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Discuss and consider an overview from Bobby Jones of Black & Veatch, consultant for Rockwall County, regarding status of countywide radio interoperability network project, and consider authorizing the City Manager to execute an Interlocal Agreement between the City of Rockwall and Rockwall County for participation in the Rockwall County Interoperability Radio Network, and take any action necessary.

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Discuss and consider a budget planning overview associated with the Fiscal Year 2017 budget, and take any action necessary.

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Discuss and consider (re)appointments to the city's advisory boards and commissions, including the Park Board, Historic Preservation Advisory Board, ART Commission, and the Architectural Review Board, and take any action necessary.

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AGENDA
ROCKWALL CITY COUNCIL
Monday, July 18, 2016
4:00 p.m. Regular City Council Meeting
City Hall, 385 S. Goliad, Rockwall, Texas 75087

I. CALL PUBLIC MEETING TO ORDER

II. WORK SESSION

- p.6** 1. Hold a work session to hear an update regarding the maintenance and condition assessment for sidewalks constructed in City right-of-way
- 2. Hold a work session to hear proposed strategic plans for the following departments:
 - p.8** a) Administration
 - p.10** b) Finance
 - p.11** c) Administrative Services/HR Department
 - p.13** d) Engineering/Public Works

III. EXECUTIVE SESSION.

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

- 1. Discussion regarding lawsuit: Jason Manley and the Manley Grandchildren's Trust FBO Jason Manley v. the City of Rockwall, Texas and Board of Adjustments of the City of Rockwall, Texas (Cause No. 1-16-0580, 382nd District Court) pursuant to Section §551.071 (Consultation with Attorney)
- 2. Discussion regarding City v. Primary Media settlement agreement pursuant to Section §551.071 (Consultation with Attorney)
- 3. Discussion regarding the status of negotiations for an ambulance services contract pursuant to Section §551.071 (Consultation with Attorney)
- 4. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission, Planning & Zoning Commission, and Board of Adjustments pursuant to Section 551.074 (personnel matters)

IV. ADJOURN EXECUTIVE SESSION

AGENDA
ROCKWALL CITY COUNCIL
Monday, July 18, 2016
6:00 p.m. Regular City Council Meeting
City Hall, 385 S. Goliad, Rockwall, Texas 75087

V. RECONVENE PUBLIC MEETING

VI. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

VII. INVOCATION AND PLEDGE OF ALLEGIANCE – MAYOR PRO TEM TOWNSEND

VIII. OPEN FORUM

IX. CONSENT AGENDA

- p.15** 1. Consider approval of the minutes from the July 5, 2016 regular city council meeting, and take any action necessary.
- p.31** 2. Consider approval of final payment to TxDOT in the amount of \$47,096.42 for utility and bridge construction for the SH 205 Paving and Drainage Project from IH 30 to SH 66 (completed 2010), to be funded by General Obligation Bonds, and take any action necessary.
- p.36** 3. Consider approval of a request regarding a \$94,000.00 expenditure to purchase protective gear for all police officers, to be funded out of the Police Department's seized funds account, and take any action necessary.
- p.38** 4. Consider approval of a budget amendment in The Harbor Operating Budget in the amount of \$11,500 and authorize the City Manager to execute a purchase order for a 2016 truck to replace one that was recently totaled, and take any action necessary.

X. ACTION ITEMS

- p.40** 1. **A2016-002** - Discuss and consider the expiration of an existing 212 Development Agreement for a 4.264-acre tract of land identified as Lot 1, Block 1, Valk Rockwall Addition, Rockwall County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), addressed as 4028 N. SH-205, and take any action necessary.
- p.58** 2. Discuss and consider an overview from Bobby Jones of Black & Veatch, Consultant for Rockwall County, regarding status of countywide radio interoperability network project, and consider authorizing the City Manager to execute an Interlocal Agreement between the City of Rockwall and Rockwall County for participation in the Rockwall County Interoperability Radio Network, and take any action necessary.
- p.84** 3. Discuss and consider a budget planning overview associated with the Fiscal Year 2017 budget, and take any action necessary.

- p.87** 4. Discuss and consider (re)appointments to the city's advisory boards and commissions, including the Park Board, Historic Preservation Advisory Board, ART Commission, and the Architectural Review Board, and take any action necessary.

XI. EXECUTIVE SESSION

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

1. Discussion regarding lawsuit: Jason Manley and the Manley Grandchildren's Trust FBO Jason Manley v. the City of Rockwall, Texas and Board of Adjustments of the City of Rockwall, Texas (Cause No. 1-16-0580, 382nd District Court) pursuant to Section §551.071 (Consultation with Attorney)
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4. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission, Planning & Zoning Commission, and Board of Adjustments pursuant to Section 551.074 (personnel matters)

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

XIII. ADJOURNMENT

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

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

I, Kristy Cole, City Secretary for the City of Rockwall, Texas, do hereby certify that this Agenda was posted at City Hall, in a place readily accessible to the general public at all times, on the 15th day of July, 2016 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



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: July13, 2016

SUBJECT: Sidewalk Construction and Maintenance Discussion

Recently, City Councilman Scott Milder requested that Staff include a Work Session item for the discussion of the maintenance of sidewalks constructed within the City right-of-way. Councilman Milder is concerned about the overall number of repairs needed to sidewalks, amount of missing sidewalks throughout the City, trip hazards and ownership.

Staff will provide a copy of a Power Point presentation presented to City Council back in October of 2010. Staff can provide some updates that have occurred since that presentation. If you have any questions, please advise

TMT:em

Cc:

Mary Smith, Assistant City Manager
Brad Griggs, Assistant City Manager
Amy Williams, P.E., Assistant City Engineer
Jeremy White, P.E., Civil Engineer, CFM
Billy Chaffin, Superintendent of Streets & Drainage
File

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Administration Department Strategic Plan

1. Retail Development and Recruitment Strategy – FY 17

To finalize appropriate initiatives related to achievement of strategic/financial strategies of the Council:

Work with the City Council to determine appropriate City role in retail recruitment including any associated costs that may be applicable

Work with the City Council as a part of the I-30 Corridor Planning included in Planning Department's strategic plan to refine Council objectives related to the development of the corridor to guide corridor planning

2. 5-Year Plan Capital Improvement Strategy – Q4 FY 17

Work with Council to receive input and develop a mechanism for updating and adopting 5 year and 10 year Capital Improvement Plans

Evaluate data from the Comprehensive Street, Alley and Sidewalk assessment currently being performed by the Engineering Department

Evaluate data from the Updated Water and Wastewater Master Plans

Evaluate Facilities data from the Internal Operations Strategic Plan Departments

Evaluate Parks capital needs

3. Near and Long-Term Use of Hotel Occupancy Tax (HOT) Revenue – FY 17

Propose near and long term alternatives for use of HOT tax revenue for consideration by the HOT Subcommittee in the development of a subcommittee recommendation for consideration by the full Council

Provide assistance to the HOT Subcommittee to consider alternate strategies for future convention (CVB) and tourist activities to be presented to the full Council for consideration

4. Boundary Planning/Future Annexation/ Water and Waste Water Service Options Strategy – Q3 FY 17

Prepare and assemble available data to hold Boundary Planning work session with the City Council

Data may include: prior involuntary annexations, existing and possible future Section 212 - development/non-development agreements –with property owners, existing and possible future ETJ agreements with neighboring cities, relevant state laws, and relationship with providing ALL municipal services –including but not limited to water and waste water utilities

5. Outer Loop Planning Strategy –Q2 FY17

Hold Strategic work session with the City Council to establish the City’s detailed strategy and process for participation in the regional planning process (involving Rockwall County, the Rockwall County Roadway Consortium, Collin County, numerous other interested cities, TxDOT, NCTCOG (North Central Texas Council of Governments), the RTC (Regional Transportation Council), and other interested parties related to planning for the proposed Outer Loop.

6. Expansion of Area and Term of Dallas Takeline Lease Interlocal Agreement –Q4 FY17

Initiate process to more formally open negotiations with Dallas for expansion of lease area to the North

Finance Department Strategic Initiatives

Strategy: Initiate a CCN acquisition process for the “Right to Serve” the 23 unique areas of the City which are served by rural Water Supply Corporations (WSC). WSC rates cause our residents to pay higher water bills; efforts to develop areas suitable for retail and residential are stymied by inadequate system; infrastructure costs to expand the City’s system cannot be passed on to developers since they are not in the City’s service area. **Q2 2017**

Evaluate both infrastructure and acquisition cost data for each of the 23 areas

Working within the framework of each WSC contract and state statutes determine the acquisition method to be used for each area.

Develop an acquisition timeline which will move the process forward at a pace which the current utility rates can sustain.

Strategy: Develop a fleet management program which addresses the long range needs of the City with regards to fleet replacement and routine maintenance programs. The City has a current fleet with a replacement value in excess of \$8.5 million dollars (not including fire apparatus) **Q3 2017**

Model a vehicle acquisition fund after the successful technology replacement program allowing the City to accumulate funds to address replacement needs on a pay as you go basis rather than reverting to short term debt or reserves as a funding source.

Deploy a vehicle tracking systems in City vehicles (already in use in Police and Fire) to allow managers to optimize call routing and to monitor driving practices.

Strategy: Working with Administration and departments develop long-range funding model for infrastructure improvements including facilities, street, alleys, sidewalks, drainage, water and wastewater.

Prepare longer-term model (5 and 10 year) to estimate the ability to absorb capital costs where appropriate.

Investigate alternative funding sources or cost-sharing to address sidewalk issues

Administrative Services/Human Resources

- 1. Strategy - Recruitment: The single biggest recruitment / retention issue the City faces is in Police Dispatch positions with a 22% turnover rate and 4 current long-term vacancies. The goal related to this issue is to reduce the turnover rate to approximate the City's average turnover of 8% (Q3/FY-2018)**
 - Staff will work with Police leadership to identify past and current reasons for turnover in the Communications Division and develop a recruitment plan.
 - Staff will work with hiring supervisors and interview boards to evaluate causes and pursue alternatives to resolve the recruitment and retentions issues.
 - Staff will work to identify characteristics that encourage current employees to stay in this position which may be helpful in recruiting as well.

- 2. Strategy - Talent Development: The City needs to develop a comprehensive program for professional development of the unskilled entry level positions and produce a more developed plan for skilled positions. (Q3/FY-2019)**
 - 60% of the City's inspector and equipment operators are eligible to retire by 2020 and a career path program could be developed which identifies employees who have a desire and ability to be prepared for those positions.
 - 85% of supervisory and management positions are retirement eligible in this same timeframe. A more formal/well developed plan for employee development in these skilled positions is needed in order to create promotional and career path programs.

- 3. Strategy - Benefits Analysis: Complete an overall employee benefits analysis including benchmarking for**
 - a) **current employees and recruitment of future employees;**
 - b) **Cost effectiveness of health insurance for retirement eligible employees.**
(Q3/FY-2017)
 - Retiree Pre-65 Healthcare – Section 175 of the Texas Government Code requires the City to comply by offering options for retiree health benefits prior to age 65.
 - The City is self-insured for its healthcare benefits and holds the liability for the costs of all employees; however, the costs reverts to the Pre-65 insurance carrier at the time the employee retires and elects this coverage.

- 4. Strategy – Volunteer Firefighter Recruitment & Retention Program: The Volunteer Firefighters/ Part-Time Drivers are included in a state-wide emergency services pension system (TESRS) which, through rule changes, will cause the City to be unable to staff driver shifts due to salary limitations and causes an immediate need to escalate this issue. (Q4/FY-2016)**
 - After researching alternatives, the ability to move volunteers from the state system and into a deferred compensation program allows for greater flexibility in staffing driver shifts and provides, through attrition, opportunities for current volunteers to choose to stay in the system or transition to the new plan. The new deferred compensation program should be a more attractive recruitment option for new volunteers as well.
 - Staff will develop a communication plan to educate current and future volunteers

City of Rockwall Workforce Demographics (06/30/16)

Budgeted Employees for FY15-16 = 269
 Total Number of Current Employees = 256
 Unfilled Positions = 13

Female pop = 66 Average Age = 45
 Male pop – 191 Average Age = 43 Avg Age of Total Pop = 44

Average tenure = 10 yrs

Average Age of EE's with 15-19yrs tenure = 50yo (46 ee's) – 18%
 Average Age of EE's with 20+ yrs tenure = 54yo (17 ee's) – 7%

Average tenure of Millennials/Gen Z = 4 yrs Nat'l Avg = 4.4yrs
 Avg Age of Millennials/Gen Z = 29 Females = 28yo Males = 29yo
 Total Number of Millennials/Gen Z's = 58
 Unskilled Laborers = 23
 Skilled/Professional = 35

Average Turnover = 8%	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Benchmark = 11%	8%	9%	8%	3% (to-date)

EE's Term'd within one (1) year of hire date:	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
	3	8	4	0 (to-date)

Police Communications has the highest turnover = 7% current
Avg turnover 2013-2015 = 22%
Budgeted # of Dispatchers = 12 Current Filled = 8 Current Unfilled = 4

Number of Employees Eligible to Retire Today through 2020 = 110

Most Critical Positions:

Police Officers/Inv	=	22/48
Sergeants	=	8/12
Equipment Ops	=	5/9
Municipal Crt Clks	=	3/4
Inspectors (all)	=	8/13
1 st Line Supervisors	=	12/24
Mid-Mgt	=	6/9
Upper Mgmt	=	10/11

STRATEGIC PLAN
Department of Public Works
Engineering, Streets and Utilities Divisions

Strategy One: Develop an Infrastructure Life Cycle Management Program that provides a comprehensive review of the investments needed to sustain service through the operations, maintenance and renewal of existing infrastructure

- Streets, Alleys and Sidewalks – A baseline assessment of current infrastructure is being conducted now. The City will need to establish an acceptable condition level to determine the associated cost to bring infrastructure to that desired level.
- Water – Due to pressure and fire protection issues, a program to replace pipe below six-inches in diameter should be evaluated.
- Sanitary Sewer - Sanitary sewer pipe originally constructed with vitrified clay tile (VCT), cast iron, ductile iron should be replaced. A program to replace these lines should be evaluated.
- Storm Sewer Pipe – Evaluation of storm sewer pipe in areas which have seen flooding in the past with data available back to 1991 to develop estimates to bring the systems to today's drainage standards is needed.
- Work with other City Departments to develop five and ten year capital improvement plans.

Strategy Two: Assist the development community in better understanding of the infrastructure requirements and provide decision makers with the tools to allow for optimal selection of developments options.

- Re-assess the drainage and floodways as shown in the current Master Drainage Study to provide better information to the development community within the City limits and our Extraterritorial Jurisdiction.
- Present revised Standards of Design and Construction Manual to City Council for adoption. If adopted, inform and educate the development community regarding the new criteria for development within the City.

