

CONDITIONAL
USE PERMIT
SUBMITTAL



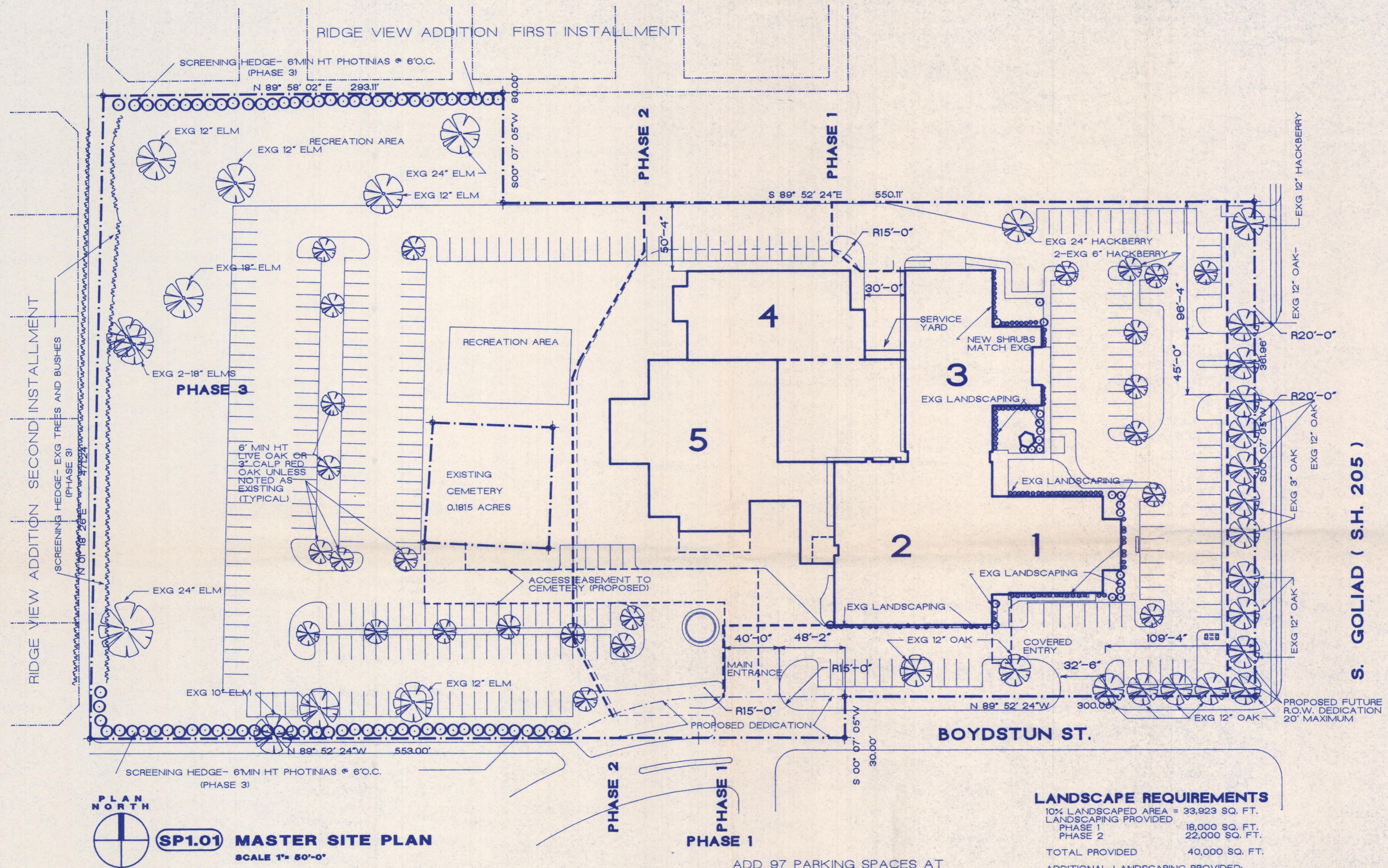
JMD * A
JAMES
M.
DAVIS
* ARCHITECTS
INCORPORATED
9601 WHITE ROCK TRAIL
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DALLAS, TEXAS 75238
PH. 214/340-5581
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DALLAS, TX LONG BEACH, CA.

FIRST BAPTIST CHURCH
ROCKWALL, TEXAS
MASTER SITE PLAN '90

JOB NUMBER
8924.02

SHEET NUMBER
SP1
30 MAY 1990
DATE OF ORIGINAL ISSUE

S. GOLIAD (S.H. 205)



SP1.01 MASTER SITE PLAN
SCALE 1" = 50'-0"

SITE DATA

SITE AREA 7.7877 ACRES	339,232 SQ. FT.
PARKING REQUIRED	
EXISTING AUDITORIUM	
486 SEATS @ 1/3 SEATS	162 SPACES
NEW SANCTUARY	
900 SEATS @ 1/3 SEATS=	300 SPACES
PARKING PROVIDED	
EXISTING +EAST EXPANSION	180 SPACES
TOTAL DEVELOPMENT	315 SPACES

EXISTING

- EXISTING SANCTUARY.
7,293 SQ. FT. (40' HT)
SEATING 486 @ 1/15 SQ. FT.
 - EXISTING EDUCATION SPACE
13,163 SQ. FT. (12' HT)
 - EXISTING EDUCATION SPACE
10,673 SQ. FT. (25' HT)
- EXISTING PARKING (WEST OF EXISTING BLDGS)

ADD 97 PARKING SPACES AT EAST SIDE OF EXISTING BLDGS
PROVIDE ADDITIONAL LANDSCAPING TOTALING 18,000 SQ. FT. EAST SIDE ONLY.

