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Consider authorizing the City Manager to execute an agreement with NewEdge Services, LLC for the purchase, installation and support of new permitting, licensing, and land software, in the amount of \$190,660 to be funded by the FY2019 Planning Department Budget, and take any action necessary.

Memorandum 54

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Consider a recommendation of the City Council's Naming Subcommittee regarding approval of a resolution renaming South Nash Street, and take any action necessary.

S Nash Renaming. 94

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P2019-014 - Consider a request by Mike Whittle and Randall Noe of Rockwall Rental Properties, LLC for the approval of a replat for Lots 16 & 17, Block 2, Alliance Addition, Phase 2 being a 0.98-acre tract of land identified as Lots 14 & 15, Block 2, Alliance Addition, Phase 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 57 (PD-57) for Commercial (C) District land uses, addressed as 6520 & 6530 Alliance Addition, and take any action necessary.

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P2019-015 - Consider a request by Matt Moore of Claymoore Engineering on behalf of Phil Wagner of the Rockwall Economic Development Corporation for the approval of a replat for Lot 4, Block E, Rockwall Technology Park Addition being a 3.634-acre parcel of land identified as Lot 1, Block E, Rockwall Technology Park Addition, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the FM-549 Overlay (FM-549 OV) District, located at the northwest corner of the intersection of Technology Way and Observation Trail, and take any action necessary.

P2019-015 104

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P2019-006 - Consider a request by Debora Allegranti of CBOCS Texas, LLC on behalf of Eric Borkenhagen of Kohls Illinois, Inc. for the approval of a replat for Lots 6 & 7, Market Center East Addition being a 9.012-acre tract of land identified as Lot 1, Market Center East Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 823 & 845 E. IH-30, and take any action necessary.

P2019-006 110

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Consider authorizing the City Manager to execute an agreement with Freese and Nichols, Inc. for the provision of professional services relating to a Roadway Impact Fee Update in the amount of \$41,424 to be funded by the FY2019 Planning Department Budget, and take any action necessary.

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Discuss and consider authorizing the City Manager to execute an agreement with Doliver Enterprises LLC dba HHW Solutions for the collection and disposal of household hazardous waste and take any action necessary.	
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Discuss and consider Shores Park crosswalk assessment study, and take any action necessary.	
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Discuss and consider recommendations from the Council's Hotel Occupancy Tax Funding (HOT) Subcommittee, and take any action necessary.	
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Discuss and consider adoption of resolutions related to HB3535 / SB1152 and related to HB2439 / SB1266 and other legislative matters, and take any action necessary.	
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ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, April 01, 2019 - 4:00 PM

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

I. CALL PUBLIC MEETING TO ORDER

II. WORK SESSION

1. Hold a work session to hear and discuss an update by PROS Consulting regarding the city's athletic facility feasibility study.

III. EXECUTIVE SESSION.

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

1. Discussion regarding legal issues pertaining to potential annexation pursuant to Section §551.071 (Attorney/Client Consultation).
2. Discussion regarding purchase, acquisition, abandonment, sale or lease of real property in the vicinity of Rockwall Municipal Airport and Downtown pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
3. Discussion regarding Breezy Hill Road pursuant to § Section 551.071 (Consultation with Attorney)
4. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees - specifically the N. TX Municipal Water District (NTMWD) Board (interviews) - pursuant to Section 551.074 (Personnel Matters)
5. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

IV. ADJOURN EXECUTIVE SESSION

V. RECONVENE PUBLIC MEETING (6:00 P.M.)

VI. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

VII. INVOCATION AND PLEDGE OF ALLEGIANCE – MAYOR PRUITT

VIII. PROCLAMATIONS

p.10 1. Child Abuse Awareness & Prevention Month

p.12 2. Public Water System Celebration Day

IX. OPEN FORUM

X. CONSENT AGENDA

- p.14** 1. Consider approval of the minutes from the March 18, 2019 regular city council meeting, and take any action necessary.
- p.23** 2. **Z2019-003** - Consider a request by Jeff Bresee of SET Engineers on behalf of James Watson of the Rockwall Independent School District (RISD) for the approval of an **ordinance** for a Specific Use Permit (SUP) for a Private Sports Arena, Stadium or Track on a 35.295-acre parcel of land identified as Lot 1, Block A, Rockwall High School Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 901 W. Yellow Jacket Lane, and take any action necessary **(2nd Reading)**.
- p.31** 3. Consider approval of an **ordinance** establishing the speed limit along SH 205 as fifty miles per hour (50 mph) between MP .575 (north of FM 552/Dalton) and MP .837 (the City's corporate limits), and take any action necessary. **(2nd reading)**
- p.34** 4. Consider approval of the Professional Engineering Services Contract with Cardinal Strategies Engineering Services, LLC to provide professional engineering services for miscellaneous consulting on stormwater issues and floodplain impacts in the City of Rockwall, to be funded by the FY2019 Engineering Consulting Budget and developer reimbursements, and take any action necessary.
- p.52** 5. Consider awarding a bid to TexasBit and authorizing the City Manager to execute a Purchase Order for Asphalt Pavement Repairs for H Wallace Lane, Lofland Road and Police Building Parking Lot in the total amount of \$402,730 to be funded by the FY2019 General Fund Streets Operations Budget, and take any action necessary.
- p.54** 6. Consider authorizing the City Manager to execute an agreement with NewEdge Services, LLC for the purchase, installation and support of new permitting, licensing, and land software, in the amount of \$190,660 to be funded by the FY2019 Planning Department Budget, and take any action necessary.
- p.94** 7. Consider a recommendation of the City Council's Naming Subcommittee regarding approval of a resolution renaming South Nash Street, and take any action necessary.
- p.98** 8. **P2019-014** - Consider a request by Mike Whittle and Randall Noe of Rockwall Rental Properties, LLC for the approval of a replat for Lots 16 & 17, Block 2, Alliance Addition, Phase 2 being a 0.98-acre tract of land identified as Lots 14 & 15, Block 2, Alliance Addition, Phase 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 57 (PD-57) for Commercial (C) District land uses, addressed as 6520 & 6530 Alliance Addition, and take any action necessary.
- p.104** 9. **P2019-015** - Consider a request by Matt Moore of Claymoore Engineering on behalf of Phil Wagner of the Rockwall Economic Development Corporation for the approval of a replat for Lot 4, Block E, Rockwall Technology Park Addition being a 3.634-acre parcel of land identified as Lot 1, Block E, Rockwall Technology Park Addition, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the FM-549 Overlay (FM-549 OV) District, located at the northwest corner of the intersection of Technology Way and Observation Trail, and take any action necessary.

- p.110 10. P2019-006** - Consider a request by Debora Allegranti of CBOCS Texas, LLC on behalf of Eric Borkenhagen of Kohls Illinois, Inc. for the approval of a replat for Lots 6 & 7, Market Center East Addition being a 9.012-acre tract of land identified as Lot 1, Market Center East Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 823 & 845 E. IH-30, and take any action necessary.
- p.116 11.** Consider authorizing the City Manager to execute an agreement with Freese and Nichols, Inc. for the provision of professional services relating to a Roadway Impact Fee Update in the amount of \$41,424 to be funded by the FY2019 Planning Department Budget, and take any action necessary.

XI. APPOINTMENT ITEMS

1. Appointment with the Planning and Zoning Chairman to discuss and answer any questions regarding cases on the agenda and related issues and take any action necessary.
- p.127 2.** Appointment with representatives of the Downtown Rockwall Association to discuss proposed event schedule and potential street closures in downtown, and take any action necessary.
- p.149 3.** Appointment with the city's ART Commission Chairman to review artist's design for the public art fiberglass guitar project, and take any action necessary.

XII. PUBLIC HEARING ITEMS

- p.158 1.** Hold a public hearing to discuss and consider an **ordinance** amending the Code or Ordinances in Ch. 44. Utilities; Article V. Water; Division 6. "Water Conservation" for the purpose of adopting a new Water Conservation Plan for the City, and take any action necessary. **(1st reading)**
- p.219 2.** Hold a public hearing to discuss and consider an **ordinance** amending the Code or Ordinances in Ch. 44. Utilities; Article V. Water; Division 7. "Drought Contingency & Water Emergency Response Plan" for the purpose of repealing it and adopting the "Water Resource and Emergency Management Plan" for the city, and take any action necessary. **(1st reading)**

XIII. ACTION ITEMS

- p.252 1.** Discuss and consider the overall concept plan and proposed Phase I of the Harbor Urban Beach Park, and take any action necessary.
- p.288 2.** Discuss and consider authorizing the City Manager to execute an agreement with Doliver Enterprises LLC dba HHW Solutions for the collection and disposal of household hazardous waste, and take any action necessary.
- p.302 3.** Discuss and consider Shores Park crosswalk assessment study, and take any action necessary.
- p.309 4.** Discuss and consider recommendations from the Council's Hotel Occupancy Tax Funding (HOT) Subcommittee, and take any action necessary.

- p.334** 5. Discuss and consider adoption of resolutions related to HB3535 / SB1152 and related to HB2439 / SB1266 and other legislative matters, and take any action necessary.

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

1. Departmental Reports

- p.339** Fire Department Monthly Report - February 2019
p.346 GIS Monthly Report - February 2019
p.348 Harbor PD Monthly Report - February 2019
p.350 Internal Operations Department Monthly Report - February 2019
p.354 Police Department Monthly Activity Report - February 2019
p.357 Recreation Monthly Report - February 2019
p.363 Rockwall Animal Adoption Center Monthly Report - February 2019
p.367 STAR Transit Quarterly Report
p.370 STAR Transit Monthly Report - February 2019

2. City Manager’s Report

XV. 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 legal issues pertaining to potential annexation pursuant to Section §551.071 (Attorney/Client Consultation).
2. Discussion regarding purchase, acquisition, abandonment, sale or lease of real property in the vicinity of Rockwall Municipal Airport and Downtown pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
3. Discussion regarding Breezy Hill Road pursuant to § Section 551.071 (Consultation with Attorney)
4. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees - specifically the N. TX Municipal Water District (NTMWD) Board (interviews) - pursuant to Section 551.074 (Personnel Matters)
5. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

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

XVII. ADJOURNMENT

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

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

I, Kristy Cole, City Secretary for the City of Rockwall, Texas, do hereby certify that this Agenda was posted at City Hall, in a place readily accessible to the general public at all times, on the 29th day of March, 2019 at 4:00 p.m. and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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

Date Removed

Rockwall,  Texas

Proclamation

Whereas, child abuse and neglect is a serious problem that affects every segment of our community, causing psychological, emotional and physical impacts that can have lifelong consequences for victims of abuse; and

Whereas, such atrocities not only directly harm children but also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, as well as risky behavior such as smoking; and

Whereas, effective child abuse prevention is cultivated by meaningful connections and partnerships between child welfare, education, health, community and faith-based organizations, businesses and law enforcement agencies; and

Whereas, the Child Advocacy Center of Rockwall County provides a multi-agency coordinated approach to the investigation, prosecution, and treatment of child abuse victims while providing a safe, child-friendly environment to more effectively seek justice and promote healing for Rockwall County's most vulnerable citizens; and

Whereas, Court Appointed Special Advocates - CASA volunteers - are assigned by the court to speak on behalf of a child's best interests, serving as a voice to ensure that children have the opportunity to grow up in a safe, loving, permanent home; and

Whereas, the Rainbow Room is an emergency item resource center for abused children in the CPS system and is accessible 24-hours a day, 7 days a week to provide clothing, shoes and toys to children who need extra support.

Now, Therefore, I, Jim Pruitt, Mayor of the City of Rockwall, Texas, do hereby proclaim **APRIL 2019** as

CHILD ABUSE AWARENESS AND PREVENTION MONTH

in the City of Rockwall and encourage all citizens to work together to promote awareness while taking meaningful actions that benefit children and families in our community.

In Witness Whereof, I hereunto set my hand and official seal this 1st day of April, 2019.



Jim Pruitt, Mayor

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Proclamation

Whereas, staff members in the City of Rockwall's Water Department plan and execute processes and procedures in order to provide superior water to benefit the health and wellbeing of the residents; and

Whereas, once every three years, the Texas Commission on Environmental Quality (TCEQ) conducts an in-depth inspection of our city's local water system, including facilities, maintenance, recordkeeping, and other areas that are vital to ensure the highest quality of water for Rockwall residents; and

Whereas, the TCEQ's inspection consists of 27 items, and no violations were found during the city's most recent inspection of the Rockwall water system, which was completed last month in March; and

Whereas, the City of Rockwall has consistently maintained a "superior" water rating in the State of Texas since 2007; and

Whereas, the recent TCEQ inspector provided positive feedback, including the following comments: "I wish every system maintained records as well as Rockwall does," and "Rockwall has one of the best Nitrification Plans I have seen;" and

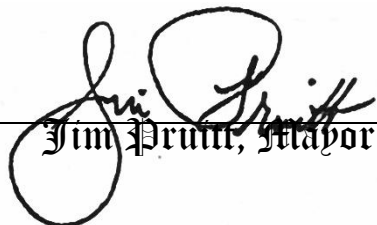
Whereas, with volumes of regulations applicable to public water systems, the accomplishments of the City of Rockwall's Water Department are commendable.

Now, Therefore, I, Jim Pruitt, Mayor of the City of Rockwall, do hereby proclaim **April 1, 2019**, as:

ROCKWALL'S PUBLIC WATER SYSTEM CELEBRATION DAY

and encourage all citizens and civic organizations to applaud the City of Rockwall's Water Department, including each and every one of its employees who meticulously and consistently work to ensure the highest water quality for our community.

In Witness Whereof, I hereunto set my hand and official seal this 1st day of April, 2019.



Jim Pruitt, Mayor

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ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, March 18, 2019 - 5:00 PM

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

I. CALL PUBLIC MEETING TO ORDER

Mayor Pro Tem Fowler called the public meeting to order at 5:00 p.m. Present were Mayor Pro Tem Kevin Fowler and Councilmembers Patrick Trowbridge, Dana Macalik, John Hohenshelt, Bennie Daniels and Trace Johannesen. Also present were City Manager Rick Crowley, Assistant City Managers Mary Smith and Joey Boyd and City Attorney Frank Garza. Mayor Jim Pruitt was absent from the meeting.

Mayor Pro Tem Fowler read the below listed discussion items into the record before recessing the public meeting to go into Executive Session.

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 legal issues pertaining to potential annexation pursuant to Section §551.071 (Attorney/Client Consultation).
2. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees - specifically the N. TX Municipal Water District (NTMWD) Board - pursuant to Section 551.074 (Personnel Matters)
3. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

III. ADJOURN EXECUTIVE SESSION

Council adjourned from Executive Session at 5:48 p.m.

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

Mayor Pro Tem Fowler reconvened the public meeting with 6 of the 7 council members being present (Pruitt absent).

V. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

No action was taken as a result of Executive Session.

VI. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER HOHENSHELT

Councilmember Hohenshelt delivered the invocation and led the Pledge of Allegiance.

VII. OPEN FORUM

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

Nick Grant
1569 E. Quail Run Road
Rockwall, TX

Mr. Grant came forth and shared concerns related to the cancellation of Household Hazardous Waste Disposal Day. He shared that citizens were not communicated with regarding its cancellation. Also, he is concerned about physical safety and environmental-related concerns pertaining to the potential 'replacement' solution if it entails hazardous items being left outside for curbside pick up.

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

VIII. CONSENT AGENDA

1. Consider approval of the minutes from the March 4, 2019 regular city council meeting, and take any action necessary.
2. Consider approval of an **ordinance** cancelling the May 4, 2019 General Election, and take any action necessary **(2nd Reading)**.
3. Consider approval of an **ordinance** establishing the speed limit along SH 205 as fifty miles per hour (50 mph) between MP .575 (north of FM 552/Dalton) and MP .837 (the City's corporate limits), and take any action necessary. **(1st reading)**
4. Consider authorizing a contract extension for Contract Mowing for one year to Grass Kisser Landscape Maintenance in the amount of \$80,437 to be funded from the General Fund, Parks Operations, Ground Maintenance budget, and take any action necessary.
5. Consider a Park Board recommendation regarding approval of a resolution of the City Council to the 86th Session of the Texas Legislature regarding the distribution of sporting good sales tax to the Texas Recreation and Parks Account, and take any action necessary.
6. Consider approval of a resolution authorizing and consenting to the City of Forney, TX providing sanitary sewer service to 487 additional acres of land through an amendment to the City of Forney's Wastewater Service Contract with Kaufman County Municipal Utility District (MUD) No. 3, and take any action necessary.
7. Consider approval of a resolution for the annual adoption of pro-rata equipment fees to be paid by developers in accordance with the Mandatory Neighborhood Park Land Dedication Ordinance, and take any action necessary.
8. Consider approval of a resolution for the annual adoption of cash-in-lieu of land fees to be paid by developers in accordance with the Mandatory Neighborhood Park Land Dedication Ordinance, and take any action necessary.

9. Consider a request by Mark W. Pross of Pross Design Group, Inc. on behalf of Carolina Molina of Alvaplast US (SPR Packaging) for the approval of an alternative tree mitigation plan in conjunction with an approved site plan for a warehouse/manufacturing facility on a 11.3736-acre tract of land identified as Tract 7 of the N. Butler Survey, Abstract No. 20, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated at the terminus of Aluminum Plant Road, and take any action necessary.
10. **P2019-009** - Consider a request by Mathias Haubert of Bohler Engineering on behalf of Daniel J. Porter of Dynamic Development for the approval of a replat for Lot 1, Block A, Brakes Plus Addition being a 0.653-acre tract of land currently identified as Lots 1 & 2, Billy Peoples #1 Addition, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, situated within the SH-205 Overlay (SH-205 OV) District, addressed as 1902 & 2000 S. Goliad Street [SH-205], and take any action necessary.

Councilmember Johannesen moved to approve the entire Consent Agenda (#s 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10). Councilman Trowbridge seconded his motion but expressed a desire to ask questions pertaining to Consent Agenda item #3. Clarifying questions and answers took place pertaining to the process involved in having speed limits altered. Following the brief discussion, the ordinances were read as follows:

**CITY OF ROCKWALL, TEXAS
ORDINANCE NO. 19-14**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS DECLARING UNOPPOSED CANDIDATES FOR THE OFFICES OF MAYOR AND CITY COUNCILMEMBER PLACE 1, CITY COUNCILMEMBER PLACE 3, AND CITY COUNCILMEMBER PLACE 5, AS ELECTED; PROVIDING THAT THE MAY 4, 2019 GENERAL MUNICIPAL ELECTION SHALL NOT BE HELD; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR AN EFFECTIVE DATE.

**CITY OF ROCKWALL, TEXAS
ORDINANCE # 19-__**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON STATE HIGHWAY 205 OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ROCKWALL, TEXAS, AS SET FORTH IN THIS ORDINANCE; PROVIDING A PENALTY OF A FINE NOT TO

EXCEED SUM OF \$200.00 FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

The motion passed by a vote of 6 ayes with 1 absence (Pruitt).

IX. APPOINTMENT ITEMS

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.

This item was not addressed by Council.

X. PUBLIC HEARING ITEMS

1. **Z2019-003** - Hold a public hearing to discuss and consider a request by Jeff Bresee of SET Engineers on behalf of James Watson of the Rockwall Independent School District (RISD) for the approval of an **ordinance** for a Specific Use Permit (SUP) for a Private Sports Arena, Stadium or Track on a 35.295-acre parcel of land identified as Lot 1, Block A, Rockwall High School Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 901 W. Yellow Jacket Lane, and take any action necessary **(1st Reading)**.

Planning Director Ryan Miller provided background information pertaining to this agenda item. The applicant is requesting the approval of a Specific Use Permit (SUP) for a Private Sports Arena, Stadium, or Track on the subject property. Currently, the Rockwall Independent School District (RISD) utilizes this area as an existing multi-purpose field that serves as a practice facility for various sports (e.g. softball, baseball, football, soccer, discus, etc.). According to the applicant, in order to protect vehicles and/or patrons of the nearby commercial businesses (e.g. Rooms-To-Go, Heritage Buick-GMC, the future Texas Roadhouse Restaurant and Marriott Towneplace Suites hotel) adjacent to the field, the school is requesting to construct a 40-foot fence/netting combination around the perimeter of the field. Notices were sent out to adjacent property / land owners; however, no responses were received back by staff. The Planning & Zoning Commission has recommended approval of this item by a vote of 4 in favor with 3 absences. If the City Council chooses to approve the applicant's request, staff proposed that the Council consider the following conditions of approval:

The applicant shall be responsible for maintaining compliance with the following conditions:

- The private arena, stadium, or track shall generally conform to concept and photometric plans and elevations depicted in Exhibits 'B', 'C', and 'D' of the attached ordinance;
- The light fixtures shall not be mounted above 40-feet in height.

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

Tim Listing, Construction Project Manager for RISD, came forth and addressed the Council concerning this agenda item, indicating that he is happy to answer any questions the Council may have.

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

Bob Wacker
309 Featherstone
Rockwall, TX

Mr. Wacker came forth and expressed that as long as there are not loud speakers or offensive lighting, he thinks this will be okay. As a side note, he expressed that he has some input related to changing of speed limits that he would like to share with staff/council.

There being no one else wishing to come forth and speak, Mayor Pro Tem Fowler closed the public hearing.

Councilman Trowbridge moved to approve Z2019-003. Councilmember Macalik seconded the motion. Mayor Pro Tem Fowler shared that he is not crazy about a large, black chain link fence, especially considering that it is visible from IH-30. The applicant briefly came forth and provided comments regarding Fowler's concerns. He also pointed out that the location abuts the rear of "Rooms-to-Go," so putting any sort of landscaping does not seem logical. He clarified that the chain link fence will be about 10' tall, and the netting will begin above that. He went on to briefly describe the netting that will be utilized. Various sport practices only will take place at the location (no games), so the netting will be utilized to essentially help ensure random sports balls do not escape the practice fields. Councilman Daniels expressed concern about the netting. He does not wish for netting like that which is used at a "Top Golf," for example, be visible from IH-30, especially in an "Overlay District." Councilman Johannesen questions why the City might grant all of these exceptions, other than the fact that the applicant is a school district. He is not sure that so many exceptions would be made if the applicant were not a school district. Brief discussion took place related to a grading study / plan. Following extensive discussion, the ordinance was read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 19-XX
SPECIFIC USE PERMIT NO. S-XXX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) OF THE CITY OF ROCKWALL, ROCKWALL COUNTY TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR A PRIVATE SPORTS ARENA, STADIUM, OR TRACK IN A COMMERCIAL (C) DISTRICT, SITUATED ON A 35.295-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 1, BLOCK A, ROCKWALL HIGH SCHOOL ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

The motion passed by a vote of 6 in favor with 0 absences.

2. **P2019-008** - Hold a public hearing to discuss and consider a request by Kevin Osornio on behalf of Jeaniffer Osornio for the approval of a replat for Lots 1 & 2, Block A, N. E. & J.O. Addition being a 0.46-acre parcel of land identified as Lot 2, Block A, Sanger Addition, City of

Rockwall, Rockwall County, Texas, zoned Single Family 7 (SF-7) District, situated within the Southside Residential Overlay (SOV) District, addressed as 705 Peters Colony, and take any action necessary.

Planning Director, Ryan Miller, provided background information pertaining to this agenda item. The applicant is requesting to replat a 0.46-acre parcel of land for the purpose of subdividing one lot (*i.e. Lot 2, Block A, Sanger Addition*) into two (2) lots (*i.e. Lots 1 & 2, Block A, N. E. & J. O. Addition*) in order to construct single-family homes on Lots 1 & 2. The subject property was annexed prior to 1959, is situated within the Southside Residential Neighborhood Overlay (SOV) District, and is zoned Single-Family 7 (SF-7) District. Thirty-nine public notices were sent out to adjacent land and property owners; however, no notices were received back by staff. The Planning & Zoning Commission has recommended approval of this item by a vote of 4 to 0.

On March 5, 2019, the Parks and Recreation Board reviewed the proposed *replat* and made the following recommendations:

1) The developer shall pay pro-rata equipment fees for Park District No. 21 in the amount of \$516.00 for Lot 2. This will need to be paid at time of final plat and is subject to change pending the City Council's adoption of the 2019 fees; and

2) The developer shall pay cash-in-lieu of land fees for Park District No. 21 in the amount of \$416.00 for Lot 2. This will need to be paid at time of final plat and is subject to change pending the City Council's adoption of the 2019 fees.

The surveyor has completed the majority of the technical revisions requested by staff, and this plat - *- conforming to the requirements for final plats as stated in the Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.

Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.

With the exception of the items listed in the *Conditions of Approval* section of staff's case memo, the plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the *Municipal Code of Ordinances*.

Following Mr. Miller's comments, Councilman Trowbridge moved to approve this item, including staff recommendations. Councilman Hohenshelt seconded the motion. The motion passed by a vote of 6 ayes with 1 absence (Pruitt).

XI. ACTION ITEMS

1. Discuss and consider authorizing the City Manager to execute an agreement with Doliver Enterprises LLC dba HHW Solutions for the collection and disposal of household hazardous waste and take any action necessary.

Assistant City Manager Mary Smith provided brief, introductory comments pertaining to this agenda item. She generally indicated that the company that had been providing "Household Hazardous Waste Day" services significantly increased its pricing, which caused the city to have to look for a potential alternative. Mr. Dick Demien came forth and briefly introduced himself. He shared that he is a long time Rockwall resident. He went on to share that this service is a "porch pickup" service (not a

curbside pickup). It is currently provided in various other cities within Texas. The company is a viable one with no known complaints against it. Indication was given that this will be a .99 cents per household, per month cost to citizens. His company is heavily regulated by the Texas Commission on Environmental Quality (TCEQ). He shared that their main goal is to allow citizens to come and pick up items and reuse them. They also encourage repurposing of items. Their last resort is taking items to an industrial-type landfill; however, it is not their preference. Councilman Hohenshelt expressed a little concern about extending a five-year contract. He prefers a one or two-year contract to start. Mr. Demien shared that there are provisions in the contract that will allow cancellation of the contract if his company is not 'doing its job.' City Attorney Frank Garza shared that he is still working with the company to clean up some of the language. Councilman Hohenshelt shared that he would like to have a final version of the contract brought back to Council for review and consideration, and he would like the 'cancel the contract' language to be very, very clear. Following the discussion, Councilman Hohenshelt moved to direct the city manager to negotiate the contract and bring it back to Council for approval at a future date. Councilman Daniels seconded the motion, which passed by a vote of 6 ayes with 1 absence (Pruitt).

2. Discuss and consider strategies for the IH-30 Corridor as stated in the IH-30 Corridor Planning Study, and take any action necessary.

Planning Director Ryan Miller provided background information pertaining to this agenda item, reminding Council that this topic was discussed at a work session with Council back on February 19. At that time, the City Council directed staff to prioritize the strategies listed in the IH-30 Commercial Corridor Planning Study based on the corridor zone that the strategy was intended to support. In response to this direction, staff has prepared several maps that summarize and prioritize the strategies for each of the targeted corridor zones. In prioritizing each strategy, staff took into account [1] the estimated costs of the strategy, [2] the time needed to implement the strategy, and [3] the perceived impact of the strategy. It was pointed out that staff's memo shows the strategies that staff believes may be more viably doable / workable versus those that may not be as viable. Mr. Miller pointed out that all of the approved strategies would be incorporated into the OURHometown Vision 2040 Comprehensive Plan and would form the framework for how the zone is developed in the future. Following brief discussion, Councilmember Hohenshelt moved to approve the removal of all the items (potential strategies) shown in red font on staff's memo. Councilman Trowbridge seconded the motion, which passed by a vote of 6 ayes with 1 absence (Pruitt).

XII. EXECUTIVE SESSION

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

1. Discussion regarding legal issues pertaining to potential annexation pursuant to Section §551.071 (Attorney/Client Consultation).
2. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees - specifically the N. TX Municipal Water District (NTMWD) Board - pursuant to Section 551.074 (Personnel Matters)
3. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

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

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

XIV. ADJOURNMENT

The meeting was adjourned at 6:55 p.m.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 1st
DAY OF APRIL, 2019.**

ATTEST:

Jim Pruitt, Mayor

Kristy Cole, City Secretary

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CITY OF ROCKWALL

ORDINANCE NO. 19-16

SPECIFIC USE PERMIT NO. S-206

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) OF THE CITY OF ROCKWALL, ROCKWALL COUNTY TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR A *PRIVATE SPORTS ARENA, STADIUM, OR TRACK* IN A COMMERCIAL (C) DISTRICT, SITUATED ON A 35.295-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 1, BLOCK A, ROCKWALL HIGH SCHOOL ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; 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 Jeff Breese of SET Engineers on behalf of James Watson of the Rockwall Independent School District (RISD) for the approval of a Specific Use Permit (SUP) to allow a *private sports arena, stadium, or track* in a Commercial (C) District on a 35.295-acre parcel of land being described as Lot 1, Block A, Rockwall High School Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 901 W. Yellow Jacket Lane, and being more specifically depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

SECTION 1. That the Unified Development Code (UDC) [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing a *private sports arena, stadium, or track* as stipulated by Section 1, *Land Use Schedule*, of Article IV, *Permissible Uses*, of the Unified Development Code (UDC) [*Ordinance No. 04-38*], on the *Subject Property*; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 4.4, *Commercial (C) District*, of Section 4, *Commercial Districts*, and Subsection 6.06, *IH-30 Overlay (IH-30 OV) District*, of Section 6, *Overlay Districts*, of Article V, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 04-38*] as heretofore amended and as may be amended in the future, and shall be subject to the following:

2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *private sports arena, stadium, or track* on the *Subject Property* and conformance to these stipulations is required for continued operations:

- 1) The *private sports arena, stadium, or track* shall generally conform to the concept plan, photometric plan, and building elevations depicted in *Exhibits 'B', 'C' and 'D'* of this ordinance;
- 2) The light poles shall not exceed 40-feet in height.

2.2 COMPLIANCE

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

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

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

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 1st DAY OF APRIL, 2019.

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: 03/18/2019

2nd Reading: 04/01/2019

Exhibit 'A'
Zoning Exhibit

Address: 901 Yellow Jacket Lane

Legal Description: Lot 1, Block A, Rockwall High School Addition

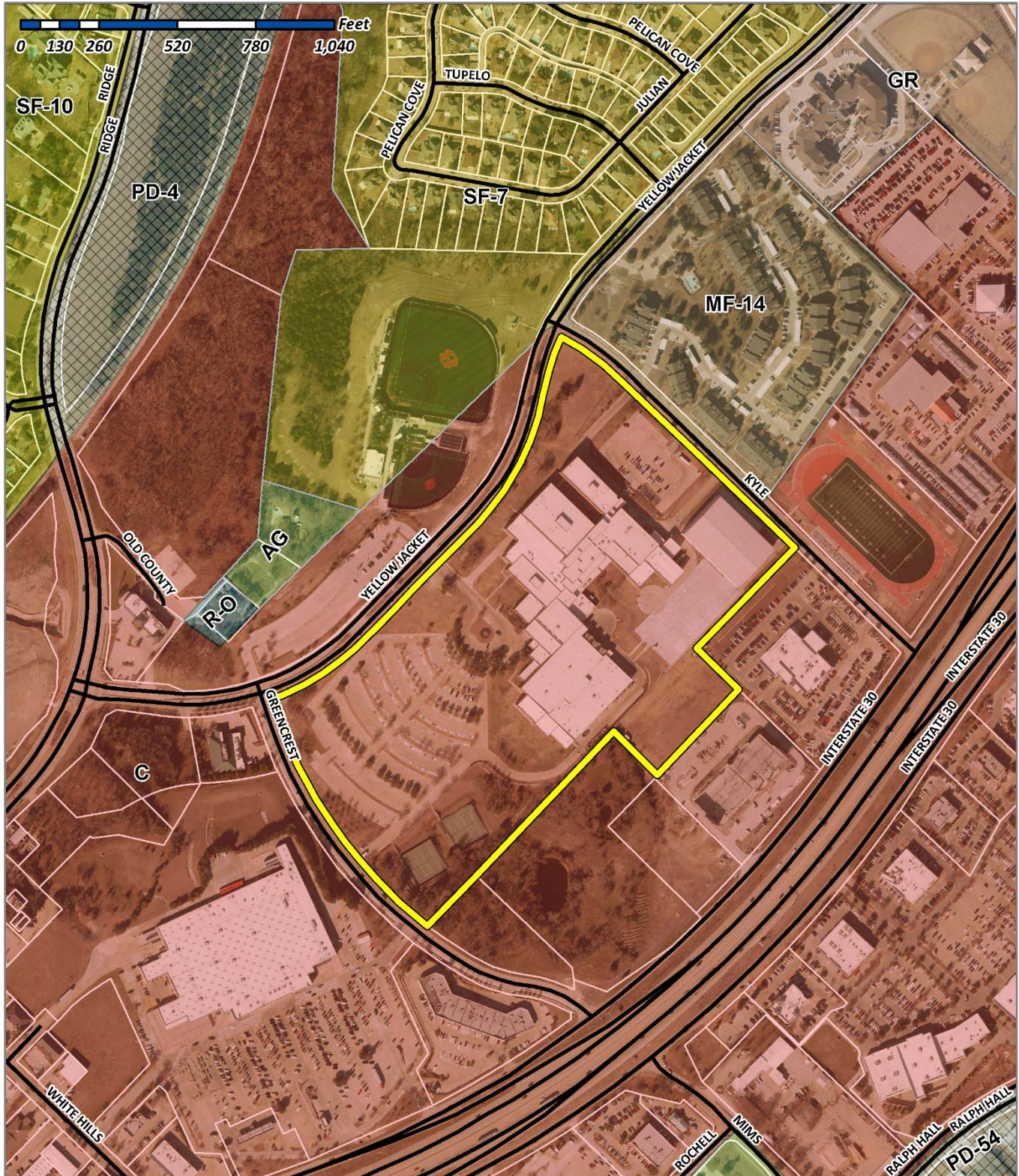
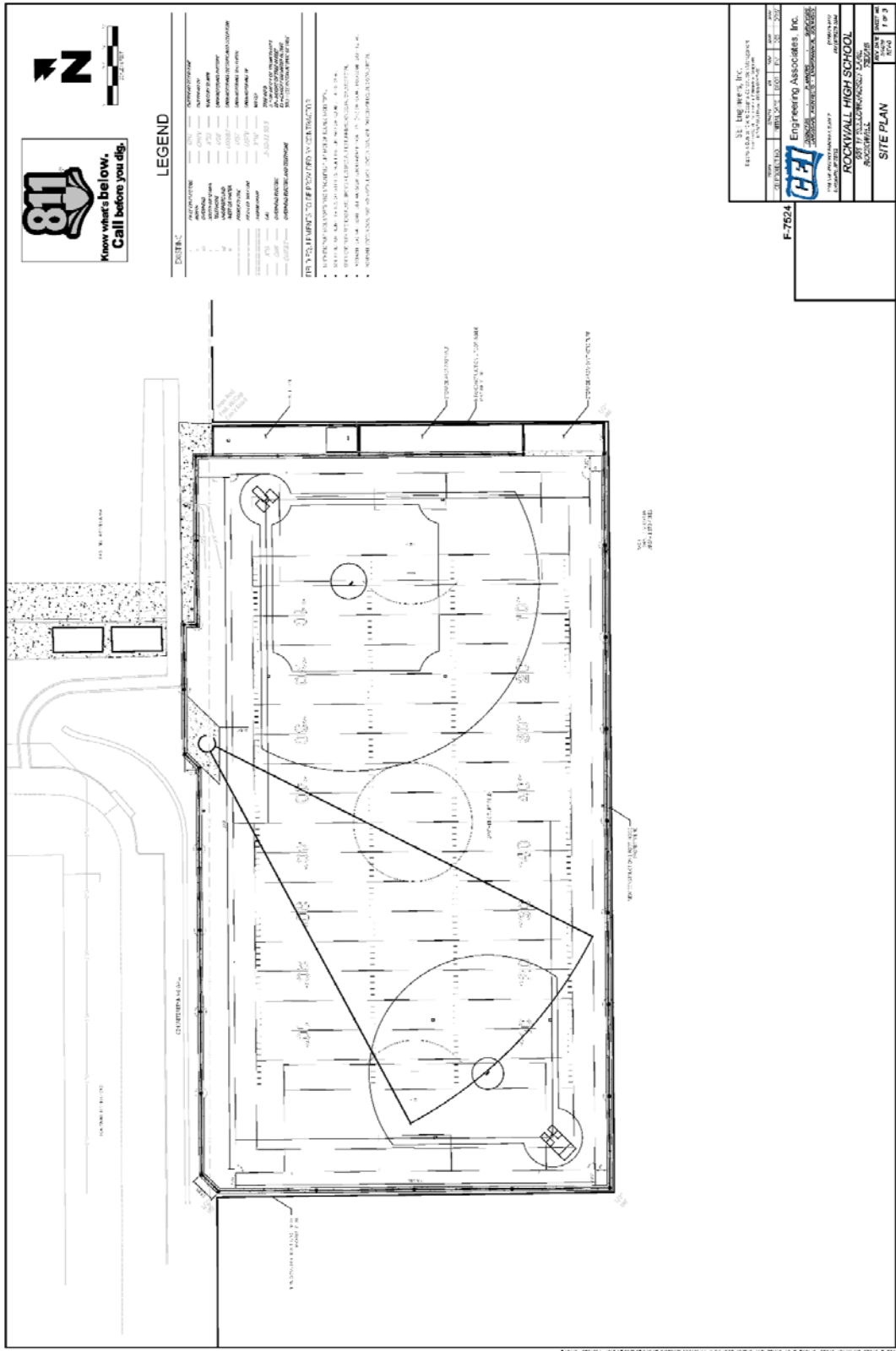


Exhibit 'B':
Concept Plan



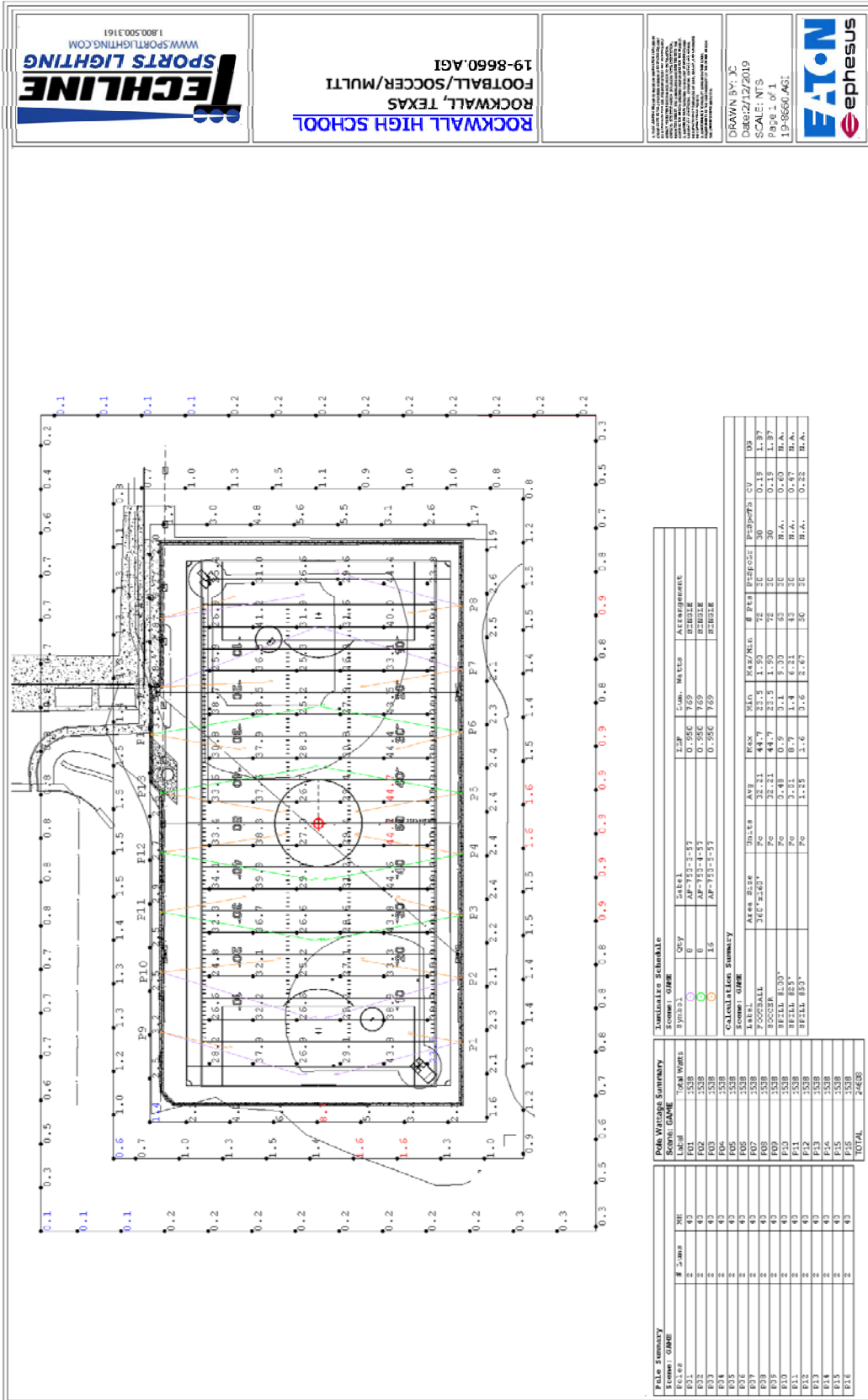
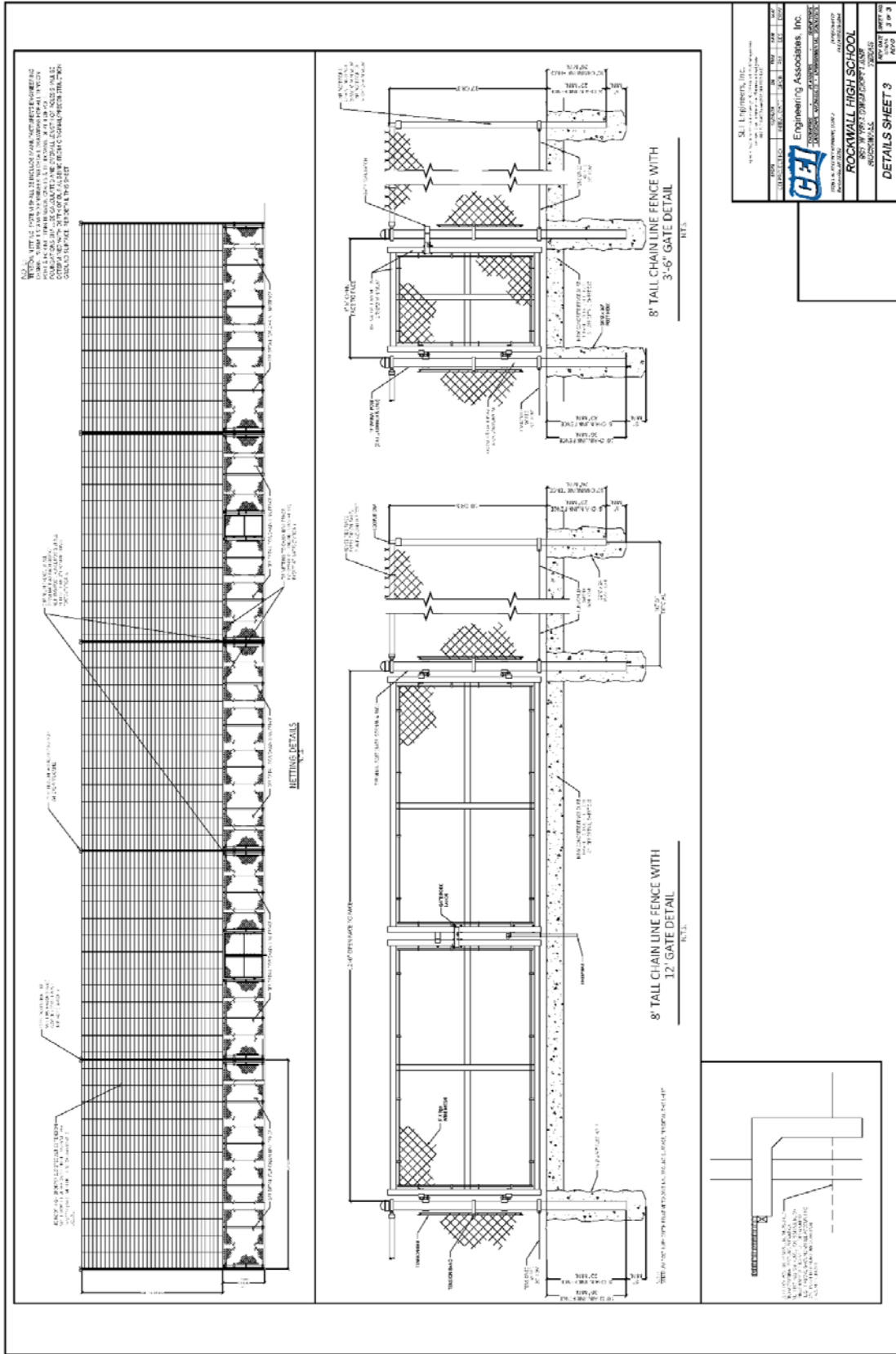


Exhibit 'D':
Concept Elevations



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CITY OF ROCKWALL, TEXAS

ORDINANCE # 19-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON STATE HIGHWAY 205 OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ROCKWALL, TEXAS, AS SET FORTH IN THIS ORDINANCE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED SUM OF \$200.00 FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration that width and condition of the pavement and other circumstances such portion of said street or highway, as well as the traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

SECTION 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Transportation Code, Section 545.356, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

SECTION 2. That from and after the date of the passage of this speed zone ordinance, no motor vehicle shall be operated along and upon State Highway 205 within the corporate limits of the City of Rockwall in excess of speeds now set forth in Exhibit "A."

SECTION 3. The Mayor of Rockwall is hereby authorized to cause to be erected, appropriated signs indicating such speed zones.

SECTION 4. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed Two Hundred Dollars (\$200.00).

SECTION 5. That if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and

applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 6. That this ordinance shall become effective immediately upon its passage and publication in accordance with the City Charter.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ON THIS THE 1ST DAY OF APRIL, 2019.

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: 03/18/2019

2nd Reading: 04/01/2019

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City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: March 26, 2019

SUBJECT: General Engineering Service Agreement

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

To recoup the City's review costs, a flood study review fee was implemented in 2013 by the City for developments requiring a flood study. The City currently uses HydroLogical Support Services, LLC, to perform reviews of flood studies and to assist the City in verifying the City's drainage requirement compliance. The Owner and Principal of HydroLogical Support Services, LLC is planning on retiring at the end of 2019 and will no longer be able to perform services for the City of Rockwall. In preparation of the consultant's retirement the Engineering Division called for a Request for Qualification for Professional Engineering Services for Miscellaneous Consulting on stormwater issues to find a new consultant to provided services for the City. The City received nine (9) Statement of Qualifications from professional engineering firms. Cardinal Strategies Engineering Services, LLC was selected to be the most qualified to perform services listed above for the City.

Staff requests the City Council consider approval of the Professional Engineering Services Contract with Cardinal Strategies Engineering Services, LLC to provide professional engineering services for miscellaneous consulting on stormwater issues and floodplain impacts in the City of Rockwall, to be funded by the 2019-2020 Engineering Consulting budget and developer reimbursement, and take any action necessary.

AW:jw

Cc:

Mary Smith, Assistant City Manager
Joey Boyd, Assistant City Manager
Jeremy White, P.E., CFM, Civil Engineer
File

STATE OF TEXAS

COUNTY OF ROCKWALL



PROFESSIONAL ENGINEERING SERVICES CONTRACT

This Agreement is made and entered into in Rockwall County, Texas, between City of Rockwall, Texas ("CITY"), a municipal corporation and political subdivision of the State of Texas, acting by and through its City Manager and Cardinal Strategies Engineering Services, LLC, ("ENGINEER"), located at 1401 N Central Expressway, Suite 220, Richardson, Texas, Engineers duly licensed and practicing under the laws of the State of Texas.

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

PROFESSIONAL ENGINEERING SERVICES for Miscellaneous Consulting on Stormwater Issues.

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

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

The term of this Agreement shall commence upon execution of this agreement and follow the

schedule described in Attachment “C”. In the event of termination, Engineer will assist the CITY in arranging a smooth transition process. However, Engineer’s obligation to provide services to the CITY will cease upon the effective date of termination, unless otherwise agreed in writing.

3. Method of Payment

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

4. Engineer's Standard of Care

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

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

5. Ownership of Documents

As part of the total compensation which CITY has agreed to pay Engineer for the professional services to be rendered under this Contract, Engineer agrees that hard copies of all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, preliminary reports, reports, bid packet/construction contract documents/advertisement for bids incorporating any CITY standard provisions provided by Engineer, will remain the property of the CITY. Engineer will furnish CITY with paper and electronic copies, to the extent they are available, of all of the foregoing to facilitate coordination, however, ownership of the underlying work product shall remain the intellectual property of the Engineer. Engineer shall have the right to use such work products for Engineer's purposes. However, such documents are not intended to be suitable for reuse by CITY or others on extension of the Project or on any other project. Any reuse

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

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

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

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

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

7. **INDEMNIFICATION**

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

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

8. Addresses for Notices and Communications

CITY

Amy Williams, PE, City Engineer

City of Rockwall

385 S. Goliad Street

Rockwall, Texas 75087

ENGINEER

Thomas Caffarel, PE, CFM, Engineering Services Manager

Cardinal Strategies Engineering Services, LLC

1401 N Central Expressway, Suite 220

Richardson, Texas 75080

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

9. Successors and Assigns

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

10. Termination for Convenience of the Parties

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

11. Changes

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

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

13. Reports and Information

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

14. Entire Agreement

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

15. Waiver

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

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees

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

20. State or Federal Laws

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

EXECUTED in triplicate originals on this ____ day of _____ 201_.

By: _____

Name: Michael Anderson.

Title: Principal

EXECUTED in triplicate originals on this ____ day of _____ 201_.

ATTEST:

City of Rockwall, Texas

Richard Crowley
City Manager

ATTACHMENT “A”

Scope of Service

8.

ATTACHMENT “B”

Payment Schedule

9.

ATTACHMENT “C”

Project Schedule

10.

ATTACHMENT “D”

Sub-Consultants

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

1. Sub-Consultant:

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

2. Sub-Consultant:

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

3. Sub-Consultant:

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

**EXHIBIT A
SCOPE OF SERVICES**

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

Project Description:

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

A. SPECIAL SERVICES

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

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

flood damage prevention ordinance and the City's Standards of Design and Construction.

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

B. ADDITIONAL SERVICES

1. Environmental Permitting or Investigations
2. Geotechnical Engineering or Investigations
3. Surveying Services
4. Groundwater Services or Investigations
5. Expert Witness Services

This scope of services is to be provided on a time and materials cost basis in accordance with the attached compensation/pricing schedule. The termination date of this contract is September 30, 2019. Unless agreed in writing by both parties to extend this contract, or unless either party gives notice to other part to terminate this contract prior to this termination date.

**EXHIBIT B
COMPENSATION/PRICING SCHEDULE**

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

2019 HOURLY CHARGES FOR PROFESSIONAL SERVICES

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

Principal	\$165 - \$195 per hour
Project Manager	\$150 - \$175 per hour
Senior Engineer	\$130 - \$165 per hour
Engineer	\$110 - \$140 per hour
Junior Engineer	\$90 - \$120 per hour
GIS Professional	\$90 - \$105 per hour
CAD Professional	\$65 - \$90 per hour
Admin / Clerical	\$60 - \$75 per hour

Expense Items

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

Unless otherwise agreed in writing to extend this contract, or unless either party to this contract gives notice to terminate, this contract will terminate on September 30, 2019.

EXHIBIT C

SCHEDULE

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

The term of this agreement shall commence upon execution of the agreement by both parties and will extend through September 30, 2019, unless otherwise terminated or extended as agreed in writing. Consulting services listed in Exhibit A will be scheduled on an as-needed basis during the term of contract and any extension as agreed. Consulting services will end immediately upon termination of the contract.

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CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Richard Crowley, City Manager
FROM: Lea Ann Ewing, Purchasing Agent
DATE: March 27, 2019
SUBJECT: Asphalt Pavement Reconstruction Projects

Approved in the General Fund, Streets & Drainage Construction and Repair budget is full depth asphalt pavement for H Wallace Lane (cost \$240,511), various sections of repair for Lofland Road (cost \$75,050) and full depth asphalt pavement requiring base reclamation for the Police Building Parking Lot (cost \$87,169). Total cost for these three projects is \$402,730 and this amount is within budget. The City has a current Asphalt Pavement Maintenance contract with Texas Bit Paving and Construction for this type of work.

For Council consideration is the approval of this work for \$402,730 and authorize the City Manager to execute a purchase order to Texas Bit.

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CITY OF ROCKWALL

CITY COUNCIL MEMORANDUM

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

CC: Rick Crowley, *City Manager*
Mary Smith, *Assistant City Manager*
Joey Boyd, *Assistant City Manager*

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

DATE: April 1, 2019

SUBJECT: Permitting, Licensing and Land Software (PLL)

The City's Development Services Departments have utilized TRAKiT since ~2003 for all permitting, licensing and land activities, and -- *with the exception of a DotNet upgrade in 2009 and miscellaneous upgrades to various modules* -- the core software has remained relatively unchanged (*i.e. the software is 15-years old*). In the *FY2018-2019 Budget* the Development Services Departments were approved \$200,000.00 to seek a replacement to the aging software. Based on this approval, a *Request for Proposals* was sent out with the City's criteria for the new software, and two (2) companies submitted bids. Only one (1) of the bids was within the stated \$200,000.00 budget, and as a result City staff recommends the City Council consider authorizing the City Manager to enter into a contract with *CityWorks/NewEdge Services, LLC* for the purchase, installation and support of *CityWorks Permitting, Licensing, and Land* software. This new software is from the same company that supplies the City's asset management software and will allow for an enterprise system to be setup between the City's permitting, licensing and land applications and the City's asset management applications. The total cost indicated in the contract provided by *CityWorks/NewEdge Services, LCC* is \$190,660.00 (*i.e. \$160,660.00 for NewEdge, LLC's installation and service and \$30,000.00 for the software from CityWorks*). Currently, the City Attorney is finalizing the contracts, but all pertinent information concerning the contract is attached to this memorandum. Should the City Council have any questions staff will be available at the April 1, 2019 meeting.

NewEdge Services, LLC

Master Agreement for Material and Services

This Material and Services Agreement (hereinafter “Agreement”), is between NewEdge Services, LLC, a Texas limited liability company, and its subsidiaries, parents, affiliates, successors, and assigns (“NewEdge”), and City of Rockwall, TX, and its subsidiaries, parents, affiliates, successors, and assigns, each of them (“Client”), each of which may be referred to in the singular as “Party” or in the plural as “Parties.”

Article I. SCOPE OF AGREEMENT

NewEdge shall provide to Client such Materials and Services as described in Appendix A – Statement of Work at the prices set therein, or any Order executed under this Agreement substantially in the form of Appendix B - Order, subject to the terms and conditions of this Agreement. Any Order in effect on the date when this Agreement expires or is terminated shall continue in effect until such Order either (i) expires by its own terms or (ii) is separately terminated, prior to its own scheduled expiration, as provided in this Agreement. The terms and conditions of this Agreement shall continue to apply to such Order as if this Agreement were still in effect.

Article II. TERM OF AGREEMENT

This Agreement shall commence and be effective on the date when signed by the last Party (“Effective Date”) and shall continue for a term of 2 year.

Commented [LC1]: I put 2 years to account for the implementation and also the 6 month and 1-year refresher training.

DEFINITIONS

“Affiliate” with respect to either Party to this Agreement or any Order under this Agreement means a business association that has legal capacity to contract on its own behalf, to sue in its own name, and to be sued, if and only if either (a) such business association owns, directly or indirectly, a majority interest in such Party (its “parent company”), or (b) a thirty percent (30%) or greater interest in such business association is owned, either directly or indirectly, by such Party or its parent company.

“Documentation” means all tangible and intangible written materials including user instructions and training materials or other such materials as necessary in NewEdge’s sole and exclusive judgment shall be required to demonstrate or explain a requirement, provision, or other detail.

“Information” means without limitation, with respect to a Party, all information of any sort in any form including without limitation confidential, proprietary or trade secret information of such Party or of a third party that is in the possession of such Party, including discoveries, ideas, concepts, know-how, techniques, processes, procedures, designs, specifications, strategic information, proposals, requests for proposals, proposed products, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, marketing plans, employee personal information, health or financial information, authentication credentials, operations, infrastructure, network and system configurations and settings, user interface designs, class libraries, objects, facilities, products, pricing whether expressed as fixed price or hourly rates, customer lists, regulatory compliance, competitors and other technical, financial or business information, whether disclosed in writing, orally, or visually, in tangible or intangible form, including in electronic mail or by other electronic communication.

Page 1 of 24

NewEdge Services, LLC – Confidential Information

This Agreement is not for use or disclosure outside the Parties to this Agreement, their Affiliates, and their third-party representatives, except under written agreement by the contracting Parties.

“Laws” includes all federal, state, provincial, regional, territorial and local laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by governmental authority.

“Material” means a unit of Documentation or software, whether created by NewEdge for Client as a custom application, un-modified commercial off the shelf software, or commercial off the shelf software modified by NewEdge at NewEdge’s election, purchased or licensed hereunder by Client from NewEdge or otherwise provided by or on behalf of NewEdge, including third party Material provided or furnished by NewEdge. “Material” shall be deemed to include any working or preliminary draft or revised draft whenever it shall be provided by NewEdge.

“Services” means anything that is not otherwise Material, including any labor or service, provided in connection with this Agreement or any Order under this Agreement.

“Specifications” means (a) NewEdge’s applicable specifications and detailed descriptions in whatever form such may be described in Appendix A – Statement of Work or any Order executed under this Agreement, and (b) Client’s requirements, requests, and descriptions specified in, or attached to, Appendix A – Statement of Work or any Order executed under this Agreement, which shall control over an inconsistency with Client’s specifications and descriptions wherever they may be stated except as expressly stated in this Agreement or any Order under this Agreement.

“Subcontractor” or “subcontractor” means any person or entity (including an agent) supplying labor or materials to perform any or all of either Party’s obligations under this Agreement or any Order under this Agreement, including any person or entity at any tier of subcontractors, and shall not be limited to those persons or entities with a direct relationship with such Party.

Article III. TERMS AND CONDITIONS

1.0 Delivery of Materials and Performance of Services

- 1.1 Delivery of Materials – NewEdge shall deliver Materials reasonably conforming to the Specifications provided in Appendix A – Statement of Work or any Order executed under this Agreement as provided in the section entitled Electronic Data Transmission and, as determined solely and exclusively in the discretion of NewEdge, such delivery of Materials shall constitute notice of completion (“Notice of Completion”) of the NewEdge promise of Materials.
- 1.2 Delivery of Services – NewEdge shall deliver Services reasonably conforming to the Specifications provided in Appendix A – Statement of Work and, as determined solely and exclusively in the discretion of NewEdge, such delivery of Services shall constitute Notice of Completion of NewEdge promise of Services.
- 1.3 Acceptance by Client – Client shall notify NewEdge in writing of non-acceptance of any such Materials or Services within 20 business days of receipt of Notice of Completion and, as determined solely and exclusively in the discretion of NewEdge, should any revisions, additions, conversions, or any other such adjustments be required, NewEdge in its sole and exclusive discretion shall deliver such Materials and Services within a time period determined by NewEdge as required to achieve reasonable compliance with the Specifications provided in Appendix A – Statement of Work. At such time as NewEdge determines the Materials and Services have achieved reasonable compliance with the Specifications provided in Appendix A – Statement of Work, NewEdge shall have no further obligation to provide to Client any revisions, additions, conversions, or any other such adjustments. At such time NewEdge shall be deemed to have completely fulfilled its obligations under the Agreement or any Order under this Agreement.

