

ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, April 05, 2021 - 5:00 PM

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

I. Call Public Meeting to Order

II. Executive Session.

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

1. Discussion regarding Rockwall Municipal Court pursuant to Section 551.071 (Consultation with Attorney) and pursuant to Section 551.074 (Personnel Matters)
2. Discussion regarding possible acquisition of real property in the vicinity of FM-549 and SH-205 pursuant to Section §551.072 (Real Property).
3. Discussion regarding legal issues related to personnel matters pursuant to Section 551.071 (Consultation with Attorney).
4. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees - specifically the N. TX Municipal Water District (NTMWD) Board - pursuant to Section 551.074 (Personnel Matters)

III. Adjourn Executive Session

IV. Reconvene Public Meeting (6:00 P.M.)

V. Invocation and Pledge of Allegiance - Councilmember Campbell

VI. Proclamations

1. Child Abuse Awareness & Prevention Month
2. Robotics Week
3. Texas Coalition for Affordable Power - Recognition of Rockwall's 20 Year Membership

VII. Open Forum

This is a time for anyone to address the Council and public on any topic not already listed on the agenda or set for a public hearing. Per Council policy, public comments should be limited to three minutes out of respect for other citizens' time. If you have a topic that warrants longer time, please contact the City Secretary at kcole@rockwall.com to be placed on the Agenda during the "Appointment Items" portion of the meeting. This will allow your topic to be provided sufficient time for discussion and will permit proper notice to be given to the public. On topics raised during Open Forum, please know Council is not permitted to respond to your comments during the meeting since the topic has not been specifically listed on the agenda (the Texas Open Meetings Act requires that topics of discussion/deliberation be posted on an agenda not less than 72 hours in advance of the Council meeting). This, in part, is so that other citizens who may have the same concern may also be involved in the discussion.

VIII. Take any Action as a Result of Executive Session

IX. Consent Agenda

These agenda items are routine/administrative in nature, have previously been discussed at a prior City Council meeting, and/or they do not warrant Council deliberation. If you would like to discuss one of these items, please let the City Secretary know before the meeting starts so that you may speak during "Open Forum."

1. Consider approval of the minutes from the March 15, 2021 regular City Council meeting, and take any action necessary.

2. Consider authorizing the Interim City Manager to enter into a Boundary Agreement with the City of Heath to make minor corrections to the City's corporate limits, including approval of an **ordinance** concerning this matter, and take any action necessary. **(2nd reading)**
3. **Z2021-004** - Consider a request by Juan Maldonado for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.1150-acre parcel of land identified as Lot 890, Block E, Rockwall Lake Estates #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 418 Perch Road, and take any action necessary **(2nd Reading)**.
4. **Z2021-005** - Consider a request by Kevin Harrell of the Skorburg Company on behalf of Alex Freeman and Mark G. & Jessica K. Taylor for the approval of an **ordinance** for a *Zoning Change* from an Agricultural (AG) District to a Planned Development District for Single-Family 16 (SF-16) District land uses on a 37.844-acre tract of land identified as Tracts 17 & 17-01 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, generally located at the southeast corner of the intersection of FM-1141 and Clem Road, and take any action necessary **(2nd Reading)**.
5. Consider authorizing the Interim City Manager to execute an interlocal agreement with the North Central TX Emergency Communications District ("NCT9-1-1") for regional 9-1-1 services, and take any action necessary.
6. Consider authorizing the Interim City Manager to execute a professional engineering services contract with Cardinal Strategies Engineering Services, LLC to perform phase 2 of the Squabble Creek Watershed Hydrologic & Hydraulic Update in an amount not to exceed \$82,000.00, to be funded out of the Engineering Consulting Budget, and take any action necessary.
7. Consider authorizing the Interim City Manager to execute contract amendment to the professional engineering services contract with Volkert, Inc., to perform the engineering design and construction plans for the IH-30 Utility Relocation Project in an amount not to exceed \$210,419.00, to be funded out of the Water and Sewer Fund, and take any action necessary.
8. Consider authorizing the Interim City Manager to execute a contract amendment to the professional engineering services contract with Dannenbaum Engineering Company – Dallas, LLC, to perform the construction bidding and administration services for the Ridge Road West Reconstruction Project in an amount not to exceed \$33,262.62, to be funded out of the 2018 Street Bond Fund, and take any action necessary.
9. Consider approval of a professional engineering services contract with Birkhoff, Hendricks, & Carter, L.L.P. to perform the engineering design services for the IH-30 Water Line Crossing Project in an amount not to exceed \$94,465.00, to be funded out of the Water and Sewer Fund, and take any action necessary.
10. Consider authorizing the Interim City Manager to execute an Interlocal Purchasing Agreement between the City and North Central Texas Council of Governments, and take any action necessary.

X. Appointment Items

1. Appointment with representatives of Oncor Electric Delivery to provide a presentation on the February 2021 winter storm, and take any action necessary.

XI. Action Items

If your comments are regarding an agenda item below, you are asked to wait until that particular agenda item is up for discussion, and the Mayor or Mayor Pro Tem will call you forth to the podium to hear your comments (please limit to 3 minutes or less). This allows for all public comments to be grouped with each specific agenda item for the Council to consider, and they are then easily referenced in meeting recordings.

1. Discuss and consider non-emergency ambulance service transfer rates and possible exclusivity associated with transfers made within the City of Rockwall, and take any action necessary.
2. Discuss and consider directing staff to make changes to the Municipal Code of Ordinances addressing regulatory actions for improvements and storage on unleased land within the takeline, and take any action necessary.

3. Discuss and consider (3) pickleball courts to be located at The Park at Hickory Ridge, including the preliminary budget, and take any action necessary.
4. Discuss and consider filling vacancies on the city's Comprehensive Plan Advisory Committee (CPAC), and take any action necessary.

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

1. Building Inspections Monthly Report - February 2021
2. Fire Department Monthly Report - February 2021
3. Parks & Recreation Department Monthly Report - February 2021
4. Police Department Monthly Report - February 2021
5. Sales Tax Historical Comparison
6. Water Consumption Historical Statistics

XIII. Executive Session.

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

1. Discussion regarding Rockwall Municipal Court pursuant to Section 551.071 (Consultation with Attorney) and pursuant to Section 551.074 (Personnel Matters)
2. Discussion regarding possible acquisition of real property in the vicinity of FM-549 and SH-205 pursuant to Section §551.072 (Real Property).
3. Discussion regarding legal issues related to personnel matters pursuant to Section 551.071 (Consultation with Attorney).
4. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees - specifically the N. TX Municipal Water District (NTMWD) Board - pursuant to Section 551.074 (Personnel Matters)

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

XV. Adjournment

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

The City of Rockwall City Council reserves the right to adjourn into executive session at any time to discuss any of the matters listed on the agenda above, as authorized by Texas Government Code ¶ 551.071 (Consultation with Attorney) ¶ 551.072 (Deliberations about Real Property) ¶ 551.074 (Personnel Matters) and ¶ 551.087 (Economic Development)

I, Kristy Cole, City Secretary for the City of Rockwall, Texas, do hereby certify that this Agenda was posted at City Hall, in a place readily accessible to the general public at all times, on the 1st day of April, 2021 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
or Margaret Delaney, Asst. to the City Sect.

Date Removed

Rockwall,  Texas

Proclamation

Whereas, child abuse and neglect is a serious problem that affects every segment of our community, causing psychological, emotional and physical impacts that can have lifelong consequences for victims of abuse; and

Whereas, such atrocities not only directly harm children but also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, as well as risky behavior such as smoking; and

Whereas, effective child abuse prevention is cultivated by meaningful connections and partnerships between child welfare, education, health, community and faith-based organizations, businesses and law enforcement agencies; and

Whereas, the Child Advocacy Center of Rockwall County provides a multi-agency coordinated approach to the investigation, prosecution, and treatment of child abuse victims while providing a safe, child-friendly environment to more effectively seek justice and promote healing for Rockwall County's most vulnerable citizens; and

Whereas, Court Appointed Special Advocates - CASA volunteers - are assigned by the court to speak on behalf of a child's best interests, serving as a voice to ensure that children have the opportunity to grow up in a safe, loving, permanent home; and

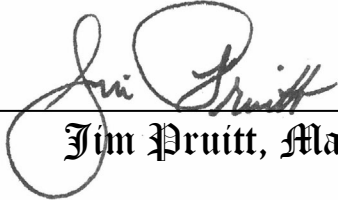
Whereas, the Rainbow Room is an emergency item resource center for abused children in the CPS system and is accessible 24-hours a day, 7 days a week to provide clothing, shoes and toys to children who need extra support.

Now, Therefore, I, Jim Pruitt, Mayor of the City of Rockwall, Texas, do hereby proclaim **APRIL 2021** as

CHILD ABUSE AWARENESS AND PREVENTION MONTH

in the City of Rockwall and encourage all citizens to work together to promote awareness while taking meaningful actions that benefit children and families in our community.

In Witness Whereof, I hereunto set my hand and official seal on this 5th day of April, 2021.



Jim Pruitt, Mayor

Rockwall  Texas

Proclamation

Whereas, robotics technology is a pillar of American innovation, an industry positioned to fuel a broad array of next-generation products and applications in fields as diverse as manufacturing, healthcare, national defense and security, agriculture and transportation; and

Whereas, robotics is uniquely adept at enabling students of all ages to learn important science, technology, engineering and math (STEM) concepts and inspiring them to pursue future careers in STEM related fields; and

Whereas, RoboWeek was established nationally by the U.S. House of Representatives in March of 2010 and has evolved into a series of events and activities aimed at increasing public awareness of the strength and importance of the U.S. robotics industry and of the tremendous social and cultural impacts that robotics will have on our future; and

Whereas, here in Rockwall several successful robotics teams exists including: “Full Metal Jackets” at the high school level; “Half Metal Jackets” at the middle school level, and “Full Metal Jackets, Jr.” at the elementary school level; and

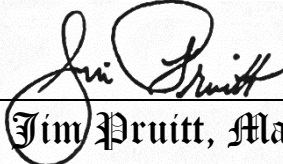
Whereas, under the guidance of volunteer mentors, students serving on these teams spend their free time building robots for competitions and sharing their excitement and passion for STEM-related learning.

Now, Therefore, I, Jim Pruitt, Mayor of the City of Rockwall, do hereby proclaim the week of **April 3-11, 2021**, as:

ROBO WEEK

in the City of Rockwall, and urge all citizens to share in the excitement of robotics across all ages, as we celebrate and showcase the strength of the robotics industry, including the amazing things yet to come in the future.

In Witness Whereof, I hereunto set my hand and official seal this 5th day of April, 2021.



Jim Pruitt, Mayor



MINUTES

ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, March 15, 2021 - 5:00 PM

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

I. CALL PUBLIC MEETING TO ORDER

Mayor Pruitt called the public meeting to order at 5:00 p.m. Present were Mayor Jim Pruitt, Mayor Pro Tem Kevin Fowler and Council Members Anna Campbell, Dana Macalik, Trace Johannesen and Bennie Daniels. Also present were Interim City Manager, Mary Smith; Assistant City Manager, Joey Boyd, and City Attorney Frank Garza. Councilmember John Hohenshelt participated in the meeting remotely (via ZOOM and telephone).

Mayor Pruitt read the below listed discussion items into the record before recessing the public meeting to go into Executive Session at 5:01 p.m.

II. EXECUTIVE SESSION.

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

1. Discussion regarding agreements between the City of Rockwall and Blackland Water Supply Corporation (WSC) pursuant to Section §551.071 (Consultation with Attorney).

Pulled from Public Agenda – Public Hearing Item #3: Z2021-005 - Hold a public hearing to discuss and consider a request by Kevin Harrell of the Skorburg Company on behalf of Alex Freeman and Mark G. & Jessica K. Taylor for the approval of an **ordinance** for a Zoning Change from an Agricultural (AG) District to a Planned Development District for Single-Family 16 (SF-16) District land uses on a 37.844-acre tract of land identified as Tracts 17 & 17-01 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, generally located at the southeast corner of the intersection of FM-1141 and Clem Road, and take any action necessary (**1st Reading**).

III. ADJOURN EXECUTIVE SESSION

Council adjourned its Executive Session at 5:45 p.m.

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

Mayor Pruitt reconvened the public meeting at 6:00 p.m.

V. INVOCATION AND PLEDGE OF ALLEGIANCE - COUNCILMEMBER JOHANNESSEN

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

VI. PROCLAMATIONS/AWARDS/RECOGNITIONS

1. Parks Maintenance Champions Day

Mayor Pruitt called forth Parks Director, Travis Sales, and his staff members. He then recognized and congratulated them for achieving second place at the recent Parks

Maintenance Rode competition. Pruitt then read and presented them with the proclamation.

VII. OPEN FORUM

Clint McNear
P.O. Box 2783
Forney, TX

Mr. McNear came forth and expressed concern about the leadership (“head in the sand”) associated with the Rockwall Police Department, and he referenced a survey which was conducted last year. He also referenced past meetings held with the previous city manager and with the current police chief. He expressed concern about several police officers who have left the City of Rockwall Police Department to take pay cuts and transfer to smaller agencies. He expressed that these concerns have been ongoing for more than one year and that the current police chief, Geron, stays in his office, earning \$150k / year while allowing others to do his job.

There being no one else wishing to come forth and speak at this time, Mayor Pruitt then closed Open Forum.

VIII. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

Council took no action as a result of Executive Session.

IX. CONSENT AGENDA

1. Consider approval of the minutes from the March 1, 2021 regular city council meeting, and take any action necessary.
2. Consider awarding a bid to Casco Industries and authorizing the Interim City Manager to execute a Purchase Order for new Firefighter Bunker Gear in the amount of \$30,220 to be funded out of the General Fund, Fire Operations Budget, and take any action necessary.
3. Consider awarding a bid to Axis Construction and authorizing the City Manager to execute a contract for new fences at the Justin Road and Shores Lift Stations in the amount of \$56,233 to be funded out of the Water and Sewer Fund, Wastewater Operations Budget, and take any action necessary.
4. Consider an **ordinance** amending the Code of Ordinances in Chapter 36 “Streets, Sidewalks, and Public Places”, Article II “Driveways,” Section 36-11 “Culverts” to include provisions for the maintenance, repair, and replacement of driveways and culverts, and take any action necessary. **(2nd reading)**
5. **Z2021-001** - Consider a request by Otoniel Jaramillo for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* on a 0.50-acre parcel of land identified as Lot 17, Block B, Lago Vista Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 18 (PD-18) for Single-Family 10 (SF-10) District land uses, addressed as 2825 Marcie Lane, and take any action necessary **(2nd Reading)**.
6. **P2021-004** - Consider a request by Dewayne Cain of EVSR (D), LLC for the approval of a Final Plat for Lots 1 & 2, Block A, DC Addition being a 22.27-acre tract of land identified as Tracts 2 & 2-4 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall

County, Texas, zoned Agricultural (AG) District, addressed as 777 Cornelius Road, and take any action necessary.

7. **P2021-005** - Consider a request by Bryan Connally of CBG Surveying Texas, LLC on behalf Helen Comeav Neller for the approval of a Preliminary Plat for Lots 1 & 2, Block A, Neller Addition being an 11.368-acre parcel of land identified as Lot 7, Block 1, Lofland Lake Estates Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family Estates 4.0 (SFE-4.0) District, addressed as 2380 FM-549, and take any action necessary.
8. **P2021-007** - Consider a request by Danielle Porten of REP Investments, LLC for the approval of a Preliminary Plat for Lots 1-5, Block A and Lot 1, Block X, Blackland Industrial Park Addition being a 10.27-acre tract of land identified as Tract 3-04 of the A. M. Wilson Survey, Abstract No. 223, Rockwall County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), addressed as 3500 Blackland Road, and take any action necessary.
9. Consider authorizing the Interim City Manager to enter into a Boundary Agreement with the City of Heath to make minor corrections to the City's corporate limits, including approval of an **ordinance** concerning this matter, and take any action necessary. **(1st reading)**
10. Discuss and consider approval of a resolution for the annual adoption of pro-rata equipment fees in accordance with the Mandatory Neighborhood Park Land Dedication Ordinance, and take any action necessary.
11. Discuss and consider approval of a resolution for the annual adoption of cash-in-lieu of land fees in accordance with the Mandatory Neighborhood Park Land Dedication Ordinance, and take any action necessary.

Councilmember Macalik moved to approve the entire Consent Agenda (#s 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11). Councilmember Johannesen seconded the motion. The ordinances were read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 21-13**

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, AMENDING CHAPTER 36, ARTICLE II, BY AMENDING SECTION 36-11 OF THE CODE OF ORDINANCES, CLARIFYING MAINTENANCE OF DRIVEWAYS AND DRIVEWAY CULVERTS ON CITY PROPERTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND PROVIDING FOR RELATED MATTERS.

**CITY OF ROCKWALL
ORDINANCE NO. 21-14
SPECIFIC USE PERMIT NO. S-244**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR *RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION* TO ALLOW THE CONSTRUCTION OF

A SINGLE-FAMILY HOME ON A 0.50-ACRE TRACT OF LAND, IDENTIFIED AS LOT 17, BLOCK B, LAGO VISTA ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**CITY OF ROCKWALL
ORDINANCE NO. 21-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS CONFIRMING AND APPROVING A JOINT ORDINANCE AND BOUNDARY AGREEMENT SETTING FORTH UPDATED CORPORATE BOUNDARIES FOR THE CITY OF ROCKWALL AND THE CITY OF HEATH; PROVIDING FOR CERTAIN AGREEMENTS AND ADJUSTMENTS TO THE CORPORATE BOUNDARIES OF THESE CITIES; PROVIDING FOR A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

X. APPOINTMENT ITEMS

1. Appointment with Planning & Zoning Commission chairman to discuss and answer any questions regarding planning-related cases on the agenda.

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

2. Appointment with Brittany Hardin, owner of Bonafide Betties Pie Co., to discuss and consider a request for approval of a mural design to be located on the side of her business at 109 E. Washington St., and take any action necessary.

Brittany Hardin and her husband came forth and provided brief comments to the Council concerning her request to approve a mural on the side of her business. Following brief comments between Mayor Pruitt and Director of Neighborhood Improvement Services, Jeffrey Widmer, concerning the city's sign codes, Councilmember Johannesen moved to approve the request, as presented. Mayor Pro Tem Fowler seconded the motion. Councilmember Macalik provided brief comments, expressing that she wonders how this might look as far as a 'cohesive look' goes in and around the downtown area.

The City's Main Street Manager, Bethany Browning, came forth and spoke to the Council, explaining that if this proposed mural contained the business' name, then it would be considered a 'sign,' and it would be prohibited. This, on the other hand, is considered to be a mural, and it goes thru the city's ART Commission for review before it comes before Council for review and possible approval.

Kathleen Morrow, a member of the city's ART Commission, came forth and shared that the ART Commission is operating currently under certain guidelines; however, new proposed guidelines will come forth before Council in the near future, and those will address some of Council's concerns. In the meantime, the ART Commission did review this item and has recommended its approval.

Mayor Pruitt expressed that he would like the city staff – specifically the city's attorney – to explore the legalities associated with this request and come back to the Council at a later date with more information from a legal standpoint before Council takes action on this request. Johannesen and Fowler withdrew their motion and 'second,' and Pruitt indicated that this item will reappear on the next, regular city council meeting agenda for further consideration at that time.

XI. PUBLIC HEARING ITEMS

1. **Z2021-002** - Hold a public hearing to discuss and consider a request by Lisa White of Boing US HoldCo, Inc. on behalf of Donald L. Silverman of Rockwall 205-552, LLC for the approval of an ordinance for a *Specific Use Permit (SUP)* allowing a *Self Service Car Wash and Auto Detail* on a 0.89-acre tract of land identified as a portion of Lot 2, Block A, Dalton Goliad Addition, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 3611 N. Goliad Street [SH-205], and take any action necessary (1st Reading).

Planning Director, Ryan Miller, provided background information concerning this agenda item. Mayor Pruitt asked if the applicant addressed any of the Council's concerns when Council remanded this back to the P&Z Commission. Mr. Miller shared that no – the applicant did not address any of the concerns.

Mayor Pruitt opened the public hearing.

Dennis Dayman
519 Cellars Court
Rockwall, TX 75087

Mr. Dayman came forth briefly and generally encouraged Council to deny this request.

Bob Wacker
309 Featherstone
Rockwall, TX

Mr. Wacker expressed concern about the potential disturbances that will be caused by noise associated with this proposed carwash, especially the vacuum cleaners.

Mayor Pro Tem Fowler moved to deny Z2021-002. Councilmember Johannesen seconded the motion, which passed by a vote of 7 ayes to 0 nays.

2. **Z2021-004** - Hold a public hearing to discuss and consider a request by Juan Maldonado for the approval of an ordinance for a *Specific Use Permit (SUP)* for *Residential Infill in an Established*

Subdivision for the purpose of constructing a single-family home on a 0.1150-acre parcel of land identified as Lot 890, Block E, Rockwall Lake Estates #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 418 Perch Road, and take any action necessary **(1st Reading)**.

Planning Director, Ryan Miller, provided background information pertaining to this agenda item. This is located on the east side of the Lake Rockwall Estates (LRE) Subdivision in PD-75. Council is asked to look at the size, location and architecture of the proposed home to determine if it is visually similar to the existing housing. In this instance, the garage orientation and side yard setback does not adhere to the city's ordinance requirements. He generally went on to explain that the Council has a great deal of discretion when making decisions related to PD-75 and the LRE neighborhood. Notices were sent out to all property owners and residents located within 500' of the subject property. No notices were received back (neither "for" nor "against"). The Planning & Zoning Commission has recommended approval of this request.

Mayor Pruitt opened the public hearing, asking if anyone would like to come forth and speak at this time. There was no one indicating such, so he closed the Public Hearing. Mayor Pro Tem Fowler moved to approve Z2021-004. Councilmember Johannesen seconded the motion. The ordinance was read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 21-XX
SPECIFIC USE PERMIT NO. S-2XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL AND PLANNED DEVELOPMENT DISTRICT 75 (PD-75) [ORDINANCE NO. 16-01], ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR *RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION* TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.115-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 890, BLOCK E, ROCKWALL LAKE ESTATES #1 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

- 3. Z2021-005 - Hold a public hearing to discuss and consider a request by Kevin Harrell of the Skorburg Company on behalf of Alex Freeman and Mark G. & Jessica K. Taylor for the approval of an ordinance for a Zoning Change from an Agricultural (AG) District to a Planned Development District for Single-Family 16 (SF-16) District land uses on a 37.844-acre tract of land identified as Tracts 17 & 17-01 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County,**

Texas, zoned Agricultural (AG) District, generally located at the southeast corner of the intersection of FM-1141 and Clem Road, and take any action necessary **(1st Reading)**.

Planning Director, Ryan Miller, provided background information pertaining to this agenda item. Notices were sent out to adjacent property owners (17) located within 500' of the subject property and that are located within the City. Two e-mails were received back in opposition of the request. As a result of notices received back, it will require a $\frac{3}{4}$ majority vote of Council in order for it to be approved this evening. The P&Z Commission has recommended approval of this request by a vote of 5 to 0 with two commissioners having been absent from that P&Z meeting.

Mayor Pruitt called forth the applicant to address Council at this time.

**Adam Buczek
Skorburg Co. & Windsor Homes
8214 Westchester Drive, Suite 900
Dallas, TX 75225**

Mr. Buczek came forth and briefed the Council on details pertaining to this proposed subdivision.

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

**Bob Wacker
309 Featherstone
Rockwall, TX 75087**

Mr. Wacker came forth and generally expressed that he is in support of this proposal.

**Mr. Steven Garvey
9 Taber Road
Rockwall, (County) TX**

Mr. Garvey came forth and shared that he lives right beside this proposed development in the city's ETJ. He has concerns about possible water 'run off,' and he urged the Council to ensure that potential flooding concerns are addressed. He does not want his property to become flooded as a result of this development.

**Forris W. Barton, Jr.
1209 Marilyn Jayne Lane
Rockwall, TX 75087**

Mr. Barton came forth and generally expressed concern about the density proposed along with this development. He would really like to see the lots at $\frac{1}{2}$ acre in size.

**Patty Muggeo
2317 Saddlebrook Lane**

Rockwall, TX 75087

Ms. Muggeo expressed great concern about the density proposed with this development. It is too many houses, and it will end up making Rockwall be like Brooklyn New York. It is situated along a major, dangerous curve in the main road, and the density will result in a lot of vehicles trying to get out on that roadway...it will be dangerous. She generally spoke in opposition of the proposal.

**Patricia Couch
1216 Marilyn Jane
Rockwall, TX 75087**

Ms. Couch expressed concern about the proposed density, expressing the belief that the proposal has too many houses. Also, she has concerns about wildlife and the wildlife possibly becoming displaced.

**Steve Curtis
2130 FM 1141
Rockwall, (County) TX 75087**

Mr. Curtis acknowledged that he lives in the city's ETJ. He went on to speak about the City's Comprehensive Plan, expressing that the proposed lots need to be larger. He believes this proposed density is 'out of character' for this area. The product (homes themselves) are great, but people who live in this area moved there for the large lots and land. He expressed that he went and personally spoke to each person about the proposed development (those living on Marilyn Jane and/or within the Saddlebrook subdivision), and those with whom he spoke voluntarily signed Mr. Curtis' petition, expressing opposition to the proposed subdivision development. He went on to explain the results of the 'petition' he conducted. He spoke in opposition of the proposal because of what he believes to be high density. He believes people want – not only large houses – but large lots too.

**Mark Taylor
(Property Owner)
237 Clem Road
Rockwall, TX 75087**

Mr. Taylor shared that he, his wife and family have lived in Rockwall for many years. He is the property owner, and he believes the 'highest and best use' for his property is not to run cattle on it any longer but to sell it to a reputable, proven developer who plans to build a residential development that completely complies with the city's development regulations. He generally urged the Council to approve this request this evening.

**Lesley Pettengill
2130 FM 1131
Rockwall, (County) TX 75087**

Ms. Pettengill shared a video clip, showing major flooding that has been present in and around her own, personal property for quite some time now. (She lives in the County, outside of the city limits). She expressed dissatisfaction in the city and county not doing anything to help rectify flooding in and around this area up until this point in time. She is concerned about the developer proposing onsite flood management via a retention pond (or ponds). She believes that such a retention pond would need to be quite large in order to properly contain the water run off that this development will create. She wants some environmental studies to be conducted, especially pertaining to potential flooding, water run off and wildlife-related concerns. She has concerns about the developer not truly meeting the “20% open space” that is required of him, and that is likely why he is breaking this up into two, separate proposals. She shared that she presumes the developer will pay for city sewer service to be run to the development at his expense. She stated that the developer is unsure if the development will be on city water or Mt. Zion water. She is on Mt. Zion water, and she is concerned about how this development might impact her water pressure. She also has concerns about the electric grid and the potential impacts this development will pose to ‘power’ (electricity) to homes in and around this area. She believes there are a lot of unanswered questions that need to be considered related to this proposed development. She generally spoke in opposition to this proposed development.

Mayor Pruitt engaged Planning Director, Ryan Miller, to answer some questions and provide clarification pertaining to SF-16 subdivisions, the (nearby) Saddlebrook Estates Subdivision as well as ‘environmental impact studies.’ Brief comments were made regarding lot size relative to septic system requirements both within the city and out in the county. Mr. Miller generally explained that and why an environmental study is not required associated with this proposed development. However, the developer will have to conduct a ‘traffic impact analysis’ to TXDOT. Councilmember Johannesen asked for clarification regarding regulations that are in place to mitigate storm water and ‘run off.’ Ms. Williams shared that the city does have regulations in place and a developer is not allowed to vary from those requirements.

Councilmember Macalik clarified that this request is pertaining to 56 single-family, residential lots.

City Attorney Frank Garza spoke at the request of Mayor Pruitt, regarding “low density residential development” that is outlined in the city’s 2040 Comprehensive / Master Plan. He clarified that this proposal is in conformance with “low density” and is in accordance with the city’s Master Plan. “Low density,” according to the Plan, allows for SF-16 density to have up to 2 ½ acre units per gross acre, and this proposal includes 1.48 dwelling units per acre, which is clearly in conformance with the Master Plan.

Councilmember Johannesen pointed out that sometimes Council has denied a certain project, and then something “worse” came up for proposal thereafter. Mr. Miller shared that Kroger has been referred to in the past. Initially a developer was asking to build an assisted living facility. The neighborhood came out and spoke against it, and then – ultimately – the Kroger was built in that location “by right.” Johannesen

pointed out that this proposal is in conformance with the city's Comp Plan, and the developer is not asking for any variances. Brief discussion took place between the Council and city attorney regarding potential litigation that the city may face if it were to deny this request (in this particular circumstance/instance).

Councilmember Daniels asked Mr. Miller for clarification on SF-16 – how many lots could be put on the property and still remain within the guidelines prescribed by SF-16? The answer is – ‘considerably more’ than the 56 lots currently being proposed tonight by this developer. Mr. Miller and Ms. Williams shared that it could be up to as many as 89 homes.

Councilmember Johannesen moved to approve Z2021-005. Councilmember Daniels seconded the motion. The ordinance was read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 21-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO PLANNED DEVELOPMENT DISTRICT XX (PD-XX) FOR SINGLE-FAMILY 16 (SF-16) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 38.012-ACRE TRACT OF LAND IDENTIFIED AS TRACT 17 & 17-01 OF THE W. M. DALTON SURVEY, ABSTRACT NO. 72, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY *EXHIBIT 'A'* AND DEPICTED HEREIN BY *EXHIBIT 'B'*; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

Indication was given that a ‘super majority’ vote of the Council is required in order for this to pass this evening. Mayor Pruitt called for the vote, and the motion to approve passed unanimously of Council (7 ayes to 0 nays).

EXECUTIVE SESSION.

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

1. Discussion regarding agreements between the City of Rockwall and Blackland Water Supply Corporation (WSC) pursuant to Section §551.071 (Consultation with Attorney).

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

Council did not reconvene in Ex. Session following the close of the public meeting agenda. No action was taken as a result of Executive Session.

XIV. ADJOURNMENT

Mayor Pruitt adjourned the meeting at 7:34 p.m.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 5th
DAY OF APRIL, 2021.**

JIM PRUITT, MAYOR

ATTEST:

KRISTY COLE, CITY SECRETARY

CITY OF ROCKWALL

ORDINANCE NO. 21-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS CONFIRMING AND APPROVING A JOINT ORDINANCE AND BOUNDARY AGREEMENT SETTING FORTH UPDATED CORPORATE BOUNDARIES FOR THE CITY OF ROCKWALL AND THE CITY OF HEATH; PROVIDING FOR CERTAIN AGREEMENTS AND ADJUSTMENTS TO THE CORPORATE BOUNDARIES OF THESE CITIES; PROVIDING FOR A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Rockwall and the City of Heath are adjacent and neighboring municipalities that currently share a common boundary, and which are empowered by the constitution of the State of Texas to establish their respective corporate boundaries; and,

WHEREAS, the City of Rockwall and the City of Heath seek to avoid conflicts and uncertainty relative to the extent of their corporate boundaries; and,

WHEREAS, the City of Rockwall and the City of Heath have determined it necessary to adjust their corporate boundaries through a *Joint Ordinance and Boundary Agreement* to address minor inconsistencies in said boundaries in the interest of public safety; and,

WHEREAS, Section 43.015, *Authority of Adjacent Municipalities to Change Boundaries*, of the Texas Local Government Code allows for adjacent municipalities to make mutually agreeable changes to the their boundaries that are less than 1,000-feet in width.

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

SECTION 1. The City Council of the City of Rockwall finds that the above and foregoing recitals are true and accurate and are hereby incorporated for all purposes as official findings of the City Council of the City of Rockwall.

SECTION 2. The terms and conditions of the *Joint Ordinance and Boundary Agreement*, attached in *Exhibit 'A'* of this ordinance -- *which herein after shall be referred to as the Agreement and incorporated by reference herein* -- are hereby approved, authorized and accepted, which confirm and adjust the respective corporate boundaries of the City of Rockwall and the City of Heath, as more specifically described and depicted in *Exhibit 'B'* and *Exhibit 'C'* of this ordinance -- *which herein after shall be referred to as the Boundary Maps and incorporated by reference herein*. The Mayor is hereby authorized and directed to execute this *Ordinance* and the attached *Agreement* in *Exhibit 'A'* and deliver the *Agreement* to the City of Heath for consideration and execution.

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

SECTION 4. All prior annexations or actions by the City of Rockwall in conflict with the boundaries reflected in the *Boundary Maps* are hereby rescinded, voided, and repealed to the extent of that conflict.

SECTION 5. 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 6. That this ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 5th DAY OF APRIL, 2021.**

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: March 15, 2021

2nd Reading: April 5, 2021

CITY OF ROCKWALL ORDINANCE NO. 21-15
CITY OF HEATH ORDINANCE NO. 2102XXX

WHEREAS, the City of Rockwall (hereinafter referred to as *ROCKWALL*) is a home-rule city located in Rockwall County; and,

WHEREAS, the City of Heath (hereinafter referred to as *HEATH*) is a home-rule city located in Rockwall County; and,

WHEREAS, *ROCKWALL* and *HEATH* share a common boundary; and,

WHEREAS, *ROCKWALL* and *HEATH* desire to adjust the boundary between the two (2) cities to insure public safety and effective delivery of municipal serves; and,

WHEREAS, Section 43.015, *Authority of Adjacent Municipalities to Change Boundaries by Agreement*, of the Texas Local Government Code authorizes adjacent municipalities to make mutually agreeable changes to their boundaries that are less than 1,000-feet in width; and,

WHEREAS, Section 43.142, *Disannexation According to Municipal Charter in Home Rule Municipality*, of the Texas Local Government Code allows a home-rule municipality to disannex areas in the municipality in accordance with the rules as maybe provided by its City Charter.

NOW, THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED by the City Council of the *ROCKWALL*, Texas and the City Council of the *HEATH*;

SECTION 1. Pursuant to Section 43.015, *Authority of Adjacent Municipalities to Change Boundaries by Agreement*, of the Texas Local Government Code, *ROCKWALL* and *HEATH* hereby agree that the boundary between the cities will be adjusted as set out herein so that ~0.95-acres of land, described and depicted in *Exhibit 'B'* of the ordinance -- *which herein after shall be referred to as Area 1 and incorporated by reference herein* -- and with a width of less than 1,000-linear feet, will be located within the corporate limits of *ROCKWALL*. In accordance with this *Joint Ordinance and Boundary Agreement*, *HEATH* hereby relinquishes claim to the ~0.95-acres of land described as *Area 1* to *ROCKWALL* and discontinues to depicted such property as within the corporate limits of *HEATH*.

SECTION 2. Pursuant to Section 43.015, *Authority of Adjacent Municipalities to Change Boundaries by Agreement*, of the Texas Local Government Code, *ROCKWALL* and *HEATH* hereby agree that the boundary between the cities will be adjusted as set out herein so that ~2.68-acres of land, described and depicted in *Exhibit 'C'* of the ordinance -- *which herein after shall be referred to as Area 1 and incorporated by reference herein* -- and with a width of less than 1,000-linear feet, will be located within the corporate limits of *ROCKWALL*. In accordance with this *Joint Ordinance and Boundary Agreement*, *HEATH* hereby relinquishes claim to the ~2.68-acres of land described as *Area 1* to *ROCKWALL* and discontinues to depicted such property as within the corporate limits of *HEATH*.

SECTION 3. This ordinance shall be cumulative of all provisions of the ordinances of the *ROCKWALL* and the *HEATH*, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4. It is hereby declared to be the intention of the City Council of the *ROCKWALL* and the City Council of the *HEATH* that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgement of decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. The *ROCKWALL* and the *HEATH* do hereby covenant and agree to protect, preserve, and defend the herein described boundary adjustment.

SECTION 6. *ROCKWALL* and *HEATH* agree and ordain that the adoption by both cities of this *Joint Ordinance Boundary Agreement*, and the boundary change resulting from this *Agreement* do not mitigate diminish or lessen in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations or Extraterritorial Jurisdiction (ETJ) claims made by the other party.

SECTION 7. This *Joint Ordinance Boundary Agreement* shall become effective and shall become a binding agreement upon *ROCKWALL* and *HEATH* by the adoption of same in regular open City Council meetings of *ROCKWALL* and *HEATH*.

SECTION 8. The Mayor of each City shall execute this *Joint Ordinance Boundary Agreement*, upon adoption by both cities.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 5th DAY OF APRIL, 2021.