PHASE 2 (FUTURE 6 MO.- 1 YR)

- PROPOSED EDUCATION SPACE (50' MAX HT)
PHASE 2 28,000 SQ. FT. (2 STORY, 35' MAX HT)
PHASE 3 10,000 SQ.FT. (3rd STORY,15' MAX HT)

PHASE 3 (FUTURE 3-5 YRS)

- PROPOSED SANCTUARY (50' MAX HT)
14,000 SQ. FT. SEATING 900
ADDITIONAL PARKING TO TOAL 315 SPACES
ADDITIONAL LANDSCAPING TO TOTAL 40,000 SQ. FT.

LANDSCAPE REQUIREMENTS

10% LANDSCAPED AREA =	33,923 SQ. FT.
LANDSCAPING PROVIDED	
PHASE 1	18,000 SQ. FT.
PHASE 2	22,000 SQ. FT.
TOTAL PROVIDED	40,000 SQ. FT.

ADDITIONAL LANDSCAPING PROVIDED:
SCREENING HEDGE ADJACENT TO RESIDENTIAL
INTERIOR LARGE TREES @ 1 PER 10 PARKING SPACE
15MIN WIDTH LANDSCAPING BUFFER @ RESIDENTIAL

First Baptist Church

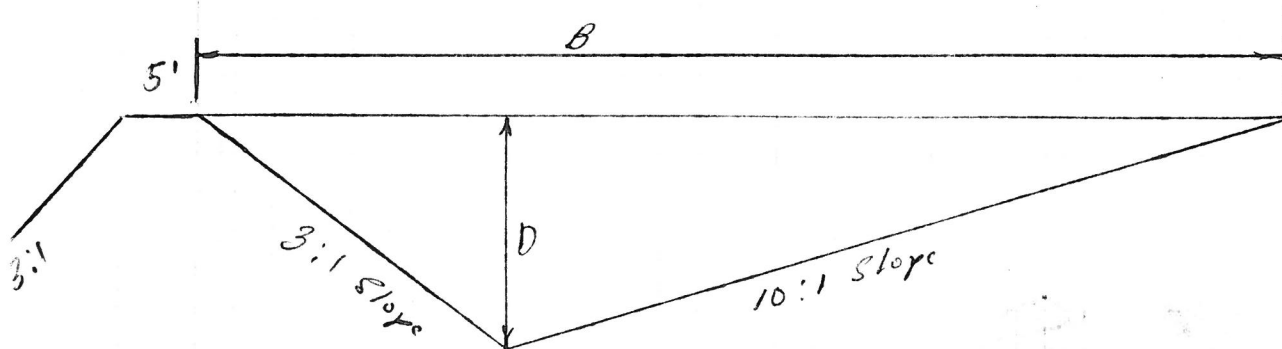
Revised Retention Plan

8-22-90

Total Retention Required 5300 C.F.

Retained on North - 79% or 4200 C.F.

Retained on South 1100 C.F.



Try $D = 4'$; $B = 52'$ Area = $\frac{1}{2}(52)(4) = 104$ Sq Ft

Surface Area = $4200 / 104 = 40$ S.F.

Pond Release $21.09 \times .79 = \underline{16.66}$ CFS

Slope = 2.0%

2" Pipe - 1.71 CFS, $V = 4.39$

10" Pipe - 3.10 CFS, $V = 5.68$

12" Pipe - 5.52 CFS, $V = 6.41$

14" Pipe - 7.60 CFS, $V = 7.60$

18" Pipe - 12.55 CFS, $V = 9.40$

Use - 1-3" Pipe at bottom level.

2-14" Pipe at One ft above bottom

South Area Release - $21.09 - 16.66 = 4.43$

Pond Area = $1100 \times 104 = 10'$

Use 1-2" Pipe

July 2, 1990

Honorable Mayor and
City Council
City of Rockwall
205 W. Rusk
Rockwall, Texas 75087

Re: First Baptist Church
Facilities Agreement

Dear Mayor and City Council:

Members of the Church and I have met several times to discuss the characteristics of the proposed facilities agreement under consideration as a part of the platting procedures currently underway. I believe the church is in agreement with the majority of the issues addressed by the proposed agreement and is delighted by the city's willingness to consider options which enhance the growth potential of our church on this property.

In reviewing the latest draft we have concerns regarding several issues which are categorized to correspond with the outline format of the facilities agreement:

C. THOROUGHFARES

1. The church would ask that wording be added to this paragraph stipulating that there would be no future assessments by the city toward the church in an effort to recover a portion of the cities expense of the widening costs, (usually 90% state/10% city).
2. The church would ask that if for any reason the state changes it's policy and begins to purchase right of way an idea currently being considered in connection with a proposed gasoline tax increase) the city would not exercise it's option for the dedicated land and would allow the necessary right of way land be purchased by the state from the church. This would protect the city from any future costs in procuring needed right of way without jeopardizing the church's possibilities of being reimbursed for the land if possible.

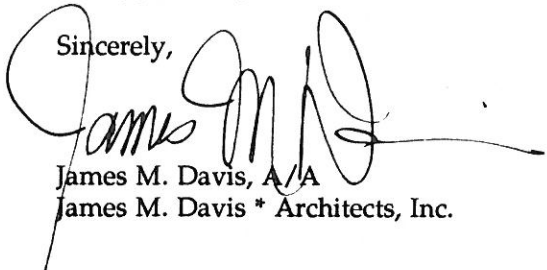
D. UTILITIES

1. The church would request the city "Grandfather" (or exempt) the church and it's property from any requirement to pay any portion of costs incurred by the city to upgrade or improve any public utilities off site of the church property. We believe our existence prior to residential development down stream and prior to the initiation of current zoning, platting and subdivision regulations should qualify us for exemption. Also for consideration is the fact that we would be the only tract asked to participate due to the developed nature of the area served by the system.

