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Discuss and consider continuation and oversight associated with the annual 4th of July parade, and take any action necessary.	
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#### AGENDA ROCKWALL CITY COUNCIL Monday, August 17, 2015 4:00 p.m. Regular City Council Meeting City Hall, 385 S. Goliad, Rockwall, Texas 75087

#### I. CALL PUBLIC MEETING TO ORDER

#### II. WORK SESSION

- **p.9 1.** Hold work session with representative(s) of STAR Transit to hear annual report of services provided to the Citizens of Rockwall, industry updates, and funding, and take any action necessary.
- **p.56 2.** Hold work session to discuss the June 21, 2015 flooding event, including impacts on homes and roadways, and take any action necessary.

#### III. EXECUTIVE SESSION.

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

- Discussion regarding purchase or lease of real property / land acquisition in the vicinity of the downtown area for municipal purposes pursuant to Section § 551.072 (Real Property).
- 2. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission, Planning & Zoning Commission, and Board of Adjustments pursuant to Section 551.074 (personnel matters)

#### IV. ADJOURN EXECUTIVE SESSION

#### AGENDA ROCKWALL CITY COUNCIL Monday, August 17, 2015 6:00 p.m. Regular City Council Meeting City Hall, 385 S. Goliad, Rockwall, Texas 75087

- V. RECONVENE PUBLIC MEETING
- VI. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION
- VII. INVOCATION AND PLEDGE OF ALLEGIANCE COUNCILMEMBER WHITE
- VIII. OPEN FORUM
- IX. CONSENT AGENDA
  - **p.581.** Consider approval of the minutes from the August 3, 2015 regular city council meeting, and take any action necessary.
  - **p.75 2.** Consider approval of an interlocal cooperation agreement for governmental services relating to a school resource officer program between the City of Rockwall and The Rockwall Independent School District, and take any action necessary.
- **p.86 3.** Consider authorizing the City Manager to enter into an agreement with the Texas Department of Transportation (TxDOT) under the City Pride Program for installation of signage at the intersection of SH-205 and Yellow Jacket Lane, and take any action necessary.
- **p.103 4.** Consider approval of a resolution authorizing signatories for financial transactions, and take any action necessary.
- **p.106 5.** Consider authorizing the City Manager to execute an interlocal Purchasing Agreement with the City of Allen for the purchase of materials, supplies and services and take any action necessary.
- p.113 6. Consider approval of the additional expense (\$33,005.56 to be funded out of Engineering Dept. General Fund Budget) associated with providing higher level of protection from roadway inundation during storm event greater than a 25-year storm associated with the design and construction of a 100-year storm sewer system for FM 549 from SH 205 to SH 276, and take the necessary action.
- **p.116 7.** Consider awarding a contract for unit pricing for road marking material and striping services to Road Master Striping LLC through the City of Midlothian Cooperative Agreement to be funded through the General Fund Street Department Operating Budget, Street Repair and Maintenance, and take any action necessary.
- **p.122 8.** Consider approval of a resolution allowing a temporary partial closure of FM 740 from Summer Lee Drive to the south City limits to facilitate the U.S. Open Triathlon on Sunday, October 18, 2015 from 6:00 AM to 1:00 PM, and take any action necessary.

Monday, August 17, 2015 City Council Agenda Page 2 p.134 9. P2015-034 - Consider approval of a request by Joanne Vuckovic of the Pregnancy Resource Center for the approval of a replat for Lot 1, Block A, Pregnancy Resource Center being a 0.32-acre tract of land currently identified as Tract 21 of the B. J. T. Lewis Survey, Abstract No. 255, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 53 (PD-53) for Residential-Office (RO) District land uses, situated within the Scenic Overlay (SOV) District, addressed as 1010 Ridge Road, and take any action necessary.

#### X. APPOINTMENTS

- 1. Appointment with the Planning and Zoning Chairman to discuss and answer any questions regarding cases on the agenda and related issues and take any action necessary.
- **p.142 2.** Appointment with Casey Kelly representing the Rockwall Girls Softball Association (RGSA) to hear proposal concerning partnering with the city, and take any action necessary.

#### XI. ACTION ITEMS

- p.144 1. Z2015-016 Discuss and consider approval of an ordinance for a request by Stacey McVey of Double Eagle Properties on behalf of the owner 308 ON 276 LP for a zoning change from an Light Industrial (LI) District to a Planned Development District for Single Family 10 (SF-10) and General Retail (GR) District land uses, on a 316.315-acre tract of land identified as Tract 1 of the M. E. Hawkins Survey, Abstract No. 100, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, located at the northeast corner of the intersection of Rochelle Road and SH-276, and take any action necessary. (2nd Reading) (requires 3/4 majority vote)
- **p.161 2.** MIS2015-004 Discuss and consider the approval of a special request by David Smith on behalf of the owner Jose Contreras for a waiver to the Manufactured Home Replacement Minimum Standards as set forth in Exhibit 'C' of Planned Development District 75 (PD-75) [Ordinance No. 09-37] to allow a new manufactured home to be located within the floodplain on a 0.17-acre property identified as Lot 1376, Rockwall Lake Estates #2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single Family-7 (SF-7) District land uses, located at 142 Rene Drive, and take any action necessary.
- **p.181 3.** Discuss and consider authorizing the city manager to execute a 380 Agreement with First Texas Homes for Use Taxes, and take any action necessary.
- **p.195 4. SP2015-016** Discuss and consider a request by Wayne Mershawn of Mershawn Architects on behalf of Rex Walker of Life Springs Church for the approval of variances to the articulation and residential screening requirements as stipulated by the Unified Development Code in conjunction with an approved site plan for a church on a seven (7) acre portion of a larger 28.881-acre tract of land identified as Tract 15-01 of

the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Corridor Overlay (SH 205 BY-OV) District, located on the north side of John King Boulevard east of the intersection of John King Boulevard and SH-205, and take any action necessary.

- **p.202 5.** Discuss and consider adding a staff position and vehicle in the Street Department Budget to provide additional roadway cleanup services, and take any action necessary.
- p.205 6. Discuss and consider (re)appointments to city advisory boards, including the Animal Adoption Center/Shelter Advisory Committee, the Architectural Review Board, the ART Commission, the Historic Preservation Advisory Board and the Park Board, and take any action necessary.
- **p.207 7.** Discuss and consider continuation and oversight associated with the annual 4th of July parade, and take any action necessary.

#### XII. EXECUTIVE SESSION

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

- 1. Discussion regarding purchase or lease of real property / land acquisition in the vicinity of the downtown area for municipal purposes pursuant to Section § 551.072 (Real Property).
- 2. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission, Planning & Zoning Commission, and Board of Adjustments pursuant to Section 551.074 (personnel matters)

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

#### XIV. 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 § 551.086 (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 14<sup>th</sup> day of Aug., 2015 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

Date Removed

Monday, August 17, 2015 City Council Agenda Page 4



#### **CITY OF ROCKWALL, TEXAS**

MEMORANDUM

TO: Mayor and Council

FROM: Joey Boyd, Director of Internal Operations

DATE: August 14, 2015

SUBJECT: STAR Transit Report

Omega Hawkins, General Manager of STAR Transit, has requested an appointment with the City Council to give a report on STAR's activities and to discuss funding.

Included for your review is a presentation from STAR Transit that they will discuss at the Monday work session. Mr. Townsend and City Staff met with STAR on Thursday afternoon to discuss their report. As a result, the City requested additional information including: a breakdown of age for each purpose of ride, the total revenues and expenditures for Rockwall County, and specifics on STAR's private contracts with the Boys & Girls Club and the RISE.

STAR representatives indicated they would compile that information and provide it to the City Council on Monday, but notified the City on Friday afternoon that they would not have the information ready for the work session.

City staff and Council member Townsend will be at the work session and can answer any questions.



# Catch the STAR!

Presented: 8/17/15

# Agency Overview

- STAR Transit is a public transportation agency
- Providing service since 1980
- Management has over 100 years in combined transportation experience
- Over 150,000 rides per year
- Stellar safety record
- Operate 65 buses and employ 110 people
- Kaufman County, Rockwall County, Seagoville, Balch Springs and Mesquite
- 2014 Rural Transit Agency of the Year





## FY14 Agency Expenses





### FY14 Agency Sources of Revenue



### ST R TRANSIT

4

# FY15 Agency Budget

Description	Total
Budget Revenue	\$6,052,796
Budget Expenses	\$5,608,942

Total STAR Transit	Federal	STAR Transit
Capital Expense Projects	Contribution	Contribution
\$1,732,721.00	\$1,496,257.80	\$236,463.20

 \$93,568.85 of the Federal Contribution was Transportation Development Credits





# CURRENT SERVICE IN ROCKWALL COUNTY

### Current Service in Rockwall County

- Demand Response, Curb to Curb
- Launched under 2005 federal/state funding formulas
- 7 buses, 7 drivers
- 8 Hours per Bus per Day
- Monday through Friday
- County Service: 8:00 am 4:00 pm
- City of Rockwall Service: 6:00 am 6:00 pm
- 56 hours of transit service per day
- Fares range from \$1.00 \$15.00





### Rockwall County Rides

- 27,432 FY14 total trips
- 26,058 FY15 trips to date; projects to 30,000 trips



### FY14 Purpose of Rockwall County Rides



### FY15 (YTD) Purpose of Rockwall County Rides

EDU - Education		11,310
MED (Medical)		4,826
WRK (Work)	2,770	
OTH (adult-day care, beauty salon,	2,804	
MDE (Logisticare)	1,774	
SHP (Shopping)	1,710	
NUT (Senior Center)	785	
GOV (Government)	68	
NUR (Nursing Home)	8	
GEN (Genesis Center)	3	

0 2,000 4,000 6,000 8,000 10,000 12,000



### STAR Transit in Rockwall County

- Provides transportation for children, allowing parents to finish their work day commitments.
- Provides job access to working Rockwall residents; preventing unemployment due to the lack of reliable transportation.
- Provides one-of-kind access to preventative medical attention; giving the elderly independence and reducing medical expenses.
- \$15,000 Rockwall County contribution; no current year contributions from municipalities in Rockwall County.
- Critical Rockwall County public services services that save taxpayer dollars on other public services – are dependent on STAR Transit local funds and a combination of diminishing grant sources.



# FREQUENTLY ASKED QUESTIONS

- Q: How was STAR Transit's first service in Rockwall County funded?
- A: No local match was strictly required for Rural Transit Service from counties and municipalities in the mid-2000's; the non-federal portion was covered by a combination of STAR Transit, regional and state sources.
- Q: When did this change and why?
- A: Both the 2010 Census redefinition of land area in Rockwall from Rural to Urban and changes in Federal Transit formulas meant that local funds became crucial in FY13.



- Q: Why wasn't Rockwall County asked to cover the local match at the time of the change?
- A: The Regional Transportation Council managed the match issue with a combination of financial strategies.
- Q: Why is this changing now?
- A: STAR Transit was informed in April of 2015 that these regional strategies would expire in 2016.





- Q: What does the future hold?
- A: All STAR Transit area Counties and Municipalities will be asked to partner to cover this local match issue in an equitable manner; be aware the match issue varies by entity due to federal rules that segment the STAR Transit service area.
- Q: Will other counties and cities be asked to cover the gap between their local funding and their state/federal allocation?
- A: Yes. This discussion with Rockwall County is one of many for STAR Transit. Rockwall County local match stays in Rockwall County.



- Q: Is this change caused by STAR Transit's expansion into Mesquite?
- A: No, the Mesquite expansion is 100% fully funded by Mesquite. Use of STAR Transit's Federal/State allocations in Mesquite is illegal; nor does STAR Transit "flex" any local source funds to Mesquite.
- Q: Is STAR Transit leaving Rockwall?
- A: No, that's a rumor caused by the fact that an Adult Day Care/Rehab facility recently ended their bus service. STAR Transit continues to serve that facility and STAR Transit is here to stay.





# REALITY CHECK

## Reality Check

- Eligibility Changes
- Funding Changes
- Demographic Changes
- Partnership Changes
- Service Change







#### U.S. Census Bureau Urbanized Areas and Urban Clusters (2010)



20

**29** 

### Funding Sources

CLIENT	AREA	SERVICE	FUNDING AVAILABLE FOR CAPITAL	FUNDING AVAILABLE FOR OPERATING	LOCAL MATCHING FUNDS NEEDED	AMOUNT AVAILABLE OVER TIME
General Public	Rural Areas	Demand Response	\$\$	\$\$	\$	Ļ
General Public	Urban Areas	Demand Response	\$\$\$\$		\$\$\$	
General Public	Urban Areas	Fixed Route	\$\$\$\$	\$	\$\$	
Specialized Seniors, Disabled & Workers	Anywhere	Any type	\$	\$	\$	



### Old Federal Protocol



Human Services Trips

Service in Rockwall County and Kaufman County



### New Federal Protocol



STAR TRANSIT



# WHAT'S NEXT?

### Rockwall County Service Options

Current:7 buses; 56 hours per dayApproaching 30,000 trips per year

- FY16:8 buses; 64 hours per dayAim for 34,000 trips per year
- Future:Modify some Demand Response to Fixed RouteAdd a job access express service





### Demand Response and Fixed Routes

- Demand Response provides a high service with scheduled rides and curb to curb service; in some settings Demand Response offers the lowest cost per rider.
- Fixed Routes require the rider to come to the bus but offer a regular routine for access; in some settings Fixed Routes can offer the lowest cost per rider.
- Federal funding programs now encourage Fixed Routes when feasible and often provide a better operating match; even for systems that simply mix Fixed Routes and Demand Response service.



### Demand Response and Fixed Routes

- Current Demand Response data provides a guide to effective route planning.
- Fixed routes need time to mature and attract riders.
- Fixed routes can be designed and marketed as historic trolley car services to fit local tastes and set a brand name identity.
- Transitioning one or two buses to a fixed route or routes may be an improvement in service and an improvement in funding for Rockwall County.


## STAR Transit Partnership Program

### Introduction:

- DART and Fort Worth "The T" provide services primarily only after membership is established through a local sales tax election.
- STAR Transit has no current area-wide membership/partnership program whereby the provision of transit services to a geography is based on the requirement to first join the agency.
- STAR Transit provides services to some communities as a Texas Rural Transit District, service subsidized by 5311 funds.
- STAR Transit provides services to some communities based on Interlocal Cooperative Agreements, fees based on cost of service.
- This makes STAR Transit cash flow subject to Regional, State and Federal delays and requirements.





## STAR Transit Partnership Program

### Partnership and Cost of Service:

- Currently STAR Transit is flexing funds to support service areas with diminishing formula/grant funds.
- STAR Transit currently anticipates FY16 cost of service will average \$50.76 per hour.
- This equates to roughly \$68 per year for each transit favorable resident.
- STAR Transit anticipates that by April 2016; a 50% operating local match will be needed from a source or sources within Rockwall County.
- STAR Transit expects capital costs associated with Rockwall County will be covered in FY16.
- As service expectations grow, the need for a local match will increase.



### STAR Transit Partnership Approach

- Equity process can be applied to sharing transit costs in Rockwall County.
- Transit Favorable Residents are distributed throughout Rockwall County unincorporated areas, non-DART municipalities and the DART service area.
- Full cost of operating an 8 bus service in FY16 in Rockwall County will be \$812,160 (without operating grants and prior to capital expenses); shares for each partner can be calculated.
- Planning for change begins now; the transition will begin in FY16.
- STAR Transit will need full implementation in FY17.







# WHY PROVIDE TRANSIT?



# Why transit in the City of Rockwall?

Transit in a community like Rockwall is not mass transit for the general population. It is niche transportation serving special populations, purposes and needs.

Sample niche transit needs:

- Job Access and Individuals Transitioning to Work
- Child Disabled Dependents of Commuters
- Adult Disabled Dependents of Commuters
- Kids of Working Parents
- Individuals with Temporary Medical Issues
- Individuals with Long-Term Medical Issues
- Elderly Past the Driving Years





### Who uses transit in the City of Rockwall?

The "Go-Getter":

- Over 65; fiercely independent
- Active in the community/family/ church/business



- Suffers a medical episode that leaves him/her capable of participating in all the same functions but robs him/her of the ability to drive
- Wants to utilize transit to re-establish independence and participation after the medical episode
- Uses the system frequently



### Who uses transit in the City of Rockwall?

### The "Determined ":

- Over 18 years of age; dependent on parent(s) due to physical and/or mental health issues
- Has the ability to have a day to day independent routine
- Requires frequent trips to medical and/or mental health providers
- Needs the sense of independence and responsibility that comes from getting out, contributing and/or receiving needed care
- Not qualified to drive
- The primary care giver needs the support of a transit system so they can continue to maintain employment





### Who uses transit in the City of Rockwall?

### The "Sandwich Generation":

- Midcareer professional
- A single individual with family requirements to drive both the younger generation and the older generation
- Kids at home
- Parents living in home or independently
- Needs the freedom to assign some care giving trips to a transit partner







# REQUESTED DATA

City of Rockwal	l Destinations	s by Purpose	City of Rockwall Destinations by Purpose				
September 2	014 through J	une 2015	September 2014 through June 2015				
Purpose	Rockwall	Percentage	Purpose	Rockwall	Percentage		
EDU	260	1.09%	EDU	260	2.02%		
Boys/Girls Club	10,919	45.91%					
GEN	3	0.01%	GEN	3	0.02%		
GOV	59	0.25%	GOV	59	0.46%		
HOS	1	0.00%	HOS	1	0.01%		
Logisticare	1,028	4.32%	Logisticare	1,028	7.99%		
MED	4,141	17.41%	MED	4,141	32.19%		
MEL	3	0.01%	MEL	3	0.02%		
NUR	3	0.01%	NUR	3	0.02%		
NUT	714	3.00%	NUT	714	5.55%		
OTH	2,471	10.39%	OTH	2,471	19.21%		
SHP	1,579	6.64%	SHP	1,579	12.27%		
TST	5	0.02%	TST	5	0.04%		
WRK	2,594	10.91%	WRK	2,594	20.16%		
Uncoded	5	0.02%	Uncoded	5	0.04%		
Total	23,785	100.00%	Total	12,866	100.00%		



Note: Current Mapping System tends to assign some unincorporated areas and small city edges to the City of Rockwall; on-going mapping system update is designed to correct this issue.



### Popular Individual Destinations

### Sample Rockwall County

September 2014 through June 2015

	Total Annual Trips
Boys and Girls Clubs	10,919
Destinations Outside Rockwall County	2,259
WalMart	660
YMCA	491
Lakes Regional MHMR	371
Day Hab	226
Kroger	191
Pharmacy	69



### Unduplicated Riders by Month

City	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Average	Percent
Fate	7	4	7	8	7	8	5	4	4	4	6	2%
Heath	5	7	22	18	6	4	5	4	4	6	8	3%
McClendon	1	0	0	0	0	0	0	0	0	0	0	0%
Mobile City	0	0	1	0	0	0	0	0	0	0	0	0%
Rockwall	215	178	194	222	184	192	192	206	186	121	189	81%
Rowlett	6	5	7	7	5	5	5	4	2	3	5	2%
Royse City	25	6	24	26	26	30	35	25	23	28	25	11%
Total	259	200	255	281	228	239	242	243	219	162	233	

### Unduplicated Riders by Year

	Annual Total	Percent
Fate	26	5%
Heath	26	5%
McClendon	1	0%
Mobile City	1	0%
Rockwall	423	75%
Rowlett	14	2%
Royse City	74	13%
Total	565	



## Summary of Originations

### **Rockwall County**

City	No. of Originations	%
Fate	156	1.03%
Heath	445	2.94%
McLendon - Chisholm	1	0.01%
Mobile City	1	0.01%
Rockwall	12,866	84.96%
Rowlett	590	3.90%
Royse City	1,075	7.10%
Wylie	9	0.06%
Total Originations	15,143	100.00%

Boys and Girls Club (All City of Rockwall) Excluded







# ESTIMATED ANNUAL COST

### Estimated Annual Cost

Expenditure Description	Local Portion	<b>Required Grant Funding</b>	Total	
FY16 Operations (8 Bus Option)	\$406,080	\$406,080	\$812,160	
Capital Requirements	Assume Grant Funding	T.B.D.	T.B.D.	

#### **Cost Share Considerations:**

- STAR Transit will cover the 1<sup>st</sup> six months (Sept '15–April '16) of the local portion in FY16 only -\$203,040
- STAR Transit needs partners from Rockwall County to provide the 2<sup>nd</sup> six months (May '16–Aug '17) of FY16 \$203,040
- City of Rockwall share of current trip originations 84.96%
- If Rockwall County partners allocate shares by trip origin, the city of Rockwall's share in FY16 would be \$172,502.78.
- STAR Transit needs partners from Rockwall County to provide 12 months of local match in FY17 and beyond.





### Next steps for Rockwall County Partners

- Consider policies and procedures for STAR Transit in Rockwall County.
- Consider funding allocations/funding partnerships for STAR Transit in Rockwall County.
- Find a solution that continues high quality, niche public transit for the City of Rockwall and Rockwall County residents who rely on STAR Transit for their transportation needs.







# Questions?



# Thank You!

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#### **MEMORANDUM**

TO: Rick Crowley, City Manager

FROM: Timothy M. Tumulty, Director of Public Works/City Engineer

DATE: August 12, 2015

SUBJECT: Drainage Report – June 21, 2015 Flooding Report Update

On Sunday, June 21, 2015, the City of Rockwall received heavy amounts of rainfall with the heaviest amounts occurring north of IH 30. The rain storm sat over the northern portion of the City for almost two hours and created several road closures and flooding of residential structures. Staff has visited each flood complaint site. We visited various property owners to obtain information related to each situation. Staff has put the information on a City Base Map and continues to determine causes for the flooding and potential solutions.

Staff wishes to provide City Council an update during the August 17<sup>th</sup> Council Work Session to show the flooding issues and obtain direction to work towards a resolution.

If you have any questions, please advise.

TMT:em

Cc:

Amy Williams, Assistant City Engineer Jeremy White, Civil Engineer File

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2 3	ROCKWALL CITY COUNCIL
3 4	Monday, August 03, 2015 4:00 p.m. Regular City Council Meeting
5	City Hall - 385 S. Goliad, Rockwall, Texas 75087
6	
7	
8	I. CALL PUBLIC MEETING TO ORDER
9 10	Mayor Pruitt called the meeting to order at 4:00 p.m. Present were Mayor Jim Pruitt,
11	Mayor Pro Tem Dennis Lewis and City Council Members David White, John Hohenshelt,
12	Scott Milder and Kevin Fowler. Also present were City Manager Rick Crowley and
13	Assistant City Managers Mary Smith and Brad Griggs, as well as City Attorney Frank
14 15	Garza. Council Member Mike Townsend was absent from the meeting.
16	II. Work Session
17	
18	1. Hold a work session to hear a presentation by Doug Duffie LLC
19	representing First Texas Homes to request consideration of a 380
20	Agreement for Use Taxes, and take any action necessary.
21	Doug Duffie
22	1816 Grosvenor Green
23 24	Colleyville, TX 76034
25	Mr. Duffie came forth and shared details pertaining to a proposed 380 agreement
26	regarding use taxes. Briefly, he explained that First Texas Homes and their construction
27	subs currently pay sales tax on home building materials at the point of sale rather than at
28	point of use. For example, if First Texas Homes purchases Acme Brick the sales tax is
29 30	paid either to Dallas or to Denton where their sales offices are located instead of in Rockwall where the home is being built. Mr. Duffie has said that he has researched their
30 31	suppliers and none of them are located in Rockwall. First Texas Homes proposed to
32	change this by altering their accounting systems and paying Use Tax rather than sales
33	tax. For the effort and expense to alter their systems and processes, they are asking for
34	40% of the Use tax paid to the City. Several area cities have entered into this kind of
35	agreement, Rowlett several years ago with DR Horton, and Frisco has agreements with
36	several builders. Frisco is considering an agreement with First Texas Homes at this time.
37 38	Mayor Pro Tem Lewis asked Mrs. Smith, Finance Director / Assistant City Manager, what
39	disadvantages may exist concerning such arrangement. Mrs. Smith indicated that so far
40	she has not been able to identify any. Mr. Crowley, City Manager, shared that the city
41	attorney has advised that entering into this 380 agreement with First Texas Homes does
42	not set a precedence that would mean the council has to enter into a similar agreement
43 44	with any and all future builders who may request such. Instead, the council may pick
44 45	and choose with which builders it would like to enter such agreements.
43 46	Regarding the terms of the agreement. Mr. Duffie indicated that his company tries to

Regarding the terms of the agreement, Mr. Duffie indicated that his company tries to
 utilize the same terms regardless of the city with which they're entering into such
 agreement.

49 Council generally indicated that it would like staff to check into this further to ensure all 50 is okay with such agreement and then bring an Action Item back to the council for 51 consideration at the next city council meeting.

- 52
- 53 54
- 2. Hold work session to discuss and consider the city budget, and take any action necessary.

55 City Manager Rick Crowley and Assistant City Manager Mary Smith provided background 56 information related to this agenda item. He indicated that he would like direction from 57 Council regarding if they would like to see him present a budget that is based on future adoption of the current effective rate or the current tax rate. Mayor Pro Tem Lewis 58 indicated that he would like to see a budget presented by staff at the upcoming budgets 59 retreat that reflects the current "effective tax rate." Councilmember Hohenshelt indicated 60 61 that he is unsure what direction to provide to staff regarding which rate he would like to 62 see associated with the budget proposal that is brought forth. He indicated he is inclined 63 to suggest we should spend less, so he is not prepared to provide a firm answer on the 64 matter at this time. Mayor Pruitt indicated that he is fine with staff presenting a budget that reflects the "effective tax rate." Councilmember Milder expressed concern about 65 continually adopting the 'effective tax rate' in lieu of raising the proposal to reflect the 66 current 'tax rate' solely because funds generated year by year have increased. 67 Generally, he feels that this could eventually prove to be a dangerous practice. Milder 68 expressed he would like to see both budget proposal options presented - a budget 69 reflecting the "effective tax rate" and one reflecting the "current tax rate." Mr. Crowley 70 71 acknowledged having received sufficient direction from the Council at this time. No 72 action was taken following discussion of this item.

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75 At 4:38 p.m. Mayor Pruitt read the below listed items into the public record before 76 recessing the meeting into Executive Session.