DATA

222 miles of streets

61 miles of alleys

Sidewalks adjacent to the roadways(linear feet to be determined)

61,000 linear feet of water pipe less than six inch diameter

170,000 linear feet of water pipe over 40-years old

210,000 linear feet (estimated) of sewer pipe – VCT, iron or concrete pipe

Regulatory requirements will necessitate purchase and implementation of asset management software

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MINUTES
ROCKWALL CITY COUNCIL
Tuesday, July 05, 2016
4:00 p.m. Regular City Council Meeting
City Hall - 385 S. Goliad, Rockwall, Texas 75087

I. CALL PUBLIC MEETING TO ORDER

Mayor Pruitt called the public meeting to order at 4:00 p.m. Present were Mayor Jim Pruitt, Mayor Pro Tem Mike Townsend, and Councilmembers David White, John Hohenshelt, Scott Milder, Kevin Fowler and Dennis Lewis. Also present were City Manager Rick Crowley, Assistant City Managers Mary Smith and Brad Griggs, and City Attorney Frank Garza.

II. WORK SESSION

1. Hold a work session to hear presentation from TxDOT's engineer (Halff Associates, Inc.) regarding the various TxDOT alternate alignments for SH-205 through the City of Rockwall and provide an opportunity for City Council to give input and direction prior to the Public Meetings scheduled for July 7, 2016 and July 12, 2016

Mayor Pruitt opened discussion of this item, pointing out that there will be two, upcoming public meetings held on July 7 and July 12. He clarified that these are not public hearings. Instead, they will be an opportunity for members of the public to attend, ask questions, view maps and provide written comments to TXDOT. Mayor Pruitt then introduced Stan Hall, Manager for Advanced Planning at TXDOT. Mr. Hall came forth and introduced the Nancy Parone, Project Manager with TXDOT, and Jeremy McGahan from Halff Associates. Ms. Parone indicated that Mr. McGahan will be giving a presentation this evening, and this will be the same presentation / information that will be presented at the upcoming public meetings.

Jeremy McGahan with Halff Associates, Inc. came forth and gave a presentation to the City Council. Mr. McGahan indicated that a public hearing will be held at some point, but it will be later on (not on July 7 or July 12 public meetings). He shared that this project is been going on for a little over a year now, and five previous stakeholder meetings have been held. Other entities, including Terrell, McLendon Chisholm, Lavon, Kaufman, County, Rockwall County, Collin Counties, the North Central TX Council of Governments, and DWU (has control over Lake Ray Hubbard, and a small section goes over the lake) have all been involved in those stakeholder meetings.

Mr. McGahan then briefed the council on the SH-205 project, which will essentially address the northern portion of design and reconstruction of SH-205 (north of the existing downtown couplet).

During the presentation Mayor Pruitt asked Mr. McGahan to speak a little more in depth regarding the John King Boulevard route possibility. Mr. McGahan indicated that John King is twice as long, so it basically represents phase 5 and Phase 6. He explained that it is anticipated to be more expensive because of costs that will be associated with things like overlaying the pavement, adding sidewalks, widening the right-of-way by about 5-6' on either side, and putting in a grade separation at the railroad crossing near Airport Road (the road would actually end up going underneath the existing railroad line). He indicated that if John King is selected, it would be done, moving forward, in a phased manner (not all at

51 once). He clarified that all of these things would need to be done to JKB in order to bring it
52 up to today's (current) TxDOT roadway standards.
53

54 Councilmember Fowler commented that he has received several comments from other
55 people suggesting that an impact study, traffic analysis, population growth and long range
56 planning studies need to be conducted. He asked what informational sources are
57 referenced in order to determine, for example, how wide a roadway needs to be or what
58 capacity it needs to accommodate in order to meet future growth. Mr. McGahan indicated
59 that when planning for future growth and deciding how wide a roadway needs to be, two
60 sources are utilized – (1) The NCTCOG's (North Central TX Council of Governments)
61 regional traffic model that addresses a long range plan (through the year 2040) for future
62 growth and traffic; and (2) information from TxDOT's Transportation, Planning and
63 Programming Division (which he explained develops traffic-related information that is used
64 on the project itself. He indicated that TxDOT uses a steady growth type model, and the
65 NCTCOG's information is regional). Mr. McGahan explained that the COG's "2040 traffic
66 model" has led the planners to evaluate two other revised concepts utilizing a computer
67 model. He shared that by the year 2040, John King Blvd. needs to be six lanes, and the
68 existing SH-205 needs to be four lanes. Additional discussion took place related to
69 sidewalks, bike lanes, number of lanes, curbs, traffic signals and other design
70 characteristics of John King Boulevard if it is selected by the state. He generally explained
71 that it would be curbed, there would be traffic signals at some intersections, and it would
72 have a modern, urban feel.
73

74 Councilmember Milder asked what year John King Boulevard was built. Mr. Tumulty
75 indicated that it was built around 2007 – 2008. Mr. Crowley indicated that by the time it was
76 constructed, it did not meet TxDOT's standards since the design criteria had changed by
77 the time it was actually constructed (compared to the standards that were in place when it
78 was in the conceptual and planning stages). Milder clarified the understanding that the
79 original intent of the roadway was that it would be designed to TxDOT standards so that
80 there could be a swap and it could be designated as a bypass for SH-205. Mr. Crowley
81 concurred with this clarification. Some additional, clarifying comments were then provided
82 by Mr. McGahan related to the various roadway alternatives / options and associated,
83 potential impacts. Mr. Crowley asked for clarification regarding TxDOT's storm water-
84 related studies. He asked if they look at a "25 year storm" as part of the design for drainage
85 facilities and also if they look upstream and downstream when evaluating the 100 year
86 flood. Mr. McGahan indicated that, yes, these things are evaluated to check for
87 'overtopping' on the roadway, generally indicating that additional study will ensue as the
88 process continues.
89

90 Mr. McGahan indicated that, while this project is not yet funded, it is included in the long
91 range Metropolitan Transportation Plan (MTP) and the state's Transportation Improvement.
92 So, what that means is that it is anticipated to be funded prior to construction, but there is
93 no allocated funding (yet) at this time.
94

95 Mayor Pruitt pointed out that citizens will have an opportunity to come talk to Halff
96 Associates and TxDOT during the public meetings on July 7 and July 12. Staff has made
97 TxDOT comment forms available online, and forms will also be available at each of the
98 upcoming meetings. Mr. McGahan indicated that written public comment (via these forms)
99 will be accepted up until 10 days after the second meeting, which is slated for July 12. He
100 shared that residents can even mail them in for up to 10 days following the last (July 12)
101 meeting.
102

103 2. Hold a work session to hear proposed strategic plan for the Internal Operations
104 Department.

105 **Joey Boyd, Director of Internal Operations, came forth and briefed the Council on his**
106 **proposed strategic plan.**

107
108 **1. City Facilities Initiatives**

109 *Develop Comprehensive Facilities Evaluation & Maintenance Plan - The*
110 *Department has conducted an initial evaluation of current facility capacity levels,*
111 *HVAC, flooring, and roof systems.*

112
113 *Implement Facilities Maintenance work order / work flow system that allows the*
114 *department to better track what maintenance issues more significantly impact the staff*
115 *and the budget.*

116
117 **2. Information Technology Initiatives**

118 *Review the current configuration, sizing, capabilities, tools, and support structure of*
119 *the IT Department.*

120
121 **3. Public Safety Radio System Initiatives**

122 *Prepare for and acquire equipment and services necessary for transition to the new*
123 *County-wide system.*

124
125 **4. Public Information / Marketing Initiatives**

126 *Increase Citizen Interaction Through Multiple Media Opportunities: press releases,*
127 *social media, partnerships with local media, electronic and print marketing, and live*
128 *streaming of meetings. FY 2017*

129
130 *Develop plan to provide video streaming of public meeting upon reaching 50,000 in*
131 *Population*

132
133 *Support leadership team in defining City's role in retail recruitment FY 2017*

134
135 **5. Ralph M. Hall / Rockwall Municipal Airport Initiatives**

136 *Implement the adopted Airport Development Plan by working with the Airport Advisory*
137 *Board to recommend a plan for land acquisition, expansion, and funding in 3 Phases*

138
139 *Identify and Implement Best Practices related to airport operations - FY 2017*

140 *Develop plan to address future operational challenges - FY 2017*

141
142 **Councilmember Lewis pointed out his observation that most IT-related requests seem to**
143 **come from the Police Department. Mr. Boyd pointed out that the Police Department already**
144 **has two IT-related personnel, and his staff works very closely with those individuals.**

145
146 **Councilmember Hohenshelt expressed a need to more concretely identify what the Public**
147 **Information/Marketing Initiatives will be focusing on moving forward. Mr. Boyd shared that**
148 **providing information to citizens on a day-to-day basis, coupled with some more strategic**
149 **initiatives (i.e. encouraging external visitors to come to our city and spend money, including**
150 **promoting and encouraging attendance at Concerts by the Lake as well as downtown-**
151 **related events) are likely both valid things for the new PIO to be focusing on. Mr. Crowley**
152 **generally indicated that more information about this topic will be forthcoming when the**
153 **Administration Department presents its strategic plan at the next city council meeting.**

154

155 Councilmember Townsend suggested that perhaps Mr. Boyd could develop a few specific
156 strategic goals associated with each of the five initiatives he has identified. This would help
157 budget requests and potential approval of budget requests to be aligned with pre-identified
158 goals.

159
160 Councilmember Milder thanked Mr. Boyd for helping to get a new, full-time staff person
161 hired to fill the role of Public Information Officer (PIO) for the city. He agreed that there
162 does need to be a good action plan in place that identifies how this role will begin to be
163 proactive, rather than reactive, when it comes to creating and disseminating public
164 information on behalf of the city.

165
166 Mayor Pruitt expressed that he tends to work a little more closely with Joey and the new
167 PIO, Laurie. He asked if council members have any specific input regarding how they think
168 things are going with the new PIO, including what they might feel about information that has
169 been being conveyed. Councilman Milder suggested that the Council should consider
170 letting the PIO's roles and responsibilities evolve, moving forward, utilizing Laurie Dodd's
171 (new PIO) expertise to help during this evolution process.

172
173 Mayor Pruitt then read the below listed discussion items into the record before recessing
174 the public meeting into Executive Session at 4:51 p.m.

175
176 **III. EXECUTIVE SESSION.**

177
178 THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS
179 THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT
180 CODE:

- 181
182 1. Discussion regarding Economic Development incentives, procedures and possible
183 projects pursuant to Section 551.087 (Economic Development)
- 184 2. Discussion regarding proposed renegotiation of City v. Primary Media settlement
185 agreement pursuant to Section §551.071 (Consultation with Attorney)
- 186 3. Discussion regarding the lease of land in the vicinity of the downtown area pursuant
187 to Section §551.072 (Real Property).
- 188 4. Discussion regarding the status of negotiations for an ambulance services contract
189 pursuant to Section §551.071 (Consultation with Attorney)
- 190 5. Discussion regarding lawsuit: Jason Manley and the Manley Grandchildren's Trust
191 FBO Jason Manley v. the City of Rockwall, Texas and Board of Adjustments of the
192 City of Rockwall, Texas (Cause No. 1-16-0580, 382nd District Court) pursuant to
193 Section §551.071 (Consultation with Attorney)
- 194 6. Discussion regarding legal options available to the City pertaining to possible
195 violations of drainage and detention development standards pursuant to Section
196 §551.071 (Consultation with Attorney)

197
198 **IV. ADJOURN EXECUTIVE SESSION**

199
200 Executive Session was adjourned at 5:51 p.m.

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V. RECONVENE PUBLIC MEETING

Mayor Pruitt reconvened the public meeting at 6:00 p.m. All seven city council members were present.

VI. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

No action was taken as a result of Executive Session.

VII. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER WHITE

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

VIII. PROCLAMATIONS / AWARDS

1. Parks and Recreation Month

Mayor Pruitt called forth Andy Hesser, Parks and Rec. Manager, Andrew Ainsworth, Recreation Coordinator, and Mike Carmack, Parks Superintendent. Mayor Pruitt thanked these gentlemen and their staff for all of the work they do on the city’s special events and programs, including the 4th of July fireworks show that was held yesterday. He then read and presented staff with a proclamation, naming July as “Parks and Recreation Month” in the City of Rockwall.

IX. OPEN FORUM

**Donna Dorman
1093 Shady Lane
Rockwall, TX 75087**

Mrs. Dorman urged the city council to leave John King Boulevard ‘as is’ and find another option for the realignment of SH-205. She also asked the Council to consider incorporating into its “best practices” more communication with its citizens, including quarterly town hall meetings, especially to focus on major proposals such as the one pertaining to the future of John King Boulevard. Mrs. Dorman went on to share several thoughts related to her desire for the Council to consider another option related to John King Boulevard. She urged the Council to have the proposed town hall meetings consist of two-way, open dialogue and communication.

**Mr. Mark Fake
1403 White Water Lane
(Caruth Lakes subdivision)
Rockwall, TX 75087**

Mr. Fake came forth and spoke regarding the proposals concerning SH-205 / John King Boulevard and a possible “swap” of these roadways with TxDOT. He indicated that he is not in favor of any of the proposed routes for SH-205. He then shared a map showing subdivisions that might be affected associated with the various route proposals. He indicated that, if he had to choose one of these proposed routes, he would choose the current route where SH-205 is already located. He pointed out that it is already heavily commercialized, so for this reason, he believes it would make the most sense out of the

255 possible options. He then shared comments related to the various commercial businesses
256 and schools that are currently located along the existing SH-205 and along the current John
257 King Boulevard. He went on to share with the Council an image from Google Earth,
258 pointing out his observations pertaining to the rights-of-ways, including drainage culverts,
259 located along the existing SH-205. He went on to comment on the numbers of property
260 owners who would potentially be impacted if the route stayed at its current location
261 compared to those who would potentially be impacted if the route were to change to John
262 King Boulevard. He thanked the Council for hearing his comments and allowing him to go
263 over the three minute time limit.