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NewEdge Services, LLC – Confidential Information

This Agreement is not for use or disclosure outside the Parties to this Agreement, their Affiliates, and their third-party representatives, except under written agreement by the contracting Parties.

2.0 License Grant

- 2.1 Client is granted a limited, nonexclusive, non-transferable license to use and distribute NewEdge's Materials solely and exclusively for the purposes of the objectives stated in Appendix A – Statement of Work, provided Client performs its obligations as described in the Agreement, including without limitation payment of fees as provided in the Agreement. Except as provided in the Agreement, no other license or right shall be granted or implied. Client shall not transfer any license granted by this Agreement or any Order under this Agreement to another without prior express consent of NewEdge. Any use, except as granted in this Agreement, shall be at sole risk of Client without liability to NewEdge.
- 2.2 Should Client utilize NewEdge's Materials in whole or part for any purpose, except as provided in the Agreement, or expressly authorized by NewEdge in a signed writing, Client hereby expressly releases NewEdge from all claims and causes of action resulting from such use, and agrees to defend, indemnify, and hold harmless NewEdge from all costs and expenses related to said claims and causes by any third party. Client's duty under this provision shall not constitute a waiver of any of NewEdge's rights or remedies under this Agreement or any Order under this Agreement or elsewhere.

3.0 Invoicing and Payment

- 3.1 Invoice Contents – NewEdge shall render an invoice for Materials and Services delivered as provided in Appendix A – Statement of Work specifying in reasonable detail: [i] Materials and Services to which the invoice applies, [ii] total amount due for each such Materials and Services delivered, [iii] total amount due for the invoice, [iv] date on which invoice was submitted ("Invoice Date"), and [v] either the physical address or direct deposit account via electronic fund transfer (EFT) to which payments must be remitted.
- 3.2 Invoice Payment Deadline – Client must remit payment in full for each invoice submitted pursuant to the Agreement or any Order under this Agreement for Materials and Services delivered as provided in Appendix A – Statement of Work no later than 30 calendar days after the Invoice Date.
- a. Temporary Suspension of NewEdge Performance – Should Client fail to pay any invoice within 30 calendar days of the Invoice Date, NewEdge may at its sole and exclusive election, upon written notice to Client, suspend further work until all outstanding invoices are paid in full. Client expressly agrees to indemnify and hold NewEdge harmless from any claim or liability under the Agreement or any Order under this Agreement or otherwise which may result from such suspension.
- b. Termination of the Agreement or any Order under this Agreement – Should Client fail to pay any invoice within 90 calendar days of the Invoice Date, NewEdge may at its sole and exclusive election, upon written notice to Client, terminate the Agreement. Upon such written notice of termination, Client shall pay in full all fees due under the Agreement or any Order under this Agreement without regard to what portion of the Materials and Services provided in Appendix A – Statement of Work were actually delivered by NewEdge. Client expressly agrees to indemnify and hold NewEdge harmless from any claim or liability under the Agreement or any Order under this Agreement or otherwise which may result from such suspension.
- c. Deemed Valid Invoices – Each invoice will be deemed valid when received by Client and shall be timely paid as provided herein.
- d. Unpaid Invoices and Collections – For any invoice not timely paid as provided in this provision, NewEdge may charge and Client agrees to pay interest on any such unpaid at the rate of one point five percent (1.5%)

per month (18% APR) for past due payments or the maximum rate allowed by law, whichever is less. Invoices not paid by Client within 90 calendar days may, at the sole and exclusive election of NewEdge, be pursued by collections or legal action. Should NewEdge elect to pursue collections or legal action, Client agrees to pay any reasonable fees incurred by NewEdge including without limitation collection agency fees, attorney fees and court costs in addition to amounts due under any invoice as provided in the Agreement.

- 3.3 Taxes Included in Invoice – Except as specifically noted on any invoice, all payment made by Client to NewEdge shall be deemed to include all taxes and other charges levied by any government agency on NewEdge relating to its services. Client is a tax exempt entity and shall provide evidence of same to NewEdge prior to receipt of the first invoice.

4.0 Personnel and Provision of Materials and Services

- 4.1 NewEdge Personnel – Personnel provided by NewEdge shall be considered solely the employees of NewEdge or its Subcontractors and not employees or agents of Client. NewEdge has and shall retain the right to exercise full control of and supervision over the creation of Materials and performance of the Services and full control over the employment, direction, assignment, compensation, and discharge of all personnel creating the Materials and performing the Services. NewEdge and its Subcontractors are and shall be solely responsible for all matters relating to compensation and benefits for all personnel provided by NewEdge.
- 4.2 Materials and Services Provided by Others – If any part of NewEdge Materials or Services is dependent upon work, information or other condition precedent Materials or Services by others under control of Client, then Client shall inspect to ensure such work, information or other condition precedent Materials or Services sufficiently fulfills the quality needed for NewEdge to create subsequent Materials and or perform subsequent Services. Each Party shall promptly report to the other Party any defect or other deficiency in work, information or other condition precedent materials or services by others under control of Client that renders such materials or services unsuitable for NewEdge's proper performance. In such case, the Parties shall work together to remedy such defects or deficiencies and NewEdge shall not be held in breach of any provision of the Agreement or any Order under this Agreement as a result of such defects or deficiencies.
- 4.3 Use of Subcontractors – NewEdge may, in its sole and exclusive discretion, use Subcontractors to create any portion of the Materials or perform any portion of the Services. NewEdge shall provide to Client, upon request, information about the Subcontractor including the identity, the location, and a complete description, of the activities to be performed by such Subcontractor. NewEdge shall remain responsible for the acts or omissions of its approved Subcontractors to the same extent as if such acts or omissions were performed by NewEdge.

5.0 Intellectual Property

- 5.1 Definitions – For purposes of this provision, the following terms govern:
- a. "Items" shall mean any or all inventions, discoveries, ideas, (whether patentable or not), and all works and materials, including but not limited to products, devices, computer programs, source codes, designs, files, specifications, texts, drawings, processes, data or other information or Documentation in preliminary or final form, and all Intellectual Property Rights in or to any of the foregoing.
 - b. "Excluded Materials" shall mean: [i] Client's Pre-Existing Materials; [ii] Client's Independently Developed Materials; and [iii] Client's Mere Reconfigurations.
 - c. "Client's Pre-Existing Materials" shall mean those Items owned by Client to the extent and in the form that they both existed prior to the date NewEdge began any work under this Agreement or any Order under this

Page 4 of 24

NewEdge Services, LLC – Confidential Information

This Agreement is not for use or disclosure outside the Parties to this Agreement, their Affiliates, and their third-party representatives, except under written agreement by the contracting Parties.

Agreement and were created without any use of any NewEdge Items. Client's Pre-Existing Materials shall not, however, include Paid-For Enhancements thereto.

- d. "Client's Independently Developed Materials" shall mean those Items that have been developed by Client, or on Client's behalf, both [i] without use of any NewEdge Items; and [ii] independently of any work performed under any Agreements between or among the Parties.
 - e. "Client's Mere Reconfigurations" means those specific reconfigurations of Client's Pre-Existing Materials performed by NewEdge, or on NewEdge's behalf, but only to the extent that such reconfiguration is an alteration to such Materials required to permit Client's Materials to function as a precondition as described in Appendix A – Statement of Work. In no event shall Mere Reconfigurations include enhancements, modifications, or updates that are not contained in Client's Pre-Existing Materials and that add any features, functionality, or capabilities.
 - f. "Intellectual Property Rights" means all patents (including all reissues, divisions, continuations, and extensions thereof) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content, or other intellectual property rights, protected under the Laws of any governmental authority having jurisdiction.
 - g. "Paid-For Development" means any and all Items to the extent produced or developed by or on behalf of Clients or its employees, agents, or direct or indirect contractors or suppliers (and whether completed or in-progress), or forming part of any Materials pursuant to this Agreement or any Order under this Agreement for the development of which NewEdge has been paid monies pursuant to this Agreement. Paid-For Development shall always exclude all Excluded Materials, but shall include (without limitation) any modifications, alterations or updates of any Excluded Materials that otherwise fall within the definition of Paid-For Development. NewEdge's ownership of Paid-For Development shall, of course, be subject to Client's underlying rights and ownership in Client's Excluded Materials.
 - h. "Provided Items" means Items created by or on behalf of NewEdge or directly or indirectly provided to Client (in any form, including, without limitation, verbally) by or on behalf of NewEdge.
- 5.2 Reservation of Rights – The Parties hereby acknowledge and agree that notwithstanding any other provision in the Agreement, NewEdge is not transferring or granting to Client any right, title, or interest in or to (or granting to Client any license or other permissions in or to) any or all: a) Items created by or on behalf of Client or directly or indirectly provided to Client (in any form, including, without limitation, verbally) by or on behalf of NewEdge; b) Paid For Development or c) Intellectual Property Rights, including, without limitation, any Intellectual Property Rights in or to any NewEdge Provided Items or Paid-For Development. The sole exceptions to the foregoing reservation of rights are that [1] NewEdge hereby grants Client such license as is described in Section 2.0 License Grant, [2] raw data collected [a] by client without NewEdge assistance or [b] by NewEdge for compensation on Client's behalf, and [3] customized Crystal Reports' reports created by NewEdge for compensation on Client's behalf. In no way expanding the foregoing license, said license in no manner permits Client to (and Client hereby promises not to without the explicit prior written and signed consent of NewEdge) make use of any NewEdge Provided Items, Paid-For Development or Intellectual Property Rights either for the benefit of any third party or other than as agreed in a signed writing by NewEdge or expressly provided in the Agreement.
- 5.3 Client Acts and Obligations – Client shall promptly take or secure such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be reasonably requested by NewEdge to evidence, transfer, perfect, vest or confirm NewEdge's right, title and interest in any Paid-For Development. Client shall, in all events and without the need of NewEdge's request, secure all Intellectual Property Rights in any Paid-For Development (and any licenses specified above in any

Excluded Materials) from each employee, agent, subcontractor or sub-supplier of Client who has or will have any rights in the Paid-For Development or Excluded Materials.

- 5.4 License Grant to Excluded Materials – If and to the extent that Client embeds any Excluded Materials in the Paid-For Development, Client hereby grants and promises to grant and have granted to NewEdge and its Affiliates a royalty-free, nonexclusive, sublicensable, assignable, transferable, irrevocable, perpetual world-wide license, in and to the Excluded Materials and any applicable Intellectual Property Rights of Client to use, copy, modify, distribute, display, perform, import, make, sell, offer to sell, and exploit (and have others do any of the foregoing on or for NewEdge's or any of its Affiliates behalf or benefit) the Excluded Materials but only for purposes of creating the Materials and performing the Services as provided in this Agreement.

6.0 Compliance

- 6.1 Compliance With Laws – Both Parties shall comply with all Laws attendant upon this Agreement or any Order under this Agreement and Client utilization of the Materials and Services provided in Appendix A – Statement of Work. Client shall procure all approvals, bonds, certificates, insurance, inspections, licenses, and permits that such Laws require for the performance of NewEdge under this Agreement. Client shall create and maintain any necessary records, provide any certificate, affidavit or other information or documentation requested or as otherwise required by NewEdge (a) to show compliance by Client with Laws, (b) to comply or otherwise establish Client's compliance with Laws or (c) to allow NewEdge to timely respond to any complaints, filings, or other proceedings. Client shall, to the extent it becomes aware of any new or previously unknown Law or other such requirement which may affect NewEdge's performance under this Agreement, promptly inform NewEdge of such requirement and agrees to indemnify, defend, and hold harmless NewEdge to the extent such requirements are not promptly communicated by Client to NewEdge.

7.0 Warranties

- 7.1 General Warranties - Each Party to this Agreement represents and warrants that such party is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party further represents and warrants to the other that the execution and delivery of the Agreement or any Order under this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. Client further represents and warrants that: (a) all information provided to NewEdge is complete, accurate and correct and any additional time or expense incurred by NewEdge to reperform, revise or otherwise redo work performed by NewEdge on any incomplete, inaccurate or incorrect information provided by Client to NewEdge shall be solely at Client's expense.
- 7.2 Warranty of Execution - Each Party represents and warrants that the execution and performance of this Agreement or any Order under this Agreement does not violate any applicable law or other contract or obligation to which Client is a party or is otherwise bound.
- 7.3 Warranty of Quality - NewEdge's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. NewEdge makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.
- 7.4 Warranty Disclaimers – Notwithstanding any assurance of any type elsewhere in the Agreement, NewEdge does not guarantee any specific result from the Materials or Services provided under the Agreement or any Order under this Agreement or that Client will achieve any specific result or end as a result of the Materials or Services

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NewEdge Services, LLC – Confidential Information

This Agreement is not for use or disclosure outside the Parties to this Agreement, their Affiliates, and their third-party representatives, except under written agreement by the contracting Parties.

provided by NewEdge to Client. THE MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND NewEdge SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES AND THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES. THIS DISCLAIMER SHALL BE ENFORCED TO THE EXTENT PERMITTED BY LAW IN THOSE JURISDICTIONS THAT MAY LIMIT THE EXCLUSION OF IMPLIED WARRANTIES.

- 7.5 Unascertainable Conditions - NewEdge shall not be required to sign any documents, no matter by whom requested, that would result in NewEdge's having to certify, guaranty, or warrant the existence of conditions that NewEdge cannot independently ascertain with certainty.

8.0 Confidentiality

- 8.1 General Confidentiality - Both Parties agree that any Information either provides to the other shall be deemed confidential, and shall be the providing Party's property. The receiving Party shall use such Information for the sole purpose of providing the Materials and performing the Services under this Agreement or any Order under this Agreement and such Information shall not be used for any other purpose except as expressly permitted under this Agreement. Upon expiration or termination of this Agreement or any Order under this Agreement or upon the providing Party's request, receiving Party shall promptly (i) return all copies of such Information in written, graphic or other tangible form, or (ii) certify the destruction of all documents and other material in the possession, custody or control of receiving Party, its affiliates, employees, representatives, subcontractors or agents that bear or incorporate any part of providing Party's Information.
- 8.2 Confidentiality Waivers - Neither Party shall not have an obligation to the other with respect to Information which: (a) at the time of disclosure was already known to the other free of any obligation to keep it confidential (as evidenced by the other Party's written records prepared prior to such disclosure); (b) is or becomes publicly known through no wrongful act (such obligations ceasing at the time such Information becomes publicly known); (c) is lawfully received from a third party, free of any obligation to keep it confidential; (d) is independently developed by a third party or by the Party against whom an obligation to protect such Information is to be enforced, as evidenced by Party's written records, and wherein such development occurred without any direct or indirect use of or access to the Information received from the Party seeking to enforce such obligation; or (e) the providing Party consents in writing to be free of restriction.
- 8.3 Required Disclosures of Confidential Information
- a. Compelled Disclosures of Confidential Information - If either Party is required to provide or disclose Information to any court or government agency pursuant to a written court order, subpoena, regulatory demand, or process of law, such Party must, unless prohibited by applicable law, first provide the other Party with prompt written notice of such requirement and reasonably cooperate with the other Party should it seek reasonable protective arrangements for the production of such Information. Both Parties will take reasonable steps to limit any such provision of Information to the specific Information required by such court or agency, and continue to otherwise protect all Information disclosed in response to such order, subpoena, regulation, or process of law.
- b. Limiting Disclosure of Confidential Information – Both Parties will limit the disclosure of Information to employees, representatives, subcontractors or agents with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have in writing either acknowledged a specific obligation to

maintain the confidentiality of Information or agreed to protect and keep confidential all proprietary information to which they have access in the scope of their employment.

9.0 Limitation of Damages and Indemnity

- 9.1 Limitation of Type of Damages - In no event shall either Party be liable to the other or any third party for any consequential or incidental damages regardless of whether either Party or third party has been apprised of such damages, however caused, based on any theory of liability including without limitation breach of contract or tort.
- 9.2 Limitation of Amount of Damages - THE MAXIMUM LIABILITY OF NewEdge AND NewEdge's OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, SUPPLIERS, AFFILIATES AND SUBCONTRACTORS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT TO NewEdge PURSUANT TO THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS SHALL IN NO EVENT INCREASE NewEdge's TOTAL LIABILITY BEYOND THE TOTAL FEES PAID BY CLIENT TO NewEdge UNDER THE AGREEMENT AND IN NO EVENT SHALL ANY OF NewEdge's OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, SUPPLIERS, AFFILIATES OR SUBCONTRACTORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE MATERIALS AND SERVICES PROVIDED UNDER THE AGREEMENT.
- 9.3 NewEdge Reliance on Client Information - NewEdge shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, manufacturers, suppliers, publishers of technical standards, and information from public records, without the need for independent verification. To the extent such information appears to be incomplete or inaccurate, NewEdge shall in good faith advise client accordingly and Client shall promptly cooperate to resolve such inaccuracies or provide such information as needed to provide NewEdge complete information. To the extent such inaccurate or incomplete information impedes or otherwise delays NewEdge's performance under this Agreement, Client agrees to indemnify, hold harmless, and defend NewEdge and its Affiliates, as well as their respective agents, distributors and subcontractors, individually or collectively, as the case may be, in accordance with this provision against any loss arising from, or in connection with, or resulting from, the Materials or Services furnished by NewEdge under this Agreement or any Order under this Agreement or acts or omissions with respect to this Agreement or any Order under this Agreement.
- 9.4 Client General Indemnity of NewEdge – To the extent allowed by law, Client agrees to indemnify, hold harmless and defend NewEdge, NewEdge's officers, directors, employees, agents, subcontractors and third-party suppliers or affiliates, at Client's expense, against any and all third-party claims, actions, proceedings, and suits brought against NewEdge or any of NewEdge's officers, directors, employees, agents, subcontractors, third-party suppliers or affiliates, and pay all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by NewEdge or any of NewEdge's officers, directors, employees, agents, subcontractors, third-party suppliers or affiliates, arising out of or relating to: (a) Client's breach of any term or condition of this Agreement; (b) Client's fraudulent, illegal or malicious use of the Materials or Services; (c) Client's violation of applicable Laws, rules or regulations in connection with the Materials or Services; (d) NewEdge's use of any content or information provided by Client to NewEdge; or (e) the disclosure of this Agreement. In such a case, NewEdge shall provide Client written or electronic notice of such claim, suit or action. Client shall cooperate as fully as reasonably required in the defense of any claim. NewEdge reserves the right, at NewEdge's own expense, to assume the exclusive defense and control of any matter subject to indemnification by Client.

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NewEdge Services, LLC – Confidential Information

This Agreement is not for use or disclosure outside the Parties to this Agreement, their Affiliates, and their third-party representatives, except under written agreement by the contracting Parties.

10.0 Termination

10.1 Termination for Cause

- a. This Agreement or any Order under this Agreement may be terminated in part or whole by either Party for [1] failure to comply with the terms and conditions of the Agreement, or [2] as provided elsewhere in the Agreement.
- b. In such case as Client elects to terminate for alleged deficiency in Materials provided or Services performed or alleged failure of NewEdge to comply with the terms and conditions of the Agreement or any Order under this Agreement and such alleged failure relates directly to the quality or consistency of the performance by NewEdge under the Agreement, Client shall provide written notice to NewEdge thirty (30) days in advance of the date of proposed termination. On receipt of such notice, Client shall work with NewEdge in good faith to allow NewEdge a reasonable time, exceeding such thirty (30) day period if reasonably necessary, to remedy such alleged deficiency or failure. If after such remedial effort, the alleged deficiency or failure, as determined by the Parties working together in good faith, has not been reasonably cured, the Agreement or any Order under this Agreement shall be deemed terminated.

10.2 Termination by Agreement – The Agreement or any Order under this Agreement may be terminated by a writing signed by both Parties. In such case, Client shall pay fees for work performed up to and including the date of agreed termination in compliance with the terms of the Agreement.

10.3 Temporary Suspension of Work – Should the Client desire to temporarily suspend work under this Agreement or any Order under this Agreement without terminating the Agreement or any Order under the Agreement, Client shall provide NewEdge thirty (30) days written notice of such suspension, the reasons for such suspension, and the proposed date on which work may recommence. Such temporarily suspended work may be resumed on a mutually agreed date but in no event shall NewEdge be required to agree to a date which unreasonably interferes with previous or anticipated commitments or scheduled events. In such case, Client shall pay fees for work performed up to and including the date of agreed suspension in compliance with the terms of the Agreement.

11.0 Miscellaneous Terms

11.1 Electronic Data Transmission

The Parties may exchange communications, documents, and other relevant Materials (“Data”) electronically, in place of tangible documents, and unless otherwise agreed in a signed writing, shall direct such Data to the respective contact listed in the Notices provision of this Agreement. The following additional conditions apply to any such exchanges:

- a. Statute of Frauds. All Data transmitted pursuant to this clause shall be deemed to be a “writing” or “in writing” for purposes of the Uniform Commercial Code. Any such Data containing or having affixed to it a Signature shall be deemed for all purposes to: (i) to have been “signed” and “executed,” and (ii) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.
- b. Method of Exchange. Data shall be exchanged by direct electronic or computer systems communication between NewEdge and Client or by indirect communications using a third-party service provider to translate, forward and/or store such Data. Each Party shall be responsible for the cost(s) and associated cost(s) of any such third-party service provider with which it contracts.

- 11.2 Independent Contractor - The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement or any Order under this Agreement shall be construed to (a) constitute Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (b) except to the extent expressly set forth in this Agreement, allow any Party hereto to create or assume any obligation on behalf of another Party hereto for any purpose whatsoever.
- 11.3 Cumulative Remedies - The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, by statute or otherwise, except in those cases where this Agreement or any Order under this Agreement specifies that a particular remedy is sole or exclusive, but neither Party may retain the benefit of inconsistent remedies. No single or partial exercise of any right or remedy with respect to one breach of this Agreement or any Order under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy with respect to the same or a different breach.
- 11.4 Assignment and Delegation - Neither Party may assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the prior written consent of the other Party, except as follows:
- a. Permitted Assignment of Rights or Delegation of Duties - Without securing the consent of the other, either Party may assign its rights, or delegate its duties, or both, in whole or in part: to any present or future Affiliate of assigning Party, to any lender providing financing to assigning Party, or to any third party that assumes the operation of or otherwise acquires any substantial portion of the business of assigning Party affected by this Agreement.
 - b. Delegation Permitted by this Agreement - NewEdge may subcontract its performance subject to the Section entitled "Use of Subcontractors."
 - c. Assignment of Right to Receive Money – Either Party may assign its right to receive money due hereunder, but any assignment of money is void to the extent (a) the assignor fails to give the non-assigning Party at least thirty (30) days prior notice, (b) the assignment purports to impose upon the non-assigning Party additional costs or obligations in addition to the payment of such money, or (c) the assignment purports to preclude non-assigning Party from dealing solely and directly with assigning Party in all matters pertaining to this Agreement.
 - d. Non-Compliant Assignment and Delegations are Void - Any assignment, delegation or transfer for which consent is required hereby and which is made without such consent given in writing is void.
- 11.5 Entire Agreement - This Agreement, including all appendices, exhibits, attachments and documents incorporated by reference, constitutes the final, complete, and exclusive expression of the Parties' agreement on the matters contained in this Agreement. The terms of this Agreement or any Order under this Agreement shall govern in lieu of all other pre-printed, standardized or other provisions that may otherwise appear in any other paper or electronic record of either Party. All prior written and oral negotiations and agreements, and all contemporaneous oral negotiations and agreements, between the Parties on the matters contained in this Agreement or any Order under this Agreement are expressly merged into and superseded by this Agreement or any Order under this Agreement. The Parties do not intend that the provisions of this Agreement or any Order under this Agreement be explained, supplemented, or qualified through evidence of trade usage or any prior course of dealings or any course of performance under any prior agreement. In entering into this Agreement or any Order under this Agreement, neither Party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement of the other Party except for those expressly contained in this Agreement or any Order under this Agreement. There are no conditions precedent to the effectiveness of this

Agreement or any Order under this Agreement other than any expressly stated in this Agreement or any Order under this Agreement.

- 11.6 Orders – Client may order Materials or Services by submitting Orders in connection with this Agreement that are substantially in the form of Appendix B – Order Form.
- 11.7 Force Majeure - If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under this provision.
- a. Definition of Force Majeure Event - For purposes of this agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, ordinance, or other statutory or regulatory provision with which such Party must comply, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.
 - b. Force Majeure Event Notice Requirement - If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.
- 11.8 Time Not of the Essence – Time is not of the essence.
- 11.9 Governing Law - This Agreement and all Orders under the Agreement shall be construed in accordance with the Laws of the state of Texas, without regard to principles of conflicts of law and excluding the United Nations Convention on Contracts for the International Sale of Goods. For purposes of applying its Uniform Commercial Code, the Materials and Services provided under this Agreement or any Order under this Agreement shall be deemed to be "goods."
- 11.10 Forum
- Forum for Judicial Actions - Other than to the extent expressly set forth below in this provision, any legal action or proceeding arising out of or relating to this Agreement or the transactions it contemplates shall be brought only in the Fort Worth Division of the United States District Court for the Northern District of Texas or in any Texas state court sitting in Fort Worth, Texas, and each Party consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such Judicial Action and waives any claim of forum non conveniens in connection therewith and objection to venue laid therein. Process in any such judicial action may be served on a Party anywhere in the world, whether within or without the State of Texas. The choice of forum above shall not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.
- 11.11 Amendments and Waivers

- a. General Amendment - The Parties may not amend this Agreement or any Order under this Agreement except by a written agreement of the Parties that identifies itself as an amendment to this Agreement or any Order under this Agreement and is signed by both Parties.
- b. General Waivers of Rights - No waiver of any right or condition is effective unless given in writing and signed by the Party waiving such right or condition. No delay or omission by either Party to exercise any right or power it has under this Agreement or any Order under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach, condition or covenant shall not be construed to be a waiver of any succeeding breach or condition or of any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- c. Changes to Scope of Materials or Services - Changes to scope of the Materials or Services as described in this Agreement or any Order under this Agreement must be expressly stated and comply with the terms of this Agreement.

11.12 Severability - If any provision of this Agreement or any Order under this Agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions of this Agreement or any Order under this Agreement shall remain in full force to the extent both the economic and legal substance of the transactions contemplated by this Agreement or any Order under this Agreement are not affected in any manner that is materially adverse to either Party by severing the provision determined to be invalid, illegal, or unenforceable.

11.13 Construction and Interpretation

- a. Joint Drafting and Understanding - This Agreement has been prepared jointly and has been the subject of arm's length and careful negotiation. Each Party has been given the opportunity to independently review this Agreement with legal counsel and other consultants, and each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of its provisions. Accordingly, the drafting of this Agreement is not to be attributed to either Party.
- b. General Construction
 - (1) Headings contained in this Agreement or any Order under this Agreement are for reference purposes only and are not to affect the meaning or interpretation of this Agreement.
 - (2) The word "include" in every form means to include without limitation by virtue of enumeration and a derivative of a defined term shall have the meaning appropriate to the context of its use.
 - (3) References to content posted on any website referred to in this Agreement or any Order under this Agreement shall mean such content as it may be revised from time to time.
 - (4) Whenever this Agreement or any Order under this Agreement refers to a consent or approval to be given by either Party, such consent or approval is effective only if given in writing and signed by the Party giving approval or consent.
 - (5) The use of singular words includes the plural and vice versa.

11.14 Third Party Beneficiaries - Except as expressly set forth to the contrary in this Agreement, there are no third-party beneficiaries of this Agreement or any Order under this Agreement, and this Agreement or any Order under this Agreement shall not provide any third person or entity with any remedy, claim, liability, reimbursement, claim of action or other legal or equitable right in excess of those existing without reference to this Agreement. NewEdge's Materials and Services provided through this Agreement or any Order under this Agreement are solely for the benefit of the Client.

11.15 Survival of Obligations - Obligations and rights under this Agreement or any Order under this Agreement that by their nature would reasonably continue beyond the termination or expiration of this Agreement or any Order under this Agreement (including without limitation those in the Sections entitled "Intellectual Property," "Compliance," "Warranties," "Confidentiality," Limitation of Damages and Indemnity," and "Miscellaneous Terms") shall survive the termination or expiration of this Agreement or any Order under this Agreement.

11.16 Notices

- a. Each Party giving or making any notice, consent, request, demand, or other communication pursuant to this Agreement or any Order under this Agreement must give the notice in writing and use one of the following methods, each of which for purposes of this provision is a writing: by hand; certified mail (return receipt requested and postage prepaid); U.S. Postal Service overnight or priority mail; internationally recognized overnight courier (in either case with all fees prepaid); or email. Each Party giving a notice shall address the notice to the appropriate person (the "Addressee") at the receiving Party at the address listed below:

(1) **NewEdge:**
Laura Carr, Chief Operating Officer
9191 Kyser Way, Suite 103
Frisco, TX 75033
469-888-5044 - lcarr@newedgeservices.com

(2) **CLIENT:**
Lance Singleton, GIS Supervisor
385 S. Goliad St.
Rockwall, TX 75087
972-772-6785 – lsingleton@rockwall.com

- b. A notice is effective only if the Party giving notice has complied with the foregoing requirements of this Section and the Addressee has received the notice. A notice is deemed to have been received as follows:

- (1) If a notice is furnished by hand, on the date of delivery if delivered during business hours on a business day (otherwise on the next business day);
- (2) If a notice is sent by certified mail, U.S. Postal Service overnight or priority mail, or internationally recognized overnight courier, upon the date of delivery as indicated by the receipt or other tracking record;
- (3) If a notice is sent by e-mail, upon successful transmission to the recipient's email account, if such notice is sent in time to allow it to be accessible by the Addressee before the time allowed for giving such notice expires, and a confirmation copy is sent by one of the other methods.
- (4) The addresses and telephone numbers to which notices may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

12.0 Transmission of Original Signatures and Executing Multiple Counterparts

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of original signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

City of Rockwall	NewEdge Services, LLC
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

APPENDIX A – STATEMENT OF WORK

1) Description of Materials and Services:

a) **Implementation of the Cityworks Server PLL Software**

Task 1 – Kick-off Meeting and Technical Review

NewEdge kicks off all Cityworks Server PLL implementation projects with an on-site kick-off meeting. During this meeting, NewEdge staff will collect information that will be input into the Cityworks database such as employee lists, fee schedules, sample permit applications and backup databases if applicable.

NewEdge staff will be on-site for up to 5 days to conduct the kick-off meetings. Sessions scheduled for this day include but are not limited to:

- Introductory Presentation and Project Planning – 1 Hour. NewEdge staff introduces Server PLL to City staff and the plan for the implementation
- Technical Review – 3 Hours. Conducted with GIS and IT staff, NewEdge will review hardware and software versions and configurations and perform a GIS Data Review. Will discuss in-depth UniqueIDs for GIS features and their importance in Cityworks. NewEdge will also evaluate the existing installation and configuration of the Server AMS software.
- Building Inspections Datasource Review – 8 Hours. Review workflows for the issuing and tracking of building permits. Discuss fee structures, application intake data, collect printed out permits, Certificates of Occupancy and discuss reporting needs. During this time Contract Licensing will also be reviewed.
- Planning & Zoning and Land Development Datasource Review – 8 Hours. Review workflows for the issuing and tracking variances, zoning modifications, SUPs, etc. Discuss fee structures, application intake data and discuss reporting needs.
- Code Enforcement (Neighborhood Improvement) Datasource Review – 4 Hours. Review workflows for receiving Code issues, tracking Code cases, fees, documents and reporting requirements.
- Fire Marshal's Office – 4 Hours. Review workflows, review requirements, reporting needs.
- Engineering – 4 Hours - Review workflows for receiving Code issues, tracking Code cases, fees, documents and reporting requirements.

Deliverables:

- Five days on-site for kick-off and technical review meetings.
- Implementation Plan and Strategy

Task 2 – Cityworks Database Design and Configuration

The NewEdge implementation team will take the information collected from the kick-off and technical review meetings and configure the Cityworks Server PLL database. Configuration of the Cityworks database will include but not be limited to:

- Track Reporting from Citizens
- Workflows for all departments and divisions
- Fees
- Case Data (Application Information)
- Print Documents for Permits
- Reporting

This task is constant across the duration of the project. During reviews and on-site meetings and even into training and on-site support, the Cityworks database will be continuously evolving. Rather than relying on long periods of user testing and user acceptance, NewEdge relies more on regular reviews with the client. With this philosophy, NewEdge staff and our clients are in constant communication and on the same page. NewEdge does NOT make custom modifications to the Server PLL software. Through our experience with previous permitting and code enforcement clients, we feel the software can be configured, out of the box, to accommodate all workflows for those services and divisions.

Deliverables:

- Configured Cityworks Database

Task 3 – Workflow Assessment

NewEdge will return to the City for an on-site workflow assessment. Conducted by NewEdge staff, the team will review, in detail, the existing workflows and business processes. The workflows will be reviewed using the configured Cityworks database from Task 2. Modifications can be made to the database at this point. The NewEdge team will take this opportunity to review current work flow procedures and propose changes or modifications to current processes that align more closely with practices and procedures utilized by the Cityworks PLL system.

During the workflow assessment meetings, NewEdge will determine the roles and responsibilities of the users accessing the system. The domain, role, and template level security will be established in the configured environment.

Based on reporting needs discovered during the Workflow Assessment, NewEdge will generate 10 custom Crystal Reports templates. These templates are in addition to the print templates required to print and issue Permits, Planning and Zoning letters and Permits and Code Enforcement NOV letters. These reports are more for monthly and weekly reporting needs. Additional reporting needs may be accommodated by Cityworks Reporting tools, Inboxes and Export to Excel or Word.

Deliverables:

- Five Days On-Site for Assessment Meetings.
- Business Process Mapping – diagrams of current workflows for permits and cases and provide recommendations on modifications to the workflows to better work with Server PLL
- Recommended Reports for Server PLL

Task 4 – On-Site Review of the Cityworks Database

NewEdge staff will perform an on-site database review of the Cityworks Database Configuration with City staff. NewEdge staff will review all aspects of the Cityworks database and will verify all workflows. NewEdge staff will configure changes to the database during the review.

Deliverables:

- Four days for Cityworks Database Review

Task 5 – Cityworks Server PLL Training

NewEdge's philosophy of training is to be on-site and interact with the users. During implementations, NewEdge provides two levels of training. The first level is a classroom type training where the trainer walks through the functionality of the software and performs live demonstrations. Users should have their own

machines for the classroom training so they can interact with the software and perform the exercises given to them by the trainer. The second level of training is the on-site support week. While we call this support, it is actually training. This is the time when NewEdge team members work one-on-one with your software users. It is an opportunity for users to ask questions and receive clarification on the software while performing their daily work activities. NewEdge finds this a critical step in the implementation process. During this week, we typically fine-tune the database and streamline the work flow process.

PLL Administrator and Designer Training (1 day) – This training is targeted for the “super users” of the system. These users will be responsible for the underlying Cityworks database and on-going maintenance of the system.

User Training (5 days) – This training is designed for the system users that interact with the Cityworks system on a regular basis. This training should include users entering permits, performing inspections, code Officers, and those who will use Cityworks to generate reports. Training materials (tip sheets, etc.) will be provided at the training sessions. The City will be responsible for providing a training facility, including computers configured to the correct specifications for the Cityworks software and connectivity to the Cityworks database. The training schedule and sessions will be generated based on how many users of the system and classes will generally be divided by division or discipline.

On-Site Support (5 days) - Once Cityworks is on-line and the staff is trained, NewEdge staff will remain on-site to assist users as they encounter day-to-day business transactions using the Cityworks software. NewEdge sees this as a critical step in the implementation process as it gives our implementers an opportunity to work directly with individual users. During this time, our staff will discover and correct configuration issues, overcome training lapses, and finalize or modify permitting work flows. The City will be responsible for setting up the schedule for on-site support. Each user should dedicate one to two hours of individual support with the NewEdge staff, depending on their roles and responsibilities with the software.

Deliverables:

- One week of training for the Cityworks PLL software
- One week of on-site support

Assumptions

Software Acquisition

Azteca Systems, Inc. is the recognized leader in Enterprise GIS-centric Computerized Maintenance Management Systems. NewEdge understands the City is a current user of the Cityworks Server AMS software for work order management. NewEdge assumes the City will purchase the software and continued maintenance of the Cityworks Server PLL software under a separate contract and license agreement from the NewEdge contract for implementation services.

Installation and Configuration of the Production Database

Since the City is a current Cityworks user, all configurations for Server PLL will be performed on the live Cityworks database and application site. The Cityworks software does not have a reliable domain transfer tool for the Server PLL software. NewEdge will perform the PLL configuration tasks in a manner that will not affect the current users of Cityworks Server AMS software. To perform the database configuration, NewEdge staff must have remote access to the production servers.

Responsibilities

City of Rockwall

- Remote access to City servers
- Coordination of the training/on-site support schedules and location
- All hardware for the users of the PLL software – desktops and/or field devices
- Dedicated project manager

NewEdge Services

- Bi-weekly meetings will be scheduled but can be moved and modified as needed by NewEdge and/or City staff.

Schedule

Implementation of all tasks in this Scope of Work is estimated to take up to 12 months.

b) **Import of Legacy TRAKiT Data**

As with any significant data conversion process, it is critical to successfully complete the conversion of a pilot project area to establish and test the acceptance criteria and established quality standards, verify proposed conversion processes and methodologies, and verify the validity of the data model design. The pilot area will provide both City stakeholders and our configuration team with the opportunity to undertake a representative sample of the full-system data conversion efforts and perform a critical evaluation of results prior to moving forward with the full system conversion. Our configuration team will develop a mapping process to import the data into Cityworks after backup of the legacy data system has been received.

After a full review of the pilot migration, to verify data integrity inside the Cityworks environment, our configuration team will perform a full migration from the original file formats into the Cityworks database. Our QA/QC program builds quality into the data deliverables from the beginning of the project, as opposed to “fitting it in” at the end, to provide City staff with confidence that the data meets the established quality criteria and will support the forward movement of the Cityworks system. By adhering to the established QA/ QC standards and procedures we will provide the City of Rockwall a proven approach with each conversion process.

Deliverables:

- Data conversion documentation and QA/QC processes and results

Assumptions

Import of historical records into the Cityworks database are not tied geographically to the map. Historical records can be queried, reported on and modified just as any other work order or PLL case, however they will not be represented by a geographic location on the map. Should the Client wish to tie the historical cases to the map, this will require a change order to the contract.

Responsibilities

City of Rockwall

- Supply backup of the TRAKiT database in a format that is useable by NewEdge staff. (Excel, SQL backup, etc). Backups cannot be received in Word or PDF format.

Schedule

Implementation of all tasks in this Scope of Work is estimated to take up to 12 months.

c) **Implementation of the Cityworks PLL Public Access**

Implementation of the PLL Public Access can occur prior to or after go-live of the PLL software. The current project schedule in this proposal has the PLL Public Access go-live concurrent with the PLL software go-live.

Task 1 – Requirements Meeting

NewEdge staff will meet on-site to review the existing PLL Public Access functionality and determine the City's requirements for an on-line portal for citizen interaction with the permitting process. All configurations and workflows will be taken into consideration from Phase 1 of the project. NewEdge will evaluate payment processing options that are available with the PLL Public Access product.

Deliverables:

- Gap analysis on City requirements and PLL On-line Portal functionality
- Schedule for PLL Public Access project

Task 2 – Configuration of PLL Portal Software

NewEdge will configure PLL Public Access software in the City's test environment. Additional review meetings will be conducted with the City to confirm configuration and testing of the portal.

Once the City approves the Public Access configuration (Task 3 below), then NewEdge will perform the same tasks on the Production Cityworks site.

Deliverables:

- Install and configure Public Access for PLL on a test environment
- Install and configure Public Access for PLL on the City's production environment

Task 3 – Final Review and Administrator Training

NewEdge staff will be on-site to perform a final review of the PLL Public Access configuration. NewEdge will also spend half a day with the City's Server PLL administrators to discuss configuration and maintenance of the Portal.

This meeting and final City approval will initiate configuration of the PLL Portal software on the production environment.

Deliverables:

- On-site review of the PLL Public Access configuration
- Portal administrator training

Assumptions

The purchase of the Cityworks Server PLL software will include the Public Access for PLL Add-on.

Schedule

Implementation of all tasks in this Scope of Work is estimated to take up to 12 months.

d) **Crystal Reports Training**

Crystal Reports is the reporting mechanism used by Cityworks. This implementation package includes development of 10 custom report templates; however, users may need additional custom reports generated after the go-live date. The two- day Crystal Reports training will prepare users to generate these reports for use

in Cityworks. NewEdge will honor pricing provided in the proposal for up to one year after the City is live with Cityworks.

Assumptions

Crystal Reports training is an optional task in this Scope of Work. Should the City decide not to have Crystal Reports training and exceeds the 10 custom reports in the implementation package, NewEdge will charge the City \$150/hour for Crystal Report services.

Responsibilities

City of Rockwall

- City will have a valid number of Crystal Report licenses for users being trained in Crystal Reports.

Schedule

Implementation of all tasks in this Scope of Work is estimated to take up to 12 months.

e) **Cityworks Refresher Training**

Refresher training can be done any time interval after the client has gone live. The Cost Summary includes 6 month and 1-year refresher training for PLL users. The hours for each training interval can be broken down into Classroom training, Question/Answer type training, Advanced Topics, etc. NewEdge staff will work with City personnel to determine the training agendas and best use of the training time.

Assumptions

City will utilize both the 6 month and 1-Year training sessions within 1 year of the go-live date.

Schedule

Schedule of Refresher Training to be determined.

2) **Invoices/Billing Information:**

Invoices and billing information are to be sent to Client at:

Lance Singleton, GIS Supervisor
385 S. Goliad St.
Rockwall, TX 75087
972-772-6785 – lsingleton@rockwall.com

Pricing:

Total cost for implementation of Cityworks PLL for the City of Rockwall: **\$160,660.00**

Task Name / Description	Price Estimate
Cityworks Server PLL Implementation (Implementation and Training)	\$112,380.00
Import of Legacy TRAKIT Data	\$12,000.00
Geographical Reference of Imported TRAKIT Data	\$3,000.00

Installation and Configuration of PLL for Public Access	\$10,400.00
Crystal Reports Training	\$2,080.00
Refresher Training – 6 month and 1 Year (80 hours)	\$20,800.00

Payment Schedule:

Task Completed	Billing
Kickoff (33% of Task Totals) <ul style="list-style-type: none"> Implementation Services (\$37,085.40) Legacy Data Import (\$3,960.00) PLL for Public Access (\$3,432.00) 	\$44,477.40
Workflow Assessment (60 % of Task Totals) <ul style="list-style-type: none"> Implementation Services (\$30,342.60) Legacy Data Import (\$3,240.00) PLL for Public Access (\$2,808.00) 	\$36,390.60
Database Review (75% of Task Totals) <ul style="list-style-type: none"> Implementation Services (\$16,857.00) Legacy Data Import (\$1,800.00) PLL for Public Access (\$1,560.00) 	\$20,217.00
Go-Live (90% of Task Totals) <ul style="list-style-type: none"> Implementation Services (\$16,857.00) Legacy Data Import (\$1,800.00) PLL for Public Access (\$1,560.00) 	\$20,217.00
Final Implementation Invoice (100% of Task Totals) <ul style="list-style-type: none"> Implementation Services (\$11,238.00) Legacy Data Import (\$1,200.00) Legacy Data Geocoded (\$3,000.00) PLL for Public Access (\$1,040.00) 	\$16,478.00
Crystal Reports Training <ul style="list-style-type: none"> 100% Billed 	\$2,080.00
Refresher Training <ul style="list-style-type: none"> 6 Month Training (40 Hours) 	\$10,400.00
Refresher Training <ul style="list-style-type: none"> 1-Year Training (40 Hours) 	\$10,400.00
Total	\$ 160,660.00

3) **Project Manager/Point of Contact:**

The Client project manager and/or point of contact shall be:

Lance Singleton, GIS Supervisor
385 S. Goliad St.
Rockwall, TX 75087
972-772-6785 – lsingleton@rockwall.com

4) **Special Terms and Conditions**

N/A Unless specified by client.

APPENDIX B – ORDER FORM

Order/Statement of Work

This Order is by and between NewEdge Services, LLC, a Texas limited liability company, and its subsidiaries, parents, affiliates, successors, and assigns ("NewEdge"), and **The City of Rockwall** and its subsidiaries, parents, affiliates, successors, and assigns, each of them ("Client"), each of which may be referred to in the singular as "Party" or in the plural as "Parties," and shall be governed pursuant to the terms and conditions of the Material and Services Agreement executed between the Parties on **[effective date]**. Any terms and conditions in this Order that modify or change the terms and conditions of Material and Services Agreement executed between the Parties on **[effective date]** shall apply to this Order only.

1. **Description of Materials and Services:**

Materials provided and Services performed shall include only:

Assumptions made as preconditions of the Materials and Services provided:

2. **Duration of Order:**

[State the term required to provide the Materials or perform Services.]

3. **Personnel to Perform the Services:**

The personnel to perform such Services include:

4. **Location of Services:**

Location of Services shall be at the following location:

5. **Prices:**

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NewEdge Services, LLC – Confidential Information

This Agreement is not for use or disclosure outside the Parties to this Agreement, their Affiliates, and their third-party representatives, except under written agreement by the contracting Parties.

6. **Payment:**

Payment for all Services shall be at the rate of:

7. **Invoices/Billing Information:**

Invoices and billing information are to be sent to Client at:

8. **Project Manager/Point of Contact:**

The Client project manager and/or point of contact shall be:

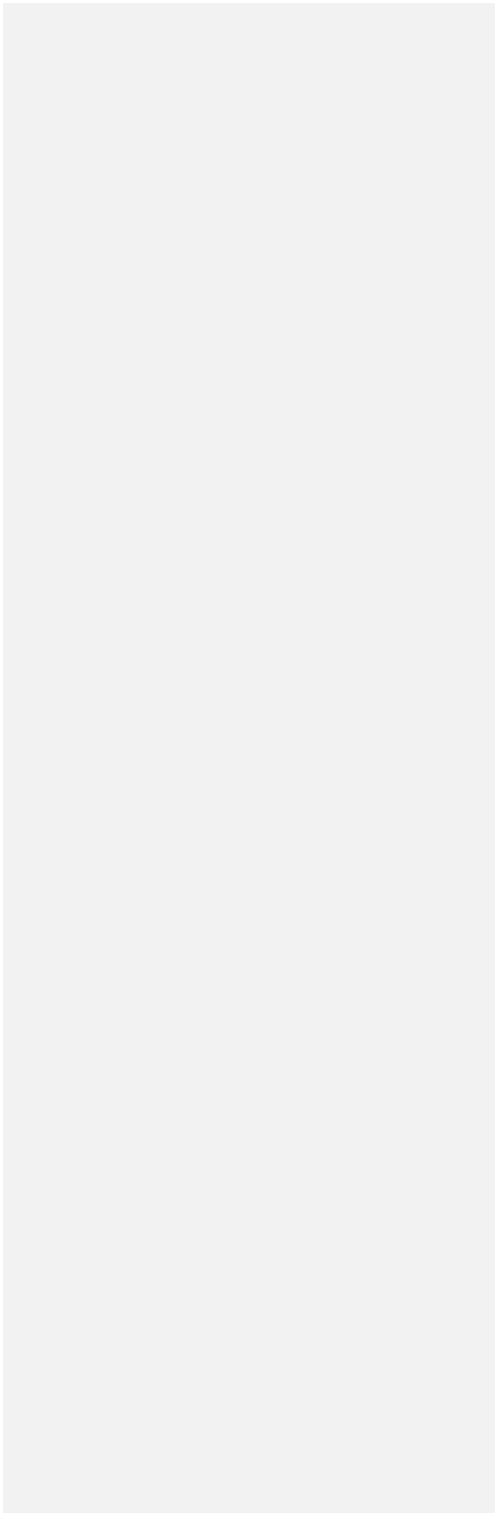
9. **Special Terms Applicable Only to This Order**

10. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. This Order may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed as of the Effective Date.

[client name]	NewEdge Services, LLC
Signature	Signature
Printed Name	Printed Name
Title	Title

Date	Date
------	------



CITYWORKS® LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement made by and between Azteca Systems, LLC ("Azteca Systems") a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and [____], using certain of Azteca Systems Licensed Products hereinafter referred to as "Licensee." This Agreement is effective immediately upon delivery of Licensed Products (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of the Agreement. This agreement, when executed by the licensee named below ("Licensee") and Azteca Systems, LLC (Azteca Systems), as licensor of the Software, Online, Services, and Documentation licensed under the License Agreement, will supersede any previous Agreements including the License Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed License Agreement.

This signed Agreement includes (i) this License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support and (iv) Addendum #3 – Third Party Contractor Acknowledgment.

This signed Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
- d. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- e. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- f. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee's internal use.
- g. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
- h. "Documentation" means all user reference documentation that is delivered with the Software.
- i. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.
- j. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the

Documentation to which Licensee has purchased a License as identified as specified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this license Agreement.

- k. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- l. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.
- m. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- n. "Preview" means any alpha, beta, or prerelease Product.
- o. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- p. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- q. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.
- r. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- s. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow Third Party Contractors to access and use the licensed Software, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this Agreement.

- a. *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

3.2 Preview Release Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

3.3 Special Use Programs. If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this Agreement. All such program terms are incorporated herein by reference.

3.4 Delivery. Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may:
 1. Install and store Products on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
 4. Move the Software in the licensed configuration to a replacement Server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this License Agreement and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Redistribute Authorization Codes;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;

- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;
- l. Unbundle or independently use the individual or component parts of Software or Online Services;
- m. Incorporate any portion of the Software into a product or service that competes with the Software;
- n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

5.1. This License Agreement is effective upon date and signature of Licensee below. The initial term of this License Agreement will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This License agreement and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.3. Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period.

5.4. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.6. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.7. If this Agreement is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.8. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems

shall remain in force should breach or termination of any kind occur.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Services and Support Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

6.6 If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES;

INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

- a. Licensee promptly notifies Azteca Systems in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

8.2 If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance and support period.

8.3 Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this License and Maintenance Agreement.

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Disputes, and Arbitration. This License Agreement shall be governed by and construed

in accordance with the laws of the State of Utah without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;
- If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.11 Maintenance. Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

9.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

9.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14 Entire Agreement. This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC

[ENTITY NAME] – (LICENSEE)

By: _____

By: _____

Name: Brian L. Haslam

Name: _____

Title: President - CEO

Title: _____

Date: ____/____/____

Date: ____/____/____

ADDENDUM #1

PRODUCT LICENSING

1. **Licensed Software:**

--

Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.

2. **Notices & Licensee Information:** Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	[Licensee]
	Attn:
	E-mail:
	Phone:

3. **Delivery Date/Effective Date of Software**

MM/DD/YYYY

4. **Schedule of Payments and Fees under License and Maintenance Agreement**

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1		\$
Period 2		\$
Period 3		\$

5. **Additional**

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

ADDENDUM #2

STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- (a) Software Updates. Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;
- (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:

- (a) Support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 4 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based (www.MyCityworks.com) and after hours support as set forth in Section 1 of this Addendum.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEES

3.1. License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MISCELLANEOUS

4.1. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

ADDENDUM #3

THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by any third party is solely for Licensee's benefit;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Agreement;
3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;
5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;
6. Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
7. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at contracts@cityworks.com.

Third Party Contractor Name (Print)

By: _____
Authorized Signature

Date: _____

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City of Rockwall
The New Horizon

MEMORANDUM

TO: City Council

FROM: Joey Boyd, Assistant City Manager

DATE: March 25, 2019

SUBJECT: Renaming of S. Nash Street

Sandie Wood, the property owner of 207 S. Nash Street, is requesting the City Council consider changing the name of the street to Seth Lane. It is currently a vacant lot and the Wood family is planning to build a new residence on the site.

Currently, this is the only home that will be located on this street between Hartman Street and E. Washington Street; however, a subdivision plat for a future lot has been submitted and is currently working through the development process. If both lots develop, there would be a total of two (2) homes along this street in the future.

The stated reason for their request is that the southern portion of Nash Street is separated from the northern section by several blocks. Furthermore, the Wood family has a special needs adult son living with them and they want to be able to have an address that is easy for him to remember and spell if he is ever separated from the family. Seth is the name of another member of the family and will be easy to remember for her son. In addition, there has been an instance in the past where the Rockwall Fire Department had difficulty finding this property due to the separation of sections of Nash Street.

The Naming Subcommittee (Council Members Hohenshelt, Macalik, and Daniels) have reviewed and considered the request and recommended the City Council consider the name change for the reasons stated above.

The attached map shows the distance between the sections of Nash Street and the block under consideration is shown in red. A Resolution formally renaming this street is attached for review and consideration by the City Council.

**CITY OF ROCKWALL, TEXAS
RESOLUTION NO. 19-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ROCKWALL, TEXAS, NAMING A CERTAIN
ROADWAY WITHIN THE CITY OF ROCKWALL, TEXAS;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, a southern portion of Nash Street is separated from the northern section by several blocks; and

WHEREAS, the property owners of 207 S. Nash Street have plans to build a new residential home on this vacant land and are requesting to change the name of the 200 block of S. Nash Street; and

WHEREAS, the proposed name change will not affect any current property owners on the 200 block of S. Nash Street; and

WHEREAS, the Rockwall Fire Department has had difficulty in the past finding this property due to the separation of sections of Nash Street; and

WHEREAS, the Rockwall City Council believes said naming to be in the best interest of the public;

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

Section 1. That the 200 block of South Nash Street from E. Washington Street south to Hartman Street shall hereafter be designated as Seth Lane, a map of which is attached hereto and incorporated for all intents and purposes as “**Exhibit A;**”

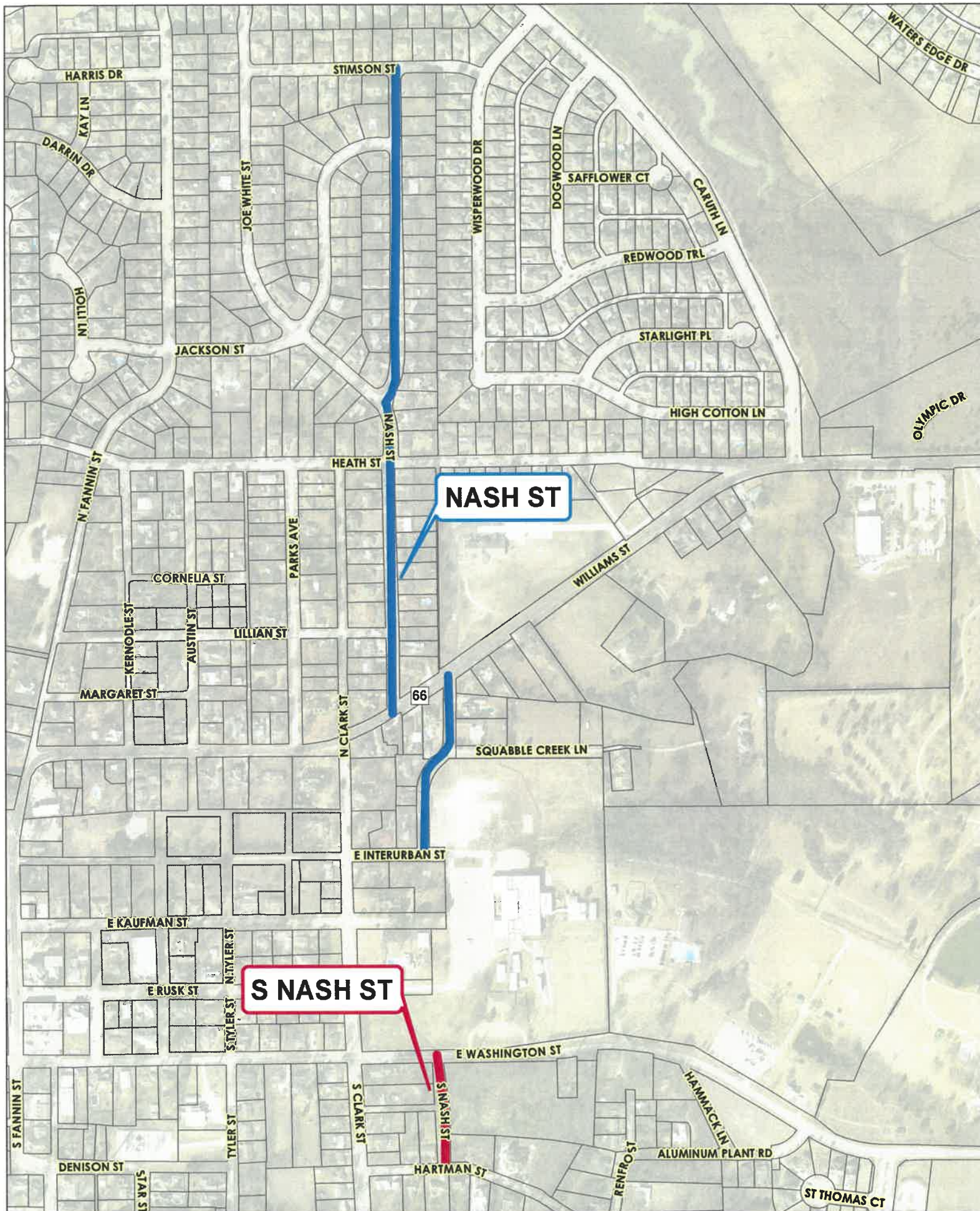
Section 2. That this resolution shall take effect immediately from and after its adoption and it is so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS THIS 1st DAY OF APRIL, 2019.

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary



City of
Rockwall



0 150 300 Feet
Date: 3/11/2019

The data represented on this map was obtained with the best available knowledge. There is no intent to provide any warranty or representation of accuracy, and the user assumes all liability for the use of the map. The City of Rockwall does not guarantee the accuracy of information shown on this map. Information is provided as is without warranty, liability, or other representation or guarantee.

NASH ST EXHIBIT

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CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

DATE: April 1, 2019

APPLICANT: Mike Whittle and Randall Noe; *Rockwall Rental Properties, LLC*

CASE NUMBER: P2019-014; *Lots 16 & 17, Block 2, Alliance Addition, Phase 2*

SUMMARY

Discuss and consider a request by Mike Whittle and Randall Noe of Rockwall Rental Properties, LLC for the approval of a replat for Lots 16 & 17, Block 2, Alliance Addition, Phase 2 being a 0.98-acre tract of land identified as Lots 14 & 15, Block 2, Alliance Addition, Phase 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 57 (PD-57) for Commercial (C) District land uses, addressed as 6520 & 6530 Alliance Addition, and take any action necessary.

