

ROCKWALL CITY COUNCIL REGULAR MEETING Monday, October 05, 2020 - 4:00 PM City Hall Council Chambers - 385 Goliad St., Rockwall, TX 75087

I. Call Public Meeting to Order

II. Work Session

- **1.** Hold a work session to discuss the traffic calming circles in South Lakeshore and Summit Ridge Reconstruction Project.
- 2. Hold work session to discuss FEMA's "Staffing for Adequate Fire and Emergency Response" (SAFER) Grant, which was recently awarded to the City of Rockwall Fire Department, as well as associated budgetary impacts.

III. Executive Session.

The City of Rockwall City Council will Recess into Executive Session to discuss the following matter as authorized by Chapter 551 of the Texas Government Code:

- 1. Discussion regarding possible acquisition of real property in the vicinity of SH 205 near the downtown pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
- 2. Discussion regarding cellular leases on city-owned property in the vicinity of N. Lakeshore Drive and SH 205, Interstate 30 and White Hills Road, and Interstate 30 and TL Townsend Drive, pursuant to Section 551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
- **3.** Discussion regarding appointments to city regulatory boards, commissions, and committees including the Rockwall Economic Development Corporation (REDC), Board of Adjustments, and discussion on other Boards & Commissions, pursuant to Section 551.074 (Personnel Matters)
- **4.** Discussion regarding City of Rockwall vs. Richard Brooks pursuant to Section §551.071 (Consultation with Attorney).
- 5. 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)
- **6.** Discussion regarding City Manager employee evaluation, pursuant to Section 551.074 (Personnel Matters)
- IV. Adjourn Executive Session
- V. Reconvene Public Meeting (6:00 P.M.)
- VI. Invocation and Pledge of Allegiance Mayor Pruitt
- VII. Proclamations
 - 1. Parks Maintenance Champions Day
- VIII. Open Forum
- IX. Take any Action as a Result of Executive Session
- X. Consent Agenda
 - 1. Consider the approval of the minutes from the September 21, 2020 regular city council meeting, and take any action necessary.

- 2. Consider approval of an **ordinance** establishing the speed limit along the reconstructed portion of SH 276 to 50 mph between SH 205 and FM 549/Corporate Crossing, and take any action necessary. (2nd Reading)
- 3. **Z2020-033** Consider a request by Patrick Wells for the approval of an **ordinance** for a *Specific Use Permit (SUP)* to allow *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.216-acre parcel of land identified as Lot 3, Block A, Richard Harris #3 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 210 Wade Street, and take any action necessary. **(2nd Reading)**
- 4. P2020-035 Consider a request by Brad Williams of Winstead PC on behalf of Brian Thornton of Mountainprize, Inc. for the approval of a *Replat* for Lot 3, Block A, Woods at Rockwall Addition being a 2.46-acre parcel of land identified as a portion of Lots 1 & 2, Block A, Woods at Rockwall Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the Scenic Overlay (SOV) District, generally located at the intersection of Yellow Jacket Lane and Ridge Road [FM-740], and take any action necessary.
- 5. P2020-038 Consider a request by Clay Cristy of ClayMoore Engineering on behalf of Grey Stogner of Metroplex Acquisition Fund, LP for the approval of a Replat for Lots 10 & 11, Block A, Stone Creek Retail Addition being an eight (8) acre parcel of land identified as Lot 8, Block A, Stone Creek Retail Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 70 (PD-70) for General Retail (GR) District land uses, situated within the North SH-205 Overlay (N. SH-205 OV) District, generally located north of the intersection of Stone Creek Drive and Bordeaux Drive, and take any action necessary.
- **6. P2020-041** Consider a request by Brad Bacon of Bacon Property, LLC for the approval of a *Einal Plat* for Lot 1, Block A, Bacon Addition being a 3.57-acre tract of land identified as Lot 1-M of the Bodin Industrial Tract, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 2055 Kristy Lane, and take any action necessary.
- 7. P2020-042 Consider a request by Wesley & Carlee Kuenstler and Bandon & Pare Underwood for the approval of a *Final Plat* for Lots 1 & 2, Block A, K. U. Ranch and Rec Addition being a 6.83-acre tract of land identified as Tract 26 of the J. P. Davis Survey, Abstract No. 249, Collin County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), address 11644 County Road 536, and take any action necessary.
- **8.** Consider authorizing the City Manager to request CARES Act funding in the amount of \$30,000 from TXDOT Aviation for improvements at the Ralph M Hall / Rockwall Municipal Airport, and take any action necessary.
- **9.** Consider authorizing the City Manager to execute a Professional Engineer Services Agreement with Birkhoff, Hendricks, and Carter, L.L.P. to provide general engineering services for water and wastewater improvements to the City, and take any action necessary.
- 10. Consider authorizing the City Manager to execute a Professional Engineering Services Contract with Cardinal Strategies Engineering Services, LLC to provide professional engineering services for miscellaneous consulting on storm water issues and floodplain impacts in the City of Rockwall, and take any action necessary.
- 11. Consider authorizing the City Manager to execute a Professional Engineering Services Agreement with Binkley & Barfield, Inc. to provide general engineering services for the preparation and review of all Traffic Impact Analysis (TIAs) submitted to the City of Rockwall, and take any action necessary.
- **12.** Consider approval for the purchase of a replacement sanitary sewer pump for FM 3097 Lift Station #2 in the amount of \$38,633.00 to be funded by the Sewer Operations Budget, and take any action necessary.
- 13. Consider authorizing the City Manager to execute a contract with Meals on Wheels Senior Services for certain nutritional and senior service programs for fiscal year 2021 in the amount of \$45,000 to be funded from the Administration Department Operating Budget, and take any action necessary

- **14.** Consider authorizing the City Manager to execute a contract with the Texas Department of Transportation, Aviation Division for participation in the Routine Airport Maintenance Program (RAMP) at the Ralph M. Hall / Rockwall Municipal Airport, with matching funds for the grant to be provided by the Airport Operating Budget, and take any action necessary.
- **15.** Consider authorizing the City Manager to execute a contract between the City of Rockwall and STAR Transit for transportation services for fiscal year 2021 in the amount of \$95,163.96 to be funded by the Administration Department Operating Budget, and take any action necessary.
- **16.** Consider authorizing the City Manager to execute an interlocal agreement between the city and Rockwall County regarding fire protection services, and take any action necessary.

XI. Appointment Items

1. Appointment with John Brown of Rudy's to discuss and consider allowing a flight school and aircraft rental business to operate at the Ralph Hall Municipal Airport, and take any action necessary.

XII. Public Hearing Items

1. Z2020-037 - Hold a public hearing to discuss and consider a request by Casey Orr, PE of Wier & Associates, Inc. on behalf of Chad DuBose of JCDB Goliad Holdings, LLC for the approval of an ordinance for a Specific Use Permit (SUP) to allow a Restaurant with Less Than 2,000 SF with Drive-Through/Drive-In for the purpose of constructing a restaurant with drive-through on a 0.579-acre parcel of land identified as Tract 1 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 65 (PD-65) for General Retail (GR) District, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 150 Pecan Valley Drive, and take any action necessary. (1st reading)

XIII. Action Items

- 1. Z2020-038 Discuss and consider a request by Ruben Segovia on behalf of Jose E. Valerio for the approval of an ordinance for a Specific Use Permit (SUP) to allow Residential Infill in an Established Subdivision for the purpose of constructing a single-family home on a 0.33-acre tract of land identified as Lots 1286 & 1287, Block A, 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 257 & 269 Russell Drive, and take any action necessary (2nd Reading).
- 2. MIS2020-012 Discuss and consider a request by Harold D. Fetty III on behalf of Robert Avalos and Latonia Baker for the approval of a <u>Miscellaneous Case</u> for a special request in accordance with the requirements of Planned Development District 75 (PD-75) [Ordinance No. 16-01] for a 0.179-acre tract of land identified as Lots 280 & 281, Block B, Rockwall Lake Estates #1 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 840 & 848 Lakeside Drive, and take any action necessary.
- **3.** Discuss and consider IH-30 expansion aesthetic plan, and take any action necessary.
- **4.** Discuss and consider potential changes to the neighborhood traffic circles for S. Lakeshore and Summit Ridge Reconstruction Project, and take any action necessary.
- 5. Discuss and consider acceptance of SAFER Grant Funding for the Rockwall Fire Department and associated FY2021 budget amendments related to funding the City's share of said grant program, and take any action necessary.
- **6.** Discuss and consider requiring use of certain decals on city police vehicles, and take any action necessary.
- **7.** Discuss and consider Mayor's update on COVID and status of current rules and regulations, and take any action necessary.
- **8.** Discuss and consider upcoming 2020-2021 Rockwall Parks & Recreation Events, and take any action necessary.

- **9.** Discuss and consider a resolution approving a Professional Services Agreement with the Texas Coalition For Affordable Power and a Commercial Electric Service Agreement with Gexa for electric power to be provided on and after January 1, 2023, authorizing the City Manager to execute agreements on behalf of the City of Rockwall, and take any action necessary.
- **10.** Discuss and consider a resolution updating the bylaws of the city's Youth Advisory Council (YAC) as well as consider associated program related forms, and take any action necessary.
- 11. Discuss and consider appointments to and related matters for the following: 'Rockwall's Diverse History' ad hoc committee, the Architectural Review Board, the ART Commission, the Board of Adjustments, the Rockwall Economic Development Corporation, and other Boards & Commissions, and take any action necessary.

XIV. City Manager's Report, Departmental Reports and related discussions pertaining to current city activities, upcoming meetings, future legislative activities, and other related matters.

- 1. Building Inspections Department Monthly Report August 2020
- 2. Parks & Recreation Department Monthly Report August 2020
- 3. Fire Department Monthly Report August 2020
- 4. Police Department Monthly Report August 2020
- 5. Sales Tax Historical Comparison
- 6. Water Consumption Historical Statistics

XV. Executive Session.

The City of Rockwall City Council will Recess into Executive Session to discuss the following matter as authorized by Chapter 551 of the Texas Government Code:

- 1. Discussion regarding possible acquisition of real property in the vicinity of SH 205 near the downtown pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
- 2. Discussion regarding cellular leases on city-owned property in the vicinity of N. Lakeshore Drive and SH 205, Interstate 30 and White Hills Road, and Interstate 30 and TL Townsend Drive, pursuant to Section 551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
- **3.** Discussion regarding appointments to city regulatory boards, commissions, and committees including the Rockwall Economic Development Corporation (REDC), Board of Adjustments, and discussion on other Boards & Commissions, pursuant to Section 551.074 (Personnel Matters)
- **4.** Discussion regarding City of Rockwall vs. Richard Brooks pursuant to Section §551.071 (Consultation with Attorney).
- **5.** 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)
- **6.** Discussion regarding City Manager employee evaluation, pursuant to Section 551.074 (Personnel Matters)

XVI. Reconvene Public Meeting & Take Any Action as Result of Executive Session

XVII. Adjournment

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

The City of Rockwall City Council reserves the right to adjourn into executive session at any time to discuss any of the matters listed on the agenda above, as authorized by Texas Government Code ¶ 551.071 (Consultation with Attorney) ¶ 551.072 (Deliberations about Real Property) ¶ 551.074 (Personnel Matters) and ¶ 551.087 (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 the 2nd day of Oct., 2020 at 4:00 p.m. and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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



MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

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

DATE: October 5, 2020

SUBJECT: S. LAKESHORE DRIVE AND SUMMIT RIDGE DRIVE RECONSTRUCTION

PROJECT TRAFFIC CIRCLES

Attachments Exhibits

Summary/Background Information

The S. Lakeshore Drive and Summit Ridge Drive Reconstruction Project from SH-66 to FM-740/Ridge Road was approved with the Roadway Capital Improvement Projects passed in the 2012 Bond Election. During the design phase of this project, staff held multiple stakeholder/resident meetings and utilized surveys to determine the resident's concerns with regard to this project. Based on the information collected, the two (2) main concerns noted by the residents were [1] increased speeds along the roadway and [2] the excessive volumes of traffic during traffic disruptions occurring on larger nearby roadways (e.g. IH-30, SH-66, and etcetera). To design a roadway that addressed these concerns, the City's consultant -- Kimley-Horn -- proposed the use of narrowed lanes, on-street parking niches, and neighborhood traffic circles.

Based on the plans prepared by Kimley-Horn, there are seven (7) traffic circles at the four (4) way intersections. These traffic circles are designed utilizing yield signs in lieu of a four (4) way stop sign. In approaching a yield-controlled traffic circle intersection, the driver must reduce their speed to navigate the serpentine movement around the traffic circle in a counterclockwise direction. This movement is typically only performed safely at lower speeds. For example, if a vehicle is navigating the traffic circle as another driver approaches the yield sign, said driver will either: [1] be required to stop allowing the other vehicle to complete its traffic movement through the circle, or [2] be required to reduce their speed to merge into the traffic circle before safely continuing along the driver's preferred route. Based on this, the intended purpose of this intersection design should contribute to a reduction in vehicular speed near and within the intersection.

The S. Lakeshore Drive and Summit Ridge Drive Reconstruction Project began construction in February 2019, and the neighborhood traffic circles have been laid out and are scheduled to begin construction soon; however, due to some recent citizen concerns, staff wanted to proactively bring alternatives forward for the City Council's consideration. With this being said the City Council retains the discretion to proceed as designed or to amend the plan with one of the

following:

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Pre-Construction Condition: three (3), four (4) way intersections with a (4) way stop; one (1), three (3) way intersection with a three (3) way stop; four (4), four (4) way intersections with side street stops; and, two (2), three (3) way intersections with a side street stop (see attached exhibit).

Alternatives: See attached exhibits.

- Option 1Y: [Current Design] seven (7) neighborhood traffic circles with four (4) way <u>yield</u>; two (2), three (3) way intersections with a side street stop; and one (1), three (3) way intersection with a three (3) way stop.
- Option 1S: seven (7) neighborhood traffic circles with four (4) way stops; two (2), three (3) way intersections with a side street stop; and one (1), three (3) way intersection with a three (3) way stop.
- Option 2Y: three (3) neighborhood traffic circles with four (4) way <u>yield</u>; two (2), three (3) way intersections with a side street stop; one (1), three (3) way intersection with a three (3) way stop; and, four (4), four (4) way intersections with a side street stop.
- Option 2S: three (3) neighborhood traffic circles with four (4) way stop; two (2), three (3) way intersections with a side street stop; one (1), three (3) way intersection with a three (3) way stop; and, four (4), four (4) way intersections with a side street stop.
- Option 3: [Mimics Pre-Construction Conditions] three (3), four (4) way intersections with a (4) way stop; one (1), three (3) way intersection with a three (3) way stop; four (4), four (4) way intersections with side street stops; and, two (2), three (3) way intersections with a side street stop.

Staff should note that none of these alternatives will have a substantial change in the overall cost of the project. This is because *Option 1S* only deals with changes in the signage and stripping patterns, and *Options 2Y & 2S* deal with reducing the number of traffic circles and changes to the signage and stripping patterns. *Option 3* removes all traffic circles. In addition, in all options proposing a stopped condition the City Council could choose to leave the raised traffic circles or install stamped concrete in lieu of the raised, circular medians. This could have a nominal cost differential, and would leave the circles flat (*i.e. drivers could drive over the top of this area*). Staff should note that if stamped concrete is installed, it may or may not have an impact on the intended purpose of reducing speeds.

In summation, the City Council has the discretion to direct staff to proceed with the plan as designed or request changes in accordance with the options listed above. Staff has placed an action item on the agenda to allow the City Council to provide staff with direction.

Action Needed

N/A for work session discussion

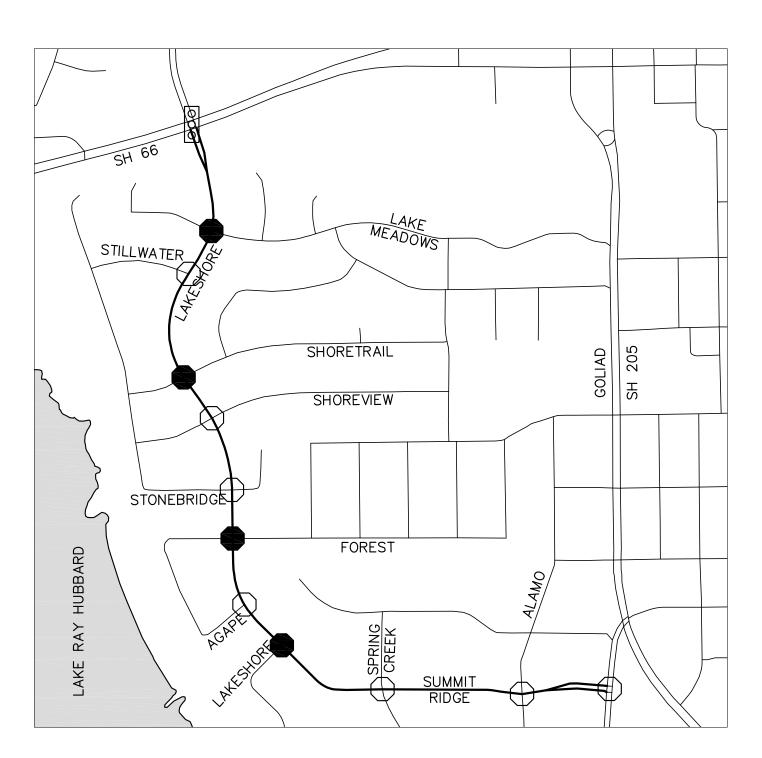
PRE-CONSTRUCTION

LEGEND

STOP SIGN (ALL WAY)

TRAFFIC SIGNAL

STOP SIGN (SIDE STREET ONLY)









OPTION 1Y

NEIGHBORHOOD TRAFFIC CIRCLE WITH YIELD SIGNS AT ALL 4-WAY INTERSECTIONS (CURRENT DESIGN)

LEGEND

STOP SIGN (ALL WAY)

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TRAFFIC SIGNAL

STOP SIGN (SIDE STREET ONLY)

NEIGHBORHOOD TRAFFIC CIRCLE (YIELD)



INTERSECTION CONTROL OPTION 1Y



CITY OF ROCKWALL SUMMIT RIDGE/LAKESHORE DRIVE IMPROVEMENTS DATE: OCT 2020



OPTION 1S

NEIGHBORHOOD TRAFFIC CIRCLE WITH STOP SIGNS AT ALL 4-WAY INTERSECTIONS

LEGEND

STOP SIGN (ALL WAY)

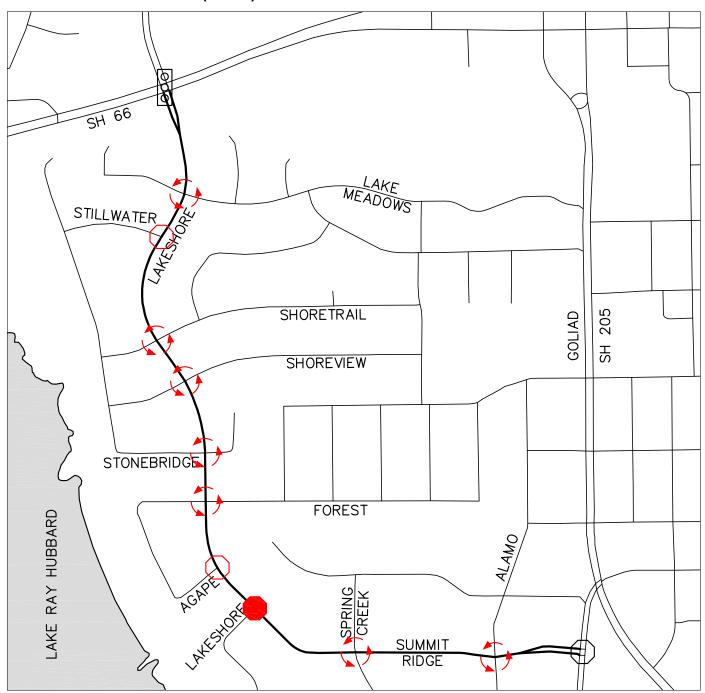
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TRAFFIC SIGNAL

STOP SIGN (SIDE STREET ONLY)

5

NEIGHBORHOOD TRAFFIC CIRCLE (STOP)*



* THE APPLICATION OF STOP SIGNS IS PERMITTED PER TMUTCD. KIMLEY—HORN RECOMMENDS THE USE OF YIELD SIGNS WITH NEIGHBORHOOD TRAFFIC CIRCLE.

INTERSECTION CONTROL
OPTION 1S



CITY OF ROCKWALL SUMMIT RIDGE/LAKESHORE DRIVE IMPROVEMENTS

DATE: OCT 2020 Kimley%Horn

OPTION 2Y

NEIGHBORHOOD TRAFFIC CIRCLE WITH YIELD SIGNS ONLY AT EXISTING STOP SIGN INTERSECTIONS

LEGEND

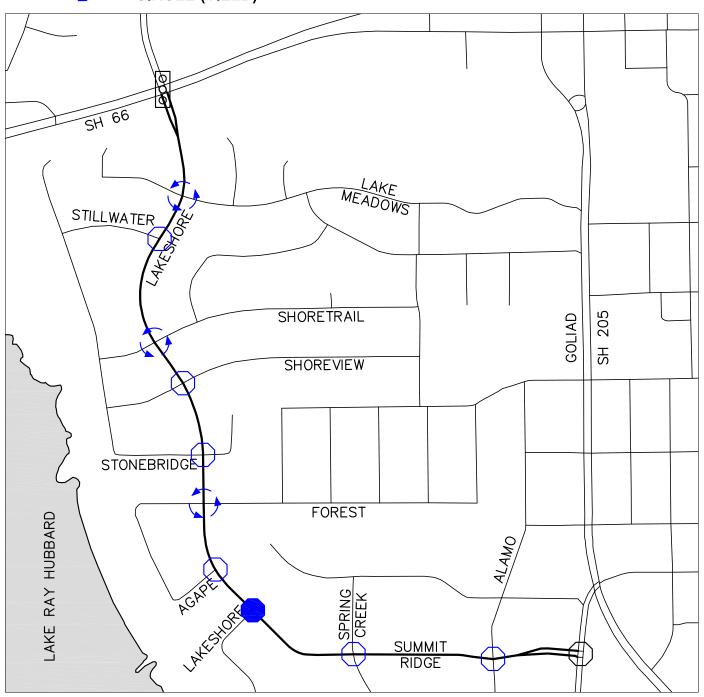
STOP SIGN (ALL WAY)

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TRAFFIC SIGNAL

STOP SIGN (SIDE STREET ONLY)

NEIGHBORHOOD TRAFFIC CIRCLE (YIELD)





DATE: OCT 2020



OPTION 2S

NEIGHBORHOOD TRAFFIC CIRCLE WITH STOP SIGNS ONLY AT EXISTING STOP SIGN INTERSECTIONS

LEGEND

STOP SIGN (ALL WAY)

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TRAFFIC SIGNAL

STOP SIGN (SIDE STREET ONLY)

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NEIGHBORHOOD TRAFFIC CIRCLE (STOP)*



* THE APPLICATION OF STOP SIGNS IS PERMITTED PER TMUTCD. KIMLEY—HORN RECOMMENDS THE USE OF YIELD SIGNS WITH NEIGHBORHOOD TRAFFIC CIRCLE.

INTERSECTION CONTROL
OPTION 2S



CITY OF ROCKWALL SUMMIT RIDGE/LAKESHORE DRIVE IMPROVEMENTS

DATE: OCT 2020 Kimley**¾Horn**

OPTION 3

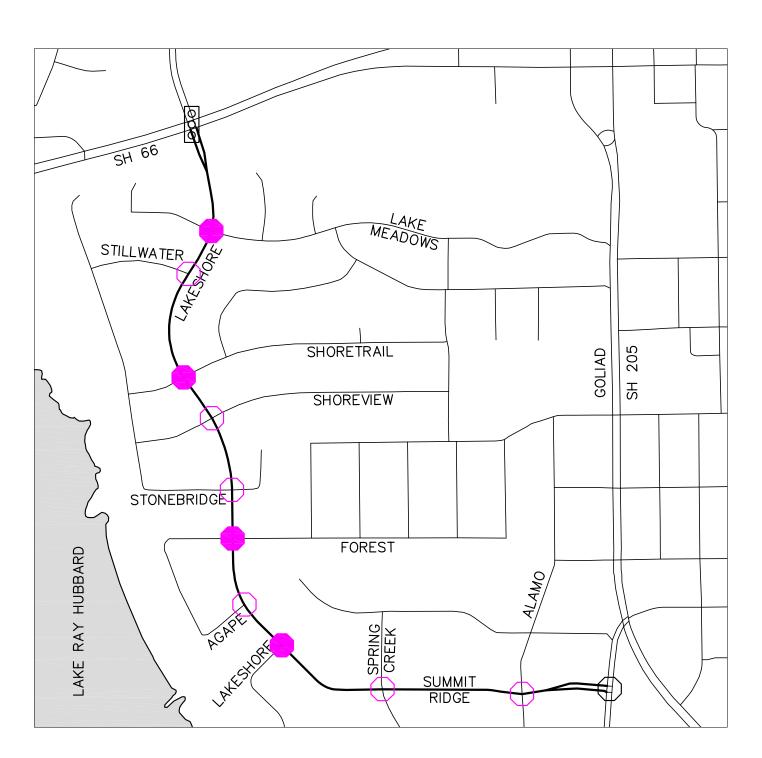
NO NEIGHBORHOOD TRAFFIC CIRCLE MATCH EXISTING STOP SIGN INTERSECTIONS

LEGEND

STOP SIGN (ALL WAY)

TRAFFIC SIGNAL

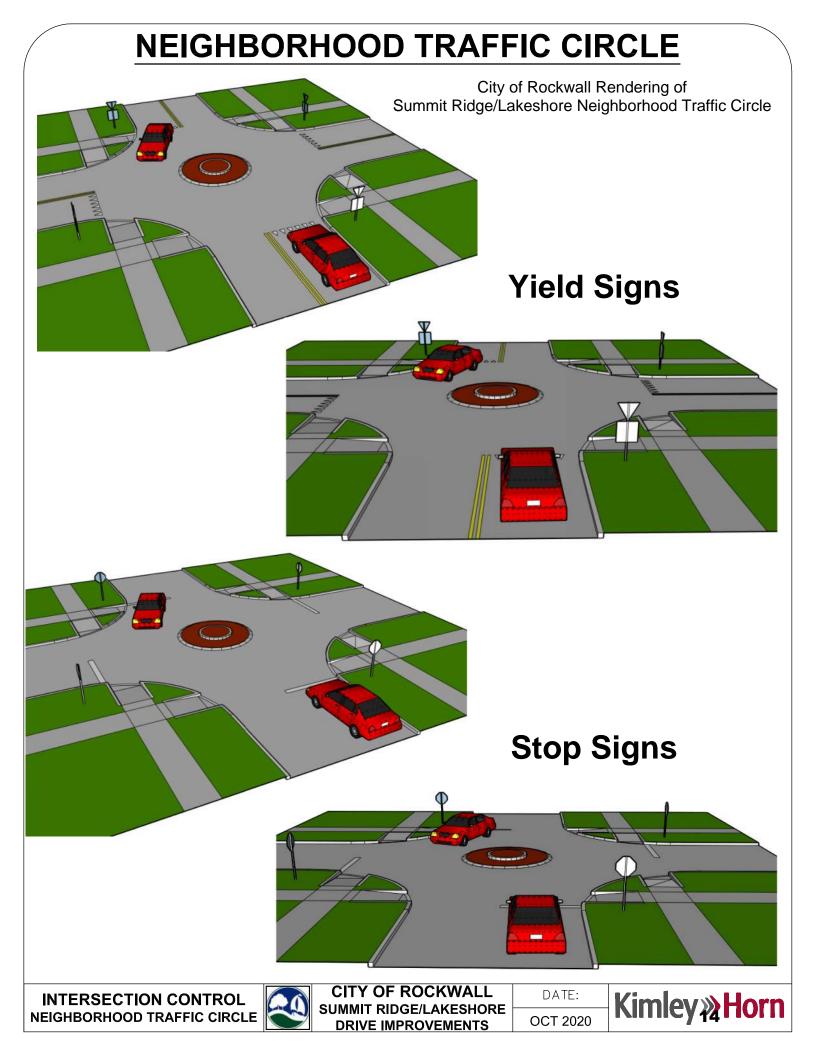
STOP SIGN (SIDE STREET ONLY)





DATE: OCT 2020







MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Mary P. Smith, Assistant City Manager

DATE: October 2, 2020

SUBJECT: SAFER Grant Award and Associated Local Costs

The City was recently notified that we are the recipients of a Staffing for Adequate Fire and Emergency Resources (SAFER) grant from FEMA. The grant will provide funding for 12 new Firefighters including their salary and most of their benefits for 36 months. The grant will reimburse expenses up to \$1,013,871 for each of those 3 years with no local match for the grant. This is the first time, we are aware of, the local match is being waived for the full grant period. We have until October 16 to accept the grant and must have all 12 new firefighters on the payroll by no later than March 16th.

The grant will cover the step 1 salary of each firefighter along with payroll taxes, retirement, and health insurance. It will not cover Overtime and Certification pay plus the associated payroll taxes and retirement on that income. It also does not cover the up-front costs including uniforms, PPE, annual training costs, recruiting and the small number of beds and lockers that will need to be installed. The grant will also not cover the firefighter's merit raises over the grant period.

Chief Cullins believes that he can recruit and onboard all 12 new firefighters no later than February 1st and would plan to hire all 12 at the same time.

The FY2021 budget was adopted just as we got notice of the grant award so the budget will need to be amended to include both the full cost of the new firefighters as well as the offsetting grant revenue. With the Chief's goal to hire by February 1st we would propose to amend 8 months of the revenues and expenses.

The below chart shows the first full year cost per firefighter and the resulting total for 12 new firefighters. Because the grant only covers certain expenses we've broken the total into expenses the Grant will include and those which will not be reimbursed. The annual costs are then broken down further for the 8 month FY2021 budget.

Table to follow (see next page)

	Per FF	Cost for 12	Grant Includes	Not Included	FY2021 First Year	FY2021 First Year -
					Prorated - Grant	<u>Local</u>
Salaries	55,189	662,272	662,272	-	441,537	-
Overtime	4,672	56,064	-	56,064	-	37,378
Certifications	900	10,800	-	10,800	-	7,200
FICA/Medicare	4,648	55,779	50,664	5,115	33,778	3,410
TMRS	9,941	119,287	105,192	14,095	70,131	9,397
Health Benefits	16,312	195,744	195,744	-	130,503	-
Huguley	400	4,800	-	4,800	-	4,800
Assessment						
Active 911 App	12	144	-	144	-	144
Uniforms	1,815	21,780	-	21,780	=	21,780
PPE	4,531	54,372	-	54,372	-	54,372
Recruiting	312	3,745	-	3,745	-	3,745
Training	125	1,500	-	1,500	-	1,500
Furniture-	5,250	5,250	<u>-</u>	5,250	<u>-</u>	5,250
Beds,Lockers						
		\$ 1,191,536	\$ 1,013,871	\$ 177,665	\$ 675,948	\$ 148,976

To allow the Council to further evaluate the benefits of this grant award, this chart was prepared to contrast the cost of hiring 3 firefighters each year for 4 years. The first year we would have the salary expenses as well as the first year costs for those 3 firefighters. The second year (labeled cumulative) we would have the recurring expenses of those first 3 firefighters plus their merit raises and the new costs, both salary and one-time costs for 3 additional firefighters. The third year we would have the cumulative expense of those 6 firefighters with their merit raises and 3 new firefighter's expenses. And the fourth year we would have 9 firefighters cumulative expenses and the last 3 new firefighters to reach 12. The fourth year total cost is slightly higher under this approach than the year four cost under the grant scenario because all 12 firefighters will have had the opportunity to have salary increases each year leading up to that point.

	3 FF Year 1	+3 Addl FF Year 2	+3Addl FF Year 3	+3Addl FF Year 4
Cumulative	-	289,936	594,308	913,839
Salaries	165,568	165,568	165,568	165,568
Overtime	14,016	14,016	14,016	14,016
Certifications	2,700	2,700	2,700	2,700
FICA/Medicare	13,945	13,945	13,945	13,945
TMRS	29,822	29,822	29,822	29,822
Health Benefits	48,936	48,936	48,936	48,936
Huguley Assessment	1,200	2,400	3,600	4,800
Active 911 App	36	36	36	36
Uniforms	5,445	5,445	5,445	5,445
PPE	13,593	13,593	13,593	13,593
Recruiting	936	936	936	936
Training	375	750	1,125	1,500
Furniture-Beds,Lockers	5,250	<u>-</u>		_
	\$ 301,822	\$ 588,082	\$ 894,029	\$ 1,215,135
			4 Year Total	\$ 2,999,069
Compared to:				
Local Expenses	\$ 177,665	\$ 119,187	\$ 153,957	\$ 1,278,120
due to Grant			4 Year Total	\$ 1,728,929

Action: (To be taken during public meeting under "Action Items" agenda section.)

Council is requested to consider approval of the Grant acceptance and the necessary amendments to the FY2021 Fire Operations budget for the 8 months at \$821,179 and grant proceeds revenue of \$675,948.



Proclamation

Officeas, the Texas Recreation and Parks Society (TRAPS) is a nonprofit educational and professional organization founded in 1937 to advance the profession of parks, recreation and leisure services in Texas; and

Omereas. TRAPS annually hosts a "Maintenance Rodeo," which consists of seven events - Truck & Trailer Competition, Zero Turn Mower Obstacle Course, Backhoe Competition, Blower Competition, Irrigation Assembly, Nail Driving Competition, and Plant Identification; and

Of Mereas, four, regional competitions are held annually, with City of Rockwall personnel participating in the North region's competition, which was held earlier this week in Frisco; and

Officeas, Rockwall's Parks Maintenance staff beat out their competitors, successfully achieving Ist place at the North Region competition for the second year in a row; and

Officeas, our City's team will now advance to the State championship competition in Frisco in March.

Now. Therefore, I, Jim Pruitt, Mayor of the City of Rockwall, Texas, do hereby proclaim October 5, 2020 as

Parks Maintenance Champions Day

in the City of Rockwall, and urge all citizens to applaud and celebrate City of Rockwall's Parks & Recreation Department for this most notable achievement and wish them well as they move on to compete at "State" in March.

In Witness Whereof, I hereunto set my hand and official seal this 5^{th} day of October, 2020.

Jim Pruitt, Mayor



ROCKWALL CITY COUNCIL REGULAR MEETING Monday, September 21, 2020 - 5:00 PM City Hall Council Chambers - 385 Goliad St., Rockwall, TX 75087

I. CALL PUBLIC MEETING TO ORDER

Mayor Pruitt called the meeting to order at 5:00 p.m. Present were Mayor Jim Pruitt, Mayor Pro Tem Kevin Fowler, and Council Members Anna Campbell, Dana Macalik, John Hohenshelt, Bennie Daniels and Trace Johannesen.

Mayor Pruitt read the following items into the public record before recessing the meeting to go into Executive Session.

II. EXECUTIVE SESSION.

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

- 1. Discussion regarding possible acquisition of real property in the vicinity of SH 205 and Sids Road and SH 205 near downtown pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
- 2. Discussion regarding Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development)
- **3.** Discussion regarding City of Rockwall vs. Richard Brooks pursuant to Section §551.071 (Consultation with Attorney).
- **4.** Discussion and interviews regarding appointments to city regulatory boards, commissions, and committees including the Rockwall Economic Development Corporation (REDC) and Board of Adjustments, pursuant to Section 551.074 (Personnel Matters)
- 5. Discussion regarding City Manager employee evaluation, pursuant to Section 551.074 (Personnel Matters)
- **6.** Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

III. ADJOURN EXECUTIVE SESSION

Council adjourned from Executive Session at 6:00 p.m.

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

Mayor Pruitt reconvened the public meeting at 6:05 p.m. with all seven council members being present.

V. INVOCATION AND PLEDGE OF ALLEGIANCE - COUNCILMEMBER HOHENSHELT

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

VI. PROCLAMATIONS

1. Constitution Week

Mayor Pruitt called forth members of the Daughters of the America Revolution, who were present and handed out United States flags and copies of the U.S. Constitution. He then read and presented the proclamation to them.

VII. OPEN FORUM

Mayor Pruitt explained how Open Forum is conducted and asked if anyone would like to come forth and speak at this time.

Joe Rochier 901 S. Alamo Rockwall, TX

Mr. Rochier indicated that he and his family are opposed to the proposed, nearby Taco Bell. Mayor Pruitt indicated that the applicant has requested to be able to withdraw this request. Council will be making a decision later in the meeting as to whether or not it will allow the applicant to withdraw.

Bob Wacker 309 Featherstone Rockwall, TX

Mr. Wacker came forth and shared comments pertaining to Hartman Elementary and Williams Middle School and associated sidewalks, crosswalks and school crossing zones. He complimented staff and the city for taking care of these matters.

Michael Hunter 220 W. Quail Run Road Rockwall, TX

Mr. Hunter shared that the city's contractor, Republic Services, recently did a phenomenal job. He recently had to remove a 90 foot, one hundred year old tree, and the trash collection service removed all of the debris. He was very grateful and complimentary, indicating they did a wonderful job.

Mayor Pruitt shared that he passed out to council members a leasing agreement dealing with public parking at the Trend Tower located on the hill above The Harbor. He went on to generally explain that the City had previously paid into the construction of that parking garage, and the City is entitled to 311 parking spaces between the hours of 5 p.m. to 7 a.m. daily. He explained that Saturday evening, a security guard was blocking the public's ability to utilize the parking garage at all, which – the pointed out – is in breach of the contract that the City has in place related to the use of that parking garage. He indicated that this topic will be placed on the next city council meeting for discussion.

Steve Simons 4513 Dartmoor Lane Colleyville, TX

Mr. Simons shared that he is happy to see a government entity say the prayer and the Pledge of Allegiance.

VIII. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

Mayor Pro Tem Fowler made a motion as follows: in the matter of the Petition of the cities of Plano, Richardson, Garland and Mesquite appealing North TX Municipal Water District water rates; PUC Docket No. 46662, I move to authorize the City Manager with the Mayor's consent to sign a potential settlement agreement, any other ancillary agreements and any matters related thereto consistent with the terms discussed in Executive Session. Councilmember Hohenshelt seconded the motion, which passed unanimously of those present (7 ayes to 0 nays).

IX. CONSENT AGENDA

- 1. Consider the approval of the minutes from the September 8, 2020 regular city council meeting, and take any action necessary.
- 2. Consider authorizing the City Manager to execute a renewal contract with Cigna Health to secure Stop Loss coverage for the City's health insurance plan, applying to claims exceeding \$100,000, and take any action necessary.
- 3. Consider approval of an **ordinance** establishing the speed limit along the reconstructed portion of SH 276 to 50 mph between SH 205 and FM 549/Corporate Crossing, and take any action necessary. (1st Reading)
- **4.** Consider amending Article III, *Peddlers, Solicitors, and Itinerant Vendors*, of Chapter 12, *Businesses and Sales*, of the Municipal Code of Ordinances for the purpose of providing requirements that specifically regulate itinerant vendors, and take any action necessary. **(2nd Reading)**
- 5. P2020-034 Consider a request by Chad DuBose of JCDB Holdings, LLC for the approval of a <u>Final Plat</u> for Lots 1, Block A, Pecan Valley Retail Addition being a 2.356-acre tract of land identified as Tract 1 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 65 (PD-65) for General Retail (GR) District land uses, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 150 Pecan Valley Drive and 3005 N. Goliad Street [SH-205], and take any action necessary.

Councilmember Daniels moved to approve the entire Consent Agenda. Councilmember Macalik seconded the motion. The ordinance captions were read as follows:

CITY OF ROCKWALL ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON STATE HIGHWAY 276 OR PARTS THEREOF, WITHIN THE INCORPORATE LIMITS OF THE CITY OF ROCKWALL, TEXAS, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$200.00 FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY OF ROCKWALL ORDINANCE NO. 20-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING CHAPTER 12, BUSINESSES AND SALES, FOR THE PURPOSE OF CLAIFYING THE PROCESS FOR PERMITTING AND LICENSING PEDDLERS, SOLICITORS, AND ITINERANT VENDORS IN THE CITY OF ROCKWALL; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

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.

Jerry Welch from the P&Z Commission came forth and briefed the Council on recommendations of the Commission relative to planning-related items on this evening's city council meeting agenda. Council took no action pertaining to this particular agenda item.

2. Appointment with John Brown of Rudy's to discuss and consider allowing a flight school and aircraft rental business to operate at the Ralph Hall Municipal Airport, and take any action necessary.

This item was not addressed, as Mr. Brown was not present. Planning Director, Ryan Miller, indicated that staff will contact Mr. Brown to see if he would like to reschedule.

XI. PUBLIC HEARING ITEMS

1. Z2020-033 - Hold a public hearing to discuss and consider a request by Patrick Wells for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> to allow <u>Residential Infill in an Established Subdivision</u> for the purpose of constructing a single-family home on a 0.216-acre parcel of land identified as Lot 3, Block A, Richard Harris #3 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 210 Wade Street, and take any action necessary. (1st Reading) Planning Director Ryan Miller provided background information on this agenda item. He shared, in part, that 50 notices were sent out to property owners and residence within 500' of the subject property. No notices have been received back by staff to date. The Planning & Zoning Commission has recommended approval of this request.

Patrick Wells 711 Stillwater Drive Rockwall, TX

Mr. Wells came forth and generally indicated that he would like to construct a single family home on this property.

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

Councilmember Hohenshelt moved to approve Z2020-033. Mayor Pro Tem Fowler seconded the motion. The ordinance was read as follows:

CITY OF ROCKWALL ORDINANCE NO. <u>20-42</u> SPECIFIC USE PERMIT NO. S-233

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL ADJACENT TO AN ESTABLISHED SUBDIVISION TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.216-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 3, BLOCK A, RICHARD HARRIS #3 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE

SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

2. Z2020-035 - Hold a public hearing to discuss and consider a request by Allen Anderson of Adlor Enterprises, LLC for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> to allow a <u>Restaurant with 2,000 SF or More with Drive-Through/Drive-In</u> for the purpose of constructing a restaurant with drive-through on a 1.1308-acre parcel of land identified as Lot 1, Block B, Jack Canup Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 62 (PD-62) for General Retail (GR) District, addressed as 902 & 906 S. Goliad Street [SH-205], and take any action necessary (1st Reading).

Planning Director, Ryan Miller, indicated that the applicant has made a request to be able to withdraw this request. The applicant indicated that they will be withdrawing and terminating the contract on the property.

Mayor Pro Tem Fowler moved to allow the applicant to withdraw. Councilmember Daniels seconded the motion, which passed by a vote of 6 ayes to 1 nay (Pruitt).

3. **22020-036** - Hold a public hearing to discuss and consider a request by Nabiha Saeed of Symonds Flags and Poles, Inc. on behalf of Clay Cooley for the approval of an **ordinance** for a *Specific Use Permit (SUP)* to allow a *structure that exceeds 60-feet in height in a Light Industrial (LI) District* for the purpose of constructing a flag pole on an existing motor vehicle dealership (*i.e. Clay Cooley Hyundai*) being a 4.39-acre parcel of land identified as Lot 1, Block 1, Rockwall Recreational Addition, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 1540 E. IH-30, and take any action necessary. **(1st reading)**

Planning Director Ryan Miller provided background information pertaining to this agenda item. Notices were sent out to adjacent property owners and residents. One notice was received back in favor. In addition, the Planning & Zoning Commission voted 5-1 to recommend denial of this request this evening. As a result, its approval will require a 6-1 vote of Council this evening.

Steve Simons 4513 Dartmoor Lane Colleyville, TX

Mr. Simons handed out ordinance regulations for some other cities (i.e. Lewisville) regarding their regulations on U.S. flags and associated flag poles. He shared that Mr. Cooley has very tall U.S. flag poles at his dealerships in Irving, TX. He understands that 120' flag pole is the tallest that the City of Rockwall may potentially approve.

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

Councilmember Johannesen moved to deny Z2020-036. Councilmember Hohenshelt seconded the motion. Following brief discussion, the motion to deny the request passed by a vote of 7 ayes to 0 nays.

City Attorney Frank Garza briefly weighed in, sharing that any ordinance that would attempt to regulate "content" of what is actually placed on a flag pole is a "gray area" that would pose

challenges on what is and is not Constitutional. It would have to be an ordinance that only regulated height and not content. Councilmembers Daniels and Johannesen instructed staff to go through the process of bringing back an ordinance that would change the regulations and allow increased heights for flag poles.

4. Z2020-037 - Hold a public hearing to discuss and consider a request by Casey Orr, PE of Wier & Associates, Inc. on behalf of Chad DuBose of JCDB Goliad Holdings, LLC for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> to allow a <u>Restaurant with Less Than 2,000 SF with Drive-Through/Drive-In</u> for the purpose of constructing a restaurant with drive-through on a 0.579-acre parcel of land identified as Tract 1 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 65 (PD-65) for General Retail (GR) District, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 150 Pecan Valley Drive, and take any action necessary. (1st reading)

Planning Director Ryan Miller provided background information pertaining to this agenda item. Notices were sent out to 35 residents and property owners located within 500' of the subject property. Thirteen responses were received back in opposition, and one notice was received back in favor. In addition, the Planning & Zoning Commission voted 4 to 2 to recommend denial of this request. As such, if it is to be approved this evening, it will require at least 6 council members to vote in favor of it.

Following brief discussion, Councilmember Johannesen moved to remand Z2020-037 back to the Planning & Zoning Commission. Councilmember Hohenshelt seconded the motion. The motion passed by a vote of 7 ayes to 0 nays.

5. Z2020-038 - Hold a public hearing to discuss and consider a request by Ruben Segovia on behalf of Jose E. Valerio for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> to allow <u>Residential Infill in an Established Subdivision</u> for the purpose of constructing a single-family home on a 0.33-acre tract of land identified as Lots 1286 & 1287, Block A, 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 257 & 269 Russell Drive, and take any action necessary (1st Reading).

Planning Director Ryan Miller provided background information pertaining to this agenda item. 144 notices were sent out to adjacent property owners and residents located within 500' of the subject property; however, no notices were received back by staff.

The applicant briefly came forth and introduced himself. Mayor Pruitt opened the public hearing, asking if anyone would like to come forth and speak at this time. There being no one indicating such, he then closed the Public Hearing.

Councilmember Macalik moved to approve Z2020-038. Councilmember Johannesen seconded the motion. Following extensive discussion about septic systems being allowed on lots less than one acre (note: this will not be on city sewer service), the ordinance was read as follows:

CITY OF ROCKWALL ORDINANCE NO. <u>20-45</u> SPECIFIC USE PERMIT NO. <u>S-236</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 75 (PD-75) [ORDINANCE NO. 16-01] AND THE UNIFIED DEVELOPMENT CODE (UDC)

[ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.33-ACRE TRACT OF LAND, IDENTIFIED AS LOTS 1286 & 1287, ROCKWALL LAKE ESTATES #2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

The motion to approve passed by a vote of 6 ayes to 1 nay (Pruitt).

XII. ACTION ITEMS

1. Discuss and consider approval of the Rockwall Economic Development Corporation (REDC) budget for fiscal year 2021 and amended budget for fiscal year 2020 and take any action necessary.

Phil Wagner with the REDC came forth and provided brief comments. Councilmember Hohenshelt moved to approve the amended FY20 and the proposed FY21 budget of the REDC. Councilmember Johannesen seconded the motion, which passed by a vote of 7 ayes to 0 nays.

2. Discuss and consider IH-30 expansion aesthetic plan, and take any action necessary.

Assistant City Manager Joey Boyd provided background information pertaining to this agenda item. He generally explained and showed photos related to aesthetic options for artwork to be on the wall and 'end caps' of the IH-30 overpass at Horizon Road.

Mayor Pruitt called for a brief break and recessed the meeting at 7:31 p.m. He reconvened the meeting at 7:42 p.m.

This item was again discussed briefly, however, no formal action was taken at this time.

3. Discuss and consider approval of the Rockwall Technology Park Association budget for fiscal year 2021 and amended budget for fiscal year 2020, and take any action necessary

Councilmember Hohenshelt moved to approve the amended FY20 budget for the Tech Park and the FY21 proposed budget. Mayor Pruitt seconded the motion, which passed by a vote of 7 ayes to 0 nays.

4. Discuss and consider the Hotel Tax Subcommittee recommendations for funding allocations in fiscal year 2021, including authorizing the City Manager to execute associated funding agreements, and take any action necessary.

Councilmember Joahannesen moved to approve the funding recommendations of the subcommittee, as presented. Councilmember Macalik seconded the motion. Following brief discussion, the motion passed by a vote of 7 ayes to 0 nays.

5. Discuss and consider approval of an **ordinance** amending the budget for fiscal year 2020, and take any action necessary.

Mayor Pruitt moved to pass the budget amendment. Councilmember Hohenshelt seconded the motion.

CITY OF ROCKWALL, TEXAS ORDINANCE NO. 20-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE BUDGET OF THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.

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

6. Discuss and consider approval of an **ordinance** adopting the proposed budget for fiscal year 2021, and take any action necessary.

Mrs. Smith, Assistant City Manager, provided brief comments pertaining to this agenda item. Indication was given that the City of Rockwall did receive over \$3 million in SAFER Grant Funding, which will pay for 12 (entry level) firemen for a period of 3 years. City Manager Rick Crowley indicated that the city's budget will need to be carefully evaluated in the coming years to address (city) funding related to these 12 positions. Following brief comments by Mayor Pruitt and Chief Cullins, Councilmember Hohenshelt moved to approve the budget for FY2021. Councilmember Johannesen seconded the motion. The ordinance was read as follows:

CITY OF ROCKWALL ORDINANCE NO. 20-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE SAID BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

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

7. Discuss and consider approval of an **ordinance** levying ad valorem taxes for the tax year 2020, and take any action necessary.

Mayor Pruitt provided brief comments and then moved to approve the ordinance, lowering the tax rate, and specifying that the Maintenance & Operations rate shall be at 21.54 cents and the Debt Service shall be at 15.46 cents. Mayor Pro Tem Fowler seconded the motion. The ordinance caption was read as follows:

ORDINANCE NO. 20-40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE YEAR 2020 AT A RATE OF \$.3700 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2020 TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES, TOGETHER WITH PENALTIES AND INTEREST; APPROVING THE 2020 TAX ROLL; PROVIDING FOR EXEMPTIONS OF PERSONS OVER SIXTY-FIVE (65) YEARS; PROVIDING AN EFFECTIVE DATE.

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

8. Discuss and consider appointments to 'Rockwall's Diverse History' ad hoc committee, and take any action necessary.

Councilmember Campbell recommended and moved to appoint the following slate of individuals to serve on this ad hoc committee:

- Kathy Krikorian
- Adan Tovar
- Donna Jacobs
- Carolyn Holt
- Coleman Taylor

Councilmember Johannesen seconded the motion, which passed by a vote of 7 ayes to 0 nays. Councilmember Campbell indicated that she is working on the two, additional appointees (so that, eventually, there will be a total of seven individuals on this committee).

9. Discuss and consider parades and similar processions, and take any action necessary.

City Manager Rick Crowley provided background information pertaining to this agenda item, generally indicating that the city has an ordinance in place that requires that an official parade receives a permit from the city before being held. However, if a group of 30 cars wants to get together and drive for a specific cause, stopping at all traffic lights and observing all traffic laws, the Mayor indicated that he does not believe that doing so should require a parade permit or any sort of city approval. Indication was given that the 'dedication' of the naming of the SH-66 bridge (as "Heroes Bridge") will occur this Saturday, and it will be a very crowded, well attended event.

Following brief discussion, Council took no action pertaining to this agenda item.

10. Discuss and consider (re)appointments to city advisory boards/commissions, including the Youth Advisory Council, the Historic Preservation Advisory Board and the Architectural Review Board, and take any action necessary.

Mayor Pruitt indicated that Judge Sweet has moved to Royse City, so there will be a vacant seat on the ART Commission that will need to be filled. Councilmember Campbell moved to appoint Alma McClintock and Sarah Freed to the Historic Preservation Advisory Board (HPAB). Mayor Pruitt seconded the motion, which passed unanimously (7-0).

Mayor Pro Tem Fowler briefly spoke about recent interviews held with Youth Advisory Council applicants. Mayor Pro Tem Fowler then moved to approve the appointment of the following slate of students for the 2020-2021 school year.

<u>Name</u>	Grade	School	City of	Reappointment
			Residency	or New Appt.
Mary Claire Weible	Senior	Homeschooled	Rockwall	Reappointment
Parker Yarbrough	Senior	Homeschooled	Fate*	Reappointment
Mazie Johnson	Junior	RHS	Rockwall	Reappointment
Peyton Nielsen	Junior	RHS	Rockwall	Reappointment
Katharine Castro	Senior	Poetry Christian	Rockwall	Reappointment
Jaxson Stuart	Soph.	RHS	Rockwall	Reappointment
Marvin Villalobos	Soph.	RHS	Rockwall	Reappointment
Evelyn Valk	Senior	RHS	Rockwall	New
Morgan Crosby	Soph.	RHS	Rockwall	New

Miriam Gamez	Freshman	RHS	Rockwall	New
Carissa Heimer	Junior	RHS	Rockwall	New
Rylee Braaten	Junior	RHS	Fate*	New

Councilmember Campbell seconded the motion, which passed by a vote of 7 ayes to 0 nays.

Mayor Pruitt recessed the public meeting at 8:15 to go back into Executive Session to discuss item #5 as specified below (City Manager's performance evaluation).

XIII. EXECUTIVE SESSION.

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

- 1. Discussion regarding possible acquisition of real property in the vicinity of SH 205 and Sids Road and SH 205 near downtown pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
- 2. Discussion regarding Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development)
- **3.** Discussion regarding City of Rockwall vs. Richard Brooks pursuant to Section §551.071 (Consultation with Attorney).
- **4.** Discussion and interviews regarding appointments to city regulatory boards, commissions, and committees including the Rockwall Economic Development Corporation (REDC) and Board of Adjustments, pursuant to Section 551.074 (Personnel Matters)
- **5.** Discussion regarding City Manager employee evaluation, pursuant to Section 551.074 (Personnel Matters)
- **6.** Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)
- XIV. RECONVENE PUBLIC MEETING & TAKE ANY ACTION AS RESULT OF EXECUTIVE SESSION

Council came out of Executive Session and took no action.

XV. ADJOURNMENT

Mayor Pruitt adjourned the meeting at 9:30 p.m.

OF OCTOBER, 2020.	THE CITY OF ROCKWALL, TEXAS, THIS 5" DAY
	JIM PRUITT, MAYOR
ATTEST:	

KRISTY COLE, CITY SECRETARY

CITY OF ROCKWALL

ORDINANCE NO. <u>20-41</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON STATE HIGHWAY 276 OR PARTS THEREOF, WITHIN THE INCORPORATE LIMITS OF THE CITY OF ROCKWALL, TEXAS, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$200.00 FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration that width and condition of the pavement and other circumstances such portion of said street or highway, as well as the traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

SECTION 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Transportation Code, Section 545.356, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and

SECTION 2. Such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described within this ordinance; and

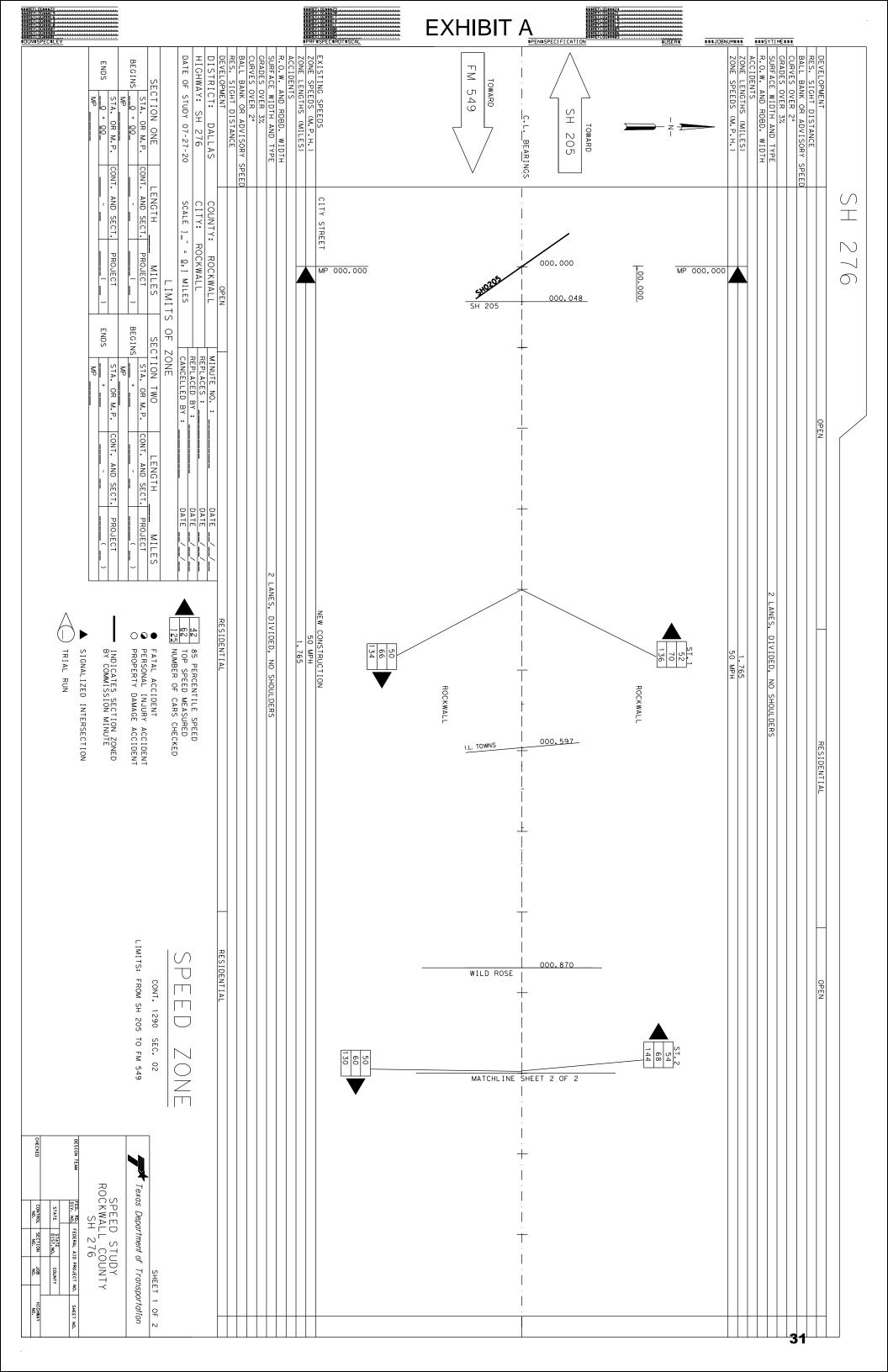
SECTION 3. From and after the date of the passage of this speed zone ordinance, no motor vehicle shall be operated along and upon State Highway 276 from State Highway 205 to Farm to Market 549 within the corporate limits of the City of Rockwall, as depicted in "Exhibit A" of this ordinance, in excess of speeds now set forth at 50 miles per hour; and

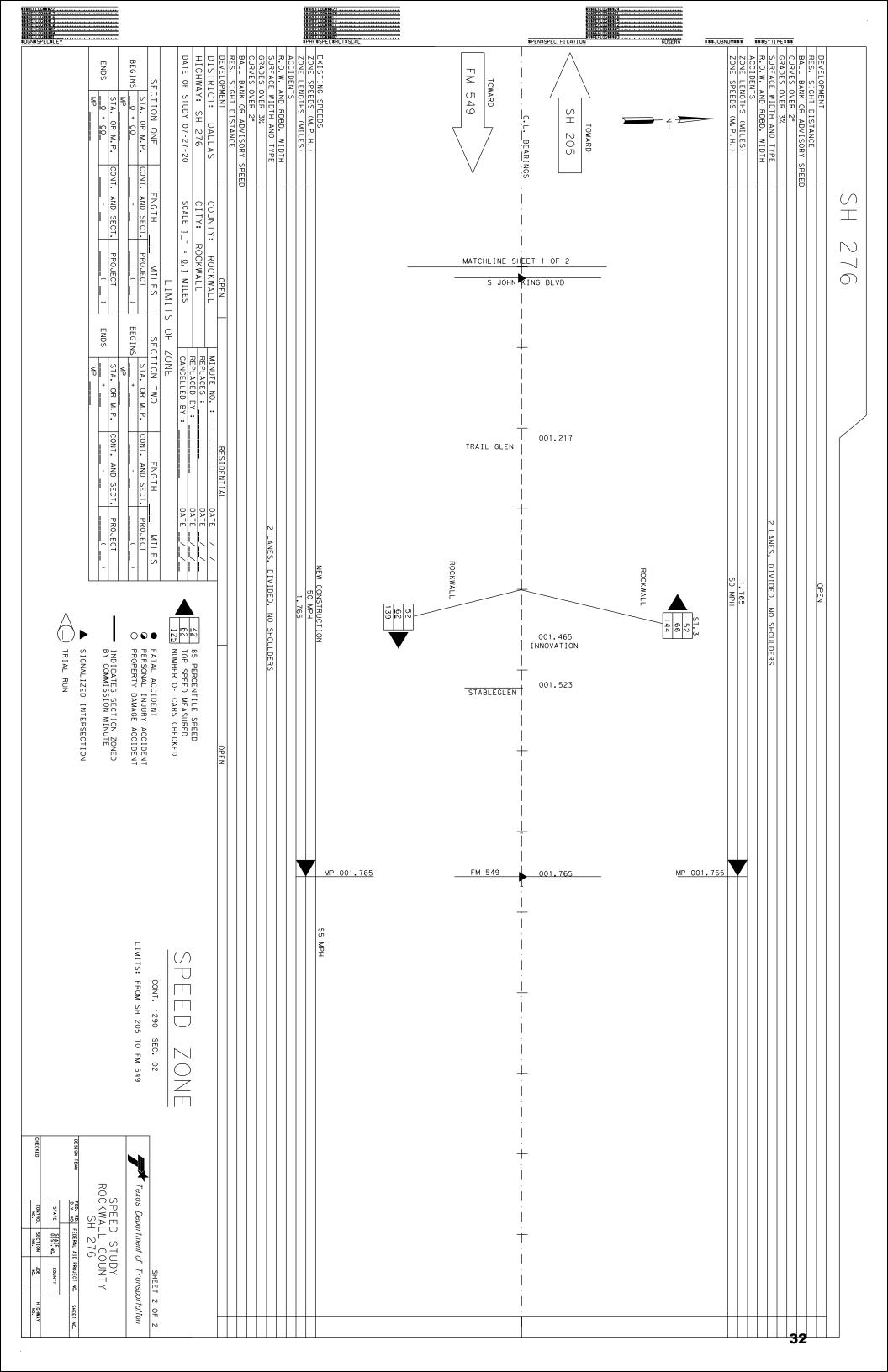
SECTION 4. The Mayor of Rockwall or his designee is hereby authorized to cause to be erected, appropriated signs indicating such speed zones; and

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed Two Hundred Dollars (\$200.00) for each offense.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS THIS 5^{th} DAY OF October, 2020.

