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## AGENDA ROCKWALL CITY COUNCIL Monday, December 07, 2015

#### 4:00 p.m. Regular City Council Meeting City Hall - 385 S. Goliad, Rockwall, Texas 75087

#### I. CALL PUBLIC MEETING TO ORDER

#### II. EXECUTIVE SESSION.

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

- 1. Discussion regarding land acquisition for South Community Park pursuant to Section § 551.072 (Real Property).
- 2. Discussion regarding purchase or lease of real property / land acquisition in the vicinity of the downtown area pursuant to Section § 551.072 (Real Property).
- **3.** Discussion regarding legal advice associated with homeowners association (HOA) regulations within the city pursuant to Section 551.071 (Consultation with Attorney).
- **4.** Discussion regarding process associated with City Manager performance evaluation pursuant to Section 551.074 (personnel matters)

#### III. ADJOURN EXECUTIVE SESSION

#### IV. WORK SESSION

- p.9 1. Hold work session with Christopher Jackson Wynne/Jackson Inc. to discuss potential development generally located in the vicinity of FM-3097 and FM-549.
- p.12 **2.** Hold work session to hear and discuss a final report by AECOM regarding public transportation, and take any action necessary.

## AGENDA ROCKWALL CITY COUNCIL

#### Monday, December 07, 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. PROCLAMATIONS / AWARDS
- p.29 1. Snowball Express Celebration Day
- IX. OPEN FORUM
- X. CONSENT AGENDA
- **p.31 1.** Consider approval of the minutes from the November 16, 2015 regular city council meeting, and take any action necessary.
- 2. Z2015-027 Consider a request by Bobby Dale and Bretta Price for the approval of an ordinance for a zoning change from an Agricultural (AG) District to a Single Family Estate 2.0 (SFE-2.0) District for a 5.5-acre tract of land identified as Tract 17-7 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 453 Cullins Road, and take any action necessary [2nd Reading].
- p.51 3. Z2015-029 Consider a City initiated zoning request for the approval of an ordinance for a text amendment to various sections of Article V, District Development Standards, Article VIII, Landscaping Standards, and Article IX, Tree Preservation, and to create Appendix F, Landscaping Guidelines, of the Unified Development Code [Ordinance No. 04-38] for the purpose of incorporating recommendations made by the Landscape Ordinance Review Committee, and take any action necessary [2nd Reading].
- p.794. Consider authorizing the City Manager to execute an agreement with the Rockwall Central Appraisal District for collection services for the fiscal year 2016 in the amount of \$67,940 to be funded by the Administration Operating Budget, and take any action necessary.
- p.86 5. Consider authorizing the city manager to execute an interlocal agreement with Rockwall County related to municipal judge services for "No Refusal Weekends" during the upcoming year, and take any action necessary.
- p.92 6. Consider authorizing the City Manager to execute a Professional Engineering Services Contract with Birkhoff, Hendricks & Carter, LLP to prepare engineering design plans and specifications for the utility relocations on SH 276 from SH 205 to FM 549 in an amount not to exceed \$72,800 to be funded by water and sewer revenue bonds, and take any action necessary.

- p.1097. Consider authorizing the City Manager to execute a Professional Services Contract with Pipeline Analysis, LLC to perform a Capacity, Management, Operations and Maintenance Self-Audit and Plan in the amount of \$29,235 to be funded by water and sewer revenue bonds, and take any action necessary.
- p.127 8. Consider authorizing the City Manager to execute a Professional Engineering Services Contract with Teague, Nall and Perkins, Inc. to eliminate the Stonebridge Lift Station and construct new sanitary sewer gravity pipe to serve the current area in the amount of \$74,300 to be funded by water and sewer revenue bonds, and take any action necessary.

#### XI. 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.

#### XII. ACTION ITEMS

- p.151 1. Discuss and consider a request by Chad Hudson for the approval of a variance to the material requirements stipulated by Section 7.5, Retaining Walls, of the Standards of Design and Construction manual for a 1.395-acre parcel of land identified as Lot 5, Block A, Independence Pass Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8) for single family land uses, addressed as 107 Independent Place, and take any action necessary.
- p.1632. Discuss and consider a request from Ms. Matilyn Mathis with The Rustic Warehouse for size, height and materials variances for a projection sign located at 1411 South Goliad, and take any action necessary.
- p.170 **3.** Discuss and consider a request from Ms. Brandi Lewellen with Sign Mart representing The Major Law Firm for a setback variance for a monument sign located at 301 N Fannin, and take any action necessary.
- p.176 4. Discuss and consider modifying Chapter 38. Subdivisions, Article I. In General, Section 38-19. Street Improvements and Oversizing of the Municipal Code of Ordinances to require a 41-foot street adjacent to schools and parks, and take any action necessary.
- p.179 **5.** Discuss and consider approval of a resolution directing publication of notice of intention to issue combination tax and surplus revenue certificates of obligation; resolving other matters relating to the subject; and take any action necessary.
- p.187 6. Discuss and consider process associated with and/or annual designation of city's newspaper of record, and take any action necessary.
- p.189 7. Discuss and consider (re)appointment of board members to the Main Street Advisory Board, and take any action necessary.

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

**1.** Departmental Reports

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- p.233 Recreation Monthly Report October 2015 Rockwall Animal Adoption Center Monthly Report - October 2015 p.235
- 2. City Manager's Report

#### XIV. 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 land acquisition for South Community Park pursuant to Section § 551.072 (Real Property).
- 2. Discussion regarding purchase or lease of real property / land acquisition in the vicinity of the downtown area pursuant to Section § 551.072 (Real Property).
- **3.** Discussion regarding legal advice associated with homeowners association (HOA) regulations within the city pursuant to Section 551.071 (Consultation with Attorney).
- **4.** Discussion regarding process associated with City Manager performance evaluation pursuant to Section 551.074 (personnel matters)

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

#### XVI. ADJOURNMENT

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

The City of Rockwall City Council reserves the right to adjourn into executive session at any time to discuss any of the matters listed on the agenda above, as authorized by Texas Government Code § 551.071 (Consultation with Attorney) § 551.072 (Deliberations about Real Property) § 551.074 (Personnel Matters) and § 551.086 (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 4<sup>th</sup> day of December, 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

Jacky Casey, Assistant Secretary



# CITY OF ROCKWALL, TEXAS *MEMORANDUM*

TO: Mayor and City Council

CC: Rick Crowley, City Manager Brad Griggs, Assistant City Manager

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

DATE: December 7, 2015

SUBJECT: Appointment with Wynne/Jackson Inc.; Wallace Property

Christopher Jackson of Wynne/Jackson Inc. has scheduled an appointment with the City Council at the work session on December 7, 2015 to discuss a potential single-family development. The subject property is located on the north side of Horizon Road [*FM-3097*], north of Wallace Lane and is bounded by the Lake Rockwall Estates Subdivision to the north, Wallace Lane to the east, Horizon Road to the south and various properties east of Ranch Trail Road to the west. The property is also identified as the *Wallace Property* (attached to this memorandum is a location map).

Mr. Jackson will be providing the City Council with a concept plan for the area at the work session. In the meantime, he has asked staff to provide the City Council with a link (*below*) to the Wynne/Jackson Inc. website, which has examples of single-family developments they have built in other cities.

Link: http://www.wynnejackson.com/projects





## 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.



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## MEMORANDUM

то:	City Council
FROM:	Joey Boyd, Director of Internal Operations
DATE:	December 1, 2015
SUBJECT:	Transportation Study
DATE: SUBJECT:	

The City of Rockwall hired Aecom's Transit Division to review information provided by STAR Transit related to their request for funding. Aecom has collected data from STAR Transit, the North Central Texas Council of Governments, and held stakeholder's meetings with the City and Rockwall County.

Included in the City Council packet is a final report for your review. Representatives from Aecom will be at the work session on Monday to provide their final report on their evaluation of STAR Transit and to answer any questions the City Council might have related to the study.

# City of Rockwall Transit Services Review - DRAFT

DECEMBER, 2015

**PREPARED BY:** 



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## **1.0 INTRODUCTION**

### 1.1 Background

The City of Rockwall is a community of 41,000 residents located in Rockwall County in the northeast part of the Dallas-Fort Worth (DFW) metropolitan area. Demand-responsive transit services are provided throughout Rockwall County by STAR Transit under a variety of local and private contracts. STAR Transit also provides demand response services in Kaufman County, the cities of Mesquite, Balch Springs, and Seagoville, and for limited medical trips throughout the region.

As a result of the 2000 Census, parts of Rockwall County (primarily within the cities of Rockwall and Heath) were designated as part of the DFW-Arlington urbanized area. Because STAR Transit provides services in both urbanized and rural areas, this change did not significantly affect the amount of federal funding available for transit services in Rockwall County until the Moving Ahead for Progress in the 21st Century Act (MAP-21) was enacted in 2013. MAP-21 shifted federal funding to a formula-driven allocation, with rural §5311 funding tied directly to service measures and population in rural areas. Urban §5307 funding for operating expenses in large urban areas is limited to Job access and reverse commute (JARC) programs.

As a result of these changes and the resulting decrease in available federal funding to STAR Transit, the service provider has had to explore opportunities for increased local funding, including raising the contract payments from participating local governments such as the City of Rockwall and Rockwall County.

In addition to increases needed to cover shrinking costs, STAR proposed an increase in service from seven to eight demand-response buses. This proposal was estimated to provide 64 hours of transit service per day at a cost of \$812,160 annually. After paying 50% through remaining grants and apportioning to the county and cities based on trip origin, the City of Rockwall's share for FY16 was estimated at approximately \$172,500.

This cost represents a significant increase over previous transit contributions. As such, the purpose of this study is to provide an assessment of the projected costs and review existing demand response services in Rockwall for efficiency and cost effectiveness. This assessment is based on a review of available information from the National Transit Database (NTD), STAR Transit, and local stakeholder interviews. The following sections include the results of a peer comparison, an analysis of Rockwall County service data, and guidance regarding future transit partnerships.

## 2.0 PEER COMPARISON (SYSTEM-WIDE)

### 2.1 Peer Selection

The peer review is based on service data from the 2013 National Transit Database. The data from the full set of national transit providers was downloaded and sorted across several measures for comparison to STAR Transit. Texas and Oklahoma Transit agencies were selected if they met the following criteria:

- Provided direct operation of some demand response service
- Operated between 10 and 100 vehicles during maximum service
- Have a service area population at least 50,000, but less than 1,000,000.

**Table 1** shows the agencies selected for the peer analysis and an overview of similar and distinguishing characteristics as compared to STAR Transit. **Figure 1** shows the location and relative size of selected peer providers.

Agency	Distinguishing Features	Service Area mi. <sup>2</sup>	Service Area Pop.
Handitran Special Transit Division - City of Arlington	Smaller, but more dense service area. Available only to seniors and persons with a disability	199	368,216
Corpus Christi RTA (The B)*	Similarly sized, but more dense service area. Operates more fixed route service. Majority of demand-response trips are contracted out.	841	342,412
The Gulf Coast Center (Connect Transit)	Larger service area operating more fixed route service.	1,784	437,155
Smaller but more dense service area. Oklahomaleveland Area Rapidransit (CART)Smaller but more dense service area. Oklahomaprovider governed by different state regulationsand funding allocations.		27	52,826
Texoma Area Paratransit System, Inc. (TAPS)	Much larger service area, primarily rural.	6,295	804,455
City of Cleburne (CCT/Cletran)	Similarly sized service area.	725	153,441
STAR Transit		908	184,648
Public Transit Services (PTS)*	Larger, more rural service area.	1,855	147,568
Special Programs for Aging Needs (SPAN)	Similarly sized, but more dense service area. Only serves rural areas not served by DCTA.	878	707,304

## **Table 1: Selected Peer Transit Providers**

\* For comparison purposes, only directly-operated demand response services are included in the measures above. Source: NTD 2013 Data Tables



Figure 1: Peer Transit Providers Selected For NTD Analysis

### 2.2 Findings

Traditional service measures such as revenue hours, revenue miles, and operating and maintenance costs vary widely from system to system, due to the differences in service area size and population served. However, by looking at comparative metrics like cost per revenue hour, for example, STAR Transit's service efficiency and cost effectiveness can be evaluated against its peers. **Table 2** below shows these metrics across all peer transit providers.

Agency	Avg. Trip Length	Cost per Trip *	Cost per Hour *	Cost per Mile *	Trips per Hour*	Trips per Mile*	Service Hrs. per capita
Handitran Special Transit Division - City of Arlington	11.9 mi.	\$ 27.68	\$ 59.54	\$ 4.54	2.15	0.16	0.07
Corpus Christi RTA (The B)*	32.2 mi.	\$ 38.91	\$ 70.32	\$ 3.72	1.81	0.10	0.01
The Gulf Coast Center (Connect Transit)	17.8 mi.	\$ 39.61	\$ 93.33	\$ 4.33	2.36	0.11	0.03
Cleveland Area Rapid Transit (CART)	N/A	\$ 17.84	\$ 48.77	\$ 4,44	2.73	0.25	0.12
Texoma Area Paratransit System, Inc. (TAPS)	13.9 mi.	\$ 13.73	\$ 38.49	\$ 2.05	2.80	0.15	0.14
City of Cleburne (CCT/Cletran)	N/A	\$ 27.91	\$ 46.16	\$ 3.12	1.65	0.11	0.15
STAR Transit	7.3 mi.	\$ 21.63	\$ 50.95	\$ 3.05	2.36	0.14	0.32
Public Transit Services (PTS)*	N/A	\$ 22.97	\$ 44.67	\$ 2.36	1.94	0.10	0.25
Special Programs for Aging Needs (SPAN)	N/A	\$ 22.76	\$ 48.41	\$ 2.64	2.13	0.12	0.05
Straight Average of Peers	19.0 mi.	\$ 26.43	\$ 56.21	\$ 3.40	2.20	0.14	0.10

**Table 2: Peer Provider Service Metrics** 

\* For comparison purposes, only directly-operated demand response services are included in the measures above. Source: NTD 2013 Data Tables

STAR Transit's cost effectiveness, as shown by the per-hour and per-mile costs, is slightly better than average compared to similarly situated transit providers. The cost per hour of \$50.76 used as a basis for the contract price is also within this range. Service efficiency, reflective of trips per hour and trips per mile, is also about average. The key area of difference is that, relative to service area population, STAR Transit is providing more service per capita than any other peer provider.

As part of the peer analysis, service costs across spending categories were also analyzed. As shown in **Figure 2**, STAR Transit is spending less on general administration and maintenance than its peers, and the majority of expenses are for vehicle operation.



Figure 2: Percentage of Operating Expense by Spending Category

Note: Not all providers reported expenses at this level of detail. The above analysis only compares providers who responded. Source: NTD 2013 Data Tables

Overall, the peer analysis does not reveal any imbalanced expenditures or inappropriate costs for STAR Transit. Rather, the higher costs per capita in the STAR Transit service area are most appropriately attributed to the greater level of hours and miles of service being provided.

## **3.0 EXISTING CONDITIONS**

## 3.1 Historical Context

Historical NTD Data for the STAR service area was also evaluated from previous years to understand trends. **Table 3** shows a variety of NTD service metrics across a four-year period from 2011 to 2014.

Measure	FY 11 (NTD)	FY 12 (NTD)	FY 13 (NTD)	FY 14 (NTD)
Operating Costs	\$2,570,827	\$2,655,982	\$3,008,399	\$3,878,837
Revenue Hours	49,285	60,707	59,047	68,816
Revenue Miles	1,204,267	1,283,059	985,510	1,244,927
Unlinked Passenger Trips	153,149	143,508	138,538	139,548
Farebox Revenues	\$63,223	\$68,047	\$95,152	\$134,025
Cost per Passenger	\$16.79	\$18.51	\$21.72	\$27.80
Cost per Revenue Hour	\$52.16	\$43.75	\$50.95	\$56.37
Cost per Revenue Mile	\$2.13	\$2.07	\$3.05	\$3.12
Average fare per boarding	\$0.41	\$0.47	\$0.69	\$0.96
Farebox Recovery Ratio	2.46%	2.56%	3.16%	3.46%

### Table 3: STAR Transit System-wide NTD metrics, 2011-2014

Note: 2012 NTD-reported farebox revenue also included \$1,349,342 in purchased transportation contract relationships, which are not included here in order to provide a more consistent approach across years.

Note: All numbers reflect STAR's directly operated demand response service only. Fixed route service is excluded. Source: 2011 – 2013 NTD Data Tables, 2014 STAR Transit NTD Submittal

As shown, there has been a general upward trend in operating costs, hours, and miles. The context of system expansion into Mesquite may help explain some of the larger increases between 2013 and 2014. However, it should be noted that total unlinked passenger trips have been declining since 2011, and remained flat during the expansion into Mesquite.

Although STAR Transit's current service efficiency and cost effectiveness metrics are good in relation to its peers, they are not as strong as they have been in previous years. As shown in **Figure 3**, the increasing costs combined with declining ridership results in an increasing cost per passenger.



Source: 2011 – 2013 NTD Data Tables, 2014 STAR Transit NTD Submittal

### 3.2 Rockwall County Service Data

The analysis of data specific to Rockwall County comes from the driver manifests provided by STAR Transit for the month of April 2015. April and October are typically ideal months for evaluating transit needs (school in session, ideal weather conditions, etc.) and typically reflect the highest transit ridership for the year. The week of April 13-17 was found to carry the highest ridership in April and was selected for detailed analysis.

Boardings and alightings for each bus across all five days were processed to reflect how many riders are on Rockwall's designated buses at any given time. This analysis does not represent the total trips served each hour, but rather takes trip length into account to get a sense of the typical load on the bus system across the service day. **Figure 4** shows the daily load across all Rockwall buses in operation (typically spread across 5-6 buses, tapering down in the early morning and evening).



Figure 4: Rockwall County Daily Load, April 13-17

Source: STAR Transit Trapeze Manifest from April, 2015

Each day reflected a similar pattern of trip density, with low volumes in the morning and a spike in mid-afternoon. No anomalies were identified between different days of the week, and given the nature of weekday service to the Rockwall Boys & Girls Club, this data is believed to be a good representation of service generally.

**Figure 5** shows the average of these five weekdays as well as the estimated maximum load. The maximum load is meant to capture, for each time period, the highest spike across all five days evaluated. For example, while the average weekday shows a distinct spike at 3:00 p.m., the estimated max load line reflects day-to-day variability showing a wider window (from about 2:00 p.m. to 4:00 p.m.) when buses may be responding to Boys & Girls Club trips. Similarly, more day-to-day variability in the 9:00 a.m. to 11:00 a.m. time frame results in a higher estimated maximum load than for the 11:00 a.m. to noon hour, which is consistently low.



Figure 5: Rockwall County Average and Maximum Weekday Load, April 13-17

It was not clear from the driver manifest data when a driver's designated break time occurred. The analysis shows that service to the Boys & Girls Club is driving the demand for vehicles in the afternoon, while many buses are running light loads the remainder of the day.

The second task of the current service analysis was to identify higher yield destinations that may be more efficiently served through fixed route service. Figure 6 reflects the top origins and destinations during the week of April 13-17<sup>1</sup>. This data includes locations where customers were both picked up and dropped off, so every ten boardings and alightings would represent an average of one round trip per day. Two private residences are mapped (in grey) to the nearest street corner for privacy considerations. It should be noted that for many demand-response systems, the residents with the highest need for the system can shift as circumstances (employment, vehicle availability, temporary disability, etc) change. Therefore these residences may not be as reflective of long-term transportation needs as other locations. Locations associated with Boys & Girls Club that occur consistently during the 3:00 p.m. spike are shown in orange. Locations that occur at high frequency throughout the day are shown in purple.

Source: STAR Transit Trapeze Manifest from April, 2015

<sup>&</sup>lt;sup>1</sup> A three-way tie resulted in 21 "top" locations, with counts of eight or more.



Figure 6: Most Frequented Locations, April 13-17

Note: Numbers reflect the total boardings and alightings made to each location during the week of April 13-17, 2015 Source: STAR Transit Trapeze Manifest from April, 2015

## 4.0 STAKEHOLDER INTERVIEWS

As part of the service review, a series of stakeholder interviews were conducted with NCTCOG staff, Rockwall County Officials, and a representative of STAR transit. A phone interview was conducted with Sarah Chadderton of NCTCOG. She explained that NCTCOG's role in the FTA federal funding process is to pass through funding to whatever service providers have been designated by local authorities. She provided insight into MAP-21 changes and noted that STAR's experience of decreasing funding for demand-response services is common among other providers.

An in person meeting was held with Rockwall County Judge David Sweet and Rockwall County Commissioner and STAR Board representative David Magness. As a result of this discussion, County Commissioner Magness met with STAR Transit representatives to negotiate an interim contract that reflected Rockwall's need for a lower cost while still maintaining level of service.

Finally, the consultant team met with Mike Sims in his role as consultant to STAR Transit. Mr. Sims explained his role for STAR Transit is to negotiate with NCTCOG and FTA and engage local government representatives in transit planning. He confirmed the interim agreement between STAR and Rockwall County would be for a 10,000 hour per year system utilizing five buses. He recommended two methods for obtaining additional funding in order to alleviate the total needed from the City of Rockwall. The first is to pursue a fixed route bus that targets job-access and reverse-commute trips, which would qualify for additional Federal FTA funding under the §5307 urban formula program. The second strategy is to pursue more standalone contracts with other local, non-governmental stakeholders. Any contracted revenue from entities in Rockwall County would contribute to the total local match required.

## **5.0 NEXT STEPS AND RECOMMENDATIONS**

## 5.1 Contract Assessment

After reviewing the preliminary data associated with this study, county and city officials met with representatives of STAR Transit to negotiate an interim agreement for service over the next year. This plan reduces the buses allocated to Rockwall from seven demand response to four demand response plus one fixed route bus.

During that time, it is recommended that Rockwall evaluate how well the new service meets the needs of the community. It will be imperative that data analysis and financial records be kept and freely communicated between all local stakeholders. The following factors should be tracked on a monthly basis in order to enable Rockwall to evaluate the service provided:

- Ridership for the City of Rockwall and Rockwall County
- Origin and destination information for City of Rockwall trips
- Service metrics including passengers per revenue hour, cost per revenue hour and cost per passenger
- Record of total service hours provided

- On-time performance
- Load factors
- Missed trips

Timely communication of service metrics and detailed accounting reports should be a requirement of any service contracts going forward. In addition, it is recommended that the city and county work together with STAR Transit to develop a set of minimum performance standards, as well as preferred remedies for addressing under-performing routes or unmet community needs. The service contract should also include detailed information regarding the responsibilities, powers, and liabilities of all involved parties.

### **5.2 Logisticare Allocations**

According to data provided by STAR Transit, Logisticare services occurring in Rockwall County generated approximately \$15,000 for the month of October 2015. Logisticare trips are served under a separate contract with STAR Transit, and the revenue generated under this contract is not eligible to be used as a local match source. However, the revenue generated compared to the number of trips provided under the Logisticare contract (204 trips in October) would indicate more than enough revenue to cover the per-hour expenses associated with those trips<sup>2</sup>. As such, service metrics reported under the Rockwall County contract should reflect a reduction of total trips and revenue hours provided in the county to account for trips provided under the Logisticare contract.

In October, approximately 8% of trips in Rockwall County were associated with the Logisticare program. STAR Transit's preferred policy is to provide additional service in Rockwall County to account for Logisticare needs above the level of service agreed to under the contract with Rockwall County. However, the data currently available analyzed for this report does not distinguish between Logisticare and non-Logisticare revenue hours and no evidence has been provided that demonstrates service provided under the Rockwall County contract meets the service levels used to calculate the costs to Rockwall County and its partners. Moving forward, separate record-keeping by STAR for these two contracts will be necessary for Rockwall to make informed choices about the amount of service needed and to clearly understand the costs associated with those services. If revenue hours for Logisticare trips cannot be distinguished from other revenue hours provided in the county, then other remedies should be discussed and incorporated into the contract:

1. Determine a formula to allocate Logisticare services based on number of trips that is agreeable to all parties, and use this as a basis for reporting service statistics provided under the Rockwall and Logisticare contracts separately.

<sup>&</sup>lt;sup>2</sup> A percentage based approximation of hours associated with Logisticare trips results in 65 revenue hours of service in October, for approximately \$230 in revenue generated for each service hour provided. This estimate may not completely account for potential trip-sharing between Logisticare and non-Logisticare riders. However, even a very conservative estimate of 1 revenue hour per Logisticare trip would yield approximately \$75 in revenue per service hour (compared to STAR's cost of \$50.76 per revenue hour.

2. Base payment formula on a service metric that can be distinguished between the Logisticare and Rockwall County contracts, such as a per-trip or per-passenger cost.

### 5.3 Fixed Route Service

The fixed route service should be developed through a combination of demand-response origin and destination information as well as community input. The top destinations provided above are a first-step; however, a better understanding of the relationship between origins and destinations will be necessary to fully structure a route. Stakeholder and community input are recommended to ensure that the transit needs of under-served or transit dependent communities are particularly understood.

Ideally, a fixed route that serves multiple functions throughout the day will perform better. For example, a route with the flexibility to serve some of the Boys & Girls Club demand in the afternoon could do a lot to alleviate the need for demand response trips at that time.

Other service delivery options may provide a potential cost-savings going forward. FLEX routes provide a hybrid of fixed route reliability while also providing limited deviations to serve customers who may otherwise need or prefer demand response. More focused analysis of driver's schedules may help to target service when it is most needed and either reduce costs during the morning and evening, or spread existing hours over a longer span. (I.e. overlapping two 8:00 a.m-4:00 p.m. and two 2:00 p.m.-10:00 p.m. shifts would provide the same four demand response buses during peak demand, but offer a longer span of service.) Finally, innovative scheduling may help target long-haul trips to certain days of the week or time of day to help encourage more efficient trip bundling.

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*Whereas*, since its inception in 2006, Snowball Express has been providing hope and new happy memories for children of fallen military heroes who have died since 9/11 while on active duty; and

*Whereas*, the organization's mission is to "Honor America's fallen military service members who have made the ultimate sacrifice since 9/11 by humbly serving the families they left behind, championing their children's future success by creating opportunities for joy, friendship, education, and communal healing, by connecting these families to one another;" and

*Whereas*, Snowball Express brings children together from all over the world for a five-day experience filled with fun activities, sporting events, dances, music events, and more; and

*Othereas,* these children are often reserved, withdrawn or unwilling to talk about their loss, but by participating in Snowball Express, each child is made to feel special and given an opportunity to share their feelings about losing their parent; and

*Whereas*, on December 14<sup>th</sup>, Shenaniganz in Rockwall will be providing these kids with a fun-filled day of activities and lots of laughter.

Now, Therefore, I, Jim Pruitt, Mayor of the City of Rockwall, Texas, do hereby proclaim December 14, 2015 as

## **SNOWBALL EXPRESS CELEBRATION DAY**

in the City of Rockwall and urge all citizens to join in the celebration by helping to welcome these kids and their families to our community for an awesome, memorable experience.

In Mitness Miercof, I hereunto set my hand and official seal this 7<sup>th</sup> day of December, 2015.

Iim Pruitt, Mayor

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1 2 3	MINUTES ROCKWALL CITY COUNCIL Monday, November 16, 2015
4 5	4:00 p.m. Regular City Council Meeting City Hall, 385 S. Goliad, Rockwall, Texas 75087
6 7 8	I. CALL PUBLIC MEETING TO ORDER
9 10 11 12 13	Mayor Pruitt called the meeting to order at 4:00 p.m. Present were Mayor Jim Pruitt, Mayor Pro Tem Dennis Lewis and Council Members David White, Mike Townsend, John Hohenshelt, Scott Milder and Kevin Fowler. City Manager Rick Crowley, Assistant City Managers Mary Smith and Brad Griggs and City Attorney Frank Garza were also present.
14 15	II. WORK SESSION
16 17	<ol> <li>Hold a work session with Gene Babb regarding potential development of property located on La Jolla Pointe Drive west of Ridge Road, and take any action necessary.</li> </ol>
18 19 20 21 22	Mayor Pruitt explained that this will not be a public hearing or opportunity for public comment, but, rather it will be a chance for Mr. Babb and his associated to share with the city council information about their potential project.
23 24	Mr. Fred Hazel
25	Davis Development 403 Corporate Center Drive
26 27	McDonough, GA 30252
28 29 30	Mr. Hazel came forth and introduced himself and Mr. Babb, the company's head of the Dallas market. His company develops luxury multifamily communities throughout the Southeast and Southwest. He then passed around a site plan. He indicated that the
31 32	project would have a total of eight buildings, made up of one, two and three bedroom units on La Jolla Pointe Drive. There would be primarily three story buildings with some
32 33	four story ones too. The buildings would be terraced down the hill to go along with the
34 35	topography of the site. There would be two entry points, and two onsite detention areas would be maintained. He explained that additional storm water studies would be done to
36	ensure sufficiency, but an engineer has looked at the site to gain a preliminary
37 38	understanding in order to put together a site plan. The exterior of the buildings would be a mixture of stone, brick and stucco. He explained that his company is a small company
39	out of Georgia, with the board of directors being a couple of family members and himself.
40	So there are not a lot of other decision makers outside of him. He briefly touched on the
41 42	amenities that would be included, such as a pool, fitness center, computer area, common areas, and coffee room.
43	
44 45 46	Mr. Babb indicated that about a month ago, Mayor Pruitt requested that they meet with the Turtle Cove and Lakeside Village HOAs, which they have done. Mr. Hazel pointed out that the development will have some attached garages. Also, there is an interior corridor

46 that the development will have some attached garages. Also, there is an interior corridor

47 associated with those, so any of the garages can be leased to any of the residents. Also,

48 elevators have been added to the buildings to accommodate elderly and other clients

49 who may not be able to utilize stairs.

50

51 Mayor Pruitt asked what sort of price point these units would have per units. The 52 developer answered that there would be about 100 one bedrooms, 135 two bedrooms, 53 and the balance would be about 43 three bedrooms. The smallest one bedroom would be 54 right under 700 square feet, and they would be about \$1.40-\$1.50/square feet for a total of 55 about \$1000 per month. Then, the three bedroom / 2 baths in the 1,400 square foot range 56 would be about \$1,500 or more / month.

57

58 Mayor Pro Tem Lewis asked what sort of response Mr. Babb and Mr. Hazel received from 59 residents nearby with whom they recently met to discuss this possible project. The 60 developer indicated that residents had a variety of questions. He indicated that, after 61 resident's questions were answered, he believes they felt satisfied with the answers as to 62 the product.

63

64 Councilman Milder asked how they became interested in Rockwall. Mr. Babb explained 65 that he previously looked at Rockwall years ago but did not find any properly zoned land available at that time. This time, however, he did find this particular piece of property, 66 67 and they believe it is attractive for several reasons, including that it is in a great ISD. 68 They believe it is a good location and has positive retail nearby. Additionally, he believes 69 the product caters to an underserved market. He explained that there would be an average of two residents per unit. Councilmember Fowler asked some questions about 70 71 population estimates that may accompany this project, as well as what sort of impact it 72 may have on the school district (i.e. about how many school aged children). The 73 developer indicated that there would be, on average, about two residents per unit on the 74 whole. He approximated that there would be about 500-600 residents total. Also, he guessed that there may be about 30-40 students living in the development; however, he 75 cautioned that this is only a guess. Mayor Pruitt asked how much ad valorem tax value 76 77 might result from a development like this. Mr. Hazel explained that, once the product is 78 on the ground and is fully operational, these sorts of developments sell for about 79 \$140,000 - \$175,000 per unit in the open market. So, a tax assessor may assume about 80 an 80-85% tax appraisal off of that market street value.