PLAT INFORMATION

- ☑ The applicant is requesting to replat a 0.98-acre tract of land (*i.e. Lots 14 & 15, Block 2, Alliance Addition, Phase 2*) for the purpose of abandoning a five (5)-foot portion of a 15-foot drainage easement. This process will establish new lot numbers for the subject properties (*i.e. Lots 16 & 17, Block 2, Alliance Addition, Phase 2*). The applicant intends to construct office buildings on these two (2) sites. The subject properties are zoned Planned Development District 57 (PD-57), which designates the subject property for Commercial (C) District land uses.
- ☑ On March 5, 2018, the City Council approved a replat [Case No. *P2018-004*] for the purpose of constructing two (2) single-story office buildings (*i.e. 4,920 SF each*) and dedicating the necessary easements for the development of these two (2) sites.
- ☑ On November 14, 2017, the Planning and Zoning Commission approved a site plans for each of these lots [*i.e. SP2017-034 & SP2017-036*].
- ☑ The surveyor has completed the majority of the technical revisions requested by staff, and this plat - *- conforming to the requirements for final plats as stated in the Subdivision Ordinance in the Municipal Code of Ordinances --* is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☑ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- ☑ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

CONDITIONS OF APPROVAL


If the City Council chooses to approve the replat for *Lots 16 & 17, Block 2, Alliance Addition, Phase 2*, staff would propose the following conditions of approval:

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

PLANNING AND ZONING COMMISSION

On March 26, 2019, the Planning and Zoning Commission's motion to recommend approval of the replat with staff conditions passed by a vote 5 to 0 with Commissioner Chodun and Fishman absent.

0 25 50 100 150 200 Feet

P2019-014 - LOTS 16 & 17, BLOCK 2, ALLIANCE ADDITION PHASE 2
REPLAT - LOCATION MAP = 

AG

HIWALLACE

ALLIANCE

JEFF BOYD

PD-57

HORIZON

ANDREWS

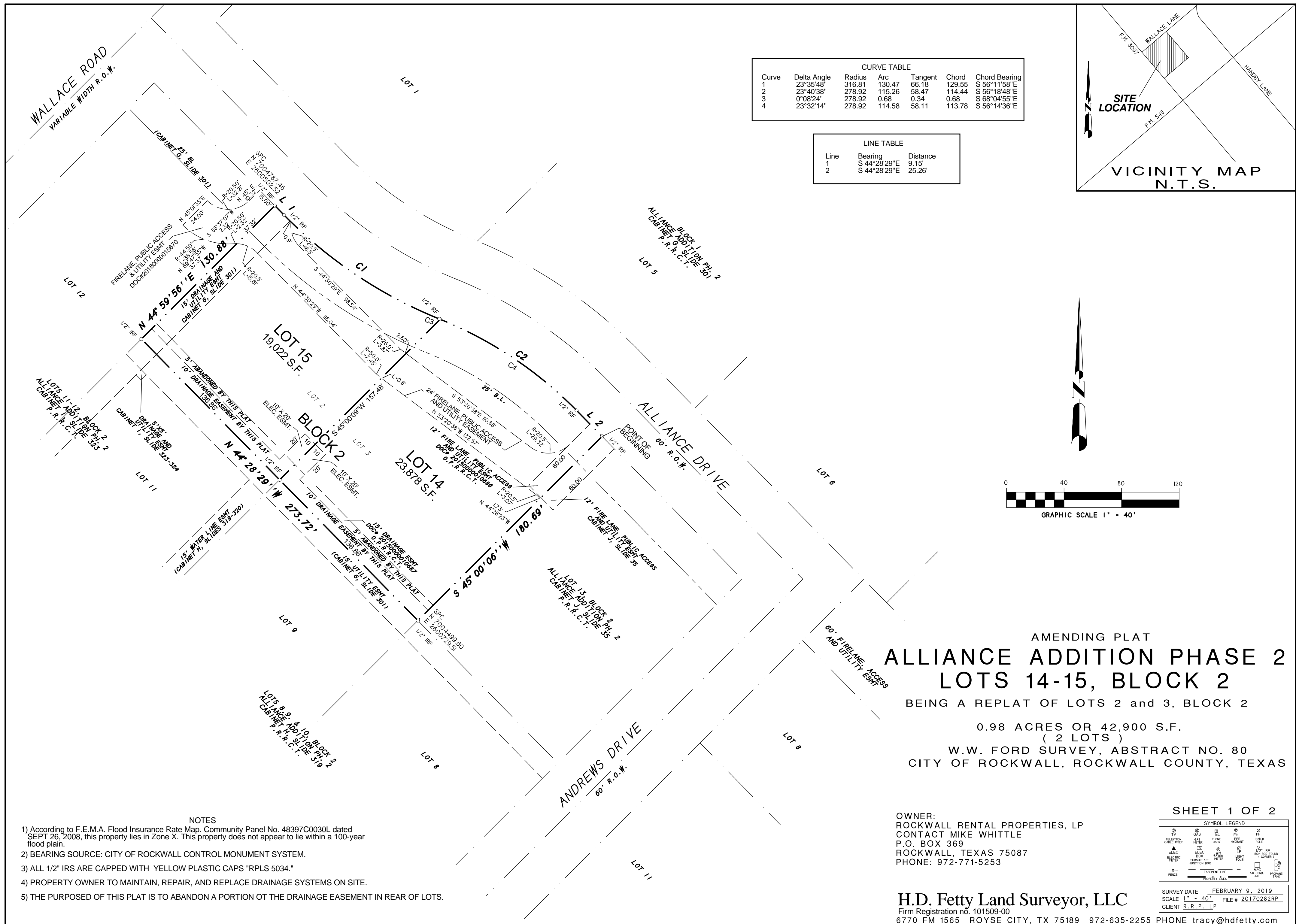


City of Rockwall

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

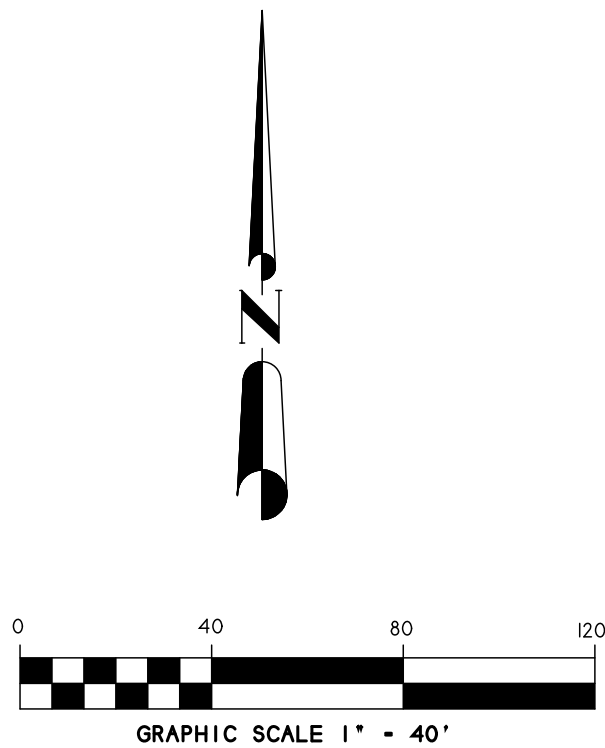
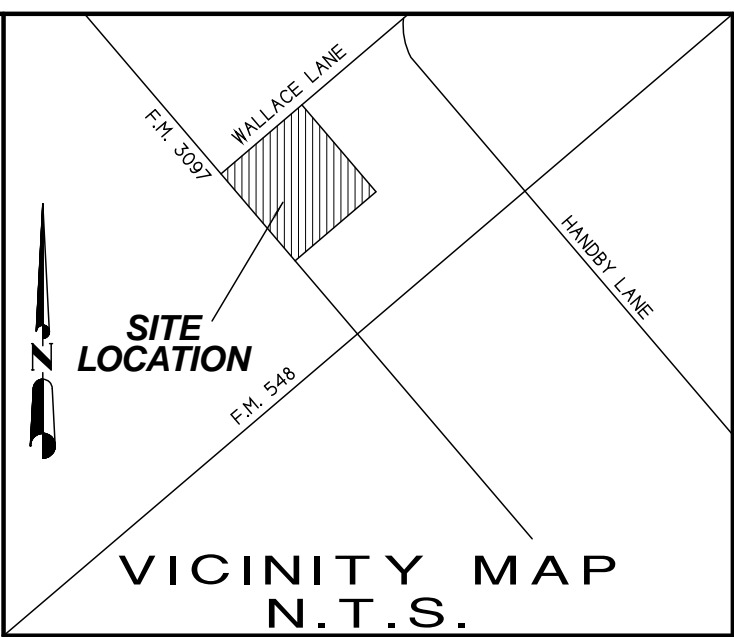
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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





CURVE TABLE						
Curve	Delta Angle	Radius	Arc	Tangent	Chord	Chord Bearing
1	23°35'48"	316.81	130.47	66.18	129.55	S 56°11'58"E
2	23°40'38"	278.92	115.26	58.47	114.44	S 56°18'48"E
3	0°08'24"	278.92	0.68	0.34	0.68	S 68°04'55"E
4	23°32'14"	278.92	114.58	58.11	113.78	S 56°14'36"E

LINE TABLE		
Line	Bearing	Distance
1	S 44°28'29"E	9.15'
2	S 44°28'29"E	25.26'



AMENDING PLAT
ALLIANCE ADDITION PHASE 2
LOTS 14-15, BLOCK 2
BEING A REPLAT OF LOTS 2 and 3, BLOCK 2
0.98 ACRES OR 42,900 S.F.
(2 LOTS)
W.W. FORD SURVEY, ABSTRACT NO. 80
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

OWNER:
ROCKWALL RENTAL PROPERTIES, LP
CONTACT MIKE WHITTLE
P.O. BOX 369
ROCKWALL, TEXAS 75087
PHONE: 972-771-5253

SHEET 1 OF 2

SYMBOL LEGEND											
TV	GAS	TEL	PH	PP	ELEC	WATER	WATER	WATER	WATER	WATER	WATER
TELEPHONE	METER	METER	METER	METER	METER	METER	METER	METER	METER	METER	METER
CABLE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE
RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE
RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE
RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE
RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE
RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE
RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE
RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE	RISE

SURVEY DATE FEBRUARY 9, 2019
SCALE 1" = 40' FILE # 20170282RP
CLIENT R.R.P. - LP

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

CITY CASE NO. P2019-

- NOTES
- 1) According to F.E.M.A. Flood Insurance Rate Map, Community Panel No. 48397C0030L dated SEPT 26, 2008, this property lies in Zone X. This property does not appear to lie within a 100-year flood plain.
 - 2) BEARING SOURCE: CITY OF ROCKWALL CONTROL MONUMENT SYSTEM.
 - 3) ALL 1/2" IRS ARE CAPPED WITH YELLOW PLASTIC CAPS "RPLS 5034."
 - 4) PROPERTY OWNER TO MAINTAIN, REPAIR, AND REPLACE DRAINAGE SYSTEMS ON SITE.
 - 5) THE PURPOSED OF THIS PLAT IS TO ABANDON A PORTION OT THE DRAINAGE EASEMENT IN REAR OF LOTS.

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

WHEREAS ROCKWALL RENTAL PROPERTIES, LP, BEING THE OWNER OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:

BEING all of Lot 2 and Lot 3, Block 2, ALLIANCE ADDITION, PHASE 2, an Addition to the City of Rockwall, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet G, Slide 301-302, of the Plat Records of Rockwall County, Texas.and being more particularly described as follows:

BEGINNING at 1/2" iron rod found for corner at the East most corner of Lot 3, Block 2 and west most corner of Lot 13, Block 2, ALLIANCE ADDITION PHASE 2, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet J, Slide 35, of the Plat Records of Rockwall County, Texas, and being in the Southwest right-of-way line of Alliance Drive, a 60 foot right-of-way;

THENCE S. 45 deg. 00 min. 06 sec. W. a distance of 180.69 feet to a 1/2" iron rod found for corner;

THENCE N. 44 deg. 28 min. 29 sec. W. a distance of 273.72 feet to a 1/2" iron rod found for corner at the west most corner of said Lot 2, Block 2;

THENCE N. 44 deg. 59 min. 56 sec. E. along the northwest line of said Lot 2, a distance of 130.88 feet to a 1/2" iron rod found for corner in the southwest right-of-way line of Alliance Drive;

THENCE S. 44 deg. 28 min. 29 sec. E. along said right-of-way line, a distance of 9.15 feet to a 1/2" iron rod found for corner;

THENCE in a southeasterly direction along a curve to the left having a central angle of 23°35'48", a radius of 316.81 feet, a tangent of 66.18 feet, a chord of S 56°11'58"E, 129.55 feet along said right-of-way line, an arc distance of 130.47 feet to a 1/2" iron rod found for corner;

THENCE in a southeasterly direction along a curve to the left having a central angle of 23°40'38", a radius of 278.92 feet, a tangent of 58.47 feet, a chord of S 56°18'48"E, 114.44 feet along said right-of-way line, an arc distance of 115.26 feet to a 1/2" iron rod found for corner;

THENCE S. 44 deg. 28 min. 29 sec. E. along said right-of-wayline, a distance of 25.26 feet to the POINT OF BEGINNING and containing 42,900 square feet or 0.98 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

I the undersigned owner of the land shown on this plat, and designated herein as ALLIANCE ADDITION, PHASE 2, LOTS 14-15, BLOCK 2, an Addition to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in the subdivision have been notified and signed this plat.

I understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same.

I also understand the following;

- No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
- Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of th eir respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maint aining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
- The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
- The developer, subdivision engineer and owner shall bear total responsibility for storm drain improvements. The property owner is responsible for all maintenance, repair, and replacement of all systems in drainage easements
- The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
- No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Roc kwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, sto rm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer an d/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as p rogress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or

Until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

I further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I , my successors and assigns hereby waive any claim, damage, or cause of action that I may have as a result of the dedication of exaction's made herein.

RANDALL NOE
for ROCKWALL RENTAL PROPERTIES, LP

STATE OF TEXAS
COUNTY OF ROCKWALL

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

Given upon my hand and seal of office this _____ day of _____, _____.

Notary Public in and for the State of Texas

My Commission Expires: _____

NOTE: It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representa tion, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, as required under Ordinance 83-54.

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold D. Fetty, III, R.P.L.S. No. 5034, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.



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

RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission

Date _____

APPROVED

I hereby certify that the above and foregoing plat of ALLIANCE ADDITION PHASE 2, LOTS 14-15, BLOCK 2, an addition to the City of Rockwall, Texas, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the ____ day of _____, _____.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval.

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

WITNESS OUR HANDS, this _____ day of _____, _____.

Mayor, City of Rockwall

City Secretary City of Rockwall

City Engineer

Date _____

AMENDING PLAT
ALLIANCE ADDITION PHASE 2
LOTS 14-15, BLOCK 2

BEING A REPLAT OF LOTS 2 and 3, BLOCK 2

0.98 ACRES OR 42,900 S.F.
(2 LOTS)

W.W. FORD SURVEY, ABSTRACT NO. 80
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

SHEET 2 OF 2

OWNER:
ROCKWALL RENTAL PROPERTIES, LP
CONTACT MIKE WHITTLE
P.O. BOX 369
ROCKWALL, TEXAS 75087
PHONE: 972-771-5253

SYMBOL LEGEND											
⊗ T.V.	⊗ GAS	⊗ TEL.	⊗ F.H.	⊗ P.P.	⊗ ELEC. BOX	⊗ WATER METER	⊗ LIGHT POLE	⊗ B.F. CORNER	⊗ B.F. CORNER	⊗ B.F. CORNER	⊗ B.F. CORNER
TELEVISION CABLE ROSEN	GAS	PHONE	HYDRANT	POWER POLE	ELEC. BOX	WATER METER	LP	1/2" B.F. CORNER	1/2" B.F. CORNER	1/2" B.F. CORNER	1/2" B.F. CORNER
▲ ELEC. METER	ELEC. SUBSURFACE JUNCTION BOX	WATER METER	LP	LIGHT POLE	1/2" B.F. CORNER	1/2" B.F. CORNER	1/2" B.F. CORNER	1/2" B.F. CORNER	1/2" B.F. CORNER	1/2" B.F. CORNER	1/2" B.F. CORNER
—X— FENCE	— EASEMENT LINE	— PROPERTY LINE	— AIR CORD UNIT	— PREPARE TANK							

SURVEY DATE FEBRUARY 9, 2019
SCALE 1" = 40' FILE # 20170282RP
CLIENT R.R.P. LP

H.D. Fetty Land Surveyor, LLC

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

CITY CASE NO. P2019-

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CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council
DATE: April 1, 2019
APPLICANT: Matt Moore; *Claymoore Engineering*
CASE NUMBER: P2019-015; *Lots 4, Block E, Rockwall Technology Addition*

SUMMARY

Discuss and consider a request by Matt Moore of Claymoore Engineering on behalf of Phil Wagner of the Rockwall Economic Development Corporation for the approval of a replat for Lot 4, Block E, Rockwall Technology Park Addition being a 3.634-acre parcel of land identified as Lot 1, Block E, Rockwall Technology Park Addition, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the FM-549 Overlay (FM-549 OV) District, located at the northwest corner of the intersection of Technology Way and Observation Trail, and take any action necessary.

PLAT INFORMATION

- ☒ The applicant is requesting to replat a 3.634-acre parcel of land (*i.e. Lot 1, Block E, Rockwall Technology Park Addition*) located within the *REDC Technology Park*. The purpose of the replat is to establish the necessary easements (*i.e. 24-foot firelane, public access, utility, and drainage easements*) in order to develop the lot (*i.e. Lot 4, Block E, Rockwall Technology Park Addition*).
- ☒ On December 11, 2018, the Planning and Zoning Commission approved a site plan [Case No. *SP2018-039*] for the purpose of constructing an approximately 35,525 SF manufacturing/office (*i.e. Lime Media*) on the subject property.
- ☒ The surveyor has completed the majority of the technical revisions requested by staff, and this plat - *conforming to the requirements for final plats as stated in the Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☒ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- ☒ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the replat for *Lot 4, Block E, Rockwall Technology Park Addition*, staff would propose the following conditions of approval:

- (1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat; and
- (2) Any construction resulting from the approval of this site plan shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall

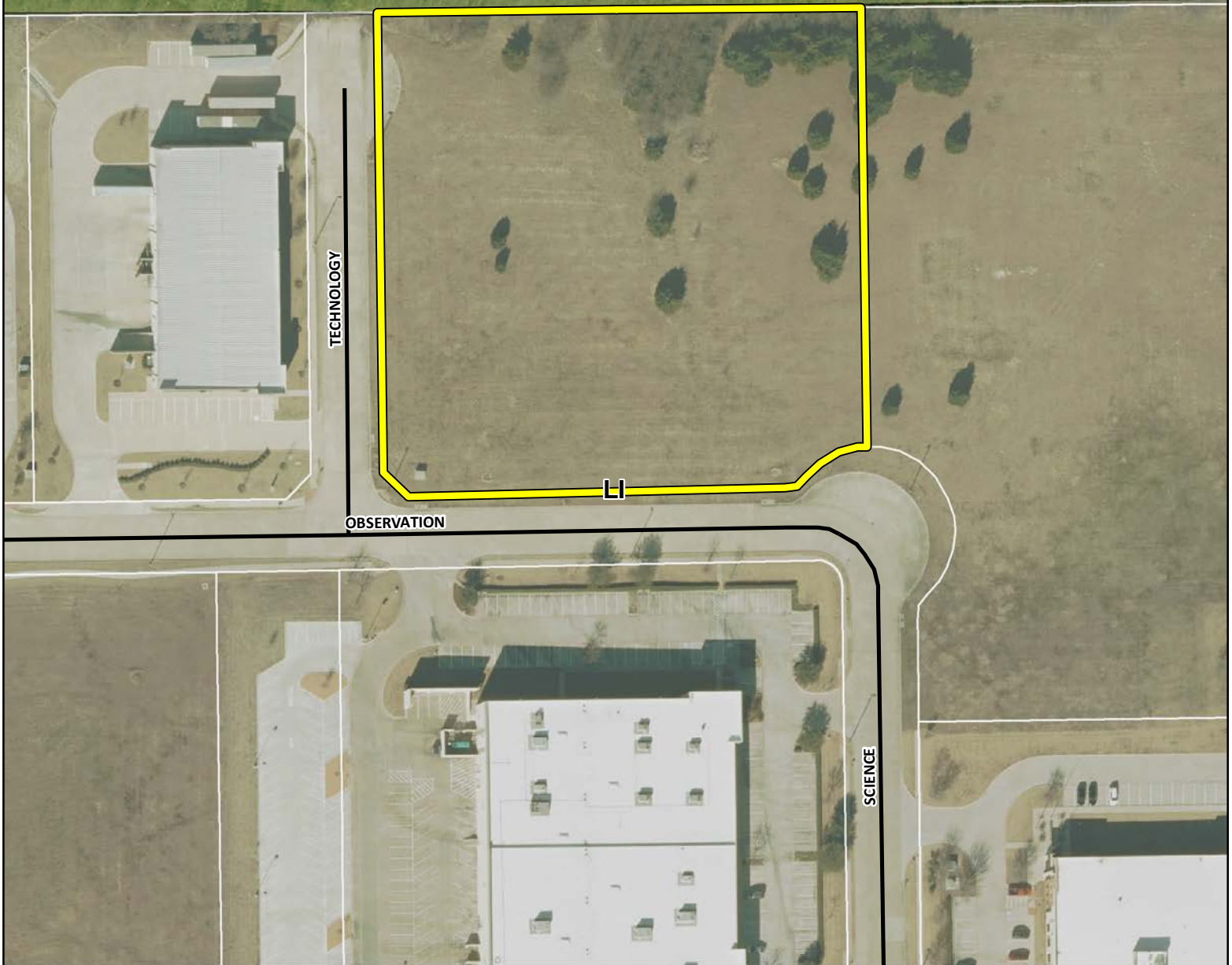
Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On March 26, 2019, the Planning and Zoning Commission's motion to recommend approval of the replat with staff conditions passed by a vote 5 to 0 with Commissioner Chodun and Fishman absent.



P2019-015 - LOT 4, BLOCK E, ROCKWALL TECNOLOGY PARK ADDITION
REPLAT - LOCATION MAP =

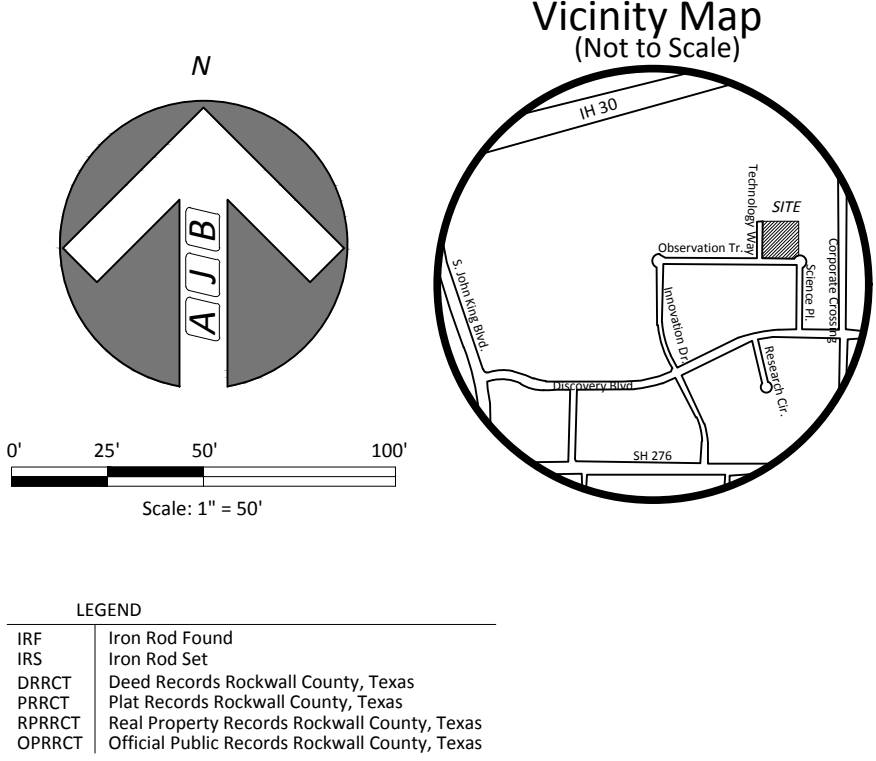


City of Rockwall

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

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.





GENERAL NOTES:

It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permitted to be constructed, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.

The use of the word "certify or certificate" used hereon constitutes an expression of professional opinion regarding those facts of findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

Basis of Bearings: Bearings are based on those cited on plat of Rockwall Technology Park Addition recorded in Cabinet G, Slide 377, Map/Plat Records Rockwall County, Texas.

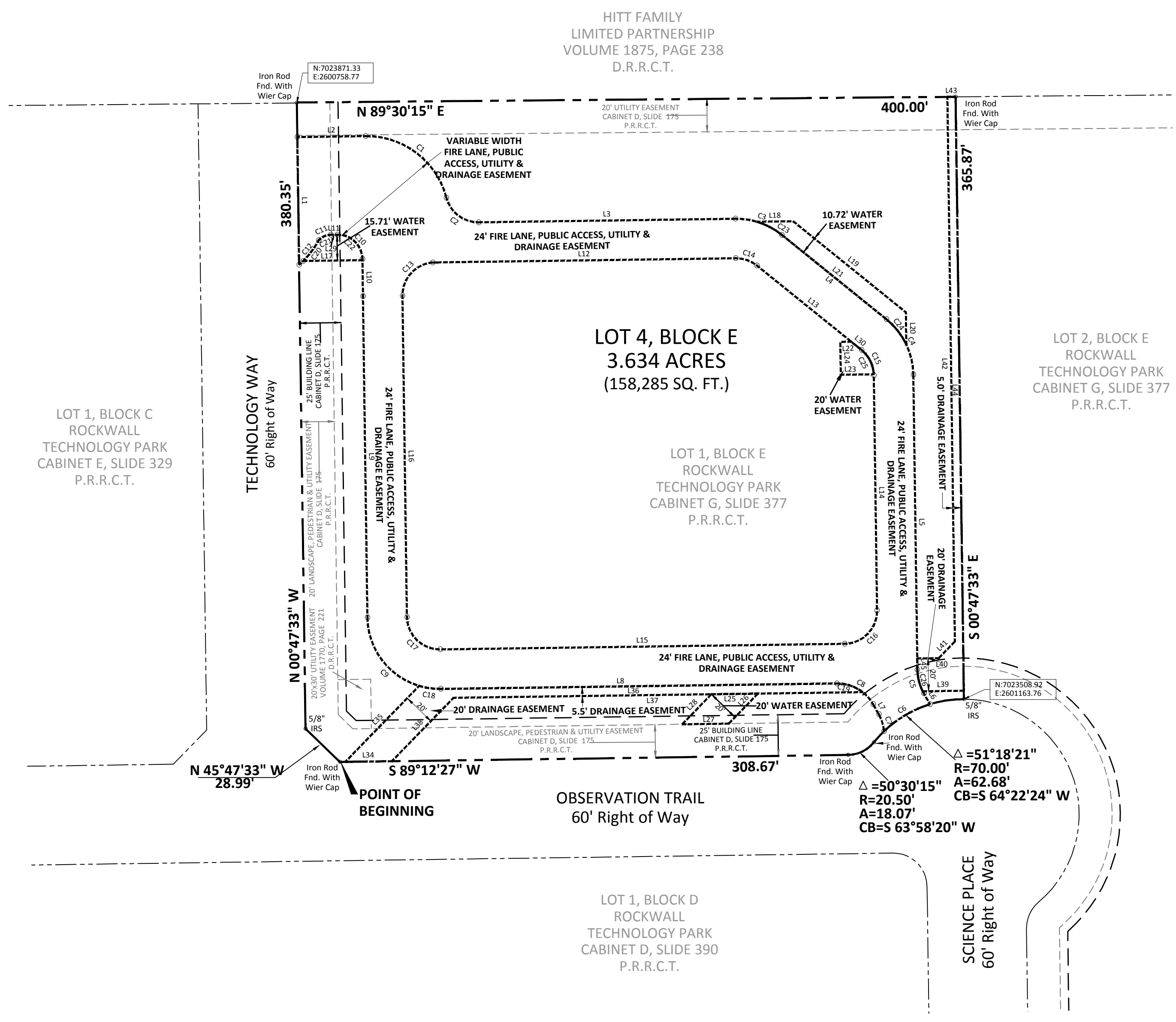
FLOOD STATEMENT: According to Community Panel No. 48397C0045L, dated September 26, 2008 of the Federal Emergency Management Agency, National Flood Insurance Program map this property is within Flood Zone "X", which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

EASEMENTS LINE & CURVE TABLE

LINE	BEARING	DISTANCE	CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING
L1	N 00°47'33" W	77.56'	C1	76°11'13"	50.00'	66.49'	S 52°41'57" E
L2	N 89°12'27" E	41.43'	C2	76°11'13"	20.00'	26.59'	S 52°41'57" E
L3	N 89°12'27" E	155.80'	C3	39°42'36"	44.00'	30.50'	S 70°56'15" E
L4	S 51°04'57" E	81.62'	C4	50°17'24"	44.00'	38.62'	S 25°56'15" E
L5	S 00°47'33" E	179.30'	C5	28°42'49"	30.00'	15.03'	S 15°08'57" E
L6	S 29°30'22" E	7.54'	C6	26°43'11"	70.00'	32.64'	S 59°30'39" W
L7	N 29°30'22" W	6.90'	C7	25°00'43"	25.00'	10.91'	N 17°00'00" W
L8	S 89°12'27" W	240.45'	C8	61°17'11"	25.00'	26.74'	N 60°08'57" W
L9	N 00°47'33" E	195.11'	C9	90°00'00"	44.00'	69.12'	N 45°47'33" W
L10	N 00°47'33" W	22.66'	C10	90°00'00"	15.00'	23.56'	N 45°47'33" W
L11	S 89°12'27" W	4.01'	C11	47°42'38"	10.00'	8.33'	S 65°21'08" W
L12	S 89°12'27" W	184.12'	C12	21°55'40"	50.07'	19.16'	S 38°35'35" W
L13	N 51°04'57" W	81.62'	C13	94°01'50"	20.00'	32.82'	S 46°13'22" W
L14	N 00°47'33" W	142.91'	C14	39°42'36"	20.00'	13.86'	N 70°56'15" W
L15	N 89°12'27" E	245.50'	C15	50°17'24"	20.00'	17.55'	N 25°56'15" W
L16	S 00°47'33" E	195.11'	C16	90°00'00"	20.00'	31.42'	N 44°12'27" E
			C17	90°00'00"	20.00'	31.42'	S 45°47'33" E

L17	N 89°12'27" E	35.93'	C20	17°59'58"	50.08'	15.73'	S 36°37'48" W
L18	N 89°12'27" E	21.97'	C21	47°42'38"	10.00'	8.33'	S 65°21'08" W
L19	S 51°04'57" E	88.01'	C22	90°00'00"	15.00'	23.56'	N 45°47'33" W
L20	S 00°47'33" E	19.59'	C23	22°22'07"	44.00'	17.18'	N 62°16'00" W
L21	N 51°04'57" W	81.62'	C24	25°40'12"	44.00'	19.71'	N 38°14'51" W
L22	S 89°12'27" W	6.65'	C25	48°47'39"	20.00'	17.03'	N 26°41'08" W
L23	N 89°12'27" E	20.05'					
L24	S 00°47'33" E	20.00'					
L25	S 89°12'27" W	28.27'					
L26	N 44°10'29" E	25.45'					
L27	N 89°12'27" E	28.27'					
L28	S 44°10'29" W	25.45'					
L29	S 89°12'27" W	4.01'					
L30	N 51°04'57" W	8.04'					

L34	S 89°12'27" W	28.28'	C18	17°23'29"	44.00'	13.36'	S 82°05'49" E
L35	N 44°12'27" E	64.37'	C19	38°44'22"	25.00'	16.90'	S 71°25'22" E
L36	N 89°12'27" E	240.45'	C26	25°55'04"	30.00'	13.57'	S 13°45'05" E
L37	S 89°12'27" W	248.47'					
L38	S 44°12'27" W	53.74'					
L39	N 89°12'27" E	24.98'					
L40	S 89°12'27" W	13.00'					
L41	S 44°12'27" W	14.14'					
L42	S 00°47'33" E	330.80'					
L43	S 89°30'15" W	5.00'					
L44	N 00°47'33" W	360.77'					
L45	S 00°47'33" E	6.89'					



Case No.: P2019-015

FINAL PLAT
ROCKWALL TECHNOLOGY PARK ADDITION
LOT 4, BLOCK E

1 LOT TOTALING 3.634 ACRES
BEING A REPLAT OF A LOT 1, BLOCK E OF ROCKWALL TECHNOLOGY PARK
ADDITION 3.634 ACRES (158,285 SQUARE FEET)
J.M. ALLEN SURVEY, ABSTRACT NO. 2
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Owner:
Rockwall Economic Development
697 East Interstate 30, PO Box 968
Rockwall, Texas 75087

Engineer:
ClayMoore Engineering
1903 Central Drive, Suite 406
Bedford, Texas 76021

Scale: 1" = 50'
Date: March 5, 2019
Technician: Bedford
Drawn By: Bedford

Checked By: A.J. Bedford
P.C.: Cryer/Spradling
File: LOT 1 BLOCK E VOLUME MEDIA PLAT
Job No. 552-172
GF No.

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

Sheet:
1
Of: 2

AJ Bedford Group, Inc.
Registered Professional Land Surveyors

TBPLS REG#10118200

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF ROCKWALL §

WHEREAS ROCKWALL ECONOMIC DEVELOPMENT, BEING THE OWNER OF A TRACT OF LAND IN THE COUNTY OF ROCKWALL, STATE OF TEXAS, said tract being described as follows:

BEING a **3.634 acre** tract of land situated in the J.M Allen Survey, Abstract Number 2, in the City of Rockwall, Rockwall County, Texas and being Lot 1, Block E of Rockwall Technology Park according to the plat recorded in Cabinet G, Slide 377 of the Official Public Records of Rockwall County, Texas and being more particularly described as follows:

BEGINNING at an iron rod with cap found for the southerly southwest corner of said Lot 1 and being the southerly corner of a corner cut-off line for the northerly line of Observation Trail (60' wide) with the easterly line of Technology Way (60' wide);

THENCE with easterly line of said Technology Way, **NORTH 45°47'33" WEST** a distance of **28.99** feet to a 5/8 inch iron rod set for corner;

THENCE continuing with the east line of said Technology Way, **NORTH 00°47'33" WEST** a distance of **380.35** feet to an iron rod with cap found for the northwest corner of said Lot 1;

THENCE departing the east line of said Technology Way, **NORTH 89°30'15" EAST** a distance of **400.00** feet to an iron rod with cap found for the northeast corner of said Lot 1;

THENCE **SOUTH 00°47'33" EAST** a distance of **365.87** feet to a 5/8 inch iron rod set in the north line of said Observation Trail and being in a non-tangent curve to the left having a radius of 70.00 feet and a chord bearing of South 64°22'24" West;

THENCE along the north line of said Observation Trail with said non-tangent curve to the left through a central angle of **51°18'21"** for an arc length of **62.68** feet to an iron rod with cap found for the beginning of a reverse curve to the right to having a radius 20.50 feet a chord bearing of South 63°58'20" West;

THENCE continuing with the north line of said Observation Trail with said reverse curve to the right through a central angle of **50°30'15"** for an arc length of **18.07** feet to an iron with cap found for corner;

THENCE continuing with the north line of said Observation Trail, **SOUTH 89°12'27" WEST** a distance of **308.67** feet to the **POINT OF BEGINNING**;

CONTAINING within these metes and bounds **3.634 acres** or 158,285 square feet of land more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
STATE OF TEXAS §
COUNTY OF ROCKWALL §

We, **ROCKWALL ECONOMIC DEVELOPMENT**, the undersigned owner of the land shown on this plat, and designated herein as the **ROCKWALL TECHNOLOGY PARK** subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the **ROCKWALL TECHNOLOGY PARK** subdivision have been notified and signed this plat. We understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. We also understand the following;

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.

2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.

3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.

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

5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.

6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall;

Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or

Until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

7. Property owner shall be responsible for all maintenance, repair, and replacement of all drainage and detention easements.

We further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the Subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; We, my (our) successors and assigns hereby waive any claim, damage, or cause of action that We may have as a result of the dedication of exactions made herein.

ROCKWALL ECONOMIC DEVELOPMENT

Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF ROCKWALL

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

Given upon my hand and seal of office this _____ day of _____, 2019

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document"

Austin J. Bedford
Registered Professional Land Surveyor No. 4132
A.J. Bedford Group, Inc.
301 North Alamo Road
Rockwall, Texas 75087

Case No.: P2019-015

FINAL PLAT
ROCKWALL TECHNOLOGY PARK ADDITION
LOT 4, BLOCK E

1 LOT TOTALING 3.634 ACRES
BEING A REPLAT OF A LOT 1, BLOCK E OF ROCKWALL TECHNOLOGY PARK
ADDITION 3.634 ACRES (158,285 SQUARE FEET)
J.M. ALLEN SURVEY, ABSTRACT NO. 2
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Owner: Rockwall Economic Development
697 East Interstate 30, PO Box 968
Rockwall, Texas 75087
Engineer: ClayMoore Engineering
1903 Central Drive, Suite 406
Bedford, Texas 76021

Scale: 1" = 50'
Date: March 5, 2019
Technician: Bedford
Drawn By: Bedford

Checked By: A.J. Bedford
P.C.: Cryer/Spradling
File: LOT 1 BLOCK E UTIME MEDIA PLAT
Job. No. 552-172
GF No.

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

Sheet:
2
Of: 2

AJ Bedford Group, Inc.
Registered Professional Land Surveyors

TBPLS REG#10118200

RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission Date

APPROVED

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 2019.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval.

WITNESS OUR HANDS, this _____ day of _____, 2019.

Mayor, City of Rockwall City Secretary City Engineer

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CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council
DATE: April 1, 2019
APPLICANT: Debora Allengranti; *CBOCS Texas, LLC*
CASE NUMBER: P2019-006; *Lots 6 & 7, Block A, Rockwall Market Center East Addition*

SUMMARY

Consider a request by Debora Allengranti of CBOCS Texas, LLC on behalf of Eric Borkenhagen of Kohls Illinois, Inc. for the approval of a replat for Lots 6 & 7, Block A, Rockwall Market Center East Addition being a 9.0142-acre tract of land identified Lot 1, Block A, Market Center East Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 823 & 845 E. IH-30, and take any action necessary.

PLAT INFORMATION

- ☒ The applicant is requesting to replat a 9.0142-acre tract of land (*i.e. Lot 1, Block A, Rockwall Market Center East Addition*) into two (2) parcels of land (*i.e. Lots 6 & 7, Block A, Rockwall Market Center East Addition*) for the purpose of constructing a restaurant (*i.e. Cracker Barrel*) on Lot 6.
- ☒ On February 15, 1999, the City Council approved a replat [Case No. *PZ1999-10-1-RP*], a site plan [Case No. *PZ-1999-10-2-SP*], and a landscape plan [Case No. *PZ-1999-10-03-LP*] for a department store (*i.e. Kohl's*).
- ☒ On October 15, 2018, the Planning and Zoning Commission approved a site plan [Case No. *SP2018-028*] for a restaurant (*i.e. Cracker Barrel*) on a 1.629 portion of the existing property.
- ☒ On February 14, 2019, the Board of Adjustments (BOA) approved a variance [Order No. *BOA 2019-3-V*] to reduce the minimum lot frontage from 200-feet to 189.74 feet for Lot 6 and 167.98-feet for Lot 7.
- ☒ The surveyor has completed the majority of the technical revisions requested by staff, and this plat - *- conforming to the requirements for replats as stated in the Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☒ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- ☒ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the *Municipal Code of Ordinances*.

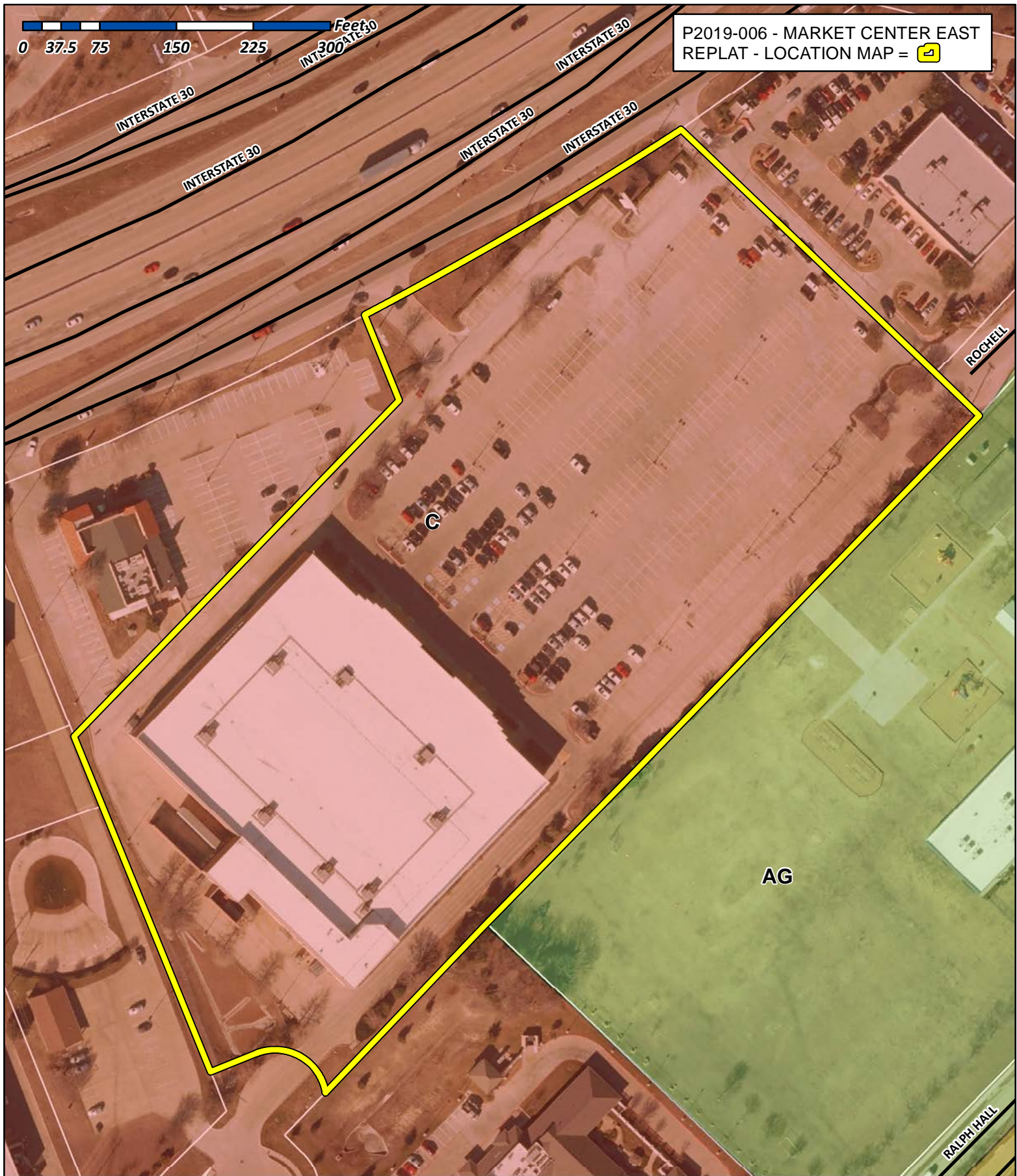
CONDITIONS OF APPROVAL

Should the City Council Choose to approve the replat for *Lots 6 & 7, Market Center East Addition*, staff would propose the following conditions of approval:

- (1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat;
- (2) The developer is to submit revised site plan, landscape plan, photometric plan, and building elevations to the Planning, Engineering, and Building Inspections Departments; and
- (3) Any construction resulting from the approval of this replat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city-adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On March 26, 2019, the Planning and Zoning Commission's motion to recommend approval of the replat with staff's *Conditions of Approval* passed by a vote of 5-0 with Commissioners Fishman and Chodun absent.



City of Rockwall

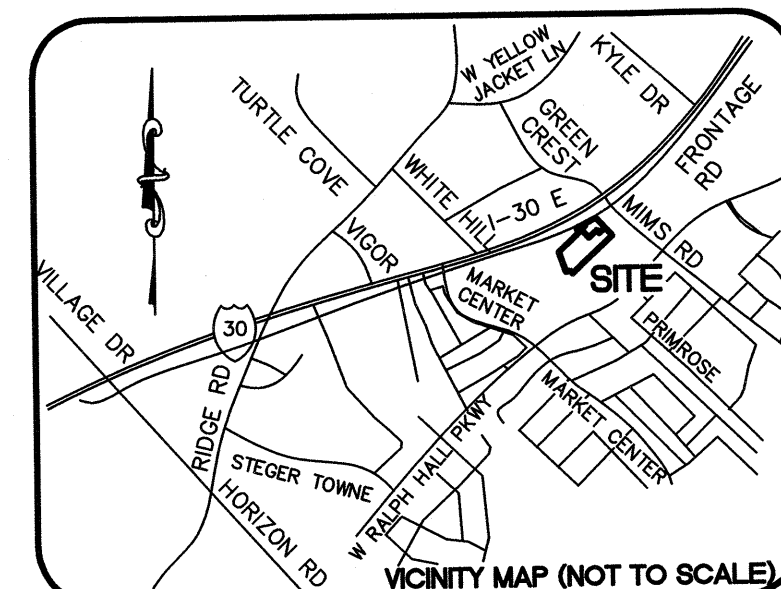
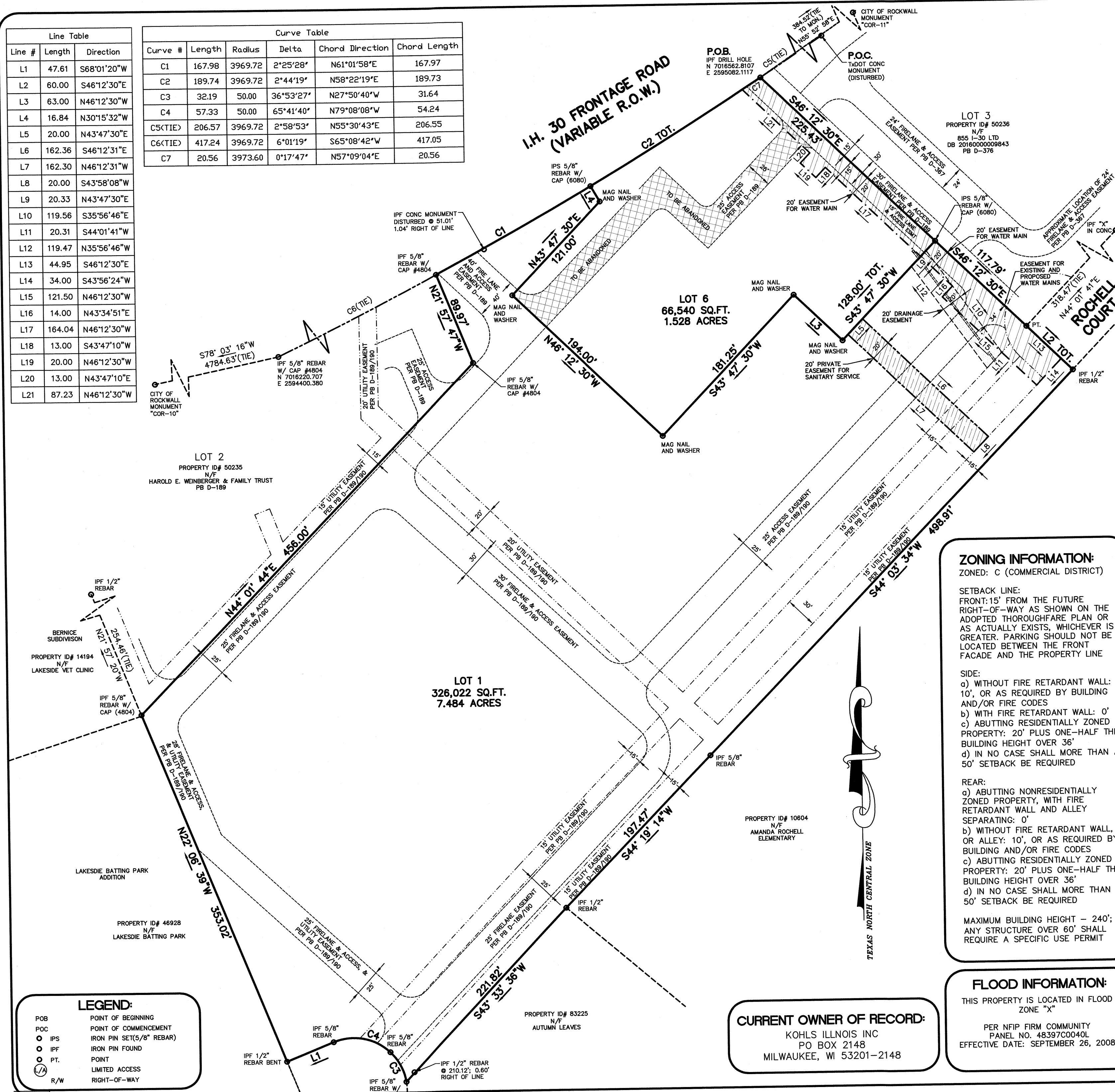
Planning & Zoning Department
 385 S. Goliad Street
 Rockwall, Texas 75032
 (P): (972) 771-7745
 (W): www.rockwall.com

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



Line #	Length	Direction
L1	47.61	S68°01'20"W
L2	60.00	S46°12'30"E
L3	63.00	N46°12'30"W
L4	16.84	N30°15'32"W
L5	20.00	N43°47'30"E
L6	162.36	S46°12'31"E
L7	162.30	N46°12'31"W
L8	20.00	S43°58'08"W
L9	20.33	N43°47'30"E
L10	119.56	S35°56'46"E
L11	20.31	S44°01'41"W
L12	119.47	N35°56'46"W
L13	44.95	S46°12'30"E
L14	34.00	S43°56'24"W
L15	121.50	N46°12'30"W
L16	14.00	N43°34'51"E
L17	164.04	N46°12'30"W
L18	13.00	S43°47'10"W
L19	20.00	N46°12'30"W
L20	13.00	N43°47'10"E
L21	87.23	N46°12'30"W

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	167.98	3969.72	2°25'28"	N61°01'58"E	167.97
C2	189.74	3969.72	2°44'19"	N58°22'19"E	189.73
C3	32.19	50.00	36°53'27"	N27°50'40"W	31.64
C4	57.33	50.00	65°41'40"	N79°08'08"W	54.24
C5(TIE)	206.57	3969.72	2°58'53"	N55°30'43"E	206.55
C6(TIE)	417.24	3969.72	6°01'19"	S65°08'42"W	417.05
C7	20.56	3973.60	0°17'47"	N57°09'04"E	20.56



SURVEYOR'S NOTES:

- 1) ZONING PROVIDED BY THE APPROPRIATE GOVERNMENTAL AGENCY: TO BE USED FOR INFORMATIONAL PURPOSES ONLY.
- 2) THE WORDS "CERTIFY", "CERTIFIES" OR "CERTIFICATION" AS USED HEREIN ARE UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AS SUCH, DO NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.
- 3) I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1: 10,000 AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY DMD METHOD.
- 4) ALL IPS ARE MAG NAIL WITH WASHER (6080) UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS:
 BEARINGS BASED ON OPUS SOLUTIONS
 "OP1521597723686" & "OP1521681978142"
 SPC 4202 TXNC - NAD 83

FREELAND
 SURVEYORS • ENGINEERS

FREELAND & ASSOCIATES, INC.
 323 WEST STONE AVE.
 GREENVILLE S.C. 29609
 TEL. (864) 271-4924 FAX: (864) 233-0315
 EMAIL: info@freeland-associates.com

DRAWN:	JD	PARTY CHIEF:	RH	CHECKED:	MVA
REF. PLAT BOOK:	D-189				
REF. DEED BOOK:	5340-143				
TAX MAP :	50234				
DATE OF SURVEY:	3-22-18				
DATE DRAWN:	11-7-18				
DRAWING NO:	69508-SUB C3D				
DATE OF LAST REVISION:	12-17-18				

0' 60' 120' 180'
 SCALE: 1" = 60'

PLS: JAMES R. FREELAND
 NO: 6080

STATE OF TEXAS
 ROCKWALL COUNTY
 CITY OF ROCKWALL

**RE-PLAT OF ROCKWALL
 MARKET CENTER EAST
 BLOCK A - LOT 6**

E.P. GAINES CHISUM SURVEY, ABSTRACT NO. 64

ZONING INFORMATION:
 ZONED: C (COMMERCIAL DISTRICT)

SETBACK LINE:
 FRONT: 15' FROM THE FUTURE RIGHT-OF-WAY AS SHOWN ON THE ADOPTED THOROUGHFARE PLAN OR AS ACTUALLY EXISTS, WHICHEVER IS GREATER. PARKING SHOULD NOT BE LOCATED BETWEEN THE FRONT FACADE AND THE PROPERTY LINE

SIDE:
 a) WITHOUT FIRE RETARDANT WALL: 10', OR AS REQUIRED BY BUILDING AND/OR FIRE CODES
 b) WITH FIRE RETARDANT WALL: 0'
 c) ABUTTING RESIDENTIALLY ZONED PROPERTY: 20' PLUS ONE-HALF THE BUILDING HEIGHT OVER 36'
 d) IN NO CASE SHALL MORE THAN A 50' SETBACK BE REQUIRED

REAR:
 a) ABUTTING NONRESIDENTIALLY ZONED PROPERTY, WITH FIRE RETARDANT WALL AND ALLEY SEPARATING: 0'
 b) WITHOUT FIRE RETARDANT WALL, OR ALLEY: 10', OR AS REQUIRED BY BUILDING AND/OR FIRE CODES
 c) ABUTTING RESIDENTIALLY ZONED PROPERTY: 20' PLUS ONE-HALF THE BUILDING HEIGHT OVER 36'
 d) IN NO CASE SHALL MORE THAN A 50' SETBACK BE REQUIRED

MAXIMUM BUILDING HEIGHT - 240'; ANY STRUCTURE OVER 60' SHALL REQUIRE A SPECIFIC USE PERMIT

CURRENT OWNER OF RECORD:
 KOHLS ILLINOIS INC
 PO BOX 2148
 MILWAUKEE, WI 53201-2148

FLOOD INFORMATION:
 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X"

PER NFIP FIRM COMMUNITY
 PANEL NO. 48397C0040L
 EFFECTIVE DATE: SEPTEMBER 26, 2008

OWNER'S CERTIFICATION:

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS KOHLS ILLINOIS, INC. BEING THE OWNER OF A TRACT OF LAND IN THE COUNTY OF ROCKWALL, STATE OF TEXAS, SAID TRACT BEING DESCRIBED AS FOLLOWS:

BEING LOT 1 BLOCK A, ROCKWALL MARKET CENTER EAST, AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, ACCORDING TO FINAL PLAT THEREOF RECORDED IN CABINET D, SLIDE 189, OF THE PLAT RECORDS, ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TXDOT RIGHT-OF-WAY CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE INTERSECTION OF INTERSTATE HIGHWAY 30 AND MIMS ROAD; THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3969.72 FEET, AN ARC LENGTH OF 206.57 FEET AND A CHORD BEARING AND DISTANCE OF S 55°30'43"W FOR A DISTANCE OF 206.55 FEET TO A DRILL HOLE FOUND, BEING THE POINT OF BEGINNING;

THENCE S 46°12'30"E FOR 225.43 FEET TO AN IRON ROD;

THENCE S 43°47'30"W FOR 128.00 FEET TO A MAG NAIL AND WASHER;

THENCE N 46°12'30"W FOR 63.00 FEET TO A MAG NAIL AND WASHER;

THENCE S 43°47'30"W FOR 181.25 FEET TO A MAG NAIL AND WASHER;

THENCE N 46°12'30"W FOR 194.00 FEET TO A MAG NAIL AND WASHER;

THENCE N 43°47'30"E FOR 121.00 FEET TO A MAG NAIL AND WASHER;

THENCE N 30°15'32"W FOR 16.84 FEET TO AN IRON ROD;

THENCE ALONG THE SOUTHEASTERN RIGHT-OF-WAY OF INTERSTATE HIGHWAY 30, ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3969.72 FEET, AN ARC LENGTH OF 189.74 FEET AND A CHORD BEARING AND DISTANCE OF N 58°22'19"E FOR 189.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.528 ACRES OR 66,540 SF, MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

I (WE) THE UNDERSIGNED OWNER (S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE RE-PLAT OF ROCKWALL MARKET CENTER EAST, BLOCK A, LOT 1 SUBDIVISION TO THE CITY OF ROCKWALL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, THEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREET, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN ON THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. I (WE) FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE ON LIEN INTEREST IN THE RE-PLAT OF ROCKWALL MARKET CENTER EAST, BLOCK A, LOT 1 SUBDIVISION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT. I (WE) UNDERSTAND AND DO HEREBY RESERVE THE EASEMENT STRIPS SHOWN ON THIS PLAT FOR THE PURPOSES STATED AND FOR THE MUTUAL USE AND ACCOMMODATION OF ALL UTILITIES DESIRING TO USE OR SUING SAME. I (WE) ALSO UNDERSTAND THE FOLLOWING:

1. NO BUILDINGS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE UTILITY EASEMENTS AS DESCRIBED HEREIN.

2. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS STRIPS; AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS OR EGRESS TO, FROM AND UPON THE SAID EASEMENT STRIPS FOR PURPOSE ON CONSTRUCTION, RECONSTRUCTION, INSPECTING, PATROLLING, MAINTAINING, AND EITHER ADDING TO OR REMOVING ALL OR PART OF THEIR RESPECTIVE SYSTEM WITHOUT THE NECESSITY OF, AT ANY TIME, PROCURING THE PERMISSION OF ANYONE.

3. THE CITY OF ROCKWALL WILL NOT BE RESPONSIBLE FOR ANY CLAIMS OF ANY NATURE RESULTING FROM OR OCCASIONED BY THE ESTABLISHMENT OF GRADE OF STREETS IN THE SUBDIVISION.

4. THE DEVELOPER AND SUBDIVISION ENGINEER SHALL BEAR TOTAL RESPONSIBILITY FOR STORM DRAIN IMPROVEMENTS.

5. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE NECESSARY FACILITIES TO PROVIDE DRAINAGE PATTERNS AND DRAINAGE CONTROL SUCH THAT PROPERTIES WITHIN THE DRAINAGE AREA ARE NOT ADVERSELY AFFECTED BY STORM DRAINAGE FROM THE DEVELOPMENT.

6. NO HOUSE DWELLING UNIT, OR OTHER STRUCTURE SHALL BE CONSTRUCTED ON ANY LOT IN THIS ADDITION BY THE OWNER OR ANY OTHER PERSON UNTIL THE DEVELOPER AND/OR OWNER HAS COMPLIED WITH ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF ROCKWALL REGARDING IMPROVEMENTS WITH RESPECT TO THE ENTIRE BLOCK ON THE STREET OR STREETS ON WHICH PROPERTY ABUTS, INCLUDING THE ACTUAL INSTALLMENT OF STREETS WITH THE REQUIRED BASE AND PAVING, CURB AND GUTTER, WATER AND SEWER, DRAINAGE STRUCTURES, STORM STRUCTURES, STORM SEWERS, AND ALLEYS, ALL ACCORDING TO THE SPECIFICATIONS OF THE CITY OF ROCKWALL; OR

7. PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL MAINTENANCE, REPAIR AND RECONSTRUCTION OF DRAINAGE AND DETENTION SYSTEMS IN EASEMENTS.

