

ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, October 03, 2022 - 5:30 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 Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development).

III. Adjourn Executive Session

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

V. Invocation and Pledge of Allegiance - Councilmember Moeller

VI. 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 kteague@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.

VII. Take any Action as a Result of Executive Session

VIII. 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 September 19, 2022 regular city council meeting, and take any action necessary.
2. **22022-039** - Consider a request by Brian Cramer of Corson Cramer Development on behalf of Scott Asbury of Rockwall Highgate LTD for the approval of an **ordinance** for a Zoning Change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District and Commercial (C) District land uses on a 264.510-acre tract of land identified as Tracts 17-13 [50.0-acres], 17-14 [26.452-acres], 17-15 [134.33-acres], 17-16 [43.6-acres], & 40-8 [8.79-acres] of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, located on the east side of SH-205 (S. Goliad Street) south of the intersection of SH-205 and FM-549, and take any action necessary **(2nd Reading)**.
3. **22022-041** - Consider a request by Renee Ward, PE of Weir & Associates, Inc. on behalf of Conor Keilty, AIA of Structured REA-Rockwall Land, LLC for the approval of an **ordinance** for a Specific Use Permit (SUP) for a Golf Driving Range on an 7.955-acre tract of land being portions of a larger 18.131-acre tract of land and a 12.868-acre tract of land identified as Tract 22 & 22-2 of the R. Irvine Survey, Abstract No. 120, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, generally located near the terminus of Fit Sport Life Boulevard, and take any action necessary **(2nd Reading)**.

4. **Z2022-042** - Consider a request by Bowen Hendrix of DuWest Realty, LLC for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for a *Restaurant with 2,000 SF or more with a Drive-Through or Drive-In* on an 8.684-acre portion of a larger 36.428-acre tract of land identified as Tract 3 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, being zoned Planned Development District 70 (PD-70) for limited General Retail (GR) District land uses, situated within the North SH-205 Overlay (*N. SH-205 OV*) District, generally located at the northeast corner of the intersection of E. Quail Run Road and N. Goliad Street [*SH-205*], and take any action necessary **(2nd Reading)**.
5. **Z2022-043** - Consider approval of an **ordinance** for a *Text Amendment* to Article 09, *Tree Preservation*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*], and take any action necessary **(2nd Reading)**.
6. **P2022-050** - Consider a request by the City of Rockwall for the approval of a *Final Plat* for Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition being a 5.812-acre tract of land identified as Tract 9 of the M. B. Jones Survey, Abstract No. 122, Rockwall County, Texas, zoned General Retail (GR) District, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, located at the southwest corner of the intersection of John King Boulevard and FM-1141, and take any action necessary.
7. Consider authorizing the City Manager to execute contracts with Custard Construction Services for facility improvements at City Hall in the amount of \$77,232.47 and at the Municipal Service Center in the amount of \$399,490.56, to be funded out of the Internal Operations Department Operating Budget, and take any action necessary.
8. Consider approval of a recommendation from the Hotel Occupancy Tax (HOT) Subcommittee regarding funding for the 2022 Pastor's Conference in the amount of \$5,500, including authorizing the City Manager to execute associated funding arrangements, and take any action necessary.
9. Consider approval of a resolution denying Oncor Electric Delivery Company LLC's application to change rates within the City of Rockwall; approving cooperation with the Steering Committee of Cities Served by Oncor to negotiate with Oncor on the City's behalf, and take any action necessary.
10. Consider awarding a bid to Siddons-Martin Pierce for a new (Fire Department) Aerial Ladder Truck in the amount of \$1,701,000 and a new Brush Truck to Cavender Grande Ford in the amount of \$298,000, to be funded by General Fund Reserves, including authorizing the City Manager to execute associated purchase order(s) for the trucks and related, loose equipment, and take any action necessary.
11. Consider awarding bids to Caldwell Country Chevrolet and Rockdale Country Ford for the purchase of model year 2023-24 vehicles for a total amount of \$1,054,340, including authorizing the City Manager to execute associated purchase orders, and take any action necessary.
12. Consider authorizing the City Manager to execute an Interlocal Cooperative Agreement between the City of Rockwall and STAR Transit for transportation services for fiscal year 2023 in the amount of \$114,400 to be funded by the Administration Department Operating Budget, and take any action necessary.
13. Consider authorizing the City Manager to execute an agreement with Meals on Wheels Senior Services for certain nutritional and senior service programs for fiscal year 2023 in the amount of \$45,000 to be funded from the Administration Department Operating Budget, and take any action necessary.
14. Consider authorizing the City Manager to execute a grant agreement with the Texas Department of Transportation Aviation Division for participation in the Routine Airport Maintenance Program (RAMP) at the Ralph M. Hall / Rockwall Municipal Airport, with matching funds for the grant to be provided by the Airport Operating Budget, and take any action necessary.

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

1. Building Inspections Department Monthly Report - August 2022
2. Fire Department Monthly Report - August 2022
3. Parks & Recreation Department Monthly Report - August 2022

4. Police Department Monthly Report - August 2022

5. Sales Tax Historical Comparison

6. Water Consumption Historical Statistics

X. 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 Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development).

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

XII. 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 Teague, 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 30th day of Sept., 2022 at 4:00 p.m. and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kristy Teague, City Secretary
or Margaret Delaney, Asst. to the City Sect.

Date Removed

**ROCKWALL CITY COUNCIL REGULAR MEETING
Monday, September 19, 2022 - 5:00 PM
City Hall Council Chambers - 385 Goliad St., Rockwall, TX 75087**

I. CALL PUBLIC MEETING TO ORDER

Mayor Fowler called the public meeting to order at 5:00 p.m. Present were Mayor Kevin Fowler, Mayor Pro Tem Trace Johannesen, and City Council Members Clarence Jorif, Dana Macalik, Anna Campbell, Bennie Daniels, and Mark Moeller. Also present were City Manager Mary Smith, Assistant City Manager Joey Boyd and City Attorney Frank Garza.

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 (re)appointments to city regulatory boards and commissions, pursuant to Section, §551.074 (Personnel Matters).
2. Discussion regarding Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development).
3. Discussion regarding possible purchase of real property in the vicinity of SH-205, generally located near Mims Road, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).

III. ADJOURN EXECUTIVE SESSION

Council adjourned from Ex. Session at 5:35 p.m.

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

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

V. INVOCATION AND PLEDGE OF ALLEGIANCE - COUNCILMEMBER DANIELS

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

VI. PROCLAMATIONS / AWARDS / RECOGNITIONS

1. Introduction of 2022-2023 Youth Advisory Council (YAC) students

The following YAC students were present and introduced themselves.

Student's Name	Grade, School
Jaxson Stuart	Senior, RHS
Maddoc Johnson	Junior, RHS
Emily Nielsen	Junior, RHS
Bethellen McReynolds	Freshman, RHS
Kaylen Pruitt	Sophomore, RHS
Miriam Gamez	Junior, RHS
Payton Larson	Junior, RHS
Contessa Barron	Sophomore, RHS

Morgan Crosby	Senior, RHS
Karmen Fumey-Nassah	Senior, RHHS
James Martinez	Junior, RHHS
Keaton Steen	Sophomore, RHHS

2. Constitution Week

Mayor Fowler called forth several members of the local chapter of the Daughters of the American Revolution (DAR) organization. Each of the guests went on to introduce themselves and briefly tell about the organization. Marilyn King, one of the DAR representatives in attendance, briefly recognized a few veterans, including Police Chief Ed Fowler, Councilmember Clarence Jorif and Mayor Pro Tem Trace Johannesen. Mayor Fowler then read and presented the proclamation for “Constitution Week.”

3. Presentation of Life-Saving Awards - Rockwall Police Department

- Officer Kristopher Adair - Life Saving Award
- Officer Clayton Lamb - Life Saving Award
- Officer Dylan Sparks - Life Saving Award
- Officer Mitchell Attaway - Life Saving Award
- Sergeant James Watson - Life Saving Award

Each officer was called forth and recognized for heroic acts they performed that resulted in saving human lives while responding to emergency calls for service.

4. Presentation of Life-Saving Awards - Rockwall Fire Department Engine 01 'Shift'

- Captain Rodney Caudle - Life Saving Award
- Driver Engineer Jacob Farrell - Life Saving Award
- Firefighter Garrett Green - Life Saving Award

Each officer was called forth and recognized for heroic acts they performed that resulted in saving human lives while responding to emergency calls for service.

VII. OPEN FORUM

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

VIII. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

Mayor Pro Tem Johannesen moved to approve a 380 agreement with Columbia Hospital for an acute care hospital to be located in Rockwall. Councilmember Jorif seconded the motion, which passed unanimously of those present (7 ayes to 0 nays).

Regarding the city’s Animal Adoption Center/Shelter Advisory Board, Councilmember Moeller moved to appoint Herman Hudson (replacing Steve Albers for a term through August of 2024). Councilmember Macalik seconded the motion, which passed unanimously of those present (7 ayes to 0 nays).

IX. CONSENT AGENDA

1. Consider approval of the minutes from the September 6, 2022 regular city council meeting, and take any action necessary.
2. Consider approval of a resolution affirming the city's investment policy, and take an action necessary.
3. Consider authorizing the City Manager to execute an Interlocal Agreement with Rockwall Independent School District for School Resource Officer services for school calendar year 2022-2023, and take any action necessary. (Note: updated amount from ILA previously approved by Council on 08/15/22).
4. Consider authorizing the City Manager to execute a professional engineering services contract with Cardinal Strategies Engineering Services, LLP to perform a drainage study for Bass Road in an amount not to exceed \$31,600.00, to be funded out of the Engineering Consulting budget, and take any action necessary.
5. Consider authorizing the City Manager to execute a professional engineering services contract with Birkhoff, Hendricks, and Carter, L.L.P. to perform professional engineering for the Squabble Creek Wastewater Treatment Plant Decommissioning Project in an amount not to exceed \$45,100.00, to be funded out of the Water and Sewer Fund, and take any action necessary.
6. Consider authorizing the City Manager to execute an amendment to the current professional engineering services contract with Birkhoff, Hendricks, and Carter, L.L.P. in the amount of \$294,800.00 to expand the original scope and design of the Little Buffalo Creek & Lake Rockwall Estates Sanitary Sewer contract, and take any action necessary.
7. Consider authorizing the City Manager to execute a professional engineering services contract with Freese and Nichols to perform an evaluation of the Village Drive bridge in an amount not to exceed \$89,110.00, to be funded out of the Engineering Consulting budget, and take any action necessary.
8. **P2022-012** - Consider a request by the City of Rockwall for the approval of a Final Plat for Lots 1, 2, & 3, Block A, Arkoma Addition being a 2.90-acre parcel of land being a portion of a larger 11.723-acre tract of land identified as Tract 5 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, Planned Development District 65 (PD-65) for Single-Family 10 (SF-10) District land uses, addressed as 228, 302, & 306 W. Quail Run Road, and take any action necessary.
9. **P2022-037** - Consider a request by Humberto Johnson, Jr. of the Skorburg Company on behalf of Larry Hance of R & R Investments for the approval of a Preliminary Plat for the Quail Hollow Subdivision consisting of 250 single-family residential lots on a 85.63-acre tract of land identified as Tracts 2-01, 2-04, 2-05 & 2-06 of the P. B. Harrison Survey, Abstract No. 97, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 96 (PD-96) for Single-Family 10 (SF-10) District land uses, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, generally located at the southeast corner of the intersection of Hays Road and John King Boulevard, and take any action necessary.
10. **P2022-039** - Consider a request by Humberto Johnson, Jr. of the Skorburg Company on behalf of Larry Hance of R & R Investments for the approval of a Master Plat for the Quail Hollow Subdivision consisting of 250 single-family residential lots on a 85.63-acre tract of land identified as Tracts 2-01, 2-04, 2-05 & 2-06 of the P. B. Harrison Survey, Abstract No. 97, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 96 (PD-96) for Single-Family 10 (SF-10) District land uses, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, generally located at the southeast corner of the intersection of Hays Road and John King Boulevard, and take any action necessary.
11. **P2022-041** - Consider a request by Wayne Terry of R-Delta Engineers, Inc. on behalf of Stephen Geiger of Rayburn Country Electric Cooperation for the approval of a Preliminary Plat for Lots 1-4, Block A, REC Campus Addition being a 99.849-acre tract of land identified as a Lots 6-9, Block 1, Rayburn Country Addition and Tract 3 of the W. H. Barnes Survey, Abstract No. 26, City of Rockwall, Rockwall County, Texas, zoned Heavy Commercial (HC) and Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, located at the northwest corner of the intersection of S. Goliad Street [SH-205] and Mims Road, and take any action necessary.
12. **P2022-042** - Consider a request by Meredith Joyce of Michael Joyce Properties on behalf of Peter H. Shaddock, Jr. of SH Dev Klutts Rockwall, LLC for the approval of a Preliminary Plat for the Homestead Subdivision being a 196.009-acre tract of land identified as Tract 6 of the J. A. Ramsey Survey, Abstract No. 186, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 92 (PD-92), generally located at the northeast corner of the intersection of FM-549 and FM-1139, and take any action necessary.

- 13. P2022-043** - Consider a request by Meredith Joyce of Michael Joyce Properties on behalf of Peter H. Shaddock, Jr. of SH Dev Klutts Rockwall, LLC for the approval of a Master Plat for the Homestead Subdivision being a 196.009-acre tract of land identified as Tract 6 of the J. A. Ramsey Survey, Abstract No. 186, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 92 (PD-92), generally located at the northeast corner of the intersection of FM-549 and FM-1139, and take any action necessary.

Mayor Fowler removed item #3 for further discussion. Mayor Pro Tem Johannesen then moved to approve the remaining Consent Agenda Items (#s 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13), as presented. Councilmember Campbell seconded the motion, which passed unanimously of those present (7 ayes to 0 nays).

Councilmember Jorif moved to approve Consent Agenda item #3. Councilmember Moeller seconded the motion, which passed by a vote of 6 ayes with 1 abstention (Campbell).

X. APPOINTMENT ITEMS

1. Appointment with Lorna and Mark Kipphut to hear information on the "D Day for V Day" program, a joint effort between the Terry Fisher American Legion Post 117 and Dr. Stan Lowrance (local dentist) to provide dental services to any local veteran, and take any action necessary.

Mayor Pro Tem Johannesen spoke during this item, indicating that he is a part of the local chapter of the American Legion, The Terry Fisher Post. He went on to share details about this event, as follows: It is a program called "Dental Day for Veteran's Day" or "D Day for V Day," and it was spearheaded by local dentist, Dr. Stan Lowrance as a way to give back to the community, specifically veterans who have served. It began in 2017 but was not held in 2020 due to COVID. He explained that the VA only offers dental care for veterans who meet their service connected disability, which leaves many veterans without dental care. So, Dr. Lowrance saw this as a way of thanking veterans for guaranteeing his freedom. Many veterans cannot afford dental care, and the goal of the American Legion is to enhance the well-being of America's veterans, their families, our military, and our communities by our devotion to mutual helpfulness. The American Legion's vision statement is "The American Legion: Veterans Strengthening America."

Since 2017, Dr. Lowrance's program has seen several hundred patients, and the goal for 2022 is to see 100 patients in a single day, which would beat the previous record of around 90. This year's D Day for V Day will be on 11/11/22 all day (8 AM – 4 PM). There will be teams of dentists and technicians on hand to serve, providing free treatment consisting of an exam, followed by a cleaning or "front line procedure" (extractions or fillings). Appointments opened on 09/13/22, and interested veteran's may call 520-609-4145 to schedule an appointment.

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

Sedric Thomas, Chairman of the city's P&Z Commission came forth and briefed the Council on recommendations of the Commission regarding planning-related items on tonight's agenda. The Council took no action following Mr. Thomas' comments.

XI. PUBLIC HEARING ITEMS

1. **Z2022-039** - Hold a public hearing to discuss and consider a request by Brian Cramer of Corson Cramer Development on behalf of Scott Asbury of Rockwall Highgate LTD for the approval of an **ordinance** for a Zoning Change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District and Commercial (C) District land uses on a 264.510-acre tract of land identified as Tracts 17-13 [50.0-acres], 17-14 [26.452-acres], 17-15 [134.33-acres], 17-16 [43.6-acres], & 40-8 [8.79-acres] of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, located on the east side of SH-205 (S. Goliad Street) south of the intersection of SH-205 and FM-549, and take any action necessary (**1st Reading**).

Planning Director, Ryan Miller provided background information related to this agenda item. The concept plan shows that the 264.51-acre subject property will incorporate commercial and residential land uses. This includes 28.40-acres of land dedicated to limited Commercial (C) District land uses and 236.11-acres consisting of 384 residential lots, a public park, and open space. The proposed 384 single-family residential lots will consist of five (5) lot types: [1] 43 Type 'A' lots that are a minimum of 130' x 240', [2] 26 Type 'B' lots that are a minimum of 110' x 190', [3] 66 Type 'C' lots that are a minimum of 80' x 115', [4] 43 Type 'D' lots that are a minimum of 80' x 110', and [5] 206 Type 'E' lots that are a minimum of 62' x 110'. Staff should note that the proposed 384-lots represent a 106-lot reduction from the concept plan proposed with Case No. Z2022-028, this translates to a gross density of 1.45 dwelling units per acre for the total proposed development (i.e. 1.63 dwelling units per acre less the 28.40-acre tract of land designated for commercial). The minimum dwelling unit size (i.e. air-condition space) will range from 2,200 SF to 3,800 SF. With regard to the proposed housing product, staff has incorporated anti-monotony and masonry standards into the proposed Planned Development District ordinance. Specifically, the ordinance will require a minimum of 90% masonry (with a minimum of 85% masonry on each façade), and be subject to the City's upgraded anti-monotony standards; however, the Planned Development District ordinance will also incorporate provisions that allow up to 80% cementitious fiberboard utilized in a horizontal lap-siding, board-and-batten siding, or decorative pattern to allow a more Traditional Neighborhood Design product (also referred to as Gingerbread). The proposed subdivision will be subject to the land uses and density and dimensional requirements stipulated for properties within a Single-Family 10 (SF-10) District unless otherwise specified in the Planned Development District ordinance. The subject property is generally located between FM-549, SH-205 (S. Goliad Street), Travis Lane, and Wylie Lane. The proposed concept plan shows that the development will consist of 25.40-acres of private open space, a 1.30-acre amenity center, and a 11.60-acre public park.

Forty-one notices were sent out by staff to property owners and residents located within 500' of the subject property. In addition, the one nearby homeowner's association was notified. One notification was received back in favor, one email was received in favor, and 10 notifications were received in opposition. Because of the number of opposing notifications received (over 20% from within 200' of the subject property), any approval of this request by Council will require a $\frac{3}{4}$ majority vote in order for it to actually pass. The P&Z Commission did previously review this case and has recommended approval of the zoning change by a vote of 6 to 0 (with Commissioner Welch being absent).

Mayor Fowler then called forth the applicant, Larry Corson, to speak. Mr. Corson then briefed Council on past history associated with this proposed, residential subdivision. He went on to give a slide presentation to Council, providing more in-depth information on what he is now proposing associated with this residential subdivision development.

Mayor Fowler dismissed the YAC students from the meeting at this point.

Mayor Fowler then opened the Public Hearing, asking that speakers please limit their comments to three (3) three minutes.

Joan Haddock
155 Willowcrest
Rockwall, TX

Mrs. Haddock came forth and shared that she and her husband live directly across the road from where this residential development is proposed to be built. They both are strongly opposed to this development since they believe the density is too high and the lots are too small. Furthermore, they believe that the way in

which the city current calculates density is flawed and needs to be changed in order to better manage growth. She urged the Council to deny this request.

Dale and Bretta Price
453 Cullins Road
Rockwall, TX

Mr. and Mrs. Price came forth and shared that they live just to the southwest of this property, and they are opposed to approval of this proposed subdivision. Mr. Price indicated that one reason they are opposed to this development is because of run-off and drainage-related concerns. On their own property, they have about two acres that are unusable because they constantly stay wet and never dry out, even in the summer. Mrs. Price shared that she has concerns about the SF-10 designation, as she wonders what will happen if it turns out that the developer ends up not being able to financially afford to do this. She believes that it could end up that homes will be allowed to be built on 10,000 square foot lots, and that is why she has an issue with this.

Cody Barrick
5459 S. FM-549
Rockwall, TX

Mr. Barrick came forth and expressed that he and his wife live on 12.5 acres adjacent to this property, and their property is utilized for equestrian activities. He went on to share that he has density-related concerns, especially relative to the existing, surrounding area. He appreciates the city council and developer encouraging and participating in negotiations with surrounding land owners. He is happy to see the proposed trees and berms, and he appreciates a cul-de-sac being incorporated over near his property. He would also like to see one additional cul-de-sac added back into the plan.

Susan Langdon
5050 Bear Claw Lane
Rockwall, TX

Ms. Langdon came forth and thanked Council, expressing that she recognizes Council will need to make a decision this evening, and she knows that not everyone will be happy with whatever decision is made. She stated that the city's "Consent Agenda" this evening collectively had 740 new households on it, and this particular property has 384 new ones. She acknowledges that a lot of new development is going on within the city. She hopes the Council will support neighbors who want to see larger half and one acre lots. She generally expressed gratitude for the developer working with the existing, surrounding land / homeowners to come to an agreeable compromise. She is in support of this request at this time and will appreciate seeing less 'postage stamp' type homes and developments in the future.

Tim McCallum
5140 Standing Oak
Rockwall, TX

Mr. McCallum came forth and shared that he is a former city council member, and he is the current President of the Oaks of Buffalo Way subdivision. Mr. McCallum shared that the city previously annexed this property so that it could have input regarding what would end up being developed on this land. Mr. McCallum shared that the developer's original proposal was generally not acceptable to the surrounding neighbors. The developer then went back and worked with the community/the neighbors, and he re-worked the plan and what he was proposing. What resulted is notably lower density – less homes, on larger lots, with larger home

sizes. He believes that what is being proposed now is much more in-line with existing, surrounding residential homes. He then made comments about the proposed lot sizes, configuration of the proposed lots, and the location of the proposed cul-de-sacs. He believes that this proposal is likely the best that the neighbors will ever get on this particular piece of property. They started out with a proposal for more than 700 homes, and this current proposal is for less than 400 homes. He thanked the developer for working with the neighbors, revising his plan, and putting forth a proposal that is much better for everyone.

Mr. Bob Wacker
309 Featherstone
Rockwall, TX

Mr. Wacker shared that the previous developer had asked him to take his drone and a photo stick and take photos of the effect of a berm. He indicated that berms are really effective and can really work well for properties.

There being no one else wishing to come forth and speak, Mayor Fowler then closed the Public Hearing.

Councilmember Jorif asked for clarification on why the developer was originally asked by staff to remove the proposed cul-de-sacs. Mr. Miller went on to share numerous reasons why the city has generally moved away from incorporating cul-de-sacs into residential developments. Jorif asked who is footing the bill related to construction of water and sewer infrastructure. The applicant indicated that he (the developer) is paying those costs. Jorif acknowledged that the estimated completion of TXDOT's SH-205 roadway improvements will coincide well with the estimated timeline associated with when the homes will actually be built.

Councilmember Daniels asked for the city's current standards to be honored as far as 'density' is concerned. Mr. Miller went on to share that the applicant is meeting those standards, and the density does conform to the city's 2040 Comprehensive Development Plan. Mr. Miller explained what a "Planned Development" is and how it stipulates the minimum lot sizes and how those are tied to the developer's concept plan, indicating that the developer can always build larger lots/larger homes, but he cannot ever build smaller ones. Councilmember Daniels shared that he understands the surrounding neighbors want as much open space as possible and that there is a lot of opposition. He pointed out that the developer started out proposing many more homes, and they are now proposing under 400 homes. He encouraged those in opposition to look into the future and consider what else neighbors could possibly end up with if a different developer perhaps came in and was not willing to work with surrounding property owners to compromise and put forth a proposal that can be mutually agreed upon.

Mayor Fowler asked how the city 'ties down' a developer's proposal to ensure that a concept plan is adhered to, regardless of if the property sells and changes hands from this developer to a different one. Mr. Miller went on to share how a concept plan that Council approves stays in place, regardless of if the property sells or if the owner changes his mind and really wants to build something that varies from what Council approves. He shared that it is called a 'concept plan' because 'engineering work' has not yet been done on it; however, it does 'tie down' the number, size, and configuration of the lots. Sometimes, after engineering work is done, a developer actually ends up losing lots because they find out it does not work, but they do not gain any lots.

Mayor Pro Tem Johannesen shared that many of the concerns he read in emails seem to have been discussed and addressed this evening. Regarding the topic of schools, the school district estimates .4 students per rooftop. The city is limited in what it can do related to the roadways and associated traffic concerns, as it is a TXDOT roadway; however, it sounds like the TXDOT timeline associated with adjacent roadway improvements (FM-549 and SH-205) coincides well with the developer's timeline. Indication was given that the developer will not be allowed to increase the drainage off of their site or change the drainage patterns.

Councilmember Moeller commented that he appreciates everything the developer has done to work with the neighbors and improve upon what he originally brought forth. Moeller went on to share that he personally has concerns about the number of small lots being proposed, even still. He wonders if it is possible to reconfigure the lots in order to further increase lot sizes on some of the smaller ones. Moeller is concerned that, even though the city's anti-monotony standards will try and ensure that the look and feel of the homes varies, there still may be some monotony. He believes that having more anti-monotony on the lot sizes themselves will enhance the neighborhood. The developer briefly addressed his efforts to incorporate as much variety as possible.

Councilmember Macalik commended the developer for listening to the neighbor's concerns and taking their concerns into consideration. She understands not everyone will be happy with the decision made this evening; however, as a whole, the City of Rockwall is going to 'win' with a development like this. She thanked the developer for addressing the density situation, and she believes that a high-quality product will result.

Mayor Pro Tem Johannesen moved to approve Z2022-039. Councilmember Daniels seconded the motion. The ordinance caption was then read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 22-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 10 (SF-10) DISTRICT AND COMMERCIAL (C) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 264.510-ACRE TRACT OF LAND IDENTIFIED AS TRACTS 17-13, 17-14, 17-15, 17-16 & 40-8 OF THE W. W. FORD SURVEY, ABSTRACT NO. 80, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY *EXHIBIT 'A'* AND DEPICTED HEREIN BY *EXHIBIT 'B'*; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

- 2. **Z2022-040** - Hold a public hearing to discuss and consider a request by Monica Hernandez and Richard Crossley for the approval of an ordinance for a *Specific Use Permit (SUP)* for a *Guest Quarters/Secondary Living Unit and Detached Garage* on a 1.4945-acre parcel of land identified as Lot 2, Block A, Oaks of Buffalo Way Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family Estate 1.5 (SFE-1.5) District, addressed as 2175 Arrowhead Court, and take any action necessary (**1st Reading**).

Planning Director, Ryan Miller, provided background information related to this agenda item. The applicant's home is located within the Oaks of Buffalo Way subdivision. He would like to construct a 4,230 square foot detached garage/guest quarters that consists of 3,480 sq. feet of enclosed space and about 750 square feet of outdoor living space. He generally explained that the size of the proposal exceeds the city's current limits by 2,790 square feet. So its approval will require that the Council approve a Specific Use Permit. He went on to point out that the original drawings for this case included not only a living area but also a kitchen and bathroom. So staff requested an updated floor plan removing the kitchen, but the applicant has not provided that so far. Staff found only two structures of this kind within the subdivision that are in excess of 1,000 square feet with the largest being 1,886 square feet (which is right next door to this applicant's property).

The city's Planning & Zoning Commission did unanimously recommend denial of this case. So, any approval of this case by the City Council this evening will require a $\frac{3}{4}$, super majority vote of Council in order for it to be approved (6 of the 7 council members must vote in favor). Nineteen notices were sent out to property owners / residents within 500' of the subject property. Three were received back in favor, and one was received back in opposition. In addition, the one HOA was also notified.

Mayor Fowler called for the applicant, Monica Hernandez. Ms. Hernandez shared that she is speaking on behalf of the applicant, who is willing to remove the kitchen area. She explained he wants to construct this structure in order to house his various cars (essentially it will be utilized as a garage, not as a 'secondary living quarters').

Mayor Fowler opened the public hearing, asking if anyone would like to come forth and speak. The owner then came forth and provided comments to Council regarding his proposed, detached garage. He stated that there are other, existing homes in the neighborhood who also have large, detached structures that actually do have dwelling units inside of them. He understands that what he is proposing is large, but a good deal of the square footage is for a grilling area. He prefers to not remove the grilling area. His neighbor's structure is about 2,000 square feet, and it has a bathroom in it. His neighbor does not utilize his for a 'dwelling unit' – it actually only contains cars too.

Mayor Fowler asked if anyone wants to speak during this public hearing.

Jack Livingston
2235 Arrowhead Court
Rockwall, TX

Mr. Livingston came forth and shared that he is the next door neighbor of the applicant, and he has a 2k square foot garage that actually has a bathroom in it. He uses it for a garage also, and he is in favor of Council approving this request this evening, as he believes it is good for the neighborhood and will help the values.

Councilmember Jorif asked for clarification regarding the size of the proposed structure and how that compares to what the city's standards allow as far as detached garages/secondary living quarters are concerned. Mr. Miller answered those questions.

The applicant came forth again and shared that he is willing to remove the proposed bathroom. Also, the HOA that oversees his subdivision did approve this proposed structure last December. He went on to show the Council an updated drawing that shows a proposal with the bathroom having been removed. The applicant reiterated that there are many 'secondary structures' in existence within this same subdivision that are also extremely large, and he has come with photos and address information of those other structures too.

General discussion ensued pertaining to the proposed size of the structure, including other existing 'secondary' structures in existence within the neighborhood. Councilmember Campbell asked for clarification on the research staff has done related to other, existing secondary structures. Mr. Miller shared that staff found two accessory structures larger than 1,000 square feet – one of which is located on the neighbor's property. Mr. Miller went on to share that this subdivision used to be located outside of the city limits, but it was subsequently annexed. So, prior to annexation, it was not subject to city requirements. The applicant reiterated that he really desires to have this garage approved, and he cannot make it any smaller because then it would not fit all of his cars.

Following the additional discussion, Councilmember Jorif moved to deny Z2022-040. Councilmember Macalik seconded the motion, which passed by a vote of 6 ayes with 1 against (Campbell).

3. **Z2022-041** - Hold a public hearing to discuss and consider a request by Renee Ward, PE of Weir & Associates, Inc. on behalf of Conor Keilty, AIA of Structured REA-Rockwall Land, LLC for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for a *Golf Driving Range* on an 7.955-acre tract of land being portions of a larger 18.131-acre tract of land and a 12.868-acre tract of land identified as Tract 22 & 22-2 of the R. Irvine Survey, Abstract No. 120, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, generally located near the terminus of Fit Sport Life Boulevard, and take any action necessary (**1st Reading**).

Planning Director Ryan Miller provided background information related to this agenda item. The applicant is seeking approval of a Specific Use Permit (SUP) for a Golf Driving Range on an 7.955-acre tract of land being portions of a larger 18.131-acre tract of land and a 12.868-acre tract of land. The applicant's proposal includes construction of an ~74,500 SF, three-story entertainment venue that will consist of Commercial Indoor Amusement, Restaurants, Banquet Facility/Event Hall, and a Golf Driving Range. He went on to explain that notices were sent out to 12 property owners and residents located within 500' of the property. The city has not received any notice replies in return. The Planning & Zoning Commission did recommend approval of this SUP by a vote of 6 to 0 (Welch having been absent).

Mayor Fowler called for the applicant.

Renee Ward of Weir & Associates
2201 E. Lamar Blvd.
Arlington, TX

Ms. Ward indicated she is the civil engineer assigned to this project.

Tony Winkler
637 Calvin Drive
Heath, TX

Mr. Winkler shared that he is the owner.

Mayor Fowler opened the public hearing, asking if anyone would like to come forth and speak; however, no one indicated such, so he closed the Public Hearing.

Mayor Pro Tem Johannesen then moved to approve Z2022-041. Councilmember Macalik seconded the motion. The ordinance caption was read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 22-XX
SPECIFIC USE PERMIT NO. S-XXX**

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, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR A *GOLF DRIVING RANGE* ON A 7.955-ACRE TRACT OF LAND BEING A PORTION OF A LARGER 18.13-ACRE TRACT OF LAND AND A 12.868-ACRE TRACT OF LAND IDENTIFIED AS TRACT 22 & 22-2 OF THE R. IRVINE SURVEY, ABSTRACT NO 120, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING

**FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE;
PROVIDING FOR AN EFFECTIVE DATE.**

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

- 4. Z2022-042** - Hold a public hearing to discuss and consider a request by Bowen Hendrix of DuWest Realty, LLC for the approval of an ordinance for a *Specific Use Permit (SUP)* for a *Restaurant with 2,000 SF or more with a Drive-Through or Drive-In* on an 8.684-acre portion of a larger 36.428-acre tract of land identified as Tract 3 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, being zoned Planned Development District 70 (PD-70) for limited General Retail (GR) District land uses, situated within the North SH-205 Overlay (*N. SH-205 OV*) District, generally located at the northeast corner of the intersection of E. Quail Run Road and N. Goliad Street [*SH-205*], and take any action necessary (**1st Reading**).

Planning Director, Ryan Miller provided background information related to this agenda item. This is located near the northeast intersection of SH-205 and Quail Run next to the existing CVS. This is part of a mixed use Planned Development District that allows for limited General Retail District land uses. Back in January of 2022, the applicant had come forth with a PD Development Plan showing how this property would lay out. They were proposing two 10,000 sq. foot restaurant/retail buildings, one 5,400 square foot retail building and one 4,000 square foot drive-thru restaurant. The applicant is now asking for an SUP to establish a 2,325 square foot restaurant with drive-thru. He went on to explain stipulations associated with this proposed land use, according to the city's Unified Development Code. (1) drive-thru lane cannot have access from a residential street; (2) additional screening is required next to the drive-thru lane, and (3) a minimum stacking of 6 vehicles is required. The applicant's concept plan does conform to these requirements. Mr. Miller went on to share that this site is located more than 580' from the closest residential to the north and more than 1,000' from the closest residential to the east. The City's Planning & Zoning Commission has recommended approval of this request by a vote of 6-0 (Welch was absent). Approval of this SUP is discretionary on the part of Council. In addition, staff sent out seventy-four notifications to property owners located within 500' of the subject property. Staff received twelve notices back in opposition and one back in favor. In addition, several nearby HOAs were also notified.

Mayor Fowler opened the public hearing. The applicant was invited to come forth but did not do so, indicating he will answer any questions should they arise.

**Michael Podina
802 York
Rockwall, TX**

Mr. Podina shared that he is one of the property owners located within 500' of this proposal. He has concerns about trash that may end up in one of the two nearby ponds, as a lot of trash is already generated from the existing, nearby Kroger. He is also concerned about the increase in traffic that will likely occur. He suspects this restaurant may end up being a Chipotle. He does not consider that to be 'high quality,' and for these reasons he is opposed to this request being approved.

**Mr. Bob Wacker
309 Featherstone
Rockwall, TX**

Mr. Wacker came forth and commented on past flood plain studies that have been done on this property. He would like to see a final flood plan study conducted and approved on this piece of property. He went on to comment on the existing two-lane road, indicating that this intersection is horrible. He wants a traffic study

to be done by TXDOT, especially because the more development that occurs in this area, the more traffic will result. He is waiting for an answer from TXDOT on if they are willing to conduct a traffic study on this area or not. He believes that existing roadways, including Quail Run, are totally inadequate to accommodate this and other developments.

The applicant then came forth and addressed the Council.

There being no one else wishing to come forth, Mayor Fowler closed the public hearing.

Bowen Hendrix
4403 North Central Expressway
Dallas, TX

The applicant spoke about the various concerns that speakers expressed this evening, including committing to stay on top of cleaning up any trash on a regular basis, even weekly if necessary. The retention ponds are HOA property, so they cannot maintain those. Related to traffic, he hopes that TXDOT will address those concerns as soon as possible. The size of the restaurant, which is proposed to be a Chipotle, is nicer than some other restaurants, and the traffic that will be generated is less than, say, the Chick-fil-A nearby.

Following his brief comments, Mayor Pro Tem Johannesen asked staff to comment on the floodplain study. Ms. Williams, City Engineer, provided clarification – sharing that the flood study cannot be approved until the grading plan has been submitted and approved. The applicant shared that he hopes to have that grading plan submitted to the city for approval sometime this week.

Mayor Fowler wonders whether or not a restaurant goes in, and – as a result – it generates additional traffic; or, if a restaurant decides to go in because of the traffic that is already in existence.

Some additional, brief comments transpired related to the floodplain study that will be forthcoming.

Councilmember Daniels then moved to approve Z2022-042. Councilmember Campbell seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL
ORDINANCE NO. 22-XX
SPECIFIC USE PERMIT NO. S-2XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 70 (PD-70) [ORDINANCE NO. 19-41] AND THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR ONE (1) RESTAURANT WITH 2,000 SF OR MORE WITH DRIVE-THROUGH OR DRIVE-IN ON A 8.684-ACRE TRACT OF LAND IDENTIFIED AS TRACT 3-10 OF THE S. KING SURVEY, ABSTRACT NO. 131, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DESCRIBED IN EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

5. **Z2022-043** - Hold a public hearing to discuss and consider approval of an ordinance for a Text Amendment to Article 09, *Tree Preservation*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*], and take any action necessary (1st Reading).