81

Councilman Milder asked what kind of interest there has been from developers concerning this particular piece of property. Mr. Crowley recalled that the city was last aware of someone who potentially wanted to propose a similar development on this particular property. However, as he recalled, they were not respecting the need for drainage detention and a few other things that caused it to not come to fruition. It would have also required a zoning change like this one would.

Councilmember Townsend expressed that this property sits on a major hill. He is concerned about the impact that these units would have on the view from Ridge Road or IH-30. He is concerned about people seeing massive "apartment type complexes" when looking in that direction from some of these major roadways. Mr. Hazel indicated that they have not necessarily looked into this particular aspect of the development.

94

95 Councilmember Milder asked what would prevent this development from essentially 96 becoming a run-down eyesore years down the road, over time. Mr. Hazel indicated that a 97 lot of that has to do with the quality of product that is put on the ground to begin with, 98 indicating that they utilize nice "everything" in their developments, including the highest 99 finishes. Also, the asset must be well maintained over time.

32

101 Mayor Pro Tem Lewis suggested that the developer may want to consider conducting a 102 sight / view corridor study from Ridge Road and from IH-30.

103

Mr. Crowley asked for clarification on the 20 units per acre, asking if some sort of "PD zoning" would need to transpire. Mr. Miller, Planning Director, clarified that, yes, it would need to transpire. Mr. Miller, Planning Director, clarified that, yes, it would for require creation of a planned development. Mr. Crowley asked if this would be 'phased,' or if it would be built in one installment. Mr. Hazel indicated it would be constructed in 'one installment.'

- 110 Mayor Pruitt thanked Mr. Babb and Mr. Hazel for their presentation, indicating that staff 111 would be in touch with them shortly. The Council took no action concerning this agenda 112 item.
- 113
- 114 115
- 116

Hold work session to discuss and consider the results of a Public Input Survey distributed to residents adjacent to South Lakeshore Drive / Summit Ridge Drive in connection with a future roadway reconstruction project, and take any action necessary.

117

118 Tim Tumulty, City Engineer, provided brief introductory comments, indicating that staff has secured assistance from consultants with Kimley Horn to conduct a survey and 119 solicit input from residents along this street. A public meeting will be held with residents 120 of this street on December 9<sup>th</sup>. Brad Tribble, P.E. and Jacob Reinig, P.E. with Kimley 121 Horn then came forth and presented results of the survey that was conducted. Indication 122 123 was given that houses were contacted along S. Lakeshore and Summit Ridge, resulting 124 in 93 residents being contacted with 33 total respondents (20 on Lakeshore and 13 on 125 Summit Ridge). The following topics were included in the survey and reported to Council 126 during the presentation: drainage; the driving experience along the roadway; the 127 pedestrian/bicyclist experience; utilization of the street as a cut through from SH-66 over 128 to Ridge Road; the aesthetics; sidewalks; and the use of / desire for traffic calming devices/techniques. In general, residents expressed they'd like to see sidewalks as well 129 130 as street lighting, bike lanes, and traffic calming techniques in order to improve these 131 roadways. Indication was given that, overall, residents do not feel as though there is a 132 major drainage problem along the roadway; however, there are a few, select residents 133 who do have a significant drainage problem. The consultant indicated that there are beautiful trees along the roadway. When residents indicate a desire for sidewalks, these 134 135 trees and the need for about 10' from the curb up into what is essentially the residents' 136 front yards will need to be considered. Also, having a shared bike lane versus having a 137 dedicated bike lane will need to be considered, especially pertaining to the more narrow 138 portions of the roadways. Discussion took place related to various 'traffic calming' 139 techniques that could be utilized in order to discourage cut through traffic. Mr. Tumulty also offered comments related to improvements or changes outside of these two 140 141 roadways that could be evaluated and considered in order to discourage drivers from 142 ever even considering this as a cut through when, for example, traffic on IH-30 is stopped 143 or significantly backed up.

144

Mr. Crowley indicated that sometimes residents express that they would like sidewalks;
 however, later on, once they realize what impact sidewalks would have on their front
 yards and lawns, they change their minds regarding the idea of adding them.

148

149 The council took no action as a result of this discussion.

150

Monday, November 16, 2015 City Council Minutes Page 3 Hold work session to discuss and consider additional sidewalk improvements in the downtown area, specifically those located in the walkway/store front area along Goliad Street between Washington and Rusk Streets, and take any action necessary.

154 City Engineer Tim Tumulty indicated that this section of sidewalk was not included with 155 the original bond / downtown improvements project. However, staff has asked the 156 contractor and architect for cost estimates associated with completing both the design and construction associated with finishing out this particular section. Mr. Tumulty 157 158 indicated that about \$727,000 is the estimated cost that has been provided by Hill Wilkinson (contractor), and about \$50,000 is the cost quoted by La Terra for the design 159 160 work. Mrs. Smith briefed the city council on possible funding options if the city council 161 would like to proceed.

- 162 Mayor Pruitt expressed a desire for consideration to be given to the possible need for 163 improvements to be made to the existing gas lines that run underneath this sidewalk 164 area before, or along with, any improvements that might be made. Mr. Tumulty indicated 165 that staff will reach out to Atmos to let them know of this concern.
- 166 **Council took no formal action concerning this agenda item.**
- 4. Hold work session to discuss The Harbor's Tax Increment Financing District (TIF), and take any action necessary.

169 Mr. Crowley indicated that Mayor Pruitt had requested this agenda item. He understands 170 that the mayor would like to approach Rockwall County about continued participation in the TIF upon expiration of their commitment. Mrs. Smith, Assistant City Manager and 171 172 Finance Director, then briefed the Council on specific details regarding the financials 173 associated with the county's past and possible future involvement in the TIF. Indication was given that the County's initial obligation regarding participating in the TIF began in 174 the year 2004 and is set to expire in the year 2016. Several new projects are coming up in 175 176 the area of the TIF zone, including Condos south of Summer Lee, the Springhill Suites and HG Sply. Mayor Pruitt indicated that he hopes the county will choose to continue 177 178 participating in the TIF, in some form, for at least an additional five years, especially since The Harbor will soon be competing with the new development going on across the 179 180 lake near Dalrock and IH-30. Councilmember White asked what the burden on the city 181 would be if the County drops out of participating in the year 2016. Mrs. Smith indicated 182 that the burden would be roughly \$250,000, and we would have to come up with that money via some other source. White then indicated that he is in favor of the County 183 continuing its participation. Mrs. Smith indicated that the initial debt in the TIF was 184 185 issued for 20 years; however, it can last up to 40 years without any additional action from the Council. 186

- 187
- At 5:15 p.m., Mayor Pruitt read the below listed discussion items into the public record
   before recessing the meeting into Executive Session.
- 190
- 191 III. EXECUTIVE SESSION.
- 192
- 193THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS194THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT195CODE:196
- Discussion regarding ballot voting associated with appointments to the Rockwall Central Appraisal District Board pursuant to Section 551.074 (personnel matters)

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199 200	2.	Discussion regarding legal advice associated with homeowners association (HOA) regulations within the city pursuant to Section 551.071 (Consultation with Attorney).	
201 202	3.	Discussion regarding legal matters related to land lease operations at Ralph Hall Municipal Airport pursuant to Section 551.071 (Consultation with Attorney).	
203 204 205	4.	Discussion regarding (re)appointments to city regulatory boards, commissions, and committees - Rockwall Economic Development Corporation (REDC) Board - pursuant to Section 551.074 (personnel matters)	
206 207	5.	Discussion regarding process associated with City Manager performance evaluation pursuant to Section 551.074 (personnel matters)	
208 209 IN	/. Ad	JOURN EXECUTIVE SESSION	
210 211 212	Executive Session was adjourned at 5:55 p.m.		
212 213 214	V.	RECONVENE PUBLIC MEETING	
215 216 217	The public meeting was reconvened at 6:00 p.m. with all seven city council members being present.		
217 218 219	VI.	TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION	
<ul> <li>Mayor Pro Tem Lewis made a motion to reappoint the following individuals to the</li> <li>Rockwall Economic Development Corporation (REDC) for the below specified terms:</li> </ul>			
223 224	•	Reappoint Rick Carroll to serve his first, full (two year) term (expiring December 2017);	
225 226	•	Reappoint Chip Imrie for the last remaining (one) year he is able to serve (expiring December 2016);	
227 228 229	•	To reappoint Stewart Storms and Bob Amick, both to two year terms (expiring December 2017).	
230 231		ilmember Milder seconded the motion, which passed by a vote of 7 ayes to 0 nays.	
232 233 234 235	Central Appraisal district board, dividing up its 562 votes as specified by the following distribution of votes:		
236 237	•	Ben Weible – 362 votes Mark Moeller – 101 votes	
238 239	•	John Hohenshelt – 99 votes	
240 241	Councilmember Milder seconded the motion, which passed by a vote of 7 ayes to 0 nays.		
242 243	VII.	INVOCATION AND PLEDGE OF ALLEGIANCE – MAYOR PRO TEM LEWIS	
244 245 246	Mayor	Pro Tem Lewis delivered the invocation and led the Pledge of Allegiance.	

- 247 VIII. PROCLAMATIONS / AWARDS248
- 249 **1.** American Diabetes Month

251 Mayor Pruitt asked if any representative from the American Diabetes Association was 252 present in the audience. There being no one indicating such, he then read the 253 proclamation into the public record.

255 IX. OPEN FORUM

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256

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Mayor Pruitt explained how Open Forum is conducted and asked if anyone would like to
 come forth and speak. There being no one, he closed the Open Forum.

260 Mayor Pruitt recognized a few Boy Scouts in the audience this evening, indicating that 261 they are here to observe the city council meeting.

- 263 X. CONSENT AGENDA
- 265 **1.** Consider approval of the minutes from the November 2, 2015 regular city council meeting, and take any action necessary.
- 2672.Consider granting a 15 foot electric easement across the City of Rockwall268Eastside Pump Station property to Farmers Electric Cooperative, and269take any action necessary.
- 2703.Consider authorizing the City Manager to execute a Facilities Agreement271with Master Developer SNB, LLC to reconstruct 666 linear feet of272existing sanitary sewer line within the first phase of The Preserve273development in an amount not to exceed \$65,245.10 to be funded from2742008 Revenue Bonds, and take any action necessary.
- 2754.Consider awarding a bid to MHC Kenworth and authorizing the City276Manager to execute a Purchase Order for two new 12 yard dump trucks277in the amount of \$218,214 to be funded out of the General Fund278Reserves and Water Sewer Fund, and take any action necessary.
- 2795.Consider awarding a bid to Silsbee Ford and authorizing the City280Manager to execute a Purchase Order for a new service trucks in the<br/>amount of \$474,669 to be funded out of the General and Water Sewer282Funds, and take any action necessary.
- 2836.Consider awarding a bid to Holt CAT and authorizing the City Manager to<br/>execute a Purchase Order for a new Steel Wheel Roller in the amount of<br/>\$41,690 to be funded out of the General Fund Streets Operations Budget,<br/>and take any action necessary.
- 2877.Consider awarding a bid to Freedom CDJ (Dodge) and authorizing the288City Manager to execute a Purchase Order for three (3) new Police Patrol289Dodge Chargers in the amount of \$79,020 to be funded out of the290General Fund Police Patrol Budget, and take any action necessary.
- 2918.Consider awarding a bid to Government Sales Freedom Auto Group and292authorizing the City Manager to execute a purchase order for a Dodge293Charger (including safety equipment) in the amount of \$21,500 to be used

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- 294by Citizens on Patrol and to be funded from the Police Department seized295asset account, and take any action necessary.
- 2969.Consider awarding a bid to Caldwell Country Chevrolet and authorizing<br/>the City Manager to execute a purchase order for a Chevy Suburban<br/>including safety equipment in the amount of \$41,500 to be used by the<br/>Community Service Unit and to be funded from the Police Department<br/>seized asset account, and take any action necessary.
- 30110.Consider authorizing the City Manager to execute a Facility Agreement302with Dewayne Cain of Cain Cemetery Corporation to allow for the delay of303the required fire protection requirements for buildings on a 40.57-acre304tract of land identified as a portion of Tracts 11 & 12 and all of Tracts 1, 2-3051 & 11-1 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall,306Rockwall County, Texas, addressed as 2500 SH-66, and take any action307necessary.
- 30811.Consider approval of a resolution expressing support for and reinforcing<br/>the importance of the North Texas Municipal Water District's Lower Bois<br/>d'Arc Creek Reservoir (LBCR) project, including its timeliness as it<br/>pertains to the critical mission of delivering water to the region by the year<br/>2020, and take any action necessary.
- Consider authorizing the City Manager to execute an additional services agreement (contract amendment) with La Terra Studio, Inc. to provide for the design of the walkway/store front area along Goliad Street between Washington and Rusk Streets to match the design in the Downtown area in the amount of \$50,500, and take any action necessary.
- Councilmember White pulled item #12 for further discussion. Councilmember White then made a motion to approve the remaining items (#s 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11). Mayor Pro Tem Lewis seconded the motion. Mayor Pruitt commented that he is very proud of our Police Department for expending funds to purchase vehicles for the Citizens on Patrol volunteers who really do a lot to give back to our community. The motion passed unanimously of Council (7 ayes to 0 nays).
- 324

Councilman White indicated that he has no intention of voting in favor of item #12.
 Councilmember Milder made a motion to approve Consent Agenda item #12.
 Councilmember Fowler seconded the motion, which failed by a vote of 3 in favor with 4
 against (White, Townsend, Hohenshelt, Pruitt).

329

330 **XI. APPOINTMENTS** 331

3321.Appointment with the Planning and Zoning Chairman to discuss and<br/>answer any questions regarding cases on the agenda and related issues<br/>and take any action necessary.

Chairman of the Planning and Zoning (P&Z) Commission, Craig Renfro, came forth and briefed the city council members on recommendations of the Commission relative to items on tonight's city council meeting agenda. He explained that on case number MIS2015-009, he personally inadvertently voted differently than the way he intended to vote had he better understood what he was voting on. Therefore, he explained, this case should be coming before the city council with a recommendation to approve it, and his

- 341 dissenting vote should not have been so. After Mr. Renfro's comments, the Council took 342 no formal action.
- 343

345

344 XII. PUBLIC HEARING ITEMS

346 1. MIS2015-009 - Hold a public hearing to discuss and consider the 347 approval of a special request by Michael Hunter on behalf of the Rockwall 348 Housing Development Corporation (RHDC) to allow the construction of two (2) single-family attached homes on a 0.27-acre parcel of land 349 350 identified as Lot 984A of the Rockwall Lake Estates #2 Subdivision, City 351 of Rockwall, Rockwall County, Texas, zoned Planned Development 352 District 75 (PD-75) for Single Family-7 (SF-7) District land uses, located 353 at 112 Chris Street, and take any action necessary.

354 Mayor Pruitt indicated that Laura Morales, a member of the city's Planning Department, is 355 here this evening to provide Spanish translation associated with this particular Public 356 Hearing case. The City's Planning Director, Ryan Miller, indicated that this item is being 357 brought back before the City Council at this time following it being remanded back to the 358 Planning & Zoning Commission for public hearings to be held. Mr. Miller stated that two people expressed being in favor of this request, and two people expressed being against 359 360 it. 361

362 Mayor Pruitt explained that after the first time this item was heard at City Council 363 meeting, it was discovered that certain deed restrictions are in place within the Lake Rockwall Estates neighborhood that essentially inhibit 'attached housing.' He explained 364 that, although he previously voted for this item to be approved, had he known that these 366 deed restrictions were in place, he would not have voted the way he did.

365

367 368 G. David Smith, an attorney who has been working with the Rockwall Housing Development Corporation and the homeowners, came forth and spoke concerning this 369 370 request. He indicated that only one property in LRE currently has sewer service in place. 371 He strongly encouraged the city to kick their efforts into high gear in order to get sewage 372 services to the remaining properties in LRE. He went on to explain that on the one lot in 373 LRE that does have water and sewer, they have devised a proposed plan to put two homes on it with one, shared wall. He explained that all of the expense associated with 374 375 building this structure would be coming out of the non-profit organization's pocket, and 376 it will be set up as a 're-sell' to the occupants who will benefit from it. He explained that 377 this would be a home that these occupants would be able to afford. He went on to 378 strongly encourage the city council to approve this proposed construction, reiterating 379 that this proposal is likely the best that can be done in order to help these individuals. He explained that having the two lots but the structures being "single family attached" 380 381 will help them save a lot of money on the construction. He went on to share that it is not a duplex, but, rather, a townhome. He shared that he has read the deed restrictions, and 382 383 he knows there was one gentleman who brought those up when speaking against this proposal. He explained that Mr. and Mrs. Conteras' home was totally destroyed in the 384 recent flood and that they have been living in a travel trailer. He explained that another 385 couple who lives on the other side of LRE lives in a structure that repeatedly has to be 386 387 jacked up in order to hold it together due to such a large crack being present. He 388 expressed that if the Council will not approve the 'single family attached,' he is hoping the Council will grant a 7' setback from the sideline along County Line Road, along with 389 390 the other council-approved conditions, and they will build two single-family, detached

> Monday, November 16, 2015 City Council Minutes Page 8

391 dwellings that will comply with the deed restrictions and the other conditions otherwise 392 approved by the city. However, he expressed that his preference is to have the single 393 family, attached proposal approved by Council. He went on to say that there are eleven other structures along County Line Road that sit right on the property line. Granting the 394 395 7' setback would mean this particular structure would actually be set back farther that a 396 lot of the other structures along the roadway. He also asked the city to consider waiving 397 the permit fees and the impact fees because these can be expensive, and every penny counts. Mr. Michael Hunter with the RHDC came forth and offered brief comments 398 399 related to setbacks and the proposed design.

- 400
- 401 Jose Contreras Junior
- 402 (son of Jose and Martha Contreras at 142 Renee Drive in Rockwall, TX)
- 403

404 Mr. Contreras expressed that his parents were one of the victims of flooding at their 405 home located at 142 Renee Drive. He expressed appreciation for the trailer home that his 406 parents are staying in right now. He shared that he was raised in Rockwall. He generally 407 expressed love for Rockwall and pride in calling the city 'home.' He stated that he does not live there with his parents. He shared that it is very muddy where his parents live, 408 409 and his mother has to put Walmart grocery sacks over her shoes in order to walk out to 410 his father's car and have him take her to work. She is unable to get her car out of the mud in order to drive herself to work. He expressed that his parents living in the little 411 412 bitty space of the travel trailer wears on them, but they are, at the same time, very 413 appreciative of having the trailer as a temporary living space.

- 414
- 415 Maria Guillen
- 416 **382 Eagle Place**
- 417 Rockwall, TX
- 418

419 Mrs. Guillen came forth and indicated that she and her husband live in the home that Mr. 420 Smith was referring to (the one that is falling apart). She explained that her husband has 421 to go underneath the home about once every two weeks to jack it up to hold it together 422 because it is falling apart. She explained that they have four kids who have been being raised in Rockwall, they enjoy calling Rockwall "home," and they do not want to leave 423 424 Rockwall. She explained that if it were not for this opportunity that would enable her to own a home in Rockwall, she would not be able to afford to do so without this type of 425 426 approval and assistance. She stated that her son is in the advanced classes program in 427 RISD, and they truly do not want to leave Rockwall. She strongly urged the council to 428 grant

- 430 James Merkel
- 431 **420 Wavne**
- 432 Rockwall, TX 75032
- 433

429

434 Mr. Merkel came forth and indicated that the intention of the deed restrictions in LRE are 435 to not allow for multifamily housing like what is being proposed with this concept. High 436 density living was not the intent. Rather, less density was and is desired in order to allow for room for kids to play in the neighborhood. He encouraged that these structures 437 438 be built as two separate homes after splitting the lot, even though he is really not in favor 439 of splitting the lots because the structures and the space would be guite small. Mr. 440 Merkel explained that he personally knows Jose and does believe that he is a good 441 person who does need some help. He explained that Jose currently runs a business out

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of his home, and he is 'grandfathered' which allows him to currently do so. However, if
he were to move into this proposed home, then he could no longer run his business out
of his new home, and he would have to find another place to store his equipment. This
would result in additional expense for him. Also, he believes that the traffic counts along
this stretch of roadway (about 6,000 cars per 24 hour period along County Line) would be
dangerous to Jose's attempts to store and take out his equipment on a daily basis. Mr.
Merkel generally spoke against Council approving this request.

- 449
- 450 Freddie Jackson
- 451 **1812 Bristol Lane**
- 452 Rockwall, TX 75087
- 453

454 Mr. Jackson came forth and indicated that the Council has a unique opportunity to 455 develop the neighborhood in the way it sees fit. He explained that no matter what the 456 council allows to be built, people will come to Rockwall to move into those homes 457 because Rockwall is such a desirable place to be. He expressed the belief that homes 458 can be built in the upper \$90,000's or lower \$100,000's.

- 459 460 **Marta Conte**
- 460 Marta Conteras461 142 Renee Drive
- 462 **Rockwall, TX**
- 463

464 Mrs. Contreras explained that she is one of the flood victims who will benefit from this
 465 home if it is approved. She urged the Council to please approve it because she enjoys
 466 living here.

467

Mr. Contreras Junior came forth again and recalled Mr. Smith's comments pertaining to
 keeping the cost down. He explained that his family knows a lot of construction workers,
 including builders, framers, roofers, foundation and concrete people as well as laborers
 who live within the community and would be willing to help in order to keep costs down.

472

473 Mr. Michael Hunter, the applicant, came forth and indicated that he is requesting a 474 setback variance for the house. He explained that the hope is that these structures / 475 homes could someday be expanded in the rear, if the homeowner desires to do so in the 476 future. Mr. Smith indicated that these setbacks being requested do comply with the deed 477 restrictions. He stated that construction costs associated with this home would be under 478 \$100k. It would hopefully be closer to \$80k because of so many in the community who 479 have expressed a willingness and desire to help.

480

481 Councilmember Hohenshelt asked the City Attorney for clarification regarding the
482 council's leeway in casting a vote for the alternative being proposed this evening. Mr.
483 Garza indicated that the Council couldn't put "multi-family," but it could do most
484 anything within reason.

485

Councilmember Townsend made a motion to allow for the lot to be separated, to allow for the two separate houses to be built with the 7' setback, and to waive the building permit fees, and associated impact fees. Councilmember Milder seconded the motion. Mr. Crowley indicated that there would normally be a roadway impact fee due, and currently the Council does not have the authority to waive the fee; however, staff can speak with the RHDC about this cost.

493 Mr. Smith indicated that the Rockwall Housing Development Corporation will essentially 494 do the interim, the construction and then partner with the owner.

495

Councilmember Fowler clarified that "option 1" is the RHDC's preference. He asked for 496 clarification regarding what benefits or hindrances would be associated with "option 2." 497 Mr. Smith generally indicated that Option #1 is preferred because it is thought to be the 498 499 less expensive option of the two. Councilmember Fowler asked if Councilman Townsend 500 would consider withdrawing his motion to see if option 1 would pass instead. Then, if it 501 does not pass, Option 2 could be put forth for approval in the form of a motion. Mayor 502 Pruitt expressed concern about the Council possibly approving Option 1 and then a property owner filing an injunction in court in order to try and have the LRE deed 503 504 restrictions enforced. Mr. Garza clarified that this could possibly happen with Option #1; 505 however, that would not occur if Option #2 were approved.

506

507 City Attorney Frank Garza indicated that while the city does not enforce deed restrictions, it does not stop an individual property owner from filing a motion to enforce 508 509 those restrictions. 510

511 Councilmember White provided comments, generally indicating that the residents in the 512 LRE subdivision expressed a long time ago (when annexation occurred and zoning was put into place) that they do not desire to have this type of multifamily housing. Because 513 of this reason, he could only support Option #2. Councilmember Fowler indicated that 514 515 since not many showed up to speak at the P&Z public hearing, it seems like perhaps there may not be as much interest in this type of housing proposal, either "for" or 516 517 "against" currently.

- 519 The motion on the floor passed by a vote of 7 in favor with 0 against. 520
- 521 Councilmember Townsend left the remainder of the meeting at this point (at 7:11 p.m.).
- 522 523

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2. **Z2015-027** - Hold a public hearing to discuss and consider a request by Bobby Dale and Bretta Price for the approval of an ordinance for a zoning change from an Agricultural (AG) District to a Single Family Estate 2.0 (SFE-2.0) District for a 5.5-acre tract of land identified as Tract 17-7 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall 528 County, Texas, zoned Agricultural (AG) District, addressed as 453 Cullins Road, and take any action necessary [1st Reading].

530 Planning Director Ryan Miller provided background information related to this agenda item. He indicated that this is being proposed so that the applicant may construct a 531 "mother-in-law suite" with a garage attached to it. Nineteen notices were mailed out to 532 property owners located within 500' and the Oaks of Buffalo Way Homeowners 533 534 Association was notified as well. Two notices have been received back in favor, and the 535 P&Z Commission has recommended approval of this request. Mayor Pruitt opened the 536 public hearing and asked if anyone would like to come forth and speak. There being no 537 one indicating such, he then closed the public hearing. Councilmember Hohenshelt 538 made a motion to approve Z2015-027. Mayor Pro Tem Lewis seconded the motion, which 539 passed by a vote of 6 in favor with 1 absent (Townsend).

- 540
- 541 3. **Z2015-029** - Hold a public hearing to discuss and consider a City initiated 542 zoning request for the approval of an ordinance for a text amendment to

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543various sections of Article V, District Development Standards, Article VIII,544Landscaping Standards, and Article IX, Tree Preservation, and to create545Appendix F, Landscaping Guidelines, of the Unified Development Code546[Ordinance No. 04-38] for the purpose of incorporating recommendations547made by the Landscape Ordinance Review Committee, and take any548action necessary [1st Reading].

549 Mr. Miller provided background information related to this agenda item. The P&Z 550 Commission has voted 5-0 to recommend approval of this item to the city council. Mayor 551 Pruitt opened the public hearing, asking if anyone would like to come forth and speak at 552 this time. There being no one indicating such, he then closed the public hearing. 553

554 Councilmember White made a motion to approve Z2015-029. Councilmember Hohenshelt 555 seconded the motion. Councilmember Milder comment that it seems like we are 556 reducing the burden on property owners, which is something he is in favor of doing. 557 Mayor Pruitt indicated that he disagrees with some parts of this, including reducing the 558 number of canopy trees so that the signage could be better seen. Also, using wrought 559 iron fences and plants in lieu of masonry walls are things Mayor Pruitt expressed he is 560 against as well.

562 **The ordinance was read as follows:** 

## CITY OF ROCKWALL ORDINANCE NO. <u>15-XX</u>

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 SECTION 6 OF ARTICLE V, DISTRICT DEVELOPMENT STANDARDS; SECTIONS 3, 5, 6 & 7 OF ARTICLE VIII, LANDSCAPE STANDARDS; SECTION 7 OF ARTICLE IX, TREE PRESERVATION; AND TO CREATE APPENDIX F, LANDSCAPE GUIDELINES; 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.

579 The motion passed by a vote of 5 in favor, 1 against (Pruitt) and 1 absent (Townsend).

# 581 XIII. ACTION ITEMS

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Discuss and consider approval of a variance request from Spiars Engineering associated with the city's ordinance provisions related to standards for design of development within subdivisions, specifically pertaining to retaining walls in detention areas within Phase One of the Preserve, and take any action necessary.

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589 Mr. Greg Helsel, P.E. with Spiars Engineering out of Plano, TX came forth and explained 590 that he represents the owner, and they are requesting that the city grant a variance to 591 allow vertical retaining walls to be constructed in the detention areas. He explained that 592 this is a unique drainage basin that will, according to the flood study, require more 593 volume in the detention ponds. He explained that due to the constraints on the site

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(existing flood plain, trees, and underground utilities), the only option is to go vertical
with walls in order to get the volume needed for the flood study to be approved.
Therefore, they are requesting a variance to allow for the vertical walls. They are willing
to screen the detention areas with trees and shrubs so that it is not an eyesore.

599 Mayor Pruitt asked what would happen if this variance were not granted. Mr. Tumulty 600 indicated that the applicant would have to find somewhere to expand to meet the 601 detention requirements, and it would start encroaching on some of their lots. He 602 indicated that council and staff spoke about this possibility at a retreat a couple of years 603 ago and agreed that these requests would be evaluated and considered on a case-by-604 case basis. Mr. Tumulty answered Mr. Lewis' question, indicating that the homeowners 605 association would ultimately be responsible for maintenance of this area. 606

Mayor Pro Tem Lewis made a motion to approve the variance request. Councilmember
 White seconded the motion, which passed by a vote of 4 in favor, 2 against (Milder and
 Fowler) and 1 absent (Townsend).

6112.Discuss and consider adoption of an ordinance authorizing the issuance612of City of Rockwall, Texas, General Obligation Refunding Bond, Series6132015; establishing procedures and delegating authority for the sale and614delivery of the bond; providing for the security for and payment of said615bond; providing an effective date; enacting other provisions relating to the616subject and take any action necessary.

Mrs. Smith indicated that an opportunity has arisen that will allow the city to refinance 2005 and 2006 bonds, which will result in a significant savings. Mayor Pruitt made a motion to approve refinancing. Councilmember Hohenshelt seconded the motion. The ordinance was read as follows:

## CITY OF ROCKWALL, TEXAS ORDINANCE NO.

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ROCKWALL, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2015; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE BOND; PROVIDING FOR THE SECURITY AND PAYMENT OF SAID BOND; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

- 631 The motion passed by a vote of 6 in favor with 1 absent (Townsend).632
- 633**3.**Discuss and consider appointment to fill a vacancy on the Main Street634Advisory Board, and take any action necessary.

Councilmember Milder made a motion to recommend Gene Stroman to serve on the
 city's Main Street Advisory Board to serve a term that will expire in January of 2018.
 Mayor Pro Tem Lewis seconded the motion, which passed by a vote of 6 in favor with 1
 absent (Townsend).

640 XIV. EXECUTIVE SESSION

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642THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS643THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT644CODE:

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645 646 647 648	1	<ul> <li>Discussion regarding ballot voting associated with appointments to the Rockwall Central Appraisal District Board pursuant to Section 551.074 (personnel matters)</li> </ul>										
649 650 651	2	<ol> <li>Discussion regarding legal advice associated with homeowners association (HOA) regulations within the city pursuant to Section 551.071 (Consultation with Attorney).</li> </ol>										
652 653 654	3	<ol> <li>Discussion regarding legal matters related to land lease operations at Ralph Hall Municipal Airport pursuant to Section 551.071 (Consultation with Attorney).</li> </ol>										
655 656 657	4	<ul> <li>Discussion regarding (re)appointments to city regulatory boards, commissions, and committees - Rockwall Economic Development Corporation (REDC) Board - pursuant to Section 551.074 (personnel matters)</li> </ul>										
658 659	5	<ol> <li>Discussion regarding process associated with City Manager performance evaluation pursuant to Section 551.074 (personnel matters)</li> </ol>										
660	XV. F	RECONVENE PUBLIC MEETING & TAKE ANY ACTION AS RESULT OF EXECUTIVE SESSION										
661 662 663 664		uncil did not reconvene in Executive Session at the conclusion of the public gagenda.										
665	XVI. A	Adjournment										
666 667 668 669	The me	eting was adjourned at 7:32 p.m.										
670	PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,											
671	THIS <u>7<sup>th</sup></u>	day of <u>December</u> , <u>2015</u> .										
672 673 674 675	ATTEST	Jim Pruitt, Mayor										
676												
677 678	Kristy C	Cole, City Secretary										

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# CITY OF ROCKWALL

# ORDINANCE NO. 15-31

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 FURTHER AMEND THE ZONING MAP TO ADOPT A CHANGE IN ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO A SINGLE-FAMILY ESTATE 2.0 (SFE-2.0) DISTRICT FOR A 5.50-ACRE TRACT OF LAND IDENTIFIED AS TRACT 17-7 OF THE W.W. FORD SURVEY, ABSTRACT NO. 80, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIBED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request from Bobby Dale and Bretta Price for the approval of an amendment to the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall to adopt a change in zoning from an Agricultural (AG) District to a Single-Family Estate 2.0 (SFE-2.0) District for a 5.50-acre tract of land identified as Tract 17-7 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, and more specifically described in *Exhibit 'A'* 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 Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, Texas, as heretofore amended, be and the same are hereby amended by amending the zoning map of the City of Rockwall so as to change the zoning of the *Subject Property* from an Agricultural (AG) District to a Single-Family Estate 2.0 (SFE-2.0) District; and

**Section 2.** That the *Subject Property* shall be used only in the manner and for the purposes provided for a *Single-Family Estate* (*SF-E*) *District* in *Section 1.1, "Use of Land and Buildings,"* of *Article IV, "Permissible Uses"* and *Section 3.2, "Single-Family Estate* (*SF-E/2.0*) *District"*, of *Article V, "District Development Standards"*, of the *Unified Development Code* of the City of Rockwall as heretofore amended, as amended herein by granting of this zoning change, and as may be amended in the future;

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

**Section 4.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**Section 5.** 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 of the City of Rockwall, Texas, 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 6.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be and the same are hereby repealed, and all other ordinances of the City of Rockwall not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 7.** That this ordinance shall take effect immediately from and after its passage 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, ON THIS THE 7th DAY OF December, 2015.