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HEATH, TEXAS, THIS
THE [] DAY OF APRIL, 2021.**

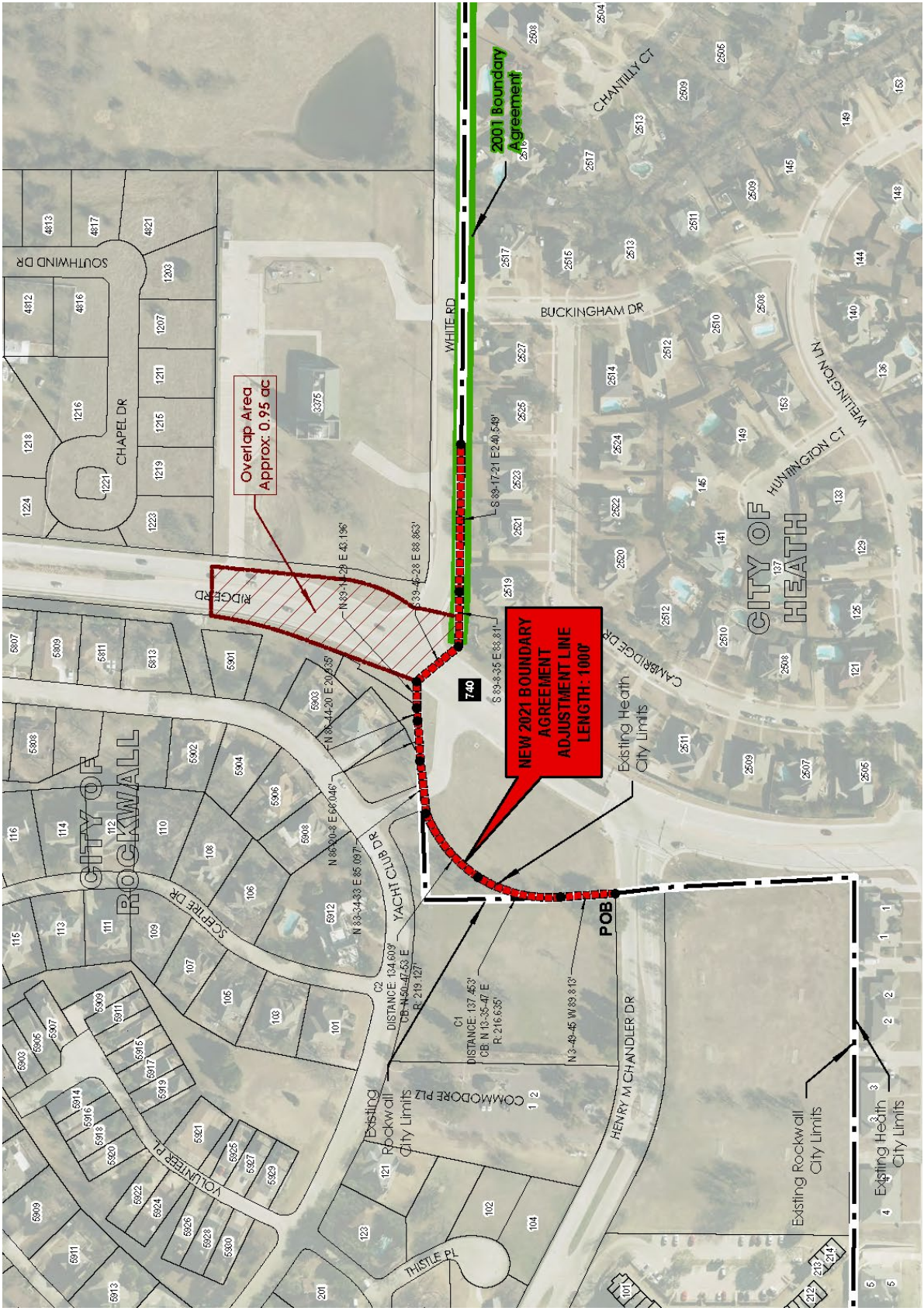
Kelson Elam, Mayor

ATTEST:

Norma Duncan, City Secretary

APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney



Overlap Area
Approx: 0.95 ac

**NEW 2021 BOUNDARY
AGREEMENT
ADJUSTMENT LINE
LENGTH: 1000'**

2001 Boundary
Agreement

POB

BEGINNING at a point at the southeastern corner of Abstract 207, E. Teal Survey, Tract 134; RCAD#12833 (also being near the northwestern corner of Henry M. Chandler Drive and Ridge Road), City of Rockwall, for a **POINT OF BEGINNING**;

THENCE N 03° 49' 45" W along the western right-of-way of Ridge Road (FM-740) a distance of 89.813-feet to the beginning of a curve to the right having a radius of 216.635-feet;

CONTINUING along said curve to the right, through a chord distance of 137.453-feet, chord bearing of N 13° 35' 47" E to the beginning of a curve to the right having a radius of 219.127-feet;

CONTINUING along said curve to the right, through a chord distance of 134.609-feet, chord bearing of N 50° 47' 53" E to a point;

THENCE N 83° 34' 33" E a distance of 85.097-feet to a point;

THENCE N 86° 20' 08" E continuing along said right-of-way line a distance of 66.046-feet to a point;

THENCE N 86° 44' 20" E a distance of 20.935-feet to a point;

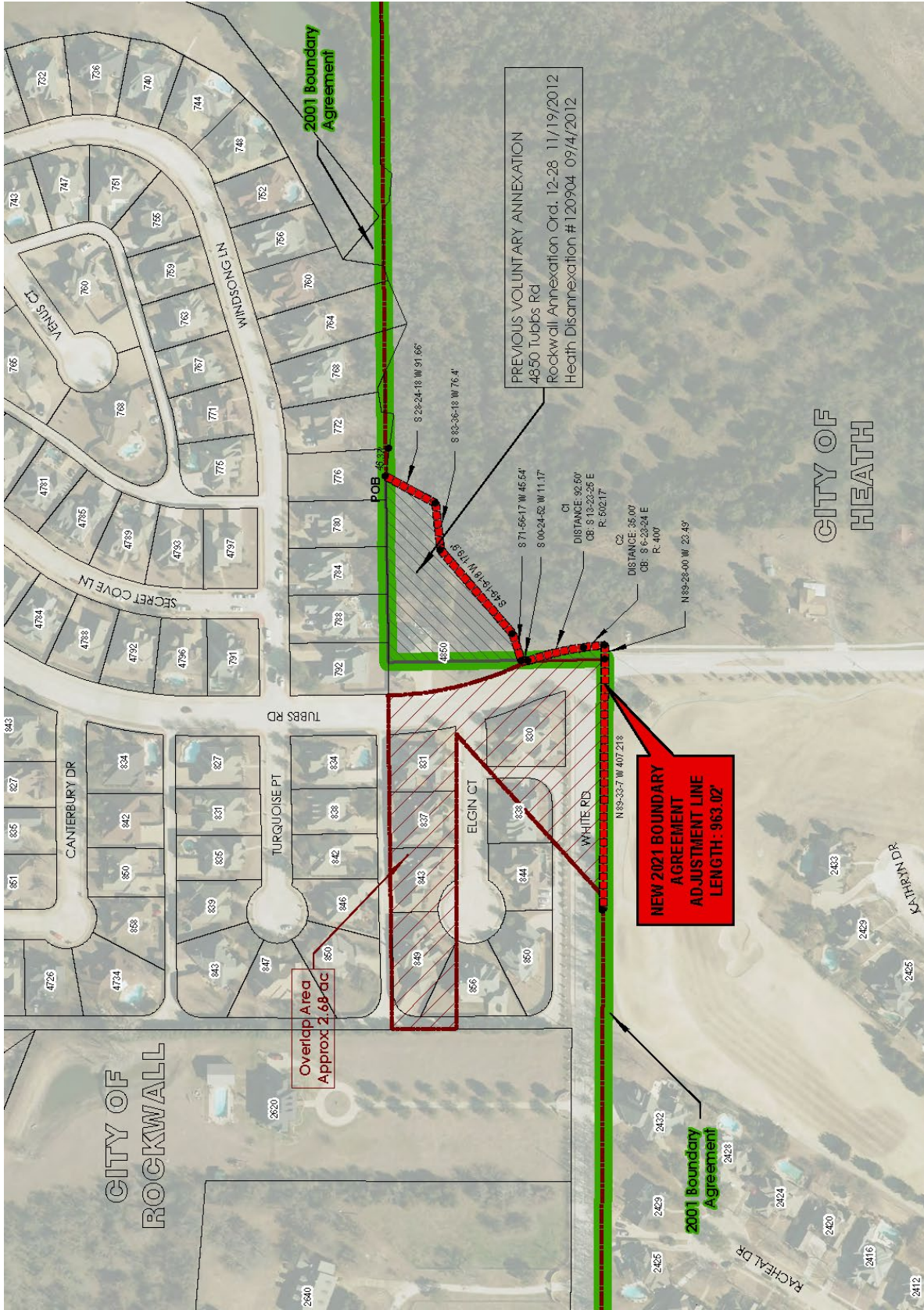
THENCE N 89° 14' 29" E a distance of 43.196-feet to a point;

THENCE S 39° 46' 28" E crossing Ridge Road a distance of 88.863-feet to a point;

THENCE S 89° 8' 35" E a distance of 88.81-feet to a point;

THENCE S 89° 17' 21" E for a distance of 240.549-feet to a **POINT OF ENDING** along the 2001 Rockwall-Heath Boundary Agreement, also being a projection of the south right of way line of White Road.

NOTE: The above description is intended to follow all existing City Limits, right of way, and parcel lines where intended.



COMMENCING at a point at the southeastern corner of Rainbow Lakes Addition Lot 21 (776 Windsong Lane), City of Rockwall, thence N 83° 0' 53" W a distance of 45.37-feet for a **POINT OF BEGINNING**;

THENCE S 28° 24' 18" W along an eastern boundary of Lot 1, Block B, Foxchase Addition, Phase 7, City of Rockwall subdivision plat for a distance of 91.66-feet to a point;

THENCE S 83° 36' 18" W continuing along said boundary line a distance of 76.40-feet to a point;

THENCE S 49° 19' 18" W a distance of 179.90-feet to a point;

THENCE S 71° 56' 17" W a distance of 45.54-feet to a point;

THENCE S 00° 24' 52" E along the 2001 City of Rockwall and City of Heath Boundary Agreement Line a distance of 11.17-feet to the beginning of a curve to the right having a radius of 502.17-feet;

CONTINUING along said curve to the right, through a chord distance of 92.50-feet, chord bearing of S 13° 23' 25" E to the beginning of a curve to the right having a radius of 400.00-feet;

CONTINUING along said curve to the right, through a chord distance of 35.00 feet, chord bearing of S 6° 23' 25" E to a point;

THENCE N 89° 28' 00" W a distance of 23.49-feet to a point;

THENCE N 89° 33' 07" W for a distance of 407.218-feet to a **POINT OF ENDING** along the said 2001 Boundary Agreement, also being a projection of the south right of way line of White Road.

NOTE: The above description is intended to follow all existing City Limits, right of way, and parcel lines where intended.

CITY OF ROCKWALL

ORDINANCE NO. 21-16

SPECIFIC USE PERMIT NO. S-245

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL AND PLANNED DEVELOPMENT DISTRICT 75 (PD-75) [ORDINANCE NO. 16-01], ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR *RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION* TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.115-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 890, BLOCK E, ROCKWALL LAKE ESTATES #1 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Juan Maldonado for the approval of a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* to allow the construction of a single-family home on a 0.115-acre parcel of land being described as Lot 890, Block E, Rockwall Lake Estates #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 418 Perch Road, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code (UDC) [Ordinance No. 20-02] and Planned Development District 75 (PD-75) [Ordinance No. 16-01] of the City of Rockwall should be amended as follows:

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

SECTION 1. That the Unified Development Code (UDC) [Ordinance No. 20-02] and Planned Development District 75 (PD-75) [Ordinance No. 16-01] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* to allow the construction of a single-family home in an established subdivision in accordance with Article 04, *Permissible Uses*, the Unified Development Code (UDC) [Ordinance No. 20-02] on the *Subject Property*; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 03.01, *General Residential District Standards*, and Subsection 03.07, *Single-Family 7 (SF-7) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02] and to the requirements set forth in Planned Development District 75 (PD-75) [Ordinance No. 16-01] -- *as heretofore amended and may be amended in the future* - and with the following conditions:

2.1 OPERATIONAL CONDITIONS

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

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

2.2 COMPLIANCE

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

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

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

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

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

SECTION 6. If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the

ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 5TH DAY OF APRIL, 2021.**

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: March 15, 2021

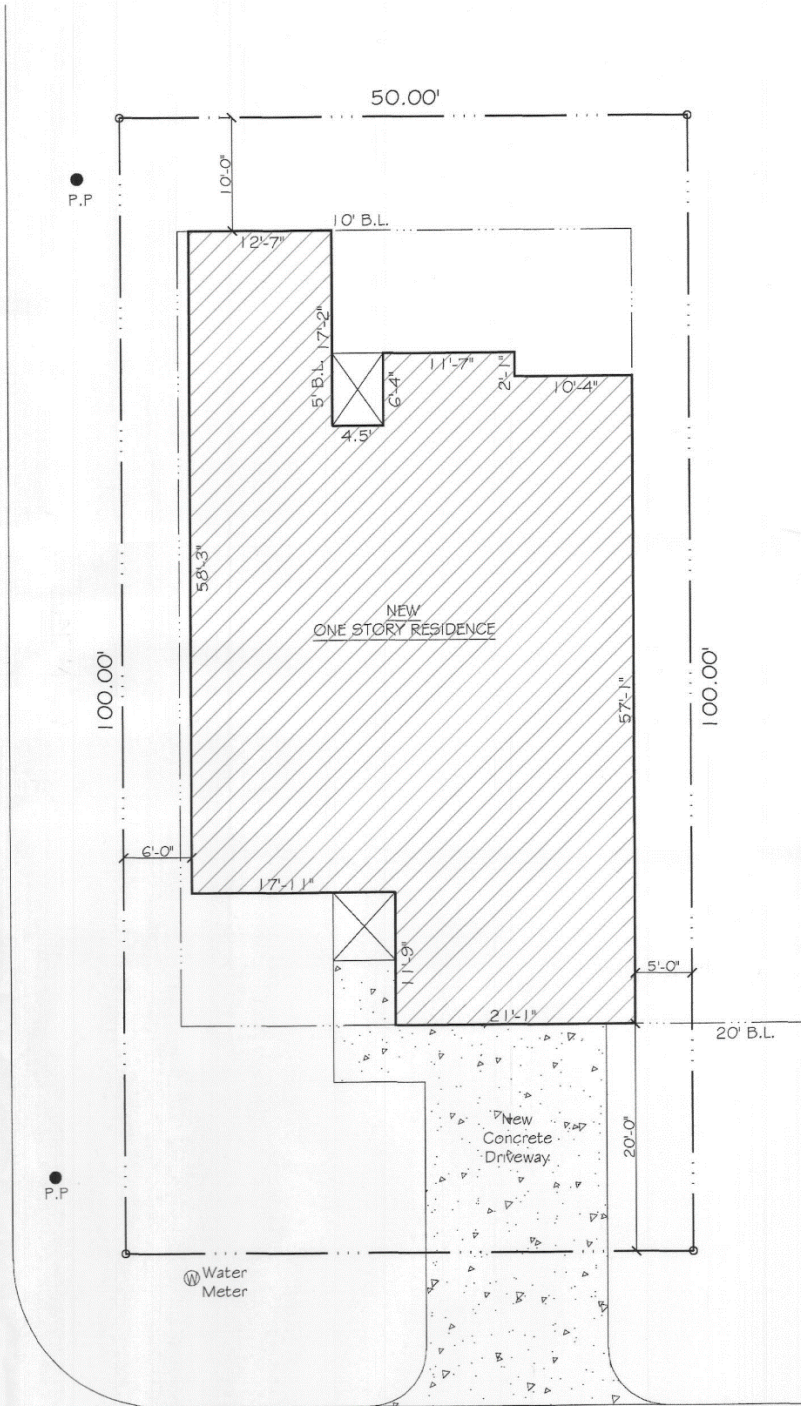
2nd Reading: April 5, 2021

Address: 418 Perch Road

Legal Description: Lot 890, Block E, Rockwall Lake Estates #1 Addition

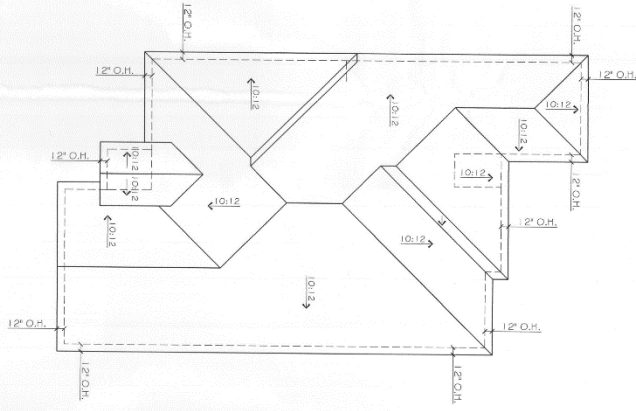


SUNFISH ROAD



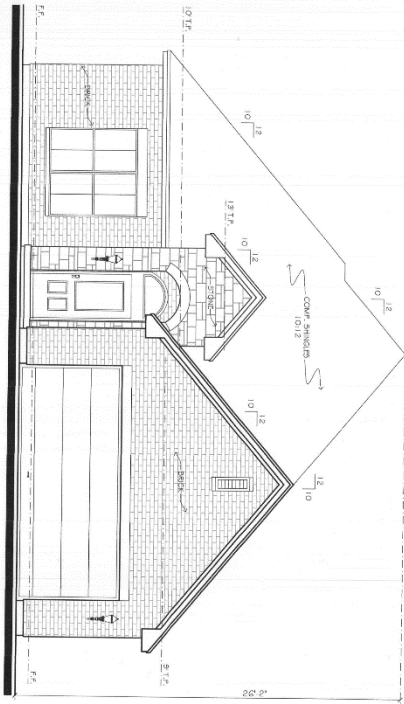
PERCH ROAD

ROOF PLAN



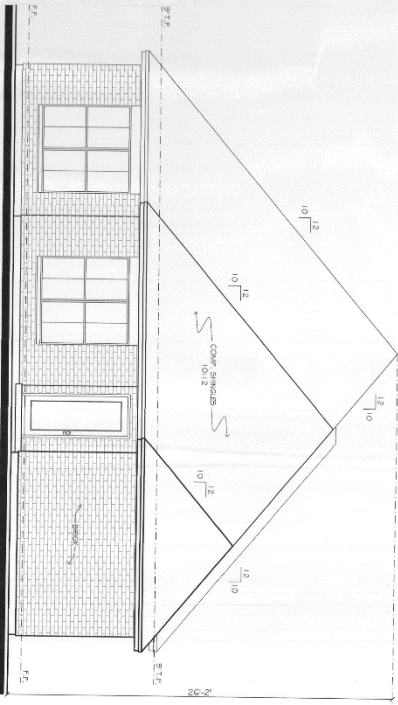
SCALE: 1/8" = 1'-0"

FRONT ELEVATION

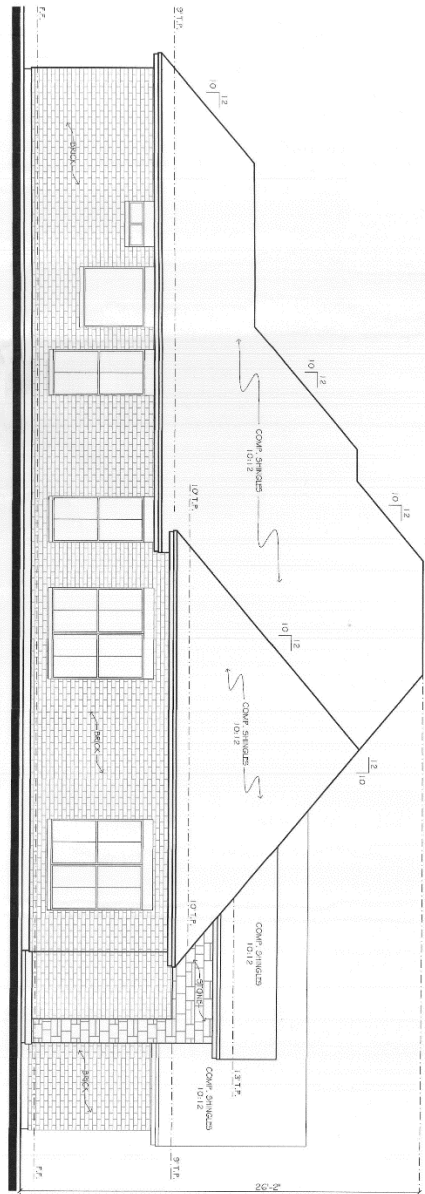


SCALE: 1/4" = 1'-0"

REAR ELEVATION

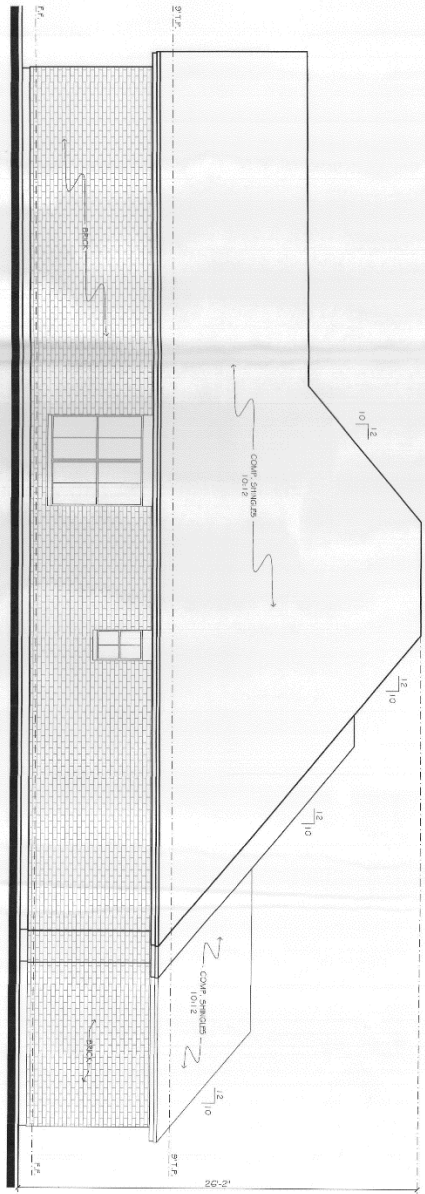


SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4"=1'-0"



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

CITY OF ROCKWALL

ORDINANCE NO. 21-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO PLANNED DEVELOPMENT DISTRICT 91 (PD-91) FOR SINGLE-FAMILY 16 (SF-16) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 38.012-ACRE TRACT OF LAND IDENTIFIED AS TRACT 17 & 17-01 OF THE W. M. DALTON SURVEY, ABSTRACT NO. 72, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY *EXHIBIT 'A'* AND DEPICTED HEREIN BY *EXHIBIT 'B'*; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request by Kevin Harrell of the Skorburg Co. on behalf of Mark Taylor and Alex Freeman for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single-Family 16 (SF-16) District land uses, on a 38.012-acre tract of land identified as Tract 17 & 17-01 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas and more fully described in *Exhibit 'A'* and depicted in *Exhibit 'B'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

SECTION 1. That the *Subject Property* shall be used only in the manner and for the purposes authorized by this Planned Development District Ordinance and the Unified Development Code [*Ordinance No. 20-02*] of the City of Rockwall as heretofore amended, as amended herein by granting this zoning change, and as maybe amended in the future;

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

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

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

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

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

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

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

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

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

SECTION 9. That this ordinance shall take effect immediately from and after its passage;

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 5TH DAY OF APRIL, 2021.

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: March 15, 2021

2nd Reading: April 5, 2021

Exhibit 'A':
Legal Description

Tract 1 (±26.012-Acres)

All that certain lot, tract or parcel of land situated in the William Dalton Survey, Abstract No. 72, Rockwall County, Texas. Being a part of that certain tract of land conveyed to Glen D. Walker and wife, Nita A. Walker, recorded in *Volume 542, Page 12*, Real Property Records, Rockwall County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 60D nail found for corner at the intersection near the center of Clem Road and the recognized southeast line of FM-1141, said point being the northwest corner of herein described tract;

THENCE North 89 Degrees 06 Minutes 09 Seconds East, within said Clem Road and the recognized north line of said *Walker Tract*, a distance of 533.77-feet to a point for corner, said point being the northeast corner of herein described tract and the northwest corner of a tract of land described in deed to Mark G. and Jessica K. Taylor, recorded in *Volume 7106, Page 191*, Official Public Records, Rockwall County, Texas;

THENCE South 01 Degrees 23 Minutes 21 Seconds West, along the west line of said *Taylor Tract*, passing a ½-inch iron rod found with yellow cap stamped *BG&A RPLS 5569* for witness at a distance of 17.18-feet and continuing for a total distance of 283.63-feet to a 4-inch metal fence corner for angle point;

THENCE South 05 Degrees 06 Minutes 43 Seconds West, along the west line of said *Taylor Tract*, a distance of 113.32-feet to a 4-inch metal fence corner for angle point;

THENCE South 05 Degrees 35 Minutes 13 Seconds West, along the west line of said *Taylor Tract*, a distance of 597.75-feet to a ½-inch iron rod found with yellow cap stamped *BG&A RPLS 5569* for corner, said point being an inner ell corner of herein described tract and the southwest corner of said *Taylor Tract*;

THENCE North 89 Degrees 06 Minutes 09 Seconds East, along the south line of said *Taylor Tract*, a distance of 574.09-feet to a ½-inch iron rod found with yellow cap stamped *BG&A RPLS 5569* for corner in the west line of a tract of land conveyed to Allen and Lisa Stevenson, recorded in *Volume 171, Page 885*, Real Property Records, Rockwall County, Texas, said point being the southeast corner of said *Taylor Tract* and the most southerly northeast corner of herein described tract;

THENCE South 00 Degrees 06 Minutes 20 Seconds East along the recognized east line of said *Walker Tract* and the west line of said *Stevenson Tract* a distance of 334.12-feet to a 3/8-inch iron rod found for corner, the apparent northeast corner of Lot 5 of Meadowview Ranch Estates, recorded in *Cabinet A, Slide 247*, Plat Records, Rockwall county, Texas, said point being the recognized southeast corner of said *Walker Tract* and the apparent southwest corner of said *Stevenson Tract*;

THENCE South 89 Degrees 13 Minutes 16 Seconds West, along the recognized south line of said *Walker Tract*, a distance 510.41-feet to a 3/8-inch iron rod found for angle point;

THENCE North 89 Degrees 58 Minutes 55 Seconds West, along the recognized south line of said *Walker Tract*, a distance of 778.67-feet to a ½-inch iron rod set with yellow cap stamped *BG&A RPLS 5569* for corner in the recognized east line of said FM-1141, said point being the southwest corner of herein described tract;

THENCE North, along the recognized east line of said highway, passing a 60D nail found on a wood highway monument for witness at a distance of 734.11-feet and continuing for a total distance of 810.94-feet to a ½-inch iron rod set with yellow cap stamped *BG&A RPLS 5569* at the beginning of a curve to right having a central angle of 39 Degrees 09 Minutes 01 Seconds, a radius of 533.14-feet and a chord bearing and distance of North 19 Degrees 34 Minutes 34 Seconds East - 357.25-feet;

THENCE along the recognized southeast line of said highway and said curve to the right an arc length of 364.29-feet to a ½-inch iron rod set with yellow cap stamped *BG&A RPLS 5569* at the end of said curve;

Exhibit 'A':
Legal Description

THENCE North 39 Degrees 09 Minutes 00 Seconds East along the recognized southeast line of said highway, a distance of 215.67-feet to the place of beginning and containing 1,133,124.22 square-feet or 26.012-acres of land.

Tract 2 (±12.0-Acres)

All that certain lot, tract or parcel of land situated in the William Dalton Survey, Abstract No. 72, Rockwall County, Texas, being a part of that certain tract of land conveyed to Glen D. Walker and wife, Nita A. Walker, recorded in *Volume 542, Page 12*, Real Property Records, Rockwall County, Texas, and being described by metes and bounds as follows:

BEGINNING at a point for corner near the center of Clem Road, said point being the northeast corner of said *Walker Tract* and the northwest corner of a tract of land conveyed to Allen and Lisa Stevenson, recorded in *Volume 171, Page 885*, Real Property Records, Rockwall County, Texas, from which a ½-inch iron rod found for witness bears South 00 Degrees 06 Minutes 20 Seconds East - 17.25-feet;

THENCE South 00 Degrees 06 Minutes 20 Seconds East along the east line of said *Walker Tract* and the west line of said *Stevenson Tract* a distance of 990.13-feet to a ½-inch iron rod set with yellow cap stamped *BG&A RPLS 5569* for corner;

THENCE South 89 Degrees 06 Minutes 09 Seconds West a distance 574.09-feet to a ½-inch iron rod set with yellow cap stamped *BG&A RPLS 5569* for corner;

THENCE North 05 Degrees 35 Minutes 13 Seconds East a distance of 597.75-feet to a 4-inch metal fence corner for angle point;

THENCE North 05 Degrees 06 Minutes 43 Seconds East a distance of 113.32-feet to a 4-inch metal fence corner for angle point;

THENCE North 01 Degrees 23 Minutes 21 Seconds East a distance of 283.63-feet to a point for corner in the north line of said *Walker Tract*, said point being near the center of Clem Road from which a ½-inch iron set with yellow cap stamped *BG&A RPLS 5569* for witness bears South 01 Degrees 23 Minutes 21 Seconds West - 17.18-feet;

THENCE North 89 Degrees 06 Minutes 09 Seconds East along the north line of said *Walker Tract* and within said Clem Road a distance of 497.09-feet to the *PLACE OF BEGINNING* and containing 522,720.00 square-feet or 12.000-acres of land.

Exhibit 'B':
Location Map

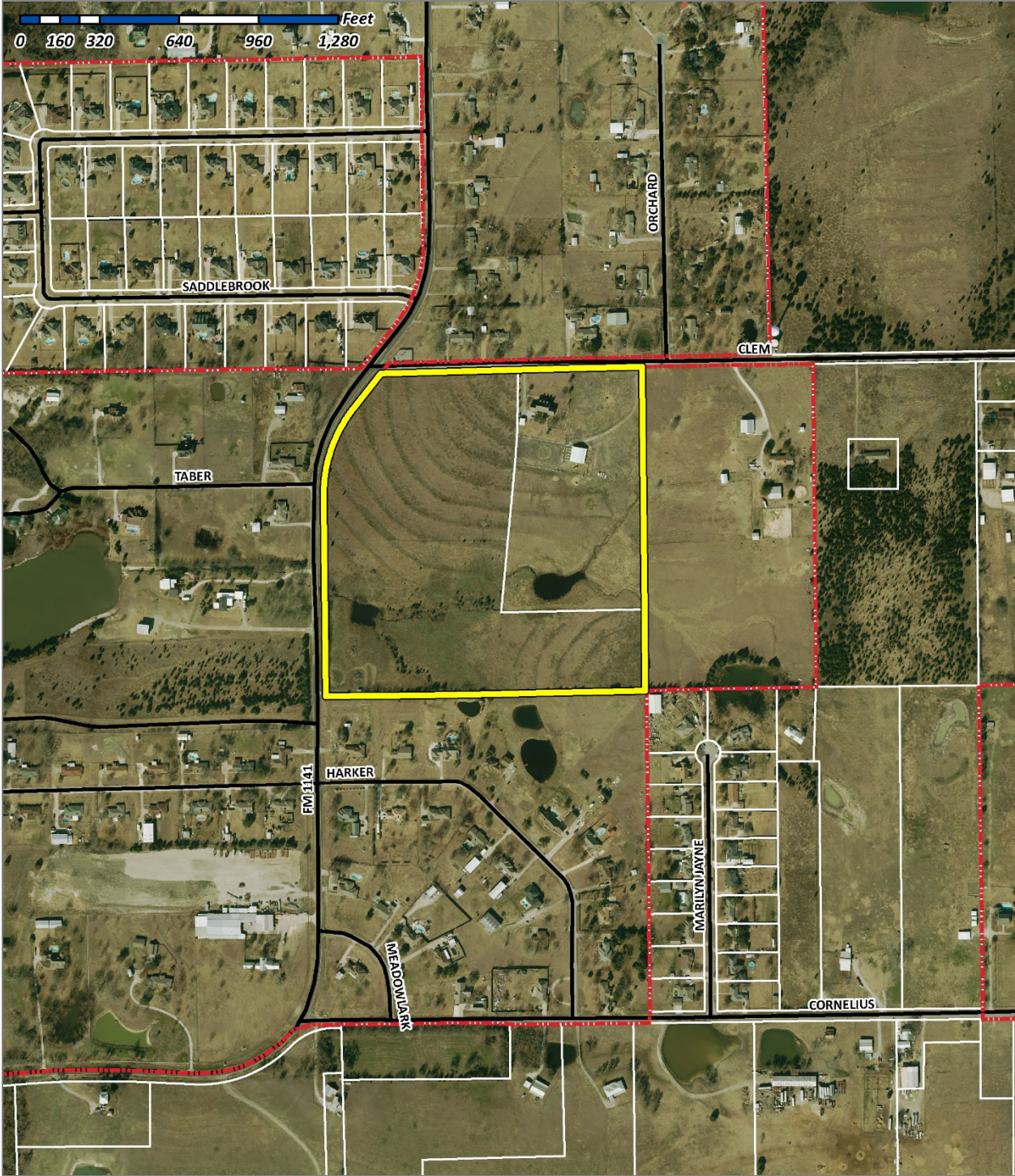


Exhibit 'D':
Density and Development Standards

Density and Development Standards.

- (1) Permitted Uses. Unless specifically provided by this Planned Development District ordinance, only those uses permitted within the Single Family 16 (SF-16) District, as stipulated by the *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the Unified Development Code (UDC), are allowed on the *Subject Property*.
- (2) Lot Composition and Layout. The lot layout and composition shall generally conform to the *Concept Plan* depicted in *Exhibit 'C'* of this ordinance.
- (3) Density and Dimensional Requirements. Unless specifically provided by this Planned Development District ordinance, the development standards stipulated by the Single Family 16 (SF-16) District, as specified by Article 05, *District Development Standards*, of the Unified Development Code (UDC) are applicable to all development on the *Subject Property*. The maximum permissible density for the *Subject Property* shall not exceed 1.48 dwelling units per gross acre of land; however, in no case should the proposed development exceed 56 units. All lots shall conform to the standards depicted in *Table 2*, which are as follows:

Table 2: Lot Dimensional Requirements

Minimum Lot Width ⁽¹⁾	90'
Minimum Lot Depth	100'
Minimum Lot Area	16,000 SF
Minimum Front Yard Setback ^{(2) & (5)}	25'
Minimum Side Yard Setback	8'
Minimum Side Yard Setback (Adjacent to a Street) ^{(2) & (5)}	10'
Minimum Length of Driveway Pavement	25'
Maximum Height ⁽³⁾	36'
Minimum Rear Yard Setback ⁽⁴⁾	10'
Minimum Area/Dwelling Unit (SF) [Air-Conditioned Space] ⁽⁶⁾	3,000 SF
Maximum Lot Coverage	60%

General Notes:

- ¹: Lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may have the front lot width reduced by 20% as measured at the front property line provided that the lot width will be met at the *Front Yard Building Setback*. Additionally, the lot depth on lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may be reduced by up to ten (10) percent, but shall meet the minimum lot size for each lot type referenced in *Table 1*.
- ²: The location of the *Front Yard Building Setback* as measured from the front property line.
- ³: The *Maximum Height* shall be measured to the eave or top plate (*whichever is greater*) of the single-family home.
- ⁴: The location of the *Rear Yard Building Setback* as measured from the rear property line.
- ⁵: Sunrooms, porches, stoops, bay windows, balconies, masonry clad chimneys, eaves and similar architectural features may encroach beyond the *Front Yard Building Setback* by up to ten (10) feet for any property; however, the encroachment shall not exceed five (5) feet on *Side Yard Setbacks*. A sunroom is an enclosed room no more than 15-feet in width that has glass on at least 50% of each of the encroaching faces.
- ⁶: A maximum of ten (10) percent of the lots may have a minimum area/dwelling unit of 2,800 SF [Air-Conditioned Space].

- (4) Building Standards. All development shall adhere to the following building standards:
 - (a) Masonry Requirement. The minimum masonry requirement for the total exterior façade area of all buildings shall be 90% (*excluding dormers and walls over roof areas*); however, no individual façade shall be less than 85% masonry. For the

Exhibit 'D':
Density and Development Standards

purposes of this ordinance, the masonry requirement shall be limited to full width brick, natural stone, and cast stone. Cementitious fiberboard horizontal lap-siding (e.g. *HardiBoard* or *Hardy Plank*) and stucco (i.e. *three [3] part stucco* or a comparable -- *to be determined by staff*) may be used for up to 50% of the masonry requirement; however, stucco (i.e. *three [3] part stucco* or a comparable -- *to be determined by staff*) shall be permitted through a Specific Use Permit (SUP) only. Excluding dormers and walls over roof areas, siding products (e.g. *HardiBoard* or *Hardy Plank*) shall not be visible on homes abutting any major thoroughfare (i.e. *FM-1141 as shown on Exhibit 'C' of this ordinance*).

- (b) *Roof Pitch*. A minimum of an 8:12 roof pitch is required on all structures with the exception of dormers, sunrooms and porches, which shall have a minimum of a 4:12 roof pitch.
- (c) *Garage Orientation and Garage Doors*. Garages shall be oriented in a *traditional swing* (or *j-swing*) (i.e. *where the two (2) car garage is situated facing the side property line and the driveway swings into the garage in a 'J' configuration*). On *traditional swing* (or *j-swing*) garage configurations, a second single or double garage door facing the street is permitted if it is located behind the width of the double garage door. All garage configurations not conforming to this section shall meet the requirements of Article 09, *Parking and Loading*, of the Unified Development Code (UDC).

All garage doors shall be required to have decorative wood doors or wood overlays on insulated metal doors. The design between the garage door and home shall use the same or complementary colors and materials. All garages shall include carriage style hardware. An example of carriage style hardware is depicted in *Figure 1*.

Figure 1. Examples of Enhanced Garage Door



- (5) *Anti-Monotony Restrictions*. The development shall adhere to the following *Anti-Monotony* standards:
 - (a) Identical brick blends or paint colors may not occur on adjacent (*side-by-side*) properties along any block face without at least five (5) intervening homes of differing

Exhibit 'D':
Density and Development Standards

materials on the same side of the street beginning with the adjacent property and six (6) intervening homes of differing materials on the opposite side of the street.

(b) Front building elevations shall not repeat along any block face without at least five (5) intervening homes of differing appearance on the same side of the street and six (6) intervening homes of differing appearance on the opposite side of the street. The rear elevation of homes backing to open spaces, FM-1141, or Clem Road shall not repeat without at least five (5) intervening homes of differing appearance. Homes are considered to have a differing appearance if any of the following two (2) items deviate:

- (1) Number of Stories
- (2) Permitted Encroachment Type and Layout
- (3) Roof Type and Layout
- (4) Articulation of the Front Façade

(c) Permitted encroachment (*i.e. porches and sunroom*) elevations shall not repeat or be the same along any block face without at least five (5) intervening homes of sufficient dissimilarity on the same side of the street beginning with the home adjacent to the subject property and six (6) intervening homes beginning with the home on the opposite side of the street.

(d) Each phase of the subdivision will allow for a maximum of four (4) compatible roof colors, and all roof shingles shall be an architectural or dimensional shingle (*3-Tab Roofing Shingles are prohibited*).

Figure 3: Properties line up on the opposite side of the street. Where **RED** is the subject property.

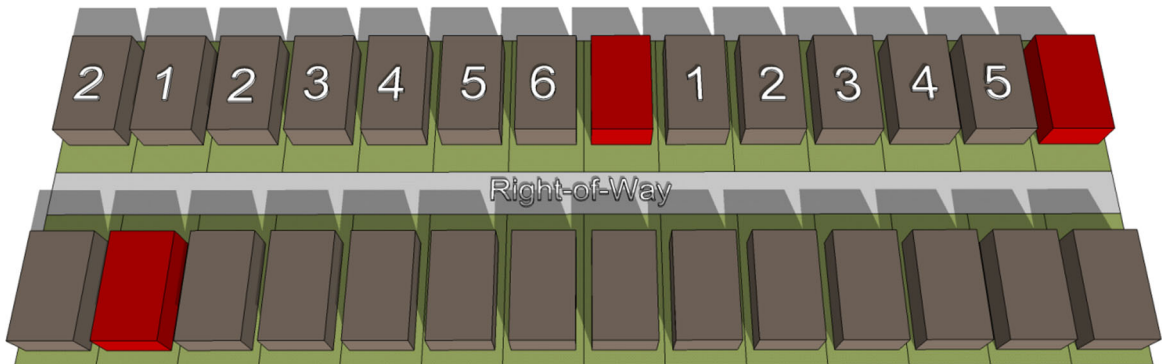


Figure 4: Properties do not line up on opposite side of the street. Where **RED** is the subject property.

