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Z2016-026 - Consider a request by Jason Lentz of Atticus Rockwall, LLC for the approval of an ordinance for a PD Development Plan establishing 36 townhouses on a 3.462-acre portion of a larger 6.915-acre tract of land identified as Lots 3A, 4A & 5A, Isaac Brown Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 32 (PD-32), situated within the Residential Subdistrict and within the Scenic Overlay (SOV) District, located north of the intersection of Ridge Road [FM-740] and Glen Hill Way, and take any action necessary (2nd Reading).

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Consider approval of an ordinance amending Chapter 18. Fire Prevention and Protection, Article II. Fire Code Standards, Section 18-34. Plan Review Fee, authorizing the Office of the Fire Marshal to assess fees for fire permits, construction and operational services, inspections, third party reviews, and miscellaneous fees, and take any action necessary. (2nd reading)

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Consider approval of the engineering services contract with Hydrological Support Services, LLC to perform flood study reviews for developments within the City in an amount not to exceed \$40,000. Funding provided from the FY 2016-17 Engineering Department Operations Budget and developer reimbursement and take any action necessary

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Consider approval of one year renewal of Yellowjacket Ball fields Facility Use Agreement between Lake Pointe Church and The City and take any necessary.

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Z2016-023 - Hold a public hearing to discuss and consider a request by Kevin Dale Wommack & Pamela McCollum for the approval of an ordinance amending Specific Use Permit (SUP) No. S-118 [Ordinance No. 14-02] to allow for an accessory building that exceeds the maximum size requirements as stipulated by Article IV, Permissible Uses, of the Unified Development Code for a 1.4952-acre tract of land identified as Lot 17, Block B, Sterling Farms Addition, City of Rockwall, Rockwall County, Texas, zoned Single Family Estate 1.5 (SFE-1.5) District, addressed as 1970 Copper Ridge Circle, and take any action necessary (1st Reading).

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Z2016-025 - Hold a public hearing to discuss and consider a request by Jason Lantz of Atticus Rockwall, LLC for the approval of an ordinance for a PD Development Plan establishing a 228 unit, condo development situated on a 3.453-acre portion of a larger 6.915-acre tract of land identified as Lots 3A, 4A & 5A, Isaac Brown Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 32 (PD-32), situated within the Interior Subdistrict, located adjacent to Summer Lee Drive southwest of the intersection of Horizon Road [FM-3097] and Summer Lee Drive, and take any action necessary (1st Reading).

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Z2016-028 - Hold a public hearing to discuss and consider a request by Susan Gamez for the approval of an ordinance for a zoning change from an Agricultural (AG) District to Residential Office (RO) District on a 0.478-acre tract of land identified as Tract 7 of the D. Atkins Survey, Abstract No. 1, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the Scenic Overlay (SOV) District, addressed as 2001 Ridge Road, and take any action necessary (1st Reading).

Z2016-028 . . . . .	130
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Z2016-029 - Hold a public hearing to discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects on behalf of D. W. Bobst of J-BR2, LLC for the approval of an ordinance for a Specific Use Permit (SUP) to allow a retail store with more than 2 gasoline dispensers on a 2.59-acre tract of land being a portion of a larger 7.32-acre tract of land identified as Tract 17-12 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, situated at the southwest corner of the intersection of SH-205 [S. Goliad Street] and FM-549, and take any action necessary (1st Reading).

Z2016-029 . . . . .	150
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Discuss and consider the City of Rockwall's participation in a Back the Blue event to be held on October 27, 2016 and take any action necessary.

Memo re Mobile Restroom Trailer for Back the Blue Event . . . . .	172
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SP2016-016 - Discuss and consider a request by Tim Seymore of Seymore Custom Homes, LLC on behalf of James & Robin Meade for the approval of an exception to the masonry requirements and a variance to the parking standards as stipulated by the Unified Development Code in conjunction with an approved site plan for a commercial/industrial building on an existing 2.02-acre commercial/industrial facility identified as Tract 2-22 of the J. R. Johnson Survey, Abstract No. 128, City of Rockwall, Rockwall County, Texas, zoned Heavy Commercial (HC) District, addressed as 496 National Drive, and take any action necessary.

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SP2016-017 - Discuss and consider a request by Rex Walker of Life Springs Church for the approval of a variance to the horizontal articulation requirements in conjunction with an amended site plan for a church facility on a seven (7) acre portion of a larger 28.881-acre tract of land identified as Tract 15-01 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Corridor Overlay (SH 205 BY-OV) District, located on the north side of John King Boulevard east of the intersection of John King Boulevard and SH-205, and take any action necessary.

    SP2016-017. . . . . 199

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Discuss and consider a request from Suntex RHCL Marina to Assign the Concession Agreement for the marina at Chandlers Landing to Ray Hubbard SMI, LLC and take any action necessary

    Memo re Consent to Assign Suntex RHCL Marina to Ray Hubbard SMI. . . . . 211

    DOCS1-#245089-v1-Suntex\_Rockwall\_(Consent\_to\_Assignment). . . . . 212

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Discuss and consider approval of the Rockwall Economic Development Corporation (REDC) budget for fiscal year 2017 and amended budget for fiscal year 2016, and take any action necessary.

    REDC staff memo. . . . . 215

    REDC budget worksheets. . . . . 216

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Discuss and consider approval of the Rockwall Technology Park Association budget for fiscal year 2017 and amended budget for fiscal year 2016, and take any action necessary.

    RTPA staff memo. . . . . 224

    RTPA budget worksheets. . . . . 225

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Discuss and consider the Hotel Tax Subcommittee recommendations for funding allocations in fiscal year 2017, including authorizing the City Manager to execute associated funding agreements, and take any action necessary.

    Subcommittee Memo . . . . . 231

    Subcommittee recommendations spreadsheet . . . . . 232

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

    Staff memo . . . . . 234

    Amending Ordinance . . . . . 235

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Discuss and consider the proposed budget for fiscal year 2017 and approval of an ordinance adopting the proposed budget, and take any action necessary.

    Staff memo . . . . . 237

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Discuss and consider approval of an ordinance levying ad valorem taxes for the tax year 2016, and take any action necessary.	
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Discuss and consider appointments to the city's Youth Advisory Council (YAC) for the 2016-17 school year, and take any action necessary.	
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Discuss and consider an amendment to the Fixed Base Operator / Airport Management Agreement with Todd Parks of Texas Air Center and take any necessary action.	
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**AGENDA**  
**ROCKWALL CITY COUNCIL**  
**Monday, September 19, 2016**  
**5:00 p.m. Regular City Council Meeting**  
**City Hall, 385 S. Goliad, Rockwall, Texas 75087**

**I. CALL PUBLIC MEETING TO ORDER**

**II. EXECUTIVE SESSION.**

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

1. Discussion regarding the lease of land in the vicinity of the downtown area pursuant to Section §551.072 (Real Property)
2. Discussion regarding the status of ambulance services contract pursuant to Section §551.071 (Consultation with Attorney)
3. Discussion regarding terms and conditions of Zanata's Restaurant Agreement pursuant to Section §551.071 (Consultation with Attorney)
4. Discussion regarding Primary Media failure to comply with court order in City of Rockwall v. Primary Media pursuant to Section §551.071 (Consultation with Attorney)

**III. ADJOURN EXECUTIVE SESSION**

**AGENDA**  
**ROCKWALL CITY COUNCIL**  
Monday, September 19, 2016  
6:00 p.m. Regular City Council Meeting  
City Hall, 385 S. Goliad, Rockwall, Texas 75087

**IV. RECONVENE PUBLIC MEETING**

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

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

**VII. PROCLAMATIONS / AWARDS**

- p. 11** 1. Presentation of the Building Officials Association of Texas Award for Excellence in Code Enforcement

**VIII. OPEN FORUM**

**IX. CONSENT AGENDA**

- p. 13** 1. Consider approval of the minutes from the Tuesday, September 6, 2016 regular city council meeting, and take any action necessary.
- p. 29** 2. Consider approval of the 16-inch Water line Relocation FM 3097 (Horizon Road) and authorize the City Manager to execute a contract with Four Star Excavating, Inc. of Dallas, Texas in the amount of \$80,916 to be reimbursed by TxDOT up to 90% and the remainder to be funded by the 2016 Water & Sewer Bonds, and take any action necessary.
- p. 48** 3. **P2016-038** - Consider a request by Billy & Autumn Quinton for the approval of a final plat of Lots 1 & 2, Block A, Autumn Addition being a replat of a 0.35-acre tract of land identified as Lot 120, Block F of the B. F. Boydston Addition, City of Rockwall, Rockwall County, Texas, zoned Single Family 7 (SF-7) District, addressed as 601 E. Rusk Street, and take any action necessary.
- p. 55** 4. **P2016-039** - Consider a request by Jay Maddox of Maddox Survey on behalf of Casey & Andrea Burke for the approval of a final plat of Lots 1 & 2, Block A, Burke Addition being a 2.970-acre tract of land identified as Tract 19 of the D. Atkins Survey, Abstract No. 1, City of Rockwall, Rockwall County, Texas, zoned Single Family 10 (SF-10) District, situated within the Scenic Overlay (SOV) District, addressed as 1406 Ridge Road, and take any action necessary.
- p. 61** 5. **Z2016-026** - Consider a request by Jason Lentz of Atticus Rockwall, LLC for the approval of an **ordinance** for a PD Development Plan establishing 36 townhouses on a 3.462-acre portion of a larger 6.915-acre tract of land identified as Lots 3A, 4A & 5A, Isaac Brown Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 32 (PD-32), situated within the Residential Subdistrict and within the Scenic Overlay (SOV) District, located north of the intersection of Ridge Road

[FM-740] and Glen Hill Way, and take any action necessary **(2nd Reading)**.

- p. 70** 6. Consider approval of an **ordinance** amending Chapter 18. Fire Prevention and Protection, Article II. Fire Code Standards, Section 18-34. Plan Review Fee, authorizing the Office of the Fire Marshal to assess fees for fire permits, construction and operational services, inspections, third party reviews, and miscellaneous fees, and take any action necessary. **(2nd reading)**
- p. 75** 7. Consider approval of the engineering services contract with Hydrological Support Services, LLC to perform flood study reviews for developments within the City in an amount not to exceed \$40,000. Funding provided from the FY 2016-17 Engineering Department Operations Budget and developer reimbursement and take any action necessary
- p. 88** 8. Consider approval of one year renewal of Yellowjacket Ball fields Facility Use Agreement between Lake Pointe Church and The City and take any necessary.

#### X. APPOINTMENTS

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

#### XI. PUBLIC HEARING ITEMS

- p. 101** 1. **Z2016-023** - Hold a public hearing to discuss and consider a request by Kevin Dale Wommack & Pamela McCollum for the approval of an **ordinance** amending Specific Use Permit (SUP) No. S-118 [Ordinance No. 14-02] to allow for an accessory building that exceeds the maximum size requirements as stipulated by Article IV, Permissible Uses, of the Unified Development Code for a 1.4952-acre tract of land identified as Lot 17, Block B, Sterling Farms Addition, City of Rockwall, Rockwall County, Texas, zoned Single Family Estate 1.5 (SFE-1.5) District, addressed as 1970 Copper Ridge Circle, and take any action necessary **(1st Reading)**.
- p. 117** 2. **Z2016-025** - Hold a public hearing to discuss and consider a request by Jason Lentz of Atticus Rockwall, LLC for the approval of an **ordinance** for a PD Development Plan establishing a 228 unit, condo development situated on a 3.453-acre portion of a larger 6.915-acre tract of land identified as Lots 3A, 4A & 5A, Isaac Brown Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 32 (PD-32), situated within the Interior Subdistrict, located adjacent to Summer Lee Drive southwest of the intersection of Horizon Road [FM-3097] and Summer Lee Drive, and take any action necessary **(1st Reading)**.
- p. 130** 3. **Z2016-028** - Hold a public hearing to discuss and consider a request by Susan Gamez for the approval of an **ordinance** for a zoning change from an Agricultural (AG) District to Residential Office (RO) District on a 0.478-acre tract of land identified as Tract 7 of the D. Atkins Survey, Abstract

No. 1, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the Scenic Overlay (SOV) District, addressed as 2001 Ridge Road, and take any action necessary **(1st Reading)**.

- p. 150 4.** **Z2016-029** - Hold a public hearing to discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects on behalf of D. W. Bobst of J-BR2, LLC for the approval of an **ordinance** for a Specific Use Permit (SUP) to allow a retail store with more than 2 gasoline dispensers on a 2.59-acre tract of land being a portion of a larger 7.32-acre tract of land identified as Tract 17-12 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, situated at the southwest corner of the intersection of SH-205 [S. Goliad Street] and FM-549, and take any action necessary **(1st Reading)**.

## **XII. ACTION ITEMS**

- p. 172 1.** Discuss and consider the City of Rockwall's participation in a Back the Blue event to be held on October 27, 2016 and take any action necessary.
- p. 174 2.** **SP2016-016** - Discuss and consider a request by Tim Seymore of Seymore Custom Homes, LLC on behalf of James & Robin Meade for the approval of an exception to the masonry requirements and a variance to the parking standards as stipulated by the Unified Development Code in conjunction with an approved site plan for a commercial/industrial building on an existing 2.02-acre commercial/industrial facility identified as Tract 2-22 of the J. R. Johnson Survey, Abstract No. 128, City of Rockwall, Rockwall County, Texas, zoned Heavy Commercial (HC) District, addressed as 496 National Drive, and take any action necessary.
- p. 199 3.** **SP2016-017** - Discuss and consider a request by Rex Walker of Life Springs Church for the approval of a variance to the horizontal articulation requirements in conjunction with an amended site plan for a church facility on a seven (7) acre portion of a larger 28.881-acre tract of land identified as Tract 15-01 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Corridor Overlay (SH 205 BY-OV) District, located on the north side of John King Boulevard east of the intersection of John King Boulevard and SH-205, and take any action necessary.
- p. 211 4.** Discuss and consider a request from Suntex RHCL Marina to Assign the Concession Agreement for the marina at Chandlers Landing to Ray Hubbard SMI, LLC and take any action necessary
- p. 215 5.** Discuss and consider approval of the Rockwall Economic Development Corporation (REDC) budget for fiscal year 2017 and amended budget for fiscal year 2016, and take any action necessary.
- p. 224 6.** Discuss and consider approval of the Rockwall Technology Park Association budget for fiscal year 2017 and amended budget for fiscal year 2016, and take any action necessary.

- p. 231** 7. Discuss and consider the Hotel Tax Subcommittee recommendations for funding allocations in fiscal year 2017, including authorizing the City Manager to execute associated funding agreements, and take any action necessary.
- p. 234** 8. Discuss and consider approval of an **ordinance** amending the budget for fiscal year 2016, and take any action necessary.
- p. 237** 9. Discuss and consider the proposed budget for fiscal year 2017 and approval of an **ordinance** adopting the proposed budget, and take any action necessary.
- p. 245** 10. Discuss and consider approval of an **ordinance** levying ad valorem taxes for the tax year 2016, and take any action necessary.
- p. 249** 11. Discuss and consider appointments to the city's Youth Advisory Council (YAC) for the 2016-17 school year, and take any action necessary.
- p. 251** 12. Discuss and consider an amendment to the Fixed Base Operator / Airport Management Agreement with Todd Parks of Texas Air Center and take any necessary action.

**XIII. EXECUTIVE SESSION**

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

- 1. Discussion regarding the lease of land in the vicinity of the downtown area pursuant to Section §551.072 (Real Property)
- 2. Discussion regarding the status of ambulance services contract pursuant to Section §551.071 (Consultation with Attorney)
- 3. Discussion regarding terms and conditions of Zanata's Restaurant Agreement pursuant to Section §551.071 (Consultation with Attorney)
- 4. Discussion regarding Primary Media failure to comply with court order in City of Rockwall v. Primary Media pursuant to Section §551.071 (Consultation with Attorney)

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

**XV. ADJOURNMENT**

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

The City of Rockwall City Council reserves the right to adjourn into executive session at any time to discuss any of the matters listed on the agenda above, as authorized by Texas Government Code § 551.071 (Consultation with Attorney) § 551.072 (Deliberations about Real Property) § 551.074 (Personnel Matters) and § 551.086 (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 16th day of September, 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

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**TO:** Mayor Pruitt and Council members  
**FROM:** Rick Crowley, City Manager  
**DATE:** September 16, 2016  
**SUBJECT:** BOAT Award for Excellence in Code Enforcement

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The Building Officials Association of Texas at their annual conference presented their Excellence in Code Enforcement Award to the City of Rockwall. Mr. Selso Mata, President of BOAT will attend the September 19<sup>th</sup> Council meeting to formally present the award.

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**MINUTES**  
**ROCKWALL CITY COUNCIL**  
Tuesday, September 06, 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 meeting to order at 4:00 p.m. Present were Mayor Jim Pruitt, Mayor Pro Tem Mike Townsend, and City Council Members David White, John Hohenshelt, Scott Milder and Kevin Fowler. Also present were City Manager Rick Crowley, Assistant City Managers Mary Smith and Brad Griggs, and City Attorney Frank Garza. Council Member Dennis Lewis was absent from the meeting.

**II. WORK SESSION**

1. Hold work session with representative(s) of the Rockwall Professional Firefighters Association to hear presentation regarding emergency medical services ("first responder") related duties.

Mike Caffey, Rockwall firefighter and current President of the Rockwall Professional Firefighters Association, came forth and introduced himself and Adam Honea, current Vice President of the RPFA. Mr. Caffey then provided a lengthy presentation to the city council regarding the possibility of the Rockwall Fire Department potentially beginning to provide "first responder" type services when emergency medical calls (EMS calls) come in within the city. Dialogue ensued among council members and Mr. Caffey pertaining to things like the EMS system in Rockwall (including the current ambulance service provider), response times, and potential fire department assistance with regards to being dispatched to assist with administering basic life support ("first responder"). Mitch Ownby of Medic Rescue (Rockwall County EMS) came forth and provided input during the work session as well, generally indicating that he believes having assistance from FD first responders would be beneficial, especially on certain calls (depending on the acuteness of the patient's circumstances and the situation overall).

Mayor Pruitt read the below listed Executive Session discussion items into the public record as well as Z2016-026 and Z2016-025 before recessing the meeting to go into Executive Session (at 5:08 p.m.).

**III. EXECUTIVE SESSION.**

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

1. Discussion regarding legal options available to the City pertaining to possible violations of drainage and detention development standards pursuant to Section §551.071 (Consultation with Attorney)
2. Discussion regarding proposed sale of city land for a possible private project pursuant to Sections 551.072 (Real Property) and Section 551.087 (Economic Development Negotiations).

- 50                   3. Discussion regarding negotiations of an Access Agreement generally located  
51                   along Ridge Road south of Summit Ridge, pursuant to Section 551.071  
52                   (Consultation with Attorney).

53  
54 **IV.       ADJOURN EXECUTIVE SESSION**

55  
56 **Council adjourned from Executive Session at 5:35 p.m.**

57  
58 **V.        RECONVENE PUBLIC MEETING**

59  
60 **Mayor Pruitt reconvened the public meeting at 6:00 p.m. with all council members except**  
61 **Councilman Lewis being present.**

62  
63 **VI.       TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION**

64  
65 **Mayor Pro Tem Townsend moved to authorize the City Manager to finalize a settlement with**  
66 **Skorburg Development Corporation regarding the detention pond development.**  
67 **Councilmember White seconded the motion, which passed unanimously of those present**  
68 **(Lewis absent).**

69  
70 **VII.      INVOCATION AND PLEDGE OF ALLEGIANCE – MAYOR PRUITT**

71  
72 **Mayor Pruitt delivered the invocation and led the Pledge of Allegiance.**

73  
74 **VIII.     PROCLAMATIONS / AWARDS**

- 75  
76           1.       Constitution Week

77  
78 **Mayor Pruitt recognized several members of the “Daughters of the American**  
79 **Revolution” who were present to say a few words about the U.S. Constitution hand**  
80 **out small American flags and encourage everyone to take about forty-five minutes to**  
81 **read the U.S. Constitution. He then read this proclamation into the public record.**

- 82  
83           2.       National Preparedness Month

84  
85 **Mayor Pruitt called forth Police Chief Kirk Riggs and Fire Chief Mark Poindexter. He shared**  
86 **a few words, acknowledging the training and work that our first responders participate in,**  
87 **year round, to help prepare and keep our citizens safe. He then read a proclamation**  
88 **declaring the month of September as “National Preparedness Month.”**

89  
90 **Chief Riggs of the Rockwall Police Department provided brief comments, expressing that**  
91 **his staff is well trained and prepared to any sort of tactical or other event. He generally**  
92 **thanked the city council for approving appropriate budgetary items that allow his staff to be**  
93 **ready. He thanked the community for its outpouring of support, especially following the**  
94 **tragic events that recently affected the Dallas PD.**

95  
96 **Chief Poindexter shared that most people do not typically think about making an emergency**  
97 **supply kit to allow them to sustain themselves for a period of 72 hours or keep important**  
98 **documents in two, separate places (i.e. social security card, driver’s license, birth**  
99 **certificate) in case they are needed following a disaster like the tornado that affected**  
100 **Rowlett and Garland. He encouraged citizens to take personal emergency preparedness to**  
101 **heart and to handle it with a proper level of seriousness, especially in light of the tornado**

102 that hit our neighboring cities this past December. He thanked his staff and the city's CERT  
103 Team for their work.

104  
105 **IX. OPEN FORUM**

106  
107 Mayor Pruitt explained how Open Forum is conducted and asked if anyone would like to  
108 come forth and speak at this time. There being no one indicating such, he then closed the  
109 Open Forum.

110  
111 **X. CONSENT AGENDA**

- 112  
113 1. Consider approval of the minutes from the August 15, 2016 regular City  
114 Council Meeting, and take any action necessary.
- 115 2. Consider approval of the minutes from the August 16, 2016 Town Hall  
116 Meeting, and take any action necessary.
- 117 3. Consider approval of the minutes from the August 25, 2016 Budget Work  
118 Session, and take any action necessary.
- 119 4. **Z2016-022** - Consider a request by Mark W. Pross of Pross Design Group,  
120 Inc. on behalf of Robert Reece of SPR Packaging, LLC for the approval of  
121 an **ordinance** for a Specific Use Permit (SUP) to allow for a structure that  
122 exceeds 60-feet in height in a Light Industrial (LI) District in conjunction with  
123 an existing manufacturing facility situated on 10.1893-acre parcel of land  
124 identified as Lot 2, Block A, SPR Packaging Addition, City of Rockwall,  
125 Rockwall County, Texas, zoned Light Industrial (LI) District, addressed as  
126 1480 Justin Road, and take any action necessary. **(2nd Reading)**
- 127 5. Consider authorizing the City Manager to execute a Memorandum of  
128 Understanding with surrounding agencies to form the Northeast Texas Child  
129 Abduction Team (CART) for the purpose of providing additional resources to  
130 law enforcement agencies during missing children situations, and take any  
131 action necessary.
- 132 6. Consider approval of an expenditure to Double R Utilities, Inc. for the  
133 emergency repair/relocation of a 20-inch water main at the northwest corner  
134 of John King Boulevard and SH 276 in the amount of \$28,630.00 to be paid  
135 from the water operating budget, and take any action necessary.
- 136 7. Consider approval of a resolution authorizing the City Manager to execute an  
137 Interlocal and Cooperative Purchasing Program Contract between the Harris  
138 County Department of Education and the City of Rockwall, and take any  
139 action necessary.
- 140 8. Consider awarding a bid to ICOR Technology and authorizing the City  
141 Manager to execute a Purchase Order for the purchase of a SWAT Robot in  
142 the amount of \$48,498.11 with \$20,000 to be funded from a grant through  
143 the Texas Governor's Office, and \$28,498.11 to be funded from Seized  
144 Funds, and take any action necessary.
- 145 9. **P2016-036** - Consider a request by Matt Moore of Claymoore Engineering,  
146 Inc. on behalf of Saint George Partners, LTD for the approval of a final plat  
147 for Lot 1, Block A, Service King IH-30 Addition being a 3.293-acre tract of  
148 land currently described as Tract 7-01 of the J. Lockhart Survey, Abstract  
149 No. 134, City of Rockwall, Rockwall County, Texas, located at 1780 E IH-30,

150 zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30  
151 OV) District, and take any action necessary.

152 **10. P2016-037** - Consider a request by Dub Douphrate of Douphrate &  
153 Associates, Inc. on behalf of D. R. Horton for the approval of an amending  
154 plat Lakeview Summit, Phase IV for the purpose of adding utility easements  
155 to the 93 residential lots proposed for the 38.056-acre subdivision situated  
156 within the J. H. B. Jones Survey, Abstract No. 124 and the Nathan Butler  
157 Survey, Abstract No. 21, City of Rockwall, Rockwall County, Texas, zoned  
158 Planned Development District 29 (PD-29) for Single-Family 10 (SF-10)  
159 District land uses, located north of the intersection of Petaluma Drive and N.  
160 Lakeshore Drive, and take any action necessary.

161 **Councilman Milder made a motion to approve the entire Consent Agenda (#s 1, 2, 3, 4, 5, 6,**  
162 **7, 8, 9, and 10). Councilmember White seconded the motion. The ordinance (for #4) was**  
163 **read as follows:**

164 **CITY OF ROCKWALL**  
165 **ORDINANCE NO. 16-46**  
166 **SPECIFIC USE PERMIT NO. S-155**

167  
168 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,**  
169 **AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE**  
170 **CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A**  
171 **SPECIFIC USE PERMIT (SUP) ALLOWING FOR A STRUCTURE TO EXCEED THE**  
172 **MAXIMUM HEIGHT REQUIREMENT WITHIN A LIGHT INDUSTRIAL (LI) DISTRICT,**  
173 **BEING A 10.1893-ACRE PARCEL OF LAND IDENTIFIED AS LOT 2, BLOCK A, SPR**  
174 **PACKAGING ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS,**  
175 **ADDRESSED AS 1480 JUSTIN ROAD, AND MORE SPECIFICALLY DESCRIBED IN**  
176 **EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B'; PROVIDING FOR SPECIAL CONDITIONS;**  
177 **PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO**  
178 **THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A**  
179 **SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR**  
180 **AN EFFECTIVE DATE.**

181  
182 **The motion passed unanimously of those present (1 (Lewis) absent).**

183  
184 **XI. APPOINTMENTS**

185  
186 **1.** Appointment with the Planning and Zoning Chairman to discuss and answer  
187 any questions regarding cases on the agenda and related issues and take  
188 any action necessary.

189 **Craig Renfro, Chairman of the Planning & Zoning Commission, came forth and briefed the**  
190 **city council members on recommendations of the Commission relative to planning-related**  
191 **items on tonight's meeting agenda. Brief dialogue ensued; however, the Council took no**  
192 **action as a result of this Appointment Item.**

193  
194 **2.** Appointment with Jerry Welch, on behalf of Allegiance Title, to hear request  
195 concerning waiver of facility rental fees at The Center associated with a Chili  
196 Cook-off to be held on October 7th to benefit local Rockwall charities, and  
197 take any action necessary.

198 **Mr. Welch came forth and explained that this Chili Cook-off has been done for a couple of**  
199 **years in a row, and Allegiance Title heads it up. They have averaged about \$2,000 / year in**  
200 **fundraising, and they are looking at holding it at The Center this year. The fees will likely**

201 run between \$800-1,000, and they would like the Council to consider a waiver of sorts so  
202 that this money can be given to the charities instead of being spent on rental fees.

203 Mayor Pro Tem Townsend asked if Mr. Welch has considered applying for Hotel/Motel Tax  
204 funding. Mr. Welch indicated that he has not done so because he did not feel like this  
205 would be an event that would necessarily qualify for that type of funding. Councilmember  
206 White suggested that Mr. Welch visit with Assistant City Manager Mary Smith to discuss  
207 how this may be able to be worked out.

208 The Council took no formal action following its discussion.

209 **XII. PUBLIC HEARING ITEMS**

- 210
- 211 1. Hold a public hearing to receive comments regarding the proposed FY 2017  
212 City of Rockwall budget and tax rate, and take any action necessary.

213 Mayor Pruitt opened the public hearing and called upon the city manager, Rick Crowley, to  
214 provide brief comments. The Proposed budget includes, in part, the following items:

- 215 • Six additional personnel including three Fire Drivers, a Police Captain, a Patrol  
216 Officer and a Streets Field Supervisor;
- 217 • \$1 million dollars in street repair materials;
- 218 • Increase in Street Maintenance of \$400,000;
- 219 • Numerous repair projects in the Parks Department budget.

220 He explained that the proposed tax rate is just slightly under the 'effective rate,' which is the  
221 rate that will result in collecting essentially the same amount of revenue (taxes) as was  
222 collected last year. He explained that there was about \$100 million in new, taxable value  
223 added within the city. Also, sales tax revenue within the city has been healthy and very  
224 positive as well. In addition, refinancing on some of the debt that had been previously  
225 issued has also freed up money that has allowed the tax rate to be kept down.  
226 Councilmember White also pointed out that appraisals, on average, recently went up about  
227 8%.  
228

229 There being no one wishing to come forth and speak during the Public Hearing, Mayor  
230 Pruitt then closed the public hearing.

231 Mr. Crowley explained that since the city will not be exceeding the effective tax rate,  
232 tonight's public hearing on the budget is the only one that is required to be held (by City  
233 Charter).

234 No formal action was taken following discussion of this Public Hearing item.

- 235 2. **Z2016-026** - Hold a public hearing to discuss and consider a request by  
236 Jason Lentz of Atticus Rockwall, LLC for the approval of an ordinance for a  
237 PD Development Plan establishing 36 townhouses on a 3.462-acre portion  
238 of a larger 6.915-acre tract of land identified as Lots 3A, 4A & 5A, Isaac  
239 Brown Addition, City of Rockwall, Rockwall County, Texas, zoned Planned  
240 Development District 32 (PD-32), situated within the Residential Subdistrict  
241 and within the Scenic Overlay (SOV) District, located north of the  
242 intersection of Ridge Road [FM-740] and Glen Hill Way, and take any action  
243 necessary (1st Reading).

244 Mayor Pruitt clarified that this development is located within PD-32, which is in The Harbor  
245 District. Planning Director, Ryan Miller, then provided background information pertaining to  
246 this agenda item, indicating that this property is located in between Summer Lee Drive and  
247 Ridge Road, just south of Horizon. It is a residential sub-district that allows for 49 single-

248 family zero lot line homes. The applicant's request is for a PD development plan to allow for  
249 36 townhomes. According to our ordinance, the townhouse use requires an SUP in a  
250 residential sub-district; however, after reviewing the concept plan and the intent of the sub-  
251 district, staff felt like a PD development plan was the best option. The townhomes will have  
252 front entries and range from 1,600 to 2,100 square feet with one to three bedroom units. Mr.  
253 Miller went on to explain several factors, including the alignment of roadways. The  
254 development will be accessible from two (2) main points of entry, the first from a public  
255 roadway that will be constructed (*if approved*) with the Harbor Urban Center Condominiums  
256 [Case No. Z2016-026] and a future roadway that will connect the Harbor District to Ridge  
257 Road [FM-740].  
258

259 On July 22, 2016, staff mailed 52 notices to property owners and residents within 500-feet of  
260 the subject property. Staff also emailed notices to the Lago Vista Homeowner's  
261 Associations (HOA), which is the only HOA's located within 1,500-feet of the subject  
262 property. Additionally, staff posted a sign on the subject property along Summer Lee Drive  
263 as required. At the time, this case memo was drafted three (3) responses in favor of the  
264 request and one (1) response opposed to the request were received by staff. In addition,  
265 the city's Planning & Zoning Commission has reviewed this case and has recommended its  
266 approval by a vote of 4 to 2 (with Renfro and Lyons dissenting and Commissioner Fishman  
267 absent).  
268

269 **Bruce Meyers**  
270 **Atticus Real Estate Development**  
271 **5339 Alpha Road (Ste. 300)**  
272 **Dallas, TX**  
273

274 Mr. Meyers came forth and explained that his company purchased this piece of property (a  
275 two acre tract of land off of Summer Lee about nine years ago) because it is so beautiful  
276 (has views of the lake) and because it is in close proximity to nearby retail and restaurant  
277 opportunities. However, this site poses some challenges from a development standpoint,  
278 specifically the creek or "dry gully" that runs straight through the property as a whole. Mr.  
279 Meyers went on to share some information about his privately-held real estate company,  
280 including information about Atticus' past projects, examples of project design styles,  
281 project benefits, etc. He went on to speak about the various tracts of land that will be  
282 combined in order to create this new development as a whole. He believes that zero-lot line  
283 homes are not very attractive, and they looked "stacked" from the street. Also, the open  
284 areas get utilized in 10' strips. So, for these reasons, they have moved forward with asking  
285 for "townhomes" instead of "zero lot line" homes at this point. He went on to explain the  
286 proposed layout on the tract(s) of land, including the open space and the goal of creating a  
287 sense of "community" within this development. He shared that these townhomes will be a  
288 "for sale" product that will hopefully be occupied by families. Therefore, eliminating the  
289 alleyways will allow for more green, open space for kids and pets to play in the rear of the  
290 homes.  
291

292 Following Mr. Meyers' presentation, Mayor Pruitt opened the public hearing and asked if  
293 anyone in the audience would like to come forth and speak at this time.  
294

295 **Russell Phillips**  
296 **Sterling One Properties**  
297

298 Mr. Phillips came forth and explained that he owns the adjacent property to the west of this  
299 location. He generally expressed concern related to the proposed roads that would run

300 throughout the property. He is not opposed to townhomes (instead of “zero lot line”  
301 homes). He believes the proposed design looks great. He has concerns about the  
302 proposed roadway not meeting the requirements of PD-32. He wants to be sure that the  
303 road(s) will be properly planned, especially in light of the proposed 30+ houses and the  
304 condominiums that will be located in this general area. He also wants to be sure that the  
305 traffic flow will be proper. He expressed that he is willing to meet with Atticus to ensure the  
306 road is properly planned, and he is willing to pay for his portion of the roadway too.  
307

308 There being no one else wishing to come forth and speak, Mayor Pruitt then closed the  
309 public hearing.  
310

311 Councilmember White made a motion to approve Z2016-026. Councilmember Milder  
312 seconded the motion.  
313

314 The ordinance was read as follows:  
315

316 CITY OF ROCKWALL  
317 ORDINANCE NO. 16-XX  
318

319 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
320 AMENDING PLANNED DEVELOPMENT DISTRICT 32 (PD-32) [ORDINANCE NO. 10-21]  
321 AND THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF  
322 ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A DEVELOPMENT  
323 PLAN FOR A 3.462-ACRE PORTION OF A LARGER 6.915-ACRE TRACT OF LAND  
324 IDENTIFIED AS LOTS 3A, 4A & 5A, ISAAC BROWN ADDITION, CITY OF ROCKWALL,  
325 ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT  
326 'A'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE  
327 NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH  
328 OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A  
329 REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.  
330  
331

332 The motion passed unanimously of those present (6 ayes with 1 absent (Lewis)).  
333

334 3. Z2016-025 - Hold a public hearing to discuss and consider a request by  
335 Jason Lentz of Atticus Rockwall, LLC for the approval of an ordinance for a  
336 PD Development Plan establishing a 228 unit, condo development situated  
337 on a 3.453-acre portion of a larger 6.915-acre tract of land identified as Lots  
338 3A, 4A & 5A, Isaac Brown Addition, City of Rockwall, Rockwall County,  
339 Texas, zoned Planned Development District 32 (PD-32), situated within the  
340 Interior Subdistrict, located adjacent to Summer Lee Drive southwest of the  
341 intersection of Horizon Road [FM-3097] and Summer Lee Drive, and take  
342 any action necessary (1st Reading).

343 Planning Director, Ryan Miller, provided background information concerning this agenda  
344 item. Currently, the proposed land use (i.e. Condominiums) and the number of units being  
345 requested (i.e. 228) are considered to be allowed by-right for the subject property, which is  
346 located within the Interior Subdistrict of PD-32; however, he explained, the requested  
347 changes to the street cross section -- outlined in the proposed PD Development Plan -- is a  
348 discretionary decision for the City Council. In addition, the applicant is requesting a minor  
349 waiver to the building placement. Specifically, they will be encroaching into the required  
350 building setback in a few places along the modified roadway. Typically, this is handled at  
351 the time of site plan, however since staff is requiring general conformance to the PD

352 Development Plan, this request has been included with the proposed, draft ordinance. The  
353 approval of this minor waiver is also considered to be a discretionary decision for the City  
354 Council. Staff should note that the applicant has adjusted the concept plan to show the  
355 proposed roadway alignment extending south of the alignment. The purpose of this  
356 adjustment is to prevent conflict with the adjacent property owner's project (i.e. Summer  
357 Lee Condominiums) that is currently in the engineering phases of the development process.  
358 Mr. Miller explained that, when potentially granting a *PD Development Plan* within Planned  
359 Development District 32 (PD-32), the City Council needs to decide if the proposed  
360 development -- *while not meeting the intent of the subdistrict* -- meets the following criteria:  
361

- 362 a) Meets the general intent of the PD District; and,
- 363 b) Will result in an improved project which will be an attractive contribution to the PD  
364 District; and,
- 365 c) Will not prevent the implementation of the intent of this PD District.

366  
367 He explained that a *PD Development Plan* is a discretionary approval for the City Council,  
368 and, should the City Council choose to grant this request, the applicant will still need to  
369 submit a site plan that will be reviewed by the Architectural Review Board (ARB) and the  
370 Planning and Zoning Commission.  
371

372 Notices were sent to adjacent property owners located within 500' of the subject property  
373 (84 total). In addition, the Lakeside Village, Lago Vista and Signal Ridge HOA's were also  
374 sent notifications. Two notices in favor and four notices against were received back by  
375 staff. The Planning & Zoning Commission recommended denial of this case. As such,  
376 approval of this item tonight will require a  $\frac{3}{4}$  majority vote of those present.  
377

378 **Bruce Meyers**  
379 **Atticus Real Estate Development**  
380 **5339 Alpha Road (Ste. 300)**  
381 **Dallas, TX**  
382

383 Mr. Meyers explained that they are trying to bring a very nice development into a market  
384 (Rockwall) that has shown a strong need for this type of housing product. He then went on  
385 to explain in more detail the complications posed by the creek that runs, generally, on the  
386 east side of the proposed project and the terrain in general. He went on to speak about how  
387 those complications influence the proposed position and alignment of the needed roadway.  
388 He explained that he absolutely wants to comply with the requirements within PD-32 as  
389 much as possible, so a lot of people on his team have been evaluating the roadway  
390 alignment in order to put forth what they believe is the best proposal in this regard (re: how  
391 best to tie Summer Lee into Ridge Road). He then went on to explain in greater detail the  
392 roadway alignment proposal that went before the city's P&Z Commission versus what is  
393 being proposed now.  
394

395 Mayor Pruitt asked if anyone would like to come forth and speak during this time. There  
396 being no one indicating a desire to do so, the mayor then closed the public hearing.  
397

398 Mayor Pro Tem Townsend sought clarification on the right-of-way as it is being proposed  
399 now. It was clarified that an eight foot sidewalk on both sides is being proposed at this  
400 time (which is different than that which was recommended as "disapproved" by the P&Z  
401 Commission).  
402

403 After additional comments, Councilmember Hohenshelt made a motion to remand this case  
404 back to the Planning & Zoning Commission for further review / evaluation since some  
405 changes were made to the proposal after the time the P&Z initially heard and issued its  
406 recommendation on the case. Councilmember White seconded the motion, which passed  
407 by a vote of 6 ayes with 1 absent (Lewis).  
408

409 **XIII. ACTION ITEMS**

- 410
- 411 1. **Z2016-027** - Discuss and consider a City initiated zoning request for the  
412 approval of an **ordinance** for a text amendment to Section 2.1, Agriculture  
413 (AG) District; Section 3.3, Single-Family Residential (SF-16) District; and  
414 Section 3.4, Single-Family Residential (SF-10) District, of Article V, District  
415 Development Standards, of the Unified Development Code for the purpose  
416 of increasing the minimum square footage per dwelling unit in these zoning  
417 districts, and take any action necessary. **(2nd reading)**

418 **Planning Director Ryan Miller explained that this item did not result in a unanimous vote at**  
419 **the last city council meeting. Therefore, it has been placed under “Action Items” for**  
420 **consideration of second reading of the ordinance. Mayor Pruitt made a motion to approve**  
421 **Z2016-027. After brief clarification, Councilman Milder seconded the motion. The**  
422 **ordinance was read as follows:**

423 **CITY OF ROCKWALL**  
424 **ORDINANCE NO. 16-47**

425

426 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL,**  
427 **TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO.***  
428 ***04-38*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY**  
429 **AMENDING SECTION 2.1, *AGRICULTURE (AG) DISTRICT*; SECTION 3.3,**  
430 ***SINGLE-FAMILY RESIDENTIAL (SF-16) DISTRICT*; AND SECTION 3.4,**  
431 ***SINGLE-FAMILY RESIDENTIAL (SF-10) DISTRICT*, OF ARTICLE V, *DISTRICT***  
432 ***DEVELOPMENT STANDARDS*, FOR THE PURPOSE OF INCREASING THE**  
433 **MINIMUM SQUARE FOOTAGE PER DWELLING UNIT IN THE SINGLE FAMILY**  
434 **10 (SF-10) & SINGLE FAMILY 16 (SF-16) DISTRICTS AND ESTABLISHING A**  
435 **MINIMUM SQUARE FOOTAGE PER DWELLING UNIT IN THE AGRICULTURE**  
436 **(AG) DISTRICT; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE**  
437 **SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE;**  
438 **PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER**  
439 **CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**  
440

441 **The motion passed by a vote of 5 ayes, 1 against (White), and 1 absent (Lewis).**

- 442 2. Discuss and consider an agreement between the City of Rockwall and STAR  
443 Transit for transportation services for fiscal year 2017 in the amount of  
444 \$55,200 to be funded by the Administration operating budget, and take any  
445 action necessary.

446 **Mayor Pruitt clarified that the \$55,200 is the amount that is being budgeted by the city for**  
447 **the upcoming fiscal year.**

448

449 **Mike Simms, Executive Deputy Director, with STAR Transit came forth and addressed the**  
450 **Council. He introduced Omega Hawkins, Executive Director of the organization and Tommy**  
451 **Hendricks, Chief Financial Officer. Mr. Simms generally indicated that his company has**  
452 **worked with Mayor Pro Tem Townsend and staff to evaluate the desired level of service as**  
453 **well as available federal funding. He pointed out that the level of service (numbers of hours**

454 of service) will be changing compared to what is provided now. Right now, about 40 hours  
455 of service is collectively provided each day; however, this will change to about 27 overall  
456 hours of service, collectively and on average, per day in the upcoming fiscal year. He  
457 explained that his company will be evaluating some policy changes over the next three  
458 months or so, in order to make some policy and operational changes regarding service  
459 provision.

460  
461 Mayor Pruitt indicated that the city council and staff have had a lot of discussion over time  
462 about this funding decision. He shared his understanding that the County has indicated it  
463 will match the dollar amount that the City of Rockwall is committing to pay in the upcoming  
464 fiscal year. Joey Boyd, Internal Operations Director, clarified that in the upcoming fiscal  
465 year, there will be, on average, 27 hours of daily service, and the City will receive eleven (11)  
466 hours, per day, on average.

467  
468 Mayor Pruitt pointed out that, according to the contract provisions, by June 30<sup>th</sup> of next  
469 year, the City is committed to making its next commitment or else this contract will  
470 automatically renew. He went on to express that he is not in favor of approving the  
471 provisions expressed in Section 3.8 pertaining to future funding of capital expenditure  
472 costs that will be incurred by the city in the 3<sup>rd</sup> year. Mr. Simms generally expressed that  
473 STAR will consent to said language being struck from the contract.

474  
475 Mayor Pruitt made a motion to approve the contract with the understanding that, with the  
476 exception of the very first sentence in Section 3.8 (see below), the remaining language in  
477 Sec. 3.8 will be struck (eliminated) entirely as follows:.

478  
479 3.8 Capital Cost Charge to CITY. The Parties concur that the CITY will not participate  
480 in capital expenditures. ~~STAR Transit represents that local entities contracting with~~  
481 ~~STAR Transit are expected to support all or part of the costs of vehicle acquisition not~~  
482 ~~otherwise covered through grant funds as a primary capital cost of the service. Other~~  
483 ~~shared capital costs include buildings, parking facilities, vehicle wash bays, refueling~~  
484 ~~facilities and other capital improvements. Each entity served by STAR Transit is~~  
485 ~~expected to make a contribution to defray a share of capital expenditures not~~  
486 ~~otherwise covered through grant funds. STAR Transit represents that for the first two~~  
487 ~~(2) Fiscal Years of operation, no vehicle acquisition or replacement cost or other capital~~  
488 ~~expense item will be required from CITY. STAR Transit and CITY agree that if, after the~~  
489 ~~two (2) year period, a capital cost share is required for local partners within the STAR~~  
490 ~~Transit system, STAR Transit shall not request capital funding from the CITY~~  
491 ~~and shall instead provide notification of termination to CITY under Section 5.1 of this~~  
492 ~~Agreement.~~

493  
494 Mayor Pro Tem Townsend seconded the motion, which passed by a vote of 5 in favor, 1  
495 against (White) and 1 absent (Lewis).

496  
497 Mayor Pruitt called for a brief break, recessing the meeting at 7:33 p.m.

498  
499 3. Discuss and consider a request by J.J. Smith and an associated  
500 recommendation from the Airport Advisory Board regarding holding a  
501 Balloon Festival at the Ralph M Hall / Rockwall Municipal Airport, and take  
502 any action necessary.

503  
504 Mr. Smith came forth and provided brief comments to the Council regarding this proposed  
505 event, generally indicating that he has met with Plano Balloon Festival event planners as  
506 well as event planners for a similar festival held annually in the City of Celina. He believes

507 the event may draw 10,000 - 20,000 people. Councilmember White had several questions  
508 pertaining to expected numbers of attendees, vendors, space, and parking.

509  
510 Mr. Smith indicated that, at this point, only two non-profits (The Rockwall County  
511 Republican Party and CERT (Community Emergency Response Team)) have expressed  
512 interest in participating.

513  
514 Councilmember White asked several questions pertaining to the organization's non-profit  
515 and/or "tax exempt" status (with the IRS). Mr. Smith clarified that he has secured a non-  
516 profit status through the Secretary of State's office, and he has currently applied for and is  
517 awaiting the disposition of his application to become a "501 c3" with the IRS.

518  
519 Mr. Smith explained that he has over twenty vendors lined up, and he has several sponsors,  
520 although no major ones, at this point. He expressed that he is essentially asking the city to  
521 consider sponsoring the event, and is, at this point, asking the city to consider doing so in  
522 the amount of \$15,000. He explained that this amount could be granted for the event in the  
523 form of "cash," or it could be granted in a way that it would cover costs on other things  
524 such as a stage rental, police/traffic control costs, etc.

525  
526 Councilmember White expressed concern about Mr. Smith not submitting a more formal  
527 budget / cost breakdown and associated "event plan" proposals prior to coming before the  
528 Council to request approval for the use of city property (at the airport). He generally has  
529 concerns about any costs (or no costs at all) being associated with loaning city land for the  
530 purpose of hosting this event.

531  
532 Mr. Smith expressed that the airport location is ideal because of several reasons, including  
533 that it is spacious, self-contained, easily accessible, and has plenty of concrete space and  
534 grassy space. He believes the "self-contained" aspect will make it very successful  
535 because, he explained, it will be a money making event, and this will make that aspect  
536 easier.

537  
538 Councilmember White expressed that he is not in favor of this proposal. He explained that  
539 past events that Mr. Smith has overseen have, in his opinion, not been run very well or very  
540 smoothly. For example, a lot of people who donated to the Memorial Day Concert that Mr.  
541 Smith oversaw a couple/few years back felt that they were deceived because they thought  
542 the funds they donated would have gone to veterans. Instead, however, (Mr. White  
543 explained) the money went to Mr. Smith as profit/revenue.

544  
545 Mayor Pro Tem Townsend expressed that he has some concerns with regards to sensitive  
546 equipment that may be housed at the airport or that is located on airport property. Mr. Boyd  
547 explained that there are runway lights on both sides of the runway for 3,300 feet. He shared  
548 that some pilots at the airport that attended a recent meeting at the airport did express  
549 concerns about security of their personal property located on airport property. They also  
550 have concerns about personal security and security of spectators. They also have  
551 concerns related to people who may fly without a flight plan and need to come in and land  
552 at the airport without prior notice. In addition to these concerns, Mayor Pro Tem Townsend  
553 pointed out that a lot of hangars out there are privately owned. So he would like Mr. Smith  
554 to be sure that he has spoken to each of the property and business owners at the airport in  
555 order to properly vet and adequately address any concerns they may have as well.

556  
557 Mayor Pruitt asked if Mr. Smith will have vendors selling alcohol at the event. Mr. Smith  
558 indicated that he will not have those types of vendors present. The mayor pointed out that

559 several permits may need to be sought and granted from staff, regardless of the location  
560 that is ultimately chosen for this balloon festival, be it the airport or elsewhere. He  
561 generally expressed that he does not feel comfortable moving forward with granting  
562 permission to use the airport property prior to Mr. Smith having his 501 c3 status fully  
563 approved and in place.

564  
565 Councilmember Milder expressed that he believes a balloon festival is a very good idea;  
566 however, he has some concerns that there may be a lot of pieces that Mr. Smith still does  
567 not have in place. He generally suggested that Mr. Smith may want to consider taking a few  
568 steps back to take some additional time to get the event better planned and organized, and  
569 then consider doing the event, perhaps next year.

570  
571 Councilmember White made a motion to deny the request to hold the balloon festival at the  
572 airport. Mayor Pro Tem Townsend seconded the motion, which failed by a vote of 3 in  
573 favor, 3 against (Pruitt, Milder and Townsend), and 1 absent (Lewis).

574  
575 Mayor Pruitt made a motion to approve the recommendation of the Airport Board to allow  
576 the balloon festival to take place with the stipulation that Mr. Smith first obtain his tax  
577 exempt status, that there be no alcohol served, and that all owners at the airport not be  
578 inconvenienced (that they will have access to their planes throughout the time of the event).  
579 Councilmember Hohenshelt seconded the motion; however, he would like to have a more  
580 comprehensive plan presented to the city council by the first city council meeting in  
581 October (an operational plan reflecting parking, number of people, pricing, budget, etc.).  
582 Mayor Pruitt amended his motion to reflect that the event is approved contingent upon a  
583 comprehensive event plan (as described by Hohenshelt) be presented at the Council's first  
584 meeting in October and that the plan ensure it addresses any concerns of property owners  
585 at the airport as well as city staff (fire, police, etc.), and insurance coverage.

586  
587 Councilman Milder explained that, although he just voted against denial of this request, he  
588 is also not in favor of it being approved at this point either. He generally feels that there are  
589 currently way too many unanswered questions. Also, he does not feel that there is enough  
590 time to get all concerns properly vetted and addressed before the event takes place in just  
591 over two months from now. Therefore, he does not believe it would be very responsible of  
592 the city to support this proposal at this time.

593  
594 The motion failed by a vote of 3 in favor, 3 against (White, Townsend, and Milder) and 1  
595 absent (Lewis).

596  
597 4. Discuss and consider the proposed City of Rockwall budget for Fiscal Year  
598 2017, and take any action necessary.

599 City Manager Rick Crowley provided various comments pertaining to the FY17 budget  
600 proposal. He briefed the council on the following budget-related items:

- 601 1. At the close of the budget work session, management staff was directed to include  
602 funding for overtime to increase minimum staffing at Station 3 from one to two  
603 firefighters per shift so \$57,000 has been added to the Fire Department OT line item;
- 604 2. A transfer to the Airport Fund to allow assistance to the FBO in the amount of  
605 \$25,000 has been added. There was a small reserve in the Airport fund so we are able  
606 to transfer only \$15,000 to meet this obligation in the coming year. A contract  
607 amendment will be required and is being worked out now;

- 608 3. The just announced grant award for boat ramp improvements has been worked into  
 609 the Recreation Development fund as expenditure and associated grant proceeds. By  
 610 discontinuing the annual transfer from this fund to cover baseball personnel costs  
 611 the fund balance will be sufficient to cover the match. The project itself will be  
 612 \$524,325 and is 75% funded by the grant.
- 613 4. The mid-block crosswalk at San Jacinto Plaza has been added to the Street  
 614 Improvement Fund that has an adequate fund balance to cover the added expense of  
 615 \$16,000.
- 616 5. The Police Department's (partial) funding request to cover the cost of a Bear Cat (half  
 617 of the cost, which is \$170,000 (with the other half being paid for out of "seized  
 618 funds"))

619 Councilmember Hohenshelt made a motion to approve 1, 2, 3 and 4 outlined above.  
 620 Councilmember White seconded the motion, which passed by a vote of 6 in favor with 1  
 621 absent (Lewis).

622 Police Chief Kirk Riggs clarified that he is asking for half of the vehicle (in the amount of  
 623 \$170,000) to be paid for out of city funds with the other half being funded out of seized  
 624 funds. Mayor Pruitt generally indicated that if the Police Department really needs a piece of  
 625 equipment, he feels that seized funds should not have to be used, but, rather it should be  
 626 funded out of the general fund. Councilmember White indicated that since the time the  
 627 budget work session was held, he has come to have far fewer concerns and objections;  
 628 however, if the purchase of the Bear Cat does get approved, he is asking that the  
 629 department not parade it around too much.

630 Mayor Pro Tem Townsend made a motion to approve the city-funded portion of the vehicle  
 631 (Bear Cat) being requested. Councilmember Fowler seconded the motion. Councilmember  
 632 Fowler commented that the police chief has indicated that he truly feels this vehicle is  
 633 needed. So, he trusts the chief's judgment when requesting the vehicle. Additional, brief  
 634 dialogue took place related to the funding source ("seized" (drug) funds versus the "general  
 635 fund"), and the expected life span of the vehicle. After additional, brief comments, the  
 636 motion passed by a vote of 6 in favor with 1 absent (Lewis).

637 Assistant City Manager Mary Smith and Mayor Pruitt explained that the tax rate and the  
 638 budget will be formally adopted, by ordinance, at the next, regular council meeting.

- 639 5. Discuss and consider approval of an **ordinance** amending Chapter 18. Fire  
 640 Prevention and Protection, Article II. Fire Code Standards, Section 18-34.  
 641 Plan Review Fee, authorizing the Office of the Fire Marshal to assess fees  
 642 for fire permits, construction and operational services, inspections, third party  
 643 reviews, and miscellaneous fees, and take any action necessary. (1st  
 644 reading)

645 Fire Marshal Ariana Hargrove came forth to answer any questions the Council may have  
 646 related to this agenda item. She explained that the city has already had some provisions in  
 647 place pertaining to charging fees; however, this ordinance adds some provisions and  
 648 expands to reflect the city's ability to utilize a third party to conduct fire-related plan reviews  
 649 on behalf of the fire department/the city.

650 Mayor Pruitt made a motion to approve the ordinance. Councilman Milder seconded the  
 651 motion. After brief comments, the ordinance was read as follows:

CITY OF ROCKWALL, TEXAS  
 ORDINANCE NO. \_\_\_\_\_

656  
657 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
658 AMENDING CHAPTER 18 FIRE PREVENTION AND PROTECTION, ARTICLE II,  
659 SECTION 18-34 AUTHORIZING THE OFFICE OF THE FIRE MARSHAL TO ASSESS  
660 FEES FOR FIRE PERMITS FOR CONSTRUCTION AND OPERATIONAL SERVICES,  
661 INSPECTIONS AND THIRD PARTY REVIEWS AND OTHER MISCELLANEOUS FEES;  
662 PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE;  
663 AND PROVIDING FOR AN EFFECTIVE DATE.  
664

665 **The motion passed by a vote of 6 ayes with 1 absent (Lewis).**  
666

667 **XIV. CITY MANAGER’S REPORT TO DISCUSS CURRENT CITY ACTIVITIES, UPCOMING MEETINGS,**  
668 **FUTURE LEGISLATIVE ACTIVITIES, AND OTHER RELATED MATTERS.**  
669

- 670 1. Departmental Reports  
671 Building Inspections Monthly Report - July 2016  
672 Fire Dept. Monthly Reports - July 2016  
673 Fire Marshal Division Monthly Report - July 2016  
674 GIS Division Monthly Report - July 2016  
675 Harbor PD Monthly Report - July 2016  
676 Internal Operations Department Monthly Report - July 2016  
677 Police Department Monthly Report - July 2016  
678 Recreation Monthly Report - July 2016  
679 Rockwall Animal Adoption Center Monthly Report - July 2016  
680  
681 2. City Manager’s Report

682 **Mayor Pruitt shared brief comments pertaining to upcoming events being held throughout**  
683 **the city, specifically those pertaining to 9/11-related and other events that will focus on**  
684 **honoring our first responders.**  
685

686 **XV. EXECUTIVE SESSION**  
687

688 **THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS**  
689 **THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT**  
690 **CODE:**  
691

- 692 1. Discussion regarding legal options available to the City pertaining to possible  
693 violations of drainage and detention development standards pursuant to  
694 Section §551.071 (Consultation with Attorney)  
695  
696 2. Discussion regarding proposed sale of city land for a possible private project  
697 pursuant to Sections 551.072 (Real Property) and Section 551.087  
(Economic Development Negotiations).  
698  
699 3. Discussion regarding negotiations of an Access Agreement generally located  
700 along Ridge Road south of Summit Ridge, pursuant to Section 551.071  
(Consultation with Attorney).

701 **XVI. RECONVENE PUBLIC MEETING & TAKE ANY ACTION AS RESULT OF EXECUTIVE SESSION**  
702

703 **The Council did not convene in Executive Session following the end of the public meeting**  
704 **agenda.**  
705

706 **XVII. ADJOURNMENT**

707  
708 **The meeting was adjourned at 8:33 p.m.**

709  
710 **PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,**  
711 **THIS 15<sup>th</sup> day of August, 2016.**

712

713

714 **ATTEST:**

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

715

716

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

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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: September 13, 2016**

**SUBJECT: 16-Inch Water Line Relocation FM 3097 (Horizon Road) – CIP2009-015**

---

This project consists of relocation of approximately 250 linear feet of 16-inch PVC water line, in order to avoid TxDOT culvert and channel grading along FM 3097 (Horizon Road just south of Tubbs.

The City hired C&PY, Inc. to provide the engineering design and specifications for this relocation project. Two (2) bids were received and opened on August 24, 2016. The low bidder is Four Star Excavating, Inc. of Dallas, Texas with a Bid of \$80,916.00. The engineering consultant has verified the Four Star Excavating, Inc. references and provided a letter of recommendation. Funding will be reimbursed by TxDOT up to 90% and the remainder funded through the 2016 Water & Sewer Bonds.

Staff requests City Council consider approval of the 16-Inch Water Line Relocation FM 3097 (Horizon Road) and authorize the City Manager to execute a contract with Four Star Excavating, Inc. in an amount of \$80,916.00 and take any action necessary.

TMT:jw

### Attachments

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



August 29, 2016

Mr. Jeremy White, P.E., CFM  
City of Rockwall  
385 South Goliad  
Rockwall, Texas 75087

Re: 16-inch Waterline Relocation FM3097 (Horizon Road)  
CP&Y Project No. CORK1600531.00

Dear Mr. White,

On Wednesday, the 24<sup>th</sup> of August, 2016 at 2:00 P.M., two responsive bids were received and publicly opened at the City of Rockwall Council Conference Room for the 16-inch Waterline Relocation FM3097 (Horizon Road) Project. The enclosed bid tabulation summarizes the responsive bids received for this project.

Four Star Excavating, Inc., of Dallas, Texas was the apparent responsive low bidder. We have reviewed their bid proposal, with all items checked for correctness in their extensions and additions. Based on the review we find Four Star Excavating, Inc.'s bid to be competent to complete the project according to the construction documents.

Therefore, CP&Y, Inc. recommends the award of contract to Four Star Excavating, Inc. for their low bid amount of \$80,916.00.

Should you or your staff have any questions please call.

Respectfully submitted,  
CP&Y, Inc.

*Wade A. Brooks*

Wade A. Brooks, P.E.  
Project Manager

Encl.

Cc: Amy Williams, P.E., City of Rockwall  
file



City of Rockwall  
 FM3097 (Horizon Road) 16" Waterline Relocation  
 Bid Tabulation  
 8/29/2016

Item No.	Description	Unit	Quantity	Engineer's Estimate		Four Star Excavating		Reytech Services	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	Mobilization (5% Max of Contract)	LS	1	\$4,045.00	\$4,045.00	\$ 3,000.00	\$ 3,000.00	\$ 6,900.00	\$ 6,900.00
2	Project Sign Complete in Place	EA	1	\$450.00	\$450.00	\$ 700.00	\$ 700.00	\$ 2,500.00	\$ 2,500.00
3	Erosion & Sedimentation Control Devices Complete in Place	LS	1	\$2,000.00	\$2,000.00	\$ 800.00	\$ 800.00	\$ 7,500.00	\$ 7,500.00
4	SWPPP Information Sign Complete in Place	EA	1	\$100.00	\$100.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
5	Development and Maintenance of SWPPP Complete in Place	LS	1	\$750.00	\$750.00	\$ 900.00	\$ 900.00	\$ 5,000.00	\$ 5,000.00
6	16" C905 PVC Water Pipe Complete in Place	LF	188	\$185.00	\$34,780.00	\$ 130.00	\$ 24,440.00	\$ 167.50	\$ 31,490.00
7	Trench Safety Complete in Place	LF	188	\$4.00	\$752.00	\$ 10.00	\$ 1,880.00	\$ 1.00	\$ 188.00
8	16" Tapping Sleeve, Gate Valve with Box Complete in Place	EA	2	\$10,275.00	\$20,550.00	\$ 15,000.00	\$ 30,000.00	\$ 17,500.00	\$ 35,000.00
9	Wrapped Iron Fittings Complete in Place	LBS	1200	\$2.50	\$3,000.00	\$ 10.00	\$ 12,000.00	\$ 12.50	\$ 15,000.00
10	Cut and Plug Existing 16" PVC Waterline Complete in Place	EA	2	\$1,500.00	\$3,000.00	\$ 1,200.00	\$ 2,400.00	\$ 7,500.00	\$ 15,000.00
11	Testing Including Discharge of Heavy Chlorine Water Main Flush Water Complete in Place	LS	1	\$2,500.00	\$2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00
12	Class "B" Concrete Encasement Complete in Place	LF	188	\$69.15	\$13,000.20	\$ 17.00	\$ 3,196.00	\$ 90.00	\$ 16,920.00
<b>Total</b>					\$84,927.20		\$ 80,916.00		\$ 139,498.00

**QUALIFICATION STATEMENT OF BIDDER**

Engineering Department  
City of Rockwall  
385 S. Goliad  
Rockwall, Texas 75087

Bidder: FOUR STAR EXCAVATING

Circle One: Sole Proprietor Partnership Corporation Joint Venture

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

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Principal Place of Business:

Principal Place of Business:

COLLIN / TEXAS  
County & State

\_\_\_\_\_  
County & State

If the Bidder is a corporation, fill out the following:

State and County of Incorporation: TX, COLLIN

Location of Principal Office: 6925 LEVELLARD RD., SUITE 2B DALLAS TX 75254

Contact Person(s) at Office: ANTONIO EVANGELISTA Phone: 972-330-6767

List Officers of the Corporation and person(s) authorized to execute Contracts on Behalf of the Corporation:

Name: ANTONIO EVANGELISTA Title: PRESIDENT

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

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

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

How many years has your organization been in business as a General Contractor? 20

Greatest number of contracts in excess of \$100,000 under construction at one time in company's history: 2

Greatest number of contracts in excess of \$500,000 under construction at one time in company's history: 2

Total approximate value of incomplete work outstanding: \$ 500,000

List major projects of the type of work qualifying for or similar work completed in the last three years, give the following information for each project:

**Project:** WATER DISTRIBUTION SYSTEM IMPROVEMENTS

Owner/Engineer: CITY OF ROCKWALL

Contact Person: JOHN CRANSON Phone: 214-543-3952

Date of Completion: 2014 Contract Price: 429,000

**Project:** LAKE ROCKWALL ESTATES WATER LINE CONNECTIONS

Owner/Engineer: CITY OF ROCKWALL

Contact Person: JOHN CRANSON Phone: 214-543-3952

Date of Completion: 2014 Contract Price: 186,000

**Project:** FM 544 UTILITY RELOCATION PROJECT

Owner/Engineer: CITY OF LEWISVILLE

Contact Person: PAMELA SARVIS Phone: 972-219-3764

Date of Completion: 2016 Contract Price: 285,000

**Project:** CDBG COMBINE HAINES ROAD WATER MAIN PROJECT

Owner/Engineer: DALLAS COUNTY

Contact Person: ABEL SALDANA Phone: 214-208-2811

Date of Completion: 2015 Contract Price: 387,000

**Project:** \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Project:** \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Project:** \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Project:** \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Project:** \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**(If Necessary - List Additional Projects by Using Attachments)**

List **incomplete** projects, including the following information for each incomplete project listed:

Project: S. COUNTY CLUD RD.

Owner/Engineer: CITY OF GARLAND

Contact Person: JOE SCOTT Phone: 972-205-2182

Value of Incomplete Work: 600,000

Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Value of Incomplete Work: \_\_\_\_\_

Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Value of Incomplete Work: \_\_\_\_\_

Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Value of Incomplete Work: \_\_\_\_\_

Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Value of Incomplete Work: \_\_\_\_\_

**(If Necessary - List Additional Projects by Using Attachments)**

If company is under new management, please list names of staff and qualification and/or experience of said persons. (Please use attachments).

Have you or any present partner(s) or officer(s) failed to complete a contract? NO  
If so, name of owner and/or surety:

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

List any unsatisfied demands upon you as to your accounts payable, please use attachments.

**Bank Reference:**

Bank: CHASE BANK City: DALLAS

Address: 18320 PRESTON RD. 75252 Phone: 972-738-5406

Contact Officer: LINDA SHEEHAN

**Other Credit References:**

Name: FERGUSON WATERWORKS Name: FORTERRA PIPE

Address: 10077 W. UNIVERSITY DR. Address: 300 E. JOHN CARPENTER FWY

City: MCKINNEY TX 75071 City: IRVING TX 75062

Phone: 972-872-0901 Phone: 972-653-6047

**Municipal Reference:**

City: DALLAS COUNTY

Contact Person: ABEL SALDANA Title: PROJECT MANAGER

Address: 411 ELM ST. 3<sup>RD</sup> FLOOR Phone: 214-653-6240  
DALLAS TX 75202

**REFERENCE STATEMENT OF BIDDER'S SURETY**

Bidder: Four Star Excavating, Inc.

