

## ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, October 04, 2021 - 5:00 PM

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

**I. Call Public Meeting to Order**

**II. Executive Session.**

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

1. Discussion regarding ballot nominations associated with elections to the Rockwall Central Appraisal District (CAD) Board of Directors pursuant to Section 551.074 (personnel matters)
2. Discussion regarding possible sale/purchase/lease of real property off of John King Blvd pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).

**III. Adjourn Executive Session**

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

**V. Invocation and Pledge of Allegiance - Councilmember Daniels**

**VI. Proclamations / Awards / Recognitions**

1. Presentation of Certificate of Merit Awards to: Rockwall Police Department  
Officer Chris Cleveland  
Detective Craig Goff  
Officer Ryan Jaurequi  
Sergeant Paul Johnson  
Officer Cameron Parker
2. Building Officials Association of Texas' (BOAT) Recognition of Rockwall Building Official, Jeffrey Widmer
3. Fire Prevention Month

**VII. Open Forum**

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

**VIII. Take any Action as a Result of Executive Session**

**IX. Consent Agenda**

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

1. Consider approval of amended minutes from the September 7, 2021 regular city council meeting, and take any action necessary.

2. Consider approval of the minutes from the September 20, 2021 regular city council meeting, and take any action necessary.
3. **Z2021-037** - Consider a request by James Best for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for an accessory building on a 2.60-acre parcel of land identified as Lot 1, Block A, Best Estate Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, addressed as 54 Shadydale Lane, and take any action necessary **(2nd Reading)**.
4. **A2021-006** - Consider a request by Pat Atkins on behalf of Betty Thompson for the approval of an **ordinance** for the annexation of 6.70-acre tract of land identified as Tract 1-1 of the P. B. Harrison Survey, Abstract No. 97, Rockwall County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), contiguous to the existing corporate limits of the City of Rockwall, addressed as 911 E. FM-552, and take any action necessary **(2nd Reading)**
5. **P2021-047** - Consider a request by ClayMoore Engineering on behalf of the Rockwall Central Appraisal District (RCAD) for the approval of a *Replat* for Lot 2, Block A, Lofland Industrial Park Addition being a 1.707-acre parcel of land identified as Lot 1A-R, Block A, Lofland Industrial Park Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, addressed as 841 Justin Road, and take any action necessary.
6. **P2021-048** - Consider a request by Jeremy Epton for the approval of a *Replat* for Lots 2, 3, & 4, Block A, Epton Addition being a 4.95-acre parcel of land identified as Lot 1, Block A, Epton Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 1 (SF-1) District, addressed as 2075 Airport Road, and take any action necessary.
7. Consider awarding contracts for the build out of the new Police South Office at the Tech Park to include, remodel, data center, access control and security system and authorizing the City Manager to execute contracts totaling \$660,050 to be funded out of General Fund Reserves, Police Seized Fund and Tenant Finish-out Allowance, and take any action necessary.
8. Consider awarding a bid to Professional Turf Products and authorizing the City Manager to execute a Purchase Order for a new Toro Workman and Top Dresser in the amount of \$48,910.49 to be funded out of the General Fund Reserves, and take any action necessary.
9. Consider awarding a bid to Control Specialist Services and authorizing the City Manager to execute a Contract for Repairs to the In-Lake Pumps and Lines feeding water to the Harbor Waterfall feature in the amount of \$74,422 to be funded out of the Recreation Development Fund, and take any action necessary.
10. Consider approval of the Engineering Services Agreement with Birkhoff, Hendricks, and Carter, L.L.P. to provide general engineering services for water and wastewater improvements to the City, and take any action necessary.
11. Consider approval of the Engineering Services Agreement with Cardinal Strategies LLC to provide general engineering services for the preparation and review of all flood and detention studies submitted to the City, and take any action necessary.
12. Consider approval of the Engineering Services Agreement with Binkley & Barfield, Inc. to provide general engineering services for the preparation and review of all traffic impact analysis submitted to the City, and take any action necessary.
13. Consider authorizing the City Manager to execute a contract between the City of Rockwall and STAR Transit for transportation services for fiscal year 2022 in the amount of \$108,900 to be funded by the Administration Department Operating Budget, and take any action necessary.
14. Consider authorizing the City Manager to execute a contract with Meals on Wheels Senior Services for certain nutritional and senior service programs for fiscal year 2022 in the amount of \$45,000 to be funded from the Administration Department Operating Budget, and take any action necessary.
15. Consider authorizing the City Manager to execute a contract with the Texas Department of Transportation Aviation Division for participation in the Routine Airport Maintenance Program (RAMP) at the Ralph M. Hall / Rockwall Municipal Airport, with matching funds for the grant to be provided by the Airport Operating Budget, and take any action necessary.

**X. Appointment Items**

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

#### **XI. Public Hearing Items**

*If you would like to speak regarding an item listed below, please turn in a (yellow) "Request to Address City Council" form to the City Secretary either before the meeting or as you approach the podium. The Mayor or Mayor Pro Tem will call upon you to come forth at the proper time. Please limit your comments to no more than three minutes.*

1. **Z2021-032** - Hold a public hearing to discuss and consider a request by Sam Moore of Main & Main on behalf of Jason Claunch of 7.1 Ridge LLC for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for *Restaurant with Less Than 2,000 SF with a Drive-Through or Drive-In* for the purpose of constructing a restaurant (*i.e. Dutch Bros. Coffee*) on a 0.57-acre portion of a larger 8.583-acre parcel of land identified as Lot 1, Block A, Sky Ridge Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within Scenic Overlay (SOV) District, generally located southeast of the intersection of Ridge Road [FM-740] and W. Yellow Jacket Lane, and take any action necessary **(1st Reading)**.
2. **Z2021-036** - Hold a public hearing to discuss and consider a request by Adam Shiffer of the Skorburg Company on behalf of Gordon C. Fogg for the approval of an **ordinance** for a *Zoning Change* to amend Planned Development District 91 (PD-91) [*Ordinance No. 21-36*] to incorporate a 20.00-acre tract of land identified as Tracts 22-04 & 22-05 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 505 Clem Road, and take any action necessary **(1st Reading)**.

#### **XII. Action Items**

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

1. Discuss and consider approval of a resolution providing for the submission of names to the Rockwall Central Appraisal District (CAD) for nominations to the Board of Directors, and take any action necessary.
2. Discuss and consider the Hotel Tax Subcommittee recommendations for funding allocations in fiscal year 2022, including authorizing the City Manager to execute associated funding agreements, and take any action necessary.
3. Discuss and consider approval of a resolution supporting the Rockwall County Transportation Road Improvement (Bond) Program ("TRIP '21"), and take any action necessary.

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

1. Building Inspections Monthly Report - August 2021
2. Fire Department Monthly Report - August 2021
3. IT / Technology Department - Recent Activities Report
4. Parks & Recreation Department Monthly Report - August 2021
5. Police Department Monthly Report - August 2021
6. Sales Tax Historical Comparison
7. Water Consumption Historical Statistics

#### **XIV. Executive Session.**

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

1. Discussion regarding ballot nominations associated with elections to the Rockwall Central Appraisal District (CAD) Board of Directors pursuant to Section 551.074 (personnel matters)
2. Discussion regarding possible sale/purchase/lease of real property off of John King Blvd pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).

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

**XVI. Adjournment**

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

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

I, Kristy Cole, City Secretary for the City of Rockwall, Texas, do hereby certify that this Agenda was posted at City Hall, in a place readily accessible to the general public at all times, on the 1st day of October, 2021 at 4:00 p.m. and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

\_\_\_\_\_  
Kristy Cole, City Secretary  
or Margaret Delaney, Asst. to the City Sect.

\_\_\_\_\_  
Date Removed

## Synopsis for Certificate of Merit Awards

On July 3<sup>rd</sup>, 2021, at approximately 11:15am, several officers were working the Independence Day Parade along T.L. Townsend Drive. An individual who had arrived to drive a vintage tractor in the parade was disrupting the proceedings and causing a disturbance using profanity and obscene gestures with other participants and spectators. Her actions and erratic behavior led parade officials to expel her from participating in the parade. However, the suspect disregarded the directive and drove the tractor into the parade route behind the last participant and further disregarded the lawful orders of Officer Chris Cleveland to not enter the parade.

Officers stationed near T.L. Townsend Blvd and Justin Rd attempted again to have her exit the parade. Once again, the suspect refused to stop, drove around several officers on foot and in squad cars, and began evading on her tractor. Sgt. Paul Johnson coordinated the various police units involved in the incident while Officer Cleveland positioned his vehicle in front of the suspect's tractor in an attempt to stop her. At the same time, Officer Cameron Parker and Detective Craig Goff pursued the suspect by running on foot. Instead of stopping, the suspect veered off the road into a construction fence where her tractor became disabled.

Officer Parker and Detective Goff along with Officer Ryan Jaurequi were able to gain safe control of the suspect and she was transported to jail and charged with several offenses arising out of the incident. The quick and decisive actions by these officers helped bring a safe ending to a very dynamic incident that was an immediate threat to the public. The incident posed a high degree of risk and danger to the officer's personal safety and all involved acted in with the highest degree of professionalism and service. For their actions, these five officers are being conferred the Certificate of Merit.



## MEMORANDUM

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**TO:** Mary Smith, City Manager  
**CC:** Honorable Mayor and City Council  
**FROM:** Kristy Cole, City Secretary / Asst. to the City Mgr.  
**DATE:** October 4, 2021  
**SUBJECT:** RECOGNITION OF JEFFREY WIDMER

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### Attachments

#### Summary/Background Information

Representatives from the Building Officials Association of TX (BOAT) will be present at Monday's city council meeting to (1) recognize Mr. Widmer for his years of service as 'Past President' of BOAT and (2) to honor him as "Building Official of the Year."

#### Action Needed

N/A

Rockwall,  Texas  
**Proclamation**

*Whereas*, the City of Rockwall is committed to ensuring the safety and security of all those living in and visiting Rockwall; and

*Whereas*, fire is a serious public safety concern, both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

*Whereas*, home fires killed more than 2,770 people in the U.S. in 2019, according to the National Fire Protection Association, and fire departments in the U.S. responded to 339,500 home fires; and

*Whereas*, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely, and working smoke alarms cut the risk of dying in reported home fires in half; and

*Whereas*, residents should ensure everyone in the home understands smoke alarms and knows how to respond, and every home should have a planned, practiced home fire escape plan; and

*Whereas*, the 2021 Fire Prevention theme, “**Learn the Sounds of Fire Safety,**” effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide detectors and make sure that such alarms meet the needs of all family members, including those with sensory or physical disabilities.

*Now, Therefore* I, Kevin Fowler, Mayor of the City of Rockwall do hereby proclaim **October 2021** as

**FIRE PREVENTION MONTH**

in the City of Rockwall and urge all residents to practice fire safety by checking their alarms, having practiced plans in place, and supporting the public safety activities and efforts of the Rockwall Fire Department during Fire Prevention Month 2021.

*In Witness Whereof*, I hereunto set my hand and seal this 4<sup>th</sup> day of October 2021.

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Kevin Fowler, Mayor



## MEMORANDUM

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**TO:** Mary Smith, City Manager

**CC:** Honorable Mayor and City Council

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

**DATE:** October 4, 2021

**SUBJECT:** AMENDED MINUTES - TUES., 09/07/21 CC MTG.

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### Attachments

9/7/21 CC Mtg Minutes (Amended)

### Summary/Background Information

At the Sept. 20th meeting, Council approved a set of minutes from the Tues., Sept. 7 city council meeting; however the verbiage associated with Action Item #1 was inadvertently and notably incomplete. Also, the ordinance captions under "Consent" were missing. I have since completed the section associated with Action Item #1 and have inserted the missing ordinance captions under "Consent Agenda." I am placing these back on the 10/04/21 Consent Agenda for Council to take action to approve the amended set of minutes.

### Action Needed

Council is asked to approve the amended set of minutes from the 9/7/21 cc mtg.



**ROCKWALL CITY COUNCIL REGULAR MEETING**

**Tuesday, September 07, 2021 - 5:00 PM**

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

**I. CALL PUBLIC MEETING TO ORDER**

Mayor Fowler called the meeting to order at 5:00 p.m. Present were Mayor Kevin Fowler, Mayor Pro Tem John Hohenshelt and Council Members Clarence Jorif, Dana Macalik, Trace Johannesen, Bennie Daniels and Anna Campbell. Also present were City Manager Mary Smith and Assistant City Manager Joey Boyd. City legal counsel, Patrick Lindner attended the meeting in place of City Attorney, Frank Garza. Mayor Fowler read the below listed discussion items into the record before recessing meeting to go into Executive Session at 5:01 p.m.

**II. EXECUTIVE SESSION.**

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

1. Discussion regarding the RCH Water Supply and Blackland Water Supply Corporation (WSC) contracts, pursuant to Section §551.071 (Consultation with Attorney).
2. Discussion regarding countywide ambulance services contract, pursuant to §551.071 (Consultation with Attorney).

**III. ADJOURN EXECUTIVE SESSION**

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

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

**Mayor Fowler reconvened the public meeting at 6:00 p.m. with all seven council members present.**

**V. INVOCATION AND PLEDGE OF ALLEGIANCE - MAYOR KEVIN FOWLER**

**Mayor Fowler delivered the invocation and led the Pledge of Allegiance.**

**VI. PROCLAMATIONS / AWARDS / RECOGNITIONS**

1. Presentation of Citizen Life Saving Awards to: Rockwall Police Department  
Officer Mitchell Attaway - Life Saving Award  
Officer Simon Comerford - Life Saving Award  
Officer Curtis Sasson - Life Saving Award  
Sergeant Mike Watson - Life Saving Award  
Presentation of Police Commendation Award to: Rockwall Police Department  
Officer Aaron Raymond

**Police Chief Max Geron came forth with Mayor Fowler to present the above named awards to Rockwall police officers this evening for helping save the life of a woman who was recently attempting suicide at an IH-30 overpass bridge.**

2. Constitution Week

Mayor Fowler called for Marilyn King and a fellow member of the Daughters of the American Revolution (DAR). He then read and presented them with this proclamation. Each of the ladies briefly spoke about the DAR organization and about the U.S. Constitution, encouraging everyone to recognize Constitution Week and be sure to read the Declaration of Independence and the U.S. Constitution this month. They also recognized three veterans on the City Council – Councilmember Johannesen (U.S. Marines); Councilmember Jorif (U.S. Army); and Mayor Pro Tem Hohenshelt (U.S. Army) – recognizing and thanking them for their service to our country.

3. Hispanic Heritage Month

Mayor Fowler called forth Alma Ramirez, president of the Rockwall LULAC organization. He then read and presented her and her comrades with this proclamation. A member of the Rockwall Hispanic Republicans Club also briefly spoke, thanking various individuals for their contributions to the local community and thanking the City Council for presenting this proclamation this evening.

VII. OPEN FORUM

Mayor Fowler explained how Open Forum is conducted, asking if anyone would like to come forth and speak at this time.

Stan Jeffus  
2606 Cypress Drive  
Rockwall, TX 75087

Mr. Jeffus came forth and reminded Council that he was here at a city council meeting a couple of months back to share concerns about drainage-related issues that he and his neighbors have been experiencing in the Ridgecrest subdivision where they live. Mr. Jeffus went on to provide a lengthy presentation and speak in great detail about drainage-related concerns and the developer of his neighborhood.

David Wrightson  
5803 Yacht Club Drive  
Rockwall, TX 75032

Mr. Wrightson came forth and indicated that he lives in the Chandler’s Landing subdivision. He has great concerns about Suntex Marina’s proposal to reconstruct some of the boat docks and drastically change the view that residents of Chandler’s Landing have enjoyed for years at the Yacht Club. He stressed that the view of the lake is very important, and he implored the City Council to do whatever it can possibly do to stop the proposed changes to the docks.

Christopher Curry  
314 Prairie View Road  
Rockwall, TX

Mr. Curry came forth and shared that he too has concerns about drainage problems within the Ridgecrest subdivision, as previously expressed by Mr. Jeffus. He shared that when he lived in the Stonecreek subdivision (also developed by “Skorburg”), there were also very similar drainage-related

problems. He expressed extreme dissatisfaction with the Skorburg developer and his lack of attention to drainage within the subdivisions he builds.

Tiki Sherman  
702 Laurence Drive  
Heath, TX 75032

Mrs. Sherman came forth and shared that she came to the Rockwall area to live about twenty years ago; however, she does not live within the Chandler's Landing subdivision – yet. She did, however, move to this area because of the sailing-related opportunities on Lake Ray Hubbard. She went on to explain that she and her husband are avid sailors and lovers of the sailing sport and sailing-related competitions. She and her husband and family recently chose to celebrate an important birthday at Chandler's Landing so that they could enjoy the view of both the sailboats and the lake, which are both very important to them.

Chip Imrie  
323 Harbor Landing Drive  
Rockwall, TX 75032

Mr. Imrie came forth and shared that he has lived in the Chandler's Landing subdivision for the last twenty-three years. He pointed out that Suntex has not contacted the Chandler's Landing Homeowner's Association or any of the residents within the neighborhood in an attempt to talk thru what they are proposing to do with reconstruction of the boat docks. Suntex is not a 'good neighbor,' they are trying to "cram this down our throats" (the boat dock changes), and he encouraged the City Council to protect the interests of the residents of Chandler's Landing and their \$4 million dollar investment with the best view on any lake in the DFW area.

Bob Wacker  
309 Featherstone Drive  
Rockwall, TX

Mr. Wacker came forth and briefly spoke about drainage, the Skorburg developer and retention and detention ponds. He explained that there have been issues with these types of ponds within the Stonecreek subdivision too. His subdivision's detention pond (in Stonecreek) stays wet, has a very slight slope, and he wonders if it was poorly designed. He wonders if there is more the city can do and perhaps not put the entire burden on a subdivision's HOA 'after the fact.'

Roy Kuipers  
333 Yacht Club Drive  
Rockwall, TX 75032

Mr. Kuipers came forth and shared that he is a long-term resident of Chandler's Landing (35 years). He shared that he and his neighbors are strongly opposed to Suntex Marina's proposed changes to the existing boat docks at Chandler's. He especially has concerns about how the existing boat docks will negatively impact the current views that residents and Yacht Club visitors enjoy. He strongly urged the City Council to help preserve the Chandler's Landing community and the current tranquility, view and quality of life that residents enjoy.

Vicky Chesna  
5727 Cross  
Rockwall, TX (Chandler's Landing)

She explained she has lived in Chandler's Landing for the past 30 years but has lived in Rockwall since 1972. She is a realtor, and the lake is so important to our community. She has heard talk that some of the sailboats currently docked at Chandler's might move to Rowlett. She encouraged the Council to help keep the sailboats locally here in Rockwall and not give them to Rowlett.

Patrick Woods  
2601 Cypress Drive  
Rockwall, TX 75087  
(Ridgecrest Subdivision resident)

Mr. Woods came forth and spoke, indicating that something is wrong and 'out-of-the-ordinary' when it comes to the drainage related concerns in his neighborhood. He suggested that perhaps some of the residents might meet with city representatives regarding these concerns that have been expressed by residents living within his neighborhood.

Christy Hester  
405 Fox Hollow Drive  
Rockwall, TX

Mrs. Hester came forth and indicated that she lives in the Ridgecrest subdivision, and she is an attorney by profession. She indicated that even though the plans were signed off on, something is not right. There are currently 42 houses in the subdivision with a handful more being built. It would cost over \$1,000 per household if a special assessment were to be implemented to help fix the drainage problems within the Ridgecrest subdivision. She encouraged the city to set a private meeting with homeowners to try and help them get their concerns addressed related to the Skorburg developer and drainage related concerns.

Philomena Buxton  
5502 Yacht Club  
Rockwall, TX 75032

Ms. Buxton shared that she lives with her parents in Chandler's after getting laid off from her job in Houston due to COVID. She went on to express that she has a problem with Suntex indicating they will move forward with boat dock (re)construction later this month, but they have not even obtained any permits from the City of Dallas or the City of Rockwall. She explained that people in the Houston area lived in subdivisions with similar drainage problems as many residents have expressed this evening, and their homes had 3 feet of water in them during Hurricane Harvey. She urged the city to help do something to rectify the issues.

There being no one else indicating a desire to speak, Mayor Fowler then closed Open Forum.

VIII. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

**Mayor Pro Tem Hohenshelt moved to authorize the city manager to negotiate an amendment to the current water contract with Blackland Water Supply Corporation. Councilmember Daniels seconded the motion, which passed by a vote of 7 ayes to 0 nays.**

IX. CONSENT AGENDA

1. Consider approval of the minutes from the August 16, 2021 regular city council meeting, and take any action necessary.
2. Consider approval of the minutes from the August 24, 2021 Special City Council (Budget Work Session) meeting, and take any action necessary.
3. **Z2021-028** - Consider approval of an **ordinance** for a Text Amendment to Section 10, *Fee Schedule*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] for the purpose of creating a *Non-Compliant Structure* application fee for Specific Use Permit (SUP) applications **(2nd Reading)**.
4. **Z2021-029** - Consider a request by Ed Cavendish of Cavendish Homes for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.1465-acre parcel of land identified as Lot 28, Block A, Chandler’s Landing, Phase 20, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8) for single-family residential land uses, addressed as 104 Reliance Court, and take any action necessary **(2nd Reading)**.
5. **Z2021-030** - Consider a request by Ed Cavendish of Cavendish Homes for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.1637-acre parcel of land identified as Lot 12, Block A, Chandler’s Landing, Phase 20, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8) for single-family residential land uses, addressed as 118 Mischief Lane, and take any action necessary **(2nd Reading)**.
6. **Z2021-031** - Consider a request by Tino and Judy Liscano on behalf of Jeremy Lance Epton for the approval of an **ordinance** for a Zoning Change from an Agricultural (AG) District to a Single-Family 1 (SF-1) District for a 4.95-acre parcel of land identified as Lot 1, Block A, Epton Addition, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 2065 & 2075 Airport Road, and take any action necessary **(2nd Reading)**.
7. **P2021-045** - Consider a request by David Bond of Spiars Engineering on Andrew Melzer of Gingercrest Inc. for the approval of a Replat for Lot 8, Block 1, Meadowcreek Business Center, Phase 2 being a 8.240-acre tract of land identified as Lots 6 & 7, Block 1, Meadowcreek Business Center, Phase 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District and the SH-276 Overlay (SH-276 OV) District, addressed as 2301 S. Goliad Street, and take any action necessary.
8. **MIS2021-011** - Discuss and consider a request by Matt Waivering of the Rockwall Economic Development Corporation (REDC) for the approval of an Alternative Tree Mitigation Settlement Agreement for a 137.448-acre tract of land identified as Tracts 5 & 6 of the J. H. B. Jones Survey, Abstract No. 125, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the SH-276 (SH-276 OV) District, generally located at the northwest corner of the intersection of Springer Road and Rochelle Road, and take any action necessary.

**Mayor Pro Tem Hohenshelt moved to approve the entire Consent Agenda (#s 1, 2, 3, 4, 5, 6, 7 and 8). Councilmember Macalik seconded the motion. The ordinance captions were read as follows:**

**CITY OF ROCKWALL  
ORDINANCE NO. 21-39**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL,  
TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE**

**NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING SECTION 10, *FEE SCHEDULE*, OF ARTICLE 11, *DEVELOPMENT APPLICATIONS AND REVIEW PROCEDURES*, AS DEPCITED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**CITY OF ROCKWALL  
ORDINANCE NO. 21-40  
SPECIFIC USE PERMIT NO. S-254**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 8 (PD-8) AND THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR *RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION* TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.1465-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 28, BLOCK A, CHANDLER'S LANDING, PHASE 20, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**CITY OF ROCKWALL  
ORDINANCE NO. 21-41  
SPECIFIC USE PERMIT NO. S-255**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 8 (PD-8) AND THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR *RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION* TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.1637-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 12, BLOCK A, CHANDLER'S LANDING, PHASE 20, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**CITY OF ROCKWALL  
ORDINANCE NO. 21-42**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT**

**CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A CHANGE IN ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO A SINGLE-FAMILY 1 (SF-1) DISTRICT FOR A 4.95-ACRE PARCEL OF LAND IDENTIFIED AS LOT 1, BLOCK A, EPTON ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBITS 'A' & 'B' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

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

**X. APPOINTMENT ITEMS**

1. Appointment with the city's ART Commission Chairman to hear a presentation regarding a public art Painted Butterfly Art project and to consider authorizing associated funding in the amount of \$10,000 from the city's "Art in Public Places" funds, and take any action necessary.

**Chris Kosterman with the city's ART Commission came forth and briefed Council on this project and the associated funding request. Councilmember Macalik moved to approve the request for the \$10,000 for the Butterfly Art Project. Councilmember Campbell seconded the motion, which passed by a vote of 7 ayes to 0 nays.**

2. Appointment with representative(s) of Suntex RHCL Marina, LLC to hear plans for reconstruction of "H," "I," and "J" docks at the Chandler's Landing Marina, and take any action necessary.

**Michael Warntjes with Suntex came forth and provided a PowerPoint presentation to Council concerning the proposed changes to some of the existing boat docks at the Chandler's Landing Marina.**

**Councilmember Macalik clarified that Suntex is proposing to take the slips from 49 uncovered clips down to 36 uncovered boat slips (for sailboats). Councilmember Macalik and Mayor Fowler encouraged the Suntex representatives to meet with the Chandler's Landing neighborhood residents, at large, in order to talk thru the proposed changes to the boat docks and glean some input and support before asking the City Council to act upon the proposed changes.**

**Councilmember Campbell asked for and received some additional clarification on the proposed changes.**

**Mayor Fowler shared that the Council will not be taking any action this evening concerning this particular agenda item.**

**XI. PUBLIC HEARING ITEMS**

1. Hold a public hearing to receive comments regarding the Proposed FY2022 City of Rockwall Budget and tax rate, and take any action necessary.

**City Manager, Mary Smith, provided background information on this agenda item. She shared that the proposed budget reflects a proposed tax rate of .35 cents, which is .02 cents less than last year's. She went on to briefly highlight some of the items in the proposed, upcoming budget.**

Mayor Fowler asked if anyone would like to come forth and speak concerning this Public Hearing item.

Jenny Krueger  
805 Heath Street  
Rockwall, TX

Mrs. Krueger thanked Council for considering requested funding in the budget that will benefit the local Boys & Girls Club. She went on to explain the reasons behind the funding request and what, in general, the money will be utilized for.

Bob Wacker  
309 Featherstone  
Rockwall, TX

Mr. Wacker came forth and shared that citizens' tax dollars fund the Rockwall Economic Development Corporation (REDC), and he believes that there should be a lot more transparency associated with the REDC and its funding. Discussion ensued between Council and Mr. Wacker concerning REDC board meetings, what the REDC does, the services it provides to the community, and how it is funded (thru sales taxes). Mayor Pro Tem Hohenshelt challenged Mr. Wacker on some things he seemed to "insinuate" as part of his comments, and he encouraged Mr. Wacker to actually come and attend the REDC board meetings. Hohenshelt indicated that a portion of the meetings do involve private, 'Executive Session' discussions; however, a good portion of the REDC board meetings are open to the public, and anyone is welcome to attend.

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

Mayor Fowler made a motion to instruct the City Manager to move forward with advertising the .35 cent proposed tax rate for adoption at the September 20 city council meeting. Councilmember Jorif seconded the motion, which passed by a vote of 7 ayes to 0 nays.

## XII. ACTION ITEMS

1. Discuss and consider directing staff to initiate a text amendment to Article 04, *Permissible Uses*, of the Unified Development Code (UDC) for the purpose of changing the *Permissible Use Charts* to require a Specific Use Permit (SUP) for the *Urban Residential* land use in the Downtown (DT) District, and take any action necessary.

Planning Director, Ryan Miller provided background information pertaining to this agenda item. This change will take "Urban Residential" from a permitted 'by right' land use to an SUP. The changes will ensure that there is oversight, public hearings, and full council discretion when approving these types of developments moving forward. Modification to the definition of "Urban Residential" in the downtown district is also being proposed. It will also prohibit multifamily apartments in the downtown, but 'lofts above retail' and townhomes would be allowed (with public hearings being held and an approved SUP by Council). Discussion took place pertaining to the timing associated with these changes and any new development applications that may be received by the city between now and when these changes are enacted. Following additional discussion, no action was taken regarding this agenda item this evening.



2. Discuss and consider appointments to the city's Youth Advisory Council (YAC), and take any action necessary.

**City Secretary, Kristy Cole, explained that interviews were recently held with students who applied to serve on the 2021-2022 Rockwall Youth Advisory Council. Ms. Cole indicated that three students live in Fate, and one student lives in Heath. She has reached out to each of those cities to secure financial sponsorships (\$250/each) for those students, and she feels confident that those cities will financially support those few students. Following brief comments, Councilmember Campbell moved to reappoint the 8 returning YAC students and the four (4) new appointees, including the following:**

**Seniors: Mazie Johnson (Rockwall); Peyton Nielsen (Rockwall); Carissa Heimer (Rockwall); Rylee Braaten (Fate).**

**Juniors: Morgan Crosby (Rockwall); Jaxson Stuart (Rockwall); Marvin Villalobos (Rockwall); Karmen Fumey-Nassah (Fate) (new appointee)**

**Sophomores: Miriam Gamez (Fate); Maddoc Johnson (Rockwall) (new appointee); Emily Nielsen (Rockwall) (new appointee)**

**Freshmen: Keaton Steen (Heath) (new appointee)**

**Councilmember Daniels seconded the motion but asked if the appointments should be made contingent upon securing the financial sponsorships from Fate and Heath for their respective students. Councilmember Campbell amended her motion accordingly, and Daniels seconded the amended motion. The motion passed by a vote of 7 ayes to 0 nays.**

**XIII. CITY MANAGER'S REPORT, DEPARTMENTAL REPORTS AND RELATED DISCUSSIONS PERTAINING TO CURRENT CITY ACTIVITIES, UPCOMING MEETINGS, FUTURE LEGISLATIVE ACTIVITIES, AND OTHER RELATED MATTERS.**

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

**No discussion and no action took place related to departmental reports.**

**XIV. EXECUTIVE SESSION.**

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

1. Discussion regarding the RCH Water Supply and Blackland Water Supply Corporation (WSC) contracts, pursuant to Section §551.071 (Consultation with Attorney).
2. Discussion regarding countywide ambulance services contract, pursuant to §551.071 (Consultation with Attorney).

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

**Council did not reconvene in Executive Session following the close of the public meeting agenda.**

**XVI. ADJOURNMENT**

**Mayor Fowler adjourned the meeting at 8:12 p.m.**

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, ON THIS  
4<sup>th</sup> DAY OF OCTOBER, 2021.**

\_\_\_\_\_  
**KEVIN FOWLER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KRISTY COLE, CITY SECRETARY**

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**ROCKWALL CITY COUNCIL REGULAR MEETING**  
**Monday, September 20, 2021 - 5:00 PM**  
**City Hall Council Chambers - 385 Goliad St., Rockwall, TX 75087**

**I. CALL PUBLIC MEETING TO ORDER**

Mayor Fowler called the public meeting to order at 5:00 p.m. Present were Mayor Kevin Fowler, Mayor Pro Tem John Hohenshelt, and Councilmembers Clarence Jorif, Dana Macalik, and Bennie Daniels. Also present were City Manager Mary Smith, Assistant City Manager Joey Boyd and City Attorney Frank Garza. Councilmember Trace Johannesen was absent from the entirety of the meeting. Councilmember Anna Campbell was absent from the first portion of the meeting (from 5:00 p.m. to 7:49 p.m.); however, she joined the meeting after the recess (at 7:49 p.m.), as noted below.

**II. EXECUTIVE SESSION.**

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

1. Discussion regarding ballot nominations associated with elections to the Rockwall Central Appraisal District (CAD) Board of Directors pursuant to Section 551.074 (personnel matters)
2. Discussion regarding possible lease of real property in the vicinity of Rockwall Technology Park pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
3. Discussion regarding Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development).
4. **Pulled from public meeting agenda: Public Hearing Item #2: Z2021-033** - Hold a public hearing to discuss and consider a request by Robert Weinstein of WB Companies on behalf of Richard Chandler of HFS Management, Inc. for the approval of an **ordinance** for a Zoning Change amending Planned Development District 4 (PD-4) [*Ordinance No. 01-26*] to allow a *Mixed-Use Development (i.e. Apartments, Retail/Restaurant, and Office land uses)* on a 12.1148-acre tract of land identified as Tract 2 of the D. Atkins Survey, Abstract No. 1, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 4 (PD-4) for General Retail (GR) District land uses, situated within the Scenic Overlay (SOV) District, generally located in between Lakedale Drive and Becky Lane on the eastside of Ridge Road [*FM-740*], and take any action necessary (**1st Reading**).
5. **Pulled from public meeting agenda: Public Hearing Item #3: Z2021-034** - Hold a public hearing to discuss and consider a request by Maxwell Fisher of Masterplan on behalf of Saro Partners, LLC for the approval of an **ordinance** for a Zoning Change from an Agricultural (AG) District to a Light Industrial (LI) District for a 5.07-acre tract of land identified as Tract 2-06 of the D. Harr Survey, Abstract No. 102, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 Bypass Overlay (SH-205 BY-OV) District, located at the southeast corner of the intersection of John King Boulevard and Airport Road, and take any action necessary (**1st Reading**).
6. **Pulled from public meeting agenda: Public Hearing Item #4: Z2021-035** - Hold a public hearing to discuss and consider a request by Robert LaCroix and Brian Berry of BNSBS, L. P. on behalf of Bradley Gideon for the approval of an **ordinance** for a Zoning Change from an Agricultural (AG) District to a Neighborhood Services (NS) District for a 2.751-acre identified as Tract 1-04 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated

within the SH-205 By-Pass Overlay (SH-205 BY-OV) District, located at the southeast corner of the intersection of John King Boulevard and Quail Run Road, and take any action necessary **(1st Reading)**.

**III. ADJOURN EXECUTIVE SESSION**

**Council adjourned from Executive Session at 5:50 p.m.**

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

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

**V. INVOCATION AND PLEDGE OF ALLEGIANCE - COUNCILMEMBER TRACE JOHANNESSEN**

**In the absence of Councilmember Johannesen, Mayor Fowler delivered the invocation and led the Pledge of Allegiance.**

**VI. PROCLAMATIONS / AWARDS / RECOGNITIONS**

1. "Happy 25th Anniversary, Rockwall School of Music!" Day

**Mr. and Mrs. Russ Porter came forth, and Mayor Fowler read and presented them with this proclamation.**

**VII. OPEN FORUM**

**Mayor Fowler explained how Open Forum is conducted and asked if anyone would like to come forth and speak at this time.**

**Three young, minor children (about 10 years of age and younger) came forth and spoke in favor of a skate park being built in Rockwall.**

**Wade Hill  
4602 Chaha Road, Apt. 107  
Garland, TX 75043**

**Mr. Hill came forth and expressed that he is from Louisville, Kentucky, and when he lived there, they had to fight and battle in order to get a skate park constructed. He is over the age of 40, and he still skateboards and BMX bikes. He generally spoke in favor of a skate park being built within the City of Rockwall.**

**There being no one else wishing to come forth and speak, Mayor Fowler then closed Open Forum.**

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

**IX. CONSENT AGENDA**

1. Consider approval of the minutes from the September 7, 2021 regular city council meeting, and take any action necessary.
2. Consider authorizing a repair to Ladder Truck 2 in the amount not to exceed \$45,000 to Metro Fire Apparatus Specialists to be funded out of the General Fund, Fire Operations Vehicle Repair Budget, and take any action necessary.

3. Consider approval of a lease agreement with JBC Land and Cattle Company, LLC for office space in the Rockwall Technology Park, authorizing the City Manager to execute the contract on behalf of the City of Rockwall, and take any action necessary.
4. Consider authorizing the City Manager to execute an annual interlocal agreement with Rockwall County related to fire protection services, and take any action necessary.
5. Consider awarding a bid to Grass Kisser and authorizing the City Manager to execute a contract for Neighborhood Improvement Services forced mowing in the amount of \$33,000 to be funded out of the General Fund NIS Code Enforcement Budget, and take any action necessary.
6. Consider awarding bids to Caldwell Country Chevrolet, Rockdale Country Ford and Pursuit Safety, authorizing the City Manager to execute Purchase Orders for six new Police Pursuit SUV's and aftermarket vehicle equipment in the amount of \$382,890 to be funded out of the General Fund Police Patrol Budget and take any action necessary.

**Mayor Pro Tem Hohenshelt moved to approve the entire Consent Agenda (#s 1, 2, 3, 4, 5, and 6). Councilmember Jorif seconded the motion, which passed by a vote of 5 in favor with 2 absent (Johannesen and Campbell).**

**X. APPOINTMENT ITEMS**

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

**Eric Chodun, Chairman of the P&Z Commission, came forth and briefed Council on recommendations of the Commission relative to planning-related items on this evening's meeting agenda. Council took no action following Mr. Chodun's comments.**

2. Appointment with Heath resident, Paul Field to hear comments pertaining to a possible skate park, and take any action necessary.

**Paul Field  
153 Yorkshire Drive  
Heath, TX**

**Mr. Field came forth and shared that a lot of his advocates could not attend this evening due to "Open House" at local schools and other, out-of-town obligations. He went on to thank Council for previously listening to his desires to have a skate park constructed within the City of Rockwall. He is working with two, separate skate park design companies, and he has networked and/or spoken with many individuals, including (among others) county commissioners, the county judge, the city's Parks Director, and the Chairman of the city's Park Board. In addition, his and his comrades' efforts pertaining to a desired skate park have been featured in Blue Ribbon news and Channel 8 news, as well as on various social media sites. He expressed that, in general, he has heard large support from the various people with whom he has spoken, both online and in person.**

**He went on to share lengthy comments regarding his suggestion that the City consider recent designs that he had created by a professional design company for placement of a skate park on the back portion of the city's existing Yellowjacket Park. He generally urged the Council to consider agreeing to this proposed placement of a future skate park so that he can move**

forward with fundraising efforts, including applying for grant funding, to help try and fund construction of this proposed park.

Following Mr. Field's remarks, Mayor Fowler provided various comments, in part, pertaining to why the city's existing 'neighborhood parks' are not well suited for a skate park and why Mr. Field's proposal at Yellowjacket park is also not feasible / not well suited for a skate park (i.e. it takes away 'open space' that is intentionally present; that area at Yellowjacket Park is utilized for kids 'warming up' to play baseball at the adjacent fields; that area of the park holds a lot of water / is in a low area, and a detention pond would need to be added due to all of the concrete (which, there is not sufficient space for)). He went on to clarify how 'planning' associated with future parks and future park amenities is handled within the City of Rockwall.

Mr. Fields acknowledged that this will be a 'long process,' so that is all the more reason why he would like to get started on moving forward with plans related to this desired skate park.

Mayor Fowler shared that he is not opposed to a skate park, but he strongly encouraged Mr. Field and his team members to 'work within the process' in order to try and get things moving on this.

Council took no action pertaining to this agenda item.

#### XI. PUBLIC HEARING ITEMS

1. **Z2021-032** - Hold a public hearing to discuss and consider a request by Sam Moore of Main & Main on behalf of Jason Claunch of 7.1 Ridge LLC for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Restaurant with Less Than 2,000 SF with a Drive-Through or Drive-In* for the purpose of constructing a restaurant (i.e. *Dutch Bros. Coffee*) on a 0.57-acre portion of a larger 8.583-acre parcel of land identified as Lot 1, Block A, Sky Ridge Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within Scenic Overlay (SOV) District, generally located southeast of the intersection of Ridge Road [FM-740] and W. Yellow Jacket Lane, and take any action necessary (**1st Reading**).

**Mayor Fowler announced that this case has been rescheduled for Public Hearing at the Monday, October 4, 2021 city council meeting.**

2. **Z2021-033** - Hold a public hearing to discuss and consider a request by Robert Weinstein of WB Companies on behalf of Richard Chandler of HFS Management, Inc. for the approval of an **ordinance** for a Zoning Change amending Planned Development District 4 (PD-4) [*Ordinance No. 01-26*] to allow a *Mixed-Use Development (i.e. Apartments, Retail/Restaurant, and Office land uses)* on a 12.1148-acre tract of land identified as Tract 2 of the D. Atkins Survey, Abstract No. 1, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 4 (PD-4) for General Retail (GR) District land uses, situated within the Scenic Overlay (SOV) District, generally located in between Lakedale Drive and Becky Lane on the eastside of Ridge Road [FM-740], and take any action necessary (**1st Reading**).

**Planning Director, Ryan Miller, provided background information concerning this agenda item. The applicant's attorney has submitted a letter requesting that Council consider remanding this case back to the Planning & Zoning Commission at this point in time. So, first, Council is being asked to take action on said request.**

City Attorney, Frank Garza, generally indicated that Council may take action as it sees fit this evening concerning this agenda item.

Mayor Fowler provided a brief synopsis of what happened with this case at last week's Planning & Zoning Commission meeting, indicating that he is inclined to move forward with holding the Public Hearing this evening and not remanding this back to the P&Z Commission at this juncture. The rest of the city councilmembers generally indicated concurrence with Fowler's suggestion to go ahead and hold the public hearing this evening, so that is what took place.

Mr. Miller went on to brief the Council on the more specific details pertaining to the applicant's requests associated with this case. On August 26, 2021, staff mailed 80 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Turtle Cove and Waterstone Estates Homeowner's Association (HOA's), which are the only HOA's within 1,500-feet of the subject property participating in the Neighborhood 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 Unified Development Code (UDC). At the time the report was drafted for the Council meeting packet, staff had received the following:

- Three (3) property owner notifications representing four (4) properties from property owners within the notification area (i.e. within the 500-foot buffer) that are opposed to the applicant's request.
- One (1) notification from the City's website portal from a property owner within the notification area (i.e. within the 500-foot buffer) that is opposed to the applicant's request.
- Four (4) notifications from the City's website portal from property owners that are not within the notification area (i.e. outside of the 500-foot buffer) that are opposed to applicant's request.
- Three (3) email notifications from property owners that are not within the notification area (i.e. outside of the 500-foot buffer) that are opposed to applicant's request.
- One (1) property owner notification representing two (2) properties from a property owner that is not within the notification area (i.e. outside the 500-foot buffer) that is opposed to the applicant's request.
- One (1) letter from the Waterstone Estates Homeowners Association representing property owners that are within and not within the notification area (i.e. inside and outside of the 500-foot buffer) that are opposed to applicant's request.
- One (1) email from a property owner that is not within the notification area (i.e. outside of the 500-foot buffer) that is in favor of the applicant's request.

Miller went on to indicate that on September 14, 2021, the Planning and Zoning Commission failed to approve a motion for the zoning amendment with a motion to approve failing by a vote of 3-3, with Commissioners Deckard, Thomas, and Welch dissenting and Commissioner Moeller being absent. As a result, City Council's approval of this request will require a super majority vote (in favor) of those councilmembers present this evening.

**Mayor Fowler called forth the applicant to speak at this time.**

**Robert Weinstein of WB Property Group  
495 Broadway  
New York**

**Mr. Weinstein started out by asking Council if it will consider remanding this back to the P&Z Commission this evening. Mayor Fowler indicated that council will not remand this back to the Commission – instead, it will move forward with holding the public hearing and taking definitive action on this case this evening.**

**Mr. Weinstein went on to present a PowerPoint to the Council, describing in great detail his proposal for multi-family apartments and two, separate rooftop restaurants at this location.**

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

**Joy Bounds Murphy  
209 Tanya Drive  
Rockwall, TX 75087**

**Mrs. Murphy came forth and shared that she is a fifth generation Rockwall resident, and she is representing multiple families as she speaks this evening. She thanked the Council, staff and this country for allowing her an opportunity this evening to come forth and freely express her opinions this evening. She has lived at her address on Tanya Drive for the last thirty-eight years. She has lived in Rockwall for much longer than that, and she lived here before the manmade Lake Ray Hubbard was constructed. She went on to respectfully ask that Council not approve this proposal for apartments and rooftop restaurants this evening. She expressed concern about the many developers wanting to come in and pour concrete on over all of the open, green spaces within the City. She strongly urged Council to protect the sanctity of this community, and she reminded Council about the history of this particular piece of property. She pointed out that she had friends years ago who lost their lives on the nearby train tracks, and those railroad tracks are very dangerous. She urged Council to think hard before approving building anything this large on this particular piece of property. She pointed out that there are traffic-related concerns, especially when wrecks on the big IH-30 bridge occur. She expressed that this property is conducive to pretty green, open space. Overall, she spoke in opposition of this proposed development this evening.**

**Sherah Jackson  
1547 Murphy Drive  
Rockwall, TX**

**Mrs. Jackson came forth and urged the Council to vote “no” related to these proposed apartments this evening. The value of her and her neighbors’ properties are already degenerated by the existing, surrounding multi-family apartment complexes. She is opposed to approval of this case.**



**Carly Farrelly**  
1505 S. Lakeshore Drive  
Rockwall, TX

**Ms. Farrelly expressed that she and her family are new to Rockwall and recently moved here from Forney, by and large to escape undesired development. She spoke in opposition of this proposal and urged Council to vote against its approval.**

**Andrea Burke**  
1406 A Ridge Road  
Rockwall, TX

**Ms. Burke came forth and expressed that she is opposed to this proposal. She is strongly opposed to the restaurants, more so than she is opposed to the density; however, she is not really excited about the possibility of having 1,000 new neighbors across the street from her. She already deals with a lot of noise, lights and traffic where she currently lives. She is opposed to Council approving this proposed development this evening, and she generally urged them to vote against its approval.**

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

**Mr. Curtis came forth spoke about the zoning and underlying zoning associated with this piece of property. He indicated his understanding that this property has been poised to be 'general retail.' He went on to point out that his understanding is that, per the city's requirements, this land cannot have more than 500 dwelling units approved / constructed on it because it is too close to other, existing multifamily housing that is nearby, down the road, within one mile of this property.**

**Harold Snyder**  
1519 Murphy Drive  
Rockwall, TX 75087

**Mr. Snyder came forth and indicated that he lives within the Waterstone Estates subdivision in the city. He spoke about the extra vehicles and associated traffic that will be associated with a multifamily development of this type. He has sent emails to the Council expressing opposition to this case, and he has provided Council with a petition (of opposition) from residents within his subdivision. He expressed that Waterstone Estates and its homeowners hope that the Council will reject this development this evening.**

**Ron Mason**  
1402 Ridge Road  
Rockwall, TX 75087

**Mr. Mason shared that he has apartment drivers' headlights (from the existing "Commons" apartments residents) shining in the windows of his home regularly. He went on to describe**

that he has a family member living in his home that has a lot of health-related issues, and the dirt and dust that would be kicked up by this proposed development would be detrimental to her health. His home was built in 1954, and this development will not only be overlooking nearby front yards, but it will also peer down into the back yards of nearby, existing residential homes too. He generally spoke in opposition of Council approving this proposal this evening.

Jim Turner  
1691 E. Old Quail Run  
Rockwall, TX 75087

Mr. Turner came forth and shared that any time a project comes forth where the developer is seeking approval of five, separate variances, the right thing for Council to do is to deny the request. He generally hopes the Council will say 'no' on approving this request this evening.

Ron Smith  
1140 Lake Glen Circle  
Rockwall, TX

Mr. Smith came forth and simply said, "ditto" (he is opposed to approval of this request this evening).

Bob Wacker  
309 Featherstone Drive  
Rockwall, TX

Mr. Wacker came forth and provided comments to the Council concerning this request. He indicated his belief that the allowed densities have been misstated. He shared information he has found related to "14 Scenic District" (the area where this development is being proposed). He went on to compare the histories associated with PD-1 and PD-4 within the city. He went on to share what he thinks could possibly be built on this piece of property. He acknowledged that the developer has recently submitted a 'traffic impact analysis' request to the city; however, he has not yet paid the fee, so said analysis has not yet transpired. He shared his belief that an analysis of the traffic generated by the proposed development will likely result in minimal impact on the existing, local roadway system. He urged Council to look at and consider information he has presented this evening when making its decision concerning this proposal. He had hoped this would be remanded back to the P&Z Commission. Mr. Wacker shared that he has spoken to this developer over the phone, and he provided some information to the developer that is available on the city's website in an effort to help him. He generally seemed to indicate that availability of apartments within the city is minimal, so he is 'in favor' of this request this evening. If the Council does want more people to move into the city, then approve this; however, if the Council does not want more people moving in, then deny it.

Jim Pruitt  
209 Stonebridge  
Rockwall, TX

Mr. Pruitt (former Mayor of Rockwall) came forth and shared that he disagrees with Bob Wacker's statements. He pointed out that over the years, the City has elected a conservative City Council that has traditionally not allowed multi-family housing to be approved (unless it has been 'age restricted' for older residents to live in). He pointed out that developers have come forth before wanting to develop this particular piece of property as "multi-family," and he has never been agreement with that zoning designation for this property. He urged Council to not approve the request this evening.

Mayor Fowler then closed the public hearing and recessed the public meeting at 7:41 p.m. to take a brief break.

Mayor Fowler reconvened the meeting at 7:49 p.m. Councilmember Campbell joined the meeting during the break. Fowler explained that this request is for a "zoning change" this evening, and it differs from the 'multifamily' housing that was most recently discussed pertaining to the downtown area (a development that, in that particular instance, was 'allowed by right').

Following Fowler's brief comments, Councilmember Jorif moved to deny Z2021-033. Mayor Fowler seconded the motion.

Mayor Pro Tem Hohenshelt shared that, at some point, this piece of land will be sold and it can be developed with something else "by right." He reiterated that – at some point – this particular piece of property will be developed. It will not always stay as "open space." He pointed out that a lot of multifamily housing is currently and will be in the future under construction in the area of The Harbor, so that housing type will in fact not be "lacking" within our city once those apartments are built. He shared that 'too much traffic' is not a valid argument as far as TXDOT is concerned. TXDOT allows a development to first be built, and then (thereafter) it conducts a 'traffic impact analysis' to decide on possibly putting in a traffic light. He pointed out that 'retail with restaurant space' is a land use that is allowed 'by right' on this piece of property.

The applicant, Mr. Weinstein, came forth again asking Council what changes, if any, it would like to see made to the proposal he has put forth this evening in order for it to be approved. Do councilmembers want to see 'retail' instead? Mayor Fowler shared that he will not utilize this meeting to have those types of discussions; however, he is happy to speak with the developer outside of this public meeting to discuss the possibilities.

Following additional, brief comments, the motion to deny this request passed by a vote of 6 ayes with 1 absent (Johannesen).

3. **Z2021-034** - Hold a public hearing to discuss and consider a request by Maxwell Fisher of Masterplan on behalf of Saro Partners, LLC for the approval of an ordinance for a Zoning Change from an Agricultural (AG) District to a Light Industrial (LI) District for a 5.07-acre tract of land identified as Tract 2-06 of the D. Harr Survey, Abstract No. 102, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Overlay (SH-205 BY-OV) District, located at the southeast corner of the intersection of John King Boulevard and Airport Road, and take any action necessary (**1st Reading**).

