



# DEVELOPMENT APPLICATION

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

**STAFF USE ONLY**

PLANNING & ZONING CASE NO. \_\_\_\_\_

**NOTE: THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.**

DIRECTOR OF PLANNING: \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_

Please check the appropriate box below to indicate the type of development request (Resolution No. 05-22) [SELECT ONLY ONE BOX]:

**Platting Application Fees:**

Master Plat (\$100.00 + \$15.00 Acre)<sup>1</sup>

Preliminary Plat (\$200.00 + \$15.00 Acre)<sup>1</sup>

Final Plat (\$300.00 + \$20.00 Acre)<sup>1</sup>

Replat (\$300.00 + \$20.00 Acre)<sup>1</sup>

Amending or Minor Plat (\$150.00)

Plat Reinstatement Request (\$100.00)

**Site Plan Application Fees:**

Site Plan (\$250.00 + \$20.00 Acre)<sup>1</sup>

Amended Site Plan/Elevations/Landscaping Plan (\$100.00)

**Zoning Application Fees:**

Zoning Change (\$200.00 + \$15.00 Acre)<sup>1</sup>

Specific Use Permit (\$200.00 + \$15.00 Acre)<sup>1</sup>

PD Development Plans (\$200.00 + \$15.00 Acre)<sup>1</sup>

**Other Application Fees:**

Tree Removal (\$75.00)

**Notes:**

<sup>1</sup>: In determining the fee, please use the exact acreage when multiplying by the per acre amount. For requests on less than one acre, only the "base fee" is required.

## PROPERTY INFORMATION [PLEASE PRINT]

Address 1030 I 30 EAST, ROCKWALL, TX 75087

Subdivision NEWMAN CENTER ADDITION      Lot 3      Block A

General Location I30 AT 205

## ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

Current Zoning \_\_\_\_\_      Current Use \_\_\_\_\_

Proposed Zoning \_\_\_\_\_      Proposed Use \_\_\_\_\_

Acreage \_\_\_\_\_      Lots [Current] \_\_\_\_\_      Lots [Proposed] \_\_\_\_\_

**Required for Plats:** By checking the box at the left you agree to waive the statutory time limit for plat approval in accordance with Section 212.009 of the Local Government Code.

## OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

<input checked="" type="checkbox"/> Owner	MICHAEL WORRELL	<input type="checkbox"/> Applicant	
Contact Person	MICHAEL WORRELL	Contact Person	
Address	1030 E I30	Address	
City, State & Zip	ROCKWALL, TX 75087	City, State & Zip	
Phone	+1 (214) 762-3664	Phone	
E-Mail	MW@ROCKWALLHONDA.COM	E-Mail	

## NOTARY VERIFICATION [REQUIRED]

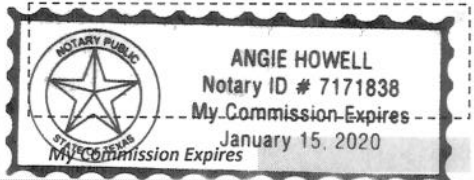
Before me, the undersigned authority, on this day personally appeared MICHAEL WORRELL [Owner/Applicant Name] the undersigned, who stated the information on this application to be true and certified the following:

"I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application; all information submitted herein is true and correct; and the application fee of \$ 0, to cover the cost of this application, has been paid to the City of Rockwall on this the 16th day of NOVEMBER, 20 18. By signing this application I agree that the City of Rockwall (i.e. "City") is authorized and permitted to provide information contained within this application to the public. The City is also authorized and permitted to reproduce any copyrighted information submitted in conjunction with this application, if such reproduction is associated or in response to a request for public information."

Given under my hand and seal of office on this the 16th day of NOVEMBER, 20 18.

Owner's/Applicant's Signature Michael Worrell

Notary Public in and for the State of Texas Angie Howell





# RECEIPT

Project Number: Z2018-043  
Job Address: 1030 E I 30  
ROCKWALL, TX 75087

Receipt Number: B82094

Printed: 9/17/2018 2:16 pm

Fee Description	Account Number	Fee Amount
ZONING	01-4280	\$ 217.28

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**Total Fees Paid:**

**\$ 217.28**

Date Paid: 9/17/2018 12:00:00AM

Paid By: MWY LLC

Pay Method: CHECK 1670

Received By: LM



## City of Rockwall Project Plan Review History



<b>Project Number</b> Z2018-043	<b>Owner</b> MICHAEL WORRELL	<b>Applied</b> 9/13/2018 LM
<b>Project Name</b> SUP for Rockwall Honda	<b>Applicant</b> MICHAEL WORRELL	<b>Approved</b>
<b>Type</b> ZONING		<b>Closed</b>
<b>Subtype</b> SUP		<b>Expired</b>
<b>Status</b> STAFF REVIEW		<b>Status</b> 11/17/2018 DG

<b>Site Address</b> 1030 E I 30	<b>City, State Zip</b> ROCKWALL, TX 75087	<b>Zoning</b>
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<b>Subdivision</b> NEWMAN CENTER 1	<b>Tract</b> 3	<b>Block</b> A	<b>Lot No</b> 3	<b>Parcel No</b> 4506-000A-0003-00-OR	<b>General Plan</b>
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Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
<b>BUILDING</b>	Russell McDowell	11/17/2018	11/20/2018				2nd Submittal - 11.16.2018
BUILDING	Russell McDowell	9/13/2018	9/20/2018	9/18/2018	5	APPROVED	
ENGINEERING	Sarah Hager	9/13/2018	9/20/2018	9/21/2018	8	APPROVED	Comments
(9/21/2018 1:37 PM SH) Any new parking adjacent to the building to be 20'x9' unless display parking. Display parking will need a curb along the fire lane with a gap and striping. Engineering plans will be required and approved prior to construction.							
<b>ENGINEERING</b>	Sarah Hager	11/17/2018	11/20/2018	11/21/2018	4	COMMENTS	2nd Submittal - 11.16.2018
(11/21/2018 9:06 AM SH) - Label the TxDOT ROW line. - Show/Label the 20' water line easement behind the TxDOT ROW line. No structures or overhangs in easements.							
<b>FIRE</b>	Ariana Hargrove	11/17/2018	11/20/2018				2nd Submittal - 11.16.2018
FIRE	Ariana Hargrove	9/13/2018	9/20/2018	9/20/2018	7	APPROVED	
PLANNING	David Gonzales	9/13/2018	9/20/2018	9/20/2018	7	COMMENTS	See comments

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
						<p>Hold a public hearing to discuss and consider a request by Michael Worrell of Rockwall Honda for the approval of an amendment to SUP No. S-76 (Ordinance No. 10-26) to allow changes to be made to an existing Motorcycle Dealership with Accessory Boat and Trailer Sales being a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, and take any action necessary.</p> <p>PLANNING COMMENTS - DAVID GONZALES - 08.21.2018</p> <p>All staff comments are to be addressed and resubmitted by Tuesday, September 4, 2018. Please provide two (2) large copies [FOLDED] and one PDF version for a subsequent review by staff:</p> <p>Planning Department General Comments to be addressed/acknowledge are as follows:</p> <ul style="list-style-type: none"> <li>• On all future submittals please include the Case Number (Z2018-043) on the lower right hand corner.</li> <li>• When provided, please review the SUP Draft Ordinance prior to the Planning &amp; Zoning public hearing scheduled for October 9, 2018 and return with red lined corrections and/or additions you feel may be necessary for staff review.</li> <li>• A Landscape Plan may be required to indicate the total landscaping of the site should the SUP be approved.</li> </ul> <p>** Planning Staff additional comments to be considered by the P&amp;Z and City Council as conditions of approval:</p> <ol style="list-style-type: none"> <li>1. Approval of an SUP is required for three (3) additional canopy shade structures as depicted on the concept plan.</li> <li>2. Approval of the SUP is required for the removal of the landscaped area and converting to a parking area for display of motorcycles and/or boats. This area shall meet the city's standards for parking lots.</li> <li>3. Adherence to all Engineering and Fire Department standards shall be required.</li> </ol> <p>*** Operational Conditions:</p> <ol style="list-style-type: none"> <li>1. The outside display of motorcycles and boats shall be limited to the areas striped on the concrete surface as non-parking areas and as depicted in Exhibit 'B' of this ordinance, which shall be incorporated herein by reference.</li> <li>2. All outside display areas must be paved to city standards.</li> <li>3. Submittal and approval of civil engineering plans required for additional paving.</li> <li>4. Must maintain a minimum 10-ft landscape buffer at front property line along IH-30.</li> <li>5. The outside storage of vehicles, equipment, parts and/or inventory shall be prohibited.</li> <li>6. All work shall be performed within an enclosed building.</li> </ol>


Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
<p>7. All vehicle display areas must meet the landscape standards for parking areas as defined in Section 5.9, Parking Lot Landscaping, of the Unified Development Code (UDC).</p> <p>8. The installation of canopy shade structures for this site shall be allowed only in the areas as depicted in Exhibit 'B' of this ordinance. All canopy shade structures shall be comparable in materials, color, and size.</p> <p>The following are scheduled meeting dates that you and/or your representative(s) should attend regarding the SUP request. If you have any questions regarding this case, please feel free to contact David Gonzales, AICP with the Planning Department at 972-771-7745.</p> <p>*** Meeting Dates to Attend ***</p> <p>Planning - Work Session: September 25, 2018 (6:00 p.m.) [applicant to present case to P&amp;Z for discussion]</p> <p>Planning - Public Hearing: October 9, 2018 (6:00 p.m.) [P&amp;Z to take action (i.e. approve, approve with conditions, or deny, etc.)]</p> <p>City Council - Public Hearing: October 15, 2018 (6:00 p.m.) [1st Reading of SUP Ordinance]</p> <p>City Council - Consent/Action Item: November 5, 2018 (6:00 p.m.) [2nd Reading of PD Ordinance (if approved at 1st reading)]</p>						
PLANNING	David Gonzales	11/17/2018	11/20/2018	11/19/2018	2	COMMENTS
2nd Submittal - 11.16.2018						

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
						Hold a public hearing to discuss and consider a request by Michael Worrell of Rockwall Honda for the approval of an amendment to SUP No. S-76 (Ordinance No. 10-26) to allow changes to be made to an existing Motorcycle Dealership with Accessory Boat and Trailer Sales being a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, and take any action necessary.
						PLANNING COMMENTS - DAVID GONZALES - 11.19.2018 -- 2nd SUP Submittal
						All staff comments are to be addressed and resubmitted by Tuesday, December 4, 2018. Please provide two (2) large copies [FOLDED] and one PDF version for a subsequent review by staff:
						Planning Department General Comments to be addressed/acknowledge are as follows:
						<ul style="list-style-type: none"> <li>• On all future submittals please include the Case Number (Z2018-043) on the lower right hand corner.</li> <li>• When provided, please review the SUP Draft Ordinance prior to the Planning &amp; Zoning public hearing scheduled for December 11, 2018 and return with red lined corrections and/or additions you feel may be necessary for staff review.</li> </ul>
						** Planning Staff additional comments to be considered by the P&Z and City Council as conditions of approval:
						1. Approval of an SUP is required for three (3) additional canopy shade structures. Please provide where the shade structures are to be located on the concept plan.
						2. Provide a meandering landscape edging within the landscape buffer area on the concept plan.
						3. Increase font sizes on concept plan for all labels.
						4. Delineate and label the IH-30 right-of-way, all easements, and 10-ft landscape buffer.
						5. Provide property line at entrance to property.
						6. Label display areas on concept plan.
						7. Adherence to all Engineering and Fire Department standards shall be required.
						*** Operational Conditions:
						1. The outside display of motorcycles and boats shall be limited to the areas depicted in Exhibit 'B' of this ordinance. The display areas may be constructed of decomposed granite and shall not be used for public parking spaces.
						2. The sale of used boats and trailers is prohibited.
						3. The subject property shall maintain a minimum of 15% landscaped area including ten (10) foot landscape buffer along the front of the subject property adjacent to IH-30. In addition, the outside display areas may be counted against the 15% if they are constructed with decomposed granite of a similar hardscape material and

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
incorporate potted trees and shrubs to soften the impact of the areas.						
4. The outside storage of equipment, parts and/or inventory is prohibited.						
5. All work shall be performed within an enclosed building.						
6. The installation of canopy/shade structures for this site shall be allowed only in the areas depicted in Exhibit 'B' & Exhibit 'C' of this ordinance. All canopy/shade structures shall be comparable in materials, color, and size.						
The following are scheduled meeting dates that you and/or your representative(s) should attend regarding the SUP request. If you have any questions regarding this case, please feel free to contact David Gonzales, AICP with the Planning Department at 972-771-7745.						
*** Meeting Dates to Attend ***						
Planning - Work Session: November 27, 2018 (6:00 p.m.) [applicant to present case to P&Z for discussion]						
Planning - Public Hearing: December 11, 2018 (6:00 p.m.) [P&Z to take action (i.e. approve, approve with conditions, or deny, etc.)]						
City Council - Public Hearing: December 17, 2018 (6:00 p.m.) [1st Reading of SUP Ordinance]						
City Council - Consent/Action Item: January 7, 2019 (6:00 p.m.) [2nd Reading of SUP Ordinance (if approved at 1st reading)]						



0 30 60 120 180 240 Feet

Z2018-043 - SUP FOR ROCKWALL HONDA  
ZONING - LOCATION MAP = 

GR

C

INTERSTATE 30

INTERSTATE 30

INTERSTATE 30

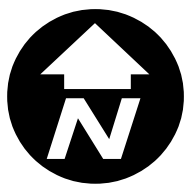
INTERSTATE 30



# City of Rockwall

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

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



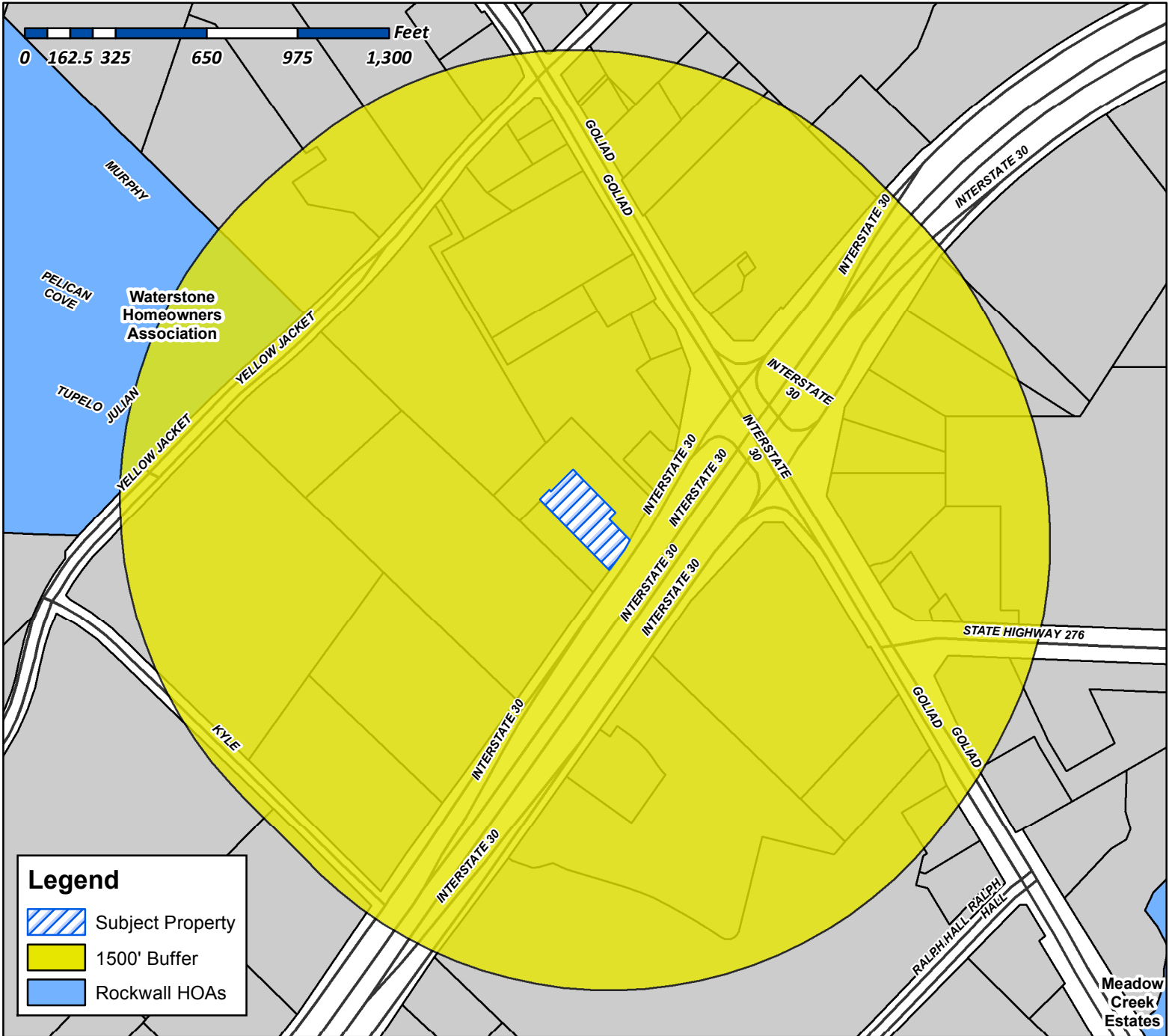







# City of Rockwall

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385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
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**Legend**

-  Subject Property
-  1500' Buffer
-  Rockwall HOAs

**Case Number:** Z2018-043  
**Case Name:** SUP for Honda Rockwall  
**Case Type:** Zoning  
**Zoning:** Commercial (C) District  
**Case Address:** 1030 E. IH-30

**Date Created:** 9/18/2018  
 For Questions on this Case Call (972) 771-7745

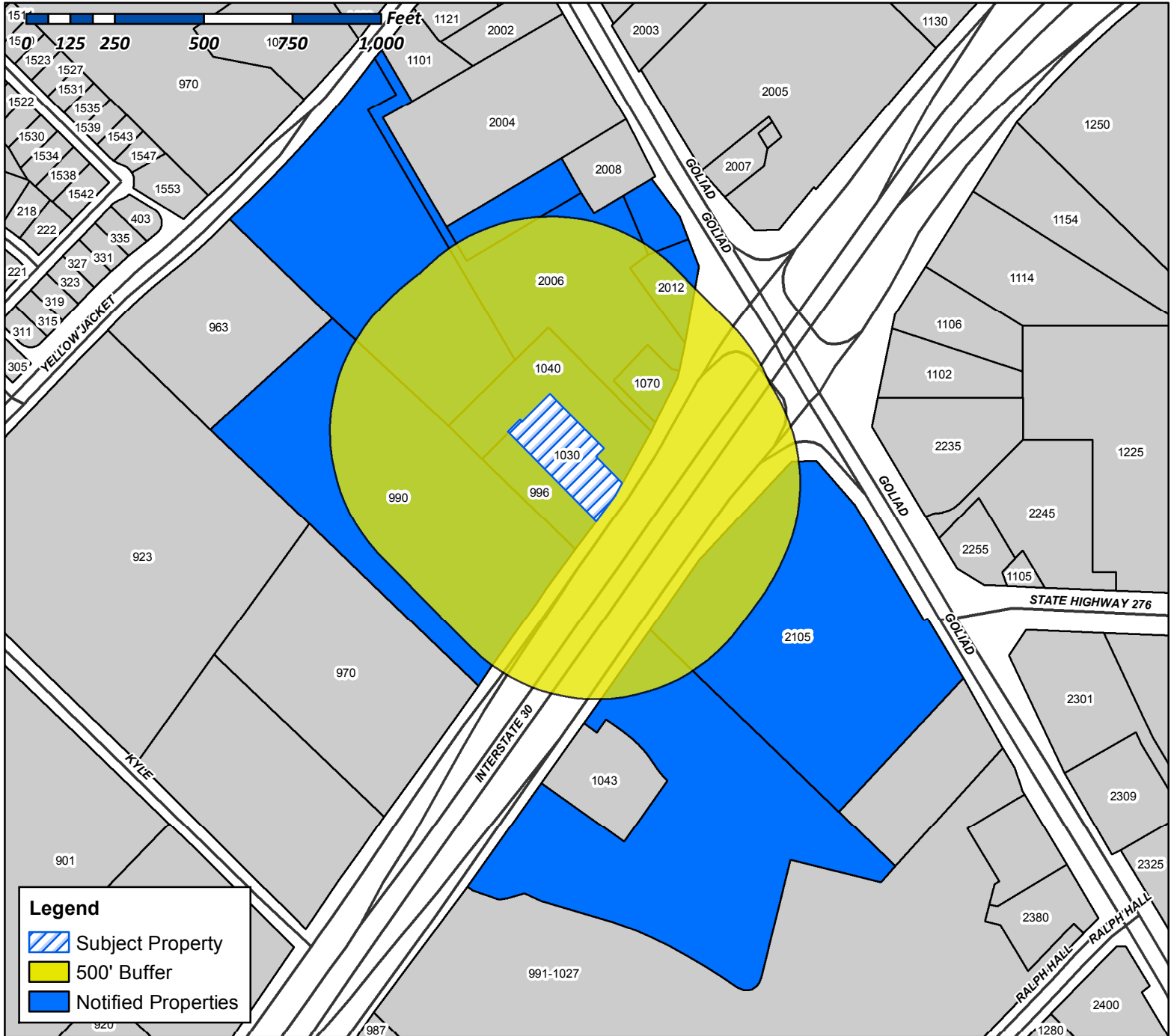




# City of Rockwall

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

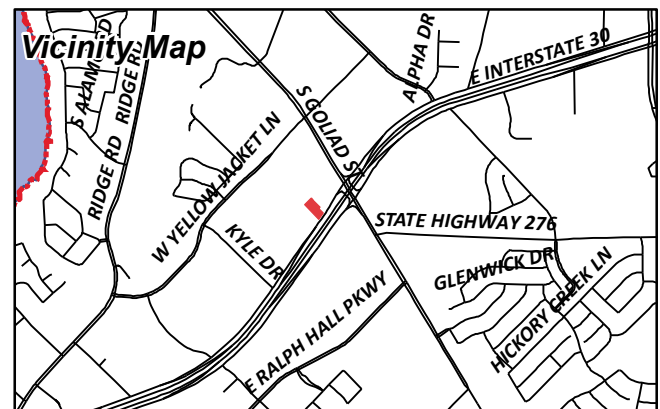
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**Case Number:** Z2018-043  
**Case Name:** SUP for Rockwall Honda  
**Case Type:** Zoning  
**Zoning:** Commercial (C) District  
**Case Address:** 1030 E. IH-30

**Date Created:** 09/14/2018

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



CURRENT RESIDENT  
1030 E I30  
ROCKWALL, TX 75087

ROCKWALL HONDA REAL ESTATE LP  
1030 E INTERSTATE 30  
ROCKWALL, TX 75087

CURRENT RESIDENT  
1040 E I30  
ROCKWALL, TX 75087

CURRENT RESIDENT  
1070 I30  
ROCKWALL, TX 75087

ROCKWALL CENTRAL SHOP/CNTR JV  
16475 DALLAS PKWY STE 800  
ADDISON, TX 75001

EXCEL ROCKWALL LLC  
17140 BERNARDO CENTER DR STE 300  
SAN DIEGO, CA 92128

CURRENT RESIDENT  
2006 S GOLIAD  
ROCKWALL, TX 75087

CURRENT RESIDENT  
2012 S GOLIAD  
ROCKWALL, TX 75087

CURRENT RESIDENT  
2105 S GOLIAD  
ROCKWALL, TX 75087

HPT TA PROPERTIES TR  
24601 CENTER RIDGE RD STE 200  
WESTLAKE, OH 44145

I30 AT 205 LLC  
2600 E SOUTHLAKE BLVD STE 120-371  
SOUTHLAKE, TX 76092

ALBRITTON JOHN A  
3200 N TOWN EAST BLVD  
MESQUITE, TX 75150

ROCK HOB LP  
3305 BUCHANAN ST  
WICHITA FALLS, TX 76308

QUIKTRIP CORPORATION  
4705 SOUTH 129TH EAST AVE  
TULSA, OK 74174

ROCKWALL LAND COMPANY LTD  
800 GESSNER RD STE 500  
HOUSTON, TX 77024

CURRENT RESIDENT  
990 I30  
ROCKWALL, TX 75087

JAGH HOTELS LP  
996 EAST INTERSTATE 30  
ROCKWALL, TX 75087



September 11, 2018

City of Rockwall  
Planning and Zoning Division  
Attn: David Gonzales  
385 S Goliad Street  
Rockwall, TX 75087

David,

This letter serves as our written statement pertaining to the request to amend our MW Inc. dba Rockwall Honda SUP.