2. If the city does not choose to exempt the church from its financial participation in off-site drainage improvements, then we would ask the following revisions be made to this portion of the agreement:
 - a. Stipulate that the church's portion would be estimated and paid to the city at the time of permitting for Phase 3 only. Phase 3 is the only portion of the proposed development that effects the drainage area being considered.
 - b. A clarification be added that the church pay their portion at time of permitting for Phase 3 or whenever the city undertakes the improvements, whichever is the latter. This would allow the church to make best use of its funds should the city see fit not to undertake the drainage improvements for some time after the Phase 3 portion of our development is completed. It also would allow the church to not pay their portion until Phase 3 is constructed should the city begin improvements prior to Phase 3 development.

We appreciate your consideration of our position concerning this agreement.

Sincerely,



James M. Davis, A/A
James M. Davis * Architects, Inc.

cc: Steve Swofford

JMD * A

JAMES M. DAVIS * ARCHITECTS, Inc.

6 August 1990

JOB MEETING MEMO

Project: First Baptist church
Phase one
Parking Addition
Date of Meeting: 26 July 1990
JMD*A JOB NO: 8924.02
Present: City of Rockwall
Ms. Julie Couch
Mr. Dub Douphrate
Mr. Bruce Hamby
Harold Evans Consulting
Engineers
Mr. Harold Evans
JMD*A
Jim Davis
Place of meeting: Offices of HRDB Architects
Purpose: Facilities Agreement
alternatives

GENERAL:

Architect, civil engineer, and city staff met to discuss alternatives to the facilities agreement approved by city council in their recent meeting. Architect told city staff that church had met and decided current agreement was not acceptable for signature without establishing a maximum cost for off-site improvements for which the church must pay their portion. During the course of the meeting the following areas were discussed:

1. Staff has estimated that the churches "pro-rata" portion of off-site improvements would be approximately ~~4%~~ ^{not correct} of the total cost.
2. Staff clarified that cost to tie new storm sewer system to existing system would be paid by the church. The nearest line to tie in to is approximately 600 feet down the hill on Shoretrail. This would add a significant cost to the church.
3. Engineer proposed the possibility of designing on-site retention areas which would prevent additional run-off caused by phase 3 parking addition. City staff agreed that this would meet the criteria of the facilities agreement by not adding to the current run-off amounts. This would delete the necessity of adding any off-site drainage for the phase 3 addition. City staff will verify how the facilities agreement must be changed to include this option.
4. City staff ask engineer to investigate existing storm drainage facilities at Goliad and Boydston to determine if any off-site drainage additions would be needed in connection with the phase one addition.

Job Meeting Memo
26 July 1990
JMD*A JOB No. 8924.02
Page 2 of 2

5. City staff will establish approximate cost to church for off site improvements for phase one construction.
6. Engineer will prepare preliminary design of retention areas for city staff review. If acceptable, it will be attached to the new facilities agreement.

END MEMO

c/c All present
Steve Swofford

MEMORANDUM
July 2, 1990

TO: Bill Eisen, City Manager
FROM: Julie Couch, Assistant City Manager
RE: First Baptist Church Facilities Agreement

The Board of the Church has reviewed the proposed changes to the facilities agreement and has requested that several statements be added in regard to the Right of Way dedication and the storm drainage provisions. Their requests are as follows:

1. That a statement be added to Section C.1. Thoroughfares, to the effect that in consideration for the dedication of the additional Right of Way the City agrees not to assess the Church in the future for any of the improvements to SH-205. This request has been reviewed with the City Attorney, and he did indicate several concerns. One is that such an approval would bind a future Council. Another is that the Church would normally be required to dedicate any needed ROW. However, in this case it is unlikely that the City would be in a position to assess the Church for any improvements to SH-205. The only improvements that the City might assess for would be sidewalks and longitudinal storm drainage. There are already sidewalks in front of the Church property and if storm sewer is needed in this location it would be unlikely that we could show enhancement for such an improvement. Additionally, the City does not know if additional ROW is necessary at this time. The Church has agreed to dedicate the ROW if it is determined necessary in the future.
2. The Church would also like an additional provision included in Section D.1.b. to provide that, if the Council does not waive the Church from any responsibility for offsite drainage improvements, a provision be added to only require the Church to put the money in escrow to the City when the City is ready to construct the improvements. The Church is concerned that Phase III may be built long before the City is ready to construct any offsite improvements and that their funds may be tied up in escrow for a period of time without being used. The problem with this approach is that if the City has issued all applicable permits and the development is complete the only recourse the City has to enforce the provisions of this agreement is to pursue civil action against the Church. Normally, an escrow provision is tied to permit issuance to ensure that it can be enforced.

The Church would also like this section to clarify that the escrow would only be due for that phase that is being considered, again assuming that the Church is required to participate. This is not a problem and I have prepared a

revised paragraph to reflect the change. I have prepared a revised version of the agreement to address the above three items if the Council wishes to consider them. A copy is attached.

Regulations. Such plans shall be approved by the City Engineer or his agent prior to approval of a Building Permit for the Phase under development. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

Construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Church, its engineer or agent of its obligations for the design, construction and maintenance of the improvements as set out in this Agreement and other relevant ordinances of the City. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.