- 78 III. EXECUTIVE SESSION.
  - THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:
- 83
   84
   85
   1. Discussion regarding Economic Development prospects pursuant to Section 551.087 (Economic Development)
- B6
   Discussion regarding purchase or lease of real property / land acquisition in the vicinity of the downtown area for municipal purposes pursuant to Section § 551.072 (Real Property).
- Biscussion regarding possible settlement of City of Rockwall v. Temunovic Partnership, LTD.,
   Case No. 1-14-878; 382nd District Court of Rockwall, Texas pursuant to Section 551.071
   (Consultation with Attorney).
- 91
   92
   93
   4. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission, Planning & Zoning Commission, and Board of Adjustments pursuant to Section 551.074 (personnel matters)
- 94 IV. ADJOURN EXECUTIVE SESSION
- 96 Executive Session was adjourned at 5:35 p.m.
- 97

- V. 98 **RECONVENE PUBLIC MEETING (6:00 P.M.)**
- 99

104

100 Mayor Pruitt reconvened the public meeting at 6:00 p.m. with all city council members 101 except Councilmember Townsend present.

- 102 103 VI.
  - TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

105 Mayor Pro Tem Lewis made a motion to settle the City of Rockwall v. Temunovic Partnership Condemnation litigation case (Case No. 1-14-878; 382nd District Court of 106 107 Rockwall), for \$120,000.00 and to authorize execution of all documents necessary to 108 settle the case and transfer ownership of the Justin Road right-of-way to the city. 109 Councilmember White seconded the motion, which passed by a vote of 6 ayes with 1 110 absent (Townsend). 111

- 112 VII. INVOCATION AND PLEDGE OF ALLEGIANCE – MAYOR PRO TEM LEWIS
- 114 Mayor Pro Tem Lewis delivered the invocation and led the Pledge of Allegiance.
- 116 VIII. **OPEN FORUM**
- 117 118 Mayor Pruitt explained how Open Forum is conducted and asked if anyone in the 119 audience would like to come forth and speak at this time.
- 120

113

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- 121 Martin Ramirez
- 122 **Rockwall County EMS**
- 809 South Goliad 123
- 124 Rockwall, TX 75087
- 125

126 Mr. Ramirez came forth and provided comments related to the issue of 'ambulance 127 exclusivity.' He stated he is a Rockwall native and most of his family and friends live 128 here. He generally indicated a willingness and proactive effort to work with Presbyterian Hospital of Rockwall to work out any differences that exist between Rockwall County 129 130 EMS and the hospital. He indicated that his company has offered to park an ambulance 131 at the hospital, but the offer has not been accepted. He again offered that his company is willing to do so. He spoke to allegations that have been previously made regarding 132 133 "bypassing" Presby Rockwall (patient diversion), offering various reasons why an 134 ambulance crew may elect to do so. He went on to state that in 2014, 2,020 patients were transported to Presby, while 1,461 were taken to Lakepointe Hospital. 135 He further 136 indicated a willingness to sit down with Presbyterian Hospital of Rockwall to try and 137 address their concerns.

- 138
- 139 **Cindv Paris**
- 140 762 Black Oak Lane
- 141 Rockwall, TX 75032
- 142

143 Mrs. Paris came forth and indicated that she is the President and CEO of Presbyterian 144 Hospital of Rockwall. She spoke regarding the 'exclusivity of ambulance service' in the 145 city. She explained that she is an RN and she arrived to work at the hospital here in 146 Rockwall before it was officially opened. She indicated a desire to have safe medical 147 care in the community, and she has ongoing concerns regarding Rockwall County EMS' ability to meet the demands associated with rapid growth. She shared that the hospital 148

149 has met with Rockwall County EMS many times in the past, but the hospital has seen no 150 improvement regarding concerns that have been expressed. Also, the hospital has never 151 denied Rockwall County EMS' offer to park an ambulance on their hospital campus. She explained that this issue was placed on a 'future follow up' action plan but that it has not 152 vet been followed up on. She explained that everyone at the hospital would agree that 153 Rockwall County EMS provides quality care to members of the community, and she 154 155 indicated that the hospital will continue to call Rockwall County EMS first simply because they are the closest and they are known to provide good care to their patients. 156 157 The hospital's main concerns center around patient transports to higher level care 158 facilities in both urgent and emergent situations. She generally urged the council to make a very informed decision before acting upon the exclusivity ordinance at hand. 159 160

#### 161 IX. CONSENT AGENDA

- 1631.Consider approval of the minutes from the July 20, 2015 regular city<br/>council meeting, and take any action necessary.
- 165 2. **Z2015-020** - Consider approval of an **ordinance** for a request by Wayne Mershawn of Mershawn architects on behalf of Rex Walker of Life 166 Springs Church for a Specific Use Permit (SUP) for a church in an 167 168 Agricultural (AG) District for a seven (7) acre portion of a larger 28.881acre tract of land identified as Tract 15-01 of the J. Strickland Survey. 169 Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned 170 Agricultural (AG) District, situated within the SH-205 By-Pass Corridor 171 172 Overlay (SH 205 BY-OV) District, located on the north side of John King Boulevard east of the intersection of John King Boulevard and SH-205, 173 174 and take any action necessary. (2nd Reading)
- 175 3. **Z2015-021** - Consider approval of an ordinance for a request by Sam 176 Ellis on behalf of the owner, the George Dewoody Estate, for a Specific 177 Use Permit (SUP) for a daycare facility in an Agricultural (AG) District for a two (2) acre parcel of land identified as Lot 1 of the Dewoody Addition, 178 City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) 179 District, situated within the North SH-205 Corridor Overlay (N SH-205 OV) 180 District, addressed as 3011 N. Goliad Street [SH-205], and take any 181 action necessary. (2nd Reading) 182
- 1834.**Z2015-022** Consider approval of an ordinance for modifications to184Article IV, Permissible Uses, and Article V, District Development185Standards, of the Unified Development Code for the purposes of creating186a standard for cultured stone, and adding standards for a Portable187Beverage or Food Facility, and take any action necessary. (2nd Reading)
- 188 5. P2015-029 - Consider approval of a request by Maria Bonilla of Winkelmann & Associates on behalf of Mark Matise of Makko Goliad I, LP 189 190 for the approval of a replat for Lots 1, 2 & 3, Block A, Kroger 205 Addition being a replat of 11.236-acre tract of land identified as Lots 2 & 3. Block 191 A. Quail Run Retail Addition. City of Rockwall. Rockwall County. Texas. 192 zoned Planned Development District 5 (PD-5) for General Retail (GR) 193 194 District land uses, situated within the North SH-205 Overlay (N. SH-205 OV) District, located at the southeast corner of E. Quail Run Road and 195 196 SH-205, and take any action necessary.

- 1976.P2015-031 Consider approval of a request by Mike Whittle on behalf of198Rockwall Rental Properties, LP for the approval of a replat for Lot 13,199Block 2, Alliance Addition, Phase 2 being a 0.571-acre parcel of land200identified as Lot 4, Block 2, Alliance Addition, City of Rockwall, Rockwall201County, Texas, zoned Planned Development District 57 (PD-57) for202Commercial (C) District land uses, addressed as 6540 Alliance Drive, and203take any action necessary.
- 204 7. P2015-032 - Consider approval of a request by Cameron Slown of FC 205 Cuny Corporation on behalf of Lowdent LLC, Hall and Lee Land Company LLC, and Temunovic Partnership LTD for the approval of a 206 207 replat for Lots 4, 5 & 6, Block A, Temonovic Addition being a 2.582-acre tract of land currently identified as Lots 1, 2 & 3, Block A, Temunovic 208 209 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses, 210 situated within the Scenic Overlay (SOV) District, addressed as 1320 & 211 212 1350 Summer Lee Drive, and take any action necessary.
- 213 8. P2015-033 - Consider approval of a request by Cameron Slown of FC Cuny Corporation on behalf of Tom Kirkland of Lakefront Trail Rockwall 214 215 Hotel, LP for the approval of a replat for Lot 1, Block A, Marriott Addition being a 2.968-acre tract of land identified as a portion of Lot 3A, Block A, 216 Shoreline Plaza Addition and all of Lot 1-1, Block A, Henry Africa 217 218 Subdivision, City of Rockwall, Rockwall County, Texas, zoned Planned 219 Development District 32 (PD-32), situated within the IH-30 Overlay (IH-30 OV) District, located at the southeast corner of the intersection of the IH-220 221 30 Frontage Road and Lakefront Trail, and take any action necessary.
- 2229.Consider authorizing the City Manager to execute a purchase order with223Freedom CDJR for the purchase of a 2015 Dodge Charger for Police224Traffic Division in the amount not to exceed \$36,000 to be funded by225General Fund Reverses, and take any action necessary.
- 226 **Councilmember Milder pulled item #9 for further discussion.**

227

231

Mayor Pro Tem Lewis made a motion to approve the remaining consent agenda items (#1, 2, 3, 4, 5, 6. 7 and 8). Councilmember White seconded the motion. The ordinances were read as follows:

**CITY OF ROCKWALL, TEXAS** 

232 **ORDINANCE NO. 15-21** 233 **SUP NO. 139** 234 235 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, 236 AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROCKWALL, 237 TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT 238 TO ALLOW FOR A "CHURCH" WITHIN AN AGRICULTURAL (AG) DISTRICT, BEING 239 A 7.00-ACRE PORTION OF A LARGER 28.881-ACRE TRACT OF LAND IDENTIFIED AS TRACT 15-01 OF THE J. STRICKLAND SURVEY, ABSTRACT NO. 187, AND 240 GENERALLY LOCATED ON THE NORTH SIDE OF JOHN KING BOULEVARD EAST 241 242 OF THE INTERSECTION OF JOHN KING BOULEVARD AND SH-205, CITY OF 243 ROCKWALL, ROCKWALL COUNTY, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR SPECIAL 244 245 CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM 246 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, TEXAS ORDINANCE NO. 15-22 SUP NO. 140
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR A "DAYCARE FACILITY" WITHIN AN AGRICULTURAL (AG) DISTRICT, BEING A 2.00-ACRE PARCEL OF LAND IDENTIFIED AS LOT 1 OF THE DEWOODY ADDITION, AND LOCATED AT 3011 NORTH GOLIAD STREET, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; 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, TEXAS ORDINANCE NO. 15-23
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING SECTIONS 1.1 & 2.1.6 OF ARTICLE IV, PERMISSIBLE USES, AND SECTION 6 OF ARTICLE V, DISTRICT DEVELOPMENT STANDARDS; 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 6 in favor with 1 absent (Townsend). Regarding Consent Agenda item #9, Councilmember Milder expressed concern regarding purchase of a police vehicle now in lieu of waiting to address this need during the upcoming budget discussions for next fiscal year. Mr. Crowley explained that this
particular item is related to replacement of a vehicle that the department had that has become unusable. However, if the council would prefer to hold off on this item until during the budget process, Mr. Crowley indicated that doing so is certainly understandable and doable. Mr. Crowley indicated that last year, the Police Department neither requested nor received any funding for new vehicles.
After brief comments from Chief Riggs, Mayor Pruitt made a motion to authorize the City Manager to execute a purchase order with Freedom CDJR for the purchase of a 2015 Dodge Charger for Police Traffic Division in the amount not to exceed \$36,000 to be funded by General Fund Reverses. Councilmember White seconded the motion, which passed by a vote of 5 in favor, 1 against (Milder), and 1 absent (Townsend).

- **301 X. APPOINTMENTS**
- 302 303

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1. Appointment with the Planning and Zoning Chairman to discuss and answer any questions regarding cases on the agenda and related issues and take any action necessary.

306 Mr. Renfro briefed the council on recommendations of the Commission relative to Public 307 Hearing Item #1 (Double Eagle Properties). He generally pointed out that the P&Z 308 Commission initially recommended that this case be voted down (they voted against it). 309 However, the developer has since gone back and reworked the plans and is now bringing back a revised plan for the council to consider at this meeting. He pointed out that the 310 311 revised plans do seem to have taken into account the P&Z's comments, and the 312 applicant has made what appear to be 'significant changes' to the plan. After brief, additional comments, the Council took no action related to this agenda item. 313

3142.Appointment with Jim Lambeth of Linebarger, Goggan, Blair & Sampson315LLP to present information regarding a bid received for delinquent316property taxes at 464 Evans at an amount less than the outstanding317taxes, and take any action necessary.

318 Mr. Lambeth came forth and briefed the Council on this agenda item. He indicated that 319 this property was recently involved in a judicial foreclosure procedure. A recent iudgement on this property took place, and the property was struck off the tax rolls to the 320 321 City of Rockwall. The Rockwall Housing Development Corporation has submitted a bid 322 for \$6,000 to try and rehabilitee the property. The total judgement was for \$13,290.00, and the adjudged value of the property is \$19,670.00. He explained that the County had 323 324 this item on its agenda last week, and they approved it. Furthermore, it is expected that 325 the RISD will vote on the item next week as well. 326

- Mayor Pruitt made a motion to accept/approve the proposed \$6,000.00 bid. Councilmember White seconded the motion, which passed unanimously of those present (6 ayes with Townsend absent).
  - **3.** Appointment to hear presentation from Mark Spencer of MHS Planning and Design regarding The Park at Stone Creek development plan, and take any action necessary.

334 Mr. Spencer came forth and showed conceptual plans to the City Council concerning 335 proposed design associated with the Park at Stone Creek. Assistant City Manager Brad 336 Griggs indicated that if the council agrees to approve this item, then staff and Mr. 337 Spencer and staff would move forward with construction plans and associated bid 338 Mayor Pro Tem Lewis made a motion to approve the design plan, as documents. 339 presented, for the Park at Stone Creek. Councilmember White seconded the motion. 340 After brief comments, the motion passed by a vote of 6 in favor with 1 absent 341 (Townsend).

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- XI. PUBLIC HEARING ITEMS
- 3451.**Z2015-016** Hold a public hearing to discuss and consider approval of an346ordinance for a request by Stacey McVey of Double Eagle Properties on347behalf of the owner 308 ON 276 LP for a zoning change from an Light348Industrial (LI) District to a Planned Development District for Single Family34910 (SF-10) and General Retail (GR) District land uses, on a 316.315-acre

350tract of land identified as Tract 1 of the M. E. Hawkins Survey, Abstract351No. 100, City of Rockwall, Rockwall County, Texas, zoned Light Industrial352(LI) District, located at the northeast corner of the intersection of Rochelle353Road and SH-276, and take any action necessary. (1st Reading)

354 Ryan Miller, Planning & Zoning Director, provided Council with background information 355 related to this agenda item. The applicant is proposing 507 single family lots with 1.65 356 units per acre on a 316 acre tract of land near the intersection of SH-276 at Rochelle 357 Road. Nine acres of commercial retail would be included in addition to the residential 358 Along with the commercial / retail, the applicant is asking for Hotel/motel, lots. restaurant with drive-in/drive-thru service and a retail store with gasoline sales to be 359 360 permitted by right. He explained that the council would have the ability to review those developments before they are actually submitted for site plans due to this being a 361 362 proposed PD (planned development district) development. He went on to explain that the development would include an amenity center and a 55 acre park, which would include a 363 364 Soil Conservation Commission pond. The 507 single family lots will consist of a mixture 365 of 60', 70' and 80' lot sizes and an overall, average lot size of about 7,600 square feet. A mix of j-swing and front-entry products is being proposed, so the applicant is asking for 366 367 a waiver to the city's rear entry / alleyway requirement, and they are requesting a setback 368 variance associated with how far back the garage doors would be placed from the front 369 property line (versus the front most part of the structure). He generally indicated that the 370 applicant has pretty much addressed all of the Planning & Zoning Commission's previously expressed concerns when the plan was first brought forth, including 371 372 infrastructure improvements to Rochelle Road and Discovery Boulevard. He explained 373 that the city's future land use map currently shows this property to be slated for an 374 'employment office.' However, if the council approves the applicant's request this 375 evening, the future land use map would need to be updated to designate it for low 376 density residential / commercial. Nineteen notices were sent out to adjacent property 377 owners and residents located within 500' of the subject property. One notice was received back in favor of the request. In addition, two Rockwall citizens (outside of the 378 379 notification area) also wrote e-mails expressing support of this item. The P&Z 380 Commission did previously make a recommendation to deny the case by a vote of 5 to 2; 381 however, that was before numerous changes were made to the proposed plan. In 382 addition, approval of this item will require a <sup>3</sup>/<sub>4</sub> majority vote of the Council for approval 383 this evening (five out of the six council members currently present this evening).

384

Joel Steed, who indicated he represents the applicant, came forward and addressed the council at this time. He explained that he and his wife have owned property in Rockwall for about twenty-three years. They also live here and moved his law firm from Dallas to Rockwall some years ago. After thanking members of Council, the P&Z Commission, and staff, Mr. Steed went on to briefly explain the plans that the applicant is now proposing associated with this requested zoning change.

- 391
- 392 Craig Carney
- 393 Carney Engineering
- 394 **4588 Hinton Drive**
- 395 **Plano, TX**
- 396

Mr. Carney came forth and briefed the Council on various, proposed aspects of the project, should the zoning change be approved by the Council this evening. He explained that the details of the plan presented this evening really do reflect changes that were made as a result of taking into account concerns expressed by the Planning &
 Zoning Commission. He shared details concerning things such as the park/open space,
 streets, lot sizes, and commercial aspect of the proposed project.

- 403 404 Mr. Steed again came forth and shared a lot of details related to the history of this piece 405 of land as well as the proposed zoning change. He expressed that he understands that if 406 the council changes the zoning on this property, it means that the overall amount of 407 Light Industrial zoned land will be decreased. However, he believes that the land that is 408 'lost,' so-to-speak, can be easily replaced. He shared that the land has been zoned "Ll" 409 for about ten years, and it was zoned "AG" prior to that time period. He does not believe 410 this piece of property is conducive to "light industrial" because of the flood plain.
- 411
- 412 Mr. Byron Prescott
- 413 **1935 Creekside Drive**
- 414 Rockwall, TX
- 415

416 Mr. Prescott indicated that he is from a law firm out of Dallas (Sheef and Stone), and he 417 represents the applicant. He explained that about three potential buyers have expressed 418 interest in purchasing this property over the years, but none of those potential buyers 419 have been interested in developing it for light industrial. So, the owner hired David 420 English (realtor) to try and market the property for its highest and best use.

- 421 422 David English
- 423 Ridgepointe Commercial Realty
- 424 **2255** Ridge Road, **#208**
- 425 Rockwall, TX
- 426

427 Mr. English provided comments pertaining to the real estate aspects of the property. He 428 indicated that some time ago, the REDC was approached about possibly purchasing this 429 land; however, they indicated a disinterest in purchasing it due to the flood plain that is 430 present on the property. He also asked some other potential buyers about their interest 431 in the property; however, those individuals were not interested either. He believes this project may be the 'highest and best use' for the property given the past history and 432 circumstances surrounding this property (including the flood plain) and the length of 433 434 time it's been sitting vacant.

- 435
- 436 Mr. Joel Steed
- 437 1010 Ralph Hall Parkway
- 438 Rockwall, TX
- 439

440 Mr. Steed again came forth and offered extensive comments and information regarding
 441 various aspects of the applicant's request.

442

Mayor Pro Tem Lewis offered brief comments related to 'big truck' traffic on Discovery for trucks delivering into/out of the Tech Park. He expressed concerns about how the developer may be able to ensure that initial and future home buyers know, with certainty, that there will very likely be a warehouse located adjacent to their homes/neighborhood and associated truck traffic. Mr. Steed indicated that information would be included in the new homeowner packets as well as written into the DCRs (deeds covenants and restrictions). Mayor Pruitt asked if the 9 acres of proposed "commercial" area is included in the
 density calculations of the residential lots. The applicant indicated that the residential
 density calculation did not include the 9 acres of commercial.

455 Councilmember Hohenshelt asked what sort of future notifications might take place 456 someday in the future if and when someone wants to construct a warehouse adjacent to 457 this residential area. Mr. Miller indicated that there would be no notifications as long as 458 there was no change in zoning taking place. The developer, in that case, would just need 459 to meet requirements associated with residential adjacency (i.e. buffers, landscape 460 screening).

461

462 Councilmember Milder asked for clarification regarding which fire station would service 463 this neighborhood. Chief Poindexter indicated that Fire Station #4 and #1 would serve 464 this area until the station that would ultimately serve this area could be built. He 465 explained that the REDC previously dedicated some land to the city on Springer Road 466 near Rochelle Road for use as a future fire station.

467

468 Mayor Pruitt opened the public hearing and asked if anyone would like to come forward 469 and speak at this time.

470

471 Matthew Nielsen

472 676 St. Johns Place

- 473 Rockwall, TX 75087
- 474

475 Mr. Nielsen came forth indicating that he is speaking on behalf of the REDC, as he is currently a member of the REDC board. He indicated that he used to serve on the 476 Planning & Zoning Commission in years past. He offered comments in favor of keeping 477 478 this property zoned light industrial, as it makes the most sense since it is already located 479 contiguous to the existing "LI" land located in the Tech Park. He expressed skepticism 480 that someone would be willing to spend \$700,000+ on a home that is located so near 481 warehouses and industrial type facilities. He acknowledged that the existing flood plain does present a bit of a hurdle for warehouse type facilities; however, he believes that 482 483 "Class A office space" could likely be placed nicely on this property. He believes that if 484 the Council changes the zoning, it will cut off the ability for that area to continue to be developed as an economic development corridor. He explained that he believes the 485 486 developer has likely put a lot of thought into this proposal. He has no animosity towards 487 the applicant and believes this development may work out well somewhere else in the 488 city; however, from a zoning standpoint, he explained that the REDC is strongly opposed 489 to this zoning change request on this particular piece of property. Councilmember White 490 asked if Mr. Nielsen's comments are representative of the 'official position' of the REDC. 491 Mr. Nielsen indicated that, yes, his comments do represent the sentiments of the full 492 REDC board. Councilmember Hohenshelt asked for clarification regarding any vote that 493 took place on the part of the full REDC board. Mrs. Franza, REDC President/CEO, came 494 forth and generally indicated that a vote was taken at a May 14, 2015 REDC board 495 meeting in which the board expressed opposition to the proposed zoning change. She explained that this action was taken following a May 6 Planning Committee meeting. Mr. 496 Nielsen expressed large concern, again, regarding future residents being admittedly 497 opposed to "light industrial" (i.e. warehouses) being constructed right next door to their 498 499 homes. 500

501 Councilmember Milder expressed concern about him not having had knowledge that the 502 REDC was officially opposed to the zoning change, while all along the developer was 503 going back and making a lot of changes to the plan and investing a lot of time and effort 504 in doing so after a June work session was held between the developer and the City 505 Council.

506

After various comments, Mrs. Franza indicated that a "corporate campus" might be a good use of this property as a transitional use prior to the introduction of nearby residentially zoned land. Councilmember White asked for clarification regarding if the REDC does or does not wish to purchase this land. Mr. Nielsen clarified that the REDC does not wish to personally purchase this land; however, he does not believe that whether or not the REDC wishes to purchase this particular "LI" land should determine the appropriate zoning.

- 515 **Mayor Pruitt called for a break at 7:42 p.m., indicating that the public hearing will** 516 **continue after the meeting reconvenes.** 517
- 518 Mayor Pruitt called the meeting back to order at 7:55 p.m.
- 519

514

- 520 Stacy McVey
- 521 **7218 Lakewood**
- 522 Dallas, TX 75214
- 523

524 Mr. McVey, applicant, came forth and provided comments, generally indicating that in the 525 research they have done, the property owner did not ever have a desire for the property 526 to be zoned "Ll." The three past purchase inquiries were all from potential buyers 527 expressing 'residentially zoned' desired uses for this property. 528

529 Craig Renfro of the Planning & Zoning Commission came forth and asked how many 530 buyers have approached the property owners to date. The developer indicated that no 531 buyers have approached the owners expressing a desire to buy it for the purpose of developing it as "light industrial." Mr. Renfro went on to comment that the economy has 532 seen a notable slump and downturn over the last ten years; however, it seems as though 533 534 the economy is now on an 'up tick.' He suggested that if the council approves this zoning change request, it could possibly inhibit the Tech Park from ultimately becoming 535 536 what it could possibly be in future years. He also questioned why the developer could 537 not take his residential/commercial development somewhere else in the city.

538

539 Mr. English, the realtor associated with the project, indicated that no commercial 540 campuses have been brought forth from any potential buyers associated with this 541 property. He indicated that they did try to market the land as 'light industrial;' however, 542 there was never any interest at all from buyers it when it was marketed as "LI."

- 543 544 **Mr. John White**
- 545 **1929 S. Lakeshore Drive**
- 546 Rockwall, TX
- 547

548 Mr. White indicated that he does not believe how long a property has sat on the market 549 should be a driving factor as to what its zoning should be. He expressed general support 550 of the REDC, indicating that the REDC is a viable representation of the citizens of 551 Rockwall, as the citizens voted on establishing the REDC years ago. He stated that he is 552 opposed to rezoning the land and he agrees with the REDC's sentiments.

553

554 Mr. Joel Steed

555 **3065 N. Goliad Street** 

556 **1010 W. Ralph Hall Parkway** 

- 557 Rockwall, TX
- 558

559 Mr. Steed came forth again and pointed out that there are existing residential homes east 560 and south of this property. He stated that the homes that are proposed to be built will be 561 nice homes. He generally encouraged the city to be good stewards of tax payer dollars, 562 and he pointed out that this particular property has not made any money for the city as it 563 has been sitting vacant for thirteen years. He shared that the owner would really like to 564 sell this piece of property, and he has been trying to do so for a number of years as it has 565 sat in trust.

566

575

567 Councilmember Hohenshelt made a motion to table Z2015-016 until the city council has 568 an opportunity to complete its strategic plan. Councilmember Milder seconded the 569 motion. Council commented that the estimated timeframe for completing this plan is 570 approximately six weeks. Councilmember White offered comments, expressing full 571 support for this zoning change. 572

- 573 Councilmember Milder expressed support for delaying action on this item until the 574 council has time to consider it further.
- 576 **The motion failed by a vote of three in favor with three against (Pruitt, Fowler, Lewis).**

577 578 Councilmember White made a motion to approve Z2015-016. Mayor Pruitt seconded the 579 motion. Councilmember Milder expressed that he believes allowing six weeks for the 580 council to finish its strategic plan and be better prepared to make an informed decision is 581 not too much to ask. After the comments, the motion to approve the zoning change 582 passed by a vote of 5 in favor with 1 against (Milder) and one absent (Townsend). The 583 ordinance was read into the record as follows:

#### 584 585 CITY OF ROCKWALL 586 **ORDINANCE NO. 15-XX** 587 588 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE 589 590 CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO CHANGE THE 591 ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO A PLANNED 592 **DEVELOPMENT DISTRICT FOR SINGLE FAMILY 10 (SF-10) AND GENERAL RETAIL** 593 (GR) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 316.315-594 ACRE TRACT OF LAND IDENTIFIED AS TRACT 1 OF THE M. E. HAWKINS SURVEY, 595 ABSTRACT NO. 100, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A' & EXHIBIT 'B'; PROVIDING FOR 596 597 SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; 598 599 PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER 600 CLAUSE; PROVIDING FOR AN EFFECTIVE DATE. 601

- 603 XII. ACTION ITEMS
- 604
- 605 606
- **1.** Discuss and consider Construction Manager at Risk process for The Park at Stone Creek development, and take any action necessary.