I have attached the City of Rockwall "Exhibit A" and the City of Rockwall Ordinance associated with our SUP. As previously discussed, we are requesting to amend our current SUP to include a concreted area for parking and display indicated in purple on "Exhibit B". Our original plans when we built the building did have this area as being additional parking, but funds were not available at that time to complete that project. Most of this area will become additional parking and display for our units. Furthermore, the additional parking will add value to this property. With this addition we are still in compliance of the landscape requirement. It is to our understanding, per our conversation with you, that the current parking space dimensions of 9' x 20' are required. We are requesting that these dimensions be amended to mirror the dimensions of our current parking spaces which are 9' x 18'.

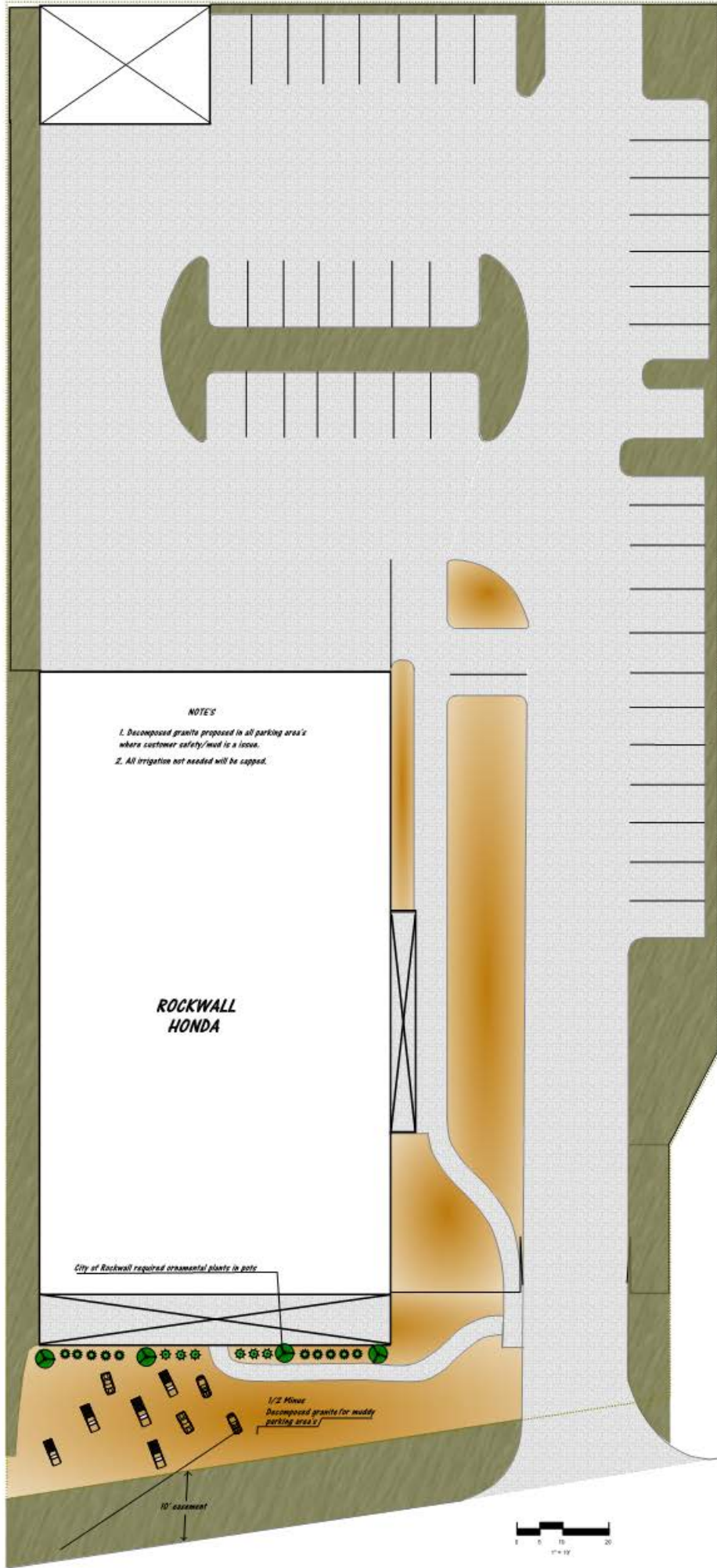
Attached is "Exhibit C" showing the USA Shade/VPS cantilever canopy over the concreted area for covered parking and display. So as to stay uniform with our prior covered area we will be staying with the same vendor. This would provide our customer base with a more comfortable buying experience as well as add value to the property and its appearance along the I-30 Corridor.

In addition, we are proposing a concrete variance as represented in orange on Exhibit "D". This concrete would provide a more sleek appearance in front of the building. The current grass/mud is not currently presenting our dealership, nor the I-30 Corridor, the way that we feel it should be represented.

And finally, attached is "Exhibit E" providing landscape details of in-depth measurements of our property. It states that with the addition of the proposed concreted area, we still fulfill the 15% landscape requirement. As per our requested variance, the I-30 proposed concrete is not included in these calculations.

Michael Worrell  
MW Inc. dba Rockwall Honda





**NOTES**

1. Decomposed granite proposed in all parking areas where customer safety/mud is a issue.
2. All irrigation not needed will be capped.

**ROCKWALL  
HONDA**

*City of Rockwall required ornamental plants in pots*

*1/2 Acre  
Decomposed granite for muddy  
parking areas*

10' easement



NORTH TEXAS LUXURY LAWNLS  
4820 BOYD BLVD STE C  
ROWLETT TX 75088  
972-412-6569

**SHEET DESCRIPTION:**  
CONCEPTUAL LANDSCAPE DESIGN

**PROJECT:**  
ROCKWALL HONDA  
1030 E I 30  
ROCKWALL TX 75087

**REVISIONS:**  
None

**DATE:**  
11/10/2018

**JOB NUMBER:**  
4733

**DRAWN BY:**  
BO FREEMAN

**CHECKED BY:**  
BO FREEMAN

**SCALE:**  
1" = 10'

**SHEET:**  
1 of 1



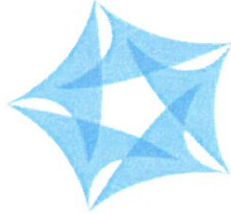


rendering

Rockwall Honda Yamaha  
con-oct-003-18 by: YH 10.04.18







**USASHADE**  
**& Fabric Structures.**

## **Rockwall Honda Yamaha Covered Parking**

**6/13/2018**

**Proposal Prepared For:**

**Rocwall Honda Yamaha**

**1030 E Interstate 30, Rocwall, TX**

AZ: 289388 CA: 989458 LA: 61718 NV:78724  
NM: 383826 TN: 68712 DIR: 1000003533



**Proposal for USA SHADE & Fabric Structures**

Project Information:				Sales Information:	
Purchaser:	Rockwall Honda Yamaha	Contact:	Tyler Rager	Sales Rep:	Andy Enright
Project Name:	Rockwall Honda Yamaha Covered Parking	Phone:		Phone:	214 477.6156
Quote No:		Email:	<a href="mailto:tr@rockwallhonda.com">tr@rockwallhonda.com</a>	Email:	<a href="mailto:andy@usa-shade.com">andy@usa-shade.com</a>
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
Rockwall Honda Yamaha		JOB SITE		1030 E Interstate 30, Rocwall, TX	
1030 E Interstate 30, Rocwall, TX		0			
		0			
		0			
Contact:	Tyler Rager	Contact:		Contact:	Tyler Rager
Phone		Phone		Phone	
Fax:	<a href="mailto:tr@rockwallhonda.com">tr@rockwallhonda.com</a>	Fax:		Fax:	<a href="mailto:tr@rockwallhonda.com">tr@rockwallhonda.com</a>
Email:		Email:		Email:	

**CORPORATE ADDRESS:**

8505 Chancellor Row  
 Dallas, TX 75247-5519

**REMITTANCE ADDRESS:**

P.O. Box 204691  
 Dallas, TX 75230-4691

**SOUTHERN CALIFORNIA:**

1085 N. Main Street, Suite C  
 Orange, CA 92867

**NORTHERN CALIFORNIA:**

927 Enterprise Way, Suite A  
 Napa, CA 94558

**ARIZONA:**

2452 W. Birchwood Ave, Suite 112  
 Mesa, AZ 85202

**LAS VEGAS:**

6225 S. Valley View Blvd., Suite I  
 Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.



### Structure Pricing

#### Structure 1

UNIT IMAGE		UNIT DETAILS		
	Unit Quantity:	1	Foundations By	USA SHADE
	Unit Type:	302_Full_Cantr_Hip_Joined	Grout Installation	Client Responsible
	Structure Size:	108'x18' - 12 Spaces	Base Attachment:	Recessed Base Plate
	Entry Height:	8'	Footing Type:	Drilled Pier
	No of Columns:	4	Anchor Bolts:	Included
	No of Fabric Tops:	3	Concrete Cutting:	Included
	Fabric Type:	Shadesure	Dirt Removal:	Included
	Fabric Color:	TBD	Surface Type:	Concrete
	Steel Finish:	Powder Coated	<b>NOTES</b> Price is full Turnkey and includes permit and p	
	Steel Color:	TBD		
Electrical Provisions:	N/A			
<b>PRICE</b>	Cable/HDW Finish:	Galvanized		
<b>\$52,821.25</b>	Concept No:			

#### Structure 2

UNIT IMAGE		UNIT DETAILS		
	Unit Quantity:	1	Foundations By	USA SHADE
	Unit Type:	Hip Fabric Replacement	Grout Installation	Client Responsible
	Structure Size:	32'x20'	Base Attachment:	Recessed Base Plate
	Entry Height:	8'	Footing Type:	Drilled Pier
	No of Columns:	6	Anchor Bolts:	Included
	No of Fabric Tops:	2	Concrete Cutting:	Included
	Fabric Type:	Shadesure	Dirt Removal:	Included
	Fabric Color:	TBD	Surface Type:	Concrete
	Steel Finish:	Powder Coated	<b>NOTES</b> Price is full Turnkey and includes permit and p	
	Steel Color:	TBD		
Electrical Provisions:	N/A			
<b>PRICE</b>	Cable/HDW Finish:			
<b>\$5,826.38</b>	Concept No:			





Accessories/Miscellaneous			
QTY	ITEM	DETAILS	COST
TOTAL FOR ACCESS/MISC ITEMS:			

PRICING TOTALS:	
Unit Total	See Above
Accessories/Miscellaneous	Included
Shipping/Handling	Included
<b>SUBTOTAL</b>	<b>See Above</b>
Sales Tax ( % )	Included
Installation	Included
<b>TOTAL PRICE</b>	<b>See Above</b>

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	50
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	50
(4) Other (specify):	
<b>NOTES:</b>	

ENGINEERING REQUIREMENTS	NOTES
Building Code	
Wind Load	
Snow Load	
Drawing Size	
No. of Sealed Drawings	
Calculations Required	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage / Certified Payroll
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Anchor Bolts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation Design & Engineering	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds



## Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

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## GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.





- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 204691, Dallas, TX 75320-4691. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.





- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
  - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
  - All steel surface finishes are warranted for one year.
  - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
    - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
  - Sewing thread is warranted for ten years.





#### General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - o the supplied structures, products, services and/or labor are not paid for in full;
  - o the structures are not assembled in strict compliance with USA SHADE specifications;
  - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - o normal wear and tear;
  - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
  - o workmanship related to assembly not provided by the Company or its agents;
  - o fabric curtains, valances, and flat vertical panels;
  - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontract 502™ is a registered trademark of Serge Ferrari North America, Inc.

[www.usa-shade.com](http://www.usa-shade.com)

800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533





16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
  - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
  - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
  
  - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
  - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
  - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.



Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

**PURCHASER:**  
Rockwall Honda Yamaha

**SELLER:**  
USA SHADE & Fabric Structures

Signature: \_\_\_\_\_

Signature: *Andy Enright*

By: (Print) \_\_\_\_\_

By: (Print) Andy Enright

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

Title: Regional Manager

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

Date: 6/13/18

**NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.**

CITY OF ROCKWALL

ORDINANCE NO. 19-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. 04-38] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO AMEND SPECIFIC USE PERMIT NO. S-76 [ORDINANCE NO. 10-26], WHICH ALLOWS FOR A MOTORCYCLE DEALERSHIP WITH ACCESSORY BOAT AND TRAILER SALES ON A 1.152-ACRE PARCEL OF LAND IDENTIFIED AS LOT 6, BLOCK A, NEWMAN CENTER #1 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, a request has been made by Michael Worrell of Rockwall Honda for the purpose of amending Specific Use Permit (SUP) No. S-76 [Ordinance No. 10-26], which allows for a *Motorcycle Dealership with Accessory Boat and Trailer Sales* on a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, located within the IH-30 Overlay (IH-30 OV) District, and more specifically depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that Specific Use Permit (SUP) No. S-131 [Ordinance No. 15-05] and the Unified Development Code [Ordinance No. 04-38] of the City of Rockwall should be amended as follows:

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

**SECTION 1.** That the enactment of this Specific Use Permit (SUP) ordinance shall supersede all requirements stipulated in *Ordinance No. 10-26*;

**SECTION 2.** That Specific Use Permit (SUP) No. S-76 [Ordinance No. 10-26] and the Unified Development Code [Ordinance No. 04-38] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant an amendment to Specific Use Permit (SUP) No. S-76 [Ordinance No. 10-26] allowing for a *Motorcycle Dealership with Accessory Boat and Trailer Sales* within a Commercial (C) District as stipulated by Article IV, *Permissible Uses*, of the Unified Development Code [Ordinance No. 04-38] on the *Subject Property*;

**SECTION 3.** That the *Subject Property* shall be developed and/or used only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance and as stipulated by Section 2.1.8, *Auto and Marine-Related Use Conditions*, of Article IV, *Permissible Uses*; Section 4.1, *General Commercial District Standards*; Section 4.5, *Commercial (C) District*, of Article V, *District Development Standards*; Section 6.6, *IH-30 Overlay (IH-30 OV) District* of the Unified Development Code [Ordinance No. 04-38] as



heretofore amended, as amended herein by granting of this zoning change, and as may be amended in the future, and shall be subject to the additional following operational conditions and compliance standards:

### 3.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of an existing *Motorcycle Dealership with Accessory Boat and Trailer Sales* on the *subject property* and conformance to these operation conditions are required for continued operations:

- 1) The outside display of motorcycles and boats shall be limited to the areas depicted in *Exhibit 'B'* of this ordinance. The display areas may be constructed of decomposed granite and shall not be used for public parking spaces.
- 2) The sale of used boats and trailers is prohibited.
- 3) The subject property shall maintain a minimum of 15% landscaped area including ten (10) foot landscape buffer along the front of the subject property adjacent to IH-30. In addition, the outside display areas may be counted against the 15% if they are constructed with decomposed granite of a similar hardscape material and incorporate potted trees and shrubs to soften the impact of the areas.
- 4) The outside storage of equipment, parts and/or inventory is prohibited.
- 5) All work shall be performed within an enclosed building.
- 6) The installation of canopy/shade structures for this site shall be allowed only in the areas depicted in *Exhibit 'B' & Exhibit 'C'* of this ordinance. All canopy/shade structures shall be comparable in materials, color, and size.
- 7) The operation of this site shall conform to all federal, state and local standards and comply with the requirements of Section 3.2, *Compliance Standards*, of this ordinance.

### 3.2 COMPLIANCE

Approval of this ordinance in accordance with Section 8.3, *Council Approval or Denial*, of Article II, *Authority and Administrative Procedures*, of the Unified Development Code (UDC) will require compliance to the following:

- 1) Should any business or establishment operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outline in the Unified Development Code (UDC), the City Council may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Section 4.4.(3) of Article IV, *Permissible Uses*, of the Unified Development Code (UDC).

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

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

**SECTION 6.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed



the sum of *TWO THOUSAND DOLLARS* (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 7.** If any section of provision of this ordinance or the application of that section or provision to any person, firm, cooperation, 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 to 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 8.** 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 7<sup>TH</sup> DAY OF JANUARY, 2019.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

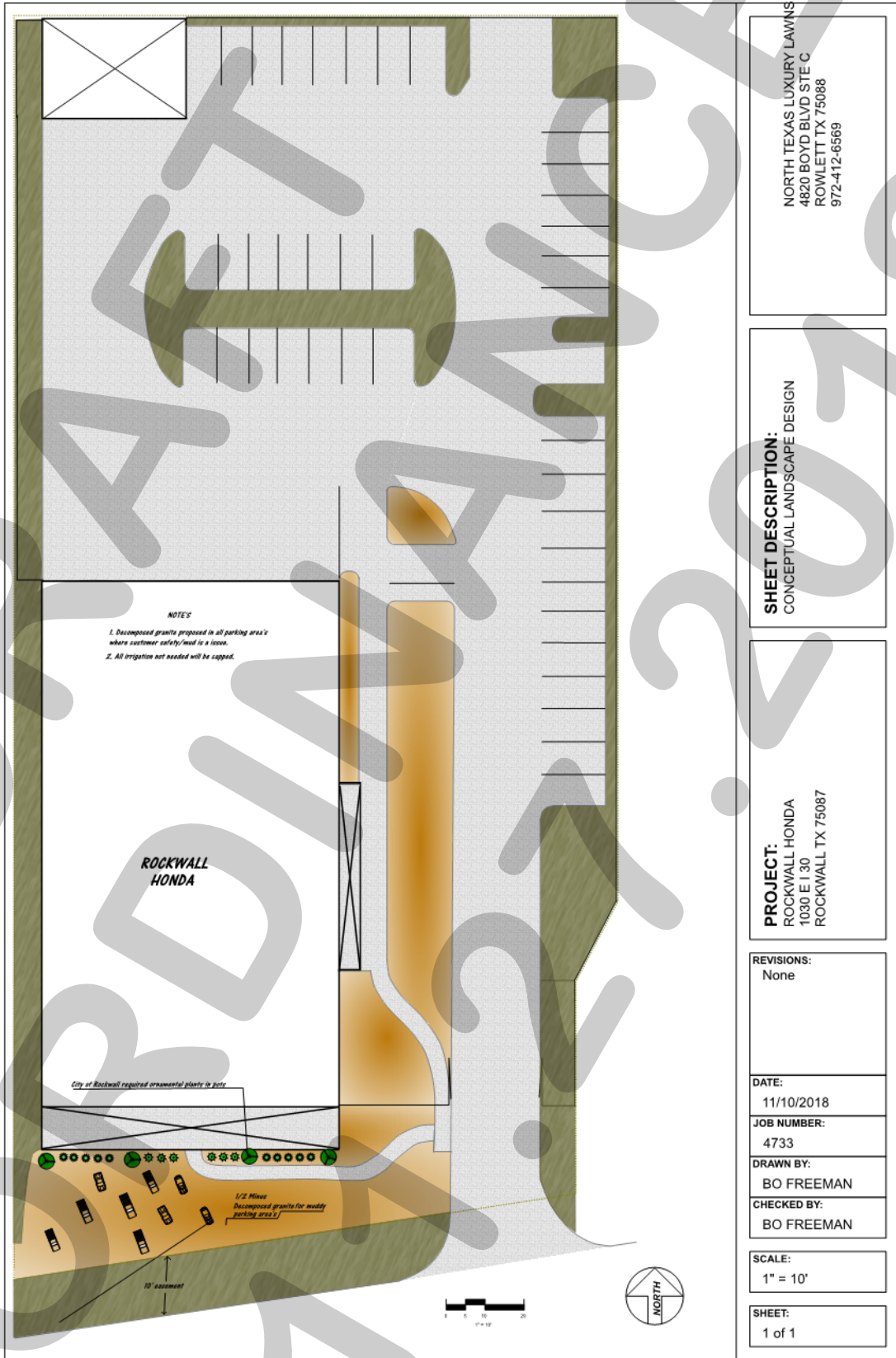
\_\_\_\_\_  
Frank J. Garza, *City Attorney*

1<sup>st</sup> Reading: December 17, 2018

2<sup>nd</sup> Reading: January 7, 2019



Exhibit 'B': Concept Plan



**NORTH TEXAS LUXURY LAWNS**  
 4820 BOYD BLVD STE C  
 ROWLETT TX 75088  
 972-412-6569

**SHEET DESCRIPTION:**  
 CONCEPTUAL LANDSCAPE DESIGN

**PROJECT:**  
 ROCKWALL HONDA  
 1030 E I 30  
 ROCKWALL TX 75087

**REVISIONS:**  
 None

**DATE:**  
 11/10/2018

**JOB NUMBER:**  
 4733

**DRAWN BY:**  
 BO FREEMAN

**CHECKED BY:**  
 BO FREEMAN

**SCALE:**  
 1" = 10'

**SHEET:**  
 1 of 1





Rockwall Honda Yamaha  
con-oct-003-18 by: YH 10.04.18

rendering

# CITY OF ROCKWALL

## PLANNING AND ZONING COMMISSION MEMO

**AGENDA DATE:** 12/11/2018

**APPLICANT:** Michael Worrell of *Rockwall Honda*

**AGENDA ITEM:** **Z2018-043**; *SUP Amendment for Rockwall Honda Motorcycle Dealership*

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**SUMMARY:**

Hold a public hearing to discuss and consider a request by Michael Worrell of Rockwall Honda for the approval of an amendment to SUP No. S-76 (Ordinance No. 10-26) to allow changes to be made to an existing Motorcycle Dealership with Accessory Boat and Trailer Sales being a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, and take any action necessary.