UNTIL AN ESCROW DEPOSIT, SUFFICIENT TO PAY FOR THE COST OF SUCH IMPROVEMENTS, AS DETERMINED BY THE CITY'S ENGINEER AND/OR CITY ADMINISTRATOR, COMPUTED ON A PRIVATE COMMERCIAL RATE BASIS, HAS BEEN MADE WITH THE CITY SECRETARY, ACCOMPANIED BY AN AGREEMENT SIGNED BY THE DEVELOPER AND/OR OWNER, AUTHORIZING THE CITY TO MAKE SUCH IMPROVEMENTS AT PREVAILING PRIVATE COMMERCIAL RATES, OR HAVE THE SAME MADE BY A CONTRACTOR AND PAY FOR THE SAME OUT OF THE ESCROW DEPOSIT, SHOULD THE DEVELOPER AND/OR OWNER FAIL OR REFUSE TO INSTALL THE REQUIRED IMPROVEMENTS WITHIN THE TIME STATED IN SUCH WRITTEN AGREEMENT, BUT IN NO CASE SHALL THE CITY BE OBLIGATED TO MAKE SUCH IMPROVEMENTS ITSELF. SUCH DEPOSIT MAY BE USED BY THE OWNER AND/OR DEVELOPER AS PROGRESS PAYMENTS AS THE WORK PROGRESSES IN MAKING SUCH IMPROVEMENTS BY MAKING CERTIFIED REQUISITIONS TO THE CITY SECRETARY, SUPPORTED BY EVIDENCE OF WORK DONE; OR

UNTIL THE DEVELOPER AND/OR OWNER FILES A CORPORATE SURETY BOND WITH THE CITY SECRETARY IN A SUM EQUAL TO THE COST OF SUCH IMPROVEMENTS FOR THE DESIGNATED AREA, GUARANTEEING THE INSTALLATION THEREOF WITH THE TIME STATED IN THE BOND, WHICH TIME SHALL BE FIXED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL.

I (WE) FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTION'S MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY; I (WE), MY (OUR) SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT I (WE) MAY HAVE AS A RESULT OF THE DEDICATION OF EXACTIONS MADE HEREIN.

PROPERTY OWNER SIGNATURE

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____(PROPERTY OWNER), KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREFOING INSTRUMENT, AND ACKNOWLEDGED TO ME TAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UPON MY HAND AND SEAL OF OFFICE THIS _____(DAY) OF _____(MONTH/YEAR).

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS MY COMMISSION EXPIRES

SIGNATURE OF PARTY WITH MORTGAGE OR LIEN INTEREST

GENERAL NOTES:

1) IT SHALL BE THE POLICY OF THE CITY OF ROCKWALL TO WITHHOLD ISSUING PERMITS UNTIL ALL STREET, WATER, SEWER AND STORM DRAINAGE SYSTEMS HAVE BEEN ACCEPTED BY THE CITY. THE APPROVAL OF A PLAT BY THE CITY DOES NOT CONSTITUTE ANY REPRESENTATION, ASSURANCE OR GUARANTEE THAT ANY BUILDING WITHIN SUCH PLAT SHALL BE APPROVED, AUTHORIZED OF PERMIT THEREFOR ISSUED, NOR SHALL SUCH APPROVAL CONSTITUTE ANY REPRESENTATION, ASSURANCE OR GUARANTEE BY THE CITY OF THE ADEQUACY AND AVAILABILITY FOR WATER FOR PERSONAL USE AND FIRE PROTECTION WITHIN SUCH PLAT, AS REQUIRED UNDER ORDINANCE 83-54.

SURVEYOR'S CERTIFICATE:

NOW, THEREFORE KNOW THAT ALL MEN BY THESE PRESENTS:

THAT I, JAMES R. FREELAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERTY PLACED UNDER MY PERSONAL SUPERVISION.

SURVEYOR SIGNATURE 1-10-18 REGISTERED PUBLIC SURVEYOR# 6080

STANDARD CITY SIGNATURE BLOCK:

PLANNING & ZONING COMMISSION, CHAIRMAN DATE

APPROVED:
I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF AN ADDITION TO THE CITY OF ROCKWALL, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL ON THE _____(DAY) OF _____(MONTH/YEAR).

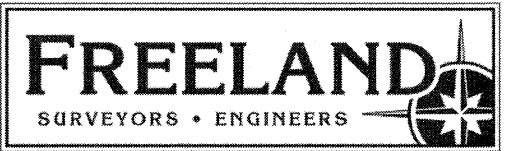
THIS APPROVAL SHALL BE INVALED UNLESS THE APPROVED PLAT FOR SUCH ADDITION IS RECORDED IN THE OFFICE OF THE COUNTY CLERK OF ROCKWALL COUNTY, TEXAS, WITHIN ONE HUNDRED EIGHTY (180) DAYS FROM SAID DATE OF FINAL APPROVAL.

WITNESS OUR HANDS, THIS _____(DAY) OF _____(MONTH/YEAR).

MAYOR, CITY OF ROCKWALL

CITY SECRETARY

CITY ENGINEER



FREELAND & ASSOCIATES, INC.
323 WEST STONE AVE.
GREENVILLE S.C. 29609
TEL. (864) 271-4924 FAX: (864) 233-0315
EMAIL: info@freeland-associates.com

DRAWN: JD PARTY CHIEF: RH CHECKED: MVA

REF. PLAT BOOK: D-189

REF. DEED BOOK: 5340-143

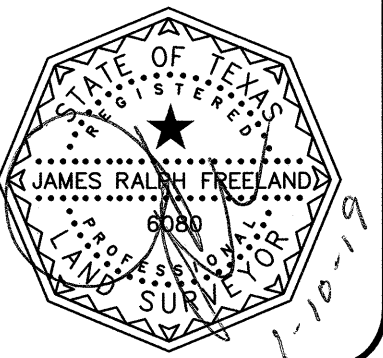
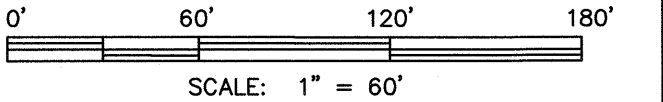
TAX MAP : 50234

DATE OF SURVEY: 3-22-18

DATE DRAWN: 11-7-18

DRAWING NO: 69508-SUB C3D

DATE OF LAST REVISION: 12-17-18



PLS: JAMES R. FREELAND
NO: 6080

STATE OF TEXAS
ROCKWALL COUNTY
CITY OF ROCKWALL

RE-PLAT OF ROCKWALL
MARKET CENTER EAST
BLOCK A - LOT 6

E.P. GAINES CHISUM SURVEY, ABSTRACT NO. 64

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CITY OF ROCKWALL

CITY COUNCIL MEMORANDUM

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

CC: Rick Crowley, *City Manager*
Mary Smith, *Assistant City Manager*
Joey Boyd, *Assistant City Manager*

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

DATE: April 1, 2019

SUBJECT: Water, Wastewater, and Roadway Impact Fee Study

Section 395.052(a) of the Texas Local Government Code (TLGC) requires that a municipality that imposes an impact fee must update the land use assumptions and capital improvements plan at least every five (5) years. The City last updated the Water, Wastewater, and Roadway Impact Fees in 2013-2014. Based on the requirements of the TLGC, staff has engaged Freese & Nichols, Inc. -- *the same consultants that prepared the roadway updates for 2013-2014* -- to perform the roadway impact fee study. The contract proposed by Freese & Nichols, Inc. is for a total cost of \$41,424.00, and includes the roadway program update and collection of the required traffic volume data needed to complete the study. Birkoff, Hendricks & Carter, LLP has already been engaged to perform the update to the water and wastewater program. Staff has also completed the land use assumptions update *in-house* and is prepared to move forward as prescribed by the TLGC. Staff requests the City Council consider approving the City Manager to enter into the agreement for the update. It should be noted that the City Attorney is in the process of finalizing the contract, but all pertinent information concerning the contract is attached to this memorandum. This was included and approved in the *FY2018-2019 Budget*. Should the City Council have any questions staff will be available at the April 1, 2019 meeting.

Attachment A to Professional Engineering Services Contract
Scope of Services
Roadway Impact Fee Program Update
City of Rockwall, Texas

Phase 1: Roadway Impact Fee Update

A. Land Use Assumptions

The impact fee capital improvement plan is required to be based upon a set of adopted land use assumptions which includes a “description of the service area(s) and projections of changes in land use, densities, intensities, and population in the service area over at least a ten-year period.” Although no format is specified in the State statute, the key components of the land use assumptions include; description and analysis of existing conditions, determination of service area(s) for capital facilities, ten-year growth projections, and discussion of an ultimate or “build out” development scenario.

The CITY will prepare the Land Use Assumptions Report as well as present the Land Use Assumptions to the Capital Improvements Advisory Committee and the City Council during the impact fee Public Hearing. ENGINEER will support the CITY in identifying the necessary report components. Detail of the report requirements are detailed in the Responsibilities of City (Article IV-A) below.

B. Roadway Impact Fee Update

1. Project Kick-off and identification of Data Needs: ENGINEER will conduct an initial meeting with the CITY to review proposed scope of services, approach, goals and deliverables of the study. ENGINEER will provide the CITY with a Data Request Memorandum identifying data needs from all component of the impact fee study. The meeting will include discussion of the following:
 - a. Present and discuss methodology and approach
 - b. Scheduling and project coordination
 - c. Information and data needs from the CITY
 - d. A review of recent and proposed developments/future growth in the CITY and planning area
 - e. Identification of potential CIP projects for consideration into the impact fee system
 - f. Capital Improvements Advisory Committee and Meetings
 - g. CITY Coordination for resolutions/postings and public hearings
 - h. Coordination of final documentation

Up to six (6) meetings will be held throughout the study process and include the following; Advisory Committee (3), CITY Staff (2), CITY Council/Public Hearing (1).

Documents will be prepared as part of the study process and be presented to the CITY and Capital Improvements Advisory Committee (CIAC). To reduce overall project costs throughout the study process, electronic documents (PDF format) will be provide to the CITY for reproduction and dissemination to the Steering Committee and City Council. At project conclusion, one (1) unbound color original hardcopy of the adopted final report will be submitted to the CITY. An electronic version of the file (PDF format), will also be provided.

As part of project initiation, ENGINEER will meet (Meeting #1) with the Capital Improvements Advisory Committee (CIAC) to provide an overview of the impact fee study update, review Land Use Assumptions and associated growth rate (Task A) and discuss next steps in the program update. The CIAC shall provide comment on the LUA for the study to proceed forward.

2. Update Roadway Impact Fee Service Areas: From the 2013 system update, four service areas have been created for the city's roadway impact fee system. ENGINEER will update the roadway service area structure to incorporate recent municipal annexations. ENGINEER will also review any revised changes to the service area structure to ensure compliance with state legislation (six-mile maximum). Following the completion of this task, CITY Staff will review and approve the service area structure prior to commencement of supplemental tasks. It is anticipated that minimal changes will be made to the service area structure.
3. Existing Roadway Inventory and Analysis: ENGINEER will assemble an inventory and analysis of existing major roadways, by service area (Task 2) in the city. The inventory will contain the following information of existing collector and arterial status roadways; roadway segment name and limits, length (in miles), number of lanes, facility type (divided, undivided) and functional classification (arterial, collector).

Existing conditions analyses will be prepared to calculate capacity provided and utilized of existing capital improvements within the city. Any roadway deficiencies will be summarized by service area for use in the capital improvements analysis. The existing conditions analysis will be based on PM peak hour directional traffic volume data. ENGINEER will collect such data at up to twenty-five (25) locations throughout the city. ENGINEER will coordinate with the CITY with a map depicting locations for data collection of peak-hour directional traffic count data.

4. Determination of Projected Roadway Demand: Determination of projected roadway demand over the 10-year planning period will be based on socio-demographic data developed in the land use assumptions report prepared as part of the study process. The service unit equivalency table, updated in Task 9, will serve as the basis for determination of the number of service units generated within individual service areas over the ten-year planning period. Service unit equivalencies for residential, general shopping, office and general industrial will be used for service unit generation from growth defined in the land use assumptions report (to be prepared by the CITY).
5. Develop Roadway Capital Improvements Program: The impact fee capital improvements program (CIP) will be updated incorporating growth considerations over the ten-year plan period, the City Thoroughfare Plan, fiscal constraints and City Staff input. The 2013 impact fee CIP project listing will serve as the basis for defining additional needs. Project costing for CP projects will be based on recent unit pricing from city projects. The CITY will provide actual cost information for completed projects and be broken down by; construction, engineering, right-of-way and debt service. ENGINEER will develop cost estimates for project additions to the program and be based on unit cost data to be provided by the CITY. We have assumed that one (1) impact fee CIP scenario will be prepared as part of this study effort.

Both the 2009 and 2013 roadway impact fee programs credited the cost of the impact fee CIP by 50%. For scoping purposes, it is assumed that a financial analysis determining the maximum that could be charge (in excess of 50%) will not be conducted. Should such study be desired, a revised scope fee will be provided.

6. Meet with CITY to Review Capital Improvement Plans: ENGINEER will prepare maps depicting existing and proposed system improvements eligible for impact fees and will conduct a meeting with CITY to review projects and to obtain comments. (Concurrent with Task 8.)
7. Conduct CIAC Meeting #2: ENGINEER will present the proposed roadway CIP to the CIAC and solicit comments to the plan.

8. Roadway CIP Database Update and Maximum Fee Calculation: Impact fee CIP project data will be compiled and input into a roadway projects database. This database will be prepared by service area and include the following information:
 - a. Roadway segment name and limits.
 - b. Number of lanes, length and facility type.
 - c. Project cost information (construction, engineering, ROW, debt service).
 - d. Capacity provided by CIP projects, utilized and percent attributable to new development.
 - e. Project cost attributable to new development.

Based on data compiled into the CIP database, an updated maximum cost per service unit will be calculated for service areas within the CITY

9. Update Service Unit Equivalency Table (SUE) for Roadway System: ENGINEER will update the listing of service unit equivalencies for major land uses within the categories of residential, office, commercial, industrial and institutional uses. Subject to available data, up to five (5) land uses will be added based on city input. The service unit generation table will also be updated to incorporate new trip rate and trip length information. Trip rate information will be based on data contained in the Institute of Traffic Engineers *Trip Generation*, 10th Edition. Trip length data will be based on available data from the North Central Texas Council of Governments Workplace Survey.

Develop Draft Roadway Impact Fee Report: ENGINEER will prepare and submit a Draft Roadway Impact Fee Report documenting analyses, the CIP, its associated cost, and associated maximum cost per service unit. An electronic version of the draft report (PDF format) will be provided for the CITY to make/disseminate necessary copies for Staff and CIAC review (Tasks 11 and 12).

10. Meet with CITY to Review Draft Impact Fee Report: ENGINEER will discuss the Draft Impact Fee Report and present comparisons with other Cities and obtain comments. The CITY will provide a consolidated list of comments of the draft report.
11. Fee Benchmarking: Up to eight (8) area cities will be benchmarked with Rockwall for comparison of impact fee collections. Up to four (4) land uses will be prepared for comparison.
12. Conduct CIAC Meeting #3: ENGINEER will present the results of the Impact Fee Study to the Citizen Advisory Committee. In addition to the discussion of the resultant cost per service unit, a comparison of the unit cost to area cities will be made.
13. Finalize Roadway Impact Fee Report: Based on comments from the CITY CIAC (Task 8), ENGINEER will finalize the Impact Fee Report for use as part of the impact fee hearing. An electronic version of the final report (PDF format) will be submitted to the CITY printing/dissemination of reports to the City Council.
14. Present Capital Improvements Plan at Public Hearing (#1): ENGINEER will attend one (1) Public Hearing to present the Capital Improvements Plan and updated impact fee calculation and will be available to discuss/answer questions. (This task runs concurrent with the presentation of the Land Use Assumptions.)

The CITY shall take lead in the preparation and submittal of all necessary public noticing, resolutions and ordinance language throughout the study process.

15. Submit Final Sealed Report: At the conclusion of the public hearing process, ENGINEER will submit one (1) unbound color copy original of the final report. The report shall be sealed by a Professional Engineer registered with the State of Texas.

Deliverables:

- A. Discussion of data needs, methodology/approach and presentation to the CIAC.
- B. Identification of directional PM Peak hour traffic counts.
- C. Updated service area structure/boundary map.
- D. Updated roadway system inventory/existing utilization (capacity, use, deficiency) by service area.
- E. Coordination with land use assumptions; projection of 10-year demands (vehicle-miles) generated by new development for each service area.
- F. Updated roadway impact fee CIP and associated costs; analysis of impact fee CIP (capacity made available, use and projection of needs by new development).
- G. Updated impact fee database and associated cost per service unit calculation for each service area.
- H. Updated land use equivalency table.
- I. Report and presentation for public hearing process.
- J. Final Sealed Report of the impact fee update.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by ENGINEER on an hourly, not to exceed fee basis, if authorized by CITY, which are not included in the above described basic services, are described as follows:

- A. Additional meetings with the Capital Improvements Advisory Committee and/or the City Council for workshops or other meetings in connection with the impact fee program update.
- B. An impact fee finance study should the CITY determine the desire to collect impact fees above the 50% rate. A scope and fee will be provided, if requested.
- C. Providing renderings, model, and mock-ups requested by the CITY.
- D. Revising study mapping, drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of ENGINEER.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

- F. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- G. Assisting CITY in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes.
- H. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by ENGINEER on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- I. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.
- J. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- K. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- L. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this Professional Engineering Services Agreement.

ARTICLE III

TIME OF COMPLETION: ENGINEER is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the technical portion services, exclusive of the final public hearing, in accordance within 4 – 6 months. This timeframe is dependent on the ability of City Staff and Advisory Committee to provide feedback to all project submittals. It is not anticipated that any special meetings will be needed for the Capital Improvements Advisory Committee (P&Z serving as CIAC) and the City Council.

If ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CITY or regulatory reviews, delays on the flow of information to be provided to ENGINEER, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment B.

ARTICLE IV

RESPONSIBILITIES OF CITY: CITY shall perform the following in a timely manner so as not to delay the services of ENGINEER:

- A. Preparation of Land Use Assumptions (LUA Report) for Roadway Impact Fee Update
 - 1. The Capital Improvement Plan (CIP) is required to be based upon a set of adopted land use assumptions which includes a "description of the service area(s) and projections of changes in

land use, densities, intensities, and population in the service area over at least a ten-year period.” Although no format is specified in the State statute, there are four basic requirements or components of the land use assumptions:

- i. Determination of service area(s) for each capital facility
- ii. Description and analysis of existing conditions (base data)
- iii. Ten-year growth projections
- iv. Discussion of an ultimate or “build out” development scenario

It is anticipated that the City staff will use the service area structure established as part of the previous system update as amended in Task 2 (Phase 1, B2) above.

Existing Land Use Development

The report will document existing conditions in terms of land use, land use density, and current population/employment of the study area. As the LUA report will be documenting conditions for both roadway and water/wastewater impact fees, separate tables documenting each program service area boundaries will be needed. For roadways, data will be confined to the city limits. Data should be compiled and documented by traffic service zones (NCTCOG TSZ subareas) in tabular format to all for specific area planning. An accompanying map depicting TSZ boundaries should also be included. A description for the basis of the existing conditions should be provided.

Ten-Year Growth Assumptions

The purpose of ten-year projections is to serve as a basis for unit cost calculations that will be used in the impact fee program. The period of analysis shall be January 2019 through January 2029. Growth assumptions may be based on historic trend of population, recent building permit activity, upcoming anticipated/known developments or some synthesis of both. It is assumed that a growth rate will be prepared and presented to the CIAC, with the CIAC providing approval of such growth rate for study documentation.

Growth assumptions will include and be broken out in the following manner:

Roadway: population, dwelling unit and employment by industry (basic, service, retail) by roadway service areas for year 2019 and 2029.

The growth projections should be coordinated with the CITY’s Future Land Use Plan for consistency with long-range community planning efforts. A ten-year figure in terms of land use type, associated acreage and density should also be provided.

Land Use Assumption Report

A draft report documenting items above will be submitted electronically for Study Team review. Subsequent to this review, draft reports will be made available for presentation to the CIAC. Based on comments from the CIAC, a final report will be prepared for the Public Hearing process.

Conduct LUA Meetings with the CIAC and Public Hearing

The CITY will support ENGINEER with meetings with the CIAC and City Council for the approval and public hearing of the LUA Report. Subject to CIAC comments, the CITY will prepare the final report for use in this impact fee program update.

Task Products:

- Electronic copy of initial draft document for Study Team review.
- Presentation of the draft LUA to the CIAC.

- Preparation of the final LUA report to make available for the Public Hearing process.
 - Presentation of the final LUA to the City Council as part of the impact fee public hearing.
 - Electronic copy of the final approved report in Word and PDF format.
2. Collection of PM peak hour directional traffic volumes at up to 25 locations for analysis of existing demand and deficiencies. ENGINEER will coordinate with City Staff with respect to count locations.
 3. Coordinate meeting times and places, including notifying each study team member.
 4. Review and comment on ENGINEER recommendations.
 5. Publish all public hearing notices, including all notices required in the newspaper, Council resolutions and ordinances for the approval of program update.
 6. Provide to ENGINEER all existing population, employment, base maps, and other data which may be relevant to the impact fee program.
 7. Make all requests to other public agencies such as NCTCOG (if necessary) for data and/or assistance, as may be appropriate and relevant to the impact fee program.
 8. Provide current GIS base map of the city and Thoroughfare Plan in electronic format. ESRI shapefiles would be acceptable.
 9. Provide data of existing roadways (arterial and collector streets) within the city limits. Specific information required for the inventory includes the following:
 - a. Roadway name
 - b. Roadway type (divided, undivided, arterial, collector, etc.)
 - c. Existing number of lanes
 10. Any available long-range travel forecasts to assist in the preparation of the Capital Improvements Program.
 11. Historic roadway unit cost data for the preparation of updates to project costing for proposed impact fee program projects. Unit cost or bid tab data should resemble facility types depicted on the City Thoroughfare Plan.

Other project costing to be provided include actual project costs for recently completed roadway impact fee projects. Data to be included; construction, engineering, right-of-way and debt service. Any previous collections by the CITY from development should also be submitted.

- B. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as CITY may require or ENGINEER may reasonably request about legal issues pertaining to the Project.
- C. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- D. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: ENGINEER and CITY designate the following representatives:

CITY's Designated Representative

Mr. Ryan C. Miller, Director of Planning
385 South Goliad
Rockwall, Texas 75087
Phone: (972) 771-6441
Fax: (972) 771-7748
E-mail: RMiller@rockwall.com

CITY's Accounting Representative

Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

ENGINEER's Designated Representative

Edmund Haas, AICP
2711 N. Haskell Ave., Suite 3300
Dallas, Texas 75204
Phone: 214-217-2321
Fax: 214-217-2201
E-mail: eh@freese.com

ENGINEER's Accounting Representative

Stephanie Kirchstein
2711 N. Haskell Ave., Suite 3300
Dallas, Texas 75204
Phone: 214-217-2212
Fax: 214-217-2201
E-mail: Stephanie.Kirchstein@freese.com

COMPENSATION

Compensation to FNI shall be the lump sum fee of Forty-One Thousand Four Hundred Twenty-Four Dollars (\$41,424). If ENGINEER sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment A, ENGINEER will notify CITY for CITY'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional 1	75	138
Professional 2	101	186
Professional 3	127	208
Professional 4	142	224
Professional 5	170	284
Professional 6	179	365
Construction Manager 1	93	166
Construction Manager 2	102	174
Construction Manager 3	140	192
Construction Manager 4	176	260
CAD Technician/Designer 1	62	119
CAD Technician/Designer 2	91	141
CAD Technician/Designer 3	118	189
Corporate Project Support 1	45	115
Corporate Project Support 2	68	156
Corporate Project Support 3	90	244
Intern / Coop	40	78

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

Travel

Standard IRS Rates

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the ENGINEER's office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where ENGINEER provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to ENGINEER if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February. Last updated February 2019.

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City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and Councilmembers
FROM: Bethany Browning
DATE: April 1, 2019
SUBJECT: Appointment with Downtown Rockwall Association to Discuss Street Closures

On February 6, 2019 the Downtown Rockwall Association voted to approve their annual calendar of events which included 8 additional street closures in the 100 block of North San Jacinto Street:

(5) Classic Car Shows (February (past), June, July, August, September)
Easter Event (April)
Corks & Canvas (May)
Yoga on the Square (July)

Since the February 6 meeting, the DRA has stated they would like to utilize the San Jacinto Plaza for the last three events (Easter, Corks & Yoga) versus closing North San Jacinto.

In recent years downtown streets have been closed four times annually for the following major events:

1. Downtown Summer Kick-Off (Opening Weekend of Farmers Market and San Jacinto Plaza Music Series, Craft Market and Cinco de Mayo Celebration)
2. Rib Rub Run & Roll
3. Scare on the Square and
4. Hometown Christmas Celebration.

Tamara Kolleck, DRA President has an appointment with City Council to seek approval for the additional street closures and to discuss their special events. Attached is a copy of the original calendar of events approved at the February 6, 2019 DRA meeting and the powerpoint that will be presented to the City Council on Monday night by the DRA president. Staff will be available to answer questions as well.

Downtown Rockwall Association

2019 Calendar of Events (DRAFT)

January: JAN 16TH DRA MEMBERS MEETING @6:15PM STERLING TEA

February:

- Feb 16th Local Lovers Stroll
- Feb 23rd Sidewalk Sale + Classic Cars & Coffee on the Square

March:

- March 16th: Be Crafty Event, St. Patricks's Theme pastry decorating in the plaza
- March 21st vs 23rd: Spring Fling in Downtown (Ladies Late Night Shopping Event)?

April:

- April 20th: Easter Event. Bunny & Pig Yoga, Easter Egg Hunt, Pictures w/ Easter Bunny

May:

- May 2nd: Music Series starts
- May 4th: Farmer's Market begins, Artisan Craft Fair, Downtown summer kickoff & Cinco de Mayo. Local Beer Stroll-Sponsorship from local breweries
- May 18th: Founders Day, Corks & Canvas on the Square
- May 19th: Farm to Feast

June:

- June 15th Family Friendly/Men's themed event, Local brewery Beer Stroll, food trucks & Classic cars

July:

-July 13th Goat Yoga on the Square

-July 27th Classic Cars & Coffee

August:

-Aug 9th-11th Shop local Texas Tax free weekend, Side walk sale

-Aug 31st Classic Cars & Coffee

September:

- Sept 11th-14th, 1st responder appreciation shopping weekend 20% off item purchase with ID.

- Sept 28th Classic Cars & Coffee

October:

- October 5 Rib Run and Roll; Beer stroll

- October 13th Farm to Feast

- October 26th Scare on the Square & movie night

November:

- November 8th Holiday Open House

- November 30th Shop Small, Plaza Breakfast & Mimosa Stroll

December:

- December 7th Hometown Christmas

- December 13th & 14Th Downtown District Holiday Tour of Homes & (tour discount promo + Dessert Stroll 14th)

- December 20th Late Night Shopping



DOWNTOWN ROCKWALL ASSOCIATION

CALENDAR OF EVENTS REVIEW & NEW REQUESTS

DOWNTOWN ROCKWALL ASSOCIATION

PURPOSE:

- 1. TO DEVELOP, EXECUTE AND PARTICIPATE IN COMMUNITY EVENTS FOR PROMOTING THE ROCKWALL DOWNTOWN HISTORICAL DISTRICT.**
- 2. TO WORK IN CONJUNCTION WITH THE CITY AND COUNTY GOVERNMENT OFFICES TOWARDS CONTINUED REVITALIZATION AND GROWTH OF THE DOWNTOWN BUSINESS DISTRICT.**
- 3. TO PROMOTE BUSINESS OPPORTUNITIES AND TOURISM OF THE DOWNTOWN ROCKWALL HISTORICAL DISTRICT IN THE CITY OF ROCKWALL FOR THE GOOD OF THE COMMUNITY, AS WELL AS PROMOTING AND MARKETING OUR MEMBERS BUSINESSES TO AREAS OUTSIDE OF ROCKWALL.**

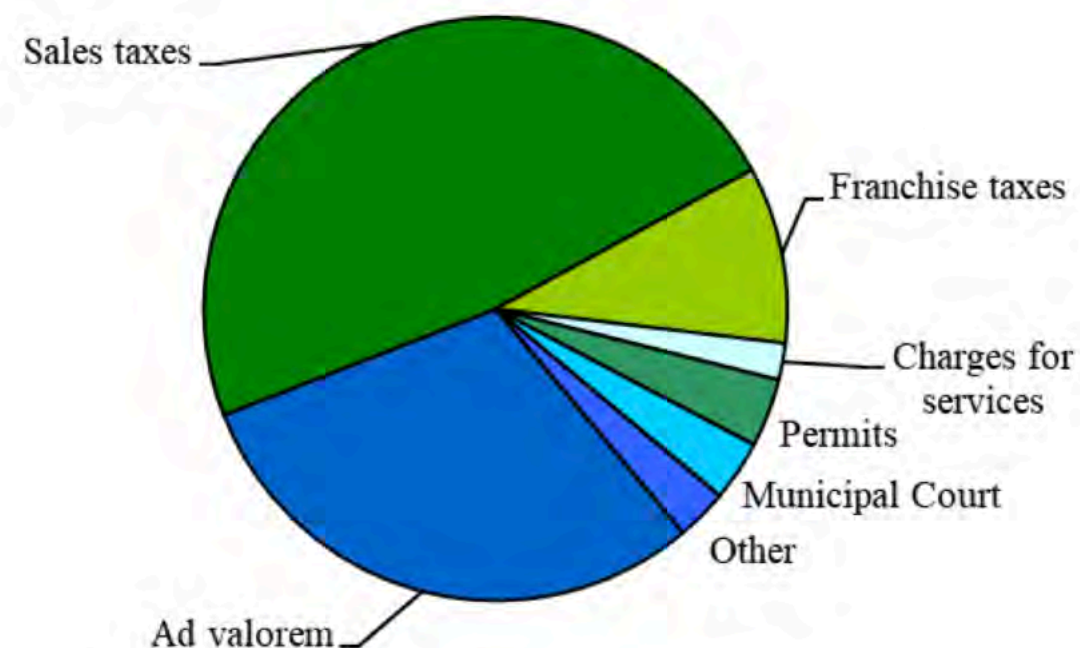
City of Rockwall Revenues from local Sales Tax

-2016 FINANCIAL REPORT

Downtown Rockwall underwent extensive reconstruction with completion occurring in 2016 and marked by a full-day celebration of the end of construction. Several new stores have moved into the downtown square following the completion adding to the mix of retail, restaurant and service locations. The City benefits from the attention garnered from Rockwall's being a Texas Main Street City. The City has seen a 5.4% increase in sales taxes in the downtown area in the last fiscal year and 70.4% in the last five years. (EXCERPT TAKEN FROM CITY OF ROCKWALL 2016 FINANCIAL REPORT)

The City's *General Fund* reported an ending unassigned fund balance of \$11,165,872. The largest source of general fund revenue is sales tax, it accounted for \$15,574,733 (47.98%) of total general fund revenue.

Revenues by Source – General Fund



CITY OF ROCKWALL

FY 2017-2018

FACTS FROM THE “ADOPTED BUDGET REPORT”

The City of Rockwall will end FY2017 in strong financial position. The City of Rockwall has had a good year in 2017 with overall revenues meeting budgeted expectation; however, revenues have not out-performed budget estimates for Sales Tax to the extent that they have in previous years. 2017 expenditures generally conform to the expenditure plan outlined in the FY2017 budget. Decisions to expend additional reserve funds during the course of the year have not resulted in compromising the City’s financial position, but rates of revenue increases, particularly in Sales Tax collection, have slowed as compared to previous year increases. Budgeted and actual total Sales Tax collections for the past several years are provided below:

Fiscal Year	Proposed Budget	Actual Collections	% Change
2013	\$12,076,200	\$13,271,760	9.97%
2014	\$12,998,000	\$13,515,016	3.97%
2015	\$13,617,300	\$14,302,831	5.03%
2016	\$14,941,000	\$15,378,895	2.92%
2017	\$15,791,200	\$15,977,050 (projected)	1.17%

Despite a continued increase from historic per capita sales tax collections (\$340/capita - noted in strategic planning data - to the FY2017 rate of about \$378/capita), due to the reduced overall rate of increase for the past year, the proposed budget indicates a cautious approach in estimating increased Sales Tax receipts for the coming year as the likelihood of increased online retail sales market share continues.

DOWNTOWN RETAIL FINANCIAL TRENDS

- * HISTORICALLY LOWEST INCOME EARNING MONTHS IN DOWNTOWN ROCKWALL W/ PROBABLE FACTORS: **PROFITS DECREASED 30-35% IN THESE MONTHS AMONG MERCHANTS.**
 - * **JANUARY**-CONSUMERS RECOVERING FROM FINANCIAL DRAIN OF HOLIDAY SPENDING, LACK OF EVENTS TO DRAW TRAFFIC DOWNTOWN.
 - * **FEBRUARY**- CONSUMERS PREPARING FOR TAX SEASON, LACK OF EVENTS TO KEEP PUBLIC ENGAGED AND DRAW CONSUMERS DOWNTOWN.
 - * **JUNE**- SUMMER VACATIONS, LACK OF RETAIL/RESTAURANT DRIVEN EVENTS TO KEEP PUBLIC ENGAGED AND DRAW CONSUMERS DOWNTOWN.
 - * **JULY**-SUMMER VACATIONS, TEXAS HEAT, LACK OF RETAIL/RESTAURANT DRIVEN EVENTS TO KEEP PUBLIC ENGAGED AND DRAW CONSUMERS DOWNTOWN.
 - * **AUGUST**- BACK TO SCHOOL TIME, TEXAS HEAT, LACK OF RETAIL/RESTAURANT DRIVEN EVENTS TO KEEP PUBLIC ENGAGED AND DRAW CONSUMERS DOWNTOWN.
 - * **SEPTEMBER**- TEXAS HEAT, START OF TEXAS STATE FAIR, LACK OF RETAIL/RESTAURANT DRIVEN EVENTS TO KEEP PUBLIC ENGAGED AND DRAW CONSUMERS DOWNTOWN.

In the past 3 years there has been approximately 13+ businesses that have either gone out of business, moved locations, or rebranded in an effort to try continue to survive in business downtown.

The average monthly
rent cost for commercial
retail downtown is
\$2600.00-\$6000.00

Many merchants struggle to make profits in down financial trending months with lack of continual foot traffic and public awareness/exposure of downtown shopping and dining options.

During a DRA driven event day, How do these events effect merchant sales profits?

“The average merchant’s traffic and sales profits increase 100-150% during DRA driven events where there is individual shop participation and collaborative efforts help to promote the event.”

–A poll conducted through the DRA from its merchants.



DRA

DOWNTOWN 4 KEYSTONE EVENTS

HISTORICALLY PRE-APPROVED WITH CITY W/STREET CLOSURES

DATE MAY 4TH, 2019

NAME DOWNTOWN SUMMER KICKOFF/CINCO DE MAYO



PROJECT **CITY EVENT-RIB, RUB, RUN, & ROLL**
DRA EVENT- FREE BEER STROLL

DATE **OCTOBER 5TH, 2019** NAME **CRAFT BEER STROLL**

SCARE ON THE SQUARE DOWNTOWN ROCKWALL



Sponsored by the Downtown Rockwall Association & Friends of Downtown



SATURDAY, OCTOBER 27th 2018 - 4:00pm to 7:00pm

**CARNIVAL EATS - TRICK-OR-TREATING AT THE
STORES - KIDS ACTIVITIES AROUND THE SQUARE**

FREE MOVIE SHOWING @7:00PM DISNEY'S

"THE NIGHTMARE BEFORE CHRISTMAS"



**75,000 PIECES OF FREE CANDY
GIVEN OUT TO THE COMMUNITY &
PAID BY COURTESY OF EACH
DOWNTOWN MERCHANT
PERSONALLY.**

(ANNUAL COST \$6500.00+)



SCARE ON THE SQUARE

OCTOBER 26TH, 2019



**DOWNTOWN
ROCKWALL ANNUAL
TRADITION 10+ YEARS
INCREASING EVENT
COSTS
\$25,000-35,000.00
ANNUALLY**

**FREE COMMUNITY
EVENT**

DOWNTOWN HOMETOWN CHRISTMAS

DECEMBER 7TH, 2019

DOWNTOWN STREET CLOSURES

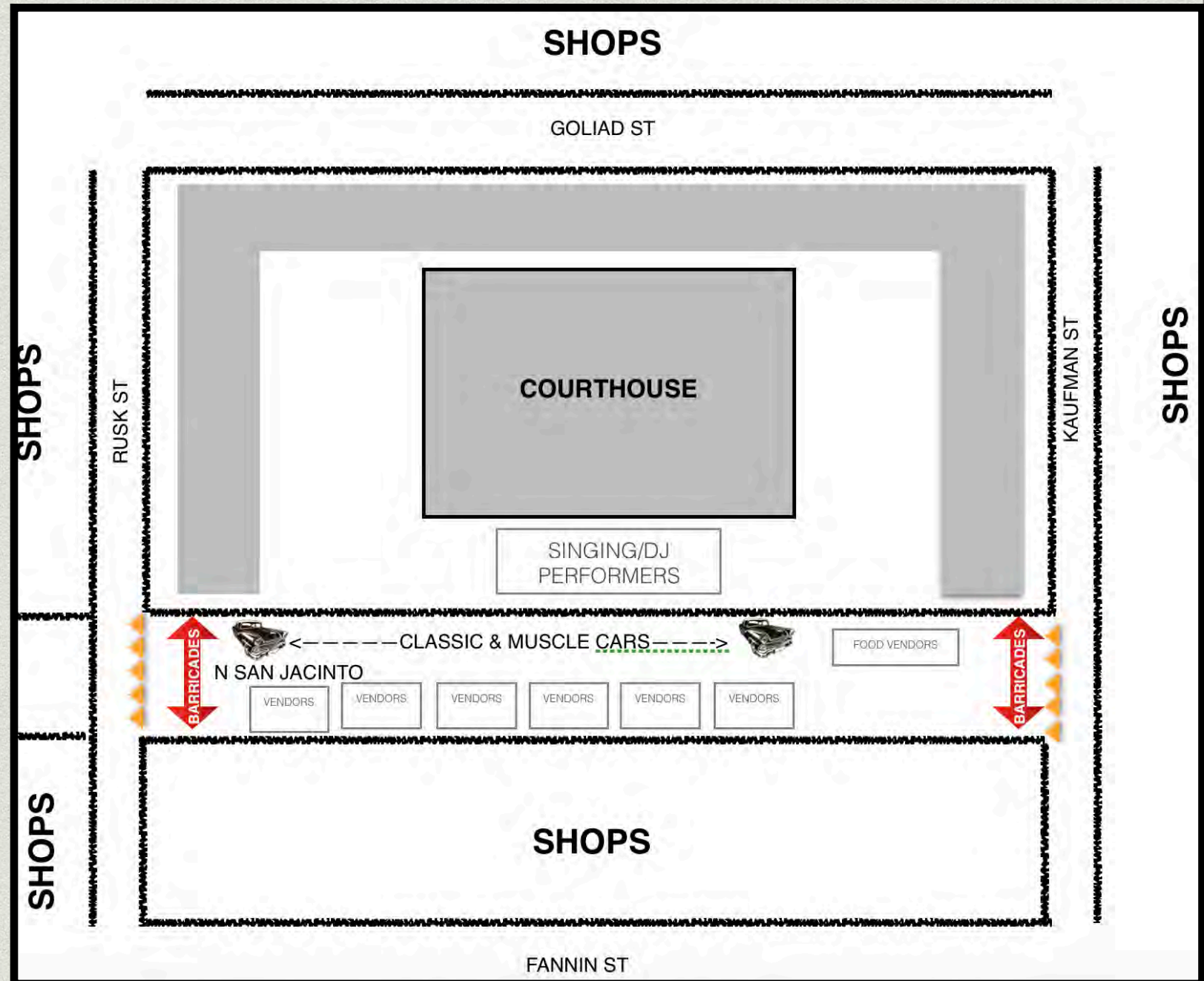
EXISTING APPROVED STREET CLOSURES	NEW STREET CLOSURE REQUESTS
MAY 4TH, Downtown summer kickoff & Cinco de Mayo	June 15th , Family Friendly/Men's Father's Day Themed Event
OCT 5TH, Rib Run and Roll; Beer stroll *CITY EVENT*	July 27th , Classic Cars & Coffee
OCT 26TH, Scare on the Square	Aug 31st , Classic Cars & Coffee
DEC 7TH, Hometown Christmas	Sept 28th , Classic Cars & Coffee

ADDITIONAL 2019 DRA EVENTS WITHOUT A STREET CLOSURE

- Feb 16th Local Lovers Stroll (Valentine theme), Late Night with merchants & restaurants *NEW
- Feb 23rd Sidewalk Sale
- March 16th: Be Crafty Event, St. Patrick's Theme pastry decorating (SJ PLAZA w/It's for charity) *NEW
- March 21st: Spring Fling in Downtown (SJ PLAZA)
- April 20th: Easter Event. Bunny & Pig Yoga, Pictures w/ Easter Bunny (SJ PLAZA w/It's for Charity /COURTHOUSE STAGE-pictures) *NEW
- May 18th Founders Day, corks and canvas (SJ PLAZA w/RW Art League) *RETURNING
- May 19th Farm to Feast (SJ PLAZA)
- July 13th Goat Yoga on the Square (SJ PLAZA w/It's for Charity) *NEW
- Aug 9th-11th Shop local Texas Tax free weekend, Side walk sale *NEW
- Sept 11th-14th, 1st responder appreciation shopping weekend 20% off item purchase w/ ID. *NEW
- October 13th Farm to Feast (SJ PLAZA)
- November 8th Holiday Open House
- November 30th Shop Small, Donut & FREE Mimosa Stroll
- December 13th & 14th Downtown District Holiday Tour of Homes & (tour discount promo + Dessert Stroll 14th)
- December 20th Late Night Shopping *NEW

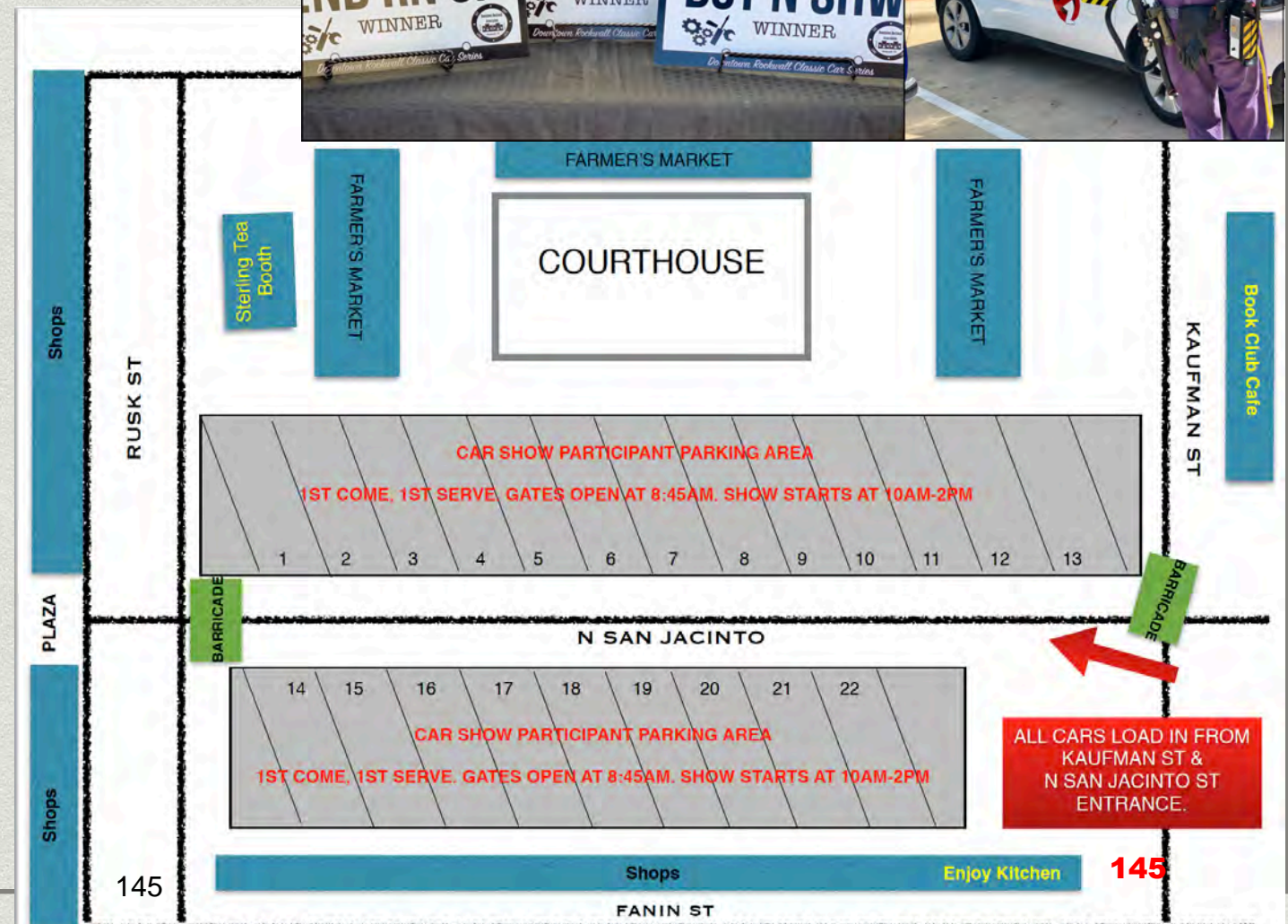
JUNE 15TH Family Friendly/Men's Father's Day Themed Event

- * AMERICANA/ FATHER'S DAY THEMED EVENT. 9AM-2PM
- * MEN'S RELATED VENDORS
- * BOUNCE HOUSE FOR KIDS
- * FOOD VENDORS
- * LIVE MUSIC
- * CLASSIC/MUSCLE CARS ON DISPLAY
- * BEER STROLL 12PM—3PM
- * N SAN JACINTO STREET CLOSURE, 22 PARKING SPOTS EFFECTED.
- * PARTNERSHIP WITH NISSAN OF ROCKWALL TO OFFER FREE SHUTTLE SERVICE TO AND FROM DOWNTOWN ROCKWALL TO HELP ALLEVIATE PARKING STRAINS FROM STREET CLOSURE.



CLASSIC CARS & COFFEE

- * CLASSIC/MUSCLE CARS ON DISPLAY 9AM-12PM
- * FREE WHOLESOME FAMILY FRIENDLY EVENT
- * ROTATING CAR ERA THEMES.
- * FOOD VENDORS
- * LIVE MUSIC
- * N SAN JACINTO STREET CLOSURE, 22 PARKING SPOTS EFFECTED.
- * DRA MERCHANT APPROVAL 98% PASSING VOTE.
- * PARTICIPATING MERCHANT & RESTAURANT INCENTIVES TO CAR SHOW PARTICIPANTS AND VOTING ATTENDEES FOR SPECIAL IN-STORE PROMOTIONS.
- * FUNDRAISING EVENT FOR DRA TO RE-INVEST BACK INTO OTHER FREE COMMUNITY EVENTS.
- * PARTNERSHIP WITH NISSAN OF ROCKWALL TO OFFER FREE SHUTTLE SERVICE TO AND FROM DOWNTOWN ROCKWALL TO HELP ALLEVIATE PARKING STRAINS FROM STREET CLOSURE.



HOW MUCH DOES FARMER'S MARKET ACTUALLY CONTRIBUTE TO THE LOCAL DOWNTOWN MERCHANT'S AVERAGE SATURDAY BUSINESS SALES?

“Most downtown merchants average about 30-50 customer transactions to their shops on a regular Saturday. The average customer count that visits the surrounding shops after shopping farmers market is approximately 5 people total. Out of the 5 people that visit the shops, approximately 50% will buy something at an average price point of less than \$60.00 per transaction. Overall the farmer's market may contribute 4-6% in sales to the downtown merchants.”

—A poll conducted through the DRA from its merchants.

OTHER SUCCESSFUL DOWNTOWNS:



Classics on the Square
Last Saturday of the Month

HISTORIC DOWNTOWN MCKINNEY

**-CLASSIC CARS THE
LAST SATURDAY OF
EVERY MONTH.**

HISTORIC DOWNTOWN GRAPEVINE

**-CLASSIC CARS EVERY
FRIDAY YEAR ROUND.**



"CRUISE NIGHT" IN HISTORIC DOWNTOWN GRAPEVINE

604 S. Main St. | Grapevine , TX 76051



City of Rockwall
The New Horizon

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Kristy Cole, City Secretary
SUBJECT: Item to be added Friday

Supplemental information for this item will be added to the packet this Friday.



City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and Councilmembers
FROM: David Sweet, Art Commission Chair
DATE: April 1, 2019
SUBJECT: Approval of Fiberglass Guitar Artwork

City Councilmembers approved the fiberglass guitar project at their February 4, 2019 meeting. At that time, Chairman Sweet stated he would be back before Council in the coming weeks with the artist's concepts. In your packet for your review please find all five designs for your review.

Kenyon Hill: Pelican w/Sailboat

Nancy Kuntz: Rockwall Postcard

Jim Kuntz: Rockwall History

Susan Varner: Longhorn

Jake Bays: Sunset

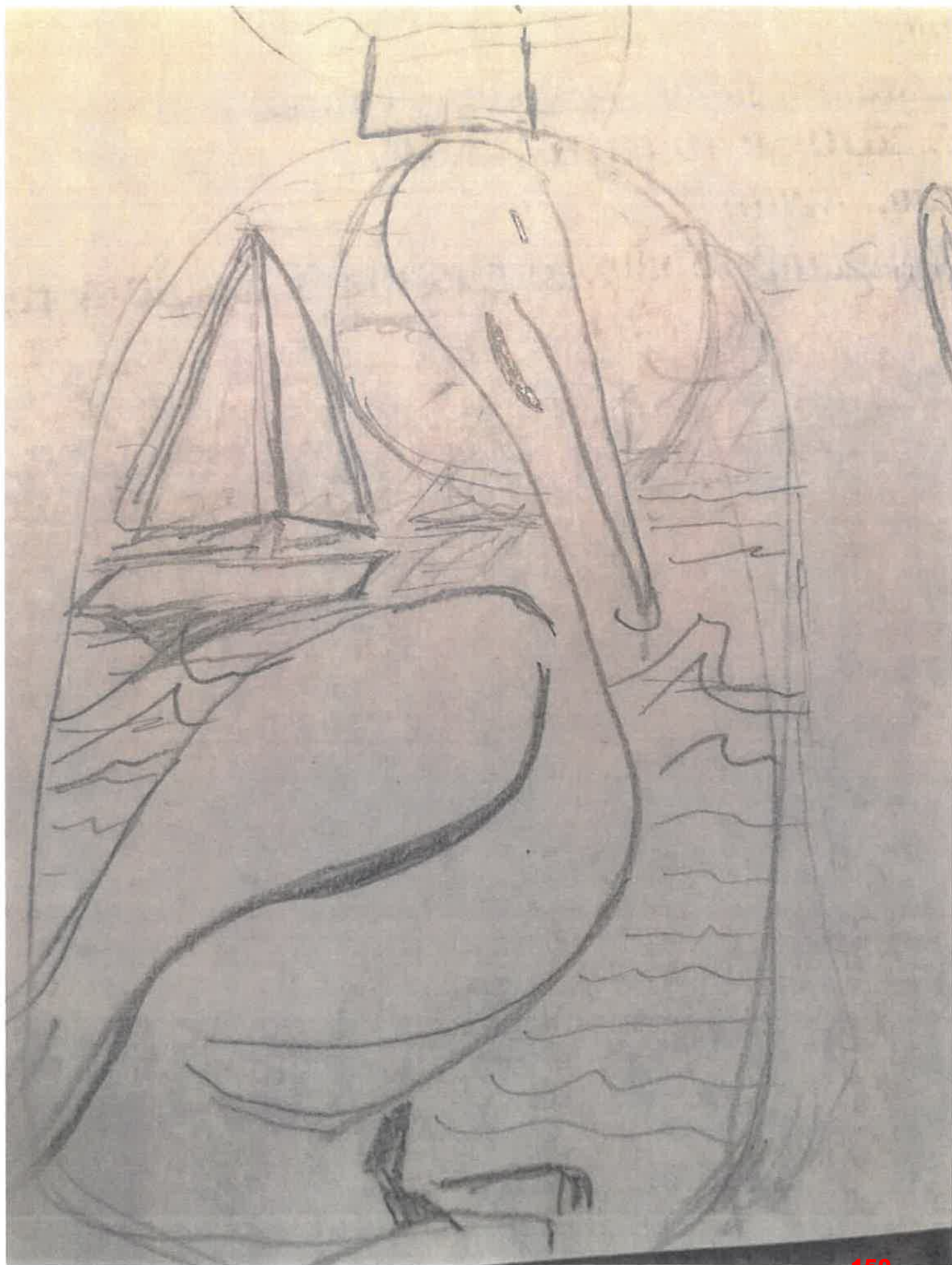
The guitars are in production with an estimated ship date in mid-April. A meeting with the artists has been held and all are excited to get started upon arrival.

Specs/Recap:

Guitars are 5' tall and weigh approximately 50 lbs. The guitars will incorporate the City's "Free Live Music Capital of North Texas" logo and embody both the visual and performing arts. The Commission has chosen five public venues for installation: San Jacinto Plaza, The Harbor, Ted Cain's Corner Park, City Hall and Harry Myers Park. Artists will paint the guitars at no cost to the City.

Public Relations:

The Art Commission's desire is to unveil the painted guitars at Founders Day on May 18, 2019. Commission members are working very hard to make this happen, however, they recognize this may be difficult if production is delayed. In the event production is delayed, alternative dates for unveiling will be chosen at both the Concert by the Lake and San Jacinto Plaza Music Series.