ATTEST:

Jim Pruitt, Mayor

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1<sup>st</sup> Reading: <u>11-16-2015</u>

2<sup>nd</sup> Reading: <u>12-07-2015</u>

#### EXHIBIT "A"

2. S

#### Legal Description

BEING a 5.500 acre tract of land out of the W.W. FORD SURVEY, Abstract No. 80, Rockwall County, Texas, and further being part of a 317.449 acre tract of land conveyed by deed to Mark Lanning as recorded in Volume 903, Page 114, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the southwest line of F.M. Road 549 with the centerline of East Cullins Road, said point being the most westerly corner of said 317.449 acre tract;

THENCE, N52°23'36"E, 56.98 feet along the southeasterly right-ofway line of said F.M. 549 to right-of-way marker, said marker being the beginning of a curve to the left having a radius of 5796.43 feet and a central angle of 06°06'08";

THENCE along said curve and right-of-way line of said F.M. Road 549 for an arc length of 617.09 feet to a 1/2 inch iron rod set;

THENCE S31°25'14"E, 371.06 feet leaving the southeasterly right-ofway line of said F.M. Road 549 and along a fence line to a 1/2 inch iron rod set for corner;

THENCE, S44°58'51"W, 583.28 feet to a 1/2 inch iron rod set for corner, said iron rod being the centerlines of said Cullins Road;

THENCE, N45°11'09"W, 413.56 feet along the centerline of said Cullins Road the POINT OF BEGINNING and containing 5.500 acres of land, more or less.

Bearings based on Texas State Plane Coordinate System. (North Central Zone)

*,'*,



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# **CITY OF ROCKWALL**

# ORDINANCE NO. 15-32

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 SECTION 6 OF ARTICLE V, DISTRICT DEVELOPMENT STANDARDS; SECTION 5 OF ARTICLE IX, TREE PRESERVATION; AND TO CREATE APPENDIX F, LANDSCAPE GUIDELINES; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, an amendment to the City of Rockwall's Unified Development Code [Ordinance No. 04-38] has been initiated by the City Council of the City of Rockwall to amend Section 6, Overlay Districts, of Article V, District Development Standards; Section 3, Definitions, Section 5, Mandatory Provisions, Section 6, Landscape Credits, and Section 7, Completion of Landscaping, of Article VIII, Landscape Standards; Section 7, Tree Replacement Credits, of Article IX, Tree Preservation; and, create Appendix F, Landscaping Guidelines, of the Unified Development Code [Ordinance No. 04-38] for the purposes of incorporating recommendations made by the Landscape Ordinance Review Committee; and,

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the city's corporate boundaries, and the governing body in the exercise of its legislative discretion, has concluded that the Unified Development Code [*Ordinance No. 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 Section 6, *Overlay Districts*, of Article V, *District Development Standards*, of the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibits 'A'* of this ordinance;

**Section 2.** That Section 3, *Definitions*, Section 5, *Mandatory Provisions*, Section 6, *Landscape Credits*, and Section 7, *Completion of Landscaping*, of Article VIII, *Landscape Standards*, of the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibits 'B'* of this ordinance;

**Section 3.** That Section 7, *Tree Replacement*, of Article IX, *Tree Preservation*, of the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibits* 'C' of this ordinance;

**Section 4.** That a landscape appendix should be established as Appendix F, *Landscape Standards*, of the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, as established herein, and as specifically described in *Exhibits 'D'* of this ordinance;

**Section 5.** 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 6.** 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 7.** 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 7<sup>TH</sup> DAY OF DECEMBER, 2015.

ATTEST:

Jim Pruitt, Mayor

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1<sup>st</sup> Reading: <u>11-16-2015</u>

2<sup>nd</sup> Reading: <u>12-07-2015</u>

Section 6. Overlay District Standards

# Section 6.6. IH-30 Overlay (IH-30 OV) District

- *E.2 Buffer-strip plantings.* **Three Two (2)** canopy trees, along with four **(4)** accent trees shall be required per 100 feet of the IH-30 right-of-way as set out below.
- *E.4 Plant material selections.* The following materials are recommended for planting in the buffer-strip; however, other materials may be acceptable:

Canopy trees: Afghan Pine, Bald Cypress, Bur Oak, Cedar Elm, Eastern Red Cedar, Homestead Elm, Lacebark Elm, Little Gem Magnolia, Live Oak, October Glory Maple, Red Oak, Texas Ash, Texas Red Oak Leyland Cypress.

Accent trees: **Desert Willow, Eastern Redbud, Eves Necklace, Mexican Buckeye,** Possumhaw Holly, Shangtung Maple, Yaupon Holly. <del>Tree Yaupon, Red Bud,</del> Eldarica Pine, Wax Myrtle, Ornamental Pear, Mexican Plum, Possumhaw.

- Section 6.7. SH-205 Overlay (SH-205 OV) District
  - *E.2 Buffer-strip plantings.* **Three Two (2)** canopy trees, along with four **(4)** accent trees shall be required per 100 feet of the SH 205 right-of-way. Canopy trees, accent trees, and shrubs as defined, along with sizes and types are included in subsections E.3 and E.4.
  - *E.3 Plant material selections.* The following materials are recommended for planting in the buffer-strip; however, other materials may be acceptable:

Canopy trees: **Afghan Pine,** Bur Oak, **Caddo Maple,** Cedar Elm, Lacebark Elm, Leyland Cypress, **Little Gem Magnolia,** Live Oak, **October Glory Maple <del>Red Oak</del>.** 

Accent trees: **Desert Willow, Eastern Redbud, Eves Necklace, Mexican Buckeye, Possumhaw Holly, Shangtung Maple, Yaupon Holly. Tree Yaupon, Red Bud, Eldarica Pine, Wax Myrtle, Ornamental Pear, Mexican Plum, Possumhaw.** 

- Section 6.8. Scenic Overlay (SOV) District
  - *F.2 Buffer-strip plantings.* **Three Two (2)** canopy trees, along with four **(4)** accent trees shall be required per 100 feet of the FM 740 right-of-way. Canopy trees, accent trees, and shrubs as defined, along with sizes and types are included in subsections F.3 and F.4.
  - *F.4 Plant material selections.* The following materials are recommended for planting in the buffer-strip; however, other materials may be acceptable:

Canopy trees: **Afghan Pine,** Bur Oak, **Caddo Maple,** Cedar Elm, Lacebark Elm, Leyland Cypress, **Little Gem Magnolia,** Live Oak, **October Glory Maple <del>Red Oak</del>.** 

Accent trees: **Desert Willow, Eastern Redbud, Eves Necklace, Mexican Buckeye,** Possumhaw Holly, Shangtung Maple, Yaupon Holly. Tree Yaupon, Red Bud, Eldarica Pine, Wax Myrtle, Ornamental Pear, Mexican Plum, Possumhaw.

# Section 6.9. SH-66 Overlay (SH-66 OV) District

- *F.2* Buffer-strip plantings. Three Two (2) canopy trees, along with four (4) accent trees shall be required per 100 feet of the SH 66 right-of-way. Canopy trees, accent trees, and shrubs as defined, along with sizes and types are included in subsections F.3 and F.4.
- *F.4 Plant material selections.* The following materials are recommended for planting in the buffer-strip; however, other materials may be acceptable:

Canopy trees: **Afghan Pine,** Bur Oak, Cedar Elm, Lacebark Elm, <del>Leyland Cypress,</del> Little Gem Magnolia, Live Oak, October Glory Maple, Red Oak, Texas Ash, Texas Red Oak.

Accent trees: **Desert Willow, Eastern Redbud, Eves Necklace, Mexican Buckeye,** Possumhaw Holly, Shangtung Maple, Yaupon Holly. <del>Tree Yaupon, Red Bud,</del> <del>Eldarica Pine, Wax Myrtle, Ornamental Pear, Mexican Plum, Possumhaw.</del>

# Section 6.10. 205 By-Pass Corridor Overlay (205 BY-OV) District

- E.2 Buffer-strip plantings. Three Two (2) canopy trees, along with four (4) accent trees shall be required per 100 feet of the John King Blvd. right-of-way. Canopy trees, accent trees, and shrubs as defined, along with sizes and types are included in section E (3) and (4). The area of John King Blvd. from Quail Run Road to SH 205 North shall include an average of one cedar tree for each 100 feet of frontage planted in clusters of three to five trees.
- *E.4 Plant material selections.* The following materials are recommended for planting in the buffer-strip; however, other materials may be acceptable:

Canopy trees: Afghan Pine, Bald Cypress, Bur Oak, Cedar Elm, Eastern Red Cedar, Homestead Elm, Lacebark Elm, Leyland Cypress, Little Gem Magnolia, Live Oak, October Glory Maple, Red Oak, Texas Ash, Texas Red Oak.

Accent trees: **Desert Willow, Eastern Redbud, Eves Necklace, Mexican Buckeye,** Possumhaw Holly, Shangtung Maple, Yaupon Holly. <del>Tree Yaupon, Red Bud,</del> <del>Eldarica Pine, Wax Myrtle, Ornamental Pear, Mexican Plum, Possumhaw.</del>

## Section 6.11. North SH-205 Corridor Overlay (N-SH 205 OV) District

- *E.2 Buffer-strip plantings.* **Three Two (2)** canopy trees, along with four **(4)** accent trees shall be required per 100 feet of the SH 205 right-of-way. Canopy trees, accent trees, and shrubs as defined, along with sizes and types are included in section E (3) and (4).
- *E.4 Plant material selections.* The following materials are recommended for planting in the buffer-strip; however, other materials may be acceptable:

Canopy trees: **Afghan Pine,** Bur Oak, **Caddo Maple,** Cedar Elm, Lacebark Elm, Leyland Cypress, **Little Gem Magnolia,** Live Oak, **October Glory Maple <del>Red Oak</del>.** 

Accent trees: **Desert Willow, Eastern Redbud, Eves Necklace, Mexican Buckeye, Possumhaw Holly, Shangtung Maple, Yaupon Holly. Tree Yaupon, Red Bud, Eldarica Pine, Wax Myrtle, Ornamental Pear, Mexican Plum, Possumhaw.** 

Section 6.12. East SH-66 Corridor Overlay (E-SH 66 OV) District

- *E.2* Buffer-strip plantings. Three Two (2) canopy trees, along with four (4) accent trees shall be required per 100 feet of the East SH 66 right-of-way. Canopy trees, accent trees, and shrubs as defined, along with sizes and types are included in section E (3) and (4). The East SH 66 Corridor Overlay shall include an average of one cedar tree for each 100 feet of frontage planted in clusters of three to five trees.
- *E.4 Plant material selections.* The following materials are recommended for planting in the buffer-strip; however, other materials may be acceptable:

Canopy trees: **Afghan Pine,** Bur Oak, **Caddo Maple,** Cedar Elm, Lacebark Elm, Leyland Cypress, **Little Gem Magnolia,** Live Oak, **October Glory Maple <del>Red Oak</del>.** 

Accent trees: **Desert Willow, Eastern Redbud, Eves Necklace, Mexican Buckeye,** Possumhaw Holly, Shangtung Maple, Yaupon Holly. <del>Tree Yaupon, Red Bud,</del> <u>Eldarica Pine, Wax Myrtle, Ornamental Pear, Mexican Plum, Possumhaw.</u>

# Section 6.13. FM-549 Corridor Overlay (FM-549 OV) District

- E.2 Buffer-strip plantings. Three Two (2) canopy trees, along with four (4) accent trees shall be required per 100 feet of the FM 549 right-of-way. Canopy trees, accent trees, and shrubs as defined, along with sizes and types are included in section E (3) and (4). The area of the FM 549 Corridor Overlay from Airport Road to SH 66 shall include an average of one cedar tree for each 100 feet of frontage planted in clusters of three to five trees.
- *E.4 Plant material selections.* The following materials are recommended for planting in the buffer-strip; however, other materials may be acceptable:

Canopy trees: Afghan Pine, Bald Cypress, Bur Oak, Caddo Maple, Cedar Elm, Lacebark Elm, Leyland Cypress, Little Gem Magnolia, Live Oak, October Glory Maple, Red Oak, Texas Ash, Texas Red Oak.

Accent trees: **Desert Willow, Eastern Redbud, Eves Necklace, Mexican Buckeye,** Possumhaw Holly, Shangtung Maple, Yaupon Holly. <del>Tree Yaupon, Red Bud,</del> <del>Eldarica Pine, Wax Myrtle, Ornamental Pear, Mexican Plum, Possumhaw.</del>

## Section 6.14. SH-276 Corridor Overlay (SH-276 OV) District

- *E.2 Buffer-strip plantings.* **Three Two (2)** canopy trees, along with four **(4)** accent trees shall be required per 100 feet of the SH 276 right-of-way. Canopy trees, accent trees, and shrubs as defined, along with sizes and types are included in section E (3) and (4).
- *E.4 Plant material selections.* The following materials are recommended for planting in the buffer-strip; however, other materials may be acceptable:

Canopy trees: **Afghan Pine, Bald Cypress,** Bur Oak, Cedar Elm, **Eastern Red Cedar, Homestead Elm, Lacebark Elm, Little Gem Magnolia,** Live Oak, **October Glory Maple,** Red Oak, <del>Leyland Cypress</del>.

Accent trees: **Desert Willow, Eastern Redbud, Eves Necklace, Mexican Buckeye, Possumhaw Holly, Shangtung Maple, Yaupon Holly. Tree Yaupon, Red Bud, Eldarica Pine, Wax Myrtle, Ornamental Pear, Mexican Plum, Possumhaw.** 



## **Exhibit B:** Article VIII, Landscape Standards, of the Unified Development Code

- Article VIII. Landscape Standards
- Section 3. Definitions

<u>Xeriscaping</u> means type of landscaping design that uses a combination of native plants and grasses, approved hardscapes and drought tolerant ground covers and planting materials for the purpose of conserving water and protecting the local environment.

- Section 5 Mandatory Provisions
- Section 5.3. Acceptable Landscape Materials
  - A. No artificial plant materials may be used to satisfy the requirements of this article.
  - B. Plant materials used to satisfy the requirements of this article must comply with the following minimum size requirements at the time of installation:
    - Large trees must have a minimum caliper of three inches, or a minimum height of six feet, depending on the standard measuring technique for the species.
       Shrubs shall be a minimum of three (3) gallons in size.
  - C. For purposes of this section, "height" is measured from the root crown or, if the plant is in a container, from the soil level in the container.
  - D. In satisfying the landscaping requirements of this article, the use of high-quality, hardy plant materials on the approved plant list below is recommended and encouraged. Plants found on the disapproved plant list below shall not be placed within the right-of-way or within the required building setback along a street.

(Ord. No. 06-14, 4-17-2006)

- E. As an alternative, the xeriscaping standards in Section 5.10 of this Article have been adopted to encourage new and existing developments to implement landscaping standards targeted at reducing water usage by using drought tolerant plantings and plans.
- *F.* Trees allowed in street landscape buffer areas. The following trees are allowed within the street landscape buffers along public streets:
  - 1. Afghan Pine.
  - 2. Bald Cypress.
  - 3. Burr Oak.
  - 4. Caddo Maple.
  - 5. Cedar Elm.
  - 6. Chinquapin Oak.
  - 7. Eastern Red Cedar.
  - 8. Homestead Elm.
  - 9. Lace Bark Elm.
  - 10. Leyland Cypress.
  - 11. Little Gem Magnolia.
  - 12. Live Oak.
  - 13. October Glory Maple.

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City of Rockwall, Texas

**Exhibit B:** Article VIII, Landscape Standards, of the Unified Development Code

14. Pecan. **15. Red Oak.** 16. Texas Ash. 17. Texas Red Oak. <del>18. Chinese Pistachio.</del>

and various native understory trees such as:

- 1. Desert Willow
- 2. Downy Hawthorn.
- 3. Eastern Redbud
- 4. Eve's Necklace
- 5. Mexican Buckeye
- 6. Possumhaw Holly
- 7. Shantung Maple
- 8. Yaupon Holly
- 9. Texas Redbud.
- <del>10. Mexican Plum.</del>
- 11. Wax Myrtle.
- <mark>12. Yaupon.</mark>
- 13. Deciduous Yaupon.

Section 5.6. Screening from Residential Uses

- A. Any commercial or industrial use or parking lot that has a side or rear contiguous to any residential district, or any multi-family use with more than five dwelling units or parking lot that has a side or rear contiguous to any single-family, townhouse, or duplex district, shall be screened with a masonry fence (excluding tilt wall or concrete block are prohibited; however, precast walls may be approved by the Planning and Zoning Commission unless approved by the city council), six (6) feet in height, unless otherwise approved by the city council. As an alternative, berms in conjunction with a minimum of a six (6) foot wrought fence and a combination of trees and shrubs can be utilized to meet this the screening requirements if the Planning & Zoning Commission determines that the proposed alternative will provide sufficient screening. The screen shall be located no closer to the street than the property line. Any ordinances concerning sight obstructions of intersections shall be applicable to the screen where it is intersected by a street or driveway.
- B. Prior to construction of any required screens, complete plans showing type of material, depth of beam, and structural support shall be analyzed by the building permit office to determine whether or not:
  - 1. The screen will withstand the pressures of time and nature;
  - 2. The screen adequately accomplishes the purpose for which it was intended;
  - 3. Plans shall be sealed by a registered engineer or they shall conform to the city's standard design for screening walls.
- C. Such screen shall be constructed prior to the issuance of a certificate of occupancy for any building or portion thereof.

# Exhibit B:

Article VIII, Landscape Standards, of the Unified Development Code

D. The areas adjacent to the required screening wall, or areas adjacent to a public street or right-of-way, shall be maintained by the property owner in a clean and orderly condition, free of debris and trash in accordance with the applicable codes of the city.

# Section 5.10. Deleted. Xeriscaping Standards.

- A. *Purpose*. The purpose of this section is to promote the establishment of water conscious landscaping through the implementation of xeriscaping principles. Additionally, this section is intended to provide an alternative to the typical landscape requirements for commercial properties.
- B. *Principles*. All xeriscaping plans submitted to the city should demonstrate conformance with the following principles:
  - 1. Planning and Design. Landscape designs and plans should take into account the regional and microclimatic conditions of the site, its existing vegetation and topographical conditions, the intended use, and the zoning (*i.e. vegetation zone*) of plant materials according to their unique water needs. Plans should take into account the various heights of landscaping materials. If the landscape plan is proposed in phases, to account for optimum planting times, all future phases should be included on the submitted landscape plan. In reviewing plans to ensure proper site planning and design, staff shall ensure that the plan: 1) preserves and protects existing vegetation, 2) preserves and protects topsoil, 3) stabilizes and covers all bare soil areas, and 4) incorporates energy/water conservation.
  - 2. Soil Improvement. Since soil tends to vary from site to site all soil should be analyzed to determine what plants are suitable to include on the landscape plan and if any soil amendments are required. Soil may require additional organic material be added to ensure the continued health of plants.
  - 3. Appropriate Plant Selection. Plant selection should be based on the plant's adaptability to the existing site conditions and need for supplemental watering. Most xeriscape plants will not require supplemental watering. In selecting plant materials, mature plants and shrubs should be used to ensure establishment after installation. A list of plants that are native and acceptable within the City of Rockwall has been provided in Appendix F, Recommended Plantings, of the Unified Development Code; however, staff may approve alternate plantings if they are deemed appropriate for the site. In reviewing plans for conformance to this principle staff will consider the: 1) diversity of the plant species being proposed, 2) size, maturity and water requirements of the selected plantings, and 3) variation of height, spread and color.
  - 4. Practical Turf Areas. The type and location of turf areas are considered to be a major design element in xeriscape plans. Turf in this case involves typical varieties of Bermuda, St. Augustine, Ryegrass blends, etc. The maintenance needs of turf can be minimized by the shape, area, irrigation equipment, and turf type selected. Drainage areas and sloped areas are especially suited to the use of native grasses as opposed to turf. In reviewing plans to ensure that the turf areas being proposed are practical staff will review: 1) the design of the turf areas [with rounded, compact turf areas being more efficient], 2) turf areas should be designed to be on a separate zone from other landscaping, 3) turf should be appropriate for the selected location, 4) turf should be avoided on

### **Exhibit B:** Article VIII, Landscape Standards, of the Unified Development Code

slopes and drainage areas in favor of native grasses, and 5) minimize turf areas by using native grasses, hardscape elements and alternatives.

- 5. Efficient Irrigation. All landscaping is required to have an irrigation system that is designed by a licensed irrigator. Additionally, all irrigation systems should be designed to be water efficient utilizing low-flow irrigation equipment. The plan should show that turf areas should be watered separately, and plants should be grouped in separate zones based on water need. Finally, all irrigation systems are required to be maintained in proper working order.
- 6. Use of Mulches. Mulches minimize evaporation, reduce weed growth, slow erosion and help maintain soil temperature. In reviewing the use of mulches in xeriscape plans staff shall ensure: 1) the use of a deep layer of mulch in planting beds [typically 3-4 inches] is utilized, and 2) mulches should be locally or regionally derived materials. Additionally, mulches may include the use of pea gravel, crushed granite, rock or pebbles in unplanted areas.
- 7. Appropriate Maintenance. Proper pruning, weeding and fertilization as required with all landscape plans shall be required. Typically, xeriscape plans require less maintenance, fertilizer and other chemicals and pesticides.
- C. Standards.
  - If approved with a Landscape Plan native grasses shall be exempt from the rules and requirements of Section 16-43, Weeds, Brush and Grass; however, the grass should be maintained to a height typical for the particular native grass.
  - 2. Drainage or detention areas that utilize native grasses in lieu of turf shall be exempt from the requirements stipulated by Section 5.12.C (*i.e. one* [1] tree per every 750 square feet of dry land area). Instead, a shrub or ornamental grass per every 1,500 square feet of dry land area shall be required to be planted on the site or around the detention area.
  - 3. A maximum of 30% mulches or hardscape is permitted to be incorporated into all xeriscape plans. This may be increased by the Planning & Zoning Commission if deemed appropriate and necessary for the proposed plan.
- D. Approval of Xeriscape Plans. All xeriscape plans shall require approval by the Planning & Zoning Commission, upon a recommendation by staff concerning conformance to the requirements of this section, at the time of site plan approval.

# <del>(Ord. No. 06-14, 4-17-2006)</del>

- Section 6 Landscape Credits
- Section 6.4 Credit for Xeriscaping.

The overall landscaping requirement may be reduced by 2.5 percent when the Planning Director or his/her designee determines that the standards stipulated by Section 5.10, *Xeriscaping Standards*, of this Article have been satisfied.

- Section 7. Completion of Landscaping
- Section 7.1. In Accordance with Approved Plans.

Except as otherwise provided in Subsection 7.2, all landscaping must be completed in accordance with the approved landscape plan before a Certificate of Occupancy may be issued for any building on the lot, *however, during drought or water emergency response stages* 

### **Exhibit B:** Article VIII, Landscape Standards, of the Unified Development Code

the Director of Planning and Zoning or his designee can grant an applicant permission to delay the installation of required landscaping (independent of Subsection 7.2) upon receipt of a letter from the applicant stating that the landscaping will be installed by a specific date that is within a reasonable time period not to exceed six (6) months. The Director of Planning and Zoning may extend the agreement for successive terms if the City is still under drought or water emergency response stages.

## **Exhibit C:** Article IX, Tree Preservation, of the Unified Development Code

## Section 7. Tree Replacement Credits

*D.* Types of trees. Replacement trees shall be selected from the following list and shall be a minimum of three caliper inches as measured six inches above the root ball.

# Canopy Trees:

- 1. Afghan Pine.
- 2. Bald Cypress.
- 3. Burr Oak.
- 4. Caddo Maple.
- 5. Cedar Elm.
- 6. Chinquapin Oak.
- 7. Eastern Red Cedar.
- 8. Homestead Elm.
- 9. Lace Bark Elm.
- 10. Leyland Cypress.
- 11. Little Gem Magnolia.
- 12. Live Oak.
- 13. October Glory Maple.
- 14. Pecan.
- 15. Red Oak.
- <mark>16. Texas Ash.</mark>
- 17. Texas Red Oak.

Accent Trees:

## 1. Desert Willow

- 2. Downy Hawthorn.
- 3. Eastern Redbud
- 4. Eve's Necklace
- 5. Mexican Buckeye
- 6. Possumhaw Holly
- 7. Shantung Maple
- 8. Yaupon Holly

Evergreen.

Afghan Pine. <del>Eastern Red Cedar.</del> Japanese Black Pine. Live Oak. Magnolia.

Deciduous. Bald Cypress. Burr Oak. Cedar Elm. Chinese Pistachio. Chinguapin Oak. Eve's Necklace. Lace Bark Elm.

Z2015-029: Amendments to Art. VIII of the UDC Ordinance No. 15-32

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City of Rockwall, Texas

**Exhibit C:** Article IX, Tree Preservation, of the Unified Development Code

Aristocrat Pear. Pecan. Sweet Gum. Sycamore. Texas Ash. Texas Red Oak. Possumhaw Holly.



	E PLANTING GU following table and			1.000				d tree i	planting	a reauir	ements	s stipula	ateo
Artic	ele VIII, Landscape S	Standar	ds, of th	ne Unif	ied Dev	elopme	ent Cod	e.					
Tabl	e 1.1: Required Trees	by Distri	ict.										
		1			OV	erlay Dis	tricts				1		
		IH-30	SH-205	SOV	SH-66	205-BY	N-205	E-66	FM-549	SH-276	NON	XERI	R
	Afghan Pine	Х	Х	x	X	X	X	X.	х	X	x	X	
	Bald Cypress	X				X			х	X	х		
	Burr Oak	X	Х	Х	Х	х	Х	Х	х	Х	Х	Х	
	Caddo Maple		Х	Х			X	Х	Х		х		
	Cedar Elm	X	Х	х	Х	х	x	Х	Х	Х	х		
	Chinquapin Oak										х	X	
5	Eastern Red Cedar	X				x				х	х		
ree	Homestead Elm	X				х				X	х		
Canopy Trees	Lacebark Elm	х	x	х	х	х	x	х	х	X	х		
ano	Leyland Cypress	1	X	х			X	X	X	1.1.1	X		
0	Little Gem Magnolia	х	х	х	X	X	X	х	x	х	х		3
	Live Oak	x	x	х	X	x	X	x	x	x	x		
	October Glory Maple	x	х	х	X	х	х	х	х	х	х		
	Pecan				-		· · · · ·	-			x		
	Red Oak	х			х	х			х	x	x		-
	Texas Ash	х			X	х	1		X	x	x		
	Texas Red Oak	х		-	х	х			х	х	х		1
	Desert Willow	х	х	х	x	х	х	х	x	x	х	x	
	Downy Hawthorn						-				х		1
100	Eastern Redbud	х	х	х	X	x	x	x	x	x	x		
see	Eves Necklace	х	х	х	х	х	х	x	х	x	х	х	-
nt Tr	Mexican Buckeye	х	x	х	X	X	X	х	x	x	х		
Accent Trees	Possumhaw Holly	x	х	х	х	х	х	х	х	х	х	х	
Y	Shantung Maple	х	х	х	х	х	X	х	х	x	х		
	Flame Leaf Sumac	х	X	x	х	х	X	x	х	х	х		-
	Yaupon Holly	x	x	х	X	x	x	x	x	x	x		
	Deviations & References:         IH-30: Section 6.6, A         SH-205: Section 6.6, A         SH-205: Section 6.7, J         SOV: Section 6.8, A         SH-66: Section 6.9, J         205-BY: Section 6.11,         E-66: Section 6.12, A         FM-56: Section 6.14,         SH-265: Section 6.14,         FM-549: Section 6.17,         SH-265: Section 6.17,         SH-276: Section 6.12,         SH-276: Section 6.12,         SH-276: Section 6.14,         SH-276: Section 6.17,         SH-276: Section 7.17,         Silver maple (acer s:         Box Elder (Acer Neg)	Article V, ticle V, UC Article V, UC Article V, Article V, Article V, Article V, U 3, Article V, Mistricts ree Preser accharinur µundo).	UDC DC UDC UDC UDC UDC C UDC UDC UDC UDC			1		Catalpa (C Hackberry Honeylocu Tulip tree Chinaberr Sycamore Cottonwor Willows (S American Siberian E Jerusalem Bois D'Arc Flowering Ginko Tre Peach/Plu Mulberry v Texas Mo	Catalpa sp , Sugarbe , Sugarbe , Sugarbe , Cledit (Liriodend , (Platanus d, Poplar salix sp.). Elm (Ulmus Elm (Ulmus Thorn/Pe : (Maclura Crabapple e (Ginko E m varietie varieties (N untain Lau untain Lau untain Lau	): rry (Celtis sia Triacan ron Tulipifi zedarach): Occidenta (Populus : s Americas Pomifera) a varieties biloba). s. Aorus sp.).	thos). era). sp.). sp.). (na). kinsonia A (Malus sp ora Securi	.).	
Į.	<ul> <li>☑ Mimosa (Albizia Juli</li> <li>☑ Catalpa (Catalpa sp</li> </ul>	brissin).				K		Lilac Chas Pine Tree	ste Tree (V	itex Agnus	scastus).	1. N. 1997	





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5. RE	COMMENDED SH	IRUB VARIETIES			-	
Th	e following are the Ci	ty of Rockwall's recommended sh	rub vari	eties.	/	and the state
	Shrub	Scientific Name	SCR	XERI	Contraction of the	A Carlos
3	Barberry	Berberis Thumbergii 'Crimson Pygmy'				
	Dwarf Yaupon Holly	llex Vomitoria 'Nana'			A BOARD	
0	Yucca	Yucca Sp.		х		
16	Juniper	Juniperus Sp.			3 sett	
C	Japanese Boxwood	Buxus Japonica			The low	
20	Mexican Oregano	Poliomentha Longiflora			10000	the state of the second
24	Red Yucca	Hesperaloe Parvifolia		х		C + To sta
25	Rock Rose	Pavonia Lasiopetala		Х		
0	Agarita	Mahonia Trifoliolata		Х	5	6
2	Barberry	Berberis Atropurpurea 'Rose Glow'	-		No. 19-12	and the second second
6	Cenizo (Texas Sage)	Leucophyllum Sp.	X	Х	State 15	
0	Dwarf Burford Holly	llex Cornuta 'Burfordii Nana'	X		and the	
14	Hogplum	Colubrina Texensis				PROP NO N
1	Indian Hawthorn	Raphiolepis Indica		-	7	1
19	Japanese Quince	Chaenomeles Japonica			1 30	
03	Pearl Bush	Exochorda Giraldii Wilsonii		-	and a state of	A A GALLERA
27	Rosemary	Rosmarinus Officinalis		Х	1	
28	Virginia Sweetspire	Itea Virginica		-		
0	Bridal Wreath Spirea	Spiraea Cantoniensis	X	Х	W. C. C.	
6	Chinese Fringe	Loropetalum Chinense	X			
0	Elaegnus	Elaeagnus x Ebbingei	X		CALL	No Contraction
11	Evergreen Sumac	Rhus Virens		-	6 - A. A.	
12	Forsythia	Forsythia Intermedia 'Spectabilis'			2 Cart	
13	Glossy Abelia	Abelia x Gradiflora			D. Mar	Con a constant
18	Japanese Cleyera	Cleyera Ternstroemia Gymnanthera			11	12 No. 1 1. 10
21	Nellie Stevens Holly	llex 'Nellie R. Stevens'	X		State-	CALCULATION OF
22	Oleander	Nerium Oledander	X		1000	
26	Rose of Sharon	Hibiscus Syriacus	X			A AND AND
A	bbreviations: XERI: Xeriscapin SCR: Screening GREEN: Small ORANGE: Mediu RED: Large					

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F.7. ALTERNATIVE PLAN	ALTERNATIVE PLANTING LIST							
		by the City of Rockwall since the adoption of the head option of the						
Trees.	Shrubs.	Grasses.						
-								
-								
-								
-								
-								

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# MEMORANDUM

TO:	Rick Crowley, City Manager
FROM:	Mary Smith, Assistant City Manager
DATE:	December 4, 2015
SUBJECT:	Rockwall Central Appraisal District Collections Agreement

The City contracts with the Rockwall Central Appraisal District for collection of property taxes. The district's collections budget is divided among the taxing entities based on a pro-rata formula of assessed values. At budget preparation, time estimates were received from Patricia Davis as to the City's allocation. When the contract was forwarded for consideration by the City Council the City's allocation had increased dramatically over budget estimates. After talking to Ms. Davis about the increase and her having further discussions with her Board it was determined that the City should be charged the allocation previously estimated and any changes to allocation formulas would be addressed for future years. The City's share of the collections budget is \$67,940.