Planning Director, Ryan Miller, provided brief, introductory comments pertaining to this agenda item. Public notice on this case was given, as required by law. In addition, the city's P&Z Commission did review this, and they recommended approval by a vote of 6-0. He then deferred to the city's Parks Director, Travis Sales, to speak in greater detail about this agenda item. Mr. Sales expressed that these changes will make it a much better ordinance. Hackberry trees will no longer be protected. Eastern Red Cedars will be clarified for "cedar trees." In addition, 8' tall and greater cedars will be protected moving forward (instead of 11' caliper trees or greater being protected). Also, the replacement will be one, 4" caliper tree for every eight-foot tall cedar. In addition, tree surveys will be conducted by a landscape architect, an ISA certified arborist, or a horticulturist. Related to utility clearance pruning, the city will be able to rank those as a 'non protected' tree, depending on what's left after a pruning cycle. Tree surveys are being updated to also require species, caliper inch and a 'health rating' to be specified. Pruning standards are also being specified, as well as nursery stock standards. These changes will add some additional staff time for the Parks Director when doing plan reviews, but it will result in a much better document for both the city and developers.

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

Mayor Fowler made a motion to approve Z2022-043. Councilmember Campbell seconded the motion. The ordinance caption was read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 22-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 ARTICLE 09, *TREE PRESERVATION*, 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.

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

XII. ACTION ITEMS

1. **P2022-040** - Discuss and consider a request by Harold Fetty of HD Fetty Land Surveyor, LLC on behalf of Felipe Garcia for the approval of a Final Plat for Lots 1, 2, & 3, Block A, Garcia-Herrera Addition being a 11.13-acre tract of land identified as Tract 8-02 of the Johnson Survey, Abstract No. 129, Rockwall County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), addressed as 675 Linda Lane, and take any action necessary.

Planning Director, Ryan Miller, provided background information related to this agenda item. The applicant is requesting the approval of a Final Plat of an 11.13-acre tract of land (i.e. Tract 8-02 of the Johnson Survey, Abstract No. 129) for the purpose of creating three (3) lots (i.e. Lots 1-3, Block A, Garcia-Herrera Addition). The applicant is also requesting an exception under Subsection D, Exception Requests, of Exhibit 'A' of the Interim Interlocal Agreement By and Between the City of Rockwall and Rockwall County. Staff sent this proposal to Rockwall County for comment, and – at that time – the applicant was proposing 103.76' of frontage, and the County was opposed to the 103'. So, the applicant increased the frontage to 130'. Staff has

sent the revised proposal to the County; however, a response has not yet been received. Due to the 'shot clock,' though, the city is having to bring this forth at this time for consideration.

According to Subsection C.2, Minimum Lot Frontage on a Street, of the agreement, the minimum lot frontage for a lot that is greater than one (1) acre but less than three (3) acres is 150-feet. In this case, Lot 2 originally showed 103.76-feet of frontage, which is 46.24-feet less than the requirement. Staff contacted the applicant, and the applicant stated that they cannot increase the size of the lot greater than 130-feet due to the existing layout of the buildings; however, the applicant stated that he would revise the plat to show 130-feet. This would still be 20-feet less than the requirement. Staff has not received these revisions depicting this change, but has made this a conditional of approval in the Conditions of Approval section of this case memo. Staff should note that the requested exception does not meet the Administrative Exemptions requirements of Subsection D.1 and must be approved by the City Council per Subsection D.2, of the Interim Interlocal Agreement By and Between the City of Rockwall and Rockwall County. Staff should also point out that the three lots directly across the street from this property are 100' in width. So this will be 30' larger. Approval of these requests and associated variances are discretionary on the part of Council. On September 13, 2022, the Planning and Zoning Commission did recommend approval of this Final Plat by a vote of 6-0, with Commissioner Welch being absent.

Councilmember Macalik then moved to approve P2022-040. Councilmember Jorif seconded the motion, which passed by a vote of 7 ayes to 0 nays.

2. **SP2022-044** - Discuss and consider a request by Bob Pruett of Urban Structure on behalf of Garrett Poindexter of Cambridge Properties, LLC for the approval of an *Exception* to the building height in conjunction with an approved site plan for a *Mini-Warehouse Facility* on a 3.682-acre tract of land being a portion of a larger 7.154-acre tract of land identified as Tract 3 of the J. M. Allen Survey, Abstract No. 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 10 (PD-10) for Commercial (C) District land uses, situated within the SH-205 By-Pass Overlay (SH-205 BY-OV) District and the SH-276 Overlay (SH-276 OV) District, situated at the southeast corner of the intersection of John King Boulevard and Discovery Boulevard, and take any action necessary.

Planning Director, Ryan Miller provided background information on this agenda item. The applicant, Bob Pruett of Urban Structure, is requesting the approval of an exception for a three (3) story storage facility on a 3.682-acre tract of land being a portion of a larger 7.154-acre tract of land situated at the southeast corner of the intersection of John King Boulevard and Discovery Boulevard. The applicant's Site Plan and Building Elevations indicate that Building A will be three (3) stories and 42-feet in height. On September 13, 2022, the Planning and Zoning Commission approved the exception along with the Site Plan, and recommended approval of the exception to Building Height in the Conditional Land Use Standards, by a vote of 6-0, (with Commissioner Welch absent). Requests for exceptions are discretionary decisions for both the Planning and Zoning Commission and City Council. Staff should note that a supermajority vote (e.g. six [6] out of the seven [7] council members) -- with a minimum of four (4) votes in the affirmative -- is required for the approval of this exception.

Mayor Fowler asked staff to move forward with a text amendment that will allow things like this to be heard and approved administratively by the P&Z Commission. However, he understands that Council will still need to approve the building height exception this evening.

Mr. Miller answered questions of Councilmember Jorif related to what the adjacent properties are zoned as and what exists on those and/or what will exist on those in the future ("light industrially" zoned properties on which two warehouse distribution centers will go in; plus, a vacant property followed by Discovery Boulevard and then the Rockwall Downes subdivision). This is directly across from existing apartments.

Councilmember Moeller then moved to approve SP2022-044. Councilmember Jorif seconded the motion, which passed by a vote of 7 ayes to 0 nays.

3. Discuss and consider approval of an ordinance amending the budget for fiscal year 2022, and take any action necessary.

Mrs. Smith, City Manager, provided brief comments related to this agenda item. Mayor Pro Tem Johannesen moved to approve the ordinance. Councilmember Macalik seconded the motion. The ordinance was read as follows:

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

4. Discuss and consider approval of an ordinance adopting the proposed budget for fiscal year 2023, and take any action necessary.

Councilmember Jorif moved to approve the ordinance adopting the budget. Councilmember Daniels seconded the motion. The ordinance caption was read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 22-49**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

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

5. Discuss and consider approval of the Rockwall Economic Development Corporation (REDC) budget for fiscal year (FY) 2023 and amended budget for fiscal year 2022, as well as the 'Annual Work Plan' for FY2023, and take any action necessary.

Councilmember Daniels moved to approve the REDC budget for FY2023 and the amended REDC budget for FY2022. Councilmember Johannesen seconded the motion, which passed unanimously of Council (7-0).

6. Discuss and consider approval of the Rockwall Technology Park Association budget for fiscal year 2023 and amended budget for fiscal year 2022, and take any action necessary.

Councilmember Jorif moved to approve the Rockwall Tech Park Association budget for FY2023 and the amended budget for FY2022. Mayor Fowler seconded the motion, which passed unanimously of Council (7-0).

7. Discuss and consider approval of an ordinance levying ad valorem taxes for the tax year 2022, and take any action necessary.

Mrs. Smith shared that this tax rate is the lowest tax rate the City of Rockwall has ever had in the history of tax rates having been recorded. Councilmember Macalik moved to approve the ordinance adopting the tax rate for tax year 2022. Councilmember Campbell seconded the motion. The ordinance caption was read as follows:

**CITY OF ROCKWALL, TEXAS
ORDINANCE NO. 22-50**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE YEAR 2022 AT A RATE OF \$.2925 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY

WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2022 TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES, TOGETHER WITH PENALTIES AND INTEREST; APPROVING THE 2022 TAX ROLL; PROVIDING FOR EXEMPTIONS OF PERSONS OVER SIXTY-FIVE (65) YEARS; PROVIDING AN EFFECTIVE DATE.

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

8. Discuss and consider the Hotel Tax Subcommittee recommendations for funding allocations in fiscal year 2023, including authorizing the City Manager to execute associated funding arrangements, and take any action necessary.

Mayor Fowler asked Councilmembers to be sure to recuse themselves from anything from which they need to recuse themselves pertaining to approval of these funding requests, if necessary.

Councilmember Jorif moved to approve the funding recommendations from the subcommittee for FY2023, including authorizing the City Manager to execute associated funding arrangements. Mayor Pro Tem Johannesen seconded the motion, which passed by a vote of 7 ayes to 0 nays.

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 (re)appointments to city regulatory boards and commissions, pursuant to Section, §551.074 (Personnel Matters)
2. Discussion regarding Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development).
3. Discussion regarding possible purchase of real property in the vicinity of SH-205, generally located near Mims Road, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).

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

XV. ADJOURNMENT

Mayor Fowler adjourned the Council meeting at 8:28 p.m.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ON THIS 3rd DAY OF OCTOBER, 2022.

KEVIN FOWLER, MAYOR

ATTEST:

KRISTY TEAGUE, CITY SECRETARY

CITY OF ROCKWALL

ORDINANCE NO. 22-51

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 98 (PD-98) FOR SINGLE FAMILY 10 (SF-10) DISTRICT AND COMMERCIAL (C) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 264.510-ACRE TRACT OF LAND IDENTIFIED AS TRACTS 17-13, 17-14, 17-15, 17-16 & 40-8 OF THE W. W. FORD SURVEY, ABSTRACT NO. 80, 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 Brian Cramer of Corson Cramer Development on behalf of Scott Asbury of Rockwall Highgate, LTD for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District and Commercial (C) District land uses, on a 264.510-acre tract of land identified as Tracts 17-13 [50.00-Acres], 17-14 [26.452-Acres], 17-15 [134.33-Acres], 17-16 [43.60-Acres], & 40-8 [8.79-Acres] of the W. W. Ford Survey, Abstract No. 80, 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* depicted 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 residential development on 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 commercial development on the *Subject Property* shall be in conformance with the process and procedures stipulated by this Planned Development District ordinance, the City's subdivision regulations, and the Unified Development Code (UDC);

SECTION 7. 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 8. 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 9. 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 10. 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 3RD DAY OF OCTOBER, 2022.

Kevin Fowler, Mayor

ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: September 19, 2022

2nd Reading: October 3, 2022

BEING a 264.61-acre tract of land situated in the W. M. Ford Survey, Abstract Number 80, Rockwall County, Texas, and being all of a called 43.30-acre tract of land (*Tract 1*) and a called 212.55-acre tract of land (*Tract 2*) described by deed to Highgate Equestrian Center Property, L.P., recorded in County Clerk's *File Number 2007-375596*, Deed Records, Rockwall County, Texas, and being all of that certain tract of land described by deed to Rockwall Highgate, LTD., recorded in County Clerk's *File Number 2008-404731*, Deed Records, Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of said called 212.55-acre tract, being at the intersection of the southwest right-of-way line of State Highway No. 205, and the northwest line of Wylie Lane;
THENCE South 44 Degrees 31Minutes 24 Seconds West, along the northwest line of said Wylie Lane, a distance of 2609.49 feet, to a point for corner;

THENCE South 45 Degrees 18 Minutes 48 Seconds West, continuing along said northwest line, a distance of 1,147.99 feet, to the southwest corner of said called 43.30-acre tract;

THENCE North 45 Degrees 02 Minutes 31 Seconds West, departing said northwest line, and along the southwest line of said called 212.55-acre tract, a distance of 315.56-feet, to the easternmost corner of said called Rockwall Highgate tract;

THENCE South 44 Degrees 22 Minutes 37 Seconds West, departing said West line and along the southeast line of said Rockwall Highgate tract, a distance of 690.66-feet, to the southernmost corner of said Rockwall Highgate tract;

THENCE North 32 Degrees 22 Minutes 19 Seconds West, departing said southeast line and along the West line of Rockwall Highgate tract, a distance of 680.55-feet, to the northwest corner of said Rockwall Highgate tract;

THENCE North 62 Degrees 32 Minutes 45 Seconds East, departing said West line and along the northwest line of said Rockwall Highgate tract, a distance of 110.73-feet;

THENCE North 62 Degrees 13 Minutes 29 Seconds East, continuing along said northwest line, a distance of 43.88-feet;

THENCE North 45 Degrees 26 Minutes 21 Seconds East, continuing along said North line, a distance of 393.74-feet, to the northernmost corner of said Rockwall Highgate tract, being on the southwest line of said called 43.30-acre tract and being on the northeast line of Travis Lane;

THENCE Northerly, departing said North line and along the northeast line of said Travis Lane, the following calls: North 45 Degrees 00 Minutes 29 Seconds West, a distance of 599.06-feet, to a point for corner;

North 43 Degrees 53 Minutes 14 Seconds West, a distance of 436.95-feet, to a point for corner;
North 48 Degrees 27 Minutes 46 Seconds West, a distance of 237.14-feet, to a point for corner;
North 39 Degrees 48 Minutes 03 Seconds West, a distance of 184.23-feet, to a point for corner;
North 44 Degrees 40 Minutes 42 Seconds West, a distance of 244.69-feet, to a point for corner;
South 45 Degrees 08 Minutes 57 Seconds West, a distance of 12.69-feet, to a point for corner;

North 45 Degrees 01 Minutes 43 Seconds West, a distance of 260.06-feet, to the lower northwest corner of said called 43.30-acre tract, same being the southwest corner of a that certain tract of land described by deed to Bret A. Wilson and Leslie Wilson, recorded in County Clerk's *File Number 1998- 181246*, Deed Records, Rockwall County, Texas;

THENCE North 44 Degrees 58 Minutes 51 Seconds East, departing said East line and along the lower North line of said called 43.30-acre tract, being common with the South line of said Wilson tract, a distance of 467.61-feet, to the southeast corner of said Wilson tract;

North 31 Degrees 15 Minutes 14 Seconds West, departing said common line and along the upper West line of said called 43.30-acre tract, a distance of 857.52-feet, to the northwest corner of said called 43.30-acre tract, being on the South right-of-way line of FM Highway No. 549;

THENCE North 45 Degrees 31 Minutes 38 Seconds East, a long said South right-of-way line, a distance of 121.99-feet, to a point for corner;

North 45 Degrees 00 Minutes 31 Seconds East, continuing a long said South right-of-way line, a distance of 703.71-feet, to the upper northeast corner of said called 212.55-acre tract, same being the northwest corner of that certain tract of land described by deed to Cody A. Barrick and Wife, recorded in County Clerk's *File Number 2010-436143*, Deed Records, Rockwall County, Texas;

THENCE South 45 Degrees 05 Minutes 09 Seconds East, departing said South right-of-way line and along the upper East line of said called 2 12.55-acre tract, being common with the West line of said Barrick tract, a distance of 995.00-feet, to a point for corner;

THENCE South 86 Degrees 43 Minutes 47 Seconds East, continuing along said common line, a distance of 21.21-feet, to a point for corner;

THENCE North 44 Degrees 53 Minutes 41 Seconds East, departing said common line and along the lower North line of said called 212.55-acre tract, being common with the South line of said Barrick tract, a distance of 524.11-feet, to the southeast corner of said Barrick tract, same being the southwest corner of that certain tract of land described by deed to Thomas Enloe and Wife, recorded in County Clerk's *File Number 2014-16421*, Deed Records, Rockwall County, Texas;

THENCE North 44 Degrees 59 Minutes 41 Seconds East, departing said common line and along the lower North line of said called 212.55-acre tract, being common with the South line of said Enloe tract, a distance of 539.08-feet, to the southeast corner of said Enloe tract, same being the southwest corner of a called 12.493-acre tract of land described by deed to Scott W. Blackwood and Glenita G. Blackwood, recorded in *Volume 2884, Page 250*, Deed Records, Rockwall County, Texas;

THENCE North 44 Degrees 44 Minutes 22 Seconds East, departing said common line and along the lower North line of said called 212.55-acre tract, being common with the South line of said called 12.493-acre tract, a distance of 541.09-feet, to the southeast corner of said called 12.493-acre tract, same being the southwest corner of that certain tract of land described by deed to Dr. Mohiudin Zeb, recorded in County Clerk's *File Number 1995-156072*, Deed Records, Rockwall County, Texas;

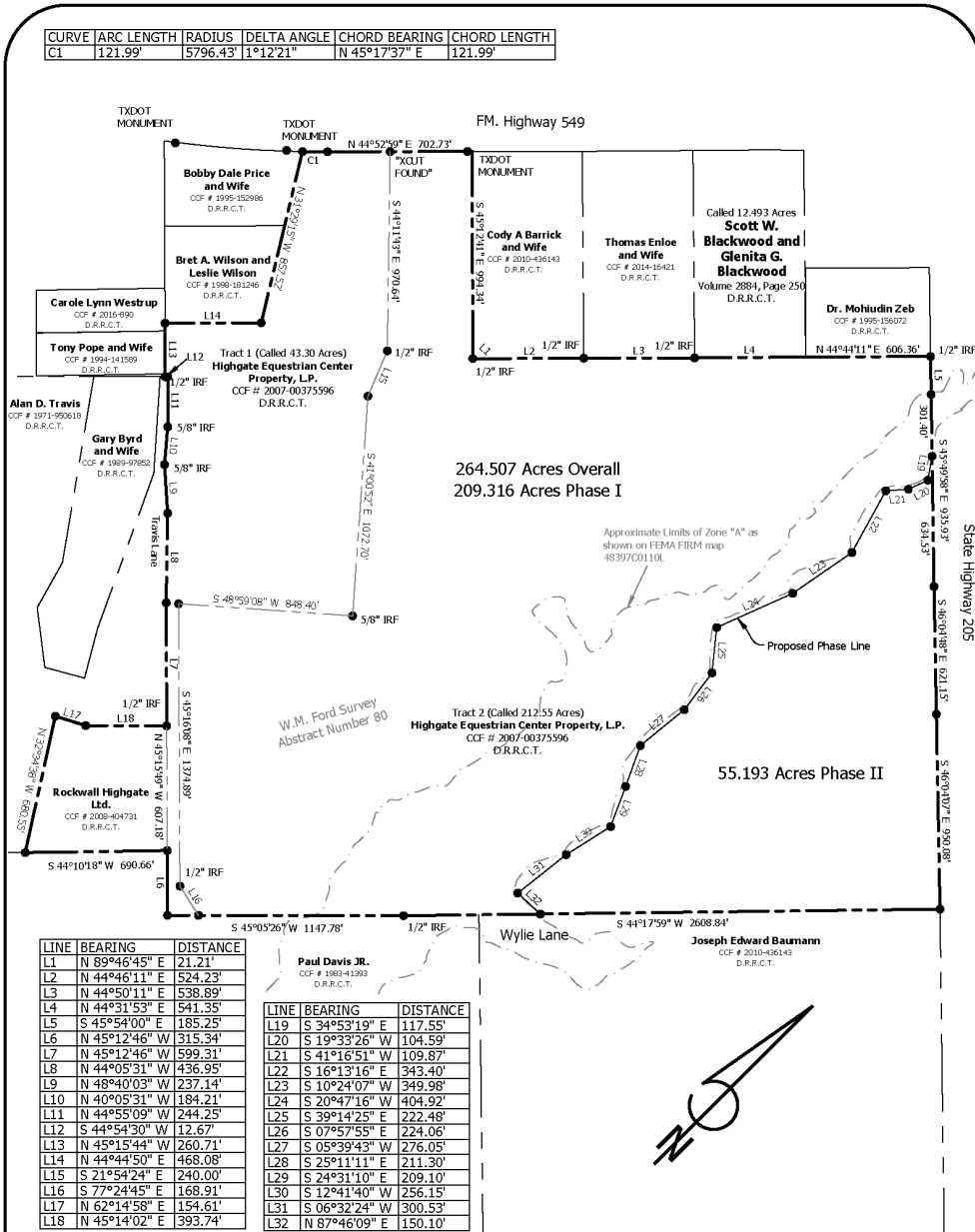
THENCE North 44 Degrees 56 Minutes 40 Seconds East, departing said common line and along the lower North line of said called 212.55-acre tract, being common with the South line of said Zeb tract, a distance of 606.32-feet, to the southeast corner of said Zeb tract, being on the West right-of-way line of said State Highway No. 205;

THENCE South 45 Degrees 37 Minutes 13 Seconds East, departing said common line and along said West right-of-way line, a distance of 1,121.18-feet, to a point for corner;

THENCE South 45 Degrees 51 Minutes 23 Seconds East, continuing along said East right-of-way line, a distance of 621.15-feet, to a point for corner;

THENCE South 45 Degrees 50 Minutes 42 Seconds East, continuing a long said East right-of-way line, a distance of 951.25-feet, to the *POINT OF BEGINNING*, and containing 264.61-acres of land, more or less.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	121.99'	5796.43'	1°12'21"	N 45°17'37" E	121.99'



LINE	BEARING	DISTANCE
L1	N 89°46'45" E	21.21'
L2	N 44°46'11" E	524.23'
L3	N 44°50'11" E	538.89'
L4	N 44°31'53" E	541.35'
L5	S 45°54'00" W	185.25'
L6	N 45°12'46" W	315.34'
L7	N 45°12'46" W	599.31'
L8	N 44°05'31" W	436.95'
L9	N 48°40'03" W	237.14'
L10	N 40°05'31" W	184.21'
L11	N 44°55'09" W	244.25'
L12	S 44°54'30" W	12.67'
L13	N 45°15'44" W	260.71'
L14	N 44°44'50" E	468.08'
L15	S 21°54'24" E	240.00'
L16	S 77°24'45" E	168.91'
L17	N 62°14'58" E	154.61'
L18	N 45°14'02" E	393.74'

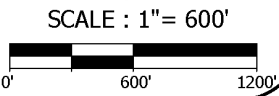
LINE	BEARING	DISTANCE
L19	S 34°53'19" E	117.55'
L20	S 19°33'26" W	104.59'
L21	S 41°16'51" E	109.87'
L22	S 16°13'16" E	343.40'
L23	S 10°24'07" W	349.98'
L24	S 20°47'16" W	404.92'
L25	S 39°14'25" E	222.48'
L26	S 07°57'55" E	224.06'
L27	S 05°39'43" W	276.05'
L28	S 25°11'11" E	211.30'
L29	S 24°31'10" E	209.10'
L30	S 12°41'40" W	256.15'
L31	S 06°32'24" W	300.53'
L32	N 87°46'09" E	150.10'

EXHIBIT SHOWING
264.507 Acres of land situated in the W.M. Survey, Abstract Number 80, Rockwall County, Texas.

Project Number: 180164 Date: February 18, 2019
 Revised Date:
 Revision Notes:
 Sheet 1 of 4



REALSEARCH OF TEXAS, LLC
 P.O. Box 1006, Godley, Texas 76044
 Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org
 "Thou shalt not remove thy neighbor's landmark" Deut. 19:14
 TBPLS Firm Registration # 10158200 TBPE Firm Registration # 17968



Density and Development Standards.

(1) Permitted Uses. Unless specifically provided by this Planned Development District ordinance, the following uses are permitted on the *Subject Property*:

(a) Residential Land Uses. Residential land uses shall be allowed only within the area designated for residential lots as depicted on the *Concept Plan* in *Exhibit 'C'* of this ordinance. These areas are limited to those uses permit *by-right* or by Specific Use Permit (SUP) for the Single-Family 10 (SF-10) District, as stipulated by the *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the Unified Development Code (UDC).

(b) Non-Residential Land Uses. Non-residential land uses shall be allowed only within the area designated for *Commercial* land uses as depicted on the *Concept Plan* in *Exhibit 'C'* of this ordinance. These areas are limited to those uses permitted *by-right* or by Specific Use Permit (SUP) for the Commercial (C) District as stipulated by the *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the Unified Development Code (UDC) and subject to the approval of a *PD Development Plan* and *PD Site Plan* in accordance with the Planned Development District regulations contained in Article 10, *Planned Development District Regulations*, of the Unified Development Code (UDC); however, the following uses are expressly prohibited:

- Animal Boarding/Kennel without Outside Pens
- Animal Hospital or Clinic
- Convent, Monastery, or Temple
- Commercial Parking Garage
- Residence Hotel
- Motel
- Cemetery/Mausoleum
- Congregate Care Facility/Elderly Housing
- Emergency Ground Ambulance Services
- Hospital
- Mortuary or Funeral Chapel
- Temporary Carnival, Circus, or Amusement
- Private Sports Arena, Stadium, and or Track
- Portable Beverage Service Facility
- Temporary Christmas Tree Sales Lot and/or Similar Uses
- Copy Center
- Garden Supply/Plant Nursery
- Self Service Laundromat
- Night Club, Discotheque, or Dance Hall
- Pawn Shop
- Rental Store without Outside Storage and/or Display
- Retail Store with Gasoline Sales that has more than Two (2) Dispensers
- Bail Bond Service
- Building and Landscape Material with Limited Outside Storage
- Building Maintenance, Service, and Sales without Outside Storage
- Furniture Upholstery/Refinishing and Resale
- Rental, Sales, and Service of Heavy Machinery and Equipment
- Research and Technology or Light Assembly

- Trade School
- Minor Auto Repair Garage
- New or Used Boat and Trailer Dealership
- Self Service Car Wash
- New and/or Use Indoor Motor Vehicle Dealership/Showroom
- New Motor Vehicle Dealership-for Cars and Light Trucks
- Used Motor Vehicle Dealership-for Cars and Light Trucks
- Commercial Parking
- Non-Commercial Parking Lot
- Recreational Vehicle (RV) Sales and Service
- Service Station
- Mining and Extraction of Sand, Gravel, Oil and/or Other Materials
- Commercial Freestanding Antenna
- Helipad
- Railroad Yard or Shop
- Transit Passenger Facility

- (2) Residential Lot Composition and Layout. The lot layout and composition shall generally conform to the *Concept Plan* depicted in *Exhibit 'C'* and stated in *Table 1*, which is as follows:

Table 1: Lot Composition

<i>Lot Type</i>	<i>Minimum Lot Size (FT)</i>	<i>Minimum Lot Size (SF)</i>	<i>Dwelling Units (#)</i>	<i>Dwelling Units (%)</i>
<i>A</i>	130' x 240'	43,560 SF	43	11.20%
<i>B</i>	110' x 190'	24,000 SF	26	06.77%
<i>C</i>	80' x 115'	11, 000 SF	66	17.19%
<i>D</i>	80' x 110'	9,600 SF	43	11.20%
<i>E</i>	62' x 110'	7,200 SF	206	53.65%
<i>Maximum Permitted Units:</i>			<i>384</i>	<i>100.00%</i>

- (3) Variation in Residential Lot Composition. The allocation of single-family residential lot types may deviate from that in Subsection (2), *Residential Lot Composition and Layout*, provided that the maximum allowed total dwelling units does not exceed **384** units provided [1] a minimum of 46.40% of the total lot count be comprised of *Lot Types 'A', 'B', 'C' & 'D'*, [2] a minimum of 43 *Lot Type 'A'* lots and 26 *Lot Type 'B'* lots are provided, and [3] a maximum of 53.65% *Lot Type 'E'* lots can be provided.
- (4) Density and Dimensional Requirements. Unless specifically provided by this Planned Development District ordinance, the development standards stipulated for the *Subject Property* shall be as follows:
- (a) Residential. Except as modified by this Planned Development District ordinance, residential land uses on the *Subject Property* shall be required to meet the development standards for the Single-Family 10 (SF-10) District, as specified by Article 05, *District Development Standards*, of the Unified Development Code (UDC). The maximum permissible density for the *Subject Property* shall not exceed **1.45** dwelling units per gross acre of land; however, in no case should the proposed development exceed **384** units. All lots shall conform to the standards depicted in *Table 2*, which are as follows:

Table 2: Lot Dimensional Requirements

Lot Type (see Concept Plan) ►	A	B	C	D	E
Minimum Lot Width ⁽¹⁾	130'	110'	80'	80'	62'
Minimum Lot Depth	240'	190'	115'	110'	110'
Minimum Lot Area (SF)	43,560	24,000	11,000	9,600	7,200
Minimum Front Yard Setback ^{(2), (5) & (6)}	40'	30'	20'	20'	20'
Minimum Side Yard Setback	15'	10'	6'	6'	6'
Minimum Side Yard Setback (Adjacent to a Street) ^{(2) & (5)}	15'	15'	15'	15'	15'
Minimum Length of Driveway Pavement ⁽⁷⁾	20'	20'	20'	20'	20'
Maximum Height ⁽³⁾	35'	35'	35'	35'	35'
Minimum Rear Yard Setback ⁽⁴⁾	50'	50'	10'	10'	10'
Minimum Area/Dwelling Unit (SF) [Air-Conditioned Space]	3,800	3,200	2,500	2,500	2,200
Maximum Lot Coverage	50%	50%	65%	65%	65%

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: *J-Swing* or *Traditional Swing Garages* are permitted to encroach into the front yard building setback a maximum of five (5) feet.
- ⁷: *Type 'A', 'B', 'C' & 'D'* lots shall have a minimum of a three (3) car garage.

(b) **Non-Residential**. Except as modified by this Planned Development District ordinance, the non-residential land uses on the *Subject Property* shall be required to meet the development standards stipulated by the *General Overlay District Standards*, *General Commercial District Standards*, and the standards required for the Commercial (C) District as stipulated by Article 05, *District Development Standards*, of the Unified Development Code (UDC) for a property in a Commercial (C) District. In addition, the *Commercial* area shall be designed to be pedestrian-oriented and easily accessible to the adjacent residential neighborhoods, and be constructed to be integrated with the adjacent uses, not be separated from them by screening walls or other physical barriers. This will be accomplished by creating paths from the adjacent development into the *Commercial* area and through the use of landscaping buffers utilizing a berm and three (3) tiered screening (*i.e. [1] a small to mid-sized shrub, [2] large shrubs or accent trees, and [3] canopy trees on 20-foot centers*), and building design and other urban design elements to create compatibility with the surrounding residential neighborhood.

(5) **Building Standards for Residential**. All residential development shall adhere to the following building standards:

(a) **Masonry Requirement**. The minimum masonry requirement for the exterior façade of all buildings shall be 90% (*excluding dormers and walls over roof areas*). For the purposes of this ordinance, the masonry requirement shall be limited to full width

brick, natural stone, and cast stone. Cementitious fiberboard (e.g. *HardiBoard* or *Hardy Plank*) in a horizontal lap-siding, *board-and-batten* siding, or a decorative pattern (see examples below) may be used for up to 80% of the masonry requirement; however, administrative approval from the Director of Planning and Zoning may be requested for housing plans that utilize cementitious fiberboard in excess of 80% of the masonry requirement on a *case-by-case* basis.

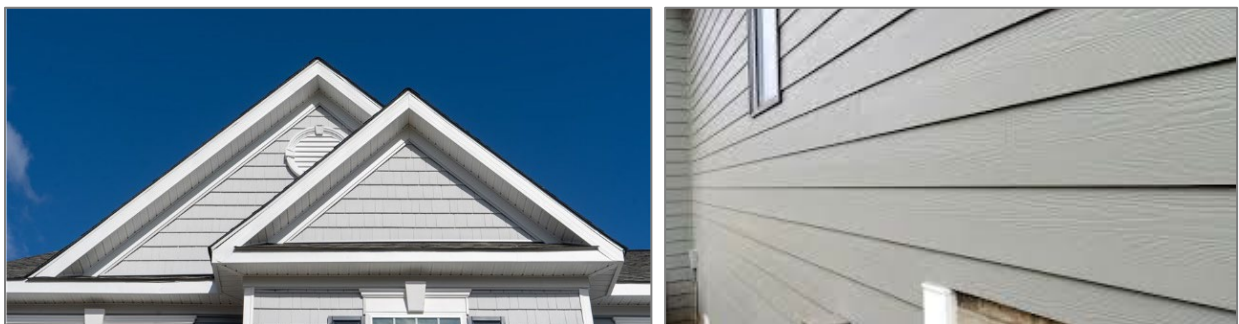
FIGURE 1: EXAMPLES OF CEMENTITIOUS FIBERBOARD



FIGURE 2: EXAMPLES OF BOARD AND BATTEN



FIGURE 3: EXAMPLES OF HORIZONTAL LAP



(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. A total of 19.79% or 76 of the 384 lots may have garages that are oriented toward the street in a *Front Entry* garage configuration; however, the front façade of the garage must be situated a minimum of five (5) feet behind the front façade of the primary structure. The remaining 80.21% or 308 lots shall have garages that are oriented in a *J-Swing (or Traditional Swing)* configuration or be situated a minimum of 20-feet behind the front façade of the home. In addition, the following architectural elements must be incorporated into all garage configurations: [1] divided garage bay doors (*i.e. for two (2) car garages two (2) individual entrances and for three (3) car garages a standard two (2) bay garage door with a single bay garage door adjacent*), [2] carriage style hardware and lighting, [3] decorative wood doors or wood overlays on insulated metal doors, and [4] driveways must be constructed with ornamental stamped concrete brick pavers, broom finished, or salt finish. An example of a garage door meeting these standards is depicted in *Figure 4*.

Figure 4. Examples of Enhanced Wood Garage Door



- (6) Anti-Monotony Restrictions. The development shall adhere to the Anti-Monotony Matrix depicted in *Table 3* below (*for spacing requirements see Figures 5 & 6 below*).

Table 3: Anti-Monotony Matrix

<u>Lot Type</u>	<u>Minimum Lot Size</u>	<u>Elevation Features</u>
A	130' x 240'	(1), (2), (3), (4)
B	110' x 190'	(1), (2), (3), (4)
C	80' x 115'	(1), (2), (3), (4)
D	80' x 110'	(1), (2), (3), (4)
E	62' x 110'	(1), (2), (3), (4)

- (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 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-549 or Wylie 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

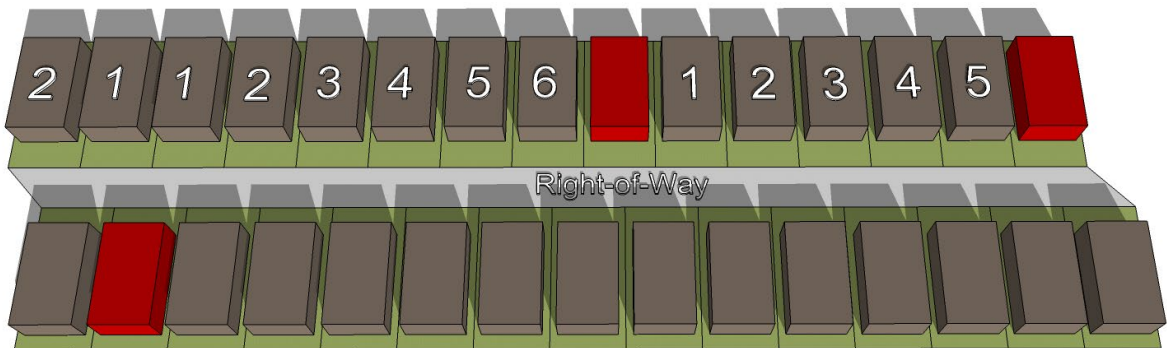
(c) Permitted encroachment (*i.e. porches and sunroom*) elevations shall not repeat or be the same along any block face without at least five (5) intervening homes of sufficient dissimilarity on the same side of the street beginning with the home adjacent to the subject property and six (6) intervening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



Figure 6: Properties do not line up on opposite side of the street. Where RED is the subject property.