264
265 **Mr. David Cavalli**
266 **721 Calm Crest Drive**
267 **Rockwall, TX 75087**
268

269 **Mr. Cavalli indicated that he lives in a subdivision that backs up to John King Boulevard**
270 **(JKB). He shared that he moved into his home last April, and he acknowledged that**
271 **discussion of this roadway have been taking place long before that time. Therefore, he**
272 **clarified that his comments are directed to this current city council as well as past city**
273 **councils. He explained that he did not purchase his home with the understanding that JKB**
274 **would be a future state highway, but, rather, a bypass. He indicated that he is strongly**
275 **against JKB being turned into the future SH-205 in the upcoming realignment. He pointed**
276 **out that the city's 2012 Master Plan spelled out that John King is a four-lane with the**
277 **possibility of becoming a six-lane road someday. However, he indicated that the 2012 plan**
278 **did not identify JKB as a future state highway. He commented about the walking, biking,**
279 **and running along this roadway that takes place daily. He believes that his quality of life**
280 **and his property values will be adversely affected if the JKB does become SH-205 in the**
281 **future. He believes that if it were going to be turned into a state highway, then the city**
282 **should have encouraged commercial development along this thoroughfare rather than**
283 **housing developments. He suggested that city should make some strong**
284 **recommendations to TxDOT related to the Wylie Intermodal, encouraging that fees be**
285 **waived for drivers who want to exit and go East on IH-30.**
286

287 **Amanda Warner**
288 **890 Pleasant View Drive**
289 **Rockwall, TX**
290

291 **Mrs. Warner indicated that she moved to Rockwall from Dallas to get away from the hustle**
292 **and bustle. She purchased a home in Breezy Hill because it was set back and quiet,**
293 **although they knew that it would grow as residents moved in. She acknowledged knowing**
294 **that there was a nearby bypass (John King Boulevard); however, she indicated she did not**
295 **realize that it would be considered as a future SH-205 route. She indicated that there is not**
296 **near enough of an easement present to allow for a significant enough division between the**
297 **subdivisions and the roadway. In addition, she questioned where the money to do this**
298 **potential "swap" may be coming from. She generally urged the Council to consider all**
299 **factors when evaluating this potential 'road swap.'**
300

301 **Linda Shindoll**
302 **1415 Crescent Cove Drive**
303 **Rockwall, TX**
304

305 **Mrs. Shindoll came forth and indicated that she lives in a subdivision along John King as**
306 **well. She wanted to 'echo' a lot of what everyone else has already come forward to say.**

307 She is concerned about the quality of life and home values if more traffic (especially
308 truckers) begins traversing this roadway. She wanted to know what citizens can do to work
309 with the city council to encourage working with Wylie to find an alternate route for SH-205.
310

311 Patrick Trowbridge
312 601 Parks Avenue
313 Rockwall, TX 75087
314

315 Mr. Trowbridge came forth to speak about Z2016-017 (re: zoning requirements related to
316 used car dealerships in the city's Unified Development Code (UDC)). He pointed out that
317 the city's Planning & Zoning Commission voted against these proposed changes to the
318 city's UDC. He pointed out that there is very limited availability of land that fronts IH-30
319 within the city. He shared that car dealerships take up an exorbitant amount of commercial
320 real estate space, and he believes that space should be preserved for other commercial
321 uses that contribute more to the city's tax base, thus lessening the tax burden for residents.
322 He generally urged the Council to consider voting against approval of this item upon
323 second reading.
324

325 Kim Fake
326 1403 White Water Lane
327 Rockwall, TX 75087
328

329 Mrs. Fake came forth and indicated that she would like to restate what others have said in
330 that she is against John King Boulevard being named the future SH-205 preferred route.
331 She urged the Council to ensure it considers the effects on property values, quality of life,
332 and the environment. She wants to be sure the city has really and truly studied future
333 growth, including where that growth is projected to take place, before making a decision on
334 this topic.
335

336 X. CONSENT AGENDA
337

- 338 1. Consider approval of the minutes from the June 20, 2016 regular city council
339 meeting, and take any action necessary.
- 340 2. **Z2016-018** - Consider a request by Jeff Parker of the Skorburg Company on
341 behalf of BH Balance IV, LLC for the approval of an **ordinance** for a zoning
342 amendment to Planned Development District 74 (PD-74) to amend the
343 concept plan to allow for additional single-family residential lots and for the
344 purpose of incorporating changes to the development standards contained in
345 Exhibit 'C' of Ordinance 14-26 for a 405.184-acre tract of land identified as
346 the Breezy Hill Subdivision and situated within the J. Strickland Survey,
347 Abstract No. 187, Rockwall, Rockwall County, Texas, generally located north
348 of FM-552 and west of Breezy Hill Road, and take any action necessary
349 **[2nd Reading]**.

350 Mayor Pruitt pulled item #2 for further discussion.
351

352 Councilmember Lewis made a motion to approve Consent Agenda item #1 (approval of the
353 minutes). Mayor Pro Tem Townsend seconded the motion, which passed by a vote of 7
354 eyes to 0 nays.
355
356

357 Mayor Pruitt indicated that Consent Agenda item #2 was actually not approved unanimously
358 at the last council meeting. Therefore, this should have been put on the agenda as an
359 Action Item. Mr. Crowley indicated that the applicant has asked the Council to consider
360 allowing this request to be withdrawn at this time. Councilman Lewis indicated that he
361 voted against this item last time, mainly, because he did not agree with the reduction in the
362 proposed amount of commercial area.
363

364 The City Attorney, Frank Garza, advised the Council concerning the various options that it
365 has with regards to handling either approval or denial of this case, as well as potentially
366 allowing the applicant to withdraw.
367

368 Councilmember Fowler made a motion to deny the ordinance as written (with the 60' lots
369 having been reflected/incorporated). Councilmember Milder seconded the motion.
370 Councilmember Lewis clarified that if this particular motion is approved tonight, the Council
371 will basically be denying a proposed 50' or 60' lots. Mr. Garza clarified that if the applicant
372 comes back, he would have to bring back a proposal that reflects a substantive change
373 from that which he originally proposed (he clarified that the applicant could come back with,
374 for example, 60' lots, since that was not what he proposed...he had proposed 50' lots, but
375 the Council changed it and approved 60' lots). Councilman White indicated that he believes
376 the Council should consider allowing the applicant to withdraw the case so that he (the
377 developer) does not have to wait a year before coming back with a proposal. He believes it
378 would be most fair to allow the applicant to withdraw so that he can come back sooner.
379

380 The motion to deny approval of the ordinance passed by a vote of 4 in favor with 3 against
381 (Pruitt, Townsend, and White).
382

383 XI. APPOINTMENTS

- 384
- 385 1. Appointment with the Planning and Zoning Chairman to discuss and answer
386 any questions regarding cases on the agenda and related issues and take
387 any action necessary.

388 Patrick Trowbridge from the city's Planning & Zoning Commission came forth and provided
389 brief comments to Council on this agenda item. Chairman Craig Renfro was not present at
390 the meeting to address the Council on this topic. The Council took no action concerning
391 this agenda item.

- 392 2. Appointment with Rockwall County Emergency Management Coordinator,
393 Joe DeLane, to hear overview of the countywide draft Hazard Mitigation Plan
394 and associated process, and take any action necessary.

395 Joe DeLane, Rockwall County EMC, came forth and briefed the Council on a Hazard
396 Mitigation Plan that has been in the works for about a year now.

397 He indicated that in the summer of 2015, Rockwall County received word that its grant
398 application had been approved, which allowed the County the opportunity to hire a
399 consultant to assist in developing a countywide Hazard Mitigation Plan. He then went on to
400 share with the Council details about the planning efforts and team members who have
401 assisted in development of the plan thus far. He pointed out that a public survey and past
402 public meetings have taken place, and input from these sources has been taken into
403 consideration during the development of the draft plan. He indicated that Kristy Cole had
404 sent out eleven proposed Mitigation Actions to the city council, via email, and that those
405 actions are really the only substantive things that the city council might wish to submit
406 input regarding. Mr. DeLane went on to express that a draft of the mitigation plan will be

407 placed on various countywide websites soon for public comment and that any staff
408 members or council members are also welcome to and encouraged to submit commentary.
409 Thereafter, the plan will be sent to the State and FEMA for review/input/approval, with all of
410 the entities and the county itself being asked to formally approve the plan thereafter.

411 There being no questions, the Council took no action following Mr. DeLane's presentation.

412 **XII. ACTION ITEMS**

- 413
414 1. **Z2016-017** - Discuss and consider a City initiated zoning request for the
415 approval of an **ordinance** for a text amendment to Section 1, Land Use
416 Schedule, and Section 2.1.8, Auto and Marine-Related Use Conditions, of
417 Article IV, Permissible Uses, of the Unified Development Code for the
418 purpose of changing the requirements for Used Motor Vehicle Dealerships,
419 and take any action necessary **[2nd Reading]**.

420 **Planning Director Ryan Miller provided brief comments related to this agenda item,**
421 **indicating that at the last meeting, approval of this item reflected a 3-2 vote.**

422
423 **Councilmember Lewis made a motion to approve Z2016-017. Councilmember White**
424 **seconded the motion.**

425
426 **Mayor Pro Tem Townsend pointed out that approval of this ordinance would give the**
427 **Council the option of evaluating future zoning cases / applicants and utilizing its discretion**
428 **when deciding on potentially granting a Specific Use Permit (SUP) to those future**
429 **applicants/cases. He knows that Echo Park came to the Council and talked to members;**
430 **however, he is not even sure that approval for Echo Park would be granted if it came forth**
431 **formally. Mayor Pruitt indicated that he cannot think of a scenario when he would be in**
432 **favor of a used car dealership along IH-30. He indicated that he agrees with Mr. Trowbridge**
433 **and the Planning & Zoning Commission. Councilmember White commented that Echo Park,**
434 **whose representatives previously came before the Council, likely still would not meet the**
435 **desired aesthetic standards; however, he believes that passage of this ordinance would at**
436 **least give an applicant, such as Echo Park, an opportunity to try and secure Council**
437 **approval of an SUP if they wanted to open up a pre-owned car dealership. Councilmember**
438 **Fowler pointed out that the Council already establishes zoning regulations for other types**
439 **of businesses that it, generally, feels are undesirable, and he does not see how this**
440 **particular topic differs.**

441
442 **After additional, brief comments, the ordinance was read as follows:**

443
444 **CITY OF ROCKWALL**
445 **ORDINANCE NO. 16-44**

446
447 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL,**
448 **TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO.***
449 ***04-38*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY**
450 **AMENDING SECTIONS 1.1 & 2.1.8 OF ARTICLE IV, *PERMISSIBLE USES*;**
451 **PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO**
452 **THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A**
453 **SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE;**
454 **PROVIDING FOR AN EFFECTIVE DATE.**

455
456 **The motion failed by a vote of three (3) in favor with four (4) against (Hohenshelt, Pruitt,**
457 **Milder and Fowler).**

458

459 2. Discuss and consider a request from Ms. Julia Dowdy for a special permit on
460 a front yard fence to be located at 1200 Bayshore Dr., and take any action
461 necessary.

462 **Building Official, Jeffrey Widmer, came forth and briefed the Council on this agenda item.**
463 **He indicated that Ms. Dowdy would like to build a 42” wood split rail fence within the front**
464 **yard of the property and plant landscaping parallel to it to act as a sound barrier to reduce**
465 **the amount of traffic noise heard along Lakeshore Drive. He pointed out that any front yard**
466 **fence in a residentially zoned area requires City Council approval.**

467 **Mr. and Mrs. Dowdy came forth and provided comments to the Council concerning this**
468 **proposed front yard fence. They indicated that they would like to plant vegetation in order**
469 **to provide a sound buffer related to the noise along Lakeshore. They shared that they plan**
470 **to put three gates in, including one that would allow visitors to the front of their home.**

471 **Mayor Pruitt suggested that the Council might want to consider having staff notify**
472 **neighbors in the future if / when a homeowner is approaching the city to request approval**
473 **of a front yard fence.**

474 **Councilmember White made a motion to approve this proposed front yard fence. Mayor Pro**
475 **Tem Townsend seconded the motion. Councilmember White generally spoke in opposition**
476 **of the city requiring that neighbors be notified if/when the city is approached by a**
477 **homeowner who would like to build a font yard fence. He pointed out that he has never**
478 **been contacted in the past by any disappointed neighbors if/when Council has granted**
479 **approval for construction of a front yard fence in the past.**

480 **After the comments, the motion to approve passed by a vote of 7 ayes to 0 nays.**

481 3. Discuss and consider a request from Ms. Debbie Coffey for a special permit
482 on a front yard fence to be located at 319 Portview Place, and take any
483 action necessary.

484 **Jeffrey Widmer, Building Official, provided brief comments related to this proposed front**
485 **yard fence.**

486 **The applicant, Mr. Coffey, came forth and indicated that this fence would be wrought iron,**
487 **and their dog would be able to go out front and utilize the front yard. Mr. Coffey indicated**
488 **that the Homeowner’s Association has been notified of this proposed front yard fence, and**
489 **it is his understanding that the HOA would like to see what the City Council is going to do**
490 **prior to deciding whether or not it will allow construction of the fence. Councilmember**
491 **White shared that the HOA has made the City Council aware that it does not plan to grant**
492 **approval of construction of this front yard fence, and it will be formally making that**
493 **decision tomorrow.**

495 **Councilmember Lewis indicated that the Chandler’s Landing subdivision does not**
496 **traditionally grant front yard fences, and the City Council received emails from all five**
497 **members of the HOA’s Environmental Committee members indicating that they plan to vote**
498 **against approval of this proposed fence. Councilmember Lewis indicated that he**
499 **personally is opposed to a front yard fence in Chandler’s Landing.**

500 **Councilmember Lewis made a motion to deny approval of this front yard fence.**
501 **Councilmember Hohenshelt seconded the motion, which passed by a vote of 5 in favor with**
502 **2 against (White and Townsend).**

503

504 4. Discuss and consider a proposal from Primary Media regarding a billboard
505 generally located just east of the intersection of Horizon Road and Ridge
506 Road, and take any action necessary.

507 **Richard Martin**
508 **Primary Media**

509
510 **Mr. Martin came forth and indicated that his company has several billboard signs located**
511 **within Rockwall. His company would like the Council to consider entering into negotiations**
512 **with Primary Media for either 30, 60 or 90 days regarding possibly allowing Primary Media to**
513 **upgrade an existing billboard sign to a digital sign instead. He offered that his company is**
514 **willing to donate 'time' to the city so that it too may advertise on the digital sign.**

515
516 **Mayor Pruitt pointed out that there was a lawsuit, and there was previously a settlement**
517 **agreement put into place that called for this billboard sign to ultimately be removed / come**
518 **down.**

519
520 **Mr. Martin asked the Council to consider suspending removal of the sign for a period of 30,**
521 **60 or 90 days in order to allow time for the two parties to renegotiate the settlement**
522 **agreement.**

523
524 **Councilman White pointed out that Primary Media was supposed to approach the city**
525 **on/before April 15, 2016 with a plan for removing the sign in accordance with the settlement**
526 **agreement. However, that did not happen. Therefore, two weeks thereafter, the City of**
527 **Rockwall sent a letter to Primary Media notifying the company that it was supposed to have**
528 **contacted the city with a plan for removing the sign and that the sign needs to come down.**
529 **Councilmember White indicated that Primary Media did not hold up its end of the bargain.**
530 **Therefore, he personally, is not in favor of granting Primary Media its request for any sort of**
531 **negotiations. White expressed general dissatisfaction with associated with the Primary**
532 **Media lawsuit costing taxpayers a lot of money in legal fees, to which Mr. Martin generally**
533 **replied that Primary Media may be willing to reimburse the city the cost of those legal fees**
534 **during the requested negotiations, if granted.**

535
536 **After additional, brief comments, Councilmember White made a motion to deny this request**
537 **(to re-enter into negotiations with Primary Media and instead move forward with the terms**
538 **outlined in the original settlement agreement). Councilmember Fowler seconded the**
539 **motion. The motion passed by a vote of 7 ayes to 0 nays.**

540
541 **Mayor Pruitt called for a brief break at this point (at 7:31 p.m.).**

542
543 **Mayor Pruitt called the meeting back to order at 7:42 p.m.**

544
545 5. **SP2016-014** - Discuss and consider a request by Ron Valk of Platinum
546 Storage Rockwall, LLC on behalf of Shawn Valk of Platinum Construction for
547 the approval of variances to the four (4) sided architecture and secondary
548 materials requirements stipulated by Article V, District Development
549 Standards of the Unified Development Code in conjunction with an approved
550 site plan for a multi-tenant office/warehouse facility on a 2.692-acre parcel of
551 land identified as Lot 3, Block A, Platinum Storage Addition, City of Rockwall,
552 Rockwall County, Texas, zoned Commercial (C) District, situated within the
553 IH-30 Overlay (IH-30 OV) District, located on the west side of T. L.