**Mayor Fowler indicated that this public hearing will be held at the Monday, October 18, 2021 city council meeting. So this case was not heard this evening, and no action was taken by Council.**

- 4. Z2021-035 - Hold a public hearing to discuss and consider a request by Robert LaCroix and Brian Berry of BNSBS, L. P. on behalf of Bradley Gideon for the approval of an ordinance for a Zoning Change from an Agricultural (AG) District to a Neighborhood Services (NS) District for a 2.751-acre identified as Tract 1-04 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Overlay (SH-205 BY-OV) District, located at the southeast corner of the intersection of John King Boulevard and Quail Run Road, and take any action necessary (1st Reading).**

**Brief, introductory comments were made by Mayor Fowler and City Attorney Frank Garza. Fowler explained that the applicant has indicated a desire to redo his initial proposal; however, a modified proposal on the part of the applicant has not been properly posted on the public meeting agenda. So, he generally explained that the public hearing this evening will need to be held concerning this, current proposal. Then, thereafter, the applicant may resubmit a new proposal, and the entire process will need to start all over again. Planning Director, Ryan Miller, then provided background information concerning this current proposal and information related to this piece of property.**

**On August 26, 2021, staff mailed 32 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Stoney Hollow and Caruth Ridge Estates Homeowner's Associations (HOA's), which are the only HOA's within 1,500-feet of the subject property participating in the Neighborhood 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 Unified Development Code (UDC). At the time the report was drafted for inclusion in the Council meeting packet, staff had received the following:**

- Four (4) property owner notifications from property owners that are within the notification area (i.e. within the 500-foot buffer) that are opposed to the applicant's request.**
- One (1) email from a property owner within the notification area (i.e. within the 500-foot buffer) that is opposed to the applicant's request.**
- Twenty-one (21) input form notifications from the City's website portal from property owners within the notification area (i.e. within the 500-foot buffer) that are opposed to the applicant's request.**
- Three (3) emails from property owners that did not provide an address in their response and are considered to be outside of the notification area (i.e. outside of the 500-foot buffer) that are opposed to applicant's request.**
- Three (3) email notifications from property owners that are not within the notification area (i.e. outside of the 500-foot buffer) that are opposed to applicant's request.**
- Forty-three (43) input form notifications from the City's website portal from property owners that is not within the notification area (i.e. outside the 500-foot buffer) that are opposed to the applicant's request.**

**The Planning & Zoning Commission did recently hear this case and voted 5 to 1 to recommend to Council that it be denied.**

**Robert LaCroix  
4517 Scenic Drive  
Rowlett, TX**

**Mr. LaCroix came forth on behalf of the applicant to address the City Council concerning this request this evening. He asked for and received clarification from the City Attorney concerning the Council's ability, legally, to approve something 'more restrictive' than what a developer is proposing. Mr. Garza clarified that, yes, Council can consider approving something more restrictive; however, in this instance, hearing public input on the 'more restrictive' proposal is discretionary this evening on the part of Council.**

**Mr. LaCroix went on to present background information concerning this piece of property over the years. He would like to propose two buildings (less than 5k square feet each), with desirable architecture, and a "daytime" type of retail operation.**

**Following brief comments, Mayor Fowler opened the public hearing, asking if anyone would like to come forth and speak at this time regarding the current, proposed plan that was included on the posted agenda and within the informational meeting packet this evening.**

**Jerel Curtis  
1302 Middleton  
Rockwall, TX 75087**

**Mr. Curtis came forth and shared his belief that this property is not conducive to what is being proposed to be built on this piece of property. He share that he and his wife are going to build a home in the upcoming "Gideon Grove" subdivision that is located there on the corner of Quail Run Road and John King Boulevard. He is opposed to the proposed zoning change, and he does not believe there is any need for commercial buildings of any type in this location at all whatsoever. He feels that no more "strip centers" are needed in and around this area. He urged Council to leave the green space on this corner.**

**Jim Turner  
1691 E. Old Quail Run  
Rockwall, TX 75087**

**Mr. Turner pointed Council to the city's Comprehensive Plan. He pointed out that in this area, low density residential has traditionally been present. As John King Boulevard was being planned, Mr. Gideon subdivided his land and sold it off to developers, and home are poised to be built in this area. He indicated that these two, residential developments that are currently under construction – Gideon I and Gideon II – are 'short' on open, green space. He generally urged Council to leave this as 'green space' and not approve development of it at all. He spoke about the various types of businesses that could go in there if this property zoning is changed. He shared that residents were promised that John King Blvd. would be developed with trails and rest stops with open, green space along the roadway. However, that promise that was made in the 2006 / 2008 timeframe has not yet come to fruition. He**

is generally opposed to “residential office” to be used for ‘residential services’ types of businesses.

**Nick Grant**  
1569 E. Old Quail Run Road  
Rockwall, TX 75087

Mr. Grant came forth and shared that he lives four houses down from this piece of property, and he is very strongly opposed to any sort of retail or commercial development whatsoever being approved or constructed on this land. He urged Council to utilize the city’s Comprehensive Plan to protect adjacent property owners from land next door being developed in an undesirable way. He believes this property is part of what the city has pointed out would become a ‘future trail’ area. He is opposed to rezoning of this property.

Steven Curtis (mentioned earlier in the minutes) came forth again to address Council on this particular item. He is opposed to any sort of development on this property that would add more traffic. Also, he wonders when Quail Run Road will be widened to be more than a two-lane road.

**Karen Stock**  
124 Baldwin Drive  
Fate, TX 75189

Mrs. Stock came forth and indicated that, while she currently resides in Fate, she and her husband are ‘under contract’ for construction of a new home within the new Gideon Grove subdivision. She is opposed to this request being approved this evening.

**Edward Stock**  
124 Baldwin Drive  
Fate, TX 75189

Mr. Stock shared that he and his wife are ‘under contract’ to build a home in the Gideon Grove subdivision, right adjacent to this piece of property. He urged Council to prevent development of this property. He definitely feels that this piece of property should be preserved as ‘green space.’

Mayor Fowler clarified that this piece of property is ‘private property’ and it in fact is not part of the city’s future ‘trail plans.’

**Tiffany Wolfgram**  
1313 Kirkwood Rd. (future resident)  
Rockwall, TX

Mrs. Wolfgram indicated that her future home (under contract/future construction) will have a backyard that backs up directly to this piece of property. She spoke in opposition of development of this piece of property. She would like to see it remain ‘green space.’

Teri Clark  
11834 Cold Harbor Lane  
Dallas, TX 75244

Ms. Clark shared that she works for Gideon Grove, and she is in agreement with the buyers and residential property owners in Gideon Grove who are in opposition of development of this property. She urged Council to vote in opposition of development of this property.

Councilmember Macalik moved to deny Z2021-035 without prejudice. Councilmember Jorif seconded the motion. Mayor Fowler pointed out that this property is privately owned, and he believes it will eventually be developed at some point in time. The motion then passed by a vote of 6 in favor with 1 absence (Johannesen).

5. **Z2021-037** - Hold a public hearing to discuss and consider a request by James Best for the approval of an ordinance for a *Specific Use Permit (SUP)* for an accessory building on a 2.60-acre parcel of land identified as Lot 1, Block A, Best Estate Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, addressed as 54 Shadydale Lane, and take any action necessary **(1st Reading)**.

Planning Director, Ryan Miller, provided background information concerning this agenda item. The applicant is essentially requesting approval to construct an accessory building in his back yard that does not entirely conform to the city's current requirements. He went on to explain more details associated with the request. Of the notices mailed out to adjacent residents and property owners, three notices were received back in favor of this request, and one notice was received back in opposition. The P&Z Commission has voted to recommend approval of this request to the Council this evening.

Andrew Thomas  
346 Ridge Point Drive  
Heath, TX

Mr. Thomas came forth and shared that he is representing the applicant. He generally urged the Council to approve this SUP this evening.

Mayor Fowler opened the public hearing. There being no one indicating a desire to come forth and speak at this time, he then closed the Public Hearing.

Councilmember Macalik then moved to approve Z2021-037. Councilmember Daniels seconded the motion. The ordinance caption was read as follows:

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW AN ACCESSORY BUILDING THAT EXCEEDS THE MAXIMUM**

ALLOWABLE SIZE ON A 2.60-ACRE TRACT OF LAND, IDENTIFIED AS LOT 1, BLOCK A, BEST ESTATE ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED AND DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

The motion to approve passed by a vote of 6 in favor with 1 absence (Johannesen).

6. **A2021-005** - Hold a public hearing to discuss and consider a request by Pat Atkins on behalf of Betty Thompson for the approval of an **ordinance** for the annexation of 6.70-acre tract of land identified as Tract 1-1 of the P. B. Harrison Survey, Abstract No. 97, Rockwall County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), contiguous to the existing corporate limits of the City of Rockwall, addressed as 911 E. FM-552, and take any action necessary (**1st Reading**).

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

Councilmember Jorif moved to approve A2021-005. Mayor Pro Tem Hohenshelt seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL  
ORDINANCE NO. 21-\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, GRANTING A REQUEST FOR ANNEXATION AND PROVIDING FOR THE EXTENSION OF MUNICIPAL BOUNDARY LIMITS TO INCORPORATE SUCH PROPERTY INTO THE CITY OF ROCKWALL, TEXAS WITH THE ANNEXATION OF A 6.70-ACRE TRACT OF LAND IDENTIFIED AS TRACT 1-1 OF THE P. B. HARRISON SURVEY, ABSTRACT NO. 97, ROCKWALL COUNTY, TEXAS, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF ROCKWALL, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

The motion to approve passed by a vote of 6 ayes with 1 absence (Johannesen).

7. **Z2021-036** - Hold a public hearing to discuss and consider a request by Adam Shiffer of the Skorburg Company on behalf of Gordon C. Fogg for the approval of an **ordinance** for a Zoning Change to amend Planned Development District 91 (PD-91) [*Ordinance No. 21-36*] to incorporate a 20.00-acre tract of land identified as Tracts 22-04 & 22-05 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 505 Clem Road, and take any action necessary (**1st Reading**).

Mayor Fowler announced that this case will be heard for Public Hearing at the Monday, October 4, 2021 city council meeting.



**XII. ACTION ITEMS**

1. Discuss and consider approval of the Rockwall Economic Development Corporation (REDC) budget for fiscal year 2022 and amended budget for fiscal year 2021 and take any action necessary.

**Mayor Pro Tem Hohenshelt moved to approve the REDC budget for FY2022 and amended FY2021 budget. Councilmember Daniels seconded the motion, which passed unanimously of those present (Johannesen absent).**

2. Discuss and consider approval of the Rockwall Technology Park Association budget for fiscal year 2022 and amended budget for fiscal year 2021, and take any action necessary

**Mayor Pro Tem Hohenshelt moved to approve the Tech Park budget for FY2022 and amended Tech Park budget for FY2021. Councilmember Daniels seconded the motion, which passed unanimously of those present (Johannesen absent).**

3. Discuss and consider approval of an **ordinance** amending the budget for fiscal year 2021, and take any action necessary.

**Mayor Pro Tem Hohenshelt moved to approve the ordinance amending the FY2021 budget. Councilmember Jorif seconded the motion, which passed unanimously of those present (Johannesen absent).**

**Prior to the vote being taken, the ordinance caption was read as follows:**

**CITY OF ROCKWALL  
ORDINANCE NO. 21-43**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
AMENDING THE BUDGET OF THE CITY FOR THE FISCAL YEAR OCTOBER 1,  
2020 THROUGH SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE  
DATE.**

4. Discuss and consider approval of an **ordinance** adopting the proposed budget for fiscal year 2022, and take any action necessary.

**Councilmember Macalik moved to approve the ordinance adopting the proposed FY2022 budget. Mayor Fowler seconded the motion, which passed unanimously of those present (Johannesen absent).**

**Prior to the vote being taken, the ordinance caption was read as follows:**

**CITY OF ROCKWALL  
ORDINANCE NO. 21-44**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
APPROVING AND ADOPTING A BUDGET FOR THE CITY FOR THE FISCAL  
YEAR OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022; PROVIDING**

THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE SAID BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Discuss and consider approval of an **ordinance** levying ad valorem taxes for the tax year 2021, and take any action necessary.

**Mayor Pro Tem Hohenshelt moved to approve the ordinance levying ad valorem taxes for tax year 2021. Councilmember Jorif seconded the motion, which passed unanimously of those present (Johannesen absent).**

Prior to the vote being taken, the ordinance caption was read as follows:

**CITY OF ROCKWALL  
ORDINANCE NO. 21-45**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE YEAR 2021 AT A RATE OF \$.3500 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2021 TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES, TOGETHER WITH PENALTIES AND INTEREST; APPROVING THE 2021 TAX ROLL; PROVIDING FOR EXEMPTIONS OF PERSONS OVER SIXTY-FIVE (65) YEARS; PROVIDING AN EFFECTIVE DATE.**

6. Discuss and consider approval of a resolution providing for the submission of names to the Rockwall Central Appraisal District (CAD) for nominations to the Board of Directors, and take any action necessary.

**Mayor Fowler and Mayor Pro Tem Hohenshelt indicated that no action will be taken on this item tonight. Instead, it will be placed back on the agenda for consideration at the Monday, October 4 regular city council meeting.**

**XIII. EXECUTIVE SESSION.**

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

1. Discussion regarding ballot nominations associated with elections to the Rockwall Central Appraisal District (CAD) Board of Directors pursuant to Section 551.074 (personnel matters)
2. Discussion regarding possible lease of real property in the vicinity of Rockwall Technology Park pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
3. Discussion regarding Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development).

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

Council did not reconvene in Ex. Session following the close of the public meeting agenda.

XV. ADJOURNMENT

Mayor Fowler adjourned the meeting at 8:53 p.m.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ON THIS 4<sup>th</sup>  
DAY OF OCTOBER, 2021.

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KEVIN FOWLER, MAYOR

ATTEST:

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KRISTY COLE, CITY SECRETARY

CITY OF ROCKWALL

ORDINANCE NO. 21-46

SPECIFIC USE PERMIT NO. S-256

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW AN *ACCESSORY BUILDING* THAT EXCEEDS THE MAXIMUM ALLOWABLE SIZE ON A 2.60-ACRE TRACT OF LAND, IDENTIFIED AS LOT 1, BLOCK A, BEST ESTATE ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED AND DESCRIBED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request from Andrew Thomas on behalf of James Best for the approval of a Specific Use Permit (SUP) to allow an *Accessory Building* that exceeds the maximum allowable size on a 2.60-acre tract of land described as Lot 1, Block A, Best Estates Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, addressed as 54 Shadydale Lane, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

**SECTION 1.** That the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing an *Accessory Building* as stipulated by Subsection 07.04, *Accessory Structure Development Standards*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02] on the *Subject Property*; and,

**SECTION 2.** That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 07.04, *Accessory Structure Development Standards*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02] -- as heretofore amended and as may be amended in the future --, and with the following conditions:

## 2.1. OPERATIONAL CONDITIONS

The following conditions pertain to the operation of an *Accessory Building* on the *Subject Property* and conformance to these conditions are required for continued operations:

- (1) The *Accessory Building* shall generally conform to the concept plan and the conceptual building elevations depicted in *Exhibit 'B & 'C'* of this ordinance.
- (2) The *Accessory Building* shall not exceed a maximum size of 192 SF.
- (3) The *Accessory Building* shall not exceed a maximum height of 15-feet.

## 2.2. COMPLIANCE

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

- (1) Upon obtaining a *Building Permit*, should the homeowner 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 2.02(F), *Revocation*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC).

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

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

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

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 4<sup>TH</sup> DAY OF OCTOBER, 2021.**

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Kevin Fowler, Mayor

**ATTEST:**

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Kristy Cole, City Secretary

**APPROVED AS TO FORM:**

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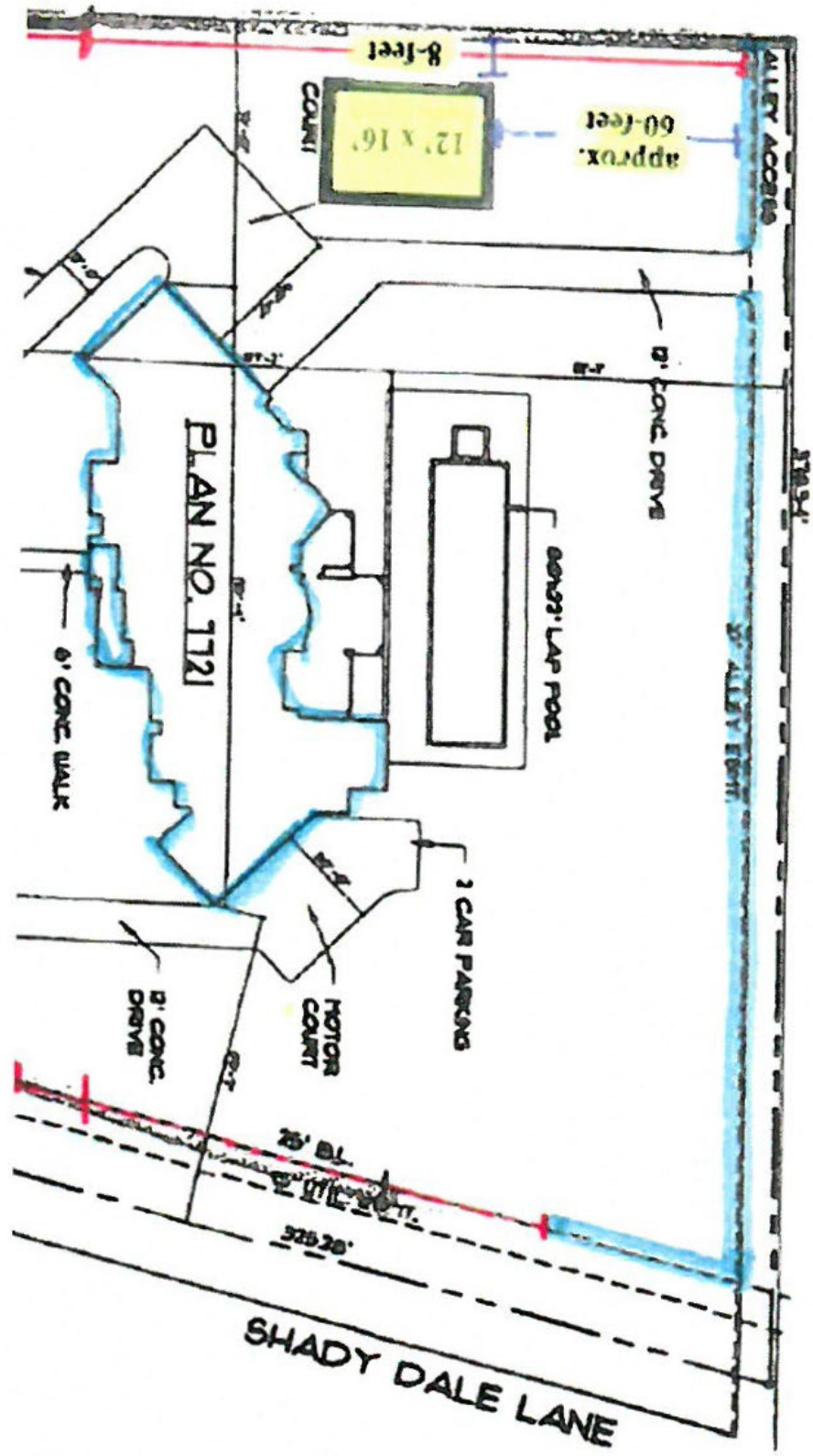
Frank J. Garza, City Attorney

1<sup>st</sup> Reading: September 20, 2021

2<sup>nd</sup> Reading: October 4, 2021

Address: 54 Shadydale Lane  
Legal Description: Lot 1, Block A, Best Estates Addition









**CITY OF ROCKWALL**

**ORDINANCE NO. 21-47**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, GRANTING A REQUEST FOR ANNEXATION AND PROVIDING FOR THE EXTENSION OF MUNICIPAL BOUNDARY LIMITS TO INCORPORATE SUCH PROPERTY INTO THE CITY OF ROCKWALL, TEXAS WITH THE ANNEXATION OF A 6.70-ACRE TRACT OF LAND IDENTIFIED AS TRACT 1-1 OF THE P. B. HARRISON SURVEY, ABSTRACT NO. 97, ROCKWALL COUNTY, TEXAS, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF ROCKWALL, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the *Subject Property* is a 6.70-acre tract of land identified as Tract 1-1 of the P. B. Harrison Survey, Abstract No. 97, Rockwall County, Texas, addressed as 911 E. FM-552, that lies adjacent to and adjoins the present boundaries of the City of Rockwall, and which is depicted and described in *Exhibit 'A'* of this ordinance; and

**WHEREAS**, Betty Thompson provided the City of Rockwall with a signed copy of the *Municipal Services Agreement* contained in *Exhibit 'B'* of this ordinance on September 16, 2021; and

**WHEREAS**, in accordance with the requirements of Subchapter C-3, *Annexation of Area on the Request of Owners*, of Chapter 43, *Municipal Annexation*, of the Texas Local Government Code, a public hearing was held before the governing body of the City of Rockwall, Texas, where all interested persons were provided with an opportunity to be heard on September 20, 2021 at 6:00 PM in the City Council Chambers at City Hall, which is located at 385 S. Goliad Street, Rockwall, Texas 75087; and

**WHEREAS**, notice of such public hearing was published in a newspaper having general circulation in the City of Rockwall, Rockwall County, Texas and in the territory described herein on September 3, 2021 and posted on the City of Rockwall's website on September 3, 2021 said dates being not more than twenty (20) days nor less than ten (10) days prior to the dates of such public hearings;

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

**SECTION 1.** That the above recitals are hereby found to be true and correct and incorporated herein for all purposes.

**SECTION 2.** The land and territory more specifically described in *Exhibit 'A'* and incorporated by reference as the *Subject Property*, containing 6.70-acres which is adjacent to and adjoining the present corporate boundaries of the City of Rockwall, Rockwall County, Texas, is hereby added and annexed to the City of Rockwall, Rockwall County, Texas and said territory as described herein shall hereafter be included within the corporate boundary limits of the City of Rockwall, Rockwall County, Texas and the present boundary limits of the City at the various points contiguous to the areas as described above, are altered and amended so as to include said area within the corporate limits of the City.

**SECTION 3.** That the official map of the City is hereby amended to reflect the addition of the property described herein.

**SECTION 4.** The above described territory and the acres so annexed shall be a part of the City of Rockwall, Texas, and the inhabitants thereof, if any, shall be entitled to all of the rights and privileges of all citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Rockwall, Texas.

**SECTION 5.** That the *Service Plan* for the annexation area, which was made available for public inspection at the *Public Hearings* referenced above, is hereby approved with a copy of said plan being attached hereto and incorporated by reference for all purposes and labeled *Exhibit 'B'*.

**SECTION 6.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable

**SECTION 7.** That this ordinance shall take effect immediately from and after its passage and approval, in accordance with applicable law and the charter of the City of Rockwall, Texas.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 4<sup>TH</sup> DAY OF OCTOBER, 2021.**

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Kevin Fowler, Mayor

**ATTEST:**

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Kristy Cole, City Secretary

**APPROVED AS TO FORM:**

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Frank J. Garza, City Attorney

1<sup>st</sup> Reading: September 20, 2021

2<sup>nd</sup> Reading: October 4, 2021

*BEING* 6.511 acres of land situated in the P.B. Harrison Survey, Abstract No. 97, Rockwall County, Texas, and all of a called 6.70-acre tract of land described in a Deed to Fred and Betty L. Thompson, recorded Volume 707, Page 71, Deed Records of Rockwall County, Texas (DRRCT), and being more particularly described as follows:

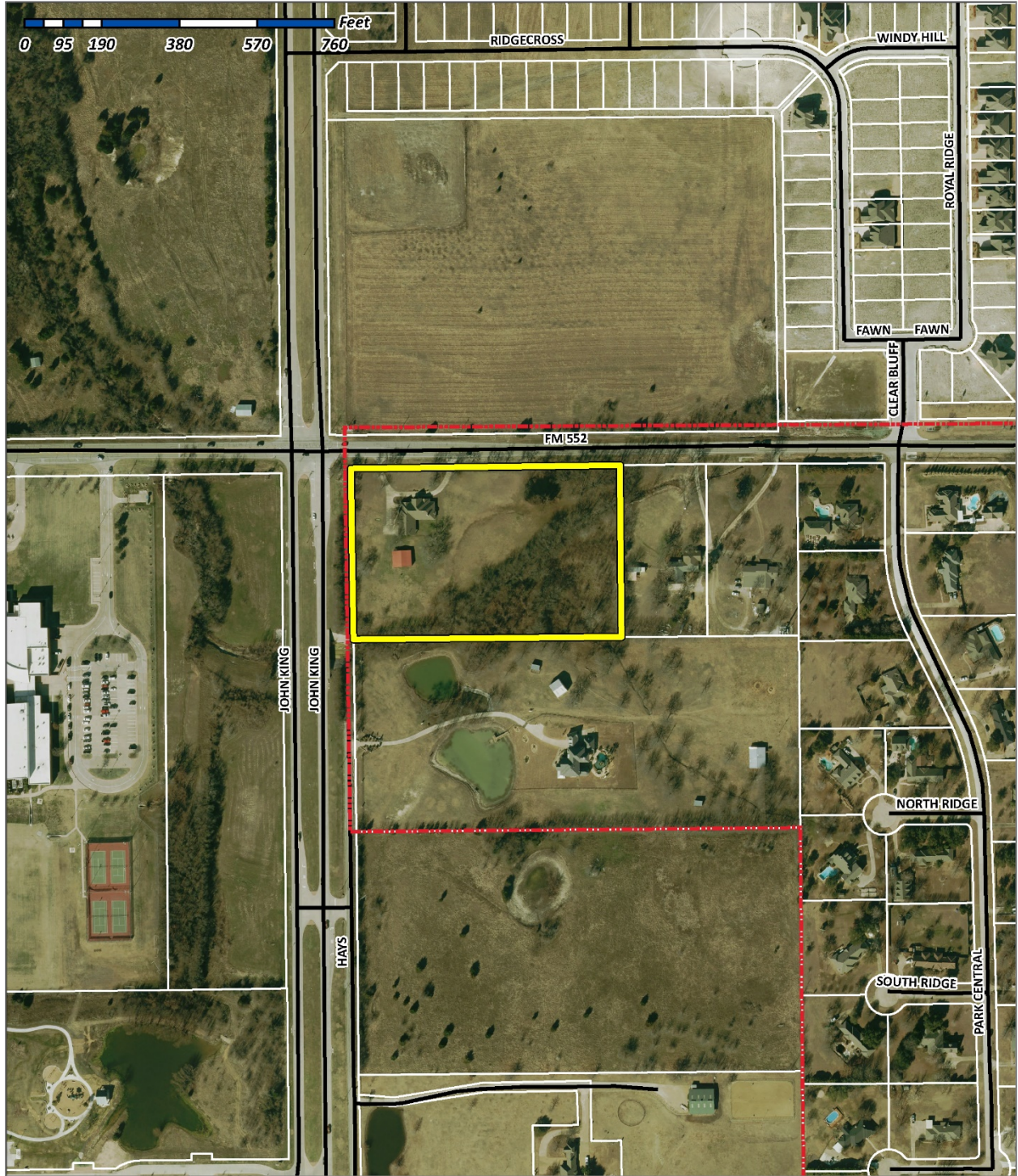
*BEGINNING* at a 5/8" iron rod with a yellow cap stamped "RPLS 3963" set for corner in the east line of John King Boulevard (160' wide right-of-way) at the northwest corner of said 6.70-acre tract, said point also being in the south right-of-way line of F.M. 552 (80' right-of-way);

*THENCE* N 89 degrees 19 minutes 27 seconds E, along the south right-of-way line of said F.M. 552, a distance of 681.71 feet, to a point for corner at the northwest corner of a called 2.025 acre tract described in a deed to Bertha Silva recorded as Instrument 201200461779, Real Property Records of Rockwall County, Texas, (RPRRCT), as marked by monument and occupied by partial fencing on the west line, from which a 1" solid iron rod found for reference bears S 00 degrees 53 minutes 42 seconds W, a distance of 0.68 feet;

*THENCE* S 00 degrees 53 minutes 42 seconds W, along the west line of said 2.025 acre tract as occupied and partially fenced, a distance of 420.41 feet, to a point for corner at the southwest corner thereof, from which a 1" solid iron rod found for reference bears S 00 degrees 53 minutes 42 seconds W, a distance of 1.70 feet, said point also being in the north line of a called 12.000 acre tract of land described in a deed to Michael and Stacy Miller recorded as Instrument No. 20170000011122 (RPRRCT).;

*THENCE* S 89 degrees 27 minutes 59 seconds W, along the common line of said 6.7 acre Thompson tract and said 12.000 acre tract, a distance of 670.81 feet, to a point for corner near the edge of a concrete apron, at the northwest corner of said 12.000 acre tract and being in the east right-of-way line of said John King Boulevard, from which a 5/8" iron rod with a yellow cap stamped "RPLS 3963" set for reference bears S 00°04'57" E, a distance of 60 feet;

*THENCE* N 00 degrees 35 minutes 27 seconds W, along the east right-of-way line of said John King Boulevard and the west line of said 6.70-acre tract a distance of 418.59 feet, to the *POINT OF BEGINNING* and containing 283,640 square Feet or 6.511 acres of land;



# MUNICIPAL SERVICES AGREEMENT FOR ANNEXATION

*Annexation Case No. A2021-006*  
*City and County of Rockwall, Texas*

*Acreage Annexed:* 6.70-Acres

*Survey Abstract and County:* Tract 1-1 of the P. B. Harrison Survey, Abstract No. 97, Rockwall County, Texas

*Date of Annexation Request:* August 20, 2021

*Municipal Services Agreement.* In accordance with Section 43.0672 of the Texas Local Government Code, the following agreement outlines the provision and timing of municipal services that will be furnished by or on the behalf of the City of Rockwall, Texas to the subject property which is described in *Exhibit 'A'* and depicted in *Exhibit 'B'* of this agreement:

(A) *Police Services.*

- (1) Patrolling, responses to calls, and other routine police services, within the limits of existing personnel and equipment, will be provided within 60-days of the effective date of annexation.
- (2) As development and construction commence within this area, sufficient police personnel and equipment will be provided to continue to furnish this area the level of police services consistent with police services available in other parts of the City with land uses and population densities similar to those projected in the annexed area.

(B) *Fire Services.*

- (1) Fire protection by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, will be provided to this area within 60-days of the effective date of annexation.
- (2) As development and construction commences within this area, sufficient fire personnel and equipment will be provided to continue to furnish this area the level of fire services consistent with fire service available in other parts of the City with land uses and population densities similar to those projected in the annexed area.

(C) *Health and Code Compliance Services.*

- (1) Enforcement of the City's health ordinances and regulations including, but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances, food handlers' ordinances and animal control ordinances, shall be provided within this area on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel. Complaints of ordinance or regulation violations within this area will be responded and investigated by existing personnel beginning with the effective date of the annexation ordinance.
- (2) The City's building, plumbing, electrical, gas heating, air conditioning and all other construction codes will be enforced within this area beginning with the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- (3) The City's zoning, subdivision, and other ordinances shall be enforced in this area beginning on the effective date of the annexation ordinance.
- (4) All inspection services furnished by the City of Rockwall, but not mentioned above, will be provided to this area beginning on the effective date of the annexation ordinance.

Any property owner or his/her assigns who in good faith has a new building or structure, as defined in the Comprehensive Zoning Ordinance, under construction on the effective date of annexation shall be exempted from these inspections for that building or structure under construction for a period of one year from the effective date of annexation. For the purpose of this ordinance "under construction" shall mean any work that requires a building permit from the City of Rockwall.

- (5) As development and construction commence within this area, sufficient personnel will be provided to continue to furnish this area the same level of Health and Code compliance services as are furnished throughout the City.

(D) Planning and Zoning Services

- (1) The planning and zoning jurisdiction of the City will extend to this area on the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Comprehensive Plan, Unified Development Code (UDC) [*i.e.* Zoning Ordinance], and Municipal Code of Ordinances.

(E) Recreation and Leisure Services

- (1) Residents of this property may utilize all existing recreational and leisure services facilities and sites throughout the City beginning with the effective date of the annexation ordinance.
- (2) Existing parks, playgrounds, swimming pools and other recreation and leisure facilities within this property shall, upon dedication to and acceptance by the City, be maintained and operated by the City of Rockwall.

(F) Solid Waste Collection

- (1) Solid waste collection shall be provided to the property owner in accordance with existing City policies as to frequency and charges, beginning on the effective date of annexation except for properties that are served by a privately-owned solid waste management service provider. Such properties will be allowed to continue private service for a period of two (2) years from the effective date of annexation at which time the property will be required to begin service with a franchised solid waste contractor within the City of Rockwall.

(G) Streets

- (1) The City of Rockwall's existing policies with regard to streets, roads and street/roadway lighting maintenance, applicable throughout the entire City, shall apply to this property beginning immediately as of the effective date of the annexation ordinance.
- (2) As development, improvements or construction of streets to the City standards commence within this property, the policies of the City of Rockwall with regard to impact fees and participation in the cost thereof, acceptance upon completion, and maintenance after completion, shall apply.
- (3) The same level of maintenance shall be provided to public streets and roadways within this property that have been accepted by the City of Rockwall as is provided to like City streets and roadways throughout the City.

(H) Water Services

- (1) Connection to existing City water mains for water services for domestic, commercial and industrial use within this property will be provided in accordance with existing City policies. Upon connection to existing mains, water will be provided at rates established by City ordinance for such services throughout the City.
- (2) Water mains of the City will be extended in accordance with provisions of the Municipal Code of Ordinances and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations and will be provided as otherwise available in other parts of the City with topography, land uses, population densities similar to those reasonably contemplated or projected in the annexed area.
- (3) Water mains which are within the annexed area and are owned and operated by the City shall be maintained beginning with the effective date of the annexation ordinance or upon acquisition by the City.
- (4) Private water lines within this property shall be maintained by their owners, in accordance with existing policies applicable throughout the City.

(I) Sanitary Sewer Services

- (1) Connections to existing City sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with the existing City policies. Upon connection, sanitary sewage service will be provided at rates established by City ordinances for such services throughout the City.
- (2) Sanitary sewer mains and/or lift stations which are within the annexed area and are connected to City mains shall be maintained by the City of Rockwall beginning with the effective date of the annexation ordinance or upon acquisition by the City.
- (3) Sanitary sewer mains of the City will be extended in accordance with the provisions of the Municipal Code of Ordinances and engineering standards and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations and will be provided as otherwise available in other parts of the City with topography, land uses, and population densities similar to those reasonably contemplated or projected in the area.
- (4) Previously granted exceptions to the requirements of connections to the City's sanitary sewer treatment system or Off-Site Sanitary Sewer Facilities (OSSF) constructed prior to annexation shall be continued until such alternate systems are determined to no longer function to meet the sanitary sewer needs of the subdivision granted the exception or for systems installed prior to annexation.

(J) Public Utilities

- (1) Other public utilities will be provided by the City's franchisee or a provider holding a Certificate of Convenience and Necessity (CCN) issued by the state to serve that area.

(K) Miscellaneous

- (1) General municipal administration services of the City shall be available to the annexed area beginning with the effective date of the annexation ordinance.





## MEMORANDUM

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**TO:** Mary Smith, City Manager

**CC:** Honorable Mayor and City Council

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

**DATE:** October 4, 2021

**SUBJECT:** P2021-047; REPLAT FOR LOT 2, BLOCK A, LOFLAND INDUSTRIAL PARK ADDITION

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### Attachments

Case Memo  
Development Application  
Location Map  
Replat  
Closure Report

### Summary/Background Information

Consider a request by ClayMoore Engineering on behalf of the Rockwall Central Appraisal District (RCAD) for the approval of a *Replat* for Lot 2, Block A, Lofland Industrial Park Addition being a 1.707-acre parcel of land identified as Lot 1A-R, Block A, Lofland Industrial Park Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, addressed as 841 Justin Road, and take any action necessary.

### Action Needed

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



# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

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**TO:** Mayor and City Council  
**DATE:** October 4, 2021  
**APPLICANT:** Clay Cristy; *ClayMoore Engineering*  
**CASE NUMBER:** P2021-047; *Replat for Lot 2, Block A, Lofland Industrial Park Addition*

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### SUMMARY

Consider a request by ClayMoore Engineering on behalf of the Rockwall Central Appraisal District (RCAD) for the approval of a Replat for Lot 2, Block A, Lofland Industrial Park Addition being a 1.707-acre parcel of land identified as Lot 1A-R, Block A, Lofland Industrial Park Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, addressed as 841 Justin Road, and take any action necessary.

### PLAT INFORMATION

- The purpose of the applicant's request is to Replat a 1.707-acre tract of land (*i.e. Lot 1A-R, Block A, Lofland Industrial Park*) into one (1) lot (*i.e. Lot 2, Block A, Lofland Industrial Park Addition*) for the purpose of establishing access, fire lane, and utility easements for the future expansion of the Rockwall Central Appraisal District (RCAD) building. The subject property is located directly south of the intersection of N. T. L. Townsend Drive and Justin Road, and is zoned Commercial (C) District.
- The subject property was annexed into the City of Rockwall on June 20, 1959, by *Ordinance No. 59-02*. At the time of annexation, the subject property was zoned Agricultural (AG) District. On October 12, 1985 the subject property was platted as Lot 1, Block A, Lofland Industrial Park. Based on the December 1993 zoning map the subject property had been rezoned to Light Industrial (LI) District. According to RCAD the existing 6,068 SF office building was constructed in 1998. On May 19, 2003, the City Council approved replat [*PZ2003-001-02*] that platted the subject property as Lot 1A-R, Block A, Lofland Industrial Park Addition. Based on the April 2005 zoning map the subject property had been rezoned to Commercial (C), which it remains today. On March 10, 2021, the Director of Planning and Zoning administratively approved a site plan [*SP2021-001*] to allow the construction of an expansion of the existing office building on the subject property.
- The surveyor has completed the majority of the technical revisions requested by staff, and this Replat -- *conforming to the requirements for plats as stipulated by the Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional approval of this Replat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

### CONDITIONS OF APPROVAL

If the City Council chooses to approve a Replat for *Lot 2, Block A, Lofland Industrial Park Addition*, staff would propose the following conditions of approval:

- (1) All technical comments from City Staff (*i.e. Engineering, Planning and Fire Department*) shall be addressed prior to submittal of civil engineering plans; and

- (2) Any construction resulting from the approval of this Replat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

### **PLANNING AND ZONING COMMISSION**

On September 28, 2021, the Planning and Zoning Commission approved a motion to approve the replat with the conditions of approval by a vote of 6-0, with Commissioner Deckard absent.



# DEVELOPMENT APPLICATION

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

STAFF USE ONLY

PLANNING & ZONING CASE NO. 22021-036

**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 [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)
- VARIANCE REQUEST (\$100.00)

### 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, ROUND UP TO ONE (1) ACRE.

## PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 505 Clem Road, Rockwall, TX 75087

SUBDIVISION William Dalton Survey Abstract No. 72

LOT

BLOCK

GENERAL LOCATION Clem Road off of 1147

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

CURRENT ZONING Agricultural District (AG)

CURRENT USE AG

PROPOSED ZONING Amendment to PD-91

PROPOSED USE PD (SF-16)

ACREAGE +/- 20 Additional, +/-78 Total

LOTS [CURRENT]

98 (PD - 91)

LOTS [PROPOSED]

132 (with Amendment)

- SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

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

OWNER Gordon C. Fogg

APPLICANT Skorburg Company

CONTACT PERSON Gordon C. Fogg

CONTACT PERSON Adam Shiffer

ADDRESS 505 Clem Road

ADDRESS 8214 Westchester Dr. Ste. 900

CITY, STATE & ZIP Rockwall, TX 75087

CITY, STATE & ZIP Dallas, TX 75225

PHONE (972) 931-0345 ext. 116

PHONE (214) 888-8845

E-MAIL gfogg@monarchair.com

E-MAIL ashiffer@skorburgcompany.com

## NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GORDON C. FOGG [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ \_\_\_\_\_ TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_. 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."

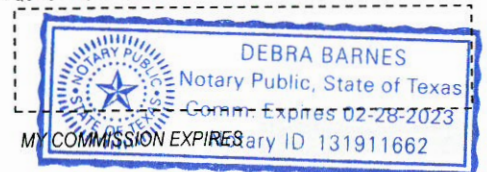
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 18 DAY OF August, 2021.

OWNER'S SIGNATURE

*Gordon C. Fogg*

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

*Debra Barnes*



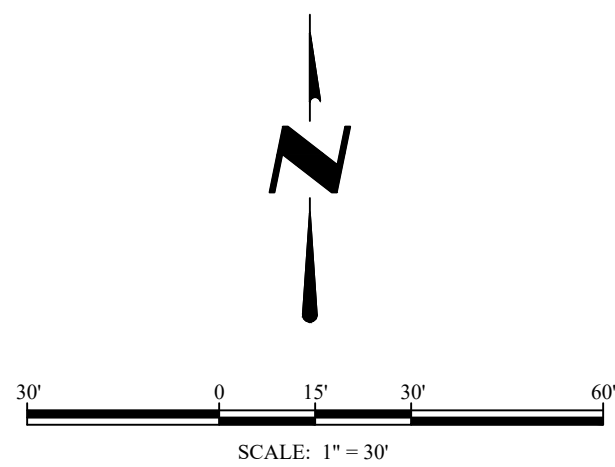


# City of Rockwall

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

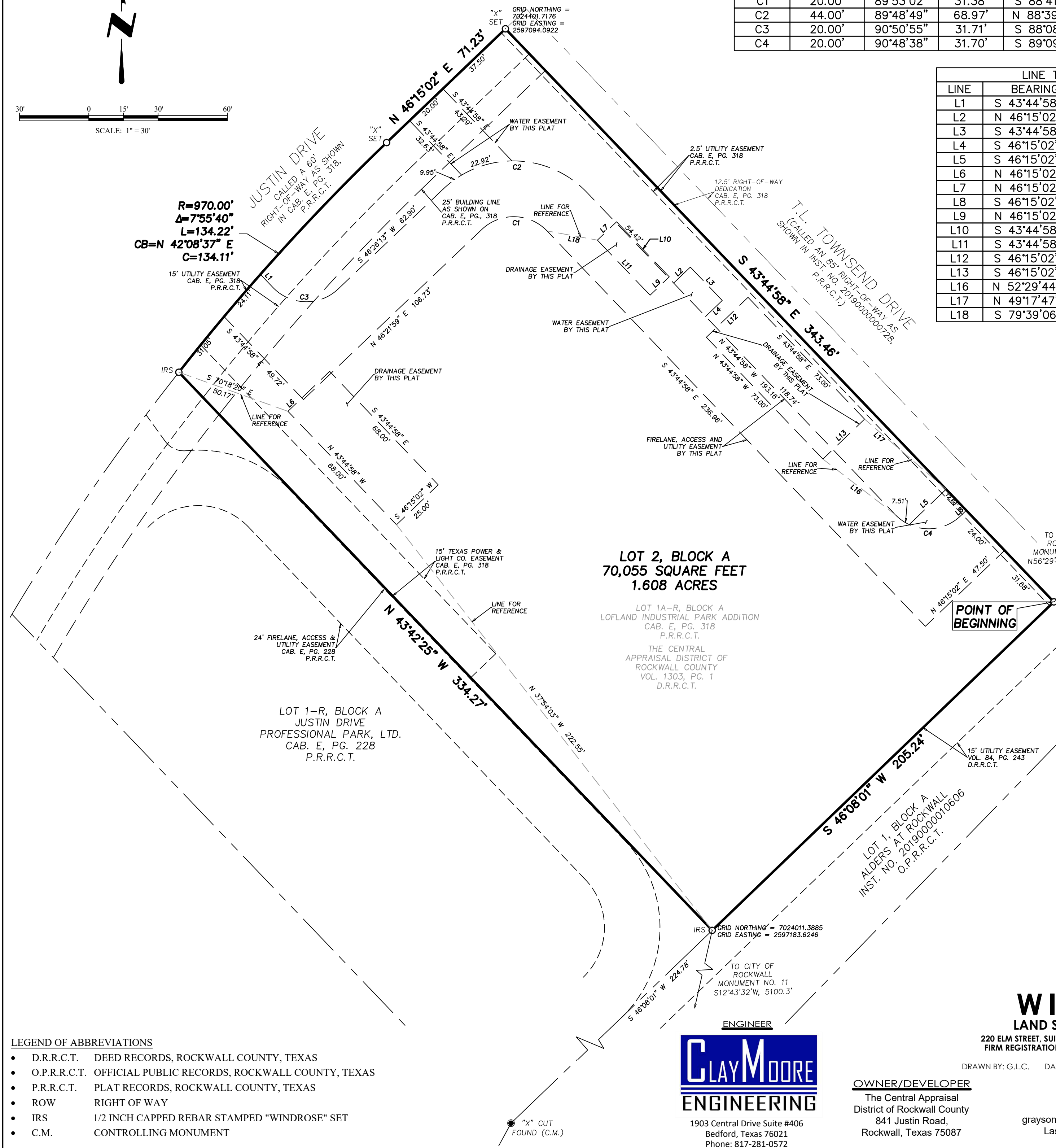
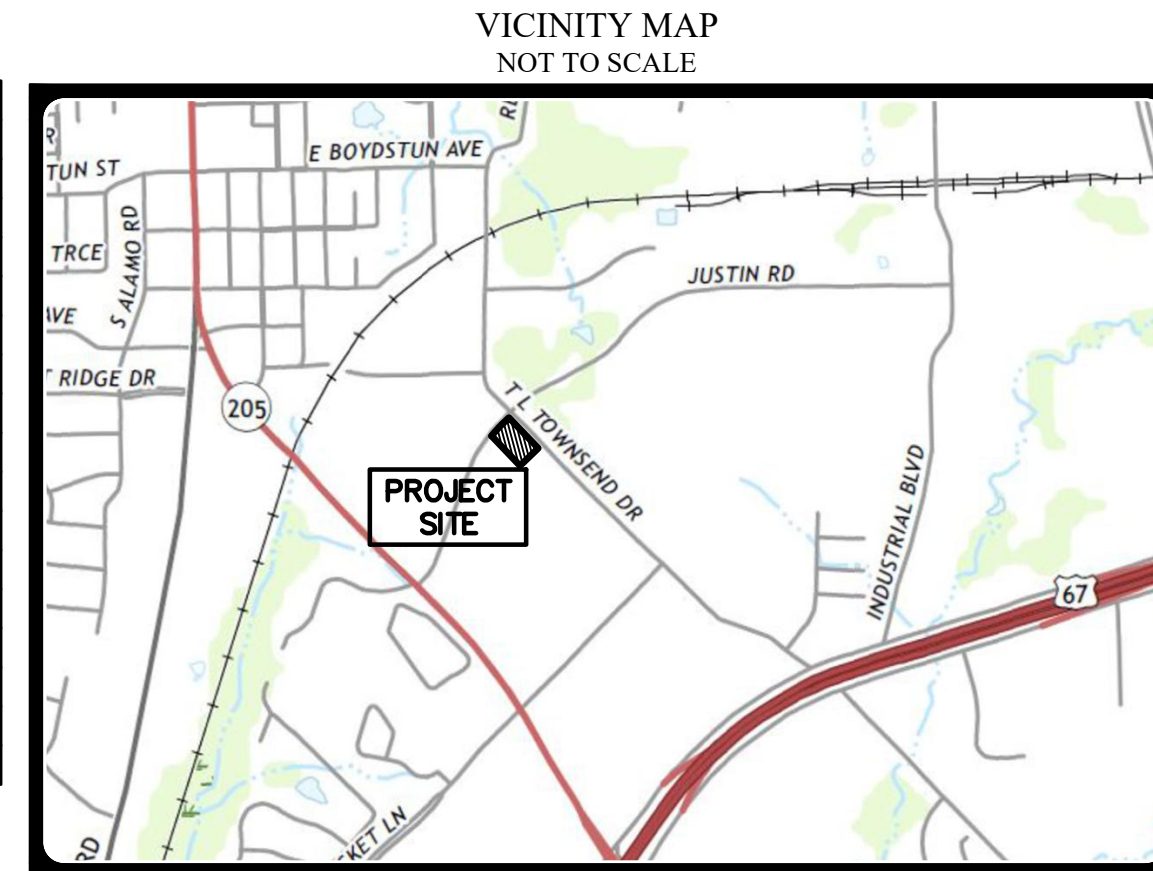
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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





CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	20.00'	89°53'02"	31.38'	S 88°41'29" E	28.26'
C2	44.00'	89°48'49"	68.97'	N 88°39'23" W	62.12'
C3	20.00'	90°50'55"	31.71'	S 88°08'19" E	28.49'
C4	20.00'	90°48'38"	31.70'	S 89°09'17" E	28.48'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 43°44'58" E	7.50'
L2	N 46°15'02" E	10.00'
L3	S 43°44'58" E	20.00'
L4	S 46°15'02" W	10.00'
L5	S 46°15'02" W	22.11'
L6	N 46°15'02" E	25.00'
L7	N 46°15'02" E	11.50'
L8	S 46°15'02" W	3.22'
L9	N 46°15'02" E	11.50'
L10	S 43°44'58" E	33.00'
L11	S 43°44'58" E	33.00'
L12	S 46°15'02" W	25.00'
L13	S 46°15'02" W	25.00'
L16	N 52°29'44" W	39.46'
L17	N 49°17'47" W	46.55'
L18	S 79°39'06" E	22.17'



**SURVEYOR'S NOTES:**

- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with a combined scale factor of 1.000146135.
- This property lies within Zone "X" Unshaded of the Flood Insurance Rate Map for Rockwall County, Texas and Incorporated Areas, map no. 48397C0040L, dated September 26, 2008, via scaled map location and graphic plotting.
- Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
- The purpose of this plat is to add easements to an existing lot of record.
- 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.
- Property owner shall be responsible for maintaining, repairing, and replacing all systems within the drainage and detention easements.