Browning, Bethany

From: betty hoaglund <bettyjean.hoaglund@gmail.com>
Sent: Monday, March 11, 2019 10:56 AM
To: Browning, Bethany
Subject: Kenyons design
Attachments: IMG-2222.JPG; IMG-2223.PNG

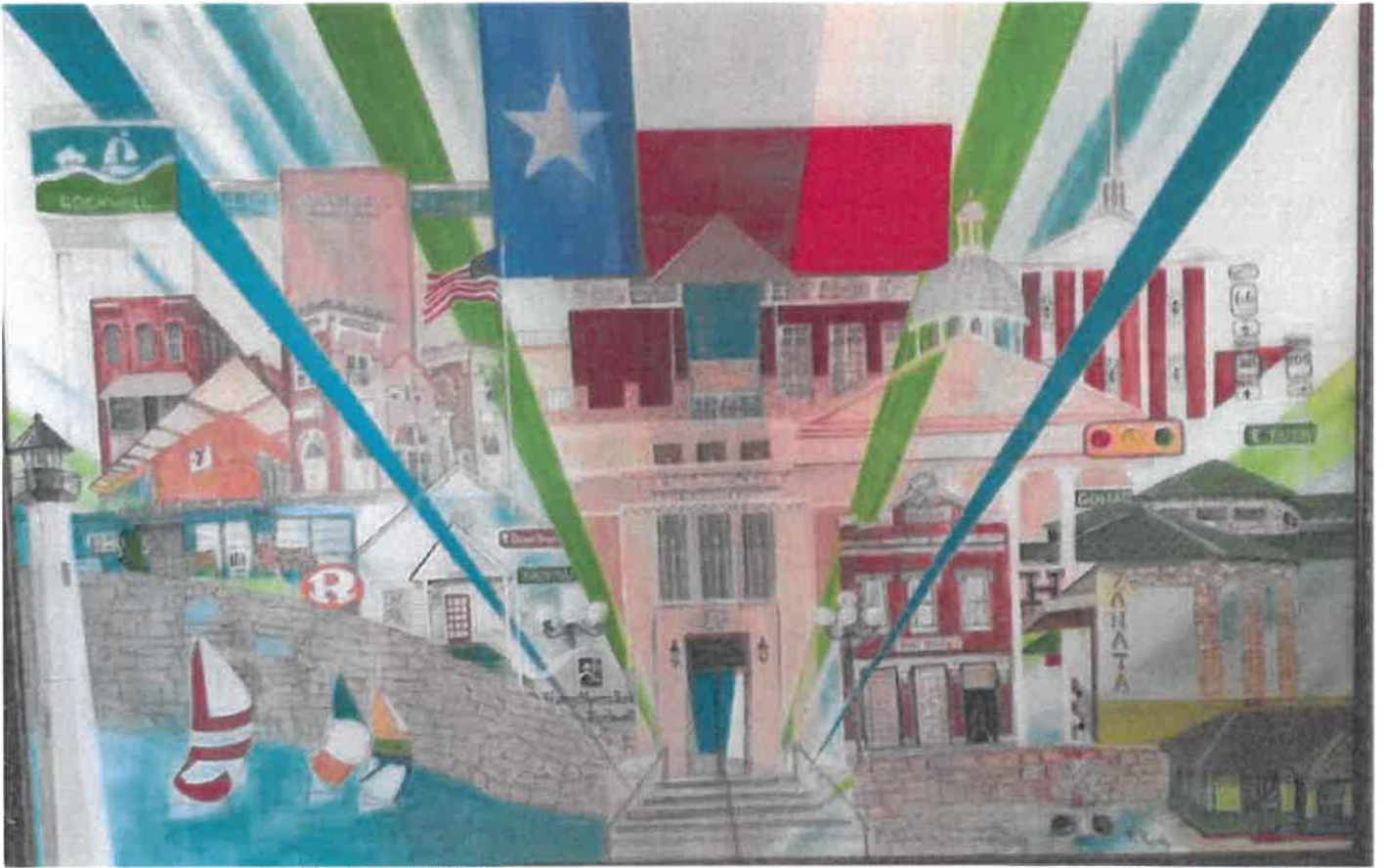
Combine the sketch with the design motif/ waves and color scheme

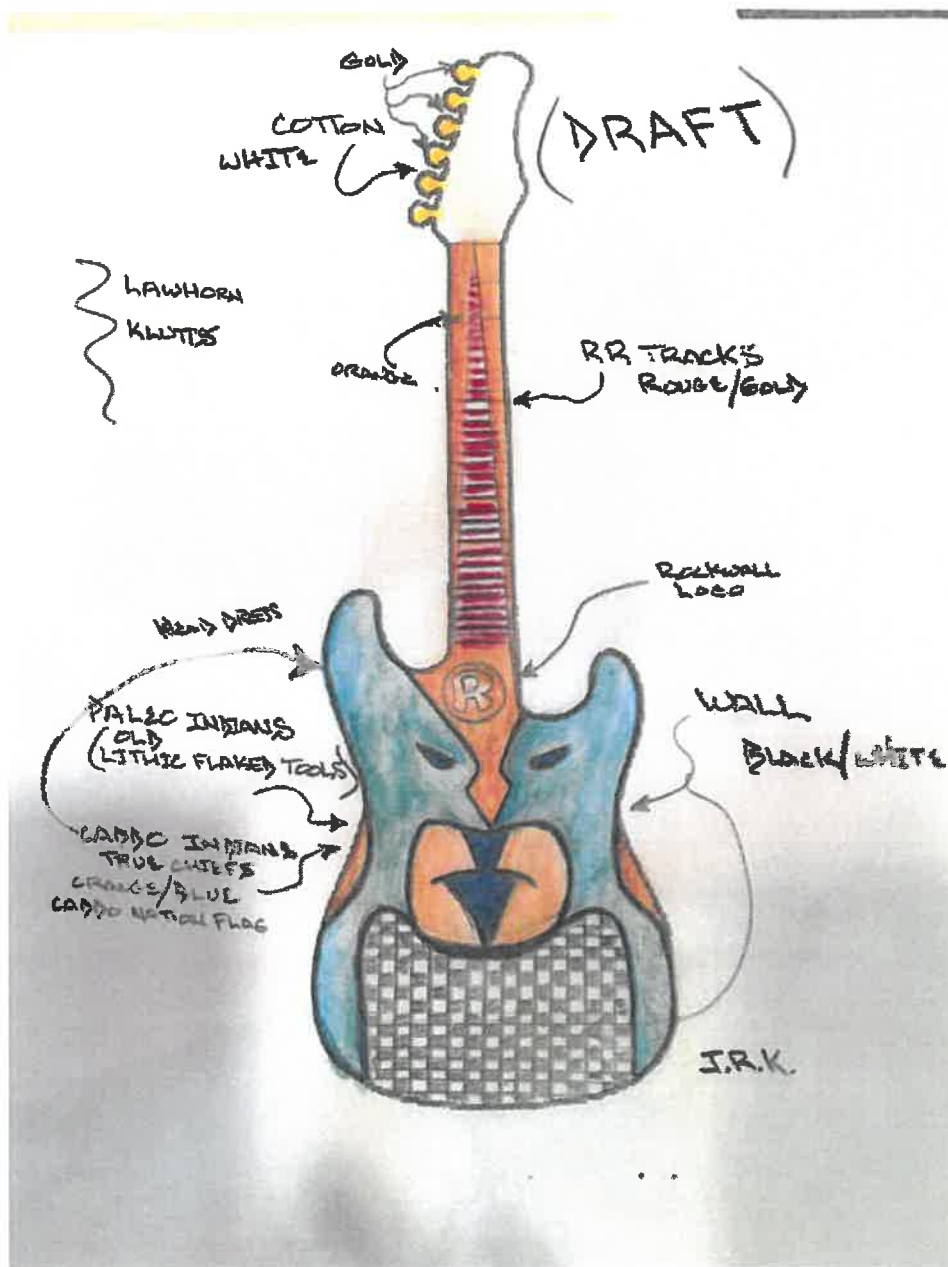


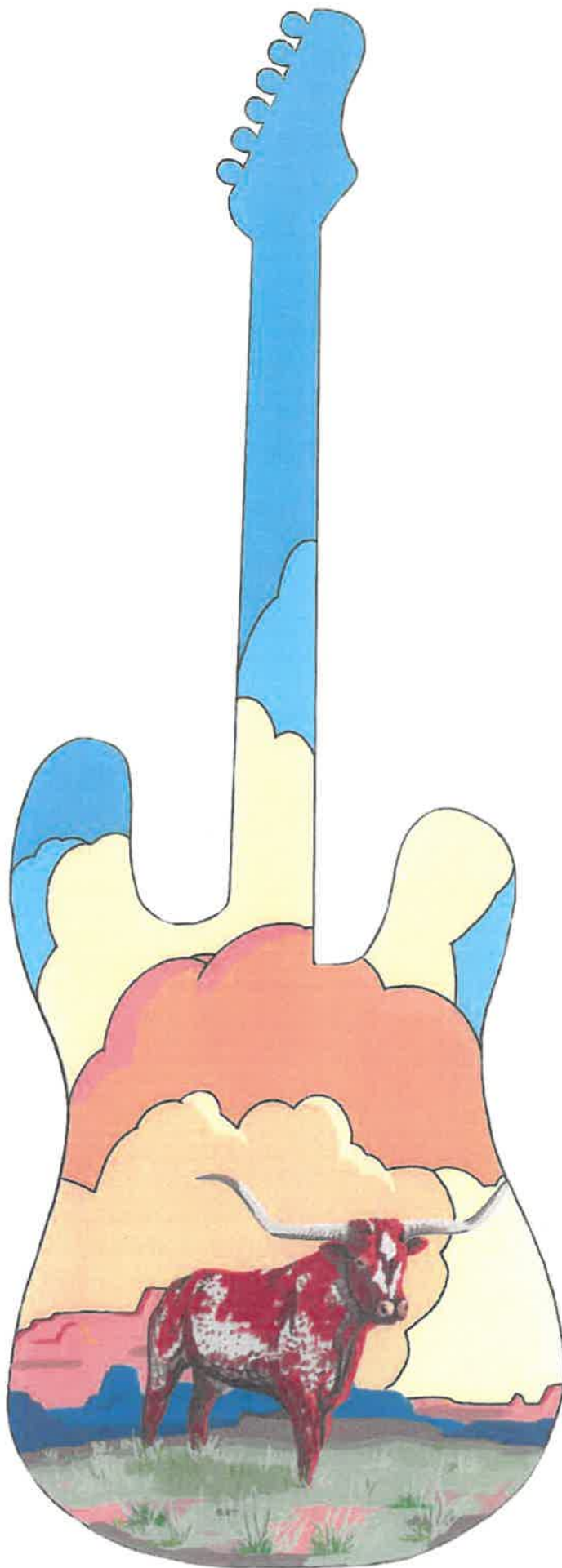
deviantart.com

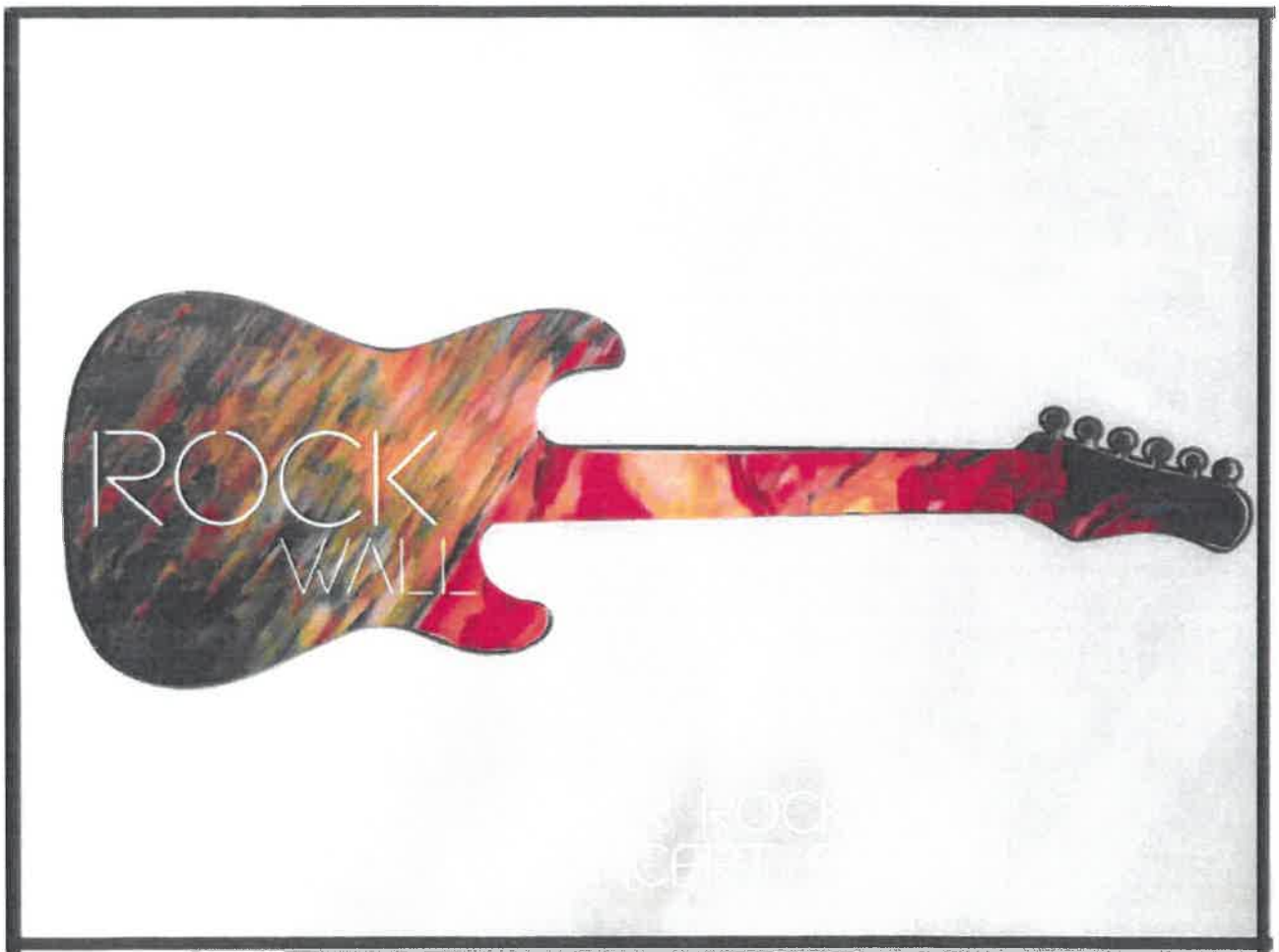


Send









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City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager

FROM: Amy Williams, Director of Public Works/City Engineer

DATE: March 28, 2019

SUBJECT: Water Conservation/Water Resource and Emergency Management Plan

The Texas Commission on Environmental Quality requires every water provider to revise and submit their Water Conservation and Water Resource and Emergency Management Plan every five years. City Council adopted the existing Water Emergency Response Plan and the Water Conservation Plan on August 3, 2009, July 6, 2009, and April 21, 2014. The staff has made revisions to our current plans and will submit these documents to the TCEQ by May 1, 2019, after City Council approves the ordinances.

Changes to the Water Conservation include the addition of definitions, once per week water of landscape beginning November 1st and ending March 31st, and rebates of \$100 towards the purchase and installation of high-efficiency card or coin operated commercial clothes washers at commercial laundromats. The refund on commercial washing machines is required as part of the settlement agreement with the Sierra Club and the National Wildlife Federation to move forward with the construction of the Lower Bois d 'Arc Creek Reservoir.

Changes to the Water Resource and Emergency Management Plan are definitions and lake level elevations that trigger different resource management stages in the plan. Another change was to have three stages instead of four. The reasoning for the transition to three stages was that Stage 1 in the previous plan had the same requirements found in the Conservation Plan.

Staff recommends City Council consideration to approve the revised Water Resource Emergency Management and Water Conservation Plan to keep the City in compliance with the Texas Commission on Environmental Quality requirements.

AJW:em

Cc:
Joey Boyd, Assistant City Manager
Rick Sherer, Manager of Water and Wastewater
File

CITY OF ROCKWALL

ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE CODE OF ORDINANCES IN CHAPTER 44. UTILITIES; ARTICLE V. WATER; DIVISION 6. WATER CONSERVATION TO REPEAL DIVISION 6. IN ITS ENTIRETY AND REPLACE IT WITH A NEW DIVISION 6. TO REFLECT AN UPDATED WATER CONSERVATION PLAN; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED ON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rockwall City Council previously adopted a Water Conservation Plan through passage of Ordinance No. 14-17, "Exhibit A"; and

WHEREAS, the City Council has determined the need to repeal the plan (Ord. No. 14-17) in its entirety for the purpose of modifying the Water Conservation Plan, in accordance with Section 288.2 of the Texas Administrative Code.

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

SECTION 1. The Code of Ordinances in Chapter 44. "Utilities," Article V. "Water," Division 6. "Water Conservation" is hereby repealed in its entirety and a new "Water Conservation Plan" is hereby adopted as reflected in "**Exhibit A**" of this ordinance; and

SECTION 2. PLAN ADOPTED

Sec.44-412.

(a) The city council hereby approves and adopts the City of Rockwall Water Conservation Plan, attached to Ordinance No. 19- as "Exhibit A," which is incorporated as if fully set forth in this division and on file in the city secretary's office. As contained in Section 9.4 of the plan, the following Landscape Water Management Measures are adopted and required by the City of Rockwall:

- Time of day restrictions prohibit lawn irrigation watering from 10 AM to 6 PM beginning April 1st and ending October 31st of each year.
- Prohibition of watering of impervious surfaces, as provided by the Irrigation Ordinance 09-13, Ch. 10, Art. XVI, Sec. 10-700 of the Code of Ordinances. Wind driven water drift will be taken into consideration.
- Prohibition of outdoor watering during rain or freeze events.
- Lawn and landscape irrigation is limited to twice per week April 1st and ending October 31st, except for irrigation systems installed with an evapo-transpiration controller or the use of a water hose with a shut-off nozzle, and for establishment of new lawn and landscaping for a period of 30 days or as approved in writing by the City of Rockwall.

- Lawn and landscape irrigation is limited to once per week November 1st and ending March 31st.
 - Rain and freeze sensors and/or evapo-transpiration controllers must be maintained to function properly.
 - At home and fundraising car washing may be done only when using a water hose with a shut-off nozzle.
- (b) Any person or customer, defined pursuant to 30 Tex. Admin. Code Ch. 291, failing to comply with the provisions of the plan shall be subjected to a fine of up \$2,000.00 and/or discontinuance of water service by the city. Proof of a culpable mental state is not required for a conviction of an offense under this section. Each day a customer fails to comply with the plan is a violation. The city's authority to seek injunctive or other relief available under the law is not limited by this section.

SECTION 3. The City Manager or his designee is hereby directed to file a copy of the Plan and this Ordinance with the Texas Commission on Environmental Quality in accordance with Title 30, Chapter 288 of the Texas Administrative Code and that said Plan meets all the requirements of Section 288.2 of the Texas Administrative Code; and

SECTION 4. Any person, firm or corporation violating any of the provisions of this ordinance shall be punished by a penalty fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense and each day such offense shall continue shall be deemed to constitute a separate offense; and

SECTION 5. If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect; and

SECTION 6. The City Council does hereby find and declare that sufficient written notice of the date, hour, place and subject of the meeting adopting this Ordinance was posted at a designated place convenient to the public for the time required by law preceding the meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the posting thereof; and

SECTION 7. All ordinances or parts of ordinances, in conflict herewith are to the extent of such conflict hereby repealed, and the balance of such ordinance is hereby saved from repeal; and

SECTION 8. The ordinance shall become effective immediately following its approval upon second reading and publication in accordance with the City Charter.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 15TH DAY OF APRIL, 2019.

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

1st Reading: 04/01/2019

2nd Reading: 04/15/2019

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

EXHIBIT A

WATER CONSERVATION PLAN



City of Rockwall
The New Horizon

MAY 2019

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APPENDICES

APPENDIX A	List of References
APPENDIX B	Texas Commission on Environmental Quality Rules on Municipal Water Conservation Plans <ul style="list-style-type: none">• Texas Administrative Code Title 30, Part 1, Chapter 288, Subchapter A, Rule §288.1 – Definitions (Page B-1)• Texas Administrative Code Title 30, Part 1, Chapter 288, Subchapter A, Rule §288.2 – Water Conservation Plans for Municipal Uses by Public Water Suppliers (Page B-4)
APPENDIX C	TCEQ Water Utility Profile
APPENDIX D	NTMWD Member City and Customer Annual Water Conservation Report
APPENDIX E	Irrigation Regulations
APPENDIX F	Letters to Region C and Region D Water Planning Groups
APPENDIX G	Service Regulation <ul style="list-style-type: none">• Ordinance Pertaining to Illegal Water Connections and Theft of Water
APPENDIX H	Landscape Ordinance
APPENDIX I	TCEQ Water Conservation Implementation Report

1. INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water supplies. At the same time, local and less expensive sources of water supply are largely developed. Additional supplies to meet higher demands will be expensive and difficult to develop. It is therefore important that NTMWD and its Member Cities and Customer Cities make the most efficient use of existing supplies. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation plans for public water suppliers. TCEQ guidelines and requirements are included in Appendix B. The best management practices established by the Water Conservation Implementation Task Force, established pursuant to SB1094 by the 78th Legislature, were also considered in the development of water conservation measures. This water conservation plan was developed following TCEQ guidelines and requirements.

This water conservation plan includes measures that are intended to result in ongoing, long-term water savings. This plan replaces the previous plans dated August 2004, April 2006, March 2008, and April 2014.

The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts
- To reduce the loss and waste of water
- To improve efficiency in the use of water
- To document the level of recycling and reuse in the water supply
- To extend the life of current water supplies by reducing the rate of growth and demand

This Water Conservation Plan for the City of Rockwall, Texas applies to all use of the City of Rockwall's water supply.

This plan includes all of the elements required by TCEQ.

2. DEFINITIONS AND ABBREVIATIONS

1. **ATHLETIC FIELD** means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools; professional sports and league play sanctioned by the utility providing retail water supply.
2. **COOL SEASON GRASSES** are varieties of turf grass that grow best in cool climates primarily in northern and central regions of the U.S. Cool season grasses include perennial and annual rye grass, Kentucky blue grass and fescues.
3. **CUSTOMERS** include those entities to which NTMWD provides wholesale water that are not members of NTMWD.
4. **DRIP IRRIGATION** is a type of micro-irrigation system that operates at low pressure and delivers water in slow, small drips to individual plants or groups of plants through a network of plastic conduits and emitters; also called trickle irrigation.
5. **EVAPOTRANSPIRATION (ET)** represents the amount of water lost from plant material to evaporation and transpiration. The amount of ET can be estimated based on the temperature, wind, and relative humidity.
6. **ET/SMART CONTROLLERS** are irrigation controllers that adjust their schedule and run times based on weather (ET) data. These controllers are designed to replace the amount of water lost to evapotranspiration.
7. **IRRIGATION SYSTEM** means a permanently installed, custom-made, site-specific system of delivering water generally for landscape irrigation via a system of pipes or other conduits installed below ground.
8. **LANDSCAPE** means any plant material on a property, including any tree, shrub, vine, herb, flower, succulent, ground cover, grass or turf species that is growing or has been planted out of doors.
9. **MEMBER CITIES** include the cities of Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royse City, and Wylie, Texas, which are members of NTMWD.
10. **MUNICIPAL USE** means the use of potable water provided by a public water supplier as well as the use of treated wastewater effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.
11. **REGULATED IRRIGATION PROPERTY** means any (customer class, i.e. commercial) property that uses (over a certain amount) of water or more for irrigation purposes in a single calendar year or is greater than (certain size).
12. **RESIDENTIAL GALLONS PER CAPITA PER DAY** means (Residential GPCD) the total gallons sold for residential use by a public water supplier divided

- by the residential population served and then divided by the number of days in the year.
13. **RETAIL CUSTOMERS** include those customers to whom the utility provides retail water from a water meter.
14. **TOTAL GALLONS PER CAPITA PER DAY** (Total GPCD) means the total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in TAC 288.1 shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.
15. **WATER CONSERVATION PLAN** means the Member City or Customer water conservation plan approved and adopted by the utility.

Abbreviations

Abbreviation	Full Nomenclature
BMP	Best Management Practices
NTMWD or District	North Texas Municipal Water District
TCEQ	Texas Commission on Environmental Quality
TWDB	Texas Water Development Board
WCAC	Water Conservation Advisory Council
WCP	Water Conservation Plan

3. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code, which is included in Appendix B. For the purpose of these rules, a water conservation plan is defined as “A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water and for preventing the pollution of water.” The elements in the TCEQ water conservation rules covered in this Conservation Plan are listed below.

Minimum Conservation Plan Requirements

The minimum requirements in the Texas Administrative Code for Water Conservation Plans for Public Water Suppliers are covered in this report as follows:

- 288.2(a)(1)(A) – Utility Profile – Section 4 and Appendix C
- 288.2(a)(1)(B) – Specification of Goals – Section 5
- 288.2(a)(1)(C) – Specific, Quantified Goals – Section 5
- 288.2(a)(1)(D) – Accurate Metering – Sections 6.1 and 6.2
- 288.2(a)(1)(E) – Universal Metering – Section 6.2
- 288.2(a)(1)(F) – Determination and Control of Unaccounted Water – Section 6.4
- 288.2(a)(1)(G) – Public Education and Information Program – Section 7
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 8
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 9.1
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 10
- 288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 9.8 and Appendix F
- 288.2(c) – Review and Update of Plan – Section 11

Conservation Plan Additional Requirements (Population over 5,000)

The Texas Administrative Code includes additional requirements for water conservation plans for drinking water supplies serving a population over 5,000:

- 288.2(a)(2)(A) – Leak Detection, Repair and Water Loss Accounting – Sections 6.3, 6.4, and 6.5
- 288.2(a)(2)(B) – Record Management System – Section 6.3
- 288.2(a)(2)(C) – Requirement for Water Conservation Plans by Wholesale Customers – Section 9.7

Additional Conservation Strategies

The TCEQ requires that a water conservation implementation report be completed and submitted on an annual basis. This report is included in Appendix H.

In addition to the TCEQ required water conservation strategies, NTMWD also requires the following strategy to be included in Member City and Customer City plans:

- 288.2(a)(3)(F) – Irrigation Ordinance – Section 8.4 and Appendix E

TCEQ rules also include optional, not required, conservation strategies, which may be adopted by suppliers. The NTMWD recommends that the following strategies be included in the Member City and Customer City plans:

- 288.2(a)(3)(A) – Conservation Oriented Water Rates – Section 8
- 288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section 9.3
- 288.2(a)(3)(C) – Replacement or Retrofit of Water-Conserving Plumbing Fixtures – Section 9.5
- 288.2(a)(3)(D) – Reuse and Recycling of Wastewater – Section 9.2
- 288.2(a)(3)(F) – Irrigation Ordinance – Appendix E
- 288.2(a)(3)(G) – Monitoring Method – Section 6.6
- 288.2(a)(3)(H) – Additional Conservation Ordinance Provisions – Section 9.5,

4. WATER UTILITY PROFILE

Appendix C to this Water Conservation Plan is a sample water utility profile based on the format recommended by TCEQ. In adopting this Water Conservation Plan, the City of Rockwall will provide a draft water utility profile to NTMWD for review and comment. A final water utility profile will be provided to NTMWD.

5. SPECIFICATIONS OF WATER CONSERVATION GOALS

The goals for this Water Conservation Plan include the following:

- Maintain the per capita municipal water use below the specified amount in gallons per capita per day in a dry year, as shown in Table 5-1.
- Maintain the level (gpcd) of unaccounted water in the system below 12 percent annually in 2018 and subsequent years, as discussed in Section 6.1.3. The 12 percent goal for unaccounted water is recommended, but is not required.
- Implement and maintain a program of universal metering and meter replacement and repair, as discussed in Section 6.1.2.
- Increase efficient water usage through a water conservation ordinance, as discussed in Section 7.4 and Appendix E. This ordinance is required by NTMWD.
- Decrease waste in lawn irrigation by implementation and enforcement of landscape water management regulations, as discussed in Section 7.5.
- Raise public awareness of water conservation and encourage responsible public behavior through a public education and information program, as discussed in Section 6.2.
- Develop a system specific strategy to conserve water during peak demands, thereby reducing the peak use.

Table 5 1 Five-Year and Ten-Year Per Capita Water Use Goals (GPCD)

Description	Current Average (GPCD)	5-Year Goal (GPCD)	10-Year Goal (GPCD)
Current 5-Year Average Total Per Capita Use with Credit for Reuse	179	174	171
Current 5-Year Average Residential Per Capita Use	97	96	95
Water Loss (GPCD) ¹	19	20	21
Water Loss (Percentage) ²	11.6	10.5	11
Expected Reduction due to Low-Flow Plumbing Fixtures	-----	3	5
Projected Reduction Due to Elements in this Plan	-----	2	4
Water Conservation Goals (with credit for reuse)	-----	174	165

1. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

2. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

6. METERING, WATER USE RECORDS, CONTROL OF UNACCOUNTED WATER AND LEAK DETECTION AND REPAIR

One of the key elements of water conservation is tracking water use and controlling loss through illegal diversions and leaks. It is important to carefully meter water use, detect and repair leaks in the distribution system and provide regular monitoring of unaccounted water.

6.1 Accurate Metering of Treated Water Deliveries from NTMWD

Water deliveries from NTMWD are metered by NTMWD using meters with accuracy of $\pm 2\%$. These meters are calibrated on a monthly basis by NTMWD to maintain the required accuracy.

6.2 Metering of Customer and Public Uses and Meter Testing, Repair and Replacement

The provision of water to all customers, including public and governmental users, will continue to be metered by the City of Rockwall. The City of Rockwall will test and replace their residential customers' meters on a regular basis. Additionally, large meters will be regularly tested and either repaired or replaced when their flow is more than a 3 percent difference from actual flow.

6.3 Record Management System

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(2)(B), a record management system should allow for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories. This information will be included in an annual water conservation report, as described in Section 5.6.

6.4 Determination and Control of Unaccounted Water

Unaccounted water is the difference between water delivered to Rockwall from NTMWD and metered water sales to customers plus authorized but unmetered uses. Authorized but unmetered uses would include use for fire fighting, releases for flushing of lines, uses associated with new construction, etc. Unaccounted water can include several categories:

- Inaccuracies in customer meters. Customer meters tend to run slower as they age and under-report actual use.
- Meters which are being used but have not yet been added to the billing system.
- Losses due to water main breaks and leaks in the water distribution system.
- Losses due to illegal connections and theft. (Included in Appendix G.)

Measures to control unaccounted water should be part of the routine operations of the City of Rockwall. Maintenance crews and personnel will look for and report evidence of leaks in the water distribution system. A leak detection and repair program is described in Section

6.5 below. Meter readers will watch for and report signs of illegal connections, so they can be quickly addressed.

Unaccounted water will be calculated in accordance with the provisions in Appendix C. With the measures described in this plan, Rockwall will maintain unaccounted water below 12 percent in 2009 and subsequent years. If unaccounted water exceeds this goal, the City of Rockwall will implement a more intensive audit to determine the source(s) of and reduce the unaccounted water. The annual conservation report described in Section 5.6 is the primary tool that will be used to monitor unaccounted water.

6.5 Leak Detection and Repair

As described above, city crews and personnel will look for and report evidence of leaks in the water distribution systems. Areas of the water distribution system, in which numerous leaks and line breaks occur, will be targeted for replacement as funds are available.

6.6 Monitoring of Effectiveness and Efficiency - Annual Water Conservation Report

Appendix D is the form that will be used in the development of an annual water conservation report by the City of Rockwall. This form will be completed by March 31 of the following year and used to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year. The form records the water use by category, per capita municipal use and unaccounted water for the current year and compares them to historical values. The annual water conservation report will be sent to NTMWD, which will monitor NTMWD Member Cities' and Customers Cities' water conservation trends.

6.7 Water Conservation Implementation Report

Appendix H includes the TCEQ-required water conservation implementation report. The report is due to the TCEQ by May 1 of every year, starting in the year 2010. This report will list the various water conservation strategies that have been implemented, including the date the strategy was implemented. The report also calls for the five-year and ten-year per capita water use goals from the previous water conservation plan. The city will answer whether or not these goals have been met and, if not, why not. The amount of water saved is also requested.

7. CONTINUING PUBLIC EDUCATION AND INFORMATION CAMPAIGN

The continuing public education and information campaign on water conservation includes the following elements:

- Utilize the “Water IQ: Know Your Water” and other public education materials produced by NTMWD.
- Insert water conservation information with water bills. Inserts will include material developed by the City of Rockwall and material obtained from the TWDB, the TCEQ, and other sources.
- Encourage local media coverage of water conservation issues and the importance of water conservation.
- Notify local organizations, schools and civic groups that the City of Rockwall staff and staff of the NTMWD are available to make presentations on the importance of water conservation and ways to save water.
- Promote the *Texas Smartscape* web site (www.txsmartscape.com) and provide water conservation brochures and other water conservation materials available to the public at City Hall and other public places.
- Make information on water conservation available on the City’s website and include links to the “Water IQ: Know Your Water” website, *Texas Smartscape* website and the TWDB and TCEQ web sites.
- Encourage customers to subscribe to weekly watering updates through Water My Yard or other similar program in an effort to reduce outdoor water consumption.

8. WATER RATE STRUCTURE

The City of Rockwall will continue to bill customers using an increasing block rate water structure that is intended to encourage water conservation and discourage excessive use and waste of water.

The following monthly rates are hereby established and shall be collected for water and wastewater services billed by the City:

	<u>Meter size</u>		<u>Water Rates</u>	<u>Wastewater Rates</u>
Monthly Minimum Bills:				
Residential:	0.75		\$ 24.99	\$ 22.75
	1.00		29.33	26.57
	1.50		34.06	30.87
	2.00		42.97	38.92
Non-residential:	0.75		\$ 26.54	\$ 22.75
	1.00		29.33	26.57
	1.50		34.06	30.87
	2.00		42.97	38.92
	3.00		60.92	50.19
	4.00		78.76	64.95
	6.00		96.58	79.65
Irrigation Meters:	0.75		\$ 26.54	\$ N/A
	1.00		29.33	N/A
	1.50		34.06	N/A
	2.00		42.97	N/A
	3.00		60.92	N/A
	4.00		78.76	N/A
	6.00		96.58	N/A
Rate per TH Gallons - Water:	Residential 2,001-8,000 gallons		\$ 3.81	\$ N/A
	Residential 8,001-16,000 gallons		4.79	
	Residential over 16,000 gallons		6.68	N/A
	Irrigation over 2,000 gallons		6.68	N/A
	Non-residential over 2,000 gallons		5.73	N/A
	Wholesale Contract Rate		4.22	N/A
Rate per TH Gallons - Wastewater:			N/A	3.97

9. OTHER WATER CONSERVATION MEASURES

9.1 NTMWD System Operation Plan

Member Cities and Customers of NTMWD purchase treated water from NTMWD and do not have surface water supplies for which to implement a system operation plan. NTMWD's permits do allow some coordinated operation of its water supply sources, and NTMWD is seeking additional water rights for coordinated operation to optimize its available water supplies.

9.2 Reuse and Recycling of Wastewater

Most Member Cities and Customer Cities do not own and operate their own wastewater treatment plants. Their wastewater is treated by NTMWD. NTMWD currently has the largest wastewater reuse program in the state. NTMWD has water rights allowing reuse of up to 71,882 acre-feet per year of this treated wastewater through Lake Lavon for municipal purposes. In addition, NTMWD has also developed the East Fork Raw Water Supply Project which can divert up to 157,393 acre-feet per year based on treated wastewater discharges by NTMWD. When fully developed, these two reuse projects will provide up to 42 percent of NTMWD's currently permitted water supplies. NTMWD also provides treated effluent from its wastewater treatment plants available for direct reuse for landscape irrigation and industrial use.

The City of Rockwall has a contract agreement with NTMWD to operate the wastewater treatment plants. NTMWD selects reuse arrangements for recycled wastewater effluent.

9.3 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

The state has required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, 2.5 (gpm) for showerheads, and 1.28 gallons per flush for toilets. Similar standards are now required nationally under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures.

9.4 Landscape Water Management Measures (Required)

The following landscape water management measures are adopted by the City of Rockwall.

- Time of day restrictions prohibit lawn irrigation watering from 10 AM to 6 PM beginning April 1st and ending October 31st of each year.
- Prohibition of watering of impervious surfaces, as provided by the Irrigation Ordinance 09-13, Ch. 10, Art. XVI, Sec. 10-700 of the Code of Ordinances. Wind driven water drift will be taken into consideration.
- Prohibition of outdoor watering during rain or freeze events.
- Lawn and landscape irrigation is limited to twice per week April 1st and ending October 31st, except for irrigation systems installed with an evapo-transpiration

controller or the use of a water hose with a shut-off nozzle, and for establishment of new lawn and landscaping for a period of 30 days or as approved in writing by the City of Rockwall.

- Lawn and landscape irrigation is limited to once per week November 1st and ending March 31st.
- Rain and freeze sensors and/or evapo-transpiration controllers must be maintained to function properly.
- At home and fundraising car washing may be done only when using a water hose with a shut-off nozzle.

9.5 Additional Water Conservation Measures (Not Required)

In addition, the City of Rockwall recommends the following measures:

- Retrofit existing irrigation systems with rain and freeze sensors or evapo-transpiration capable of multiple programming.
- Prohibition planting or watering areas that have been overseeded with cool season grasses (such as rye grass or other similar grasses), except for golf courses and public athletic fields.
- Rehabilitate poorly maintained irrigation systems that waste water to comply with the current Irrigation Ordinance.
- Install separate zones for areas adjacent to athletic fields.
- Plant only native, drought tolerant or adaptive plants.
- Install drip irrigation systems, when applicable.
- Water audits should be performed to find ways in which water can be used more efficiently at a specific location.

9.6 Rebates (Required)

Rebate of \$100 towards the purchase and installation of high efficiency card or coin operated commercial clothes washers at commercial laundromats.

9.7 Requirement for Water Conservation Plans by Wholesale Customers

Every contract for the wholesale sale of water by the City of Rockwall that is entered into, renewed or extended after the adoption of this water conservation plan will include a requirement that the wholesale customer and any wholesale customers of that wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code.

9.8 Coordination with Regional Water Planning Group and NTMWD

Appendix F includes a letter to be sent to the Chair of the Water Planning Group with this Water Conservation Plan. The adopted ordinance and the adopted water utility profile will be sent to the Chair of Appropriate Water Planning Group and to NTMWD.

10. IMPLEMENTATION AND ENFORCEMENT OF THE WATER CONSERVATION PLAN

Appendix E contains a copy of the Irrigation Ordinance, which includes information about enforcement. Appendix G includes a copy of the ordinance that has been adopted related to illegal connections and water theft.

11. REVIEW AND UPDATE OF WATER CONSERVATION PLAN

TCEQ requires that the water conservation plans be updated every five years or as required and appropriate based on new or updated information.

APPENDIX A

LIST OF REFERENCES

APPENDIX A

LIST OF REFERENCES

1. Texas Commission on Environmental Quality Annual Report.
http://www.tceq.texas.gov/permitting/water_rights/conserv.html#imple
2. Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.5, and Subchapter B, Rule 288.22, downloaded from
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288), June 2013.
3. Water Conservation Implementation Task Force: “Texas Water Development Board Report 362, Water Conservation Best Management Practices Guide,” prepared for the Texas Water Development Board, Austin, November 2004.
4. Water Conservation Advisory Council: Guidance and Methodology for Reporting on Water Conservation and Water Use, December 2012.
5. Freese and Nichols, INC.: Model Water Conservation Plan for NTMWD Members Cities and Customers, prepared for the North Texas Municipal Water District, Fort Worth, November 2013.
6. Definitions from City of Austin Water Conservation and Drought Contingency Ordinance adopted August 16, 2012.
http://www.austintexas.gov/sites/default/files/files/Water/Conservation/Planning_and_Policy/ProposedCodeRevision_DRAFT_with_watering_schedule-8-15-2012.pdf
7. Definition from City of San Antonio Water Conservation Ordinance adopted 2005.
http://saws.org/conservation/ordinance/docs/Ch34_Ordinance_2009.pdf
8. Definition developed by Freese and Nichols Inc.
9. Texas Water Development Board, Texas Commission on Environmental Quality, Water Conservation Advisory Council. “DRAFT Guidance and Methodology for Water Conservation Reporting.”
10. Freese and Nichols Inc., Alan Plummer and Associates, CP & Y Inc. and Cooksey Communications. “2011 Region C Regional Water Plan”

APPENDIX B

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES ON MUNICIPAL WATER CONSERVATION PLANS

APPENDIX B**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULESON
MUNICIPAL WATER CONSERVATION PLANS****Texas Administrative Code**

<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER A</u>	WATER CONSERVATION PLANS
RULE §288.1	Definitions

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Agricultural or Agriculture--Any of the following activities:

(A) cultivating the soil to produce crops for human food, animal feed, or planting seed or for the production of fibers;

(B) the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or non-soil media by a nursery grower;

(C) raising, feeding, or keeping animals for breeding purposes or for the production of food or fiber, leather, pelts, or other tangible products having a commercial value;

(D) raising or keeping equine animals;

(E) wildlife management; and

(F) planting cover crops, including cover crops cultivated for transplantation, or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure.

- (2) Agricultural use--Any use or activity involving agriculture, including irrigation.
- (3) Best management practices--Voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.
- (4) Conservation--Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.
- (5) Commercial use--The use of water by a place of business, such as a hotel, restaurant, or office building. This does not include multi-family residences or agricultural, industrial, or institutional users.
- (6) Drought contingency plan--A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).
- (7) Industrial use--The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, and the development of power by means other than hydroelectric, but does not include agricultural use.
- (8) Institutional use--The use of water by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.
- (9) Irrigation--The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water from a public water supplier.
- (10) Irrigation water use efficiency--The percentage of that amount of irrigation water which is beneficially used by agriculture crops or other vegetation relative to the amount of water diverted from the source(s) of supply. Beneficial uses of water for irrigation purposes include, but are not limited to, evapotranspiration needs for vegetative maintenance and growth, salinity management, and leaching requirements associated with irrigation.
- (11) Mining use--The use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field re-pressuring.

(12) Municipal use--The use of potable water provided by a public water supplier as well as the use of sewage effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.

(13) Nursery grower--A person engaged in the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or nonsoil media, who grows more than 50% of the products that the person either sells or leases, regardless of the variety sold, leased, or grown. For the purpose of this definition, grow means the actual cultivation or propagation of the product beyond the mere holding or maintaining of the item prior to sale or lease, and typically includes activities associated with the production or multiplying of stock such as the development of new plants from cuttings, grafts, plugs, or seedlings.

(14) Pollution--The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

(15) Public water supplier--An individual or entity that supplies water to the public for human consumption.

(16) Residential use--The use of water that is billed to single and multi-family residences, which applies to indoor and outdoor uses.

(17) Residential gallons per capita per day--The total gallons sold for residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.

(18) Regional water planning group--A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, §16.053.

(19) Retail public water supplier--An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

(20) Reuse--The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either

disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

(21) Total use--The volume of raw or potable water provided by a public water supplier to billed customer sectors or nonrevenue uses and the volume lost during conveyance, treatment, or transmission of that water.

(22) Total gallons per capita per day (GPCD)--The total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in this chapter shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.

(23) Water conservation plan--A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

(24) Wholesale public water supplier--An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

(25) Wholesale use--Water sold from one entity or public water supplier to other retail water purveyors for resale to individual customers.

Source Note: The provisions of this §288.1 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective August 15, 2002, 27 TexReg 7146; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective January 10, 2008, 33 TexReg 193; amended to be effective December 6, 2012, 37 TexReg 9515

Texas Administrative Code

<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER A</u>	WATER CONSERVATION PLANS
RULE §288.2	Water Conservation Plans for Municipal Uses by Public Water Suppliers

(a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for municipal uses by public water suppliers must include the following elements:

(A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;

(B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:

(i) residential;

(I) single family;

(II) multi-family;

(ii) commercial;

(iii) institutional;

(iv) industrial;

(v) agricultural; and,

(vi) wholesale.

(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;

(D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;

(E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;

(F) measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);

(G) a program of continuing public education and information regarding water conservation;

(H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;

(I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies; and

(J) a means of implementation and enforcement which shall be evidenced by:

(i) a copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the water supplier; and

(ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:

(A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system;

(B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;

(C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

(D) reuse and/or recycling of wastewater and/or graywater;

(E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;

(F) a program and/or ordinance(s) for landscape water management;

(G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and

(H) any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.

(c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Source Note: The provisions of this §288.2 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515

APPENDIX C

TCEQ WATER UTILITY PROFILE

APPENDIX D

NTMWD MEMBER CITY AND CUSTOMER ANNUAL WATER CONSERVATION REPORT

APPENDIX E

IRRIGATION REGULATIONS

CITY OF ROCKWALL

ORDINANCE NO. 09-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS PROVIDING FOR ARTICLE XIV, IRRIGATION CODE, IN CHAPTER 6 OF THE ROCKWALL CODE OF ORDINANCES IN ORDER TO ESTABLISH THE MINIMUM STANDARDS FOR INSTALLATION OF IRRIGATION SYSTEMS WITHIN THE CORPORATE LIMITS OF THE CITY OF ROCKWALL; PROVIDING FOR A CRIMINAL PENALTY, CLASS C MISDEMEANOR WITH A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rockwall has determined that water conservation and environmental protection are important issues and concerns affecting the city; and

WHEREAS, properly-installed irrigation systems will conserve water, help avoid wasteful use, and improve the overall quality of life for the citizens of Rockwall; and

WHEREAS, during the 2007 legislative session, the Texas Legislature adopted House Bill 1656; and

WHEREAS, House Bill 1656 amended Chapter 401 of the Texas Local Government Code to require a city with a population of 20,000 or more to regulate the installation of irrigation systems within the corporate limits; and

WHEREAS, the provisions herein are necessary to promote and protect the health, safety, and welfare of the public by creating an urban environment that is protective of the city's water supply and provides an enhanced quality of life for the citizens of the City of Rockwall.

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

SECTION 1. That the code of ordinances shall be and is hereby amended by repealing section P2902.5.3 of the Residential Code and section 608.16.5 of the Plumbing Code and providing for Article XIV to Chapter 6 to read as follows:

**ARTICLE XIV
IRRIGATION CODE**

Sec. 6-231. Definitions.

The following words and terms, when used in this ordinance, have the following meanings, unless the context clearly indicates otherwise.

(1) **Air gap**--A complete physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel.

(2) **Atmospheric Vacuum Breaker**--An assembly containing an air inlet valve, a check seat, and an air inlet port. The flow of water into the body causes the air inlet valve to close the air inlet port. When the flow of water stops the air inlet valve falls and forms a check against back-siphonage. At the same time it opens the air inlet port allowing air to enter and satisfy the vacuum. Also known as an Atmospheric Vacuum Breaker Back-Siphonage Prevention Assembly.

(3) **Backflow prevention**--The mechanical prevention of reverse flow, or back siphonage, of nonpotable water from an irrigation system into the potable water source.

(4) **Backflow prevention assembly**--Any assembly used to prevent backflow into a potable water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.

(5) **Completion of irrigation system installation**--When the landscape irrigation system has been installed, all minimum standards met, all tests performed, and the irrigator is satisfied that the system is operating correctly.

(6) **Consulting**--The act of providing advice, guidance, review or recommendations related to landscape irrigation systems.

(7) **Cross-connection**--An actual or potential connection between a potable water source and an irrigation system that may contain contaminants or pollutants or any source of water that has been treated to a lesser degree in the treatment process.

(8) **Design**--The act of determining the various elements of a landscape irrigation system that will include, but not be limited to, elements such as collecting site specific information, defining the scope of the project, defining plant watering needs, selecting and laying out emission devices, locating system components, conducting hydraulics calculations, identifying any local regulatory requirements, or scheduling irrigation work at a site. Completion of the various components will result in an irrigation plan.

(9) **Design pressure**--The pressure that is required for an emission device to operate properly. Design pressure is calculated by adding the operating pressure necessary at an emission device to the total of all pressure losses accumulated from an emission device to the water source.

(10) **Double Check Valve**--An assembly that is composed of two independently acting, approved check valves, including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. Also known as a Double Check Valve Backflow Prevention Assembly.

(11) **Emission device**--Any device that is contained within an irrigation system and that is used to apply water. Common emission devices in an irrigation system include, but are not limited to, spray and rotary sprinkler heads, and drip irrigation emitters.

(12) **Employed**--Engaged or hired to provide consulting services or perform any activity relating to the sale, design, installation, maintenance, alteration, repair, or service to irrigation systems. A person is employed if that person is in an employer-employee relationship as defined by Internal Revenue Code, 26 United States Code Service, §3212(d) based on the behavioral control, financial control, and the type of relationship involved in performing employment related tasks.

(13) **Head-to-head spacing**--The spacing of spray or rotary heads equal to the manufacturer's published radius of the head.

(14) **Health hazard**--A cross-connection or potential cross-connection with an irrigation system that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

(15) **Hydraulics**--The science of dynamic and static water; the mathematical computation of determining pressure losses and pressure requirements of an irrigation system.

(16) **Inspector**--A licensed plumbing inspector, water district operator, other governmental entity, or irrigation inspector who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor.

(17) **Installer**--A person who actually connects an irrigation system to a private or public raw or potable water supply system or any water supply, who is licensed according to Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

(18) **Irrigation inspector**--A person who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor and is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

(19) **Irrigation plan**--A scaled drawing of a landscape irrigation system which lists required information, the scope of the project, and represents the changes made in the installation of the irrigation system.

(20) **Irrigation services**--Selling, designing, installing, maintaining, altering, repairing, servicing, permitting, providing consulting services regarding, or connecting an irrigation system to a water supply.

(21) **Irrigation system**--An assembly of component parts that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location, and/or to reduce dust or control erosion. This term does not include a system that is used on or by an agricultural operation as defined by Texas Agricultural Code, §251.002.

(22) **Irrigation technician**--A person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

(23) **Irrigation zone**--A subdivision of an irrigation system with a matched precipitation rate based on plant material type (such as turf, shrubs, or trees), microclimate factors (such as sun/shade ratio), topographic features (such as slope) and soil conditions (such as sand, loam, clay, or combination) or for hydrological control.

(24) **Irrigator**--A person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30.

(25) **Irrigator-in-Charge**--The irrigator responsible for all irrigation work performed by an exempt business owner, including, but not limited to obtaining permits, developing design plans, supervising the work of other irrigators or irrigation technicians, and installing, selling, maintaining, altering, repairing, or servicing a landscape irrigation system.

(26) **Landscape irrigation**--The science of applying the necessary amount of water to promote or sustain healthy growth of plant material or turf.

(27) **License**--An occupational license that is issued by the Texas Commission on Environmental Quality under Title 30, Texas Administrative Code, Chapter 30 to an individual that authorizes the individual to engage in an activity that is covered by Title 30, Texas Administrative Code, Chapter 30.

(28) **Mainline**--A pipe within an irrigation system that delivers water from the water source to the individual zone valves.

(29) **Maintenance checklist**--A document made available to the irrigation system's owner or owner's representative that contains information regarding the operation and maintenance of the irrigation system, including, but not limited to: checking and repairing the irrigation system, setting the automatic controller, checking the rain or moisture sensor, cleaning filters, pruning grass and plants away from irrigation emitters, using and operating the irrigation system, the precipitation rates of each irrigation zone within the system, any water conservation measures currently in effect from the water purveyor, the name of the water purveyor, a suggested seasonal or monthly watering schedule based on current evapotranspiration data for the geographic region, and the minimum water requirements for the plant material in each zone based on the soil type and plant material where the system is installed.

(30) **Major maintenance, alteration, repair, or service**--Any activity that involves opening to the atmosphere the irrigation main line at any point prior to the discharge side of any irrigation zone control valve. This includes, but is not limited to, repairing or connecting into a main supply pipe, replacing a zone control valve, or repairing a zone control valve in a manner that opens the system to the atmosphere.

(31) **Master valve**--A remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

(32) **Matched precipitation rate**--The condition in which all sprinkler heads within an irrigation zone apply water at the same rate.

(33) **New installation**--An irrigation system installed at a location where one did not previously exist.

(34) **Pass-through contract**--A written contract between a contractor or builder and a licensed irrigator or exempt business owner to perform part or all of the irrigation services relating to an irrigation system.

(35) **Potable water**--Water that is suitable for human consumption.

(36) **Pressure Vacuum Breaker**--An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. Also known as a Pressure Vacuum Breaker Back-siphonage Prevention Assembly.

(37) **Reclaimed water**--Domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.

(38) **Records of landscape irrigation activities**—The irrigation plans, contracts, warranty information, invoices, copies of permits, and other documents that relate to the installation, maintenance, alteration, repair, or service of a landscape irrigation system.

(39) **Reduced Pressure Principle Backflow Prevention Assembly**--An assembly containing two independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two check valves and below the first check valve.

(40) **Static water pressure**--The pressure of water when it is not moving.

(41) **Supervision**--The on-the-job oversight and direction by a licensed irrigator who is fulfilling his or her professional responsibility to the client and/or employer in compliance with local or state requirements. Also a licensed installer working under the direction of a licensed irrigator or beginning January 1, 2009, an irrigation technician who is working under the direction of a licensed irrigator to install, maintain, alter, repair or service an irrigation system.

(42) **Water conservation**--The design, installation, service, and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient use of water, and applies the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust, and control erosion.

(43) **Zone flow**--A measurement, in gallons per minute or gallons per hour, of the actual flow of water through a zone valve, calculated by individually opening each zone valve and obtaining a valid reading after the pressure has stabilized. For design purposes, the zone flow is the total flow of all nozzles in the zone at a specific pressure.

(44) **Zone valve**--An automatic valve that controls a single zone of a landscape irrigation system.

Sec. 6-232. Valid License Required.

Any person who connects an irrigation system to the water supply within the City of Rockwall, must hold a valid license, as defined by Title 30, Texas Administrative Code, Chapter 30 and required by Chapter 1903 of the Texas Occupations Code, or as defined by Chapter 365, Title 22 of the Texas Administrative Code and required by Chapter 1301 of the Texas Occupations Code.

Exemptions

A property owner is not required to be licensed in accordance with Texas Occupations Code, Title 12, §1903.002(c)(1) if he or she is performing irrigation work in a building or on a premises owned or occupied by the person as the person's home. Home or property owner's property must have a current homestead exemption. A home or property owner who installs an irrigation system must meet the standards contained in Title 30, Texas

Administrative Code, Chapter 344 regarding spacing, water pressure, spraying water over impervious materials, rain or moisture shut-off devices or other technology, backflow prevention and isolation valves. The city may, at any point, adopt more stringent requirements for a home or property owner who installs an irrigation system. See Texas Occupations Code §1903.002 for other exemptions to the licensing requirement.

Sec. 6-233. Permit Required.

Any person installing an irrigation system within the City of Rockwall is required to obtain a permit from the city. Any plan approved for a permit must be in compliance with the requirements of this chapter.

Exemptions

- (1) An irrigation system that is that an on-site sewage disposal system, as defined by Section 355.002, Health and Safety Code; or
- (2) An irrigation system used on or by an agricultural operation as defined by Section 251.002, Agriculture Code; or
- (3) An irrigation system connected to a groundwater well used by the property owner for domestic use.

Sec. 6-234. Backflow Prevention Methods and Devices.

(a) Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device must comply with the 2006 International Plumbing Code and must be certified by the American Society of Sanitary Engineers (ASSE); or the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California; or the International Code Council - Evaluation Service (ICC-ES); or the International Association of Plumbing and Mechanical Code Officials – Research and Testing (IAPMO R&T); or any other certifying agencies that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies.

(b) If conditions that present a health hazard exist, one of the following methods must be used to prevent backflow;

- (1) An air gap may be used if:
 - (A) there is an unobstructed physical separation; and
 - (B) the distance from the lowest point of the water supply outlet to the flood rim of the fixture or assembly into which the outlet discharges is at least one inch or twice the diameter of the water supply outlet, whichever is greater.
- (2) Reduced pressure principle backflow prevention assemblies may be used if:
 - (A) the device is installed at a minimum of 12 inches above ground in a location that will ensure that the assembly will not be submerged; and
 - (B) drainage is provided for any water that may be discharged through the assembly relief valve.
- (3) Pressure vacuum breakers may be used if:
 - (A) no back-pressure condition will occur; and

- (B) the device is installed at a minimum of 12 inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.
- (4) Atmospheric vacuum breakers may be used if:
 - (A) no back-pressure will be present;
 - (B) there are no shutoff valves downstream from the atmospheric vacuum breaker;
 - (C) the device is installed at a minimum of six inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler;
 - (D) there is no continuous pressure on the supply side of the atmospheric vacuum breaker for more than 12 hours in any 24-hour period; and
 - (E) a separate atmospheric vacuum breaker is installed on the discharge side of each irrigation control valve, between the valve and all the emission devices that the valve controls.
- (c) Backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter.
- (d) If there are no conditions that present a health hazard, double check valve backflow prevention assemblies may be used to prevent backflow if the device is tested upon installation and test cocks are used for testing only.
- (e) If a double check valve is installed below ground:
 - (1) test cocks must be plugged, except when the double check valve is being tested;
 - (2) test cock plugs must be threaded, water-tight, and made of non-ferrous material;
 - (3) a y-type strainer is installed on the inlet side of the double check valve;
 - (4) there must be a bed of pea gravel a minimum of 4" deep under the double check valve with a minimum of 6" clearance from the bottom of the double check valve to the bed of gravel
 - (5) there must be a minimum of 6" clearance around the double check valve for testing.
- (f) All irrigation systems found to be without backflow prevention protection that are connected to the potable water supply, must be connected to the potable water supply through an approved, properly installed backflow prevention assembly, before any major maintenance, alteration, repair, or service is performed.
- (g) If an irrigation system is connected to a potable water supply through a double check valve, pressure vacuum breaker, or reduced pressure principle backflow assembly and includes an automatic master valve on the system, the automatic master valve must be installed on the discharge side of the backflow prevention assembly.
- (h) The irrigator shall ensure the backflow prevention device is tested by a licensed Backflow Prevention Assembly Tester prior to being placed in service and the test results provided to the City of Rockwall and the irrigation system's owner or owner's representative within ten business days of testing of the backflow prevention device. Test results must be submitted on an approved Backflow Prevention Assembly Test and Maintenance Report form.

Sec. 6-235. Specific Conditions and Cross-Connection Control.

(a) Before any chemical is added to an irrigation system connected to the potable water supply, the irrigation system must be connected through a reduced pressure principle backflow prevention assembly or air gap.

(b) Connection of any additional water source to an irrigation system that is connected to the potable water supply can only be done if the irrigation system is connected to the potable water supply through a reduced-pressure principle backflow prevention assembly or an air gap.

(c) Irrigation system components with chemical additives induced by aspiration, injection, or emission system connected to any potable water supply must be connected through a reduced pressure principle backflow device.

(d) If an irrigation system is designed or installed on a property that is served by an on-site sewage facility, as defined in Title 30, Texas Administrative Code, Chapter 285, then:

(1) all irrigation piping and valves must meet the separation distances from the On-Site Sewage Facilities system as required for a private water line in Title 30, Texas Administrative Code, Section 285.91(10);

(2) any connections using a private or public potable water source that is not the city's potable water system must be connected to the water source through a reduced pressure principle backflow prevention assembly as defined in Title 30, Texas Administrative Code, Section 344.50; and

(3) any water from the irrigation system that is applied to the surface of the area utilized by the On-Site Sewage Facility system must be controlled on a separate irrigation zone or zones so as to allow complete control of any irrigation to that area so that there will not be excess water that would prevent the On-Site Sewage Facilities system from operating effectively.

Sec. 6-236. Water Conservation.

All irrigation systems shall be designed, installed, maintained, altered, repaired, serviced, and operated in a manner that will promote water conservation as defined in the Definitions section of this ordinance.

Sec. 6-237. Irrigation Plan Design: Minimum Standards.

(a) An irrigator shall prepare an irrigation plan for each site where a new irrigation system will be installed. A paper or electronic copy of the irrigation plan must be on the job site at all times during the installation of the irrigation system. A drawing showing the actual installation of the system is due to each irrigation system owner after all new irrigation system installations. During the installation of the irrigation system, variances from the original plan may be authorized by the licensed irrigator if the variance from the plan does not:

(1) diminish the operational integrity of the irrigation system;

(2) violate any requirements of this ordinance; and

(3) go unnoted in red on the irrigation plan.

(b) The irrigation plan must include complete coverage of the area to be irrigated. If a system does not provide complete coverage of the area to be irrigated, it must be noted on the irrigation plan.

(c) All irrigation plans used for construction must be drawn to scale. The plan must include, at a minimum, the following information:

- (1) the irrigator's seal, signature, and date of signing;
- (2) all major physical features and the boundaries of the areas to be watered;
- (3) a North arrow;
- (4) a legend;
- (5) the zone flow measurement for each zone;
- (6) location and type of each:
 - (A) controller; and
 - (B) sensor (for example, but not limited to, rain, moisture, wind, flow, or freeze);
- (7) location, type, and size of each:
 - (A) water source, such as, but not limited to a water meter and point(s) of connection;
 - (B) backflow prevention device;
 - (C) water emission device, including, but not limited to, spray heads, rotary sprinkler heads, quick-couplers, bubblers, drip, or micro-sprays;
 - (D) valve, including but not limited to, zone valves, master valves, and isolation valves;
 - (E) pressure regulation component; and
 - (F) main line and lateral piping.
- (8) the scale used; and
- (9) the design pressure.

Sec. 6-238. Design and Installation: Minimum Requirements.

(a) No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer's published performance limitations for the component.

(b) Spacing.

- (1) The maximum spacing between emission devices must not exceed the manufacturer's published radius or spacing of the device(s). The radius or spacing is determined by referring to the manufacturer's published specifications for a specific emission device at a specific operating pressure.
- (2) New irrigation systems shall not utilize above-ground spray emission devices in landscapes that are less than 48 inches not including the impervious surfaces in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct flow away from any adjacent surface and shall not be installed closer than four inches from a hardscape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.
- (3) Narrow paved walkways, jogging paths, golf cart paths or other small areas located in cemeteries, parks, golf courses or other public areas may be exempted from this requirement if the runoff drains into a landscaped area.

- (c) Water pressure. Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements include, but are not limited to, flow control valves, a pressure regulator, or pressure compensating spray heads.
- (d) Piping. Piping in irrigation systems must be designed and installed so that the flow of water in the pipe will not exceed a velocity of five feet per second for polyvinyl chloride (PVC) pipe.
- (e) Irrigation Zones. Irrigation systems shall have separate zones based on plant material type, microclimate factors, topographic features, soil conditions, and hydrological requirements.
- (f) Matched precipitation rate. Zones must be designed and installed so that all of the emission devices in that zone irrigate at the same precipitation rate.
- (g) Irrigation systems shall not spray water over surfaces made of concrete, asphalt, brick, wood, stones set with mortar, or any other impervious material, such as, but not limited to, walls, fences, sidewalks, streets, etc.
- (h) Master valve. When provided, a master valve shall be installed on the discharge side of the backflow prevention device on all new installations.
- (i) PVC pipe primer solvent. All new irrigation systems that are installed using PVC pipe and fittings shall be primed with a colored primer prior to applying the PVC cement in accordance with the International Plumbing Code (Section 605.22.2).
- (j) Rain or moisture shut-off devices or other technology. All new automatically controlled irrigation systems must include sensors or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture or rainfall. Rain or moisture shut-off technology must be installed according to the manufacturer's published recommendations. Repairs to existing automatic irrigation systems that require replacement of an existing controller must include a sensor or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture or rainfall.
- (k) Isolation valve. All new irrigation systems must include an isolation valve between the water meter and the backflow prevention device. The isolation valve must be a ball valve and be equipped with a stainless steel handle. The ball valve must be installed within a plastic valve or meter box large enough as not to hamper operation or repair.
- (l) Depth coverage of piping. Piping in all irrigation systems must be installed according to the manufacturer's published specifications for depth coverage of piping.
 - (1) If the manufacturer has not published specifications for depth coverage of piping, the piping must be installed to provide minimum depth coverage of six inches of select backfill, between the top of the pipe and the natural grade of the topsoil. All portions of the irrigation

system that fail to meet this standard must be noted on the irrigation plan. If the area being irrigated has rock at a depth of six inches or less, select backfill may be mounded over the pipe. Mounding must be noted on the irrigation plan and discussed with the irrigation system owner or owner's representative to address any safety issues.