	Jim Pruitt, Mayor	_
ATTEST:		
Kristy Cole, City Secretary		
APPROVED AS TO LEGAL FORM:		
Frank Garza, City Attorney		
1 st Reading: <u>September 21, 2020</u>		
2 nd Reading: October 5, 2020		





CITY OF ROCKWALL

ORDINANCE NO. 20-42

SPECIFIC USE PERMIT NO. <u>S-233</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL ADJACENT TO AN ESTABLISHED SUBDIVISION TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.216-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 3, BLOCK A, RICHARD HARRIS #3 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Patrick Wells for the approval of a Specific Use Permit (SUP) for *Residential Infill Adjacent to an Established Subdivision* to allow the construction of a single-family home on a 0.216-acre parcel of land identified as Lot 3, Block A, Richard Harris #3 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 210 Wade Drive, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall should be amended as follows:

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

SECTION 1. That the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for Residential Infill Adjacent to an Established Subdivision to allow the construction of a single-family home adjacent to an established subdivision in accordance with Article 04, Permissible Uses, the Unified Development Code (UDC) [Ordinance No. 20-02] on the Subject Property, and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 03.01, *General Residential District Standards*, and Subsection 03.07, *Single-Family 7 (SF-7) District*, of Article 05, *District Development Standards*, of the Unified Development Code

(UDC) [Ordinance No. 20-02] -- as heretofore amended and may be amended in the future -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the construction of a single-family home on the *Subject Property* and conformance to these operational conditions are required:

- 1) The development of the *Subject Property* shall generally conform to the *Residential Plot Plan* as depicted in *Exhibit 'B'* of this ordinance.
- 2) The construction of a single-family home on the *Subject Property* shall generally conform to the *Building Elevations* depicted in *Exhibit 'C'* of this ordinance.
- 3) Once construction of the single-family home has been completed, inspected, and accepted by the City of Rockwall, this Specific Use Permit (SUP) shall expire, and no further action by the property owner shall be required.

2.2 COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)* of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require the *Subject Property* to comply with the following:

1) Upon obtaining a *Building Permit*, should the contractor operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [Ordinance No. 20-02].

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

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

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

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

SECTION 7. That this ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 5^{TH} DAY OF <u>OCTOBER</u>, <u>2020</u>.

	Jim Pruitt, Mayor	
ATTEST:		
Kristy Cole, City Secretary		
APPROVED AS TO FORM:		
Frank J. Garza, City Attorney		
1 st Reading: <u>September 21, 2020</u>		

2nd Reading: October 5, 2020

Exhibit 'A' Location Map and Survey

Address: 210 Wade Drive

Legal Description: Lot 3, Block A, Richard Harris #3 Addition





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

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



Exhibit 'B':Residential Plot Plan

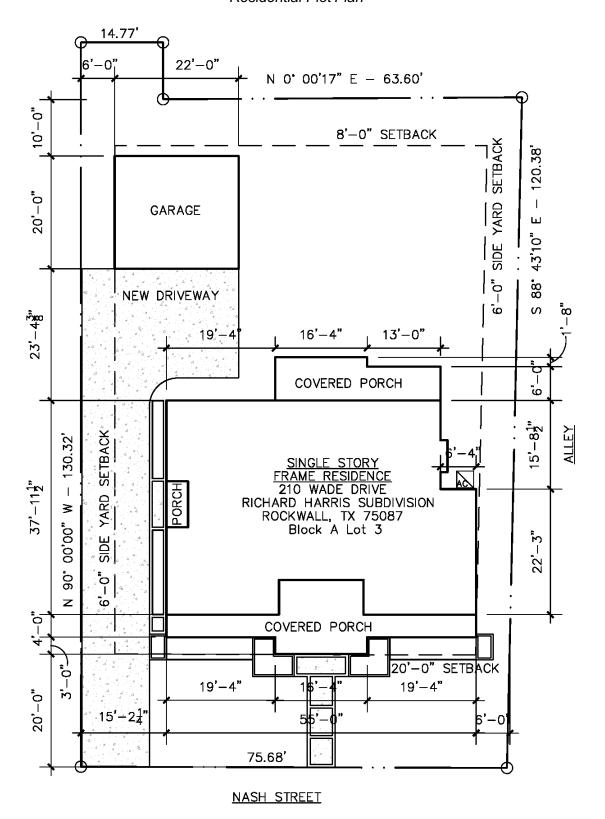




Exhibit 'C': Building Elevations

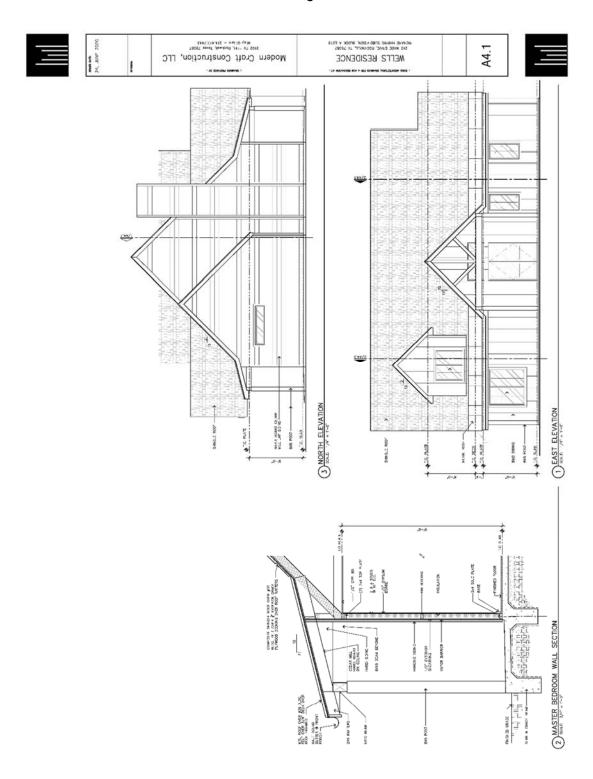


Exhibit 'C':
Building Elevations

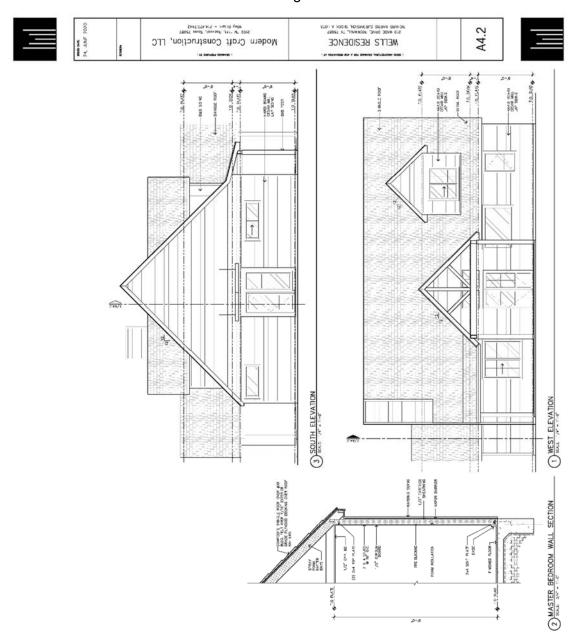
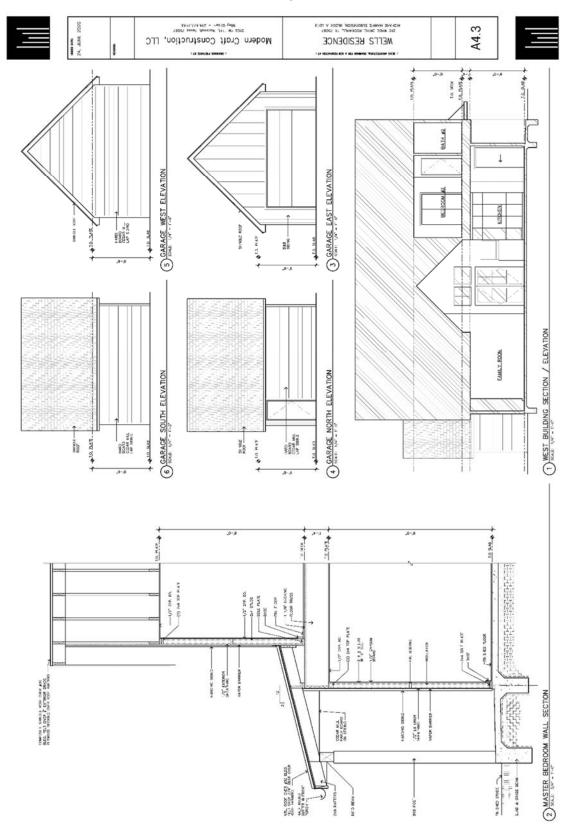


Exhibit 'C':
Building Elevations





MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

FROM: Ryan Miller, Director of Planning and Zoning

DATE: October 5, 2020

SUBJECT: P2020-035; LOT 3, BLOCK A, WOODS AT ROCKWALL ADDITION

Attachments
Case Memo
Development Application
Location Map
Replat

Summary/Background Information

Consider a request by Brad Williams of Winstead PC on behalf of Brian Thornton of Mountainprize, Inc. for the approval of a *Replat* for Lot 3, Block A, Woods at Rockwall Addition being a 2.46-acre parcel of land identified as a portion of Lots 1 & 2, Block A, Woods at Rockwall Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the Scenic Overlay (SOV) District, generally located at the intersection of Yellow Jacket Lane and Ridge Road [*FM-740*], and take any action necessary.

Action Needed

The City Council is being asked to approve, approve with condition, or deny the replat.



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

TO: Mayor and City Council

DATE: October 5, 2020

APPLICANT: Brad Williams; Winstead PC

CASE NUMBER: P2020-035; Lot 3, Block A, Woods at Rockwall Addition

SUMMARY

Consider a request by Brad Williams of Winstead PC on behalf of Brian Thornton of Mountainprize, Inc. for the approval of a <u>Replat</u> for Lot 3, Block A, Woods at Rockwall Addition being a 2.46-acre parcel of land identified as a portion of Lots 1 & 2, Block A, Woods at Rockwall Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the Scenic Overlay (SOV) District, generally located at the intersection of Yellow Jacket Lane and Ridge Road [FM-740], and take any action necessary.

PLAT INFORMATION

- ☑ The applicant is requesting the approval of a replat for a 2.46-acre parcel of land (i.e. Lot 3, Block A, Woods at Rockwall Addition) by incorporating two (2) lots (i.e. Lots 1 & 2, Block A, Woods at Rockwall Addition) into one (1) lot for purpose of conveying the property. Staff should note that the site will not be developed and no permits will be issued without first having an approved site plan, civil engineering plans, and a replat of the property in accordance with the development procedures outlined in the Municipal Code of Ordinances and the Unified Development Code (UDC).
- ☑ On April 15, 2013, the City Council approved a Specific Use Permit (SUP) for the subject property to allow for a convenience store with gasoline sales by *Ordinance No.13-09* [*Case No. Z2013-004*]. On December 10, 2013, the Planning and Zoning Commission approved a site plan [*Case No. SP2013-002*] for the subject property. On December 8, 2015, the Planning and Zoning Commission approved an amended site plan [*Case No. SP2015-018*] for the purpose of revising the exterior elevations of the proposed *Race Trac* gas station and convenience store. On December 21, 2015, the City Council approved a variance to allow for secondary materials (*i.e. EIFS and Trex Board*) to exceed 10% within the Scenic Overlay (SOV) District. On September 25, 2018, the Planning and Zoning Commission approved a second request to amend an approved site plan [*i.e. SP2018-019*] changing the exterior elevations and making minor modifications to the site plan.
- ☑ The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- conforming to the requirements for plats as stipulated by the Chapter 38, Subdivisions, of 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 Chapter 38, *Subdivisions*, of the Municipal Code of Ordinances.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the <u>Replat</u> for Lot 3, Block A, Woods at Rockwall Addition, staff would propose the following conditions of approval:

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

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

PLANNING AND ZONING COMMISSION

On September 29, 2020, the Planning and Zoning Commission approved a motion to recommend approval of the plat with the conditions of approval by a vote of 7-0.



DEVELOPMENT APPLICATION

City of Rockwall Planning and Zoning Department 385 S. Goliad Street Rockwall, Texas 75087 PLANNING & ZONING CASE NO. P2020-035

<u>NOTE:</u> THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING:

CITY ENGINEER:

Please check the appropriate box below to indicate the type of development request [SELECT OI	ONLY ONE BOX]:	
---	----------------	--

[] Preliminary Pla [] Final Plat (\$300.0 [] Replat (\$300.0 [] Amending or N [] Plat Reinstates Site Plan Applicat [] Site Plan (\$250	100.00 + \$15.00 Acre) ¹ at (\$200.00 + \$15.00 Acre) ¹ 0.00 + \$20.00 Acre) ¹ 00 + \$20.00 Acre) ¹ Winor Plat (\$150.00) ment Request (\$100.00)		[] Specific Usi [] PD Develop Other Applicat [] Tree Remo [] Variance Ro Notes:	nge (\$200.00 + e Permit (\$200. oment Plans (\$2 tion Fees: val (\$75.00) equest (\$100.00 the fee, please us	00 + \$15.00 200.00 + \$15. 0) e the exact acr	Acre) 1	
PROPERTY INFO	DRMATION [PLEASE PRINT]						
Address	None						
Subdivision	Woods at Rockwall Addition			Lot	3	Block	Α
General Location	Southeast corner Ridge Road a	nd W. \	Yellow Jack	et Lane			
ZONING, SITE P	LAN AND PLATTING INFORMATION	[PLEASE PR	RINT]				
Current Zoning			Current Use	None			
Proposed Zoning	С		Proposed Use	None			
Acreage	2.46 Lots [Curr	rent] 1.	5 +/-	Lo	ts [Propose	d] 1	
process, and faile	PLATS: By checking this box you acknowledge that ure to address any of staff's comments by the date pro	vided on the	e Development Cal	lendar will result i	in the denial o	f your case.	
The second contract of	CANT/AGENT INFORMATION [PLEASE P	RINT/CHEC	K THE PRIMARY C				7]
	Mountainprize, Inc. Brian Thornton		Contact Person	Diau vviille	airis, vvii	isteau i C	
	200 Galleria Pkwy. SE			2728 N Ha	enwood S	Street	
Address	Suite 900		71001 033	Suite 500	ai wood C	Alcot	
City State & Zin	Atlanta, Georgia 30339	Ci	ity, State & Zip		xas 7520	01	
	706-288-7672			214.745.5			
	amalzer@racetrac.com			bwilliams@	7-05% St	ad.com	
NOTARY VERIFI Before me, the undersign this application to be tr	CATION [REQUIRED] gned authority, on this day personally appeared Bri ue and certified the following:		peratan	_ [<i>Owner</i>] the u	indersigned, v	who stated the i	
cover the cost of this ap that the City of Rockwo permitted to reproduce information." Given under my hand a	om the owner for the purpose of this application; all infipication, has been paid to the City of Rockwall on this lill (i.e. "City") is authorized and permitted to provide any copyrighted information submitted in conjunction and seal of office on this the	the <u> </u>	day of contained within	this application reproduction is a	20 ZC . By to the public. ssociated or in	response to also respon	ication, l'agree authorized and guest for public CL
Notary Public in	and for the State of Texas	u ll	arke	My C	ommission EA	AUG /,	1人

DEVELOPMENT APPLICATION . CITY OF ROCKWALL . 385 SOUTH GOLIAD STREET . ROCKWALL, TX 75087 . [P] (972) 771-774

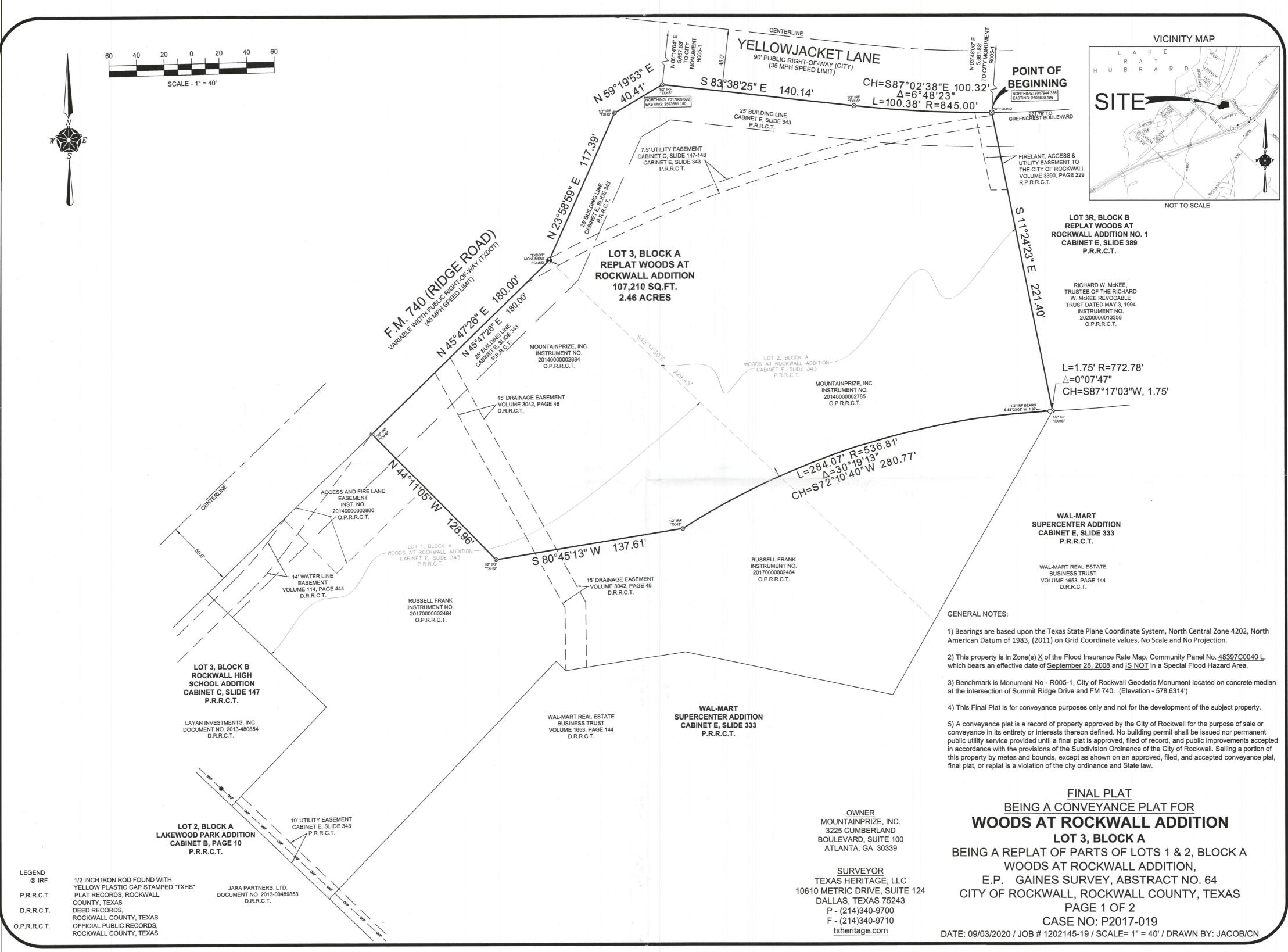




City of Rockwall Planning & Zoning Department 385 S. Goliad Street

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.





OWNER'S CERTIFICATE:

STATE OF TEXAS COUNTY OF ROCKWALL CITY OF ROCKWALL

WHEREAS, Mountainprize, Inc. is the sole owner of a tract of land situated in the E.P. Gaines Survey, Abstract No. 64 in the City of Rockwall, Rockwall County, Texas, being a part of Lots 1 and 2, Block A of THE WOODS AT ROCKWALL ADDITION, an Addition to the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded in Cabinet E, Slide 343, Plat Records, Rockwall County, Texas and being the same tract of land described in Special Warranty Deed to Mountainprize, Inc., a Georgia corporation, recorded in Instrument No. 20140000002785, Official Public Records, Rockwall County, Texas, and also being the same tract of land described in Special Warranty Deed to Mountainprize, Inc., a Georgia corporation, recorded in Instrument No. 20140000002884, Official Public Records, Rockwall County, Texas, and collectively being more particularly described by metes and bounds as follows:

Beginning at an "X" found in the South right-of-way line of Yellowjacket Lane (90 foot public right-of-way), said point being the northwest corner of Lot 3R, Block B of REPLAT WOODS AT ROCKWALL ADDITION NO. 1, an addition to the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded in Cabinet E, Slide 389 of the Plat Records of Rockwall County, Texas, same being the northeast corner of said Lot 2, same being the northeast corner of herein described

Thence South 11 Degrees 24 Minutes 23 Seconds East, along the west line of said Lot 3R, a distance of 221.40 feet to a 1/2 inch iron rod found for corner with a yellow cap stamped "TXHS", said point being the southwest corner of said Lot 3R, same being the northwest corner of Wal-Mart Supercenter Addition, an addition to the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded in Cabinet E, Slide 333 of the Plat Records of Rockwall County, Texas, and being the beginning of a non-tangent curve to the right with a radius of 772.78 feet at the northeast corner of a tract of land described in General Warranty Deed with Vendor's Lien to Russell Frank, recorded in Instrument No. 20170000002484, Official Public Records, Rockwall County, Texas;

Thence along said non-tangent curve to the right and north line of said Frank tract, having a delta angle of 00 degrees 07 minutes 47 seconds, a chord bearing and distance of South 87 degrees 17 minutes 03 seconds West, 1.75 feet, and an arc length of 1.75 feet to a 1/2 inch iron rod found at the beginning of a tangent curve to the left with a radius of 536.81 feet;

Thence along said tangent curve to the left and said north line of Frank tract, having a delta angle of 30 degrees 19 minutes 13 seconds, a chord bearing and distance of South 72 degrees 10 minutes 40 seconds West, 280.77 feet, and an arc length of 284.07 feet to a 1/2 inch iron rod found for corner with a yellow cap stamped "TXHS";

Thence South 80 degrees 45 minutes 13 seconds West, along said north line of Frank tract, a distance of 137.61 feet to a 1/2 inch iron rod found for corner with a yellow plastic cap stamped "TXHS";

Thence North 44 degrees 11 minutes 05 seconds West, along the northeast line of said Frank tract, a distance of 128.96 feet to a 1/2 inch iron rod found for corner with a yellow plastic cap stamped "TXHS" lying in the southeast right-of-way line of said F.M. 740 (Ridge Road) (variable width public right-of-way) and being the most northern corner of said Frank tract;

Thence North 45 Degrees 47 Minutes 26 Seconds East, along said southeast right-of-way line of said F.M. 740 (Ridge Road), a distance of 180.00 feet to a TXDOT Monument found for corner, said point being the north corner of said Lot 1 and the common west corner of said Lot 2;

Thence North 23 Degrees 58 Minutes 59 Seconds East, continuing along the southeast right-of-way line of said F.M. 740, a distance of 117.39 feet to a 1/2 inch iron rod found for corner with a yellow cap stamped "TXHS" at the intersection of the southeast right-of-way line of said F.M. 740 and the south right-of-way line of said Yellowjacket Lane, said point being the northwest corner of said Lot 2, and being the northwest corner of herein described tract;

Thence North 59 Degrees 19 Minutes 53 Seconds East, along the south right-of-way line of said Yellowjacket Lane, a distance of 40.41 feet to a 1/2 inch iron rod found for corner with a yellow cap stamped "TXHS";

Thence South 83 Degrees 38 Minutes 25 Seconds East, continuing along the south right-of-way line of said Yellowjacket Lane, a distance of 140.14 feet to a 1/2 inch iron rod found for corner with a yellow cap stamped "TXHS", said point being the beginning of a curve to the left;

Thence, continuing along the south right-of-way line of said Yellowjacket Lane, and along said curve to the left, through a central angle of 6°48'23", a radius of 845.00 feet, a chord bearing and distance of South 87°02'38" East, 100.32 feet and an arc length of 100.38 feet to the POINT OF BEGINNING and containing 107,210 square feet or 2.46 acres of land.

SURVEYORS CERTIFICATE:

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

Gary E. Johnson, R.P.L.S./No. 5299

STATE OF TEXAS

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared Gary E. Johnson, 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 purposes and considerations therein expressed and in the capacity

My commission expires:

GARY E. JOHNSON

therein stated and as the act and deed therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this

Notary Signature

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS COUNTY OF ROCKWALL CITY OF ROCKWALL

That, Mountainprize, Inc., does hereby adopt this plat designating the herein described property as CONVEYANCE PLAT OF WOODS AT ROCKWALL ADDITION, LOT 3, BLOCK A, a subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purposes and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in the REPLAT WOODS AT ROCKWALL ADDITION, LOT 3, BLOCK A, subdivision have been notified and sighed this plat.

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

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

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 developer and/or owner as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence or work done; or

Until the developer and/or owner files a corporate surety bond with the city 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; Our successors and assigns hereby waive any claim, damage, or cause of action the We may have as a result of the dedication of exactions made herein.

Mountainprize, Inc.

Brian Thornton

Vice President of Real Estate, Engineering and Construction

STATE OF TEXAS

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared Brian Thornton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of ___ My commission expires: Notary Signature

LEGEND	
⊗ IRF	1/2 INCH IRON ROD FOUND WITH
	YELLOW PLASTIC CAP STAMPED "TXHS"
P.R.R.C.T.	PLAT RECORDS, ROCKWALL
	COUNTY, TEXAS
D.R.R.C.T.	DEED RECORDS,
	ROCKWALL COUNTY, TEXAS

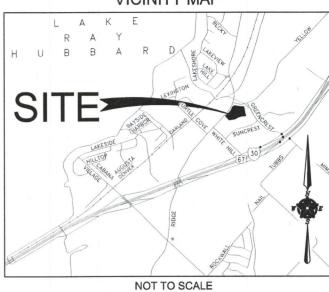
OFFICIAL PUBLIC RECORDS,

ROCKWALL COUNTY, TEXAS

OWNER MOUNTAINPRIZE, INC. P - (214)340-9700 3225 CUMBERLAND **BOULEVARD, SUITE 100** F - (214)340-9710 ATLANTA, GA 30339 txheritage.com

SURVEYOR TEXAS HERITAGE, LLC 10610 METRIC DRIVE, SUITE 124 DALLAS, TEXAS 75243

VICINITY MAP



	RECOMMENDE	D FOR FINAL	APPROVAL	
Planning and Zoning Com	mission	_	Date	
	A	PPROVED		
I hereby certify that that the approved by the City Cou, 20:	ncil of the City of			
WITNESS OUR HANDS,	on this the	day of _		, 2020.
Mayor, City of Rockwall				
City Secretary, City of Ro	ckwall			
Engineer, City of Rockwa	II			
Engineer, Oity of Nockwa				

GENERAL NOTES:

- 1) Bearings are based upon the Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983, (2011) on Grid Coordinate values, No Scale and No Projection.
- 2) This property is in Zone(s) X of the Flood Insurance Rate Map, Community Panel No. 48397C0040 L, which bears an effective date of September 28, 2008 and IS NOT in a Special Flood Hazard Area.
- 3) Benchmark is Monument No R005-1, City of Rockwall Geodetic Monument located on concrete median at the intersection of Summit Ridge Drive and FM 740. (Elevation - 578.6314')
- 4) This Final Plat is for conveyance purposes only and not for the development of the subject property.
- 5) A conveyance plat is a record of property approved by the City of Rockwall for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit shall be issued nor permanent public utility service provided until a final plat is approved, filed of record, and public improvements accepted in accordance with the provisions of the Subdivision Ordinance of the City of Rockwall. Selling a portion of this property by metes and bounds, except as shown on an approved, filed, and accepted conveyance plat, final plat, or replat is a violation of the city ordinance and State law.

FINAL PLAT BEING A CONVEYANCE PLAT FOR WOODS AT ROCKWALL ADDITION LOT 3, BLOCK A

BEING A REPLAT OF PARTS OF LOTS 1 & 2, BLOCK A WOODS AT ROCKWALL ADDITION, E.P. GAINES SURVEY, ABSTRACT NO. 64 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS PAGE 1 OF 2

CASE NO: P2017-019 DATE: 09/03/2020 / JOB # 1202145-19 / SCALE= 1" = 40' / DRAWN BY: JACOB/CN



MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

FROM: Ryan Miller, Director of Planning and Zoning

DATE: October 5, 2020

SUBJECT: P2020-038; LOTS 10 & 11, BLOCK A, STONE CREEK RETAIL ADDITION

Attachments
Case Memo
Development Application
Location Map
Replat
Closure Report

Summary/Background Information

Consider a request by Clay Cristy of ClayMoore Engineering on behalf of Grey Stogner of Metroplex Acquisition Fund, LP for the approval of a *Replat* for Lots 10 & 11, Block A, Stone Creek Retail Addition being an eight (8) acre parcel of land identified as Lot 8, Block A, Stone Creek Retail Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 70 (PD-70) for General Retail (GR) District land uses, situated within the North SH-205 Overlay (N. SH-205 OV) District, generally located north of the intersection of Stone Creek Drive and Bordeaux Drive, and take any action necessary.

Action Needed

The City Council is being asked to approve, approve with condition, or deny the replat.



385 S. GOLIAD STREET • ROCKWALL, TX 75087 PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

TO: Mayor and City Council

DATE: October 5, 2020

APPLICANT: Clay Cristy; ClayMoore Engineering

CASE NUMBER: P2020-038; Lots 10 & 11, Block A, Stone Creek Retail Addition

SUMMARY

Consider a request by Clay Cristy of ClayMoore Engineering on behalf of Grey Stogner of Metroplex Acquisition Fund, LP for the approval of a *Replat* for Lots 10 & 11, Block A, Stone Creek Retail Addition being an eight (8) acre parcel of land identified as Lot 8, Block A, Stone Creek Retail Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 70 (PD-70) for General Retail (GR) District land uses, situated within the North SH-205 Overlay (N. SH-205 OV) District, generally located north of the intersection of Stone Creek Drive and Bordeaux Drive, and take any action necessary.

PLAT INFORMATION

- ☑ The applicant is requesting the approval of a replat for an eight (8) acre parcel of land identified as Lot 8, Block A, Stone Creek Retail Addition for the purpose of creating two (2) lots (i.e. Lots 10 & 11, Block A, Stone Creek Retail Addition) to facilitate the construction of a daycare facility on Lot 10, Block A, Stone Creek Retail Addition.
- ☑ On April 2, 2007, the City Council approved Planned Development District 70 (PD-70) [Ordinance No. 07-13; Case No. Z2007-006], which created a master planned community that consisted of 23.44-acres of land designated for General Retail (GR) District land uses and 395.075-acres of land designated for Single-Family 10 (SF-10) District land uses. This is currently the location of the Stone Creek Subdivision. On January 5, 2009, the City Council adopted Ordinance No. 09-01, which approved a PD Development Plan for the 23.44-acre tract of land designated for General Retail (GR) District land uses. On June 9, 2020, the Planning and Zoning Commission approved a site plan [i.e. Case Number SP2020-005] for Primrose School located on the proposed Lot 10, Block A, Stone Creek Retail Addition.
- ☑ The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- conforming to the requirements for plats as stipulated by the Chapter 38, Subdivisions, of 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 Chapter 38, *Subdivisions*, of the Municipal Code of Ordinances.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the replat for Lots 10 & 11, Block A, Stone Creek Retail 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; and,
- (2) Any construction resulting from the approval of this plat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted

engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On September 29, 2020, the Planning and Zoning Commission approved a motion to recommend approval of the replat with the conditions of approval by a vote of 7-0.

Notary Public in and for the State of Texas

DEVELOPMENT APPLICATION

City of Rockwall Planning and Zoning Department 385 S. Goliad Street Rockwall, Texas 75087

STAFF USE ONLY -

PLANNING & ZONING CASE NO.

NOTE: THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING:

CITY ENGINEER:

Please check the ap	ppropriate box below to indicate the type o	f developmen	t request [S	SELECT ONLY ONE BOXJ:
[] Preliminary Pl. [] Final Plat (\$300.0 [] Amending or I [] Plat Reinstate: Site Plan Applicat [] Site Plan (\$250	100.00 + \$15.00 Acre) ¹ at (\$200.00 + \$15.00 Acre) ¹ 0.00 + \$20.00 Acre) ¹ 00 + \$20.00 Acre) ¹ Winor Plat (\$150.00) ment Request (\$100.00)	[[] [[] []] Specific Us] PD Develor ther Applican] Tree Remo] Variance R tes: n determining	ange (\$200.00 + \$15.00 Acre) ¹ se Permit (\$200.00 + \$15.00 Acre) ¹ pment Plans (\$200.00 + \$15.00 Acre) ¹
PROPERTY INFO	PRMATION [PLEASE PRINT]			
Address				
Subdivision	Stone Creek Retail Addition			Lot 8 Block A
General Location	North East Corner of N. Goliad	St and Bo	rdeaux D	Or.
ZONING SITE D	LAN AND PLATTING INFORMATION	V IDLEASE DRINIT	1	
Current Zoning				Undeveloped
Proposed Zoning				Mixed-Retail/Rest//Office/Daycare
		rrent] 1	posed ose	Lots [Proposed] 2
Acreage				
[] SITE PLANS AND process, and faile	PLATS: By checking this box you acknowledge tha ure to address any of staff's comments by the date pu	t due to the pass ovided on the De	age of <u>HB316</u> velopment Ca	57 the City no longer has flexibility with regard to its approval lendar will result in the denial of your case.
OWNER/APPLIC	CANT/AGENT INFORMATION [PLEASE	PRINT/CHECK TH	IE PRIMARY C	ONTACT/ORIGINAL SIGNATURES ARE REQUIRED)
[] Owner	Metroplex Acquisition Fund, LP	1	Applicant	ClayMoore Engineering
Contact Person	Grey Stogner	Cont	act Person	Clay Cristy
Address	1717 Woodstead Ct.		Address	1903 Central Dr.
	Ste. 207			Ste. 406
City, State & Zip	The Woodlands, TX 77380	City,	State & Zip	Bedford, Texas 76021
Phone	214.343.4477		Phone	817.281.0572
E-Mail	gstogner@crestviewcompanies	.com	E-Mail	Clay@claymooreeng.com
Before me, the undersi this application to be tr	ue and certified the following:	1		_ [Owner] the undersigned, who stated the information on
cover the cost of this ap that the City of Rockwo permitted to reproduce information."	plication, has been paid to the City of Rockwall on the ill (i.e. "City") is authorized and permitted to provid any copyrighted information submitted in conjunction	is the day le information col on with this applic	of ntained within cation, if such	true and correct; and the application fee of \$, to, 20 By signing this application, I agree to this application to the public. The City is also authorized and reproduction is associated or in
Given under my hand a	nd seal of office on this the 20^{-1} day of 4	briang.	20 20	Notary Public, State of Texas Comm. Expires 09-15-2020
	owner's Signature	$\overline{}$		Notary ID 739406-3

My Commission Expires

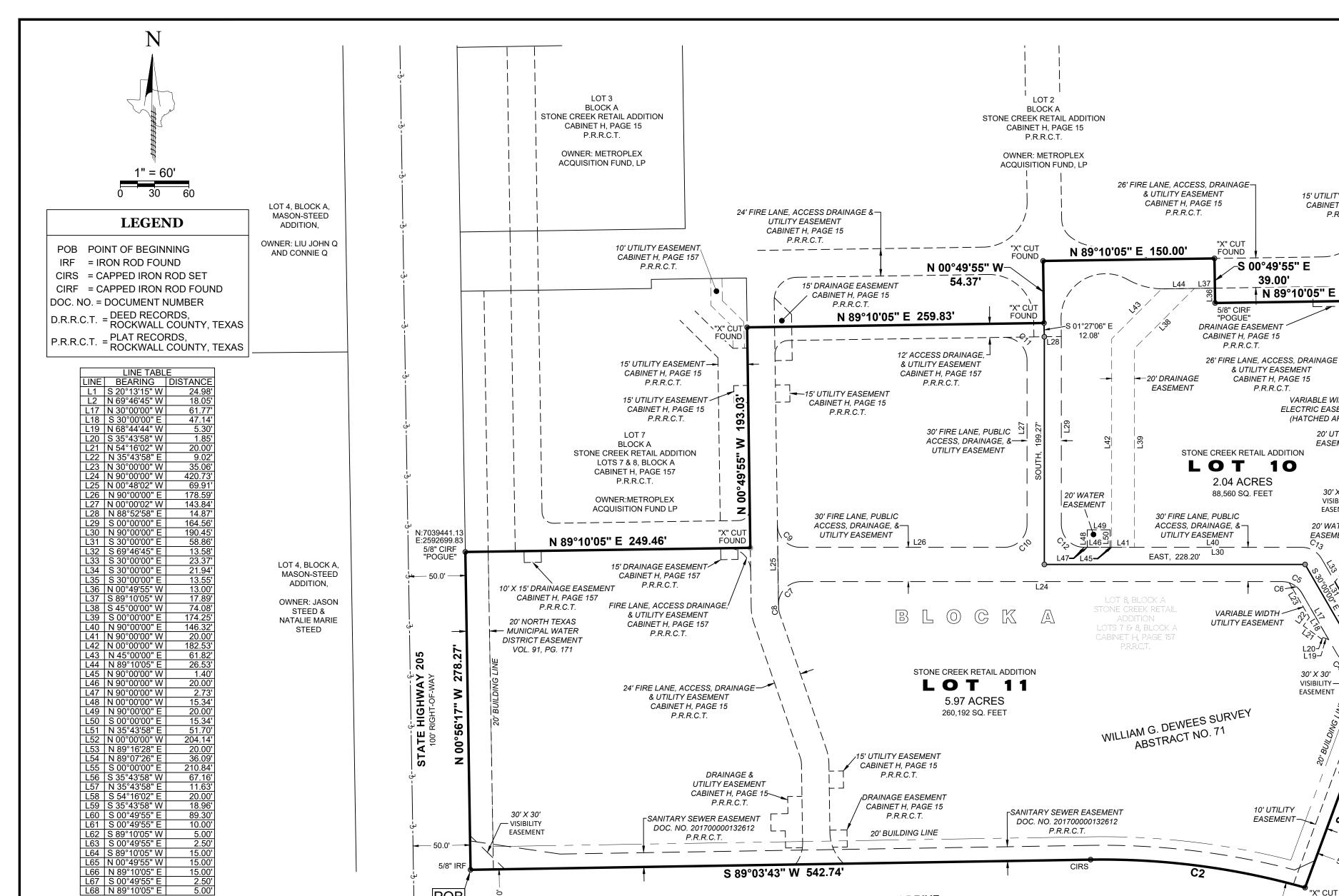




City of Rockwall

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.





CURVE TABLE
| DELTA ANGLE | CHORD BEARING | CHORD LENGTH CURVE ARC LENGTH RADIUS 21°03'11" 16°44'48" S 09°41'40" W N 82°33'52" W 14.30' 25.00' 32°46'32" N 53°23'29" W 13.89' 20.00' 39°46'45" N 49°53'22" W 14.11' 13.61' | 20.94' | 20.00' | 60°00'00" | N 60°00'00" W | 14.46' | 20.00' | 41°25'02" | S 50°42'31" E | 31.64' | 20.00' | 90°39'15" | S 44°40'23" W | 8.63' | 27.44' | 18°01'35" | S 08°33'39" E C5 C6 C7 C8 20.00' 14.14' 28.45' 8.60' C9 C10 89°03'31" S 45°28'14" E 90°00'00" N 45°00'00" E 31.73' 20.00' 90°53'29" N 45°26'44" W 31.73 20.00 90°5329° N 45°26'44° W
31.42' 20.00' 90°00'00" \$ 45°00'00" E
20.94' 20.00' 60°00'00" \$ 60°00'00" E
13.89' 20.00' 39°46'45" \$ 49°53'22" E
15.25' 25.00' 34°56'52" \$ 87°15'11" E
5.91' 549.92' 0°36'55" \$ 19°54'48" W
7.89' 20.00' 22°37'02" \$ 41°18'31" E 5.91' 7.84'

Project 1910.030-03

Date

L66 N 89°10'05" E

L67 S 00°49'55" E L68 N 89°10'05" E

09/18/20 Drafter

TAR/CF

SURVEYING

EAGLE SURVEYING, LLC 210 S. Elm Street, Suite: 104 Denton, TX 76201 (940) 222-3009 TX Firm #10194177

POB

N:7039162.89 E:2592704.38

ENGINEER ClayMoore Engineering 1903 Central Drive, Suite 406 Bedford, TX 76021 (817) 281-0572

LOT 71, BLOCK A

STONE CREEK PHASE V

OWNER: ROCKWALL STONE

CREEK ESTATES HOMEOWNERS

ASSOCIATION INC

SURVEYOR Eagle Surveying, LLC 210 S. Elm Street, Suite 104 Denton, TX 76201 (940) 222-3009

LOT 1, BLOCK A

STONE CREEK PHASE 1

OWNER: SANJAY KUMAR

RAJBHANDARI

S 89°03'43" W 542.74'

OWNER Crestview Real Estate 12720 Hillcrest Road, Suite 650 Dallas, TX 75230

LOT 17, BLOCK N

STONE CREEK PHASE 1

OWNER: RICHARD L. SHING &

IVEY D. SHING

BORDEAUX DRIVE

100' RIGHT-OF-WAY

DRIVE

RECORDED IN CABINET H, PAGE 147, P.R.R.C.T., SITUATED IN THE WILLIAM G. DEWEES SURVEY, ABSTRACT No. 71, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

BEING A REPLAT OF LOT 8, BLOCK A OF STONE CREEK RETAIL ADDITION,

FINAL PLAT

STONE CREEK RETAIL ADDITION

LOTS 10 & 11, BLOCK A

PAGE 1 OF 2

LOT 11,

BLOCK V STONE CREEK

PHASE IV

OWNER: VICKI

MARLA MALONE

MOUNT CASTLE

DRIVE

50' RIGHT-OF-WAY

LOT 27,

BLOCK P

STONE CREEK

PHASE VI

OWNER: CARLA S

RANKIN

LOT 1,

BLOCK P

STONE CREEK

PHASE IIB

OWNER: MICHAEL

JACKSON AND

CARISSA JACKSON

DEVERSION DRIVE

50' RIGHT-OF-WAY

BLOCK O

STONE CREEK PHASE IIB

OWNER: CRUSE JAMES

LOT 22, BLOCK O

STONE CREEK PHASE V

OWNER: ROCKWALL STONE

CREEK ESTATES HOMEOWNERS ASSOCIATION INC

15' DRAINAGE EASEMENT — CABINET H, PAGE 15

1/2" CIRF

E:2593547.17

_ 50.0' -

S.

15' LITH ITY FASEMENT

CABINET H, PAGE 15 -

N 89°10'05" E 191.17'

VARIABLE WIDTH

ELECTRIC EASEMENT-

(HATCHED AREA)

20' UTILITY-

EASEMENT

30' X 30'

VISIBILITY -

20' WATER

EASEMENT-

30' X 30'

VISIBILITY

EASEMENT

50.0'

'X" CUT

EASEMENT

FOUND

"POGUE

P.R.R.C.T.

2.04 ACRES 88,560 SQ. FEET

VARIABLE WIDTH ~

10' UTILITY

EASEMENT-

LOT 18, BLOCK N

STONE CREEK PHASE V

OWNER: ROCKWALL STONE

CREEK ESTATES HOMEOWNERS

ASSOCIATION INC

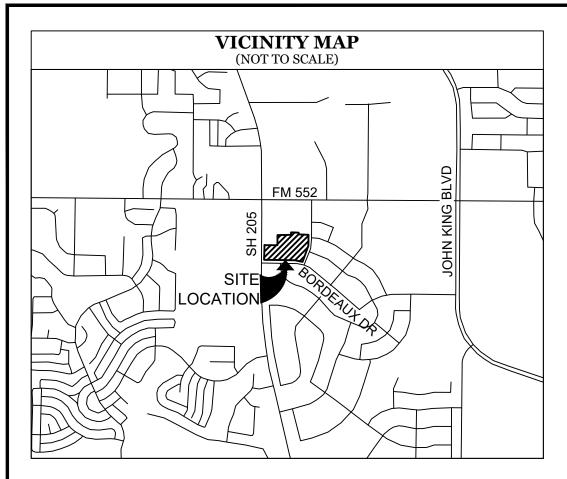
∕S 00°49'55" E

39.00'

& UTILITY EASEMENT

P.R.R.C.T.

CABINET H, PAGE 15



GENERAL NOTES

- 1.) The purpose of this plat is to split a single lot of record into two lots and dedicate easements for site development.
- 2.) This property is located in "Non-shaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated September 26, 2008 as shown on Map Number 48397C0030L.
- 3.) The grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTKNET Cooperative network. North American Datum of 1983 (adjustment realization 2011) State Plane Coordinate System (Texas North Central Zone 4202).
- 4.) Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
- 5.) All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
- 6.) The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTKNET Cooperative network. North American Datum of 1983 (adjustment realization 2011).
- 7.) Property owner is responsible for repair, replacement, and maintenance off all detention and drainage systems in easements on-site.
- 8.) It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF ROCKWALL §

WHEREAS, **Crestview Real Estate**, is the owner of an 8.01 acre tract of land out of the William G. Dewees Survey, Abstract Number 71, situated in the City of Rockwall, Rockwall County, Texas, being all of Lot 8, Block A of Stone Creek Retail Addition, Lots 7 & 8, Block A, a subdivision of record in Cabinet H, Page 157 of the Plat Records of Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 5/8" iron rod found at the intersection of the East right-of-way line of State Highway 205 (100' right-of-way) and the North right-of-way line of Bordeaux Drive (100' right-of-way), being the Southwest corner of said Lot 8;

THENCE, N 00°56'17" W, along the East right-of-way line of State Highway 205, being the common West line of said Lot 8, a distance of 278.27 feet to a 5/8 inch iron rod with yellow plastic cap stamped "POGUE" found at the Southwest corner of Lot 7, Block A of said Stone Creek Retail Addition;

THENCE, leaving the East right-of-way line of State Highway 205, along the South and East lines of said Lot 7, being the common West line of said Lot 8, the following two (2) courses and distances:

- 1. N 89°10'05" E, a distance of 249.46 feet to an "X" cut found at the Southeast corner of said Lot 7;
- 2. N 00°49'55" W, a distance of 193.03 feet to an "X" cut found in the South line of Lot 2, Block A, Stone Creek Retail Addition, a subdivision of record in Cabinet H, Page 15 of said Plat Records;

THENCE, along the South line of said Lot 2, being the common North line of said Lot 8, the following five (5) courses and distances:

- 1. N 89°10'05" E, a distance of 259.83 feet to an "X" cut found;
- 2. N 00°49'55" W, a distance of 54.37 feet to an "X" cut found;
- 3. N 89°10'05" E, a distance of 150.00 feet to an "X" cut found;
- 4. S 00°49'55" W, a distance of 39.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "POGUE" found;
- 5. N 89°10'05" E, a distance of 191.17 feet to a 1/2 inch iron rod with a yellow cap stamped "WESTWOOD" found in the West right-of-way line of Fairfax Drive (100' right-of-way), being the Southeast corner of said Lot 2, also being the Northeast corner of said Lot 8;

THENCE, along the West right-of-way line of Fairfax Drive and, being the common East line of said Lot 8, the following three (3) course and distances:

- 1. S 00°49'55" E, a distance of 99.30 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of beginning of a curve to the right;
- 2. Along said curve to the right, having a radius of 550.00 feet, a delta angle of 21°03'11", a chord which bears S 09°41'40" W, a distance of 200.96 feet, an arc length of 202.10 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of tangency of said curve;
- 3. S 20°13'15" W, a distance of 231.46 to an "X" cut set at the intersection of the West right-of-way line of Fairfax Drive and the curving North right-of-way line of Bordeaux Drive, being the Southeast corner of said Lot 8;

THENCE, along the North right-of-way line of Bordeaux Drive, being the common South line of said Lot 8,

- 1. Along a curve to the left, having a radius of 650.00 feet, a delta angle of 16°44'48", a chord which bears N 82°33'52" W, a distance of 189.31 feet, an arc length of 189.99 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of tangency of said curve;
- 2. S 89°03'43" W, a distance of 542.74 feet to the **POINT OF BEGINNING** and enclosing 8.01 acres (348,751 square feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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

- 1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
- 2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
- 3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
- 4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
- 5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
- 6. 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
- 7. Property owner shall be responsible for maintaining, repairing, and replacing all systems within the drainage and detention easements

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 we may have as a result of the dedication of exactions made herein.

BY: Grey Stogner		Date
STATE OF TEXAS COUNTY OF	§ 6	
		nally appeared Grey Stogner , known to
me to be the person who	ose name is subscribed to the foreg	nally appeared Grey Stogner , known to going instrument, and acknowledged to iderations therein expressed and in the

CERTIFICATE OF SURVEYOR

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, **MATTHEW RAABE**, 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.

Date

PRELIMINARY

OWNER: Crestview Real Estate

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

Matthew Raabe
Registered Professional Land Surveyor #6402

CERTIFIC	CATE OF	APPROVAL
Chairman Planning & Zoning Commission	-	Date
APPROVED:		
1	Texas, was ap	of STONE CREEK RETAIL ADDITION proved by the City Council of the City o, 2020.
		plat for such addition is recorded in the nin one hundred eighty (180) days from
WITNESS OUR HANDS, this	day of	, 2020.
Mayor, City of Rockwall	-	City Secretary, City of Rockwall
City Engineer	-	

Date 09/18/20 EAGLE SURVEYING

EAGLE SURVEYING, LLC 210 S. Elm Street, Suite: 104 Denton, TX 76201 (940) 222-3009 TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
210 S. Elm Street, Suite: 104
Denton, TX 76201
(940) 222-3009

ENGINEER
ClayMoore Engineering
1903 Central Drive, Suite 406
Bedford, TX 76021
(817) 281-0572

OWNER
Crestview Real Estate
12720 Hillcrest Road, Suite 650
Dallas, TX 75230

FINAL PLAT

STONE CREEK RETAIL ADDITION

LOTS 10 & 11, BLOCK A

BEING A REPLAT OF LOT 8, BLOCK A OF STONE CREEK RETAIL ADDITION, RECORDED IN CABINET H, PAGE 147, P.R.R.C.T., SITUATED IN THE WILLIAM G. DEWEES SURVEY, ABSTRACT No. 71, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Lot File: Z:\OFFICE\PROJECTS\2019\1910 - October 2019\19-10-30 STONE CREEK DRIVE\DWG\CRD File: Z:\OFFICE\COORD\19-10-30 STONECREEK DR.crd

Lot: 8		Bloc	k: A, Type	: LOT			
PNT# 105	Bearing		Distance	Northing 7039162.894	Easting 2592704.384	Station 0.000	
	N 00°56'17"	M	278.272				
104	N 89°10'05"	E	249.457	7039441.129	2592699.829	278.272	
100				7039444.750	2592949.260	527.729	
101	N 00°49'55"	M	193,030	7020627 760	2592946.457	720.759	
101	N 89°10'05"	E	259.830	7039637.760	2592946.457	120.159	
110				7039641.532	2593206.260	980.589	
109	N 00°49'55"	W	54.370	7039695 897	2593205.470	1034.959	
	N 89°10'05"	E	150.000				
108	s 00°49'55"	C C	39.000	7039698.074	2593355.454	1184.959	
107	3 00 49 33	E	39.000	7039659.079	2593356.021	1223.959	
106	N 89°10'05"	E	191.170	5000661 054	0500545 454		
106	s 00°49'55"	E	99.300	7039661.854	2593547.171	1415.129	
S10					2593548.612		
Radi	ius: 550.000	Len	gth: 202.0	95 Chord: 2 n: S 89°10'05	00.960 Delt	a: 21°03'11"	147
Radi	ius Pt: C10 70	03955	4.578,2592	998.670 Tang	ent: 102.200	Dir: Right	
Tang	gent-In: S 00°	°49'5	5" E Tang	ent-Out: S 20	°13'16" W Ta	ngential-In	Tangential-Ou
S11	s 20°13'15"	W	231.460	7039364.474	2593514.772	1/16.524	
S12					2593434.770		
				86 Chord: 1			
				n: S 15°48'32 257.690 Tang			E
							-In Tangentia
S13					2593247.052		
105	S 89°03'43"	W	542.740	7020160 004	0500504 004	0.600 510	
105 Closur	re Error Dista	ance>	0.0000	7039162.894	2592704.384	2680./10	
510541	C DITOL DIDUC	411007	- 0.0000				

Block A Total Area: 348751 Sq. Feet, 8.0062 Acres

Total Distance> 2680.710

Area: 348751 Sq. Feet, 8.0062 Acres



MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

FROM: Ryan Miller, Director of Planning and Zoning

DATE: October 5, 2020

SUBJECT: P2020-041; FINAL PLAT OF LOT 1, BLOCK A, BACON ADDITION

Attachments
Case Memo
Development Application
Location Map
Final Plat

Summary/Background Information

Consider a request by Brad Bacon of Bacon Property, LLC for the approval of a Final Plat for Lot 1, Block A, Bacon Addition being a 3.57-acre tract of land identified as Lot 1-M of the Bodin Industrial Tract, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 2055 Kristy Lane, and take any action necessary.

Action Needed

The City Council is being asked to approve, approve with condition, or deny the final plat.



385 S. GOLIAD STREET • ROCKWALL, TX 75087 PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

TO: Mayor and City Council

DATE: October 5, 2020

APPLICANT: Brad Bacon; Bacon Property, LLC

CASE NUMBER: P2020-041; Lot 1, Block A, Bacon Addition

SUMMARY

Consider a request by Brad Bacon of Bacon Property, LLC for the approval of a *Final Plat* for Lot 1, Block A, Bacon Addition being a 3.57-acre tract of land identified as Lot 1-M of the Bodin Industrial Tract, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 2055 Kristy Lane, and take any action necessary.

PLAT INFORMATION

- ☑ The applicant is requesting the approval of a final plat for a 3.57-acre parcel of land currently identified as Lot 1-M, Block A, Bodin Industrial Tract for the purpose of establishing one (1) lot (*i.e. Lot 1, Block A, Bacon Addition*) to facilitate the construction of a ~20,823 SF single-story office/warehouse facility.
- ☑ On August 16, 1979, a final plat was filed with Rockwall County establishing the Bodin Industrial Tract. This plat designated the subject property as a portion of Lot 1 of the Bodin Industrial Tract. On December 21, 2009, the subject property was established as Lot 1-M of the Bodin Industrial Tract by *Volume 6001, Page 215*, which conveyed the subject property as a portion of Lot 1 of the Bodin Industrial Tract (*i.e. subdividing the tract by metes and bounds*). On February 11, 2020, the Planning and Zoning Commission approved a site plan [*i.e. Case No. SP2019-047*] for a ~20,823 SF office/warehouse facility.
- ☑ The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- conforming to the requirements for plats as stipulated by the Chapter 38, Subdivisions, of 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 Chapter 38, *Subdivisions*, of the Municipal Code of Ordinances.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the final plat for Lot 1, Block A, Bacon 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; and,
- (2) Any construction resulting from the approval of this plat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On September 29, 2020, the Planning and Zoning Commission approved a motion to recommend approval of the replat with the conditions of approval by a vote of 7-0.