**REPLAT**  
**LOFLAND INDUSTRIAL**  
**PARK ADDITION**  
**LOT 2, BLOCK A**  
 Being a Replat of Lot 1A-R, Block A  
 Lofland Industrial Park Addition,  
 an Addition to the City of Rockwall  
 as recorded in Cabinet F, Page 318,  
 Plat Records, Rockwall County, Texas  
 -- 2021 --

- LEGEND OF ABBREVIATIONS**
- D.R.R.C.T. DEED RECORDS, ROCKWALL COUNTY, TEXAS
  - O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS
  - P.R.R.C.T. PLAT RECORDS, ROCKWALL COUNTY, TEXAS
  - ROW RIGHT OF WAY
  - IRS 1/2 INCH CAPPED REBAR STAMPED "WINDROSE" SET
  - C.M. CONTROLLING MONUMENT

**ENGINEER**

1903 Central Drive Suite #406  
 Bedford, Texas 76021  
 Phone: 817-281-0572

**OWNER/DEVELOPER**  
 The Central Appraisal  
 District of Rockwall County  
 841 Justin Road,  
 Rockwall, Texas 75087

**WINDROSE**  
**LAND SURVEYING | PLATTING**  
 220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544  
 FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

DRAWN BY: G.L.C. DATE: 03/09/2021 CHECKED BY: M.P. JOB NO.: D56412

Point of Contact:  
 Grayson CeBallos  
 972-370-5871  
 grayson.ceballos@windroseservices.com  
 Last Revision Date: 09/16/2021

**POINT OF COMMENCING**

STATE OF TEXAS §  
COUNTY OF ROCKWALL §

WHEREAS The Central Appraisal District of Rockwall County are the owners of a 1.608 acre tract of land situated in the B.J. Lewis Survey, Abstract Number 225, being all of Lot 1A-R, Block A of Lofland Industrial Park Addition, an addition to the City of Rockwall, as recorded in Cabinet E, Page 318, Plat Records, Rockwall County, Texas, being a tract of land described to The Central Appraisal District of Rockwall County, as recorded in Volume 1303, Page 01, Deed Records, Rockwall County, Texas and being more particularly described by metes and bounds as follows: (Bearings and Distances are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD83) (US Foot) with a combined scale factor of 1.00015063);

COMMENCING from a 1/2 inch rebar found for the easternmost corner of Lot 1, Block A of Village Green Residence Addition, an addition to the City of Rockwall, as recorded in Instrument Number 2019000000728, Plat Records, Rockwall County, Texas, also being a point on the south right-of-way line of T.L. Townsend Drive (Called an 85 foot right-of-way as shown in Instrument Number 20190000000728, Plat Records, Rockwall County, Texas);

THENCE North 45 degrees 28 minutes 27 seconds West, with the south right-of-way line of said T.L. Townsend Drive, with a north line of said Lot 1, a distance of 126.84 feet to a 1/2 inch rebar found for an exterior "ell" corner of said Lot 1;

THENCE North 43 degrees 31 minutes 29 seconds West, with the south right-of-way line of said T.L. Townsend Drive, same being a north line of said Lot 1, a distance of 245.00 feet to a point for the northernmost corner of said Lot 1, same being the easternmost northeast corner of Lot 1, Block A of Alders At Rockwall as recorded in Instrument Number 20190000010606, Plat Records, Rockwall County, Texas from which a 1/2 inch rebar found bears South 15 degrees 36 minutes West, a distance of 0.3 feet;

THENCE North 43 degrees 31 minutes 29 seconds West, with the south right-of-way line of said T.L. Townsend Drive, with the northeasternmost line of said second referenced Lot 1, a distance of 43.95 feet to an "X" Cut set in concrete for the easternmost corner of said Lot 1A-R, same being the easternmost northwest corner of said second referenced Lot 1 and said point being THE POINT OF BEGINNING;

THENCE South 46 degrees 08 minutes 01 seconds West, departing the south right-of-way line of said T.L. Townsend Drive, with a northwest line of said second referenced Lot 1, same being the southeastern line of said Lot 1A-R, a distance of 205.24 feet to a 1/2 inch rebar capped "WINDROSE" set for the easternmost corner of Lot 1-R, Block A of Justin Drive Professional Park, LTD, an addition to the City of Rockwall, as recorded in Cabinet E, Page 228, Plat Records Rockwall County, Texas;

THENCE North 43 degrees 42 minutes 25 seconds West, departing a north line of said second referenced Lot 1, with an east line of said Lot 1-R, a distance of 334.27 feet to a 1/2 inch rebar capped "WINDROSE" set for the northern most corner of said Lot 1-R and lying on the south right-of-way line of Justin Drive (Called a 60 foot right-of-way as shown in Cabinet E, Page 318, Plat Records, Rockwall County, Texas) and being the beginning of a curve to the right with a radius of 970.00 feet, a central angle of 07 degrees 55 minutes 40 seconds and a chord bearing and distance of North 42 degrees 08 minutes 37 seconds East, a distance of 134.11 feet;

THENCE with said curve to the right, with the east right-of-way line of said Justin Drive, an arc length of 134.22 feet to an "X" Cut set in concrete for corner;

THENCE North 46 degrees 15 minutes 02 seconds East, with the southeast right-of-way line of said Justin Drive, a distance of 71.23 feet to an "X" Cut set in concrete at the intersection of the southeast right-of-way line of said Justin Drive, same being the southwest right-of-way line of said T.L. Townsend Drive;

THENCE South 43 degrees 44 minutes 58 seconds East, with the southwest right-of-way line of said T.L. Townsend Drive, a distance of 343.46 feet to THE POINT OF BEGINNING and containing 70,055 square feet or 1.608 acres of land, more or less.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

I (we) the undersigned owner(s) of the land shown on this plat, and designated herein as the **Lofland Industrial Park Addition** subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I (we) further certify that all other parties who have a mortgage or lien interest in the **Lofland Industrial Park Addition** subdivision have been notified and signed this plat. I (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 easements 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 compiled 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 improvemeets 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.

I (we) further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the Suvdivision 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.

**The Central Appraisal District of Rockwall County**

\_\_\_\_\_  
Authorized Representative - Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

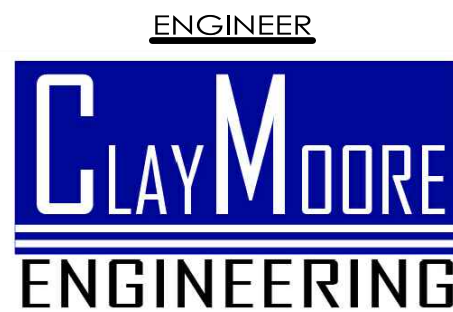
\_\_\_\_\_  
Date

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

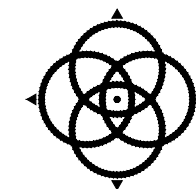
GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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



1903 Central Drive Suite #406  
Bedford, Texas 76021  
Phone: 817-281-0572

**OWNER/DEVELOPER**  
The Central Appraisal  
District of Rockwall County  
841 Justin Road,  
Rockwall, Texas 75087



**WINDROSE**  
LAND SURVEYING | PLATTING

220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544  
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

DRAWN BY: G.L.C. DATE: 03/09/2021 CHECKED BY: M.P. JOB NO.: D56412

Point of Contact:  
Grayson CeBallos  
972-370-5871  
grayson.ceballos@windroseservices.com  
Last Revision Date: 09/16/2021

STATE OF TEXAS §  
COUNTY OF DENTON §

This is to certify that I, Mark N. Peeples, a Registered Professional Land Surveyor of the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

**PRELIMINARY**

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT DATED 9/16/2021

Mark N. Peeples, R.P.L.S.  
No. 6443

STATE OF TEXAS §  
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark N. Peeples, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

**APPROVAL:**  
  
\_\_\_\_\_  
Planning and Zoning Commission, Chairman  
  
\_\_\_\_\_  
Date

**APPROVAL:**  
  
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 \_\_\_\_\_, 20\_\_\_\_.  
  
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.  
  
\_\_\_\_\_  
Mayor, City of Rockwall  
  
\_\_\_\_\_  
City Secretary  
  
\_\_\_\_\_  
City Engineer  
  
\_\_\_\_\_  
Chairman

**REPLAT**  
**LOFLAND INDUSTRIAL**  
**PARK ADDITION**  
**LOT 2, BLOCK A**  
Being a Replat of Lot 1A-R, Block A  
Lofland Industrial Park Addition,  
an Addition to the City of Rockwall  
as recorded in Cabinet F, Page 318,  
Plat Records, Rockwall County, Texas



Closure Sheet Lofland Industrial Park Addition

North: 7,023,703.73' East: 2,598,364.39'

Segment# 1: Curve

Length: 134.22' Radius: 970.00'  
Delta: 7°55'40" Tangent: 67.22'  
Chord: 134.11' Course: N42°08'37"E  
Course In: S51°49'13"E Course Out: N43°53'33"W  
RP North: 7,023,104.15' East: 2,599,126.88'  
End North: 7,023,803.17' East: 2,598,454.37'

Segment# 2: Line

Course: N46°15'02"E Length: 71.23'  
North: 7,023,852.43' East: 2,598,505.83'

Segment# 3: Line

Course: S43°44'58"E Length: 343.46'  
North: 7,023,604.32' East: 2,598,743.33'

Segment# 4: Line

Course: S46°08'01"W Length: 205.24'  
North: 7,023,462.09' East: 2,598,595.36'

Segment# 5: Line

Course: N43°42'25"W Length: 334.27'  
North: 7,023,703.73' East: 2,598,364.39'

Perimeter: 1,088.41' Area: 1.608Acre  
Error Closure: 0.00 Course: S66°03'10"E  
Error North : -0.002 East: 0.004

Precision 1: 1,088,420,000.00





## MEMORANDUM

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**TO:** Mary Smith, City Manager

**CC:** Honorable Mayor and City Council

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

**DATE:** October 4, 2021

**SUBJECT:** P2021-048; REPLAT FOR LOTS 2, 3, & 4, BLOCK A, EPTON ADDITION

---

### Attachments

Case Memo  
Development Application  
Location Map  
Replat

### Summary/Background Information

Consider a request by Jeremy Epton for the approval of a *Replat* for Lots 2, 3, & 4, Block A, Epton Addition being a 4.95-acre parcel of land identified as Lot 1, Block A, Epton Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 1 (SF-1) District, addressed as 2075 Airport Road, and take any action necessary.

### Action Needed

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



# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

---

**TO:** Mayor and City Council  
**DATE:** October 4, 2021  
**APPLICANT:** Jeremy Epton  
**CASE NUMBER:** P2021-048; *Replat for Lots 2, 3, & 4, Block A, Epton Addition*

---

### SUMMARY

Consider a request by Jeremy Epton for the approval of a Replat for Lots 2, 3, & 4, Block A, Epton Addition being a 4.95-acre parcel of land identified as Lot 1, Block A, Epton Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 1 (SF-1) District, addressed as 2075 Airport Road, and take any action necessary.

### PLAT INFORMATION

- ☑ The purpose of the applicant's request is to Replat a 4.95-acre parcel of land into three (3) lots (*i.e. Lots 2, 3, & 4, Block A, Epton Addition*) for the purpose of constructing single-family homes on two (2) of the lots (*i.e. Lots 2 & 4, Block A, Epton Addition*). Currently, the subject property has a single-family home on Lot 3. The subject property is zoned Single-Family 1 (SF-1) District.
- ☑ On March 16, 1998 the City Council approved *Ordinance No. 98-10* annexing the subject property. The City's historic zoning maps show that the subject property was zoned Agricultural (AG) District at the time of annexation. On January 2, 2018 the City Council approved a final plat (*i.e. Case No. P2017-071*) establishing Lot 1, Block A, Epton Addition. On August 16, 2021 the subject property was rezoned from Agricultural (AG) District to Single-Family 1 (SF-1) District by *Ordinance No. 21-42 (i.e. Case No. Z2021-031)*.
- ☑ The surveyor has completed the majority of the technical revisions requested by staff, and this Replat -- *conforming to the requirements for plats as stipulated by the Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☑ Conditional approval of this Replat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- ☑ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

### CONDITIONS OF APPROVAL

If the City Council chooses to approve the Replat for Lot 2, 3, & 4, Block A, Epton Addition, staff would propose the following conditions of approval:

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

**PLANNING AND ZONING COMMISSION**

On September 28, 2021, the Planning and Zoning Commission approved a motion to recommend approval of the replat by a vote of 6-0, with Commissioner Deckard absent.



# DEVELOPMENT APPLICATION

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

STAFF USE ONLY

PLANNING & ZONING CASE NO. P2021-048

**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 [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> \$399

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)

Variance Request (\$100.00)

**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, round up to one (1) acre.

## PROPERTY INFORMATION [PLEASE PRINT]

Address 2075 AIRPORT RD

Subdivision EPTON ADDITION Lot 1 Block A

General Location AIRPORT RD + FM 3549

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

Current Zoning RES Current Use RESIDENTIAL

Proposed Zoning SF (1 AC) Proposed Use SAME

Acreage 4.95 AC Lots [Current] 1 Lots [Proposed] 3

**SITE PLANS AND PLATS:** By checking this box you acknowledge that due to the passage of HB3167 the City no longer has flexibility with regard to its approval process, and failure to address any of staff's comments by the date provided on the Development Calendar will result in the denial of your case.

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

<input checked="" type="checkbox"/> Owner <u>JEREMY EPTON</u>	<input checked="" type="checkbox"/> Applicant <u>SAME</u>
Contact Person _____	Contact Person _____
Address <u>2075 AIRPORT RD</u>	Address _____
City, State & Zip <u>ROCKWALL, TX 75087</u>	City, State & Zip _____
Phone <u>214-490-4047</u>	Phone _____
E-Mail <u>jeremy.epton@cbdfw.com</u>	E-Mail _____

## NOTARY VERIFICATION [REQUIRED]

Before me, the undersigned authority, on this day personally appeared JEREMY EPTON [Owner] the undersigned, who stated the information on this application to be true and certified the following:

"I hereby certify that I am the owner for the purpose of this application; all information submitted herein is true and correct; and the application fee of \$ 399<sup>00</sup>, to cover the cost of this application, has been paid to the City of Rockwall on this the 17 day of Sept, 2021. 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."

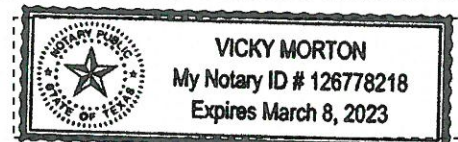
Given under my hand and seal of office on this the 17 day of Sept, 2021

Owner's Signature

[Signature]

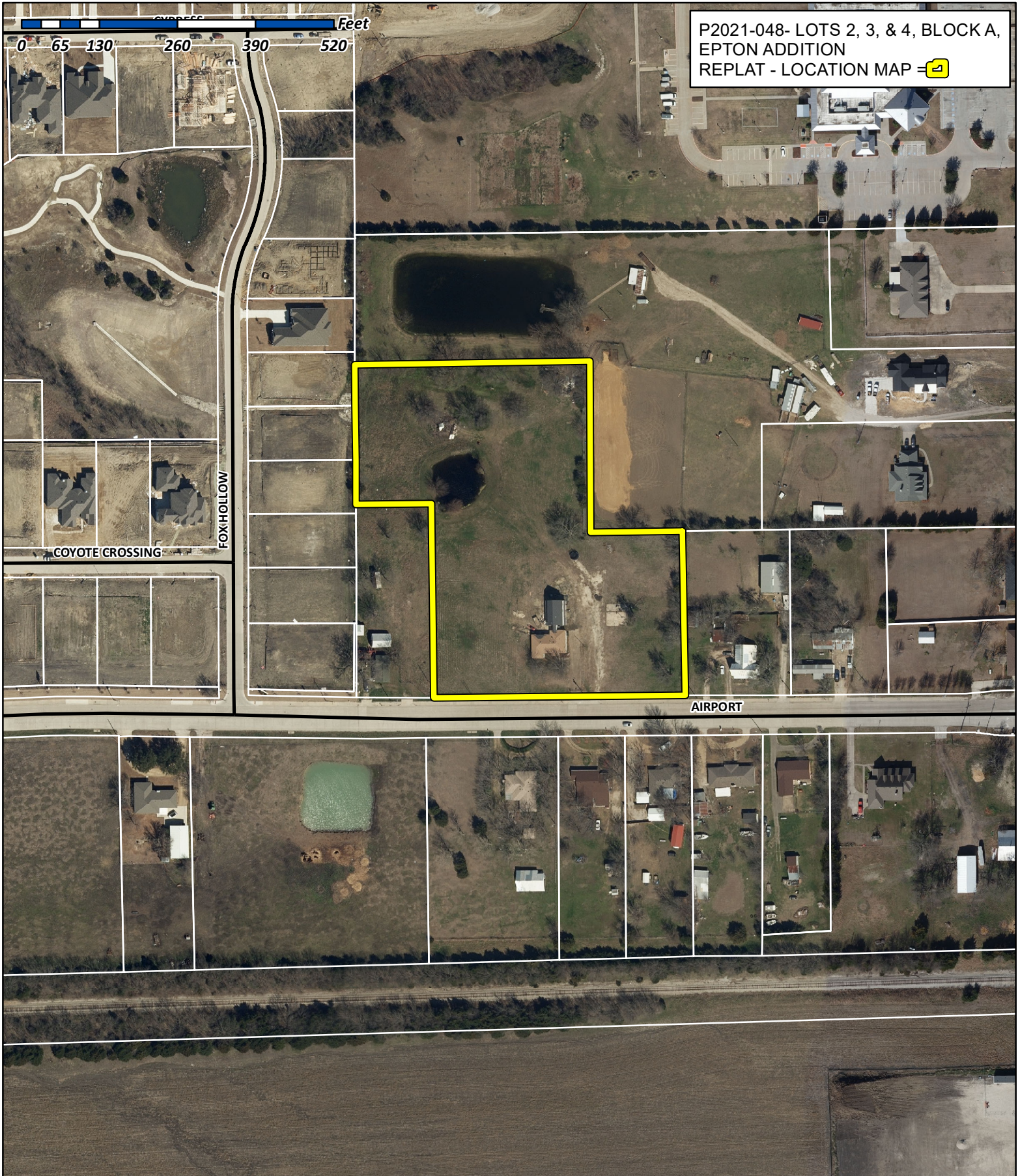
Notary Public in and for the State of Texas


Vicky Morton



My Commission Expires

3-8-2023



P2021-048- LOTS 2, 3, & 4, BLOCK A,  
EPTON ADDITION  
REPLAT - LOCATION MAP = 

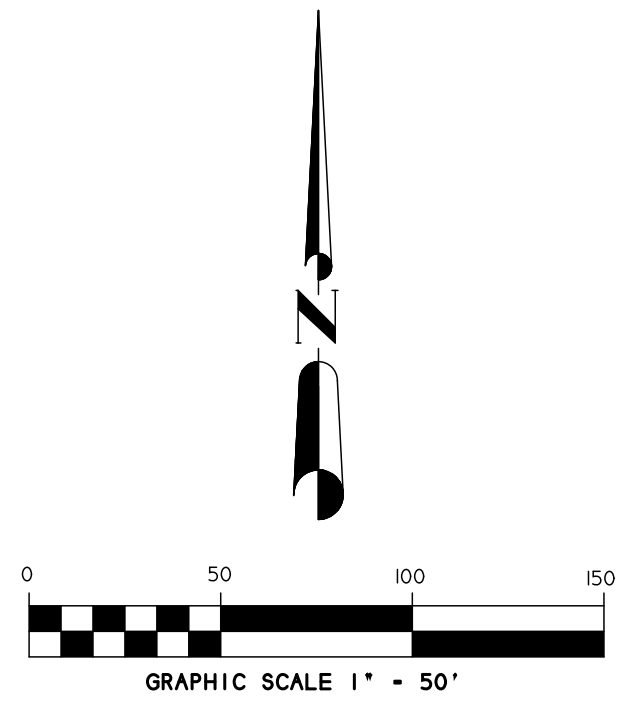
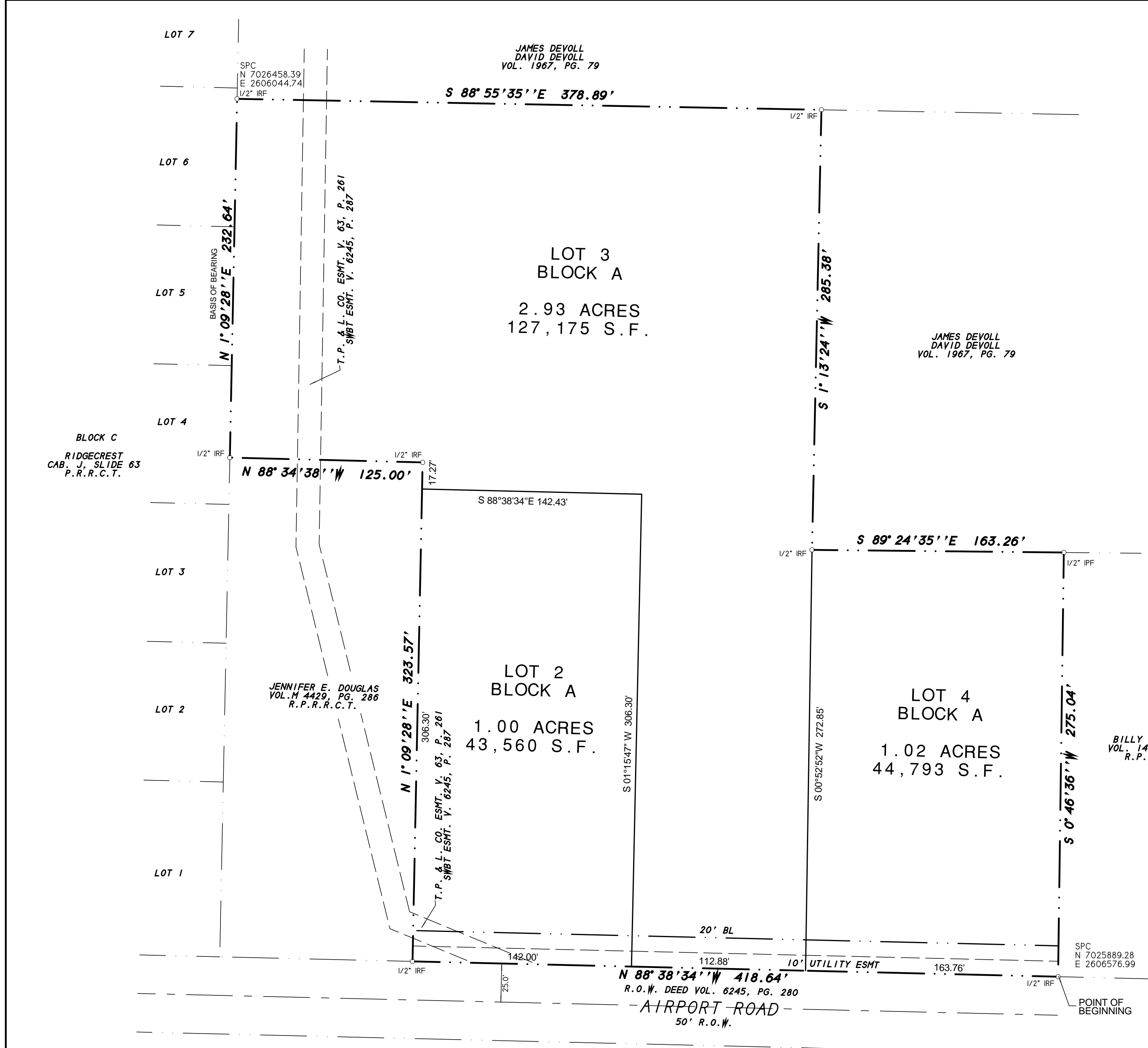
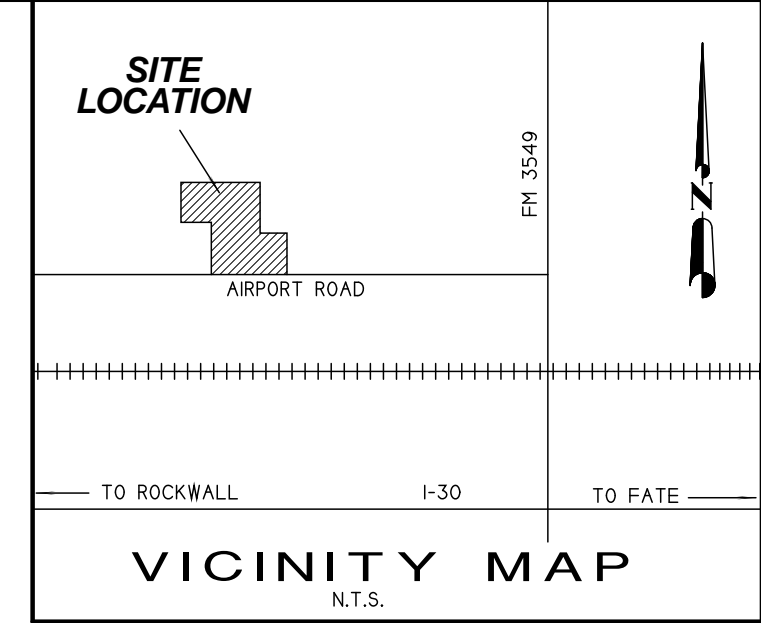


# City of Rockwall

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.





REPLAT  
**EPTON ADDITION**  
 LOTS 2, 3 & 4, BLOCK A  
 4.95 ACRES OR 215,528 S.F.  
 ( 3 LOTS )

E. M. ELLIOTT SURVEY, A-80  
 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

- GENERAL NOTES:
- 1) It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, as required under Ordinance 83-54.
  - 2) According to F.E.M.A. Flood Insurance Rate Map, Community Panel No. 48397C0045 L dated Sept. 26, 2008, this property lies in Zone X. This property does not appear to lie within a 100-year flood plain.
  - 3) BEARING SOURCE: CITY OF ROCKWALL CONTROL MONUMENT SYSTEM.
  - 4) ALL 1/2" IRS ARE CAPPED WITH YELLOW PLASTIC CAPS "RPLS 5034."

SHEET 1 OF 2

**OWNER:**  
 JEREMY EPTON  
 KRISTI EPTON  
 2075 AIRPORT ROAD  
 ROCKWALL, TEXAS 75087

**H.D. Fetty Land Surveyor, LLC**  
 Firm Registration no. 101509-00  
 6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

SYMBOL LEGEND	
TV TELEVISION CABLE RIDER	GAS METER
ELEC. METER	ELEC. BOX
ELECTRIC METER	WATER METER
BASEMENT LINE	ALL COND. LINES
FENCE	PROPERTY LINES
PROPE. FOUND CORNER	PROPANE TANK

SURVEY DATE: SEPTEMBER 13, 2021  
 SCALE: 1" = 50'  
 FILE # 20150309RP  
 CLIENT: EPTON

OWNER'S CERTIFICATE  
(Public Dedication)  
STATE OF TEXAS  
COUNTY OF ROCKWALL

WHEREAS Jeremy Epton and Kristi Epton, BEING THE OWNERS OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:

All that certain lot, tract or parcel of land situated in the E.M. ELLIOTT SURVEY, ABSTRACT NO. 77, City of Rockwall, Rockwall County, Texas, and being a part of a tract of land as described in a Warranty deed from Arvel Gray and Lena Gray to J.E. Parker and Deloris Estelle Parker, dated August 19, 1967 and being recorded in Volume 80, Page 41 of the Deed Records of Rockwall County, Texas, and also a part of a tract of land as described in a Special Warranty deed from Bobby H. Douglas to Deloris Estelle Douglas, dated August 26, 2000 and being recorded in Volume 2011, Page 267 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the east boundary line of said Parker tract and the west boundary line of a tract of land as described in a Warranty deed to Billy W. Peoples, as recorded in Volume 1464, Page 321 of the Real Property Records of Rockwall County, Texas, said point being N. 00 deg. 46 min. 36 sec. E., 24.91 feet from the southeast corner of said Parker tract and in the north right-of-way line of Airport Road, per deed recorded in Volume 6245, Page 280 of the Official Public Records of Rockwall County, Texas;

THENCE N. 88 deg. 38 min. 34 sec. W. along the north right-of-way line of Airport Road, a distance of 418.64 feet to a 1/2" iron rod found for corner in the east boundary line of a tract of land as described in a Warranty deed to Jennifer Douglas, as recorded in Volume 4429, Page 286 of the Real Property Records of Rockwall County, Texas;

THENCE N. 01 deg. 09 min. 28 sec. E. along the east line of said Jennifer Douglas tract, a distance of 323.57 feet to a 1/2" iron rod found for corner at the northeast corner of same;

THENCE N. 88 deg. 34 min. 38 sec. W. along the north line of said tract, a distance of 125.00 feet to a 1/2" iron rod found for corner at the northwest corner of same;

THENCE N. 01 deg. 09 min. 28 sec. E. a distance of 232.64 feet to a 1/2" iron rod found for corner at the northwest corner of said Deloris Estelle Douglas tract;

THENCE S. 88 deg. 55 min. 35 sec. E. a distance of 378.89 feet to a 1/2" iron rod found for corner at the northeast corner of said Deloris Estelle Douglas tract;

THENCE S. 01 deg. 13 min. 24 sec. W. a distance of 285.38 feet to a 1/2" iron rod found for corner at the northwest corner of said Parker tract;

THENCE S. 89 deg. 24 min. 35 sec. E. a distance of 163.26 feet to a 1/2" iron pipe found for corner at the northeast corner of said Parker tract and northwest corner of said Peoples tract;

THENCE S. 00 deg. 46 min. 36 sec. W. a distance of 275.04 feet to the POINT OF BEGINNING and containing 215,528 square feet or 4.95 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS  
COUNTY OF ROCKWALL

I the undersigned owner of the land shown on this plat, and designated herein as EPTON ADDITION, LOTS 2, 3 & 4, BLOCK A, an Addition to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in EPTON ADDITION, LOTS 2, 3 & 4, BLOCK A, have been notified and signed this plat.

I 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 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 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.

I 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, my successors and assigns hereby waive any claim, damage, or cause of action that I may have as a result of the dedication of exaction's made herein.

JEREMY EPTON

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared JEREMY EPTON 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 \_\_\_\_\_, \_\_\_\_\_.

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

KRISTI EPTON

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared KRISTI EPTON 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 \_\_\_\_\_, \_\_\_\_\_.

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold D. Fetty, III, R.P.L.S. No. 5034, 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.

Harold D. Fetty, III  
Registered Professional Land Surveyor No. 5034



RECOMMENDED FOR FINAL APPROVAL

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

APPROVED

I hereby certify that the above and foregoing replat of EPTON ADDITION, LOTS 2, 3 & 4, BLOCK A, an addition to the City of Rockwall, Texas, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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.

Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of Rockwall.

WITNESS OUR HANDS, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Mayor, City of Rockwall

City Secretary City of Rockwall

City Engineer

Date

REPLAT  
**EPTON ADDITION**  
LOTS 2, 3 & 4, BLOCK A  
4.95 ACRES OR 215,528 S.F.  
( 3 LOTS )

E. M. ELLIOTT SURVEY, A-80  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

SHEET 2 OF 2

SYMBOL LEGEND	
⊗ TELEPHONE CABLE RISER	⊗ GAS METER
⊗ FRI HYDRANT	⊗ FIRE POWER POLE
⊗ ELEC. SUBURFACE JUNCTION BOX	⊗ ELEC. BOX
⊗ WATER METER	⊗ LIGHT POLE
⊗ AIR COND. UNIT	⊗ PROpane TANK
— EASEMENT LINE	— PROPERTY LINES

OWNER:  
JEREMY EPTON  
KRISTI EPTON  
2075 AIRPORT ROAD  
ROCKWALL, TEXAS 75087

H.D. Fetty Land Surveyor, LLC

Firm Registration no. 101509-00  
6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

SURVEY DATE SEPTEMBER 13, 2021  
SCALE 1" = 50'  
CLIENT EPTON

CITY CASE P2021



City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** City Council  
**FROM:** Joey Boyd, Assistant City Manager  
**DATE:** September 30, 2021  
**SUBJECT:** Contract with Nouveau Construction

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The City of Rockwall has leased office space in the Rockwall Technology Park and has selected Nouveau Construction to perform renovations for the Rockwall Police Department South office location. The renovation proposal from Nouveau is for \$356,090. The City will use its vendors to complete access control and security measures along with IT network installation. The project budget is:

Nouveau Construction –	\$356,090
Contingency -	\$25,000
Security / Access Control –	\$45,000
IT Network / Redundancy -	\$233,960
<b>Total:</b>	<b>\$660,050</b>

Funding Sources:

Tenant Finish Out:	\$120,000
Seized Funds:	\$100,000
General Fund Reserves:	\$440,050

Nouveau has indicated that they can mobilize and begin the project within the next two weeks and it is anticipated to take 60 days to complete the work, with exception for specialty items such as bullet resistant material that have a longer lead time for delivery.

The City Council is asked to consider:

1. Approving funds from General Fund Reserves in the amount of \$440,050 for the project.



2. Authoring the City Manager to negotiate and execute a contract with Nouveau Construction for renovations of the office space in the Rockwall Technology Park.
3. Authorize the City Manager to issue purchase orders for the additional security and technology aspects of the project.

Funds are available in General Fund Reserves. Staff will be available to answer any questions.



## MEMORANDUM

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**TO:** Mary Smith, City Manager

**CC:** Honorable Mayor and City Council

**FROM:** Lea Ann Ewing, Purchasing Agent

**DATE:** October 4, 2021

**SUBJECT:** PURCHASE OF A NEW TORO WORKMAN UTILITY VEHICLE AND TOP DRESSER

---

### Attachments

#### Summary/Background Information

Approved in the Parks Operations budget are the Toro Workman HD utility vehicle and Top Dresser to be funded out of General Fund Reserves.

The total cost for this equipment is \$48,910.49 and is available from Professional Turf Products through the Texas Association of School Boards Buy Board purchasing cooperative contract 611-20. As a member and participant in this cooperative, the City has met all formal bidding requirements pertaining to this purchase. The cost of the new vehicle and equipment is within budget.

#### Action Needed

For Council consideration is the bid award to Professional Turf Products for \$48,910.49 for the vehicle and equipment and authorize the City Manager to execute a purchase order.



## MEMORANDUM

---

**TO:** Mary Smith, City Manager

**CC:** Honorable Mayor and City Council

**FROM:** Lea Ann Ewing, Purchasing Agent

**DATE:** October 4, 2021

**SUBJECT:** WATERFALL IN-LAKE PUMPS REPLACEMENT AND LINE REPAIRS AT THE HARBOR

---

Attachments  
Cost Proposal

Summary/Background Information

In Fiscal Year 2021 approved in the Recreation Development Fund was \$100,000 for the install of a small cofferdam, explore, and repair an 8" pipe that ruptured under water that feeds the waterfall feature by Cinemark Theater. The line is still supplying about 50% of the flow to the waterfall feature but when the line completely ruptures, we will be required to take that feature out of operation.

Staff has been working with Control Specialist Services on this project. Their proposed repair estimate of \$74,422 is attached for consideration. This project started in FY 2021 and will be completed in FY 2022. We will be utilizing the City of Plano contract with Control Specialist Services for this repair project. City of Rockwall has executed an Interlocal Agreement with Plano that allows us to piggyback their competitively bid contracts and agreements and as a partner in this Agreement; the City has met all formal bidding requirements pertaining to this repair project.

Action Needed

For Council consideration is the bid award to Control Specialist Services for \$74,422 and authorize the City Manager to execute a contract for this project.



# ESTIMATE

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**Legacy Contracting, L.P.**  
**Db a Control Specialist Services, L.P.**  
PO Box 1479  
Decatur, TX 76234  
[www.csi5.com](http://www.csi5.com)

NO: 0823-01  
DATE: August 23, 2021

To: City of Rockwall  
Location: Lake Waterfall Pumps Replacement  
Attn: Mr. Travis Sales

The submersible in lake pumps that operate the waterfall have been torn down and inspected. The pumps are severely worn and damaged, repair cost estimates are higher than replacement cost. The pump cage had settled into the mud with the suction end of pumps fully submerged in mud. The pump cage was silted in just over half way up the discharge header.

CSS intends to construct a concrete slab at our shop approximately 7'x7'x1' thick, with lifting eyes. Slab will be hauled to location, transported on our barge and lowered into position for the cage and new pumps to sit on. Cage will be strapped to slab. The hope is to prevent the cage from settling into mud and causing silting of pumps. It is recommended to have this pumping unit inspected on a regular interval to assess conditions and make adjustments prior to pump damage. Will require divers each inspection.

We also recommend a junction box connection be added to allow splicing of the power cords. There is a known broken conduit somewhere in the run from electrical room to the retaining wall. This estimate allows a stainless-steel junction box installed on the wall nearest electrical room. Then core drill thru concrete to access electrical room. Install conduits from junction box to a point below water surface to protect electrical cords.

This estimate covers the services required to hire the divers perform all underwater work as needed. The divers are estimated by the day being 8 hours long, overtime for divers after 8 hours is \$450.00 per hour.

CSS will utilize a work barge and work boat to install the concrete slab, pumps and piping with the cage housing them. The work barge will be modular, trucked to the lake, assembled onsite, perform tasks described, disassembled and hauled from lake. Mobilization and demobilization required for this effort. A work boat will be used to run conduit along wall from the water side.

A sizable leak still exists somewhere in the discharge line between the pumps and the waterfall. It is our intent to further research with our divers after starting the pumps. No leak repair plan has been established yet.

Pump delivery estimate 10-12 weeks after order approval. Will try to improve on this.

<u>Divers, dive equipment, rigging gear, mobilization/demobilize</u>	<u>\$ 4,250.00</u>
<u>New concrete slab installed in lake</u>	<u>\$4,800.00</u>
<u>Install new Pumps in cage into lake, secure to bottom</u>	<u>\$ 5,500.00</u>
<u>Electrical Reroute as required</u>	<u>\$12,500.00</u>
<u>Furnish new pumps with 100ft cords</u>	<u>\$35,572.00</u>
<u>Work barge mobilization/demobilization, assemble, disassemble</u>	<u>\$2,500.00</u>
<u>Work barge and work boat 1 day</u>	<u>\$ 8,500.00</u>
<u>Trucks and Crane</u>	<u>\$ 800.00</u>
<b><u>Total Estimated Price:</u></b>	<b><u>\$ 74,422.00</u></b>

If The City of Rockwall wishes to join a piggyback contract with interlocal agreements, please refer to:

The City of Plano "Water and Wastewater Pumping Equipment Repair and Maintenance". Current contract extended thru Sept.11,2021. New contract on Plano agenda for Aug.23,2021 for another five-year term. This contract has been continuous since 1976.

The new RFP no. is 2021-2025-AC

The expiring No. is RFP no. 2016-003-C

**Note:** Price does not include repair of leak in discharge line, location of leak uncertain currently.

**Note:** price is an estimate due to any unforeseen developments

**Note:** price does not include any unforeseen parts or labor

**Note:** price does not include freight for pumps, will invoice at cost.

**Note:** price does not include original call out or previous work for this job work to date will invoice as a separate job

#### **EXCLUSIONS:**

If extra labor or materials not described above are required due to unforeseen problems the owner will be notified for approval before work is completed. This quote is good for 30 days from the date referenced above. We thank you for considering Control Specialist Services for your service needs.

Please call if you have any questions. 940-626-1415 office, cell 940-577-1481

Sincerely,  
George Brown,  
President CSS  
[georgeb@csi5.com](mailto:georgeb@csi5.com)



## MEMORANDUM

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**TO:** Mary Smith, City Manager

**CC:** Honorable Mayor and City Council

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

**DATE:** October 4, 2021

**SUBJECT:** GENERAL ENGINEERING SERVICE AGREEMENT FOR WATER AND WASTEWATER ENGINEERING SERVICES

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Attachments  
Contract

Summary/Background Information

The City of Rockwall has hired Birkhoff, Hendricks and Carter, L.L.P. (BHC) for general engineering consultant services for the past several years. BHC provides lift station design review for all of the City's lift stations as well as various water and wastewater consulting services.

Staff requests the City Council consider approval of the Engineering Services Agreement with Birkhoff, Hendricks and Carter, L.L.P. to provide general engineering services for water and wastewater improvements in the City of Rockwall, to be funded by the Engineering Consulting budget.

Action Needed

STATE OF TEXAS



COUNTY OF ROCKWALL

**PROFESSIONAL ENGINEERING SERVICES CONTRACT**

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

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

PROFESSIONAL ENGINEERING SERVICES for Various General Engineering Services for the City of Rockwall

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

Cost for such services will be based on an hourly basis per the rates provided in Attachment “B”. Engineer further agrees that it will prepare and present monthly progress reports and itemized statements.

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

3. Method of Payment

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

4. Engineer's Standard of Care

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

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

5. Ownership of Documents

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



to this Contract, whether or not such proprietary information was modified during the course of providing the services.

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

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

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

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

7. INDEMNIFICATION

**ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS AND EMPLOYEES FROM SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY**

**PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OF ENGINEER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.**

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

8. Addresses for Notices and Communications

**CITY**

**Amy Williams, P.E.**

**Director of Public Works/City Engineer**

City of Rockwall

385 S. Goliad Street

Rockwall, Texas 75087

**ENGINEER**

Matt Hickey, P.E.

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

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

9. Successors and Assigns

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

10. Termination for Convenience of the Parties

Unless terminated in accordance with the terms hereof, this Agreement shall be effective from the date of execution by both parties until three (3) years after such date

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

11. Changes

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

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

13. Reports and Information

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

14. Entire Agreement

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

15. Waiver

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

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees

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

20. State or Federal Laws

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

EXECUTED in triplicate originals on this 22 day of September 2021.

Birkhoff, Hendricks & Carter, LLP



By: \_\_\_\_\_

Name: Matt Hickey, P.E.

Title: Partner

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_ 202\_.

ATTEST:

City of Rockwall, Texas

\_\_\_\_\_  
Mary Smith  
City Manager

# ATTACHMENT “A”

## Scope of Service

The City desires to engage the services of the Engineer to complete General Engineering Services, including consultation, water system analysis, wastewater system analysis, infrastructure planning, and other similar tasks and small design projects with construction values under \$200,000.00. hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein. Design projects requiring construction will be by separate agreement.

The parties agree that Engineer shall perform such services as expressly set forth in the preamble above. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer’s services and work product are intended for the sole use and benefit of Client and are non-intended to create any third-party rights or benefits, or for any use by any other entity or person for any other purpose. Engineer will provide notification of specific scopes of services and budgets upon request for studies and small design projects.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

# ATTACHMENT “B”

## Payment Schedule

Compensation for engineering services shall be based on salary cost times a multiplier of 2.45 with expenses times a multiplier of 1.15. Survey Crew shall be at \$170 per hour, plus mileage. Mileage rate shall be based on current I.R.S. rates at time of billing. Billing shall be posted monthly based on labor and materials expended, with payment due upon receipt of the invoice.

Based on August 2021 salaries, overhead and benefits, the following represents approximate billing rates for various categories of staff.

<u>Description</u>	<u>Approximate Billing Rate</u>
Partner in Charge (Project Manager) .....	\$278.56
Senior Project Engineer / RPLS.....	\$226.10
Engineer .....	\$129.41 - \$139.70
Engineer in Training (EIT) .....	\$107.55 - \$109.68
Senior Technical / CADD Designer .....	\$171.31 – 190.75
Technical / CADD Operator .....	\$96.88 – 129.46
Clerical.....	\$65.14 - \$122.36
2-Man Survey Crew .....	\$179.52 + Milage

The approximate billing rates may vary over time due to changes in salary, overhead and benefits.

# ATTACHMENT “C”

## Project Schedule

Upon the execution of an individual Project Agreement, the Engineer agrees to commence services in accordance with this Agreement and with the individual Project Agreement and to proceed diligently with said service.



# ATTACHMENT “D”

## Sub-Consultants

Sub-Consultant work is not anticipated based on the scope of services for this project.



## MEMORANDUM

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**TO:** Mary Smith, City Manager

**CC:** Honorable Mayor and City Council

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

**DATE:** October 4, 2021

**SUBJECT:** GENERAL ENGINEERING SERVICE AGREEMENT FOR  
MISCELLANEOUS CONSULTING ON STORMWATER ISSUES

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Attachments  
Contract

Summary/Background Information

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

To recoup the City's review costs, a flood study review fee was implemented in 2013 by the City for developments requiring a flood study. The City currently uses Cardinal Strategies Engineering Services, LLC as the Cities Engineering Hydrology and Hydraulics Review Consultant, to perform the reviews of flood and detention studies to ensure compliance with the Cities storm drainage requirements.

Staff requests the City Council consider approval of the Engineering Services Agreement with Cardinal Strategies Engineering Services, LLC to provide general engineering services for the preparation and review of all flood and detention studies submitted to the City, to be funded by the Engineering Consulting budget.

Action Needed

STATE OF TEXAS



COUNTY OF ROCKWALL

**PROFESSIONAL ENGINEERING SERVICES CONTRACT**

This Agreement is made and entered into in Rockwall County, Texas, between City of Rockwall, Texas (“CITY”), a municipal corporation and political subdivision of the State of Texas, acting by and through its City Manager and Cardinal Strategies Engineering Services, LLC, (“ENGINEER”), located at 2770 Capital Street, Wylie, Texas, Engineers duly licensed and practicing under the laws of the State of Texas.

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

PROFESSIONAL ENGINEERING SERVICES for Miscellaneous Consulting on Stormwater Issues.

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

Cost for such services will be based on an as-needed time and material basis and billed as a hourly basis per rates provided in Attachment “B”. Specific services identified at a later date may be billed as a lump sum basis with a not to exceed amount identified around the specific tasks. Engineer is not authorized to perform any work without approval of City.

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

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

3. Method of Payment

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

4. Engineer's Standard of Care

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

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

5. Ownership of Documents

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

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

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

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

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

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

basis, as long as reasonably available under standard policies.

7. **INDEMNIFICATION**

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

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

8. Addresses for Notices and Communications

**CITY**

**Amy Williams, PE, City Engineer**  
City of Rockwall  
385 S. Goliad Street  
Rockwall, Texas 75087

**ENGINEER**

**Thomas Caffarel, PE, CFM, Engineering Services Manager**  
Cardinal Strategies Engineering Services, LLC  
2770 Capital Street  
Wylie, Texas 75098

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

9. Successors and Assigns

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

10. Termination for Convenience of the Parties

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

11. Changes

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

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

13. Reports and Information

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

14. Entire Agreement

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

15. Waiver

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

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees

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

20. State or Federal Laws

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



EXECUTED in triplicate originals on this 23rd day of September 2021.

Cardinal Strategies Engineering Services, LLC

By: Kim Anderson  
Name: Kim Anderson  
Title: President

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_ 202\_.

ATTEST:

City of Rockwall, Texas

\_\_\_\_\_  
Mary Smith  
City Manager

**EXHIBIT A  
SCOPE OF SERVICES**

**TO BE PROVIDED BY CARDINAL STRATEGIES ENGINEERING SERVICES, LLC, TO  
THE CITY OF ROCKWALL FOR THE  
MISCELLANEOUS CONSULTING ON STORMWATER ISSUES**

**Project Description:**

The City seeks to engage in professional engineering services for various projects involving stormwater and other water resources matters that will be needed from time to time based on the specific needs to the City. No specific projects have been identified, but as they are identified, specific scopes of service can be prepared accordingly.

**A. SPECIAL SERVICES**

The Consultant shall receive written approval from the City before proceeding with any of the following services listed below and shall invoice the services as different tasks on a monthly basis.

1. Stormwater Development Reviews –
  - a. Consultant shall provide assistance with the review of proposed development projects and other proposed construction within the City’s jurisdiction on issues related to stormwater drainage (including but not limited to conformance with the current City Standards of Design and Construction, conformance with the Flood Damage and Prevention Ordinance, review of Detention Studies, review of Floodplain Studies, Reclamation, and modifications within the floodplain); flood hazard and erosion potential and prevention; regulatory issues related to flood damage prevention, and other regulatory compliance issues related to water resources matters, and provide a list of review comments, summary of review, and opinions and recommendations to the City Public Works Department – Engineering Division for consideration.
  - b. Upon request, consultant shall be available for project specific meetings with the City staff and developer team to discuss stormwater related challenges with the development.
  - c. Consultant shall review development of LOMR, CLOMR, LOMAs that are submitted to the City requesting City approval for FEMA processing.
  - d. Consultant shall serve as the City’s Floodplain Mapping, Flood Study and digital H&H Model Repository
    - i. Consultant shall update the City’s Master hydrology and hydraulic models based on proposed developments that are approved and update the City’s GIS Floodplain layers to reflect approved developments.
    - ii. Consultant shall release flood models and mapping to proposed developers upon City’s request along with City Criteria and other information to performing flood and detention studies within the City.
  - e. Consultant shall review and provided comments for each submittal within in 2 weeks from the date of receipt and return to the City.
2. Perform and submit for the City upon request FEMA LOMRs, LOMR-Fs, LOMAs, etc.
  - a. Consultant shall provide services for the above. Detailed scope of services and fee will be established by separate task.
3. Expert Stormwater Advice/Compliance –
  - a. Consultant shall provide assistance to the City in their enforcement of their flood damage prevention and in requirements for compliance with related local, state, and federal regulations. Such assistance may or may not be associated with proposed development, and may include providing opinions, recommendations, advice and other miscellaneous

assistance to the City regarding drainage, flood hazard protection, and regulatory issues related to the City's ordinances pertaining to stormwater drainage, in particular the City's flood damage prevention ordinance and the City's Standards of Design and Construction.

4. Coordination and Meetings –
  - a. Consultant shall be in attendance, upon request and when available, for specific meetings with City staff.
5. City Project Reviews
  - a. Consultant shall provide assistance with the review of proposed City projects within the City's jurisdiction on issues related to stormwater drainage (including but not limited to conformance with the current City Standards of Design and Construction, conformance with the Flood Damage and Prevention Ordinance, review of Detention Studies, review of Floodplain Studies, Reclamation, and modifications within the floodplain); flood hazard and erosion potential and prevention; regulatory issues related to flood damage prevention, and other regulatory compliance issues related to water resources matters, and provide a list of review comments, summary of review, and opinions and recommendations to the City Public Works Department – Engineering Division for consideration.
  - b. Upon request, consultant shall be available for project specific meetings with the City staff to discuss stormwater related challenges with the project area.
  - c. Review of City's LOMR, CLOMR, LOMAs that are submitted to the City requesting City approval for FEMA processing.
  - d. Consultant shall serve as the City's Floodplain Mapping, Flood Study and digital H&H Model Repository
    - i. Consultant shall update the City's Master hydrology and hydraulic models based on proposed City projects that are approved and update the City's GIS Floodplain layers to reflect approved projects.
    - ii. Consultant shall release flood models and mapping to City's engineers and project teams upon City's request along with City Criteria and other information to performing flood and detention studies within the City.
  - e. Consultant shall review and provided comments for each submittal within in 2 weeks from the date of receipt and return to the City.
6. Stormwater Utility Fee
  - a. Consultant shall provide assistance to the City Engineering Division with assistance in developing and justifying a stormwater utility fee in which the City shall have a dedicated funding source to manage stormwater related needs.
  - b. Consultant shall provide services for the above. Detailed scope of services and fee will be established by separate task.
7. MS4 Program Support Services
  - a. Consultant shall provide assistance to the City Engineering Division with audits, training, coordination with TCEQ, and MS4 stormwater plan renewal support.
  - b. Consultant shall provide services for the above. Detailed scope of services and fee will be established by separate task.
8. Consultant shall provide other miscellaneous services as requested by the City and agreed to by the Consultant provided that such services are with in the field of expertise of the Consultant.

## **B. ADDITIONAL SERVICES**

1. Environmental Permitting or Investigations
2. Geotechnical Engineering or Investigations
3. Surveying Services

4. Groundwater Services or Investigations
5. Expert Witness Services

This scope of services is to be provided on a time and materials cost basis in accordance with the attached compensation/pricing schedule. The termination date of this contract is September 30, 2024. Unless agreed in writing by both parties to extend this contract, or unless either party gives notice to other part to terminate this contract prior to this termination date.

**EXHIBIT B  
COMPENSATION/PRICING SCHEDULE**

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

HOURLY CHARGES FOR PROFESSIONAL SERVICES

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

Principal .....	\$200 - \$250 per hour
Senior Project Manager .....	\$180 - \$230 per hour
Project Manager .....	\$155 - \$195 per hour
Senior Engineer .....	\$155 - \$195 per hour
Engineer .....	\$140 - \$175 per hour
Junior Engineer .....	\$120 - \$140 per hour
CAD Professional .....	\$75 - \$115 per hour
GIS Professional .....	\$95 - \$130 per hour
Admin / Clerical .....	\$65 - \$90 per hour

Expense Items

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

Unless otherwise agreed in writing to extend this contract, or unless either party to this contract gives notice to terminate, this contract will terminate on September 30, 2024.

**EXHIBIT C**

**SCHEDULE**

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

The term of this agreement shall commence upon execution of the agreement by both parties and will extend through September 30, 2024, unless otherwise terminated or extended as agreed in writing. Consulting services listed in Exhibit A will be scheduled on an as-needed basis during the term of contract and any extension as agreed. Consulting services will end immediately upon termination of the contract.

# ATTACHMENT “D”

## Sub-Consultants

Sub-Consultant work is not anticipated based on the scope of services for this project.