Upon completion of construction of public improvements as required by this Agreement and as required by the Subdivision Regulations, the Church shall deliver to the City a reproducible copy of as-built construction plans of the public improvements constructed or engineered by the Church.

C. THOROUGHFARES

In conjunction with the platting and development of The First Baptist Church Addition, the Church shall complete the following:

1. The Church hereby agrees to, in the future, dedicate to the City additional Right Of Way along the SH-205 street frontage. Such dedication shall only contain the minimum amount necessary to widen SH-205 and shall not exceed 20 feet of depth. Such dedication shall only occur if and only if, in the future it is determined by the City or the State Department of Highways and Public Transportation that such Right of Way is needed for the improvement of SH-205. Such Right of Way shall be dedicated at no cost to the City or the State and shall be completed no later than 60 days after notification by the City or State that such dedication is needed. **The City hereby agrees that it will not assess the Church for any improvements to be completed in conjunction with the improvement to SH-205.**

added wording

D. UTILITIES

1. Drainage -
 - a. A grading and drainage plan for each phase shall be prepared and submitted for each phase of development, as shown on the attached site plan, Exhibit "A", and shall be approved by the City Engineer prior to the issuance of a building permit for that phase.
 - b. Should offsite downstream drainage improvements be determined to be necessary by the City Engineer in conjunction with the review of **any phase of** onsite improvements by the Church, the Church shall

added wording

*added
wording*

only be obligated to participate in such improvements on a pro rata basis for that phase. The pro rata allocation for the Church shall be based upon the percentage of land developed by the Church to the total land area within the drainage area. If the City is not prepared to construct any such downstream improvements at the time the Church submits its plans for approval an estimate of the cost of any such improvements shall be prepared by the City Engineer and the Church shall pay the City its pro rata share of the estimated costs. The funds shall be placed in escrow by the City to be used for the improvements when constructed. **Should the Church construct any phase of improvements prior to the City constructing any necessary offsite drainage improvements the Church shall only be required to place funds in escrow for its pro rata share of the improvements at the time the City constructs the facilities. Such funds shall be paid to the City within 30 days of notification by the City that a contract for such improvements has been approved.**

F. FEES TO BE PAID BY THE CHURCH

1. The Church hereby agrees to pay the City all required fees at the time specified in the applicable City ordinances.

G. MAINTENANCE

1. Prior to final acceptance of any public improvements, the Church shall furnish to the City a good and sufficient maintenance bond in the amount of fifteen per cent (15%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City against any repairs which may become necessary to any part of the construction work performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein, for a period of one (1) year from the date of final acceptance of such improvements.

H. WAIVER

The Church expressly acknowledges that by entering into this contract, the Church, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this contract as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

I. HOLD HARMLESS AGREEMENT

The Church, its successors, assigns, grantees, and/or trustees do hereby agree to fully release, indemnify, and hold harmless the City from all claims, suits, judgments, and demands which have accrued or which may accrue because of such development.

J. AMENDMENTS

MEMORANDUM

July 9, 1990

TO: Mayor and City Council

FROM: Julie Couch, Assistant City Manager

RE: First Baptist Church Facilities Agreement

In conjunction with the site plan the Church has also requested certain revisions to the facilities agreement that was originally considered with the final plat.

Storm Drainage

The primary concern of the Church deals with the potential offsite drainage requirements that may affect the Church's ability to build Phase III. The agreement as originally worded provided that the Church would construct any necessary onsite or offsite drainage facilities as determined at the time of construction. The intention was not to imply that the Church might have to fully replace the existing offsite drainage facilities if they are found to be inadequate. This phrase is a standard phrase that is in all of our facilities agreements. This would not be the case, however we understand the Church's concern. We do not, however, know at this time what if any improvements will be necessary. This language which is in accordance with our subdivision standards would require the Church to participate to whatever degree necessary based on the analysis of a grading and drainage plan.

The Church's principal concern is that they feel that they are the only property within the drainage area that would be required to pay for any offsite drainage improvements that the City might construct because the rest of the drainage area is fully developed. While there may be a few tracts that might be redeveloped it is true that the drainage area is almost fully developed. They have indicated that they don't mind paying if everyone else in the drainage area pays as well, but they feel singled out because they are now required to plat in order to expand. They have requested that they be exempt from any cost associated with offsite storm drainage facilities for these reasons. Our subdivision standards would require any developer to participate in necessary offsite improvements, unless special consideration is given by the Council.

If they are not granted an exemption they have requested several additional changes that would clarify when they would be required to pay for their portion of the improvements and that they would only be required to pay a pro rata portion . We have added some wording to Section D. 1. on page 2 of the original contract that would clarify that any required escrow would only be necessary with each phase as it is constructed. We also added wording which states that the Church would only be responsible for their pro rata share of any off site improvements.

The Church would also like an additional provision included in Section D.1.b. to provide that, if the Council does not waive the Church from any responsibility for offsite drainage improvements, a provision be added to only require the Church to put the money in escrow to the City when the City is ready to construct the improvements. The Church is concerned that Phase III may be built long before the City is ready to construct any offsite improvements and that their funds may be tied up in escrow for a period of time without being used. The problem with this approach is that if the City has issued all applicable permits and the development is complete the only recourse the City has to enforce the provisions of this agreement is to pursue civil action against the Church. Normally, an escrow provision is tied to permit issuance to ensure that it can be enforced. Wording has been added to the agreement for your review if the Council wishes to approve this provision.

Thoroughfares

The Church has also requested several changes to Section C.1. regarding SH-205. They have requested some additional language to clarify that the dedication will only occur if the City or State determine that the ROW is necessary. We have added this wording.