Address: 6825 Levelland Road, Suite 2B, Dallas, TX 75252

1. For this Bidder, how many contracts that are now complete has this surety furnished contract bonds? 7
2. For this Bidder, how many Incomplete contracts has this surety furnished contract bonds?  
4
3. What is the maximum bonding capacity of this Bidder? \$ \$10,000,000.00
4. Does the current financial information on this Bidder indicate solvency and a financial ability to complete this contract? Yes
5. Does the information available to this surety indicate that the contractor pays accounts when due?  
Yes If not, give details: \_\_\_\_\_
6. Is it the surety's opinion that the bidder has sufficient experience and financial resources to satisfactorily perform the contract? Yes
7. Provided this bidder does not assume other commitments or that this surety does not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified: Yes

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety: Hartford Fire Insurance Company

Signed: 

Title: Susan L. Small

Address: One Hartford Plaza, T-4

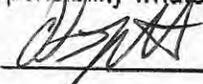
Hartford, CT 06115

City State Zip

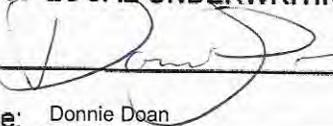
Phone: (248) 822-6456

**BIDDER'S RELEASE OF QUALIFICATION INFORMATION**

Pursuant to advertisement for bids and in conformance with Instructions to Bidders for types of work outlined in Bidder's Statement of Qualifications, the undersigned is submitting information as required with the understanding that the purpose is for the City's confidential use, only to assist in determining the qualifications of Bidder's organization to perform the type and magnitude of work designated, and further, Bidder guarantees the truth and accuracy of all statements made, and will accept the City's determination of qualifications without prejudice. The surety herein named, any other bonding company(s), bank(s), subcontractor(s), supplier(s), or any other person(s), firm(s) or corporation(s) with whom Bidder has done business, or who have extended any credit to Bidder is (are) hereby authorized to furnish the City with any information the City may request concerning performance on previous work and Bidder's credit standing with any of them; and Bidder hereby releases any and all such parties from any legal responsibility whatsoever on account of having furnished such information to the City:

Signed:  Title: PRESIDENT  
Printed Name: ANTONIO EVANGELISTA Email: fourstarexcavating@gmail.com  
Bidder: Four Star Excavating, Inc. Date: 9/14/16

**LOCATION OF LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY**

Name:  Phone: 972-770-1626  
Printed Name: Donnie Doan Email: donnie\_doan@mhbtc.com  
Address: 8144 Walnut Hill Lane, 16th Floor City: Dallas State: TX 75321

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
 call: 888-266-3488 or fax: 860-757-5835

Agency Name: VTC INSURANCE GROUP  
 Agency Code: 35-351225

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Susan L. Small of Farmington Hills MI, Jeffrey A. Chandler, Alan P. Chandler, Ian J. Donald, Wendy L. Hingson, Kathleen M. Irelan, Meagan Kress, Robert Trobec of TROY, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
 Notary Public  
 My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **September 13th, 2016**  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

**BIDDER'S LIST OF PROPOSED SUB-CONTRACTORS**

**1. Sub-Contractor / Material Supplier:**

Company Name:           NONE          

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**2. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**3. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**4. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**5. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**6. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

---

**7. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

---

**8. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

---

**9. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

---

**10. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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**Non-Exclusion Affidavit - System for Award Management (SAM)**

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at [www.sam.gov](http://www.sam.gov). One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, ANTONIO EVANGELISTA (Contractor Representative), hereby certify that neither I nor FOUR STAR EXCAVATING (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Rockwall staff will perform a search on [www.sam.gov](http://www.sam.gov) to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

[Signature]  
Signature of Contractor Representative

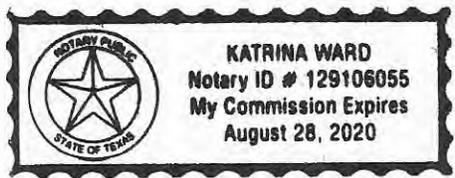
9-14-16  
Date

**Notary**

Sworn to and subscribed before me this 14 day of September, 2016

[Signature]

Notary Public in and for TX County, Collin (Insert State Name)



**Chapter 46. Disclosure of Interested Parties**  
**(effective December 24, 2015)**  
**Text of Adopted Rule**

The adopted new language is indicated by underlined text.

**Chapter 46. DISCLOSURE OF INTERESTED PARTIES**

§46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code.

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) The contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least \$1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) The governing body has legal authority to delegate to its staff the authority to execute the contract;

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§46.3. Definitions

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

§46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

- (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
- (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
- (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
- (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and
- (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

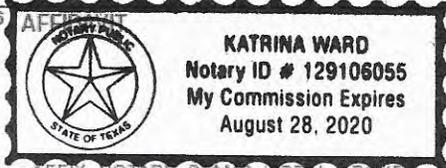
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <p style="text-align: center; margin-left: 40px;"><i>FOUR STAR EXCAVATING, DALLAS, TX, COLLIN</i></p>	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <p style="text-align: center; margin-left: 40px;"><i>CITY OF ROCKWALL</i></p>	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

*WATER LINE*

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6  I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*[Signature]*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Antonio Evangelista this the 14 day of September 2016, to certify which, witness my hand and seal of office.

*[Signature]*                      Katrina Ward                      Banker  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

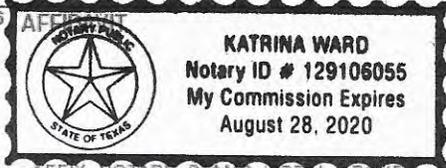
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2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <p style="text-align: center; margin-left: 40px;"><i>CITY OF ROCKWALL</i></p>	

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*WATER LINE*

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		Controlling	Intermediary

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*[Signature]*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Antonio Evangelista this the 14 day of September 2016, to certify which, witness my hand and seal of office.

*[Signature]*      Katrina Ward      Banker  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

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# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 09/19/2016

**APPLICANT:** Billy and Autumn Quinton

**AGENDA ITEM:** **P2016-038**; *Lots 1 & 2, Block A, Autumn Addition*

---

## **SUMMARY:**

Discuss and consider a request by Billy & Autumn Quinton for the approval of a final plat of Lots 1 & 2, Block A, Autumn Addition being a replat of a 0.35-acre tract of land identified as Lot 120, Block F of the B. F. Boydston Addition, City of Rockwall, Rockwall County, Texas, zoned Single Family 7 (SF-7) District, addressed as 601 E. Rusk Street, and take any action necessary.

## **PLAT INFORMATION:**

- The objective of this request is to final plat one (1) parcel of land [*Lot 120, Block F, B.F. Boydston Addition*] into two (2) parcels of land [*Lots 1 & 2, Block A, Autumn Addition*] for the purpose of establishing two (2) parcels.
- The surveyor has completed the majority of the technical revisions requested by staff, and this plat, conforming to the requirements for final plats as stated in the Subdivision Ordinance in the Municipal Code of Ordinances, is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Recommendation* section below.
- With the exception of the items listed in the *Recommendation* section of this case memo, this plat is in substantial compliance with the requirements of the Subdivision Ordinance in the Municipal Code of Ordinances.

## **RECOMMENDATIONS:**

If the City Council chooses to approve the *final plat* for *Lots 1 & 2, Block A, Autumn Addition*, staff would recommend the following conditions:

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

## **PLANNING AND ZONING COMMISSION RECOMMENDATION:**

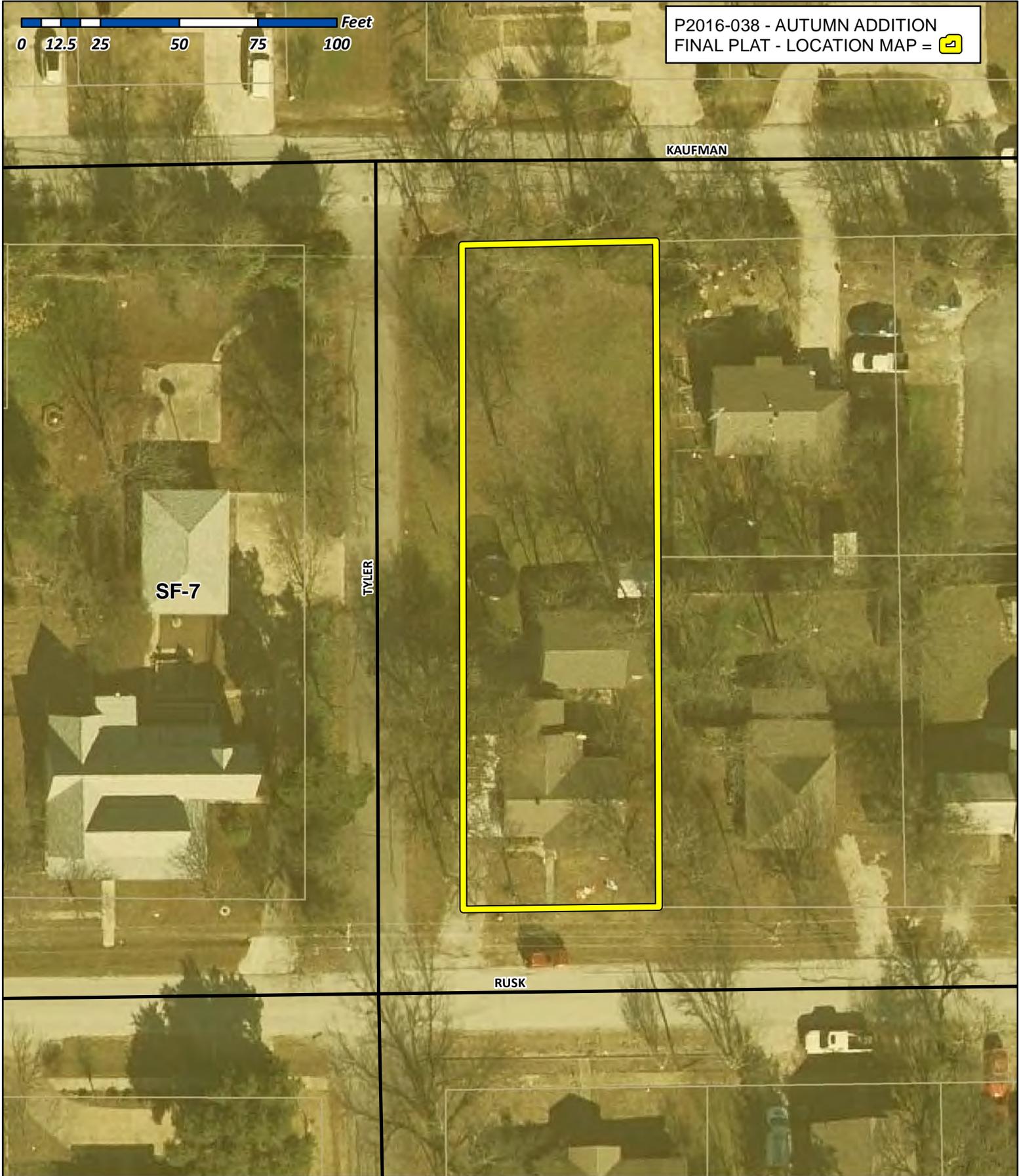
On September 13, 2016, the Planning and Zoning Commission approved a motion to recommend approval of the final plat per staff's recommendations by a vote of 6-0 with Commissioner Renfro absent.



Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
<p>additional information that is requested by September 7, 2016. The Park Board Meeting is September 7, 2016. The Planning &amp; Zoning Worksession date for this case will be August 30, 2016. The Planning and Zoning Meeting for this case is September 13, 2016.</p> <p>I.8 The City Council meeting date and subsequent approval for this plat is September 19, 2016.</p>						

0 12.5 25 50 75 100 Feet

P2016-038 - AUTUMN ADDITION  
FINAL PLAT - LOCATION MAP = 



# City of Rockwall

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

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







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# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 09/19/2016

**APPLICANT:** Jay Maddox; *Maddox Survey*

**AGENDA ITEM:** **P2016-039**; *Lots 1 & 2, Block A, Burke Addition*

---

## **SUMMARY:**

Discuss and consider a request by Jay Maddox of Maddox Survey on behalf of Casey & Andrea Burke for the approval of a final plat of Lots 1 & 2, Block A, Burke Addition being a 2.970-acre tract of land identified as Tract 19 of the D. Atkins Survey, Abstract No. 1, City of Rockwall, Rockwall County, Texas, zoned Single Family 10 (SF-10) District, situated within the Scenic Overlay (SOV) District, addressed as 1406 Ridge Road, and take any action necessary.

## **PLAT INFORMATION:**

- The objective of this request is to final plat one (1) tract of land [*Tract 19 of the D. Atkins Survey, Abstract No. 1*] into two (2) parcels of land [*Lots 1 & 2, Block A, Burke Addition*] for the purpose of subdividing the tract of land into two (2) parcels.
- The surveyor has completed the majority of the technical revisions requested by staff, and this plat, conforming to the requirements for final plats as stated in the Subdivision Ordinance in the Municipal Code of Ordinances, is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Recommendation* section below.
- With the exception of the items listed in the *Recommendation* section of this case memo, this plat is in substantial compliance with the requirements of the Subdivision Ordinance in the Municipal Code of Ordinances.

## **RECOMMENDATIONS:**

If the City Council chooses to approve the *final plat* for *Lots 1 & 2, Block A, Burke Addition*, staff would recommend the following conditions:

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

## **PLANNING AND ZONING COMMISSION RECOMMENDATION:**

On September 13, 2016, the Planning and Zoning Commission approved a motion to recommend approval of the final plat per staff's recommendations by a vote of 6-0 with Commissioner Renfro absent.

## City of Rockwall Project Plan Review History



<b>Project Number</b> P2016-039	<b>Owner</b> BURKE, CASEY JOE AND ANDREA GAYDEN	<b>Applied</b> 8/12/2016	LM
<b>Project Name</b> 1406 Ridge Road	<b>Applicant</b> MADDOX SURVEY	<b>Approved</b>	
<b>Type</b> PLAT		<b>Closed</b>	
<b>Subtype</b> FINAL		<b>Expired</b>	
<b>Status</b> STAFF REVIEW		<b>Status</b> 8/12/2016	LM

<b>Site Address</b> 1406 RIDGE RD	<b>City, State Zip</b> ROCKWALL, TX 75087	<b>Zoning</b>
--------------------------------------	--	---------------

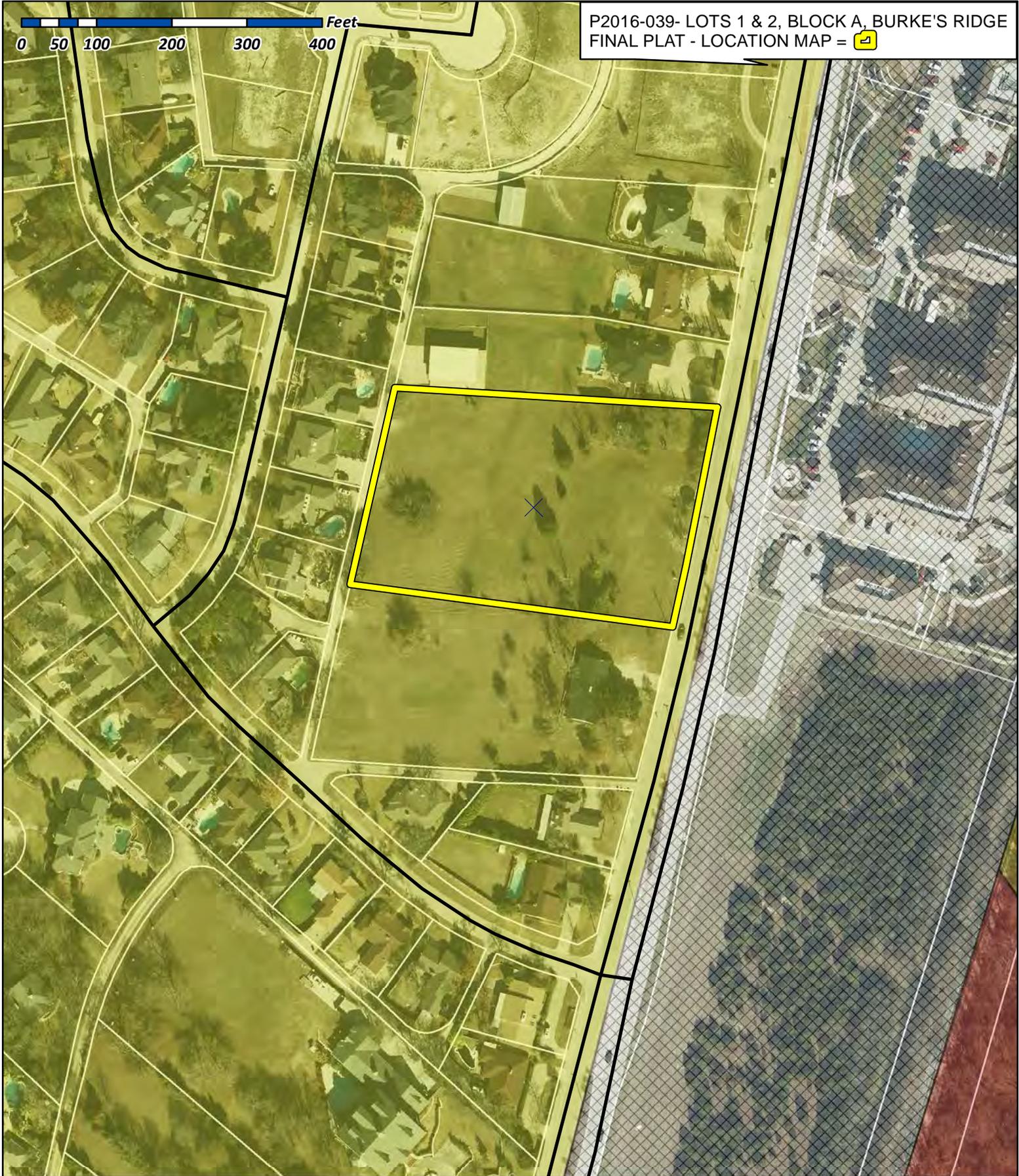
<b>Subdivision</b> CARROLL ESTATES SUBD	<b>Tract</b> 19	<b>Block</b> NULL	<b>Lot No</b> 19	<b>Parcel No</b> 0001-0000-0019-00-OR	<b>General Plan</b>
--	--------------------	----------------------	---------------------	--	---------------------

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
BUILDING	John Ankrum	8/12/2016	8/19/2016	8/25/2016	13	APPROVED	
ENGINEERING (8/19/2016 1:34 PM AW) Driveways to be approved by TXDOT and City. May need a variance	Amy Williams	8/12/2016	8/19/2016	8/19/2016	7	APPROVED W/ CONDITIONS	See Condition
FIRE	Ariana Hargrove	8/12/2016	8/19/2016	8/17/2016	5	APPROVED	
GIS	Lance Singleton	8/12/2016	8/19/2016	8/23/2016	11	APPROVED	
PLANNING (8/24/2016 2:55 PM KB) P2016-039 Burkes Ridge Please address the following comments (M= Mandatory Comments; I = Informational Comments).	Korey Brooks	8/12/2016	8/19/2016	8/24/2016	12	APPROVED	Comments

- I.1 This a request by Jay Maddox of Maddox Survey on behalf of Casey & Andrea Burke for the approval of a final plat of Lots 1 & 2, Block A, Burke Addition being a 2.970-acre tract of land identified as Tract 19 of the D. Atkins Survey, Abstract No. 1, City of Rockwall, Rockwall County, Texas, zoned Single Family 10 (SF-10) District, situated within the Scenic Overlay (SOV) District, addressed as 1406 Ridge Road.
- I.2 For questions or comments concerning this case, please contact Korey Brooks in the Planning Department at (972) 772-6434 or email kbrooks@rockwall.com.
- M.3 For reference, include the case number (P2016-039) in the lower right hand corner of all pages on future submittals.
- I.4 Staff has identified the aforementioned items necessary to continue the submittal process. Please make these revisions and corrections, and provide any additional information that is requested by September 7, 2016. The Park Board Meeting is September 7, 2016. The Planning & Zoning Worksession date for this case will be August 30, 2016. The Planning and Zoning Meeting for this case is September 13, 2016.
- I.5 The City Council meeting date and subsequent approval for this plat is September 19, 2016.

0 50 100 200 300 400 Feet

P2016-039- LOTS 1 & 2, BLOCK A, BURKE'S RIDGE  
FINAL PLAT - LOCATION MAP = 

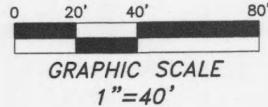


## City of Rockwall

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**Legend of Symbols & Abbreviations**

- (C.M.) = CONTROLLING MONUMENT
- 1/2" IRF = 1/2" IRON ROD FOUND
- 1/2" CIRF = 1/2" IRON ROD WITH CAP STAMPED "R.S.C.I. R.P.L.S. 5034" FOUND
- 5/8" CIRS = 5/8" CAPPED IRON ROD SET STAMPED "MADDOX SURVEYING R.P.L.S. 5430"
- R.O.W. = RIGHT-OF-WAY
- AC = ACRES
- SF = SQUARE FEET
- O.P.R.R.C.T. = OFFICIAL PUBLIC RECORDS ROCKWALL COUNTY, TEXAS
- P.R.R.C.T. = PLAT RECORDS ROCKWALL COUNTY, TEXAS
- D.R.R.C.T. = DEED RECORDS ROCKWALL COUNTY, TEXAS

**SURVEY NOTES:**

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE, NORTH CENTRAL ZONE (4202), GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS TAKEN ON SITE AND REFERENCED TO THE CITY OF ROCKWALL GPS MONUMENT NETWORK.
2. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.

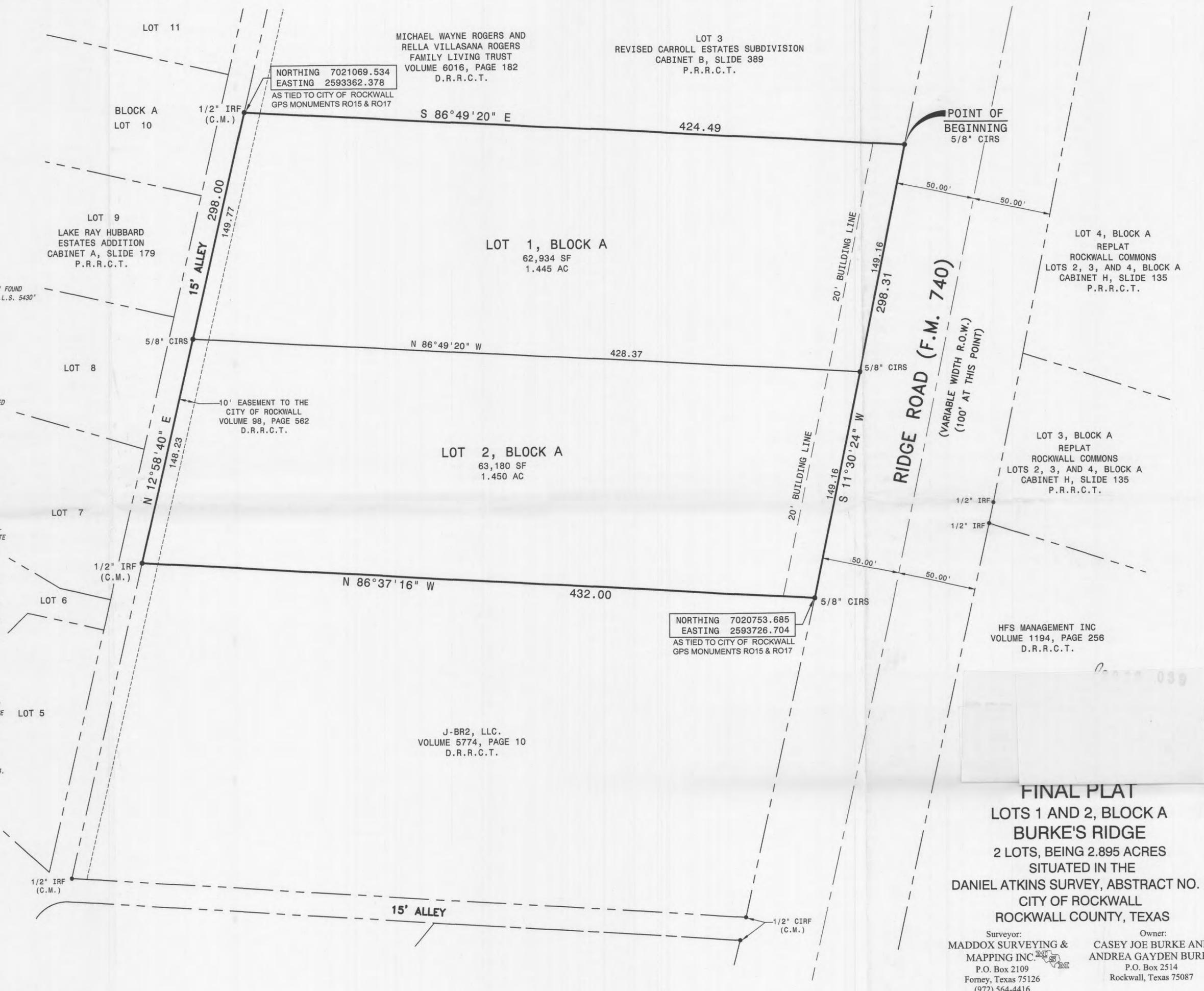
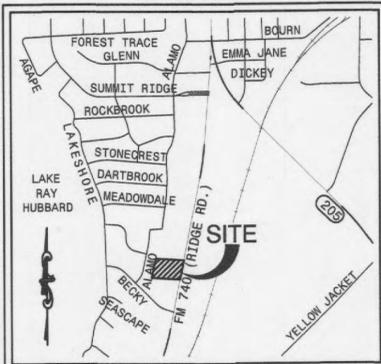
**FLOOD NOTE:**

1. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - NATIONAL FLOOD INSURANCE PROGRAM (NFIP) - FLOOD INSURANCE RATE MAP (FIRM) - FOR THE ROCKWALL COUNTY, TEXAS AND INCORPORATED AREAS - MAP NO. 48397C0040 L, DATED SEPTEMBER 26, 2008, THE PROPERTY SHOWN HEREON LIES IN ZONE "X" (OTHER AREAS).
2. ZONE "X" (OTHER AREAS) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".
3. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURE THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

**GENERAL NOTES:**

IT SHALL BE THE POLICY OF THE CITY OF ROCKWALL TO WITHHOLD ISSUING BUILDING PERMITS UNTIL ALL STREETS, WATER, SEWER AND STORM DRAINAGE SYSTEMS HAVE BEEN ACCEPTED BY THE CITY. THE APPROVAL OF A PLAT BY THE CITY DOES NOT CONSTITUTE ANY REPRESENTATION, ASSURANCE OR GUARANTEE THAT ANY BUILDING WITHIN SUCH PLAT SHALL BE APPROVED, AUTHORIZED OR PERMIT THEREFORE ISSUED, NOR SHALL SUCH APPROVAL CONSTITUTE ANY REPRESENTATION, ASSURANCE OR GUARANTEE BY THE CITY OF THE ADEQUACY AND AVAILABILITY FOR WATER FOR PERSONAL USE AND FIRE PROTECTION WITHIN SUCH PLAT, AS REQUIRED UNDER ORDINANCE 83-54.

**VICINITY MAP**  
NOT TO SCALE



**FINAL PLAT**  
**LOTS 1 AND 2, BLOCK A**  
**BURKE'S RIDGE**  
 2 LOTS, BEING 2.895 ACRES  
 SITUATED IN THE  
**DANIEL ATKINS SURVEY, ABSTRACT NO. 1**  
**CITY OF ROCKWALL**  
**ROCKWALL COUNTY, TEXAS**

Surveyor: **MADDOX SURVEYING & MAPPING INC.**  
 P.O. Box 2109  
 Forney, Texas 75126  
 (972) 564-4416  
 Firm Reg. No. 10013200

Owner: **CASEY JOE BURKE AND ANDREA GAYDEN BURKE**  
 P.O. Box 2514  
 Rockwall, Texas 75087

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS }
COUNTY OF ROCKWALL }

That we the undersigned owner's of the land shown on this plat, and designated herein as BURKE'S RIDGE to the City of Rockwall, Texas, and whose name's are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed.

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

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

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

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

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

CASEY JOE BURKE
OWNER

ANDREA GAYDEN BURKE
OWNER

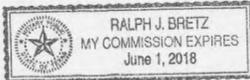
STATE OF TEXAS }
COUNTY OF ROCKWALL }

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

Given upon my hand and seal of office this 10th day of August, 2016.

Notary Public in and for the State of Texas

My Commission Expires: June 1, 2018



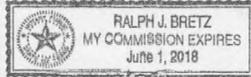
STATE OF TEXAS }
COUNTY OF ROCKWALL }

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

Given upon my hand and seal of office this 10th day of August, 2016.

Notary Public in and for the State of Texas

My Commission Expires: June 1, 2018



NORTH DALLAS BANK

By: Jeff E. Crow
Name: Jeff E. Crow
Title: Senior Vice President

STATE OF TEXAS }
COUNTY OF DALLAS }

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

Given upon my hand and seal of office this 9 day of August, 2016.

Notary Public in and for the State of Texas

My Commission Expires: 8-24-2017



RECOMMENDED FOR FINAL APPROVAL
Chairman, Planning & Zoning Commission Date
I hereby certify that the above and foregoing plat of Final Plat of LOTS 1 AND 2, BLOCK A, BURKE'S RIDGE to the City of Rockwall, Texas was approved by the Mayor of the City of Rockwall on the \_\_\_ day of \_\_\_, 2016.
This approval shall be invalid unless the approved Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one year from said date of final approval. An extension may be granted by the City Council.
Said Addition shall be subject to all the requirements of the Platting Ordinance of the City of Rockwall.
Witness my hand this the \_\_\_ day of \_\_\_, 2016.
Mayor, City of Rockwall Date City Secretary, City of Rockwall Date
City Engineer, City of Rockwall Date

OWNERS CERTIFICATE

STATE OF TEXAS }
COUNTY OF ROCKWALL }

WHEREAS, Casey Joe Burke and Andrea Gayden Burke are the owners of a tract of land in the DANIEL ATKINS Survey, Abstract No. 1, situated in the City of Rockwall, Rockwall County, Texas, being all of said tract as recorded in Instrument Number 2015000015889 of the Official Public Records of Rockwall County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for the northeast corner of said Gayden tract, and the southeast corner of Lot 3 of Carroll Estates, an addition to the City of Rockwall as recorded in Cabinet B, Slide 389 of the Plat Records of Rockwall County, Texas, same being a tract of land to Michael Wayne Rogers and Rella Villasana Rogers Family Living Trust as recorded in Volume 6016, Page 182 of the Deed Records of Rockwall County, Texas, and lying on the west right-of-way line of F.M. Highway 740 (Ridge Road), a variable width right-of-way;

THENCE South 11 degrees 30 minutes 24 seconds West along the west line of said F.M. Highway 740 (Ridge Road) and the east line of said Burke tract, a distance of 298.31 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for the southeast corner of said Burke tract and the northeast corner of a tract of land to J-BR2, LLC, an addition to the City of Rockwall, as recorded in Volume 5774, Page 10 of the Deed Records of Rockwall County, Texas;

THENCE North 86 degrees 37 minutes 16 seconds West departing the west line of said F.M. Highway 740 (Ridge Road) and along the common line between said Burke tract and said J-BR2 tract, a distance of 432.00 feet to a 1/2 inch iron rod found for the southeast corner of said Burke tract and the northwest corner of said J-BR2 tract, said point also lying on the easterly line of a 15' alley, same being an easterly line of Lake Ray Hubbard Estates Addition, an addition to the City of Rockwall as recorded in Cabinet A, Slide 179 of the Plat Records of Rockwall County, Texas;

THENCE North 12 degrees 58 minutes 40 seconds East along the easterly line of said 15' alley/Lake Ray Hubbard Estates, a distance of 298.00 feet to a 1/2 inch iron rod found for the northwest corner of said Burke tract and the southwest corner of the aforementioned Lot 3 of Carroll Estates, same being said Michael Wayne Rogers and Rella Villasana Rogers Family Living Trust tract;

THENCE South 86 degrees 49 minutes 20 seconds East departing said 15' alley/Lake Ray Hubbard Estates and along the common line of said Burke tract and said Lot 3 of Carroll Estates, same being said Michael Wayne Rogers and Rella Villasana Rogers Family Living Trust tract, a distance of 424.49 feet to the POINT OF BEGINNING containing 126,114 square Feet, or 2.895 acres of land.

SURVEYORS CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, BRIAN J. MADDOX, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION.

WITNESS UNDER MY HAND THIS THE \_\_\_ DAY OF \_\_\_, 2016.

BRIAN J. MADDOX,
STATE OF TEXAS,
R.P.L.S. NO. 5430

FINAL PLAT
LOTS 1 AND 2, BLOCK A
BURKE'S RIDGE
2 LOTS, BEING 2.895 ACRES
SITUATED IN THE
DANIEL ATKINS SURVEY, ABSTRACT NO. 1
CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS
Surveyor: MADDOX SURVEYING & MAPPING INC.
Owner: CASEY JOE BURKE AND ANDREA GAYDEN BURKE

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CITY OF ROCKWALL

ORDINANCE NO. 16-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 32 (PD-32) [ORDINANCE NO. 10-21] AND THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A DEVELOPMENT PLAN FOR A 4.034-ACRE PORTION OF A LARGER 6.915-ACRE TRACT OF LAND IDENTIFIED AS LOTS 3A, 4A & 5A, ISAAC BROWN ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY *EXHIBIT 'A'*; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request by Jason Lentz of Atticus Real Estate on behalf of Atticus Rockwall, LLC for the approval of a PD Development Plan for 36 townhomes to be situated within the *Residential Subdistrict* of Planned Development District 32 (PD-32) on a 4.034-acre portion of a larger 6.915-acre tract of land identified as Lots 3A, 4A & 5A, Isaac Brown Addition, City of Rockwall, Rockwall County, Texas, and more fully described in *Exhibit 'A'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that Planned Development District 32 (PD-32) [*Ordinance No. 10-21*] and the Unified Development Code [*Ordinance No. 04-38*] should be amended as follows:

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

**Section 1.** That Planned Development District 32 (PD-32) [*Ordinance No. 10-21*] and the Unified Development Code [*Ordinance No. 04-38*], as heretofore amended, shall be further amended by amending the *Concept Plan* approved with *Ordinance No. 10-21* and the official zoning map of the City of Rockwall so as to approve a PD Development Plan for the *Subject Property*; and,

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

**Section 3.** That development of the *Subject Property* shall generally be in accordance with the *Concept Building Elevations*, depicted in *Exhibit 'C'* of this ordinance, attached hereto and incorporated herein by reference as *Exhibit 'C'*, which is deemed hereby to be a condition of

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

**Section 4.** That the *Subject Property* shall be used only in the manner and for the purposes provided for in Planned Development District 32 (PD-32) [*Ordinance No. 10-21*], the Unified Development Code [*Ordinance No. 04-38*], and in compliance with the following conditions and requirements:

- 1) Cross access (*as depicted in Exhibit 'B' of this ordinance*) shall be provided to the property directly north of the subject property;
- 2) Prior to the submittal of a final plat the applicant shall submit and seek approval of a detailed site plan that demonstrates compliance with all applicable standards of Planned Development District 32 (PD-32) [*as amended*] and this ordinance, and with the guidelines contained in *Resolution No. 10-40*; and,
- 3) The building elevations submitted with the site plan will require a recommendation from the Architectural Review Board (ARB) prior to approval by the Planning and Zoning Commission (*and City Council if necessary*); and,
- 4) An open space master plan will need to be submitted with the site plan. The open space master plan will need to be reviewed by the Parks Board; and,
- 5) Prior to the issuance of a building permit, the applicant shall submit and seek approval of a final plat.

**Section 5.** The official zoning map of the City of Rockwall, Texas be corrected to reflect the changes in zoning described in this ordinance;

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

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

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

**Section 9.** That this ordinance shall take effect immediately from and after its passage and

the publication of the caption of said ordinance as the law in such cases provides;

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
THIS THE 6<sup>TH</sup> DAY OF SEPTEMBER, 2016.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: August 15, 2016

2<sup>nd</sup> Reading: September 6, 2016

BEING situated in the Edward Teal Survey, Abstract Number 207, Rockwall County, Texas and being a portion of Lots 3A, 4A and 5A of Isaac Brown's Land Partitioned to His Heirs, an addition to the City of Rockwall according to the plat thereof recorded in Cabinet A, Slide 57, Plat Records, Rockwall County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2 inch iron rod with cap found at the northerly corner of said Lot 3A, said iron rod also being in the southeast right-of-way line of Summer Lee Drive (Variable Width Right-of-Way);

THENCE South 45 degrees 18 minutes 32 seconds East, 832.95 feet along the northeast line of said Lot 3A and the southwest line of Lot 2A of said Land Partitioned to a 1/2 inch iron rod with cap stamped "RSCI" found at the easterly corner of said Lot 3A, said iron rod also being the southerly corner of said Lot 2A and being in the northwest line of Lot 1, Block 1, Hammer Addition, an addition to the City of Rockwall according to the plat thereof recorded in Cabinet D, Slide 210, Plat Records, Rockwall County, Texas;

THENCE South 43 degrees 52 minutes 08 seconds West, 359.62 feet along the southeast line of said Lots 3A, 4A and 5A and along said northwest line of Hammer Addition and along the northwest line of Lot 1, Block A, Murphy Plaza, an addition to the City of Rockwall according to the plat thereof recorded in Cabinet C, Slide 79, Plat Records, Rockwall County, Texas and along the northwest line of Lot 1, Block A, Murphy Plaza No. 2, an addition to the City of Rockwall according to the plat thereof recorded in Cabinet G, Slide 255, Plat Records, Rockwall County, Texas to a 1/2 inch iron rod with cap stamped "RSCI" found at the southerly corner of said Lot 5A, said iron rod also being the easterly corner of Lot 6A of said Land Partitioned;

THENCE North 45 degrees 23 minutes 09 seconds West, 302.11 feet along the southwest line of said Lot 5A and the northeast line of said Lot 6A;

THENCE North 37 degrees 38 minutes 28 seconds East, 1.94 feet, departing said southwest line of Lot 5A and said northeast line of Lot 6A to the beginning of a curve to the left;

THENCE 154.89 feet, with said curve to the left, having a radius of 136.00 feet, through a central angle of 65 degrees 15 minutes 22 seconds, whose long chord bears North 05 degrees 00 minutes 47 seconds East, 146.66 feet to the beginning of a reverse curve to the right;

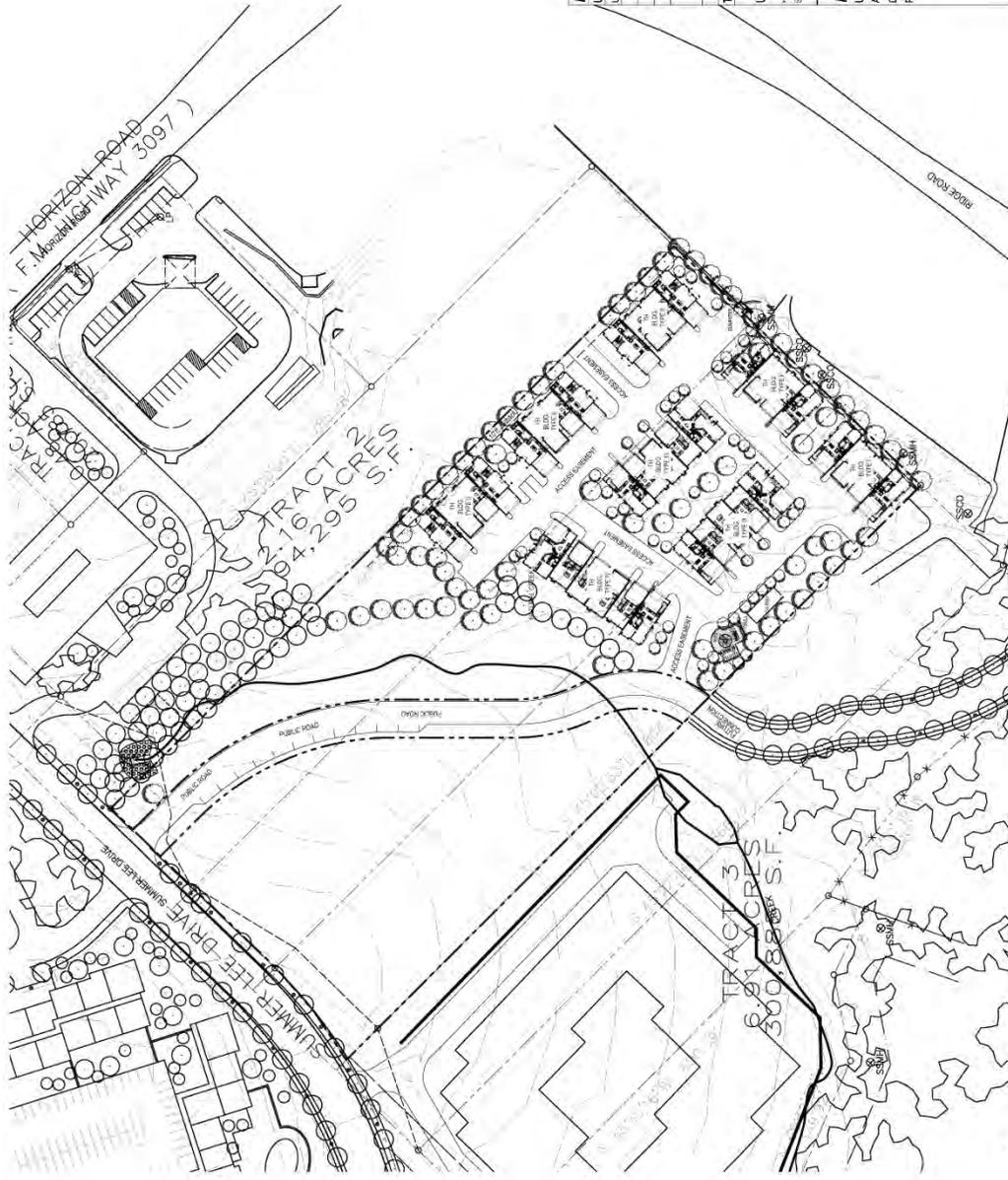
THENCE 65.78 feet, with said reverse curve to the right, having a radius of 138.00 feet, through a central angle of 27 degrees 18 minutes 33 seconds, whose long chord bears North 13 degrees 57 minutes 37 seconds West, 65.15 feet;

THENCE North 00 degrees 18 minutes 21 seconds West, 137.25 feet to the beginning of a curve to the left;

THENCE 255.82 feet, with said curve to the left, having a radius of 339.00 feet, through a central angle of 43 degrees 14 minutes 11 seconds, whose long chord bears North 23 degrees 39 minutes 31 seconds West, 249.79 feet;

THENCE North 45 degrees 16 minutes 37 seconds West, 56.95 feet to a point in said southeast right-of-way line of Summer Lee Drive;

THENCE North 43 degrees 50 minutes 20 seconds East, 22.06 feet along said southeast right-of-way line of Summer Lee Drive to the POINT OF BEGINNING and containing 175,714 square feet or 4.034 acres of land, more or less.



**HARBOUR URBAN CENTER- TOWN HOMES ATTICUS REAL ESTATE** 2016205 9/1/16

UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
THA	1br/1.5ba	1,622	9	25%	14,598	25%
THB	2br/1.5ba	1,684	11	31%	18,634	31%
THC1	3br/2.5ba	1,882	7	19%	13,174	
THC2	3br+ med/ba	2,971	3	8%	7,713	28%
THD	3br/2.5ba	2,163	6	17%	12,978	17%
<b>TOTALS</b>			<b>36</b>	<b>100.00%</b>	<b>67,097</b>	<b>100%</b>

**UNIT AVERAGE NET SF: 1,863.81**

\* NET AREA COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE AN SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

REQUIRED	PROVIDED
1,863.81 S.F.	72 GARAGE SPACES
4.52 ACRES	16 SURFACE VISITOR SPACES
7.97 UNITS/ACRE	88 TOTAL SPACES
	2.44 SPACES/UNIT

**PROJECT DATA**

UNIT AVERAGE NET SF: 1,863.81 S.F.

ACREAGE: 4.52 ACRES

DENSITY: 7.97 UNITS/ACRE

PARKING: 72 SPACES

72 GARAGE SPACES

16 SURFACE VISITOR SPACES

88 TOTAL SPACES

2.44 SPACES/UNIT

**A203**  
Z2016-026

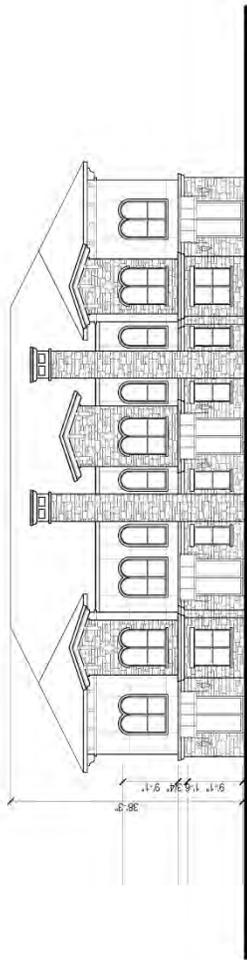
**HARBOUR URBAN CENTER**  
Rockwall, TX  
1994 16205

**ARCHITECTURAL SITEPLAN**  
TOWNHOMES  
September 7, 2016

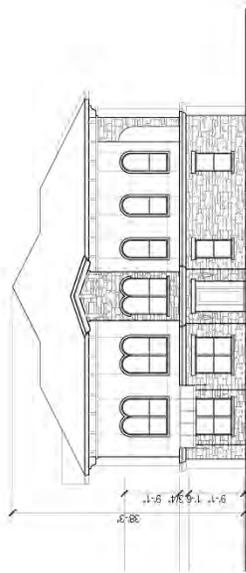


**HUMPHREYS & PARTNERS ARCHITECTS, L.P.**  
5500 Campbell Road, Suite 1000, Rockwall, TX 75087 | humphreys.com

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FRONT ELEVATION (scale: 1/8"=1')



SIDE ELEVATION (scale: 1/8"=1')



REAR ELEVATION (scale: 1/8"=1')

SCALE: 1/8" = 1'-0" (24"x36" SHEET)  
 0' 8' 16' 32'

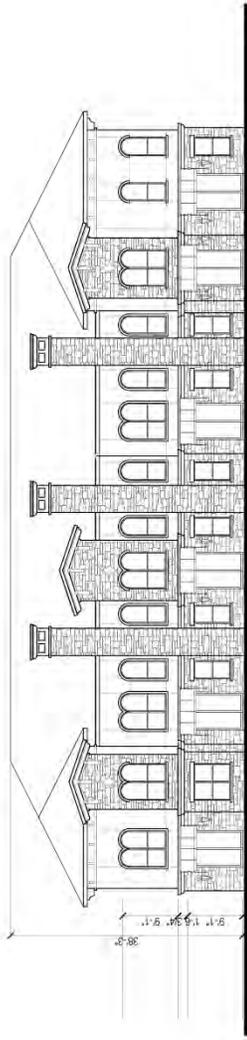
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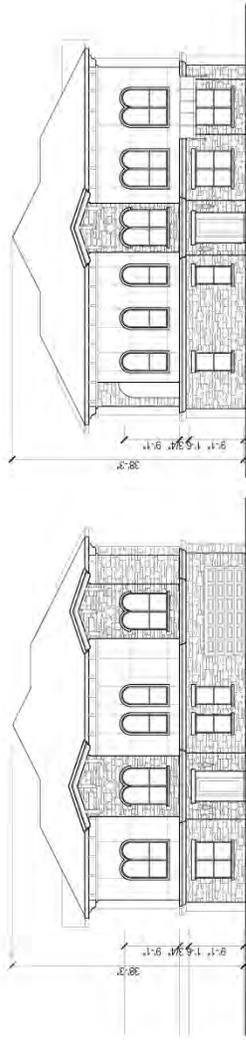
TH BLDG II. ELEVATIONS  
 August 2, 2015

**A422**  
 Z2016-026  
**HARBOUR URBAN CENTER**  
 Rockwell, TX  
 RPM #1026

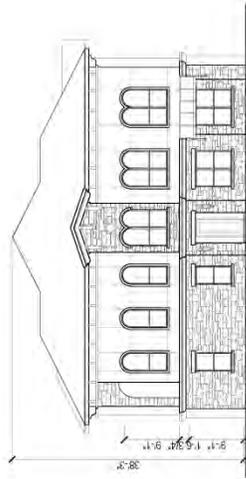
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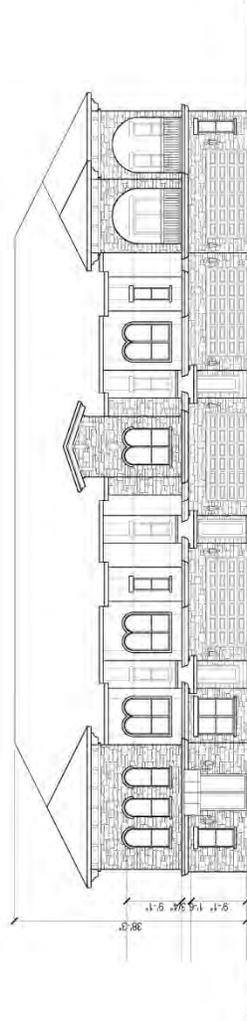
FRONT ELEVATION (scale: 1/8"=1')



RIGHT ELEVATION (scale: 1/8"=1')



LEFT ELEVATION (scale: 1/8"=1')



REAR ELEVATION (scale: 1/8"=1')

SCALE: 1/8" = 1'-0" (24"x36" SHEET)  
 0' 8' 16' 32'

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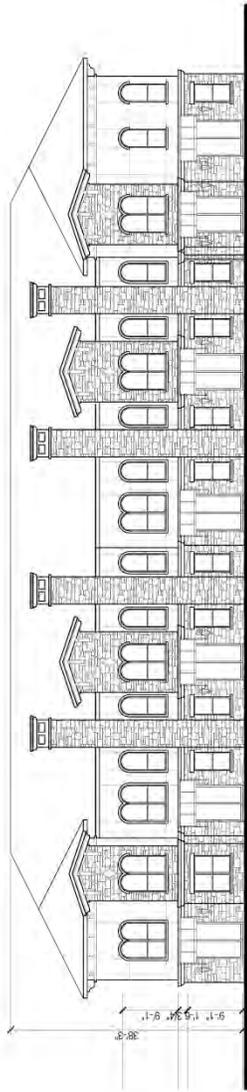


TH BLDG III. ELEVATIONS  
 August 2, 2015

**A432**  
 Z2016-026

**HARBOUR URBAN CENTER**  
 Rockwell, TX  
 HPM 19205

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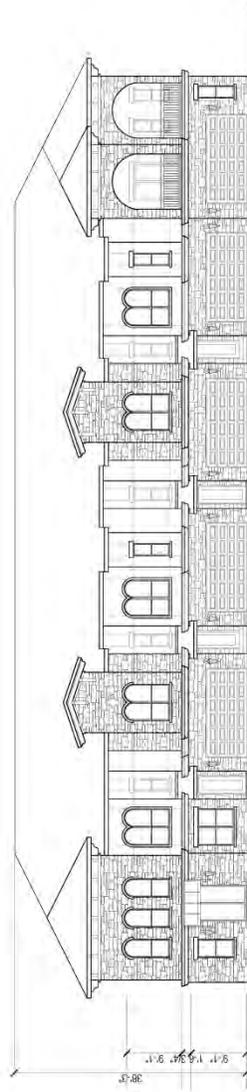
FRONT ELEVATION (scale: 1/8"=1')



LEFT ELEVATION (scale: 1/8"=1')



RIGHT ELEVATION (scale: 1/8"=1')



REAR ELEVATION (scale: 1/8"=1')

SCALE: 1/8" = 1'-0" (24"x36" SHEET)  
 0' 8' 16' 32'

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TH BLDG III. ELEVATIONS  
 August 2, 2015

**A442**  
 Z2016-026

**HARBOUR URBAN CENTER**  
 Rockwell, TX  
 HPM 10205

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**CITY OF ROCKWALL, TEXAS**

**ORDINANCE NO. 16-49**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING CHAPTER 18 FIRE PREVENTION AND PROTECTION, ARTICLE II, SECTION 18-34 AUTHORIZING THE OFFICE OF THE FIRE MARSHAL TO ASSESS FEES FOR FIRE PERMITS FOR CONSTRUCTION AND OPERATIONAL SERVICES, INSPECTIONS AND THIRD PARTY REVIEWS AND OTHER MISCELLANEOUS FEES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City currently has Section 18-34 of the Code of Ordinances assessing Plan Review Fees for the Office of the Fire Marshal; and

**WHEREAS**, the staff has reviewed its current fee schedule and has determined a need to revise its fee schedule for fire permits, inspections and third party reviews and recommends the adoption of the revised fee schedule;

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

**Section 1.** The Code of Ordinances of the City of Rockwall shall be amended in Chapter 18 Fire Prevention and Protection, in Article II, Fire Code Standards by repealing the current Section 18-34 and adopting the newly revised Section 18-34 which shall heretofore read as follows:

**Sec. 18-34. Schedule of Permit Fees and Misc. Fees**

City of Rockwall approves and adopts the following SCHEDULE OF PERMIT FEES AND MISC. FEES for the Office of the Fire Marshal, which are subject to future modification.

**Section 2.** Said fees associated with the newly adopted Sec. 18-34 are reflected and attached hereto in "Exhibit A" of this ordinance and shall be incorporated and made a part hereof; and

**Section 3.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

**Section 4.** This ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the

provisions of those ordinances are specifically repealed or those in direct conflict with the provisions of this ordinance.

**Section 5.** This ordinance shall take effect immediately from and after its passage and approval, and it is so ordained.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, this 19<sup>th</sup> day of September, 2016.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**1<sup>st</sup> Reading:** 09-06-2016

**2<sup>nd</sup> Reading:** 09-19-2016

## Exhibit “A”

### Schedule of Permit Fees and Misc. Fees

Permits (Construction & Operational)	
Permit Description	Fee
<b>Automatic Fire Extinguishing Systems</b>	
1. New Install	Actual cost of 3rd party plan review
2. Modification to Existing System	
a. Less than 20 heads	No permit needed
b. 20 or more heads, modifications alterations/modifications to the system risers, and/or special applications (i.e. water curtains).	Actual cost of 3rd party plan review
3. Kitchen Hood & Duct	1 <sup>st</sup> page: \$150, each additional page \$100
4. Special Hazard (clean agent, dry chem, etc.)	Actual cost of 3rd party plan review
<b>Battery System</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Burn</b>	
1. Trench Burn	No Fee
2. Open Burn / Bonfire	No Fee
3. Residential Permit	\$25 review fee per year and \$50 On-site inspection (normal hours) or \$150 after hour inspection
<b>Carbon Dioxide Systems (beverage dispensing)</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Compressed Gases</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Cryogenic Fluids</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Electronic Access Control Systems</b>	
New Install & modifications	1 <sup>st</sup> page: \$150, each additional page \$100
<b>Emergency Responder Radio Coverage System</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Fire Alarm and Detection Systems and related equipment</b>	
1. New Install	Actual cost of 3rd party plan review
2. Modification to Existing System	
a. Less than 20 devices	1 <sup>st</sup> page: \$150, each additional page \$100
b. 20 or more devices	Actual cost of 3rd party plan review
c. Panel Replacement	1 <sup>st</sup> page: \$150, each additional page \$100
d. Minor notification device modifications (such as adding horn/strobe for fire sprinkler monitoring or expanded notification coverage with less than 10 devices added)	No permit needed
<b>Fire Pump and related equipment</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Fireworks</b>	
1. Fireworks -Outdoor	No Fee
2. Fireworks/Pyro – Proximate Audience	No Fee
<b>Flammable and Combustible Liquids</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Gates and Barricades (across fire apparatus access roads)</b>	
New Install & modifications	No Fee
<b>Hazardous Materials</b>	

New Install & modifications	Actual cost of 3rd party plan review
<b>High-Piled Storage</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Industrial Ovens</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>LP-gas</b>	
New Install & modifications	No Fee
<b>Model Rocketry</b>	
Per Event	No Fee
<b>Private Fire Hydrants</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Smoke Control or Smoke Exhaust Systems</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Solar Photovoltaic Power Systems</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Spraying and Dipping</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Standpipe Systems</b>	
New Install & modifications	Actual cost of 3rd party plan review
<b>Tanks</b>	
Underground Tanks	
New Install & modifications	1 <sup>st</sup> page: \$150, each additional page \$100
Aboveground Tanks	
New Install & modifications	1 <sup>st</sup> page: \$150, each additional page \$100
Temporary (Construction Site) Tanks	
New Install & modifications	No Fee
Removal of Tank	No Fee
<b>Temporary Membrane Structures and Tents</b>	
New Install & modifications	No Fee
<b>Traffic Calming Devices (Speed Humps)</b>	
New Install & modifications	No Fee
<b>Two-Way Communication System</b>	
New Install & modifications	1 <sup>st</sup> page: \$150, each additional page \$100
<b>Underground Fire Service Systems</b>	
New Install & modifications	1 <sup>st</sup> page: \$150, each additional page \$100
<b>Others</b>	
All other Construction or Operational permits not specifically listed above (See IFC 105.6 and 105.7)	No Fee, 1 <sup>st</sup> page: \$150, each additional page \$100, or Actual cost of 3rd party plan review, as determination by Fire Code Official

Miscellaneous Fees	
Fee Description	Fee
<b>Inspections</b>	
Outside of Normal Business Hours	\$50.00 per hour (min of 2 hrs.)
Re-inspection fee The re-inspection fee would be assessed after 2 failed inspection to which a permit was issued.	\$50.00
<b>Fire Watch</b>	
1. Per Fire Service Personnel	\$50.00 per hour (min of 4 hrs.)
2. Per Fire Apparatus	\$400.00 per hour

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Rick Crowley, City Manager  
**FROM:** Timothy M. Tumulty, Director of Public Works/City Engineer  
**DATE:** September 12, 2016  
**SUBJECT:** Engineering Flood Study Review Contract Extension

---

The City of Rockwall's storm drainage system encompasses 14 separate watersheds (52 stream miles) located totally or partially within the corporate limits of the City. These watersheds have been analyzed for existing and fully developed conditions. Whenever a development occurs that potentially impacts any floodplain area, development standards requires a registered engineer to perform a flood study to determine the impacts to the floodplain and an engineering solution that minimizes the increase of water surface elevations and velocities. A flood study review fee was implemented in 2013 by the City for developments requiring a flood study to recoup our review cost. The City uses Hydrological Support Services, LLC. to perform reviews to verify City drainage requirement compliance. Their contract expires on September 30, 2016. Staff has been satisfied with their service and recommends extending the contract another year.

Staff requests consideration of approval of the engineering services contract with Hydrological Support Services, LLC to perform flood study reviews for developments within the City in an amount not to exceed \$40,000.00. Funding will be provided from the FY 2016-17 Department Operations Budget and developer reimbursement. If you have any questions, please advise.

TMT:em

Attachment

**Cc:** Mary Smith, Assistant City Manager  
Amy Williams, P.E., Assistant City Engineer  
Jeremy White, P.E., CFM, Civil Engineer  
File

STATE OF TEXAS



COUNTY OF ROCKWALL

## PROFESSIONAL ENGINEERING SERVICES CONTRACT

This Agreement is made and entered into in Rockwall County, Texas, between City of Rockwall, Texas ("CITY"), a municipal corporation and political subdivision of the State of Texas, acting by and through its City Manager and HydroLogical Support Services, LLC, ("ENGINEER"), located at 97 Old Turkey Farm Rd, Denison, Texas, Engineer duly licensed and practicing under the laws of the State of Texas.

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

PROFESSIONAL ENGINEERING SERVICES for Miscellaneous Consulting Services.

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

### 1. Scope of Work

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

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

### 2. Compensation & Term of Agreement

Cost for such services will be an annual amount not to exceed forty thousand dollars (\$40,000.00) and billed as an hourly basis per rates provided in Exhibit "B". Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

The term of this Agreement shall commence upon execution of this agreement and follow the schedule described in Exhibit "C". In the event of termination, Engineer will assist the CITY in

arranging a smooth transition process. However, Engineer's obligation to provide services to the CITY will cease upon the effective date of termination, unless otherwise agreed in writing.

3. Method of Payment

CITY shall pay Engineer its fees based on the presentation by Engineer to CITY of a correct monthly statement for all the amounts earned under the Contract together with reasonable supporting documentation verifying the accuracy of the fees and expenses. CITY shall then pay Engineer its fee within thirty (30) days after presentation of the accurate monthly statement by Engineer to CITY. CITY is a State sales and use tax exempt political subdivision of the State of Texas. All records supporting payment shall be kept in the offices of Engineer for a period of not less than three (3) years and shall be made available to CITY for inspection, audit or copying upon reasonable request.

4. Engineer's Standard of Care

Engineer shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional Engineer under similar circumstances for a similar project. Engineer represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Contract. Services will be performed using personnel and equipment qualified and/or suitable to perform the work requested by the CITY.

CITY retains the right to report to Engineer any unsatisfactory performance of Engineer personnel for appropriate corrective action. Engineer shall comply with applicable federal, state, and local laws in connection with any work performed hereunder.

Engineer will seek written CITY approval to accept any contract or perform any services for any person, entity, or business that has an agreement or is in negotiations of an agreement with CITY. CITY may waive this conflict, but such waiver is at CITY's sole discretion and its decision shall be final.

5. Ownership of Documents

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

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

6. Insurance

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

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

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

\$2,000,000.00 General aggregate limit  
  
\$1,000,000.00 each occurrence sub-limit for all bodily injury or property damage incurred all in one occurrence  
  
\$1,000,000.00 each occurrence sub-limit for Personal Injury and Advertising

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

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

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

7. **INDEMNIFICATION**

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

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

8. Addresses for Notices and Communications

**CITY**  
**City Manager**  
City of Rockwall  
City Hall  
385 S. Goliad  
Rockwall, TX 75087

**Engineer**  
**HydroLogical Support Services, LLC**  
**Attn: Dwayne Stubblefield**

P.O. Box 976  
Denison, TX 75021  
Deliveries:  
HydroLogical Support Services, LLC  
Attn: Dwayne Stubblefield, President  
97 Old Turkey Farm Rd  
Denison, TX 75021

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

9. Successors and Assigns

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

10. Termination for Convenience of the Parties

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

11. Changes

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

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

13. Reports and Information

**Engineer**, at such times and in such forms as **CITY** may reasonably require, and as specified in the Scope of Work or in additional Contract Amendments shall furnish **CITY** periodic reports pertaining to the Work or services undertaken pursuant to this Contract, the cost and obligations incurred, or to be incurred in connection therewith, and any other matter covered by this Contract.

14. Entire Agreement

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

15. Waiver

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

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees

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

20. State or Federal Laws

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

EXECUTED in triplicate originals on this 4<sup>TH</sup> day of SEPTEMBER 2016.

By: *Dwayne Stubblefield*  
Name: Dwayne Stubblefield, P.E.  
Title: President, HydroLogical Support Services, LLC.

EXECUTED in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

ATTEST:

City of Rockwall, Texas

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

## EXHIBIT "A"

### HydroLogical Support Services, LLC

#### Scope of Services

#### Miscellaneous Consulting Services

The scope of services for this contract is for HydroLogical Support Services, LLC (HSS) to provide miscellaneous consulting services on an as-needed basis for issues related to stormwater and other water resources matters, which may be requested from time to time by, or approved by, the City of Rockwall's City Engineer/Public Works Director, or by the City Engineer's/Public Works Director's representative(s) or assistant(s). Such services are anticipated to typically consist of the following:

1. Review of proposed development projects and other proposed construction within the City on issues related to drainage, flood hazard potential, and regulatory issues related to flood damage prevention, and provide review comments to the City.
2. Consultation or coordination with project owners and their representatives, and provide readily-available City flood-related data and other information pertinent to general location of their proposed or existing projects.
3. Provide opinions, advice, recommendations and other miscellaneous assistance to the City regarding drainage, flood hazard protection, and regulatory issues related to flood damage prevention.
4. Other miscellaneous services as requested by the City and agreed by HSS provided that such services are within the field of expertise of HSS.

Exclusions: Engineering design, design plans, construction plans, construction inspection, construction administration, surveying, geotechnical services, environmental services, groundwater services, water quality services, and any other services which are not within the field of expertise or services offered by HSS are specifically excluded from this scope of services.

This scope of services is to be provided on a time and materials cost basis in accordance with attached rate schedule (Exhibit "B"). The termination date of this contract is September 30, 2017, unless agreed in writing by both parties to extend this contract, or unless either party gives notice to other party to terminate this contract prior to this termination date.

## EXHIBIT "B"

### HydroLogical Support Services, LLC

#### Special Rate Schedule and Compensation for Miscellaneous Consulting Services for the City of Rockwall, Texas

Personnel costs for time-and-materials services will be invoiced on an hourly basis in accordance with the following rate schedule:

Principal Engineer	\$158 - 195/hr
Senior Engineer	\$135 - 175/hr
Project Engineer	\$ 85 - 155/hr
Engineer-in-Training	\$ 55 - 105/hr
CADD Support/Technician	\$ 45 - 95/hr
Clerical/Administrative Support	\$ 35 - 65/hr

Rates for expert consulting, witness, and/or testimony services related to depositions, court, hearings, arbitration dispute negotiations, meetings with opposing parties, and preparation with legal representation for deposition and/or trial are billed at personnel costs plus 35% and include all time away from the office on the date(s) of such services on behalf of the client. Personnel rates are effective through September 30, 2017, and may be renegotiated for services performed thereafter.

Non-labor expenses (including sub-contractual services, if any) will be invoiced at cost plus 8%. Mileage costs will be at the same rate as established by the Internal Revenue Service at the time of occurrence. In-office black-and-white photocopies directly related to a project or task and exceeding more than 50 pages will be at a cost of 10 cents each. Color copies will be at a cost of 35 cents each for 8.5x11 size and 75 cents each for 11x17 size.

Invoices will be submitted to the City typically at the end of the month and on a monthly basis. However, the final invoice will be submitted upon termination of this contract. Payment for each invoice is due "net 30" days following date of the invoice. Delayed payment of any invoice may result in delays of the contracted services (Exhibit "A").

Unless otherwise agreed in writing to extend this contract, or unless either party to this contract gives notice to terminate, this contract will terminate on September 30, 2017.

## **EXHIBIT "C"**

**HydroLogical Support Services, LLC**

**Term of Agreement and**

**Schedule for**

**Miscellaneous Consulting Services**

The term of this agreement shall commence upon execution of the agreement by both parties and will extend through September 30, 2017, unless otherwise terminated or extended as agreed in writing. Consulting services listed in Exhibit A will be scheduled on an as-needed basis during the term of contract and any extension as agreed. Consulting services will end immediately upon termination of the contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	<b>CONTACT NAME:</b> Brian R Hadar <b>PHONE (A/C, No, Ext):</b> (214) 503-1212 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (214) 503-8899													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER C: Graphic Arts Mutual Insurance Co</td> <td>25984</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Company	37885	INSURER B: Charter Oak Fire Insurance Co.	25615	INSURER C: Graphic Arts Mutual Insurance Co	25984	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Hydrological Support Services, LLC P.O. Box 976 Denison TX 75021															

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 30330

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	PACP6A350909	9/30/2015	9/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA0F416654	9/30/2015	9/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	4464958	9/30/2015	9/30/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	Y		DPS97149237	9/30/2014	9/30/2016	Per Claim/Annual Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies. City of Rockwall, Texas, its City Council members and employees are shown as additional insureds on the general and auto liability coverages as required by contract. A waiver of subrogation of the additional insured is shown on all policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Rockwall, Texas 385 S. Goliad Rockwall TX 75087	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian R. Hadar</i>
---	--

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## **CITY OF ROCKWALL, TEXAS MEMORANDUM**

---

**TO: Brad Griggs, Assistant City Manager**

**FROM: Andy Hesser, Parks and Recreation Manager**

**DATE: September 14, 2016**

**SUBJECT: FACILITY USE AGREEMENT RENEWAL FOR YELLOWJACKET PARK**

---

In 2004, Lake Pointe Church (LPC) approached the City about using the Yellowjacket Park ball fields to offer a youth sports program. In exchange, LPC agreed to contribute money and resources to add park amenities such as new fences, backstops, dugouts, restroom and play area valued at nearly \$100,000.

At the passing of the original agreement, LPC entered into a new facility use agreement with the City to continue their youth baseball program in February of 2014. The initial term of this agreement expired July 1, 2016, which required LPC to pay The City \$10,000 in the first year, \$11,000 the second year and \$12,000 in years 2016 through 2018. The fees cover all non-resident fees and field use fees. The City maintains the park in a safe attractive condition and LPC prepares and stripes the fields for their games on weekends.

Additionally, The City retains the right to schedule and use the fields to first meet the needs of the teams registered in the Rockwall Baseball Softball League (RBSL). The remaining field space is made available to LPC with a prorated fee determined as a percentage of field space available versus total amount requested.

LPC has requested to renew the contract for the term of one year. Contingent on Council approval and final review by the City Attorney, the contract would be in effect immediately and expire July 1, 2017. This would be the first of two allowable extensions, per the original contract language. The initial contract period was for three years.

As a matter of historical perspective, this has been and continues to be a mutually beneficial relationship. At the September meeting, Park Board voted unanimously of members present to ask that Council consider renewing the Facility Use Agreement between the City and LPC.

August 16, 2016

Andy Hesser  
Parks and Recreation Manager  
City of Rockwall  
385 S. Goliad  
Rockwall, TX 75087

Dear Andy:

Pursuant to item XI, Paragraph A of the Facility Use Agreement Between the City of Rockwall and Lake Pointe Church, I would like to formally request a one-year extension of the current agreement effective immediately ending July 1, 2017.