**1. Sub-Consultant:**

Company Name: \_\_\_\_\_  
Services of the Scope Being Provided: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**2. Sub-Consultant:**

Company Name: \_\_\_\_\_  
Services of the Scope Being Provided: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**3. Sub-Consultant:**

Company Name: \_\_\_\_\_  
Services of the Scope Being Provided: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_



## MEMORANDUM

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**TO:** Mary Smith, City Manager

**CC:** Honorable Mayor and City Council

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

**DATE:** October 4, 2021

**SUBJECT:** GENERAL ENGINEERING SERVICE AGREEMENT FOR TRAFFIC IMPACT ANALYSIS

---

Attachments  
Agreement

Summary/Background Information

At the November 5, 2018 City Council meeting, the City Council approved a policy requiring a Traffic Impact Analysis (TIA) for specific zoning applications. To recoup the City's review costs, a Traffic Impact Analysis (TIA) review fee was implemented in October 2018 by the City for developments requiring a TIA. The City currently use Binkley & Barfield, Inc. as the City's engineering traffic review consultant, to perform the review of TIAs and to ensure compliance with the City's TIA requirements.

Staff requests the City Council consider approval of the Engineering Services Agreement with Binkley & Barfield, Inc. to provide general engineering services for the preparation and review of all TIAs submitted to the City, to be funded by the Engineering Consulting budget.

Action Needed



STATE OF TEXAS



COUNTY OF ROCKWALL



**PROFESSIONAL ENGINEERING SERVICES CONTRACT**

This Agreement is made and entered into in Rockwall County, Texas, between City of Rockwall, Texas (“CITY”), a municipal corporation and political subdivision of the State of Texas, acting by and through its City Manager and Binkley & Barfield, Inc., (“ENGINEER”), located at 1801 Gateway Boulevard, Suite 101, Richardson, Texas 75080, Engineers duly licensed and practicing under the laws of the State of Texas.

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

PROFESSIONAL ENGINEERING SERVICES for Miscellaneous Traffic Consulting Services

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

Cost for such services will be based on an as-needed time-and-materials basis and billed as an hourly basis plus costs per rates provided in Attachment “B”. Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

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

3. Method of Payment

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

4. Engineer's Standard of Care

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

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

5. Ownership of Documents

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

computer software and any other proprietary and intellectual property information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the services.

6. Insurance

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

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

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

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

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

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

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

7. INDEMNIFICATION

**ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS AND EMPLOYEES FROM SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY, INCLUDING WITHOUT LIMITING THE**

**GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OF ENGINEER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.**

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

8. Addresses for Notices and Communications

**CITY**

**Amy Williams, P.E.**

**Director of Public Works/City Engineer**

City of Rockwall

385 S. Goliad Street

Rockwall, Texas 75087

**ENGINEER**

**Binkley & Barfield, Inc.**

Attn: Derek Sweeney, P.E., PTOE

1801 Gateway Boulevard Suite 101

Richardson, Texas 75080

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

9. Successors and Assigns

CITY and Engineer each binds itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. Except as noted in the first part of this Paragraph, neither CITY nor Engineer shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal

liability on the part of any officer, council member, employee or agent of any public body which is a party hereto.

10. Termination for Convenience of the Parties

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

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

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

14. Entire Agreement

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

15. Waiver

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

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees

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

20. State or Federal Laws

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

EXECUTED in triplicate originals on this 1st day of October 2021.

**Binkley & Barfield, Inc.**

By: Brandon M. Boatcallie  
Name: Brandon Boatcallie, P.E.  
Title: Corporate Vice President

EXECUTED in triplicate originals on this \_\_\_\_ day of October 2021.

ATTEST:

City of Rockwall, Texas

\_\_\_\_\_  
Mary Smith  
City Manager

# ATTACHMENT “A”

## Scope of Service

### SCOPE OF SERVICES

The scope of services for this contract is for Binkley & Barfield, Inc. (BBI) to provide miscellaneous consulting services on an as-needed basis for issues related to traffic impact analysis and other traffic engineering matters, which may be requested from time to time by, or approved by, the City of Rockwall’s City Engineer/Public Works Director, or by the City Engineer’s/Public Works Director’s representative(s) or assistant(s). Such services are anticipated to typically consist of the following:

- A. Perform traffic impact analyses for the City as requested.
- B. Perform traffic counts for the City as requested.
- C. Assist in scoping traffic impact analyses for proposed developments which shall include study intersections/limits, required traffic counts, analyses, etc.
- D. Review and provide comments on traffic impact analyses submitted to the City
- E. Provide opinions, advice, recommendations and other miscellaneous assistance to the City regarding traffic impact analyses and traffic operations.
- F. Attendance at developer review meetings, planning and zoning meetings, City Council meetings, and others as required or needed.
- G. Other miscellaneous traffic engineering services as requested by the City and agreed by BBI provided that such services are within the field of expertise of BBI.

### Exclusions

The following services are excluded from this scope of services:

- A. PS&E Documents
- B. Construction Inspection
- C. Construction Administration
- D. Surveying



# ATTACHMENT “B”

## Payment Schedule

Hourly Rate Schedule



### Binkley & Barfield, Inc. Billable Rates by Classification

<b>Classification</b>	<b>Unit</b>	<b>Billable Rate</b>
Principal	Hour	\$283.00
Sr. Project Manager	Hour	\$265.00
Project Manager	Hour	\$205.00
Structural Engineer	Hour	\$205.00
Construction Manager	Hour	\$205.00
Sr. Project Engineer	Hour	\$175.00
Project Engineer	Hour	\$155.00
Field Engineer	Hour	\$160.00
Electrical & Instrumentation Engineer	Hour	\$168.00
Engineer Technician	Hour	\$150.00
EIT II	Hour	\$140.00
Graduate Engineer/EIT I	Hour	\$130.00
Structural Inspector	Hour	\$129.00
Construction Observer/Sr. Inspector III	Hour	\$129.00
Construction Observer/Inspector II	Hour	\$119.00
Construction Observer/Inspector I	Hour	\$98.00
Sr. Designator	Hour	\$110.00
Designator	Hour	\$95.00
Sr. Utility Coordinator	Hour	\$160.00
Utility Coordinator	Hour	\$140.00
Production Manager	Hour	\$220.00
Production Technician	Hour	\$92.00
Sr. Electrical Designer	Hour	\$155.00
Sr. CADD/Designer	Hour	\$147.00
CADD/Designer	Hour	\$135.00
CADD Technician	Hour	\$110.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	\$90.00
Clerical/Administrator	Hour	\$85.00
3D Modeling	Day	\$850.00

*\*These rates are subject to a Consumer Price Index (CPI) adjustment.*

#### **Direct Expenses**

1. After 2024, maximum rates can be determined by using an annual escalation rate of 5% or will be renegotiated.
2. Subconsultant, reproduction, delivery, and other associated expenses shall be reimbursed at cost plus 10%.
3. Mileage shall be reimbursed at the current federal rate as published by the IRS.

Traffic Counts would be considered a subconsultant service and reimbursed at cost plus 10%

# ATTACHMENT “C”

## Project Schedule

The term of this agreement shall commence upon execution of the agreement by both parties and will extend through September 30, 2024, unless otherwise terminated or extended as agreed in writing. Consulting services listed in Attachment “A” will be scheduled on an as-needed basis during the term of contract and any extension as agreed. Consulting services will end immediately upon termination of the contract.

BBI will provide services and response on the following time tables for these specific tasks:

- A. Traffic Impact Analyses – Within 3 weeks of NTP.
- B. Traffic Counts – Within 2 weeks of receiving notice to proceed with counts.
- C. Scoping of traffic impact analyses – Within one week of initial NTP from City and available information from the City.
- D. Review of traffic impact analyses – Within two weeks of receiving traffic impact analysis.

# ATTACHMENT “D”

## Sub-Consultants

While Sub-Consultant work is not anticipated for most projects, the Sub-Consultants listed below are our most commonly contracted for traffic engineering related projects.

**1. Sub-Consultant:**

Company Name: Baseline Corporation  
Services of the Scope Being Provided: Design Survey/ROW/Easement Docs  
Contact Person: Heather Welch-Westfall Title: Director of Surveying  
Email: hwestfall@baselinesurveyors.net Phone: 972-535-6325

**2. Sub-Consultant:**

Company Name: Gram Traffic, NTX, Inc.  
Services of the Scope Being Provided: Traffic Count Services  
Contact Person: Daryl Swenson Title: Director  
Email: daryl@gramntx.com Phone: 817-265-8968



**City of Rockwall**  
*The New Horizon*

## MEMORANDUM

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**TO: City Council**

**FROM: Joey Boyd, Assistant City Manager**

**DATE: September 26, 2021**

**SUBJECT: STAR Transit Contract for Fiscal Year 2022**

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Included for City Council review and consideration is the agreement between the City of Rockwall and STAR Transit for transportation services in the City for fiscal year 2022.

The key points of the agreement are:

- The term of the agreement is: October 1, 2021 through September 30, 2022.
- The City and STAR agree that no fixed route service may be provided under the terms of this Agreement, that no funds from this Agreement will be utilized to support a fixed route service, and that STAR Transit will not request funds or in kind support from the City if STAR Transit elects to operate a fixed route in the City of Rockwall under funding outside of this Agreement.
- Service will be provided five (5) days per week, Monday through Friday, calculated as 250 service days for the fiscal year. A total of 22 hours of in-service time including pre- and post-trip time on average each operating day will be limited exclusively to trip origins in the incorporated areas of the City of Rockwall.
- The hourly rate charged for transit service is \$49.50.

The City Council is asked to consider approval of the contract with STAR Transit in the amount of \$108,900 and authorize the City Manager to execute the agreement on behalf of the City of Rockwall. Funds are available in the Administration Operating Budget for this service.

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

**ARTICLE I**  
**Incorporation of Recitals**

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

**ARTICLE II**  
**Term**

This Agreement shall be effective upon execution by both Parties with services already in progress due to previous arrangements between the Parties and the initial term shall begin on October 1, 2021 and end on September 30, 2022. If not otherwise terminated in accordance with the termination provisions of Article V of the Agreement, this Agreement extends for subsequent twelve (12) month periods starting on the first (1st) day of October each year. STAR Transit shall notify the City by August 1<sup>st</sup> during the term of the contract or any extension, to determine if the contract terms need to be re-negotiated or if the contract can be extended by terms of this section.

**ARTICLE III**  
**Rights, Duties and Responsibilities of STAR Transit**

3.1 Board of Directors. STAR Transit is designated to supervise the performance of this Agreement and to operate the Public Transit Service within the CITY's jurisdictions and subdivisions. Such

operations shall be overseen solely by the STAR Transit Board of Directors. STAR Transit shall be responsible for the safe, efficient, and effective operation of all services provided.

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

after 9:00 PM. Fares for riders shall be established by the STAR Transit Board of Directors and such fares shall be consistent throughout the STAR Transit system. The Parties agree that no fixed route service may be provided under the terms of this Agreement, that no funds from this Agreement will be utilized to support a fixed route service, and that STAR Transit will not request funds or in kind support from CITY if STAR Transit elects to operate a fixed route in the City of Rockwall under funding outside of this Agreement.

3.6 Transit Vehicles. STAR Transit shall use only such vehicles as are appropriate to provide the Public Transit Service. All vehicles shall be fully compliant with the Americans with Disabilities Act of 1990, U.S. Code §12101, et. seq., as amended and relevant regulations applicable thereto, licensed for passenger operations by the State of Texas and equipped with a two-way communication system. STAR Transit shall provide or cause to be provided all mechanical and other repairs, maintenance and upkeep necessary to maintain vehicles in good working order and in a clean, sanitary and safe condition.

3.7 Operating Cost Charge to CITY. STAR Transit shall charge for services and CITY agrees to compensate STAR Transit for services based on the following:

A. Service Days: Service up to five (5) days per week, Monday through Friday; set and calculated as two hundred fifty (250) service days each Fiscal Year. This number of Service Days shall be charged each Fiscal Year regardless of actual calendar service days or events as noted in Section 7.4. This number of charged Service Days may be adjusted only by Amendment to the Contract duly approved by CITY and the STAR Transit Board of Directors.

B. Daily Hours: A total of twenty-two (22) hours of in-service time including pre- and post-trip time on average each operating day. Average Daily Hours may be adjusted, in writing, by mutual agreement of the parties, no more often than once per every one hundred and twenty (120) calendar days.

C. Hourly Cost: For the first STAR Transit Fiscal Year, average cost per hour shall be charged at forty-nine dollars and fifty cents (\$49.50). Each Fiscal Year thereafter, during the term of this Agreement, the average cost per hour shall be charged at the current STAR Transit Public Transit Hourly Rate. The STAR Transit Board of Directors shall publish an annual cost of service letter with its upcoming Fiscal Year operating cost schedule no later than the first (1st) day of June each year and utilize that hourly rate to adjust amounts payable by CITY.

D. Annual Operating Cost. Each Fiscal Year, the annual operating cost shall be calculated by multiplying Service Days (Line A) by Daily Hours (Line B) and by Hourly Cost (Line C).



- E. Operating Off-Sets. STAR Transit expects a net sixty percent (60%) operating cost subsidy on the Public Transit Service from a combination of Federal, State, Regional, and Private Contract sources. So long as such subsidy is in place, it shall be used as an off-set to reduce the Annual Operating Cost charged to CITY. The Operating Off-Set may be adjusted only by Amendment to the Agreement duly approved by CITY and the STAR Transit Board of Directors.
- F. Monthly Charge to CITY. The Monthly Charge to CITY shall be the Annual Operating Cost (Line E) multiplied by any Operating Off-Set (Line F) divided by twelve (12). For the first Fiscal year, the Monthly Charge to CITY is set at nine thousand and seventy-five dollars (\$9,075.00). Payment for all services shall be due fifteen (15) days in advance of service. STAR Transit shall invoice CITY for each service month no earlier than forty-five (45) days prior to each service month. For future Fiscal Years, starting with the cost for operations to be performed in October 2021, STAR Transit shall invoice, and CITY agrees to pay, based on the up-to-date monthly calculation as described herein.
- G. Subsequent Fiscal Years. In following STAR Transit Fiscal Years, the monthly charge to CITY shall be calculated by STAR Transit with the identical methodology utilizing any updated parameters. This calculation and the resulting monthly rate will be provided by STAR Transit in writing to CITY prior to the first (1st) day of June each year.
- H. Additional Services. Any month in which the CITY requests average daily hours for non-holiday weekdays exceeding the average daily hours established in Section 3.7 (B) shall be a month in which STAR Transit shall increase the monthly charge in the next available billing cycle by the total number of increased hours (or partial hours) of service multiplied by the current charter rate as established by the STAR Transit Board of Directors. Any other special services requested by CITY and scheduled by STAR Transit, which is not covered under the specific monthly service terms of this Agreement, or under subsequent duly approved Amendments or modifications, shall be billed to CITY on the next available invoice by STAR Transit at the current charter rate as established by the STAR Transit Board of Directors.

3.8 Capital Cost Charge to CITY. The Parties concur that the CITY will not participate in capital expenditures.

3.9 Marketing. STAR Transit will provide the CITY with service information for posting on the CITY Website and advertise the services on the STAR Transit homepage. As part of its regular outreach programs, STAR Transit will market the Public Transit Service in a variety of media and locations likely to attract potential riders. STAR Transit shall maintain rights to final approval of all

marketing materials.

- 3.10 Reporting. STAR Transit will provide the CITY a monthly summary of ridership data within thirty (30) days after the last day of the preceding month, an annual summary of ridership after the end of the STAR Transit Fiscal Year, a copy of the adopted Annual Budget, and a copy of the approved annual audit.
- 3.11 Contract Management. STAR Transit will pursue and apply for grant funding opportunities, which may be applicable to and beneficial to the Agreement. STAR Transit will be responsible for complying with the obligations and responsibilities under all grants and all accompanying certifications, assurances, and agreements made or given by the Federal Transit Administration, Texas Department of Transportation, or any other applicable entity. STAR Transit will be responsible for complying with all applicable laws, rules, regulations and guidelines associated with STAR Transit services. STAR Transit will provide any documents needed to support Federal, State, or Regional grant administration or other data or audit requirements to the appropriate entity in a timely manner. Grant funding shall be used to off-set monthly charges to the CITY if applicable to service provided within the CITY.
- 3.12 Permits. STAR Transit shall secure or cause to be secured, at its cost and expense, all permits and other governmental authorizations, which may be required to fulfill this Agreement.

#### **ARTICLE IV**

##### **Rights, Duties and Responsibilities of the CITY**

- 4.1 Payment for Service. CITY shall pay all invoices provided by STAR Transit under this Agreement within thirty (30) days of receipt. Such payments shall constitute a current expense of the CITY and shall not in any way be considered or construed to be a debt of the CITY's in contravention of any constitutional, statutory, or charter provision. Any CITY paying for STAR Transit's services must make those payments with current revenues available and the CITY hereby affirms that funds to pay said payments to STAR Transit are available for the current Fiscal Year.
- 4.2 Parking. Permit STAR Transit to access, park, and store vehicles, as necessary, at a CITY or municipal facility in the city.

4.3 Promotions. The CITY shall promote services via CITY facilities, municipal resident water bill, CITY Social Media Outlets, News Releases, CITY Website and additional promotional opportunities that become available during the duration of the Agreement. The CITY shall facilitate, as needed and within CITY budget constraints, the efforts of STAR Transit to market the services. CITY shall make all CITY generated marketing materials available for review and approval by STAR Transit.

## **ARTICLE V**

### **Termination**

5.1 Program Conclusion. During the initial term, but no later than June 30, 2022, either party may provide written notice of termination to be effective on September 30, 2022. During subsequent twelve (12) month terms, either party may provide written notice of termination no later than June 30 for the following operating year commencing on the first (1st) day of October.

5.2 Mutual Agreement. This Agreement may be terminated immediately at any time by a written agreement signed by both Parties setting forth the agreed termination date.

5.3 Termination due to Default. Termination due to Default must be preceded by (1) written notice stating specific provision violated in this Agreement, (2) a thirty (30) day period for cure and (3) a second notice of failure to cure and final termination. A Party shall be in default of this Agreement if such Party fails to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and/or any other agreement now or hereafter existing between the Parties and such failure continues for thirty (30) days after written notice by the non-defaulting Party to the defaulting Party (a "Default"). Upon the occurrence of a Default, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the defaulting Party and shall further have the right to exercise any and/or all other rights and/or remedies available to such Party at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas. In addition, CITY may terminate due to default if performance standards are not met or if CITY deems the operation of the service by STAR Transit is unreliable, unsafe or of poor quality.

5.4 Termination by Operation or Breach of Law. In the performance of this agreement, STAR Transit shall comply with all state, federal and local laws, regulations and standards. If the purpose or intent of this agreement is prevented or is contrary to any other law, including but not limited to section 458.012, Texas Transportation Code, this agreement shall be deemed null and void and of no force and effect. If the operation of the service by STAR Transit is in violation of any law or regulation that does not frustrate the purpose or intent of this agreement, or if repeated violations occur, the CITY may terminate the service immediately upon notice. Any pre-paid amounts for monthly service shall be immediately refunded to CITY.

## ARTICLE VI

### Responsible Party Provisions

6.1 Legal Liability. As a designated political subdivision, STAR Transit is a "governmental unit" as that term is defined in Chapter 101 of the Texas Civil Practice and Remedies Code. Therefore, the extent of STAR Transit's liability for actions arising out of the operation of a public transportation system shall be governed by Chapter 101 of the Texas Civil Practice and Remedies Code.

6.2 Limitation of Liability. To the extent authorized by the Constitution and laws of the State of Texas, the Parties agree that each Party shall be responsible for its own acts and omissions and the acts and omissions of its agents, representatives and employees in the performance of this Agreement. It is expressly understood and agreed by the Parties that neither Party shall be held liable for the acts or omissions of the other Party or for the acts or omissions of the other Party's agents, representatives, or employees in the performance of this Agreement. Both Parties shall hold harmless, indemnify and defend the other from and against any claims, damages, losses or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, injury or loss to any property, or economic loss, received or sustained by any person or persons, or property, directly or indirectly arising out of, or occasioned by the acts, omissions or conduct of the indemnifying party, without waiving the party's governmental, sovereign or other immunities or defenses available under Texas law and without waiving any defenses of the Parties under Texas law.

6.3 Insurance. STAR Transit shall maintain its own insurance in sufficient amounts to cover any occurrence or claim related to its responsibilities in delivering the Public Transit Services.

- 6.4 Immunity. In the execution and performance of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be available to each Party as a local governmental entity and/or political subdivision of the State of Texas. Nothing in this Agreement shall be deemed or construed to create any right or interest in any person not a party to this Agreement, and there are no third-party beneficiaries hereof.
- 6.5 Survival. All provisions of this Article shall expressly survive the termination of this Agreement.

## **Article VII**

### **Miscellaneous**

- 7.1 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.
- 7.2 Compliance with Laws. STAR Transit and its officers, agents and employees shall comply with all applicable federal, state and local health, safety, disability, environmental and other laws, ordinances, rules and regulations in the performance of the Public Transit Service.
- 7.3 Powers. STAR Transit has all the powers of CITY necessary to operate its services. By way of illustration, but not for limitation, STAR Transit has the power to contract, to acquire and own real and personal property, and to accept and expend funds from government, legal entities and individuals. STAR Transit does not have the power to tax, to obligate CITY, to assess CITY, or to adopt ordinances or laws.
- 7.4 Force Majeure. STAR Transit shall not be liable to CITY for any failure, delay, interruption of service caused by acts of God, fire, snow, ice, flooding, tornado, utility outages, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, acts of terror, pandemic or any other cause beyond the reasonable control of STAR Transit and not attributable to any neglect or negligence on the part of STAR Transit. In the event of such occurrence, the time for performance of such services shall be suspended until such time that such inability to perform shall be removed. STAR Transit shall make all reasonable efforts to mitigate the effects of any such suspension or interruption of service and CITY shall not be entitled to any compensation for any such event.

7.5 Severability. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid, illegal, or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid provision had never been included in the Agreement.

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

STAR Transit: STAR Transit	CITY: City of Rockwall
Attn: Executive Director	Attn: City Manager
P.O. Box 703	385 S. Goliad Street
Terrell, TX 75160	Rockwall, TX 75087

7.7 Entire Agreement. This Agreement, together with all attachments hereto, sets forth the entire Agreement between the Parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement.

7.8 Modification. This Agreement may only be revised, modified, or amended by a written document signed by STAR Transit and the CITY. Oral revisions, modification, or amendments are not permitted.

- 7.9 Waiver. All waivers, to be effective, must be in writing and signed by the waiving party. No failure by either Party to insist upon the strict or timely performance of any covenant, duty, agreement, term, or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term, or condition. No delay or omission in the exercise of any right or remedy accruing to either Party upon a breach of this Agreement shall impair such right or remedy or be construed as a waiver of any such breach or a waiver of any breach theretofore or thereafter occurring.
- 7.10 Authority. Each Party represents and warrants to the other that this Agreement has been authorized by the governing body of such Party and that each such Party has the full power and authority to enter into and fulfill its obligations under this Agreement. Each person signing this Agreement represents that such person has the authority to sign this Agreement on behalf of the Party indicated.
- 7.11 Assignment. This Agreement shall not be assigned or transferred by either Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 7.12 Independence. The Parties are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the Parties and no Party shall have the authority to bind the other in any respect. Nothing in this Agreement prevents STAR Transit from pursue contracting opportunities to provide any services with other public and private entities within the CITY or outside the CITY.
- 7.14 Effective Date. This Agreement shall not be effective unless and until it is executed by both STAR Transit and the CITY. "Effective Date" as used herein shall mean the later of the two dates this Agreement is executed by STAR Transit and the CITY.

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

CITY OF ROCKWALL, TX

STAR TRANSIT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mary Smith

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

Title: City Manager

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

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

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





**City of Rockwall**  
*The New Horizon*

## MEMORANDUM

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**TO: Rockwall City Council**

**FROM: Joey Boyd, Assistant City Manager**

**DATE: September 26, 2021**

**SUBJECT: Contract with Meals On Wheels Senior Services**

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Margie VerHagen, Executive Director of Meals On Wheels Senior Services, requested funding for nutritional / senior service programs provided in Rockwall in the amount of \$45,000. This amount was approved in the operating budget for this fiscal year. Attached for the City Council's review and consideration is a contract with Meals On Wheels for FY 2022.

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

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

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

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

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

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

**Section 2.    Payment.** City agrees to pay Meals On Wheels Senior Services the sum of **Forty-Five Thousand Dollars and No/Cents (\$45,000.00)** for the provision of certain nutritional / service programs to the elderly and disabled. Said payments shall be made on the following dates: **December 31, 2021 for 1<sup>st</sup> Quarter, March 31, 2022 for 2<sup>nd</sup> Quarter, June 30, 2022 for 3<sup>rd</sup> Quarter, and September 30, 2022 for 4<sup>th</sup> Quarter upon Receiving a Quarterly Report and Invoice.**

**Section 3.    Term.** This agreement is to take effect and continue and remain in full force and effect for a period to expire on September 30, 2022.

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

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

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

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

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

**Nutritional Programs for the Elderly and Disabled**

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

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

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

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

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

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

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

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

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

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

If intended for Committee:                         Meals On Wheels Senior Services  
  Attention: Executive Director  
  PO Box 910  
  Rockwall, TX 75076

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

**Section 18. Effective Date.** This contract shall be effective on the \_\_\_\_ day of October, 2021.

**CITY OF ROCKWALL, TEXAS**

**ATTEST:**

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

\_\_\_\_\_  
Mary Smith, City Manager

\_\_\_\_\_  
Date

[ S E A L ]

**MEALS ON WHEELS SENIOR SERVICES**

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Margie VerHagen, Executive Director

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Date

# **ATTACHMENT A**

## **Nutritional / Service Programs**

### Nutritional Programs

#### Title III

##### C-1 Congregate Meals

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

##### C-2 Home Delivered Meals

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

#### Title IXX and XX

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

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

#### General Senior Services

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

## **ATTACHMENT B Holidays**

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

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

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



**City of Rockwall**  
*The New Horizon*

## **MEMORANDUM**

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**TO: City Council**

**FROM: Joey Boyd, Assistant City Manager**

**DATE: September 26, 2021**

**SUBJECT: Routine Airport Maintenance Program Grant Agreement**

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

Attached is the FY 2022 RAMP grant agreement between the State and the City for the Ralph M. Hall / Rockwall Municipal Airport for consideration. The City Council is asked to consider approval of the contract and authorize the City Manager to enter into an agreement with the Texas Department of Transportation – Aviation Division for the City of Rockwall to participate in the Routine Airport Maintenance Program.



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

**TxDOT Project ID: M2218RCKW**

**Part I - Identification of the Project**

TO: The City of Rockwall, Texas

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

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

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

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

**Part II - Offer of Financial Assistance**

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

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

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

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

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

Work shall be accomplished by August 31, 2022, unless otherwise approved by the State.

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

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

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

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

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

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

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

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

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

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

### **Part III - Sponsor Responsibilities**

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

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

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

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

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

#### **Part IV - Nomination of the Agent**

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

#### **Part V - Recitals**

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

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

**Part VI - Acceptances**

**Sponsor**

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

The City of Rockwall, Texas

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*Sponsor*

---

*Sponsor Signature*

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*Sponsor Title*

---

*Date*



**Acceptance of the State**

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

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

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*Signature*

---

*Title*

---

*Date*

**Attachment A**

**Scope of Services**  
**TxDOT Project ID: M2218RCKW**

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

\_\_\_\_\_  
*Sponsor Signature*

\_\_\_\_\_  
*Sponsor Title*

\_\_\_\_\_  
*Date*

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

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

**CERTIFICATION OF AIRPORT FUND**

TxDOT Project ID: M2218RCKW

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

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*Sponsor Signature*

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*Sponsor Title*

---

*Date*

**Certification of State Single Audit Requirements**

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

\_\_\_\_\_  
*Sponsor Signature*

\_\_\_\_\_  
*Sponsor Title*

\_\_\_\_\_  
*Date*

**DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE**

TxDOT Project ID: M2218RCKW

The City of Rockwall, Texas, designates,

\_\_\_\_\_  
(Name, Title) as the Sponsor's authorized

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

\_\_\_\_\_  
*Sponsor Signature*

\_\_\_\_\_  
*Sponsor Title*

\_\_\_\_\_  
*Date*

**DESIGNATED REPRESENTATIVE**

\_\_\_\_\_  
*First Name, Last Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Email Address*



## MEMORANDUM

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**TO:** Mary Smith, City Manager

**CC:** Honorable Mayor and City Council

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

**DATE:** October 4, 2021

**SUBJECT:** Z2021-032; SPECIFIC USE PERMIT FOR A RESTAURANT WITH LESS THAN 2,000 SF WITH DRIVE-THROUGH OR DRIVE-IN

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### Attachments

Case Memo  
Development Application  
Location Map  
HOA Notification Map  
Neighborhood Notification Email  
Property Owner Notification Map  
Property Owner Notification List  
Public Notice  
Applicant's Letter  
Final Plat  
Concept Plan  
Conceptual Building Elevations  
Concept Rendering  
Applicant's Presentation  
Draft Ordinance

### Summary/Background Information

Hold a public hearing to discuss and consider a request by Sam Moore of Main & Main on behalf of Jason Claunch of 7.1 Ridge LLC for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for *Restaurant with Less Than 2,000 SF with a Drive-Through or Drive-In* for the purpose of constructing a restaurant (*i.e. Dutch Bros. Coffee*) on a 0.57-acre portion of a larger 8.583-acre parcel of land identified as Lot 1, Block A, Sky Ridge Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within Scenic Overlay (SOV) District, generally located southeast of the intersection of Ridge Road [FM-740] and W. Yellow Jacket Lane, and take any action necessary (**1st Reading**).

### Action Needed

The City Council is being asked to approve, approve with conditions, or deny the proposed Specific Use Permit (SUP).



# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

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**TO:** Mayor and City Council

**DATE:** October 4, 2021

**APPLICANT:** Sam Moore; *Main & Main*

**CASE NUMBER:** Z2021-032; *Specific Use Permit for a Restaurant with less than 2,000 SF with Drive-Through or Drive-In in a Commercial (C) District*

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### SUMMARY

Hold a public hearing to discuss and consider a request by Sam Moore of Main & Main on behalf of Jason Claunch of 7.1 Ridge LLC for the approval of a Specific Use Permit (SUP) for a *Restaurant with Less Than 2,000 SF with a Drive-Through or Drive-In* for the purpose of constructing a restaurant (*i.e. Dutch Bros. Coffee*) on a 0.57-acre portion of a larger 8.583-acre parcel of land identified as Lot 1, Block A, Sky Ridge Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within Scenic Overlay (SOV) District, generally located southeast of the intersection of Ridge Road [FM-740] and W. Yellow Jacket Lane, and take any action necessary.

### BACKGROUND

The subject property was originally annexed into the City of Rockwall on November 7, 1960 by *Ordinance No. 60-04*. According to the City's historic zoning maps, the subject property was zoned Commercial (C) District as of January 3, 1972. On January 20, 2015, the City Council approved a miscellaneous case [Case No. MIS2014-018] to allow an alternative Tree Mitigation Plan. On August 7, 2017, the City Council approved a final plat case [Case No. P2017-037] that established the subject property as Lot 1, Block A, Sky Ridge Addition. On January 26, 2021, the Planning and Zoning Commission approved a miscellaneous case [Case No. MIS2021-001] to allow for a variable width landscape buffer. Following this approval, the City Council approved a preliminary plat [Case No. P2021-001] proposing the creation of Lots 1-7, Block A, Sky Ridge Addition on March 1, 2021. On August 2, 2021, the City Council approved a replat [Case No. P2021-038] that established the subject property as Lot 5, Block A, Sky Ridge Addition.

### PURPOSE

The applicant -- *Sam Moore of Main & Main* -- is requesting the approval of a Specific Use Permit (SUP) to allow for a *Restaurant with less than 2,000 SF with Drive-Through or Drive-In* within the Commercial (C) District on the subject property.

### ADJACENT LAND USES AND ACCESS

The subject property is generally located southeast of the intersection of Ridge Road [FM-740] and W. Yellow Jacket Lane. The land uses adjacent to the subject property are as follows:

North: Directly north of the subject property is the right-of-way for the Union Pacific/Dallas Garland NE Railroad. Beyond this is a single-family residential subdivision (*i.e. Lakeridge Park*). This area is zoned Single-Family 10 (SF-10) District.

South: Directly south of the subject property is Ridge Road [FM 740], which is identified as a M4D (*major collector, four [4] lane, divided roadway*) on the City's Master Thoroughfare Plan. Beyond this is an office building and several commercial businesses (*e.g. Big D Auto Care, Wal-Mart, etc.*) This area is zoned Commercial (C) District.

East: Directly east of the subject property is a vacant tract of land followed by Ridge Road [FM-740], which is identified as a M4D (*major collector, four [4] lane, divided roadway*) on the City's Master Thoroughfare Plan. Beyond this



are several commercial businesses (e.g. *Little Caesar's, Everybody Massage, etc.*) These areas are zoned Commercial (C) District.

West: Directly west of the subject property is a house of worship (i.e. *Great Faith Church*) and several commercial businesses (e.g. *State Farm, Family Dental, etc.*) followed by the right-of-way for the Union Pacific/Dallas Garland NE Railroad. Beyond this is a single-family residential subdivision (i.e. *Turtle Cove Subdivision*). This area is zoned Planned Development District 2 (PD-2) for single-family land uses.

### **CHARACTERISTICS OF THE REQUEST**

The applicant has submitted an application, letter, building elevations, drive-through stacking plan, and a concept plan requesting a Specific Use Permit (SUP) for a *Restaurant with less than 2,000 SF with Drive-Through or Drive-In* for the purpose of establishing a Dutch Bros. Coffee in a Commercial (C) District. The applicant has stated that there will be no point of order, rather employees with tablets will take the orders from the drive-through line; however, the stacking plan shows capacity for approximately 17 vehicles. The applicant has also indicated that the bail-out lane is designed to allow smaller orders to be processed quickly, while larger orders will utilize the drive-through window. On September 14, 2021, the Planning and Zoning Commission approved a motion to table the request to allow the applicant to reorient their service window away from Ridge Road [FM-740]. The applicant has since submit a new concept plan to staff that reorient the service window away from Ridge Road [FM-740].

### **CONFORMANCE WITH THE CITY'S CODES**

Article 13, *Definitions*, of the Unified Development Code (UDC), defines a *Restaurant with Drive Through or Drive-In* as "(a) place of business whose primary source of revenue is derived from the sale of prepared food to the general public for consumption on-premise or off-premises and/or in a personal vehicle or where facilities are provided on the premises that encourages the serving and consumption of food in a personal vehicle on or near the restaurant premises.." In this case, the applicant's proposed business -- *Dutch Bros. Coffee* -- falls under this classification. According to *Permissible Use Charts* contained in Article 04, *Permitted Uses*, of the Unified Development Code (UDC), a *Restaurant with Drive Through or Drive-In* requires a Specific Use Permit (SUP) in a Commercial (C) District. The purpose of this requirement is to acknowledge that not all *Restaurant* operations are appropriate within the City's Commercial areas, and that the City Council should have discretionary oversight with regard to the types of *Restaurant* operations and their impacts within these types of districts. In addition, Subsection 02.03(f)(9) places the following addition conditions on this land use:

- (1) Drive-through lanes shall not have access to a local residential street.
- (2) Additional landscape screening shall be installed adjacent to drive-through lanes to impair visibility and impact of headlights from motor vehicles in the drive-through lane on adjacent properties, rights-of-way, parks and open space.
- (3) Unless otherwise approved by the Planning and Zoning Commission, stacking lanes for a drive-through service window shall accommodate a minimum of six (6) standard sized motor vehicles.

The applicant's request does appear to conform to the requirements stipulated by the Unified Development Code (UDC); however, staff has incorporated an additional condition that mature landscaping and trees shall be planted along the entire length of the proposed drive through to provide headlight screening from Ridge Road and the adjacent properties. In the Planning and Zoning Commission Work Session Meeting on August 31, 2021, the applicant did indicate that the drive-through lane would be located adjacent to a variable width wall; however, it was also indicated that this wall would be lower than three (3) feet in certain locations. The Unified Development Code (UDC) requires headlight screening to be a minimum of three (3) feet in height, which is why staff has included this as a operation condition in the Specific Use Permit (SUP) ordinance.

### **STAFF ANALYSIS**

When reviewing this case, the proposed land use does appear to be appropriate for this location due to the non-residential adjacencies and access to Ridge Road [FM-740]. Staff did make the recommendation to the applicant that the service window should not be situated in front of the building; which the applicant agreed to make the changes. The purpose of staff's recommendation was to further the goals of the Scenic Overlay (SOV) District, which state that "(t)he development requirements for non-residential uses are more restrictive than in other commercial classifications in order to encourage development that will protect and enhance the existing views, topography, landscape and quality of development." In this

case, no other restaurant situated within the Scenic Overlay (SOV) District incorporates a drive-through lane in front of their building and all service windows (*i.e. or the point at which the food/beverage is delivered to the driver*) are located facing away from public right-of-way. Staff is also obligated to point out that the proposed building elevations submitted by the applicant do not meet the requirements of the Scenic Overlay (SOV) District and are not being incorporated into this Specific Use Permit (SUP) ordinance. If approved, the building elevations will be revisited by the Architectural Review Board (ARB) and Planning and Zoning Commission through the site plan approval process. With this being said, approval of a Specific Use Permit (SUP) is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission.

## **NOTIFICATIONS**

On August 20, 2021, staff mailed 46 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Turtle Cove Homeowner's Association (HOA), which is the only HOA/Neighborhood Organization within 1,500-feet of the subject property participating in the Neighborhood 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 Unified Development Code (UDC). At the time this report was drafted staff had not received any notices.

## **CONDITIONS OF APPROVAL**

If the City Council chooses to approve the applicant's request for a Specific Use Permit (SUP) for a *Restaurant with less than 2,000 SF with Drive-Through or Drive-In* within the Commercial (C) District, then staff would propose the following conditions of approval:

- (1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the SUP ordinance and which are detailed as follows:
  - (a) The development of the *Subject Property* shall generally conform to the Concept Plan as depicted in *Exhibit 'B'* of this ordinance.
  - (b) Mature landscaping and additional trees shall be planted along the entire length of the proposed drive-through to provide headlight screening from Ridge Road [FM-740] and the adjacent property owners.
- (2) The *Restaurant with less than 2,000 SF with Drive-Through or Drive-In* shall be limited to the area depicted in *Exhibit 'B'* of the draft ordinance
- (3) Any construction resulting from the approval of this zoning change shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

## **PLANNING AND ZONING COMMISSION**

On September 28, 2021, the Planning and Zoning Commission approved a motion to approve the Specific Use Permit (SUP) with the conditions of approval by a vote of 6-0, with Commissioner Deckard absent.



# 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 [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)
- VARIANCE REQUEST (\$100.00)

### 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, ROUND UP TO ONE (1) ACRE.

## PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS	2200 Ridge Rd		
SUBDIVISION	Vacant Land - Commercial	LOT	1 BLOCK A
GENERAL LOCATION	Property located at intersection of Ridge Rd and Yellow Jacket Ln, North of 2054 Ridge Rd		

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

CURRENT ZONING	Commercial (C)	CURRENT USE	Undeveloped/Vacant	
PROPOSED ZONING	Commercial (C)	PROPOSED USE	Drive-Thru Coffee Shop	
ACREAGE	0.57 Acres	LOTS [CURRENT]	1	LOTS [PROPOSED] 1

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

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

<input type="checkbox"/> OWNER	7.1 Ridge LLC	<input type="checkbox"/> APPLICANT	Main & Main
CONTACT PERSON	Jason Claunch	CONTACT PERSON	Sam Moore
ADDRESS	106 E Rusk Suite 200	ADDRESS	5750 Genesis Court Suite 103
CITY, STATE & ZIP	Rockwall, TX 75087	CITY, STATE & ZIP	Frisco, TX 75034
PHONE		PHONE	(817) 505-8117
E-MAIL		E-MAIL	sm@maincg.com

## NOTARY VERIFICATION [REQUIRED]

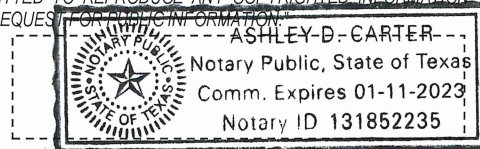
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SAM MOORE [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 215.00 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 20TH DAY OF AUGUST, 2021. 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 12 DAY OF August, 2021.  
OWNER'S SIGNATURE [Signature]


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Ashley D. Carter



MY COMMISSION EXPIRES 01-11-2023

0 25 50 100 150 200 Feet

Z2021-032- SUP FOR RESTAURANT LESS THAN 2,000 SF  
(DUTCH BROS)  
ZONING - LOCATION MAP = 



## 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.

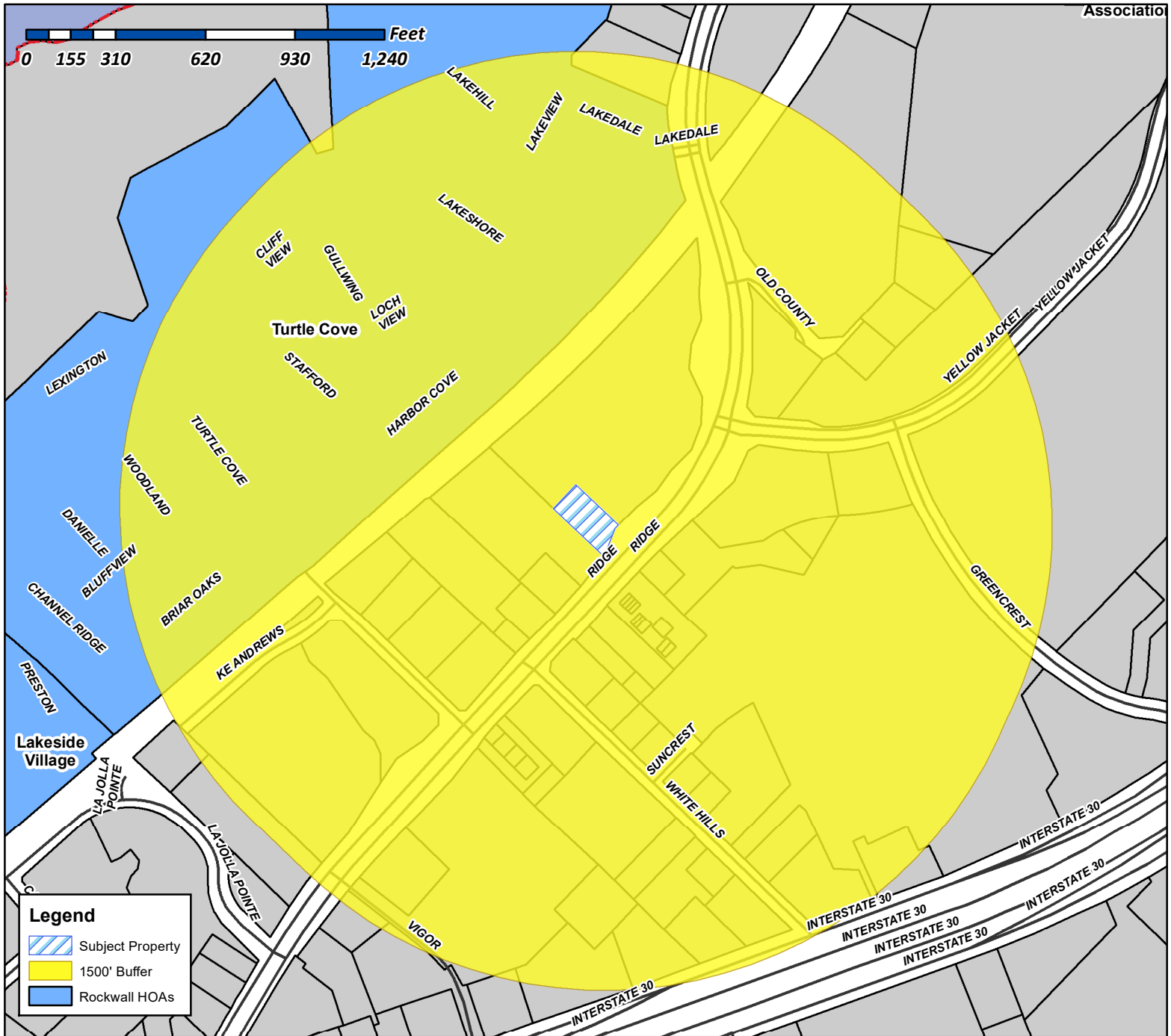




# City of Rockwall

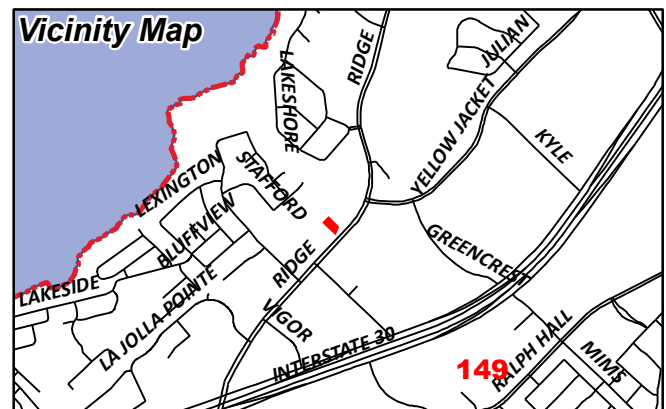
Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
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**Case Number:** Z2021-032  
**Case Name:** SUP for Restaurant  
**Case Type:** Zoning  
**Zoning:** Commercial (C) District  
**Case Address:** Southeast of the Intersection of Ridge Road & W. Yellowjacket Road

**Date Created:** 8/20/2021  
 For Questions on this Case Call (972) 771-7745



## Lee, Henry

---

**From:** Gamez, Angelica  
**Sent:** Thursday, August 26, 2021 3:19 PM  
**Cc:** Miller, Ryan; Gonzales, David; Lee, Henry  
**Subject:** Neighborhood Notification Program [Z2021-032]  
**Attachments:** Public Notice (08.26.2021).pdf; HOA Map Z2021-032.pdf

HOA/Neighborhood Association Representative:

Per your participation in the *Neighborhood Notification Program*, you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on August 27, 2021. The Planning and Zoning Commission will hold a public hearing on Tuesday, September 14, 2021 at 6:00 PM, and the City Council will hold a public hearing on Monday, September 20, 2021 at 6:00 PM. Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

All interested parties are encouraged to submit public comments via email to [Planning@rockwall.com](mailto:Planning@rockwall.com) at least 30 minutes in advance of the meeting. Please include your name, address, and the case number your comments are referring to. These comments will be read into the record during each of the public hearings. Additional information on all current development cases can be found on the City's website:

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

### **Z2021-032 SUP for Restaurant w/ Drive Through**

Hold a public hearing to discuss and consider a request by Sam Moore of Main & Main on behalf of Jason Claunch of 7.1 Ridge LLC for the approval of a *Specific Use Permit (SUP)* for *Restaurant with Less Than 2,000 SF with a Drive-Through or Drive-In* for the purpose of constructing a restaurant (*i.e. Dutch Bros. Coffee*) on a 0.57-acre portion of a larger 8.583-acre parcel of land identified as Lot 1, Block A, Sky Ridge Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within Scenic Overlay (SOV) District, generally located southeast of the intersection of Ridge Road [FM-740] and W. Yellow Jacket Lane, and take any action necessary.