(7) 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. *Type 'A' & 'B' Lots* shall incorporate wrought iron/tubular steel fencing exclusively; however, only *Type 'C', 'D', & 'E'* lots located along perimeter roadways (*i.e. FM-549 and Wylie Road*), abutting open spaces, greenbelts and parks shall be required to install wrought iron/tubular steel fence along the rear and side property lines and shall be allowed to install solid wood fence along the front fence line to allow for screening of condenser units and to reduce visibility of the backyard from the front of the home. The only exception to this standard shall be the *Type 'E'* lots that back to Wylie Lane, which shall be required to construct a wood fence in accordance with the requirements of this ordinance. 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.
- (f) Fence in Easements. No fencing shall be constructed in or across North Texas Municipal Water District (NTMWD) and/or City of Rockwall's easements.
- (8) 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-549)*. A minimum of a 50-foot landscape buffer shall be provided along FM-549 (*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 shrubbery shall have a minimum height of 48-inches each. 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 trail shall be constructed within the 50-foot landscape buffer.
- (2) *Landscape Buffer (Adjacent to Residential Properties)*. A minimum of a 50-landscape buffer shall be provided along the *Type 'A'* lots adjacent to 453 & 535 Cullins Road and 5459 FM-549 (*as depicted in Exhibit 'C' of this ordinance*), and shall incorporate a berm a minimum of five (5) feet in height. On the berm, two (2), staggered rows of evergreen trees -- *either Eastern Red Cedar or Leland Cypress unless otherwise approved by the Director of Planning and Zoning --*, a minimum of six (6) feet in height shall be planted on ten (10) foot centers to create a solid living screen adjacent to these properties.
- (3) *Landscape Buffer and Sidewalks (Residential SH-205)*. A minimum of a 30-foot landscape buffer shall be provided along SH-205 for the residential property (*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 shrubbery shall have a minimum 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 trail shall be constructed within the 30-foot landscape buffer.
- (4) *Landscape Buffer and Sidewalks (Non-Residential SH-205)*. A minimum of a 20-foot landscape buffer shall be provided for the *Commercial* property along SH-205 (*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 shall have a minimum 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 trail shall be constructed within the 20-foot landscape buffer.
- (5) *Commercial Landscape Buffer (Adjacent to Residential Properties)*. A minimum of a 50-foot landscape buffer with a minimum of a 48-inch berm and three (3) tiered screening (*i.e. [1] a small to mid-sized shrub, [2] large shrubs or accent trees, and [3] canopy trees on 20-foot centers*) shall be provided on commercial properties that have direct adjacency to residential properties as generally depicted in *Exhibit 'C'* of this ordinance.
- (6) *Landscape Buffer in the Open Spaces and Public Park*. The open space and public park shall require a ten (10) foot landscape buffer that incorporates ground cover, a *built-up* berm and shrubbery along the entire length of open space. In addition, one (1) canopy tree and one (1) accent tree per 50-linear feet shall be required to be planted.

- (7) Landscape Buffer (Adjacent to the Type 'E' Lots on Wylie Lane). A minimum of a ten (10) foot landscape buffer shall be provided adjacent to the Type 'E' along Wylie Lane. This landscape buffer shall incorporate a *built-up* berm and evergreen trees -- *either Eastern Red Cedar or Leland Cypress unless otherwise approved by the Director of Planning and Zoning* -- on 25-foot centers along entire length of the frontage.
- (8) Tree Preservation Easement Along Wylie Lane. A minimum of a ten (10) foot tree preservation easement shall be provided along Wylie Lane as depicted in *Exhibit 'C'* of this ordinance. This area shall be established to preserve the existing natural tree line along the southern property boundary for the benefit of the property directly south of the subject property (*i.e. 924 Wylie Lane*).
- (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 that are less than ten (10) inches and ten (10) feet from public water, sanitary sewer and storm lines that are greater than ten (10) inches. All street trees shall be reviewed with the *PD Site Plan*.
- (d) Residential Lot Landscaping. Prior to the issuance of a Certificate of Occupancy (CO), all residential lots depicted on *Exhibit 'C'* shall be landscaped with a minimum of two (2), four (4) inch caliper canopy trees (*as measured per Article 08, Landscape and Fence Standards, of the Unified Development Code [UDC]*) within the front yard. In addition, corner lots shall be required to add a minimum of two (2), four (4) inch caliper canopy trees (*as measured per Article 08, Landscape and Fence Standards, of the Unified Development Code [UDC]*) within the side yard facing the street.
- (e) Irrigation Requirements. Irrigation shall be installed for all required landscaping located within detention areas, 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).
- (f) Hardscape. Hardscape plans indicating the location of all sidewalks and trails shall be reviewed and approved with the *PD Site Plan*.
- (9) Street. All streets shall be built according to City street standards.
- (10) 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.
- (11) Sidewalks. All sidewalks adjacent to a street shall be a maximum of two (2) feet inside the right-of-way line and be a minimum of five (5) feet in overall width.
- (12) Buried Utilities. New distribution power-lines required to serve the *Subject Property* shall be placed underground, whether such lines are located internally or along the perimeter of the *Subject Property*, unless otherwise authorized by the City Council. Temporary power-lines constructed across undeveloped portions of the *Subject Property* to facilitate

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

- (13) Park Improvements. All park improvements within this development -- *including all features outlined below* -- shall be maintained by the Homeowner's Association (HOA). The development of the 11.60-acre public park -- *as depicted in Exhibit 'C' of this ordinance* -- shall be developed with the first phase of the proposed subdivision and shall have fully established natural turf (*e.g. seeding process*) and be irrigated in accordance with the requirements of the Parks and Recreation Department of the City of Rockwall. This area shall also incorporate the following improvements:
- (a) A Six (6) Foot Concrete *Hike & Bike Trail*.
 - (b) A Playground.
 - (c) A Plaza Area.
 - (d) A Covered Pavilion.
 - (e) A Picnic Area.
 - (f) Benches.
 - (g) Landscape Features (*e.g. Trees and Other Vegetation*).

All improvement will need to be approved and accepted by the Parks and Recreation Board after being reviewed and recommended by the Director of Parks and Recreation. The dedication of the proposed public park shall satisfy all cash-in-lieu of land fees associated with this proposed development. In addition, if the above stated improvements are greater than or equal to the required pro-rata equipment fees, then this fee shall be considered to be satisfied as well. The costs/receipts for the improvements will need to be reviewed and compared to the cost of the pro-rata equipment fees -- *and ultimately accepted* -- by the Parks and Recreation Board in order to be considered to be satisfied.

- (14) Open Space/Public Park. The development shall consist of a minimum of 20% open space (*or a minimum of 52.902-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.
- (15) Amenity Center. An amenity center shall be constructed in generally the same area as depicted in *Exhibit 'C'* of this ordinance, and shall be maintained by the Homeowner's Association (HOA). The design and layout of the amenity center shall be approved with the *PD Site Plan*.
- (16) Trails. A minimum of a six (6) foot concrete trail system shall be constructed generally in the same location as the trail system depicted in *Exhibit 'C'* of this ordinance, and shall provide connectivity to the proposed *Public Park*.
- (17) Neighborhood Signage and Enhancements. Permanent subdivision identification signage shall be required 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*.

(18) *Homeowner's Association (HOA)*. A Homeowner's Association (HOA) 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*), detention and drainage easements, floodplain areas, irrigation, landscaping, screening fences and neighborhood signage associated with this development. These areas are required to be delineated on the *PD Site Plan*.

(19) *Gateway Signage*. The City of Rockwall's standard *Gateway Signage* shall be incorporated into the design of the commercial property at the southwest corner of the intersection of Wylie Lane and SH-205. The signage shall be situated in a visible location as generally depicted on the *Concept Plan* contained in *Exhibit 'C'* of this ordinance and shall generally conform to *Figures 7 & 8* below.

FIGURE 7: STANDARD GATEWAY SIGANCE FOR THE CITY OF ROCKWALL



TWO (2) CUSTOM 1'-0" X 8'-0" CORTEN STEEL ENCLOSURE WITH ROUTED OUT 'ROCKWELL' LETTERS. CORTEN STEEL ENCLOSURE TO BE INTERNALLY ILLUMINATED WITH WHITE LEDS STRIPS TO DISPLAY A GLOW EFFECT FOR 'ROCKWELL'.

TWO (2) CUSTOM 2'-5" X 6'-0" ALUM. CABINET WITH 1" PUSH THRU ACRYLIC LOGO. W/ OPAQUE VINYL GRAPHICS APPLIED FIRST SURFACE. ALUM. CABINET TO BE INTERNALLY ILLUMINATED WITH WHITE LEDS TO DISPLAY LOGO IN A HALO EFFECT. CABINET TO BE PAINTED SW7037 BALANCED BEIGE.

TWO (2) CUSTOM ALUM. MONUMENT STRUCTURE W/ TRIM CAPS.

NOTE: MONUMENT SHALL BE CONSTRUCTED OF THE SAME PRIMARY MASONRY MATERIALS AS THE FRONT BUILDING FACADE OR THE PRINCIPAL OR MAIN BUILDING ON THE SAME LOT OR SHALL BE STONE OR BRICK AND SHALL BE SIMILAR ARCHITECTURAL STYLE.

NOTE: ALL BRICK/MASONRY/STONE TO BE PROVIDED BY GC'S SUBCONTRACTOR.

Front Elevation Side Detail A & B - Custom Monument Sign Structure - Sign B
1/2" = 1'-0"

Display Square Footage (Structure): 77.0

FIGURE 8: STANDARD GATEWAY SIGNAGE FOR THE CITY OF ROCKWALL (NIGHT VIEW)



Night View Detail - Custom Monument Sign Structure - Sign B
1/2" = 1'-0"

Display Square Footage (Structure): 77.0

- (20) Variations. The variance procedures and standards for approval that are set forth in the Unified Development Code (UDC) shall apply to any application for variations to this ordinance.

CITY OF ROCKWALL

ORDINANCE NO. 22-52

SPECIFIC USE PERMIT NO. S-287

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, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR A *GOLF DRIVING RANGE* ON A 7.955-ACRE TRACT OF LAND BEING A PORTION OF A LARGER 18.13-ACRE TRACT OF LAND AND A 12.868-ACRE TRACT OF LAND IDENTIFIED AS TRACT 22 & 22-2 OF THE R. IRVINE SURVEY, ABSTRACT NO 120, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a request has been made by Renee Ward, PE of Weir & Associates on behalf of Conor Keilty, AIA of Structured REA-Rockwall Land, LLC for the approval of a Specific Use Permit (SUP) for a *Golf Driving Range* on a 7.955-acre parcel of land, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, being identified as a portion of a larger 18.13-acre tract of land and a 12.868-acre tract of land further identified as Tract 22 & 22-2 of the R. Irvine Survey, Abstract No. 120, City of Rockwall, Rockwall County, Texas, generally located near the terminus of Fit Sport Life Boulevard, and being more specifically described in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

SECTION 1. That the Unified Development Code [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing for the establishment of a *Golf Driving Range* as stipulated by Article 04, *Permissible Uses*, of the Unified Development Code [*Ordinance No. 20-02*] on the *Subject Property*; and

SECTION 2. That the *Subject Property* shall be used and developed only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance and as specifically set forth in Subsection 01.01, *Land Use Schedule*, of Article 04, *Permissible Uses*, and Subsection 04.01, *General Commercial District Standards*; Subsection 04.05, *Commercial (C) District*; and Subsection 06.02, *General Overlay District Standards*, of Article 05, *District Development*

Standards, of the Unified Development Code [*Ordinance No. 20-02*] of the City of Rockwall -- 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 operation of a *Golf Driving Range* on the *Subject Property* and conformance to these requirements is necessary for continued operations:

- 1) The development and operation of a *Golf Driving Range* shall generally conform to the *Concept Plan* depicted in *Exhibit 'B'* and *Concept Building Elevations* depicted in *Exhibit 'C'* of this ordinance.
- 2) The maximum height of the netting and support structures shall not exceed 200-feet and shall generally conform to *Exhibit 'D'* of this ordinance.

2.2 COMPLIANCE

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

- 1) Upon obtaining a *Certificate of Occupancy (CO)*, should the business owner operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (after proper notice) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Review 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 3RD DAY OF OCTOBER, 2022.**

Kevin Fowler, Mayor

ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: September 19, 2022

2nd Reading: October 3, 2022

BEING A TRACT OF LAND LOCATED IN THE ROBERT BOYD IRVINE SURVEY, ABSTRACT NO. 120, ROCKWALL COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO STRUCTURED REA-ROCKWALL LAND, LLC, RECORDED IN INSTRUMENT NO. 20210000001622, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND, SAID IRON ROD BEING A NORTHEAST CORNER OF SAID STRUCTURED TRACT, THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO JOWERS, INC., RECORDED IN VOLUME 1215, PAGE 155, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.), AND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO RUSTY WAWS FAMILY LIMITED, PARTNERSHIP #2. RECORDED IN VOLUME 4014, PAGE 173, D.R.R.C.T., FROM WHICH A 5/8" IRON ROD FOUND WITH A PINK CAP STAMPED "TXDOT" BEARS N 01'41'51" W, 384.88 FEET, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID JOWERS TRACT AND THE NORTHWEST CORNER OF SAID RUSTY WALLIS TRACT;

THENCE S 01'41'51" E, ALONG AN EAST LINE OF SAID STRUCTURED TRACT AND THE WEST LINE OF SAID RUSTY WAWS TRACT, 390.33 FEET TO A POINT:

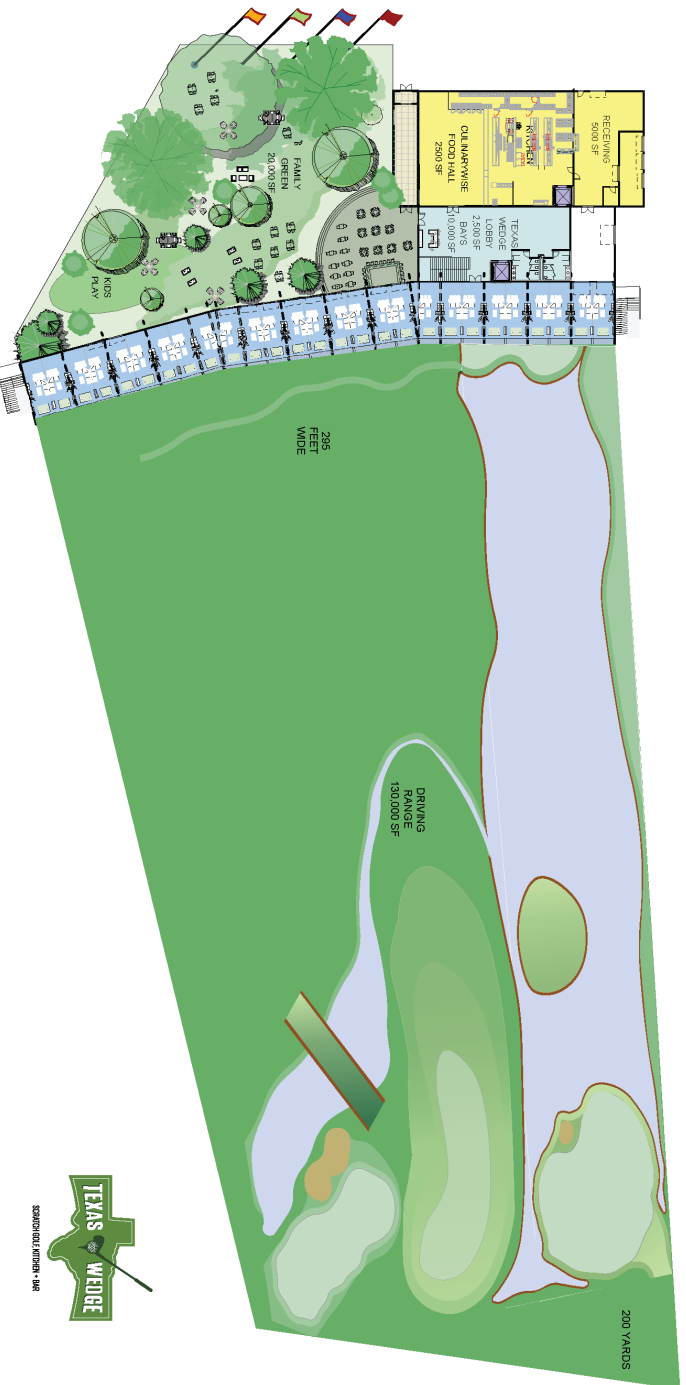
THENCE S 66'40'31" W, DEPARTING AN EAST LINE OF SAID STRUCTURED TRACT AND THE WEST LINE OF SAID RUSTY WAWS TRACT, 554.53 FEET TO A POINT;

THENCE N 69'37'39" W, A DISTANCE OF 307.50 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE NORTHWESTERLY, AN ARC LENGTH OF 3.78 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 10'50'27", AND A CHORD BEARING OF N 14'22'25" W, 3.78 FEET TO A POINT;

THENCE N 08'57'11" W, A DISTANCE OF 303.51 FEET TO A POINT, FROM WHICH A 5/8" IRON ROD FOUND WITH A PINK CAP STAMPED "TXDOT" BEARS S 89'22'04" W, 996.58 FEET, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID STRUCTURED TRACT AND BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF CORPORATE CROSSING (VARIABLE WIDTH RIGHT-OF-WAY) WITH THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 30 (VARIABLE WIDTH RIGHT-OF-WAY):

THENCE N 76'34'05" E, AT A DISTANCE OF 316.84 FEET PASSING THE SOUTHWEST CORNER OF SAID JOWERS TRACT, AND CONTINUING ALONG THE SOUTH LINE OF SAID JOWERS TRACT AND A NORTH LINE OF SAID STRUCTURED TRACT A TOTAL DISTANCE OF 857.54 FEET TO THE *PLACE OF BEGINNING* AND CONTAINING 7.955 ACRES (346,532 SQUARE FEET) OF LAND, MORE OR LESS.



20,000 Green Space

Central secure green space for families to gather. Outdoor entertainment and shaded trees provide a safe and relaxing environment for family gathering. Canopy covered raised bar for live music.

Texas Wedge

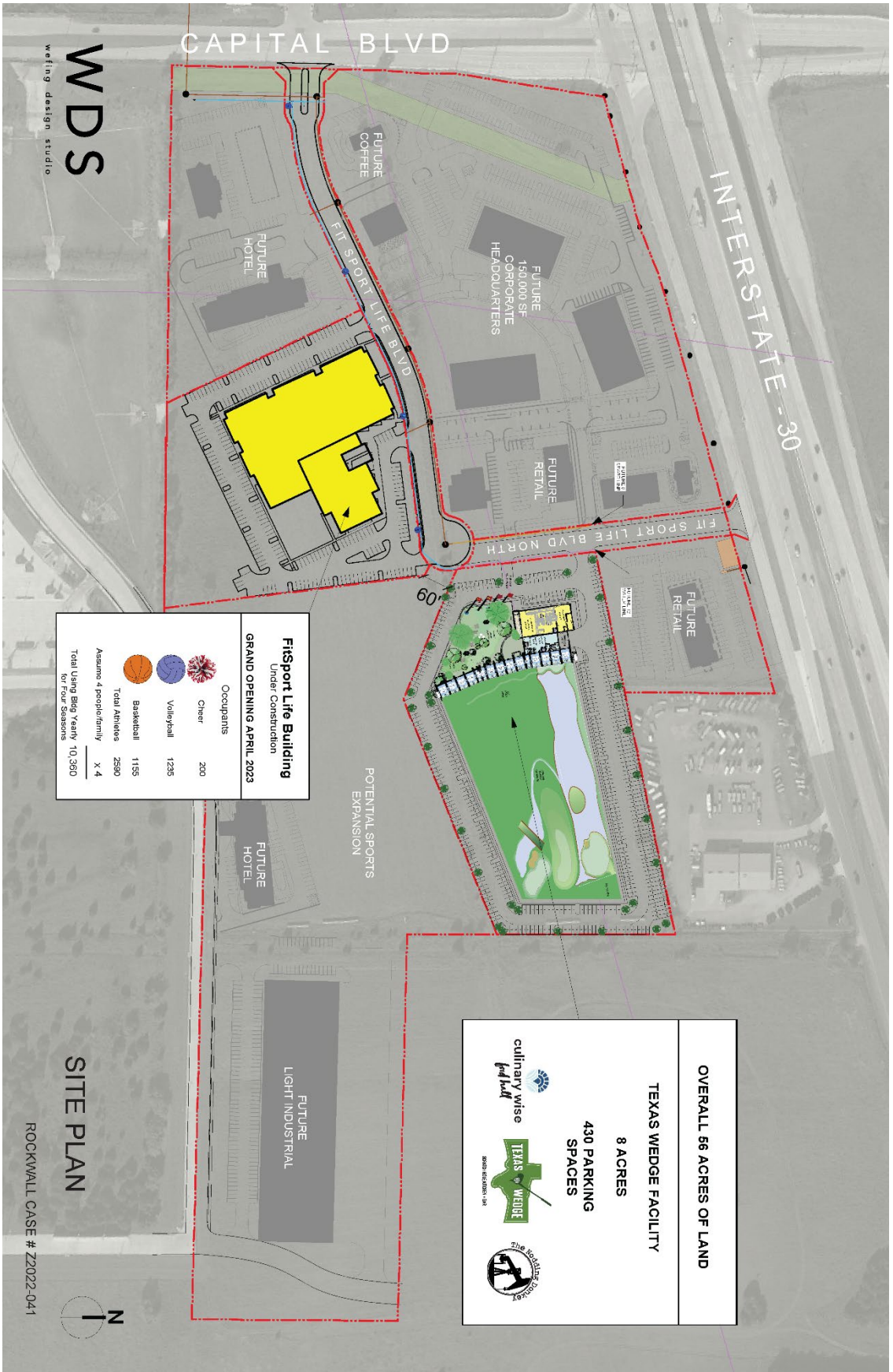
Texas Wedge has been designed to be an unforgettable experience for golf enthusiasts, amateurs, and families alike. Focused on five-star guest service, the latest interactive golf technology and professional quality golf equipment. In each of the 81 boys' guests will swing Cleveland Wedges and drive Sixon golf balls as they play their choice of 200 of the most famous golf courses from around the world, thanks to Track Master technology. In the driving range area, guests will have access to 3-5 signature holes from some of the most well-known PGA courses.

A true entertainment destination for families and adults alike, the fun doesn't stop at golf! The second floor of Texas Wedge will be home to 12 lanes of bowling, a full arcade and five party rooms, perfect for birthday parties, corporate events and more. Go up one more level and you'll find yourself in The Nodding Donkey Sports Saloon, a full-service bar and kitchen with two private rooms (The Bourbon Room & The Bubbly Room) exclusively for adults. Each room will have private bathrooms, a bar, a balcony and two golf boys. Texas Wedge has truly been designed to be the premiere entertainment destination for families and adults alike in beautiful Rockwall, TX.

WDS

wafing design studio

ROCKWALL CASE # Z2022-041



WDS
welling design studio

CAPITAL BLVD

INTERSTATE -30

FUTURE COFFEE

FUTURE HOTEL

FIT SPORT LIFE BLVD

FUTURE 150,000 SF CORPORATE HEADQUARTERS

FUTURE RETAIL

FIT SPORT LIFE BLVD NORTH

FUTURE RETAIL

FisSport Life Building
Under Construction
GRAND OPENING APRIL 2023

Occupants	Count
Choir	200
Volleyball	1235
Basketball	1155
Total Athletes	2590
Assume 4 people/family	X 4
Total Using Bldg Yearly	10,360
for Four Seasons	

POTENTIAL SPORTS EXPANSION

FUTURE HOTEL

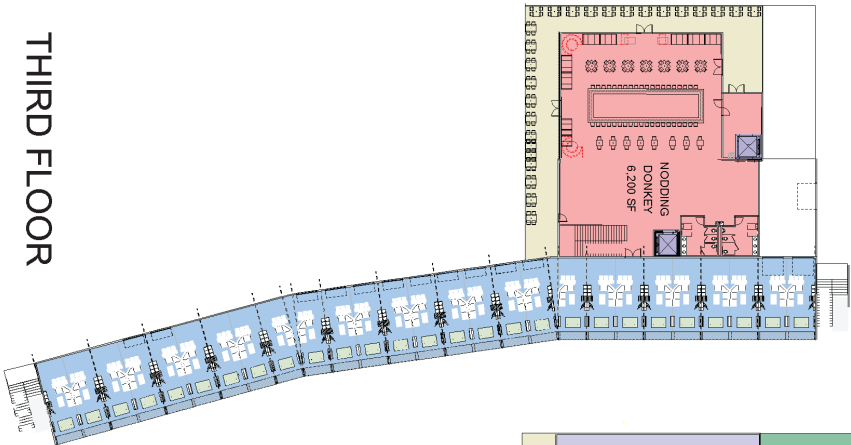
FUTURE LIGHT INDUSTRIAL

<p>OVERALL 56 ACRES OF LAND</p> <p>TEXAS WEDGE FACILITY</p> <p>8 ACRES</p> <p>430 PARKING SPACES</p>	
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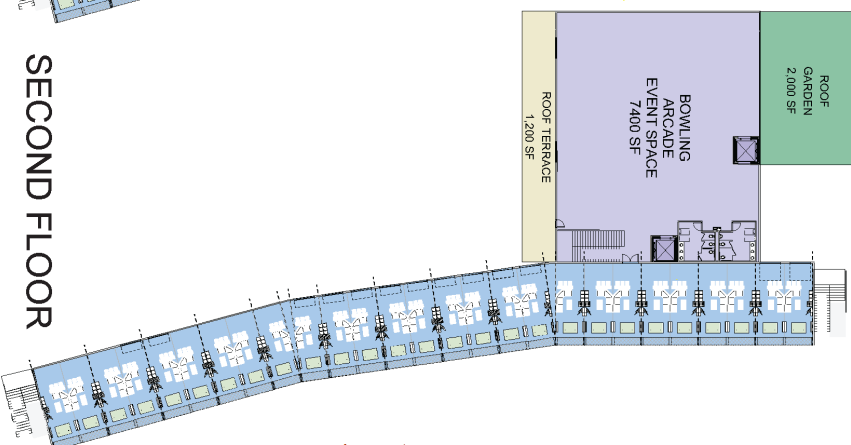
SITE PLAN

ROCKWALL CASE # Z2022-041

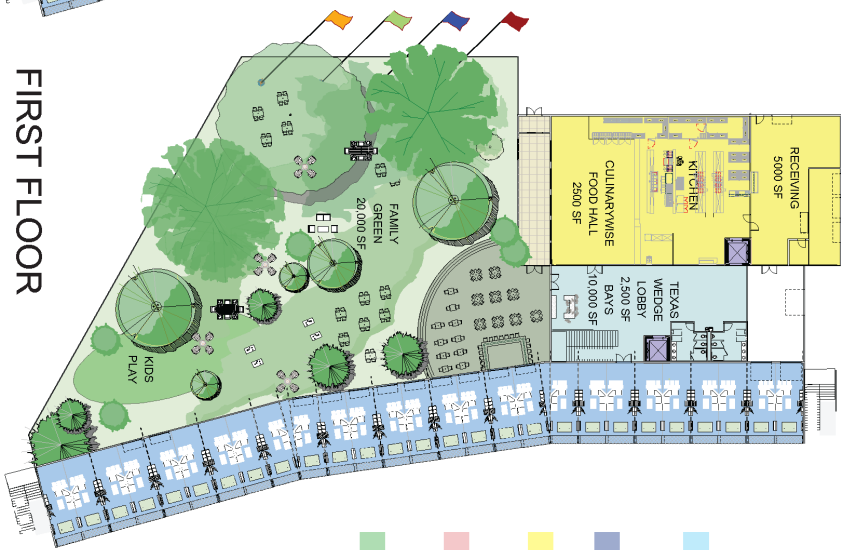




THIRD FLOOR

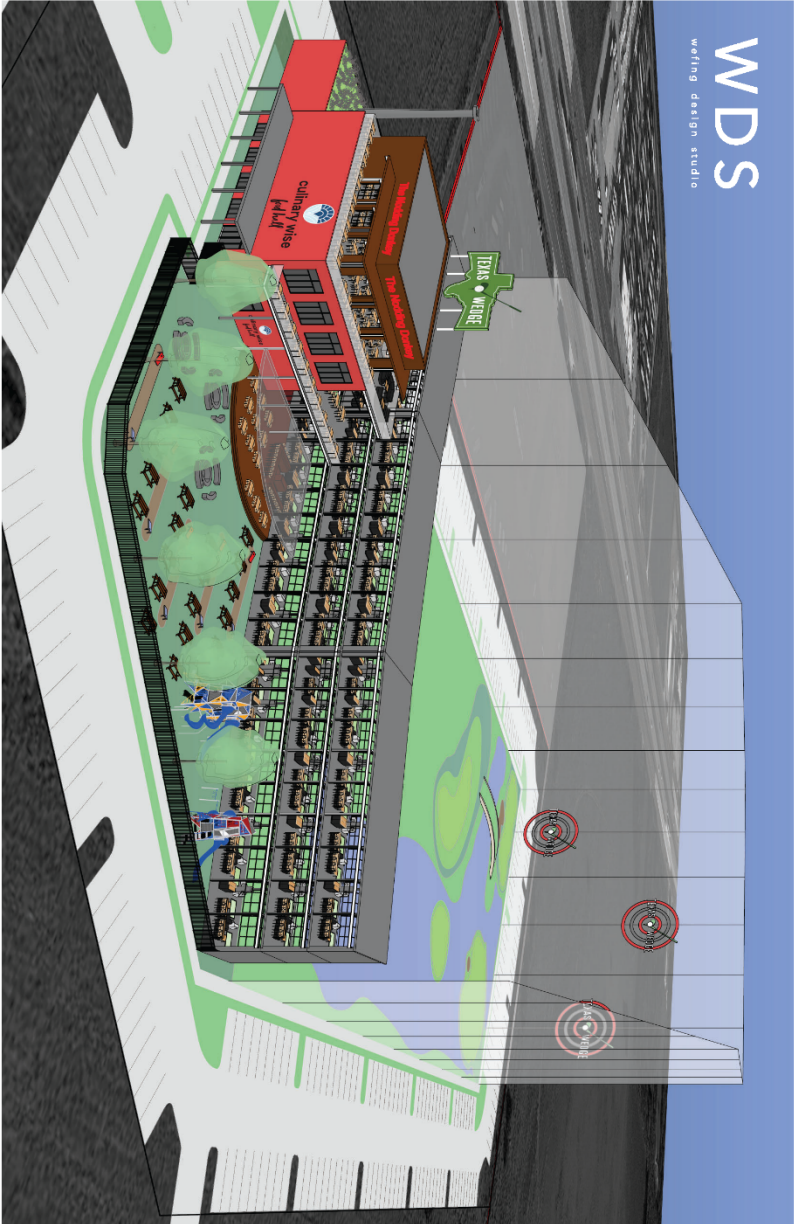


SECOND FLOOR



FIRST FLOOR

- **TEXAS WEDGE**
- 2,500 SF ENCLOSED
- 30,000 SF OPEN AIR
- **BOWLING/ARCADE**
- 7,400 SF ENCLOSED
- **CULINARY WISE**
- 2,500 SF MARKET
- 5,000 SF SERVICE
- **NODDING DONKEY**
- 6,200 SF ENCLOSED
- 2,000 SF OPEN AIR
- **FAMILY GREEN**
- 20,000 SF OPEN AIR
- TOTAL**
- 22,500 SF ENCLOSED
- 52,000 SF OPEN AIR



culinary wise
food hall

As the parent company of our restaurants, Culinary Wise unites our concepts as one brand. The Culinary Wise Food Hall is a literal physical representation of that unity, with four of our most popular restaurant concepts under one roof, as well as a few offerings that have been served through our catering business for over 20 years. As the sole owner and operator of the food hall, unlike other food halls which rent space to individual restaurant owners, we'll have full oversight of the quality and consistency in both our offerings and our service. The food hall will have 2,500 sq ft of kitchen and eatery space with 120 indoor seats and an indoor/outdoor bar that seats 12 on both sides. There will also be 80 seats outside along with a covered & gated playground for children aged 2-12 years.

Culinary Wise Food Hall



Opened in 2010, The Nodding Donkey quickly became the go-to sports saloon in Uptown Dallas. Our menu offerings for the Texas Wedge outpost of The Nodding Donkey will be a hybrid of the restaurant's tex-mex and game day favorites, along with bistro items including steaks, pork chops & pasta from sister restaurant Stele & Allen. Located on the third floor of Texas Wedge as part of the 15,000 sq foot open air design, The Nodding Donkey will have ample seating with 300+ seats inside, 200+ outside and 60 of the rectangular bar. With 60 TVs and a live concert venue sharing the 15,000 sq ft space, there will always be something to enjoy at The Nodding Donkey! Rockwall residents looking for a place to plan an event will also love our 5,000 sq ft private event hall overlooking the stage and outdoor bar. This larger space can also be rearranged into four 1,250 sq ft spaces to accommodate smaller parties.

The Nodding Donkey - Texas Sports Saloon, Scratch Kitchen

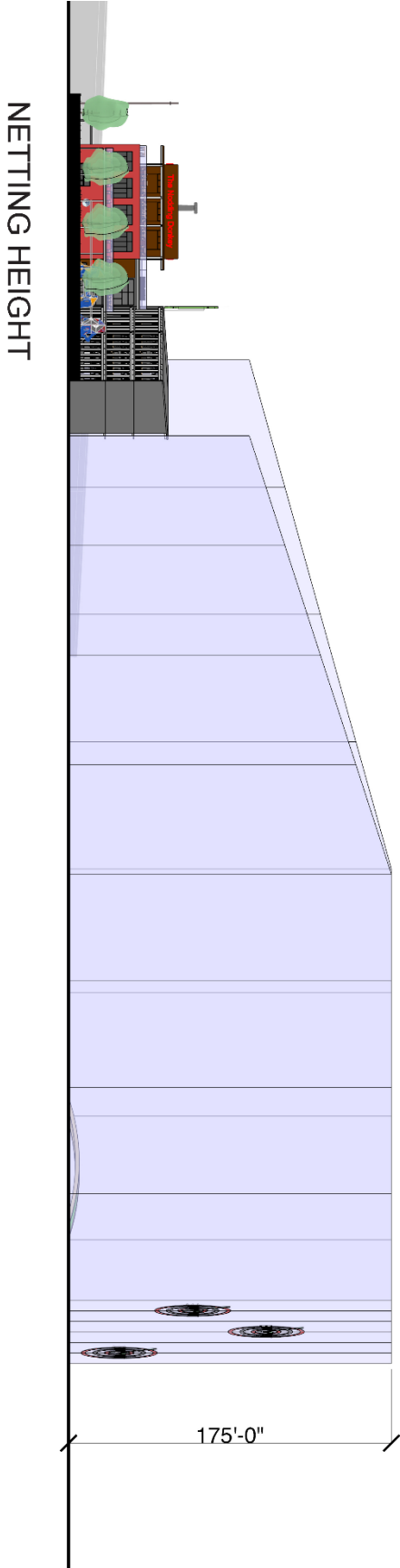
Central secure green space for families to gather. Outdoor entertainment and shaded trees provide a safe and relaxing environment for family gathering. Canopy covered raised bar for live music.

20,000 Green Space

A live entertainment destination for families and adults alike, the fun doesn't stop at golf! The second floor of Texas Wedge will be home to 12 lanes of bowling, a full arcade and five party rooms, perfect for birthday parties, corporate events and more. Go up one more level and you'll find yourself in The Nodding Donkey Sports Saloon, a full-service bar and kitchen with two private rooms (The Bourbon Room & The Bubblly Room) exclusively for adults. Each room will have private bathrooms, a bar, a balcony and two golf bays. Texas Wedge has truly been designed to be the premiere entertainment destination for families and adults alike in beautiful Rockwall, TX.



Texas Wedge



WDS
weifeng design studio

ROCKWALL CASE # Z2022-041

CITY OF ROCKWALL

ORDINANCE NO. 22-53

SPECIFIC USE PERMIT NO. S-288

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 70 (PD-70) [ORDINANCE NO. 19-41] AND THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR ONE (1) RESTAURANT WITH 2,000 SF OR MORE WITH DRIVE-THROUGH OR DRIVE-IN ON A 8.684-ACRE TRACT OF LAND IDENTIFIED AS TRACT 3-10 OF THE S. KING SURVEY, ABSTRACT NO. 131, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DESCRIBED IN EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' 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 Bowen Hendrix of DuWest Realty, LLC for the approval of a Specific Use Permit (SUP) for a *Restaurant with 2,000 SF or More with Drive-Through or Drive-In* for the purpose of constructing one (1) restaurant on a 8.684-acre tract of land described as Tract 3-10 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 70 (PD-70) for limited General Retail (GR) District land uses, situated within the SH-205 Overlay (SH-205 OV) District, generally located north of the intersection of N. Goliad Street [SH-205] and E. Quail Run Road, and being more specifically described in *Exhibit 'A'* and depicted in *Exhibit 'B'* 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 Planned Development District 70 (PD-70) [Ordinance No. 19-41] and the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall should be amended as follows:

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

SECTION 1. Planned Development District 70 (PD-70) [Ordinance No. 19-41] and the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for a *Restaurant with 2,000 SF or More, with Drive-Through or Drive-In* in accordance with Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [Ordinance No. 20-02] on the *Subject Property*; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 04.04, *General Retail (GR) District*, and Subsection 06.07, *SH-205 Overlay (SH-205 OV) 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 70 (PD-70) [Ordinance No. 19-41] -- *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 operation of a *Restaurant with 2,000 SF or More with Drive-Through or Drive-In* on the *Subject Property* and conformance to these conditions is required for continued operation:

- 1) The development of the *Subject Property* shall generally conform to the Concept Plan as depicted in *Exhibit ' B'* of this ordinance.
- 2) The applicant shall provide three tier screening on the north, south, and west sides of the concept plan.