The Council is asked to consider authorizing the City Manager to execute the agreement with the Rockwall Central Appraisal District.

THE STATE OF TEXAS X

COUNTY OF ROCKWALL X

#### **INTERLOCAL AGREEMENT FOR**

#### ASSESSMENT AND COLLECTION OF TAXES

On this 25th day of August, 2015 THE CITY OF ROCKWALL, hereinafter called the "Taxing Unit", and ROCKWALL CENTRAL APPRAISAL DISTRICT, hereinafter called "District", enter into the following agreement pursuant to the authority granted by TEXAS PROPERTY TAX CODE Sections 6.23, 6.24, and TEXAS GOVERNMENT CODE Chapter 791.

WHEREAS, it would be economically advantageous to both the Taxing Unit and the District to consolidate the tax assessment and collection functions; and

WHEREAS, in entering into this contract and agreement, it is the intention of the Taxing Unit and the District that upon commencement of the term of this contract as herein stated, the District shall for the said term of this contract provide such necessary tax assessment and collection services;

NOW, THEREFORE, the said parties have and do hereby covenant and agree as follows:

1. The District shall collect the ad valorem property taxes owing to the Taxing Unit for that portion of Taxing Unit and those accounts and property appraised of Taxing Unit found within the same boundaries of District and shall perform all assessment and collection duties and functions imposed by law upon the tax assessor and collector for the Taxing Unit for that portion of Taxing Unit and those accounts and property appraised of Taxing Unit found within the same boundaries of District, including, but not limited to the following:

- a) calculation of taxes;
- b) preparation of tax roll;
- c) proration of taxes;
- d) correction of clerical errors in tax rolls;
- e) collection of tax liabilities;
- f) issuance of refunds;
- g) calculation and publication of an effective tax rate;
- h) timely preparation and mailing of current tax bills;
- i) preparation and mailing of delinquent tax bills;
- j) remittance of taxes collected to the Taxing Unit;

k) provide monthly reports of collections and annual reports of all taxes collected or delinquent.

2. The District shall remit all collections to the Taxing Unit's depository after they are processed and deposited in the District's depository. Collections will be semimonthly except in times of heavy collection when Taxing Unit's collections may be more frequent or at the request of the Taxing Unit.

3. The District shall retain all fees charged for the issuance of tax certificates and any interest accruing upon tax payments while deposited in the District's depository prior to remittance to the Taxing Unit. The District shall expend such retained funds solely on tax assessment and collection services.

4. The District shall provide an annual independent audit of all funds collected, retained, and payments received as required by this contract, and all expenditures made by the District in its performance under this contract. A copy of the audit report shall be provided to the Taxing Unit at no additional cost.

5. The Taxing Unit authorizes the District to contract with a delinquent tax attorney, as provided by TEXAS PROPERTY TAX CODE SECTION 6.30, for the collection of delinquent taxes owed to the Taxing Unit. The attorney's compensation shall be paid by the Taxing Unit from the delinquent taxes, penalties and interest collected for the Taxing Unit by such attorney.

6. The Taxing Unit shall provide to the District, without charge, copies of all records necessary for performance by the District under this contract.

7. The Tax Assessor-Collector shall give bond conditioned on the faithful performance of his duties as Tax Assessor-Collector for the Taxing Unit. Said bond shall be made payable to and shall be approved by the governing body of the Taxing Unit in an amount determined by such governing body. The Taxing Unit shall pay the premium for such bond from its current available revenues.

8. In consideration of the services to be rendered by the District, the Taxing Unit shall pay the District as follows:

a) The Taxing Unit agrees to pay the District the actual cost of collection as adopted by the District in its annual collection budget.

- b) In the event that payments received exceed the actual cost of providing services pursuant to this Agreement, the District shall reimburse the Taxing Unit or credit future payments to be made by the Taxing Unit to the extent of the excess funds.
- c) In the event that payments received are less than the actual cost of providing services pursuant to this Agreement, the Taxing Unit shall reimburse the District all actual costs incurred for the collection of taxes.

- d) In the event that the Taxing Unit's tax rate is rolled back or otherwise changed after the District begins collections for the Taxing Unit in any given year, the District will continue to act for the Taxing Unit in providing refunds to taxpayers or sending corrected billings. The cost of additional publications and notices will be the responsibility of the Taxing Unit. All costs incurred by the District for late and separate tax bill processing or issuance of corrected bills, or refunds associated therewith, shall be strictly accounted for by the District and shall be payable by the Taxing Unit upon submission of that accounting by the District. This cost shall be the actual cost of providing those extra services required by the rollback or change of tax rate.
- e) In the event that the Taxing Unit fails to adopt its tax rate before the last work day prior to the first Monday in September the costs for late and separate tax bill processing, if required, shall be accounted for by the District and shall be payable by the Taxing Unit upon submission of that accounting by the District.

9. The Taxing Unit agrees payments shall be made quarterly to the District within 30 days of billing by the District prior to the beginning of the quarter based upon the calendar year to coincide with the Appraisal budget. For the period ending in calendar year 2016, the contracted terms for payment by the Taxing Units shall end on December 31, 2016 with the final payment due at that time, and the contracted payments shall then be due quarterly as set out herein beginning with the first quarter of 2017, being January-March, 2017 and the last quarter being October-December 2017 and continuing thereon each successive year.

10. This contract shall be effective on October 1, 2015 and shall continue in full force and effect through September 30, 2016 and thereafter, from year to year until such time either party hereto, by written notice to the other party, may terminate the same, such termination to be effective only if provided to the other party on or before April 1 of the tax year in which the party intends for the contract to terminate, or by mutual consent of the parties. Any such termination shall be effective as of May 1 of such tax year. Upon termination, the District shall provide the Taxing Unit, without charge, copies of the Taxing Unit's current and delinquent tax rolls and of any additional tax records requested by the Taxing Unit.

11. It is agreed and understood that this contract is not transferable or assignable without the written consent and approval of the Taxing Unit. The terms herein stated shall be bound upon the parties hereto, their successors, assigns and legal representatives.

12. The provisions of this contract are severable. If any paragraph section, subdivision, sentence, clause or phrase of this contract is for any reason held to the contrary to law or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of the contract.

13. This agreement shall provide for Rockwall Central Appraisal District to be the Assessor Collector of taxes for the taxing entities located within Rockwall County, to wit:

Rockwall County The City of Royse City The City of Fate The City of Heath The City of McLendon Chisholm The City of McLendon Chisholm The City of Rockwall Rockwall Independent School District Royse City Independent School District Rockwall County Municipal Utility District Number 1 Rockwall County Municipal Utility District Number 6 Rockwall County Municipal Utility District Number 6 Rockwall County Municipal Utility District Number 8 Rockwall County Municipal Utility District Number 9 Williamsburg Public Improvement District Williamsburg Public Improvement District Number 1 Phase 1B Williamsburg Public Improvement District Number 2

IN WITNESS WHEREOF, the respective parties hereunto set their hands this \_\_\_\_\_\_

ROCKWALL CENTRAL APPRAISAL DISTRICT

THE CITY OF ROCKWALL

BY

Rockwall Central Appraisal District Chairman, Board of Directors

BY: Tatrucce

Rockwall Central Appraisal District Chief Appraiser

BY:

WITNESS

ENTITY	ΤΟΤΑ	L
COLLECTION- 2015/2016		
Rockwall County	\$	74,153.00
Rockwall ISD	\$	146,508.00
Royse City ISD	\$	59,369.00
City of Rockwall	\$	67,940.00
City of Heath	\$	16,194.00
City of Royse City	\$	23,305.00
City of Fate	\$	15,701.00
MUD #1	\$	6,521.00
MUD #6	\$	445.00
MUD # 8	\$	20.00
MUD # 9	\$	-
City of McLendon Chisholm	\$	4,248.00
Williamsburg Public Imp Dist	\$	4,981.00
WPD#2	\$	1,409.00
WPD1 Phase 1B	\$	961.00
SPID	\$	2,987.00
Total	\$	424,742.00

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# MEMORANDUM

- TO: Rick Crowley, City Manager
- FROM: Mary Smith, Assistant City Manager
- DATE: November 19, 2015

SUBJECT: Interlocal Agreement for No Refusal Weekends 2016

Included in your meeting packet is an interlocal agreement between Rockwall County and the City of Rockwall regarding municipal judge services for "No Refusal Weekends" during the upcoming year. We have reviewed the agreement, and it is the same as past agreements the council has authorized for this purpose.

## INTERLOCAL COOPERATION AGREEMENT BETWEEN ROCKWALL COUNTY AND THE CITY OF ROCKWALL REGARDING MUNICIPAL JUDGE SERVICES

**THIS INTERLOCAL COOPERATION AGREEMENT** is made and entered into by and between Rockwall County, Texas, a political subdivision of the State of Texas (*hereinafter referred to as "COUNTY"*), and the City of Rockwall, a municipal corporation of the State of Texas (*hereinafter referred to as "CITY."*)

WHEREAS, the CITY is located within the COUNTY and its citizens are represented by the Rockwall County Criminal District Attorney in criminal matters; and

WHEREAS, both the CITY and the COUNTY seek to protect their citizens from harm and damage to property; and

WHEREAS, the COUNTY through the Rockwall County Criminal District Attorney intends to hold multiple "No Refusal Weekends" during the course of the year wherein warrants will be sought to draw blood from individuals suspected of driving while intoxicated who have refused to provide a breath or blood sample; and

WHEREAS, the CITY through its municipal court has the authority to issue evidentiary warrants in the State of Texas under certain conditions; and

WHEREAS, the CITY desires to make a municipal judge available to review, consider and sign, if appropriate, evidentiary warrants to obtain blood samples from individuals in Rockwall County suspected of driving while intoxicated during the periods set forth in this Agreement; and

WHEREAS, it is in the best interest of the citizens of Rockwall County to hold "No Refusal Weekends"; and

WHEREAS, both the COUNTY and CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to Texas Government Code Chapter 791.011 (a), whereby the COUNTY and the CITY will agree upon the terms of said written agreement;

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

#### I. TERM OF AGREEMENT

- A. The COUNTY and the CITY mutually agree that the term of this Agreement shall be for one (1) year commencing on the date it is formally and duly executed by both the COUNTY and the CITY.
- B. During the term of this Agreement the COUNTY shall perform the "No Refusal Weekend" on four occasions as follows:

- (1) New Year's Day 12:01 a.m. December 30, 2015 through 5:00 p.m. January 4, 2016;
- (2) Memorial Day 12:01 a.m. May 27, 2016 through 5:00 p.m. May 31, 2016;
- (3) Independence Day 12:01 a.m. July 1, 2016 through 5:00 p.m. July 5, 2016; and
- (4) Labor Day 12:01 a.m. September 2, 2016 through 5:00 p.m. September 6, 2016.
- C. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving thirty (30) days' written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return mail receipt requested, to the other party at the addresses set out herein. Upon termination of this Agreement, neither party will have any obligations to the other party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.

### 11.

#### COUNTY RESPONSIBILITIES

The COUNTY will pay the CITY at a rate of \$120.00 an hour for a total amount not to exceed \$2500.00 for each of the aforementioned "No Refusal Weekend" periods, for the services of Judge Cathy Mason Penn and Associate Judge David Mallard to review, consider and sign, if appropriate, evidentiary warrants to obtain blood samples from individuals suspected of driving while intoxicated during the "No Refusal Weekend" periods. Payment of the judge's fee is specifically not made contingent upon approval of the warrant by the judge.

#### Ш.

### CITY RESPONSIBILITIES

The CITY through Municipal Judge Cathy Mason Penn and Associate Municipal Judge David Mallard shall review, consider and sign, if appropriate, evidentiary warrants to obtain blood samples from individuals suspected of driving while intoxicated during the "No Refusal Weekend" periods. The CITY agrees that Judge Penn and Judge Mallard will be available to provide these services at times to be scheduled at a later date during the "No Refusal Weekend" periods. The CITY further agrees to submit an invoice to the COUNTY (c/o the Rockwall County Auditor) for the services provided by the Judge. Payment shall be made 30 days after receipt of the invoice by the Rockwall County Auditor.

#### IV.

### GENERAL PROVISIONS

#### A. General Administration:

The COUNTY and the CITY will designate their respective representatives for the general administration of this Agreement.

#### B. Alteration, Amendment or Modification:

This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement.

#### C. Notice:

All notices sent pursuant to this Agreement will be in writing and must be sent by registered or certified mail, postage prepaid, return-receipt requested.

Notices sent pursuant to this Agreement will be sent to the Rockwall County Judge's Office at the following address:

*County Judge Rockwall County Judge's Office 101 East Rusk, Room 202 Rockwall, Texas 75087* 

Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

Rick Crowley City Manager of Rockwall 385 South Goliad Street Rockwall, Texas 75087

When notices sent pursuant to this Agreement are mailed by registered or certified mail, notices will be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. postal office.

#### D. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the remaining provisions of this Agreement.

#### E. Breach:

The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.

#### F. Non-Waiver:

The waiver by either party of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by wither party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

#### G. Entire Agreement:

This Interlocal Cooperative Agreement constitutes the entire Agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.

#### H. Terms used in Document:

As used in this Agreement, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement", "Agreement", and "Contract" are synonymous.

#### I. Non-Defined Terms:

If not specifically defined in this Agreement, words and phrases used in this Agreement will have their ordinary meaning as defined by common usage.

EXECUTED THIS <u>10<sup>th</sup></u> day of <u>November</u> 2015.

By Honorable David Sweet Rockwall County Judge

Attest:

nife Jogg 2BO Shelli Miller Date: 11/10/15

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2015.

City of Rockwall

Rockwall County

By:

Mayor Jim Pruitt City of Rockwall

Attest:

Date:

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# **MEMORANDUM**

TO: Rick Crowley, City Manager

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

DATE: November 30, 2015

SUBJECT: S.H. 276 Water and Sanitary Sewer Relocations

S.H. 276 from S.H. 205 to east of FM 549/Corporate Crossing is an existing two lane asphalt roadway with bar ditches. The roadway is maintained by the Texas Department of Transportation (TxDOT). This project will be reconstructed to a four lane divided concrete reinforced roadway with the ability to expand to a six lane roadway at a later date when traffic volumes increase. The roadway construction will be funded by TxDOT and Rockwall County and is scheduled to be constructed in 2018.

As a part of any roadway reconstruction project, the franchised utilities and City-owned utilities must be relocated to avoid any conflict with the new construction. The City has been reviewing our existing water and sanitary sewer facilities to determine the extent of conflicts with the roadway construction. Staff has requested our utilities consultant (Birkhoff, Hendricks & Carter, LLP) to enter into a Professional Engineering Services Contract to perform the design to relocate several water and sanitary sewer line conflicts throughout the project limits. They have submitted a proposal to perform this design work in an amount not to exceed \$72,800. Funding will be provided by the 2016 Water & Sewer Bond sales.

Staff request City Council consideration to approve a Professional Engineering Services Contract with Birkhoff, Hendricks & Carter, LLP in the amount not to exceed \$72,800 to prepare engineering design plans and specifications for the utility relocations in SH 276 from SH 205 to FM 549 and take any action necessary.

TMT:em

Attachment

Cc:

Mary Smith, Assistant City Manager Rick Sherer, Water/Wastewater Manager Amy Williams, P.E., Assistant City Engineer Jeremy White, P.E., Civil Engineer File

#### COUNTY OF ROCKWALL

# PROFESSIONAL ENGINEERING SERVICES CONTRACT

S.H. 276 Water and Sanitary Sewer Relocations

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

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

PROFESSIONAL ENGINEERING SERVICES for S.H. 276 Water and Sanitary Sewer Relocations.

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

1. <u>Scope of Work</u>

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

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

#### 2. Compensation & Term of Agreement

Cost for such services will be a not to exceed amount of Seventy Two Thousand Eight Hundred dollars (\$72,800.00) and billed on a lump sum basis for Basic Services and on an hourly basis per rates for Special Services provided in Attachment "B". Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

PCD # 221482

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

#### 3. Method of Payment

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

#### 4. Engineer's Standard of Care

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

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

#### 5. <u>Ownership of Documents</u>

As part of the total compensation which CITY has agreed to pay Engineer for the professional services to be rendered under this Contract, Engineer agrees that hard copies of all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, preliminary reports, reports, bid packet/construction contract documents/advertisement for bids incorporating any CITY standard provisions provided by Engineer, will remain the property of the CITY. Engineer will furnish CITY with paper and electronic copies, to the extent they are available, of all of the foregoing to facilitate coordination,

however, ownership of the underlying work product shall remain the intellectual property of the Engineer. Engineer shall have the right to use such work products for Engineer's purposes. However, such documents are not intended to be suitable for reuse by CITY or others on extension of the Project or on any other project. Any reuse without the express written consent of the Engineer will be at reuser's sole risk and without liability or legal exposure to the Engineer, and CITY to the extent allowed by law, shall hold harmless the Engineer from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the Engineer's consent. The granting of such consent will entitle the Engineer to further compensation at rates to be agreed upon by CITY and the Engineer. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the services.

6. <u>Insurance</u>

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

> Workmen's Compensation – Statutory Employer's Liability – \$100,000.00 Bodily Injury by Disease - \$500,000 (policy limits) Bodily Injury by Disease - \$100,000 (each employee)

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

\$2,000,000.00 General aggregate limit

\$1,000,000.00 each occurrence sub-limit for all bodily injury or property damage incurred all in one occurrence

\$1,000,000.00 each occurrence sub-limit for Personal Injury and Advertising

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

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

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

#### 7. **INDEMNIFICATION**

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

ENGINEER'S TOTAL LIABILITY TO CITY FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE INCLUDING ENGINEER'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE, ERRORS AND OMISSIONS SHALL-NOT EXCEED ONE MILLION DOLLARS (\$1,000,000.00). NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY CLAIMING THROUGH THE OTHER RESPECTIVE PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, LIQUIDATED, DELAY OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO LOST PROFITS OR USE OF PROPERTY, FACILITIES OR RESOURCES, THAT MAY RESULT FROM THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED HEREUNDER.

Addresses for Notices and Communications
CITY
Mary Smith
City of Rockwall
385 S. Goliad
Rockwall, Texas 75087

PCD # 221482

4.

#### Engineer

Matt Hickey, P.E. Birkhoff, Hendricks & Carter, LLP 11910 Greenville Ave. Suite 600 Dallas, Texas 75243

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

#### 9. Successors and Assigns

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

#### 10. <u>Termination for Convenience of the Parties</u>

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

#### 11. Changes

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

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

#### 13. Reports and Information

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

#### 14. Entire Agreement

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

#### 15. Waiver

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

#### 16. Severability

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

#### 17. Survival

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

#### 18. <u>Governing Powers and Law</u>

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

#### 19. Attorney's Fees

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

#### 20. State or Federal Laws

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

EXECUTED in triplicate originals on this day of November 2015.

Birkhoff, Hendricks & Carter, LLP

By:

Name: Matt Hickey, P.E. Title: Partner

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_ 2015.

ATTEST:

City of Rockwall, Texas

Mary Smith, Assistant City Manager

PCD # 221482

Exhibit "A" to Agreement between the City of Rockwall, Texas (CITY) and Birkhoff, Hendricks & Carter, L.L.P, (ENGINEER) for Professional Services Dated , 2015

# EXHIBIT "A"

## **GENERAL PROJECT DESCRIPTION**

Prepare plans and specifications for water and sanitary sewer utility relocations along S.H. 276 from S.H. 205 to FM 549. The previously determined locations include:

Project No.	Location	Project No	Location
1	S.H. 276 at S.H. 205 (Sids Road)	2	S.H. 276 at Graystone Drive North
3	S.H. 276 at Graystone Drive South	4 & 5	S.H. 276 at TL Townsend
6	S.H. 276 at TL Townsend	7	S.H. 276 at Wildrose Drive
8	S.H. 276 – North Side Between Wildrose & John King	9	20-inch Water Line on North Side of S.H. 276 at Proposed Culvert
10	12-inch Water Line on South Side of S.H. 276 at Proposed Culvert	11	S.H. 276 at John King
12	S.H. 276 Sta 68+00 (10" Water Line)	13 & 14	S.H. 276 at Trail Glen
15	S.H. 276 at Culvert 4	16 & 17	S.H. 276 Sta. 81+00 (8" & 12")
18	S.H. 276 at Sta. 100+75 Culvert 5	19	S.H. 276 at FM 549 Intersection

#### PART A DESIGN

- 1. Attend design kick-off meeting with the City.
- 2. Coordinate with City and CH2M Hill (TXDOT Consultant) to obtain latest TXDOT electronic plans for S.H. 276 improvements. Electronic Files will be utilized as the basis of the utility relocation sheets.
- 3. Prepare construction plan cover sheet, location map and sheet index.
- 4. Preparation of construction Plan-Profile sheets prepared at a scale of not less than 1"  $= 40^{\circ}$  for each of the nineteen relocation projects.
- 5. Include proposed TXDOT storm sewers in profiles.
- 6. Submit two sets of 60% preliminary plans (11" x 17" maximum sheet size), bid schedule and technical specifications for the City review. Submit one set of 60% preliminary plans (11" x 17" maximum sheet size) to TXDOT for review.

- 7. Meet with the City of Rockwall to discuss the City's and TXDOT's review comments.
- 8. Prepare bid schedule and technical specifications for inclusion into City construction contract and specifications.
- 9. Submit two sets of 90% preliminary plans (11" x 17" maximum sheet size), bid schedule and technical specifications for the City review. Submit one set of 90% preliminary plans (11" x 17" maximum sheet size) to TXDOT.
- 10. Meet with the City of Rockwall to discuss the City's and TXDOT's comments.
- 11. Revise and finalize 90% plan sheets and technical specifications, incorporating City comments.
- 12. Formulate opinion of probable construction cost based on final plans.
- 13. Prepare final bid documents including bid proposal forms, construction plans and technical specifications. Contract documents, general conditions and special conditions will be provided by City of Rockwall.
- 14. Conduct an interoffice quality assurance and quality control review of the construction plans and specifications prior to advertising the project for bidding.
- 15. Send plans to utility companies present in the relocation areas.

## PART B BIDDING PHASE

- Assist the City of Rockwall staff in advertising for bids. This will include providing City with Notice to Contractors for their use in publicly advertising project. Birkhoff, Hendricks & Carter L.L.P. will e-mail notices to Publishers and to Contractors experienced in utility construction.
- 2. Sell bidding documents to potential proposers, suppliers and other parties. Maintain a log of the plan holders.
- 3. Assist City of Rockwall during opening of proposals and provide bid tabulation summary sheets.
- 4. Provide bid tabulation to City and contractors (by email) who submit bids.
- 5. Check references provided for apparent low bidder.

## PART C CONSTRUCTION PHASE

1. Attend City's Pre-Construction Conference at City facilities.



- 2. Attend up to six construction coordination meetings with the contractor, quality control personnel and City representatives to discuss strategy, problem areas, progress, and any required coordination.
- 3. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review of shop drawing submissions is solely for their conformance with the design intent and conformance with information given in the construction documents. Birkhoff, Hendricks & Carter L.L.P. shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operation of construction, safety precautions and programs incidental thereto, all of which are the Contractors responsibility. Electronic pdf copies of acceptable shop drawings will be provided to the City.
- 4. Provide written responses to requests for information or clarification.
- 5. Prepare routine change orders.
- 6. Accompany the City during their final inspection of each project.
- 7. Recommend acceptance of work based on information from City's on-site representative for each project.
- 8. Prepare record drawings utilizing City and Contractor construction record information. Provide record drawings to the City in pdf format.

## PART D SPECIAL SERVICES

- 1. Field Survey for Design and Construction
  - a. Establish a horizontal and vertical control network and project control baseline for the project based on TXDOT S.H. 276 control. Field surveys will be completed with GPS and Total Station equipment.
  - b. Horizontal and vertical location of the existing facilities, including existing pavement, fences, and utility appurtenances such as water valves, fire hydrants and manholes
  - c. Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC 230, Austin, TX 78753, Phone (512) 239-5263, Fax (512) 239-5253.
- 2. Reproduction

- a. Furnish 3-sets of 60% and 3-sets of 90% preliminary plans (11" X 17") and specifications for review by the City and TXDOT (6 Sets Total).
- b. After award of a construction contract by the City, furnish. 10-sets of (11" X 17") conformed plans and specifications to the City for each project. Five sets for the City's use during construction and five sets for the contractor during construction.
- 3. Easement Plat & Field Note Descriptions
  - a. Prepare two easement plat and field note descriptions.

# PARTE EXCLUSIONS

Services specifically excluded from the scope of services include, but are not necessarily limited to the following:

- 1. Providing an on-site representative.
- 2. Environmental impact statements and assessments.
- 3. Fees for permits or advertising.
- 4. Certification that work is in accordance with plans and specifications.
- 5. Environmental cleanup.
- 6. Quality control and testing services during construction.
- 7. Phasing of Contractors work.
- 8. On-site safety precautions, programs and responsibility.
- 9. Fiduciary responsibility to the City.

Exhibit "B" to Agreement between the City of Rockwall, Texas (CITY) and Birkhoff, Hendricks & Carter, L.L.P, (ENGINEER) for Professional Services: Dated \_\_\_\_\_, 2015

## EXHIBIT "B"

# **PAYMENT SCHEDULE FOR BASIC SERVICES**

Compensation for basic engineering services under Exhibit A, Part A, B and C, shall be on a lump sum basis. The tabulation below establis. He not to exceed amount for each category of contract service:

	Total Ba	asic Services:	Manhour Breakdown	Percentage of Basic Services
	Part I	Design	\$31,000	56.7%
Basic	Part II	Bidding Phase	\$4,700	8.6%
	Part III	Construction Administration	\$19,000	34.7%
		BASIC SERVICES TOTAL:	\$54,700	100.0%

# **PAYMENT SCHEDULE FOR SPECIAL SERVICES**

Compensation for engineering services under Exhibit A, Part D, Special Services, shall be at salary cost times 2.40, with expenses at actual invoice amount times 1.15. Field Survey Crew rate is \$155.00 per hour and mileage is charged at current IRS rates.

or all all all all all all all all all al	Survey (Design, Boundary and Construction Surveys)	\$ 9,900.00	Crew Rate
iditional ervices	Preparation of ROW Documents	\$ 7,200.00	Hourly
Ser	Printing of Plans and Specifications	\$ 1,000.00	Expense
4	Additional Services Total:	\$ 18,100.00	

Invoices will be posted monthly based upon estimate of work complete for Lump Sum and hourly for Special Services plus expenses. Payment is due upon receipt of invoice.

Not to exceed amount for Basic and Special Services is \$72,800.00.

Exhibit "C" to Agreement between the City of Rockwall, Texas (CITY) and Birkhoff, Hendricks & Carter, L.L.P, (ENGINEER) for Professional Services: Dated \_\_\_\_\_, 2015

# EXHIBIT "C"

# **PROJECT SCHEDULE**

Notice to Proceed	December 21, 2015
Begin Field Surveys	January 4, 2016
Complete Field Surveys	January 25, 2016
Submit 60% Plans; Plats & Field Notes:	April 25, 2016
Receive City Review and Comments:	May 9, 2016
Submit Preliminary Plans (90%):	May 30, 2016
Receive City Review Comments:	June 13, 2016
Submit Final Plans and Bidding Documents:	July 11, 2016
Review Comments from City	July 25, 2016
Easement Acquisition (By others)	April 25, 2016- July 25, 2016
Advertise Project	August 3, 2016
Receive Bids	August 31, 2016
City Award Construction Contract	September 19, 2016
Notice to Proceed with Construction	October 24, 2016
Construction Complete (12 Mo)	April 2017

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## **MEMORANDUM**

TO: Rick Crowley, City Manager

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

DATE: November 30, 2015

SUBJECT: Sanitary Sewer System Professional Service Contract

The Environmental Protection Agency (EPA) performed an on-site inspection on the City of Rockwall Wastewater Collection System operations and maintenance on March 5, 2015. This inspection was performed for most of the Member Cities of the North Texas Municipal Water District (NTMWD) that send wastewater effluent to their treatment plants. EPA completed their inspections and is evaluating the proper action to be taken against each inspected entity including NTMWD. During discussions with the EPA and NTMWD, EPA is strongly encouraging each entity to prepare a CMOM Plan. CMOM is an acronym for Capacity, Management, Operations and Maintenance. CMOM is a written tool to evaluate the current management, operations and maintenance programs of the wastewater collection system. While CMOM is not an infrastructure or engineering assessment, it serves as an evaluation of programs the City carries out regularly to meet the needs of the public. Another task of the CMOM Plan is the development of a work plan to address program deficiencies.

Staff requested a Professional Services Contract with Pipeline Analysis, LLC to perform a CMOM Self-Audit and Plan to address concerns of the EPA related to our wastewater collection system. This work can be completed within four months from the notice-to-proceed at a cost of \$29,235. Funding will be provided by the 2016 Water & Sewer Bond sales.

Staff request City Council consideration to approve a Professional Services Contract with Pipeline Analysis, LLC to perform a Capacity, Management, Operations and Maintenance Self-Audit and Plan in an amount of \$29,235 and take any action necessary.