# Assistant City Manager Brad Griggs provided background information related to this agenda item. Councilmember Milder made a motion to approve the Construction Manager at Risk process as recommended by staff. Councilmember White seconded the motion, which passed by a vote of 6 ayes with 1 absent (Townsend).

- 611
- 6122.A2015-002 Discuss and consider initiating a development agreement613with Joey Howell, in accordance with Chapter 212 of the Texas Local614Government Code, for a property identified as Tract 18 & 18-01 of the S.615McFadgin Survey, Abstract No. 142, Rockwall County, Texas, being a616~98-acre tract of land situated within the City of Rockwall's Extraterritorial617Jurisdiction (ETJ), located south of SH-276 on the east side of FM-548,618and take any action necessary.

619 **Mayor Pruitt expressed that Councilmember Hohenshelt has recused himself from this** 620 **item and has filed an affidavit with the City Secretary accordingly.** 

621 Planning Director Ryan Miller provided background information related to this agenda 622 item. He explained that the city attorney and the applicant. Joey Howell, have worked on revising the agreement that was included in the council members' meeting packet. An 623 624 updated version, which reflects some revised setbacks, has been provided to the city council in paper form this evening. Discussion took place between Mr. Crowley, Mr. 625 626 Miller and Mr. Howell regarding future inspections of septic tanks, as this development 627 would, in the immediate future, be located out in the county (within the city's ETJ). Mayor Pruitt asked what the development standard will be for this property. Mr. Howell 628 629 indicated that these homes will meet the city's most recently adopted developments 630 standards, which were put in place about six months ago.

631 Councilmember White made a motion to approve the 212 development agreement 632 associated with A2015-002. Councilmember Milder seconded the motion, which passed 633 by a vote of 5 in favor, 1 abstention (Hohenshelt), and 1 absent (Townsend).

634**3.**Discuss and consider the provisions of Chapter 12. Businesses & Sales,635Article XII. Ambulance Service of the Code of Ordinances, and take any636action necessary.

637 City Manager Rick Crowley provided brief background information related to this agenda 638 item. Mayor Pro Tem Lewis followed Mr. Crowley's comments with some additional 639 information, specifically concerning the ES Corporation's position concerning Rockwall 640 revoking or keeping its "exclusivity" ordinance in place. He indicated that the ESC 641 essentially declined to take an official position, indicating the ordinance falls under the 642 city's purview.

643

644 Mr. Crowley explained that accurately predicting the financial impact associated with 645 repealing this ordinance as far as how it might financially affect Medic Rescue is difficult 646 to determine. However, Medic Rescue has provided some financial information in a 647 memo provided to the city council in their packets.

648

649 Councilmember White expressed that, at this time, he is not in support of repealing the 650 ordinance. He is generally "fifty / fifty" as far as a decision regarding leaving it in place 651 or repealing it. He would like to see a true, documented effort between the hospital and 652 Rockwall County EMS, to resolve their differences. He would like to see a work plan on 653 what the issues are, how they might be resolved and how they ultimately got resolved 654 thereafter. He would like for this documented effort to take place very quickly on the part 655 of both parties. Then, if the issues are not able to be worked out, he would not be 656 opposed to possible revocation of the ordinance.

- Mayor Pruitt expressed concern about turning Presby representatives into 'criminals'
  when they want to call a provider to help them perform their duties most efficiently.
  Mayor Pro Tem Lewis generally indicated that he believes these sorts of "fix the
  problems" efforts have been ongoing for a number of years, and the issues have been
  unable to be resolved.
- 663
- 664 Councilmember White shared an excerpt from the 1993 city council meeting minutes 665 back when this ordinance provision was first adopted and put into place. 666
- 667 Councilmember Fowler asked for more information regarding Mr. Steve Athey of 668 Healthcare Visions, who is evidently an EMS consultant to the Emergency Services 669 Corporation (ESC) board. Mayor Pro Tem Lewis briefly indicated that he is an advisory 670 consultant to the board, and he has indicated an opinion that 'exclusivity' ordinances are 671 a good idea. 672
- 673 At the request of Mayor Pro Tem Lewis, Mr. Garza clarified that most cities he provides 674 legal services to do have 'exclusivity' ordinances in place for emergency ambulance 675 services. However, most do NOT have 'exclusivity' ordinances in place for non-676 emergency ambulance service transfers.
- Mayor Pruitt generally expressed that both Presby and Rockwall County EMS have been
   "contracting around" the city's exclusivity ordinance.
- 680
- Mayor Pro Tem Lewis made a motion to repeal the exclusivity ordinance provisions (only
   related to non-emergency transports), to authorize the city attorney to draft an ordinance
   accordingly, and to delay implementation of said repeal until November 1, 2015. Mayor
   Pruitt seconded the motion.
- 686 Indication was given that the current ambulance service contract that is in place through 687 the ESC expires in 2017.
- 689 The motion passed by a vote of five in favor with two against (White and Fowler) and one 690 absent (Townsend).
- 691

688

6924.Discuss and consider (re)appointments to city advisory boards, including693the Animal Adoption Center/Shelter Advisory Committee, the Architectural694Review Board, the ART Commission, the Historic Preservation Advisory695Board and the Park Board, and take any action necessary.

### Mayor Pruitt indicated that the council is not prepared to make any (re)appointments this evening. Staff liaisons will be contacted regarding these appointments, and council action will be taken at a future meeting.

700XIII.CITY MANAGER'S REPORT TO DISCUSS CURRENT CITY ACTIVITIES, UPCOMING MEETINGS,701FUTURE LEGISLATIVE ACTIVITIES, AND OTHER RELATED MATTERS.

- 702 703 1. **Departmental Reports** Building Inspections Monthly Report - June 2015 704 705 Fire Dept. Monthly Report - June 2015 706 Harbor PD Monthly Report - June 2015 707 Internal Operations Department Monthly Report - June 2015 708 Meals on Wheels Senior Services Third Quarter Report Police Department Monthly Report - June 2015 709 710 **Recreation Monthly Report - June 2015** 711 Rockwall Animal Adoption Center Monthly Report - June 2015
- 712 **2.** City Manager's Report

713 Mr. Crowley updated the Council on various items. He indicated that the grand opening 714 of the new Yellow Jacket Park is scheduled for this Saturday. He shared that the Police 715 Department is holding an upcoming National Night Out event tomorrow evening at Home 716 Depot, which is in addition to the Texas Night Out, which will be held in a couple of 717 months. Staff will be bringing this item to council for consideration at the next meeting. He then congratulated Mr. Widmer on recently achieving a "Certified Building Official" 718 719 designation. Regarding planning for improvements to FM-549, the state has approached the city with a viable drainage improvement option. He indicated that a fire recently 720 721 occurred in the downtown area, and our fire department responded very quickly. Also, 722 staff is trying to track down the party(ies) who reported the fire. Once they find out who 723 it was, staff will likely be coming before the council so that the person(s) may be formally 724 recognized for this act.

725 726 XIV. Executive Session

728 THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS THE 729 FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:

- 1. Discussion regarding Economic Development prospects pursuant to Section 551.087 (Economic Development)
- Discussion regarding purchase or lease of real property / land acquisition in the vicinity of the downtown area for municipal purposes pursuant to Section § 551.072 (Real Property).
- 735
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  736
  736
  737
  3. Discussion regarding possible settlement of City of Rockwall v. Temunovic Partnership, LTD., Case No. 1-14-878; 382nd District Court of Rockwall, Texas pursuant to Section 551.071 (Consultation with Attorney).
- 738
   739
   739
   740
   4. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission, Planning & Zoning Commission, and Board of Adjustments pursuant to Section 551.074 (personnel matters)
- 741

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

#### 744 The Council did not reconvene in Executive Session following the conclusion of the 745 public meeting agenda.

- 746
- 747
XVI. ADJOURNMENT Mayor Pruitt adjourned the public meeting at 8:47 p.m. PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 17<sup>th</sup> DAY OF AUGUST, 2015. Jim Pruitt, Mayor ATTEST: Kristy Cole, City Secretary 

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### MEMORANDUM

TO:	<b>Rick Crowley</b> ,	City Manager
10.	RICK CIOWIEY,	City manager

- FROM: Mary Smith, Assistant City Manager
- DATE: August 13, 2015

SUBJECT: RISD Interlocal Agreement for School Resource Officers (SRO)

Rockwall Independent School District's Board of Trustees has adopted the accompanying Interlocal Agreement for SRO services for the 2014-15 school year. The district reimburses the City for about 75% of the salary and benefits for the officers assigned to the school campuses.

Chief Riggs can answer any questions the Council may have regarding the SRO duties and the school's reimbursement methodology. This year's agreement reflects an increase of \$20,500 over the previous school year.

Council is asked to consider authorizing the City Manager to execute the agreement with RISD.

#### INTERLOCAL COOPERATION AGREEMENT FOR GOVERNMENTAL SERVICES RELATING TO A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE CITY OF ROCKWALL AND THE ROCKWALL INDEPENDENT SCHOOL DISTRICT

50 00

§

THE STATE OF TEXAS

COUNTY OF ROCKWALL

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT (the "Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF ROCKWALL (hereinafter called "CITY") and the ROCKWALL INDEPENDENT SCHOOL DISTRICT (hereinafter called "RISD").

#### WITNESSETH:

WHEREAS, the CITY desires to enter into an agreement relating to providing certain professional police services to RISD in accordance with the program description and details as provided herein; and

WHEREAS, this Agreement is made pursuant to the authority granted to the parties pursuant to the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 (the "Act").

WHEREAS, the primary purpose of the School Resource Officer (SRO) Program is the reduction and prevention of crime committed by juveniles and young adults and to promote the safety of children. This is accomplished by assigning six (6) fully outfitted and equipped police officers to school facilities on a semi-permanent basis while school is in session. The SRO Program accomplishes this purpose by achieving the established goals and objectives. Goals and objectives are designed to develop and enhance rapport between youth, police officers and school administrators. Officers who are chosen for this program are responsible for establishing the communication links and creating a free flow of information between all parties involved.

WHEREAS, the goals of the SRO Program are as follows:

- 1. Reduction of criminal offenses committed by juveniles and young adults.
- 2. Establish rapport with the students.
- Establish rapport with the parents, faculty, staff, administrators and other adults.

Interlocal Cooperation Agreement for Governmental Services Relating to a School Resource Officer Program Between the City of Rockwall and the Rockwall ISD

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- 4. Create and expand programs with vision and creativity to increase student participation, which will benefit the students, the school district, the police department, and the community.
- Present a positive role image for students and adults.
- Provide safety for students, faculty, staff and all persons involved with the school district.

NOW, THEREFORE, the parties hereby do mutually agree as follows:

#### 1.

<u>Scope of Agreement; Duties and Responsibilities:</u> CITY shall provide six (6) licensed police officers for the RISD School Resource Officer Program ("SRO") for the 2015-2016 school year. The effective date of this Agreement shall be the first day of instruction for the current school year, beginning with the first day of instruction for the 2015-2016 school year ("Effective Date"). The duties of the SROs and each party are described herein.

#### 11.

**<u>Term of Agreement</u>**: The term of this Agreement shall be for a period beginning upon the Effective Date and ending on the last day of instruction for the current school year. This Agreement may be renewed for one (1) year periods beginning on the Effective Date, upon written consent of the parties, for five (5) years.

#### III.

**Payment for Services:** The RISD agrees to reimburse the CITY for certain costs associated with the City's placement of Police Officers on the School Grounds from the Effective Date of this Agreement. The parties have heretofore agreed that RISD shall remit payment to the CITY in the amount of Thirty Eight Thousand Five Hundred Seventy Three and 54/100s (\$38,541.54) per month for the months of September 2015 through May 2016 ("Payment"). This amount reflects the SROs salary, benefits and any equipment or materials and supplies required by the SROs in the performance of their duties. These Payments shall satisfy the RISD's obligation for payment of SRO services for the entire school year to the CITY. The first monthly Payment shall be made by RISD to CITY on the15th day of the first month Payment is due.

RISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event that CITY exercises its right to temporarily reassign the resource officer for a period not to exceed fifteen (15) business days when, in the sole judgment of CITY, their service is required in response to a CITY wide or major emergency, or in the event that the resource officer is absent due to sickness, injury, Interlocal Cooperation Agreement for Governmental Services Relating to a School Resource Officer Program Between the City of Rockwall and the Rockwall ISD

training or court appearances. However, CITY is required to furnish replacement officers on days when regular SROs are absent for any period exceeding thirty (30) business days. Replacement Officers must meet the selection requirements of SRO Applicants as stated herein. RISD shall be relieved of its obligation to pay if an absence exceeds fifteen (15) business days.

From time to time the RISD has need of police officers to perform security services at extracurricular activities. It is understood and agreed that the District will engage Police Officers to perform such security services on a contract labor basis and this agreement does not address the District's arrangements for these independent security services in any manner whatsoever.

IV.

#### Organizational Structure:

- Six (6) uniformed police officers designated as School Resource Officers will be assigned to RISD campuses, and will directly report to the Chief of Police, or his designee. All requests from RISD personnel regarding new SRO assignments or temporary reassignments with exception of requests pertaining to emergencies shall be made through the RISD Superintendent or his designee. The SROs shall have properly equipped police vehicles and other necessary equipment available for their use in performing their duties and responsibilities.
- 2. The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO concept reflects the philosophy of the School Resource Officer Program and adheres to the roles of Law Enforcement Officer, Counselor, and Teacher. The SROs are first and foremost Law Enforcement Officers for the CITY Police Department and shall be responsible for carrying out all duties and responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of the CITY Police Department. All acts of commission or omission shall conform to the guidelines of the CITY Police Department Policies and Procedures Manual
- 3. The SROs report directly to the Chief of Police, or his designee, regarding all matters pertinent to their position and function. The SROs are enforcement officers in regards to criminal matters only. Presence of an SRO is expected on his/her assigned campus on most school days before classes start in the morning, between most class changes, during most lunch periods, on most school days immediately after school and during most any other time during the school day when students assemble in large groups. The purpose of that presence is to deter criminal behavior and not perform school duty.
- 4. RISD campus principals shall have operational oversight to coordinate efforts for the needs of their respective campuses.
- 5. In the case of any unresolved conflict, the Chief of Police and the RISD Director of Safety and Security shall consult on the best course of action. The

Interlocal Cooperation Agreement for Governmental Services Relating to a School Resource Officer Program Between the City of Rockwall and the Rockwall ISD

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Chief of Police shall have final authority and final responsibility for operational control of the SRO Program.

- 6. Local, State and Federal law will prevail over RISD policies and procedures.
- 7. Conflicts involving violence or other dangerous situations should be reported immediately to the Chief of Police and RISD Director of Safety and Security.

#### ٧.

Independent Contractor Relationship: CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which the SROs are assigned to the SRO Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between RISD and CITY or any of CITY's agents or employees. CITY assumes responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of RISD employees and shall not be considered in any manner to be RISD employees. RISD may or may not desire to evaluate the services provided to RISD by the SRO Program. Any such evaluation should be presented to the CITY on a prescribed form.

#### VI.

<u>Selection of SRO:</u> CITY affirms that it has complied or will comply prior to the performance of any work for RISD, with the requirements regarding criminal background checks as provided under Texas Education Code, Chapter 22. This law requires the independent contractor to obtain all criminal history record information on all persons to whom the law applies through the Texas Department of Public Safety (DPS) clearinghouse. This process includes fingerprinting in order to submit the individuals to a national check. CITY must certify to RISD that the CITY has received all criminal history record information on all SROs, and that there were no positive hits. The cost of this requirement is to be paid by the CITY.

#### VII.

**<u>SRO Duties and Responsibilities:</u>** Basic responsibilities of the SROs will include but will not be limited to:

- General duties and responsibilities set forth by the Chief of Police through standard operating procedures ("S.O.P.").
- Planning and presentation of programs requested by the RISD or CITY Police personnel.

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Any additional duties agreed upon the Chief of Police and the RISD Director of Safety and Security.

#### VIII.

#### Student Consultation:

The SROs are not formal counselors, and will not conduct or offer any formal or clinical psychological counseling, however they are to be used as a resource to assist students, faculty, staff and all persons involved with the RISD.

The SROs will advise students on responsibilities and procedures concerning criminal matters.

The SROs will give advice to help resolve issues between students that involve matters that may result in criminal violations, disturbances or disruptions.

Student confidentiality must be maintained in compliance with the Family Education Rights and Privacy Act ("FERPA").

#### IX.

#### **Transporting Students:**

The SROs shall not transport students in their vehicles except:

- 1. When the students are victims of a crime, under arrest, or some other emergency circumstance exists;
- When the students are participants in a CITY Police Department program with parental consent;
- 3. When the students are suspended from school pursuant to school disciplinary action and the student's parents or guardian has refused or is unable to pick-up the student within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel, as determined by the SRO or the SRO supervisor

If the student to be transported off campus is not under arrest, a victim of a crime or violent/disruptive, the RISD shall provide transportation for the student and an SRO may accompany the school official in transporting the student.

SROs shall not transport students, excluding students who are participants in a CITY Police Department program including but not limited to the Police Explorer Program and the Campus Crime Stoppers Program, to any location other than the CITY Police Building, County Juvenile Detention Center, and or hospital unless it is determined that the student's parent, guardian or other responsible adult is at the location to which the student is being transported.

Interlocal Cooperation Agreement for Governmental Services Relating to a School Resource Officer Program Between the City of Rockwall and the Rockwall ISD

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SROs shall not transport students, excluding students who are participants in a CITY Police Department program including but not limited to the Police Explorer Program and the Campus Crime Stoppers Program, in their personal vehicles.

SROs shall notify the school principal before removing a student from campus.

#### Χ.

#### Enforcement:

Although the SROs have has been placed in a formal education environment, they are not relieved of their official duties as enforcement officers. Decisions to intervene normally will be made when it is necessary to prevent violence, a breach of the peace, personal injury or loss of property. Citations should be issued and arrests made when appropriate and in accordance with CITY Police Department policies and procedures. When immediate action is needed and an SRO is not available, another officer may be dispatched to the school.

The SROs, when on duty, should investigate and prepare reports on all criminal offenses committed at the schools. Other CITY Police Department personnel may be summoned by the SROs as they deem necessary and or by RISD during the SROs absence.

#### XI.

#### Scheduling:

<u>Hours</u> - The SROs will work a forty (40) hour work week, and will coordinate their hours with school hours Monday through Friday. However, there may be occasions when this schedule is altered because of court appearances, sickness, injury, training and special assignments. The SROs are still considered non-exempt employees under the Fair Labor Standards Act and are subject to its provisions as well as CITY Police Department and CITY policy relating to overtime. All overtime requests from the District will be reviewed and approved by the Chief of Police or his designee.

<u>Holidays and vacation</u> – The SROs will accrue holidays and vacation at the rate allowed by CITY policy. However, holidays and vacations may be scheduled to coincide with school holidays or when schools are closed. The SROs should accomplish as much of the required training as possible during these periods or during the summer when school is not in session, if reasonably practical. The Chief of Police in his sole discretion, shall have the power and authority to schedule all leave and training for the SROs as he deems necessary.

Interlocal Cooperation Agreement for Governmental Services Relating to a School Resource Officer Program Between the City of Rockwall and the Rockwall ISD Page 6

<u>Substitution</u> - Substitution for the SROs by other officers will only be considered through a request to the Chief of Police and only on the joint written approval of the Chief of Police and RISD. Typically, this will only be considered for an extended leave as discussed in Section III.

#### XII.

**Availability of Funds:** Each party shall make payments required hereunder from current revenues, as required by the Agreement.

#### XIII.

**Insurance:** CITY is insured, and upon request by RISD, shall provide RISD documentation of its coverage, said coverage to meet the reasonable approval of RISD. CITY shall also provide, during the term of this Agreement, worker's compensation insurance, including liability coverage, in the amounts required by Texas state law, for any employee engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide RISD with documentation, upon request, indicating such coverage prior to the beginning of any activities under this Agreement.

#### XIV.

**Termination:** This Agreement may be terminated by either party at its sole option and without prejudice by giving thirty (30) days written notice of termination to the other party. Upon termination of this Agreement, the CITY will assume any and all fiscal responsibilities for the officer from and after the effective date of termination.

**Replacement:** RISD may, for cause, request a replacement of the SRO. Such a request shall be made through the CITY Chief of Police, shall be in writing and shall set forth the basis for the request. A replacement SRO shall be provided as soon as possible giving due consideration for the CITY's staffing level and time required to complete the outside hiring process as necessary.

#### XV.

Assignment of Agreement: Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

#### XVI.

<u>Waiver:</u> No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either

Interlocal Cooperation Agreement for Governmental Services Relating to a School Resource Officer Program Between the City of Rockwall and the Rockwall ISD Page 7

party to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof.

#### XVII

<u>Place of Performance; Venue:</u> Venue shall be in Rockwall County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Rockwall County, Texas.

#### XVIII.

**Notices:** Notices to RISD shall be deemed given when delivered in person to the Superintendent of Schools of RISD, or on the next business day after the mailing of said notice addressed to said RISD by United States mail certified or registered mail, return receipt requested, and postage paid at 1050 Williams Street, Rockwall, Texas 75087.

Notices to CITY shall be deemed given when delivered in person to the CITY Manager or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid a 385 South Goliad, Rockwall, Texas 75087.

#### XIX.

**Severability Provisions:** If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provisions had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

#### XX.

**Entire Agreement of Parties:** This Agreement and all exhibits shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire agreement between the parties. No other agreements, oral or written, pertaining to the performance of the Agreement exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

Interlocal Cooperation Agreement for Governmental Services Relating to a School Resource Officer Program Between the City of Rockwall and the Rockwall ISD

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**Immunity:** CITY and RISD agree that neither party has waived its respective sovereign immunity by entering into and performing the obligations under this Agreement.

XXI.

#### XXII.

#### Liability:

Any claims by third parties arising as a result of the enforcement of Local, State or Federal law, including employment claims, shall be handled by, and be the responsibility of, the CITY. Any claims by third parties arising as a result of the enforcement of RISD policy or procedure shall be handled by, and be the responsibility of RISD.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in the year and day first above written.

Attest:

Attest:

**Rockwall Independent School District** 

By:

Jeff Bailey, Superintendent Rockwall Independent School District

City of Rockwall

By:

Rick Crowley, City Manager City of Rockwall

Interlocal Cooperation Agreement for Governmental Services Relating to a School Resource Officer Program Between the City of Rockwall and the Rockwall ISD Page 9

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CITY OF ROCKWALL, TEXAS *MEMORANDUM* 

TO: Mayor and City Council
CC: Rick Crowley, City Manager Brad Griggs, Assistant City Manager Tim Tumulty, Director of Public Works/City Engineer
FROM: Ryan Miller, Director of Planning and Zoning
DATE: April 17, 2015

SUBJECT: City Pride Agreement with TxDOT

Earlier this year Rockwall County received permission to move two Historical Markers (*Marker* #'s 6136 and 6147) to the new County Courthouse. As a result, Michael Donegan with the Rockwall County Historical Foundation contacted city staff requesting that directional signs indicating the location of the markers be installed along SH-205 at the intersection of SH-205 and Yellow Jacket Lane. In order to install the requested signage the City will need to enter into an agreement with the Texas Department of Transportation (TxDOT) through the City Pride Program. As part of this agreement, it will be the responsibility of the City to provide and install the signage once the proposed locations have been approved. Attached to this memorandum is Mr. Donegan's email, a copy of the City Pride Program agreement, a map showing the proposed locations for the new signs, and TxDOT's standard signage plans.

The Engineering Department estimates the cost of fabricating and installing the signs at approximately \$800.00 (~\$400.00 per sign). Should the City Council consider authorizing the City Manager to enter into an agreement with TxDOT under the City Pride Program, staff will complete and submit the attached agreement to the state for consideration.