2.2 COMPLIANCE

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

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

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

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

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

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 3rd DAY OF OCTOBER, 2022.**

Kevin Fowler, *Mayor*

ATTEST:

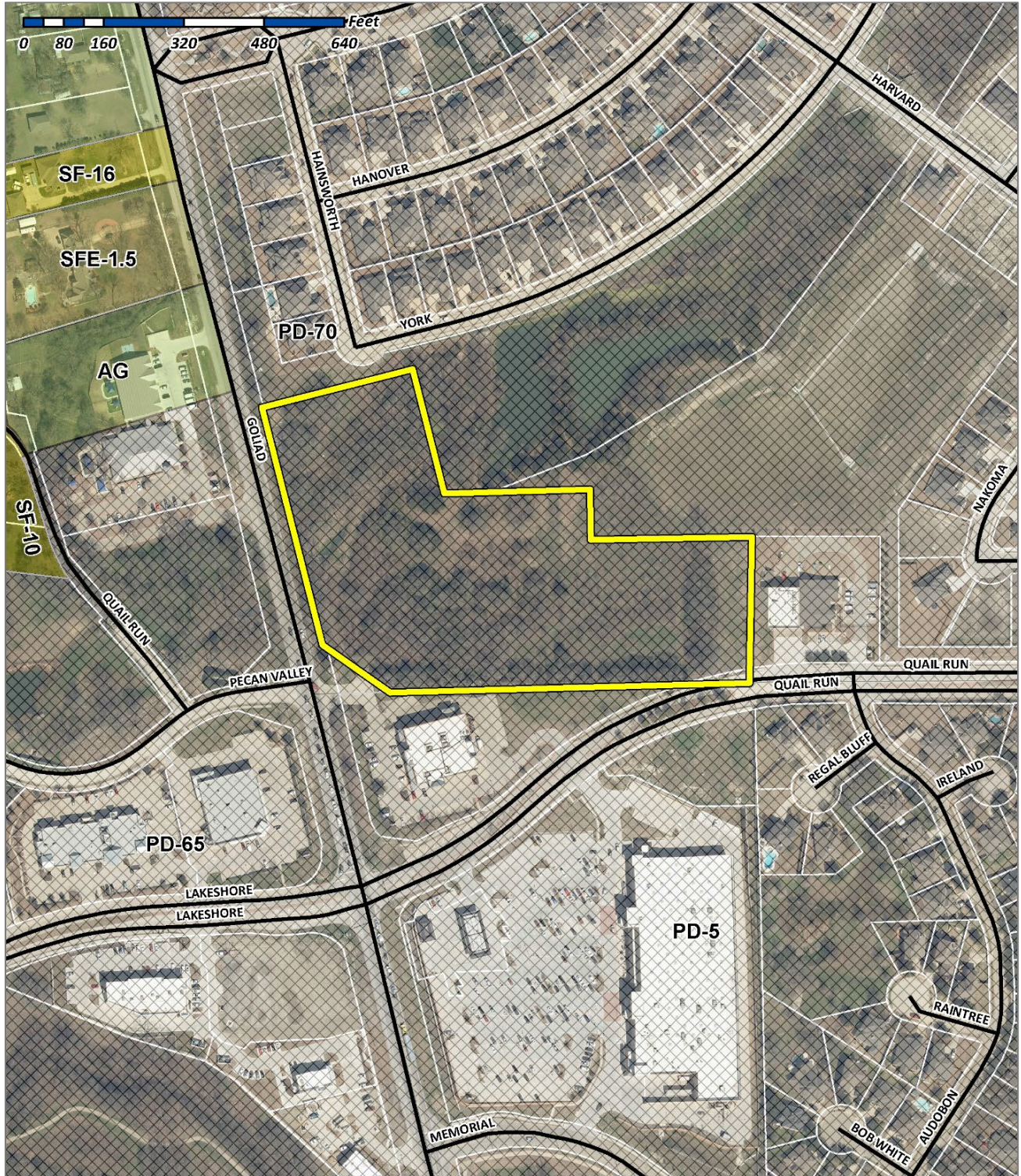
Kristy Teague, City Secretary

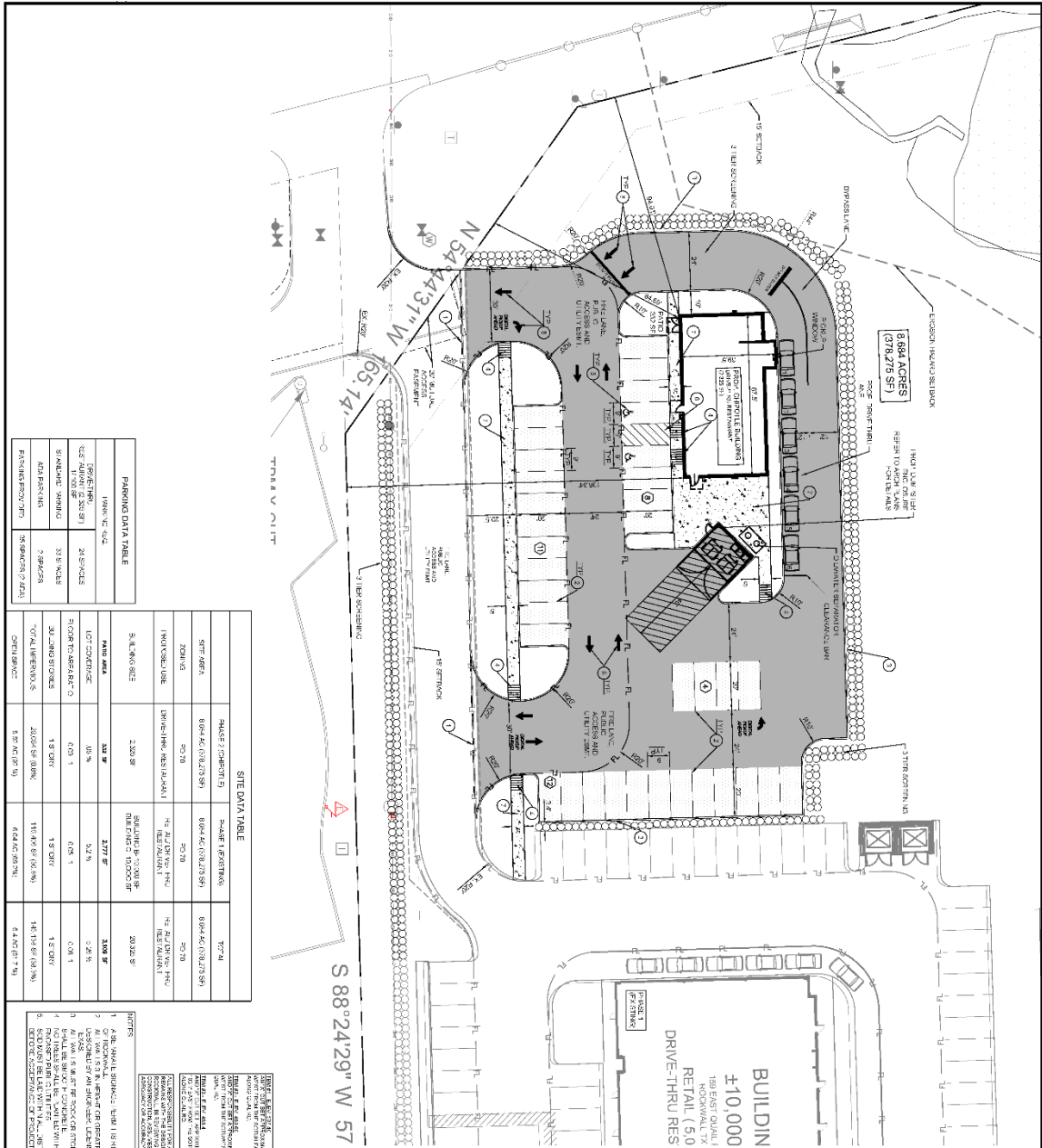
APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: September 19, 2022

2nd Reading: October 3, 2022





ITEM	AMOUNT
REGULATED SPACES	28 SPACES
UNREGULATED SPACES	0 SPACES
TOTAL SPACES	28 SPACES

ITEM	AMOUNT	UNIT
TOTAL AREA	133,777	SQ FT
LOT AREA	133,777	SQ FT
LOT COVERAGE	30%	%
LOT FRONTAGE	1,024	FT
LOT DEPTH	130	FT
TOTAL PERIMETER	4,442	FT

NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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CONSTRUCTION SCHEDULE

1. PREP & FINISH EX. STRENGTH CONCR W/FF
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10. PREP & FINISH EX. STRENGTH CONCR W/FF

DUWEST ROCKWALL, TX
 LOCAL ADDRESS: 3407 ADDRESS
 STONE CREEK BALANCE LTD
 ABSTRACT NO 131
 8.684 AC (378,272 SF)

CONSTRUCTION SCHEDULE

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CONSTRUCTION SCHEDULE

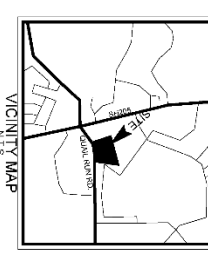
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DUWEST ROCKWALL, TX
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 STONE CREEK BALANCE LTD
 ABSTRACT NO 131
 8.684 AC (378,272 SF)

CLAYMOORE ENGINEERING

CITY OF ROCKWALL

ORDINANCE NO. 22-54

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 ARTICLE 09, TREE PRESERVATION, 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 Article 09, *Tree Preservation*, 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 Article 09, *Tree Preservation*, 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. 20-02*], 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 3RD DAY OF OCTOBER, 2022.

Kevin Fowler, Mayor

ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: September 19, 2022

2nd Reading: October 3, 2022

See Next Page ...



MEMORANDUM

TO: Mary Smith, City Manager

CC: Honorable Mayor and City Council

FROM: Ryan Miller, Director of Planning and Zoning

DATE: October 3, 2022

SUBJECT: P2022-050; FINAL PLAT FOR LOTS 1 & 2, BLOCK A, BOYS AND GIRLS CLUB OF ROCKWALL ADDITION

Attachments

Case Memo
Location Map
Final Plat
Chapter 380 Agreement

Summary/Background Information

Consider a request by the City of Rockwall for the approval of a *Final Plat* for Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition being a 5.812-acre tract of land identified as Tract 9 of the M. B. Jones Survey, Abstract No. 122, Rockwall County, Texas, zoned General Retail (GR) District, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, located at the southwest corner of the intersection of John King Boulevard and FM-1141, and take any action necessary.

Action Needed

The City Council is being asked to approve, approve with conditions, or deny the proposed Final Plat.



CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council
DATE: October 3, 2022
APPLICANT: Ryan Miller; *City of Rockwall*
CASE NUMBER: P2022-050; *Final Plat for Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition*

SUMMARY

Consider a request by the City of Rockwall for the approval of a Final Plat for Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition being a 5.812-acre tract of land identified as Tract 9 of the M. B. Jones Survey, Abstract No. 122, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, located at the southwest corner of the intersection of John King Boulevard and FM-1141, and take any action necessary.

PLAT INFORMATION

- ☑ In accordance with the Chapter 380 Economic Development Agreement executed by the City of Rockwall on March 8, 2022, the City is requesting the approval of a Final Plat for a 5.812-acre parcel of land for the purpose of creating two (2) lots (*i.e. Lots 1 & 2, Block A, Boys and Girls Club Addition*) from a 5.812-acre tract of land (*i.e. Tract 9 of the M. B. Jones Survey, Abstract No. 122*). Based on the requirements of the agreement one (1) of the lots (*i.e. Lot 2, Block A*) -- being a 4.812-acre parcel of land -- will be swapped for a 5.07-acre tract of land (*i.e. Tract 2-06 of the D. Harr Survey, Abstract No. 102*) to facilitate the possible development of a new facility for the Boys and Girls Club of America. The remaining lot (*i.e. Lot 1, Block A*) along with the 5.07-acre tract of land (*i.e. Tract 2-06 of the D. Harr Survey, Abstract No. 102*) will be retained by the City of Rockwall.
- ☑ The subject property was annexed on May 19, 1986 by *Ordinance No. 86-37 [i.e. Case No. A1986-005]*. The remainder of the subject property was annexed on March 16, 1998 by *Ordinance No. 98-10 [i.e. Case No. A1998-001]*. At the time of annexation both portions of the subject property were zoned Agricultural (AG) District. In 2007-2008, the City of Rockwall acquired the subject property -- which was a portion of a larger 6.702-acre tract of land (*i.e. Tract 9 of the M. B. Jones Survey, Abstract No. 122*) -- for the future right-of-way of John King Boulevard. When John King Boulevard was constructed, the subject property was established in its current configuration. The subject property has remained vacant since its annexation. On February 7, 2022, the City Council approved a motion directing the City Manager to enter into a Chapter 380 Economic Development Agreement with the owner of the tract of land located at the southeast corner of the intersection of Airport Road and John King Boulevard for the purpose of swapping a portion of the subject property for his 5.07-acre tract of land (*i.e. Tract 2-06 of the D. Harr Survey, Abstract No. 102*) to facilitate the possible development of a future facility for Boys and Girls Club of America. This agreement was signed and executed by the City and Saro Partners, LLC on March 8, 2022. In accordance with this agreement, the City Council approved *Ordinance No. 22-20 [i.e. Case No. Z2022-011]* changing the zoning of the subject property from an Agricultural (AG) District to a Commercial (C) District on April 4, 2022.
- ☑ The surveyor has completed the majority of the technical revisions requested by staff, and this Final Plat -- conforming to the requirements for plats as stipulated by the *Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☑ Conditional approval of this Final Plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- ☑ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance in the Municipal Code of Ordinances*.

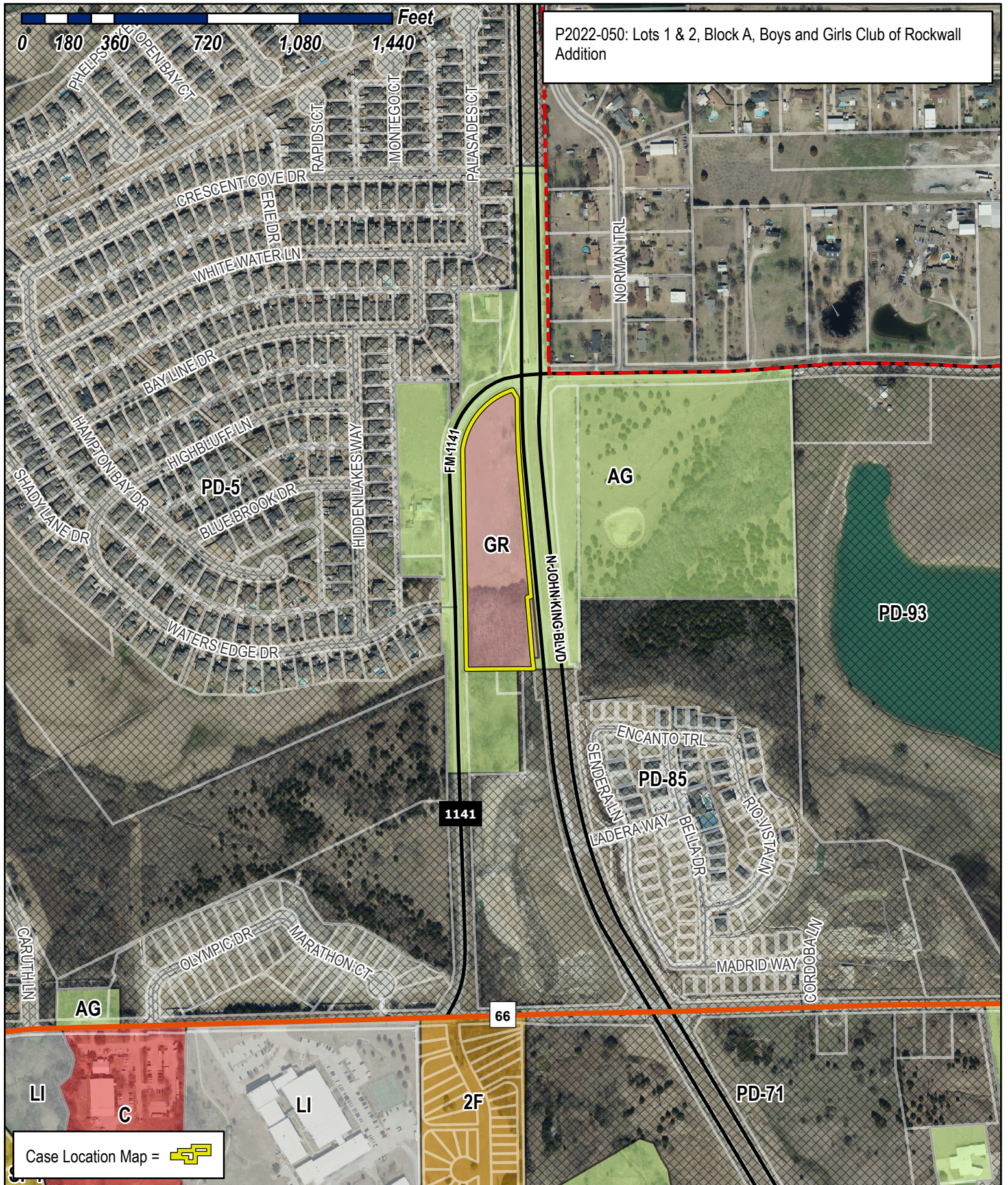
CONDITIONS OF APPROVAL

If City Council chooses to approve of the Final Plat for the *Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition*, staff would propose the following conditions of approval:

- (1) All technical comments from City Staff (*i.e. Engineering, Planning and Fire Department*) shall be addressed prior to submittal of civil engineering plans;
- (2) Any construction resulting from the approval of this Final Plat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On September 27, 2022, the Planning and Zoning Commission approved a motion to recommend approval of the Final Plat by a vote of 6-0, with Commissioner Welch absent.

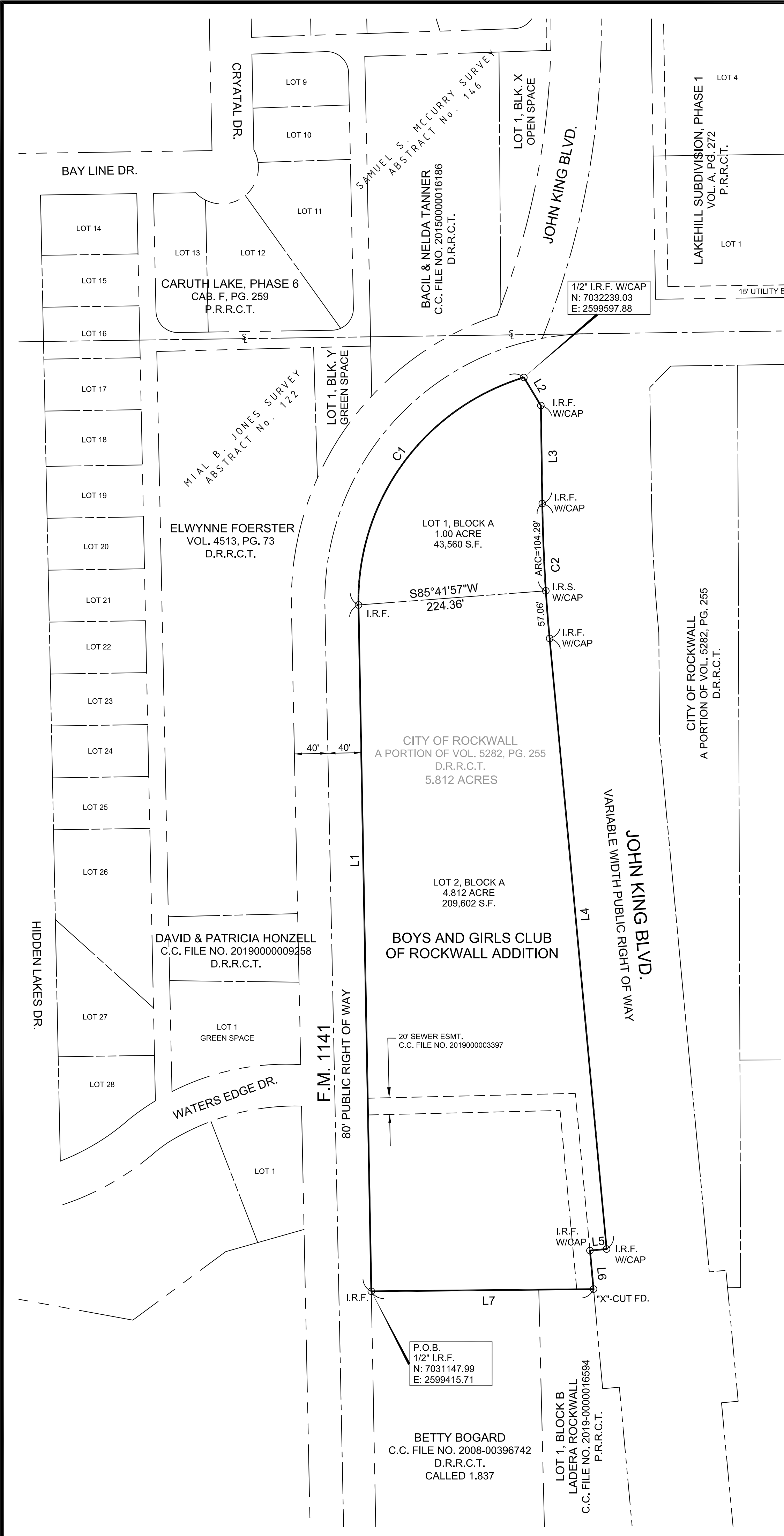


City of Rockwall

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

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





STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS CITY OF ROCKWALL, BEING THE OWNER OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:

Being a 5.812 acre tract of land in the Mial B. Jones Survey, Abstract No. 122, City of Rockwall, Rockwall County, Texas, being a portion of a called 10.942 acre tract, described in deed to the City of Rockwall, recorded in County Clerk Number 2007-00389123, Deed Records of Rockwall County, Texas, being that portion of said deed lying west of John King Boulevard, a variable width public right of way, more particularly described as follows:

Beginning at a found one half inch iron rod being the southwest corner of said City of Rockwall tract, being the northwest corner of a called 1,837 acre tract, deeded to Betty Bogard, recorded in County Clerk Number 2008-00396742, Deed Records of Rockwall County, Texas, being on the east right of way line of FM 1141, a 80 foot wide public right of way;

THENCE North 01°04'21" West along said right of way line for a distance of 819.58 feet to a found one half inch iron rod, being the beginning of a tangent curve to the right;

THENCE northeasterly along said curve to the right with a radius of 278.39 feet, a central angle of 74°11'35", a chord bearing of North 36°01'27" East, a chord distance of 335.83 feet for an arc length of 360.49 feet to a found one half inch iron rod with cap "BW2";

THENCE South 31°09'51" East for a distance of 39.22 feet to a found one half inch iron rod with cap "BW2", being on the west right of way line of John King Boulevard, a variable width public right of way;

THENCE South 00°50'54" East along said right of way line for a distance of 117.04 feet to a found one half inch iron rod with cap "BW2", being on the beginning of a curve to the left;

THENCE southeasterly along said curve to the left, with a radius of 2,060.00 feet, a central angle of 4°29'16", a chord bearing of South 03°05'37" East, a chord distance of 161.31 feet, for an arc length of 161.35 feet to a found one half inch iron rod with cap "BW2";

THENCE South 05°20'14" East along said right of way line for a distance of 732.10 feet to a found one half inch iron rod with cap "BW2";

THENCE South 84°39'46" West along said right of way line for a distance of 20.00 feet to a found one half inch iron rod with cap "BW2";

THENCE South 05°20'14" East along said right of way line for a distance of 46.17 feet to a found "X" cut, being the southeast corner of said City of Rockwall tract, being the northeast corner of Lot 1, Block B of the Final Plat of Ladera Rockwall, recorded in County Clerk File No. 2019-0000016594, Plat Records of Rockwall County, Texas;

THENCE South 89°26'01" West along said common line for a distance of 265.40 feet to the Point of Beginning; CONTAINING 5.812 acres or 253,162 square feet of land more or less.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That I, Raul Dominguez Reyes, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the platting rules and regulations of the City of Rockwall, Texas.

Raul Dominguez Reyes
Registered Professional Land Surveyor No. 5390

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Raul Dominguez Reyes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

APPROVED:

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 2022.

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

WITNESS OUR HANDS, this _____ day of _____, 2022.

Mayor, City of Rockwall City Secretary City Engineer

STATE OF TEXAS
COUNTY OF ROCKWALL

WE the undersigned owners of the land shown on this plat, and designated herein as the FINAL PLAT BOYS AND GIRLS CLUB OF ROCKWALL ADDITION, LOT 1 AND LOT 2, BLOCK A to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the BOYS AND GIRLS CLUB OF ROCKWALL, LOT 1 AND LOT 2, BLOCK A have been notified and signed this plat.

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

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

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

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

CITY OF ROCKWALL

BY: _____

STATE OF TEXAS
COUNTY OF ROCKWALL

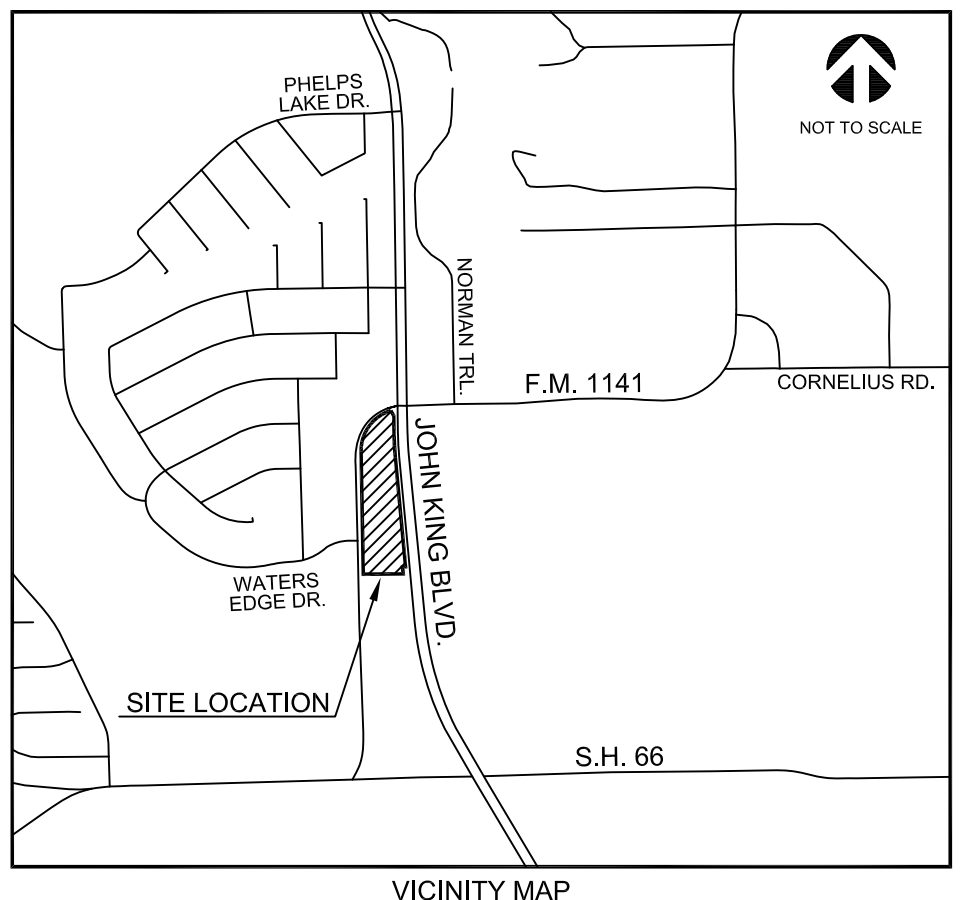
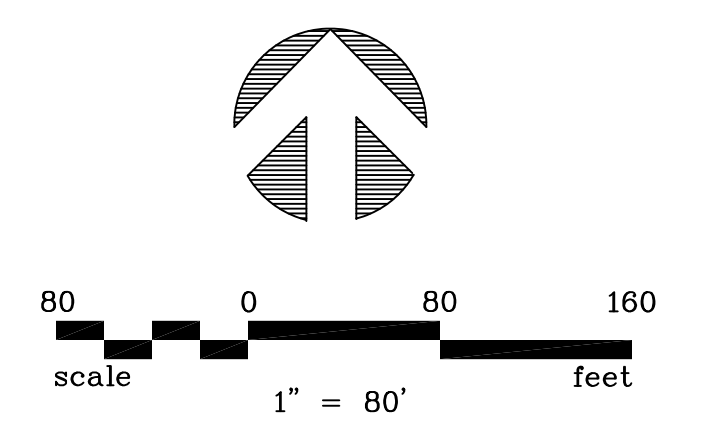
BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Raul Dominguez Reyes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

General Notes:

- 1) It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.
- 2) Property owner shall be responsible for maintaining, repairing, and replacing all systems within the drainage and detention easements
- 3) Bearings and coordinates shown are based on Texas State Plane Coordinate System, North Central Zone, (4202), North American Datum of 1983on grid coordinate values, no scale, no projection.
- 4) The surveyor has made no investigations or independent search for easements, encumbrances, or any other facts that an accurate and current title search may disclose.



LEGEND:
P.O.B. = POINT OF BEGINNING
ESMT. = EASEMENT
I.R.F. = IRON ROD FOUND
I.R.S. = IRON ROD SET
P.R.R.C.T. = PLAT RECORDS ROCKWALL COUNTY TEXAS
D.R.R.C.T. = DEED RECORDS ROCKWALL COUNTY TEXAS

PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	N01°04'21"W	819.58'
L2	S31°09'51"E	39.22'
L3	S00°50'54"E	117.04'
L4	S05°20'14"E	732.10'
L5	S84°39'46"W	20.00'
L6	S05°20'14"E	46.17'
L7	S89°26'01"W	265.40'

PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	360.49'	278.39'	74°11'35"	335.83'	N36°01'27"E
C2	161.35'	2060.00'	4°29'16"	161.31'	S03°05'37"E

PRELIMINARY REVIEW ONLY

CITY PROJECT NUMBER: ---
FINAL PLAT
LOT 1 AND LOT 2, BLOCK A
BOYS AND GIRLS CLUB OF ROCKWALL ADDITION
AN ADDITION TO THE CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS
BEING 253,162 S.F. OR 5.812 ACRES OF LAND
SITUATED IN THE
MIAL B. JONES SURVEY, ABSTRACT NO. 122

OWNER/APPLICANT
CITY OF ROCKWALL PLANNING AND ZONING DEPARTMENT
385 S. GOLIAD STREET
ROCKWALL, TEXAS 75087
CONTACT: RYAN C. MILLER, AICP
972-772-6441

SURVEYOR/ENGINEER
SPX
SCHAUMBURG & POLK, INC.
1919 S. Shiloh Road
Suite 500, L.B. 27
Garland, Texas 75042
RUDY REYES, R.P.L.S.
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. 1002200

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** (hereinafter referred to as the *Agreement*) is entered into by and between the **CITY OF ROCKWALL, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the *City*) and **SARO PARTNERS, LLC** [a Texas limited liability company], (hereinafter referred to as the *Developer*). The *City* and *Developer* are collectively referred to in this *Agreement* as the *Parties*.

WHEREAS, the *City* owns approximately 4.18-acre tract of land (*i.e. Tract 9 of the M. B. Jones Survey, Abstract No. 122*) -- depicted in Exhibit 'A' attached hereto and incorporated herein for all purposes (the *City's Property*), which is part of a larger portion of a 5.702-acre tract of land in the City of Rockwall located at the southwest corner of John King Boulevard and FM-1141; and

WHEREAS, the *Developer* owns approximately 5.07-acre tract of land (*i.e. Tract 2-06 of the D. Harr Survey, Abstract No. 102*) -- depicted in Exhibit 'B' attached hereto and incorporated herein for all purposes (the *Developer's Property*), which is in the City of Rockwall at the southeast corner of Airport Road and John King Boulevard; and

WHEREAS, the *Developer's Property* is located in the Airport Runway Protection Zone of the Ralph Hall Municipal Airport, which limits the type of development that can be developed on the *Developer's Property*, including the development of an assembly type land use (*i.e. the Boys and Girls Club*); and

WHEREAS, the *Developer* has offered to exchange the *Developer's Property* for the *City's Property* in order to allow for the development of a Boys and Girls Club facility (the *Project*) based on the agreed to terms of an executed **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** between the *City* and the *Developer*; and

WHEREAS, the *City* has determined that the development of the *Project* will be a benefit to the *City* and will promote economic development in the area; and

WHEREAS, in accordance with Section 52-a, *Programs and Loans or Grants of Public Money for Economic Development*, of Article 3, *Legislative Department*, of the Texas Constitution and Section 380.001 of the Texas Local Government Code, the *City* has established a program to provide for the administration of programs to promote state or local economic development and to stimulate business and commercial activity in the *City*; and

WHEREAS, to ensure that the benefits the *City* provides under this *Agreement* are utilized in a manner consistent with Section 52-a, *Programs and Loans or Grants of Public Money for Economic Development*, of Article 3, *Legislative Department*, of the Texas Constitution and Chapter 380, *Miscellaneous Provisions Relating to Municipal Planning and Development*, of the Texas Local Government Code, the *Developer* has agreed, to receive such benefits, to cooperate with the *City* in the design and construction of certain public improvements; and

WHEREAS, the *City* acknowledges that the provisions of this *Agreement* substantially advance a legitimate interest of the *City* by providing public infrastructure, expanding the tax base of the *City* and promoting economic development.

NOW, THEREFORE, for and in consideration of the above recitals and the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the *City* and the *Developer* hereby agree as follows:

(1) PROJECT.

(A) Jurisdiction. The design, specifications and ordinances for the *Project* applicable in the City of Rockwall shall apply to the *Project*, except where the City of Rockwall City Council concurs in writing the application of differing requirements and specifications.

(B) Property for the Project. The *City Property* for the *Project* consists of a 4.18-acre acre tract of land (*i.e. Tract 9 of the M. B. Jones Survey, Abstract No. 122*) -- depicted in Exhibit A attached hereto and incorporated herein for all purposes,

which is part of a larger portion of a 5.702-acre tract of land in the City of Rockwall located at the southwest corner of John King Boulevard and FM-1141.

- (C) Conditions Precedent. This *Agreement* and the *Developer's* obligation to execute the *Project* are subject to the following conditions:
- (I) The *City* will initiate zoning procedures to rezone the *City's Property* from an Agricultural (AG) District to a Commercial (C) District. This zoning change would be in accordance with the *City's Future Land Use Map* contained in the *OURHometown Vision 2040 Comprehensive Plan*, and would allow the requested land uses (*i.e. a Daycare with Seven [7] or More Children/Office*) needed for the *Project*.
 - (II) Upon the zoning being approved on the *City's Property*, the *City* and *Developer* will legally document the exchange of the *City's Property* for the *Developer's Property*. This exchange of property will secure a portion of the Airport Runway Protection Zone of the Ralph Hall Municipal Airport.
 - (III) Once the *Developer* is in possession and has acquired ownership of the *City's Property*, the Boys and Girls Club will have 36-months from the date of the exchange of property to begin developing the *City's Property* with the *Project*. Once the *Project* has commenced, *Developer* shall have 24-months to complete the *Project*.
- (D) Return of City Property. Should the *Project* fail to commence within 36-months from the date the exchange of the property or if the *Parties* do not extend the term to commence the *Project*, the *Developer* will reconvey the *City's Property* back to the City of Rockwall at no cost to the *City* and the *City* will reconvey the *Developer's Property* back to the *City* at no cost to the *Developer*. If the *City* returns the *Property* to *Developer*, *Developer* must comply with the regulations of the Airport Runway Protection Zone on any future development of the returned *Developer's Property*.
- (E) Plans and Approvals. The *Developer* shall be responsible for pursuing and obtaining the necessary plats, site plan approvals and all other approvals and permits required from the *City* which are necessary for construction of the improvements for the development for the *Project* as well as all occupancy and use permits required to allow the development and occupancy of the *Project*.
- (F) Construction. If sufficient funds are raised to proceed with the *Project*, the *Developer* shall require its construction contractor(s) to construct the *Project* in a good and workmanlike manner and in substantial accordance with the approved plans and specifications and shall diligently pursue the construction of the *Project* until it is completed. The *City* shall have the right to inspect the *Project* to confirm compliance with the approved plans and specifications and applicable *City* codes.

(2) DEFAULT.

- (A) Notice and Opportunity to Cure. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of 30-days after receipt by such party of notice of default from the other party. Upon the passage of 30-days without cure of the default, such party shall be deemed to have defaulted for purposes of this *Agreement*, unless such party has commenced to cure such default and is prosecuting the same with reasonable diligence. Notwithstanding the foregoing, commencement of cure, with reasonable diligence, shall only prevent a party from being in default for 60-days after notice was received and a cure had not been achieved unless the non-defaulting party agrees to allow the defaulting party additional time to cure the default.
- (B) Remedies. In the event of a default not cured within the time period set forth herein, the non-defaulting party may, as its sole and exclusive remedy, terminate this *Agreement* or seek injunctive relief of other equitable relief, including, without limitation, specific performance, to enforce the terms of this *Agreement*. Notwithstanding the foregoing, if injunctive or other equitable relief is barred by governmental immunity, then the *Developer* may pursue all other legal and equitable remedies that are not barred by governmental immunity; however, in no event shall a non-defaulting party be entitled to an award of damages or any other monetary relief. The foregoing remedies shall not be applicable to the facts set forth in Section (1)(D) above and the remedy set forth in such Section shall be the exclusive remedy of the *City* and the *Developer* for the facts set forth in that Section.

- (C) Attorney's Fees. In the event that the *Developer* and the *City* fail to resolve a dispute and become involved in litigation with regard to breach of or dispute arising out of this *Agreement*, the prevailing *Party* shall be entitled to be paid its reasonable attorneys' fees and court costs.