If approved, will continue to abide by the conditions of the existing agreement and I see no areas in the agreement that would need to be adjusted or changed from our side.

Please review the existing agreement and let me know if the City of Rockwall consents to this one-year extension of the agreement.

Thanks,



Brad Bassett  
Director of Sports Ministries

**FACILITY USE AGREEMENT BETWEEN THE CITY OF ROCKWALL,  
TEXAS, AND THE LAKEPOINTE CHURCH**

STATE OF TEXAS                   §  
  §  
COUNTY OF ROCKWALL       §

**WHEREAS**, the City of Rockwall, Texas (City) is a home rule city with all the rights, powers, and privileges set forth by the applicable statutes of the State of Texas and the City Charter; and

**WHEREAS**, the City is empowered pursuant to those statutes and said City Charter to provide for the regulation and improvement of all public grounds, including parks, located within the City’s limits; and

**WHEREAS**, Lakepointe Church (LPC) desires to operate a baseball program utilizing City athletic fields; and

**WHEREAS**, the City desires to promote the health, welfare, and safety of its citizens:

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein and the mutual benefits flowing to both the City and LPC, and other good and valuable considerations recited herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Associations do **CONTRACT, COVENANT, WARRANT, AND AGREE** as follows:

**I.**

**INCORPORATION**

All matters contained in the above and foregoing preamble are incorporated herein and made part of this Facilities Use Agreement (Agreement) as if copied herein in its entirety.

## II.

### DEFINITIONS

- A. The terms “athletic facility,” “athletic fields,” or “fields” mean the eight fields at Leon Tuttle Park, the two fields at Harry Myers Park and the three fields Yellowjacket Park, and any other location made available by the City on which athletic events are or can be held.
- B. “Director” means the Director of Parks and Recreation for the City of Rockwall, or his/her designee.
- C. “City Manager” means the City Manager for the City of Rockwall, or his/her designee.

## III.

### FIELD USE

- A. Both the City and LPC acknowledge that the fields are owned by the City and are provided for the benefit of citizens of the City. At any time the fields are not being used by LPC, the City may assign such fields to other associations or parties. The City shall maintain approval over the use of the fields at all times. Under terms of this Agreement, the City permits LPC to use the fields to provide youth baseball activities.
- B. LPC shall not assign this Agreement or rent out any part of the fields or concession facilities without prior written consent of the City. Any request for assignment or rental made by a third party shall be referred to the Director. All parties understand that LPC’s use of the fields is nonexclusive.
- C. No use of the City’s fields is permitted outside the terms of this Agreement, as set forth herein.
- D. The City of Rockwall will coordinate the Rockwall Baseball and Softball League for children 5-14 years old. It is the goal to provide two practice periods per week to each team prior to the season and fields for one practice and two games per week and once the season has commenced. This goal will be the basis for the allocation of all City owned fields. Once this goal is met, additional fields may be available to LPC. It shall be the goal of LPC to provide one practice time and one game time per week during the season. Fields shall be allocated in a manner to meet the goals of each party.
- E. At the beginning of each season, a representative from LPC will meet with the Director to work through game and practice schedules. The Director will have final approval over all game and practice schedules of LPC and any other league or organization.

#### IV.

#### OBLIGATIONS OF THE CITY

**The City shall:**

- A. Maintain all fences and gates in a safe and secure condition;
- B. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying;
- C. Perform all pre-season clay and turf maintenance to include adding clay, clay renovation and cutting infield arcs;
- D. Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary, within normal yearly operating budget constraints;
- E. Drag infields daily, Monday through Friday, weather permitting during regularly scheduled league games, and make-up games. The City will drag fields on Saturdays and Sundays upon request subject to applicable fees (see attached fee schedule). Services do not include preparation for foul weather;
- F. Painting or chalking of outfield boundary lines on the playing surface of the park areas;
- G. Haul off trash **THAT HAS BEEN DEPOSITED** in trash receptacles as warranted. The City shall provide trash receptacles;
- H. Maintain structural integrity of concession stands, restrooms and storage buildings, including repair or replacements of damaged roofs, doors, and windows;
- I. Maintain all area and field lighting systems where applicable;
- J. Repair or replace lights, poles, wiring fuses, transformers and other equipment related to the lighting of each field to be used by LPC where applicable and within normal operating budget constraints;
- K. Pay all electric and water bills in connection with use of the fields;
- L. Maintain any field irrigation system and watering schedules of turf areas;
- M. Maintain any adjacent park irrigation systems and the scheduling of watering turf areas;
- N. Maintain restroom facilities;
- O. Maintain and repair parking areas; and

- P. Provide Hollywood style bases, home plates, and pitching rubbers for use by LPC.
- Q. Determine, in its sole discretion, field closures due to weather. Determinations will be made by 3:30 pm on weekdays. Weather will be monitored beyond the determination times if necessary.
- R. Perform its duties only to the extent that budgeted funds and manpower are available. If the City is unable to fulfill its obligation due to budget restraints, it will not be obligated to LPC for any monetary damages.
- S. Provide pitching mounds and bases according to the rules and regulations of the relevant age group of teams participating in practices and games. The initial field and mound set-up shall be at no charge to LPC. The City shall charge a \$50 fee for each additional mound construction and/or demolition that is required for non-regular season games or additional tournaments (see attached fee schedule).
- T. To be eligible to be on the field or in the dugout during league games, coaches must pass a criminal history check. The eligibility criteria for coach participation shall be determined by the City of Rockwall Parks and Recreation Advisory Board in accordance with the adopted coach's eligibility policy. LPC coach's eligibility procedure will be accepted in lieu of City program.

## V.

### OBLIGATIONS OF LPC

**LPC shall:**

- A. Provide a field manager schedule no later than 7 days prior to the beginning of each season. The field manager shall be responsible for unlocking and locking the gates and shall be on site during every regular season game and tournament game, and is responsible for game day policing of all litter on their field(s), to include playing areas, dugouts, fences, backstops, bleachers, concession stands, and adjacent grounds;
- B. Monitor any restrooms at the fields and keep them stocked and assist with cleaning when needed;
- C. Pay a key deposit prior to commencement of regularly scheduled practices and league games, if applicable;
- D. LPC shall pay the City of Rockwall a fee for field use according to the following schedule. The "field use" fee shall include all "non-resident" player fees as well as fee for the field use and the preparation of the playing areas.

2014: Non-resident fees and field use shall be \$10,000

2015: Non-Resident fees and field use fees shall be \$11,000

2016-2018: Non-Resident Fees and Field use fees shall be \$12,000

If the CITY is unable to meet the field use needs of LPC as defined in Section III. D., LPC will pay the City the pro-rata share of the field usage charges (i.e. if LPC field use requests total 100 practice/game times to meet the goals of LPC as described in Section III, D., and the City is only able to provide 93 game/practice times, LPC will pay the CITY 93% of the difference between the total “non-resident” fees and the maximum amount to be paid by LPC).

- E. Pay all fees associated with additional services provided, such as pitching mound construction and weekend field preparation, according to attached fee schedule;
- F. Obtain advanced written approval from the Director to charge admissions to any field or park for LPC events;
- G. Use the fields within the policies, procedures, and rules established for park usage by the Parks and Recreation Department. Policies, procedures, and rules are as follows:
  - a. No alcoholic beverages allowed in the park. **Ordinance No. 19.3f;**
  - b. No skates, skateboards, or bikes allowed in the park;
  - c. Pets must be on leashes at all times. **Ordinance No. 5.18;**
  - d. No glass containers allowed around the athletic facilities;
  - e. Users will not use the fields when there is inclement weather or when the fields are unplayable;
  - f. Users will park in designated parking areas. **Ordinance No. 19.3d;**
  - g. City field curfew is 11 p.m., **Ordinance No. 19.3e.** This can be waived for tournaments with permission from the Director. (No league games may start after 8:30 p.m.);
  - h. Illegal entry by players or coaches may result in that team’s loss of field use for practice privileges.
- H. Not discriminate against any person or persons because of race, color, religion, sex, disability, or national origin;

- I. Provide sufficient notice of all scheduled make-up game times (preferably a one-week notice). Notice shall be given to the Director;
- J. Not engage in any business on the premises or do anything in connection therewith that shall violate any existing municipal, state, or federal law or ordinance, or use the same in such manner as to constitute a nuisance. The City reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its sole discretion to be objectionable or contrary to City interests. LPC hereby consents to the exercise of such authority by the City over its members, officials, and agents;
- K. Submit all of the following to the Director:
  - a. A list of current participants, including name and address, as well as coaches, leadership staff, and officials, including the name, address, day and night time telephone numbers, and e-mail address of all adults;
  - b. A schedule of games with coaches and rosters to be played at the City's fields;
  - c. A copy of a general liability insurance policy naming the City as additional insured in the amount of at least \$1,000,000.00;
  - d. A schedule with names and contact numbers of on site field representatives during the spring and fall seasons;
  - e. Policies and procedures for dealing with medical emergencies and hazardous weather conditions;
  - f. Any proposal to install, construct, alter, or modify any temporary or permanent structures, signs, equipment, or other related items, before commencing any work. All such proposals must be approved in writing by the Director in advance of construction. All applicable City codes must be followed. Approval of the proposal shall rest solely with the Director. Permanent structures shall become property of the City;
- L. Designate a point of contact that will be responsible for correspondence with the City;
- M. Communicate all necessary repairs and/or service requests to the Director;
- N. Account for non-resident use of City fields by requiring a \$30.00 payment per non-resident participant, and such amounts shall be remitted to the City by LPC which is included in fee contained in Section V. D.

**VI.**

**CESSATION OF PLAY**

- A. LPC agrees and understands that the City, acting through an employee designated by the City Manager, the Director, or any Rockwall Police Officer shall have the authority to order cessation of any ball game, practice, or other activity of LPC on City fields. Such a cessation order by any one of said representatives of the City shall be the result of a determination by said representative that continuation of play would be unsafe or not in the interest of the City or the players. Play or use may resume when approved by the representative of the City who issued the cessation order or the City Manager.

**VII.**

**LIABILITY INSURANCE**

- A. The City, its employees, agents, and landlords shall not be liable to the LPC or to any employee, member, customer, or agent of the LPC for any damage caused by negligence of the LPC, its members, employees, customers, volunteers or agents. The LPC hereby releases, relieves, quit claim and holds harmless, fully indemnifies and agrees to defend the City, its employees, agents, and landlords from any and all claims, damages, injuries, law suits, judgments, or causes of action of any type (including but not limited to any action taken as a result of the sale of food and beverages at the concession facility) arising out of the Agreement or any reasonable action taken pursuant thereto.
- B. LPC agrees to acquire and maintain an insurance policy or policies that will provide liability coverage and medical coverage for medical expenses resulting from injury of players while engaged in the Association's activities. Said coverage shall be with an insurance company and have such limits as shall be acceptable to the City Manager. Evidence of such insurance policies shall be provided to the City prior to use of fields by LPC and the City shall be listed as an additional insured.

**VIII.**

**RULE CHANGES**

- A. LPC shall submit a copy of all rule changes to the Parks and Recreation Director for approval before the beginning of the season in which the rule changes will be effective.

**IX.**

**FINANCIAL RECORDS**

- A. The City shall have the right to examine LPC's annual audit, upon request, by the City Director of Parks and Recreation, Assistant City Manager, or City Manager. LPC shall be given reasonable notice and the City will schedule a time convenient for LPC.

**X.**

**DEFAULT BY LPC**

- A. This Agreement may be canceled in the event of default by LPC. The City may by action of the City Council declare LPC in default of this Agreement and the Agreement canceled if any of the following conditions are present:
  - a. LPC ceases or is unable to provide or perform the functions listed in this Agreement;
  - b. LPC becomes inactive or fails to initiate advance planning for any season during the term of this contract;
  - c. LPC provides a program in any year that is not acceptable to the City.

**XI.**

**TERM OF AGREEMENT**

- A. This Agreement runs from February 15, 2014, to July 1, 2016 and shall be renewable by consent of each party for a one year period a maximum of two times.
- B. Either party may terminate this Agreement by giving thirty days written notice to the other party.

**XII.**

**VENUE**

- A. Venue for any proceedings under this Agreement shall be in Rockwall County, Texas.

**XIII.**

**SEVERABILITY**

- A. If any clause, section, paragraph, or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional, or void for any reason, the balance of the contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph, or portion had not been in the Agreement initially.

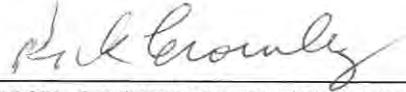
**XIV.**

**SCHEDULE OF FEES**

Key Deposit	\$300
Trash Hourly Rate	\$25/hour per worker
Weekend Field Preparation	\$25/hour
Non-resident Fee	\$30 per individual
Pitching Mound Construction/Demolition	\$50 per mound each time

**LPC'S NON-COMPLIANCE WITH ANY OF THE ABOVE STATED POLICIES, PROCEDURES, OR RULES COULD RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT BY THE CITY.**

**EXECUTED and AGREED this 3rd day of February, 2014.**



RICK CROWLEY, CITY MANAGER  
CITY OF ROCKWALL, TEXAS



CARTER SHOWELL, EXECUTIVE PASTOR  
LAKEPOINTE CHURCH

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# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 09/19/2016

**APPLICANT:** Kevin Dale Wommack & Pamela McCollum

**AGENDA ITEM:** Z2016-023; 1970 Copper Ridge Circle (SUP)

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## **SUMMARY:**

Hold a public hearing to discuss and consider a request by Kevin Dale Wommack & Pamela McCollum for the approval of an amendment to Specific Use Permit (SUP) No. S-118 [Ordinance No. 14-02] to allow for an accessory building that exceeds the maximum size requirements as stipulated by Article IV, Permissible Uses, of the Unified Development Code for a 1.4952-acre tract of land identified as Lot 17, Block B, Sterling Farms Addition, City of Rockwall, Rockwall County, Texas, zoned Single Family Estate 1.5 (SFE-1.5) District, addressed as 1970 Copper Ridge Circle, and take any action necessary.

## **BACKGROUND INFORMATION**

The applicants Kevin Dale Wommack and Pamela McCollum are requesting the approval of an amendment to Specific Use Permit (SUP) No. S-118 to allow for an accessory building that exceeds the maximum size requirements stipulated Article VI, *Permissible Uses*, of the Unified Development Code (UDC). On December 16, 2013, the City Council approved an SUP allowing for an accessory building that does not meet the exterior material requirements for a Single Family Estate (SFE-1.5) District. The current metal building is 22-feet by 31-feet or approximately 682 sq. ft. The applicants are proposing to expand their current metal building by approximately 30-feet for a building footprint that is 22-feet x 62-feet or 1,364 sq. ft. With the expansion, the accessory building will be approximately 114 sq. ft. larger than the maximum size allowed in a SFE-1.5 District. According to the UDC, the maximum square footage for an accessory building in an SFE-1.5 District is 1,250 sq. ft.

## **NOTIFICATION:**

On August 19, 2016, Staff mailed 36 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Lofland Farms and Timber Creek Estates HOAs, which are the only HOAs/Neighborhood Organizations that are within 1,500-feet of the subject property and participating in the notification program. Additionally, staff posted a sign on the subject property as required by the Unified Development Code (UDC). At the time this report was drafted, staff had not received any notices returned.

## **RECOMMENDATIONS:**

Should the City Council choose to approve the SUP request, staff would offer the following conditions of approval:

- 1) The accessory building be subject to the operational conditions contained in the SUP ordinance, which are as follows:
  - A. The accessory building shall generally conform to the approved site plan and building elevations depicted in Exhibits 'A' & 'B' of the attached ordinance.

- B. The accessory building shall not exceed a maximum size of 1,364 square feet.
  - C. The accessory building is subject to administrative review in the event that the Subject Property is sold, conveyed or altered in any manner
- 2) Any construction or building necessary to complete this request must conform to the requirements set forth by the UDC, the International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

**PLANNING AND ZONING COMMISSION RECOMMENDATIONS:**

On September 13, 2016, the Planning and Zoning Commission approved a motion to recommend approval of the Specific Use Permit (SUP) with staff's recommendations by a vote of 6-0 with Commissioner Renfro absent.

## City of Rockwall Project Plan Review History



<b>Project Number</b> Z2016-023	<b>Owner</b> KEVIN DALE WOMMACK	<b>Applied</b> 7/14/2016 LM
<b>Project Name</b> SUP for 1970 Copper Ridge Circle	<b>Applicant</b> KEVIN DALE WOMMACK	<b>Approved</b>
<b>Type</b> ZONING		<b>Closed</b>
<b>Subtype</b> SUP		<b>Expired</b>
<b>Status</b> STAFF REVIEW		<b>Status</b> 7/14/2016 LM

<b>Site Address</b> 1970 COPPER RIDGE CIR	<b>City, State Zip</b> ROCKWALL, TX 75032	<b>Zoning</b>
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<b>Subdivision</b> STERLING FARMS ADDITION	<b>Tract</b> 17	<b>Block</b> B	<b>Lot No</b> 17	<b>Parcel No</b> 5069-000B-0017-00-OR	<b>General Plan</b>
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Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
BUILDING	John Shannon	7/14/2016	7/21/2016	8/17/2016	34	APPROVED	
ENGINEERING (8/19/2016 1:32 PM AW) Check location of septic system to make sure there aren't any conflicts	Amy Williams	7/14/2016	7/21/2016	8/19/2016	36	APPROVED W/ CONDITIONS	See Condition
FIRE	Ariana Hargrove	7/14/2016	7/21/2016	8/17/2016	34	APPROVED	
PLANNING (8/25/2016 10:24 AM KB) Z2016-023 SUP for Accessory Building: Please address the following comments (M= Mandatory Comments; I = Informational Comments)	Korey Brooks	7/14/2016	7/21/2016	8/24/2016	41	APPROVED W/ CONDITIONS	Comments

I.1 This is a request by Kevin Dale Wommack & Pamela McCollum for the approval of an amendment to Specific Use Permit (SUP) No. S-118 [Ordinance No. 14-02] to allow for an accessory building that exceeds the maximum size requirements as stipulated by Article IV, Permissible Uses, of the Unified Development Code for a 1.4952-acre tract of land identified as Lot 17, Block B, Sterling Farms Addition, City of Rockwall, Rockwall County, Texas, zoned Single Family Estate 1.5 (SFE-1.5) District, addressed as 1970 Copper Ridge Circle.

I.2 For questions or comments concerning this case please contact Korey Brooks in the Planning Department at (972) 772-6434 or email kbrooks@rockwall.com.

M.3 For reference, include the case number (Z2016-023) in the lower right hand corner of all pages on future submittals.

I.4 Please review the attached draft ordinance prior to the September 13, 2016 Planning & Zoning Commission meeting.

I.5 The Planning and Zoning Worksession is August 30th. The Planning and Zoning Meeting is September 13.

I.6 The projected City Council meeting dates for this case will be September 19, 2016 [1st Reading] & October 3, 2016 [2nd Reading].

0 37.5 75 150 225 300 Feet

Z2016-023 - SUP FOR 1970 COPPER RIDGE CIRCLE  
SPECIFIC USE PERMIT - LOCATION MAP = 



SFE-1.5

DIAMOND WAY

COPPER RIDGE

AG



# City of Rockwall

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

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

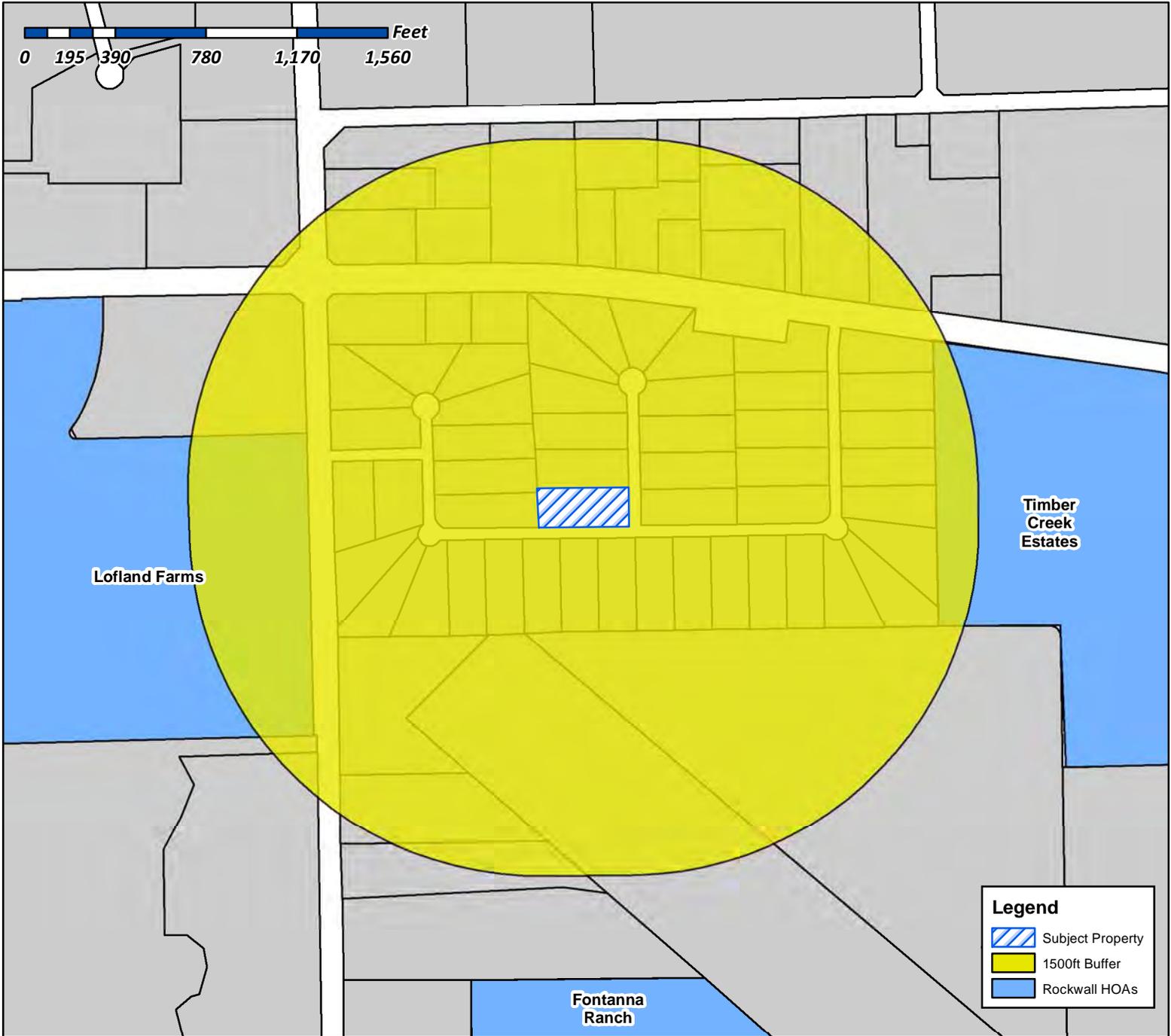




# City of Rockwall

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

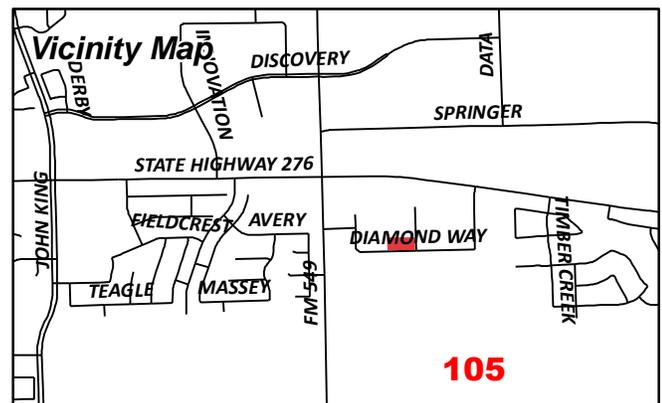
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**Legend**

-  Subject Property
-  1500ft Buffer
-  Rockwall HOAs

**Case Number:** Z2016-023  
**Case Name:** SUP for 1970 Copper Ridge Circle  
**Case Type:** Zoning  
**Zoning:** SUP  
**Case Address:** 1970 Copper Ridge Circle



**Date Created:** 08/15/2016

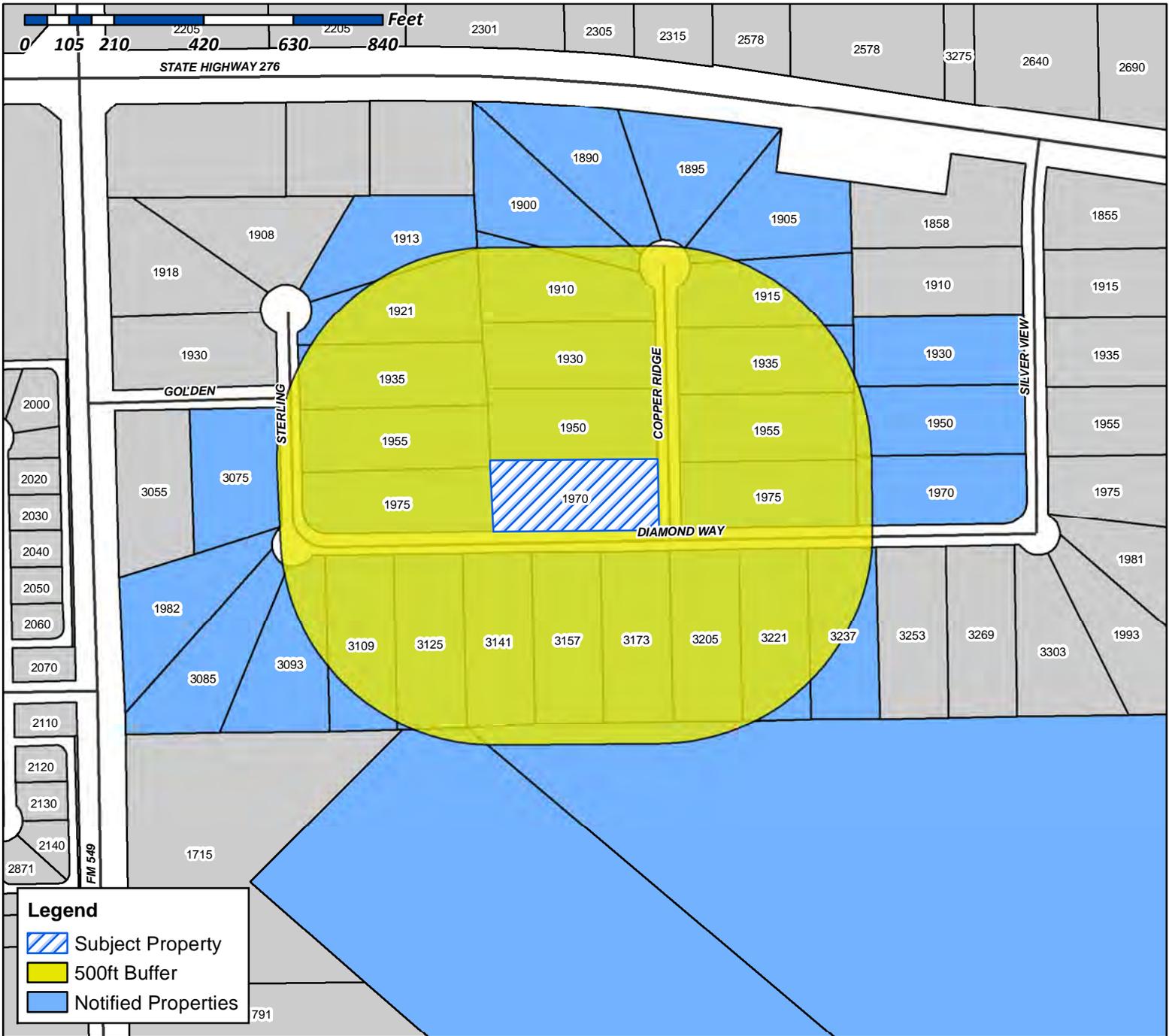
**For Questions on this Case Call (972) 771-7745**



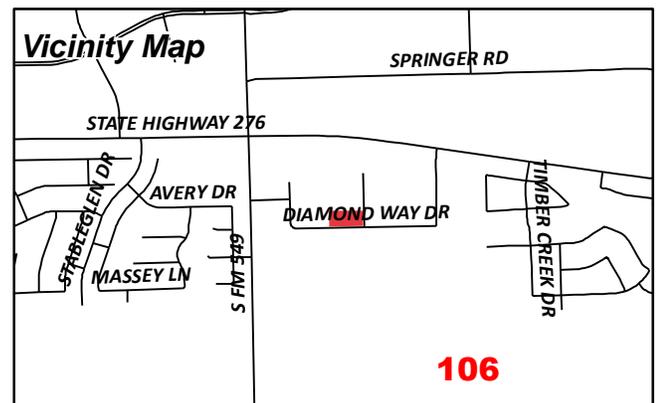
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**Case Number:** Z2016-023  
**Case Name:** SUP for 1970 Copper Ridge Circle  
**Case Type:** Zoning  
**Zoning:** SUP  
**Case Address:** 1970 Copper Ridge Circle



**Date Created:** 08/15/2015

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

MCLENDON COMPANY THE  
13101 PRESTON RD STE 501  
DALLAS, TX 75240

JOHNSON DAVID A AND PHYLLIS D  
1890 COPPER RIDGE CIR  
ROCKWALL, TX 75032

DE RUSSE MARIA NICOLE AND REUBEN DANIEL  
1895 COPPER RIDGE CIR  
ROCKWALL, TX 75032

ARCHER RANDY G & YOWAREE  
1900 COPPER RIDGE CIR  
ROCKWALL, TX 75032

MCDUGLE RONNIE D & DEBORAH J  
1905 COPPER RIDGE CIR  
ROCKWALL, TX 75032

JONES SCOTT G & CAROLINE D  
1910 COPPER RIDGE CIR  
ROCKWALL, TX 75032

HALL RICHARD N JR AND ELIZABETH A  
1913 STERLING CT  
ROCKWALL, TX 75032

WILLESS WAYNE & PRISCILLA K  
1915 COPPER RIDGE CIR  
ROCKWALL, TX 75032

MEJIA BLAS & LUISA  
1921 STERLING CT  
ROCKWALL, TX 75032

USSERY DAVID & PAMELA  
1930 COPPER RIDGE CIR  
ROCKWALL, TX 75032

REYNOLDS CHRISTOPHER & RENA  
1930 SILVER VIEW LN  
ROCKWALL, TX 75032

CURRENT RESIDENT  
1935 STERLING CT  
ROCKWALL, TX 75032

DIAZ JORGE L & LINDA A  
1935 COPPER RIDGE CIR  
ROCKWALL, TX 75032

SCOTT MICHAEL C & DOROTHY  
1950 COPPER RIDGE CIR  
ROCKWALL, TX 75032

AVILA HUMBERTO J II  
1950 SILVER VIEW LN  
ROCKWALL, TX 75032

RISHER CONNIE LYNN  
1955 COPPER RIDGE CIR  
ROCKWALL, TX 75032

GLASSCOCK BILLY B & PENNY  
1955 STERLING CT  
ROCKWALL, TX 75032

WHITAKER JOSHUA & KRISTIN  
1970 COPPER RIDGE CIRCLE  
ROCKWALL, TX 75032

WHITE ROBERT L & MARIE  
1970 SILVER VIEW LN  
ROCKWALL, TX 75032

HELMS DEBBIE B  
1975 COPPER RIDGE CIR  
ROCKWALL, TX 75032

THOMAS CLIFTON D & YASMIN P TEJANI  
THOMAS  
1975 STERLING CT  
ROCKWALL, TX 75032

WOODALL TERRY G & JENNIFER  
1982 STERLING CT  
ROCKWALL, TX 75032

AMH 2014-1 BORROWER LLC  
30601 AGOURA RD SUITE 200  
AGOURA HILLS, CA 91301

CURRENT RESIDENT  
3075 GOLDEN TR  
ROCKWALL, TX 75032

BROWN HOWARD E  
3085 DIAMOND WAY DR  
ROCKWALL, TX 75032

HUFF ARLENE R & ERIC  
3093 DIAMOND WAY DR  
ROCKWALL, TX 75032

TIMMINS TERREL P  
3109 DIAMOND WAY DR  
ROCKWALL, TX 75032

TIBBS CHRISTOPHER B &  
3125 DIAMOND WAY DR  
ROCKWALL, TX 75032

FOWLER DONALD D & MICHELLE  
3136 MARBLE FALLS LN  
ROCKWALL, TX 75032

GUZMAN GOMEZ SUSAN W &  
3141 DIAMOND WAY DR  
ROCKWALL, TX 75032

COLEMAN GREGORY D & PAMELA A  
3157 DIAMOND WAY DR  
ROCKWALL, TX 75032

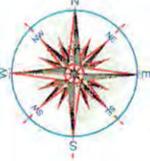
CHAPMAN JERREL & MELBA  
3173 DIAMOND WAY DR  
ROCKWALL, TX 75032

MILLER ERROL D & VICKI S  
3205 DIAMOND WAY DRIVE  
ROCKWALL, TX 75032

HALBROOK R D & MARLENE S  
3221 DIAMOND WAY DR  
ROCKWALL, TX 75032

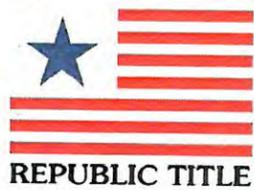
CAIN EULIN K II & ANITA J  
3237 DIAMOND WAY DR  
ROCKWALL, TX 75032

IHEARTMEDIA TOWER CO I (AM) LLC  
951 BROKEN SOUND PKWY SUITE 320  
BOCA RATON, FL 33487



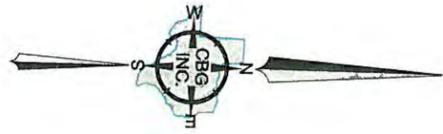
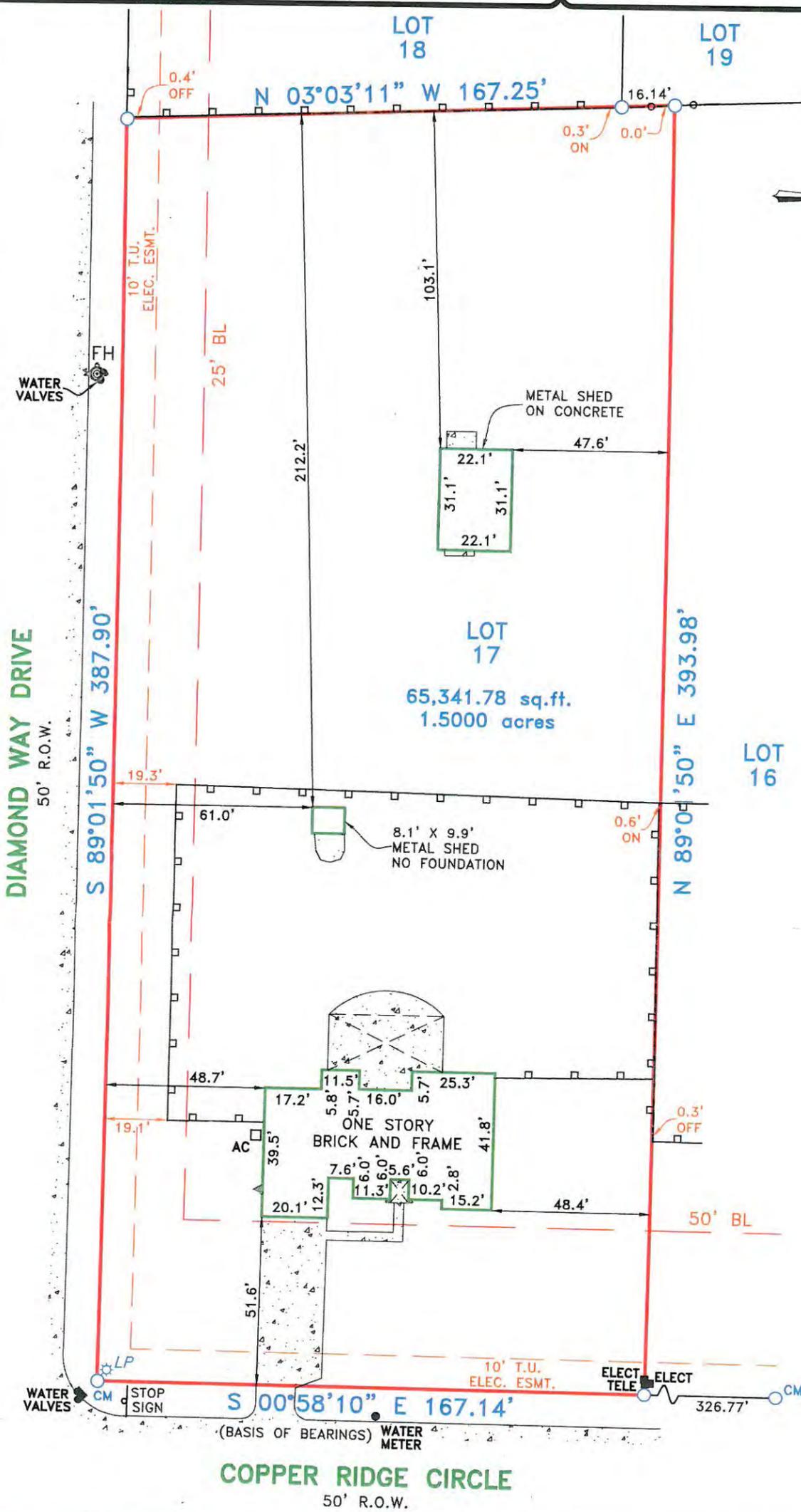
# 1970 Copper Ridge Circle

Being Lot 17, in Block B, of Sterling Farms Addition, an Addition to the City of Rockwall, Rockwall County, Texas, according to the Map thereof recorded in Cabinet C, Slide 395, of the Plat Records of Rockwall County, Texas.



### LEGEND

- 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- 1" PIPE FOUND
- ⊗ "X" FOUND/SET
- ◆ 60d NAIL FOUND
- FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- TE TRANSFORMER PAD
- BRICK COLUMN
- POWER POLE
- ▲ UNDERGROUND ELECTRIC
- △ OVERHEAD ELECTRIC
- OHP— OVERHEAD ELECTRIC POWER
- OES— OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- II— IRON FENCE
- X— BARBED WIRE
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- CONCRETE
- COVERED AREA



### EXCEPTIONS:

NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENT RECORDED IN VOL. 1250, PG. 190

EASEMENTS RECORDED IN THE FOLLOWING VOLUMES AND PAGES DO NOT AFFECT THE ABOVE DESCRIBED PROPERTY  
VOL. 46, PG. 197; VOL. 75, PG. 583;  
VOL. 113, PG. 35

Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
Purchaser  
Purchaser

### NOTES:

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48397C0045L, this property does lie in Zone X and does not lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Republic Title of Texas. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Drawn By: WTH

Scale: 1" = 40'

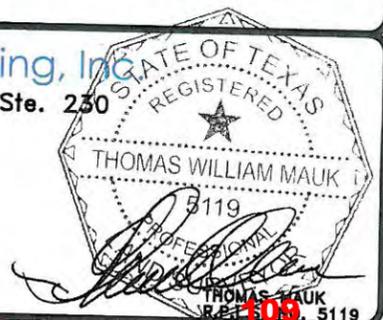
Date: 08/12/15

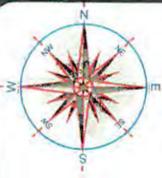
GF No.: 1015-158274-RTT

Job No. 1512318

C.B.G. Surveying, Inc.

12025 Shiloh Road, Ste. 250  
Dallas, TX 75228  
P 214.349.9485  
F 214.349.2216  
Firm No. 10168800  
[www.cbqdfw.com](http://www.cbqdfw.com)





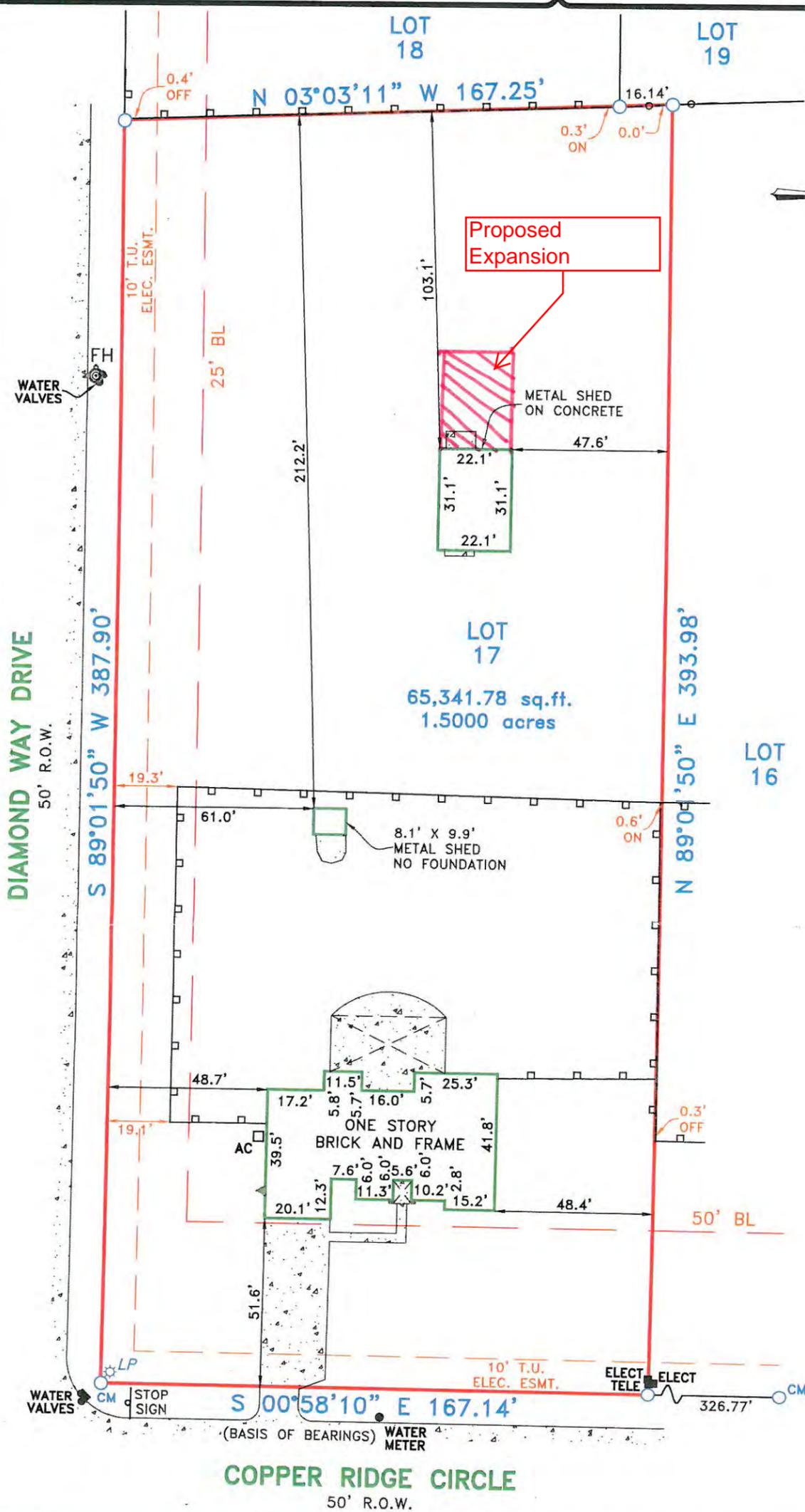
# 1970 Copper Ridge Circle

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- CONCRETE
- COVERED AREA



RECEIVED  
AUG 15 2016  
BY: \_\_\_\_\_

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VOL. 46, PG. 197; VOL. 75, PG. 583;  
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### NOTES:

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48397C0045L, this property does lie in Zone X and does not lie within the 100 year flood zone.

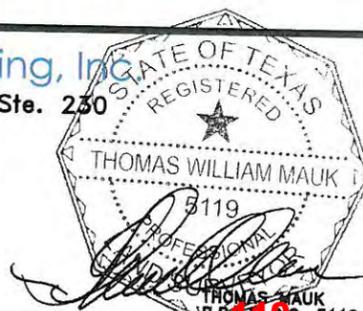
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Date: \_\_\_\_\_

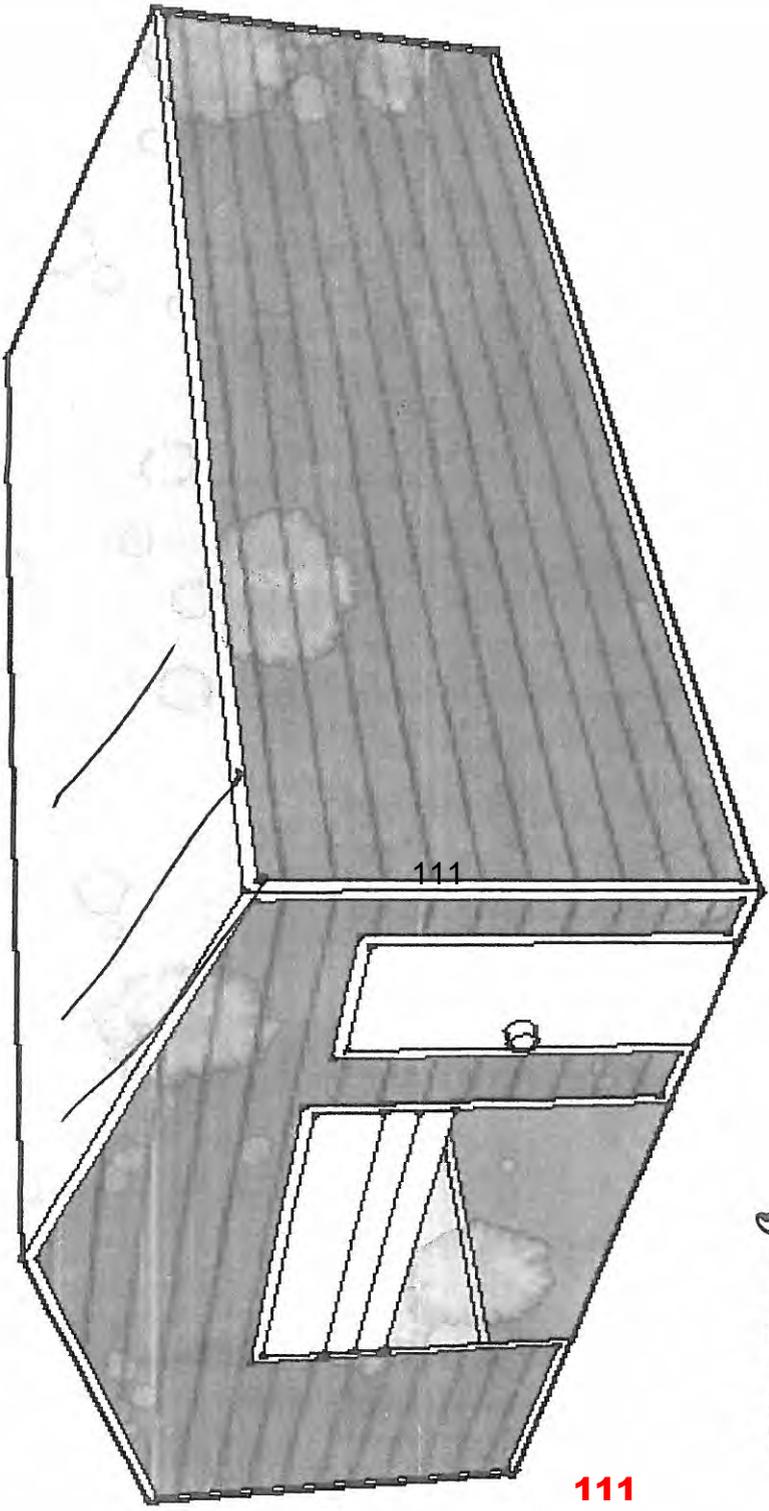
Accepted by: \_\_\_\_\_  
Purchaser  
Purchaser

Drawn By: WTH  
Scale: 1" = 40'  
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GF No.: 1015-158274-RTT  
Job No. 1512318

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Dallas, TX 75228  
P 214.349.9485  
F 214.349.2216  
Firm No. 10168800  
www.cbgsfw.com



Sheet Metal: 29 Gauge Galvanized polyester painted  
framing: 14 Gauge Galvanized  
Concrete: 4" thick with 3/8 rebar with moisture barrier  
8 to 12" footer around perimeter  
Spray Foam: standard 2lb spray foam



111

22x30x9

CITY OF ROCKWALL

ORDINANCE NO. 16-XX

SPECIFIC USE PERMIT NO. S-118

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO AMEND SPECIFIC USE PERMIT NO. S-118 [ORDINANCE NO. 14-02] TO ALLOW FOR AN ACCESSORY BUILDING THAT EXCEEDS THE MAXIMUM SIZE REQUIREMENTS ON A 1.50-ACRE PARCEL OF LAND ZONED SINGLE FAMILY ESTATE 1.5 (SFE-1.5) AND IDENTIFIED AS LOT 17, BLOCK B, STERLING FARMS ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, a request has been made by Kevin Dale Wommack and Pamela McCollum to amend Specific Use Permit No. S-118 [*Ordinance No. 14-02*] for the purpose of increasing the size of an existing accessory building situated on a 1.50-acre parcel of land, zoned Single Family Estate 1.5 (SFE-1.5) District, and being identified as Lot 17, Block B, Sterling Farms Addition, City of Rockwall, Rockwall County, Texas, addressed as 1970 Copper Ridge Circle, and being more specifically described in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code [*Ordinance No. 04-38*] and *Ordinance No. 14-02* of the City of Rockwall should be amended as follows:

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

**Section 1.** That the enactment of this Specific Use Permit (SUP) Ordinance shall supersede all requirements stipulated in *Ordinance No. 14-02*;

**Section 2.** That the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit allowing for the establishment of an accessory building that exceeds the maximum size requirements and that does not conform to the minimum masonry requirements for accessory buildings in a Single Family Estate 1.5 (SFE-1.5) District as stipulated by *Article IV, Permissible Uses*, and *Article V, District Development Standards*, of the Unified Development Code [*Ordinance No. 04-38*] on the *Subject Property*; and

**Section 3.** That the *Subject Property* shall be used only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance and as specifically set forth in *Section 3.2, Single-Family Estate (SF/E 1.5) District, of Article V, District Development Standards*, of the Unified

Development Code [*Ordinance No. 04-38*] of the City of Rockwall as heretofore amended, as amended herein by the granting of this zoning change, and as may be amended in the future, and shall be subject to the additional following conditions:

- 1) The accessory building shall generally conform to the approved site plan and building elevations depicted in *Exhibits 'A' & 'B'* of this ordinance.
- 2) The accessory building shall not exceed a maximum size of 1,364 square feet.
- 3) The accessory building is subject to administrative review in the event that the *Subject Property* is sold, conveyed or altered in any manner.

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

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

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

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

**Section 7.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 3<sup>RD</sup> DAY OF OCTOBER, 2016.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: September 19, 2016

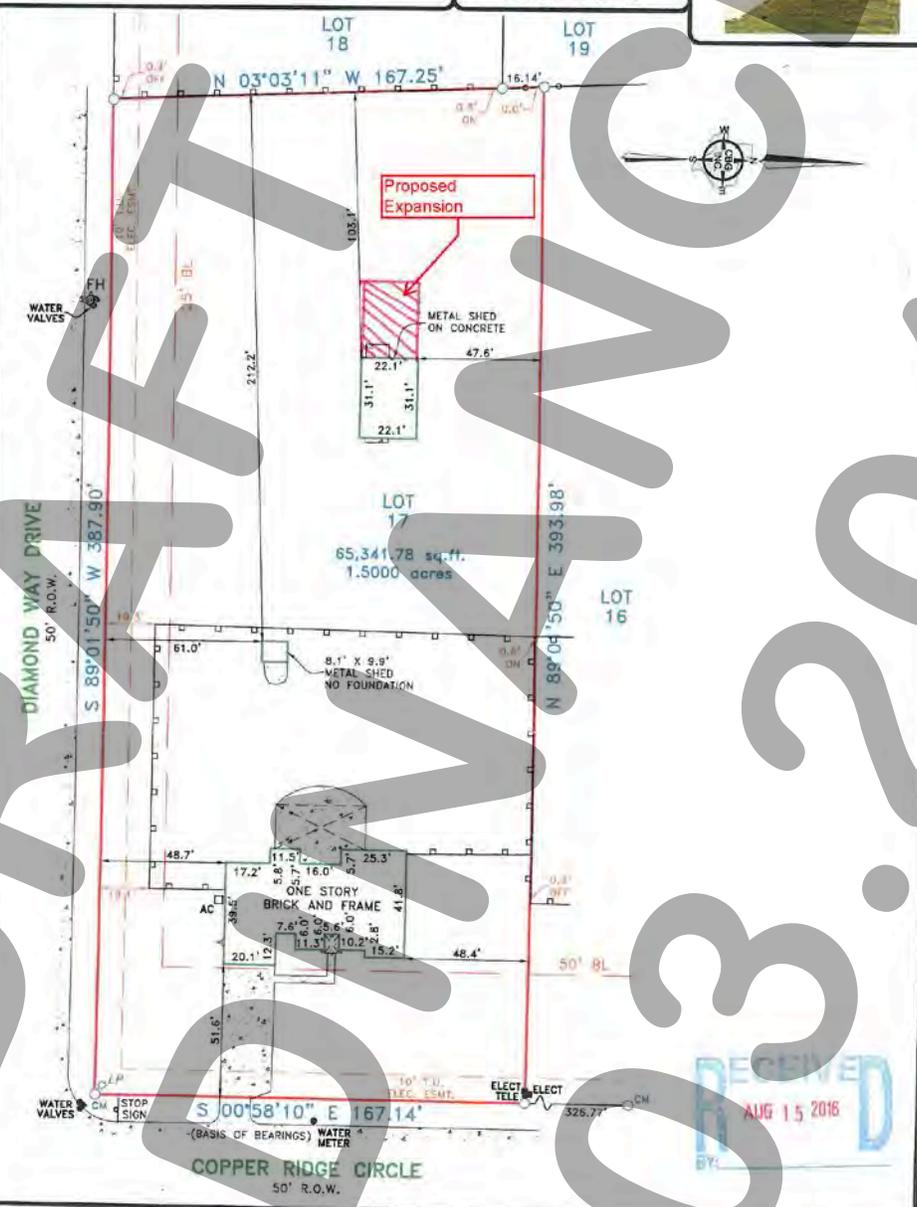
2<sup>nd</sup> Reading: October 3, 2016



**1970 Copper Ridge Circle**  
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- LEGEND**
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  - ⊗ 1/2" ROD SET
  - 1" PIPE FOUND
  - ⊗ "x" FOUND/SET
  - ⊕ 80# NAIL FOUND
  - FENCE POST FOR CORNER
  - CM CONTROLLING MONUMENT
  - AC AIR CONDITIONER
  - PE POOL EQUIPMENT
  - TE TRANSFORMER PAD
  - BRICK COLUMN
  - ⊙ POWER POLE
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  - G — EDGE OF GRAVEL
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**EXCEPTIONS:**

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 VOL. 113, PG. 35

**NOTES:**

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Date: \_\_\_\_\_ Accepted by: \_\_\_\_\_  
 Purchaser \_\_\_\_\_  
 Purchaser \_\_\_\_\_

Drawn By: WTH

Scale: 1" = 40'

Date: 08/12/15

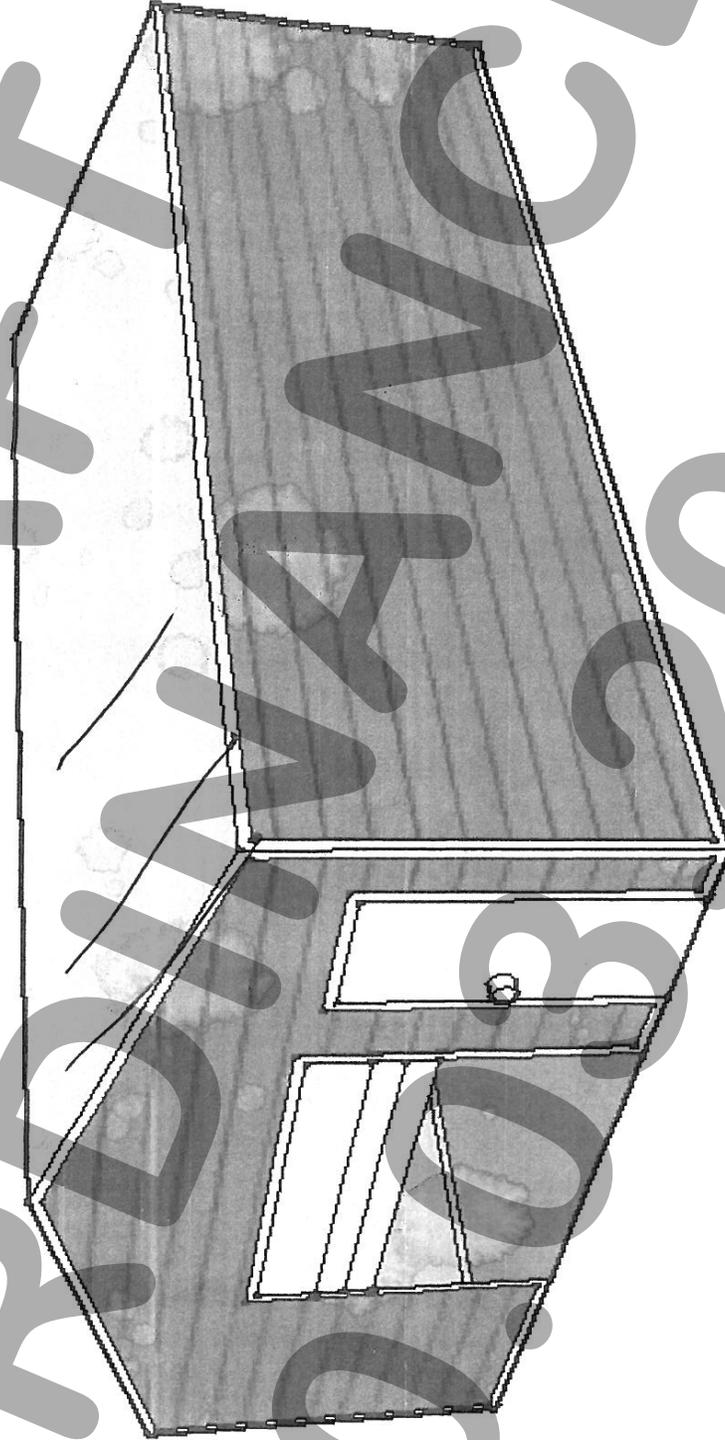
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 12025 Shiloh Road, Ste. 230  
 Dallas, TX 75228  
 P 214.349.9485  
 F 214.349.2216  
 Firm No. 10168800  
[www.cbgsurvey.com](http://www.cbgsurvey.com)

STATE OF TEXAS REGISTERED  
 THOMAS WILLIAM MAUK  
 3119  
 MAUK  
 1990  
 REG. NO. 3118

Sheet Metal: 29 Gauge Galvanized polyester painted  
framing: 14 Gauge Galvanized  
Concrete: 4" thick with 3/8 rebar with moisture barrier  
8 to 12" footer around perimeter  
Spray Foam: standard 2lb spray foam



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# CITY OF ROCKWALL, TEXAS

## MEMORANDUM

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**TO:** Mayor and City Council

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

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

**DATE:** September 19, 2016

**SUBJECT:** Z2016-025; *Harbor Urban Center Condominiums*

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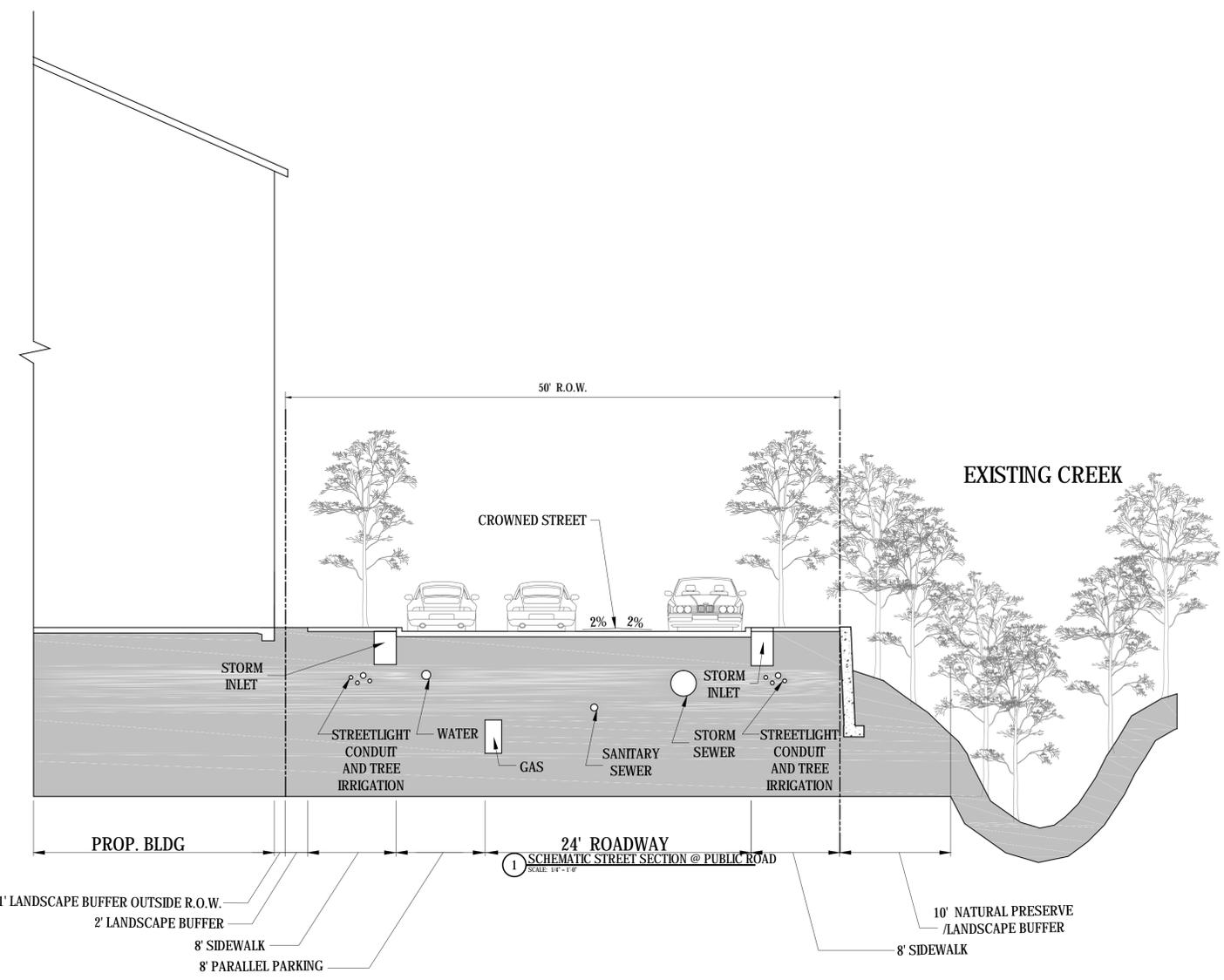
In response to the City Council's direction at the September 6, 2016 City Council meeting staff has taken the 50-foot street cross section to the Planning and Zoning Commission for a recommendation, and at the September 13, 2016 Planning and Zoning Commission meeting the Planning and Zoning Commission approved a motion to recommend approval of the applicants request by a vote of 6-0, with Chairman Renfro absent. As was discussed at the meeting on September 6, 2016, the applicant is requesting a *PD Development Plan* to change the required *Street Type 'G'* cross section contained in *Ordinance No. 10-21 (i.e. Planned Development District 32 [PD-32])*. This street cross section calls for eight (8) foot sidewalks and parkways, a 24-foot travel lane and an eight (8) foot parallel parking lane in a 60-foot right-of-way. The new cross section proposed by the applicant proposes eight (8) foot sidewalks, a two (2) foot parkway (*on the northern/western side of the roadway*), a 24-foot travel lane and an eight (8) foot parallel parking lane in a 50-foot right-of-way. The applicant has stated that the adjacent creek inhibits the ability to provide the required street cross section; however, in the applicant's opinion -- *and as was stated at the September 6, 2016 City Council meeting* -- the proposed road section meets the intent of the ordinance because the creek area will be preserved as open space, which mitigates his inability to provide a wider parkway. A *side-by-side* comparison of the two (2) roadways is included in the attached packet.

Based on questions by the Planning and Zoning Commission and the adjacent property owner at the August 30, 2016 Planning and Zoning Commission meeting, staff has reviewed the proposed alignment of the roadway and determined that it does meet the alignment depicted on the *Streetscape Plan* contained in *Ordinance No. 10-21*. It should also be pointed out that the proposed alignment does not increase/change the adjacent property owner's responsibility for completing the roadway. Considering this, it should be noted that the only issue being addressed with the proposed *PD Development Plan* is the amended cross section for *Street Type 'G'*. Staff has included a copy of the proposed concept plan for reference. As was stated previously, since this request [*i.e. a request to modify an established street cross section*] does not fall under the waivers listed in *Section 9.C, Waivers of Design Standards, of Ordinance No. 10-21*, the waiver is considered to be an amendment to Planned Development District 32 (PD-32), and in accordance with the amendment process staff has prepared a draft ordinance for the Planning and Zoning Commission and City Council's review (*see attached draft ordinance*). In addition, according to *Ordinance No. 10-21*, "(w)aiuers may only be approved by the City Council following a recommendation by the Planning and Zoning Commission ... (i)n order to approve a waiver the City Council must find that the waiver:

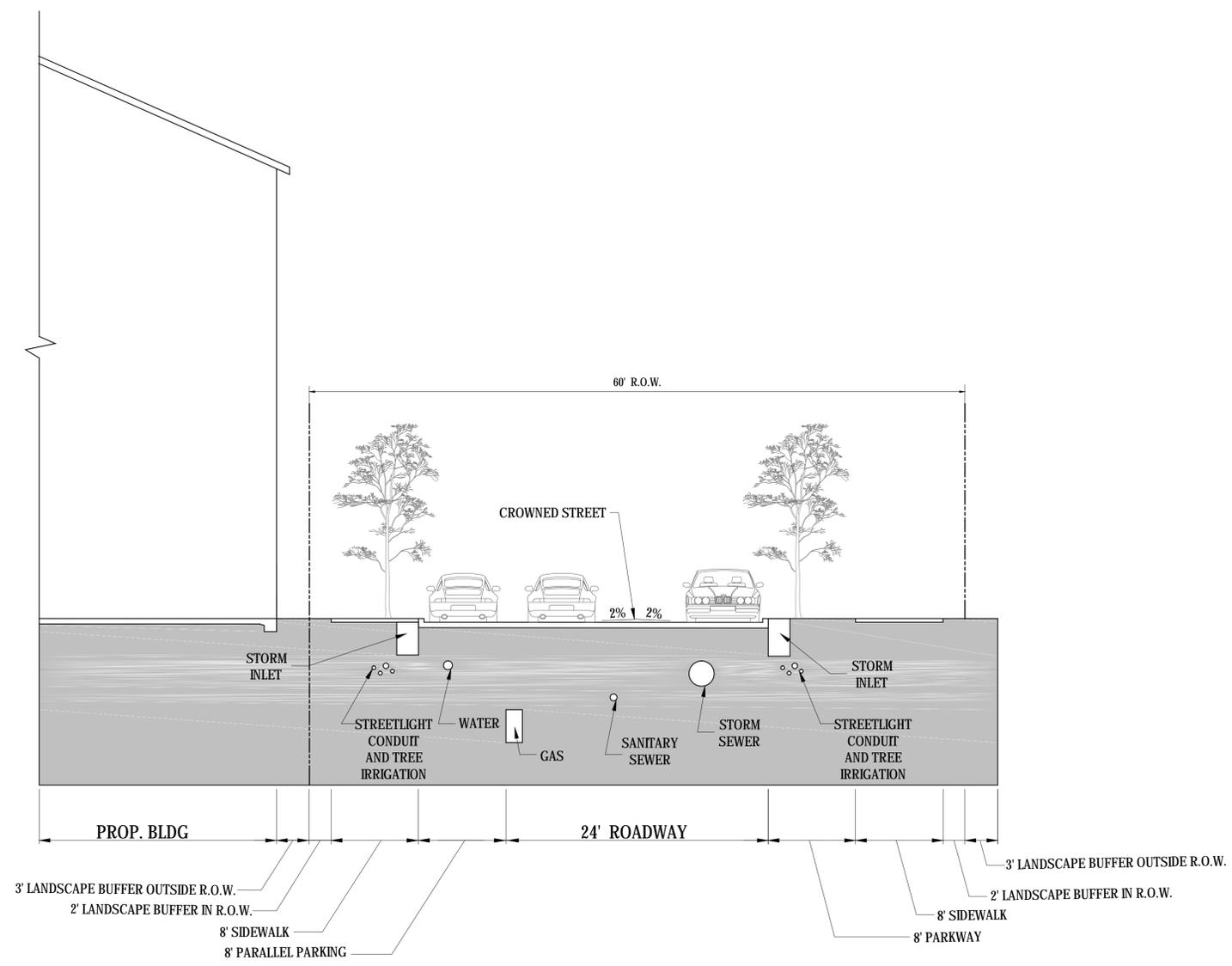
- (a) Meets the general intent of the PD District or Subdistrict in which the property is located; and,

- (b) Will result in an improved project which will be an attractive contribution to the PD District or Subdistrict; and,
- (c) Will not prevent the implementation of the intent of this PD District.”