(2) If a utility, man-made structure, or roots create an unavoidable obstacle, which makes the six-inch depth coverage requirement impractical, the piping shall be installed to provide a minimum of two inches of select backfill between the top of the pipe and the natural grade of the topsoil.

(3) All trenches and holes created during installation of an irrigation system must be backfilled and compacted to the original grade.

(m) Wiring irrigation systems.

(1) Underground electrical wiring used to connect an automatic controller to any electrical component of the irrigation system must be listed by Underwriters Laboratories as acceptable for burial underground.

(2) Electrical wiring that connects any electrical components of an irrigation system must be sized according to the manufacturer's recommendation.

(3) Electrical wire splices which may be exposed to moisture must be waterproof as certified by the wire splice manufacturer.

(4) Underground electrical wiring that connects an automatic controller to any electrical component of the irrigation system must be buried with a minimum of six inches of select backfill.

(n) Water contained within the piping of an irrigation system is deemed to be non-potable. No drinking or domestic water usage, such as, but not limited to, filling swimming pools or decorative fountains, shall be connected to an irrigation system. If a hose bib (an outdoor water faucet that has hose threads on the spout) is connected to an irrigation system for the purpose of providing supplemental water to an area, the hose bib must be installed using a quick coupler key on a quick coupler installed in a covered purple valve box and the hose bib and any hoses connected to the bib must be labeled "non potable, not safe for drinking." An isolation valve must be installed upstream of a quick coupler connecting a hose bib to an irrigation system.

(o) Beginning January 1, 2010, either a licensed irrigator or a licensed irrigation technician shall be on-site at all times while the landscape irrigation system is being installed. When an irrigator is not onsite, the irrigator shall be responsible for ensuring that a licensed irrigation technician is on-site to supervise the installation of the irrigation system.

(p) All new automatically controlled irrigation systems must include sensors or other technology designed to inhibit or interrupt operation of the irrigation system during periods of freezing weather.

Sec. 6-239. Completion of Irrigation System Installation.

Upon completion of the irrigation system, the irrigator or irrigation technician who provided supervision for the on-site installation shall be required to complete four items:

- (1) a final "walk through" with the irrigation system's owner or the owner's representative to explain the operation of the system;
- (2) The maintenance checklist on which the irrigator or irrigation technician shall obtain the signature of the irrigation system's owner or owner's representative and shall sign, date, and seal the checklist. If the irrigation system's owner or owner's representative is unwilling or unable to sign the maintenance checklist, the irrigator shall note the time and date of the refusal on the irrigation system's owner or owner's representative's signature line. The irrigation system owner or owner's representative will be given the original maintenance checklist and a duplicate copy of the maintenance checklist shall be maintained by the irrigator. The items on the maintenance checklist shall include but are not limited to:
 - (A) the manufacturer's manual for the automatic controller, if the system is automatic;
 - (B) a seasonal (spring, summer, fall, winter) watering schedule based on either current/real time evapotranspiration or monthly historical reference evapotranspiration (historical ET) data, monthly effective rainfall estimates, plant landscape coefficient factors, and site factors;
 - (C) a list of components, such as the nozzle, or pump filters, and other such components; that require maintenance and the recommended frequency for the service; and
 - (D) the statement, "This irrigation system has been installed in accordance with all applicable state and local laws, ordinances, rules, regulations or orders. I have tested the system and determined that it has been installed according to the Irrigation Plan and is properly adjusted for the most efficient application of water at this time."
- (3) A permanent sticker which contains the irrigator's name, license number, company name, telephone number and the dates of the warranty period shall be affixed to each automatic controller installed by the irrigator or irrigation technician. If the irrigation system is manual, the sticker shall be affixed to the original maintenance checklist. The information contained on the sticker must be printed with waterproof ink and include:
- (4) The irrigation plan indicating the actual installation of the system must be provided to the irrigation system's owner or owner representative.

Sec. 6-240. Maintenance, Alteration, Repair, or Service of Irrigation Systems.

(a) The licensed irrigator is responsible for all work that the irrigator performed during the maintenance, alteration, repair, or service of an irrigation system during the warranty period. The irrigator or business owner is not responsible for the professional negligence of any other irrigator who subsequently conducts any irrigation service on the same irrigation system.

(b) All trenches and holes created during the maintenance, alteration, repair, or service of an irrigation system must be returned to the original grade with compacted select backfill.

(c) Colored PVC pipe primer solvent must be used on all pipes and fittings used in the maintenance, alteration, repair, or service of an irrigation system in accordance with the International Plumbing Code (Section 605.22.2).

(d) When maintenance, alteration, repair or service of an irrigation system involves excavation work at the water meter or backflow prevention device, an isolation valve shall be installed, if an isolation valve is not present.

Sec. 6-241. Reclaimed Water.

Reclaimed water may be utilized in landscape irrigation systems if:

- (1) there is no direct contact with edible crops, unless the crop is pasteurized before consumption;
- (2) the irrigation system does not spray water across property lines that do not belong to the irrigation system's owner;
- (3) the irrigation system is installed using purple components;
- (4) the domestic potable water line is connected using an air gap or a reduced pressure principle backflow prevention device, in accordance with Title 30, Texas Administrative Code, Section 290.47(i) (relating to Appendices);
- (5) a minimum of an eight inch by eight inch sign, in English and Spanish, is prominently posted on/in the area that is being irrigated, that reads, "RECLAIMED WATER – DO NOT DRINK" and "AGUA DE RECUPERACIÓN – NO BEBER"; and
- (6) backflow prevention on the reclaimed water supply line shall be in accordance with the regulations of the city's water provider.

Sec. 6-242. Advertisement Requirements.

(a) All vehicles used in the performance of irrigation installation, maintenance, alteration, repair, or service must display the irrigator's license number in the form of "LI_____" in a contrasting color of block letters at least two inches high, on both sides of the vehicle.

(b) All forms of written and electronic advertisements for irrigation services must display the irrigator's license number in the form of "LI_____." Any form of advertisement, including business cards, and estimates which displays an entity's or individual's name other than that of the licensed irrigator must also display the name of the licensed irrigator and the licensed irrigator's license number. Trailers that advertise irrigation services must display the irrigator's license number.

(c) The name, mailing address, and telephone number of the commission must be prominently displayed on a legible sign and displayed in plain view for the purpose of addressing complaints at the permanent structure where irrigation business is primarily conducted and irrigation records are kept.

Sec. 6-243. Contracts.

(a) All contracts to install an irrigation system must be in writing and signed by each party and must specify the irrigator's name, license number, business address, current business

telephone numbers, the date that each party signed the agreement, the total agreed price, and must contain the statement, "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us." All contracts must include the irrigator's seal, signature, and date.

(b) All written estimates, proposals, bids, and invoices relating to the installation or repair of an irrigation system(s) must include the irrigator's name, license number, business address, current business telephone number(s), and the statement: "Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's web site is: www.tceq.state.tx.us."

(c) An individual who agrees by contract to provide irrigation services as defined in Title 30, Texas Administrative Code, Section 344.30 (relating to License Required) shall hold an irrigator license issued under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations) unless the contract is a pass-through contract as defined in Title 30, Texas Administrative Code, Section 344.1(36) (relating to Definitions). If a pass-through contract includes irrigation services, then the irrigation portion of the contract can only be performed by a licensed irrigator. If an irrigator installs a system pursuant to a pass-through contract, the irrigator shall still be responsible for providing the irrigation system's owner or through contract; the irrigator shall still be responsible for providing the irrigation system's owner or owner's representative a copy of the warranty and all other documents required under this chapter. A pass-through contract must identify by name and license number the irrigator that will perform the work and must provide a mechanism for contacting the irrigator for irrigation system warranty work.

(d) The contract must include the dates that the warranty is valid.

Sec. 6-244. Warranties for Systems.

(a) On all installations of new irrigation systems, an irrigator shall present the irrigation system's owner or owner's representative with a written warranty covering materials and labor furnished in the new installation of the irrigation system. The irrigator shall be responsible for adhering to terms of the warranty. If the irrigator's warranty is less than the manufacturer's warranty for the system components, then the irrigator shall provide the irrigation system's owner or the owner's representative with applicable information regarding the manufacturer's warranty period. The warranty must include the irrigator's seal, signature, and date. If the warranty is part of an irrigator's contract, a separate warranty document is not required.

(b) An irrigator's written warranty on new irrigation systems must specify the irrigator's name, business address, and business telephone number(s), must contain the signature of the irrigation system's owner or owner's representative confirming receipt of the warranty and must include the statement: "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 130897, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us."

(c) On all maintenance, alterations, repairs, or service to existing irrigation systems, an irrigator shall present the irrigation system's owner or owner's representative a written document that identifies the materials furnished in the maintenance, alteration, repair, or service. If a warranty is provided, the irrigator shall abide by the terms. The warranty document must include the irrigator's name and business contact information.

Sec. 6-245. Duties and Responsibilities of City Irrigation Inspectors.

A licensed irrigation inspector shall enforce the ordinance of the city, and shall be responsible for:

- (1) verifying that the appropriate permits have been obtained for an irrigation system and that the irrigator and installer or irrigation technician, if applicable, are licensed;
- (2) inspecting the irrigation system;
- (3) determining that the irrigation system complies with the requirements of this chapter;
- (4) determining that the appropriate backflow prevention device was installed, tested, and test results provided to the city;
- (5) investigating complaints related to irrigation system installation, maintenance, alteration, repairs, or service of an irrigation system and advertisement of irrigation services; and
- (6) maintaining records according to this chapter.

Sec. 6-246. Items not covered by this ordinance.

Any item not covered by their ordinance and required by law shall be governed by the Texas Occupations Code, the Texas Water Code, Title 30 of the Texas Administrative Code, and any other applicable state statute or Texas Commission on Environmental Quality rule.

Sec. 6-247. Fees.

Building permit fees shall be established by resolution of the city council.

Sec. 6-248. Irrigation systems within the public right of way.

The city shall not be held liable for any damage of any system, which results from the installation or repair of, or improvement of any street or utility. Any homeowner or irrigator who installs a lawn sprinkler system between the curb and sidewalk or elsewhere within the public right of way shall likewise hold the city harmless against any claim or injury to persons or damage to property that any member of the public may suffer by reason of installation of said lawn sprinkling system between said curb and sidewalk or within the public right of way.

Sec. 6-249. Enforcement.

(a) The city shall have the power to administer and enforce the provisions of this chapter as may be required by governing law. Any person, firm, corporation or agent who shall violate a provision of this code, or fails to comply therewith, or with any of the requirements thereof, is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of the ordinance codified in this chapter is declared to be a nuisance.

(b) Any person violating any provision of chapter shall, upon conviction, be fined a sum not exceeding \$2000.00. Each day that a provision of this chapter is violated shall constitute a separate offense. An offense under this chapter is a Class C misdemeanor, punishable by a fine of up to \$2000.00.

(c) Nothing in this chapter shall be construed as a waiver of the city's right to bring a civil action

to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates the ordinance or to require specific conduct that is necessary for compliance with the ordinance; and
- (2) Other available relief.

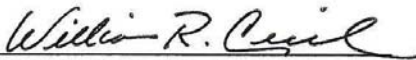
Secs. 6-250----6-254 Reserved.

SECTION 2: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

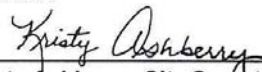
SECTION 3. Any person, firm or corporation violating any of the provisions of this ordinance shall upon conviction be subject to a fine in accordance with the general provisions of the Code of Ordinances.

SECTION 4. That this ordinance shall take effect immediately from and after its passage and approval, and it is so ordained.

PASSED AND APPROVED this 16th day of March, 2009.


William R. Cecil, Mayor

ATTEST:


Kristy Ashberry, City Secretary



APPROVED AS TO FORM:


Pete Eckert, City Attorney

1st reading: 03-02-09

2nd reading: 03-16-09

APPENDIX F

LETTERS TO REGION C AND REGION D WATER PLANNING GROUPS

APPENDIX G

SERVICE REGULATIONS

CITY OF ROCKWALL, TEXAS

ORDINANCE NO. 09-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROCKWALL IN CHAPTER 26, ARTICLE V, DIVISION 2, SERVICE REGULATIONS; PROVIDING FOR A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2000.00) FOR EACH OFFENSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rockwall recognizes that the amount of water available to its water customers is limited; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such policies necessary to preserve and conserve available water supplies; and

WHEREAS, the City seeks to adopt an ordinance pertaining to illegal water connections and theft of water.

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

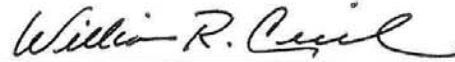
SECTION 1. That the Code of Ordinances shall be amended in Chapter 26, Article V, Division 2, which shall hereinafter read in the entirety as set forth in Exhibit "A" attached hereto made a part hereof for all purposes.

SECTION 2. That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

SECTION 3. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction, be subject to a fine in accordance with Section 1-7 of the General Provision of the Code of Ordinances.

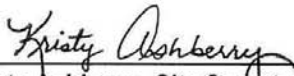
SECTION 4. That this ordinance shall take effect immediately from and after its passage and approval, and it is so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS this 18th day of May, 2009.



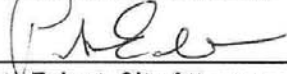
William R. Cecil, Mayor

ATTEST:



Kristy Ashberry, City Secretary

APPROVED AS TO FORM:



Pete Eckert, City Attorney



1st reading: 05-04-09

2nd reading: 05-18-09

"EXHIBIT A"**CHAPTER 26****ARTICLE V. WATER****DIVISION 2****SERVICE REGULATIONS****Sec. 26-131. Application for service required; who may apply; responsibility for bill.**

- (a) Each consumer desiring water from the City of Rockwall's water supply system shall make application. The application shall contain the purpose for which the water is desired, and shall agree to the terms and conditions upon which water will be furnished and to the rules, regulations and ordinances of the City. Upon such application being filed with the City, the applicant is authorized the use of water from the City's water system for specified purposes.
- (b) No application for the use of water shall be filed by any person other than the owner, renter or duly authorized agent, and such owner, renter or authorized agent when making application, shall be liable for the fees charged for the use of water.

Sec. 26-132. Permits to be approved by the City before water is turned on.

All applications for water from the City's water system, when a new service has been installed, shall be approved by the City after inspection, before the water will be turned on.

Sec. 26-133. Permit required for taps, etc.

No new tap or new service or addition, extension or alteration of any tap or service, shall be made or caused to be made by any consumer, except through a licensed plumber or utility contractor and after obtaining a permit from the City.

Sec. 26-134. Connection permits.

Applications for permits to connect water service pipes or mains with the distribution mains shall be made to the City, together with a fee as specified in Article II of this chapter and Chapter 24, Subdivision Regulations, Article III, paid in advance to the City for inserting the service pipe or main and conveying it to the curb line. Such permit shall be the plumber or utility contractors authority for making the connection with the street service, laying pipes and doing all work necessary to make the service complete. Any application for a second permit to the same premises will be charged an equal fee for inserting the service pipe and conveying it to the curb line.

Sec. 26-135. Permit applications to be made by a licensed plumber or utility contractor.

All applications for permits required by this article shall be made only by a licensed plumber or utility contractor working for the property owner or his authorized agent.

Sec. 26-136. Turn-on of water restricted.

No person may knowingly cause, suffer or allow the initiation or restoration of water service to the property after termination of service(s) without the written consent of the City. For purposes of this section, it shall be assumed that the owner, occupant, or person in control of the property caused, suffered, or allowed the unlawful initiation or restoration of service(s).

Sec. 26-137. Maintenance and conservation requirements of consumer.

All consumers of water from the City's water system shall keep their service pipes and all fixtures connected in good condition and repair to prevent unnecessary waste of water.

Sec. 26-138. Shutoff of water for waste.

Where water is wasted by reason of the water fixtures and service pipe being out of order, through neglect of the consumer, agents or tenants, after notice thereof from the City, if the consumer refuses to repair such fixtures or pipe, the water shall be immediately turned off and withheld from such premises until repairs have been made.

Sec. 26-139. Consumers not to permit others to use water; penalty.

No consumer of City water shall permit any other person to use water from their tap, hydrant, faucet or other device to provide water to an additional property, except when authorized by the City. In the case of a violation of this section, the water shall be immediately turned off in addition to any other penalty otherwise provided.

Sec. 26-140. Use of water from public connections restricted.

No consumer or other person shall take water for private use from any public fire hydrant, hydrant, fountain or similar public water source without the consent of the City.

Sec. 26-141. Interference with system apparatus.

A person may not knowingly tamper, connect to, or alter any component of the City's water system including, but not limited to: valves, meters, meter boxes, lids, hydrants, lines, pump stations, ground storage tanks, and elevated tanks. This shall include direct or indirect efforts to initiate or restore water service without the approval of the City.

APPENDIX H

LANDSCAPE ORDINANCE

APPENDIX I

TCEQ WATER CONSERVATION IMPLEMENTATION REPORT

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City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager

FROM: Amy Williams, Director of Public Works/City Engineer

DATE: March 28, 2019

SUBJECT: Water Conservation/Water Resource and Emergency Management Plan

The Texas Commission on Environmental Quality requires every water provider to revise and submit their Water Conservation and Water Resource and Emergency Management Plan every five years. City Council adopted the existing Water Emergency Response Plan and the Water Conservation Plan on August 3, 2009, July 6, 2009, and April 21, 2014. The staff has made revisions to our current plans and will submit these documents to the TCEQ by May 1, 2019, after City Council approves the ordinances.

Changes to the Water Conservation include the addition of definitions, once per week water of landscape beginning November 1st and ending March 31st, and rebates of \$100 towards the purchase and installation of high-efficiency card or coin operated commercial clothes washers at commercial laundromats. The refund on commercial washing machines is required as part of the settlement agreement with the Sierra Club and the National Wildlife Federation to move forward with the construction of the Lower Bois d 'Arc Creek Reservoir.

Changes to the Water Resource and Emergency Management Plan are definitions and lake level elevations that trigger different resource management stages in the plan. Another change was to have three stages instead of four. The reasoning for the transition to three stages was that Stage 1 in the previous plan had the same requirements found in the Conservation Plan.

Staff recommends City Council consideration to approve the revised Water Resource Emergency Management and Water Conservation Plan to keep the City in compliance with the Texas Commission on Environmental Quality requirements.

AJW:em

Cc:
Joey Boyd, Assistant City Manager
Rick Sherer, Manager of Water and Wastewater
File

CITY OF ROCKWALL

ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE CODE OF ORDINANCES IN CHAPTER 44. UTILITIES; ARTICLE V. WATER; DIVISION 7. DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN TO REPEAL DIVISION 7. IN ITS ENTIRETY AND REPLACE IT WITH A NEW DIVISION 7. ADOPTING A WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED ON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rockwall City Council previously adopted a “Drought Contingency and Water Emergency Response Plan” in Chapter 44. Utilities; Article V. Water; Division 7 of the Code of Ordinances; and

WHEREAS, the City Council has determined the need to repeal said plan in its entirety and replace it with a new plan entitled the “Water Resource and Emergency Management Plan,” which permits the City Manager of the City of Rockwall to order implementation of certain emergency conservation measures as warranted by an emergency circumstance.

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

SECTION 1. The the Code of Ordinances in Chapter 44. “Utilities,” Article V. “Water,” Division 7. “Drought Contingency and Water Emergency Response Plan” is hereby repealed in its entirety and a new Division 7. entitled the “Water Resource and Emergency Management Plan” is hereby adopted as reflected in “**Exhibit A**” of this ordinance; and

SECTION 2. PLAN ADOPTED

Sec.44-432

(a) The city council hereby approves and adopts the City of Rockwall “Water Resource and Emergency Management Plan,” attached to Ordinance No. 19- as “Exhibit A,” which is incorporated as if fully set forth in this division and on file in the city secretary’s office.

SECTION 3. Any person, firm or corporation violating any of the provisions of this ordinance shall be punished by a penalty fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense and each day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 4. If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 5. The City Council does hereby find and declare that sufficient written notice of the date, hour, place and subject of the meeting adopting this Ordinance was posted at a designated place convenient to the public for the time required by law preceding the meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the posting thereof.

SECTION 6. The City Manager or his designee is hereby directed to file a copy of the Plan and this Ordinance with the Texas Commission on Environmental Quality in accordance with Title 30, Chapter 288 of the Texas Administrative Code, and said Plan meets all the requirements of Section 288.2 of the Texas Administrative Code;

SECTION 7. This ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this ordinance or as herein specified.

SECTION 8. This ordinance shall take effect immediately from and after its passage and approval, and it is so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 15TH DAY OF APRIL, 2019.

ATTEST:

Kristy Cole, City Secretary

Jim Pruitt, Mayor

1st Reading: 04/01/2019

2nd Reading: 04/15/2019

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

EXHIBIT A

WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN



City of Rockwall
The New Horizon

MAY 2019

FORWARD

This 2019 Model Water Resource and Emergency Management Plan (WREMP) which is an update to the 2014 Drought Contingency and Water Emergency Response Plan was prepared by Freese and Nichols for the North Texas Municipal Water District (NTMWD). It is intended to be used by NTMWD Member Cities and Customers as a guide as they develop their own Water Resource and Emergency Management Plans. This plan was prepared pursuant to Texas Commission on Environmental Quality rules. Some material is based on the existing drought contingency plans listed in Appendix A.

Questions regarding this drought contingency and water emergency response plan should be addressed to the following:

Jeremy Rice
Freese and Nichols, Inc.
(817) 735-7300
jjr@freese.com

Denise Hickey
North Texas Municipal
Water District
(972) 442-5405
dhickey@ntmwd.com

This Model WREMP plan is based on the Texas Administrative Code in effect on January 18, 2019.

EXHIBIT A TABLE OF CONTENTS

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APPENDICES

APPENDIX A	List of References
APPENDIX B	Texas Commission on Environmental Quality Rules on Drought Contingency Plans <ul style="list-style-type: none">• Texas Administrative Code Title 30, Part 1, Chapter 288, Subchapter B, Rule §288.20 – Drought Contingency Plans for Municipal Uses by Public Water Suppliers
APPENDIX C	Letter to Region C and Region D Water Planning Group

1. INTRODUCTION AND OBJECTIVES

This document has been prepared as a Model Water Resource and Emergency Management Plan (WREMP), intended to be available for use by North Texas Municipal Water District (NTMWD) Member Cities and Customer Cities as they develop their own plans. This model plan addresses all of the current TCEQ requirements for a drought contingency plan.

¹ This plan will replace the plans dated August 2004, April 2006, March 2008, and April 2014.

The measures included in this Model WREMP are intended to provide short-term water savings during drought or emergency conditions. Water savings associated with ongoing, long-term strategies are discussed in the *Model Water Conservation Plan for North Texas Municipal Water District Member Cities and Customer Cities*.²

- The purpose of this Model WREMP plan is as follows:
- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions

The NTMWD supplies treated water to its Member Cities and Customer Cities. This model plan was developed by NTMWD in consultation with its Member Cities. In order to adopt this model plan, each NTMWD Member City and Customer City will need to adopt ordinance(s) or regulation(s) implementing the plan, including the determination of fines and enforcement procedures. The model plan calls for Member Cities and Customer Cities to adopt Water Resource Stages initiated by NTMWD during a drought or water supply emergency. Member Cities and Customer Cities may also adopt more stringent drought or water emergency response stages than NTMWD if conditions warrant.

In the absence of drought response measures, water demands tend to increase during drought due to increased outdoor irrigation. The severity of the drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. NTMWD considers a drought to end when all of the NTMWD's supply reservoirs refill to conservation storage pool levels.

¹ Superscripted numbers match references listed in Appendix A.

2. DEFINITIONS AND ABBREVIATIONS

1. **AQUATIC LIFE** means a vertebrate organism dependent upon an aquatic environment to sustain its life.
2. **ATHLETIC FIELD** means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools; professional sports and league play sanctioned by the utility providing retail water supply.
3. **COMMERCIAL FACILITY** means business or industrial buildings and the associated landscaping, but does not include the fairways, greens, or tees of a golf course.
4. **COMMERCIAL VEHICLE WASH FACILITY** means a permanently-located business that washes vehicles or other mobile equipment with water or water-based products, including but not limited to self-service car washes, full service car washes, roll-over/in-bay style car washes, and facilities managing vehicle fleets or vehicle inventory.
5. **CUSTOMERS** include those entities to which NTMWD provides wholesale water that are not Member Cities of NTMWD.
6. **DESIGNATED OUTDOOR WATER USE DAY** means a day prescribed by rule on which a person is permitted to irrigate outdoors.
7. **DRIP IRRIGATION** is a type of micro-irrigation system that operates at low pressure and delivers water in slow, small drips to individual plants or groups of plants through a network of plastic conduits and emitters; also called trickle irrigation.
8. **DROUGHT**, for the purposes of this report, means an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources (in this case reservoirs) to be depleted.
9. **EVAPOTRANSPIRATION (ET)** represents the amount of water lost from plant material to evaporation and transpiration. The amount of ET can be estimated based on the temperature, wind, and relative humidity.
10. **EXECUTIVE DIRECTOR** means the Executive Director of the NTMWD and includes a person the Executive Director has designated to administer or perform any task, duty, function, role, or action related to this Plan or on behalf of the Executive Director.
11. **FOUNDATION WATERING** means an application of water to the soils directly abutting (within 2 feet) the foundation of a building, structure.

12. INTERACTIVE WATER FEATURES means water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons, inflatable pools, temporary splash toys or pools, slip-n-slides, or splash pads that are maintained for recreation.
13. IRRIGATION SYSTEM means a permanently installed, custom-made, site-specific system of delivering water generally for landscape irrigation via a system of pipes or other conduits installed below ground.
14. LANDSCAPE means any plant material on a property, including any tree, shrub, vine, herb, flower, succulent, ground cover, grass or turf species, that is growing or has been planted out of doors.
15. MEMBER CITIES include the cities of Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royse City, and Wylie, Texas, which are members of NTMWD.
16. NEW LANDSCAPE means: (a) vegetation installed at the time of the construction of a residential or commercial facility; (b) installed as part of a governmental entity's capital improvement project; or (c) installed to stabilize an area disturbed by construction.
17. ORNAMENTAL FOUNTAIN means an artificially created structure (up to a certain diameter) from which a jet, stream, or flow of treated water emanates and is not typically utilized for the preservation of aquatic life.
18. RETAIL CUSTOMERS include those customers to whom the Supplier provides retail water from a water meter.
19. SOAKER HOSE means a perforated or permeable garden-type hose or pipe that is laid above ground that provides irrigation at a slow and constant rate.
20. SPRINKLER means an above-ground water distribution device that may be attached to a garden hose.
21. SUPPLIER means a Member City or Customer that purchases wholesale water from NTMWD and provides water to retail and/or wholesale customers.
22. SWIMMING POOL means any structure, basin, chamber, or tank including hot tubs, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point.
23. WATER RESOURCE MANAGEMENT PLAN means a strategy or combination of strategies for temporary supply management and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies required by Texas Administrative Code Title 30, Chapter 288, Subchapter B. This is sometimes called a drought contingency plan.

Abbreviation	Full Nomenclature
ED	NTMWD Executive Director
NTMWD or District	North Texas Municipal Water District
TCEQ	Texas Commission on Environmental Quality
TWDB	Texas Water Development Board
Model WREMP	Model Water Resource and Emergency Management Plan for Member Cities and Customers

3. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code, a current copy of which is included in Appendix B. For the purpose of these rules, a drought contingency plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.”¹

Minimum Requirements

TCEQ’s minimum requirements for drought contingency plans are addressed in the following subsections of this report:

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input – Section 4.1
- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information – Section 4.2
- 288.20(a)(1)(C) – Coordination with the Regional Water Planning Group – Section 4.7
- 288.20(a)(1)(D) – Criteria for Initiation and Termination of Drought Stages – Section 4.3
- 288.20(a)(1)(E) – Drought and Emergency Response Stages – Section 4.4
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions – Section 3.4
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage – Section 4.4
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Stages – Section 3.3
- 288.20(a)(1)(I) - Procedures for Granting Variances – Section 4.5
- 288.20(a)(1)(J) - Procedures for Enforcement of Mandatory Restrictions – Section 3.6
- 288.20(a)(3) – Consultation with Wholesale Supplier – Sections 1 and 4.4
- 288.20(b) – Notification of Implementation of Mandatory Measures – Section 4.3
- 288.20(c) – Review and Update of Plan – Section 4.8

4. WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

4.1 Provisions to Inform the Public and Opportunity for Public Input

The City of Rockwall will provide opportunity for public input in the development of this drought contingency and water emergency response plan by the following means:

- Providing written notice of the proposed plan and the opportunity to comment on the plan by newspaper, posted notice, and notice on the supplier's web site.
- Making the draft plan available on the supplier's web site.
- Providing the draft plan to anyone requesting a copy.
- Holding a public meeting.

4.2 Provisions for Continuing Public Education and Information

The City of Rockwall will inform and educate the public about the Water Resource and Emergency Management Plan by the following means:

- Preparing a bulletin describing the plan and making it available at City Hall and other appropriate locations.
- Making the plan available to the public through the supplier's web site.
- Including information about the Water Resource and Emergency Management on the supplier's web site.
- Notifying local organizations, schools, and civic groups that staff are available to make presentations on the Water Resource and Emergency Management Plan (usually in conjunction with presentations on water conservation programs).

At any time that the drought contingency and water emergency response plan is activated or the drought stage or water emergency response stage changes, Member Cities and Customer Cities will notify local media of the issues, the drought response stage or water emergency response stage (if applicable), and the specific actions required of the public. The information will also be publicized on the supplier's web site (if available). Billing inserts will also be used as appropriate.

4.3 Initiation and Termination of Water Resource and Emergency Management Stages and Targets for Water use Reductions

Initiation of a Water Resource Management Stage

The City Manager or official designee may order the implementation of a Water Resource and Emergency Management response stage when one or more of the trigger conditions for that stage are met.

- Water Resource and Emergency Management Plan stages imposed by NTMWD action must be initiated by Member Cities and Customers.

- For other trigger conditions internal to a city or water supply entity, the City Manager or official designee may decide not to order the implementation of a Water Resource Management Stage or Water Emergency even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for this decision should be documented.

The following actions will be taken when a water resource management stage is initiated:

- The public will be notified through local media and the supplier's web site (if available) as described in Section 4.2.
- Wholesale customers (if any) and the NTMWD will be notified by e-mail with a follow-up letter or fax that provides details of the reasons for initiation of the Water Resource Management Stage.
- If any mandatory provisions of the Water Resource and Emergency Management Plan are activated, Member Cities and Customer Cities will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.

Termination of Water Management Stage

The City Manager or official designee may order the termination of a Water Resource Management Stage when the conditions for termination are met or at their discretion.

The following actions will be taken when a water resource management stage is terminated:

- The public will be notified through local media and the supplier's web site as described in Section 4.2.
- Wholesale customers (if any) and the NTMWD will be notified by e-mail with a follow-up letter or fax.
- If any mandatory provisions of the Water Resource and Emergency Management Plan that have been activated are terminated, Member Cities and Customer Cities will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.

The City Manager or official designee may decide not to order the termination of a Water Resource Management stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the Water Resource Management Stage. The reason for this decision should be documented.

Water Resource and Emergency Management Plan Stages and Measures

4.3.1 Stage 1

Initiation and Termination Conditions for Stage 1

The NTMWD has initiated Stage 1, which may be initiated due to one or more of the following:

- The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
- Water demand is projected to approach the limit of the permitted supply.
- The storage level in Lavon Lake as published by the Texas Water Development Board (TWDB),³ is less than 70 percent of the total conservation pool capacity during any months or April through October or less than 60 percent of the total conservation pool capacity during any of the months of November through March.
- The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Stage 1 drought.
- NTMWD has concern that Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, the Main Stem Pump Station, or some other NTMWD source may be limited in availability in the next six (6) months.
- NTMWD water demand exceeds 95 percent of the amount that can be delivered to customers for three (3) consecutive days.
- Water demand for all or part of NTMWD's delivery system approaches delivery capacity because delivery capacity is inadequate.
- Supply source is interrupted or unavailable due contamination, invasive species, equipment failure or other causes.
- NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Part of the system has a shortage in supply or damage to equipment. NTMWD may implement measures for only the portion of the NTMWD system impacted.

Supplier has initiated Stage 1 due to one or more of the following reasons:

- Supplier's water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
- Supplier's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- Supplier's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Supplier's individual plan may be implemented if other criteria dictate.

NTMWD has terminated Stage 1, which may be terminated due to one or more of the following:

- The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 1.
- The storage level in Lavon Lake, as published by the TWDB,³ is greater than 75 percent of the total conservation pool capacity during any of the months of April through October or greater than 65 percent of the total conservation pool capacity during any of the months of November through March.
- Other circumstances that caused NTMWD initiation of Stage 1 no longer prevail.

Supplier has terminated Stage 1, which may be terminated due to the cause of the Supplier's initiation of Stage 1 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 1

Stage 1 is intended to raise public awareness of potential drought or water emergency problems. The goal for water use reduction under Stage 1 is a two percent (2%) reduction in the amount of water produced by NTMWD from the previous corresponding annual payment period prior to institution of drought restrictions. **If circumstances warrant, of if required by NTMWD, the City Manager or official designee can set a goal for greater or lesser water use reduction under Stage 1.** The City Manager or official designee may order the implementation of any of the actions listed below, as deemed necessary, to achieve a two percent (2%) reduction. Measures described as “requires notification to TCEQ” are those that impose mandatory requirements on customers. The supplier must notify TCEQ and NTMWD within five (5) business days if such mandatory measures are implemented.

- Continue actions established by Water Conservation Plan.
- Notify wholesale customers of actions being taken and request implementation of similar procedures.
- Initiate engineering studies to evaluate alternative water sources and/or alternative delivery mechanisms should conditions worsen.
- Increase public education efforts on ways to reduce water use.
- Halt non-essential city government water use:
(Examples: street cleaning, vehicle washing, operation of ornamental fountains, etc.)
- Encourage the public to wait until the current drought or emergency situation has passed before establishing New Landscape.
- Encourage all users to reduce the frequency of draining and refilling swimming pools.
- **Requires Notification to TCEQ** - Increase enforcement of the following landscape watering restrictions established by the Water Conservation Plan: (1) limit landscape watering with sprinklers or irrigation systems at each service address to no more than two (2) days per week, on designated days, between April

- 1 and October 31; and (2) limit landscape watering with sprinklers or irrigation systems at each service address to once every week, on designated days, between November 1 and March 31. Exceptions are as follows:
- An exception is allowed for New Landscape associated with new construction that may be watered as necessary for 30 days from the date of installation of new landscape features.
 - An exception for additional watering of landscape may be provided by hand-held hose with shutoff nozzle, and/or use of dedicated irrigation drip zones provided no runoff occurs.
 - Foundation (within 2 feet), New Landscape watering, watering of new plantings (first year) of shrubs, and watering of trees (within a ten foot radius of its trunk) may occur by a hand-held hose, a soaker hose, or a dedicated zone using a Drip Irrigation system provided no runoff occurs.
 - Restrictions do not apply to locations using treated wastewater effluent for irrigation or the legal use of water pumped from Lake Ray Hubbard as may be regulated by the City of Dallas.
- **Requires Notification to TCEQ** - Initiate a rate surcharge for all water use over a certain level.
 - **Requires Notification to TCEQ** - Public athletic fields used for competition may be watered twice per week.
 - **Requires Notification to TCEQ** - Prohibit watering of golf courses using treated water, except as needed to keep greens and tee boxes alive.

4.3.2 Stage 2

Initiation and Termination Conditions for Stage 2

The NTMWD has initiated Stage 2, which may be initiated due to one or more of the following:

- The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
- Water demand is projected to approach the limit of NTMWD permitted supply.
- The storage in Lavon Lake, as published by the TWDB,³ is less than 55 percent of the total conservation pool during any of the months of April through October or less than 45 percent of the total conservation pool capacity during any of the months of November through March.
- The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Stage 2 drought.
- NTMWD has concern that Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, the Main Stem Pump Station, or some other NTMWD source may be limited in availability in the next three (3) months.

- NTMWD water demand exceeds 98 percent of the amount that can be delivered to customers for three (3) consecutive days.
- NTMWD water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- NTMWD's supply source is interrupted or unavailable due to contamination, invasive species, equipment failure, or other causes.
- NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Part of the system has a shortage in supply or damage to equipment. NTMWD may implement measures for only that portion of the system impacted.

Supplier has initiated Stage 2 due to one or more of the following reasons:

- Supplier's water demand exceeds 98 percent of the amount that can be delivered to customers for three (3) consecutive days.
- Supplier's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- Supplier's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Supplier's individual plan may be implemented if other criteria dictate.

NTMWD has terminated Stage 2, which may terminate due to one of the following:

- The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 2.
- The storage level in Lavon Lake, as published by the TWDB, ³ is greater than 70 percent of the total conservation pool capacity during any of the months of April through October or greater than 60 percent of the total conservation pool capacity during any of the months of November through March.
- Other circumstances that caused NTMWD initiation of Stage 2 no longer prevail.

Supplier has terminated Stage 2, which may be terminated due to the cause of the Supplier's initiation of Stage 2 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 2

The goal for water use reduction under Stage 2 is a reduction of ten percent (10%) in the amount of water obtained from NTMWD from the previous corresponding annual payment period prior to institution of drought restrictions. **If circumstances warrant, or if required by NTMWD, the City Manager or official designee can set a goal for greater or lesser water use reduction.** The City Manager or official designee may order the implementation of any of the actions listed below, as deemed necessary, to achieve a two-percent reduction. Measures described as "requires notification to TCEQ" are those that impose mandatory

requirements on customers. The supplier must notify TCEQ and NTMWD within five (5) business days if such mandatory measures are implemented.

- Continue or initiate any actions available under Water Conservation Plan and Stage 1.
- Notify wholesale customers of actions being taken and request them to implement similar procedures.
- Implement viable alternative water supply strategies.
- Further accelerate public education efforts on ways to reduce water use.
- Encourage all users to reduce the frequency of draining and refilling swimming pools.
- **Requires Notification to TCEQ** - Limit landscape watering with sprinklers or irrigation systems at each service address to once per week, on designated days between April 1 and October 31. and (2) limit landscape watering with sprinklers or irrigation systems at each service address to once every week, on designated days, between November 1 and March 31. Exceptions are as follows:
 - An exception is allowed for New Landscape associated with new construction that may be watered as necessary for 30 days from the date of installation of new landscape features.
 - An exception for additional watering of landscape may be provided by hand-held hose with shutoff nozzle, and/or use of dedicated irrigation drip zones provided no runoff occurs.
 - Foundation (within 2 feet), New Landscape Watering, watering of new plantings (first year) of shrubs, and watering of trees (within a ten foot radius of its trunk) may occur by a hand-held hose, a soaker hose, or a dedicated zone using a Drip Irrigation system provided no runoff occurs.
 - Athletic Fields may be watered twice per week.
 - An exemption is allowed for Drip Irrigation system from the designated outdoor water use day limited to no more than one day per week. Drip Irrigation systems are however subject to all other restrictions applicable under this stage.
 - Hand water with shutoff nozzle, drip lines, and Soaker Hoses are allowed before 10 am and after 6 pm, provided no runoff occurs.
 - Restrictions do not apply to locations using treated wastewater effluent for irrigation or the legal use of water pumped from Lake Ray Hubbard as may be regulated by the City of Dallas.
- **Requires Notification to TCEQ** - Prohibit hydro seeding, hydro mulching, and sprigging.
- **Requires Notification to TCEQ** - Initiate a rate surcharge as requested by NTMWD.

- **Requires Notification to TCEQ** - Initiate a rate surcharge for all water used over a certain level.
- **Requires Notification to TCEQ** - Prohibit watering of golf courses using treated water, except as needed to keep greens and tee boxes alive.
- **Requires Notification to TCEQ** - If NTMWD has imposed a reduction in water availability, the City Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code Section 11.039 and according to the following water allocation policies and procedures:
 - A wholesale customer's monthly allocation shall be a percentage of the customer's water usage baseline. The percentage will be set by the City Manager or his/her designee based on the assessment of the severity of the water shortage condition and the need to curtail water diversions and/or deliveries and may be adjusted periodically by the City Manager or his/her designee as conditions warrant. Once pro rata allocations are in effect, water diversions by or deliveries to each wholesale customer shall be limited to the allocation established for each month.
 - A monthly water usage allocation shall be established by the City Manager or his/her designee for each wholesale customer. The wholesale customer's water usage baseline will be computed on the average water usage by month for the past five years. If the wholesale customer's billing history is less than five (5) years, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists.
 - The City Manager or his/her designee shall provide notice, by certified mail, to each wholesale customer informing them of their monthly water usage allocations and shall notify the news media, the Texas Natural Resource Conservation Commission, and the Texas Water Development Board upon initiation of pro rata water allocations.
 - Upon request of the customer, a request for a temporary variance to the pro rata water allocation may be requested.
 - At the initiative of the City Manager or his/her designee, the allocation may be reduced if, (a) the customer agrees to transfer part of its allocation to another wholesale customer, or (2) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions.
 - City wholesale water users will be advised to continue all relevant actions from the previous stages including appropriate public water use restrictions and to implement the next stage of their own individual Retail Water Supplier Resource and Emergency Management Plan.

4.3.2 Stage 3

Initiation and Termination Conditions for Stage 3

The NTMWD has initiated Stage 3, which may be initiated due to one or more of the following:

- The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3
- Water demand is projected to approach or exceed the limit of the permitted supply.
- The storage in Lavon Lake, as published by the TWDB,³ is less than 30 percent of the total conservation pool during any of the months of April through October or less than 20 percent of the total conservation pool capacity during any of the months of November through March.
- The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in Stage 3.
- The water supplied from Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, the Main Stem Pump Station, or some other NTMWD water source has become limited in availability.
- NTMWD water demand exceeds the amount that can be delivered to Customers.
- NTMWD water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- NTMWD's supply source is interrupted or unavailable due to contamination, invasive species, equipment failure, or other causes.
- Part of the system has a shortage in supply or damage to equipment. NTMWD may implement measures for only that portion of the system impacted.

Supplier has initiated Stage 3 due to one or more of the following reasons:

- Supplier's water demand exceeds the amount that can be delivered to customers.
- Supplier's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- Supplier's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Supplier's individual plan may be implemented if other criteria dictate.

NTMWD has terminated Stage 3, which may terminate due to one or more of the following:

- The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 3.
- The storage level in Lavon Lake, as published by the TWDB,³ is greater than 55 percent of the total conservation pool capacity during any of the months of April

through October or greater than 45 percent of the total conservation pool capacity during any of the months of November through March.

- Other circumstances that caused NTMWD initiation of Stage 2 no longer prevail.

Supplier has terminated Stage 3, which may be terminated due to the cause of the Supplier's initiation of Stage 3 no longer prevail.

Goals for Use Reduction and Actions Available under Stage 3

The goal for water use reduction under Stage 3 is a reduction of whatever amount is designated by NTMWD in the amount of water obtained from NTMWD from the corresponding previous annual payment period prior to institution of drought restrictions. If circumstances warrant or if required by NTMWD, the City Manager or official designee can set a goal for greater water use reduction.

The City Manager or official designee must implement any action(s) required by NTMWD. In addition, the City Manager or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as “requires notification to TCEQ” impose mandatory requirements on customers. The supplier must notify TCEQ and NTMWD within five (5) business days if these measures are implemented:

- Continue or initiate any actions available under Stages 1 and 2.
- Notify wholesale customers of actions being taken and request them to implement similar procedures.
- Implement viable alternative water supply strategies.
- **Requires Notification to TCEQ** – Initiate mandatory water use restrictions as follows:
 - Prohibit hosing and washing of paved areas, buildings, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
 - Prohibit operation of all ornamental fountains or other amenity impoundments to the extent they use treated water.
- **Requires Notification to TCEQ** - Prohibit hydro seeding, hydro mulching, and sprigging.
- **Requires Notification to TCEQ** - Prohibit the use of potable water for the irrigation of new landscape.
- **Requires Notification to TCEQ** - Prohibit commercial and residential landscape watering, except that foundations and trees may be watered for 2 hours on any day with a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system provided no runoff occurs. ET/Smart controllers and drip irrigation systems are not exempt from this requirement.

- **Requires Notification to TCEQ** - Prohibit washing of vehicles except at Commercial Vehicle Wash Facilities, except as necessary for health, sanitation, or safety reasons.
- **Requires Notification to TCEQ** - Prohibit watering of golf courses using treated water, except as needed to keep greens and tee boxes alive.
- **Requires Notification to TCEQ** - Prohibit the permitting of private pools. Pools already permitted may be completed and filled with water. Existing private and public pools may add water to maintain pool levels but may not be drained and refilled.
- **Requires Notification to TCEQ** - Require all commercial water users to reduce water use by a percentage established by the City Manager or official designee.
- **Requires Notification to TCEQ** - Initiate a rate surcharge for all water use over normal rates for all water use.
- **Requires Notification to TCEQ** - If NTMWD has imposed a reduction in water availability, the City Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code Section 11.039 and according to the following water allocation policies and procedures

In the event that the triggering criteria specified in the Plan for Stage [WA1]3 and Severe Water Shortage Conditions have been met, the City Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code Section 11.039 and according to the following water allocation policies and procedures:

- A wholesale customer's monthly allocation shall be a percentage of the customer's water usage baseline. The percentage will be set by the City Manager or his/her designee based on the assessment of the severity of the water shortage condition and the need to curtail water diversions and/or deliveries and may be adjusted periodically by the City Manager or his/her designee as conditions warrant. Once pro rata allocations are in effect, water diversions by or deliveries to each wholesale customer shall be limited to the allocation established for each month.
- A monthly water usage allocation shall be established by the City Manager or his/her designee for each wholesale customer. The wholesale customer's water usage baseline will be computed on the average water usage by month for the past five years. If the wholesale customer's billing history is less than five (5) years, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists.
- The City Manager or his/her designee shall provide notice, by certified mail, to each wholesale customer informing them of their monthly water usage allocations and shall notify the news media, the Texas Natural Resource

Conservation Commission, and the Texas Water Development Board upon initiation of pro rata water allocations.

- Upon request of the customer, a request for a temporary variance to the pro rata water allocation may be requested.
- At the initiative of the City Manager or his/her designee, the allocation may be reduced if, (a) the customer agrees to transfer part of its allocation to another wholesale customer, or (2) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions.
- City wholesale water users will be advised to continue all relevant actions from the previous stages including appropriate public water use restrictions and to implement the next stage of their own individual Retail Water Supplier Resource and Emergency Management Plan.

4.4 Procedures for Granting Variances to the Plan

The City Manager or official designee may grant temporary variances for existing water uses otherwise prohibited under this Water Resource and Emergency Management Plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance
- Compliance with this plan cannot be accomplished due to technical or other limitations
- Alternative methods that achieve the same level of reduction in water use can be implemented

Variances shall be granted or denied at the discretion of the City Manager or official designee. All petitions for variances should be in writing and should include the following information:

- Name and address of the petitioners
- Purpose of water use
- Specific provisions from which relief is requested
- Detailed statement of the adverse effect of the provision from which relief is requested
- Description of the relief requested
- Period of time for which the variance is sought
- Alternative measures that will be taken to reduce water use
- Other pertinent information

4.5 Procedures for Enforcing Mandatory Water Use Restrictions

Mandatory water use restrictions may be imposed in Stage 1, Stage 2 and Stage 3 through adoption of this Water Resource and Emergency Management Plan by Ordinance of the City of Rockwall.

4.6 Coordination with the Regional Water Planning Group and NTMWD

A copy of this Water Resource and Emergency Management plan will be sent to the Chair of the Region C Water Planning Group and the Chairs of North East Texas Water Planning Group.

4.7 Review and Update of Drought Contingency and Water Emergency Response Plan

As required by TCEQ rules, Member Cities and Customer Cities must review the drought contingency and water emergency response plan every five years. The plan will be updated as appropriate based on new or updated information.

APPENDIX A
LIST OF REFERENCES

Appendix A

List of References

- (1) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter B, Rule 288.20, downloaded from <http://www.tnrc.state.tx.us/oprd/rules/pdflib/288a.pdf>, July 2018.
- (2) Freese and Nichols, Inc.: 2019 Model Water Resource Management Plan for NTMWD Member Cities and Customers, prepared for the North Texas Municipal Water District, Fort Worth, February 2019.
- (3) Texas Water Development Board, Water Data for Texas, Lavon Lake, <https://waterdatafortexas.org/reservoirs/individual/lavon>.

APPENDIX B

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES
ON DROUGHT CONTINGENCY PLANS**

APPENDIX B
Texas Commission on Environmental Quality Rules on Drought Contingency Plans

Texas Administrative Code

<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER B</u>	DROUGHT CONTINGENCY PLANS
RULE §288.20	Drought Contingency Plans for Municipal Uses by Public Water Suppliers

- (a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.
- (1) Minimum requirements. Drought contingency plans must include the following minimum elements.
- (A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.
- (B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.
- (C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.
- (D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.
- (E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:
- (i) reduction in available water supply up to a repeat of the drought of record;
 - (ii) water production or distribution system limitations;
 - (iii) supply source contamination; or
 - (iv) system outage due to the failure or damage of major water system components (e.g., pumps).

- (F) The drought contingency plan must include the specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.
 - (G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:
 - (i) curtailment of non-essential water uses; and
 - (ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).
 - (H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.
 - (I) The drought contingency plan must include procedures for granting variances to the plan.
 - (J) The drought contingency plan must include procedures for the enforcement of any mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.
- (2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.
 - (3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.
- (b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.
 - (c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

Source Note: The provisions of this §288.20 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384.

APPENDIX C

Letter to Region C and Region D Water Planning Groups



City of Rockwall
The New Horizon

Date:

Kevin Ward
Chair, Region C Water Planning Group
P.O. Box 12071
Longview, TX 75607

Dear Kevin Ward:

Enclosed please find a copy of the recently updated Water Resource and Emergency Management Plan for the City of Rockwall. I am submitting a copy of this model plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The Rockwall City Council adopted the updated Water Conservation Plan on _____, 2019.

Sincerely,

Rick Crowley
City of Rockwall



City of Rockwall

The New Horizon

Date:

Richard LeTourneau
Chair, Region D Water Planning Group
P.O. Box 12071
Longview, TX 75607

Dear Richard Le Tourneau:

Enclosed please find a copy of the recently updated Water Resource and Emergency Management Plan for the City of Rockwall. I am submitting a copy of this model plan to the Region D Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The Rockwall City Council adopted the updated Water Conservation Plan on _____, 2019.

Sincerely,

Rick Crowley
City of Rockwall

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CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Honorable Mayor and City Council

CC: Rick Crowley, City Manager
Joey Boyd, Assistant City Manager
Mary Smith, Assistant City Manager

FROM: Andy Hesser, Director of Parks and Recreation

DATE: March 27, 2019

SUBJECT: HARBOR URBAN BEACH PARK

Since February 4th Council meeting discussion regarding the Harbor Beach Park, staff would like to provide the following new information and additional detail at Council's request:

- Staff met with Texas Parks and Wildlife Department grant staff to review the Harbor Park's potential for grant funding. The project feedback was positive and may be worth considering an application for the December 1st deadline. The cost for MHS Planning and Design to write our grant application has typically been approximately \$13,000 in the past.
- An easement request was sent to Dallas Water Utilities to facilitate the restroom utilities. The request was forwarded to the Dallas Engineering Department. They require complete engineering documents for the park utilities before they can submit it to Dallas City Council. This process takes 6 to 9 months.
- Staff had a conference call with TXDOT to discuss access permits to the adjacent I-30 frontage road improvements. Early indications are positive, but will need additional design details to solidify.
- Staff has had discussions with adjacent property owner to the south regarding granting an emergency/maintenance vehicle and pedestrian access easement. No decision has been reached at this time.

Staff is seeking Council direction regarding the overall concept plan and phasing preference. This guidance would be necessary to complete the above mentioned tasks and can be completed concurrently with park final designs. Final construction documents would be presented to Park Board and Council consideration prior to bidding process.

In your packet is a copy of the previous PowerPoint for reference. In the February 4th meeting, Councilman Hohenshelt asked how many neighborhood parks are partially complete. I have included a copy of a spreadsheet that we use to track neighborhood park projects and planning that should help answer that question. That document will be updated once the new future land use assumptions are adopted, as it impacts the number of dwelling units in each district.

Based on questions heard from the Mayor and Councilwoman Macalik regarding photos of the proposed amenities, those slides have been added for your review. Those photos begin on slide 14 and are of the play structure, umbrella shade, volleyball nets, fitness obstacle course and lawn games. Staff will be available to answer any questions.

Harbor Urban Beach Park

CONCEPT PLAN PROCESS

Long Range Planning

Consistent with goals, policy statements and strategies of adopted planning documents:

Hometown 2040 Comprehensive Plan

2010 – 2020 Parks, Recreation and Open Space Master Plan

- ✓ Explore opportunities for public access to waterfront for the purpose of parks, green spaces and/or trails.

Who are we planning for?

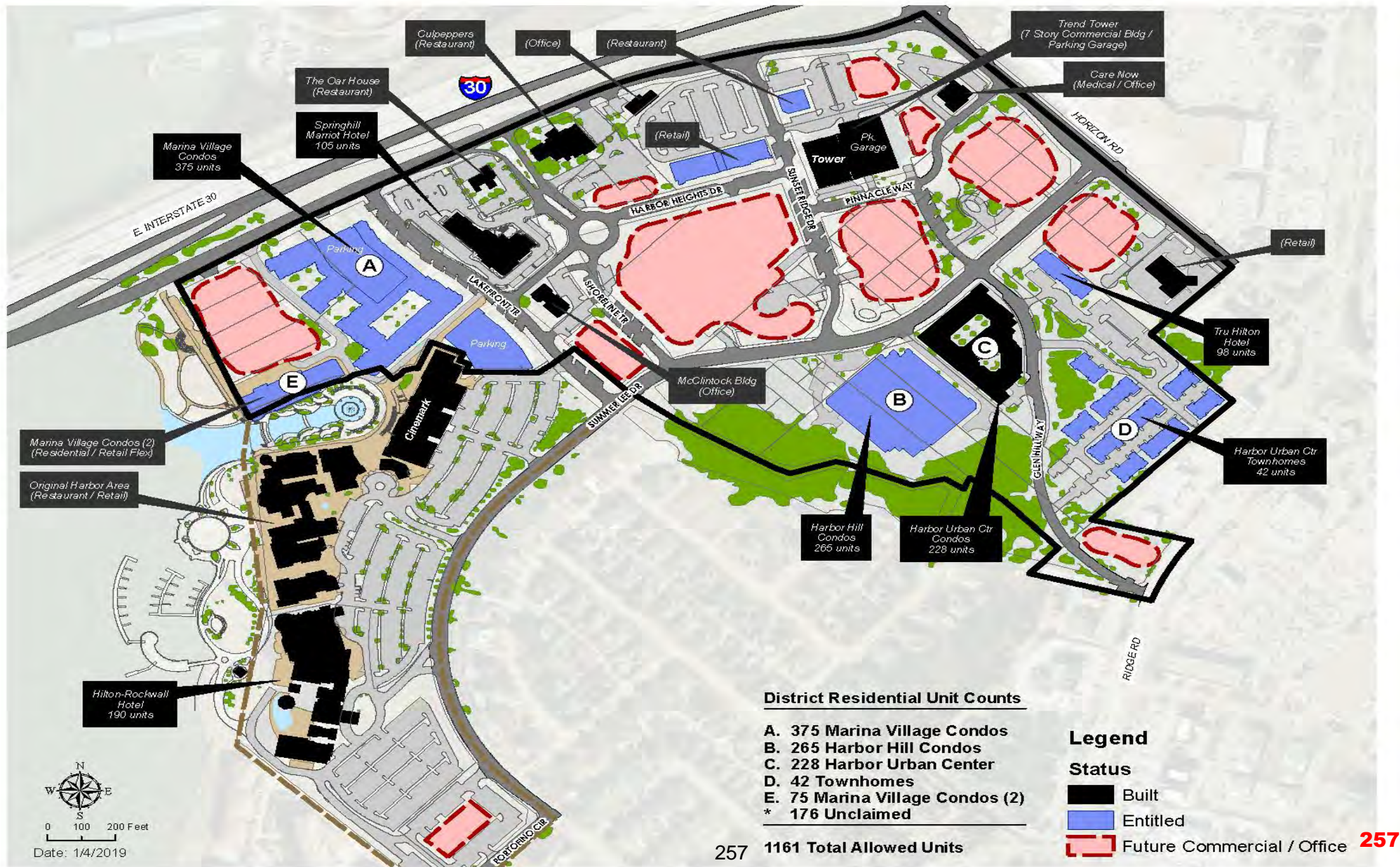
50% Neighborhood

Dwelling Units

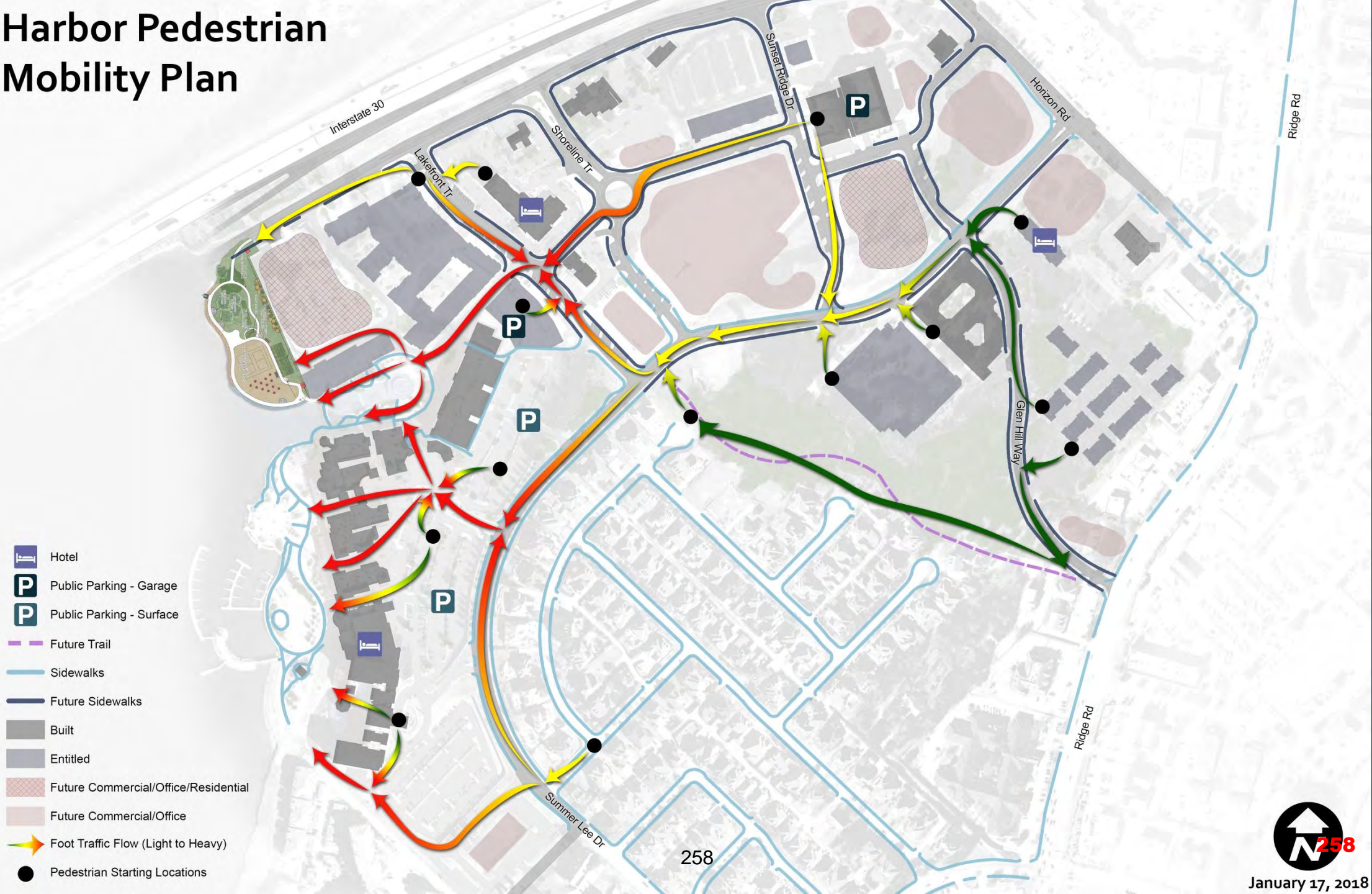
- ▶ 1161 new dwelling units in PD-32
- ▶ Potentially over 2,300 new residents within walking distance (assuming 2 people per unit.)
- ▶ Young Professionals
- ▶ Empty Nesters

50% Public at-large

- ▶ Visitors from local hotels
- ▶ Visitors from local families
- ▶ Rockwall residents across town



Harbor Pedestrian Mobility Plan



January 17, 2018

Guiding Principles of Rockwall Park Design Philosophy

- ▶ Prefer elements that are unique to each neighborhood
- ▶ Targeted to the character of the area and residents within it
- ▶ Create different senses of place
- ▶ Provide the most good for the most people
- ▶ Add value to the surrounding properties
- ▶ A park within a ½ mile or 10 minute walk
- ▶ National and local trends and opportunities

A Waterfront Experience is Highly Desirable

- ▶ Social spaces
- ▶ *Relaxation spaces*
- ▶ Activity spaces
- ▶ **Boat Watching**
- ▶ *Fitness area*

Consider Programming Opportunities

- ▶ Volleyball leagues and tournaments. Sand volleyball not currently in our inventory.
- ▶ Family Fun Friday neighborhood events: food trucks, music, games, movies, family activities, etc.
- ▶ Bocce ball: social, family oriented, requested by special needs community.
- ▶ Recreational/Fitness activities: yoga, boot camps, obstacle course
- ▶ Kayak launch: instructional classes, tours, and potential rental concession

Consider Site Challenges

- ▶ Jurisdiction coordination and constraints
 - ▶ Dallas Water Utilities
 - ▶ TXDOT
- ▶ Adjacent properties
 - ▶ Existing buildings
 - ▶ Future development
- ▶ Assuring emergency and maintenance vehicle access
- ▶ Restroom site
 - ▶ Utility access
 - ▶ Easements needed
 - ▶ Preserve views

Approvals and Coordination

- ▶ TXDOT permit for utility and access easement within I-30 frontage ROW. Time frame approx. – 60 days
- ▶ Utility easement from Dallas Water Utilities for sewer and water line placement. Time frame approx. 6 to 9 months.
- ▶ Meet with Texas Parks and Wildlife Dept. grant department to assess potential eligibility for grant funding.