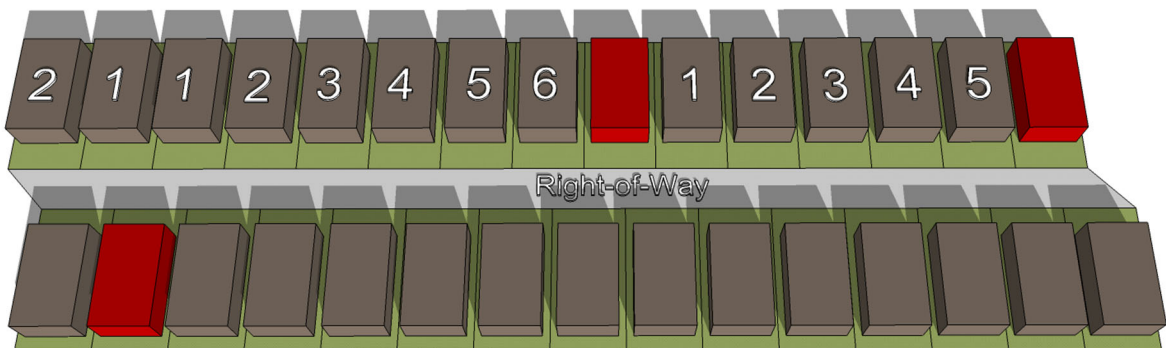


Exhibit 'D':
Density and Development Standards

- (6) Fencing Standards. All individual residential fencing and walls shall be architecturally compatible with the design, materials and colors of the primary structure on the same lot, and meet the following standards:
- (a) Front Yard Fences. Front yard fences shall be prohibited.
 - (b) Wood Fences. All solid fencing shall be constructed utilizing standard cedar fencing materials (*spruce fencing is prohibited*) that are a minimum of ½-inch or greater in thickness. Fences shall be *board-on-board* panel fence that is constructed a minimum of six (6) feet in height and a maximum of eight (8) feet in height. Posts, fasteners, and bolts shall be formed from hot dipped galvanized or stainless steel. All cedar pickets shall be placed on the public side (*i.e. facing streets, alleys, open space, parks, and/or neighboring properties*). All posts and/or framing shall be placed on the private side (*i.e. facing towards the home*) of the fence. All wood fences shall be smooth finished, free of burs and splinters, and be stained and sealed on both sides of the fence. Painting a fence with oil or latex based paint shall be prohibited.
 - (c) Wrought Iron/Tubular Steel. Lots located along the perimeter of roadways (*i.e. FM-1141 and Clem Road*), abutting open spaces, greenbelts and parks shall be required to install a wrought iron or tubular steel fence. Wrought iron/tubular steel fences can be a maximum of six (6) feet in height.
 - (d) Corner Lots. Corner lots fences (*i.e. adjacent to the street*) shall provide masonry columns at 45-feet off center spacing that begins at the rear of the property line. A maximum of six (6) foot solid *board-on-board panel* fence constructed utilizing cedar fencing shall be allowed between the masonry columns along the side and/or rear lot adjacent to a street. In addition, the fencing shall be setback from the side property line adjacent to a street a minimum of five (5) feet. The property owner shall be required to maintain both sides of the fence.
 - (e) Solid Fences (including Wood Fences). All solid fences shall incorporate a decorative top rail or cap detailing into the design of the fence.
- (7) Landscape and Hardscape Standards.
- (a) Landscape. Landscaping shall be reviewed and approved with the *PD Site Plan*. All *Canopy/Shade Trees* planted within this development shall be a minimum of four (4) caliper inches in size and all *Accent/Ornamental/Under-Story Trees* shall be a minimum of four (4) feet in total height. Any residential lot that sides or backs to a major roadway where wrought iron/tubular steel fencing is required, shall also be required to plant a row of shrubs adjacent to the wrought iron/tubular fence within the required 30-foot landscape buffer (*i.e. on the Homeowner's Associations' [HOAs'] property*). These shrubs shall be maintained by the Homeowner's Association (HOA).
 - (b) Landscape Buffers. All landscape buffers and plantings located within the buffers shall be maintained by the Homeowner's Association (HOA).
 - (1) Landscape Buffer and Sidewalks (FM-1141). A minimum of a 30-foot landscape buffer shall be provided along FM-1141 (*outside of and beyond any required*

Exhibit 'D':
Density and Development Standards

right-of-way dedication), and shall incorporate ground cover, a *built-up* berm and shrubbery along the entire length of the frontage. Berms and/or shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage. A meandering six (6) foot sidewalk shall be constructed within the 30-foot landscape buffer.

- (2) Landscape Buffers (Clem Road). A minimum of a 30-foot landscape buffer shall be provided along Clem Drive (*outside of and beyond any required right-of-way dedication*), and shall incorporate ground cover, a *built-up* berm and shrubbery along the entire length of the frontage. Berms and/or shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage. A meandering five (5) foot sidewalk shall be constructed within the 30-foot landscape buffer.
- (3) Landscape Buffers (Southern Property Line). A minimum of a 10-foot landscape buffer shall be incorporated at the rear of the residential lots that back to the southern property line of the subject property. This landscape buffer shall incorporate a solid living screen utilizing evergreen trees -- *either Eastern Red Cedar or Leland Cypress unless approved otherwise approved by the Director of Planning and Zoning* --, a minimum of four (4) caliper inches in size, that will be planted on 20-foot centers.
- (c) Street Trees. The Homeowner's Association (HOA) shall be responsible for the maintenance of all street trees and will be required to maintain a minimum of 14-foot vertical clearance height for any trees overhanging a public right-of-way. Street trees shall be planted a minimum of five (5) feet from public water, sanitary sewer and storm lines. All street trees shall be reviewed with the *PD Site Plan*.
- (d) Irrigation Requirements. Irrigation shall be installed for all required landscaping located within common areas, landscape buffers and/or open space. Irrigation installed in these areas shall be designed by a Texas licensed irrigator or landscape architect and shall be maintained by the Homeowner's Association (HOA).
- (e) Hardscape. Hardscape plans indicating the location of all sidewalks and trails shall be reviewed and approved with the *PD Site Plan*.
- (8) Street. All streets (*excluding drives, fire lanes and private parking areas*) shall be built according to City street standards.
- (9) Lighting. Light poles shall not exceed 20-feet in total height (*i.e. base and lighting standard*). All fixtures shall be directed downward and be positioned to contain all light within the development area.
- (10) Sidewalks. All sidewalks adjacent to a street shall be a maximum of two (2) feet inside the right-of-way line and be five (5) feet in overall width.
- (11) Buried Utilities. New distribution power-lines required to serve the *Subject Property* shall be placed underground, whether such lines are located internally or along the perimeter of the *Subject Property*, unless otherwise authorized by the City Council. Temporary

Exhibit 'D':
Density and Development Standards

power-lines constructed across undeveloped portions of the *Subject Property* to facilitate development phasing and looping may be allowed above ground, but shall not be considered *existing lines* at the time the area is developed, and if they are to become permanent facilities, such lines shall be placed underground pursuant to this paragraph. Franchise utilities shall be placed within a ten (10) foot public utility easement behind the sidewalk, between the home and the property line.

- (12) Open Space. The development shall consist of a minimum of 20% open space (or a minimum of 7.5688-acres -- as calculated by the formula stipulated in the *Comprehensive Plan*), and generally conform to the *Concept Plan* contained in *Exhibit 'C'* of this ordinance. All open space areas (*including landscape buffers*) shall be maintained by the Homeowner's Association (HOA).
- (13) Trails. A concrete trail system shall be constructed in generally the same areas and of the same sizes as what is depicted in *Exhibit 'C'* of this ordinance.
- (14) Neighborhood Signage and Enhancements. Permanent subdivision identification signage shall be permitted at all major entry points for the proposed subdivision. Final design and location of any entry features shall be reviewed and approved with the *PD Site Plan*. The developer shall provide enhanced landscaping areas at all entry points to the *Subject Property*. The final design of these areas shall be provided on the *PD Site Plan*.
- (15) Homeowner's Association (HOA). A Homeowner's Association shall be created to enforce the restrictions established in accordance with the requirements of *Section 38-15* of the *Subdivision Regulations* contained within the Municipal Code of Ordinances of the City of Rockwall. The HOA shall also maintain all private neighborhood parks, trails, open space and common areas (*including drainage facilities*), floodplain areas, irrigation, landscaping, screening fences and neighborhood signage associated with this development.
- (16) Variances. The variance procedures and standards for approval that are set forth in the Unified Development Code (UDC) shall apply to any application for variances to this ordinance.



MEMORANDUM

TO: Mary Smith, Interim City Manager
CC: Honorable Mayor and City Council
FROM: Max Geron, Police Chief
DATE: April 5, 2021
SUBJECT: INTERLOCAL AGREEMENT WITH NCTCOG

Attachments
Interlocal Agreement

Summary/Background Information

This is a standard interlocal cooperation agreement that the City routinely enters into with the North Central TX Council of Governments related to 911 services. I'm available to answer any questions regarding this agreement if needed.

Action Needed

**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT AND
City of Rockwall
FOR REGIONAL 9-1-1 SERVICE**

Section 1: Parties and Purpose

- 1.1. The North Central Texas Emergency Communications District (hereinafter “NCT9-1-1”) is a regional emergency communications district and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Subchapter H, Chapter 772, as amended. NCT9-1-1 has developed an annual budget to operate and maintain 9-1-1 service within the district.
- 1.2. **City of Rockwall** (hereinafter “Public Agency”) is a local government that operates one or more Public Safety Answering Points (“PSAPs”) that participate in NCT9-1-1 as authorized by Texas Health and Safety Code Chapter 772.
- 1.3. This Interlocal contract is entered into between NCT9-1-1 and Public Agency pursuant to Texas Government Code Chapter 791 so that it can operate and maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the District. For purposes of carrying out NCT9-1-1’s duties and obligations under this agreement, the parties understand and agree that references to NCT9-1-1 includes its employees, officers, directors, volunteers, agents (including North Central Texas Council of Governments – hereinafter “NCTCOG”), and their representatives individually, officially, and collectively.

Section 2: Rights and Duties of the Public Agency

The Public Agency will:

2.1. Financial/Insurance

- 2.1.1. Return or reimburse NCT9-1-1 any 9-1-1 funds used in noncompliance with applicable laws and/or rules within 60 days after discovery of noncompliance, unless an alternative repayment plan is approved, in writing, by both parties.
- 2.1.2. Reimburse NCT9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP, as well as acts of force majeure. This provision does not include ordinary wear and tear or day-to-day use of the equipment.
- 2.1.3. Maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to Public Agency and all 9-1-1 funds spent by such Public Agency for 9-1-1 service, with specific detail for 9-1-1 funds received.
- 2.1.4. Purchase and maintain adequate insurance policies on all 9-1-1 equipment in amounts sufficient to provide for the full replacement of such equipment in cases of loss due to anything other than daily use and normal wear-and-tear. Public Agency shall name NCT9-1-1 as an Additional Insured or equivalent for all such insurance policies.

2.2. Inventory

- 2.2.1. Report any lost or stolen equipment to NCT9-1-1 immediately upon discovery.
- 2.2.2. Notify NCT9-1-1 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

2.3. Security

- 2.3.1. To obtain login credentials for NCT9-1-1 equipment, PSAPs are required to complete a thorough background check during the hiring process to ensure employees do not have a Class B misdemeanor or higher conviction or adjudication and must conduct a fingerprint-based background check through an accreditation facility.
- 2.3.2. Protect the Call Handling Equipment (CHE), ancillary, and database maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 2.3.3. Operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAP(s)' CHE/integrated or workstations.
- 2.3.4. Refrain from touching or relocating NCT9-1-1 equipment within the rack/cabinet without written consent from NCT9-1-1.
- 2.3.5. Not attach nor integrate any hardware device (i.e. external storage devices and cell phones to USB for charging purposes) or software application without prior written approval of NCT9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCT9-1-1.
- 2.3.6. Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.
- 2.3.7. Ensure each person who is authorized to receive, store, process, and/or transmit CHE information has a unique identification login and be logged into such equipment identifying their legitimacy for use.

2.4. Maintenance

- 2.4.1. Maintain 9-1-1 equipment and areas ensuring cleanliness.
- 2.4.2. Notify NCT9-1-1's Technology Team when there is any scheduled maintenance on commercial power backup generators at least 48 hours prior to work commencing.
- 2.4.3. Notify NCT9-1-1's Technology Team immediately of any power or generator outages. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.
- 2.4.4. (Strongly recommend) Complete at minimum one preventive maintenance (PM) on generators, one automatic transfer switch (ATS), and one generator and load test per year. Report generator maintenance to NCT9-1-1. Test generators at least monthly to ensure that all NCT9-1-1 equipment remains functional.
- 2.4.5. Notify NCT9-1-1's Technology Team of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:
 - a. Via telephone by calling (888) 311-3911
 - b. Via email to Support@NCT911.org
 - c. Via the Trouble Ticket System (accessed by using the Self-Service Center located on the browser tabs)
 - d. Via the website at <https://ssc.nct911.org>

2.5. Geographic Information Systems (GIS) / Data

- 2.5.1. Meet GIS requirements (Attachment A) in order to receive reimbursement. These requirements may be revised annually. If Public Agency cannot meet these requirements, the planned funds shall be used by NCT9-1-1 to procure/provide those services for Public Agency.
- 2.5.2. Acknowledge County Addressing Offices are responsible for coordinating GIS operations, policies and procedures with the cities in their county, as well as incorporating GIS data into the county datasets.
- 2.5.3. Provide and maintain GIS maintenance functions in return for funding through NCT9-1-1 and within the guidelines of the GIS Data Maintenance Model (Attachment B). At a minimum, Public Agency agrees to:
 - a. Select a 9-1-1 Addressing Coordinator to serve as a single point of contact for NCT9-1-1.

- b. Assign street addresses and ranges, name streets, and resolve addressing conflicts and problems. County 9-1-1 Addressing Coordinator shall not allow for duplicate street and community names anywhere in the county.
- c. Provide a physical address to any citizen requesting it, as long as doing so complies with local policies/procedures/ordinances.
- d. Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Public Agency ordinances and/or subdivision regulations.
- e. Maintain addressing/database equipment and data.
- f. Adhere to Health and Safety Codes, Section 772.002 (C), Number and location identification in maintaining 9-1-1 and addressing databases.
- g. Protect the confidentiality of addressing databases and of information furnished by telecommunications providers and notify NCT9-1-1 in writing within two business days of the receipt of a request for addressing databases or information made under the Texas Public Information Act.
- h. Notify NCT9-1-1 in writing at least 30 days prior to a 9-1-1 office move.
- i. Respond to any database errors within in 72 hours of receipt.
- j. Do not disseminate GIS data including ALI subscriber information other than during an emergency call.

2.6. Training

- 2.6.1. Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.
- 2.6.2. Ensure that telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice.
- 2.6.3. Ensure that 9-1-1 PSAP supervisory personnel or designee attend quarterly training/meetings offered by NCT9-1-1. A minimum attendance of two meetings per year are required for each PSAP.
- 2.6.4. PSAP telecommunicators, training coordinators, supervisors/managers, and other essential personnel identified by the supervisor/manager are required to attend CHE training associated with the implementation of new technology software. This training will be completed during specific dates and times, but there is the option to attend at other times if PSAP scheduling does not allow personnel to attend their designated time slot.
- 2.6.5. Request the use of training facilities by sending an email to 911OpsTeam@NCT911.org and specifying the date of request, time of request and type of resources needed.

2.7. Facilities

- 2.7.1. Meet minimum requirement for back room requirements (Attachment C). Any expenses associated with this requirement are the responsibility of the Public Agency.
- 2.7.2. Ensure equipment room and 9-1-1 communications area maintain a temperature between 65-85 degrees Fahrenheit.
- 2.7.3. Ensure area around NCT9-1-1 equipment remains clean. Do not stack equipment or store items on top of NCT9-1-1 equipment.
- 2.7.4. Ensure 9-1-1 equipment room and communications area complies with the Americans with Disabilities Act of 1990.
- 2.7.5. Provide access to NCT9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.8. Supplies

- 2.8.1. Purchase supplies such as printer paper, printer ink, cleaning materials, and other expendable items necessary for the continuous operations of its PSAPs.

2.9. Monitoring/Reporting/Compliance

- 2.9.1. Maintain financial, statistical, and ANI/ALI records adequate to document performance, costs, and receipts under this contract in accordance with applicable records retention schedules. Public Agency agrees to maintain these records at Public Agency's offices and provide or make available for inspection upon request by NCT9-1-1.
- 2.9.2. Cooperate fully with all reasonable monitoring requests from NCT9-1-1 for the purposes of assessing and evaluating Public Agency's performance under this Agreement.
- 2.9.3. Maintain an updated Continuity of Operations Plan (COOP).
- 2.9.4. Maintain a pandemic plan which may be based on examples provided by NCT9-1-1.
- 2.9.5. Provide NCT9-1-1 staff access to all 9-1-1 equipment located in the equipment room and the 9-1-1 communications area within five (5) minutes of access being requested.
- 2.9.6. Participate in quarterly monitoring PSAP site visits conducted by NCT9-1-1. Site visits are unannounced due to staff's continuous travel throughout the 9-1-1 service area and to ensure compliance with this document.

2.10. Media Relations

- 2.10.1. Refrain from commenting on social media, to the media, or to the public about 9-1-1 service other than that provided directly by Public Agency.
- 2.10.2. Make every effort to communicate accurate information in social media posts and/or interaction with the media, specifically as it relates to NCT9-1-1. Public Agency must first coordinate with NCT9-1-1 before making comments on social media and/or speaking to the media regarding technology and/or service concerns.
- 2.10.3. Refer media directly to NCT9-1-1 for discussions related to NCT9-1-1 technology and other NCT9-1-1 program specific questions.

2.11. Operations

- 2.11.1. Sign the contingent PSAP agreement provided by NCT9-1-1 and provide annually as part of the site visit. Changes to contingent PSAPs must be approved by NCT9-1-1.
- 2.11.2. Receive and process 9-1-1 calls within an identified service area, defined as the geographic area within which a 9-1-1 placed is answered at the associated PSAP. If a PSAP requests another PSAP to receive their 9-1-1 calls, NCT9-1-1 requires an official notification on department letterhead from both the requesting and participating PSAP indicating the agreement to handle 9-1-1 calls during an established time period. The official notification must be signed by both PSAP's administration (i.e. police chief or sheriff).
- 2.11.3. Designate PSAP supervisory personnel or a designee and provide related contact information (to include after hour contact information) as a single point of contact for NCT9-1-1. A PSAP's primary point of contact or designee must be a licensed public safety official (i.e. police, fire, EMS, or 9-1-1 communications).
- 2.11.4. Provide a minimum of 120 days' prior notice of any change that affects the 9-1-1 system.
- 2.11.5. Test all 9-1-1 equipment for proper operation and user familiarity at least once per month, including tests for wireless calls, wireline calls, texts to 9-1-1 and TTYs.
- 2.11.6. Power cycles (reboot not shutdown) each 9-1-1 position at least once per each week.
- 2.11.7. Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 2.11.8. Test Text-to-911 with a minimum of 10 text tests per month.
- 2.11.9. Log all TDD/TTY calls and test calls.
- 2.11.10. Complete surveys distributed by NCT9-1-1 in a timely manner.
- 2.11.11. Ensure training bulletins and change management notifications provided by NCT9-1-1 are disseminated to all PSAP personnel.
- 2.11.12. Admin lines supplied by NCT9-1-1 are to be used solely for ANI callback and should not be disseminated.
- 2.11.13. (If administrative telephone system is integrated with NCT9-1-1 equipment) Maintain a contingency plan

identifying the back-up solution for the administrative telephone system. If a contingency plan is not provided to NCT9-1-1 within 30 days of contract execution, NCT9-1-1 reserves the right to remove the administrative phone lines from the 9-1-1 equipment.

- 2.11.14. Keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24/7/365 and should have the ability to be call forwarded. Any change in the 10-digit emergency telephone number must be reported to NCT9-1-1 in writing. The number shall be provided to the public during 9-1-1 outages (via notification system, website, social media and/or emergency management). NCT9-1-1 strongly recommends that the 10-digit emergency telephone number should not appear on the 9-1-1 CHE as it could become unusable during CHE maintenance or service interruptions. If the 10-digit emergency telephone line is on the 9-1-1 CHE, a contingency plan identifying the back-up solution for the administrative telephone system should be maintained. If a contingency plan is not provided to NCT9-1-1 within 30 days of contract execution, NCT9-1-1 reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 2.11.15. Notify NCT9-1-1 in writing at least 90 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.11.16. Submit a signed Manual ALI Request form (Attachment D) to NCT9-1-1 annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call. Have an emergency plan for 9-1-1 communications that includes, at a minimum,
 - a. Emergency generator information and how to operate said generator
 - b. Documented procedures for the transfer of administrative lines when the call center is evacuated.
- 2.11.17. Comply with NCT9-1-1 policy and procedures for PSAP moves and changes.
- 2.11.18. Report discrepancies to NCT9-1-1 utilizing the tools in the remote dispatch mapping solution with 72 hours.
- 2.11.19. Ensure that each telecommunicator logs into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.
- 2.11.20. Protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify NCT9-1-1 in writing within two business days of the receipt of the request for 9-1-1 database information made under the Texas Public Information Act.
- 2.11.21. Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers located within the Public Agency's operating area.
- 2.11.21. Work with the electrical transmission company to be designated as a critical load public safety/critical load industrial designation per PUC Rule 25.497. This is for the protection of the PSAP from voluntary rolling electrical outages.

2.12.Implementations

- 2.12.1. Request to reschedule a planned implementation as soon as possible should an unforeseen event occur that could inhibit the PSAP's operations if the implementation were to continue as planned.
- 2.12.2. Assign a contact to complete implementation checklists with NCT9-1-1. This allows the PSAP and NCT9-1-1 to test the product and serves as a refresher training.
- 2.12.3. Report problems to NCT9-1-1 as soon as they occur. This allows NCT9-1-1 to fix the problem quickly and confirm errors are remedied prior to completing implementations with additional PSAPs.

Section 3: Rights and Duties of NCT9-1-1

NCT9-1-1 will:

3.1. Financial

- 3.1.1. Develop a plan to meet Public Agency needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the NCT9-1-1 Board of Managers.
- 3.1.2. Provide 9-1-1 service throughout the region as funded by emergency service fees.
- 3.1.3. Maintain accurate fiscal records and supporting documentation of all 9-1-1 activities including specific details of funds distributed to Public Agency.

3.2. Inventory

- 3.2.1. Conduct a physical inventory of critical hardware annually and reconcile inventory quarterly.

3.3. Maintenance

- 3.3.1. Practice preventative maintenance on all NCT9-1-1 owned or leased CHE database maintenance, software, and databases including, at a minimum, backing up data as necessary. NCT9-1-1 shall be responsible for any maintenance costs on NCT9-1-1 owned or leased equipment.

3.4. Operations

- 3.4.1. Register as an alerting authority through the Texas Department of Emergency Management and Federal Emergency Management Agency. NCT9-1-1 uses an approved Integrated Public Alert and Warning System (IPAWS) to alert the 9-1-1 service area of 9-1-1 service interruptions and other critical updates.
- 3.4.2. Inspect contingent PSAP agreements quarterly.
- 3.4.3. Implement upgrades of its PSAPs equipment and software, as authorized in the current annual budget, through the appropriate NCT9-1-1 processes for the purchase of new equipment and software.

3.5. Geographic Information Systems (GIS) / Data

- 3.5.1. Share public-safety specific spatial data layers via the dispatch mapping environment that do not contain health-related information or any information that is protected under HIPAA. Above and beyond the required spatial data layers, NCT9-1-1 will coordinate with the respective 9-1-1 Addressing Authorities and relevant NCT9-1-1 committees to share approved data layers that will be of benefit to public safety.–

Section 4: Effective Date and Term of Contract

- 4.1. This Interlocal contract shall take effect upon dual execution and shall continue until September 30, 2023, unless sooner terminated under 8.1 Early Termination of Contract.

Section 5: Ownership, Transference and Disposition of Equipment

- 5.1. NCT9-1-1 shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Public Agency's jurisdiction. NCT9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, NCT9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment may or may not be procured by NCT9-1-1 on behalf of Public Agency, according to NCT9-1-1's Strategic Plan.
- 5.2. The basic equipment categories are:
 - a. 9-1-1 Equipment
 - Call Handling Equipment (CHE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP;
 - Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
 - b. Database Maintenance/GIS Equipment

- GIS workstations and software
- c. Ancillary Equipment
 - Uninterruptable Power Supply (UPS)
 - Recorders

5.3. Transfer-of-ownership documents shall be prepared by NCT9-1-1 and signed by both parties upon transference of ownership of any ancillary equipment. NCT9-1-1 shall maintain ownership of 9-1-1 CHE.

Section 6: Relationship between the Parties, Assignment, and Subcontracting

- 6.1. Public Agency is not an employee or agent of NCT9-1-1, but provides services under this agreement as an independent contractor.
- 6.2. Public Agency may not assign its rights or subcontract its duties, without prior written consent of NCT9-1-1. An attempted assignment or subcontract in violation of this agreement is void.
- 6.3. If NCT9-1-1 consents to Public Agency subcontracting its duties, each subcontract is subject to all terms and conditions of this agreement and the Public Agency agrees to furnish a copy of this agreement to each of its subcontractors.

Section 7: Records and Monitoring

- 7.1. NCT9-1-1 is entitled to inspect and copy, during normal business hours at Public Agency's office, the records maintained under this contract for as long as they are maintained.
- 7.2. NCT9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the contract.

Section 8: Early Termination of Contract

- 8.1. NCT9-1-1 reserves the right to terminate this Agreement in whole or in part. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall fully cooperate with NCT9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to NCT9-1-1 in working condition and NCT9-1-1 shall only be liable for payment for services rendered before the effective date of termination. Certain reporting requirements in the Agreement shall survive termination.

Section 9: Notice to Parties

- 9.1. Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:
 - a. Delivered to the party personally;
 - b. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 14.2 and signed on behalf of the party; or
 - c. Three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 14.2.

- 9.2. Notices shall be sent to the following address for each party:

If to NCT9-1-1: PO Box 5888
Arlington, Texas 76005
Attn: Mike Eastland

Section 12: General Provisions

10.1. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

10.2. **Hold Harmless.** To the maximum extent permitted by law, Public Agency shall defend, indemnify, and hold harmless NCT9-1-1, NCT9-1-1's affiliates, NCTCOG and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of Public Agency and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Public Agency and/or its employees or subcontractors of any right of a third party.

Public Agency shall name NCT9-1-1 and NCTCOG, including their representatives and agents, as additional insured under the Public Agency's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that NCT9-1-1 and/or NCTCOG may seek coverage upon demand by NCT9-1-1 and/or NCTCOG in the event of a covered claim.

10.3. **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this agreement with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

10.4. **Procurement.** Public Agency agrees to comply with all applicable federal, State and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by NCT9-1-1.

10.5. **Force Majeure.** In the event that either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time

such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

Waive any duty NCT9-1-1 owes Public Agency by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affect the ability of NCT9-1-1 to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission, or failure to exercise reasonable diligence on the part of NCT9-1-1 such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence on the part of NCT9-1-1 such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of NCT9-1-1. Circumstances included above, by way of example only, are:

- a. An act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, actions of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
- b. The failure of any appropriate governmental agency or private utility to provide and maintain utilities;
- c. Any failure of title to the facilities or any placement or enforcement of any lien, charge, or encumbrance on the facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;
- d. The inability of NCT9-1-1 and its subcontractors to gain and maintain access to all areas of the facilities and/or adjoining the facilities to work is required to be performed hereunder;
- e. The preemption, confiscation, diversion, destructions, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment, or materials located at the facilities, or in performance of the services to be performed by NCT9-1-1 hereunder;
- f. Strikes, work stoppages, or labor disputes affecting NCT9-1-1 and any subcontractor, excluding materials suppliers, of NCT9-1-1;
- g. With respect to NCT9-1-1, damage to the facilities caused by third parties not related to or under the control of NCT9-1-1, including, but not limited to, contractors and subcontractors for the NCT9-1-1; and,
- h. The failure of any NCT9-1-1 subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected NCT9-1-1 directly, and the NCT9-1-1 is not able after exercising all reasonable efforts to timely maintain substitutes.

10.6. **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof.

10.7. **Availability of Funding.** Public Agency acknowledges that NCT9-1-1's sole source of funding for this contract is the 9-1-1 fees collected by service providers and remitted to NCT9-1-1. If fees sufficient to pay Public Agency under this contract are not paid to NCT9-1-1, the suspension of services will be effective 10 calendar days after Public Agency's receipt of notice. Upon suspension of payment, Public Agency's obligations under this contract are also suspended until NCT9-1-1 resumes receipt of funding.

10.8. **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

- 10.9. **Nondiscrimination and Equal Opportunity.** Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.
- 10.10. **Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.
- 10.11. **Attorney Fees.** If it becomes necessary for NCT9-1-1 to employ the services of any attorney(s) to enforce the provisions of this Agreement, Public Agency agrees that NCT9-1-1 shall be entitled to recover its reasonable attorney(s) fees and costs in addition to any other relief to which it may be entitled.
- 10.12. **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.

City of Rockwall	NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT
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By: _____ Name: Mary Smith Title: _____ Date: _____	By: _____ Name: Mike Eastland Title: Executive Director Date: _____
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Date of governing body approval: _____

Attachments:

Attachment A: NCT9-1-1 GIS Data Quality Control Standards and Guidelines

Attachment B: GIS Disbursement Maintenance Model

Attachment C: Equipment Room and Electrical Requirement



Attachment A

NCT9-1-1 GIS Data Quality Control Standards and Guidelines

Only applies to County Addressing Authorities

Overview

Purpose

NCT9-1-1's GIS Team is the Quality Control hub for regional GIS data specific to 9-1-1. NCT9-1-1 serves as the direct technical and GIS data-related contact to the County 9-1-1 Addressing Authorities and promotes 9-1-1 industry standards to ensure GIS data is ready for mission-critical 9-1-1 systems. To ensure GIS data accuracy, NCT9-1-1 employs specialized industry-specific software to perform Quality Control on the GIS Data.

Requirements

County Addressing Coordinators will need access to GIS Desktop software supplied by NCT9-1-1 or the county, an internet connection to receive the Quality Control data and reports from NCT9-1-1, and relevant training by NCT9-1-1 personnel. Furthermore, County Addressing Coordinators will need a thorough understanding of the Quality Control standards built into the software supplied by NCT9-1-1, and 9-1-1/GIS industry-specific standards to ensure data integrity for 9-1-1 applications.

Resources

[GIS Quality Control Software](#)

NCT9-1-1 will supply the relevant documentation and instruction for adhering to the Quality Control Software including the exception code data sheet. The information will be made available via a web portal or other electronic standard.

[Industry Specific Standards](#)

The NCT9-1-1 GIS Team follows the industry-set standards developed by the National Emergency Number Association (NENA). NCT9-1-1 recommends the following standards and stresses the importance of these standards to ensure data accuracy and efficient 9-1-1 service.

[Data Structure Documents:](#)

1. [NENA Standard Data Formats for E9 1 1 Data Exchange & GIS Mapping](#)
2. [NENA Standard for NG9-1-1 GIS Data Model](#)
3. [NG9-1-1 Additional Data Standard](#)

4. [NENA Next Generation United States Civic Location Data Exchange Format \(CLDXF\)](#)

[Data Management Documents:](#)

1. [GIS Data Collection and Maintenance Standards](#)
2. [Standard for Reporting and Resolving ANI/ALI Discrepancies and No Records Found for Wireline, Wireless and VoIP Technologies](#)
3. [NENA Next Generation 9-1-1 Data Management Requirements](#)
4. [NENA Standards for the Provisioning and Maintenance of GIS data to ECRF and LVFs](#)



Attachment B

GIS Disbursement Maintenance Model

Only applies to County PSAPs

Overview

9-1-1 Addressing Authorities are responsible for providing the accurate geospatial data that is used by NCT9-1-1 to route¹ emergency calls to the correct Public Safety Answering Point (PSAP), and to aid First Responders in locating callers in an emergency. Misrouted calls can extend the service call time by several minutes or delay locating callers and therefore potentially lead to loss of life or property.

It is imperative to the NCT9-1-1 mission that the Geographic Information Systems (GIS) data used to route emergency service calls be as reliable and accurate as possible at any given time. The mission-critical properties of the GIS data are the premise for the generation of the GIS Disbursement Maintenance Model. NCT9-1-1 has set aside annually a target amount that each 9-1-1 Addressing Authority is capable of receiving based on the level of accuracy of the data they provide to NCT9-1-1. This amount is the maximum annual performance incentive amount.

The Model

Each County is allotted a maximum annual performance incentive amount of \$30,770, except for Collin County which is allotted a maximum annual performance amount of \$50,770.

Performance incentives amounts are calculated quarterly based on the percent of critical* errors of all site/structure addressing points (SSAPs) in the 9-1-1 Addressing Authority's area of responsibility.

*Critical errors are defined as errors that cause, or have a potential of causing, a critical fault in the routing of an 9-1-1 emergency service request call to the correct PSAP.

The following GIS features are considered "critical":

- Duplicate SSAP (Site Structure Address Point)
- SSAP No Value (no attribution in feature)
- SSAP Parsing
- Road Centerline (RCL) Range Overlaps
- RCL Parsing
- RCL No Value (no attribution in feature)
- Boundary Topology Overlaps (Emergency Service Boundaries and jurisdictional boundaries)

¹ NCT9-1-1 routes landline and VoIP calls using geospatial data. Future standards require all calls, including wireless, to use geospatial data to route emergency calls.

- Boundary Topology Gaps (Emergency service boundaries and jurisdictional boundaries)

There are five performance tiers that allow for different levels of performance equating to different amounts of incentive the 9-1-1 Addressing Authority will receive for that quarter. A formula is used to determine the “workload” of Addressing Authorities and is defined as the total number of critical errors divided by the total number of Site Structure Address Points. The outcome of the formula places the Addressing Authority in the respective tier.

Performance incentive amounts are calculated each quarter using the following method:

Tier 1 = (# of critical errors / # SSAPs) \leq .2% or .002 – Receive full annual incentive amount

Tier 2 = (# of critical errors / # SSAPs) \leq .4% or .004 – Receive 90% of annual incentive amount

Tier 3 = (# of critical errors / # SSAPs) \leq .6% or .006 – Receive 80% of annual incentive amount

Tier 4 = (# of critical errors / # SSAPs) \leq .8% or .008 – Receive 70% of annual incentive amount

Tier 5 = (# of critical errors / # SSAPs) $>$.8% or .008 – Receive no incentive amount

The aggregate of the incentive is divided by four to equate to a quarterly distribution.

Remedy Period

A remedy period or “grace period” is available to 9-1-1 Addressing Authorities to accommodate unforeseen circumstances that can lead to temporarily inflated critical error rates. NCT9-1-1 will grant a remedy period of one quarter immediately following the quarter where the 9-1-1 Addressing Authority had a critical error rate sufficient to drop to a lower incentive tier. In such an instance, the tier status will drop but the performance incentive will remain congruent with the 9-1-1 Addressing Authority’s prior tier amount. If the 9-1-1 Addressing Authority’s error rate continues to remain in the lower tier or drops further, a reduction in the tier incentive amount will immediately take effect for that quarter.

Reporting

- May - July period: Errors to be reported on or before August 31st representing FY2021 1st Quarter disbursements.
- August - October period: Errors to be reported on or before November 30th representing FY2021 2nd Quarter disbursements.
- November - January period: Errors to be reported on or before February 28th representing FY2021 3rd Quarter disbursements.
- February - April period: Errors to be reported on or before May 31st representing FY2021 4th Quarter disbursements.



Attachment C: Equipment Room and Electrical Requirements

Backroom Equipment:

- There should be sufficient space to remove equipment from the backroom or 9-1-1 closet in the event of an upgrade or replacement of faulty equipment i.e. Removal of the UPS battery system, or large rack mounted servers.
- There should be elevator access to backroom equipment or 9-1-1 demarcation closets located upstairs.

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- You may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the backroom equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.



**Attachment D
Manual ALI Request Form**

For reference only. To be sent as a separate agreement to Chief/Sheriff and Communications Supervisor.

Updated: December 3, 2018

PSAP Name: Rockwall Police Department

Date: ____/____/____

This letter is to request that the “Manual ALI Query” feature be enabled at Rockwall Police Department.
(PSAP NAME)

The 9-1-1 call handling equipment (CHE) provided by NCT9-1-1 has been configured to allow manual queries, and is compatible with the manual ALI query protocol of NCT9-1-1 and the database provider. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCT9-1-1 operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date



MEMORANDUM

TO: Mary Smith, Interim City Manager

CC: Honorable Mayor and City Council

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

DATE: April 5, 2021

SUBJECT: SQUABBLE CREEK WATERSHED HYDROLOGIC & HYDRAULIC
UPDATE " PHASE 2

Attachments
Contract
Map

Summary/Background Information

Please see contract and map attached.

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

As part of the City's Strategic Plan the Public Works Department is tasked with assessing the drainage and floodways, as shown in the 2006 Master Drainage Study, to provide better information to the development community within the City Limits and ETJ. As part of providing better information for the development community, City Staff has identified the Squabble Creek Watershed (approximately 7.06 square miles) as the most needed masterplan update which has many of the City's flooding concerns. It has been 15 years since the City perform the last Master Drainage Study. The drainage master plan for Squabble Creek Watershed was developed in December 2006, which established the local regulatory hydrologic and hydraulic models for Squabble Creek and most of the major tributaries. The 2006 hydrologic and hydraulic models for the master plan were developed using software that are now outdated. As part of this update, both the hydrologic and hydraulic models will be converted to the most recent software available from the United States Army Corps of Engineers (USACE). In addition to the model conversion, several drainage improvements will be included in the hydrologic and hydraulic models that were constructed after the development of the 2006 master plan models. There are approximately twenty (20) new significant detention structures within the watershed that were constructed as part of various developments, since the original master plan model, that will be incorporated into the hydrologic model. In addition, there are three (3) Soil Conservation Service (SCS) reservoirs within the watershed.

Phase 1 of the Squabble Creek Watershed Hydrologic & Hydraulic Update was complete in 2019 and included the hydrologic update to the model and the hydraulic update approximately 50% of the previously studies streams within the Squabble Creek Basin. Phase 2 of the Squabble Creek Watershed Hydrologic & Hydraulic Update will include the hydraulic update to the remaining 50% streams, a final report and an updated floodplain map for the Squabble Creek drainage basin.

Staff requested a proposal to perform Phase 2 of the Squabble Creek Watershed Hydrologic & Hydraulic Update from the City's hydrology and hydraulic engineering consultant, Cardinal Strategies Engineering Services, LLC. The engineering fee for Phase 2 is \$82,000.00 and can to be funded from the 2020-2021 Engineering Consulting budget.