Thank you,

*Angelica Gamez*

Planning & Zoning Coordinator

City of Rockwall

972.771.7745 Office

972.772.6438 Direct

<http://www.rockwall.com/planning/>

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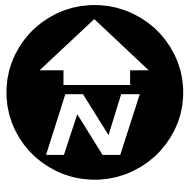
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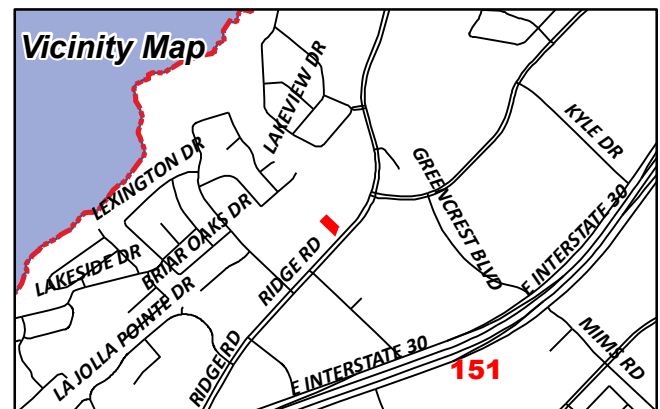
# City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
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**Case Number:** Z2021-032  
**Case Name:** SUP for Restaurant w/Drive Through  
**Case Type:** Zoning  
**Zoning:** Commercial (C) District  
**Case Address:** Southeast of Intersection of Ridge Road & W. Yellowjacket Road



**Date Created:** 8/20/2021  
 For Questions on this Case Call (972) 771-7745

CHACKO & ABRAHAM INVESTMENTS LLC  
1007 N. BLUFFVIEW DR  
LUCAS, TX 75002

RIDGECREST HOMEOWNERS ASSOCIATION INC  
1024 S GREENVILLE AVE #230  
ALLEN, TX 75002

7.1 RIDGE LLC  
106 E RUSK SUITE 200  
ROCKWALL, TX 75087

VANDERSLICE ROBERT  
1408 S LAKESHORE DR  
ROCKWALL, TX 75087

JARA PARTNERS LTD  
1425 HUNTERS GLEN  
ROYSE CITY, TX 75189

FRANK RUSSELL  
15 PRINGLE LANE  
ROCKWALL, TX 75087

DGR ASSOCIATES INC A MISSOURI CORP  
1710 WEISKOPF DR  
HEATH, TX 75032

PORTELE MICHAEL & PAIGE  
1944 LAKESHORE DRIVE  
ROCKWALL, TX 75087

BENTO SERGIO  
2002 S LAKESHORE DR  
ROCKWALL, TX 75087

LAYAN INVESTMENTS INC  
2225 RIDGE RD  
ROCKWALL, TX 75087

JARA PARTNERS LTD  
2231 RIDGE RD  
ROCKWALL, TX 75087

DGR ASSOCIATES INC A MISSOURI CORP  
2233 RIDGERD  
ROCKWALL, TX 75087

DOUPHRAE PROPERTIES INC  
2235 RIDGE RD STE 200  
ROCKWALL, TX 75087

MEHL ROBERT F III & JOAN  
2237 RIDGE RD  
ROCKWALL, TX 75087

LAKEWOOD PROPERTIES LLC  
2245 RIDGE RD  
ROCKWALL, TX 75087

CHACKO & ABRAHAM INVESTMENTS LLC  
2249 RIDGE RD  
ROCKWALL, TX 75087

2251 RIDGE ROAD LLC  
2251 RIDGE RD  
ROCKWALL, TX 75087

MMF INVESTMENTS LLC  
2255 RIDGE RD SUITE 333  
ROCKWALL, TX 75087

HUDSPETH FREDERICK WARD ESTATE  
NONA MAHAFFY HUDSPETH INDEPENDENT  
EXECUTOR  
2304 RIDGE RD  
ROCKWALL, TX 75087

DAIKER PARTNERS LTD.  
2305 RIDGE RD  
ROCKWALL, TX 75087

MCKENNEY CARL K  
2306 RIDGE RD STE 2  
ROCKWALL, TX 75087

VANDERSLICE ROBERT  
2308 RIDGE RD  
ROCKWALL, TX 75087

ALMLAM REAL ESTATE LLC  
2310 RIDGE RD  
ROCKWALL, TX 75087

ALMLAM REAL ESTATE LLC  
3051 N GOLIAD STREET  
ROCKWALL, TX 75087

2251 RIDGE ROAD LLC  
4131 N CENTRAL EXPRESSWAY SUITE 450  
DALLAS, TX 75204

DAIKER PARTNERS LTD  
500 TURTLE COVE BLVD  
ROCKWALL, TX 75087

PSB INDEMNITY FAMILY LTD PTRN  
510 TURTLE COVE BLVD STE 200  
ROCKWALL, TX 75087

RICE CARINE  
545 BEDFORD FALLS  
ROCKWALL, TX 75087

CENTERS FOR PEACE AND MERCY, INC  
600 TURTLE COVE BLVD  
ROCKWALL, TX 75087

MEHL ROBERT F III & JOAN  
601 CARRIAGE TRL  
ROCKWALL, TX 75087



BRUCE SCOTT L & CRISTINA V  
611 HARBOR COVE DR  
ROCKWALL, TX 75087

FLORENCIA HECTOR J  
615 HARBOR COVE DR  
ROCKWALL, TX 75087

HANEY DYLAN K  
617 HARBOR COVE DR  
ROCKWALL, TX 75087

MARCUS MEGAN  
619 HARBOR COVE DRIVE  
ROCKWALL, TX 75087

ROTRAMEL CHRISTIE &  
MISTY ROTRAMEL  
621 HARBOR COVE DR  
ROCKWALL, TX 75087

SEAY KENNETH WAYNE & ELIZABETH CAUFIELD  
623 HARBOR COVE DRIVE  
ROCKWALL, TX 75087

LITHERLAND LORILEE  
627 HARBOR COVE DR  
ROCKWALL, TX 75087

RICE CARINE  
629 HARBOR COVEDR  
ROCKWALL, TX 75087

LAYAN INVESTMENTS INC  
6403 CRESTMOOR LN  
SACHSE, TX 75048

WAL-MART REAL ESTATE  
BUSINESS TRUST  
782 I30  
ROCKWALL, TX 75087

TURTLE COVE RESIDENTIAL ASSOC  
C/O TURTLE COVE HOA 14951 DALLAS PKWY STE  
600  
DALLAS, TX 75254

MOUNTAINPRIZE INC  
P. O. BOX 2437  
SMYRNA, GA 30081

CENTERS FOR PEACE AND MERCY, INC  
P.O. BOX 615  
ROCKWALL, TX 75087

DAIKER PARTNERS LTD.  
PO BOX 1059  
ROCKWALL, TX 75087

LAKEWOOD PROPERTIES LLC  
PO BOX 2259  
ROCKWALL, TX 75087

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

# PUBLIC NOTICE



CITY OF ROCKWALL  
PLANNING AND ZONING DEPARTMENT  
PHONE: (972) 771-7745  
EMAIL: [PLANNING@ROCKWALL.COM](mailto:PLANNING@ROCKWALL.COM)

Property Owner and/or Resident of the City of Rockwall:

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

**Case No. Z2021-032: SUP for Restaurant w/ Drive Through**

*Hold a public hearing to discuss and consider a request by Sam Moore of Main & Main on behalf of Jason Claunch of 7.1 Ridge LLC for the approval of a Specific Use Permit (SUP) for Restaurant with Less Than 2,000 SF with a Drive-Through or Drive-In for the purpose of constructing a restaurant (i.e. Dutch Bros. Coffee) on a 0.57-acre portion of a larger 8.583-acre parcel of land identified as Lot 1, Block A, Sky Ridge Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within Scenic Overlay (SOV) District, generally located southeast of the intersection of Ridge Road [FM-740] and W. Yellow Jacket Lane, 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, September 14, 2021 at 6:00 PM, and the City Council will hold a public hearing on Monday, September 20, 2021 at 6:00 PM. 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:

**Henry Lee**  
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 Monday, September 20, 2021 at 4:00 PM 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 AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

--- PLEASE RETURN THE BELOW FORM ---

**Case No. Z2021-032: SUP for Restaurant w/ Drive-Through**

**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:   
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

August 17, 2021

Re: Dutch Bros Coffee Specific Use Permit

The following is our application for a Specific Use Permit for the proposed Dutch Bros Coffee drive-thru coffee stand with walk-up services. The proposed coffee shop will be located in lot 5 of the Sky Ridge shopping center. We are excited to bring one of the first Dutch Bros in the DFW Metroplex to Rockwall, which is the largest privately held coffee company. The proposed building is a 950sf modular building which is proposed to have a combination of nichiha, cement plaster, and masonry. The hours anticipated at this location are 5am – 11pm Monday thru Sunday, which will include 3 shifts per day and 8 employees. The employees will be operating the kiosk by preparing and serving menu items and running orders to guests in the drive-thru, similar to how Chick-fil-A operates a double stack drive-thru.

Included in our submittal are the proposed concept plan and elevations for the Dutch Bros. This concept plan is intended to show the fit of the Dutch Bros into the overall development outside of our SUP request. The building will be used for the operation of the coffee stand and preparation of menu items; therefore, the building will not be open for public access. The Dutch Bros Coffee shop will serve beverages including coffee, tea, and energy drinks. The building is designed with both color and material to represent the brand effectively, while fitting within the City's standards.

Dutch Bros is known for their philanthropic engagement and efforts. Examples of their community involvement are included in our submittal for your review.

We are excited to help bring an amazing brand and organization to the City of Rockwall and look forward to working together to deliver a quality product.

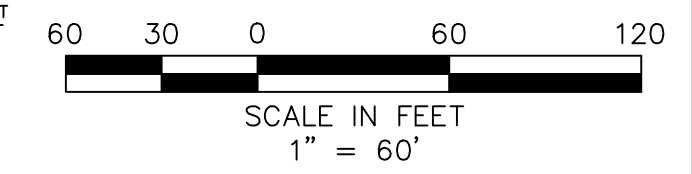
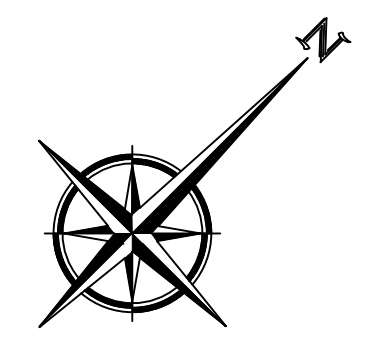
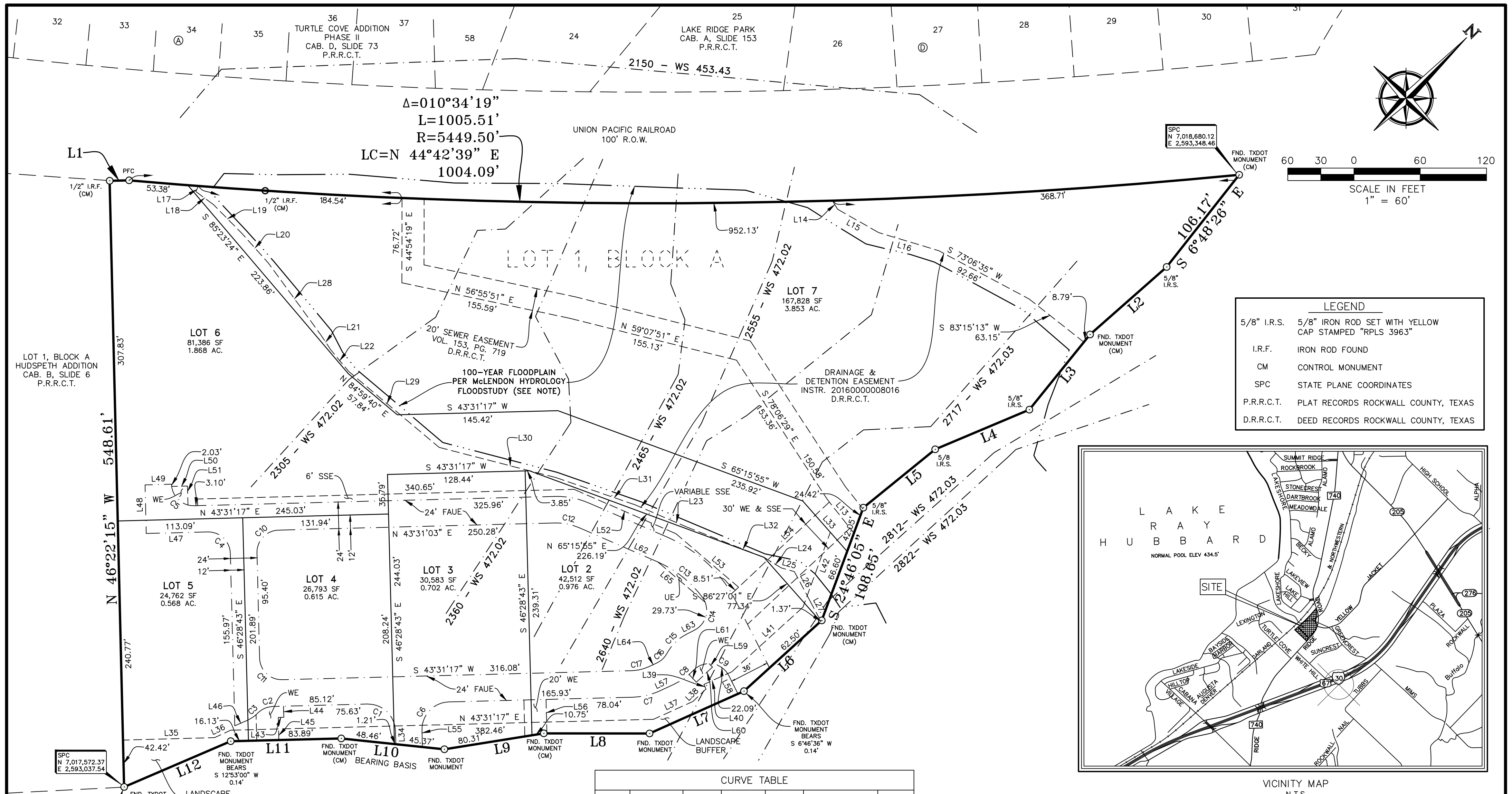
Thank you for your time, please let me know if you have any questions.  
We look forward to working together.

*Sam Moore*

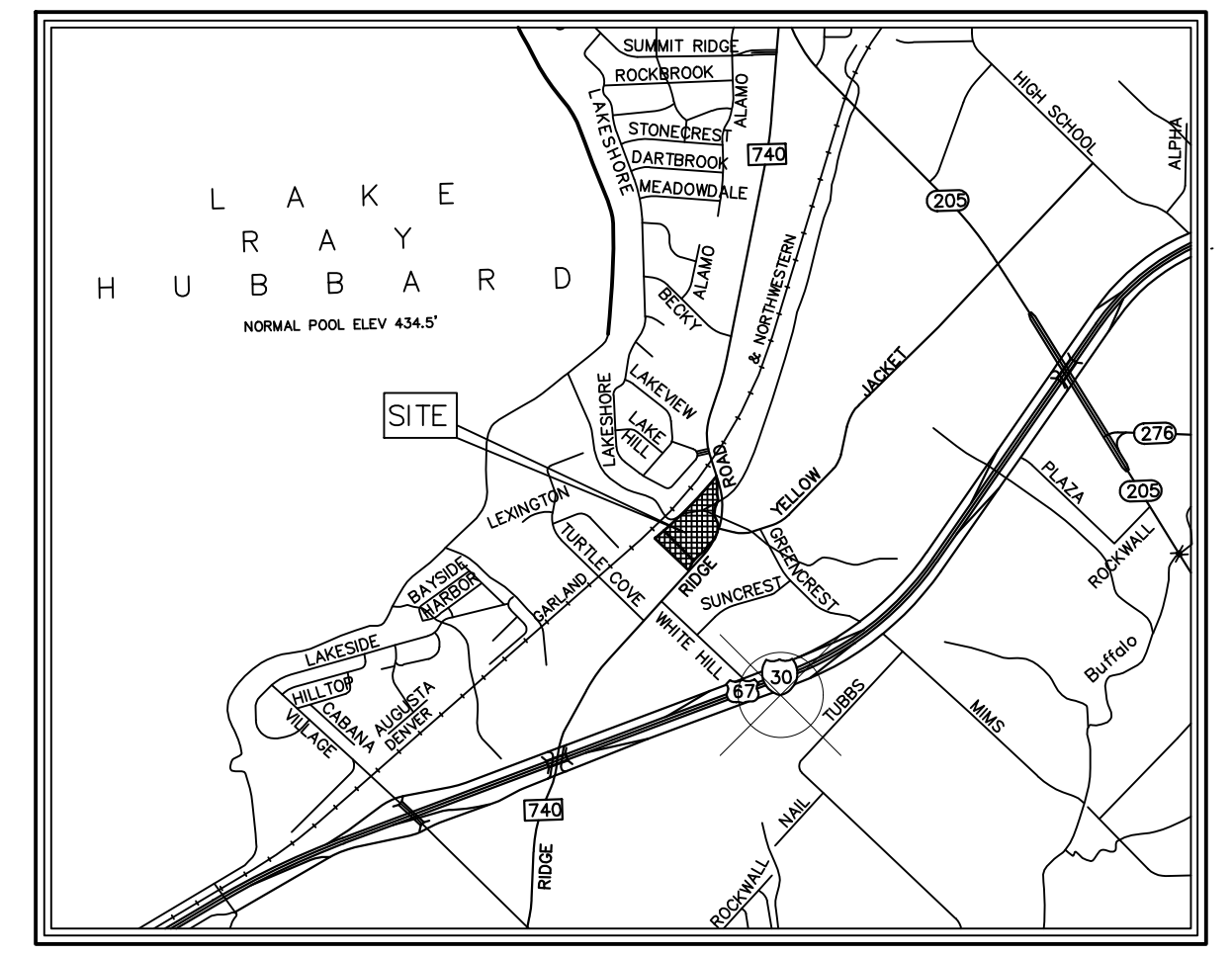
**Best,**

**Sam Moore**

Main & Main Capital Group, LLC



LEGEND	
5/8" I.R.S.	5/8" IRON ROD SET WITH YELLOW CAP STAMPED "RPLS 3963"
I.R.F.	IRON ROD FOUND
CM	CONTROL MONUMENT
SPC	STATE PLANE COORDINATES
P.R.R.C.T.	PLAT RECORDS ROCKWALL COUNTY, TEXAS
D.R.R.C.T.	DEED RECORDS ROCKWALL COUNTY, TEXAS



VICINITY MAP  
N.T.S.

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	090°00'00"	25.00'	25.00'	39.27'	S 88°31'17" W	35.36'
C2	043°19'57"	20.00'	7.95'	15.13'	S 21°51'18" W	14.77'
C3	021°17'02"	34.00'	6.39'	12.63'	S 10°49'50" W	12.56'
C4	090°00'14"	20.00'	20.00'	31.42'	S 88°31'10" W	28.29'
C5	090°06'40"	20.00'	20.04'	31.45'	N 88°34'23" E	28.31'
C6	090°00'00"	25.00'	25.00'	39.27'	S 1°28'43" E	35.36'
C7	023°19'36"	64.00'	13.21'	26.06'	S 31°51'29" W	25.88'
C8	021°33'57"	58.00'	11.05'	21.83'	S 9°24'43" W	21.70'
C9	109°42'40"	20.00'	28.41'	38.30'	S 53°29'04" W	32.71'
C10	089°55'11"	20.00'	19.97'	31.39'	N 1°26'32" W	28.26'
C11	090°04'35"	20.00'	20.03'	31.44'	S 88°33'35" W	28.30'
C12	025°01'10"	50.00'	11.09'	21.83'	N 56°01'38" E	21.66'
C13	029°40'50"	100.00'	26.50'	51.80'	N 83°22'38" E	51.23'
C14	100°04'22"	20.00'	23.87'	34.93'	S 31°44'46" E	30.66'
C15	035°05'17"	41.75'	13.20'	25.57'	S 0°44'47" W	25.17'
C16	036°59'33"	20.00'	6.69'	12.91'	S 1°41'55" W	12.69'
C17	023°19'36"	40.00'	8.26'	16.28'	S 31°51'29" W	16.17'

Floodplain, cross sections and elevations by graphic interpolation from the Floodplain Work Map in the Flood Study for Stream 5 by McLendon Hydrology and Engineering L.L.C.

## FINAL PLAT LOTS 2-7, BLOCK A SKY RIDGE ADDITION

BEING A REPLAT OF  
LOT 1, BLOCK A, SKY RIDGE ADDITION  
CAB. J SLIDE X, P.R.R.C.T.  
BEING  
6 LOTS AND CONTAINING  
**8.583 ACRES**

AND SITUATED IN THE  
E.P. GAINES CHISUM SURVEY, A-64  
CITY OF ROCKWALL,  
ROCKWALL COUNTY, TEXAS  
**ENGINEERING CONCEPTS & DESIGN, L.P.**  
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
TEXAS FIRM REG. NO. 001145  
201 WINDCO CIRCLE, SUITE 200, WYLIE, TEXAS 75098  
(972) 941-8400 FAX (972) 941-8401

OWNER/DEVELOPER  
**7.1 RIDGE, LLC**  
106 E. RUSK STREET, STE 200  
ROCKWALL, TX 75087  
(972) 771-7577

LAND SURVEYOR  
**R.C. MYERS SURVEYING, LLC**  
488 ARROYO COURT  
SUNNYVALE, TX 75182  
(214) 532-0636  
FAX (972) 412-4875  
EMAIL: rcmsurveying@gmail.com  
FIRM NO. 10192300 JOB NO. 377

**POINT OF BEGINNING**

- Notes:
- Basis of bearing being S 50°59'46" W for a south line of deed recorded in Instr. 2016000018015, D.R.R.C.T.
  - By graphical plotting, part of the parcel described hereon lies within a Special Flood Hazard Area inundated by 100-year flood, it lies within Zone "A" as delineated on the Rockwall County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 48397C0040L, dated September 26, 2008, published by the Federal Emergency Management Agency (FEMA). The Surveyor utilized the above referenced floodplain information for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by FEMA or some other source. On occasion, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The above flood statement shall not create liability on the part of the surveyor.
  - All open spaces, drainage easements, drainage and detention easements, and other common area shall be repaired, replaced, and maintained by property owner.

DATE: JULY 16, 2021

SHEET 1 OF 2

COPYRIGHT: All drawings herein are the property of Tectonics Design Group and may not be reproduced or used in any capacity without the written authorization of Tectonics Design Group.

DRAWN: H.E.M.  
DESIGNED: H.E.M.  
CHECKED/STAMPED: MATT K. RASMUSSEN, P.E.

PRELIMINARY

STAMP:

**TECTONICS DESIGN GROUP**  
 730 Sandhill Rd., #250, Reno, Nevada 89521  
 tel 775-824-9988  
 fax 775-824-9986  
 www.tectonicsdesigngroup.com

DESIGNER:

**Dutch Bros No.: TX1802**  
 TBD RIDGE ROAD, ROCKWALL, TX 75087  
**MAIN & MAIN**  
 5750 Genesis Court, Suite 103, Frisco, TX 75034

PROJECT/CLIENT:

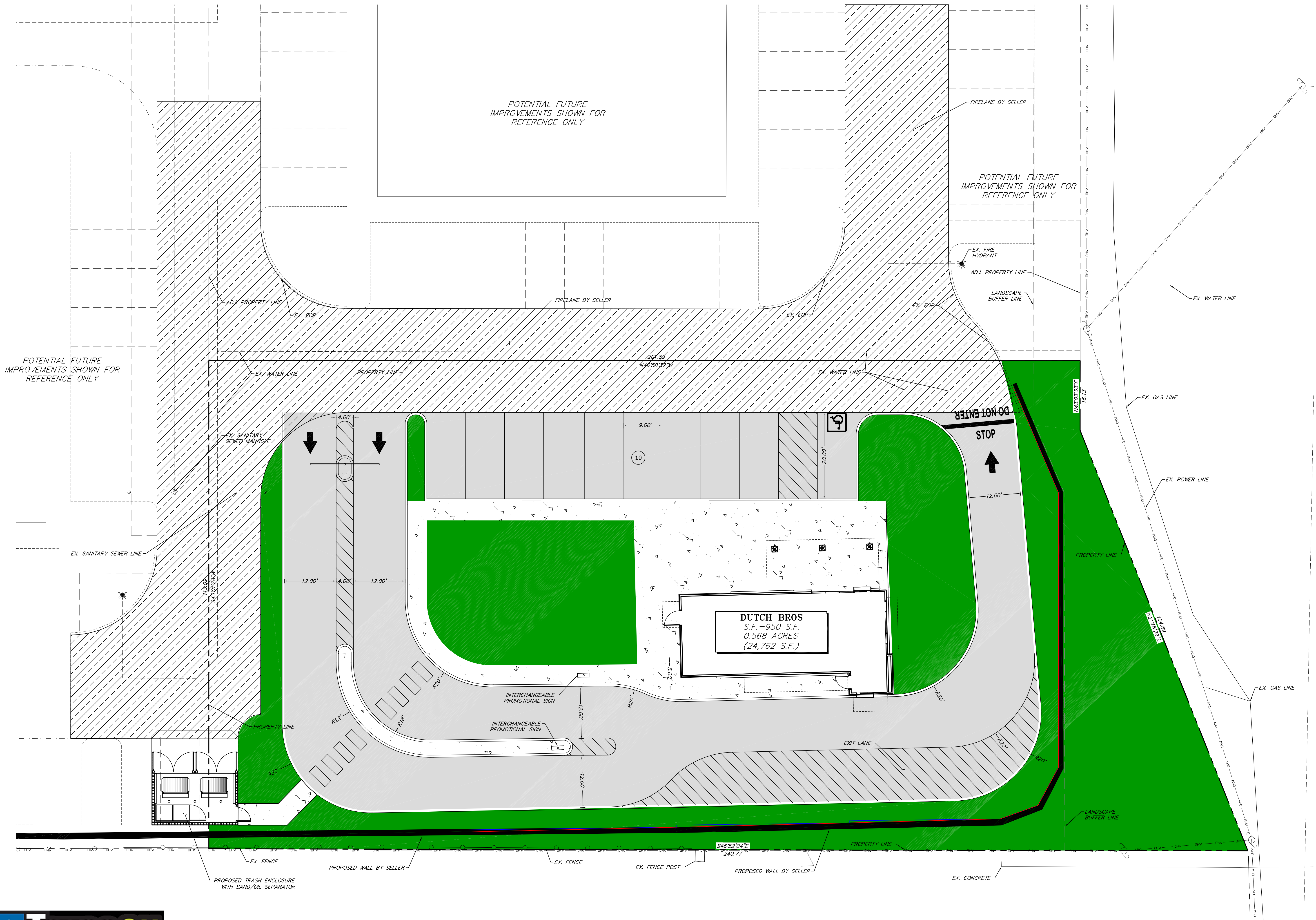
#: 21090  
DATE: 09/07/21  
SUBMITTAL PRELIM  
09/21/21

SUBMITTAL RECORD:

SHEET TITLE:

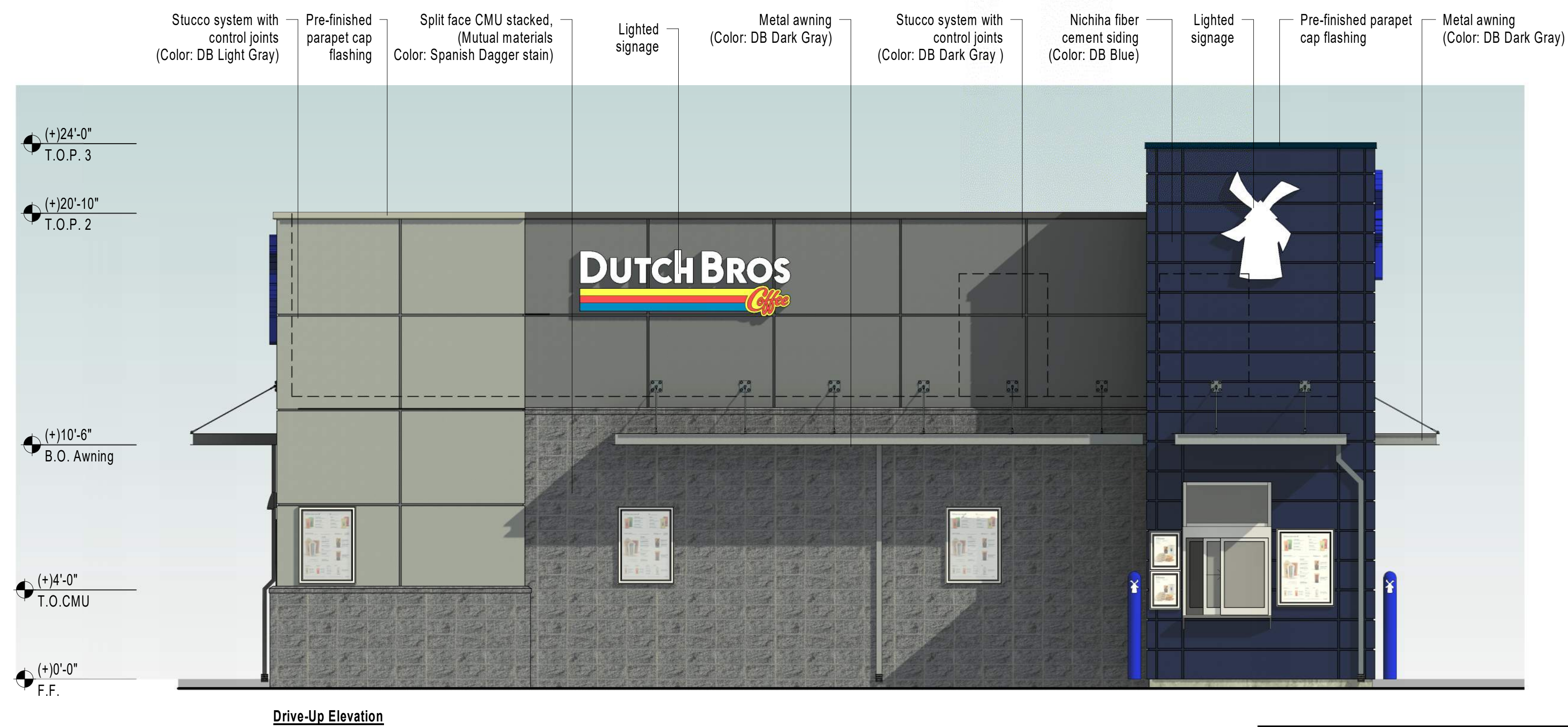
SITE PLAN

C2.1

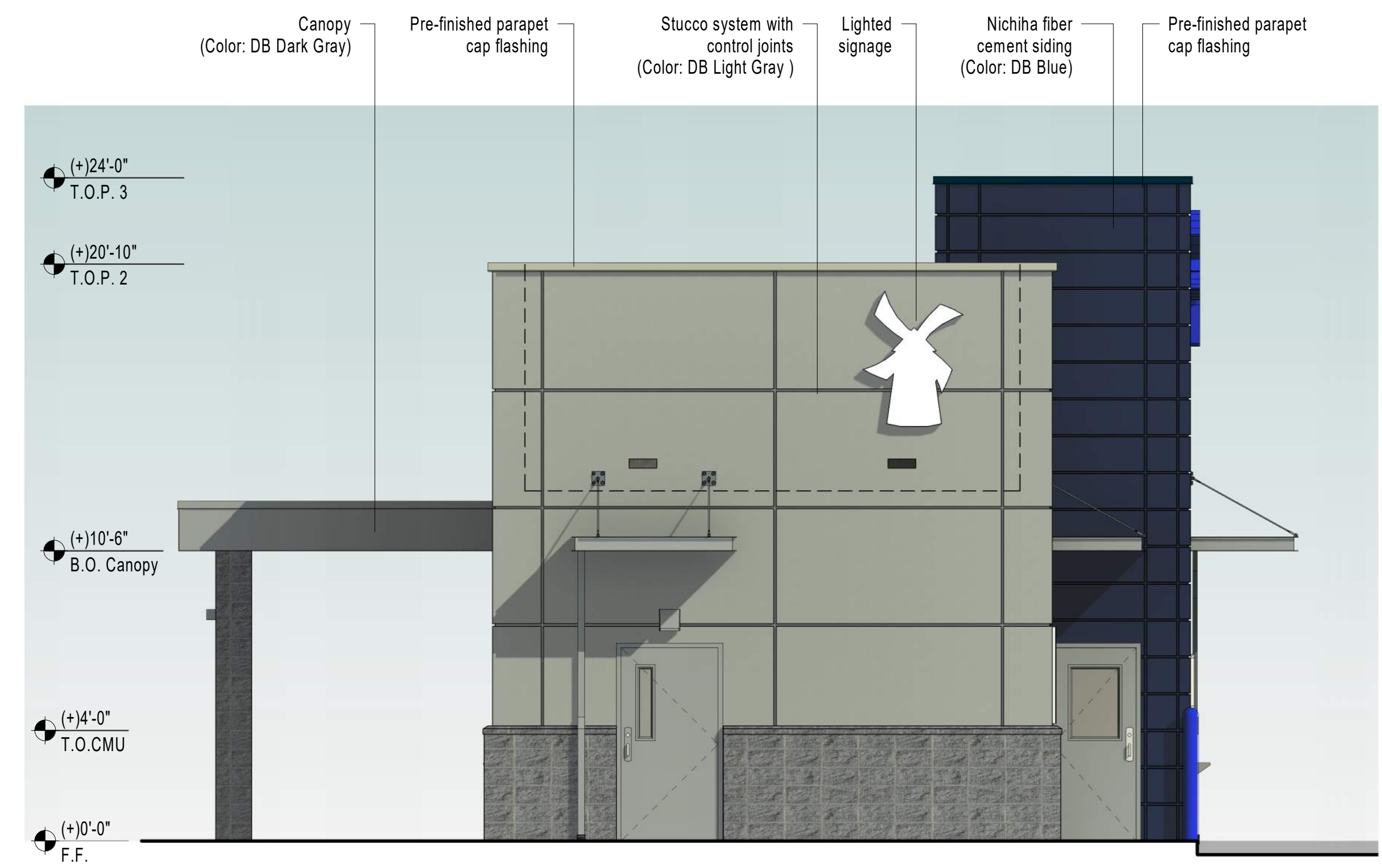


SITE PLAN  
SCALE: 1" = 10'-0"





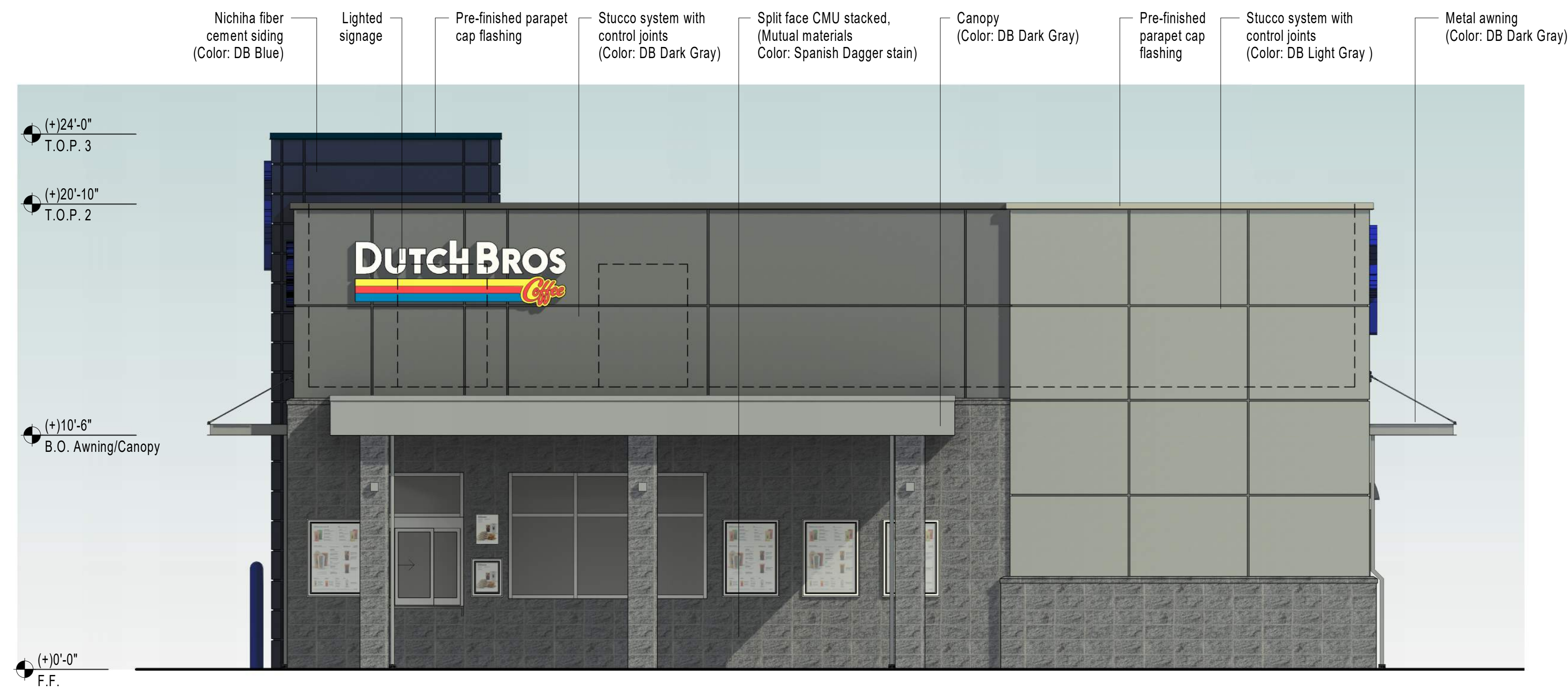
Drive-Up Elevation



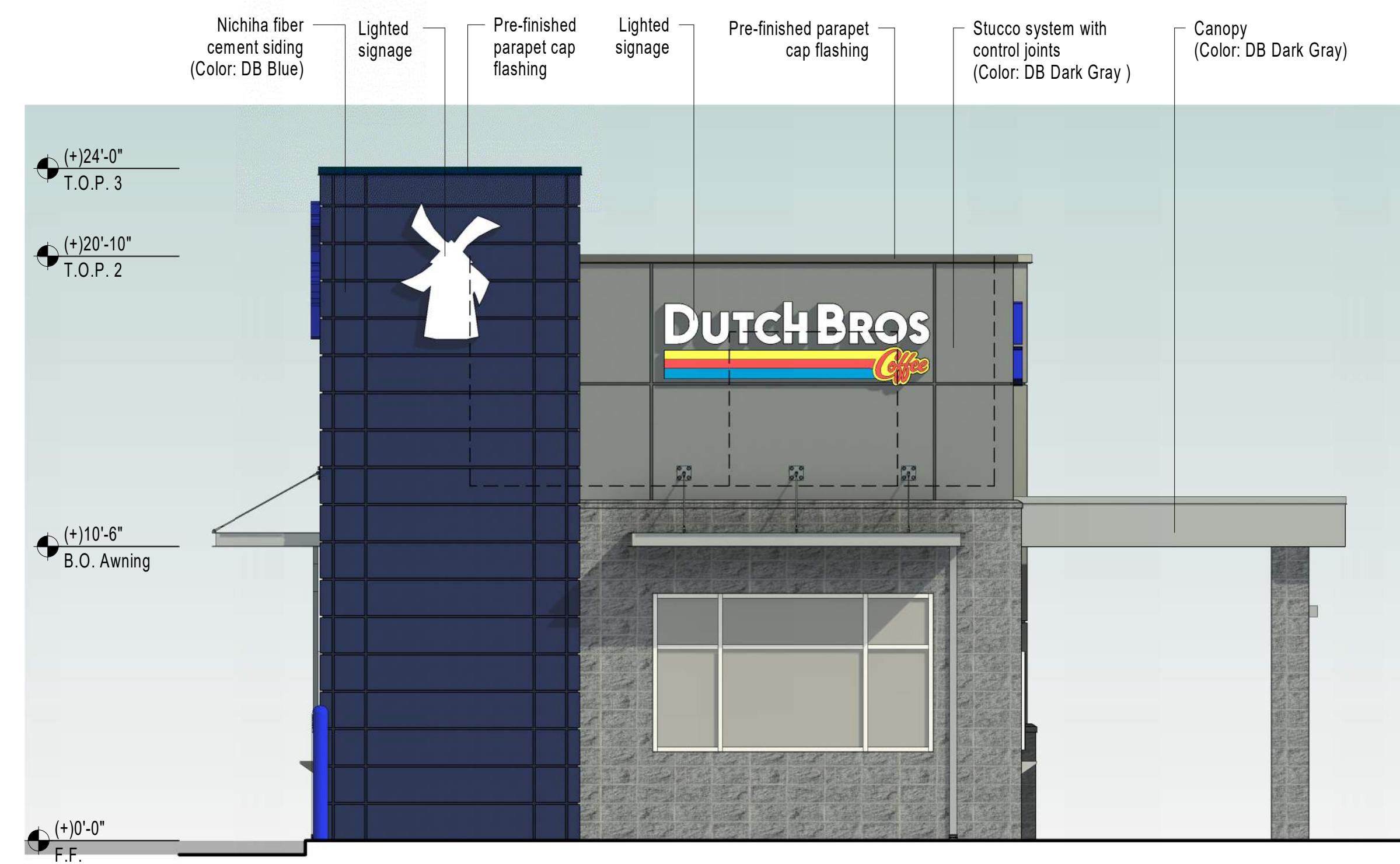
Rear Elevation

### Material Calculations

<b>Drive-Up Elevation:</b>	
Primary Material:	Stucco 40%
	Split Face CMU 36%
Secondary Material:	Nichia Siding 24% (Request variance)
<b>Rear Elevation:</b>	
Primary Material:	Stucco 79% (Request variance)
	Split Face CMU 21%
<b>Walk-Up Elevation:</b>	
Primary Material:	Stucco 53%
	Split Face CMU 47%
<b>Front Elevation:</b>	
Primary Material:	Stucco 24%
	Split Face CMU 36%
Secondary Material:	Nichia Siding 40% (Request variance)



Walk-Up Elevation



Front Elevation (Primary Elevation)





Front (Primary Elevation)/Drive-Thru



Front (Primary Elevation)/Walk-Up



Rear/Walk-Up



Rear/Drive-Thru















# DUTCH BROS COMMUNITY ENGAGEMENT

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# DUTCH BROS FOUNDATION

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- Includes several philanthropic focuses:
  - Be Aware
    - Support for the fight against breast cancer since 2014, with more than \$1.6 million in donations.
  - Drink One for Dane
    - Support and mission to find a cause and a cure for ALS.
    - Dane Boersma, Dutch Bros co-founder, battled with ALS.
    - One day in May is dedicated to raise funds for the Muscular Dystrophy Association.
  - Buck for Kids
    - One day in September, Dutch Bros donates \$1 from every drink sold to local youth organizations.
  - Dutch Luv
    - On February 14<sup>th</sup>, Dutch Bros donates \$1 from every drink sold to organizations to fight food insecurity.

# RECENT FOCUSES

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- Wildfire Relief Efforts
  - Dutch Bros donated to various relief funds for the wildfires in 2020.
- Covid Relief
  - Donated to various organizations for the support of communities during the Covid-19 outbreak.
- #FirstRespondersFirst
  - 100% of Dutch Bros' profits in April 2020 were donated to support medical first responders.
- Buck for Kids
  - Increase of approximately 10% in contributions in 2020.

# SOURCES

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- Dutch Bros foundation - <https://www.dutchbros.com/dutch-bros-foundation/>
- Wildfire Relief - <https://www.dutchbros.com/news-events/dutch-bros-foundation-donates-250000-to-wildfire-relief-efforts>
- First Responders First - <https://www.businesswire.com/news/home/20200403005548/en/Dutch-Bros-Coffee-Dedicates-100-of-April-Profits-to-FirstRespondersFirst>

CITY OF ROCKWALL

ORDINANCE NO. 21-XX

SPECIFIC USE PERMIT NO. S-2XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A RESTAURANT LESS THAN 2,000 SF WITH DRIVE-THROUGH OR DRIVE-IN ON A 0.57-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 1, BLOCK A, SKY RIDGE ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request from Sam Moore of Main & Main for the approval of a Specific Use Permit (SUP) for a *Restaurant with Less Than 2,000 SF with Drive-Through or Drive-In* for the purpose of constructing a *drive-through restaurant* on a 0.57-acre parcel of land described as Lot 1, Block A, Sky Ridge Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the Scenic Overlay (SOV) District, generally located southeast of the intersection of Ridge Road [FM-740] and W. Yellow Jacket Lane, and being 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 the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall should be amended as follows:

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

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

**SECTION 2.** That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 04.05, *Commercial (C) District*, and Subsection 06.08, *Scenic Overlay (SOV) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02] -- as heretofore amended and may be amended in the future -- and with



the following conditions:

## 2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *Restaurant with Less Than 2,000 SF with Drive-Through or Drive-In* on the *Subject Property* and conformance to these conditions is required for continued operation:

- 1) The development of the *Subject Property* shall generally conform to the Concept Plan as depicted in *Exhibit 'B'* of this ordinance.
- 2) Mature landscaping and additional trees shall be planted along the entire length of the proposed drive-through to provide headlight screening from Ridge Road [FM-740] and the adjacent properties.

## 2.2 COMPLIANCE

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

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

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

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

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

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 18<sup>TH</sup> DAY OF OCTOBER, 2021.**

\_\_\_\_\_  
Kevin Fowler, *Mayor*

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: October 4, 2021

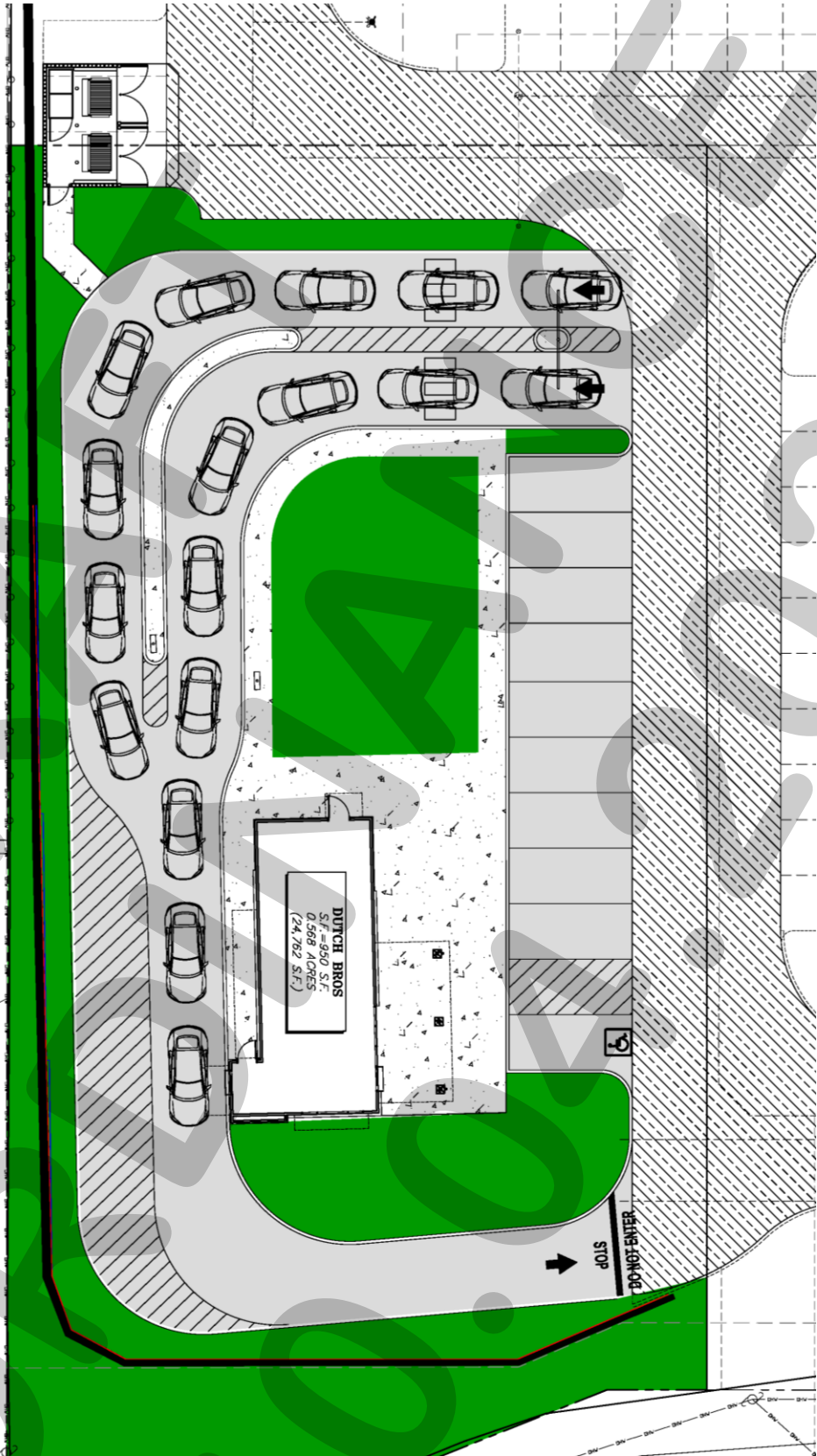
2<sup>nd</sup> Reading: October 18, 2021

**Exhibit 'A'**  
*Location Map*

Address: Southeast of the intersection of Ridge Road and W. Yellow Jacket Lane  
Legal Description: Lot 1, Block A, Sky Ridge Addition



Exhibit 'B':  
Concept Plan





## MEMORANDUM

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**TO:** Mary Smith, City Manager

**CC:** Honorable Mayor and City Council

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

**DATE:** October 4, 2021

**SUBJECT:** Z2021-036; AMENDMENT TO PLANNED DEVELOPMENT DISTRICT 91 (PD-91)

---

### Attachments

Case Memo  
Development Application  
Location Map  
HOA Notification Map  
Property Owner Notification Map  
Property Owner Notification List  
Public Notice  
Property Owner Notifications  
Applicant's Letter  
Concept Plan  
Draft Ordinance

### Summary/Background Information

Hold a public hearing to discuss and consider a request by Adam Shiffer of the Skorburg Company on behalf of Gordon C. Fogg for the approval of an **ordinance** for a *Zoning Change* to amend Planned Development District 91 (PD-91) [*Ordinance No. 21-36*] to incorporate a 20.00-acre tract of land identified as Tracts 22-04 & 22-05 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 505 Clem Road, and take any action necessary (**1st Reading**).

### Action Needed

The City Council is being asked to approve, approve with conditions, or deny the requested amendment to Planned Development District 91 (PD-91).



# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

---

**TO:** Mayor and City Council  
**DATE:** October 4, 2021  
**APPLICANT:** Adam Shiffer; *Skorburg Company*  
**CASE NUMBER:** Z2021-036; *Amendment to Planned Development District 91 (PD-91)*

---

### **SUMMARY**

Hold a public hearing to discuss and consider a request by Adam Shiffer of the Skorburg Company on behalf of Gordon C. Fogg for the approval of a Zoning Change to amend Planned Development District 91 (PD-91) [Ordinance No. 21-36] to incorporate a 20.00-acre tract of land identified as Tracts 22-04 & 22-05 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 505 Clem Road, and take any action necessary.

### **BACKGROUND**

The subject property consists of four (4) existing tracts of land. The 26.012-acre tract of land (*i.e. Tract 17-01 of the W. M. Dalton Survey, Abstract No. 72*) -- identified as a 25.844-acre tract of land by the Rockwall Central Appraisal District (RCAD) and is heretofore referenced as *Tract 1* -- is currently undeveloped and is considered to be raw land. The 12.00-acre tract of land (*i.e. Tract 17-01 of the W. M. Dalton Survey, Abstract No. 72*) -- which is currently located directly east of the *Tract 1* and is heretofore referenced as *Tract 2* -- is currently occupied with a single-family home. According to the Rockwall Central Appraisal District (RCAD), the single-family home situated on *Tract 2* is 4,456 SF and was constructed in 1992. Also situated on this tract of land is a 2,100 SF accessory building that was constructed in 1995. A 500 SF carport was added to the home in 2005. On January 18, 2011, the City Council annexed *Tracts 1 & 2* by adopting *Ordinance No. 11-03 [Case No. A2010-002]*. At the time of annexation, these tracts were zoned Agricultural (AG) District. On April 12, 2021, the City Council approved a zoning case [*Case No. Z2021-005*] rezoning *Tracts 1 & 2* from an Agricultural (AG) District to Planned Development District 91 (PD-91) [Ordinance No. 21-17] for Single Family 16 (SF-16) District land uses. This Planned Development District allowed a 56-lot single-family subdivision consisting of a minimum lot size of 16,000 SF.

The 20.83-acre tract of land (*i.e. Tract 22 of the W. M. Dalton Survey, Abstract No. 72*) -- which is currently located directly east of the *Tract 2* and is heretofore referenced as *Tract 3* -- currently has a 1,934 SF single-family home constructed in 1985, a 2,000 SF barn constructed in 1995, and multiple accessory buildings constructed in 1988, 2006, 2013, and 2015 according to the Rockwall Central Appraisal District (RCAD). On August 2, 2021, the City Council annexed the subject property and incorporated it into Planned Development District 91 (PD-91) by adopting *Ordinance No.'s 21-34 & 21-36 [Case No.'s A2010-004 and Z2021-027]*. This was done in accordance with a 212 Development Agreement that was entered into by the then property owners (*i.e. Allen and Lisa Stevenson*), the developer (*i.e. Adam Buzcek of the Skorburg Co.*), and the City in June 2021. This zoning change increased the number of 16,000 SF lots permitted within Planned Development District 91 (PD-91) from 56-lots to 98-lots.

### **PURPOSE**

On August 20, 2021, the applicant -- *Adam Shiffer of the Skorburg Company* -- submitted an application requesting to amend Planned Development District 91 (PD-91) [Ordinance No. 21-36] to incorporate an adjacent 20.00-acre tract of land (*i.e. Tracts 22-04 & 22-05 of the W. M. Dalton Survey, Abstract No. 72*) that is currently zoned Agricultural (AG) District. The proposed amendment will increase the number of 16,000 SF lots permitted for this subdivision from 98-lots to 132-lots.

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

The subject property is located at southeast corner of the intersection of 505 Clem Road. The land uses adjacent to the subject property are as follows:

- North: Directly north of the subject property is Clem Road, which is identified as a *Minor Collector* on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this are the City's corporate limits followed by multiple residential properties located within the City's Extraterritorial Jurisdiction (ETJ). Also, north of the subject property -- *and located within the City's corporate limits* -- is the Saddle Brook Estates Subdivision, which consists of 45 single-family residential lots on 51.47-acres of land. These homes were constructed in 2002, and are zoned Single-Family 16 (SF-16) District.
- South: Directly south of the subject property is the City's corporate limits followed by the Meadowview Ranch Estates Subdivision, which is situated within the City's Extraterritorial Jurisdiction (ETJ). The Meadowview Ranch Estates Subdivision consists of 24 single-family residential lots on 38.97-acres of land. These homes were constructed in 1977.
- East: Directly east of the subject property is a 20.06-acre tract of land (*i.e. Tract 24 of the W. M. Dalton Survey, Abstract No. 72*), developed with residential and agricultural structures, and is zoned Agricultural (AG) District. Beyond this is the Northgate Subdivision, which consists of 40 residential lots, zoned Planned Development District 88 (PD-88) for Single-Family 1 (SF-1) District land uses. Beyond this is the City's corporate limits.
- West: Directly west of the subject property are the City's corporate limits followed FM-1141. FM-1141 is identified as a M4D (*i.e. major collector, four [4] lane, divided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this thoroughfare are multiple residential properties situated within the City's Extraterritorial Jurisdiction (ETJ).