554 Townsend Drive, south of the intersection of T. L. Townsend Drive and IH-
555 30, and take any action necessary.

556 **Planning Director, Ryan Miller, provided brief background information regarding this**
557 **agenda item. He generally explained that the applicant is requesting approval of a variance**
558 **in conjunction with an approved site plan for the purpose of constructing two (2)**
559 **office/warehouses (one ~ 9,180 sq. ft. and the other 11,300 sq. ft.). The 2.692-acre parcel is**
560 **zoned Commercial (C) District, is within the IH-30 Overlay (IH-30 OV) District, and is**
561 **generally located on the west side of T. L. Townsend Drive, south of the intersection of T. L.**
562 **Townsend Drive and IH-30. A summary of the density and dimensional requirements for the**
563 **subject property and the approved site plan's conformance to these requirements was**
564 **provided to the Council in its informational meeting packet. These are truck docks and will**
565 **not be visible from any public rights-of-way. Mr. Miller indicated that approval of this item**
566 **and the associated variance requests will require a $\frac{3}{4}$ majority vote of Council. The**
567 **Architectural Review Board and Planning & Zoning Commission did review this case and**
568 **have recommended approval to the Council by a vote of 6-0.**

569
570 **Paul Craigan**
571 **2080 N. Hwy 360**
572 **Grand Prairie, TX**

573
574 **Mr. Craigan indicated that due to the topography, this location sits lower than Shenaniganz**
575 **and the nearby car dealership, so visibility from IH-30 or the frontage road will very minimal.**

576
577 **Mayor Pro Tem Townsend made a motion to approve SP2016-014. Councilmember**
578 **Hohenshelt seconded the motion, which passed unanimously of those present (7 ayes to 0**
579 **nays).**

- 580
581 **6. Discuss and consider the minimum square footage required for residential**
582 **dwelling units in various zoning districts as stipulated by Article V, "District**
583 **Development Standards" of the Unified Development Code, and take any**
584 **action necessary.**

585 **Planning Director, Ryan Miller, provided brief background information concerning this**
586 **agenda item. At the work session meeting on June 20, 2016, the City Council directed staff**
587 **to return with proposed modifications to the minimum square footage requirements for**
588 **dwelling units in the Single Family 10 (SF-10), Single Family 16 (SF-16) and Agricultural (AG)**
589 **Districts. In accordance with this direction staff proposes the following minimum square**
590 **footage requirements:**

- 591 **Single Family 16 (SF-16) District: 2,000 SF (currently 1,800)**
592 **Single Family 10 (SF-10) District: 1,800 SF (currently 1,500)**
593 **Agricultural (AG) District: 1,600 SF (currently no minimum)**

594 **Mr. Miller explained that these square footages were derived from a comparison of other**
595 **city's square footage requirements in similar zoning districts. He indicated that staff is open**
596 **to any further direction or clarification by the City Council at this time. A comparable cities**
597 **analysis and a simplified chart of the current density and dimensional requirements for the**
598 **City's residential zoning districts have been provided to the City Council for review and**
599 **consideration.**

600
601 **Councilmember Milder indicated that he would like to speak on this, as he is the one who**
602 **originally brought this item forth for discussion. He suggested the Council consider**

603 increasing the minimum square footages even more. He then suggested the following
604 minimums:
605

- 606 • SF10: 2,200 square feet
- 607 • SF 16: 2,400 square feet
- 608 • AG at 1,600 square feet

609
610 Councilmember Hohenshelt commented that the Council may wish to use caution and keep
611 in mind older residents who may wish to downsize their homes as they age.
612

613 Councilmember Milder made a motion to move forward with the following, minimum square
614 footages for the following zoning designations:
615

- 616 • SF10: 2,200 square feet
- 617 • SF 16: 2,400 square feet
- 618 • AG at the 1,600 square feet

619
620 Mayor Pruitt seconded the motion, which passed by a vote of 5 ayes to 2 nays (White and
621 Lewis).
622

- 623 7. Discuss and consider approval of a resolution regarding the median
624 openings/left turn lane locations for the FM-3549 (IH-30 to SH-66) Project,
625 and take any action necessary.

626 Mr. Crowley, City Manager, provide background information concerning this agenda item.
627 He explained that Rockwall County and the Texas Department of Transportation (TxDOT)
628 are currently performing the engineering design to improve FM 3549 from IH 30 to SH 66
629 from a two-lane asphalt roadway to a four lane, divided, concrete roadway. The City of
630 Rockwall's responsibilities associated with the project are related to cost of relocation of
631 City utilities to avoid any conflicts with the proposed construction. Over the past year,
632 TxDOT provided a Public Meeting and a Public Hearing to obtain public input from the
633 adjacent property owners. During the engineering design, median openings/left turn lanes
634 must be established along the entire limits of the roadway. TxDOT's first priority is to
635 provide median breaks for public roads and streets. Then, where space allows, median
636 breaks that serve multiple developments or residential areas will be allowed. It was pointed
637 out that the costs to provide median breaks/left turn lanes to commercial developments
638 cannot be funded by TxDOT. The proposed layout of the median openings/left turn lanes
639 for FM 3549 Roadway and Drainage Improvements were provided to the Council for review.
640 Indication was given that the median opening/left turn lane to the Eastridge Church of
641 Christ has been established and will be constructed as part of the project and that there are
642 two remaining locations that will accommodate potential median openings/left turn lanes.
643

644 Mr. Crowley stated that notifications were sent out to property owners located along this
645 roadway. He suggested that if the Council is not comfortable moving forward at this time, it
646 may wish to consider postponing approval of this resolution for a period of two weeks (until
647 the next city council meeting) to allow any affected property owners a little more time to
648 approach the city with comments.
649

650 Mayor Pruitt made a motion to approve the resolution. Councilmember Lewis seconded the
651 motion, which passed by a vote of 7 ayes to 0 nays.
652

- 653 8. Discuss and consider a resolution requesting financial assistance from the
654 Texas Department of Transportation related to drainage and asphalt repairs

655 at the Ralph M. Hall / Rockwall Municipal Airport and naming the Texas
656 Department of Transportation Aviation Division as its agent for the purposes
657 of applying for, receiving and disbursing all funds for these improvements
658 and for the administration of contracts necessary for the implementation of
659 these improvements, and take any action necessary.

660 **Joey Boyd, Director of Internal Operations, provided brief background information**
661 **concerning this agenda item which is related to a matching grant funds application. Mayor**
662 **Pro Tem Townsend made a motion to approve the resolution. Councilmember White**
663 **seconded the motion, which passed by a vote of 7 ayes to 0 nays.**
664

665 **XIII. CITY MANAGER'S REPORT TO DISCUSS CURRENT CITY ACTIVITIES, UPCOMING MEETINGS,**
666 **FUTURE LEGISLATIVE ACTIVITIES, AND OTHER RELATED MATTERS.**
667

- 668 1. Departmental Reports
669 Building Inspections Monthly Report - May 2016
670 Fire Dept. Monthly Reports - May 2016
671 Harbor PD Monthly Report - May 2016
672 Fire Marshal's Division Monthly Report - May 2016
673 GIS Department Monthly Report - May 2016
674 Internal Operations Department Monthly Report - May 2016
675 Meals on Wheels Senior Services Quarterly Report
676 Police Department Monthly Report - May 2016
677 Recreation Monthly Report - May 2016
678 Rockwall Animal Adoption Center Monthly Report - May 2016
- 679 2. City Manager's Report
680

681 **City Manager Rick Crowley pointed out that departmental reports have been provided, and**
682 **staff is prepared to answer any questions the Council may have at this time. He went on to**
683 **point out that there may have been as many as 20,000 people in attendance at last night's**
684 **city-sponsored 4th of July fireworks display. Mr. Crowley provided additional comments,**
685 **indicating that staff had ordered a plaque for the downtown improvements project;**
686 **however, the vendor inadvertently sent (and staff subsequently installed) a version of the**
687 **plaque that contained incorrect information. Therefore, the vendor will be sending the city a**
688 **replacement plaque containing the correct information at no cost to the city since this**
689 **mistake was their error.**
690

691 **He pointed out that Jim Rosenberg has provided some preliminary information to the**
692 **Council concerning a letter he plans to send out to residents and property owners located**
693 **around and nearby this proposed marina. He would like any feedback from the City Council**
694 **prior to Mr. Rosenberg sending out a letter to neighboring residents. Said feedback was**
695 **requested to be sent to the City Manager or to Mr. Rosenberg directly on/before this Friday.**
696 **Mayor Pruitt suggested that Mr. Rosenberg make clear in this letter that he has not yet**
697 **approached the city with a formal proposal and that, prior to him doing so, he would like to**
698 **inform residents and obtain their feedback in advance. Councilmember White asked if Mr.**
699 **Rosenberg will be including the overhead plan that he previously provided to the city**
700 **council within the mailing he plans to send out. Mr. Crowley indicated that, yes, it is his**
701 **understanding that it will be included along with a comment card. Councilmember Lewis**
702 **pointed out that an initial list of those to whom Mr. Rosenberg planned to mail a letter did**
703 **not include Chandlers Landing; however, that may have changed since he saw the list. Mr.**
704 **Crowley indicated that it Mr. Rosenberg's mailer should include Chandlers as well as its**
705 **HOA.**

706
707 **Mr. Crowley indicated that an examination of all of the city's streets and sidewalks has**
708 **begun to evaluate their condition.**

709
710 **No further discussion took place, and no action was taken concerning departmental and**
711 **city manager reports.**

712
713 **XIV. EXECUTIVE SESSION**

714
715 **THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS**
716 **THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT**
717 **CODE:**

- 718
719 1. Discussion regarding Economic Development incentives, procedures and
720 possible projects pursuant to Section 551.087 (Economic Development)
- 721 2. Discussion regarding proposed renegotiation of City v. Primary Media settlement
722 agreement pursuant to Section §551.071 (Consultation with Attorney)
- 723 3. Discussion regarding the lease of land in the vicinity of the downtown area
724 pursuant to Section §551.072 (Real Property).
- 725 4. Discussion regarding the status of negotiations for an ambulance services
726 contract pursuant to Section §551.071 (Consultation with Attorney)
- 727 5. Discussion regarding lawsuit: Jason Manley and the Manley Grandchildren's
728 Trust FBO Jason Manley v. the City of Rockwall, Texas and Board of
729 Adjustments of the City of Rockwall, Texas (Cause No. 1-16-0580, 382nd
730 District Court) pursuant to Section §551.071 (Consultation with Attorney)
- 731 6. Discussion regarding legal options available to the City pertaining to possible
732 violations of drainage and detention development standards pursuant to Section
733 §551.071 (Consultation with Attorney)

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

735
736 **The Council did not reconvene in Executive Session following the close of the public**
737 **meeting agenda.**

738
739 **XVI. ADJOURNMENT**

740
741 **The meeting was adjourned at 8:06 p.m.**

742
743
744 **PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,**
745 **THIS 5th day of July, 2016.**

746
747
748 **ATTEST:** _____
749 **Jim Pruitt, Mayor**

750
751 _____
Kristy Cole, City Secretary

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City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager
FROM: Timothy M. Tumulty, Director of Public Works/City Engineer
DATE: June 30, 2016
SUBJECT: SH 205 (SH 78 to US 80)

The Texas Department of Transportation (TxDOT) designed and constructed the expansion of SH 205 from IH 30 to SH 66. Phases of construction included the relocation of City utilities to clear potential conflicts with the roadway construction. The City was also required to participate in aesthetic features in the bridge construction over the DGNO Railroad.

The roadway was completed in August 2010. TxDOT has a process that requires final auditing of construction unit prices. This process generally takes at least a year to complete after the project has been completed. For some reason, the final audit for this project took almost four years.

To close the project, TxDOT has requested a final payment from the City of Rockwall in the amount of \$583.63 for utility construction and \$46,502.99 for the Railroad bridge construction for a grand total of \$47,096.42.

Staff request City Council consideration of final payment to TxDOT in the amount of \$47,096.42 for utility and bridge construction for the SH 205 project from IH 30 to SH 66 and take any action necessary.

TMT:em

Attachments

Cc:

Mary Smith, Assistant City Manager
Amy Williams, Assistant City Engineer
File

**STATEMENT OF COST
City of Rockwall Utility**

PROJECT	PRELIMINARY ENGINEERING	UTILITY CONSTRUCTION	CONSTRUCTION ENGINEERING	TOTAL
C 0009-12-203				
0009-12-203				
	\$ -	\$ 1,390,168.31	\$ 89,730.31	\$ 1,479,898.62
	\$ -	\$ 1,390,168.31	\$ 89,730.31	\$ 1,479,898.62

	% Participation		
Preliminary Engineering Portion Funded by Entity	0.00%	\$ -	
Construction Portion Funded by Entity	100.00%	\$ 1,390,168.67	
Construction Engineering Portion Funded by Entity	100.00%	\$ 89,730.31	
Indirect Costs Funded by Entity	0.00%	\$ -	
Total Amount Chargeable to Entity		\$ 1,479,898.98	
Amount Chargeable		\$ 1,479,898.98	
Less: Advanced Cash Payments		\$ 750,000.00	
Amount Due FROM Entity		\$ 729,898.98	
fer from GSJ 0451-01-032		\$ 729,315.35	← 729,315.35
Net Balance Due FROM Entity		\$ 583.63	← 583.63

Certified Correct:


 Noel Paramanatham, P.E. 7/16/14
 Dallas County Area Office Engineer Date

**STATEMENT OF COST
City of Rockwall**

PROJECT	PRELIMINARY ENGINEERING	CONSTRUCTION	CONSTRUCTION ENGINEERING	TOTAL
BR 2006(695) 0451-01-044	\$ -	\$ 76,561.05	\$ 4,941.74	\$ 81,502.79
	<u>\$ -</u>	<u>\$ 76,561.05</u>	<u>\$ 4,941.74</u>	<u>\$ 81,502.79</u>

	% Participation	
Preliminary Engineering Portion Funded by Entity	0.00%	\$ -
Construction Portion Funded by Entity	100.00%	\$ 76,561.05
Construction Engineering Portion Funded by Entity	100.00%	\$ 4,941.74
Indirect Costs Funded by Entity	0.00%	\$ -
Total Amount Chargeable to Entity		<u>\$ 81,502.79</u>
Amount Chargeable		\$ 81,502.79
Less: Advanced Cash Payments		<u>\$ 35,000.00</u>
Amount Due FROM Entity		<u>\$ 46,502.79</u>

Certified Correct:


 Noel Paramanatham, P.E. 7/31/14
Date
 Dallas County Area Office Engineer
 Dallas District

Tumulty, Tim

From: Polita Flemming <Polita.Flemming@txdot.gov>
Sent: Friday, July 01, 2016 12:03 PM
To: Tumulty, Tim
Subject: Final Financial Statement of Cost - 0451-01-044 and 0009-12-203
Attachments: SOC - 0009-12-203 - City of Rockwall -AOsigned.pdf; SOC - 0451-01-044 - City of Rockwall -AOsigned.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Day Tim,

Attached are two financial statements of cost in the amount of \$46,502.70 for 0451-01-044 (SH 205/UPRR), and \$583.63 for 0009-12-203 (IH 30/SH 205).