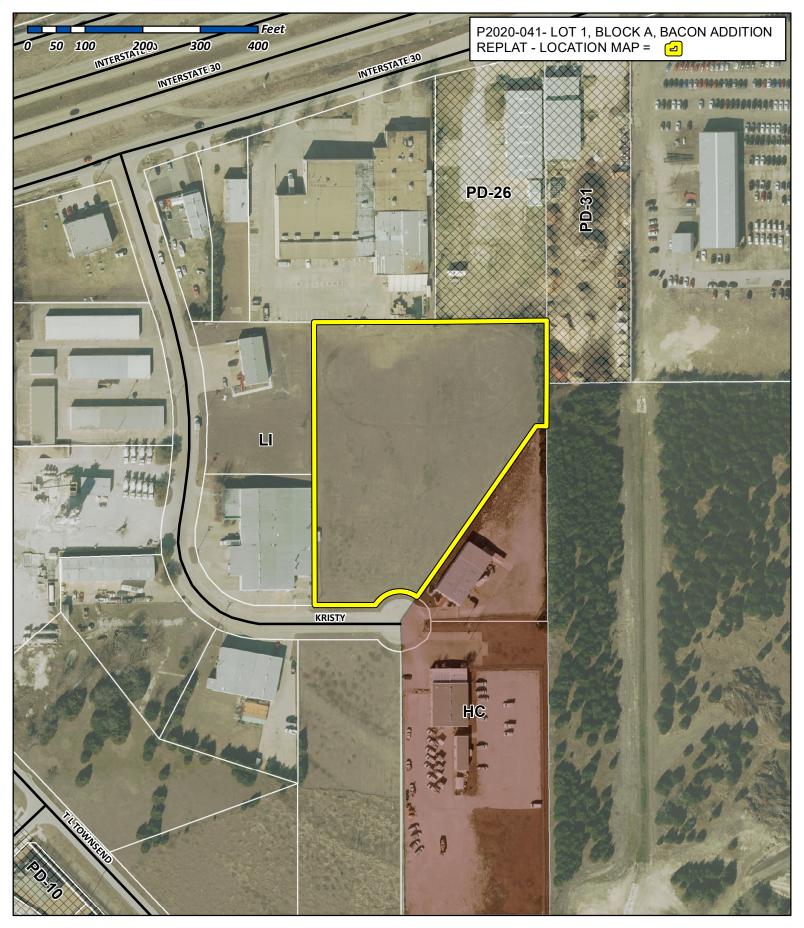
DEVELOPMENT APPLICATION

City of Rockwall Planning and Zoning Department 385 S. Goliad Street Rockwall, Texas 75087

PLANNING & ZONING CASE NO.
NOTE: THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.
DIRECTOR OF PLANNING:
CITY ENGINEER:

Please check the appropriate box below to indicate the type of development request [SELECT ONLY ONE BOX]:

[] Preliminary Pla [] Final Plat (\$300.]] Replat (\$300.0 [] Amending or N [] Plat Reinstater Site Plan Applicati [] Site Plan (\$250.0	100.00 + \$15.00 Acre) 1 at (\$200.00 + \$15.00 Acre) 1 0.00 + \$20.00 Acre) 1 0 + \$20.00 Acre) 1 Winor Plat (\$150.00) ment Request (\$100.00)	[] Specific Use [] PD Develop Other Applicat [] Tree Remo [] Variance Re Notes: 1: In determining	inge (\$200 e Permit (pment Pla tion Fees: val (\$75.0 equest (\$3 the fee, ple	0.00 + \$15.00 Acre) 1 \$200.00 + \$15.00 Acre ns (\$200.00 + \$15.00 Acre 0)	Acre) 1	
	RMATION [PLEASE PRINT]					
Address	2055 KRISTY LAVE	-0 11	JOUST	yar.		
Subdivision	BACON ADDITION NERW	HT BODININ	Lo	ot	Block	A
General Location	KMSTY LANE-END					
ZONING, SITE PI	AN AND PLATTING INFORMATION [PLEAS	SE PRINT]				
Current Zoning	C	Current Use	C			
Proposed Zoning	C	Proposed Use	C			
Acreage	3.57 Lots [Current]			Lots [Proposed]	1	
[] SITE PLANS AND	PLATS: By checking this box you acknowledge that due to					to its approval
	re to address any of staff's comments by the date provided o					
	ANT/AGENT INFORMATION [PLEASE PRINT/C		ONTACT/O	RIGINAL SIGNATURES AI	RE REQUIRED)]
	BACON PROPERTY	[] Applicant				
	BILAD BACON	Contact Person				
Address	295 RANCH TRAIL	Address				
C'1 C1 1 0 7'	PAKINA DI 20132	C:- C: - 0 =				
	ROCKWAU, TX 75032	City, State & Zip				
	912-236-5794	Phone				
	brad e everyone loves, com	E-Mail				
this application to be tru	ned authority, on this day personally appeared	BACON		the undersigned, who		
that the City of Rockwal permitted to reproduce of information."	n the owner for the purpose of this application; all informatic blication, has been paid to the City of Rockwall on this the	ation contained within his application, if such r	this applic	ation to the public. The	ring this appli City is also d	authorized and
Given under my hand an	d seal of office on this the <u>US+</u> day of <u>Septend</u>	<u>14</u> , 20 <u>20</u> .				
	Owner's Signature					
Notary Public in a	and for the State of Texas			My Commission Expires		

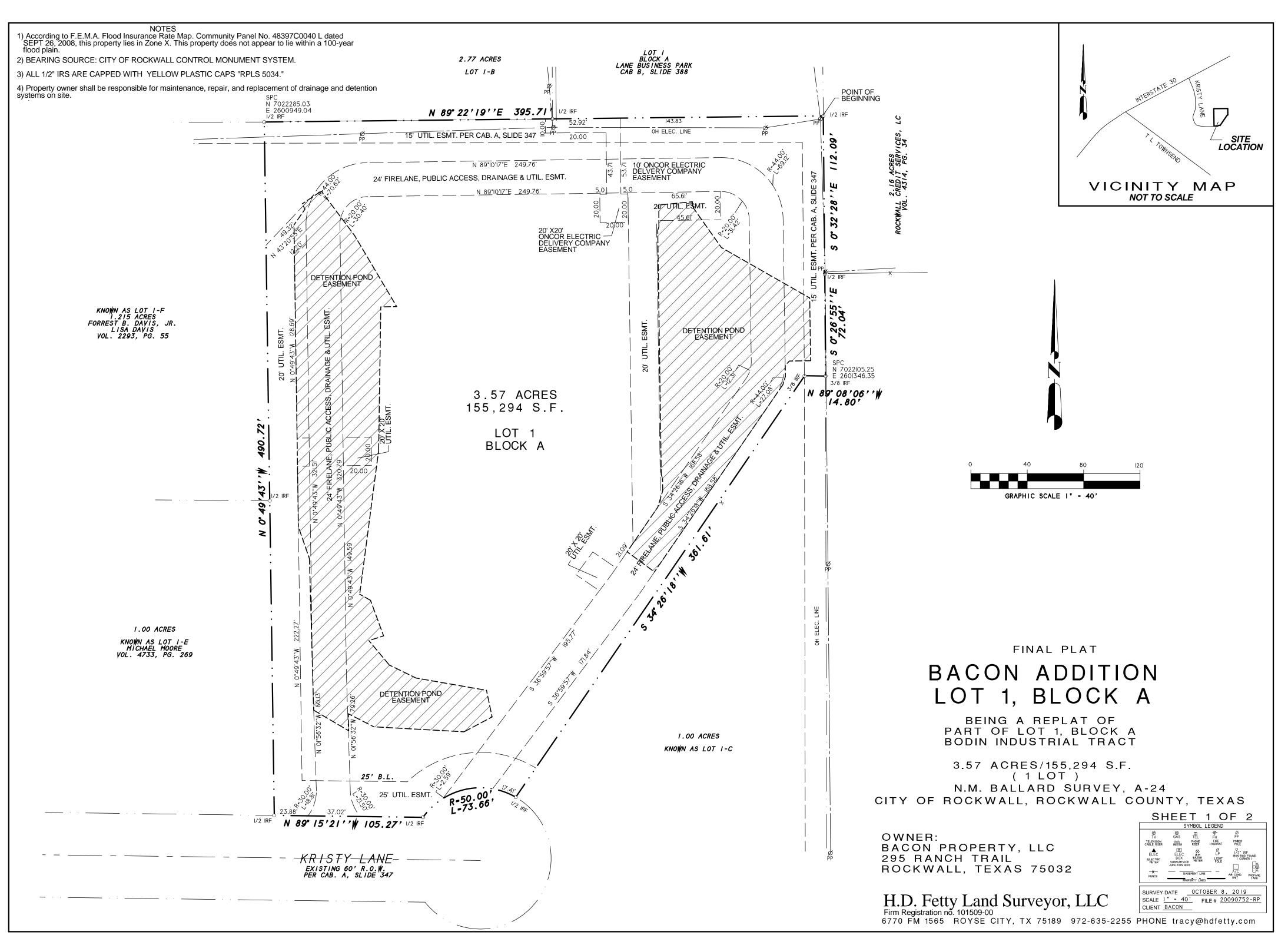




City of Rockwall Planning & Zoning Department 385 S. Goliad Street

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.





OWNER'S CERTIFICATE (Public Dedication)

COUNTY OF ROCKWALL

WHEREAS BACON PROPERTY, LLC, BEING THE OWNER OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows

BEING a part of Lot 1, BODIN INDUSTRIAL TRACT, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet A, Slide 347, of the Plat Records of Rockwall County, Texas, together with a Certificate of Correction of Error, as recorded in Volume 211, Page 632 of the Real Estate Records of Rockwall County, Texas, and being all of a 3.543 acres tract of land as described in a Deed to D. Armstrong Partners, LP, as recorded in Volume 3925, Page 148 of the Real Property Records of Rockwall County, Texas and being more particularly described as

BEGINNING at a 1/2" iron rod found for corner at the most easterly northeast corner of said Lot 1 and

THENCE S. 00 deg. 32 min. 28 sec. E. along the east line of said Lot 1, a distance of 112.09 feet to a 1/2" iron rod found for corner at the southwest corner of a 2.16 acres tract of land as described in a Warranty deed to Rockwall Credit Services, LC as recorded in Volume 4314, Page 34 of the Real Property Records of Rockwall County, Texas;

THENCE S. 00 deg. 26 min. 55 sec. E. along the East line of said Armstrong tract, a distance of 72.04 feet to a 3/8" iron rod found for corner at the east most southeast corner of said Armstrong tract;

THENCE N. 89 deg. 08 min. 06 sec. W. a distance of 14.80 feet to a 3/8" iron rod found for corner; THENCE S. 34 deg. 26 min. 18 sec. W. a distance of 361.61 feet to a 1/2" iron rod found for corner in the north right-of-way line of Kristy Lane (60' R.O.W.);

THENCE in a southwesterly direction along a curve to the left having a central angle of 84 deg. 24 min. 44 sec., a radius of 50.00 feet, a tangent of 45.35 feet, a chord of S. 77 deg. 45 min. 05 sec. W., 67.18 feet, along said right-of-way line an arc distance of 73.66 feet to a 1/2" iron rod found for corner;

THENCE N. 89 deg. 15 min. 21 sec. W. along said right-of-way line, a distance of 105.27 feet to a 1/2" iron rod found for corner at the southeast corner of a 1.01 acres tract of land as described in a Warranty deed to Michael Moore as recorded in Volume 4733, Page 269 of the Real Property Records

THENCE N. 00 deg. 49 min. 43 sec. W. a distance of 490.72 feet to a 1/2" iron rod found for corner at the northwest corner of said Armstrong tract and at the northeast corner of a 1.215 acres tract as described in a Warranty deed to Forrest B. Davis Jr. and Lisa Davis, as recorded in Volume 2293, Page 55 of the Real Property Records of Rockwall County, Texas;

THENCE N. 89 deg. 22 min. 19 sec. E. along the north boundary line of said Armstrong tract, a distance of 395.71 feet to the POINT OF BEGINNING and containing 155,294 square feet or 3.57 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I the undersigned owner of the land shown on this plat, and designated herein as BACON ADDITION, LOT 1, BLOCK A, an Addition to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in BACON ADDITION, LOT 1, BLOCK A, have been notified and signed this plat.

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

I also understand the following;

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

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

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

BRAD BACON for Bacon Property, LLC

STATE OF TEXAS COUNTY OF ROCKWALL

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

Given upon my hand and seal of office this $__$	day of	,
---	--------	---

Notary Public in and for the State of Texas

My Commission Expires:

NOTE: It shall be the policy of the City of Rockwall to withhold issuing building permits until

all streets, water, sewer and storm drainage systems have been accepted by the City. The

that any building within such plat shall be approved, authorized or permit therefore issued,

as required under Ordinance 83-54.

approval of a plat by the City does not constitute any representation, assurance or guarantee

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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

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

Planning and Zoning Commission

HAROLD D. FETTY III 5034 POFESS 10 NO kegistered Professional Land Surveyor No. 5034 RECOMMENDED FOR FINAL APPROVAL

APPROVED

I hereby certify that the above and foregoing plat of BACON ADDITION, LOT 1, BLOCK A, an addition to the City of Rockwall, Texas, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the ____ day of______, _____.

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

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

,		
WITNESS OUR HANDS, this	day of	··
Mayor, City of Rockwall		City Secretary City of Rockwall
City Engineer		Date

FINAL PLAT

BACON ADDITION LOT 1, BLOCK A

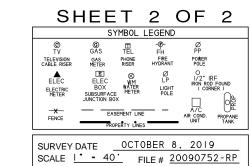
BEING A REPLAT OF PART OF LOT 1, BLOCK A BODIN INDUSTRIAL TRACT

3.57 ACRES/155,294 S.F. (1 LOT)

N.M. BALLARD SURVEY, A-24 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

OWNER: BACON PROPERTY, LLC 295 RANCH TRAIL ROCKWALL, TEXAS 75032

H.D. Fetty Land Surveyor, LLC Firm Registration no. 101509-00



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

CITY CASE NO. P2020-



MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

FROM: Ryan Miller, Director of Planning and Zoning

DATE: October 5, 2020

SUBJECT: P2020-042; FINAL PLAT OF LOTS 1 & 2, BLOCK A, K. U. RANCH AND

REC ADDITION

Attachments
Case Memo
Development Application
Location Map
Final Plat

Summary/Background Information

Consider a request by Wesley & Carlee Kuenstler and Bandon & Pare Underwood for the approval of a *Final Plat* for Lots 1 & 2, Block A, K. U. Ranch and Rec Addition being a 6.83-acre tract of land identified as Tract 26 of the J. P. Davis Survey, Abstract No. 249, Collin County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), address 11644 County Road 536, and take any action necessary.

Action Needed

The City Council is being asked to approve, approve with condition, or deny the final plat.



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

TO: Mayor and City Council

DATE: October 5, 2020

APPLICANT: Wesley & Carlee Kuenstler and Brandon & Pare Underwood

CASE NUMBER: P2020-042; Lots 1 & 2, Block A, K. U. Ranch and Rec Addition

SUMMARY

Discuss and consider a request by Wesley & Carlee Kuenstler and Bandon & Pare Underwood for the approval of a <u>Final Plat</u> for Lots 1 & 2, Block A, K. U. Ranch and Rec Addition being a 6.83-acre tract of land identified as Tract 26 of the J. P. Davis Survey, Abstract No. 249, Collin County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), address 11644 County Road 536, and take any action necessary.

PLAT INFORMATION

- ☑ The applicant is requesting the approval of a final plat for a 6.83-acre tract of land (i.e. Tract 26 of the J. P. Davis Survey, Abstract No. 249) for the purpose of creating two (2) lots (i.e. Lots 1 & 2, Block A, K. U. Ranch and Rec Addition). The subject property is situated in Collin County and is within the City of Rockwall's Extraterritorial Jurisdiction (ETJ). Both properties will have frontage on County Road 536, with Lot 1 having 266.42-feet of frontage and Lot 2 having 30-feet of lot frontage. The property is generally located in the northwest quadrant of the intersection of Chaparral Trot and North Smith Road in Collin County and is currently address 11644 County Road 536.
- ☑ The proposed final plat is subject to the requirements of Chapter 38, *Subdivisions*, of the City's Municipal Code of Ordinances, and the *Interlocal Subdivision Agreement* between Collin County and the City of Rockwall.
- According to the *Interlocal Subdivision Agreement* between Collin County and the City of Rockwall, the City of Rockwall shall have exclusive jurisdiction to regulate all subdivision plats within the City of Rockwall's Extraterritorial Jurisdiction (ETJ) "... in accordance with Chapter 212 of the Local Government Code, its adopted *Subdivision Ordinance* or other applicable codes or ordinances ..."
- ☑ The surveyor has completed the majority of the technical revisions required by staff, and this plat -- conforming to the requirements for plats as stipulated by Chapter 38, Subdivisions, of the Municipal Code of Ordinances and Interlocal Agreement between Collin County and the City of Rockwall -- 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 Chapter 38, *Subdivisions*, of the Municipal Code of Ordinances and the *Interlocal Agreement between Collin County and the City of Rockwall*.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the final plat for Lots 1 & 2, Block A, K. U. Ranch and Rec Addition, staff would propose the following conditions of approval:

- (1) All technical comments from City Staff (i.e. Engineering, Planning and Fire Department) and Collin County shall be addressed prior to filing of the plat with Collin County; and,
- (2) The applicant shall have the city approved plat mylar signed by the Collin County Judge prior to staff accepting the plat for filing purposes.
- (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 September 29, 2020, the Planning and Zoning Commission approved a motion to recommend approval of the plat with the conditions of approval by a vote of 7-0.



DEVELOPMENT APPLICATION

City of Rockwall Planning and Zoning Department 385 S. Goliad Street Rockwall, Texas 75087

STAFF USE ONLY	
PLANNING & ZONING CASE NO.	
NOTE: THE APPLICATION IS NOT CONS	SIDERED ACCEPT

CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING:

CITY ENGINEER:

				002		
Please check the ap	ppropriate box below to indicate the type of devel	opment request [S	ELECT ONLY	ONE BOX]:		
[] Preliminary Plat (\$30 [] Final Plat (\$300.0 [] Replat (\$300.0 [] Amending or N [] Plat Reinstate Site Plan Applicat [] Site Plan (\$250	100.00 + \$15.00 Acre) ¹ at (\$200.00 + \$15.00 Acre) ¹ 0.00 + \$20.00 Acre) ¹ 00 + \$20.00 Acre) ¹ Winor Plat (\$150.00) ment Request (\$100.00)	Zoning Application Fees: [] Zoning Change (\$200.00 + \$15.00 Acre) 1 [] Specific Use Permit (\$200.00 + \$15.00 Acre) 1 [] PD Development Plans (\$200.00 + \$15.00 Acre) 1 Other Application Fees: [] Tree Removal (\$75.00) [] Variance Request (\$100.00) Notes: 1: In determining the fee, please use the exact acreage when multiplying by the per acre amount. For requests on less than one acre, round up to one (1) acre.				
PROPERTY INFO	RMATION [PLEASE PRINT]					
Address	11644 COUNTY ROAD 536					
Subdivision	K.U. RANCH AND REC		Lot	1 & 2	Block	Α
General Location						
ONING, SITE P	LAN AND PLATTING INFORMATION [PLEAS	E PRINT]				
Current Zoning		Current Use				
Proposed Zoning		Proposed Use	RESIDE	ENTIAL		
Acreage	6.829 Lots [Current]	1	Lo	ts [Proposed]	2	
	PLATS: By checking this box you acknowledge that due to					to its approval
	ure to address any of staff's comments by the date provided or	omining Proposition and Control Control of the Proposition (1) Proposition (1) Proposition (1) Proposition (1)				
	CANT/AGENT INFORMATION [PLEASE PRINT/CI WESLEY & CARLEE KUENSTLER - BRANDON & PARE UNDERWOOD			IAL SIGNATURES A EE KUENSTLER - BRA		
Contact Person	CARLEE KUENSTLER	Contact Person	WESELT GOTTLE	LE ROCHOTELIN' - BIO	MADON & PARE	ONDERWOOD
Address	613 CAYDEN COURT	Address				
City, State & Zip	FATE, TX 75087	City, State & Zip				
Phone	409-974-0007	Phone				1
E-Mail	CARLEEKUENSTLER@YAHOO COM	E-Mail	Pare@r	neathca	nylir	10.00
NOTARY VERIFI	CATION [REQUIRED] WESLEY	d CARLER RUE	NSTLER		1, 2	.9.
Before me, the undersig	gned authority, on this day personally appeared BRANDON ue and certified the following:	PARE UNCREASE	$ ot\!$	undersigned, who	stated the i	nformation on
over the cost of this ap hat the City of Rockwa permitted to reproduce information."	m the owner for the purpose of this application; all informatio plication, has been paid to the City of Rockwall on this the ill (i.e. "City") is authorized and permitted to provide information submitted in conjunction with the	day of ntion contained within is application, if such	this application	20 By sign to the public. The ssociated or in res	ning this appl c City is also conse to a rec	authorized and quest for public
Given under my hand ar	nd seal of office on this the 18 day of SEPT	, 20 <u>2</u> 0	36	Not	MICHAEL A	9206777
	Owner's Signature Bh Moles Rout, W	un Kriert,	lok .		Commission ovember 19,	

My Commission Expires

Notary Public in and for the State of Texas

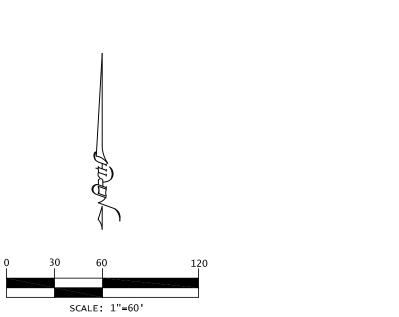


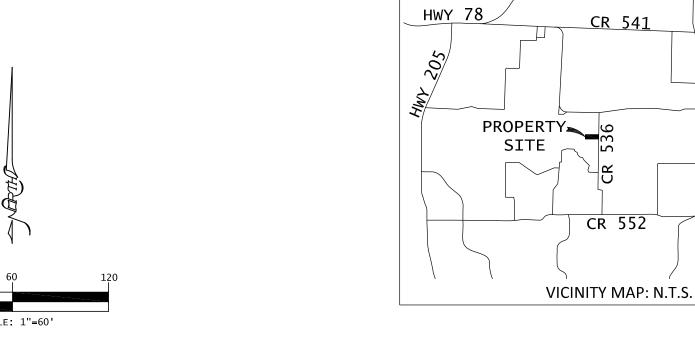


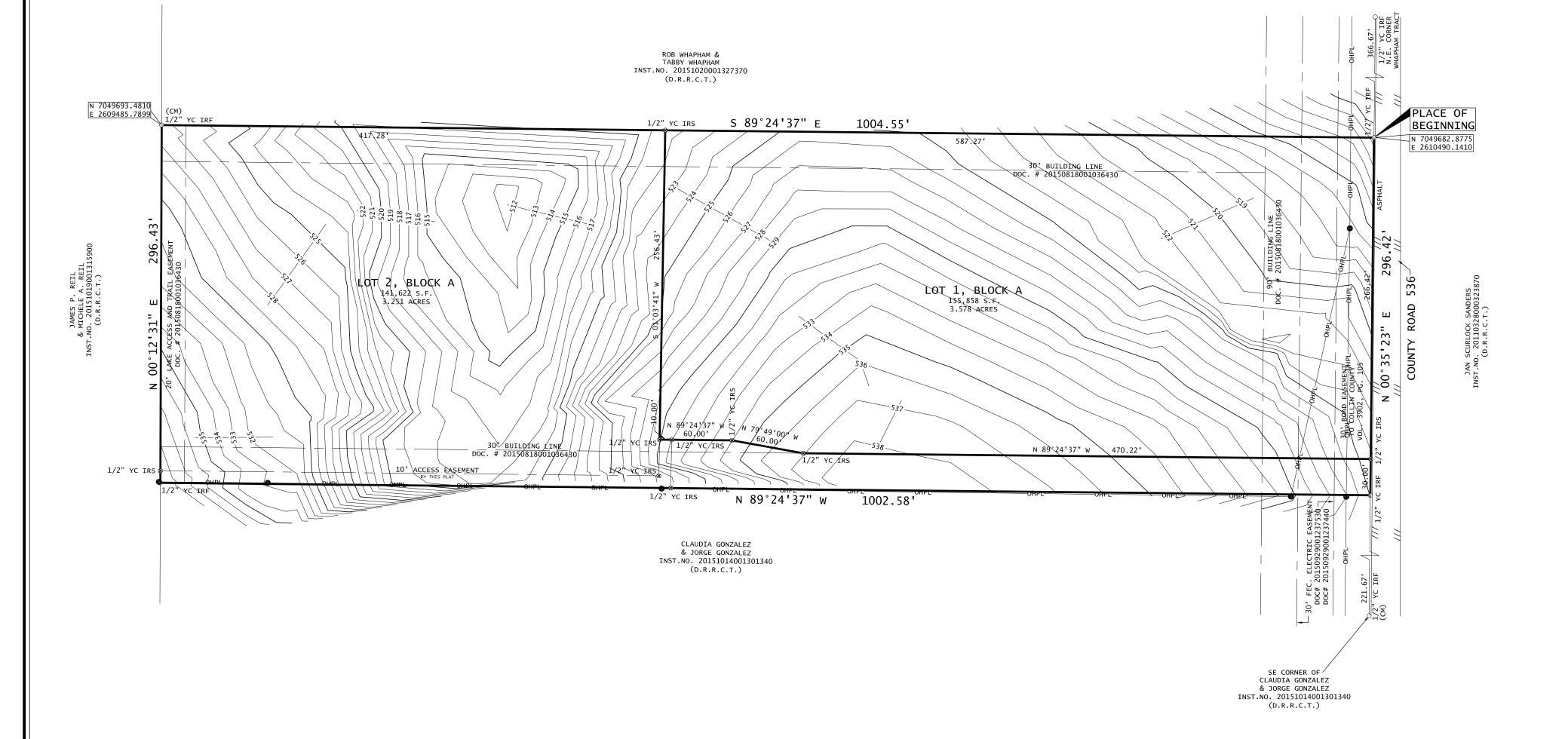
City of Rockwall Planning & Zoning Department 385 S. Goliad Street

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.









SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, BARRY S. RHODES, R.P.L.S. 3691, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND, AND THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION.

-FOR REVIEW PURPOSES ONLY-

Barry S. Rhodes

Registered Professional Land Surveyor No. 3691

STATE OF TEXAS: COUNTY OF DALLAS:

Before me, the undersigned authority, on this day personally appeared Barry S. Rhodes, 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 expressed, in the capacity therein

Given under my hand and seal of office this ___ day of _____, 20___.

Notary Public in and for the State of Texas

My commission expires

HEALTH DEPARTMENT CERTIFICATION:

I HEREBY CERTIFY THAT THE ON-SITE SEWAGE FACILITIES DESCRIBED ON THIS PLAT CONFORM TO THE APPLICABLE OSSF LAWS OF THE STATE OF TEXAS, THAT SITE EVALUATIONS HAVE BEEN SUBMITTED REPRESENTING THE SITE CONDITIONS IN THE AREA IN WHICH ON-SITE SEWAGE FACILITIES ARE PLANNED TO BE USED.

REGISTERED SANITARIAN OR DESIGNATED REPRESENTATIVE

COLLIN COUNTY DEVELOPMENT SERVICES

CERTIFICATE OF APPROVAL

APPROVED AS FINAL PLAT, THIS _____ DAY OF _____,20___ BY THE COUNTY OF COLLIN, TEXAS

COUNTY JUDGE, CHRIS HILL

PLANNING & ZONING COMMISSION, CHAIRMAN

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF LOTS 1 & 2, BLOCK A, K.U. RANCH AND REC. AN ADDITION TO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ROCKWALL, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL ON

NOTE: PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY

PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL

THIS APPROVAL SHALL BE INVALID UNLESS THE APPROVED PLAT FOR SUCH ADDITION IS RECORDED IN THE OFFICE OF THE COUNTY CLERK OF ROCKWALL, COUNTY TEXAS, WITHIN ON HUNDRED EIGHTY (180) DAYS FROM SAID DATE OF FINAL APPROVAL.

WITNESS OUR HANDS, THIS ______ DAY OF ______, 20_____.

SURVEY DOCUMENT.

MAYOR, CITY OF ROCKWALL

CITY SECRETARY

CITY ENGINEER

OWNERS CERTIFICATE

STATE OF TEXAS: COUNTY OF COLLIN:

WHEREAS, Wesley and Carlee Kuenstler and Brandon and Pare Underwood, are the owners of all that tract of land situated in the James P. Davis Survey, Abstract No. 249, Collin County, Texas, a portion being conveyed to Wesley and Carlee Kuenstler as recorded under Instrument No. 20200909001517980, (D.R.C.C.T.), and a portion being conveyed to Brandon and Pare Underwood as recorded under Instrument No. 20200909001516650, (D.R.C.C.T.), as shown on survey and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch yellow-capped iron rod found for corner in the West edge of County Road 536, at the Southeast corner of a tract of land described in deed to Rob Whapham and Tabby Whapham, recorded under Instrument No. 20151020001327370 (D.R.C.C.T.), being the Northeast corner of said ********** tract;

THENCE South 00 degrees 35 minutes 23 seconds West, a distance of 296.42 feet, along said County Road 536 to a 1/2 inch yellow-capped iron rod found for corner at the Northeast corner of a tract of land described in deed to Claudia Gonzalez and Jorge Gonzalez, as recorded under Instrument No. 20151014001301340 (D.R.C.C.T.);

THENCE North 89 degrees 24 minutes 37 seconds West, a distance of 1,002.58 feet to a 1/2 inch yellow-capped iron rod found for corner, said point being on the East line of a tract of land conveyed to James P. Reil and Michele A. Reil, as recorded under Instrument No. 20151019001315900 (D.R.C.C.T.);

THENCE North 00 degrees 12 minutes 31 seconds East, a distance of 296.43 feet to a 1/2 inch yellow-capped iron rod found for corner, said point being the Southwest corner of said Whapham tract;

THENCE South 89 degrees 24 minutes 37 seconds East, a distance of 1,004.55 to the PLACE OF BEGINNING and containing 297,480 square feet or 6.829 acres of land.

GENERAL NOTES:

- BLOCKING THE FLOW OF WATER OR CONSTRUCTION IMPROVEMENTS IN DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED.
- THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSE ALONG OR ACROSS
- COLLIN COUNTY OR THE CITY OF ROCKWALL WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION IN SAID DRAINAGE WAYS. COLLIN COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL
- INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING FOR FLOODING CONDITIONS.
- COLLIN COUNTY PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION, ON-SITE SEWAGE FACILITIES AND DRIVEWAY CULVERTS.
- ALL PRIVATE DRIVEWAY TIE-INS TO A COUNTY MAINTAINED ROADWAY MUST BE EVEN WITH THE EXISTING DRIVING SURFACE.
- ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES. BUILDINGS, FOUNDATIONS AND PAINTING, AND OTHER OBSTRUCTION TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.

STATE OF TEXAS:	
COUNTY OF	

Before me, the undersigned authority, on this day personally appeared CARLEE KUENSTLER, 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 expressed, in the capacity therein stated.

Given under my hand and seal of office thisday of	, 20
Notary Public in and for the State of Texas	
My commission expires	

STATE OF TEXAS: COUNTY OF ____

COUNTY OF _____

My commission expires _____

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

Given under my hand and seal of office this ___day of ______, 20____.

Notary Public in and for the State of Texas	
My commission expires	
STATE OF TEXAS:	

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

Given under my hand and seal of office this _	day of	, 20
Notary Public in and for the State of Texas		-

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

I (we) the undersigned owner(s) of the land shown on this plat, and designated herein as LOT 1 and LOT 2. BLOCK A. K.U. RANCH AND REC subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I (we) further certify that all other parties who have a mortgage or lien interest in the K.U. RANCH AND REC subdivision have been notified and signed this plat. I (we) understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. I (we) also understand the following:

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

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

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

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

5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development. 6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

7. Property owner shall be responsible for maintaining, repairing, and replacing all systems within the drainage and detention easements. 8. 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 (we) further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the Subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I (we), my (our) successors and assigns hereby waive any claim, damage, or cause of action that I (we) may have as a result of the dedication of exactions made herein.

WESLEY KUENSTLER		_
CARLEE KUENSTLER		
BRANDON UNDERWOOD		
PARE UNDERWOOD		
STATE OF TEXAS: COUNTY OF		
Before me, the undersigne	–· ed authority, on this day personally a _l to be the person whose name is sub:	

to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this _	day of	, 20

Notary Public in and for the State of Texas

My commission expires ____

FINAL PLAT K.U. RANCH AND REC LOT 1 & LOT 2, BLOCK A

2 LOTS 297,480 S.F. - 6.829 ACRES OUT OF THE JAMES P. DAVIS SURVEY ABSTRACT NO. 249 CITY OF ROCKWALL, COLLIN COUNTY, TEXAS

OWNERS - WESLEY KUENSTLER & CARLEE KUENSTLER 613 CAYDEN COURT, FATE, TX, 75087 - 409-974-0007

OWNERS - BRANDON UNDERWOOD & PARE UNDERWOOD

SURVEYOR: BARRY S. RHODES, REGISTERED PROFESSIONAL LAND SURVEYOR 7509 PENNRIDGE CIRCLE, ROWLETT, TX 75088 - (214) 326-1090

572 LA GRANGE, FATE, TX 75087 - 214-678-8507

DATE: 9/10/2020 DRAWN BY: MSO - PROJECT NO. 202005195-02

FIRM NO. 10194366



MEMORANDUM

TO: Rockwall City Council

FROM: Joey Boyd, Assistant City Manager

DATE: October 1, 2020

SUBJECT: TXDOT Aviation CARES Act Funding Request

The CARES Act provided approximately \$100 million to general aviation airports. The Ralph M Hall / Rockwall Municipal Airport has been allocated \$30,000 and no local match is required.

The City rebuilt 6 hangar pads at the airport in 2019 but has not allocate funds since then to make these improvements. It is requested that the CARES Act funds be used for replacing old asphalt hangar pads with new concrete pads, making them more desirable for renting to airport customers. TXDOT Aviation's Guidance on CARES Act state that small capital improvements and maintenance projects such as pavement repairs are eligible expenditures.

The City Council is asked to consider authorizing the City Manager to submit a request to TXDOT Aviation for CARES Act funding in the amount of \$30,000 for airport improvements.



TXDOT AVIATION REQUEST FOR FY2020 CARES ACT FINANCIAL RELIEF FUNDING

l,	Rick Crowley		City Manager	, duly authorized	
	Name		Title		
agent for	the City of Rockwall	, hereby submit this request for CARES Act fur			
· _	Name of Entity			_	
for	Ralph M Hall / Ro	ckwall Mu	nicipal Airport		
		e of Airport	İ.		
in the amou	nt of, to be us	sed for	(Select one of the fo	llowing below)	
Loca Com	rating Expenses al Share for Capital Improvement bination of Local Share for Capital I				
Name:	Joey Boyd				
Title:	Assistant City Manage	r			
	per:972-772-640				
	ss:jboyd@rockwall.	com			

By submitting this request, I certify that the statements herein are true, complete and accurate to the best of my knowledge, and agree to comply with the FAA Revenue Use Policy, and any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).

Submit by email to: Allison.martin@txdot.gov and copy Becky.vick@txdot.gov. Or click: Submit



MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

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

DATE: October 5, 2020

SUBJECT: PROFESSIONAL ENGINEERING SERVICE AGREEMENT FOR WATER &

SEWER ENGINEERING SERVICES

Attachments Contract

Summary/Background Information

For professional engineering services for the City of Rockwall's water system and wastewater system infrastructure, the City currently has on contract Birkhoff, Hendricks & Carter, L.L.P.. This contract with the City ended on September 30, 2020. Staff requests the City Council consider approval of the attached Engineering Services Agreement with Birkhoff, Hendricks & Carter, L.L.P. for the 2021 fiscal year to provide general engineering services for to the City of Rockwall and to be funded by the 2020-2021 Engineering Consulting budget and developer reimbursement.

Action Needed

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 & Carter, LLP ("ENGINEER"), located 11910 Greenville Ave., Suite 600, Dallas Texas, Engineers duly licensed and practicing under the laws of the State of Texas.

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

PROFESSIONAL ENGINEERING SERVICES for Various General Engineering Services for the City of Rockwall

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. <u>Compensation & Term of Agreement</u>

Cost for such services will be on an *hourly* basis per rates provided in Attachment "B" or in each Individual Project Agreement. Engineer further agrees that it will prepare and present monthly progress reports and itemized statements. City agrees to pay invoices for work properly performed upon receipt.

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. <u>Engineer's Standard of Care</u>

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 exercised by reputable members of the engineering profession practicing in the Rockwall County, Texas area. Engineer represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Contract. Services will be performed using personnel and equipment qualified and/or suitable to perform the work requested by the CITY. CITY retains the right to report to Engineer any unsatisfactory performance of Engineer personnel for appropriate corrective action. Engineer shall comply with applicable federal, state, and local laws in connection with any work performed hereunder.

Engineer will seek written CITY approval to accept any contract or perform any services for any person, entity, or business working on this project. CITY may waive this potential conflict, but such waiver is at CITY's sole discretion and its decision shall be final.

5. Ownership of Documents

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

Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the services.

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

- C. Engineer shall add CITY, its City Council members and employees, as an additional insureds on all required insurance policies, except worker's compensation, employer's liability and errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.
- D. Engineer shall furnish CITY with an Insurance Certificate on the date this Contract is executed and accepted by CITY, which confirms that all above required insurance policies are in full force and effect.
- E. Engineer agrees to maintain errors and omissions professional liability insurance in the amount of not less than one million dollars (\$1,000,000) annual aggregate, on a claims made basis, as long as reasonably available under standard policies.

7. <u>INDEMNIFICATION</u>

ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS AND EMPLOYEES FROM SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY, INCLUDING WITHOUT LIMITING THE

GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OF ENGINEER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.

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

8. Addresses for Notices and Communications

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

ENGINEER

Matt Hickey, P.E. 11910 Greenville Ave., Suite 600 Dallas, Texas 75243

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

9. Successors and Assigns

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

10. Termination for Convenience of the Parties

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

Unless terminated in accordance with the terms hereof, this Agreement shall be effective from the date of execution by both parties until One (1) year after such date. Unless terminated in accordance with this Agreement or with the terms of an Individual Project Agreement, Individual Project Agreements agreed to by both parties within such 1-year period shall be valid and binding until the agreements and promises there under are completed, and the terms of conditions of the Agreement shall remain in effect until all obligations under said Individual Project Agreements are completed. This Agreement may be extended or renewed, with or without changes, by written amendment.

11. <u>Changes</u>

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 1st day of October 2020.

	Birkhoff, Hendricks & Carter, LLP	
	Matt Hacky	
	Matt Hickey, P.E. Partner	
EXECUTED in triplicate	originals on this day of	202
ATTEST:	City of Rockwall, Texas	
	Richard Crowley City Manager	

ATTACHMENT "A"

Scope of Service

At the City's request and in the City's sole discretion, the City may engage from time to time the Engineer to perform professional engineering services; Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement and with any Separate Individual Project Agreement. City reserves the right, in its sole discretion, to hire other engineers for any reason and for any project. In performing its professional engineering services hereunder, the Engineer shall follow the degree of professional engineering standards of care and skill exercised by reputable members of the engineering profession practicing in the Rockwall County, Texas area.

ATTACHMENT "B"

Payment Schedule

Compensation for engineering services shall be based on salary cost times a multiplier of 2.4 with expenses times a multiplier of 1.15. Survey Crew shall be at \$170 per hour. Mileage rate shall be based on current I.R.S. rates at time of billing. Billing shall be posted monthly based on labor and materials expended, with payment due upon receipt of the invoice.

Based on August 2017 salaries, overhead and benefits, the following represents approximate billing rates for various categories of staff.

<u>Description</u>	Approximate Billing Rate
Partner in Charge (Project Manager)	\$222.00
Senior Project Engineer	\$157.00
Engineer in Training (EIT)	\$94.00 - \$103.00
Senior Technical / CADD Designer	\$158.00
Technical / CADD Operator	\$80.00 - \$127.00
Clerical	\$68.00 - \$122.00
2-Man Survey Crew	\$170.00

The approximate billing rates may very over time due to changes in salary, overhead and benefits.

ATTACHMENT "C"

Project Schedule

Upon the execution of an individual Project Agreement, the Engineer agrees to commence services in accordance with this Agreement and with the individual Project Agreement and to proceed diligently with said service.

ATTACHMENT "D"

Sub-Consultants

Sub-Consultant work is not anticipated based on the scope of services for this project.



MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

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

DATE: October 5, 2020

SUBJECT: PROFESSIONAL ENGINEERING SERVICE AGREEMENT FOR

MISCELLANEOUS CONSULTING ON STORM WATER ISSUES

Attachments Contract

Summary/Background Information

The City of Rockwall's storm drainage system encompasses approximately 20 separate watersheds located totally or partially within the corporate limits and ETJ of the City. Some of these watersheds have been analyzed for existing and fully developed conditions. Whenever a development occurs that potentially impacts any floodplain area or other properties, development standards require a registered professional engineer to perform a flood study to determine these potential impacts and to provide an engineering solution that minimizes these impacts. Potential impacts may include increases in flood elevations, increases in inundation areas of land, and increases in erosive flood flow velocities.

To recoup the City's review costs, a flood study review fee was implemented in 2013 by the City for developments requiring a flood study. The City currently uses Cardinal Strategies Engineering Services, LLC as the Cities Engineering Hydrology and Hydraulics Review Consultant, to perform the reviews of flood and detention studies to ensure compliance with the Cities storm drainage requirements.

Cardinal Strategies Engineering Services, LLC contract with the City ended on September 30, 2020. Staff requests the City Council consider approval of the attached Professional Engineering Services Agreement with Cardinal Strategies Engineering Services, LLC for the 2021 fiscal year to provide general engineering services for the preparation and review of all flood and detention studies submitted to the City of Rockwall. This agreement will be funded by the 2020-2021 Engineering Consulting budget and developer reimbursement.

Action Needed

STATE OF TEXAS

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COUNTY OF ROCKWALL

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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 <u>Cardinal Strategies Engineering Services, LLC</u>, ("ENGINEER"), located at <u>2770 Capital Street</u>, Wylie, 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 <u>Miscellaneous Consulting on Stormwater Issues.</u>

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 based on an as-needed time and material basis and billed as a <u>hourly</u> basis per rates provided in Attachment "B". Specific services identified at a later date may be billed as a <u>lump sum</u> basis with a not to exceed amount identified around the specific tasks. Engineer is not authorized to perform any work without approval of 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 that has an agreement or is in negotiations of an agreement with CITY. CITY may waive this conflict, but such waiver is at CITY's sole discretion and its decision shall be final.

5. Ownership of Documents

As part of the total compensation which CITY has agreed to pay Engineer for the professional services to be rendered under this Contract, Engineer agrees that hard copies of all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, preliminary reports, reports, bid packet/construction contract documents/advertisement for bids incorporating any CITY standard provisions provided by Engineer, will remain the property of the CITY. Engineer will furnish CITY with paper and electronic copies, to the extent they are available, of all of the foregoing to facilitate coordination, however, ownership of the underlying work product shall remain the intellectual property of the Engineer. Engineer shall have the right to use such work products for Engineer's purposes. However, such documents are not intended to be suitable for reuse by CITY or others on extension of the Project or on any other project. Any reuse without the express written consent of the Engineer will be at reuser's sole risk and without liability or legal exposure to the Engineer, and CITY to the

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

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

- C. Engineer shall add CITY, its City Council members and employees, as an additional insureds on all required insurance policies, except worker's compensation, employer's liability and errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.
- D. Engineer shall furnish CITY with an Insurance Certificate on the date this Contract is executed and accepted by CITY, which confirms that all above required insurance policies are in full force and effect.
- E. Engineer agrees to maintain errors and omissions professional liability insurance in the amount of not less than one million dollars (\$1,000,000) annual aggregate, on a claims made

basis, as long as reasonably available under standard policies.

7. **INDEMNIFICATION**

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

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

8. Addresses for Notices and Communications

CITY

Amy Williams, PE, City Engineer City of Rockwall 385 S. Goliad Street Rockwall, Texas 75087

ENGINEER

Thomas Caffarel, PE, CFM, Engineering Services Manager Cardinal Strategies Engineering Services, LLC 2770 Capital Street Wylie, Texas 75098

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. <u>Severability</u>

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees

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

20. State or Federal Laws

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

EXECUTED in triplicate originals on this 29th day of September 2020 Cardural Strategies Engineering Services UC By: Kim Anderson Name: Kim Anderson Title: President EXECUTED in triplicate originals on this ____ day of _____ 202_. ATTEST: City of Rockwall, Texas

Richard Crowley City Manager

EXHIBIT A SCOPE OF SERVICES

TO BE PROVIDED BY CARDINAL STRATEGIES ENGINEERING SERVICES, LLC, TO THE CITY OF ROCKWALL FOR THE MISCELLANEOUS CONSULTING ON STORMWATER ISSUES

Project Description:

The City seeks to engage in professional engineering services for various projects involving stormwater and other water resources matters that will be needed from time to time based on the specific needs to the City. No specific projects have been identified, but as they are identified, specific scopes of service can be prepared accordingly.

A. SPECIAL SERVICES

The Consultant shall receive written approval from the City before proceeding with any of the following services listed below and shall invoice the services as different tasks on a monthly basis.

- 1. Stormwater Development Reviews
 - a. Consultant shall provide assistance with the review of proposed development projects and other proposed construction within the City's jurisdiction on issues related to stormwater drainage (including but not limited to conformance with the current City Standards of Design and Construction, conformance with the Flood Damage and Prevention Ordinance, review of Detention Studies, review of Floodplain Studies, Reclamation, and modifications within the floodplain); flood hazard and erosion potential and prevention; regulatory issues related to flood damage prevention, and other regulatory compliance issues related to water resources matters, and provide a list of review comments, summary of review, and opinions and recommendations to the City Public Works Department Engineering Division for consideration.
 - b. Upon request, consultant shall be available for project specific meetings with the City staff and developer team to discuss stormwater related challenges with the development.
 - c. Consultant shall review development of LOMR, CLOMR, LOMAs that are submitted to the City requesting City approval for FEMA processing.
 - d. Consultant shall serve as the City's Floodplain Mapping, Flood Study and digital H&H Model Repository
 - i. Consultant shall update the City's Master hydrology and hydraulic models based on proposed developments that are approved and update the City's GIS Floodplain layers to reflect approved developments.
 - ii. Consultant shall release flood models and mapping to proposed developers upon City's request along with City Criteria and other information to performing flood and detention studies within the City.
 - e. Consultant shall review and provided comments for each submittal within in 2 weeks from the date of receipt and return to the City.
- 2. Perform and submit for the City upon request FEMA LOMRs, LOMR-Fs, LOMAs, etc.
 - a. Consultant shall provide services for the above. Detailed scope of services and fee will be established by separate task.
- 3. Expert Stormwater Advice/Compliance
 - a. Consultant shall provide assistance to the City in their enforcement of their flood damage prevention and in requirements for compliance with related local, state, and federal regulations. Such assistance may or may not be associated with proposed development, and may include providing opinions, recommendations, advice and other miscellaneous

EXHIBIT A 91

assistance to the City regarding drainage, flood hazard protection, and regulatory issues related to the City's ordinances pertaining to stormwater drainage, in particular the City's flood damage prevention ordinance and the City's Standards of Design and Construction.

4. Coordination and Meetings –

a. Consultant shall be in attendance, upon request and when available, for specific meetings with City staff.

5. City Project Reviews

- a. Consultant shall provide assistance with the review of proposed City projects within the City's jurisdiction on issues related to stormwater drainage (including but not limited to conformance with the current City Standards of Design and Construction, conformance with the Flood Damage and Prevention Ordinance, review of Detention Studies, review of Floodplain Studies, Reclamation, and modifications within the floodplain); flood hazard and erosion potential and prevention; regulatory issues related to flood damage prevention, and other regulatory compliance issues related to water resources matters, and provide a list of review comments, summary of review, and opinions and recommendations to the City Public Works Department Engineering Division for consideration.
- b. Upon request, consultant shall be available for project specific meetings with the City staff to discuss stormwater related challenges with the project area.
- c. Review of City's LOMR, CLOMR, LOMAs that are submitted to the City requesting City approval for FEMA processing.
- d. Consultant shall serve as the City's Floodplain Mapping, Flood Study and digital H&H Model Repository
 - i. Consultant shall update the City's Master hydrology and hydraulic models based on proposed City projects that are approved and update the City's GIS Floodplain layers to reflect approved projects.
 - ii. Consultant shall release flood models and mapping to City's engineers and project teams upon City's request along with City Criteria and other information to performing flood and detention studies within the City.
- e. Consultant shall review and provided comments for each submittal within in 2 weeks from the date of receipt and return to the City.

6. Stormwater Utility Fee

- a. Consultant shall provide assistance to the City Engineering Division with assistance in developing and justifying a stormwater utility fee in which the City shall have a dedicated funding source to manage stormwater related needs.
- b. Consultant shall provide services for the above. Detailed scope of services and fee will be established by separate task.

7. MS4 Program Support Services

- a. Consultant shall provide assistance to the City Engineering Division with audits, training, coordination with TCEQ, and MS4 stormwater plan renewal support.
- b. Consultant shall provide services for the above. Detailed scope of services and fee will be established by separate task.
- 8. Consultant shall provide other miscellaneous services as requested by the City and agreed to by the Consultant provided that such services are with in the field of expertise of the Consultant.

B. ADDITIONAL SERVICES

- 1. Environmental Permitting or Investigations
- 2. Geotechnical Engineering or Investigations
- 3. Surveying Services

EXHIBIT A 92

- 4. Groundwater Services or Investigations
- 5. Expert Witness Services

This scope of services is to be provided on a time and materials cost basis in accordance with the attached compensation/pricing schedule. The termination date of this contract is September 30, 2021. Unless agreed in writing by both parties to extend this contract, or unless either party gives notice to other part to terminate this contract prior to this termination date.

EXHIBIT A 93

EXHIBIT B COMPENSATION/PRICING SCHEDULE

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF ROCKWALL AND CARDINAL STRATEGIES ENGINEERING SERVICES, LLC FOR MISCELLANEOUS CONSULTING ON STORMWATER ISSUES

2020 HOURLY CHARGES FOR PROFESSIONAL SERVICES

Rates include all salaries, salary expense, overhead, and profit.

Principal	\$170 - \$205 per hour
	. \$160 - \$200 per hour
	.\$155 - \$180 per hour
	.\$135 - \$170 per hour
Engineer	\$115 - \$145 per hour
Junior Engineer	.\$95 - \$125 per hour
CAD Professional	. \$70 - \$95 per hour
GIS Professional	.\$95 - \$110 per hour
Admin / Clerical	.\$65 - \$80 per hour
Expense Items	
Supplies	Cost plus 10%
Travel	IRS rate per mile
Lodging and meals (US Government per diem plus taxes)	. Actual cost
Airfare and Rental Car	. Cost plus 10%

Unless otherwise agreed in writing to extend this contract, or unless either party to this contract gives notice to terminate, this contract will terminate on September 30, 2021.

EXHIBIT C

SCHEDULE

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF ROCKWALL AND CARDINAL STRATEGIES ENGINEERING SERVICES, LLC FOR MISCELLANEOUS CONSULTING ON STORMWATER ISSUES

The term of this agreement shall commence upon execution of the agreement by both parties and will extend through September 30, 2021, unless otherwise terminated or extended as agreed in writing. Consulting services listed in Exhibit A will be scheduled on an as-needed basis during the term of contract and any extension as agreed. Consulting services will end immediately upon termination of the contract.

ATTACHMENT "D"

Sub-Consultants

Sub-Consultant work is not anticipated based on the scope of services for this project.

ı.	Sub-Consultant:		
	Company Name:		
	Services of the Scope Being Provided:		
	Contact Person:	Title:	
	Email:	Phone:	A 100 A
2.	Sub-Consultant:		
	Company Name:		
	Services of the Scope Being Provided:		
	Contact Person:	Title:	_
	Email:	Phone:	
3.	Sub-Consultant:		
	Company Name:		
	Services of the Scope Being Provided:		
	Contact Person:	Title:	
	Email:	Phone:	



MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

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

DATE: October 5, 2020

SUBJECT: PROFESSIONAL ENGINEERING SERVICE AGREEMENT FOR TRAFFIC

IMPACT ANALYSIS

Attachments Contract

Summary/Background Information

At the November 5, 2018 City Council meeting, the City Council approved a policy requiring a Traffic Impact Analysis (TIA) for specific zoning applications. To recoup the City's review costs, a Traffic Impact Analysis (TIA) review fee was implemented in October 2018 by the City for developments requiring a TIA. The City currently use Binkley & Barfield, Inc. as the Cities Engineering Traffic Review Consultant, to perform the review of TIAs and to ensure compliance with the City's TIA requirements.

Binkley & Barfield's, Inc. current contract ends on September 30, 2020 with the City. Staff requests the City Council consider approval of the attached Professional Engineering Services Agreement with Binkley & Barfield, Inc. for the 2021 fiscal year to provide general engineering services for the preparation and review of all TIAs submitted to the City of Rockwall. This agreement will be funded by the 2020-2021 Engineering Consulting budget and developer reimbursement.

Action Needed

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 Binkley & Barfield, Inc., ("ENGINEER"), located at 1801 Gateway Boulevard, Suite 101, Richardson, Texas 75080, Engineers duly licensed and practicing under the laws of the State of Texas.

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

PROFESSIONAL ENGINEERING SERVICES for Miscellaneous Traffic Consulting Services

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. <u>Compensation & Term of Agreement</u>

Cost for such services will be based on an as-needed time-and-materials basis and billed as an hourly basis plus costs per rates provided in Attachment "B". Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

The term of this Agreement shall commence upon execution of this agreement and follow the schedule described in 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. <u>INDEMNIFICATION</u>

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

Binkley & Barfield, Inc. Attn: Derek Sweeney, P.E. 1801 Gateway Boulevard Suite 101 Richardson, Texas 75080

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

9. <u>Successors and Assigns</u>

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 1st day of October 2020.

	Binkley & Barfield, Inc.
	By: To P.E. Name: Antonio "Tony" Romo II, P.E. Title: Regional Vice President
EXECUTED in triplicate origin	nals on this day of October 2020.
ATTEST:	City of Rockwall, Texas
	Richard Crowley City Manager

ATTACHMENT "A"

Scope of Service

SCOPE OF SERVICES

The scope of services for this contract is for Binkley & Barfield, Inc. (BBI) to provide miscellaneous consulting services on an as-needed basis for issues related to traffic impact analysis and other traffic engineering matters, which may be requested from time to time by, or approved by, the City of Rockwall's City Engineer/Public Works Director, or by the City Engineer's/Public Works Director's representative(s) or assistant(s). Such services are anticipated to typically consist of the following:

- A. Perform traffic impact analyses for the City as requested.
- B. Perform traffic counts for the City as requested.
- C. Assist in scoping traffic impact analyses for proposed developments which shall include study intersections/limits, required traffic counts, analyses, etc.
- D. Review and provide comments on traffic impact analyses submitted to the City
- E. Provide opinions, advice, recommendations and other miscellaneous assistance to the City regarding traffic impact analyses and traffic operations.
- F. Attendance at developer review meetings, planning and zoning meetings, City Council meetings, and others as required or needed.
- G. Other miscellaneous traffic engineering services as requested by the City and agreed by BBI provided that such services are within the field of expertise of BBI.

Exclusions

The following services are excluded from this scope of services:

- A. PS&E Documents
- B. Construction Inspection
- C. Construction Administration
- D. Surveying

ATTACHMENT "B"

Payment Schedule

Hourly Rate Schedule

Note: 2019 Billable Rates will be extended through the duration of this project.

	2019
CLASSIFICATION	RATES
Principal (Eng. VII)	\$275.00
Sr. Project Manager (Eng. VI)	\$250.00
Project Manager (Eng. V)	\$194.00
Structural Engineer	\$194.00
Construction Manager (Eng V)	\$194.00
Project Engineer (Eng. IV)	\$163.00
Project Engineer (Eng. III)	\$139.00
Process / Civil / Engineer	\$163.00
Field Engineer	\$150.00
Electrical & Instrumentation Engineer	\$163.00
Engineer Technician	\$136.00
EIT II	\$125.00
Graduate Engineer / EIT I	\$110.00
Crew - 2 person	\$185.00
Construction Observer / Sr. Inspector	\$125.00
Construction Observer / Inspector II	\$116.00
Construction Observer / Inspector I	\$95.00
Sr. Designator	\$105.00
Designator	\$90.00
Sr. Utility Coordinator	\$151.00
Utilty Coordinator	\$132.00
Production Manager	\$205.00
Production Technician	\$84.00
Sr. Electrical Designer	\$143.00
Sr. CADD / Designer	\$135.00
CADD / Designer	\$122.00
CADD Technician	\$100.00
Sr. Clerical / Administrator / Document Specialist / Recordkeepe	\$85.00
Clerical / Administrator	\$80.00
3D Modeling (Per day)	\$788.00

Note:

- For years past 2019, maximum rates can be determined using an annual escalation rate of five percent, or, will be renegotiated.
- Subconsultant, reproduction, delivery and other associated expenses shall be reimbursed at cost plus 10%.
- 3. Mileage shall be reimbursed at the current Federal rate as published by the IRS.

Traffic Counts would be considered a subconsultant service and reimbursed at cost plus 10%

ATTACHMENT "C"

Project Schedule

The term of this agreement shall commence upon execution of the agreement by both parties and will extend through September 30, 2021, unless otherwise terminated or extended as agreed in writing. Consulting services listed in Attachment "A" will be scheduled on an as-needed basis during the term of contract and any extension as agreed. Consulting services will end immediately upon termination of the contract.

BBI will provide services and response on the following time tables for these specific tasks:

- A. Traffic Impact Analyses Within 3 weeks of NTP.
- B. Traffic Counts Within 2 weeks of receiving notice to proceed with counts.
- C. Scoping of traffic impact analyses Within one week of initial NTP from City and available information from the City.
- D. Review of traffic impact analyses Within two weeks of receiving traffic impact analysis.

ATTACHMENT "D"

Sub-Consultants

While Sub-Consultant work is not anticipated for most projects, the Sub-Consultants listed below are our most commonly contracted for traffic engineering related projects.

1.	Sub-Consultant:
	Company Name: Baseline Corporation
	Services of the Scope Being Provided: <i>Design Survey/ROW/Easement Docs</i>
	Contact Person: Heather Welch-Westfall Title: <u>Director of Surveying</u>
	Email: hwestfall@baselinesurveyors.net Phone: 972-535-6325
2.	Sub-Consultant:
	Company Name: Gram Traffic, NTX, Inc.
	Services of the Scope Being Provided: <i>Traffic Count Services</i>
	Contact Person: Daryl Swenson Title: Director
	Email: daryl@gramntx.comPhone: 817-265-8968



MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

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

DATE: October 5, 2020

SUBJECT: FM 3097 #2 LIFT STATION EMERGENCY PUMP REPLACEMENT

Attachments

Quote for Replacement Pump

Summary/Background Information

On September 14, 2020, at 8:50 PM, the Supervisory Control and Data Acquisition (SCADA) system notified Shon Bellah, Production Technician Supervisor, that one of the pumps at the lift station located at 5282 FM 3097 (FM 3097 Lift Station #2) was not working. This lift station was constructed in 2008 and has two pumps. Of these two pumps, one is designated to pump the entire sanitary sewer flow for the station, and the second pump is an emergency backup. This lift station receives sewer flow from Somerset Park, Lake Rockwall Estates, County Line Road, Ranch Trail, and Horizon Road from Ranch Trail to County Line Road.

Upon arrival, the production technician removed the pump from the wet well and disassembled it for evaluation. After further inspection, the technician determined that the pump could not be repaired and had reached the end of its lifecycle. The crew connected the City's emergency bypass pump in case the remaining pump in the lift station could not handle the flow, or if the pump has mechanical problems.

Pump Solutions provided a quote of \$38,633 to replace the pump for FM 3097 Lift Station #2 with a scheduled delivery date of 12-14 weeks. With the length of time it takes to get the pump, it is important to promptly order the pump since the lift station is currently operating on one pump.

Staff requests City Council consider approval of the purchase of the sanitary sewer pump for FM 3097 Lift Station #2 from Pump Solutions in the amount of \$38,633.00, and take any action necessary.

Action Needed



1127 South Airport Circle Euless, TX 76040 Phone 817-684-0900 Fax 817-684-0905

THIS TRANSMITTAL CONSISTS OF 2 PAGE(S) INCLUDING THIS PAGE.