**CHARACTERISTICS OF THE REQUEST**

The applicant has submitted a concept plan and development standards for the proposed residential subdivision. The concept plan shows that the 78.41-acre tract of land will be subdivided to create 132 single-family residential lots. All of the proposed lots will be a minimum of 16,000 SF, and have a minimum lot width of 90-feet and a minimum lot depth of 100-feet. The overall density of the proposed subdivision will be 1.69 dwelling units per acre. The minimum dwelling unit size (*i.e. air-conditioned space*) will be 3,000 SF; however, the Planned Development District ordinance does allow this to be reduced to 2,800 SF for ten (10) percent of the lots (*i.e. five [5] lots*). According to the applicant, the proposed housing product will be of the same quality as the Breezy Hill and Stone Creek Subdivisions, but will incorporate updated floor plans. Staff has incorporated anti-monotony and masonry standards into the proposed Planned Development District ordinance. Specifically, the ordinance will require a minimum of 90% masonry (*with a minimum of 85% on each façade*), and be subject to the City's upgraded anti-monotony standards. The proposed subdivision will be subject to the land uses and density and dimensional requirements stipulated for properties within a Single-Family 16 (SF-16) District. These density and dimensional requirements are summarized as follows:

TABLE 1: LOT DIMENSIONAL REQUIREMENTS

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

General Notes:

<sup>1:</sup> Lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may have the front lot width reduced by 20% as measured at the front property line provided that the lot width will be met at the *Front Yard Building Setback*. Additionally, the lot depth on

lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may be reduced by up to ten (10) percent, but shall meet the minimum lot size for each lot type referenced in *Table 1*.

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

The proposed concept plan shows approximately 15.84-acres of open space (or 20.2%) will be provided, and that a six (6) foot trail system will traverse the site. In addition, a six (6) foot meandering trail will be provided along FM-1141, and a six (6) foot sidewalk will be constructed along Clem Road. Along the lots on the southside of the subject property, the applicant has indicated that a ten (10) foot wide landscape buffer with evergreen trees planted on 20-foot centers will be provided.

## **INFRASTRUCTURE**

Based on the applicant's concept plan and the proposed density, the following infrastructure is required to be constructed to provide adequate public services for the proposed development:

- (1) Roadways. The applicant shall verify the right-of-way width of FM-1141 to ensure there is 85-feet of right-of-way, and dedicate any of the subject property that is within 42.50-feet of the centerline of the roadway. The applicant will also need to verify the current right-of-way width of Clem Road, and dedicate any area within 30-feet of the centerline of the roadway.
- (2) Water. The applicant shall be required to provide a letter from Mt. Zion Water Supply -- *the holder of the Certificate of Convenience and Necessity (CCN) for the subject property* -- stating that they can serve domestic and fire protection meeting the City's minimum standards. As an alternative, the applicant can pursue opting out of the Mt. Zion's CCN. Any water system utilized to provide water to the site will be required to be looped through the property.
- (3) Wastewater. The applicant will need to connect the subdivision to the City's existing sewer system. Plans for this will be required at the time of civil engineering.
- (4) Drainage. The applicant shall be required to perform a flood study to delineate the fully developed 100-year localized floodplain for all ponds, creeks or streams, and draws on the subject property. Detention will be required and sized per the required detention study. The applicant will also be required to perform a Wetlands and Waters of the United States (WOTUS) study for the existing pond.

## **CONFORMANCE TO THE CITY'S CODES**

The proposed Planned Development District conforms to all of the requirements of the Unified Development Code (UDC) and the Engineering Department's *Standards of Design and Construction Manual*.

## **CONFORMANCE WITH OURHOMETOWN VISION 2040 COMPREHENSIVE PLAN**

According to the *Land Use Plan* contained in the OURHometown Vision 2040 Comprehensive Plan, the subject property is located within the Northeast Residential District and is designated for Low Density Residential land uses on the Future Land Use Plan. According to the Comprehensive Plan, Low Density Residential land uses are defined as "... residential subdivisions that are two (2) units per gross acre or less; however, a density of up to two and one-half (2½) units per gross acre may be permitted for developments that incorporate increased amenity and a mix of land uses ..." In this case, the applicant is proposing an overall density of 1.69 dwelling units per acre, which is in conformance with the Future Land Use Plan. In addition, the applicant's proposed changes do not change the conformance of the proposed concept plan to the policies, goals or district strategies of the OURHometown Vision 2040 Comprehensive Plan.



## **NOTIFICATIONS**

On August 26, 2021, staff mailed 28 notices to property owners and occupants within 500-feet of the subject property. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). There were no Homeowner's Associations (HOAs) or Neighborhood Organizations within 1,500-feet of the subject property participating in the Neighborhood Notification Program. At the time this report was drafted staff had received the following:

- 1) One (1) email from a property owner outside of the notification area opposed to the applicant's request
- 2) Eight (8) input forms from five (5) properties outside the notification area opposed to the applicant's request.
- 3) One (1) returned notice from a property owner within the notification area opposed to the applicant's request.
- 4) One (1) input form from a property owner outside the notification area in-favor of the applicant's request.

## **CONDITIONS OF APPROVAL**

If the City Council chooses to approve the applicant's request to rezone the subject property from an Agricultural (AG) District to a Planned Development District 91 (PD-91) for Single-Family 16 (SF-16) District land uses, then staff would propose the following conditions of approval:

- (1) The applicant shall be responsible for maintaining compliance with the conditions contained in the Planned Development District ordinance; and,
- (2) Any construction resulting from the approval of this Zoning Change shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

## **PLANNING AND ZONING COMMISSION**

On September 28, 2021, the Planning and Zoning Commission approved a motion to approve the zoning change with the conditions of approval by a vote of 5-1, with Commissioner Chodun dissenting and Commissioner Deckard absent.



# DEVELOPMENT APPLICATION

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

**STAFF USE ONLY**

PLANNING & ZONING CASE NO. 22021-036

**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 [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)
- VARIANCE REQUEST (\$100.00)

**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, ROUND UP TO ONE (1) ACRE.

**PROPERTY INFORMATION [PLEASE PRINT]**

ADDRESS 505 Clem Road, Rockwall, TX 75087

SUBDIVISION William Dalton Survey Abstract No. 72

LOT

BLOCK

GENERAL LOCATION Clem Road off of 1147

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

CURRENT ZONING Agricultural District (AG)

CURRENT USE AG

PROPOSED ZONING Amendment to PD-91

PROPOSED USE PD (SF-16)

ACREAGE +/- 20 Additional, +/- 78 Total

LOTS [CURRENT]

98 (PD - 91)

LOTS [PROPOSED]

132 (with Amendment)

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

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

OWNER Gordon C. Fogg

APPLICANT Skorburg Company

CONTACT PERSON Gordon C. Fogg

CONTACT PERSON Adam Shiffer

ADDRESS 505 Clem Road

ADDRESS 8214 Westchester Dr. Ste. 900

CITY, STATE & ZIP Rockwall, TX 75087

CITY, STATE & ZIP Dallas, TX 75225

PHONE (972) 931-0345 ext. 116

PHONE (214) 888-8845

E-MAIL gfogg@monarchair.com

E-MAIL ashiffer@skorburgcompany.com

**NOTARY VERIFICATION [REQUIRED]**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GORDON C. FOGG [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

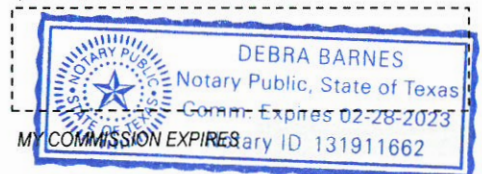
"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ \_\_\_\_\_ TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_. 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 18 DAY OF August, 2021.

OWNER'S SIGNATURE

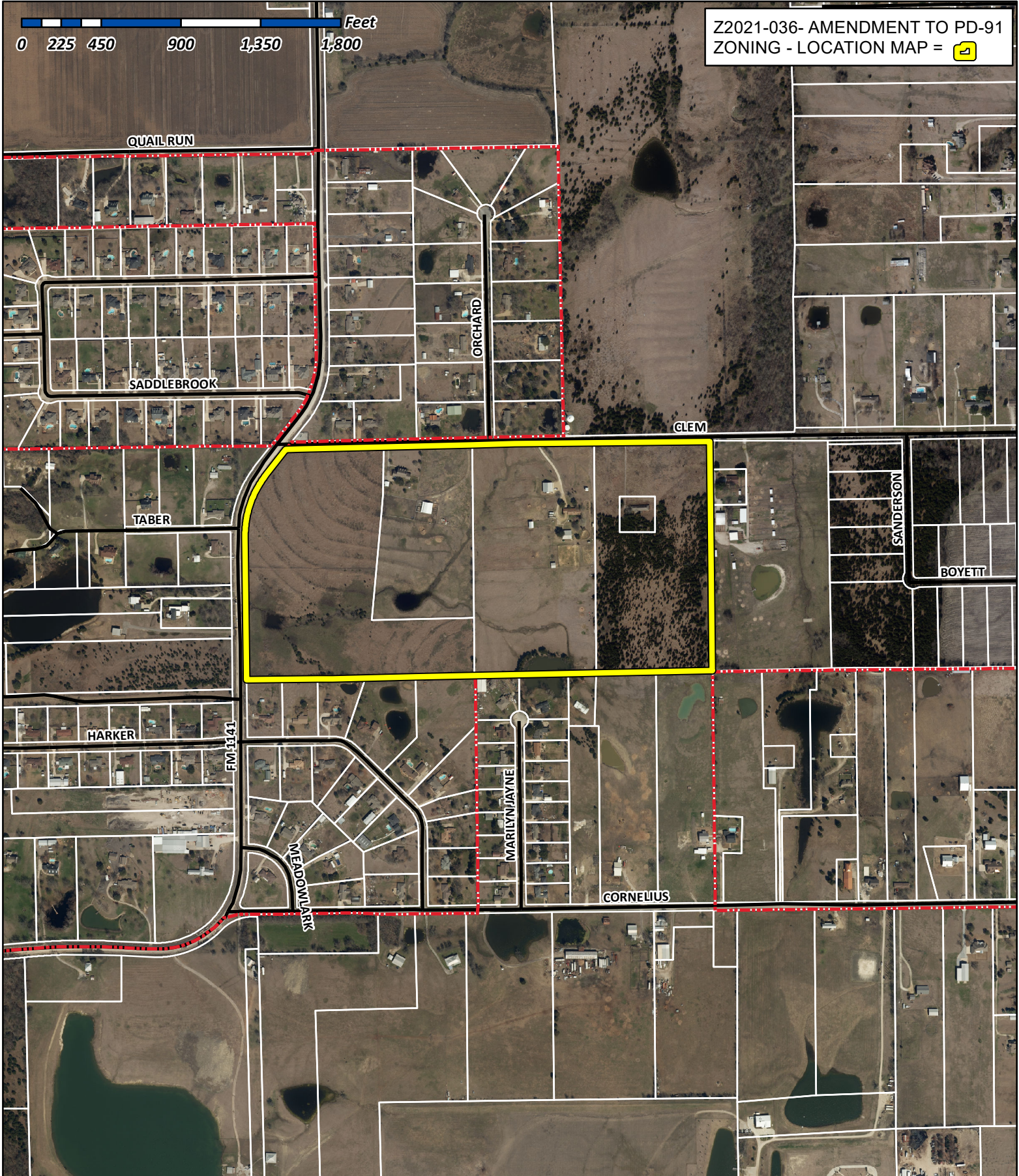
*Gordon C. Fogg*  
*Debra Barnes*

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



0 225 450 900 1,350 1,800 Feet

Z2021-036- AMENDMENT TO PD-91  
ZONING - LOCATION MAP = 



# City of Rockwall

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

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

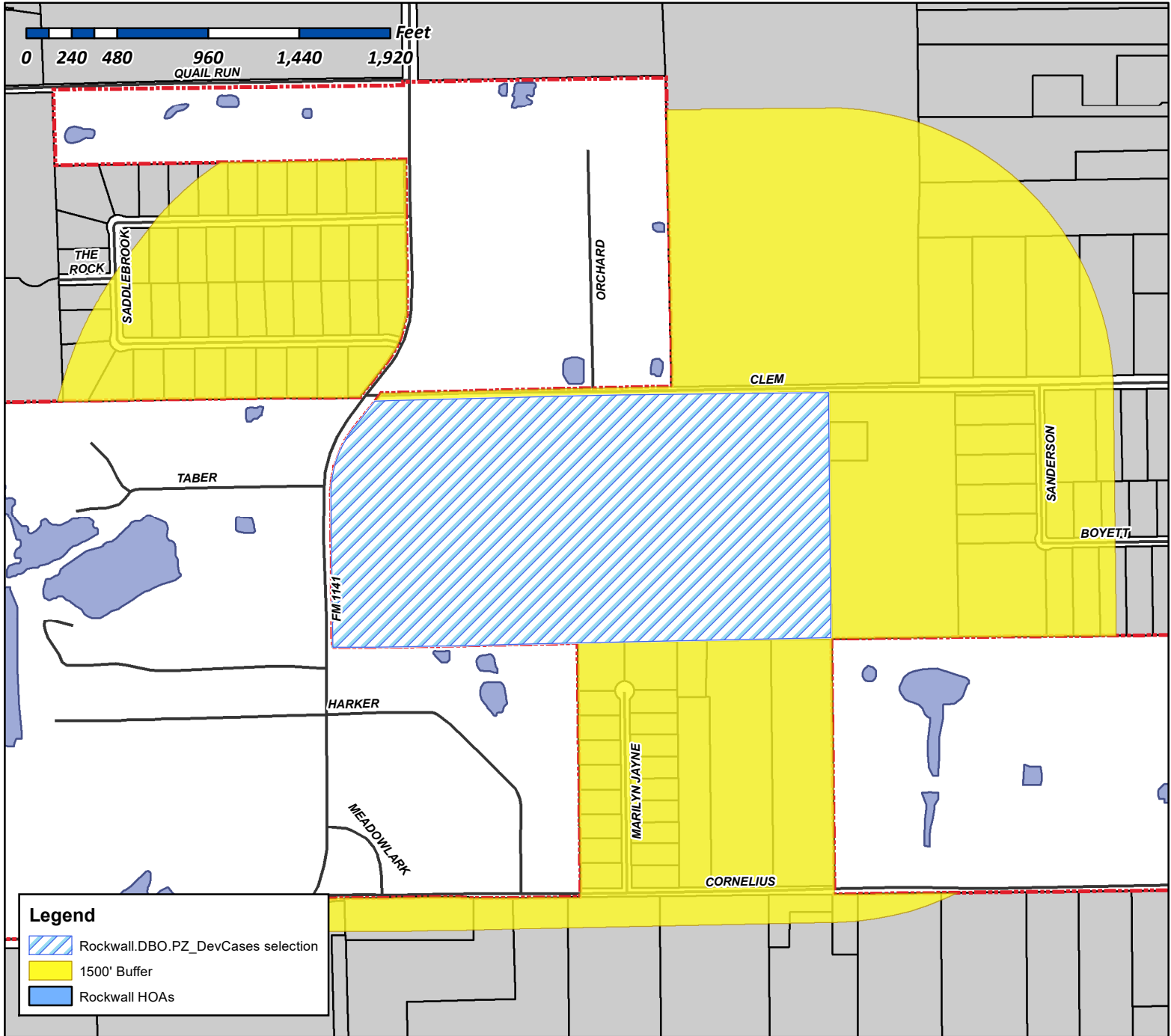




# City of Rockwall

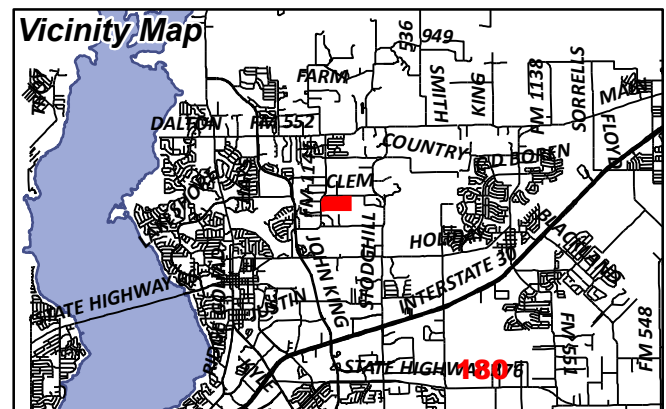
Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
(W): www.rockwall.com

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**Case Number:** Z2021-036  
**Case Name:** Amendment to PD-91  
**Case Type:** Zoning  
**Zoning:** Planned Development District 91 (PD-91)  
**Case Address:** Clem Road Off of FM 1147

**Date Created:** 9/29/2021  
 For Questions on this Case Call (972) 771-7745

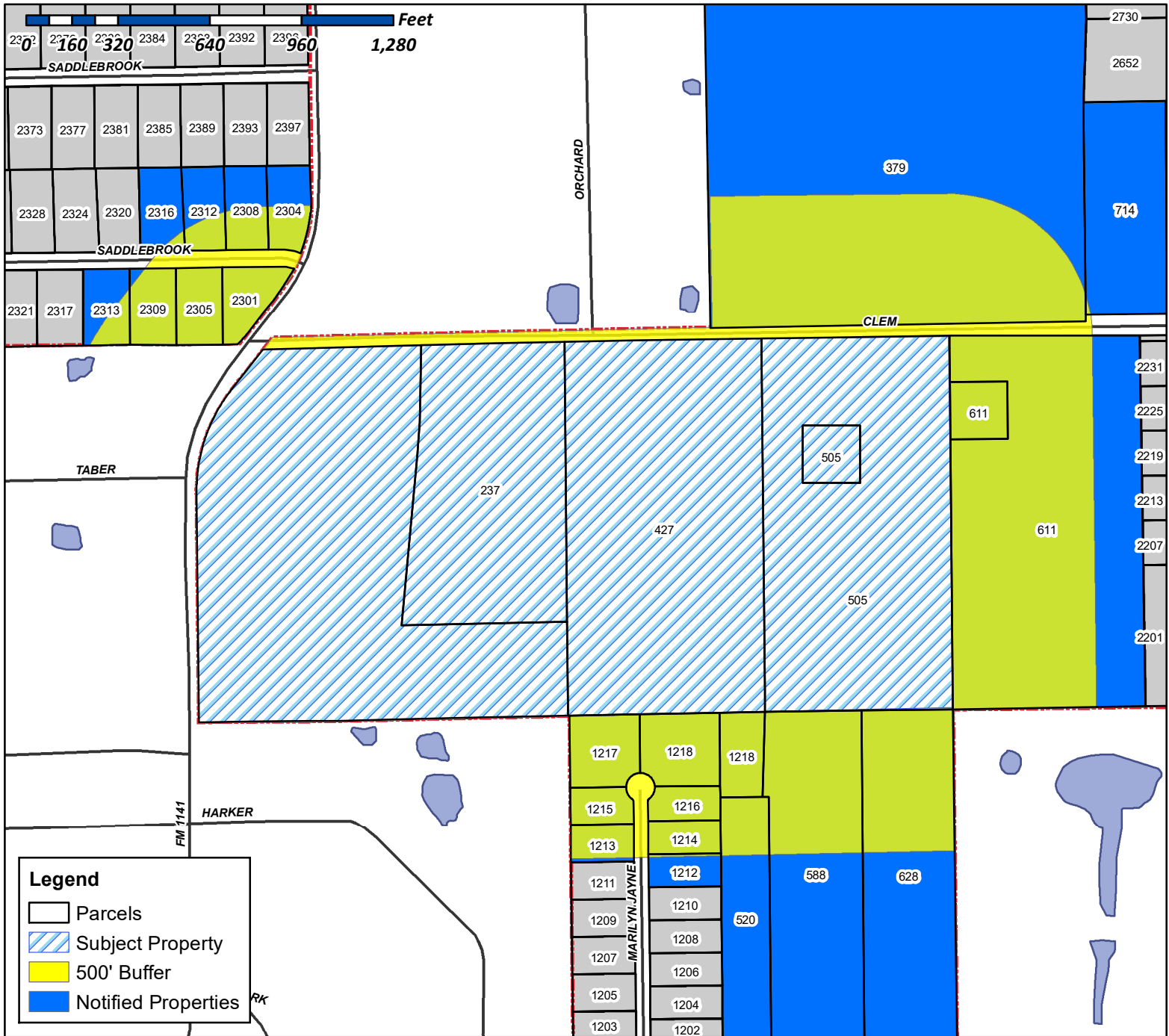




# City of Rockwall

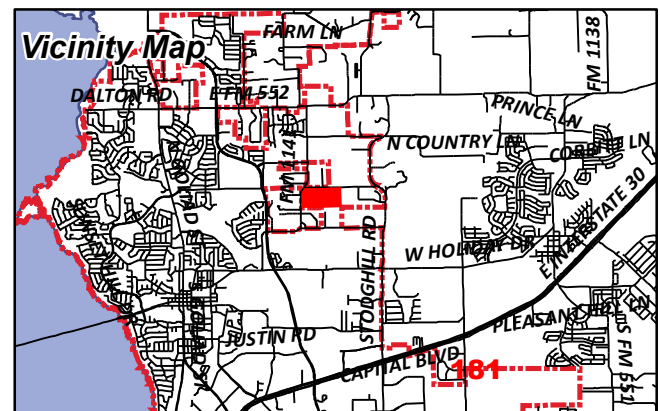
Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
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**Case Number:** Z2021-036  
**Case Name:** Amendment to PD-91  
**Case Type:** Zoning  
**Zoning:** Planned Development District 91 (PD-91)  
**Case Address:** Clem Road off of FM 1147

**Date Created:** 9/9/2021  
**For Questions on this Case Call (972) 771-7745**



PEOPLES DONNIE B  
1212 MARILYN JAYNELN  
ROCKWALL, TX 75087

BERGERHOUSE PHILLIP & KERRI  
1213 MARILYN JAYNE DR  
ROCKWALL, TX 75087

SOUTHALL MARK P & KATHY L  
1214 MARILYN JAYNE LN  
ROCKWALL, TX 75087

CONFIDENTIAL  
1215 MARILYN JAYNE DRIVE  
ROCKWALL, TX 75087

COUCH MITCHELL E AND PATRICIA M  
1216 MARILYN JAYNE DR  
ROCKWALL, TX 75087

KELLY JAMES B & DEA S  
1217 MARILYN JAYNE DR  
ROCKWALL, TX 75087

MENDOZA ROBERT E AND SANDRA J WILKINS  
1218 MARILYN JAYNE DR  
ROCKWALL, TX 75087

MCCALLUM CRAIG WILLIAM  
1983 N STODGHILL RD  
ROCKWALL, TX 75087

ERWIN KARL DANIEL EXECUTOR  
KARL W ERWIN ESTATE  
2030 CROSSWOOD LANE  
IRVING, TX 75063

CULP TERRI L  
2301 SADDLEBROOK LN  
ROCKWALL, TX 75087

MURPHEY HARVEY W & BETTY J  
2304 SADDLEBROOK LN  
ROCKWALL, TX 75087

OSBORNE AARON & BARBARA  
2305 SADDLEBROOK LANE  
ROCKWALL, TX 75087

CONFIDENTIAL  
2308 SADDLEBROOK LN  
ROCKWALL, TX 75087

JONES JAMES E  
2309 SADDLEBROOK LN  
ROCKWALL, TX 75087

SMITH WILLIAM CLEVE JR &  
EDITH LILLIAN  
2312 SADDLEBROOK LN  
ROCKWALL, TX 75087

ROMERO MARGARET ALLEN-  
2313 SADDLEBROOK LANE  
ROCKWALL, TX 75087

LLOYD DANIEL AND REBECCA R  
2316 SADDLEBROOK LANE  
ROCKWALL, TX 75087

M G & J K TAYLOR LIVING TRUST  
MARK G TAYLOR AND JESSICA K TAYLOR-  
TRUSTEES  
237 CLEM ROAD  
ROCKWALL, TX 75087

ROCKWALL RV PARK AND TINY HOME VILLAGE  
3094 COUNTY ROAD 1024  
FARMERSVILLE, TX 75442

ERWIN KARL DANIEL EXECUTOR  
KARL W ERWIN ESTATE  
379 N COUNTRY LN  
ROCKWALL, TX 75087

GRAVES BRYAN J AND LAUREN C  
406 MUNSON ST  
ROCKWALL, TX 75087

STEVENSON ALLEN G ET UX  
427 CLEM RD  
ROCKWALL, TX 75087

FOGG GORDON C  
505 CLEM RD  
ROCKWALL, TX 75087

GRAVES BRYAN J AND LAUREN C  
520 CORNELIUS RD  
ROCKWALL, TX 75087

ROCKWALL RV PARK AND TINY HOME VILLAGE  
588 CORNELIUS RD  
ROCKWALL, TX 75087

PEOPLES DONNIE B  
589 CORNELIUS RD  
ROCKWALL, TX 75087

MCCALLUM CRAIG WILLIAM  
611 CLEM RD  
ROCKWALL, TX 75087

LEE JAMES H AND BARBARA  
628 CORNELIUS RD  
ROCKWALL, TX 75087

CANAVAN JOHN P & RITA  
714 CLEM RD  
ROCKWALL, TX 75087

SOUTHALL MARK P & KATHY L  
P. O. BOX 2214  
ROCKWALL, TX 75087

FOGG GORDON C  
PO BOX 842  
ROCKWALL, TX 75087

# PUBLIC NOTICE



CITY OF ROCKWALL  
PLANNING AND ZONING DEPARTMENT  
PHONE: (972) 771-7745  
EMAIL: PLANNING@ROCKWALL.COM

**\*CORRECTED NOTICE\***

Property Owner and/or Resident of the City of Rockwall:

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

**Case No. Z2021-036: Amendment to PD-91 (Winding Creek)**

Hold a public hearing to discuss and consider a request by Adam Shiffer of the Skorburg Company on behalf of Gordon C. Fogg for the approval of a Zoning Change to amend Planned Development District 91 (PD-91) [Ordinance No. 21-36] to incorporate a 20.00-acre tract of land identified as Tracts 22-04 & 22-05 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 505 Clem Road, 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, September 28, 2021 at 6:00 PM, and the City Council will hold a public hearing on Monday, October 4, 2021 at 6:00 PM. 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:

**Henry Lee**  
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 Monday, October 4, 2021 at 4:00 PM 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 AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

--- PLEASE RETURN THE BELOW FORM ---

**Case No. Z2021-036: Amendment to PD-91 (Winding Creek)**

**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.

Name:

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



## Lee, Henry

---

**From:** Ruth Josey <ruthjs2k@yahoo.com>  
**Sent:** Sunday, August 29, 2021 8:10 AM  
**To:** Planning  
**Subject:** Fw: Case No. Z2021-036 Zoning Change AG to PD (Winding Creek)

I'm sorry. Perhaps this should have been addressed to Mr. Lee.

----- Forwarded Message -----

**From:** Ruth Josey  
**To:** planning@rockwall.com  
**Sent:** Sunday, August 29, 2021, 08:07:56 AM CDT  
**Subject:** Fw: Case No. Z2021-036 Zoning Change AG to PD (Winding Creek)

Hello Mr. Miller,

While I would prefer that our idyllic rural areas remain just that, I realize that we'll lose most of our AG land to developers. Not a problem. I'm sure they're now able to create all manner of delicious food out of synthetic materials. The complaint I'd like to register is the size of the proposed lots. The houses would all be on 1/3-acre lots. I feel that larger lots (more than 3/4 acre) are more in line with the community. I'm not looking forward to the traffic and noise that this will bring to the area and I hope you'll count me in as opposed to the builders' request.

That being said, I'm a bit confused by the paperwork with the development application. The first page involves Gordon Fogg at 505 Clem Road. However, in all of the rest of the paperwork, it shows this as a "buffer zone" and not part of the planned development. Are they also going to try to cram as many houses as they legally can onto the property at 505 Clem? Why is Rockwall even allowing 1/3 acre lots in rural areas of Rockwall? At least the developers at the other end of Clem Road have the decency to have large lot sizes. Are the developers of this new proposed development even going to widen Clem Road? If not, I truly hope that there will be no access into or egress from the development onto Clem Road.

Oh, and all of your paperwork after the second page lists the case address as "Clem Road and FM 1147". That's not the correct location. As far as I know, there's no Clem Road in Royse City, but that's where 1147 is.

Thank you for taking the time to read this.

Best regards,

Ruth Josey  
50 Orchard Ln.  
Rockwall, TX 75087

---

This email was scanned by Bitdefender

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# PUBLIC NOTICE



CITY OF ROCKWALL  
PLANNING AND ZONING DEPARTMENT  
PHONE: (972) 771-7745  
EMAIL: PLANNING@ROCKWALL.COM

Property Owner and/or Resident of the City of Rockwall:

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

**Case No. Z2021-036: Amendment to PD-91**

Hold a public hearing to discuss and consider a request by Adam Shiffer of the Skorburg Company on behalf of Gordon C. Fogg for the approval of a Zoning Change to amend Planned Development District 91 (PD-91) [Ordinance No. 21-36] to incorporate a 20.00-acre tract of land identified as Tracts 22-04 & 22-05 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 505 Clem Road, 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, September 14, 2021 at 6:00 PM, and the City Council will hold a public hearing on Monday, September 20, 2021 at 6:00 PM. 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:

**Henry Lee**  
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 Monday, September 20, 2021 at 4:00 PM 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 AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

----- PLEASE RETURN THE BELOW FORM -----

**Case No. Z2021-036: Amendment to PD-91**

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.

*It will change the character of the neighborhood, create much more traffic that cannot be supported by infrastructure, noise pollution safety issues and reduction in property values.*

Name: *Laura Cullen*

Address: *266 Clem Rd Rockwall TX 75087*

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

# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2021-036

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

Roads unable to support traffic. Against high density housing. Should be minimum 1 acre lots.

## Respondent Information

Please provide your information.

## First Name \*

Chetsaira

Last Name \*

Bunts

Address \*

5 Taber Ln

City \*

Rockwall

State \*

Tx

Zip Code \*

75087

Email Address \*

chetsaira@yahoo.com

Phone Number

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: \_\_\_\_\_

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

- I received a property owner notification in the mail.
- I read about the request on the City's website.
- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: \_\_\_\_\_

This content is neither created nor endorsed by Google.

Google Forms

# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2021-036

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

Both bridges are already having congestion. It is only going to get worse with the construction on the bridge on 30. Also there are so many houses already being built and that traffic will be added. I propose we hold off on voting on this till at least construction on the bridge is finished or we get another bridge across.

## Respondent Information

Please provide your information.

First Name \*

Emily

Last Name \*

Seymour

Address \*

112 Clydesdale Dr.

City \*

Fate

State \*

Texas

Zip Code \*

75087

Email Address \*

bemma692@yahoo.com

Phone Number

817-992-9466

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: \_\_\_\_\_

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

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- I read about the request on the City's website.
- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: \_\_\_\_\_

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Google Forms



# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2021-036

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

I don't want Fate/ Rockwall to turn into another suburb/ apartment complexes on the outskirts of DFW. A large part of the reason I moved here was because of the beauty of the county. If the county continues to add more dense housing, I will move.

## Respondent Information

Please provide your information.

### First Name \*

Hunter

Last Name \*

Seymour

Address \*

112 Clydesdale Drive

City \*

Fate

State \*

TX

Zip Code \*

75087

Email Address \*

hunterseymour21@yahoo.com

Phone Number

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: .....

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

- I received a property owner notification in the mail.
- I read about the request on the City's website.
- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: .....

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Google Forms

# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Case Z2021-036

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

I live on saddlebrook across from this proposal. I understand only 1 entrance/exit to development to 1141. The road curves there andnits dangerous. Also oppose due to overgrowth of our once quiet peaceful Rockwall.

## Respondent Information

Please provide your information.

First Name \*

Martha

Last Name \*

Griffey

Address \*

2325 Saddlebrook

City \*

Rockwall

State \*

TX

Zip Code \*

75087

Email Address \*

griffey4@sbcglobal.net

Phone Number

214-478-2068

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: \_\_\_\_\_

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

- I received a property owner notification in the mail.
- I read about the request on the City's website.
- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: \_\_\_\_\_

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# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2021-036

Please place a check mark on the appropriate line below: \*

- I am in favor of the request.
- I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

This area has already been given consideration and properly zoned to match other properties in the area at 1+ acre per lot. Additional high density housing detracts from those existing owners property values and increases traffic beyond what the current roads can safely handle. I am building in the Northgate community on Boyette off of Clem and Stodghill Rd and I object to additional high density housing in that area.

## Respondent Information

Please provide your information.

First Name \*

Richard

Last Name \*

Lakin

Address \*

788 Featherstone Drive

City \*

Rockwall

State \*

Texas

Zip Code \*

75087

Email Address \*

rjlakin@att.net



Phone Number

469-264-7448

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: Building a home on a 1 acre lot on 383 Boyette

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

- I received a property owner notification in the mail.
- I read about the request on the City's website.
- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: \_\_\_\_\_

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Google Forms

# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

P2021-035

Please place a check mark on the appropriate line below: \*

I am in favor of the request.



I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

How much congestion for downtown

## Respondent Information

Please provide your information.

## First Name \*

Robert

Last Name \*

Bravata

Address \*

512 Ridgeview

City \*

Rockwall

State \*

Texas

Zip Code \*

75087

Email Address \*

robertbravata@yahoo.com

Phone Number

972-977-3367

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: \_\_\_\_\_

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

- I received a property owner notification in the mail.
- I read about the request on the City's website.
- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: \_\_\_\_\_

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# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2021-36

Please place a check mark on the appropriate line below: \*

- I am in favor of the request.
- I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

We are too crowded already until infrastructure is enhanced.

## Respondent Information

Please provide your information.

### First Name \*

Susan

Last Name \*

Hays

Address \*

555 Line Rider Ct

City \*

Rockwall

State \*

TX

Zip Code \*

75087

Email Address \*

suehays@hotmail.com

Phone Number

469-223-3021

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: \_\_\_\_\_

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

- I received a property owner notification in the mail.
- I read about the request on the City's website.
- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: \_\_\_\_\_

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# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2021-036

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

Property in that area needs to remain large lots like the area is currently, 1 acre plus.

## Respondent Information

Please provide your information.

### First Name \*

Susan



Last Name \*

Lakin

Address \*

788 Featherstone Dr

City \*

Rockwall

State \*

Texas

Zip Code \*

75087

Email Address \*

slakin@att.net

Phone Number

469-264-7448

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: Building a home off of Clem Rd.

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

- I received a property owner notification in the mail.
- I read about the request on the City's website.
- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: \_\_\_\_\_

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# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2021-36

Please place a check mark on the appropriate line below: \*



I am in favor of the request.



I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

## Respondent Information

Please provide your information.

## First Name \*

Brad

Last Name \*

Compton

Address \*

3047 Longhorn Lane

City \*

Rockwall

State \*

Texas

Zip Code \*

75087

Email Address \*

brad\_compton@att.net

Phone Number

214-893-1599

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: \_\_\_\_\_

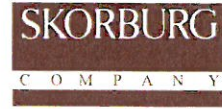
How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

- I received a property owner notification in the mail.
- I read about the request on the City's website.
- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: \_\_\_\_\_

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Skorburg Company  
8214 Westchester Dr., Ste. 900  
Dallas, TX 75225  
Phone: 214/522-4945  
Fax: 214/522-7244



August 20, 2021

City of Rockwall  
Attn: Henry Lee  
385 S Goliad St  
Rockwall, TX 75087

Dear Mr. Lee,

Skorburg Company is requesting that our Amendment to the Winding Creek PD-91 be taken to the September 14<sup>th</sup>, 2021 Planning and Zoning Meeting. This Amendment is for the development of an additional ± 20 acres directly adjacent to the existing Winding Creek eastern boundary in the William Dalton Survey, City of Rockwall, Rockwall County, at the southeast corner of F.M. 1141 and Clem Road.

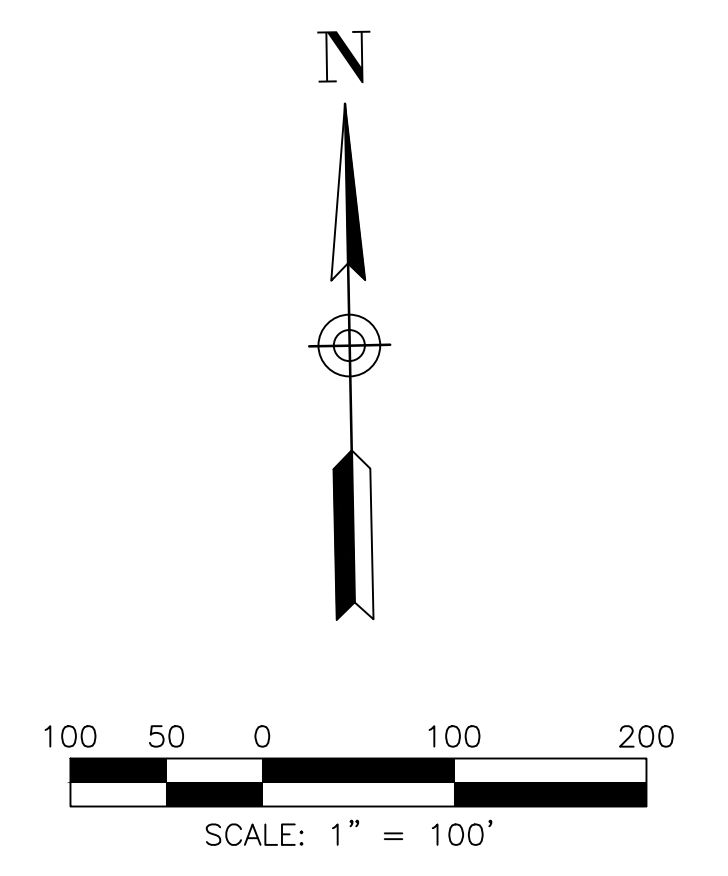
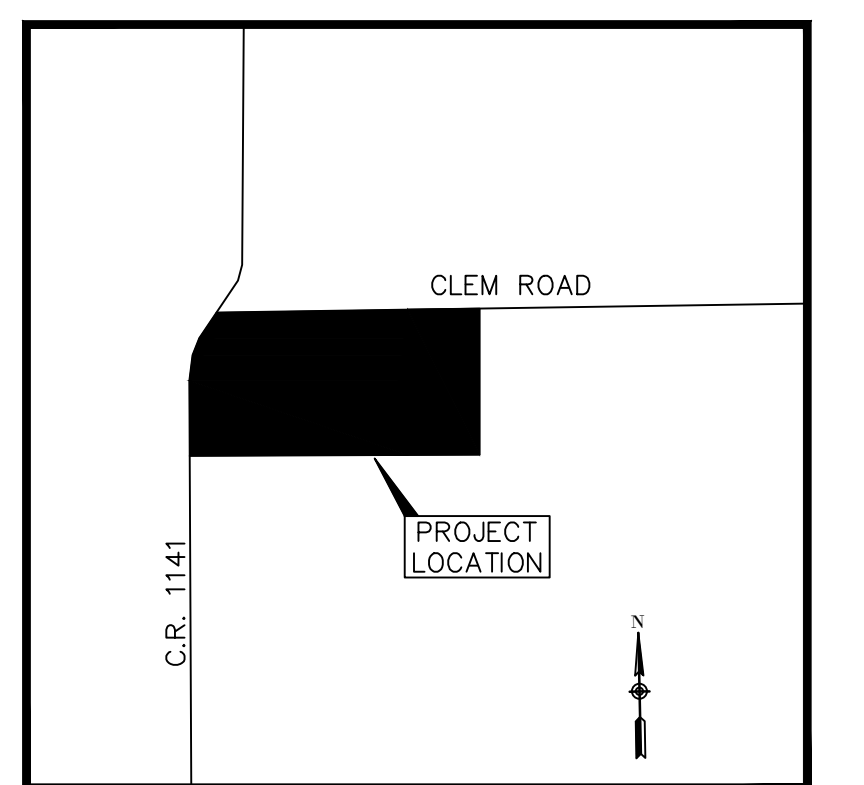
The property is currently zoned AG. We are proposing to include this tract as part of PD-91 for the development of an additional 34 Single-Family residential homes on 16,000 square foot lots. This community will feature high quality homes on large lots and add to the beautiful aesthetics of other high quality Skorburg communities like Stone Creek Estates, Breezy Hill Estates, and Gideon Grove.

We look forward to working with the City once again to maximize the quality and value of our Winding Creek development.

Cordially Yours,

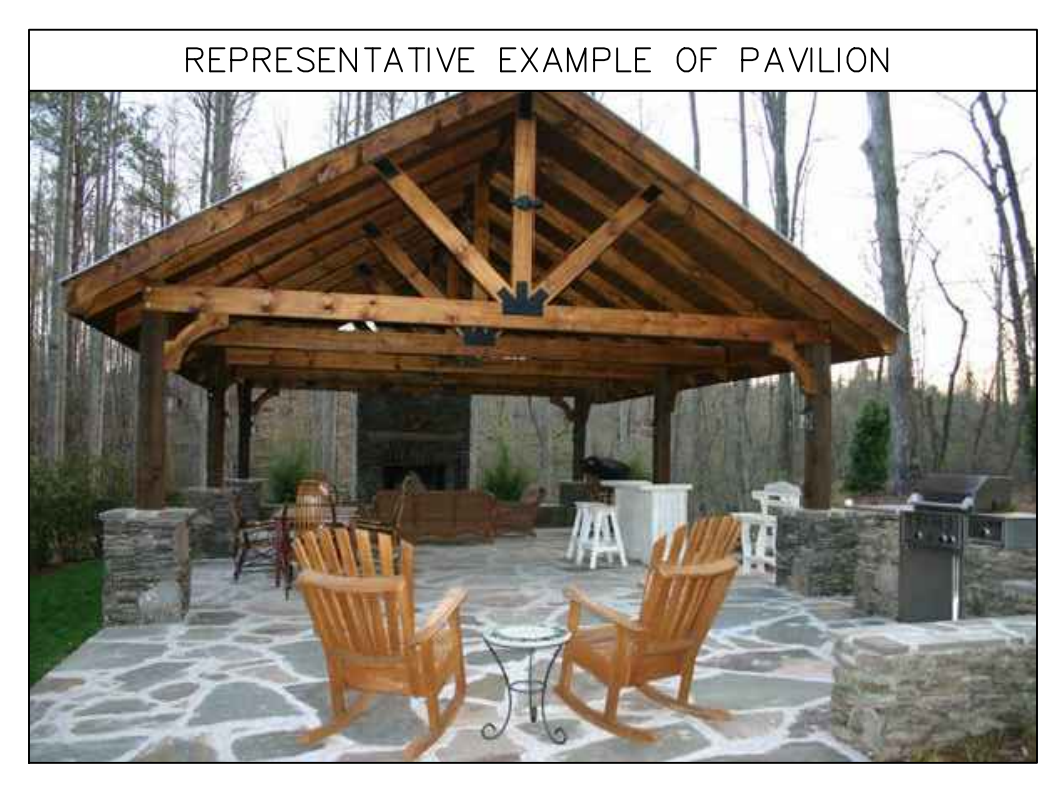
A handwritten signature in blue ink, appearing to read "Adam Shiffer".

Adam Shiffer  
Land Acquisition Associate



**LEGEND**

- 132 LOTS TOTAL  
Min. Width = 90'  
Min. Depth = 100'  
Min. Square Feet = 16,000
- HOA MAINTAINED OPEN SPACE



**HOA OPEN SPACE AREA TABLE**

HOA LOT	SF	AC
A	370696	8.51
B	244807	5.62
C	51836	1.19
D	22651	0.52
<b>TOTAL</b>		<b>15.84</b>

NOTE:  
THE MAXIMUM NUMBER OF RESIDENTIAL LOTS SHALL NOT EXCEED 132 LOTS.

ALL OPEN SPACE LOTS TO BE MAINTAINED BY THE PROPERTY OWNER/HOA.

TOTAL ACRES: 78.41  
 TOTAL OPEN SPACE: 15.84 (20.20%)  
 TOTAL RESIDENTIAL LOTS: 132  
 RESIDENTIAL DENSITY: 1.69

CONCEPT PLAN OF  
**WINDING CREEK**  
 SITUATED IN THE  
 WILLIAM DALTON SURVEY,  
 ABSTRACT NO. 72  
 IN THE  
 CITY OF ROCKWALL  
 ROCKWALL COUNTY, TEXAS  
 PREPARED BY  
**MACATEE ENGINEERING, LLC**  
 12655 N. CENTRAL EXPRESSWAY, SUITE 420  
 DALLAS, TEXAS 75243  
 214-373-1180  
 OWNER  
 FALCON PLACE SF. Ltd.  
 OWNER  
 GORDON C. FOGG  
 AUGUST 2021  
 SCALE: 1"=100'  
 CASE NO. Z

CITY OF ROCKWALL

ORDINANCE NO. 21-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE PLANNED DEVELOPMENT DISTRICT 91 (PD-91) [ORDINANCE NO. 21-17] AND THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO AMEND THE PLANNED DEVELOPMENT CONCEPT PLAN AND DEVELOPMENT STANDARDS APPROVED WITH ORDINANCE NO. 21-17, BEING A 78.412-ACRE TRACT OF LAND IDENTIFIED AS TRACT 17, 17-01, 22, 22-04, & 22-05 OF THE W. M. DALTON SURVEY, ABSTRACT NO. 72, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A' AND DEPICTED HEREIN BY EXHIBIT 'B'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request by Kevin Harrell of the Skorburg Co. on behalf of Gordon Fogg for the approval of an amendment to the *Planned Development Concept Plan* and *Development Standards* contained within Planned Development District 91 (PD-91) [Ordinance No. 21-17] being a 78.412-acre tract of land identified as Tracts 17, 17-01, 22, 22-04, & 22-05 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas and being more fully described in *Exhibit 'A'* and depicted in *Exhibit 'B'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that Planned Development District 91 (PD-91) [Ordinance No. 21-17] and the Unified Development Code [Ordinance No. 20-02] should be amended as follows:

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

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

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

**SECTION 3.** That development of the *Subject Property* shall generally be in accordance with the *Density and Development Standards*, outlined in *Exhibit 'D'* of this ordinance, attached



hereto and incorporated herein by reference as *Exhibit 'D'*, which is deemed hereby to be a condition of approval of the amended zoning classification for the *Subject Property*;

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

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

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

(g) *Final Plat*. Prior to the issuance of any building permits, a *Final Plat*, conforming to the *Preliminary Plat*, shall be submitted for approval.

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

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

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 18<sup>TH</sup> DAY OF OCTOBER, 2021.**

\_\_\_\_\_  
Kevin Fowler, *Mayor*

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: October 4, 2021

2<sup>nd</sup> Reading: October 18, 2021

**Exhibit 'A':**  
*Legal Description*

Tract 1 (+26.012-Acres)

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit 'A':**  
*Legal Description*

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

*Tract 2 (±12.0-Acres)*

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

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

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

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

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

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

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

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

*Tract 3 (+20.83-Acres)*

*BEING* a tract or parcel of Land situated in the William Dalton Survey, Abstract No. #72, Rockwall County, Texas, and being part of an 80 acre tract conveyed to E.L. Adams by T.H. Adams, by deed recorded in Volume 11, Page 475, Deed Records of Rockwall County, Texas, and being more particularly described as follows:

*BEGINNING* at an iron rod in a County Road and at the Northwest corner of the above-mentioned 80 acre tract;

*THENCE* North 89 deg. 50 min. 30 sec. East, a distance of 684.33 feet along said Country Road to an iron rod for a corner, said iron rod bears South 89 deg. 50 min. 30 sec. West, a distance of 661 .40 feet from the Northeast Corner of said 80 acre tract;

*THENCE* South 0 deg. 16 min. 03 sec. East, a distance of 1319.86 feet traversing said 80 acre tract to an

**Exhibit 'A':**  
*Legal Description*

iron rod for a corner;

*THENCE* South 89 deg. 22 min. 53 sec. West, a distance of 687.71 feet to an iron rod for a corner on the West line of said 80 acre tract and at the Northeast corner of Meadowview Ranch Estates, an addition to the County of Rockwall;

*THENCE* North 0 deg. 07 min. 17 sec. West, a distance of 1325.38 feet along the West line of said 80 acre tract to the Point of Beginning and containing 20.83 acres of land.