As was stated previously, this case is a discretionary decision for the City Council.



PROPOSED STREET SECTION



PD-32 STREET TYPE G STREET SECTION



HARBOUR URBAN CENTER - PODIUM						ATTICUS REAL ESTATE
UNIT TABULATION: BLDG TYPE I, 4 OVER 2 PODIUM						2016205
						9/7/16
UNIT NAME	UNIT TYPE	NET RENTABLE	UNIT COUNT	PERCENTAGE	TOTAL RENTABLE	% BREAKDOWN
E2	EFF.	485	22	10%	10,670	10%
A1	1br/1ba	647	8	4%	5,176	57%
A2	1br/1ba	618	54	24%	33,372	
A3	1br/1ba	650	27	12%	17,550	
A4	1br/1ba	736	34	15%	25,024	
A5	1br/1ba	683	8	4%	5,464	
B2	2br/2ba	944	16	7%	15,104	33%
B3	2br/2ba	1,048	19	8%	19,912	
B4	2br/2ba	1,101	29	13%	31,929	
B5	2br/2ba	1,279	11	5%	14,069	
<b>TOTALS</b>			<b>228</b>	<b>100%</b>	<b>178,270</b>	<b>100%</b>

**UNIT AVERAGE NET SF :** 781.89

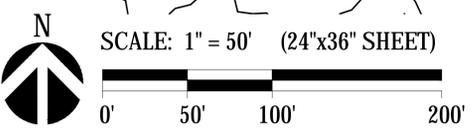
\* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

**PROJECT DATA**

HUD GROSS TOTAL UNIT AREA :	178,270 S.F.
UNIT AVERAGE NET SF :	781.89 S.F.
ACREAGE:	1.89 ACRES
DENSITY:	120.41 UNITS/ACRE

**PARKING:**

REQUIRED	365 SURFACE SPACES (1.6/UNIT)
PROVIDED	385 GARAGE SPACES
	13 SURFACE SPACES
	398 TOTAL SPACES
	1.75 SPACES/UNIT



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CITY OF ROCKWALL

ORDINANCE NO. 16-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 32 (PD-32) [ORDINANCE NO. 10-21] AND THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A DEVELOPMENT PLAN FOR A 3.453-ACRE PORTION OF A LARGER 6.915-ACRE TRACT OF LAND IDENTIFIED AS LOTS 3A, 4A & 5A, ISAAC BROWN ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request by Jason Lentz of Atticus Real Estate on behalf of Atticus Rockwall, LLC for the approval of a PD Development Plan for a 228 unit, condominium development to be situated within the *Interior Subdistrict* of Planned Development District 32 (PD-32) on a 3.453-acre portion of a larger 6.915-acre tract of land identified as Lots 3A, 4A & 5A, Isaac Brown Addition, City of Rockwall, Rockwall County, Texas, and more fully described in *Exhibit 'A'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that Planned Development District 32 (PD-32) [*Ordinance No. 10-21*] and the Unified Development Code [*Ordinance No. 04-38*] should be amended as follows:

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

**Section 1.** That Planned Development District 32 (PD-32) [*Ordinance No. 10-21*] and the Unified Development Code [*Ordinance No. 04-38*], as heretofore amended, shall be further amended by amending the *Concept Plan* approved with *Ordinance No. 10-21* and the official zoning map of the City of Rockwall so as to approve a *PD Development Plan* for the *Subject Property*; and,

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

**Section 3.** That development of the *Subject Property* shall generally be in accordance with the *Concept Building Elevations*, depicted in *Exhibit 'C'* of this ordinance, attached hereto and incorporated herein by reference as *Exhibit 'C'*, which is deemed hereby to be a condition of

approval of the amended zoning classification for the *Subject Property*, and,

**Section 4.** That the *Subject Property* shall be used only in the manner and for the purposes provided for in Planned Development District 32 (PD-32) [*Ordinance No. 10-21*], the Unified Development Code [*Ordinance No. 04-38*], and in compliance with the following conditions and requirements:

- 1) The north/south public road connecting Summer Lee Drive to the southwest corner of the subject property shall be designed and constructed in accordance with the *Street Type 'G<sub>1</sub>'* standards stipulated in *Exhibit 'D'* of this ordinance; and,
- 2) The minimum building setback adjacent to *Street Type 'G<sub>1</sub>'* shall be one (1) foot; and,
- 3) Prior to the submittal of a final plat the applicant shall submit and seek approval of a detailed site plan that demonstrates compliance with all applicable standards of Planned Development District 32 (PD-32) [*as amended*] and this ordinance, and with the guidelines contained in *Resolution No. 10-40*; and,
- 4) The building elevations submitted with the site plan will require a recommendation from the Architectural Review Board (ARB) prior to approval by the Planning and Zoning Commission (*and City Council if necessary*); and,
- 5) An open space master plan will need to be submitted with the site plan. The open space master plan will need to be reviewed by the Parks Board; and,
- 6) Prior to the issuance of a building permit, the applicant shall submit and seek approval of a final plat.

**Section 5.** The official zoning map of the City of Rockwall, Texas be corrected to reflect the changes in zoning described in this ordinance;

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

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

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

Council of the City of Rockwall, Texas;

**Section 9.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides;

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
THIS THE 19<sup>TH</sup> DAY OF SEPTEMBER, 2016.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: September 6, 2016

2<sup>nd</sup> Reading: September 19, 2016

DRAFT  
ORDINANCE  
09.13.2016

HARBOUR URBAN CENTER - PODIUM				ATTICUS REAL ESTATE			
UNIT NAME	UNIT TYPE	NET RENTABLE	UNIT COUNT	PERCENTAGE	TOTAL RENTABLE	% BREAKDOWN	
E2	EFF	485	22	10%	10,670	10%	
A1	1br/1ba	547	8	4%	5,176		
A2	1br/1ba	518	54	24%	33,372		
A3	1br/1ba	650	27	12%	17,550	51%	
A4	1br/1ba	735	34	15%	25,024		
A5	1br/1ba	853	8	4%	5,464		
B2	2br/2ba	844	15	7%	15,104		
B3	2br/2ba	1,048	19	8%	19,912	31%	
B4	2br/2ba	1,101	29	13%	31,529		
B5	2br/2ba	1,275	11	5%	14,069		
<b>TOTALS</b>			<b>228</b>	<b>100%</b>	<b>178,270</b>	<b>100%</b>	

UNIT AVERAGE NET SF: 781.89

NET AREA COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE AND SPACE IT DOES NOT INCLUDE PORCH BALCONIES AND GARAGE STORAGE.

**PROJECT DATA**

HUD GROSS TOTAL UNIT AREA: 178,270 S.F.

UNIT AVERAGE NET SF: 781.89 S.F.

ACREAGE: 1.89 ACRES

DENSITY: 120.41 UNITS/ACRE

**PARKING:**

REQUIRED: 385 SURFACE SPACES (1 SU/UNIT)

PROVIDED: 353 GARAGE SPACES

13 SURFACE SPACES

398 TOTAL SPACES

1.75 SPACES/UNIT

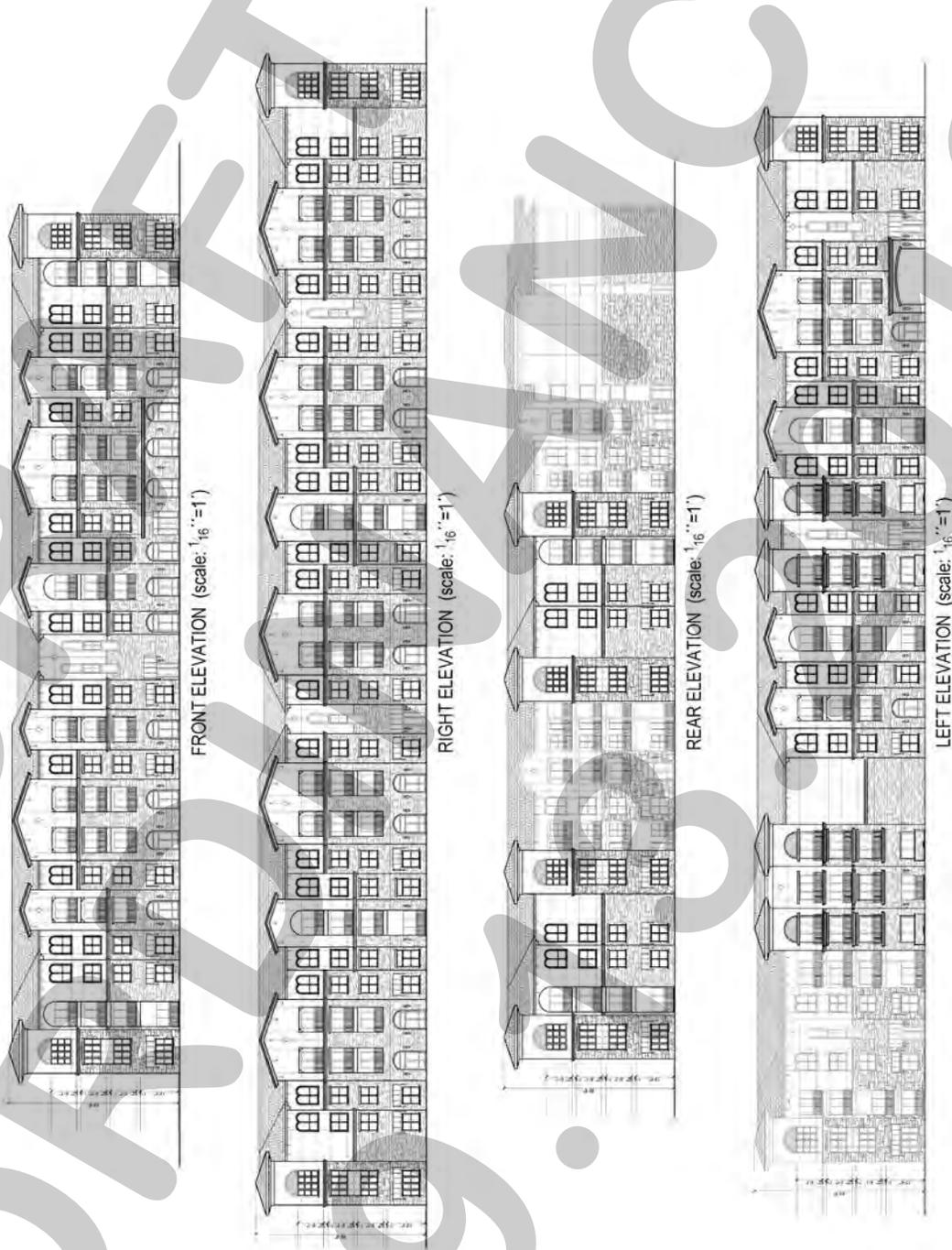


**HUMPHREYS & PARTNERS ARCHITECTS, L.P.**  
 5337 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.8836 | www.humprys.com



**ARCHITECTURAL SITEPLAN**  
 CONDOMINIUMS  
 September 1, 2019

**A202**  
 Z2016-025  
**HARBOUR URBAN CENTER**  
 Rockwall, TX  
 HPAF 16205



FRONT ELEVATION (scale: 1/16"=1')

RIGHT ELEVATION (scale: 1/16"=1')

REAR ELEVATION (scale: 1/16"=1')

LEFT ELEVATION (scale: 1/16"=1')

A412  
Z2016-025

HARBOUR URBAN CENTER  
HOUSTON, TX  
#P4M 10208

WRAP BLDG. ELEVATIONS  
August 2, 2016



HUMPHREYS & PARTNERS ARCHITECTS, L.P.  
5357 Apollo Rd., Suite 300 Dallas, TX 75247 | 972.101.1838 | www.humphreys.com

DRAFT  
13.2016  
ADVANCE



FRONT ELEVATION - SCALE: 3/32" = 1'

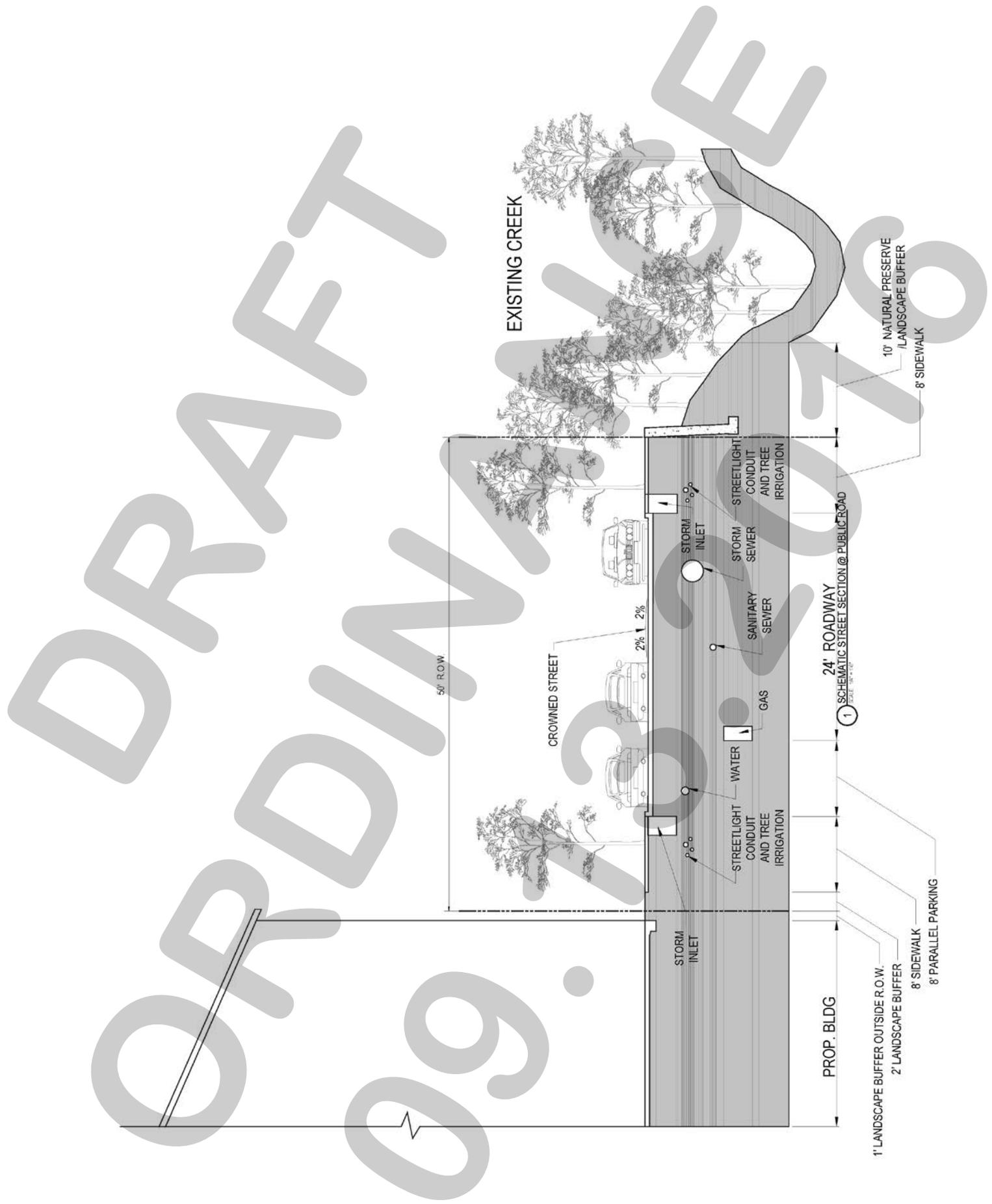
**HUMPHREYS & PARTNERS ARCHITECTS, L.P.**  
5027 Regal Way, Suite 300, Dallas, TX 75249 | 972.351.1800 | www.hampco.com



WRAP BLDG. ELEVATIONS  
July 11, 2016

**A412**  
**HARBOUR URBAN CENTER**  
Rockwall, TX  
HPM 16206

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EXISTING CREEK

50' R.O.W.

CROWNED STREET

2%

2%

24' ROADWAY

SCHEMATIC STREET SECTION @ PUBLIC ROAD

SCALE 1/8" = 1'-0"

10' NATURAL PRESERVE /LANDSCAPE BUFFER

8' SIDEWALK

PROP. BLDG

1' LANDSCAPE BUFFER OUTSIDE R.O.W.

2' LANDSCAPE BUFFER

8' SIDEWALK

8' PARALLEL PARKING

STORM INLET

STREETLIGHT CONDUIT AND TREE IRRIGATION

WATER

GAS

SANITARY SEWER

STORM SEWER

STREETLIGHT CONDUIT AND TREE IRRIGATION

STORM INLET

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# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 09/19/2016

**APPLICANT:** Susan Gamez

**AGENDA ITEM:** **Z2016-028**; *2001 Ridge Road (AG to RO)*

---

## **SUMMARY:**

Hold a public hearing to discuss and consider a request by Susan Gamez for the approval of a zoning change from an Agricultural (AG) District to Residential Office (RO) District on a 0.478-acre tract of land identified as Tract 7 of the D. Atkins Survey, Abstract No. 1, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the Scenic Overlay (SOV) District, addressed as 2001 Ridge Road, and take any action necessary.

## **BACKGROUND INFORMATION AND PURPOSE:**

The subject property is a 0.478-acre tract of land identified as 2001 Ridge Road, which is accessible off Ridge Road via Old County Road. The subject property was annexed into the City on September 26, 1960 by *Case No. A1960-004 (Ordinance No. 60-04)*, and was zoned Agricultural (AG) District. Currently, an existing single family home is situated on the subject property. The applicant is requesting to change the zoning of the subject property from an Agricultural (AG) District to a Residential Office (RO) District for the purpose of converting the existing single family home into a commercial business to accommodate a massage therapist office (*i.e. Everybody Massage*).

## **ADJACENT LAND USES AND ACCESS:**

The land uses adjacent to the subject property are as follows:

**North:** Directly north of the subject property are two (2) tracts of land zoned Agricultural (AG) District. The northern most parcel (*i.e. 2005 Ridge Road*) is currently occupied with a single family home. Beyond these parcels is the Spring Sports Complex owned by the Rockwall Independent School District (RISD) and is zoned Single Family 7 (SF-7) District.

**South:** Directly south of the subject property is a parcel of land (*i.e. 2135 Ridge Road*) zoned Commercial (C) District. This property is occupied by a multi-tenant retail/office building identified as Yellow Jacket Plaza. Beyond this property is the intersection of Ridge Road and W. Yellow Jacket Lane.

**East:** Directly east of the subject property is the parking areas for the Spring Sports Complex, which are zoned Commercial (C) District. Beyond this is W. Yellow Jacket Road, which is identified as a M4D (*i.e. minor collector, four [4] lane, divided roadway*) according to the City's Master Thoroughfare Plan. West of this thoroughfare is the parking area for Rockwall High School.

**West:** Directly west of the subject property is Old County Road and additional parking areas for Yellow Jacket Plaza, which are situated on a vacant 9.24-acre tract of land. The property is zoned Commercial (C) District.

**UNIFIED DEVELOPMENT CODE:**

According to the purpose statements stipulated in Section 4.2, *Residential Office (RO) District*, of Article V, *District Development Standards*, of the Unified Development Code (UDC), the Residential Office (RO) District is for "...low intensity office development providing professional, medical and other office services..." and to allow existing residential houses to be "...converted from single-family and two-family residences to low-intensity office uses in order to extend the economic life of these structures...". The following is a summary of the minimum development standards for a property within a Residential Office (RO) District:

<i>Ordinance Provisions</i>	<i>Zoning District Standards</i>
<i>Minimum Lot Area</i>	<i>6,000 SF</i>
<i>Minimum Lot Width</i>	<i>60-Feet</i>
<i>Minimum Lot Depth</i>	<i>100-Feet</i>
<i>Minimum Front Yard Setback</i>	<i>25-Feet</i>
<i>Minimum Rear Yard Setback</i>	<i>30-Feet</i>
<i>Minimum Side Yard Setback</i>	<i>10-Feet</i>
<i>Minimum Side Yard Setback Adjacent to Residential</i>	<i>20-Feet</i>
<i>Maximum Height</i>	<i>36-Feet</i>
<i>Max Lot Coverage</i>	<i>40%</i>
<i>Minimum Masonry Requirement</i>	<i>90%</i>
<i>Floor Area Ratio</i>	<i>0.33</i>
<i>Minimum Landscaping Percentage</i>	<i>20%</i>
<i>Maximum Impervious Coverage</i>	<i>85-90%</i>

**CONFORMANCE WITH THE COMPREHENSIVE PLAN:**

The Future Land Use Map, adopted with the Comprehensive Plan, designates the subject property for *Medium Density Residential* land uses. Should the City Council approve the applicant's request, staff has included a condition of approval that would amend the Future Land Use Map to reflect the proposed change in land use from a *Medium Density Residential* designation to a *Commercial* designation.

**STAFF ANALYSIS:**

When looking at the applicant's request (*i.e. to convert an existing single family home to a commercial business*), the Residential Office (RO) District has been successfully used in similar circumstances (*e.g. Planned Development Districts 50, 53 & 69*). This may also be an appropriate transition of uses from the residential adjacency north of the subject property to the commercial adjacency south of the subject property. For the City Council's reference staff has included in the attached packet a list of uses permitted within the Residential-Office (RO) District, as well as the district's purpose statements outlined in Section 4.2, *Residential Office (RO) District*, of Article V, *District Development Standards*, of the UDC. With this being said, zoning changes are discretionary decisions for the City Council.

**NOTIFICATION:**

On August 19, 2016, staff mailed 13 notices to property owners and residents within 500-feet of the subject property. Staff also sent a notice to the Turtle Cove and Waterstone Homeowner's Associations (HOA), which are the only HOA's located within 1,500 feet of the subject property. Additionally, staff posted a sign along Ridge Road, which is the closest major roadway adjacent to the subject property as required by the Unified Development Code (UDC). At the time this case memo was drafted staff had not received any notices.

**RECOMMENDATIONS:**

If the City Council chooses to approve the applicant's request to change the zoning of the subject property from an Agricultural (AG) District to a Residential Office (RO) District then staff would propose the following conditions of approval:

- 1) By approving this zoning change, the City Council will effectively be approving changes to the Comprehensive Plan and Future Land Use Map. Specifically, this will change the designation of the subject property from a Medium Density Residential designation to a Commercial designation; and,
- 2) Any construction resulting from the approval of this *zoning change* shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

**PLANNING AND ZONING COMMISSION:**

It should be noted that the original request considered by the Planning and Zoning Commission was to change the subject property from an Agricultural (AG) District to a Commercial (C) District; however, after holding the public hearing on September 13, 2016 and discussing the request with the applicant, the Planning and Zoning Commission approved a motion to recommend the Residential Office (RO) District to the City Council. This motion passed by a vote of 6-0, with Chairman Renfro absent. The applicant stated at the meeting and conveyed to staff after the meeting that she agrees with the Planning and Zoning Commission's assessment of the case and would like to proceed with a request for a Residential Office (RO) District. Since the Residential Office (RO) District designation is more restrictive than the Commercial (C) District designation, staff has amended the case memo and ordinance to reflect the request.

## City of Rockwall Project Plan Review History



<b>Project Number</b> Z2016-028	<b>Owner</b> SUSAN GAMEZ	<b>Applied</b> 8/15/2016 LM
<b>Project Name</b> Zoning Change (AG to C)	<b>Applicant</b> SUSAN GAMEZ	<b>Approved</b>
<b>Type</b> ZONING		<b>Closed</b>
<b>Subtype</b> REZONE		<b>Expired</b>
<b>Status</b> STAFF REVIEW		<b>Status</b> 8/16/2016 LM

<b>Site Address</b> 2001 RIDGE RD	<b>City, State Zip</b> ROCKWALL, TX 75087	<b>Zoning</b>
--------------------------------------	--	---------------

<b>Subdivision</b> YELLOW JACKET ADDITION	<b>Tract</b> 7	<b>Block</b> NULL	<b>Lot No</b> 7	<b>Parcel No</b> 0001-0000-0007-00-OR	<b>General Plan</b>
--	-------------------	----------------------	--------------------	--	---------------------

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
BUILDING	John Shannon	8/17/2016	8/24/2016	8/17/2016		APPROVED	
ENGINEERING (8/19/2016 1:15 PM AW) Must meet all engineering requirements	Amy Williams	8/15/2016	8/22/2016	8/23/2016	8	APPROVED	See Conditions
FIRE	Ariana Hargrove	8/15/2016	8/22/2016	8/17/2016	2	APPROVED	
PLANNING Z2016-028 2001 Ridge Road (AG to C): Please address the following comments (M= Mandatory Comments; I = Informational Comments)	Ryan Miller	8/15/2016	8/22/2016	8/23/2016	8	APPROVED	See Conditions

I.1 This is a request for the approval of a zoning change from Agricultural (AG) District to Commercial (C) District on a 0.478-acre tract of land identified as Tract 7 of the D. Atkins Survey, Abstract No. 1, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the Scenic Overlay (SOV) District, and addressed as 2001 Ridge Road.

I.2 For questions or comments concerning this case, please contact Ryan Miller in the Planning Department at (972) 772-6441 or email [rcmiller@rockwall.com](mailto:rcmiller@rockwall.com).

M.3 For reference, include the case number (Z2016-028) in the lower right hand corner of all pages on future submittals.

I.4 The Future Land Use Map contained within the City's Comprehensive Plan indicates that the subject property is designated as Medium Density Residential. The proposed zoning does not conform to this designation and will require the City Council to amend the Future Land Use Map to reflect a Commercial designation.

I.5 Based on the submission City Staff would recommend that a less intense zoning (e.g. Residential Office [RO] District) be permitted on the subject property should the Planning and Zoning Commission and City Council choose to approve the request.

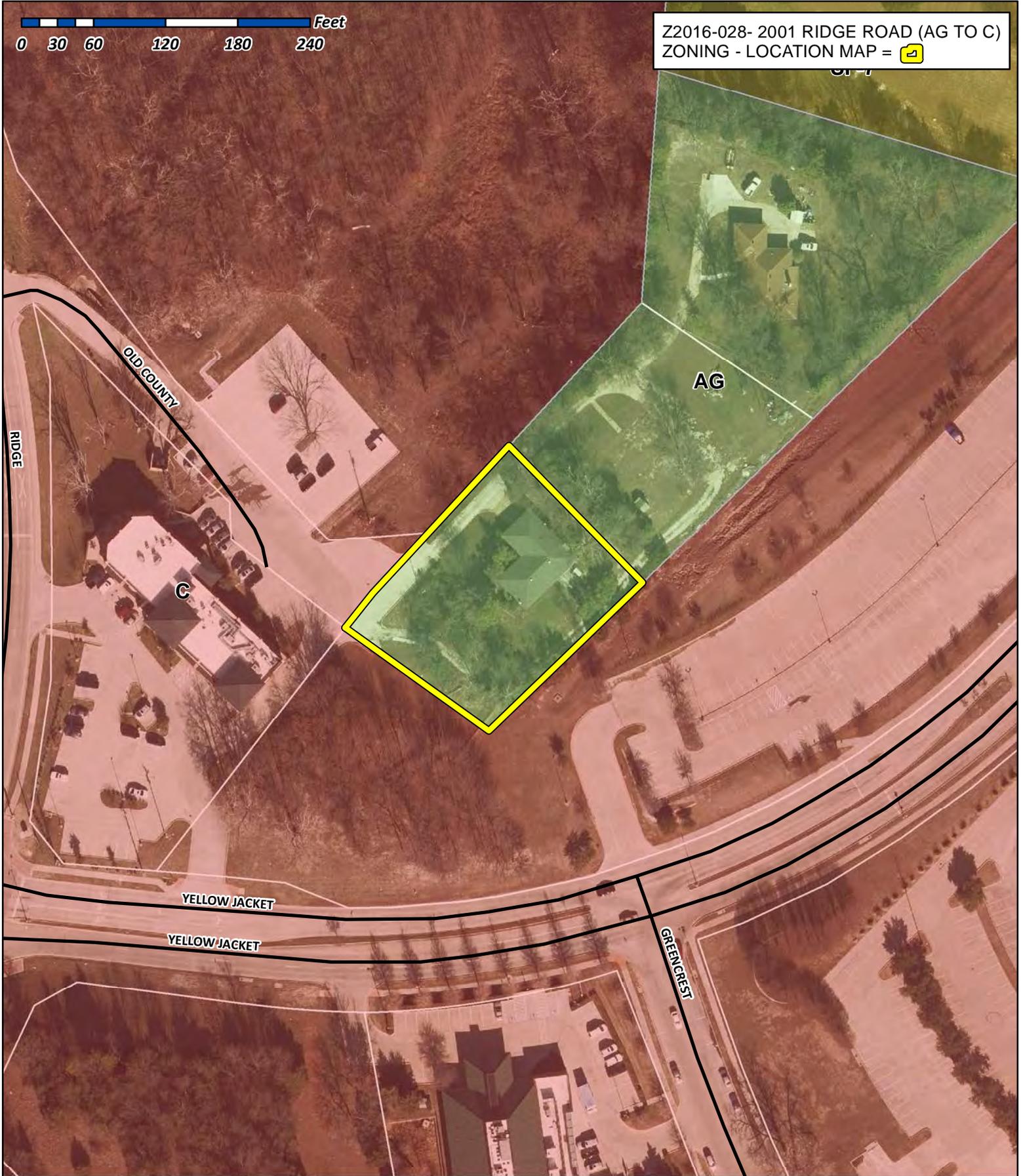
I.6 Please review the attached Draft Ordinance prior to the Planning & Zoning Meeting on September 13, 2016.

I.7 Staff has identified the aforementioned items necessary to continue the submittal process. Please make these revisions and corrections, and provide any additional information that is requested. Revisions for this case will be due on September 7, 2016; however, it is encouraged for applicants to submit revisions as soon as possible to give staff ample time to review the case prior to the September 13, 2016 Planning & Zoning Meeting.

I.8 The projected City Council Meeting dates for this case are as follows: 1) First Reading, September 19, 2016 and 2) Second Reading, October 3, 2016.

0 30 60 120 180 240 Feet

Z2016-028- 2001 RIDGE ROAD (AG TO C)  
ZONING - LOCATION MAP = 



# City of Rockwall

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

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

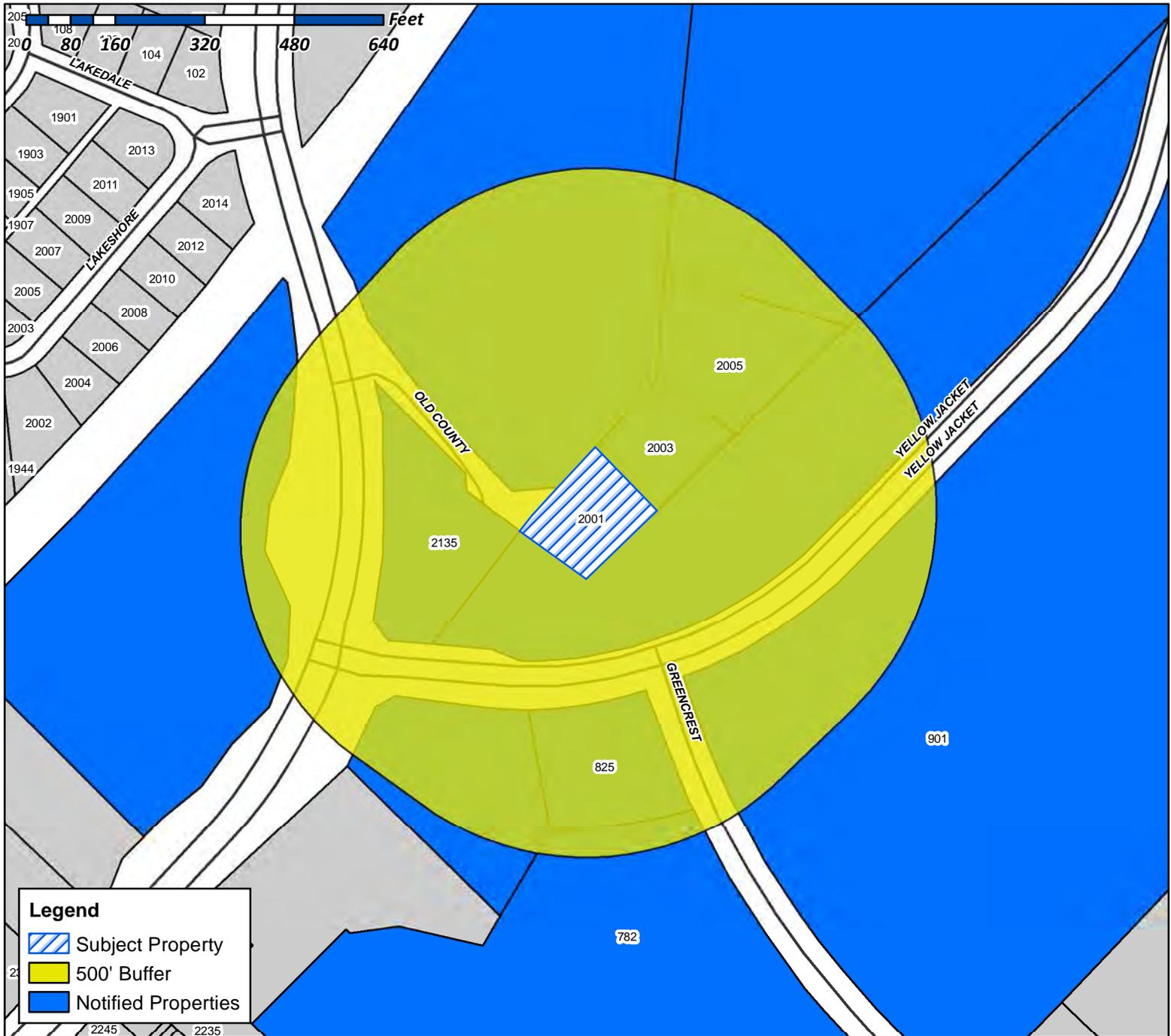




# City of Rockwall

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

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**Case Number:** Z2016-028  
**Case Name:** Zoning Change (AG to C)  
**Case Type:** Zoning  
**Zoning:** Agriculture (AG) District  
**Case Address:** 2001 Ridge Road



**Date Created:** 08/16/2016

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

UNRUH CECIL J ESTATE  
TAMARA SUE HARRIS INDEPENDENT EXECUTRIX  
17627 CEDAR CREEK CANYON  
DALLAS, TX 75252

CURRENT RESIDENT  
2001 RIDGE RD  
ROCKWALL, TX 75087

PROCK CHARLES  
2003 RIDGE RD  
ROCKWALL, TX 75087

FAHERTY FRANK  
2005 RIDGE RD  
ROCKWALL, TX 75087

CURRENT RESIDENT  
2135 RIDGE RD  
ROCKWALL, TX 75087

MOUNTAINPRIZE INC  
3225 CUMBERLAND BLVD SUITE 100  
ATLANTA, GA 30339

IN KYUNG HWAN  
512 SUNSTONE DR  
IRVING, TX 75060

SYVRUD JAMES P & MARY JEAN  
519 E INTERSTATE 30  
ROCKWALL, TX 75087

CURRENT RESIDENT  
782 I30  
ROCKWALL, TX 75087

ROCKWALL I S D  
801 E WASHINGTON ST  
ROCKWALL, TX 75087

CURRENT RESIDENT  
901 YELLOWJACKET RD  
ROCKWALL, TX 75087

ROCKWALL ASC REAL ESTATE LLC  
PO BOX 1208  
ROCKWALL, TX 75087

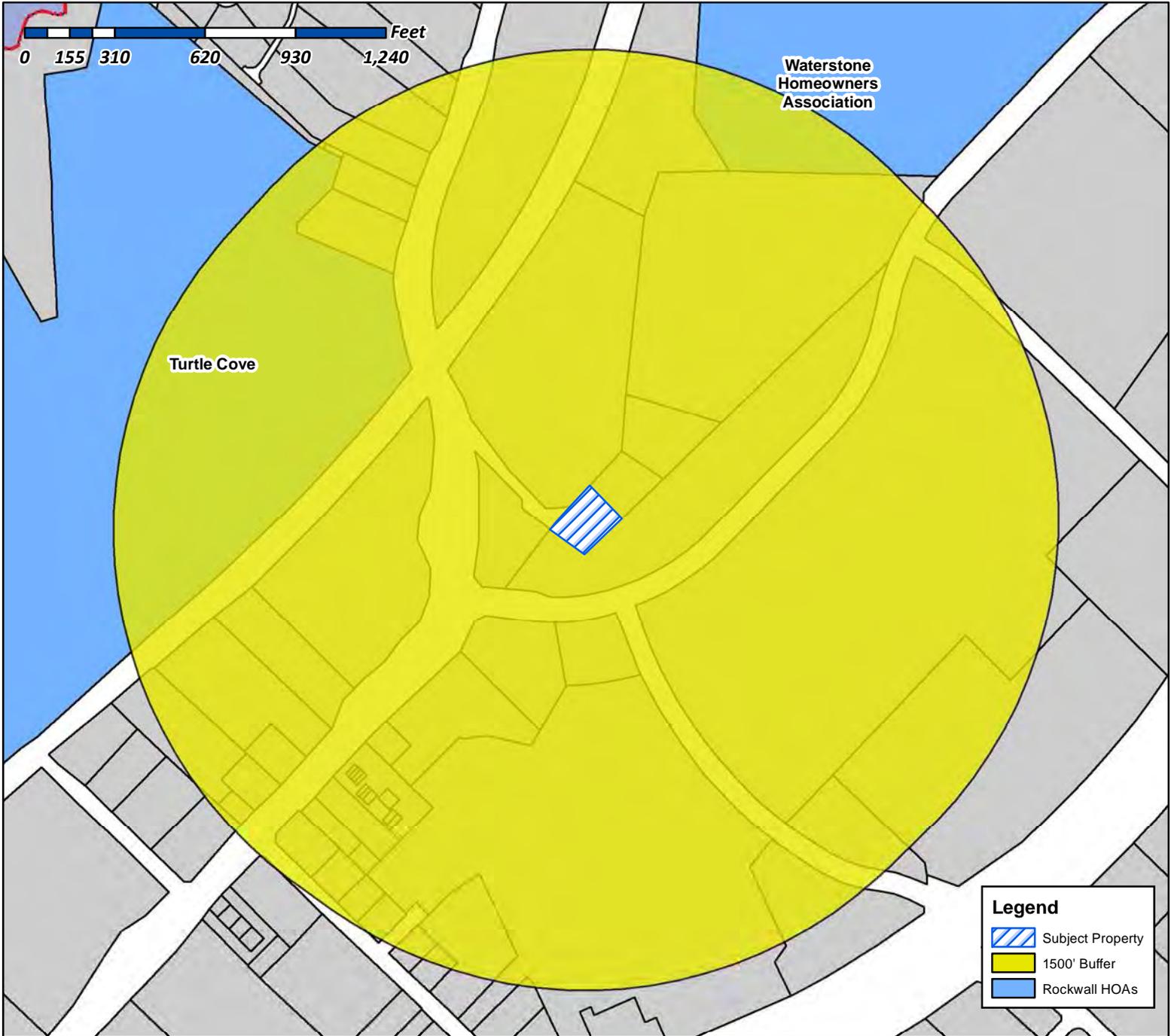
WAL-MART REAL ESTATE  
BUSINESS TRUST  
PO BOX 8050  
BENTONVILLE, AR 72712



# City of Rockwall

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

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**Case Number:** Z2016-028  
**Case Name:** Zoning Change (AG to C)  
**Case Type:** Zoning  
**Zoning:** Agriculture (AG) District  
**Case Address:** 2001 Ridge Rd

**Date Created:** 08/16/2016  
 For Questions on this Case Call (972) 771-7745



**From:** [Morales, Laura](#)  
**To:** [REDACTED]  
**Cc:** [Miller, Ryan](#); [Gonzales, David](#); [Brooks, Korey](#)  
**Subject:** Neighborhood Notification Program: Notice of zoning request  
**Date:** Thursday, August 18, 2016 1:25:13 PM

---

To whom it may concern:

Per your participation in the Neighborhood Notification Program, you are receiving this notification to inform your organization and residents of a request for a zoning change that lies within 1,500 feet of the boundaries of your neighborhood or subdivision. As the primary contact for the organization, you are encouraged to share this information with the residents of your subdivision. Please find attached a map detailing the location of the subject property requesting the zoning change in relation to your subdivision boundaries. Additionally, below is a summary of the zoning request that will also be published in the Rockwall Herald Banner on June 3, 2016. If you have any questions or comments regarding this request, the contact information for the Planning Department is listed below. Additional information can also be found at <https://sites.google.com/site/rockwallplanning/development-cases>

**Z2016-028-Hold a public hearing to discuss and consider a request by Susan Gamez for the approval of a zoning change from an Agricultural (AG) District to Commercial (C) District on a 0.478-acre tract of land identified as Tract 7 of the D. Atkins Survey, Abstract No. 1, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the Scenic Overlay (SOV) District, addressed as 2001 Ridge Road, and take any action necessary.**

If this email is reaching you in error, please forward it to your HOA or neighborhood group representative and update the contact information at <http://www.rockwall.com/planning/hoa.asp>.

Sincerely,

*Laura Morales*

Planning & Zoning Coordinator  
City of Rockwall Planning & Zoning Department  
972-771-7745 | 972-772-6438  
[Lmorales@rockwall.com](mailto:Lmorales@rockwall.com) | <http://www.rockwall.com>

BEING situated in the DANIEL ATKINS SURVEY, ABSTRACT NO. 1, Rockwell County, Texas, and being a part of that certain 2 1/2 acre tract as described in Deed to Charles Fortson of 187, as recited in Volume 51, Page 504, in the Deed Records of said county, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found in an existing gravel road at the west southeast corner of a tract as described in a Deed to Charles Fortson of 187, as recited in Volume 125, Page 187, of the Deed Records of said county;

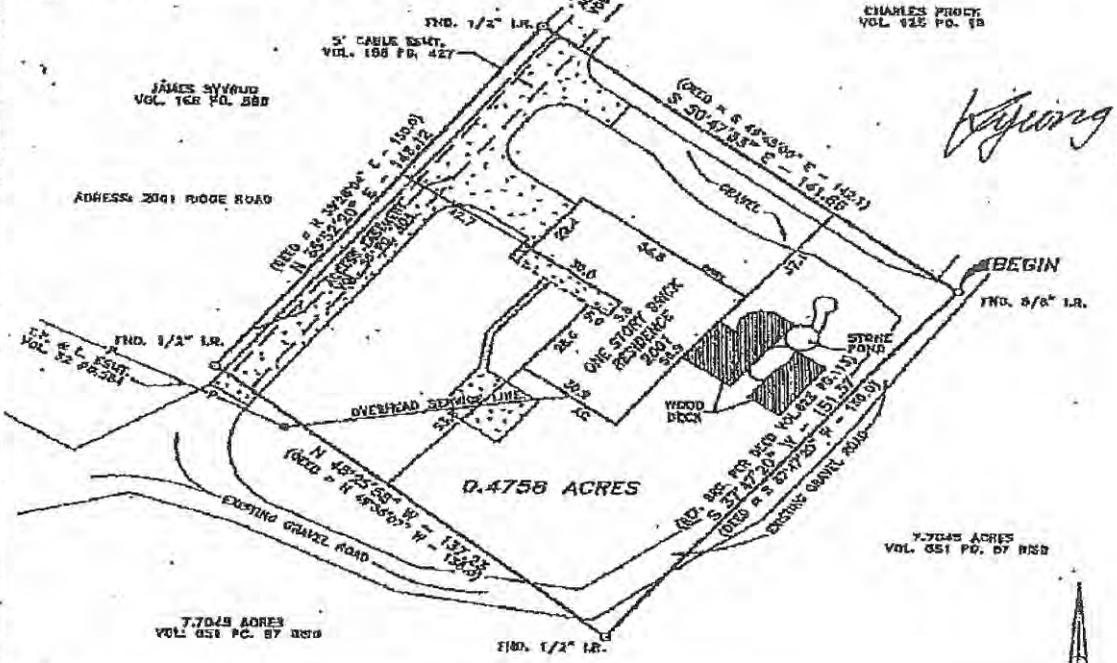
THENCE South 37° 42' 20" West along and near the centerline of an existing gravel road a distance of 151.57 ft. to a 1/2" iron rod found for corner;

THENCE North 48° 25' 58" West along and near the northward line of an existing gravel road a distance of 127.25 ft. to a 1/2" iron rod found for corner in the northwest face of said 2 1/2 acre tract;

THENCE North 35° 32' 20" East along said northward line a distance of 145.12 ft. to a 1/2" iron rod found for corner at the west western corner of said tract;

THENCE South 59° 47' 33" East along the southeast line of said tract a distance of 141.88 ft. to the PLACE OF BEGINNING and containing 0.4758 acres of land, and being the same tract as conveyed to JOHNNIE MOORE as recited in Volume 833, Page 113, of the Deed Records of Rockwell County, Texas.

*Survey approved - for T-19 DP 10-31-00*



CHARLES FORTSON VOL. 125 PG. 18

*beginning*

ADDRESS 2041 RIDGE ROAD

0.4758 ACRES

7.7045 ACRES VOL. 651 PG. 87 BND

7.7045 ACRES VOL. 651 PG. 87 BND

TRNG. 1/2" I.R.

NOTE:  
TO THE BEST OF MY KNOWLEDGE AND BELIEF THE FOLLOWING EASEMENTS DO NOT CROSS SUBJECT PROPERTY VOL. 39 PG. 224

I, JOHN E. WILSON, PROFESSIONAL SURVEYOR, being sworn to by the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the same, and that the same is a true and correct copy of the original survey as shown to me by the owner of the same, and that the same is a true and correct copy of the original survey as shown to me by the owner of the same.



JOHN E. WILSON S.P.S., No. 3863

JOHN E. WILSON  
CIVIL ENGINEER  
CIVIL ENGINEER

Analytical Surveys, Inc.

139 A PROFESSIONAL COMPANY OPERATING IN THE REAL ESTATE BUSINESS

THIS SURVEY WAS PREPARED FOR:

RANGER TITLE CO.

USE OF THE SURVEY BY ANY OTHER PARTY SHALL BE AT THEIR OWN RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ERRORS OR OMISSIONS FOR ANY LOSS OR DAMAGE THEREFROM.

NAME: RANGER TITLE CO.  
JOB NO.: 37018  
DATE: 2-21-97  
DWF: 313704  
DRN. BY: JOT

FILE NO. 37018  
EXPIRES: 10/31/00  
3863

139

EXHIBIT A

Being situated in the DANIEL ATKINS SURVEY, ABSTRACT No. 1, Rockwall County, Texas, and being a part of that certain 2.1 acre tract as described in a deed to Charles Parton and wife, as recorded in Volume 51, Page 504, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in an existing gravel road at the most southern corner of a tract described in a deed to Charles Prock and wife, recorded in Volume 125, Page 18, Deed Records, Rockwall County, Texas;

THENCE South 37 deg 47 min 20 sec West along and near the centerline of an existing gravel road, a distance of 151.57 feet to a 1/2 inch iron rod found for corner;

THENCE North 48 deg 25 min 58 sec West along and near the northeast line of an existing gravel road, a distance of 137.23 feet to a 1/2 inch iron rod found for corner in the northwest line of said 2.1 acre tract;

THENCE North 35 deg 52 min 20 sec East along said northwest line, a distance of 146.12 feet to a 1/2 inch iron rod found for corner at the most western corner of said Prock tract;

THENCE South 50 deg 57 min 33 sec East along the southwest line of said Prock tract, a distance of 141.86 feet to the PLACE OF BEGINNING and containing 0.4758 acres of land, and being the same tract as conveyed to Johnnie Moore as recorded in Volume 623, Page 113, Real Estate Records, Rockwall County, Texas.

Inst # 00389925

Filed for Record in: Rockwall County  
On: Dec 10, 2007 at 01:35P

## Sec. 4.2. - Residential Office (RO) District.

- A. Purpose.** The R-O District recognizes the existence of older residential areas of the city where larger houses have been or can be converted from single-family and two-family residences to low-intensity office uses in order to extend the economic life of these structures and allow the owners to justify the expenditures for repairs and modernization. The intent of this district is to allow for low intensity office development providing professional, medical and other office services to residents in adjacent neighborhoods. R-O districts shall have principle access to major or secondary thoroughfares and may serve as an area of transition between residential and high-intensity nonresidential uses or busy arterial thoroughfares
- B. Permitted uses.** In general, low intensity office development providing professional, medical and other office services to residents in adjacent neighborhoods, may be allowed. However, no building or land may be used, unless in accordance with the use tables and requirements in article IV, Permissible Uses.
- C. Development standards.**
1. Minimum lot area: 6,000 square feet.
  2. Maximum lot area: 43,560 square feet.
  3. Minimum lot frontage on a public street: 60 feet.
  4. Minimum lot depth: 100 feet.
  5. Minimum depth of front yard setback: 25 feet (from future right-of-way as shown on the adopted thoroughfare plan or as actually exists, whichever is greater) in those instances where an existing structure is converted into an office use.
  6. Minimum width of side yard setback: ten feet, except if the adjacent property is predominantly residentially zoned or residentially used, in which case the setback shall be 20 feet.

(Ord. No. 06-14, 4-17-2006)

7. Minimum depth of rear yard setback: 30 feet.
8. Minimum distance between detached buildings on the same lot or parcel of land:
  - a. Without fire retardant wall: 15 feet.
  - b. With fire retardant wall: zero feet.
9. Minimum requirement for construction materials. For existing structures, no change to exterior walls shall be required. For new structures, each exterior wall shall consist of 90 percent masonry material excluding doors and windows.
10. Maximum building coverage as a percentage of lot area: 40 percent.
11. Maximum floor-area ratio (FAR): 0.33 FAR.
12. Maximum amount of impervious coverage as a percentage of lot area: 75 to 80 percent.
13. Minimum amount of landscaped areas: all development shall comply with article VIII, section 5.12, Required Landscaping.

Amenity open space: seven percent of the interior of the parking lot, not including the setback and buffer development standards, shall be previous land area in association with plantings.

14. Maximum building height: 36 feet.
15. Minimum number of paved off-street parking spaces required: see article VI, Parking and Loading. Off-street parking shall not be permitted in the required setback in this district.
16. Maximum number of entrances and/or exits:
  - a. Arterial streets: one per each 200 feet of street frontage per site, or as approved by the city council.
  - b. Collector streets: one per each 100 feet of street frontage per site, or as approved by the city council.
  - c. Local streets: one per each 50 feet of street frontage per site, or as approved by the city council.
17. Residential adjacency. Lots with nonresidential uses that have a side or rear contiguous or separated only by an alley, or easement or street, from any residential district must be separated from such residential district by a buffer as defined in article VIII, Landscape Standards, or as approved by the planning and zoning commission.
18. Building code. The building code may impose more restrictive development standards depending on the size, use and construction of the structures.

# Permitted Land Uses in a Residential-Office (RO) District

Date: March 17, 2014

P: Permitted by Right; S: Permitted by Specific Use Permit; A: Permitted Accessory to the Primary Use; Blank: Not Permitted; <sup>1</sup>: Additional Requirements

Rural & Animal-Related	
Agricultural Uses on Un-Platted Land	P

Residential & Lodging	
Accessory Building <sup>1</sup>	P
Bed & Breakfast Operation <sup>1</sup>	P
Convent or Monastery	P
Garage	A
Home Occupation <sup>1</sup>	P
Residential Care Facility	S
Single Family, Detached <sup>1</sup>	P
Single Family, Zero Lot Line <sup>1</sup>	P
Swimming Pool, Private	A
Tennis Court Private	S
Townhouse	P

Institutional & Community Service	
Assisted Living Facility <sup>1</sup>	P
Convalescent Care Facility/Nursing Home <sup>1</sup>	P
Day Care (7 or More Children) <sup>1</sup>	S
Group or Community Home <sup>1</sup>	P
Halfway House <sup>1</sup>	S
Library, Art Gallery or Museum (Public)	P

Office & Professional	
Office, General	P
Office Building, less than 5,000 Sq. Ft.	P
Office Building, 5,000 Sq. Ft. or more	S

Recreation, Entertainment & Amusement	
Fund Raising Events by Non-Profit, Indoor or Outdoor, Temporary <sup>1</sup>	P

Retail & Personal Services	
Astrologer, Hypnotist, or Psychic Art and Science	P
General Retail Store	S
Hair Salon, Manicurist	S
Massage Therapist	P
Museum or Art Gallery (Private)	P
Restaurant, Less than 2000 Sq. Ft., w/o Drive-Thru or Drive-in	S
Studio - Art, Photography or Music	P

Commercial & Business Services	
Shoe and Boot Repair and Sales	S

Utilities, Communications & Transportation	
Antenna, Accessory <sup>1</sup>	P
Antenna, Dish <sup>1</sup>	A
Railroad Yard or Shop	S



CITY OF ROCKWALL

ORDINANCE NO. 16-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A CHANGE IN ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO A RESIDENTIAL OFFICE (RO) DISTRICT ON A 0.478-ACRE TRACT OF LAND IDENTIFIED AS TRACT 7 OF THE D. ATKINS SURVEY, ABSTRACT NO. 1, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED IN EXHIBITS 'A', 'B', & 'C' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request by Susan Gamez for a change in zoning from an Agricultural (AG) District to a Residential Office (RO) District on a 0.478-acre tract of land identified as Tract 7 of the D. Atkins Survey, Abstract No. 1, City of Rockwall, Rockwall County, Texas and more fully described in *Exhibit 'A', 'B', & 'C'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

**Section 1.** That the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, Texas, as heretofore amended, be and the same are hereby amended by amending the zoning map of the City of Rockwall so as to change the zoning of the *Subject Property* from an Agriculture (AG) District to a Residential Office (RO) District; and

**Section 2.** That the *Subject Property* shall be used only in the manner and for the purposes provided for a *Residential Office (RO) District* in *Section 1.1, "Use of Land and Buildings,"* of *Article IV, "Permissible Uses"* and *Section 4.2, "Residential Office (RO) District,"* of *Article V, "District Development Standards,"* of the *Unified Development Code* of the City of Rockwall as heretofore amended, as amended herein by granting of this zoning change, and as maybe amended in the future;

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

**Section 4.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**Section 5.** If any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code of the City of Rockwall, Texas, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable.

**Section 6.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be and the same are hereby repealed, and all other ordinances of the City of Rockwall not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 7.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
THIS THE 3<sup>RD</sup> DAY OF OCTOBER, 2016.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: September 19, 2016

2<sup>nd</sup> Reading: October 3, 2016

*BEING* situated in the Daniel Atkins Survey, Abstract No. 1, Rockwall County, Texas, and being a part or that certain 2.1-acre tract as described in a deed to Charles Parton and wife, as recorded in Volume 51, Page 504, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

*BEGINNING* at a 5/8 inch iron rod found in an existing gravel road at the most southern corner of a tract described in a deed to Charles Prock and wife, recorded in Volume 125, Page 18, Deed Records, Rockwall County, Texas;

*THENCE* South 37 Degrees 47 Minutes 20 Seconds West along and near the centerline of an existing gravel road, a distance of 151.57-feet to a ½-inch iron rod found for corner;

*THENCE* North 48 Degrees 25 Minutes 58 Seconds West along and near the northeast line of an existing gravel road, a distance of 137.23-feet to a ½-Inch iron rod found for corner in the northwest line of said 2.1-acre tract;

*THENCE* North 35 Degrees 52 Minutes 20 Seconds East along said northwest line, a distance of 146.12-feet to a ½-inch iron rod found for corner at the most western corner of said Prock tract;

*THENCE* South 50 Degrees 57 Min 33 Seconds East along the southwest line of said Prock tract, a distance of 141.86-feet to the *PLACE OF BEGINNING* and containing 0.4758-acres of land, and being the same tract as conveyed to Johnnie Moore as recorded in Volume 623, Page 113, Real Estate Records, Rockwall County, Texas.

GENEO situated in the DANIEL ATKINS SURVEY, ABSTRACT NO. 1, Rockwell County, Texas, and being a part of that certain 2.4 acre tract as described in a deed as Charles Foyson of use, as recited in Volume 51, Page 304, in the Deed Records of said county, and being more particularly described as follows:

BEGINNING at a 3/8" iron rod found in an existing gravel road at the west-southern corner of a tract as described in a deed to Charles Foyson of use, as recited in Volume 125, Page 187, of the Deed Records of said county;

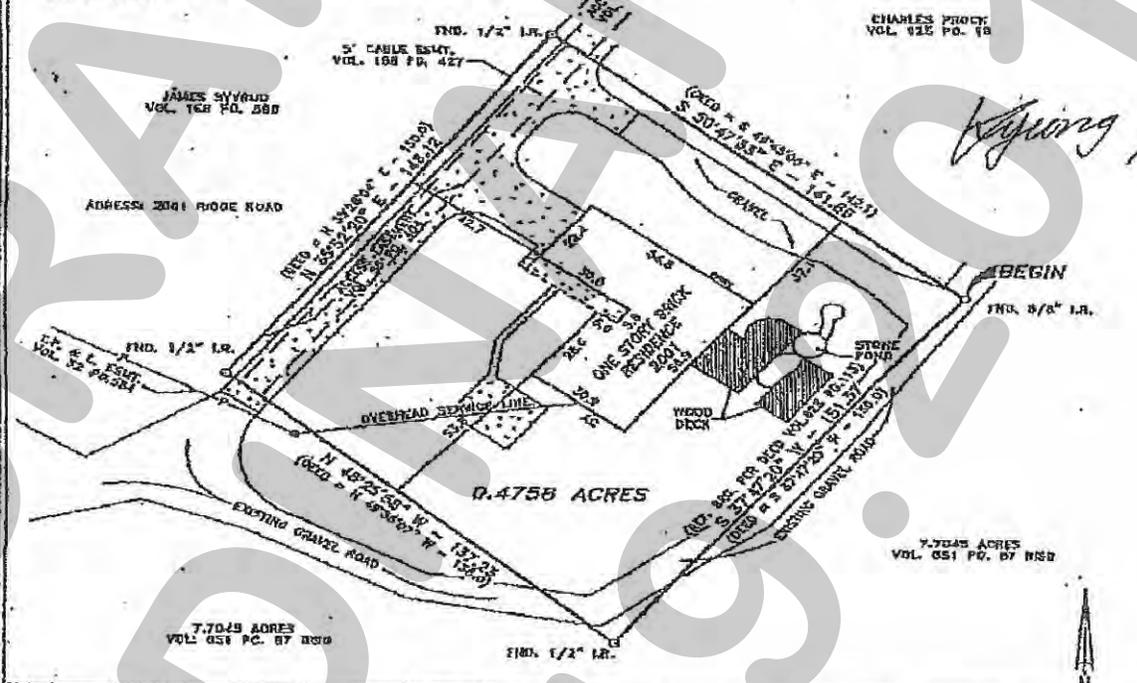
THENCE South 37° 27' 20" West along and near the center-line of an existing gravel road a distance of 157.23 ft. to a 1/2" iron rod found for corner;

THENCE North 48° 25' 58" West along and near the north-end line of an existing gravel road a distance of 127.23 ft. to a 1/2" iron rod found for corner in the northwest Eas of said 2.4 acre tract;

THENCE North 35° 02' 20" East along said partition line a distance of 146.12 ft. to a 1/2" iron rod found for corner at the most western corner of said Truck tract;

THENCE South 59° 47' 33" East along the southern line of said Truck tract a distance of 111.86 ft. to the PLACE OF BEGINNING and containing 0.4756 acres of land, and being the same tract as conveyed to JOHNNIE MOORE as recited in Volume 633, Page 113, of the Deed Records of Rockwell County, Texas.

*Survey approved - for T-19 DP 10-31-07*



NOTE: TO THE BEST OF MY KNOWLEDGE AND BELIEF THE FOLLOWING EASEMENTS DO NOT CROSS SUBJECT PROPERTY. VOL. 93 PG. 224

I, ROBERT C. WATKINS, Surveyor Professional Life Member of the State of Texas, do hereby certify that I am a duly Licensed Surveyor and that I am duly qualified to perform the duties of a Surveyor in the State of Texas. My commission expires on the 31st day of December, 2010. My office is located at 1111 North Loop West, Suite 100, Dallas, Texas 75208. My telephone number is 972-241-1111. My fax number is 972-241-1112. My e-mail address is bob@rcw-surveyors.com.

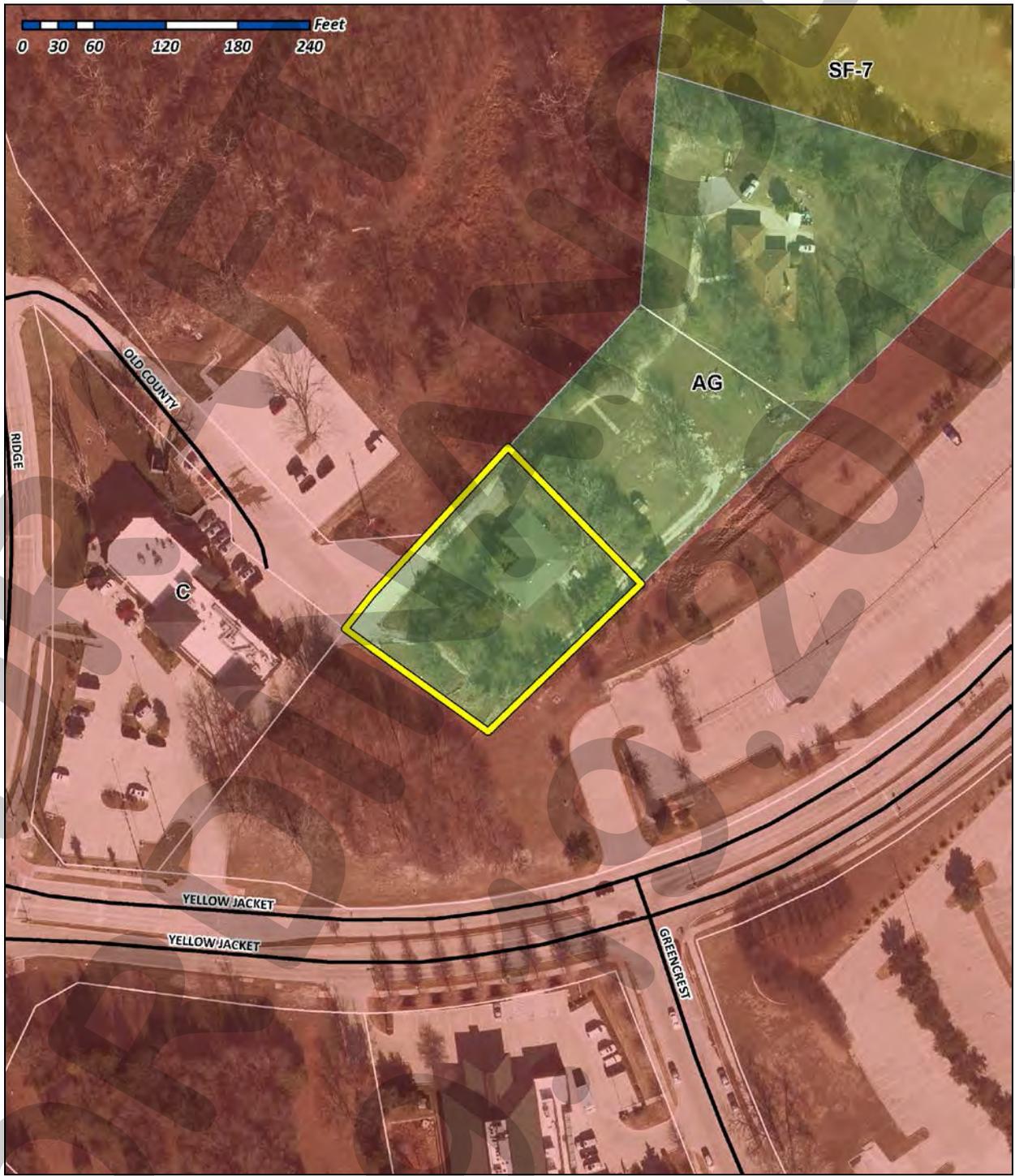


WE HEREBY WARRANT TO THE SURVEYOR THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

RANGER TITLE CO.  
USE OF THIS SURVEY BY ANY OTHER PARTY SHALL BE AT THEIR OWN RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS OR DAMAGE THEREFROM.  
NAME: TIM JOHNSON  
JOB NO.: 37815  
DATE: 8-23-07  
GFP: 313706  
DRN: BY: JDT

Professional Surveyors, Inc.  
A PROFESSIONAL CORPORATION ORGANIZED IN THE STATE OF TEXAS

R:\APPS\SURVEYS\37437015



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# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 09/19/2016

**APPLICANT:** Jimmy Strohmeyer of *Strohmeyer Architects Inc.*

**AGENDA ITEM:** **Z2016-029**; Retail Store with Gasoline Dispensers – SUP

---

## **SUMMARY:**

Hold a public hearing to discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects on behalf of D. W. Bobst of J-BR2, LLC for the approval of a Specific Use Permit (SUP) to allow a retail store with more than 2 gasoline dispensers on a 2.59-acre tract of land being a portion of a larger 7.32-acre tract of land identified as Tract 17-12 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, situated at the southwest corner of the intersection of SH-205 [*S. Goliad Street*] and FM-549, and take any action necessary.

## **BACKGROUND INFORMATION:**

The applicant is requesting the approval of a Specific Use Permit (*SUP*) to allow a retail store with more than two (2) gasoline dispensers on a 2.59-acre tract of land being a portion of a larger 7.32-acre tract of land located at the southwest corner of the intersection of SH-205 and FM-549. The property is currently zoned as General Retail (GR) District. According to the Section 1.1, *Use of Land and Buildings*, of Article IV, *Permissible Uses*, of the Unified Development Code (UDC), a retail store with more than two (2) gasoline dispensers requires a Specific Use Permit (*SUP*) in a General Retail (GR) District.

As part of the Specific Use Permit (*SUP*) submittal, the applicant has submitted a conceptual site plan indicating a 5,600 sq. ft. retail store with eight (8) fuel dispensers. *The number of fuel dispensers requested would allow for a maximum of 16 vehicles being serviced at any one time.* The site will be accessed from SH-205 and FM-549, providing two (2) points of ingress/egress. If approved, the applicant will be required to submit a site plan and replat the property.

Included in your packet is the applicant's concept plan indicating the location of the proposed site in relation to the overall boundary of the property and a more detailed concept plan indicating the proposed gas station layout. As a note, a request for an *SUP* is a discretionary decision for the Planning and Zoning Commission and the City Council.

## **NOTIFICATION:**

Staff mailed eleven (11) notices to property owners and residents within 500 feet of the subject property. Staff also notified one (1) HOA/Neighborhood Organization (*Oaks of Buffalo Way*) that is within 1,500 feet participating in the notification program. Additionally, staff posted a sign on the property as required by the Unified Development Code (*UDC*). At the time this report was drafted, staff has received four (4) notices "*opposed to*" the zoning change request.