Staff is requesting City Council consideration to approve of professional engineering services with Cardinal Strategies Engineering Services, LLC to perform Squabble Creek Watershed Hydrologic & Hydraulic Update Phase 2 in an amount not to exceed \$82,000.00, to be paid for out of the 2020-2021 Engineering Consulting budget, and take any action necessary.

Action Needed



City of Rockwall – Public Works – Engineering Division
Attn: Jeremy M. White, P.E., CFM
385 S. Goliad
Rockwall, Texas 75087

Re: Miscellaneous Consulting on Stormwater Issues – Task Order #0043
Rockwall, Texas

Dear Mr. White:

This letter and the attached documents outline Task Order #0043 of the Miscellaneous Consulting on Stormwater Issues contract as requested by the City of Rockwall.

Scope of Work: Phase 2 of the Squabble Creek Master Plan Update will convert the Phase 2 streams from HEC-2 to HEC-RAS and update based on newer data, document all the conversions into a report, and update the City of Rockwall GIS database with the new information. Refer to Attachment “A” for full detail of scope of work.

Fee: Lump Sum of \$82,000

Term of Agreement: All tasks described in Attachment “A” shall be completed by September 30, 2021.

EXECUTED in triplicate originals on this 24th day of March 2021.

Cardinal Strategies Engineering Services, LLC

By: Kim Anderson
Name: Kim Anderson
Title: President

EXECUTED in triplicate originals on this _____ day of _____ 2021.

ATTEST:

City of Rockwall, Texas

Mary Smith
Interim City Manager

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 Cardinal Strategies Engineering Services, LLC), (“ENGINEER”), located at 2770 Capital Street, Wylie, Texas, Engineers duly licensed and practicing under the laws of the State of Texas.

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

PROFESSIONAL ENGINEERING SERVICES for Miscellaneous Consulting on Stormwater Issues Task Order #43 – Squabble Creek Watershed H&H Update – Phase 2.

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

Cost for such services will be based on an as-needed time and material basis and billed as a lump sum not to exceed \$82,000. Specific services not identified within Attachment “A” will require a separate task order to complete. . Engineer is not authorized to perform any work without approval of City.

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

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

3. Method of Payment

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

4.

EXECUTED in triplicate originals on this 24th day of March 2021.

Cardinal Strategies Engineering Services LLC

By: Kim Anderson
Name: Kim Anderson
Title: Principal

EXECUTED in triplicate originals on this ____ day of _____ 2021.

ATTEST:

City of Rockwall, Texas

Mary Smith
Interim City Manager

**EXHIBIT A
SCOPE OF SERVICES**

**TO BE PROVIDED BY CARDINAL STRATEGIES ENGINEERING SERVICES, LLC, TO
THE CITY OF ROCKWALL FOR THE
MISCELLANEOUS CONSULTING ON STORMWATER ISSUES
SQUABBLE CREEK WATERSHED H&H UPDATE - PHASE II**

Project Description:

The CITY has identified the Squabble Creek Watershed as the most in need of a masterplan update as it has many of the CITY's flooding concerns and is nearing 15 years old since the last H&H update. A drainage master plan for Squabble Creek was developed in September 2005 that established the local regulatory hydrologic and hydraulic models for Squabble Creek and most of its major tributaries. The hydrologic and hydraulic models for the master plan were developed using software that is now considered to be outdated. Current hydrologic models are in the TR-20 hydrologic model software and the current hydraulic models are in HEC-2 format. The CITY has requested that Cardinal Strategies Engineering Services, LLC ("CARDINAL") convert both the hydrologic and hydraulic models to the most recent software available from the United States Army Corps of Engineers (USACE). Cardinal has completed two previous phases of the Squabble Creek Watershed Update, Phase 1 and 1A. In Phase 1 Cardinal converted the previous TR-20 hydrologic model to HEC-HMS, incorporated all developments into the hydrology model, converted the Phase 1 study streams to HEC-RAS. Figure 1 attached to this scope shows the study streams included within Phase 1. The floodplains of the Phase 1 study streams were mapped in Phase 1A.

The remaining effort to complete the Squabble Creek Watershed H&H update is included within this scope of services for Phase 2. The final deliverable for Phase 2 will include a final report to document all the model conversions, updates, and extensions. In addition, Cardinal will work with the CITY to update the floodplain database with the new information.

The update to the hydrologic and hydraulic models will conform to the CITY's current Flood Hazard Damage and Prevention Ordinance and with the CITY's Standards of Design and Construction.

A. BASIC SERVICES

1. **Project Kickoff Meeting:** Attend one project kickoff meeting at the CITY to go over the project scope, schedule, and collect additional information about the site.
2. **Data Collection:** Collect data through coordination with the CITY on the following:
 - a. City of Rockwall Geographic Information Systems (GIS) data for hydrology and hydraulics analysis including:
 - i. Ridge Crest study and models
 - ii. Record drawings for all crossings and developments on Phase 2 streams
 - b. Site Visit to Phase 2 streams, as necessary.
3. **Survey:** Collect topographic survey of Goliad Crossing on Tributary E-2 and potentially other crossings on this Tributary.
4. **Hydrology:**
 - a. Finalize modified puls routing reaches based on the updated hydraulic modeling for Phase 2.
 - b. Finalize peak discharges for entire watershed.
5. **Hydraulics:** *South Prong Squabble Creek and Tributaries, Squabble Creek Tributaries A, C, D, E, and E-2. This will also extend the Boles Branch model upstream to incorporate the Ridge Crest development.*
 - a. Cut new XS (same locations as Master Drainage Study) against latest CITY LiDAR topography.
 - b. Copy over structure data from Master Drainage Study.

- c. Evaluate Manning's values using recent aerial imagery and update as necessary.
- d. Update applicable routing reaches with Modified Puls based on updated hydraulic models.
- 6. Floodplain Mapping:**
 - a. Map the 100-year floodplains of all Phase 2 streams (Phase 1 floodplains were mapped with Phase 1A Task Order #10)
- 7. Reporting**
 - a. Develop a detailed engineering report documenting all model conversions, updates, and new models. The report will summarize results of the entire watershed and will include tabular and graphical results.
 - b. Clean up final hydrologic and hydraulic models to include all necessary descriptions and set them up for use by the City moving forward.
- 8. Update City GIS Database**
 - a. Coordinate with City of Rockwall staff and GIS department to update the floodplain database with the new data from the Squabble Creek Master Plan update.
- 9. City Coordination:**
 - a. Coordinate with City of Rockwall staff to address any comments related to

Deliverables – Three (3) hard copies and a digital copy of the Squabble Creek Master Plan Update Report to the City of Rockwall for their records.

B. SPECIAL SERVICES

C. ADDITIONAL SERVICES

1. Meetings in excess of those described in Basic Services
2. Additional modeling outside of the study limits described in the Project Description
3. Additional inclusion of developments and detention structures in excess of those described in Basic Services
4. FEMA Submittals
5. Public Involvement
6. Environmental Permitting or Investigations
7. Geotechnical Engineering or Investigations
8. Groundwater Services or Investigations
9. Hydraulic modeling of any tributaries not listed in the Project Description above
10. Extension of hydraulic models beyond the extents of the Master Drainage Study or the limits shown in Figure 1.

**EXHIBIT B
COMPENSATION/PRICING SCHEDULE**

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

2020 HOURLY CHARGES FOR PROFESSIONAL SERVICES

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

Principal	\$170 - \$205 per hour
Senior Project Manager	\$160 - \$200 per hour
Project Manager	\$155 - \$180 per hour
Senior Engineer	\$135 - \$170 per hour
Engineer	\$115 - \$145 per hour
Junior Engineer	\$95 - \$125 per hour
CAD Professional	\$70 - \$95 per hour
GIS Professional	\$95 - \$110 per hour
Admin / Clerical	\$65 - \$80 per hour

Expense Items

Supplies	Cost plus 10%
Travel	IRS rate per mile
Lodging and meals (US Government per diem plus taxes)	Actual cost
Airfare and Rental Car	Cost plus 10%

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

**EXHIBIT C
PROJECT SCHEDULE**

**TO BE PROVIDED BY CARDINAL STRATEGIES ENGINEERING SERVICES, LLC, TO
THE CITY OF ROCKWALL FOR THE
MISCELLANEOUS CONSULTING ON STORMWATER ISSUES
SQUABBLE CREEK WATERSHED MASTER PLAN UPDATE – PHASE 2**

Project Description:

The CITY has identified the Squabble Creek Watershed as the most in need of a masterplan update as it has many of the CITY’s flooding concerns and is nearing 15 years old since the last H&H update. A drainage master plan for Squabble Creek was developed in September 2005 that established the local regulatory hydrologic and hydraulic models for Squabble Creek and most of its major tributaries. The hydrologic and hydraulic models for the master plan were developed using software that is now considered to be outdated. Current hydrologic models are in the TR-20 hydrologic model software and the current hydraulic models are in HEC-2 format. The CITY has requested that Cardinal Strategies Engineering Services, LLC (“CARDINAL”) convert both the hydrologic and hydraulic models to the most recent software available from the United States Army Corps of Engineers (USACE). Cardinal has completed two previous phases of the Squabble Creek Watershed Update, Phase 1 and 1A. In Phase 1 Cardinal converted the previous TR-20 hydrologic model to HEC-HMS, incorporated all developments into the hydrology model, converted the Phase 1 study streams to HEC-RAS. Figure 1 attached to this scope shows the study streams included within Phase 1. The floodplains of the Phase 1 study streams were mapped in Phase 1A.

The remaining effort to complete the Squabble Creek Watershed H&H update is included within this scope of services for Phase 2. The final deliverable for Phase 2 will include a final report to document all the model conversions, updates, and extensions. In addition, Cardinal will work with the CITY to update the floodplain database with the new information.

The update to the hydrologic and hydraulic models will conform to the CITY’s current Flood Hazard Damage and Prevention Ordinance and with the CITY’s Standards of Design and Construction.

A. BASIC SERVICES

The consultant will complete the scope of work by September 30, 2021.

B. SPECIAL SERVICES

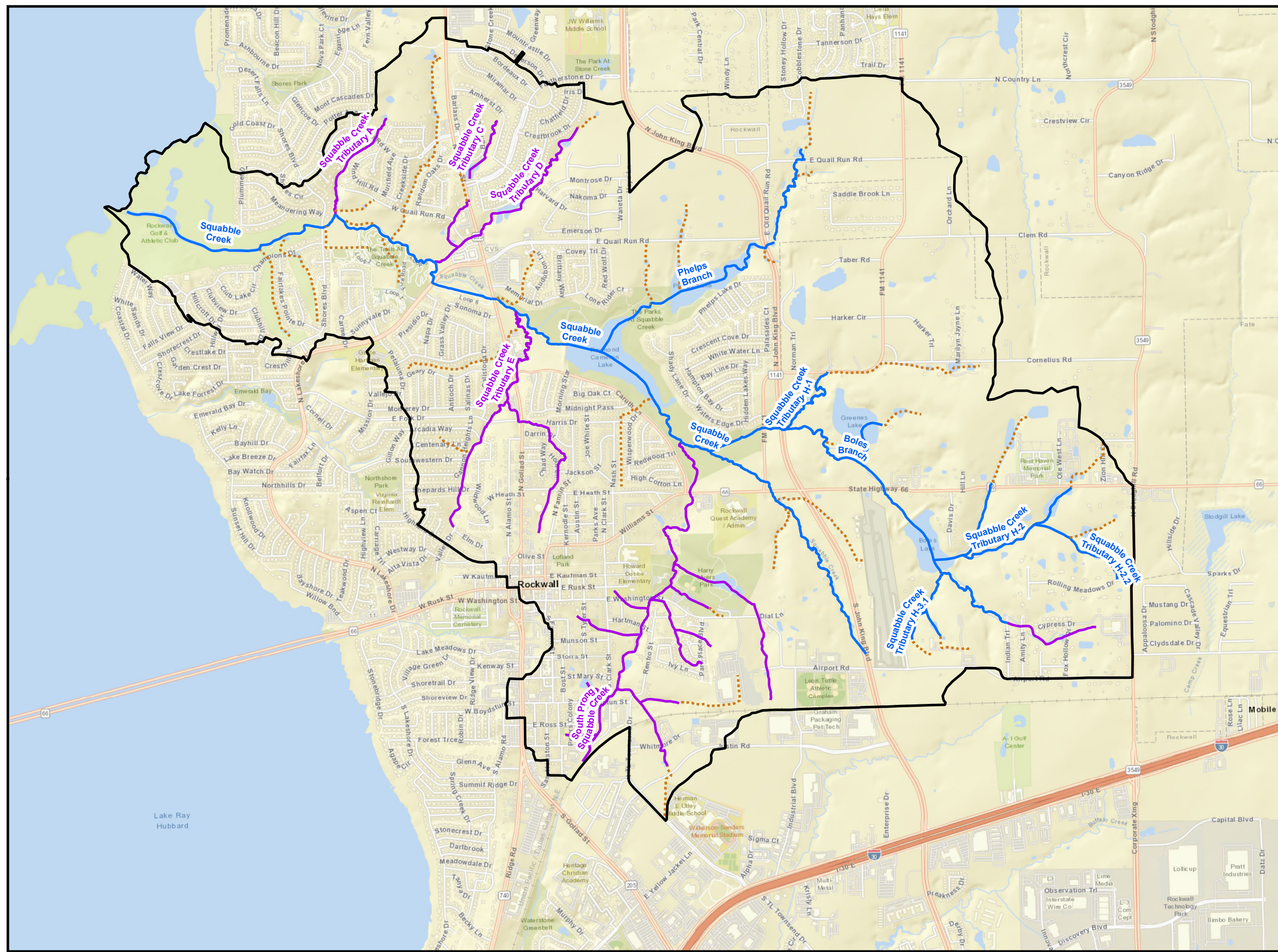
No Special Services are called out in this scope of services.





C. ADDITIONAL SERVICES

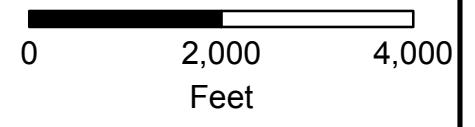
1. Topographic Surveying
2. Hydrologic Modeling
3. Geotechnical Investigation
4. Preparation of design plans for improvements
5. FEMA Submittals
6. Public Involvement
7. Environmental Permitting or Investigations
8. Geotechnical Engineering or Investigations
9. Groundwater Services or Investigations
10. USFWS Endangered Species Assessment

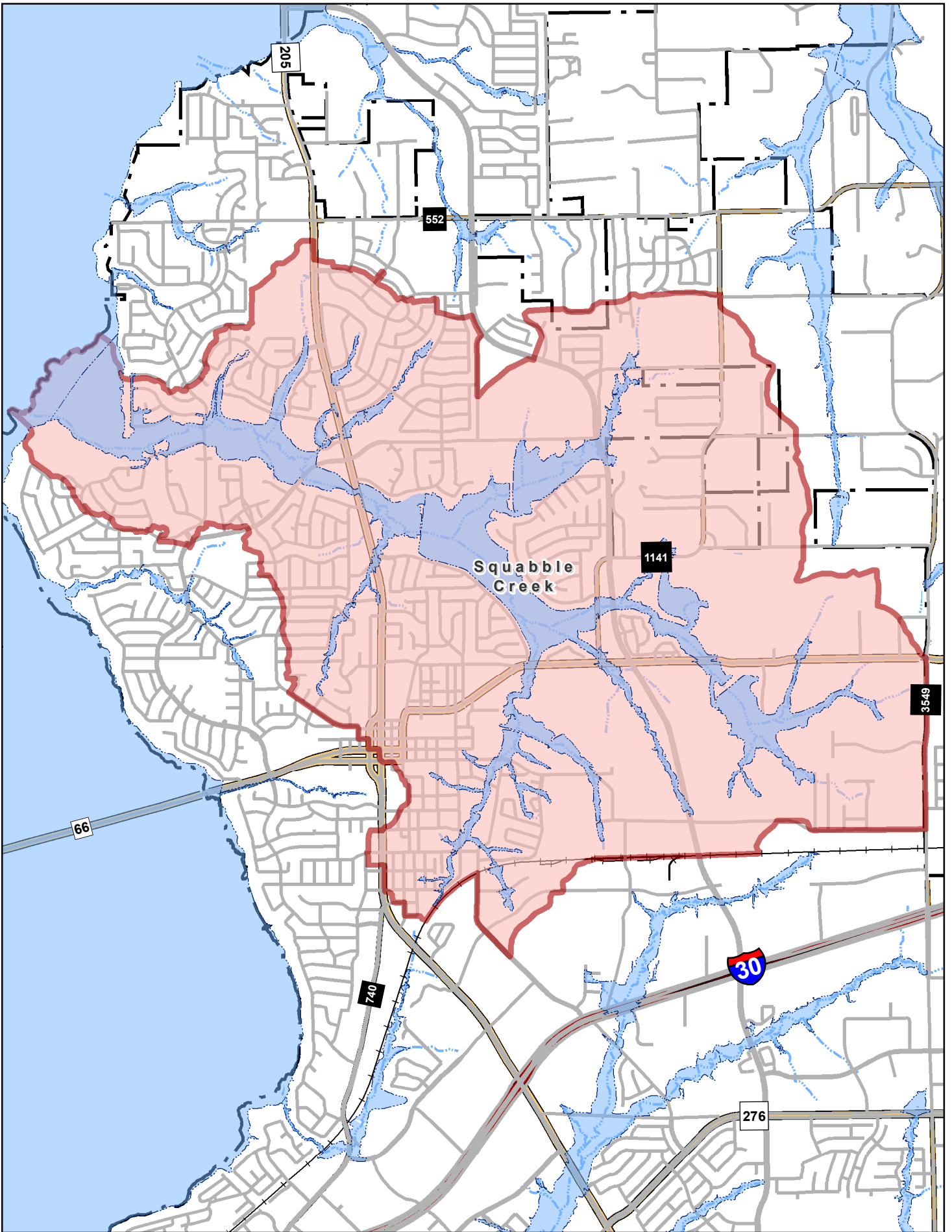
**SQUABBLE CREEK
WATERSHED STUDY
ROCKWALL, TX**

**FIGURE 1
STUDY LIMITS**



- Legend**
-  Squabble Creek Watershed
 - Phase**
 -  Not Included
 -  Phase 1 Hydraulics
 -  Phase 2 Hydraulics







MEMORANDUM

TO: Mary Smith, Interim City Manager

CC: Honorable Mayor and City Council

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

DATE: April 5, 2021

SUBJECT: IH-30 CONSTRUCTION “ ENGINEERING SERVICES FOR UTILITY RELOCATIONS

Attachments
Amendment

Summary/Background Information

The Texas Department of Transportation (TXDOT) is designing the expansion of Interstate 30 (IH-30) from Bass Pro Drive to the Hunt County Line. Before construction begins on the IH-30 construction, the City will be required to relocate existing City maintained water and wastewater lines that will be in conflict with the proposed construction. The City currently has a contract with Volkert, Inc. to perform a utility conflict analysis within the IH-30 corridor. The consultant has completed the utility conflict analysis and determined which utilities will need to be relocated. The next step will be to proceed with professional engineering design services and construction plan preparation for the utility relocations. Staff requested that Volkert, Inc. provide a contract amendment for these services under their current contract with the City.

Staff requests that the City Council consider approving Amendment #1 for professional engineering services contract with Volkert, Inc., to perform the engineering design and construction plan preparation for the IH-30 Utility Relocation Project in the additional amount not to exceed \$210,419.00, to be paid out of the Water and Sanitary Sewer Fund.

Action Needed

Contract Amendment #1

City of Rockwall
Jeremy White, PE, CFM
Civil Engineer, Public Works – Engineering Division
385 S. Goliad Street
Rockwall, Texas 75087
jwhite@rockwall.com | 972.771.7746

March 16, 2021

Project: IH 30 Utility Conflict Analysis

Description of Services added/Deleted: The City of Rockwall (City) wishes to relocate existing water and wastewater facilities determine to be in conflict with the proposed IH 30 widening project from the Utility Conflict Analysis. The project is being delivered by TxDOT in two segments affecting the City of Rockwall Facilities. Segment 1 (TxDOT RCSJ 0009-12-223) is from Dalrock Road to SH 205. Segment 2 extends from SH 205 to the Rockwall County Line to the East and will be constructed as a separate package by TxDOT.

Additional design will include Water and Wastewater relocations plans based on the conflict analysis performed during basic services as part of the original contract scope of services. Special services have been amended as well to remove development of alternatives since conflicts are now known and these can be considered basic services.

A detailed description of the Scope of Services as amended is listed in Attachment “A”

Basic Services:

Schematic Conceptual Design (30%) updated to accommodate TxDOT’s latest design
Construction Documents:

- 60% Design
- 90% Design
- 100% Design

Special Services:

Special services have been amended to remove previous design special services. Level A SUE investigation remains as in original contract.

Deliverables:

Deliverables will be submitted according to the two TxDOT project segment limits as described in the description of services above.


Compensation shall be as follows:

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

	<u>Task</u>	<u>Original Fee</u>	<u>Amend #1</u>	<u>Revised Fee</u>
	<u>BASIC SERVICES</u>			
1.	Schematic Conceptual Design (30%)			
1.1	Project Management	\$3,973	\$5,550	\$9,343
1.2	Coordination and Conflict Analysis	\$6,983	\$8,325	\$15,308
1.3	Schematic Roll Plot and Graphics – Base Files	\$5,000	\$16,546	\$21,546
1.4.1	Construction Documents (60% Design)	\$0	\$82,730	\$82,730
1.4.2	Construction Documents (90% Design)	\$0	\$49,638	\$49,638
1.4.3	Construction Documents (100% Design)	\$0	\$16,546	\$16,546
1.5	Bidding Phase Services	\$0	\$9,200	\$9,200
1.6	Construction Phase Services	\$0	\$10,235	\$10,235
1.7	Record Drawing Preparation		\$4,000	\$4,000
	Basic Services Subtotal:	\$ 15,956.00	\$202,770	\$218,726
Compensation for special services under Tasks 1.3.1-2.1 shall be a labor fee plus expense (reimbursable) basis with the max fee shown below.				
	<u>SPECIAL SERVICES</u>			
1.3	Schematic Conceptual Design Special Services			
1.3.1	Develop and evaluate up to two (2) alignments for proposed water lines and wastewater lines.	\$5,628	-\$5,628	\$0
1.3.2	Prepare 30% schematic horizontal alignment of proposed water lines and sewer lines.	\$4,000	-\$4,000	\$0
1.3.3	Prepare sheets illustrating areas of conflict requiring relocation.	\$3,000	-\$3,000	\$0
2.	Subsurface Utility Engineering (S.U.E.) Services			
2.1	Quality Level 'A' S.U.E. Services (0 to 5 ft)	\$5050	\$0	\$5050
2.1	Quality Level 'A' S.U.E. Services (5 to 8 ft)	\$6625	\$0	\$6625
2.1	Quality Level 'A' S.U.E. Services (8 to 13 ft)	\$5025	\$0	\$5025
2.1	Quality Level 'A' S.U.E. Services (13 to 20 ft)	\$2275	\$0	\$2275
	Special Services Subtotal*	\$ 31,603.00	-\$12,628	\$18,975
	ENGINEERING SERVICES		\$20,277	\$25,033
	CONTINGENCY** (To be 10% of Services)	\$ 4756.00		
	Project Total*	\$ 52,315.00	\$210,419	\$262,734

Original Contract Amount = \$52,315
 Amount this Authorization = \$210,419
 Revised Contract Total = \$262,734

Approvals:

Volkert, Inc. 
 By: _____
 Travis Falls

Print or Type Name

Date: 3/24/2021

City of Rockwall

By: _____

Print or Type Name

Date: _____

ATTACHMENT A – SCOPE OF SERVICES - AMENDMENT NO. 1

IH 30 Widening – Water & Wastewater Conflict Analysis
(City of Rockwall Limits – Lake Ray Hubbard to FM 3549)

For
City of Rockwall

Scope of Services

Project Understanding

Description of Services Added/Deleted: The City of Rockwall (City) wishes to relocate existing water and wastewater facilities in conflict with the proposed IH 30 widening project. The project is being delivered by TxDOT in two segments affecting the City of Rockwall Facilities. Segment 1 (TxDOT RCSJ 0009-12-223) is from Dalrock Road to SH 205. Segment 2 extends from SH 205 to the Rockwall County Line to the East and will be constructed as a separate package by TxDOT.

Additional Design will include Water and Wastewater relocations based on the conflict analysis performed during basic services as part of the original contract scope of services. Special services have been amended as well to remove development of alternatives since conflicts are now known and these can be considered basic services.

BASIC SERVICES

1. Schematic Conceptual Design (30%)

1.1. Project Management

- 1.1.1. Conduct Volkert internal project kickoff meeting with entire project team and City Staff.
- 1.1.2. Prepare and send Project Status Update (PSU) to City’s Project Manager and City Engineer on monthly basis. PSU will address work completed in previous period, work in progress and/or anticipated to be completed in next period, actions or information needed from City, and a schedule update.
- 1.1.3. Develop design criteria and design decisions tables.
- 1.1.4. Prepare project correspondence and invoicing documents.
- 1.1.5. Prepare and submit project schedule to City staff and provide general project management activities.
- 1.1.6. Project Administration
 - Prepare project correspondence and invoicing documents
- 1.1.7. Conduct and Coordinate with the STATE regarding roadway design developments, creation/update of standard agreement negotiations, and
- 1.1.8. Coordinate with State regarding review of plans for utility clearance and updates based on review cycles. Assume 2x Review cycles per package by TxDOT/Utility Coordinators

1.2. Project stakeholder coordination & conflict analysis

- Develop project stakeholder contact list including but not limited to franchise utilities, City’s water and sewer department, street department, and other governmental entity stakeholders etc.
- Evaluate proposed TxDOT plans for widening of IH 30 and determine points of conflict with existing water and wastewater utilities
 - Evaluate for vertical and horizontal conflicts
 - Review proposed drainage patterns and structures

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

1.3. Schematic Roll Plot and Graphics (30%) – Base Files

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

- Review and research previously prepared construction plans record documents, and other pertinent information related to proposed project.
- Review City master plans, design standards, specifications, construction details, and other pertinent information that may impact the design. Review of documents will include but not limited to:
 - City of Rockwall Master Thoroughfare Plan
 - City of Rockwall Water/Wastewater Master Plan
 - City of Rockwall Standards of Design and Construction
 - City of Rockwall Trail Master Plan
- Develop complete and accurate base map showing all existing Right-of-Way (ROW), easements, and utilities based on available TxDOT Survey data (provided by TxDOT)

1.4. Construction Documents (60%, 90%, 100%)

1.4.1. Submittals

Volkert will submit 60%, 90% and 100% submittal for City for Review and comment. TxDOT will also be provided these documents for Review and comment to facilitate agreement on relocation clearances. The following will be required for each submittal:

- Construction Plans
 - Two (2) Full size Copies 22”x34”
 - Two (2) Half Size Copies 11’x17”
 - One (1) PDF Copy
 - One (1) PDF copy scanned city comments from previous submittal
 - Engineers Opinion of Construction Costs
 - Construction Contract Template/Specification Book

The submittals shall be delivered in segments of work according to the breakdown of the two TxDOT segments described above.

1.4.2. Construction Plans

Each plan sheet in the construction plan set will conform to the Engineering Drawing Requirements set forth in the City of Rockwall’s Standards of Design and Construction, as well as accommodate TxDOT guidance on Utility relocation plans for review. Plan sheet will also include any other additional documentation, notation and clarification required by the City’s Project Manager to prove design and constructability of the Project. Each stage of the construction plan review process will incorporate any changes associated with City comments on previous submittals, as well as TxDOT comments to accommodate coordination.

The design will be submitted in two packages to accommodate the two limits required by TxDOT for anticipated reimbursement limits associated with utilities. For each package, the table below of the additional construction plan sheets required and which submittal they are required:

Plan Sheets	60%	90%	100%
Existing Condition Plan (1" = 20' scale)	X	X	X
Horizontal/Vertical Control Sheet (1" = 40' scale)	X	X	X
Demolition/Removals Plan (1" = 20' scale)	X	X	X
Water Plan/Profile (1" = 20'H, 1" = 5'V scale)	X	X	X
Sanitary Sewer Plan/Profile (1" = 20'H, 1" = 5'V scale)	X	X	X
Construction Sequencing Phase Narrative	X	X	X
Detour Plan (as needed)		X	X
Traffic Control Plan (1" = 40' Scale)		X	X
Details (for each section of plans)		X	X

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

1.4.2.1 Utilities

1.4.2.1.1 Public (Water, Wastewater)

- Establish the location of existing public utilities based on information provided by the City, SUE, and Field survey information

1.4.2.1.2 Franchise Utility Coordination

- Identify Franchise utility contacts
- Notify the City if any relocations are required
- Volkert will perform the coordination with the franchise utilities if any relocations are required

1.4.2.1.3 Water

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

1.4.2.1.4 Wastewater

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

1.4.2.2 Traffic Control Plans

- Develop construction sequence plan showing:
 - Construction Area for each phase of construction and closure of existing travel lanes (if needed)
 - Temporary signing and striping, barricades, and other channelization devices
 - Narrative of the sequence of work
 - Detour Plan for each construction phase (if needed)
 - Storm sewer construction phasing
 - Public utilities relocation phasing
 - Prepare Traffic control details to clarify intent of design
 - Use TxDOT Traffic Control standards as required for use on state facilities

1.4.3. Specifications/Construction Contracts

Prepare general notes, specification data, and final Bid Book in accordance with City of Rockwall requirements. Identify and prepare special specification and/or special provisions applicable to the project, including Buy-America conditions required by TxDOT for reimbursement. Prepare Bid-Tab sheet of applicable items for Contractor to fill/present bid prices.

- Contract documents, including the following:
 - City of Rockwall standard construction contract forms
 - Notice to Bidders
 - Special instructions to bidders
 - Bid form (Bid-Tab) – Electronic for Bidding
 - Standard Construction Contract
 - Performance Bond
 - Payment Bond
 - Maintenance Bond
 - Certificate of Insurance
 - General Conditions
 - Special Conditions
 - Technical Specifications
 - Permits (TxDOT, etc)

1.4.4. Estimates

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

1.5. Bidding Phase Services

- 1.5.1. Furnishing the City a construction bid set one (1) 11”x17” hard copy and one (1) Bid Spec Book. Documents will also be provided to the city in electronic PDF format.
- 1.5.2. City will be responsible for advertisement of the project in the Local Paper.
- 1.5.3. Consultant will make the plans and specifications will be made available from the Bid document distribution site CivCast. Consultant will manage document upload and setting up project on CivCast.
- 1.5.4. Respond to contractor questions and provide design clarifications in Addenda format.
- 1.5.5. Attendance at the pre-bid meeting.
- 1.5.6. The Consultant will prepare addenda to answer questions of the plans and specifications. The Consultant will provide the City with sealed, signed and dated addenda. The Consultant will upload the addenda to CivCast. All addenda will be posted a minimum of 24-hours before the bid opening.
- 1.5.7. The Consultant will respond to questions submitted from potential bidders and provided by the City to the Consultant a minimum of 72-hours before the bid opening.
- 1.5.8. Attendance of Bid Opening.
- 1.5.9. Complete tabulation of bids; checking for mathematical errors and unbalanced bids. Original bid documents to be returned to the City after tabulation. Provide bid tabulation, in PDF format, to City via email and to Contractors who submitted bids via CivCast.
- 1.5.10. Checking references and other qualification information for the low bidder and writing a letter of recommendation concerning award of the contract.
- 1.5.11. Returning Bid Bonds to all non-low bidders.

1.6. Construction Phase Services

- 1.6.1. Conform construction plans and project specifications to addendums.
- 1.6.2. Pre-Construction Meeting: Prepare for and attend the Pre-Construction Meeting prior to commencement of Work at the Site. Consultant to provide the following quantities of plans and specifications for distribution at the Pre-Construction Meeting.
 - Half-size plans (11-inch x 17-inch) plans – (15 Total)
 - 7 – City (File, Engr. Dept. PM, Inspector, Sub-Inspector, Water, Wastewater, Streets/Drainage)
 - 4 – Franchise Utility Company Reps. (AT&T, Atmos, TXU/ONCOR, Charter)
 - 3 – Contractor/Sub-contractors
 - 1 – Geotech/Materials Testing Lab
 - Full-size plans (24-inch x 36-inch) plans – (5 Total)
 - 2 – City (File and Inspector)
 - 3 – Contractor/Subcontractors
 - Specification Books – (7 Total)
 - 3 – City (Engr. PM, Inspector, Sub Inspector)
 - 3 – Contractor/Subcontractors
 - 1 – Geotech/Materials Testing Lab
 - Plan Set “Approved for Construction” on CD.
- 1.6.3. Attend on-site construction observation meetings to observe progress, clarify design concepts and/or assist with solutions needed to overcome obstacles in construction (as applicable to scope of work) or to study and evaluate possible practical alternative solutions. Three (3) site visits are included in the budget.
- 1.6.4. When requested by the City, provide a memo of the site visit observations to the City.
- 1.6.5. Clarifications and Interpretations. Issue clarifications and interpretations of the Contract documents to City as appropriate. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City from clarifications and interpretations made by the Consultant.
- 1.6.6. Shop Drawings and Samples. Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to Submit. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor. Consultant review and appropriate action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Such appropriate action of the Consultant is limited to the following:
 - (a) No exceptions taken,
 - (b) Revise and resubmit,
 - (c) Make corrections noted, and
 - (d) Rejected.
- 1.6.7. Substitutes and “or-equal”. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract documents, but subject to the provisions of applicable standards of state or local government entities. “Or-equal” acceptance by the Consultant will only be provided if the Consultant has experience with the substitution.
- 1.6.8. Limitation of Responsibilities. The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work.

Construction Walk Through. Consultant shall be present at the City’s construction walk through and will prepare a “punch/checklist” for the contractor to use to achieve final project acceptance.

1.7. Record Drawings Preparation

- 1.7.1. Prepare project “Record Drawing” based on information provided by the Contractor, and/or City as to the actual field placement of the work including any changes or deletions. Consultant will provide the following deliverables:
- 1.7.2. Electronic copy of the record drawings shall be submitted on CD/DVD or flash drive in all of the following formats.
- 1.7.3. Convert DGN to AutoCAD (.dwg) format for City use (project uses MicroStation to leverage available TxDOT Data)
- 1.7.4. Adobe Portable Document (.pdf) 400 dpi (min) (24”x36”)
- 1.7.5. Electronic copy of geotechnical reports, survey data, photographs, and exhibits used for the project, in .pdf or jpg format.
- 1.7.6. Electronic copy of project specifications in Microsoft Word (.doc) and PDF format.
- 1.7.7. Record drawings shall be sealed by the engineer of record in accordance with the Texas Board of Professional Engineers Policy Advisory Opinion Regarding Record Drawings.
- 1.7.8. All field changes and revisions shall be shown and noted in the revision block.
- 1.7.9. Revisions shall be drawn using accepted drafting standards and shall be clear and legible.
- 1.7.10. Line work and notes related to work deleted or changed shall be omitted from the Record Drawing.

SPECIAL SERVICES

Special services section of the original contract is amended to remove section 1.3. These items and the development of the relocation plans are now included in basic services.

As part of the IH 30 project, the Texas Department of Transportation (TxDOT) has developed Survey and Subsurface Utility Engineering (SUE) data pertaining to the limits of the project. Use of this data is assumed as the baseline available topographic data and existing utility information and may be used for design of the Water and Wastewater effort. The Special Services detailed below are intended for supplemental Survey and SUE services that may be needed to capture additional information not provided in the TxDOT available data. Supplemental Survey and SUE services are limited to the overall level of effort contained in the attached fee estimate.

-End of Scope of Service-



MEMORANDUM

TO: Mary Smith, Interim City Manager

CC: Honorable Mayor and City Council

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

DATE: April 5, 2021

SUBJECT: PROFESSIONAL ENGINEERING SERVICES CONTRACT AMENDMENT
RIDGE ROAD WEST RECONSTRUCTION PROJECT

Attachments

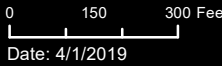
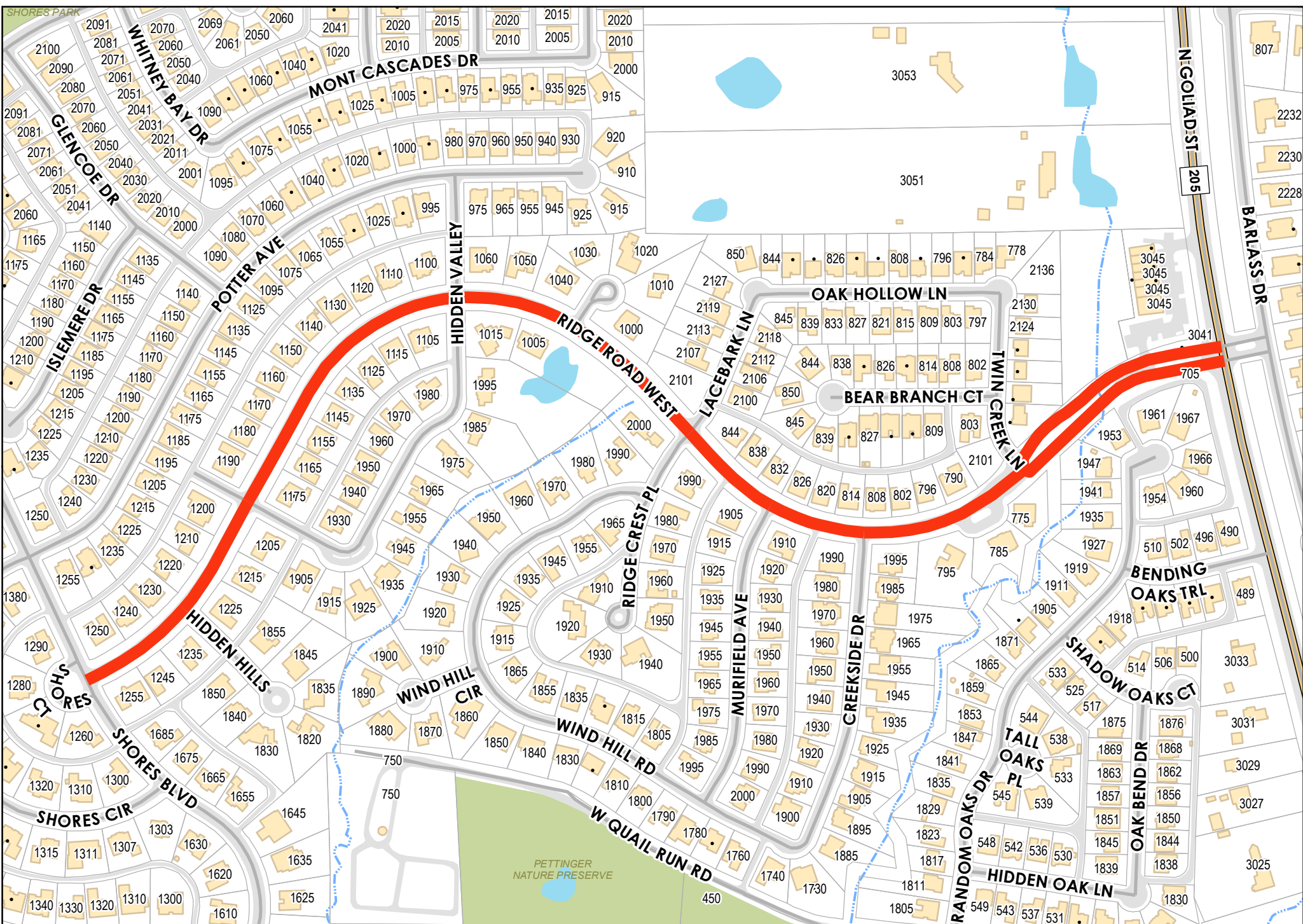
Location Map
Contract

Summary/Background Information

The Ridge Road West (Shores Boulevard to N. Goliad Street) Reconstruction Project is a roadway reconstruction project in the 2018 Street Bond Program. The project, approximately 4,100 feet in length, will consist of roadway, sidewalk, and storm drainage improvements. In November 2018, the City contracted with Dannenbaum Engineering Company – Dallas, LLC, to provide engineering design services and specifications for the Ridge Road West Reconstruction Project. The engineering design and construction plan preparation is complete and is currently ready to advertise and bid for construction.