As discussed, Austin, not the District, is now taking responsibility for requesting project closeout funds from the local governments. In cases, where local governments are owing funds to TxDOT, the Finance Division is placing warrant hold on the local government projects until the funds are fully paid.

Can you please give me a time-frame when you may be able to send the checks to the District?

Please remit the two checks payable to the "Texas Department of Transportation" and mail to:

Mr. Mohamed K. Bur, P.E.
Director of Transportation Planning and Development
Dallas District
Texas Department of Transportation
4777 East Highway 80
Mesquite, Texas 75150-6643

Thanks.
Polita Flemming
Dallas District-TxDOT
Direct: 214-320-4424
Email: polita.flemming@txdot.gov



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City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager
FROM: Kirk Riggs, Chief of Police
DATE: July 11, 2016
SUBJECT: Purchase Protective Gear for all Rockwall Police Officers

The Rockwall Police Department is requesting approval to spend \$94,000.00 to purchase protective gear for all police officers in the department. This expenditure will be made out of the police department's seized funds account. The protective gear to be purchased is ballistic plates, carriers, helmets, deployment bags and emergency medical supplies.

In light of the recent attack in the City of Dallas and other attacks on law enforcement officers throughout the country, we believe this type of protective gear is now essential for officer safety and should be provided to all officers on the street. Currently, the only officers who have this type of protective gear in the department are the members of the SWAT Team. The protective gear will add an additional level of protection to their torso and head from rifle rounds, and it will allow the officers the ability to have access to vital emergency medical supplies in the field if needed.

We are requesting that this become standard issue and will be requesting approval to increase our uniform account for future expenditures. The vendors that the items will be purchased from are GT Distributors, Priority Tool and Machine, and North American Rescue. This equipment is available for purchase from the above mentioned companies through The State of Texas purchasing cooperative. As a member and participant in this cooperative, the City has met all formal bidding requirements pertaining to the purchase of this new protective equipment.

In addition, as we work through the budgetary process we will be requesting an increase of \$325,000 to purchase a Bearcat Armored vehicle and \$234,000 to install ballistic glass on all downstairs glass doors and windows of the Police Department.

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CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Rick Crowley, City Manager
FROM: Lea Ann Ewing, Purchasing Agent
DATE: July 5, 2016
SUBJECT: Budget Amendment to Replace Totaled Truck

Recently the 2005 model service truck used by Harbor personnel was in an accident and as a result, the truck was totaled by TML (City's auto liability insurance provider). Parks operating budget has some funds available from the utility bed not yet purchased for this truck plus the TML settlement check totals \$15,000. The cost of the new replacement truck will be approximately \$26,500. Staff is asking Council to consider a budget amendment of \$11,500 which is the difference needed to purchase the new truck.

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CITY OF ROCKWALL, TEXAS

MEMORANDUM

TO: Mayor and City Council

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

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

DATE: July 18, 2016

SUBJECT: A2016-002; *Valk 212 Development Agreement*

In August of 2013, the City Council approved a 212 Development Agreement [Case No. A2013-002] for the 4.264-acre subject property, which is located north of the intersection of FM-552 and SH-205, in the City's Extraterritorial Jurisdiction (ETJ). According to the memorandums provided to the City Council (see *Exhibit 'A' & 'B'*) the 212 Development Agreement would extend for a period of three (3) years, and upon expiration the owner shall be deemed to have filed a petition for voluntary annexation and annexation procedures would commence. With this being said Section 12, *Terms and Extension*, of the agreement permits the City Council to grant a subsequent term of one (1) year; however, the *Texas Local Government Code* allows the City Council to extend a 212 Development Agreement for successive time periods not to exceed a period of 15 years, with the total duration of the contract (*i.e. the initial time period plus each successive time period*) not to exceed 45 years.

The final agreement -- *attached to this memorandum* -- was signed on December 9, 2013, and will expire on December 9, 2016. In accordance with the agreement staff has notified the current property owner Rick Jones of ADV Rockwall Platinum Property Owner, LLC of the pending expiration. It should be noted that when the 212 Development Agreement was originally approved the owner of the subject property and signatory to the agreement was Ronald C. Valk. The subject property was conveyed to ADV Rockwall Platinum Property Owner, LLC on March 23, 2014. In response to staff's notice, Mr. Jones has submitted a letter requesting the City Council extend the agreement for a subsequent term of one (1) year.

The City Council has the discretion to continue the 212 Development Agreement for a subsequent term or elect to annex the subject property at the termination of this agreement. Regardless of the City Council's choice, staff will be required to send a letter via certified mail notifying the affected property owner of the City Council's decision by September 10, 2016.

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



**Abstract No. 187, J Strickland Survey,
Tract 25-09, Acres 4.273**



**City of
Rockwall**



0 100 200 300 400 Feet
1 inch = 250 feet
CITY OF ROCKWALL
GEOGRAPHIC INFORMATION SYSTEMS

4028 N. GOLIAD STREET
EXPIRING 212 AGREEMENT A2016-002
EXHIBIT A

Advantage Storage
2600 Eldorado Parkway, Suite 110
McKinney, Texas 75070
972-547-0236
rjones@AdvantageStorage.net



27 June 2016

Mr. Ryan Miller, AICP
Director of Planning and Zoning
City of Rockwall, Texas
385 South Goliad Street
Rockwall, Texas 75087

Re: Extension of 212 Development Agreement for property that is generally contiguous with the City of Rockwall's city limits line being described below:

Abstract No. 187, J Strickland Survey, Tract 25-09, 4.273 Acres

212 Agreement dated December 9, 2013 (Case No. A2013-002)

Dear Mr. Miller,

Please accept this letter as our request to extend the above referenced 212 Agreement for an additional one (1) year term as provided for in the agreement.

Thanks for your help in this regard. Please call if you have any questions.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Rick Jones', is written over the 'Best Regards,' text.

Rick Jones
President, Advantage Self Storage, Inc.



City of Rockwall
The New Horizon

MEMORANDUM

TO: City Council
FROM: Robert LaCroix, Director of Planning
DATE: May 15, 2013
SUBJECT: 212 Development Agreement – Valk Property

Ron Valk, owner of a 4.273-acre tract of land located on the east side of SH 205 and north of FM 552 and within the City of Rockwall's Extraterritorial Jurisdiction, has accepted a 212 Development Agreement offered by the City in order to develop the property with a mini-warehouse storage facility. The development agreement includes a development plan, Exhibit B that requires certain development standards be adhered to including fire protection; drainage and detention; building requirements including certain exterior building materials; landscaping; and signage. The term of the agreement is for a period of two (2) years from the effective date. **At termination of the agreement, the owner shall be deemed to have filed a petition for voluntary annexation and annexation procedures will commence.** After annexation, the owner is required to connect to the City's water supply in order to provide adequate fire protection. If the development is completed prior to the termination date, the property may voluntary petition for annexation and after completion may connect to the City's water for fire protection.



City of Rockwall
The New Horizon

MEMORANDUM

TO: City Council

FROM: Robert LaCroix

DATE: August 5th, 2013

SUBJECT: Assured Self Storage – 212 Development Plan Agreement

On May 6th, 2013 the City Council entered into a 212 Development Plan agreement with Ronald C. Valk to develop property within the City's Extraterritorial Jurisdiction (ETJ) to construct a mini-warehouse facility. The proposed facility is located on the eastside of SH 205 north of FM 552. A portion of the property had been sold off leaving an area for development that was less than ten (10) acres and requiring platting of the property. Property within the City's Extraterritorial Jurisdiction (ETJ) that is subdivided into two (2) or more lots and the subdivision is ten (10) acres or less in size are required to have a subdivision plat filed. The City, by interlocal agreement with Rockwall County, is responsible for processing subdivision plats in the City's Extraterritorial Jurisdiction.

The 212 Development Plan Agreement sets certain development regulations the property owner has agreed to for developing the property as a mini-warehouse facility. The development plan essentially set the requirements for the civil construction of the site which includes drainage, detention facilities, waterlines for fire protection, fire hydrants, fire lanes, driveways and access. The intent of this agreement with owner was that certain building code requirements with regard to fire protection would not be required if the buildings were constructed in the County prior to the property being annexed. The construction of building would meet the masonry requirements of the City along with meeting lighting and landscaping requirements.

The property owner, after signing the 212 Development Plan Agreement with the City, submitted building plans to the County for review. As part of the 212 Development Plan, the County was to review the building plans and inspect the construction of the facility. At the time of submittal, the owner assumed that the County's building code would not require fire sprinklers. However, the County in the last few years has adopted the 2003 International Building Code with the local North Central Council of Governments recommended amendments which requires sprinklering of commercial buildings of a certain size including mini-warehouse facilities. The County has refused to waive any building codes with regard to fire protection.

Exhibit 'B': Memorandum (August 5, 2013)

It is the opinion of the City Attorney that the Interlocal Agreement between the City and the County as well as the 212 Development Agreement gives the City the jurisdiction to review all development in the City's Extraterritorial Jurisdiction (ETJ) including the requirement for building plan submittal and adherence to the City's adopted building codes.

The property owner has agreed to the City's review of his building plans. The property owner has also agreed not to seek any waivers to the City's adopted building and fire code with regard to the construction of the facility. The 212 Development has been amended to include the additional requirements as attached in Exhibit "B". **Additionally the term of the agreement has been extended from the original period of two (2) years to a period of three (3) years from the effective date before annexation would occur.**

The 212 Development Plan may be amended by written agreement between the parties. It has been the intent of the agreement that the owner build a higher quality project utilizing masonry building materials, landscaping, lighting, signage to achieve an aesthetically better development that otherwise would not be built in the County in return for the ability to connect to the City's water supply for fire protection.

The Fire Department has provided a supplemental memo concerning Fire Code and Building Code amendments that will affect the only outstanding issue with the proposed development.



**CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Section 212.172 Tex. Local Gov't Code by and between the City of Rockwall, Texas (the "City") and **RONALD C. VALK**, (owner) the property owners of the hereinafter described property (the "Property") in Rockwall County, Texas, sometimes individually or collectively referred to as "Party" or "Parties":

That property described in a deed to RONALD C. VALK which is recorded at Vol. 6363 Page 130 Deed Number: 445759 of the Deed Records of Rockwall County, Texas, and commonly known as **Tax Parcel No. 83400**, which is attached hereto as Exhibit A, consisting of approximately **4.273** acres of land.

WHEREAS, Owners represent that the Property is within the City's existing extraterritorial jurisdiction and more particularly described on Exhibit "A" and to the extent that a portion of the Property lies outside the City's extraterritorial jurisdiction, Owners have voluntarily petitioned for inclusion of such land within the City's ETJ; and

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

WHEREAS, Owners and the City acknowledge that this Agreement between them is binding upon the City and the Owners and their respective successors and assigns for the term of the Agreement;

WHEREAS, Owners represent that it is their intention to develop the Property during the term of this Agreement in accordance with the Development Plan, as set forth and described in Exhibit "B" attached hereto; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Rockwall County;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Continuation of ETJ Status. The City guarantees the continuation of the extraterritorial status of the Property and agrees not to annex the Property for the term of this Agreement, as hereinafter defined, and any subsequent renewals as may be agreed upon by the Parties, subject, however, to the provisions of this Agreement.

Section 2. Development Plan. The Owners covenant and agree that use of the Property for the term of this Agreement and any extensions agreed to by the Parties shall be limited to those uses described on a development plan prepared by the landowner and approved by the City of Rockwall and herein attached as Exhibit "B". Such uses and activities constitute the Development Plan for the Property in satisfaction of Tex. Loc. Gov't Code section 212.172(b). The City hereby approves the use and development of

the Property in accordance with the Development Plan, and, specifically approves the land use as described and identified in the Development Plan. The Development Plan may be amended from time to time by written agreement between the Parties.

Section 3. Governing Regulations

(A) To the extent not inconsistent with the approved Development Plan, the following Rockwall regulations shall apply to any development of the Property, as may be amended from time to time, provided that the application of such regulations does not prevent the continuation of a use established prior to the effective date of this Agreement and which remains lawful at the time the Agreement is executed:

- (1) The Rockwall Unified Development Code Ordinance, Ord. No. 04-38, as amended; for purposes of evaluating any proposed development of the Property under the Unified Development Code.
- (2) The Subdivision Regulations, Chapter 24 of the Code of Ordinances and as amended, together with Standards of Design and Construction, City of Rockwall Texas, as supplemented by the North Central Texas Council of Governments Standard Specifications for Public Works Construction, North Central Texas, 3rd Ed. 1998 (NCTCOG Manual).
- (3) The Building Codes, Ord. No. 12-02, adopting:
 - a. International Building Code, 2009 Edition with amendments;
 - b. International residential Code, 2009 Edition with amendments;
 - c. The International Fire Code, 2009 Edition with amendments;
 - d. International Plumbing Code, 2009 Edition with amendments;
 - e. International Fuel Gas Code, 2009 Edition with amendments;
 - f. Rockwall Code of Ordinances, Property Maintenance Code, with amendments;
 - g. Uniform Swimming Pool Code, 2009 Edition with amendments; and
 - h. International Energy Conservation Code, 2009 Edition with amendments.
 - i. National Electric Code, 2008 Edition with amendments.
 - j. Rockwall Code of Ordinances, Fences, with amendments;
 - k. Rockwall Code of Ordinances, Dangerous Buildings, with amendments;
 - l. Rockwall Code of Ordinances, Moving of Buildings, with amendments.
- (4) The Sign Regulations, Section 15-232 (B); (Ordinance 10-07).

(B) If, pursuant to this Agreement or following termination of the Agreement, portions of the Property are annexed to the City, the Parties further covenant and agree that the use and development of such land thereupon shall be subject to the regulations of the lowest intensity single-family residential district and the subdivision regulations then in effect. In the event any portion of the Property is developed in compliance with this Agreement, then following annexation the Property will be rezoned consistent with the City's approved Comprehensive Plan so that development pursuant to this Agreement does not result in a nonconforming use of the Property and the future use and development of such land shall be governed by the regulations of the zoning district to which the land is reclassified and the subdivision regulations in effect at the time of approval of such rezoning.

Section 4. Agreement Deemed Void in Part; Voluntary Annexation.

(A) If an Owner files any application for or otherwise commences development of any portion of the Property inconsistent with the development plan provided in Section 2, sections 1 and 3 of this Agreement shall become null and void, except as herein expressly provided for.

(B) Thereafter the City may initiate annexation of the Property pursuant to Tex. Loc. Gov't Code subchapter C-1, or other such other provisions governing voluntary annexation of land as may then exist. Owners expressly and irrevocably consent to annexation of the Property under such circumstances. The Owners further agree that such annexation by the City shall be deemed voluntary, and not subject to the requirements and procedures for an annexation plan, as required by Tex. Loc. Gov't Code section 43.052, or successor statute.

(C) Any development application that is submitted to the City for the Property during the term of this Agreement or during any extension, that is inconsistent with the development plan and governing regulations, shall be denied based upon such plan and governing regulations, which collectively shall constitute regulations in effect at the time such application is submitted. The Owners expressly waive any vested rights that might otherwise arise under Tex. Loc. Gov't Code section 43.002 or Chapter 245, or successor statute, from the submittal of such inconsistent development application. The Owners further agree that no use commenced or completed on the Property that is inconsistent with the Development Plan shall be considered established or in existence prior to the date that the City annexes the Property pursuant to this section.