(3) DISPUTE RESOLUTION.

- (A) If a dispute arises out of or relates to this *Agreement* or the breach thereof, the *Parties* shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective *Party*. If such dispute cannot be settled through negotiation, the *Parties* agree to try in good faith to settle the dispute by mediation under the *Commercial Mediation Rules of the American Arbitration Association*, Dallas, Texas, before resorting to litigation, or some other dispute resolution procedure; provided that a *Party* may not invoke mediation unless it has provided the other *Party* with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any *Party* may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such *Party* is entitled to equitable relief by law, the terms of the *Agreement*, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as Alternate Dispute Resolution (ADR) shall be assessed equally between the *City* and *Developer* with each party bearing their own costs for attorneys' fees, experts, and other costs of ADR and any ensuing litigation.

(4) GENERAL PROVISIONS.

- (A) INDEMNIFICATION. THE *DEVELOPER* AGREES TO DEFEND, INDEMNIFY AND HOLD THE *CITY* AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE *CITY*) HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE *CITY* DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO *DEVELOPER'S* ACTIVITIES UNDER THIS *AGREEMENT*, INCLUDING ANY ACTS OR OMISSIONS OF *DEVELOPER'S* AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR CONTRACTOR OF THE *DEVELOPER*, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS *AGREEMENT*. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE *CITY*, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE IS THE SOLE CAUSE OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.
- (B) THE PROVISIONS OF THE ABOVE SECTIONS ARE SOLELY FOR THE BENEFIT OF THE *PARTIES* HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT BEING THE INTENTION OF THE *PARTIES* THAT THE *DEVELOPER* SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY AMOUNTS PAID TO THE *DEVELOPER* HEREIN THAT INCLUDES *CITY* SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE *CITY*.
- (C) Mutual Assistance. The *City* and the *Developer* will do all things and execute all documents reasonably necessary or appropriate to carry out the terms and provisions of this *Agreement* and to aid and assist each other in carrying out such terms and provisions.
- (D) Inconsistencies. Where any inconsistency exists between this *Agreement* and other provisions of subsequent collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this *Agreement* shall control.
- (E) Rule of Construction. The *Parties* hereto acknowledge that each party and its legal counsel have reviewed and revised this *Agreement*, and the *Parties* hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this *Agreement* or any amendments hereto.

(F) Independent Contractors and Immunity.

- (I) It is expressly understood and agreed by all *Parties* hereto that in performing their services hereunder, the *Developer* at no time will be acting as an agent of the *City* and that all consultants or contractors engaged by the *Developer* respectively will be independent contractors of the *Developer*; and nothing contained in this *Agreement* is intended by the *Parties* to create a partnership or joint venture between the *Parties* and any implication to the contrary is hereby expressly disavowed. The *Parties* hereto understand and agree that the *City* will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the *Developer* respectively under this *Agreement*, unless any such claims are due to the fault of the *City*.
- (II) By entering into this *Agreement*, the *Parties* do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the *City* with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- (III) No employee of the *City*, or any councilmember or agent of the *City*, shall be personally responsible for any liability arising under or growing out of this *Agreement*.

(G) Invalidity. If any provision of this *Agreement* is held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. The *Parties* shall use their best efforts to replace the respective provision or provisions of this *Agreement* with legal terms and conditions approximating the original intent of the *Parties*.

(H) Written Notice. All notices from one party to the other must be in writing and are effective upon receipt when mailed to or hand delivered as follows:

CITY: City of Rockwall
Attention: Mary Smith, *City Manager*
385 S Goliad Street
Rockwall, Texas 75087

CITY CC: Davidson Troilo Ream & Garza
Attention: Frank Garza, *City Attorney*
601 NW Loop 410 Suite 100
San Antonio, Texas 78216

DEVELOPER: Saro Partners, LLC
Attention: Shawn Valk
1450 T. L. Townsend Drive, Suite 100
Rockwall, Texas 75087

DEVELOPER CC: Holmes Firm PC
Attention: Ronald L. Holmes
14241 Dallas Parkway, Suite 800
Dallas, Texas 75254

NOTE: Either party may change its business address by providing at least 30 calendar days written notice to the other party of such change.

(I) Entire Agreement. It is understood that this *Agreement* and the *Exhibits* contain the entire agreement between the *Parties* and supersedes any and all prior agreements, arrangements, statements, promises, inducements, or understandings, whether oral or written, between the *Parties* relating to the subject matter. This *Agreement* cannot be

changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this *Agreement*, shall affect or modify any of the terms or obligations hereunder.

- (J) *Amendment*. No amendment to this *Agreement* shall be effective and binding unless and until it is reduced to writing, approved by the City Council, and signed by duly authorized representatives of both *Parties*.
- (K) *Choice of Law and Forum Selection*. This *Agreement* shall be governed, enforced and construed in accordance with laws of the State of Texas. Any and all contested matters arising out of this *Agreement* in any way shall be brought in the courts of Rockwall County, Texas, United States of America.
- (L) *Authority*. The *Developer* hereby certifies, represents, and warrants that the execution of this *Agreement* is duly authorized and adopted in conformity with its governing documents. The *City* hereby certifies, represents, and warrants that the execution of this *Agreement* is duly authorized and adopted in conformity with the *City* charter and ordinances. The *City's* execution of this *Agreement* is authorized by Chapter 380, *Miscellaneous Provisions Relating to Municipal Planning and Development*, of the Texas Local Government Code and constitutes a valid and binding obligation of the *City*. The *City* acknowledges that the *Developer* is acting in reliance upon the *City's* performance of its obligations under this *Agreement* in making the decision to commit substantial resources and money to the construction of the *Project*.
- (M) *Assignment*. The *Developer's* rights and obligations under this *Agreement* may be assigned by the *Developer* provided such assignment receives prior written approval of the City Council of the City of Rockwall, not to be unreasonably withheld, conditioned, delayed, or denied. Notwithstanding the foregoing, the *Developer* may, without the *City's* approval, assign any credits accruing to the *Developer* under this *Agreement*.
- (N) *Waiver*. Failure of either party, at any time, to enforce a provision of this *Agreement* shall in no way constitute a waiver of that provision nor in any way affect the validity of this *Agreement*, any part hereof, or the right of the *City* or the *Developer* thereafter to enforce each and every provision hereof. No term of this *Agreement* shall be deemed waived unless the waiver is in writing and signed by the party claimed to have waived such term. Furthermore, any consent to or waiver of a breach will not constitute consent to, waiver of, or excuse of any other different or subsequent breach.
- (O) *Force Majeure*. If performance of this *Agreement* or any obligation under this *Agreement* is prevented, restricted, or interfered with by causes beyond either party's reasonable control (*Force Majeure*), then the obligations of the party invoking this provision will be suspended to the extent necessary by such event. Events constituting *Force Majeure* include without limitation: acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents or affiliates.
- (P) *Agreement Acknowledged*. The *Parties* acknowledge that they have read, understand and intend to be bound by the terms and conditions of this *Agreement*.
- (Q) *Multiple Originals*. This *Agreement* may be executed in multiple originals.
- (R) *Construction*. This *Agreement* shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of this *Agreement* or the portions of this *Agreement* in question.
- (S) *Incorporation of Recitals*. Any recitals in this *Agreement* are represented by the *Parties* to be accurate and constitute a part of the *Agreement*.
- (T) *Effective Date*. The effective date of this *Agreement* is the last signature date below (the *Effective Date*).

[SIGNATURE PAGES TO FOLLOW]

EXECUTED as of the dates indicated below in multiple originals:

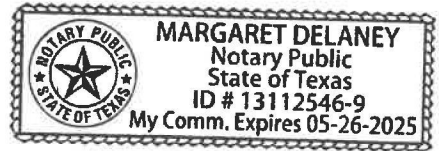
CITY:

CITY OF ROCKWALL, TEXAS,
a Texas home-rule municipality

By: Mary Smith
Name: Mary Smith
Title: City Manager
Date: 3/8/2022

ATTEST:

By: Kristy Cole
Name: Kristy Cole
Title: City Secretary
Date: 03/08/2022



STATE OF TEXAS
COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 8th day of March, 2022, by Mary Smith, the City Manager of the City of Rockwall, a Texas municipal Corporation on behalf of such municipality.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF March, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS: Margaret Delaney

MY COMMISSION EXPIRES: 05-26-2025

DEVELOPER:

SARO PARTNERS, LLC,
a Texas limited liability company
By: Shawn Valk
Name: Shawn Valk, Manager
Date: 2-2-2022

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, above signed authority, on this day personally appeared, *Shawn Valk*, the owner of the *Developer's Property*, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the foregoing *Agreement* for the purposes and consideration therein expressed, in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2 DAY OF March, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS: Annalyse An

MY COMMISSION EXPIRES: May 7, 2023

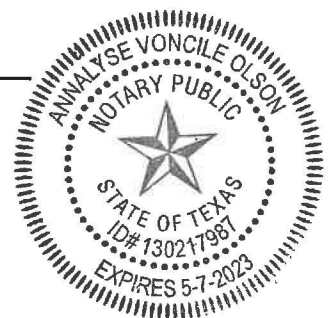
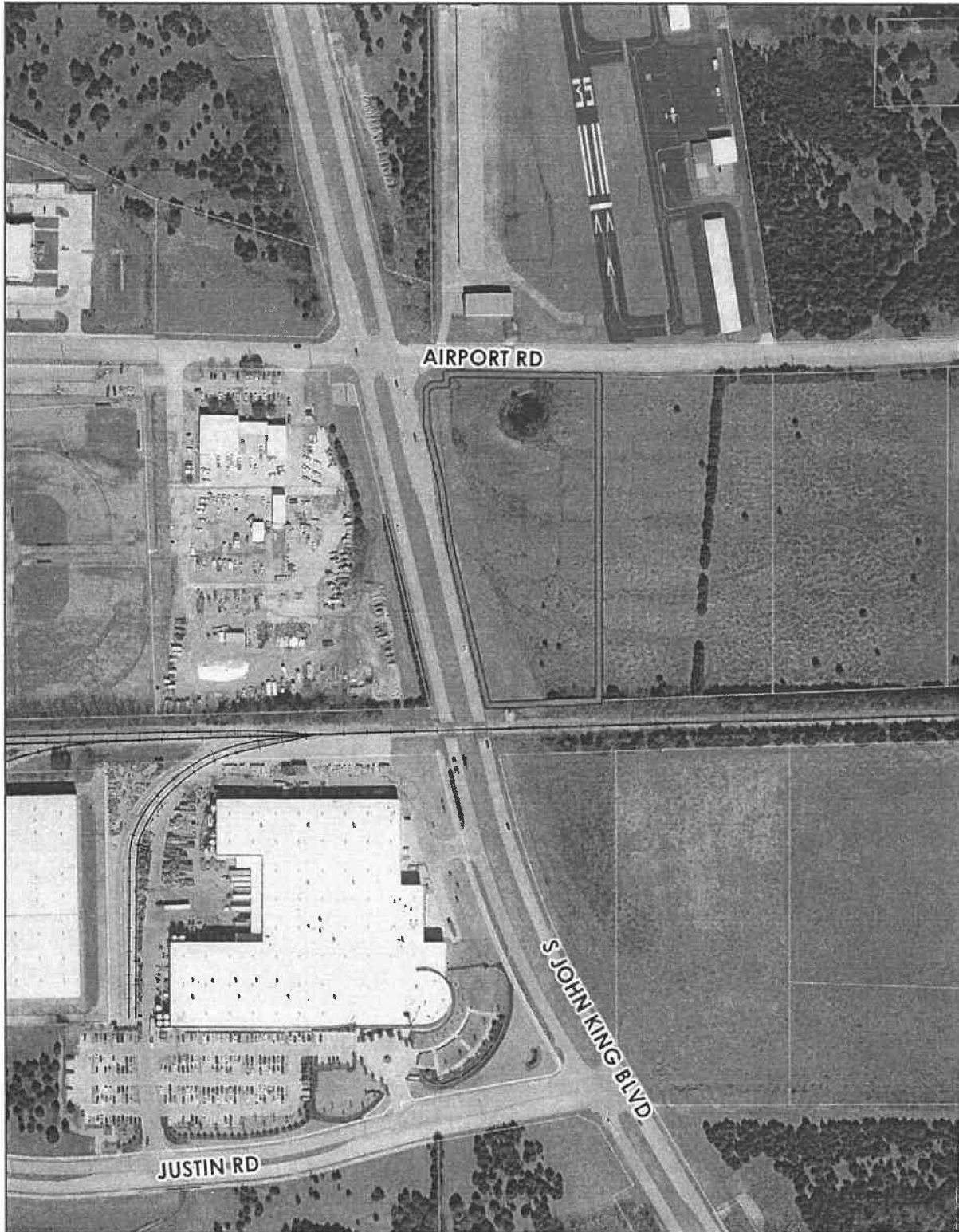


EXHIBIT 'A':
MAP OF THE CITY'S PROPERTY



EXHIBIT 'B':
MAP OF THE DEVELOPER'S PROPERTY



Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
03/08/2022 11:59:38 AM
\$58.00
20220000005160



Jennifer Fogg



City of Rockwall
The New Horizon

MEMORANDUM

TO: City Council

FROM: Joey Boyd, Assistant City Manager

DATE: September 28, 2022

SUBJECT: Contract with Custard Construction Services

The City Council funded several improvements to city facilities in the previous fiscal year. Attached for review and consideration are proposals from Custard Construction Services for the next phase of improvements that include:

Moisture Protection at City Hall – the city’s contractor performed waterproofing at city hall and recommends additional measures at the storefront on the north plaza, around the plaza drains, and on the south roof system to further eliminate the opportunity for rainwater infiltration into the building. **\$77,232.47**

Municipal Service Center Improvements – several improvements were made in 2022 in the main office, breakroom, restroom, and storage areas of the municipal service center. This proposal includes additional improvements to the main shop area and to other buildings in which the water/wastewater, streets, and parks departments operate. Much of these improvements involve lighting, roofing, overhead door replacement, exterior painting, insulation, winterizing, and weatherproofing measures. **\$399,490.56**

Total: \$476,723.03

The City Council is asked to consider awarding contracts for improvements to these city facilities and authorize the City Manager to execute agreements with Custard Construction Services. Funds are allocated in the FY 23 Internal Operations Department operating budget for these projects.

CUSTARD CONSTRUCTION SERVICES

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION # 1454932931700

Date: September 29, 2022

Quote #CCSQ-2259

Customer: City of Rockwall
385 S. Goliad St.
Rockwall, TX. 75087

Attention: Joey Boyd
Phone Number: 214-986-1722
Email: JBoyd@rockwall.com

City Hall Phase III Waterproofing

PHASE II - Red lines indicate the work area for the scope below

Northside Doors -

Scope of Work -

- Setup safety and staging equipment
- Fabricate and install a metal drip flashing above the doors
- Remove the existing threshold
- Clean and prepare the surface
- Apply new sealant
- Install a new threshold with a lip
- Remove existing deteriorated sweeps and seals
- Install new sweeps and seals

Price.....\$3,368.30

Drains in the plaza deck on the Northside -

Scope of Work -

- Setup safety and staging equipment
- Remove the tiles around the drain
- Remove the concrete topping slab around the drain
- Clean and prepare the surface
- Apply new below grade sealant to tie into existing deck sealant
- Pour new concrete
- Sealant around the drain at the surface level
- RE-install tile (replacement tile, if needed, to be provided by the city)

Price (per drain)\$11,640.15

P.O. Box 271080 Flower Mound, TX 75027-1080 Ph. 214-415-2383

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CUSTARD CONSTRUCTION SERVICES

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION # 1454932931700

Date: September 29, 2022

Quote #CCSQ-2259

Customer: City of Rockwall
385 S. Goliad St.
Rockwall, TX. 75087

Attention: Joey Boyd
Phone Number: 214-986-1722
Email: JBoyd@rockwall.com

City Hall Phase III Waterproofing

Through wall flashing - Northside

Scope of Work -

- Setup safety and staging equipment
- Remove brick in sections
- Install a new through-wall flashing with end dam details
- Install a weep rope system
- Re-install brick in color blended non-shrinking mortar

Price.....\$18,037.02

Plaza Deck Flashing - Northside

Scope of Work -

- Setup safety and staging equipment
- Remove the tiles along the wall
- Remove the concrete topping slab around the wall
- Clean and prepare the surface
- Apply new below grade sealant to tie into existing deck sealant
- Pour new concrete
- Sealant around the drain at the surface level
- RE-install tile (replacement tile, if needed, to be provided buy the city)

Price.....\$24,696.91

Through wall flashing - Southside

Scope of Work -

- Setup safety and staging equipment
- Remove brick in sections
- Install a new through-wall flashing with end dam details
- Install a weep rope system
- Re-install brick in color blended non-shrinking mortar

Price.....\$19,490.09

NOTE: The scope of work above is designed to address the leaks that are currently on going at the raise wall on the northside. We are not aware of any leaks at the southside raise wall however included it as an option. Phase IV, if necessary, may include re-working all or sections of the Plaza Deck, plaza deck coating, resealing all windows and penetrations.
All work to be done in a good workmanship like manner with daily removal of debris.

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CUSTARD CONSTRUCTION SERVICES

Proposal



CUSTARD CONSTRUCTION SERVICES

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION # 1454932931700

Date: September 29, 2022

Service Center Phase II Pricing Summary

- **Building A Total - \$223,021.08**
- **Building B Total - \$29,913.45**
- **Building C Total - \$51,731.74**
- **Building D Total - \$67,339.14**
- **Building E Total - \$15,849.51**
- Sub Total-----\$387,854.92**
- Bond-----\$11,635.64**
- Total-----\$399,490.56**

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CUSTARD CONSTRUCTION SERVICES

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION # 1454932931700

Date: September 28, 2022

Quote #CCSQ-2240

Customer: City of Rockwall
385 S. Goliad St.
Rockwall, TX. 75087

Attention: Joey Boyd
Phone Number: 214-986-1722
Email: JBoyd@rockwall.com

Service Center Building A Phase II

Roof Repair

- Setup safety & Staging Equipment.
- Power wash roof to remove dust, dirt, and debris.
- Mechanically remove any loose, deteriorated and/or incompatible material.
- Clean & prepare the surface for new roof installation.
- Make necessary repairs to metal panels, and flashing.
- Prime all rusted metal.
- Three course all horizontal seams per manufacturers specification.
- Flash all vertical seams per the manufacturers specification.
- Encapsulate all fasteners per the manufacturers specification.
- Three course all perimeters, and penetrations per the manufacturers specification.
- Apply base coat of GAF Roofmate manufacturers specification.
- Apply the finish coat of GAF Roofmate manufacturers specification.
- Provide a 20 year renewable material manufacturers warranty
- Provide a 2 year contractors workmanship manufacturers.

Total Price \$73,432.

Ceilings in Office

- Demo Ceiling, and insulation.
- Re-using portions of the gride, adding Tees to create 24' x 24' ceilings.
- Provide & install new R-11 insulation.
- Provide & install new 24'x24' Cortega #770 ceiling tile.
- Re-paint Affected Area
- Make ceiling tile level.

Total Price \$13,993.99

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CUSTARD CONSTRUCTION SERVICES

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION # 1454932931700

Date: September 28, 2022

Service Center Building A Phase II

Lighting in Offices

- Demo Twenty-six drop-in light fixtures.
- Provide & install twenty-six LED light fixtures.
- Provide & install seven new dimmer switches.

Total Price \$10,461.53

Office Areas AC Registers

- Demo twenty-four AC Registers.
- Demo filter inserts.
- Provide & install twenty four AC register, and filter inserts to match existing.

Total Price \$7,687.84

Seal Store Room Floor

- Scape & seal 12'x8' floor.

Total Price \$2,319.61

Auto Flush Valves

- Provide & install two new flush valves

Total Price \$2,273.27

Restrooms Exhaust Fans

- Provide & install one in-line exhaust fan in Men's room
- Provide & install one sized to room exhaust fan in Women's room.

Total Price \$2,783.53

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CUSTARD CONSTRUCTION SERVICES

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION # 1454932931700

Date: September 28, 2022

Service Center Building A Phase II

Mezzanine Level Close-in Walls

- Close-in existing walls approx. 55 LF with R-11 insulation.
- Provide & HM Door With Stick Frame.
- Relocate gas line for new wall.

Total Price \$12,923.53

Warehouse Lighting & Circulating Fans

- Demo nine high bay lights.
- Provide & install new LED high bay lights.
- Provide & install three new 8' strip lights over three work stations.
- Provide & install two new circulating fans with on/off switches. Provide on/off switches for existing fans.
- Provide & install new 8' fixtures in smoking area.
- Lift

Total Price \$18,159.21

Mezzanine Lighting

- Provide & install nine 2'x4' LED fixtures.
- Replace one 8' strip fixtures with LED.
- Provide one switch with globe light.

Total Price \$5,567.06

Paint Drywall Walls in Warehouse

- Tape, bed, & paint upper, and lower walls to cover to deck.
- Re-paint lower portion of walls.
- Repaint stair walls only.
- Repaint two doors, and frames.
- Patch as needed.
- Lift.

Total Price \$9,013.33

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CUSTARD CONSTRUCTION SERVICES

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION# 1454932931700

Date: September 28, 2022

Service Center Building A Phase II

Bld A Repaint Exterior:

- Prep & Paint exterior wall.
- Prep & Paint flashing.
- Prep & paint OH door frames.
- Prep & paint one HM doors.
- Lift.

Total Price \$17,231.37

Bld. A Closed Cell Foam:

- Demo vinyl insulation in warehouse (Excluding Over Office).
- Provide & install 1" of closed cell spray foam
- Paint closed cell foam.

Total Price \$35,859.48 – **Note; Any contents of building needing to be moved will be moved by owner.**

Bld. A OH Door Seals:

- Provide & install three new Brush Seal Weatherblock on three OH Doors

Total Price \$1,060.39

Bld. A Shower

- Demo shower enclosure.
- Prep walls, Red guard walls.
- Install mud bed.
- Tile to match existing.
- Provide & install new shower valve.

Total Price \$9,278.42

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CUSTARD CONSTRUCTION SERVICES

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION # 1454932931700

Date: September 28, 2022

Bld. A – Heater Check Up

- Two Heaters Maintenance check-up.

Total Price \$976.52 – Plus parts if needed.

Note: All pricing excludes Bonding.

Note: See Attached Addendum D for Overhead Door

EXCLUSIONS

Electric other than specified, Masonry, Fire Protection, Security System, Plumbing other than specified, Data Additional labor & material beyond Scope, Engineering, Permits, Fire Protection, Bonds, After hours & overtime work, Anything Not Listed on Scope of Work.

PAYMENT TERMS: Net 30

All work to be completed in a substantial workman like manner per standard practice.

Any alteration or deviation from above scope of work involving extra costs will become an extra charge over and above the contract price. All agreements are contingent upon strike, accidents, delays including weather or changes in Federal, State and Local regulations beyond our control. All invoices are due and payable in Denton County, Texas.

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CUSTARD CONSTRUCTION SERVICES

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION # 1454932931700

Date September 28, 2022

Service Center Phase II Bld. B

Bld. B OH Doors:

- Demo two OH Doors.
- Provide & install two 12'2" x 10' Insulated Standard Lift Sectional Door.
- Provide & install two new LifeMaster Trolley Operator 115V/1HP 10 ft of track.
- Provide & install two sets brush seal 1.5" Weatherblock door seals.
- Wire Operators.

Total Price \$12,541.44

Bld. B Exterior Painting

- Prep & paint exterior walls.
- Prep & paint flashing.
- Prep & two OH door frames only.
- Prep & Paint one HM doors & frames.
- Lift

Total Price \$9,979.21

Bld. B Heater Check-up

- Heater Maintenance - Plus Parts if needed.

Total Price \$488.26

Small Cell Foam

- Provide & install 1" foam on walls, 2" on Ceiling – Note: Owner to move contents of Bld. As needed.

Total Price \$6,904.54

Note: All pricing excludes Bonding.

Note: See Attached Addendum D for Overhead Door

EXCLUSIONS

Electric other than specified, Masonry, Fire Protection, Security System, Plumbing other than specified, Data Additional labor & material beyond Scope, Engineering, Permits, Fire Protection, Bonds, After hours & overtime work, Anything Not Listed on Scope of Work.

PAYMENT TERMS: Net 30

All work to be completed in a substantial workman like manner per standard practice.

Any alteration or deviation from above scope of work involving extra costs will become an extra charge over and above the contract price. All agreements are contingent upon strike, accidents, delays including weather or changes in Federal, State and Local regulations beyond our control. All invoices are due and payable in Denton County, Texas.

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CUSTARD CONSTRUCTION SERVICE

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION # 1454932931700

Date: September 29, 2022

Service Center Phase II Bld. C

Bld. C OH Doors:

- Demo four OH Doors.
- Provide & install four 12'2" x 12' Insulated Standard Sectional Door w/ 1' of high lift.
- Provide & install two new LifeMaster Hoist operated 115V/1ph ½ HP left hand.
- Provide & install two new LifeMaster Hoist operated 115V/1ph ½ HP right hand.
- Wire one existing LiftMaster Hoist operator.
- Provide & install four sets brush seal 1.5" Weatherblock door seals.
- Wire three Operators.

Total Price \$27,760.58

Bld. B Exterior Painting

- Prep & paint exterior walls.
- Prep & paint flashing.
- Prep & two OH door frames only.
- Prep & Paint one HM doors & frames.
- Lift

Total Price \$12,002.02

Bld. A – Heater Check Up

- Two Heaters Maintenance check-up.

Total Price \$976.52 – Plus parts if needed

Small Cell Foam

- Provide & install 1" foam on walls, 2" on Ceiling – **Note: Owner to move contents of Bld. As needed.**

Total Price \$10,992.62

Note: All pricing excludes Bonding.

Note: See Attached Addendum D for Overhead Door

EXCLUSIONS

Electric other than specified, Masonry, Fire Protection, Security System, Plumbing other than specified, Data Additional labor & material beyond Scope, Engineering, Permits, Fire Protection, Bonds, After hours & overtime work, Anything Not Listed on Scope of Work.

PAYMENT TERMS: Net 30

All work to be completed in a substantial workman like manner per standard practice.

Any alteration or deviation from above scope of work involving extra costs will become an extra charge over and above the contract price. All agreements are contingent upon strike, accidents, delays including weather or changes in Federal, State and Local regulations beyond our control. All invoices are due and payable in Denton County, Texas.

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CUSTARD CONSTRUCTION SERVICES

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION # 1454932931700

Date; September 29, 2022

Service Center Phase II Bld. D

Bld. D OH Doors:

- Demo four OH Doors.
- Provide & install three 14'2" x 14' Insulated Standard Sectional Door.
- Provide & install three new trolley operator 115v/1ph ½ hp 14 ft of track.
- Provide & install three sets brush seal 1.5" Waterblock door seals.
- Wire three Operators.

Total Price \$26,568.35

Bld. D Exterior Painting

- Prep & paint exterior walls.
- Prep & paint flashing.
- Prep & three OH door frames only.
- Prep & Paint one HM doors & frames.
- Lift

Total Price \$10,451.20

Bld. D Spray In Small Cell Foam

- Provide & install 1" foam on walls, 2" on Ceiling – *Note: Owner to move contents of Bld. As needed.*

Total Price \$8,019.72

Note: All pricing excludes Bonding.

Note: See Attached Addendum D for Overhead Door.

Bld. A – Heater Check Up

- Two Heaters Maintenance check-up.

Total Price \$976.52 – Plus parts if needed

CUSTARD CONSTRUCTION SERVICES

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION # 1454932931700

Date: September 29, 2022

Service Center Phase II Bld. D

Bld. D Roofing:

- Setup safety and staging equipment
- Power wash roof to remove dust, dirt and debris
- Mechanically remove any loose, deteriorated and/or incompatible material
- Clean and prepare the surface for new roof installation
- Make necessary repairs to metal panels and flashings
- Prime all rusted metal
- Three course all horizontal seams per the manufacturers specification
- Flash all vertical seams per the manufacturers specification
- Encapsulate all fasteners per the manufacturers specification
- Three course all perimeters and penetrations per the manufacturers specification
- Apply base coat of GAF Roofmate per the manufacturers specification
- Apply the finish coat of GAF Roofmate per the manufacturers specification
- Provide a 20 year renewable material manufacturers warranty
- Provide a 2 year contractors workmanship warranty

Total Price \$21,323.35

Note: All pricing excludes Bonding.

Note: See Attached Addendum D for Overhead Door

EXCLUSIONS

Electric other than specified, Masonry, Fire Protection, Security System, Plumbing other than specified, Data Additional labor & material beyond Scope, Engineering, Permits, Fire Protection, Bonds, After hours & overtime work, Anything Not Listed on Scope of Work.

PAYMENT TERMS: Net 30

All work to be completed in a substantial workman like manner per standard practice.
Any alteration or deviation from above scope of work involving extra costs will become an extra charge over and above the contract price. All agreements are contingent upon strike, accidents, delays including weather or changes in Federal, State and Local regulations beyond our control. All invoices are due and payable in Denton County, Texas.

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CUSTARD CONSTRUCTION SERVICES

Proposal

Tips/Taps Contract #211001

HUB CERTIFICATION # 1454932931700

Date: June 25, 2022

Service Center Phase II Bld. E

Bld. E Lighting:

- Replace 15 4ft vapor lights.
- Provide & install 15 LED Fixtures

Total Price \$6,544.57

Bld. E Painting

- Prep & paint exterior walls.
- Prep & paint flashing.
- Prep & three OH door frames only.
- Prep & Paint one HM doors & frames.
- Lift

Total Price \$9,304.94

Note: All pricing excludes Bonding.

EXCLUSIONS

Electric other than specified, Masonry, Fire Protection, Security System, Plumbing other than specified, Data Additional labor & material beyond Scope, Engineering, Permits, Fire Protection, Bonds, After hours & overtime work, Anything Not Listed on Scope of Work.

PAYMENT TERMS: Net 30

All work to be completed in a substantial workman like manner per standard practice.

Any alteration or deviation from above scope of work involving extra costs will become an extra charge over and above the contract price. All agreements are contingent upon strike, accidents, delays including weather or changes in Federal, State and Local regulations beyond our control. All invoices are due and payable in Denton County, Texas.

P.O. Box 271080 Flower Mound, TX 75027-1080 Ph. 214-415-2383

Page 1 Of 1



City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and Council Members
FROM: Hotel Occupancy Tax Sub-committee Members
Mary Smith, city Manager
DATE: September 28, 2022
SUBJECT: Supplemental Request for HOT Funding

The Subcommittee met to discuss a supplemental request for HOT funding for a conference being held in Rockwall in October 2022. Members Dana Macalik, Anna Campbell, and Bennie Daniels have prepared the following recommendation for funding pending Council's approval.

Divine Peace Lutheran Church is hosting a tri-state pastor's conference which will be held in Rockwall October 24 - 26. There are 45 rooms booked by conference attendees at the Hilton. The conference meetings will be held at the Church and all meals and activities are focused on downtown businesses. The committee is recommending \$5,500 for this request.

Prior to Council action on the above, the Hotel Occupancy Tax budget is as follows:

Fund Balance carried forward	\$1,188,249
Budgeted Revenues	975,000
Previously Allocated Funding	<u>(1,040,050)</u>
Projected Fund Balance	\$1,123,199

The subcommittee can answer any questions regarding their recommendation. Council is asked to consider approval of the funding amount and authorize the City Manager to execute a contract for this conference.



City of Rockwall
The New Horizon

Hotel Occupancy Tax

Program Year 2023

Events held Oct. 1, 2022 – Sept. 30, 2023

Application

MUST BE TYPED or PRINTED

Deliver to:

City of Rockwall Finance Office

Attn: Lea Ann Ewing

385 S. Goliad St., Rockwall, TX 75087

Ph. 972-771-7700 Fax 972-771-7728 lewing@rockwall.com

Organization Name: Divine Peace Church Rockwall
Name of Event: 2022 South Central District Fall Pastors' Conference
Date(s) of Event: October 24 – October 25, 2022
Funding Request \$: \$ 5,500
Website Address: sc.wels.net/fall-conference
Mailing Address: 305 S. Fannin St. Rockwall, TX 75087
Physical Address: 305 S. Fannin St. Rockwall, TX 75087
Telephone: 209-304-5916 Fax:

Primary Contact Name: Pastor Gunnar Ledermann
 (Project Director)
Mailing Address: 305 S. Fannin St.
 Rockwall, TX 75087
Email Address: Gunnar@DivinePeace.com
Telephone: 209-304-5916 Fax:

Secondary Contact Name: Pastor Caleb Schoeneck
 (President/ Board Chairman)
Mailing Address: 1007 Krenek Tap Rd
 College Station, TX 77840-5083
Email Address: CalebSchoeneck@gmail.com
Telephone: 979-574-5984 Fax:

- ▶ COMPLETE AN APPLICATION FOR EACH EVENT/PROGRAM/EXHIBIT REQUESTING FUNDS
- ▶ INCOMPLETE APPLICATIONS WILL NOT BE FORWARDED TO THE COUNCIL SUBCOMMITTEE

1. Mark an "X" next to the category or categories that your organization is requesting funds in the attached budget request.

- Advertising/Tourism** Requested funding amount \$ 5,500
Conducting solicitation or promotional programs that encourage tourists and delegates to come to the City of Rockwall.
- Arts** Requested funding amount \$
Providing encouragement, promotion, improvement and application of the arts as it relates to the presentation, performance execution or exhibition of the major art forms in the City of Rockwall.
- Historical** Requested funding amount \$
Providing historical restoration, preservation, programs and encouragement to visit preserved historic sites or museums located in the City of Rockwall.

2. Describe the program or event for the upcoming fiscal year (Oct. 1 2022 - Sept. 30, 2023) that you are requesting Hotel Tax funding. What is your event and why are you having it?

Each October, the pastors from the South Central District (Texas, Oklahoma, Arkansas & Louisiana) of the Wisconsin Evangelical Lutheran Synod gather for worship, fellowship, church business and continuing education. This year and prayerfully in subsequent years, the conference will be held at Divine Peace Church Rockwall to make use of and support the many amenities offered by our community.

3. How does the event/program meet the definition of the categories listed in Item No. 1 above (promotion of tourism and the hotel industry in the City of Rockwall)?

This event meets the definition of category "Advertising/Tourism" as listed in Item No. 1 above as guests throughout Texas and others states will be staying in Rockwall for two, and in some cases three days, engaging in tourist activities related to food, retail, hotel, etc.

4. Is the event/ program that the organization is requesting Hotel Tax funds held in/on City-owned property?

No Name location: Divine Peace Church Rockwall

5. Will your organization provide special event insurance coverage for the event/program if held on City property?

No Name of Insurance Company: N/A

6. Provide 3 years attendance history for the above listed programs, activities, exhibits or event described in Item No. 2 above.

Event	Year	Event Duration (in Days)	Audience Size	# of Attendees in hotel rooms
2021 South Central District Fall Pastors' Conference	2021	2	50	45
2020 South Central District Fall Pastors' Conference	2020	2	50	Zoom Covid
2019 South Central District Fall Pastors' Conference	2019	2	45	45

7. What specific market will you target with the event/program's marketing plan? Attach up to 3 examples and evidence of marketing area and readership (Label Exhibit C).
8. The City of Rockwall must require segregated accounting of its Hotel funds. Organizations must maintain and account for revenue provided from the tax authorized by section 351.101(a) within one of the two options listed below.
- a) Separate checking account without combining with any other revenues or maintained in any other bank account or
 - b) Maintain a line item accounting, whereby the Hotel revenues may not be combined with any other revenues or expenditures. The funds may be maintained in the same bank account, provided they are reported as a separate line item in the organization's budget. Interest earned on the Hotel revenues must be used to support the event/program as well.

Will the organization be able to segregate the accounting process in either a) or b) above? Yes

9. Provide all of the following documentation with this application and label each as outlined below.

- Exhibit A Proposed budget for each event/program using attached form
- Exhibit B Letter of determination certifying federal tax exempt 501(c)(3) status
- Exhibit C Examples and evidence of marketing area and readership (limit 3)
- Exhibit D List members of the governing body including name, position, mailing address and phone number
- Exhibit E W-9 Form <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Exhibit F Form 1295 https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

We certify, to the best of our ability, that the information in this application, including all exhibits and supporting documentation is true and correct to the best of our knowledge. It is understood and agreed that any funds awarded as a result of this application will be used for the purpose set for herein and the program guidelines.

President/Board Chairman:

Date 9/26/2022

Print Name GARRAN R LEDERMAN

Signature 

Event/Program Director:

Date

Print Name

Signature

Both signatures are required for the application to be complete.

EXHIBIT A

**Hotel Occupancy Tax Funding Request
Event/Program Budget - Program Year 2023**

Financial information (round to the nearest dollar). Include a completed copy of this budget with funding request application.