Staff requests that the City Council consider approving Amendment #2 for professional engineering services contract with Dannenbaum Engineering Company – Dallas, LLC, to perform the engineering construction bidding and construction administration services for the Ridge Road West Reconstruction Project in the additional amount not to exceed \$33,262.62, to be paid out of the 2018 Street Bond Fund.

Action Needed



Date: 4/1/2019

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

RIDGE ROAD WEST RECONSTRUCTION PROJECT

Client: City of Rockwall Jeremy White, P.E. Project Manager 385 S. Goliad Rockwall, Texas 75087	DEC Project Number: 515901
	Date: 03/25/2021

Project: Ridge Road West from Shores Blvd to Goliad (SH 205)

Description:

The project design will be amended to include Bid Phase and Construction Phase Services for the above referenced project. The detailed scope of services being added with the Amendment can be found in Attachment A. The contingency funds from the original contract will be utilized to supplement this amendment as detailed below:

Amendment #2:	\$59,926.03
<u>Original Contract Contingency Remaining:</u>	<u>\$26,663.44</u>
Amount Needed to Fund Amendment #2:	\$33,262.62

The total cost of work for this amendment is: \$33,262.62

	Orig Contract	Amendment #1	Amendment #2	Amendment #3	Current Total
Conceptual Design	\$76,714.98	\$1,698.00			\$78,412.98
Construction Docs	\$209,371.07				\$209,371.07
Survey	\$40,265.00				\$40,265.00
Geotechnical	\$11,285.00				\$11,285.00
Video Inspection	\$4,050.00				\$4,050.00
Contingency	\$28,361.44	(\$1,698.00)	(\$26,663.44)		\$26,663.44
Bid/Construction Phase			\$59,926.06		\$33,262.62
TOTAL	\$370,047.49		\$33,262.62		\$403,310.11

The above described services shall begin up receipt of this Contract Amendment. Services will be invoiced as they are performed. All other provisions, terms and conditions of the original agreement for services which are not expressly amended shall remain in full force and effect.

Dannenbaum Engineering Company-Dallas, LLC

City of Rockwall

BY: Daniel W. Everett, P.E.

BY: _____

Daniel W. Everett, PE
Print or Type Name

Print or Type Name

TITLE: President

TITLE: _____

DATE: March 25, 2021

DATE: _____

Ridge Road West Reconstruction Project

For
City of Rockwall

Attachment “A” - Scope of Services

SERVICES

1. Bidding Phase Services

- 1.1. Furnishing the City a construction bid set one (1) 11”x17” hard copy and one (1) Bid Spec Book. Documents will also be provided to the city in electronic PDF format.
- 1.2. City will be responsible for advertisement of the project in the Local Paper.
- 1.3. Consultant will make the plans and specifications will be made available from the Bid document distribution site CivCast. Consultant will manage document upload and setting up project on CivCast.
- 1.4. Respond to contractor questions and provide design clarifications in Addenda format.
- 1.5. Attendance at the pre-bid meeting.
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- 1.9. Complete tabulation of bids; checking for mathematical errors and unbalanced bids. Original bid documents to be returned to the City after tabulation. Provide bid tabulation, in PDF format, to City via email and to Contractors who submitted bids via CivCast.
- 1.10. Checking references and other qualification information for the low bidder and writing a letter of recommendation concerning award of the contract.
- 1.11. Returning Bid Bonds to all non-low bidders.

2. Construction Phase Services

- 2.1. Conform construction plans and project specifications to addendums.
- 2.2. Pre-Construction Meeting: Prepare for and attend the Pre-Construction Meeting prior to commencement of Work at the Site. Consultant to provide the following quantities of plans and specifications for distribution at the Pre-Construction Meeting.
 - 2.2.1. Half-size plans (11-inch x 17-inch) plans – (15 Total)
 - 7 – City (File, Engr. Dept. PM, Inspector, Sub-Inspector, Water, Wastewater, Streets/Drainage)
 - 4 – Franchise Utility Company Reps. (AT&T, Atmos, TXU/ONCOR, Charter)
 - 3 – Contractor/Sub-contractors
 - 1 – Geotech/Materials Testing Lab
 - 2.2.2. Full-size plans (24-inch x 36-inch) plans – (5 Total)
 - 2 – City (File and Inspector)
 - 3 – Contractor/Subcontractors
 - 2.2.3. Specification Books – (7 Total)
 - 3 – City (Engr. PM, Inspector, Sub Inspector)
 - 3 – Contractor/Subcontractors
 - 1 – Geotech/Materials Testing Lab
 - 2.2.4. Plan Set “Approved for Construction” on CD.

- 2.3. Attend on-site construction observation meetings to observe progress, clarify design concepts and/or assist with solutions needed to overcome obstacles in construction (as applicable to scope of work) or to study and evaluate possible practical alternative solutions.
- 2.4. When requested by the City, provide a memo of the site visit observations to the City.
- 2.5. Clarifications and Interpretations. Issue clarifications and interpretations of the Contract documents to City as appropriate. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City from clarifications and interpretations made by the Consultant.
- 2.6. Shop Drawings and Samples. Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to Submit. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor. Consultant review and appropriate action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Such appropriate action of the Consultant is limited to the following:
 - (a) No exceptions taken,
 - (b) Revise and resubmit,
 - (c) Make corrections noted, and
 - (d) Rejected.
- 2.7. Substitutes and “or-equal”. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract documents, but subject to the provisions of applicable standards of state or local government entities. “Or-equal” acceptance by the Consultant will only be provided if the Consultant has experience with the substitution.
- 2.8. Limitation of Responsibilities. The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work.
- 2.9. Construction Walk Through. Consultant shall be present at the City’s construction walk through and will prepare a “punch/checklist” for the contractor to use to achieve final project acceptance.

3. Record Drawings Preparation

- 3.1. Prepare project “Record Drawing” based on information provided by the Contractor, and/or City as to the actual field placement of the work including any changes or deletions. Consultant will provide the following deliverables:
 - Electronic copy of the record drawings shall be submitted on CD/DVD or flash drive in all of the following formats.
 - AutoCAD (.dwg) format
 - Adobe Portable Document (.pdf) 400 dpi (min) (24”x36”)
- 3.2. Electronic copy of geotechnical reports, survey data, photographs, and exhibits used for the project, in .pdf or jpg format.
- 3.3. Electronic copy of project specifications in Microsoft Word (.doc) and PDF format.
- 3.4. Record drawings shall be sealed by the engineer of record in accordance with the Texas Board of Professional Engineers Policy Advisory Opinion Regarding Record Drawings.
- 3.5. All field changes and revisions shall be shown and noted in the revision block.
- 3.6. Revisions shall be drawn using accepted drafting standards and shall be clear and legible.
- 3.7. Line work and notes related to work deleted or changed shall be omitted from the Record Drawing.

-End of Scope of Service-



MEMORANDUM

TO: Mary Smith, Interim City Manager

CC: Honorable Mayor and City Council

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

DATE: April 5, 2021

SUBJECT: IH-30 WATER LINE CROSSINGS – ENGINEERING SERVICES

Attachments

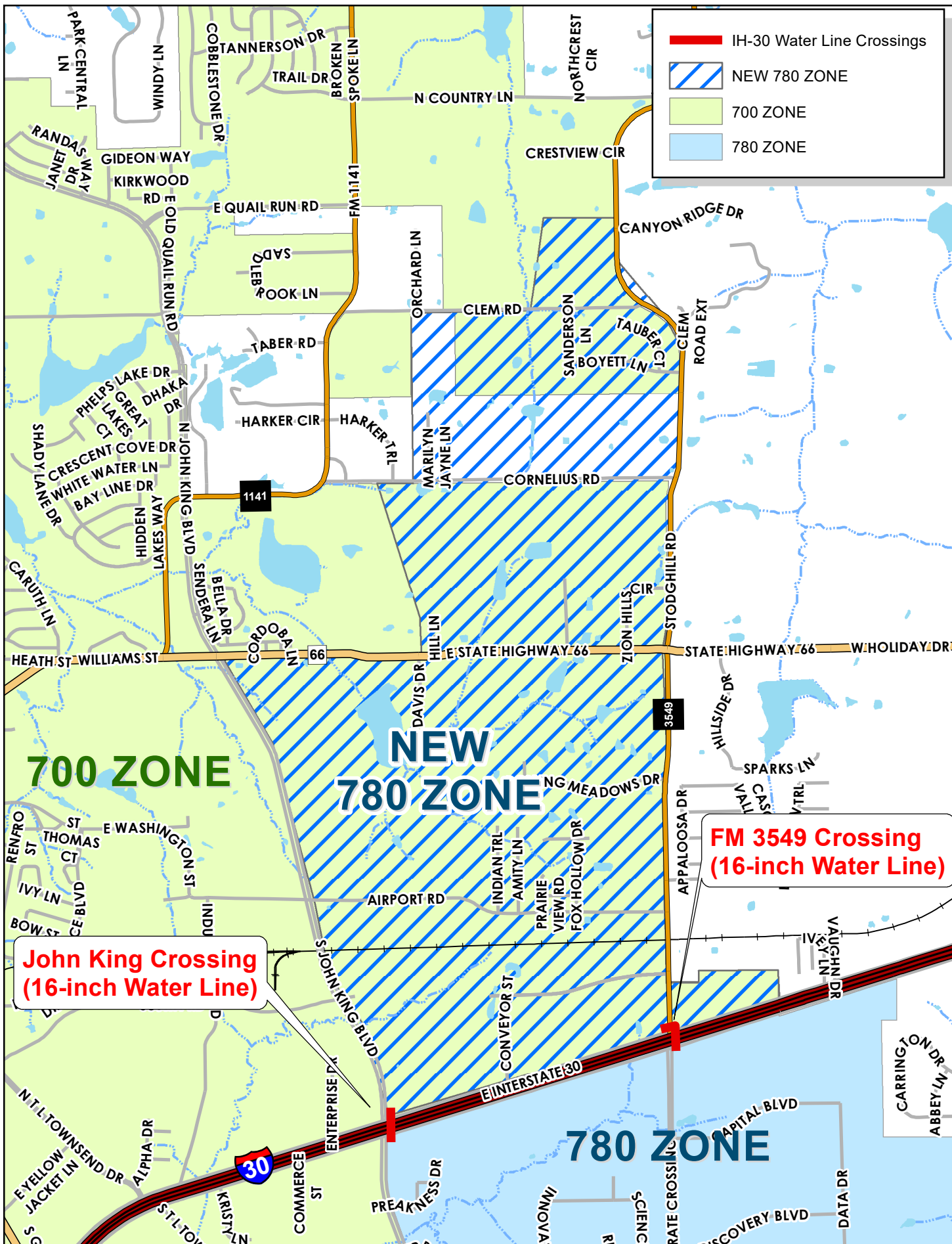
Location Map
Contract

Summary/Background Information

The City of Rockwall's water distribution system is currently broken up in to two pressure zones, the 700 Zone to the west and the 780 Zone to the east. The current divide line between these two pressure zones is John King Boulevard, which divides east and west and then Interstate 30 (IH-30) that divides north and south. The City's current Water Master Plan, which was last updated in October 2019, recommends extending the 780 Zone north of IH-30 by providing two 16-inch water line crossings. As shown in the attached map, these two waterline crossings will be located along IH-30 at John King Blvd and at FM-3549/Corporate Crossing. This extension, of the 780 Zone north of IH-30, will allow for the properties that are located at a higher elevation to be served with pressures that are more reliable and allow for the future demands of developments north along IH-30 corridor.

Staff requests that the City Council consider approving the professional engineering services contract for Birkhoff, Hendricks & Carter, L.L.P. to perform the engineering design services for the IH-30 Water Line Crossing Project in an amount not to exceed \$94,465.00, to be funded from the Water and Sanitary Sewer Fund.

Action Needed



	IH-30 Water Line Crossings
	NEW 780 ZONE
	700 ZONE
	780 ZONE

**John King Crossing
(16-inch Water Line)**

**FM 3549 Crossing
(16-inch Water Line)**

**NEW
780 ZONE**

700 ZONE

780 ZONE



**City of
Rockwall**



300 Feet
Date: 3/24/2021

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

IH-30 Water Line Crossing Project

STATE OF TEXAS



COUNTY OF ROCKWALL



PROFESSIONAL ENGINEERING SERVICES CONTRACT

This Agreement is made and entered into in Rockwall County, Texas, between City of Rockwall, Texas (“CITY”), a municipal corporation and political subdivision of the State of Texas, acting by and through its City Manager and Birkhoff, Hendricks and Carter, L.L.P., (“ENGINEER”), located at 11910 Greenville Avenue, Suite 600, Dallas, Texas, Engineers duly licensed and practicing under the laws of the State of Texas.

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

PROFESSIONAL ENGINEERING SERVICES for the 780 Zone I.H. 30 Water Line Crossings project.

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

Cost for such services will be an amount not to exceed Ninety Four Thousand Four-Hundred Sixty Five dollars (\$94,465.00) and billed in accordance with the payment schedule provided in Attachment “B”. Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

The term of this Agreement shall commence upon execution of this agreement and follow the schedule described in Attachment “C”. In the event of termination, Engineer will assist the CITY in arranging a smooth transition process. However, Engineer’s obligation to provide services to the CITY will cease upon the effective date of termination, unless otherwise agreed in writing.

3. Method of Payment

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

4. Engineer's Standard of Care

Engineer shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional Engineer under similar circumstances for a similar project. Engineer represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Contract. Services will be performed using personnel and equipment qualified and/or suitable to perform the work requested by the CITY. CITY retains the right to report to Engineer any unsatisfactory performance of Engineer personnel for appropriate corrective action. Engineer shall comply with applicable federal, state, and local laws in connection with any work performed hereunder.

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

5. Ownership of Documents

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

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

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

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

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

7. INDEMNIFICATION

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

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

8. Addresses for Notices and Communications

CITY

Amy Williams, P.E.

Director of Public Works/City Engineer

City of Rockwall

385 S. Goliad Street

Rockwall, Texas 75087

ENGINEER

Matt Hickey, P.E.

Partner

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

11910 Greenville Ave., #600

Dallas, Texas 75243

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

9. Successors and Assigns

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

10. Termination for Convenience of the Parties

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

11. Changes

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

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

13. Reports and Information

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

14. Entire Agreement

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

15. Waiver

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

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees

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

20. State or Federal Laws


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

21. Texas Board of Professional Land Surveying Contact Information

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC 230, Austin, TX 78753, Phone (512) 239-5263, Fax (512) 239-5253.

EXECUTED in triplicate originals on this 26th day of March 2021.

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

By: 

Matt Hickey, P.E.
Partner

EXECUTED in triplicate originals on this ____ day of _____ 2021.

ATTEST:

City of Rockwall, Texas

Mary Smith
Interim City Manager

ATTACHMENT “A”

Scope of Services

780 Zone I.H. 30 Water Line Crossings

Project Understanding:

The City of Rockwall (City) desires to engage the services of Birkhoff, Hendricks and Carter (Consultant) to provide engineering design, bidding and construction administration services for the 780 Zone I.H. 30 Water Line Crossings, one at John King Blvd. and one at Corporate Crossing / N. Stodgehill Road

The major design elements include:

- Design CIP Water Line 2 (Water Model Pipes P-4039 & P-4124) bore across I.H. 30 at Corporate Crossing / N. Stodgehill Road, including connections to the existing 16-inch water line along the north and south ROW of I.H. 30.
- Design CIP Water Line 3 (Water Model Pipe P-4123) bore across I.H. 30 at John King Blvd., including connections to the existing 16-inch water line along the north and south ROW of I.H. 30.
- Coordination with TXDOT on the two proposed water line crossings related to upcoming I.H. 30 Improvements.
- Coordination with the City on optimum location of crossings and connections to the existing distribution system.
- Separating the 700 Service Area from the new 780 Service Area that will be established north of I.H. 30 with the two proposed water line crossing on I.H. 30

BASIC SERVICES (LUMP SUM)

PART I. Preliminary Design Phase

- A. Review TXDOT 60% Design Plans, or newer if available, to identify existing or proposed storm sewer improvements crossings and the proposed grade of I.H. 30.
- B. Convert Texas Department of Transportation (TXDOT) DGN files to AutoCAD in surface coordinates.
- C. Attend a site visit with City representative to choose locations for crossings based on visual inspections of the area and location where bore pits
- D. Determine alignment for waterline crossings of I.H. 30 at approximately I.H.. 30 Stations 350+00 (CIP Water Line 2) and 307+50 (CIP Water Line 3).

- E. Prepare preliminary Plan Profile of waterline crossings at scale not less than 1" = 20' for City and TXDOT review.

PART II. Final Design Phase

- A. Plot Cross-Section of crossings along with known utility locations.
- B. Plot existing City Utility Plans provided by City from Record Drawings.
- C. Plot Utility Locations identified by Dig TESS and TXDOT Subsurface Utility Exploration plans provided by the City.
- D. Establish TXDOT existing and / or proposed ROW at both crossing locations.
- E. Revise Plans as information of utilities are identified.
- F. Prepare Cover Sheet, Location Map, City General Notes Sheets, Project General Notes and Sheet Index.
- G. Coordination with other Franchise Utility Companies identified by the TXDOT I.H. 30 Subsurface Utility Exploration. City shall provide utility company contacts.
- H. Compile quantity takeoff and formulate Opinion of Probable Construction Cost at 60% and 90% submittals.
- I. 60% submittal shall include preliminary construction plans in pdf format for City review and comment.
- J. Update 60% preliminary construction plans to include City review comments.
- K. Prepare Traffic Control Plans based on TXDOT standard details.
- L. Prepare Erosion Control Plans and Erosion Control Details
- M. Preparation of Specifications and Contract Documents for the 90% Submittal based on City Standard bid documents and NCTCOG Standard Specifications.
- N. Submit Preliminary Plans at 90% to the City, TXDOT and to utility companies in pdf format for review.
- O. Below is a table of the required construction plan sheets and at which submittals they are required.

Plan Sheets & Specifications	60%	90%
Cover Sheet w/ Location Map and Sheet Index	X	X
City General Notes Sheet and Project General Notes Sheet	X	X
Civil Plan / Profile Sheets	X	X
Erosion Control Plan		X
Technical Specifications		X
Contract Documents		X
Standard Details		X

- P. Revise plan set based on City, TXDOT and utility company comments.
- Q. Finalize Standard Details
- R. Submit Final Plans to City to publicly advertise project.
- S. Provide a pdf of the construction plans for the City to make submittal to TxDOT for a utility permit following submittal of the 100% construction plans.
- T. Submit Final 100% construction plans, bidding documents and technical specifications to the City in pdf format.

PART III. Bidding Phase:

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

PART IV. Construction Phase:

- A. Pre-Construction Meeting: Prepare for and attend the Pre-Construction Meeting prior to commencement of Work at the Site. Consultant to provide the following quantities of plans and specifications for distribution at the Pre-Construction Meeting.
- Half-size plans (11-inch x 17-inch) plans – (15 Total)
 - 7 – City (File, Engr. Dept. PM, Inspector, Sub-Inspector, Water, Wastewater, Streets/Drainage)
 - 4 – Franchise Utility Company Reps. (AT&T, Atmos, TXU/ONCOR, Charter)
 - 3 – Contractor/Sub-contractors
 - 1 – Geotech/Materials Testing Lab
 - Full-size plans (24-inch x 36-inch) plans – (5 Total)
 - 2 – City (File and Inspector)
 - 3 – Contractor/Subcontractors
 - Specification Books – (7 Total)
 - 3 – City (Engr. PM, Inspector, Sub Inspector)
 - 3 – Contractor/Subcontractors
 - 1 – Geotech/Materials Testing Lab
 - Plan Set “Approved for Construction” on CD.
- B. Attend on-site construction observation meetings to observe progress, clarify design concepts and/or assist with solutions needed to overcome obstacles in construction (as applicable to scope of work) or to study and evaluate possible practical alternative solutions. A maximum of Two (2) site visits are included in the budget. Consultant is not responsible for Contractor means and methods, phasing including but, not limited to the Project Safety Program or adherence to Safety Practices per any and all local jurisdictions and/or OSHA regulations.
- C. When requested by the City, provide a memo of the site visit observations to the City.
- D. Clarifications and Interpretations. Issue clarifications and interpretations of the Contract documents to City as appropriate. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City from clarifications and interpretations made by the Consultant.
- E. Shop Drawings and Samples. Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to Submit. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor. Consultant review and appropriate action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures

of construction or to related safety precautions and programs. Such appropriate action of the Consultant is limited to the following:

- No exceptions taken,
 - Revise and resubmit,
 - Make corrections noted, and
 - Rejected.
- F. Substitutes and “or-equal”. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract documents, but subject to the provisions of applicable standards of state or local government entities. “Or-equal” acceptance by the Consultant will only be provided if the Consultant has experience with the substitution.
- G. Limitation of Responsibilities. The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work.
- H. Final Construction Walk Through. Consultant shall be present at the City’s final construction walk through and will prepare a “punch/checklist” for the contractor to use to achieve final project acceptance.

ADDITIONAL SERVICES (HOURLY)

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

PART V. DESIGN SURVEYS:

- A. Tie into TXDOT I.H. 30 Improvements control and utilize the TXDOT RTK GPS network.
- B. Establish horizontal control points temporary vertical control benchmarks in the vicinity of the proposed improvements.
- C. Perform field survey to identify and locate existing site features, topography and existing utilities when marked by the 811 One Call system.

PART VI. REPRODUCTION:

- A. Reimbursable expenses for reproduction of plans and bidding documents as outlined in Part IV, Section A, along with two sets of 11” X 17” Construction plans for a 30% submittal and One 11” X17” set of construction plans and bidding documents to the City for bidding.

PART VII. RECORD DRAWINGS:

- A. Utilizing City’s on-site representative and Contractor construction record information, Engineer will prepare record drawings and provide the following deliverables:
- Electronic copy of the record drawings shall be submitted on CD/DVD or flash drive in the following formats.
 - AutoCAD (.dwg) format
 - Portable Document File (PDF) 400 dpi (min) (22-inch x 34-inch paper size)
 - If applicable, an electronic copy of geotechnical reports, survey data, photographs, and exhibits used for the project, in .PDF or jpg format.
 - Electronic copy of project specifications in Microsoft Word (.doc) and PDF format.

 - Record drawings shall be sealed, dated and signed by the Engineer of Record in accordance with the Texas Board of Professional Engineers Policy Advisory Opinion Regarding Record Drawings.
 - All documented field changes and revisions provided shall be shown and noted in the revision block.
 - Revisions shall be drawn using accepted drafting standards and shall be clear and legible.
 - Line work and notes related to work deleted or changed shall be omitted from the Record Drawing.

PART VIII. EASEMENTS

- A. Prepare Plat and Field Note Description for up to Four permanent water line easements with temporary construction easements on 8-1/2” X 11” paper.
- B. Provide the City two original documents signed and sealed by the Consultant’s Registered Public Surveyor and one pdf copy of each document.

PART IX. GEOTECHNICAL EVALUATION:

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

EXCLUSIONS

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

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

ATTACHMENT “B”

Payment Schedule

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

	<u>Task</u>	<u>Fee</u>
	<u>PART 1 - BASIC SERVICES</u>	
I	Preliminary Design Phase	\$13,865.00
II	Final Design Phase	\$27,400.00
III	Bidding Phase	\$4,575.00
IV	Construction Administration Phase	\$10,650.00
	Basic Services Subtotal:	\$56,490.00
<p>Compensation for special services under Additional Services shall be on an hourly basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$170.00 per hour, inclusive of all equipment rentals and software licensing; plus, mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.</p>		
	<u>PART II - ADDITIONAL SERVICES</u>	
V.	Design Surveys	\$5,200.00
VI	Reproduction of Construction plans & Specifications	\$1,725.00
VII	Record drawings	\$2,700.00
VII	Easement Documents (Maximum 4)	\$14,000.00
IX	Geotechnical Evaluation	\$5,750.00
	Additional Services Subtotal*	\$29,375.00
	ENGINEERING SERVICES CONTINGENCY** (To be 10% of Services)	\$8,600.00
	<p><i>** (This service is a miscellaneous amount to be used at the discretion of the City for additional Services outside of the scope of the contract. This item will be controlled by the City and will only be used if the City chooses. The Engineer has no right or guarantee to the use of this Contingency)</i></p>	
	Project Total*	\$94,465.00

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

ATTACHMENT “C”

Project Schedule

Notice to Proceed	April X, 2020
Begin Field Surveys	1 Week from Notice to Proceed
Complete Field Surveys	5-Days
Submit 30% Plans to City for Review	3-Months
Receive 30% Review Comments from City	2-Weeks
Submit 60% Plans to City for Review	3-Months from City 30% Comments
Receive 60% Review Comments from City	2-Weeks
Submit 90% Plans & Specifications to City for Review	6-weeks from City 60% Comments
Receive 90% Review Comments from City/TXDOT	3-Weeks
Complete 100% (Final) Plans & Specifications	2-Weeks
Advertise Project	_____ 2021
Receive Bids	_____ 2021
Award Construction Contract	_____ 2021
Construction (6 months)	_____ to _____ 2021

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

ATTACHMENT “D”

Sub-Consultants

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

Geotechnical Evaluation: Henley Johnston & Associates, Inc.
Mr. James Phipps, P.E.
Vice President
235 Morgan Ave.
Dallas, Texas 75203
Office: 214-941-3808
jphipps@hja-eng.com | www.hja-eng.com



MEMORANDUM

TO: Mary Smith, Interim City Manager

CC: Honorable Mayor and City Council

FROM: Lea Ann Ewing, Purchasing Agent

DATE: April 5, 2021

SUBJECT: INTERLOCAL PURCHASING AGREEMENT WITH NCTCOG

Attachments
Agreement

Summary/Background Information

An Interlocal Purchasing Agreement for participation in a cooperative purchasing program with North Central Texas Council of Governments (NCTCOG) is attached for City Council consideration. The interlocal agreement provides for cooperative purchasing between the City of Rockwall and NCTCOG for goods, materials, equipment and services. By participating in this cooperative program, additional savings through economies of scale may be realized. Another benefit is by piggybacking coop contracts we would meet all the formal bidding requirements pertaining to contract purchases and eliminate the cost of the competitive bidding process. The interlocal agreement would remain in effect until terminated by either the City of Rockwall or NCTCOG.

Action Needed

Staff asks City Council to consider joining this purchasing cooperative by authorizing the Interim City Manager to execute said agreement.

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at _____

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the **North Texas SHARE** program. Participant will access the Program through **www.NorthTexasSHARE.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

For NCTCOG Use Only

ILA No: _____

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments
 North Texas SHARE
 616 Six Flags Drive, Arlington, Texas 76011

 Name of Participant Agency

 NCTCOG Executive Director or Designee

 Mailing Address

 Signature of Executive Director or Designee

 City State Zip

 Date

 Name and Title of Authorized Official or Designee

 Signature

 Date



MEMORANDUM

TO: Mary Smith, Interim City Manager

CC: Honorable Mayor and City Council

FROM: Kristy Cole, City Secretary/Asst. to the City Manager

DATE: April 5, 2021

SUBJECT: ONCOR PRESENTATION

Attachments

Summary/Background Information

Cindy Tayem with ONCOR should be present at Monday evening's meeting to address the Council concerning this matter.

Action Needed



MEMORANDUM

TO: Mary Smith, Interim City Manager

CC: Honorable Mayor and City Council

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

DATE: April 5, 2021

SUBJECT: **AMBULANCE SERVICE - 'EXCLUSIVITY' OF NON-EMERGENCY XFERS**

Attachments

Letter to ambulance companies
2015 Ordinance
1993 Ordinance

Summary/Background Information

Mayor Pruitt has requested this discussion item for the April 5 council meeting. The attached letter was sent to numerous ambulance service companies on March 25. I'm including the city's previous and current ordinances related to this topic in the city council meeting packet for reference.

Action Needed

n/a



City of Rockwall
The New Horizon

COPY

March 25, 2021

[COMPANY NAME]
[ATTENTION]
[MAILING ADDRESS]

Dear Ambulance Service Provider:

The Rockwall City Council will discuss non-emergency transfer rates and the concept of reenacting an exclusivity ordinance for transfers made in the City of Rockwall at its regular meeting on Monday, April 5, 2021. Representatives of your company are invited to present your rates and provide comments regarding exclusivity for transfer services.

The City Council meeting will be held on Monday, April 5, 2021 at 6:00 PM at Rockwall City Hall, 385 S. Goliad Street, Rockwall, Texas 75087.

Respectfully,

Jim Pruitt
Mayor

CITY OF ROCKWALL

ORDINANCE NO. 15-28

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, AMENDING CHAPTER 12, ARTICLE XII, SECTION 12 BY ADDING AND AMENDING SECTIONS 12-1250 THROUGH 12-1253 OF THE CODE OF ORDINANCES, REGULATING AMBULANCE SERVICES IN THE CITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, the City is a member of the "Sponsoring Local Governments" that established the County of Rockwall Emergency Services Corporation ("ESC") to contract with a provider to provide exclusive emergency ambulance service; and

WHEREAS, the City's current ordinance also provides for exclusive use by the ESC contractor for non-emergency ambulance transports, even though most of the other Sponsoring Local Governments do not require exclusive use of the ESC contractor for non-emergency ambulance transports; and

WHEREAS, the City Council continues to encourage the use of ESC contractor for non-emergency ambulance transports but the Council has determined that allowing residents and health care businesses to utilize their choice for non-emergency transports is necessary to protect the health, safety and general welfare of its residents;

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

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

SECTION 2. AMENDMENT. Chapter 12, Article XII, Sections 12-1250 to 12-1253 are hereby amended to Chapter 12 and should read as follows:

ARTICLE XII. AMBULANCE SERVICE

Sec. 12-1250. - Definitions.

Ambulance. Any privately or publicly owned motor vehicle that is specially designed, constructed, or modified and equipped; and is intended to be used for and is maintained or operated, for the transportation, on the streets or highways of this state; of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.

Emergency Ambulance Services. The operation of an ambulance for transportation in response to a 9-1-1 call to transport a sick or injured person in an ambulance after the sudden onset of a medical condition manifesting itself by acute symptoms of such severity that the absence of immediate medical attention could reasonably be expected to result in placing the patient's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ.

Non-Emergency Ambulance Services. The operation of an ambulance for any purpose other than providing emergency ambulance services.

Sec. 12-1251. - Contract required.

- A. No person shall operate or cause to be operated a vehicle for emergency ambulance purposes nor furnish, conduct, maintain, advertise or otherwise be engaged in the business or service of the transportation of emergency ambulance patients within the city unless such person is the emergency ambulance service provider currently under contract with the County of Rockwall Emergency Services Corporation to provide emergency ambulance service within Rockwall County.
- B. No person shall knowingly solicit ambulance services contrary to the regulations in this article.

Sec. 12-1252. - Applicability.

The provisions of section 12-1251 shall not apply to:

- A. Rendering assistance to patients in the case of a major catastrophe or emergency with which the contractor's ambulances or approved franchises are insufficient or unable to cope with the major catastrophe or emergency;
- B. Transporting a patient picked up outside of the county, traveling through the city to a destination outside of the county.

Sec. 12-1253. Non-Emergency Ambulance Service.

It shall be unlawful for any person to furnish, operate or otherwise engage in the operation of non-emergency ambulance transfer service from a point originating and ending within the streets of the City without a license or certification as an emergency medical services provider issued by the State of Texas.

SECTION 3 REPEALING ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4 SEVERABILITY.

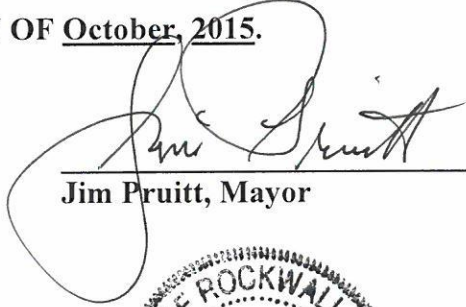
If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each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

SECTION 5 SAVINGS CLAUSE.

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

SECTION 6. EFFECTIVE DATE. The Ordinance shall become effective on November 1, 2015 following its publication in the local newspaper as required by the Texas Local Government Code.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL TEXAS, THIS THE 19th DAY OF October, 2015.



Jim Pruitt, Mayor

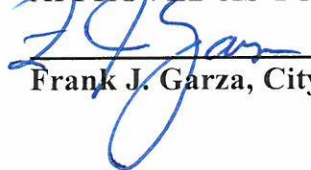
ATTEST:



Jacky Casey, Assistant City Secretary



APPROVED AS TO FORM:



Frank J. Garza, City Attorney

1st Reading: 10-05-2015

2nd Reading: 10-19-2015

CITY OF ROCKWALL, TEXAS

ORDINANCE NO. 93-41

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, REGULATING THE PROVISION OF AMBULANCE SERVICE WITHIN THE CITY OF ROCKWALL; PROVIDING FOR EXCEPTIONS; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500) PER DAY; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

Section 1. No person shall operate or cause to be operated a vehicle for ambulance purposes nor furnish, conduct, maintain, advertise or otherwise be engaged in the business or service of the transportation of ambulance patients within the City of Rockwall unless such person is the ambulance service provider currently under contract with Rockwall County to provide ambulance service within the County. No person shall knowingly solicit ambulance services regulated herein except from the ambulance service provider.

Section 2. The provisions of Section 1 shall not apply to:

- a. Rendering assistance to patients in the case of a major catastrophe or emergency with which the contractor's ambulances are insufficient or unable to cope; or
- b. Transporting a patient from outside of Rockwall County to a point within the City of Rockwall.
- c. Transporting a patient picked up outside of Rockwall County, traveling through the City of Rockwall to a destination outside of Rockwall County.

Section 3. Violations of this ordinance are hereby declared to be public nuisances and shall be prohibited and abated in actions at law or in equity.

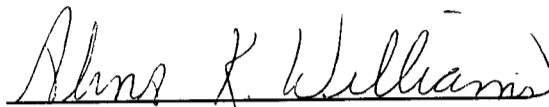
Section 4. That all of the ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed, and all other ordinances of the City of Rockwall not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 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 a fine not to exceed the sum of Five Hundred Dollars (\$500) for each offense 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.

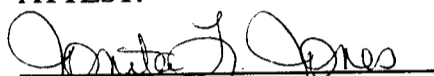
Section 7. That this ordinance shall take effect immediately from and after its passage and it is so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, this 18th day of October, 1993.



Mayor
City of Rockwall, Texas

ATTEST:


City Secretary
City of Rockwall, Texas

1st reading: 10-04-93

2nd reading: 10-18-93

APPROVED AS TO FORM:

City Attorney
City of Rockwall, Texas



MEMORANDUM

TO: Mary Smith, Interim City Manager

CC: Honorable Mayor and City Council

FROM: Ryan Miller, Director of Planning and Zoning

DATE: April 5, 2021

SUBJECT: REGULATORY ACTIONS FOR IMPROVEMENTS AND STORAGE ON UNLEASED LAND WITHIN THE TAKELINE

Attachments

Memorandum
Property Owner Letter
Draft Ordinance for the Municipal Code of Ordinances
Draft Ordinance for the Unified Development Code
Residential Sublease Agreement

Summary/Background Information

Discuss and consider directing staff to make changes to the Municipal Code of Ordinances addressing regulatory actions for improvements and storage on unleased land within the takeline, and take any action necessary.

Action Needed

Staff is requesting the City Council provide direction concerning the proposed agenda item.



CITY OF ROCKWALL
CITY COUNCIL MEMORANDUM

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

TO: Mayor and City Council

CC: Mary Smith, *Interim City Manager*
Joey Boyd, *Assistant City Manager*
Frank Garza, *City Attorney*
Jeffrey Widmer, *Chief Building Official*

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

DATE: April 5, 2021

SUBJECT: Regulatory Actions for Improvements and Storage on Unleased Land within the Takeline

Mayor Pruitt has asked staff to include this item on the April 5, 2021 City Council agenda for discussion and direction. Specifically, staff has been asked to address unlawful improvements and storage within the takeline on property that is not currently being leased. As the City Council is aware, changes to the takeline ordinance contained in the Unified Development Code (UDC) were recently adopted by the City Council [*Ordinance No. 21-01*] on January 4, 2021. As part of these changes the takeline lease fees were decreased to \$200.00 for new leases with an annual renewal fee of \$100.00. The City Council also directed staff to offer leases at no cost to all property owners who do not currently have a valid takeline lease for a period of 30-days. The attached letter and updated lease would offer free leases to owners that do not have current leases under the new terms adopted by the takeline ordinance (*approximately 98 properties*). If directed to proceed, the attached letter and lease will be sent out to these property owners by certified mail on April 20, 2021.

However, while the City has reduced the fees and will waive the costs of a new or renewal lease for a 30-day period, there may be some property owners who may refuse to lease the takeline. Therefore, to address the unlawful use of the takeline -- *at the City Council's discretion* -- the following example language could be adopted and codified in the Municipal Code of Ordinances under a new article in Chapter 22, *Miscellaneous Offenses*:

Section 22-139 – 22-150. RESERVED

Article III. *Offenses Regarding the Use of the Lake Ray Hubbard Takeline*

Section 22-51. *Unlawful Use of Unleased Land within the Lake Ray Hubbard Takeline*

- (a) It shall be unlawful for any person to construct, store, or place any permanent or temporary improvement (*e.g. raised garden beds, gardens, landscaping, patios, decks, lighting [decorative or otherwise], boat whips, and etc.*) or object (*e.g. patio furniture, chairs, decorative landscape pots, trampolines, hammocks, and etc.*) on any portion of the unleased land within the Lake Ray Hubbard Takeline that remains in place for a period of 24 consecutive hours.
- (b) It shall be unlawful for any person to alter the unleased land within the Lake Ray Hubbard Takeline in anyway so as to change the grade of the property, remove vegetation, alter or remove trees, change the natural coast line of the lake, alter drainage patterns, or any other change that effects the natural environment of the property.
- (c) It is an exception to an offense under Subsection (a) and (b) for a person that holds a valid takeline lease; however, these properties shall be subject to the regulations contained within Subsection 06.15, *Lake Ray Hubbard Takeline Overlay (TL OV) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC).