(D) If the City's right to annex, as of the date of this Agreement, is in any way diminished by a subsequent act by the Legislature of the State of Texas during the one year period or any additional period, that this Agreement is in effect, then such act shall be considered as a voluntary petition to annex.

Section 5. Notice of Sale. If the Owner sells or conveys any portion of the Property, prior to such sale or conveyance, Owner shall give 30 days written notice of

this Agreement to the prospective purchaser or grantee and the prospective purchaser or grantee acknowledge the City's rights under the terms of this Agreement. A copy of said notice and acknowledgement shall be forwarded to the City at the following address:

City of Rockwall
City Hall
305 S. Goliad Street
Rockwall, Texas 75087
Attn: City Manager

Section 6. Recording. This Agreement is to run with the Property and be recorded in the real property records, Rockwall County, Texas.

Section 7. Severability. Invalidation of any provision of this Agreement by judgment or court order shall not invalidate any of the remaining provisions which shall remain in full force and effect. It is the intent of the parties that, should it be determined that any portion of the Property was outside of the City's then existing ETJ at the time this Agreement took effect, the provisions of this Agreement shall apply to the remainder of the Property located within the City's extraterritorial jurisdiction.

Section 8. Remedies. This Agreement may be enforced by either Owners or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Entry into this Agreement by Owners waive no rights as to matters not addressed in this Agreement.

Section 9. Change in Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to Section 3.

Section 10. Venue. Venue for this Agreement shall be in Rockwall County, Texas.

Section 11. Execution in Multiple Copies. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 12. Term and Extension. The initial term of this Agreement shall be for a period of three (3) years from the Effective Date (the "Term"). The Effective Date of the Agreement shall be the date the Agreement is executed by the City. Within 180 days prior to end of the Term of the Agreement, the City shall notify the Owners in writing that the Agreement is due to expire. If Owners desire to extend the operation of this Agreement beyond its Term, the Owners, at least 150 days prior to the end of the Term, shall submit a written request to the City for such an extension (an "Extension Request"). The City, at least 90 days prior to the end of the Term shall notify Owners in writing, delivered by certified mail, with respect to its decision whether to extend this Agreement for an additional one (1) year term (referred to as a "Subsequent Term"). In the event

such written notice from the City of its decision is not received by the Owners at least 90 days prior to the end of that Term such Extension Request is deemed granted and this Agreement continues for another Subsequent Term.

Section 13. Termination. If the Owners do not provide an Extension Request pursuant to Section 12, or upon a written decision by the City not to extend the term of this Agreement for a Subsequent Term following the Term, then Owners shall be deemed to have filed a petition for voluntary annexation as of the end of the Term of this Agreement. If Owners submitted an Extension Request, then a notice pursuant to Section 13 by the City that it has decided not to extend the Term of this Agreement shall also include a notification whether it intends, subject to the procedures required by law, to accept the petition for voluntary annexation. If Owners did not submit an Extension request then the City, at least 90 days prior to the end of the Initial Term, shall provide a written notification to Owners, by certified mail, whether it intends, subject to the procedures required by law, to accept the petition for voluntary annexation. Any annexation proceedings pursuant to this section shall be commenced within 180 days after the end of the Term.

Section 14. Negotiations. Upon termination of this Agreement and the decision by the City to accept the petition for voluntary annexation by the Owners, as provided in Section 12 or Section 13, then Owners and the City will enter into good faith negotiations regarding the service plan to be implemented, provided that, unless the parties agree otherwise, the service plan for such land shall conform to, and be implemented in accordance with the City's then existing adopted comprehensive and utility master plans. Upon annexation, the zoning shall initially be a use consistent with development of the Property consistent with the Development Plan or if the Property has not been developed, the lowest intensity residential district, until an appropriate change in zoning is made pursuant to Chapter 211, Tex. Local Govt. Code or successor statute. In connection with annexation pursuant to this section, the Owner hereby waives any and all vested rights and claims that he may have under Section 43.002(a)(2) and Chapter 245 Texas Local Government Code that would otherwise exist by virtue of any actions Owners may take between the termination of this Agreement and the completion of annexation proceedings by the City. Unless the City declines to annex the Property on the petition of the property Owner, the Development Plan and governing regulations consistent with the Development Plan shall apply to any proposed development application prior to completion of annexation proceedings and the adoption of permanent zoning regulations for the Property, and the Development Plan and governing regulations consistent with the Development Plan shall be kept in effect for such purposes.

Section 15. Survival of Covenants. The covenants in Sections 2, 4, 14, and 15 shall survive termination of this Agreement, together with any other provisions, as may be necessary for the implementation of those sections.

The Parties hereto have executed this agreement as of 11/25/13

Owners:

Ronald C. Valk

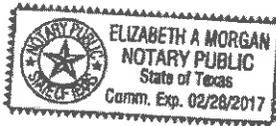
Ronald C. Valk

THE STATE OF TEXAS ;

COUNTY OF Rockwall ;

This instrument was acknowledged before me on the 25 day of November, 2013.

Elizabeth A Morgan
Notary Public, State of Texas



THE STATE OF TEXAS ;

COUNTY OF ;

This instrument was acknowledged before me on the _____ day of _____, 2013.

Notary Public, State of Texas

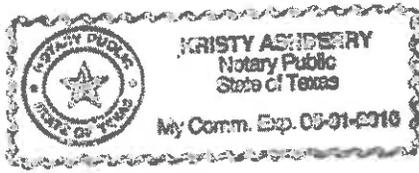
The City of Rockwall, Texas

By: Richard R. Crowley
Richard R. Crowley
City Manager
City of Rockwall

THE STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the 9th day of December, 2013.



Kristy Ashberry

Exhibit "A" to Development Agreement

RCAD ACCT NO: 0187-0000-0025-09-0R

LEGAL DESCRIPTION: Abstract 187 J Strickland Survey, Tract 25-09, Acres 4.273

OWNER: Ronald C. Valk

2906 Panhandle Drive
Rockwall, TX 75087

Exhibit "B" Development Plan

The permanent record of the Development Plan, Exhibit "B", shall reside in the following location:

City Secretary's Office
City of Rockwall
385 S. Goliad Street
City of Rockwall, Texas 75087

Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
01/23/2014 03:54:37 PM
\$58.00
20140000000948



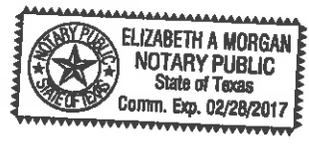
The Parties hereto have executed this agreement as of 11/25/13

Owners:
[Signature]

THE STATE OF TEXAS }
COUNTY OF Rockwall }

This instrument was acknowledged before me on the 25 day of November, 2013.

[Signature]
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2013.

Notary Public, State of Texas

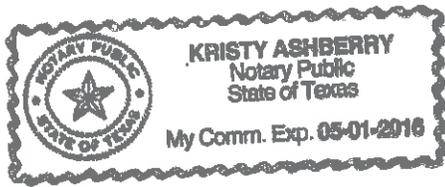
The City of Rockwall, Texas

By: Richard R Crowley
City Manager
City of Rockwall

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 9th day of December, 2013.



Kristy Ashberry

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City of Rockwall
The New Horizon

MEMORANDUM

TO: Rockwall City Council

FROM: Joey Boyd, Director of Internal Operations

DATE: July 14, 2016

SUBJECT: Overview and Status Update of the County Wide Interoperability Radio Network / Consideration of an Interlocal Agreement with Rockwall County

Bobby Jones with Black & Veatch is the consultant to Rockwall County for the new county-wide interoperability radio network. Mr. Jones will be at the meeting on Monday to give the City Council an overview and update on the project. City Staff and the Mr. Jones will be available to answer any questions or concerns the Council may have about the project.

Additionally, an Interlocal Agreement is included for Council review and consideration between Rockwall County and the City for its participation in the county-wide system.



KNOWLEDGE & EXPERIENCE
GUIDING THE WAY

P25 Radio Communications Project

July 18, 2016



KNOWLEDGE & EXPERIENCE
GUIDING THE WAY

P25 Project History

- 2013 – Rockwall County conceived the idea of:
 1. County-wide radio communications system for all agencies
 2. Consolidated Dispatch Center for City and County

- 2014 – Rockwall County pursued:
 1. Procuring and paying for county-wide radio Communications system for all agencies
 2. Ongoing maintenance to be shared by agencies



KNOWLEDGE & EXPERIENCE
GUIDING THE WAY

P25 Project History

- 1Q14 - Rockwall County hired B&V to:
 1. Consult on radio project
 2. Review Motorola non-competitive proposal
 3. Perform Needs Analysis
 4. Write RFP, evaluate vendor proposals, develop contract for new P25 Radio System
 5. Negotiate contract with Harris Corp. December 2015



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GUIDING THE WAY

Summary of Needs Analysis

Summary of Reported System Issues					
Agency / Department	Meets Radio Coverage Requirements ?	Meets Inter-operability Requirements ?	Old and Out-Dated Radio Equipment?	Frequent Equipment Failure?	Channel Congestion Issues?
Rockwall County SO	No	No	Yes	Yes	Yes
RC Constables	No	No	Yes	No	No
Rockwall County EMS	No	Yes	No	No	No
Rockwall County R&B	No	Yes	Yes	No	No
City of Rockwall PD	Some	No	See Note 1	No	No
City of Rockwall FD	No	No	See Note 1	No	No
City of Rockwall PW	Yes	Yes	See Note 1	No	No
Royse City PD	No	No	Yes	No	No
Royse City FD	No	No	Yes	No	Yes
City of Fate PD	No	No	Yes	No	No
City of Fate FD	No	No	Yes	No	No
City of Heath DPS	No	No	No	No	No
McLendon-Chisholm FD	No	Yes	No	No	Yes

Legend:

Problem

No Problem

Note 1: Rockwall purchased spare parts for its aging EDACS system to minimize impact of declining vendor support.



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GUIDING THE WAY

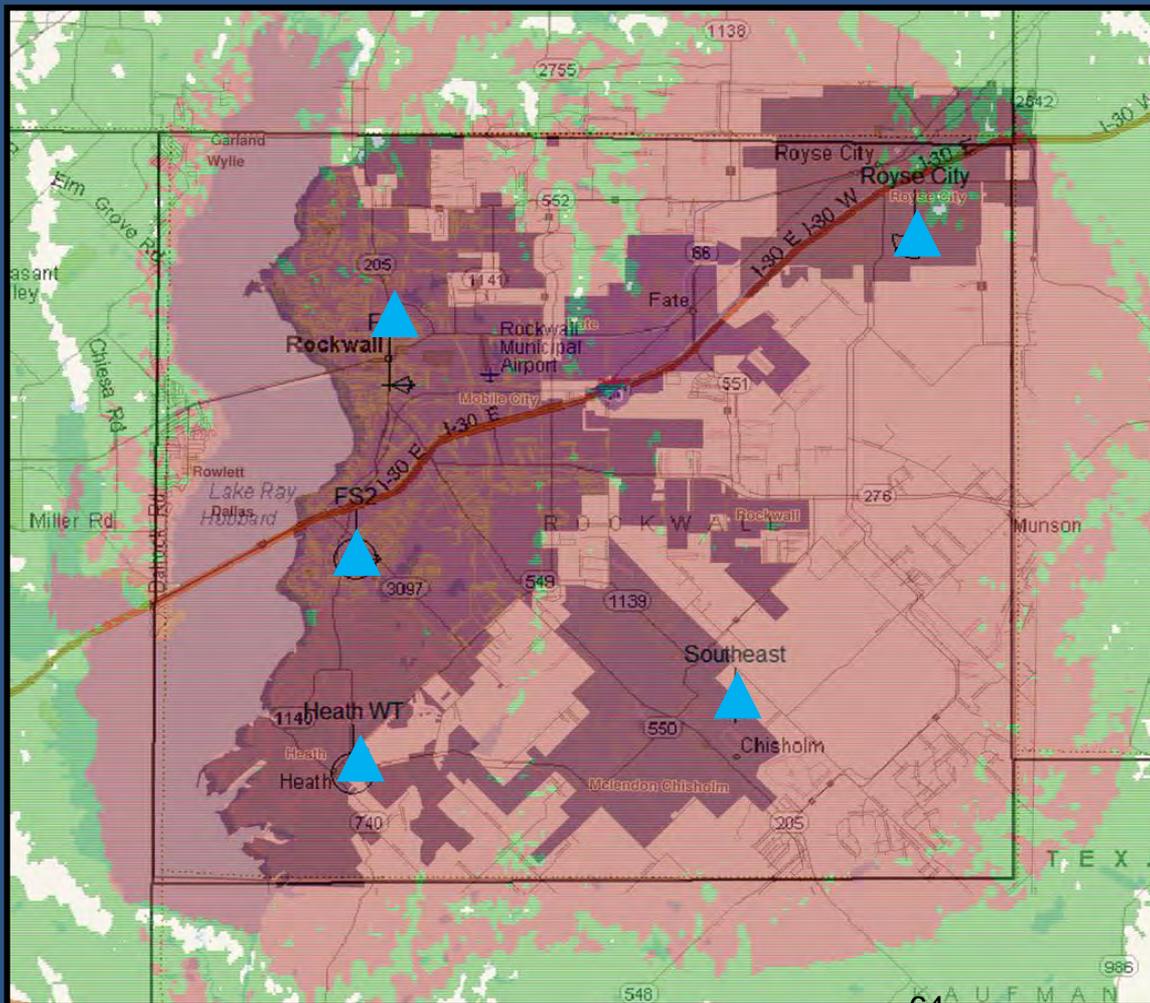
Interoperability

- Interoperability – streamlined way of communicating with other agencies for mutual aid.
- New system will provide Interoperability with:
 1. All agencies within Rockwall County
 2. Garland / Mesquite
 3. Kaufman County
 4. Collin County and all their agencies
 5. City of Dallas
 6. Dallas County

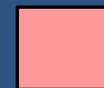


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Five Site System Coverage



10 dB Buildings
*Small / medium residences
convenience stores
Valero, Shell , etc.*



20 dB Buildings
*Large residences
Schools w/ windows
Walmart, Lowes
Bank buildings*



KNOWLEDGE & EXPERIENCE
GUIDING THE WAY

Radio System Management

- Two “System Managers” will be thoroughly trained to run the radio system:
 1. John Vermillion (City)
 2. Tim Williamson (County)



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Scheduled “Cutover” Date

- System scheduled to be operational 4Q17



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GUIDING THE WAY

Questions



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rockwall City Council

FROM: Joey Boyd, Director of Internal Operations

DATE: July 14, 2016

SUBJECT: Interlocal Agreement for County Wide Radio System

In 2014, the City of Rockwall began working with Rockwall County and all the other cities in the County to study a County Wide Interoperable Radio Network. The Rockwall Police Department, Fire Department, and Internal Operations Department worked with the Rockwall County Sheriff's Department, their consultant, and all the other agencies in Rockwall County to develop a comprehensive inventory of radio system equipment needs and coverage requirements for a new system. This process led to Rockwall County issuing a request for proposals for a new multi-site, digital trunked P25 radio system, and ultimately a contract with Harris Corporation for a new county-wide system. Harris Corporation is the current provider of the Cities of Rockwall and Heath's radio system that it partners together for radio communications since 2005 when the current system was purchased.