TO: City of Rockwall - Shon Bellah

FROM: Conor Mullis

DATE: September 16th, 2020

RE: "FM 3097 - ABS Replacement"

Pump Solutions Inc., is pleased to offer the following equipment for the subject project:

One (1) KSB Pump, 40HP, 460volt, 3 Phase, explosion proof, electric submersible motor with 65' power cable – 12" Discharge

One (1) Pump Safe - Thermal and Moisture Sensor

One (1) 100A Breaker & Electrical Wire

Two (2) Labor and Materials to Install Custom Upper Bracket

One (1) Startup Trip by PSI

NOTES

*Based on the Duty Point: 4,200 GPM @ 25' TDH

*We will be reusing the existing ABS 12" Claw – single rail system

*Upsizing breaker from 50A to 100A

*Existing overloads are 30-90A. Starters are NEMA Size 3. Both components are sized appropriately

*Prior to ordering, PSI would like to verify the on-site generator is sized appropriately for 40HP pumps

TOTAL NET PRICE FOR THE EQUIPMENT LISTED ABOVE

Estimated Delivery: 12-14 Weeks ARO

- 1. No piping, valves, fittings, or any other equipment specifically listed above will be included.
- 2. Kellum grips are NOT included.
- 3. The price quoted is F.O.B. Jobsite
- 4. Federal taxes, state taxes, or local taxes are NOT included.
- 5. Terms are Net 30 Days, Standard Terms and Conditions Apply.

Thank you for your consideration of the proposed equipment.

Sincerely,

Conor Mullis

Conor Mullis Sales Representative Pump Solutions, Inc (817) 403-6638 Cell

GENERAL TERMS AND CONDITIONS SALE OF GOODS AND SERVICES

These General Terms and Conditions of Sale of Goods ("Terms") apply to the sale of goods and services (herein called "Products") by Pump Solutions, Inc. ("Company") to the party to whom these Terms are sent or addressed ("Customer"). Customer's agreement to these Terms is acknowledged by Customer placing an order, submitting a purchase order, submitting a purchase order acknowledgment, or by any other written or oral acknowledgement authorizing shipment of or accepting delivery of Products, or by otherwise initiating performance of any proposed effort. Such agreement by Customer constitutes a valid, binding and enforceable contract between Company and Customer for the Products offered by Company (herein called the "Contract"). None of Customer's terms and conditions will apply to the resulting Contract, even if so stated in Customer's terms that accompany any form of acceptance or order placement by Customer (including any purchase order or purchase order acknowledgment forms of Customer), unless and until such terms and conditions are subsequently agreed to in a written agreement that is signed by an officer of Company. The following terms and conditions apply to all sales of Products unless there is a separate written agreement in place that is signed by the Customer and by an officer of Company.

I. SHIPMENT AND RISK OF LOSS. Unless otherwise agreed to by the parties in writing, all Products will be shipped FOB Job Site. Title, risk of loss and all other responsibility for Products sold passes to Customer when Company delivers the Products to the Customer's job site. Thereafter, Company shall not be liable for any loss or damage to the Products. Delivery dates are estimated and are not guaranteed. If Customer is not able to accept the Products on the scheduled delivery date, Company reserves the right to either cancel the order in full or store the Products at Customer's expense. All claims regarding shortages must be made within fifteen (15) days from receipt of shipment and must be accompanied by the packing list covering the shipment.

II. PRICES. All prices are stated in United States dollars. Unless otherwise stated on a quotation or price schedule, shipping costs (i.e., freight, insurance, handling or forwarding fees, etc.) are included in the prices set forth in Company's price schedule or the price quoted to Customer.

III. INVOICES AND PAYMENT. Invoices for Products sold will be mailed or otherwise submitted to Customer on the date of delivery of the Products or as soon thereafter as practicable. In the event Customer delays delivery for any reason, Company will invoice Customer for any and all Products when they are ready for shipment. Unless otherwise agreed to by the parties, payment of the full amount stated in any invoice shall be due within thirty (30) days after the date of invoice. Payments should be mailed to the remit to address on the invoice or to 18594 US-59, New Caney, TX 77357. Unless prohibited by applicable law. Company has the right to charge Customer a fee and to be reimbursed for any Customer forms of payments that require Company to incur a fee of any nature, including but not limited to, any payments made with a credit card. Company has the right to charge interest on all invoiced amounts outstanding and unpaid after sixty (60) days from the date of invoice at the lesser of eighteen percent (18%) per annum or the maximum non-usurious rate of interest permitted by law, and Company may turn over any such unpaid invoices to an attorney or third-party collection agency for collection, in which event Customer agrees to pay all reasonable costs of collection and/or attorneys' fees. Company may require evidence of Customer's ability to make payment as required by this Contract. Customer's inability or unwillingness to provide such information shall entitle Company to cancel or suspend this Contract without prejudice to Company's rights to damages, if any, arising hereunder.

IV. LIMITED WARRANTY.

4.1 Product Warranty. Company's sole and exclusive warranty on any Products sold and/or installed hereunder is that the Customer will have clear and legal title to all such Products sold or installed. For any Products that carry a manufacturer's warranty, Company agrees to transfer any such manufacturer's warranties to Customer, in the event and to the extent allowed by the manufacturer.

No performance guarantees of any Products are given to Customer whatsoever, as suitability and conditions of application of the Products

are beyond Company's control. Because of the uncertainty and variability of past and existing conditions, and because of the necessity of relying on facts and supporting services furnished by others, Company does not guarantee the effectiveness or suitability of the Products, nor the accuracy of any recommendations or other data or information furnished by Company or any Product manufacturers.

4.2 Repair Warranty. Unless otherwise stated in writing in a quotation or price schedule, all repair services carry a one-year limited warranty on the repaired Products as follows: in the event of a failure of any Products repaired by Company (ordinary wear and tear, and customer misuse or alteration excepted), Customer must notify Company of such failure within one year from the date of the repair, and at the sole option of Company, Company will either repair the Products or refund the original repair price paid by Customer hereunder.

4.3 THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES MADE BY COMPANY AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

V. INDEMNIFICATION AND LIMITATION OF LIABILITY.

5.1 COMPANY HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD CUSTOMER, CUSTOMER'S PARENT, MEMBERS. MANAGERS, SUBSIDIARIES. AFFILIATES. CUSTOMER'S CLIENTS (INCLUDING ANY MUNICIPALITIES AND STATE OR FEDERAL GOVERNMENT ENTITIES AND THEIR PROPERTY OWNERS AND SURETIES UNDER ANY **PAYMENT** BONDS). THEIR CONTRACTORS AND SUBCONTRACTORS (OTHER THAN COMPANY GROUP, AS DEFINED HEREIN), AND THE RESPECTIVE OFFICERS. DIRECTORS, EMPLOYEES, AGENTS AND INVITEES OF ALL THE FOREGOING, OR ANY MEMBER THEREOF ("CUSTOMER GROUP") HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE OR EXPENSE OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, FINES, PENALTIES, REMEDIAL OBLIGATIONS, COURT COSTS AND **EXPENSES** AND REASONABLE ATTORNEYS' INCLUDING ATTORNEYS' **FEES** INCURRED IN INDEMNITY **ENFORCEMENT** OF THIS **PROVISION** (HEREINAFTER REFERRED TO COLLECTIVELY "INDEMNIFIABLE CLAIMS")), ARISING OUT OF BODILY INJURY (INCLUDING SICKNESS TO OR DEATH OF PERSONS AND LOSSES THEREFROM TO RELATIVES OR DEPENDENTS) TO THE COMPANY GROUP, OR LOSS OR DESTRUCTION OF PROPERTY OR INTERESTS IN PROPERTY OF THE COMPANY GROUP, IN ANY MANNER CAUSED BY, DIRECTLY OR INDIRECTLY RESULTING FROM, INCIDENT TO, CONNECTED WITH OR ARISING OUT OF PERFORMANCE OF THIS CONTRACT, WHETHER OR NOT RESULTING IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE

NEGLIGENCE (EXCEPT TO THE EXTENT OF ANY INDEMNIFIABLE CLAIMS THAT ARE FOUND BY A RELEVANT COURT OF LAW TO BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY OR ITS GROUP), OR STRICT LIABILITY OF THE CUSTOMER GROUP, OR ANY DEFECT IN THE PREMISES, EQUIPMENT OR TOOLS OWNED. OPERATED OR CONTROLLED BY THE CUSTOMER GROUP. COMPANY AGREES TO CONSULT AND COOPERATE IN GOOD FAITH WITH CUSTOMER IN THE SELECTION AND RETENTION OF LEGAL COUNSEL TO REPRESENT CUSTOMER IN ANY ACTION, CLAIM, SUIT, LITIGATION, ARBITRATION OR GOVERNMENT INVESTIGATION ("ACTION") WITH RESPECT TO AN INDEMNIFIABLE CLAIM. NOTWITHSTANDING THE FOREGOING, CUSTOMER MAY SELECT ITS OWN COUNSEL TO PARTICIPATE IN ANY ACTION AT CUSTOMER'S SOLE COST AND EXPENSE; PROVIDED, HOWEVER, CUSTOMER'S RIGHT TO PARTICIPATE IN ANY ACTION SHALL NOT LIMIT COMPANY'S OBLIGATIONS UNDER THIS PARAGRAPH.

5.2 CUSTOMER HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD COMPANY, COMPANY'S PARENT. MEMBERS, MANAGERS, SUBSIDIARIES, AND AFFILIATES, CONTRACTORS AND SUBCONTRACTORS, AND RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND INVITEES OF ALL OF THE FOREGOING, OR ANY MEMBER THEREOF ("COMPANY GROUP") HARMLESS FROM AND AGAINST ANY AND ALL INDEMNIFIABLE CLAIMS ARISING OUT OF BODILY INJURY (INCLUDING SICKNESS TO OR DEATH OF PERSONS AND LOSSES THEREFROM TO RELATIVES OR DEPENDENTS) TO THE CUSTOMER GROUP OR ANY THIRD PARTIES (I.E., PARTIES THAT ARE NOT A MEMBER OF EITHER COMPANY GROUP OR CUSTOMER GROUP), OR LOSS OR DESTRUCTION OF PROPERTY OR INTERESTS IN PROPERTY OF THE CUSTOMER GROUP OR ANY THIRD PARTIES, IN ANY MANNER CAUSED BY, DIRECTLY OR INDIRECTLY RESULTING FROM, INCIDENT TO, CONNECTED WITH, OR ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT, WHETHER OR NOT RESULTING IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, OR STRICT LIABILITY OF THE COMPANY GROUP, OR ANY DEFECT IN THE PREMISES, EQUIPMENT OR TOOLS OWNED, OPERATED OR CONTROLLED BY THE COMPANY GROUP. CUSTOMER AGREES TO CONSULT AND COOPERATE IN GOOD FAITH WITH COMPANY IN THE SELECTION AND RETENTION OF LEGAL COUNSEL TO REPRESENT COMPANY IN ANY ACTION WITH RESPECT TO AN INDEMNIFIABLE CLAIM. NOTWITHSTANDING FOREGOING, COMPANY MAY SELECT ITS OWN COUNSEL TO PARTICIPATE IN ANY ACTION AT COMPANY'S SOLE COST AND EXPENSE; PROVIDED, HOWEVER, COMPANY'S RIGHT TO PARTICIPATE IN ANY ACTION SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS UNDER THIS PARAGRAPH.

5.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS CONTRACT FOR, AND EACH PARTY RELEASES THE OTHER FROM AND AGAINST, ANY INDIRECT. INCIDENTAL, PUNITIVE, **EXEMPLARY** CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIQUIDATED DAMAGES OF ANY KIND, DELIVERY DELAYS, DOWNTIME LOSSES, DAMAGES FOR LOSS OF REVENUE AND PROFITS, LOSS OF BUSINESS OR BUSINESS INTERRUPTIONS, LOSS OF USE OF ASSETS OR FACILITIES, RELATED TO THE PERFORMANCE UNDER THIS CONTRACT (COLLECTIVELY, "LOSSES"), WHETHER OR NOT THE POSSIBILITY OF SUCH PENALTIES FOR LOSSES ARE MADE KNOWN TO A PARTY OR ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE

NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING THE INDEMNIFIED PARTY OR PARTIES, OR ANY DEFECT IN THE PREMISES, PRE-EXISTING CONDITIONS, PATENT OR LATENT, BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT BE CONSTRUED AS LIMITING THE OBLIGATION OF A PARTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AGAINST INDEMNIFIABLE CLAIMS ASSERTED BY PERSONS WHO ARE NOT A PARTY TO THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, INDEMNIFIABLE CLAIMS FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

5.4 IN NO EVENT WILL COMPANY'S LIABILITY FOR DAMAGES RELATED TO OR ARISING OUT OF THIS CONTRACT, INCLUDING THE INDEMNITY PROVISIONS HEREUNDER, EXCEED FIFTEEN (15%) OF THE PURCHASE PRICE OF THE RELEVANT PRODUCTS OF ANY SUCH CLAIM.

5.5 BOTH PARTIES AGREE THAT ARTICLE 5 COMPLIES WITH THE REQUIREMENT KNOWN AS THE EXPRESS NEGLIGENCE RULE TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS ARTICLE HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.

VI. INSURANCE.

6.1 Insurance Requirements. Each party shall secure and maintain, and shall require any and all subcontractors to secure and maintain the following insurance coverages with limits not less than the amounts specified below:

A. Worker's Compensation and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) per accident, or such greater amount as required to fully comply with the statutory requirements of all federal laws and any applicable state and local laws and regulations.

B. Comprehensive General Liability insurance, including contractual liability, with minimum limits of liability for injury, death, or property damage of Two Million Dollars (\$2,000,000) combined single limit per occurrence.

C. Automobile Liability insurance covering owned, hired, and non-owned vehicles, with minimum limits of liability for injury, death, or property damage of One Million Dollars (\$1,000,000) combined single limit per occurrence.

D. Physical Damage Insurance on each party's property to the extent of its fair replacement value.

E. Excess Liability Insurance over the limits specified above, with minimum limits of Two Million Dollars (\$2,000,000), specifically including contractual liability.

6.2 Documentation. Each party's insurance carrier(s) will provide, as evidence that the required insurance coverage has been obtained, a certificate of insurance upon request. All policies shall provide that they may not be canceled without at least thirty (30) days prior written notice to the other party.

VII. TAXES. All federal, state, and local taxes, (except income or ad valorem taxes now or hereafter imposed with respect to Products sold and/or the processing, repair, delivery, transportation, and/or proceeds of the Products sold hereunder) shall be for the account of the Customer, and if paid or required to be paid by Company the amount thereof shall be paid by Customer to Company on demand in addition to the purchase prices for the Products.

VIII. FORCE MAJEURE. The consequences, direct or indirect, of fires, accidents, floods, explosions, global pandemics, labor trouble or shortage, acts of God, war, rebellion, insurrection or civil disturbance, action or inaction of or authorized by any actual or purported government, shortage of transportation, inability to obtain or denial of an export license, inability to obtain suitable material, equipment, fuel, power or transportation, and any and all like or different causes beyond the control of the parties hereto shall excuse performance, except payment, by either party to the extent by which performance is prevented thereby. Company may during any period of shortage of Products due to any of said causes, prorate its supply of such Products among all its customers in such manner as may be deemed equitable in Company's sole and absolute discretion.

IX. NOTICES. Notices shall be properly given when sent by first class mail, registered or certified return receipt requested, postage prepaid, and addressed to the other party at the following address or to such other address as may be designated by either party. For Company: 18594 US-59, New Caney, TX 77357. For Customer: such address as Customer shall designate in writing to Company.

X. GOVERNING LAW AND VENUE. The validity, performance and construction of this Contract will be governed by the laws of the State of Texas, United States of America. The Courts of Harris County, Texas, shall have exclusive jurisdiction over any dispute arising between the parties with regard to performance or interpretation. Each party accepts such exclusive jurisdiction and renounce any and all rights as either may have to any other jurisdiction or forum. Each party waives its rights to a trial by jury.

XI. ASSIGNMENT. Customer's rights and duties under this Contract may not be assigned. Company may freely assign its rights and obligations under this Contract to a subsidiary, affiliate or successor in interest of its stock or assets.

XII. MODIFICATION OR CANCELLATION. This Contract may only be cancelled by Company. No Product orders may be cancelled or modified by Customer for any reason. Products may not be returned by Customer for any reason. The failure of Company to insist upon the strict performance of any of the terms of this Contract, or to exercise any of the rights herein, shall not be a waiver or relinquishment of Company's future rights to assert or rely upon any such terms or rights at any time.

XIII. ENTIRE AGREEMENT. The provisions of this Article XIII apply only if Company submits to Customer a written quotation, purchase order, purchase order acknowledgment, bid or proposal (herein collectively called a "Company Quotation"). If there is a conflict between this Contract and any specific terms and conditions of a Company Quotation, then those specific terms and conditions of the Company Quotation shall prevail but only with respect to such specific terms and conditions. In such cases of conflict, the terms in this Contract, and those set forth in the Company Quotation, shall constitute the entire agreement between the parties with respect to the transaction that is the subject of the Company Quotation, and such agreement cannot be changed except by a written amendment that is signed by Customer and an officer of Company. No other agreements, understandings, oral or written will be binding on Company, unless contained in writing and signed by an officer of Company.

XIV. CONFIDENTIALITY. To the fullest extent permitted by applicable law, Customer shall treat all Product pricing information supplied to Customer as confidential and proprietary information of Company and shall not permit its release to other parties or make any public announcement or publicity releases without Company's written authorization.

XV. PROVISIONS APPLICABLE TO PRODUCTS FURNISHED, SOLD OR RE-SOLD OUTSIDE THE UNITED STATES. The provisions of this Article apply to any Products that are furnished or sold to Customers that are located outside the United States or Products that are shipped outside the United States upon receipt by a United States Customer. Company operates its business and sells the Products in strict compliance with all requirements of U.S. Law (as hereinafter defined), maintains the highest ethical standards of business conduct, and will not authorize, involve itself in, or tolerate any business practice that is not in strict compliance with U.S. Law. The term "U.S. Law" includes any and all U.S. federal or state laws and regulations that govern Company's business including, without limitation, all economic sanctions and embargoes, the U.S. Export Control Act, the U.S. Export Administration Act, the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, and any and all other applicable laws, rules and regulations of the U.S. or any state thereof including, without limitation, those promulgated and/or administered by the U.S. Department of Commerce and the U.S. Treasury Department. Customer agrees that it will not disclose, import, export, transship or re-export, directly or indirectly, any technical data of Company or Products to any person, organization, or entity in a country to which such disclosure, transshipment, exportation or re-exportation is prohibited by U.S. Law. Customer further agrees to keep fully informed of the current basis of U.S. Law relevant to the foregoing undertaking including any updates or amendments. In the event that Company must obtain a U.S. export license prior to shipment of Products pursuant to this Contract, Customer will provide a timely and truthful certificate in compliance with U.S. Law. Customer agrees to maintain, and present upon request, documentation necessary to support Customer's compliance with this Article and any certificates issued by Customer or its end-users in connection with the Products.



MEMORANDUM

TO: Rockwall City Council

FROM: Joey Boyd, Assistant City Manager

DATE: September 18, 2020

SUBJECT: Contract with Meals On Wheels Senior Services

Margie VerHagen, Executive Director of Meals On Wheels Senior Services, requested funding for nutritional / senior service programs provided in Rockwall in the amount of \$45,000. This amount was approved in the operating budget for this fiscal year. Attached for the City Council's review and consideration is a contract with Meals On Wheels for FY 2021.

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

AGREEMENT FOR NUTRITIONAL PROGRAMS FOR THE ELDERLY AND DISABLED

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

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

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

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

- Section 2. Payment. City agrees to pay Meals On Wheels Senior Services the sum of Forty Five Thousand Dollars and No/Cents (\$45,000.00) for the provision of certain nutritional / service programs to the elderly and disabled. Said payments shall be made on the following dates: December 31, 2020 for 1st Quarter, March 31, 2021 for 2nd Quarter, June 30, 2021 for 3nd Quarter, and September 30, 2021 for 4th Quarter upon Receiving a Quarterly Report and Invoice.
- **Section 3.** Term. This agreement is to take effect and continue and remain in full force and effect for a period to expire on September 30, 2021.
- **Section 4.** <u>Scope and Nature of Operation</u>. It is expressly agreed and understood that Meals On Wheels Senior Services shall provide the services as outlined in Attachment "A" continuously during the contract period.
- Section 5. Surety and Cancellation. If at any time, the City Council determines that Meals On Wheels Senior Services has failed to perform, or performed in an unacceptable manner, any of the terms, covenants or conditions herein set forth, the City may revoke and cancel this agreement. The City Council shall be the sole judge of whether Meals On Wheels Senior Services has failed to perform. Meals On Wheels Senior Services shall be given written notice at least 10 days prior to consideration by the City Council of such action. Should the City Council revoke this agreement, Meals On Wheels Senior Services shall be responsible for reimbursing the City on a pro-rata basis any unearned funds paid by the City.

Section 6. Complaint Handling by Meals On Wheels Senior Services. Meals On Wheels Senior Services shall, at its own expense, provide a locally accessible telephone number and will answer calls from 9:00 a.m. until 5:00 p.m. daily, Monday through Friday, excluding such holidays as may be approved by the City, for the purpose of handling complaints and other calls regarding services provided by Meals On Wheels Senior Services. Meals On Wheels Senior Services shall maintain a log of all complaints and disposition of the complaints. This log shall be submitted to the City on a monthly basis. All complaints shall be given prompt and courteous attention and when possible, shall be resolved within a 24-hour period.

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

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

Nutritional Programs for the Elderly and Disabled

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

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

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

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

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

Section 13. <u>Modification</u>. This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless modified by approval of the City Council as provided herein.

Section 14. Right to Require Performance. The failure of the City at any time to require performance by Meals On Wheels Senior Services of any provisions hereof shall in no way affect the rights of the City thereafter to enforce the same. No waiver by the City of any breach of any provisions hereof shall be taken or held to be a waiver of any provision itself.

Section 15. <u>Illegal Provisions.</u> If any provision of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.

Section 16. Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to a respective party at the addresses set forth below:

If intended for the City: City of Rockwall

Attention: City Secretary

385 S. Goliad

Rockwall, Texas 75087

If intended for Committee: Meals On Wheels Senior Services

Attention: Executive Director 950 Williams Street, Suite 200

Rockwall, Texas 75087

Section 17. Approval by the City. This agreement shall not be considered fully executed, nor binding on the City, until the same shall have been executed by Meals On Wheels Senior Services, the City Manager and the City Secretary.

Section 18. <u>Effective Date</u>. This contract shall be effective on the ____ day of October, 2020.

	CITY OF ROCKWALL, TEXAS
ATTEST:	Richard Crowley, City Manager
Kristy Cole, City Secretary	
[SEAL]	Date

Margie VerHagen, Executive Director
Date

MEALS ON WHEELS SENIOR SERVICES

ATTACHMENT A Nutritional / Service Programs

Nutritional Programs

Title III

C-1 Congregate Meals

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

C-2 Home Delivered Meals

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

Title IXX and XX

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

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

General Senior Services

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

ATTACHMENT B Holidays

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

Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr. Holiday
Memorial Day
July 4th
Labor Day

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



MEMORANDUM

TO: Mayor and Council

FROM: Joey Boyd, Assistant City Manager

DATE: September 23, 2020

SUBJECT: Routine Airport Maintenance Program Grant Agreement

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

Attached is the FY 2020-2021 RAMP grant agreement between the State and the City for the Ralph M. Hall / Rockwall Municipal Airport for consideration. The City Council is asked to consider approval of the contract and authorize the City Manager to enter into an agreement with the Texas Department of Transportation – Aviation Division for the City of Rockwall to participate in the Routine Airport Maintenance Program.

TEXAS DEPARTMENT OF TRANSPORTATION GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2118RCKW

Part I - Identification of the Project

TO:

The City of Rockwall, Texas

FROM:

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

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

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

The project is for airport maintenance at the ROCKWALL - RALPH M HALL/ROCK WALL MUNI Airport.

Part II - Offer of Financial Assistance

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

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

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

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

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

Work shall be accomplished by August 31, 2021, unless otherwise approved by the State.

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

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

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

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

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

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

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

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Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

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

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

Part III - Sponsor Responsibilities

- 1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

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- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory.

 The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

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- 2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
- 3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.
 - If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.
- 4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
- 5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
- 6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State.

 All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
- 7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

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Part IV - Nomination of the Agent

- 1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
- 2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed,
 and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

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- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
- 4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
- 5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
- 6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

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Part VI - Acceptances

Sponsor

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

The City of Rockwall, Texas		
Sponsor		
Sponsor Signature		
Sponsor Title		
_		
Date		

Acceptance of the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION
Signature
Title
1,666
2
Date

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Attachment A

Scope of Services TxDOT Project ID: M2118RCKW

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Sponsor Signature	?	
Sponsor Title		
 Date		

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

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

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2118RCKW

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

Sponsor Sign	ıature		
Sponsor Title	2		
 Date			

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Certification of State Single Audit Requirements

I,	, do certify that the City of Rockwall, Texas, will comply		
with all requirements of	he State of Texas Single Audit Act if the City of Rockwall, Texas, spends or		
receives more than the t	reshold amount in any grant funding sources during the most recently audited		
fiscal year. And in follo	ring those requirements, the City of Rockwall, Texas, will submit the report to		
the audit division of the	Cexas Department of Transportation. If your entity did not meet the threshold in		
grant receivables or exp	nditures, please submit a letter indicating that your entity is not required to have		
a State Single Audit per	ormed for the most recent audited fiscal year.		
	Sponsor Signature		
	Sponsor Title		
	Date		
	Liuic		

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DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID:	M2118RCKW	
The City of Rockwall, Texas	, designates,	
		as the Sponsor's authorized
(Na	ime, Title)	
representative, who shall reco	eive all correspondence an	d documents associated with this grant and who for this grant as required on behalf of the
		Sponsor Signature
		Sponsor Title
		Date
DESIGNATED REPRESE	NTATIVE	
First Name, Last Name	,	
Title		
Address		
Phone Number		
Email Address		

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MEMORANDUM

TO:

City Council

FROM:

Joey Boyd, Assistant City Manager

DATE:

September 23, 2020

SUBJECT: STAR Transit Contract for Fiscal Year 2021

Included for City Council review and consideration is the agreement between the City of Rockwall and STAR Transit for transportation services in the City for fiscal year 2021.

The key points of the agreement are:

- The term of the agreement is: October 1, 2020 through September 30, 2021.
- The City and STAR agree that no fixed route service may be provided under the
 terms of this Agreement, that no funds from this Agreement will be utilized to
 support a fixed route service, and that STAR Transit will not request funds or in
 kind support from the City if STAR Transit elects to operate a fixed route in the
 City of Rockwall under funding outside of this Agreement.
- Service will be provided five (5) days per week, Monday through Friday, calculated as 250 service days for the fiscal year. A total of 22 hours of in-service time including pre- and post-trip time on average each operating day will be limited exclusively to trip origins in the incorporated areas of the City of Rockwall.
- The hourly rate charged for transit service is \$49.50.
- For FY 2021, STAR Transit has included a one-time rebate in the amount of \$13,736 for services that were reduced due to COVID in FY 20.

The City Council is asked to consider approval of the contract with STAR Transit in the amount of \$95,163.96 and authorize the City Manager to execute the agreement on behalf of the City of Rockwall. Funds are available in the Administration Operating Budget for this service.

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

STAR TRANSIT

AND

CITY OF ROCKWALL, TEXAS

This Interlocal Cooperative Agreement ("Agreement") is between STAR TRANSIT ("STAR Transit") and the CITY OF ROCKWALL, Texas ("CITY"), each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies. STAR Transit and the CITY may each be referred to as a "Party" to this Agreement and may be collectively referred to as "Parties" in this Agreement.

WITNESSETH

WHEREAS, STAR Transit is a Rural Transit District established pursuant to the authority of Chapter 458, Texas Transportation Code, as amended, with its headquarters in Terrell, Texas, and currently provides transit services within several area jurisdictions; and

WHEREAS, the CITY is a local government entity of the State of Texas; and

WHEREAS, the CITY has requested STAR Transit provide services and is authorized to execute this Agreement with STAR Transit for the purpose of providing for the operation and management of public transportation services for the benefit of the citizens of the CITY; and

WHEREAS, STAR Transit, its officers and supervisory employees are trained and experienced in the operation and management of public transportation and is authorized to execute this Agreement with the CITY for the purpose of providing services as specified herein; and

WHEREAS, the Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 791 of the Texas Government Code (the "Act"); and

WHEREAS, STAR Transit and the CITY are local governments as defined in §791.003 of the Act, and each are empowered by §791.011 of the Act to contract with each other to provide governmental functions and services including public and elderly transportation; and

WHEREAS, STAR Transit publishes an annual cost of service letter with its Fiscal Year operating cost schedule no later than June 1 each year and utilizes an hourly rate to adjust amounts payable by its local partners, including CITY, each year; and,

WHEREAS, the purpose of this Agreement is to provide a variety of public transit services to the benefit of residents and businesses in the CITY, the "Public Transit Services".

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

Incorporation of Recitals

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

ARTICLE II

Term

This Agreement shall be effective upon execution by both Parties with services already in progress due to previous arrangements between the Parties and the initial term shall begin on October 1, 2020 and end on September 30, 2021. If not otherwise terminated in accordance with the termination provisions of Article V of this Agreement, this Agreement extends for subsequent twelve (12) month periods starting on the first (1st) day of October each year.

ARTICLE III

Rights, Duties and Responsibilities of STAR Transit

- 3.1 <u>Board of Directors.</u> STAR Transit is designated to supervise the performance of this Agreement and to operate the Public Transit Service within the CITY's jurisdictions and subdivisions. Such operations shall be overseen solely by the STAR Transit Board of Directors. STAR Transit shall be responsible for the safe, efficient, and effective operation of all services provided.
- 3.2 <u>Management Scope.</u> STAR Transit agrees to manage, supervise and operate the Public Transit Services in an efficient and economical manner. STAR Transit shall operate all properties, equipment, facilities, routes, and services now or hereafter existing for the purposes of this Agreement. STAR Transit shall provide full and complete management services for the Public Transit Service and any specific duties and obligations set forth shall not be construed as limitations. STAR Transit shall perform the active direction of the Public Transit Services, including transportation, maintenance, schedule preparation, dispatching, communications, accounting, public relations, and safety. All such services may be provided at the principal office of STAR Transit in Terrell, Texas or at such other place, or places as STAR Transit shall determine.
- Administrative Functions. STAR Transit shall administer all properties, equipment, buses, vehicles, facilities, maintenance, gasoline, repairs, replacements, services, expenditures, and resources necessary for safe, efficient, and effective operations. STAR Transit shall employ, train, furnish, and supervise the personnel necessary for the operation of the Public Transit Services. STAR Transit shall oversee all aspects of employment including employee recruiting, selection, training, wages and benefits. STAR Transit shall perform all aspects of general administrative oversight including technical guidance, payroll, accounts payable, purchasing, contracting, finance and other administration necessary for the proper operation of the system.
- 3.4 <u>Transit Vehicle Operators.</u> Every vehicle providing Public Transit Service under this Agreement shall be operated by an operator duly licensed by the State of Texas to operate vehicles of the type and size being operated by such operator and such operator shall be appropriately dress in a uniform selected by STAR Transit.

- Routes, Schedules, Fares. The Public Transit Services shall be operated with routes and schedule established by STAR Transit with input from CITY. In no case shall the Public Transit Services operate on a Saturday, Sunday, regular annual holidays as designated by the STAR Transit Board of Directors, or days on which STAR Transit deem conditions are unsafe or otherwise inappropriate for service in accordance with Section 7.4. STAR Transit shall have authority to make modifications to any routes without the necessity of obtaining CITY approval. In no case shall the Public Transit Services require a service beginning prior to 5:00 AM or ending after 9:00 PM. Fares for riders shall be established by the STAR Transit Board of Directors and such fares shall be consistent throughout the STAR Transit system. The Parties agree that no fixed route service may be provided under the terms of this Agreement, that no funds from this Agreement will be utilized to support a fixed route service, and that STAR Transit will not request funds or in kind support from CITY if STAR Transit elects to operate a fixed route in the City of Rockwall under funding outside of this Agreement.
- 3.6 <u>Transit Vehicles.</u> STAR Transit shall use only such vehicles as are appropriate to provide the Public Transit Service. All vehicles shall be fully compliant with the Americans with Disabilities Act of 1990, U.S. Code §12101, et. seq., as amended and relevant regulations applicable thereto, licensed for passenger operations by the State of Texas and equipped with a two-way communication system. STAR Transit shall provide or cause to be provided all mechanical and other repairs, maintenance and upkeep necessary to maintain vehicles in good working order and in a clean, sanitary and safe condition.
- 3.7 Operating Cost Charge to CITY. STAR Transit shall charge for services and CITY agrees to compensate STAR Transit for services based on the following:
 - A. Service Days: Service up to five (5) days per week, Monday through Friday; set and calculated as two hundred fifty (250) service days each Fiscal Year. This number of Service Days shall be charged each Fiscal Year regardless of actual calendar service days or events as noted in Section 7.4. This number of charged Service Days may be adjusted only by Amendment to the Contract duly approved by CITY and the STAR Transit Board of Directors.
 - B. Daily Hours: A total of twenty-two (22) hours of in-service time including pre- and post-trip time on average each operating day. Average Daily Hours may be adjusted, in writing, by mutual agreement of the parties, no more often than once per every one hundred and twenty (120) calendar days.

- C. Hourly Cost: For the first STAR Transit Fiscal Year, average cost per hour shall be charged at forty-nine dollars and fifty cents (\$49.50). Each Fiscal Year thereafter, during the term of this Agreement, the average cost per hour shall be charged at the current STAR Transit Public Transit Hourly Rate. The STAR Transit Board of Directors shall publish an annual cost of service letter with its upcoming Fiscal Year operating cost schedule no later than the first (1st) day of June each year and utilize that hourly rate to adjust amounts payable by CITY.
- D. Annual Operating Cost. Each Fiscal Year, the annual operating cost shall be calculated by multiplying Service Days (Line A) by Daily Hours (Line B) and by Hourly Cost (Line C).
- E. Operating Off-Sets. STAR Transit expects a net sixty percent (60%) operating cost subsidy on the Public Transit Service from a combination of Federal, State, Regional, and Private Contract sources. So long as such subsidy is in place, it shall be used as an off-set to reduce the Annual Operating Cost charged to CITY. The Operating Off-Set may be adjusted only by Amendment to the Agreement duly approved by CITY and the STAR Transit Board of Directors. For FY21 STAR has included a one-time FY20 Service Reduction Rebate of \$13,736.
- F. Monthly Charge to CITY. The Monthly Charge to CITY shall be the Annual Operating Cost (Line E) multiplied by any Operating Off-Set (Line F) divided by twelve (12). For the first Fiscal Year, the Monthly Charge to CITY is set at seven thousand nine hundred and thirty dollars and thirty-three cents (\$7,930.33). Payment for all services shall be due fifteen (15) days in advance of service. STAR Transit shall invoice CITY for each service month no earlier than forty-five (45) days prior to each service month. For future Fiscal Years, starting with the cost for operations to be performed in October 2021, STAR Transit shall invoice, and CITY agrees to pay, based on the up-to-date monthly calculation as described herein.
- G. Subsequent Fiscal Years. In following STAR Transit Fiscal Years, the monthly charge to CITY shall be calculated by STAR Transit with the identical methodology utilizing any updated parameters. This calculation and the resulting monthly rate will be provided by STAR Transit in writing to CITY prior to the first (1st) day of June each year.
- H. Additional Services. Any month in which the CITY requests average daily hours for non-holiday weekdays exceeding the average daily hours established in Section 3.7 (B) shall be a month in which STAR Transit shall increase the monthly charge in the next available billing cycle by the total number of increased hours (or partial hours) of service multiplied by the current charter rate as established by the STAR Transit Board of Directors. Any other special services requested by CITY and scheduled by STAR Transit, which is not covered under the specific monthly service terms of this Agreement, or under subsequent duly approved

Amendments or modifications, shall be billed to CITY on the next available invoice by STAR Transit at the current charter rate as established by the STAR Transit Board of Directors.

- 3.8 <u>Capital Cost Charge to CITY.</u> The parties concur that the CITY will not participate in capital expenditures.
- 3.9 Marketing. STAR Transit will provide the CITY with service information for posting on the CITY Website and advertise the services on the STAR Transit homepage. As part of its regular outreach programs, STAR Transit will market the Public Transit Service in a variety of media and locations likely to attract potential riders. STAR Transit shall maintain rights to final approval of all marketing materials.
- 3.10 Reporting. STAR Transit will provide the CITY a monthly summary of ridership data within thirty (30) days after the last day of the preceding month, an annual summary of ridership after the end of the STAR Transit Fiscal Year, a copy of the adopted Annual Budget, and a copy of the approved annual audit.
- 3.11 <u>Contract Management.</u> STAR Transit will pursue and apply for grant funding opportunities which may be applicable to and beneficial to the Agreement. STAR Transit will be responsible for complying with the obligations and responsibilities under all grants and all accompanying certifications, assurances, and agreements made or given by the Federal Transit Administration, Texas Department of Transportation, or any other applicable entity. STAR Transit will be responsible for complying with all applicable laws, rules, regulations and guidelines associated with STAR Transit services. STAR Transit will provide any documents needed to support Federal, State, or Regional grant administration or other data or audit requirements to the appropriate entity in a timely manner. Grant funding shall be used to offset monthly charges to the CITY if applicable to service provided within the CITY.
- 3.12 <u>Permits.</u> STAR Transit shall secure or cause to be secured, at its cost and expense, all permits and other governmental authorizations, which may be required to fulfill this Agreement.

ARTICLE IV

Rights, Duties and Responsibilities of the CITY

- 4.1 Payment for Service. CITY shall pay all invoices provided by STAR Transit under this Agreement within thirty (30) days of receipt. Such payments shall constitute a current expense of the CITY and shall not in any way be considered or construed to be a debt of the CITY's in contravention of any constitutional, statutory, or charter provision. Any CITY paying for STAR Transit's services must make those payments with current revenues available and the CITY hereby affirms that funds to pay said payments to STAR Transit are available for the current Fiscal Year.
- 4.2 <u>Parking.</u> Permit STAR Transit to access, park, and store vehicles, as necessary, at a CITY or municipal facility in the CITY.
- 4.3 <u>Promotions.</u> The CITY shall promote services via CITY facilities, municipal resident water bill, CITY Social Media Outlets, News Releases, CITY Website and additional promotional opportunities that become available during the duration of the Agreement. The CITY shall facilitate, as needed and within CITY budget constraints, the efforts of STAR Transit to market the Public Transit Services. CITY shall make all CITY generated marketing materials available for review and approval by STAR Transit.

ARTICLE V

Termination

- Program Conclusion. During the initial term, but no later than June 30, 2021, either party may provide written notice of termination to be effective on September 30, 2021. During subsequent twelve (12) month terms, either party may provide written notice of termination no later than June 30 for the following Fiscal Year commencing on the first (1st) day of October.
- 5.2 <u>Mutual Agreement.</u> This Agreement may be terminated immediately at any time by a written agreement signed by both Parties setting forth the agreed termination date.

- 5.3 Termination due to Default. Termination due to Default must be preceded by (1) written notice stating specific provision violated in this Agreement, (2) a thirty (30) day period for cure and (3) a second notice of failure to cure and final termination. A Party shall be in default of this Agreement if such Party fails to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and/or any other agreement now or hereafter existing between the Parties and such failure continues for thirty (30) days after written notice by the non-defaulting Party to the defaulting Party (a "Default"). Upon the occurrence of a Default, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the defaulting Party and shall further have the right to exercise any and/or all other rights and/or remedies available to such Party at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas. In addition, CITY may terminate due to default if performance standards are not met or if CITY deems the operation of the service by STAR Transit is unreliable, unsafe or of poor quality.
- 5.4 <u>Termination by Operation or Breach of Law</u>. In the performance of this agreement, STAR Transit shall comply with all state, federal and local laws, regulations and standards. If the purpose or intent of this agreement is prevented or is contrary to any other law, including but not limited to section 458.012, Texas Transportation Code, this agreement shall be deemed null and void and of no force and effect. If the operation of the service by STAR Transit is in violation of any law or regulation that does not frustrate the purpose or intent of this agreement, or if repeated violations occur, the CITY may terminate the service immediately upon notice. Any pre-paid amounts for monthly service shall be immediately refunded to CITY.

ARTICLE VI

Responsible Party Provisions

- 6.1 <u>Legal Liability</u>. As a designated political subdivision, STAR Transit is a "governmental unit" as that term is defined in Chapter 101 of the Texas Civil Practice and Remedies Code. Therefore, the extent of STAR Transit's liability for actions arising out of the operation of a public transportation system shall be governed by Chapter 101 of the Texas Civil Practice and Remedies Code.
- 6.2 <u>Limitation of Liability.</u> To the extent authorized by the Constitution and laws of the State of Texas, the Parties agree that each Party shall be responsible for its own acts and omissions and the acts

and omissions of its agents, representatives and employees in the performance of this Agreement. It is expressly understood and agreed by the Parties that neither Party shall be held liable for the acts or omissions of the other Party's agents, representatives, or employees in the performance of this Agreement. Both parties shall hold harmless, indemnify and defend the other from and against any claims, damages, losses or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, injury or loss to any property, or economic loss, received or sustained by any person or persons, or property, directly or indirectly arising out of, or occasioned by the acts, omissions or conduct of the indemnifying party, without waiving the party's governmental, sovereign or other immunities or defenses available under Texas law and without waiving any defenses of the parties under Texas law.

- 6.3 <u>Insurance.</u> Each party shall maintain its own insurance in sufficient amounts to cover any occurrence or claim related to its responsibilities in delivering the Public Transit Services.
- Immunity. In the execution and performance of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be available to each Party as a local governmental entity and/or political subdivision of the State of Texas. Nothing in this Agreement shall be deemed or construed to created any right or interest in any person not a party to this Agreement, and there are no third-party beneficiaries hereof.
- 6.5 Survival. All provisions of this Article shall expressly survive the termination of this Agreement.

Article VII

Miscellaneous

- 7.1 <u>Captions.</u> The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.
- 7.2 <u>Compliance with Laws.</u> STAR Transit and its officers, agents and employees shall comply with all applicable federal, state and local health, safety, disability, environmental and other laws, ordinances, rules and regulations in the performance of the Public Transit Service.

- 7.3 Powers. STAR Transit has all the powers of CITY necessary to operate its services. By way of illustration, but not for limitation, STAR Transit has the power to contract, to acquire and own real and personal property, and to accept and expend funds from government, legal entities and individuals. STAR Transit does not have the power to tax, to obligate CITY, to assess CITY, or to adopt ordinances or laws.
- Force Majeure. STAR Transit shall not be liable to CITY for any failure, delay, interruption of service caused by acts of God, fire, snow, ice, flooding, tornado, utility outages, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, acts of terror, or any other cause beyond the reasonable control of STAR Transit and not attributable to any neglect or negligence on the part of STAR Transit. In the event of such occurrence, the time for performance of such services shall be suspended until such time that such inability to perform shall be removed. STAR Transit shall make all reasonable efforts to mitigate the effects of any such suspension or interruption of service and CITY shall not be entitled to any compensation for any such event.
- 7.5 Severability. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid, illegal, or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid provision had never been included in the Agreement.
- Notices. Any notice required or permitted to be given under the terms of this Agreement shall be in writing and shall be considered properly given if mailed by United States mail, certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the address set forth below, or by delivering same in person to the intended addressee by hand delivery or by a nationally recognized courier service such as Federal Express or United Parcel Service. Notices mailed by certified mail as set forth above shall be effective upon deposit in the United States mail. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall by as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other

Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

STAR Transit: STAR Transit;

Attn: Executive Director

P.O. Box 703

Terrell, TX 75160

CITY: City Manager; City of Rockwall

385 S. Goliad Street Rockwall, TX 75087

- 7.7 <u>Entire Agreement.</u> This Agreement, together with all attachments hereto, sets forth the entire Agreement between the Parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement.
- 7.8 <u>Modification</u>. This Agreement may only be revised, modified, or amended by a written document signed by STAR Transit and the CITY. Oral revisions, modification, or amendments are not permitted.
- Maiver. All waivers, to be effective, must be in writing and signed by the waiving party. No failure by either Party to insist upon the strict or timely performance of any covenant, duty, agreement, term, or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term, or condition. No delay or omission in the exercise of any right or remedy accruing to either Party upon a breach of this Agreement shall impair such right or remedy or be construed as a waiver of any such breach or a waiver of any breach theretofore or thereafter occurring.
- 7.10 Authority. Each Party represents and warrants to the other that this Agreement has been authorized by the governing body of such Party and that each such Party has the full power and authority to enter into and fulfill its obligations under this Agreement. Each person signing this Agreement represents that such person has the authority to sign this Agreement on behalf of the Party indicated.

- 7.11 <u>Assignment.</u> This Agreement shall not be assigned or transferred by either Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 7.12 <u>Independence.</u> The Parties are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the Parties and no Party shall have the authority to bind the other in any respect. Nothing in this Agreement prevents STAR Transit from pursue contracting opportunities to provide any services with other public and private entities within the CITY or outside the CITY.
- 7.13 <u>Effective Date.</u> This Agreement shall not be effective unless and until it is executed by both STAR Transit and the CITY. "Effective Date" as used herein shall mean the later of the two dates this Agreement is executed by STAR Transit and the CITY.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized agents, officers, and/or officials on the dates set forth below.

CITY OF ROCKWALL, TX	STAR TRANSIT	
By:	By:	
Name:	Name:	_
Title:	Title:	_
Date:	Date:	



MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Rick Crowley, City Manager

DATE: October 5, 2020

SUBJECT: Fire ILA

This is the standard Interlocal Agreement that the City annually enters into with Rockwall County. I or Chief Cullins will be available to answer any questions the Council may have at the meeting Monday evening.

INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

888

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

WITNESSETH:

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

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

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

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

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

- **Section 1.** That the recitals set forth above are true and correct and incorporated herein.
- **Section 2.** Definitions. The following words shall have the following meanings when used in this Agreement:
 - a) "Call" means each response by the City of Rockwall Fire Department to rescues, auto accidents, actual fire, false alarms, fires to be found extinguished on arrival of the City's fire unit or units, potential fire situations or emergencies.

- b) "Chief Administrative Officer" means the Mayor or City Manager of the City.
- c) "District" means the area within the boundaries of Rockwall County, Texas, for which the City of Rockwall Fire Department has permanent responsibility for first alarm response to fires in such district. This includes Public Protected Classification, outside protected areas, and Fire Districts defined by the Texas Department of Insurance.
- d) "Employed" means a fire fighter who is paid a salary by the City, or volunteer fire fighter.
- e) "Fire Chief" means the Fire Chief of the City or his duly authorized designees.
- f) "Fire Fighter" means a fire fighter of the City.
- g) "Requesting Party" means the entity requesting fire protection assistance from the City for fire services for residents of the County, but not living within any city's incorporated limit.
- **Section 3.** The parties hereto hereby agree that the City will provide fire equipment and services to points in the County which are outside the corporate limits of any city in the County, but inside the boundary limits known as First Alarm County District for the City. Areas outside such boundary shall be known as the Second Alarm County District for the City, and a closer fire department shall be notified for first response.
- **Section 4.** In consideration of such service, the County will pay to the City the sum of Sixty-Eight Thousand Two Hundred and Fifty (68,250.00) dollars for calls outside the corporate limits of any city in the County subject to annual funding approval by the Rockwall County Commissioner's Court during the regular budget process. Said payment shall be made on an annual basis upon written request from the City to the Rockwall County Auditor and will be payable within thirty (30) days after receipt of such, by the Auditor's Office.
- **Section 5.** County hereby gives and grants to the City full and complete authority to operate its fire fighting vehicles on and over public roads, highways, and other thoroughfares of the County and other public places.
- **Section 6.** City shall, at its own cost and expense, purchase and keep in force at all times insurance for the minimum amount of liability under the Texas Tort Claims Act. City agrees to provide copies of such policy or policies of insurance and/or other evidence satisfactory to the County Auditor of Rockwall County, Texas.
- **Section 7.** The Fire Chief shall be the sole judge of the amount and type of equipment and number of personnel dispatched to calls made pursuant to this Agreement. Said Fire Chief, or his designee, shall be in charge of the firefighting techniques used in response to any calls.

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

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

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

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

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

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

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

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

- **Section 13.** Each party to this Agreement expressly waives all claims against the other party for compensation arising from loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.
- **Section 14.** Third party claims against parties hereto shall be governed by the Texas Tort Claims Act or other appropriate statutes, charters and ordinances of the parties.
- **Section 15.** It is expressly understood and agreed that by executing this Agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise by available to it, against claims arising in the exercise of governmental powers and functions.
- **Section 16.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- **Section 17.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. Venue shall be in Rockwall County, Texas.
- **Section 18.** If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity or illegality shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not render the entire Agreement invalid.
- Section 19. This Agreement constitutes the entire Agreement and understanding between parties. Any modification, change or amendment to this Agreement shall be in writing and approved by both parties.
- **Section 20.** This Agreement shall become effective as of October 1, 2020 and shall continue through September 30, 2021.

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

COUNTY OF ROCKWALL, TEXAS
///
24 14
David Sweet
County Judge
CITY OF ROCKWALL, TEXAS
Richard R. Crowley, City Manager
Fire Chief



MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

FROM: Ryan Miller, Director of Planning and Zoning

DATE: October 5, 2020

SUBJECT: APPOINTMENT WITH JOHN BROWN OF RUDY'S AVIATION SERVICES

OF ROCKWALL

Attachments
Memorandum
Applicant's Letter
Certificate of Occupancy (CO) Application

Summary/Background Information

Appointment with John Brown of Rudy's to discuss and consider allowing a flight school and aircraft rental business proposed to operate at the Ralph Hall Municipal Airport, and take any action necessary.

Action Needed

No action is required; however, the City Council may choose to approve the applicant's request, which will allow the applicant to submit a Certificate of Occupancy (CO).

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

TO: Mayor and City Council

CC: Rick Crowley, City Manager

Mary Smith, Assistant City Manager Joey Boyd, Assistant City Manager

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

DATE: October 5, 2020

SUBJECT: Appointment with John Brown of Rudy's Aviation Services of Rockwall

On September 14, 2020, John Brown with Rudy's Aviation Services of Rockwall requested an appointment with the City Council for the purpose of proposing the operation of an aviation services and aircraft rental business at the Ralph Hall Municipal Airport. The proposed business would be run out of a hanger/office at 1657 Airport Road, which is located in the building that is currently under a land lease agreement with *Eagles Nest Hangers*. This is the building that is parallel to the western property line of the airport. As the City Council may recall, a similar request was approved in 2015 for Rockwall Flight Center, LLC [CO2015-0039]. Should the City Council have any questions staff will be available at the meeting on <u>September 21, 2020</u>.

9/14/20

Mr. Ryan Miller,

Please let this serve as a request to seek approval/authorization from City Council to conduct business at Rockwall Municipal Airport. According to 8.22.2 of the City Ordinances any permanent business must have approval from the City Council or its duly appointed agent.

This is the authorization we seek.

Thank you,

John Brown 214-380-2822 Rudy's Aviation Services of Rockwall



\$75.00 Payable to the City of Rockwall

Building Inspections Dept. Inspection Request Fire Department Health Inspector

(972) 771-7709 (972) 771-7760 (972) 771-7774 (214) 212-1202

Application for Certificate of Occupancy

Date: 8-/5-20 C.O. No:
This Application must be completed in full, signed and dated prior to being processed. Name of Business: Rudy's Aviation Services Telephone: 2/4-380-2822 Address of Business: 1457 Airport Road Business Owner Name: Independent Aircraft Telephone: 3/0-487-0879 Email: Napondent Ac Whol. Com Cell: 3/1-487-0879 Business Owner's Address: 2504Chenells. Sachse TX 175048 Street /PO Box City State Zip Property Owner Name: Telephone:
Property Owner's Address:
Street /PO Box City State Zip Proposed use: AviationServices Air Craft Renta (Total Square Footage: 200 (Restaurant, Retail, Office, Warehouse, Etc.) Previous use: Aviation Services Retail Area Square Footage: Retail Area Square Footage: Storage or Warehouse Square Footage: Kitchen Square Footage: Will your business have a trash dumpster? Any proposed manufacturing to be conducted? Yes No If yes, explain:
Are there adjoining businesses? Yes (No If yes, what type:
Is the building equipped with an automatic sprinkler system? Yes No Any storage of materials? Yes No If yes, what type: Will there be any outside storage or display? Yes No If yes, explain: # of employees: Projected opening date:
Restaurants: Will alcohol be served? Yes No If yes, you must provide us with a copy of your TABC license before a C.O. will be issued.
Circle all applicable: New Tenant in Existing Building Expanding Lease Space Same Business Name, New Owner Printed name: Abh Brown Date:

Signing this application does not authorize occupancy of the space and/or structure. It is unlawful to use, occupy, or permit the use or occupancy of a building until a C.O. is issued.



MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

FROM: Ryan Miller, Director of Planning and Zoning

DATE: October 5, 2020

SUBJECT: Z2020-037; SPECIFIC USE PERMIT FOR A RESTAURANT, LESS THAN

2,000 SF, WITH A DRIVE-THROUGH AT 150 PECAN VALLEY DRIVE

Attachments

Memorandum (Updated: 10.05.2020)

Property Owner Notification (Updated: 10.05.2020) P&Z Chairman's Report (Updated: 10.05.2020)

Concept Plan (Update: 10.05.2020)

Case Memo

Development Application

Location Map

HOA Notification Map

Neighborhood Notification Email

HOA Notification Map

Property Owner Notification Map

Property Owner Notification List

Public Notice

Property Owner Notifications

Applicant's Letter Concept Plan

Concept Renderings (1)

Concept Renderings (2)

Concept Renderings (3)

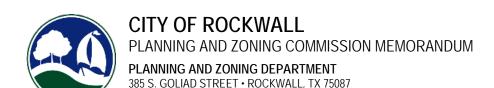
Draft Ordinance

Summary/Background Information

Hold a public hearing to discuss and consider a request by Casey Orr, PE of Wier & Associates, Inc. on behalf of Chad DuBose of JCDB Goliad Holdings, LLC for the approval of an ordinance for a *Specific Use Permit (SUP)* to allow a *Restaurant with Less Than 2,000 SF with Drive-Through/Drive-In* for the purpose of constructing a restaurant with drive-through on a 0.579-acre parcel of land identified as Tract 1 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 65 (PD-65) for General Retail (GR) District, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 150 Pecan Valley Drive, and take any action necessary (1st reading).

Action Needed

The City Council is being asked to [1] approve, [2] approve with condition, or [3] deny the Specific Use Permit (SUP). This case will require a super majority vote of those City Council members present (e.g. six [6] out of the seven [7] members).



TO: Mayor and City Council

FROM: Ryan Miller, Director of Planning and Zoning

DATE: October 5, 2020

SUBJECT: Z2020-037; Specific Use Permit for a Restaurant, Less Than 2,000 SF, with a Drive-Through

at 150 Pecan Valley Drive

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

On September 21, 2020, -- at the property owner's (Cary Albert of Albert Enterprises) request -- the City Council remanded Case No. Z2020-037 back to the Planning and Zoning Commission in accordance with Section 02.03(D), Submitting Additional Information, of Article 11, Development Applications and Review Procedures, of the Unified Development Code (UDC). As part of this request, the applicant provided a new concept plan showing a decrease in the building area from 1,450 SF to 1,250 SF. Based on this reduction in size, the applicant's new plan brought the proposed parking layout into conformance with the UDC; however, the concept plan still does not conform to the minimum [1] land use requirements, [2] driveway spacing requirements, or [3] the dumpster orientation requirements. On September 29, 2020, the Planning and Zoning Commission reviewed the remanded case and failed to approve a motion to recommend approval of the case by a vote of 2-5, with Commissioners Welch and Deckard being the only votes in the affirmative. This is essentially the same motion that was made by the Planning and Zoning Commission on September 15, 2020 (i.e. a motion to deny, which passed by a vote of 4-2, with Commissioners Welch and Deckard dissenting and Commissioner Conway absent). Since this case is being recommended for denial, it will require a super-majority vote or six (6) out of the seven (7) members of the City Council for approval.

Staff is obligated to note that the applicant was not present at the meeting on September 29, 2020, and contacted staff on September 30, 2020 to state that they were unaware that the case was going before the Planning and Zoning Commission. In addition, Mr. Albert stated that they were under the impression that the case was withdrawn by the City Council. Based on this claim staff has reviewed the City Council meeting on September 21, 2020, and should note that the following was stated in the meeting: [1] staff and the City Council stated multiple times that the case was being remanded back to the Planning and Zoning Commission at the request of the applicant (and as was stated in the applicant's email), [2] the City Council requested that staff outline what the process was for a case being remanded back to the Planning and Zoning Commission, [3] staff specifically stated that the case would be heard before the Planning and Zoning Commission on September 29, 2020, and [4] the City Council specifically made and approved a motion to remand the case back to the Planning and Zoning Commission. Staff should also note that the applicant was in attendance for this meeting and was in the audience when all of this information was conveyed by the City Council and staff. In addition, staff was not contact by the applicant after the City Council meeting on September 21, 2020 until after the Planning and Zoning Commission meeting on September 30, 2020.

Finally, staff should mention that one (1) additional email in opposition was received and has been included in the attached packet for the City Council's review. This brings the total property owner notifications received to 14 in opposition and one (1) in favor. In lieu of being present at the meeting the Planning and Zoning Commission Chairman has also provided the attached email outlining the motion made by the Planning and Zoning Commission. Should the City Council have any questions concerning this case, staff will be available at the *October 5*, 2020 City Council meeting.

Miller, Ryan

From: Healthy Mix LLC Rockwall <healthymix@sbcglobal.net>

Sent: Tuesday, September 29, 2020 8:48 AM

To: Miller, Ryan Subject: Smoothie King

Good morning Ryan ---

This is Mark Cole, owner of Smoothie King 507 in Rockwall

I wanted to express my concern with the possibility of another Smoothie King opening up four miles from our store in Rockwall.

When I first approached SK about opening in our city, they suggested that it would fail if we didn't have 50,000 people within a five mile radius. At that time, we have about 22,000 people 17 years ago. I persuaded them to relent and got our store opened. It took 6 years of marketing and determination to finally become profitable. We have been a positive and valuable member of this community with the many donations and fundraiser support we do each year.

SK contract always had a protected territory of a five mile radius for each store location. They just changed that when signing a new five yr aggrement to 3 miles. If this store is allowed to open in Rockwall, I fear for us both -- we are not Chic Fil A ... there is only a certain percentage of people that enjoy smoothies. I don't believe the location or population at this time in north Rockwall warrants a new store, and I wouldn't want to try to be successful in this location. It would be detrimental to us both.

I understand the value of opening retail in this amazing city, but if it's over saturated with same business models, many will fail and strip centers will look stripped.