*Tract 4 (+19.57-Acres)*

Being a tract or parcel of land situated in the William Dalton Survey, Abstract No. 72. Rockwall County, Texas. and being part of an 80 acre tract conveyed to E.L Adams to T. H Adams and wife. SE Adams by Deed recorded in Volume 11, Page 475, Deed Records. Rockwall County, Texas. and being more particularly described as follows:

*BEGINNING* at an iron rod set for a corner on the Northeast corner of said 80 acre tract in a County Road;

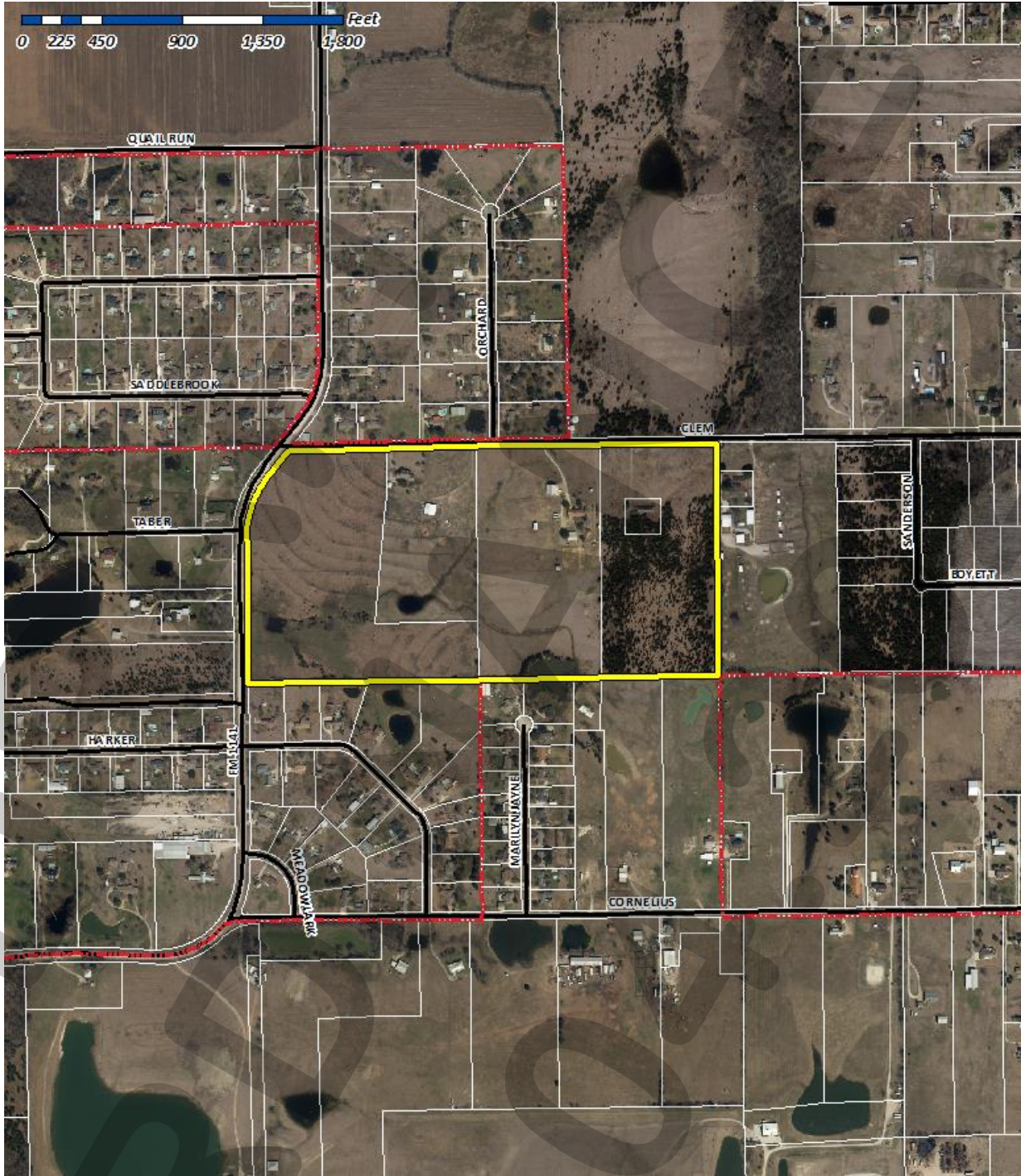
*THENCE* South 0 degrees 16 minutes 03 seconds East with a fence and the East line of said 80 acre tract a distance of 1314.55 feet to an iron rod found for corner:

*THENCE* South 39 degrees 22 minutes 33 seconds West with a fence a distance of 661.41 feet to an iron rod set for corner;

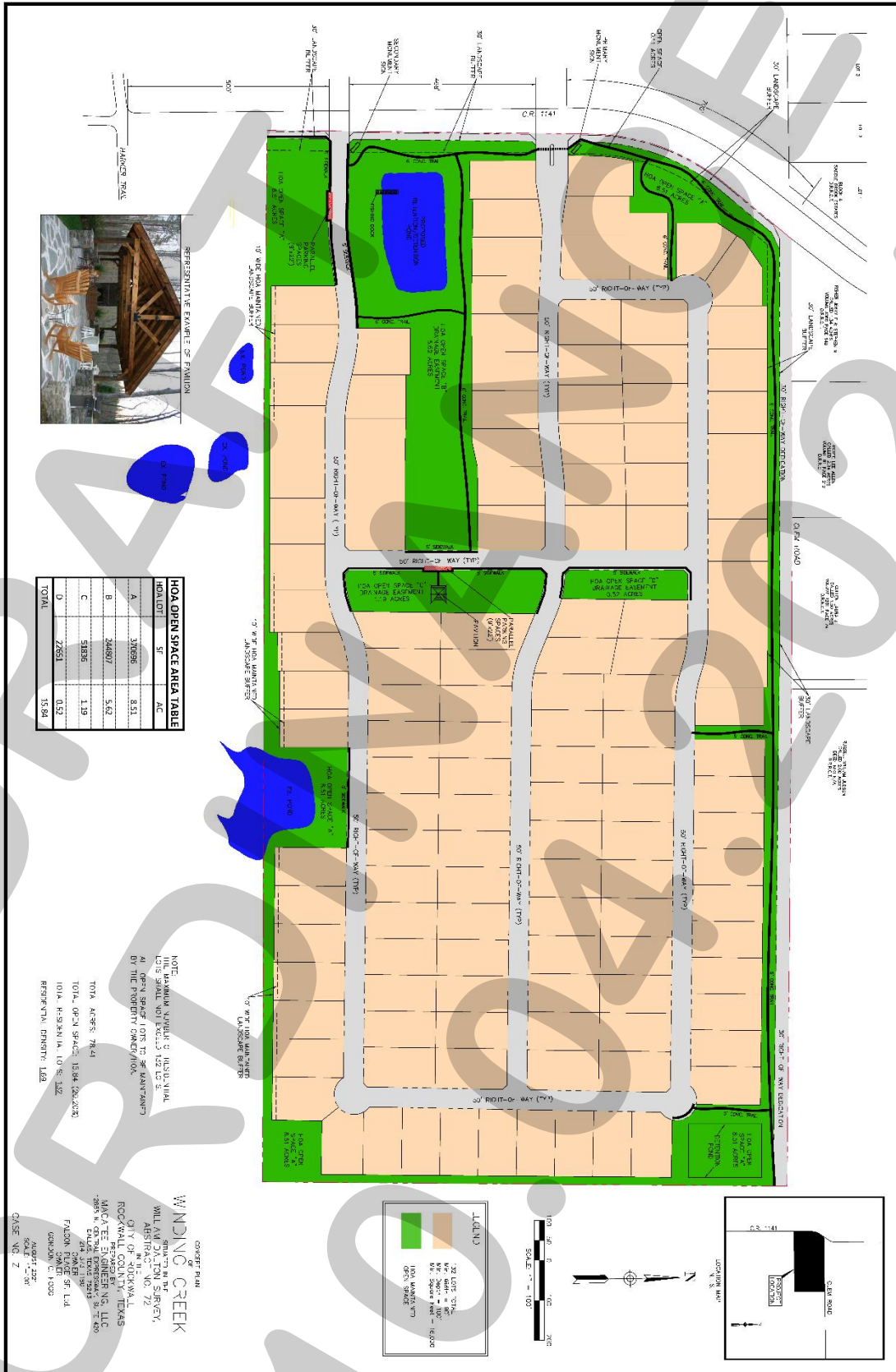
*THENCE* North 0 degrees 16 minutes 03 seconds West a distance of 1319.86 feet to an iron rod set for corner in a County Road;

*THENCE* North 89 degrees 50 minutes 30 seconds East with said County Road a distance of 661 .40 feet to the POINT OF BEGINNING and Containing 19.57 acres of land more or less.

Exhibit 'B':  
Location Map



# Exhibit 'C': Concept Plan



**Exhibit 'D':  
Density and Development Standards**

**Density and Development Standards.**

- (1) Permitted Uses. Unless specifically provided by this Planned Development District ordinance, only those uses permitted within the Single Family 16 (SF-16) District, as stipulated by the *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the Unified Development Code (UDC), are allowed on the *Subject Property*.
- (2) Lot Composition and Layout. The lot layout and composition shall generally conform to the *Concept Plan* depicted in *Exhibit 'C'* of this ordinance.
- (3) Density and Dimensional Requirements. Unless specifically provided by this Planned Development District ordinance, the development standards stipulated by the Single Family 16 (SF-16) District, as specified by Article 05, *District Development Standards*, of the Unified Development Code (UDC) are applicable to all development on the *Subject Property*. The maximum permissible density for the *Subject Property* shall not exceed 1.69 dwelling units per gross acre of land; however, in no case should the proposed development exceed 132 units. All lots shall conform to the standards depicted in *Table 2*, which are as follows:

Table 2: Lot Dimensional Requirements

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

General Notes:

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

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



**Exhibit 'D':**  
*Density and Development Standards*

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

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

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

*Figure 1. Examples of Enhanced Garage Door*



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

**Exhibit 'D':**  
*Density and Development Standards*

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

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

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

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

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

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



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



**Exhibit 'D':**  
*Density and Development Standards*

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

## Exhibit 'D':

### Density and Development Standards

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

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

**Exhibit 'D':**  
*Density and Development Standards*

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

- (12) Open Space. The development shall consist of a minimum of 20% open space (or a minimum of 15.682-acres -- as calculated by the formula stipulated in the *Comprehensive Plan*), and generally conform to the *Concept Plan* contained in *Exhibit 'C'* of this ordinance. All open space areas (including landscape buffers) shall be maintained by the Homeowner's Association (HOA).
- (13) Fishing Dock. Subject to the requirements of the *Engineering Standards of Design and Construction Manual* and approval from the Engineering Department, a fishing dock may be constructed generally in conformance with the location depicted in the *Concept Plan* in *Exhibit 'C'* of this ordinance. The fishing dock shall be constructed using composite materials (e.g. wood composite or synthetic wood where natural timber fibers are mixed with a high-tech plastic materials) to prevent rot or decay, and shall be maintained in a good/usable condition by the Homeowner's Association (HOA).
- (14) Pavilion. A commercial grade pavilion shall be constructed generally in the same location and in the same manner as the image depicted in the *Concept Plan* in *Exhibit 'C'* of this ordinance. The pavilion shall be maintained in a good/usable condition by the Homeowner's Association (HOA).
- (15) Trails. A concrete trail system shall be constructed in generally the same areas and of the same sizes as what is depicted in *Exhibit 'C'* of this ordinance.
- (16) Neighborhood Signage and Enhancements. Permanent subdivision identification signage shall be permitted at all major entry points for the proposed subdivision and shall generally conform to the signage depicted in *Figures 1 & 2 (below)*. Final design and location of any entry features shall be reviewed and approved with the *PD Site Plan*. The developer shall provide enhanced landscaping areas at all entry points to the *Subject Property*. The final design of these areas shall be provided on the *PD Site Plan*.

*See the Representative Signage on the Following Page.*

**Exhibit 'D':**  
*Density and Development Standards*

**Figure 1:** Representative Primary Entry Signage



**Figure 2:** Representative Secondary Entry Signage



- (17) Homeowner's Association (HOA). A Homeowner's Association shall be created to enforce the restrictions established in accordance with the requirements of *Section 38-15* of the *Subdivision Regulations* contained within the Municipal Code of Ordinances of the City of Rockwall. The HOA shall also maintain all private neighborhood parks, trails, open space and common areas (*including drainage facilities*), floodplain areas, irrigation, landscaping, screening fences and neighborhood signage associated with this development.

**Exhibit 'D':**  
*Density and Development Standards*

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

DRAFT  
ORDINANCE  
10.04.2021

# Rockwall

Central Appraisal District

September 7, 2021

CITY OF ROCKWALL  
MARY SMITH  
385 S GOLIAD  
ROCKWALL, TX 75087

Texas Property Tax Code Sec. 6.03(a): The Appraisal District is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section . . . To be eligible to serve on the board of directors, an individual . . . must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office.

Texas Property Tax Code Sec. 6.03(d): The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled.

Texas Property Tax Code Sec. 6.03(g): Each taxing unit . . . that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

Texas Property Tax Code Sec. 6.03(j): Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsection (g) . . . alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

Attached is a list reflecting each taxing unit's number of votes.

**Current Appointed Members are:**

Russell Summers  
Mark Moeller  
John Hohenshelt  
Lorne Liechty  
Vicki Wallace



## 2022 – 2023 Rockwall Central Appraisal District Board of Directors Election

Entity	Number of Votes
City of Dallas	0
City of Fate	80
City of Garland	0
City of Heath	145
City of McLendon-Chisholm	15
City of Rockwall	455
City of Rowlett	110
City of Royse City	90
City of Wylie	10
Rockwall ISD	2755
Royse City ISD	520
Rockwall County	815

**CITY OF ROCKWALL  
RESOLUTION NO. 20-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ROCKWALL, TEXAS, PROVIDING FOR SUBMISSION OF  
NAMES FOR BOARD MEMBER NOMINATIONS TO THE  
ROCKWALL CENTRAL APPRAISAL DISTRICT (CAD)  
BOARD OF DIRECTORS FOR 2022-2023; PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, Texas Property Code Sec. 6.03 (a) provides that a board of directors governs the central appraisal district (CAD); and

**WHEREAS**, state law requires board of director appointments to the Rockwall CAD Board every odd numbered year to take office in even numbered years; and

**WHEREAS**, eligible taxing units participate in the appointment process by nominating up to five candidates for service consideration and submitting those names to the chief appraiser by October 15; and

**WHEREAS**, the chief appraiser will then prepare a ballot of all nominees and deliver it to the presiding officer of the governing body of each of the taxing units for voting by October 30; and

**WHEREAS**, a taxing unit's entitlement is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taking unit entitled to vote, by multiplying the quotient by 1,000 and rounded to the nearest whole number; and

**WHEREAS**, according to the chart contained within the letter dated September 7, 2021 and mailed to the City of Rockwall by the appraisal district, the City of Rockwall will have 455 votes.

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

**Section 1.** the Rockwall City Council, as a result of the Executive Session held at its regular city council meeting on the 4<sup>th</sup> day of October, 2021 hereby nominates and instructs the City Manager to send for submission to the CAD the following individuals:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

**Section 2.** this Resolution shall become effective from and after its adoption and it is so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
ROCKWALL, TEXAS, THIS THE 4<sup>th</sup> DAY OF OCTOBER, 2021.**

**ATTEST:**

\_\_\_\_\_  
**Kevin Fowler, Mayor**

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



**City of Rockwall**  
*The New Horizon*

## MEMORANDUM

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**TO: Mayor and Councilmembers**

**FROM: City Council HOT Subcommittee  
Mary Smith, City Manager**

**DATE: October 1, 2021**

**SUBJECT: Hotel/Motel Funding Recommendation**

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The Hotel Occupancy Tax subcommittee comprised of Council members Daniels, Macalik and Campbell met to discuss funding requests for budget year 2021-22. The Council received a notebook including the organization's requests along with their required reporting for FY 2021 funded events. Attached is a summary of the requests with the previous year's allocations to the organizations. This summary also includes the subcommittee recommendations for funding. Generally, after a funding contract is executed with an organization the funding is released about 3 months in advance of the event in order to fund upfront costs.

### Revenues and Fund Balance

Staff continues to be conservative in the projection of revenues. At the end of FY 2021, a fund balance reserve of \$1,286,545 that includes the down payment for the Discovery statue of \$60,000. In June 2021, Council approved HOT funds of \$194,375 towards the statue creation downtown and left to pay is \$134,375 that is not included in fund balance. This remaining payment will be made as statue project progresses in FY 2022.

### Funding Levels

Funding requests for fiscal year 2022 totaled \$844,016, which is an increase from the 2021 funding awards. Several organizations that typically sponsor an event and request funds are still working through their internal planning processes and did not request funds by the deadline. We expect to see supplemental requests during the year. Each specific application was discussed and whether they met our stated purposes and the state statute's requirement for "heads in beds". The subcommittee's recommendations for funding are attached.

For FY 2022, the Chamber submitted event requests 1) Skate the Lake \$70,000 that was originally submitted in FY 2021 for Dec. 2021 event but given the size of this event, there was not sufficient time to prepare so it will be moved to FY 2022 and 2) Taste of Rockwall event \$19,000 was not funded and the Subcommittee agreed to provide this \$19,000 for Marketing Rockwall.

### Contract Language/Documentation

Each organization will continue to be required to provide documentation such as a log, guestbook, registration list, or other documentation that specifically notes attendees are spending the night in a hotel establishment.

The Subcommittee and Staff will be available at the Council meeting to answer any questions.

## Hotel Occupancy Tax Funding Requests for FY 2022

	2020 Actual	2021 Budget	2022 Request	2022 Event	Council Subcommittee Recommendation
<b>Tourism</b>					
Aspasians	,000 Paid Cancel Spring event	2,000	3,000	Market Place (April & Oct)	3,000
Boys & Girls Club	\$20,000 Paid virtual event	7,000	20,000	Rubber Duck Regatta	7,000
Chamber of Commerce	128,455	197,385	301,794	CVB function	301,794
Children's Advocacy Center			15,000	Go Blue for Kids Gala	2,000
Downtown Association	25,000	30,000	44,800	Christmas/Scare on Square/Media	35,000
Friends of the Library	comp space	comp space	2,000	Christmas Luncheon	comp
Helping Hands	10,000	11,500	20,000	Festival of Trees	11,500
Juvenile Prob Chiefs	30,000		-	Conference	-
Kiwanis		12,000	12,000	Tri-Rock Triathlon	12,000
Lone Star CASA	11,500 Paid & cancelled event	11,500	13,500	Car Show	11,000
Meals on Wheels	5,000		15,000	Gala	13,000
RHS Robotics	12,500		-	Tournament of Robots	-
Rockwall Prof Fire Fighters		66,340	-	Conference	-
Sideways BBQ	7,500		-	Salute to Vets	-
Soroptimist			11,100	Casino Night	5,000
Texas K-9 Conference		13,600	-	Conference	-
TrendHR	\$2,000 Paid - cancelled event		-	Conference	-
SubTotal	257,955	351,325	458,194		401,294
<b>Cultural</b>					
Art League	3,000	4,000	5,000	Fine Art Show	4,000
Community Playhouse	\$7,000 Paid Spring events cancelled	7,000	13,325	Theatre Productions	7,000
Music Fest	event cancelled	\$10,000 paid event cancelled	16,000	Patriotic Concert	-
Summer Musicals	\$10,000 Paid - event cancelled		-	Musical Productions	-
SubTotal	17,000	17,000	34,325		11,000
<b>Historical</b>					
Historical Foundation		9,335	500	Advertising and promo	500
		-	11,570	Program Manager	11,570
	32,470	6,000	5,927	Restoration/maintenance/preservation	5,927
SubTotal	32,470	15,335	17,997		17,997
<b>City</b>					
Main Street	14,004	23,500	16,000	Downtown concerts	16,000
Main Street	12,904.25	17,400	17,500	Advertising	17,500
Concerts by the Lake	28,806.53	49,700	57,000	Concerts	57,000
Founders Day	\$11,177.65 Cancelled	185,250	200,000	Concerts	200,000
Memorial Day	Cancelled	7,000	7,000	Concert	7,000
Rib Rub	21,048.45	28,300	36,000	BBQ contest and 5K	36,000
SubTotal	87,940.88	311,150	333,500		333,500
<b>Totals</b>	<b>395,365.88</b>	<b>694,810</b>	<b>844,016</b>		<b>763,791</b>

### Fund Summary

<b>Fund Balance 10-01-21</b>	<b>1,286,545</b>	
<b>Projected Revenue FY22</b>		
<b>Hotel Taxes</b>	<b>975,000</b>	
<b>Less Cultural</b>		<b>11,000</b>
<b>Less City Events</b>		<b>333,500</b>
<b>Less Tourism/Historical</b>		<b>419,291</b>
<b>Sub Total</b>		<b>763,791</b>
<b>Fund Balance 09-30-22</b>		<b>1,497,754</b>



## MEMORANDUM

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**TO:** Mary Smith, City Manager

**CC:** Honorable Mayor and City Council

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

**DATE:** October 4, 2021

**SUBJECT:** RESOLUTION OF SUPPORT - 'TRIP '21' COUNTY BOND INITIATIVE

---

### Attachments

Resolution of Support

### Summary/Background Information

Mayor Fowler will lead discussion of this item at the Oct. 4, 2021 city council meeting.

### Action Needed

Approval is at Council's discretion.

**CITY OF ROCKWALL  
RESOLUTION NO. 20-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ROCKWALL, TEXAS, SUPPORTING THE ROCKWALL COUNTY  
TRANSPORTATION ROAD IMPROVEMENT (BOND) PROGRAM  
("TRIP '21"); PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rockwall seeks to continue to support partnerships and initiatives that will improve roads and facilities within Rockwall County; and

**WHEREAS**, the Rockwall County Commissioner's Court has voted to place a proposition measure on the November 2, 2021 election ballot for voters to consider a \$150 million transportation bond program; and

**WHEREAS**, the City of Rockwall recognizes the need for a leveraging tool to attract TXDOT and Regional Transportation Council monies to Rockwall County; and

**WHEREAS**, the City of Rockwall recognizes the safety and economic benefits expanded and improved roadways bring to Rockwall County communities; and

**WHEREAS**, Rockwall County is the sixth fastest growing county in the nation; and

**WHEREAS**, Rockwall County grew by 44.6% between 2010 and 2020; and

**WHEREAS**, Rockwall County's annual growth has averaged 12% since 2015; and

**WHEREAS**, Rockwall County's 2008 transportation bond program did not impact taxes; and

**WHEREAS**, to date, Rockwall County Commissioners, working with federal and state partners, have utilized the voter-approved proceeds from the 2004 and 2008 road bond programs (totaling \$117 million), to fund and construct more than \$1 billion in roadway projects throughout the county that improve the quality of life of every resident.

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

That we fully support and endorse this transportation road bond initiative and encourage all citizens in Rockwall County to vote 'yes' for Proposition A on the November 2, 2021 election ballot.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL,  
TEXAS, THIS 4<sup>th</sup> DAY OF OCTOBER, 2021.**

**ATTEST:**

\_\_\_\_\_  
**Kevin Fowler, Mayor**

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



## MEMORANDUM

---

**TO:** Mary Smith, City Manager  
**CC:** Honorable Mayor and City Council  
**FROM:**  
**DATE:** October 4, 2021  
**SUBJECT:**

---

Attachments  
Building Inspections - August 2021 Report  
Summary/Background Information

Action Needed





City of Rockwall  
*The New Horizon*

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# Building Inspections Department Monthly Report

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August 2021

## Permits

<b>Total Permits Issued:</b>	<b>305</b>
Building Permits:	12
Contractor Permits:	293
<b>Total Commercial Permit Values:</b>	<b>\$6,271,785.00</b>
Building Permits:	\$2,650,000.00
Contractor Permits:	\$3,621,785.00
<b>Total Fees Collected:</b>	<b>\$353,601.69</b>
Building Permits:	\$133,353.43
Contractor Permits:	\$220,248.26

## Board of Adjustment

Board of Adjustment Cases: 0

9/2/2021  
2:56:56PM

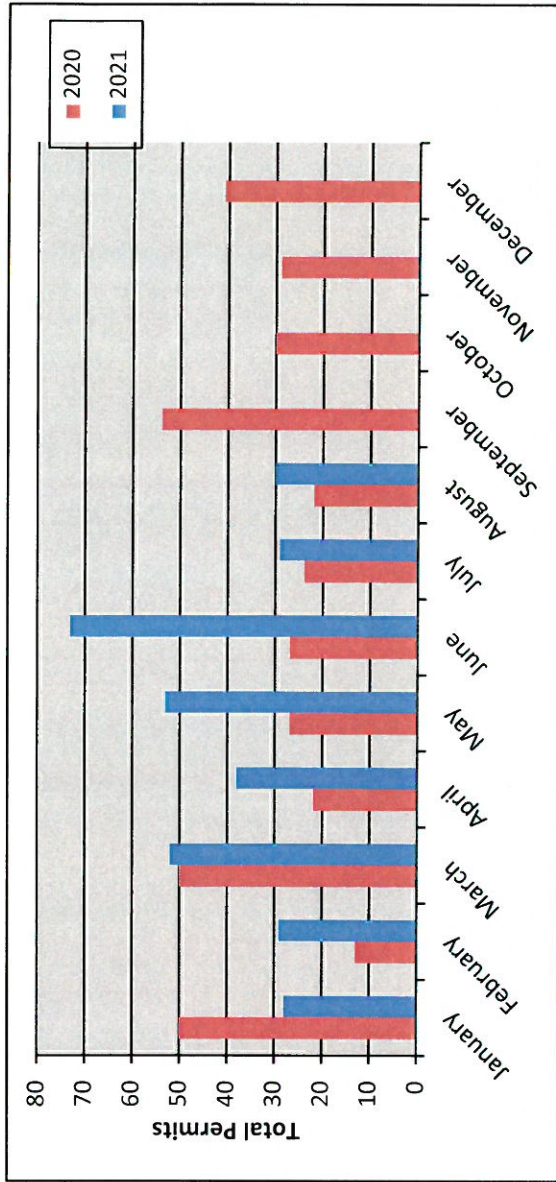
City of Rockwall  
PERMITS ISSUED - Summary by Type and Subtype  
For the Period 8/1/2021 to 8/31/2021

Type/Subtype	# of Permits Issued	Valuation of Work	Fees Charged
Commercial Building Permit	62	\$6,271,785.00	\$142,000.00
Cell Tower Permit	1	25,000.00	\$410.81
Certificate of Occupancy	20		\$1,516.50
Concrete Permit	2	15,000.00	\$321.82
Electrical Permit	6	987,451.00	\$809.67
Fence Permit	1		\$51.00
Mechanical Permit	1	17,200.00	\$310.85
New Construction	2	2,650,000.00	\$121,260.82
Plumbing Permit	5	10,100.00	\$467.99
Remodel	9	2,498,966.00	\$14,939.54
Roofing Permit	1		\$76.50
Sign Permit	13	68,068.00	\$1,759.50
Temporary Certificate of Occupancy	1		\$75.00
Residential Building Permit	243		\$211,601.69
Accessory Building Permit	4		\$309.79
Addition	1		\$591.15
Concrete Permit	6		\$1,076.10
Deck Permit	2		\$102.00
Demolition	1		\$51.00
Electrical Permit	10		\$1,173.00
Fence Permit	44		\$2,240.00
Fire pit/Fireplace	1		\$50.00
Irrigation Permit	13		\$991.50
Mechanical Permit	20		\$2,238.50
New Construction	2		\$10,869.35
New Single Family Residential	28		\$175,494.55
Patio Cover/Pergola	9		\$979.20
Plumbing Permit	34		\$2,751.00
Pool	12		\$1,824.00
Remodel	9		\$5,464.29
Retaining Wall Permit	2		\$102.00
Roofing Permit	19		\$1,452.00
Solar Panel Permit	9		\$2,805.94
Takeline - Boat House	3		\$322.32
Takeline - Seawall	5		\$255.00
Window & Door Permit	9		\$459.00
<b>Totals:</b>	<b>305</b>		<b>\$353,601.69</b>

## New Residential Permits

## Calendar Year

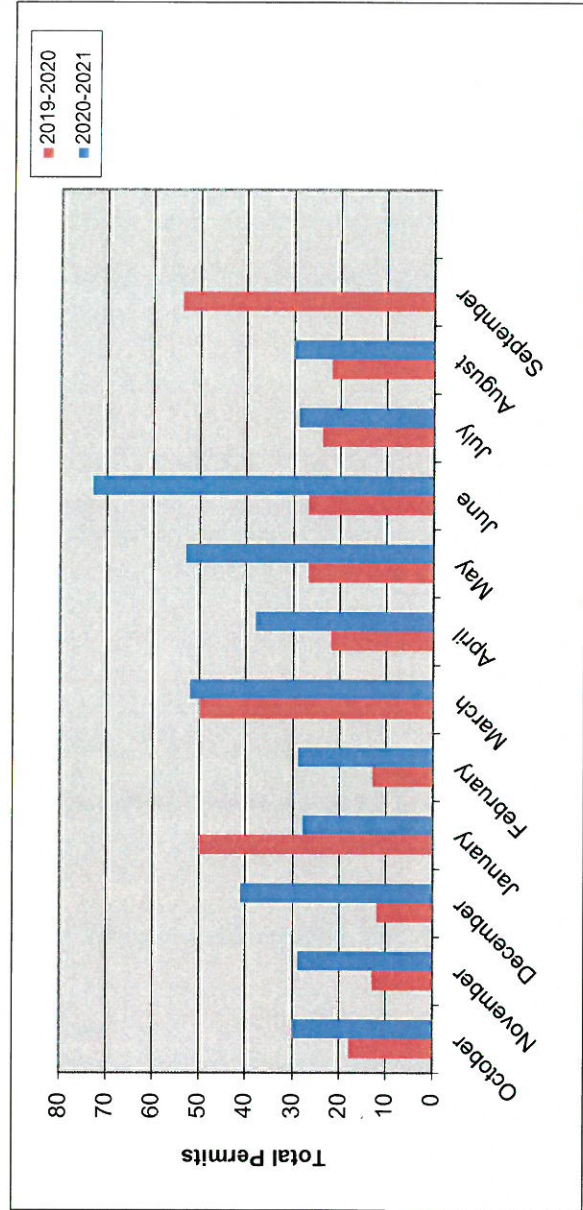
	Year	
	2020	2021
January	50	28
February	13	29
March	50	52
April	22	38
May	27	53
June	27	73
July	24	29
August	22	30
September	54	
October	30	
November	29	
December	41	
<b>Totals</b>	<b>389</b>	<b>332</b>



## New Residential Permits

## Fiscal Year

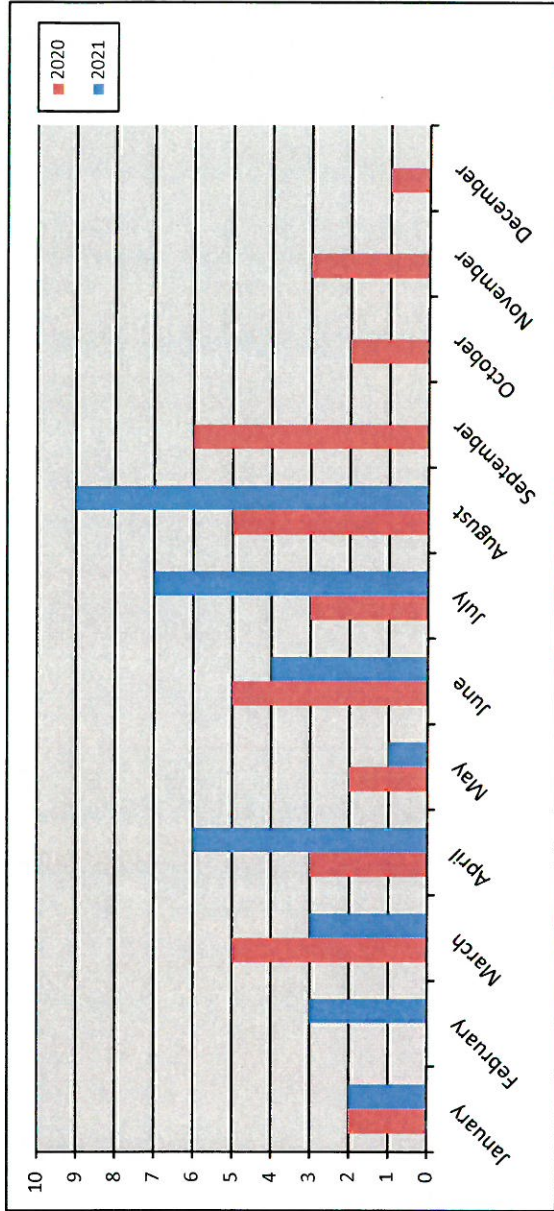
	Year	
	2019-2020	2020-2021
October	18	30
November	13	29
December	12	41
January	50	28
February	13	29
March	50	52
April	22	38
May	27	53
June	27	73
July	24	29
August	22	30
September	54	
<b>Totals</b>	<b>332</b>	<b>332</b>



## Residential Remodel Permits

## Calendar Year

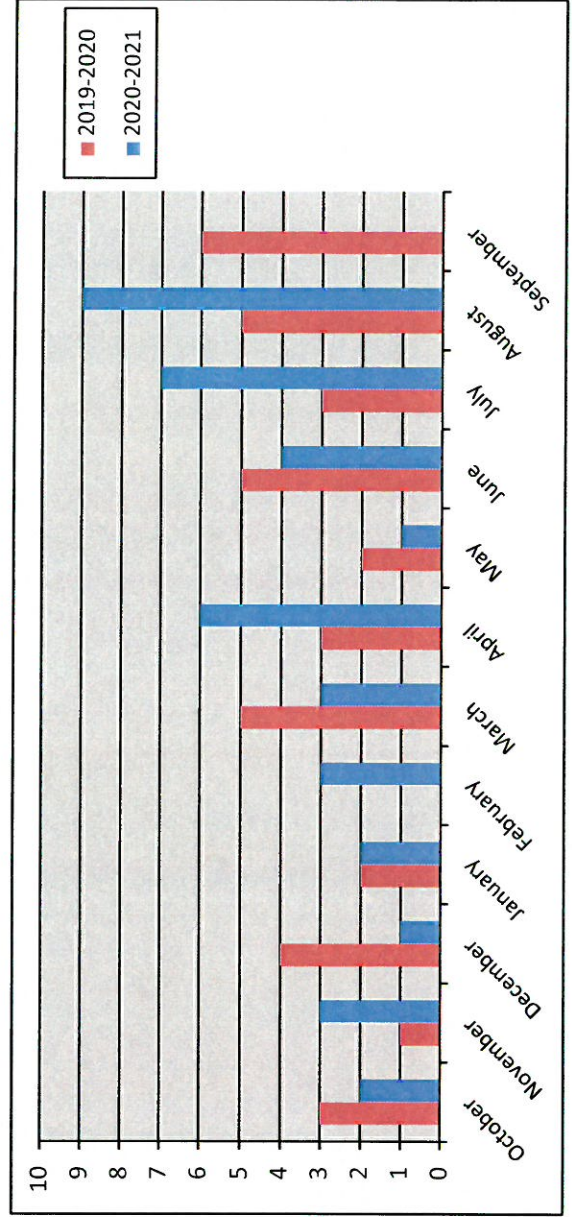
	Year	
	2020	2021
January	2	2
February	0	3
March	5	3
April	3	6
May	2	1
June	5	4
July	3	7
August	5	9
September	6	
October	2	
November	3	
December	1	
<b>Totals</b>	<b>37</b>	<b>35</b>



## Residential Remodel Permits

## Fiscal Year

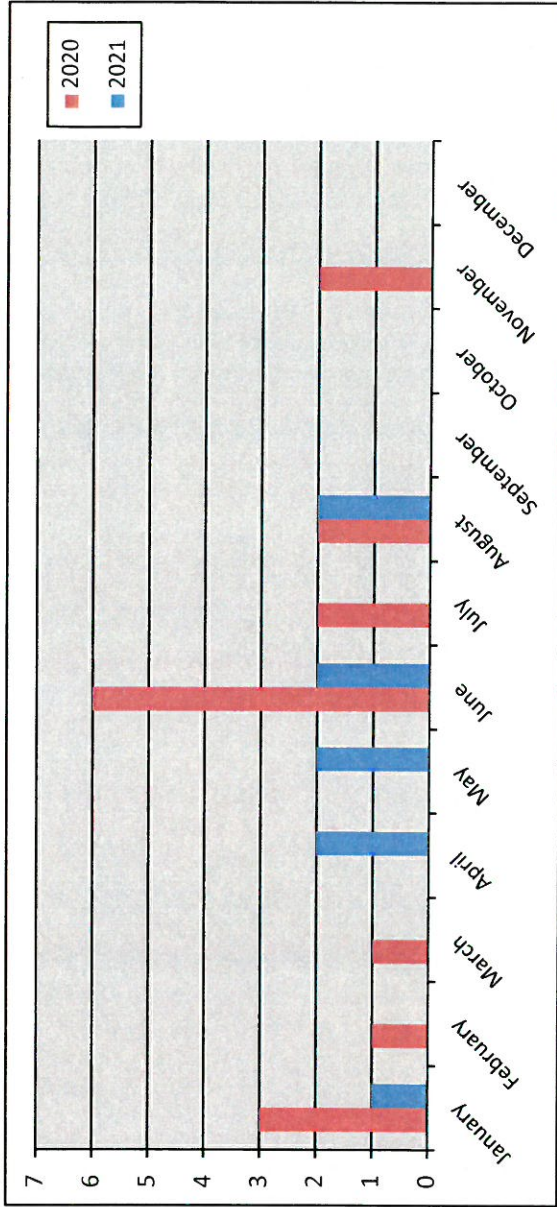
	Year	
	2019-2020	2020-2021
October	3	2
November	1	3
December	4	1
January	2	2
February	0	3
March	5	3
April	3	6
May	2	1
June	5	4
July	3	7
August	5	9
September	6	
<b>Totals</b>	<b>39</b>	<b>41</b>



## New Commercial Permits

## Calendar Year

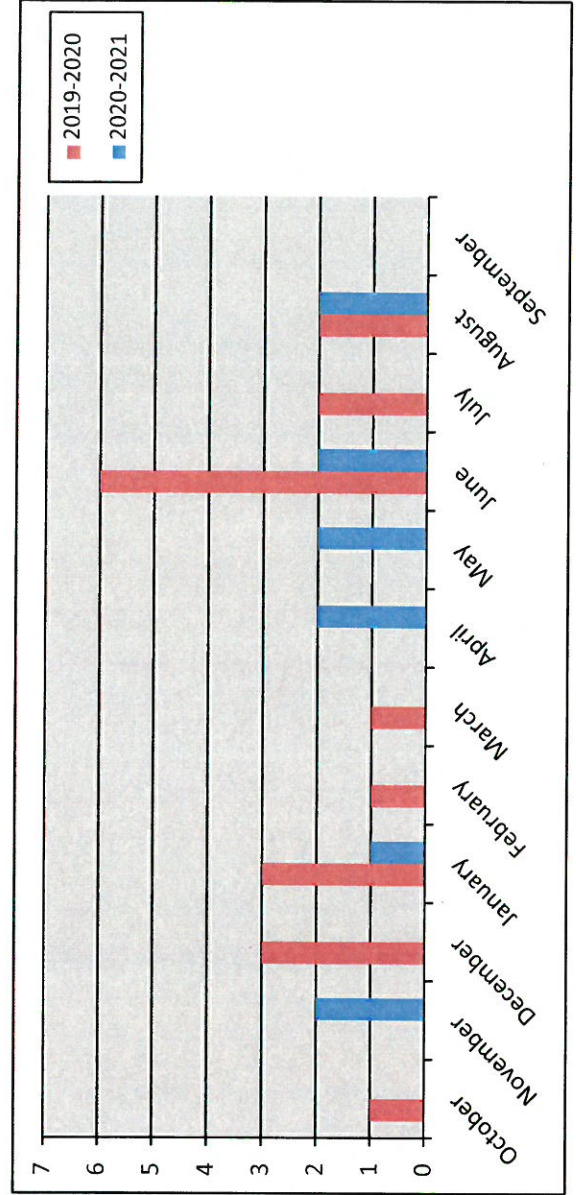
	Year	
	2020	2021
January	3	1
February	1	0
March	1	0
April	0	2
May	0	2
June	6	2
July	2	0
August	2	2
September	0	
October	0	
November	2	
December	0	
<b>Totals</b>	<b>17</b>	<b>9</b>



## New Commercial Permits

## Fiscal Year

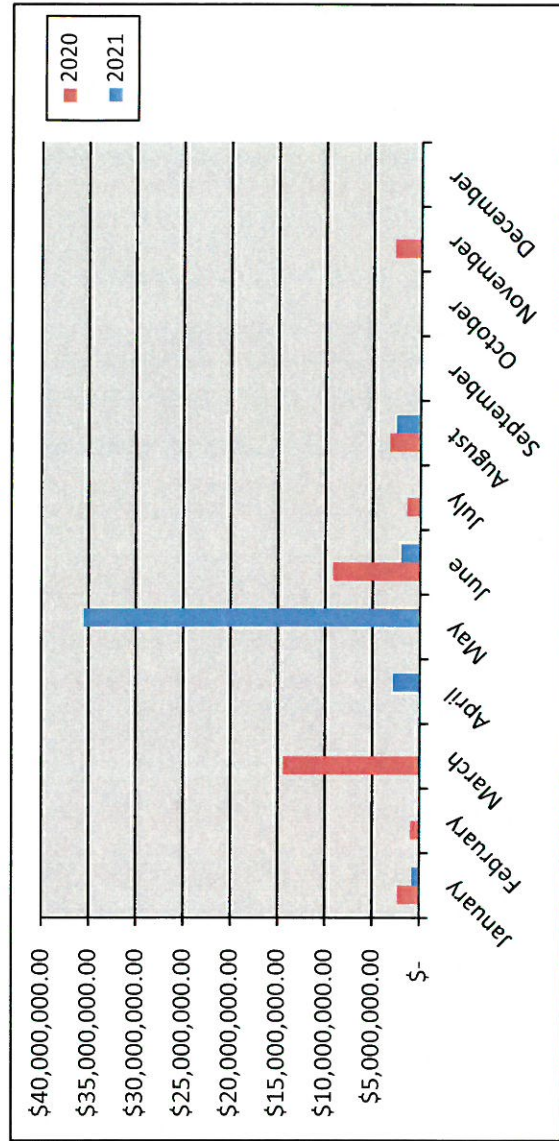
	Year	
	2019-2020	2020-2021
October	1	0
November	0	2
December	3	0
January	3	1
February	1	0
March	1	0
April	0	2
May	0	2
June	6	2
July	2	0
August	2	2
September	0	
<b>Totals</b>	<b>19</b>	<b>11</b>



**New Commercial Value**

**Calendar Year**

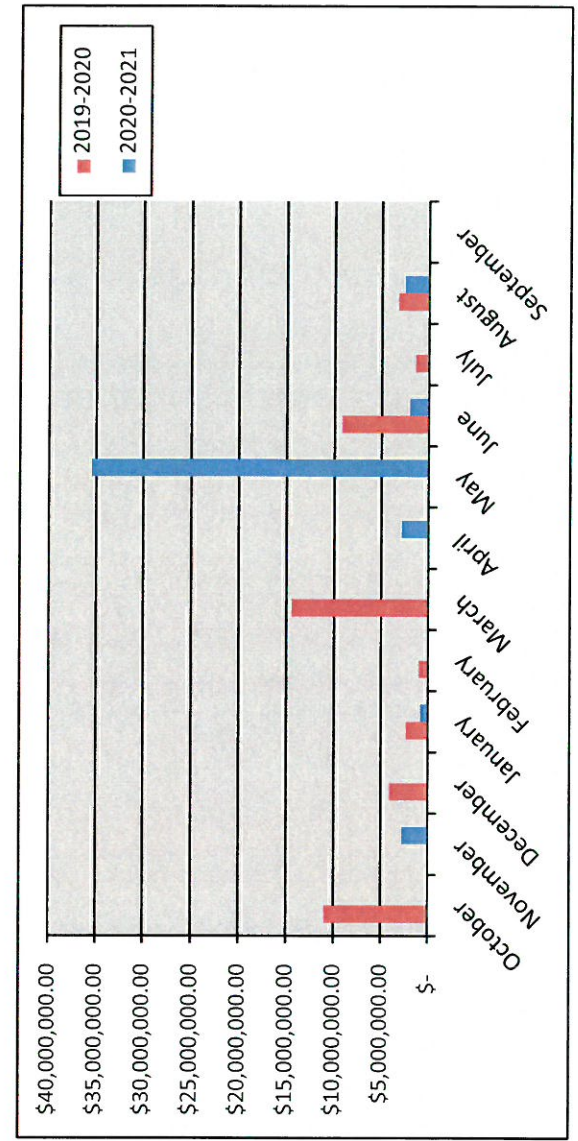
	Year	
	2020	2021
January	\$ 2,375,000.00	\$ 885,000.00
February	\$ 995,000.00	\$ -
March	\$ 14,500,000.00	\$ -
April	\$ -	\$ 2,900,000.00
May	\$ 9,244,001.00	\$ 35,500,000.00
June	\$ 1,445,000.00	\$ 2,080,000.00
July	\$ 3,284,065.00	\$ -
August	\$ -	\$ 2,650,000.00
September	\$ -	\$ -
October	\$ 2,800,000.00	\$ -
November	\$ -	\$ -
December	\$ -	\$ -
<b>Totals</b>	<b>\$ 34,643,066.00</b>	<b>\$ 44,015,000.00</b>



**New Commercial Value**

**Fiscal Year**

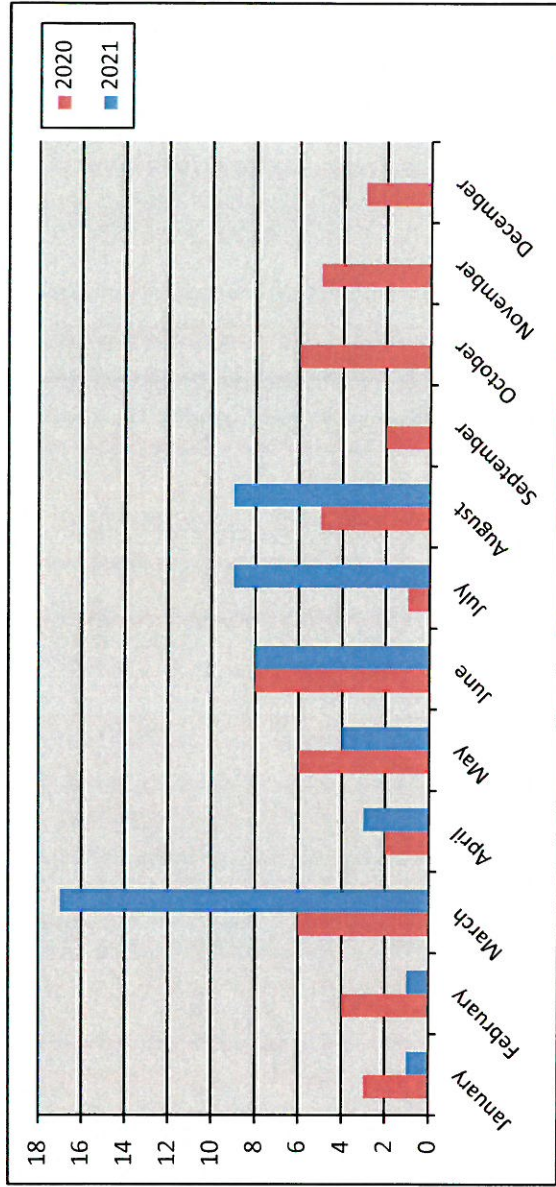
	Year	
	2019-2020	2020-2021
October	\$ 11,000,000.00	\$ -
November	\$ -	\$ 2,800,000.00
December	\$ 4,100,000.00	\$ -
January	\$ 2,375,000.00	\$ 885,000.00
February	\$ 995,000.00	\$ -
March	\$ 14,500,000.00	\$ -
April	\$ -	\$ 2,900,000.00
May	\$ 9,244,001.00	\$ 35,500,000.00
June	\$ 1,445,000.00	\$ 2,080,000.00
July	\$ 3,284,065.00	\$ -
August	\$ -	\$ 2,650,000.00
September	\$ -	\$ -
<b>Totals</b>	<b>\$ 46,943,066.00</b>	<b>\$ 46,815,000.00</b>



## Commercial Remodel Permits

## Calendar Year

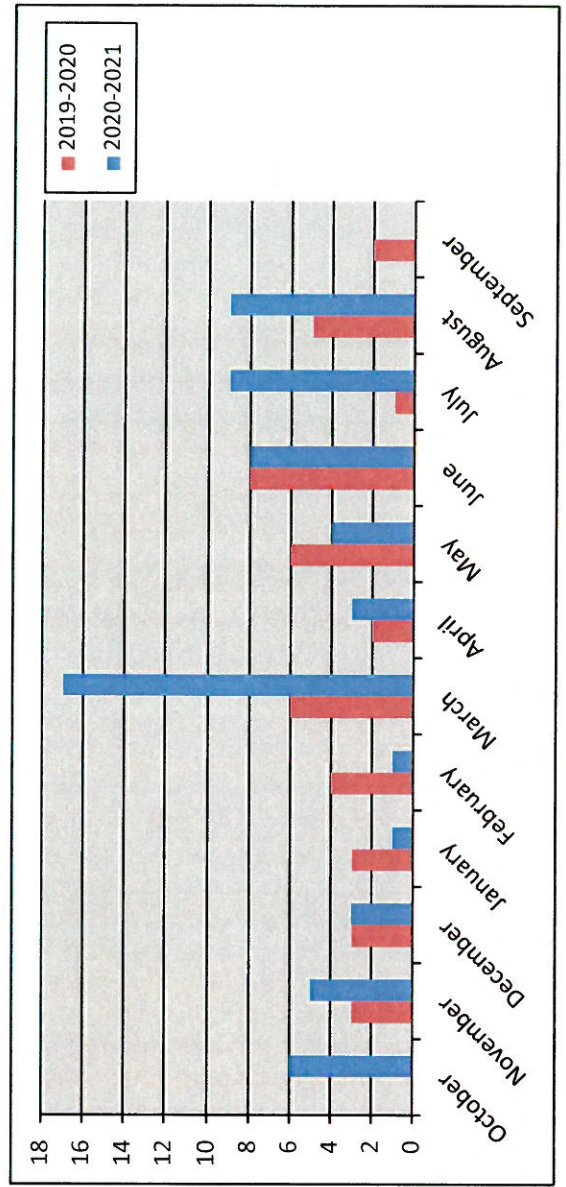
	Year		Totals
	2020	2021	
January	3	1	<b>51</b>
February	4	1	
March	6	17	
April	2	3	
May	6	4	
June	8	8	
July	1	9	
August	5	9	
September	2		
October	6		
November	5		
December	3		
<b>Totals</b>	<b>51</b>	<b>52</b>	



## Commercial Remodel Permits

## Fiscal Year

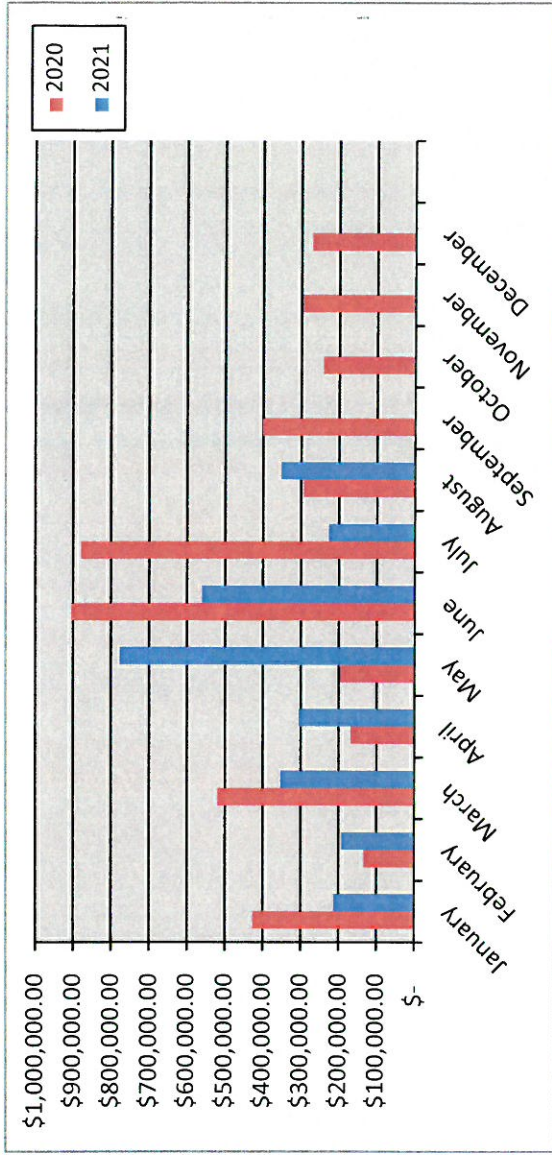
	Year		Totals
	2019-2020	2020-2021	
October	0	6	<b>43</b>
November	3	5	
December	3	3	
January	3	1	
February	4	1	
March	6	17	
April	2	3	
May	6	4	
June	8	8	
July	1	9	
August	5	9	
September	2		
<b>Totals</b>	<b>43</b>	<b>66</b>	