Attached for the City Council's review and consideration is the Interlocal Agreement between the City of Rockwall and Rockwall County for participation in the Rockwall County Interoperability Radio Network. The agreement establishes what the County will provide to the City and what the City will contribute in fixed site assets to the county-wide system. The main points of the agreement are as follows:

- The system will use 2 existing City-owned communication towers. One at Fire Station 1 and the other at Fire Station 2.
- The term of the agreement is 10 years from the time of the final acceptance of the radio system by Rockwall County, which is anticipated to be October 2017.
- Rockwall County will purchase and provide portable radios to the Rockwall Police Department and Rockwall Fire Department personnel; and provide mobile radios in all police and fire vehicles that were a part of the City's current inventory at the time the County Request For Proposal was finalized.

- It is proposed the City of Rockwall purchase radios for its non-public safety departments. Harris Corporation will give the City contract pricing to purchase these additional radios and the City will pay its pro-rated share of maintenance for the additional radios.
- Rockwall County will also provide all 9-1-1 Dispatch Communication equipment, fire station alerting, system recording, and microwave connectivity comparable to the current configuration.
- Rockwall County will cover the cost of training the current City of Rockwall staff member responsible for radio system administration.
- Year 1 maintenance is included in the purchase price. Estimated maintenance costs for years 2-7 are included in the agreement.

Cost to the City: the anticipated initial cost to the City of Rockwall for additional radios and accessories is not anticipated to exceed \$480,850. It's anticipated that funding for these items can be included in the FY 2017 budget from reserves if approved by the City Council.

Police Department	\$238,244
Fire Department	\$62,318.19
Public Works Departments	\$124,036.36
Trott Communication Group Consulting	\$19,780
Travel for training expenses	\$11,471
Contingency	\$25,000
Total:	\$480,850

Comparative Analysis: to compare the savings the City is receiving by participating in a joint county-wide system, the items below show what the anticipated costs might be for a new radio system if the City were to construct its own 2-site system separate from the Rockwall County system.

1. Estimated Cost of Main System Control Point Equipment:	\$968,426
2. Estimated Cost of Microwave System to Link Sites:	\$254,333
3. Total Simulcast Site #1 (Fire Station 1 Equipment and Services):	\$867,210
4. Total Simulcast Site #2 (Fire Station 2) Equipment and Services):	\$566,191
5. City of Rockwall Dispatch Equipment and Services:	\$546,220
6. Spare Portables for Dispatch:	\$17,294
7. Rockwall PD Mobile and Portable Radios and Related Services:	\$676,284
8. Rockwall FD Mobile and Portable Radios and Related Services:	\$550,773
9. Rockwall FD Station Alerting and Related Services:	\$192,909
10. Rockwall EOC Mobile and Portable Radios and Related Services:	\$38,500
11. Estimated Cost of Interoperability Equipment:	\$100,000
12. Estimated Cost of Training:	\$48,845
13. Estimated Cost of Acceptance Testing:	\$64,452
14. Spare Site Equipment:	\$163,270

Total Estimated Cost for Rockwall Stand Alone System: \$5,054,707

The City Council is asked to authorize the City Manager to execute the interlocal agreement on behalf of the City of Rockwall with Rockwall County for participation in the Interoperability Radio Network. The Council may choose to consider authorizing the execution of the contract at the meeting on Monday night, or the Council may choose to have this consideration included on the next City Council agenda for consideration then.

City Staff and the County's consultant will be available to answer any questions you have about the project.

**ROCKWALL REGIONAL PUBLIC SAFETY RADIO SYSTEM
INTERLOCAL AGREEMENT BETWEEN ROCKWALL COUNTY AND
THE CITY OF ROCKWALL FOR USE OF THE ROCKWALL COUNTY
INTEROPERABILITY RADIO NETWORK**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) executed by and between Rockwall County, Texas, a political subdivision of the State of Texas (the “County”) acting herein by and through its duly authorized Commissioners Court, and the City of Rockwall, a municipal corporation of the State of Texas (the “City”) acting herein by and through its duly authorized City Council, individually referred to as a “Party,” collectively referred to herein as the “Parties.”

WHEREAS, this Agreement is made under the authority of Section 791.001-791.029, Texas Government Code;

WHEREAS, the County has contracted for the development and construction of a public safety trunked radio system otherwise known as the Rockwall County Interoperable Radio Network (“IRN”) that will be licensed by the Federal Communications Commission (the “FCC”), which permits radio communications and transmissions via radio units;

WHEREAS, the City desires to obtain access to the County’s IRN in order to communicate among various public safety units and for use of other municipal purposes;

WHEREAS, each governing body finds that the subject of this Agreement serves a countywide public purpose and is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement;

WHEREAS, the County will ensure the public receives a proper return benefit for allowing the City access to the County’s IRN; and

WHEREAS, the County will retain sufficient control over equipment to ensure the public purpose is maintained.

NOW, THEREFORE, in order to carry out the intent of the Parties as expressed above, and for and in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the County and the City agree as follows:

SECTION 1. RECITALS

The recitals set forth above are incorporated as if fully set forth herein.

SECTION 2. PURPOSE

The purpose of this agreement is to establish and clarify each Party's intents, obligations, and costs as they relate to the City's access and use of the County's IRN.

SECTION 3. DEFINITIONS

Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article II shall have the following meanings when used in this Agreement:

"Console System" means all hardware and software associated with any radio dispatch console or set of consoles that are connected to the County's IRN.

"Effective Date" means the date this Agreement has been approved by the governing bodies of the Party's and signed by the authorized representative of each Party.

"FCC" means the Federal Communications Commission.

"FCC Licenses" means the radio communications licenses granted by the FCC to the County.

"Interoperability Radio Network" or "IRN" means the system or wide-area, multi-site ("simulcast") digital trunked radio system compliant with P25 Phase 2 interoperability standards managed by Rockwall County as an Interoperable Radio Network. The IRN includes all Site Repeater Systems.

"Interoperable Communications Plan" means the plan developed and established by the County to enhance and simplify radio communications among all agencies utilizing the County IRN or connecting its Console Systems to the IRN.

"Main Control Point" means the hardware and software provided by the County as the core component of the P25 700 MHz Trunked Radio System. All Site Repeater Systems must connect to the Main Control Point.

"Primary Access" means an assigned level of system access that determines the choice of access to the IRN between two or more Radio Units.

"Primary Dispatch System" means a communications system upon which the City, its agents, employees or assigns rely primarily when it desires or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units.

"Project 25 (P25) Phase 2" refers to P25 requirements and standards for a digital Common Air Interface (CAI), Time Division Multiple Access (TDMA) based, which provides one voice channel per 6.25 kHz channel spectrum efficiency. The current standards effort focuses on 2-slot TDMA which provides two voice traffic channels in a 12.5 kHz allocation.

“Radio Authentication” means an authentication that utilizes the Project 25 TIA102.AACE Link Layer Authentication standard. It is over-the-air compatible with other P25 manufacturer’s equipment that incorporates the Link Layer standard. The Radio Authentication solution provides an additional level of verification, every time a radio registers to the IRN.

“Radio Units” means a control station (desktop radio), mobile radio, or portable radio and accessories, which have unique identification numbers and are programmed to operate on the IRN for public safety personnel or other city employees that use the IRN.

“Site Repeater System” means the base stations, antenna systems, controllers, and site-specific hardware and software infrastructure associated with the provision of a radio site owned and operated by the County to be connected to the Main Control Point.

“System Code Identification Number” means an identification number that allows Radio Units to gain access to the IRN to enable the Radio Units to communicate among themselves at certain airwave frequencies, providing a Primary Dispatch System for a User’s Radio Units.

“System Maintenance Agreement” or **“SMA”** means the agreement for system maintenance between the County and the Vendor following the purchase, installation and initial warranty and maintenance period of the IRN.

“System Purchase Agreement” or **“SPA”** means the agreement related to the purchase, installation, initial maintenance and warranty period, and operation of the IRN.

“Talk Group” means the specific group of radio units allowed to communicate privately within that group over shared infrastructure resources

“Term” means, collectively, the initial term of this agreement together with each renewal term.

“Vendor” means Harris Corporation, the provider of the IRN selected by and duly contracted with the County.

SECTION 4. GRANT OF PERMISSION/ACCESS TO IRN

The County hereby grants the City permission to access the IRN and operate its Radio Units on the IRN including the P25 Phase 2 700 MHz Trunked Radio System owned and managed by the County in accordance with the specific details and requirements for use as set forth in this Agreement under Terms of Use.

SECTION 5. TERM OF AGREEMENT/TERMINATION

This Agreement shall begin between the County and the City upon the last day executed by both Parties and shall continue in full force and effect for a term of ten (10) years from the final acceptance of the IRN by the County from the Vendor. Thereafter, this Agreement will automatically renew for subsequent annual terms unless one of the Parties provides the other Party written notice of its desire not to renew the Agreement at least 270 days prior to the

expiration of the initial term or each subsequent annual renewal term. Termination or cessation of this Agreement between the County and the City will not affect the continuation of any other agreement the County may have with any other participating municipality. Any termination or default of this Agreement by the City before the end of the initial 10-year term of this Agreement will result in a termination of the non-exclusive permission to operate any radio equipment on the IRN. Additionally, the City must return all Radio Units and equipment provided to them by the County at the commencement of this Agreement. The County will remain the sole licensee of all 700 MHz channels used by the IRN.

Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return mail receipt requested, to the other Party at the addresses set out herein. Upon termination of this Agreement, neither party will have any obligations to the other party under this Agreement, other than those set forth above.

SECTION 6. INSTALLATION AND USE OF IRN

Both Parties hereby agree that the system shall only be used by participating municipalities and authorized entities in Rockwall County. However, nothing in this Agreement shall be construed so as to restrict the County from granting access to other users or allowing the City to grant use of the system by others when it is agreed by the County to be in the best interests of the Parties.

SECTION 7. TERMS OF USE

The County agrees that during the term of this Agreement, it will:

- A. Operate and maintain the P25 Phase 2 700 MHz IRN to which Console Systems will connect and on which radio units will operate;
- B. Acquire and provide to the City all initial Radio Units for public safety purposes at an amount commensurate to the City's number of Mobile, Portable, and Control Station Radio Units agreed upon and exhibited in the Vendor Radio System Contract;
- C. Provide to the City the opportunity to purchase additional radios as needed by the City pursuant to the terms submitted by Vendor in RFP proposal. The discounts in pricing proposed by Vendor will be valid for a period of 5 years upon the County's final acceptance of the IRN.
- D. Acquire and provide to the City radio dispatch operator positions, fire station alerting capabilities, and logging recorder systems commensurate to the City's configuration agreed upon and exhibited in the Vendor Radio System Contract.
- E. Provide the City with access to the County's IRN to engage in radio communications among its Radio Units as a Primary Dispatch System;
- F. Provide the City with a Systems Code Identification Number for each Radio Unit owned and operated by the City including a prescribed block of identification numbers to assign future Radio Units that may be acquired by the City. The City must provide written

authorization to the County prior to the release of the City's radio ID's or any other information to a third party vendor or agency;

- G. Ensure the initial programming of all Radio Units for the City;
- H. Provide the same level of priority access to the IRN for the City as that afforded to the County or any other user;
- I. Provide the City's designated system administrator with manufacturer training for administration of City radios connected to the IRN, as identified in the Vendor Radio System Contract; and
- J. Provide the City's authorized staff with remote access to system administration tools including diagnostics, usage reports, activity logs, and user setup and administration; and
- K. Provide the City's designated system administrator, to the extent reasonable and necessary, access upon and through any County property including all tower sites on which any component of the IRN is located for the purpose of installing, inspecting, testing, operating, maintaining, servicing, repairing, upgrading, and using the System.
- L. Provide for adequate insurance coverage of all equipment associated with the IRN installed and maintained at City facilities (excluding Radio Units and dispatch center equipment provided to the City).

The City agrees that during the term of this Agreement, it will:

- A. Designate an employee or employees to serve as system administrator(s) to assist in providing support and maintenance to the City's individual users of the IRN;
- B. Provide the County notification of any increases, reductions or other changes to the number of Radio Units that have access to the County's IRN;
- C. Use the System Code Identification Number described in this Agreement to access the County's IRN as a Primary Dispatch System;
- D. Ensure proper programming of the City's Radio Units following the initial programming by the County. The City shall have the ability to utilize a manufacturer-certified contractor for subsequent radio programming activities. The City will have the ability to utilize internal staff for the programming of radios following manufacturer training of said staff. The City shall have the sole authority to program its radios with frequencies and systems that are not affiliated with the IRN and share the City's non-IRN affiliated frequencies with other entities not affiliated with the IRN for the purpose of mutual aid with neighboring law enforcement and/or public safety agencies;
- E. Ensure that any subsequent future City's Radio Units seeking access to the County's IRN, regardless of the manufacturer, contain active P25 Phase 2 TDMA and Radio Authentication options. Any radio without these featured options will not be activated.

- F. Use due diligence in the maintenance and configuration of their Radio Units to ensure that no City radio causes a degradation to the operation of the IRN. After notice to the City and opportunity to cure the problem, the County shall have the right to remove from operation any field radio unit or equipment owned by the City that is operating on, or attached and/or interfaced to the IRN, if such equipment is found to cause interference or harm, to the IRN in any way;
- G. At the request of the County, ensure testing or repair for proper operation of Radio Units by an authorized radio repair facility approved by the County at the City's expense;
- H. Provide the County's designated system administrator, to the extent reasonable and necessary, access upon and through any City property on which any component of the IRN is located for the purpose of installing, inspecting, testing, operating, maintaining, servicing, repairing, upgrading, and using the System; and
- I. Provide additional consideration to the County as set forth in Section 11 of this Agreement.

SECTION 8. RADIO COVERAGE

Numerous measures have been taken to provide the IRN with the greatest extent of radio coverage that is practical. It is expressly understood and agreed that one hundred percent (100%) radio coverage of all areas at all times is improbable. There may be excessive building or structure loss characteristics that prevent particular areas inside a building or structure from having radio coverage. There also may be adverse transmission conditions such as short-term unpredictable meteorological effects and sky-wave interference from distant stations that can interrupt the Radio System. Likewise, there are other causes beyond reasonable control of the County, including, but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the City's expense.

SECTION 9. MAINTENANCE OF SYSTEM

The City hereby acknowledges that the County shall enter into a System Maintenance Agreement ("SMA") with the Vendor or authorized maintenance contractor to repair and maintain IRN components and software after expiration of manufacturer warranty coverage. The SMA will be structured to repair and maintain the IRN per manufacturer recommendations and exercise best industry practices for maximizing the system's availability and operation.

The warranty period shall commence upon the final project acceptance. For the IRN System Infrastructure, the period of warranty shall be for a period of two years. For the Radio Units, the period of warranty shall be for a period of three years.

Following the warranty periods, the County will maintain the SMA in good standing with the Vendor. The County agrees to provide a true and correct copy of the SMA to the City prior to execution of the SMA for the City's review of and input to the terms and conditions. Table 1 below depicts the estimated maintenance services to be contracted.