## **RECOMMENDATIONS:**

Should the Specific Use Permit be approved, staff would offer the following conditions:

1. The development must meet all Fire Department, Building Inspections, and Engineering standards.
2. Submittal and approval of a site plan and final plat (mylars in house for filing purposes) are required prior to the issuance of a building permit.
3. The development shall be limited to a maximum of eight (8) gasoline dispensers as depicted on the Concept Site Plan.
4. No outside display of merchandise or outside storage shall be permitted on the Subject Property with the exception of the following items: ice machine, propane cage, and/or DVD rental kiosk. Outside storage or display must be approved by the Planning and Zoning Commission at the time of the site plan.
5. The City Council reserves the right to review the Specific Use Permit granted herein upon the expiration of one (1) year from the date hereof.
6. Any construction or building allowed by this request must conform to the requirements set forth by the Unified Development Code, the International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

### **PLANNING AND ZONING RECOMMENDATION:**

On September 13, 2016, the Planning and Zoning Commission's motion to approve the SUP request passed by a vote of 6 to 0 with Commissioner Renfro absent.

## City of Rockwall Project Plan Review History



<b>Project Number</b> Z2016-029	<b>Owner</b> J, BR2 LLC	<b>Applied</b> 8/15/2016 LM
<b>Project Name</b> SW Corner of SH-205 & FM-549	<b>Applicant</b> STROHMEYER ARCHITECTS	<b>Approved</b>
<b>Type</b> ZONING		<b>Closed</b>
<b>Subtype</b> SUP		<b>Expired</b>
<b>Status</b> STAFF REVIEW		<b>Status</b> 8/15/2016 LM

<b>Site Address</b> 5133 S FM549	<b>City, State Zip</b> ROCKWALL, TX 75032	<b>Zoning</b>
-------------------------------------	--	---------------

<b>Subdivision</b>	<b>Tract</b>	<b>Block</b>	<b>Lot No</b>	<b>Parcel No</b>	<b>General Plan</b>
	17-12	NULL	17-12	0080-0000-0017-12-OR	

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
BUILDING	John Shannon	8/15/2016	8/22/2016	8/17/2016	2	APPROVED	
ENGINEERING	Amy Williams	8/15/2016	8/22/2016	8/23/2016	8	APPROVED	See Conditions and attachment (8/19/2016 2:32 PM AW) All items must be addressed in site planning, engineering, and platting. Both FM 549 and SH 205 is to have a total of 120' of right-of-way so dedication may be necessary Need to show a 20' utility easement along FM 549 Need to show a 15' water line easement along H 205 Driveway onto SH 205 doesn't meet City or TXDOT spacing requirements Driveway onto FM 549 doesn't meet City or TXDOT spacing requirements (unless it is existing) Water not supplied by City of Rockwall Sanitary sewer is required which may have a pro-rata due Adhere to all fire department requirements The drainage under the canopy and from the dumpster area is required to drain to a grease trap if the building is required to have one, and if the building doesn't require one, these areas must drain to an oil/water separator prior to storm system. Traffic impact analysis is required Detention is required No deadend parking Parking to be 20'x9'
FIRE	Ariana Hargrove	8/15/2016	8/22/2016	8/17/2016	2	APPROVED	see comment (8/17/2016 2:29 PM AA) Shall comply with all fire code requirements, including fire sprinkler protection if over 5,000 sq. ft.
PLANNING	David Gonzales	8/15/2016	8/22/2016	8/18/2016	3	COMMENTS	See comments Hold a public hearing to discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects on behalf of D. W. Bobst of J-BR2, LLC for the approval of a Specific Use Permit (SUP) to allow a retail store with more than 2 gasoline dispensers on a 2.59-acre tract of land being a portion of a larger 7.32-acre tract of land identified as Tract 17-12 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, situated at the

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
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southwest corner of the intersection of SH-205 [S. Goliad Street] and FM-549, and take any action necessary.

The following staff comments are to be addressed and resubmitted no later than Tuesday, September 6, 2016. Please provide two large copies [24" X 36" FOLDED] of the Concept Plan and one PDF version for a subsequent review by staff:

- On all future plan submittals please include the Case Number (Z2016-029) in the lower right hand corner.

Planning Staff General Comments/Conditions of SUP:

1. The structure must meet all Fire Department, Building Inspections, and Engineering standards.
2. Submittal and approval of a site plan and final plat (mylars in house for filing purposes) are required prior to the issuance of a Certificate of Occupancy (CO).
3. The development shall be limited to a maximum of eight (8) gasoline dispensers as depicted on the Concept Site Plan.
4. No outside display of merchandise or outside storage shall be permitted on the subject property, with the exception of the following items (which will require approval by the Planning and Zoning Commission during the site plan phase): ice machine, propane cage, and/or DVD rental kiosk.
5. The City Council reserves the right to review the Specific Use Permit granted herein upon the expiration of one (1) year from the date hereof.
6. Any construction or building allowed by this request must conform to the requirements set forth by the Unified Development Code, the International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

You and/or your representative(s) are required to be in attendance for the following scheduled meetings. All meetings will begin at 6:00 p.m. in the City's Council Chambers.

- Please mark your calendar for the scheduled meeting dates as follows:

Planning - Work Session: August 30, 2016 (Presentation/discussion by applicant)

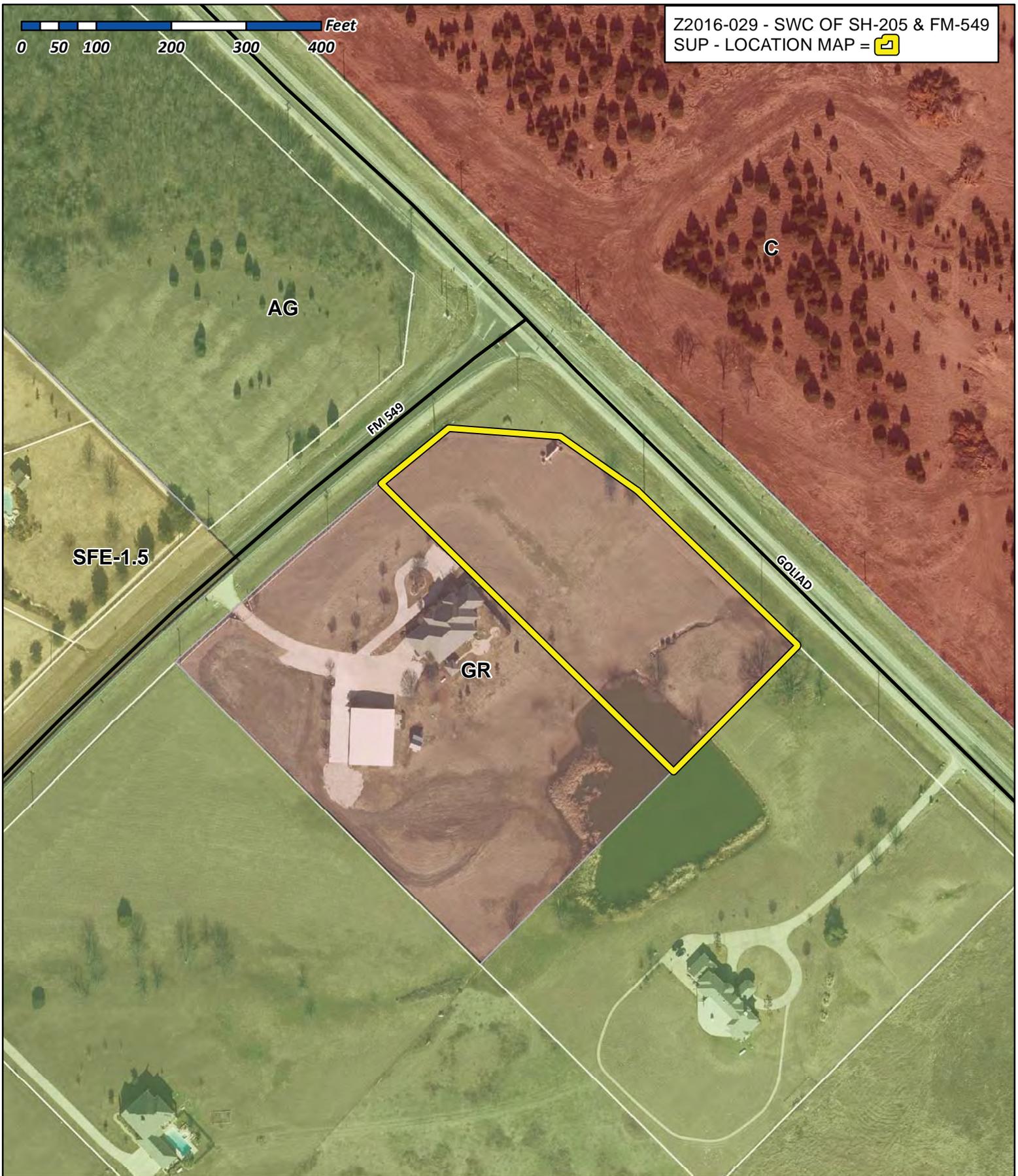
Planning - Public Hearing: September 13, 2016

City Council - Public Hearing: September 19, 2016 [First Reading of Ordinance]

City Council -2nd Reading (if approved): October 3, 2016 (Tuesday)

0 50 100 200 300 400 Feet

Z2016-029 - SWC OF SH-205 & FM-549  
SUP - LOCATION MAP = 



# City of Rockwall

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

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

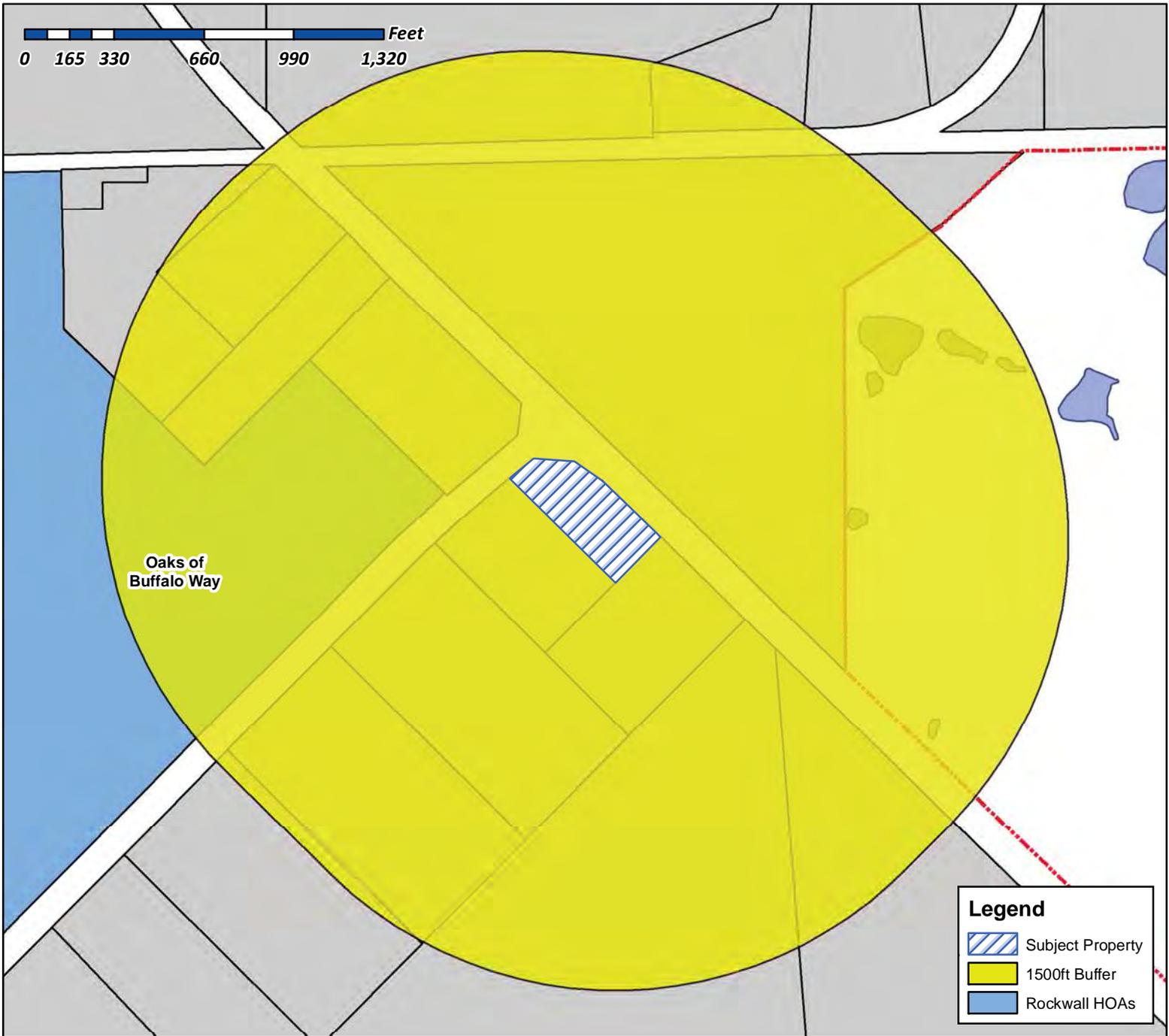




# City of Rockwall

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

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**Case Number:** Z2016-029  
**Case Name:** SW Corner of SH-205 & FM-549  
**Case Type:** Specific Use Permit  
**Zoning:** General Retail (GR) District  
**Case Address:** SW Corner of SH-205 & FM-549



**Date Created:** 08/16/2016

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

## Gonzales, David

---

**From:** Morales, Laura  
**Sent:** Thursday, August 18, 2016 1:25 PM  
**To:** 'oaksofbwpres@gmail.com'  
**Cc:** Miller, Ryan; Gonzales, David; Brooks, Korey  
**Subject:** Neighborhood Notification Program: Notice of zoning request

To whom it may concern:

Per your participation in the Neighborhood Notification Program, you are receiving this notification to inform your organization and residents of a request for a zoning change that lies within 1,500 feet of the boundaries of your neighborhood or subdivision. As the primary contact for the organization, you are encouraged to share this information with the residents of your subdivision. Please find attached a map detailing the location of the subject property requesting the zoning change in relation to your subdivision boundaries. Additionally, below is a summary of the zoning request that will also be published in the Rockwall Herald Banner on June 3, 2016. If you have any questions or comments regarding this request, the contact information for the Planning Department is listed below. Additional information can also be found at <https://sites.google.com/site/rockwallplanning/development-cases>

**Z2016-029-Hold a public hearing to discuss and consider a request by Jimmy Strohmeier of Strohmeier Architects on behalf of D. W. Bobst of J-BR2, LLC for the approval of a Specific Use Permit (SUP) to allow a retail store with more than 2 gasoline dispensers on a 2.59-acre tract of land being a portion of a larger 7.32-acre tract of land identified as Tract 17-12 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, situated at the southwest corner of the intersection of SH-205 [S. Goliad Street] and FM-549, and take any action necessary.**

If this email is reaching you in error, please forward it to your HOA or neighborhood group representative and update the contact information at <http://www.rockwall.com/planning/hoa.asp>.

Sincerely,

*Laura Morales*

Planning & Zoning Coordinator  
City of Rockwall Planning & Zoning Department  
972-771-7745 | 972-772-6438  
[Lmorales@rockwall.com](mailto:Lmorales@rockwall.com) | <http://www.rockwall.com>



# City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
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**Case Number:** Z2016-029  
**Case Name:** SW Corner of SH-205 & FM-549  
**Case Type:** Specific Use Permit  
**Zoning:** General Retail (GR) District  
**Case Address:** SW Corner of SH-205 & FM-549



**Date Created:** 08/16/2016

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

J BR2 LLC  
2701 SUNSET RIDGE DR SUITE 610  
ROCKWALL, TX 75032

ROCKWALL RETAIL INVESTORS LLC  
2701 SUNSET RIDGE DR #607  
ROCKWALL, TX 75032

HOME BOY ENTERPRISES INC  
460 LAWRENCE DR  
HEATH, TX 75032

ZEB MOHIUDIN DR &  
NASREEN ZEB  
5128 S STATE HIGHWAY 205  
ROCKWALL, TX 75032

CURRENT RESIDENT  
5133 S FM549  
ROCKWALL, TX 75032

PHILIP LIVING TRUST  
5160 BEAR CLAW LN  
ROCKWALL, TX 75032

YOUNG BRIAN E & PATTI D  
5165 BEAR CLAW LANE  
ROCKWALL, TX 75032

CURRENT RESIDENT  
5170 BEAR CLAW LN  
ROCKWALL, TX 75032

BLACKWOOD SCOTT W & GLENITA G  
5205 S FM 549  
ROCKWALL, TX 75032

THURMOND KATHRYN ESTATE  
KENN KAPP INDEPENDENT EXECUTOR  
5606 POLO RD  
COLLEGE STATION, TX 77845

ROCKWALL HIGHGATE LTD  
C/O SCOTT ASBURY  
6210 PRESTON CREEK DR  
DALLAS, TX 75240

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

Case No. Z2016-029: SUP for SW Corner of SH-205 & FM-549

Please place a check mark on the appropriate line below:

I am in favor of the request for the reasons listed below.

I am opposed to the request for the reasons listed below.

We, along with our neighbors, strongly opposed this request. Traffic along 205 & 549 already makes it difficult to leave/enter our home. A gas station next to our residence will bring undesirable and unsafe people & conditions next to our home. We strongly urge the City Council to reject this proposal.

Name: Dr. M.A. Zeb, M.D. & Nasreen Zeb M.B.B.S Thank you

Address: 5128 S Hwy 205, Rockwall, TX 75082

**Tex. Loc. Gov. Code, Sec. 211.006 (d)** If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

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

To,

whom it may concern.

Dear Sir/Madam.

This is Doss Zeb. we reside at 5128-S. Hwy 205 in Rockwall. when we bought the house, there was an understanding that everyone obeys law and watches out for all the deed restrictions. But unfortunately that's not the case here, no respect for law. How can a person, change zoning again & again and just ignore the restrictions. The latest letter we received, about bring a convenient store + a restaurant is just ridiculous. How can a family tolerate this kind of business next to their house. My neighbor would not like that for his residence nor do I believe any normal person would. The SH 205 is already congested, getting in & out of the <sup>160</sup> house would be a

nightmare, Moreover everyone knows what kind of people come at night time consuming alcohol, beer and God knows what else. How can a house be safe from this kind of traffic?

I request all planning & zoning commission & city council members to plz. consider these things & try to understand the situation from our point of view.

Thanking you  
Sincerely  
Dr. M. A. Zeb  
Dr. Nasir Zeb  
Sept. 9, 2016.

(P.S) we won't be able to attend zoning commission meeting but definitely God will be with you at city council meeting! Have a great day & God bless you all!

## Gonzales, David

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**From:** Planning  
**Sent:** Tuesday, September 13, 2016 2:33 PM  
**To:** Gonzales, David  
**Subject:** FW: Z2016-029

**From:** Sumbela Zeb [<mailto:sumbel.a.zeb@gmail.com>]  
**Sent:** Tuesday, September 13, 2016 1:56 PM  
**To:** Planning  
**Subject:** re: Z2016-029

8. Z2016-029 (David) Hold a public hearing to discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects on behalf of D. W. Bobst of J-BR2, LLC for the approval of a Specific Use Permit (SUP) to allow a retail store with more than 2 gasoline dispensers on a 2.59-acre tract of land being a portion of a larger 7.32-acre tract of land identified as Tract 17-12 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall P&Z Agenda: 09.13.2016 County, Texas, zoned General Retail (GR) District, situated at the southwest corner of the intersection of SH-205 [S. Goliad Street] and FM-549, and take any action necessary

To The Planning and Zoning Commission,

It has been brought to my attention that the Planning and Zoning Commission is considering a proposal which would allow the building of a Gasoline Station and Convenience Store next to our residence on 5128 S. S HWY 205. This is not the first time I am having to write to the Commission in order to object to a proposal for rezoning property which was meant for agricultural and residence purposes. We objected to the adjacent property on 549 being rezoned to allow a home to be turned into a business, and the Commission dismissed our and our neighbors concerns. While it was unfortunate enough having a business instead of a family next door, we are now supposed to accept a gas station next to our residence? Owners of the property within our immediate area will do well to refer back to their Property Deeds to see what they agreed to when they purchase the property, and it wasn't to build gas stations.

--

**Sumbel A. Zeb**  
(214)-551-5771 cell  
[sumbel.a.zeb@gmail.com](mailto:sumbel.a.zeb@gmail.com)  
Skype: Sumbel.Zeb



**NOTICE OF PUBLIC HEARING**  
**CITY OF ROCKWALL, PLANNING & ZONING DEPARTMENT**

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

To Whom It May Concern:

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

**Case No. Z2016-029: SUP for SW Corner of SH-205 & FM-549**

*Hold a public hearing to discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects on behalf of D. W. Bobst of J-BR2, LLC for the approval of a Specific Use Permit (SUP) to allow a retail store with more than 2 gasoline dispensers on a 2.59-acre tract of land being a portion of a larger 7.32-acre tract of land identified as Tract 17-12 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, situated at the southwest corner of the intersection of SH-205 [S. Goliad Street] and FM-549, and take any action necessary.*

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on **Tuesday, 9/13/2016 at 6:00 p.m.**, and the City Council will hold a public hearing on **Monday, 9/19/2016 at 6:00 p.m.** These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

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

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

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

Your comments must be received by **9/19/2016** to ensure they are included in the information provided to the City Council.

Sincerely,

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

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

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

**Case No. Z2016-029: SUP for SW Corner of SH-205 & FM-549**

Please place a check mark on the appropriate line below:

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

*As long as I <sup>live</sup> live at my current address, being virtually "next door" to the proposed gas station & retail store, I/we will oppose any new development of that corner tract of land, including the one ~~is~~ currently in question.*

Name: *Scott W. & Glenita Blackwood*  
Address: *5205 South FM 549, Rockwall, TX 75082*

**Tex. Loc. Gov. Code, Sec. 211.006 (d)** If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

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

## Gonzales, David

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**From:** Planning  
**Sent:** Tuesday, September 06, 2016 9:08 AM  
**To:** Gonzales, David  
**Subject:** FW: Case No. Z2016-029: 205 & 549

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**From:** Scott Asbury [<mailto:sasbury@3lrealtygroup.com>]  
**Sent:** Friday, September 02, 2016 10:51 AM  
**To:** Planning; Miller, Ryan  
**Subject:** Case No. Z2016-029: 205 & 549

David,

I am writing regarding the SW corner of 205 & 549. We own the 264 acres SW of and adjacent to the subject property. I am both in favor and opposed to the proposal. I am in favor of commercial development at this site. I believe that one day soon this will be a major commercial intersection, and in turn help support major residential development south of Interstate 30. That said, I do not believe that a freestanding gas station is the highest and best use of this property, nor would it encourage larger, more significant commercial projects in this area.

I believe that it is NOT the city councils responsibility to limit market growth, but it IS their responsibility to insure that the growth that is occurring happens in a high quality manner that allows the best benefits the entire Rockwall community and tax base.

Please provide these comments to the City Council as part of the public hear process.

Thanks you.

Sincerely,

Scott Asbury  
214-566-8699

## Gonzales, David

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**From:** Morales, Laura  
**Sent:** Tuesday, September 06, 2016 8:19 AM  
**To:** Gonzales, David  
**Subject:** FW: Zoning

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**From:** Ward Fam [<mailto:jprj@charter.net>]  
**Sent:** Saturday, September 03, 2016 12:21 PM  
**To:** Morales, Laura  
**Subject:** Zoning

Mrs. Morales,

I live in the Oak's of Buffalo Way subdivision. I was just informed that there is a meeting to discuss putting a gas station on the corner of 549 and 250. I am against this, because there is so much traffic on these two roads already. We can hardly get in and out of our subdivision now. I don't know if you have been on 205 in the mornings or after 5 in the evenings but cars are lined up for a mile or more. Sometimes in the middle of the day we have to sit at three lights before we can turn down 549 to get into our neighborhood. The traffic down these two roads are backed up due to not enough lanes to flow. A gas station here would cause accidents because we don't even have turning lanes. The lanes down at this end of 205 only have one lane on each side. When I sit at 205 coming from Lakeshore church to my neighborhood I have to turn left and there is no turning lane so the people that are behind me pass me on the shoulder doing at least 50 or 60 miles an hour and this is dangerous. The eighteen wheelers pass me doing this speed too. We have had several wrecks at this intersection. Putting a gas station here would cause more congestion and wrecks. The roads are not spread out enough for growth on this end right now. I ask that you please vote against this gas station being put on the corner. I would like to have more upscale things down 205 rather than car washes, gas stations, nail salons, and donut shops. It would be great to make 205 like a Legacy Drive with nice restaurants when the roads are widened. Maybe an upscale grocery store like Central Market again when all the roads are widened. We need upscale things here so that we as taxpayers will not have to pay the high taxes that were dumped on us this year. I wanted to retire here, but I may have to move because of the tax increases. Thank you for all your time in this matter and I appreciate you taking the time to read my email.

Pam Ward  
4920 Bear Claw Lane  
Rockwall, TX75032

CITY OF ROCKWALL

ORDINANCE NO. 16-XX

SPECIFIC USE PERMIT NO. S-1XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR A RETAIL STORE WITH MORE THAN TWO (2) GASOLINE DISPENSERS AS SPECIFIED IN ARTICLE IV, PERMISSIBLE USES, OF THE UNIFIED DEVELOPMENT CODE, FOR A 2.59-ACRE TRACT OF LAND BEING A PORTION OF A LARGER 7.32-ACRE TRACT OF LAND ZONED GENERAL RETAIL (GR) DISTRICT, AND IDENTIFIED AS TRACT 17-12 OF THE W. W. FORD SURVEY, ABSTRACT NO. 80, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT 'A'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, a request has been made by Jimmy Strohmeyer of Strohmeyer Architects, Inc. on behalf of D. W. Bobst of J-BR2, LLC for the approval of a Specific Use Permit (*SUP*) to allow a retail store with more than two (2) gasoline dispensers on a 2.59-acre tract land being a portion of a larger 7.32-acre tract of land, zoned General Retail (GR) District, and identified as Tract 17-12 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, and more specifically described in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and,

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code of the City of Rockwall should be amended as follows:

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

**SECTION 1.** That the Unified Development Code [*Ord. No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (*SUP*) allowing for a retail store with more than two (2) gasoline dispensers within a General Retail (GR) District as stipulated by Article IV, *Permissible Uses*, of the Unified Development Code [*Ord. No. 04-38*] for the *Subject Property*; and,

**SECTION 2.** That the *Subject Property* shall be developed and used only in the manner and for the purposes described in this Specific Use Permit (*SUP*) ordinance granted herein and shall be subject to the conditions set forth in **Article V, Section 4.4, General Retail (GR) District Standards of the**

**Unified Development Code [Ordinance No. 04-38]** as heretofore amended, as amended herein by granting of this Specific Use Permit (SUP), and as may be amended in the future, and shall be subject to the additional following conditions.

## **2.1 Conditions for a Certificate of Occupancy (CO)**

The following conditions pertain to the development of a retail store with more than two (2) gasoline dispensers on the *Subject Property*, and conformance to these development conditions are required for the issuance of a Certificate of Occupancy (CO):

- 1) Prior to the approval of a Building Permit, submittal of a Site Plan generally conforming to the Concept Plan in *Exhibit 'B'* of this ordinance must be approved by the Planning & Zoning Commission; and the City Council if necessary.
- 2) The development on the *Subject Property* shall generally conform to the Concept Plan as depicted in *Exhibit 'B'* of this ordinance.

## **2.2 Operational Conditions**

The following conditions pertain to the operation of a retail store with more than two (2) gasoline dispensers on the subject property, and conformance to these operational conditions are required for continued operations:

- 1) All operations on the *Subject Property* shall generally conform to the Concept Plan as depicted in *Exhibit 'B'* of this ordinance.
- 2) The development shall be limited to a maximum of eight (8) gasoline dispensers on the *Subject Property*; and,
- 3) No outside display of merchandise or outside storage shall be permitted on the *Subject Property* with the exception of the following items: ice machine, propane cage, and/or DVD rental kiosk. Outside storage or display must be approved by the Planning and Zoning Commission at the time of the site plan.
- 4) The City Council reserves the right to review the Specific Use Permit granted herein upon the expiration of one (1) year from the date hereof.

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

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

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

**Section 6.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any

other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

**Section 7.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
THIS THE 3<sup>rd</sup> DAY OF OCTOBER, 2016.**

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*Jim Pruitt, Mayor*

**ATTEST:**

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*Kristy Cole, City Secretary*

**APPROVED AS TO FORM:**

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*Frank J. Garza, City Attorney*

1st Reading: September 19, 2016

2nd Reading: October 3, 2016





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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Rick Crowley – City Manager  
**FROM:** Brad Griggs – Assistant City Manager  
**DATE:** September 13, 2016  
**SUBJECT:** Back the Blue Fundraiser Event

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We have received a request for the use of the City mobile restroom trailer to be used during a Back the Blue fundraising event to be held on Thursday, October 27. The event will be held at Wilkerson-Sanderson Stadium. The funds raised from the event will be used to support the families of first responders that are killed or severely injured in the line of duty and provide a variety of financial support to the Rockwall County first responders.

The trailer would be used for approximately a six hour period which constitutes a half day rental which is \$1200. Contingent on Council approval, the rental fee would be a unbudgeted item but it would be the City of Rockwall's contribution to the event.

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# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 09/19/2016

**APPLICANT:** Tim Seymore of *Seymore Custom Homes, LLC*

**AGENDA ITEM:** **SP2016-016**; Commercial/Industrial Facility – 496 National Drive

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**SUMMARY:**

Discuss and consider a request by Tim Seymore of Seymore Custom Homes, LLC on behalf of James & Robin Meade for the approval of an exception to the masonry requirements and a variance to the parking standards as stipulated by the Unified Development Code in conjunction with an approved site plan for a commercial/industrial building on an existing 2.02-acre commercial/industrial facility identified as Tract 2-22 of the J. R. Johnson Survey, Abstract No. 128, City of Rockwall, Rockwall County, Texas, zoned Heavy Commercial (HC) District, addressed as 496 National Drive, and take any action necessary.

**PURPOSE:**

The applicant is requesting approval of an exception to the exterior material requirements and a variance to the parking standards in conjunction with an approved site plan for the purpose of constructing a 3,600 sq. ft. building that will serve as an additional facility (*for storage purposes*) to an existing ~6,000 sq. ft. building. An amendment to the site plan is required due to the proposed building exceeding 50% of the size of the existing building. The applicant is proposing the new facility to be constructed with 100% metal panels on the exterior. This will require approval of an exception to the exterior material requirements and has been added as a condition of approval. The property is a 2.02-acre parcel of land that is zoned Heavy Commercial (HC) District and is addressed as 496 National Drive.

**DENSITY AND DIMENSIONAL REQUIREMENTS:**

The proposed storage facility is permitted by right on the subject property. The existing site has a total of 12 parking spaces and requires one (1) additional space. The applicant is requesting a variance to allow for the 12 existing spaces rather than provide an additional space due to the buildings' use as a storage facility. The applicant has stated that the owner is not expanding their existing work force, which eliminates the need for the additional parking space. This variance has also been included as a condition of approval.

Aside from the exterior material exceptions, the variance to the parking standards, and the conditions listed in the *Recommendations* section of this report, the submitted site plan and building elevations are in substantial compliance with the technical requirements contained within the Unified Development Code (UDC).

<i>Ordinance Provisions</i>	<i>Zoning District Standards</i>	<i>Conformance to the Standards</i>
<i>Minimum Lot Area</i>	<i>12,500 sq. ft.</i>	<i>2.02-Acres; In Conformance</i>
<i>Minimum Lot Frontage</i>	<i>100-Feet</i>	<i>x=350-Feet; In Conformance</i>
<i>Minimum Lot Depth</i>	<i>125-Feet</i>	<i>x=250-Feet; In Conformance</i>
<i>Minimum Front Yard Setback</i>	<i>25-Feet</i>	<i>x&gt;25-Feet; In Conformance</i>
<i>Minimum Rear Yard Setback</i>	<i>0-Feet</i>	<i>x=10-Feet; In Conformance</i>
<i>Minimum Side Yard Setback</i>	<i>0-Feet<sup>1</sup></i>	<i>x=25-Feet; In Conformance</i>
<i>Maximum Building Height</i>	<i>60-Ft w/o SUP<sup>2</sup></i>	<i>16-Feet; In Conformance</i>

Ordinance Provisions	Zoning District Standards	Conformance to the Standards
Max Building/Lot Coverage	60%	X<60%; In Conformance
Minimum Masonry Requirement	90%	100% Metal Wall Panels; <i>Exception Request</i>
Floor Area Ratio	4:1	x<4:1; In Conformance
Minimum Number of Parking Spaces	13	12 Provided; <i>Variance Requested</i>
Minimum Stone Requirement (SH205 OV)	20% ea facade	100% Metal Wall Panels; <i>Exception Request</i>
Minimum Landscaping Percentage	15%	x>15%; In Conformance
Maximum Impervious Coverage	85 to 90%	<85%; In Conformance

NOTES: 1. With fire retardant wall: zero feet plus one-half of the building height over 36 feet.  
2. Maximum building height: 240 feet. Any structure over 60 feet shall require a specific use permit.

### **EXCEPTION AND VARIANCE REQUESTS:**

The applicant is requesting exceptions and a variance to the Unified Development Code (UDC) for the sections outlined below. As a note, an exception request to the UDC requires passage of a simple majority vote of those City Council members present. The code reads as follows:

**Exterior walls.** *Each exterior wall shall consist of 90 percent masonry materials as defined in article XIII...on walls which are visible from a public street or open space, including a minimum of 20 percent stone.*

*All buildings shall have exterior walls constructed of stone, brick, glass block, tile, cast metal, cast or cultured stone, or a combination of those materials. The use of other cementaceous products (e.g., stucco, Hardy Plank, or other similar materials) shall be limited to 50 percent of the building's exterior finishes...*

*Exceptions to this requirement may be permitted on a case by case basis by the council upon submission and approval of elevation drawings of the subject structure, and material samples.*

The applicant is requesting the following exceptions to the exterior materials:

- a. *Article V, Section 4.1.A.1 General Commercial District Standards* – An exception to allow for not meeting the 90% (exterior) masonry material requirements by allowing 100% metal wall panels for all elevations as submitted.
- b. *Article V, Section 4.1.A.1 General Commercial District Standards* – An exception to allow for not meeting the 20% stone requirements by allowing 100% metal wall panels for all elevations as submitted.

**Sec. 2.3. - Expansion of an existing use.** *If any building, improvement, or use of land is expanded, the provisions for parking and loading shall be provided for the portion of land use and/or building that has been added. The required parking for is calculated as:*

*Existing Nonconforming Building:*

*1 space per 300 sq. ft. of existing office space = 1,800 sq. ft./300 = 6 spaces  
1 space per 1000 sq. ft. of warehouse/storage – 4,200 sq.ft./1,000 = 4 spaces  
\*\* Existing parking spaces = 12 \*\**

*New Facility:*

*1 space per 1000 sq. ft. of warehouse/storage – 3,600 sq. ft./1000 = 3 spaces*

*Total Spaces Required = 13 Spaces*

The applicant is requesting the following exception to the Off Street Parking Standards.

- c. *Article VI, Section 5.1 Off Street Parking Requirements* – A variance to allow for not meeting the minimum off street parking requirement by continuing the use of the 12 existing spaces rather than providing for the additional space.

A request for an exception to the exterior material requirements and variance to the parking requirements are discretionary decisions for the City Council.

**RECOMMENDATIONS:**

Should the City Council choose to approve the applicant's request, then the following conditions of approval should be adopted with this case:

- 1) All staff comments provided by the Planning, Engineering and Fire Department must be addressed prior to the submittal of a building permit.
- 2) Approval of an exception to the exterior material requirements by the City Council to allow for a 100% metal structure as outlined in this report.
- 3) Approval of a variance to the off street parking requirements by the City Council to allow for not meeting the off street parking requirements and to continue the use of the 12 existing parking spaces as outlined in this report.
- 4) Any construction or building necessary to complete this Site Plan request must conform to the requirements set forth by the UDC, the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

**PLANNING AND ZONING COMMISSION:**

On September 13, 2016, the Planning and Zoning Commission's motion to approve the site plan with staff conditions passed by a vote of 6 to 0 with Commissioner Renfro absent. The motion also included a recommendation of approval for the exception to the exterior material requirements by allowing for the use of 100% metal panel for the exterior of the building and a variance to the parking standards to allow for not meeting the requirements and to continue the use of the existing 12 parking spaces.

## City of Rockwall Project Plan Review History



<b>Project Number</b> SP2016-016	<b>Owner</b> MEADE, JAMES W & ROBIN N	<b>Applied</b> 8/12/2016	<b>LM</b>
<b>Project Name</b> 496 National Drive	<b>Applicant</b> SEYMORE CUSOM HOMES LLC	<b>Approved</b>	
<b>Type</b> SITE PLAN		<b>Closed</b>	
<b>Subtype</b> AMENDING		<b>Expired</b>	
<b>Status</b> STAFF REVIEW		<b>Status</b> 8/12/2016	<b>LM</b>

<b>Site Address</b> 496 NATIONAL DR	<b>City, State Zip</b> ROCKWALL, TX 75032	<b>Zoning</b>
--	--	---------------

<b>Subdivision</b>	<b>Tract</b>	<b>Block</b>	<b>Lot No</b>	<b>Parcel No</b>	<b>General Plan</b>
	2-22	NULL	2-22	0128-0000-0002-22-OR	

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
BUILDING	John Shannon	8/12/2016	8/19/2016	8/17/2016	5	APPROVED	
ENGINEERING	Amy Williams	8/12/2016	8/19/2016	8/24/2016	12	APPROVED W/ CONDITIONS	See Condition
(8/19/2016 1:42 PM AW) If any paving is installed it must adhere to all engineering standards including detention. No new rock/gravel will be allowed to be installed.							
FIRE	Ariana Hargrove	8/12/2016	8/19/2016	8/17/2016	5	APPROVED	
GIS	Lance Singleton	8/12/2016	8/19/2016	8/23/2016	11	APPROVED	
PLANNING	David Gonzales	8/12/2016	8/19/2016	8/17/2016	5	COMMENTS	See comments

Discuss and consider a request by Tim Seymore of Seymore Custom Homes, LLC on behalf of James & Robin Meade for the approval of a site plan for the construction of a commercial/industrial building on an existing 2.02-acre commercial/industrial facility identified as Tract 2-22 of the J. R. Johnson Survey, Abstract No. 128, City of Rockwall, Rockwall County, Texas, zoned Heavy Commercial (HC) District, addressed as 496 National Drive, and take any action necessary.

The following staff comments are to be addressed and resubmitted no later than Tuesday, September 7, 2016. Please provide three large copies [24" X 36" FOLDED] and one PDF version for a subsequent review by staff:

Planning Department General Comments to be addressed:

1. Adherence to Engineering and Fire Department standards shall be required.
2. Submittal and approval of a Civil Engineering Plans (if required) and a Final Plat (plat must be filed) prior to issuance of a Certificate of Occupancy (CO).
3. Label site plan documents with "Case No. SP2016-016" at the lower right corner of each plan.
4. All exterior signage requires submittal and approval of a separate building permit through the Building Inspections Department.

EXCEPTIONS FOR CITY COUNCIL TO CONSIDER:

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
<p>1. Art V, Sec. 4.1.A.1 requires each exterior wall to consist of 90% masonry materials,..., including 20% stone on walls which are visible from a public street or open space. North, South, East &amp; West elevations require a minimum 20% stone and do not meet this standard.</p> <p>2. Art V, Sec. 4.1.A.1 requires each exterior wall to consist of 90% masonry materials,..., on walls which are visible from a public street or open space. North, South, East &amp; West elevations do not provide a minimum 90% masonry material and exceed 10% secondary materials with the use of metal wall panels.</p> <p>** Approval of exceptions to the exterior materials requested requires passage by a simple majority vote of City Council. **</p> <p>Please address the following Planning Comments for each plan submitted:</p> <p>Site Plan:</p> <p>1. UDC, Article VI Parking and Loading, Sec. 2.3. - Expansion of an existing use - If any building, improvement, or use of land is expanded, the provisions for parking and loading shall be provided for the portion of land use and/or building that has been added. Provide floor plan of the existing building for determination of additional parking spaces required. The proposed (storage) structure requires a minimum of 3 spaces (1:1000).</p> <p>2. Remove semi-circles from site plan.</p> <p>Landscape Plan:</p> <p>1. Are you providing any (additional) landscaping?</p> <p>Photometric Plan:</p> <p>1. Will there be any additional exterior lighting (wall packs, poles, etc.) for the proposed building/site? If so, please provide a photometric plan for the new lighting fixtures meeting city standards.</p> <p>2. Additional lighting pole standards are not to exceed a maximum overall height of 30-ft (includes pole, base, fixtures, etc.) per the UDC standards. Provide detail.</p> <p>3. Provide cut sheets for all exterior lighting fixtures (e.g. pole lights, wall packs, etc.)</p> <p>4. Any additional lighting sources are to be directed down and shielded with a full cut-off or partial cut-off source and a maximum 1 inch reveal in order to control glare.</p> <p>5. Maximum lighting intensity at the property line is not to exceed 0.2-FC. Resubmit photometric plan and indicate readings to all property lines and in compliance with UDC (i.e. 0.2-FC)</p> <p>Building Elevations:</p> <p>1. What type of metal wall paneling is being used for the exterior of the proposed structure?</p> <p>2. Approval of the exceptions to the exterior material standards is required by the City Council as indicated above.</p> <p>The following are scheduled meeting dates that you and/or your representative(s) should attend regarding the Site Plan. If you have any questions regarding this case, please feel free to contact David Gonzales, AICP with the Planning Department at 972-771-7745.</p> <p>Meeting Dates to Attend: Planning - Work Session: August 30, 2016 (6:00 p.m.) [Applicant to provide presentation and discuss project]  Planning - Action: September 13, 2016 (6:00 p.m.) [P&amp;Z to take action (i.e. approve, approve with conditions, or deny)]  City Council - Action: September 19, 2016 (6:00 p.m.) [FOR EXCEPTION REQUESTS ONLY]</p>						

0 30 60 120 180 240 Feet

SP2016-016- 496 NATIONAL DRIVE  
SITE PLAN - LOCATION MAP = 



# City of Rockwall

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

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



## Gonzales, David

**From:** Tim Seymore <tim.tsch@sbcglobal.net>  
**Sent:** Thursday, September 08, 2016 12:38 PM  
**To:** Gonzales, David; Jimmy Meade  
**Subject:** Re: P&Z Meeting Tonight - National Drive

As per our conversation yesterday you told me that we need one more parking spot to make the building work. My property owner wants to ask for a variance on the extra parking space. He has adequate parking for office personnel and the additional building is not for added employees, it is for equipment storage only.

Thanks, Tim



[www.timseymore.com](http://www.timseymore.com)

On Friday, September 2, 2016 6:45 AM, "Gonzales, David" <[DGonzales@rockwall.com](mailto:DGonzales@rockwall.com)> wrote:

Thank you, Tim. I will look this over and let you know if there is anything else I need.

Enjoy your holiday weekend,



**DAVID GONZALES, AICP**

SENIOR PLANNER • Planning & Zoning Division • City of Rockwall

972.772.6488 OFFICE

[DGONZALES@ROCKWALL.COM](mailto:DGONZALES@ROCKWALL.COM)

385 S. GOLIAD STREET • ROCKWALL, TX 75087

**helpful links** | [City of Rockwall Website](#) | [Planning & Zoning Division Website](#) | [Municipal Code Website](#)

[City of Rockwall Interactive Maps](#)

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**From:** Tim Seymore [<mailto:tim.tsch@sbcglobal.net>]  
**Sent:** Thursday, September 01, 2016 9:02 PM  
**To:** Gonzales, David  
**Cc:** 'meadegroup@juno.com'  
**Subject:** Re: P&Z Meeting Tonight - National Drive

David,

Will this work for the floor plan of the existing building at 496 National Dr. You said you needed this to calculate parking spaces. There are 12 spaces in front of the building and 6 spaces over to the side front. There is a lot of parking around the building behind the fence. Let me know if you need something other than this.

Tim 214-803-2763

[www.timseymore.com](http://www.timseymore.com)

On Tuesday, August 30, 2016 7:26 AM, "Gonzales, David" <[DGonzales@rockwall.com](mailto:DGonzales@rockwall.com)> wrote:

Mr. Seymore,

Please find attached staff comments for your project in Rockwall. The Planning and Zoning Commission will conduct a work session tonight, Tuesday, August 30<sup>th</sup>. The meeting will begin at 6:00 p.m. in the City's Council Chambers. You and/or your representative will present your project to the Commission and answer questions they may have regarding the project. If you have any questions prior to the meeting, please let me know.

Thank you,



**DAVID GONZALES, AICP**

SENIOR PLANNER • Planning & Zoning Division • City of Rockwall

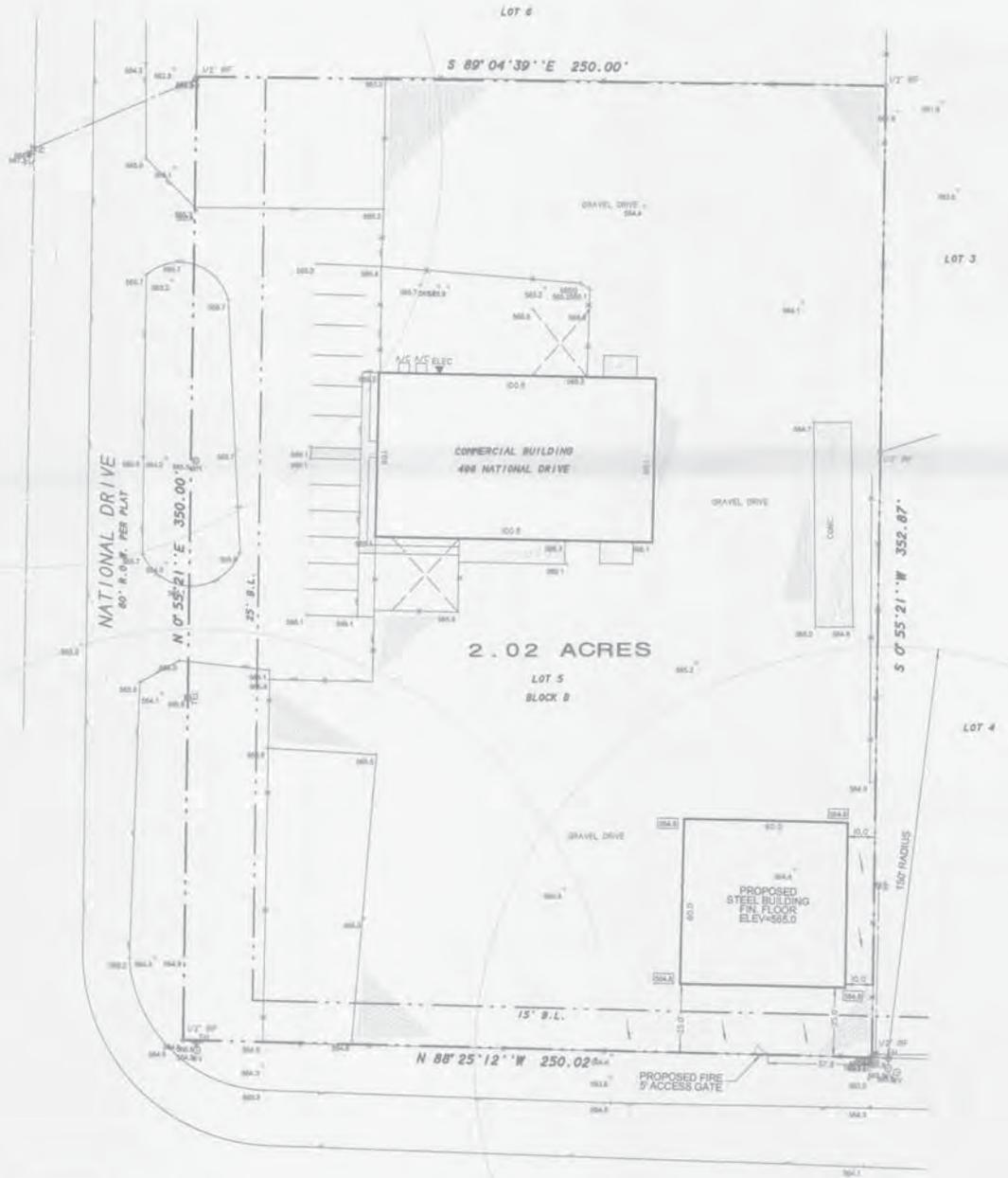
972.772.6488 OFFICE

[DGONZALES@ROCKWALL.COM](mailto:DGONZALES@ROCKWALL.COM)

385 S. GOLIAD STREET • ROCKWALL, TX 75087

**helpful links** | [City of Rockwall Website](#) | [Planning & Zoning Division Website](#) | [Municipal Code Website](#)

[City of Rockwall Interactive Maps](#)



**DESCRIPTION**  
 BEING Lot 5, Block B of ROCKWALL 205 BUSINESS PARK ADDITION, an Addition to the City of Rockwall, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet C, Slide 8, of the Plat Records of Rockwall County, Texas.

- NOTES**
- 1) According to F.E.M.A. Flood Insurance Rate Map, Community Panel No. 45397C0030 L dated Sept. 26, 2005, this property lies in Zone X. This property does not appear to lie within a 100-year flood plain.
  - 2) BEARING SOURCE: RECORDED PLAT.
  - 3) ALL 1/2" IRS ARE CAPPED WITH YELLOW PLASTIC CAPS "RPLS 5034."

**SURVEYOR'S CERTIFICATE**  
 I, Harold D. Fetty, III, Registered Professional Land Surveyor No. 5034, do hereby certify that the above plat of the property surveyed for James Meade at 496 National Drive, Rockwall, Rockwall County, Texas, is the result of a careful collection of the best evidence available to me and my opinion is based on the facts as found at the time of survey. This survey meets the requirements of the Minimum Standards of Practice as approved and published by the Texas Board of Professional Land Surveying, effective September 1, 1992 and subsequent revisions, and the same was surveyed under my supervision on the ground this the 7th day of July, 2016.

*[Signature]*  
 Harold D. Fetty III, R.P.L.S. No. 5034



STANDARD SYMBOLS	
○	Survey Station
○	Iron Nail
○	Iron Pipe
○	Iron Bolt
○	Iron Screw
○	Iron Nut
○	Iron Washer
○	Iron Rivet
○	Iron Bolt Head
○	Iron Nut Head
○	Iron Washer Head
○	Iron Rivet Head
○	Iron Bolt Head
○	Iron Nut Head
○	Iron Washer Head
○	Iron Rivet Head

SURVEY ACCEPTED BY:

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**PROPOSED SITE PLAN & SURVEY**

**H.D. Fetty Land Surveyor, LLC**  
 Firm Registration no. 101509-00  
 6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

SURVEY DATE: JULY 7, 2016  
 SCALE: 1" = 30' FILE# 20160291  
 CLIENT: MEADE OF A HOUSE

496 NATIONAL DR

60'

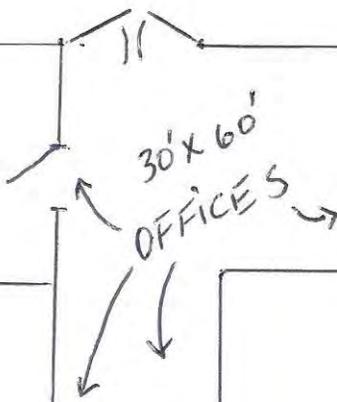
WAREHOUSE

100'

WAREHOUSE

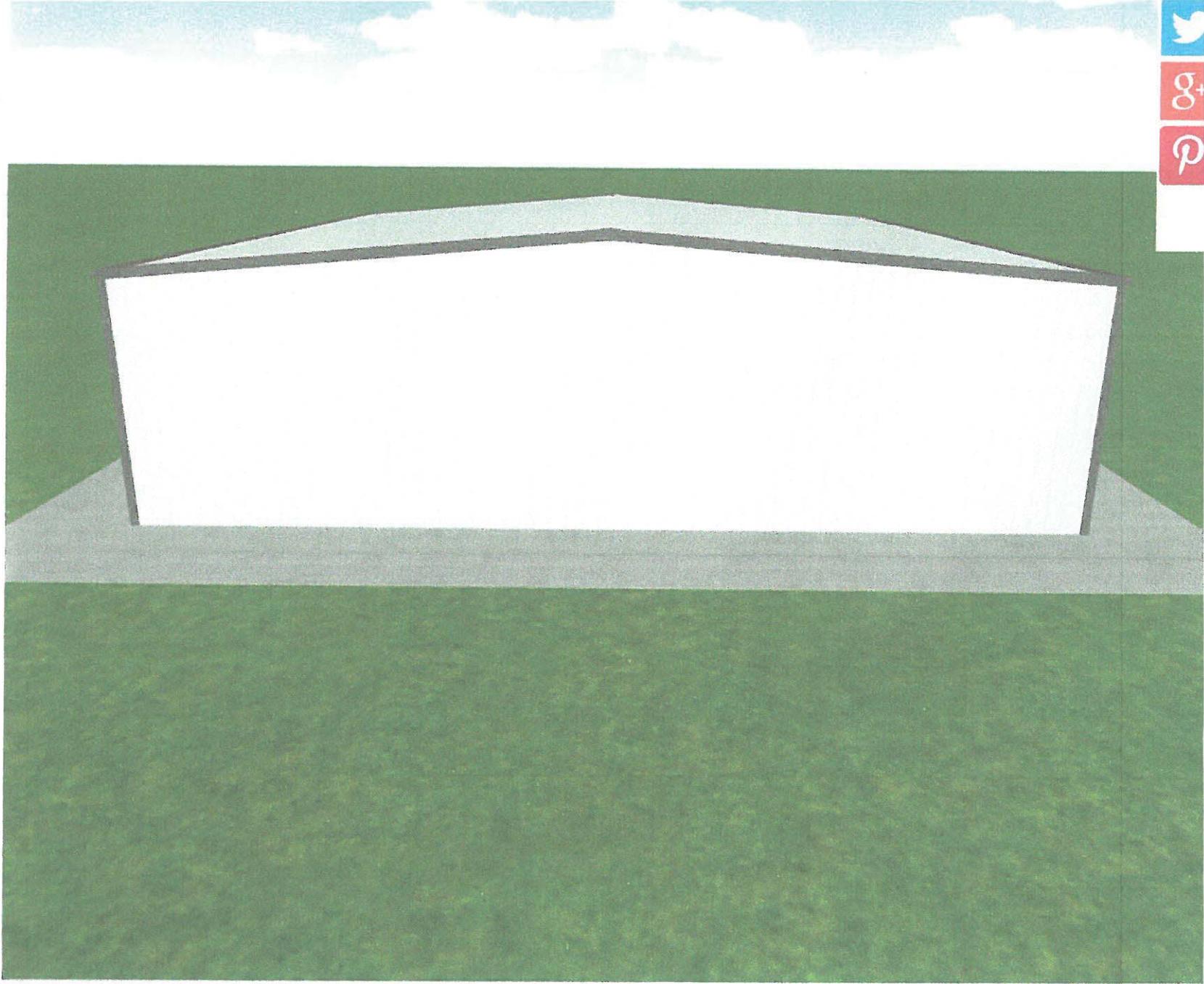
70'

30'



183

183



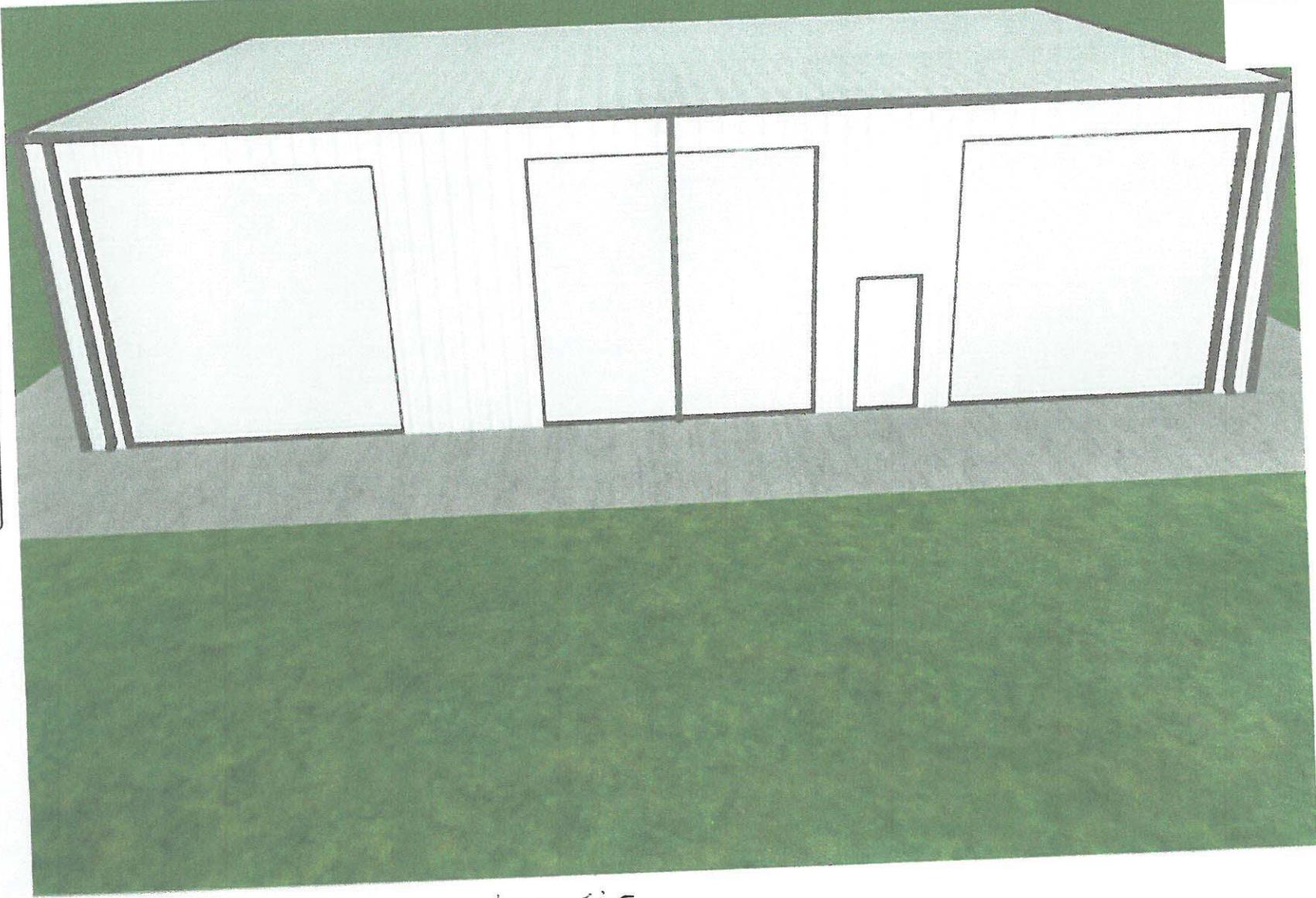
Off

*next step >>*

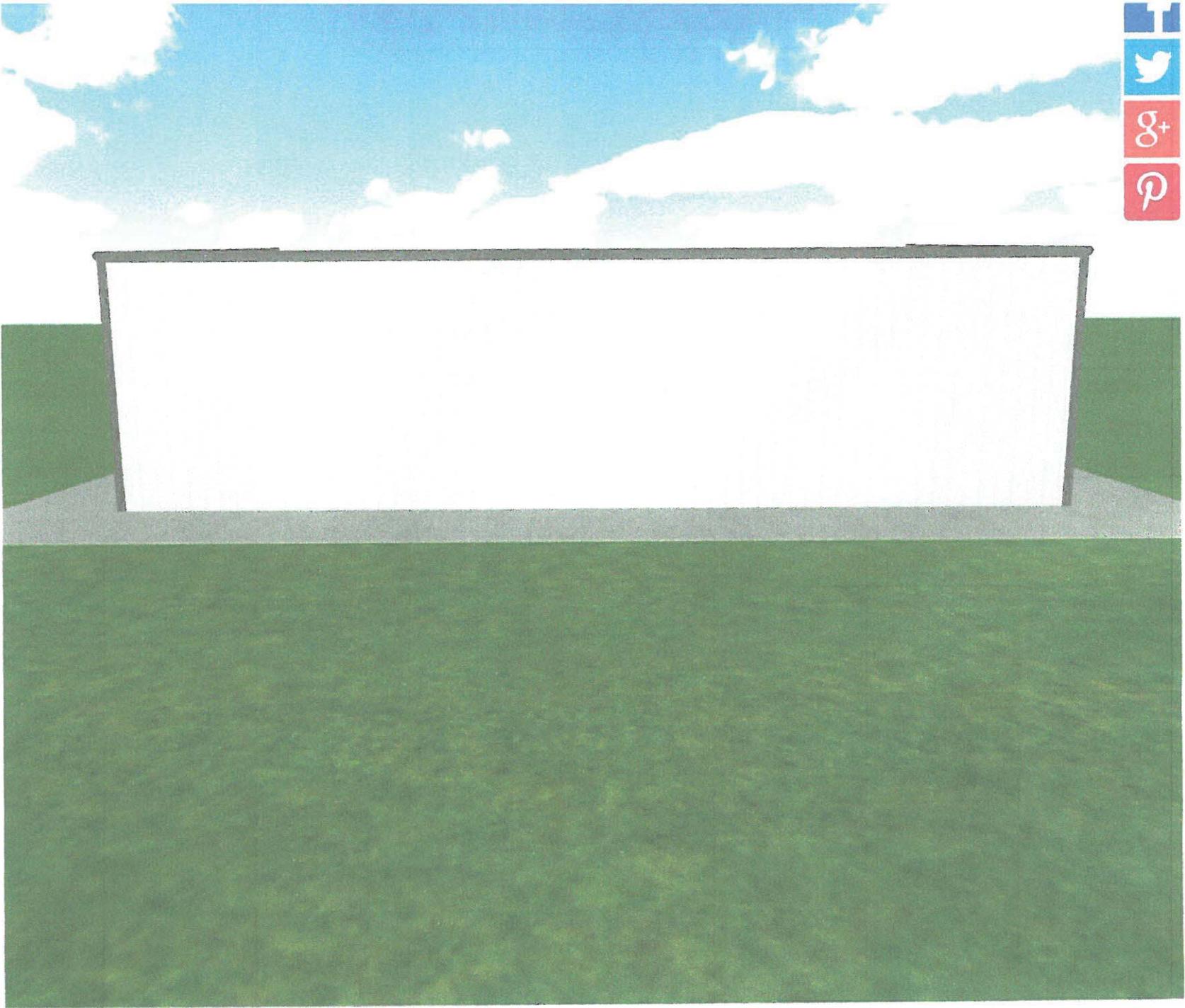
nd Windows

FRONT

60X60 Equipment Storage Bldg.