They have also requested that a statement be added to the effect that in consideration for the dedication of the additional Right of Way the City agrees not to assess the Church in the future for any of the improvements to SH-205. This request has been reviewed with the City Attorney, and he did indicate some general concerns. One is that such an approval would bind a future Council. Another is that the Church would normally be required to dedicate any needed ROW. However, in this case it is unlikely that the City would be in a position to assess the Church for any improvements to SH-205. The only improvements that the City might assess for would be sidewalks and there is a already sidewalk in front of the Church. The state will pay for replacement of sidewalks if they already exist. We have included some wording in the agreement that addresses this request if the Council approves it.

The Church has also requested that we include some wording to the effect that if the State ever changes their ROW acquisition policy and fully pays for ROW in conjunction with state projects that we not require the dedication but allow the State to acquire it through their acquisition procedures. It is unlikely that this proposition will ever happen. It is a normal course of development and platting approval to dedicate ROW. This is the method used by all cities to acquire ROW for road widening, whether it is a local or state project. Dedication of ROW helps to offset the cost of such improvements when they are done and this can improve the chances that a particular road improvement will be done. We would not recommend establishing such a precedent. We will add wording that would accomplish this request if the Council wishes to approve it.

They will be here Monday night to fully explain their request. We have attached a copy of the facilities agreement with the wording changes as indicated above.

CITY OF ROCKWALL
Planning and Zoning Agenda

Agenda Date: June 14, 1990

Agenda No: IV. A.

Agenda Item: P&Z 90-19-SP - Consider Recommending Approval of a Site Plan for Phase III of the First Baptist Church

Item Generated By: Applicant

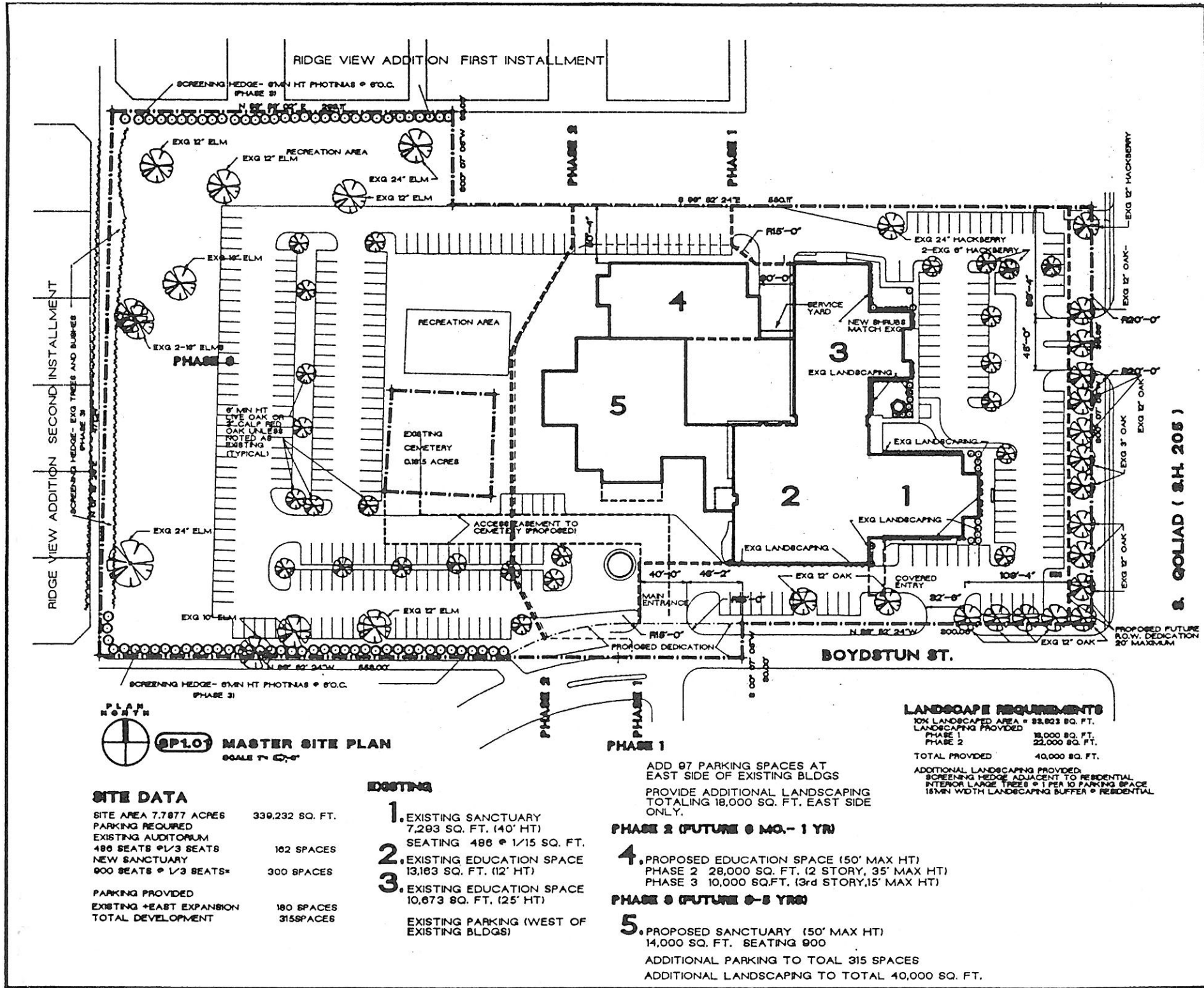
Action Needed: Consider approval of the revised site plan.