**Total Fees Collected**

**Calendar Year**

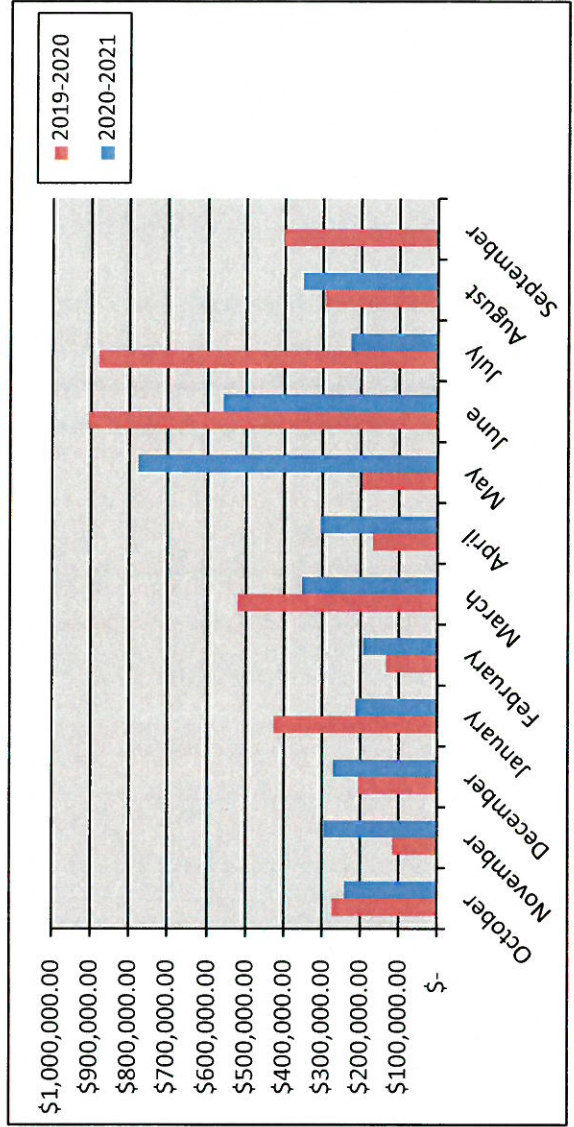
	Year	
	2020	2021
January	\$ 427,697.11	\$ 214,263.11
February	\$ 134,061.03	\$ 193,245.03
March	\$ 521,238.63	\$ 354,901.19
April	\$ 169,632.18	\$ 306,654.35
May	\$ 196,119.77	\$ 778,422.17
June	\$ 906,969.19	\$ 561,245.38
July	\$ 880,396.43	\$ 228,777.52
August	\$ 294,303.58	\$ 353,601.69
September	\$ 401,730.63	
October	\$ 242,859.42	
November	\$ 296,217.55	
December	\$ 272,486.48	
<b>Totals</b>	<b>\$ 4,743,712.00</b>	<b>\$ 2,991,110.44</b>



**Total Fees Collected**

**Fiscal Year**

	Year	
	2019-2020	2020-2021
October	\$ 274,121.49	\$ 242,859.42
November	\$ 116,656.13	\$ 296,217.55
December	\$ 205,859.61	\$ 272,486.48
January	\$ 427,697.11	\$ 214,263.11
February	\$ 134,061.03	\$ 193,245.03
March	\$ 521,238.63	\$ 354,901.19
April	\$ 169,632.18	\$ 306,654.35
May	\$ 196,119.77	\$ 778,422.17
June	\$ 906,969.19	\$ 561,245.38
July	\$ 880,396.43	\$ 228,777.52
August	\$ 294,303.58	\$ 353,601.69
September	\$ 401,730.63	
<b>Totals</b>	<b>\$ 4,528,785.78</b>	<b>\$ 3,802,673.89</b>





PERMITS ISSUED

For the Period 8/1/2021 to 8/31/2021

Permit Number	Permit Type	Site Address	Total Fees	
Application Date	Subtype	Parcel Number		
Issue Date	Status of Permit	Subdivision Name	Total SQFT	Fees Paid
		Plan Number	Valuation	
COM2021-2159	Commercial Building Permit			
05/03/2021	Certificate of Occupancy	1905 ALPHA DR, SUITE	\$76.50	\$76.50
08/30/2021	ISSUED	190, ROCKWALL, TX 75087	4,106.00	

Contact Type	Contact Name	Contact Address			
Business Owner	JEFF ROBLES	709 B WEST RUSK ST #910	ROCKWALL	TX	75087
Property Owner	ROCKWALL URBAN INDUSTRIAL, LP	13150 COIT RD, SUITE 205	Dallas	TX	75240

Contractors

COM2021-2225	Commercial Building Permit			
05/05/2021	Certificate of Occupancy	3005 N GOLIAD ST, SUITE 110, ROCKWALL	\$75.00	\$75.00
08/04/2021	ISSUED	75087	2,412.00	

Contact Type	Contact Name	Contact Address			
Business Owner	BRIAN SCHWEERS	3005 N GOLIAD ST, SUITE 110	ROCKWALL	TX	75087
Property Owner	ALBERT ENTERPRISES	14114 DALLAS PKWY, #670	Dallas	TX	75254
Contact	Sterling Day	Med-Tech/GC			

Contractors

COM2021-2234	Commercial Building Permit			
05/05/2021	Certificate of Occupancy	1019 E INTERSTATE 30, SUITE 105, ROCKWALL, TX 75087	\$76.50	\$76.50
08/23/2021	ISSUED		5,276.00	

Contact Type	Contact Name	Contact Address			
Business Owner	Lane Bryant Brands OPCO LLC	425 West Superior St	Duluth	MN	55802
Property Owner	Plaza at Rockwall	995 Interstate 30	Rockwall	TX	75087

Contractors

COM2021-2286	Commercial Building Permit			
05/07/2021	Certificate of Occupancy	1203 BETA DR, SUITE 104, ROCKWALL, TX 75087	\$76.50	\$75.00
08/30/2021	ISSUED		4,890.00	

Contact Type	Contact Name	Contact Address			
Business Owner	TYSON LYON	1203 BETA COURT #104	ROCKWALL	TX	75087
Property Owner	SPEC AERO PROPERTIES LP				

Contractors

8:41:12AM

## PERMITS ISSUED

For the Period 8/1/2021 to 8/31/2021

Permit Number	Permit Type	Site Address	Total Fees		
Application Date	Subtype	Parcel Number	Valuation	Total SQFT	Fees Paid
Issue Date	Status of Permit	Subdivision Name			
		Plan Number			
COM2021-3412	Commercial Building Permit				
06/30/2021	Certificate of Occupancy	3005 N GOLIAD ST,		\$76.50	\$76.50
08/30/2021	ISSUED	SUITE 130, ROCKWALL, TX 75087		3,300.00	
<b>Contact Type</b>	<b>Contact Name</b>	<b>Contact Address</b>			
Business Owner	Luy Nguyen	3005 N. Goliad, Suite #130	Rockwall	TX	75087
Property Owner	JCDB GOLIAD HOLDINGS LLC c/oDA 3009 Goliad Partners	8350 N CENTRAL EXPRESSWAY #1300	DALLAS	TX	75206
<b>Contractors</b>					
COM2021-3568	Commercial Building Permit				
07/07/2021	Certificate of Occupancy	1205 & 1207 RIDGE RD,		\$76.50	\$76.50
08/12/2021	ISSUED	ROCKWALL, 75087		2,800.00	
<b>Contact Type</b>	<b>Contact Name</b>	<b>Contact Address</b>			
Business Owner	Caroline Moore	1201 Ridge Rd, Suite 103	Rockwall	TX	75087
Property Owner	Pretium Property Management	P.O. Box 1630	Fort Worth	TX	76101
<b>Contractors</b>					
COM2021-3606	Commercial Building Permit				
07/08/2021	Certificate of Occupancy	811 E YELLOW JACKET LN, S. 103, ROCKWALL,		\$76.50	\$76.50
08/30/2021	ISSUED	TX 75087		1,000.00	
<b>Contact Type</b>	<b>Contact Name</b>	<b>Contact Address</b>			
Business Owner	Lakeside Group	811 Yellow Jacket Ln Suite 103	Rockwall	TX	75087
Property Owner	Landlow, LLC	2070 Pontchatrain	Rockwall	TX	75087
<b>Contractors</b>					
COM2021-3607	Commercial Building Permit				
07/08/2021	Certificate of Occupancy	811 E YELLOW JACKET LN, S. 105, ROCKWALL,		\$76.50	\$76.50
08/30/2021	ISSUED	TX 75087		500.00	
<b>Contact Type</b>	<b>Contact Name</b>	<b>Contact Address</b>			
Business Owner	Valarie Fly				
Property Owner	Landlow, LLC	2070 Pontchatrain	Rockwall	TX	
<b>Contractors</b>					

PERMITS ISSUED

For the Period 8/1/2021 to 8/31/2021

Permit Number	Permit Type	Site Address	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number		
Issue Date	Status of Permit	Subdivision Name	Valuation	Total SQFT
		Plan Number		
COM2021-3632	Commercial Building Permit			
07/09/2021	Certificate of Occupancy	3005 N GOLIAD ST, S.	\$75.00	\$75.00
08/20/2021	ISSUED	120, ROCKWALL, TX 75087	1,200.00	

Contact Type	Contact Name	Contact Address			
Business Owner	SANG YOON	3005 N. GOLIAD ST, SUITE 120	ROCKWALL	TX	75087
Property Owner	JCDB GOLIAD HOLDINGS LLC	C/O DA GOLIAD PARTNERS LP	Dallas	TX	75206

Contractors

COM2021-3634	Commercial Building Permit			
07/09/2021	Certificate of Occupancy	2313 RIDGE RD, S. 102,	\$75.00	\$75.00
08/30/2021	ISSUED	ROCKWALL, 75087	1,000.00	

Contact Type	Contact Name	Contact Address			
Business Owner	William Fieldsmith	2313 Ridge Rd, S. 102	Rockwall	TX	75087
Property Owner	Global Advance	2313 Ridge Rd., Suite 101	Rockwall	TX	75087

Contractors

COM2021-3725	Commercial Building Permit			
07/19/2021	Temporary Certificate of Occupancy	2707 MARKET CENTER	\$75.00	\$75.00
08/26/2021	ISSUED	DR, ROCKWALL, 75032	9,400.00	

Contact Type	Contact Name	Contact Address			
Business Owner	BRAD WESTON	2707 MARKET CENTER DR.	ROCKWALL	TX	75032
Property Owner	DUNHILL PARTNERS	3100 MONTICELLO AVE.	DALLAS	TX	75205
Contact	Kathy Laracca				

Contractors

COM2021-3830	Commercial Building Permit			
07/20/2021	Certificate of Occupancy	306 E WASHINGTON ST,	\$76.50	\$76.50
08/02/2021	ISSUED	SUITE A, ROCKWALL, TX 75087	1,500.00	

Contact Type	Contact Name	Contact Address			
Business Owner	Jordan Schwerdt	306 E Washington St, Suite B	Rockwall	TX	75087
Property Owner	SKY 306 E WASHINGTON SERIES LLC	Monica - Property Manager	Rockwall	TX	75032

Contractors

8:41:12AM

## PERMITS ISSUED

For the Period 8/1/2021 to 8/31/2021

Permit Number	Permit Type	Site Address	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Subdivision Name		Total SQFT	
		Plan Number			
COM2021-3996	Commercial Building Permit				
07/27/2021	Certificate of Occupancy	310 S Goliad Street,		\$75.00	\$75.00
08/19/2021	ISSUED	Rockwall, TX 75087		12,891.00	
<b>Contact Type</b>					
Business Owner	Cory Cannon	310 S Goliad St	Rockwall	TX	75087
Property Owner	Cory Cannon	310 S Goliad St	Rockwall	TX	75087
<b>Contractors</b>					
COM2021-4129	Commercial Building Permit				
08/03/2021	Certificate of Occupancy	1215 ARISTA RD, S. 102,		\$75.00	\$75.00
08/27/2021	ISSUED	ROCKWALL, TX 75032		1,800.00	
<b>Contact Type</b>					
Business Owner	JAMIE VASQUEZ	1215 ARISTA DR, SUITE 102	ROCKWALL	TX	75032
Property Owner	NERITA LLC	10333 Woodford Dr	Dallas	TX	75229
<b>Contractors</b>					
COM2021-4166	Commercial Building Permit				
08/04/2021	Certificate of Occupancy	2740 STATE HIGHWAY		\$76.50	\$76.50
08/12/2021	ISSUED	276, SUITE 400 , ROCKWALL, TX 75032		1,000.00	
<b>Contact Type</b>					
Business Owner	JAMES ADCOX	5013 TACTICAL	Rockwall	TX	75032
Property Owner	GERALD HOUSER	2740 HWY 276	Rockwall	TX	75032
<b>Contractors</b>					
COM2021-4298	Commercial Building Permit				
08/11/2021	Certificate of Occupancy	1460 S T L TOWNSEND		\$76.50	\$76.50
08/30/2021	ISSUED	DR, SUITE 100, ROCKWALL, TX 75032		1,350.00	
<b>Contact Type</b>					
Business Owner	LAURA ROBISON-HOUSER	1460 S T L TOWNSEND DR, SUITE 100	ROCKWALL	TX	75032
Property Owner	SARO PARTNERS LLC	1450 T L TOWNSEND	Rockwall	TX	75032
<b>Contractors</b>					
COM2021-4354	Commercial Building Permit				
08/13/2021	Certificate of Occupancy	104 N SAN JACINTO ST		\$76.50	\$76.50
08/27/2021	ISSUED			2,500.00	

8:41:12AM

## PERMITS ISSUED

For the Period 8/1/2021 to 8/31/2021

Permit Number	Permit Type	Site Address	Total Fees		
Application Date	Subtype	Parcel Number	Valuation	Total SQFT	Fees Paid
Issue Date	Status of Permit	Subdivision Name			
		Plan Number			
<b>Contact Type</b>					
<b>Contact Name</b>					
<b>Contact Address</b>					
Business Owner	TAMARA KOLLECK	112 N SAN JACINTO	ROCKWALL	TX	75087
Property Owner	MARILYN HEFFERNAN	5924 VOLUNTEER PLACE	Rockwall	TX	75032
<b>Contractors</b>					
<hr/>					
COM2021-4379	Commercial Building Permit				
08/16/2021	Certificate of Occupancy	209 COUNTY LINE RD,		\$75.00	\$75.00
08/31/2021	ISSUED	ROCKWALL, 75032		1,200.00	
<b>Contact Type</b>					
<b>Contact Name</b>					
<b>Contact Address</b>					
Business Owner	RYAN WALKER	2309 FAIRWAY CIRCLE	Rockwall	TX	75032
Property Owner	REX KELLY	5399 HORIZON RD.	Rockwall	TX	75032
<b>Contractors</b>					
<hr/>					
COM2021-4411	Commercial Building Permit				
08/17/2021	Certificate of Occupancy	216 RANCH TRL,		\$76.50	\$76.50
08/24/2021	ISSUED	ROCKWALL, 75032		4,850.00	
<b>Contact Type</b>					
<b>Contact Name</b>					
<b>Contact Address</b>					
Business Owner	ROBERT BINDER	812 VZ CR 3424	Wills Point	TX	75169
Property Owner	BOB HAWLEY	1716 BISON MEADOW LANE	Rockwall	TX	75032
<b>Contractors</b>					
<hr/>					
COM2021-4453	Commercial Building Permit				
08/18/2021	Certificate of Occupancy	535 NATIONAL DR,		\$75.00	\$75.00
08/31/2021	ISSUED	ROCKWALL, TX 75032		4,835.00	
<b>Contact Type</b>					
<b>Contact Name</b>					
<b>Contact Address</b>					
Business Owner	CALISE BARRAQUE	614 EMERSON DR.	Rockwall	TX	75087
Property Owner	DELL OSBOURNE	3021 RIDGE RD. STE A-131	Rockwall	TX	75032
<b>Contractors</b>					
<hr/>					
COM2021-4534	Commercial Building Permit				
08/23/2021	Certificate of Occupancy	535 NATIONAL DR,		\$75.00	\$75.00
08/31/2021	ISSUED	ROCKWALL, TX 75032		4,835.00	
<b>Contact Type</b>					
<b>Contact Name</b>					
<b>Contact Address</b>					
Business Owner	DAVID OSBORN	3021 RIDGE RD. SUITE A-131	Rockwall	TX	75032
Property Owner	RACK HOLDINGS	3021 RIDGE RD. SUITE A-131	Rockwall	TX	75032
<b>Contractors</b>					

PERMITS ISSUED

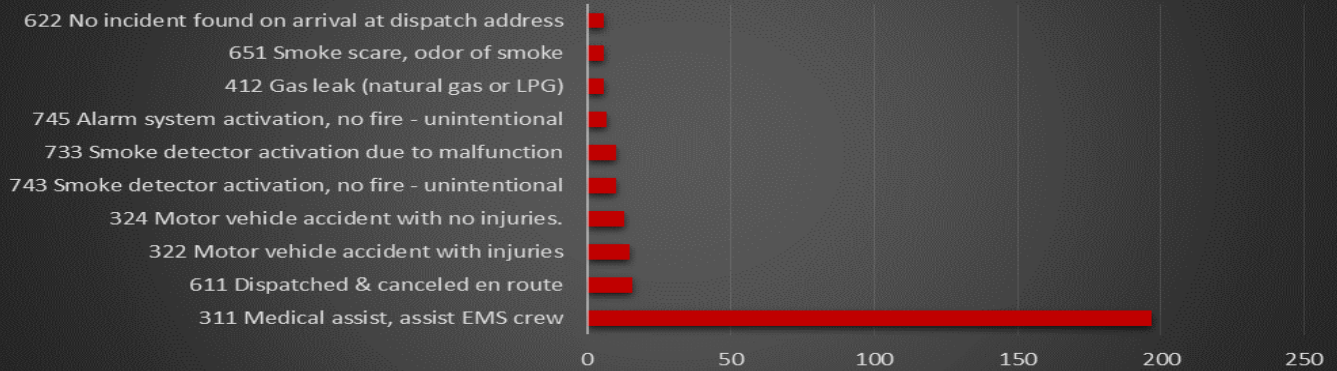
For the Period 8/1/2021 to 8/31/2021

Permit Number	Permit Type	Site Address	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Subdivision Name		Total SQFT	
		Plan Number			
	21				
<b>Total Valuation:</b>					
<b>Total Fees:</b>				\$1,593.00	
<b>Total Fees Paid:</b>				\$1,591.50	



# August 2021 Monthly Report

## Top 10 Call Types



## Incident Types



## Incident Count

311 Medical assist, assist EMS crew	197
611 Dispatched & canceled en route	16
322 Motor vehicle accident with injuries	15
324 Motor vehicle accident with no injuries.	13
733 Smoke detector activation due to malfunction	10
743 Smoke detector activation, no fire - unintentional	10
745 Alarm system activation, no fire - unintentional	7
651 Smoke scare, odor of smoke	6
622 No incident found on arrival at dispatch address	6
412 Gas leak (natural gas or LPG)	6
735 Alarm system sounded due to malfunction	5
736 CO detector activation due to malfunction	4
550 Smoke Detector Battery Change/Install	4
700 False alarm or false call, other	3
331 Lock-in (if lock out , use 511 )	3
744 Detector activation, no fire - unintentional	3
441 Heat from short circuit (wiring), defective/worn	3
365 Watercraft rescue	3
444 Power line down	3
553 Public service	2
342 Search for person in water	2
554 Assist invalid	2
111 Building fire	2
522 Water or steam leak	2
151 Outside rubbish, trash or waste fire	2
131 Passenger vehicle fire (cars, pickups, SUV's)	1
531 Smoke or odor removal	1
730 System malfunction, other	1
512 Ring or jewelry removal	1
300 Rescue, EMS incident, other	1
462 Aircraft standby	1
714 Central station, malicious false alarm	1
741 Sprinkler activation, no fire - unintentional	1
140 OTHER Natural vegetation fire	1
421 Chemical hazard (no spill or leak)	1
143 Grass fire	1
442 Overheated motor	1
323 Motor vehicle/pedestrian accident (MV Ped)	1
112 Fires in structure other than in a building	1
160 Special outside fire, other	1
113 Cooking fire, confined to container	1
631 Authorized controlled burning	1

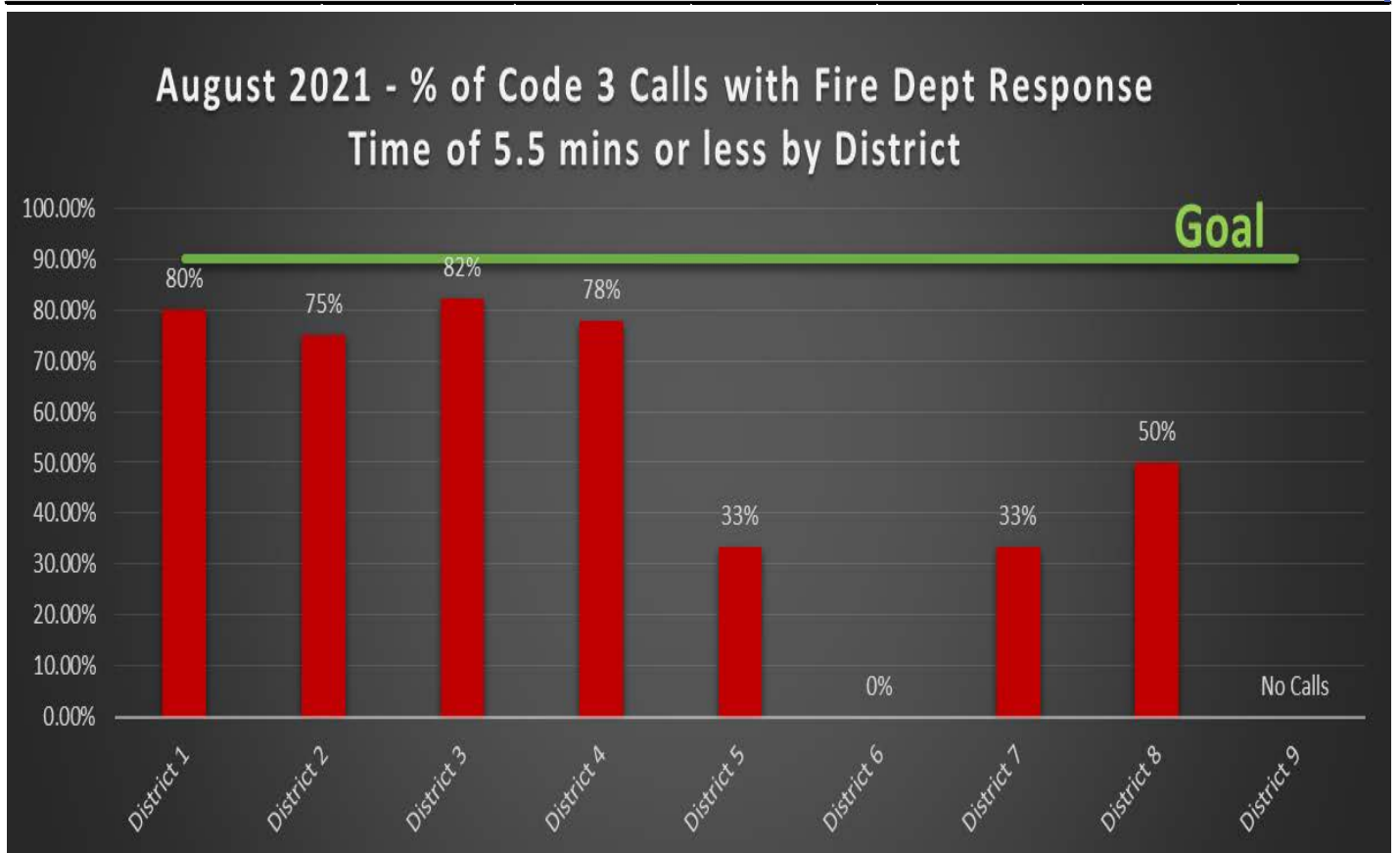
**Grand Total**

**346**



## August 2021 Dispatch to Arrival Analysis

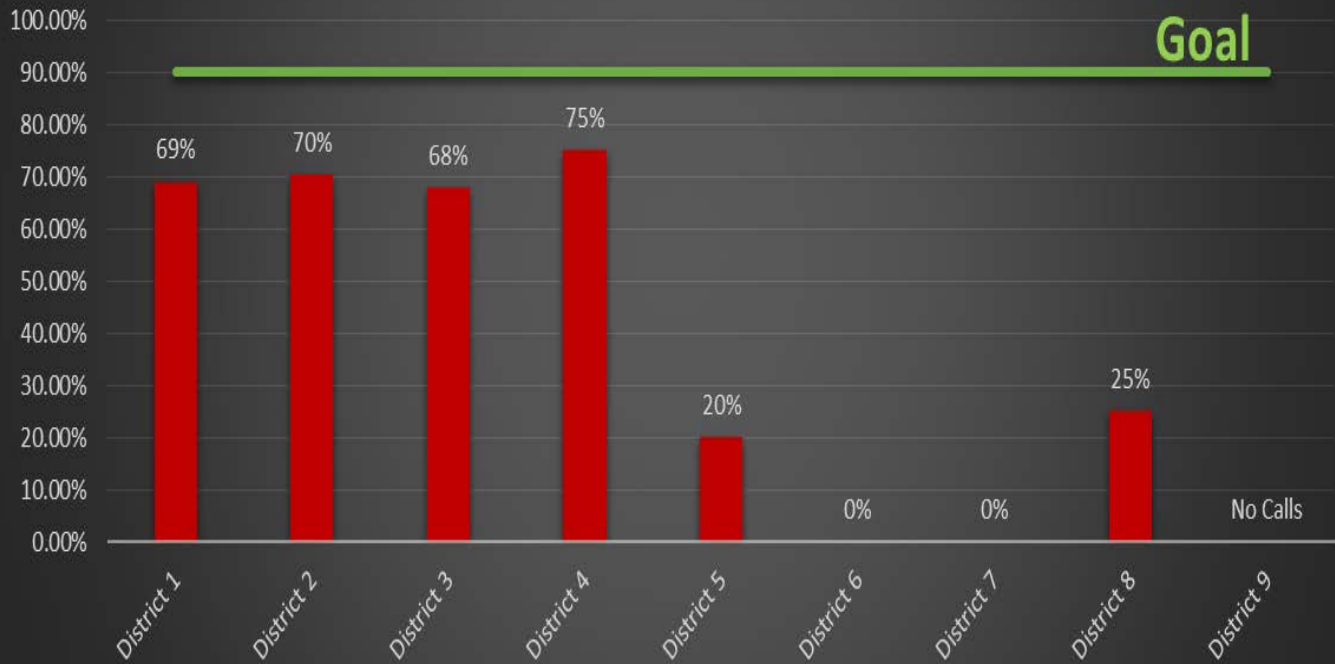
District	Total Number of Calls	Percent of Runs per District	Number of Calls in 5.5 mins or Less	Average FD Response Time Minutes	% in 5.5 min or less	Goal of 90%
District 1	100	35%	80	0:04:09	80%	90%
District 2	88	31%	66	0:04:52	75%	90%
District 3	28	10%	23	0:03:55	82%	90%
District 4	36	13%	28	0:04:33	78%	90%
District 5	15	5%	5	0:06:04	33%	90%
District 6	3	1%	0	0:09:35	0%	90%
District 7	9	3%	3	0:06:14	33%	90%
District 8	4	1%	2	0:05:49	50%	90%
District 9	0	0%	0	0:00:00	No Calls	90%
<b>Department</b>	<b>283</b>	<b>100%</b>	<b>207</b>	<b>0:04:39</b>	<b>73%</b>	<b>90%</b>



### August 2021 Travel Time by District

District	Total Number of Calls	Percent of Runs per District	Number of Calls in 4 or Less	Average Travel Time Minutes	% in 4 min or less	Goal of 90%
District 1	100	35%	69	0:03:06	69%	90%
District 2	88	31%	62	0:03:54	70%	90%
District 3	28	10%	19	0:03:07	68%	90%
District 4	36	13%	27	0:03:23	75%	90%
District 5	15	5%	3	0:04:48	20%	90%
District 6	3	1%	0	0:08:45	0%	90%
District 7	9	3%	0	0:05:10	0%	90%
District 8	4	1%	1	0:04:41	25%	90%
District 9	0	0%	0	0:00:00	No Calls	90%
Department	283	100%	181	0:03:38	64%	90%

### August 2021 - % of Code 3 Calls with Travel Time of 4 mins or less by District





# Total Dollar Losses

August 2021



City of Rockwall  
*The New Horizon*

Rockwall Fire Department

Print Date/Time: 09/17/2021 15:45  
Login ID: rck\ihatcher  
Layer: All  
Areas: All

ORI Number: TX504  
Incident Type: All  
Station: All

	Current Month	Last Month	Same Month Last Year	Year To Date	Last Year To Date
Total Property Loss:	\$1,000.00	\$23,000.00	\$30,201.00	\$238,350.00	\$224,114.00
Total Content Loss:	\$12,000.00	\$5,000.00	\$5,001.00	\$96,600.00	\$142,953.00
Total Property Pre-Incident Value:	\$0.00	\$3,000.00	\$400,550.00	\$27,606,129.00	\$31,130,412.00
Total Contents Pre-Incident Value	\$0.00	\$0.00	\$235,530.00	\$11,107,699.60	\$1,418,730.00
Total Losses:	\$13,000.00	\$28,000.00	\$35,202.00	\$334,950.00	\$13,000.00
Total Value:	\$0.00	\$3,000.00	\$636,080.00	\$38,713,828.60	\$32,549,142.00



# Fire Marshal Division

## August 2021 Report



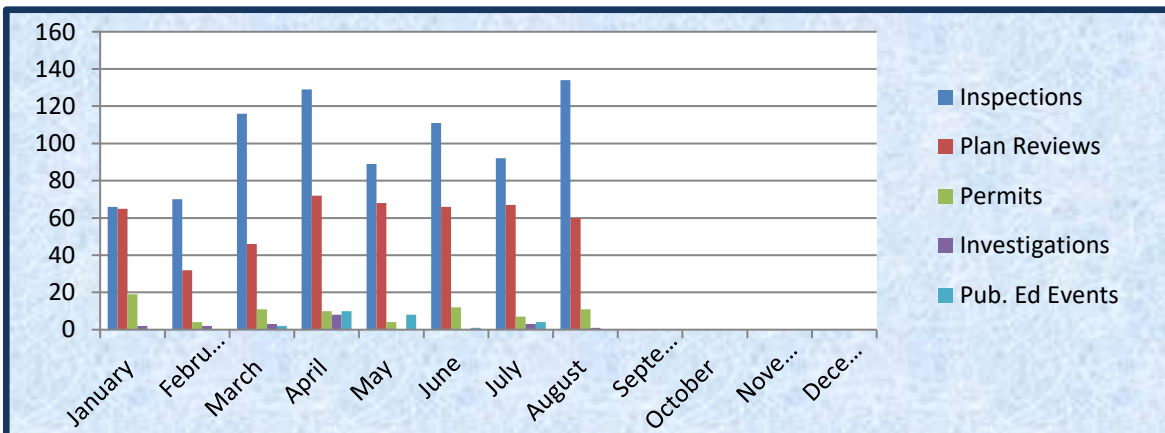
Inspections Conducted	
Total for the Month	134

Plan Reviews Completed	
Total for the Month	60

Permits Issued	
Total for the Month	11

Fire Investigations	
Active Investigations	0
Closed Investigations	1
<b>Total for the Month</b>	<b>1</b>

Public Education Events	
Total for the Month	0





## MEMORANDUM

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**TO:** Mary Smith, City Manager  
**CC:** Honorable Mayor and City Council  
**FROM:** Kristy Cole, City Secretary / Asst. to the City Mgr.  
**DATE:** October 4, 2021  
**SUBJECT:** IT / TECHNOLOGY DEPT. REPORT

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### Attachments

#### Summary/Background Information

Council recently approved a new "Director" position in the FY2022 budget for Denny Lasseter to more formally begin overseeing the city's IT/Technology Department. This is the first of future updates from this department that will be provided to Council on a periodic basis.

#### Action Needed

N/A

# AUGUST 2021 MONTHLY REPORT



ROCKWALL PARKS  
& RECREATION

## PARTICIPATION



DANCE CLASSES WITH MRS. KRISTINE - 23 PARTICIPANTS FOR AUGUST SESSION



### MONTHLY OVERVIEW

AUG '21

Part Time Labor Hours	<b>32</b>
Program Offerings	<b>3</b>
Program Participants	<b>513</b>
Resident Participants	<b>304</b>
Non-Resident Participants	<b>209</b>
Programs that Made	<b>3</b>
Cancelled Programs	<b>0</b>
% of Programs Cancelled	<b>0%</b>

### FEE BASED RESIDENT VS NON-RESIDENT

3 programs



# RENTALS



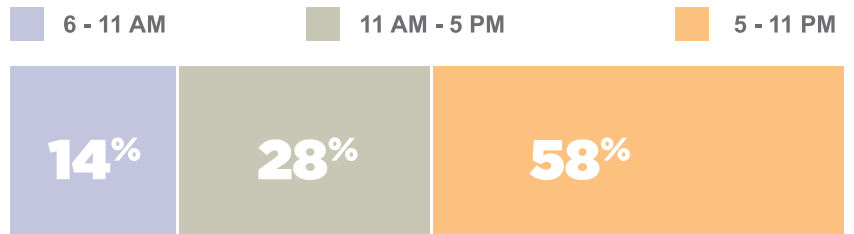
## HMCC

AUG '21

<i>Time Blocks Rented</i>	<b>36</b>
<i>Monthly Revenue</i>	<b>\$720</b>

### HMCC RENTAL ACTIVITY BY TIME BLOCK

36 Rentals



## PAVILIONS

AUG '21

<i>Time Blocks Rented</i>	<b>31</b>
<i>Monthly Revenue</i>	<b>\$1240</b>

### PAVILION RENTAL ACTIVITY BY TIME BLOCK

31 Rentals



# PARKS



## **FACILITY RENOVATIONS:**

Emerald Bay Split Rail Fence

## **FACILITY REPAIRS:**

Pickleball repairs



## **FACILITY DEDICATION:**

Scott Self Light House Naming

## **FACILITY CONSTRUCTION:**

Pettinger Preserve outdoor classroom





# MARKETING

## FACEBOOK PAGE LIKES



JUL

GAIN OR LOSS

**+112**

TOTAL LIKES THRU 8/31/2021



**16,174**

AUG

**+35**

## ONLINE REGISTRATION ACCOUNTS THROUGH ACTIVE

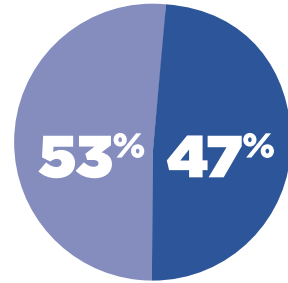
JUL

ACCOUNTS

**10417**

GAIN OR LOSS

**+55**



**RESIDENT VS NON-RESIDENT ACCOUNTS**

AUG

**10477**

**+60**

## PLAYROCKWALL.COM PERFORMANCE METRICS

# PLAYROCKWALL.COM

## PAGEVIEWS

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

**56,110**

## SESSIONS

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

**12,159**

## USERS

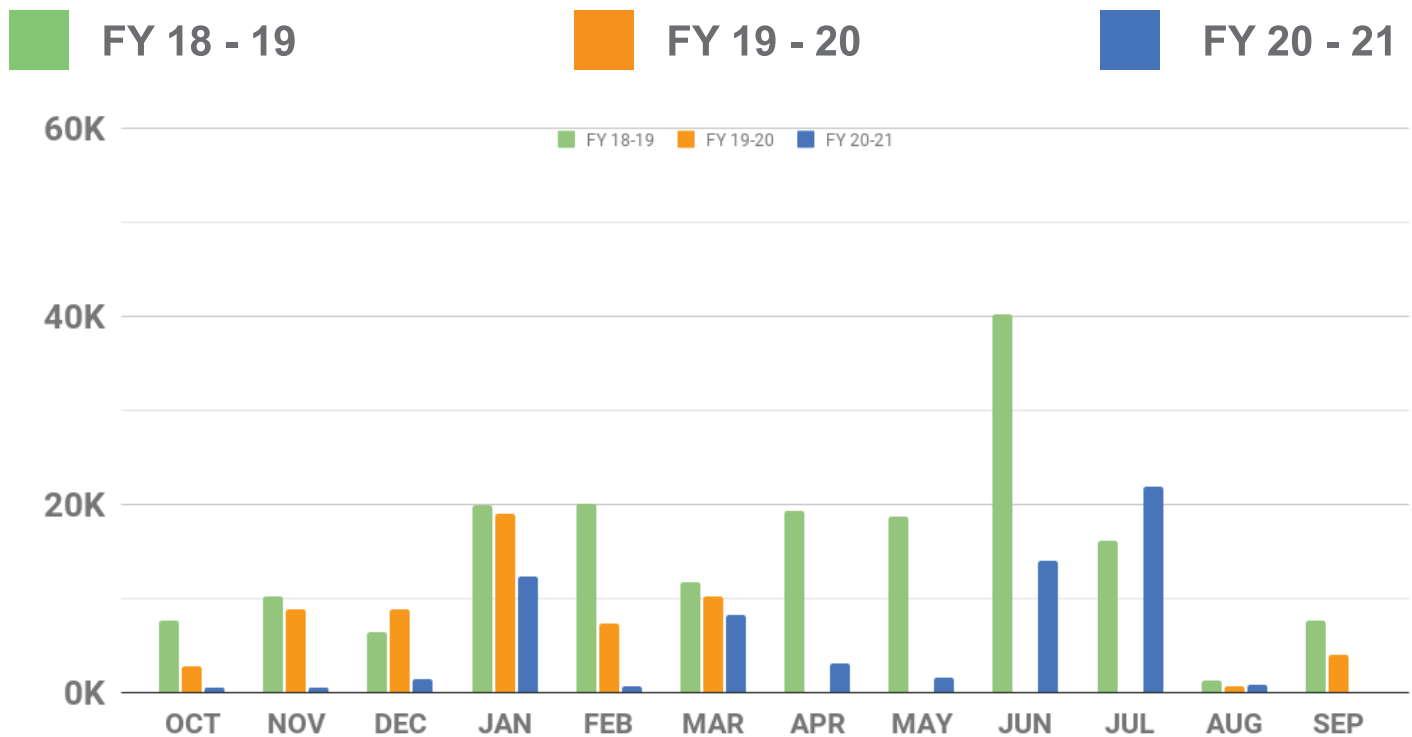
Visitors to playrockwall.com

**8,974**

# REVENUE

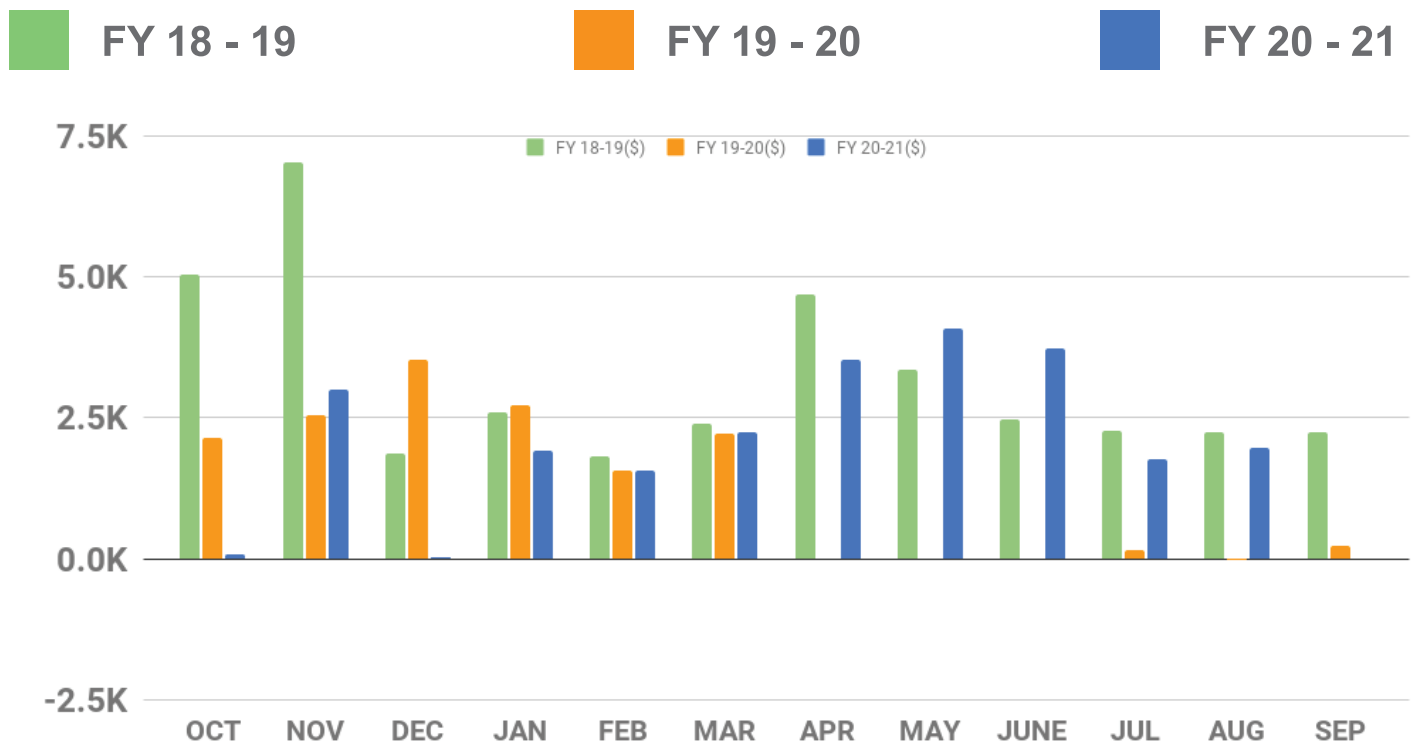
## FEE BASED PROGRAM REVENUE BY MONTH

3 fiscal years



## FACILITY REVENUE BY MONTH

3 fiscal years



# Rockwall Police Department

## Monthly Activity Report

August-2021

ACTIVITY	CURRENT MONTH AUGUST	PREVIOUS MONTH JULY	YTD 2021	YTD 2020	YTD % CHANGE
----------	-------------------------	------------------------	-------------	-------------	-----------------

### PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	0	0.00%
Sexual Assault	0	2	12	4	200.00%
Robbery	0	0	3	9	-66.67%
Aggravated Assault	2	3	22	17	29.41%
Burglary	4	3	25	42	-40.48%
Larceny	29	57	406	464	-12.50%
Motor Vehicle Theft	3	5	36	51	-29.41%
<b>TOTAL PART I</b>	<b>38</b>	<b>70</b>	<b>504</b>	<b>587</b>	<b>-14.14%</b>
<b>TOTAL PART II</b>	<b>137</b>	<b>148</b>	<b>988</b>	<b>991</b>	<b>-0.30%</b>
<b>TOTAL OFFENSES</b>	<b>175</b>	<b>218</b>	<b>1492</b>	<b>1578</b>	<b>-5.45%</b>

### ADDITIONAL STATISTICS

FAMILY VIOLENCE	13	8	89	95	-6.32%
D.W.I.	10	17	140	99	41.41%

### ARRESTS

FELONY	20	29	182	219	-16.89%
MISDEMEANOR	45	52	377	390	-3.33%
WARRANT ARREST	11	7	64	75	-14.67%
JUVENILE	5	4	21	33	-36.36%
<b>TOTAL ARRESTS</b>	<b>81</b>	<b>92</b>	<b>644</b>	<b>717</b>	<b>-10.18%</b>

### DISPATCH

CALLS FOR SERVICE	2130	2336	16630	11266	47.61%
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### ACCIDENTS

INJURY	6	5	36	92	-60.87%
NON-INJURY	80	58	565	345	63.77%
FATALITY	0	0	0	1	-100.00%
<b>TOTAL</b>	<b>86</b>	<b>63</b>	<b>601</b>	<b>438</b>	<b>37.21%</b>

### FALSE ALARMS

RESIDENT ALARMS	55	48	348	337	3.26%
BUSINESS ALARMS	125	154	1105	1064	3.85%
<b>TOTAL FALSE ALARMS</b>	<b>180</b>	<b>202</b>	<b>1453</b>	<b>1401</b>	<b>3.71%</b>
Estimated Lost Hours	118.8	133.32	958.98	924.66	3.71%
Estimated Cost	\$2,826.00	\$3,171.40	\$22,812.10	\$21,995.70	3.71%

### ROCKWALL NARCOTICS UNIT

	Number of Cases	2
	Arrests	6
	Arrest Warrants	
	Search Warrants	3
	<b>Seized</b>	
	Adderall	38g
	Methamphetamine	52Kg
	THC Oil	300g
	Xanax	38 pills
	Money	\$42,000

# Rockwall Police Department

## Dispatch and Response Times

August 2021

### Police Department

Average Response Time		
<b>Priority 1</b>		Number of Calls <b>136</b>
Call to Dispatch	0:00:35	
Call to Arrival	0:05:01	
% over 7 minutes	18%	
Average Response Time		
<b>Priority 2</b>		Number of Calls <b>874</b>
Call to Dispatch	0:01:56	
Call to Arrival	0:09:01	
% over 7 minutes	17%	
Average Response Time		
<b>Priority 3</b>		Number of Calls <b>49</b>
Call to Dispatch	0:03:49	
Call to Arrival	0:09:31	
% over 7 minutes	49%	

#### Average dispatch response time goals are as follows:

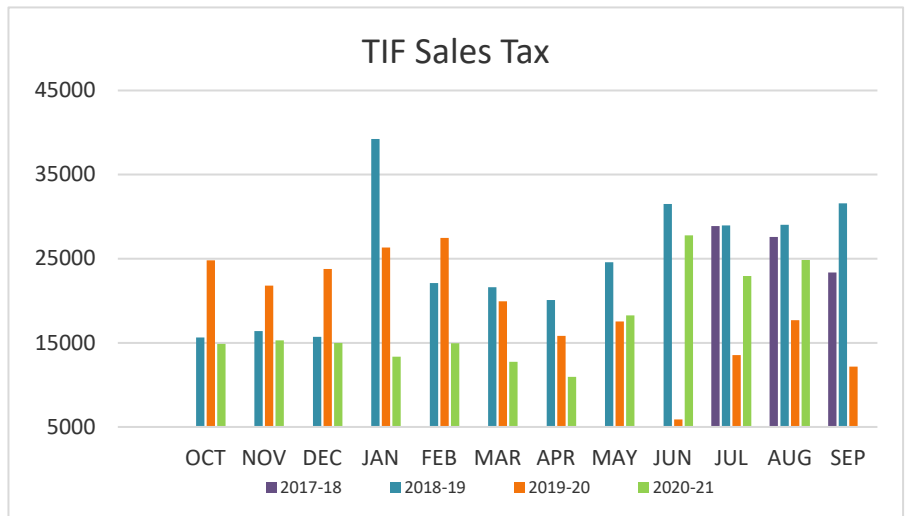
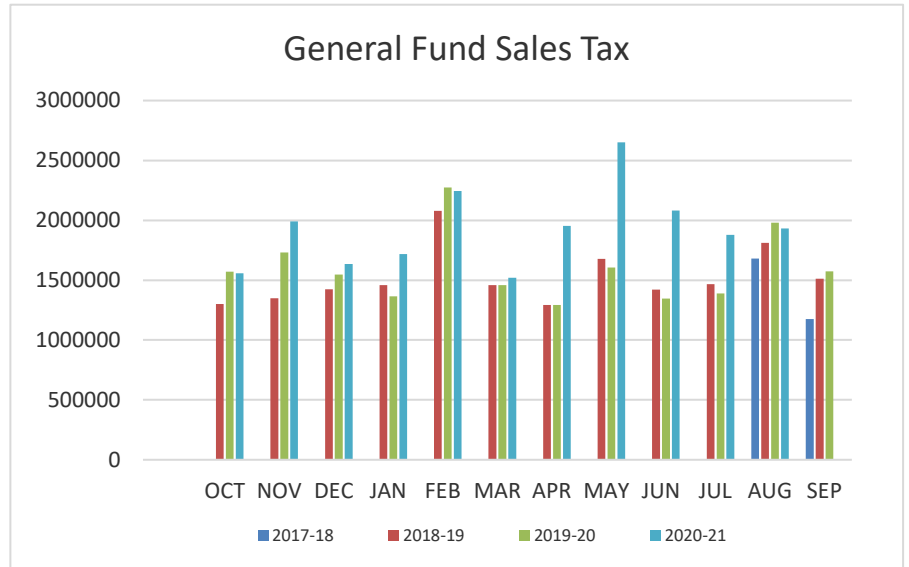
Priority 1: 1 Minute

Priority 2: 1 Minute, 30 Seconds

Priority 3: 3 Minutes

# Sales Tax Collections - Rolling 36 Months

	<u>General Fund</u>	<u>TIF</u>
	<u>Sales Tax</u>	<u>Sales Tax</u>
Jul-18	1,463,243	28,867
Aug-18	1,679,728	27,594
Sep-18	1,174,074	23,370
Oct-18	1,301,342	15,641
Nov-18	1,349,253	16,403
Dec-18	1,423,386	15,708
Jan-19	1,457,584	39,247
Feb-19	2,080,043	22,109
Mar-19	1,459,018	21,606
Apr-19	1,293,524	20,077
May-19	1,679,076	24,582
Jun-19	1,420,483	31,523
Jul-19	1,467,376	28,951
Aug-19	1,810,970	29,022
Sep-19	1,478,622	31,577
Oct-19	1,565,868	24,818
Nov-19	1,730,541	21,787
Dec-19	1,547,746	23,781
Jan-20	1,365,040	26,330
Feb-20	2,273,520	27,472
Mar-20	1,458,193	19,955
Apr-20	1,292,639	15,829
May-20	1,605,986	17,538
Jun-20	1,345,598	5,881
Jul-20	1,376,026	13,529
Aug-20	1,979,539	17,706
Sep-20	1,573,352	12,179
Oct-20	1,558,570	14,888
Nov-20	1,989,955	15,299
Dec-20	1,634,280	14,994
Jan-21	1,718,364	13,341
Feb-21	2,244,778	14,935
Mar-21	1,521,031	12,738
Apr-21	1,952,165	10,954
May-21	2,651,412	18,252
Jun-21	2,080,645	27,773
Jul-21	1,877,982	22,940
Aug-21	1,930,521	24,860



**Notes:**

75% of total sales tax collected is deposited to the General Fund each month

Comptroller tracks sales tax generated in the TIF and reports it monthly

75% of TIF sales tax (city share) is pledged to the TIF

# Monthly Water Consumption - Rolling 27 Months

	<u>Total Gallons</u>	<u>Daily Average</u>	<u>Maximum Day</u>
Jun-19	273,477,588	9,115,919	12,818,660
Jul-19	479,403,830	15,464,640	19,686,560
Aug-19	557,577,730	17,986,380	20,877,020
Sep-19	480,076,300	16,002,544	19,898,562
Oct-19	377,192,895	12,167,513	17,708,812
Nov-19	237,328,307	7,910,944	9,218,867
Dec-19	229,083,044	7,389,776	8,396,266
Jan-20	215,978,847	6,967,060	8,691,306
Feb-20	196,611,134	6,779,695	7,579,604
Mar-20	197,281,791	6,363,929	8,569,168
Apr-20	226,508,245	7,550,275	10,263,848
May-20	317,650,425	10,246,788	13,193,218
Jun-20	455,022,410	15,167,411	20,100,668
Jul-20	511,667,880	16,505,415	20,073,454
Aug-20	590,693,550	19,054,630	22,031,522
Sep-20	363,112,688	12,103,756	14,870,959
Oct-20	397,801,934	12,832,320	15,751,199
Nov-20	295,091,494	9,836,383	11,452,738
Dec-20	179,571,968	7,371,629	8,653,526
Jan-21	157,800,928	6,718,182	7,179,987
Feb-21	199,821,312	8,288,901	17,044,360
Mar-21	230,130,315	7,423,560	9,739,996
Apr-21	289,545,756	9,651,525	12,683,656
May-21	247,421,005	7,981,324	10,400,411
Jun-21	342,904,230	11,430,141	16,988,604
Jul-21	446,687,809	14,409,284	17,918,524
Aug-21	486,443,590	15,691,730	18,928,160

Source: SCADA Monthly Reports generated at the Water Pump Stations