TMT:em

Attachment

Cc:

Mary Smith, Assistant City Manager Rick Sherer, Water/Wastewater Manager Amy Williams, P.E., Assistant City Engineer Jeremy White, P.E., Civil Engineer File Professional Services Contract Sanitary Sewer System

×.

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# **CMOM Self-audit**



# **City of Rockwall**

October 16, 2015



Pipeline Analysis, LLC 1115 Main Street Garland, Texas 75040 972-470-0655 TBPE Firm No. 6538

#### CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT made and entered into on the date last stated below between the ., hereinafter called "Client" and Pipeline Analysis, LLC hereinafter called "ENGINEER", acting by and through James H. Forbes, Jr., P.E. (Project Manager) duly authorized to so act on behalf of the ENGINEER.

WHEREAS, the CLIENT desires Professional Engineering Services in connection with the preparation of a Capacity, Management, Operation and Maintenance (CMOM) Plan Report hereinafter called "the PROJECT"; and

WHEREAS, the CLIENT has determined that the ENGINEER has experience in the area involved in the Project and is qualified to perform the work, and the ENGINEER is willing to enter into a contract with CLIENT to perform the engineering services desired by CLIENT in connection with the PROJECT.

CLIENT AND ENGINEER AGREE AS FOLLOWS:

CLIENT hereby retains the ENGINEER to perform engineering services in connection with the PROJECT described above.

#### 1. DETAILED SCOPE OF SERVICES

The scope of engineering services to be performed by the ENGINEER shall be as set out in Exhibit A attached.

#### 2. CLIENT'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, the CLIENT will provide the following in a timely manner. Engineer will schedule a site visit to gather available information for inclusion in the CMOM Plan report.

Provide Existing Data - CLIENT will provide to ENGINEER at no cost applicable reports and data including the following (if available):

- A. Provide access to key City staff as necessary for interviews
- B. Population trend for past 10 years
- C. Annual flow trend for past 10 years
- D. Collection system asset summary
- E. Customer complaints by category (for last 5 years)
- F. Number of Stoppages on public system (for last 5 years)
- G. Number of stoppages on private system (for last 5 years)
- H. SSO historical database spreadsheet including cause (Rain, grease, roots, obstruction, collapse, privately owned or municipal)

- I. SSO reports to TCEQ and EPA if applicable
- J. Feet of sewer cleaned per year
- K. Feet of sewer CCTV'd per year
- L. Repairs by CITY crews to system
- M. Repairs by outsourced contractor
- N. Average response time to SSO or customer complaint
- O. List of CIP Projects in 2015
- P. List of CIP 5 year plan
- Q. SSO Response Plan (if available)
- R. FOG program status and inspection summary
- S. FOG Manual (if available)
- T. Lift Station Summary of Maintenance
- U. Current Organizational Chart and detailed staffing job descriptions
- V. Equipment inventory summary
- W. Safety manual (if available)
- X. Training and safety completed in 2014 including CEU's by employee
- Y. If requested, furnish copies or provide access to overflow records, maintenance records, etc.

Existing data delivered to the ENGINEER by the CLIENT remains the property of the CLIENT and must be returned to the CLIENT after completion of the PROJECT.

#### 3. PROVIDE STANDARDS

Not Applicable

N C

#### 4. PROVIDE ACCESS

Arrange for access to, and make all provisions for, ENGINEER to perform services under this AGREEMENT.

#### 5. CLIENT REPRESENTATIVE

CLIENT shall designate a representative to act as a contact person on behalf of the CLIENT.

#### 6. SCHEDULE

The ENGINEER'S services shall be performed in a timely manner consistent with sound professional practices. ENGINEER understands that coordination with CLIENT staff will be required during the course of this work. The ENGINEER will complete the work according to the following schedule:

ACTIVITY	Start/End Day
Anticipated Notice To Proceed	1
Task 1 - Preliminary Phase	1/14
Task 2 - CMOM Interviews/Analysis	15/45
Task 3 – CMOM Plan Pre-submittal Report	46/90
Task 4 - CMOM Plan Final Submittal Report	90-120

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the CLIENT and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the critical path caused by review times by the CLIENT or a permitting agency exceeding those anticipated by the ENGINEER'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ENGINEER shall begin work immediately upon receipt of the executed CONTRACT and/or verbal written Notice to Proceed.

#### 7. COMPLETION OF SERVICES

ENGINEER'S services under each item of the finalized Scope of Work shall be considered complete on the date when the submissions for that item have been accepted by CLIENT.

#### 8. CHANGES

If the CLIENT requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of ENGINEER'S services, the various rates of compensation and schedule shall be adjusted equitably.

#### 9. WRITTEN AUTHORIZATION FOR ADDITIONAL WORK

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense or reimbursement in

addition to the fees stipulated in Section 10 (Payment for Services) of this CONTRACT, without first having obtained the specific written authority to do so from CLIENT.

#### 10. PAYMENT FOR SERVICES

Terms used in describing the applicable method of payment for services provided by the ENGINEER shall have the meaning indicated below:

#### Basic Engineering Fee:

Basic Engineering Fee shall mean those expenses incurred by the ENGINEER in prosecuting the PROJECT Scope of Services. Basic Engineering Fee shall be a lump sum not to exceed \$29,235.

Reimbursable Expenses - Not applicable

#### **Additional Services**

Additional services **not** covered under the Scope of Services, will be provided to the CLIENT on an hourly basis plus reimbursable expenses as agreed in writing at the time such services are authorized.

These services will be billed monthly based on the unit prices for quantities actually performed. Total compensation will not exceed \$29,235 without CLIENT authorization.

#### 11. BASIS AND AMOUNT OF COMPENSATION FOR ADDITIONAL SERVICES

CLIENT authorized additional services beyond the services specified in Exhibit A will be at the then current unit prices and/or lump sum prices provided by Pipeline Analysis, LLC and approved by CLIENT.

#### 12. PARTIAL PAYMENTS FOR SERVICES

Partial fee payments may be applied for at monthly intervals, based upon statements which reflect the percentage of work completed and/or units completed for the various items listed under Scope of Services, and/or Additional Services. These statements shall be prepared by the ENGINEER and must be verified and approved by CLIENT.

#### 13. DELAY

If ENGINEER'S services are delayed or suspended in whole or in part by the CLIENT for more than one year for reasons beyond ENGINEER'S control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

#### 14. TERMINATION, SUSPENSIONS OR ABANDONMENT

#### Termination

The CLIENT or the ENGINEER may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, CLIENT shall within thirty (30) calendar days of termination remunerate ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination. All plans, field survey, and other data related to the PROJECT shall become the property of CLIENT upon termination of the CONTRACT and shall be promptly delivered to CLIENT in a reasonably organized form. Should CLIENT subsequently contract with a new Engineer for continuation of services on the PROJECT, ENGINEER shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

#### Suspension

If the Project is suspended by CLIENT for more than 30 consecutive days, the ENGINEER shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ENGINEER'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ENGINEER'S services.

#### Abandonment

This CONTRACT may be terminated by CLIENT upon not less than seven (7) days written notice to the ENGINEER in the event that the Project is permanently abandoned. If the Project is abandoned by CLIENT for more than ninety (90) consecutive days, the ENGINEER or CLIENT may terminate this CONTRACT by giving written notice.

#### Failure to Pay

Failure of CLIENT to make payments to the ENGINEER in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If CLIENT fails to make payment to ENGINEER within thirty (30) days of a statement for services properly performed, the ENGINEER may, upon fourteen (14) days written notice to CLIENT, suspend performance of services under this CONTRACT. Unless ENGINEER receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ENGINEER shall have no liability to CLIENT for delay or damage caused CLIENT because of such suspension of services.

#### **15. GENERAL CONSIDERATIONS**

#### a. Professional Standards

Services performed by the ENGINEER under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The ENGINEER shall comply with the applicable laws and rules of the current Texas Engineering Practice Act. CLIENT's approval, acceptance, use of or payment for all or any part of the ENGINEER'S services herein under or of the project itself shall in no way alter the ENGINEER'S obligations or CLIENT'S rights thereunder.

#### b. Progress and Performance

The provisions of this CONTRACT and the compensation to ENGINEER have been agreed to in anticipation of continuous and orderly progress through the completion of the ENGINEER'S services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the ENGINEER has no control. If the ENGINEER'S services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. A delay or suspension shall not terminate this CONTRACT unless ENGINEER elects to terminate in accordance with the provisions of Section 14 of this CONTRACT. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of the ENGINEER, the fees and rates of compensation set forth in Section 10 shall be subject to re-negotiating.

#### c. CLIENT Control

It is understood and agreed that CLIENT shall have complete control of the services to be rendered, and that no work shall be done under this CONTRACT until the ENGINEER is instructed to proceed with the work.

#### d. Independent Agent

ENGINEER and CLIENT agree that ENGINEER and any officer, employee or agent of ENGINEER, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of CLIENT.

#### e. Compliance with Laws

ENGINEER shall comply with all Federal, State, and local laws and ordinances in the execution of all work in connection with this PROJECT.

#### f. No Additional Work Without Authorization

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT, which would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Article 10 of this CONTRACT, without having first obtained specific written authority therefore from CLIENT.

#### g. Assignment & Subcontracting

This CONTRACT shall not be assigned in whole or part without the written consent of CLIENT.

#### h. Indemnification

ENGINEER, its officers, agents and employees agree to indemnify, hold harmless, and defend CLIENT, at ENGINEER'S cost, its officers, agents, and employees from and against any and all claims or suits for injuries, damages, loss, or liability of whatever kind of character, arising out of or in connection with the performance by the ENGINEER of those services contemplated by the CONTRACT, based upon negligent acts or omissions of ENGINEER, its officers, agents, employees, consultants and subcontractors, whether or not caused solely by the ENGINEER, its officers, agents, employees, consultants or subcontractors or jointly with any other party.

ENGINEER agrees that he is solely responsible for the safety of himself and his employees in the performance of this CONTRACT and agrees to indemnify and hold harmless CLIENT, its officers and agents from and against any liability arising from the personal injury or death of the ENGINEER or the employees of the ENGINEER arising out of or in connection with this CONTRACT.

#### i. Insurance

ENGINEER shall secure and maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

ENGINEER shall secure and maintain Commercial General Liability Insurance that will protect him from claims for bodily injury, death or property damage which may arise from the performance of his services under this CONTRACT, written on an occurrence basis, in the following amounts:

For engineering design contracts for more than \$10,000.00, insurance in an amount not less than \$500,000 per occurrence and \$1,000,000 annual aggregate for bodily injury or death and property damage. ENGINEER shall maintain Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with combined single limit coverage of \$1,000,000 for bodily injury, death or property damage.

ENGINEER shall maintain, at no expense to CLIENT, a professional liability (errors and omissions) insurance policy placed with a company rated at least A-/VII by Best's Key Rating Guide, authorized to do business in Texas. This coverage must be maintained for at least two (2) years after the PROJECT is completed. Coverage must be written on an occurrence basis. However, at its sole discretion, the CLIENT may accept coverage written on a claims-made basis if the policy provides for a retroactive date equivalent to the inception date of the CONTRACT or earlier, maintained during the full term of the CONTRACT. The minimum limits of coverage shall be in the following amounts:

For engineering contracts over \$50,000, insurance in an amount not less than five hundred thousand dollars (\$500,000).

All policies, except Worker's Compensation and Professional Liability, shall name the CLIENT as additional insured. All policies shall contain a waiver of subrogation in favor of the CLIENT and shall require the giving of written notice to CLIENT at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt of United States Certified Mail. ENGINEER shall furnish CLIENT with copies of said policies or certificates evidencing such coverage.

#### j. Property

All documents, including drawings, field notes, surveys, tracings, calculations, computer input and output, digital or computer files, etc., prepared by the ENGINEER pursuant to this contract shall become the property of CLIENT. The ENGINEER may retain copies of all documents. Any reuse of the documents shall conform to The Texas Engineering Practice Act.

#### k. Governing Law

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Rockwall, Texas.

#### **DOCUMENT EXECUTION**

IN WITNESS WHEREOF, the parties have executed this CONTRACT the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

City of Rockwall 385 Goliad Street Rockwall, Texas 75087

Ву:\_\_\_\_\_

Date:

PIPELINE ANALYSIS, LLC 1115 Main Street Garland, Texas 75040 P (800)637-0164 F (972)479-0659

By:\_

James H. Forbes, Jr., P.E. (President)

Date: October 16, 2015

#### SCOPE OF WORK

#### City of Rockwall CMOM PLAN

#### BACKGROUND

The approach to the Capacity, Management, Operation and Maintenance (CMOM) Plan is organized around the City's objectives for this project:

- Reduction in Sanitary Sewer Overflows
- Cost controls and Least Cost Alternatives
- Attainment of long-term Infiltration/Inflow solutions
- Collection System Capacity Assurance
- Regulatory compliance
- Sustainability of Program Elements
- Customer satisfaction

#### GENERAL INFORMATION

The CMOM Plan is a guidance document that provides a central location for current City practices, standard operating procedures, responsibilities and methods that will be used to update operating procedures and monitor the effectiveness of wastewater collection system programs.

#### OBJECTIVES

This project will address the following objectives:

- Prepare a CMOM Plan that follows the 2005 EPA CMOM Guidance Document and addresses the key elements that relate to the City wastewater collection system
- CMOM Plan will provide for sustainability and monitoring of various program elements
- CMOM Plan will be used to monitor the effectiveness of various CMOM elements on an annual basis and revise the CMOM when applicable

## BASIC SERVICES

#### **Objectives and Background**

Under this solicitation, Pipeline Analysis, LLC (Engineer) will perform engineering services for the City of Rockwall. Specific assignments to be performed by the Engineer under this solicitation include assistance to develop a Capacity, Management, Operation, and Maintenance (CMOM) Plan. These services will consist of engineering analysis to address requirements of wastewater collection system inspection, evaluation, planning, information management, training, and reporting needed for asset management and regulatory compliance related to sanitary sewer overflows (SSOs),

CMOM, and development of best management practices (BMP's) for collection system operation and maintenance (O&M). For purposes of this solicitation the wastewater collection system is considered to include gravity sewers, pump stations, force mains, and supporting services and facilities.

The CMOM Plan is intended to provide a structured plan for collection system management in order to optimize system performance, provide sustainability and develop specific plans for capital improvement and maintenance activities needed to operate, manage, and maintain collection systems to minimize SSO's.

CMOM guidelines being forwarded by EPA require that wastewater utilities: 1) properly manage, operate and maintain all parts of the collection system; 2) provide adequate capacity to convey base and peak flows; 3) take all feasible steps to stop and mitigate the impact of SSOs; 4) provide notification to affected parties in the event of an overflow; and 5) document the CMOM program.

#### **CMOM Project Description**

Development of the CMOM Plan will utilize information compiled by the City to the fullest extent possible. The program will include two parts. The first is completion of a CMOM Self-audit of current management, operating, and maintenance programs of the wastewater collection system using the information provided by the City. The CMOM audit is not an infrastructure or engineering assessment but rather an evaluation of programs the City carries out regularly to meet the needs of the public. The second is development of a work plan to address program deficiencies discovered by the audit review. The Engineer will be expected to perform the audit, facilitate the development of a written plan to address deficiencies, and report on the findings.

Initially, the Engineer will guide and assist the City through the audit process by identifying the steps needed to successfully complete the audit, identifying and assisting with data collection, helping establish performance measures for each of its operating functions, verifying data, and preparing an audit report and summary of results and recommendations. If deficiencies are discovered in the audit, as a second task the Engineer will facilitate the development of a plan to address these deficiencies. The Engineer will arrange and conduct meetings of City staff to formulate the plan. This plan is likely to include several aspects of information technology relating to documenting, reporting and sustaining the multiple CMOM operating programs to the satisfaction of regulatory agencies.

The City currently has a number of successful support programs that may need to be integrated into the overall framework of the CMOM Plan. The following program activities have been identified as having functions needed on an on-going basis as part of the program:

- Geographic Information System (GIS) Provides an inventory of installed piping, pipe size, and material.
- Computerized Management and Maintenance System (CMMS) used for generation of CMOM reports and tracking documents, spare part

inventories, maintenance schedules, and training records to the extent possible.

- Hydraulic Modeling Verification of hydraulic capacity of the system.
- Planning efforts
- O&M Manuals Review existing O&M Manuals to facilitate repairs and maintenance of equipment.
- Record Drawings and Specifications
- Computer Aided Drafting and Design (CADD) files of plans.
- Condition Assessment status including Closed-Circuit Television (CCTV) Inspections
- Supervisory Control and Data Acquisition (SCADA) SCADA information may be used to identify pump station capacity and maintenance problems and direct preventative maintenance operations.
- Cleaning program
- SSO Reporting
- Budgeting and Accounting –Review system used for tracking of capital and O&M expenditures and costs.
- Property Accounting Verification of total value of assets and remaining service life.
- Sanitary Sewer Evaluation Survey (SSES)
- Customer Information System (CIS)

#### **Project Elements**

The project is anticipated to include the following specific tasks or elements that will be undertaken:

#### 1.1. Prepare CMOM Self-Audit

The Engineer shall assist the City in facilitating and completing a CMOM Self-Audit using the USEPA's Region IV CMOM Self-Audit/Self-Disclosure program and components of the USEPA SSO draft rule, including CMOM and Asset Management (AM) business practices. Development of the City's CMOM will involve participation of various departments within the City. Key individuals within the City will be identified to participate in the CMOM development.

CMOM Framework Development - The Engineer shall describe interactions with the City required to develop the CMOM framework incorporating asset management business practices where appropriate. Documentation of O&M Practices - Inspect, inventory, evaluate, and document the City's existing management, operations, and maintenance programs. Develop programs to assess the effectiveness of the City's management, operation, and maintenance of the wastewater collection system by benchmarking best work practices in the collection system and establishing performance criteria. Best work practices benchmarking will identify operational improvements in order to increase efficiency and savings, protect public health and safety, provide rapid response to the most urgent needs.

#### 1.2. Gap Closure Plan

The consultant shall prioritize activities needed to address any deficiencies revealed in the Self-Audit and develop a Gap Closure Plan(s) in coordination with City staff and project goals. These activities may include:

- Gap Analysis Report Determine Gaps in City programs for CMOM when compared with USEPA CMOM guidance documents. A detailed description of the gaps for each program element shall be developed and presented in the CMOM Report.
- Gap Closure Strategies Develop strategies for addressing gaps. The report will include recommended Gap Closure Projects including resources, estimates and schedule for implementing each.
- Implementation Plan for Gap Closure Develop an implementation plan(s) for gap closure projects including resources, budget, and schedule for implementation, if required.
- Condition Assessment Evaluation A review and recommendation for the condition assessment program for sewer system evaluation, inspection, and rehabilitation will be evaluated. The assessments will include tracking of SSO's, infiltration and inflow (I/I) assessments, CCTV assessments, smoke testing, dye testing, capacity assessments, structural assessments, and other programs needed to assess the condition and identify defects within the existing collection system.
- Hydraulic Review To establish capacity assurance a review of the hydraulic modeling effort will be summarized to fulfil this CMOM requirement.
- O&M Program Review including hot spot cleaning efforts and methods.
- Critical Parts Inventory Review program to identify critical parts needed for system operation and maintenance of an adequate spare parts inventory.
- Training Review- Collection System Staff training program review. Review programs to train City staff on proper system inspection, O&M procedures, use of supporting software, record keeping, and compliance reporting.
- BMP and SSO Abatement Programs Develop Best Management Practices (BMP) and SSO Abatement reviews. Includes documenting of current pump station flow balancing practices and other historical BMPs such as cleaning, de-rooting, televising, code enforcement, and trenchless rehabilitation, and development of recommended rerouting and control alternatives.
- Overflow Response Plan Review the City's current Overflow Response /Lift Station power failure Response Plan and recommend

improved procedures if applicable. Prepare written plan to be incorporated into CMOM.

- Fat, Oil and Grease (FOG) Plan Review existing FOG program and prepare written plan to be incorporated into CMOM.
- Ordinance Review Review sewer use ordinances, grease ordinance, pre-treatment program or other legal documents needed to address pretreatment standards and to address proper installation, testing, and inspection of new and rehabilitated sewer systems.
- Compliance and Reporting Review including performance indicators to track CMOM effectiveness

#### 1.3. Draft/Final CMOM Plan Report

Engineer will prepare one (1) hard copy and one (1) reproducible electronic copy of the Draft CMOM Plan. Review comments will be incorporated into the Final Report and five (5) copies submitted to the City along with five (5) reproducible electronic copies on DVD attached to each report. The final report will address the following major areas:

- TCEQ/EPA Reporting
- Engineering Design
- Satellite Communities
- Sewer Use Ordinances
- Organizational Structure
- Internal Communications
- Budgeting
- Training
- Safety
- Customer Service
- Equipment and Collection System Maintenance
- Equipment Parts Inventory
- Management Information System
- System Mapping
- Internal CCTV Inspection
- Sewer Cleaning
- Manhole Inspection and Assessment
- Pump Stations
- Capacity Assessment
- Tracking SSOs
- Overflow Emergency Response Plan and Lift Station Power Outage Response Plan
- FOG Plan
- Hydrogen Sulfide Monitoring & Control

## SCHEDULE

The Engineer's services shall be performed in a timely manner consistent with sound professional practices.

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the CITY and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the design critical path caused by review times by the CITY or a permitting agency exceeding those anticipated by the Engineer's schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The Engineer shall begin work within 10 days of receipt of the executed CONTRACT and written Notice to Proceed. The Engineer will complete the work according to the following schedule:

## CMOM Plan Schedule

The entire project will be completed within 120 days of the notice to proceed. The City will provide a location for the CMOM consultant to meet and will provide access to various staff for interviews and follow-up discussions. Engineer will schedule interviews with staff, as needed, to minimize the impact on daily operations.

ACTIVITY	Start/End Day
Anticipated Notice To Proceed	1
Task 1 - Preliminary Phase	1/14
Task 2 - CMOM Interviews/Analysis	15/45
Task 3 – CMOM Plan Pre-submittal Report	46/90
Task 4 - CMOM Plan Final Submittal Report	90-120

## COMPENSATION SUMMARY

The City shall compensate the Engineer for services performed for the City under this Contract. The total cost to perform the work outlined in this scope of services will be a lump sum not to exceed \$29,235. Monthly billings will be prepared based on the percentage of project completion.

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## MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: December 4, 2015

SUBJECT: Stonebridge Drive Sanitary Sewer Lift Station Rehabilitation Project

On September 8<sup>th</sup>, 2015 City Council approved Professional Engineering Services Contract with Teague, Nall and Perkins, Inc. (TNP) for the Stonebridge Drive Sanitary Sewer Lift Station Rehabilitation Project for the contract amount of \$67,800. TNP estimated that the project would cost \$502,000 for construction, not including long term operation and maintenance expenses of the lift station.

Upon kickoff of engineering services, City Staff (Jeremy White) reviewed the project scope and existing sanitary sewer system record drawings configuration and determined that recent improvements to NTMWD Lakeside Interceptor completed in 2011 lowered the Interceptor receiving effluent from the Stonebridge Lift Station sanitary sewer force main. This lowering of the Interceptor opened the possibility of providing a gravity flow sanitary sewer feed from Stonebridge Lift Station into the NTMWD Lakeside Interceptor. City Staff requested TNP perform a field survey of the existing sanitary sewer system, Stonebridge Lift Station and the NTMWD Lakeside Interceptor to obtain flow lines to determine the feasibility of by-passing the Stonebridge Lift Station. The field survey confirmed the gravity flow by-pass of the Stonebridge Lift Station. By decommissioning the lift station the City will save cost on operation and maintenance over its service life. Public annoyances such as noise from the emergency generator during power outages, and odor problems will be decreased by eliminating the lift station.

TNP has prepared an Agreement for Engineering Design Services to install 1,325 linear feet of twelve inch diameter sanitary sewer pipe along with 425 linear feet of eight inch sanitary sewer pipe along with decommissioning the existing lift station site. The Agreement for Engineering Services is attached and is a contract amount of \$74,300. TNP is estimating that the construction cost will be \$330,600 for decommissioning the lift station and constructing the new gravity sanitary sewer main.

Staff will terminate the current contract with Teague, Nall and Perkins, Inc. due to change of scope of services. The only funding expended to date is the cost of the field surveying work necessary to determine if the Stonebridge Lift Station could be removed from the collection system operations.

Staff requests City Council consideration to approve a Professional Engineering Services Contract with Teague, Nall and Perkins, Inc. to eliminate the Stonebridge Lift Station and construct new sanitary sewer gravity pipe to serve the current area in the amount of \$74,300 and take any action necessary. Funding will be provided by the 2016 Water and Sewer Bond sales.

If you have any questions, please advise.

JMW:jmw

Attachments

Cc:

Mary Smith, Assistant City Manager Amy Williams, P.E., Assistant City Engineer Rick Sherer. Water and Wastewater Manager Jeremy White, P.E., CFM, Civil Engineer File



## AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF ROCKWALL, TEXAS AND TEAGUE NALL AND PERKINS, INC.

## I. INTRODUCTION

This Agreement is executed by and between The City of Rockwall, Texas, a municipal corporation located in Rockwall County, Texas, (hereinafter called "OWNER"), and Teague Nall and Perkins, Inc., a Texas corporation, (hereinafter called "ENGINEER").

**WITNESSETH**, that OWNER desires professional engineering and surveying services in connection with sanitary sewer capital improvement projects.

**NOW, THEREFORE,** OWNER and ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

## II. PROJECT

In this Agreement, the "PROJECT" means the surveying, analysis and engineering design for the <u>Stonebridge Lift Station Elimination</u> in accordance with the applicable OWNER codes, regulations and standards. The PROJECT includes eliminating an aging existing wet well/dry pit lift station by installing a new gravity sanitary sewer main from the existing North Texas Municipal Water District (NTMWD) to an existing sanitary sewer manhole located at the southwest corner of the intersection of South Lakeshore Drive and Shoretrail Drive. The project also includes installing a new gravity sanitary sewer main from Stonebridge Drive to near South Lakeshore Drive along Shoreview Drive. New sanitary sewer services and cleanouts will be installed for properties served by the new gravity mains. The existing lift station will be decommissioned. The lift station dry pit and wet well will be abandoned in place/filled in with flowable fill/partially-demolished. Salvageable materials (as determined by the City) will be returned to the City, and the remaining above-ground facilities will be removed.

## III. BASIC AGREEMENT

OWNER agrees to employ ENGINEER and ENGINEER agrees to perform professional engineering services in connection with the PROJECT, as stated in the sections to follow. All engineering services shall be performed with diligence and in accordance with professional standards customarily obtained for such services in the State of Texas. For rendering such services OWNER agrees to pay ENGINEER as set forth in Section VII and Exhibit F: "Compensation".



## IV. SCOPE OF ENGINEER'S SERVICES

ENGINEER shall render the professional services necessary for development of the PROJECT, in accordance with the schedule in Exhibit A: "Project Schedule" and as detailed in Exhibit B: "Basic Engineering Services", said exhibits being attached hereto and incorporated herein for all purposes. ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the Dallas/Fort Worth Metroplex area, for professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

## V. SPECIAL ENGINEERING SERVICES

The OWNER will pay the ENGINEER for Special Engineering Services as indicated in Exhibit C: "Special Engineering Services", attached hereto and made a part of this Agreement.

## VI. SCOPE OF OWNER SERVICES

The OWNER will furnish items and perform those services as identified in Exhibit E: "Services to be provided by the OWNER", attached hereto and made a part of this Agreement.

## VII. COMPENSATION

- A. In consideration of the services described herein, OWNER shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments including without limitation salary and reimbursable expenses, to ENGINEER by OWNER for the Basic Engineering and Special Engineering Services stated in Section IV and Section V above shall not exceed Seventy-Four Thousand, Three Hundred and No/100 Dollars (\$74,300.00).
- C. OWNER may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for additional services shall be given to ENGINEER by OWNER in writing.
- D. OWNER and ENGINEER understand that the variables in ENGINEER's cost of performance may fluctuate. The parties agree that any fluctuation in ENGINEER's costs will in no way alter ENGINEER's obligations under this Agreement nor excuse performance or delay on ENGINEER's part.



## VIII. OWNERSHIP OF DOCUMENTS

All completed or partially completed evaluations, reports, surveys, designs, drawings and specifications prepared or developed by ENGINEER under this Agreement, including any original drawings, computer disks, mylars or blue lines, shall become the property of OWNER when the Agreement is concluded or terminated, and may be used by OWNER in any manner it desires; provided, however, that ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described in this Agreement.

#### IX. INDEMNITY

ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY LIABILITY ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY OWNER, CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ENGINEER OR ITS OFFICERS, AGENTS, SERVANTS, CONTRACTORS, OR EMPLOYEES IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Approval by OWNER of contract documents shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its officers, agents, employees and subconsultants, for the accuracy and competency of the services performed under this Agreement, including but not limited to evaluations, reports, surveys, designs, working drawings and specifications, and other engineering documents.

Approval by OWNER shall not be deemed to be an assumption of such responsibility and liability by OWNER for any error, omission, defect, deficiency or negligence in the performance of ENGINEER's professional services or in the preparation of the evaluations, reports, surveys, designs, working drawings and specifications or other engineering documents by ENGINEER, its officers, agents, employees and subconsultants, it being the intent of the parties that approval by OWNER signifies OWNER=s approval of only the general design concept of the improvements to be constructed.

In this connection, ENGINEER and its subconsultants shall indemnify and hold OWNER and all of its officers, agents, servants, and employees harmless from any loss, damage, liability or expenses, on account of damage to property and injuries, including death, to any and all persons, including but not limited to officers, agents or employees of ENGINEER or its subconsultants, and all other persons performing any part of the work and improvements, which may arise out of any negligent act, error, or omission in the performance of ENGINEER's professional services or in the preparation of evaluations, reports, surveys, designs, working drawings, specifications and other engineering documents incorporated into any improvements constructed in accordance therewith. This indemnification provision shall not be construed as requiring ENGINEER to indemnify or



hold OWNER or any of its officers, agents, servants or employees harmless from any loss, damages, liability or expense, on account of damage to property or injuries to persons caused by defects or deficiencies in design criteria and information furnished to ENGINEER by OWNER, or any deviation in construction from ENGINEER's designs, working drawings, specifications or other engineering documents.

#### X. INSURANCE

For the duration of this Agreement, ENGINEER shall maintain the following minimum public liability and property damage insurance which shall protect the ENGINEER, its subcontractors, its subconsultants and OWNER from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement. ENGINEER shall provide a Certificate of Insurance verifying that the following minimum limits of coverage are provided:

A.	Worker's Compensation Insurance: Statutory requirements	(\$ 300,000 minimum)	
В.	Comprehensive General Liability and Bodily Injury:		
	Bodily Injury	\$ 500,000 per person, or	
		\$ 1,000,000 per occurrence; and	
	Property Damage	\$ 100,000 each occurrence; or	
	Combined Single Limit	\$ 1,000,000 aggregate	
C.	Comprehensive Automobile Liability: Bodily Injury	\$ 500,000 per person, or \$ 1,000,000 per occurrence; and	
	Property Damage Combined Single Limit	<pre>\$ 100,000 each occurrence; or \$ 1,000,000 aggregate</pre>	
D.	Professional Liability: Errors and Omissions	\$ 1,000,000	

The Certificate of Insurance shall contain a provision that such insurance cannot be canceled or modified without thirty (30) days prior written notice to OWNER.

#### XI. ARBITRATION

No arbitration arising out of or relating to this Agreement shall occur without both parties' written approval.