David/Ryan Carolyn Francisco gave me your names to contact about getting Historical Marker Direction signs for the Historical Markers that were moved to the new County Courthouse. These markers were moved early this year. We contacted the State and they told us that any Historical Markers or directional signs within city limits needed to be handled by the appropriate city. Please advise me how to assist in having the signs installed to direct people to the Markers Thanks Mike Donegan Rockwall County Historical Foundation 214-226-8944 From: Roxanne Cortez Date: Mon, Jun 8, 2015 at 11:00 AM Subject: RE: Historical Markers in Rockwall County To: Mike Donegan Cc: Angela Green Mike,	To: Subject: Date:	Mike Donegan Gonzales, David; Miller, Rvan Fwd: Historical Markers in Rockwall County Wednesday, August 05, 2015 12:56:06 PM
signs for the Historical Markers that were moved to the new County Courthouse. These markers were moved early this year. We contacted the State and they told us that any Historical Markers or directional signs within city limits needed to be handled by the appropriate city. Please advise me how to assist in having the signs installed to direct people to the Markers Thanks Mike Donegan Rockwall County Historical Foundation 214-226-8944 Forwarded message From: Roxanne Cortez Date: Mon, Jun 8, 2015 at 11:00 AM Subject: RE: Historical Markers in Rockwall County To: Mike Donegan Cc: Angela Green Mike, Nike, I spoke with our Austin Division concerning this and what I had mentioned in our conversation was correct. TxDOT only installs Historical Markers for locations outside the city limits. The city can install these signs under the City Pride Program. There is an agreement that will need to be	David/Rya	1
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correct. TxDOT only installs Historical Markers for locations outside the city limits. The city can install these signs under the City Pride Program. There is an agreement that will need to be	Mike,	
executed prior to the signs being installed. I've copied Angela Green on this email. She handles all of our agreements. Please have someone from the city contact her to begin the agreement process.	correct. Tx install these executed pr of our agree	DOT only installs Historical Markers for locations outside the city limits. The city can e signs under the City Pride Program. There is an agreement that will need to be rior to the signs being installed. I've copied Angela Green on this email. She handles all
Thanks	Thomas	
Roxanne	manks	





## Application for Participation In the City Pride Sign Program

Form 2020 (4/2000)	Oity I Ha			
(GSD-EPC Word 97) Page 1 of 2			· · · ·	
		Dat	e:	
To the Texas Department of T	Fransportation	, c/o District Engineer,	.=	, Texas.
This form must be rece	ived at least 14	4 days prior to the requ	lested date of	placement.
Formal notice is hereby giver	n that the city o	of	pr	oposes to place
a City Pride sign within the rig	ght of way of	·	·····	
in		County, Texas.		
Check here for placemen Supplemental Sheet (Pag		gns and submit the inf	ormation requ	ested on the
The City Pride sign will be plant NOTE: All City Pride signs				cations
The City Pride sign will have				
Mounting Height:	Sign Height:	Si	gn Width:	
	Sign Material		•	
Dimensions of Sign Support:			Sign Support:	
Proposed Text:				
Background Color:		Legend Color:		
Provide sketch here or on a				
			•	
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· · · · ·				
	By (print):	· · · ·		
	Signature:		· ·	•
	Address:			
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Phone:

Form 2020 (04/2000) (GSD-EPC Word 97) Page 2 of 2

Supplemental Sheet

Application for Participation in the City Pride Sign Program

The sign will be placed		badway and have the following characteristics:
Mounting Height:	Sign Height:	Sign Width:
Thickness:	Sign Material:	Material of Cian Durnant
Dimensions of Sign Sup	pon:	Material of Sign Support:
Proposed Text:		
Background Color:		Legend Color:
The sign will be placed	feet from the edge of the rc	badway and have the following characteristics:
Mounting Height:	Sign Height:	Sign Width:
Thickness:	Sign Material:	······································
Dimensions of Sign Sup	port:	Material of Sign Support:
Proposed Text:		-
		· · · · · · · · · · · · · · · · · · ·
Background Color:		Legend Color:
The sign will be placed	feet from the edge of the ro	adway and have the following characteristics:
Mounting Height:	Sign Height:	Sign Width:
Thickness:	Sign Material:	
Dimensions of Sign Sup	port:	Material of Sign Support:
Proposed Text:		
Background Color:		Legend Color:
The sign will be placed	feet from the edge of the ro	adway and have the following characteristics:
Mounting Height:	Sign Height:	Sign Width:
Thickness:	Sign Material:	
Dimensions of Sign Sup	port:	Material of Sign Support:
Proposed Text:		
	· ·	
Background Color:		Legend Color:
The sign will be placed	feet from the edge of the ro	adway and have the following characteristics:
Mounting Height:	Sign Height:	Sign Width:
Thickness:	Sign Material:	
Dimensions of Sign Sup	oort:	Material of Sign Support:
Proposed Text:	· · · ·	
Background Color:	λ	Legend Color:
	· · · · · · · · · · · · · · · · · · ·	

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STATE OF TEXAS

Agreement No.\_

#### COUNTY OF TRAVIS

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#### CITY PRIDE SIGN AGREEMENT

**THIS AGREEMENT**, made on the dates hereinafter shown, by and between the State of Texas, hereinafter called the "State," represented by the Executive Director of the Texas Department of Transportation, acting for and in behalf of the Texas Transportation Commission, and the City of \_\_\_\_\_\_, hereinafter called the "City."

#### WITNESSETH

WHEREAS, the State owns, operates, and maintains a system of highways for public use and benefit, in the City of \_\_\_\_\_; and

**WHEREAS**, the City desires and has requested authority to construct or have reconstructed the City Pride Sign along the roadway(s) of:



at the location(s) shown on construction plans, attached hereto and made part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, and in accordance with Title 43, Texas Administrative Code, Chapter 25, Subchapter H, it is agreed as follows:

#### AGREEMENT

#### Article 1. General

The State grants to the City permission to construct or to have reconstructed, the City Pride Sign(s) within the right-of-way as shown on construction plans and to be maintained by the City as stipulated in the Municipal Maintenance Agreement with the City of \_\_\_\_\_\_, dated \_\_\_\_\_\_, 20\_\_\_\_.

#### Article 2. Plans, Specifications and Construction Procedures

**A.** The City, at no cost to the State, shall prepare or have prepared, complete construction drawings, plans and specifications for the proposed City Pride Sign(s), State approved breakaway sign supports, foundations, appurtenances, and incidental items. No construction work shall be performed on highway right-of-way until these plans and specifications have been approved in writing by the State. After such approval has been given, no changes or alterations shall be made without the written approval of the State.

**B.** The plans and specifications shall be submitted to the District Engineer, Texas Department of Transportation, (TxDOT District), Texas for approval. Any changes or alterations which become necessary during the course of the work shall also be submitted to the District Engineer for approval.

**C.** The City, its contractor(s), or agents shall submit a traffic control plan as required and in accordance with the Texas Manual on Uniform Traffic Control Devices to direct and

protect vehicular and pedestrian traffic while construction work, including related activities, is in progress. Details and descriptions of these traffic handling measures shall be included in the plans and specifications when submitted for approval. If, during construction, it becomes necessary or desirable to modify the traffic control measures as specified, prior approval must be obtained from the State's District Engineer in (TxDOT District).

**D.** The City shall construct, or have constructed, at its entire cost and expense, the proposed City Pride Sign(s) and incidental items referred to in paragraph 1 and 2 above. The State shall have the right to inspect the work on highway right-of-way at any time during the progress of the work, and to make final inspection upon completion. Construction operations will be conducted in a manner acceptable to the District Engineer or their authorized representative. The City, its contractor(s) or agents shall correct any deficiencies revealed by the State's inspection of the work or of the traffic control and protection measures, where such deficiencies could have an adverse affect on public use of the highway or the safety and convenience of the traveling public.

**E.** Upon completion of the work authorized herein, the City shall submit copies of the asbuilt plans and specifications, including any changes or alterations, showing the City Pride Sign(s) in their completed state within 45 days to the State's District Engineer in (TxDOT District) for permanent records of the State.

F. The City agrees to pay all damages accruing to the State, by reason of injuries to the right-of-way, roadbed, pavement, and/or bridge owned by the State, when such damages are caused by the city's construction, operations, maintenance or rehabilitation on said roadway. Whenever funds are paid by the City to the State under this Agreement, the City shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." To the extent allowed by law, the City also agrees to indemnify and save harmless the State from any and all claims, demands, actions or causes of action, due to damage to property or injury to or death of persons arising from or growing out of or in any manner connected with work on said roadway project including, but not limited to, all court costs, attorney fees and other expenses incurred in connection with suits for such damage and shall, if so requested in writing, assist or relieve the State from defending any such suits brought against it. In addition, the City shall require its contractor(s) and subcontractor(s) to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms, and maintain the required insurance coverages in full force and effect during any period that work is performed on the State right-of-way. Adequate insurance, as a minimum, shall mean the City contractor(s) shall furnish the State with the Texas Department of Transportation's Certificate of Insurance covering the below listed insurance coverages.

- 1) Worker's Compensation Insurance Amount Statutory
- 2) Comprehensive General Liability Insurance
  - Amounts Bodily Injury

Property Damage

Commercial Ge	neral Liability Insura	nce	
Amounts	Bodily Injury	\$250,000 each person	c.
	Property Damage	\$100,000 each occurrence	
3) Texas Business	Automobile Policy		
Amounts	Bodily Injury	\$250,000 each person	
	Property Damage	\$100,000 each occurrence	

OR

Traffic-Traffic\_TEA\_CPS

Page 298f 5

Rev. 09/18/2006

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\$600,000 combined single limit each

occurrence and in the aggregate

Agreement No.

The State shall be included as an "Additional Insured" by Endorsement to policies issued for coverages listed in B and C above. A "Waiver of Subrogation Endorsement" in favor of the State shall be a part of each policy for coverages listed in A, B, and C above. A certified copy of these endorsements shall be submitted to the State with the evidence of coverage. The City and/or its contractor(s) shall be responsible for any deductions stated in the policy.

#### Article 3. Location

**A.** One City Pride and/or a Texas Commission on Environmental Quality (TCEQ), Texas Historical Commission (THC), Keep Texas Beautiful (KTB) Sign shall be allowed per eligible highway entrance to the City. A City Pride Sign shall be located on the right-hand side of the roadway unless otherwise approved in writing by the State. A City Pride Sign shall be located between 300 and 800 feet of the city limits at a location approved by the State. A City Pride Sign shall take advantage of the natural terrain, have the least impact on the scenic environment, avoid visual conflict within the State highway right-of-way, have a lateral offset greater than existing guide signs, not block the motorist's view of existing traffic control signs, and be placed in locations other than hanging above the highway.

**B.** A City Pride Sign shall not be located adjacent to the main lanes of full controlled access highway; however, a City Pride Sign may be located on the right-hand side of the access road.

**C.** The city may landscape the area adjacent to the City Pride Sign(s) upon written approval of the plans by the State's District Engineer in the (TxDOT District) District. Only small plants, flowers, and shrubbery will be allowed. Permanent structures or items such as large stones, masonry, berms, landscape timbers, etc. shall not be allowed. The State assumes no responsibility for watering, maintenance or damage due to State maintenance and construction activities, fire, theft or vandalism.

#### Article 4. City Pride Sign

**A.** The sign face of a City Pride Sign or the combined total area of the attachment signs displayed shall not exceed 80 square feet total. A City Pride Sign shall not contain words, symbols, or messages that:

- 1) May be construed as advertising, including, but not limited to, the offering of products and services.
- 2) Contain notification of municipal ordinances or regulations, or
- 3) Resemble official traffic control devices.

**B.** Banners, flags, streamers, flashing lights, or other appurtenances shall not be attached to a City Pride Sign or sign supports. Sign supports shall be galvanized metal or painted solid white.

**C.** A City Pride Sign shall not be illuminated internally or externally.

**D.** A City pride Sign may contain the name of the city, message, or slogan no greater than eight inches in height. The City may include a seal or symbol that is commonly used to represent the City.

**E.** If a City Pride Sign requires background material, it shall be painted brown (Sherwin Williams #2315 or equivalent) or have brown reflective material affixed to the sign face meeting State specifications. Lettering upon the brown background shall be white and may be any script or font. A white 2 inch border is optional. Lettering and border shall be

painted white (Sherwin Williams #2130 or equivalent) or have white reflective material affixed to the sign face meeting State specifications.

#### Article 5. Attachment Signs

**A.** Attachment signs or civic information signs are provided by a non-profit civic organization or governmental entity that display points of interest or geographical, recreational, cultural, or civic information. A civic organization must be located within or have a member who resides in the City, and complies with all applicable law concerning the provisions of public accommodation without regard to race, religion, color, sex, or national origin.

**B.** Attachment signs may be any color or combination of colors and may be in any design or shape. Attachment signs shall not be greater than 48 inches in width and 36 inches in height, and shall not consist of text, symbols, trademarks or a legend message identifying the name or abbreviation of a commercial establishment, service or product, or contain supplemental address or directional information such as meeting dates or locations.

**C.** A civic organization shall apply to the City for permission to display an attachment sign upon the City Pride Sign. The City shall notify/contact the civic organization in writing if the civic organization does not meet the requirements of eligibility as stated herein. The civic organization shall have 30 calendar days after written notification to meet the requirements herein.

**D.** The City shall approve all attachment signs and determine the order, arrangement, and duration of display. Attachment signs shall be placed upon a City Pride Sign and shall not overlap.

**E.** A civic organization shall have only one attachment sign per City Pride Sign unless the City and civic organization agree to said organization's multiple attachment signs upon a City Pride Sign.

**F.** The City shall remove an attachment sign of a participating civic organization if the civic organization ceases to exist, does not meet the requirements stated herein, or has not provided a replacement sign after 60 days of the City or State's written notification that the attachment sign is damaged, broken, faded, or has become a hazard due to failure to build to specifications, inclement weather, inadequate maintenance, accidental damage, or other cause.

#### Article 6. Miscellaneous

**A.** Signs from the TCEQ, THC, or KTB, Proud Community Program signs, shall be erected and maintained to State specifications at the sole expense of the City. Signs shall not be allowed as attachments to State signs or sign supports.

**B.** Attachment signs not relocated to a City Pride Sign, TCEQ, THC, or KTB signs or other approved locations will be removed by the State at the expense of the City.

**C.** The State shall not require fees from the City for participating in the City Pride Sign Program. The city shall not require fees from the civic organizations or governmental entities for display upon a City Pride Sign.

**D.** While installing or maintaining a City Pride Sign, the City shall cooperate with any State contractor working on the State highway system at that location.

Agreement No.

E. In the event that the State determines that it is necessary to repair, construct, reconstruct and/or make any changes in the highway facility for reasons other than those specified herein, the City shall be responsible for all costs necessary for removal and relocation of the City Pride Sign.

F. The City shall remove a City Pride Sign if it has not provided a replacement sign within 60 calendar days of written notification from the State that the sign is damaged. broken, faded or has become a hazard due to failure to build to specifications, inclement weather, inadequate maintenance, accidental or other cause. After 60 days, the City Pride Sign not removed or replaced will be removed by the State at the expense of the city. The State may terminate this agreement upon default of the city.

G. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors.

IN TESTIMONY WHEREOF,						
of the State on the day of _			_, 20		_, 20	, and
THE CITY OF Executed on behalf of the City	y by:					
Ву		Date				
Typed or Printed Name and T	itle			•		`
ATTEST:						
Ву		Date				
Typed or Printed Name and T	itle					
	•					

#### THE STATE OF TEXAS

Executed for the Executive Director 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 heretofore approved and authorized by the Texas Transportation Commission.

By\_\_\_ Date District Engineer



GENERAL NOTES

OPTIONS A and B

- A City Pride Sign shall not contain words, symbols, or messages that may be construed as advertising, including, but not limited to, the offering of products and services, notification of municipal ordinances or regulations, or resemble official traffic control devices.
- Banners, flags, streamers, flashing lights, or other appurtenances shall not be attached to a City Pride Sign or sign supports.
- 3. City name, symbol, slogan or combination thereof may be an attachment sign.
- 4. Attachment signs may be any color or combination of colors and may be of any design or shape. Attachment signs shall not be greater than 48 inches in width and 36 inches in height, and shall not consist of text, symbols, trademarks or a legend message identifying the name or abbreviation of a commercial establishment, service or product, or contain supplemental address or directional information such as meeting dates or locations.
- 5. A City Pride Sign shall not be illuminated internally or externally.
- Support and design shall conform with AASHTO Standard Specifications for structural supports of Highway signs, luminaires and traffic signals with a design wind speed of 60 mph.
- 7. Steel pipe sign supports shall be galvanized in accordance to ASTM Designation A123.
- 8. The minimum sign height from the ground shall be 7 feet.
- 9. Where solid rock is encountered at ground level the foundation shall be a minimum depth of 18 inches. When solid rock is encountered below ground level the foundation shall extend into the solid rock a minimum depth of 18 inches or provide a minimum foundation depth of 30 inches. Only concrete foundations shall be used in rock.

OPTION C

Refer to SMD(CPS-2)





### TYPICAL SIGN INSTALLATION AND LOCATION

#### OPTION C (Two Post)

- 10. Lateral clearances of signs mounted on median side of main lanes are the same as shown above where space will permit. 11. Where a sign is to be located behind guardrail, an allowable minimum clearance of two feet may be used, measured from the face of the guardrail to the near edge of sign.
- 12. 6 foot minimum and desirable may be used only in areas of limited lateral clearance and when approved by the Engineer.
- 13. Post spacing on a two post sign may vary a maximum of plus or minus 10% of total sign width to fit field conditions. 14. Typical maximum dimensions are 10 foot width by 8 foot height, however, TxDOT will consider other shapes and designs
- upon request. Maximum size of sign face shall not exceed 80 square feet. 15. Background shall be brown in color. If painted it shall match Sherwin Williams #2315 (or equivalent). If reflective
- sheeting is used it shall meet TxDOT Material Specification D-9-8300. 16. Optional City name, symbols, slogan or combination thereof may be an attachment sign or lettering on the sign face. Lettering may be any style or font, but shall not be greater than 8 inches in height. Lettering and or optional 2 inch border shall be white in color. Paint shall match Sherwin Williams #2130 (or equivalent), if sheeting is used it shall meet TxDOT Material Specification D-9-8300.





### PERFORATED FUSE PLATE DETAIL

Use H.S. hex head bolts, hex head nut and bevel or flat washer (where req'd) under nut. All holes shall be drilled. All plate cuts shall preferably be saw cuts. However; flame cutting will be permitted provided all edges are ground. Metal projecting beyond the plane of the plate face will not be permitted. Steel fuse plates shall conform to the requirements of ASTM A36. ASTM A572 Grade 50 or ASTM A588 may be substituted for A36 at the option of the fabricator. Mill test reports shall be submitted for Fuse Plates. Steel used shall have an ultimate tensile strength not to exceed 80 KSI.

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(1) Back up weld to be made before installing stiffener plate

(2) Weld W may be continued across clips to seal joint

### W6x15 SIGN POST AND STUB POST



### STIFFENER PLATE DETAIL

Steel Plate (thickness =  $\frac{1}{2}$ ")



### SHIM DETAIL

Furnish two .012"+ thick and two .032"+ thick shims per post. Shims shall be fabricated from brass shim stock or strip conforming to ASTM B36.

EVELS DISPLAYED

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of cor ise.





BOLT KEEPER PLATE 30 Ga galv. sheet steel

BOLTING PROCEDURE FOR ASSEMBLY OF BASE CONNECTION:

- 1. Assemble sign post, BOLT KEEPER PLATE and stub post with bolts and three flat washers per bolt as shown. 2. Shim as required to plumb post.
- 3. Tighten all bolts the maximum possible with a 12 to 15 inch wrench to blean bolt threads and to bed washers and shims.
- 4. Loosen each bolt in sequence and retighten bolts in a systematic order to the prescribed torque. Do not overtighten.
- 5. To prevent nut loosening, burr threads of bolt at junction with nut using a center punch.

SIGN SUPPORTS WILL ONLY BE SPLICED BEHIND THE SIGN SUBSTRATE STANDARD PLANS 1¾' TEXAS DEPARTMENT OF TRANSPORTATION Traffic Operations Division CITY PRIDE SIGN SMD (CPS-2) - 98 SHEET 2 OF 3 C)TxDOT December 1998 □N=-GRB ck:- JDM DWE-FDN CK: - DTN STATE FEDERAL DISTRICT REGION FEDERAL ALD PROJECT SHEET 6 CONTROL SECTION JOB COUNTY HIGHWAY 28B









## Estimate

08/13/2015

## **Centerline Supply, LTD**

Centerline Supply, Ltd. 530 JESSE STREET GRAND PRAIRIE, TX 75051-1141 Phone: (972) 647-8300 Fax: (972) 641-1221 Email: sales@centerlinesupply.com



### Bill To:

ROCKWALL, CITY OF 385 SOUTH GOLIAD ROCKWALL, TX 75087

#### Ship To:

ROCKWALL, CITY OF 1600 AIRPORT RD ATTN LISA 972-772-6338 ROCKWALL, TX 75087

Customer: ROCKWALL, CITY OF

Contact: ROCKWALL, CITY OF

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
cmurchison	Net 30	Origin	BEST WAY		
			BEOT	4	08/13/2015

ltem #	Туре	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	90900-QUOTE - 90A QUOTE 48X48 HISTORIC MARKER A3 HIP SHEETING (ARROW RIGHT-ARROW LEFT)	\$ 152.00	2 ea	\$ 304.00
2	Kit	30980-TA10K - 30U TY A SIGN SUPPORT 10' POST (SCH 10) SDHPT	\$ 185.90	2 ea	\$ 371.80
3	Sale	30981-210 - 35U [P] SIGN POST GALVANIZED 2 7/8" X 10' (SCH 10)	\$ 0.00	2 ea	\$ 0.00
4	Sale	30981-701 - 35U [P] FRICTION CAPS 2 1/2" FOR 2 7/8" POST	\$ 0.00	2 ea	\$ 0.00
5	Sale	30981-520 - 35U [P] GROUND STUB-TRIANGULAR	\$ 0.00	2 ea	\$ 0.00
6	Sale	30981-530 - 35U [P] COLLAR ASSEMBLY-ROUND POST (SET SCREWS)	\$ 0.00	2 ea	\$ 0.00
7	Sale	30981-600 - 35U [P] T-SIGN SUPPORT	\$ 49.95	2 ea	\$ 99.90
8	Sale	30602-000 - 30L [P] SIGN CLAMP-2 3/8" U-BOLT SET (PR)	\$ 6.50	2 ea	\$ 13.00
9	Sale	30606-000 - 30L [P] SIGN CLAMP-2 7/8" U-BOLT SET (PR)	\$ 6.50	1 ea	\$ 6.50
10	Sale	30981-721 - 35U [P] BOLT SET-BRACKET 1/2"X4" GALVANIZED	\$ 3.00	2 ea	\$ 6.00
11	Shipping	90900-FRT - 90A Shipping and Handling	\$ 0.00	1 ea	\$ 0.00

Estimate

08/13/2015

## Centerline Supply, LTD

Centerline Supply, Ltd. 530 JESSE STREET GRAND PRAIRIE, TX 75051-1141 Phone: (972) 647-8300 Fax: (972) 641-1221 Email: sales@centerlinesupply.com



Signature:	Date:		
Print Name: Claims against this invoice for price or quantity must be filed in writing within 30 days of invoice date. 1-1/2% interest charged per month on past due balance. Collection		Subtotal: Sales Tax: Total:	\$ 801.20 \$ 0.00 \$ 801.20
charges apply August 13, 2015 10:53:19 AM CDT	101		<b>101</b> Page 2 of 2

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### MEMORANDUM

TO: Rick Crowley, City Manager

FROM: Mary Smith, Assistant City Manager

DATE: August 13, 2015

SUBJECT: Banking Authorizations

The City Council is asked to consider adoption of the attached resolution to document changes in the City's banking authorizations with the City's depository, American National Bank. The bank's signatures cards will need to be updated to reflect personnel changes due to Chief Moeller's retirement. Your name will remain as the primary signature but we will substitute Joey Boyd's name for Chief Moeller. Brad Griggs will remain the primary backup in your absence.

Procedures remain in place which dictate when Brad or Joey would be called upon to sign checks and preclude them from signing checks for their own departmental expenses. We use a facsimile signature on all checks under \$5,000 but ANB requires a manual signature for checks over \$5,000. This results in the need for a manual signature on an average of 5 accounts payable checks per week.

Brad and Joey would not have the ability to authorize electronic transactions or transfer funds between city accounts.

With Council's approval of the attached resolution we can execute bank signature cards to document this change.

#### CITY OF ROCKWALL

#### **RESOLUTION NO. 15-23**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AUTHORIZING EXECUTION OF DOCUMENTS WITH AMERICAN NATIONAL BANK FOR CHECK WRITING, ACH TRANSACTIONS, CASH MANAGEMENT SERVICES, WIRE TRANSFER SERVICES AND ONLINE BANKING BILL PAYMENT; PROVIDING AN EFFECTIVE DATE.

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

**Section 1.** That the City Council hereby authorizes the following city employees to execute signature cards on behalf of the City with American National Bank for check writing purposes to include Richard Crowley, Bradley Griggs and Joey Boyd.

**Section 2.** That the City Council hereby authorizes the following city employees to execute ACH transaction, cash management services, wire transfer services and online banking bill payment documents and establish authorization levels to include Richard Crowley and Mary Smith.

**Section 2.** That this Resolution shall become effective immediately upon approval and it is so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, this <u>17th</u> day of <u>August</u>, <u>2015</u>.

ATTEST:

Jim Pruitt, Mayor

Kristy Cole, City Secretary

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### MEMORANDUM

- TO: Richard Crowley, City Manager
- FROM: Lea Ann Ewing, Purchasing Agent
- DATE: August 12, 2015

SUBJECT: Interlocal Purchasing Agreement with City of Allen

The Police Department would like to utilize the City of Allen's bid/pricing for purchase of public safety vehicle equipment and installation of. Allen's contract with Pursuit Safety provides a cost savings of 20% and is one of the most inclusive public safety equipment contracts available through a cooperative. A Resolution and Agreement for participation in Allen's purchasing cooperative are attached for City Council consideration.

This Interlocal agreement provides for local cooperative purchasing endeavors between Rockwall and Allen. Should this cooperative agreement be approved, any City of Allen contract that was bid and includes the cooperative clause may be used by Rockwall and vice versa. The cooperative agreement shall remain in effect until terminated by either City.

#### INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Allen, Texas ("Allen"), and the City of Rockwall, Texas, acting by and through their authorized officers.

#### **RECITALS:**

**WHEREAS,** this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS,** each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

#### ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

#### ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

#### ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

#### ARTICLE IV PURCHASING

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

#### ARTICLE V MISCELLANEOUS

5.1 **<u>Relationship of Parties</u>**: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 <u>Notice</u>: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 <u>Amendment</u>: This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 <u>Severability</u>: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
5.5 <u>Governing Law</u>: The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas.

5.6 **Entire Agreement**: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **<u>Recitals</u>**: The recitals to this Agreement are incorporated herein.

5.8 <u>**Counterparts**</u>: This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

### CITY OF ALLEN, TEXAS

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

PETER H. VARGAS, CITY MANAGER

305 Century Parkway Allen, TX 75013

ATTEST:

By:

SHELLEY B. GEORGE, CITY SECRETARY

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

## CITY OF ROCKWALL, TEXAS

By: \_

RICHARD CROWLEY, CITY MANAGER

## ATTEST:

By:

KRISTY COLE, CITY SECRETARY

## CITY OF ROCKWALL, TEXAS RESOLUTION NO. <u>15-21</u>

#### **Cooperative Member**

**WHEREAS**, the City of Rockwall, Texas, (hereinafter "Cooperative Member") pursuant to the authority granted by Article 791 et seq. of the Interlocal Cooperation Act, as amended, desires to participate in the statewide purchasing program of the Cooperative;

WHEREAS, the City of Rockwall, Texas, has elected to be a Cooperative Member in the Texas Local Government Purchasing Cooperative (hereinafter "Cooperative"), a program created by local governments in accordance with and pursuant to the Interlocal Cooperation Act ("Act"), Chapter 791, Texas Government Code;

**WHEREAS,** the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the City of Rockwall (local government) through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in a cooperative Interlocal agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services.

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

<u>Section 1.</u> That the Cooperative Member does request that the Cooperative include its stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, on the Cooperative's Purchasing Program and award contracts for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative's contracts; and that Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate;

<u>Section 2.</u> That the City Council of the City of Rockwall does hereby authorize its City Manager to execute the Interlocal Participation Agreement that includes the adoption and approval of the City of Allen Interlocal Agreement previously executed and adopted by two or more local governments.

<u>Section 3.</u> That the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The City Council has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS and reflected in the official minutes of the regular city council meeting on this the  $17^{TH}$  day of August, 2015.