Section 22-52. *Enforcement within the Lake Ray Hubbard Takeline*

- (a) The City shall have the authority to administer and enforce the provisions of this article as may be permitted by the City's Interlocal Agreement with the City of Dallas and as allowed by this Municipal Code of Ordinances. Any person who violates a provision of this article, or fails to comply therewith, or with any of the requirements thereof, is subject to suit for injunctive relief as well as in Municipal Court. Any violation of this article is declared to be a nuisance.
- (b) In the event of a violation of this article, the City shall first issue a notice of violation and allow the property owner five (5) business days to remove the violation and return the property to its natural state. Thereafter, any person violating any provision of this article shall -- *upon conviction* -- be fined a sum not exceeding \$500.00. Each day that a provision of this article is violated shall constitute a separate offence. An offense under this article is a *Class C Misdemeanor*, punishable by a fine not to exceed \$500.00.
- (c) Nothing in this article shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this article and to seek remedies as allowed by law, including but not limited to the following: [1] injunctive relief to prevent specific conduct that violates this article or to require specific conduct that is necessary for compliance with this article; and [2] other available relief.

Staff has included an example ordinance with this language for the City Council's review. In addition, to the changes to the Municipal Code of Ordinances, the following changes to the Subsection 06.15, *Lake Ray Hubbard Takeline Overlay (TL OV) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) were also identified:

[ADDITIONS: HIGHLIGHTED]

(F) *General Requirements.*

- (5) *Temporary Structures on Leased Property in the Takeline Area.* Temporary structures (*e.g. portable residential barbecue grills and ranges, trampolines, etc.*) are permitted to be brought out into the takeline area providing that they are not allowed to remain in any part of the takeline area for more than 72 consecutive hours unless completely enclosed within a fenced area constructed in accordance with Subsection 06.15(J)(6). For temporary structures on unleased property in the takeline area see Article III, *Offenses Regarding the Use of the Lake Ray Hubbard Takeline*, of Chapter 22, *Miscellaneous Offenses*, of the Municipal Code of Ordinances.

Staff has included an example ordinance with this language for the City Council's review. If the City Council chooses to direct staff to proceed with these changes, the following is the timeline for all necessary actions:

- April 16, 2021: Staff initiates the text amendments to the Unified Development Code (UDC).
- April 19, 2021: The first reading of the ordinance changing the Municipal Code of Ordinances.
- April 20, 2021: The letter and lease is sent -- *by certified mail* -- to all property owners who have property adjacent to the takeline and which are eligible to lease property.
- April 25, 2021: The 30-day window for property owners who do not currently have a valid lease agreement to enter into a lease agreement at no charge begins.
- May 3, 2021: The second reading of the ordinance changing the Municipal Code of Ordinances.
- May 11, 2021: The Planning and Zoning Commission public hearing concerning ordinance changing the Unified Development Code (UDC).
- May 17, 2021: The City Council public hearing and first reading of the ordinance changing the Unified Development Code (UDC).
- May 25, 2021: The offer for lease agreements with no charge expires and staff begins enforcing the changes with regard to the Municipal Code of Ordinances.
- June 7, 2021: The second reading of the ordinance changing the Unified Development Code (UDC).

As stated above this is an example of the actions that can be taken by the City Council should they wish to regulate improvements and storage on unleased land within the takeline. With this being said, staff can proceed with any action amenable to the City Council. If the City Council has any questions staff and the City Attorney will be available at the April 5, 2021 City Council meeting.



April 20, 2021

TO: **PROPERTY OWNER**
ADDRESS
Rockwall, Texas **ZIP CODE**

FROM: Ryan Miller, AICP
Director of Planning and Zoning
City of Rockwall Planning and Zoning Department
385 S. Goliad Street
Rockwall, TX 75087

SUBJECT: Changes to the Requirements for Residential Sublease Agreements in the Lake Ray Hubbard Takeline

PROPERTY OWNER:

As a property owner of property adjacent to the Lake Ray Hubbard Takeline, you are receiving this letter to notify you of recent changes made by the City Council concerning the land uses and regulations permitted within the Takeline. These changes were adopted on January 4, 2021 by *Ordinance No. 21-01*. In an effort to alert people to these changes a copy of this ordinance has been provided with this letter. One of the more significant changes adopted with this ordinance was a change to the *Residential Sublease Agreement* fees, which were changed as follows:

Lease	Previous Fees	Adopted Fees
New Lease (<i>i.e. Never Leased by Current Owner</i>)	\$600.00	\$200.00
Annual Renewal of a Lease	\$350.00	\$100.00
Change of Ownership of a Valid Lease	\$350.00	\$50.00
Reinstatement of an Expired Lease (<i>i.e. Same Property Owner</i>)	\$600.00	\$500.00

The purpose of this reduction in fees is intended to incentivize more property owners to take advantage of *Residential Sublease Agreements*. In addition, the City Council has directed staff to offer *Residential Sublease Agreements* at no cost for a period of 30-days starting on April 25, 2021 and ending on May 25, 2021. This means that the \$200.00 fee required to enter into a new *Residential Sublease Agreement* would be waived and the annual renewal fee would be \$100.00 for each subsequent year. A copy of the *Residential Sublease Agreement* has been provided with this letter for property owners review. To enter into a new *Residential Sublease Agreement*, property owners should contact the City's Building Inspections Department at (972) 771-7709 or email permits@rockwall.com. For property owners that currently have a valid *Residential Sublease Agreement* an annual renewal fee of \$100.00 will be charged in lieu of the originally agreed upon \$350.00.

In addition to the adoption of *Ordinance No. 21-01*, the City Council has also adopted *Ordinance No. 21-XX*. This ordinance is intended to address the unlawful use of unleased land within the Lake Ray Hubbard Takeline. Under this ordinance any permanent or temporary improvements (*e.g. raised garden beds, gardens, landscaping, patios, decks, lighting [decorative or otherwise], boat whips, and etc.*) or objects (*e.g. patio furniture, chairs, decorative landscape pots, trampolines, hammocks, and etc.*) placed or constructed on unleased land within the Lake Ray Hubbard Takeline would need to be removed or the person or property responsible for the violation could be subject to a fine of up to \$500.00 a day for each day the violation exists. The City will start enforcement action of this ordinance on May 26, 2021. A copy of this ordinance has been included with this letter.

Therefore, any lease will be mandated if you intended to continue use of the Lake Ray Hubbard Takeline with permanent or temporary improvements. Should you have any questions or need any additional information concerning information about the Lake Ray Hubbard Takeline or the *Residential Sublease Agreement*, please contact the Building Inspections Department (972) 771-7709 or email permits@rockwall.com.

Sincerely,

Ryan Miller, AICP
Director of Planning and Zoning

CITY OF ROCKWALL

ORDINANCE NO. 21-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING CHAPTER 22, *MISCELLANEOUS OFFENSES*, FOR THE PURPOSE OF INCORPORATING A NEW ARTICLE THAT PROVIDES REGULATIONS AND ENFORCEMENT FOR THE UNLAWFUL USE OF UNLEASED LAND WITHIN THE LAKE RAY HUBBARD TAKELINE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Rockwall, Texas (*City*) is a *Home-Rule City* in accordance with Chapter 9, *Home-Rule Municipality*, of Subtitle A, *Types of Municipalities*, of Title 2, *Organization of Municipal Government*, of the Texas Local Government Code, and by State law and City Charter is permitted to establish ordinances for the purpose of protecting the health, safety, and general welfare of its residents; and

WHEREAS, the City has the authority and the power to administer and enforce rules and regulations provisions within the *Lake Ray Hubbard Takeline* as permitted by the City's Interlocal Agreement with the City of Dallas; and

WHEREAS, the City Council seeks to provide regulations and enforcement for the unlawful use of unleased land within the *Lake Ray Hubbard Takeline*.

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

SECTION 1. That Chapter 22, *Miscellaneous Offenses*, of the Municipal Code of Ordinances of the City of Rockwall be amended for the purpose of incorporating a new article that provides regulations and enforcement for the unlawful use of unleased land within the *Lake Ray Hubbard Takeline*, and that these sections shall be as specifically described in *Exhibit 'A'* of this ordinance;

SECTION 2. 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 *Five Hundred Dollars* (\$500.00) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense;

SECTION 3. 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 4. That the Code of the City of Rockwall, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance;

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict;

SECTION 6. That this ordinance shall take effect immediately from and after its 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 3RD DAY OF MAY, 2021.**

Jim Pruitt, *Mayor*

ATTEST:

Kristy Cole, *City Secretary*

APPROVED AS TO FORM:

Frank J. Garza, *City Attorney*

1st Reading: April 19, 2021

2nd Reading: May 3, 2021

Section 22-139 – 22-150. RESERVED

Article III. *Offenses Regarding the Use of the Lake Ray Hubbard Takeline*

Section 22-51. *Unlawful Use of Unleased Land within the Lake Ray Hubbard Takeline*

- (a) It shall be unlawful for any person to construct, store, or place any permanent or temporary improvement (e.g. *raised garden beds, gardens, landscaping, patios, decks, lighting [decorative or otherwise], boat whips, and etc.*) or object (e.g. *patio furniture, chairs, decorative landscape pots, trampolines, hammocks, and etc.*) on any portion of unleased land within the Lake Ray Hubbard Takeline that remains in place for a period of 24 consecutive hours.
- (b) It shall be unlawful for any person to alter unleased land within the Lake Ray Hubbard Takeline in anyway so as to change the grade of the property, remove vegetation, alter or remove trees, change the natural coast line of the lake, alter drainage patterns, or any other change that effects the natural environment of the property.
- (c) It is an exception to an offense under Subsection (a) and (b) for a person that holds a valid takeline lease; however, these properties shall be subject to the regulations contained within Subsection 06.15, *Lake Ray Hubbard Takeline Overlay (TL OV) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC).

Section 22-52. *Enforcement within the Lake Ray Hubbard Takeline*

- (a) The City shall have the authority to administer and enforce the provisions of this article as may be permitted by the City's Interlocal Agreement with the City of Dallas and as allowed by this Municipal Code of Ordinances. Any person who violates a provision of this article, or fails to comply therewith, or with any of the requirements thereof, is subject to suit for injunctive relief as well as prosecution in Municipal Court. Any violation of this article is declared to be a nuisance.
- (b) In the event of a violation of this article, the City shall first issue a notice of violation and allow the property owner five (5) business days to remove the violation and return the property to its natural state. Thereafter, any person violating any provision of this article shall -- *upon conviction* -- be fined a sum not exceeding \$500.00. Each day that a provision of this article is violated shall constitute a separate offence. An offense under this article is a *Class C Misdemeanor*, punishable by a fine not to exceed \$500.00.
- (c) Nothing in this article shall be constructed as a waiver of the City's right to bring a civil action to enforce the provisions of this article and to seek remedies as allowed by law, including but not limited to the following: [1] injunctive relief to prevent specific conduct that violates this article or to require specific conduct that is necessary for compliance with this article; and [2] other available relief.

CITY OF ROCKWALL

ORDINANCE NO. 21-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING SUBSECTION 06.15, LAKE RAY HUBBARD TAKELINE OVERLAY (TL OV) DISTRICT, OF ARTICLE 05, DISTRICT DEVELOPMENT STANDARDS, AS DEPCITED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an amendment to the City of Rockwall's Unified Development Code [*Ordinance No. 20-02*] has been initiated by the City Council of the City of Rockwall to amend Subsection 06.15, *Lake Ray Hubbard Takeline Overlay (TL OV) District*, of Article 05, *District Development Standards*, of the Unified Development Code [*Ordinance No. 20-02*]; and,

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

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

SECTION 1. That Section 06.15, *Lake Ray Hubbard Takeline Overlay (TL OV) District*, of Article 05, *District Development Standards*, of the Unified Development Code [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibit 'A'* of this ordinance;

SECTION 2. 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 3. That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code [*Ordinance No. 04-38*], and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

SECTION 4. That this ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 7TH DAY OF JUNE, 2021.

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: May 17, 2021

2nd Reading: June 7, 2021

DRAFT
ORDINANCE
04.05.2021

(F) *General Requirements.*

- (5) *Temporary Structures on Leased Property in the Takeline Area.* Temporary structures (e.g. portable residential barbecue grills and ranges, trampolines, etc.) are permitted to be brought out into the takeline area providing that they are not allowed to remain in any part of the takeline area for more than 72 consecutive hours unless completely enclosed within a fenced area constructed in accordance with Subsection 06.15(J)(6). For temporary structures on unleased property in the takeline area see Article III, *Offenses Regarding the Use of the Lake Ray Hubbard Takeline*, of Chapter 22, *Miscellaneous Offenses*, of the Municipal Code of Ordinances.

DRAFT
ORDINANCE
04.05.2021

THE STATE OF TEXAS §
CITY OF ROCKWALL §

RESIDENTIAL SUBLEASE AGREEMENT

This Sublease Agreement (hereinafter referred to as the "Sublease") is made and entered into this [] day of [] by and between the City of Rockwall, Texas, herein called "Sublessor," and [], herein called "Sublessee."

RECITALS

- (A) On or about the 16th day of January, 2001, Sublessor (as lessee) and the City of Dallas, Texas (as lessor) entered into an Interlocal Agreement and Lease (hereinafter defined and described as the "Base Lease") covering the lease of the Lake Ray Hubbard take line area, which encompasses the Leased Area as hereinafter defined. Said Interlocal Agreement and Lease is incorporated herein by reference.
- (B) Sublessor is a municipal corporation, which has leased from the City of Dallas the land adjacent to Lake Ray Hubbard, which encompasses the perimeter boundary of Dallas' property at the lake for the purposes as set out in the Base Lease.
- (C) Sublessor desires to sublease to Sublessee the leased area adjacent to Sublessee's property being described as Lot [], Block [] of the [], so as to permit use and enjoyment of same by said Sublessee, said *Leased Area* being more specifically described by the hereto attached *Exhibit 'A'* survey of the sublease property, during the term hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

- (A) "**Interlocal Agreement**" means the Base Lease, or Master Lease, covering the lease of the Lake Ray Hubbard take line area by the City of Dallas to the City of Rockwall, dated January 16, 2001, which encompasses the Leased Area as defined herein.
- (B) "**Lake**" means Lake Ray Hubbard.
- (C) "**Take Line**" means the perimeter boundary of Dallas' property at the Lake.
- (D) "**Take Area**" means the land owned by Dallas between the Take Line and the normal Lake pool elevation (435.5 mean sea level).
- (E) "**Lake Area**" means the City of Dallas property, known as Lake Ray Hubbard, that is normally submerged by the Lake at normal Lake pool elevation (property at or below elevation 435.5 mean sea level).
- (F) "**Leased Area**" means the Take Area that is within the City Limits of Rockwall, or where the Take Line is directly adjacent to the City Limits of Rockwall.
- (G) "**Maintenance Responsibilities**" shall mean keeping the erosion control structure(s) in good condition throughout the term hereof so that such structures remain capable of proper protection against erosion.

- (H) **"Subleased Premises"** means the area hereby subleased and more particularly described in Article 3 herein.
- (I) **"Residential Area"** means the Leased Area where the Take Line is adjacent to the residential property and where no commercial activity exists, or is proposed to exist, on Dallas property. If commercial activity occurs in a Residential Area, that portion of the Leased Area will be considered a Commercial Area.
- (J) **"Sublessee"** means a person or entity subleasing Dallas property in the Leased Area from City of Rockwall. Sublessee shall be an adjacent property owner.
- (K) **"Shoreline"** means the line along the shore of the Lake, established by the normal Lake pool elevation (435.5 mean sea level).
- (L) **"New Immediate Action Area"** means any section of the Leased Area where any of the following has occurred:
- (1) The shoreline is within 30 feet or less of the Take Line;
 - (2) A public hazard exists or can be expected to be created by erosion within a short period of time;
 - (3) Structures are at risk of structural damage due to erosion;
 - (4) or
 - (5) Existing adjacent erosion protection is impeded if erosion is allowed to continue.
- (M) **"Critical Areas"** mean areas determined to be immediate action erosion control areas, as defined in the 1987 "Lake Ray Hubbard Erosion Control Study" by Bernard Johnson Incorporated (*the Bernard Johnson Report*), a copy of which is available for review at the City of Rockwall Parks and Recreation Department.

ARTICLE 2. PURPOSE AND INTENT

The purpose of this sublease agreement is to permit the development of property along the take area of Lake Ray Hubbard under certain regulatory conditions governing permitted uses and development standards, setting forth procedures for the development of said property and establishing an appeal process for the terms of Lake Ray Hubbard Overlay District Ordinance. The zoning overlay district has its basis in and is intended to serve as one implementation tool for the Lake Ray Hubbard Master Plan, adopted by the City of Dallas on [redacted]; the Lake Ray Hubbard Interlocal Agreement as approved by those municipalities comprising the Lake Cities Coalition (Garland, Rockwall, and Rowlett, Texas) and the City of Dallas, Texas; and the Comprehensive Plan for the City of Rockwall, adopted on December 17, 2001. The adoption of the Zoning district is intended to provide a means for the protection of water quality, water supply, and the preservation of the natural environment and to enhance the quality of the Lake Ray Hubbard shoreline through regulation of manmade facilities. For those properties that take part in the City of Rockwall Residential Sublease Agreement the overlay zoning ordinance is to be used in conjunction and in addition to the erosion control and engineering standards as well as other development related ordinances, such as but not limited to, landscaping ordinance, tree preservation ordinance and outdoor lighting.

ARTICLE 3. DEMISE OF SUBLEASED AREA

- (A) Sublessor, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Sublessee has demised and leased and by their presents does hereby demise and lease unto Sublessee, and Sublessee, for and in consideration of the covenants and agreements herein reserved on the part of the Sublessor to be kept and performed, does hereby accept from Sublessor, the Subleased Area as more specifically described by the hereto attached Exhibit A (survey of the Take Area) and subsequent to the terms and conditions as hereafter described. Sublessee acknowledges that it has inspected the Subleased Area

to their satisfaction and accepts the Subleased Area "As Is" and with all faults and defects, whether known or unknown to either Sublessor or Sublessee and without representation or warranty of any kind from Sublessor as to the status or condition thereof.

- (B) All structures and/or improvements in the Take Area shall require a building permit issued by the City of Rockwall consistent with applicable ordinances and regulations of Takeline Area Overlay District allowed uses.
- (C) Sublessee acknowledges that the decision to lease the Subleased Area is based solely upon the Sublessee's comprehensive inspection of the Subleased Area and not upon any warranty or representation of Sublessor, or of Sublessor's employees, agents or representatives with regard thereto. Without limiting the foregoing, **THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, OF SUITABILITY, MERCHANT ABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE GIVEN IN CONNECTION WITH THIS LEASE.**
- (D) **IT IS UNDERSTOOD BY BOTH THE CITY OF ROCKWALL AND SUBLESSEE THAT THE WATER LEVEL IN THE LAKE WILL NOT REMAIN CONSTANT AND THAT ALL LAND IN THE SUBLEASED PREMISES IS SUBJECT TO FLOODING. THE PARTIES AGREE THAT NEITHER THE CITY OF DALLAS NOR THE CITY OF ROCKWALL SHALL BE RESPONSIBLE FOR DAMAGES TO ANY STRUCTURES, FACILITIES, LANDSCAPING, OR OTHER PROPERTY DAMAGE ON THE SUBLEASED AREA DUE TO WIND, WATER, EROSION, FLUCTUATING WATER LEVELS, OR FLOATING DEBRIS.**

ARTICLE 4. SUBLEASE TERM

- (A) Subject to the terms and conditions of this Sublease, the demise set forth in Article 3 above shall be for the Sublease Term, which shall **expire on** **2041**. Residential area subleases cannot be further subleased. If a sublessee (abutting property owner) sells his or her property, the sublease shall be transferred to the new owner.
- (B) This sublease shall terminate and become null and void no later than **2041**, unless extended by the parties hereto in writing subject to the provisions of the Base Lease or the Master Lease by and between the City of Dallas and the City of Rockwall. Any holding over or use and occupancy by Sublessee after the termination of this Sublease shall not constitute a renewal hereof or give Sublessee any rights hereunder in or to the Subleased Area upon termination. Upon termination of this Sublease, all improvements to the Subleased Area (whether or not constructed by Sublessee) shall be and become the property of Sublessor or its successors in interest; provided, however, Sublessee shall be entitled to remove from the Subleased Area removable equipment, provided that such removal can be accomplished without unreasonable injury to the Subleased Area or the removing improvements on the Subleased Premises.
- (C) This Sublease shall be terminated or canceled by the City of Rockwall in the event that the Interlocal Agreement between the City of Rockwall and the City of Dallas is terminated or canceled by agreement or operation of law. Sublessee shall be entitled to no compensation of any kind from the City of Rockwall or the City of Dallas if this Agreement is so canceled or terminated.
- (D) The annual sublease payment shall not exceed the estimated annual expenses of the City of Rockwall in administering all subleases and sublease areas, pursuant to the base lease, divided by the number of properties within the boundaries of the City of Rockwall within the Takeline area, and subleases or legally available for sublease.
- (E) Sublessee shall have the right to terminate this sublease if, at any time during this sublease, a material and substantial change in circumstances existing at the time of this sublease should occur. For the purpose of this paragraph, a "material and substantial change in circumstances" shall include but not be limited to the destruction of the residential structure of the sublessee on the lot adjacent to the leased area, a collective

increase in the sublease payment of more than 100% over any ten (10) year period or less, or the elimination by the City Council of an authorized use for which the sublessee has in place.

ARTICLE 5. SUBLEASE PAYMENT

- (A) In accordance with Section III (C) of the Base Lease, Sublessee shall pay an initial payment of **\$200.00** to Sublessor and an annual payment of **\$100.00** due annually based on contract date. Said payment may be adjusted annually by the City during the term of the Sublease by majority vote of the City Council of the City of Rockwall.
- (B) Failure of sublessee to pay the annual payment as provided for in Section A shall be considered as an event of default. If Sublessee fails to pay the annual payment within thirty (30) days of receipt of notice, Sublessor may terminate this lease and take possession of any improvements on the leased premises subject to *Article 6, Section N* herein.

ARTICLE 6. USE OF SUBLEASED AREA

- (A) Sublessee agrees to use and maintain the Subleased Area in accordance with all City codes and regulations established by Sublessor for the Take Line area. Any violation of such regulations shall be considered a breach by Sublessee of this Agreement, for which Sublessor shall be entitled to take appropriate action if such violation is not cured. Sublessee specifically recognizes that the City of Dallas, as a third-party beneficiary, has the right to enforce the terms of this Agreement in the event of the Sublessee' breach of any of the terms contained herein.
- (B) Structures or appurtenances that shall be **prohibited** within the Subleased Area, without prior approval by Sublessor and the City of Dallas are as follows but not limited to:
 - (1) Propane tanks.
 - (2) Storage of gasoline, oils, diesel, or similar types of compounds.
 - (3) Storage of pesticides, herbicides, fungicides, or preservatives.
 - (4) Use of pesticides, herbicides, fungicides, or preservatives that are not approved by the Texas Commission on Environmental Quality or US Environmental Protection Agency for use around water supplies, and on a listing approved provided by Dallas.
 - (5) Storage of any hazardous materials, regardless of its nature.
 - (6) Septic tanks and lateral lines (with the exception of city utilities).
 - (7) Toilets.
 - (8) Habitable structures.
 - (9) Diving boards and slides over and/or into the lake.
 - (10) Pets living quarters, livestock, maintenance of livestock or any such structure that houses or shelters livestock and/or pets, including but not limited to cattle, horses, swine, poultry.
 - (11) Water wells.
 - (12) Chemically preserved wood (e.g. railroad ties and telephone poles) in the water.
- (C) Prohibited activities on the lake and shore area:
 - (1) Shoreline (bank of the lake) will not be tapered, cut, smoothed, or altered in any way without a permit.
 - (2) Leased shore area will not be excavated, channeled, cut, bored, dug, filled, smoothed, or altered in any manner unless specifically permitted.

- (3) Wheeled vehicles and all other motorized equipment are prohibited from operating on the lake bottom unless specifically authorized.
- (4) The construction of sandy beaches on the lake bottom at the shoreline are prohibited.
- (5) Removal of vegetation from the lake bottom at the shoreline is prohibited unless specifically authorized.
- (6) Railroad ties on the shoreline and Take Area are prohibited.
- (7) No dumping on the shoreline (bank of the lake) and take area of brush, leaves, bricks, logs, concrete rubble, asphalt rubble, soil, sand, gravel, rock, or any other material.
- (8) Garbage cans and waste receptacles are prohibited anywhere in the leased area.
- (9) No signage in the leased area unless specifically authorized.
- (10) No business activity will be performed from within the leased area.
- (11) No storage of personal items on the Take Area and shoreline unless specifically authorized by the City of Rockwall. Personal items includes but is not limited to boats, jet skis, rafts, watercraft, boat trailers, vehicles, campers, RVs, wood piles, lawn equipment, appliances, storage facilities, construction material, and storage of miscellaneous materials.
- (12) Drawing lake water for personal usage such as for irrigation is prohibited without a permit issued by Dallas Water Utilities.

Additional Requirements:

- (1) All tree removals will comply with the City of Rockwall Tree Preservation Ordinance.
 - (2) A permit is required for any and all types of lake dredging and lake bottom earthwork.
 - (3) Sublessee will immediately remove personal items littering the lake, particularly after a storm.
 - (4) No permit is required for minor repair or general maintenance of an authorized existing erosion control structure unless the repair or general maintenance will include different material than what was originally approved. A permit is required for modifications and alterations to existing erosion control structures.
 - (5) All boats on the shoreline must comply with the mooring time limit as specified in the Rockwall Takeline Overlay District Zoning Ordinance.
 - (6) Boats will in no way pollute lake waters from, but not limited to; bilge discharges, septic waste, fueling, cleaning, maintenance, and painting.
 - (7) Sublessee must first install an approved method of erosion control before the construction of lake structures. Lake structures will not be permitted without the placement of erosion control the entire length of the subleased shoreline.
- (D) Sublessee agrees that he/she will not make nor allow to be made, any unlawful, improper or offensive use of the premises, which would be injurious to any person or property, or which would violate the laws of the United

States or the State of Texas, or any ordinance(s) of the City of Rockwall or the City of Dallas that may pertain to the demised premises. In the event of a conflict between the respective ordinances and/or the provisions of the lease the most restrictive shall apply. Sublessee shall be subject to the terms and penalties associated with ordinance and regulations violations in addition to the provisions of this Sublease.

- (E) The City of Rockwall and the City of Dallas retain the right to make regular or special inspections of the Subleased Premises to ensure that it is being maintained and used in accordance with the terms of this Sublease and the Base Lease and that all terms of this Sublease and the Base Lease are being upheld. The City of Rockwall will provide written notice of a breach or violation, or noncompliance with the terms of this Sublease or the Base Lease to Sublessee. Sublessee will have ten (10) days to correct and/or abate all violations, unless otherwise agreed by the City of Rockwall. If Sublessee has commenced and is pursuing the cure of the same, then after first advising the City Council of Rockwall or its designated representatives of Sublessee's effort to cure, Sublessee may utilize an additional ten (10) days, if approved by the City of Rockwall. Failure to correct all violations in the allotted time constitutes a material breach of this Sublease.
- (F) In the event of the default after the expiration of the applicable notice and cure periods (except for the non-payment of agreed sublease), the City of Rockwall shall be entitled in addition to any other penalties or fines to assess and receive from Sublessee as liquidated damages the sum of \$500.00 per day for each day the breach remains uncured.
- (G) Failure by the City to provide the ten (10) day notice described above shall not constitute a waiver of any breach of this Sublease. Waiver of any breach of any provision of this Sublease shall not be considered as a waiver of any subsequent breach of the same or any other provision of the Sublease.
- (H) The City of Rockwall has adopted the Takeline Area Overlay District Zoning Ordinance and policies for the construction of structures and/or other improvements in the Subleased Premises. A detailed plan for construction of fences and other proposed structures in accordance with the Take Area Zoning Ordinance adopted June 21, 2004, must be approved by the City of Rockwall and the City of Dallas prior to construction. If improvements or structures have been constructed in the Takeline area or the shoreline prior to the execution of this Sublease, all existing noncompliance items or encroachments that are not approved must be abated prior to the execution of this sublease agreement. No structures or improvements that are in noncompliance or are encroaching will be grandfathered.
- (I) Sublessee recognizes and consents to the City of Rockwall and the City of Dallas having the right of ingress and egress to the Subleased premises for any operational or maintenance purposes upon twenty-four (24) hours advance notification to Sublessee; except that no advance notice will be required in case of an emergency or possible health and/or safety hazards.
- (J) Sublessee understands that pursuant to the Base Lease Dallas will make a reasonable effort to repair any damage resulting from Dallas accessing the Take Area for utility maintenance and/or public safety vehicles, and will restore the damaged property as nearly as possible to its condition prior to the damage created by the City of Dallas accessing the Take Area; however, if the damage is located within a dedicated easement the requirements of that easement shall govern and no additional obligations are assumed by the City of Rockwall or the City of Dallas as a result of the execution of this Sublease. Likewise, the City of Rockwall will make a reasonable effort to repair any damage resulting from the City of Rockwall accessing the Take Area for utility maintenance and/or public safety vehicles, and will restore the damaged property as nearly as possible to its condition prior to the damage created by the City of Rockwall accessing the Takeline Area however, if the damage is located within a dedicated easement the requirements of that easement shall govern and no additional obligations are assumed by the City of Rockwall or the City of Dallas as a result of the execution of this Sublease.

- (K) Sublessee recognizes that the City of Rockwall may require easements in the future in the Subleased Area. Sublessee hereby agrees to approve future easements with the understanding that the Sublessor will make all reasonable efforts to avoid damage to existing improvements. If damage results from the use of a future easement, Sublessor will restore the damaged property as nearly as possible to its condition prior to the damage created by the Sublessor.
- (L) Sublessee recognizes that Sublessor has established specific setbacks, reservation of future easements or other development requirements unique to this Sublease. Such specific requirements are set forth in the Take Area Zoning Ordinance adopted June 21, 2004. Sublessee agrees to abide by all requirements during the term of the Sublease.
- (M) Sublessee recognizes that prior to placement of any structures and/or personal items, improvements, including, but not limited to: landscaping, construction or subgrade alterations on the Subleased Premises a construction alteration permit must first be obtained from the City of Rockwall. Such construction alteration permit will be in addition to any other permit or approval required by the City of Dallas. Time limits for completion of construction will be established at the issuance of the construction alteration permit. No construction will be considered complete and/or approved until a final inspection is conducted by the City of Rockwall and/or the City of Dallas or their appointed representatives.
- (N) If this lease is terminated for any reason stated within this agreement any structures and/or any improvements must be removed within 30 days.

ARTICLE 7. EROSION PROTECTION

- (A) For all subleases, the City of Rockwall will require sublessee of Residential Zoned Areas to either completely install, or pay for the installation of, Shoreline erosion protection in accordance with Section VI of the Base Lease or Master Lease in Critical Areas, whenever such Critical Areas may arise (as defined in Section VI (A) Base Lease), before execution of the sublease. Erosion protection required under the sublease must be completed no later than twelve (12) months from the date of execution of the sublease, but prior to, or concurrent with, a sublessee's commencement of construction of any improvements. If a Critical Area arises after execution of the sublease, the City of Dallas or the City of Rockwall are not responsible for any erosion control measures required and the sublessee shall not look to the City of Dallas or the City of Rockwall for action. If any part of the subleased area becomes a Critical Area after execution of the sublease, the sublessee of a residential area may, at sublessee's option, install erosion protection in accordance with this sublease agreement and Base Lease. Erosion protection required under the sublease must be completed prior to a sublessee's commencement of construction of any improvements of any kind on the leased area, subject to the City of Rockwall's permitting process.
- (B) In areas determined to be Critical Areas or New Immediate Action Areas, as defined above (collectively referred to as "Critical Areas"), the Sublessee will be responsible for installation and maintenance of erosion control. Such required erosion protection must be completed no later than twelve (12) months from the date of execution of this Sublease, but prior to, or concurrent with, the Sublessee's commencement of construction of any improvement. If the City of Dallas has installed or performed maintenance or erosion control in any Critical Area, the Sublessee will reimburse the City of Dallas for the cost of installation and maintenance from the date of execution of the Base Lease to the later of, the date of execution of the Sublessee's sublease with the City of Rockwall, or the date of installation of the erosion control. If Dallas installed or performed maintenance or erosion control in any area that is not a Critical Area, the Sublessee will reimburse Dallas for the cost of installation and maintenance from the date of execution of the Base Lease to the date of execution of the Sublessee's sublease with the City of Rockwall (*i.e.* there will be no retroactive reimbursement obligations of the Sublessee in a non-Critical Area; the full extent of the erosion reimbursement obligations of the Sublessee in a

non-Critical Area will be known at the time of execution of the sublease). Reimbursements can be paid in a lump sum or over a term to be determined by Dallas. Term payments will include interest charges and the term will not exceed the life of the asset. Sublessee shall assume maintenance responsibility for existing or proposed erosion control.

- (C) Sublessee may install erosion control subject to the approval of the City of Dallas and the City of Rockwall. Sublessee will be responsible for maintenance of the installed erosion control in the same manner as set out above.
- (D) The City of Dallas and the City of Rockwall will establish a listing of types of erosion control approved for use around the Lake, based on the Bernard Johnson Report or engineering data or criteria list. The list may be expanded jointly by Dallas and the City of Rockwall should new and approved technology become available for such erosion control. If the City of Dallas or the City of Rockwall installs erosion control, it can install any type listed in the Bernard Johnson Report, or on the updated/approved listing, as it deems economically and/or environmentally feasible.
- (E) The Sublessee may reclaim lost Shoreline with the approval of the City of Rockwall and prior written approval of the City of Dallas, as determined on a case-by-case basis. Any reclamation or cut and fill in the Lake or at the Shoreline shall not reduce the usable water storage capacity or flood storage capacity of the Lake, as determined by the City of Dallas. Sublessee, or the parties performing the reclamation, will be responsible for obtaining all related permits for the reclamation, such as the U.S. Army Corps of Engineer permits.
- (F) No activities will be allowed which will increase the erosion of the Shoreline property, including any alteration of vegetation or property, as determined by the City of Dallas as described by the Bernard Johnson report.
- (G) Erosion control installations must comply with all local, state, and federal laws, regulations and requirements and shall be designed by a licensed professional engineer and installed by a competent contractor with demonstrated experience in the installation of that system.
- (H) Sublessee agrees to allow abutting Sublessee(s) to connect to the erosion protection mechanism so installed, so as not to create gaps between abutting properties in said erosion protection.

ARTICLE 8. HOLD HARMLESS

Sublessee hereby agrees to defend, indemnify and hold the City of Dallas and Sublessor, their respective officers, agents and employees, fully harmless from any claims, lawsuits or expenses for personal injury (including death), property damage or other harm for which damages may be recovered under law, suffered by any person or persons (including but not limited to Sublessee), that may arise out of or be occasioned by Sublessee's fault or negligence in the use, occupancy, maintenance or operation of the Subleased Premises for any purpose, or that arises out of or is occasioned by erosion control improvements installed, used or maintained by Sublessee, or by Sublessee's failure to install erosion control devices as required under the Sublease, **REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE OR FAULT OF THE CITY OF DALLAS OR THE CITY OF ROCKWALL IN OPERATING OR MAINTAINING THE LAKE AREA, OR ORIGINALLY INSTALLING OR MAINTAINING ANY EXISTING EROSION CONTROL IMPROVEMENTS ASSUMED BY SUBLESSEE, OR IN DETERMINING WHAT EROSION CONTROL IMPROVEMENTS WERE APPROPRIATE, CONTRIBUTED TO THE DAMAGE OR INJURY.**

ARTICLE 9. COVENANT RUNNING WITH THE LAND

- (A) This Sublessee cannot be further subleased by Sublessee, except that this Sublease shall be transferred to any subsequent owner of the residential property, as described herein. Sublessee agrees to notify in writing, Sublessor of any change in ownership of the property within ten (10) days of closing. This covenant shall be considered as a covenant running with the land and shall be filed for record in the deed records of Rockwall County, Texas.
- (B) It is the understanding of the parties that this Sublease contains the entire understanding of the Sublessor and Sublessee and that any change, alteration, or modification of this Sublease shall only be effective if in writing approved by both parties.
- (C) Sublessee further asserts that he/she has received a summary of the Base Lease and the Takeline Area Overlay District Zoning Ordinance which is incorporated herein by reference and that he/she has read said Base Lease and understands its terms and provisions.
- (D) Sublessee will endeavor to provide Sublessor with a certificate that extends coverage under Sublessee's Homeowners Insurance Policy to the leased premises.

ARTICLE 10. SEVERABILITY

In case any one or more of the provisions contained in this Sublease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Sublease shall be considered as if such invalid, illegal, unenforceable provision had never been contained in this Sublease.

EXECUTED this the [] day of [], 202[].

SUBLESSOR:

CITY OF ROCKWALL

CITY MANAGER OF THE CITY
OF ROCKWALL, TEXAS

SUBLESSEE:

NAME

ADDRESS

PHONE NUMBER

EMAIL ADDRESS

SIGNATURE

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS/ROCKWALL §

BEFORE ME, the, undersigned, a Notary Public in and for said County and State, on this day personally appeared [], known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of _____, 202_.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

MY COMMISSION EXPIRES



CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Honorable Mayor and City Council

CC: Mary Smith, Interim City Manager
Joey Boyd, Assistant City Manager

FROM: Travis E. Sales, Director of Parks and Recreation

DATE: April 5, 2021

SUBJECT: Pickleball Location and Funding

Staff has evaluated multiple locations for new pickleball courts approved in the 2020-2021 budget and has selected The Park at Hickory Ridge as its preferred site. This park location is the top candidate due to the size of the park and being south of I-30, providing separation of the two pickleball facilities.