**BACKGROUND:**

As you may recall, the applicant, Michael Worrell of Rockwall Honda had requested the approval of an amendment to SUP No. S-76 [*Ordinance No. 10-26*] for the purpose of allowing the addition of three (3) canopy shade structures on the site. On October 9, 2018, a motion was approved by the Planning and Zoning Commission to continue the public hearing to the October 30, 2018 meeting for the purpose of allowing the applicant time to address issues raised by the Planning and Zoning Commission and staff concerning the landscape buffer along IH-30 and the display area. With the necessary exhibits not being prepared and returned to staff in time for the scheduled public hearing on October 30, 2018, the applicant did not have the ability to request an additional postponement, as this would have exceeded the 30 day time limitation from the first public hearing date (*i.e. October 9, 2018*). With that being said, on October 30, 2018, the Planning and Zoning Commission unanimously approved a motion to accept the applicant's request to withdraw the case due to the applicants need for additional time to provide staff with the necessary exhibits for those concerns that had been raised regarding the landscape buffer along IH-30 and the display area.

**PURPOSE AND CHARACTERISTICS OF THE REQUEST:**

The applicant, Michael Worrell of Rockwall Honda, has provided staff with the necessary exhibits and is requesting approval of an amendment to SUP No. S-76 [*Ordinance No. 10-26*] for the purpose of allowing the addition of three (3) canopy shade structures on the site. The proposed shade structures will be located on the east side of the property and provide shade for the displayed vehicles. The applicant is also requesting to provide decomposed granite with a hard edge in order to contain the material -- *along IH-30* -- for the display areas, which are located on the east and south sides of the property (*see Exhibit 'C' of the draft ordinance*). These areas are currently grass surfaces and once constructed using the decomposed granite, will provide stability for the displayed vehicles. Additionally, the applicant is requesting to allow for the display area to be expanded within the ten (10) foot landscape buffer along East IH-30. It should be known that staff has met with the applicant regarding the landscaping of this display area and Mr. Worrell has agreed to provide potted trees and plantings within the display area along IH-30. The purpose of this type of landscape scheme is due to a 16-inch water main that

runs parallel within an existing 20-ft water easement located at the property line. This solution is to mimic the use of trees and other landscaping that would normally appear within the ten (10) foot landscape buffer, and has been included as a condition of approval.

If approved, the applicant will be required to submit a site plan and building permit for the decomposed granite and canopy shade structures. Contained in the attached packet is a copy of the applicant's letter, concept plan, survey, and draft ordinance. Approval of an SUP is discretionary for the City Council.

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

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

North: Directly north of the subject property is the Value Place Hotel parking lot, which is zoned Commercial (C) District. Beyond the parking lot of the Value Place Hotel is Yellow Jacket Park, which is zoned General Retail (GR) District.

South: Directly south of the subject property is the Travel Centers of America (*i.e.* TA) and Exxon Mobil fuel center, which is located at the southwest corner of the intersection of IH-30 and SH-205. The property is zoned Commercial (C) District.

East: Directly east of the subject property is the Value Place Hotel. Beyond the Value Place Hotel is Whataburger. These properties are zoned Commercial (C) District.

West: Directly east of the subject property is Best Western Hotel. Beyond the Best Western Hotel is the Rockwall Ford Dealership. These properties are zoned Commercial (C) District.

### **NOTIFICATION:**

On November 30, 2018, staff mailed 17 notices to property owners and residents within 500-feet of the *subject property*. Staff also emailed a notice to the Waterstone Homeowner's Associations (*HOA's*), which is the only HOA located within 1,500-feet of the *subject property* participating in the notification program. Additionally, staff posted a sign on the *subject property*, and advertised the public hearings in the Rockwall Herald Banner as required by the UDC. At the time this case memo was drafted staff had not received any notices regarding the applicant's request.

### **RECOMMENDATIONS:**

If the Planning and Zoning Commission chooses to recommend approval of the applicant's request to amend SUP No. S-76 (*Ordinance No. 10-26*) to allow changes to be made for a *Motorcycle Dealership with Accessory Boat and Trailer Sales* use on the *subject property* then staff would recommend the following conditions of approval:

- 1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the SUP draft ordinance and summarized as follows:
  - a) The outside display of motorcycles and boats shall be limited to the areas depicted in *Exhibit 'B'* of this ordinance. The display areas may be constructed of decomposed granite and shall not be used for public parking spaces.



- b) The sale of used boats and trailers is prohibited.
  - c) The subject property shall maintain a minimum of 15% landscaped area including a ten (10) foot landscape buffer along the front of the subject property adjacent to IH-30. In addition, the outside display areas may be counted against the 15% if they are constructed with decomposed granite or a similar hardscape material and incorporate trees and shrubs to soften the impact of the areas.
  - d) The outside storage of equipment, parts and/or inventory is prohibited.
  - e) All work shall be performed within an enclosed building.
  - f) The installation of canopy/shade structures for this site shall be allowed only in the areas depicted in *Exhibit 'B' & Exhibit 'C'* of this ordinance. All canopy/shade structures shall be comparable in materials, color, and size.
  - g) The operation of this site shall conform to all federal, state and local standards and comply with the requirements of Section 3.2, *Compliance Standards*, of this ordinance.
- 2) The applicant shall comply with all Planning, Engineering and Fire comments prior to the approval of a site plan.
- 3) Any construction or building necessary to complete this request must conform to the requirements set forth by the UDC, the International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

0 30 60 120 180 240 Feet

Z2018-043 - SUP FOR ROCKWALL HONDA  
ZONING - LOCATION MAP = 

GR

C

INTERSTATE 30

INTERSTATE 30

INTERSTATE 30

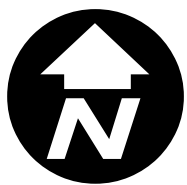
INTERSTATE 30



## City of Rockwall

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





Project Plan Review History

Revised Comments to Address/  
Acknowledge are Highlighted

Project Number Z2018-043  
 Project Name Amendment to SUP #S-76  
 Type ZONING  
 Subtype SUP  
 Status NEED REVISIONS

Owner MICHAEL WORRELL  
 Applicant MICHAEL WORRELL

Applied 9/13/2018 LM  
 Approved  
 Closed  
 Expired  
 Status 11/21/2018 RM

Site Address 1030 E I 30  
 City, State Zip ROCKWALL, TX 75087

Zoning

Subdivision	Tract	Block	Lot No	Parcel No	General Plan
NEWMAN CENTER 1	3	A	3	4506-000A-0003-00-OR	

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
BUILDING	Russell McDowell	11/17/2018	11/20/2018				2nd Submittal - 11.16.2018
BUILDING	Russell McDowell	9/13/2018	9/20/2018	9/18/2018	5	APPROVED	
ENGINEERING (9/21/2018 1:37 PM SH) Any new parking adjacent to the building to be 20'x9' unless display parking. Display parking will need a curb along the fire lane with a gap and striping. Engineering plans will be required and approved prior to construction.	Sarah Hager	9/13/2018	9/20/2018	9/21/2018	8	APPROVED	Comments
ENGINEERING (11/21/2018 9:06 AM SH) - Label the TxDOT ROW line. - Show/Label the 20' water line easement behind the TxDOT ROW line. No structures or overhangs in easements.	Sarah Hager	11/17/2018	11/20/2018	11/21/2018	4	COMMENTS	2nd Submittal - 11.16.2018
FIRE	Ariana Hargrove	9/13/2018	9/20/2018	9/20/2018	7	APPROVED	
FIRE	Ariana Hargrove	11/17/2018	11/20/2018	11/21/2018	4	APPROVED	2nd Submittal - 11.16.2018
PLANNING	David Gonzales	9/13/2018	9/20/2018	9/20/2018	7	COMMENTS	See comments



Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
<p><del>Hold a public hearing to discuss and consider a request by Michael Worrell of Rockwall Honda for the approval of an amendment to SUP No S-76 (Ordinance No. 10-26) to allow changes to be made to an existing Motorcycle Dealership with Accessory Boat and Trailer Sales being a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, and take any action necessary.</del></p> <p><del>PLANNING COMMENTS - DAVID GONZALES - 08.21.2018</del></p> <p><del>All staff comments are to be addressed and resubmitted by Tuesday September 4, 2018. Please provide two (2) large copies [FOLDED] and one PDF version for a subsequent review by staff:</del></p> <p><del>Planning Department General Comments to be addressed/acknowledge are as follows:</del></p> <ul style="list-style-type: none"> <li><del>• On all future submittals please include the Case Number (Z2018-043) on the lower right hand corner.</del></li> <li><del>• When provided, please review the SUP Draft Ordinance prior to the Planning &amp; Zoning public hearing scheduled for October 9, 2018 and return with red lined corrections and/or additions you feel may be necessary for staff review.</del></li> <li><del>• A Landscape Plan may be required to indicate the total landscaping of the site should the SUP be approved</del></li> </ul> <p><del>** Planning Staff additional comments to be considered by the P&amp;Z and City Council as conditions of approval:</del></p> <ol style="list-style-type: none"> <li><del>1. Approval of an SUP is required for three (3) additional canopy shade structures as depicted on the concept plan.</del></li> <li><del>2. Approval of the SUP is required for the removal of the landscaped area and converting to a parking area for display of motorcycles and/or boats. This area shall meet the city's standards for parking lots.</del></li> <li><del>3. Adherence to all Engineering and Fire Department standards shall be required</del></li> </ol> <p><del>*** Operational Conditions:</del></p> <ol style="list-style-type: none"> <li><del>1. The outside display of motorcycles and boats shall be limited to the areas striped on the concrete surface as non parking areas and as depicted in Exhibit 'B' of this ordinance, which shall be incorporated herein by reference</del></li> <li><del>2. All outside display areas must be paved to city standards</del></li> <li><del>3. Submittal and approval of civil engineering plans required for additional paving</del></li> <li><del>4. Must maintain a minimum 10-ft landscape buffer at front property line along IH30.</del></li> <li><del>5. The outside storage of vehicles, equipment, parts and/or inventory shall be prohibited</del></li> <li><del>6. All work shall be performed within an enclosed building.</del></li> </ol>						

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
<p>7. All vehicle display areas must meet the landscape standards for parking areas as defined in Section 5.9, Parking Lot Landscaping, of the Unified Development Code (UDC).</p> <p>8. The installation of canopy shade structures for this site shall be allowed only in the areas as depicted in Exhibit 'B' of this ordinance. All canopy shade structures shall be comparable in materials, color, and size.</p> <p>The following are scheduled meeting dates that you and/or your representative(s) should attend regarding the SUP request. If you have any questions regarding this case, please feel free to contact David Gonzales, AICP with the Planning Department at 972-771-7745.</p> <p>*** Meeting Dates to Attend ***</p> <p>Planning - Work Session: September 25, 2018 (6:00 p.m.) [applicant to present case to P&amp;Z for discussion]</p> <p>Planning - Public Hearing: October 9, 2018 (6:00 p.m.) [P&amp;Z to take action (i.e. approve, approve with conditions, or deny, etc.)]</p> <p>City Council - Public Hearing: October 15, 2018 (6:00 p.m.) [1st Reading of SUP Ordinance]</p> <p>City Council - Consent/Action Item: November 5, 2018 (6:00 p.m.) [2nd Reading of PD Ordinance (if approved at 1st reading)]</p>						
PLANNING	David Gonzales	11/17/2018	11/20/2018	11/19/2018	2 COMMENTS	2nd Submittal - 11.16.2018

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
						<p>Hold a public hearing to discuss and consider a request by Michael Worrell of Rockwall Honda for the approval of an amendment to SUP No S-76 (Ordinance No. 10-26) to allow changes to be made to an existing Motorcycle Dealership with Accessory Boat and Trailer Sales being a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, and take any action necessary.</p> <p>PLANNING COMMENTS - DAVID GONZALES - 11.19.2018 -- 2nd SUP Submittal</p> <p>All staff comments are to be addressed and resubmitted by Tuesday December 4, 2018. Please provide two (2) large copies [FOLDED] and one PDF version for a subsequent review by staff:</p> <p>Planning Department General Comments to be addressed/acknowledge are as follows:</p> <ul style="list-style-type: none"> <li>• On all future submittals please include the Case Number (Z2018-043) on the lower right hand corner.</li> <li>• When provided, please review the SUP Draft Ordinance prior to the Planning &amp; Zoning public hearing scheduled for December 11, 2018 and return with red lined corrections and/or additions you feel may be necessary for staff review.</li> </ul> <p>** Planning Staff additional comments to be considered by the P&amp;Z and City Council as conditions of approval:</p> <ol style="list-style-type: none"> <li>1. Approval of an SUP is required for three (3) additional canopy shade structures. Please provide where the shade structures are to be located on the concept plan</li> <li>2. Provide a meandering landscape edging within the landscape buffer area on the concept plan</li> <li>3. Increase font sizes on concept plan for all labels</li> <li>4. Delineate and label the IH-30 right-of-way, all easements, and 10-ft landscape buffer.</li> <li>5. Provide property line at entrance to property.</li> <li>6. Label display areas on concept plan.</li> <li>7. Adherence to all Engineering and Fire Department standards shall be required</li> </ol> <p>*** Operational Conditions:</p> <ol style="list-style-type: none"> <li>1. The outside display of motorcycles and boats shall be limited to the areas depicted in Exhibit 'B' of this ordinance. The display areas may be constructed of decomposed granite and shall not be used for public parking spaces.</li> <li>2. The sale of used boats and trailers is prohibited</li> <li>3. The subject property shall maintain a minimum of 15% landscaped area including ten (10) foot landscape buffer along the front of the subject property adjacent to IH-30. In addition, the outside display areas may be counted against the 15% if they are constructed with decomposed granite of a similar hardscape material and</li> </ol>



Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
incorporate potted trees and shrubs to soften the impact of the areas						
4. The outside storage of equipment, parts and/or inventory is prohibited						
5. All work shall be performed within an enclosed building.						
6. The installation of canopy/shade structures for this site shall be allowed only in the areas depicted in Exhibit 'B' & Exhibit 'C' of this ordinance. All canopy/shade structures shall be comparable in materials, color, and size.						
The following are scheduled meeting dates that you and/or your representative(s) should attend regarding the SUP request. If you have any questions regarding this case, please feel free to contact David Gonzales, AICP with the Planning Department at 972-771-7745.						
*** Meeting Dates to Attend***						
Planning - Work Session: November 27, 2018 (6:00 p.m.) [applicant to present case to P&Z for discussion]						
Planning - Public Hearing: December 11, 2018 (6:00 p.m.) [P&Z to take action (i.e. approve, approve with conditions, or deny, etc.)]						
City Council - Public Hearing: December 17, 2018 (6:00 p.m.) [1st Reading of SUP Ordinance]						
City Council - Consent/Action Item: January 7, 2019 (6:00 p.m.) [2nd Reading of SUP Ordinance (if approved at 1st reading)]						
PLANNING	David Gonzales	12/7/2018	12/14/2018	12/7/2018	COMMENTS	2nd Submittal - 12.07.2018

Comments on next page.

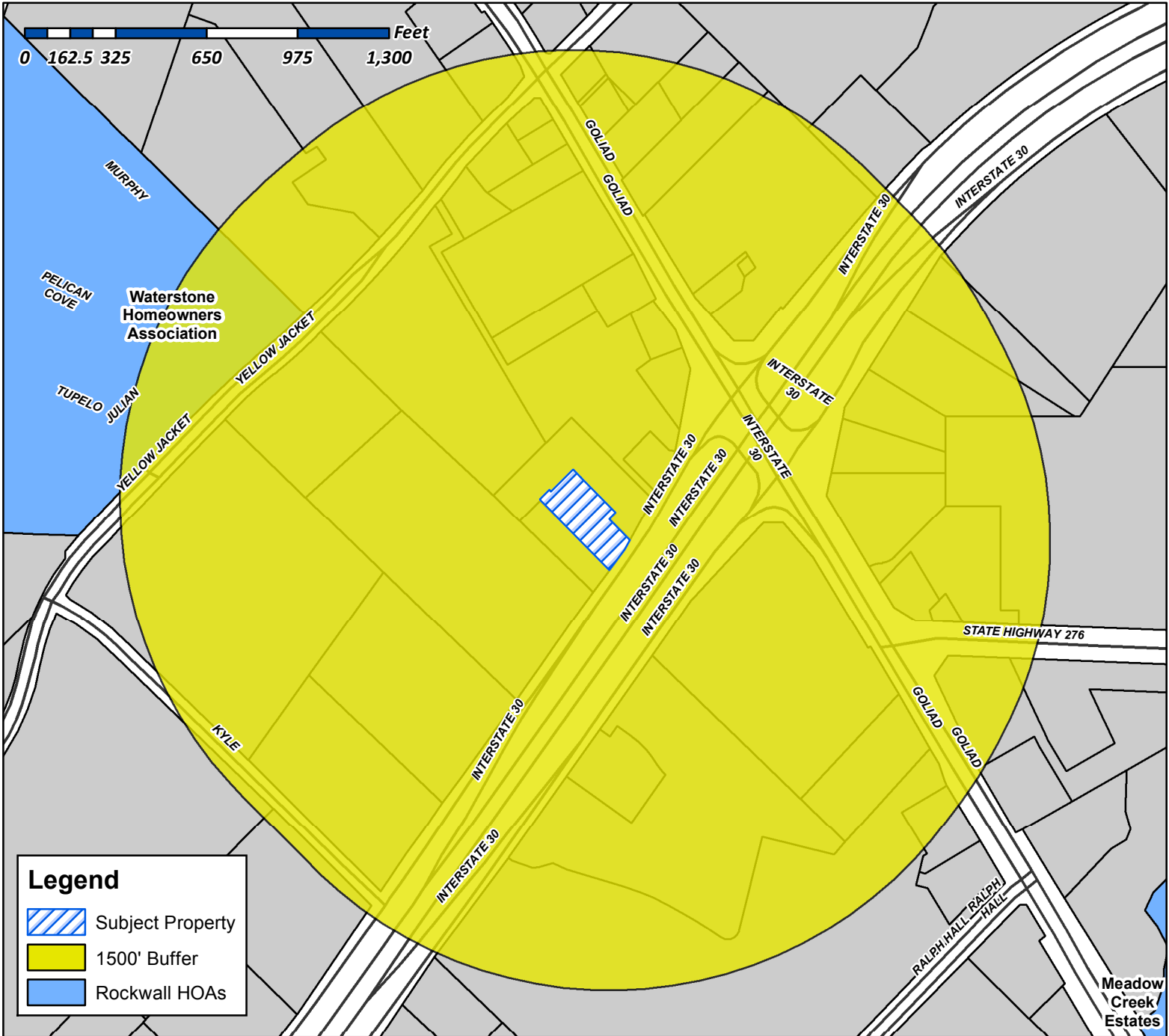
Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
PLANNING COMMENTS - DAVID GONZALES - 12.07.2018 -- 2nd SUP Submittal						
All staff comments are to be addressed and resubmitted by Tuesday December 20, 2018. Please provide two (2) large copies [FOLDED] and one PDF version for a subsequent review by staff:						
Planning Department General Comments to acknowledge:						
1. Approval of an SUP is required for three(3) additional canopy shade structures requested and for the adjustments made to the display areas(i.e. decomposed granite, extended area) as outlined in the draft ordinance.						
2. Adherence to all Engineering and Fire Department standards shall be required						
The following are scheduled meeting dates that you and/or your representative(s) are required to attend regarding the SUP request. If you have any questions regarding this case, please feel free to contact David Gonzales, AICP with the Planning Department at 972-771-7745.						
*** Meeting Dates to Attend***						
Planning - Public Hearing: December 11, 2018 (6:00 p.m.) [P&Z to take action (i.e. approve, approve with conditions, or deny, etc.)]						
City Council - Public Hearing: December 17, 2018 (6:00 p.m.) [1st Reading of SUP Ordinance]						
City Council - Consent/Action Item: January 7, 2019 (6:00 p.m.) [2nd Reading of SUP Ordinance (if approved at 1st reading)]						



# City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(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.



**Case Number:** Z2018-043  
**Case Name:** SUP for Honda Rockwall  
**Case Type:** Zoning  
**Zoning:** Commercial (C) District  
**Case Address:** 1030 E. IH-30

**Date Created:** 9/18/2018

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





## Gonzales, David

---

**From:** Morales, Laura  
**Sent:** Friday, November 30, 2018 11:27 AM  
**To:** [REDACTED]  
**Cc:** Miller, Ryan; Gonzales, David; Brooks, Korey; Madubuike, Daniella  
**Subject:** Neighborhood Notification Program: Notice of zoning request  
**Attachments:** HOA Map (09.18.2018).pdf

To whom it may concern:

Per your participation in the Neighborhood Notification Program, you are receiving this notification to inform your organization and residents of a request for a zoning change that lies within 1,500 feet of the boundaries of your neighborhood or subdivision. As the primary contact for the organization, you are encouraged to share this information with the residents of your subdivision. Please find attached a map detailing the location of the subject property requesting the zoning change in relation to your subdivision boundaries. Additionally, below is a summary of the zoning request that was published in the Rockwall Herald Banner **November 30, 2018**. The Planning and Zoning Commission will hold a public hearing on **Tuesday 12/11/2018 at 6:00 p.m.**, and the City Council will hold a public hearing on **Monday, 12/17/2018 at 6:00 p.m.** These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street. If you have any questions or comments regarding this request, the contact information for the Planning Department is listed below. Additional information can also be found at

<https://sites.google.com/site/rockwallplanning/development/development-cases>

**Z2018-043- Hold a public hearing to discuss and consider a request by Michael Worrell of Rockwall Honda for the approval of an amendment to SUP No. S-76 (Ordinance No. 10-26) to allow changes to be made to an existing Motorcycle Dealership with Accessory Boat and Trailer Sales being a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, and take any action necessary.**