City of Rockwall, Texas, Cooperative Member

Jim Pruitt Mayor of Rockwall, Texas

ATTEST

Kristy Ashberry City Secretary

Resolution #15-21 (interlocal cooperation purchasing agreement with City of Allen)

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## **MEMORANDUM**

TO: Rick Crowley, City Manager

FROM: Timothy M. Tumulty, Director of Public Works/City Engineer

DATE: August 12, 2015

#### SUBJECT: FM 549 Roadway Reconstruction Project

Rockwall County and the Texas Department of Transportation (TxDOT) are partnering on the engineering design and construction of FM 549 from SH 205 to SH 276. The existing roadway is a two-lane asphalt roadway that will be expanded to a six-lane divided concrete reinforced roadway. The roadway will be designed and constructed to TxDOT standards including the drainage improvements.

The design engineer is working on preliminary drainage information for the project. TxDOT requires the engineer to design all cross culverts to a 25-year storm event. The City of Rockwall requires all City roadways to comply to a 100-year storm event. If the City desires the engineer to design the drainage culverts to a 100-year storm, then the City will have to pay the cost difference between the construction of a 25-year and a 100-year system. TxDOT has provided a cost for this difference and it is estimated at \$33,005.56.

Staff supports the design and construction of a 100-year storm sewer system and request City Council consideration to approve the additional expense to provide the higher level of protection from roadway inundation during storm event greater than a 25-year storm. This additional cost will be due prior to the project being bid for construction.

If you have any questions, please advise.

TMT:em

Attachment

Cc:

Amy Williams, Assistant City Engineer Jeremy White, Civil Engineer File

# Memo

DANNENBAUM ENGINEERING CORPORATION

4141 Blue Lake Circle, Suite 240 Dallas, Texas 75244 972 239 2002

To:Nancy Peron, P.E.CC:Buz Elsom, P.E.From:Danny Everett, P.E.Date:4/1/2015Re:FM 549 Culverts

Nancy,

As requested below is the estimate of the cost difference for upsizing the culverts to accommodate the request from the City of Rockwall. Dannenbaum upsized all of the culverts to pass the 100-year storm. This resulted in four culverts changing. There is no significant difference in the headwalls. The chart below details the difference.

#### NEW CULVERTS TO PASS 100-YR STORM

11212-000	10 TO MOVE THE STREET		20 T. C.						
Culvert	Station	Barrels	Size	LF	U	nit Price	Cost		
1	21+20.32	2	4X4	165.1	\$	175.12	\$ 57,824.62		
2	57+17.37	1	5X3	118.1	\$	209.12	\$ 24,697.07		
з	69+40.28	4	4X2	130.5	\$	139.98	\$ 73,069.56		
4	76+17.62	4	4X2	121.0	\$	139.98	\$ 67,750.32		
5	85+86.10	3	4X2	124.1	\$	139.98	\$ 52,114.55		
6	103+96.48	2	5X3	128.6	\$	209.12	\$ 53,785.66		
7	116+80.01	1	5X4	55.8	\$	224.70	\$ 12,538.26		
8	126+79.71	1	5X5	142.6	\$	308.57	\$ 44,002.08		
		TxDOT 25-YR	DESIGN CL	ILVERTS					
		Barrels	Size	LF	U	nit Price	Cost	Co	st Difference
1	21+20.32	2	5X2	165.1	\$	168.30	\$ 55,572.66	\$	2,251.96
2	57+17.37	1	4X3	118.1	\$	188.52	\$ 22,264.21	\$	2,432.86
3	69+40.28	3	4X2	130.5	\$	151.42	\$ 59,280.93	\$	13,788.63
4	76+17.62	4	4X2	121.0	\$	151.42	\$ 73,287.28	\$	
5	85+86.10	2	4X2	124.1	\$	151.42	\$ 37,582.44	\$	14,532.11
6	103+96.48	2	5X3	128.6	\$	234.74	\$ 60,375.13	\$	-
7	116+80.01	1	5X4	55.8	\$	224.70	\$ 12,538.26	\$	1.040
8	126+79.71	1	5X5	142.6	\$	308.57	\$ 44,002.08	\$	1111
				TOTAL COS	TDI	FERENCE	NOTE CALLED	\$	33,005.56

Please let me know if you have any questions.

Sincerely,

22 P.E.

Daniel W. Everett, P.E.

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## CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Richard Crowley, City Manager

FROM: Lea Ann Ewing, Purchasing Agent

DATE: August 12, 2015

SUBJECT: Road Master Striping Contract Award

Recently the City entered into an Interlocal Purchasing Agreement with the City of Midlothian. This agreement provides for local cooperative purchasing between Cities for contracted goods, materials and services. By participating in this program, we may realize additional savings through economies of scale when utilizing the coop contracts. Another benefit is we would meet all formal bidding requirements pertaining to large contract purchases and eliminate the cost of the competitive bidding process for some materials, supplies and services. The Interlocal agreement remains in effect until terminated by either City.

Midlothian currently has a Pavement Marking and Striping contract with Road Masters Striping LLC that is available to us. The contract includes the application of marking materials and raised pavement markers. The Pavement Marking Services Bid is attached.

Staff would like City Council to consider awarding this unit price contract. Funds are available in General Fund, Street Department Construction Supply budget.

## GENERAL SPECIFICATIONS

## **Pavement Marking Services**

#### Purpose:

The purpose of this bid solicitation is to secure an annual services agreement for installing and maintaining various types of pavement markings. The successful bidder shall provide all materials, equipment and labor necessary for layout, surface preparation and installation or removal of specified pavement marking applications.

#### Quality of Work:

All work shall be done in accordance with the City of Midlothian's Standard Construction Details and Items 666, 672, 677 and 678 contained within the Texas Department of Transportation's "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges," 2004 edition, as amended.

All markings shall meet the requirements of the most recent version of the Texas Manual on Uniform Traffic Control Devices (Texas MUTCD).

#### Traffic Control:

All traffic control measures shall be in accordance with the most recent version of the Texas MUTCD. It shall be the contractor's responsibility to ensure that proper safety practices and procedures are in place at all times during the work, including but not limited to the use of proper signage, barricades, cones, and flaggers. In addition, all vehicular equipment utilized in the work shall be equipped with proper flashers/lights/strobes that must be in operation during the work.

#### Warranties:

Markings that are not properly applied due to faulty application methods or being placed in the wrong position or alignment shall be removed and replaced by the contractor at their expense. All defective materials shall be removed and replaced at the contractor's expense. All replacement shall be completed by the contractor within 30 calendar days of receiving written notice from the City.

#### Type of Pavement Marking Applications:

- 1. Type I Marking Materials (Hot Applied Thermoplastic) w/ Type II Marking as Sealer (concrete roadway surfaces only) and Type III drop-on glass beads
- 2. Type II Marking Materials (Traffic Paint) w/ Type III drop-on glass beads
- 3. Raised Pavement Markers

#### Pavement Marking and Marker Removal

#### Concrete Roadway Surfaces:

	tive Pavement Markings (100 mil) w/ Type II Sealer	Unit	Qty	Unit Price	Extended Price
& Type III D	rop-On Glass Beads				
1.	4" solid white	LF	3,000	.75	2250.
2.	4" broken white - skips	LF	2,000	.75	1500.
3.	8" solid white	LF	1,000	1.50	1500.
4.	24" solid white	LF	400	7.50	3000.
5.	4" solid yellow	LF	5,000	175	3750.
6.	4" broken yellow	LF	1,500	, 75	1125.
7.	8" solid yellow	LF	500	1.50	7.50.
8.	White "ONLY" word marking	EA	4	1450	580.
9.	White direction arrow	EA	4	13500	540.
				Total:	14,995;

#### Asphalt Roadway Surfaces:

Type I Reflec Drop-On Glas	tive Pavement Markings (100 mil) w/ Type III	Unit	Quantity	Unit Price	Extended Price
1.	4" solid white	LF	3,000	.60	1800.
2.	4" broken white - skips	LF	2,000	. 40	1200.
3.	8" solid white	LF	1,000	1.20	1200.
4.	24" solid white	LF	400	6.00	2400.
5.	4" solid yellow	LF	5,000	. 60	3000.
6.	4" broken yellow	LF	1,500	.60	900.
7.	8" solid yellow	LF	500	1.20	600.
8.	White "ONLY" word marking	EA	4	11000	440.
<b>9</b> .	White direction arrow	EA	4	100.00	400,
				Total:	11,940,-

Concrete and As	phalt Roadway	Surfaces:
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Туре I	II Reflective Pavement Markings:	Unit	Quantity	Unit Price	Extended Price
1.	4" solid white	LF	5,000	.40	2000.
2.	4" broken white - skips	LF	3,000	.40	1200.
3.	8" solid white	LF	1,500	.80	1200.
4.	24" solid white	LF	1,000	3.00	3000.
5.	4" solid yellow	LF	8,000	,40	3200.
6.	4" broken yellow	LF	2,500	40	1000.
7.	8" solid yellow	LF	1,000	.80	800.
8.	White "ONLY" word marking	EA	10	50.	500.
9.	White direction arrow	EA	10	45.	450.
				Total:	13,350

Raise	d Pavement Markers:	Unit	Quantity	Unit Price	Extended Price
1.	Type II -A-A	EA	250	3.25	812.50
2.	Туре II-С-R	EA	250	3.25	B12.50
3.	Туре П-В-В	EA	20	5.00	100.00
4.	Type W	EA	100	2.75	275.00
5.	Туре Ү	EA	100	2,75	275.00
				Total:	3,275

Рачеп	nent Marking and Marker Removal:	Unit	Quantity	Unit Price	Extended Price
1.	Eliminate 4" marking	LF	10,000	150	5.000 .
2.	Eliminate 8" marking	LF	2,500	1.00	5,000.
3.	Eliminate 24" marking	LF	1,000	3.00	3000,
4.	Eliminate word marking	EA	10	25.00	250.
5.	Eliminate direction arrow	EA	10	35.00	350.
				Total:	11,100.

Notes:

- 1. Quantities are approximate and may increase or decrease in the field. Payment will be based on final quantities determined by using the unit price bid.
- 2. Pricing to include mobilization and insurance.

#### CITY OF MIDLOTHIAN

#### **COOPERATIVE PURCHASING FORM**

#### **BID NUMBER 2013-07**

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes\_\_\_\_X

No

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Midlothian will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Midlothian will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Midlothian will not be responsible for another Governmental Entity's debts. Each governmental entity will purchase materials and services as needed.

#### BY SIGNING BELOW YOU UNDERSTAND THAT YOU HAVE READ THE ABOVE COOPERATIVE PURCHASING GUIEDELINES AND AGREE TO THE ENCLOSED TERMS AND CONDITIONS.

Company Name and Address	Company's Authorized Agent
Road Master Striping LLC	Due Vnorie
1301 SE MC Kinney Rice TX 75155	Signature DIND VASQUEZ Name and Title (Typed or Printed)
Federal ID Number (TIN) or SSN and Name 41-2163160	President
Telephone No. 903-326-4530	Date 5-16-13
Fax No. 903-326-4671	Email address: dv@ road masterstriping. www

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## MEMORANDUM

то:	Rick Crowley, City Manager
FROM:	Timothy M. Tumulty, Director of Public Works/City Engineer
DATE:	August 5, 2015
SUBJECT:	U.S. Open Triathlon – City Council Resolution

The U.S. Open Triathlon is scheduled for Sunday, October 18, 2015 from 7:00 AM to 1:00 PM. This is the sixth year for this event to be held in the City of Rockwall. A portion of the triathlon course will utilize a section of FM 740 from Summer Lee Drive to the South City limits. The Rockwall Police Department will assist in the partial closure of various lanes of FM 740 as well as furnish traffic control at other intersections along the race route. The Texas Department of Transportation (TxDOT) will require a City Council resolution supporting a request to allow the partial closure of FM 740 from Summer Lee Drive to the City of Rockwall south City limits.

Staff request City Council consideration to approve the attached resolution allowing a temporary partial closure of FM 740 from Summer Lee Drive to the south City limits to facilitate the U.S. Open Triathlon on Sunday, October 18, 2015 from 6:00 AM to 1:00 PM.

TMT:tt

#### Attachments

Cc:

Mary Smith, Assistant City Manager Brad Griggs, Assistant City Manager Amy Williams, Assistant City Engineer Billy Chaffin, Superintendent of Streets & Drainage File

#### CITY OF ROCKWALL, TEXAS

#### RESOLUTION NO. <u>15-22</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, FINDING THAT A NECESSITY EXISTS TO TEMPORARILY CLOSE A PORTION OF A CERTAIN STATE ROADWAYS TO FACILITATE THE US OPEN TRIATHLON; HEREBY REQUESTING THAT THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) GRANT PERMISSION TO THE CITY OF ROCKWALL FOR SAID EVENT AND AUTHORIZE THE CITY OF ROCKWALL TO PARTIALLY CLOSE FM 740 FROM SUMMER LEE DRIVE TO THE SOUTH CITY LIMITS BETWEEN THE HOURS OF 6:00 A.M. AND 1:00 P.M. ON SUNDAY, OCTOBER 18, 2015 PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the Rockwall City Council recognizes the value of physical fitness and the benefits of a healthy community; and

WHEREAS, the Rockwall City Council wants to promote healthy lifestyles in our community by providing fitness opportunities and encouraging athletes to compete in the US Open Triathlon in Rockwall, Texas; and

**WHEREAS,** the Rockwall City Council hereby finds that necessity exists to temporarily partially close FM 740 from Summer Lee Dr. to the South City limits, for the US Open Triathlon; and

WHEREAS, the Rockwall City Council supports submission of a temporary partial closure request for State maintained roadways, for FM 740 from Summer Lee Drive to the South City limits, to the Texas Department of Transportation to facilitate the US Open Triathlon on Sunday, October 18, 2015 between the hours of 6:00 a.m. and 1:00 p.m.; and

**WHEREAS,** the Rockwall City Council hereby agrees to support said request by providing traffic control for the event; and

**WHEREAS,** the temporary partial closing of this section of FM 740 will create a safer environment for event participants and spectators;

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

**Section 1.** That a formal request is hereby made to TXDOT to approve the request of the Rockwall City Council to temporarily partial close the aforementioned section of FM 740 at the above stated date and time; and

**Section 2.** That this resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, this 17th day of August, 2015.

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

### STATE OF TEXAS §

#### COUNTY OF TRAVIS §

#### AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Rockwall, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

### WITNESSETH

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including FM 740, in THE City of Rockwall, Rockwall County; and

**WHEREAS**, the local government has requested the temporary closure of FM 740 from Summer Lee Drive to the South City limits for the purpose of U.S. Open Triathlon on October 18, 2015, from 6:00 A.M. to 1:00 P.M. as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

**WHEREAS**, on the 17th day of August, 2015, the Rockwall City Council passed Resolution No.<u>15</u>-, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## AGREEMENT

#### Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

## Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any manmade or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

## Article 3. OPERATIONS OF THE EVENT

**A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C**. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D**. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passageTraffic\_Traffic\_Closure Incorporated (TEA30A)Page 2 of 8Rev. 05/02/2008

#### Agreement No.\_

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

**H.** The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

## Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

## Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

## Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

## Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

## Article 8. INSURANCE

**A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

Traffic\_Traffic\_Closure Incorporated (TEA30A) Page 3 of 8 Rev. 05/02/2008

#### Agreement No.\_\_

that the local government and/or its contractors are encroaching upon the State right of way. **B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

#### Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

#### Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

#### Article 11. LEGAL CONSTRUCTION

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

### Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Rockwall	Texas Department of Transportation
385 S. Goliad	4777 U.S. Highway 80 East
Rockwall, Texas 75087	Mesquite, TX 75150-6643
Attn: City Manager	Attn: Kelly Selman, P.E.

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

## Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No.\_\_\_\_\_

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

#### THE CITY OF ROCKWALL

Executed on behalf of the local government by:

By	Date
City Official	
Typed or Printed Name and Title Rick Cre	owley

Cit	y Manager		

## THE STATE OF TEXAS

Executed for the Executive Director 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 heretofore approved and authorized by the Texas Transportation Commission.

Ву\_\_\_\_\_

\_\_\_\_\_ Date\_\_\_\_\_

Kelly Selman, P.E. District Engineer

Agreement No.\_\_\_\_\_

## Exhibit A

Agreement	No
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## Exhibit B

Page 7 of 8

Agreement	No
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## Exhibit C



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## CITY OF ROCKWALL CITY COUNCIL MEMO

AGENDA DATE:08/17/2015APPLICANT:Joanne Vuckovic of the Pregnancy Resource CenterAGENDA ITEM:P2015-034 (1010 Ridge Road – Replat)

#### SUMMARY:

Discuss and consider a request by Joanne Vuckovic of the Pregnancy Resource Center for the approval of a replat for Lot 1, Block A, Pregnancy Resource Center being a 0.32-acre tract of land currently identified as Tract 21 of the B. J. T. Lewis Survey, Abstract No. 255, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 53 (PD-53) for Residential-Office (RO) District land uses, situated within the Scenic Overlay (SOV) District, addressed as 1010 Ridge Road, and take any action necessary.

#### COMMENTS:

- The objective of the request is to replat a 0.32-acre tract of land for the purpose of establishing a public access, drainage, and detention easements. The 908 sq. ft. structure will be converted for use as an office facility. A site plan was approved in June of this year for a single story office building.
- Conditional approval of this plat by the City Council shall constitute approval subject to the conditions listed in the Recommendations section below.
- With the exception of the items listed in the *Recommendation* section of this case memo, this plat is in substantial compliance with the requirements of the Subdivision Ordinance in the Municipal Code of Ordinances.

#### **RECOMMENDATIONS:**

If the Planning & Zoning Commission and City Council choose to approve the request for final plat, staff would recommend the following conditions of approval:

A) All the technical comments from the Planning, Engineering and Fire Departments shall be addressed prior to the filing of this plat, including the following comments;

- 1. Adherence to Engineering and Fire Department standards.
- 2. Address all staff comments as listed in the Project Plan Review (see attached).
- B) Any construction resulting from the approval of this final plat shall conform to the requirements set forth by the Unified Development Code, the 2009 International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

On August 11, 2015, the Planning and Zoning Commission recommended approval of the request by a vote of 5 to 0 [Lyons and Fishman – absent].





## City of Rockwall

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

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user. 136



## **City of Rockwall**





LM

8/4/2015

Applied

Project Name   Type   Subtype	P2015-034 Pregnancy Resource Center PLAT REPLAT STAFF REVIEW			-	Approved Closed Expired Status	8/4/2015	LM		
Site Address		City, State Z	ip						
1010 S RIDGE RD		,					Zoning		
Subdivision		Tract		Block	Lot No	Parcel No	General Plar	n	
GUSSIO ADDITION		21			21	0255-0000-0021-00-	)0-0R		
Type of Review / Not		Sent	Due	Received	Elapsed Status		Remarks		
Type of Review / Not BUILDING	es Contact John Shannon	Sent 8/4/2015	Due 8/11/2015		Elapsed Status 1 APPRC		Remarks		
	John Shannon Amy Williams			8/5/2015	1 APPRC		Remarks See Comme	ent	
BUILDING ENGINEERING (8/7/2015 8:28 A	John Shannon Amy Williams	8/4/2015 8/4/2015	8/11/2015 8/11/2015	8/5/2015 8/7/2015	1 APPRC	DVED		ent	
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BUILDING ENGINEERING (8/7/2015 8:28 A Need to make su	John Shannon Amy Williams AM AW) ure the detention/drainage of	8/4/2015 8/4/2015 easement ma	8/11/2015 8/11/2015 atches the en	8/5/2015 8/7/2015 gineering.	1 APPRC 3 APPRC	OVED		ent	

Type of Review	/ Notes	Contact
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Due

Elapsed Status

Remarks

Discuss and consider a request by Joanne Vuckovic of the Pregnancy Resource Center for the approval of a replat for Lot 1, Block A, Pregnancy Resource Center being a 0.32-acre tract of land currently identified as Tract 21 of the B. J. T. Lewis Survey, Abstract No. 255, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 53 (PD-53) for Residential-Office (RO) District land uses, situated within the Scenic Overlay (SOV) District, addressed as 1010 Ridge Road, and take any action necessary.

Received

The following staff comments are to be addressed and resubmitted no later than Wednesday, August 12, 2015 (four large copies [18" X 24" FOLDED] and one PDF version) for a subsequent review by staff.

1. Adherence to all Engineering and Fire Department standards shall be required.

2. Provide a label indicating "Case No. P2015-034" on the lower right corner on all pages of the plat.

3. Change Lot & Block on the two adjacent lots south of the Pregnancy Resource Center lot to reflect the correct numbers for each: a) Lot 1, Block 1 Gussio Additon & Lot 2, Block A Rock Ridge Office Plaza Cab. F. Slide 71.

4. Label the Point of Beginning (POB) on plat.

5. Tie at least two (2) corners to City monumentation.

6. Use a lighter line (gray scale) on adjoining lots to distinguish from platted lot.

\*\* As a note, this case will be placed on the Consent Agenda for approval by the Planning Commission and City Council; however, staff comments are to be addressec and all revisions resubmitted and approved by staff prior to plat submittal on mylar for filing purposes. \*\*



#### OWNER'S CERTIFICATE (Public Dedication)

#### STATE OF TEXAS

WHEREAS PREGNANCY RESOURCE CENTER OF LAKE RAY HUBBARD, BEING THE OWNER 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 percei of land situated in the BJT. LEWIS SURVEY ABSTRACT NO. 255, City of Rockwall, Rockwall County, Texas, and being the remainder of Lot 3, R.S. LOFLAND SUBDIVISION, an Addition the City of Rockwall Texas, according to the Plain thereof recorded in Volume 48, Page 447 of the Deed Records of Rockwall County, Texas, and being that tract of land as described in a Deef to Pregnancy Resource Center of Laks Rely Hubbad, as treotored in Document Number 201500007520, of the Official Public Records of Rockwall County, Texas, and being that more particularly described as follows:

BEGINNING at a 1/2" iron rod found for comer at the northeast corner of Lot 1, Block of of GUSSIO ADDITION, an Addition is the City of Rockwall. Texas, according to the Plat thereof recorded in Cabinet G, Stade 317, of the File Records of Rockwall County, reass, and the southeast comer of the above cited tract and being in the West right-of-way line of Ridge Road F.M. 740;

THENCE N. 85 deg. 37 min. 35 sec. W. along the South line of the above cited tract and the North-line of said Addition, a distance of 197.52 feet to a 1/2" iron red found for corner at the southwest or of said Lot 3,

THENCE N. 05 deg. 33 min. 51 sec. E. a distance of 70.19 feet to a point in concrete drive for corner at the northwest corner of said Lot 3;

THENCE S. 85 deg. 30 min. 18 sec. E., et 3.50 feet lease a 1/2" iron rod found for corner at the southweat corner of Lot 1. Block A. GOODMAN ADDITION, en Addition to the City of Rockwait, Texas, according to the Plat there for incorded in Cabined G. Silter 15 of the Plat Rocords of Rockwait County, Texas, and continuing for a fotal distance of 197.14 feet to a TXOOTdisk monutant found for corner in the vest right-of-way line of Rock Rock M. 440 and it the southeast corner of Lot. 1, Block A.

THENCE S. 05 deg. 15 min. 24 sec. W. along askid right-of-way line, a distance of 69.77 feet to the POINT OF BEGINNING and containing 13,807 square feet or 0.32 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS COUNTY OF ROCKWALL

The undersigned owner of the land shown on this plat, and designated herein as PREGNANCY RECOURCE CENTER, LOT 1, BLOCK A, an Addition to the City of Rockwall, Taxas, and whose name is subscribed herein, hereby deficiate to the use of the public forewaril althretic, allerys, parks, water courses, drains, easements and public places thereion shown on the purpose and consideration therein expressed luther certify that all other parties wino haves a montage or is in interest in the subdivision time bein mixed by that all other parties who haves a montage or is in interest in the subdivision time bein subscribed herein the subdivision time being the subdivision time of the subdivision time being the subdivision time be otified 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 essements as described herein.

2. Any public utility shall have the right to remove and keep removed all or part of any publicitys, tences, trees, shrubs, or other growths or improvements which in any way endanger or interfare win construction, maintenance or efficiency of the impredive system or any of these exercises the trips, and any public utility shall at all times have the right of ingress or growth, and using the device the trips for purpose of construction, maint shing, and either all enter the trips for purpose of construction, maint shing, and either additional provide the effect of the trips of the

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 dave improvements The developer and subdivision engineer shall bear total responsibility for storm drain

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 starm drainage from the development.

6. No house twelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person unit the developer and/or owner has complex with all requirements of the Subtysion Regulations of the City of Roc rowner registing improvements with respect to the entire block on the street or streets on which property abus, including the actual installation of streets with reguirements with the specifications of the City and the street or streets on which property abus, including the actual installation of streets with the requirements with the specifications of the City of Roc way is a structure, and a structures, storm structures, storm severs, and alleys, all according to the specifications of the City of Rockway is or the specifications of the City of Rockway is or the specifications of the City of Rockway is or the specifications of the City of Rockway is or the specifications of the City of Rockway is or the specifications of the City of Rockway is or the specification.

The specifications of the Carly of Nockwall, or Unit an escentration of the Carly of Nockwall, or the city's engineer and/or city administrator, computed on a private commercial rate basis. has been raide with the city socratical, accompanied by an agreement signed by the developer active owner, authorizing the city to make such improvements at prevailing private commercial rates and the city socratical sector of the city of the city of the city of the developer active owner, authorizing the city to make such improvements at prevailing private commercial rates owner, authorizing the city to make such improvements at City be obligated to make such improvements itseff. Such of post may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requestions to the city socratic, supported by svidence of work cityms.

Until the developed and/or owner files a common survey bond with the divisationary in a sum-sourial to the cod of such improvements for time designation darks, guaranteeing the installation; theready within the lime stated in the bond, which time shall be fixed by the div council of the City of Rockwell.

I further adinowledge that the dedications and/or exaction's made here in are proportional I further districtive degle infait the dedications and/or according makes have not an exponence distribution of the second seco

JOANNE VUCKOVIC, Executive Director for PREGNANCY RECOURCE CENTER OF LAKE RAY HUBBARD

STATE OF TEXAS COUNTY OF ROCKWALL

Befare me, the undertaigned authority, on this dray personally uppertant JOAMNE VUCHOVIC. (yowen to one to be the person whose name is subscribed to the foregoing matrument, and addrownedgied to me that he executed the same for the purpose and combistencion meetin stated.

day of

Given upon my hand and see of office this

Notary Public in and for the State of Tesas

My Commission Expires:

NOTE: It shall be the policy of the City of Rockwall to withhold issuing building parmits until all streets, water, sower and storm drainage systems have been accepted by the City. The approval of a pia by the City does not constitute any mpictenanta fan, assutance or guarantee that any building within such pial shall be approved, authorized or permit therefore issued, as required under Ordinance 03-54.