Background Information:

We have received a request from the First Baptist Church for consideration of a revised version of the third phase of their planned expansion. They took all of the recommendations of the Commission and have redrawn the plan to address those concerns. The sanctuary has been reduced in size to 900 rather than 1200 as previously proposed. This reduces the amount of parking required by 100 spaces. They have eliminated the tie to Whittle Way and have increased the landscape buffer adjacent to the residential areas. They are proposing to plant photinias along the north and south adjacent to the residential areas, but they would like permission to maintain the existing growth along the west property line along the alley. This growth would not need to be disturbed and it is extremely thick. It does form a sufficient screen from the residential area.

A copy of the revised site plan is attached. You will notice that they have also included the single drive onto Goliad.

Attachments:



SP1.01 MASTER SITE PLAN
SCALE 1/4" = 10'-0"

SITE DATA

SITE AREA 7.7877 ACRES	339,232 SQ. FT.
PARKING REQUIRED	
EXISTING AUDITORIUM	162 SPACES
480 SEATS @ 1/3 SEATS	
NEW SANCTUARY	300 SPACES
900 SEATS @ 1/3 SEATS	
PARKING PROVIDED	
EXISTING + EAST EXPANSION	180 SPACES
TOTAL DEVELOPMENT	315 SPACES

EXISTING

1. EXISTING SANCTUARY
7,293 SQ. FT. (40' HT)
SEATING 486 @ 1/15 SQ. FT.
 2. EXISTING EDUCATION SPACE
13,183 SQ. FT. (12' HT)
 3. EXISTING EDUCATION SPACE
10,673 SQ. FT. (25' HT)
- EXISTING PARKING (WEST OF EXISTING BLDGS)

ADD 97 PARKING SPACES AT EAST SIDE OF EXISTING BLDGS
PROVIDE ADDITIONAL LANDSCAPING TOTALING 18,000 SQ. FT. EAST SIDE ONLY.

PHASE 2 (FUTURE 6 MO. - 1 YR)

4. PROPOSED EDUCATION SPACE (50' MAX HT)
PHASE 2 28,000 SQ. FT. (2 STORY, 35' MAX HT)
PHASE 3 10,000 SQ. FT. (3rd STORY, 15' MAX HT)

PHASE 3 (FUTURE 3-5 YRS)

5. PROPOSED SANCTUARY (50' MAX HT)
14,000 SQ. FT. SEATING 900
ADDITIONAL PARKING TO TOTAL 315 SPACES
ADDITIONAL LANDSCAPING TO TOTAL 40,000 SQ. FT.

LANDSCAPE REQUIREMENTS

10% LANDSCAPED AREA =	33,923 SQ. FT.
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PHASE 1	18,000 SQ. FT.
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ADDITIONAL LANDSCAPING PROVIDED:
SCREENING HEDGE ADJACENT TO RESIDENTIAL
INTERIOR LANDSCAPE TREES @ 1 PER 10 PARKING SPACE
15MIN WIDTH LANDSCAPING BUFFER @ RESIDENTIAL

CONDITIONAL
USE PERMIT
SUBMITTAL

JMD*A
JAMES
M. DAVIS
ARCHITECTS
INCORPORATED
8001 WHITE ROCK TRAIL
SUITE 105
L.B.#
DALLAS, TEXAS 75238
PH 214/340-5581
FAX 214/343-2848
DALLAS, TX 75204, TX, CA

FIRST BAPTIST CHURCH
ROCKWALL, TEXAS
MASTER SITE PLAN '90

JOB NUMBER
8924.02

SHEET NUMBER
SP1
30 MAY 1990
DATE OF ORIGINAL ISSUE

**CITY OF ROCKWALL
City Council Agenda**

Agenda Date: July 2, 1990

Agenda No: VII. A.

Agenda Item: Discuss and Consider Approval of a Site Plan for Phase III of the First Baptist Church and Consider Approval of Revisions to the Facilities Agreement

Item Generated By: Applicant

Action Needed: Consider approval of the revised site plan and the revised facilities agreement.

Background Information:

We have received a request from the First Baptist Church for consideration of a revised version of the third phase of their planned expansion. They took all of the recommendations of the Commission and have redrawn the plan to address those concerns. The sanctuary has been reduced in size to 900 rather than 1200 as previously proposed. This reduces the amount of parking required by 100 spaces. They have eliminated the tie to Whittle Way and have increased the landscape buffer adjacent to the residential areas. They are proposing to plant photinias along the north and south adjacent to the residential areas, but they would like permission to maintain the existing growth along the west property line along the alley. This growth would not need to be disturbed and it is extremely thick. It does form a sufficient screen from the residential area.

A copy of the revised site plan is attached. You will notice that they have also included the single drive onto Goliad.

The Planning and Zoning Commission has recommended approval of the request.

The Church has also requested certain revisions to the facilities agreement. The primary concern of the Church deals with the potential offsite drainage requirements that may affect the Church's ability to build Phase III. The agreement as originally worded provided that the Church would construct any necessary onsite or offsite drainage facilities as determined at the time of construction. The intention was not to imply that the Church might have to fully replace the existing offsite drainage facilities if they are found to be inadequate. This would not be the case, however we understand the Church's concern. We have proposed to amend the wording to state that the Church would only be obligated to pay for their pro rata share of any improvements. We have also made several minor changes that clarify the ROW dedication if it is necessary.

The Church still has some concerns in that they feel that they are the only property within the drainage area that would be required to pay for any improvements that the City might construct because the rest of the drainage area is fully developed. While there may be a few tracts that might be redeveloped it is true that the drainage area is almost fully developed. They have indicated that they don't mind paying if everyone else in the drainage area pays as well, but they feel singled out because they are now required to plat in order to expand.