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

Sincerely,

*Laura Morales*

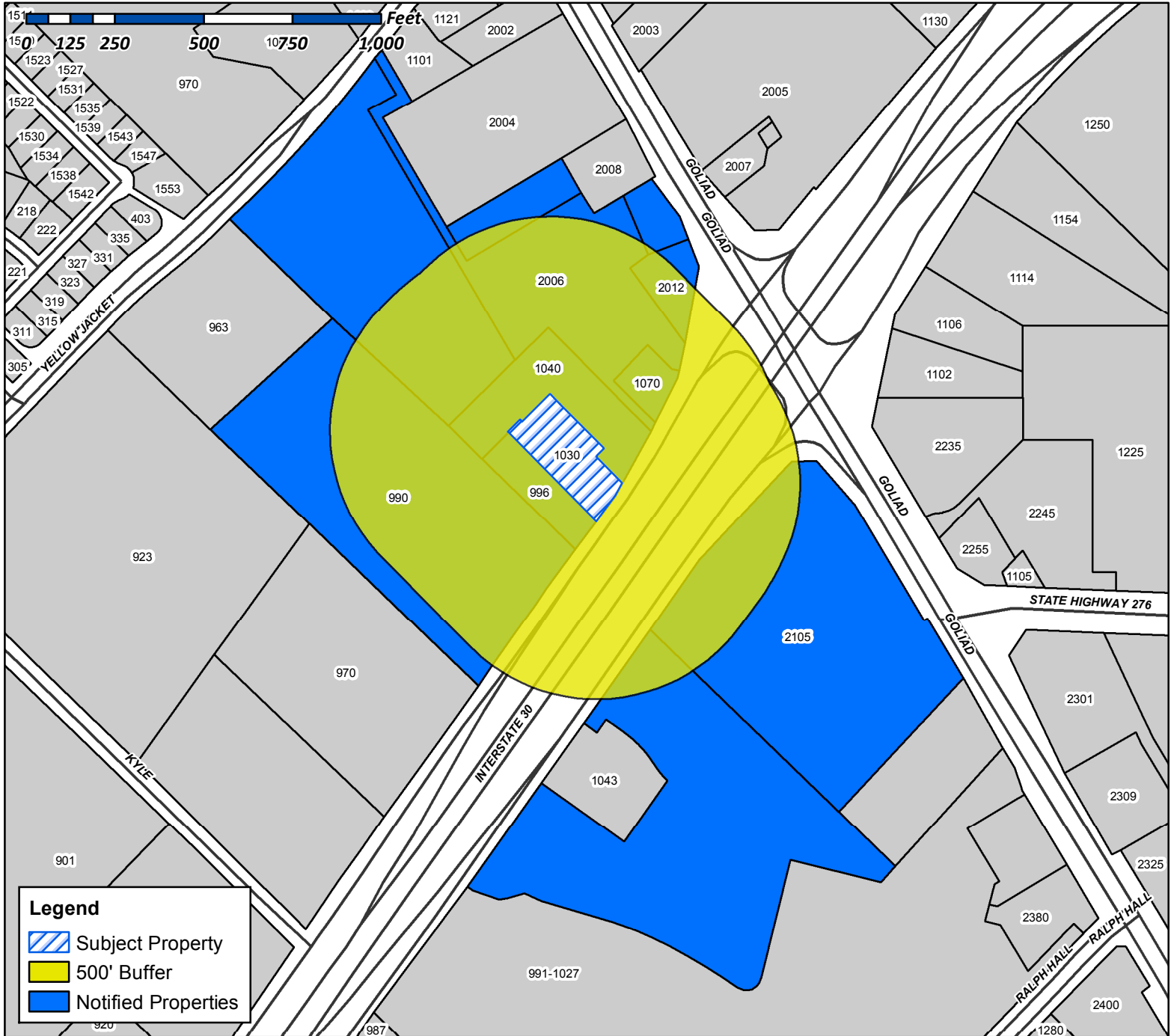
Planning & Zoning Coordinator  
City of Rockwall Planning & Zoning Department  
972-771-7745 | 972-772-6438  
[Lmorales@rockwall.com](mailto:Lmorales@rockwall.com) | <http://www.rockwall.com/planning/>



# City of Rockwall

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

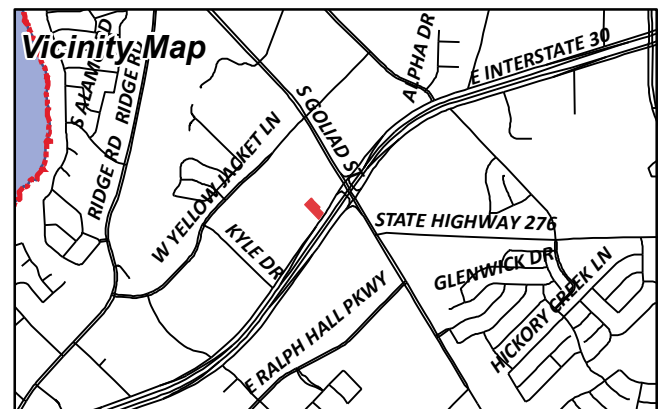
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**Case Number:** Z2018-043  
**Case Name:** SUP for Rockwall Honda  
**Case Type:** Zoning  
**Zoning:** Commercial (C) District  
**Case Address:** 1030 E. IH-30

**Date Created:** 09/14/2018

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





# NOTICE OF PUBLIC HEARING

## CITY OF ROCKWALL, PLANNING & ZONING DEPARTMENT

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

To Whom It May Concern:

You are hereby notified that the City of Rockwall Planning and Zoning Commission and City Council will consider the following application:

**Case No. Z2018-043: Amendment to SUP #S-76**

*Hold a public hearing to discuss and consider a request by Michael Worrell of Rockwall Honda for the approval of an amendment to SUP No. S-76 (Ordinance No. 10-26) to allow changes to be made to an existing Motorcycle Dealership with Accessory Boat and Trailer Sales being a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, and take any action necessary.*

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on **Tuesday, 12/11/2018 at 6:00 p.m.**, and the City Council will hold a public hearing on **Monday, 12/17/2018 at 6:00 p.m.** These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

As an interested property owner, you are invited to attend these meetings. If you prefer to express your thoughts in writing please return the form to:

**David Gonzales**  
**Rockwall Planning and Zoning Dept.**  
**385 S. Goliad Street**  
**Rockwall, TX 75087**

You may also email your comments to the Planning Department at [planning@rockwall.com](mailto:planning@rockwall.com). If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by **12/17/2018** to ensure they are included in the information provided to the City Council.

Sincerely,

**Ryan Miller, AICP**  
Director of Planning & Zoning

MORE INFORMATION ON THIS CASE CAN BE FOUND ON THE CITY'S WEBSITE: [HTTPS://SITES.GOOGLE.COM/SITE/ROCKWALLPLANNING/DEVELOPMENT-CASES](https://sites.google.com/site/rockwallplanning/development-cases)

PLEASE RETURN THE BELOW FORM

**Case No. Z2018-043: Amendment to SUP #S-76**

Please place a check mark on the appropriate line below:

- I am in favor of the request for the reasons listed below.
- I am opposed to the request for the reasons listed below.

Four horizontal grey bars for providing reasons for support or opposition.

Name:

Grey bar for Name

Address:

Grey bar for Address

**Tex. Loc. Gov. Code, Sec. 211.006 (d)** If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE



CURRENT RESIDENT  
1030 E I30  
ROCKWALL, TX 75087

ROCKWALL HONDA REAL ESTATE LP  
1030 E INTERSTATE 30  
ROCKWALL, TX 75087

CURRENT RESIDENT  
1040 E I30  
ROCKWALL, TX 75087

CURRENT RESIDENT  
1070 I30  
ROCKWALL, TX 75087

ROCKWALL CENTRAL SHOP/CNTR JV  
16475 DALLAS PKWY STE 800  
ADDISON, TX 75001

EXCEL ROCKWALL LLC  
17140 BERNARDO CENTER DR STE 300  
SAN DIEGO, CA 92128

CURRENT RESIDENT  
2006 S GOLIAD  
ROCKWALL, TX 75087

CURRENT RESIDENT  
2012 S GOLIAD  
ROCKWALL, TX 75087

CURRENT RESIDENT  
2105 S GOLIAD  
ROCKWALL, TX 75087

HPT TA PROPERTIES TR  
24601 CENTER RIDGE RD STE 200  
WESTLAKE, OH 44145

I30 AT 205 LLC  
2600 E SOUTHLAKE BLVD STE 120-371  
SOUTHLAKE, TX 76092

ALBRITTON JOHN A  
3200 N TOWN EAST BLVD  
MESQUITE, TX 75150

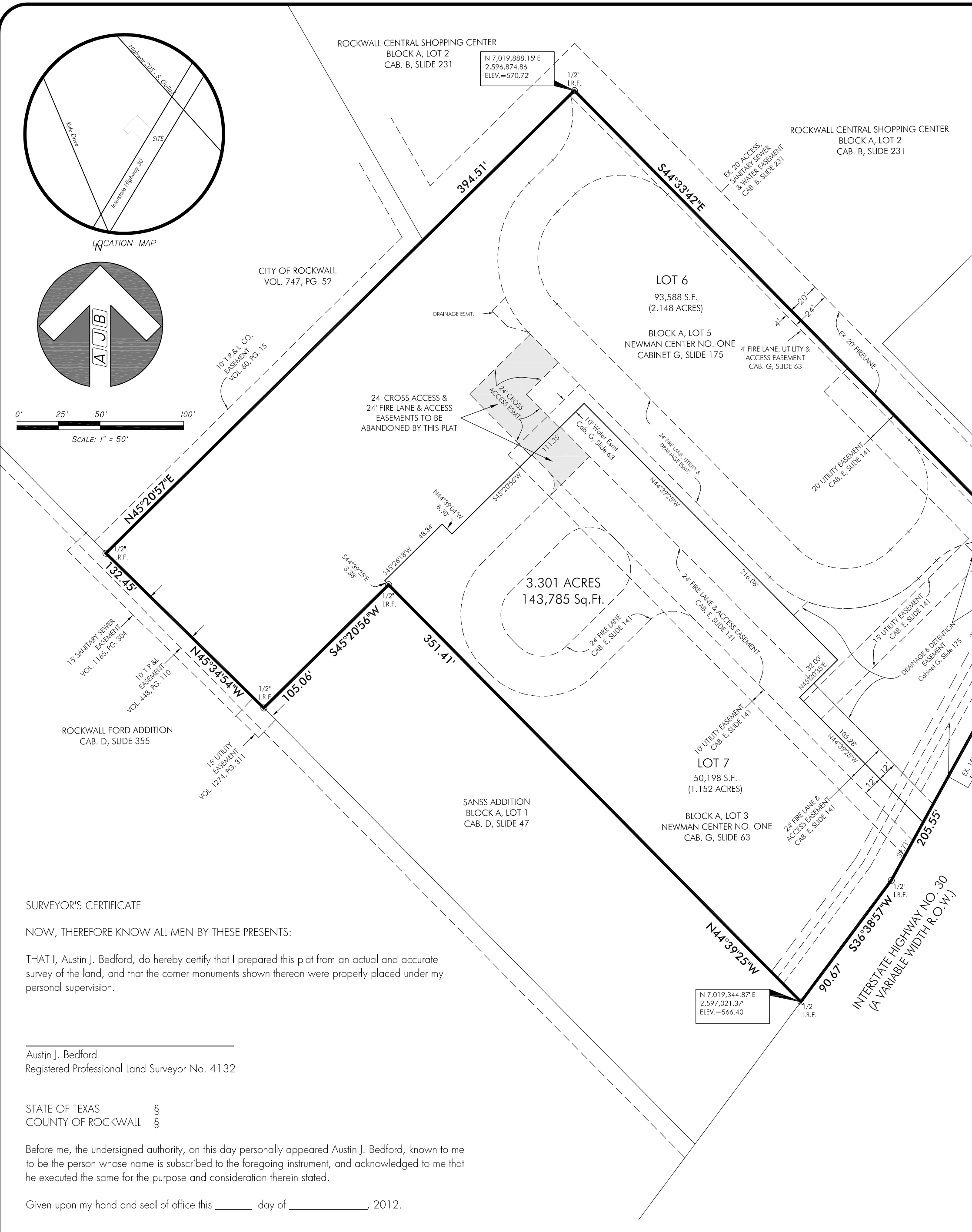
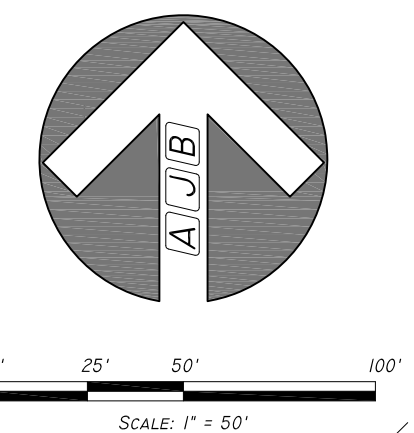
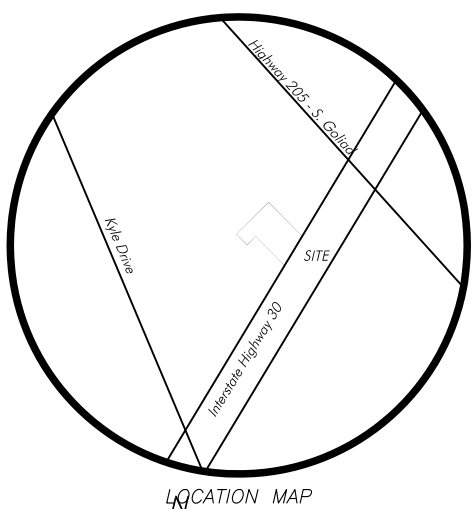
ROCK HOB LP  
3305 BUCHANAN ST  
WICHITA FALLS, TX 76308

QUIKTRIP CORPORATION  
4705 SOUTH 129TH EAST AVE  
TULSA, OK 74174

ROCKWALL LAND COMPANY LTD  
800 GESSNER RD STE 500  
HOUSTON, TX 77024

CURRENT RESIDENT  
990 I30  
ROCKWALL, TX 75087

JAGH HOTELS LP  
996 EAST INTERSTATE 30  
ROCKWALL, TX 75087



**SURVEYOR'S CERTIFICATE**

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Austin J. Bedford, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

\_\_\_\_\_  
Austin J. Bedford  
Registered Professional Land Surveyor No. 4132

STATE OF TEXAS §  
COUNTY OF ROCKWALL §

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

Given upon my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**NOTES:**

BEARINGS ARE BASED ON THE NORTHEAST LINE OF NEWMAN CENTER ADDITION RECORDED IN CABINET E, SLIDE 141 OF THE PLAT RECORDS, ROCKWALL COUNTY, TEXAS.

**FLOOD STATEMENT:** ACCORDING TO COMMUNITY PANEL NO. 48397C0040L, DATED SEPTEMBER 26, 2008 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP THIS PROPERTY IS WITHIN FLOOD ZONE "X", WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission \_\_\_\_\_ Date \_\_\_\_\_

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 \_\_\_\_\_, 2012.

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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor, City of Rockwall      \_\_\_\_\_  
City Secretary      \_\_\_\_\_  
City Engineer

NOTE: 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.

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ of Rockwall Honda Real Estate, L.P., known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Signature of Party With Mortgage or Lien Interest

**OWNERS DEDICATION**

STATE OF TEXAS §  
COUNTY OF ROCKWALL §

WHEREAS QUANA HOSPITALITY PARTNERS, LP. and ROCKWALL HONDA REAL ESTATE, L.P. being the owners of a tract of land in the County of Rockwall, State of Texas, said tract being described as follows:

BEING a 3.301 acre tract of land situated in the Joseph Cadle Survey, Abstract No. 65 in the City of Rockwall, Rockwall County, and being Lot 3 of the Newman Center Addition according to the plat recorded in Cabinet G, slide 172 of the Plat Records of Rockwall County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the east corner of said Lot 5 and being located in the northwest line of Interstate Highway No. 30 (variable width);

THENCE along said northwest line, SOUTH 28°45'45" WEST a distance of 205.55 feet to a 1/2 inch iron rod found for corner;

THENCE continuing with said north line, SOUTH 36°38'57" WEST a distance of 90.67 feet to a 1/2 inch iron rod found for the south corner of said Lot 3;

THENCE departing said northwest line, NORTH 44°39'25" WEST a distance of 351.41 feet to a 1/2 inch iron rod found for the west corner of said Lot 3;

THENCE SOUTH 45°20'56" WEST a distance of 105.06 feet to a 1/2 inch iron rod found for the westerly south corner of said Lot 5;

THENCE NORTH 45°34'54" WEST a distance of 132.45 feet to a 1/2 inch iron rod found for the west corner of said Lot 5;

THENCE NORTH 45°20'57" EAST a distance of 394.51 feet to a 1/2 inch iron rod found for the north corner of said Lot 5;

THENCE SOUTH 44°33'42" EAST a distance of 411.45 feet to the POINT OF BEGINNING;

CONTAINING 3.301 acres or 143,785 square feet of land more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS §  
COUNTY OF ROCKWALL §

WE the undersigned owners of the land shown on this plat, and designated herein as the REPLAT OF NEWMAN ADDITION, LOTS 6 & 7, BLOCK A to the City of Rockwall, Rockwall County, 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 for the purpose and consideration therein expressed. WE further certify that all other parties who have a mortgage or lien interest in the REPLAT OF NEWMAN ADDITION, LOTS 6 & 7, BLOCK A have been notified of this Replat

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. I (we) also understand the following:

- No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
- 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.
- 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.
- The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
- 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.
- 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 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; 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.

QUANA HOSPITALITY PARTNERS, LP.      ROCKWALL HONDA REAL ESTATE, L.P.

BY: \_\_\_\_\_      BY: \_\_\_\_\_

TITLE: \_\_\_\_\_      TITLE: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF ROCKWALL §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ of Quana Hospitality Partners, LP., known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Signature of Party With Mortgage or Lien Interest

JOSEPH CADLE SURVEY, ABSTRACT NO. 65  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

**REPLAT**  
**NEWMAN CENTER ADDITION**  
**LOTS 6 & 7, BLOCK A**  
**3.301 ACRES - 2 LOTS ZONE C-COMERCIAL**  
**BEING A REPLAT OF LOTS 3 & 5**  
**BLOCK A - NEWMAN CENTER ADDITION**

Owner: QUANA HOSPITALITY PARTNERS, L.P.  
16610 Dallas Parkway, Suite 1300  
Dallas, Texas 75248 - 214.368.8780

Owner: ROCKWALL HONDA REAL ESTATE, LP  
1030 Interstate Hwy. 30  
ROCKWALL, TEXAS 75087 972-771-6686

Scale: 1" = 50'	Checked By: A.J. Bedford
Date: January 17, 2012	P.C.: D. Crier
Technician: L. Spradling	File: Rockwall Marine
Drawn By: L. Spradling	Job No. 533-004
	GF No. N/A

301 N. Alamo Rd. \* Rockwall, Texas 75087  
(972) 722-0225 • www.ajbedfordgroup.com

**AJ Bedford Group, Inc.**  
Registered Professional Land Surveyors

Sheet: 1  
Of: 1

NORTH TEXAS LUXURY LAWN  
4820 BOYD BLVD STE C  
ROWLETT TX 75088  
972-412-6569

**SHEET DESCRIPTION:**  
CONCEPTUAL LANDSCAPE DESIGN

**PROJECT:**  
ROCKWALL HONDA  
1030 E I 30  
ROCKWALL TX 75087

**REVISIONS:**  
None

**DATE:**  
11/10/2018

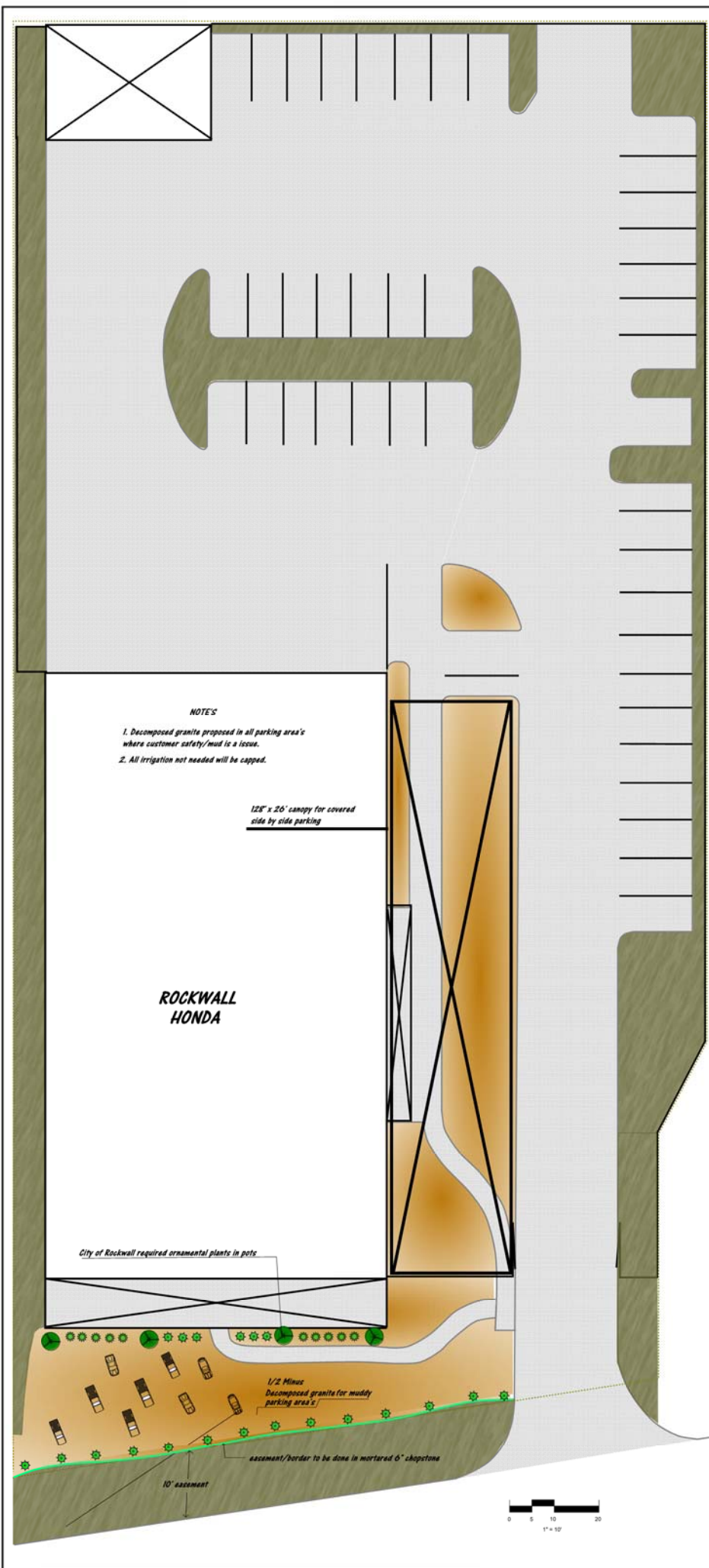
**JOB NUMBER:**  
4733

**DRAWN BY:**  
BO FREEMAN

**CHECKED BY:**  
BO FREEMAN

**SCALE:**  
1" = 10'

**SHEET:**  
1 of 1







rendering

**Rockwall Honda Yamaha**  
con-oct-003-18 by: YH 10.04.18







**USASHADE**  
**& Fabric Structures.**

## **Rockwall Honda Yamaha Covered Parking**

**6/13/2018**

**Proposal Prepared For:**

**Rocwall Honda Yamaha**

**1030 E Interstate 30, Rocwall, TX**

AZ: 289388 CA: 989458 LA: 61718 NV:78724  
NM: 383826 TN: 68712 DIR: 1000003533



## Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	Rockwall Honda Yamaha	Contact:	Tyler Rager	Sales Rep:	Andy Enright
Project Name:	Rockwall Honda Yamaha Covered Parking	Phone:		Phone:	214 477.6156
Quote No:		Email:	<a href="mailto:tr@rockwallhonda.com">tr@rockwallhonda.com</a>	Email:	<a href="mailto:andy@usa-shade.com">andy@usa-shade.com</a>
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
Rockwall Honda Yamaha		JOB SITE		1030 E Interstate 30, Rocwall, TX	
1030 E Interstate 30, Rocwall, TX		0			
		0			
		0			
Contact:	Tyler Rager	Contact:		Contact:	Tyler Rager
Phone		Phone		Phone	
Fax:	<a href="mailto:tr@rockwallhonda.com">tr@rockwallhonda.com</a>	Fax:		Fax:	<a href="mailto:tr@rockwallhonda.com">tr@rockwallhonda.com</a>
Email:		Email:		Email:	

**CORPORATE ADDRESS:**

8505 Chancellor Row  
 Dallas, TX 75247-5519

**REMITTANCE ADDRESS:**

P.O. Box 204691  
 Dallas, TX 75230-4691

**SOUTHERN CALIFORNIA:**

1085 N. Main Street, Suite C  
 Orange, CA 92867

**NORTHERN CALIFORNIA:**

927 Enterprise Way, Suite A  
 Napa, CA 94558

**ARIZONA:**

2452 W. Birchwood Ave, Suite 112  
 Mesa, AZ 85202

**LAS VEGAS:**

6225 S. Valley View Blvd., Suite I  
 Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.





### Structure Pricing

#### Structure 1

UNIT IMAGE		UNIT DETAILS		
	Unit Quantity:	1	Foundations By	USA SHADE
	Unit Type:	302_Full_Cantri_Hip_Joined	Grout Installation	Client Responsible
	Structure Size:	108'x18' - 12 Spaces	Base Attachment:	Recessed Base Plate
	Entry Height:	8'	Footing Type:	Drilled Pier
	No of Columns:	4	Anchor Bolts:	Included
	No of Fabric Tops:	3	Concrete Cutting:	Included
	Fabric Type:	Shadesure	Dirt Removal:	Included
	Fabric Color:	TBD	Surface Type:	Concrete
	Steel Finish:	Powder Coated	<b>NOTES</b> Price is full Turnkey and includes permit and p	
	Steel Color:	TBD		
Electrical Provisions:	N/A			
<b>PRICE</b>	Cable/HDW Finish:	Galvanized		
<b>\$52,821.25</b>	Concept No:			

#### Structure 2

UNIT IMAGE		UNIT DETAILS		
	Unit Quantity:	1	Foundations By	USA SHADE
	Unit Type:	Hip Fabric Replacement	Grout Installation	Client Responsible
	Structure Size:	32'x20'	Base Attachment:	Recessed Base Plate
	Entry Height:	8'	Footing Type:	Drilled Pier
	No of Columns:	6	Anchor Bolts:	Included
	No of Fabric Tops:	2	Concrete Cutting:	Included
	Fabric Type:	Shadesure	Dirt Removal:	Included
	Fabric Color:	TBD	Surface Type:	Concrete
	Steel Finish:	Powder Coated	<b>NOTES</b> Price is full Turnkey and includes permit and p	
	Steel Color:	TBD		
Electrical Provisions:	N/A			
<b>PRICE</b>	Cable/HDW Finish:			
<b>\$5,826.38</b>	Concept No:			



Accessories/Miscellaneous			
QTY	ITEM	DETAILS	COST
<b>TOTAL FOR ACCESS/MISC ITEMS:</b>			

PRICING TOTALS:	
Unit Total	See Above
Accessories/Miscellaneous	Included
Shipping/Handling	Included
<b>SUBTOTAL</b>	<b>See Above</b>
Sales Tax ( % )	Included
Installation	Included
<b>TOTAL PRICE</b>	<b>See Above</b>

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	50
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	50
(4) Other (specify):	
<b>NOTES:</b>	

ENGINEERING REQUIREMENTS	NOTES
Building Code	
Wind Load	
Snow Load	
Drawing Size	
No. of Sealed Drawings	
Calculations Required	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage / Certified Payroll
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Anchor Bolts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation Design & Engineering	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds





## Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

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## GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.





- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 204691, Dallas, TX 75320-4691. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.





- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
  - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
  - All steel surface finishes are warranted for one year.
  - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
    - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
  - Sewing thread is warranted for ten years.





#### General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - o the supplied structures, products, services and/or labor are not paid for in full;
  - o the structures are not assembled in strict compliance with USA SHADE specifications;
  - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - o normal wear and tear;
  - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
  - o workmanship related to assembly not provided by the Company or its agents;
  - o fabric curtains, valances, and flat vertical panels;
  - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontract 502™ is a registered trademark of Serge Ferrari North America, Inc.

[www.usa-shade.com](http://www.usa-shade.com)

800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533





16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
  - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
  - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
  
  - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
  - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
  - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.



Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

**PURCHASER:**  
Rockwall Honda Yamaha

**SELLER:**  
USA SHADE & Fabric Structures

Signature: \_\_\_\_\_

Signature: *Andy Enright*

By: (Print) \_\_\_\_\_

By: (Print) Andy Enright

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

Title: Regional Manager

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

Date: 6/13/18

NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.

CITY OF ROCKWALL

ORDINANCE NO. 19-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. 04-38] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO AMEND SPECIFIC USE PERMIT NO. S-76 [ORDINANCE NO. 10-26], WHICH ALLOWS FOR A MOTORCYCLE DEALERSHIP WITH ACCESSORY BOAT AND TRAILER SALES ON A 1.152-ACRE PARCEL OF LAND IDENTIFIED AS LOT 6, BLOCK A, NEWMAN CENTER #1 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a request has been made by Michael Worrell of Rockwall Honda for the purpose of amending Specific Use Permit (SUP) No. S-76 [*Ordinance No. 10-26*], which allows for a *Motorcycle Dealership with Accessory Boat and Trailer Sales* on a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, located within the IH-30 Overlay (IH-30 OV) District, and more specifically depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that Specific Use Permit (SUP) No. S-131 [*Ordinance No. 15-05*] and the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall should be amended as follows:

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

**SECTION 1.** That the enactment of this Specific Use Permit (SUP) ordinance shall supersede all requirements stipulated in *Ordinance No. 10-26*;

**SECTION 2.** That Specific Use Permit (SUP) No. S-76 [*Ordinance No. 10-26*] and the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant an amendment to Specific Use Permit (SUP) No. S-76 [*Ordinance No. 10-26*] allowing for a *Motorcycle Dealership with Accessory Boat and Trailer Sales* within a Commercial (C) District as stipulated by Article IV, *Permissible Uses*, of the Unified Development Code [*Ordinance No. 04-38*] on the *Subject Property*;

**SECTION 3.** That the *Subject Property* shall be developed and/or used only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance and as stipulated by Section 2.1.8, *Auto and Marine-Related Use Conditions*, of Article IV, *Permissible Uses*; Section 4.1, *General Commercial District Standards*; Section 4.5, *Commercial (C) District*, of Article V, *District Development Standards*; Section 6.6, *IH-30 Overlay (IH-30 OV) District* of the Unified Development Code [*Ordinance No. 04-38*] as



heretofore amended, as amended herein by granting of this zoning change, and as may be amended in the future, and shall be subject to the additional following operational conditions and compliance standards:

### 3.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of an existing *Motorcycle Dealership with Accessory Boat and Trailer Sales* on the *subject property* and conformance to these operation conditions are required for continued operations:

- 1) The outside display of motorcycles and boats shall be limited to the areas depicted in *Exhibit 'C'* of this ordinance. The display areas may be constructed of decomposed granite and shall not be used for public parking spaces.
- 2) The sale of used boats and trailers is prohibited.
- 3) The subject property shall maintain a minimum of 15% landscaped area including ten (10) foot landscape buffer along the front of the subject property adjacent to IH-30. In addition, the outside display areas may be counted against the 15% if they are constructed with decomposed granite of a similar hardscape material and incorporate trees and shrubs to soften the impact of the areas.
- 4) The outside storage of equipment, parts and/or inventory is prohibited, except inventory as depicted in *Exhibit 'C'* of this ordinance.
- 5) All work shall be performed within an enclosed building.
- 6) The installation of canopy/shade structures for this site shall be allowed only in the areas depicted in *Exhibit 'C' & Exhibit 'D'* of this ordinance. All canopy/shade structures shall be comparable in materials, color, and size.
- 7) The operation of this site shall conform to all federal, state and local standards and comply with the requirements of Section 3.2, *Compliance Standards*, of this ordinance.

### 3.2 COMPLIANCE

Approval of this ordinance in accordance with Section 8.3, *Council Approval or Denial*, of Article II, *Authority and Administrative Procedures*, of the Unified Development Code (UDC) will require compliance to the following:

- 1) Should any business or establishment operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outline in the Unified Development Code (UDC), the City Council may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Section 4.4.(3) of Article IV, *Permissible Uses*, of the Unified Development Code (UDC).

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

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

**SECTION 6.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed

the sum of *TWO THOUSAND DOLLARS* (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 7.** If any section of provision of this ordinance or the application of that section or provision to any person, firm, cooperation, 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 to 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 8.** 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 7<sup>TH</sup> DAY OF JANUARY, 2019.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: December 17, 2018

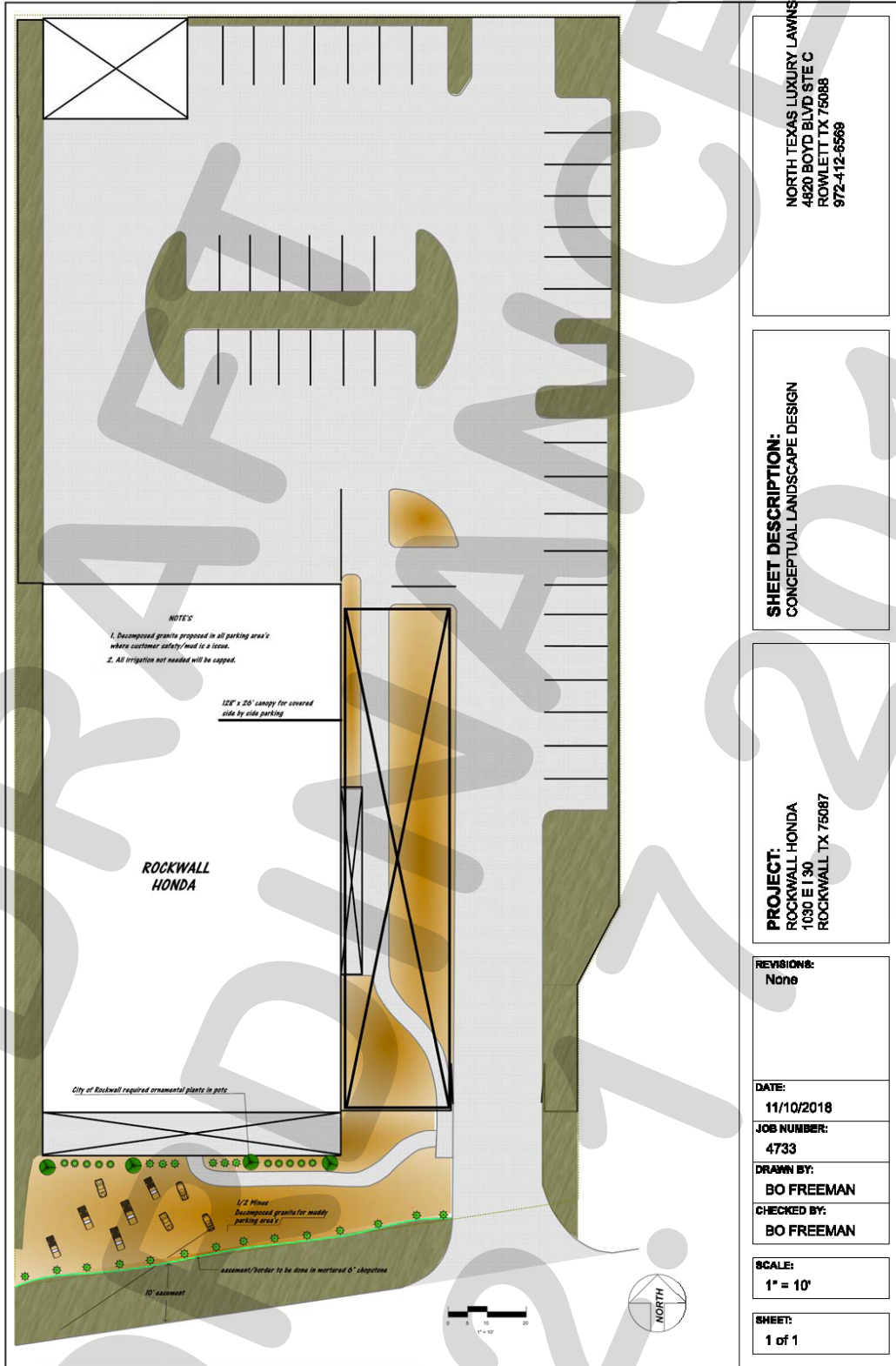
2<sup>nd</sup> Reading: January 7, 2019







Exhibit 'C': Concept Plan







Rockwall Honda Yamaha  
con-oct-003-18 by: YH 10.04.18

rendering



# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 12/17/2018

**APPLICANT:** Michael Worrell of *Rockwall Honda*

**AGENDA ITEM:** **Z2018-043**; *SUP Amendment for Rockwall Honda Motorcycle Dealership*

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**SUMMARY:**

Hold a public hearing to discuss and consider a request by Michael Worrell of Rockwall Honda for the approval of an amendment to SUP No. S-76 (Ordinance No. 10-26) to allow changes to be made to an existing Motorcycle Dealership with Accessory Boat and Trailer Sales being a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, and take any action necessary.

**BACKGROUND:**

As you may recall, the applicant, Michael Worrell of Rockwall Honda had requested the approval of an amendment to SUP No. S-76 [*Ordinance No. 10-26*] for the purpose of allowing the addition of three (3) canopy shade structures on the site. On October 9, 2018, a motion was approved by the Planning and Zoning Commission to continue the public hearing to the October 30, 2018 meeting for the purpose of allowing the applicant time to address issues raised by the Planning and Zoning Commission and staff concerning the landscape buffer along IH-30 and the display area. With the necessary exhibits not being prepared and returned to staff in time for the scheduled public hearing on October 30, 2018, the applicant did not have the ability to request an additional postponement, as this would have exceeded the 30 day time limitation from the first public hearing date (*i.e. October 9, 2018*). With that being said, on October 30, 2018, the Planning and Zoning Commission unanimously approved a motion to accept the applicant's request to withdraw the case due to the applicants need for additional time to provide staff with the necessary exhibits for those concerns that had been raised regarding the landscape buffer along IH-30 and the display area.

**PURPOSE AND CHARACTERISTICS OF THE REQUEST:**

The applicant, Michael Worrell of Rockwall Honda, has provided staff with the necessary exhibits and is requesting approval of an amendment to SUP No. S-76 [*Ordinance No. 10-26*] for the purpose of allowing the addition of three (3) canopy shade structures on the site. The proposed shade structures will be located on the east side of the property and provide shade for the displayed vehicles. The applicant is also requesting to provide decomposed granite with a hard edge in order to contain the material -- *along IH-30* -- for the display areas, which are located on the east and south sides of the property (*see Exhibit 'C' of the draft ordinance*). These areas are currently grass surfaces and once constructed using the decomposed granite, will provide stability for the displayed vehicles. Additionally, the applicant is requesting to allow for the display area to be expanded within the ten (10) foot landscape buffer along East IH-30. It should be known that staff has met with the applicant regarding the landscaping of this display area and Mr. Worrell has agreed to provide potted trees and plantings within the display area along IH-30. The purpose of this type of landscape scheme is due to a 16-inch water main that

runs parallel within an existing 20-ft water easement located at the property line. This solution is to mimic the use of trees and other landscaping that would normally appear within the ten (10) foot landscape buffer, and has been included as a condition of approval.

If approved, the applicant will be required to submit a site plan and building permit for the decomposed granite and canopy shade structures. Contained in the attached packet is a copy of the applicant's letter, concept plan, survey, and draft ordinance. Approval of an SUP is discretionary for the City Council.

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

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

North: Directly north of the subject property is the Value Place Hotel parking lot, which is zoned Commercial (C) District. Beyond the parking lot of the Value Place Hotel is Yellow Jacket Park, which is zoned General Retail (GR) District.

South: Directly south of the subject property is the Travel Centers of America (*i.e.* TA) and Exxon Mobil fuel center, which is located at the southwest corner of the intersection of IH-30 and SH-205. The property is zoned Commercial (C) District.

East: Directly east of the subject property is the Value Place Hotel. Beyond the Value Place Hotel is Whataburger. These properties are zoned Commercial (C) District.

West: Directly east of the subject property is Best Western Hotel. Beyond the Best Western Hotel is the Rockwall Ford Dealership. These properties are zoned Commercial (C) District.

#### **NOTIFICATION:**

On November 30, 2018, staff mailed 17 notices to property owners and residents within 500-feet of the *subject property*. Staff also emailed a notice to the Waterstone Homeowner's Association (HOA's), which is the only HOA located within 1,500-feet of the *subject property* participating in the notification program. Additionally, staff posted a sign on the *subject property*, and advertised the public hearings in the Rockwall Herald Banner as required by the UDC. At the time this case memo was drafted staff had not received any notices regarding the applicant's request.

#### **RECOMMENDATIONS:**

If the Planning and Zoning Commission chooses to recommend approval of the applicant's request to amend SUP No. S-76 (*Ordinance No. 10-26*) to allow changes to be made for a *Motorcycle Dealership with Accessory Boat and Trailer Sales* use on the *subject property* then staff would recommend the following conditions of approval:

- 1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the SUP draft ordinance and summarized as follows:
  - a) The outside display of motorcycles and boats shall be limited to the areas depicted in *Exhibit 'B'* of this ordinance. The display areas may be constructed of decomposed granite and shall not be used for public parking spaces.


- b) The sale of used boats and trailers is prohibited.
  - c) The subject property shall maintain a minimum of 15% landscaped area including a ten (10) foot landscape buffer along the front of the subject property adjacent to IH-30. In addition, the outside display areas may be counted against the 15% if they are constructed with decomposed granite or a similar hardscape material and incorporate trees and shrubs to soften the impact of the areas.
  - d) The outside storage of equipment, parts and/or inventory is prohibited; except inventory as depicted in Exhibit 'C' of the draft ordinance.
  - e) All work shall be performed within an enclosed building.
  - f) The installation of canopy/shade structures for this site shall be allowed only in the areas depicted in *Exhibit 'B' & Exhibit 'C'* of this ordinance. All canopy/shade structures shall be comparable in materials, color, and size.
  - g) The operation of this site shall conform to all federal, state and local standards and comply with the requirements of Section 3.2, *Compliance Standards*, of this ordinance.
- 2) The applicant shall comply with all Planning, Engineering and Fire comments prior to the approval of a site plan.
- 3) Any construction or building necessary to complete this request must conform to the requirements set forth by the UDC, the International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

On December 11, 2018, the Planning and Zoning Commission's motion to recommend approval to amend SUP No. S-76 (*Ordinance No. 10-26*) with staff conditions passed by a vote of 6 to 0 with Commissioner Moeller absent.



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Z2018-043 - SUP FOR ROCKWALL HONDA  
ZONING - LOCATION MAP = 

GR

C

INTERSTATE 30

INTERSTATE 30

INTERSTATE 30

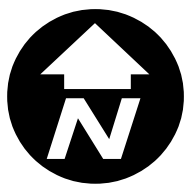
INTERSTATE 30



## City of Rockwall

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

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



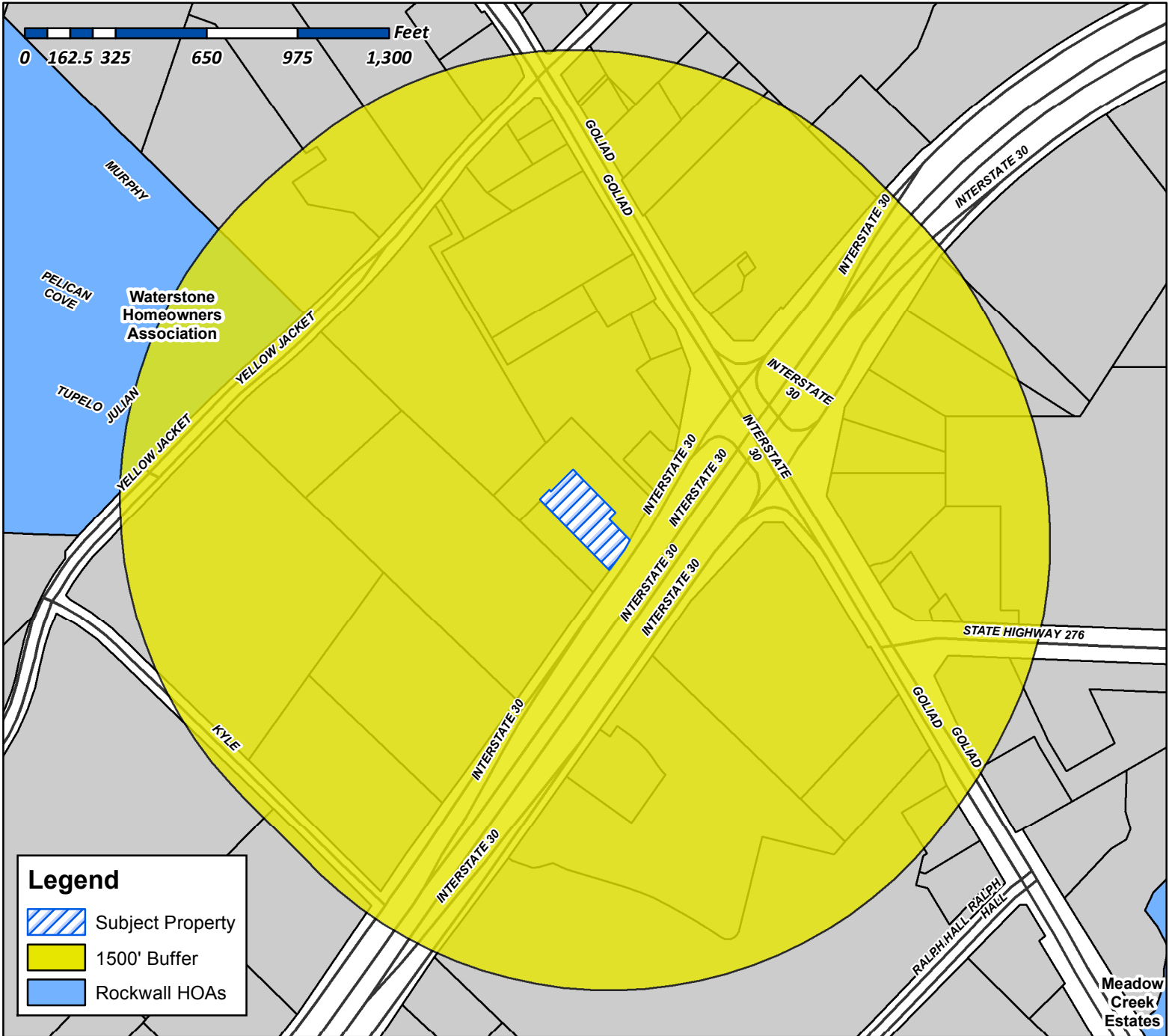




# City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
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**Case Number:** Z2018-043  
**Case Name:** SUP for Honda Rockwall  
**Case Type:** Zoning  
**Zoning:** Commercial (C) District  
**Case Address:** 1030 E. IH-30

**Date Created:** 9/18/2018

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



## Gonzales, David

---

**From:** Morales, Laura  
**Sent:** Friday, November 30, 2018 11:27 AM  
**To:** [REDACTED]  
**Cc:** Miller, Ryan; Gonzales, David; Brooks, Korey; Madubuike, Daniella  
**Subject:** Neighborhood Notification Program: Notice of zoning request  
**Attachments:** HOA Map (09.18.2018).pdf

To whom it may concern:

Per your participation in the Neighborhood Notification Program, you are receiving this notification to inform your organization and residents of a request for a zoning change that lies within 1,500 feet of the boundaries of your neighborhood or subdivision. As the primary contact for the organization, you are encouraged to share this information with the residents of your subdivision. Please find attached a map detailing the location of the subject property requesting the zoning change in relation to your subdivision boundaries. Additionally, below is a summary of the zoning request that was published in the Rockwall Herald Banner **November 30, 2018**. The Planning and Zoning Commission will hold a public hearing on **Tuesday 12/11/2018 at 6:00 p.m.**, and the City Council will hold a public hearing on **Monday, 12/17/2018 at 6:00 p.m.** These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street. If you have any questions or comments regarding this request, the contact information for the Planning Department is listed below. Additional information can also be found at

<https://sites.google.com/site/rockwallplanning/development/development-cases>

**Z2018-043- Hold a public hearing to discuss and consider a request by Michael Worrell of Rockwall Honda for the approval of an amendment to SUP No. S-76 (Ordinance No. 10-26) to allow changes to be made to an existing Motorcycle Dealership with Accessory Boat and Trailer Sales being a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, and take any action necessary.**

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

Sincerely,

*Laura Morales*

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

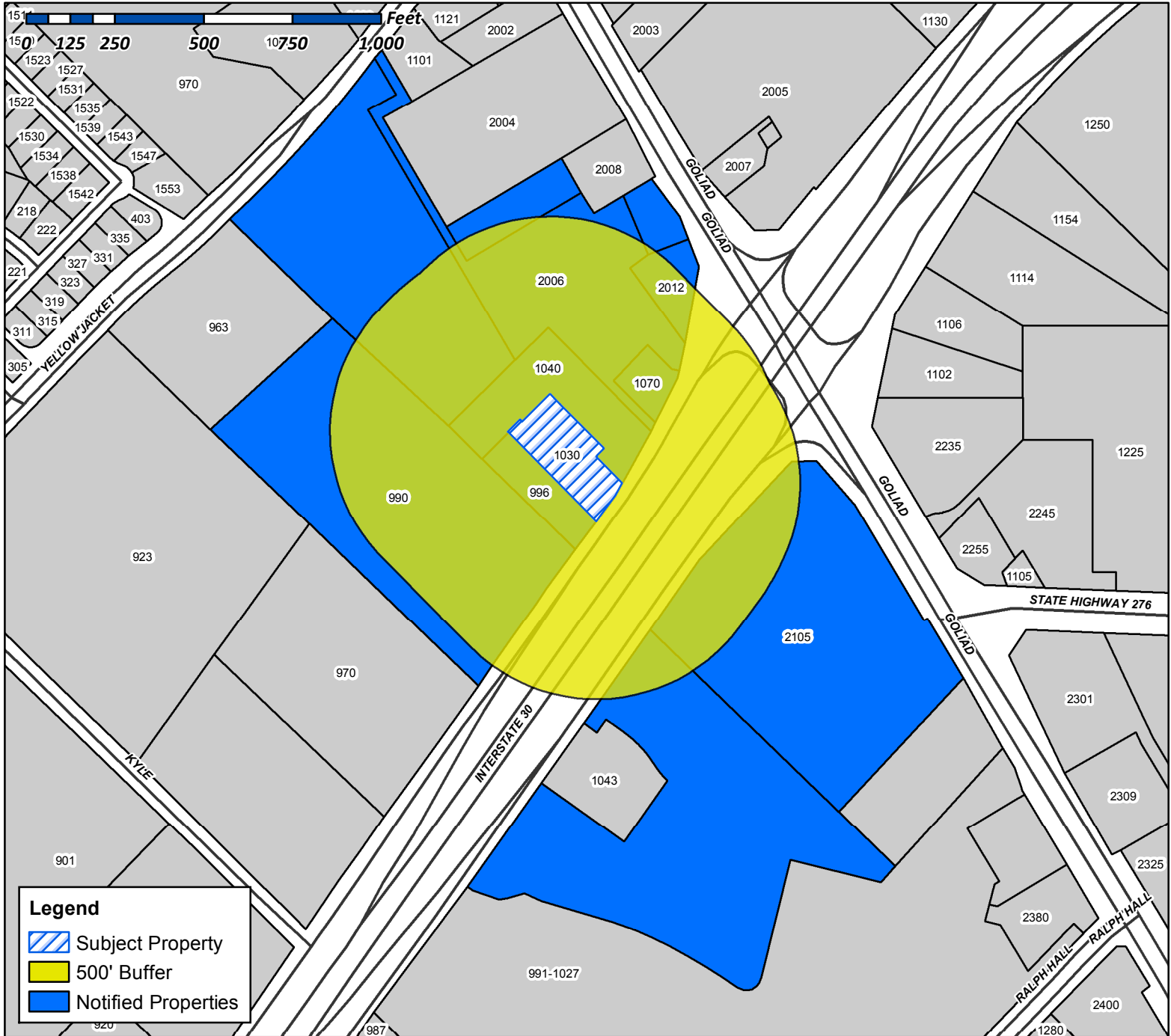




# City of Rockwall

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

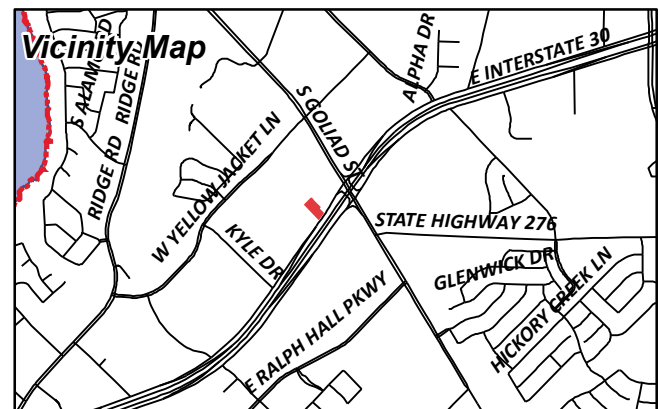
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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



**Case Number:** Z2018-043  
**Case Name:** SUP for Rockwall Honda  
**Case Type:** Zoning  
**Zoning:** Commercial (C) District  
**Case Address:** 1030 E. IH-30

**Date Created:** 09/14/2018

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





# NOTICE OF PUBLIC HEARING

## CITY OF ROCKWALL, PLANNING & ZONING DEPARTMENT

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

To Whom It May Concern:

You are hereby notified that the City of Rockwall Planning and Zoning Commission and City Council will consider the following application:

**Case No. Z2018-043: Amendment to SUP #S-76**

*Hold a public hearing to discuss and consider a request by Michael Worrell of Rockwall Honda for the approval of an amendment to SUP No. S-76 (Ordinance No. 10-26) to allow changes to be made to an existing Motorcycle Dealership with Accessory Boat and Trailer Sales being a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, and take any action necessary.*

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on **Tuesday, 12/11/2018 at 6:00 p.m.**, and the City Council will hold a public hearing on **Monday, 12/17/2018 at 6:00 p.m.** These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

As an interested property owner, you are invited to attend these meetings. If you prefer to express your thoughts in writing please return the form to:

**David Gonzales**  
**Rockwall Planning and Zoning Dept.**  
**385 S. Goliad Street**  
**Rockwall, TX 75087**

You may also email your comments to the Planning Department at [planning@rockwall.com](mailto:planning@rockwall.com). If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by **12/17/2018** to ensure they are included in the information provided to the City Council.

Sincerely,

**Ryan Miller, AICP**  
Director of Planning & Zoning

MORE INFORMATION ON THIS CASE CAN BE FOUND ON THE CITY'S WEBSITE: [HTTPS://SITES.GOOGLE.COM/SITE/ROCKWALLPLANNING/DEVELOPMENT-CASES](https://sites.google.com/site/rockwallplanning/development-cases)

PLEASE RETURN THE BELOW FORM

**Case No. Z2018-043: Amendment to SUP #S-76**

Please place a check mark on the appropriate line below:

- I am in favor of the request for the reasons listed below.
- I am opposed to the request for the reasons listed below.

Four horizontal grey bars for providing reasons for support or opposition.

Name:

Grey bar for Name

Address:

Grey bar for Address

**Tex. Loc. Gov. Code, Sec. 211.006 (d)** If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE

CURRENT RESIDENT  
1030 E I30  
ROCKWALL, TX 75087

ROCKWALL HONDA REAL ESTATE LP  
1030 E INTERSTATE 30  
ROCKWALL, TX 75087

CURRENT RESIDENT  
1040 E I30  
ROCKWALL, TX 75087

CURRENT RESIDENT  
1070 I30  
ROCKWALL, TX 75087

ROCKWALL CENTRAL SHOP/CNTR JV  
16475 DALLAS PKWY STE 800  
ADDISON, TX 75001

EXCEL ROCKWALL LLC  
17140 BERNARDO CENTER DR STE 300  
SAN DIEGO, CA 92128

CURRENT RESIDENT  
2006 S GOLIAD  
ROCKWALL, TX 75087

CURRENT RESIDENT  
2012 S GOLIAD  
ROCKWALL, TX 75087

CURRENT RESIDENT  
2105 S GOLIAD  
ROCKWALL, TX 75087

HPT TA PROPERTIES TR  
24601 CENTER RIDGE RD STE 200  
WESTLAKE, OH 44145

I30 AT 205 LLC  
2600 E SOUTHLAKE BLVD STE 120-371  
SOUTHLAKE, TX 76092

ALBRITTON JOHN A  
3200 N TOWN EAST BLVD  
MESQUITE, TX 75150

ROCK HOB LP  
3305 BUCHANAN ST  
WICHITA FALLS, TX 76308

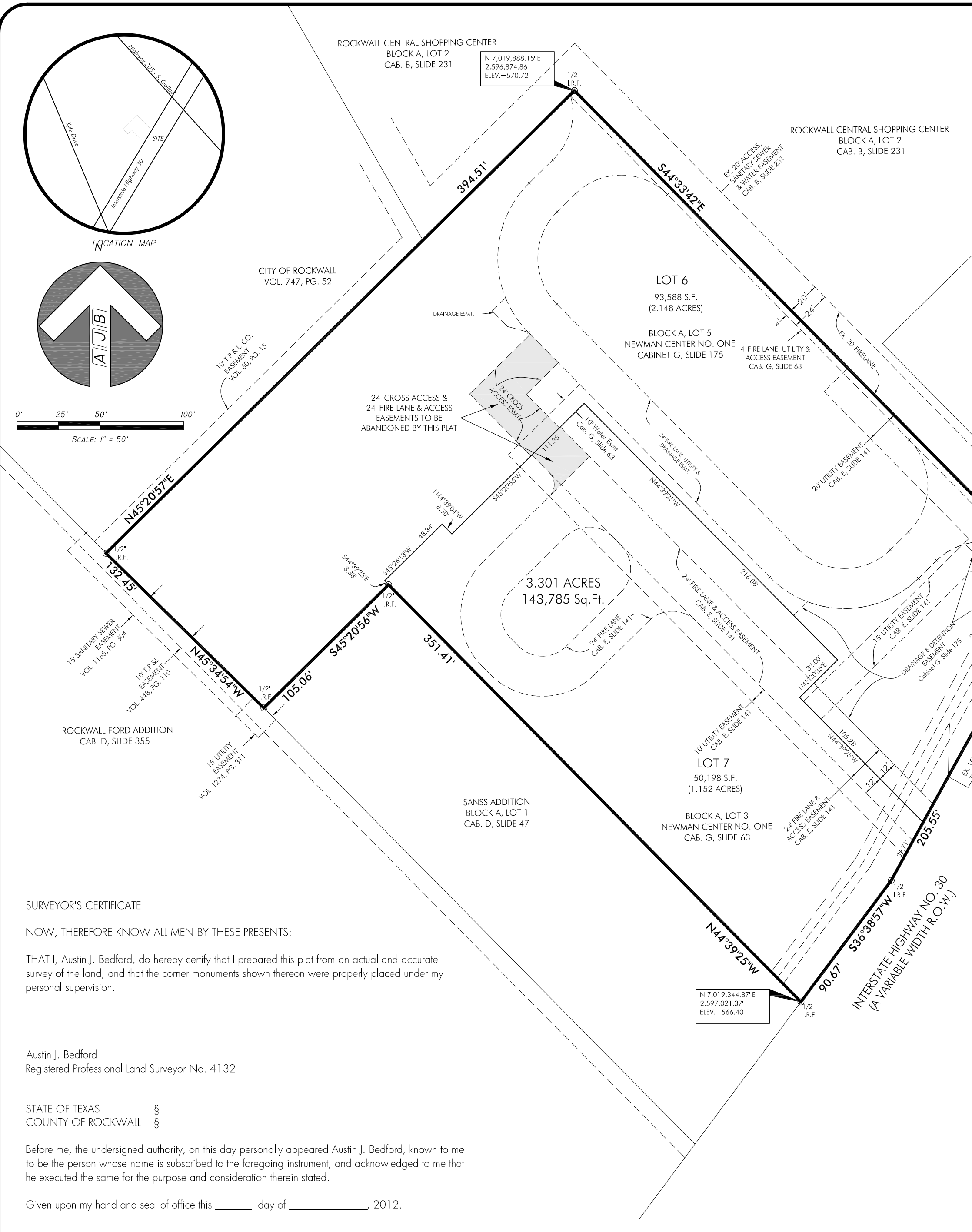
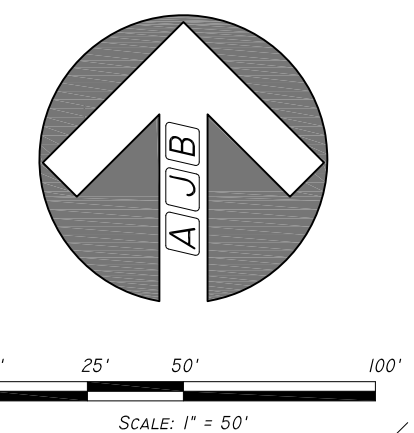
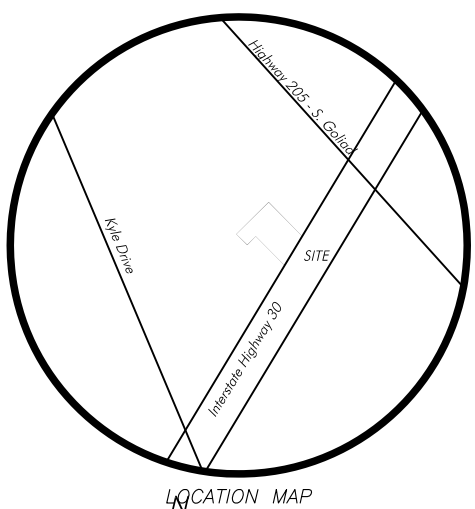
QUIKTRIP CORPORATION  
4705 SOUTH 129TH EAST AVE  
TULSA, OK 74174

ROCKWALL LAND COMPANY LTD  
800 GESSNER RD STE 500  
HOUSTON, TX 77024

CURRENT RESIDENT  
990 I30  
ROCKWALL, TX 75087

JAGH HOTELS LP  
996 EAST INTERSTATE 30  
ROCKWALL, TX 75087





SURVEYOR'S CERTIFICATE  
NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:  
THAT I, Austin J. Bedford, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.  
Austin J. Bedford  
Registered Professional Land Surveyor No. 4132

STATE OF TEXAS §  
COUNTY OF ROCKWALL §  
Before me, the undersigned authority, on this day personally appeared Austin J. Bedford, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.  
Given upon my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
Notary Public in and for the State of Texas

NOTES:  
BEARINGS ARE BASED ON THE NORTHEAST LINE OF NEWMAN CENTER ADDITION RECORDED IN CABINET E, SLIDE 141 OF THE PLAT RECORDS, ROCKWALL COUNTY, TEXAS.  
FLOOD STATEMENT: ACCORDING TO COMMUNITY PANEL NO. 48397C0040L, DATED SEPTEMBER 26, 2008 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP THIS PROPERTY IS WITHIN FLOOD ZONE "X", WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

RECOMMENDED FOR FINAL APPROVAL  
Planning and Zoning Commission \_\_\_\_\_ Date \_\_\_\_\_  
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 \_\_\_\_\_, 2012.  
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 \_\_\_\_\_, 2012.  
Mayor, City of Rockwall \_\_\_\_\_ City Secretary \_\_\_\_\_ City Engineer \_\_\_\_\_

NOTE: 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.

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ of Rockwall Honda Real Estate, L.P., known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.  
Given upon my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
Notary Public in and for the State of Texas  
Signature of Party With Mortgage or Lien Interest

OWNERS DEDICATION  
STATE OF TEXAS §  
COUNTY OF ROCKWALL §  
WHEREAS QUANA HOSPITALITY PARTNERS, LP. and ROCKWALL HONDA REAL ESTATE, L.P. being the owners of a tract of land in the County of Rockwall, State of Texas, said tract being described as follows:  
BEING a 3.301 acre tract of land situated in the Joseph Cadle Survey, Abstract No. 65 in the City of Rockwall, Rockwall County, and being Lot 3 of the Newman Center Addition according to the plat recorded in Cabinet G, Slide 63 of the Plat Records of Rockwall, County Texas and being more particularly described as follows:  
BEGINNING at a 1/2 inch iron rod found for the east corner of said Lot 5 and being located in the northwest line of Interstate Highway No. 30 (variable width);  
THENCE along said northwest line, SOUTH 28°45'45" WEST a distance of 205.55 feet to a 1/2 inch iron rod found for corner;  
THENCE continuing with said north line, SOUTH 36°38'57" WEST a distance of 90.67 feet to a 1/2 inch iron rod found for the south corner of said Lot 3;  
THENCE departing said northwest line, NORTH 44°39'25" WEST a distance of 351.41 feet to a 1/2 inch iron rod found for the west corner of said Lot 3;  
THENCE SOUTH 45°20'56" WEST a distance of 105.06 feet to a 1/2 inch iron rod found for the westerly south corner of said Lot 5;  
THENCE NORTH 45°34'54" WEST a distance of 132.45 feet to a 1/2 inch iron rod found for the west corner of said Lot 5;  
THENCE NORTH 45°20'57" EAST a distance of 394.51 feet to a 1/2 inch iron rod found for the north corner of said Lot 5;  
THENCE SOUTH 44°33'42" EAST a distance of 411.45 feet to the POINT OF BEGINNING;  
CONTAINING 3.301 acres or 143,785 square feet of land more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:  
STATE OF TEXAS §  
COUNTY OF ROCKWALL §  
WE the undersigned owners of the land shown on this plat, and designated herein as the REPLAT OF NEWMAN ADDITION, LOTS 6 & 7, BLOCK A to the City of Rockwall, Rockwall County, 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 for the purpose and consideration therein expressed. WE further certify that all other parties who have a mortgage or lien interest in the REPLAT OF NEWMAN ADDITION, LOTS 6 & 7, BLOCK A have been notified of this Replat  
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. I (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 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; 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.

QUANA HOSPITALITY PARTNERS, LP. \_\_\_\_\_ ROCKWALL HONDA REAL ESTATE, L.P. \_\_\_\_\_  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
STATE OF TEXAS §  
COUNTY OF ROCKWALL §  
Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ of Quana Hospitality Partners, LP., known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.  
Given upon my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
Notary Public in and for the State of Texas  
Signature of Party With Mortgage or Lien Interest JOSEPH CADLE SURVEY, ABSTRACT NO. 65  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

REPLAT  
NEWMAN CENTER ADDITION  
LOTS 6 & 7, BLOCK A  
3.301 ACRES - 2 LOTS ZONE C-COMERCIAL  
BEING A REPLAT OF LOTS 3 & 5  
BLOCK A - NEWMAN CENTER ADDITION

Owner: QUANA HOSPITALITY PARTNERS, L.P.  
16610 Dallas Parkway, Suite 1300  
Dallas, Texas 75248 - 214.368.8780  
Owner: ROCKWALL HONDA REAL ESTATE, LP  
1030 Interstate Hwy. 30  
ROCKWALL, TEXAS 75087 972-771-6686

Scale: 1" = 50'	Checked By: A.J. Bedford
Date: January 17, 2012	P.C.: D. Crier
Technician: L. Spradling	File: Rockwall Marine
Drawn By: L. Spradling	Job No. 533-004
	GF No. N/A
301 N. Alamo Rd. * Rockwall, Texas 75087 (972) 722-0225, www.ajbedfordgroup.com	

Sheet: 1  
Of: 1  
  
Registered Professional Land Surveyors

NORTH TEXAS LUXURY LAWN  
4820 BOYD BLVD STE C  
ROWLETT TX 75088  
972-412-6569

**SHEET DESCRIPTION:**  
CONCEPTUAL LANDSCAPE DESIGN

**PROJECT:**  
ROCKWALL HONDA  
1030 E I 30  
ROCKWALL TX 75087

**REVISIONS:**  
None

**DATE:**  
11/10/2018

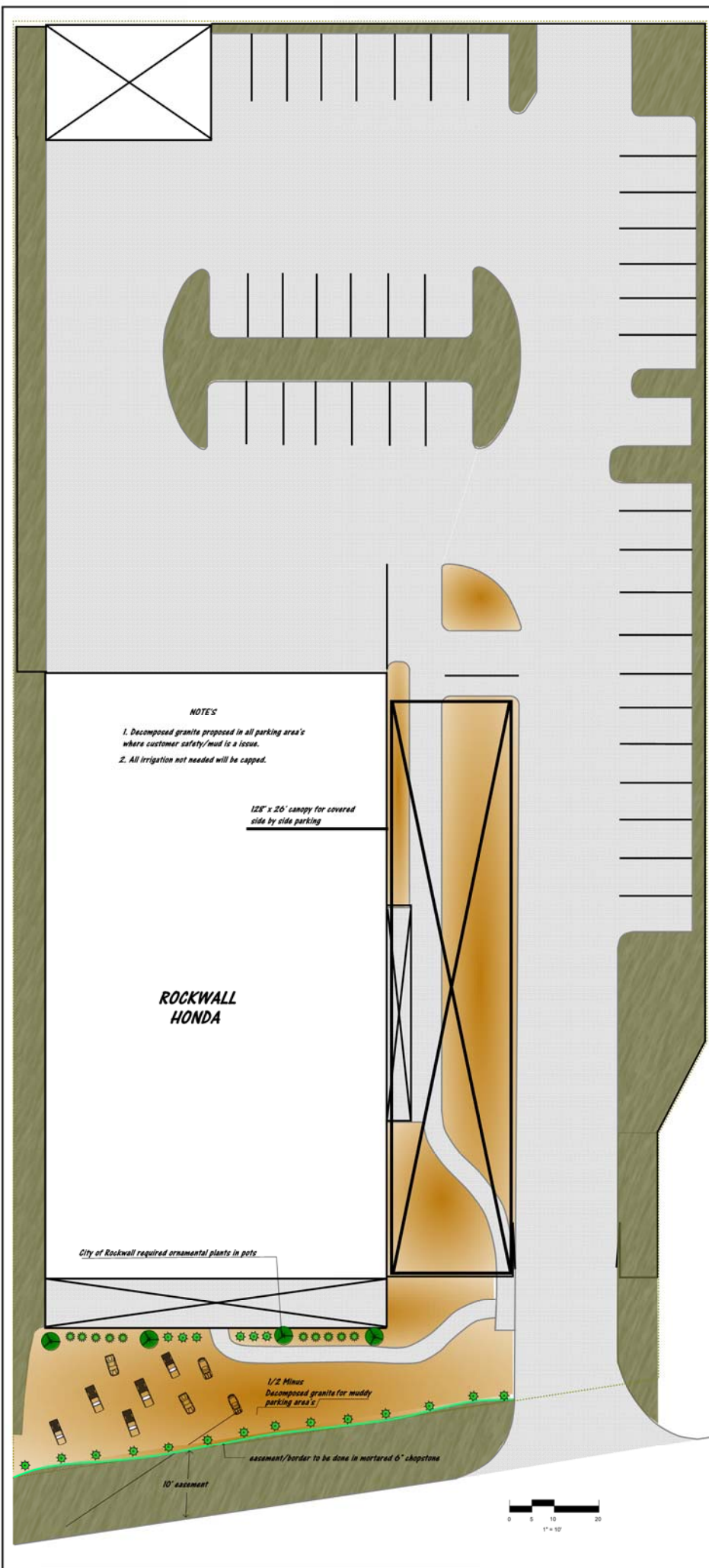
**JOB NUMBER:**  
4733

**DRAWN BY:**  
BO FREEMAN

**CHECKED BY:**  
BO FREEMAN

**SCALE:**  
1" = 10'

**SHEET:**  
1 of 1



**NOTES**

- 1. Decomposed granite proposed in all parking area's where customer safety/mud is a issue.
- 2. All irrigation not needed will be capped.