Consider Input

- ▶ Security Fence
- ▶ Security Lighting
- ▶ Maintenance operations and cleanliness
 - ▶ Recommend adopting Class A1 category – same as Harbor, Tuttle and downtown. Provides detailed weekly service and daily attention.
- ▶ Parking
- ▶ Restrooms

Final Amenity Selection Incorporates:

DEMOGRAPHICS

+ DESIGN PHILOSOPHY

+ WATERFRONT EXPERIENCES

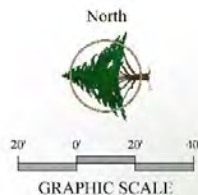
+ PROGRAMMING OPPORTUNITIES

+ SITE CHALLENGES

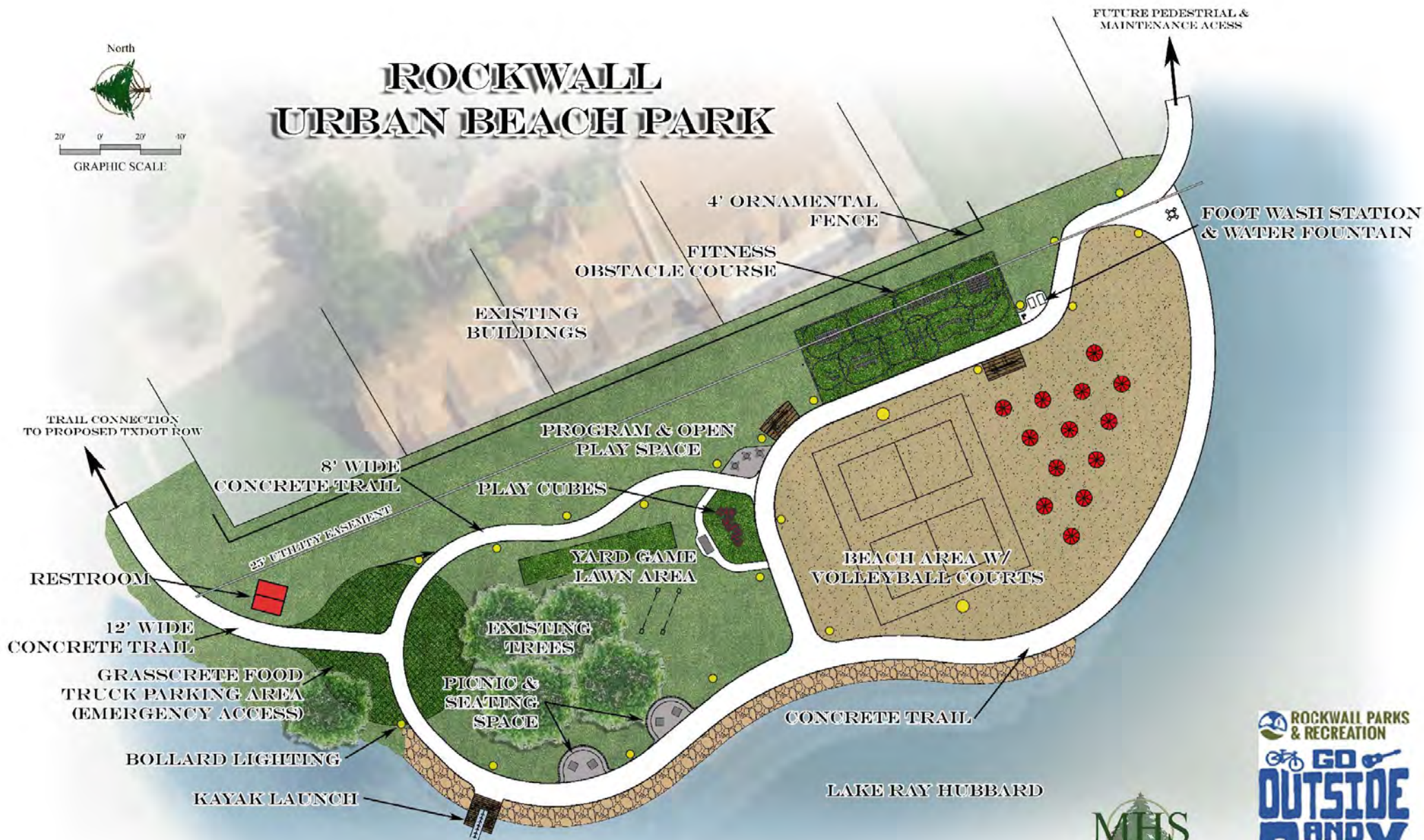
+ INPUT

+ FUNDING =

Park Features & Amenities



ROCKWALL URBAN BEACH PARK



DATE: 18 JANUARY 2019
CONCEPTUAL DRAWING
NOT FOR CONSTRUCTION

MHS
PLANNING & DESIGN, LLC
212 WEST NINTH STREET
TYLER, TEXAS 75701
PHONE: 903.597.6606
WWW.MHSPLANNING.COM

ROCKWALL PARKS
& RECREATION
GO & OUTSIDE AND PLAY
PLAYROCKWALL.COM

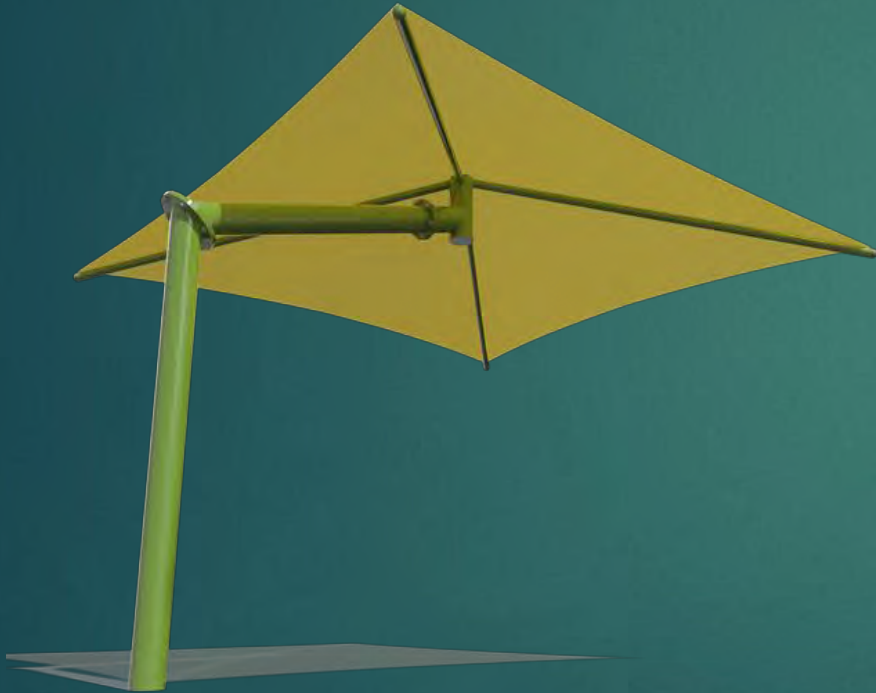
Stone Outdoor Game Tables



Fitness Obstacle Course



Shade Umbrellas for Beach Area



Volleyball Court and Nets



Play Structure



Bocce Ball Court



Seating Nodes (example)



Parkland Dedication Ordinance

The Neighborhood Park District Bucket

50% Funded by developer fees per dwelling units

- ▶ Land Dedication and/or...
- ▶ Developer Fees
 - ▶ Pro-rata equipment fees
 - ▶ *Cash-in-lieu of land dedication*

The Public at-large Bucket

50% Funded by other sources

- ▶ Grants
- ▶ General Fund
- ▶ Recreation Development Fund
- ▶ Donations
- ▶ In-house labor
- ▶ Combination of above

\$484,000 for Phase 1

Approved in FY 2019 Budget

RECREATION DEVELOPMENT FUND \$380,000

PARK DISTRICT 17 FEES IN ESCROW \$104,000

► 228 Harbor Urban Condos (Atticus)

Recreation Development Reimbursed by Developer Fees

Project	Owner	Units	Cash-in-Lieu	Pro-Rata	Total Fees	Estimated Collection Date
Marina Village (Phase 1)	Pegasus Ablon	375	\$ 68,625.00	\$ 84,375.00	\$153,000.00	June 2019 (Site Plan Submitted)
Marina Village (Phase 2)	Russell Phillips/Randal Noe	75	\$ 13,725.00	\$ 16,875.00	\$ 30,600.00	No Timeline
Harbor Urban Townhomes	Atticus	42	\$ 7,686.00	\$ 9,450.00	\$ 17,136.00	No Timeline (Estimated 2019-2020).
Harbor Heights	Russell Phillips	265	\$ 48,495.00	\$ 59,625.00	\$108,120.00	No Timeline (Estimated 2020).
Unclaimed	N/A	176	\$ 32,208.00	\$ 39,600.00	\$ 71,808.00	No Timeline
		933	\$170,739.00	\$209,925.00	\$380,664.00	

Phase One: Option 1

- ▶ South trail loop
- ▶ Beach area
- ▶ Volleyball
- ▶ Drinking fountain
- ▶ Ornamental fence to separate adjacent properties
- ▶ Security lighting
- ▶ Two picnic stations
- ▶ Add alternate: Restroom, pad and grinder pump: \$115,000

Opt #1 \$482,927 + \$115,000 (restroom)



Phase One: Option 2

- ▶ External loop
- ▶ Restroom
- ▶ One seating area
- ▶ Ornamental fence to separate adjacent properties
- ▶ Railing along lake shoreline
- ▶ Two park bench stations
- ▶ Limited permanent game amenities: bocce ball or game tables

Opt #2 \$484,010 (includes restroom)



Phase One: Option 3

- ▶ North loop
- ▶ Playground
- ▶ Game space: bocce court, game tables, etc.
- ▶ Food truck area
- ▶ Limited seating and picnic space
- ▶ Add alternate: Restroom, pad and utilities: \$115,000

Opt #3 \$484,755 + \$115,000 (restroom)



Financing Plan Summary

\$850,000

Neighborhood Park District Bucket

Funded by District Dwelling Units

▶ \$484,000 in Developer Fees

Public-at-Large Bucket

Funding source of all future phases TBD

▶ \$366,000

Consider Action:



Neighborhood Parks	Acreage	Park District	Adopted Cost to Develop at Time of Construction	Construction Costs YTD	Approximate Percent Completed	Year Existing Phase Completed	Funding Source	Current Escrow Balance (1)	Estimated Future Fees (2)	Estimated Funds Needed for Completion in Today's Dollars (3)
Completed										
Shores	11.9	2	\$750,000	\$768,984	100%	2007	2005 Bond Funds	\$0	\$0	\$0
Hickory Ridge	13.1	11	\$750,000	\$679,500	100%	2008	2005 Bond Funds	\$0	\$0	\$0
Emerald Bay	11.9	3	\$750,000	\$666,200	100%	2008	2005 Bond Funds	\$21,056	\$35,000	\$0
Foxchase	9.8	16	\$750,000	\$668,720	100%	2007	2005 Bond Funds	\$22,364	\$1,620	\$0
Jewel	3.5	1	\$750,000	\$65,615		2009	Rec Development	\$106,177	\$261,972	\$0
Windmill Ridge I & II	8.5	15	\$750,000	\$56,199	100%	2008	Rec Development & Developer	\$6,957	\$0	\$0
Meadow Creek I & II	33	11	\$750,000	unknown	100%	unknown	Developer	\$0	\$0	\$0
SUBTOTAL	91.7									\$0
Partially Complete			Cost to complete Based on \$100,000/acre							
Northshore Park	10	4	\$1,000,000	\$139,703	25%	2010	Rec Development	\$53,460	\$57,510	\$750,000
Chandler	4.2	17	\$400,000	\$20,000	5%		Rec Development/Pro rata fees	\$14,322	\$5,670	\$360,000
Lofland	1.2	21	\$100,000	\$40,000	90%	2005 & 2016	Rec Development/Pro rata fees	\$52,352	\$152,416	\$0
Fontanna	5.2	22	\$500,000		10%		RISD	\$0	\$294,806	\$205,000
Dalton Ranch	2	6	\$200,000		75%		RISD	\$108,847	\$104,860	\$0
The Mansions	5 + 5	25	\$500,000	\$190,000	50%	2010	Developer	\$0	\$208,845	\$101,000
SUBTOTAL	32.6									\$1,416,000
Park Designated but Not Started			Adopted Cost to Develop at Time of Construction							
Lynden	12	14	\$1,050,000		0%			\$0	\$139,860	\$910,000
Breezy Hill	28	7	\$1,050,000		Planned to be 50%		\$400,000 grant & Pro rata equipment fees	\$122,475	\$215,284	\$312,000
Stone Creek	15	5	\$1,050,000		Planned to be 75%		\$400,000 grant & Pro rata equipment fees	\$221,317	\$386,308	\$0
SUBTOTAL	55									\$1,222,000
Districts with no Designated Neighborhood Park										
8			\$1,050,000					\$0	\$87,120	\$962,880
10			\$1,050,000					\$1,757	\$72,240	\$976,003

12*			\$1,050,000					\$61,524	\$303,416	\$685,060
13			\$1,050,000					\$11,974	\$363,204	\$674,822
14			\$1,050,000					\$0	\$139,860	\$910,140
18			\$1,050,000					\$0	\$1,528	\$1,048,472
19			\$1,050,000					\$7,714	\$2,982	\$1,039,304
23			\$1,050,000					\$0	\$68,968	\$981,032
24			\$1,050,000					\$0	\$299,584	\$750,416
26			\$1,050,000					\$0	\$169,959	\$880,041
30			\$1,050,000					\$0	\$77,760	\$972,240
31			\$1,050,000					\$0	\$575,000	\$475,000
32			\$1,050,000					\$0	\$0	\$1,050,000
33			\$1,050,000					\$0	\$209,440	\$840,560
34			\$1,050,000					\$0	\$154,624	\$895,376
35			\$1,050,000					\$0	\$193,550	\$856,450
SUBTOTAL										\$13,997,796
TOTAL										\$16,635,796

(1) - Developer Contributions - Neighborhood Park District Specific

(2) - Future Developer Contributions - Neighborhood Park District

(3) - Unfunded

2005 Bond Funds Available by Committed Use: \$1.3 Million for South Community Park Land

Summary of Recreation Development Fund		
Current Uncommitted Fund Balance	\$	103,125
Estimated Annual Revenues (4)		485,000
Recurring Annual Expenditures		334,000

(4) - Revenue Sources: Takeline concessions and leases Recreation Program revenues, Sponsorships

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City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager

FROM: Mary Smith, Assistant City Manager

DATE: March 29, 2019

SUBJECT: Update regarding Household Hazardous Waste Collection Agreement

HHW Solutions, representative, Dick Demien has worked with the City Attorney to further develop contract language for their porch pick up HHW service. The attached contract has been developed with the Council's comments from the prior meeting incorporated.

- A definition of porch pick up has been included to replace the prior for curbside definition
- The definition of e-waste has been added with a limitation of 50 pounds per item
- The termination section has been changed to provide for termination if the service does not meet our standards in section 18.
- The term has been left at five-years with enhanced termination language

One clarification from the prior meeting. We do not call out the HHW fee on the city utility bills – it was previously called out individually but a change was made to the bill print specifications a few years ago and we had to combine the HHW fee in with the garbage rate to allow everything to fit on the face of the bill. As it stands all garbage related fees – Republic's charge for service, the HHW fee, and the optional garbage and/or recycling poly cart fees are added together on the face of the bill. So someone who does not rent carts sees a rate of \$16.44 and those who rent one cart sees \$20.40 and those who rent two carts see \$24.36. We have some residents who choose to rent 3 or more carts and their bills are reflective of those amounts in the garbage rate as well.

Again, the fee charged by HHW Solutions will be .99 cents and the city currently collects .70 cents per household. The city has charged this fee in varying amounts since 2001. The funds collected so far this fiscal year toward funding the household hazardous waste collection will allow the City to continue to charge the .70 cent fee until the next garbage rate increase is considered in December.

The contractor will be available to answer any remaining questions as Council further considers this enhanced service offering.



City of Rockwall
The New Horizon

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FROM: Mary Smith, Assistant City Manager

DATE: March 29, 2019

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A definition of porch pick up has been included to replace the prior language for curbside pickup
The definition of e-waste has been added
The termination section has been changed to provide for termination if the service does not meet our standards
The term has been left at five-years with the enhanced termination language which allows the City to terminate for service issues.

One clarification from the prior meeting. We do not call out the HHW fee on the city utility bills – it was previously called out individually but a change was made to the bill print specifications a few years ago and we had to combine the HHW fee in with the garbage rate to allow everything to fit on the face of the bill. As it stands all garbage related fees – Republic's charge for service, the HHW fee, and the optional garbage and/or recycling poly cart fees are added together on the face of the bill. So someone who does not rent carts sees a rate of \$16.44 and those who rent one cart sees \$20.40 and those who rent two carts see \$24.36.

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**NON-EXCLUSIVE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
HOUSEHOLD HAZARDOUS WASTE
IN THE CITY OF ROCKWALL, TEXAS**

**STATE OF TEXAS
COUNTY OF ROCKWALL**

THIS **NON-EXCLUSIVE AGREEMENT** (this "Agreement") is made and entered into as of _____, 2019, by and between Doliver Enterprises, LLC., a Texas Corporation, dba HHW Solutions (the "Service Provider"), and the City of Rockwall, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the license and privilege to collect, haul and recycle or dispose of Household Hazardous Waste (as such terms are defined herein) within the City's corporate limits; and

WHEREAS, the City Council of the City of Rockwall has determined that this Contract is necessary to preserve and protect the public health of the citizens of the City.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Aggregate - The act of bringing together household hazardous waste that, after being separated from other household waste, is collected from two or more households and accumulated at a collection event, permanent collection center, point of generation pick-up service, mobile collection unit, or transporter's facility for the purpose of reusing, recycling, or disposing the material.

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

Collector - Any person who accepts from two or more households any waste materials that have been separated from other household waste and offered to the collector because the generator either knows or considers the materials to be household hazardous waste.

E-Waste - Computer hardware, TV's, printers, copiers, scanners, faxes, servers, cell phones, corded phones, stereos, DVD players, small household appliances, ink and toner cartridges, and batteries.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Household Hazardous Waste - Any solid waste generated in a household by a consumer which, except for the exclusion provided in 40 Code of Federal Regulations (CFR) §261.4 (b) (1), would be classified as a hazardous waste under 40 CFR Part 261. The term has the same meaning as "hazardous household waste.

Household Hazardous waste processing, storage or disposal facility - A hazardous waste processing, storage, or disposal facility that has received a United States Environmental Protection Agency (EPA) permit (or a facility with interim status) in accordance with the requirements of 40 Code of Federal Regulations (CFR) Parts 270 and 124, or that has received a permit from a state authorized in accordance with 40 CFR Part 271.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality (TCEQ) within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Mobile collection unit - A vehicle (such as a truck or trailer) that is used to aggregate household waste materials delivered by the public prior to transporting the material to a permanent collection center, collection event, or registered hazardous waste transporter facility.

Operator - A person responsible for the collection, aggregation and storage of household hazardous waste and household materials at a collection event or permanent collection center, in a point of generation pick-up service or mobile collection unit, or in any combination of collection programs.

Personnel - All individuals who perform tasks at or oversee the operations of a collection event, permanent collection center, mobile collection unit, or point of generation pick-up service.

Point of generation pick-up service - A service to collect household hazardous waste at generating households through direct contact with the generators or by collection of household hazardous waste left either at curbside or in another location at the household.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units such as a duplex. Excluding Multi-family dwellings such as apartments, townhouses, or hi rise units.

Single-Family Residential Unit - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than one family. A residential unit shall be deemed occupied when domestic water or electric services are being supplied thereto, with the exception that an unoccupied home placed on the market for sale shall not be deemed occupied.

SECTION 2. OPERATIONS.

- A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Household Hazardous Waste (i) generated and accumulated by Residential Units, and (ii) placed for collections by those Residential Units receiving the services of the Service Provider all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the Services).
- B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Household Hazardous Waste, the title to all Household Hazardous Waste collected, hauled and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.
- C. Safety. Service Provider agrees that all prudent and reasonable safety precautions associated with the performance of work set forth or defined in this Agreement are a part of the Household Hazardous Waste collection and disposal techniques for which the Service Provider is solely responsible. In its execution of the obligations under this Agreement, the Service Provider shall use all proper skills and care, as are typical in the industry, and the Service Provider shall exercise all due and proper precautions to prevent injury to any property or person.

SECTION 3. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

- A. Single-Family Residential Units. The Service Provider will collect Household Hazardous Waste from Single-Family Residential Units once per week; Items will be collected from the front porch of the home or an area immediately adjacent to the home. i.e. breezeway, at the garage door, driveway. If items are placed at the curb for pickup, Service Provider will collect allowable items and attempt to notify the resident of the preferred collection point.
- B. Materials accepted include the following:
- Aerosol products
 - Ammunition, explosives or fireworks
 - Antifreeze
 - Auto fluids
 - Ballasts (non-PCB & PCB)
 - Batteries - auto, sump, power tool & household sizes
 - Blacktop sealer - oil based
 - Cleaning products
 - Cooking Oil
 - Fire Extinguishers

- Fluorescent bulbs (tubes and CFLs)
- Gasoline & oil/gas mixtures
- HID (headlight bulbs)
- Hobby & photo chemicals
- Lawn chemicals
- Mercury containing Devices (thermostats, etc.)
- Motor oil
- Oxygen tanks
- Paint (Oil-based paints, stains, varnishes; and Latex Paint)
- Pharmaceuticals/medications
- Pool chemicals 160 3
- Propane tanks • Resins, Glues, Adhesives
- Smoke Detectors
- Solvents
- E-Waste

Items not accepted include the following:

- Acetylene cylinders
- Biological or medical waste
- Business generated waste
- Foam cylinders (Part A/Part B)
- MAPP gases
- Radioactive Material
- Syringes/needles
- Farm machinery oil

Item limits per collection per month:

- Fluorescent light bulbs: Minimum 1, Maximum 8
- Used motor oils or antifreeze: Minimum 1 gallon, Maximum 2 gallons
- Paints and supplies; Pool & Household Chemicals: Minimum 1 gallons, Maximum 4 gallons
- Household Cleaners; Pesticides & Fertilizers: Minimum 1 items, Maximum 8 items
- Household Batteries: Minimum 1; Maximum 20
- E-Waste: Minimum 1; Maximum 3, no more than 50 pounds per item

Year Round Scrap Tire Container

- Container to be placed at City facility
- Tires only, wheels and rims must be removed
- Annual maximum of 1000 tires

Two Paper Shredding Events per Year

- Each event consists of two shred trucks
- Events last four hours or until trucks are full
- Event to occur at a City facility

SECTION 4. RATES AND FEES.

Subject to adjustment, as provided in Section 5 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge:

1. \$0.99 per month for each Single-Family Residential Unit.

These rates apply to all Single Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

SECTION 5. RATE ADJUSTMENT.

- A. CPI-U Adjustment. Rate adjustment shall be considered by the City to be effective January 1st of the contract year following the first full year of the initial contract. On January 1st of this Agreement, the Service Provider shall have the right, and upon giving 60 days prior written notice to the City, to increase or decrease the rates set forth in Section 4 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 5A. The amount of the increase or decrease under this Section 5A shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

SECTION 6. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Non-Hazardous Solid Waste, animal or human, dead animals, auto parts or used tires from any Residential Unit.

SECTION 7. TERM OF AGREEMENT.

The term of this Agreement will be for **five (5) years** from the date services commence subject to performance by the Service Provider per termination language in Section 18. The commencement date of this contract shall be **June 1, 2019**. Service Provider agrees and understands that City is a governmental entity and it has projected costs for this Agreement and City expects to pay all obligations of this Agreement, but all obligations of the City are subject to annual appropriation by the Rockwall City Council in future years. At the expiration of the term of this Agreement, the Agreement may be renewed with mutually agreed upon terms of both parties.

SECTION 8. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided however that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 9. PROCESSING, BILLING AND FEES.

- A. Billings for Single-Family Residential Unit Services. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 4A. hereto from all Single-Family Residential Units possessing active water meters within the City's corporate limits,

as well as from all other Single-Family Residential Units requiring the collection, hauling, recycling and disposal of Household Hazardous Waste within the City's corporate limits (the Residential Billing) plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

- B. Taxes. The City will be responsible to collect any applicable sales taxes that result in the execution of this contract.

SECTION 10. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 8:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided however, that the Service Provider shall provide such services on the immediately following business day. Collection will occur on the same day of the week throughout the year unless Service is affected by Holiday then Service Provider must designate an alternate day of that week.

SECTION 11. CUSTOMER SERVICE.

The Service Provider agrees to field all inquiries from Residential Units relating to the collection, hauling, recycling and disposal of Household Hazardous Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. Service Provider shall provide means for residents to call or use the Service Provider's portal to self-schedule a pick up for HHW and/or E-Waste items.

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Household Hazardous Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 12.

SECTION 13. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 14. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof: the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 15. INSURANCE COVERAGE AND BONDS.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

Coverages:

- (1) Worker's Compensation
- (2) Employer's Liability
- (3) Commercial General Liability

Limits of Liability

Statutory

\$1,000,000

\$1,000,000 per occurrence,

\$2,000,000 in the aggregate,

(4) Automobile Liability

Combined single limit for Bodily Injury and Property Damage Liability

\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability

The City shall be named as an additional insured on all the above coverages with the exception of workers compensation insurance. To the extent permitted by law, any or all of the insurance coverage required by this Section 15 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 15.

SECURITY FOR FAITHFUL PERFORMANCE

Service Provider will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to One Hundred and Fifty Thousand Dollars (\$150,000) for the contract term. The Service Provider shall pay bond premium as described. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas and such bond shall be in effect for the initial contract term and any approved options.

SECTION 16. INDEMNITY.

To the extent covered by applicable insurance, the Service Provider SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND SERVANTS, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, LIABILITIES, AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY OR DEATH AND PROPERTY DAMAGE MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE SERVICE PROVIDER'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF THE SERVICE PROVIDER, ANY AGENT,

OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBSERVICE PROVIDER OF THE SERVICE PROVIDER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS AND DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER STATE LAW. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTED OR OTHERWISE, TO ANY PERSON OR ENTITY. SERVICE PROVIDER SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR THE SERVICE PROVIDER KNOWN TO THE SERVICE PROVIDER RELATED TO OR ARISING OUT OF THE SERVICE PROVIDER'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE SERVICE PROVIDER'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE SERVICE PROVIDER OF ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT OR PARAGRAPH. SERVICE PROVIDER ASSUMES THE RESPONSIBILITY AND LIABILITY AND HEREBY AGREES TO INDEMNIFY THE CITY FROM ANY LIABILITY CAUSED BY THE SERVICE PROVIDER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, AND INDUSTRY STANDARDS. SERVICE PROVIDER ASSUMES THE RESPONSIBILITY AND LIABILITY AND HEREBY AGREES TO INDEMNIFY THE CITY FROM ANY LIABILITY CAUSED BY THE SERVICE PROVIDER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, AND INDUSTRY STANDARDS. THE INDEMNIFICATION APPLIES ONLY TO SERVICE PROVIDER'S ACTIONS AND IS NOT INTENDED TO INDEMNIFY ANY ACTS BY THE CITY, INCLUDING ANY ACTS OR OMISSIONS OF THE CITY, ANY AGENT, OFFICER OR EMPLOYEE OF THE CITY. .

SECTION 17. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 18. TERMINATION.

- A. Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.
- B. The City reserves the right to declare this Agreement forfeited and to terminate the same and all rights and privileges of the Service Provider hereunder in the event of a material breach of the terms, covenants, or conditions herein set forth. A material breach by the Service Provider shall include, but not be limited to, the following:
 - i. Failure of the Service Provider to provide, as solely determined by the City, the services provided for in this Agreement within ten (10) business days of the receipt of a written demand for performance by the City;

- ii. Failure of the Service Provider to repair or replace defective equipment, goods, or products within thirty (30) calendar days of receipt of written demand for performance by the City;
- iii. Failure of the Service Provider to repair or replace defective equipment, goods, or products within thirty (30) calendar days of receipt of written demand for performance by the City;
- iv. Conviction of any director, officer, employee, or agent of the Service Provider any felony or misdemeanor of moral turpitude; and
- v. The revocation or denial of solid waste collection and disposal permit(s) through Federal and State Laws and regulations which would prohibit or interfere with the ability to fulfill the requirements of this Agreement.

SECTION 19. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include but not be limited to, *acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel or judicial or governmental laws or regulations.*

SECTION 20. GOVERNING LAW.

This Agreement shall be governed in all respects including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert as a defense in any action, suit or proceeding for the interpretation or enforcement hereof: that it is not subject thereto or that such action suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 21. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid- certified mail, return receipt requested, addressed to the respective party at the address set forth below.

If to the City:
City of Rockwall
385 S. Goliad Street
Rockwall, Texas 75087
Attn: City Manager

If to the Service Provider:
HHW Solutions
1240 Coastal
Rockwall, Texas 75087
Attn: Dick Demien

With a Copy to:
HHW Solutions
4090 Hackberry Cir
Caddo Mills, Texas 75135
Attn: Tim Oliver

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 22. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 23. MEDIATION

If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, Dallas, Texas, before resorting to litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as alternate dispute resolution ("ADR") shall be assessed equally between the City and Service Provider with each party bearing their own costs for attorneys' fees, experts, and other costs of ADR and any ensuing litigation.

SECTION 24. AMENDMENTS

It is understood by the parties that this Agreement constitutes the entire agreement between the parties. It is hereby understood and agreed by the parties to this Agreement t that no alterations or variations to the terms of this Agreement, including all addendums hereto, shall be effective unless made in writing, approved and signed by both parties.

SECTION 25. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF ROCKWALL COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS DAY OF _____, 2019.

DOLIVER ENTERPRISES, LLC

CITY OF ROCKWALL, TEXAS

DBA HHW SOLUTIONS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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City of Rockwall
The New Horizon
MEMORANDUM

TO: City Council

FROM: Joey Boyd, Assistant City Manager

DATE: March 28, 2019

SUBJECT: Shores Blvd Crosswalk Study

The City was contacted concerning the safety of residents crossing Shores Blvd from adjacent neighborhoods to use Shores Park. The Rockwall Police Department was asked to make an assessment for placement of a crosswalk along this section of the roadway. Attached for the City Council's review and consideration is a report prepared by Captain Edward Fowler. Captain Fowler will be at the meeting to answer any questions you may have related to the study and findings.

The cost for two crosswalks is estimated to be \$34,000. Funds are budgeted in the Street Department operating budget if the City Council decides to proceed with installation of crosswalks.



City of Rockwall
The New Horizon

MEMORANDUM

TO: Kirk H. Riggs, Chief of Police

FROM: Edward Fowler, Support Services Captain

DATE: November 12, 2018

SUBJECT: Shores Park Crosswalk Recommendation

After receiving a request to assess the practicality of a crosswalk at or near the Shores Park, three separate areas were evaluated to determine what would be applicable: Texas Traffic Law and City Ordinances, Expected Customer Service and Citizen Expectations were used to establish a clear perspective of what would be functional, practical and meets the needs of our citizens.

I consulted with Amy Williams from Engineering and Traffic Sergeant Aaron McGrew to review the Traffic Survey Summary and it was our opinion that a single crosswalk positioned at Glencoe Drive was not a practical option. Sgt. McGrew and I spent approximately one hour at the location evaluating line of sight (LOS) distances and field of view (FOV) for both drivers and pedestrians. We began by observing the flow of traffic and pedestrians around the area to obtain a true understanding of what was transpiring on the roadway. The parking spaces in front of the park were full due to activities in the park and several times pedestrians stepped from between parked vehicles and into the roadway without any type of warning, which raised a genuine concern.

The testing was conducted in a controlled manner with Sgt. McGrew standing at specific points along the roadway while I drove a controlled speed of 20 miles per hour. When I observed Sgt. McGrew I would immediately stop and he would verify the LOS through the use of a laser. The distances for a driver's LOS were taken from the Desert Falls Lane and Whitney Bay and were from both the North and South directions. The ultimate goal was to determine the greatest LOS from an intersection that would allow a driver to safely react to a pedestrian (**Table 1.1**).

Line of Sight Analysis – Shores Park

Location	S/B Sight Distance	N/B Sight Distance
Shores and Desert Falls	382 Feet	314 Feet
Shores and Whitney Bay (W Side of Roadway)	539 Feet	398 Feet
Shores and Whitney Bay (E Side of Roadway)	578 Feet	352 Feet
Shores and Glencoe (E Side of Roadway)	396 Feet	216 Feet

Table 1.1

The line of sight testing did not take into account numerous factors that are present in every day driving conditions. These include commonly accepted activities such as manipulating a cell phone, eating or drinking, reading a map or bill of lading, addressing needs of children inside the vehicle, speeding, etc. In addition, there are numerous conditions outside of the driver's control that can increase their overall time to perceive and react, which must be considered. These can be environmental such as weather, lighting, curvature or slope of the roadway, line of sight obstructions (trees, bushes, etc.), medical conditions, type and weight of vehicle (passenger car, tractor-trailer) or other unforeseen conditions. All these factors can greatly increase the overall stopping distance(s) for a motor vehicle.

In addition, activities and environmental factors that we must take into account is the size of a pedestrian that a driver might encounter. The visual acuity of smaller objects traditionally increases the perception and reaction time of a driver and thus increase the overall stopping distance of a vehicle. A child that is 13 years of age will be approximately 5 feet and 1 inch, which is smaller than an average adult. Utilizing this age and height range the overall visual reference point of a child entering the roadway would not increase resulting in a greater potential for a collision. This should also hold true for younger children who would also be smaller in stature (Table 1.2).

Median Height Child 13 Years of Age'

Gender	Age	Median Height in Centimeters	Median Height Feet and Inches
Female	13	156.4	5 Feet 1.557 Inches
Male	13	156.0	5 Feet 1.416 Inches

Table 1.2

'Source: World Health Organization https://www.who.int/growthref/who2007_height_for_age/en/

The key component on where to place a crosswalk is to ensure that a driver can visually see and identify a pedestrian entering the roadway and then to appropriately react. A vehicle traveling at or above the speed limit with a simple distraction can increase the overall time to perceive and react in a dramatic manner. An average driver traveling 35 miles per hour with a 3 second distraction in the vehicle will travel approximately 153.93 feet before perceiving and reacting to an object. Once they begin to break and finally stop they will have traveled an additional 74.82 feet for a total stopping distance of 228.75 feet (Table 1.3). When reflecting on these stopping distances it becomes clear that the goal is to place the crosswalk in a location that increases or maximizes a driver's LOS to ensure both pedestrian and driver safety, especially when considering that additional factors can increase a vehicle's overall stopping distance.

Average Driver Perception and Reaction Times

Perception and Reaction Time of 1.5 Seconds						
Speed	30 mph	35 mph	40 mph	45 mph	50 mph	55 mph
Feet Per Second ¹	43.98	51.31	58.64	65.97	73.3	80.63
Reaction Distance ²	65.97'	76.97'	87.96'	98.96'	109.95'	120.95'
Distance to Stop ³	54.98'	74.83'	97.73'	123.69'	152.71'	184.78'
Total Distance to Stop	120.95'	151.8'	185.69'	222.65'	262.66'	305.73'

Perception and Reaction Time of 3 Seconds						
Speed	30 mph	35 mph	40 mph	45 mph	50 mph	55 mph
Feet Per Second ²	43.98	51.31	58.64	65.97	73.3	80.63
Reaction Distance ²	131.94'	153.93'	175.92'	197.91'	219.90'	241.89'
Distance to Stop ³	54.98'	74.83'	97.73'	123.69'	152.71'	184.78'
Total Distance to Stop	186.92'	228.76'	273.65'	321.6'	372.61'	426.67'

Perception and Reaction Time of 5 Seconds						
Speed	30 mph	35 mph	40 mph	45 mph	50 mph	55 mph
Feet Per Second ²	43.98	51.31	58.64	65.97	73.3	80.63
Reaction Distance ²	219.90'	256.55'	293.20'	329.85'	366.5'	403.15'
Distance to Stop ³	54.98'	74.83'	97.73'	123.69'	152.71'	184.78'
Total Distance to Stop	274.88'	331.38'	390.93'	453.54'	519.21'	587.93'

Table 1.3

¹ Conversion from Miles Per Hours (MPH) to Feet Per Second (FPS) is $1.466 \times \text{MPH} = \text{FPS}$

² Perception and Reaction Times are based upon national traffic safety standards.

³ Stopping distance is based upon a coefficient of friction of 0.80 on dry concrete without slope, angle or consideration for type of vehicle.

Applicable Law

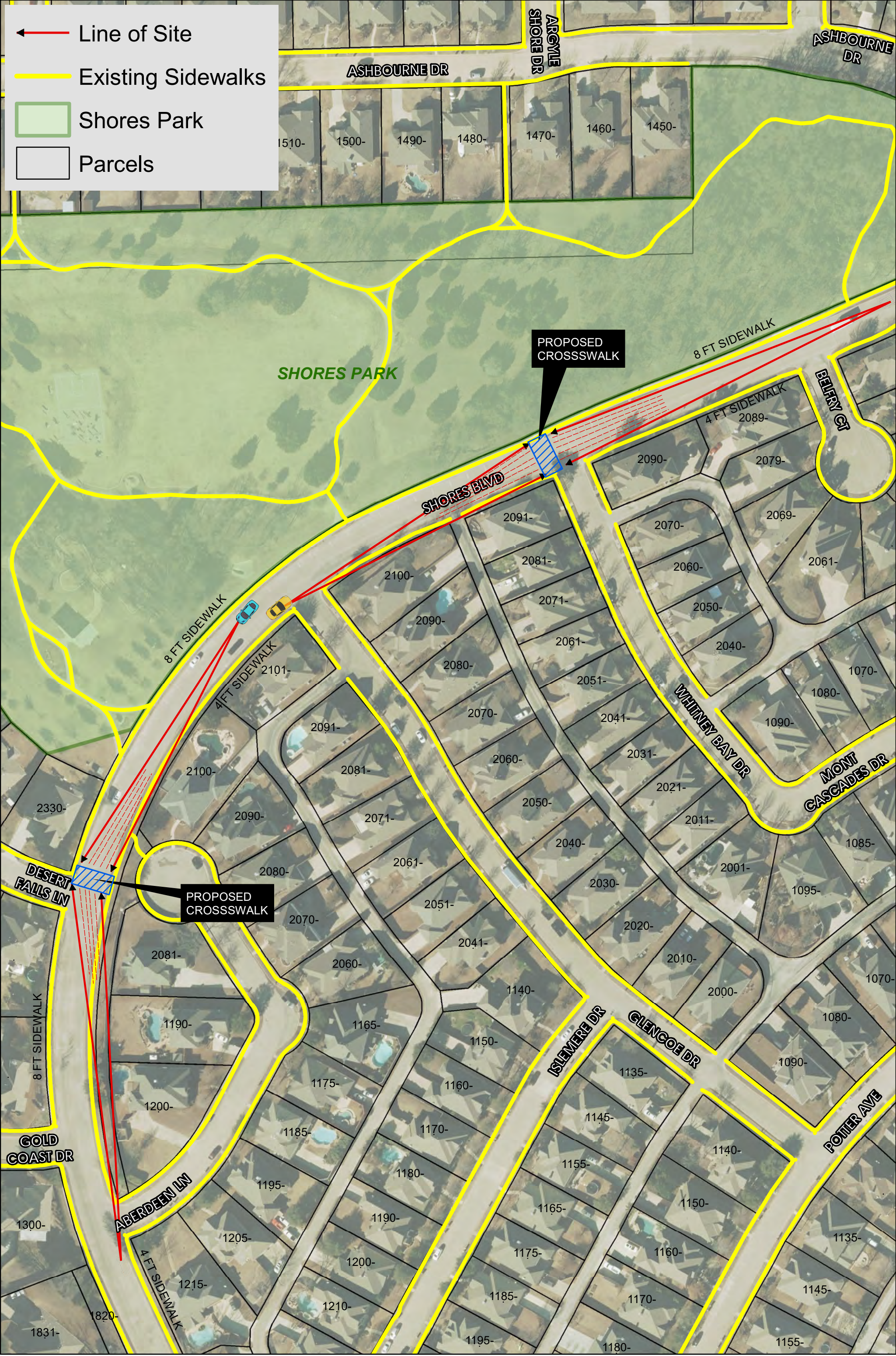
Applicable state law was considered, specifically the Texas Transportation Code (TTC) 545.302 (Stopping, Standing, or Parking in Prohibited in Certain Places), and stated that a vehicle may not be parked within 20 feet of a crosswalk located at an intersection. This would require the elimination of a minimum of 4 parking spaces if the crosswalk were placed at the intersection of Glencoe and Shores Blvd. This would not take into consideration the need for additional parking spaces to be removed to ensure a proper line of sight for the drivers of approaching motor vehicles.

The distance from the north side of Desert Falls and Shores Blvd to the front of the first parking space was approximately 55 feet and from Whitney Bay and Shores Blvd to the first parking space was approximately 22 feet. If a crosswalk were placed at the Desert Falls intersection there would not be a legal requirement to remove any parking spaces. However, at the Whitney Bay intersection a minimum of 5 spaces would need to be removed to meet the legal guideline of TTC 545.302 and to ensure an appropriate line of sight for drivers traveling north on Shores Blvd. A crosswalk placed at Glencoe and Shores Blvd would require a minimum of 7 parking spaces to provide an appropriate line of sight and comply with state law.

Conclusion

The ultimate objective is to position a crosswalk in a location that will allow drivers the greatest opportunity to locate and react to a pedestrian in the roadway. Unfortunately, the placement of a crosswalk at the intersection of Glencoe and Shore Blvd will not provide the same reactionary gap as crosswalks placed at the intersections of Shores Blvd and Desert Falls and Shores Blvd and Whitney Bay (Table 1.1). The reasoning is simplistic in that the curvature of the roadway, visual obstructions (trees, bushes and fencing) and parked motor vehicles do not afford a proper line of sight for drivers. This is exacerbated when internal and external factors are added into the driving equation which can increase perception and reaction time and ultimately stopping distance to avoid a collision. In addition, as stated before a minimum of 7 parking spaces and possibly more would have to be eliminated to meet state law and provide a proper line of sight.

The more viable option is the placement of the crosswalks at the intersections of Shores Blvd and Desert Falls and Shores Blvd and Whitney Bay. These intersections provide a great line of sight, have fewer line of sight obstructions and provide the greatest reactionary gap of the two options. In addition, the curvature of the roadway prior to the intersection is such that crosswalk lighting can be situated to provide a longer distance of visual warning for approaching drivers. Finally, placement of the crosswalk at Glencoe would only serve a small number of residents, whereas positioning them at Whitney Bay and Desert Falls would garner a much greater number of citizens who are on foot in the area.



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City of Rockwall
The New Horizon

Report: Hotel Occupancy Tax Fund

Contents:

Transmittal Memorandum

Recommendations for Council Consideration

Attachment No. 1

Attachment No. 2

Term Definitions

Other Data and Information Used in Report



City of Rockwall
The New Horizon

Hotel Occupancy Tax Report Recommendations

- I. Continue use of “Hotel Tax Two Step” approach
- II. Continue to consider local applications
- III. Adopt strategic plan for use of HOT Funds
- IV. Consider arts & historic preservation in Strategic Plan
- V. Increase emphasis and appropriations for direct participation
- VI. Continue and improve contract with Rockwall Area Chamber of Commerce
- VII. Adopt initial HOT Fund “Target” Reserve Policy



City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and City Council
FROM: Rick Crowley, City Manager
DATE: March 5, 2019
SUBJECT: Hotel Occupancy Tax

One of the elements of our strategic planning is to provide information to the Mayor and Council to facilitate decisions with regard to future uses of the Hotel Occupancy Tax receipts. We have discussed this on several occasions as work session and action items. In these discussions we have made progress in bringing the various discussion items to a point where significant decisions can be made. The attached recommendations seek to further facilitate discussion and decisions related to future fund uses.

Based on the several discussions that we have had, I have taken the liberty to develop a series of recommendations for your consideration on the subject which are attached for your review. Please consider these and as a part of our next discussions they will be revised at the Council's direction.

I recently posed a series of questions about future use of these funds to facilitate discussion. Within the body of the recommendations or the supporting documentation, I hope that sufficient information is made available to help the Council address those questions that are material to future HOT fund uses.

This memorandum and its attachments transmit information in several ways. The memorandum provides the concepts that were used in development, the listing and description of the recommendations (titled "Recommendations for City Council Consideration"), a section containing some of the data examined and used as the recommendations were being developed (titled "Other Data Used Developing Recommendations"), and a section (titled "Definitions") which provides definitions of terms used as they apply to the recommendations made.

Concepts Used in Development of Recommendations for Council Consideration

In a recent presentation by Scott Joslove, the issue of Hotel Occupancy Tax (HOT) use was addressed. Mr. Joslove is a recognized expert in the area of Hotel Occupancy Tax use. He currently serves as chief counsel for the Texas Hotel Association and was previously a Texas Municipal League attorney who worked extensively to provide related legal advice to Texas cities on the subject. His current position and background are significant as we consider his advice for several reasons. Hoteliers are in a unique position to benefit from and to challenge the appropriateness of HOT fund use. On the other hand, his prior works should give him significant understanding of Texas cities with regard to use of HOT funds.

To paraphrase Mr. Joslove's advice:

To structure the City's program/s for encouraging tourism, encouraging and promoting the arts and supporting historic preservation, don't initially get caught up in the details of the law which has been adopted "piecemeal" since 1970 with numerous amendments. Instead, start with coming to a local consensus on what you want to accomplish with the program/s, and then ask your legal counsel to help determine which of those identified program elements can be accomplished through use of HOT funds. This can then lead to the development of the City's local program/s and the local guidelines for the program.

I think this is a sound recommendation and the mechanism that should generally be used in current discussions about future HOT tax use. Thus, I think that the first issues before us with regard to the use of Hotel Occupancy Tax (HOT) funds and associated policies and planning are to identify a strategic vision for the City's involvement in the several types of activities for which these funds may be legally used. By first agreeing upon the strategic vision, the City can determine the best ways to pursue that vision for the future. In the meantime, short-term planning, a process for completing strategic planning and development of a reserve policy for the HOT Fund are included in a number of current recommendations provided.

I know that for the next several Council meetings, the full Council will not be in attendance due to scheduling conflicts. Since the Council specifically indicated the desire to consider these matters "as a full Council," I will place the next related item on the agenda at the next meeting when all members can be in attendance. In the meantime, please do not hesitate to contact me should you have any questions, comments, or requests for additional information about the information needed before the matter is next considered by the full Council.

RECOMMENDATIONS FOR CITY COUNCIL CONSIDERATION

The following recommendations related to future uses of Hotel Occupancy Tax funds are provided for consideration by the Mayor and Council:

Recommendation I.

Continue use of the “Hotel Tax Two Step” Approach

Continued use of the “Hotel Tax Two Step” approach provided by State Law and outlined by the Texas Comptroller (see Attachment 1.) is recommended.

Recommendation II.

Continue to Consider Local Applications and Prepare

It is recommended that the City continue the current process whereby local organizations submit requests for funding for legally compliant uses of HOT funds with requests submitted in accordance with instructions provided by the City. Upon receipt, the applications are evaluated by a Council-appointed subcommittee for recommendations to the full Council. The full Council then, by motion and majority vote, approves final funding authorization at the levels deemed appropriate.

This recommendation assumes continued use of the annual local “**call for applications**” with enhanced specificity related to the City’s strategic priorities. A review of the instructions to applicants, the forms on which applications are submitted, should be conducted before the next “**call for applications**” in June 2019.

Form contracts for HOT fund use should also be reexamined by the City Staff, the City Attorney, and the City Council. All instructions, forms, and process-related documents should include specification of the City’s adopted **Strategic Plan for Use of Hotel Occupancy Tax Funds** (see below), and the application forms should be required to describe how the application conforms to the strategic plan.

Recommendation III.

Adopt a Strategic Plan for Use of Hotel Occupancy Tax Funds

The City Staff should, with input and direction from the City Council, prepare a written **Strategic Plan for Use of Hotel Occupancy Tax Funds** for consideration by the

Council. The Plan should contain local priorities for use of HOT funds. A draft of the plan will be provided by the Staff to facilitate discussion and consideration.

The strategic plan should include:

A tie to the overall strategic plan adopted by the City, specifically related to maintenance of comparatively high per-capita local sales tax collections, and, in a very limited number of cases, maintenance of the existing Ad Valorem residential/nonresidential “property tax split.”

Specification of outcomes and performance measures for important **reactive services** (see below) may require the allocation of additional resources for their continuation and improvement.

Specification of outcomes and performance measures for enhancing the City's success in attracting more meetings, conferences, and appropriately-sized conventions (**proactive services**, see below) will require additional resource allocation.

Strategic planning work should introduce several categories of appropriations and priorities including:

Appropriations for **reactive** and support services

Appropriations for **proactive** efforts to secure more visitors

Appropriations that are **reasonably speculative** toward adding “heads in beds” and support of encouraging general tourism

Appropriations that only become expenditures upon successful booking of meetings, conferences, and/or appropriately-sized conventions – **contingent appropriations**

During the Council's last discussion of HOT use, the Council made a strategic decision that THE City should not plan to construct and operate a meeting facility. Continued strategic planning may ratify that determination and address other possible strategic positions for use of HOT funds.

Recommendation IV.

Enhance and Further Develop Strategies for the Arts and Historic Preservation

To address the use of HOT funds for the Arts in the **Strategic Plan for Use of Hotel Occupancy Tax Funds**, the City should move forward with planned meetings (involving three (3) designated Council Members) with representatives of the **combined local arts**

groups, and prior to development of arts-related aspects of this plan, the input obtained from these meetings should be considered.

The City should pursue similar, simultaneous (but separate) meetings with representatives of **local historic preservation groups** to be held for the same purpose as the arts meetings but from a historic preservation perspective.

Certain limitations relative to proportions of annual revenues are specified in State Law including:

Expenditures for the Arts can be “not more than 15%”

Expenditures for Historical Preservation may be “not more than 50% if none is allocated for a convention center”

Recommendation V.

Significantly Enhance Proactive Efforts to Attract Meetings, Conferences, and Appropriately-Sized Conventions by Amendment of FY2019 Budget and Planned Appropriations in Subsequent Budget/s

The City should consider **increased** appropriations for **proactive, contingent** efforts to secure additional meetings, conferences, and appropriately-sized conventions. It is recommended that these appropriations be specified in the **Strategic Plan for Use of Hotel Occupancy Tax Funds**. Obligation of these contingent appropriations should be considered at the time when proposals are being developed during booking recruitments. Expenditures would only occur IF bookings materialize.

This will require the allocation of City Staff time to work with organizations, businesses, hoteliers, and meeting planners at the “proposal stage.” Based on workable, time-sensitive guidelines, City Management should be provided flexibility to obligate HOT fund participation as proposals are developed with whatever Council oversight is deemed appropriate by the Council.

To begin implementation, it is recommended that the Council consider an amendment to the FY2019 budget to add \$50,000 for this purpose. Increases in this appropriation may be considered in future years.

Strategic Initiatives for Proactive, Contingent Implementation

The City should issue a specific **call for proposals** (separate from the **call for applications** addressed above) designed to secure proposals to meet specific strategic plan objectives. The **strategic call for proposals** would seek proposals to accomplish specific elements of the City’s **Strategic Plan for Use of Hotel Occupancy Tax Funds** which, if awarded, would be accomplished by contract. Those eligible to submit would

include (but not necessarily be limited to) local hoteliers, the Rockwall Area Chamber of Commerce, businesses, the City, and others.

These proposals would designate whether a **one-time occurrence** or an **ongoing program subject to annual appropriation** is contemplated. No proposal submitted in response to the **call for applications** may be resubmitted in response to the **strategic call for proposals** without written justification for resubmission. Consideration of such resubmissions will be at the discretion of the Council.

Requests for **one-time occurrence** appropriations may be geared toward enhancing **standby capacity** for serving visitors and, attendees who visit Rockwall. They may take the form of specific-purpose “**grants**.”

Recommendation VI.

Continuation of Contract Services with Rockwall Area Chamber of Commerce

The City should continue to appropriate funds for the existing services provided by the Rockwall Area Chamber of Commerce. These services are provided by contract. Future contracts between the City and the Chamber should be more specific in and provide for measurement of outcomes (or, at least deliverables). More specificity will allow both the City and the Chamber to direct these resources in accordance with the City’s strategic planning.

These mostly **reactive services** currently **contribute significant value** by:

- Providing information to potential visitors to Rockwall

- Providing answers to questions for those who plan on or consider coming to Rockwall for various reasons

- Providing written material for use by those who plan to (or are considering) and those who are currently visiting Rockwall

- Providing informational materials in various forms: hard copy, electronic format including internet presence, and by phone

Recommendation VII.

Determination of Continuation of City-Related Funding

The following City projects were funded in FY2017 - FY2019 Budgets:

City	FY 2017	FY 2018	FY 2019 Requests	2019 Use Description	FY2019 Funded
Main Street	35,091	28,000	23,500	Downtown music San Jacinto	23,500
Main Street	15,812	9,700	16,700	Advertising	16,700
Main Street	-	-	4,000	Destination Rockwall	4,000
Concert by the Lake	35,091	38,000	42,000	Harbor concerts	42,000
Founders Day	101,156	100,000	100,000	Concert	100,000
Memorial Day	3,609	5,000	5,000	Concert	5,000
Rib Rub	11,420	15,000	15,000	BBQ contest and 5K	15,000
Subtotal	151,276	195,700	206,200		206,200

There has been discussion at the Subcommittee level (without unanimous Subcommittee conclusion) as to whether there should be a continuation of these City projects after FY 2019 using HOT funds (or whether they should be continued at all). The full Council's final determination as to the future of these City programs and their funding sources will be critical to the development of the HOT Strategic Plan and the FY 2020 budget and operating preparations for several City departments. **It is recommended that the Council make this final determination (at least related to the FY2020 budget) as soon as possible** since the decision is important to HOT fund use planning, departmental operations, and budget planning.

Recommendation VIII.

HOT Fund Balance Target Policy

A HOT Fund Balance “**target**” should be developed and adopted to help guide future HOT fund use. This “**target**” should be sufficient to provide a comfort level such that:

1. **General reserves** are sufficient to “cover” obligations made at the beginning of each Fiscal Year in the event of an economy downturn during the Fiscal Year that impacts hotel occupancy, and thus, revenue to the HOT Fund. This recommendation suggests consideration of establishing this target at **20%** of current and projected annual revenues, **and**
2. **Unanticipated and supplemental reserves** are provided at the level of Council comfort in the City’s ability to respond to unanticipated HOT fund expenditure

needs that may become apparent during the course of any fiscal year. This recommendation suggests consideration of establishing this **target** at **15%** of current and projected annual revenues, **and**

3. **Strategic priority reserves** are provided to achieve a Council comfort level in the City's ability to address priorities that adopted in the **Strategic Plan for Use of Hotel Occupancy Tax Funds**. This recommendation suggests designating the remainder of unbudgeted, available funds for this purpose. This would provide an opportunity for the Council to consider addressing strategic initiatives submitted in response to the **City's Request for Proposals** (discussed above) and other related initiatives.

Application of the three (3) provisions above and application of the recommended fund reserve guidelines would result in the following for FY 2019 and FY 2020:

	FY 2019	FY 2020
Beginning Balance	\$ 24,453	\$ 298,323
Revenues	833,000	993,000
Current Expenditure Continuation	509,130	500,000
Contingent Appropriations*	50,000	100,000
Total Reserve	\$298,323	\$691,323
Reserve types:		
General (20%)	166,600	198,600
Unanticipated and supplemental (15%)	124,950	148,950
Strategic priorities (remainder)	\$ 6,773	\$343,773

Readily accessible data for other cities is somewhat suspect because the State reporting form and its instructions for completion are unclear. It does, however, appear that it is not unusual for cities to accumulate significant fund balances in HOT Funds. Fund balances obtained for four (4) cities with annual HOT revenues similar to Rockwall's indicate a range of fund balance (reserve) of between about \$600,000 and \$7.1 million (see Attachment 2). Anticipated uses of these reserve funds by those cities were not researched, but these accumulated reserves are likely kept available for use in future strategic initiatives in a manner similar to that which is outlined above. It is also important to remember that the more significant levels of fund reserve in Rockwall are projected for FY2020 and will **not** be available until the end of that year. By the time of their receipt and availability, Rockwall will have completed its strategic planning which will largely designate their proposed future use. The City should not be reluctant to build reserves to accomplish its strategic initiatives.