Our subdivision standards would require any developer to participate in necessary offsite improvements, unless special consideration is given by the Council. The Church is requesting that they not be required to construct any offsite facilities for the reasons stated above. They will be here Monday night to fully explain their request. We have attached a copy of the facilities agreement with the wording that is consistent with our polices. If the Council wishes to amend that section you need to include that in your motion to approve.

Attachments:

1. Site Plan

Agenda Item: First Baptist Church Site Plan

Item No: VII. A.

**CITY OF ROCKWALL
City Council Agenda**

Agenda Date: July 16, 1990

Agenda No: V.A.

Agenda Item: Discuss and Consider Approval of a Site Plan for Phase III of the First Baptist Church and Consider Approval of Revisions to the Facilities Agreement

Item Generated By: Applicant, First Baptist Church

Action Needed: Consider approval of the revised site plan and the revised facilities agreement.

Background Information:

Site Plan

We have received a request from the First Baptist Church for consideration of a revised version of the third phase of their planned expansion. They took all of the recommendations of the Commission and have redrawn the plan to address those concerns. The sanctuary has been reduced in size to 900 rather than 1200 as previously proposed. This reduces the amount of parking required by 100 spaces. They have eliminated the tie to Whittle Way and have increased the landscape buffer adjacent to the residential areas. They are proposing to plant photinias along the north and south adjacent to the residential areas, but they would like permission to maintain the existing growth along the west property line along the alley. This growth would not need to be disturbed and it is extremely thick. It does form a sufficient screen from the residential area.

A copy of the revised site plan is attached. You will notice that they have also included the single drive onto Goliad.

The Planning and Zoning Commission has recommended approval of the request.

Facilities Agreement

SEE ATTACHED MEMORANDUM

Attachments:

1. Site Plan
2. Memorandum

Agenda Item: First Baptist Church Site Plan

Item No: V. A.

**CITY OF ROCKWALL
City Council Agenda**

Agenda Date: September 4, 1990 **Agenda No:** VIII A.

Agenda Item: Discuss and Consider Approval of Revisions to the Facilities Agreement with First Baptist Church

Item Generated By: First Baptist Church

Action Needed: Consideration of the proposed changes.

Background Information:

Several meetings ago the Council approved a revised facilities agreement with the Baptist Church regarding their proposed expansion of the Church. At that time the Church had requested that they not be required to participate in offsite drainage if it were determined to be necessary. The Council did not approve that change in the facilities agreement and the current agreement does require the Church to participate on a pro rata basis if any improvements prove to be necessary.

After additional consideration the Church was still uncomfortable with the provision because they were not able to determine what their ultimate costs might be. They have therefore proposed an alternative to detain storm drainage on site to the extent that they will not increase the speed or volume of storm drainage from what it is today and will in fact probably reduce the speed of flow from what it is today. They plan to store the water onsite with ponding in the greenbelt and in the parking lot. A copy of their concept is attached. The Church's engineer has submitted design concept information that has been reviewed by the City Engineer. Mr. Douphrate is satisfied that the design would work. This approach would eliminate the need for off site drainage improvements in relation to the improvements that the Church is considering, if constructed as proposed.

The Church would like to amend the agreement to recognize the validity of this approach so that they will be able to better identify what their expansion costs will be. We have drafted a revision to the drainage portion of the agreement which is included in your packet. The Church has a copy of this draft and we should hear from them this week in regard to the language. The section is written so that if this design concept is not utilized the original provisions would apply.

Attachments:

1. Revised Facilities Agreement
2. Drainage Concept

CITY OF ROCKWALL

FACILITIES AGREEMENT

For the First Baptist Church Addition

THIS AGREEMENT entered into on the _____ day of _____, 19____, by and between the City of Rockwall, Texas, hereinafter known as the "CITY", and The First Baptist Church whose address is 610 South Goliad, Rockwall, Texas, hereinafter known as the "Church", witnesseth that:

WHEREAS, the Church has requested the City to permit the platting and/or development of a tract of land known as Lot 1, Block A, First Baptist Church Addition; and,

WHEREAS, the City has approved such platting and/or development as being in compliance with all requirements of the Zoning Ordinance and Subdivision Regulations of the City, except as herein agreed upon; and

WHEREAS, the Church, its grantees, assigns, successors, trustees and all others holding any interest now or in the future, agree and enter into this contract which shall operate as a covenant running with the land and be binding upon the Church and its representatives;

NOW, THEREFORE, the City and Church, in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

A. ZONING, PLATTING AND SITE PLANNING

All property owned by the Church and located within the limits of the development shall be zoned and platted in accordance with the Zoning Ordinance and Subdivision Regulations of the City before any Building Permit will be issued. The Church shall dedicate, at no cost to the City, all street rights-of-way, alleys, drainage easements, floodways, and other dedications as indicated on the plat.

The Church shall comply with all conditions included in the approval of the project.

B. PUBLIC IMPROVEMENTS

All public improvements, if required, including utilities, drainage, sidewalks, and all other required improvements, shall be provided by the Church, at no cost to the City, unless otherwise provided herein, in accordance with the Subdivision Regulations of the City, and as approved by the City Engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision Regulations of the City unless otherwise approved herein. Engineering studies, plan/profile sheets, and other construction documents shall be

provided by the Church, as required herein, as required by the Subdivision Regulations. Such plans shall be approved by the City Engineer or his agent prior to approval of a Building Permit for the Phase under development. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

Construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Church, its engineer or agent of its obligations for the design, construction and maintenance of the improvements as set out in this Agreement and other relevant ordinances of the City. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.