LEFT SIDE

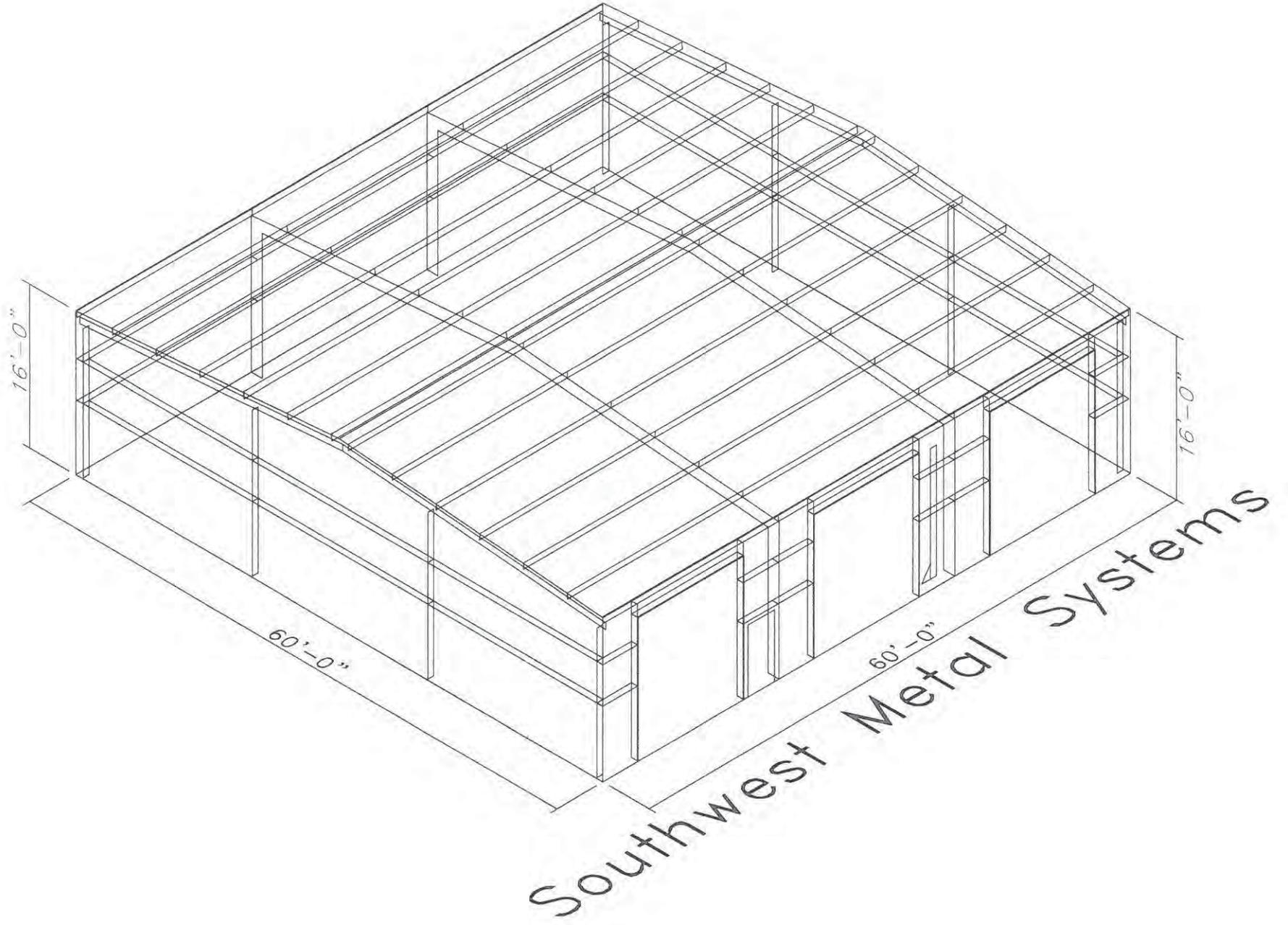


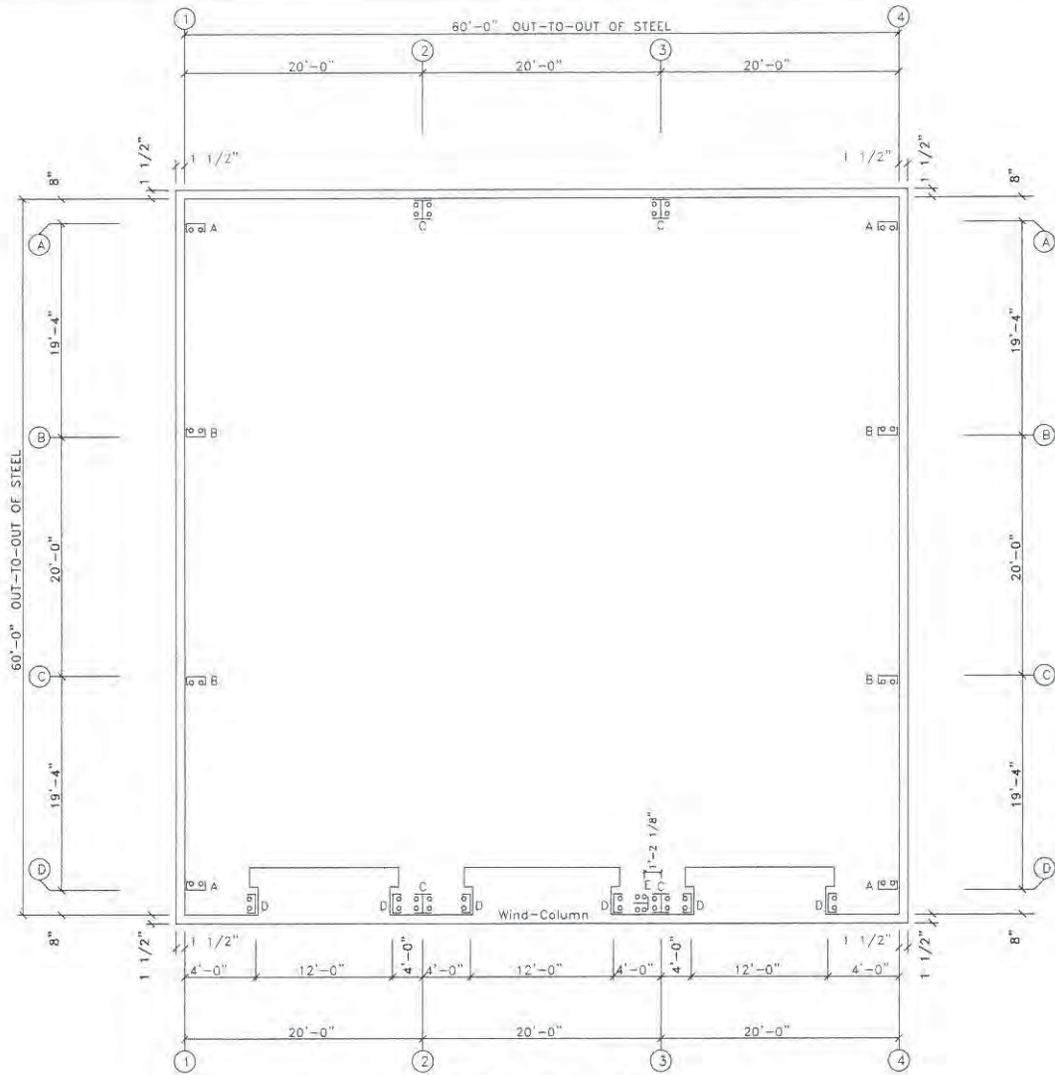
RIGHT SIDE

lowe's

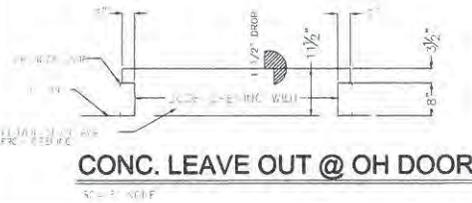
Please Select



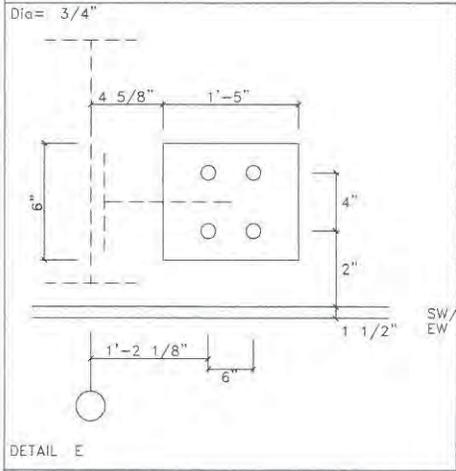
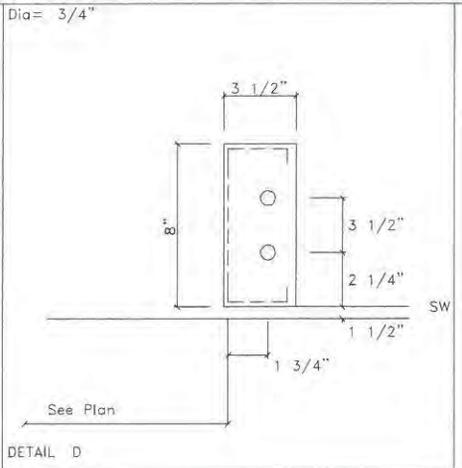
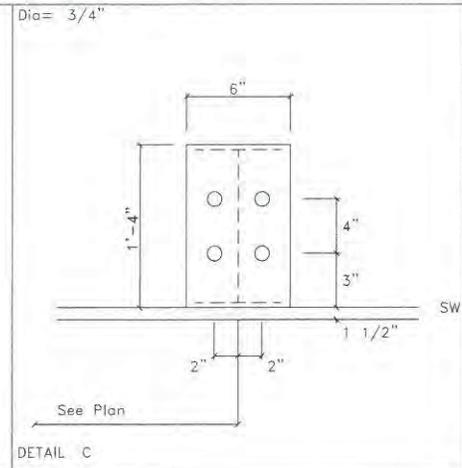
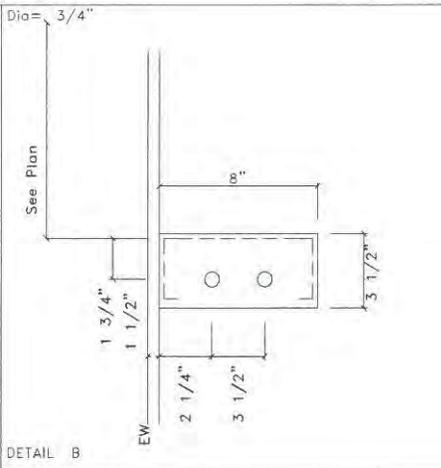
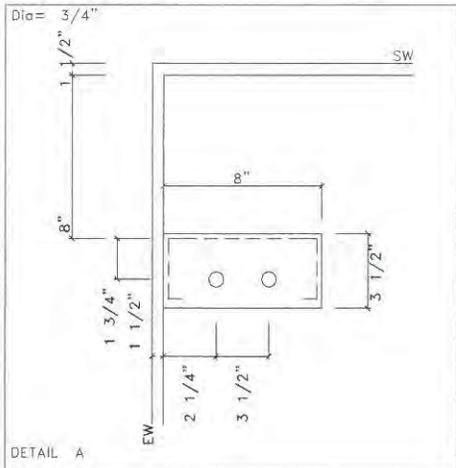




**ANCHOR BOLT PLAN**  
 NOTE: All Base Plates @ 100'-0" (U.N.)

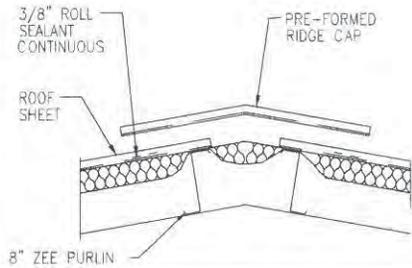


<b>SOUTH WEST</b> METAL SYSTEMS 485 NE LOOP 564 MINWOLA, TX 75778 (803) 569-8811		2824 MILAM RD. EAST SANGER, TEXAS 76266 (940) 381-0191		DESCRIPTION: ANCHOR BOLT PLAN	
				PROJECT: Customer	
CUSTOMER: Dealer		LOCATION: City, State		PROJECT: Customer	
DRN. BY DET	CK'D BY DES	DATE 7/22/16	SCALE N.T.S.	REV. 00	QUOTATION NO. Seymore60x60x16
				SHEET NO. OF	

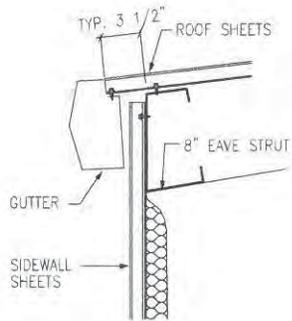


<b>SOUTH WEST</b> METAL SYSTEMS 485 NE LOOP 564 MINEROLA, TX 75773 (903) 569-8811		2824 MILAM RD. EAST SANGER, TEXAS 76286 (846) 381-6191		DESCRIPTION: ANCHOR BOLT DETAILS						
				CUSTOMER: Dealer		PROJECT: Customer				
LOCATION: City, State				DRN. BY: DET	CK'D BY: DES	DATE: 7/22/16	SCALE: N.T.S.	REV: 00	QUOTATION NO. Seymore60x60x16	SHEET NO. OF

## GENERAL NOTES

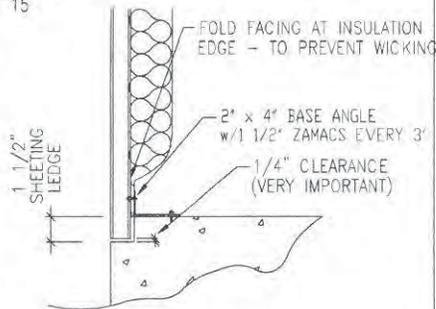


Typical Roof Ridge



Typical Roof Overhang

\*SEE NOTE 14 & 15



BASE DETAIL AT SHEETING LEDGE

1. Unloading, handling and proper storage of the Steel Building package is the responsibility of the Erector and/or End User. Roof and wall panels must be kept dry prior to installation. Flattening one end of panel bundles is recommended to encourage drainage in case of rain.
2. Any and all damaged or shorted materials are to be reported within 24 hours of unloading. Check all materials with the Bill of Materials.
3. Loading of Building Materials should be done with the appropriate lifting equipment such as crane, forklift or Skytrak due to the heavy nature of the parts involved.
4. All bracing, strapping and bracing shown on the erection drawings for this building is a requirement. They shall be installed as the Erector as a permanent part of the structure. It is the responsibility of the Erector to determine and provide temporary bracing to secure the building during the erecting process until permanent bracing can be installed.
5. Claims for correction of alleged misfits will not be allowed unless Southwest Metal Systems has received prior notice thereof and is allowed reasonable time to inspect such alleged misfits. The correction of minor misfits by the use of drift pins to draw the components in, into moderate rearing, chipping and cutting and the replacement of minor shortages of materials are a normal part of the erection process and are not subject to claim. No part of the building may be returned for alleged misfits without the prior approval of Southwest Metal Systems.
6. Jobsite safety is a priority. Erector are to wear OSHA approved hard hats, safety glasses, safety harnesses, gloves and steel toe boots at all times. Fall protection must be provided during roof and wall panel installation. OSHA guidelines and regulations are to be followed in all phases of building erection.
7. Foundation design by others. Anchor bolts shall be set accurately to a tolerance of  $\pm 1/8"$  in both elevation and location. All column base plates are set at Finish Floor elevation unless noted otherwise.
8. Wall insulation if required, is to be kept a minimum of 1/2" from the bottom of the wall panel to avoid "wicking" up behind the wall panel.
9. Closure Strips are provided at roof application only (unless noted on drawings). Inside closure provided at roof eave only when insulation is NOT provided. See details for additional closure applications.
10. Southwest Metal Systems assumes no responsibility or liabilities for delays or work charges caused by deliveries not arriving on time.
11. Metal filings and shavings created from the fastener drilling process are to be cleaned off of the roof and wall panels the same day of panel installation. Failure to do so will void the panel's warranty, as metal filings and shavings will rust and damage the finish of the roof and wall panels.
12. Roll Sealant (tacky tape) required on all roof panel laps for roof with slopes of 1/12 and lower.
13. These Drawings are Erection Drawings Only. They are not Construction Documents.
14. Wall panels must be installed with 1/4" clearance from Concrete foundation. Failure to do so voids Wall Panel Warranty.
15. Insulation at base of wall shall be installed in such a manner that does not allow moisture wicking. Fold insulation liner as shown on Base Detail. Failure to do so voids Wall Panel Warranty.

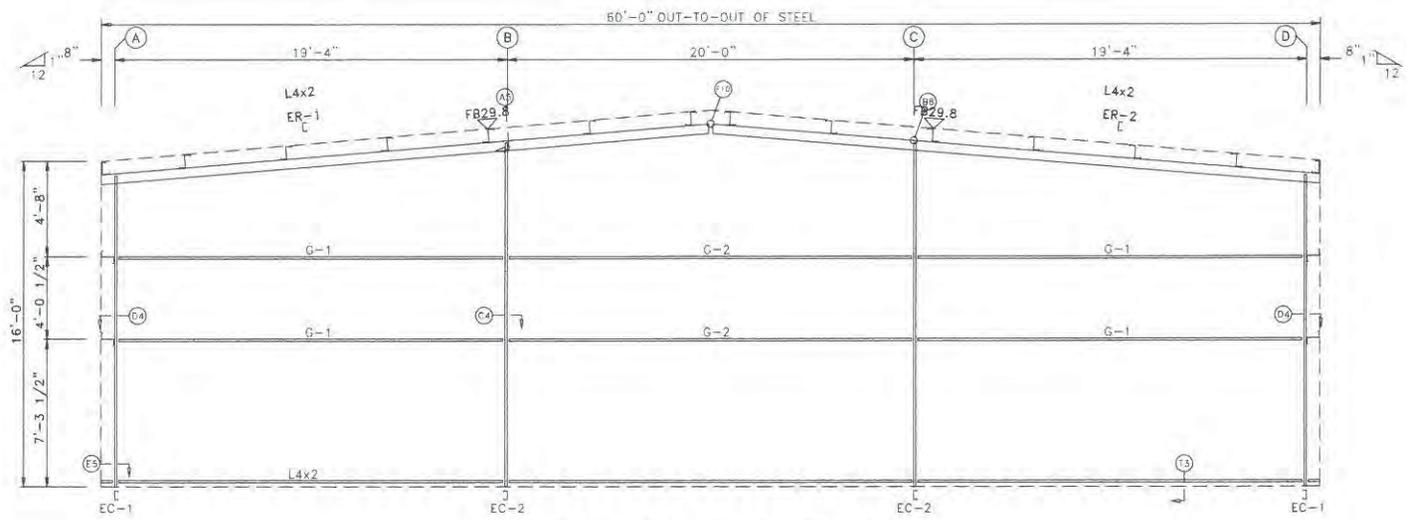
## SOUTH WEST METAL SYSTEMS

485 NE LOOP 564  
MINEOLA, TX 75773  
(903) 569-8811

2824 MILAM RD. EAST  
SANGER, TEXAS 76286  
(940) 381-0191

## BUILDING INFORMATION

JOB#:	Seymore60x60x16
CUSTOMER NAME:	Dealer
PHONE#	
PROJECT ADDRESS	Street City, State
SALESMAN:	DES
DESCRIPTION:	60'-0" x 60'-0" x 16'-0"
LEFT / RIGHT SLOPE:	1.0:12 / 1.0:12
ROOF PANELS/COLOR:	PBR / Galvalume
WALL PANELS/COLOR:	PBR / Polar White
TRIM COLOR:	Burnished Slate
EAVE CONDITION:	STYLE=Standard
FRONT WALL GUTTER:	STYLE=Standard
GUTTER LENGTH:	60
BACK WALL GUTTER:	STYLE=Standard
GUTTER LENGTH:	60
ADD'L. ACCESSORIES:	SEE QUOTE FORM
ADD'L. CONDITIONS:	
SPECIAL NOTES:	
BUILDING CODE:	IBC 06
ROOF LIVE LOAD:	20.00
ROOF SNOW:	3.5
WIND SPEED:	90
COLLATERAL LOADS:	0.5
EXPOSURE:	B

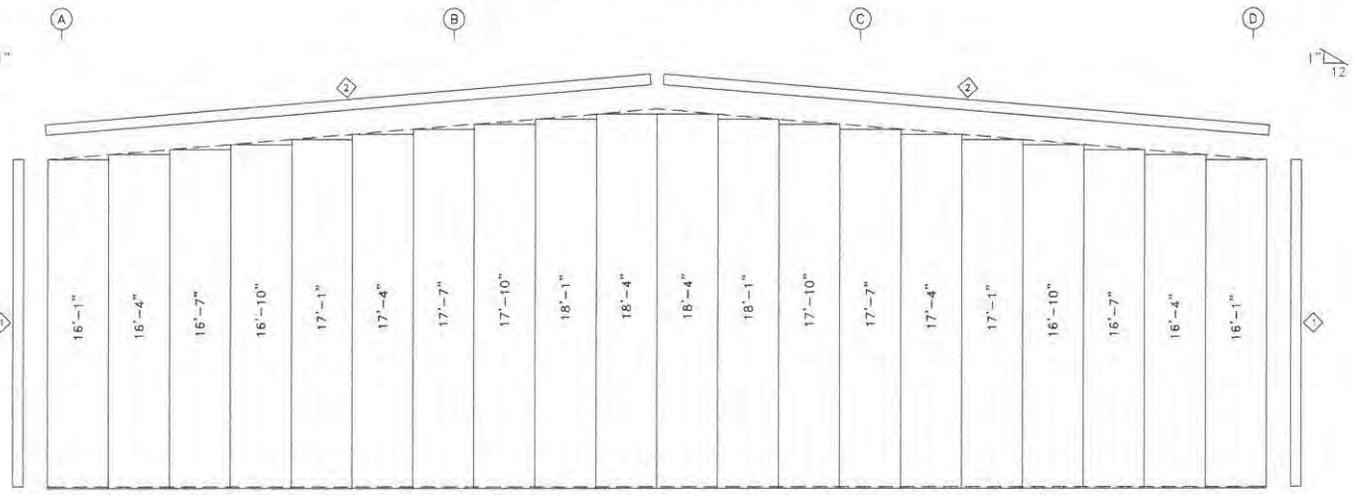


BOLT TABLE				
FRAME LINE 1				
LOCATION	QUAN	TYPE	DIA	LENGTH
ER-1/ER-2	4	A325	3/4"	2 1/4"
Columns/Raf	2	A325	5/8"	1 1/2"

TRIM TABLE		
FRAME LINE 1		
QTY	PART	LENGTH
1	OCT2601	16'-6"
2	SRT2614	16'-1"

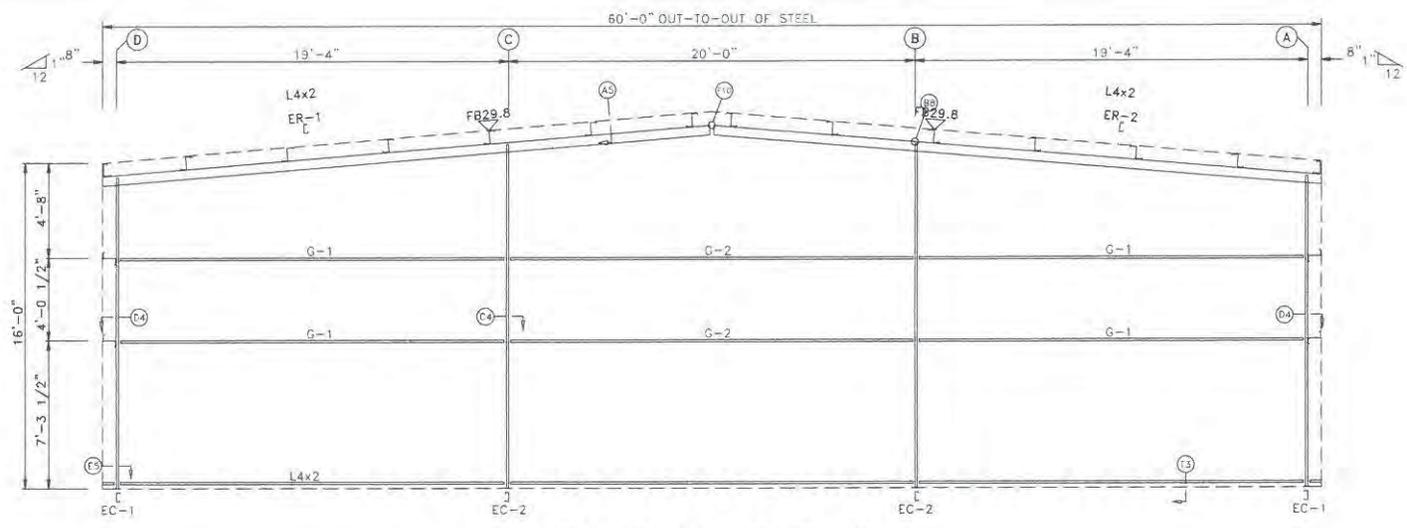
FLANGE BRACE TABLE		
FRAME LINE 1		
QTY	MARK	LENGTH
1	FB29.8	2'-5 3/4"

ENDWALL FRAMING: FRAME LINE 1

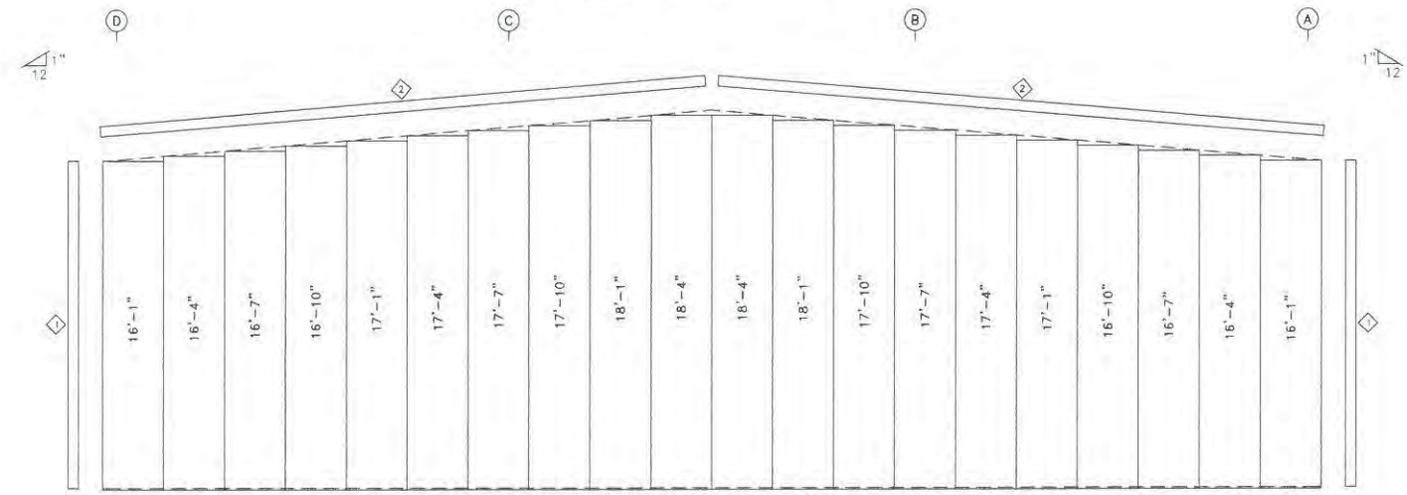


ENDWALL SHEETING & TRIM: FRAME LINE 1  
PANELS: 26 Ga. PBR - Polar White

<b>SOUTH WEST</b> METAL SYSTEMS 485 NE LOOP 564 MINNEOLA, FL 32773 (853) 569-6611		2824 MILAM RD. EAST SANGER, TEXAS 76266 (840) 381-0191		DESCRIPTION: ENDWALL FRAMING				
				CUSTOMER: Dealer		PROJECT: Customer		
LOCATION: City, State				DATE	SCALE	REV.	QUOTATION NO.	SHEET NO.
DET		DES	7/22/16	N.T.S.	00	Seymore60x60x16		OF



ENDWALL FRAMING: FRAME LINE 4



ENDWALL SHEETING & TRIM: FRAME LINE 4  
PANELS: 26 Ga. PBR - Polar White

BOLT TABLE				
FRAME LINE 4				
LOCATION	QUAN	TYPE	DIA	LENGTH
ER-1/ER-2	4	A325	3/4"	2 1/4"
Columns/Raf	2	A325	5/8"	1 1/2"

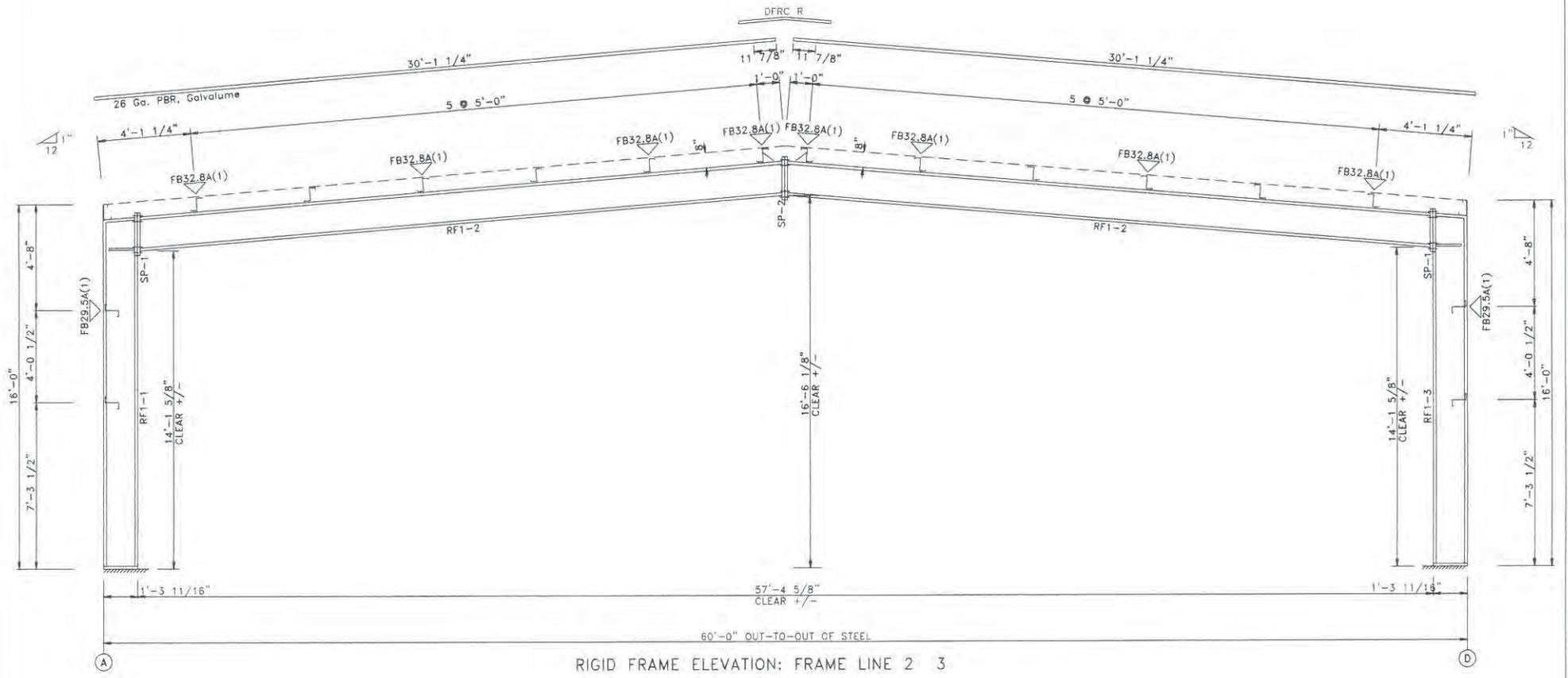
TRIM TABLE		
FRAME LINE 4		
ID	PART	LENGTH
1	OCT2601	16'-6"
2	SRT2614	16'-1"

FLANGE BRACE TABLE		
FRAME LINE 4		
ID	MARK	LENGTH
1	FB29.8	2'-5 3/4"

<b>SOUTH WEST</b> METAL SYSTEMS 485 NE LOOP 504 MINEOLA, TX 75773 (936) 569-8611		2824 MILAM RD. EAST SANGER, TEXAS 76266 (846) 381-0191		DESCRIPTION: ENDWALL FRAMING			
				CUSTOMER: Dealer		PROJECT: Customer	
LOCATION: City, State				QUOTATION NO. Seymore60x60x16		SHEET NO. OF	
DRN. BY DET	CK'D BY DES	DATE 7/22/16	SCALE N.T.S.	REV. 00			

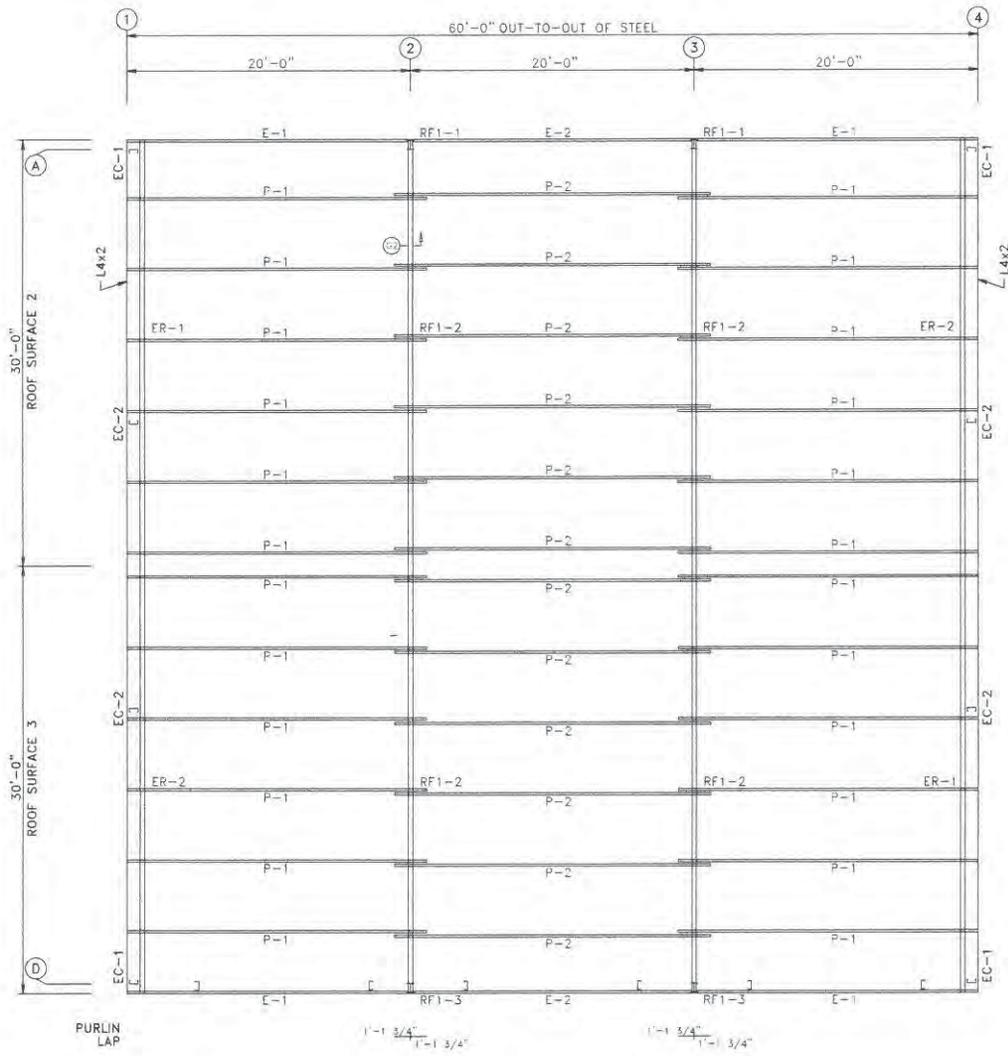
SPLICE BOLT TABLE						
Mark	Qty		Int	Type	Dia	Length
	Top	Bot				
SP-1	4	4	0	A325	0.750	2.75
SP-2	4	4	0	A325	0.750	2.25

▽ FLANGE BRACES: Both Sides(U.N.)  
 FBxxA(1): xx=length(in)  
 A - FB 2X1/8



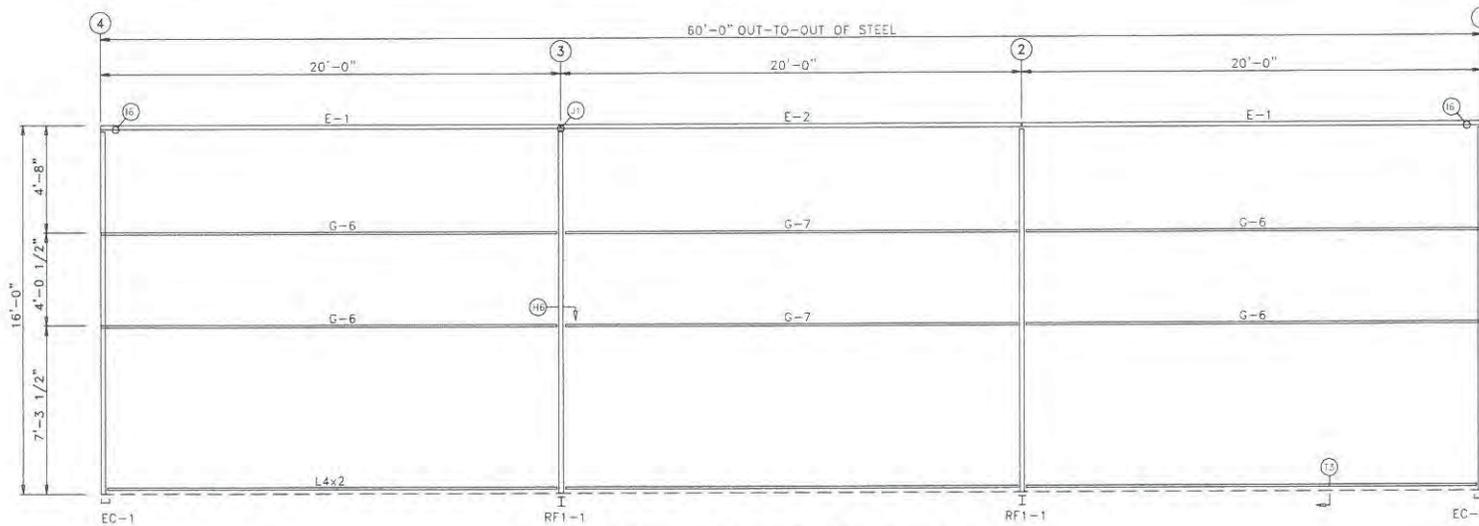
RIGID FRAME ELEVATION: FRAME LINE 2 3

<b>SOUTHWEST</b> METAL SYSTEMS 495 NE LOOP 584 MINEOLA, TX 75773 (803) 569-8811		2824 MILAM RD. EAST SANGER, TEXAS 75286 (840) 381-0191		DESCRIPTION: RIGID FRAME ELEVATION			
				CUSTOMER: Dealer		PROJECT: Customer	
LOCATION: City, State				DRN. BY: DET		CK'D BY: DES	
DATE: 7/22/16		SCALE: N.T.S.		REV. 00		QUOTATION NO. Seymore60x60x16	
						SHEET NO. OF	



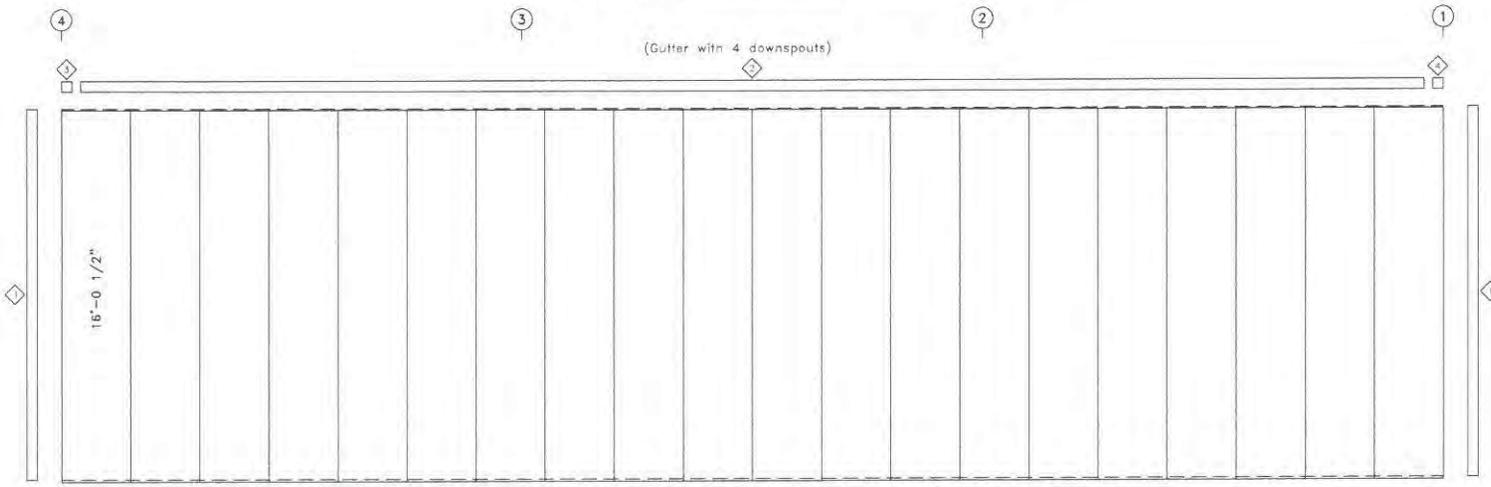
ROOF FRAMING PLAN

<b>SOUTH WEST</b> METAL SYSTEMS 485 NE LOOP 564 MESQUITA, TX 75773 (903) 589-8911		2824 MILAM RD. EAST SANGER, TEXAS 75266 (940) 381-0191		DESCRIPTION: ROOF FRAMING			
				CUSTOMER: Dealer		PROJECT: Customer	
LOCATION: City, State				QUOTATION NO. Seymore60x60x16		SHEET NO. OF	
DRN. BY DET	CK'D BY DES	DATE 7/22/16	SCALE N.T.S.	REV. 00			



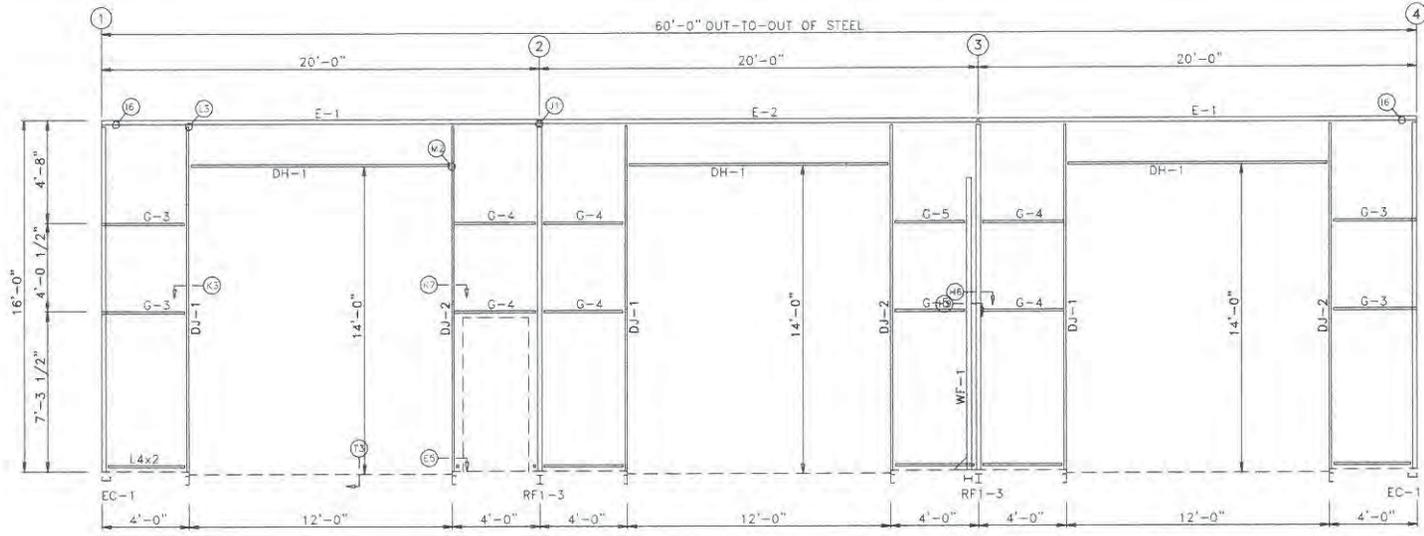
SIDEWALL FRAMING: FRAME LINE A

TRIM TABLE		
FRAME LINE A		
ID	PART	LENGTH
1	OCT2601	16'-6"
2	SGU2605	15'-11"
3	SPCL-16L	8"
4	SPCL-16R	8"



SIDEWALL SHEETING & TRIM: FRAME LINE A  
 PANELS: 26 Ga. PBR - Polar White

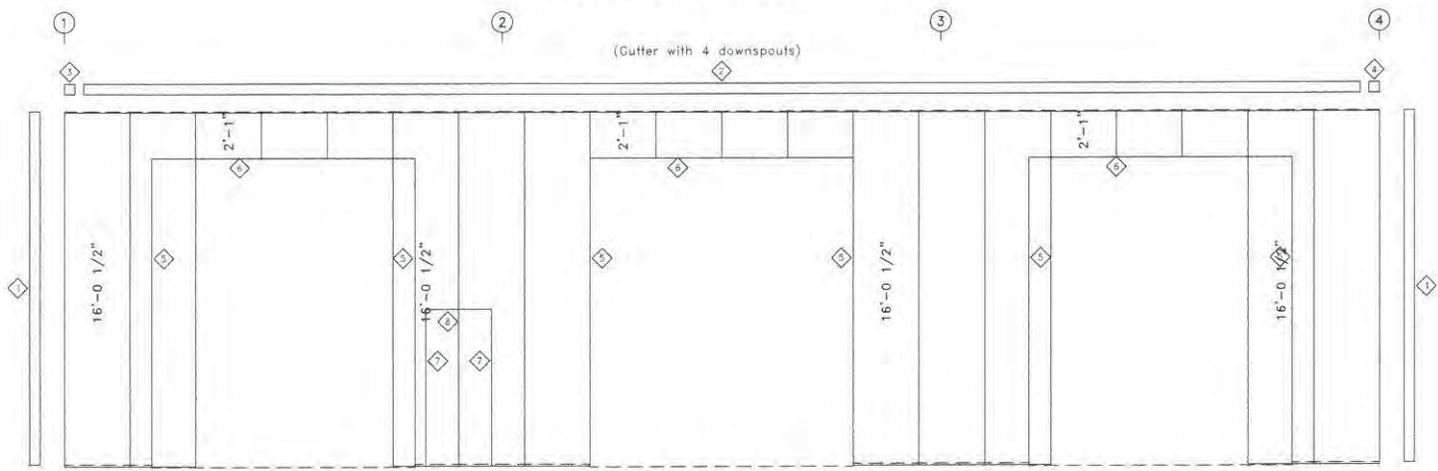
<b>SOUTH WEST</b> <b>METAL SYSTEMS</b> 465 NE LOOP 564 MINNOLA, TX 75773 (903) 569-8811		2824 MILAM RD. EAST SANGER, TEXAS 75068 (940) 381-0191		DESCRIPTION: SIDEWALL FRAMING		
				CUSTOMER: Dealer		PROJECT: Customer
LOCATION: City, State		DATE	SCALE	REV.	QUOTATION NO.	SHEET NO.
DRN. BY	CK'D BY	7/22/16	N.T.S.	00	Seymore60x60x16	OF



SIDEWALL FRAMING: FRAME LINE D

BOLT TABLE				
FRAME LINE D				
LOCATION	QUAN	TYPE	DIA	LENGTH
WF-1 - RF1-3	14	A325	5/8"	1 1/2"

TRIM TABLE		
FRAME LINE D		
ID	PART	LENGTH
1	OCT2601	16'-6"
2	SGU2605	15'-1 1/2"
3	SPCL-16L	8"
4	SPCL-16R	8"
5	HTR2603	14'-3"
6	HTR2603	12'-6"
7	HTR2603	7'-4"
8	HTR2603	3'-6"



SIDEWALL SHEETING & TRIM: FRAME LINE D  
PANELS: 26 Ga. PBR - Polar White

<b>SOUTH WEST</b> <b>METAL SYSTEMS</b> 485 NE LOOP 584 MINNEOLA, TX 75773 (817) 569-5811		2824 MILAM RD, EAST SANGER, TEXAS 76266 (840) 381-0191		DESCRIPTION: SIDEWALL FRAMING								
				CUSTOMER: Dealer		PROJECT: Customer						
LOCATION: City, State				DRN. BY: DET		CK'D BY: DES		DATE: 7/22/16	SCALE: N.T.S.	REV.: 00	QUOTATION NO.: Seymore60x60x16	SHEET NO.: OF

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# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 09/19/2016

**APPLICANT:** Rex Walker of *Life Springs Church*

**AGENDA ITEM:** **SP2016-017**; Life Spring Church – Amended Site Plan

---

## **SUMMARY:**

Discuss and consider a request by Rex Walker of Life Springs Church for the approval of a variance to the horizontal articulation requirements in conjunction with an amended site plan for a church facility on a seven (7) acre portion of a larger 28.881-acre tract of land identified as Tract 15-01 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Corridor Overlay (SH 205 BY-OV) District, located on the north side of John King Boulevard east of the intersection of John King Boulevard and SH-205, and take any action necessary.

## **PURPOSE:**

The property is zoned *Agricultural (AG) District* and was granted a Specific Use Permit [*SUP Ord. No. 15-21*] on August 3, 2015 to allow for a *Church* development on the seven (7) acre portion of the larger 28.811-acre tract of land. The property is also within the *SH-205 By-Pass Corridor Overlay (SH205 BY-OV) District* and is generally located on the north side of John King Boulevard, east of the intersection of John King Boulevard and SH-205.

The applicant is requesting approval of a variance to the horizontal articulation standards in conjunction with an amended site plan for the purpose of revising the approved elevations by reducing the 25,433 sq. ft. building to a 16,839 sq. ft. building. The applicant will be modifying the exterior appearance of the rear (east) elevation by reducing the massing of the tower elements and by changing the roof to slope towards the rear of the property for drainage purposes. Also, the applicant is proposing to change the front (west) elevation by replacing the standing seam metal roof element (atop the facility) with a stucco parapet wall. If approved, the site plan will indicate the ~6,000 sq. ft. vacated area as '*future expansion*' of the *Church* facility.

## **VARIANCE REQUESTS:**

1. The applicant is requesting a variance to the *Unified Development Code, Article V, Section 4.1 General Commercial District Standards*, to allow for not meeting the Horizontal Articulation requirements as established in *Art. V, Sec. 4.1, C.1.a.* and as depicted in the Building Elevations as submitted. The code reads as follows:

### *C. Building articulation.*

1. *Requirements.* Facades shall meet the following minimum standards for articulation:

- a) *Horizontal articulation.* No building wall shall extend for a distance equal to three times the wall's height without having an offset of 25 percent of the wall's height, and that new plane shall extend for a distance equal to at least 25 percent of the maximum length of the first plane.

Although the applicant has provided contrasting elements depicting offsets for the north, south and east elevations, the offsets do not meet the technical definition for horizontal articulation. It should be noted that the applicant received approval of the same variance on August 17, 2015 [Case No. SP2015-016]; however, due the substantial change of the elevations, the applicant is required to make the request for not meeting the technical standards for horizontal articulation once again. The variance requires an approval by a simple majority vote of all council members present.

### **ARCHITECTURAL REVIEW BOARD RECOMMENDATION:**

On August 30, 2016, the Architectural Review Board (ARB) reviewed the proposed amended building elevations for the site. General discussion concerning the agenda item took place between the Board Members and city staff. The board expressed concern with the metal panels being used for the rear elevation. They also expressed concern for the lack of horizontal and vertical articulation based on the changes presented.

To address these concerns the board recommended that the applicant not use the metal panel located at the rear, rather use the original building materials that were approved, including the pilasters to give the appearance of horizontal articulation. The board also recommended the applicant add the tower elements back to the rear elevation to provide vertical articulation.

Based on the revised elevations re-submitted, the applicant appears to have met the ARB's recommendations; however, the ARB has requested to review the elevations at the September 13, 2016 meeting in order to provide a recommendation to the Planning and Zoning Commission.

On September 13, 2016, after review and discussion of the proposed change to the rear elevation, the ARB recommended to the applicant that the stone elements on the rear (east) elevation be wrapped around onto the north and south elevations, and to create a more symmetrical appearance with the pilasters of the north and south elevation to create balance. The ARB also requested the applicant provide a parapet wall (with scuppers for drainage) with varying heights to provide vertical articulation. The applicant agreed with the recommendations. The ARB made a motion to recommend approval of the changes which passed by a vote of 6 to 0 with Board Member Strohmeier absent.

### **RECOMMENDATIONS:**

Should the City Council choose to approve the applicant's request, then the following conditions of approval should be adopted with this case:

- 1) All comments provided by the Planning, Engineering and Fire Department must be addressed prior to the submittal of a building permit and to include the following Planning comments;
  - a. Approval of the variances requested from the City Council for not meeting the horizontal articulation standards of the *Unified Development Code* as noted in this report.
- 2) Any construction or building necessary to complete this *Site Plan* request must conform to the requirements set forth by the UDC, the 2009 International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

## PLANNING AND ZONING COMMISSION:

On September 13, 2016, the Planning and Zoning Commission's motion to approve the amended site plan with staff conditions and the ARB's recommendation passed by a vote of 6 to 0 with Commissioner Renfro absent. The motion also included a recommendation of approval to the amended building elevations by allowing for the variance to the horizontal articulation as depicted on the buildings' elevations.

## City of Rockwall Project Plan Review History



Project Number	SP2016-017	Owner	LIFE SPRING CHURCH	Applied	8/12/2016	LM
Project Name	Life Spring Church	Applicant	LIFE SPRING CHURCH	Approved		
Type	SITE PLAN			Closed		
Subtype	AMENDING			Expired		
Status	STAFF REVIEW			Status	8/15/2016	LM

Revised Plans - Comments Highlighted

Site Address	City, State Zip	Zoning
JOHN KING BLVD	ROCKWALL, TX 75087	

Subdivision	Tract	Block	Lot No	Parcel No	General Plan
LIFE SPRING DR (ROW)	15-02	NULL	15-02	0187-0000-0015-02-OR	

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
BUILDING	John Shannon	8/12/2016	8/19/2016	8/17/2016	5	APPROVED	
<b>ENGINEERING</b>	<b>Amy Williams</b>	<b>8/12/2016</b>	<b>8/19/2016</b>	<b>8/19/2016</b>	<b>7</b>	<b>COMMENTS</b>	<b>See Comment</b>
(8/19/2016 2:00 PM AW) The fire hydrant by the future building needs to be a minimum of 5' from the building. No structure is allowed in an easement. The engineering plans will need to be revised to reflect any changes including the relocation of meters and fire service.							
<b>FIRE</b>	<b>Ariana Hargrove</b>	<b>8/12/2016</b>	<b>8/19/2016</b>				<b>see comments</b>
(8/17/2016 2:32 PM AA) Fire Department Connection (FDC) shall be located within 100-ft. of a fire hydrant, facing fire lane, and provided with an unobstructed 5-ft. wide pathway from the fire lane to the connection. (no parking allowed in the 5-ft. pathway, show pathway on plan)							
GIS	Lance Singleton	8/12/2016	8/19/2016	8/23/2016	11	APPROVED	
PLANNING	David Gonzales	8/12/2016	8/19/2016	8/17/2016	5	COMMENTS	See comments

Discuss and consider a request by Rex Walker of Life Springs Church for the approval of an amended site plan for a church on a seven (7) acre portion of a larger 28.881-acre tract of land identified as Tract 15-01 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Corridor Overlay (SH 205 BY-OV) District, located on the north side of John King Boulevard east of the intersection of John King Boulevard and SH-205, and take any action necessary.

The following staff comments are to be addressed and resubmitted no later than Tuesday, September 7, 2016. Please provide three large copies [24" X 36" FOLDED] and one PDF version for a subsequent review by staff:

Planning Department General Comments to be addressed:

1. Adherence to Engineering and Fire Department standards shall be required.
2. Label revised site plan documents with "Case No. SP2016-017" at the lower right corner of each plan.

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
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VARIANCES AND EXCEPTIONS FOR CITY COUNCIL TO CONSIDER:

- \* 1. Art V, Sec. 6.10.C.1 of the SH 205 BY OV (and the UDC) requires each exterior wall to consist of 90% masonry materials,..., including 20% stone on walls which are visible from a public street or open space. The East elevation requires a minimum 20% stone and does not meet this standard.
- \* 2. Art V, Sec. 6.10.C.1.a of the SH 205 BY OV (and the UDC) requires each exterior wall to consist of 90% masonry materials,..., on walls which are visible from a public street or open space. The East elevation does not provide a minimum 90% masonry material and exceeds the 10% secondary materials with the use of metal wall panels.
- \* 3. Art V, Sec. 6.10.C.5 of the SH 205 BY OV (and the UDC) requires that all commercial buildings be architecturally finished on all four sides with the same materials, detailing, and features...the buildings east elevation as submitted is not meeting the minimum requirements.
- \*\*4. ArtV, Sec. 4.1. of the UDC - Exception to the Horizontal & Vertical Articulation Standards - the buildings north elevation as submitted is not meeting the minimum requirements establish for the General Commercial District Standards. Requires a simple majority vote of council for approval.
- \* Approval of the variances to the SH 205 By-Pass OV requires passage by a 3/4 majority vote of City Council.
- \*\* Approval of the exceptions to the horizontal and vertical articulation standards requires passage by a simple majority vote of City Council.

Please address the following Planning Comments for each plan submitted:

Site Plan:

Hatch the area reduced to reflect the future expansion to be considered and label as such for both the building and parking area's (use light gray lines).

Building Elevations:

1. What type of metal paneling is being used for the exterior of the proposed structure?
2. Provide calculation for all exterior materials.
3. Approval of the variances & exceptions as submitted is required by the City Council as indicated above.

The following are scheduled meeting dates that you and/or your representative(s) should attend regarding the Site Plan. If you have any questions regarding this case, please feel free to contact David Gonzales, AICP with the Planning Department at 972-771-7745.

Meeting Dates to Attend:

- Planning - Work Session: August 30, 2016 (6:00 p.m.) [Applicant to provide presentation and discuss project]
- Planning - Action: September 13, 2016 (6:00 p.m.) [P&Z to take action (i.e. approve, approve with conditions, or deny)]

City Council - Action: September 19, 2016 (6:00 p.m.) [FOR VARIANCE & EXCEPTION REQUESTS ONLY]

PLANNING	David Gonzales	9/9/2016	9/16/2016	9/9/2016	COMMENTS	See comments
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Planning Department General Comments to be addressed:

1. Adherence to Engineering and Fire Department standards shall be required.
2. Label revised site plan documents with "Case No. SP2016-017" at the lower right corner of each plan.
3. Approval of the variance requested for not meeting the horizontal articulation standards.

**VARIANCES AND EXCEPTIONS FOR CITY COUNCIL TO CONSIDER:**

**\*\*1. ArtV, Sec. 4.1. of the UDC - Exception to the Horizontal & Vertical Articulation Standards - the buildings north elevation as submitted is not meeting the minimum requirements establish for the General Commercial District Standards. Requires a simple majority vote of council for approval.**

**\*\* Approval of the exceptions to the horizontal and vertical articulation standards requires passage by a simple majority vote of City Council.**

**Please address the following Planning Comments for each plan submitted:**

**Site Plan:**

**1. Hatch the area reduced to reflect the future expansion to be considered and label as such for both the building and parking area's (use light gray lines).**

**Building Elevations:**

**1. Approval of the variances & exceptions as submitted is required by the City Council as indicated above.**

**The following are scheduled meeting dates that you and/or your representative(s) should attend regarding the Site Plan. If you have any questions regarding this case, please feel free to contact David Gonzales, AICP with the Planning Department at 972-771-7745.**

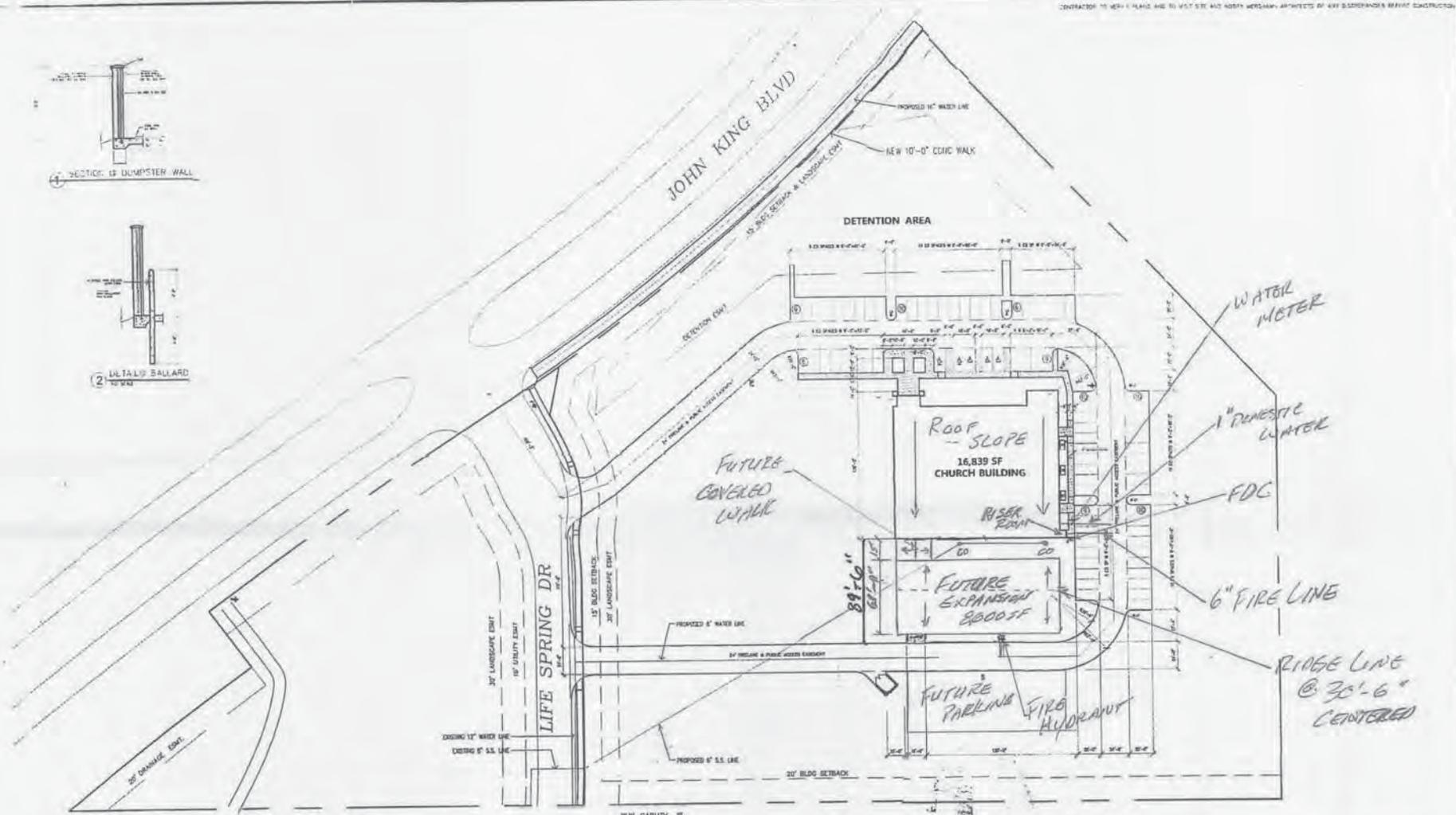
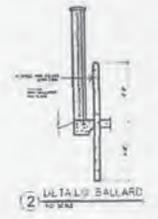
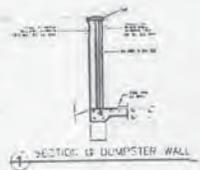
**Meeting Dates to Attend:**

**Planning - Action: September 13, 2016 (6:00 p.m.) [P&Z to take action (i.e. approve, approve with conditions, or deny)]**

**City Council - Action: September 19, 2016 (6:00 p.m.) [FOR VARIANCE REQUEST]**



CONTRACTOR TO VERIFY PLANS ARE IN ACCORD WITH ALL APPLICABLE ARCHITECTS OF ANY DISCREPANCIES BEFORE CONSTRUCTION



M.W. CARUTL, JR.  
ADDITON  
VOLUME 88 PAGE 493

NOTE: REFER TO CIVIL FOR ALL DIMENSIONAL CONTROLS.  
ALL PAVING RADII ARE 4'-6" U.N.C.  
ALL PAVING DIMENSIONS ARE TO FACE OF CURB  
ALL SIDEWALKS ARE 5'-0" WIDE

**PARKING REQUIREMENTS**  
 (MADIS) 144 SEATS 4 BY  
 80 PARKING SPACES REQUIRED  
 80 PARKING SPACES PROVIDED  
 3 HANDICAP PARKING SPACE REQUIRED FOR PARKING OF 80-143  
 3 HANDICAP PARKING SPACES PROVIDED

**LIFE SPRING CHURCH**  
 BEING A 8.93 AC. TRACT OF LAND SITUATED IN THE  
 JOSEPH STRICKLAND SURVEY, ABST. NO. 187  
 IN THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

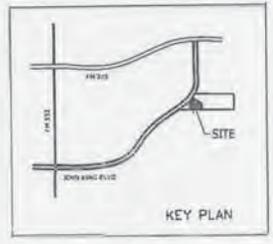
**OWNER**  
**LIFE SPRING CHURCH**  
 PASTOR: KEV WALKER  
 10200 RING RD  
 ROCKWALL, TEXAS 75087  
 972-977-1200



**PRICING & CONSTRUCTION GENERAL NOTES:**

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Project No.	14221
Drawings	DR
Sheet	DR
Checked	WR
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Date	08/02/11
Project No.	14221
Drawings	DR
Sheet	DR
Checked	WR

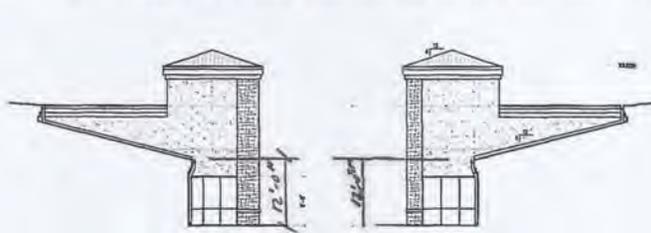
**LIFE SPRING CHURCH**  
**ROCKWALL, TEXAS**

**SITE PLAN**

SHEET **A1** OF **19**

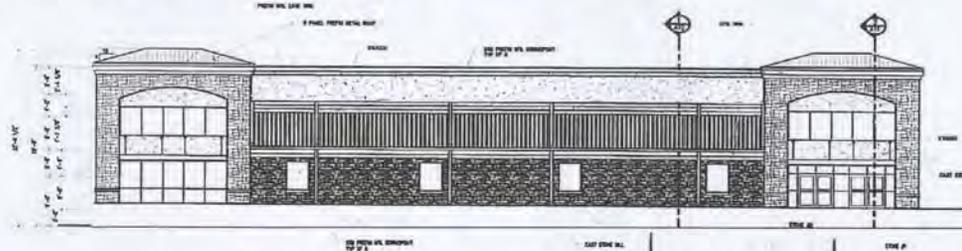
These plans are the intellectual property of Mershaw Architects, LLC (a Texas Architectural firm), Mershaw Construction, LLC (a Texas General Contractor) and Mershaw Associates, LLC (a Texas Design & Build Co.). The architect of this building has contracted Mershaw to build this building, any other Architect, Contractor or sub-contractor must first get permission to use these drawings in any way. The Architectural used on these plans are only intended for the use of Mershaw to get a permit to build and the seal shall be void to the city if the permit is not in Mershaw's name. Unless written permission is obtained.

CONTRACTOR TO VERIFY PLANS AND TO VISIT SITE AND NOTIFY MERSHAW ARCHITECTS OF ANY DISCREPANCIES BEFORE CONSTRUCTION.



**NORTH ELEVATION  
@ WEST END**

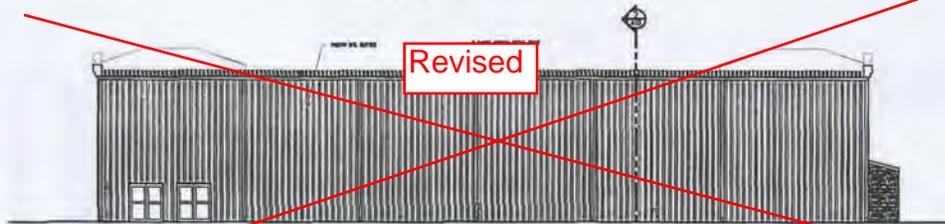
**SOUTH ELEVATION  
@ WEST END**



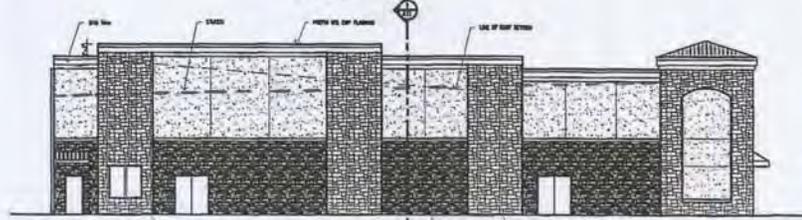
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83% STONE MASONRY  
7% EIFS TRIM



**SOUTH ELEVATION**  
57% STONE MASONRY  
37% STUCCO MASONRY  
6% EIFS TRIM



**EAST ELEVATION**  
61% STONE MASONRY  
30% STUCCO MASONRY  
9% EIFS TRIM



**NORTH ELEVATION**  
53% STONE MASONRY  
39% STUCCO MASONRY  
8% EIFS TRIM

**PRICING & CONSTRUCTION  
GENERAL NOTES:**

1. THESE DRAWINGS ARE QUANTIFIED BY MEASURE AND ARE INTENDED TO INDICATE QUANTITIES AND NOT TO BE USED FOR BIDDING OR CONTRACTING. ALL NECESSARY ITEMS TO PROVIDE A COMPLETE OPERATIONAL SYSTEM.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACCURACY AND INCLUDE ALL NECESSARY ITEMS TO PROVIDE A COMPLETE OPERATIONAL SYSTEM.
3. ANY DISCREPANCIES NOTED BY THE CONTRACTOR SHALL BE REPORTED TO THE ARCHITECT OF THE ARCHITECTS ON BEHALF BEFORE BEING THE PROJECT.
4. AFTER MEASUREMENTS ARE MADE AT THE CONTRACTOR SHALL COMPLETE THE SYSTEM AT HIS RESPONSIBLE COST.
5. PLUMBING, MECHANICAL, AND ELECTRICAL SUBCONTRACTORS ARE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT. LOCAL SUBCONTRACTORS SHALL REVIEW ALL DRAWINGS FOR COMPLIANCE.
6. THE ARCHITECT SHALL BE RESPONSIBLE TO OBTAIN MEASUREMENTS FROM THE CONTRACTOR AND SHALL NOT BE RESPONSIBLE FOR WORKING SYSTEMS AS NEEDED.