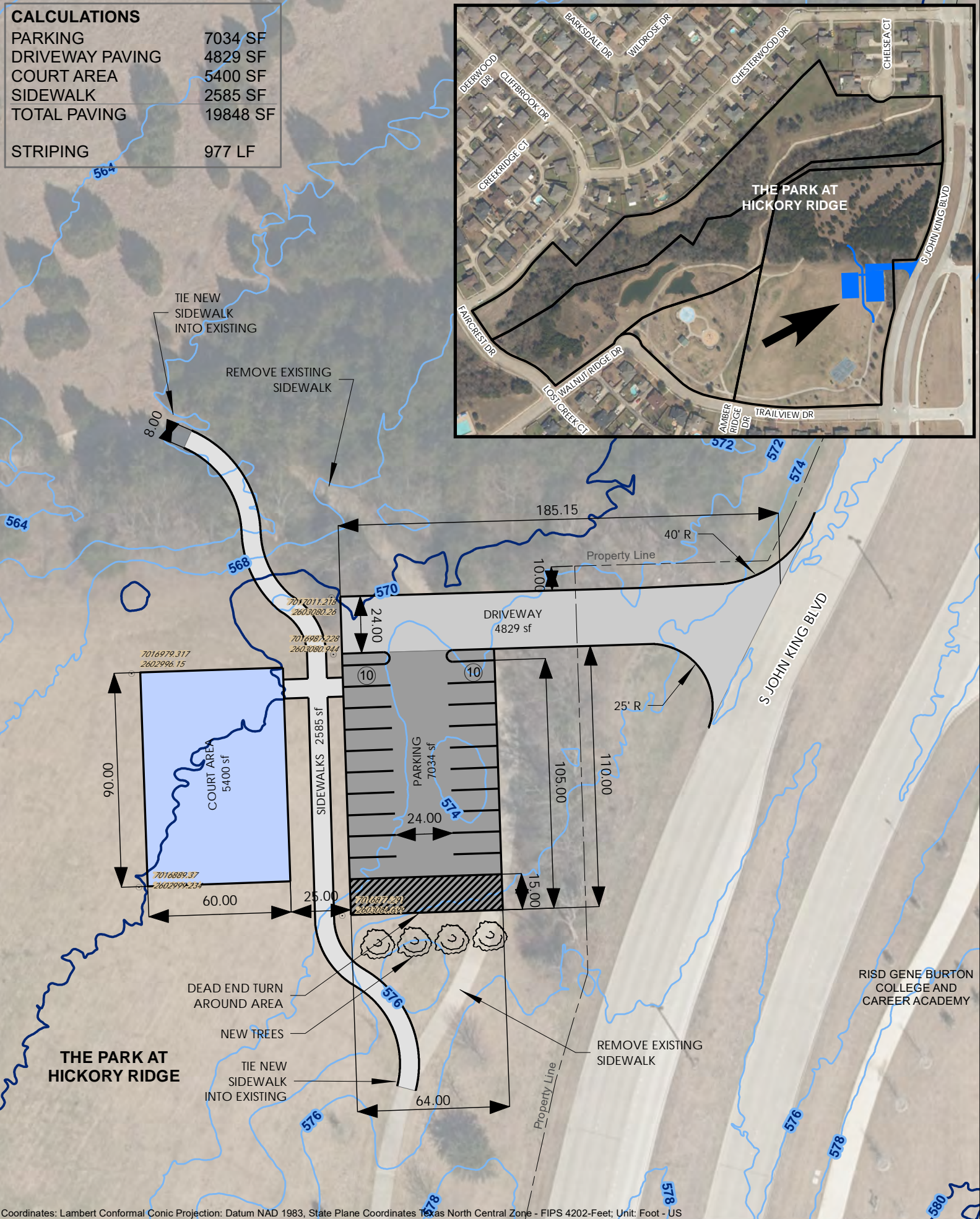
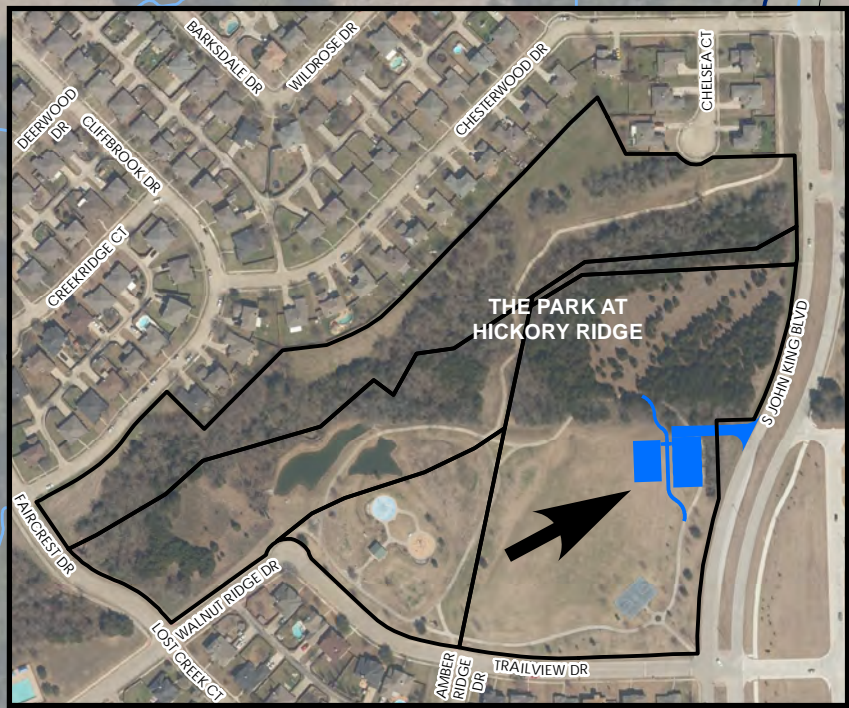
The approved budget for the project is \$275,000 which is to include three courts and infrastructure. As locations were researched, two primary issues became apparent at all sites: a lack of parking and the close proximity of the courts to residential properties. Staff knows from experience with the courts at Harry Myers Park that parking is very important along with noise and lights early in the morning and into the evening.

Attached for the City Council's consideration is a map showing that the courts can be placed at a distance so that it will not impact any residences. This layout will add a twenty-space parking lot to the project, and minimize any additional on-street parking or further impact the other uses of the park. A preliminary budget for the complete project is \$419,183.96. The additional parking lot produces a \$144,183.96 shortfall.

The City Council is asked to review and consider approving The Park at Hickory Ridge as the preferred site and for approval of using the Recreation Development Fund to cover the \$144,183.96 budget shortfall caused by the adding of parking to the project. The fund balance in the Recreation Development Fund is \$1.1 million dollars. This site is located within Park District 11. Staff will be available to answer any questions.

CALCULATIONS

PARKING	7034 SF
DRIVEWAY PAVING	4829 SF
COURT AREA	5400 SF
SIDEWALK	2585 SF
TOTAL PAVING	19848 SF
STRIPING	977 LF



RISD GENE BURTON COLLEGE AND CAREER ACADEMY

Coordinates: Lambert Conformal Conic Projection: Datum NAD 1983, State Plane Coordinates Texas North Central Zone - FIPS 4202-Feet; Unit: Foot - US



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

**THE PARK AT HICKORY RIDGE
PICKLEBALL COURT AND PARKING**





MEMORANDUM

TO: Mary Smith, Interim City Manager

CC: Honorable Mayor and City Council

FROM: Kristy Cole, City Secretary & Asst. to the City Manager

DATE: April 5, 2021

SUBJECT: **BOARDS & COMMISSIONS APPTS. - CPAC**

Attachments

Summary/Background Information

Two vacancies exist on the City's Comprehensive Plan Advisory Committee (CPAC). One existing board member recently resigned, and one board member has been unresponsive to staff's attempts to contact him. Whomever is appointed to these vacancies will serve an initial (partial term) thru Oct. of 2024 (Note: full terms are for a period of five years).

Action Needed

Council is asked to fill these seats, as staff is holding a CPAC meeting on April 21st, and it will be ideal to have a full board established before said meeting takes place.



City of Rockwall
The New Horizon

Building Inspections Department Monthly Report

February 2021

Permits

Total Permits Issued:	206
Building Permits:	38
Contractor Permits:	168
Total Commercial Permit Values:	\$117,485.77
Building Permits:	\$11,580.00
Contractor Permits:	\$105,905.77
Total Fees Collected:	\$193,295.03
Building Permits:	\$173,835.66
Contractor Permits:	\$19,459.37

Board of Adjustment

Board of Adjustment Cases: 0

3/2/2021
10:25:17AM

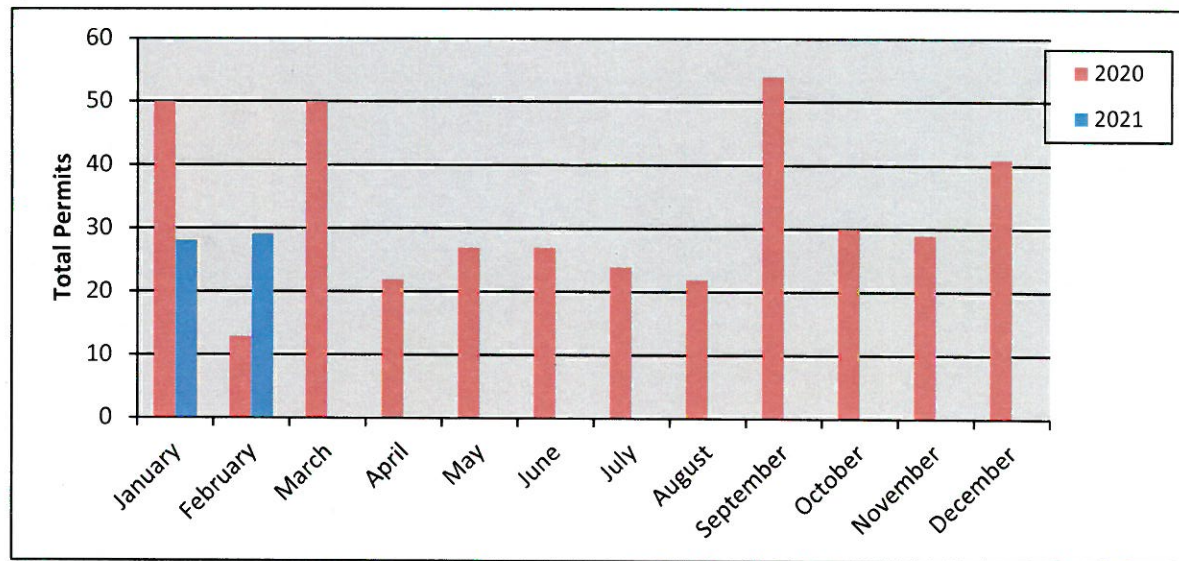
City of Rockwall
PERMITS ISSUED - Summary by Type and Subtype
For the Period 2/1/2021 to 2/28/2021

Type/Subtype	# of Permits Issued	Valuation of Work	Fees Charged
Commercial Building Permit	22	\$117,485.77	\$2,508.00
Accessory Building Permit	1	11,580.00	\$220.75
Cell Tower Permit	1	25,000.00	\$402.75
Certificate of Occupancy	4		\$300.00
Demolition	1		\$50.00
Electrical Permit	6		\$450.00
Plumbing Permit	2	14,942.77	\$329.50
Remodel	1	7,463.00	\$50.00
Roofing Permit	1	52,000.00	\$75.00
Sign Permit	4	6,500.00	\$330.00
Temporary Certificate of Occupancy	1		\$300.00
Residential Building Permit	183		\$190,737.03
Accessory Building Permit	3		\$641.15
Addition	5		\$1,847.68
Concrete Permit	2		\$162.00
Electrical Permit	12		\$1,175.00
Fence Permit	25		\$1,250.00
Irrigation Permit	20		\$1,500.00
Mechanical Permit	8		\$1,000.00
New Construction	29		\$171,126.08
Patio Cover/Pergola	14		\$2,013.60
Plumbing Permit	21		\$1,675.00
Pool	13		\$1,950.00
Remodel	3		\$4,149.72
Retaining Wall Permit	2		\$100.00
Roofing Permit	16		\$1,200.00
Solar Panel Permit	2		\$546.80
Window & Door Permit	8		\$400.00
Totals:	205		\$193,245.03

New Residential Permits

Calendar Year

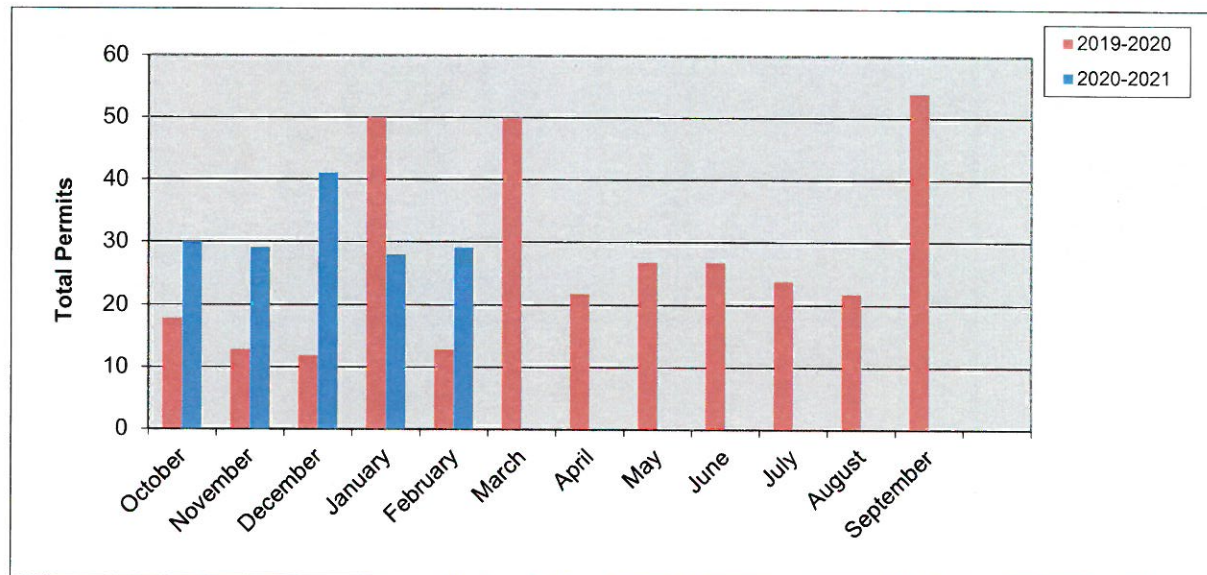
Year		
	2020	2021
January	50	28
February	13	29
March	50	
April	22	
May	27	
June	27	
July	24	
August	22	
September	54	
October	30	
November	29	
December	41	
Totals	389	57



New Residential Permits

Fiscal Year

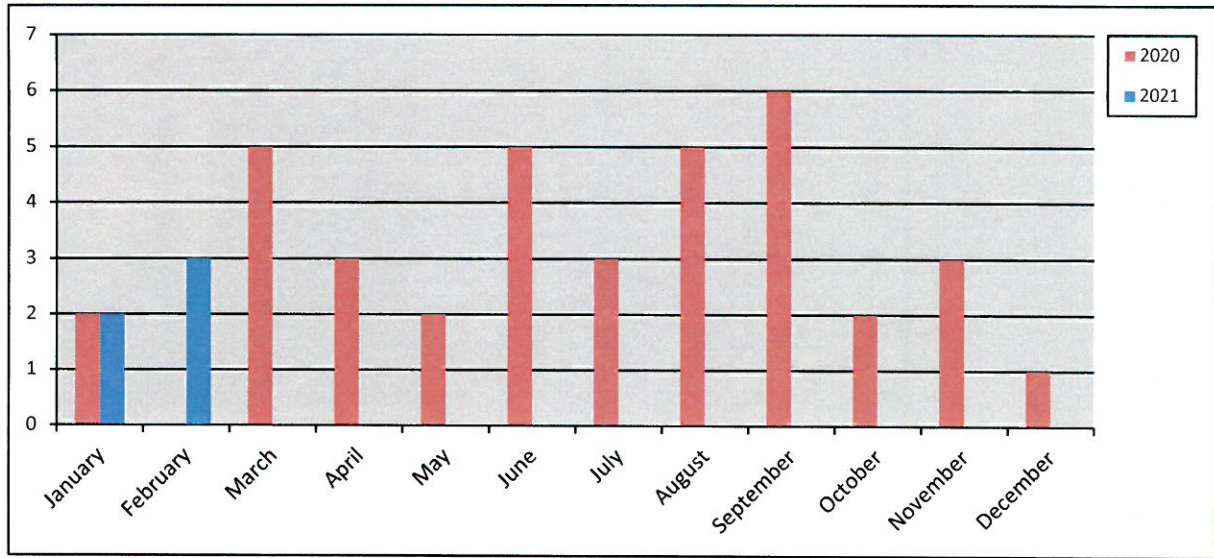
Year		
	2019-2020	2020-2021
October	18	30
November	13	29
December	12	41
January	50	28
February	13	29
March	50	
April	22	
May	27	
June	27	
July	24	
August	22	
September	54	
Totals	332	



Residential Remodel Permits

Calendar Year

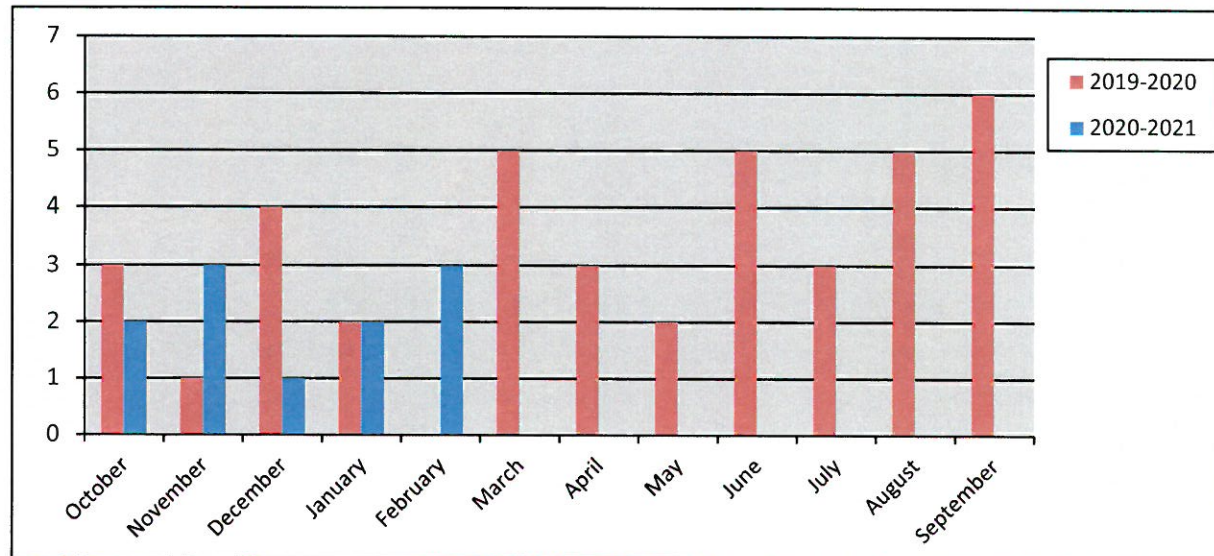
	Year	
	2020	2021
January	2	2
February	0	3
March	5	
April	3	
May	2	
June	5	
July	3	
August	5	
September	6	
October	2	
November	3	
December	1	
Totals	37	5



Residential Remodel Permits

Fiscal Year

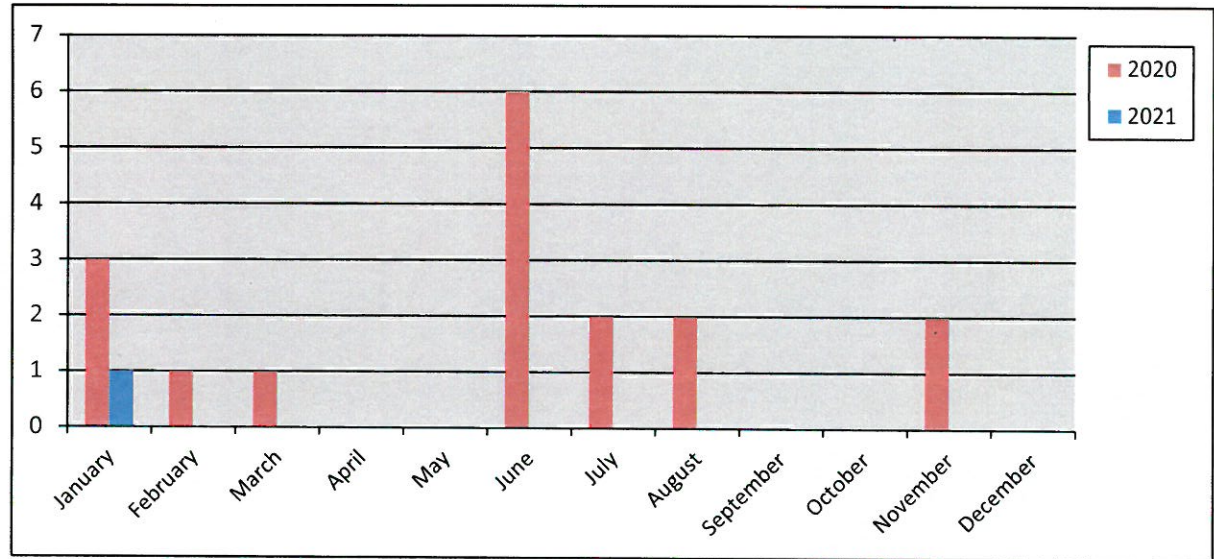
	Year	
	2019-2020	2020-2021
October	3	2
November	1	3
December	4	1
January	2	2
February	0	3
March	5	
April	3	
May	2	
June	5	
July	3	
August	5	
September	6	
Totals	39	11



New Commercial Permits

Calendar Year

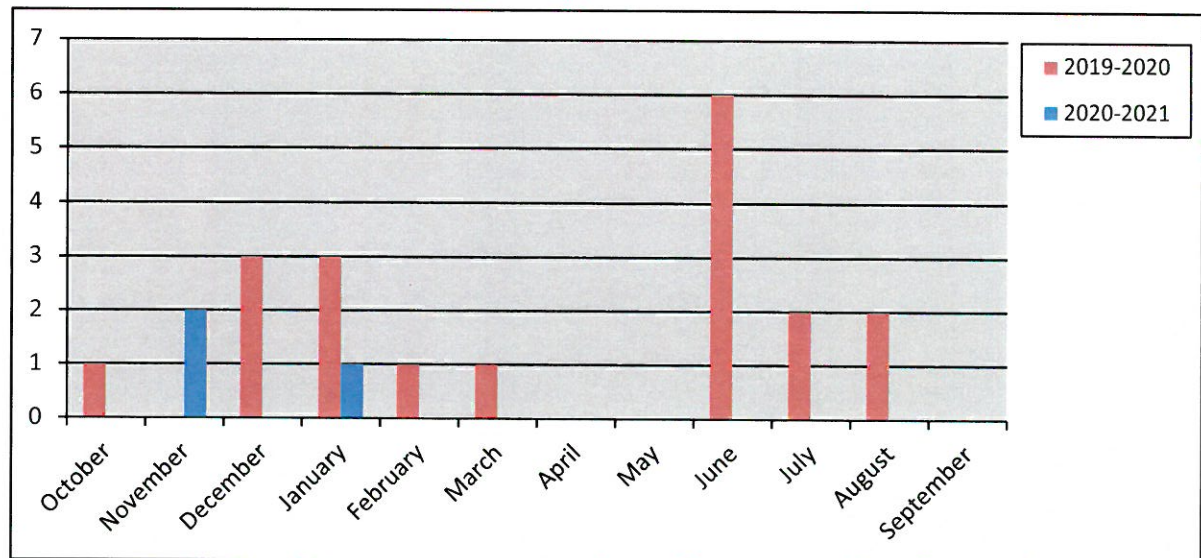
	Year	
	2020	2021
January	3	1
February	1	0
March	1	
April	0	
May	0	
June	6	
July	2	
August	2	
September	0	
October	0	
November	2	
December	0	
Totals	17	1



New Commercial Permits

Fiscal Year

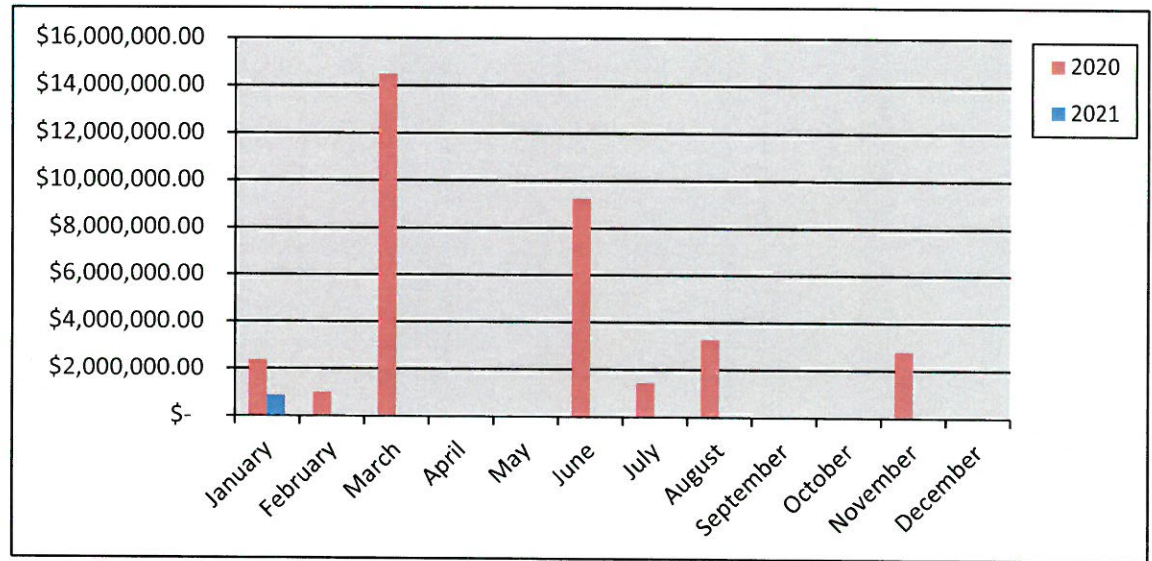
	Year	
	2019-2020	2020-2021
October	1	0
November	0	2
December	3	0
January	3	1
February	1	0
March	1	
April	0	
May	0	
June	6	
July	2	
August	2	
September	0	
Totals	19	3



New Commercial Value

Calendar Year

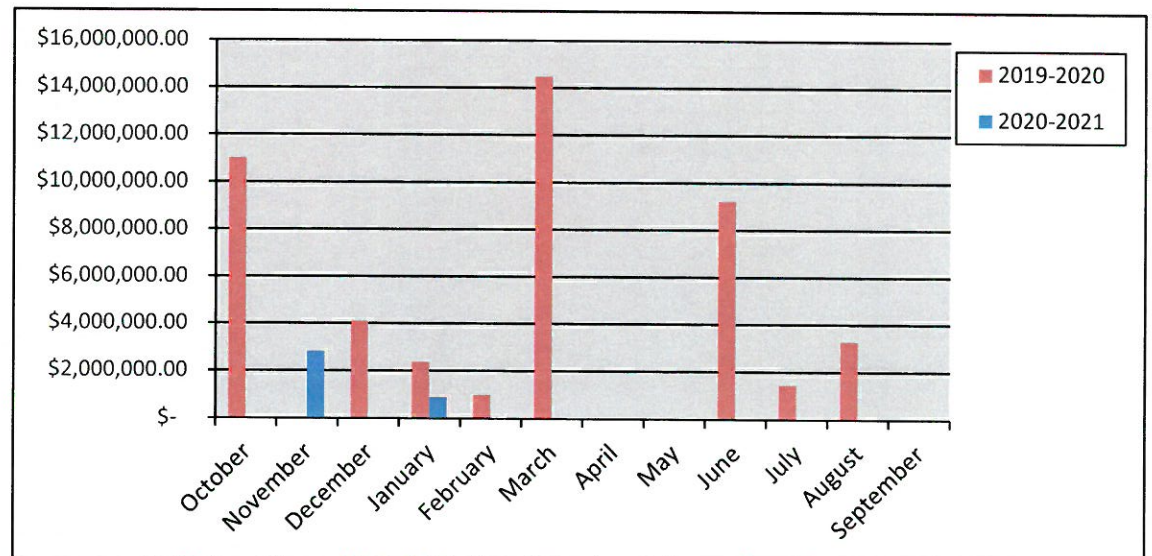
	Year	
	2020	2021
January	\$ 2,375,000.00	\$ 885,000.00
February	\$ 995,000.00	\$ -
March	\$ 14,500,000.00	
April	-	
May	-	
June	\$ 9,244,001.00	
July	\$ 1,445,000.00	
August	\$ 3,284,065.00	
September	\$ -	
October	\$ -	
November	\$ 2,800,000.00	
December	\$ -	
Totals	\$ 34,643,066.00	\$ 885,000.00



New Commercial Value

Fiscal Year

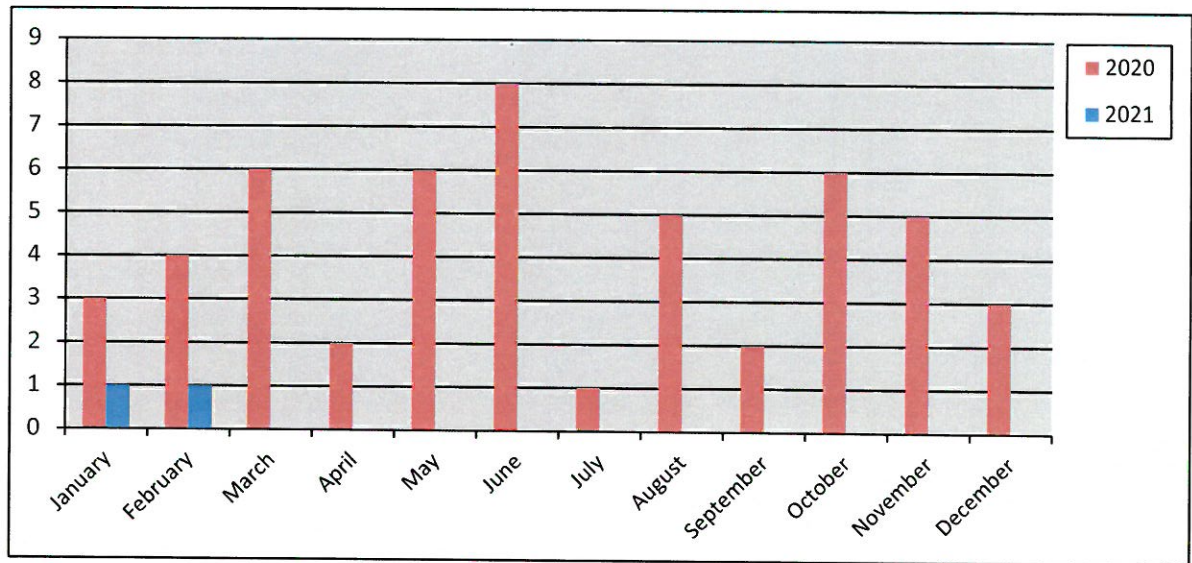
	Year	
	2019-2020	2020-2021
October	\$ 11,000,000.00	\$ -
November	-	\$ 2,800,000.00
December	\$ 4,100,000.00	\$ -
January	\$ 2,375,000.00	\$ 885,000.00
February	\$ 995,000.00	\$ -
March	\$ 14,500,000.00	
April	-	
May	-	
June	\$ 9,244,001.00	
July	\$ 1,445,000.00	
August	\$ 3,284,065.00	
September	\$ -	
Totals	\$ 46,943,066.00	\$ 3,685,000.00



Commercial Remodel Permits

Calendar Year

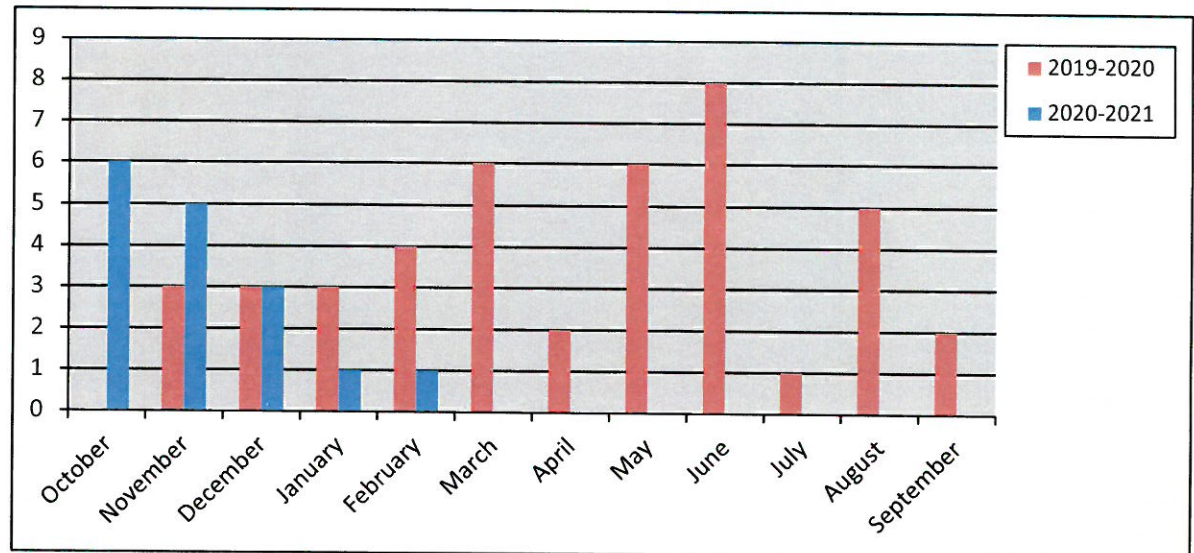
	Year	
	2020	2021
January	3	1
February	4	1
March	6	
April	2	
May	6	
June	8	
July	1	
August	5	
September	2	
October	6	
November	5	
December	3	
Totals	51	2



Commercial Remodel Permits

Fiscal Year

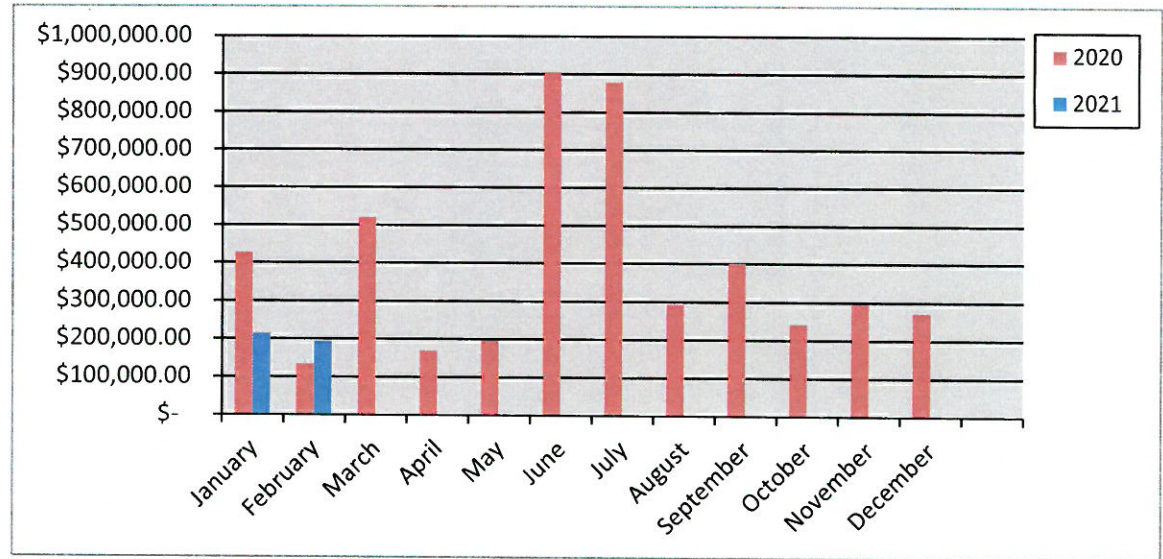
	Year	
	2019-2020	2020-2021
October	0	6
November	3	5
December	3	3
January	3	1
February	4	1
March	6	
April	2	
May	6	
June	8	
July	1	
August	5	
September	2	
Totals	43	16



Total Fees Collected

Calendar Year

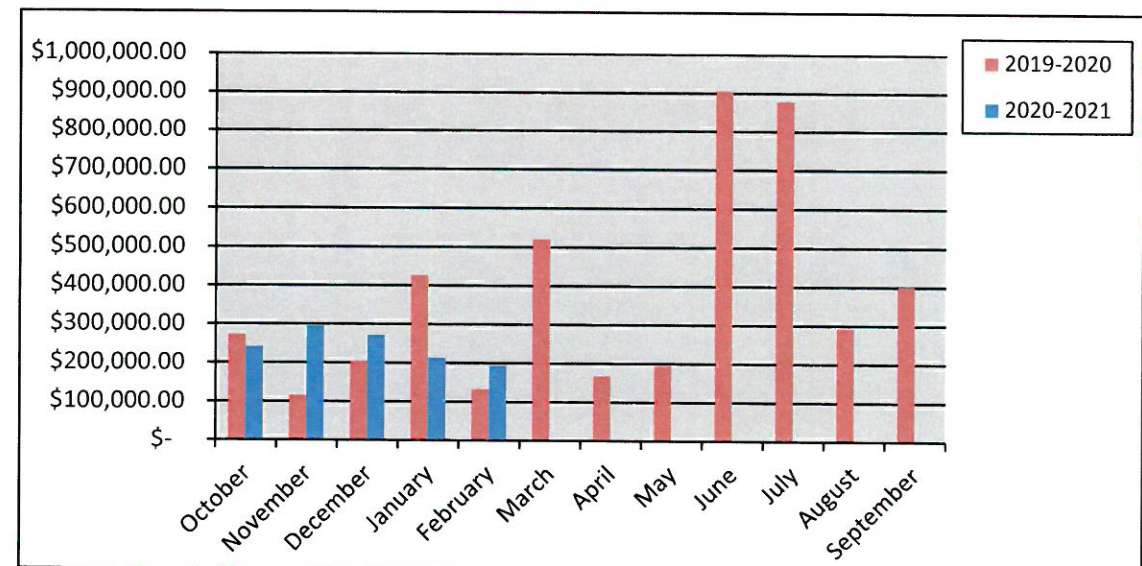
Year		
	2020	2021
January	\$ 427,697.11	\$ 214,263.11
February	\$ 134,061.03	\$ 193,245.03
March	\$ 521,238.63	
April	\$ 169,632.18	
May	\$ 196,119.77	
June	\$ 906,969.19	
July	\$ 880,396.43	
August	\$ 294,303.58	
September	\$ 401,730.63	
October	\$ 242,859.42	
November	\$ 296,217.55	
December	\$ 272,486.48	
Totals	\$ 4,743,712.00	\$ 407,508.14