Organization Name: DIVINE PEACE CHURCH ROCKWALL
 Event/Program Name: 2022 SOUTH CENTRAL DISTRICT FALL PASTORS' CONFERENCE
 Requested Funding: \$ _____

Expenses (for this project only)	Total Expenses	HOT Funding \$ Request	Additional Justification for HOT Funding Request
1. Personnel	\$		
Administrative			
Artistic			
Technical			
Other personnel			
2. Fees for outside professional services			
Administrative			
Artistic			
Technical			
3. Space Rental			
4. Equipment Rental			
5. Travel/Transportation			
6. Promotion/Printing	\$ 2,500	\$ 2,500	DOWNTOWN DOLLARS GIFT CARDS
7. Costumes/Royalties			
8. Other (supplies, postage etc.)	\$ 3,000	\$ 3,000	FOOD & BEVERAGE
9. Sub -Totals			
10. Total Expenses	\$ 5,500	\$ 5,500	

Revenues (for this project only)		Revenue - additional remarks
1. Total Amount of HOT Fund Request	\$ 5,500	
2. Admissions (ticket and concessions)	\$ 2,000	
3. Donations		
4. Organizational funds budgeted		
5. Grants (State)		
6. Other (list):		
7. Other (list):		
8. Other (list):		
9. Other (list):		
10. Total income and contributions		
11. Total In-Kind		
12. Total Revenues	\$ 7,500	

Financial Information (for this project only)					
Fiscal Year (Oct. 1st - Sept. 30th)		2020 Actual	2021 Actual	2022 Actual	2023 Proposed
Total Revenues(including HOT funds)	\$				
Total Expenses	\$				
Total HOT funds awarded	\$				



CONFERENCE

OCTOBER 24-25, 2022

Location

Divine Peace Lutheran Church – Rockwall Campus, will host the fall study conference. The host pastor is Gunnar Ledermann (Cell Phone: 209-304-5916).

305 S Fannin Street
Rockwall, Texas 75087
www.DivinePeace.com/Rockwall

Registration

Please register for the conference by **Monday,**

October 10, 2022. There is a \$40 registration fee to help Divine Peace offset the cost of the meals. Click on the button below to register...

REGISTER NOW

Hotel Reservations

Tru by Hilton Rockwall Dallas
2600 Summer Lee Drive
Rockwall, Texas 75032
972-722-6666

The deadline to make a reservation at the discounted rate is **September 26, 2021**. (Note: The hotel is about 10 minutes away from the church.) Mention the Group Code: DPC. To make a hotel reservation, [CLICK HERE](#).

Airport Information

Dallas/Fort Worth International Airport (DFW) is about 40 miles from the church, and Dallas Love Field (DAL) is approximately 30 miles away. If you are flying to the conference and would like more information about getting a ride, contact Pastor Ledermann.

Agenda

Theme: Finding the Reality in Christ — Worship in a Lutheran Setting

Monday

9:00am Opening Worship (Ben Schone)

10:00am Introductions

10:15am Break

10:30am Essay (Nathan Nass)

*The Reality Is Found In Christ: An Exegesis of
Colossians 2:16-17*

11:15am Essay Discussion

12:00pm Lunch

1:00pm District President Report

1:45pm Synodical Council Representative /
Ministerial Education Representative

2:00pm Questions of Pastoral Concern / World
Missions Report

2:15pm Break

2:30pm Presentation (Kevin Boushek)

A Snapshot of Worship in American Christianity

3:15pm Presentation Discussion

3:45pm Break

4:00pm Plenary Worship Discussion (Don
Patterson)

4:30pm District Mission Board Report

5:00pm Evening Devotion (Clint Rogas)

Tuesday

9:00am Morning Devotion (Aaron Glaeske)

9:15am Essay (Scott Martz)

The Theology of Liturgy: A doctrinal examination of scriptural principles applied to the liturgy

10:00am Essay Discussion

10:30am Break

10:45am Plenary Worship Discussion (Don Patterson)

11:30am Conference Business / Reports

11:45am Closing Devotion (Marc Von Deylen)

Noon - Lunch to go

Please do not plan to leave the conference until noon. Thank you.

If you are bringing material to distribute, plan for 60 individuals.

The alternate devotion leader is Matt Brown.

The alternate opening service preacher is Gunnar Ledermann.

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Exhibit D

Members of the governing body for the 2022 South Central District Fall Pastors' Conference:

Name: Pastor Donald Patterson
Position: South Central District President
Mailing address: 100 Chadwick Dr Georgetown, TX 78628-2100
Phone number: 512-784-5429

Name: Pastor John Vieths
Position: South Central District First Vice President
Mailing address: 1601 Central Pkwy Norman, OK 73071-3850
Phone number: 405-795-6545

Name: Pastor John Hering Second Vice President
Position: South Central District
Mailing address: 8317 Victory St Rowlett, TX 75089-9149
Phone number: 214-796-9077

Name: Pastor Caleb Schoeneck
Position: South Central District Secretary
Mailing address: 1007 Krenek Tap Rd College Station, TX 77840-5083
Phone number: 979-574-5984

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DIVINE PEACE EVANGELICAL LUTHERAN CHURCH</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 1346 PLEASANT VALLEY RD.</p> <p>6 City, state, and ZIP code GARLAND, TX 75040</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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7	5	-	2	5	9	1	7	7	2	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ **9/16/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Divine Peace Church Rockwall
Rockwall, TX United States

Certificate Number:
2022-935022

Date Filed:
09/16/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Rockwall

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

HOT 2023
2022 South Central District Fall Pastors' Conference

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is GUNNAR R LEDERMANN, and my date of birth is 12/21/1987.

My address is 2434 HANKINSON LN, FATE, TX, 75184, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in ROCKWALL County, State of TEXAS, on the 27 day of SEPTEMBER, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Rockwall
The New Horizon
MEMORANDUM

TO: Rockwall City Council

FROM: Joey Boyd, Assistant City Manager

DATE: September 20, 2022

SUBJECT: Oncor Electric Delivery Rate Request – Denial Resolution

The information below is provided by the Steering Committee of Cities Served by Oncor and its General Counsel.

Purpose:

On May 13, 2022, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about \$6.02 per month.

In a prior City action, Oncor’s rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor (“Steering Committee”), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor’s request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor’s filing (i.e. PUC Docket No. 53601) currently pending at the Commission.

All cities with original jurisdiction will need to adopt the Resolution ***prior to October 30, 2022.***

Explanation of “Be It Resolved” Sections:

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section states that the Company’s current rates shall not be changed.
3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.
4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides Oncor and counsel for Cities will be notified of the City’s action by sending a copy of the approved and signed resolution to counsel.

CITY OF ROCKWALL, TEXAS

RESOLUTION NO. 22-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Rockwall, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about May 13, 2022, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL,
TEXAS, THIS 3rd DAY OF OCTOBER, 2022.**

ATTEST:

Kevin Fowler, Mayor

Kristy Teague, City Secretary



MEMORANDUM

TO: Mary Smith, City Manager
CC: Honorable Mayor and City Council
FROM: Lea Ann Ewing, Purchasing Agent
DATE: October 3, 2022
SUBJECT: PURCHASE OF TWO NEW FIRE APPARATUS

Attachments

Summary/Background Information

The purchase of a new Aerial Ladder Truck and Brush Truck for the Fire Department, including the associated loose equipment, were approved to be funded from General Fund Reserves in the FY2023 budget.

This new Ladder Truck will replace 2009 model Ladder 1 truck. Build time on the new 2024 model Ladder Truck is concurrent and will take approximately 28 months from order date.

Acceptance by and delivery to the Fire Department are estimated to be late December 2024. Cost is \$1,701,000. The new Brush Truck will replace a 2004 model truck of the same design and will take approximately 18 months to build. Should receive the new Brush Truck on or about April 2024. Cost of the new Brush Truck is \$298,000. We will pay for these new trucks on or about the delivery and acceptance date in mid FY2024 and early FY2025.

The two 2024 model apparatuses have been competitively bid and are available for purchase from Siddons-Martin/Pierce and Cavender Grande Ford through the Houston-Galveston Area Council of Governments (H-GAC) Cooperative Purchasing Program contract FS12-19 (FIRE) and FS12-19A (FIRE). The City, as a member and participant in this cooperative program, has met all formal bidding requirements pertaining to the purchase of these two apparatus.

Action Needed

For Council consideration is the bid award of \$1701,000 for the new Ladder Truck to Siddons-Martin/Pierce and \$298,000 for the new Brush Truck to Cavender Grande Ford (a subcontractor of Siddons-Martin Pierce) as well as pre authorization to buy the loose equipment from various vendors. Council is also asked to authorize the City Manager to execute purchase orders for the two new apparatus and the associated equipment.



MEMORANDUM

TO: Mary Smith, City Manager
CC: Honorable Mayor and City Council
FROM: Lea Ann Ewing, Purchasing Agent
DATE: October 3, 2022
SUBJECT: PURCHASE OF YEAR MODEL 2023-2024 VEHICLES

Attachments

Summary/Background Information

[please see next page]

Delivery of new vehicles beginning in FY 2020 up to today has been a challenge for the dealerships. The manufacturers have limited production based on chip availability. We have recently received all Patrol PPV SUVs ordered in September 2021 and January 2022. We currently have 11 YM2022 work/utility trucks on order and these trucks have been pushed to the YM2023 manufacturing line delivered sometime next Summer. A few weeks ago, the government fleet rep (cooperative purchasing contract with the Buy Board) forwarded to me an order status update and future order memorandum from Chevrolet and Ford. Update of vehicle orders as YM2023 and 2024, the manufacturers will not guarantee government contract pricing for YM2023 vehicles; and YM2024 pricing is not available at this time. Ford has stopped taking YM2023 truck orders as of this month. Inflation has played a huge part in the rising cost of YM2023 vehicle cost. Staff increased the normal budget for these trucks by 10% in the FY 2023 budget and that was not enough. Prices are coming in higher than anticipated. An additional \$30,500 is requested from General Fund Reserves to pay for these new vehicles.

As in the past, City vehicles will be ordered using the Texas Association of School Boards' Buy Board purchasing cooperative contract for vehicles. As a member and participant in this cooperative, the City has met all formal bidding requirements pertaining to the purchase of each vehicle. Any remaining budget dollars may be used to fit the vehicle with after-market equipment such as emergency lighting, wiring and install of computer hardware, radio, decals and safety equipment.

FY 2023 Approved Vehicles

Department	Vehicle	Budget	Cost	Funding	Vendor
Internal Ops	Utility Trucks (2 ea.)	86,500	102,510		Rockdale/Caldwell
Fire Operations	Asst. Chief Vehicle	60,000	49,025		Rockdale
Fire Marshal	Inspector Truck (2 ea.)	110,650	97,250		Rockdale
Police Patrol	Vehicle (8 ea.)	343,867	377,730		Rockdale/Caldwell
Police Community Serv	Vehicle (2 ea.)	75,000	85,795		Rockdale/Caldwell
Parks	Crew truck	60,000	55,780		Caldwell
Engineering	Inspector Truck (2 ea.)	70,000	75,640		Caldwell
Streets	Manager Vehicle	48,500	40,335		Caldwell
Total		\$ 854,517	\$ 884,065	GF Reserves	
Water	Utility Trucks (2 ea.)	135,000	114,495		Caldwell
Wastewater	Utility Truck	60,000	55,780		Caldwell
Total		\$ 195,000	\$ 170,275	W & S Fund	

Action Needed

Council is asked to consider approving the new vehicle orders as listed above to Caldwell Country Chevrolet \$586,400 and Rockdale Country Ford \$467,940 and authorize the City Manager to execute purchase orders for these new vehicles.



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rockwall City Council

FROM: Joey Boyd, Assistant City Manager

DATE: September 22, 2022

SUBJECT: STAR Transit Contract for Fiscal Year 2023

Included for City Council review and consideration is the agreement between the City of Rockwall and STAR Transit for transportation services in the City for fiscal year 2023.

The key points of the agreement are:

- The term of the agreement is: October 1, 2022 through September 30, 2023.
- The City and STAR agree that no fixed route service may be provided under the terms of this Agreement, that no funds from this Agreement will be utilized to support a fixed route service, and that STAR Transit will not request funds or in kind support from the City if STAR Transit elects to operate a fixed route in the City of Rockwall under funding outside of this Agreement.
- Service will be provided five (5) days per week, Monday through Friday, calculated as 250 service days for the fiscal year. A total of 22 hours of in-service time including pre- and post-trip time on average each operating day will be limited exclusively to trip origins in the incorporated areas of the City of Rockwall.
- The hourly rate charged for transit service is \$52.00.

The City Council is asked to consider approval of the contract with STAR Transit in the amount of \$114,400 and authorize the City Manager to execute the agreement on behalf of the City of Rockwall. Funds are available in the Administration Operating Budget for this service.

**INTERLOCAL COOPERATIVE
AGREEMENT BETWEEN
STAR TRANSIT
AND
CITY OF ROCKWALL, TEXAS**

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

WITNESSETH

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

WHEREAS, the CITY is a local government entity of the State of Texas located in Rockwall County; and

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

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

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

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

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

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

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

ARTICLE I
Incorporation of Recitals

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

ARTICLE II
Term

This Agreement shall be effective upon execution of both Parties with services already in progress due to previous arrangements between the Parties and the initial term shall begin on October 1, 2022 and end on September 30, 2023. If not otherwise terminated in accordance with the termination provisions of Article V of the Agreement, this Agreement extends for subsequent twelve (12) month periods starting on the first (1st) day of October each year. STAR Transit shall notify the City by August 1st during the term on the contract or any extension, to determine if the contract terms need to be re-negotiated or if the contract can be extended by terms of this section.

ARTICLE III
Rights, Duties and Responsibilities of STAR Transit

3.1 Board of Directors. STAR Transit is designated to supervise the performance of this Agreement and to operate the Public Transit Service within the CITY's jurisdictions and subdivisions. Such operations shall be overseen solely by the STAR Transit Board of Directors. STAR Transit shall be responsible for the safe, efficient, and effective operation of all services provided.

- 3.2 Management Scope. STAR Transit agrees to manage, supervise and operate the Public Transit Services in an efficient and economical manner. STAR Transit shall operate all properties, equipment, facilities, routes, and services now or hereafter existing for the purposes of this Agreement. STAR Transit shall provide full and complete management services for the Public Transit Service and any specific duties and obligations set forth shall not be construed as limitations. STAR Transit shall perform the active direction of the Public Transit Services, including transportation, maintenance, schedule preparation, dispatching, communications, accounting, public relations, and safety. All such services may be provided at the principal office of STAR Transit in Terrell, Texas or at such other place, or places as STAR Transit shall determine.
- 3.3 Administrative Functions. STAR Transit shall administer all properties, equipment, buses, vehicles, facilities, maintenance, gasoline, repairs, replacements, services, expenditures, and resources necessary for safe, efficient, and effective operations. STAR Transit shall employ, train, furnish, and supervise the personnel necessary for the operation of the Public Transit Services. STAR Transit shall oversee all aspects of employment including employee recruiting, selection, training, wages and benefits. STAR Transit shall perform all aspects of general administrative oversight including technical guidance, payroll, accounts payable, purchasing, contracting, finance and other administration necessary for the proper operation of the system.
- 3.4 Transit Vehicle Operators. Every vehicle providing Public Transit Service under this Agreement shall be operated by an operator duly licensed by the State of Texas to operate vehicles of the type and size being operated by such operator and such operator shall be appropriately dress in a uniform selected by STAR Transit.
- 3.5 Routes, Schedules, Fares. The Public Transit Services shall be operated with routes and schedule established by STAR Transit with input from CITY. In no case shall the Public Transit Services operate on a Saturday, Sunday, regular annual holidays as designated by the STAR Transit Board of Directors, or days on which STAR Transit deem conditions are unsafe or otherwise inappropriate for service in accordance with Section 7.4. STAR Transit shall have authority to make modifications to any routes without the necessity of obtaining CITY approval. In no case shall the Public Transit Services require a service beginning prior to 5:00 AM or ending after 9:00 PM. Fares for riders shall be established by the STAR Transit Board of Directors and such fares shall be consistent throughout the STAR Transit system. The Parties agree that no fixed route service may be provided under the terms of this Agreement, that no funds from this Agreement will be utilized to support a fixed route service, and that STAR Transit will

not request funds or in kind support from CITY if STAR Transit elects to operate a fixed route in the City of Rockwall under funding outside of this Agreement.

- 3.6 Transit Vehicles. STAR Transit shall use only such vehicles as are appropriate to provide the Public Transit Service. All vehicles shall be fully compliant with the Americans with Disabilities Act of 1990, U.S. Code §12101, et. seq., as amended and relevant regulations applicable thereto, licensed for passenger operations by the State of Texas and equipped with a two-way communication system. STAR Transit shall provide or cause to be provided all mechanical and other repairs, maintenance and upkeep necessary to maintain vehicles in good working order and in a clean, sanitary and safe condition.
- 3.7 Operating Cost Charge to CITY. STAR Transit shall charge for services and CITY agrees to compensate STAR Transit for services based on the following:
- A. Service Days: Service up to five (5) days per week, Monday through Friday; set and calculated as two hundred fifty (250) service days each Fiscal Year. This number of Service Days shall be charged each Fiscal Year regardless of actual calendar service days or events as noted in Section 7.4. This number of charged Service Days may be adjusted only by Amendment to the Contract duly approved by CITY and the STAR Transit Board of Directors.
 - B. Daily Hours: A total of twenty-two (22) hours of in-service time including pre- and post-trip time on average each operating day. Average Daily Hours may be adjusted, in writing, by mutual agreement of the parties, no more often than once per every one hundred and twenty (120) calendar days.
 - C. Hourly Cost: For the first STAR Transit Fiscal Year, average cost per hour shall be charged at fifty-two dollars and zero cents (\$52.00). Each Fiscal Year thereafter, during the term of this Agreement, the average cost per hour shall be charged at the current STAR Transit Public Transit Hourly Rate. The STAR Transit Board of Directors shall publish an annual cost of service letter with its upcoming Fiscal Year operating cost schedule no later than the first (1st) day of June each year and utilize that hourly rate to adjust amounts payable by CITY.
 - D. Annual Operating Cost. Each Fiscal Year, the annual operating cost shall be calculated by multiplying Service Days (Line A) by Daily Hours (Line B) and by Hourly Cost (Line C).
 - E. Operating Off-Sets. STAR Transit expects a net sixty percent (60%) operating cost subsidy on the Public Transit Service from a combination of Federal, State, Regional, and Private Contract sources. So long as such subsidy is in place, it shall be used as an Off-Set to reduce the Annual Operating Cost charged to CITY. The Operating Off-Set may be adjusted only by Amendment to the Agreement duly approved by CITY and the STAR Transit Board of Directors.

- F. **Monthly Charge to CITY.** The Monthly Charge to CITY shall be the Annual Operating Cost (Line E) multiplied by any Operating Off-Set (Line F) divided by twelve (12). For the First Fiscal Year, the Monthly Charge to CITY is set at nine thousand five hundred thirty-three dollars and thirty-three cents (\$9,533.33). Payment for all services shall be due fifteen (15) days in advance of service. STAR Transit shall invoice CITY for each service month no earlier than forty-five (45) days prior to each service month. For future Fiscal Years, starting with the cost of operations to be performed in October 2022, STAR Transit shall invoice, and CITY agrees to pay, based on the up-to-date monthly calculations as described herein.
- G. **Subsequent Fiscal Years.** Following the Initial Term, the monthly charge to CITY shall be calculated by STAR Transit with the identical methodology utilizing any updated parameters. This calculation and the resulting monthly rate will be provided by STAR Transit in writing to CITY prior to the first (1st) day of June each year.
- H. **Additional Services.** Any month in which the CITY requests average daily hours for non-holiday weekdays exceeding the average daily hours established in Section 3.7 (B) shall be a month in which STAR Transit shall increase the monthly charge in the next available billing cycle by the total number of increased hours (or partial hours) of service multiplied by the current charter rate as established by the STAR Transit Board of Directors. Any other special services requested by CITY and scheduled by STAR Transit, which is not covered under the specific monthly service terms of this Agreement, or under subsequent duly approved Amendments or modifications, shall be billed to CITY on the next available invoice by STAR Transit at the current charter rate as established by the STAR Transit Board of Directors.
- 3.8 **Capital Cost Charge to CITY.** The Parties concur that the CITY will not participate in capital expenditures.
- 3.9 **Marketing.** STAR Transit will provide the CITY with service information for posting on the CITY Website and advertise the services on the STAR Transit homepage. As part of its regular outreach programs, STAR Transit will market the Public Transit Service in a variety of media and locations likely to attract potential riders. STAR Transit shall maintain rights to final approval of all marketing materials.
- 3.10 **Reporting.** STAR Transit will provide the CITY a monthly summary of ridership data within thirty (30) days after the last day of the preceding month, an annual summary of ridership after the end of the STAR Transit Fiscal Year, a copy of the adopted Annual Budget, and a copy of the approved annual audit.
- 3.11 **Contract Management.** STAR Transit will pursue and apply for grant funding opportunities which may be applicable to and beneficial to the Agreement. STAR Transit will be responsible for complying with

the obligations and responsibilities under all grants and all accompanying certifications, assurances, and agreements made or given by the Federal Transit Administration, Texas Department of Transportation, or any other applicable entity. STAR Transit will be responsible for complying with all applicable laws, rules, regulations and guidelines associated with STAR Transit services. STAR Transit will provide any documents needed to support Federal, State, or Regional grant administration or other data or audit requirements to the appropriate entity in a timely manner. Grant funding shall be used to offset monthly charges to the CITY if applicable to service provided within the CITY.

- 3.12 Permits. STAR Transit shall secure or cause to be secured, at its cost and expense, all permits and other governmental authorizations, which may be required to fulfill this Agreement.

ARTICLE IV

Rights, Duties and Responsibilities of the CITY

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

ARTICLE V

Termination

- 5.1 Program Conclusion. During the initial term, but no later than June 30, 2023, either party may provide written notice of termination to be effective on September 30, 2023. During subsequent twelve (12) month terms, either party may provide written notice of termination no later than June 30 for the following operating year commencing on the first (1st) day of October.
- 5.2 Mutual Agreement. This Agreement may be terminated immediately at any time by a written agreement signed by both Parties setting forth the agreed termination date.
- 5.3 Termination due to Default. Termination due to Default must be preceded by (1) written notice stating specific provision violated in this Agreement, (2) a thirty (30) day period for cure and (3) a second notice of failure to cure and final termination. A Party shall be in default of this Agreement if such Party fails to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and/or any other agreement now or hereafter existing between the Parties and such failure continues for thirty (30) days after written notice by the non-defaulting Party to the defaulting Party (a "Default"). Upon the occurrence of a Default, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the defaulting Party and shall further have the right to exercise any and/or all other rights and/or remedies available to such Party at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas. In addition, CITY may terminate due to default if performance standards are not met or if CITY deems the operation of the service by STAR Transit is unreliable, unsafe or of poor quality.
- 5.4 Termination by Operation or Breach of Law. In the performance of this agreement, STAR Transit shall comply with all state, federal and local laws, regulations and standards. If the purpose or intent of this agreement is prevented or is contrary to any other law, including but not limited to section 458.012, Texas Transportation Code, this agreement shall be deemed null and void and of no force and effect. If the operation of the service by STAR Transit is in violation of any law or regulation that does not frustrate the purpose or intent of this agreement, or if repeated violations occur, the CITY may terminate the service immediately upon notice. Any pre-paid amounts for monthly service shall be immediately refunded to CITY.

ARTICLE VI

Responsible Party Provisions

- 6.1 Legal Liability. As a designated political subdivision, STAR Transit is a "governmental unit" as that term is defined in Chapter 101 of the Texas Civil Practice and Remedies Code. Therefore, the extent of STAR Transit's liability for actions arising out of the operation of a public transportation system shall be governed by Chapter 101 of the Texas Civil Practice and Remedies Code.
- 6.2 Limitation of Liability. To the extent authorized by the Constitution and laws of the State of Texas, the Parties agree that each Party shall be responsible for its own acts and omissions and the acts and omissions of its agents, representatives and employees in the performance of this Agreement. It is expressly understood and agreed by the Parties that neither Party shall be held liable for the acts or omissions of the other Party or for the acts or omissions of the other Party's agents, representatives, or employees in the performance of this Agreement. Both Parties shall hold harmless, indemnify and defend the other from and against any claims, damages, losses or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, injury or loss to any property, or economic loss, received or sustained by any person or persons, or property, directly or indirectly arising out of, or occasioned by the acts, omissions or conduct of the indemnifying party, without waiving the party's governmental, sovereign or other immunities or defenses available under Texas law and without waiving any defenses of the parties under Texas law.
- 6.3 Insurance. STAR Transit shall maintain its own insurance in sufficient amounts to cover any occurrence or claim related to its responsibilities in delivering the Public Transit Services.
- 6.4 Immunity. In the execution and performance of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be available to each Party as a local governmental entity and/or political subdivision of the State of Texas. Nothing in this Agreement shall be deemed or construed to create any right or interest in any person not a party to this Agreement, and there are no third-party beneficiaries hereof.
- 6.5 Survival. All provisions of this Article shall expressly survive the termination of this Agreement.

Article VII
Miscellaneous

- 7.1 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.
- 7.2 Compliance with Laws. STAR Transit and its officers, agents and employees shall comply with all applicable federal, state and local health, safety, disability, environmental and other laws, ordinances, rules and regulations in the performance of the Public Transit Service.
- 7.3 Powers. STAR Transit has all the powers of CITY necessary to operate its services. By way of illustration, but not for limitation, STAR Transit has the power to contract, to acquire and own real and personal property, and to accept and expend funds from government, legal entities and individuals. STAR Transit does not have the power to tax, to obligate CITY, to assess CITY, or to adopt ordinances or laws.
- 7.4 Force Majeure. STAR Transit shall not be liable to CITY for any failure, delay, interruption of service caused by acts of God, fire, snow, ice, flooding, tornado, utility outages, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, acts of terror, or any other cause beyond the reasonable control of STAR Transit and not attributable to any neglect or negligence on the part of STAR Transit. In the event of such occurrence, the time for performance of such services shall be suspended until such time that such inability to perform shall be removed. STAR Transit shall make all reasonable efforts to mitigate the effects of any such suspension or interruption of service and CITY shall not be entitled to any compensation for any such event.
- 7.5 Severability. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid, illegal, or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid provision had never been included in the Agreement.
- 7.6 Notices. Any notice required or permitted to be given under the terms of this Agreement shall be in writing and shall be considered properly given if mailed by United States mail, certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the address set forth below, or by

delivering same in person to the intended addressee by hand delivery or by a nationally recognized courier service such as Federal Express or United Parcel Service. Notices mailed by certified mail as set forth above shall be effective upon deposit in the United States mail. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

STAR Transit: Executive Director
STAR Transit
P.O. Box 703
Terrell, TX 75160

CITY: City Manager
City of Rockwall
385 S. Goliad Street
Rockwall, TX 75087

- 7.7 Entire Agreement. This Agreement, together with all attachments hereto, sets forth the entire Agreement between the Parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement.
- 7.8 Modification. This Agreement may only be revised, modified, or amended by a written document signed by STAR Transit and the CITY. Oral revisions, modification, or amendments are not permitted.
- 7.9 Waiver. All waivers, to be effective, must be in writing and signed by the waiving party. No failure by either Party to insist upon the strict or timely performance of any covenant, duty, agreement, term, or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term, or condition. No delay or omission in the exercise of any right or remedy accruing to either Party upon a breach of this Agreement shall impair such right or remedy or be construed as a waiver of any such breach or a waiver of any breach theretofore or thereafter occurring.
- 7.10 Authority. Each Party represents and warrants to the other that this Agreement has been authorized by the governing body of such Party and that each such Party has the full power and authority to enter into and fulfill its obligations under this Agreement. Each person signing this Agreement represents that such person has the authority to sign this Agreement on behalf of the Party indicated.
- 7.11 Assignment. This Agreement shall not be assigned or transferred by either Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.

7.12 Independence. The Parties are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the Parties and no Party shall have the authority to bind the other in any respect. Nothing in this Agreement prevents STAR Transit from pursue contracting opportunities to provide any services with other public and private entities within the CITY or outside the CITY.

7.13 Effective Date. This Agreement shall not be effective unless and until it is executed by both STAR Transit and the CITY. "Effective Date" as used herein shall mean the later of the two dates this Agreement is executed by STAR Transit and the CITY.

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

CITY OF ROCKWALL, TX

STAR TRANSIT

By: _____

By: _____

Name: Mary Smith

Name: Tommy Henricks

Title: City Manager

Title: Executive Director

Date: _____

Date: _____



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rockwall City Council

FROM: Joey Boyd, Assistant City Manager

DATE: September 19, 2022

SUBJECT: Contract with Meals On Wheels Senior Services

Margie VerHagen, Executive Director of Meals On Wheels Senior Services, requested funding for nutritional / senior service programs provided in Rockwall in the amount of \$45,000. This amount was approved in the operating budget for this fiscal year. Attached for the City Council's review and consideration is a contract with Meals On Wheels for FY 2023.

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

**AGREEMENT FOR NUTRITIONAL PROGRAMS
FOR THE ELDERLY AND DISABLED**

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

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

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

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

Section 2. Payment. City agrees to pay Meals On Wheels Senior Services the sum of **Forty-Five Thousand Dollars and No/Cents (\$45,000.00)** for the provision of certain nutritional / service programs to the elderly and disabled. Said payments shall be made on the following dates: **December 31, 2022 for 1st Quarter, March 31, 2023 for 2nd Quarter, June 30, 2023 for 3rd Quarter, and September 30, 2023 for 4th Quarter upon Receiving a Quarterly Report and Invoice.**

Section 3. Term. This agreement is to take effect and continue and remain in full force and effect for a period to expire on September 30, 2023.

Section 4. Scope and Nature of Operation. It is expressly agreed and understood that Meals On Wheels Senior Services shall provide the services as outlined in Attachment “A” continuously during the contract period.

Section 5. Surety and Cancellation. If at any time, the City Council determines that Meals On Wheels Senior Services has failed to perform, or performed in an unacceptable manner, any of the terms, covenants or conditions herein set forth, the City may revoke and cancel this agreement. The City Council shall be the sole judge of whether Meals On Wheels Senior Services has failed to perform. Meals On Wheels Senior Services shall be given written notice at least 10 days prior to consideration by the City Council of such action. Should the City Council revoke this agreement, Meals On Wheels Senior Services shall be responsible for reimbursing the City on a pro-rata basis any unearned funds paid by the City.

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

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

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

Nutritional Programs for the Elderly and Disabled

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

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

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

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

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

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

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

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

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

If intended for the City: City of Rockwall
Attention: City Secretary
385 S. Goliad
Rockwall, Texas 75087

If intended for Committee: Meals On Wheels Senior Services
Attention: Executive Director
PO Box 910
Rockwall, TX 75087

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

Section 18. Effective Date. This contract shall be effective on the ____ day of October, 2022.

CITY OF ROCKWALL, TEXAS

ATTEST:

Kristy Teague, City Secretary

Mary Smith, City Manager

Date

[SEAL]

MEALS ON WHEELS SENIOR SERVICES

Margie VerHagen, Executive Director

Date

ATTACHMENT A

Nutritional / Service Programs

Nutritional Programs

Title III

C-1 Congregate Meals

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

C-2 Home Delivered Meals

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

Title IXX and XX

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

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

General Senior Services

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

ATTACHMENT B Holidays

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

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

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



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rockwall City Council

FROM: Joey Boyd, Assistant City Manager

DATE: September 26, 2022

SUBJECT: Routine Airport Maintenance Program Grant Agreement

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

Attached is the FY 2023 RAMP grant agreement between the State and the City for the Ralph M. Hall / Rockwall Municipal Airport for consideration. The City Council is asked to consider approval of the contract and authorize the City Manager to enter into an agreement with the Texas Department of Transportation – Aviation Division for the City of Rockwall to participate in the Routine Airport Maintenance Program.

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID: M2318RCKW

Part I - Identification of the Project

TO: The City of Rockwall, Texas

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

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

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

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

Part II - Offer of Financial Assistance

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

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

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

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

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

Work shall be accomplished by August 31, 2023, unless otherwise approved by the State.