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LIFE SPRING CHURCH  
ROCKWALL, TEXAS

EXTERIOR ELEVATIONS

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Date: 06/20/11

Project No.: 11021

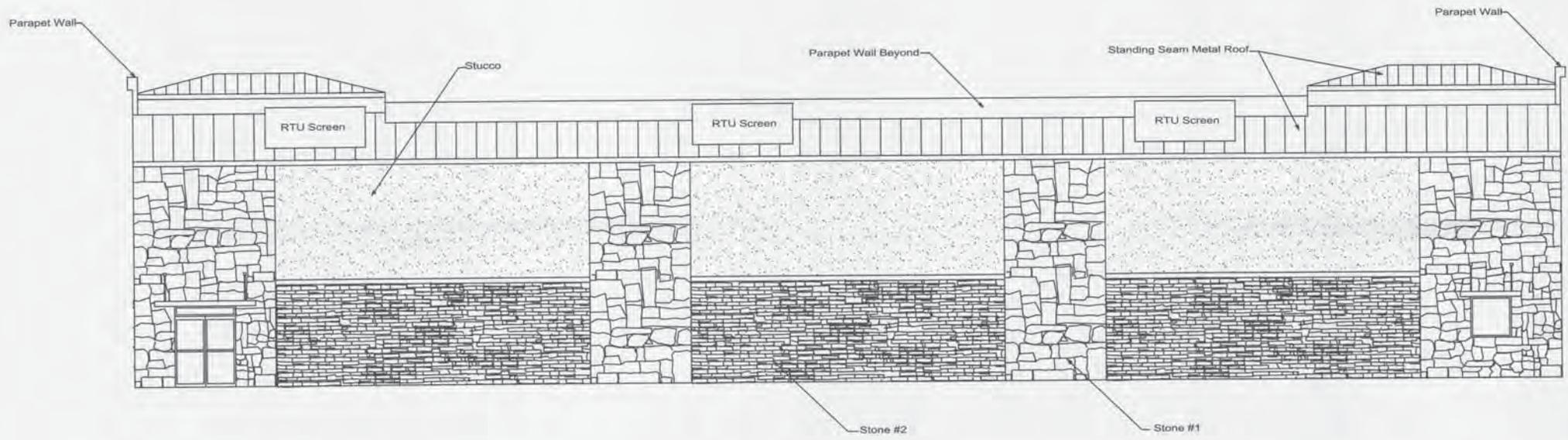
Designer: JH

Drawn: CR

Checked: JH

SHEET  
A4  
OF  
19

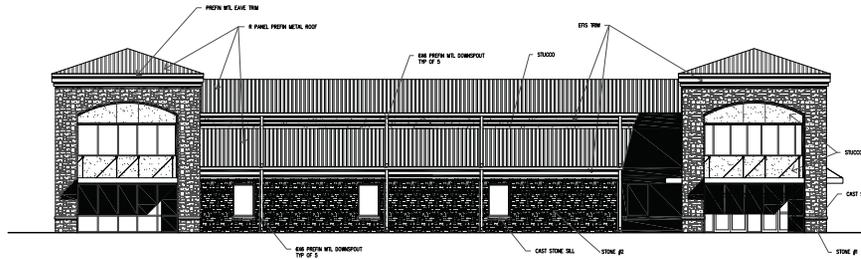
Revised - East (rear) Elevation



East Elevation

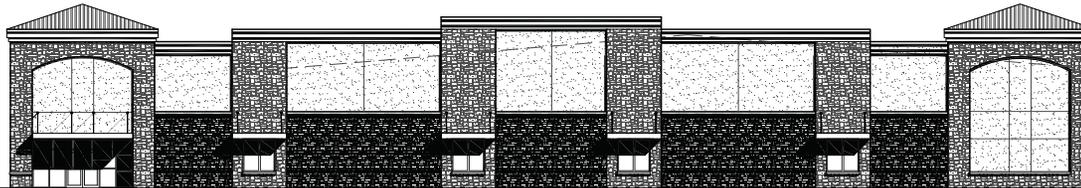
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SEP 17 2018

CONTRACTOR TO VERIFY PLANS AND TO VISIT SITE AND NOTIFY MERSHAWN ARCHITECTS OF ANY DISCREPANCIES BEFORE CONSTRUCTION.



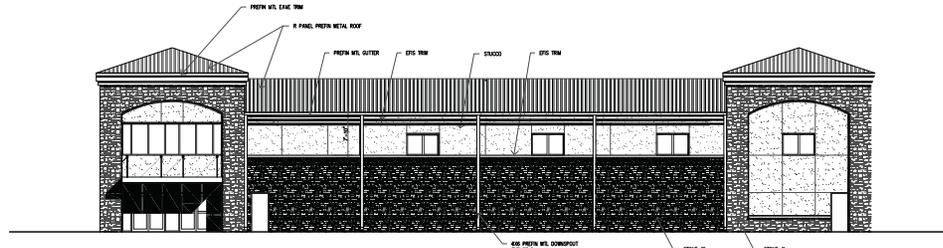
**WEST ELEVATION**

93% STONE MASONRY  
7% EFIS TRIM



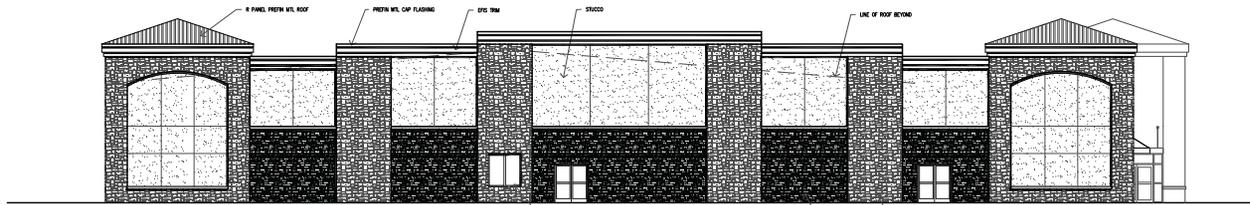
**SOUTH ELEVATION**

57% STONE MASONRY  
37% STUCCO MASONRY  
6% EFIS TRIM



**EAST ELEVATION**

61% STONE MASONRY  
30% STUCCO MASONRY  
9% EFIS TRIM



**NORTH ELEVATION**

53% STONE MASONRY  
33% STUCCO MASONRY  
8% EFIS TRIM

**PRICING & CONSTRUCTION  
GENERAL NOTES:**

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2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE DOCUMENTS AND INCLUDE ALL NECESSARY ITEMS TO PROVIDE A COMPLETE OPERATIONAL SYSTEM.
3. ANY DISCREPANCIES NOTED BY THE CONTRACTOR SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT (ON WRITING) BEFORE BIDDING THIS PROJECT.
4. AFTER BIDS ARE TURNED IN, THE CONTRACTOR SHALL COMPLETE THE SYSTEM AT NO ADDITIONAL COST.
5. PLUMBING, MECHANICAL, AND ELECTRICAL SUBCONTRACTORS ARE RESPONSIBLE FOR COORDINATING ALL COMPONENTS TO BEING COMPLETE AND WORKING SYSTEMS. EACH SUBCONTRACTOR SHALL SUBMIT ALL DRAWINGS FOR COMPARISON.
6. THE ARCHITECT WILL BE RESPONSIBLE TO DETERMINE WHICH TRADE SHALL PROVIDE AND INSTALL ANY COMPONENTS NEEDED FOR WORKING SYSTEMS AS NEEDED.

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MEDICAL COMMERCIAL  
CHURCHES  
**MERSHAWN**  
ARCHITECTS  
RESIDENTIAL RESTAURANTS  
INSTITUTIONAL  
PHONE: 972-252-3000  
FAX: 972-246-2081  
3333 IRVING BLVD, #103  
ROCKWALL, TEXAS 75087

No.	Date	Revision	By

LIFE SPRING CHURCH  
ROCKWALL, TEXAS

**EXTERIOR ELEVATIONS**

Scale:	
Date:	MM/DD/YY
Project No.:	140311
Designed:	CH
Drawn:	CH
Checked:	MI
SHEET	OF
<b>A4</b>	<b>19</b>

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Rick Crowley – City Manager  
**FROM:** Brad Griggs – Assistant City Manager  
**DATE:** September 14, 2016  
**SUBJECT:** Consent to Assign Concession Agreement

---

Suntex RHCL Marina, LLC is the operator of the marina at Chandlers Landing. Their concession agreement has recently been extended to January of 2041 and in return for the contract extension, they have agreed to complete several capital improvement projects. The amendment to the concession agreement was approved at the June 16, 2016 meeting of the City Council.

At this time, they are requesting the approval to assign the concession agreement to Ray Hubbard SMI, LLC. This new corporation has the same Board of Directors and will be operated in the same manner as Suntex RHCL Marina. All terms of the concession agreement including the capital projects will be the responsibility of Ray Hubbard SMI.

The “Consent to Assign Concession Agreement” was prepared by Suntex and reviewed and amended by the City Attorney. A copy of the agreement is attached for your review. Council approval would authorize the City Manager to execute the agreement as prepared.

## **CONSENT TO ASSIGN CONCESSION AGREEMENT**

SUNTEX RHCL MARINA, LLC, a Delaware limited liability company (“Assignor”) hereby notifies the City of Rockwall, Texas, (the “City”) that to maintain operations of the public marina complex for the purpose of benefitting the public pursuant to its Concession Agreement, dated August 14, 1972 (which after certain assignments was assigned to Assignor in September of 2011 with the consent of the City), Assignor seeks the City’s consent to assign the Concession Agreement to Ray Hubbard SMI, LLC (“Assignee”), a Delaware limited liability company, pursuant to the foregoing conditions and requirements:

The City hereby consents to the assignment of the Concession Agreement, provided however, that such consent shall not be deemed to release Assignor from any obligation under the Concession Agreement in the event of a default by Assignee.

The Assignee has received a copy of the Concession Agreement and Assignor has required in the Assignment Agreement that Assignee consents to comply with all terms and conditions the assignment of the Concession Agreement, dated August 14, 1972.

The City’s consent is not to be interpreted or construed as consent to any future assignment of the Concession Agreement from Assignee to any other person or entity.

The City’s consent is not to be interpreted or construed as release of Assignor of any of the obligations of Assignor under the Concession Agreement which arose before the effective date of the assignment, including those obligations which arose before the date of the assignment and are meant to survive the term of the Concession Agreement.

The City’s consent is not to be interpreted or construed as an amendment or diminution in any manner of the City’s rights and privileges pursuant to the Concession Agreement.

In Witness whereof, the City and Assignor have caused the Agreement to be executed pursuant to authorization this \_\_\_\_\_ day of August, 2016.

**CITY OF ROCKWALL**

\_\_\_\_\_  
Rick Crowley, City Manager

**ACKNOWLEDGEMENTS**

STATE OF TEXAS )  
COUNTY OF ROCKWALL (  
CITY OF ROCK WALL )

**BEFORE ME**, a notary public in and for said county and state, personally appeared Richard R. Crowley, City Manager of the City of Rockwall, and acknowledged to me that he executed the within and foregoing document as his free and voluntary act and for the uses and purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of September, 2016.

\_\_\_\_\_  
Notary Public, in and for the  
State of Texas

Suntex RHCL Marina, LLC

\_\_\_\_\_  
By: Bryan C. Redmond, Vice President

**ACKNOWLEDGEMENTS**

STATE OF TEXAS )  
COUNTY OF ROCKWALL (  
CITY OF ROCK WALL )

**BEFORE ME**, a notary public in and for said county and state, personally appeared Bryan C. Redmond, Vice President of Suntex RHCL Marina, LLC, and acknowledged to me that he executed the within and foregoing document as his free and voluntary act and for the uses and purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of September, 2016.

\_\_\_\_\_  
Notary Public, in and for the  
State of Texas

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

---

**TO:** Rick Crowley, City Manager  
**FROM:** Mary Smith, Assistant City Manager  
**DATE:** September 14, 2016  
**SUBJECT:** REDC Budget

---

The Rockwall Economic Development Corporation Board approved the attached budget at their Board meeting on September 8, 2016.

The budget is largely unchanged from this fiscal year's base budget. The EDC is completing a detention pond project which is funded from the remaining bond proceeds on hand and available cash. A number of previously contracted incentives are due to be paid in fiscal year 2017. The EDC's unallocated operating reserves will remain \$2.7 million dollars after those payments and operating expenses.

REDC President, Sheri Franza, will be available at the Council meeting to present aspects of the budget and answer any questions.

## SUMMARY OF OPERATIONS

**Fund**

21 Economic Development

	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
Total Revenues	4,864,705	5,151,400	5,535,100	7,898,700
Total Expenditures	10,168,076	6,203,250	6,157,350	8,727,500
Excess Revenues Over (Under) Expenditures	(5,303,371)	(1,051,850)	(622,250)	(828,800)
Net Other Financing Sources (Uses)	-	-	-	-
Net Gain (Loss)	(5,303,371)	(1,051,850)	(622,250)	(828,800)
Fund Balance - Beginning	9,500,621	4,306,698	4,198,315	3,576,065
Fund Balance - Ending	4,198,315	3,254,848	3,576,065	2,747,265

## SUMMARY OF REVENUES

**Fund**

21 Economic Development

71 EDC Administration

Account	Description	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
4150	Sales Tax	4,858,633	4,980,350	5,174,050	5,263,750
4001	Interest Earnings	3,273	2,500	7,000	7,000
4019	Misc. Revenue	-	-	-	-
4020	Interest/Reserve Fund	2,799	1,000	3,500	500
4160	Harbor Tax Rebates	-	167,550	167,550	-
4450	Technology Park Sales	-	-	183,000	2,627,450
<b>Total Revenues</b>		<b>4,864,705</b>	<b>5,151,400</b>	<b>5,535,100</b>	<b>7,898,700</b>

## SUMMARY OF EXPENDITURES

**Fund**

21 Economic Development

	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
REDC Administration	921,939	898,100	880,200	941,200
Promotions & Marketing	231,482	252,500	252,500	255,000
Incentives	2,196,305	2,065,400	2,008,500	3,612,150
Capital Projects	3,418,611	-	382,350	1,349,750
Debt Service	3,399,739	2,987,250	2,633,800	2,569,400
<b>Total Expenditures</b>	<b>10,168,076</b>	<b>6,203,250</b>	<b>6,157,350</b>	<b>8,727,500</b>

Marketing Cap Allowable Carryover per Statute     \$     1,977,384

## DIVISION SUMMARY

<b>Fund</b>	<b>Department</b>	<b>Division</b>
21 Economic Development	70 Economic Development	71 Economic Develop.

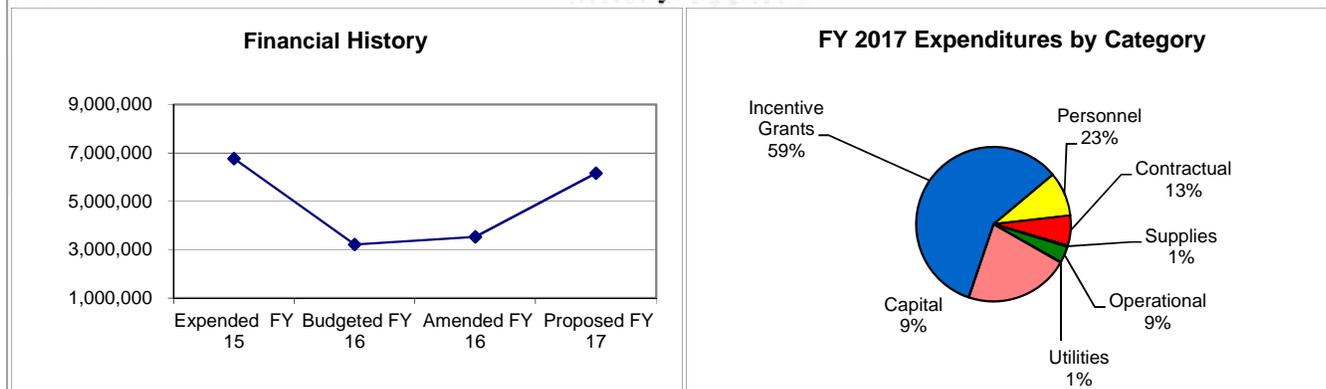
### Expenditure Summary

	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
Personnel	619,452	544,300	544,300	572,050
Contractual	371,425	390,400	390,400	390,400
Supplies	8,919	13,800	13,800	12,300
Operational	143,879	191,600	173,700	213,450
Utilities	9,168	8,500	8,500	6,000
Capital	3,418,611	-	382,350	1,349,750
Incentive Grants	2,196,883	2,067,400	2,010,500	3,614,150
<b>Total</b>	<b>6,768,337</b>	<b>3,216,000</b>	<b>3,523,550</b>	<b>6,158,100</b>

### Personnel Schedule

<u>Position</u>	<u>FY 16 Approved</u>	<u>FY 17 Proposed</u>
Economic Development Corporation President	1	1
Director of Business & Project Development	1	1
Director of Marketing	1	1
Executive Assistant	1	1

### Activity Trends



## ECONOMIC DEVELOPMENT

Fund	Department	Division
21 Economic Development	70 Economic Develop.	71 Economic Develop.

Account Description	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
<b>Personnel</b>				
Salaries - Wages & Incentives	478,855	414,150	414,150	436,700
<b>Total Salaries - Wages Incentives</b>	<b>478,855</b>	<b>414,150</b>	<b>414,150</b>	<b>436,700</b>
120 FICA & Medicare	33,056	31,700	31,700	33,400
122 Retirement	77,882	67,950	67,950	71,450
128 Ins. Unemployment	3,159	2,000	2,000	2,000
224 Workers Comp.	500	500	500	500
230 Health Insurance	26,000	28,000	28,000	28,000
<b>Total Benefits</b>	<b>140,597</b>	<b>130,150</b>	<b>130,150</b>	<b>135,350</b>
<b>Total Personnel Costs</b>	<b>619,452</b>	<b>544,300</b>	<b>544,300</b>	<b>572,050</b>
<b>Contractual</b>				
210 Auditing	1,500	1,500	1,500	1,500
211 Legal	52,059	60,000	60,000	60,000
213 Consulting Fees	54,265	60,000	60,000	60,000
217 IT Services	15,522	13,000	13,000	13,000
223 Insurance - Blanket Surety Bond	100	100	100	100
227 Insurance - Property	1,800	1,800	1,800	1,800
229 Insurance - Liability	500	500	500	500
232 Temporary Labor	-	5,200	5,200	5,200
234 Marketing Expenses	183,955	180,000	180,000	180,000
242 Equipment Rental & Lease	6,781	8,500	8,500	8,500
243 Building Lease	42,943	44,800	44,800	44,800
244 Building Repairs	-	3,000	3,000	3,000
299 Administrative Services	12,000	12,000	12,000	12,000
<b>Total Contractual</b>	<b>371,425</b>	<b>390,400</b>	<b>390,400</b>	<b>390,400</b>

Annual Budget, Economic Development Cont'd

Account Description	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
<b>Supplies</b>				
301 Office Supplies	7,228	6,500	6,500	6,500
307 Postage	903	3,000	3,000	1,500
310 Printing & Binding	771	4,000	4,000	4,000
347 Gen. Maint. Supplies	17	300	300	300
<b>Total Supplies</b>	<b>8,919</b>	<b>13,800</b>	<b>13,800</b>	<b>12,300</b>
<b>Operational</b>				
410 Dues & Subscriptions	284	2,000	2,000	2,000
428 Meeting Expenses - Other	9,165	7,000	7,000	7,000
430 Tuition & Training	1,903	2,500	2,500	4,000
436 Travel	7,309	30,000	30,000	30,000
437 Marketing Conferences	12,803	12,500	12,500	15,000
438 Prospect Visits	27,415	30,000	30,000	30,000
439 Common Area Maintenance-Park	85,000	107,600	89,700	125,450
<b>Total Operational</b>	<b>143,879</b>	<b>191,600</b>	<b>173,700</b>	<b>213,450</b>
<b>Utilities</b>				
507 Telephone	9,168	8,500	8,500	6,000
<b>Total Utilities</b>	<b>9,168</b>	<b>8,500</b>	<b>8,500</b>	<b>6,000</b>
<b>Capital</b>				
612 Computer Equipment	5,403	-	-	-
678 Phase IV Eng/Construction	1,007,050	-	100,000	1,349,750
698 Justin Rd. Extension	2,406,158	-	282,350	-
<b>Total Capital</b>	<b>3,418,611</b>	<b>-</b>	<b>382,350</b>	<b>1,349,750</b>
<b>Incentives</b>				
660 Due Diligence	578	2,000	2,000	2,000
661 Contracted Incentives	2,196,305	2,065,400	2,008,500	3,612,150
<b>Total Incentives</b>	<b>2,196,883</b>	<b>2,067,400</b>	<b>2,010,500</b>	<b>3,614,150</b>
<b>Division Total</b>	<b>6,768,337</b>	<b>3,216,000</b>	<b>3,523,550</b>	<b>6,158,100</b>

## ECONOMIC DEVELOPMENT

<b>Fund</b>	<b>Department</b>	<b>Division</b>
21 Economic Development	70 Economic Develop.	71 Economic Develop.

Account	Description	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
<b>Debt Service</b>					
750	Administration Fees	11,523	4,500	4,500	4,500
752	Principal - Bonds	2,020,000	1,685,000	1,625,000	1,590,000
754	Interest - Bonds	1,368,216	1,297,750	1,004,300	974,900
<b>Total Debt Service</b>		<b>3,399,739</b>	<b>2,987,250</b>	<b>2,633,800</b>	<b>2,569,400</b>

Detail	Principal	Interest
2008-Land Purchase	190,000	235,900
2008-Infrastructure	275,000	22,400
2012-Ref. Bonds (1999)	350,000	21,400
2013- Infrastructure	290,000	269,438
2013 Land Purchase	170,000	205,990
2015 Ref Bonds (2006)	315,000	61,936
2016 Ref Bonds (2008)	-	157,825
	1,590,000	974,889

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Rick Crowley, City Manager  
**FROM:** Mary Smith, Assistant City Manager  
**DATE:** September 18, 2015  
**SUBJECT:** RTPA Budget

---

The Rockwall Technology Park Association Board met Thursday September 18, 2015 to approve the budget for maintenance of the Tech Park. The budget includes a slight increase in the park maintenance budget to reflect more frequent mowing intervals on the former Hitt property and a reserve for irrigation system repairs.

REDC President, Sheri Franza, will be available at the Council meeting to answer any questions about the proposed budget.

## SUMMARY OF OPERATIONS

**Fund**

22 Tech Park Association

	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
Total Revenues	149,584	185,100	187,100	198,100
Total Expenditures	148,056	185,100	187,100	198,100
Excess Revenues Over (Under) Expenditures	1,528	-	-	-
Net Other Financing Sources (Uses)	-	-	-	-
Net Gain (Loss)	1,528	-	-	-
Fund Balance - Beginning	44,248	37,415	45,776	45,776
Fund Balance - Ending	45,776	37,415	45,776	45,776

## SUMMARY OF REVENUES

**Fund**

22 Tech Park Association

RTPA

Account	Description	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
4470	RTP Dues - Tenants	64,574	77,500	77,500	72,650
	REDC Cam Dues	85,000	107,600	109,600	125,450
	<b>Total Revenues</b>	<b>149,584</b>	<b>185,100</b>	<b>187,100</b>	<b>198,100</b>

## DIVISION SUMMARY

<b>Fund</b>	<b>Department</b>	<b>Division</b>
22 Tech Park Association	70 Economic Development	RTPA

### Expenditure Summary

	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
Contractual	121,329	141,300	141,300	154,300
Supplies	8,328	10,300	10,300	10,300
Utilities	18,399	33,500	35,500	33,500
<b>Total</b>	148,056	185,100	187,100	198,100

## ECONOMIC DEVELOPMENT

<b>Fund</b>	<b>Department</b>	<b>Division 75</b>
22 Tech Park Association	70 Economic Develop.	RTPA Developed Phases

Account	Description	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
<b>Contractual</b>					
210	Auditing	500	500	500	500
227	Insurance - Property	900	900	900	900
247	Landscape/Irrig Maint	106,126	110,000	110,000	120,000
299	Administrative Svcs	2,000	2,000	2,000	2,000
<b>Total Contractual</b>		<b>109,526</b>	<b>113,400</b>	<b>113,400</b>	<b>123,400</b>
<b>Supplies</b>					
329	Flag Replacements	8,328	6,000	6,000	9,000
347	Gen. Maint. Supplies	-	1,000	1,000	1,000
<b>Total Supplies</b>		<b>8,328</b>	<b>7,000</b>	<b>7,000</b>	<b>10,000</b>
<b>Utilities</b>					
501	Electric	239	2,000	2,000	3,500
513	Water	13,552	20,000	20,000	30,000
<b>Total Utilities</b>		<b>13,791</b>	<b>22,000</b>	<b>22,000</b>	<b>33,500</b>
<b>Division Total</b>		<b>131,645</b>	<b>142,400</b>	<b>142,400</b>	<b>166,900</b>

## ECONOMIC DEVELOPMENT

<b>Fund</b>	<b>Department</b>	<b>Division 77</b>
22 Tech Park Association	70 Economic Develop.	RTPA Undeveloped Phases

Account	Description	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
<b>Contractual</b>					
227	Insurance - Property	900	900	900	900
247	Landscape/Irrig Main <sup>1</sup> incl. mowing EDC owned lots	10,903	27,000	27,000	30,000
<b>Total Contractual</b>		<b>11,803</b>	<b>27,900</b>	<b>27,900</b>	<b>30,900</b>
<b>Supplies</b>					
329	Flag Replacements	-	3,000	3,000	-
347	Gen. Maint. Supplies	-	300	300	300
<b>Total Supplies</b>		<b>-</b>	<b>3,300</b>	<b>3,300</b>	<b>300</b>
<b>Utilities</b>					
501	Electric	1,699	1,500	1,500	-
513	Water	2,909	10,000	12,000	-
<b>Total Utilities</b>		<b>4,608</b>	<b>11,500</b>	<b>13,500</b>	<b>-</b>
<b>Division Total</b>		<b>16,411</b>	<b>42,700</b>	<b>44,700</b>	<b>31,200</b>

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Rick Crowley, City Manager  
**FROM:** Mary Smith, Assistant City Manager  
**DATE:** September 14, 2016  
**SUBJECT:** Hotel/Motel Funding Recommendation

---

The Hotel / Motel subcommittee comprised of Council members White, Lewis and Milder met to discuss funding requests for budget year 2016-2017. The Council received a notebook including the organization's requests along with their required reporting for this year's funded events. Attached is a summary of the requests with the previous year's allocations to the organizations. This summary also includes the subcommittee recommendations for funding.

### Revenues and Fund Balance

Staff continues to be conservative in the projection of revenues. With that said, revenues increased by 16.6% during the current year and are expected to maintain that level for fiscal year 2017. We expect to receive \$400,000 in hotel tax revenues and to finish fiscal year 2016 with a fund balance of \$175,000. The committee chose to maintain a healthy fund balance in order to allow flexibility in meeting supplemental requests during the year.

### Funding Levels

Funding requests for fiscal year 2016 totaled \$657,789 which is a 47% increase from the current year's requests. Each specific application was discussed and whether they met our stated purposes and the state statute's requirement for "heads in beds". The subcommittee's recommendations for funding are attached. The subcommittee chose funding levels as revenues allowed with most organizations receiving less than they requested due to a lack of sufficient revenues. Specific items which were not funded are noted on the attached spreadsheet as well. An additional funding request is forthcoming from the Texas Crime Prevention Association which is working out details to hold their 2017 conference in Rockwall. Chief Poindexter is an association member and was able to provide preliminary figures on the conference in advance of the application which was sent to Council by email this week. The subcommittee also increased the recommended funding for Founders Day to a greater amount.

### Contract Language/Documentation

Each organization will continue to be required to provide documentation such as a log, guestbook, registration list or other documentation that specifically notes if each person is spending the night in a hotel establishment. The City provides a link which must be included in each printed ad or event website with contact information for the hotels.

Staff will be available at the Council meeting to answer any questions.

## Hotel Occupancy Tax Funding Requests for FY 2017

	2015 Actual	2016 Budget	2017 Request	2017 Event		Council Subcommittee Recommendation
<b>Tourism</b>						
Artist's League	3,500	6,100	9,800	Fine Art Show		3,500
Aspasians	2,000	2,500	-			-
Balloon Festival	-	-	7,750			-
Chamber of Commerce	114,865	94,000	189,358	CVB support & sign		88,665
						funding for: staffing, Visitors brochure and 1/2 Tourism video
<b>Chili Cookoff</b>	-	-	comp space			comp space
Colbert Project	6,700	12,500	55,647	Firefighters Ball		15,000
Disc Golf		2,500	5,000	Disc Golf Tournament		5,000
Duck Regatta	20,000	25,000	30,000	Rubber Duck Race		25,000
Friends of the Library	comp space	comp space	1,000	Christmas Luncheon		comp space
Helping Hands	-	-	20,000	Festival of Trees		5,000
Hilton	-	-	27,484	Various Conventions		27,484
Kiwanis	9,500	9,500	9,500	Tri-Rock Triathlon		9,500
Lone Star CASA	5,000	6,500	15,000	Car Show		6,500
Old Town Shoppes	-	25,000	-			-
Rotary Noon	9,500	10,000	-			-
Sail with Scott	-	16,000	-			-
Soroptimist	2,500	3,000	20,000	Country Fair		3,000
TrendHR	-	5,000	5,000	Human Res Conference		5,000
Pacific Sports	3,000	18,500	18,500	Triathlon		18,500
SubTotals	176,565	236,100	414,039			212,149
<b>Cultural</b>						
Community Playhouse	4,000	5,000	10,350	Various Productions		5,000
Music Fest	12,860	13,000	24,000	Concerts		13,000
Summer Musicals	3,500	4,000	10,000	Various Productions		4,000
SubTotals	20,360	22,000	44,350			22,000
<b>Historical</b>						
Historical Foundation	4,000	4,000	12,500	Rock Wall preservation		12,500
<b>City</b>						
Concert by the Lake	26,773	32,000	38,000			38,000
Downtown Music Series	11,097	12,000	23,000	adding Thurs. night		23,000
Founders Day	62,952	79,500	79,500			100,000
						Increased amount for Headliner band
<b>Crime Prevention Conference</b>	-	-	25,000	2017 Annual Conference		25,000
Mainstreet (Old Town Shoppes)	8,725	17,170	31,400			31,400
Mainstreet Conference	-	15,500	-			-
TAAF Conference	6,917	-	-			-
Memorial Day Concert	4,098	5,000	5,000			5,000
Rib Rub	9,634	10,000	10,000			10,000
Harbor 10th Anniversary	-	15,000	-			-
SubTotals	130,196	186,170	211,900			232,400
<b>Totals</b>	331,121	448,270	682,789			479,049

### Fund Summary

Projected Fund Balance 10-01-16	175,000	
Projected Revenue FY17	400,000	
Less Cultural		22,000
Less City Events		232,400
Less Tourism/Historical		224,649
<b>Sub Total</b>		<b>479,049</b>
<b>Projected Fund Balance 09-30-17</b>		<b>95,951</b>

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Rick Crowley, City Manager  
**FROM:** Mary Smith, Assistant City Manager  
**DATE:** September 14, 2016  
**SUBJECT:** Amending the Fiscal Year 2016 Budget

---

The final General fund budget summary sheets for the fiscal year 2016 amended and fiscal year 2017 proposed budget are included in the Council packet with the budget adoption agenda item. The amended budget was not changed during budget discussions.

**CITY OF ROCKWALL, TEXAS**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE BUDGET OF THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1.** That the budget of the City Council of the City of Rockwall for the fiscal year October 1, 2015, through September 30, 2016, be and the same is hereby amended and such amendments are indicated and shown on **Exhibit "A"** attached hereto and made a part hereof for all purposes.

**Section 2.** This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, this 19th day of September, 2016.**

**ATTEST:**

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

\_\_\_\_\_  
**Kristy Ashberry, City Secretary**

**APPROVED AS TO FORM:**

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

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Rick Crowley, City Manager  
**FROM:** Mary Smith, Assistant City Manager  
**DATE:** September 14, 2016  
**SUBJECT:** Adopting the Fiscal Year 2017 Budget

---

Notebook. It is included by reference only, rather than presented again in its entirety.

### General Fund

The General Fund as adopted will anticipate tax collections based on a 45.43 cent tax rate with expenditures adjusted as discussed at the previous Council meetings.

The budget as included in the Council packet includes funding for Meals on Wheels Senior Services in the amount of \$30,000. Council members White and Lewis have requested a separate vote on this funding from which they will recuse themselves.

If further discussion of any specific appropriation is needed it should take place prior to the vote on the budget ordinance.

### Water – Sewer Fund

The budget as proposed reflected increased sales revenue from a rate increase. The associated rate resolution will be presented to Council shortly with the new rates to be effective on January 1<sup>st</sup>.

### Budget Cover Wording

Senate Bill 656 effective for budgets adopted after September 1, 2013 requires specific wording is included in the adopted budget document. The following statement will appear on the cover of the document and be published on the City's website for one year:

"This budget will raise the same amount of revenue from property taxes as last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$504,907."

Staff proposes Council have the statement read into the record prior to the Council's vote on the ordinance adopting the budget.

CITY OF ROCKWALL

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2017; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE SAID BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Rockwall, Texas has heretofore filed with the City Secretary a proposed General Budget for the City covering the fiscal year aforesaid, and

**WHEREAS**, the governing body of the City has concluded its public hearing on said budget,

**WHEREAS**, in accordance with Section 7.06 of the City Charter, the budget for fiscal year 2016-17 is being adopted in a timely manner,

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

**Section 1.** That said budget for the fiscal year October 1, 2016, through September 30, 2017, be and the same is hereby attached to this ordinance and made a part hereof for all purposes and marked "**Exhibit A**".

**Section 2.** That said budget attached hereto and marked "**Exhibit A**" be, and the same hereby is, approved and adopted by the City Council as the official budget for the City for the fiscal year aforesaid.

**Section 3.** That expenditures during the fiscal year shall be made in accordance with the budget approved by this ordinance unless otherwise amended by a duly enacted ordinance of the city.

**Section 4.** This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, this 19th day of September, 2016.**

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

ATTEST:

\_\_\_\_\_  
Kristy Ashberry, City Secretary

APPROVED AS TO FORM:

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

## SUMMARY OF OPERATIONS

**Fund**

01 General

	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
Total Revenues	31,022,838	31,589,800	32,628,200	34,044,150
Total Operating Expenditures	26,358,333	28,810,600	28,346,200	31,283,550
Capital Reserve Expenditures	900,921	1,203,000	2,029,750	2,091,150
Excess Revenues Over (Under) Expenditures	3,763,584	1,576,200	2,252,250	669,450
Net Other Financing Sources (Uses)	(2,591,500)	(2,816,500)	(3,080,100)	(2,833,500)
Net Gain (Loss)	1,172,084	(1,240,300)	(827,850)	(2,164,050)
Fund Balance - Beginning	10,305,644	10,033,294	11,477,728	10,649,878
Fund Balance - Ending	11,477,728	8,792,994	10,649,878	8,485,828

## SUMMARY OF REVENUES

**Fund**

01 General

Account	Description	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
4100	Current Taxes	8,692,937	9,588,000	9,710,000	10,689,500
4105	Delinquent Taxes	90,779	60,000	60,000	60,000
4110	Penalty & Interest	39,378	60,000	60,000	60,000
<b>Total Property Taxes</b>		<b>8,823,094</b>	<b>9,708,000</b>	<b>9,830,000</b>	<b>10,809,500</b>
4150	Sales Taxes	14,302,831	14,941,000	15,481,000	15,791,200
4155	Beverage Taxes	242,541	210,000	234,000	245,000
<b>Total Sales Taxes</b>		<b>14,545,372</b>	<b>15,151,000</b>	<b>15,715,000</b>	<b>16,036,200</b>
4201	Electrical Franchise	2,191,743	1,725,000	1,775,000	1,795,000
4203	Telephone Franchise	174,095	150,000	150,000	150,000
4205	Gas Franchise	538,099	440,000	437,000	450,000
4207	Cable TV Franchise	805,110	600,000	675,000	775,000
4209	Garbage Franchise	218,454	218,000	225,000	235,000
<b>Total Franchise</b>		<b>3,927,501</b>	<b>3,133,000</b>	<b>3,262,000</b>	<b>3,405,000</b>
4250	Park & Recreation Fees	29,558	35,000	35,000	35,000
4251	Municipal Pool Fees	16,060	17,000	28,000	22,000
4253	Center Rentals	47,499	38,000	39,500	39,500
4255	Harbor Rentals	1,760	10,000	10,000	10,000
4260	Tax Certificate Fees	1,232	250	250	250
4270	Code Enforcement Fees	20,220	5,000	45,000	5,000
4280	Zoning Request Fees	49,106	35,000	40,000	35,000
4283	Construction Inspection	264,468	280,000	400,000	300,000
4295	Fire - Plans	15,115	20,000	13,000	15,000
<b>Total Fees</b>		<b>445,017</b>	<b>440,250</b>	<b>610,750</b>	<b>461,750</b>

Summary of Revenues, Cont'd.

Account	Description	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
4300	Building Permits	984,598	775,000	815,000	800,000
4302	Fence Permits	19,230	20,000	24,000	20,000
4304	Electrical Permits	25,500	30,000	26,000	30,000
4306	Plumbing Permits	42,732	38,000	43,000	40,000
4308	Mechanical Permits	43,207	39,000	45,000	39,000
4310	Daycare Center Permits	2,515	2,000	3,000	3,000
4312	Health Permits	83,645	88,000	88,000	89,550
4314	Sign Permits	20,550	26,000	17,000	26,000
4288	Beverage Permits	6,480	10,000	10,000	10,000
4320	Miscellaneous Permits	47,543	41,000	51,000	45,000
Total Permits		1,276,000	1,069,000	1,122,000	1,102,550
4400	Court Fines	514,590	500,000	500,000	500,000
4402	Court Fees	147,408	165,000	165,000	165,000
4404	Warrant Fees	88,164	90,000	90,000	90,000
4406	Court Deferral Fees	308,552	285,000	285,000	285,000
4408	Animal Registration Fees	6,116	7,000	7,000	7,000
4414	Alarm Fees and Fines	53,601	45,000	45,000	45,000
Total Municipal Court		1,118,431	1,092,000	1,092,000	1,092,000
4001	Interest Earnings	44,697	25,000	35,500	35,500
4007	Sale of Supplies	888	500	900	500
4010	Auction/Scrap Proceeds	42,508	40,000	40,000	40,000
4019	Miscellaneous	26,623	20,000	28,000	20,000
4480	Tower Leases	45,760	70,000	51,000	51,000
4680	Developer Contributions	-	77,000	77,000	104,000
Total Miscellaneous		160,476	232,500	232,400	251,000
4500	Grant Proceeds	76,841	66,000	66,000	86,000
4510	School Patrol	328,436	346,850	346,850	405,000
4520	County Contracts	1,680	1,000	1,000	1,000
4530	City Contracts	319,990	350,200	350,200	394,150
Total Intergovernmental		726,947	764,050	764,050	886,150
Total Revenues		31,022,838	31,589,800	32,628,200	34,044,150

## SUMMARY OF OPERATING TRANSFERS

**Fund**

01 General

	Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
<b>Other Financing Sources</b>				
Operating Transfers In:				
From Water & Sewer	-	-	-	-
From Recreational Development	60,000	60,000	-	-
From Court Security/Tech Fees	30,500	30,500	30,500	25,000
From Recycling Fund	-	-	-	33,000
From Seized Funds	-	-	-	208,500
From Siren Fund	-	-	-	25,000
<b>Total Other Financing Sources</b>	<b>90,500</b>	<b>90,500</b>	<b>30,500</b>	<b>291,500</b>
<b>Other Financing Uses</b>				
Operating Transfers Out:				
To Rec. Dev. Fund	-	-	168,600	-
To Radio Fund	160,000	160,000	160,000	640,000
To Airport Fund	15,000	15,000	15,000	30,000
To Employee Benefit Fund (Ins.)	2,300,000	2,500,000	2,500,000	2,500,000
To Workers Compensation Fund	50,000	75,000	110,000	150,000
To Vehicle Replacement Fund	-	-	-	100,000
To Tech. Replacement Fund	157,000	157,000	157,000	175,000
<b>Total Other Financing Uses</b>	<b>2,682,000</b>	<b>2,907,000</b>	<b>3,110,600</b>	<b>3,595,000</b>
Less Capital Reserve	-	-	-	470,000
<b>Net Other Financing Sources (Uses)</b>	<b>(2,591,500)</b>	<b>(2,816,500)</b>	<b>(3,080,100)</b>	<b>(2,833,500)</b>

## SUMMARY OF EXPENDITURES

**Fund**

01 General

Dept.	Div.		Actual 14-15	Budgeted 15-16	Amended 15-16	Proposed 16-17
10	01	Mayor/Council	116,569	117,450	118,950	124,450
10	05	Administration	1,729,290	1,811,150	1,811,150	1,883,350
10	06	Administrative Services	546,866	555,100	480,100	563,150
10	09	Internal Operations	1,726,056	1,829,650	1,814,650	2,103,000
15	11	Finance	623,300	734,700	655,700	745,100
15	15	Municipal Court	396,406	437,600	418,600	468,400
20	25	Fire Operations	2,738,689	3,355,300	3,322,300	3,371,800
20	29	Fire Marshal	506,482	443,750	442,650	519,200
30	31	Police Administration	1,143,087	996,700	995,700	1,440,650
30	32	Communications	1,079,794	1,196,150	1,151,150	1,215,550
30	33	Patrol	5,119,082	5,598,750	5,597,900	6,138,700
30	34	CID	1,152,703	1,167,450	1,278,450	1,281,450
30	35	Community Services	781,682	950,600	970,600	940,900
30	36	Warrants	189,636	231,250	233,500	237,050
30	37	Records	305,097	426,550	444,550	455,150
40	41	Planning	636,101	606,750	584,850	733,150
40	42	Neighborhood Improv.	410,194	517,850	518,050	532,950
40	43	Building Inspections	678,365	727,650	735,650	749,600
45	45	Parks	2,059,737	2,000,050	2,036,900	2,540,800
45	46	Harbor O&M	398,557	395,650	434,150	499,900
45	47	Recreation	785,010	831,850	859,850	914,200
45	48	Animal Services	610,914	632,650	633,900	712,550
50	53	Engineering	1,067,620	1,122,350	1,130,350	1,138,450
50	59	Streets	2,458,017	3,326,650	3,706,300	3,595,200
			<b>27,259,254</b>	<b>30,013,600</b>	<b>30,375,950</b>	<b>32,904,700</b>
Less Capital Reserve			900,921	1,203,000	2,029,750	1,621,150
<b>Total Operating Expenditures</b>			<b>26,358,333</b>	<b>28,810,600</b>	<b>28,346,200</b>	<b>31,283,550</b>

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Rick Crowley, City Manager  
**FROM:** Mary Smith, Assistant City Manager  
**DATE:** September 14, 2016  
**SUBJECT:** Tax Rate Adoption

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The Council agenda for Monday September 19, 2016 includes the ordinance to adopt the Ad Valorem tax rate of 45.43 cents per one hundred dollars of assessed value. Specific language in the motion is not required this year since we are adopting the Effective tax rate.

CITY OF ROCKWALL, TEXAS

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE YEAR 2016 AT A RATE OF \$.4543 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2016 TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES, TOGETHER WITH PENALTIES AND INTEREST; APPROVING THE 2016 TAX ROLL; PROVIDING FOR EXEMPTIONS OF PERSONS OVER SIXTY-FIVE (65) YEARS; PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** That there be and is hereby levied for the year 2016 on all taxable property, real, personal and mixed, situated within the limits of the City of Rockwall, Texas, and not exempt by the Constitution of the state and valid State Laws, a tax of \$.4543 on each **ONE HUNDRED DOLLARS** (\$100.00) assessed value of taxable property and shall be apportioned and distributed as follows:

- a. For the purpose of defraying the current expenses of municipal government of the City, a tax of \$.2386 each ONE HUNDRED DOLLARS (\$100.00) assessed value of all taxable property.
- b. For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the City not otherwise provided for, a tax of \$.2157 each ONE HUNDRED DOLLARS (\$100.00) assessed value of all taxable property, within the city which shall be applied to the payment of such interest and maturities of all outstanding bonds.

**Section 2.** That all ad valorem taxes shall become due and payable on October 1, 2016, and all ad valorem taxes for the year shall become delinquent after January 31, 2017. If any person fails to pay the ad valorem taxes on or before the 31<sup>st</sup> of January, 2017, the following penalties shall be payable thereon, to wit:

During the month of February, six percent (6%); during the month of March, seven percent (7%); during the month of April, eight percent (8%); during the month of May, nine percent (9%); during the month of June, ten percent (10%); and on or after the first day of July, twelve percent (12%).

**Section 3.** Taxes are payable in Rockwall, Texas, at the office of the designated Tax Collector. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

**Section 4.** All delinquent taxes shall bear the maximum rate of interest per annum as provided by law, in addition to the penalties provided herein.

**Section 5.** All taxes for the year 2016 which remain delinquent on July 1, 2017 shall incur an additional penalty of twenty percent (20%) of the amount of taxes, penalty and interest due to defray cost of collection.

**Section 6.** That pursuant to Article VIII-1b of the Constitution of Texas, \$60,000 of the appraised value of residence homesteads of any married or unmarried persons, including those living alone, who were sixty-five (65) years of age or older on January 1, 2005, shall be exempt from ad valorem taxes.

**Section 7.** This ordinance is enacted in order to authorize the collection of ad valorem taxes for the year 2016 and shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, this 19th day of September, 2016.**

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

**ATTEST:**

\_\_\_\_\_  
**Kristy Ashberry, City Secretary**

**APPROVED AS TO FORM:**

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

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**MEMORANDUM**

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

**FROM: Kristy Cole, City Secretary**

**DATE: September 9, 2016**

**SUBJECT: Recommendations re: appointments to the Youth Advisory Council (YAC)**

This year, applications for YAC were solicited via our website and social media pages, word-of-mouth, and by reaching out to a few teachers. An interview panel consisting of myself, Councilmembers White and Fowler (YAC liaisons), and two existing YAC students (Caleb Davis and Bethany Villalobos) conducted interviews with the fifteen (15) applicants on Thursday, September. 8. The panel is recommending that the following students be considered by the City Council for appointment to the 2016-17 Youth Advisory Council:

1	Re-appointment	Sophomore (HmSch)	Caleb	Davis
2	Re-appointment	Junior (RHS)	Bethany	Villalobos
3	Re-appointment	Senior (RHS)	Reid	Rakow
4	NEW appointment	Freshman (HmSch)	Mary Claire	Weible
5	NEW appointment	Senior (HmSch)	Kelsey	Franks
6	NEW appointment	Junior (HCA)	Jonathan	Naylor
7	NEW appointment	Junior (RHS)	Thomas	Milder
8	NEW appointment	Sophomore (RHS)	Emily	Williams
9	NEW appointment	Junior (RHS)	Molly Kate	Evans
10	NEW appointment	Junior (RHS)	Aidan	Culp
11	NEW appointment	Sophomore (RHS)	Emily	Henry
12	NEW appointment	Senior (RHHS)	Christian	Giadolor
13	NEW appointment	Sophomore (RHS)	Natalie	Newhouse

Please know that Caleb Davis is a Fate resident, and the City of Fate has agreed to financially sponsor Caleb's participation for the 2016-17 school year (at \$250.00). Also, Christian Giadolor is a McLendon Chisholm resident, and his city manager has also given indication that McLendon Chisholm is willing to sponsor Christian to participate (also at \$250.00). I am happy to answer any questions the council may have and provide additional information on any of the applicants if the Council so desires.

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

## MEMORANDUM

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**TO:** City Council  
**FROM:** Joey Boyd, Director of Internal Operations  
**DATE:** September 13, 2016  
**SUBJECT:** Amendment to FBO Agreement at Ralph M. Hall /  
Rockwall Municipal Airport

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As part of the budget discussion, the City Council approved \$25,000 to supplement Texas Air Center's operational needs at the airport; and to relieve Todd Parks of the requirement to provide an aircraft for flight school operations, rental and/or chartering.

Attached is an amendment to the FBO agreement between the City and Texas Air Center that reflects those changes. An additional key point of the agreement is that the original agreement end date is extended from March 31, 2017 to September 30, 2017 so that it will parallel the City's fiscal year. A copy of the original agreement is attached for reference.

The City Council is asked to authorize the City Manager to execute the amendment to the FBO Management Agreement on behalf of the City of Rockwall.

STATE OF TEXAS

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§

KNOW ALL BY THESE PRESENTS:

COUNTY OF ROCKWALL

**AMENDMENT #1 TO FIXED BASE OPERATOR MANAGEMENT  
AGREEMENT AND GROUND LEASE**

This Amendment #1 of the Fixed Based Operator Agreement ("Agreement") is between Todd Parks of Texas Air Center ("TAC") a private company and the CITY OF ROCKWALL, Texas ("CITY") a political sub-division of the state of Texas and each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their designated representatives.

**WHEREAS**, the City and TAC entered into an Agreement with an Effective Date of April 1, 2014, to Fixed Based Operator services at Ralph M. Hall / Rockwall Municipal Airport;

**NOW, THEREFORE**, for and in consideration of mutual covenants and agreements contained herein, the parties hereby agree to the Amendment #1 to the Fixed Based Operator Agreement between the City of Rockwall and Texas Air Center / Todd Parks for the following changes:

1. The City will supplement airport operations in the amount of \$25,000 for the 2017 fiscal year;
2. **Section 1 A** of the original Agreement is amended to extend the end date from March 31, 2017 to September 30, 2017;
3. **Section 4** of the original Agreement is amended to relieve Texas Air Center of any requirements to provide an aircraft for flight school operations, private rental, or charter;
4. The Amendments listed in paragraphs 1 – 3 are the only changes to the original Agreement and all other provisions of the original Agreement shall remain in full force;
5. This Amendment shall become effective upon execution by both Texas Air Center and the CITY;

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

City of Rockwall a Home Rule Municipality  
and Political Subdivision of the State of  
Texas

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

\_\_\_\_\_  
Todd Parks  
FBO

Approved as to Form:

\_\_\_\_\_  
City Attorney

Attest: \_\_\_\_\_  
Kristy Ashberry  
City Secretary

STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF ROCKWALL

**FIXED BASE OPERATOR MANAGEMENT AGREEMENT AND GROUND LEASE**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Rockwall, hereinafter referred to as the “City,” owner of the Ralph M. Hall / Rockwall Municipal Airport, hereinafter referred to as “Airport” and Texas Air Center LLC (a Texas Limited Liability Corporation), hereinafter referred to as “FBO” who covenant and agree as follows:

**WHEREAS**, City and FBO are committed to the proper operation, improvement, and continued development of the Airport and in providing good, efficient, and friendly service at the Airport; and

**WHEREAS**, FBO represents and has provided sufficient proof that it has the qualifications, experience, and ability to perform the functions of Airport FBO; and

**WHEREAS**, City and FBO desire to enter into a contractual agreement allowing the FBO to oversee the daily operation of the Airport under the direction of the City;

**NOW THEREFORE**, in consideration of the terms and conditions listed herein, City grants to FBO the title and office of “Airport FBO” along with the appropriate duties, responsibilities, and obligations entered herein.

**DEFINITIONS**

Airport - means the area known as the Ralph M. Hall / Rockwall Municipal Airport being provided as the lease area in this contract, shown in **Exhibit A**, attached hereto and incorporated herein by this reference.

City - means the City of Rockwall, City Council, City Manager, or his designee

City Manager – means the City Manager of the City of Rockwall or his designee

Fixed Base Operator – is a person, firm, or corporation performing any of the functions or furnishing any of the services listed herein. No person, firm, or corporation may act in the capacity of an FBO without a valid contract with the City of Rockwall, Texas authorizing such activity at the Airport.

Operating Revenues - shall be defined as fuel sale revenues, tie-down rentals, hangar and facility rentals. All Airport operating revenues shall become the property of the FBO save and except ad valorem and sales tax revenues generated thereupon.

## SECTION 1. TERMS

- A. Term – This agreement shall be for three (3) years, beginning on the 1st day of April 2014, and expiring at 12:01 AM local time on the 31<sup>st</sup> day of March 2017. The FBO shall notify the City in writing a minimum of ninety (90) days prior to the expiration of any term as to whether or not the FBO desires to request approval of an extension.
- B. Lease – FBO is granted the exclusive lease of the Airport grounds as shown in **Exhibit “A”** hereto which is incorporated herein by reference as if fully copied and set forth at length. Area adjacent and connected by taxiway to private property owned by David Block as described in **Exhibit “B”** is excluded from the exclusive lease in accordance with “Through-the-Fence Agreement” executed between the City of Rockwall and David Block in May 2008. FBO may also be granted rights to the area described in **Exhibit “B”** if David Block elects not to provide services contemplated under the terms of this Agreement. FBO agrees to lease the equipment described in **Exhibit “C”** hereto during the term of the lease at the rates specified therein.
- C. Through-the-Fence Operations – Through-the-fence operations are agreements that permit access to the public landing area to owners of aircraft based on land adjacent to, but not a part of, the airport property. These TTFs must be approved by the City Council, TXDOT Aviation and the FAA. Since the City has an obligation to administer these contracts and ensure compliance with all federal rules and regulations, all existing and future TTFs and its revenue will belong to the City.
- D. City agrees to transfer 5.5% of its revenue generated from land lease agreement on the west side of the Airport to FBO to help with personnel costs associated with the operations of the airport, seasonal fluctuation in fuel sales, and for monitoring compliance with land lease agreement on the City’s behalf. The City will receive any remaining percentage of the revenue derived for the life of the land lease agreement.
- E. In consideration of the rights granted herein, FBO agrees to pay a fuel flowage fee of ten cents (.10) per gallon of fuel sold and five (5%) percent franchise fee on the gross revenues derived from all facility rentals. All franchise fees shall be without deduction or offset and shall be secured by a priority lien upon FBO’s Airport Operating Revenue. FBO shall at City’s request execute such documents as may be required evidencing the priority lien. Franchise fees are due monthly on the fifth (5th) day of the calendar month following the month in which the “Operating Revenues” are due and or paid and shall include an automatic ten (10%) late fee if not paid by the 10<sup>th</sup> day thereafter. Timely payment of the franchise fee shall be a condition to the continued operation of the Agreement. The failure to pay all such fees when due shall constitute a basis for the termination hereof. FBO agrees to pay reasonable attorneys fees and cost associated with the collection of the Franchise Fees provided for herein.
- F. City shall have access to FBO’s books and records related to defined revenues upon 5 days notice during any term hereof for the sole purposes of conducting an audit by the City. FBO shall provide written financial and operational reports pertaining to operating revenues to City’s Director of Finance on the form attached as **Exhibit “D”** hereto as requested.

- G. FBO agrees to provide annual report detailing pertinent activities, expenditures, and revenues related to airport operations. The City may require such other and further reports from FBO as it deems reasonably necessary. FBO shall cooperate with City in providing all reports as requested.
- H. FBO agrees to provide the items identified in the Request for Proposals and financial information provided as part of the selection process, attached as **Exhibit E**, hereto during any term of the agreement. If there are any discrepancies between the contract and Exhibit E, the terms of the stricter provision shall exclusively control.

## **SECTION 2. CITY'S OBLIGATIONS**

City shall provide an airport budget which will include funds for maintenance not required of FBO. City duties and responsibilities shall include the following non-exclusive list:

- i. Utilities – electric, water/wastewater service, and propane
- ii. Facilities Maintenance – HVAC system and roof on the terminal building, major repairs or improvements to the maintenance facility, and repairs and improvements to hangars necessary to provide a safe and usable structure. The City will work with FBO to identify major repair items to submit for funding as part of the annual operating budget approval process.
- iii. Asphalt maintenance and repair on roads, taxiways, and runway
- iv. Annual herbicide and asphalt sweeping service as needed at the request of the FBO
- v. Automated Weather Observation System Maintenance and Data Service
- vi. Garbage Collection Services
- vii. Mowing services, landscape, entry signage, and irrigation maintenance
- viii. Maintaining fire hydrants
- ix. Fencing – The City shall be responsible for maintaining the Airport's perimeter fencing.
- x. City will bear the cost of any fuel tank and fuel line modifications required by current and future EPA or TCEQ regulations. City shall also bear the costs of annual fuel tank testing and permitting required, inventory maintenance, and pump maintenance and operation.
- xi. Maintenance and repair of mobile fueling trucks, underground storage tanks, fuel dispensing equipment identified in annual inspections.
- xii. The upkeep and maintenance of all City airport equipment. This shall include replacing defective runway, taxiway, beacon, hangar and hazard lights and airport signs, arranging for repairs to any visual or navigational aids and wind socks.

## **SECTION 3. OFFICE AND DUTY HOURS**

- A. The FBO shall establish an office at the Airport.
- B. Hours – the FBO shall be on duty between the hours of 7 AM and 7 PM, 7 days per week, Monday through Sunday and designate an emergency contact for all matters outside of normal operating hours. Reasonable efforts shall be taken for the FBO to be physically present at the Airport during duty hours and in the event the FBO cannot be at the Airport, FBO shall provide coverage by competent trained and as necessary appropriately licensed personnel.

#### **SECTION 4. DUTIES AND RESPONSIBILITIES OF FBO**

The FBO shall be responsible for the daily operation and facilitating all maintenance. FBO shall pay all personnel related costs associated with the Airport and all operating expenses. FBO duties and responsibilities shall include the following non-exclusive list:

- i. Point of Contact – The FBO shall be the point of contact for all airport business, save and except pertaining to grants and/or loans and through-the-fence operations by the FAA, the State of Texas and TXDOT unless so granted under a separate contract.
- ii. Collection of Rents – The FBO shall collect all rents and fees for use of the Airport including hangar rents, tie down fees, fuel flowage fees, Fixed Base Operator (FBO) lease payments, and any other rents or fees arising from the Airport, save and except Federal, State, County, City and/or other organization's grants or loans. The FBO shall keep accurate records of such collections and provide such records to the City on a monthly basis.
- iii. FBO shall provide the following services, support, and amenities:
  - a) Purchase and dispensing of aircraft fuel (100LL & Jet A), oil, and lubricants
  - b) Hangar management, subleasing of hangars and tie-down spaces, and perform minor maintenance to the terminal, maintenance facility, and hangars as may be needed due to normal daily use of the facilities.
  - c) Employment of the appropriate number of properly trained and/or certified personnel to provide satisfactory FBO services, such as fueling and line service, etc.
  - d) Minimum hours of operation: 12 hours per day, 7 days per week, or an acceptable alternative that may be considered by the City.
  - e) Aircraft marshalling, parking, and tie-down, including ropes, chains, and other restraining devices
  - f) Oxygen, nitrogen, and compressed air services
  - g) Courtesy transportation and/or ground transportation arrangement
  - h) Provide subcontractor lease space for flight training services and ground school and show proof of appropriate certifications to provide this service
  - i) Provide or subcontract for airframe and power plant maintenance and repair services and show proof of appropriate certifications to provide this service
  - j) Operate and maintain a pilot and passenger lounge with restrooms and vending machines
  - k) Phone, Internet, Credit Card equipment and services
  - l) Weather computer station
  - m) All equipment necessary to file flight plans
  - n) Miscellaneous retail products (pilot supplies, promotional items, etc.)
  - o) All other products and services not specifically listed herein must be submitted to the City for review, consideration, and approval.

The FBO may also provide any of the optional aeronautical services:

- a) Aircraft rental
- b) Aircraft sales
- c) Avionics repair

- d) Specialized maintenance, (such as upholstery, radio, instrument repair, etc.)
- iv. Other Fuel Sales. The City and the FBO hereby agree to prohibit access to the airport by any business that sells aviation fuel outside of the airport property except fuel service truck delivering fuel to supply fuel for private use by facilities operating off of the airport property. It is mutually understood by both parties that state law provides that the City which has contractually extended its fuel sales function to an FBO may not prohibit the sale of fuel by other businesses located on the airport, if reasonable conditions set forth by the City are met.
- v. FBO shall conspicuously post prices for all Airport services in the terminal building. The rates or charges for any and all products and services shall be determined by the FBO and be reasonable and be equally and fairly applied to all users of the products and services.
- vi. FBO Maintenance of Airport - FBO shall keep all Airport grounds in operational condition and in keeping with all applicable Federal, State and local laws, rules, regulations, orders and guidelines including but not limited to those of the Federal Aviation Administration ("FAA") and the Texas Department of Transportation ("TXDOT"). FBO shall see to all Airport grounds and building upkeep and maintenance in accordance with industry standards for FBO(s) in the North Texas area.

FBO shall maintain the interior and exterior of all facilities in good working order, to include electrical, mechanical, plumbing, floors, interior and exterior walls, doors, windows, furniture, permanent fixtures, and exterior lighting necessary to present a positive image to customers.

FBO shall maintain all hangars, and overhead doors and door operating systems.

FBO shall supply, install, and maintain hand-held fire extinguishers in the interior of all buildings, aircraft shops, fuel storage, and fuel dispensing areas, including both mobile fueling vehicles.

FBO shall perform minor maintenance on the mobile fuel trucks, fuel storage, and dispensing equipment as may be needed due to normal daily use of the equipment.

FBO will not permit any action on the Airport that has an adverse effect, or interferes with the proper function of any drainage system, sanitary sewer system, or any facility provided for the operation or protection of the Airport.

- vii. Property – The FBO shall be responsible for the upkeep of any City-owned buildings at the Airport. FBO shall be responsible for collection of trash and for such other maintenance requirements as may arise. FBO agrees to keep the premises, together with all improvements in a safe, clean, and attractive condition at all times.
- viii. Taxes, Fees, Insurance, and Bond – The FBO shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall the City be liable for or be required to pay any tax or fee owed by the FBO. The City shall provide

insurance for all City owned real property located at the Airport under the City's policy which shall be for the sole benefit and protection of the City. The FBO shall be required to provide the following insurance coverage naming the City as an additional insured other than for worker's compensation:

- a. Comprehensive General Liability (CGL) \$1,000,000/ \$1,000,000
- b. Product Liability \$1,000,000/ \$1,000,000
- c. Workers Compensation Statutory
- d. Hangar Keeper Liability \$1,000,000/\$1,000,000
- e. Automobile Liability \$1,000,000 combined single limit

FBO shall provide certificates of insurance on an annual or semi-annual basis which shall include blanket waivers of subrogation.

- ix. Notifications – The FBO shall be responsible for issuing and canceling any required notices to the FAA, State, or local authorities pertaining to airport operations or safety. However, nothing herein shall prevent the City from issuing or cancelling its own notifications as necessary.
- x. The FBO shall not use the Airport property nor permit the Airport property to be used for any illegal or unauthorized purpose. FBO may not maintain nor shall it allow any tenant or other person to maintain any type of residence, apartment, temporary living quarters or the like for residential purposes. FBO agrees not to utilize areas on the premises which are located on the outside of the Terminal Building, hangar area, or maintenance shop for storage of permanently disabled aircraft, aircraft parts, automobiles, or vehicles of any type, or any other excess equipment or items which would distract from the appearance of the premises without the written approval of the City.
- xi. Airport Improvements made by FBO, any tenant or other person or entity shall at all times be the property of the City subject to the leasehold rights granted herein. Unless agreed to by the City Manager or designee, All improvements made by the FBO or tenant to the airport shall become property of the City and neither FBO, nor any tenant, other person or entity shall be entitled to any payment from City for such improvement. Nor shall such improvement be removed from the Airport premises at any time including but not limited to upon the termination of the lease unless otherwise approved in writing by the City.
- xii. FBO will be required to obtain and keep current any training and/or certifications required by the EPA and/or the TCEQ necessary to dispense fuel directly to consumers and as it relates to all operations of the Airport, and agrees to cooperate with the City on any current or future program which obligates the City to comply with Federal, State, or Local regulations.
- xiii. City shall have the right to enter the Terminal Building, hangar areas, and all other areas of the airport open to all other airport customers during normal business hours for the purpose of making periodic inspections of all landside and airside facilities. In the event of emergency, the City shall also have the right to take such action as may be required for the protection of persons and/or property.
- xiv. FBO shall require each person owning an aircraft based at the Airport to register at the

office of the FBO their name, address, telephone number, aircraft model, aircraft registration "N" number, and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

- xv. FBO agrees to cooperate fully with the Rockwall Central Appraisal District and respond in a timely manner to any legal requests for information made to the FBO by the RCAD.
- xvi. FBO agrees to cooperate with and attend meetings of the Airport Advisory Board if such a board is created in the future.
- xvii. FBO shall not permit domestic animals at the Airport unless the animal is, and remains, restrained by a leash or is properly confined.
- xviii. FBO shall not permit model aircraft not capable of carrying a person to operate, take off or be launched from, flown over or land at the Airport.
- xix. FBO shall research and be knowledgeable about rules and regulations of the FAA and TXDOT Aviation Division regarding Airports that are federally obligated and agree to abide by grant assurances of the FAA and TXDOT.
- xx. The City of Rockwall participates in both the Routine Airport Maintenance Program (RAMP) and the Non-Primary Entitlement (NPE) grant programs with TXDOT Aviation and the FAA. FBO agrees to cooperate with the City to accomplish capital projects to improve the Airport.
- xxi. FBO agrees to adhere to the Transportation Security Administration guidelines for security at the Airport. FBO shall control the Airport so as to prevent unauthorized access to the airside. The City reserves the future right to install security devices in or on the Airport as it deems necessary at the City's cost. FBO further agrees to secure all Airport facilities in the appropriate manner after normal business hours and control access to those that are employees and /or subcontracted instructors of the Airport. FBO agrees to properly secure all financial information of its own operation and that of its customers.
- xxii. Other duties and responsibilities as required and/or agreed upon by City and FBO.
- xxiii. FBO shall in its operations and activities relative to this Agreement and Lease, shall at all times be subject to a continuing duty to abide by all federal, state, and local laws including all applicable amendments thereto.

#### **SECTION 5. SUBLEASE, ASSIGNMENT, OR SALE**

The FBO shall not assign, sell, or unilaterally transfer this contract agreement or any right hereunder to any person, corporation, or association without specific approval of the City of Rockwall. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the City, for the City to immediately terminate this contract agreement.

FBO may sublease office space and excess shop space without consent of the City as long as subleased space is used for aviation related businesses.

## **SECTION 6. TERMINATION**

a. Should the FBO be declared bankrupt, incompetent, or become deceased, this contract agreement shall immediately terminate and shall not be considered as part of the FBO's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event the FBO fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for 10 consecutive days, or violates any of the terms and conditions of this contract agreement, the City has the right with ten (10) days written notice, which notice may be extended by the City Manager to thirty (30) days, to terminate this contract agreement and retake possession of any Airport property leased to or under the control of the FBO.

b. At the termination of this contract in any manner provided for herein, FBO shall peaceably vacate the premises and any furniture or other equipment entrusted to the FBO shall be returned to the City in the same condition as it was when issued, normal wear excluded. Should the FBO be in default of any monies owed to the City, the City may take possession of any personal property owned by the FBO and located at the Airport and hold same until the monetary default is settled. In such case that the FBO cannot or will not settle any claims against it and owed to the City. City may liquidate any personal property seized in any manner permitted by Chapter 93 Texas Property Code. The FBO shall be liable for any and all expenses incurred by the City in such action. And, nothing contained herein shall ever relieve FBO of its obligation to pay unpaid or delinquent Franchise Fees as otherwise provided herein.

## **SECTION 7. MISCELLANEOUS**

a. This contract agreement embraces the entire Airport FBO's Agreement between the parties hereto and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced, except that this contract agreement may be modified by written addendum hereto attached signed by all parties and subject at all times to the approval by the City's governing body.

b. For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.

c. The "Section" captions and headings are inserted solely for the convenience of reference and are not part nor intended to govern, limit, or aid in the construction of any provision hereof.

d. The parties to this contract agreement hereby acknowledge and agree they are the principals to the contract agreement and have the power, right, and authority to enter into this contact agreement and are not acting as an agent for the benefit of any third party; except that the City is acting on behalf of the City of Rockwall.

e. The contract agreement shall be governed by the laws of the State of Texas and constructed thereunder and any action brought under this contract agreement shall be in the state district courts of Rockwall County, Texas wherein mandatory and exclusive venue shall lie.

**f. FBO AGREES TO DEFEND, SAVE, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, OFFICERS, EMPLOYEES AND ASSIGNS OF AND FROM ANY AND ALL LIABILITIES, EXPENSES, CAUSES OF ACTION, DAMAGES, AND/OR ATTORNEY'S FEES (HEREINAFTER CLAIMS) RESULTING FROM OR AS A RESULT OF ANY OF FBO'S BUSINESSES, OPERATION, OCCUPANCY, OR USE OF THE AIRPORT, OR RESULTING FROM ANY ACT OR OMISSION OF FBO'S AGENTS, SERVANTS, OR EMPLOYEES. AND THIS INDEMNITY AGREEMENT SHALL APPLY AND PROTECT CITY AND ITS AGENTS, SERVANTS, AND EMPLOYEES, EVEN THOUGH IT BE CONTENDED, OR EVEN ESTABLISHED, THAT SAID CITY OR ITS AGENTS, SERVANTS, OR EMPLOYEES WERE NEGLIGENT, OR THAT THEIR CONDUCT OR OMISSION IN ANY WAY CAUSED OR CONTRIBUTED TO SUCH LIABILITY, EXPENSE, CAUSE OF ACTION, DAMAGE, AND/OR ATTORNEY'S FEES; PROVIDED HOWEVER THAT SUCH INDEMNITY SHALL NOT APPLY IN THE EVENT CITY IS SOLELY LIABLE FOR ANY SUCH CLAIMS OR SUCH ARISE AS A RESULT OF CITY'S GROSS NEGLIGENCE OR INTENTIONAL ACTS ALL WITHOUT WAIVING ANY SOVERIGN OR GOVERNMENTAL IMMUNITY AVAILABLE TO CITY OR THE DEFENSES OF THE PARTIES PROVIDED BY TEXAS LAW.**

g. If any section, paragraph, sentence or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement which can be given effect without the illegal or unenforceable section, paragraph, sentence, or phrase and to this end, the provisions of this contract agreement are declared to be severable.

h. By the execution of this FBO agreement and undertaking the obligations provided for herein, City shall never be construed as waiving governmental or sovereign immunities to suit and damages available under Texas law the rights to which are specifically reserved herein to the fullest extent permitted by law and minimally to the extent then and there existing prior to the execution hereof. In reviewing the provisions of this Agreement, every intendment shall be given by a reviewing court to provide the broadest possible immunities unto City authorized by Texas law.

i. It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, neither the FBO nor its subcontractors or tenants shall at any time act as agents of the City; and all consultants or contractors engaged by the FBO, its subcontractors or tenants will be independent contractors. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the FBO under this Agreement.

j. Any notice to be given herein shall be in writing and shall be given by depositing same with the United States Postal Service, postage prepaid, via first class mail and certified, with return receipt requested. Notice required to be given herein shall be addressed as follows:

TO CITY:

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

TO FBO:

Todd Parks  
Texas Air Center LLC

---

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k. If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation before resorting to litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. All costs of negotiation, mediation, collectively known as alternate dispute resolution (“ADR”) shall be assessed equally between the City and FBO with each party bearing their own costs for attorney’s fees, experts, and other costs of ADR and any ensuing litigation.