Thank you for reading this and your time -- Mark

Smoothie King #507 718 East I/H 30 Rockwall, TX 972-722-5840 Mark Cole

This email was scanned by Bitdefender

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Miller, Ryan

From: Eric Chodun

Sent: Wednesday, September 30, 2020 9:10 AM

To: Miller, Ryan

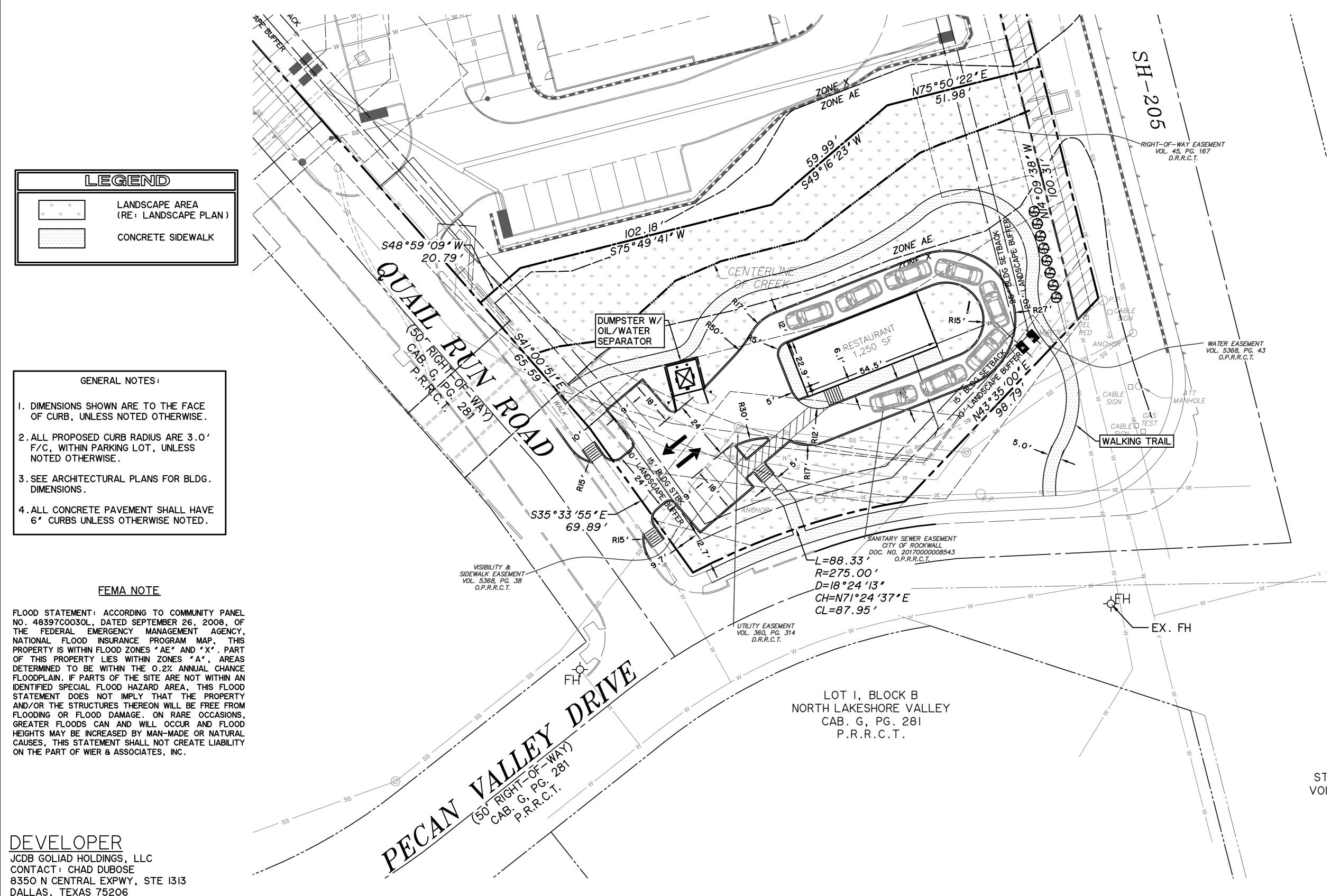
Subject: Re: Meeting Packet: September 29, 2020

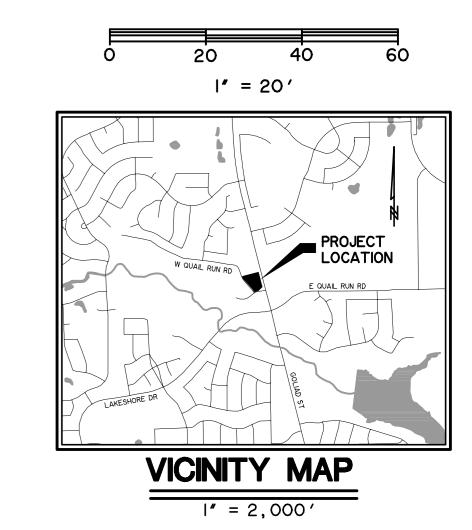
Good morning Ryan,

Please inform City Council at their Monday meeting that for Case No. Z2020-037 the vote was 5 - 2 against approval. Motion was made to approve by Vice Chairman Welch and seconded by Commissioner Deckard. The primary issues for the votes against remain consistent with prior discussions (i.e., parking, didn't really change anything from prior submittal, how many actual transactions take place at this business, objections by the homeowners).

Let me know if you have any questions.

Eric





SITE DATA CHART ZONING PD-65 W/ N. SH-205 OVERLAY EXISTING USE VACANT / UNDEVELOPED LIMITED SERVICE RESTAURANT PROPOSED USE W/ DRIVE-THRU (REQUIRES SUP) LOT AREA (ARTIFICIAL) 0.579± AC (25,233 SF) BUILDING AREA 1,250 SF (MAX) BUILDING HEIGHT 11'-0" **BUILDING SETBACKS** HIGHWAY 205: 25' PECAN VALLEY DR: 15' QUAIL RUN RD: 15' INTERNAL: 10' BUILDING/LOT COVERAGE 5.0% LANDSCAPE AREA 15,920 SF LANDSCAPE COVERAGE 63.l% PARKING CALCULATION 1/250 SF = 1,250/250 = 5REQUIRED PARKING PROVIDED PARKING

SUP SITE PLAN **RESTAURANT** 150 PECAN VALLEY DR ROCKWALL, TEXAS

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE S. KING SURVEY, ABSTRACT No. 131, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING PART OF THAT TRACT OF LAND DESCRIBED IN A DEED FROM ARKOMA REALTY, LTD., TO ARKOMA DEVELOPMENT, L.L.C., AS RECORDED IN VOLUME 4411, PAGE 290 OF THE REAL PROPERTY RECORDS OF ROCKWALL COUNTY, TEXAS

September 21, 2020

CONCEPTUAL PLANS FOR PROJECT REVIEW.

NOT FOR CONSTRUCTION, BIDDING OR PERMIT

PURPOSES.

Prepared By/Or Under

Direct Supervision Of

Casey B. Orr, PE

Texas Registration

No. 121642

On Date Shown Below.

PREPARED BY:

WIER & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS

2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700

Texas Firm Registration No. F-2776 www.WierAssociates.com

DATE 4 8421/2020 W.A. No. 19022 CASE No.: Z2020-037

DALLAS, TEXAS 75206 PHONE: (214) 891-3215 CHAD@FOREMARK.COM

ENGINEER WIER & ASSOCIATES CONTACT: CASEY ORR, P.E. 121 S. MAIN ST HENDERSON, TX 75654 PHONE: (903) 722-9030 CASEYO@WIERASSOCIATES.COM



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

TO: Mayor and City Council DATE: September 21, 2020

APPLICANT: Casey Orr, PE; Wier & Associates, Inc.

CASE NUMBER: Z2020-037; Specific Use Permit for a Restaurant, Less Than 2,000 SF, with a Drive-Through

at 150 Pecan Valley Drive

SUMMARY

Hold a public hearing to discuss and consider a request by Casey Orr, PE of Wier & Associates, Inc. on behalf of Chad DuBose of JCDB Goliad Holdings, LLC for the approval of a <u>Specific Use Permit (SUP)</u> for a <u>Restaurant with Less Than 2,000 SF with Drive-Through/Drive-In</u> on a 0.579-acre parcel of land identified as Tract 1 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 65 (PD-65) for General Retail (GR) District, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 150 Pecan Valley Drive, and take any action necessary.

BACKGROUND

The subject property -- which is a portion of a larger 2.356-acre tract of land -- was annexed into the City of Rockwall on February 3, 1961 by Ordinance No. 61-02. At the time of annexation, the subject property was zoned Agricultural (AG) District. The property would remain zoned Agricultural (AG) District until January 3, 2006 when the City Council approved Planned Development District 65 (PD-65) [Ordinance No. 06-02; Case No. Z2004-037]. This Planned Development District designated the subject property for General Retail (GR) District land uses. Since the establishment of Planned Development District 65 (PD-65), the Planned Development District has been amended three (3) times (i.e. Ordinance No.'s 08-02, 10-28, & 17-03); however, the designation of the subject property has remained for General Retail (GR) District land uses.

On July 9, 2019, the 2.356-acre tract of land -- of which the 0.579-acre subject property is a part of -- was approved for a site plan [Case No. SP2019-023] for an ~11,000 SF strip retail building. This portion of the tract of land is currently under construction, and physically separated from the subject property by flood plain that traverses the tract of land from N. Goliad Street to Pecan Valley Drive/Quail Run Road. Submitted concurrently with the site plan request for the 2.356-acre tract of land, was a Specific Use Permit (SUP) application for a Restaurant, Less Than 2,000 SF, with Drive-Through or Drive-In on the subject property [Case No. Z2019-014]; however, this request was ultimately withdrawn by the applicant on August 6, 2019. In addition, a final plat [Case No. P2020-034] was submitted for the entire 2.356-acre tract of land (i.e. including the subject property) and is currently being run concurrently with this case.

On June 19, 2020, the applicant had previously submitted same request as to what is being proposed currently (*i.e.* for a Specific Use Permit [SUP] for a Restaurant, Less Than 2,000 SF, with Drive-Through or Drive-In) under Case No. Z2020-026. This request was presented to the Planning and Zoning Commission on July 14, 2020, and was unanimously recommended for denial by a vote of 6-0, with Commissioner Moeller absent. Based on this, the applicant requested that the City Council withdraw the case. This withdraw request was approved by the City Council on July 20, 2020 by a vote of 7-0. After this action, the applicant resubmitted an application for the same request (*i.e.* for a Specific Use Permit [SUP] for a restaurant, less than 2,000 SF, with drive-through or drive-in). The only new materials provided with the reapplication were renderings of the building, an indication that the restaurant would be a Smoothie King, and a concept plan showing the inclusion of a walking trail.

PURPOSE

The applicant -- Casey Orr, PE of Wier & Associates, Inc. -- is requesting the approval of a Specific Use Permit (SUP) for a Restaurant Less Than 2,000 SF with a Drive-Through/Drive-In for the purpose of developing a restaurant (i.e. Smoothie King) on the subject property.

ADJACENT LAND USES AND ACCESS

The subject property is addressed as 150 Pecan Valley Drive. The land uses adjacent to the subject property are as follows:

North:

Directly north of the subject property is a ~11,000 SF strip retail building on the same tract of land as the subject property. This building is currently under construction and is zoned Planned Development District 65 (PD-65) for General Retail (GR) District land uses. Beyond this is a daycare facility (*i.e. Children's Lighthouse Daycare*) situated on a 3.543-acre parcel of land (*i.e. Lot 1, Block A, Children's Lighthouse Addition*), which is zoned Planned Development District 65 (PD-65) for General Retail (GR) District land uses and Agricultural (AG) District. The Agricultural (AG) District portion of this property has a Specific Use Permit (SUP) for a daycare facility (*i.e. S-140; Ordinance No. 15-22*).

South:

Directly south of the subject property is Pecan Valley Drive, which is designated as a *Minor Collector* on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a retail store and pharmacy (*i.e. Walgreens Pharmacy*) situated on a 1.9894-acre parcel of land (*i.e. Lot 1, Block B, North Lakeshore Valley*), which is zoned Planned Development District 65 (PD-65) for General Retail (GR) District land uses. Beyond this is N. Lakeshore Drive, which is designated as a M4D (*i.e. major collector, four [4] lane, divided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan.

East:

Directly east of the subject property is N. Goliad Street [SH-205], which is designated as a P6D (*i.e.* principal arterial, six [6] lane, divided roadway) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a retail store and pharmacy (*i.e.* CVS Pharmacy) situated on a 2.519-acre parcel of land (*i.e.* Lot 1R, Block B, Quail Run Retail), which is zoned Planned Development District 5 (PD-5) for General Retail (GR) District land uses. Also, east of the subject property is a 62.484-acre tract of land (*i.e.* Tract 3 of the S. King Survey, Abstract No. 131) that is zoned Planned Development District 70 (PD-70) for General Retail (GR) District land uses.

West:

Directly west of the subject property is Quail Run Road, which is identified as a R2 (*i.e.* residential, two [2] lane, undivided roadway) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is an 11.723-acre tract of vacant land (*i.e.* Tract 5 of the S. King Survey, Abstract No. 131) that is owned by the City of Rockwall and zoned Planned Development District 65 (PD-65) for Single-Family 10 (SF-10) District and General Retail (GR) District land uses.

CHARACTERISTICS OF THE REQUEST

The applicant has submitted an application, concept plan, and building elevations depicting the layout of a 1,415 SF limited service restaurant with a drive-through on the subject property. Based on the concept plan the building will be oriented toward S. Goliad Street, but will have only one (1) point of ingress/egress that will be on Quail Run Road. The drive-through lane will wrap around the building, and will not incorporate a *bailout* lane. The *food delivery/payment window* will be oriented north toward the floodplain and adjacent strip retail building, and the *restaurant ordering board* (*i.e. the point of order*) will be oriented facing directly onto N. Goliad Street approximately 37-feet from the right-of-way. In addition, the concept plan depicts eight (8) vehicles being able to be cued in the drive-through lane (*i.e. five* [5] vehicles between the food delivery/payment window and the restaurant ordering board and three [3] vehicles behind the vehicle at the restaurant ordering board) with headlight screening being included along N. Goliad Street. The concept plan also shows the provision of five (5) parking spaces and the location of trash dumpster enclosure.

CONFORMANCE WITH THE CITY'S CODES

According to the *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the Unified Development Code (UDC), the *Restaurant Less Than 2,000 SF with a Drive-Through or Drive-In* land use requires a Specific Use Permit (SUP) in a General Retail (GR) District. In addition, Article 04, *Permissible Use Charts*, of the Unified Development Code (UDC) also requires the following land use conditions as part of the establishment of this land use:

- (1) Drive-through lanes shall not have access to a local residential street.
- (2) Additional landscape screening shall be installed adjacent to drive-through lanes to impair the visibility and impact of headlights from motor vehicles in the drive-through lane on adjacent properties, rights-of-way, parks and open space.
- (3) Unless otherwise approved by the Planning and Zoning Commission, stacking lands for drive-through service window (*i.e.* the food delivery/payment window) shall accommodate a minimum of six (6) standard sized motor vehicles per lane.

In this case, the submitted site plan does show conformance to the minimum stacking requirements and provides shrubs along N. Goliad Street to help impair the visibility of headlights; however, the proposed concept plan shows the business making use of Quail Run Road, which is identified as a R2 (*i.e. residential, two [2] lane, undivided roadway*) or a residential street on the Master Thoroughfare Plan. In considering this non-conformity, it is important for staff to point out that the strip retail center currently being built north of the subject property already has a drive approach off of Quail Run Road, and that commercial traffic will be utilizing this portion of the roadway regardless of if this Specific Use Permit (SUP) is approved. It should also point out that additional landscaping -- above and beyond what is depicted on the concept plan -- will need to be provided to sufficiently screen the headlights of vehicles in the drive-through lane. Staff should also note that due to existing easements on the site, it may be difficult for the applicant to provide the required landscaping necessary to screen the headlights shining on to N. Goliad Street. If this proves to be the case, a three (3) foot masonry wall can be incorporated adjacent to the drive-through lane to achieve the same screening. This can be determined on the *Landscape Plan* submittal with the *Site Plan*, and an operation condition addressing this issue has been added to the attached draft ordinance.

In addition to not meeting the land uses standards, another issue with the proposed drive approach on Quail Run Road is its distance to the intersection of Pecan Valley Drive and Quail Run Road. According to the Engineering Department's *Standards of Design and Construction*, the minimum driveway spacing from an intersection of a R2 (*i.e. residential, two [2] lane, undivided roadway*) and a *Collector* is 100-feet. In this case, the driveway spacing is 37-feet from the intersection of Quail Run Road and Pecan Valley Road and the southernmost point of the proposed drive approach.

According to the City's parking requirements contained in Article 06, *Parking and Loading*, of the Unified Development Code (UDC), a *limited service restaurant* carries a parking requirement of one (1) parking space per 250 SF of building area. In this case, this would translate to a minimum of six (6) parking space (*i.e.* 1,415 SF/250 SF = 5.66 or 6 parking spaces). The proposed concept plan currently only depicts five (5) parking spaces. In addition, Subsection 01.05(B), *Trash/Recycling Enclosures*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC), states "...enclosures shall be located to the side or rear of the primary buildings, and shall not front on to a public right-of-way." In this case, the proposed trash enclosure fronts onto Pecan Valley Drive and would need a variance to this requirement.

Finally, staff should point out that as part of this amended request the applicant -- unsolicited by staff -- has incorporated a trail system that was not on the original, resubmitted concept plan. Since this was provided by the applicant it will be a requirement of the Specific Use Permit (SUP) ordinance; however, a portion of this trail system shows to be running into the 100-year floodplain. In order to do this, the applicant will need to perform a Flood/Waters of the United States Study and provide an updated tree mitigation plan for the site. This has been added as a condition of approval in the *Recommendation* section of this case memo.

With the exception of these items the concept plan appears to meet the design requirements for the General Retail (GR) District and Planned Development District 65 (PD-65). The submitted building renderings will be subject to both the requirements of the N. SH-205 Overlay (N. SH-205 OV) District and review by the Architectural Review Board (ARB) at the time of site plan. Based on this, these elevations are not being proposed to be tied down as part of this case.

STAFF ANALYSIS

Due to the site constraints of this particular property, it would be difficult for the applicant to meet the compensatory requirements -- which are stipulated by the Unified Development Code (UDC) -- needed to off-set the variances depicted on the applicant's concept plan. As a result, the following waivers/variances need to be considered as part of this Specific Use Permit (SUP) request:

- (1) A variance to the locational requirements for a trash enclosure.
- (2) A variance to the parking requirements to reduce the parking from the required six (6) parking spaces to five (5) parking spaces.

- (3) A waiver to the driveway spacing requirements to allow a drive approach to be 37-feet away from the intersection of a collector and a residential roadway.
- (4) A waiver to allow a *Restaurant Less Than 2,000 SF with a Drive-Through/Drive-In* to only have access on to a residential roadway.

As previously stated, the strip retail center to the north -- which is located on the same tract of land as the subject property -- also has a drive approach on to Quail Run Road; however, this development also has an approach on to SH-205, which the subject property is not capable of. This means that all traffic generated on the subject property will have to make use of Quail Run Road.

It may also be material for staff to note that when the applicants originally met with staff about the strip retail center, staff informed the applicants that due to the site constraints (*i.e. flood plain, easements, buildable area, frontage on three* [3] roadways, etc.) it would be difficult for a building to be constructed on this portion of the property. Staff also explained that it was unsafe to allow a drive approach off of N. Goliad Street, Pecan Valley Drive, and/or Quail Run Road. At that time, the applicants were proposing a plan that showed a bridge connecting the subject property to the remainder of the tract (*i.e. where the strip retail center is being constructed*). Since this time, the applicant has attempted three (3) submittals on this property, all of which have been for limited service restaurants. Two (2) of these applications were withdrawn, with one (1) being withdrawn after the work session with the Planning and Zoning Commission and one (1) being withdrawn after the Planning and Zoning Commission's recommendation of denial. With all of this being said, any request for a Specific Use Permit (SUP) is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission.

NOTIFICATIONS

On August 15, 2020, staff mailed 35 notices to property owners and occupants within 500-feet of the subject property. Staff also sent a notice to the Shore on Lake Ray Hubbard, Random Oaks/Shores, Stone Creek, Quail Run Valley, and Lakeview Summit Homeowners Associations (HOAs), which are the only HOA's or Neighborhood Organizations within 1,500-feet of the subject property participating in the Neighborhood Notification Program. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). At the time this report was drafted, staff had received 13 responses (*i.e. eight (8) emails and five (5) property owner notifications*) opposed to the applicant's request and one (1) property owner notification in favor of the applicants request.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the applicant's request for a Specific Use Permit (SUP) for a *Restaurant, Less Than* 2,000 SF, with a *Drive-Through/Drive-In* for the purpose of constructing a restaurant (i.e. Smoothie King), then staff would propose the following conditions of approval:

- (1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the SUP ordinance and which are detailed as follows:
 - (a) The development of the *Subject Property* shall generally conform to the *Concept Plan* as depicted in *Exhibit 'B'* of the draft ordinance.
 - (b) Additional landscaping, a berm, and/or a masonry wall may be required by staff at the time of site plan along Pecan Valley Drive and N. Goliad Street to provide headlight screening for vehicles traveling along N. Goliad Street from vehicles in the drive-through and cueing lanes of the proposed restaurant.
- (2) The approval of this Specific Use Permit (SUP) will waive the conditional land use standard stipulated by Subsection 02.02(F)(10)(a) of Article 04, *Permissible Uses*, of the Unified Development Code (UDC), stating that "(d)rive-through lanes shall not have access to a local residential street."
- (3) The approval of this Specific Use Permit (SUP) will waive the driveway spacing requirements for a drive approach on a residential street as stipulated in the Engineering Department's *Standards of Design and Construction Manual*.

- (4) The approval of this Specific Use Permit (SUP) will constitute a variance to the minimum parking requirements for a *limited* service restaurant as stipulated by Section 06.05, Off-Street Loading Requirements, of Article 06, Parking and Loading, of the Unified Development Code (UDC) to allow five (5) parking spaces in lieu of the six (6) required parking spaces.
- (5) The approval of this Specific Use Permit (SUP) will constitute a variance to the dumpster enclosure orientation requirements stipulated by Subsection 01.05(B), *Trash/Recycling Enclosures*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) to allow the dumpster enclosure to be oriented toward a public right-of-way.
- (6) A Floodplain/Waters of the United States Study and updated tree mitigation plan will need to be submitted prior to establishing the trail in the floodplain.
- (7) Any construction resulting from the approval of this zoning change 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 September 15, 2020, the Planning and Zoning Commission approved a motion to recommend denial of the Specific Use Permit (SUP) by a vote of 4-2, with Commissioners Deckard and Welch dissenting and Commissioner Conway absent. According to Subsection 02.03(G), *Protest of a Zoning Change*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC), "(i)f such change [zoning change or Specific Use Permit (SUP)] is recommended for denial by the Planning and Zoning Commission, such zoning change or Specific Use Permit (SUP) shall require a supermajority vote (i.e. three-fourths vote of those members present), with a minimum of four (4) votes in the affirmative required for approval."



DEVELOPMENT APPLICATION

City of Rockwall Planning and Zoning Department 385 S. Goliad Street Rockwall, Texas 75087

STAF	F US	E O	NLY

PLANNING & ZONING CASE NO.

NOTE: THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING:

CITY ENGINEER:

Please check the appropriat	box below to indicate the	type of development regi	uest [SELECT ONLY ONE BOX]
-----------------------------	---------------------------	--------------------------	----------------------------

Platting Application Fees: [] Master Plat (\$100.00 + \$15.00 Acre) 1 [] Preliminary Plat (\$200.00 + \$15.00 Acre) 1 [] Final Plat (\$300.00 + \$20.00 Acre) 1 [] Replat (\$300.00 + \$20.00 Acre) 1 [] Amending or Minor Plat (\$150.00) [] Plat Reinstatement Request (\$100.00) Site Plan Application Fees: [] Site Plan (\$250.00 + \$20.00 Acre) 1 [] Amended Site Plan/Elevations/Landscaping Plan (\$100.00)		Zoning Application Fees: [] Zoning Change (\$200.00 + \$15.00 Acre) ¹ [X] Specific Use Permit (\$200.00 + \$15.00 Acre) ¹ [] PD Development Plans (\$200.00 + \$15.00 Acre) ¹ Other Application Fees: [] Tree Removal (\$75.00) [] Variance Request (\$100.00) Notes: ¹ : In determining the fee, please use the exact acreage when multiplying by the per acre amount. For requests on less than one acre, round up to one (1) acre.		
PROPERTY INFO	DRMATION [PLEASE PRINT]			
Address	150 Pecan Valley Dr			
Subdivision	A0131, S. King Survey, Tract 1; Pecan Valley Retail Lot 1 Block A			
General Location	NWC Goliad St & Pecan Valley Dr			
ZONING, SITE P	LAN AND PLATTING INFORMATION [PLEAS	E PRINT]		
Current Zoning	PD-65 w. N. SH-205 Overlay	Current Use	Undeveloped/Vacant	
Proposed Zoning	PD-65 w. N. SH-205 Overlay	Proposed Use	Restaurant w/ Drive-Thru	
Acreage	2.246 Lots [Current]	1	Lots [Proposed] 1	
[] SITE PLANS AND process, and fail	D PLATS: By checking this box you acknowledge that due to ure to address any of staff's comments by the date provided or	the passage of <u>HB31</u> n the Development Co	67 the City no longer has flexibility with regard to its approva alendar will result in the denial of your case.	
OWNER/APPLIC	CANT/AGENT INFORMATION [PLEASE PRINT/C	HECK THE PRIMARY	CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]	
[] Owner	JCDB Goliad Holdings, LLC	[] Applicant	Wier & Associates, Inc.	
Contact Person	Chad DuBose	Contact Person	Casey Orr, P.E.	
Address	8350 N. Central Expressway	Address	121 S. Main St	
	Suite 1313			
City, State & Zip	Dallas, TX 75206	City, State & Zip	Henderson, TX 75654	
Phone	214-701-8455	Phone	903-722-9030	
E-Mail	chad@foremark.com	E-Mail	caseyo@wierassociates.com	
Before me, the undersi	CATION [REQUIRED] gned authority, on this day personally appeared	y Albert	[Owner] the undersigned, who stated the information or	

"I hereby certify that I am the owner for the purpose of this application; all information submitted herein is true and correct; and the application fee of \$ 233.69, to cover the cost of this application, has been paid to the City of Rockwall on this the 14th day of ____ August ____, 20 <u>20</u> . By signing this application, I agree that the City of Rockwall (i.e. "City") is authorized and permitted to provide information contained within this application to the public. The City is also authorized and permitted to reproduce any copyrighted information submitted in conjunction with this application, if such reproduction is associated or in response to a request for public information."

Given under my hand and seal of office on this the 14M

Owner's Signature

Notary Public in and for the State of Texas







City of Rockwall

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.

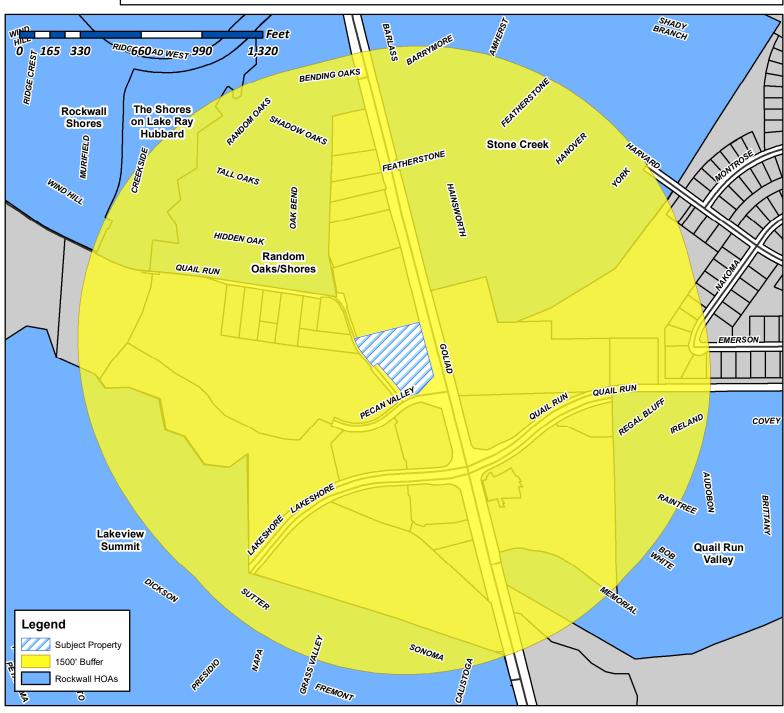




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Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75087 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.





Case Number: Z2020-037

Case Name: SUP for 150 Pecan Valley Drive

Case Type: Zoning

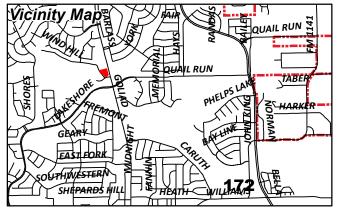
Zoning: Planned Development District 65

(PD-65)

Case Address: 150 Pecan Valley Drive

Date Created: 8/14/2020

For Questions on this Case Call (972) 771-7745



From: <u>Gamez, Angelica</u>

 Cc:
 Miller, Ryan; Gonzales, David; Lee, Henry

 Subject:
 Neighborhood Notification Program

 Date:
 Tuesday, August 18, 2020 4:59:49 PM

Attachments: HOA Map Z2020-037.pdf

Public Notice (08.18.2020).pdf

HOA/Neighborhood Association Representative:

Per your participation in the <u>Neighborhood Notification Program</u>, you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on <u>Friday</u>, <u>August 21, 2020</u>. The Planning and Zoning Commission will hold a public hearing on <u>Tuesday</u>, <u>September 15, 2020 at 6:00 PM</u>, and the City Council will hold a public hearing on <u>Monday</u>, <u>September 21, 2020 at 6:00 PM</u>. Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

All interested parties are encouraged to submit public comments via email to Planning@rockwall.com at least 30 minutes in advance of the meeting. Please include your name, address, and the case number your comments are referring to. These comments will be read into the record during each of the public hearings. Additional information on all current development cases can be found on the City's website:

https://sites.google.com/site/rockwallplanning/development/development-cases.

Z2020-037 SUP for Restaurant at 150 Pecan Valley Drive

Hold a public hearing to discuss and consider a request by Casey Orr, PE of Wier & Associates, Inc. on behalf of Chad DuBose of JCDB Goliad Holdings, LLC for the approval of a Specific Use Permit (SUP) for Restaurant with Less Than 2,000 SF with Drive-Through/Drive-In on a 0.579-acre parcel of land identified as Tract 1 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 65 (PD-65) for General Retail (GR) District, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 150 Pecan Valley Drive, and take any action necessary.

Thank you,

Angelica Gamez

Planning & Zoning Coordinator City of Rockwall 972.771.7745 Office 972.772.6438 Direct http://www.rockwall.com/planning/



City of Rockwall

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75087 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.





Case Number: Z2020-037

Case Name: SUP for 150 Pecan Valley Drive

Case Type: Zoning

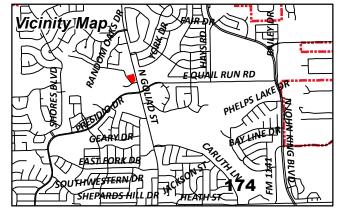
Zoning: Planned Development District 65

(PD-65)

Case Address: 150 Pecan Valley Drive

Date Created: 8/14/2020

For Questions on this Case Call (972) 771-7745





City of Rockwall

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75087 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.





Case Number: Z2020-037

Case Name: SUP for 150 Pecan Valley Drive

Case Type: Zoning

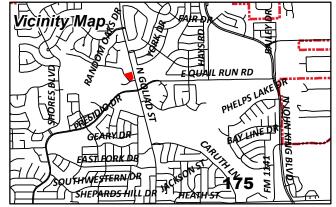
Zoning: Planned Development District 65

(PD-65)

Case Address: 150 Pecan Valley Drive

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For Questions on this Case Call (972) 771-7745



ROCKWALL STONE CREEK ESTATES HOMEOWNERS ASSOCIATION INC C/O NEIGHBORHOOD MANAGEMENT INC 1024 S GREENVILLE AVE SUITE 230 ALLEN, TX 75002 ROCKWALL STONE CREEK ESTATES HOMEOWNERS ASSOCIATION INC C/O NEIGHBORHOOD MANAGEMENT INC 1024 S GREENVILLE AVE SUITE 230 ALLEN, TX 75002

M REA PROPERTIES 2 LLC 1234 TRALEE LN GARLAND, TX 75044

PACESETTER HOMES LLC 14400 THE LAKES BLVD BUILDING C SUITE 200 AUSTIN, TX 78660 CHAPMAN BOBBY E II AND AMY L CHAMPMAN 1821 HAINSWORTH DRIVE ROCKWALL, TX 75087 MOORE MICHAEL RAY JR & STEPHANIE 1823 HAINSWORTH DRIVE ROCKWALL, TX 75087

MORGAN RAYMOND L JR AND STEPHANIE L 1825 HAINSWORTH DR ROCKWALL, TX 75087 ESCOBEDO OMAR & MARIA C 1827 HAINSWORTH DRIVE ROCKWALL, TX 75087 SLOAN CHRISTOPHER A & MISTI D 1830 OAK BEND DRIVE ROCKWALL, TX 75087

CURRENT RESIDENT 2004 N GOLIAD ROCKWALL, TX 75087 CURRENT RESIDENT 2007 N GOLIAD ROCKWALL, TX 75087 ARKOMA DEVELOPMENT LLC 203 E INTERSTATE 30 ROCKWALL, TX 75087

DEAN LANTY W & MARY F 216 W QUAIL RUN RD ROCKWALL, TX 75087 DEAN LANTY W & MARY F 216 W QUAIL RUN RD ROCKWALL, TX 75087 DEAN LANTY W & MARY F 216 W QUAIL RUN RD ROCKWALL, TX 75087

HYDE TRENT D & DEBRA A 218 W QUAIL RUN RD ROCKWALL, TX 75087 HUNTER MICHAEL B & VICKIE D 220 W QUAIL RUN RD ROCKWALL, TX 75087 HUNTER MICHAEL B & VICKIE D 220 W QUAIL RUN RD ROCKWALL, TX 75087

CURRENT RESIDENT 2265 NORTH LAKESHORE ROCKWALL, TX 75087

CURRENT RESIDENT 3009 N GOLIAD ROCKWALL, TX 75087 CURRENT RESIDENT 3009 N GOLIAD ROCKWALL, TX 75087

CLARK TROY & JANICE 3025 N GOLIAD ST ROCKWALL, TX 75087 COLE HC ROCKWALL TX LLC
C/O ROCKWALL REGIONAL HOSPITAL LLC; ATTN
LEGAL DEPT.
3150 HORIZON RD
ROCKWALL, TX 75032

CH RETAIL FUN II/DALLAS LAKESHORE LP 3819 MAPLE AVENUE DALLAS, TX 75219

CITY OF ROCKWALL 385 S GOLIAD ST ROCKWALL, TX 75087 JAVKER REALTY CORP 42 BOND ST NEW YORK, NY 10012 ARRIAGA HENRY 505 HIDDEN OAK LN ROCKWALL, TX 75087

JASMAN JAMES BLAKE 511 HIDDEN OAK LN ROCKWALL, TX 75087 MURRAY NANCY J 519 HIDDEN OAK LN ROCKWALL, TX 75087 REBAC OF ROCKWALL LLC 6000 UNIVERSITY AVE STE 350 WEST DES MOINES, IA 50266 GOLIAD REAL ESTATE LLC 7700 EASTERN AVENUE SUITE 705 DALLAS, TX 75209 REY LUIS SR AND JUDY L 806 YORK DR ROCKWALL, TX 75087 ODEYEMI ADETUNJI 808 YORK DR ROCKWALL, TX 75087

CURRENT RESIDENT 825 GOLIAD ROCKWALL, TX 75087 MOORE WORTH INVESTMENTS LLC 8445 FREEPORT PKWY SUITE 175 IRVING, TX 75063 Property Owner and/or Resident of the City of Rockwall:

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

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

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Sincerely,

Ryan Miller, AICP

Director of Planning & Zoning

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PLEASE RETURN THE BELOW FORM
Case No. Z2020-037: SUP for Restaurant at 150 Pecan Valley 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.
Name:
Address:

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

USE THIS OR COD TO GO DIRECTLY

TO THE WEBSITE

Gamez, Angelica

From:

Al Estrada <alrestrada@gmail.com>

Sent:

Wednesday, August 19, 2020 6:02 PM

To:

Planning

Subject:

Z20-20 037

Ladies and Gentlemen,

After careful consideration, it is my recommendation for this plan not to move forward with this proposal in this location.

The current traffic jams already produced by the current corner occupants on Goliad and Lakeview, in addition to the increase in traffic accidents will only become worse.

Respectfully submitted,

Al Estrada 748 Monterey Drive ROCKWALL TX 75087 713 829 0701

Lakeview Summit

This email was scanned by Bitdefender

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gamez, Angelica

From:

Thomas Campion <thomas.campion@outlook.com>

Sent:

Wednesday, August 19, 2020 11:49 AM

To:

Planning

Subject:

Z2020-037 SUP for Restaurant at 150 Pecan Valley Drive

To whom it may concern,

Do we have to knock down all the trees just to get another random fast food joint? It seems like plenty of space exists next to and behind McDonalds. If trees have to be cleared I would prefer a healthier establishment take their place such as a sprouts for example.

Thomas R. Campion Resident Stone Creek Estates 108 Chatfield Drive Rockwall, TX 75087

From: Homeowner Association < Email Alert@calibersoftware.email>

Sent: Wednesday, August 19, 2020 11:19 AM

To: thomas.campion@outlook.com

Subject: Neighborhood Notification Program Notice

Dear Residents-

Please see below for a notice from the City of Rockwall regarding a zoning case near Stone Creek Estates HOA.

"Per your participation in the <u>Neighborhood Notification Program</u>, you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on <u>Friday, August 21, 2020</u>. The Planning and Zoning Commission will hold a public hearing on <u>Tuesday, September 15, 2020 at 6:00 PM</u>, and the City Council will hold a public hearing on <u>Monday, September 21, 2020 at 6:00 PM</u>. Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

All interested parties are encouraged to submit public comments via email to Planning@rockwall.com at least 30 minutes in advance of the meeting. Please include your name, address, and the case number your comments are referring to. These comments will be read into the record during each of the public hearings. Additional information on all current development cases can be found on the City's website:

https://sites.google.com/site/rockwallplanning/development/development-cases.

Z2020-037 SUP for Restaurant at 150 Pecan Valley Drive

Hold a public hearing to discuss and consider a request by Casey Orr, PE of Wier & Associates, Inc. on behalf of Chad DuBose of JCDB Goliad Holdings, LLC for the approval of a <u>Specific Use Permit (SUP)</u> for <u>Restaurant with Less Than 2,000 SF with Drive-Through/Drive-In</u> on a 0.579-acre parcel of land identified as Tract 1 of the S. King

Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 65 (PD-65) for General Retail (GR) District, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 150 Pecan Valley Drive, and take any action necessary.

Thank you,

Planning & Zoning City of Rockwall 972.771.7745 Office http://www.rockwall.com/planning/

Brittany Maxwell

Community Association Manager Neighborhood Management, Inc. 1024 S. Greenville Ave, Suite 230 | Allen, TX 75002 Direct 972-359-1548 X 230

Website Click & Share Your Experience

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AAMC®- Accredited Association Management Company®

This email was scanned by Bitdefender

From: Debe Hyde
To: Planning

Subject: Case No. Z2020-037: SUP for Restaurant at 150 Pecan Valley Drive

Date: Saturday, August 22, 2020 9:17:54 PM

Good day to you!

My name is Trent Hyde and I live at 218 West Quail Run Road, Rockwall. With regard to Case No. Z2020-037: SUP for Restaurant at 150 Pecan Valley Drive - I am OPPOSED to the request for the reasons listed below:

I have lived in Rockwall for over 20 years and in that time have watched Planning & Zoning just approve to fill up every little space of the once quiet area of Quail Run / Lakeshore Drive. This is destroying the integrity and the small town feel of Rockwall to add yet another restaurant to Rockwall.

Have you ever tried to turn left from Pecan Valley Drive onto Highway 205 at any time of the day? It's close to impossible and extremely dangerous. I ask you to try it, especially during high traffic hours.

Please, we are pleading, do not approve any establishment to be built on this corner. You will just be adding one more problem to the chaos. Thank you for your consideration!

Trent Hyde

214-924-9061

This email was scanned by Bitdefender

From: Ed Mahoney
To: Planning

Subject: Z2020-037 Smoothie King

Date: Thursday, August 20, 2020 10:35:03 AM

Isn't the intersection bad enough already? We do NOT need another fast food restaurant, even after 205 is widened.

Please deny this request.

Kaaren Mahoney 2601 Nova Park Ct Rockwall (The Shores)

Sent from my iPad

This email was scanned by Bitdefender

 From:
 J Chastain

 To:
 Planning

 Subject:
 Z2020-037

Date: Sunday, August 23, 2020 7:11:27 AM

If like to express my concern with putting another drive through at the corner of lakeshore and 205. Morning traffic consistently backs up at this intersection all the way to the shores entrance. Bringing more people to this intersection will cause a lot of problems. Especially those who come North and have to pass through the line of cars as they try to turn left into this drive through. Not only is it an eye sore that they took down a beautiful Grove of trees but all of this cheap big chain fast food really downgrades rockwalls old charm. The original zoning was there for a reason. Rockwall was a well built city that preserved itself in it's correct areas. Please don't let that be degraded by some money hungry developers looking to make a quick dollar on any 20 square feet they can get there hands on.

This email was scanned by Bitdefender

Gamez, Angelica

From:

Ed Mahoney <saildrambuie@sbcglobal.net>

Sent:

Thursday, August 20, 2020 10:35 AM

To:

Planning

Subject:

Z2020-037 Smoothie King

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Ryan Miller

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Sincerely,

Ryan Miller, AICP

Director of Planning & Zoning

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Case No. Z2020-037: SUP for Restaurant at 150 Pecan Valley Drive
Please place a check mark on the appropriate line below:
☐ I am in favor of the request for the reasons listed below.
Image opposed to the request for the reasons listed below.
Please do not remove the little left of what was once a beautiful area.
This intersection is schooly over loaded with tribles - Donot add more
This intersection is streedy over loaded with triffer Donot add more Leave what is left for the children and family who uses it to walk Let those wanting to make, another million & some where else - Leave the ale
Let those whiling to make another million 9 some where else - Leave the alo
Name: Lanty w. Dean
Address: 216 W. Qualker Rd.
Tex. Loc. Gov. Code, Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in

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

USE THIS QR CODE

TO THE WEBSITE

Gamez, Angelica

From:

Marshall Brown < marshbrown@gmail.com>

Sent:

Wednesday, August 19, 2020 3:30 PM

To:

Planning

Subject:

Case Z2020-037

Greetings,

I'm writing this email in protest of Planning Case Z2020-037. I disagree with a drive through establishment in this area. Not only did a nice grove of trees get torn down for development, but a Smoothie King is not what is needed. If we want to keep that Rockwall small town feel, we should be promoting more restaurants where people can hang out. Bring some of the downtown feel to the Lakeshore/205 area instead.

There's a good walking path nearby. Maybe we could model the area to cater to more pedestrian traffic to alleviate the traffic congestion that's already there?

Cordially,

Marshall Brown 673 Hanover Dr, Rockwall, TX 75087

This email was scanned by Bitdefender

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I am	opposed to the request for the reasons listed below.	
	p	

Every brailful tree will have to be removed.
It will be Langerous for us onthe children in the neighborhood become of the troffic. We will never be able to get onto Dolish St. Name: 20 25 I Don't De able to get onto Dolish St.
neighborhood becouse of the troffice.
we will never be able to get onto thelist st.
Name: Mary J. Dean
Address: 216 w Owel Runkel

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| I am in favor of the request for the reasons listed below.

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Marth	
Name: Moora Julyestments 16	
Name: Moora Investments LLC Address: 4995 FreePort Dkny Snital 75, Irvan	1x 2002
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CITY OF ROCKWALL ◆ PLANNING AND ZONING DEPARTMENT ◆ 385 S. GOLIAD STREET ◆ ROCKWALL, TEXAS 75087 ◆ P: (972) 771-7745 ◆ E: PLANNING@ROCKWALL.COM

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am in favor of the request for the reasons listed below.

am opposed to the request for the reasons listed below.

This would impose a hazardous Traffic Situation for pedestrians and Residents on Quail Run, Pecan Valley, as wellings Traffic on 205 Name: Vickie Hunter

Address: 220 W. Quail Run Rd., Roctuall

Tex. Loc. Gov. Code, Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

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

From: Wendy Lee-Graham

To: Planning

Subject: Re: case Z2020-037

Date: Wednesday, August 26, 2020 5:00:48 PM

Hello,

I am emailing today to request you deny the planning application for a Smoothie King at this location. The last thing we need is another drive-thru establishment (or nail salon/dentist/childcare...) in this area.

Kind regards, Wendy Lee-Graham 1645 Plummer Drive Rockwall, TX 75087

This email was scanned by Bitdefender



August 14, 2020

City of Rockwall Planning & Zoning Dept. 385 S. Goliad St Rockwall, Texas 75087 PRINCIPALS
JOHN P. WIER, P.E., R.P.L.S.
ULYS LANE III, P.E., R.P.L.S., DFM
CARLO SILVESTRI, P.E.
GREGG MADSEN, R.P.L.S.

SENIOR ASSOCIATES PHILIP L. GRAHAM. R.E. JAKE H. FEARS, P.E., LEED AP BD+C RANDALL S. EARDLEY, R.E.

ASSOCIATES
TOBY W. RODGERS
CASEY D. YORK
PRIYA N. ACHARYA, P.E.
TIM V. WALLAGE, P.E.

RE: LETTER OF EXPLANATION – SPECIFIC USE PERMIT NW CORNER OF GOLIAD & PECAN VALLEY W&A# 19022

Dear Planning and Zoning Staff:

JCDB Goliad Holdings, LLC intends to develop a portion of a 2.174-acre parcel of land, zoned as PD-65 within the N. SH-205 Overlay District, and situated in the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas. Said property is generally located at the northwest corner of Goliad St and Pecan Valley Dr and is addressed as 150 Pecan Valley Dr.

This Letter of Explanation is accompanying a submittal for a Specific Use Permit request for the approval to construct a 1,400±-sf restaurant with drive-through on the southern portion of the tract. This development requires a Specific Use Permit due to being a restaurant, less than 2,000-sf, with drive-through or drive-in facilities. The developable area south of the existing creek is bound by several site constraints, which include easements, right-of-way dedication, and floodplain. A site plan exhibit, prototypical floor plan and renderings, and typical traffic counts are included with this submittal for reference.

We request that the review of the Specific Use Permit application for the property noted above be recommended for approval by staff. Please contact the developer, Chad DuBose with JCDB Goliad Holdings, LLC, by phone at 214-701-8455 or via email at chad@foremark.com or the developer's engineer, Casey Orr, P.E. with Wier & Associates, Inc., by phone at 903-722-9030 or via email at caseyo@wierassociates.com with any questions or comments.

Respectfully,

Casey Orr, P.E. Project Manager

2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006-7440 (817) 467-7700

FAX (817) 467-7713

www.WierAssociates.com

121 S. MAIN ST.
HENDERSON, TEXAS 75654-3559
(903) 722-9030
TOLL FREE FAX (844) 325-0445



September 1, 2020

City of Rockwall Planning & Development Services 385 S. Goliad Street Rockwall, TX 75087 Attn: Angelica Gamez PRINCIPALS
JOHN P. WIER, P.E., R.P.L.S.
ULYS LANE III, P.E., R.P.L.S., CFM
CARLO SILVESTRI, P.E.
GREGG MADSEN, R.P.L.S.

SENIOR ASSOCIATES PHILIP L. GRAHAM, P.E. JAKE H. FEARS, P.E., LEED AP BD+C RANDALL S. EARDLEY, P.E.

ASSOCIATES
TOBY W. RODGERS
CASEY D. YORK
PRIYA ACHARYA, P.E.

RE: WA # 19022 - 150 PECAN VALLEY DR, ROCKWALL, TX 75087 (Z2020-037)

Dear City of Rockwall,

On behalf of the applicant, please find below a listing of requested waivers of the City of Rockwall Unified Development Code:

Land Use Conditional Standards: applicant is requesting a drive-thru for a restaurant, which is less than 2,000 sf. The proposed drive-thru will accommodate at least the required minimum 6 stacking spaces.

Driveway Spacing: applicant is requesting a waiver from the required driveway spacing. The site is bound by several constraints, including floodplain to the north, utility easements to the south and east, and 3 public roadways. The proposed driveway location is the most feasible.

Dumpster Location: applicant is requesting a waiver to allow the trash enclosure to front Pecan Valley. The enclosure will be screened with landscaping, a masonry wall, and a gate.

A copy of the SUP site plan and supporting documents are included for reference. Should you have any questions or require additional information, please do not hesitate to contact us.

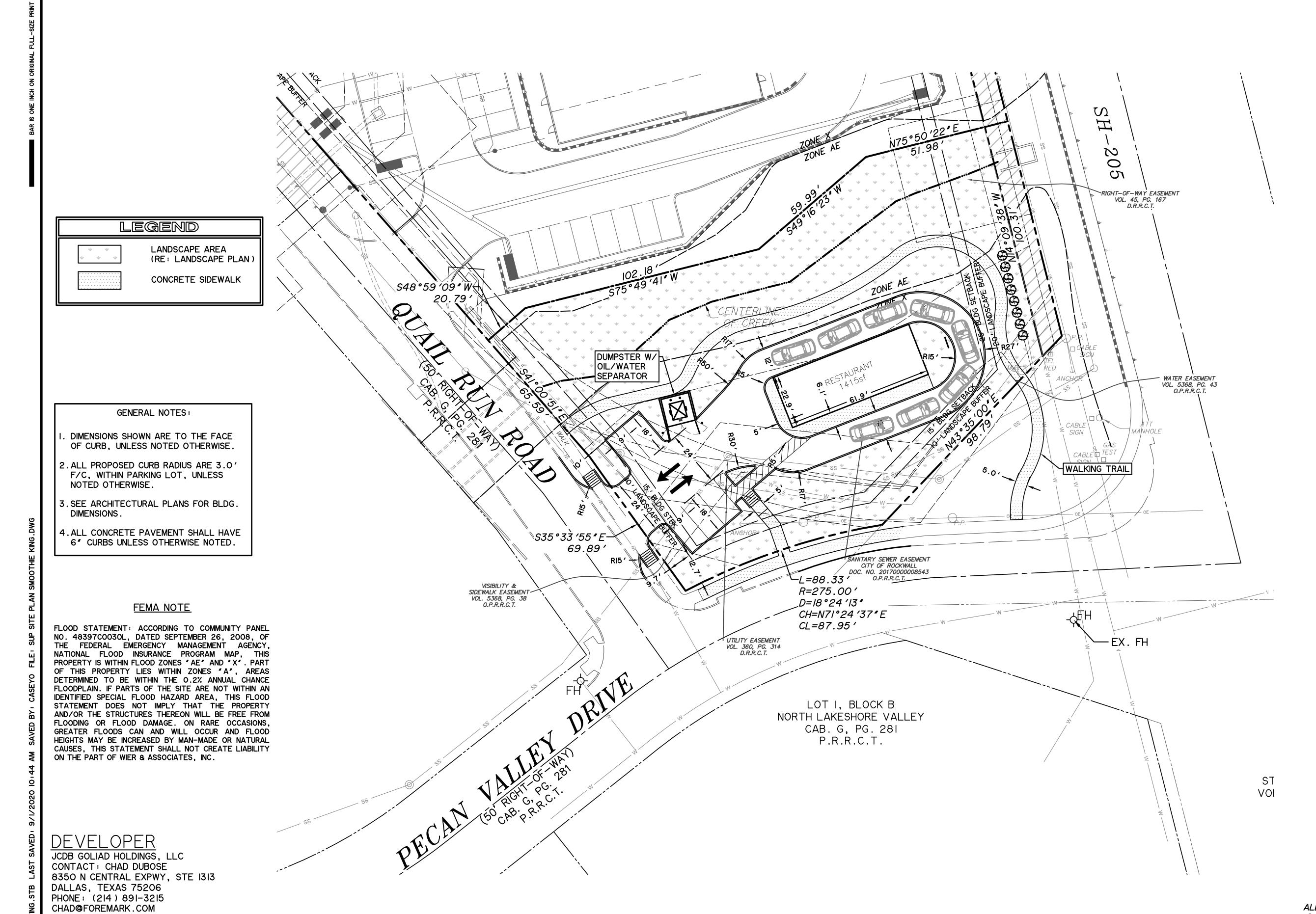
Respectfully,

Casey Orr, P.E.

2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006-7440 (817) 467-7700 FAX (817) 467-7713

www.WierAssociates.com

121 S. MAIN ST.
HENDERSON, TEXAS 75654-3559
(903) 722-9030
TOLL FREE FAX (844) 325-0445



ENGINEER

WIER & ASSOCIATES

HENDERSON, TX 75654

PHONE: (903) 722-9030

CASEYO@WIERASSOCIATES.COM

121 S. MAIN ST

CONTACT: CASEY ORR, P.E.

I" = 20' PROJECT LOCATION VICINITY MAP

I'' = 2,000'

SITE DATA CHART ZONING PD-65 W/ N. SH-205 OVERLAY EXISTING USE VACANT / UNDEVELOPED LIMITED SERVICE RESTAURANT PROPOSED USE 0.579± AC (25,233 SF) LOT AREA (ARTIFICIAL) BUILDING AREA 1,415 SF (REQUIRES SUP APPROVAL) 11'-0" **BUILDING HEIGHT** BUILDING SETBACKS HIGHWAY 205: 25' PECAN VALLEY DR: 15' QUAIL RUN RD: 15' INTERNAL: 10' BUILDING/LOT COVERAGE 5.6% 16,679 SF LANDSCAPE AREA LANDSCAPE COVERAGE 66.1% NUMBER OF SEATS 1/250 SF = 1415/250 = 6 REQUIRED PARKING PROVIDED PARKING

SUP SITE PLAN **RESTAURANT** 150 PECAN VALLEY DR ROCKWALL, TEXAS

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE S. KING SURVEY, ABSTRACT No. 131, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING PART OF THAT TRACT OF LAND DESCRIBED IN A DEED FROM ARKOMA REALTY, LTD., TO ARKOMA DEVELOPMENT, L.L.C., AS RECORDED IN VOLUME 4411, PAGE 290 OF THE REAL PROPERTY RECORDS OF ROCKWALL COUNTY, TEXAS

September 1, 2020



2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700 Texas Firm Registration No. F-2776 www.WierAssociates.com

DATE: 9/1/2020 CASE No.: Z2020-037 W.A. No. 19022

CONCEPTUAL PLANS FOR PROJECT REVIEW. NOT FOR CONSTRUCTION, **BIDDING OR PERMIT** PURPOSES. Prepared By/Or Under Direct Supervision Of Casey B. Orr, PE Texas Registration No. 121642

On Date Shown Below.

195







CITY OF ROCKWALL

ORDINANCE NO. 20-XX

SPECIFIC USE PERMIT NO. S-2XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 65 (PD-65) [ORDINANCE NO. 17-03] AND THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A RESTAURANT, LESS THAN 2,000 SF, WITH A DRIVE-THROUGH OR DRIVE-IN ON A 0.579-ACRE PARCEL OF LAND, IDENTIFIED AS TRACT 1 OF THE S. KING SURVEY, ABSTRACT NO. 131, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE: PROVIDING FOR SPECIAL CONDITIONS: PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE: PROVIDING FOR A SEVERABILITY CLAUSE: PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Casey Orr, PE of Wier & Associates, Inc. for the approval of a Specific Use Permit (SUP) for a Restaurant, Less Than 2,000 SF, with a Drive-Through or Drive-In for the purpose of constructing a restaurant on a 0.579-acre parcel of land described as Tract 1 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 65 (PD-65) [Ordinance No. 17-03] for General Retail (GR) District land uses, addressed as 105 Pecan Valley Drive, and being more specifically described and depicted in Exhibit 'A' of this ordinance, which herein after shall be referred to as the Subject Property and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code (UDC) [Ordinance No. 20-02] and Planned Development District 65 (PD-65) [Ordinance No. 17-03] of the City of Rockwall should be amended as follows:

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

SECTION 1. That Planned Development District 65 (PD-65) [*Ordinance No. 17-03*] and the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for a Restaurant, Less Than 2,000 SF, with a Drive-Through or Drive-In in accordance with Article 04, Permissible Uses, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] on the Subject Property; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Planned Development District 65 (PD-65) [Ordinance No. 17-03]; and, Subsection 04.01, General Commercial Districts Standards, and Subsection 04.04, General Retail (GR) District, of Article 05, District Development Standards, of the Unified Development Code (UDC) [Ordinance No. 20-02] -- as heretofore amended and may be amended in the future -- and the following conditions:

2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *Restaurant*, *Less Than 2,000 SF*, *with a Drive-Through or Drive-In* on the *Subject Property* and conformance to these conditions is required for continued operation:

- 1) The development of the *Subject Property* shall generally conform to the *Concept Plan* as depicted in *Exhibit 'B'* of this ordinance.
- 2) Additional landscaping, a berm, and/or a masonry wall may be required by staff at the time of site plan along *Pecan Valley Drive* and *N. Goliad Street* to provide headlight screening for vehicles traveling along *N. Goliad Street* from vehicles in the drive-through and cueing lanes of the proposed restaurant.

2.2 COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)* of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require the *Subject Property* to comply with the following:

- 1) Upon obtaining a *Certificate of Occupancy (CO)*, should the business owner operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].
- **SECTION 3.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.
- **SECTION 4.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.
- **SECTION 5.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS* (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.
- **SECTION 6.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 7. That this ordinance shall take effect immediately from and after its passage.

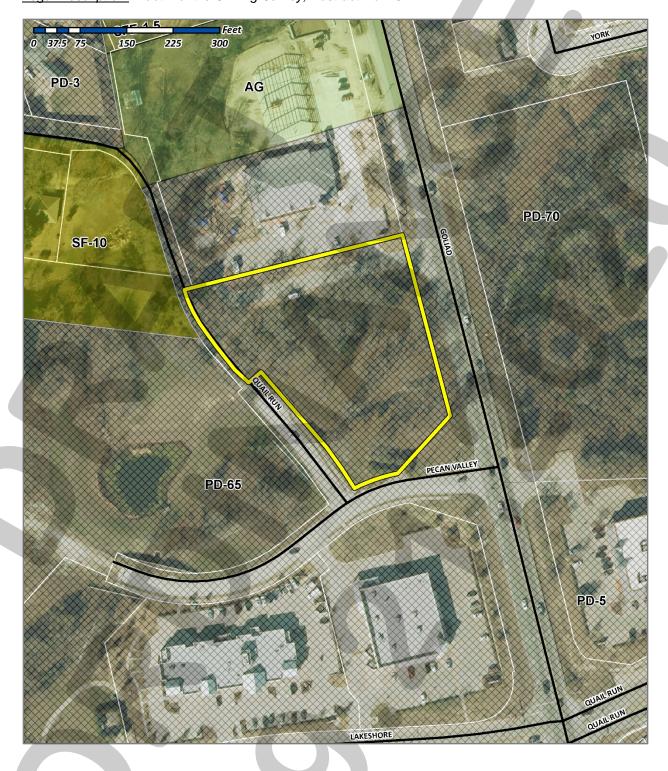
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 5^{TH} DAY OF OCTOBER, 2020.