Total Fees Collected

Fiscal Year

Year		
	2019-2020	2020-2021
October	\$ 274,121.49	\$ 242,859.42
November	\$ 116,656.13	\$ 296,217.55
December	\$ 205,859.61	\$ 272,486.48
January	\$ 427,697.11	\$ 214,263.11
February	\$ 134,061.03	\$ 193,245.03
March	\$ 521,238.63	
April	\$ 169,632.18	
May	\$ 196,119.77	
June	\$ 906,969.19	
July	\$ 880,396.43	
August	\$ 294,303.58	
September	\$ 401,730.63	
Totals	\$ 4,528,785.78	\$ 1,219,071.59



11:59:40AM

PERMITS ISSUED

For the Period 2/1/2021 to 2/28/2021

Permit Number	Permit Type	Site Address	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Subdivision Name		Total SQFT	
		Plan Number			
COM2021-14	Commercial Building Permit				
01/04/2021	Temporary Certificate of Occupancy	1480 JUSTIN RD,		\$300.00	\$300.00
02/10/2021	ISSUED	ROCKWALL, 75087		22,564.00	
Contact Type					
Business Owner	CAROLINA MOLINA	1480 JUSTIN RD	Rockwall	TX	75087
Property Owner	SPR PACKAGING	1480 JUSTIN RD.	Rockwall	TX	75087
Contact	ZACH HILL	17311 DALLAS PKWY	Dallas	TX	75248
Contractors					
COM2021-313	Commercial Building Permit				
01/21/2021	Certificate of Occupancy	505 N Goliad St.,		\$75.00	\$75.00
02/03/2021	ISSUED	Rockwall, TX, 75087		2,700.00	
Contact Type					
Business Owner	Caroline Harklan	505 N. Goliad St.	Rockwall	TX	75087
Property Owner	Caroline Harklan	505 N. Goliad St.	Rockwall	TX	75087
Contractors					
COM2021-325	Commercial Building Permit				
01/21/2021	Certificate of Occupancy	3007 Ridge Rd.,		\$75.00	\$75.00
02/02/2021	ISSUED	Rockwall, TX 75032		2,651.00	
Contact Type					
Business Owner	Ryan Schwalk	3007 Ridge Rd.	Rockwall	TX	75032
Property Owner	FW 1508 LLC	14951 N. Dallas Parkway Suite 400	Dallas	TX	75254
Contractors					
COM2021-336	Commercial Building Permit				
01/22/2021	Certificate of Occupancy	6530 Alliance Dr. Suites		\$75.00	\$75.00
02/10/2021	ISSUED	110-120, ROCKWALL, 75032		3,575.00	
Contact Type					
Business Owner	Jesse Ladd	6530 Alliance Dr., Suite 100-120	Rockwall	TX	75032
Property Owner	N & H Legacy Partners, LLC.	PO Box 818	Rockwall	TX	75032
Contractors					
COM2021-552	Commercial Building Permit				
02/04/2021	Certificate of Occupancy	6531 Horizon Rd., Suite		\$75.00	\$75.00
02/24/2021	ISSUED	C, Rockwall, TX 75032		2,185.00	

PERMITS ISSUED

For the Period 2/1/2021 to 2/28/2021

Permit Number	Permit Type	Site Address			
Application Date	Subtype	Parcel Number		Total Fees	
Issue Date	Status of Permit	Subdivision Name		Total SQFT	Fees Paid
		Plan Number	Valuation		
Contact Type	Contact Name	Contact Address			
Business Owner	Stacy Hutt	6531 Horizon Rd., Suite C	Rockwall	TX	75032
Property Owner	N & H Legacy Partners, LLC	1608 W. Moore Ave.	Terrell	TX	75160
Contact	Crysta & Jason Dean				
Contractors					

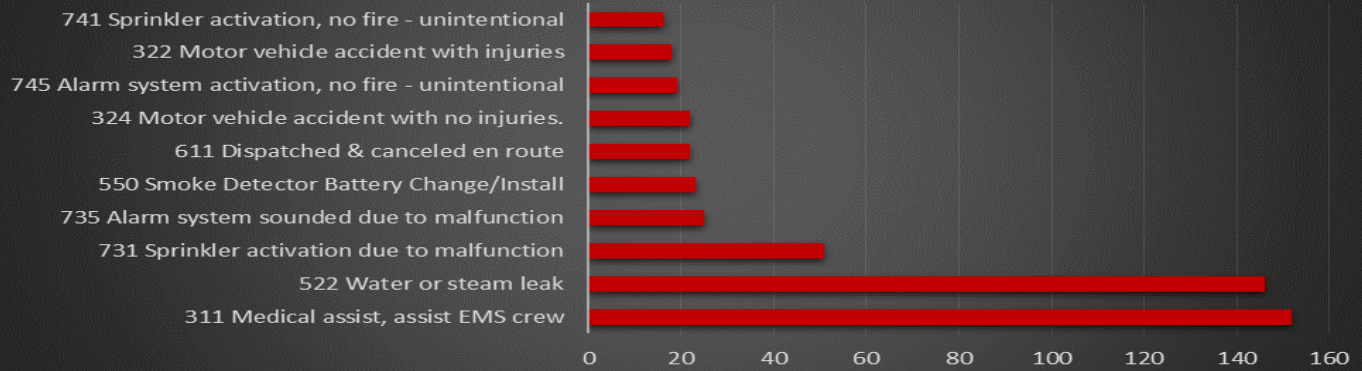
5

Total Valuation:
Total Fees: \$600.00
Total Fees Paid: \$600.00



February 2021 Monthly Report

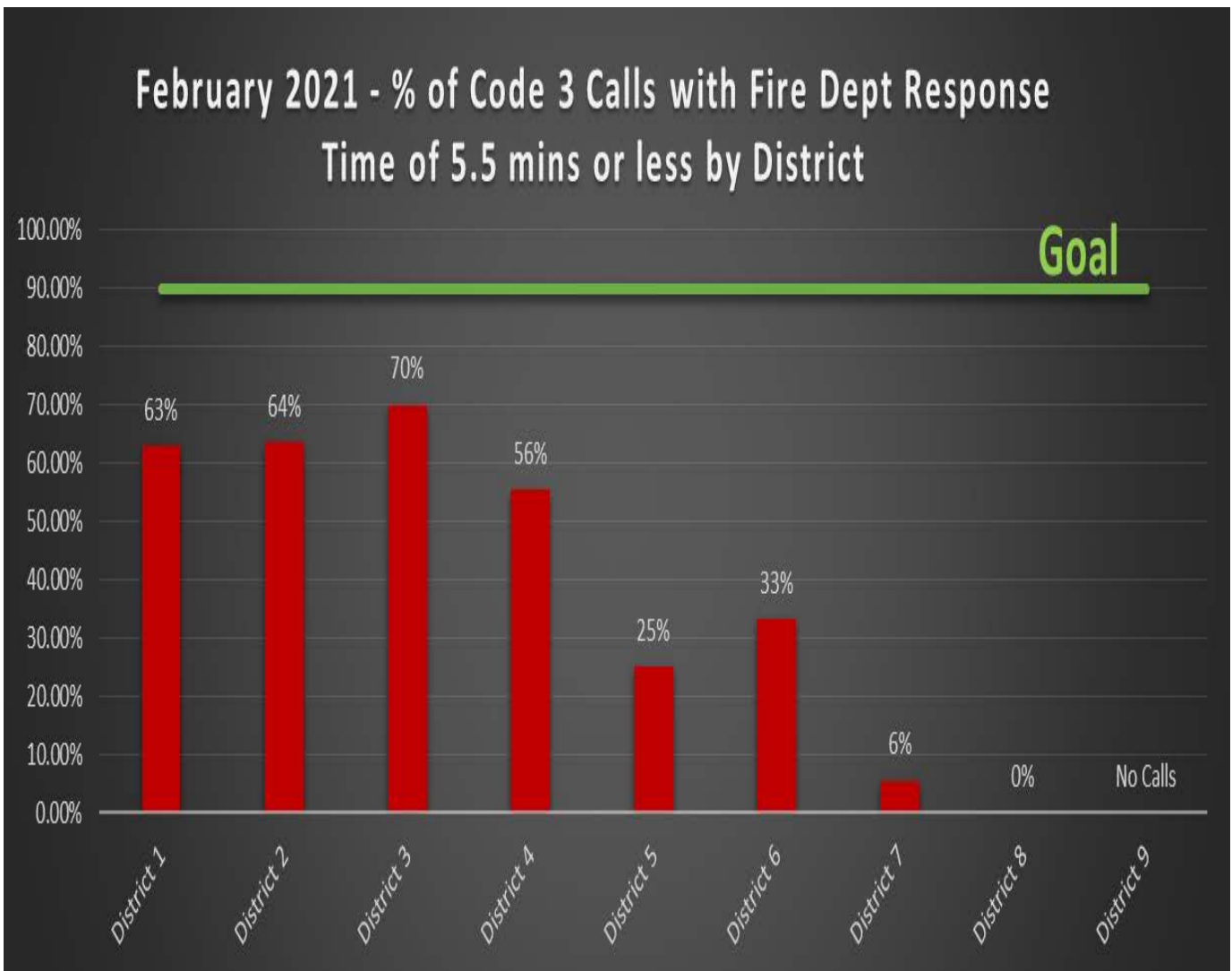
Top 10 Call Types



Incident Types	Incident Count
311 Medical assist, assist EMS crew	152
522 Water or steam leak	146
731 Sprinkler activation due to malfunction	51
735 Alarm system sounded due to malfunction	25
550 Smoke Detector Battery Change/Install	23
324 Motor vehicle accident with no injuries.	22
611 Dispatched & canceled en route	22
745 Alarm system activation, no fire - unintentional	19
322 Motor vehicle accident with injuries	18
741 Sprinkler activation, no fire - unintentional	16
743 Smoke detector activation, no fire - unintentional	16
622 No incident found on arrival at dispatch address	13
733 Smoke detector activation due to malfunction	10
412 Gas leak (natural gas or LPG)	8
510 Person in distress, other	7
111 Building fire	7
740 Unintentional transmission of alarm, other	5
651 Smoke scare, odor of smoke	5
445 Arcing, shorted electrical equipment	4
730 System malfunction, other	4
143 Grass fire	4
671 HazMat release investigation w/no HazMat	4
744 Detector activation, no fire - unintentional	4
736 CO detector activation due to malfunction	3
440 Electrical wiring/equipment problem, other	3
353 Removal of victim(s) from stalled elevator	3
424 Carbon monoxide incident	2
342 Search for person in water	2
142 Brush or brush-and-grass mixture fire	2
551 Assist police or other governmental agency	2
652 Steam, vapor, fog or dust thought to be smoke	2
553 Public service	2
561 Unauthorized burning	2
520 Water problem, other	2
331 Lock-in (if lock out , use 511)	1
442 Overheated motor	1
550 Public service assistance, other	1
554 Assist invalid	1
444 Power line down	1
700 False alarm or false call, other	1
710 Malicious, mischievous false call, other	1
132 Road freight or transport vehicle fire (Commercial Vehicles)	1
411 Gasoline or other flammable liquid spill	1
154 Dumpster or other outside trash receptacle fire	1
162 Outside equipment fire	1
746 Carbon monoxide detector activation, no CO	1
131 Passenger vehicle fire (cars, pickups, SUV's)	1
100 Fire, other	1
531 Smoke or odor removal	1
Grand Total	625

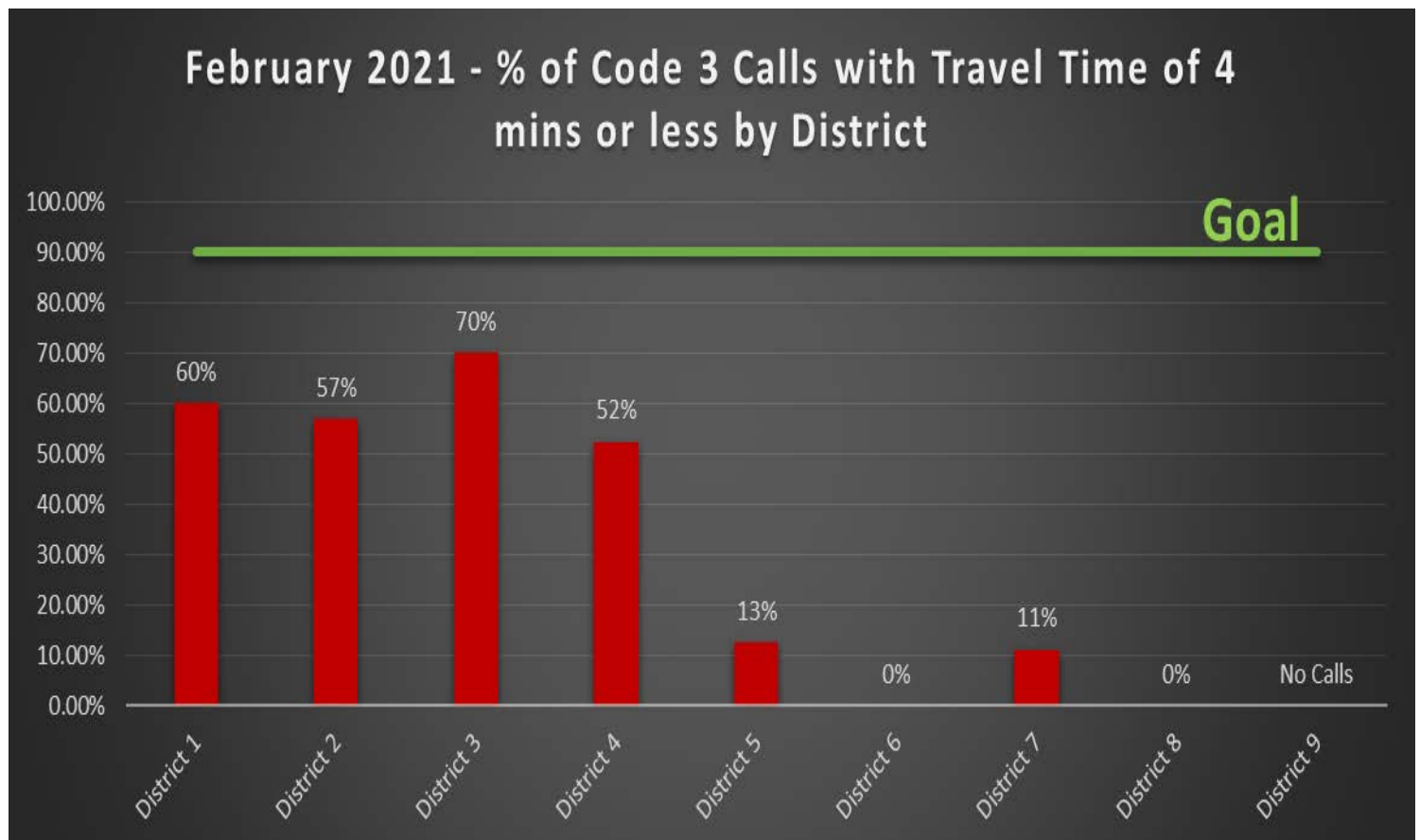
February 2021 Dispatch to Arrival Analysis

District	Total Number of Calls	Percent of Runs per District	Number of Calls in 5.5 mins or Less	Average FD Response Time Minutes	% in 5.5 min or less	Goal of 90%
District 1	108	31%	68	0:05:16	63%	90%
District 2	107	31%	68	0:04:58	64%	90%
District 3	30	9%	21	0:05:04	70%	90%
District 4	63	18%	35	0:05:59	56%	90%
District 5	16	5%	4	0:06:58	25%	90%
District 6	3	1%	1	0:05:49	33%	90%
District 7	18	5%	1	0:07:29	6%	90%
District 8	1	0%	0	0:06:15	0%	90%
District 9	0	0%	0	0:00:00	No Calls	90%
Department	346	100%	198	0:05:29	57%	90%



February 2021 Travel Time by District

District	Total Number of Calls	Percent of Runs per District	Number of Calls in 4 or Less	Average Travel Time Minutes	% in 4 min or less	Goal of 90%
District 1	108	31%	65	0:04:01	60%	90%
District 2	107	31%	61	0:03:53	57%	90%
District 3	30	9%	21	0:04:00	70%	90%
District 4	63	18%	33	0:04:45	52%	90%
District 5	16	5%	2	0:05:54	13%	90%
District 6	3	1%	0	0:04:44	0%	90%
District 7	18	5%	2	0:06:06	11%	90%
District 8	1	0%	0	0:04:38	0%	90%
District 9	0	0%	0	0:00:00	No Calls	90%
Department	346	100%	184	0:04:19	53%	90%





Total Dollar Losses

February 2021



City of Rockwall
The New Horizon

Rockwall Fire Department

Print Date/Time: 03/15/2021 16:52
Login ID: rck\ihatcher
Layer: All
Areas: All

ORI Number: TX504
Incident Type: All
Station: All

	Current Month	Last Month	Same Month Last Year	Year To Date	Last Year To Date
Total Property Loss:	\$76,000.00	\$1,000.00	\$0.00	\$77,000.00	\$10,000.00
Total Content Loss:	\$25,200.00	\$4,000.00	\$0.00	\$29,200.00	\$20,000.00
Total Property Pre-Incident Value:	\$864,590.00	\$24,330,930.00	\$0.00	\$25,195,520.00	\$9,000,000.00
Total Contents Pre-Incident Value	\$375,000.00	\$10,000,000.00	\$0.00	\$10,375,000.00	\$1,000,000.00
Total Losses:	\$101,200.00	\$5,000.00	\$0.00	\$106,200.00	\$101,200.00
Total Value:	\$1,239,590.00	\$34,330,930.00	\$0.00	\$35,570,520.00	\$10,000,000.00



Fire Marshal Division

February 2021 Report



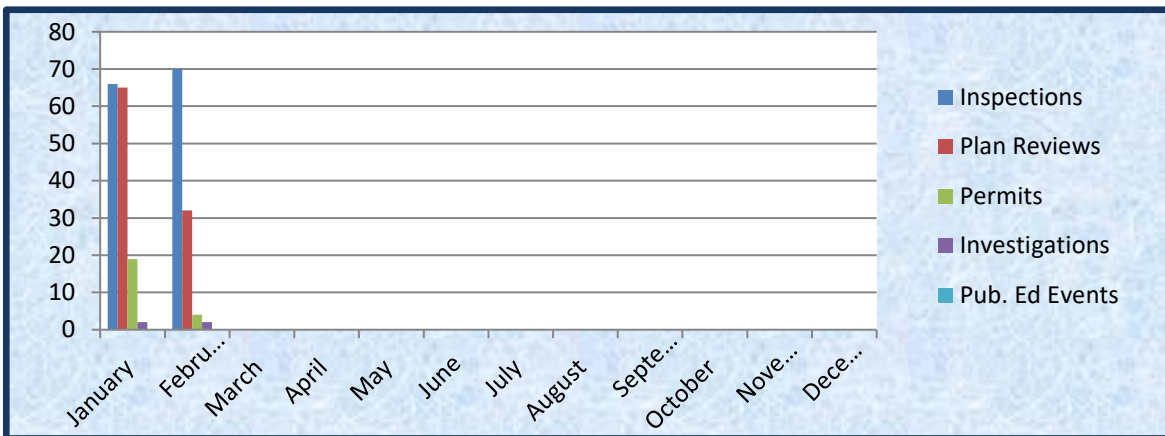
Inspections Conducted	
Total for the Month	70

Plan Reviews Completed	
Total for the Month	32

Permits Issued	
Total for the Month	4

Fire Investigations	
Active Investigations	0
Closed Investigations	2
Total for the Month	2

Public Education Events	
Total for the Month	0



FEBRUARY 2021 MONTHLY REPORT



**ROCKWALL PARKS
& RECREATION**

PARTICIPATION



SNAP VALENTINES DANCE, THE CENTER, 65 PARTICIPANTS



TROUT STOCKING AT HARRY MYERS PARK



GO OUTSIDE AND PLAY

MONTHLY OVERVIEW

FEB '21

Part Time Labor Hours	34
Program Offerings	6
Program Participants	635
Resident Participants	389
Non-Resident Participants	246
Programs that Made	6
Cancelled Programs	0
% of Programs Cancelled	0%

FEE BASED RESIDENT VS NON-RESIDENT

6 programs



RENTALS



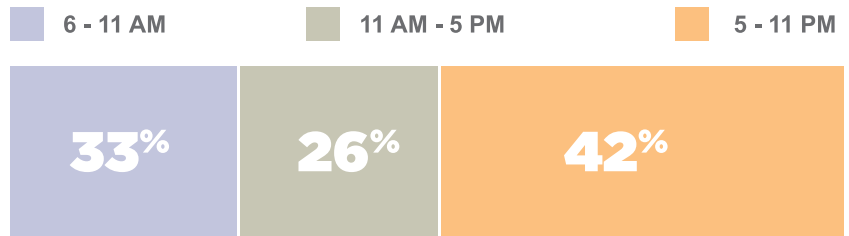
HMCC

FEB '21

Time Blocks Rented	43
Monthly Revenue	\$1000

HMCC RENTAL ACTIVITY BY TIME BLOCK

43 Rentals



PAVILIONS

FEB '21

Time Blocks Rented	14
Monthly Revenue	\$560

PAVILION RENTAL ACTIVITY BY TIME BLOCK

14 Rentals



PARKS



FACILITY UPGRADES:

New handrails at The Harbor



FACILITY UPGRADES:

New drainage and concrete in Spray Plaza at The Harbor



FACILITY RENOVATIONS:

R/C Track renovation at Myers

FACILITY MANAGEMENT:

Snow Storm response



MARKETING

FACEBOOK PAGE LIKES



JAN

GAIN OR LOSS

+23

FEB

+164

TOTAL LIKES THRU 2/28/2021



15,219

ONLINE REGISTRATION ACCOUNTS THROUGH ACTIVE

JAN

ACCOUNTS

9825

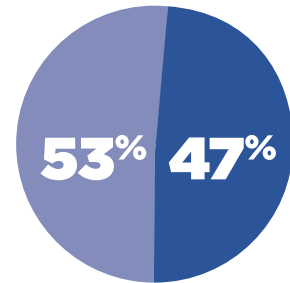
GAIN OR LOSS

+61

FEB

9894

+69



RESIDENT VS NON-RESIDENT ACCOUNTS

PLAYROCKWALL.COM PERFORMANCE METRICS

PLAYROCKWALL.COM

PAGEVIEWS

Pageviews represent the total individual pages viewed by visitors to playrockwall.com within the month of February 2021.

39,926

SESSIONS

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

7,930

USERS

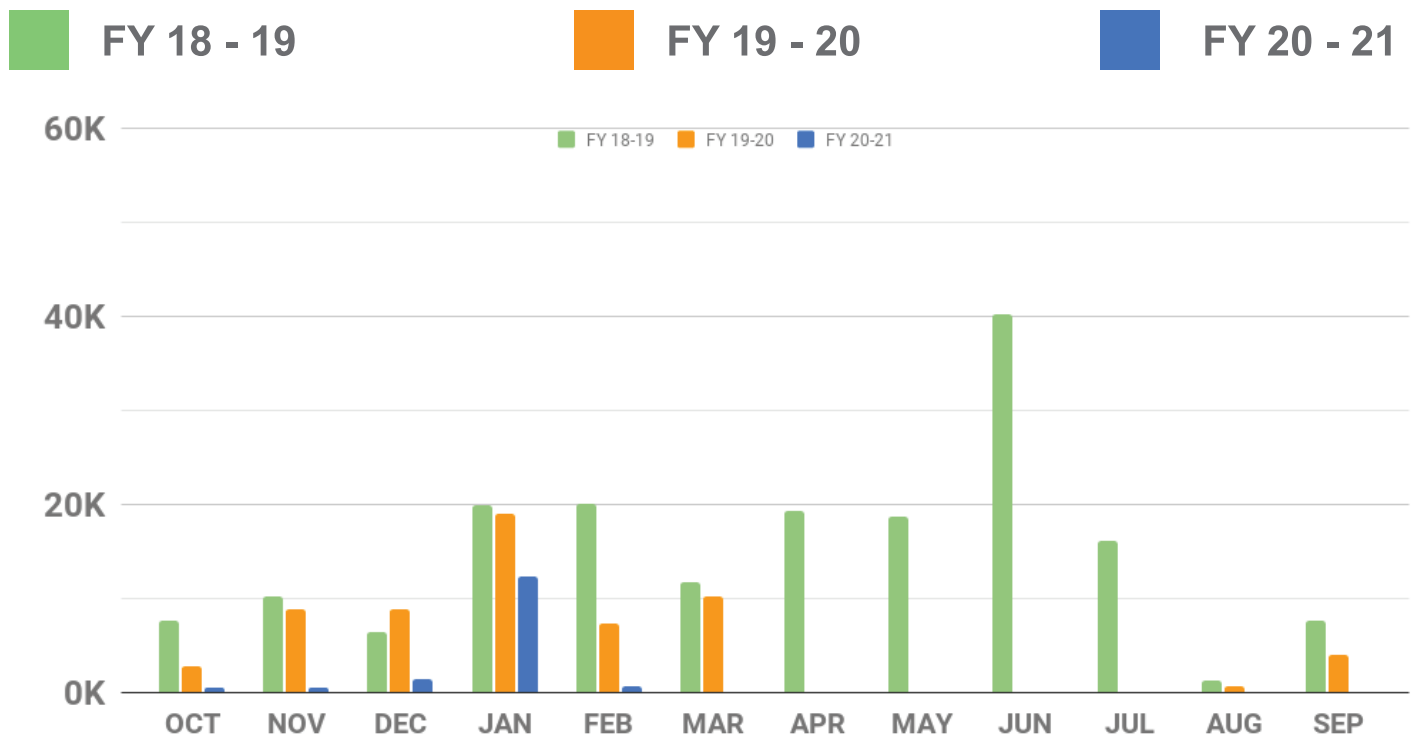
Visitors to playrockwall.com

5,930

REVENUE

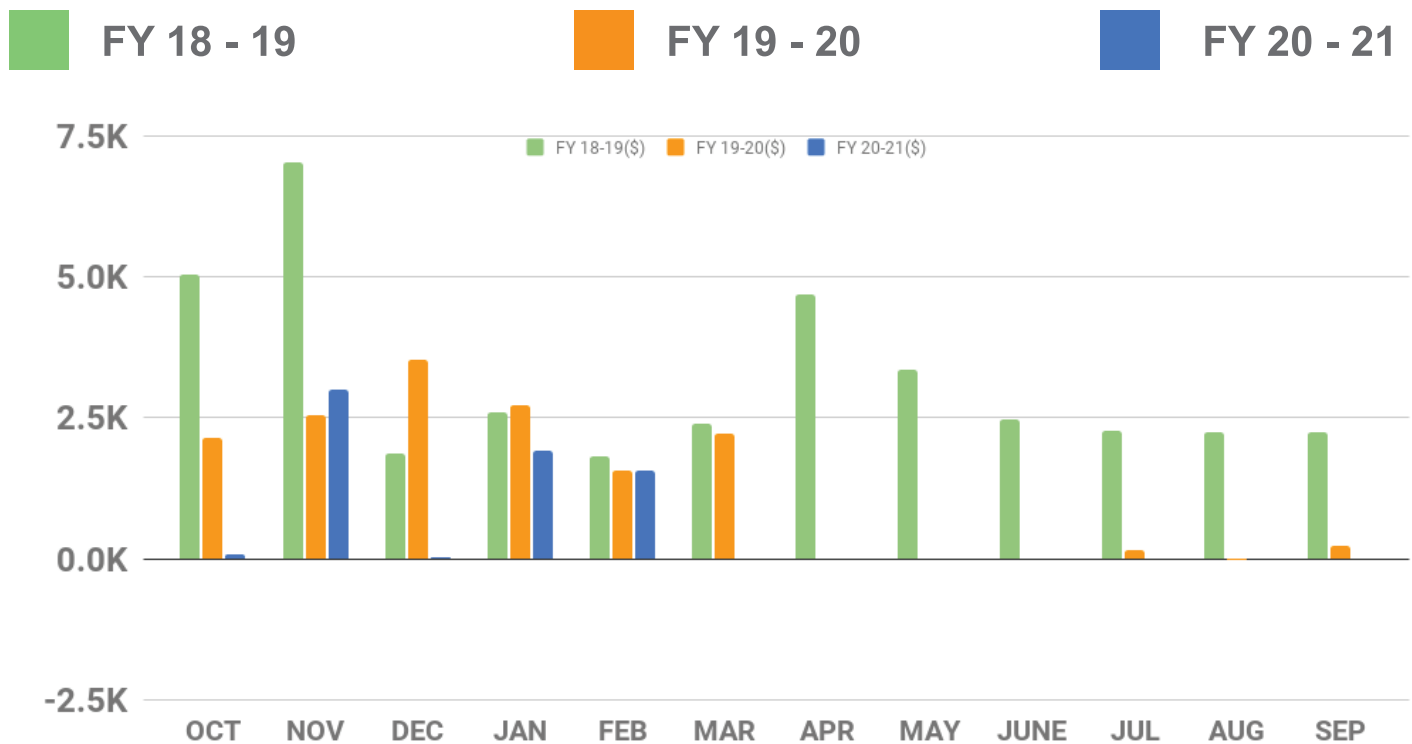
FEE BASED PROGRAM REVENUE BY MONTH

3 fiscal years



FACILITY REVENUE BY MONTH

3 fiscal years



Rockwall Police Department

Monthly Activity Report

February-2021

ACTIVITY	CURRENT MONTH FEBRUARY	PREVIOUS MONTH JANUARY	YTD 2021	YTD 2020	YTD % CHANGE
----------	----------------------------------	----------------------------------	---------------------	---------------------	-------------------------

PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	0	0.00%
Sexual Assault	0	5	5	0	500.00%
Robbery	1	0	1	4	-75.00%
Aggravated Assault	4	3	7	3	133.33%
Burglary	7	3	10	15	-33.33%
Larceny	40	60	100	112	-10.71%
Motor Vehicle Theft	3	7	10	14	-28.57%
TOTAL PART I	55	78	133	148	-10.14%
TOTAL PART II	109	133	242	242	0.00%
TOTAL OFFENSES	164	211	375	390	-3.85%

ADDITIONAL STATISTICS

FAMILY VIOLENCE	14	14	28	21	33.33%
D.W.I.	15	20	35	38	-7.89%

ARRESTS

FELONY	29	15	44	59	-25.42%
MISDEMEANOR	36	58	94	108	-12.96%
WARRANT ARREST	5	6	11	26	-57.69%
JUVENILE	2	3	5	23	-78.26%
TOTAL ARRESTS	72	82	154	216	-28.70%

DISPATCH

CALLS FOR SERVICE	1817	1805	3622	2848	27.18%
-------------------	------	------	------	------	--------

ACCIDENTS

INJURY	2	8	10	13	-23.08%
NON-INJURY	62	48	110	127	-13.39%
FATALITY	0	0	0	0	0.00%
TOTAL	64	56	120	140	-14.29%

FALSE ALARMS

RESIDENT ALARMS	36	31	67	94	-28.72%
BUSINESS ALARMS	150	134	284	207	37.20%
TOTAL FALSE ALARMS	186	165	351	301	16.61%
Estimated Lost Hours	122.76	108.9	231.66	198.66	16.61%
Estimated Cost	\$2,920.20	\$2,590.50	\$5,510.70	\$4,725.70	16.61%

ROCKWALL NARCOTICS UNIT

Number of Cases	3
Arrests	2
Arrest Warrants	
Search Warrants	
Seized	
Cocaine	8kg
Methamphetamine	255g

Rockwall Police Department

Dispatch and Response Times

February 2021

Police Department

Average Response Time

Priority 1

Call to Dispatch	0:01:12
Call to Arrival	0:05:36
% over 7 minutes	25%

Number of Calls **114**

Average Response Time

Priority 2

Call to Dispatch	0:02:35
Call to Arrival	0:10:03
% over 7 minutes	18%

Number of Calls **582**

Average Response Time

Priority 3

Call to Dispatch	0:03:11
Call to Arrival	0:09:54
% over 7 minutes	44%

Number of Calls **54**

Average dispatch response time goals are as follows:

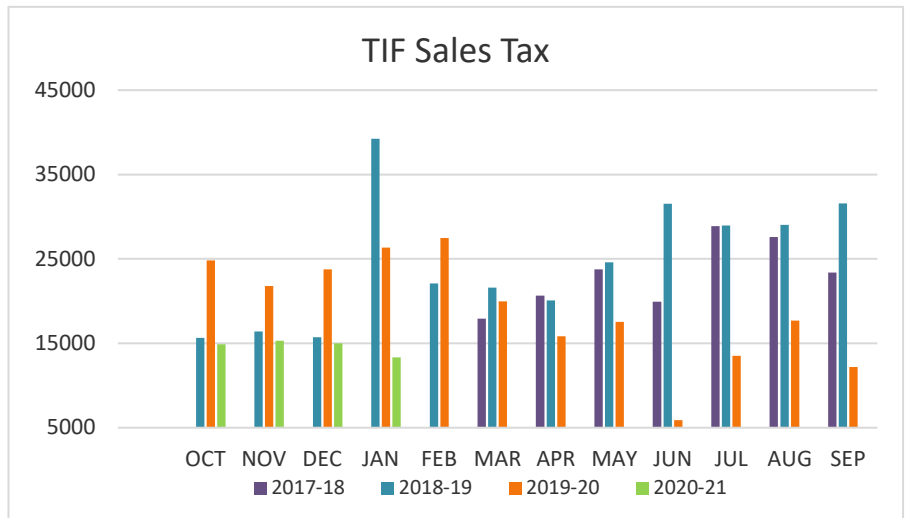
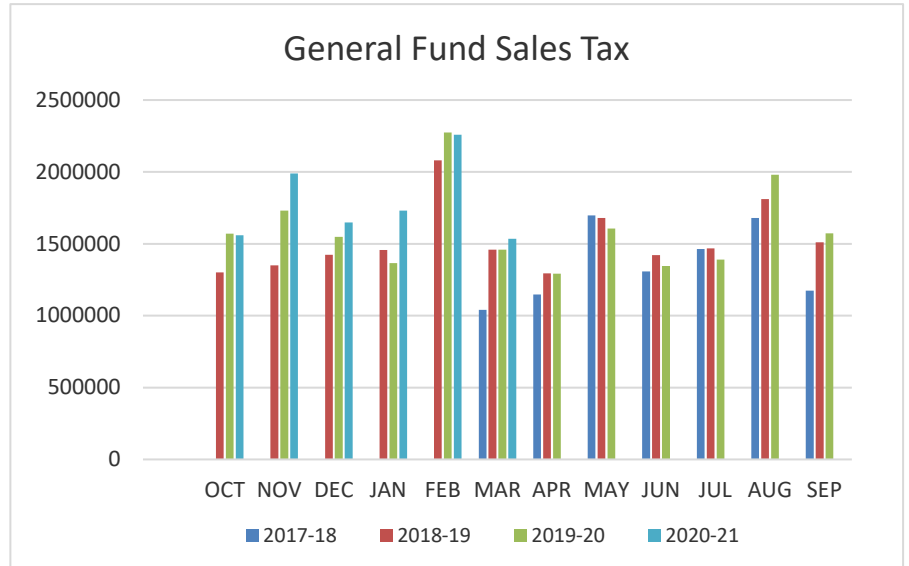
Priority 1: 1 Minute

Priority 2: 1 Minute, 30 Seconds

Priority 3: 3 Minutes

Sales Tax Collections - Rolling 36 Months

	<u>General Fund</u> Sales Tax	<u>TIF</u> Sales Tax
Mar-18	1,039,380	17,922
Apr-18	1,146,873	20,655
May-18	1,697,970	23,752
Jun-18	1,308,372	19,941
Jul-18	1,463,243	28,867
Aug-18	1,679,728	27,594
Sep-18	1,174,074	23,370
Oct-18	1,301,342	15,641
Nov-18	1,349,253	16,403
Dec-18	1,423,386	15,708
Jan-19	1,457,584	39,247
Feb-19	2,080,043	22,109
Mar-19	1,459,018	21,606
Apr-19	1,293,524	20,077
May-19	1,679,076	24,582
Jun-19	1,420,483	31,523
Jul-19	1,467,376	28,951
Aug-19	1,810,970	29,022
Sep-19	1,478,622	31,577
Oct-19	1,565,868	24,818
Nov-19	1,730,541	21,787
Dec-19	1,547,746	23,781
Jan-20	1,365,040	26,330
Feb-20	2,273,520	27,472
Mar-20	1,458,193	19,955
Apr-20	1,292,639	15,829
May-20	1,605,986	17,538
Jun-20	1,345,598	5,881
Jul-20	1,376,026	13,529
Aug-20	1,979,539	17,706
Sep-20	1,573,352	12,179
Oct-20	1,558,570	14,888
Nov-20	1,989,955	15,299
Dec-20	1,649,274	14,994
Jan-21	1,731,705	13,341
Feb-21	2,259,713	pending



Notes:
 75% of total sales tax collected is deposited to the General Fund each month
 Comptroller tracks sales tax generated in the TIF and reports it monthly
 75% of TIF sales tax (city share) is pledged to the TIF

Monthly Water Consumption - Rolling 27 Months

	<u>Total Gallons</u>	<u>Daily Average</u>	<u>Maximum Day</u>
Nov-18	194,498,356	6,483,279	7,438,044
Dec-18	186,450,313	6,014,526	7,818,894
Jan-19	222,027,420	7,162,175	13,160,330
Feb-19	166,796,311	5,957,011	7,181,853
Mar-19	216,172,991	6,973,323	8,899,546
Apr-19	230,304,224	7,676,809	9,546,692
May-19	246,447,588	7,949,923	10,806,480
Jun-19	273,477,588	9,115,919	12,818,660
Jul-19	479,403,830	15,464,640	19,686,560
Aug-19	557,577,730	17,986,380	20,877,020
Sep-19	480,076,300	16,002,544	19,898,562
Oct-19	377,192,895	12,167,513	17,708,812
Nov-19	237,328,307	7,910,944	9,218,867
Dec-19	229,083,044	7,389,776	8,396,266
Jan-20	215,978,847	6,967,060	8,691,306
Feb-20	196,611,134	6,779,695	7,579,604
Mar-20	197,281,791	6,363,929	8,569,168
Apr-20	226,508,245	7,550,275	10,263,848
May-20	317,650,425	10,246,788	13,193,218
Jun-20	455,022,410	15,167,411	20,100,668
Jul-20	511,667,880	16,505,415	20,073,454
Aug-20	590,693,550	19,054,630	22,031,522
Sep-20	363,112,688	12,103,756	14,870,959
Oct-20	397,801,934	12,832,320	15,751,199
Nov-20	295,091,494	9,836,383	11,452,738
Dec-20	179,571,968	7,371,629	8,653,526
Jan-21	157,800,928	6,718,182	7,179,987
Feb-21	199,821,312	8,288,901	17,044,360

Source: SCADA Monthly Reports generated at the Water Pump Stations