Upon completion of construction of public improvements as required by this Agreement and as required by the Subdivision Regulations, the Church shall deliver to the City a reproducible copy of as-built construction plans of the public improvements constructed or engineered by the Church.

C. THOROUGHFARES

In conjunction with the platting and development of The First Baptist Church Addition, the Church shall complete the following:

1. The Church hereby agrees to, in the future, dedicate to the City additional Right Of Way along the SH-205 street frontage. Such dedication shall only contain the minimum amount necessary to widen SH-205 and shall not exceed 20 feet of depth. Such dedication shall only occur if and only if, in the future it is determined by the City or the State Department of Highways and Public Transportation that such Right of Way is needed for the improvement of SH-205. Such Right of Way shall be dedicated at no cost to the City or the State and shall be completed no later than 60 days after notification by the City or State that such dedication is needed.

D. UTILITIES

Drainage -

1. A grading and drainage plan for each phase shall be prepared and submitted for each phase of development, as shown on the attached site plan, Exhibit "A", and shall be approved by the City Engineer prior to the issuance of a building permit for that phase.

2. **The Church has proposed to utilize onsite retention to address offsite drainage for Phase 3, as shown on the attached design concept, Exhibit "B". The design concept has been reviewed by the City Engineer. Based upon the data submitted by the Church's engineer it appears that such concept has been designed to eliminate the need for participation in any downstream drainage improvements in conjunction with Phase 3. Prior to construction of Phase 3 a detailed grading and drainage plan prepared by a registered engineer shall be submitted and approved by the City Engineer that conforms to the general design concept herein approved.**

Should the Church propose to utilize an alternative design concept for the construction of Phase 3 the following provision shall apply: If offsite downstream drainage improvements are determined to be necessary by the City Engineer in conjunction with the review of **Phase 3** of onsite improvements by the Church, the Church shall only be obligated to participate in such improvements on a pro rata basis for that phase. The pro rata allocation for the Church shall be based upon the percentage of land developed by the Church to the total land area within the drainage area. If the City is not prepared to construct any such downstream improvements at the time the Church submits its plans for approval an estimate of the cost of any such improvements shall be prepared by the City Engineer and the Church shall pay the City its pro rata share of the estimated costs. The funds shall be placed in escrow by the City to be used for the improvements when constructed.

E. FEES TO BE PAID BY THE CHURCH

The Church hereby agrees to pay the City all required fees at the time specified in the applicable City ordinances.

F. MAINTENANCE

Prior to final acceptance of any public improvements, the Church shall furnish to the City a good and sufficient maintenance bond in the amount of fifteen per cent (15%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City against any repairs which may become necessary to any part of the construction work performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein, for a period of one (1) year from the date of final acceptance of such improvements.

G. WAIVER

The Church expressly acknowledges that by entering into this contract, the Church, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this contract as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

H. HOLD HARMLESS AGREEMENT

The Church, its successors, assigns, grantees, and/or trustees do hereby agree to fully release, indemnify, and hold harmless the City from all claims, suits, judgments, and demands which have accrued or which may accrue because of such development.

I. AMENDMENTS

This Agreement may be changed or modified only with the written consent of the Church and of the governing City Council of the City. Such modification may be requested by either party, but shall not in any event be effective unless and until approved by the City Council of the City.

J. REVOCATION

In the event the Church fails to comply with any of the provisions of this Agreement, the City shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits on property owned by the Church, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Rockwall County as Mechanic's Lien against the Church's property; and in the alternative, the City shall be authorized to levy an assessment against the Church's property for public improvements to be held as tax lien against the property by the City.

K. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the Church, its successors, heirs, assigns, grantees, trustees and/or representatives.

L. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

M. TERMINATION AND RELEASE

Upon the satisfactory completion by the Church and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Church, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

FIRST BAPTIST CHURCH

CITY OF ROCKWALL

By: _____

By: _____
Bill Eisen, City Manager

Date: _____

Date: _____

THE STATE OF TEXAS)(

COUNTY OF ROCKWALL)(

This instrument was acknowledged before me on _____, 19____, by _____ of the City of Rockwall, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

(Printed Name)

THE STATE OF TEXAS)(

COUNTY OF ROCKWALL)(

This instrument was acknowledged before me on _____, 19____, by
_____ of the First Baptist Church.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

(Printed Name)

HAROLD L. EVANS Consulting Engineer
2331 GUS THOMASSON ROAD SUITE 102
P.O. BOX 28355
DALLAS, TEXAS 75228 214-328-8133

August 23, 1990

City of Rockwall
205 West Rusk Street
Rockwall, Texas 75087

Attention: Mr. W. L. Douphrate II, P.E.
City Engineer

Dear Dub:

Delivered herewith is a revised preliminary retention plan for the Phase 3 parking lot. The method used in this scheme is to discharge the runoff from the paving into two ponds, one at either end of the paving, with pipes sized to regulate the discharge to the required release rate, which is set by the present runoff from the property into the same flow path that the water currently follows. Calculations are included for sizing the ponds and the discharge pipes. Either this method or the previously submitted plan will accomplish the required retention. It was my understanding, in the meeting, that the purpose of the preliminary design was only to prove that retention could be accomplished. I believe that we have completed that task.

Also submitted is a plan for replacing the existing three foot curb inlet with a double ten foot recessed inlet that you are requiring. In my opinion, there would be less complications if this inlet was not recessed. Please review this plan for approval.

If you need anything further on this, please call.

Yours truly,



Harold L. Evans, P.E.

Attachments

cc: Steve Swoffard, Pastor
Jim Davis, Architect