Table 1: Estimated Maintenance Services to be Contracted	
Infrastructure Equipment	✓
On-Site Response Service (2 Hr)	✓
Network Operations Center (NOC) Monitoring	✓
Technical Assistance Center (TAC)	✓
Infrastructure Repair Service	✓
Infrastructure Preventative Maintenance	✓
Microwave Radio Equipment	✓
Dispatch Equipment	✓
Fire Alerting	✓
Eventide Logging	✓
Mobiles, Portables, Control Stations	✓
Southwest Regional Service Center Support	✓
Factory (Depot) Repair	✓
Generators, UPSs	✓
Software Maintenance Agreement	✓
Software FX	✓
Hardware FX (One Hardware Upgrade through first 7 years)	✓
Installation Services for FX (Infrastructure)	✓
Software Install and Programming Services for FX (Radio Units)	✓
Preventative Maintenance for Radio Units (Annual testing and alignment of all Radio Units)	✓

Rockwall County shall invoice the City for its pro-rata share of the maintenance costs of the IRN System Infrastructure and Radio Units and the City agrees to pay the invoice within thirty (30) days of the invoice's date. Pro-rata share is calculated based on the City's proportion of total number of Radio Units (mobiles, portables, and control stations) originally contemplated under this Agreement. The City's approximate pro-rata share of the annual maintenance fees are set forth in Table 2 below. The estimated figures are through Year 7. The County will obtain cost figures for additional years upon approaching those succeeding years. Any additional Radio Units purchased by the City not originally contemplated by this Agreement will be added to the SMA. Any adjustment in the total cost of the SMA directly attributed to the addition of new Radio Units will be the full responsibility of the City. The Vendor's 2-year warranty on the radio system infrastructure does not include "Network Operations Center (NOC) Monitoring" for Year 2. The Pro-rata cost for Network Operations Center (NOC) Monitoring is reflected in Year 2 below.

Table 2: City of Rockwall Estimated Maintenance Fees							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
IRN System Infrastructure	\$0	\$15,067	\$81,240	\$83,678	\$86,189	\$88,774	\$91,437
Dispatch Equipment	\$0	\$0	\$12,348	\$12,719	\$13,100	\$13,493	\$13,898
Software Maintenance Agreement		\$68,590	\$68,590	\$68,590	\$68,590	\$68,590	\$68,590
Radio Units	\$0	\$0	\$0	\$27,124	\$27,938	\$28,776	\$29,640
Preventative Maintenance - Radio Units	\$0	\$18,134	\$18,678	\$19,238	\$19,815	\$20,409	\$21,022
Totals	\$0	\$101,791	\$180,856	\$211,348	\$215,631	\$220,042	\$224,586

SECTION 10. FUTURE SYSTEM UPGRADES

The City and County recognize that changing conditions may impact the various needs of the Parties. Further, it is recognized that the system needs of the City and the County, while currently mutually compatible with the system, may become divergent at some point in the future.

If future system changes and upgrades are required by both Parties, they shall be made by mutual agreement of both Parties. If future system changes or upgrades are only required by one Party, the Party requiring said system changes or upgrades shall have the ability with County approval to meet their needs through the proper study, procurement, testing, and acceptance procedures.

Both Parties agree that the ability for future system changes and upgrades to cure coverage deficiencies will not be reasonably withheld from each other. The City and the County agree that no changes or upgrades made to the IRN will detract from the full use and enjoyment of the system by both Parties.

The need for future software upgrades, beyond those incurred as a result of a Software Maintenance Agreement contract, shall be determined by affirmative agreement of the Parties. Upon agreement that such software upgrades are needed, the City shall be responsible for paying the cost of agreed upon software upgrades for equipment that has been purchased by the City, and the County shall be responsible for paying the cost of agreed upon software upgrades for equipment that has been purchased by the County. Details of future software upgrades shall be negotiated and agreed by the City and the County prior to their purchase.

SECTION 11. CONSIDERATION

The County shall provide to the City all Radio Units for public safety purposes at an amount commensurate to the City's number of Mobile, Portable, and Control Station Radio Units agreed upon and exhibited in the Vendor Radio System Contract.

The County shall provide to the City radio dispatch operator positions, fire station alerting capabilities, and logging recorder systems commensurate to the City's configuration agreed upon and exhibited in the Vendor Radio System Contract.

The City shall deliver to the County all City radio equipment that is being replaced by the Radio Units connected to the IRN no later than 90 days after the County's acceptance of the IRN upon the completion of its development, installation, and testing to be performed by the Vendor. Those items necessary for the operation of the IRN and interoperability with other agencies for the purpose of mutual aid will be excepted from this "trade-in" provision.

The City shall provide access to Fire Station 1 and 2 to the County for the purpose of utilizing existing tower space to install and maintain certain IRN simulcast trunked repeater site equipment at each location.

The City shall provide access to an equipment room location in the City Police Department facility to install and maintain the equipment for the backup Main Control Point for the IRN.

The City will coordinate with the County and the Vendor for the location of such equipment as well as the construction of any requisite shelter facility to house equipment necessary for the operation of the IRN.

SECTION 12. COMPLIANCE WITH LAWS

The County and the City shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The City will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the City is responsible for enforcing such compliance by its employees, volunteers, or any individual operating City Subscriber Radio Equipment. Furthermore, the City will be responsible for payment of any fines and penalties levied against the County as a result of improper or unlawful use of Subscriber Radio Equipment owned by the City.

In order to comply with Federal, State, and Local Laws and/ or Mandates, the City, as an authorized user of the County's licensed frequencies, may be required to modify, reconfigure, or replace owned Subscriber Radio Equipment. For as long as this Agreement is in force, the City will cooperate with the County to facilitate such activities as necessary.

SECTION 13. LIABILITY

Nothing in the performance of this Agreement shall impose any liability for claims against the County or the City other than claims for which liability may be imposed by the Texas Tort Claims Act.

It is expressly understood and agreed that the City shall operate as a separate and distinct political subdivision as to all rights and privileges granted herein, and not as agent, representative or employee of the County. Subject to and in accordance with the conditions and provisions of this Agreement, the City shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The County agrees to maintain the IRN per manufacturer recommendations and the terms of the SMA.

SECTION 14. NON-APPROPRIATION OF FUNDS

The County and the City will use best efforts to appropriate sufficient funds and/or other applicable considerations to support obligations under this Agreement. However, in the event that sufficient funds and/or other applicable considerations are not appropriated by either Party's governing body, and as a result, that Party is unable to fulfill its obligations under this Agreement, that Party (i) shall promptly notify the other Party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds and/or other applicable considerations have been appropriated.

SECTION 15. ASSIGNMENT

The City and County mutually agree that neither Party have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the both Parties.

SECTION 16. NO WAIVER

The failure of either Party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

SECTION 17. AMENDMENTS

No amendment to this Agreement shall be binding upon either Party hereto unless such amendment is set forth in writing, and signed by both Parties.

SECTION 18. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

SECTION 19. CONFIDENTIAL INFORMATION

To the extent permitted by law, the City for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the County as confidential and shall not disclose any such information to a third party without the prior written approval of the County.

The City shall store and maintain County information in a secure manner and shall not allow unauthorized users to access, modify, delete, or otherwise corrupt County information in any way. The City shall notify the County immediately if the security or integrity of County information has been compromised or is believed to have been compromised.

SECTION 20. FORCE MAJEURE

The Parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this Agreement.

SECTION 21. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Rockwall County, Texas or the United States District Court for the Northern District of Texas - Dallas Division. In any such action, each Party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

SECTION 22. NOTICES

All notices sent pursuant to this Agreement will be in writing and must be sent by registered or certified mail, postage prepaid, return-receipt requested.

Notices sent pursuant to this Agreement will be sent to the following addresses for each respective Party:

COUNTY
County Judge
Rockwall County Judge's Office
101 Rusk Street, Ste. 202
Rockwall, Texas 75087

CITY
City Manager
City of Rockwall
385 S. Goliad St.
Rockwall, Texas 75087

With a copy sent to:

County Auditor
1111 E. Yellowjacket Ln., Ste. 202
Rockwall, Texas 75087

When notices sent pursuant to this Agreement are mailed by registered or certified mail, notices will be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

SECTION 23. SIGNATURE AUTHORITY

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Agreement.

SECTION 24. ENTIRETY OF AGREEMENT

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between County and the City as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. This Agreement may not be amended unless set forth in writing and signed by both Parties.

THIS AGREEMENT IS HEREBY EXECUTED BY THE PARTIES AS FOLLOWS:

Rockwall County

City of Rockwall

Honorable David Sweet
County Judge

Rick Crowley, City Manager

Date: _____

Date: _____

Attest: Shelli Miller, County Clerk

Attest: Kristy Cole, City Secretary

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City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager
FROM: Mary Smith, Assistant City Manager
DATE: July 31, 2015
SUBJECT: Budget Planning Overview

Tax Rate Overview

The City is developing the FY2017 budget with preliminary tax information from the Rockwall Central Appraisal District (RCAD). RCAD is working through about 5900 protests countywide during these last few weeks. All of the below figures and calculations are based on estimates as we know them now. Final figures are due to the taxing entities later this month.

Assessed Value	\$ 4,542,412,909
Senior Property Values	430,257,002
New Values	104,000,000 (New Construction)

Percentage Increase:	
From New Values	2.4%
From Existing Properties	<u>5.2%</u> (estimated with hearings underway)
Overall	7.6%

Effective Tax Rate Estimate	45.84 cents per hundred
Current FY16 Tax Rate	47.55 cents per hundred

Estimated Debt Service Tax Rate	22.63 cents per hundred (current rate is 24.13 cents)
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Rollback Rate Estimate	46.79 cents per hundred
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Debt Projections

We do not anticipate a new debt issuance in FY2017. Having taken advantage of the opportunity to refinance existing debt and having made the final debt service payments on the gun range and short-term debt for equipment, the annual debt service payment for FY17 compared to FY16 decreased by about \$520,000.

Water and Sewer Fund

While rates increased for fiscal year 2016, water consumption has still not returned to previous levels although the financial position of the water and sewer fund has improved. The report issued by NTWMD for June 30 showed Rockwall using 69.4% of our annual take or pay minimum with only the month of July remaining in the water year. The district has notified the City of the intent to increase the cost of treated water by 10.4% as well as increases in all sewer systems. In meetings being held with the member cities, the district previewed their proposed budget, which included 23 new positions, more than \$246 million of capital purchases and \$535 million in new debt.

Revenue Projections

Staff has estimated total General Fund revenues for fiscal year 2017 to be at least \$32,845,550.

The estimated assessed value growth is due in part to the value of new housing starts in 2015, which are adding approximately \$104,000,000 to the tax rolls.

We are carefully considering the estimation of sales tax revenue for fiscal year 2016. The 2016 revenues were projected to increase by 4% but instead are in the 6% range. Looking back at increases for the last five, ten and fifteen year period shows average growth of 6 – 7% each of those periods.

An additional major source of revenues for the City – Building Permits, and other construction related revenues, are expected to increase in fiscal year 2017 due to increased interest and activity among developers and builders.

Total Requested Expenditures

Department budget requests were submitted and the total is \$36,337,750. The department heads were instructed to complete their budgets asking for those items or personnel they feel are needed for next year without regard to the potential for funding. This practice of the last several years allows Council to see the full impact of items that may be deferred due to a lack of available funding. The City Manager and the City Council will also have information made available by the recent departmental strategic planning as the budget is being considered.

Meetings with department heads are underway and the process of building the proposed budget is in progress. As always, it is the obligation of the City Manager to propose a “balanced budget” to the Council for consideration. With the Council’s busy summer schedule in mind, we are proposing either Friday August 26 or Monday August 29 to review the proposed balanced budget in its entirety that day.

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**CITY OF ROCKWALL, TEXAS
MEMORANDUM**

TO: Honorable Mayor & City Council Members

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

DATE: July 15, 2016

SUBJECT: Advisory Boards & Commissions

Architectural Review Board - (Fowler)

The following commissioners are eligible to be considered for reappointment:

<i>Reappointments</i>	Name	Interested in Reappointment?	New Term Would Expire
	Kristi Mase	YES	Aug. 2018
	Adan Tovar	YES	Aug. 2018

- There are currently two (2) vacancies (vacated by Julien Meyrat and Enid Reyes).
- Councilmember Fowler recommends the Council consider the following new appointments:

<i>To Fill Vacancies</i>	Name	Interested in Being Appointed?	Term Would Expire
	Phillip Craddock	YES	Aug. 2018
	Jerry Welch *	YES	Aug. 2017

* Mr. Welch currently serves on the city's Building & Standards Commission; however, the BSC rarely meets (about 1-2 times per year max.), so it is not anticipated that dual service on the ARB would pose a conflict as long as the Council is in agreement.

Historic Preservation Advisory Board - (Pruitt)

The following commissioners are eligible to be considered for reappointment:

<i>Reappointments</i>	Name	Interested in Reappointment?	New Term Would Expire
	Dick Clark	YES	Aug. 2018
	Beverly Bowlin	YES	Aug. 2018

- There is currently one (1) vacancy (vacated by Tina Rowe).
- Mayor Pruitt recommends the Council consider the following new appointment:

<i>To Fill Vacancy</i>	Name	Interested in Being Appointed?	Term Would Expire
	Maurice Thompson	YES	Aug. 2018

Park Board - (Townsend)

The following commissioners are eligible to be considered for reappointment:

<i>Reappointments</i>	Name	Interested in Reappointment?	New Term Would Expire
	Brad Bassett	YES	Aug. 2018
	Wayne Larson	YES	Aug. 2018
	Charles Johnson	?	Aug. 2018

- There is currently one (1) vacancy (vacated by Kevin Moffatt).
- Councilmember Townsend is the liaison to this board and is working on his recommendation regarding filling this vacancy.

ART Review Team (ART Commission)

The following commissioners are eligible to be considered for reappointment:

<i>Reappointments</i>	Name	Interested in Reappointment?	New Term Would Expire
	Betty Jean Houglund	YES	Aug. 2018
	Doug Agee	He is unsure at this time. He will decide by next month.	Aug. 2018

APPLICANT INFO
(for vacancy recommendations)

ARCHITECTURAL REVIEW BOARD

Submitted: 06/30/2015

NAME & ADDRESS

Phillip Craddock
2975 Oak Drive
Rockwall, TX 75032

VOTER REGISTRATION

Registered Voter: YES

PERSONAL DETAILS

I am a Architect, with my own firm in Rockwall. I have been a Designer in the Medical / Office / Retail and Residential Area's for 15 yrs, I have a BS Arch from UTA. I love Art and Architecture and would like to see more good Architecture in homes and businesses in our community.

HISTORIC PRESERVATION ADVISORY BOARD

Submitted: 07/16/2014

NAME & ADDRESS

Maurice Thompson
1370 Shores Circle
Rockwall, TX 75087

VOTER REGISTRATION

Registered Voter: YES

PERSONAL DETAILS

I am retired from owning a technical documentation company but work part-time as organist and choir director at Holy Trinity By The Lake Episcopal Church in Heath. I have a Bachelors and Masters degree in music and three years toward my doctorate from UT Austin. I am on the board of Rockwall Alliance for the Arts, just rolling off as Treasurer.

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