	Jim Pruitt, <i>Mayor</i>
ATTEST:	
Kristy Cole, City Secretary	
APPROVED AS TO FORM:	
Frank J. Garza, City Attorney	

1st Reading: <u>September 21, 2020</u>

2nd Reading: October 5, 2020

<u>Address:</u> 105 Pecan Valley Drive <u>Legal Description:</u> Tract 1 of the S. King Survey, Abstract No. 131



BEING A TRACT OF LAND LOCATED IN THE SAMUEL KING SURVEY, ABSTRACT NO. 131, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO JCDB GOLIAD HOLDINGS, LLC, RECORDED IN INSTRUMENT NUMBER 2019000009184, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS (O.P.R.R.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH CAP STAMPED "STOVALL", BEING THE SOUTH CORNER OF SAID JCDB GOLIAD TRACT AND BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF PECAN VALLEY DRIVE (A 50' RIGHT-OF-WAY) WITH THE EAST RIGHT-OF-WAY LINE OF QUAIL RUN ROAD (A 50' RIGHT-OF-WAY);

ALONG THE WEST LINE OF SAID JCDB GOLIAD TRACT AND THE EAST RIGHT-OF-WAY LINE OF SAID QUAIL RUN ROAD AS FOLLOWS:

- (1) N 35°33'55" W, 69.89 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "STOVALL":
- (2) N 41°00'51" W, 69.59 FEET TO A POINT, FROM WHICH A 5/8" IRON ROD FOUND BEARS N 41°00'51" W, 95.11 FEET, SAID IRON ROD BEING THE NORTHEAST CORNER OF A RIGHT-OF-WAY DEDICATION FOR QUAIL RUN ROAD AS SHOWN ON THE PLAT RECORDED IN CABINET G, PAGE 281, PLAT RECORDS, ROCKWALL COUNTY, TEXAS (P.R.R.C.T.);

THENCE N 48°59'09" E, DEPARTING THE WEST LINE OF SAID JCDB GOLIAD TRACT AND THE EAST RIGHT-OF-WAY LINE OF SAID QUAIL RUN ROAD, 20.79 FEET TO A POINT;

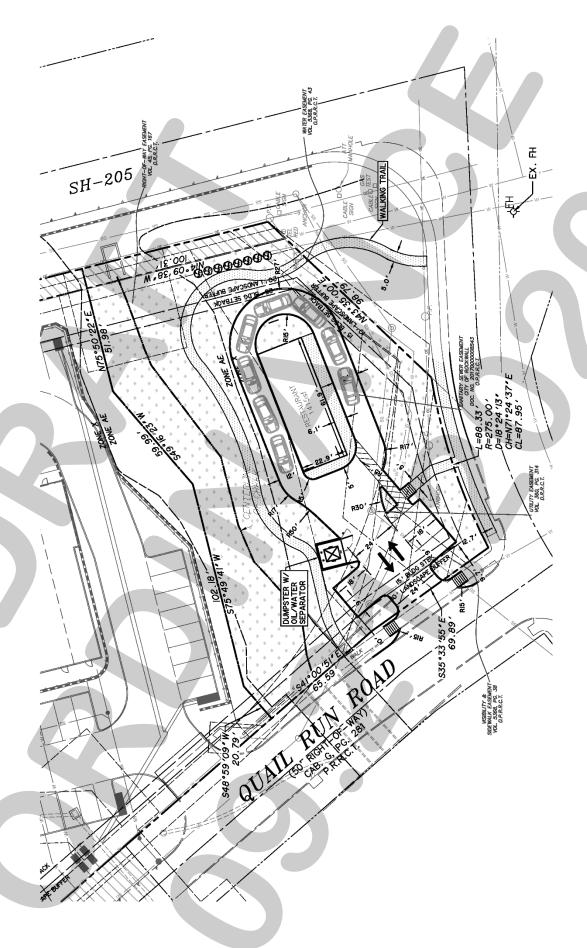
THENCE N 75°49'41" E, 102.18 FEET TO A POINT; THENCE N 49°16'23" E, 59.99 FEET TO A POINT;

THENCE 75°50'22" E, 51.98 FEET TO A POINT;

THENCE S 14°09'38" E, 100.31 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF NORTH GOLIAD STREET (STATE HIGHWAY NO. 205) (A VARIABLE WIDTH RIGHT-OF- WAY), FROM WHICH A CONCRETE MONUMENT FOUND BEARS N 43°35'00" E, 11.82 FEET;

THENCE S 43°35'00" W, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID NORTH GOLIAD STREET, 110.62 FEET TO A POINT, BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SAID NORTH GOLIAD STREET WITH THE NORTH RIGHT-OF- WAY LINE OF SAID PECAN VALLEY DRIVE AND THE BEGINNING OF A CURVE TO THE LEFT;

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 88.33 FEET ALONG THE NORTH RIGHT-0F-WAY LINE OF SAID PECAN VALLEY DRIVE AND SAID CURVE TO THE LEFT, HAVING A RADIUS OF 275.00 FEET, A DELTA ANGLE OF 18°24'13", AND A CHORD BEARING S 71°24'37" W, 87.95 FEET TO THE PLACE OF BEGINNING, AND CONTAINING0.579 ACRES (25,233 SQUARE FEET) OF LAND, MORE OR LESS.



CITY OF ROCKWALL

ORDINANCE NO. 20-45

SPECIFIC USE PERMIT NO. <u>S-236</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, **AMENDING PLANNED DEVELOPMENT** DISTRICT 75 (PD-75) [ORDINANCE NO. 16-01] AND THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.33-ACRE TRACT OF LAND, IDENTIFIED AS LOTS 1286 & 1287, ROCKWALL LAKE ESTATES #2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS: AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS: PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Ruben Segovia for the approval of a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* to allow the construction of a single-family home on a 0.33-acre tract of land identified as Lots 1286 & 1287, Block A, 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 257 & 269 Russell Drive, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code (UDC) [Ordinance No. 20-02] and Planned Development District 75 (PD-75) [Ordinance No. 16-01] of the City of Rockwall should be amended as follows:

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

SECTION 1. That the Unified Development Code (UDC) [Ordinance No. 20-02] and Planned Development District 75 (PD-75) [Ordinance No. 16-01] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for Residential Infill in an Established Subdivision to allow the construction of a single-family home in an established subdivision in accordance with Article 04, Permissible Uses, the Unified Development Code (UDC) [Ordinance No. 20-02] on the Subject Property; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in

Subsection 03.01, General Residential District Standards, and Subsection 03.07, Single-Family 7 (SF-7) District, of Article 05, District Development Standards, of the Unified Development Code (UDC) [Ordinance No. 20-02] and to the requirements set forth in Planned Development District 75 (PD-75) [Ordinance No. 16-01] -- as heretofore amended and may be amended in the future - and with the following conditions:

2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the construction of a single-family home on the *Subject Property* and conformance to these operational conditions are required:

- 1) The development of the *Subject Property* shall generally conform to the *Residential Plot Plan* as depicted in *Exhibit 'B'* of this ordinance.
- 2) The construction of a single-family home on the *Subject Property* shall generally conform to the *Building Elevations* depicted in *Exhibit 'C'* of this ordinance.
- 3) Once construction of the single-family home has been completed, inspected, and accepted by the City of Rockwall, this Specific Use Permit (SUP) shall expire, and no further action by the property owner shall be required.

2.2 COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)* of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require the *Subject Property* to comply with the following:

- 1) Upon obtaining a Building Permit, should the contractor operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (after proper notice) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), Revocation, of Article 11, Development Applications and Revision Procedures, of the Unified Development Code (UDC) [Ordinance No. 20-02].
- **SECTION 3.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.
- **SECTION 4.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.
- **SECTION 5.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS* (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.
- **SECTION 6.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 7. That this ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE $\mathbf{5}^{\text{TH}}$ DAY OF OCTOBER, 2020.

	Jim Pruitt, Mayor		
	, ,		
ATTEST:			
Kristy Cole, City Secretary			
APPROVED AS TO FORM:			
Frank J. Garza, City Attorney			
1 st Reading: <u>September 21, 2020</u>			

2nd Reading: October 5, 2020

Exhibit 'A' Location Map

Address: 269 Russell Drive

Legal Description: Lot 1286, Rockwall Lake Estates #2 Addition





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

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



Exhibit 'B':
Residential Plot Plan

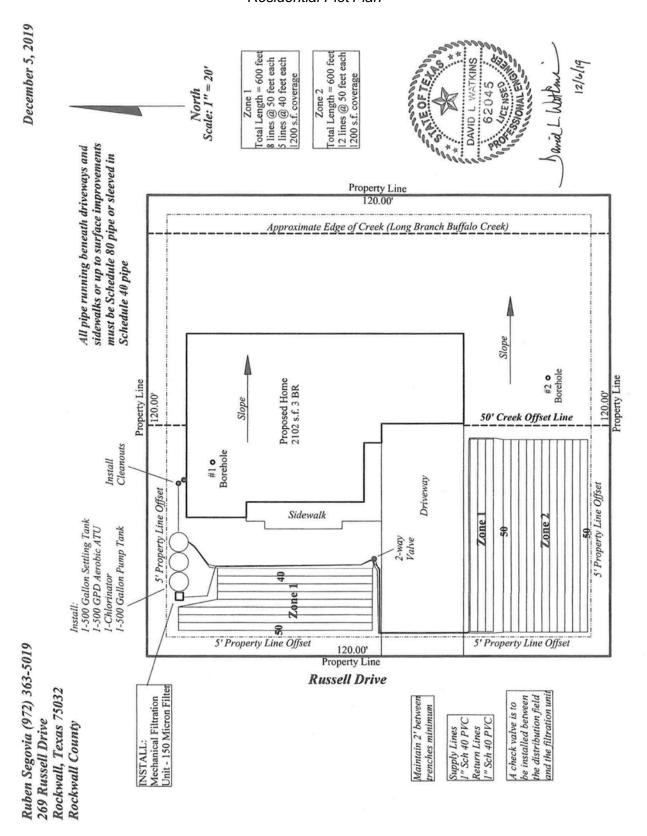


Exhibit 'C': Building Elevations

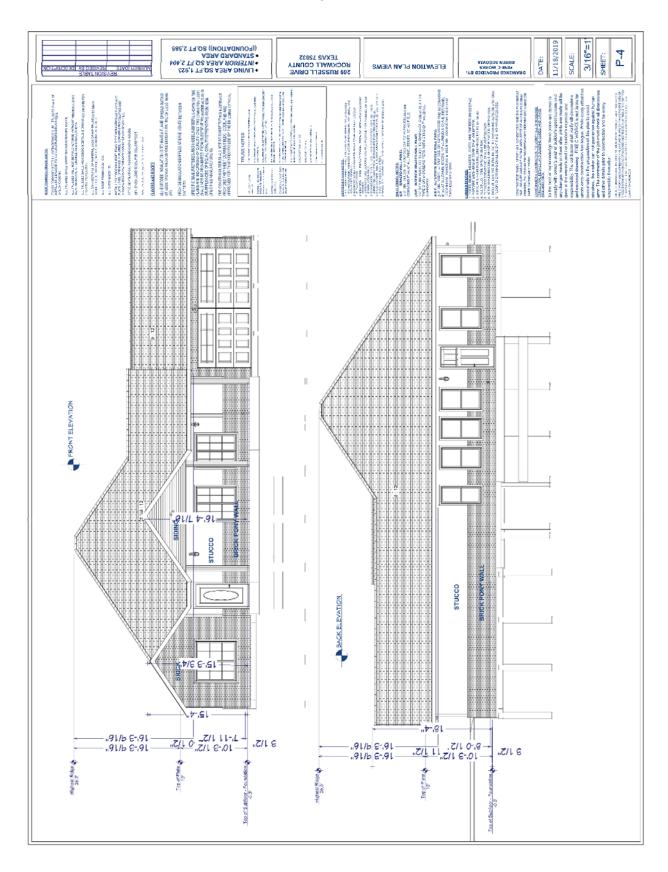
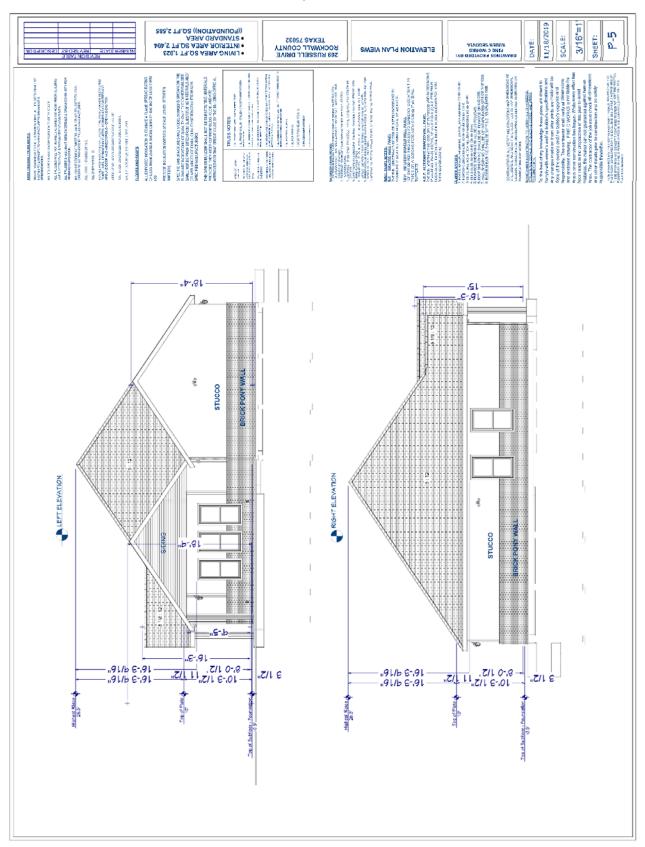


Exhibit 'C': Building Elevations





MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

FROM: Ryan Miller, Director of Planning and Zoning

DATE: October 5, 2020

SUBJECT: MIS2020-012; SPECIAL REQUEST FOR 840 & 848 LAKESIDE DRIVE

Attachments
Case Memo
Development Application
Location Map
Applicant's Letter
Proposed Replat

Summary/Background Information

Discuss and consider a request by Harold D. Fetty III on behalf of Robert Avalos and Latonia Baker for the approval of a *Miscellaneous Case* for a special request in accordance with the requirements of Planned Development District 75 (PD-75) [Ordinance No. 16-01] for a 0.179-acre tract of land identified as Lots 280 & 281, Block B, Rockwall Lake Estates #1 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 840 & 848 Lakeside Drive, and take any action necessary.

Action Needed

The City Council is being asked to approve or deny the request for a special exception in accordance with the requirements of Planned Development District 75 (PD-75).

385 S. GOLIAD STREET • ROCKWALL, TX 75087 PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

TO: Mayor and City Council

DATE: October 5, 2020

APPLICANT: Harold D. Fetty III; H.D. Fetty Land Surveyor, LLC

CASE NUMBER: MIS2020-012; Special Request for 840 & 848 Lakeside Drive

SUMMARY

Discuss and consider a request by Harold D. Fetty III on behalf of Robert Avalos and Latonia Baker for the approval of a <u>Miscellaneous Case</u> for a special request in accordance with the requirements of Planned Development District 75 (PD-75) [Ordinance No. 16-01] for a 0.179-acre tract of land identified as Lots 280 & 281, Block B, Rockwall Lake Estates #1 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 840 & 848 Lakeside Drive, and take any action necessary.

BACKGROUND

The subject properties were originally platted as Lots 280 & 281 of the Lake Echo Subdivision on October 26, 1956. These properties were later replatted as Lots 280 & 281, Block B, Rockwall Lake Estates #1 Addition. According to the Rockwall Central Appraisal District (RCAD), a single-family home was constructed on each of these lots in 2005. Based on aerial imagery from June 27, 2005, the driveway of the property at 848 Lakeside Drive (*i.e. Lot 281*) appears to be located partially on the property at 840 Lakeside Drive (*i.e. Lot 280*). On February 17, 2009, the subject properties -- along with the rest of the Lake Rockwall Estates Subdivision -- was annexed into the City of Rockwall by Ordinance No. 09-07. No changes have been made to these properties since they were annexed. According to the applicant, one (1) of the two (2) properties (*i.e. 848 Lakeside Drive*) is in the process of being sold, and the encroachment of the driveway was discovered by the surveyor. This issue needs to be corrected by replat before the conveyance can be completed.

<u>PURPOSE</u>

On September 18, 2020, the applicant -- Harold D. Fetty III of H.D. Fetty Land Surveyor, LLC -- submitted an appeal for a special request in accordance with the requirements of Planned Development 75 (PD-75) [Ordinance No. 16-01]. The purpose of this request is to clear up an existing encroachment issue in order to facilitate the sale of 848 Lakeside Drive (i.e. Lot 281).

ADJACENT LAND USES AND ACCESS

The subject properties are addressed as 840 & 848 Lakeside Drive. The land uses adjacent to these properties are as follows:

North:

Directly north of the subject properties is the intersection of Trout Road and Lakeside Drive. Both of these roadways are classified as a R2 (*i.e. residential, two [2] lane, undivided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this intersection are several residential lots zoned Planned Development 75 (PD-75) for Single-Family 7 (SF-7) District land uses. Two (2) of these lots are developed with mobile/manufactured homes. The remaining lots are vacant and situated within the 100-year floodplain. Beyond this is an 11.38-acre parcel of vacant land (*i.e. Lot 1, Block D, Lynden Park Estates, Phase 4*), owned by the City of Rockwall, zoned Planned Development 17 (PD-17) for single-family land uses.

South:

Directly south of the subject properties are several lots zoned Planned Development 75 (PD-75) for Single-Family 7 (SF-7) District land uses. These lots are developed with detached single-family homes. Beyond this is Lakeside Drive, which is classified as a R2 (*i.e. residential, two* [2] lane, undivided roadway) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this are several

more lots zoned Planned Development 75 (PD-75) for Single-Family 7 (SF-7) District land uses. The lots are developed with detached single-family homes. Beyond this is Rockwall Lake.

<u>East</u>: Directly east of the subject properties are two (2) lots zoned Planned Development 75 (PD-75) for Single-Family 7 (SF-7) District land uses. One (1) of the two (2) lots is developed with a detached single-family home and the other lot has a mobile/manufactured home. Beyond this is the northern most point of Rockwall Lake. Beyond this is a 90.5-acre vacant tract of land (i.e. Tract 3 of the G. Wells Survey, Abstract No. 219) that is zoned Agriculture (AG) District.

<u>West</u>: Directly west of the subject properties is Trout Road, which is classified as a R2 (*i.e.* residential, two [2] lane, undivided roadway) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this are numerous lots zoned Planned Development 75 (PD-75) for Single-Family 7 (SF-7) District land uses. These lots are developed with detached single-family homes. Beyond this is Perch Road, which is classified as a R2 (*i.e.* residential, two [2] lane, undivided roadway) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan.

CHARACTERISTICS OF THE REQUEST:

Based on the concept plan contained within Planned Development District 75 (PD-75) [Ordinance No. 16-01] the subject property is located within Area 1 and is subject to the requirements stipulated in Ordinance No. 16-01 and the Single-Family 7 (SF-7) District. These requirements are summarized as follows:

Density and Dimensional Requirements	Area 1
Minimum Number of Single-Family Units Per Lot	1
Minimum Lot Width/Frontage (1)	50-Feet
Minimum Lot Depth (1)	100-Feet
Minimum Lot Area (1)	5,000-SF
Minimum Front Yard Setback (1)	20-Feet
Minimum Side Yard Setback (Internal Lot) (1)	5-Feet
Minimum Side Yard Setback (Adjacent to a Street) (1)	20-Feet
Minimum Distance Between Buildings on the Same Lot	10-Feet
Minimum Length of Driveway Pavement (2)	20-Feet
Minimum Number of Off-Street Parking Spaces (3) & (4)	2
Maximum Height	32-Feet
Minimum Rear Yard Setback	10-Feet
Minimum Area/Dwelling Unit (SF)	1,100-SF
Maximum Lot Coverage	45 %

General Notes:

- 1: These setbacks and frontage requirements may be varied in accordance with Section 3.C, Consideration of a Special Request, of Ordinance No. 61-01.
- 2: The minimum length of the driveway pavement as measured from public right-of-way for the rear and side-yard.
- 3: An enclosed garage shall not be considered in meeting the off-street parking requirements.
- 4: Number denotes residential property only. For all other land uses, see Article 06, *Parking and Loading*, of the Unified Development Code (UDC).

In order to facilitate the sale of 848 Lakeside Drive, a ten (10) foot strip will need to be incorporated into this property from 840 Lakeside Drive. Currently, 848 Lakeside Drive is estimated to be ~3,751 SF and 840 Lakeside Drive is estimated to be ~3,948 SF. The applicant's request will increase the size of 848 Lakeside Drive to 4,576 SF, but reduce 840 Lakeside Drive to 3,238 SF. While this brings 848 Lakeside Drive closer to conforming to the minimum lot size requirement and brings it into conformance with the lot frontage requirements (*i.e. a minimum of 50-feet*), it increases the non-conformity of the lot size already existing at 840 Lakeside Drive. Typically, these requests are required to be approved by the Board of Adjustments (BOA) on the basis of a hardship; however, Planned Development District 75 (PD-75) allows the City Council to consider a special request for all issues not relating to land use. According to Planned Development District 75 (PD-75), "(t)he City Council may consider special requests in the Lake Rockwall Estates Subdivision (*i.e. Area 1 and Area 2 as depicted in Exhibit 'B' [the concept plan]*

of this ordinance). Such requests may include, but not necessarily be limited to the use of alternate building materials, reductions in the building setbacks, exceptions to the fencing requirements, or other requests submitted for consideration to the Planning and Zoning Department." In this case, the City Council would be considering a request to allow 840 Lakeside Drive to have a minimum lot size of 3,238 SF. All other requirements concerning this request are deemed to be legally non-conforming or conforming; however, staff has requested that the applicant provide a residential plot plan to document the changes to the building setbacks. In considering this request, staff should point out that the Lake Rockwall Estates Subdivision has existed since 1956, and other similar non-conformities have been documented in this area. This is the reason that these types of situations are permitted to be considered through a special request by the City Council; however, any special request is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the applicant's appeal for a *special request*, then staff would propose the following conditions of approval:

- (1) The applicant shall submit a residential plot plan showing conformance to the building setbacks; and,
- (2) Any construction resulting from the approval of this case 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 September 29, 2020, the Planning and Zoning Commission approved a motion to recommend approval of the special request with the conditions of approval by a vote of 7-0.



DEVELOPMENT APPLICATION

City of Rockwall Planning and Zoning Department 385 S. Goliad Street Rockwall, Texas 75087

STAFF USE CY	-		
PLANNING & ZONING CASE NO.	MIST	67	0-01

<u>NOTE:</u> THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING:

CITY ENGINEER:

Please check the appropriate box below to indicate the type of development request [SELECT ONLY ONE BOX] Platting Application Fees: [] Master Plat (\$100.00 + \$15.00 Acre) 1 [] Zoning Application Fees: [] Zoning Change (\$200.00 + \$15.00 Acre) 1	Total Control of the
[] Preliminary Plat (\$200.00 + \$15.00 Acre) ¹ [] Final Plat (\$300.00 + \$20.00 Acre) ¹ [] Replat (\$300.00 + \$20.00 Acre) ¹ [] Amending or Minor Plat (\$150.00) [] Plat Reinstatement Request (\$100.00) Site Plan Application Fees: [] Tree Removal (\$75.00) [] Variance Request (\$100.00) Notes: [] Amended Site Plan/Elevations/Landscaping Plan (\$100.00)	200 Acre) 1 15.00 Acre) 1
PROPERTY INFORMATION [PLEASE PRINT]	
Address 848 \$ 840 CAKESIDE DILVE 1 280 + 23	81
Subdivision EXENTE LIKE ESTATES 1 ROBERT LOT 280 + 22	28/Block P
General Location LAKESIDE & TRUIT	Б
ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]	
Current Zoning Current Use Res North	
Proposed Zoning Proposed Use PS (DEVIL)	
Acreage Lots [Current] Z Lots [Propose	
[] <u>SITE PLANS AND PLATS</u> : By checking this box you acknowledge that due to the passage of <u>HB3167</u> the City no longer has flexi process, and failure to address any of staff's comments by the date provided on the Development Calendar will result in the denial	7. 17.
OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURE]	of your case.
MOWNER ROBERT AVENOS & LATONIA BAKEIT KAPPlicant HARWY D. F	RES ARE REQUIRED]
Contact Person Contact Person	ETT TE
Address 848 LAKESINE DILIVE Address 6770 FM (565
City, State & Zip ROCKLALL, TX 75032 City, State & Zip ROY, SE CM.	Do 75189
City, State & Zip ROCKWALL, TX 75032 City, State & Zip ROYSE CM, Phone 469-338-9245 Phone 972-635-72.	55
E-Mail trucy e hdfe	
NOTARY VERIFICATION [REQUIRED]	who stated the information on
"I hereby certify that I am the owner for the purpose of this application; all information submitted herein is true and correct; and the application; the cost of this application, has been paid to the City of Rockwall on this the day of, 20 By that the City of Rockwall (i.e. "City") is authorized and permitted to provide information contained within this application to the publication to the publication of the publication of the publication of the publication."	y signing this application, I agree
Siven under my hand and seal of office on this the day of, 20	
Owner's Sinnature	1
Owner's Signature Notary Public in and for the State of Texas	





City of Rockwall Planning & Zoning Department 385 S. Goliad Street

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.



 From:
 Tracy Fetty

 To:
 Miller, Ryan

 Subject:
 840-848 LAKESIDE

Date: Monday, September 21, 2020 1:43:16 PM

Attachments: 20050067-RP1.PDF

20050067-RP2.PDF 20200921131318PLT.pdf 20200921131156APP.pdf

See attached plat we discussed this morning.

They have occupied these lots as 50 feet wide each since the houses were built, however no one caught that a replat had not been filed and now one is being sold and a surveyor discovered it.

The two owners would like to replat them as quickly as we can so the sale can happen.

See attached original plat and application as well.

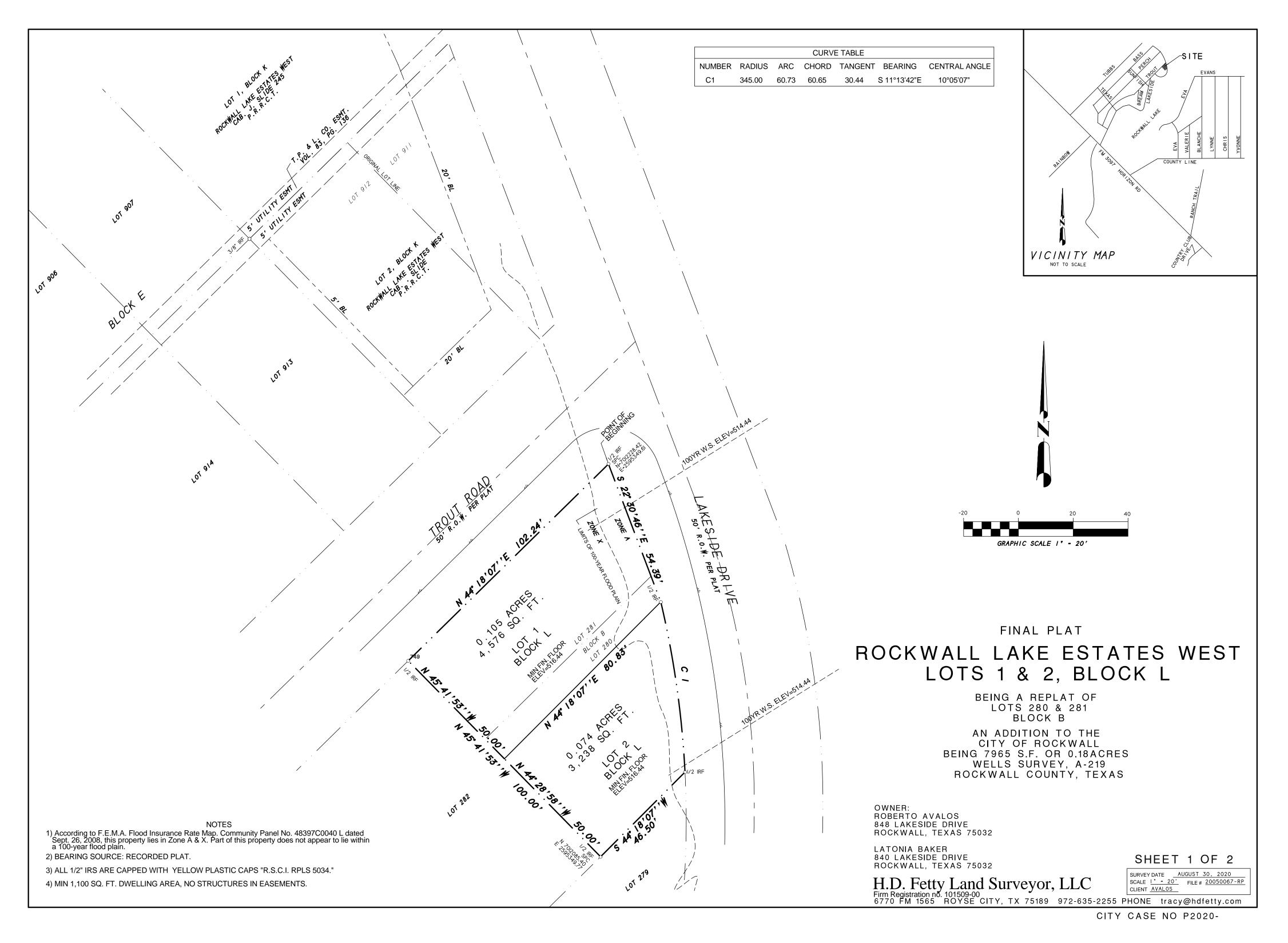
Tracy Fetty

H.D. Fetty Land Surveyor, LLC 6770 FM 1565 Royse City, Texas 75189

972-635-2255

This email was scanned by Bitdefender

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OWNER'S CERTIFICATE (Public Dedication)

WHEREAS, ROBERTO AVALOS and LATONIA BAKER, BEING THE OWNERS OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:

BEING known as Lots 280 and Lot 281 in Block E, of ROCKWALL LAKE DEVELOPMENT NO. 1 formerly LAKE ECHO, an Addition to Rockwall County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 29 of the Plat Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the south right-of-way of Trout Road (50' right-of-way) and the west right-of-way of Lakeside Drive (50' right-of-way) and at the northeast corner of Lot 281;

THENCE S. 22 deg. 30 min. 46 sec. E. along the west right-of-way line of Lakeside Drive, a distance of 54.39 feet to a 1/2" iron rod found for corner;

THENCE along a curve to the right having a central angle of 10°05'07", a radius of 345.00 feet, a tangent of 30.44 feet, a chord of S. 11 deg. 13 min. 42 sec. E., 60.65 feet and along the southwest right-of-way of Lakeside Drive, an arc distance of 60.73 feet to a 1/2" iron rod found for corner;

THENCE S. 44 deg. 18 min. 07 sec. W. a distance of 46.50 feet to a 1/2" iron rod found for corner;

THENCE N. 45 deg. 41 min. 53 sec. W. a distance of 100.00 feet to a 1/2" iron rod found for corner in the south right-of-way line of Trout Road;

THENCE N. 44 deg. 18 min. 07 sec. W. along said right-of-way line of Trout Road, a distance of 102.24 feet to the POINT OF BEGINNING and containing 7,813 square feet or 0.18 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I the undersigned owner of the land shown on this plat, and designated herein as ROCKWALL LAKE ESTATES WEST, LOTS 1 & 2, BLOCK L, an Addition to the City of Rockwall, Texas and whose name is subscribed hereto, hereby dedicated to the use of public forever all streets, alleys parks water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in ROCKWALL LAKE ESTATES WEST, LOTS 1 & 2, BLOCK L have been notified and signed this plat.

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

We also understand the following;

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

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

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

ROBERTO AVALOS			
LATONIA BAKER			
STATE OF TEXAS COUNTY OF ROCK	WALL		
Before me, the unde known to me to be th acknowledged to me stated.	rsigned authority, on this da te person whose name is su that she executed the same	y personally appeared ROBERTO A bscribed to the foregoing instrumer e for the purpose and consideration	AVALOS nt, and therein
Given upon my hand 20	and seal of office this	day of	,
Notary Public in and	for the State of Texas	My Commission Expires:	
STATE OF TEXAS COUNTY OF ROCK	WALL		
Before me, the unde known to me to be the acknowledged to me stated.	rsigned authority, on this da te person whose name is su that she executed the same	y personally appeared LATONIA Babbers, bscribed to the foregoing instruments for the purpose and consideration	AKER nt, and therein
Given upon my hand	and seal of office this	day of	,

My Commission Expires:

Notary Public in and for the State of Texas

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

SURVEYOR'S CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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

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

RECOMMENDED FOR FINAL APPROVAL

Chairman, Planning and Zoning Commision Date

APPROVED

I hereby certify that the above and foregoing plat of ROCKWALL LAKE ESTATES WEST, LOTS 1 & 2, BLOCK L, an addition to the City of Rockwall, Texas, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the ____ day of______.

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

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

WITNESS OUR HANDS, this _____ day of _

City Secretary City of Rockwall Mayor, City of Rockwall

City Engineer

FINAL PLAT

ROCKWALL LAKE ESTATES WEST LOTS 1 & 2, BLOCK L

BEING A REPLAT OF LOTS 280 & 281 BLOCK B

AN ADDITION TO THE CITY OF ROCKWALL BEING 7965 S.F. OR 0.18ACRES WELLS SURVEY, A-219 ROCKWALL COUNTY, TEXAS

OWNER: ROBERTO AVALOS 848 LAKESIDE DRIVE ROCKWALL, TEXAS 75032

LATONIA BAKER 840 LAKESIDE DRIVE ROCKWALL, TEXAS 75032

SHEET 2 OF 2

SURVEY DATE AUGUST 30, 2020 SCALE | " - 20' FILE # 20050067-RP CLIENT AVALOS

HAROLD D. FETTY III

5034

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

CITY CASE NO P2020-



TO: Rockwall City Council

FROM: Joey Boyd, Assistant City Manager

DATE: September 29, 2020

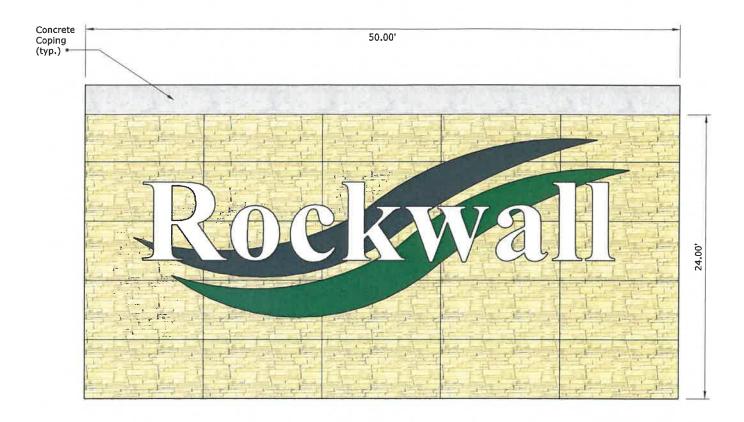
SUBJECT: I-30 Aesthetic Plan

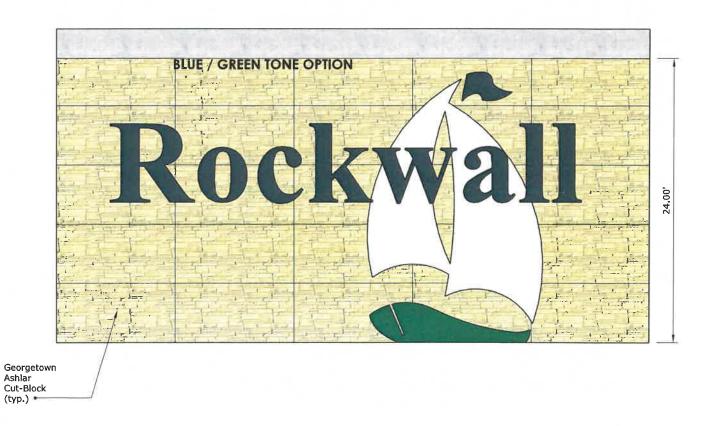
At the previous meeting, the City Council discussed the I-30 Aesthetics Plan. In the discussion, staff was given direction to stay consistent with the red stripe along the concrete rails and the star on the ear walls.

Staff will work with TXDOT to get a price for placing "City of Rockwall" on the Horizon Road bridge heading eastbound coming into Rockwall and the cost for repainting the existing bridges, sailboat, and prairie murals and provide them for consideration at a future meeting.

TXDOT is providing 5 retaining wall panels (1200 square feet) to add a design at no expense to the City. The City Council asked staff to bring back a combination of the four options previously discussed. Included are two revised renderings for discussion and approval.

Staff will be available to answer any questions the City Council may have at the meeting.







TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

FROM: Mary Smith, Assistant City Manager

DATE: October 5, 2020

SUBJECT: SAFER GRANT AWARD AND ASSOCIATED LOCAL COSTS

Attachments

Summary/Background Information

Please see memo in Work Session portion of packet for more information.

Action Needed

Council is requested to consider approval of the Grant acceptance and the necessary amendments to the FY2021 Fire Operations budget for the 8 months at \$821,179 and grant proceeds revenue of \$675,948.



TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

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

DATE: October 5, 2020

SUBJECT: POLICE VEHICLE DECALS

Attachments

Summary/Background Information
Mayor Pruitt has requested this agenda item for discussion.

Action Needed Unknown



TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

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

DATE: October 5, 2020

SUBJECT: COVID 19 UPDATE

Attachments

Summary/Background Information

Mayor Pruitt has requested this agenda item for the Mon., Oct. 5, 2020 city council meeting.

Action Needed Unknown



CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Honorable Mayor and City Council

CC: Rick Crowley, City Manager

Joey Boyd, Assistant City Manager Mary Smith, Assistant City Manager

FROM: Travis E. Sales, Director of Parks and Recreation

DATE: October 5, 2020

SUBJECT: Upcoming Parks and Recreation Events

Due to the Covid Pandemic we wanted to get the recommendation of the Council on the following Special Events.

Christmas Tree Lighting Ceremony

Staff wants direction on whether to offer hot chocolate and cookies because the potential exposure and cross-contamination at the event. Staff is also concerned about potential cross-contamination with photos with Santa.

Option #1: No photos with Santa.

Option #2: Photos with Santa and all participants wear mask due to no social distancing

Option #3: Photos with Santa and Santa is in sleigh and family stays outside of sleigh for picture and social distancing

Staff sees no additional issues with the Christmas Tree Lighting.

Santa has confirmed that he is available for this event.

Breakfast with Santa

This is an indoor event held at the Center in the Lone Star Room and there is approximately 350 parents and children that attend in two sessions. Typically we serve pancakes and sausage to the families and then take photos with Santa.

Social Distancing cannot be achieved in this facility with the numbers and staff has concerns with food handling and children sitting in Santa's lap for photos as a point of cross contamination.

Option #1: No photos with Santa.

Option #2: Photos with Santa and all participants wear mask due to no social distancing

Option #3: Photos with Santa and Santa is in sleigh and family stays outside of sleigh for picture and social distancing

Santa has confirmed he is available for this event.

July 4, 2021 Parade and Fireworks Show

July 4th falls on Sunday in 2021 and Illuminations, Inc. the company that we use for our fireworks needs a definitive date for our event to get the City of Rockwall reserved. Many of the City Council indicated a desire to hold the parade and fireworks show on Saturday, July 3rd but staff wants to get a consensus in order to get on the fireworks show scheduled.



TO: Mayor and Council

FROM: Joey Boyd, Assistant City Manager

DATE: October 2, 2020

SUBJECT: Texas Coalition for Affordable Power / Electricity Procurement

The City's existing five-year contract to purchase power through the Texas Coalition for Affordable Power, Inc. ("TCAP") ends on December 31, 2022. The City has been a member of TCAP for the purchase of electricity since 2002. TCAP is a non-profit, political subdivision corporation, owned and controlled by its 166 political subdivision members, the vast majority of which are cities. TCAP is governed by a 15- member board of directors, all of whom must be city employees or elected city officials.

TCAP's management, consultants and legal team believe that money can be saved by getting away from long-term fixed price contracts and using a short-term market driven auction process. This new approach is called the Strategic Hedging Program (SHP). The SHP was designed to mitigate market rate risk by buying electricity on or near a monthly basis on a rolling two-year period. TCAP's membership consumes approximately 1.2 billion kilowatt hours ("kWh") annually. The value of the aggregated load is extremely appealing to wholesale market participants, enabling TCAP to get the market competitive pricing at any particular moment. Included is a presentation from TCAP that provides information on the SHP approach.

In FY 19, the City was billed for 8,860,653 kWh. It currently pays \$.03684 per kWh to Gexa for electricity and along with all other charges and fees, spent a total of \$1,016,885.50 in FY 19 for electricity with TCAP. TCAP estimates that SHP could save between 2% to 32% more in energy costs going forward based on their analysis on their current contract prices versus a SHP buying scenario over the last two years (slide 10 in the presentation). This analysis estimates the City of Rockwall would have saved almost \$59,000 from 2018-2020 had SHP been available during those years.

Purchases would begin in January 2021 for SHP contracts starting January 1, 2023. The Strategic Hedging Program is designed to allow members to convert, if desired, to a fixed rate contract at periodic points in time. The initial commitment is a two-year participation in SHP. The City can exit the Strategic Hedging Program as long as notice of termination can be given prior to inclusion in the competitive auction for future year's pricing. SHP is flexible, and

should market dynamics change and a sudden rise in market prices occur and do not appear to be dropping, TCAP consultants will make recommendations to its members as to seek a fixed rate at that time.

The process will involve TCAP, as a political subdivision corporation, going into the wholesale market to buy energy for all member cities. Texas law requires that TCAP have a Retail Electric Provider (Gexa) for its billing and customer services. TCAP has a separate contract with Gexa that states that they will take the power from the wholesale provider and bill members. Gexa has no part in energy pricing or the SHP.

Attached for City Council consideration is a resolution authorizing the City to participate in the Strategic Hedging Program with TCAP, authorizing the City Manager to execute a Professional Services Agreement with TCAP to act as an agent to procure power in the wholesale market on behalf of the City, and a Commercial Electricity Service Agreement with Gexa Energy to provide customer services to TCAP members on and after January 1, 2023.



Background.

Texas Coalition for Affordable Power has procured electricity for its members since the beginning of retail electric deregulation in Texas in 2002. In the recent past, it has become evident that the electric market and the mix of available sources and supplies have changed dramatically. While the current electric fixed price/fixed term contract has worked well, TCAP believes that a more optimum program—called Strategic Hedging Program (SHP)-will now be offered to its members. In recent years, the United States has become the world's largest supplier of oil and natural gas, particularly with the development of fracking technology. The DOE production estimate through 2050 shows a well-supplied market and stable price outlook. There has also been a tremendous growth in renewable energy sources such as wind and solar power.

What is SHP?

Instead of buying electricity through a fixed price longer term contract, SHP will procure one twelfth of the annual supply each month, two years forward year-to-year. This provides the lowest market pricing to reduce carrying charges and risk premiums that longer term contracts must charge. Pricing will never be out of the market. SHP features an ultra-competitive RFP process of 20+ vetted creditworthy suppliers. At least 4 suppliers will be in each TCAP portfolio at all times. Prices will be known to members well prior to fiscal year budgeting needs. It avoids the "all-in" guess of a single fixed price multi-year deal. It also provides members with twice a year periodic off ramps if a member desires to revert to a traditional fixed price/fixed term contract.

What action needs to be taken and when?

In order to prepare for an electric supply contract beyond the 2022, it is necessary for members to have their governmental bodies pass the enclosed resolution to approve the Professional Services Agreement and the Commercial Electricity Service Agreement. The resolution authorizes TCAP to function as a procurer of energy in addition to serving as an agent in negotiating contracts.

TCAP's SHP Procurement Program

The Future of TCAP Energy

Texas Coalition for Affordable Power 2020



Who is TCAP?



166 Members

88 Members – North Zone

54 Members – South Zone

12 Members – West Zone

12 Members - Houston Zone



WHY TCAP?

- Non-profit organization
 Pool energy to negotiate low rates
- Wholesale Market

Average August Day Load—ERCOT vs. TCAP (Hourly Demand % of Average)



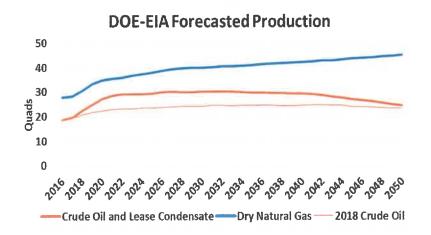
Future Contract

- Current Contract ends December 2022
- TCAP has developed a new procurement option
- The new method should eliminate timing the market to get the best price



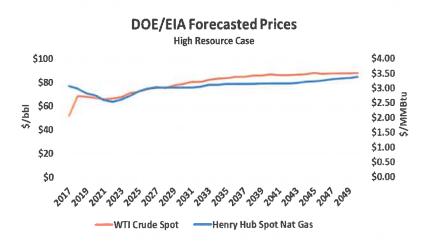
U.S. Energy Future is Bright

World's Largest Producer of Oil and Natural Gas



Positive Supply Outlook

DOE Production Estimate Through 2050 Show a Well Supplied Market



Stable Price Outlook

Actual Natural Gas and Oil Spot Prices Currently Lower than Projected Prices

Source: DOE/EIA AEO 2019/2018 CONFIDENTIAL 5

SHP - The **Average Is Much More Stable**

\$120

\$0

\$180 \$160 \$140

\$/MWh \$100 \$80 \$60 \$40 \$20

Monthly High/Low/Avg Price - North Zone **Day Ahead Market**

2011 2012 2013 2014 2015 2016 2017 2018 2019

Price Range Varies Greatly by Year

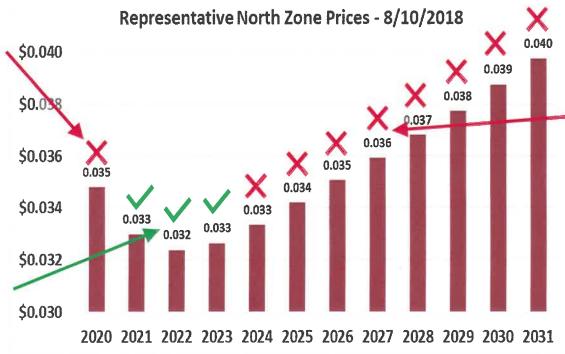
But Average Pricing is Much Less Volatile

CONFIDENTIAL

ERCOT Pricing Pattern DynamicsWhy Does Price Change Over Time?

Prices Often Higher in Immediate Next Year Reflecting Uncertainty Created by Current Market Problems and Issues

Market Feels Short
Term Problems will be
Resolved and Carrying
Charges and Market
Premium are Low. All
Else Being Equal, a
Good Time to Buy.



Prices Increase Over Time Reflecting Carrying Costs of Procurement for Future Needs and Risk Premiums for future market uncertainty

This Pattern Has Been in Place for at Least the Last Four Years and Reflects a Well Supplied Market

CONFIDENTIAL

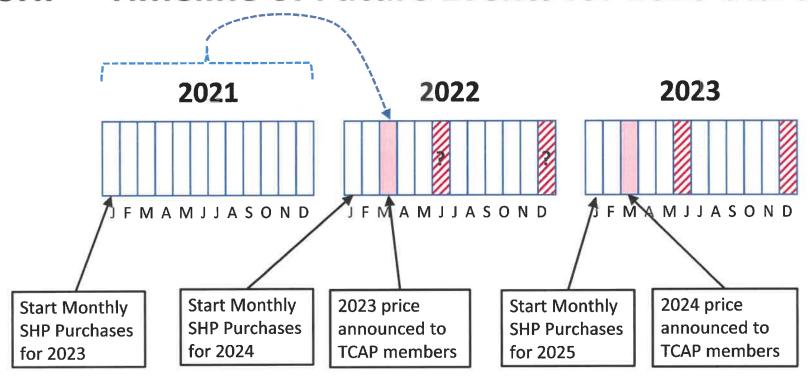
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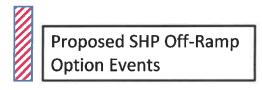
SHP Mechanics – What is Different?

- Ultra-Competitive RFP Process for Procurement
- Periodic Procurements
 - Multiple RFPs for Each Year's Procurement to Mitigate Price Risk
 - Avoids the "All-In" Guess of a Single Fixed Price Multi-Year Deal
- Fits Member Needs
 - Timely Price known Prior to Fiscal Year Budgeting Needs
 - Market Competitive Avoids Having To Explain a Long Term Out of Market Price to Citizens
 - Flexible Periodic Off-Ramps Allow Member to Convert to Fixed Price if Desired
 - Renewable SHP Uses RECs to Make Contract All Renewable

8

SHP – Timeline of Future Events for 2023 Start

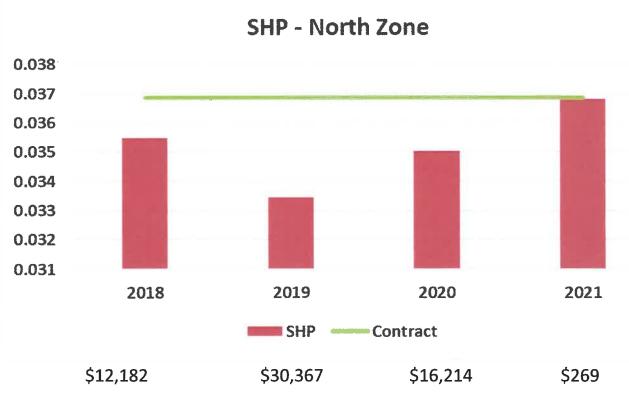




CONFIDENTIAL

Analysis Shows SHP Works

City of Rockwall savings



Long Range Lookback Shows Savings From 2% (Worst Case) to 32% Over Fixed Price Option Recent Market Quotes Suggest Pricing May Be Significantly Lower For Next Renewal Period.

CONFIDENTIAL 10



- Energy Future Looks Positive abundant supplies and stable to low prices
- SHP is a unique opportunity for TCAP members
- Structured to Buy When Price is Advantageous
 - Avoid Buyer's Remorse of the "All-In" Guess of a Long-Term Fixed Price (50% correct)
 - Avoids Carrying Charges and Risk Premiums
 - Know Future Price Prior to Budgeting
- All Renewable Contract
- SHP is flexible Adaptable and Can Convert to Fixed Price

11

CITY OF ROCKWALL RESOLUTION NO. 20-14

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ADOPTING TCAP'S PROFESSIONAL SERVICES AGREEMENT AND GEXA ENERGY'S COMMERCIAL ELECTRIC SERVICE AGREEMENT FOR POWER TO BE PROVIDED ON AND AFTER JANUARY 1, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Rockwall is a member of Texas Coalition For Affordable Power, Inc. ("TCAP"), a non-profit, political subdivision corporation of the State of Texas; and

WHEREAS, TCAP has previously arranged for the City to purchase power through Gexa Energy with a contract set to expire December 31, 2022; and

WHEREAS, TCAP has designed a new procurement strategy that will involve TCAP initially committing to purchase power two years in advance of delivery on behalf of its members who desire participation in a Strategic Hedging Program ("SHP") that will involve a series of monthly competitive auctions; and

WHEREAS, TCAP has prepared a Professional Services Agreement ("PSA"), attached as Exhibit A, that, in addition to enumerating services and benefits to members of TCAP, provides TCAP with specific authority to procure power in the wholesale market on behalf of members who choose to participate in the SHP; and

WHEREAS, approval of the PSA is a necessary, but not sufficient, prerequisite to participation in the SHP; and

WHEREAS, the PSA is a relational contract that defines services provided by TCAP to members regardless of whether a member decides to commit to the SHP; and

WHEREAS, the industry-standard retail contract is a Commercial Electric Service Agreement ("CESA") offered by a Retail Electric Provider ("REP"); and

WHEREAS, TCAP has negotiated modifications to the current CESA between the City and Gexa Energy to reflect participation in the SHP; and

WHEREAS, the CESA that will facilitate participation in the SHP effective for power deliveries in and beyond 2023 (attached as Exhibit B) will need to be approved and signed prior to October 30, 2020; and

WHEREAS, the City desires to participate in the SHP.

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

SECTION 1. That the City Manager is authorized to sign **Exhibit A**, TCAP's Professional Services Agreement, and **Exhibit B**, Gexa Energy's CESA, and send the agreements to TCAP, 15455 Dallas Parkway, Ste 600, Addison, TX 75001; and

SECTION 2. That this resolution shall take effect immediately upon its passage and execution, and it is so resolved.

PASSED AND APPROVED BY TH	IE CITY COUNCIL OF THE CITY OF ROCKWALL
TEXAS, this $\underline{5}^{th}$ day of $\underline{OCTOBER}$, $\underline{2020}$.	
ATTEST:	Jim Pruitt, Mayor
Kristy Cole, City Secretary	

Resolution No. 20-14 2

PROFESSIONAL SERVICES AGREEMENT BETWEEN

THE CITY OF ROCKWALL, TEXAS AND TEXAS COALITION FOR

AFFORDABLE POWER, INC.

This Professional Services Agreement ("AGREEMENT") is made and entered by and between Texas Coalition for Affordable Power, Inc. ("TCAP"), a non-profit, political subdivision corporation, and the City of Rockwall, Texas ("MEMBER"), a TCAP member.

SECTION 1 DURATION:

This AGREEMENT becomes effective as of signing by MEMBER and shall remain effective as long as MEMBER is being served by TCAP and MEMBER's electric load included in a current TCAP procurement.

SECTION 2 PURPOSE OF AGREEMENT:

The purpose of this AGREEMENT is to define services and obligations of TCAP to MEMBER and obligations of MEMBER to TCAP and other members. In furtherance of this AGREEMENT, MEMBER will enter into a Commercial Electric Service Agreement ("CESA") with a retail electric provider ("REP") selected by TCAP pursuant to the terms set forth herein; provided that nothing in this AGREEMENT is intended to alter the price or other terms of MEMBER's current CESA in effect through December 31, 2022.

SECTION 3 OBLIGATIONS OF TCAP TO MEMBER:

MEMBER authorizes TCAP to contract for the purchase of energy for MEMBER in the wholesale market from an energy manager selected by TCAP ("Energy Manager") and to select an acceptable, cost-beneficial REP to serve MEMBER's electric accounts. TCAP shall provide procurement services, which services shall consist of securing wholesale power for MEMBER through an alternative procurement strategy, such as TCAP's Strategic Hedging Program ("SHP"), as may be authorized and defined by TCAP's Board of Directors. If MEMBER has provided to TCAP an Authorized Election Form, TCAP's procurement services to MEMBER shall also consist of arranging fixed-price, fixed-term offers to MEMBER following solicitation of competitive offers. TCAP consultants and attorneys will negotiate terms and conditions of all contracts, monitor performance of Energy Managers and REPs, work to avoid and remedy problems that may be encountered by MEMBER where possible, assist MEMBER with wires company issues, and represent MEMBER in energy related matters before State agencies, the courts or legislature. TCAP will provide additional customer services to MEMBER that are defined in SECTION 5.

SECTION 4 OBLIGATIONS AND RIGHTS OF MEMBER:

MEMBER will honor the terms of its CESA and promptly pay or promptly dispute invoices from its REP. MEMBER will comply with the confidentiality and non-disclosure obligations contained in its CESA and Section 7 of this AGREEMENT. MEMBER will designate one or more individuals to receive notices and updates from TCAP and will

promptly update contact information. MEMBER will pay aggregation fees to support the non-profit functions of TCAP assessed annually by the TCAP Board of Directors and recovered as part of the energy charges paid to REP. Also, MEMBER will pay or receive refunds equal to the Quarterly Adjustment and the Annual Adjustment mutually agreed upon by TCAP and the Energy Manager to address certain variable costs and charges, including costs imposed by ERCOT, such payment or receipt of funds subject to the reserve account as further described herein. TCAP members will fund, and TCAP will maintain and administer, a reserve account to facilitate the reconciliation of any Quarterly Adjustments or Annual Adjustments by collecting any excess amounts paid and/or paying any deficient amounts incurred (as possible). The reserve account balance will be maintained at a minimum level to cover anticipated future needs for up to two (2) years. The TCAP Board may vote to refund to members amounts in excess of future anticipated needs. Any monies remaining in the reserve account at the dissolution of TCAP will be refunded to current membership at the time of dissolution. TCAP is owned and controlled by its members and is governed by a Board of Directors consisting of employees or elected officials of members. Consistent with TCAP's Bylaws, each MEMBER has a right to nominate its representative to serve on the Board of Directors and has a right to vote in annual elections of Board members. MEMBER has a right to attend or monitor each Board meeting. TCAP has a financial audit performed each year and MEMBER has a right to a copy of the annual audit upon request.

SECTION 5 TCAP SERVICES TO MEMBER:

A. Procurement of Energy Supplies and REP Services

1. TCAP Procurement Services and Capabilities

TCAP will assist prospective members in reviewing market conditions and in estimating the most price opportune time to contract for energy supplies. TCAP will work with MEMBER to achieve a competitive price that balances supply security and risk tolerance while maintaining superior billing and customer services. As a political subdivision corporation, offering electricity procurement to political subdivisions, TCAP has the ability to procure wholesale energy supplies and REP services separately to secure the most effective combination of competitively priced energy supplies and superior billing and customer services. TCAP may utilize either wholesale or retail sources of power, or some combination of both. TCAP may utilize multiple suppliers with different generation resources. TCAP will solicit bids from multiple sources for energy supplies. TCAP aggregates the load of all members to maximize clout in negotiating contract terms. TCAP's objective in negotiations with suppliers is to continue obtaining favorable terms regarding band widths for annual usage based on total load of all members (rather than based on MEMBER's individual load) and to minimize fees for adding or deleting accounts. TCAP will monitor the wholesale and retail markets for favorable hedging opportunities. TCAP will also monitor, evaluate and issue requests for proposals for power development opportunities beneficial to its MEMBERS, including renewable projects (each, a "Power Project").

2. MEMBER Procurement Options

If MEMBER elects a fixed-price contract for a fixed period by submitting an Authorized Election Form, TCAP will function as MEMBER'S agent in the wholesale energy marketplace in soliciting, evaluating and negotiating each such fixed-price contract. Absent an election, MEMBER shall participate in other procurement strategy options offered by TCAP, such as TCAP's SHP, and TCAP will function as MEMBER's electric energy procurer. As such, TCAP will (i) oversee the Energy Manager, (ii) will direct the Energy Manager to solicit wholesale energy market quotes, (iii) will cause the Energy Manager to transact at the most favorable executable market quotes and (iv) will negotiate and develop the Energy Price in MEMBER'S CESA (the "CESA Energy Price"). CESA Energy Price shall be developed and agreed upon by TCAP, the Energy Manager and the REP and shall include the wholesale energy market transactions as well as Energy Manager's estimate of any non-fixed charges, including zonal congestion charges, ancillaries service charges, and other charges in connection with MEMBER'S load. If MEMBER elects to purchase power from a Power Project solicited and chosen by TCAP via a competitive RFP process (or other similar process), TCAP will function as MEMBER'S electric energy procurer, and will direct the Energy Manager to include the value of the power procured from such projects in the development of MEMBER'S CESA price.

B. Customer and Billing Services Provided by TCAP

1. REP Portal

TCAP consultants oversee the development and presentation of the REP's portal for TCAP members; the REP will be responsible for operation of the portal. TCAP provides training and assistance regarding portal use.

2. REP Customer Service

TCAP negotiates with the REP regarding service standards and annually reviews REP performance. TCAP maintains a right to replace a REP for unsatisfactory performance without affecting the price of wholesale power, so long as the replacement REP has a credit rating acceptable to the Energy Manager. TCAP continuously monitors customer billings and will alert both the REP and MEMBER, when appropriate, of any billing errors and the adjustments needed to ensure accurate and reliable billings to MEMBER. TCAP will advocate on behalf of MEMBER when needed to resolve billing or customer service issues. TCAP will review customer billings and make MEMBER aware of inactive accounts that MEMBER may be able to disconnect to save monthly charges.

3. TCAP Assistance with Budgets and Required Filings and Assistance with TDSP Issues

TCAP monitors Public Utility Commission ("PUC") and ERCOT activity and will provide MEMBER a forecast of changes in non-by passable charges that may impact MEMBER's annual budget estimates. TCAP will prepare an annual electricity cost estimate for MEMBER. TCAP will assist MEMBER in preparation of energy related reports that may be necessary for MEMBER to file in response to legislative or agency mandates. TCAP will assist MEMBER in understanding non-bypassable charges included in REP invoices, and assist in resolving issues caused by errors of MEMBER'S Transmission and Distribution Service Provider ("TDSP" aka "wires company").