## XII. TERMINATION AND SUSPENSION



- A. OWNER may terminate this Agreement at any time for convenience or for any cause by a notice in writing to ENGINEER. Either OWNER or ENGINEER may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement. Upon receipt of such notice, ENGINEER shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Agreement.
- B. If OWNER terminates this Agreement under the foregoing Paragraph A, OWNER shall pay ENGINEER a reasonable amount for services performed prior to such termination, which payment shall be based upon the payroll cost of employees engaged on the work by ENGINEER up to the date of termination of this Agreement and for subcontract and reproduction in accordance with the method of compensation stated in Section VII hereof. In the event of termination, the amount paid shall not exceed the amount appropriate for the percentage of work completed.

## XIII. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of OWNER.

#### XIV. AUTHORIZATION, PROGRESS, AND COMPLETION

OWNER and ENGINEER agree that the PROJECT is planned to be completed in accordance with the Exhibit A: "Project Schedule" which is attached hereto and made a part hereof. ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, ENGINEER shall not be responsible for schedule delays resulting from conditions beyond ENGINEER's control. With mutual agreement, OWNER and ENGINEER may modify the Project Schedule during the course of the PROJECT and if such modifications affect ENGINEER's compensation, it shall be modified accordingly, subject to OWNER approval.

For Additional Engineering Services, the authorization by OWNER shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation as agreed upon by OWNER and ENGINEER.



It is understood that this Agreement contemplates the full and complete Engineering services for this PROJECT including any and all services necessary to complete the work as outlined in Exhibit B: "Basic Engineering Services". Nothing contained herein shall be construed as authorizing additional fees for services to provide complete services necessary for the successful completion of this PROJECT.

#### XV. SUBCONTRACTS

ENGINEER shall be entitled, only if approved by OWNER, to subcontract a portion of the services to be performed by ENGINEER under this Agreement.

#### XVI. RIGHT TO AUDIT

ENGINEER agrees that OWNER shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of ENGINEER involving transactions relating to this Agreement. ENGINEER agrees that OWNER shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. OWNER shall give ENGINEER reasonable advance notice of intended audits.

ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that OWNER shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that OWNER shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this article. OWNER shall give subconsultant reasonable advance notice of intended audits.

#### XVII. EXHIBITS

Both parties agree to the following exhibits and as such, the following exhibits are made a part of this Agreement:

Exhibit "A"	Project Schedule
Exhibit "B"	Basic Engineering Services
Exhibit "C"	Special Engineering Services
Exhibit "D"	Additional Engineering Services
Exhibit "E"	Compensation

#### **XVIII. MISCELLANEOUS**



- A. <u>Authorization to Proceed.</u> Signing this Agreement shall be construed as authorization by OWNER for ENGINEER to proceed with the PROJECT.
- B. <u>Legal Expenses.</u> In the event legal action is brought by OWNER or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions of this Agreement, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.
- C. <u>Notices.</u> Any notice or correspondence required under this Agreement shall be sent by certified mail, return receipt requested, or by personal delivery and shall be effective upon receipt, if addressed to the party receiving the notice or correspondence at the following address:

If to ENGINEER:	Teague Nall and Perkins, Inc. Attn: Michael G. DeMotte, P.E. 17304 Preston Road, Suite 1340 Dallas, Texas 75252
If to OWNER:	City of Rockwall Attn: Tim Tumulty, P.E. 385 South Goliad Street Rockwall, Texas 75087

- D. Independent Contractor. ENGINEER shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the OWNER and ENGINEER shall have the exclusive right to control services performed hereunder by ENGINEER, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees, and subconsultants. Nothing herewith shall be construed as creating a partnership or joint venture between OWNER and ENGINEER, its officers, agents, employees and subconsultants; and the doctrine of respondent superior has no application as between OWNER and ENGINEER.
- E. <u>Venue.</u> This Agreement shall be governed by the laws of the State of Texas, and venue in any proceeding relating to this Agreement shall be in Rockwall County, Texas.
- F. <u>Entire Agreement.</u> This Agreement represents the entire and integrated agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ENGINEER.



- G. <u>Severability.</u> If any provision in this Agreement shall be held illegal by a valid final judgment of a court of competent jurisdiction, the remaining provisions shall remain valid and enforceable.
- H. <u>Assignment.</u> OWNER and ENGINEER each bind themselves, their heirs, successors and assigns, to the other party to this Agreement and to the successors and assigns of each other party in respect to all covenants of this Agreement. This Agreement is not to be assigned, sublet or transferred, in whole or in part, by either OWNER or ENGINEER without the prior written consent of the other party.

This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this

Bv:

the \_\_\_\_day of \_\_\_\_\_

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

Date:

CITY OF ROCKWALL, TEXAS (OWNER)

(ENGINEER)

TEAGUE NALL AND PERKINS, INC.

Michael G. DeMotte, P.E., Team Leader

Date:\_\_\_\_11/20/15



## EXHIBIT A

## PROJECT SCHEDULE FOR

## Stonebridge Lift Station Elimination

The following is a breakdown of the project into separate phases with the contract time for engineering services through final design for each phase. Signing this Agreement shall be construed as authorization by OWNER for ENGINEER to proceed with the PROJECT.

		Engineering
Phase 1	Design Phase Services	120 Calendar Days
Phase 2	Bidding Phase Services	20 Calendar Days
Phase 3	Construction Phase Services	240 Calendar Days*

\* Anticipated construction schedule is beyond the control of the ENGINEER, and is provided for informational purposes only.



## EXHIBIT B

## BASIC ENGINEERING SERVICES FOR

## Stonebridge Lift Station Elimination

The scope of work for BASIC Engineering Services involves Design, Bidding, and Construction Phase services.

#### I. <u>GENERAL</u>

- A. Project Management
  - 1. The ENGINEER will meet with the OWNER on an as needed basis during the development of the preliminary and final design phases of the PROJECT.
  - 2. The ENGINEER will establish and maintain PROJECT schedules and budgets, develop monthly progress reports, prepare invoices, and meet with other entities on an as needed basis for the duration of the PROJECT's design.
- B. Data Collection
  - 1. The ENGINEER will collect, compile and evaluate existing data collected from the OWNER, or other entities that provide information for the design of the PROJECT.
  - 2. A location map/schematic will be provided to the affected utility companies. These schematics will be used by the utility companies to show approximate locations of their facilities which are or may be affected by the PROJECT.
  - 3. The ENGINEER will attempt to obtain Record Drawings and future plans for the following facilities in the PROJECT area including:
    - Roadways/Alleys
    - Water lines
    - Sanitary Sewer Lines
    - Storm Drain Lines
  - 4. The ENGINEER will contact Dig-Tess and/or franchise utility companies (directly) to attempt to have franchise utilities in the PROJECT area horizontally-located including:
    - Underground and/or Overhead Telephone Lines and Cables
    - Electric Underground and/or Overhead Lines

Page 10 of 21



- Gas Lines
- Other Utilities Known to Serve the PROJECT Area

Location information obtained above will be tied by the surveyor. The locations of utilities tied from field surveys will be shown on PROJECT plans.

#### II. <u>DESIGN PHASE:</u>

- 1. The ENGINEER will develop base maps to show existing topographic features in the PROJECT area. Base maps will include the approximate location of existing utilities as provided by utility companies.
- 2. The ENGINEER will develop a proposed alignment for the gravity sanitary sewer mains and submit to OWNER for approval.
- 3. The ENGINEER will develop preliminary plans of the proposed improvements. Plan sheets will be at a 1" = 20' or larger scale and contain topographic information, existing right of way lines, locations of driveways, roadways/alleys, pavement edges, limits of drainage structures, and other existing features affecting construction, if any. The plan set is anticipated to include the following (exact sheets may vary somewhat based upon design):
  - a. Cover
  - b. General Notes
  - c. Project Layout & Control Plan
  - d. SWPPP/Erosion Control Plan
  - e. SWPPP Narrative Sheet
  - f. Sanitary Sewer Plan and Profile Sheets
  - g. Construction Details Sheets
  - h. Lift Station Demolition Plan
- 4. The ENGINEER will prepare technical specifications for the PROJECT, to include:
  - a. Pipe, Manholes
  - b. General (Submittals, Mobilization, etc. not covered under City standards)
- 5. The ENGINEER will prepare/organize front-end documents (base files to be provided by OWNER). These documents will be included in the Project Manual, and will include:
  - a. Cover
  - b. Table of Contents
  - c. Notice to Bidders
  - d. Instruction to Bidders
  - e. Bid Form
  - f. Standard Form of Agreement



- g. Bonds
- h. General Conditions
- i. Supplementary Conditions
- j. Prevailing Wage Rates
- 6. The ENGINEER will meet with the OWNER at regular intervals during the preparation of preliminary plans to present work-to-date and receive input.
- 7. The ENGINEER will develop preliminary contract documents and specifications.
- 8. The ENGINEER will develop Preliminary Probable Opinion of Costs for the project.
- 9. The ENGINEER will submit two (2) sets of preliminary design plans and cost opinions for OWNER review.
- 10. The ENGINEER will meet with the OWNER to review comments.
- 11. The ENGINEER will prepare and submit easement documents for temporary construction easements as an Additional Service, if necessary, after the OWNER's preliminary plan review comments are received.
- 12. The ENGINEER will transmit preliminary plans to utility companies to identify potential conflicts, as necessary.
- 13. The ENGINEER will incorporate OWNER review comments and directives from the preliminary design plans, in the preparation of final construction plans.
- 14. The ENGINEER will revise contract documents and specifications per review comments received.
- 15. The ENGINEER will revise the preliminary quantities and opinion of probable costs per changes in the final design and review comments.
- 16. The ENGINEER will submit final construction plans to applicable agencies, utility companies and the OWNER for final review. A letter of notice will be prepared and submitted to the Texas Commission on Environmental Quality (TCEQ) notifying the agency of the PROJECT and requesting notification if plans and specifications are required to be submitted. If required by TCEQ, the ENGINEER will submit the required documents to TCEQ for review.
- 17. The ENGINEER will address final OWNER review comments and prepare project for bidding.



## IV. BIDDING PHASE:

- The ENGINEER will assist the OWNER in the advertisement of the PROJECT for bid. The OWNER shall bear the cost of advertisement. The ENGINEER shall provide all necessary printing of construction plans, specifications and contract documents for use in obtaining bids, awarding contracts, and constructing the PROJECT. The ENGINEER shall be responsible for dispersing all plans and specifications from its office to prospective bidders.
- 2. The ENGINEER will assist the OWNER in conducting a Pre-Bid Conference.
- 3. The ENGINEER will prepare and distribute Addenda to Bid Documents as necessary.
- 4. The ENGINEER will assist the OWNER in the opening and tabulation of the construction bids for the PROJECT and recommend to the OWNER as to the proper action on all proposals received.
- 5. The ENGINEER will check references for the lowest and second lowest bidders and prepare a Letter of Recommendation of Award.
- 6. The ENGINEER will assist in the preparation of formal Contract Documents and in coordinating their execution by the respective parties.

## V. <u>CONSTRUCTION PHASE:</u>

- 1. The ENGINEER will represent the OWNER in the non-resident administration of the PROJECT. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the OWNER may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the ENGINEER's attention. (This function of ENGINEER shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions or when specifically requested by OWNER to visit on site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspection to check the quality or quantity of the work or material; nor does it place any responsibility on the ENGINEER for the techniques and sequences of construction or the safety precaution incident thereto, and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.)
- 2. The ENGINEER will consult and advise the OWNER; issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary; and prepare routine change orders as required.



- 3. The ENGINEER will review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
- 4. The ENGINEER will prepare or review monthly and final estimates for payments to Contractor, and furnish to the OWNER any necessary certifications provided by the Contractor, as to payments to subcontractors and suppliers.
- 5. The ENGINEER will conduct, in company with the Contractor, a final inspection of the PROJECT for conformance with the design concept of the PROJECT and compliance with the Contract Documents; and approve in writing final payment to the Contractors.
- 6. The ENGINEER will revise contract drawings, with the assistance of the OWNER's Resident PROJECT Representative to reflect available information as to how the work was constructed. The OWNER's Resident PROJECT Representative will provide the ENGINEER a red-lined set of drawings depicting changes during construction. The ENGINEER shall revise original design drawings, noting changes during construction, and submit a set of Record Drawings to the OWNER.



## EXHIBIT C

## SPECIAL ENGINEERING SERVICES FOR

## Stonebridge Lift Station Elimination

The scope of work for the Special Engineering Services is more generally described as follows:

#### I. SURVEYING

- A. Design Surveys
  - Establish survey control for the PROJECT. These control points will be established from and tied to the Texas State Plane Coordinate System (NAD '83/93 Texas North Central Zone). Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.
  - 2. Benchmark Loop. A benchmark circuit will be established, based on NAV 88 vertical control. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys.
  - 4. Existing Underground and/or Overhead Utilities. Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within 20 feet of proposed center lines will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.
  - 5. Boundary Survey. Establish horizontal control points as needed throughout the project. The basis of bearings will be Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(CORS96) Epoch 2002.00) as derived locally from Western Data Systems Continuously Operating



Reference Stations (CORS) via Real Time Kinematic (RTK) methods. Title research and deeds & plats obtained of the subject property and the adjoining property owners. A deed sketch will be prepared. An investigation of boundary markers/corners will be made along the route. A boundary analysis of the property will be made by a Registered Professional Land Surveyor and shown with the topographic survey for engineering purposes.

- B. Direct Costs
  - 1. Printing, reproduction, plots, copies and other costs directly attributable to the project shall be reimbursed per Exhibit F: Compensation.


# EXHIBIT D

### ADDITIONAL ENGINEERING SERVICES

### FOR

### Stonebridge Lift Station Elimination

- 1. Additional Services, not included in the scope of work, include those that may result from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- 2. Additional Services not included in the scope of work, also include assistance to the OWNER in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or service, or preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal proceeding involving the PROJECT.
- 3. Additional Services not included in the scope of work also include route and or site changes occurring after commencement of the preliminary design phase.
- 4. Additional services not included in the scope of work also include right-of-way and property surveys, easement document preparation and construction staking.
- 5. Additional services in connection with the PROJECT, including services which are to be furnished by the OWNER and services not otherwise provided for in this Agreement will be at the following rates:

Staff Member and Resident Project Representative - Salary Cost Times Multiplier of 2.50.

Salary Cost is defined as the cost of payroll of ENGINEER's, draftsmen, stenographers, survey men, clerks, laborers, etc., for the time directly chargeable to the PROJECT, plus social security contributions, unemployment compensation insurance, retirement benefits, medical and insurance benefits, longevity payments, sick leave, vacation and holiday pay applicable thereto.



### EXHIBIT E

### SERVICES TO BE PROVIDED BY THE OWNER

The OWNER will provide the following to the ENGINEER in the performance of the PROJECT upon request:

- 1. Provide any existing data the OWNER has on file concerning the PROJECT, if available.
- 2. Provide any available record drawings and maps of existing infrastructure.
- 6. Assist the ENGINEER, as necessary, in obtaining any required data and information regarding location of OWNER's infrastructure.
- 7. Assist the ENGINEER, as necessary, in obtaining any required data and information from utility companies.
- 4. Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-Of-Way, when required.
- 5. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.



# EXHIBIT F

## COMPENSATION

### I. COMPENSATION

The applicable fees for Basic and Special Engineering Services shall remain in effect through the year 2016. Thereafter, the fees for services not completed will be subject to a 5% increase for each year after 2016.

For and in consideration of the services to be rendered by the ENGINEER, the OWNER shall pay, and the ENGINEER shall receive the compensation hereinafter set forth for Basic Engineering Services and additionally for Special Engineering Services that are in addition to the Basic Engineering Services. All remittances by OWNER of such compensation shall either be mailed or delivered to the ENGINEER's home office as identified in the work authorization.

"Salary Cost" used herein is defined as the cost of salaries of ENGINEER 's, draftsmen, stenographers, survey men, clerks, laborers, etc. for time directly chargeable to the PROJECT plus social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, bonuses, vacation, and holiday pay applicable thereto.

A. Compensation for the Basic Engineering Services (Design, Bidding, and Construction phases) shall be a lump sum fee of <u>\$ 58,300.00</u>, inclusive of Direct Expenses.

Payment for the Design phase portion of the Basic Services shall be due in monthly installments in the proportion to that part of the services in the Design phase which have been accomplished. Final payment for services authorized in the Design phase shall be due at the completion of these services.

Payment for the Bidding phase portion of the Basic Services shall be due in monthly installments in the proportion to that part of the services in the Design phase which have been accomplished. Final payment for services authorized in the Design phase shall be due at the completion of these services.

Payment for the Construction phase of the Basic Service shall be due in monthly installments in proportion to the construction work completed on the basis of the Contractor's monthly payment estimates. Upon completion of all



work authorized in the Construction phase, the ENGINEER will be paid the remainder of the charge for this phase.

The following is a breakdown of the project into separate phases with the applicable engineering design fee for each phase.

**Basic Engineering Services** 

Phase 1	Design Phase Services	\$ 41,900.00
Phase 2	Bidding Phase Services	\$ 6,800.00
Phase 3	Construction Phase Services	<u>\$ 9,600.00</u>
		Total: \$ 58,300.00

B. Compensation for Special Engineering Services not covered by the Basic Services provided herein above shall be as follows:

Design Surveys

Lump Sum Fee of \$ <u>16,000.00</u>

C. Compensation for Additional Services not covered by Basic or Special Services provided herein shall be as follows:

For all of ENGINEER's personnel time applied to the Additional Services, Salary Cost times a multiplier of 2.50.

For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses at invoice or internal office cost times a multiplier of 1.10.

Payments to the ENGINEER for authorized Additional Services will be due monthly, upon presentation of monthly statement by the ENGINEER for such services.

#### II. AUDIT AND SCOPE CHANGE

Cost budgets are set forth above and are subject to the audit provisions of this Agreement, Section XVI. It is also understood that the cost budgets are based upon ENGINEER's best estimate of work and level of effort required for the proposed scope of services. As the PROJECT progresses, it is possible that the level of effort and/or scope may differ up or down from that assumed. If there are no scope changes, the ENGINEER shall receive the full amount of lump sum and unit price fees, regardless of the cost. If at any time it appears that the cost budget may be exceeded, the ENGINEER shall notify the OWNER as soon a possible in writing.



If there is a scope change, the ENGINEER shall notify the OWNER as soon as possible in writing and shall include a revised scope of services, estimated cost, revised fee schedule, and a revised time of completion. Upon negotiation and agreement via a signed amendment by both parties, the cost budget, fee schedule, and total budget will be adjusted accordingly.

OWNER shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the cost budget. The ENGINEER shall not be obligated to perform on any change in scope of work or otherwise incur costs unless and until the OWNER has notified the ENGINEER in writing that the total budget for Engineering services has been increased and shall have specified in such notice a revised total budget which shall thereupon constitute a total budget for engineering services for performance under this Agreement.

A detailed scope of work, total budget, and schedule will be prepared by the ENGINEER and executed by the OWNER if the ENGINEER is authorized to perform any Additional Service(s).

#### III. PAYMENT

Payments to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement. Invoices are due and payable on receipt. Invoices will be prepared in a format approved by the OWNER prior to submission of the first monthly invoice. Once approved, the OWNER agrees not to require changes in the invoice format, but reserves the right to audit. Monthly payment of the fee will be in proportion to the percent completion of the total work (as indicated in Exhibit B: "Basic Engineering Services" and Exhibit C: "Special Engineering Services").

B. Upon completion of services enumerated in Exhibit B: "Scope of Engineering Services", the final payment of any balance will be due upon receipt of the final invoice.



TO: Mayor and City Council

CC: Rick Crowley, City Manager Brad Griggs, Assistant City Manager Timothy M. Tumulty, Director of Public Works/City Engineer

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

DATE: December 7, 2015

**SUBJECT:** Variance to the Retaining Wall Requirements (107 Independence Place)

The applicant, Chad Hudson, has submitted a request for a variance to the retaining wall requirements stipulated by the *Standards of Design and Construction* manual for the purpose of allowing two (2) smooth face, concrete retaining walls. According to the applicant's letter, the purpose of the variance request is to allow more modern retaining walls to be constructed, which will better complement the contemporary or modern architectural style of the proposed home. The updates *-- approved in October 2007 --* to the *Standards of Design and Construction* manual state that, "(a)II retaining walls [*are*] to be masonry, stone, or reinforced concrete with stone face/form liner ... (n)o smooth concrete retaining walls to [*shall*] be installed on site." Accompanying this memorandum are examples of the architectural style for the proposed retaining walls and a site plan showing the proposed locations of the retaining walls. It should be noted that the proposed retaining walls will incorporate architectural finishes (*i.e. decorative holes, industrial form lines*) that are different and distinctive from typical smooth faced retaining walls. Additionally, the proposed walls will be located primarily behind the house, the majority of which will not be visible from a public right-of-way or the adjacent properties. *Should the City Council have questions concerning this request the applicant and staff will be available at the meeting.* 

November 16, 2015

Via email and hand delivery

City of Rockwall Attn: Ryan Miller, Director of Planning and Zoning 385 S. Goliad Rockwall, Texas 75087

Mr. Miller,

This letter is to provide you and the Planning and Zoning department with information necessary to approve a variance to Chad Hudson of Hudson Properties, Inc. for construction of smooth concrete architectural landscaping and retaining walls on property located in Chandlers Landing. The construction project is for Mr. Hudson's personal residence. Construction on this personal home is anticipated to start the first quarter of 2016.

The city is somewhat familiar with this project located at 107 Independence Place. A few years ago Mr. Hudson requested and received the city's approval (and that of Chandlers Landing) to convert the property into an estate lot and build a private access gate. It had previously been plotted into three lots each with a meter tap. Today, the property is a single estate lot with three meter taps and a wrought iron fence and gate enclosing the lot. Mr. Hudson will build his personal residence on a portion of the property, with the remainder subject to future construction upon possible replat submittals.

The style of home to be built is more on the contemporary or modern spectrum versus a traditional style home. There will be several architectural features and design elements that complement the modern look of the home. Before construction on the house can begin, three architectural landscaping and retaining walls need to be put into place. The location of the house will not allow for the walls to be built simultaneously with or after initial construction. These walls will need to be constructed out of smooth concrete to match the style of the home.

The smooth concrete wall is a unique architectural design feature that Mr. Hudson has carefully researched and designed. Mr. Hudson has hired a specialist for this project. It is the company that designed and built the walls featured at the Dallas Arboretum. Pictures of these walls as well as examples of other architectural walls are attached to this letter. Also included is a wall design plan.

Review of the construction site plan shows that a majority of the walls will eventually be hidden behind the actual home once it is completed and not within public view. They will be able to be seen by the Hudsons, as residents of the house. Chandlers Landing has no concerns or issues with this style of wall - as is evidenced by the email from Robert Rohde attached. If additional information from Chandlers Landing is needed, please advise.

If you have any questions or concerns, or need additional information, please do not hesitate to contact Chad Hudson (214-477-3177 or chad@hudsonproperties.com).

Best Regards, ndsay B. Hudson, Esq.

Enclosure

### Hudson, Lindsay

From: Sent: To: Subject: Chad J. Hudson <chad@hudsonproperties.com> Monday, November 16, 2015 12:11 PM Hudson, Lindsay Fw: Independence Pass retaining wall(s)

Chad J. Hudson Hudson Properties, Inc. 107 Independence Place Rockwall, Texas 75032 C <u>214.477.3177</u> hudsonproperties.com

Regin forwarded message:

On Wednesday, February 4, 2015, 12:47 PM, Robert Rohde < robert.rohde@chandlerslanding.org> wrote:

This is OK. When you get the permits, just send me a copy along with the location on the lot via a plat. Thanks & Regards,

Robert

From: Chad J. Hudson [mailto:chad@hudsonproperties.com] Sent: Wednesday, February 04, 2015 9:50 AM To: robert.rohde@chandlerslanding.org Subject: Independence Pass retaining wall(s)



Chad J. Hudson

Hudson Properties, Inc.

107 Independence Place

Rockwall, TX 75032

C <u>214.477.3177</u>

sent from iPhone















# MEMORANDUM

TO: Honorable Mayor and Council

FROM: Jeffrey Widmer, Building Official

DATE: December 7, 2015

SUBJECT: Projection sign height, size and materials variance request

Ms. Matilyn Mathis with The Rustic Warehouse has requested to appear before the City Council to request variances for the height, size and materials of a new projection sign located at 1411 South Goliad.

Our sign ordinance allows a maximum height of four (4) feet for a projection sign and requires the materials to be steel, plastic, aluminum, or masonry. The maximum allowable size of a projection sign for this building is seventy-eight (78) square feet.

Ms. Mathis is requesting approval to allow a ninety-five (95) square foot, four and one half  $(4\frac{1}{2})$  foot tall sign. The sign was constructed with mostly wood materials without the required permit and the applicant wishes to keep the sign.

The city council may consider variances for the following:

Height and size restrictions for new signs when compliance with the required height restriction would create a hardship and materials used for permitted signs when a variance would be appropriate for the construction of a sign to be consistent with the theme or style of an individual development. Characteristics such as the design, location, and visibility of the sign and building, as well as the proximity of the proposed sign location to roadways.

The Rustic Warehouse

November 23, 2016

City of Rockwall 385 South Goliad Rockwall, TX 75087

RE: Sign variance at 1411 South Goliad, Rockwall, TX

To Whom It May Concern:

I am requesting a sign variance for the location at 1411 S. Goliad, Rockwall TX. The location was previously vacant for over a year and the former sign removed. In preparation for the grand opening, planned for before Thanksgiving, several improvements had to be made both in and outside of the building. A new sign was obviously required and we wished it to be visible to both North and South bound traffic. To reflect consistence with the design theme of the store, I used wood (a common medium in our merchandise). I was completely unaware that wood was not an allowed material for an exterior sign.

In addition to our aesthetic intentions, the choice of wood was the most cost effective owing to material costs as well as labor. My father, who is a master carpenter, built the sign for me (thereby eliminating labor costs). In total, the sign on display cost 20% less to build than a commercial grade metal sign. Since this is the first time I have ever owned a store front, I was unaware of the city ordinances for proper brick and mortar guidelines or that a permit was needed.

The size of the sign is a total of 95 sq ft. It comes in 3 sections, the main section is 47 sq ft (4.5 x 10.5) with 2 side sections of 24 sq ft (4.33 x 5.5) each. The sign is a three dimensional view that can seen from all approaching traffic and gives the most structurally secure design. Our total sq footage of the front elevation is 782 sq ft which is less then what is needed to meet the 10% code requirements of sign sq footage.

I humbly ask your permission to keep the sign that is already constructed. This has been a learning experience for me and I pray that this store will be a great addition to Rockwall and I know it will generate a lot of income for the City, since the only other places comparable are in Frisco or Plano.

Thank you for your consideration,

Matilyn Mathis Owner The Rustic Warehouse











The New Horizon

# MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jeffrey Widmer, Building Official

DATE: 12/7/15

SUBJECT: Variance request for a new monument sign to be located at 301 N Fannin

Ms. Brandi Lewellen with Sign Mart representing The Majors Law Firm has asked to appear before the City Council to request a variance for the front setback for a new monument sign, to be located at 301 N Fannin.

Our sign ordinance requires free standing signs to have a minimum ten (10) foot setback from the front property line. The applicant is requesting a five and one half  $(5\frac{1}{2})$  foot setback from the front property line, due to the fact that the lot is small and the existing structure is setting only fifteen (15) feet back from the property line.

A minimum thirty (30) foot by thirty (30) foot visibility clip is required at this intersection. If the variance is approved, the purposed location of the sign will meet that requirement.

Ms. Lewellen brought a very similar request to the Council earlier this year, and a front setback variance was granted for a sign to be placed at 204 N. Fannin.



204 E. Kaufman St, Rockwall, TX 75087

December 1, 2015

Attn: John Ankrum City of Rockwall Building Inspections Department 385 S. Goliad St Rockwall, TX 75087

Re: Applicaton for Variance for Permit Rejection SGN2015-0128

John,

Please submit the application for a variance regarding sign placement for 301 N Fannin Street on behalf of The Majors Law Firm. The main identification sign for this property will not fall within the current city guidelines of placing the sign 8' off the property line due to the property line being approximately 5.5' from the front of the building.

Thank you,

Brandi Lewellen SignMart 972-771-1143





# "LAND TITLE SURVEY"

BEING LOT 5, BLOCK D, OF TOWN OF ROCKWALL, AN ADDITION TO THE CITY OF ROCKWALL, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 1, PAGE 555, DEED RECORDS, ROCKWALL COUNTY, TEXAS, AND IN VOLUME F, PAGE 510, DEED RECORDS OF ROCKWALL COUNTY, TEXAS.



NOTES: BEARINGS, BUILDING LINES, R.O.W.S, DIMENSIONS, ETC. ARE

PER PLAT REFERENCED IN LEGAL

<u>0' 20'</u>





CITY OF ROCKWALL, TEXAS *MEMORANDUM* 

TO:	Mayor and City Council
CC:	Rick Crowley, <i>City Manager</i> Brad Griggs, <i>Assistant City Manager</i> Timothy M. Tumulty, <i>Director of Public Works/City Engineer</i>
FROM:	Ryan Miller, Director of Planning and Zoning
DATE:	December 7, 2015
SUBJECT:	Streets Adjacent to Schools and Parks

In order to ensure that proper traffic circulation is provided in residential areas that are adjacent to public schools and parks, staff is proposing to increase the minimum required street cross section from 29-feet to 41-feet (*back-of-curb to back-of-curb*). The proposed 41-foot street cross section will allow parking on both sides of the street while accommodating two (2) way traffic circulation. Below are examples of the currently required street cross section followed by the proposed street cross section, and attached to this memorandum is an example of the text amendment required to make the proposed changes.

Residential Street Cross Section



Modified Residential Street Cross Section Adjacent to Schools and Parks



Should the City Council choose to direct staff to make these changes staff would prepare an ordinance and bring the request back to the December 21, 2015 City Council meeting.

#### *Municipal Code of Ordinances Section 38-19. Street Improvements and Oversizing.*

(b) All new roads within proposed subdivisions shall, at a minimum, be built to a width and design which will adequately serve that subdivision. In addition, when required by the city in the interest of the community, the developer may be required to build larger streets to the width shown on the thoroughfare plan. If more than 48 feet (back of curb to back of curb) is constructed, the city will reimburse the developer for the excess width when funds become available, unless the additional width was required by the city engineer or traffic planner to adequately serve the needs of that subdivision. In cases were a street is adjacent to a school or public park, the city engineer or planner may require a 41-foot street (back of curb to back of curb) to facilitate proper traffic circulation. Streets which dead-end at power lines, railroads, or similar rights-of-way, which are intended for future extension across these rights-of-way, shall be constructed in rights-of-way for half the distance across the rights-of-way. Where streets are adjacent to undeveloped land and the property line is normally the centerline of the street, the developer shall provide right-of-way of sufficient width and shall construct paving a minimum width of 24 feet, if deemed necessary by the city engineer or **traffic** planner. If the city, in the interest of the community, requires the subdivider to construct more than 24 feet, the city will reimburse the cost of the excess width to the developer who installed the paving, at the actual cost of construction, with no reimbursement for additional right-of-way which required to construct the additional paving in excess of 24 feet as funds are available. No reimbursement will be made, however, when the city engineer or **traffic** planner determines that the excess width is required to serve that subdivision. When, in the city council's judgment, it is not feasible to construct the street and/or railroad crossing at the time of development of the subdivision, escrow for the development of the subdivision, escrow for the developer's portion of the cost may be provided in accordance with this section. In the event the street and/or railroad crossing has been constructed or is being constructed by others, the developer shall pay his pro rata share of the improvements. Escrow or pro rata shall be payable prior to construction of streets and utilities.