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 plat of PREGNANCY RESOURCE CENTER, LDT 1. 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 (160) days from eaid 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 \_\_\_\_\_

SURVEYOR'S CERTIFICATE

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 water property labed under my perisonal supervision.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

Mayor, City of Rockwall

City Secretary City of Rockwall

Date

City Engineer

FINAL PLAT PREGNANCY RESOURCE CENTER LOT 1, BLOCK A

BEING A REPLAT OF LOT 3 R.S. LOFLAND SUBDIVISION

0.32 ACRES OR 13,807 S.F. ( 1 LOT )

B.J.T. LEWIS SURVEY, A-255 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

> SHEET 2 OF 2 STREE, ALCON

OWNER: PREGNANCY RESOURCE CENTER 713 W. RUSK STREET ROCKWALL, TEXAS 75087 972-722-8292

ŵ 2 -100.000 100 4 4 4 5 Dist. 3 11 -BUINTY DATE SAV 15 2015 BOAL 1 20 YOLD TALE TO STORE THE ELEVIT THE WE HOLD H.D. Fetty Land Surveyor, LLC

Firm Registration no. 101509-00 8770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com CITY CASE NO. P2015-

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#### Cole, Kristy

From: Sent: To: Subject: Casey Kelly Wednesday, August 12, 2015 3:50 PM Cole, Kristy Girls Softball

I would like to talk with the city council about the parks department teaming up with the Rockwall Girls Softball association to strengthen the girls softball program. I coached 8U softball in the spring and we had 4 teams and no teams for summer and none in the fall, while the RGSA had multiple teams but played no games in the city of Rockwall. I would like to see them join together to bring back what was once a strong program to Rockwall.

Casey Kelly

Sales Manager Four Brothers Outdoor Power 972.636.2963 Phone 972.408.0763 Fax



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absent (Townsend) at 08/03/15 cc mtg.

#### **CITY OF ROCKWALL**

#### ORDINANCE NO. 15-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO A PLANNED DEVELOPMENT DISTRICT FOR SINGLE FAMILY 10 (SF-10) AND GENERAL RETAIL (GR) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 316.315-ACRE TRACT OF LAND IDENTIFIED AS TRACT 1 OF THE M. E. HAWKINS SURVEY, ABSTRACT NO. 100, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A' & 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 the Stacy McVey of Double Eagle Properties, LLC on behalf of the owner 308 ON 276, LP for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) and General Retail (GR) District land uses, on a 316.315-acre tract of land identified as Tract 1 of the M. E. Hawkins Survey, Abstract No. 100, City of Rockwall, Rockwall County, Texas and more fully described in *Exhibit 'A' & Exhibit 'B'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that the Unified Development Code [Ordinance No. 04-38] 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. 04-38*] 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 *Planned Development Concept Plan*, described 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 *Development Standards*, described 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*;

Page 1
**Section 4.** That a *Master Parks and Open Space Plan* for the *Subject Property*, shall be prepared in accordance with this ordinance and consistent with the *Planned Development Concept Plan* depicted in *Exhibit* 'C' of this ordinance, and that the *Master Parks and Open Space Plan* shall be considered for approval by the City Council following a recommendation by 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(f) below*), shall be the exclusive procedures applicable to the subdivision and platting of the 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 an Open Space Master Plan in accordance with the time period specified in Section 212.009 of the Texas Local Government Code.
  - (1) Open Space Master Plan
  - (2) Master Plat
  - (3) PD Development Plan (*Required for Retail Areas Only*)
  - (4) PD Site Plan
  - (5) Preliminary Plat
  - (6) Final Plat
- (c) A PD Development Plan must be approved for the area designated on the Planned Development Concept Plan as Retail prior to submittal of a PD Site Plan application and/or preliminary plat application. No Master Plat is required for the area designated on the Concept Plan as Retail. A traffic impact analysis for the retail tract shall be submitted with the PD Development Plan to determine the extent and timing of any recommended facilities and/or improvements to the surrounding roadway network. The traffic impact analysis may be updated with each PD Site Plan for each retail development.
- (d) PD Site Plan. A PD Site Plan covering all of the Subject Property 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 Preliminary Plat Application for the development.
- (e) *Preliminary Plat.* A *Preliminary Plat* covering all of the *Subject Property* shall be submitted and shall include a *Treescape Plan.* A *Preliminary Plat Application* may be processed by the City concurrently with a *PD Site Plan Application* for the development.
- (f) *Final Plat.* Prior to the issuance of any building permits, a *Final Plat*, conforming to the *Preliminary Plat*, for all of the *Subject Property* 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 and the publication of the caption of said ordinance as the law in such cases provides;

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE  $17^{\text{TH}}$  DAY OF <u>AUGUST</u>, 2015.

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1<sup>st</sup> Reading: <u>08-03-2015</u>

2<sup>nd</sup> Reading: <u>08-17-2015</u>

# Exhibit 'A': Legal Description

Field notes for a 316.315-acre (13,778,691 square foot) tract of land situated in the M. E. Hawkins Survey, Abstract No. 100, and the Robert K. Briscoe Survey, Abstract No. 16 in the City of Rockwall, Rockwall County, Texas, and being all of that certain called 308.52-acre tract of land described in a Special Warranty Deed to 308 ON 276, L.P., as recorded in Volume 03662, Page 00315, of the Office Public Records of Rockwall County, Texas (O.P.R.R.C.T.) with said 316.315-acre (13, 778,691 square feet) tract of land being more particularly described by metes and bounds as follows:

*BEGINNING* a railroad spike set in asphalt marking the northwest corner of said 308 on 276, L.P. tract and the common southwest corner of that certain called 21. 935 acre tract of land described as Tract One in a Warranty Deed to Rockwall Fund I, L.L.C., as recorded in Volume 1 110, Page 190, of the Deed Records of Rockwall County, Texas (D.R.R.C.T.), said point being in the approximate center of Rochell Road, a county road with an unspecified right-of- way (R. O. W.) width;

*THENCE* North 89 degrees 00 minutes 24 seconds East (South 89 degrees 12 minutes 02 seconds East - deed call), along the common northerly line of said 308 ON 276, L.P. tract and the common southerly line of said Tract One, passing at a distance of 30. 00 feet, a 5/8 inch iron rod set with a yellow plastic cap stamped "THE WALLACE GROUP " ("cap ") for reference, continuing along said common line, passing at a distance of 1,799. 04-feet, a ½-inch iron rod found marking the southeast corner of said Tract One, being common with the south west corner of that certain called 59.71-acre tract of land described in a Special Warranty Deed to Fate I- 30, L.P., as recorded in Volume 03542, Page 00039, O.P.R.R.C.T., continuing along the common northerly line of said 308 on 276, L.P. tract and the southerly line of said Fate I-30, L.P. tract, a total distance of 1,966.04 feet (1,902.80 feet - deed call) to a 1/2 inch iron rod found marking the common most northerly northeast corner of said 308 on 276, L.P. tract and the north west corner of that certain coiled 85.479 acre tract of land described as Tract Two in the aforementioned Warranty Deed to Rockwall Fund I, L.L.C., as recorded in Volume 1 110, Page 190, O.R.R.C.T.;

*THENCE* South 01 degrees 59 minutes 29 seconds East (South 00 degrees 08 minutes 06 seconds West - deed call), along the common easterly line of said 308 ON 276, L.P. tract and the westerly line said Tract Two, a distance of 2,204.26-fee t (2,166.70-feet - deed call) to a 1/2 inch iron rod found marking an ell corner of said 308 ON 276, L.P. tract and the southwest corner of said Tract Two;

*THENCE* North 87 degrees 20 minutes 20 seconds East (North 89 degrees 12 minutes 02 seconds East - deed call), continuing along the common northerly line of said 308 on 276, L.P. tract and the southerly line said Tract Two, a distance of 1,691. 90 feet (1,782.53 feet - deed call) to a 5/8 inch iron rod set with "cap " marking the common most easterly northeast corner of said 308 on 276, L.P. tract and the southeast corner of said Tract Two, from which a ½-inch iron rod found bears North 87 degrees 20 minutes 20 seconds East at 10. 49 feet, said 5/8-inch iron rod set being on the west line of that certain called 212. 25 acre tract of land described in a Special Warranty Deed to South Rock wall Holdings, L.P., as recorded in Volume 03625, Page 00034, O.P.R.R.C.T.;

*THENCE* South 01 degrees 34 minutes 35 seconds East, along the common easterly line of said 308 ON 276, L.P. tract and the westerly line said South Rock wall Holdings tract, a distance of 309.68-feet to a 5/8-inch iron rod set with "cap " marking the southwest corner of said South Rock wall Holdings tract, being common with the northwest corner of Lot 8, Equestrian Estates, according to the plot thereof recorded in Cabinet A, Page 19 7, of the Plot Records of Rock wall County, Texas (P.R.R.C.T.);

*THENCE* South 00 degrees 50 minutes 42 seconds East, along the common easterly line of said 308 ON 276, L.P. tract and the westerly line said Equestrian Estates, a distance of 2,301.71 feet (South 00 degrees 06 minutes 38 seconds West, a distance of 2,580 . 60 feet - overall deed call) to a 5/8 inch iron rod set with "cap " marking the common southeast corner of said 308 ON 276, L.P. tract and on ell corner of the north R.O.W. line of State Highway No. 276 (having a variable width R.O.W.);

*THENCE* South 89 degrees 29 minutes 00 seconds West (North 89 degrees 29 minutes 07 seconds West - deed call), along the common southerly line of said 308 ON 2 76, L.P. tract and said north R.O.W. line of State Highway No. 276, passing at a distance of 1.66 feet a found TxDOT concrete monument, continuing along said common line for a tot al distance of 117.50-feet (115.83-feet - deed call) to a 5/8-inch iron rod set with "cap " marking the common ell corner of said 308 ON 276, L.P. tract and the most easterly southeast corner of that certain called 2.503-acre tract of land described as on Easement for Highway Purposes to the State of Texas, recorded in Volume 82, Page 583 of the Real Property Records of Rockwall County, Texas (R.P.R.R.C.T.);

*THENCE* North 00 degrees 31 minutes 03 seconds West (North 00 degrees 30 Minutes 13 seconds East - deed call), along a common interior line of said 308 on 2 76, L.P. tract and the easterly line of said Easement for Highway Purposes tract, a distance of 50.31-feet (50-feet - deed call) to a 5/8-inch iron rod set with "cap" marking the common ell corner of said 308 ON 276, L.P. tract and the north east corner of said Easement for Highway Purposes tract;

## Exhibit 'A': Legal Description

THENCE South 89 degrees 28 minutes 57 seconds West (North 89 degrees 29 minutes 47 seconds West - deed call), along the common southerly line of said 308 on 276, L.P. tract and the northerly line of said Easement for Highway Purposes tract, a distance of 543.40-feet (543.73-feet - deed call) to a 5/8-inch iron rod set with "cap " for corner;

THENCE South 89 degrees 13 minutes 58 seconds West (South 89 degrees 48 minutes 55 seconds West - deed call), continuing along the common southerly line of said 308 ON 276, L.P. tract and the northerly line of said Easement for Highway Purposes tract, a distance of 757. 25-feet (756.93-feet - deed call) to a 5/8-inch iron rod found marking a common ell corner of said 308 ON 276, L.P. tract and the northwest corner of said Easement for Highway Purposes tract;

THENCE South 00 degrees 46 minutes 03 seconds East (South 00 degrees 11 minutes 05 seconds East - deed call), along a common interior line of said 308 ON 276, L.P. tract and the westerly line of said Easement for High way Purposes tract, a distance of 90.30-feet (87.44-feet - deed call) t o a 5/8-inch iron rod set with "cap " marking a common ell corner of said 308 ON 276, L.P. tract and the southwest corner of said Easement for Highway Purposes tract, said point being on said north R.O.W. line of State Highway No. 276;

*THENCE* South 89 degrees 13 minutes 57 seconds West (North 89 degrees 53 minutes 27 seconds West - deed call), along the common southerly line of said 308 ON 276, L.P. tract and said north R.O.W. line of State Highway No. 276, passing at a distance of 1,66 7.76-feet a 5/8-inch iron rod set with "cap " for reference, continuing along said common line for a total distance of 1,917.07-feet (1,917.34-feet - deed call) to a found TxDOT concrete monument, marking the transitional R.O.W. line from said north R.O.W. line of State Highway No. 276 to the east R.O.W. fine of Springer Lane, on 80-foot wide R.O.W., (formerly F.M. No. 1143), said point being the beginning of a non-tangent curve to the right, with the radius point being situated North 21 degrees 40 minutes 52 seconds East, a distance of 533.69-feet;

*THENCE* Northerly along the common curving westerly line of said 308 ON 276, L.P. tract and said curving east R.O.W. line of Springer Lane, with said non-tangent curve to the right, through a central angle of 67 degrees 33 minutes 20 seconds (48 degrees 33 minutes 57 seconds - deed call), having a radius of 533. 69-feet (613.69-feet - deed call), a tangent distance of 356.97-feet, a chord bearing North 34 degrees 32 minutes 28 seconds West (North 40 degrees 41 minutes 57 seconds West - deed call), at 593.43-feet, and an arc distance of 629.26-feet (520.18-feet - deed call) to a 5/8-inch iron rod set with "cap" at the end of said non- tangent curve;

*THENCE* North 00 degrees 53 minutes 56 seconds West (North 00 degrees 43 minutes 17 seconds West - deed call), continuing along the common westerly line of said 308 on 276, L.P. tract and said east R.O.W. line of Springer Lane, a distance of 294.21-feet (430.56-feet - deed call) to an axle found for the beginning of a non-tangent curve to the left, with the radius point being situated South 89 degrees 08 minutes 07 seconds West, a distance of 612.96-feet;

*THENCE* Northerly continuing along the common curving westerly line of said 308 ON 276, L.P. tract and said curving east R.O.W. line of Springer Lane, with said non-tangent curve to the left, through a central angle of 17 degrees 26 minutes 00 seconds (12 degrees 25 minutes 52 seconds - deed call), having a radius of 612.96-feet (613.69-feet - deed call), a tangent distance of 93.98 feet, a chord bearing North 09 degrees 34 minutes 53 seconds West at 185.78-feet, and an arc distance of 186.50-feet (133.15 feet - deed call) to a 5/8-inch iron rod set with "cap" at the end of said non-tangent curve, said point marking the transition from said east R.O.W. line of Springer Lane to the approximate center of the aforementioned Rochell Road;

*THENCE* North 00 degrees 49 minutes 05 seconds West (North 00 degrees 10 minutes 49 seconds East - deed call), along the common westerly line of said 308 ON 276, L.P. tract and said approximate center of Rochell Road, passing at a distance of 386.53-feet a ½-inch iron rod found marking the southeast corner of that certain called 60.3368-acre tract of land described in a Cash Warranty Deed to Varughese P. Samuel and wife, Remoni V. Samuel, as recorded in Volume 02002, Page 00062, O.P.R.R.C.T., then continuing along said common line with the easterly line of said Samuel tract, a total distance of 2,841.3-feet (1,613.15-feet - deed call) to a ½-inch iron rod found marking the northeast corner of said Samuel tract;

THENCE North 01 degrees 38 minutes 55 seconds West (North 00 degrees 08 minutes 06 seconds East - deed call), along the common westerly line of said 308 ON 276, L.P. tract and said approximate center of Rochell Road, a distance of 976.29-feet (2,166.70-feet - deed call) to the *POINT OF BEGINNING*.

CONTAINING within the metes recited 316.315-acres (13,778,692 square feet) of land, more or less, of which a portion lies within Rochell Road.

Exhibit 'B': Survey



Z2015-016: Discovery Lakes (AG to PD) Ordinance No. 15-23 City of Rockwall, Texas



Z2015-016: Discovery Lakes (AG to PD) Ordinance No. 15-23 Page 5

City of Rockwall, Texas

# A. PURPOSE

The Discovery Lakes Subdivision is located at the northeast corner of the intersection of SH-276 and Rochell Road. The Subject Property is a short walk or bike ride from the Rockwall Technology Park. The Discovery Lakes Subdivision will be a master planned residential neighborhood that will incorporate two (2) lakes, several acres of open space and ~3.8-miles of hiking/jogging/biking trails. The master plan calls for 507 single-family homes. There will be several view corridors strategically placed within the subdivision along with *front loaded* lots to provide for the enjoyment of the open space. A boulevard with 85-feet of right-of-way will connect SH-276 and Discovery Boulevard. The boulevard will have a 14-foot landscape median and a 25-foot travel lane on each side of the street. The residential streets will be 29-feet back-to-back, with a 10<sup>1</sup>/<sub>2</sub>-foot parkway on each side for a total of 50-feet of right-of-way. A Community Center with a pool will be provided to add increased amenity for the subdivision. Additionally, the proposed development will incorporate nine (9) acres of commercial space that will be located at the hard corner of SH-276 and Rochell Road. This area will allow for neighborhood service types of uses and eating establishments. A maximum of one (1) hotel planned to service the needs of the subdivision and the Rockwall Technology Park. A 55-acre area adjacent to the northern lake will be dedicated as public parkland to serve Park District No. 31. The Discovery Lakes Subdivision will be a benefit to the community, allowing citizens of all ages the

# **B. GENERAL REQUIREMENTS**

# Development Standards.

- 1. *Permitted Uses.* The following uses are permitted on the *Subject Property* in accordance with the *Concept Plan* depicted in *Exhibit* 'C' of this ordinance.
  - (a) Residential Uses. Unless specifically provided by this Planned Development ordinance, only those uses permitted within the Single Family 10 (SF-10) District, as stipulated by the *Permissible Use Charts* contained in Article IV, *Permissible Uses*, of the Unified Development Code (UDC), shall be allowed for areas designated as *residential* on the *Concept Plan*.
  - (b) Non-Residential. Unless specifically provided by this Planned Development ordinance, only those uses permitted within the General Retail (GR) District, as stipulated by the *Permissible Use Charts* contained in Article IV, *Permissible Uses*, of the Unified Development Code (UDC), shall be allowed for areas designated as *commercial* on the *Concept Plan*; however, the following conditions shall apply:
    - (i) The following additional uses shall be permitted as *by-right* uses on the *Subject Property*:
      - ☑ Hotel, Hotel (*Full Service*) or Motel (*With a Maximum Height of Four* [4] Stories)<sup>1</sup>
      - ☑ Restaurant (with Drive-Through or Drive-In)<sup>2</sup>

opportunity to live, work, and play in a connected master planned community.

☑ Retail Store (*with more than two* [2] Gasoline Dispensers)

Notes:

- <sup>1</sup>: A maximum of one (1) hotel/motel shall be permitted with this Planned Development District. The height requirement of four (4) stories is permitted to exceed 36-feet, but in no case shall exceed 60-feet.
- <sup>2</sup>: A maximum of three (3) restaurants (despite the size of the restaurant) shall be permitted within this Planned Development District.

- (ii) The following uses shall be prohibited on the Subject Property:
  - ☑ Convent or Monastery
  - ☑ Hotel, Residence
  - ☑ Cemetery/Mausoleum
  - Mortuary of Funeral Chapel
  - ☑ Social Service Provider
  - ☑ Billiard Parlor or Pool Hall
  - Carnival, Circus, or Amusement Ride
  - ☑ Commercial Amusement/Recreation (Outside)
  - ☑ Gun Club, Skeet or Target Range (*Indoor*)
  - ☑ Astrologer, Hypnotist, or Psychic Art and Science
  - Garden Supply /Plant Nursery
  - ☑ Night Club, Discotheque, or Dance Hall
  - ☑ Secondhand Dealer
  - ☑ Car Wash, Self Service
  - ☑ Mining and Extraction (Sand, Gravel, Oil and/or Other)
  - ☑ Helipad
  - Railroad Yard or Shop
  - ☑ Transit Passenger Facility
- 2. Non-Residential Development. The area designated as commercial on the Concept Plan depicted in Exhibit 'C' of this ordinance shall be designed to be pedestrian-oriented, easily accessible, and integrated into the general design scheme of the adjacent neighborhood. This can be accomplished by removing the traditional barriers utilized to separate commercial and residential developments (e.g. screening walls) and incorporating landscape buffers/elements (e.g. greenspace, parkways, and etcetera) and urban design elements (e.g. pathways, pergolas, and etcetera) that can create compatibility with the adjacent single-family neighborhood. To better achieve this goal and in addition to the requirements of Section 4.1, General Commercial District Standards, and Section 6.14, SH-276 Corridor Overlay (SH-276 OV) District, of Article V, District Development Standards, of the Unified Development Code, all commercial development shall be required to adhere to the following supplemental standards:
  - (a) Retail Landscape. Landscaping shall be reviewed and approved with the PD Site Plan. All Canopy/Shade Trees planted within the retail 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 unless otherwise provided within this document.
  - (b) Retail Landscape Buffers. All landscape and plantings located within the buffers shall be maintained by the property owner.
    - (1) Landscape Buffer (Residential Adjacency). Where residential and retail uses share a direct adjacency, a minimum of a 30-foot landscape buffer shall be provided by the retail property adjacent to the residential property. This area shall incorporate ground cover, a *built-up* berm and shrubbery along the entire length of the adjacency. This area should also incorporate pedestrian-oriented design elements (*e.g. pathways*) that allow access between the two (2) uses. Shrubbery utilized in this area shall have a minimum height of 30-inches and a maximum height of 48-inches. Additionally, trees should be incorporated in this area to break up the façades of any commercial buildings.
    - (2) Landscape Buffer and Sidewalks (SH-276). A minimum of a 15-foot landscape buffer shall be provided along the frontage of SH-276, and shall incorporate ground cover,

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# Exhibit 'D':

PD Development Standards

a *built-up* berm and/or shrubbery or a combination thereof 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, at least three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage. All buffer-strip planting requirements shall conform to the requirements of Section 6.14, *SH-276 Corridor Overlay (SH-276 OV) District*, of Article V, *District Development Standards*, of the Unified Development Code.

- (3) Landscape Buffer (Rochell Road Retail). A minimum of a 20-foot landscape buffer shall be provided along the frontage of Rochell Road (*outside of and beyond any required right-of-way dedication*), and shall incorporate ground cover, a *built-up* berm and/or shrubbery or a combination thereof 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, at least three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage.
- (c) Sidewalks.
  - *i)* Sidewalk Adjacent to Rochell Road and SH-276. The developer shall be responsible for the construction of a five (5) foot sidewalk that meanders through the required 20-foot landscape buffer adjacent to Rochell Road and SH-276.
- 3. Residential Development Standards. Except as modified by these Development Standards, the residential uses depicted in Exhibit 'C' of this ordinance shall be subject to the development standards for a Single Family 10 (SF-10) District as stipulated by Section 3.1, General Residential District Standards; Section 3.4, Single-Family Residential (SF-10) District; and Section 6.14, SH-276 Corridor Overlay (SH-276 OV) District, of Article V, District Development Standards, of the Unified Development Code. In addition, all residential development shall adhere to the following standards:
  - (a) Lot Composition and Layout. The lot layout and composition of the Subject Property shall generally conform to the Concept Plan depicted in Exhibit 'C' and stated in Table 1 below. Allowances for changes to the quantity and locations of each lot type are permitted in conformance with the requirements listed below; however, in no case shall the proposed development exceed 507 units.

Lot Type	Minimum Lot Size (FT)	Minimum Lot Size (SF)	Dwelling Units (#)	Dwelling Units (%)
A	80' x 120'	9,600 SF	121	23.87%
В	70' x 110'	7,700 SF	127	25.05%
С	60' x 110'	6,600 SF	259	51.08%
	N	laximum Permitted Units:	507	100.00%

## Table 1: Lot Composition

The allocation of single-family dwellings among lot types may deviate from *Table 1* provided that the proposed lot composition meets the following criteria:

- (1) The total number of lots does not exceed 525 units; and,
- (2) The average lot size for the total development is not less than 7,500 SF (*i.e. total square footage of all lots/total number of lots*); and,
- (3) Lot Type "A" shall not be decrease below 115 lots; and,
- (4) Lot Type "B" shall not be decreased below 23% of the total 507 lots; and,
- (5) Lot Type "C" shall not be increased beyond 55% of the total 507 lots.

City of Rockwall, Texas

(b) Density and Dimensional Requirements. The maximum permissible density for the Subject Property shall not exceed 1.70 dwelling units per gross acre of land; however, in no case should the proposed development exceed 507 units. All lots shall conform to the standards depicted in *Table 2* below and generally conform to *Exhibit 'C'* of this ordinance.

Table 2. Lot Dimensional Requirements			
Lot Type (see Concept Plan) 🕨	Α	В	С
Minimum Lot Width <sup>(1) &amp; (5) &amp; (7)</sup>	80'	70'	60'
Minimum Lot Depth	120'	110'	110'
Minimum Lot Area	9,600 SF	7,700 SF	6,600 SF
Minimum Front Yard Setback <sup>(2) &amp; (6)</sup>	20'	20'	20'
Minimum Side Yard Setback	6'	5'	5'
Minimum Side Yard Setback (Adjacent to a Street) <sup>(2)</sup>	15'	15'	15'
Minimum Length of Driveway Pavement	20'	20'	20'
Maximum Height <sup>(3)</sup>	36'	36'	36'
Minimum Rear Yard Setback <sup>(4)</sup>	15'	10'	10'
Minimum Area/Dwelling Unit (SF) [Air Conditioned Space]	2,800 SF	2,250 SF	2,000 SF
Garage Orientation	J-Swing or Front	J-Swing or Front	J-Swing or Front
Maximum Number of Front Entry Garages Permitted	48	42	173
Maximum Lot Coverage	65%	65%	65%

## Table 2: Lot Dimensional Requirements

General Notes:

- <sup>1</sup>: The minimum lot width shall be measured at the *Front Yard Building Setback*.
- <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>: As measured from the rear yard property line.
- Lots fronting onto a curvilinear street, cul-de-sac or eyebrow may have the lot width reduced by up to 20% as measured at the front property line provided that the lot width is met at the front building line. Additionally, the lot depth on lots fronting onto curvilinear streets, cul-de-sacs and eyebrows maybe reduced by up to ten (10%) percent, but shall meet the minimum lot size for each lot type.
- <sup>6</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 that increases the Front Yard Building Setback to 20-feet; however, the encroachment shall not exceed five (5) feet on Side Yard Setbacks (Adjacent to a Street) and shall not encroach into public right-of-way [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>7</sup>: All lots with a *J-Swing* or *Traditional Swing* driveway require a minimum of a 65-foot lot width.
- (c) Building Standards. All development shall adhere to the following building standards:
  - (1) Masonry Requirement. The minimum masonry requirement for the exterior façades of all buildings shall be 80%. For the purposes of this ordinance the masonry requirement shall be limited to full width brick, natural stone, and cultured stone. Cementaceous fiberboard horizontal lap-siding (e.g. HardiBoard or Hardy Plank) and/or stucco (*i.e. three* [3] part stucco or a comparable -- to be determined by staff) shall be permitted to be used to meet up to 50% of the masonry requirement.
  - (2) Roof Pitch. A minimum of an 8:12 roof pitch is required on all structures with the exception of porches, which shall have a minimum of a 4:12 roof pitch.
  - (3) Garage Orientation. Garages shall be provided as stipulated by Table 2: Lot Dimensional Requirements. Garages permitted for front entry maybe oriented

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# Exhibit 'D':

# PD Development Standards

toward the street; however, the front façade of the garage must be situated a minimum of 20-feet off the front property line. All front entry garages shall incorporate an architectural element or feature separating the individual garage openings. *Swing*, *Traditional Swing* or *J-Swing* garages are permitted to have a second single garage door facing the street as long as it is behind the width of the double garage door situated in the *Swing* configuration.