126' x 26' canopy for covered side by side parking

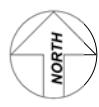
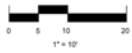
**ROCKWALL HONDA**

City of Rockwall required ornamental plants in pots

1/2' Minus Decomposed granite for muddy parking area's

6' mortarbed copingstone

10' easement







rendering

Rockwall Honda Yamaha  
con-oct-003-18 by: YH 10.04.18







**USASHADE**  
**& Fabric Structures.**

## **Rockwall Honda Yamaha Covered Parking**

**6/13/2018**

**Proposal Prepared For:**

**Rocwall Honda Yamaha**

**1030 E Interstate 30, Rocwall, TX**

AZ: 289388 CA: 989458 LA: 61718 NV:78724  
NM: 383826 TN: 68712 DIR: 1000003533



## Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	Rockwall Honda Yamaha	Contact:	Tyler Rager	Sales Rep:	Andy Enright
Project Name:	Rockwall Honda Yamaha Covered Parking	Phone:		Phone:	214 477.6156
Quote No:		Email:	<a href="mailto:tr@rockwallhonda.com">tr@rockwallhonda.com</a>	Email:	<a href="mailto:andy@usa-shade.com">andy@usa-shade.com</a>
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
Rockwall Honda Yamaha		JOB SITE		1030 E Interstate 30, Rocwall, TX	
1030 E Interstate 30, Rocwall, TX		0			
		0			
		0			
Contact:	Tyler Rager	Contact:		Contact:	Tyler Rager
Phone		Phone		Phone	
Fax:	<a href="mailto:tr@rockwallhonda.com">tr@rockwallhonda.com</a>	Fax:		Fax:	<a href="mailto:tr@rockwallhonda.com">tr@rockwallhonda.com</a>
Email:		Email:		Email:	

**CORPORATE ADDRESS:**

8505 Chancellor Row  
 Dallas, TX 75247-5519

**REMITTANCE ADDRESS:**

P.O. Box 204691  
 Dallas, TX 75230-4691

**SOUTHERN CALIFORNIA:**

1085 N. Main Street, Suite C  
 Orange, CA 92867

**NORTHERN CALIFORNIA:**

927 Enterprise Way, Suite A  
 Napa, CA 94558

**ARIZONA:**

2452 W. Birchwood Ave, Suite 112  
 Mesa, AZ 85202

**LAS VEGAS:**


6225 S. Valley View Blvd., Suite I  
 Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.



### Structure Pricing

#### Structure 1

UNIT IMAGE		UNIT DETAILS		
	Unit Quantity:	1	Foundations By	USA SHADE
	Unit Type:	302_Full_Cantr_Hip_Joined	Grout Installation	Client Responsible
	Structure Size:	108'x18' - 12 Spaces	Base Attachment:	Recessed Base Plate
	Entry Height:	8'	Footing Type:	Drilled Pier
	No of Columns:	4	Anchor Bolts:	Included
	No of Fabric Tops:	3	Concrete Cutting:	Included
	Fabric Type:	Shadesure	Dirt Removal:	Included
	Fabric Color:	TBD	Surface Type:	Concrete
	Steel Finish:	Powder Coated	<b>NOTES</b> Price is full Turnkey and includes permit and p	
	Steel Color:	TBD		
Electrical Provisions:	N/A			
<b>PRICE</b>	Cable/HDW Finish:	Galvanized		
<b>\$52,821.25</b>	Concept No:			

#### Structure 2

UNIT IMAGE		UNIT DETAILS		
	Unit Quantity:	1	Foundations By	USA SHADE
	Unit Type:	Hip Fabric Replacement	Grout Installation	Client Responsible
	Structure Size:	32'x20'	Base Attachment:	Recessed Base Plate
	Entry Height:	8'	Footing Type:	Drilled Pier
	No of Columns:	6	Anchor Bolts:	Included
	No of Fabric Tops:	2	Concrete Cutting:	Included
	Fabric Type:	Shadesure	Dirt Removal:	Included
	Fabric Color:	TBD	Surface Type:	Concrete
	Steel Finish:	Powder Coated	<b>NOTES</b>	
	Steel Color:	TBD		
Electrical Provisions:	N/A			
<b>PRICE</b>	Cable/HDW Finish:			
<b>\$5,826.38</b>	Concept No:			





Accessories/Miscellaneous			
QTY	ITEM	DETAILS	COST
TOTAL FOR ACCESS/MISC ITEMS:			

PRICING TOTALS:	
Unit Total	See Above
Accessories/Miscellaneous	Included
Shipping/Handling	Included
<b>SUBTOTAL</b>	<b>See Above</b>
Sales Tax ( % )	Included
Installation	Included
<b>TOTAL PRICE</b>	<b>See Above</b>

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	50
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	50
(4) Other (specify):	
<b>NOTES:</b>	

ENGINEERING REQUIREMENTS	NOTES
Building Code	
Wind Load	
Snow Load	
Drawing Size	
No. of Sealed Drawings	
Calculations Required	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage / Certified Payroll
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Anchor Bolts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation Design & Engineering	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds



## Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

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## GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.





- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 204691, Dallas, TX 75320-4691. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.





- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
  - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
  - All steel surface finishes are warranted for one year.
  - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
    - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
  - Sewing thread is warranted for ten years.





#### General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - o the supplied structures, products, services and/or labor are not paid for in full;
  - o the structures are not assembled in strict compliance with USA SHADE specifications;
  - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - o normal wear and tear;
  - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
  - o workmanship related to assembly not provided by the Company or its agents;
  - o fabric curtains, valances, and flat vertical panels;
  - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontract 502™ is a registered trademark of Serge Ferrari North America, Inc.

[www.usa-shade.com](http://www.usa-shade.com) 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533





16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
  - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
  - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
  
  - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
  - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
  - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.





Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

**PURCHASER:**  
Rockwall Honda Yamaha

**SELLER:**  
USA SHADE & Fabric Structures

Signature: \_\_\_\_\_

Signature: *Andy Enright*

By: (Print) \_\_\_\_\_

By: (Print) Andy Enright

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

Title: Regional Manager

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

Date: 6/13/18

**NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.**

CITY OF ROCKWALL

ORDINANCE NO. 19-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. 04-38] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO AMEND SPECIFIC USE PERMIT NO. S-76 [ORDINANCE NO. 10-26], WHICH ALLOWS FOR A MOTORCYCLE DEALERSHIP WITH ACCESSORY BOAT AND TRAILER SALES ON A 1.152-ACRE PARCEL OF LAND IDENTIFIED AS LOT 6, BLOCK A, NEWMAN CENTER #1 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a request has been made by Michael Worrell of Rockwall Honda for the purpose of amending Specific Use Permit (SUP) No. S-76 [*Ordinance No. 10-26*], which allows for a *Motorcycle Dealership with Accessory Boat and Trailer Sales* on a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, located within the IH-30 Overlay (IH-30 OV) District, and more specifically depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that Specific Use Permit (SUP) No. S-131 [*Ordinance No. 15-05*] and the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall should be amended as follows:

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

**SECTION 1.** That the enactment of this Specific Use Permit (SUP) ordinance shall supersede all requirements stipulated in *Ordinance No. 10-26*;

**SECTION 2.** That Specific Use Permit (SUP) No. S-76 [*Ordinance No. 10-26*] and the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant an amendment to Specific Use Permit (SUP) No. S-76 [*Ordinance No. 10-26*] allowing for a *Motorcycle Dealership with Accessory Boat and Trailer Sales* within a Commercial (C) District as stipulated by Article IV, *Permissible Uses*, of the Unified Development Code [*Ordinance No. 04-38*] on the *Subject Property*;

**SECTION 3.** That the *Subject Property* shall be developed and/or used only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance and as stipulated by Section 2.1.8, *Auto and Marine-Related Use Conditions*, of Article IV, *Permissible Uses*; Section 4.1, *General Commercial District Standards*; Section 4.5, *Commercial (C) District*, of Article V, *District Development Standards*; Section 6.6, *IH-30 Overlay (IH-30 OV) District* of the Unified Development Code [*Ordinance No. 04-38*] as



heretofore amended, as amended herein by granting of this zoning change, and as may be amended in the future, and shall be subject to the additional following operational conditions and compliance standards:

### 3.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of an existing *Motorcycle Dealership with Accessory Boat and Trailer Sales* on the *subject property* and conformance to these operation conditions are required for continued operations:

- 1) The outside display of motorcycles and boats shall be limited to the areas depicted in *Exhibit 'C'* of this ordinance. The display areas may be constructed of decomposed granite and shall not be used for public parking spaces.
- 2) The sale of used boats and trailers is prohibited.
- 3) The subject property shall maintain a minimum of 15% landscaped area including ten (10) foot landscape buffer along the front of the subject property adjacent to IH-30. In addition, the outside display areas may be counted against the 15% if they are constructed with decomposed granite of a similar hardscape material and incorporate trees and shrubs to soften the impact of the areas.
- 4) The outside storage of equipment, parts and/or inventory is prohibited, except inventory as depicted in *Exhibit 'C'* of this ordinance.
- 5) All work shall be performed within an enclosed building.
- 6) The installation of canopy/shade structures for this site shall be allowed only in the areas depicted in *Exhibit 'C' & Exhibit 'D'* of this ordinance. All canopy/shade structures shall be comparable in materials, color, and size.
- 7) The operation of this site shall conform to all federal, state and local standards and comply with the requirements of Section 3.2, *Compliance Standards*, of this ordinance.

### 3.2 COMPLIANCE

Approval of this ordinance in accordance with Section 8.3, *Council Approval or Denial*, of Article II, *Authority and Administrative Procedures*, of the Unified Development Code (UDC) will require compliance to the following:

- 1) Should any business or establishment operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outline in the Unified Development Code (UDC), the City Council may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Section 4.4.(3) of Article IV, *Permissible Uses*, of the Unified Development Code (UDC).

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

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

**SECTION 6.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed

the sum of *TWO THOUSAND DOLLARS* (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 7.** If any section of provision of this ordinance or the application of that section or provision to any person, firm, cooperation, 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 to 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 8.** 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 7<sup>TH</sup> DAY OF JANUARY, 2019.**

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

**ATTEST:**

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

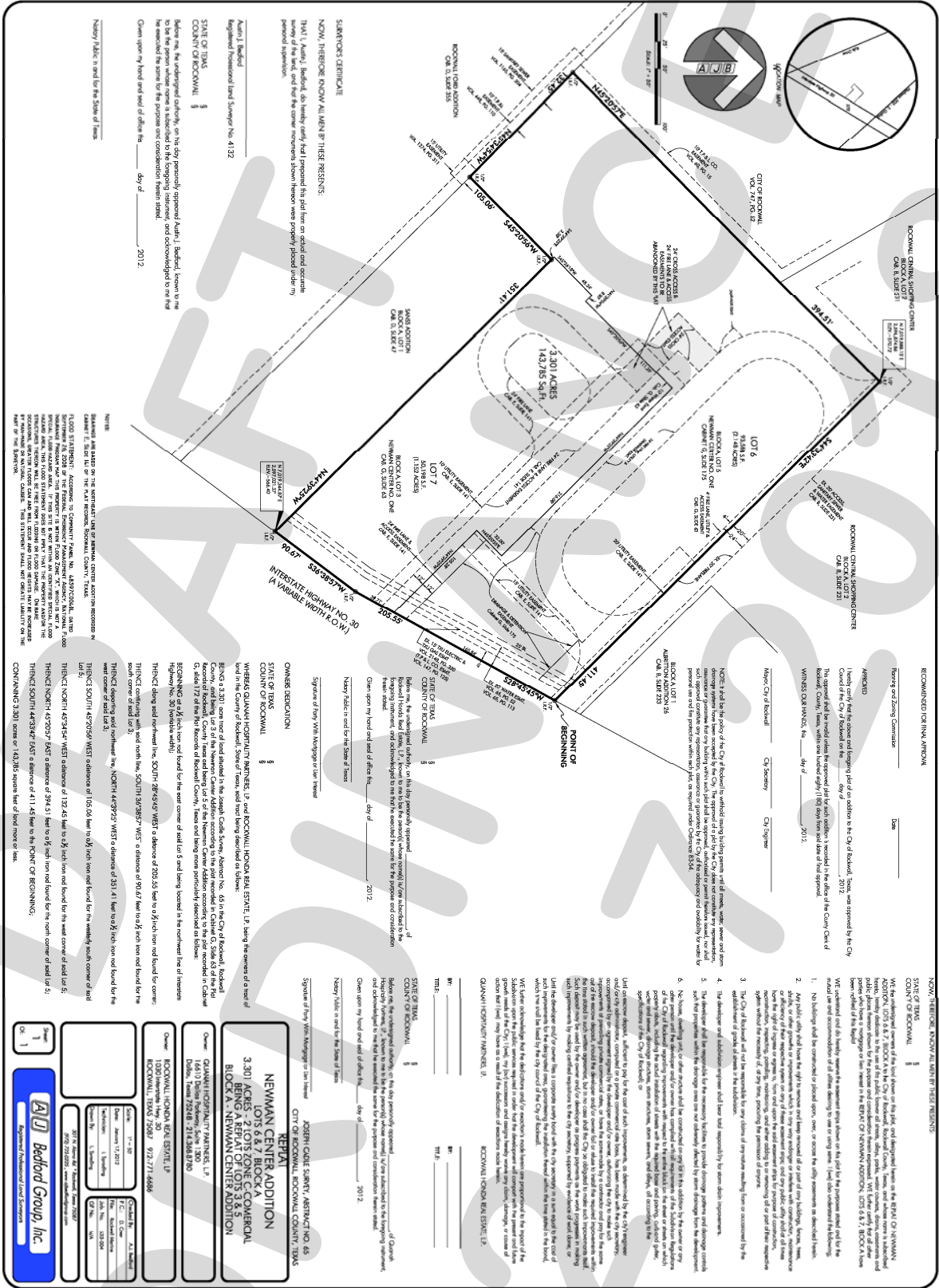
**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: December 17, 2018

2<sup>nd</sup> Reading: January 7, 2019

# Exhibit 'A': Boundary Description



KNOW, HEREBY, KNOW ALL MEN BY THESE PRESENTS, I, \_\_\_\_\_, Mayor of the City of Rockwall, Texas, do hereby certify that the foregoing plat and description of the property described herein is a true and correct copy of the original plat and description on file in the City Clerk's Office, and that the same is subject to the provisions of the City Charter and the City Code of Ordinances, and that the same is subject to the provisions of the City Charter and the City Code of Ordinances, and that the same is subject to the provisions of the City Charter and the City Code of Ordinances.

**RECOMMENDED FOR FINAL APPROVAL**  
 Mayor of the City of Rockwall, Texas  
 City Secretary  
 City Engineer

**NOTICE** is hereby given that the City of Rockwall is holding public hearings on the proposed plat and description of the property described herein, and that the same is subject to the provisions of the City Charter and the City Code of Ordinances, and that the same is subject to the provisions of the City Charter and the City Code of Ordinances, and that the same is subject to the provisions of the City Charter and the City Code of Ordinances.

**OWNER DEDICATION**  
 STATE OF TEXAS  
 COUNTY OF ROCKWALL

**STATE OF TEXAS**  
 COUNTY OF ROCKWALL

**OWNER DEDICATION**  
 STATE OF TEXAS  
 COUNTY OF ROCKWALL

**OWNER DEDICATION**  
 STATE OF TEXAS  
 COUNTY OF ROCKWALL

**OWNER DEDICATION**  
 STATE OF TEXAS  
 COUNTY OF ROCKWALL

**BEFORD GROUP, INC.**  
 143.765 SQ. FT.  
 3.301 ACRES - 2 LOTS ZONE C-COMMERIAL  
 BEING A REPARCEL OF LOTS 3, 5 & 6  
 BLOCK A, NEWMAN CENTER ADDITION  
 1437 DELOS PARKWAY, SUITE 1300  
 DALLAS, TEXAS 75248-2188 (972) 272-0200

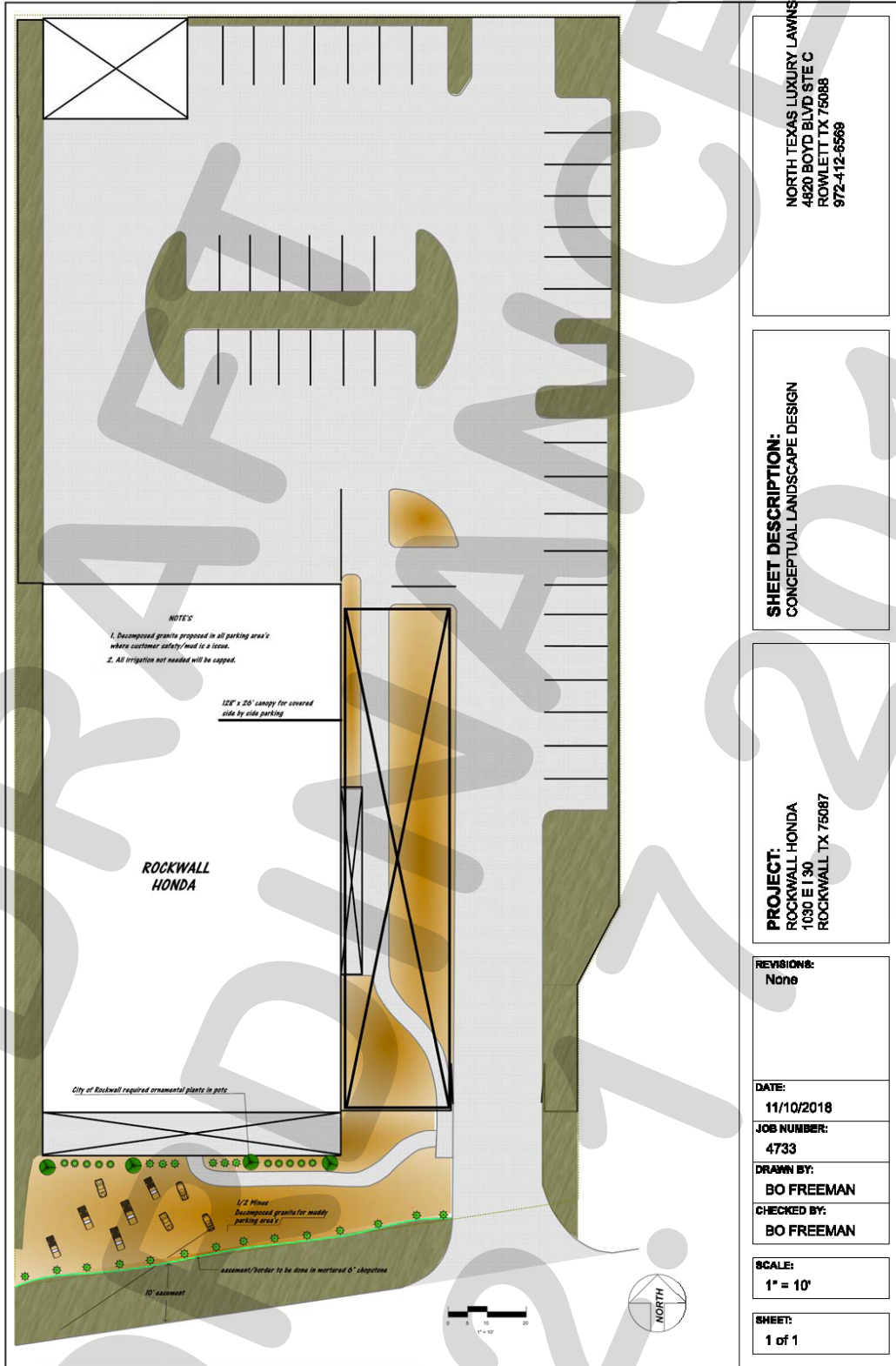
**BEFORD GROUP, INC.**  
 143.765 SQ. FT.  
 3.301 ACRES - 2 LOTS ZONE C-COMMERIAL  
 BEING A REPARCEL OF LOTS 3, 5 & 6  
 BLOCK A, NEWMAN CENTER ADDITION  
 1437 DELOS PARKWAY, SUITE 1300  
 DALLAS, TEXAS 75248-2188 (972) 272-0200

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Exhibit 'C': Concept Plan







Rockwall Honda Yamaha  
con-oct-003-18 by: YH 10.04.18

rendering



CITY OF ROCKWALL

ORDINANCE NO. 19-01

SPECIFIC USE PERMIT NO. S-199

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO AMEND SPECIFIC USE PERMIT NO. S-76 [ORDINANCE NO. 10-26], WHICH ALLOWS FOR A MOTORCYCLE DEALERSHIP WITH ACCESSORY BOAT AND TRAILER SALES ON A 1.152-ACRE PARCEL OF LAND IDENTIFIED AS LOT 6, BLOCK A, NEWMAN CENTER #1 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a request has been made by Michael Worrell of Rockwall Honda for the purpose of amending Specific Use Permit (SUP) No. S-76 [*Ordinance No. 10-26*], which allows for a *Motorcycle Dealership with Accessory Boat and Trailer Sales* on a 1.152-acre parcel of land identified as Lot 6, Block A, Newman Center #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, located within the IH-30 Overlay (IH-30 OV) District, and more specifically depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that Specific Use Permit (SUP) No. S-131 [*Ordinance No. 15-05*] and the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall should be amended as follows:

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

**SECTION 1.** That the enactment of this Specific Use Permit (SUP) ordinance shall supersede all requirements stipulated in *Ordinance No. 10-26*;

**SECTION 2.** That Specific Use Permit (SUP) No. S-76 [*Ordinance No. 10-26*] and the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant an amendment to Specific Use Permit (SUP) No. S-76 [*Ordinance No. 10-26*] allowing for a *Motorcycle Dealership with Accessory Boat and Trailer Sales* within a Commercial (C) District as stipulated by Article IV, *Permissible Uses*, of the Unified Development Code [*Ordinance No. 04-38*] on the *Subject Property*;

**SECTION 3.** That the *Subject Property* shall be developed and/or used only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance and as stipulated by Section 2.1.8, *Auto and Marine-Related Use Conditions*, of Article IV, *Permissible Uses*; Section 4.1, *General Commercial District Standards*; Section 4.5, *Commercial (C) District*, of Article V, *District Development Standards*; Section 6.6, *IH-30 Overlay (IH-30 OV) District* of the Unified Development Code [*Ordinance No. 04-38*] as

heretofore amended, as amended herein by granting of this zoning change, and as may be amended in the future, and shall be subject to the additional following operational conditions and compliance standards:

### 3.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of an existing *Motorcycle Dealership with Accessory Boat and Trailer Sales* on the *subject property* and conformance to these operation conditions are required for continued operations:

- 1) The outside display of motorcycles and boats shall be limited to the areas depicted in *Exhibit 'C'* of this ordinance. The display areas may be constructed of decomposed granite and shall not be used for public parking spaces.
- 2) The sale of used boats and trailers is prohibited.
- 3) The subject property shall maintain a minimum of 15% landscaped area including ten (10) foot landscape buffer along the front of the subject property adjacent to IH-30. In addition, the outside display areas may be counted against the 15% if they are constructed with decomposed granite of a similar hardscape material and incorporate trees and shrubs to soften the impact of the areas.
- 4) The outside storage of equipment, parts and/or inventory is prohibited, except inventory as depicted in *Exhibit 'C'* of this ordinance.
- 5) All work shall be performed within an enclosed building.
- 6) The installation of canopy/shade structures for this site shall be allowed only in the areas depicted in *Exhibit 'C'* & *Exhibit 'D'* of this ordinance. All canopy/shade structures shall be comparable in materials, color, and size.
- 7) The operation of this site shall conform to all federal, state and local standards and comply with the requirements of Section 3.2, *Compliance Standards*, of this ordinance.