# MEMORANDUM

- TO: Rick Crowley, City Manager
- FROM: Mary Smith, Assistant City Manager
- DATE: December 4, 2015
- SUBJECT: Intent to Issue Debt

City staff is preparing to issue debt for various city projects described below. During budget presentations Council and staff discussed issuance of General Obligation Bonds for the remaining funding of the voter approved downtown project and engineering of approved street projects. In addition, bonds were discussed for water/sewer related projects and water/sewer equipment in the budget were designated to be coming from short or mid-term debt.

We previously discussed the condition of the bond market and the city's ability to refund (refinance) several of our outstanding debt issues for interest savings. The repayment term would remain the same but the interest rates from 2005-08 to current have dropped significantly. Our debt, when issued is structured with a 10-year call provision to be able to take advantage of just such a situation.

Our Financial Advisor, David Medanich of First Southwest Company and Bond Counsel Leroy Grawunder determined several years ago that the City saves significant issuance and related costs when issues such as the water/sewer projects and equipment are combined into one issuance. This can be done by issuing Certificates of Obligation. When the City issues utility revenue bonds, we must fund a "reserve fund" which is one times the average annual principal and interest payments on the outstanding debt which must be held for the full term of the bonds, in this case 20 years.

For both the savings on issuance costs and the reserve funds that won't need to be funded staff believes it reasonable to ask Council to proceed with a Certificates of Obligation issue to include the proceeds sufficient to cover the equipment purchases and utility system projects. City Council has previously authorized the issuance of Certificates for this same reason in the last several years.

The attached Resolution simply provides <u>the authorization to publish notice</u> of our intent to issue such debt. The amount included in the Resolution includes costs of issuance and the detailed projects outlined below. It does not authorize or complete the issuance process. The impact of these debt issues was included in the adopted FY2016 budget. The summary below provides information on the projects and amounts, which would be financed with this issuance.

A detailed list of projects and equipment is attached. The projects list specifically addresses utility reconstruction design associated with each of the bond election streets, which are in design and state roadway projects on the planning horizon. Other projects will take care of several lift stations improvements.

#### **Refunding General Obligation Bonds**

The final size and structure of refunding is being developed and will be presented at the first reading of the Ordinance, which is on the schedule for January 4, 2016. At this time, we expect to refund seven issues from the 2005-2008 periods totaling more than \$75 million dollars and resulting in an estimated interest savings over \$9million dollars over the remaining terms of the issuance. The new money for bond election projects will be included in this issuance saving issuance costs and includes funds for design and to begin construction of the roadways as design is completed, the new I-30 on-ramp and the remaining funds to be issued that complete the downtown project contract with Hill-Wilkinson. The new bonds will total \$7,895,000 for roadways and \$880,000 for Downtown. There will remain the authorization for downtown totaling \$1,244,000 since other funds were applied to the project.

#### Action Needed

Staff requests Council approve the accompanying resolution, which directs staff to publish a notice of intent to issue Certificates of Obligation.
#### Water / Wastewater CIP

<u>FY2016</u>	
Quail Run Gravity/Squabble Creek Lift Station (Engineering)	220,500
Quail Run Gravity/Squabble Creek Lift Station	2,525,500
Stonebridge Lift Station Rehab (Engineering)	67,000
Boydstun Ave. (SH 205 - Clark St.) (Engineering)	122,000
County Line Rd. (FM 3097 - Renee St.) (Engineering)	74,300
Summit Ridge/ S. Lakeshore Dr. (SH 66 - FM 740) (Engineering)	280,000
Throckmorton St. (Boydstun Ave Bourn St.) (Engineering)	40,000
IH 30/FM 3549 Interchange (Water Line Encasement) (Engineering)	85,000
SH 276 (SH 205 - FM 549) (Engineering)	72,800
FM 3549 (IH 30 - SH 66) (Engineering)	100,000
Signal Ridge Gravity Line (Pipe Bursting) Improvements	325,000
Wastewater Lift Station Evaluation Update	112,900
Harborview Dr. Sanitary Sewer Relocations	70,000
Munson Dr. Sanitary Sewer Rehabilitation	150,000
Miscellaneous line projects	95,000

TOTAL \$ 4,340,000

	Equipment Purchases (for water/sewe
--	-------------------------------------

Backhoe loader		149,390
Compact excavator		81,790
Dump Truck 12 yd		110,560
Truck 1 ton		53,000
Truck 11/2 ton		57,500
Truck 3/4 ton (3)		106,500
Bypass pump		38,000
Lift Station Generator (2)		130,000
Truck 1 1/2 ton		45,500
Truck 3/4 ton		35,500
Vacuum truck		317,260
Van CCTV		<u>220,000</u>
	TOTAL \$	1,345,000

#### RESOLUTION NO.

#### RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, this City Council finds and determines that it is necessary and in the best interest of the City of Rockwall, Texas (the "City") and the health, welfare and safety of its residents to issue certificates of obligation to provide funds as described herein to provide waterworks and sewer system improvements and acquisition of equipment and vehicles for the public health and welfare;

WHEREAS, this City Council further finds and determines that it is in the best interest of the City and its residents to include in the proposed issue of certificates of obligation funds for the public improvements and acquisition of the equipment and vehicles hereinafter described, rather than fund such projects with the issuance of other debt instruments, in order to reduce the costs of such transactions;

WHEREAS, the City expects to pay expenditures in connection with the projects described in "Exhibit A" to this Resolution prior to the issuance of the certificates of obligation hereinafter described;

WHEREAS, this City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described certificates of obligation;

WHEREAS, this City Council deems it advisable to authorize publication of notice of intent to issue certificates of obligation for the purposes hereinafter set forth; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto and marked "Exhibit A" is a form of notice, the form and substance of which are hereby passed and approved.

Section 2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper of general circulation in said City, and published in said City, on the same day in each of two consecutive weeks, the date of the first publication thereof to be at least 30 days prior to the time set for the issuance of such certificates of obligation as shown in said notice.

Section 3. All costs to be reimbursed pursuant to this Resolution will be capital expenditures; the proposed certificates of obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the certificates of obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. This Resolution shall be effective immediately upon adoption.

[Execution Page Follows]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, this 7th day of December, 2015

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

[CITY SEAL]

City Attorney

#### EXHIBIT A

#### NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION OF THE CITY OF ROCKWALL, TEXAS

NOTICE IS HEREBY GIVEN that the City Council of the City of Rockwall, Texas, at its meeting to commence at 6:00 P.M. on January 19, 2016, at the City Hall, 385 South Goliad Street, Rockwall, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$6,000,000 for paying all or a portion of the City's contractual obligations incurred in connection with (i) acquiring, constructing, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system, including the acquisition of vehicles and equipment for the waterworks and sewer system; and (ii) legal, fiscal and engineering fees in connection with such projects. The ordinance may authorize an authorized officer of the City to effect the sale and delivery of the certificates of obligation on a date subsequent to the adoption of the ordinance. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

CITY OF ROCKWALL, TEXAS

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#### **MEMORANDUM**

TO: Honorable Mayor and City Council Members

FROM: Kristy Cole, City Secretary / Assistant to the City Manager

DATE: November 24, 2015

SUBJECT: Designating newspaper of record

After requesting and receiving several pricing proposals last year, in December of 2014 the Council unanimously voted to designate the Rockwall Herald Banner as the city's newspaper of record. Under the newspaper that had previously been designated, the city spent \$15,876.37 in an eleven month period in 2014. With the Rockwall Herald Banner, in the past eleven months of 2015, the city has spent \$15,322.28 in advertising.

According to Article XI., Sec. 11.02 of the city charter,

The City Council must designate annually a newspaper of general circulation in the City to serve as newspaper of record. All ordinances, notices and other matters required by this Charter, City ordinance, or the Constitution and laws of the State of Texas must be published in the newspaper of record.

According to Section 2051.049 of the Texas Government Code;

The governmental entity or representative required to publish a notice in a newspaper shall select, in accordance with this subchapter, one or more newspapers to publish the notice.

According to Section 2051.044 of the Texas Government Code

The newspaper in which a notice is published must:(1) devote not less than 25 percent of its total column lineage to general interest items;(2) be published at least once each week;(3) be entered as second-class postal matter in the county where published; and(4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

While state law outlines the requirements for the official newspaper, and the city's Charter calls for designating a newspaper of record annually, there is no legal method or process in place that stipulates how the city selects the official newspaper. The Council's options for designating a newspaper of record are as follows:

- rename the Royse City/Rockwall Herald Banner as the official newspaper of record via a motion and simple majority vote of the Council; or,
- instruct staff to initiate a "request for proposals" process, compile the results, and present them to Council for consideration at the second meeting in January or the first meeting in February.

Staff is happy to help answer any questions the Council may have at the meeting on December 7.

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#### MEMORANDUM

- TO: Honorable Mayor and City Council Members
- FROM: Kristy Cole, Assistant to the City Manager / City Secretary

DATE: December 4, 2015

SUBJECT: Main Street Advisory Board (MSAB) Reappointments

Regarding the Main Street Advisory Board, Council may wish to consider reappointing the following three board members whose terms expire in January:

- Michael Adrian
- Evan Matteson
- Claudette Hatfield

If Council chooses to reappoint these members, their terms would run through January of 2018. Councilmember Milder is the Council liaison regarding appointments to the MSAB.

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#### Building Inspections Department <u>Monthly Report</u>

#### October 2015

#### **Permits**

Total Permits Issued: 290 Building Permits: 54

Contractor Permits: 236

**Total Permit Values:** \$ 11,689,616.95 Building Permits: \$ 10,000,422.57 Contractor Permits: \$ 1,689,194.38

Total Fees Collected: \$274,380.31

Building Permits: \$ 243,992.06 Contractor Permits: \$ 30,388.25

**Board of Adjustment** 

Board of Adjustment Cases

191

#### City of Rockwall PERMITS ISSUED - Summary by Type and Subtype For the Period 10/1/2015 thru 10/31/2015

Type / SubType	# of Permits Issued	Valuation of Work	Fees Charged
BANNER	8	\$0.00	\$400.00
30 DAY BANNER	6	\$0.00	\$300.00
CHANGE OF BUSINESS	1	\$0.00	\$50.00
COMING SOON	1	\$0.00	\$50.00
CHURCH	1	\$9,000.00	\$35.00
RRIGATION	1	\$9,000.00	\$35.00
CO	7	\$0.00	\$529.50
BUSINESS	4	\$0.00	\$304.50
NTERIOR	Ĩ	\$0.00	\$75.00
NEW CONSTRUCTION	1	\$0.00	\$75.00
HELL	1	\$0.00	\$75.00
СОММ	23	\$3,576,669.00	\$108,095.82
LTERATION	1	\$800.00	\$36.50
DEMO	1	\$0.00	\$51.00
ELECTRICAL	5	\$194,600.00	
EXPANSION	ĩ	\$7,500.00	\$1,744.44
RRIGATION	2	\$25,000.00	\$164.75
MECHANICAL	1	\$7,115.00	\$7,501.30
NEW	3	\$2,830,000.00	\$164.75
PLUMBING	6	\$10,005.00	\$89,177.59
REMODEL	2	\$155,000.00	\$5,206.18
SWIM POOL	1	\$346,649.00	\$1,510.86
NONPROFIT SIGN PERMI	i		\$2,538.45
	1	\$0.00	\$0.00
SIGNAGE	14	\$0.00	\$0.00
DEVELOPMENT		\$0.00	\$1,325.00
IONUMENT	1	\$0.00	\$75.00
POLE	1	\$0.00	\$275.00
WALL	1	\$0.00	\$75.00
SINGLE FAMILY	11	\$0.00	\$900.00
ACC BLDG	190	\$8,103,947.95	\$161,874.29
ADDITION	4	\$10,499.00	\$359.50
ALTERATION	7	\$146,100.00	\$2,196.66
CONCRETE	4	\$2,000.00	\$80.75
	4	\$13,350.00	\$361.41
ELECTRICAL FENCE	7	\$55,668.00	\$397,04
	42	\$139,883.02	\$1,481.70
RRIGATION	14	\$31,600.00	\$491.50
MECHANICAL	9	\$76,776.00	\$1,592.32
MISCELLANEOUS	1	\$1,200.00	\$35.00
NEW	29	\$6,812,889.57	\$149,626.88
PATIO COVER	5	\$24,692.00	\$631.82
PERGOLA	1	\$10,942.00	\$206.75
LUMBING	40	\$44,755.00	\$2,197.66
COOF	9	\$130,676.00	\$320.20
EAWALL	2	\$21,120.00	\$100.00
WIM POOL	11	\$503,201.00	\$1,653.00
WINDOWS	4	\$78,596.36	\$142.10
SPECIAL EVENT	45	\$0.00	\$1,814.70
	45	\$0.00	\$1,814.70
rco	1	\$0.00	\$306.00

PERM195

11/2/2015 9:15:45AM

#### City of Rockwall PERMITS ISSUED - Summary by Type and Subtype For the Period 10/1/2015 thru 10/31/2015

Type / SubType		# of Permits Issued	Valuation of Work	Fees Charged
NEW CONSTRUCTION		1	\$0.00	\$306.00
	Totals:	290	\$11,689,616.95	\$274,380.31



Page 2







**Fiscal Year** 

New Residential Value





#### 









Fiscal Year

New Commercial Value

		Year		
		2013-2014		2014-2015
October	\$	7,225,000.00	S	49,000.00
November	69	ţ	\$	4,300,000.00
December	\$	2,800,000.00	\$	18,050,000.00
January	\$	1	\$	2,200,000.00
February	\$	850,000.00	\$	1
March	\$	1,185,000.00	\$	930,000.00
April	\$	1,000,000.00	\$	1,780,000.00
May	69	5,000.00	\$	
June	\$		\$	10,900,000.00
July				282279.31
August	\$	150,000.00	\$	3,903,000.00
September	\$	430,795.00	\$	2,370,000.00
Totals	s	13.645.795.00	e.	44.764.279.31





#### 199

199l





Fiscal Year

**Total Fees Collected** 

200

#### City of Rockwall

#### PERMITS ISSUED

#### For the Period 10/1/2015 thru 10/31/2015

Permit Number Application Date Issue Date	Subt	nit Type ype 18 of Permit	Site Address Parcel Number Subdivision Name Plan Number		Valuatio	Total F on Total S	
CO2015-0072 7/30/2015 10/6/2015	CO BUS ACT	INESS IVE	832 STEGER TOWNE DR 5067-000A-0003-00-0R STEGER TOWNE CROSSING PH 1 Woof Gang Bakery & Grooming		0.00	\$ 75.00 0	\$ 75.00
			and a crossing			U	
Contact Type	e	Contact Name	Contact Address				Phone Number
BUS OWNE	R	Carrie Harris / Danielle Robison	1 Northerest Circle	ROCKWALL	1	X 75087	
OWNER		STEGER, DUNHILL LLC		DALLAS	Ţ	X 75205	
CO2015-0090	со		104 W KAUFMAN 4820-000G-0002-B0-0R		0.00	\$ 76.50	\$ 76.50
8/31/2015 10/19/2015	BUS ACT	INESS IVE	ROCKWALL ORIGINAL TOWN THE JESSICA HARGIS GROUP - K	W		0	
Contact Type		Contact Name	Contact Address				Phone Number
OWNER		JESSICA HARGIS	104 W KAUFMAN ST.	ROCKWALL	Т	X 75087	(214) 304-6068
APPLICANT		JESSICA HARGIS	104 W KAUFMAN ST.	ROCKWALL	т	X 75087	(214) 304-6068
INSP RPT E	MAIL	JESSICA HARGIS	104 W KAUFMAN ST.	ROCKWALL	Т	X 75087	(214) 304-6068
BUS OWNE	R	JESSICA HARGIS	104 W KAUFMAN ST.	ROCKWALL	Т	X 75087	(214) 304-6068
BUSINESS	_	JESSICA HARGIS	104 W KAUFMAN ST.	ROCKWALL	Т	X 75087	(214) 304-6068
CO2015-0100 9/23/2015 10/1/2015	CO SHEI ACTI		705 N Goliad St. 4682-0001-0001-00-0R WAGNER CHRISTENSEN Shell CO - Gerald Wagner		0.00	\$ 75,00 0	\$ 75.00
Contact Type		Contact Name	Contact Address				Phone Number
OWNER		WAGNER, GERALD P		GUN BARRELI	Т	X 75156	
BUS OWNE	R	Gerald Wagner	112 Los Peces St.	Gun Barrell City		X 75156	(903) 910-9078
CO2015-0101 9/23/2015	CO	NESS	5133 S FM 549 0080-0000-0017-12-0R		0.00	\$ 76.50	\$ 76.50
10/9/2015	ACTI		THE CORE SPERO ACADEMIC			0	
Contact Type		Contact Name	Contact Address			100	Phone Number
APPLICANT	5	DONALD LEMON	8 INTREPID CIR.	Rockwall	Т	X 75032	(903) 806-1810
BUS OWNER	R	DONALD LEMON	8 INTREPID CIR.	Rockwall	T	X 75032	(903) 806-1810
BUSINESS		THE CORE SPERO ACADEMIC	5133 S FM 549	Rockwall	T	X 75032	(469) 534-4486
OWNER		J, BR2 LLC		ROCKWALL		X 75032	a service consistent of the

11/2/2015 9:46:00AM

#### City of Rockwall PERMITS ISSUED

#### For the Period 10/1/2015 thru 10/31/2015

Permit Number Application Date Issue Date	Permit Type Subtype Status of Permit	Site Address Parcel Number Subdivision Name Plan Number		Valua	tion	Total Fe Total SC	
CO2015-0103	СО	308 E Washington 4820-000U-0001-B0-0R		0.00		\$ 75.00	\$ 75.00
9/25/2015 10/28/2015	INTERIOR Active	ROCKWALL ORIGINAL TOWN Texas Pool Professional				0	
Contact Type	Contact Name	Contact Address					Phone Number
APPLICANT	Victor R Saliture	2115 Crestlake	Rockwall		TX	75087	(469) 387-7885
BUS OWNER	Victor R Saliture	308 E Washington	Rockwall		TX	75087	(469) 387-7885
OWNER	GAREE, MICHAEL A & GEOR(		ROCKWALL		ТХ	75087	
CO2015-0105 9/30/2015	CO NEW CONSTRUCTION	3021 Ridge Rd. 102 4009-000A-0013-00-0R HORIZON RIDGE ADDITION		0.00		\$ 75,00	\$ 75.00
10/28/2015	ACTIVE	Rockwall Gold & Silver Exchange				0	
Contact Type	Contact Name	Contact Address					Phone Number
OWNER	RIDGE ROAD PROPERTIES	166 YORKSHIRE DR.	HEATH		ТХ	75032	(972) 983-2222
APPLICANT	JIMMY MCCLINTOCK	166 YORKSHIRE DR	Rockwall		TX	75032	(972) 983-2222
BUS OWNER	Jimmy McClintock	166 Yorkshire Dr.	Heath		ΤХ	75032	(972) 983-2222
BUSINESS	RIDGE ROAD PROEPRTIES SH	3012 RIDGE ROAD	ROCKWALL		ΤX	75087	(972) 722-3807
CO2015-0108	со	1785 IH 30 E 101 0134-0000-0005-01-0R		0.00		\$ 76.50	\$ 76.50
10/8/2015 10/21/2015	BUSINESS ACTIVE	ROCKWALL COMMERCIAL PAR JUMPY JOEY TRAMPOLINES & 1				0	
Contact Type	Contact Name	Contact Address					Phone Number
OWNER	OLLOM, GREGORY D	251 HARKER TRAIL	ROCKWALL		TX	75087	(214) 616-2292
APPLICANT	JOEY STATON	1475 STEWART DR.	Rockwall		тх	75032	(214) 930-3109
BUS OWNER	JOEY STATON	1475 STEWART DR.	Rockwall		ТХ	75032	(214) 930-3109
BUSINESS	JUMP JOEY TRAMPOLINES &	1785 IH 30 E	ROCKWALL		TX	75087	(214) 930-3109

7

Permits Issued from: 10/1/2015 Thru: 10/31/2015

Total Valuation: \$ 0.00 Total Fees: \$ 529.50 Total Fees Paid: \$ 529.50 Page 2

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CALLS BY TYPE

OCTOBER 2015



October

#

~---2 October

4

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	CITY CALLS	October	COUNTY	
	Situation Type	Ħ	Situation Type	
	111 Building fire		142 Brush or brush-and-grass mixture fire	
	113 Cooking fire, confined to container	~	143 Grass fire	
	131 Passenger vehicle fire (cars, pickups, SUVs)	1	651 Smoke scare, odor of smoke	
	140 OTHER Natural vegetation fire		Totais:	
	142 Brush or brush-and-grass mixture fire	-	MUTUAL AID	
	143 Grass fire	4	Situation Type	
	322 Motor vehicle accident with injuries	4	111 Building fire	
	323 Motor vehicle/pedestrian accident (MV Ped)	2	142 Brush or brush-and-grass mixture fire	ļ
	324 Motor vehicle accident with no injuries.	9	322 Motor vehicle accident with injuries	
	342 Search for person in water	<i>1</i>	611 Dispatched & canceled en route	
	360 Water & ice-related rescue, other	1	651 Smoke scare, odor of smoke	
	365 Watercraft rescue	-	Totais:	
	412 Gas leak (natural gas or LPG)	5		
2	424 Carbon monoxide incident	÷		
04	440 Electrical wiring/equipment problem, other	1		
Ļ	442 Overheated motor	Ŧ		
	443 Breakdown of light ballast	÷		
	444 Power line down	1		
	445 Arcing, shorted electrical equipment	2		
	500 Service Call, other	÷		
	511 Lock-out	4	F	
	550 Public service assistance, other	4		
	551 Assist police or other governmental agency	10		
	553 Public service	4		
	556 Public service - Non paged	10		
	600 Good intent call, other	2		
	611 Dispatched & canceled en route	2		
	622 No incident found on arrival at dispatch address		F	
	651 Smoke scare, odor of smoke	9		
	732 Extinguishing system malfunction (activation)	+		
	733 Smoke detector activation due to malfunction	2		
	735 Alarm system sounded due to maifunction	4		
	736 CO detector activation due to malfunction	2		
20	743 Smoke detector activation, no fire - unintentional	11		
)4	745 Alarm system activation, no fire - unintention	6		
	Totals	100		

To: Chief Poindexter From: BC Merritt Re: October Structure Fire Date: November 18, 2015

#### 1508 Signal Ridge

We responded to a report of a smoke inside a residence on October 12, 2015 at 1507 Signal Ridge. Upon arrival and further investigation it was determined the smoke was coming from the unit above 1507. Firefighters had to make forcible entry into unit 1508. Upon entry it was discovered that a fire had been burning inside and had selfextinguished. There was significant damage to unit 1508 due to the fire and smoke. There were no firefighter injuries on this incident but one pet was lost due to being trapped inside of the residence.

Dispatch Time: 03:31.50 Enroute Time: 03:32.42 On Scene Time: 03:37.51 Clear Time: 01:30.59

4 Men on Scene 03:39.38 8 Men on Scene 03:46.06 12 Men on Scene 03:51.56

Total personnel on scene: 1 Chief, 7 on duty personnel, 5 Volunteers, 1 Fire Investigator.

#### CITY RESPONSE OCTOBER 2015

ENROUTE TIMES	1		
	STATIONS 1,2,3 and 4 TO		STATIONS 1,2,3, AND 4 TO
CITY CALLS	BOXES WITH STATIONS		BOXES WITHOUT STATIONS
0-1 1/2 Minutes		0- 1 1/2 MINUTES	
CRITERIA MET %	20 of 22	CRITERIA MET %	4 of 4
CRITERIA - ACHIEVE RESPONSE TIME	0.91%	CRITERIA -ACHIEVE RESPONSE TIME	1.00%
90% OF TIME IN BOXES WITH	Criteria Met	60% OF TIME IN BOXES WITH	Criteria Met
STATIONS		STATIONS	
ARRIVAL TIMES			[
	STATIONS 1,2,3 and 4 TO	······	STATIONS 1,2,3, AND 4 TO
	BOXES WITH STATIONS		BOXES WITHOUT STATIONS
0 - 6 MINUTES		0-6 MINUTES	
CRITERIA MET %	19 of 22	CRITERIA MET %	3 of 4
CRITERIA - ACHIEVE RESPONSE TIME	0.86%	CRITERIA - ACHIEVE RESPONSE TIME	0.75%
90% OF TIME IN BOXES WITH	Criterian Not Met	60% OF TIME IN BOXES WITH	Criteria Met
STATIONS		STATIONS	
RESPONSE TIMES			
	STATIONS 1,2,3 and 4 TO		STATIONS 1,2,3, AND 4 TO
CITY CALLS	BOXES WITH STATIONS		BOXES WITHOUT STATIONS
0-7 1/2 MINUTES		0-7 1/2 MINUTES	· · · · · · · · · · · · · · · · · · ·
CRITERIA MET%	20 of 22	CRITERIA MET%	3 of 4
CRITERIA - ACHIEVE RESPONSE TIME	0.91%	CRITERIA -ACHIEVE RESPONSE TIME	0.75%
90% OF TIME IN BOXES WITH	Criteria Met	60% OF TIME IN BOXES WITH	Criteria Met
STATIONS		STATIONS	

#### COUNTY AND MUTUAL AID RESPONSE OCTOBER 2015

COUNTY/MUTUAL	
	STATIONS 1,2,3, AND 4 TO
ENROUTE	BOXES WITHOUT STATIONS
0- 1 1/2 MINUTES	
CRITERIA MET %	3 of 7
CRITERIA -ACHIEVE RESPONSE TIME	0.43%
60% OF TIME IN BOXES WITH	Criteria not met
STATIONS	
	STATIONS 1,2,3 and 4 TO BOXES
ARRIVAL	WITHOUT STATIONS
0 - 10 MINUTES	
CRITERIA MET %	4 of 7
CRITERIA -ACHIEVE RESPONSE TIME	0.57%
60% OF TIME IN BOXES WITH	Criteria no met
STATIONS	
	STATIONS 1,2,3 and 4 TO BOXES
RESPONSE	WITHOUT STATIONS
0-11 1/2 MINUTES	
CRITERIA MET%	4 of 7
CRITERIA -ACHIEVE RESPONSE TIME	0.57%
60% OF TIME IN BOXES WITH	Criteria no met
STATIONS	

### Enroute Overages City Calls/October 2015

VENUE	Alarm Date	Alarm Time	Enroute Time	Paged to Enroute	Apparatus	Apparatus Inc. Number	Station	lights and Sirens	Liehts and Sirens REASON EOR OVERAGES
Rockwall	10/02/2015 19:02:16	19:02:16	19:04:06	0:01:50	E1	2015-0000879	Rockwall 2	Code 3	CAD times don't match radio times
Rockwall	10/22/2015	22:49:48	22:51:28	0:01:40	E1	2015-00000941	Rockwall 1	Rockwall 1 Code 3	CAD times don't match radio times

### ARRIVAL OVERAGES CITY CALLS/OCTOBER 2015

			Enroute to				Lights and	
VENUE	Enroute Time Arrival Time	<u>Arrival Time</u>	Arrival	Apparatus	Apparatus Inc. Number	Station	Sirens	REASON FOR OVERAGES
Rockwall	19:04:06	19:11:27	0:07:21	E1	2015-00000879	Rockwall 2	Code 3	Marine 1 Call
								Response to Area without
Rockwałl	08:10:35	08:21:44	0:11:09	E4	2015-00000921	Rockwall 4	Code 3	station
Rockwall	10:28:18	10:34:40	0:06:22	E3	2015-00000935	Rockwall 3	Code 3	CAD Incorrect
Rockwall	19:23:59	19:30:50	0:06:51	E2	2015-0000058	Rockwall 2	Code 3	Location on Interstate
								Mutliple Calls/E4 was not at
Rockwall	11:52:26	11:59:11	0:06:45	E4	2015-00000981	Rockwall 4	Code 3	station

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### RESPONSE OVERAGES CITY CALLS/OCTOBER 2015

								Lights and	
VENUE	<u>Alarm Date</u>	Alarm Date Alarm Time	<u>Arrival Time</u>	Response	<u>Apparatus</u>	Inc. Number	Station	Sirens	REASON FOR OVERAGES
Rockwail	Sockwail 10/02/2015 19:02:16	19:02:16	19:11:27	0:09:11	E1	2015-00000879	Rockwall 2	Code 3	Code 3 Marine 1 Call
. <u></u>									Response to Area without
Rockwall	Rockwall 10/16/2015 08:09:45	08:09:45	08:21:44	0:11:59	E4	2015-0000921	Rockwall 4	Code 3 station	station
									CAD times don't match Radio
Rockwall	Rockwall 10/20/2015 10:26:50	10:26:50	10:34:40	0:07:50 E3	E	2015-0000035	Rockwali 3	Code 3 times	times

ENROUTE OVERAGES

				Paged to			Lights and		
VENUE	Alarm Date	<u>Alarm Time</u>	Enroute Time	Enroute	Inc. Number	Station	Sirens	Apparatus	REASON FOR OVERAGES
									CAD times don't match Radio
McLendon-Chisholm	10/27/2015	22:59:23	23:01:51	0:02:28	2015-0000965 Rockwal	Rockwall 4	Code 3	E4	times

## ARRIVAL OVERAGES

				Enroute to			Lights and		
VENUE	Alarm Date	Enroute Time	Arrival Time	Arrival	Inc. Number	Station	Sirens	Apparatus	REASON FOR OVERAGES
Fate	10/06/2015	19:15:45	19:34:23	0:18:38	2015-00000891 Rockwall 1	Rockwall 1	Code 3	E1	Drive Time
Fate	10/25/2015	21:16:17	21:26:53	0:10:36	2015-0000955 Rockwall 1	Rockwall 1	Code 3	E	Drive Time
McLendon-Chisholm	10/27/2015	23:01:51	23:13:59	0:12:08	2015-0000965 Rockwall 4	Rockwall 4	Code 3	E4	Drive Time

## RESPONSE OVERAGES

VENUE	Alarm Date	Alarm Time	<u>Arrival Time</u>	Response	Inc. Number	Station	<u>Lights and</u> <u>Sirens</u>	Apparatus	REASON FOR OVERAGES
Fate	10/06/2015	19:14:25	19:34:23	0:19:58	2015-00000891 Rockwall 1	Rockwall 1	Code 3	E1	Drive Time
Fate	10/25/2015	21:14:43	21:26:53	0:12:10	2015-0000955 Rockwall 1	Rockwall 1	Code 3 E1	E1	Drive Time
McLendon-Chisholm	10/27/2015 22:59:23	22:59:23	23:13:59	0:14:36	2015-0000965 Rockwall 4	Rockwall 4	Code 3 E4	E4	Drive Time

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		Total	Fotal Dollar Losses			B
			October 2015		Q. Q.	Dity of Rockwall The Hear Thursen
	<b>Current Month</b>	Last Month	Same Month Last Year	Year To Date	Last Year To Date	
Total Property Loss:	\$62,052.00	\$381,587.00	\$27,580.00	\$991,569.24	\$285,140.00	
Total Content Loss:	\$37,231.20	\$59,476.10	\$16,548.00	\$453,402.90	\$108,394.00	
Total Property Pre-Incident Value:	\$124,104.00	\$2,626,206.00	\$78,800.00	\$11,967,635.40	\$394,930.00	
Total Contents Pre-Incident Value	\$74,462.40	\$405,904.40	\$47,280.00	\$6,068,682.50	\$235,224.00	
Total Losses:	\$99,283.20	\$441,063.10	\$44,128.00	\$1,444,972.14	\$99,283.20	
Total Value:	\$198,566.40	\$3,032,110.40	\$126,080.00	\$18,036,317.90	\$630,154.00	

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ditte.