(d) Anti-Monotony Restrictions. The development shall adhere to the Anti-Monotony Matrix depicted in Table 3 below (for spacing requirements see the illustration on the following page).

## Table 3 : Anti-Monotony Matrix

Lot Type	Minimum Lot Size	Elevation Features
A	80' x 120'	(1), (2), (3)
В	70' x 110'	(1), (2), (3)
С	60' x 110'	(1), (2), (3)

- (1) Identical brick blends or paint colors may not occur on adjacent (*side-by-side*) properties along any block face without at least four (4) intervening homes of differing materials on the same side of the street beginning with the adjacent property and two (2) intervening homes of differing materials on the opposite side of the street.
- (2) Front building elevations shall not repeat along any block face without at least four (4) intervening homes of differing appearance on the same side of the street and two (2) intervening homes of differing appearance on the opposite side of the street. The rear elevation of homes backing to open spaces or on SH-276 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:
  - (a) Number of Stories
  - (b) Permitted Encroachment Type and Layout
  - (c) Roof Type and Layout
  - (d) Articulation of the Front Façade
- (3) 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*).

See the Illustrations on the following page.

Illustration 1: Properties line up on the opposite side of the street. Where RED are the same.



Illustration 2: Properties do not line up on opposite side of the street. Where RED are the same.



- (e) 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:
  - (1) Wood Fences. All wood fences shall be constructed of a standard fencing material (minimum of ½" thickness or better; spruce fencing will not be allowed), and use fasteners that are hot dipped galvanized or stainless steel. Wood fences facing onto a street shall be painted and/or stained and sealed with all pickets being placed on the public side facing the street. All wood fences shall be smooth-finished, free of burs and splinters, and be a maximum of eight (8) feet in height.
  - (2) Wrought Iron/Tubular Steel. Lots located along the perimeter of roadways, 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 eight (8) feet in height.
  - (3) 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 eight (8) 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.
  - (4) Solid Fences (including Wood Fences). All solid fences shall incorporate a decorative top rail or cap detailing into the design of the fence.

- (f) Landscape and Hardscape Standards.
  - (1) Residential Landscape. Landscaping shall be reviewed and approved with the PD Site Plan. All Canopy/Shade Trees planted within the residential development shall be a minimum of three (3) caliper inches in size and all Accent/Ornamental/Under-Story Trees shall be a minimum of four (4) feet in total height unless otherwise provided within this document.
  - (2) *Single Family Landscaping.* Prior to the issuance of a Certificate of Occupancy (CO) all single-family lots shall conform to the following:
    - *i)* Interior Lots. All interior lots shall include a minimum of two (2) trees with a diameter at breast height (dbh) [*i.e. the diameter in inches of a tree as measured through the main trunk at a point of four and one-half (4½) inches above the natural ground level*] of three (3) inches shall be planted in the front yard, and two (2) additional trees of the same caliper inch shall be planted in the side yard facing the street for corner lots.

Note: For the purposes of this section only, the term "front yard" includes the area within the dedicated right-of-way for a parkway immediately adjoining the front yard of the lot.

- *ii)* Corner Lots. All corner lots shall include a minimum of two (2) trees with a diameter at breast height (dbh) [*i.e. the diameter in inches of a tree as measured through the main trunk at a point of four and one-half (4½) inches above the natural ground level*] of three (3) inches shall be planted in the front yard of an interior lot.
- (3) *Landscape Buffers.* All landscape buffers and plantings located within the buffers shall be maintained by the Homeowner's Association (HOA).
  - (a) Landscape Buffer and Sidewalks (Discovery Boulevard). A minimum of a 15foot landscape buffer shall be provided along the frontage of Discovery Boulevard, and shall incorporate ground cover, a *built-up* berm and/or shrubbery or a combination thereof 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, at least one (1) canopy tree shall be planted per 30-feet of linear frontage.
  - (b) Landscape Buffer (Rochell Road). A minimum of a 20-foot landscape buffer shall be provided along the frontage of Rochell Road (*outside of and beyond any required right-of-way dedication*), and shall incorporate ground cover, a *built-up* berm and/or shrubbery or a combination thereof along the entire length of the frontage. Shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, at least three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage. The landscape buffer along Rochell Road shall general conform to the following illustration [*i.e. Illustration 3*].

Illustration 3: Landscape Buffer along Rochell Road.





ROCHELL ROW / LANDSCAPE BUFFER EXHIBIT FOR ILLUSTRATION PURPOSES ONLY

- (c) Landscape Buffer (SH-276). A minimum of a 25-foot landscape buffer shall be provided along the frontage of SH-276, and shall incorporate ground cover, a *built-up* berm and/or shrubbery or a combination thereof along the entire length of the frontage. Shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, at least three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage. In addition, all buffer-strip planting requirements shall conform to the requirements of Section 6.14, SH-276 Corridor Overlay (SH-276 OV) District, of Article V, District Development Standards, of the Unified Development Code (*i.e. minimum four [4] inch caliper trees required*).
- (4) *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).
- (5) *Hardscape*. Hardscape plans indicating the location of all sidewalks and trails shall be reviewed and approved with the PD Site Plan.
- (g) 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.
- (h) Sidewalks.
  - *i)* Internal Sidewalks. All sidewalks adjacent to an interior residential street shall begin 5½-feet from the back of curb and be five (5) feet in overall width.

# Exhibit 'D':

# PD Development Standards

- *ii)* Sidewalks Adjacent to Rochell Road and Discovery Boulevard. All sidewalks adjacent Rochell Road and Discovery Boulevard shall begin two (2) feet inside the right-of-way line and be five (5) feet in overall width.
- (i) Open Space. The development shall consist of a minimum of 20% open space as calculated from the gross land area, and generally conform to the Concept Plan contained in Exhibit 'C' of this ordinance. Existing floodplain shall be counted at a rate of ½-acre for every acre provided (e.g., 10-acres of floodplain would count as 5-acres of open space). The Homeowner's Association (HOA) shall maintain all open space areas.
- (j) Neighborhood Signage. Permanent subdivision identification signage shall be permitted at all major entry points for the proposed subdivision. Final design and location of any entry features shall be reviewed and approved with the PD Site Plan.
- (k) Community Center. A site plan, landscape plan and building elevations shall be required for the proposed Community Center and shall be subject to site plan approval by the Planning and Zoning Commission prior to construction.
- (I) 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 neighborhood parks, trails, open space and common areas, irrigation, landscaping, amenity centers, screening fences associated with this development.
- 4. Buried Utilities. New distribution power-lines required to serve the Subject Property shall be placed underground, whether such lines are located internally or along the perimeter of the Subject Property, unless otherwise authorized by the City Council. New transmission power-lines, or distribution lines of a size not typically or cost effectively placed underground (3-phase lines), or additional lines that are added to existing poles, may be above ground, if located along the perimeter of the Subject Property. The Developer shall not be required to re-locate existing overhead power-lines along the perimeter of the Subject Property. 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.
- 5. *Variances*. The variance procedures and standards for approval that are set forth in the Unified Development Code shall apply to any application for variances to this ordinance.

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# CITY OF ROCKWALL CITY COUNCIL MEMO

AGENDA DATE: 08/17/2015

**APPLICANT:** David Smith, Rockwall Housing Development Corporation

**AGENDA ITEM:** MIS2015-004; Manufactured Home Replacement (142 Rene Drive)

# SUMMARY:

Discuss and consider the approval of a special request by David Smith on behalf of the owner Jose Contreras for a waiver to the Manufactured Home Replacement Minimum Standards as set forth in Exhibit 'C' of Planned Development District 75 (PD-75) [Ordinance No. 09-37] to allow a new manufactured home to be located within the floodplain on a 0.17-acre property identified as Lot 1376, Rockwall Lake Estates #2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single Family-7 (SF-7) District land uses, located at 142 Rene Drive, and take any action necessary.

# CHARACTERISTICS OF REQUEST:

On behalf of the owner the applicant, David Smith with the Rockwall Housing Development Corporation (RHDC), has submitted a special request to the requirements stipulated for *Manufactured Home Replacement Minimum Standards* outline in *Exhibit* 'C' of Planned Development District 75 (PD-75) [Ordinance No. 09-37]. According to this section, if an existing property has a manufactured home situated on it then the property owner is eligible for a one (1) time replacement of said manufactured home pending the replacement home meets the following criteria:

- 1) The replacement manufactured home shall be permanently affixed to a concrete foundation.
- 2) The replacement manufactured home shall have a minimum of a 3:12 roof pitch.
- 3) The replacement manufactured home shall be constructed of a minimum of 90% masonry materials on the exterior of the structure (excluding windows and doors; including the skirting material). This includes Hardiboard lap siding, "Cemplank" lap siding, or a similar cementaceous durable lap siding material that has a minimum width of 6¼-inches.
- 4) The replacement manufactured home shall be a newer manufactured home and contain at least the same living space/square footage as the previous manufactured home.

The property at 142 Rene Drive currently has an older manufactured home on the subject property that sustained considerable damage with the flooding in Lake Rockwall Estates earlier this spring (see attached Inspection Report in the attached packet). The RHDC did attempt to allow the applicant to build on land owned by the RHDC, but according to Mr. Smith's email this proved to be economically infeasible. At this point, the property at 142 Rene Drive is eligible for a one (1) time replacement subject to the requirements listed above; however, the property is located within the 100-year floodplain and does not meet the fire hydrant coverage requirements (see staff's comments in the attached packet). Mr. Smith has indicated that the RHDC is willing to assist the owner of the property in removing the existing manufactured home and securing a new manufactured home that will meet all the above mentioned criteria with the exception of the masonry requirements; however, in doing this he is asking that the City Council grant the following waivers/variances: 1) waiver of the masonry requirements, 2) allow construction within a 100-year floodplain, and 3) grant a variance to the fire hydrant coverage requirements. To off-

set construction within the floodplain Mr. Smith has stated that the new manufactured home will be on a 24-inch engineered manufactured home foundation (the flooding was measured at 18-20 inches). The finished floor elevation of the property is estimated to be around 516'-518', approximately four (4) to six (6) feet below the 100-year floodplain elevation (~522'). With this being said it should be mentioned that the applicant does have the ability to rehabilitate the current structure, which would exempt him from all the waivers and variances requested.

According to Section C, *Consideration of Special Request*, of *Exhibit 'C'* of PD-75, the City Council may consider special requests on a case-by-case basis for properties located within the Lake Rockwall Estates subdivision pending a recommendation from the Planning and Zoning Commission. The approval of any special request shall preempt any other underlying zoning restrictions stipulated by the zoning ordinance. Additionally, City Council does have the authority to grant a waiver/variance for allowing a manufactured home to be placed on the subject property.

# **RECOMMENDATIONS:**

If the Planning & Zoning Commission and City Council choose to approve the applicant's request staff would recommend the following conditions:

 Any construction or building allowed by this request must conform to the requirements set forth by the Unified Development Code, the 2009 International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

# PLANNING AND ZONING COMMISSION:

On August 11, 2015, the Planning and Zoning Commission approved a motion to recommend approval of the special request by a vote of 4-2, with Commissioners Logan and Jusko dissenting and Commissioner Fishman absent.





# City of Rockwall

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

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user. 163



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# **City of Rockwall**

# **Project Plan Review History**



ТМ

8/4/2015

Applied

Project Number Project Name Type Subtype Status	MIS2015-004 Special Exception MISCELLANEOUS EXCEPTION OR WAIVER STAFF REVIEW		Owner Applicant	CONTRER	AS, JOSE A		Approved Closed Expired Status	8/4/2015	LM
Site Address 142 RENEE DR		City, State Zip ,					Zoning		
Subdivision ROCKWALL LAKE	ESTATES PH2	Tract 1376		Block	<b>Lot No</b> 1376	Parcel No 5380-0000-1376-00-	<b>General Pla</b> OR	an	

Type of Review / Notes Contact	Sent	Due	Received	Elapsed Status	Remarks
Building Inspections D John Shannon	8/5/2015		8/5/2015	APPROVED	
Engineering Departme Amy Williams	8/6/2015		8/7/2015	1 COMMENTS	See Comment

### (8/7/2015 10:45 AM AW)

The appeals board (i.e. City Council) has the authority to hear the request to allow removal and replacement of a mobile home in the existing floodplain of the Little Buffalo Creek floodplain on Renee Drive. It is Staff's understanding that the applicant is requesting to remove the existing structure and place a new mobile home at the same location below the 100 year water surface elevation. To be in compliance with the City's Floodplain and Stormwater Ordinance, this structure would need to be raised approximately eight feet from the current structure elevation.

Staff cannot support the request due to its non-compliance with our ordinance. When the City joined the National Flood Insurance Program, requirements were established to prevent developments and structures from being placed in a designated floodplain. The purpose is to reduce/eliminate repetitive losses and potential loss of life caused by flood events throughout the year.

FIRE	Ariana Hargrove	8/5/2015	8/12/2015 8/5/2015	COMMENTS	See comments	
(8/5/2015 12:24	4 PM AA)					

An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Dear Mr. Miller:

In case Robert has flown the coop early, please see below.

G. David Smith 702 N. Goliad Rockwall, Texas 75087 p. 972.771.2579 f. 972.771.0513

# **SMITH & LEE, LAWYERS**

www.smithandlee.com

Board Certified in Personal Injury Trial Law Texas Board of Legal Specialization

The information contained in this communication is a transmission from Smith & Lee, Lawyers, P.C., and may be information protected by the attorney/client and/or attorney/work product privilege. It and any attachments hereto are also covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2512, and are intended only for the personal and confidential use of the recipient(s) named in the communication, and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this communication or any other reader of the communication is not the named recipient, any use, dissemination, distribution or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and delete the original message from your system. Thank you.

 From: G. David Smith [mailto:
 ]

 Sent: Friday, July 31, 2015 3:17 PM
 ]

 To: 'rlacroix@rockwall.com'
 ]

 Subject: Request for Approval of Trailer Exchange in Lake Rockwall Estates

Dear Robert:

Didn't want you to cancel your email before getting on more action item prior to your retirement!

As we discussed, the Rockwall Housing Development Corporation is seeking to assist Jose Contreras and his wife with the replacement of their home that was flooded this spring. The home was and still is located at 142 Rene Drive, Rockwall, Texas. Mr. and Mrs. Contreras need to replace the home that was flooded. It is an old 1980 mobile home, 75 x 15.

We have discussed various solutions with them. They own the property on Rene. He has a shop there where he keeps his equipment for his lawn mowing business. He has slept there in his truck to prevent theft of any of his personal property.

The trailer they lived in would require new interior walls, new floors, new insulation, new paint, probably new a/c and much more. We have talked about them building on RHDC land, but that is not economically feasible. We need to do the one time replacement the city conditionally allows for these structures.

We propose that the trailer be torn out by the city's contractor who has done such services in the past. It is my understanding the board of RHDC will help with the costs in this regard. Next, we will assist the Contreras' in obtaining a replacement trailer, newer and larger. Here is where we will need a variance from the Council:

a. The property is in flood plain. The flood water came up 18" in the home. We can raise the foundation of the new structure by 24" on an engineered mobile home foundation, but need approval to proceed.

b. The new home will be larger and younger that the old one; but it will not have Hardee Board siding. We will need a variance for that.

These are the two primary areas where we will need city approval before commencing. I ask that the Planning and Zoning Committee take note that, but for the flooding, the old trailer would still be there. Also, the Contreras' technically have the option to renovate the old trailer, which in my opinion will result in a much less desirable situation that what we propose.

Could you please put this on the agenda for the August 11 work session for the Committee so we can start the process of getting this to council?

Thank you for your efforts. I hope I timed this to be your last act before retirement. Best of luck and know you will be missed.

Yours truly,

G. David Smith
702 N. Goliad
Rockwall, Texas 75087
p. 972.771.2579
f. 972.771.0513

# **SMITH & LEE, LAWYERS**

www.smithandlee.com



This confidential report is prepared exclusively for:

City of Rockwall 142 Renee Dr. Rockwall, Texas 75032

Report Identification: 142 Renee Dr, Rockwall, TX 75032						
I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficiency			
I NI NP D	Inspection Item					
	Chec	k # <u>X</u> To be Invoiced	Cash Cost \$ 200.00			
		Rockwall Home 101 Oakridge Drive, R www.rockwallhomeinspecti PROPERTY INSPE	ockwall, TX 75032 ons.com 972-772-6050			
<b>Prepared For:</b>	City of Rockwall, jwidme	r@rockwall.com				
Concerning:	142 Renee Dr, Rockwall,	TX 75032				
By:	Uriah Shockley TREC #	9413		06/10/2015		
(Name and License Number of Inspector) (Date)						

#### PURPOSE, LIMITATIONS AND INSPECTOR / CLIENT RESPONSIBILITIES

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information.

This inspection is subject to the rules ("Rules") of the Texas Real Estate Commission ("TREC"), which can be found at www.trec.texas.gov.

The TREC Standards of Practice (Sections 535.227-535.233 of the Rules) are the minimum standards for inspections by TREC licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is NOT required to turn on decommissioned equipment, systems, utility services or apply an open flame or light a pilot to operate any appliance. The inspector is NOT required to climb over obstacles, move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. The inspection does NOT imply insurability or warrantability of the structure or its components. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

In this report, the inspector shall indicate, by checking the appropriate boxes on the form, whether each item was inspected, not inspected, not present or deficient and explain the findings in the corresponding section in the body of the report form. The inspector must check the Deficient (D) box if a condition exists that adversely and materially affects the performance of a system or component or constitutes a hazard to life, limb or property as specified by the TREC Standards of Practice. General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing components, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

Some items reported may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards or Deficiencies below.

THIS PROPERTY INSPECTION IS NOT A TECHNICALLY EXHAUSTIVE INSPECTION OF THE STRUCTURE, SYSTEMS OR COMPONENTS. The inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller's disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTIONS, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods

Promulgated by the Texas Real Estate Commission (TREC) P.O. Box 12188, Austin, TX 78711-2188 (512) 936-3000 http://www.trec.texas.gov (512) 936-3000

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Report Identification: 142 Renee Dr, Rockwall, TX 75032

I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficiency	
I NI NP D		Inspectio	n Item	

Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

### TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

- malfunctioning, improperly installed, or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathrooms, kitchens, and exterior areas;
- Malfunctioning arc fault protection (AFCI) devices;
- Ordinary glass in locations where modern construction techniques call for safety glass;
- Malfunctioning or lack of fire safety features such as smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- Malfunctioning carbon monoxide alarms;
- Excessive spacing between balusters on stairways and porches;
- Improperly installed appliances;
- · Improperly installed or defective safety devices; and
- Lack of electrical bonding and grounding.

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate licensees also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms require a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

INFORMATION INCLUDED UNDER "ADDITIONAL INFORMATION PROVIDED BY INSPECTOR", OR PROVIDED AS AN ATTACHMENT WITH THE STANDARD FORM, IS NOT REQUIRED BY THE COMMISSION AND MAY CONTAIN CONTRACTUAL TERMS BETWEEN THE INSPECTOR AND YOU, AS THE CLIENT. THE COMMISSION DOES NOT REGULATE CONTRACTUAL TERMS BETWEEN PARTIES. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY CONTRACTUAL TERM CONTAINED IN THIS SECTION OR ANY ATTACHMENTS, CONSULT AN ATTORNEY

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 Report Identification: 142 Renee Dr, Rockwall, TX 75032

 I=Inspected
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 D=Deficiency

 I
 NI
 NP
 D
 Inspection Item

### ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

Flood inspection for manufactured home, single wide, 3 bedroom, 1 bath (2<sup>nd</sup> bathroom converted into closet)fireplace, detached garage and garage port, sunny, 93 degrees, standing water on two side of house and under house.

Home and garage appear to have been fully furnished, occupied, and all utilities on during time of flood with all family belonging in house and garage damaged or lost. Water mark for exterior wall from grade was 48" inches, water mark inside was measured from floor 21" inches with moisture wicked from walls to ceiling due to the duration structure was submerged under water. Water entered structure as high as 4" inches above windows ceils. Total replacement of floors, sub-floors, all interior wall sheetrock, insulation, ceiling sheet rock, appliances, Parts of HVAC system, and sink cabinets should be anticipated due to water damage.

Due to location (appears to be in a flood plain), age, construction and amount of water/flood damage the replacement of entire structure may be less expensive than taking on repairs. Any attempted replacement should be consulted with a structural engineer with an emphasis on grading and drainage for current location.

Correction: Grounding wire for interior breaker panel is not connected to grounding wire. Fix or repair by a licensedelectrician,I=InspectedNI=Not InspectedNP=Not PresentD=Deficiency

-				· ·
I NI	NP	D		Inspection Item
			I.	STRUCTURAL SYSTEMS
$\square$		$\checkmark$	А.	Foundations
				<i>Type of Foundation(s):</i> Metal trailer frame with wheels removed. Existing axle and bearings appear non functional due to age, rust and corrosion. <i>Comments:</i>
				The foundation is performing as intended at time of inspection, however;
				Number and spacing of metal tie down straps are marginal with several missing, unsecured, and excessive slack in existing metal tie downs. Trailer frame should be leveled and tie down straps re- tightened by a qualified licensed manufacturer home installer. Fix or repair Some piers visible under structure are sinking or leaning. Further investigation and repair needed. Insulation under trailer frame is water damaged and falling off and needs to be removed. Fix or repair. Some minor slopping of floors observed throughout house is common for structures of similar, age location and construction. Condition is not uncommon. Fix or repair, Doors are out of square and can't close and lock properly. Fix or repair
				Ventilation of the crawl space is insufficient for the amount of water damage and water contact with structure; a minimum one (1) square foot of free vent area should be provided for every five hundred (500) square feet of crawl space. Proper ventilation will help to control humidity and reduce the potential for rot. Recommend removing all siding so that crawl space can air out due to the amount of moisture (water) around and under house.
				Note: Not all parts of crawl space were accessible due to high water underneath structure and large amount of personal belonging and debris around sides of home.
		$\checkmark$	B.	Grading & Drainage Comments:
				The lot appears to be at the bottom of a hill in a flood prone area. The general topography of the area is such that it will be difficult to control storm water from rising lake. Recommend a qualified licensed engineer evaluate property and remedies for repair to prevent future flood damage.

Report Identificatio	n: 142 Renee Dr, Rockwall, TX 75032 NI=Not Inspected NP=Not Present D=Deficiency
I NI NP D	Inspection Item
	Excessive amount of debris and personal belonging should be removed from sides of house to prevent the harboring of pests and vermin. Condition is also conducive to several varieties of venomous snakes. Trees in contact with structure, leaning towards structure, or hanging over structure should be removed to prevent any further damage to structure due to the perils of
	nature.
	<ul> <li>C. Roof Covering Materials         <i>Type(s) of Roof Covering:</i> Metal Roofing Material with several past repairs.         <i>Viewed From:</i> Inspected from drip edge with ladder.         <i>Comments:</i>         Roofing material is considered to be in poor condition.         Roofing material has signs of past repairs with temporary solutions. Further investigation warranted by a manufacturer home certified and/or licensed roofer for remedies for repair due to past water stains and recent water stains/mold on ceilings.         Roof appears to be leaking. Fix or repair.     </li> </ul>
	<ul> <li>D. Roof Structure &amp; Attic</li> <li>Viewed From: Attic was not accessible.</li> <li>Approximate Average Depth of Attic Insulation: Undetermined</li> <li>Approximate Average Thickness of Vertical Insulation: 3"-4" inches rolled insulation severely water damaged should be removed to prevent rot and structural support wall damage as soon as possible. Fix or repair.</li> <li>Crawl space insulation under house needs replacement due to water damage. Fix or repair Comments:</li> <li>Due to water damage it is wise to remove insulation from inside exterior wall and ceiling attic space to prevent mold, rot and ultimate structural damage to exterior support walls and rafters.</li> <li>Note: attic could not be evaluated since no attic access was available. Inspector suspects that there are several water leaks in roof structure due to evidence of past ceiling stains, recent stains and mold. Roofing material should be evaluated along with remedies for repair by a manufacture home repair</li> </ul>
	professional. Debris on roof needs to be removed
	<ul> <li>E. Walls (Interior &amp; Exterior) Comments: Water damaged interior walls need total sheet rock and insulation replacement to prevent mold, rot and structural wall problems Fix or repair.</li> </ul>
	F. Ceilings & Floors Comments: Signs of new and past water stains observed on ceiling along with mold due water penetration and high level of moisture inside home. Ceiling sheet rock will need replacement for a large majority of ceiling.
	Plywood sub-floors are saturated and replacement should be anticipated due to warping from moisture damage.
	Carpet and laminate floors need total replacement due to moisture damage.
$\boxdot \Box \Box \blacksquare$	<b>G. Doors (Interior &amp; Exterior)</b> <i>Comments:</i> Doors are warped due to moisture damage and do not close, total replacement should be anticipated due to moisture damage.

	n: 142 Renee Dr, Rockwall, TX 75032 NI=Not Inspected NP=Not Present D=Deficiency
I=Inspected I NI NP D	NI=Not Inspected NP=Not Present D=Deficiency Inspection Item
	H. Windows <i>Comments:</i> Single pane windows are performing as intended.
$\Box \Box \Box \Box$	I. Stairways (Interior & Exterior) Comments: Steps for side patio needs to be secured to deck.
$\boxdot \Box \Box \blacksquare$	J. Fireplace/Chimney Comments: Fire box is dirty with debris from flood water. Fix or repair.
	K. Porches, Balconies, Decks, and Carports Comments: Carport/garage was submerged under 48" inches of water. Due to the amount of equipment in garage not all parts of garage could be inspected.
	<ul> <li>II. ELECTRICAL SYSTEMS</li> <li>A. Service Entrance and Panels Comments: Overhead electrical service lines are in contact with trees. Fix or repair by a current licensed electrician Correction: Grounding wire for interior breaker panel is not connected to grounding rod. Fix o repair by a licensed electrician. Missing Arc Fault Circuit Interrupter (AFCI) breakers for bedrooms. Not required when home was built. Fix or repair. Missing GFCI outlets for bathrooms, kitchen and garage. Fix or repair. Exterior disconnect breaker (located on outside meter pole)was submerged under flood water and should be replaced by a current licensed electrician to assure safe and reliable working order. Fix or repair. Interior branch circuit breaker panel is located in master bedroom and considered a hazard by today's standards. Recommend relocating breaker panel. Interior branch circuit breaker panel was not submerged by water, however, breaker panel is extremity dirty inside and should be professionally cleaned by a qualified licensed electrician to assure safe and proper working order.</li> </ul>

☑ □ □ ☑ B. Branch Circuits, Connected Devices, and Fixtures

Type of Wiring: Copper

Comments:

All plug outlets for house and garage should be replaced to assure safe and proper working order since they all were submerged under water.