4. Information Services

TCAP maintains a member web site, <u>www.tcaptx.com</u>. In addition to regular blog postings on energy news relevant to MEMBER, TCAP has prepared and posted major reports on the history of deregulation in Texas and a history of ERCOT. TCAP consultants continuously monitor the Nymex gas market, ERCOT energy market, and economic conditions that may affect MEMBER, as well as activities at the PUC and ERCOT. Important trends are noted in consultant reports to the Board of Directors and are attached to Board Minutes. TCAP's Executive Director prepares and distributes a monthly newsletter and coordinates TCAP activities with various city coalitions and Texas Municipal League ("TML"). The Executive Director monthly newsletters will also include important or trending issues in the energy markets.

5. Demand Response, Distributed Generation and Cost Savings Strategy

TCAP will work with relevant service providers to make available to MEMBER competitive demand reduction programs that facilitate MEMBER's participation in TDSP and ERCOT cost reduction strategies approved by the PUC. Upon request, TCAP will monitor and evaluate demand reduction program performance metrics. TCAP will assist MEMBER in reviewing, analyzing and developing distributed generation programs that can reduce wires and energy costs and/or provide backup power to specific facilities. TCAP will assist MEMBER in meeting renewable energy goals established by MEMBER, including behind-the-meter solar projects and local wind projects.

6. Regulatory and Legislative Representation

TCAP will provide representation and advocacy services on energy issues relevant to MEMBER in regulatory and legislative areas including, but not limited to, ERCOT stakeholder meetings, PUC projects and dockets, and legislative actions.

7. Strategic Hedging

To the extent that there is sufficient interest and commitment of load of TCAP members within an ERCOT zone, and to the extent MEMBER has not elected a fixed-price contract for a fixed period, MEMBER will perpetually (subject to potential charter or ordinance constraints on length of contracts) commit to two-year participation obligations. MEMBER may terminate participation in the SHP, without energy price penalties and with minimal other termination fees, by providing sufficient notice as set forth herein (Section 6). A SHP price will be determined at least 9 months prior to the effective date of the price by averaging the winning bids from periodic competitive auctions that occur throughout the 24 months preceding the effective date. TCAP will direct Energy Manager to conduct the periodic competitive auctions. TCAP will have the right to audit the auction results. The auction process will be designed to identify competitively priced energy supplies from a variety of creditworthy suppliers, resulting in prices that are rarely, if ever, significantly above prevailing market prices and that should generally be less than pricing for long-term fixed priced contracts (when evaluated from a common contract start date and term). Designed to take advantage of the characteristics of the nation's well supplied energy markets, the SHP will also be flexible enough to respond to market changes when and if they occur in the future. Participation in the SHP may be viewed as a series of 24 -month forward year-to-year contracts for as long as desired by MEMBER. If MEMBER participates in the SHP, MEMBER agrees that TCAP is authorized to direct Energy Manager to procure electric energy in the wholesale market on MEMBER's behalf and that TCAP is authorized to commit MEMBER's load to periodic competitive auctions.

SECTION 6 MEMBER RIGHT OF TERMINATION: A. Fixed-Term, Fixed-Price Contract

MEMBER may terminate a CESA prior to the end-of-term specified in a contract subject to payment of "Liquidated Damages" prescribed in MEMBER's CESA. If MEMBER commits to a fixed multi-year term, fixed-price contract and wants to terminate the agreement prior to the end of the fixed multi-year term, liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the fixed-price agreement and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER's CESA.

B. Strategic Hedging Program

Since the SHP is based on a series of one-year term contracts, MEMBER is entitled to exit the program so long as notice of termination can be given prior to inclusion of MEMBER's load in the competitive auction process for a future year's price. TCAP will periodically notify MEMBER of expected procurement schedules and provide no less than 90 days

prior notice of any upcoming solicitiation, and MEMBER may notify TCAP that it wants to exclude its load from the competitive auction process by giving notice at least 60 days prior to the next procurement date. Termination of involvement in SHP without appropriate notice will require calculation of damages as prescribed by CESA under Edison Electric Institute ("EEI") principles with the intent of making the REP and Energy Manager whole for the termination. Liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the SHP price and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER's CESA.

C. Participation in Power Projects

If MEMBER has chosen to purchase power from a Power Project through TCAP, in accordance with a signed Project Addendum attached to MEMBER'S CESA, MEMBER's termination rights with respect to its commitment to purchase power from the Power Project shall be contained in the Project Addendum.

SECTION 7 CONFIDENTIALITY:

MEMBER is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If MEMBER receives a valid request under applicable public information laws for information related to this AGREEMENT or its CESA, it shall provide TCAP notice of the request including a description the information sought prior to MEMBER's release of information so that TCAP has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, comercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the "Receiving Party") shall keep confidential and not disclose to third parties any information related this AGREEMENT, except for disclosures to Authorized Parties or as otherwise required by law; and provided that MEMBER authorizes TCAP to provide Energy Manager and REP with any relevant information concerning MEMBER's account, usage and billings. The provisions of this Section 7 apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this AGREEMENT for a period of two (2) years. "Authorized Parties" means those respective officers, directors, employees, agents, representatives and professional consultants of MEMBER and TCAP and each of their respective affiliates that have a need to know the confidential information for the purpose of evaluating, performing or administering this AGREEMENT.

SECTION 8 PARAGRAPH HEADINGS:

The paragraph headings contained in this AGREEMENT are for convenience only and shall is no way enlarge or limit the scope or meaning of the various and several paragraphs.

SECTION 9 COUNTERPARTS:

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 10 DEFINITIONS:

- "Annual Adjustment" shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to Power Project settlements, if applicable. For those MEMBERS that participate in SHP, the Annual Adjustment shall also include (i) adjustments related to the loss factor for each specific ERCOT zone and (ii) adjustments related to load reconciliation as determined by TCAP, the Energy Manager and the REP.
- "Energy Manager" means the wholesale market participant selected by TCAP to conduct SHP procurements at TCAP's direction, in accordance with Section 5A and Section 7 of this Agreement. The Energy Manager may sell all or a portion of the required wholesale energy to TCAP or TCAP's REP.
- "Power Project" means a power generation project identified by TCAP to supply electric energy to one or more TCAP Members.
- "Project Addendum" means the Addendum for a Power Project, if any, signed and attached as an Exhibit to MEMBER'S CESA.
- "QSE Services Fee" means the QSE Services Fee in affect during the Delivery Term, as agreed between TCAP and Energy Manager.
- "Quarterly Adjustment" shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to (i) ERCOT zonal congestion charges and (ii) ancillary services charges and other charges imposed by governmental agencies or ERCOT upon wholesale suppliers or REPs under statutes, regulations or courts for services within ERCOT zones. Said charges or refunds will be proportional to MEMBER's relative contribution to TCAP load within specific ERCOT zones.
- "Retail Electric Provider" or "REP" means the Retail Electric Provider that is party to (i) the REP Services Agreement with TCAP and (ii) the CESA between itself and MEMBER for the provision of retail electric service.
- "Strategic Hedging Program" or "SHP" means an energy procurement strategy approved by TCAP's Board of Directors, overseen by TCAP's designated consultants, and administered by TCAP's appointed Energy Manager, whereby wholesale energy is solicited and procured at agreed upon intervals, as directed by TCAP.

EXECUTED on this the <u>5th</u> day of <u>October</u>, <u>2020</u>.

MEMBER:
Зу:
Printed Name:
Title:
ГСАР:
Ву:
Printed Name:
F:41a.

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the "Agreement"), is entered into between Gexa Energy, LP ("Gexa"), a Texas limited partnership, and City of Rockwall ("Customer"). Gexa and Customer may be referred to individually as a "Party" or collectively as the "Parties".

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

- **1.1 Appointment and Scope.** Customer appoints Gexa as its Retail Electric Provider ("REP") for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s) in accordance with the terms set forth in this Agreement, including the Terms and Conditions of Service set forth in Attachment A. Customer's appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.
- 1.2 Agreement to Purchase. Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer's exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a "Scheduling Failure") the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer's needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.
- 1.3 Membership in TCAP. Customer is a current member of the Texas Coalition for Affordable Power, Inc. ("TCAP"), and has entered into the Professional Services Agreement (the "PSA") authorizing the purchase of wholesale energy on behalf of the Customer by TCAP and/or TCAP's Energy Manager. Such wholesale energy purchases will affect the calculation of the Energy Price throughout the Term of this Agreement as described in Section 2. If, at any time during the Term, Customer elects to participate in a Power Purchase Agreement with a project to be developed for TCAP's members, and executes the Project Addendum for such project, then the Project Addendum will be attached hereto as Schedule I. Notwithstanding Customer's TCAP membership status, Customer agrees to fulfill all of its obligations under this Agreement, the PSA and, if applicable, the Project Addendum throughout the Term of this Agreement.

1.4 Term.

- (a) Effective Date and Termination Date. Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date and Terminating on the Termination Date, as further defined in this Section 1.4(a) (such period, the "Term"). The Effective Date will occur either (i) on the date occurring on or after the Expected Start Date stated in Attachment B on which each such ESI ID is enrolled with Gexa's service for any new customer, or (ii) if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer's prior Agreement with Gexa. Gexa shall continue to provide retail electric service to each ESI ID unless or until the Customer gives notice to TCAP and Gexa of its intent to terminate its membership with TCAP ("Termination Notice"). The Termination Date will occur on each respective ESI ID meter read date during the last month of the calendar year for which electricity has been purchased on Customer's behalf by either TCAP or the Energy Manager in accordance with the PSA prior to the Termination Notice, except that in no event will the Term exceed beyond December 31, 2037. For avoidance of doubt, the Termination Date for each respective ESI ID shall be the sooner to occur of (i) the meter read date occurring in the last month of the calendar year for which electricity has been purchased by either TCAP or the Energy Manager on behalf of the Customer prior to the Termination Notice or (ii) the meter read date occurring in December 2037. As a result of variations in the timing of the Effective Date described in this Section 1.4 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.
- (b) Delayed Effective Date. Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 21st day after the Expected Start Date until the Effective Date (the "Delayed Effective Date Period"), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the "Delayed Effective Date Electricity Amount"). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a)

the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its current REP during that period in connection with the affected ESI ID(s); provided, that Gexa shall not be required to provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

- (c) Service After Term. If, for any reason, service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.
- 1.5 Modifications to ESI IDs. Gexa shall work with Customer in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change ("ESI ID Change Notice") . If such change to the ESI ID is expected to occur prior to the first month of any calendar year for which the Energy Price has been established as of the date of the ESI ID Change Notice, in accordance with Section 2.1 (a) of this Agreement, such notice shall include Customer's election of the "Special Load Threshold," as defined below, which will apply to such change in load. If, in Gexa's reasonable judgment, i) the addition is a separately metered load which does not exceed the applicable Special Load Threshold; or ii) does not result in a net increase in excess of the applicable Special Load Threshold for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load which exceeds the applicable Special Load Threshold, or results in a net increase in excess of the applicable Special Load Threshold after consideration of any contemporaneous offsetting load decreases, Gexa shall provide service to that ESI ID and shall determine any incremental charge or credit to provide service to any changed ESI IDs. Gexa shall apply such charge or credit to the affected ESI IDs, after such charges have been reviewed by TCAP. "Special Load Threshold" shall mean additional peak demand that is reasonably expected during the first twelve months following commercial operations to exceed, at Customer's election, either (i) 0.25 MW at any time or an annual average load of 0.125 MW or (ii) 1.0 MW at any time or an annual average load of 0.5 MW. Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

- (a) If Customer has elected to fix all or a portion of the Energy Price for a fixed term by providing an Authorized Election Form to TCAP in accordance with the PSA, the Energy Price shall equal the fixed price as determined by TCAP in accordance with the PSA, and the Authorized Election Form. Any portion of the Energy Price that is not fixed shall be noted in the Authorized Election Form, and shall be settled with Customer in accordance with Section 2.2 of this Agreement. If Customer has not made such an election, the Energy Price shall be determined in accordance with the PSA, as follows:
 - (i) TCAP shall periodically solicit, or direct its designated Energy Manager to solicit, wholesale energy market quotes, and may direct the Energy Manager to transact at the lowest of the market quotes obtained for the purpose of serving customer's load, in accordance with the PSA (each such transacted quote, a "Wholesale Transaction").
 - (ii) Once TCAP has directed its Energy Manager to enter into Wholesale Transactions sufficient to serve Customer's load for a given calendar year, Energy Manager and TCAP shall establish the Energy Price for that Calendar Year in accordance with those procedures outlined in the PSA, which Customer hereby acknowledges it has reviewed and accepted. TCAP shall set the Energy Price for a given Calendar Year no later than nine (9) months prior to the start of such Calendar Year. If Customer elects to participate in a project and executes the Project Addendum, the Energy Price shall include an estimate of the Project Settlement for each month of the Calendar Year in accordance with the Project Addendum.
- (b) For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

2.2 Energy Price Adjustments.

- (a) Energy Manager shall have the right to reconcile the revenues received from the Customer with Energy Manager's Supplier Cost on (i) a quarterly basis, by determining the Quarterly Adjustment in the manner specified in the PSA and (ii) on an annual basis, by determining the Annual Adjustment in the manner specified in the PSA. The Quarterly Adjustment and Annual Adjustment may be either a charge or a credit, and shall be collected from or remitted to Customer, as appropriate, in the manner specified in the PSA.
- (b) TCAP and Energy Manager may mutually agree to fix certain component charges comprising Customer's Energy Price for a given Calendar Year, if TCAP determines that fixing these charges is likely to benefit Customer. Charges that are fixed by TCAP and Energy Manager for a given Calendar Year shall not be included in the calculation of either the Quarterly Adjustment or the Annual Adjustment for such Calendar Year, in accordance with the PSA.
- 2.3 Additional Pass-Through Charges. Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes. Pass-Through charges may include charges related to amounts owed to Gexa and/or Wholesale Supplier in accordance with Section 1.3.
- **2.4 Tax Exempt Status.** Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

SECTION 3: BILLING AND PAYMENT

- 3.1 Billing and Payment. Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.
- **3.2 Project Settlement Agent Services.** Gexa shall remit the total Project Settlement to the Project on a monthly basis, in accordance with the REP Services Agreement.
- 3.3 Late Penalties, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary for Customer to determine the accuracy of the invoice available to Customer during normal business hours; provided, however that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.
- **3.4 Aggregator Fees**. Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "**Aggregator Fee**"). Customer shall pay the Aggregator Fee. The initial TCAP Aggregation Fee is \$0.001 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.
- 3.5 Billing Guarantee. Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

- **4.1 Customer Information.** By entering into this Agreement and appointing Gexa as Customer's agent for electricity service, Customer authorizes Gexa to obtain certain information that Gexa may need to provide Customer's electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information from Customer's TDSP, and Customer further authorizes its TDSP to release that information to Gexa.
- **4.2 Deposits and Other Security.** A Party (the "Requesting Party") may require the other Party (the "Providing Party") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party (collectively, "Performance Assurance") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill by more than seven days more than twice during the past twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier; or, if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

SECTION 5: EARLY TERMINATION; DAMAGES

- **5.1 Cancellation by Customer for Insufficient Appropriations.** If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement (an "Appropriations Failure"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa under this Agreement, including the Customer Early Termination Damages.
- Customer Early Termination Damages. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.5, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the sum of (a) the Retail Termination Payment, (b) the QSE Services Termination Payment, (c) the Quarterly and Annual Adjustment Payment, and (d) the Wholesale Transaction Termination Payment, as each of these terms are defined below (the sum total of these, the "Customer Early Termination Damages"). The "Retail Termination Payment" shall equal the product of (a) the Expected Usage for each ESI ID subject to Customer's cancelation or refusal of electric supply delivery ("Customer Terminated Usage") multiplied by (b) the sum of (i) the Aggregator Fee and (ii) the REP Services Fee specified in the REP Services Agreement. The "QSE Services Termination Payment" shall equal the product of (a) the Customer Terminated Usage grossed up for losses multiplied by (b) the QSE Services Fee, as defined in the PSA. The "Quarterly and Annual Adjustment Payment" shall be calculated by the Energy Manager in accordance with the PSA, and shall include any Quarterly and Annual Adjustment amounts for electricity provided to the Customer under this Agreement prior to the termination of this Agreement, which have not yet been charged or credited to Customer, as appropriate. For avoidance of doubt, the Quarterly and Annual Adjustment Payment may be either a charge or a credit to Customer, as calculated in accordance with the PSA. If the Customer Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.
- **5.3 Termination for Wholesale Supply Failure**. If, during the Term, the Wholesale Transactions are terminated as a result of a default by the Energy Manager ("Wholesale Supply Failure"), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Termination Payment if required by Section 5.5.
- **5.4 Gexa Early Termination Damages**. Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the product of (i) the Expected Usage for each ESI ID subject to

Gexa's cancellation or refusal of electric supply delivery ("Gexa Terminated Usage") multiplied by (ii) the REP Services Fee specified in the REP Services Agreement (that result the "Gexa Early Termination Damages"). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination Damages, including attorney and consultant fees incurred. Gexa agrees the Gexa Early Termination Damages are a reasonable estimate of the damages due Customer for failure to deliver electric supply, and are not punitive in nature.

5.5 Wholesale Transaction Termination Payment. If the Wholesale Transactions are terminated then Gexa shall calculate the portion of the termination payment paid under each Wholesale Transaction attributable to Customer's load. The termination payment under each Wholesale Transaction shall be calculated by subtracting the Wholesale Supplier's actual cost for the portion of the Wholesale Transaction still outstanding for the remainder of the Term from the current market value of comparable electric energy futures contracts. Energy Manager, in its sole discretion, shall determine the current market value of a comparable electricity futures contract within three (3) business days of the termination of a Wholesale Transaction, and shall be either (i) the value of the Wholesale Transaction actually sold to a third-party market participant or (ii) a third-party market quote for a comparable electricity energy future contracts. Energy Manager shall sum Customer's prorata share of each termination payment for each Wholesale Transaction attributable to Customer's Load to determine a total Wholesale Transaction Termination Payment under this Agreement (the "Wholesale Transaction Termination Payment"). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If the Wholesale Transaction Termination Payment is negative, Customer shall pay Gexa the Wholesale Transaction Termination Payment. If the Wholesale Transaction Termination Payment is positive, Gexa shall pay Customer the Wholesale Transaction Termination Payment. To the extent a termination payment due from Gexa to the Energy Manager is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from the Energy Manager. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from the Energy Manager that include amounts due Customer.

SECTION 6: NOTICES AND PAYMENT

6.1 General Notice. Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer (type customer address below):
 City of Rockwall
 385 S. Goliad Street
 Rockwall, Texas 75087
- b. If to Gexa: Gexa Energy, LP 20455 State Highway 249, Suite 200 Houston, Texas 77070
- **6.2 Payments.** The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:
 - a. If to Customer (type customer address below):
 City of Rockwall
 385 S. Goliad Street
 Rockwall. Texas 75087

b. If to Gexa: Gexa Energy, LP 20455 State Highway 249, Suite 200 Houston, Texas 77070

SECTION 7: DEFINITIONS

- **7.1 Definitions.** In addition to terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. All other capitalized terms not otherwise defined shall have the meanings given them in the following documents, with any conflicting definitions contained in those documents applied in the following order: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.
- 1. "Actual Usage" means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
- 2. "Delivery Charges" means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
- 3. "**EEI Master Agreement**" mean an EEI Master Agreement between Gexa and the Energy Manager governing the Wholesale Transactions entered into by the Energy Manager in accordance with Section 2.1 and transferred by the Energy Manager to Gexa.
- 4. "Effective Date" means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer's REP to such ESI ID to Gexa.
- 5. **"Electricity Related Charges"** means, unless noted otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
- 6. **Energy Manager**" means the wholesale market participant designated by TCAP to perform the services described in the PSA.
- 7. "Energy Price(s)" means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
 - 8. "ERCOT" means the Electric Reliability Council of Texas.
- 9. "ERCOT Protocols" means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
- 10. "ESI ID(s)" means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.5.
- 11. "Expected Usage" means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term as outlined in Section 1.4.
 - 12. "kWh" means kilowatt hour.
- 13. "LMP" or "Locational Marginal Price" means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.

- 14. "Market Rate" means 135% of the load-weighted average of the hourly LMPs at the corresponding load zone, as determined for any delivery period.
- 15. "Nodal Market" means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.
- 16. "Nodal Congestion" means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.
- 17. "Non-Recurring Charges" means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer's electric service.
 - 18. "PUCT" means Public Utility Commission of Texas.
- 19. "Project Settlement Payment" means the Project Settlement Payment as defined in the Project Addendum, attached as Schedule I to this Agreement.
- 20. "QSE Services Fee" means the fee owed from Customer to Gexa, and remitted from Gexa to Energy Manager, for QSE Services performed by Energy Manager for the Term, as mutually agreed between TCAP and Energy Manager, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The QSE Services Fee shall be included in the Energy Price for the Term.
- 21. "REP Services Agreement" means the REP Services Agreement currently in effect during the Term, as amended from time to time, between Gexa and TCAP.
- 22. "REP Services Fee" means the fee owed from Customer to Gexa, for REP services rendered during the Term, as mutually agreed between TCAP and Gexa, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The REP Services Fee shall be included in the Energy Price for the Term.
- 23. "Taxes" means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.
- 24. "TCAP" means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.
- 25. "TDSP" or "Transmission and Distribution Service Provider" means an entity regulated by the State of Texas, which transmits or distributes electric energy.

Attachments:

Attachment A
Attachment B (for new TCAP Customers only)

Terms and Conditions of Service Offer Sheet (ESI ID list and Expected Start Date)

CUSTOMER (type Customer name in field below):	GEXA: Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC
Ву:	Ву:
Printed:	Printed:
Title:	Title:
Date:	Date:

Terms and Conditions of Service Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A. REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to delivery under this Agreement.

A.2 Gexa's Representations and Warranties. As a material inducement to entering into this Agreement, Gexa represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending.

A.3 Forward Contract. (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("CUSTOMER PROTECTION RULES") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED

BY APPLICABLE LAW. CUSTOMER FURTHER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. The electricity delivered is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer's ESI ID(s). Once the electric energy is delivered to Customer's ESI ID(s) it is deemed in possession and control of Customer. ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer ("**Force Majeure Event(s)**") may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer meter read data available), accidents, strikes, labor troubles, required maintenance work, events of "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer's facilities, or any cause beyond such Party's control. The Parties agree that Appropriations Failures and Scheduling Failures are not Force Majeure Events.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer recieves a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description the information sought prior to Customer's release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, comercial, or financial information. With the exception of the preceding disclosures pursuant to public infromation laws, a Party (that party, the "Receiving Party") shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the "Disclosing Party") except for disclosures to Authorized Parties or as required by law. "Confidential Information" means information in written or other tangible form which is marked as "Confidential" when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer's account and billings. "Authorized Parties" means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties' affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

D. DEFAULT AND REMEDIES

D.1 Events of Default. An event of default ("**Event of Default**") means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any undisputed amount if that payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or

acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by the Energy Manager under the Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period.

E. MISCELLANEOUS PROVISIONS

- **E.1 Disclaimer.** This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties are limited to those set forth in this Agreement.
- **E.2 Headings.** The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.
- **E.3 Waiver.** Except as otherwise provided, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.
- **E.4 Assignment.** Except as provided in the REP Services Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations purusant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.
- **E.5** No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggegator Fee
- **E.6 Severability.** If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.
- **E.7 Entire Agreement; Amendments.** This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.
- **E.8 Further Assurances.** The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.
- **E.9 Emergency, Outage and Wire Service.** In the event of an emergency, outage or service need, Customer shall call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.
- **E.10 Customer Care.** Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. 8:00 p.m. CST and Saturday from 8:00 a.m. 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

E.11 Governing Law.

- a. This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to the State of Texas conflict of laws provisions.
- **b.** All disputes between the Parties under this Agreement which are not otherwise settled will be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes are governed under the laws of the State of Texas.

- c. Subject to the provisions of E.11.a. above, this Agreement is subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "Applicable Law").
- **E.12 No Presumption Against Drafting.** Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement does not apply to this Agreement.
- **E.13 Counterparts; Facsimile Copies.** This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.
- **E.15 Offer for Electric Service; Refusal of Service.** This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.



MEMORANDUM

TO: Honorable Mayor and City Council Members

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

DATE: October 2, 2020

SUBJECT: Updates to YAC Program

Staff has included in Monday's meeting packet a resolution that updates existing Youth Advisory Council (YAC) bylaws. The main purpose is to add provisions related to adult participation in the YAC (i.e. requiring annual criminal/sex offender background checks, detailing expectations for student interactions, overnight trip stays, etc.). Also included for Council approval are various release/waiver/indemnification forms as well as a medical-related information form. The language within the resolution as well as each of the forms have been provided by City Attorney, Frank Garza.

As was indicated last month when this information was initially brought to Council for review, staff did mail these documents out and solicit input from parents of existing YAC members; however, so far, staff has not heard received any comments in return.

Council is asked to consider approval of the resolution and new YAC Program forms at this time.

CITY OF ROCKWALL RESOLUTION NO. 20-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, REPEALING RESOLUTION NO. 14-05 IN ITS ENTIRETY AND ESTABLISHING UPDATED, REVISED BYLAWS FOR THE YOUTH ADVISORY COUNCIL (YAC) OF THE CITY OF ROCKWALL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rockwall, Texas finds that modifications to the existing bylaws of the Youth Advisory Council are in the best interest of students participating in the program;

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

SECTION 1. That the City Council of the City of Rockwall hereby repeals Resolution No. 14-05 in its entirety, which established revised bylaws for the City of Rockwall Youth Advisory Council (YAC).

SECTION 2. That a new set of bylaws are heretofore adopted as set forth below:

I. CREATION

There will be an established Youth Advisory Council (YAC) for the City of Rockwall, which shall be sponsored by the City of Rockwall.

II. APPOINTMENT OF MEMBERS & ADULT ADVISORS / LIAISONS

The Youth Advisory Council shall consist of no less than nine (9) youth members and no less than one adult advisor(s). Adult advisors shall be faculty for any school serving students living in the City of Rockwall. The schools shall be asked to appoint adult advisors and notify the City of their appointments.

The city council shall designate at least one of its members to serve as a liaison to the YAC. The City Secretary of Rockwall or her designee shall serve as an advisor and staff liaison to the Youth Advisory Council.

All Youth Advisory Council Members shall be selected via an open application process. Applications must be submitted through the City Secretary's Office. Deadlines for submitting applications shall be established by the City Secretary's Office. To be eligible for membership, potential candidates must be at least freshman level students residing within the City of Rockwall. The Rockwall City Secretary, City Council (or designated member(s) of the Council) and the City Manager and/or her designee shall interview applicants wishing to serve on the Youth Advisory Council.

Selection will be based on the following: (1) residency requirements – the student must reside within the corporate city limits of the City of Rockwall or be financially sponsored by either the government of the jurisdiction in which they live, by an individual or by a group; (2) strength of the candidate's application and letter(s) of recommendation; (3) schedule and availability of the candidate; (4) candidate's willingness to commit the time and effort required to participate in the program; and (5) the candidate's performance in the interview process. Preference will be given to those students residing within the City of Rockwall. Once the interview panel has made its selections, it will present the recommended candidates to the full City Council for consideration. The Rockwall City Council will make final selection decisions regarding candidates. Appointments to the YAC shall be made by the City Council whenever vacancies exist.

III TERMS & OFFICERS

Youth Advisory Council members shall be reappointed annually until which time as they either graduate from high school or are no longer willing or able to remain actively involved in serving on the YAC. All Youth Advisory Council members shall serve at the pleasure of the Rockwall City Council. The Youth Advisory Council shall include a chair, vice-chair, secretary and historian, all of whom shall be selected annually by members of the Youth Advisory Council.

IV. ATTENDANCE

Members of the Rockwall Youth Advisory Council are expected to take their appointment to the YAC seriously through display of leadership, courtesy, punctuality, and consistent attendance. YAC members are asked to attend all regularly-scheduled, monthly YAC meetings as well as any additional YAC-related events which may be scheduled throughout the school year. Absence from more than two scheduled YAC meetings or events during a school year may operate to vacate a member's seat, unless such absences are excused by an adult advisor at least seventy-two hours (72 hours) in advance of said, scheduled meeting or event. Should absenteeism become excessive ("excessive" here is defined as missing more than two YAC meetings or events during the course of a school year), the YAC member in question may be called before his or her fellow YAC members to give an account for his / her absenteeism. It shall then be up to the discretion of the remaining YAC members to determine, through deliberation and majority vote, if the YAC member shall remain in his / her position on the YAC or be recommended for removal from YAC for the remainder of the school year. Recommendations from the YAC regarding removal of a fellow member due to excessive absenteeism shall be submitted to the Rockwall City Council for final determination and disposition.

V. OBJECTIVE AND DUTIES

It shall be the purpose of the Rockwall Youth Advisory Council to educate youth about local government, to provide participation by local youth in municipal government and to routinely report thereon to the Rockwall City Council. Members of the YAC may take initiatives directed toward effective change that benefit local youth and provide positive community impact through organized participation in various city sponsored activities and events. The Youth Advisory Council shall be consultative in nature and, may be charged with evaluating issues relevant to youth and submitting recommendations to the Rockwall City Council and other pertinent parties for advisement or consideration.

Specifically, the Rockwall Youth Advisory Council may be responsible for the following:

- A. Promoting participation in and understanding of local government by youth.
- **B.** Working, as necessary, with certain special events, projects, and fundraisers.
- **C.** Periodically attending Rockwall City Council and other Board and Commission meetings to better understand local government operations.
- **D.** "Shadowing" Rockwall City Councilmembers and certain City staff in order to better understand their roles in serving citizens and setting policy.
- **E.** Conducting "pseudo" city council meetings on an 'as needed' basis to obtain feedback from youth in the community related to issues of concern to them or related to Council assigned projects.
- **F.** Monitoring municipal programs and Boards/Commissions Agenda topics in regard to their bearing on youth in the Rockwall community.
- **G.** Making recommendations to the Rockwall City Council relative to programs and activities affecting youth in the community.
- **H.** Providing access for comment and input from the youth of the Rockwall community.
- **I.** Performing other duties as assigned by the Rockwall City Council, designated council liaison, City Manager, or staff liaison.

VI. EVALUATION

The Staff liaison for the YAC shall, on an annual basis, conduct a short survey of YAC members to obtain feedback related to the program. The results of this survey along with a summary of the YAC's yearly events and accomplishments shall be presented to the City Council for review during the summer months. Any recommendations related to the program may be discussed and considered by Council and Staff at this time each year.

VII. GUIDELINES FOR ADULT PARTICIPATION IN THE YAC

These guidelines are adopted in an effort to protect participants in YAC, especially during overnight trips.

Adopted Guidelines:

- **A.** All potential volunteer chaperones must be at least 25 years of age or older.
- **B.** All potential volunteer chaperones should be the parent or guardian of a member of the Youth Advisory Council, or members of City staff or City Council.

- **C.** All volunteer chaperones must undergo a criminal background check using a criminal history database for each volunteer's permanent residence.
- **D.** All volunteer chaperones must undergo a sex offender background check using the sex offender registry available at Texas Department of Public Safety- Crime Records Service.
- **E.** The background check and sex offender registry check shall be completed annually to ensure strict compliance.
- F. A volunteer chaperone shall be disqualified from service if the person has the following types of convictions or deferred adjudications: a misdemeanor or felony under Texas Penal Code Title 5 (Offenses Against the Person), Title 6 (Offenses Against the Family), Chapter 29 (Robbery) of Title 7, Chapter 43 (Public Indecency) or §42.072 (Stalking) of Title 9, §15.031 (Criminal Solicitation of a Minor) of Title 4, §38.17 (Failure to Stop or Report Aggravated Sexual Assault of Child) of Title 8, or any like offense under the law of another state or under federal law.
- **G.** If selected, the volunteer chaperone must attend a detailed pre-trip briefing outlining the logistics and health and safety protocols of the trip.
- **H.** The student to volunteer chaperone ratio shall not exceed 8 students to 1 chaperone.
- **I.** Volunteer chaperones must take precaution not to be alone with a student for both the safety of the child as well as the chaperone.
- **J.** Volunteer chaperones should also avoid one-on-one digital contact with a student through games, social media, etc. Chaperones are expected to copy another chaperone, staff or council member on all digital communications with a student.
- **K.** In the event of overnight stays, the volunteer chaperone(s) should not retire their room for the night until all the minors / students are accounted for and in their assigned rooms.

SECTION 3. That this Resolution shall become effective immediately upon passage and approval and it is so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, this $\underline{5}^{th}$ day of $\underline{October}$, $\underline{2020}$.

	Jim Pruitt, Mayor	
ATTEST:	o r. and, mayor	
Kristy Cole, City Secretary		



RELEASE AND INDEMNIFICATION AGREEMENT FORM

City of Rockwall's Youth Advisory Council Participation/Travel

Name of Activity: Youth Advisory Co	ouncil (YAC) Act	ivity Date(s): Oc	tober 2020	- June 2021	
GENERAL PROGRAM DESCRIPT Various monthly meetings for YAC, which PARTICIPANT INFORMATION:		ilities, buildings, pa	rks, etc. or re	elated social e	events
Name:]	Date of Birth:			
Address:	City	State:	Zip C	Code:	<u>—</u>
Phone #:	Email:				
PARENT/GUARDIAN INFORMAT	ION FOR MINOR PA	ARTICIPANTS-U	nder 18 ye	ears of age:	
Name:	Rel	ationship:			<u> </u>
Address:	City	State:	Zip	Code:	Phone
#:	Alternate Phor	ne #:			
Email:					

1. Acknowledgment of Terms of Participation and Risks.

- **A.** I am the above-named participant who is eighteen years of age or older, (or the Parent/Guardian of the above-named participant who is under eighteen years of age), and I fully understand and hereby acknowledge that the City of Rockwall ("City") volunteer activities and/or City facilities or property tours (hereinafter, the "City Activities") have inherent risks, dangers, and hazards, and that my own or my child's participation in City Activities may result in injury, illness, or personal property damage; and
- **B.** These risks may be the result of inherent risks from participating in City Activities located indoors or outdoors or may be caused by the actions of the City, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, donors and if applicable, owners and lessors of premises used to host activities; and
- C. I am fully aware of risks and hazards connected with participating in the City Activities. Further, I am fully aware that there may be risks and hazards <u>unknown</u> to me or the City that are associated with participating in City Activities, and I hereby have voluntarily applied to participate in (or give my participant permission to engage in) the above City Activities. I acknowledge that the nature of the City Activities may expose me (or my participant) to hazards or

risks that may result in my (or participant's) illness, personal injury, and/or personal property damage, and I understand and appreciate the nature of such hazards and risks.

2. Assumption of Risks and Release and Waiver from Liability/Duty to Indemnify City.

- A. IN CONSIDERATION OF MY (OR THE PERMISSION I GIVE MY PARTICIPANT IN) TAKING PART IN THE CITY ACTIVITY, I HEREBY VOLUNTARILY ACCEPT AND ASSUME FULL RESPONSIBILITY OF ANY AND ALL RISKS TO MY (OR MY PARTICIPANT'S) HEALTH AND OF MY (OR HIS/HER) ILLNESS, PERSONAL INJURY, DEATH OR PERSONAL PROPERTY DAMAGE THAT MAY RESULT FROM SUCH PARTICIPATION AND I HEREBY WAIVE AND RELEASE THE CITY, THEIR OFFICERS, OFFICIALS, AGENTS, AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, DONORS AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO HOST ACTIVITIES, INSURERS, (HEREINAFTER REFERRED TO COLLECTIVELY AS "RELEASEES") FROM ANY AND ALL LIABILITY TO ME (OR PARTICIPANT), MY (OR PARTICIPANT'S) PERSONAL REPRESENTATIVES, ESTATE, HEIRS, NEXT OF KIN, AND ASSIGNS FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION FOR LOSS OF OR DAMAGE TO MY (OR PARTICIPANT'S) PROPERTY AND FOR ANY AND ALL ILLNESS OR INJURY TO MY (OR PARTICIPANT'S) PERSON THAT MAY RESULT FROM OR OCCUR DURING MY (OR PARTICIPANT'S) PARTICIPATION IN CITY ACTIVITIES, WHETHER CAUSED BY ACTIONS OF THE CITY, THEIR OFFICERS, OFFICIALS, AGENTS, AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, DONORS AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO HOST ACTIVITIES, OR OTHERWISE.
- **B.** I FURTHER AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM, FROM ANY LOSS, LIABILITY FOR INJURY OR DEATH OF ANY PERSON(S) AND DAMAGE TO PROPERTY THAT MAY RESULT FROM MY (OR PARTICIPANT'S) NEGLIGENT OR INTENTIONAL ACT OR OMISSION WHILE PARTICIPATING IN THE DESCRIBED CITY ACTIVITY.
- C. I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR PARTICIPANT'S ILLNESS, INJURY, DEATH OR DAMAGE TO PARTICIPANT'S PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED CITY ACTIVITIES AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR ILLNESS, INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY PARTICIPANT'S NEGLIGENT OR INTENTIONAL ACT OR OMISSION.
- 3. It is my express intent that this Agreement shall bind me, my spouse and any other members of my or my spouse's family, if I am alive, and my heirs, next of kin, and assigns, if I am deceased, and shall be deemed as a Release, Waiver, Indemnity, Discharge and Covenant Not to Sue as to the above-named

O	´ •	and complete consideration full out of this Agreement shall be I	•
Participant's Signature:	Date :	City Witness Signature:	Date:
Parent/Guardian Signature	Date:	City Witness Signature	Date:

Releasees.

City of Rockwall's Release of Participant's Pictures & Video

AUTHORIZATION FOR RELEASE OF PHOTOGRAPHS	S
I,, authorize the City of Rockwall to use photographs of	hlet, brochure,
 ☐ Yes, I <u>do</u> agree with the conditions stated above. ☐ No, I <u>do not</u> agree with the conditions stated above. 	
PARENT/GUARDIAN SIGNATURE FOR ABOVE STATEMENT	TS
Parent/Guardian Signature	

City of Rockwall's Release of Participant for Travel in a Private or Public Vehicle

In consideration for the City of Rockwall Youth Advisory Council granting permission for my child(ren) to travel to and or from City Activities in a vehicle not owned and operated by the City or ride with a vehicle owned and operated by the City.

- 1. I hereby **release**, **waive**, **discharge and covenant not to sue** the City, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, donors and if applicable, owners and lessors of premises used to host activities, or otherwise any driver of my child(ren) (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child(ren) or me, or any of the property belonging to me, as result of, or in any way arising out of my child(ren) traveling to and or from City Activities in a vehicle not owned or operated by the City or while riding in a vehicle owned or operated by the City.
- 2. I voluntarily assume full responsibility for any risks of loss.
- 3. I further hereby **agree to indemnify and hold harmless** the **releasees** from any loss, liability, damage or costs due to my child(ren) traveling to and or from City Activities in a vehicle not owned and operated by the City or while riding in a vehicle owned or operated by the City.
- 4. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed and enforced in accordance with the laws of the state of Texas.
- 5. **In signing this release, I acknowledge and represent that** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed.

6. Child(ren):	,		
Signature of Parent/Guardian:	Date:	Time:	



CITY OF ROCKWALL ACTIVITY PARTICIPATION RELEASE, WAIVER OF LIABILITY & INDEMNITY AGREEMENT

In consideration for the City of Rockwall ("City") allowing my child to participate in City Activities, including without limitation, **Youth Advisory Council**, which may include City facility or property tours (hereinafter, the "City Activities") with the **City of Rockwall, Texas**, I hereby agree to the terms of this release, waiver and indemnity agreement ("Agreement") as follows:

A. Acknowledgement of Terms of Participation and Risks

- 1. I fully understand and hereby acknowledge that City Activities may have risks, dangers and hazards and that my child's participation in City Activities may result in injury; and
- 2. I am fully aware of risks and hazards connected with participating in the City Activities. Further, I am fully aware that there may be risks and hazards unknown to me or the City that are associated with participating in City Activities, and I hereby elect to voluntarily participate in the City Activities, to enter upon City property and engage in City Activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me or my child.

B. Assumption of Risks

 I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY THAT MAY BE SUSTAINED BY ME OR MY CHILD, OR ANY LOSS OR DAMAGE TO PROPERTY OWNED BY ME OR MY CHILD, AS A RESULT OF PARTICIPATING IN CITY ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASES, AS HEREINAFTER DEFINED, OR OTHERWISE.

C. Release and Waiver from Liability/Duty to Indemnify City

- 1. I, on behalf of myself, my child, my personal representatives, my equipment, my heirs and assigns, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE CITY, ITS OFFICERS, SERVANTS, AGENTS, EMPLOYEES, CONTRACTORS AND INSURERS (HEREINAFTER REFERRED TO COLLECTIVELY AS "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATING TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR MY CHILD, OR TO ANY PROPERTY BELONGING TO ME OR MY CHILD, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, WHILE PARTICIPATING IN CITY ACTIVITIES, OR WHILE IN, ON OR UPON ANY PREMISES WHERE THE CITY ACTIVITIES ARE BEING CONDUCTED, WHILE IN TRANSIT TO OR FROM THE PREMISES, OR IN ANY PLACE OR PLACES CONNECTED WITH THE CITY ACTIVITIES.
- 2. I FURTHER HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM, FROM ANY LOSS, LIABILITY, DAMAGE OR COSTS THEY MAY INCUR DUE TO MY OR MY CHILD'S PARTICIPATION IN CITY ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES, OR OTHERWISE.
- 3. It is my express intent that this Agreement shall bind me, my spouse and any other members of my family, my heirs, assigns and personal representative.
- 4. In signing this release, I further acknowledge and represent that:
 - A. I have read the foregoing Agreement, understand it, and sign it voluntarily as my own free act and deed:

- B. No oral representation, statements or inducements, apart from the foregoing terms of this Agreement have been made;
- C. I am at least eighteen (18) years of age and fully competent or, if a minor, my parent(s) or guardian(s), by their signatures below, indicate they have fully read and understand this Agreement and indicate, on behalf of their minor child, their full and unqualified consent to the terms of this Agreement;
- D. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same;
- E. Venue for any dispute arising out of this Agreement shall be Rockwall County, Texas; and
- F. IN ADDITION TO THE ABOVE, BY SIGNING BELOW, I ALSO HEREBY AUTHORIZE THE CITY TO USE ANY PHOTO OR VIDEO ACQUIRED DURING CITY ACTIVITIES FOR PROMOTIONAL PURPOSES.

I have read this Agreement and by signing it agree with its terms. It is my intention to exempt and relieve the City of Rockwall from any and all liability related to my/my minor child's participation in City Activities.

PARTICIPANT:			
Printed Name	Signature	 Date	
PARENT / GUARDIAN (If Participant is unde			
Printed Name	 Signature	 Date	



NOTICE AND ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

The City of Rockwall's **Youth Advisory Council** ("YAC") is hereby providing notice to the undersigned that it intends to reactivate City Activities and trips. I understand that YAC cannot protect me and/or my family or others from risks which may be encountered as a result of my attendance in YAC activities and trips. I realize there are natural, mechanical, and environmental conditions and hazards which independently or in combination with any activities engaged in while participating in this program may result in the exposure to certain risks including exposure to coronavirus (**COVID-19**), or other biological agents, virus or similar bacteriological agents, and the risk of being quarantined, or illness that may result in medical care, hospitalization or death.

In consideration of being allowed to participate in YAC and related activities and trips, the undersigned acknowledges, appreciates, and agrees that:

- 1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19.
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE ACTIONS OF THE CITY OF ROCKWALL, THEIR OFFICERS, OFFICIALS, AGENTS, AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, DONORS AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO HOST EVENTS, ACTIVITIES, OR TRIPS ("RELEASEES"), and assume full responsibility for my participation.
- 3. I willingly agree to comply with all stated and customary terms and conditions for participation as regards protection against infectious diseases. If I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest supervisor immediately.
- 4. I, for myself and on behalf of my heirs, assigns, and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE RELEASEES, WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, OR DEATH, WHETHER ARISING FROM THE ACTIONS OF RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW AND UNDERSTAND THE CONTENTS THEREOF. I SIGN THIS RELEASE VOLUNTARILY AS MY OWN FREE ACT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, INTENDING TO BE LEGALLY BOUND THEREBY.

Name of Participant:	
Participant Signature:	
Parent Signature (if Participant under 18):	
Date Signed:	



CITY OF ROCKWALL'S YOUTH ADVISORY COUNCIL (YAC) PROGRAM APPLICANT AND CONFIDENTIAL MEDICAL INFORMATION

PLEASE READ THE FOLLOWING INFORMATION CARFEULLY.

AS A CITY OF ROCKWALL'S YAC MEMBER, PARENT OR GUARDIAN I UNDERSTAND THAT: The information requested on this form is intended to help inform staff of any pre-existing medical conditions. *This information will be kept in strict confidence and will only be shared with your permission*. The City requests the information below so that, in case of emergency, we will have accurate information so that we can provide and/or seek appropriate treatment. If your minor child has any medical issue that is not requested below, but which you think is important, please include that information.

PART 1. GENERAL INFORMATION

Participant Name:		Address:		
Date of Birth//_				
Parent/Legal Guardian Name: _		En	nail:	
Street Address:				
City:	S	tate:	Zip:	
Cell Phone:				
Please list two emergency cont	acts:			
Emergency Contact #1 Name	Home Phone #	Work Phone #	Cell Phone #	Relation
Emergency Contact #2 Name	Home Phone #	Work Phone #	Cell Phone #	Relation
PART 2. MEDICAL INFORM	IATION			
If you are uncertain about any with your own physician prior answer yes to any of the follow additional paper if needed.	to participating i	n YAC. Please a	nswer all of the	questions. If you
Physician's Name:		Ph	one Number:	
Are you up to date with immuni	zations required by	your school (circ	le one): Yes	No

a copy of the back and front of your insurance card:	
Company Name:	Policy Number:
Address:	
For the following, circle appropriate response and explain as appr	opriate:
Does the Participant have any medical conditions that may limit YAC	participation?
Yes No If yes, identify and explain:	
Does the Participant have allergies or reactions to medications or insect	t stings/bites?
Yes No If yes, identify and explain:	
Does the Participant have a medical condition(s) with which City should	d be aware?
Yes No If yes, identify and explain:	
PART 3. AUTHORIZATION FOR MEDICAL CARE Unless prior arrangements have been made, medical needs will be handl traveling, the City Program Staff will select qualified facility. In onecessary, parents will be contacted for approval when possible. Howe be provided, we are required to have a medical release signed by the perform services unless this medical release form is signed.	cases where medical attention is ver, before medical treatment can
	ealth care that may occur during

Please indicate the health insurance policy number, name, and address of company. Please also include

PLEASE READ: As a participant, parent or guardian I understand and acknowledge that my failure to disclose relevant information may result in harm to myself/my child and/or others during City Activities. By signing my name, I represent and warrant that I have provided all materials and important information to the City pertaining to my child's medical, mental and physical condition and that it is accurate and complete. I agree to notify the City of any changes in my/my child's mental, physical or medical condition prior to my child's scheduled City Activity.

By revealing or disclosing the above medical information, it will <u>not</u> be used by City personnel or employees to determine my child's ability to participate safely in activities. I understand that, if my

child chooses to participate in activities, he/she does so voluntarily and of his/her own accord and the final decision regarding participation is solely the responsibility of my child and myself.

SIGNATURE IS REQUIRED:

PARTICIPANT:

Printed Name
Signature
Age
Date

PARENT / GUARDIAN:
(If Participant is under the age of 18)

Signature
Date

PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 18



CITY OF ROCKWALL'S ACTIVITY PARTICIPATION MEDICATION PRESCRIBER / PARENT AUTHORIZATION

Activity Name(s): Youth Advisory Coun	cil (YAC) program	
Date(s): October 2020 - June 2021	Time(s): Various	·
PARTICIPANT INFORMATION		
Participant Name:Street Address:		
Zip: Home Phone: Email:	Work Phone:	Cell Phone:
NO, my child does not need to ta a City Activity. (Go to Section C) YES, my child will need to take		
Activity.	prescription medication v	vinic pur desputing in a city
This form must be completed fully in a required medication to themselves. completed for each Youth Program at each time there is a change in dosage a licensed health care authorization, sign	A new medication admitended by the participant, or time of administration of	inistration form must be for each medication, and of a medication. Requires
 Prescription medication must be prescriber. Containers must hold only the attending the City Activity. All prescription medications, inclinated allergies; diabetes; or epconditions that the Participant of written authorization to do so at 	amount required for the ting the distribution of the distribution	me the participant will be itions such as food, drug or the City Activity under the delivery of medication with
A. PRESCRIBER AUTHORIZATION PRESCRIPTION MEDICATION	N FOR SELF-ADMINSTE	RATION OF
Medication Name:	Dose:	

Is the Participant capable of self-manage care? (circle one) Yes No
If yes - complete Section B. below. If no - complete the following:
Condition for which medication is being administered:
Specific Directions (e.g. on empty stomach/with water, etc.)
Time/Frequency of Administration:
Medication shall be administered from to
Special Storage Requirements:
B. PARENT/GUARDIAN AUTHORIZATION, WAIVER AND CONSENT FOR SELF-ADMINSTRATION OF PRESCRIPTION MEDICATION
I authorize and recommend self-medication by my child for the above medication. I also affirm that he/she has been instructed in the proper self-administration of the prescribed medication by his/her attending physician. I shall indemnify and hold harmless the City, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, donors and if applicable, owners and lessors of premises used to host activities against any claims that may arise relating to my child's self-administration of prescribed medication(s).
I/We have legal authority to consent to medical treatment for the participant named above, including the administration of medication at the above referenced City Activity.
Parent/Guardian Signature: Date:
C. PARENT/GUARDIAN AUTHORIZATION, WAIVER AND CONSENT FOR OVER- THE-COUNTER MEDICATION
Over-the-Counter (OTC) Medication may at times be administered, if the youth participant's parent or guardian indicates approval. Please complete the following section to save time if your child needs any of these OTC medications during his/her stay. Note: Unless we have parental authorization, we cannot administer ANY medication.
NO, my child does not need to take any OTC medication YES, my child may need to take OTC medication. If yes, complete the section below:
I hereby authorize that the following medications may be given to(Participant's Name) if the need arises. You may dispense only those checked below:

	nd care, first aid as directed.	(antiseptic, anti-itch, anti-sting,
antibiotic, sunburn) Tylenol/Acetaminophen	as directed	
-	pray as directed for sore throa	at
	eatment as directed for athlete	
Kaopectate or Imodium f		5 1001.
•		stomach or nausea as directed.
	reflux, heartburn or indigest	
Benadryl for swelling, hi		
•	_	allergy relief per instructions.
	_	rs or canker sores as directed.
Swimmer's ear drops as of		is of culture soils as all culture.
Medicated powder for sk		
Robitussin or other cougl		
Calamine lotion for bug l		
Other (list any other app		
of the above over-the-counte	r medications that are not che	s develop requiring treatment with any ecked. ily kept on hand and available to be
administered immediately.		in the second se
shall indemnify and hold employees, other participar applicable, owners and less	harmless the City, their nts, sponsoring agencies, sp ors of premises used to hos	ons to my child as indicated above. I officers, officials, agents, and/or onsors, advertisers, donors and if t activities against any claims that above indicated over-the-counter
_		nt for the participant named above, ferenced City Activity location.
Parent/Guardian Signature: _		Date:
Home Phone:	Work Phone:	Cell Phone:



MEMORANDUM

TO: Rick Crowley, City Manager

CC: Honorable Mayor and City Council

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

DATE: October 5, 2020

SUBJECT: BOARD / COMMISSION / COMMITTEE APPTS.

Attachments

Avenetti Application

Summary/Background Information

At the last city council meeting, the following individuals were appointed to serve on the "Diverse History" ad hoc committee, and there are two, vacant seats that still need to be filled:

- Kathy Krikorian
- Adan Tovar
- Donna Jacobs
- Carolyn Holt
- Coleman Taylor

There is one vacancy to be filled on the ART Commission (Sweet's vacated seat - moved out of the city). Councilmember Macalik is the liaison to this board.

There is one vacancy to be filled on the ARB (Deckard's vacated seat - moved to P&Z). Councilmember Daniels would like to recommend that this vacancy be filled by Quint Avenetti. Additional information regarding Mr. Avenetti is attached for review.

Action Needed

Council is asked to consider filling these vacancies.

Contact Information	
Name	Quint Avenetti
Address	
City, St, Zip	Rockwall, TX 75087
Home Phone	
Cell Phone	
Email	

Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

I am a retired Marine Corps Officer of 28 years service, and currently am Vice President for Navmar Applied Sciences Corp (Aerospace Defense). Since retirement from the Marine Corps in 2008 my family and I have lived in Rockwall. I have served actively in the local American Legion (Executive Committee member-at large), Military Order of the World Wars (Adjutant), Marine Corps League (Sr. Vice Commandant) and most significantly as a Scoutmaster for Rockwall Boy Scout Troop 989 where I mentored 35 local teen boys to Eagle Scout. I am a published author of two books, one on building a strong value system and character in teenagers, the other a book on character and values for elementary children. I was recently recognized by the Marine Corps Law Enforcement Foundation with the 2019 Semper Fidelis Award (service based award). Comprehensively, I am a man of service and the Avenetti family is a family of service. I would consider it an honor to serve my fellow citizens of Rockwall.

Registered Voter

Are you a	registered	voter of	the City	of Rock	wall?