## **Fire Permit Listing**



11/13/2015 15:21	From Application Date: 10/1/201	10/1/20
rck\lbrewer	Thru Application Date: 10/31/20	10/31/20
All	Permit Status:	AII
All		

Print Date/Time: Login ID:

015 2015 Ā Permit Status:

Rockwall Fire Department : TX504 FDID Number: Inspector:

Permit Type:		All	Permit Status: All		Inspector:		ADU4 All
Permit Nun	Permit Number From/To: All				- - -		
Permit Number	Application Date	Applicant	Location	Permit Type	Status	Status Date	
1608	10/29/2015	Coi-Met Spray Booths Shelf Building	2975 DISCOVERY BLVD ROCKWALL, TX 75032	High-Rack/Pile	Approved	10/29/2015	
1735	10/01/2015	Expert Cuts	3045 N GOLIAD ST 107 ROCKWALL, TX 75087	Overhead- Sprinkler	Approved	10/07/2015	
1736	10/01/2015	Rockwail Town Center (Pizza Hut) Shell	2927 RIDGE RD ROCKWALL, TX 75032	Fire Alarm	Approved	10/07/2015	
1737	10/02/2015	1881 Huron	1881 HURON DR ROCKWALL, TX 75087	Overhead- Sprinkler	Approved	10/09/2015	
1738	10/06/2015	Breezy Hills Amenity Center	951 CALM CREST , TX	Temp Aboveground tank	Approved	10/07/2015	
1740	10/13/2015	Col-Met Spray Booths Shell Building	2975 DISCOVERY BLVD ROCKWALL, TX 75032	Fire Alarm	Approved	10/23/2015	
1742	10/29/2015	Col-Met Spray Booths Shell Building	2975 DISCOVERY BLVD ROCKWALL, TX 75032	Dry Chem	Approved	11/05/2015	
Total Numb	Total Number of Permits: 7						-

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# Inspection Status Summary Report



	Inspection Type
11/13/2015 15:06 rck\lbrewer *All	
Print Date/Time: Login ID: Inspection Type:	Stafus

10/01/2015	10/31/2015	*Ail
From Date:	To Date:	Inspection Status:

Rockwall Fire Department	ber: TX504	۶. ۱۲	-
Rockw	FDID Number:	Inspected By:	

Number o	Inspection
Total	

Status	Inspection Type	Total Number of Inspections
Finaled	Access Control Doors	2
	Annual	2
	Certificate of Occupancy	ŋ
	Construction Final	G
	Courtesy	34
	Fire Alarm System	9
	Fire Lane	6
	Fire Pump	*
	Follow Up	7
	Foster Care / Adoption	~
	Go Vertical	2
	Knox Box	5
	Knox Lock	***
	Other	<b>*</b>
	Special Event	****
	TCO	-
	Underground Fire Line	2
		ومحمد محمدهم والمحمد والمحمد والمحمد والمحمد والمحمد والمحمد والمحمومة والمحمومة والمحمو المحمد والمحمد والمحمد والمحمد والمحمد

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Total Finaled :

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# Inspection Status Summary Report



₹ • •				executive and the constraints	
Print Date/Time: 11/13/2015 15:06 Login ID: rck\lbrewer Inspection Type: *All		From Date: To Date: Inspection Status:	10/01/2015 10/31/2015 *All	Rockwall Fire Department FDID Number: TX504 Inspected By: *All	epartment TX504 *All
Status	Inspection Type			Total Number of Inspections	er of tions
Pending	Annal				8
	Certificate of Occupancy				w
	Construction Final				æ
	Fire Alarm System				16
	Fire Pump				4
	Foster Care / Adoption				-
	Remote FDC				5
	Underground Fire Line				
	Wet Fire Spinkler System	_			12
			Total Pending :	nding :	57
			Total :		147

(A <b>Z</b> A)	
V ARC V	
No.	

# Inspection Status Summary Report



Print Date/Time: 11/13/2015 14:52 Login ID: rck\lbrewer Inspection Type: *All		From Date: To Date: Inspection Status:	10/01/2015 10/31/2015 *All	Rockwall Fire Department FDID Number: TX504 inspected By: *All
Status	Inspection Type			Total Number of Inspections
Finaled	Access Control Doors			2
	Annual			2
	Certificate of Occupancy			6
	Construction Final			9
	Courtesy			34
	Fire Alarm System			9
	Fire Lane			5
٩	Fire Pump			-
	Follow Up			2
	Foster Care / Adoption			£
	Go Vertical			2
	Knox Box			C)
	Knox Lack			<i>f</i>
	Other			-
	Special Event			<b>4</b>
	TCO			£-
	Underground Fire Line			2

06

Total Finaled :
9	

# Inspection Status Summary Report



14:52			
11/13/2015 14:52	rck\lbrewer	*All	
Print Date/Time:	Login JD:	Inspection Type: *All	

Print Date/Time: 11/13/2015 14:52 Login ID: rok\lbrewer inspection Type: *All		From Date: To Date: Inspection Status:	10/01/2015 10/31/2015 *All	Rockwall Fire Department FDID Number: TX504 Inspected By: *Ail
Status	Inspection Type			Total Number of Inspections
Pending	Annual			
	Certificate of Occupancy			00 00
	Construction Final			ω
	Fire Alarm System			16
	Fire Pump			4
	Foster Care / Adoption			
	Remote FDC			2
	Underground Fire Line			5
y or usy between out of the second	Wet Fire Spinkler System			12
			Total Pending :	: 57

147

Total :

11/13/2015 3:43:37PM		Permit Routin For the	City of Rockwall ig Report By Date Sent (then by permit) Period 10/1/2015 thru 10/31/2015	ıen by pe 31/2015	rmit)			Υ.	Page 1 of 3
Permit #	Appl. Date	Aging Address				Plan Review Detail	li		
	Permit Type	Description	Owner Name	Contact	Review Type	Status	Date Sent	Date Due (	Completed
BLD2015-018	02/06/15 COMM	281 537 IH 30 E Mattress Firm - REMODEL (was Sleep Train)	SABRE REALTY	Ariana Hargrove	FIRE 972-772-6431	APPROVED	10/01/15	10/11/15	10/01/15
CO2015-0105	09/30/15	45 3021 Ridge Rd. 102	RIDGE ROAD PROPERTIES	Ariana	FIRE CO	APPROVED	10/01/15		10/01/15
	CO			LIAIBIUVC					
CO2015-0106	10/02/15	43 2951 Ridge Rd 119 Diales de Dachana Di	REGENCY, CENTERS LP	Ariana Hargrove	FIRE CO	APROVED	10/02/15	10/05/15	- 10/07/15
BLD2015-115	08/04/15	102 2601 Lakefront Trail	ROCKWALL, RENTAL	Ariana	FIRE	COMMENTS NEEDED 10/05/15	D 10/05/15	10/15/15	10/05/15
	COMM		PROPERTIES LP	Hargrove	972-772-6431				CT 100 00 4
BLD2015-147	10/06/15	39 960A SIDS RD	RODD, HANNA'S AIR	Ariana	FIRE	APPROVED	10/06/15	10/16/15	10/07/15
	COMM	T-Mobile 3 new antennas & FRLBS behind the antennas	PERFORMANCE	Hargrove	972-772-6431				
SPEC2015-01	10/06/15	39 901 WILLIAMS	ROCKWALL, ASSEMBLY OF	Ariana	FIRE	APPROVED	10/06/15	10/13/15	10/06/15
	SPECIAL EVENT	NO MONSTERS BASH	GOD	Hargrove	972-772-6431				
CO2015-0107	10/08/15	37 2975 Discovery Blvd	ROCKWALL, ECONOMIC	Ariana	FIRE CO	APPROVED	10/08/15	10/11/15	10/08/15
	CO	COLMET SPRAY BOOTHS	DEVELOPMENT	Hargrove					
CO2015-0108	10/08/15	37 1785 IH 30 E 101	OLLOM, GREGORY D	Ariana	FIRE CO	APPROVED	10/08/15	10/11/15	10/08/15
	co	1		Hargrove					
RTE2015-005	10/08/15	37 606 S CLARK ST	MIKE HOGUE	Ariana	FIRE		10/08/15	10/18/15	
8	COMM			Hargrove	9/2-7/2-6431				
TCO2015-000		37 2975 Discovery Blvd	ROCKWALL, ECONOMIC DEVELOPMENT	Ariana Harorove	FIRE CO	APPROVED	10/08/15		10/08/15
	TCO	1							
BLD2015-141	C1/62/60		HULDINGS LLU, KUUK WALL ICE CREAM	Ariana Hargrove	FIKE 972-772-6431	APPROVED	10/09/15	10/19/15	10/09/15
01 D.015 140	10/08/15	37 2500 SH 66	REST. HAVEN FUNERAL	Ariana	FIRE	COMMENTS NEEDED 10/09/15	D 10/06/15		10/06/15
CH1-C107/CT1	COMM		HOMES INC	Hargrove	972-772-6431				
CO2015-0109	10/09/15 CO	36 557 IH 30 E I NIDEENIEN DAVEDV	BENT, TREE REALTY CO	Ariana Hargrove	FIRE CO		10/09/15	10/12/15	
RI 10015 150	10/12/15	33 2701 SUNSET RIDGE 409	TREND TOWER	Ariana	BIDE		09701701	1 5 00 01	
	COMM			Hargrove	972-772-6431	AFFRUVED	CI/71/01	CT/77/01	51/51/01
BLD2015-152	10/14/15	31 254 RANCH TRL	PATRIOT, PAWS	Ariana	FIRE	COMMENTS NEEDED 10/14/15	D 10/14/15	10/24/15	10/2/6/15
	COMM	PATRIOT PAWS		Hargrove	972-772-6431				
BLD2015-152	10/14/15	31 1975 ALPHA RD 201	DUKE, REALTY BEMC	Ariana	FIRE	APPROVED	10/14/15	10/24/15	10/16/15
	COMM	HTPN Family Medical Center At Rockwall expansion	KUCKWALL DEVELOPME	Hargrove	972-772-6431				
ENE2015-006	10/14/15	31 930 WHITMORE DRIVE	WHITMORE,	Ariana	FIRE		10/14/15	10/24/15	
18	COMM	1500 KVA TRANSFORMER 4000A SWITCHBOARD	MANUFACTURING CO	Hargrove	972-772-6431				
ELE2015-006	10/14/15	31 5001 GOLIAD ST. S	SUDDEN LINK	Ariana	FIRE		10/14/15	10/24/15	
	COMM	ELECTRICAL SERVCIE FOR SUDDEN LINK		Hargrove	972-772-6431				

PLAN12



11/13/2015 3:43:37PM		Permit Routin For the	City of Rockwall ag Report By Date Sent (then by permit) Period 10/1/2015 thru 10/31/2015	hen by pe /31/2015	rmit)				Page 2 of 3
Permit #	Appl. Date	Aging Address				Plan Review Detail			
-	Permit Type	Description	Owner Name	Contact	Review Type	Status	Date Sent	Date Due	Completed
MEC2015-01(		29 3001 RIDGE RD	AREZZO, HOME FAMILY HOLDINGS	Ariana Harerove	FIRE 972-772-6431		10/16/15	10/26/15	
	COMM			0					
SPEC2015-02	10/19/15	26 765130		Ariana Uprezona	FIRE 072 772 6421	APPROVED	10/19/15	10/26/15	10/30/15
	SPECIAL EVENT			time protection	1010 211 210				
BLD2015-155	C1/17/01	24 202 West ST N.	Cindy Seymore	Ariana Hargrove	FIKE 972-772-6431	APPROVED	10/21/15	10/31/15	10/26/15
		10 2475 Servinger Lor Commercial use	CITY OF BOCKWALL	Ariana	CIDE		10/01/15	21/12/01	
BLD2015-155		24 04.03 optinger Nu. adding dish equipments - Rise Broad Band	CITT, UF RUCAWALL	Analia Hargrove	гикс 972-772-6431		C1/17/01	C1/1C/01	
BLD2015-156	10/22/15	23 557 IH 30	BENT, TREE REALTY CO	Ariana	FIRE	COMMENTS NEEDED 10/22/15	0 10/22/15	11/01/15	10/26/15
	COMM	Unrefined Bakery - interior remodel		Hargrove	972-772-6431				
CO2015-0110	10/22/15	23 381 NATIONAL DR	WOOD, BROTHERS INVESTMENTS PARTNERSH	Ariana Hargrove	FIRE CO	APPROVED	10/22/15	10/25/15	10/26/15
CO2015-0111	10/22/15	23 2850 Ridge Rd #102	SABRE REALTY	Ariana	FIRE CO	APPROVED	10/22/15	10/25/15	10/26/15
	co	Van Chan's Chinese Restaurant		Hargrove					
BLD2013-190		702 2650 Champions Dr	SHORES, COUNTRY CLUB	Ariana Harerove	FIRE 972-772-6431	COMMENTS NEEDED 10/26/15	0 10/26/15	11/05/15	10/26/15
	COMM			2101 <sup>g</sup> m11					
CO2015-0112	CI/26/15	19-42/1H-30 Nail Fhiore	BUILDERS, ASSUCIATES #3	Ariana Hargrove	FIKE CU	APPKUVED	CT/07/01	S1/67/01	c1/87/01
6 D2015-158		18 1201 RIDGE RD	BENBROOKE, RIDGE	Ariana	FIRE	COMMENTS NEEDED 10/27/15	0 10/27/15	11/06/15	10/28/15
		Arboicdas - Inter remodei	PARTNERS LP	Hargrove	972-772-6431				
BLD2015-159		18 1309 Ridge Rd 100	ROCKWALL, HH LLC	Ariana	FIRE	APPROVED	10/27/15	11/06/15	10/30/15
	COMM	Edward Jones - Interior remodel w/ minor Electrical		Hargrove	972-772-6431				
ELE2015-006	10/27/15	18 1480 Justin	FLEXLAND, LP	Ariana	FIRE 077 777 6423	NOT REVIEWED	10/27/15	11/06/15	
	COMM			11dl glove	1040-711-716				
BLD2015-156	10/22/15 COMM	23 557 IH 30 Unrefined Bakery - interior remodel	BENT, TREE REALTY CO	Ariana Hargrove	FIRE 972-772-6431	APPROVED	10/28/15	11/07/15	10/28/15
BLD2015-158	10/27/15 COMM	18 1201 RIDGE RD Arholedas - Inter remodel	BENBROOKE, RIDGE PARTNERS LP	Ariana Hargrove	FIRE 972-772-6431	APPROVED	10/29/15	11/08/15	10/29/15
CO2015-0113	10/29/15	16 2880 RIDGE RD	GARY HAMMER	Ariana	FIRE CO	APPROVED	10/29/15	11/01/15	10/29/15
				нагдгоvе					
ELE2015-007		16 1704 Preakness Dr.	Cambridge CO	Ariana	FIRE		10/29/15	11/08/15	
	COMM	Rockwall Downs - Elec. for Irrg. & lighting to monument sizn		Hargrove	972-772-6431				
SPEC2015-02		26 765130		Ariana	FIRE	APPROVED	10/29/15	11/02/15	10/30/15
21		CHRISTMAS TREE LOT @HOME DEPOT		Hargrove	9/2-7/2-6431				
BU2015-161	10/30/15 COMM	15 1411 S GOLIAD Ada Pamp	T-ROCK, LP	Ariana Hargrove	FIRE 972-772-6431		10/30/15	11/09/15	
CO2015-0114		15 537 IH 30 E	SABRE REALTY	Ariana	FIRE CO	APPROVED	10/30/15	11/02/15	10/30/15
				Hargrove					
PLAN12									

CIRUN SYSTEMS

Page 3 of 3		Completed	11/02/15
			11/02/15
	10	Date Sent	10/30/15
	Plan Review Detail	Status	APPROVED
rmit)		Review Type	FIRE CO
(then by pe) 0/31/2015		Contact	Ariana Hargrove
City of Rockwall Permit Routing Report By Date Sent (then by permit) For the Period 10/1/2015 thru 10/31/2015		Омпег Name	PCB, PROPERTIES LLC
đ	Aging Address	Description	15 3045 N GOLIAD ST 109 Alliance Bank
	Appl. Date	Pěrmit Type	CO CO
11/13/2015 3:43:37PM	Permit #	Ħ	220



#### City of Rockwall GIS Department Report October 2015

#### GIS Project Request:

Month	2007	2008	2009	2010	2011	2012	2013	2014	2015	% Change from 2014	2015 Trend
January	5	14	19	24	31	21	26	28	38	35.71%	1
February	13	16	26	28	28	25	26	27	33	22.22%	↑
March	4	6	32	23	36	22	23	28	30	7.14%	↑
April	9	25	17	22	29	37	23	30	35	16.67%	$\uparrow$
May	16	25	18	30	32	33	38	24	31	29.17%	1
June	11	9	27	22	38	35	28	15	34	126.67%	1
July	15	24	15	32	23	27	21	31	41	32.26%	1
August	15	7	23	24	38	35	36	34	27	-20.59%	Ļ
September	9	7	28	31	37	27	20	39	50	28.21%	↑
October	10	33	32	39	40	39	27	44	38	-13.64%	Ļ
November	35	6	15	27	22	13	29	34			
December	10	13	13	28	22	17	28	19			
Total:	152	185	265	330	376	331	325	353	357		

Key Projects:

- (1) **New Internet Maps / GIS Day Prep**. Continue development of new suite of internet maps. Preparation for upcoming GIS Day event.
- (2) **911 Addressing**. Assigned addresses to new homes, businesses, and utilities. Updated state database.
- (3) **GPS Intern Projects**. New GPS projects locating all Screening Walls, Utility updates, Air Release Valves, and Grease Traps. Also updating Building Footprints.
- (4) **Lidar Data**. Utilized new Lidar 3D data for several engineering flood study projects.
- (5) **CommunityVIZ**. Began running studies on suitability and citywide land use through new analysis software.
- (6) **NCTCOG Next Generation 911**. Updating NCTCOG NG911 data and repairing any city or state MSAG errors.

Year to Date Project Request by Department:

Admin / HR / Internal Ops	0	
Building Inspections	0	
Citizen Request	0	
City Council	1	
City Manager's Office	0	
Neighborhood Improvement Services	s 0	
Engineering / Public Works	13	
Finance / Utilities	0	
Fire Department	1	
GIS (Citywide Projects)	7	
IT	0	
Main Street Program	1	
Outside Agencies	1	
Parks and Recreation	5	
Planning	4	
Police Department	4	
REDC	1	
Tot	tal 38	
Outside Agencies Parks and Recreation Planning Police Department REDC	1 5 4 4 1	

- (7) **Harbor District Concept Plan Update**. Update current conditions compared to original concept plan.
- (8) **Post EPA Inspection / CMOM**. Identified reporting needs, utility calculations, and other GIS data projects.
- (9) **Event Maps.** Created various event maps for Main Street program, Police Dept, Parks, and Impact.
- (10) **New 2015 Aerials and Contours Delivery.** Incorporate new data purchased from NCTCOG.

#### Rockwall Police Department Harbor District Call For Service October 2015

Incident Number	Date	Time	Common Name	Incident Type	Incident CFS Disposition
2015-00032913	10/03/2015	21:49:00	Cinemark Movies 12	Accident - Minor	Report
2015-00033929	10/11/2015	18:44:38	Cinemark Movies 12	Medical Emergency	EMS
2015-00034670	10/17/2015	15:19:33	Cinemark Movies 12	Investigation	No Report
2015-00036107	10/29/2015	16:37:39	Cinemark Movies 12	BMV	Report
2015-00036345	10/31/2015	16:00:46	Cinemark Movies 12	Missing Person	No Report
2015-00032903	10/03/2015	20:59:47	City Salon and Spa, Zeus Botique	Alarm-BUSN	False Alarm
2015-00033572	10/08/2015	21:19:18	City Salon and Spa, Zeus Botique	Alarm-BUSN	Cancelled Alarm
2015-00034818	10/18/2015	18:33:58	El Portillo De La Sandia	Investigation	No Report
2015-00035430	10/23/2015	23:32:40	En Fuego Tobacco Shop	Parking Violations	No Report
2015-00034486	10/15/2015	23:47:16	Glorias Restaurant	Alarm-BUSN	False Alarm
2015-00033697	10/09/2015	21:00:41	Harbor Building S	Intoxicated	No Report
2015-00034635	10/17/2015	04:48:45	Harbor Builidng T	Alarm-BUSN	False Alarm
2015-00034637	10/17/2015	05:50:56	Harbor Builidng T	Alarm-BUSN	False Alarm
2015-00032960	10/04/2015	02:29:22	Hilton	Intoxicated	No Report
2015-00034715	10/17/2015	22:02:27	Hilton	Investigation	No Report
2015-00034722	10/17/2015	22:47:49	Hilton	Property	Report
2015-00035424	10/23/2015	21:56:04	Hilton	Investigation	Arrest
2015-00035833	10/27/2015	07:04:10	Hilton	BMV	Report
2015-00035838	10/27/2015	07:56:19	Hilton	BMV	Report
2015-00036016	10/28/2015	21:09:50	Hilton	Disturbance	No Report
2015-00036123	10/29/2015	18:32:19	Hilton	Welfare Concern	No Report
2015-00032604	10/01/2015	20:27:48	The Harbor	Accident - Minor	No Report
2015-00033802	10/10/2015	18:06:21	The Harbor	Disturbed Person	Unable to Locate
2015-00034415	10/15/2015	14:42:58	The Harbor	Welfare Concern	No Report
2015-00034451	10/15/2015	20:28:59	The Harbor	Suspicious Activity	No Report
2015-00034742	10/17/2015	23:51:28	The Harbor	Investigation	No Report
2015-00035562	10/25/2015	01:00:42	The Harbor	Investigation	No Report
2015-00035746	10/26/2015	13:42:15	The Harbor	BMV	Report
2015-00036253	10/30/2015	18:29:18	The Harbor	Accident - Minor	No Report
			Common Name		
			Cinemark Movies 12	5	
			City Salon and Spa, Zeus Botique	2	
			El Portillo De La Sandia	1	
			En Fuego Tobacco Shop	1	
			Glorias Restaurant	1	
			Hilton	11	
			The Harbor	8	
			Total	29	

CITY OF ROCKWALL	INTERNAL OPERATIONS DEPARTMENT	FACILITY MAINTENANCE REQUESTS FOR SERVICE	OCTOBER 2015	
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DEPARTMENT	# FMR REQUESTS	# FMR REQUESTS RESPONDED TO W / IN 24 HOURS	# FMR REQUESTS NOT RESPONDED TO W / IN 24 HOURS	% ON TIME
ADMINISTRATION	14	14	0	100%
ADMINISTRATIVE SERVICES	3	ю	0	100%
AIRPORT	0	0	0	%0
ANIMAL SERVICES	£	ю	0	100%
BUILDING INSPECTIONS / NEIGHBORHOOD IMPROVEMENT	2	٢	-	20%
ENGINEERING	5	Ω	0	100%
FINANCE	ł	٢	0	100%
FIRE DEPARTMENT	30	29	-	97%
INTERNAL OPERATIONS	120	120	0	100%
MUNICIPAL COURT	10	8	2	80%
PARKS & RECREATION	16	16	0	100%
PLANNING & ZONING	0	0	0	%0
POLICE DEPARTMENT	37	37	0	100%
PUBLIC WORKS	7	7	0	100%
UTILITY BILLING	0	0	0	%0
TOTAL	248	244	4	98%

CITY OF ROCKWALL INTERNAL OPERATIONS DEPARTMENT RADIO SYSTEM REQUESTS FOR SERVICE OCTOBER 2015

DEPARTMENT	# OF REQUESTS	# OF REQUESTS RESPONDED TO W / IN 24 HOURS	# OF REQUESTS NOT RESPONDED TO W / IN 24 HOURS	% ON TIME
ANIMAL SERVICES		L	0	100%
CODE ENFORCEMENT	0	0	0	100%
FIRE DEPARTMENT	4	4	0	100%
EMS	0	0	0	100%
INTERNAL OPERATIONS	-	Ţ	0	100%
PARKS & RECREATION	0	0	0	100%
POLICE DEPARTMENT	a	Q	0	100%
PUBLIC WORKS	0	0	0	100%
UTILITY BILLING	0	0	0	100%
HEATH DEPT. PUBLIC SAFETY	n	n	0	100%
HOSPITAL CONTROL STATIONS	+	4	0	100%
SYSTEM ISSUES	4	~	0	100%
TOTAL	16	16	0	100%

## **Airport Operations Report**

For Month of October 2015

#### FUEL SALES

GALLONS SOLD	GROSS SALES	
202.00	\$741.00	
2,726.90	\$8,429.15	
2,928.90	\$9,170.15	
	202.00 2,726.90	202.00 \$741.00 2,726.90 \$8,429.15

#### HANGAR RENTAL REVENUE

TOTAL HANGAR RENTALS	\$2,970.55	
North Community Hangar Rental Revenue	\$650.00	
Nightly Tiedown Fees	\$7.00	
Enclosed Hangar Rental Revenue	\$120.00	
Transient Covered Hgr - Nightly	\$0.00	
Open T Hangar Rental Revenue	\$2,193.55	

#### HANGAR OCCUPANCY RATES

	TOTAL HANGARS	QTY RENTABLE	QUANTITY LEASED	OCCUPANCY RATE	
Open T Hangars	45	40	28	70.00%	
Closed Hangar Rentals	2	2	2	100%	
Open Hangar Cap Rentals	2	1	1	100%	
TOTAL HANGAR OCCUPANCY	49	43	31	72%	

Of the forty five hangars only forty can actually be rented. Most of these forty should be considered substandard and not easily marketed due to pad slope and width, electrical, and drainage issues.

CITY FEES DUE	FEE RATE	FRANCHISE FEE DUE	FUEL FLOWAGE FEES DUE	TOTAL FEES DUE
Fuel Sales ( Gallons Sold )	\$0.10	\$0.00	\$292.89	\$292.89
City Owned Hangar Rentals	5.00%	\$148.53	\$0.00	\$0.00
TOTAL FEES DUE		\$148.53	\$292.89	\$441.42

I certify the information and amounts submitted on this form are true and correct.

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Todd Parks Managing Director - Texas Air Center, LLC

# Rockwall Police Department Monthly Activity Report October-2015

ACTIVITY	CURRENT MONTH	PREVIOUS MONTH	YTD	YTD	YTD %	
	OCTOBER	SEPTEMBER	2015	2014	CHANGE	
		PART 1 OFF	FENSES			
Homicide / Manslaughter	0	0	0	0	0.00%	
Sexual Assault	0	1	11	6	83.33%	
Robbery	0	1	8	4	100.00%	
Aggravated Assault	3	3	31	22	40.91%	
Burglary	8	8	51	73	-30.14%	
Larceny	46	66	525	530	-0.94%	
Motor Vehicle Theft	2	0	30	43	-30.23%	
TOTAL PART I	59	79	656	678	-3.24%	
TOTAL PART II	152	138	1579	1386	13.92%	
TOTAL OFFENSES	211	217	2235	2064	8.28%	
	A	ADDITIONAL S	TATISTICS			
FAMILY VIOLENCE	24	12	167	172	-2.91%	
D.W.I.	12	15	166	180	-7.78%	
TEEN CURFEW	0	0	5	13	-61.54%	
		ARRES	TS			
FELONY	17	25	179	181	-1.10%	
MISDEMEANOR	60	86	681	777	-12.36%	
WARRANT ARREST	48	37	383	318	20.44%	
JUVENILE	1	3	26	62	-58.06%	
TOTAL ARRESTS	126	151	1269	1338	-5.16%	
		DISPAT	ГСН			
CALLS FOR SERVICE	1533	1597	15222	14739	3.28%	
		ACCIDE	NTS			
INJURY	12	19	101	109	-7.34%	
(INJURIES)	15	28	149	154	-3.25%	
NON-INJURY	64	48	540	448	20.54%	
FATALITY	0	0	1	1	0.00%	
(FATALITIES)	0	0	1	1	0.00%	
TOTAL	76	67	642	558	15.05%	
		FALSE AL	ARMS			
RESIDENT ALARMS	59	64	650	590	10.17%	
BUSINESS ALARMS	102	117	1219	1292	-5.65%	
TOTAL FALSE ALARMS	161	181	1869	1882	-0.69%	
Estimated Lost Hours	106.26	119.46	1233.54	1242.12	-0.69%	
Estimated Cost	\$2,527.70	\$2,841.70	\$29,343.30	\$29,547.40	-0.69%	
	ROCKWALL NARCOTICS UNIT					

#### **ROCKWALL NARCOTICS UNIT**

Number of Cases 3		
Arrests	7	
Arrest Warrants	4	
Search Warrants 1		
	Seized	
Cocaine	56.7 grams	
Meth	1.7 kilograms	
Heroin	28.3 grams	
Stolen Vehicle	1	
Stolen Gun	1	

#### **Rockwall Police Department**

Dispatch and Response Times

	October-2015					
	Police Department					
	Average Response Time					
Priority 1	Average Response Time	Number of Calls	145			
	0:00:48	Number of Calls	145			
Call to Dispatch						
Call to Arrival	0:05:36					
% over 7 minutes	23%					
	Average Response Time					
Priority 2		Number of Calls	298			
Call to Dispatch	0:01:08					
Call to Arrival	0:06:52					
% over 7 minutes	38.26%					
	Average Response Time					
Priority 3		Number of Calls	15			
Call to Dispatch	0:00:53					
Call to Arrival	0:07:11					
% over 7 minutes	33.33%					
*Priority 4	0:08:51	Number of Calls	982			
**Priority 5	0:03:21	Number of Calls	6			
	0.00.2		-			

\*Priority 4 call averages are not given because they are calls that do not require an immediate response by police. \*\*Priority 5 calls are incidents that officers initiate themselves therefore response times are not calculated.

#### Average dispatch response time goals are as follows:

Priority 1: 30 Seconds Priority 2: 45 Seconds Priority 3: 1 Minute

#### **Fire Department**

#### Average Response Time

Call to Dispatch Call to Arrival 0:00:17 0:06:43 Number of Calls 87

#### Overages

Incident No.	Date	Time Rec'd	Call Type	Time Disp	<b>Resp Time</b>	Reason
2015-00000894	10/08/2015	06:13:58	FD - Water Rescue	06:15:48	06:20:47	Water call out per Dallas PD
2015-00000897	10/10/2015	09:46:10	FD - Haz-Mat Incident	09:47:20	09:55:44	Bomb squad called out
2015-00000965	10/27/2015	22:58:06	FD - Residential Fire	22:59:23	23:13:59	Mclendon Chisholm / county address

### City of Rockwall Parks and Recreation Department FY16 October Report



The Center Facility Usage - Total number of visitors and participants that come thru The Center - includes Ongoing Activities. Average Participation per Hour - The Center Facility Usage divided by the number of hours the facility is open. Ongoing Activities Attendance - Non fee based activities conducted on a routine basis (Bingo, Exercise with Anita, etc).

#### Rockwall Animal Adoption Center Monthly Report CCHS at Rockwall October 2015

#### **DISPOSITION REPORT**

	October
Intakes	152
1045	1
Adopted	84
Returned to Owner	31
Rescued	24
Euthanized	9
Live Outcome %	93%
Number of Animals in Foster	2

#### FINANCIAL REPORT

Income	October
City of Rockwall	\$117,618
Adoption Fee Income	\$6,980
Impound Fee Income	\$1,040
Owner Surrender	\$855
General Donations	\$3,796
Medical	\$747
Quarantine Fee	\$30
Total Income	\$131,066

Expenses	October
Administrative Expenses (Payroll, etc)	\$19,577
Shelter Expenses (Microchips, Drugs, etc)	\$2,331
Veterinary Expenses	\$3,358
Professional Services	\$56
Total Expenses	\$25,322
Balance	\$105,744