**SIGNATURE PAGE**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

City of Rockwall a Home Rule Municipality and  
Political Subdivision of the State of Texas

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

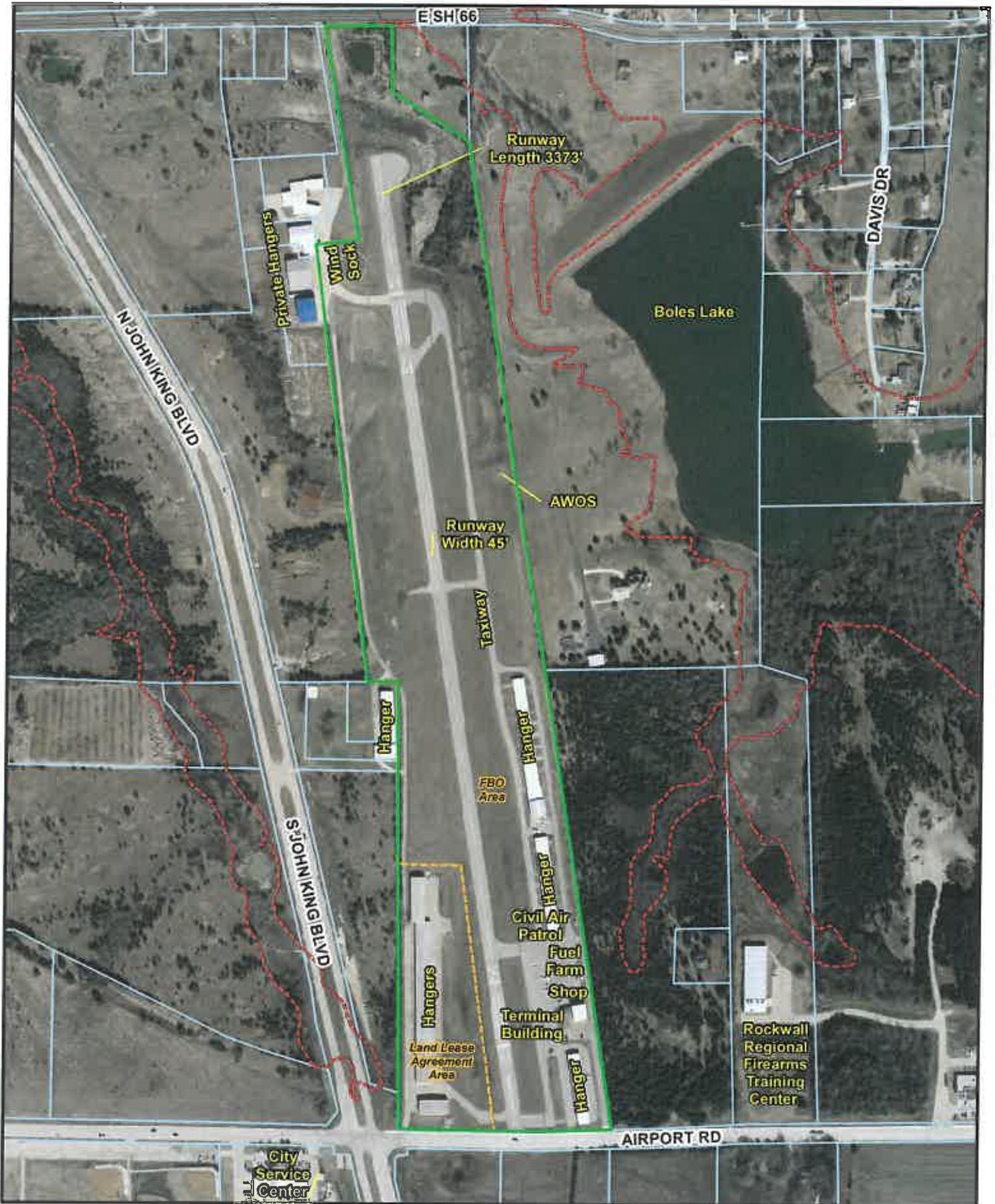
\_\_\_\_\_  
Todd Parks  
FBO

Approved as to Form:

\_\_\_\_\_  
City Attorney

Attest: \_\_\_\_\_  
Kristy Ashberry  
City Secretary

Exhibit "A"  
Aerial map of Airport Property



**City of  
Rockwall**

0 100 200 300 400 500  
Feet

FEBRUARY 5, 2014



**Legend**

- 100 Yr Flood Plain
- Parcel Lines

**RALPH M HALL - ROCKWALL  
MUNICIPAL AIRPORT**

**266**

Exhibit "B"  
Leased Taxiway Access Area

## Through The Fence Agreement

This agreement is for through-the-fence taxiway access from private property to the Rockwall Municipal Airport.

STATE OF TEXAS                    )  
  )  
CITY OF ROCKWALL                )            KNOW ALL PERSONS BY THESE PRESENTS:

This agreement is entered into this 6 day of May, 2008, between the City of Rockwall, hereinafter referred to as the "Lessor" and is the owner of the Rockwall Municipal Airport, hereinafter referred to as "Airport" and David Block and/or his assignee (a corporation, partnership, or sole proprietor), hereinafter referred to as "Lessee" who covenant and agree as follows:

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain taxiway access;

NOW THEREFORE, in consideration of the terms, considerations, and privileges listed herein, Lessor and Lessee covenant and agree as follows:

### Definitions.

*Taxiway Access* - means an aircraft taxiway, further described and defined below as the Land, located on private property owned by Lessor adjacent to the Rockwall Municipal Airport that connects or feeds into a taxiway on the Airport and that is constructed for or intended use for the principal purpose of allowing aircraft to taxi between the Airport and one or more private properties off site, and is approved as an access taxiway by the City of Rockwall.

*Airport* - means the area known as the Ralph Hall, Rockwall Municipal Airport.

### **Section 1.            Leased Area**

A. Land – Lessor does hereby lease to Lessee, effective on the date above stated, the land more particularly described as follows:

Rockwall Municipal Airport property adjacent and connected by taxiway to private property owned by David Block as defined by legal description on Exhibit A which is attached hereto and incorporated herein, and hereinafter referred to as the "Land" and

located on the Airport. Lessee hereby leases the said Land from the Lessor subject to the terms, considerations, and privileges stated herein.

**Section 2. Term**

This agreement shall be for the term of thirty (30) years, and may be extended after the initial term upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding 30 (thirty) year lease term; provided that the term of the lease shall be extended for the period of time elapsed between the date of the execution of this lease and the date when Lessee receives a Certificate of Occupancy Date as defined below:

**Section 3. Consideration**

A. In consideration for the lease of the Land as referenced herein, Lessor acknowledges the substantial paving improvements constructed by or in connection with Lessee on or adjacent to the Airport and further Lessee hereby agrees to pay monthly the sum of \$50.00. The initial payment shall be due within five (5) days of the date Lessee receives a Certificate of Occupancy on the new hanger to be constructed by Lessee on Lessee's property adjacent to the taxiway access ("Certificate of Occupancy Date"), and thereafter shall be due on the anniversary of such date during the term of this contract plus any extensions thereto.

B. Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor only upon thirty (30) days advance written notice by Lessor to Lessee prior to the end of any Adjustment Period (as defined below) and according to the following terms and on the following dates ("Adjustment Period"): first on the date ten (10) years after the Effective Date of this agreement and thereafter at five (5) year intervals calculated from such date throughout the term of the lease; provided any adjustment shall not cause the aggregate lease payment amount over an entire Adjustment Period to increase by more than \$175 more than the aggregate lease payment amount for the prior Adjustment Period.

C. All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Rockwall, Texas by mail or delivery.

D. In the event Lessee fails to remit any payments when the same are due, interest at the rate of 5% shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than 60 days, this lease may be terminated by Lessor as further defined in Section 7. – Termination.

E. Lessee agrees that he will at all times refrain from littering on or wasting the premises of the taxiway access and will not place trash, litter, junked automobiles, or scrap aircraft parts on the taxiway access. Lessee shall abide by all applicable rules and recommendations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or

oil on the Land. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport on the Land. Should Lessee fail to keep the leased area free of hazards caused or created by Lessee, Lessor may, after 30 days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup, to the extent caused or created by Lessee, shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease as provided herein.

F. Taxes, Fees, Insurance, and Bond – Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee, nor shall Lessee be liable for taxes or fees relating to the Land or Airport. Lessee should provide his own insurance coverage for any personal property located in or on the leased area.

G. All improvements made by the Lessee on the Airport property shall become property of the City of Rockwall at the time of expiration or termination of this agreement unless otherwise approved in writing by the City Manager. The City shall not be required to pay the Lessee for any such improvements made unless specifically stated in writing by the City Manager.

#### **Section 4. Permitted Use**

All uses otherwise permitted by existing zoning ordinances within the boundaries of the existing Airport Overlay District and as it may be amended in the future, except where there is a conflict between the Airport Overlay District and existing zoning ordinances. Where the provisions of the Airport Overlay District are more restrictive, the provisions of the Airport Overlay District shall govern.

#### **Section 5. Restricted Use**

A. Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on the taxiway access except as generally allowed for and/or associated with the uses of the Land and Airport authorized herein without the written consent of Lessor.

B. Lessee agrees not to make any additions or modifications to the taxiway access except agreed upon by both parties in writing. In the case of such consent and unless agreed to the contrary in writing, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease and any extensions to this lease, shall become the property of the Lessor.

C. Lessee agrees that he will access any and all hangars located on his private property from SH-66 as provided by and in the form of the Access Easement Agreement attached hereto, and not through Airport property. The Access Easement Agreement shall constitute a separate and independent instrument and obligation, shall survive the expiration or termination of this agreement, and shall run with the land owned by Lessee.

## **Section 6. Unrestricted Uses**

The following uses of the Land and Lessee's adjacent property shall be unrestricted by Lessor: personal aeronautical use; flight school training; fly for hire; fuel storage for personal use; purchase, sale and/or lease of aircraft and aeronautical equipment; maintenance on aircraft and/or aeronautical equipment owned, leased or leasing space from lessee; sale or lease of Lessee property and/or improvements; construction, improvement and/or maintenance to the property owned, leased or controlled by Lessee; and all uses not exclusively reserved by and for the benefit of the Fixed Base Operator for the Airport pursuant to the terms of that FBO/Airport Management Agreement dated April 28, 2007 so long as said agreement is in force and effect and is binding on Lessor and after the expiration and/or termination of said FBO/Airport Management Agreement said uses previously exclusively reserved shall also be unrestricted uses hereunder.

## **Section 7. Sublease, Assignment, or Sale**

The Lessee may sublease, assign, sell or transfer Lessee's property adjacent to the taxiway access and/or Lessee's rights and obligations hereunder upon 15 days written notice to Lessor and in such case the assignor shall be relieved of liability for the obligations assumed; provided that Lessee may sublease, assign and/or transfer without notice to any entity owned or controlled by Lessee, a family member, an heir, or a trust created for the benefit of an heir or family member. Any sublease, assignment, sale, or transfer contrary to this provision shall be grounds, at the option of the City of Rockwall, for the City of Rockwall to terminate this contract agreement as provided herein.

## **Section 8. Termination**

A. This contract agreement may be terminated prior to its term by Lessor or Lessee if either fails to abide by the material terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Should Lessee be declared bankrupt, this contract agreement shall immediately terminate and shall not be considered as part of Lessee's estate and shall not become an asset of any appointed or assigned trustee, or receiver. In the event Lessee fails to make timely payment as required herein, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for 180 consecutive days, or violates any of the material terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee upon ten (10) days written notice delivered to Lessee; provided that notwithstanding any other provision to the contrary, prior to notice of default and right to termination or exercise of other remedy, Lessor shall deliver written notice to Lessee stating with reasonable particularity the facts supporting the claimed default and actions necessary to cure same and Lessee shall have thirty (30) days opportunity to cure said default. In the event that said default can not reasonably be cured

within said cure period but Lessee is acting with reasonable diligence to accomplish such cure, said cure period shall be extended another thirty (30) days.

B. Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the taxiway access would prevent any proposed development or improvements at the Airport; provided that in determining whether this lease agreement would prevent any proposed development or improvement at the Airport, all development and improvement alternatives shall be taken into consideration; and further provided that in any event this Lease Agreement may not be terminated for the cause outlined in this sentence prior to the thirtieth year after this lease agreement is signed. In the event that termination is authorized by the preceding sentence, this contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan and in a manner consistent with the preceding sentence and upon reasonable written notice given the circumstances and investment of Lessee.

C. This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.

D. At the termination of this contract agreement consistent with the provisions herein, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably surrender this agreement.

#### **Section 9. Hold Harmless**

Lessee agrees to save, hold harmless and indemnify Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from any negligent act or omission of Lessee or Lessee's agents, servants, or employees on the Land as defined herein.

#### **Section 10. Maintenance of Landing Area**

Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport.

**Section 11. Miscellaneous**

- A. This contract agreement and the exhibits referenced herein embraces the entire lease agreement of the parties mentioned herein pertaining to the taxiway access and no statement, remark, agreement, or understanding, either oral or written, not contained herein or in an exhibit hereto shall be recognized or enforced as it pertains to the lease of the taxiway access, except that this contract agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.
- B. For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vice-versa, whenever the context so admits or requires.
- C. The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
- D. The parties to this contract agreement hereby acknowledge and agree that they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party, except that Lessor is acting on behalf of the City of Rockwall.
- E. This contract agreement shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this contract agreement shall be in Rockwall County, Texas.
- F. If any section, paragraph, sentence, or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement and, to this end, the provisions of this contract agreement are declared to be severable.

**Section 12. Notification**

Any notice given by one party to the other in connection with this agreement shall be in writing and shall be delivered (and shall be deemed delivered three days after deposit with the U.S. Mail service with proper postage if sent certified mail, return receipt requested) to:

Lessor:  
Rockwall City Hall  
Attn: City Manager  
385 S. Goliad Street  
Rockwall, Texas 75087

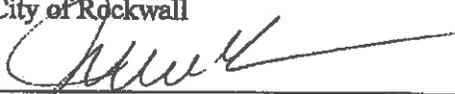
Lessee:  
David Block  
2421 Kathryn Drive  
Heath, Texas 75032

**Section 13. Effective Date**

This agreement is executed by the parties on the dates indicated below to be EFFECTIVE on 6<sup>th</sup> date of May, 2008.

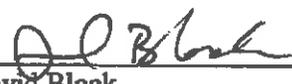
Lessor:

City of Rockwall

  
\_\_\_\_\_  
City Manager

Date: 05-06-2008

Lessee:

  
\_\_\_\_\_  
David Block

Date: 5-6-8

Exhibit A to Through the Fence Agreement

Leased Taxiway Access Area

OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS, the City of Rockwall is the owner of a tract of land in the County of Rockwall, State of Texas, said tract being described as follows:
BEING a tract of land situated in the G.W. Kidlin Survey, Abstract No. 183, and the D. Barr Survey, Abstract No. 102, City of Rockwall County, Texas and also being those tracts recorded in Volume 86, Page 511, Volume 53, Page 47, Volume 81, Page 1 part of those tracts recorded in Volume 53, Page 250 and Volume 61, Page 385, Deed Records of Rockwall County, Texas and more particularly described as follows:

BEGINNING at a point on the North line of Airport Road, said point being on the West line of said tract recorded in Page 47, an iron stake for corner;
THENCE, North, leaving the said North line of Airport Road, a distance of 1521.68 feet to an iron stake for corner;
THENCE, S. 89° 53' 07" W. a distance of 103.24 feet to an iron stake for corner;
THENCE, N. 6° 35' 23" W. a distance of 1525.79 feet to an iron stake for corner;
THENCE, N. 83° 30' 12" E. a distance of 146.10 feet to an iron stake for corner;
THENCE, N. 8° 59' 35" W. a distance of 726.13 feet to a point on the South line of State Highway No. 66, an iron stake for corner;
THENCE, S. 89° 43' 31" E. along the said South line of State Highway No. 66 a distance of 228.48 feet to an iron stake for corner;
THENCE, S. 0° 28' 47" E. leaving the said South line of State Highway No. 66, a distance of 236.50 feet to an iron stake for corner;
THENCE, S. 57° 04' 27" E. a distance of 316.43 feet to an iron stake for corner;
THENCE, S. 8° 01' 32" E. a distance of 1813.36 feet to an iron stake for corner;
THENCE, S. 8° 02' 22" E. a distance of 1604.00 feet to a point on the North line of Airport Road, an iron stake for corner;
THENCE, along the North line of Airport Road the following:
S. 89° 36' 43" W. a distance of 120.00 feet to an iron stake for corner;
N. 87° 34' 33" W. a distance of 806.90 feet to the PLACE OF BEGINNING and containing 47.89 acres of land.

Rockwall Municipal Airport

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, City of Rockwall, being owner does hereby adopt this plat designating the herein above described property as ROCKWALL MUNICIPAL AIRPORT ADDITION, to the City of Rockwall, Rockwall County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown thereon and does hereby reserve the right-of-way and easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same, any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective systems on any of the right-of-way and easement strips; and any public utility shall have the right of ingress and egress to, from and upon the said right-of-way and easement strips for the purpose of construction, reconstruction, patrolling, maintaining and either adding to or removing all or part of their respective systems without the necessity of at any time procuring the permission of anyone. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishments of grades of streets in this addition.

WITNESS my hand at Rockwall, Texas this 11th day of March, 1983. A.D. 1983.

CITY OF ROCKWALL, TEXAS

By Leon Tuttle Mayor

STATE OF TEXAS
COUNTY OF ROCKWALL

Before me, the undersigned Notary Public, in and for the State of Texas, on this day personally appeared Leon Tuttle, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration herein expressed.

GIVEN under my hand and seal of office this 11th day of March, A.D. 1983.

Notary Public for the State of Texas

My Commission Expires 10-17-85

SURVEYORS CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, I, Bob O. Brown, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision.

Bob O. Brown Registered Public Surveyor No. 1744

STATE OF TEXAS
COUNTY OF ROCKWALL

Before me, the undersigned Notary Public, in and for the State of Texas, on this day personally appeared Bob O. Brown, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office this 11th day of March, A.D. 1983.

Notary Public for the State of Texas

My Commission Expires 4-15-80

RECOMMENDED FOR FINAL APPROVAL: City Administrator Date

APPROVED:

**Exhibit B to Through the Fence Agreement**

**Payment Submittal Form**

Date: \_\_\_\_\_

For the month and year of: \_\_\_\_\_

Monthly Payment: \$ \_\_\_\_\_

I certify the information and amount submitted on this form is true and correct.

\_\_\_\_\_  
Signature

**Exhibit C to Through the Fence Agreement**

**Easement Agreement for Access**

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: 5-6, 2008

Grantor: City of Rockwall

Grantor's Mailing Address: 385 S. Goliad  
Rockwall, Rockwall County, Texas 75087

Grantee: David Block and D.V.B. Family Limited Partnership

Grantee's Mailing Address: 2421 Kathryn  
Heath, Rockwall County, Texas 75032

**Dominant Estate Property:** See legal description contained in Exhibit C and depiction in Exhibit B attached hereto and incorporated herein by reference.

**Easement Property:** See legal description contained in Exhibit A and depiction in Exhibit B attached hereto and incorporated herein by reference.

**Easement Purpose:** For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property to and from the existing Rockwall County, Texas road known as Highway 66 as depicted in Exhibit B.

**Consideration:** Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

**Exceptions to Warranty:** Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants and conditions, and other instruments, other than conveyances of the surface fee estate, that affect the Property; provided that no exception shall materially interfere with the Holder's rights of access as provided herein.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's

heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with any part of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own fee simple title to all or any portion of the Dominant Estate Property (as applicable, the "Holder").
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not materially interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance and use does not materially interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes.
4. *Improvement and Maintenance of Easement Property.* Holder has the right to eliminate any encroachments into the Easement Property that prevent Holder access to the Dominant Estate Property as provided herein. Holder must not cause or allow action by Holder or Holder's guests that would cause or contribute to the Easement Property being other than in a neat and clean condition. Grantor has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). If Grantor fails or refuses to make or maintain Road Improvements, Holder may do so upon ten days advance written notice to Grantor and in such case shall have the rights and privileges of Grantor relating thereto. All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Grantor's sole discretion. Grantor has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Grantor or Grantor's assigns and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. On written request by Grantor, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

9. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine

or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

*[Signatures on Following Page]*

GRANTOR:

GRANTEES:

CITY OF ROCKWALL:

D.V.B. FAMILY LIMITED PARTNERSHIP

By: D Block Family L.C.

By: [Signature]  
Its: City Manager

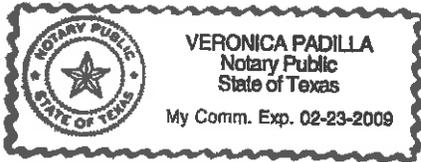
By: [Signature]  
David Block, President & Individually

STATE OF TEXAS

\*  
\*  
\*

COUNTY OF Rockwall

Before me, a Notary Public, on May 6, 2008, personally appeared Julie Couch, City Manager of the City of Rockwall, Texas, known to me to be the person whose name is subscribed hereto, and after first being duly sworn, acknowledged to me that he executed the above Easement Agreement for Access for the purposes and consideration expressed therein and in the capacity therein stated.



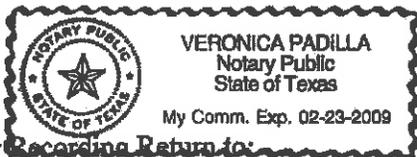
[Signature]  
Notary Public, State of Texas

STATE OF TEXAS

\*  
\*  
\*

COUNTY OF Rockwall

Before me, a Notary Public, on May 6, 2008, personally appeared David Block, known to me to be the person whose name is subscribed hereto, and after first being duly sworn, acknowledged to me that he executed the above Easement Agreement for Access for the purposes and consideration expressed therein and in the capacities therein stated.



[Signature]  
Notary Public, State of Texas

After Recording Return to:

David Block  
2421 Kathryn  
Heath, Texas 75032

EXHIBIT "A" TO EASEMENT AGREEMENT FOR ACCESS

50' INGRESS-EGRESS EASEMENT

CITY OF ROCKWALL

TO

David Block and DVB Family Limited Partnership

BEING a 35,142 square foot ingress and egress easement across a tract or parcel of land situated in the G.W. RIDLIN SURVEY, ABSTRACT NO. 183, City of Rockwall, Rockwall County, Texas, and being across a part of Lot 1, ROCKWALL MUNICIPAL AIRPORT ADDITION, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet B, Slide 47 of the Plat Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a ½" iron rod found for corner at an inner "L" corner of said Lot 1, and being at the southeast corner of a 3.56 acres tract of land as described in a Warranty deed from Charles T. Cody and Mary Ann Cody to Rockwall Property Corporation, dated August 30, 2000 and being recorded in Volume 1957, Page 54 of the Real Property Records of Rockwall County, Texas;

THENCE S. 08 deg. 34 min. 54 sec. E. a distance of 50.04 feet to a stake for corner;

THENCE S. 83 deg. 38 min. 46 sec. W. a distance of 97.07 feet to a stake for corner;

THENCE S. 06 deg. 41 min. 41 sec. E. a distance of 189.09 feet to a stake for corner;

THECNE S. 05 deg. 54 min. 37 sec. E. a distance of 369.87 feet to a stake for corner;

THENCE S. 89 deg. 07 min. 03 sec. W. a distance of 50.19 feet to a ½" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the West line of said Lot 1;

THENCE N. 05 deg. 54 min. 37 sec. W. along the west line of said Lot 1, a distance of 365.13 feet to a ½" iron rod found for corner;

THENCE N. 06 deg. 41 min. 41 sec. W. along the west line of said Lot 1, a distance of 201.33 feet to an "X" chiseled in concrete for corner;

THENCE N. 06 deg. 49 min. 00 sec. W. a distance of 37.72 feet to a northwest corner of Lot 1 in a hanger building wall;

THENCE N. 83 deg. 38 min. 46 sec. E. along a north line of Lot 1, a distance of 145.50 feet to the POINT OF BEGINNING and containing 35,142 square feet or 0.81 acres in said easement.



## EXHIBIT C TO EASEMENT AGREEMENT FOR ACCESS

### Tract One

All that certain lot, tract or parcel of land situated in the G.W. RIDLIN SURVEY, ABSTRACT NO. 183, City of Rockwall, Rockwall County, Texas, and being a part of that 1.26 acres tract of land as described in a Warranty deed from Bertha M. Hensley and Hensley Aviation, Inc. to V.F.B. Family Limited Partnership, dated July 25, 1985 and being recorded in Volume 1028, Page 119 of the Real Property Records of Rockwall County, Texas, and being all of a 270.39 square foot tract as described in a Warranty deed from Texas Specialty Underwriters to V.F.B. Family Limited Partnership, dated September 12, 1986 and being recorded in Volume 1159, Page 78 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the North line of said 1.26 acres tract, said point being N. 82 deg. 27 min. 30 sec. E., 107.98 feet from a 1/2" iron rod found for corner at the Northwest corner of said 1.26 acres tract of land and the Southwest corner of a tract of land as described in a Warranty deed from Charles T. Cody and Mary Ann Cody to Texas Specialty Underwriters, Inc., dated September 28, 1994 and being recorded in Volume 844, Page 190 of the Real Property Records of Rockwall County, Texas;

THENCE N. 83 deg. 54 min. 14 sec. E. along the North line of said 1.26 acres tract, a distance of 53.82 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner at the Northwest corner of a 318 square foot tract as described in a Deed to Texas Specialty Underwriters, as recorded in Volume 1159, Page 78 of the Real Property Records of Rockwall County, Texas;

THENCE S. 07 deg. 00 min. 03 sec. E. along the wall of a hanger building, a distance of 12.04 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner at edge of said hanger;

THENCE N. 83 deg. 01 min. 32 sec. E. along said hanger wall, a distance of 41.94 feet to corner;

THENCE S. 07 deg. 04 min. 45 sec. E. along said hanger wall, a distance of 95.00 feet to corner;

THENCE N. 82 deg. 55 min. 15 sec. E. along said hanger wall, a distance of 40.74 feet to an "X" chiseled in concrete for corner in the East line of said 1.26 acres tract and being in the West line of Lot 1, ROCKWALL MUNICIPAL AIRPORT ADDITION, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet B, Slide 47 of the Plat Records of Rockwall County, Texas;

THENCE S. 08 deg. 41 min. 41 sec. E., along the East line of said 1.26 acres tract, a distance of 201.33 feet to a 1/2" iron rod found for corner at the Southeast corner of same;

THENCE S. 89 deg. 07 min. 03 sec. W. a distance of 137.89 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE N. 08 deg. 37 min. 22 sec. W. a distance of 234.13 feet to the POINT OF BEGINNING and containing 0.70 acres of land.

### Tract Two

All that certain lot, tract or parcel of land situated in the G.W. RIDLIN SURVEY, ABSTRACT NO. 183, City of Rockwall, Rockwall County, Texas, and being a part of that tract of land as described in a Warranty deed from Alumax Aluminum Corporation to Rockwall Property Corporation, as recorded in Volume 444, Page 146 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the Southeast corner of a 1.26 acres tract of land as described in a Warranty deed from Bertha M. Hensley and Hensley Aviation, Inc. to V.F.B. Family Limited Partnership, dated July 25, 1985 and being recorded in Volume 1028, Page 119 of the Real Property Records of Rockwall County, Texas, and in the West line of Lot 1, ROCKWALL MUNICIPAL AIRPORT ADDITION, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet B, Slide 47 of the Plat Records of Rockwall County, Texas;

THENCE S. 05 deg. 54 min. 37 sec. E. a distance of 178.53 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 89 deg. 07 min. 03 sec. W. a distance of 135.86 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner at the corner;

THENCE N. 08 deg. 37 min. 22 sec. W. a distance of 178.74 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner at the corner;

THENCE N. 89 deg. 07 min. 03 sec. E. along the South line of said 1.26 acres tract, a distance of 137.89 feet to the POINT OF BEGINNING and containing 0.56 acres of land.

### Tract Three

All that certain lot, tract or parcel of land situated in the G.W. RIDLIN SURVEY, ABSTRACT NO. 183, City of Rockwall, Rockwall County, Texas, and being a part of that tract of land as described in a Warranty deed from Alumax Aluminum Corporation to Rockwall Property Corporation, as recorded in Volume 444, Page 146 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the East line of said Rockwall Property Corporation tract, said point being S. 06 deg. 54 min. 37 sec. E., 178.53 feet from the Southeast corner of a 1.26 acres tract of land as described in a Warranty deed from Bertha M. Hensley and Hensley Aviation, Inc. to V.F.B. Family Limited Partnership, dated July 25, 1985 and being recorded in Volume 1028, Page 119 of the Real Property Records of Rockwall County, Texas, and in the West line of Lot 1, ROCKWALL MUNICIPAL AIRPORT ADDITION, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet B, Slide 47 of the Plat Records of Rockwall County, Texas;

THENCE S. 05 deg. 54 min. 37 sec. E. along the West line of said Lot 1 and the East line of said tract, a distance of 186.60 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

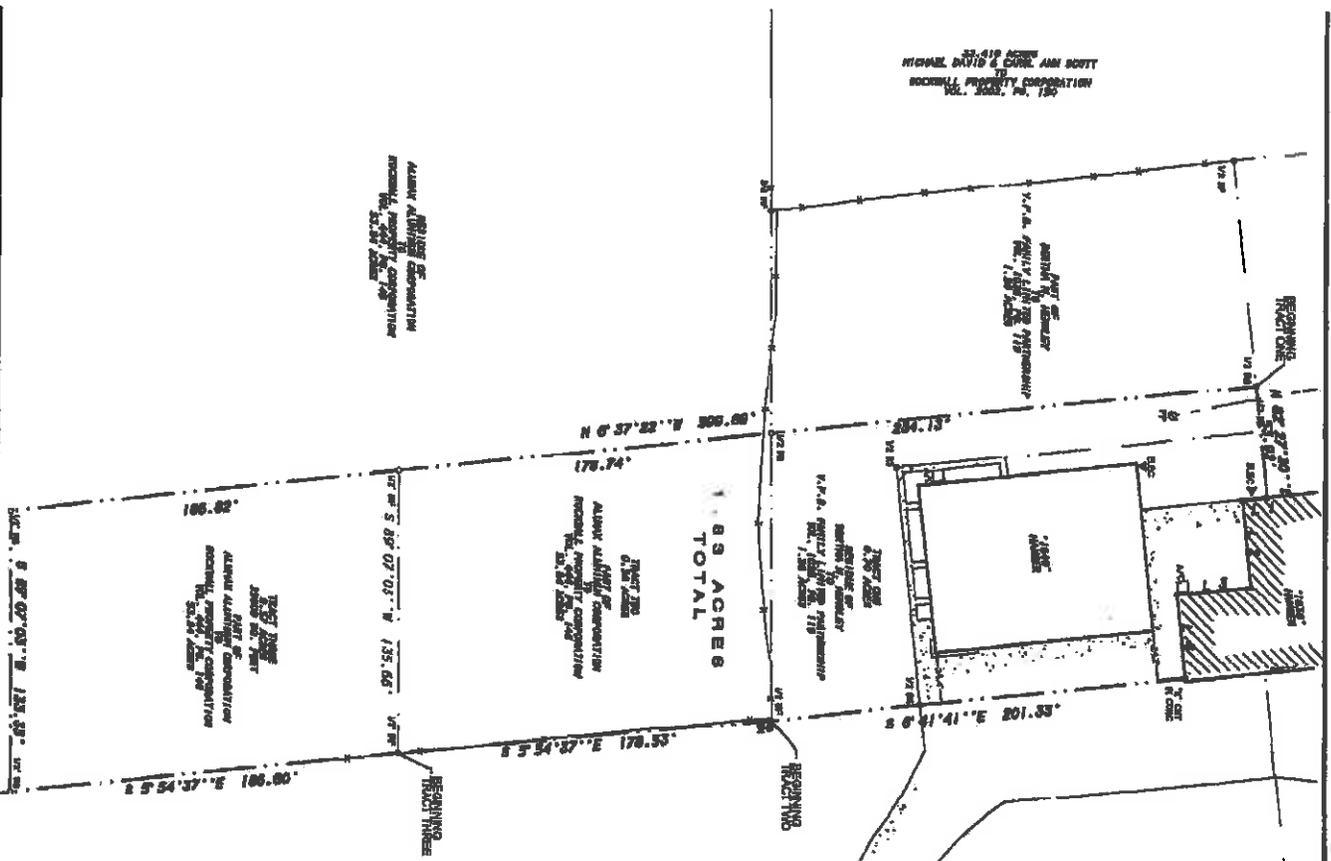
THENCE S. 89 deg. 07 min. 03 sec. W. a distance of 133.33 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner at the corner;

THENCE N. 08 deg. 37 min. 22 sec. W. a distance of 186.82 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE N. 89 deg. 07 min. 03 sec. E. a distance of 135.86 feet to the POINT OF BEGINNING and containing 25,000 square feet or 0.67 acres of land.

Exhibit "C"

33-019 COUNTY  
MICHAEL, DAVID & CAROL ANN SCOTT  
ROCKWELL PROPERTY CORPORATION  
VOL. 2002, PG. 150



1.83 ACRES  
TOTAL



LINE TABLE

Line	Bearing	Distance
1	S 89° 07' 03\"/>	

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**Tract One**

ALL THAT CERTAIN TRACT OF PROPERTY OF LAND situated in the S.W. 1/4 of Section 16, Township 17 N., Range 10 E., County of Rockwell, State of Texas, as shown on the plat of the same, recorded in the Public Records of Rockwell County, Texas, in Volume 1584, Page 79 of the Public Records of Rockwell County, Texas, and being more particularly described as follows:

THENCE S. 89° 07' 03\"/>

THENCE S. 89° 07' 03\"/>

THENCE S. 89° 07' 03\"/>

**RSCI** LAND SURVEYING

ROCKWELL SURVEYING, INC.  
1008 E. 7th Street, Suite 100, Rockwell, Texas 75087  
937-274-4444 FAX

Surveyor License No. 11111  
Professional Seal

Exhibit "C"  
List of Equipment to be leased to FBO

City will provide the following equipment:

1. Avgas fuel truck – 1966 Ford F350
2. Jet fuel truck – 1989 Chevrolet
3. 1952 Ford 8N Tractor
4. In-ground fuel tank and above-ground pump.
5. Radio Base station

FBO will provide the following equipment:

1. Bench grinder
2. Arbor press
3. Panel racks
4. Nitrogen cart
5. Telephone set
6. Shop crane
7. Drill press
8. Tow bar
9. Oxygen cart
10. Air compressor
11. Bead blaster
12. Tug
13. Miscellaneous tools and equipment

Exhibit "D"  
Airport Financial / Operations  
Reporting Form

# Airport Operations Report

For Month of April 2014

## FUEL SALES

	GALLONS SOLD	GROSS SALES
Jet - A Sales	1,200.00	
Av-Gas Sales	2,500.00	
<b>TOTAL FUEL SALES</b>	<b>3,700.00</b>	<b>\$0.00</b>

## HANGAR RENTAL REVENUE

Open T Hangar Rental Revenue	\$2,700.00
Terminal Office Rental Revenue	\$250.00
Closed Hangar Rental Revenue	\$600.00
<b>TOTAL HANGAR RENTALS</b>	<b>\$3,550.00</b>

## HANGAR OCCUPANCY RATES

	QTY AVAILABLE	QUANTITY LEASED	OCCUPANCY RATE
Open T Hangars	10	5	50%
Terminal Office Rentals	1	1	100%
Closed Hangar Rentals	1	1	100%
<b>TOTAL HANGAR OCCUPANCY</b>	<b>12</b>	<b>7</b>	<b>58%</b>

## AIRCRAFT OPERATIONS

ESTIMATED FLIGHT OPERATIONS	SINGLE ENGINE RECIP	SINGLE ENGINE TURBINE	MULTI-ENGINE RECIP	MULTI-ENGINE TURBINE
In-Bound Based Aircraft				
Inbound Transient Aircraft				
Outbound Based Aircraft				
Outbound Transient Aircraft				
<b>TOTAL FLIGHT OPERATIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

CITY FEES DUE	FEE RATE	FRANCHISE FEE DUE	FUEL FLOWAGE FEES DUE	TOTAL FEES DUE
Fuel Sales ( Gallons Sold )	\$0.10		\$370.00	\$370.00
City Owned Hangar Rentals	5.00%	\$177.50		\$0.00
<b>TOTAL FEES DUE</b>		<b>\$177.50</b>	<b>\$370.00</b>	<b>\$547.50</b>

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

Todd Parks  
 Managing Director - Texas Air Center, LLC

Exhibit "E"  
FBO's RFP and Financial Information



## Rockwall Municipal Airport

### **FIXED BASED OPERATOR PROPOSAL**

Prepared for: Lea Ann Ewing Purchasing Agent

Prepared by: Todd Parks, Managing Partner

November 26, 2013

## EXECUTIVE SUMMARY

### Candidate Information

Todd Parks has been directly involved in the aviation industry and specifically the General Aviation industry since 1976. Mr. Parks began his career in the United States Air Force where he served as a hydraulic and flight systems specialist on F-4 and F-15 fighter aircraft. Following four years of service and an honorable discharge Mr. Parks attended Texas State Technical Institute in Amarillo, Texas where he earned an applied science degree in 1981. During his coursework at TSTI Mr Parks worked as a line service technician as a line service technician servicing small general aviation aircraft as well as a broad range of corporate and military jets and turbo-props. Following graduation from TSTI Mr. Parks completed FAA testing requirements and obtained his Airframe and Powerplant license. Mr Parks then worked for maintenance facilities as an aircraft technician for several years before earning a bachelors degree in Marketing from Texas Tech University. Mr parks continued work as an A & P technician for several years before joining his wife Denise in her State Farm Agency for two years followed by approximately ten years in the aircraft parts manufacturing and distribution business. Mr. Parks's recent experience includes work with one of the largest FBO chains in the country ( Cutter Aviation ) serving as a parts expeditor, parts department manager and finally as the new aircraft warranty administrator for the Dallas and San Antonio maintenance facilities. In 2011 Mr Parks was hired by Lake Texoma Jet Center as parts manager for the Sherman/Denison area maintenance facility and ultimately general manager of the company with responsibility for the maintenance shop, line service and administrative functions of the company. In January of 2012 the business was scaled back at Mr. Parks' recommendation to a line service facility after which Mr. Parks left the company to pursue other interests.

### Goals

Mr. Parks would provide fixed base operator and maintenance services to aircraft owners currently based at the Rockwall Municipal Airport and surrounding areas. Our goal is to provide outstanding maintenance and FBO services in a manner that insures the safety of the flying public while providing outstanding customer service. We intend to operate the business in partnership with the city with the expectation of assisting with the management of the airport in the interest of the citizens of Rockwall. Mr. Parks is fully aware of industry trends regarding the operation of aircraft service facilities by municipalities and if chosen will structure the business accordingly. There are a number of issues facing city management and elected officials regarding airport growth and the airport's role in the economic growth of our community. We are proposing an agreement that recognizes these challenges and provides for some flexibility for the city as the airport grows. Our goal is to be a partner with the city in providing airport services that will enhance the appeal of the city to prospective businesses looking to relocate to the area.

**General Information**

1. Operating company to be formed as Texas Air Center, LLC pending selection.
  
2. Managing partners include Todd L. Parks and Denise Parks. Mr. and Mrs. Parks have lived in McClendon Chisholm, Texas and more recently Heath, Texas since 1995. They are currently living in Rowlett, Texas awaiting completion of a home in Rockwall ( Chandler's Landing ). Mrs Parks is a twenty five year State Farm agent operating in Rockwall since 1998 and is an active member of the Rockwall Noon Rotary, a current board member of Rockwall County Helping Hands and a member of the Rockwall Chamber of Commerce.
  
3. Vendor acknowledges receipt of Request for Proposal Addendum 1 and 2

## FINANCIAL FITNESS

### Capital Contributions

As sole managing partners, funding of the proposed FBO will be provided by Todd & Denise Parks. Given the proposed structure of the business it is estimated that the business will require an initial investment of \$50,000.00. This capital contribution will be deposited in the LLC account upon Texas Secretary of State approval of the LLC. While additional capital would be available from LLC members it is anticipated that working capital requirements under the proposed business structure would be met from cash generated from FBO operations.

## OPERATIONS PLAN

### Aircraft Services

Texas Air Center, LLC will provide aircraft services to tenant and transient aircraft operating in and out of the Rockwall Municipal airport. Aircraft services typically include aircraft refueling, servicing of aircraft fluids and gases as well as tie down and hanger storage when available. We would also propose to provide aircraft repositioning services to tenant aircraft at a cost to be determined by and at the discretion of FBO management utilizing an aircraft towing tractor to be purchased at the FBO's expense. Texas Air Center will also agree to provide a courtesy car to transient aircraft owners or passengers. FBO management reserves the right to charge a reasonable fee for this service at managements discretion.

Fueling of aircraft will be performed only by personnel trained in the proper operation of fueling equipment and with a working knowledge of safety measures associated with refueling operations. All aircraft fueling operations will comply with applicable National Fire Prevention Association 407 Standards for Aircraft Fuel Servicing, [FAA Advisory Circular 150/5230-4B](#), Federal, State and local environmental regulations and the City of Rockwall Fire Prevention Codes. Deviations from these standards may be approved by city management.

Current aircraft fuel storage consists of one 2200 gallon Jet-A truck owned by the current operator, one 600 gallon Av-Gas truck and one 12,000 gallon underground Av-Gas tank owned by the city. Given the city of Rockwall's retention of rights to operate any and all FBO functions as well as the relatively low volume of fuel sold at the airport we propose that the city purchase a Jet-A fuel truck for use by the FBO. The city of Rockwall will be responsible for the cost of repairs and maintenance of all aircraft fueling and fuel storage equipment. The FBO would assume responsibility for routine servicing of fueling equipment including the cost of fuel to operate the vehicles.

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## TEXAS AIR CENTER, LLC.

The FBO will provide a monthly report, due on the 5th of the month following the reporting period, of all aircraft fuel sales. This report will detail type of fuel sold, gallons sold and sell price.

### Flight Training

While Texas Air Center, LLC has no current interest in operating a flight school we do appreciate the benefit such a venture provides the airport. Given that Rockwall FliteCenter currently operates a flight school out of the terminal we would propose that they be allowed to operate out of the existing space they occupy as a paid tenant, operating under their own FAA certificate and independent of Texas Air Center. If agreed to, Texas Air Center will provide appropriate fuel discounts necessary to insure the viability of the flight school. Rental of flight school facilities would be collected and retained by Texas Air Center.

### Aircraft Maintenance Services

Texas Air Center will operate a maintenance facility in the hanger adjacent to the terminal offices. Given the limited shop space we would anticipate and have budgeted for, a small maintenance operation geared toward single and multiengine reciprocating aircraft. Our experience tells us that maintenance shop revenues will be limited by the restricted space available as well as intense competition from around the area. We anticipate offering a shop labor rate of \$65.00 per hour with this figure subject to adjustments to reflect market conditions. A large percentage of the capital contributions mentioned in the financial fitness section will be used for purchases of shop equipment deemed appropriate for a shop of this size. Mr. Parks is certified as an A & P Mechanic but has not yet tested for an inspection authorization. Agreements for IA services are in place to meet the certification requirements outlined in the request for proposals. Mr. Parks anticipates obtaining an inspection authorization within one year of operation.

It should be noted that Texas Air Center views the maintenance of turbine aircraft as essential to our long term success. We are working on the hope that current airport improvements will be approved and that this will allow the operation of substantially more turbine aircraft off of the airport. Our growth is dependent on the growth of the airport and city.

Finally, we would propose that the current FBO be allowed to operate a maintenance shop out of the north maintenance hangar they have occupied for some time. We have no interest in seeing a family business displaced if they can compete fairly, pay rent, and operate under the same insurance requirements. If approved, we would like to offer the facility under a scheduled increase agreement over a six month period starting at \$500.00 per month and ending at \$1500.00 per month. These rents would be payable to Texas Air Center, LLC.

## Parts Sales

Texas Air Center intends to provide over the counter aircraft parts sales to local and area aircraft owners. Inventory will consist of consumable items such as oil, filters, brake pads, and other items appropriate for the location.

## CUSTOMER SERVICE

The aircraft service business has changed drastically since the late nineteen seventies. There are many reasons for the change but the end result has been a reduced number of hours flown and a decrease in the number of flying customers. As a result, great customer service has never been more important to the success of an aircraft business. With that said, it is also true that providing great customer service is just as easy as it has ever been. It is all about understanding the needs of your customers and more importantly developing great relationships with each of them. We intend to offer our tenants and visitors the best possible service because it not only insures the success of our business it is also represents what may be a first and lasting impression of our community to the flying public.

It really is as simple as doing your best to have aircraft fueled as requested, maintenance done correctly and delivered on time or maybe just having hot coffee every morning in the terminal. We have the experience to meet the needs of the Rockwall flying community. Given the opportunity we will also make sure that we have the equipment and personnel to meet our customer expectations.

## MANAGEMENT

Management of the FBO will be the responsibility of Todd Parks. The aircraft is small and in our opinion could be operated with a manager and one to two line service personnel. It is our understanding that the current FBO employs a line attendant and we would anticipate interviewing him with the intention of offering employment on a full time basis. Additional line service personnel will be added at the discretion of the FBO manager.

The maintenance shop will operate at a level consistent with the financial goals of the FBO. It appears unlikely that the shop would support more than one full time mechanic in the near term. Todd Parks will perform most aircraft maintenance functions. If the work load dictates agreements are in place with other technicians to provide contract labor as needed.

## MARKETING

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Marketing of aircraft services will consist of direct contact with aircraft owners at industry gatherings and events, internet advertising such as web site development, email campaigns and publication of fuel prices on web sites such as AirNav, Foreflight and other flight planning service providers. As the aircraft grows Texas Air Center will play an active role in assisting the Rockwall Economic Development Board with marketing plans related to the airport and its capabilities and operations. We look forward to being an active partner in the city's efforts to promote the city.

## FINANCIAL STATEMENTS

As requested we have attached Pro-Forma financial statements detailing estimated revenues and expenses related to FBO operations. While every effort has been made to represent projected financial amounts it should be understood that these are based on estimates by Mr. Parks. You will note that these figures do not include the purchase of fuel stocks. We would propose that the FBO and City of Rockwall negotiate a price for both the existing Av-Gas and Jet-A fuel inventory on hand and that figure be used as the purchase price of these inventories from the city.

**Pro-Forma Profit & Loss**  
**Texas Air Center, LLC ( Proposed )**  
**November 27, 2013**

Account Name	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
<b>Operating Income</b>												
<b>Maintenance Operations</b>												
Shop Labor Revenue	\$ 4224.68	\$ 4224.68	\$ 4224.68	\$ 4224.68	\$ 4224.68	\$ 4224.68	\$ 4224.68	\$ 4224.68	\$ 4224.68	\$ 4224.68	\$ 4224.68	\$ 4224.68
Parts Sales	\$ 1267.40	\$ 1267.40	\$ 1267.40	\$ 1267.40	\$ 1267.40	\$ 1267.40	\$ 1267.40	\$ 1267.40	\$ 1267.40	\$ 1267.40	\$ 1267.40	\$ 1267.40
Supplies - Shop	\$ 211.23	\$ 211.23	\$ 211.23	\$ 211.23	\$ 211.23	\$ 211.23	\$ 211.23	\$ 211.23	\$ 211.23	\$ 211.23	\$ 211.23	\$ 211.23
Oxygen/Nitrogen Service	\$ 245.03	\$ 245.03	\$ 245.03	\$ 245.03	\$ 245.03	\$ 245.03	\$ 245.03	\$ 245.03	\$ 245.03	\$ 245.03	\$ 245.03	\$ 245.03
<b>Total Maintenance Operations Income</b>	\$ 5948.34	\$ 5948.34	\$ 5948.34	\$ 5948.34	\$ 5948.34	\$ 5948.34	\$ 5948.34	\$ 5948.34	\$ 5948.34	\$ 5948.34	\$ 5948.34	\$ 5948.34
<b>Fuel &amp; Oil Sales</b>												
Jet-A	\$ 1568.83	\$ 1395.00	\$ 1935.00	\$ 2202.75	\$ 2002.50	\$ 2202.75	\$ 2870.00	\$ 2395.25	\$ 2289.50	\$ 2870.00	\$ 2395.25	\$ 2002.50
Av-Gas	\$ 9767.75	\$ 7497.00	\$ 6330.00	\$ 13744.50	\$ 12495.00	\$ 13744.50	\$ 16680.00	\$ 14577.50	\$ 14161.00	\$ 16680.00	\$ 14577.50	\$ 12495.00
Oil Sales	\$ 195.76	\$ 149.94	\$ 166.90	\$ 274.89	\$ 249.90	\$ 274.89	\$ 333.20	\$ 291.55	\$ 289.22	\$ 333.20	\$ 291.55	\$ 249.90
<b>Total Fuel &amp; Oil Sales</b>	\$ 11552.13	\$ 8581.94	\$ 8531.90	\$ 16222.14	\$ 14747.40	\$ 16222.14	\$ 19663.20	\$ 17205.30	\$ 16713.72	\$ 19663.20	\$ 17205.30	\$ 14747.40
<b>Hanger &amp; Tie Down Rental</b>												
Tie Down Fees	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Hanger Rentals	\$ 2625.00	\$ 2625.00	\$ 2625.00	\$ 2675.00	\$ 2675.00	\$ 2675.00	\$ 3375.00	\$ 3375.00	\$ 3375.00	\$ 3625.00	\$ 3625.00	\$ 3625.00
<b>Total Hanger &amp; Tie Down Rentals</b>	\$ 2875.00	\$ 2875.00	\$ 2875.00	\$ 3125.00	\$ 3125.00	\$ 3125.00	\$ 3825.00	\$ 3625.00	\$ 3625.00	\$ 3875.00	\$ 3875.00	\$ 3675.00
<b>Total Operating Income</b>	\$ 20375.47	\$ 17805.28	\$ 18664.94	\$ 25295.48	\$ 23820.74	\$ 25295.48	\$ 28236.54	\$ 26776.64	\$ 26287.06	\$ 29486.54	\$ 27028.64	\$ 24570.74
<b>Cost of Goods Sold</b>												
<b>Cost of Goods Sold - Maintenance</b>												
Cost of Goods Sold - Parts	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55
Cost of Goods Sold - Shop Supplies	\$ 105.62	\$ 105.62	\$ 105.62	\$ 105.62	\$ 105.62	\$ 105.62	\$ 105.62	\$ 105.62	\$ 105.62	\$ 105.62	\$ 105.62	\$ 105.62
Cost of Goods Sold - O2 & N2	\$ 49.01	\$ 49.01	\$ 49.01	\$ 49.01	\$ 49.01	\$ 49.01	\$ 49.01	\$ 49.01	\$ 49.01	\$ 49.01	\$ 49.01	\$ 49.01
<b>Total Cost of Goods Sold - Maintenance</b>	\$ 1105.17	\$ 1105.17	\$ 1105.17	\$ 1105.17	\$ 1105.17	\$ 1105.17	\$ 1105.17	\$ 1105.17	\$ 1105.17	\$ 1105.17	\$ 1105.17	\$ 1105.17
<b>Cost Of Goods Sold - Fuel &amp; Oil</b>												
Av-Gas	\$ 6961.25	\$ 5355.00	\$ 5950.00	\$ 9817.50	\$ 8625.00	\$ 9817.50	\$ 11800.00	\$ 10412.50	\$ 10115.00	\$ 11800.00	\$ 10412.50	\$ 8925.00
Jet-A	\$ 1075.13	\$ 815.00	\$ 915.00	\$ 1509.75	\$ 1372.50	\$ 1509.75	\$ 1830.00	\$ 1601.25	\$ 1555.60	\$ 1830.00	\$ 1601.25	\$ 1372.50

Account Name	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Oil	\$ 127.24	\$ 97.46	\$ 109.23	\$ 178.86	\$ 162.44	\$ 176.63	\$ 216.53	\$ 169.61	\$ 164.09	\$ 216.53	\$ 189.51	\$ 182.44
<b>Total Cost of Goods Sold - Fuel &amp; Oil</b>	\$ 8,188.62	\$ 5,857.46	\$ 6,973.29	\$ 11,504.93	\$ 10,469.94	\$ 11,505.83	\$ 13,846.58	\$ 12,203.26	\$ 11,854.59	\$ 13,948.58	\$ 12,203.26	\$ 10,459.54
Cost Of Goods Sold - Parts	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55	\$ 950.55
<b>Total Cost of Goods Sold</b>	\$ 10,249.34	\$ 8,423.19	\$ 9,223.92	\$ 13,561.66	\$ 12,815.55	\$ 13,561.66	\$ 16,002.31	\$ 14,256.98	\$ 13,910.32	\$ 16,002.31	\$ 14,256.98	\$ 12,515.66
Gross Operating Profit	\$ 10,126.13	\$ 9,362.09	\$ 9,625.93	\$ 11,793.83	\$ 11,905.08	\$ 11,783.89	\$ 13,234.24	\$ 12,516.66	\$ 12,376.74	\$ 13,464.24	\$ 12,789.86	\$ 12,055.08
<b>Operating Expenses</b>												
Salaries & Wages	\$ 6,619.76	\$ 6,619.76	\$ 6,619.76	\$ 6,619.76	\$ 6,619.76	\$ 6,619.76	\$ 6,619.76	\$ 6,619.76	\$ 6,619.76	\$ 6,619.76	\$ 6,619.76	\$ 6,619.76
Payroll Taxes	\$ 794.37	\$ 794.37	\$ 794.37	\$ 794.37	\$ 794.37	\$ 794.37	\$ 794.37	\$ 794.37	\$ 794.37	\$ 794.37	\$ 794.37	\$ 794.37
Maintenance - Line Equipment	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Training & Education	\$ 1,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Advertising Expense	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
Company Vehicle Expense	\$ 248.63	\$ 248.63	\$ 248.63	\$ 248.63	\$ 248.63	\$ 248.63	\$ 248.63	\$ 248.63	\$ 248.63	\$ 248.63	\$ 248.63	\$ 248.63
Dues & Subscriptions	\$ 76.17	\$ 76.17	\$ 76.17	\$ 76.17	\$ 76.17	\$ 76.17	\$ 76.17	\$ 76.17	\$ 76.17	\$ 76.17	\$ 76.17	\$ 76.17
Utilities	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00
Telephone & Internet Expense	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Office Supplies Expense	\$ 150.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00
Bank Service Charge	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00
Credit Card Fees Expense	\$ 611.26	\$ 534.16	\$ 559.85	\$ 758.86	\$ 714.82	\$ 758.86	\$ 877.10	\$ 803.36	\$ 788.61	\$ 864.80	\$ 810.86	\$ 737.12
<b>Insurance</b>												
Products & Completed Operations Liab	\$ 383.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Premises Liability	\$ 1,980.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Holder Keeper Liability	\$ 680.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Insurance-Worker Comp	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Insurance-Auto	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
<b>Total Insurance Expense</b>	\$ 2,653.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
<b>Total Operating Expenses</b>	\$ 13,216.19	\$ 9,601.09	\$ 9,628.58	\$ 9,825.79	\$ 9,781.55	\$ 9,825.79	\$ 9,944.02	\$ 9,970.29	\$ 9,655.54	\$ 9,951.52	\$ 9,877.79	\$ 9,804.05
<b>Net Profit Before Taxes</b>	\$ (3,090.06)	\$ (2,115.99)	\$ (0.65)	\$ 1,905.03	\$ 1,523.53	\$ 1,805.08	\$ 3,280.21	\$ 2,649.37	\$ 2,521.20	\$ 3,592.71	\$ 2,891.87	\$ 2,251.03

**Pro-Forma Balance Sheet  
Texas Air Center, LLC ( Proposed )  
November 27, 2013**

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
<b>Assets</b>											
<b>Current Assets</b>											
Cash On Hand	\$1200.00	\$1200.00	\$1200.00	\$1200.00	\$1500.00	\$1200.00	\$1200.00	\$1200.00	\$1200.00	\$1200.00	\$1200.00
Cash in Bank	\$2498.04	\$2498.04	\$4329.03	\$681.04	\$779.90	\$1100.11	\$1870.48	\$1629.69	\$1978.29	\$2855.28	\$4806.30
Job A Inventory	\$7290.00	\$7290.00	\$7290.00	\$7290.00	\$7290.00	\$7290.00	\$7290.00	\$7290.00	\$7290.00	\$7290.00	\$7290.00
Av-Sale Inventory	\$14800.00	\$14800.00	\$14800.00	\$14800.00	\$14800.00	\$14800.00	\$14800.00	\$14800.00	\$14800.00	\$14800.00	\$14800.00
Parts Inventory	\$4000.00	\$4000.00	\$4000.00	\$4000.00	\$4000.00	\$4000.00	\$4000.00	\$4000.00	\$4000.00	\$4000.00	\$4000.00
<b>Total Current Assets</b>	\$25600.04	\$24650.05	\$31598.33	\$63121.06	\$63723.90	\$63320.11	\$48869.48	\$43490.69	\$47023.59	\$49916.28	\$21683.30
<b>Fixed Assets</b>											
Shop Equipment	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00
<b>Total Fixed Assets</b>	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00	\$17000.00
<b>Total Assets</b>	\$42600.04	\$41650.05	\$48598.33	\$80121.06	\$80723.90	\$80320.11	\$65869.48	\$60490.69	\$64023.59	\$66916.28	\$38683.30
<b>Liabilities</b>											
<b>Current Liabilities</b>											
Current Liabilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Liabilities</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Equity</b>											
Capital Contributions	\$9000.00	\$9000.00	\$9000.00	\$9000.00	\$9000.00	\$9000.00	\$9000.00	\$9000.00	\$9000.00	\$9000.00	\$9000.00
Retained Earnings	-\$9000.00	-\$3303.05	-\$3303.70	\$11.06	\$3028.10	\$8320.11	\$7989.48	\$10490.69	\$14023.59	\$16915.28	\$19168.29
<b>Total Equity</b>	\$46600.04	\$48950.05	\$49598.33	\$80121.06	\$80723.90	\$80320.11	\$67869.48	\$60490.69	\$64023.59	\$69916.28	\$49683.29
<b>Check Figure</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

# AVIATION GENERAL LIABILITY PROPOSAL

*Prepared for:*

**Texas Air Center, LLC**  
Rockwall, TX



*Presented by:*

**Steve Bruss**  
Aviation Insurance Broker



**Wings Insurance**  
14871 Pioneer Trail  
Eden Prairie, Minnesota 55347  
[www.wingsinsurance.aero](http://www.wingsinsurance.aero)

# AVIATION GENERAL LIABILITY PROPOSAL

Named Insured: Texas Air Center, LLC

Effective Date: TBA  
Insurance Company: U.S. Specialty Aviation  
Annual Premium: \$2,453  
Broker: Steve Bruss

## INSURED PREMISES:

F46 - ROCKWALL MUNI airport, ROCKWALL TX

## COVERAGES:

<u>Coverage</u>	<u>Deductible</u>	<u>Premium</u>
Premises Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate		\$1,390
Products & Completed Operations Liability: \$1,000,000 Each Occurrence \$1,000,000 Aggregate		\$383
Hangarkeepers Liability: \$50,000 Each Aircraft / \$100,000 Each Occurrence	\$2,500 Each aircraft	\$680
Medical Payments: \$1,000 Per Person / \$5,000 Each Occurrence		Included
	<b>Total Annual Premium:</b>	<b>\$2,453</b>

## ADDITIONAL INTERESTS:

Additional Insured: City of Rockwall

*All policy terms, conditions, and exclusions shall apply in accordance with the policy form in use by the company upon the date of binding. This quotation shall be valid for no longer than a period of 30 days from the date shown above. Coverages have not been bound at this time; however, we would be pleased to bind coverages after receipt of the signed and dated Binding Instructions.*

Interview Notes for FBO Services at  
Ralph M. Hall / Rockwall Municipal Airport

**Interview Notes for Todd Parks**

- Has lived in the Rockwall area for 18 years
- Has a website and marketing business that works with FBO's to market aviation services and airports
- Is a pilot
- Former military – Air Force
- Is a certified mechanic and is getting an IA certification
- His initial anticipated startup is \$30-\$50K
- Will be the primary maintenance department and run the day-to-day operations of the airport
- Will be the face of the organization and customers will deal with him directly
- He will buy the city's fuel inventory and assume purchasing both avgas and jet fuel as part of his FBO operation
- Would like the city to continue mowing, utilities, etc. everything it currently does
- He will provide ice, catering if necessary, oxygen/nitrogen to customers
- He will provide a courtesy car for local use
- Will purchase his own tug and other ground equipment
- Will open at least 12 hours / day, 7 days / week
- No tie-down fees if customers purchase fuel
- Believes customers should always be met on the ramp, marshalled in and out
- Would do normal repairs on facilities, but would need City's help with major repairs over \$1,000
- Will offer opportunity to current FBO to subcontract for the flight school
- Will offer opportunity to current FBO to lease the northern box hangar to keep his repair shop / believes in fair competition / understands there are current customers loyal to Eddie

**References for Todd Parks**

Reference: Dave Larsen

- Known him for 12 years
- Has hired him for web services
- Very focused on serving customers and solving problems (better than most)
- Very high level of character and integrity
- Very motivated, even temperament, difficult to get under his skin
- Best attribute is dealing with people in an adverse situation

Reference: Steve Seitz

- Known him for 15 years
- Todd also did website work for him
- General comments are that he's a good guy, very honest and reliable
- Former military, so he's disciplined
- Mr. Seitz's daughter worked for Todd, treats employees very good
- Very organized, treats people with kindness, very fair, great with customers
- Great family, Todd's wife handles his personal and professional insurance,
- His greatest strength is building and fostering personal and professional relationships
- Soft spoken, but very sharp.

Reference: Martin Sisk

- Known him for 8 years
- Worked with Todd at Cutter Aviation, works very well with others on maintenance issues and problem resolution
- Later worked with Todd at Texoma Jet Center when he was General Manager and Mr. Sisk was Director of Maintenance
- General comments are that Todd is very knowledgeable about aviation since he is a pilot, mechanic, has been a general manager
- Was very involved in all aspects of FBO operations – maintenance, fueling, etc.
- Very good dealing with customers – gives people an option – works with them instead of giving them a hard “yes” or “no”, explains things to customers
- He's never rigid or abrupt when dealing with anyone
- Greatest strength is communication with customers and personnel and he's an innovative thinker.
- Very committed to his endeavors – both financially and personally – takes a hands on approach

Reference: Tom Chesna

- Known him for 15 years
- Todd has worked on his airplane and is very knowledgeable
- Knows a lot of people in the airport business
- Exceptional integrity, very honest
- Best strengths are that he is straight forward, keeps his word
- Very organized, very computer savvy

Reference: George Schuler

- Gives Todd his endorsement
- Todd knows the business, Worked for George and for Cutter Aviation
- Good guy

## Boyd, Joey

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**From:** Todd Parks <tparks@trueheadings.net>  
**Sent:** Tuesday, December 10, 2013 10:26 PM  
**To:** Boyd, Joey  
**Subject:** Re: RFP for FBO Services - Additional Information

Joey;

I have not finished the revised budget but did want to get a list of references to you with their contact information;

George Schuler      214.244.5678      [gschuler@schulerdevelopment.com](mailto:gschuler@schulerdevelopment.com)

Worked for George at Lake Texoma Jet Center

Tom Chesna      972.771.8651      No E-Mail

Tom owns an aircraft and bases it at Rockwall airport. He has built two houses for us and has been a friend since 1996

Dave Larsen      214.535.9415      [dlarsen@dlarsenarchitects.com](mailto:dlarsen@dlarsenarchitects.com)

Dave is a good friend. Lives in Heath and owns an architecture firm in Dallas.

Steve Seitz      972.772-9006      [sscitz@scitzarchitects.com](mailto:sscitz@scitzarchitects.com)

Steve is a good friend and also lives in Heath. Has architecture firm in Rockwall

Martin Sisk      214.235.2727      [martinsiskiv@gmail.com](mailto:martinsiskiv@gmail.com)

Marty is a good friend. Worked with him at Cutter Aviation for several years where he ran the shop and was Director of Maintenance.

Please let me know if I can provide further information on these references.

TP

**Boyd, Joey**

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**From:** Todd Parks <tparks@trueheadings.net>  
**Sent:** Friday, December 13, 2013 1:42 PM  
**To:** Boyd, Joey  
**Subject:** Re: RFP for FBO Services - Additional Information

Good afternoon Joey;

I have reviewed the financial projections presented last week. These projections did not include the purchase of fuel trucks, just the purchase of estimated fuel stock at the time we begin operations. The quantities used were 2200 gallons of Jet-A and 600 gallons of Av-Gas. These will of course need to be adjusted to the actual quantities on hand and calculated based on last cost. Aside from that nothing has changed.

We discussed maintenance of buildings, maintenance of fuel equipment and rental of the other maintenance facility and office space for the flight school should Eddie decide to take advantage of that offer.

Maintenance of the terminal building and attached shop area will be the FBO's responsibility. Repairs to the facility in excess of \$1000.00 would be submitted to the city for payment. FBO will be responsible for improvements to the facility supporting FBO operations.

Routine maintenance of fuel equipment and fuel trucks would be the responsibility of the FBO. Repairs to equipment and fuel trucks would be submitted to the city for payment.

We would propose rental of the north maintenance hanger currently occupied by the existing FBO to the current FBO based on the following schedule. Rental beyond the first twelve months would stabilize to the 12th month rate and governed under any existing rental agreements. The FBO would retain these rental revenues.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
North Maintenance Hangar	\$500.00	\$500.00	\$500.00	\$750.00	\$750.00	\$750.00	\$1250.00	\$1250.00	\$1250.00	\$1500.00	\$1500.00	\$1500.00
Flite School Facility	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
	\$750.00	\$750.00	\$750.00	\$1000.00	\$1000.00	\$1000.00	\$1500.00	\$1500.00	\$1500.00	\$1750.00	\$1750.00	\$1750.00

I am willing to work out an agreement regarding mowing of the airport and support facilities. I will need to have a closer look but if we can purchase a mower ( tractor and shredder ) this might be advantageous to both parties.

All buildings constructed after the execution of an FBO agreement will be managed by the FBO. A management fee of 10% of the rental rate for each building will be billed each month regardless of the building's rental status.

There are probably things to discuss but hopefully we can come to some agreement after discussing these issues further. Please let me know if you have additional questions or need further clarification on points presented.

Best Regards,

Todd Parks

SIGNATURE PAGE

EXECUTED this 20th day of MARCH, 2014.

City of Rockwall a Home Rule Municipality and  
Political Subdivision of the State of Texas



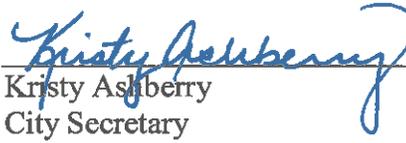
Richard Crowley  
City Manager



Todd Parks  
FBO

Approved as to Form:

\_\_\_\_\_  
City Attorney

Attest:   
Kristy Ashberry  
City Secretary

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