Yes



Building Inspections Department <u>Monthly Report</u>

August 2020

Permits

Total Permits Issued: 248

Building Permits: 35 Contractor Permits: 213

Total Commercial Permit Values: \$4,605,165.00

Building Permits: \$3,364,515.00 Contractor Permits: \$1,240,650.00

Total Fees Collected: \$294,303.58

Building Permits: \$250,849.03 Contractor Permits: \$43,454.55

Board of Adjustment

Board of Adjustment Cases 0

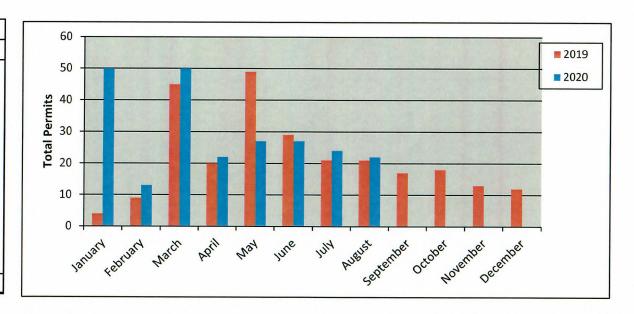
City of Rockwall PERMITS ISSUED - Summary by Type and Subtype For the Period 8/1/2020 to 8/31/2020

Type/Subtype	# of Permits Issued	Valuation of Work	Fees Charged
Commercial Building Permit	50	\$4,605,165.00	\$141,611. <u>0</u>
Addition	2	80,450.00	
Certificate of Occupancy	8	80,430.00	967.00
Electrical Permit	5	24 000 00	600.00
Fence Permit	1	24,000.00	1,881.50
Irrigation Permit	3	60,000.00	50.00
New Construction		8,650.00	13,334.05
Plumbing Permit	2 4	3,284,065.00	116,267.72
Pool		40,150.00	768.25
Remodel	2	62,000.00	245.75
Retaining Wall Permit	5	680,900.00	5,496.75
Roofing Permit	1	30,000.00	50.00
Sign Permit	1	298,000.00	75.00
	11	36,950.00	900.00
Temporary Certificate of Occupancy	5		975.00
Residential Building Permit	198		\$152,692.5
Accessory Building Permit	6		524.40
Addition	3		450.00
Concrete Permit	7		885.20
Deck Permit	2		250.00
Demolition	1		50.00
Electrical Permit	3		
Fence Permit	41		325.00
Irrigation Permit	18		2,050.00
Mechanical Permit	20		1,350.00
New Construction	22		2,500.00
Outdoor Kitchen Permit	1		132,639.91
Patio Cover/Pergola	13		50.00
Plumbing Permit	21		1,661.60
Pool	15		1,575.00
Remodel	5		2,275.00
Retaining Wall Permit	3		4,041.88
Roofing Permit	11		150.00
Solar Panel Permit	3		825.00
Window & Door Permit	3		939.57
	· ·		150.00
Totals:	248		\$294,303.58
			Ψ 2 0-1,000.0

New Residential Permits

Calendar Year

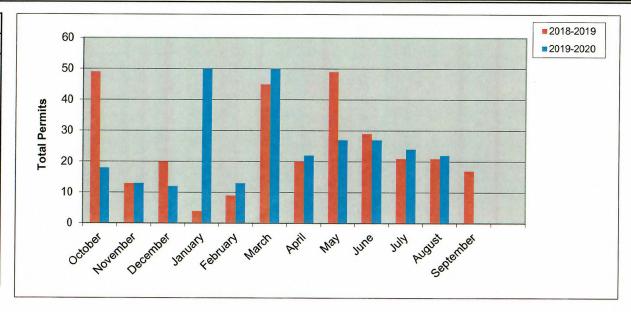
Year		
	2019	2020
January	4	50
February	9	13
March	45	50
April	20	22
May	49	27
June	29	27
July	21	24
August	21	22
September	17	
October	18	
November	13	
December	12	
Totals	258	235



New Residential Permits

Fiscal Year

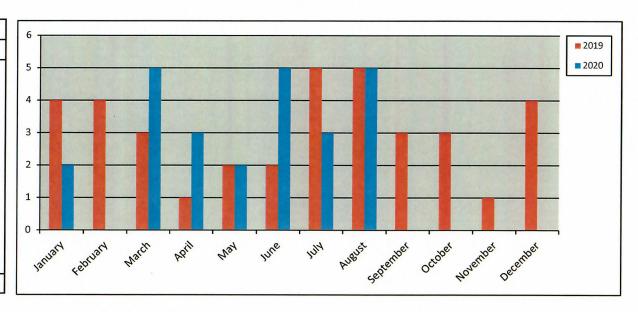
	Year		
	2018-2019	2019-2020	
October	49	18	
November	13	13	
December	20	12	
January	4	50	
February	9	13	
March	45	50	
April	20	22	
May	49	27	
June	29	27	
July	21	24	
August	21	22	
September	17		
Totals	297	278	



Residential Remodel Permits

Calendar Year

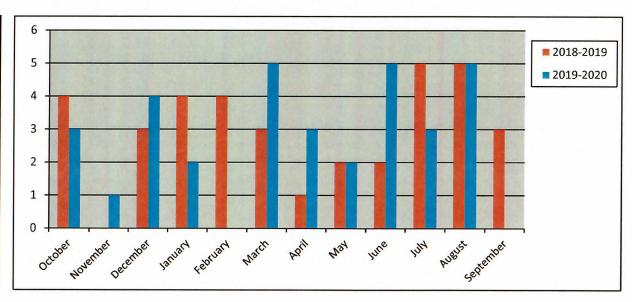
Year		
	2019	2020
January	4	2
February	4	0
March	3	5
April	1	3
May	2	2
June	2	5
July	5	3
August	5	5
September	3	
October	3	
November	1	
December	4	
Totals	37	25



Residential Remodel Permits

Fiscal Year

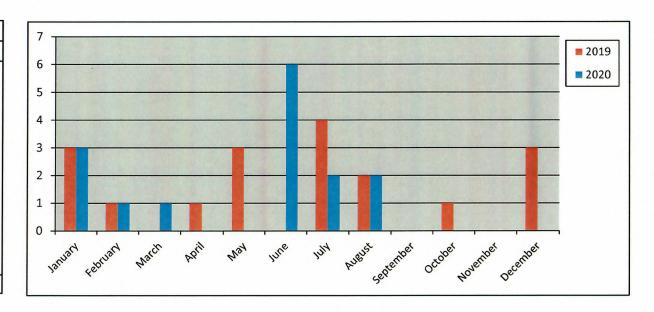
	Year	
	2018-2019	2019-2020
October	4	3
November	0	1
December	3	4
January	4	2
February	4	0
March	3	5
April	1	3
May	2	2
June	2	5
July	5	3
August	5	5
September	3	
Totals	36	33



New Commercial Permits

Calendar Year

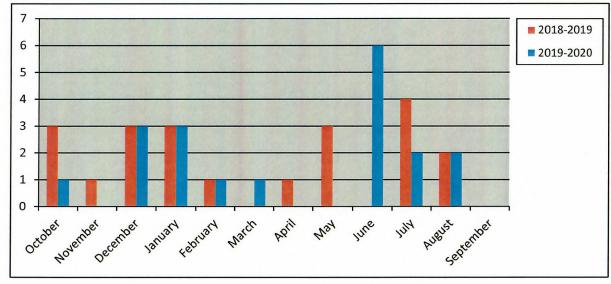
Year		
	2019	2020
January	3	3
February	1	1
March	0	1
April	1	0
May	3	0
June	0	6
July	4	2
August	2	2
September	0	
October	1	
November	0	
December	3	
Totals	18	15



New Commercial Permits

Fiscal Year

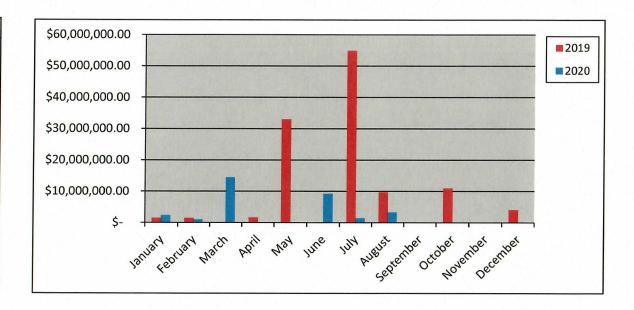
Year		
	2018-2019	2019-2020
October	3	1
November	1	0
December	3	3
January	3	3
February	1	1
March	0	1
April	1	0
May	3	0
June	0	6
July	4	2
August	2	2
September	0	
Totals	21	19



New Commercial Value

Calendar Year

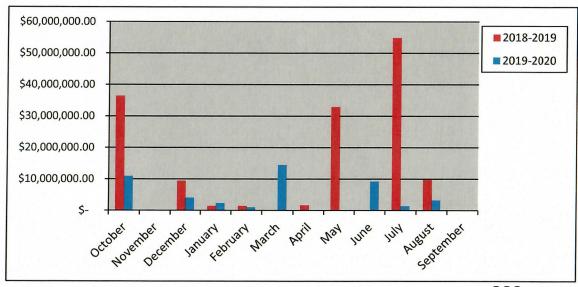
	Year	
	2019	2020
January	\$ 1,530,000.00	\$ 2,375,000.00
February	\$ 1,500,000.00	\$ 995,000.00
March	- Carlotte -	\$ 14,500,000.00
April	\$ 1,700,000.00	
May	\$ 32,969,700.00	
June	\$ - 1	\$ 9,244,001.00
July	\$ 54,900,000.00	\$ 1,445,000.00
August	\$ 9,736,987.00	\$ 3,284,065.00
September	\$ 	
October	\$ 11,000,000.00	
November		
December	\$ 4,100,000.00	
Totals	\$ 117,436,687.00	\$ 31,843,066.00



New Commercial Value

Fiscal Year

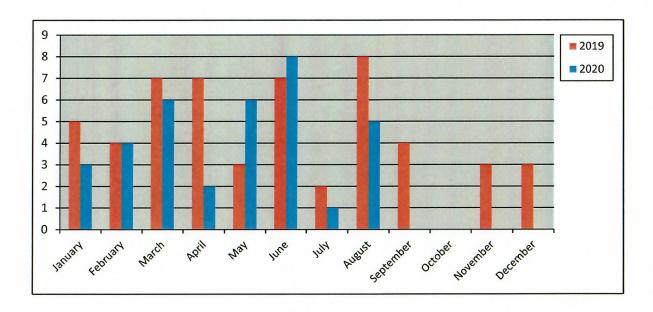
	Year	
	2018-2019	2019-2020
October	\$ 36,425,000.00	\$ 11,000,000.00
November	\$ 180,000.00	
December	\$ 9,427,800.00	\$ 4,100,000.00
January	\$ 1,530,000.00	\$ 2,375,000.00
February	\$ 1,500,000.00	\$ 995,000.00
March	- Table	\$ 14,500,000.00
April	\$ 1,700,000.00	-
May	\$ 32,969,700.00	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
June	\$	\$ 9,244,001.00
July	\$ 54,900,000.00	\$ 1,445,000.00
August	\$ 9,736,987.00	\$ 3,284,065.00
September	\$ · · · · · · · · · · · · · · · · · · ·	
Totals	\$ 148,369,487.00	\$ 46,943,066.00



Commercial Remodel Permits

Calendar Year

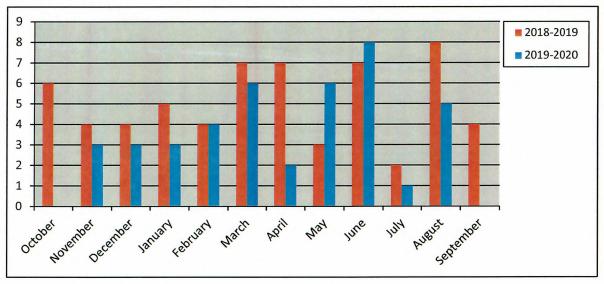
	Year	
	2019	2020
January	5	3
February	4	4
March	7	6
April	7	2
May	3	6
June	7	8
July	2	1
August	8	5
September	4	
October	0	
November	3	
December	3	
Totals	53	35



Commercial Remodel Permits

Fiscal Year

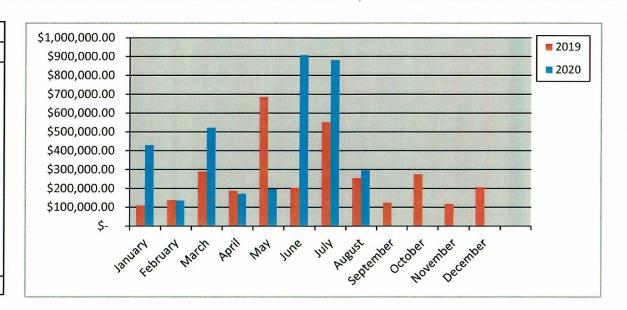
	Year	
	2018-2019	2019-2020
October	6	0
November	4	3
December	4	3
January	5	3
February	4	4
March	7	6
April	7	2
May	3	6
June	7	8
July	2	1
August	8	5
September	4	
Totals	61	41



Total Fees Collected

Calendar Year

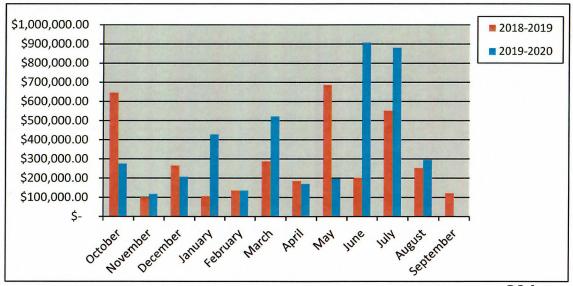
	Year	
	2019	2020
January	\$ 108,325.23	\$ 427,697.11
February	\$ 137,260.79	\$ 134,061.03
March	\$ 288,576.03	\$ 521,238.63
April	\$ 186,555.47	\$ 169,632.18
May	\$ 685,938.85	\$ 196,119.77
June	\$ 203,335.14	\$ 906,969.19
July	\$ 551,248.76	\$ 880,396.43
August	\$ 254,601.49	\$ 294,303.58
September	\$ 123,811.68	
October	\$ 274,121.49	
November	\$ 116,656.13	
December	\$ 205,859.61	
Totals	\$ 3,136,290.67	\$ 3,530,417.92



Total Fees Collected

Fiscal Year

	Year	
	2018-2019	2019-2020
October	\$ 645,511.95	\$ 274,121.49
November	\$ 99,983.92	\$ 116,656.13
December	\$ 266,328.43	\$ 205,859.61
January	\$ 108,325.23	\$ 427,697.11
February	\$ 137,260.79	\$ 134,061.03
March	\$ 288,576.03	\$ 521,238.63
April	\$ 186,555.47	\$ 169,632.18
May	\$ 685,938.85	\$ 196,119.77
June	\$ 203,335.14	\$ 906,969.19
July	\$ 551,248.76	\$ 880,396.43
August	\$ 254,601.49	\$ 294,303.58
September	\$ 123,811.68	
Totals	\$ 3,551,477.74	\$ 4,127,055.15



Page 1

City of Rockwall

8:37:19AM

PERMITS ISSUED

For the Period 8/1/2020 to 8/31/2020

Permit Number Application Date Issue Date	Permit Type Subtype Status of Permit	Site Address Parcel Number Subdivision Name Plan Number	Valuation	Total Fees Total SQFT	Fees Paid
CO2020-0041	Commercial Building Permit				
08/18/2020	Certificate of Occupancy	1020 La Jolla Pointe Dr,		\$75.00	\$75.00
08/18/2020	ISSUED	Rockwall, TX 75087		8,400.00	
Contact Type	Contact Name	Contact Address			
Owner	Clay Shipman	742 Ridgehollow	Heath	TX	75032
Applicant	Clay Shipman	742 Ridgehollow	Heath	TX	75032
Business Owner	Clay Shipman	742 Ridgehollow	Heath	TX	75032
Business Owner	Shipman Fire	1020 La Jolla Pointe	Rockwall	TX	
Contractors					
CO2020-0045	Commercial Building Permit				
08/19/2020	Certificate of Occupancy	2500 Summer Lee Dr.		\$75.00	\$75.00
00/40/0000	•	Rockwall, TX 75032			
08/19/2020	ISSUED	Nochwall, 1X 73032		218,012.00	
Contact Type	Contact Name	Contact Address			
Owner	Harbor Urban Center LLC	5339 Alpha Road Suite 300	Dallas	TX	75240
Applicant	Harbor Urban Center LLC	5339 Alpha Road Suite 300	Dallas	TX	75240
Business Owner	Harbor Urban Center LLC	5339 Alpha Road Suite 300	Dallas	TX	75240
Business Owner Historical	Harbor Urban Center LLC	5339 Alpha Road Suite 300	Dallas	TX	75240
Contractors	Melissa Chavez				
CO2020-0049	Commercial Building Permit				
08/11/2020	Certificate of Occupancy	1307 Ridge Rd 1105,		\$75.00	\$75.00
08/11/2020	ISSUED	ROCKWALL, TX 75087			
	100025			2,291.00	
Contact Type	Contact Name	Contact Address			
Owner	Carter Blood Care	2205 Hwy 205, Ste. 1215	Bedford	TX	76021
Business Owner	Carter Blood Care	1307 Ridge Rd, Ste. 1105	ROCKWA		75087
Historical	Juan Santiago, Project	Abstract Construction			
Contact	Engineer				
Contractors	Jeffrey Ryan	2205 Highway 121 South	Rockwall	TX	75087
COM2020-1361	Commercial Building Permit				
06/15/2020	Certificate of Occupancy	1920 Alpha Drive,		\$75.00	\$75.00
08/03/2020	ISSUED	Rockwall, TX 75087		6,042.00	
Contact Type	Contact Name	Contact Add			
Business Owner	Julia McKinney	Contact Address 1920 Alpha Drive			
Property Owner	Julia McKinney	1920 Alpha Drive	Rockwall	TX	75087
Contact	BRENT HUDSON	1920 Alpha Drive	Rockwall	TX	75087

City of Rockwall

8:37:19AM PERMITS ISSUED

For the Period 8/1/2020 to 8/31/2020

rty City Corporation van Dyer	ontact Address 41100 Plymouth Rd. Suite 101 959 E. Interstate 30, Suite 105	Plymouth Rockwall	\$75.00 9,584.00 MI TX	\$75.00 48170 75032
act Name Control Contr	ontact Address 41100 Plymouth Rd. Suite 101 959 E. Interstate 30, Suite 105		9,584.00 MI TX	48170
act Name Control Con	ontact Address 41100 Plymouth Rd. Suite 101 959 E. Interstate 30, Suite 105		MI TX	
rty City Corporation van Dyer Illoween City mercial Building Permit porary Certificate of Occupancy	41100 Plymouth Rd. Suite 101 959 E. Interstate 30, Suite 105		TX	
ran Dyer Illoween City mercial Building Permit porary Certificate of Occupancy	959 E. Interstate 30, Suite 105		TX	
lloween City mercial Building Permit porary Certificate of Occupancy	1565 AIRPORT RD,	Rockwall		75032
mercial Building Permit porary Certificate of Occupancy	1565 AIRPORT RD,	Rockwall		75032
porary Certificate of Occupancy	The state of the s			
porary Certificate of Occupancy	The state of the s			
	The state of the s		\$300.00	\$300.00
			21,598.00	
act Name Co	ontact Address			
		Rockwall	TX	75087
se Grilliti	PO Box 2290	Rockwall	TX	75087
mercial Building Permit				
ficate of Occupancy	4035 N. Goliad St		\$75.00	\$75.00
ED	Rockwall, TX 75087		1,080.00	
act Name Co	ontact Address			
		Rockwall	TX	75087
	1035 N. Golaid St.	Rockwall	TX	75087
mercial Building Permit				
	912 N GOLIAD ST		\$75.00	\$75.00
ED	ROCKWALL, TX 75087		2,711.00	
oct Name Co	entact Address			
NJA WEST 9		ROCKWAI	LL TX	75087
ja & Mike West g	912 N. Goliad St	Rockwall	TX	75087
	Lucas se Griffith mercial Building Permit ficate of Occupancy ED act Name	Lucas se Griffith PO Box 2290 mercial Building Permit ficate of Occupancy ED contact Address la S. Rankin la Rankin Real Estate dings, LLC mercial Building Permit ficate of Occupancy 912 N GOLIAD ST, ROCKWALL, TX 75087 Contact Address PO Box 2290 4035 N. Goliad St., Rockwall, TX 75087	Lucas PO Box 2290 Rockwall se Griffith PO Box 2290 Rockwall Rockwall se Griffith PO Box 2290 Rockwall Rockwall Rockwall Rockwall PO Box 2290 Rockwall Rockwall Rockwall Rockwall, TX 75087 Lock Name Contact Address La S. Rankin 4035 N. Goliad St. Rockwall Rockwall Rankin Real Estate Address Rockwall	Lucas PO Box 2290 Rockwall TX see Griffith PO Box 2290 Rockwall TX mercial Building Permit ficate of Occupancy 4035 N. Goliad St., Rockwall, TX 75087 1,080.00 met Name Contact Address la S. Rankin 4035 N. Goliad St. Rockwall TX la Rankin Real Estate 4035 N. Golaid St. Rockwall TX dings, LLC mercial Building Permit ficate of Occupancy 912 N GOLIAD ST, ROCKWALL, TX 75087 2,711.00 ct Name Contact Address NJA WEST 912 N GOLIAD ST, ROCKWALL TX 13.8 Miles West 912 N GOLIAD ST ROCKWALL TX 13.8 Miles West 912 N GOLIAD ST ROCKWALL TX 13.8 Miles West 912 N GOLIAD ST ROCKWALL TX 13.8 Miles West 912 N GOLIAD ST ROCKWALL TX 13.8 Miles West 912 N GOLIAD ST ROCKWALL TX

Page 2

8:37:19AM

City of Rockwall

Page 3

PERMITS ISSUED For the Period 8/1/2020 to 8/31/2020

Permit Number Application Date Issue Date	Permit Type Subtype Status of Permit	Site Address Parcel Number Subdivision Name Plan Number	Valuation	Total Fees Total SQFT	Fees Paid
COM2020-2656	Commercial Building Permit				
08/05/2020	Temporary Certificate of Occup	pancy 4035 N Goliad St,			
08/06/2020	ISSUED	Rockwall, TX 75087		1,080.00	
Contact Type	Contact Name	Contact Address			
Business Owner Property Owner	Carla S. Rankin Carla Rankin Real Estate Holdings, LLC	4035 N Goliad St 4035 N. Golaid St.	Rockwall Rockwall		75087 75087
Contractors	nolaligo, EEO				
COM2020-2949	Commercial Building Permit				
08/19/2020	Certificate of Occupancy	811 E Yellowjacket Ln.		\$75.00	\$75.00
08/27/2020	ISSUED	#102, Rockwall, TX 75087		1,000.00	
Contact Type	Contact Name	Contact Address			
Business Owner Property Owner	Michael Holleman Landlow, LLC.	811 E. Yellowjacket Ln. Suite 102 811 W. Yellowjacket Ln.	2 Rockwall Rockwall	TX TX	75087 75087
Contractors					
COM2020-2963	Commercial Building Permit				
08/19/2020	Certificate of Occupancy	6519 Horizon Rd.,		\$75.00	\$75.00
08/27/2020	ISSUED	Rockwall, TX 75032		6,380.00	
Contact Type	Contact Name	Contact Address			
Business Owner Property Owner	Jeffrey G. Johnson J/T Real Estate Holdings, LLC.	6519 Horizon Rd. 8355 Walnut Hill Lane #100	Rockwall Dallas	TX TX	75032 75243
Contractors					
COM2020-2994	Commercial Building Permit				
08/20/2020	Temporary Certificate of Occupa	ancy 2300 DISCOVERY BLVD,		\$300.00	\$300.00
08/26/2020	ISSUED	ROCKWALL, 75032		82,854.00	
Contact Type	Contact Name	Contact Address			
Business Owner Property Owner	SWBC Rockwall, LP SWBC Rockwall, LP	2300 Discovery Blvd.	Rockwall	TX	75032
Contractors	Nookwall, LF	5949 Sherry Ln. Suite 570	Dallas	TX	75225
ГСО2020-0010	Commercial Building Permit				
08/19/2020	Temporary Certificate of Occupa	ancy 501 Industrial Blvd,		\$300.00	\$300.00
08/20/2020	PENDING	Rockwall, TX 75087		79,373.00	

City of Rockwall

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8:37:19AM

PERMITS ISSUED

For the Period 8/1/2020 to 8/31/2020

Permit Number Application Date Issue Date	Permit Type Subtype Status of Permit	Site Address Parcel Number Subdivision Name Plan Number	Valuation	Total Fees Total SQFT	Fees Paid
Contact Type	Contact Name	Contact Address			
Owner	ROCKWALL 12.833 LP	1480 Justin Rd	Rockwall	TX	75087
Historical	Zach Hill	MyCon General Contractors	Rockwall		. 555.
Historical	Shonda Laures	MyCon General Contractors	Rockwall		
Business Owner	SPR Packaging	1480 Justin Rd.	Rockwall	TX	75087
Business Owner	Carolina Molina	1480 Justin Rd.	Rockwall	TX	75087
Owner	SPR Packaging	1480 Justin Rd.	Rockwall	TX	75087
Applicant	Zach Hill	MyCon General Contractors	Rockwall	17	10001
Contractors					

Total Valuation:

% Votal Fees: \$1,575.00 Total Fees Paid: \$1,575.00

13



PARTICIPATION



OUTDOOR DAY AT PHELPS LAKE - AUGUST 28TH ATTENDANCE 150



GO OUTSIDE AND PLAY



GO OUTSIDE AND PLAY

MONTHLY OVERVIEW	AUG '20
Part Time Labor Hours	111.5
Program Offerings	1
Program Participants	150
Resident Participants	100
Non-Resident Participants	50
Programs that Made	1
Cancelled Programs	0
% of Programs Cancelled	0%

FEE BASED RESIDENT VS NON-RESIDENT

1 program

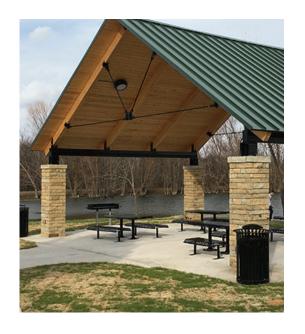
66%

34%

RENTALS



НМСС			AUG '20
	Time Blocks Rent	ed 3	3
	Monthly Reven	ue	51320
33 Rentals	_ ACTIVITY BY TIM		
	_ ACTIVITY BY TIM		5 - 11 PM
33 Rentals	_		5 - 11 PM



Time Blo	cks Rented	21	
Month	Monthly Revenue		
PAVILION RENTAL ACTIVE 21 Rentals 6 AM - 3 PM	/ITY BY TIME BI	LOCK	3 - 11 PM
43%		57 %	

PAVILIONS

AUGʻ20

PARKS



PERSONNEL PROTECTIVE INSTALLATION:

Plexi-glass install for Covid Pandemic at The Center

FACILITY UPGRADE:

66 Boat Ramp Memorial Bench Installation



FACILITY UPGRADE

Hickory Ridge Irrigation Pump Replacement and Breezy Hill Butter Fly Garden Irrigation Expansion



MARKETING

FACEBOOK PAGE LIKES



JUL

GAIN OR LOSS +152

AUG +66

TOTAL LIKES THRU 8/31/2020



14,934

ONLINE REGISTRATION ACCOUNTS THROUGH ACTIVE

JUL

ACCOUNTS **9512**

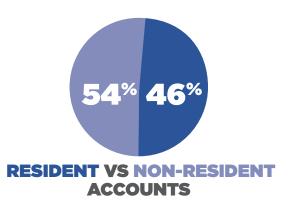
GAIN OR LOSS

+68

AUG

9562

+50



PLAYROCKWALL.COM PERFORMANCE METRICS

PLAYROCKWALL.COM

PAGEVIEWS

Pageviews represent the total individual pages viewed by visitors to playrockwall.com within the month of August 2020.

48,042

SESSIONS

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

10,189

USERS

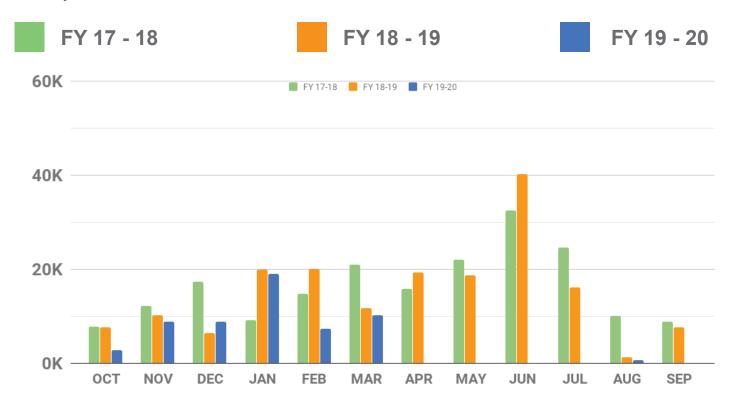
Visitors to playrockwall.com

7,522

REVENUE

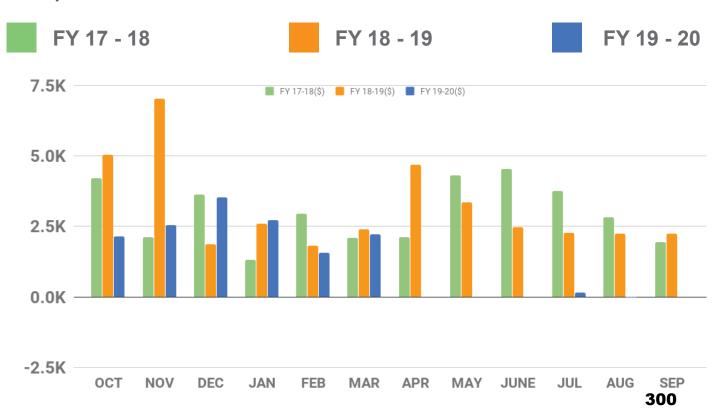
FEE BASED PROGRAM REVENUE BY MONTH

3 fiscal years



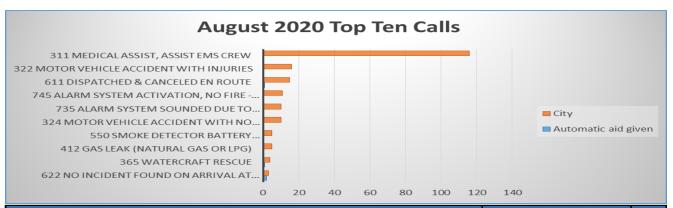
FACILITY REVENUE BY MONTH

3 fiscal years





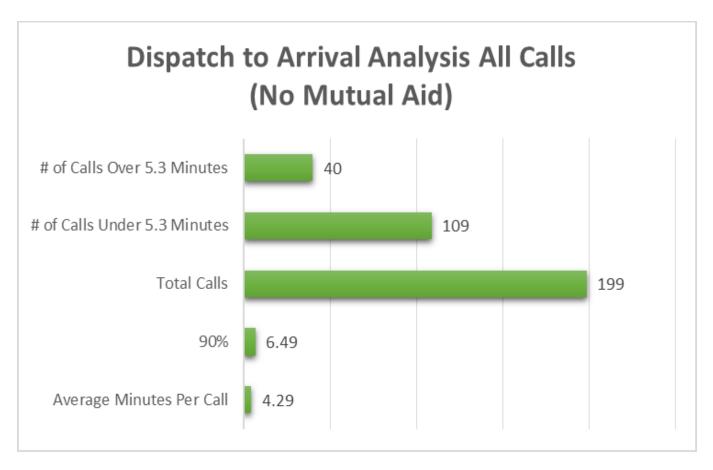
August Monthly Report 2020

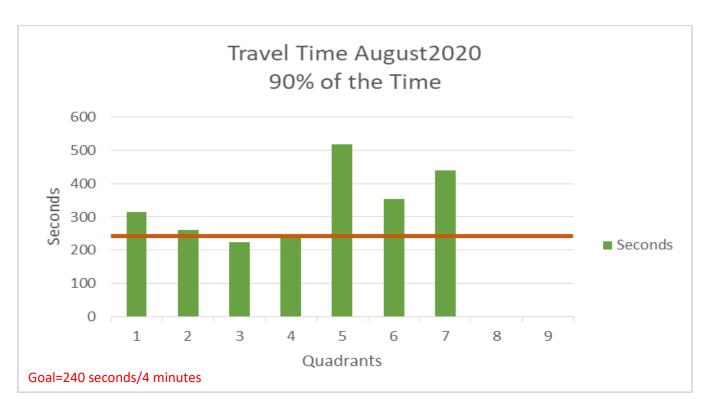


August 2020 - All Calls		
Situation Type	Automatic aid given	City
622 No incident found on arrival at dispatch address	2	3
611 Dispatched & canceled en route	1	15
445 Arcing, shorted electrical equipment	1	2
365 Watercraft rescue	1	4
113 Cooking fire, confined to container		2
462 Aircraft standby		2
740 Unintentional transmission of alarm, other		1
132 Road freight or transport vehicle fire (Commercial Vehicles)		1
550 Smoke Detector Battery Change/Install		5
134 Water vehicle fire		1
731 Sprinkler activation due to malfunction		1
142 Brush or brush-and-grass mixture fire		1
100 Fire, other		1
143 Grass fire		3
522 Water or steam leak		1
151 Outside rubbish, trash or waste fire		1
554 Assist invalid		1
154 Dumpster or other outside trash receptacle fire		2
650 Steam, other gas mistaken for smoke, other		1
160 Special outside fire, other		1
735 Alarm system sounded due to malfunction		10
311 Medical assist, assist EMS crew		116
743 Smoke detector activation, no fire - unintentional		3
322 Motor vehicle accident with injuries		16
111 Building fire		4
324 Motor vehicle accident with no injuries.		10
500 Service Call, other		1
331 Lock-in (if lock out , use 511)		1
531 Smoke or odor removal		1
342 Search for person in water		3
553 Public service		1
352 Extrication of victim(s) from vehicle		1
555 Defective elevator, no occupants		1
651 Smoke scare, odor of smoke		5
118 Trash or rubbish fire, contained		1
652 Steam, vapor, fog or dust thought to be smoke		2
131 Passenger vehicle fire (cars, pickups, SUV's)		1
700 False alarm or false call, other		1
653 Smoke from barbecue, tar kettle		1
411 Gasoline or other flammable liquid spill		1
730 System malfunction, other		1
412 Gas leak (natural gas or LPG)		5
733 Smoke detector activation due to malfunction		3
422 Chemical spill or leak		1
736 CO detector activation due to malfunction		1
424 Carbon monoxide incident		2
741 Sprinkler activation, no fire - unintentional		1
442 Overheated motor		1
745 Alarm system activation, no fire - unintentional		11
443 Breakdown of light ballast		1
444 Power line down		3
Totals	₅ 302	
Totals	3	233

August 2020 Dispatch to Arrival Analysis

	Dispatch to Arrival Analysis-(No Mutual Aid)					
73.87%	On Scene in	5.3	minutes or less	109		
84.92%	On Scene in	6.0	minutes or less	121		
92.96%	On Scene in	7.0	minutes or less	133		
95.48%	On Scene in	8.0	minutes or less	143		
96.98%	On Scene in	9.0	minutes or less	146		
98.99%	On Scene in	11.0	minutes or less	149		
	Total Calls		199			





Travel Time A	nalysis- <u>By Dis</u>	strict ALL C	ALLS- (No Mutua	l Aid)	Total Number of	Average Travel	Percent of Runs
% in 4 min or less	% in 4 min or less All Code 3 Calls-No Cancelled enroute calls			Calls	Time Minutes	per District	
	<u>100s</u>		_				
75%	On Scene in	4.0	minutes or less		63	3.03	32.14%
	<u>200s</u>		_				
86%	On Scene in	4.0	minutes or less		64	2.61	32.65%
	<u>300s</u>						
96%	On Scene in	4.0	minutes or less		23	2.36	11.73%
	<u>400s</u>		_				
86%	On Scene in	4.0	minutes or less		29	3.52	14.80%
	500s						
33%	On Scene in	4.0	minutes or less		6	4.95	3.06%
	600s		-				
0%	On Scene in	4.0	minutes or less		2	6.56	1.02%
	700s		1				
22%	On Scene in	4.0	minutes or less		6	6.86	3.06%
0%	800s On Scene in	4.0	minutes or less		0	0.00	0.00%
U76	900s	4.0	Jiiiiiutes of less		0	0.00	0.00%
0%	On Scene in	4.0	minutes or less		3	1.00	1.53%
				Total Calls	196		



Total Dollar Losses

City of Rockwall

She New Houzon

August 2020

Rockwall Fire Department

Print Date/Time: 09/15/2020 11:12 Login ID: rck\ihatcher

Layer: ΑII Areas: ΑII

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:	\$30,201.00	\$152,200.00	\$0.00	\$219,614.00	\$136,215.00
Total Content Loss:	\$5,001.00	\$91,700.00	\$0.00	\$142,953.00	\$50,500.00
Total Property Pre-Incident Value:	\$400,550.00	\$324,707.00	\$0.00	\$30,909,112.00	\$5,164,756.92
Total Contents Pre-Incident Value	\$235,530.00	\$50,500.00	\$0.00	\$1,378,730.00	\$636,576.35
Total Losses:	\$35,202.00	\$243,900.00	\$.00	\$362,567.00	\$35,202.00
Total Value:	\$636,080.00	\$375,207.00	\$.00	\$32,287,842.00	\$5,801,333.27



Fire Marshal Division

August 2020 Report



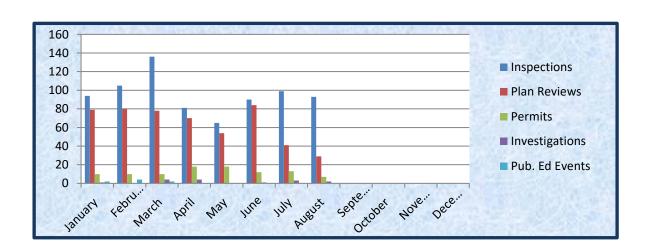
Inspections Conducted		
Total for the Month	93	

Plan Reviews Completed		
Total for the Month	29	

Permits Issued	
Total for the Month	7

Fire Investigations	
Active Investigations	0
Closed Investigations	2
Total for the Month	2

Public Education Events	
Total for the Month	0



Rockwall Police Department Monthly Activity Report

August-2020

ACTIVITY	CURRENT MONTH	PREVIOUS MONTH	YTD	YTD	YTD %
	AUGUST	JULY	2020	2019	CHANGE
		PART 1 OFF	FENSES		
Homicide / Manslaughter	0	0	0	0	0.00%
Sexual Assault	0	1	4	11	-63.64%
Robbery	2	0	9	7	28.57%
Aggravated Assault	3	3	17	19	-10.53%
Burglary	3	8	42	38	10.53%
Larceny	97	73	464	425	9.18%
Motor Vehicle Theft	11	6	51	39	30.77%
TOTAL PART I	116	91	587	539	8.91%
TOTAL PART II	139	141	991	1065	-6.95%
TOTAL OFFENSES	255	232	1578	1604	-1.62%
	A	ADDITIONAL S	TATISTICS		
FAMILY VIOLENCE	9	15	95	137	-30.66%
D.W.I.	9	10	99	132	-25.00%
		ARRES	TS		
FELONY	27	30	219	254	-13.78%
MISDEMEANOR	66	36	390	496	-21.37%
WARRANT ARREST	9	6	75	84	-10.71%
JUVENILE	2	2	33	29	13.79%
TOTAL ARRESTS	104	74	717	863	-16.92%
DISPATCH					
CALLS FOR SERVICE	1567	1633	11266	12168	-7.41%
		ACCIDE	NTS		
INJURY	2	65	92	85	8.24%
NON-INJURY	58	3	345	495	-30.30%
FATALITY	0	0	1	0	100.00%
TOTAL	60	68	438	580	-24.48%
	FALSE ALARMS				
RESIDENT ALARMS	44	41	337	446	-24.44%
BUSINESS ALARMS	122	190	1064	1064	0.00%
TOTAL FALSE ALARMS	166	231	1401	1510	-7.22%
Estimated Lost Hours	109.56	152.46	924.66	996.6	-7.22%
Estimated Cost	\$2,606.20	\$3,626.70	\$21,995.70	\$23,707.00	-7.22%

ROCKWALL NARCOTICS UNIT

Number of Cases	9
Arrests	8
Arrest Warrants	1
Search Warrants	2
	Seized
Hashish	40.6oz
Marijuana	22.4oz
Methamphetamine	46.1g
Steroids	23.3g
THC Oil	51g
Xanex	110 pills

Rockwall Police Department Crime Index

	Total Offenses										
Month	Total Part I Crimes	Total Part II Crimes	Total Crimes								
January-19	65	154	219								
February-19	55	132	187								
March-19	52	153	205								
April-19	51	140	191								
May-19	83	147	230								
June-19	58	109	167								
July-19	96	108	204								
August-19	80	122	202								
September-19	61	173	234								
October-19	63	129	192								
November-19	80	157	237								
December-19	71	157	228								
Totals	815	1681	2496								
January-20	78	130	208								
February-20	70	112	182								
March-20	62	134	196								
April-20	52	78	130								
May-20	56	138	194								
June-20	62	119	181								
July-20	91	141	232								
August-20	116	139	255								
September-20			0								
October-20			0								
November-20			0								
December-20			0								
Totals	587	991	1578								

Crime Index per 1,000 population										
Month	Total Part I Crimes	Population Estimate	Crime Index							
January-19	65	44,123	1.5							
February-19	55	44,188	1.2							
March-19	52	44,257	1.2							
April-19	51	44,350	1.1							
May-19	83	44,425	1.9							
June-19	58	44,542	1.3							
July-19	96	44,632	2.2							
August-19	80	44,658	1.8							
September-19	61	44,710	1.4							
October-19	63	44,767	1.4							
November-19	80	44,924	1.8							
December-19	71	44,966	1.6							
Average	67.9	Average	1.5							
January-20	78	44,982	1.7							
February-20	70	45,044	1.6							
March-20	62	45,124	1.4							
April-20	52	45,186	1.2							
May-20	56	45,261	1.2							
June-20	62	45,318	1.4							
July-20	91	45,367	2.0							
August-20	116	45,413	2.6							
September-20			0.0							
October-20			0.0							
November-20			0.0							
December-20			0.0							
Average	73.4	Average	1.6							

The City of Rockwall Crime Index is calculated by taking the UCR Part I crimes and comparing them with the City of Rockwall's estimated population.

Violent Crimes											
Month	Total Violent Crimes	Population	Crime Index / 1000 population								
January-19	4	44,123	0.09								
February-19	4	44,188	0.09								
March-19	3	44,257	0.07								
April-19	3	44,350	0.07								
May-19	6	44,425	0.14								
June-19	6	44,542	0.13								
July-19	8	44,632	0.18								
August-19	3	44,658	0.07								
September-19	5	44,710	0.11								
October-19	2	44,767	0.04								
November-19	0	44,924	0.00								
December-19	4	44,966	0.09								
Total	48	Average	0.09								
January-20	6	44,126	0.14								
February-20	1	45,044	0.02								
March-20	3	45,124	0.07								
April-20	4	45,186	0.09								
May-20	5	45,261	0.11								
June-20	4	45,318	0.09								
July-20	4	45,367	0.09								
August-20	5	45,413	0.11								
September-20			0.00								
October-20			0.00								
November-20			0.00								
December-20			0.00								
Total	32	Average	0.00								

Duest entry Onlineau											
	Prop	erty Crimes									
Month	Total Property Crimes	Population	Crime Index / 1000 population								
January-19	84	44,123	1.90								
February-19	54	44,188	1.22								
March-19	56	44,257	1.27								
April-19	52	44,350	1.17								
May-19	89	44,425	2.00								
June-19	63	44,542	1.41								
July-19	98	44,632	2.20								
August-19	89	44,658	1.99								
September-19	88	44,710	1.97								
October-19	69	44,767	1.54								
November-19	95	44,924	2.11								
December-19	75	44,966	1.67								
Total	912	Average	1.71								
January-20	87	44,982	1.93								
February-20	81	45,044	1.80								
March-20	68	45,124	1.51								
April-20	57	45,186	1.26								
May-20	68	45,261	1.50								
June-20	70	45,318	1.54								
July-20	107	45,367	2.36								
August-20	126	45,413	2.77								
September-20			0.00								
October-20			0.00								
November-20			0.00								
December-20			0.00								
Total	664	Average	0.00								

Rockwall Police Department

Dispatch and Response Times

August 2020

Police Department

Average	Response	Time
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Priority 1 Number of Calls 127

Call to Dispatch 0:00:45
Call to Arrival 0:06:03
% over 7 minutes 23%

Average Response Time

Priority 2 Number of Calls 282

Call to Dispatch 0:04:19
Call to Arrival 0:12:24
% over 7 minutes 51%

Average Response Time

Priority 3 Number of Calls 82

Call to Dispatch 0:04:08
Call to Arrival 0:15:11
% over 7 minutes 49%

Average dispatch response time goals are as follows:

Priority 1: 1 Minute

Priority 2: 1 Minute, 30 Seconds

Priority 3: 3 Minutes

Rockwall Police Department Harbor District Call For Service August 2020

Incident Number	<u>Date</u>	<u>Time</u>	Common Name	Incident Type	Incident CFS Disposition
2020-00020375	08/01/2020	22:29:28	Hilton Hotel	Assault	Report
2020-00022224	08/25/2020	12:29:08	Hilton Hotel	BMV	Report
2020-00020368	08/01/2020	20:52:40	Hilton Hotel	Criminal Mischief	Citation
2020-00020741	08/07/2020	01:54:03	Hilton Hotel	Disturbance	Arrest
2020-00021342	08/15/2020	05:03:44	Hilton Hotel	Disturbance	No Report
2020-00021402	08/15/2020	22:46:45	Hilton Hotel	Disturbance	No Report
2020-00020816	08/07/2020	21:45:23	The Harbor	Disturbance	Unable to Locate
2020-00021404	08/15/2020	23:41:32	Hilton Hotel	Disturbance	Unable to Locate
2020-00021734	08/19/2020	23:29:09	Hilton Hotel	Disturbance	Unable to Locate
2020-00020917	08/09/2020	15:45:42	Hilton Hotel	Disturbed Person	Arrest
2020-00020378	08/01/2020	22:44:12	Glorias Restaurant	Fraud	No Report
2020-00020631	08/05/2020	13:49:00	En Fuego Tobacco Shop	Fraud	No Report
2020-00021464	08/16/2020	20:17:03	Giovanni	Harrassment	No Report
2020-00020471	08/03/2020	11:18:51	Hilton Hotel	Investigation	Arrest
2020-00022134	08/24/2020	13:08:11	Hilton Hotel	Investigation	Report
2020-00020512	08/03/2020	23:07:04	The Harbor	Investigation	Unable to Locate
2020-00020312	08/03/2020	20:01:17	Campisi's	Investigation	Unable to Locate
2020-00020929	08/03/2020	16:53:32	The Harbor	Meet Complainant	Arrest
2020-00020799	08/07/2020	21:11:44	The Harbor	Ordinance Violation	No Report
2020-00021396	08/13/2020	14:02:37	The Harbor	Ordinance Violation	Unable to Locate
2020-00021695	08/19/2020	11:19:28	Hilton Hotel		
2020-00020966	08/23/2020	19:19:28	Rodeo Goat	Property	No Report
				Property	No Report
2020-00021700	08/19/2020	14:23:53	The Harbor	Property	Report
2020-00022606	08/29/2020	23:09:43	Hilton Hotel	Suspicious Activity	No Report
2020-00020882	08/09/2020	01:10:17	Hilton Hotel	Suspicious Activity	Unable to Locate
2020-00021515	08/17/2020	11:09:45	The Harbor	Theft	No Report
2020-00020714	08/06/2020	15:11:36	Sideways BBQ	Theft	Report
2020-00020807	08/06/2020	15:11:36	Sideways BBQ	Theft	Report
2020-00021552	08/17/2020	18:29:32	The Harbor	Welfare Concern	No Report
2020-00020888	08/09/2020	05:08:48	Hilton Hotel	Welfare Concern	No Report
2020-00021939	08/21/2020	23:55:15	Hilton Hotel	Welfare Concern	No Report
			Common Name		
			Campisi's	1	
			En Fuego Tobacco Shop	1	
			Giovanni	1	
			Glorias Restaurant	1	
			Hilton Hotel	16	
			Rodeo Goat	1	
			Sideways BBQ	2	
			The Harbor	8	
			Total	31	

Rockwall Police Detective Case Status Statistics

	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
	Laurie Burks	13	8	3	2		4	3	7	53.85%	16	0.81
	Jalena Page	21	19	4	10	3	4	10	17	80.95%	13	1.62
	Steve Tigert	25	17		13		1		1	4.00%	13	1.92
20	Kevin Tilley	27	26	4	4		2		2	7.41%	16	1.69
놀	John Tinsley	26	23		1		1	4	5	19.23%	17	1.53
nua	Phillip Young	8	5	2			4		4	50.00%	15	0.53
Ja	Monthly Totals	120	98	13	30	3	16	17	36	30.00%	90	1.35
	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
	Laurie Burks	9	5	4			4	4	8	88.89%	14	0.64
	Jalena Page	25	20	3	11	1	1	7	9	36.00%	15	1.67
	Steve Tigert	25	24	18	21			2	2	8.00%	15	1.67
20	Kevin Tilley	35	21	6	8			1	1	2.86%	14	2.50
1 .1	John Tinsley	23	18	3	4		1	3	4	17.39%	10	2.30
orue	Phillip Young	8	8		1		1		1	12.50%	15	0.53
Fek	Monthly Totals	125	96	34	45	1	7	17	25	20.00%	83	1.55
	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
	Laurie Burks	18	7	6	1		2	5	7	38.89%	17	1.06
	Jalena Page	18	5	2	13	2	1	7	10	55.56%	14	1.29
	Steve Tigert	29	16	6	16		1	2	3	10.34%	15	1.93
	Kevin Tilley	23	15		8		1		1	4.35%	15	1.53
-20	John Tinsley	28	17	4	4	3		3	6	21.43%	17	1.65
rch-	Phillip Young	14	10	4			1		1	7.14%	12	1.17
~	Monthly Totals	130	70	22	42	5	6	17	28	21.54%	90	1.44
	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
	Laurie Burks	14	5	1			3		3	21.43%	16	0.88
	Jalena Page	15	1	1	2				0	0.00%	17	0.88
	Steve Tigert	21	2	1	1				0	0.00%	16	1.31
	Kevin Tilley	26	4	2			1	1	2	7.69%	17	1.53
		19	5	1		1		1	2	10.53%	16	1.19
1-2	Phillip Young Monthly Totals	6	4					1	1	16.67%	18	0.33
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	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
	Laurie Burks	14	12	7			8	6	14	100.00%	16	0.88
	Jalena Page	15	15	4	6	2			2	13.33%	14	1.07
	Steve Tigert	21	6	2	11			2	2	9.52%	15	1.40
	Kevin Tilley	26	19	5			1	2	3	11.54%	15	1.73
0	John Tinsley	19	17	3	6	1		6	7	36.84%	17	1.12
ly-20	Phillip Young	6	15				1	1	2	33.33%	16	0.38
May	Monthly Totals	101	84	21	23	3	10	17	30	29.70%	93	1.10
	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
	Laurie Burks	12	7	7	1	1	7	3	11	91.67%	18	0.67
	Jalena Page	32	12	12	13	1	2	3	6	18.75%	16	2.00
	Steve Tigert	22	14		17	2	2	2	6	27.27%	17	1.29
50	Kevin Tilley	22	14	5	2		3	3	6	27.27%	16	1.38
June-20	John Tinsley	23	13	1	5		1	5	6	26.09%	18	1.28
Jul	Phillip Young	12	12						0	0.00%	15	0.80
	Monthly Totals	123							0	0.00%	100	1.24
	6 Month Totals	700	369	96	143	13	43	71	127	18.14%	556	1.28
	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
	Laurie Burks	19	11	1	13		5	3	8	42.11%	18	1.06
	Jalena Page	33	23	7			1	7	8	24.24%	16	2.06
	Steve Tigert	21	8	4	29		2	4	6	28.57%	17	1.24
	Kevin Tilley	27	13	9	7			3	3	11.11%	17	1.59
	John Tinsley	35	22		7		3	4	7	20.00%	18	1.94
y-2	Phillip Young Monthly Totals	10	10		1			1	1	10.00%	11	0.91
Jul	Monthly Totals	145	87	21	57	0	11	22	33	22.76%	97	1.47
	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
	Laurie Burks	13	8	3			2	4	6	46.15%	9	1.44
	Jalena Page	32	26	6	11	1	4	8	13	40.63%	14	2.29
	Steve Tigert	27	25	1	8			2	2	7.41%	10	2.70
	Kevin Tilley	26	23		3	2		2	4	15.38%	16	1.63
t-20	John Tinsley	39	30				10	5	15	38.46%	16	2.44
sng	John Tinsley Phillip Young Monthly Totals	13	13					1	1	7.69%	17	0.76
IJĎ	Monthly Totals	150	125	10	22	3	16	22	41	27.33%	3423	1.88

	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
	Laurie Burks								0			
	Jalena Page								0			
	Steve Tigert								0			
r-2(Kevin Tilley								0			
aqu	John Tinsley								0			
ten	Phillip Young								0			
\sim	Monthly Totals	0	0	0	0	0	0	0	0		0	0.00
	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
	Laurie Burks								0			
	Jalena Page								0			
	Steve Tigert								0			
0	Kevin Tilley								0			
)r-2	John Tinsley								0			
eqo:	Phillip Young								0			
Oct	John Tinsley Phillip Young Monthly Totals	0	0	0	0	0	0	0	0		0	0.00
	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
	Laurie Burks								0			
	Jalena Page								0			
	Steve Tigert								0			
r-20	Kevin Tilley								0			
	John Tinsley								0			
ven	Phillip Young								0			
Š	Kevin Tilley John Tinsley Phillip Young Monthly Totals	0	0	0	0	0	0	0	0		0	0.00
	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
	Laurie Burks								0			
	Jalena Page								0			
	Steve Tigert								0			
December-20	Kevin Tilley								0			
	John Tinsley								0			
	Phillip Young								0			
De	Monthly Totals	0							0			0.00
	Yearly Totals	995	581	127	222	16	70	115	201	20.20%	3/14	1.84

	Detective Name	Total Cases Assigned	Open Cases	Unfounded	Suspended	Except Clear	Clear Arrest	Filed DA	Total Cases Solved	% of Cases Solved	Days Worked on Cases	Daily Case Load
020	Laurie Burks	112	63	32	17	1	35	28	64	57.14%	124	0.90
als 20	Jalena Page	191	121	39	66	10	13	42	65	34.03%	119	1.61
Tota	Steve Tigert	191	112	32	116	2	6	14	22	11.52%	118	1.62
arly	Kevin Tilley	212	135	31	32	2	8	12	22	10.38%	126	1.68
е Уе	John Tinsley	212	145	12	27	5	16	31	52	24.53%	129	1.64
ectiv	Phillip Young	77	77	6	2	0	7	4	11	14.29%	119	0.65
Det	Totals	995	653	152	260	20	85	131	236	23.72%	735	1.84

August-20

Crimes Against Persons												
Crime	Total Number August	Total Cleared August	Clearance Rate August	Total YTD	Cleared YTD	Clearance Rate YTD						
Murder	0	0	0%	0	0	#DIV/0!						
Aggravated Assault	3	1	33%	14	6	43%						
Simple Assault	6	1	17%	55	26	47%						
Robbery	1	0	0%	8	6	75%						
Sex Offenses	0	0	0%	10	6	60%						

Property Crimes											
Crime	Total Number August	Total Cleared August	Clearance Rate August	Total YTD	Cleared YTD	Clearance Rate YTD					
Motor Vehicle Theft	8	2	25%	37	20	54%					
BMV	25	10	40%	98	36	37%					
Burglary	3	0	0%	34	3	9%					
Larceny	46	5	11%	261	56	21%					
Criminal Mischief	7	0	0%	61	19	31%					

Financial Crimes								
Crime	Total Number August	Total Cleared August	Clearance Rate August	Total YTD	Cleared YTD	Clearance Rate YTD		
Forgery	2	0	0%	21	8	38%		
ID Thefts	2	0	0%	25	4	16%		
Credit/Debit Card Abuse	3	0	0%	23	8	35%		

Rockwall Police Narcotics Unit 2020 - Statistics

Activity	January	Feburary	March	April	Мау	June	July	August	September	October	November	December	Totals	
Cases	8	6	5	4	6	7	7	9					52	
Arrests	7	3	7	7	6	5	7	8					50	
Assist other Agencies	3	3	4	1	3	2	1	2					19	
Search Warrants	2	1	3			2	2	2					12	
Arrest Warrants		2	3	1	2	3	1	1					13	
Drugs Seized														
PCP (ounces)													0	Pounds
Marijuana (ounces)	3	15	1.25	7.75	1	12.5	7	22.4					4.37	Pounds
Cocaine (grams)	2500	28.6	227.2		4	2000	29	1					4789.8	grams
Methamphetamine (grams)	1002	29.6	180			148000	12	46.1					149.27	Kilograms
Heroin (grams)		1			31.9			40.6					73.5	grams
Ecstasy (grams)			4	19	8.3								31.3	grams
Adderall (grams)							10						10	grams
Xanex (pills)		4	1525		34	21	20	110			·		1714	pills
Hydrocodone (pills)			250		25		30						305	pills
Dangerous Drugs (pills)		,	50	'									50	pills
Clenbuterol													0	grams
Steroids (grams)		6		'				23.3					29.3	grams
Lysergic Acid					5								5	units
Hashish (ounces)		'		'		•		'			<u>'</u>	'	0.00	Pounds
Synthetic Marijuana (ounces)													0.00	Pounds
MDMA (grams)		'		'		•		'	'		<u>'</u>	'	0	Grams
THC Oil (grams)		8		156		15	32	51					262	Grams
Recovered Stolen Vehicle			1				1						2	Vehicles
Weapons Seized	5		3	1		7	2	4					22	Weapons
Equipment Seized		'		, , , , , , , , , , , , , , , , , , ,									0	Total Equipment
Money Seized						\$5,346	\$6,865						\$12,211	
Vehicles Seized	3	'				2							5	

ROCKWALL POLICE DEPARTMENT-AUGUST 2020

OFFICERS MONTHLY BREAKDOWNS							
WILLIAMSON	MONTH REPORT		ANNUAL REPORT				
	Total	Recovered	Total	Recovered			
Arrests:	0	\$ -	0	\$ -			
On-Line:	0	\$ -	0	\$ -			
Transfers	0	\$ -	0	\$ -			
Bonds:	0	\$ -	0	\$ -			
Jail Time Serve:	0	\$ -	0	\$ -			
Mail:	0	\$ -	0	\$ -			
Window:	0	\$ -	0	\$ -			
Payment Plans:	0	\$ -	0	\$ -			
Dismissals	0	\$ -	0	\$ -			
*** Warrants Cleared	0	0	0	\$ -			
	0	0					
				0			
	WILLIAMSON		ANNUAL AMOUNT	0			
	# Served	Hours Managed	# Served	Hours Managed			
Summons	0	0	#REF!	0			
Subpoenas	0	0	#REF!	0			
Transfers	0	0	0	0			
Bailiff		0		0			
General Office		0		0			
Warrants		0		0			
Total Time Consumed:	0	0	#REF!	0			

By DEPARTMENT as a WHOLE								
			0	0				
	THIS MONTH		ANNUALLY 20??					
	# of Cases	Recovered	# of Cases	Recovered				
Arrests:	0	\$ -	0	\$ -				
On-Line:	0	\$ -	0	\$ -				
Transfers:	0	\$ -	0	\$ -				
Bonds:	0	\$ -	0	\$ -				
Jail Time Serve:	0	\$ -	0	\$ -				
Mail:	0	\$ -	0	\$ -				
Window:	0	\$ -	0	\$ -				
Payment Plans:	0	\$ -	0	\$ -				
Dismissals:	0	\$ -	0	\$ -				
Warrants Cleared:	0	0	0	0				
New Warrants Received:	196	61380	1227	379586.24				
PURGED WARRANTS	0	0	0	0				

August 2020 Officer Activity Report

Totals	1421	234	66	100	307	89	21	4	447
Primary Officer	Calls for Service	Offense Reports	Accident Reports	Arrests	Traffic Stops	Citations	Violator Contacts	Emergency Detentions	Days Worked
Adair, Kristopher	83	16	8	2	9	3	2	ш	15
Avery, Michael Todd									N/A
Blackwood, Jason Blaine	47	10	1		2				14
Bowen, Toby Joe									
Brink, Christie	19	2		2		1			8
Bruce, Thomas	77	11	5	8	34	4	2	1	16
Campbell, Christopher	28			1	5		2		10
Church, Colton	61	12	1		4	1	1		13
Clay, Melissa A.	32	4	2		1		2		14
Collier, Michael O	25	2	12	1	30	15			15
Crowsey, Timothy	68	7	1	20	7				13
Ealy, Kaleb	40	11	3	1	41	6	1		17
Gibralter, Stephan	58	7	1	2	9	1			14
Goff, James Craig	10	3			28	2			12
Hartman, Collin J	49	6	5	3	5	2			15
Jaurequi, Ryan David	58	11	2	4			1		13
Joseph, Mathew C	60	16		4	24	14		1	16
Lamb, Clayton	66	7	1	7	4	2	1		12
Lombana, Gil	56	14	1	4	5	3	1		15
McAuley, Heather	10	2			1				6
McCreary, Michael	9	1	2						14
McGee, Gunnor Lee	48	3			7		1	1	10
McIntire, Robert J	9		3		2				14
Morris, Barrett	31	2	2	1	2	1			14
Nagy, Stephen	5	3		1	2				13
Otto, Michael J	27	6			3				7
Parker, Cameron	53	11	3	7	5	3	1		11
Patterson, Matthew	56	6	1	1	3	1			13
Perez, Wener Luis	13	9	3	6	10	2			13
Poindexter, Andrew					6	2			1
Raymond, Aaron	40	4	1	4	3	2	1		17
Sparks, Joshua Dylan	69	19	2	12	32	14	1		15
Stewart, Garrett	59	7	2	2		1			17
Taylor, David	1			2	7		2	1	2
Thompson, Demi	49	6		2	7	0	2	1	15
West, Jake	40	5	1	5	12	9	1		14
Woodruff, Benjamin	65	11	4		4		1		19
* - 4 1									240

^{*} Reflection of CFS where listed Officer is primary

Sales Tax Collections - Rolling 27 Months

	General Fund	TIF
	Sales Tax	Sales Tax
Jun-18	1,308,372	19,941
Jul-18	1,463,243	28,867
Aug-18	1,679,728	27,594
Sep-18	1,174,074	23,370
Oct-18	1,301,342	15,641
Nov-18	1,349,253	16,403
Dec-18	1,423,386	15,708
Jan-19	1,457,584	39,247
Feb-19	2,080,043	22,109
Mar-19	1,459,018	21,606
Apr-19	1,293,524	20,077
May-19	1,679,076	24,582
Jun-19	1,420,483	31,523
Jul-19	1,467,376	28,951
Aug-19	1,810,970	29,022
Sep-19	1,478,622	31,577
Oct-19	1,565,868	24,818
Nov-19	1,730,541	21,787
Dec-19	1,547,746	23,781
Jan-20	1,365,040	26,330
Feb-20	2,273,520	27,472
Mar-20	1,458,193	19,955
Apr-20	1,292,639	15,829
May-20	1,605,986	17,538
Jun-20	1,345,598	5,881
Jul-20	1,376,026	13,529
Aug-20	1,979,539	17,706

Notes:

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

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

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

Monthly Water Consumption - Rolling 27 Months

Total Gallons	Daily Average	Maximum Day
422,841,722	14,094,730	18,886,210
512,582,590	16,534,920	20,871,860
474,885,847	15,318,900	19,781,800
304,052,374	10,135,080	19,307,450
240,262,264	7,750,396	10,191,580
194,498,356	6,483,279	7,438,044
186,450,313	6,014,526	7,818,894
222,027,420	7,162,175	13,160,330
166,796,311	5,957,011	7,181,853
216,172,991	6,973,323	8,899,546
230,304,224	7,676,809	9,546,692
246,447,588	7,949,923	10,806,480
273,477,588	9,115,919	12,818,660
479,403,830	15,464,640	19,686,560
557,577,730	17,986,380	20,877,020
480,076,300	16,002,544	19,898,562
377,192,895	12,167,513	17,708,812
237,328,307	7,910,944	9,218,867
229,083,044	7,389,776	8,396,266
215,978,847	6,967,060	8,691,306
196,611,134	6,779,695	7,579,604
197,281,791	6,363,929	8,569,168
226,508,245	7,550,275	10,263,848
317,650,425	10,246,788	13,193,218
455,022,410	15,167,411	20,100,668
511,667,880	16,505,415	20,073,454
590,693,550	19,054,630	22,031,522
	422,841,722 512,582,590 474,885,847 304,052,374 240,262,264 194,498,356 186,450,313 222,027,420 166,796,311 216,172,991 230,304,224 246,447,588 273,477,588 479,403,830 557,577,730 480,076,300 377,192,895 237,328,307 229,083,044 215,978,847 196,611,134 197,281,791 226,508,245 317,650,425 455,022,410 511,667,880	422,841,72214,094,730512,582,59016,534,920474,885,84715,318,900304,052,37410,135,080240,262,2647,750,396194,498,3566,483,279186,450,3136,014,526222,027,4207,162,175166,796,3115,957,011216,172,9916,973,323230,304,2247,676,809246,447,5887,949,923273,477,5889,115,919479,403,83015,464,640557,577,73017,986,380480,076,30016,002,544377,192,89512,167,513237,328,3077,910,944229,083,0447,389,776215,978,8476,967,060196,611,1346,779,695197,281,7916,363,929226,508,2457,550,275317,650,42510,246,788455,022,41015,167,411511,667,88016,505,415

Source: SCADA Monthly Reports generated at the Water Pump Stations