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

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

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

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

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

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

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

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

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

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

Part III - Sponsor Responsibilities

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

- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

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

Part V - Recitals

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

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

Part VI - Acceptances

Sponsor

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

The City of Rockwall, Texas

Sponsor

Sponsor Signature

Sponsor Title

Date

Acceptance of the State

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

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

Dan Harmon

Signature

Director, TxDOT Aviation Division

Title

2022-09-20

Date

Attachment A

**Scope of Services
TxDOT Project ID: M2318RCKW**

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

Sponsor Signature

Sponsor Title

Date

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

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

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2318RCKW

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

Sponsor Signature

Sponsor Title

Date

Certification of State Single Audit Requirements

I, _____, do certify that the City of Rockwall, Texas, will comply with all requirements of the State of Texas Single Audit Act if the City of Rockwall, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Rockwall, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Sponsor Signature

Sponsor Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2318RCKW

The City of Rockwall, Texas, designates,

_____ as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor Signature

Sponsor Title

Date

DESIGNATED REPRESENTATIVE

First Name, Last Name

Title

385 S. Goliad St.

Rockwall, TX 75087

Address

Phone Number

Email Address



City of Rockwall
The New Horizon

Building Inspections Department Monthly Report

August 2022

Permits

Total Permits Issued:	421
Building Permits:	30
Contractor Permits:	391
Total Commercial Permit Values:	\$11,735,820.00
Building Permits:	\$6,244,700.00
Contractor Permits:	\$5,491,120.00
Total Fees Collected:	\$317,170.14
Building Permits:	\$236,921.54
Contractor Permits:	\$80,248.60

Board of Adjustment

Board of Adjustment Cases: 1

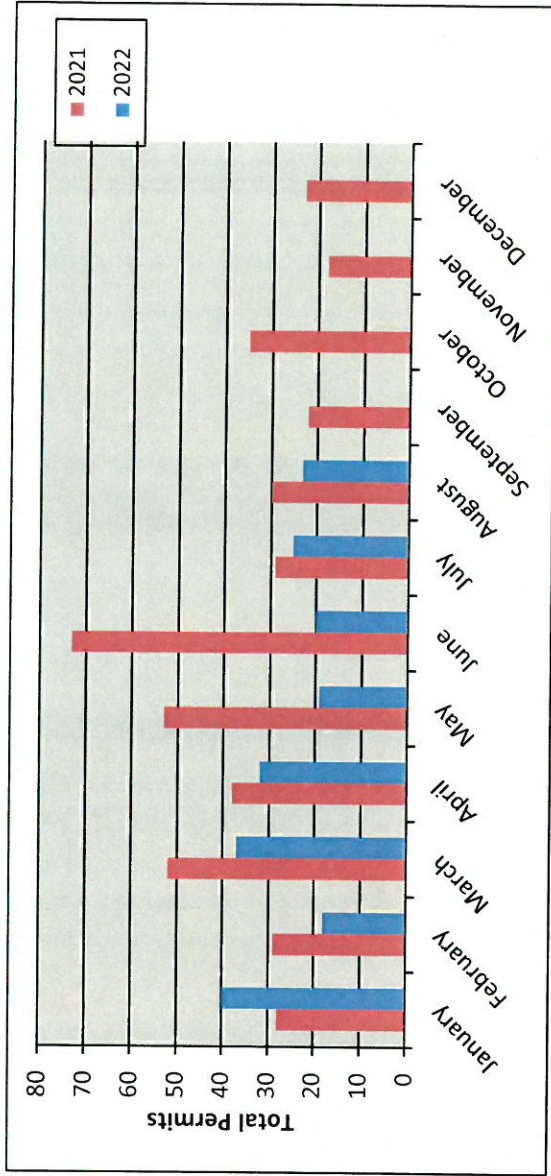
City of Rockwall
PERMITS ISSUED - Summary by Type and Subtype
For the Period 8/1/2022 to 8/31/2022

Type/Subtype	# of Permits Issued	Valuation of Work	Fees Charged
Commercial Building Permit	63	\$11,735,820.00	\$119,269.17
Certificate of Occupancy	12		\$907.50
Demolition	3		\$153.00
Electrical Permit	2	3,550.00	\$148.86
Irrigation Permit	2		\$4,522.04
Mechanical Permit	3	387,100.00	\$2,938.36
New Construction	2	6,244,700.00	\$77,519.10
Plumbing Permit	5	6,400.00	\$263.93
Remodel	9	4,966,950.00	\$30,152.38
Roofing Permit	2	58,000.00	\$153.00
Sign Permit	20	69,120.00	\$1,605.00
Temporary Certificate of Occupancy	3		\$906.00
Residential Building Permit	358		\$197,900.97
Accessory Building Permit	4		\$313.35
Addition	1		\$127.50
Concrete Permit	3		\$911.70
Deck Permit	2		\$252.50
Driveway Permit	1		\$51.00
Electrical Permit	12		\$1,769.72
Fence Permit	52		\$2,648.00
Fire pit/Fireplace	2		\$101.00
Irrigation Permit	39		\$2,982.00
Mechanical Permit	29		\$3,438.50
New Single Family Residential	23		\$158,961.59
Outdoor Kitchen Permit	2		\$303.50
Patio Cover/Pergola	19		\$1,855.92
Plumbing Permit	54		\$6,149.34
Pool	22		\$3,507.00
Remodel	6		\$1,499.56
Retaining Wall Permit	5		\$254.00
Roofing Permit	51		\$3,897.00
Solar Panel Permit	21		\$8,367.79
Window & Door Permit	10		\$510.00
Totals:	421		\$317,170.14

New Residential Permits

Calendar Year

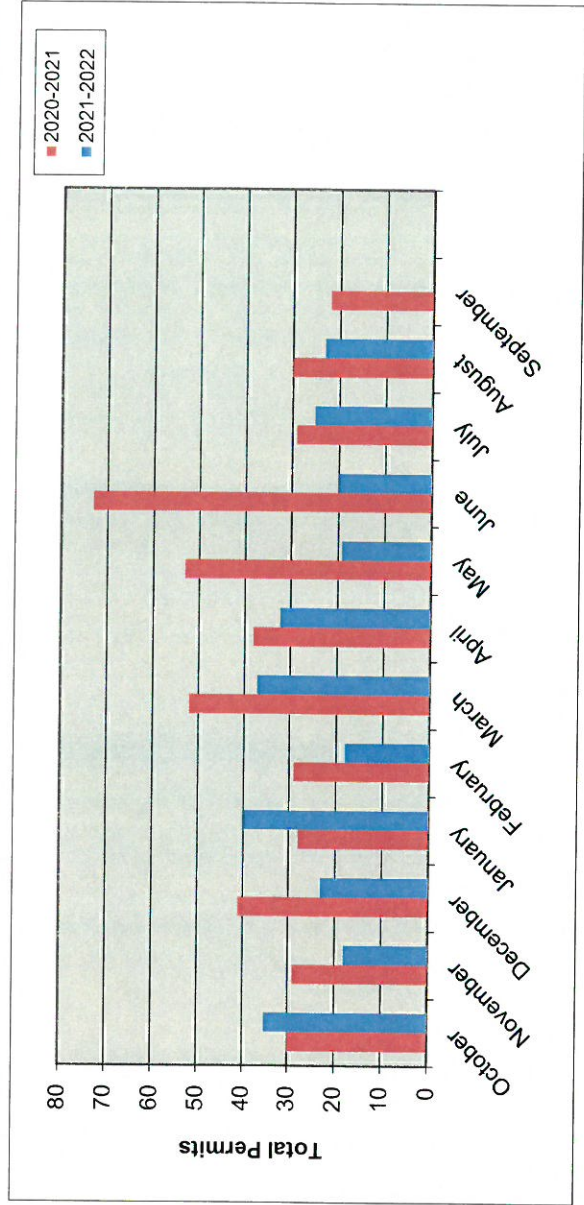
	Year	
	2021	2022
January	28	40
February	29	18
March	52	37
April	38	32
May	53	19
June	73	20
July	29	25
August	30	23
September	22	
October	35	
November	18	
December	23	
Totals	430	214



New Residential Permits

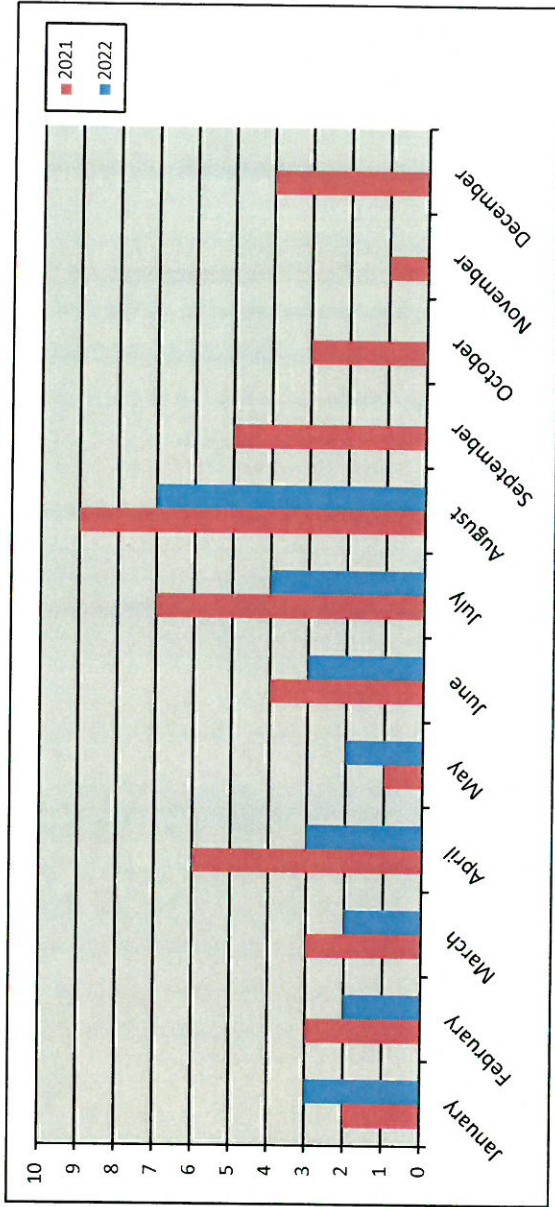
Fiscal Year

	Year	
	2020-2021	2021-2022
October	30	35
November	29	18
December	41	23
January	28	40
February	29	18
March	52	37
April	38	32
May	53	19
June	73	20
July	29	25
August	30	23
September	22	
Totals	454	290



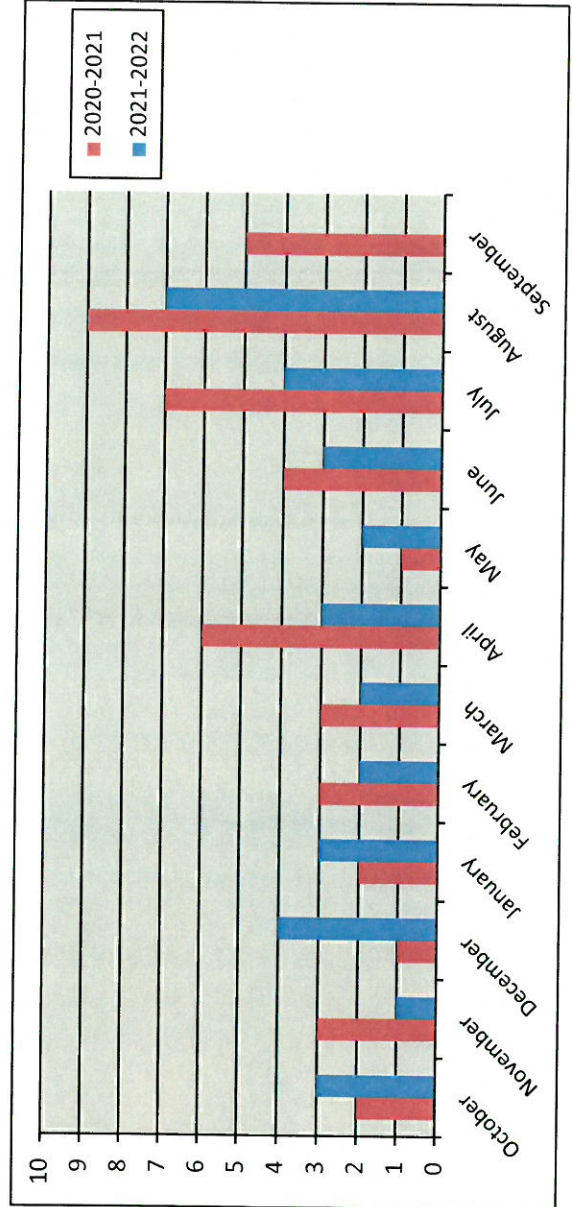
Residential Remodel Permits Calendar Year

	Year	
	2021	2022
January	2	3
February	3	2
March	3	2
April	6	3
May	1	2
June	4	3
July	7	4
August	9	7
September	5	
October	3	
November	1	
December	4	
Totals	48	26



Residential Remodel Permits Fiscal Year

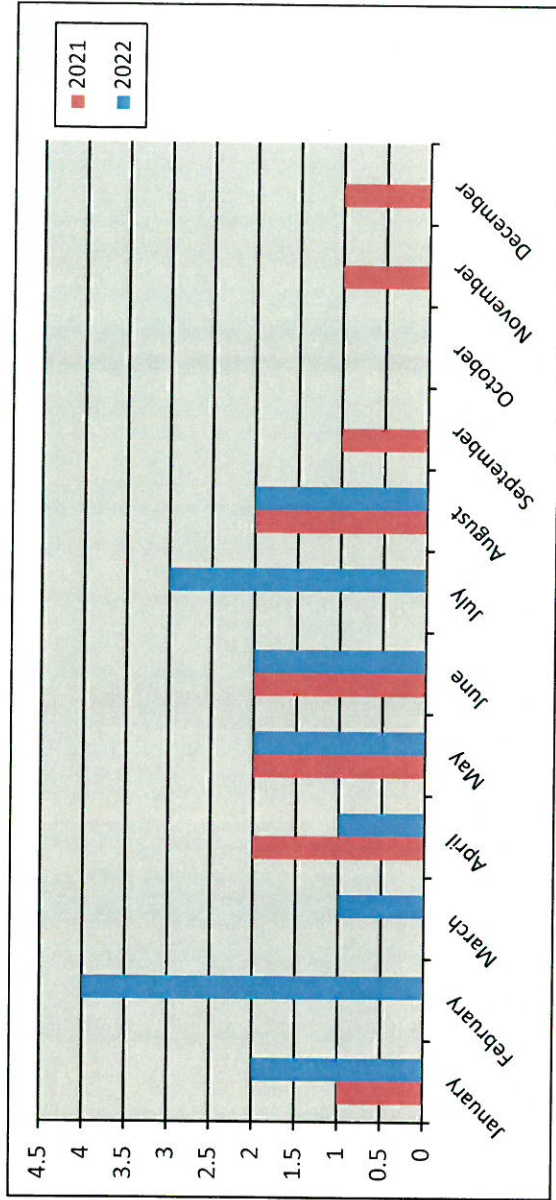
	Year	
	2020-2021	2021-2022
October	2	3
November	3	1
December	1	4
January	2	3
February	3	2
March	3	2
April	6	3
May	1	2
June	4	3
July	7	4
August	9	7
September	5	
Totals	46	34



New Commercial Permits

Calendar Year

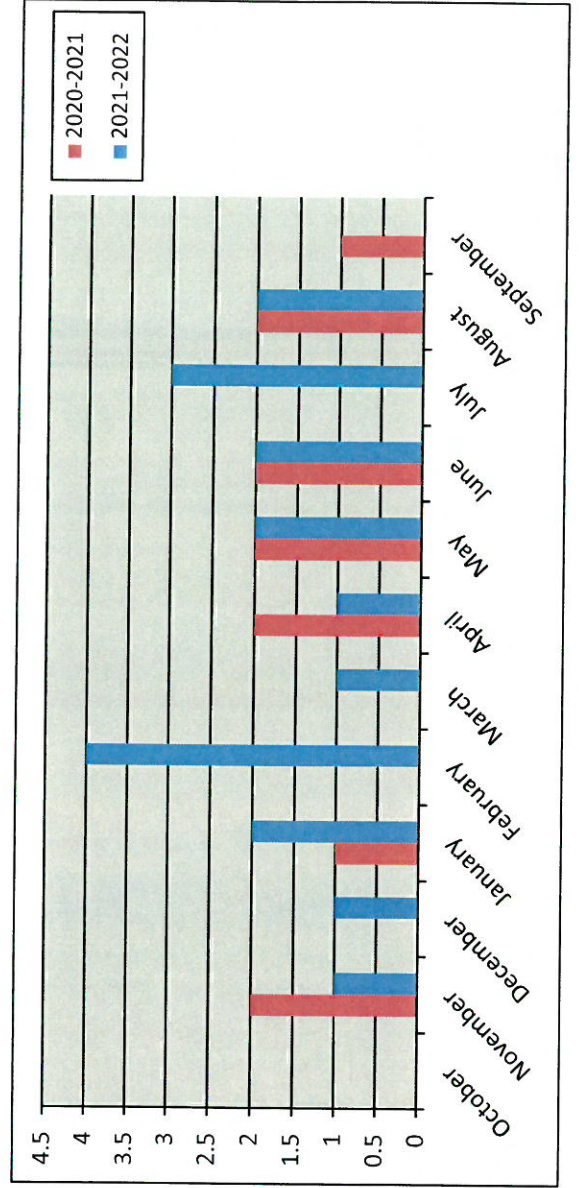
	Year	
	2021	2022
January	1	2
February	0	4
March	0	1
April	2	1
May	2	2
June	2	2
July	0	3
August	2	2
September	1	
October	0	
November	1	
December	1	
Totals	12	17



New Commercial Permits

Fiscal Year

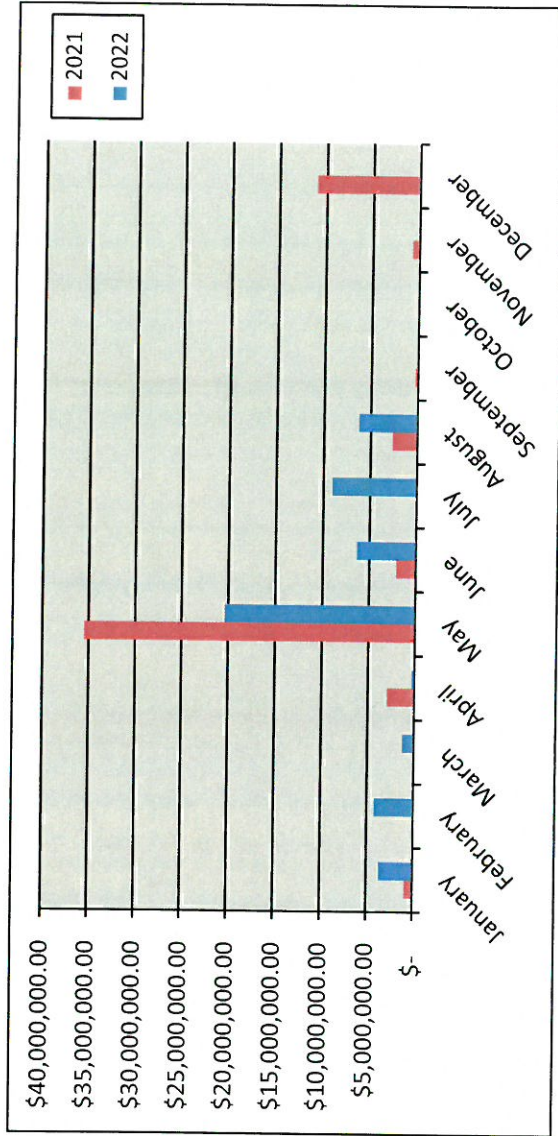
	Year	
	2020-2021	2021-2022
October	0	0
November	2	1
December	0	1
January	1	2
February	0	4
March	0	1
April	2	1
May	2	2
June	2	2
July	0	3
August	2	2
September	1	
Totals	12	19



New Commercial Value

Calendar Year

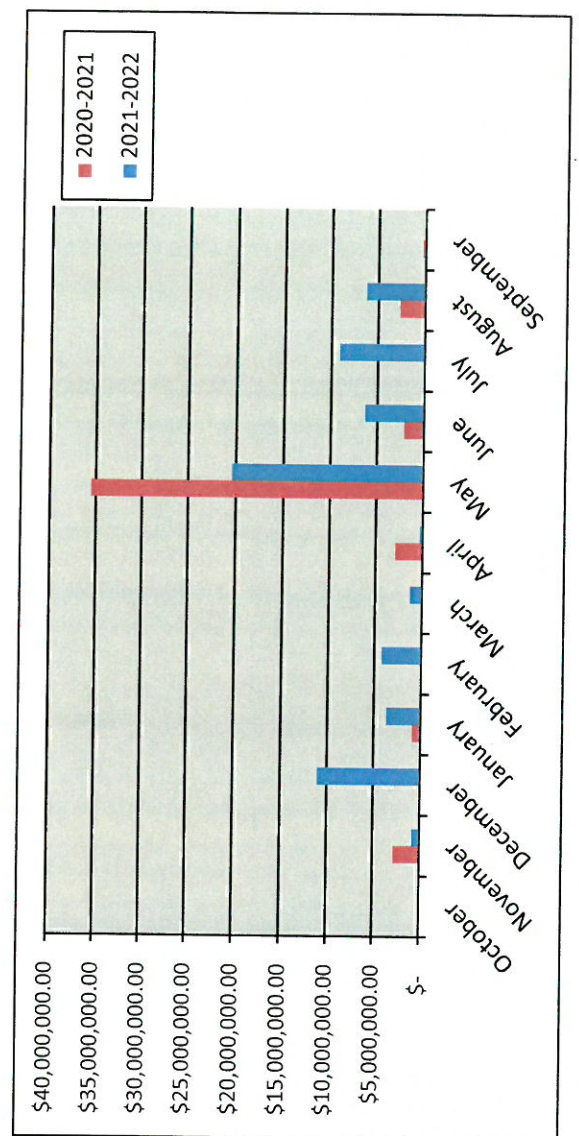
	Year	
	2021	2022
January	\$ 885,000.00	\$ 3,625,000.00
February	\$ -	\$ 4,186,300.00
March	\$ -	\$ 1,200,000.00
April	\$ 2,900,000.00	\$ 250,000.00
May	\$ 35,500,000.00	\$ 20,400,000.00
June	\$ 2,080,000.00	\$ 6,300,000.00
July	\$ -	\$ 9,075,000.00
August	\$ 2,650,000.00	\$ 6,244,700.00
September	\$ 286,200.00	\$ -
October	\$ -	\$ -
November	\$ 750,000.00	\$ -
December	\$ 11,000,000.00	\$ -
Totals	\$ 56,051,200.00	\$ 51,281,000.00



New Commercial Value

Fiscal Year

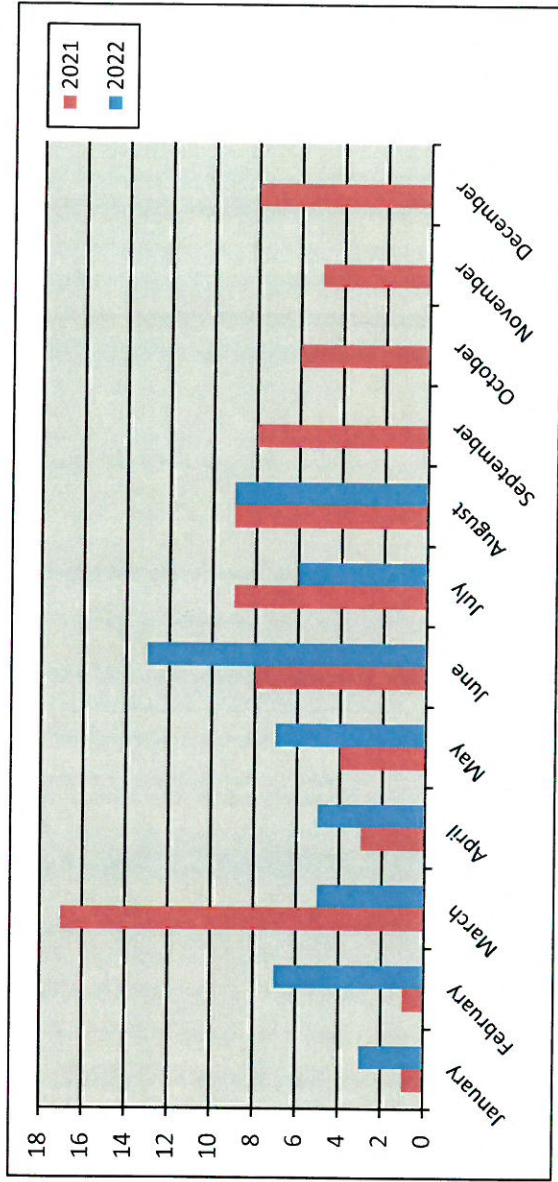
	Year	
	2020-2021	2021-2022
October	\$ -	\$ -
November	\$ 2,800,000.00	\$ 750,000.00
December	\$ -	\$ 11,000,000.00
January	\$ 885,000.00	\$ 3,625,000.00
February	\$ -	\$ 4,186,300.00
March	\$ -	\$ 1,200,000.00
April	\$ 2,900,000.00	\$ 250,000.00
May	\$ 35,500,000.00	\$ 20,400,000.00
June	\$ 2,080,000.00	\$ 6,300,000.00
July	\$ -	\$ 9,075,000.00
August	\$ 2,650,000.00	\$ 6,244,700.00
September	\$ 286,200.00	\$ -
Totals	\$ 47,101,200.00	\$ 63,031,000.00



Commercial Remodel Permits

Calendar Year

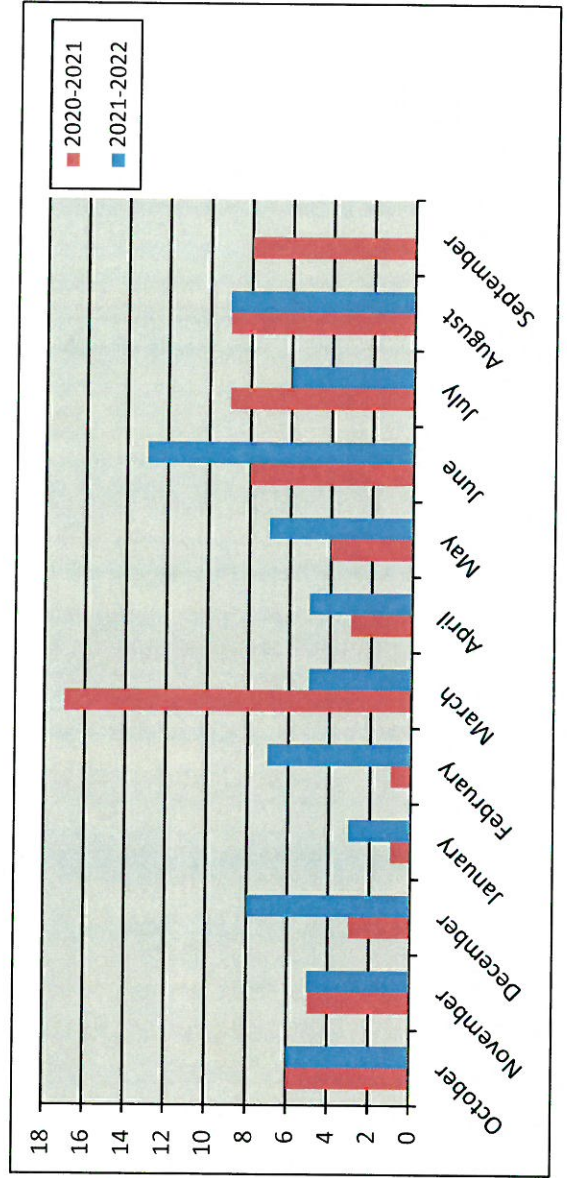
	Year	
	2021	2022
January	1	3
February	1	7
March	17	5
April	3	5
May	4	7
June	8	13
July	9	6
August	9	9
September	8	
October	6	
November	5	
December	8	
Totals	79	55



Commercial Remodel Permits

Fiscal Year

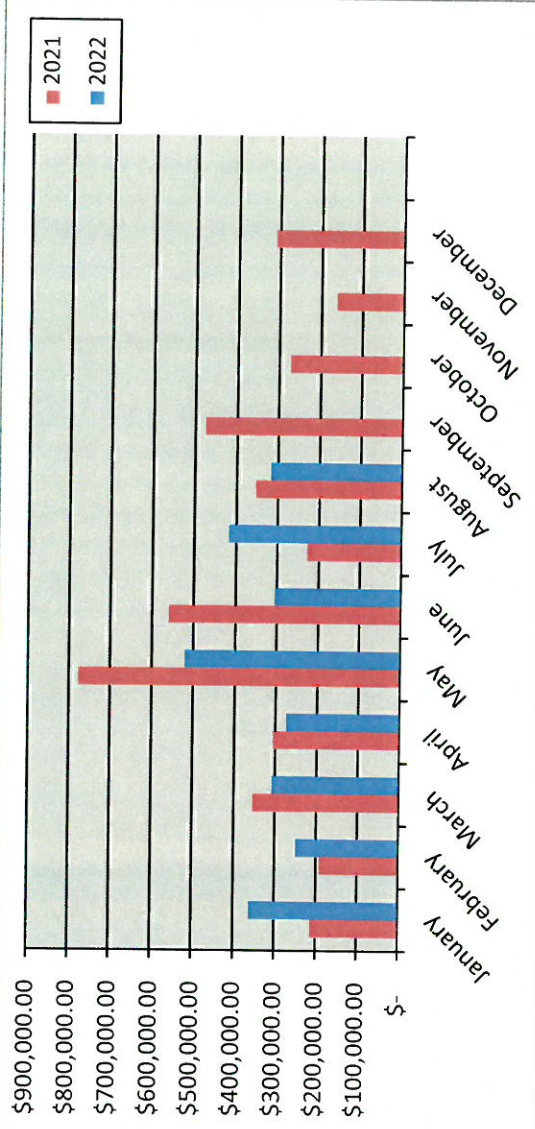
	Year	
	2020-2021	2021-2022
October	6	6
November	5	5
December	3	8
January	1	3
February	1	7
March	17	5
April	3	5
May	4	7
June	8	13
July	9	6
August	9	9
September	8	
Totals	74	74



Total Fees Collected

Calendar Year

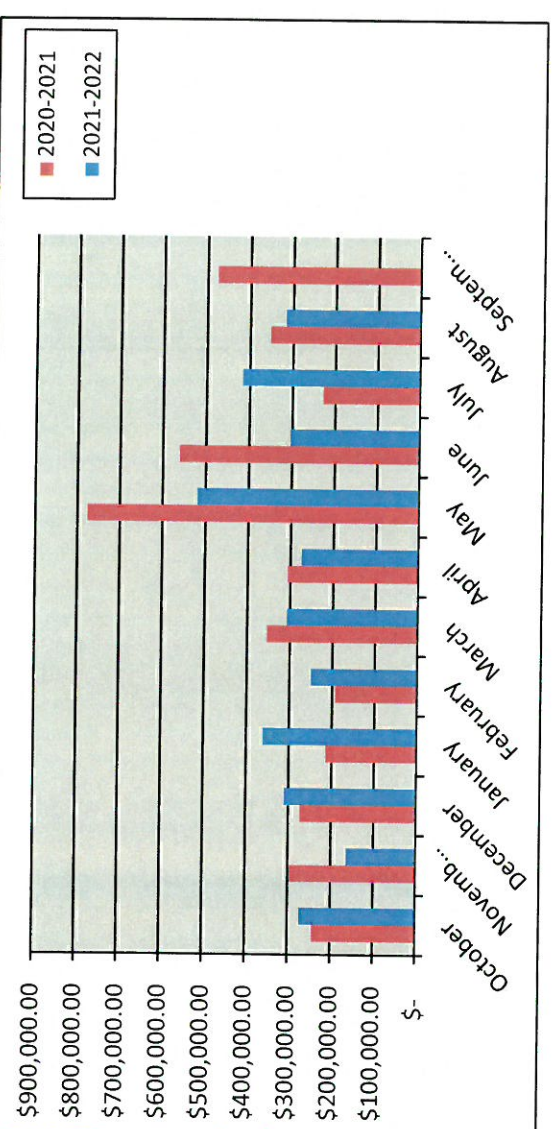
	Year	
	2021	2022
January	\$ 214,263.11	\$ 361,270.18
February	\$ 193,245.03	\$ 250,094.89
March	\$ 354,901.19	\$ 307,866.69
April	\$ 306,654.35	\$ 274,768.54
May	\$ 778,422.17	\$ 518,725.96
June	\$ 561,245.38	\$ 304,895.03
July	\$ 228,777.52	\$ 416,616.46
August	\$ 353,601.69	\$ 317,170.14
September	\$ 476,935.40	
October	\$ 273,670.22	
November	\$ 163,206.06	
December	\$ 310,002.73	
Totals	\$ 4,214,924.85	\$ 2,751,407.89



Total Fees Collected

Fiscal Year

	Year	
	2020-2021	2021-2022
October	\$ 242,859.42	\$ 273,670.22
November	\$ 296,217.55	\$ 163,206.06
December	\$ 272,486.48	\$ 310,002.73
January	\$ 214,263.11	\$ 361,270.18
February	\$ 193,245.03	\$ 250,094.89
March	\$ 354,901.19	\$ 307,866.69
April	\$ 306,654.35	\$ 274,768.54
May	\$ 778,422.17	\$ 518,725.96
June	\$ 561,245.38	\$ 304,895.03
July	\$ 228,777.52	\$ 416,616.46
August	\$ 353,601.69	\$ 317,170.14
September	\$ 476,935.40	
Totals	\$ 4,279,609.29	\$ 3,498,286.90



10:37:30AM

PERMITS ISSUED

For the Period 8/1/2022 to 8/31/2022

Permit Number	Permit Type	Site Address	Total Fees	
Application Date	Subtype	Parcel Number		
Issue Date	Status of Permit	Subdivision Name	Total SQFT	Fees Paid
		Plan Number	Valuation	
CO2009-0045	Commercial Building Permit			
07/26/2022	Certificate of Occupancy	3136 HORIZON RD, 100,	\$150.00	\$150.00
08/08/2022	ISSUED	ROCKWALL, TX, 75032	9,305.00	

Contact Type	Contact Name	Contact Address			
	Business Phone				
Business Owner	DR. ALDRICH	3136 HORIZON RD.	ROCKWALL	TX	75087
Applicant	SCOTT ASHBURY	3136 HORIZON RD., STE 100	Rockwall	TX	75032
Business Owner	DR. ALDRICH OFFICE				
Contractor	CENTERPOINT BUILDERS, LTD	5339 ALPHA ROAD, # 250	Dallas	TX	75240
Owner	ROCKMED, PARTNERS LP	3010 LBJ FREEWAY STE. 1200	DALLAS	TX	75234
Applicant	Devin Jones/Rockport Construction		Plano	TX	

Contractors

CO2010-0114	Commercial Building Permit			
08/15/2022	Certificate of Occupancy	801 Zion Hills Cir,	\$75.00	\$0.00
08/15/2022	ISSUED	Rockwall, TX 75087	15,100.00	

Contact Type	Contact Name	Contact Address			
	Business Phone				
Owner	Rockwall Bible Church	801 Zion Hills Cir	Rockwall	TX	75087
Applicant	Jeffery McWhorter	801 Zion Hills Cir	Rockwall	TX	75087
Business Owner	Rockwall Bible Church 9727716179	801 Zion Hills Cir	Rockwall	TX	75087
Business Owner	Rockwall Bible Church				

Contractors

COM2022-3291	Commercial Building Permit			
06/01/2022	Certificate of Occupancy	951 E INTERSTATE 30,	\$75.00	\$75.00
08/16/2022	ISSUED	S. 103, ROCKWALL, TX 75087	1,250.00	

PERMITS ISSUED

For the Period 8/1/2022 to 8/31/2022

Permit Number	Permit Type	Site Address	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Subdivision Name			
Contact Type	Contact Name	Contact Address		Total SQFT	
	Business Phone				
Business Owner	Chandika Subedi Chapagain 903-530-8087	951 E Interstate 30, Suite 103	Rockwall	TX	75087
Property Owner	ROCKWALL CROSSING LTD	c/o The Woodmont Company	Fort Worth	TX	76107
Contractors					
COM2022-3771	Commercial Building Permit				
06/20/2022	Certificate of Occupancy	2360 S GOLIAD ST,		\$75.00	\$75.00
08/01/2022	ISSUED	ROCKWALL, TX 75032		4,533.00	
Contact Type	Contact Name	Contact Address			
	Business Phone				
Business Owner	GENE DINKENS 501-378-0100	8400 BELLEVIEW DR, SUITE 210	PLANO	TX	75024
Property Owner	GENE DINKENS	8400 BELLEVIEW DR, SUITE 210	PLANO	TX	75024
Contractors					
COM2022-3833	Commercial Building Permit				
06/21/2022	Certificate of Occupancy	1067 E INTERSTATE 30,		\$76.50	\$76.50
08/05/2022	ISSUED	109, ROCKWALL, TX, 75032		6,000.00	
Contact Type	Contact Name	Contact Address			
	Business Phone				
Business Owner	JCJJ Investment LLC 972-722-2555	1067 E Interstate 30, Suite 109	Rockwall	TX	75087
Property Owner	EXCEL ROCKWALL LLC	10920 VIA FRONTERA, S. 220	San Diego	CA	92127
Contractors					
COM2022-3860	Commercial Building Permit				
06/22/2022	Certificate of Occupancy	114 E RUSK ST,		\$76.50	\$76.50
08/11/2022	ISSUED	ROCKWALL, TX 75087		3,729.00	
Contact Type	Contact Name	Contact Address			
	Business Phone				
Business Owner	Jordan Schwerdt 469-338-5198	306 E Washington St, Suite B	Rockwall	TX	75087
Property Owner	SITST 114 E RUSK SERIES LLC	106 E Rusk St, Suite 200	Rockwall	TX	75087

10:37:30AM

PERMITS ISSUED

For the Period 8/1/2022 to 8/31/2022

Permit Number	Permit Type	Site Address	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number		
Issue Date	Status of Permit	Subdivision Name		
		Plan Number	Valuation	Total SQFT
Contractors				
COM2022-3925	Commercial Building Permit			
06/24/2022	Temporary Certificate of Occupancy	2600 LAKEFRONT TRL	\$306.00	\$306.00
08/29/2022	PENDREVIEW			369,013.00

Contact Type	Contact Name Business Phone	Contact Address			
Business Owner	PegasusAblon 214-389-6900	8222 Douglas Ave	Dallas	TX	75225
Property Owner	James Ziegler	8222 Douglas Ave	Dallas	TX	75225
Inspection Report C	Cal Smith	3710 Rawlins St, S. 1510	Dallas	TX	75219

Contractors

COM2022-4030	Commercial Building Permit			
06/29/2022	Temporary Certificate of Occupancy	2640 SUNSET RIDGE DR, ROCKWALL, TX	\$300.00	\$300.00
08/04/2022	ISSUED	75032		17,968.00

Contact Type	Contact Name Business Phone	Contact Address			
Business Owner	D.W. Bobst 469-402-1522	2701 Sunset Ridge Dr, S. 608	Rockwall	TX	75032
Property Owner	D.W. Bobst	2701 Sunset Ridge Dr, S. 608	Rockwall	TX	75032

Contractors

COM2022-4126	Commercial Building Permit			
07/01/2022	Certificate of Occupancy	507 N GOLIAD ST, ROCKWALL, TX 75087	\$75.00	\$75.00
08/03/2022	ISSUED			1,300.00

Contact Type	Contact Name Business Phone	Contact Address			
Business Owner	Caroline Harklau 972-333-3844	507 N Goliad St	Rockwall	TX	75087
Property Owner	Southern Roots LLC	312 Dartbrook	Rockwall	TX	75087

Contractors

10:37:30AM

PERMITS ISSUED

For the Period 8/1/2022 to 8/31/2022

Permit Number	Permit Type	Site Address	Total Fees	
Application Date	Subtype	Parcel Number	Total SQFT	Fees Paid
Issue Date	Status of Permit	Subdivision Name		
		Plan Number	Valuation	
COM2022-4168	Commercial Building Permit			
07/05/2022	Certificate of Occupancy	2455 RIDGE RD, 123,	\$76.50	\$76.50
08/23/2022	ISSUED	ROCKWALL, TX, 75087	1,625.00	

Contact Type	Contact Name	Contact Address			
	Business Phone				
Business Owner	T & T FAMILY LLC 972-722-3120	2455 RIDGE RD, SUITE 123	Rockwall	TX	75087
Property Owner	2455 Ridge LLC	2701 Custer Parkway, S. 706	Richardson	TX	75080

Contractors

COM2022-4203	Commercial Building Permit			
07/06/2022	Certificate of Occupancy	2306 RIDGE RD	\$76.50	\$76.50
08/22/2022	ISSUED		5,500.00	

Contact Type	Contact Name	Contact Address			
	Business Phone				
Business Owner	WellMed 972-771-8316	8637 Fredericksburg Rd, S. 360	San Antonio	TX	78240
Property Owner	Rockwall Aligned REI, LP	8637 Fredericksburg Rd, S. 360	San Antonio	TX	78240

Contractors

COM2022-4596	Commercial Building Permit			
07/25/2022	Certificate of Occupancy	591 E INTERSTATE 30,	\$75.00	\$75.00
08/16/2022	ISSUED	ROCKWALL, TX 75087	975.00	

Contact Type	Contact Name	Contact Address			
	Business Phone				
Business Owner	Ashley McCurdy 214-793-0816	591 E Interstate 30	Rockwall	TX	75087
Property Owner	Sabre Realty Management, Inc.	16475 Dallas Parkway, Suite 800	Addison	TX	

Contractors

COM2022-4882	Commercial Building Permit			
08/04/2022	Certificate of Occupancy	1599 LAGUNA DR	\$75.00	\$75.00
08/19/2022	ISSUED		7,097.00	

PERMITS ISSUED

For the Period 8/1/2022 to 8/31/2022

Permit Number Application Date Issue Date	Permit Type Subtype Status of Permit	Site Address Parcel Number Subdivision Name Plan Number	Valuation	Total Fees Total SQFT	Fees Paid
Contact Type	Contact Name Business Phone	Contact Address			
Business Owner	James Pak 214-704-8875	6708 Eagle Point Ct	Plano	TX 75024	
Property Owner	James Pak	6708 Eagle Point Ct	Plano	TX 75024	