### 3.2 COMPLIANCE

Approval of this ordinance in accordance with Section 8.3, *Council Approval or Denial*, of Article II, *Authority and Administrative Procedures*, of the Unified Development Code (UDC) will require compliance to the following:

- 1) Should any business or establishment operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outline in the Unified Development Code (UDC), the City Council may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Section 4.4.(3) of Article IV, *Permissible Uses*, of the Unified Development Code (UDC).

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

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

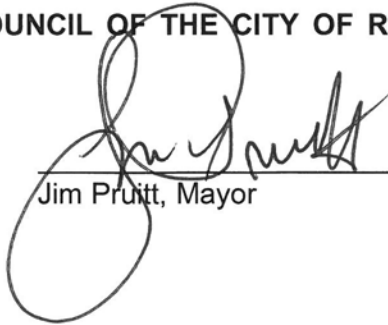
**SECTION 6.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed

the sum of *TWO THOUSAND DOLLARS* (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 7.** If any section of provision of this ordinance or the application of that section or provision to any person, firm, cooperation, 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 to 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 8.** That this ordinance shall take effect immediately from and after its passage.

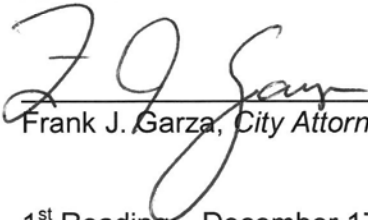
**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 7<sup>TH</sup> DAY OF JANUARY, 2019.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



1<sup>st</sup> Reading: December 17, 2018

2<sup>nd</sup> Reading: January 7, 2019



# Exhibit 'A': Boundary Description

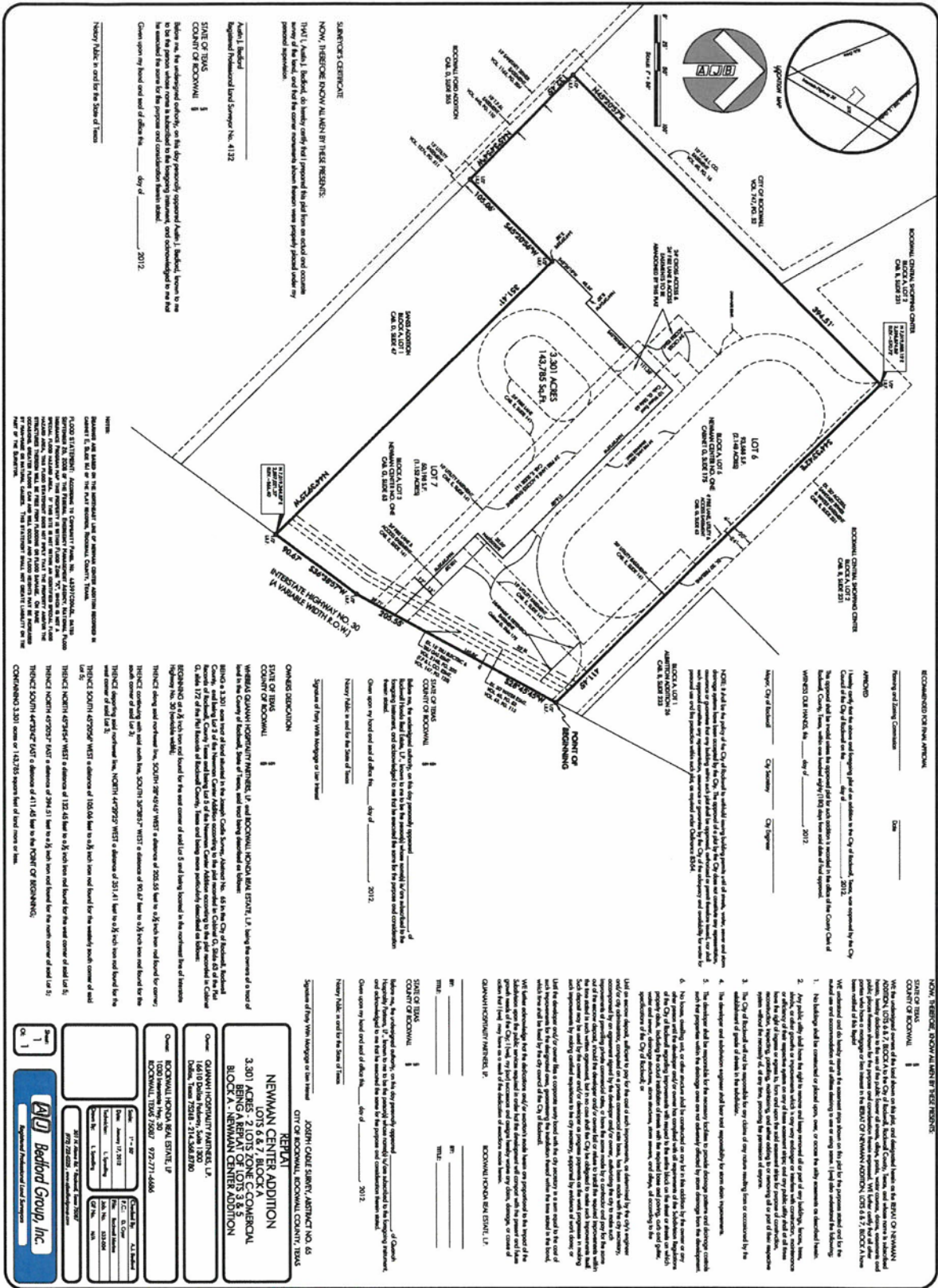
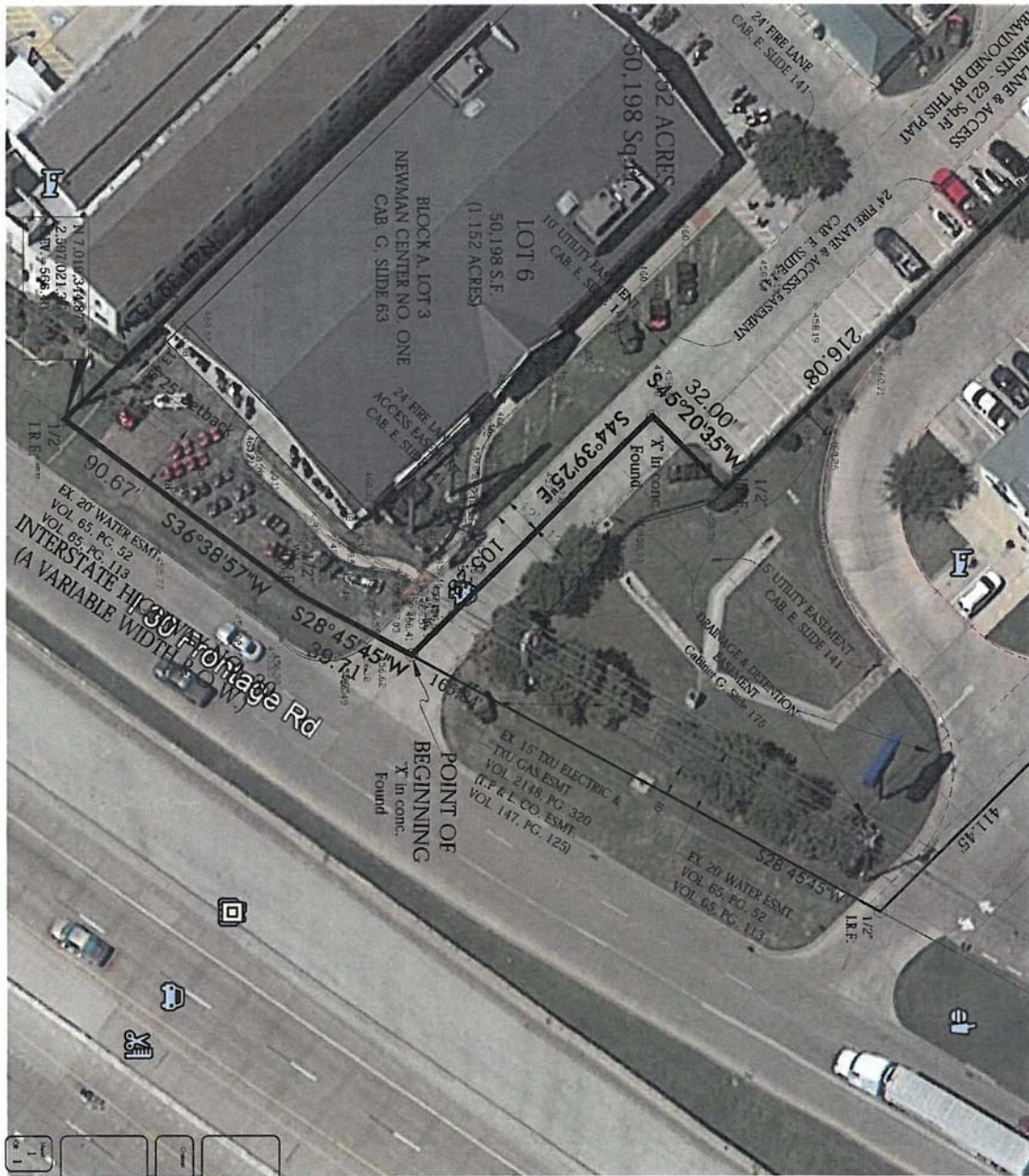


Exhibit 'B': Aerial Description

NOVALL 11/20/2018 10:24:18 AM Layout: 10/26/2018 9:47:56 AM



JOSEPH CALLE SMITH, ABSTRACT NO. 66  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

**EXHIBIT**  
NEWMAN CENTER ADDITION  
LOTS 6, BLOCK A  
1.152 ACRES - 1 LOT ZONE C COMMERCIAL

ROCKWALL MOBILE HOME CENTER, LP  
ROCKWALL, TEXAS 75087 972-771-6666

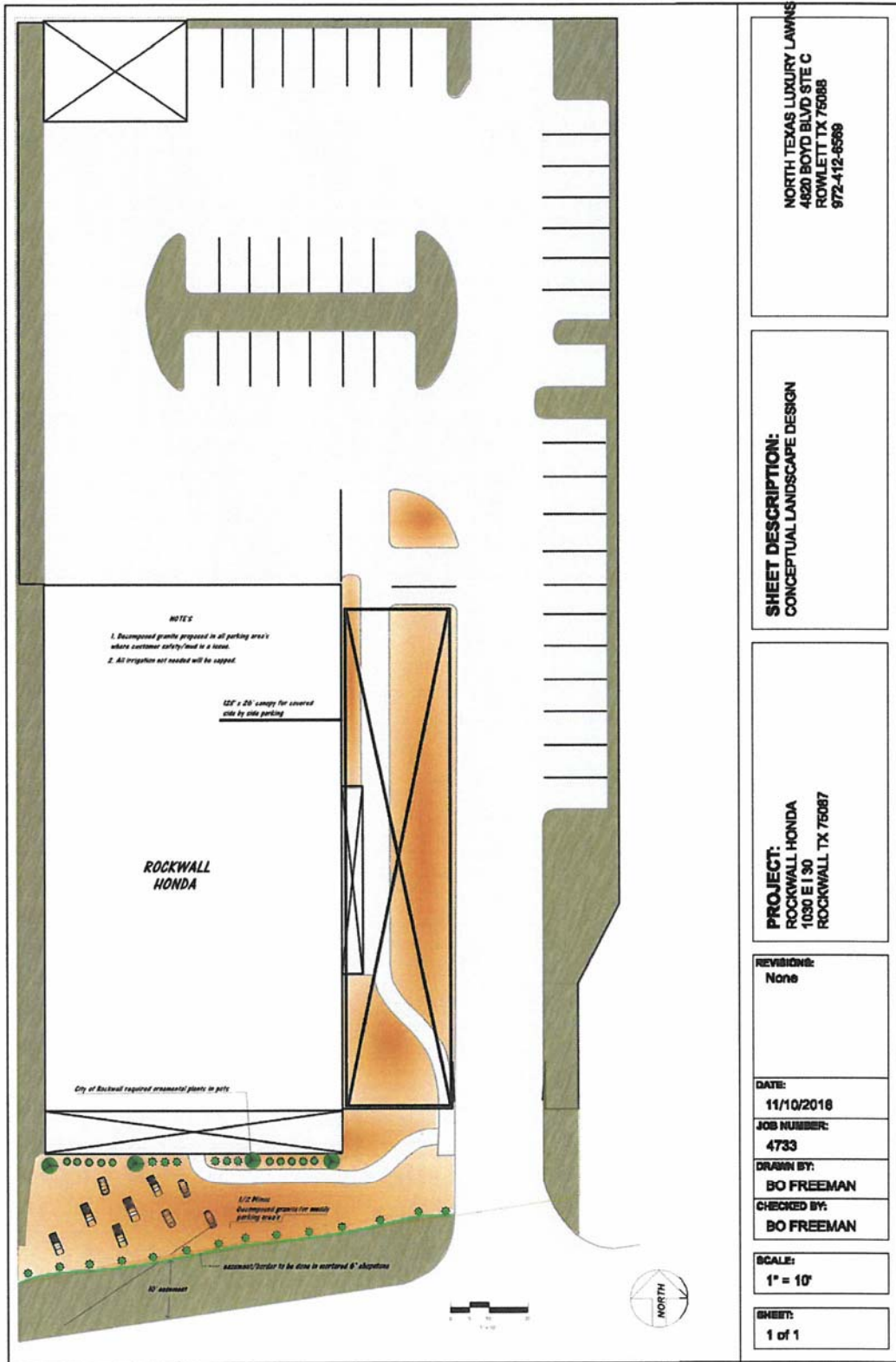
Acres	1.152	Created	11/20/2018
Owner	NEWMAN CENTER ADDITION	Created	11/20/2018
Legal Description	LOT 6, BLOCK A, NEWMAN CENTER ADDITION	Created	11/20/2018
Area	1.152	Created	11/20/2018

307 W. UNIVERSITY BLVD., SUITE 200  
ROCKWALL, TEXAS 75087

**Bedford Group, Inc.**  
Regional Franchise Field Consultant  
10/26/2018 9:47:56 AM



Exhibit 'C': Concept Plan



**NORTH TEXAS LUXURY LAWNS**  
 4820 BOYD BLVD SITE C  
 ROWLETT TX 75088  
 972-412-6599

**SHEET DESCRIPTION:**  
 CONCEPTUAL LANDSCAPE DESIGN

**PROJECT:**  
 ROCKWALL HONDA  
 1030 E I 30  
 ROCKWALL TX 75087

**REVISIONS:**  
 None

**DATE:**  
 11/10/2016

**JOB NUMBER:**  
 4733

**DRAWN BY:**  
 BO FREEMAN

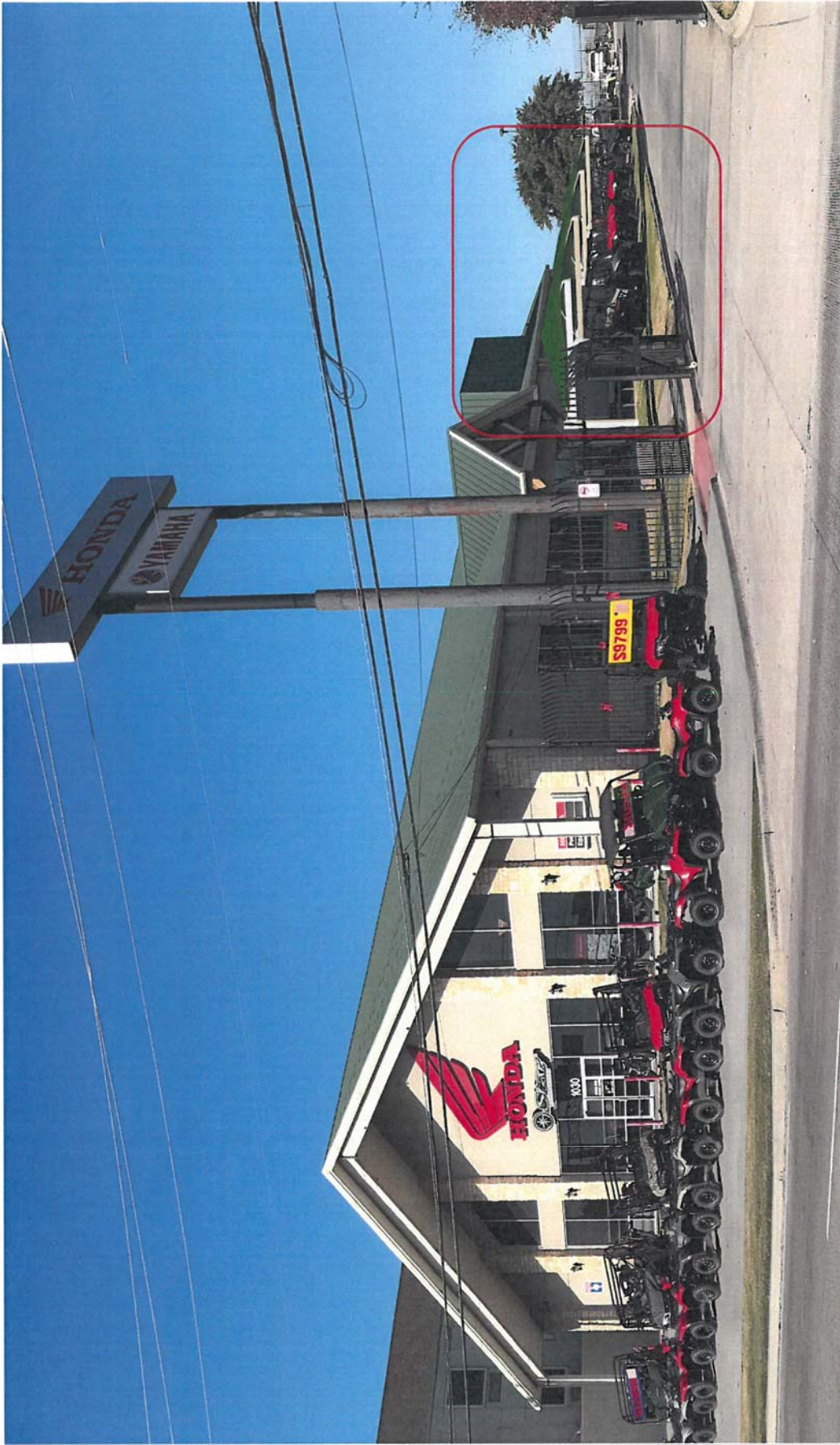
**CHECKED BY:**  
 BO FREEMAN

**SCALE:**  
 1" = 10'

**SHEET:**  
 1 of 1



Exhibit 'D': Canopy Shade Plan



rendering

Rockwall Honda Yamaha  
con-oct-003-18 by: YH 10.04.18



USASHADE  
& Fabric Structures



January 30, 2019

**ATTN: MICHAEL WORRELL**  
1030 E INTERSTATE 30,  
ROCKWALL, TX 75087

**RE: SUP ZONING (Z2018-043), Amendment to SUP #S-76**

Dear Applicant:

This letter serves to notify you that the above referenced case that you submitted before the City of Rockwall was approved by City Council on 01/07/2019 via Ordinance No. 19-01. The following is a record of all recommendations, voting records and conditions of approval:

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

*At their regularly scheduled meeting on October 9, 2018, the Planning and Zoning Commission approved a motion to continue the public hearing for Case No. Z2018-043 to the October 30, 2018 meeting. The motion was approved by a vote of 6-0, with Commissioner Fishman absent.*

*On October 30, 2018, the Planning and Zoning Commission approved a motion to accept the applicant's withdraw of the application due to the inability of the applicant to postpone the public hearing for a second time. A subsequent postponement would exceed the 30 day time limitation for postponing public hearings; therefore a new application would be required.*

*On November 16, 2018, a subsequent application was submitted by the applicant for a SUP. On December 11, 2018, the Planning and Zoning Commission's motion to approve the SUP with staff conditions passed by a vote of 6 to 0 with Commissioner Moeller absent.*

**CITY COUNCIL:**

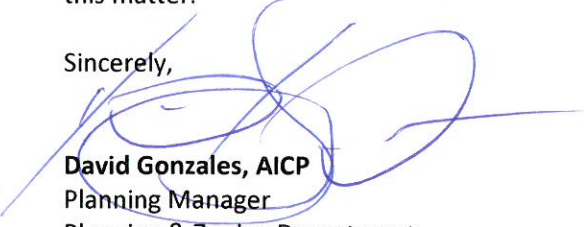
*On October 15, 2018, the City Council's motion to postpone the public hearing to the November 5, 2018 meeting passed by a vote of 7 to 0.*

*On December 17, 2018, the City Council's motion to approve an amendment to SUP No. S-76 (Ordinance No. 10-26) with staff conditions passed by a vote of 7 to 0 [1st Reading].*

*On January 7, 2019, the City Council's motion to approve an amendment to SUP No. S-76 (Ordinance No. 10-26) with staff conditions passed by a vote of 7 to 0 [2nd Reading].*

Please contact the City of Rockwall Planning staff at (972) 771-7745 with any questions or concerns regarding this matter.

Sincerely,

  
**David Gonzales, AICP**  
Planning Manager  
Planning & Zoning Department  
City of Rockwall, TX