Improper wiring was observed on water heater, further investigation and repair required by a licensed electrician or qualified plumber

## **III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS**

 $\boxdot \Box \Box \Box$ 

A. Heating Equipment *Type of System:* Central Forced Air Furnace *Energy Source:* Electricity *Comments:* 

Report Identification	n: 142 Renee Dr, Rockwall, TX 75032 NI=Not Inspected NP=Not Present D=Deficiency
I NI NP D	Inspection Item
	Blower and heating elements were submerged under water. Repair or replacement should be anticipated due to water damage. Further investigation warranted by a licensed HVAC professional when power is turned on.
	<b>B.</b> Cooling Equipment <i>Type of System:</i> Central Forced Air System <i>Comments:</i> AC coils are old with signs of heavy rust buildup Condenser was completely submerged under water warranting further investigation by a current licensed HVAC professional when power is on Due to water damage it is recommended that a licensed HVAC professional evaluate entire HVAC 1 system further to assure proper working order. Repairs should be anticipated.
	C. Duct System, Chases, and Vents Comments: Metal ducts were submerged under water. Replacement should be anticipated due to health concerns of mold inside ducts.
	IV. PLUMBING SYSTEM
	<ul> <li>A. Water Supply System and Fixtures         Location of water meter: Right side of driveway.         Location of main water supply valve: Emergency main water shutoff valve was not present, recommend that main water shut off valve be installed next to house for emergency access.         Static water pressure reading: 65 psi (acceptable range 40-80psi)         Comments:         Missing water shutoff valves under all sinks. Fix or repair.     </li> </ul>
	<ul> <li>B. Drains, Wastes, and Vents Comments: It appears that toilet drain line has been disconnected allowing toilet waste water to terminate under house. Fix or repair (note: this may indicate that there was some movement of entire structure due to rising flood water). Waste drains under kitchen sink are held together with duct tape. Further investigation and repair required by a licensed plumber</li> </ul>
	<ul> <li>C. Water Heating Equipment Energy Source: Electricity Capacity: 50gls. Comments: Water heater is at or exceeded estimated life expectancy with evidence of severe rust on unit. Improper wiring should be evaluated by a qualified plumber or licensed electrician.</li> </ul>
	V. APPLIANCES
	A Dishwasher Comments: N/A
	<b>B.</b> Food Waste Disposer Comments: N/A
	C. Range Exhaust Vent Comments: performance could not be determined since power was off
	D. Ranges, Cooktops, and Ovens Comments: Page 7 of 13

Report Identification: 142 Renee Dr, Rockwall, TX 75032I=InspectedNI=Not InspectedNP=Not PresentD=Deficiency							
I NI	NP	D	Inspection Item				
	☑ [	□ E.	Oven range was removed, condition is undetermined. Unit was in the street <b>Microwave Oven</b> <i>Comments:</i> N/A				
	☑ [	□ F.	Trash Compactor Comments: N/A				
	☑ [	□ G.	Mechanical Exhaust Vents and Bathroom Heaters Comments: Performance undetermined since electricity was off				
	☑ [	□ H.	Garage Door Operator(s) Comments: N/A				
	☑ [	□ I.	Doorbell and Chimes Comments: N/A				
	☑ [	□ J.	Dryer Vents Comments: undetermined. Appears dryer vent terminates underneath house				
	☑ [	□ K.	Washer and Dryer Comments Washer and dryer were totally submerged under water:				
	☑ [	□ L.	Refrigerator: Refrigerator was removed and in street. Condition undetermined.				
		VI	OPTIONAL SYSTEMS				
		☑ A.	Private Sewage Disposal (Septic) SystemsType of System: Conventional Drip Septic SystemLocation of Drain Field: In back of houseComments:Septic system and drain field were still submerged under water, recommend a licensed septicrepresentative evaluate system when water recedes.				

# B. Smoke Detectors Comments: Smoke detectors not present

 Report Identification: 142 Renee Dr, Rockwall, TX 75032

 I=Inspected
 NI=Not Inspected
 NP=Not Present
 D=Deficiency

 I
 NI
 NP
 D
 Inspection Item

# **ADDENDUM: REPORT SUMMARY**

The following is a synopsis of the potentially significant improvements that should be budgeted for over the short term. Other significant improvements, outside the scope of this inspection, may also be necessary. Please refer to the body of this report for further details on these and other recommendations.

For your convenience, the following conventions have been used in this summary addendum.

**Major Concerns:** a system or component which is considered significantly deficient or is unsafe. Significant deficiencies need to be corrected and, except for some safety items, are likely to involve significant expense.

Safety Issues: denotes a condition that is unsafe and in need of prompt attention.

**Repair Items:** *denotes a system or component which is missing or which needs corrective action to assure proper and reliable function.* 

**Improvement Items:** denotes improvements which are recommended but not required.

**Items To Monitor:** *denotes a system or component needing further investigation and/or monitoring in order to determine if repairs are necessary.* 

**Deferred Cost Items:** *denotes items that have reached or are reaching their normal life expectancy or show indications that they may require repair or replacement <u>anytime during the next five (5) years</u>.* 

### **MAJOR CONCERNS**

The inspection of the property listed above must be performed in compliance with the rules of the Texas Real Estate Commission (TREC).

#### SAFETY ISSUES

Smoke detectors not present

Overhead electrical service lines are in contact with trees. Fix or repair by a current licensed electrician.

#### **REPAIR ITEMS**

Number and spacing of metal tie down straps are marginal with several missing, unsecured, and excessive slack in existing metal tie downs. Trailer frame should be leveled and tie down straps re-tightened by a qualified licensed manufacturer home installer. Fix or repair

Some piers visible under structure are sinking or leaning. Further investigation and repair needed.

Insulation under trailer frame is water damaged and falling off and needs to be removed. Fix or repair

Excessive amount of debris and personal belonging should be removed from sides of house to prevent the harboring of pests and vermin. Condition is also conducive to several varieties of venomous snakes.

Trees in contact with structure, leaning towards structure, or hanging over structure should be removed to prevent any further damage to structure due to the perils of nature.

Roofing material has signs of past repairs with temporary solutions. Further investigation warranted by a manufacturer home certified and/or licensed roofer for remedies for repair due to past water stains and recent water stains/mold on ceilings

3"-4" inches rolled insulation severely water damaged should be removed to prevent rot and structural support wall damage as soon as possible. Fix or repair.

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Crawl space insulation under house needs replacement due to water damage. Fix or repair

Report Identification: 142 Renee Dr, Rockwall, TX 75032

I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficiency		
I NI NP D	Inspection Item				

Due to water damage it is wise to remove insulation from inside exterior wall and ceiling attic space to prevent mold, rot and ultimate structural damage to exterior support walls and rafters.

Water damaged interior walls need total sheet rock and insulation replacement to prevent mold, rot and structural wall problems Fix or repair

Signs of new and past water stains observed on ceiling along with mold due water penetration and high level of moisture inside home. Ceiling sheet rock will need replacement for a large majority of ceiling.

Plywood sub-floors are saturated and replacement should be anticipated due to warping from moisture damage.

Carpet and laminate floors need total replacement due to moisture damage.

Doors are warped due to moisture damage and do not close, total replacement should be anticipated due to moisture damage

Main disconnect breaker was submerged under flood water and should be replaced by a current licensed electrician to assure safe and reliable working order. Fix or repair.

Main disconnect breaker was submerged under flood water and should be replaced by a current licensed electrician to assure safe and reliable working order. Fix or repair.

All plug outlets for house and garage should be replaced to assure safe and proper working order since they all were submerged under water.

Improper wiring was observed on water heater, further investigation and repair required by a licensed electrician or qualified plumber

Blower and heating elements were submerged under water. Repair or replacement should be anticipated due to water damage. Further investigation warranted by a licensed HVAC professional when power is turned on.

Condenser was completely submerged under water warranting further investigation by a current licensed HVAC professional

Metal ducts were submerged under water. Replacement should be anticipated due to health concerns of mold inside ducts.

Missing water shutoff valves under all sinks. Fix or repair.

It appears that toilet drain line has been disconnected allowing toilet waste water to terminate under house. Fix or repair (note: this may indicate that there was some movement of entire structure due to rising flood water).

Waste drains under kitchen sink are held together with duct tape. Further investigation and repair required by a licensed plumber Water heater is at or exceeded estimated life expectancy with evidence of severe rust on unit.

Improper wiring should be evaluated by a qualified plumber or licensed electrician.

Large amount of cleaning and debris removal due to flood water is needed.

### **IMPROVEMENT ITEMS**

Missing Arc Fault Circuit Interrupter (AFCI) breakers for bedrooms. Not required when home was built. Fix or repair.

Missing GFCI outlets for bathrooms, kitchen and garage. Fix or repair.

Main breaker panel is located in master bedroom and considered a hazard by today's standards. Recommend relocating breaker panel.

Main breaker panel was not submerged by water, however, breaker panel is extremity dirty inside and should be professionally cleaned by a qualified licensed electrician to assure safe and proper working order.

Emergency main water shutoff valve was not present

### **ITEMS TO MONITOR**

Oven range was removed, condition is undetermined. Unit was in the street

Refrigerator was removed and in street. Condition undetermined.

Washer and dryer were totally submerged under water:

Past repairs to drain lines under house were observed by inspector.

### **DEFERRED COST ITEMS**

Condenser was completely submerged under water warranting further investigation by a current licensed HVAC professional when power is on

Report Identification: 142 Renee Dr, Rockwall, TX 75032									
I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficiency						
I NI NP	D	Inspection Item							

Due to water damage it is recommended that a licensed HVAC professional evaluate entire HVAC l system further to assure proper working order. Repairs should be anticipated.

Oven range was removed, condition is undetermined. Unit was in the street

Septic system and drain field were still submerged under water, recommend a licensed septic representative evaluate system when water recedes.

# **ADDENDUM: PHOTO SUMMARY**



Water mark on screen from flood



water mark over condenser



Missing tie down and damaged insulation



Rusted floor duct



water mark on exterior disconnect



water heater is very old with improper wiring

# **ADDENDUM: PHOTO SUMMARY**



Very old past roof repairs



Sample of one of several leaning piers



Saturated floors



Water stain and mold on ceiling



garage after 48 inches of flood water



water was 20 inches high throughout house (Note :Water can wick up to ceiling over a period of time)

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## MEMORANDUM

TO: Rick Crowley, City Manager

FROM: Mary Smith, Assistant City Manager

DATE: August 13, 2015

SUBJECT: Proposed 380 Agreement for Sales/Use Tax

First Texas Homes, an area home builder, through their representative, Doug Duffie approached the City regarding the possibility of entering into a 380 agreement and made his presentation in work session regarding the proposal.

First Texas Homes will convert their accounting system to become a Use Tax payer rather than paying sales tax at the point of sale. Their suppliers are all selling materials from locations outside of Rockwall. For example, if First Texas Homes purchases Acme Brick the sales tax is paid either to Dallas or to Denton where their sales offices are located rather than Rockwall where the home is being built. Mr. Duffie's research shows none of their suppliers are located in Rockwall and staff has confirmed that to the extent possible.

For the effort and expense associated with First Texas Homes changing their accounting systems and paying Use Tax rather than sales tax they would receive 40% of the local sales tax. They would pay the Use tax each month and seek the appropriate rebate once each six months. Several area cities have entered into this kind of agreement.

Council is asked to consider approval of the accompanying 380 agreement.

## First Texas Homes Chapter 380 Agreement Summary

City Chapter 380 Agreements	Legal Entity Individual	First Texas Homes Mtg. on April 23 1:00 Rick Crowley/Mary Smith 2.000%			
City Name		Rockwall			
Contact Name		Rick Crowley			
Contact Title Street Address		City Manager 385 S. Goliad			
City, State, Zip Code		Rockwall, TX 75087			
Phone Number		(972) 771-7700			
Email Address		rcrowley@rockwall.com			
Contact Name					
Contact Title		Director of Finance			
Contact Name					
Contact Title		Econ Devel Director			
Est. # of Undeveloped Lots		126			
Ave Sales Price - 2014 YTD		\$373,614			
Direct Materials (%of sales)		17.70%			
Ave Dir Mat Purch / House (today)		\$66,130			
Ave Local City Use Tax/House		\$1,322.59			
Ave Use Tax Grant / House		\$529			
Ave Use Tax Rcvd City / House		\$794			
Agreement Term / Length		10 Years			
Grant Amount / Percentage of 1% City Use Tax for Future Direct Payment Permit Purchases		80.00%			
Estimated Benefits for the Agreement - First Texas	0.8% Total	FTH Est Sav - thru Buildout			
Existing Undev. Lots / Current Mat. Prices		\$66,658.72			
Existing Undev. Lots/Mat. Price Incr 5% Annually		\$88,034.70			
Existing Undev. Lots/Mat. Price Incr 8% Annually		\$104,290.89			
Estimated Benefits for the Agreement - City	1.2% Total	City Est. Sav thru Build-out	.2% Gen. City Tax	.5% 4A Tax	.5% 4B Tax
Existing Undev. Lots / Current Mat. Prices		\$99,988.07	\$16,664.68	\$41,661.70	\$41,661.70
Existing Undev. Lots/Mat. Price Incr 5% Annually		\$132,052.05	\$22,008.67	\$55,021.69	\$55,021.69
Existing Undev. Lots/Mat. Price Incr 8% Annually		\$156,436.34	\$26,072.72	\$65,181.81	\$65,181.81

Note: Based on NO future undeveloped lot purchases/development during 10-year 380 Agreement (ie: most conservative)

## CHAPTER 380 GRANT AGREEMENT BY AND BETWEEN THE CITY OF ROCKWALL, TEXAS AND FIRST TEXAS HOMES, INC.

This **CHAPTER 380 GRANT AGREEMENT** ("<u>Agreement</u>") is made by and between The City of Rockwall, Texas ("<u>City</u>", also referred to as "<u>Grantor</u>") and First Texas Homes, Inc. (the "<u>Company</u>"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Rockwall, Texas ("<u>City Council</u>") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("<u>Chapter 380</u>"); and

**WHEREAS**, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

**WHEREAS**, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

**WHEREAS**, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

**WHEREAS**, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Rockwall ("<u>Approved Project</u>"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

**WHEREAS**, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

**WHEREAS**, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

## ARTICLE I DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"<u>City</u>" and "<u>Grantor</u>" shall mean The City of Rockwall, Texas.

"<u>Company</u>" shall mean First Texas Homes, Inc.

"Commencement Date" shall mean August 1, 2015.

"Effective Date" shall mean August 1, 2015.

"<u>Direct Payment Permit</u>" also referred to herein as a "<u>Texas Direct Payment Permit</u>" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"<u>Force Majeure</u>" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"<u>Program</u>" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"<u>Program Grant</u>" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

"Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of December 2015 following the Effective Date. For illustration purposes, assume the Effective Date is August 1, 2015 then the first Grant Period would begin on August 1, 2015 and continue through and include December 31, 2015. The next Grant Period would begin on January 1, 2016 and continue through and include June 30, 2016. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2025 and end on July 31, 2025.

"<u>Taxable Items</u>" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"<u>Impositions</u>" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"<u>Use Tax Receipts</u>" shall mean the Grantor's receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"<u>Use Tax Certificate</u>" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company's collection of use tax imposed by and received by the Grantor from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

#### ARTICLE II TERM

2.01 <u>Term</u>. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

#### ARTICLE III ECONOMIC DEVELOPMENT GRANT

3.01 <u>Grant</u>. Subject to the Company's continued compliance of all the terms and conditions of this Agreement, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 80% of the Use Tax Receipts, as previously defined herein (the "<u>Grant</u>"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing August 1, 2015. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 <u>Grant Payment.</u> Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on August 1, 2015 and continues through and includes December 31, 2015. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2016 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars (\$5,000.00), then the amount of the first Grant would be Four Thousand Dollars (\$4,000.00).

3.03 <u>Amended Returns and Audits</u>. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the Grant Period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 <u>Refunds</u>. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

## ARTICLE IV

## DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.01 <u>Use Tax Certificate</u>. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

- a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and
- b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("<u>Confidential Information</u>") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

## ARTICLE V TERMINATION

- 5.01 This Agreement may be terminated upon any one of the following:
  - (a) by mutual written agreement of the parties;
  - (b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;
  - (c) by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);
  - (d) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;
  - (e) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
  - (f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;
  - (g) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

## ARTICLE VI MISCELLANEOUS

6.01 <u>Binding Agreement.</u> The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 <u>Limitation on Liability</u>. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 <u>No Joint Venture</u>. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 <u>Authorization</u>. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 <u>Notice</u>. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

Attn: Rick Crowley Rockwall City Manager 385 S. Goliad Rockwall, TX 75087

With a copy to:

Attn:

If intended for the Company:

Attn: Kristy Murday Controller First Texas Homes, Inc. 500 Crescent Court, Suite 350 Dallas, TX 75201

With a copy to:

Attn: John D. Sloan, Jr. Sloan Matney, LLP Two Turtle Creek 3838 Oak Lawn, Suite 1200 Dallas, TX 75219

6.06 <u>Entire Agreement</u>. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 <u>Governing Law</u>. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Rockwall, Rockwall County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Rockwall County, Texas.

6.08 <u>Amendment</u>. This Agreement may only be amended by the mutual written agreement of the parties.

6.09 <u>Legal Construction</u>. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 <u>Recitals</u>. The recitals to this Agreement are incorporated herein.

6.11 <u>Counterparts</u>. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 <u>Survival of Covenants</u>. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 <u>Sovereign Immunity</u>. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 <u>Dispute Resolution</u>. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally. The mediation shall be held in Rockwall, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## [SIGNATURE PAGES FOLLOW]

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

## THE CITY OF ROCKWALL, TEXAS

By: \_\_\_\_\_\_ Rick Crowley, City Manager

ATTEST:

City Secretary

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

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: First Texas Homes, Inc. a Texas corporation

By:\_\_\_\_

Name:	Kristy Murday
Title:	Controller

#### ACKNOWLEDGMENTS

STATE OF TEXAS § SCITY OF ROCKWALL §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Rick Crowley, City Manager of The City of Rockwall, Texas, on behalf of said city.

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

Notary Public, State of Texas

My commission expires: \_\_\_\_\_

## STATE OF TEXAS § SCITY OF DALLAS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Kristy Murday, Controller of First Texas Homes, Inc., a Texas corporation, on behalf of said company.

Name:

Notary Public - State of Texas

My commission expires:

## CITY OF ROCKWALL CITY COUNCIL MEMO

AGENDA ITEM:	SP2015-016; Life Spring Church
APPLICANT:	Wayne Mershawn of Mershawn Architects
<u>AGENDA DATE:</u>	08/17/2015

## SUMMARY:

Discuss and consider a request by Wayne Mershawn of Mershawn Architects on behalf of Rex Walker of Life Springs Church for the approval of variances to the articulation and residential screening requirements as stipulated by the Unified Development Code in conjunction with an approved site plan for a church on a seven (7) acre portion of a larger 28.881-acre tract of land identified as Tract 15-01 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Corridor Overlay (SH 205 BY-OV) District, located on the north side of John King Boulevard east of the intersection of John King Boulevard and SH-205, and take any action necessary.

#### PURPOSE:

The applicant is requesting approval of a Site Plan for the purpose of new construction of an approximately 25,433 sq. ft. *Church* facility. The property is zoned *Agricultural (AG) District* and has been granted a Specific Use Permit [*SUP Ord. No. 15-21*] on August 3, 2015 to allow for a *Church* development on the seven (7) acre portion of the larger 28.811-acre tract of land. The property is also within the *SH-205 By-Pass Corridor Overlay* (SH205 BY-OV) *District* and is generally located on the north side of John King Boulevard, east of the intersection of John King Boulevard and SH-205.

#### VARIANCE REQUESTS:

- 1. The applicant is requesting a variance to the *Unified Development Code*, *Article V*, *Section 4.1 General Commercial District Standards*, to allow for not meeting the Horizontal Articulation requirements as established in *Art. V*, *Sec. 4.1, C.1.a.* and as depicted in the Building Elevations as submitted. The code reads as follows:
- C. Building articulation.

1. *Requirements.* Facades shall meet the following minimum standards for articulation:

a) *Horizontal articulation.* No building wall shall extend for a distance equal to three times the wall's height without having an offset of 25 percent of the wall's height, and that new plane shall extend for a distance equal to at least 25 percent of the maximum length of the first plane.

Although the applicant has provided contrasting elements depicting offsets for the north and south elevations, the offsets do not meet the technical definition for horizontal articulation. The variance requested by the applicant for not meeting the horizontal articulation requires a simple majority vote in the affirmative of all council members present for approval.

- 2. The applicant is also requesting a variance to Article VIII, Landscape Standards of the Unified Development Code (UDC) as indicated below.
  - a) To allow for not meeting the screening standards as established in Art. VIII, Sec. 5.6 Screening from Residential Uses which requires a minimum 6-ft high masonry screening fence. The applicant is requesting to allow a 6-ft cedar fence along the perimeter of the property to provide screening from the Breezy Hill Phase IV subdivision. It should be noted that there is an approximately 12-ft downward slope towards the development and that the parking spaces are approximately 90-ft from the property line adjacent to the residential development.

## ARCHITECTURAL REVIEW BOARD RECOMMENDATION:

On August 28, 2015, the Architectural Review Board (ARB) reviewed the proposed building elevations for the site. General discussion concerning the agenda item took place between the Board Members and city staff. The board expressed concern with the lack of horizontal and vertical articulation of the building and the colors presenting no contrast based on the stone/stucco combination in the color rendering.

To address these concerns the board recommended that the applicant increase the horizontal and vertical projections and more particularly, the north and south elevations in order to provide relief. Furthermore, the board recommended the applicant reduce the amount of stone and incorporate brick that would provide a contrasting element to the visual appearance of the building. Finally, the board recommended the applicant incorporate window treatments and canopies in the projecting elements of the primary entrance to the church.

The applicant has revised the elevations by incorporating window treatments and canopies with tie backs in the tower elements of the primary entrance (west elevation) and has increased the vertical projections of the north and south facing elevations. In order to break up the linear appearance of the north and south elevations, the applicant has incorporated pilaster elements that provide massing, and canopies with tie backs as an architectural feature (south elevation), while using a stacked stone rather than brick to provide contrast and the appearance of depth.

Based on the applicant's revised plans, the pilaster elements do not meet the technical definition for horizontal articulation of the north and south elevations, therefore, a variance will be required.

The ARB requested a subsequent review of the revised elevations via e-mail. At the time of this report, staff has received one (1) e-mail from an ARB member expressing a concern with the building having a flat façade with only a change in materials.

## **RECOMMENDATIONS:**

The site plan submitted by the applicant meets all the technical criteria stipulated by the UDC and SH205 BY-OV, with the exception of the variances requested and the items listed below. Should the Planning and Zoning Commission choose to approve the applicant's request, then the following conditions of approval should be adopted with this case:

- 1) All comments provided by the Planning, Engineering and Fire Department must be addressed prior to the submittal of a building permit and to include the following Planning comments;
  - a. All exterior signage requires submittal and approval of a separate permit through the Building Inspections Department.

- b. Submittal, approval, and filing of a final plat prior to the issuance of a Certificate of Occupancy.
- c. Approval of the variances requested from the City Council for not meeting the horizontal articulation standards and requirements for screening from residential uses of the *Unified Development Code* as noted in this report.
- 2) Any construction or building necessary to complete this *Site Plan* request must conform to the requirements set forth by the UDC, the 2009 International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

On August 11, 2015, the Planning and Zoning Commission approved the Site Plan request with staff conditions and also recommended approval of the variances requested for not meeting the horizontal articulation and residential screening standards by a vote of 6 to 0 [Fishman – absent]. It should be noted that Mr. Rex Walker of Life Spring Church requested to use the existing trees along the east property line for screening purposes from the future residential development rather than a six foot masonry or the *requested* six foot *cedar fence* due to the 12 to 14 foot downward slope that exists on the property. The Commission's recommendation for a variance to the residential screening standards includes live screening with the existing trees and any additional trees necessary to provide proper screening of the eastern property line.





# **City of Rockwall**

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

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## Cole, Kristy

From:	Crowley, Rick
Sent:	Wednesday, August 12, 2015 3:52 PM
То:	Cole, Kristy
Subject:	FW: Street debris
Attachments:	IMG_5417.JPG; ATT00001.txt

Please include this along with the item that has been added to the agenda at Council member Milder's request.

-----Original Message-----From: Milder, Scott Sent: Saturday, August 01, 2015 1:15 PM To: Crowley, Rick Cc: Council Group Subject: Street debris

Rick, this drives me nuts. These roof shingles have been in road all summer. Do we have someone in streets department responsible for debris clean up? Especially at crash sites? I'm guessing not because crash debris doesn't get cleaned up. Please place discussion item on agenda and plan to add one person and one truck to budget discussion to have a dedicated person full time to street clean up. Not talking about a street sweeper.

We are not a trashy city.

Thank you,





## MEMORANDUM

- TO: Honorable Mayor and City Council Members
- FROM: Kristy Cole, Assistant to the City Manager / City Secretary
- DATE: August 14, 2015
- SUBJECT: Boards & Commissions (Re)Appointments

Staff has e-mailed the city council additional information concerning (re)appointment considerations and will be speaking with individual council members more about this at the meeting on Monday.



## MEMORANDUM

- TO: Mayor and City Council
- FROM: Rick Crowley, City Manager

DATE: August 12, 2015

SUBJECT: July 4<sup>th</sup> Parade

Several Council members have suggested that the City should discuss the possibility of assuming the responsibility for organizing, conducting, and producing the July 4 parade next year. This item is placed on the agenda for that purpose. The discussion can include any specifics about the parade that may be applicable.