Contractors

COM2022-5023	Commercial Building Permit				
08/10/2022	Certificate of Occupancy	726 E INTERSTATE 30		\$76.50	\$76.50
08/29/2022	ISSUED			3,900.00	

Contact Type	Contact Name Business Phone	Contact Address			
Business Owner	JH PR Group Holdings LLC 972-247-8576	1185 108th St	Grand Prairie	TX 75050	
Property Owner	JH PR Group Holdings LLC	1185 108th St	Grand Prairie	TX 75050	
	Elvia Argueta				

Contractors

COM2022-5156	Commercial Building Permit				
08/16/2022	Temporary Certificate of Occupancy	2930 Ridge Rd, Rockwall, TX 75032		\$300.00	\$300.00
08/30/2022	ISSUED			7,000.00	

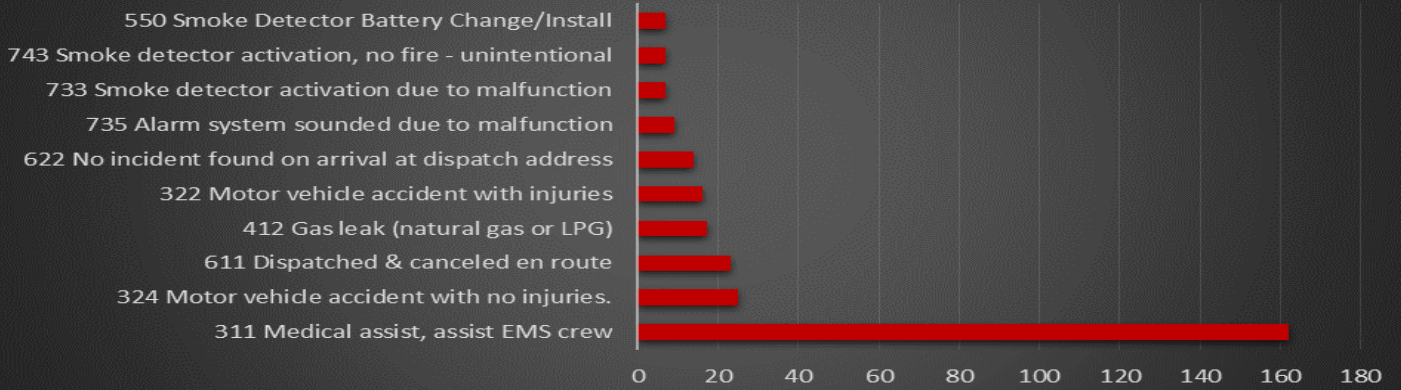
Contact Type	Contact Name Business Phone	Contact Address			
Business Owner	HFRP1, LLC 817-870-2231	PO BOX 471819	Fort Worth	TX 76107	
Property Owner	HF	PO BOX 471819	Fort Worth	TX 76107	

Contractors



August 2022 Monthly Report

Top 10 NFIRS Call Types



All Calls By NFIRS Call Type

 Incident Count

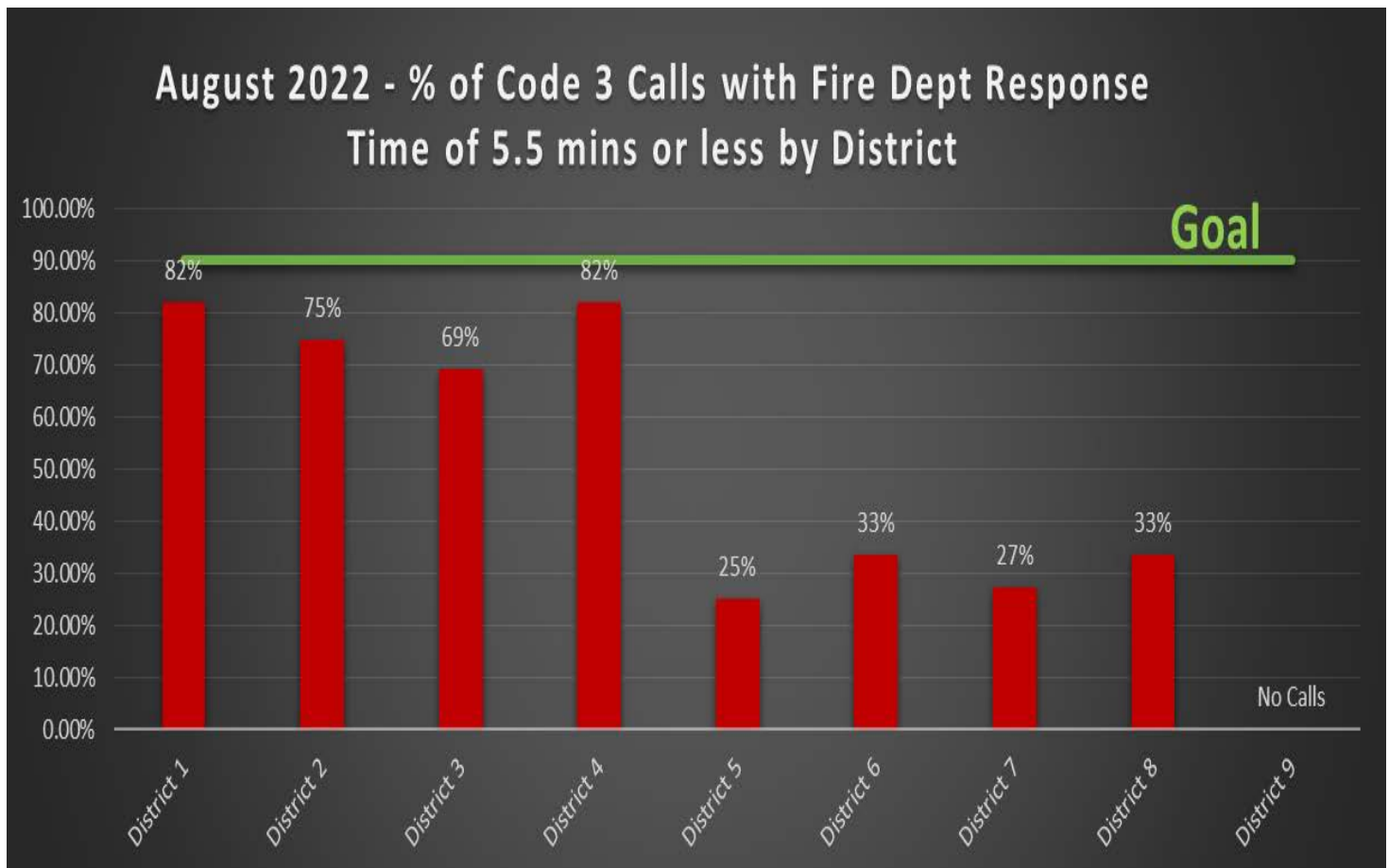
100 Fire, other	1
111 Building fire	4
131 Passenger vehicle fire (cars, pickups, SUV's)	1
132 Road freight or transport vehicle fire (Commercial Vehicles)	1
142 Brush or brush-and-grass mixture fire	1
143 Grass fire	2
160 Special outside fire, other	3
311 Medical assist, assist EMS crew	163
322 Motor vehicle accident with injuries	16
324 Motor vehicle accident with no injuries.	25
331 Lock-in (if lock out , use 511)	1
350 Extrication, rescue, other	1
353 Removal of victim(s) from stalled elevator	3
357 Extrication of victim(s) from machinery	1
365 Watercraft rescue	1
412 Gas leak (natural gas or LPG)	17
424 Carbon monoxide incident	1
440 Electrical wiring/equipment problem, other	4
442 Overheated motor	1
444 Power line down	3
445 Arcing, shorted electrical equipment	4
510 Person in distress, other	2
511 Lock-out	1
512 Ring or jewelry removal	1
522 Water or steam leak	1
550 Public service assistance, other	1
550 Smoke Detector Battery Change/Install	7
551 Assist police or other governmental agency	2
553 Public service	2
554 Assist invalid	1
611 Dispatched & canceled en route	24
621 Wrong location	1
622 No incident found on arrival at dispatch address	14
651 Smoke scare, odor of smoke	1
652 Steam, vapor, fog or dust thought to be smoke	1
653 Smoke from barbecue, tar kettle	1
710 Malicious, mischievous false call, other	2
730 System malfunction, other	2
731 Sprinkler activation due to malfunction	2
732 Extinguishing system malfunction (activation)	1
733 Smoke detector activation due to malfunction	7
735 Alarm system sounded due to malfunction	9
736 CO detector activation due to malfunction	2
740 Unintentional transmission of alarm, other	2
741 Sprinkler activation, no fire - unintentional	1
743 Smoke detector activation, no fire - unintentional	7
745 Alarm system activation, no fire - unintentional	7
746 Carbon monoxide detector activation, no CO	1

Grand Total

357

August 2022 Dispatch to Arrival Analysis

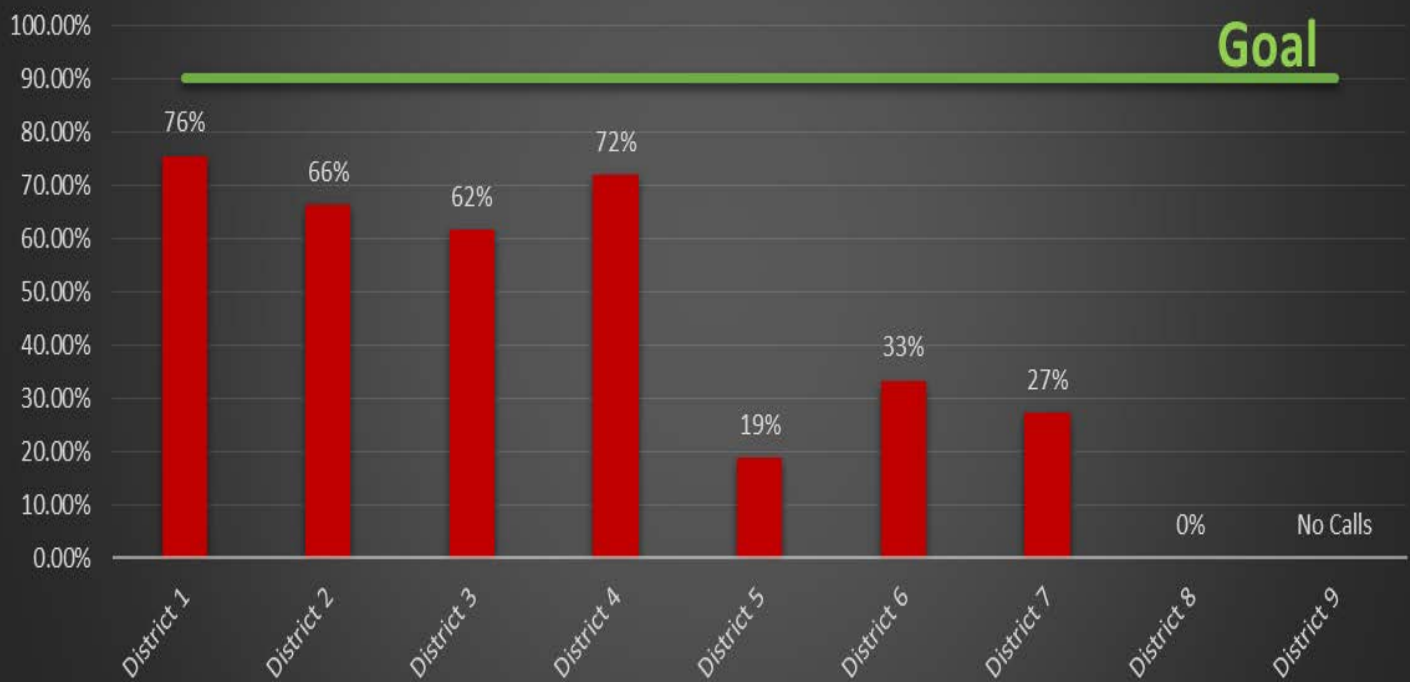
District	Total Number of Calls	Percent of Runs per District	Number of Calls in 5.5 mins or Less	Average FD Response Time Minutes	% in 5.5 min or less	Goal of 90%
District 1	94	33%	77	0:04:15	82%	90%
District 2	83	29%	62	0:04:29	75%	90%
District 3	26	9%	18	0:05:05	69%	90%
District 4	50	17%	41	0:04:28	82%	90%
District 5	16	6%	4	0:06:28	25%	90%
District 6	3	1%	1	0:06:35	33%	90%
District 7	11	4%	3	0:06:36	27%	90%
District 8	3	1%	1	0:05:59	33%	90%
District 9	0	0%	0	0:00:00	No Calls	90%
Department	286	100%	207	0:04:41	72%	90%



August 2022 Travel Times 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	94	33%	71	0:03:13	76%	90%
District 2	83	29%	55	0:03:39	66%	90%
District 3	26	9%	16	0:04:06	62%	90%
District 4	50	17%	36	0:03:31	72%	90%
District 5	16	6%	3	0:05:22	19%	90%
District 6	3	1%	1	0:06:01	33%	90%
District 7	11	4%	3	0:05:34	27%	90%
District 8	3	1%	0	0:04:57	0%	90%
District 9	0	0%	0	0:00:00	No Calls	90%
Department	286	100%	185	0:03:44	65%	90%

August 2022 - % of Code 3 Calls with Travel Time of 4 mins or less by District





Total Dollar Losses

August 2022



City of Rockwall
The New Horizon

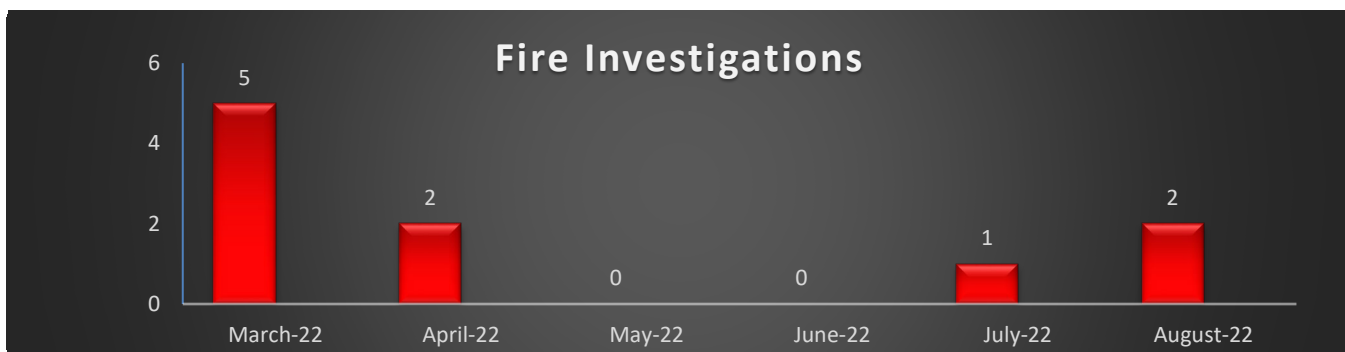
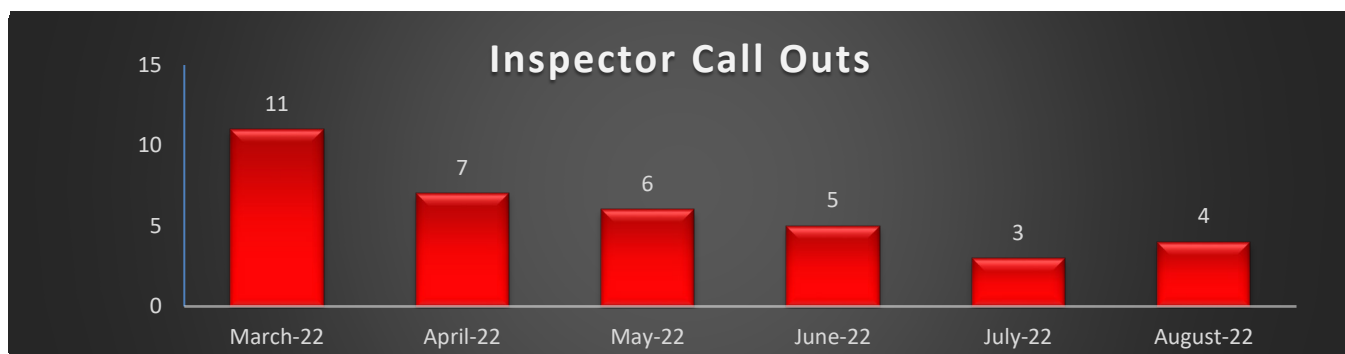
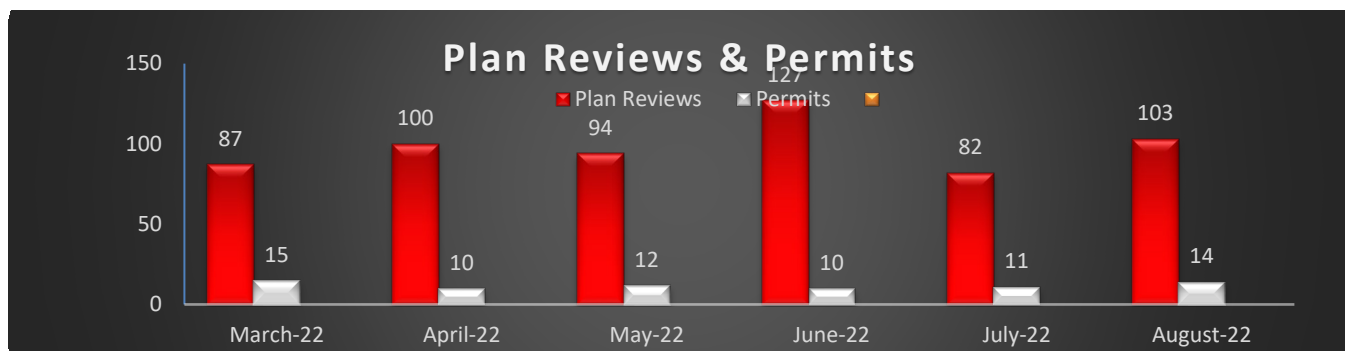
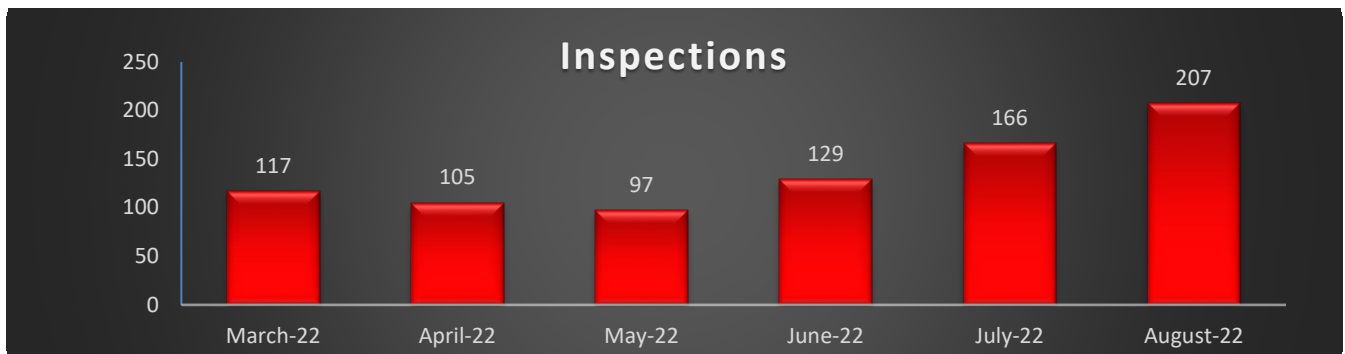
Rockwall Fire Department

Print Date/Time: 09/08/2022 14:39
Login ID: rck\dgang
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:	\$7,000.00	\$100,000.00	\$1,000.00	\$968,720.00	\$238,350.00
Total Content Loss:	\$0.00	\$25,000.00	\$12,000.00	\$870,000.00	\$96,600.00
Total Property Pre-Incident Value:	\$69,750.00	\$429,450.00	\$0.00	\$60,984,610.00	\$27,606,129.00
Total Contents Pre-Incident Value	\$6,975.00	\$50,000.00	\$0.00	\$21,796,975.00	\$11,107,699.60
Total Losses:	\$7,000.00	\$125,000.00	\$13,000.00	\$1,838,720.00	\$7,000.00
Total Value:	\$76,725.00	\$479,450.00	\$0.00	\$82,781,585.00	\$38,713,828.60

Fire Prevention, Education, & Investigations Division Monthly Report August 2022





Monthly Report August 2022



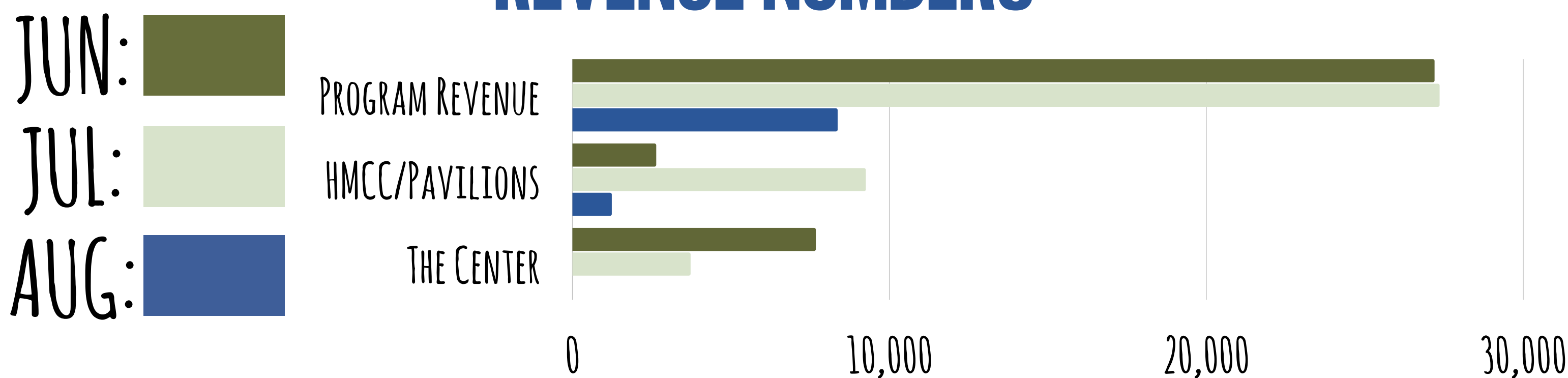
FIRST FRIDAY LUNCHEON
60 ATTENDEES



HUGE THANKS TO ALL OF OUR
GREAT LIFEGUARDS



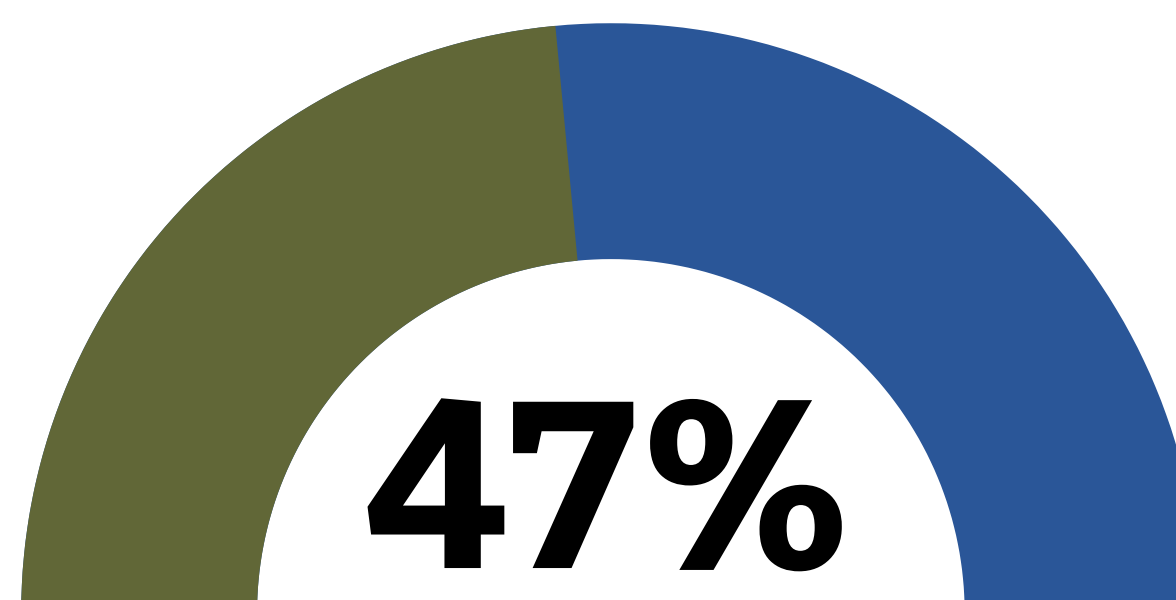
REVENUE NUMBERS



Upcoming:

- Fall Fishing Derby
- Jazz Date by the Lake
- Halloween Extravaganza

% of Resident Accounts
as of August 2022



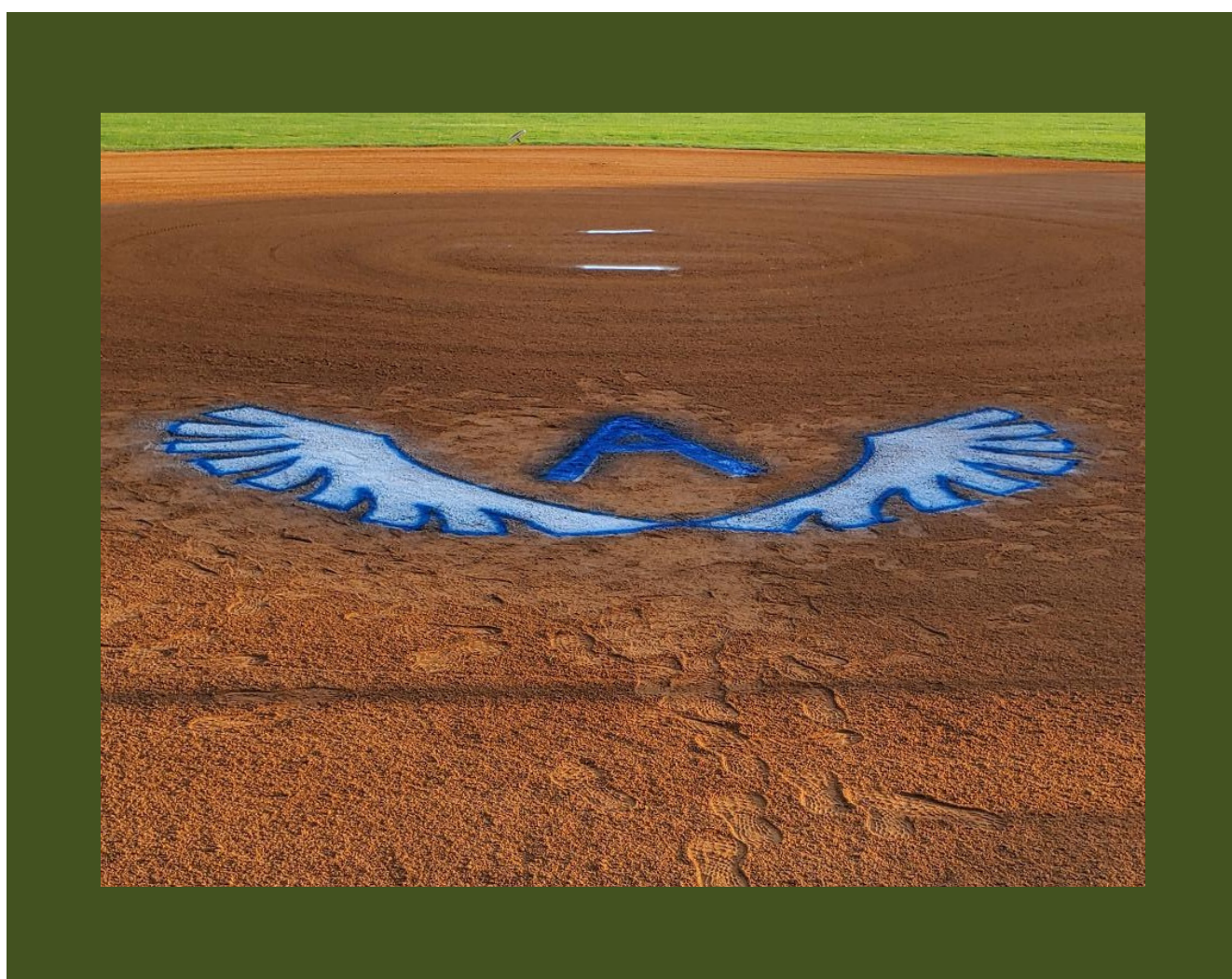
PARKS PROJECT UPDATE – AUGUST 2022



LEON TUTTLE ATHLETIC COMPLEX
PARKING LOT PAINTING



FIBAR INSTALLATION AT ALL
PLAYGROUNDS



ANGEL LEAGUE LOGO AT YELLOW
JACKET PARK



KIDZONE SOD INSTALLATION

Other Projects

LOFLAND PARK MEMORIAL BENCH INSTALL

NEW PARK BUILDING PLANT AND
EQUIPMENT STORAGE AREA

Rockwall Police Department

Monthly Activity Report

August-2022

ACTIVITY	CURRENT MONTH AUGUST	PREVIOUS MONTH JULY	YTD 2022	YTD 2021	YTD % CHANGE
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PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	0	0.00%
Sexual Assault	0	3	10	12	-16.67%
Robbery	2	0	9	3	200.00%
Aggravated Assault	4	2	22	22	0.00%
Burglary	2	3	25	25	0.00%
Larceny	48	58	459	406	13.05%
Motor Vehicle Theft	5	5	36	36	0.00%
TOTAL PART I	61	71	561	504	11.31%
TOTAL PART II	117	112	1030	988	4.25%
TOTAL OFFENSES	178	183	1591	1492	6.64%

ADDITIONAL STATISTICS

FAMILY VIOLENCE	8	6	62	89	-30.34%
D.W.I.	14	17	124	140	-11.43%

ARRESTS

FELONY	22	20	195	182	7.14%
MISDEMEANOR	56	55	445	377	18.04%
WARRANT ARREST	8	8	58	64	-9.38%
JUVENILE	4	2	59	21	180.95%
TOTAL ARRESTS	90	85	757	644	17.55%

DISPATCH

CALLS FOR SERVICE	1948	2144	15830	16630	-4.81%
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ACCIDENTS

INJURY	3	4	31	36	-13.89%
NON-INJURY	72	83	585	565	3.54%
FATALITY	0	1	2	0	200.00%
TOTAL	75	88	618	601	2.83%

FALSE ALARMS

RESIDENT ALARMS	39	49	357	348	2.59%
BUSINESS ALARMS	182	155	1261	1105	14.12%
TOTAL FALSE ALARMS	221	204	1618	1453	11.36%
Estimated Lost Hours	145.86	134.64	1067.88	958.98	11.36%
Estimated Cost	\$3,469.70	\$3,202.80	\$25,402.60	\$22,812.10	11.36%

ROCKWALL NARCOTICS UNIT

Number of Cases	1
Arrests	1
Arrest Warrants	0
Search Warrants	2
Seized	
Cocaine	32 grams
Methamphetamine	10000 grams
Dangerous Drugs / Fentanyl	11000 pills
THC Oil	1 grams

Rockwall Police Department

Dispatch and Response Times

August 2022

Police Department

	Average Response Time	
Priority 1		Number of Calls 171
Call to Dispatch	0:00:47	
Call to Arrival	0:05:33	
% over 7 minutes	27%	

	Average Response Time	
Priority 2		Number of Calls 670
Call to Dispatch	0:02:44	
Call to Arrival	0:10:03	
% over 7 minutes	23%	

	Average Response Time	
Priority 3		Number of Calls 61
Call to Dispatch	0:02:02	
Call to Arrival	0:08:23	
% over 7 minutes	46%	

Average dispatch response time goals are as follows:

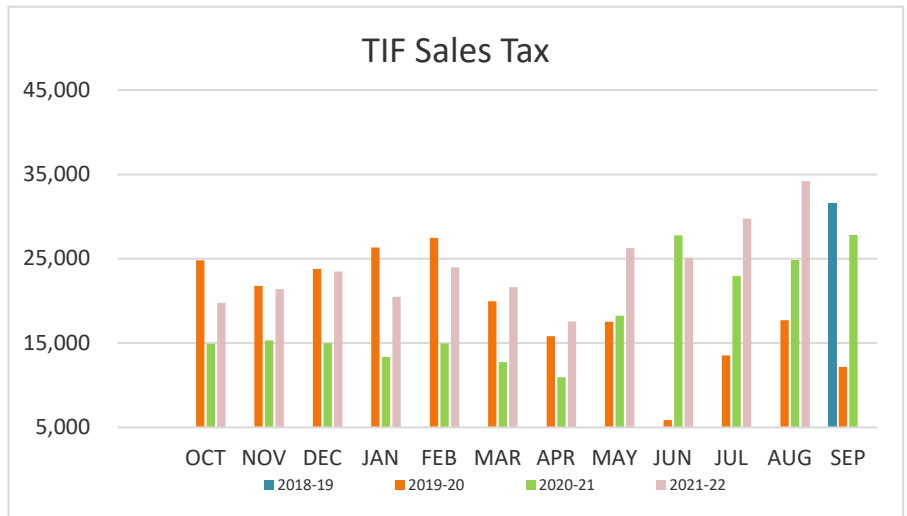
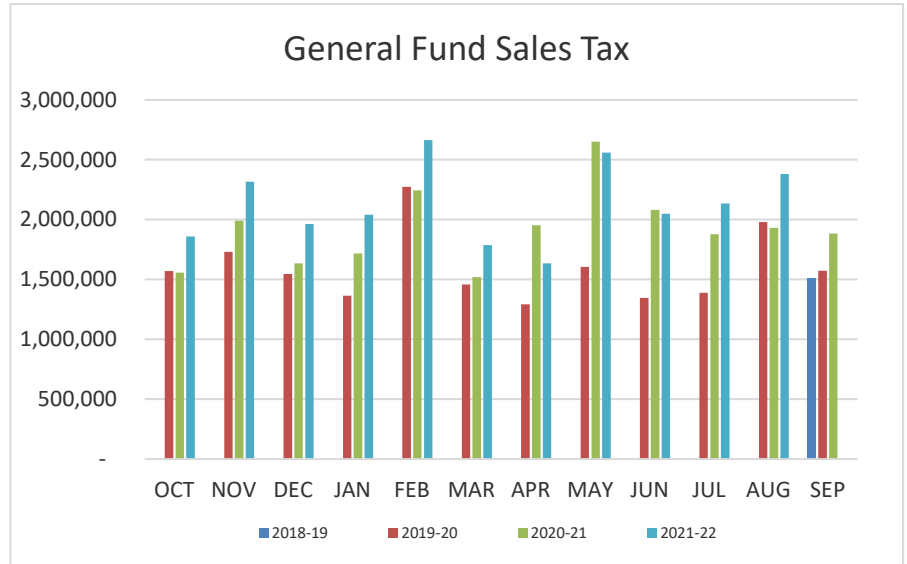
Priority 1: 1 Minute

Priority 2: 1 Minute, 30 Seconds

Priority 3: 3 Minutes

Sales Tax Collections - Rolling 36 Months

	<u>General Fund</u> <u>Sales Tax</u>	<u>TIF</u> <u>Sales Tax</u>
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	1,634,280	14,994
Jan-21	1,718,364	13,341
Feb-21	2,244,778	14,935
Mar-21	1,521,031	12,738
Apr-21	1,952,165	10,954
May-21	2,651,412	18,252
Jun-21	2,080,645	27,773
Jul-21	1,877,982	22,940
Aug-21	1,930,521	24,860
Sep-21	1,882,276	27,803
Oct-21	1,860,016	19,744
Nov-21	2,317,862	21,385
Dec-21	1,963,345	23,464
Jan-22	2,040,002	20,495
Feb-22	2,664,185	23,976
Mar-22	1,786,902	21,605
Apr-22	1,633,850	17,548
May-22	2,559,349	26,254
Jun-22	2,050,066	25,127
Jul-22	2,135,457	29,738
Aug-22	2,381,510	34,190



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>
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
Mar-21	230,130,315	7,423,560	9,739,996
Apr-21	289,545,756	9,651,525	12,683,656
May-21	247,421,005	7,981,324	10,400,411
Jun-21	342,904,230	11,430,141	16,988,604
Jul-21	446,687,809	14,409,284	17,918,524
Aug-21	486,443,590	15,691,730	18,928,160
Sep-21	377,898,464	17,173,544	19,016,086
Oct-21	293,280,384	11,880,576	15,338,545
Nov-21	280,398,508	9,346,618	12,584,820
Dec-21	262,730,021	8,475,163	10,313,293
Jan-22	245,557,172	7,921,199	10,742,941
Feb-22	211,955,941	7,569,855	10,394,759
Mar-22	256,035,618	8,529,214	10,544,988
Apr-22	281,707,217	9,390,241	11,718,730
May-22	356,050,664	11,485,506	15,634,756
Jun-22	496,374,560	16,545,820	21,414,344
Jul-22	679,705,160	21,925,974	24,474,168
Aug-22	534,145,350	17,230,494	23,206,750

Source: SCADA Monthly Reports generated at the Water Pump Stations