Attachment 1.

According to the Texas Comptroller, under Texas law, local HOT revenue can be used only to directly promote tourism and the convention/hotel industry. This means the proceeds should be spent on projects or events that result in visitors or attendees staying overnight in the community, generating more hotel occupancy tax. The Texas Municipal League describes this as the first part of a two-part test it calls the hotel tax "two-step."

Provided the first test of directly promoting tourism and hotel activity is met, the expenditure then must fit into one of the categories authorized by statute. According to the Comptroller's Data Analysis & Transparency Division, these categories include:

- advertising and promotional programs to attract tourists;
- encouragement and promotion of the arts;
- historical restoration and preservation projects;
- advertising to encourage tourists to visit historic sites and museums;
- certain transportation systems serving tourists and hotel guests;
- and, for certain cities,
- facilities and personnel for the registration of convention delegates;
- signage directing the public to sights and attractions frequently visited by tourists;
- the construction, maintenance and operation of a convention or visitor center;
- sporting events for which the majority of participants come from out of town;
- qualifying sports facilities that routinely host regional or national tournaments; and
- Coliseums or multiuse facilities.

Certain limitations are placed on these authorized uses including:

Expenditures for the Arts can be "not more than 15%

Expenditures for Historical Preservation may be "not more than 50% if none is allocated for a convention center"

Keeping in mind that there are no especially specific prescribed definitions for each of the authorized expenditure categories, the attached file contains the breakdown of expenditures by category of Texas cities that have reported to the Texas State Comptroller.

Many Texas cities have developed local guidelines for application for and use of HOT tax funds. Such local guidelines can be used to pursue the strategic vision of the City with regard to fund use. Local guidelines should be developed after consensus has been reached on the strategic vision.

Reference info:

Texas law for county hotel tax rates (Texas Tax Code 352) has been amended 29 times. Current law sets the cap for county HOTs at between 0.75 percent and 9 percent, depending on factors such as the county's population, the population of cities within its borders and geographical features such as proximity to Mexico, the Gulf of Mexico, the Neches River or a national park.

The statute governing the maximum city hotel tax rate (Texas Tax Code 351) has been amended 11 times, and currently caps the tax at 7 percent, 8.5 percent or 9 percent, depending on factors such as the city's population and its proximity to the Gulf of Mexico, the state of Louisiana, Lake Palestine or a coastal barrier island.

The maximum tax rate for cities and counties levying a tax for sports and community venues (Texas Local Government Code 334 and 335) is 2 percent (or 3 percent for Dallas County only).

In 2013, the Legislature established a maximum cap of 17 percent for all state and local HOT taxes. El Paso's local taxes, however, were put in place before the Legislature established the combined cap; its city and venue taxes total 9 percent combined, on top of a 2.5 percent county tax and the 6 percent state tax, for a total of 17.5 percent.

Attachment 2.

A relatively new reporting requirement from the Texas Comptroller allows for collection of certain data about uses of HOT funds across the state that was not heretofore readily accessible. Despite data limitations due to the format of the report, it may be useful for Rockwall's analysis. The data indicates:

Number of Cities Reporting	334
Rockwall's Rank in Total Revenues (FY 2017)	98
Rockwall's Total Revenue Rank with Projected Revenues (FY 2020)	51
Number of Reporting Cities with Revenue between \$750,000 – 1,250,000	17
Number with 2017 Revenue above Rockwall 2020 Projection	6
Number with 2017 Revenue below Rockwall 2020 Projection	10

To examine reporting data for the 16 cities with revenues in the above described ranges:

Reported Uses by Six (of 9) Authorized Use Categories:						
City	% CVB	% Adv.	% Arts	% Hist.	% Signage	% Expended*
Katy	67	20	12	0	0	99
Kerrville	72	6	5	0	0	83
Stafford	64	0	4	0	0	68
Southlake	17	41	15	0	0	73
Big Spring	44	10	6	3	0	63
Bedford	0	3	43	23	8	97

Subsection Column Average (for those above Rockwall Projected 2020)

44%	13%	14%	4%	1%	80%
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Rockwall	21	69**	7	3	0	100***
Harlingen	30	31	15	3	0	79
Rockport	41	4	14	9	0	68
Desoto	21	5	10	0	1	37
LaPorte	0	87	0	0	0	87
Cedar Park	0	91	0	0	0	100

Euless	49	8	0	1	0	58
Pharr	0	57	0	0	0	57
Portland	11	9	0	0	0	20
Weatherford	13	23	1	47	1	83
Westlake	0	33	5	1	0	39
Subsection Column Average (for those below Rockwall Projected 2020)						
	17%	27%	5%	6%	.33%	63%

*There is some indication that the prescribed form and its instructions may contribute to a variety of interpretations and thus limited reliance on the data for some purposes; however, it is the best data reasonably available.

** Several categories of expenditures were grouped together to be responsive to the instruction provided.

*** Application of the report form instructions listed only six (6) categories of expenditures while at the same time prescribed that the total should include all current year revenues expended. Any use of reserves is not reported.

Reported numbers, despite their limited utility, seem to indicate that some of the cities might have accumulated significant fund balances in their HOT Fund if the reporting year was similar to previous years in those cities. While fund balances were not researched for all of the cities, several were selected for research as to their HOT Fund fund balance. This “spot check” research indicated the following:

City	Reported Revenue	%Expended FY17	Audited Fund Balance
Stafford	\$1,188,000	68	\$7,164,855
Desoto	\$ 903,180	37	\$1,509,734
Cedar Park	\$ 811,910	100	\$1,795.341
Euless	\$ 796,900	58	\$ 604,024

This lends credibility to the idea that accumulation of significant levels of fund reserve may be somewhat common.

To consider quantification of a fund balance “target” (as noted above), it may be helpful to examine some historic HOT Fund expenditure levels (historic total of awards):

Average of Annual Awards Prior to FY2016	\$360,000
FY2016 Estimated Awards Total	383,000
Estimated Awards FY2017, FY2018, FY2019 (+/-)	500,000*

*Contributing to increases after FY2016 were increased expenditures such as:

- Funding for enhancement and addition of several City sponsored events
- Funding for assisting in the move/renovations to historic Bailey House
- Proactive funding to secure specific conferences/conventions
- Increased funding to the Rockwall Area Chamber of Commerce

Increasing revenues and projected increases in revenues for FY2019 (3 quarters of HOT collections in this fiscal years after the obligations for rebates to the Hilton) have created additional revenue and thus also influenced fund balance such that:

Beginning Fund balance at the end of FY 2018	\$ 24,453
Projected fund balance beginning FY 2020	293,323

TERM DEFINITIONS

HOT Fund

The separate fund in which receipts from the local 7% Hotel Occupancy Tax are deposited. Local HOT taxes collected by local hotels are remitted by the hotels directly to the City. The Annual Operating Budget includes appropriations for expenditures from this fund. Expenditures from the fund are governed by applicable State Law.

Call for Applications

An **existing** process by which the City requests applications for funding from local groups and organizations, hoteliers, businesses, meetings/conferences/conventions sponsors, and applicable City departments to facilitate events or support meetings/conferences/conventions which further the use of HOT funds in accordance with State Law.

Strategic Plan for Use of Hotel Occupancy Tax Funds

A **proposed** addition to the City's Strategic Plan which would state the City's priorities for use of HOT funds and establishing measurements of success for use of these funds in accordance with applicable State Law.

Reactive Services

A term not previously used to describe important services provided in support of the convention and tourism activities which generally apply to activities providing information about Rockwall to prospective tourists, meeting attendees, conference attendees, convention attendees, "staycationers," and other tourists. These services involve making printed and on-line materials available as well as providing information in response to telephone inquiries to current visitors in the City.

Proactive Services

A term not previously used to describe efforts to actively seek tourism, and specifically, to consider and incentivize the successful "booking" of meetings, conferences, events, and appropriately-sized conventions to be held in Rockwall. These may also include encouragement of general leisure tourism. The provision of these services may include consideration of use of HOT funds in accordance with applicable State Law as an incentive for "booking" in Rockwall.

Reasonably Speculative Appropriations

A phrase not previously used to describe an appropriation or expenditure that can reasonably be assumed to result in putting “heads in beds” at local hotel facilities. Activities which may be considered reasonable for consideration include most **reactive services**, directed advertising, and events for which “heads in beds” outcomes cannot be specifically quantified but the desired “heads in beds” outcomes can be reasonably predicted. It is appropriate to consider HOT funding for these services when allowable by appropriate State Law.

Contingent Appropriations

A phrase not previously used to describe specific or non-specific budget line items in the HOT fund budget appropriated for the purpose of reserving funds for consideration for direct contributions to accomplish successful booking of meetings, conferences, appropriately-sized conventions which would result in “heads in beds” in Rockwall. These appropriations are designed to offer HOT fund incentives for bookings and are actually only expended in the event of successful bookings.

Combined local arts groups

A phrase used to describe an ad hoc group with representatives from various existing local arts-supportive groups assembled by the City for the purpose of meeting with a designated City Council subcommittee to provide input into support for the arts locally. Input from this group will be used by the City for strategic planning purposes including possible uses of HOT funds.

Combined local historic groups

A phrase used to describe a proposed ad hoc group with representatives from various existing local historic preservation-supportive groups proposed for assembly by the City for the purpose of meeting with a proposed City Council subcommittee to provide input into support for historic preservation locally. Input from this group would be used by the City for strategic planning purposes including possible uses of HOT funds.

Call for Proposals

This would be a new document that would facilitate the City’s receipt of proposals to further the implementation of the proposed **Strategic Plan for Hotel Occupancy Tax Use**. These strategic plan-related proposals could be submitted by hoteliers, event planners and facilitators, other local businesses, and local organizations such as (but not limited to) the

Rockwall Area Chamber of Commerce. Each proposal would be required to directly address the question of how it relates to the relevant adopted strategic planning element. One-time occurrences, programs requiring ongoing funding, and grants to facilitate stand-by capacity for the conduct of meetings, conferences, and appropriately-sized conventions (such as equipping meeting rooms and related facilities) would be eligible for consideration.

One-time occurrence vs. Ongoing Program Funding Requirements

One time occurrences are occurrences that do not require any level of sustained funding after their initial funding or after acquisitions acquired through approved funding. **Ongoing program funding requirements** are, as implied, are costs of programs or acquisitions that would require periodic sustained levels of funding after their initial implementation or their initial acquisition.

Stand-by capacity

Standby capacity refers to an initiative designed to provide tourism “infrastructure” to meet identified needs of tourism service providers and may be either **reactive** or **proactive** in nature.

Grants

Grants involve specific one-time occurrence acquisitions proposed to provide **stand-by capacity** for tourism service providers.

HOT Fund Balance Target

This term not previously used which, if adopted, would establish the desired fund balance (fund reserve) targets for the HOT fund. If adopted the Fund Balance Target would provide the following:

1. It is sufficient to “cover” obligations made at the beginning of each fiscal year in the event of an economy downturn during the fiscal year that would impact hotel occupancy, and thus, revenue to the HOT Fund, and
2. It provides the appropriate level of comfort to the Council that the City will have the ability to respond to any desired, unanticipated HOT fund expenditure needs that may become apparent to the City during the course of any fiscal year, and
3. It provides a comfort level to the City Council that the City will be in a desirable position to respond to the priorities that are included in the

Strategic Plan for Use of Hotel Occupancy Tax Funds as initially adopted (or as this plan may be from time to time amended).

An adopted **HOT Fund Fund Balance Target** would guide consideration of annual budget and other actions geared toward implementation of the **Strategic Plan for Hotel Occupancy Tax Use**.

OTHER DATA AND INFORMATION USED DEVELOPING RECOMMENDATIONS

This section contains data responsive to questions previously posed during discussion of future uses of HOT and other information relative to those questions.

- Does the Council have an interest in expanding the scope of work of the CVB beyond those currently provided? If so, is the Council interested in expanding the CVB efforts through use of HOT receipts expended for that purpose?

To determine if there is interest in expanding CBV efforts beyond those currently provided, it may be helpful to examine current efforts.

The City's contract for CVB services with the Rockwall Area Chamber of Commerce which provides the following for FY2019:

- Establishes the Chamber as a contractor of the City in execution of the programs associated with expending the HOT funds and establishes the acceptable accounting methods associated with HOT funds received
- Obligates the Chamber to advertise a listing of Rockwall establishments with contact information
- Obligates the Chamber to expend the following from HOT funds received:
 - \$8,296 on CVB website and Kiosk
 - \$60,955 on CVB staff
 - \$15,000 on Visitor's Brochure
 - \$35,000 on Chamber Magazine/Directory
- Establishes Reporting requirements
- Establishes two payment dates of equal payments totaling \$119,455

As a strategic initiative, several departments of the City sought to positively influence selection of Rockwall for appropriately sized conferences for organizations about which employees were aware (or were members of) submitting related proposals. The City also reached out to local hoteliers who schedule conferences at their facilities to see if there were opportunities for the use of HOT funds to influence selection of Rockwall for conferences. Over a period of several years, these efforts, though not comprehensive, resulted in the following results:

2009	Kiwanis+	\$ 12,000
2013	Kiwanis+	\$ 9,000
2014	YAC+	\$ 25,000
	TAAF+	\$ 9,000
2017	TX Crime Prev+	\$ 30,000
	Bldg Off of TX+	\$ 25,575
2019	TRAPS+	\$ 6,000

In addition, both the local Hilton Hotel and the local Springhill Suites Hotel employ full-time staff engaged in the marketing, scheduling, and attraction of convention/conference business to Rockwall.

- Is the Council interested in re-examining the various structures associated with operation of a CVB as have been employed by other cities and the extent to which they are funded by HOT receipts? Structures used by cities for operation of Convention/Tourism have included:

Operation of a CVB through contract with a Chamber of Commerce (or other non-profit agency)

Operation of a CVB through contract/s with a private, for-profit business/s

Operation of a CVB through contract/s with private for-profit hospitality industry businesses (hotels, etc.)

Operation of a CVB as a function of the City organization (department or division of the City organization)

Some combination/s of the above with specific roles defined as a part of the CVB program

- **Expiration of Hilton Rebate**

As a reminder, HOT collections currently total about \$425,000 per year. With the expiration of the rebate period to the Hilton ended December 31, 2018, it is anticipated that the total annual collections will increase to about \$993,000 in FY 2020.

- Does the Council want to examine various options of incentivizing “head-in-beds” with use of HOT receipts regardless of which structure is selected?

General Awareness Advertising

General Destination Advertising

General Information on Request

Response to Inquiries

Active Identification and Recruitment of Prospects

Response to Solicitations

Submission of Proposals

Supporting Efforts of Hotels and other businesses, facilities, and organizations

(Also develop standby capacity argument)

- Does the Council want to examine the effectiveness of previous uses of HOT receipts in circumstances where these have been applied directly to incentivizing specific conferences and meetings?

2008	Young Republicans	\$ 5,000
2009	Soroptimist	\$ 7,000
	Kiwanis+	\$ 12,000
2013	Kiwanis+	\$ 9,000
2014	YAC+	\$ 25,000
	RISD Swim+	\$ 10,000
	RISD Gymnastics	\$ 10,000
	TAAF+	\$ 9,000
2016	Trend HR	\$ 5,000
2017	TX Crime Prev+	\$ 30,000
	Trend HR	\$ 5,000
	Bldg Off of TX+	\$ 25,575
2018	RISD Gymnastics	\$ 15,000
	Starr Commonwealth	\$ 12,000
	Trend HR	\$ 2,500
2019	Starr Commonwealth	\$ 12,000
	Trend HR	\$ 2,000
	TRAPS+	\$ 6,000

All of these put heads in beds

+ City Related

- It is my understanding that the Council reached consensus of the following:

The City Council does not currently want to consider the use of funds to build a facility that would be an authorized expenditure under the Law – with the possible exception that the Mayor has suggested that Council Members Macalik, Fowler, and Daniels be designated to hold joint meetings with local arts groups. These meetings may include discussion and consideration of and likely costs of:

Increased monetary support to a unified arts program

Participation in improvements to and financial support for existing building facilities currently used by local arts groups

Increased monetary support for the arts programming offered by a unified arts program

Participation in improved building facilities to serve a unified arts program

These discussions would provide an opportunity to discuss a unified arts program in a manner similar to the current examination of athletics that is now underway.

- Does the Council want to examine prior uses of HOT receipts to determine if review of those uses might warrant policy or process changes?

The following is a listing of historic uses of HOT funds since 2017 and the approved uses as recommended by the Council subcommittee for FY2019.

	2017 Actual	2018 Budget	2019 Event	Council Subcommittee Recommendation
Tourism				
American Legion	-	2,400	WWI 100th Anniversary	-
Art League	4,300	3,500	Fine Art Show	3,000
Aspasians	-	2,000	Market Place (April & Oct)	2,000
Building Officials of TX	25,575	-	Conference	-
Chamber of Commerce	122,196	123,380	CVB staff & directory/map	119,455
Disc Golf	5,000	5,000	Myers Park Tournament	7,500
Downtown Association	11,315	15,000	Christmas/Cinco de Mayo/Web site	23,000
Duck Regatta	25,000	20,000	Rubber Duck Race B&G Club	20,000
Fire Fighters Ball	15,000	20,000	Colbert Project	20,000
Friends of the Library	comp space	comp space	Christmas Luncheon	comp space
Helping Hands	5,000	7,000	Festival of Trees	9,000
HHS Hawk Booster Club	-	15,000	State Gymnastics Meet	-
Hilton	1,485	-	Convention (transportation only)	-
Kiwanis	9,500	9,500	Tri-Rock Triathlon	11,000
Lone Star CASA	6,500	7,500	Car Show	7,500
Pacific Sports	8,000	20,000	US Open Triathlon	-
Rotary Noon	11,000	11,000	Hot Rocks Bike Race	12,000
Sail with Scott	-	7,500	Dallas Race Week - funding app to come later in Sept.	-
Soroptimist	3,000	5,000	Mystery Site Dinner ('17 event moved to '18)	-
Starr Commonwealth	-	12,000	Conference	12,000
Texas Crime Prevention	30,000	-	Conference	-
TrendHR	5,000	2,500	Conference	2,000
Subtotal	287,871	288,280		248,455
Cultural				
Community Playhouse			Various Productions	3,500

	5,000	5,000		
Music Fest	13,000	10,000	Concerts	8,000
Summer Musicals	4,000	3,500	Musical Productions	5,000
subtotal	22,000	18,500		16,500
Historical				
Historical Foundation		6,650	Advertising/Brochures	7,500
Historical Foundation	40,500	-	Restoration	25,000
Subtotal	40,500	6,650		32,500
City				
Main Street	35,091	28,000	Downtown music San Jacinto	23,500
Main Street	15,812	9,700	Advertising	16,700
Main Street	-	-	Destination Rockwall	4,000
Concert by the Lake	35,091	38,000	Harbor concerts	42,000
Founders Day	101,156	100,000	Concert	100,000
Memorial Day	3,609	5,000	Concert	5,000
Rib Rub	11,420	15,000	BBQ contest and 5K	15,000
TRAPS			Conference	6,000
subtotal	151,276	195,700		212,200
Totals	501,647	509,130		509,655

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City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and City Council
FROM: Rick Crowley, City Manager
DATE: March 29, 2019
SUBJECT: Legislative Session

The Legislative Session is well underway.

Mayor Pruitt testified in opposition to HB 3535/SB1152 last week and will discuss that in the meeting Monday. The companion bill in the Senate will be heard in committee this coming Tuesday.

Another set of bills before the Legislature is HB2439/SB1266 which would restrict collection of right-of-way rental fees (formerly known as franchise fees) from telephone and cable companies in a manner which would reduce revenue to the City of Rockwall of about \$100,000 per year.

I have taken the liberty to prepare draft resolutions in opposition to the bills which may be edited by the Council and considered by the Council on Monday night.

**CITY OF ROCKWALL, TEXAS
RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS
OPPOSING TEXAS HOUSE BILL 3535 AND SENATE BILL 1152, RELATED TO
REGULATING AND REDUCING MUNICIPAL FRANCHISE FEES FOR CABLE
AND PHONE SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, HB3535 (by Representative Phelan) is currently pending before the Texas House of Representatives Committee on State Affairs, and

WHEREAS, SB1152 (by Senator Hancock) has already been voted out of Committee; and

WHEREAS, HB3535 and SB1152 significantly reduce cities' ability to collect rental fees (formerly known as franchise fees) in payment for use of city rights-of-way by providers of telephone and cable services which are currently authorized by the State; and

***WHEREAS, said limitations would involve allowing any company that provides telephone or cable services to stop paying the lesser of currently authorized statewide access line fees or cable franchise fees; and**

WHEREAS, HB 3535 and SB 1152 would remove an important revenue source used by the City of Rockwall to local services including but not limited to public safety and public works; and

***WHEREAS, these rental fees are currently paid by private businesses for use of tax-payer owned right-of way as a cost of doing business; and**

***WHEREAS, a matter of constitutionality has been brought into question given that the Texas Constitution requires that cities' be compensated at a rate not less than fair market value for private uses of such tax-payer owned properties; and**

***WHEREAS, passage of said legislation into law would reduce City of Rockwall revenues by an estimated \$100,000 per year; and**

***WHEREAS, other legislation currently before Texas State Legislative bodies seeks to impose tax revenue caps on Texas cities; and**

***WHEREAS, State mandates both capping revenues and reducing other sources of revenues such as contemplated by HB3535 and SB1152 may result in local service reductions in favor of private service providers at the expense of local tax payers given that any customer rate reductions may be difficult to verify and, even so, would apply only to those taxpayers who are customers of the applicable utilities; and,**

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

SECTION I. The City of Rockwall opposes HB 3535 and SB 1152 and requests that its elected State officials consider joining the City in opposition of these Bills.

SECTION II. The City Manager or his designee is directed to send copies of this resolution to the members of the Texas Legislature who represent Rockwall.

SECTION III. This Resolution shall become effective immediately upon its passage and it is so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL,
TEXAS THIS THE 1st DAY OF APRIL, 2019.**

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

All language in this draft may be edited after discussion by the Council. Those sections preceded by an * are strictly optional, however, and the Council may/may not want to include them in the final resolution if adopted.

CITY OF ROCKWALL, TEXAS
RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, OPPOSING TEXAS HOUSE BILL 2439 AND SENATE BILL 1266, RELATED TO CERTAIN REGULATIONS ADOPTED BY GOVERNMENTAL ENTITIES FOR THE BUILDING PRODUCTS, MATERIALS, OR METHODS USED IN THE CONSTRUCTION OF RESIDENTIAL OR COMMERCIAL STRUCTURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, HB2439 (by Representative Phelan) is currently pending the Texas House of Representatives Committee on State Affairs; and

WHEREAS, SB1266 (by Senator Buckingham) is scheduled for hearing before the Senate Business and Commerce Committee on Tuesday, April 2, 2109; and

WHEREAS, HB2439 and SB1266 provides that (1) a governmental entity may not adopt or enforce a rule, charter provision, ordinance, order, or other regulation that prohibits, directly or indirectly, the use of a building product, material, or method in the construction, renovation, maintenance, or other alteration of a residential or commercial structure if the building product, material, or method is approved for use by a national model code that: (a) is adopted by the governmental entity; and (b) governs the construction, renovation, use, or maintenance of buildings and building systems; (2) a rule, charter provision, ordinance, order, or other regulation adopted by a governmental entity that conflicts with the bill is void; (3) the attorney general may bring an action in the name of the state to enjoin a violation of the bill; and (4) the attorney general may recover reasonable attorney's fees and costs incurred in bringing an action under the bill; and

WHEREAS, HB2439 and SB1266 if adopted into law as currently written would have substantial negative impact on property owners' property value protections by prohibiting enforcement of the City of Rockwall's locally adopted, preferred, and accepted building standards which have been adopted with substantial input from its citizens.

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

SECTION I. The City of Rockwall opposes HB 2349 and SB 1266 and requests that its elected State officials consider joining the City in opposition of these Bills.

SECTION II. The City Manager or his designee is directed to send copies of this resolution to the members of the Texas Legislature who represent Rockwall.

SECTION III. This Resolution shall become effective immediately upon its passage, and it is so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS THIS THE 1st DAY OF APRIL, 2019.

ATTEST:

Jim Pruitt, Mayor

Kristy Cole, City Secretary

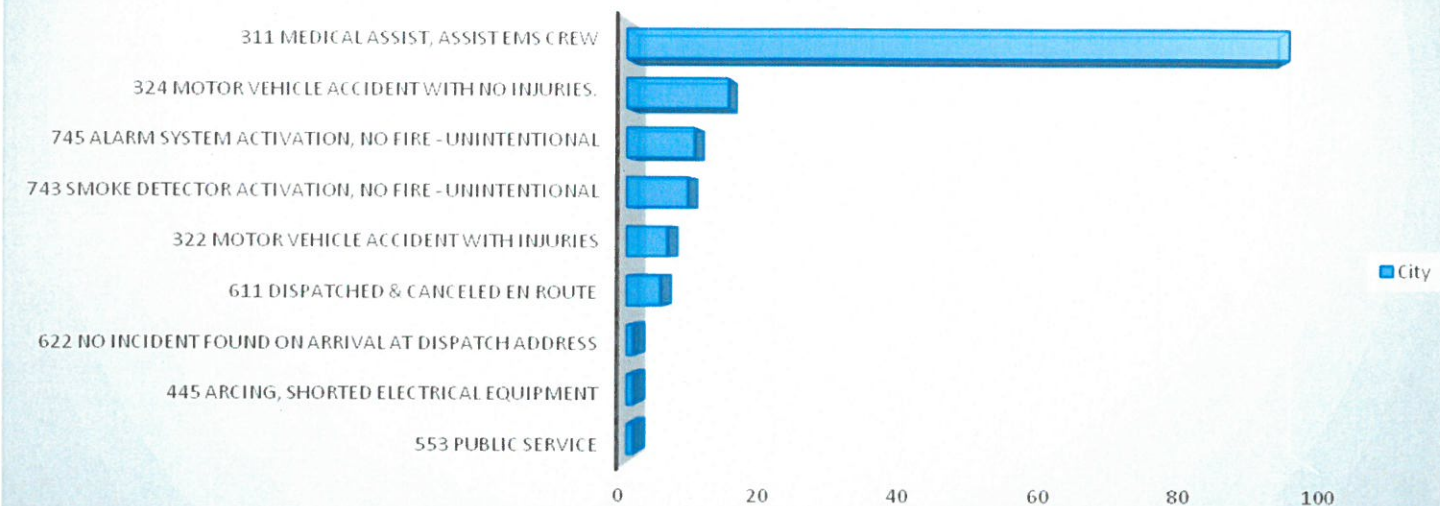
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**ROCKWALL FIRE
DEPARTMENT**

Monthly Report
February 2019

Top 10 Calls February 2019



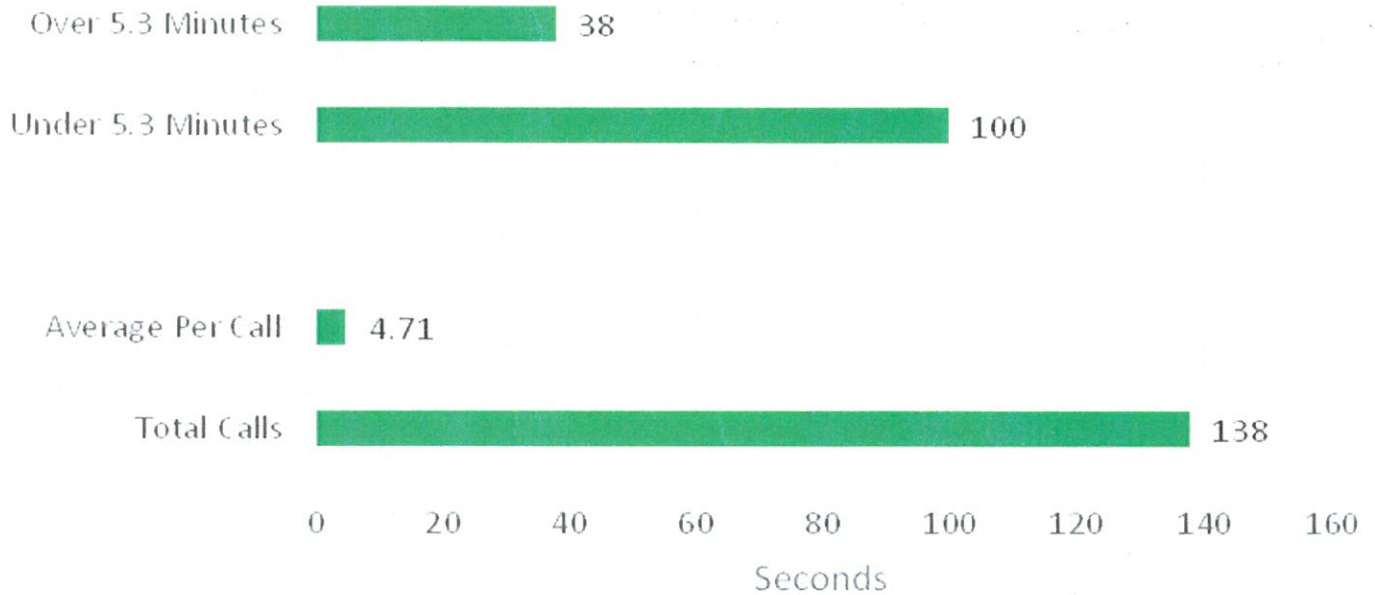
February 2019- All Calls	
Situation Type	City
111 Building fire	2
311 Medical assist, assist EMS crew	97
322 Motor vehicle accident with injuries	6
412 Gas leak (natural gas or LPG)	5
611 Dispatched & canceled en route	5
622 No incident found on arrival at dispatch address	1
733 Smoke detector activation due to malfunction	2
735 Alarm system sounded due to malfunction	2
743 Smoke detector activation, no fire - unintentional	9
745 Alarm system activation, no fire - unintentional	10
411 Gasoline or other flammable liquid spill	1
131 Passenger vehicle fire (cars, pickups, SUV's)	3
651 Smoke scare, odor of smoke	6
324 Motor vehicle accident with no injuries.	15
671 HazMat release investigation w/no HazMat	1
440 Electrical wiring/equipment problem, other	1
445 Arcing, shorted electrical equipment	1
462 Aircraft standby	1
154 Dumpster or other outside trash receptacle fire	1
341 Search for person on land	2
444 Power line down	2
511 Lock-out	3
522 Water or steam leak	1
400 Hazardous condition, other	1
550 Smoke Detector Battery Change/Install	6
140 OTHER Natural vegetation fire	1
300 Rescue, EMS incident, other	1
531 Smoke or odor removal	1
553 Public service	1
715 Local alarm system, malicious false alarm	1
736 CO detector activation due to malfunction	1
Totals	190 340

90% Travel Times



Travel Time Analysis-By District (No Mutual Aid)				Total Number of Calls	Average Travel Time Minutes	Percent of Runs per District
% 4 min or less	All Code 3 Calls					
	<u>100s</u>					
79%	On Scene in	4.0	minutes or less	44	3.20	31.88%
	<u>200s</u>					
72%	On Scene in	4.0	minutes or less	40	3.31	28.99%
	<u>300s</u>					
92%	On Scene in	4.0	minutes or less	13	2.76	9.42%
	<u>400s</u>					
56%	On Scene in	4.0	minutes or less	26	4.04	18.84%
	500s					
0%	On Scene in	4.0	minutes or less	2	6.82	1.45%
	600s					
25%	On Scene in	4.0	minutes or less	4	5.90	2.90%
	700s					
33%	On Scene in	4.0	minutes or less	6	4.18	4.35%
	800s					
33%	On Scene in	4.0	minutes or less	3	5.12	2.17%
	900s					
	On Scene in	4.0	minutes or less	0		
Total Calls				138		341

Dispatch to Arrival Analysis (No Mutual Aid)



<i>Dispatch to Arrival Analysis-(No Mutual Aid)</i>				Total Calls
66%	On Scene in	5.3	minutes or less	100
74%	On Scene in	6.0	minutes or less	118
86%	On Scene in	7.0	minutes or less	121
89%	On Scene in	8.0	minutes or less	126
92%	On Scene in	9.0	minutes or less	130
99%	On Scene in	12.0	minutes or less	138
Total Calls			138	



City of Rockwall
The Star Within

Total Dollar Losses

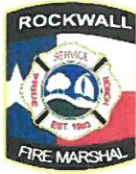
February 2019

Print Date/Time: 03/19/2019 14:36
Login ID: rockisdean
Layer: All
Areas: All

Rockwall Fire Department

ORI Number: TX504
Incident Type: All
Station: All

	Current Month	Last Month	Same Month Last Year	Year To Date	Last Year To Date
Total Property Loss:	\$1,000.00	\$4,000.00	\$0.00	\$5,000.00	\$98,060.00
Total Content Loss:	\$0.00	\$0.00	\$1,400.00	\$0.00	\$60,236.00
Total Property Pre-Incident Value:	\$1,000,000.00	\$2,601,000.00	\$0.00	\$3,601,000.00	\$98,060.00
Total Contents Pre-Incident Value	\$0.00	\$0.00	\$0.00	\$0.00	\$58,836.00
Total Losses:	\$1,000.00	\$4,000.00	\$1,400.00	\$5,000.00	\$1,000.00
Total Value:	\$1,000,000.00	\$2,601,000.00	\$0.00	\$3,601,000.00	\$156,896.00



Fire Marshal Division

Monthly Report - February 2019

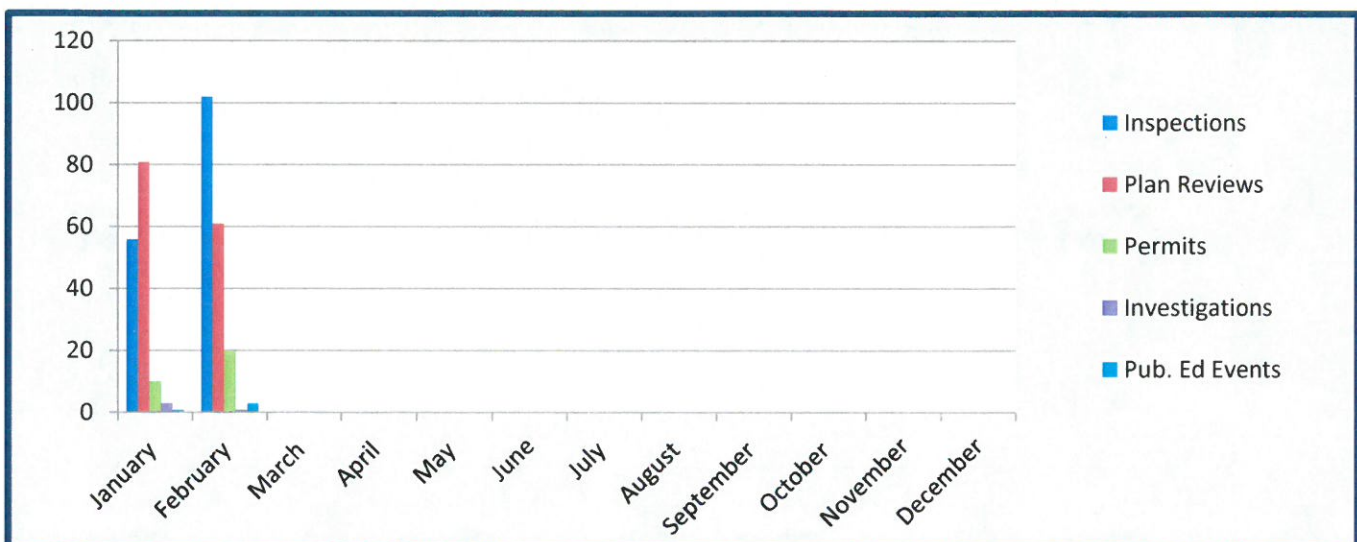
Inspection Status Report	
Finalized Inspections	46
Pending Inspections	56
Total for the Month	102

Fire Investigations Status Report	
Active Investigations	0
Closed Investigations	1
Total for the Month	1

Plan Review Report	
Above Ground Storage	1
CO	7
COMM	32
Engineering	5
Plat	6
Site Plan	5
Single Family	1
Special Event	3
Zoning	1
Total for the Month	61

Fire Permit Report	
CO2 System	1
Fire Alarm	5
Fire Sprinkler	8
Fireworks	1
Kitchen Suppression	2
Open Burn	1
Underground Sprinkler	2
Total for the Month	20

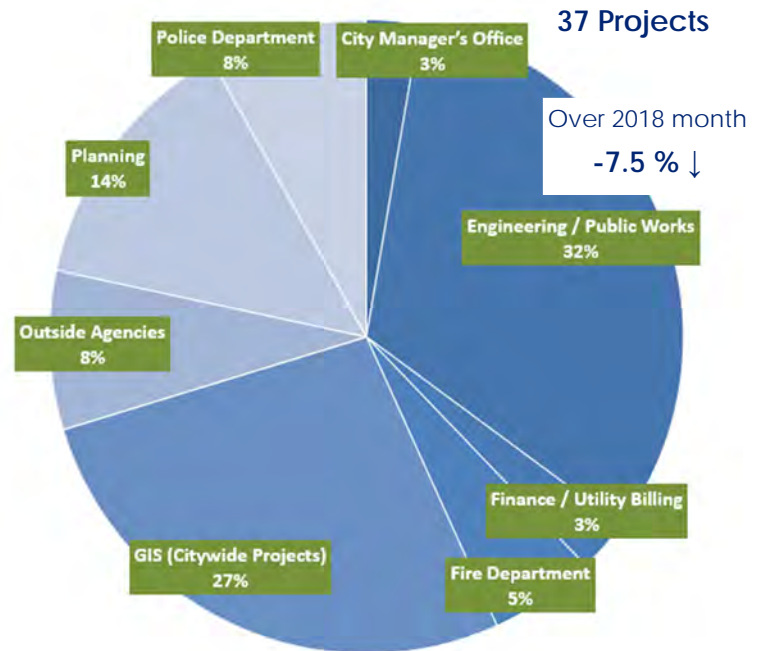
Public Education Events	
Total for the Month	3



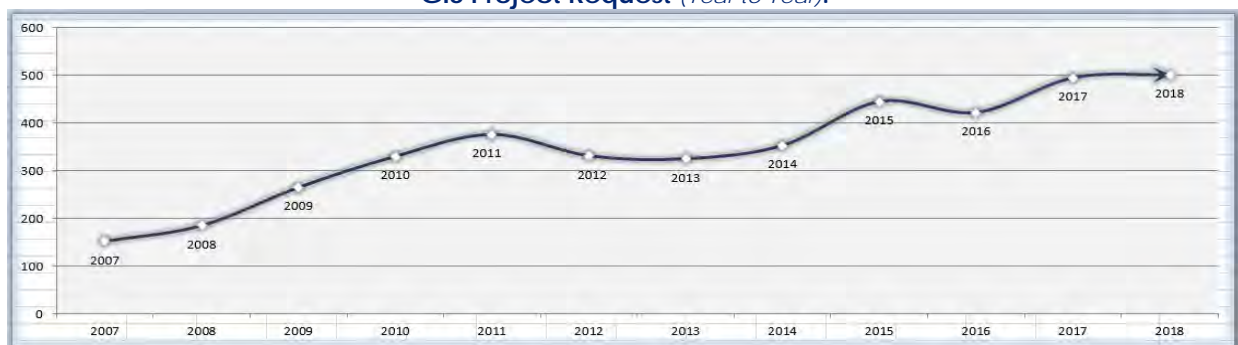
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**Key Projects:**

- (1) **Asset Management Software.** Maintenance and Queries
- (2) **Outside Agencies / Citizens.** NCTCOG, US Census Bureau, City of Paris
- (3) **Engineering/Public Works.** Manhole ID's for Camera Videos, West Boydston Mail out, Inspections Mail out, North Alamo Mail out, Outfall Map 2019, Flushing and Sample Sites Geocode Map, Street Listing Signage Data, Basin Identification Map, Consult. Calculations, Multi-Family Basin Counts, Stonebridge Lift Station Elimination, LRE Cityworks Numbers
- (4) **Planning Department.** Zoning Tool Calc's, Single Family / Multi-Family Counts at Build-Out, BPP - RCAD Data, Land Use Assumptions (build-out), I-30 Corridor Updates
- (5) **GIS.** 911 Addressing, Street Renaming - Wood Case, Census BAS Update, GPS Technician Job Opening, Trak-it Cases - Reconnect, Permitting Software bid review, STEAM Event, Breezy Hill Phase 6, Update Street Wall Map, Update Parcel Layer, Fontanna Ranch Phases 2-3
- (6) **Police / Fire.** Community Risk Assessment Data, Police Beat Map, Sex Offender - 711 Lakeside Dr, Sex Offender Prohibited Zones Layer, Safer Grant - Fire District Calc's
- (7) **Utility Billing.** Water Meter Account - Total Res. Population

Monthly Project Request by Department:

Admin / HR / Internal Ops	0
Building Inspections	0
Citizen Request	0
City Council	0
City Manager's Office	1
Neighborhood Improvement Services	0
Engineering / Public Works	12
Finance / Utility Billing	1
Fire Department	2
GIS (Citywide Projects)	10
IT	0
Main Street Program	0
Outside Agencies	3
Parks and Recreation	0
Planning	5
Police Department	3
REDC	0
Total	37

GIS Project Request (Year to Year):

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Rockwall Police Department
Harbor District Call For Service
February 2019

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CITY OF ROCKWALL
INTERNAL OPERATIONS DEPARTMENT
FACILITY MAINTENANCE REQUESTS FOR SERVICE
FEBRUARY 2019

DEPARTMENT	# FMR REQUESTS	# FMR REQUESTS RESPONDED TO W/ IN 24 HOURS	# FMR REQUESTS NOT RESPONDED TO W / IN 24 HOURS	% ON TIME
ADMINISTRATION	5	5	0	100%
ADMINISTRATIVE SERVICES	1	1	0	100%
AIRPORT	3	3	0	100%
ANIMAL SERVICES	14	14	0	100%
BUILDING INSPECTIONS / NEIGHBORHOOD IMPROVEMENT	1	1	0	100%
ENGINEERING	3	3	0	100%
FINANCE	0	0	0	0%
FIRE DEPARTMENT	32	32	0	100%
INTERNAL OPERATIONS	76	76	0	100%
MUNICIPAL COURT	16	16	0	100%
PARKS & RECREATION	20	20	0	100%
PLANNING & ZONING	1	1	0	100%
POLICE DEPARTMENT	34	34	0	100%
PUBLIC WORKS	12	12	0	100%
UTILITY BILLING	0	0	0	0%
TOTAL	218	218	0	100%

F46 Ralph M Hall Rockwall Municipal Airport

Operations Report February 2019

Fuel Sales

	Gallons Sold	Gross Sales
Jet - A Sales	408	\$1,599.40
100LL Full	648	\$2,585.20
100LL Self	1511.7	\$5,139.78
Total AVGas Sales	1056	\$9,324.38

Hangar Rental Revenue

Overnight Tiedown	
Covered Overnight Tiedown	
Open T Hangar	\$3,485.00
Enclosed Hangar	\$300.00
Community Hangar	\$580.00
Total Hangar Rentals	\$4,365

Hangar Occupancy

	Total Hangars	Qty Rentable	Quantity Leased	Occupancy Rate
Open T Hangars	46	43	41	87%
Enclosed Hangars	2	2	2	100%
Community Hangar	1	1	1	100%
Total Hangar Occupancy				96%

City Revenue	Fee Rate	Hangar Rental	Fuel Flowage	Total Due
Fuel Sales (Gallons Sold)	\$0.10		1,056.00	\$105.60
Hangars	5.00%	\$4,365.00		\$218.25
Total Fees Due				\$323.85

2019

Feburary

[illegible]

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Rockwall Police Department

Monthly Activity Report

February-2019

ACTIVITY	CURRENT MONTH FEBRUARY	PREVIOUS MONTH JANUARY	YTD 2019	YTD 2018	YTD % CHANGE
----------	---------------------------	---------------------------	-------------	-------------	-----------------

PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	0	0.00%
Sexual Assault	2	2	4	2	100.00%
Robbery	0	0	0	0	0.00%
Aggravated Assault	2	2	4	4	0.00%
Burglary	4	2	6	4	50.00%
Larceny	41	55	96	117	-17.95%
Motor Vehicle Theft	4	5	9	4	125.00%
TOTAL PART I	53	66	119	131	-9.16%
TOTAL PART II	132	154	286	308	-7.14%
TOTAL OFFENSES	185	220	405	439	-7.74%

ADDITIONAL STATISTICS

FAMILY VIOLENCE	15	18	33	24	37.50%
D.W.I.	17	21	38	25	52.00%

ARRESTS

FELONY	37	42	79	59	33.90%
MISDEMEANOR	60	65	125	139	-10.07%
WARRANT ARREST	10	9	19	19	0.00%
JUVENILE	4	2	6	9	-33.33%
TOTAL ARRESTS	111	118	229	226	1.33%

DISPATCH

CALLS FOR SERVICE	1276	1476	2752	2484	10.79%
-------------------	------	------	------	------	--------

ACCIDENTS

INJURY	6	12	18	28	-35.71%
NON-INJURY	67	57	124	97	27.84%
FATALITY	0	0	0	0	0.00%
TOTAL	73	69	142	125	13.60%

FALSE ALARMS

RESIDENT ALARMS	47	42	89	124	-28.23%
BUSINESS ALARMS	119	133	252	267	-5.62%
TOTAL FALSE ALARMS	166	175	341	391	-12.79%
Estimated Lost Hours	109.56	115.5	225.06	258.06	-12.79%
Estimated Cost	\$2,606.20	\$2,747.50	\$5,353.70	\$6,138.70	-12.79%

ROCKWALL NARCOTICS UNIT

	Number of Cases	
	Arrests	4
	Arrest Warrants	1
	Search Warrants	
	Seized	
	Cocaine	750 grams
	Methamphetamine	1.9 kilograms
	THC Oil	10 grams

Rockwall Police Department

Dispatch and Response Times

February 2019

Police Department

Average Response Time		
Priority 1		Number of Calls 63
Call to Dispatch	0:01:23	
Call to Arrival	0:05:43	
% over 7 minutes	25%	
Average Response Time		
Priority 2		Number of Calls 257
Call to Dispatch	0:02:52	
Call to Arrival	0:10:00	
% over 7 minutes	60%	
Average Response Time		
Priority 3		Number of Calls 46
Call to Dispatch	0:09:32	
Call to Arrival	0:17:21	
% over 7 minutes	63%	

Average dispatch response time goals are as follows:

Priority 1: 1 Minute

Priority 2: 1 Minute, 30 Seconds

Priority 3: 3 Minutes

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FEBRUARY 2019 MONTHLY REPORT



**ROCKWALL PARKS
& RECREATION**

PARTICIPATION



SNAP PROM: 100 PARTICIPANTS



OPENING CEREMONIES: 30 TEAMS



BUTTERFLY CLASS:
20 PARTICIPANTS

MONTHLY OVERVIEW

FEB '19

Part Time Labor Hours	64.5
Program Offerings	9
Program Participants	201
Resident Participants	92
Non-Resident Participants	109
Programs that Made	9
Cancelled Programs	0
% of Programs Cancelled	0%

FEE BASED RESIDENT VS NON-RESIDENT

9 programs

46%

54%

VOLUNTEER IN THE PARKS (V.I.P.)



ALL FEB EVENTS POSTPONED

TOTAL # OF
VOLUNTEER
HOURS

# OF VOLUNTEERS	NA
# OF VOLUNTEER HOURS	NA

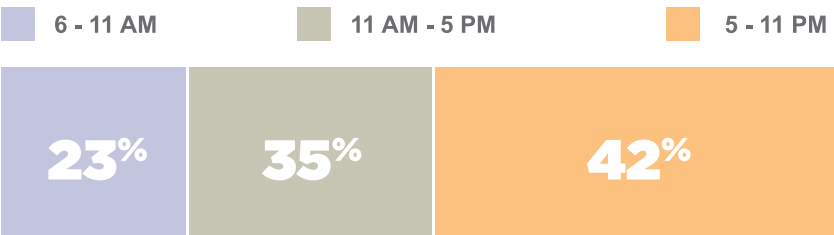
NA



HMCC	FEB '19
Time Blocks Rented	52
Monthly Revenue	\$2080

HMCC RENTAL ACTIVITY BY TIME BLOCK

52 Rentals



PAVILIONS	FEB '19
Time Blocks Rented	2
Monthly Revenue	\$80

PAVILION RENTAL ACTIVITY BY TIME BLOCK

2 Rentals



PARKS



EVENT SUPPORT:

RBSL Opening Day at Tuttle Athletic Complex

FACILITY UPGRADE:

New serving window at Tuttle Concession



FACILITY RENOVATION:

Harry Myers Disc Golf Course complete renovation with new tee boxes and hole designs.



MARKETING

FACEBOOK PAGE LIKES



JAN

GAIN OR LOSS

+41

FEB

+44

TOTAL LIKES THRU 2/28/2019



12,309

ONLINE REGISTRATION ACCOUNTS THROUGH ACTIVE

JAN

ACCOUNTS

7823

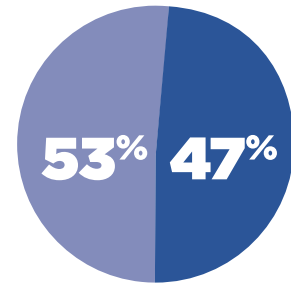
GAIN OR LOSS

+263

FEB

7928

+105



**RESIDENT VS NON-RESIDENT
ACCOUNTS**

PLAYROCKWALL.COM PERFORMANCE METRICS

PLAYROCKWALL.COM

PAGEVIEWS

Pageviews represent the total individual pages viewed by visitors to playrockwall.com within the month of February 2019.

77,060

SESSIONS

Sessions represent an individual collection of a user's visit while viewing pages on playrockwall.com

13,440

USERS

Visitors to playrockwall.com

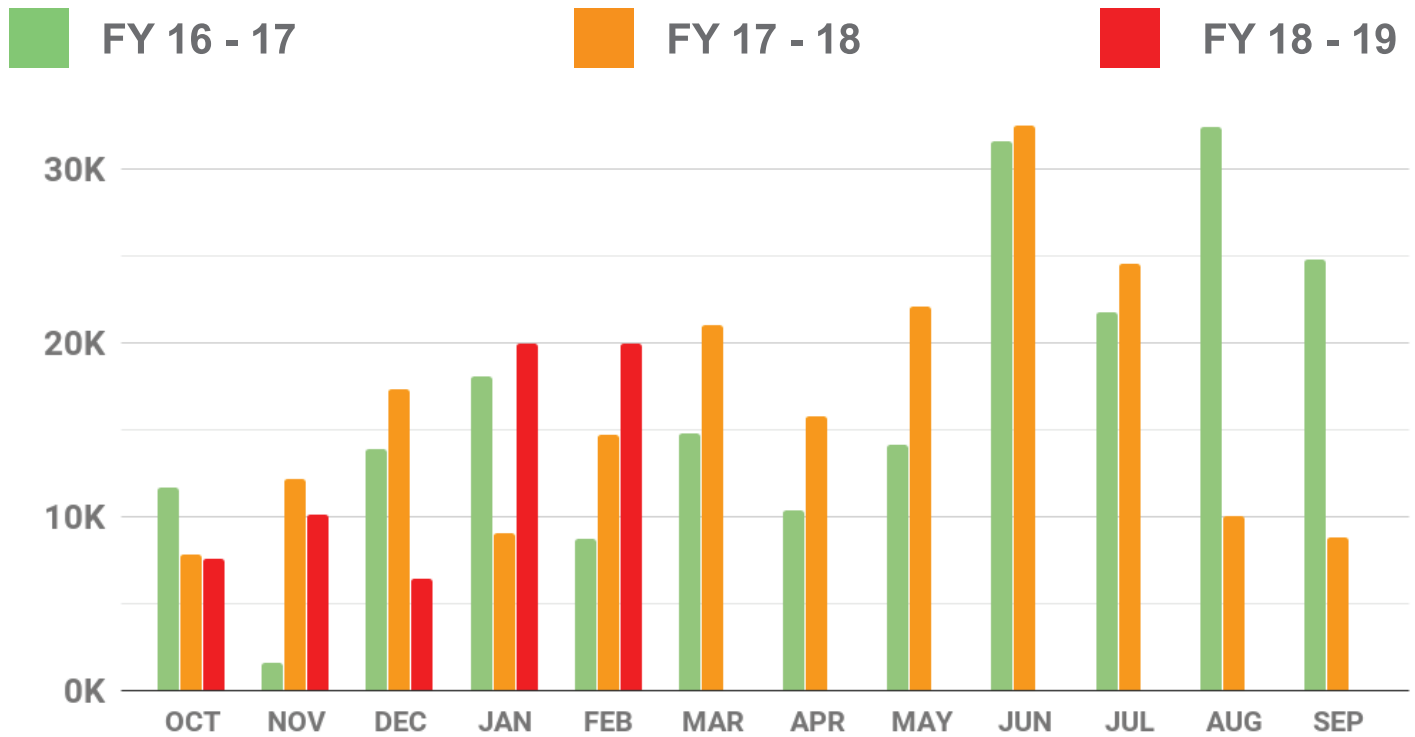
8,586

360

REVENUE

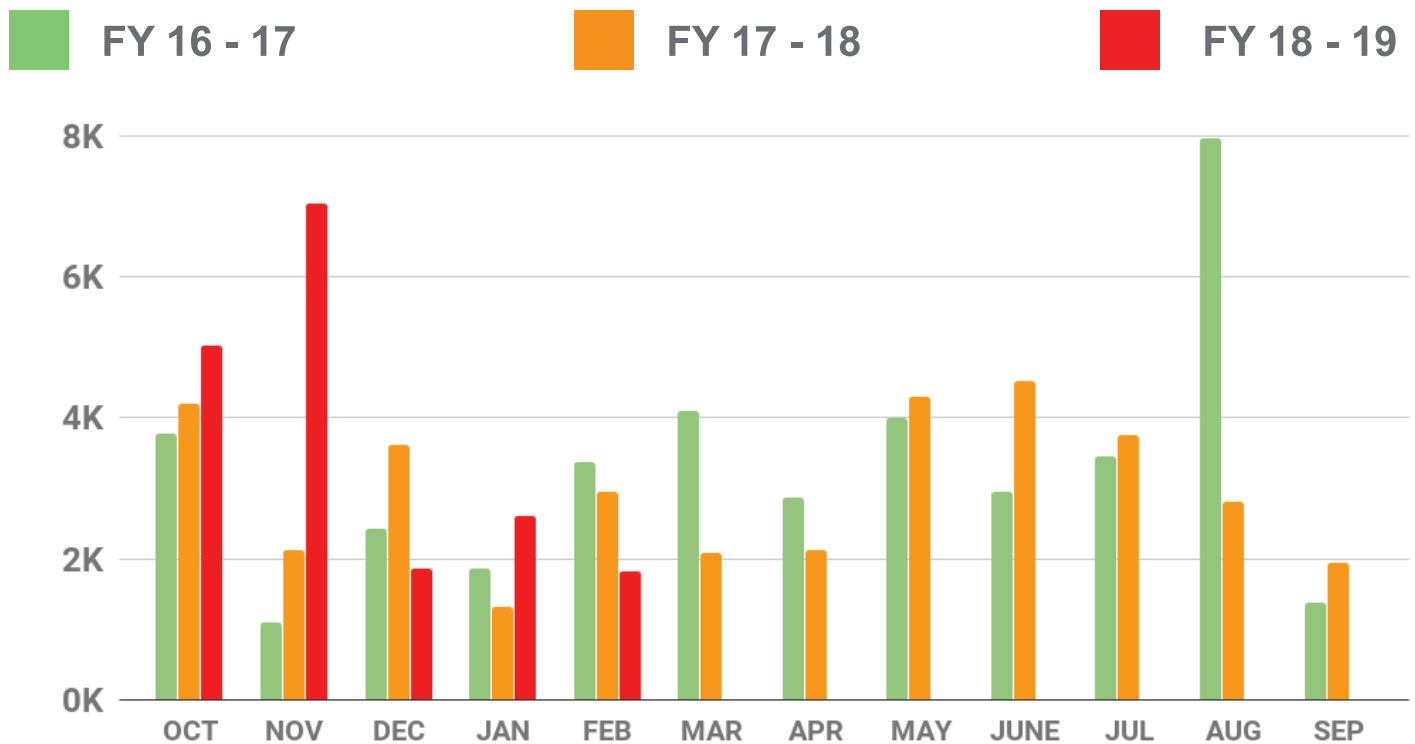
FEE BASED PROGRAM REVENUE BY MONTH

3 fiscal years



FACILITY REVENUE BY MONTH

3 fiscal years



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Rockwall Adoption Center
2019 Animal Statistics

	ADOPTIONS	RESCUED	RETURN TO OWNER	EUTHANIZED	1045*	INTAKES	DISPOSITIONS	LIVE
	Total—Average	Total-Average	Total—Average	Total—Average	Total-Average			OUTCOME
Jan '19	57-58%	12-12%	26-27%	3-3%	0-0%	100	98	97%
Feb '19	59-63%	3-3%	28-30%	1-1%	0-0%	113	91	96%
March '19								
April '19								
May '19								
June '19								
July '19								
August '19								
September '19								
October '19								
November '19								
December '19								

Rockwall Animal Adoption Center

PROFIT AND LOSS

February 2019

	TOTAL
Income	
4000 City of Rockwall	97,617.88
4100 Adoption Fee	
4111 Adoption Fee - Dog	4,600.00
4112 Adoption Fee - Cat	890.00
Total 4100 Adoption Fee	5,490.00
4200 Impound Fee	975.00
4300 Owner Surrender	775.00
4350 Quarantine Fee	300.00
4400 Direct Public Support	
4410 Corporate Contributions	568.06
Total 4400 Direct Public Support	568.06
4650 Medical	740.00
4700 General Donations	3,560.56
47200 Program Income	
47230 Membership Dues	25.00
Total 47200 Program Income	25.00
Total Income	\$110,051.50
GROSS PROFIT	\$110,051.50
Expenses	
5200 - Shelter Expense	
5202 - Micro Chip	1,248.75
5203 - Medication	6,693.07
5209 - Shelter Supplies	710.57
5210 - Cleaning	170.00
5211 - Repair & Maint.	3,445.79
5220 - Truck Maintenance	966.39
Total 5200 - Shelter Expense	13,234.57
5215 - Insurance	900.00
5300 - Veterinary Expense	2,612.43
5400 - Professional Services	2,475.34
65000 5000 - Administrative Expense	
5004 - Paypal/Intuit fee	243.71
5005 - Postage	36.06
5006 - Bank Fees	63.96
5040 - Retirement srvs - 401K	264.50
5050 - Payroll	22,573.65
5055 - Payroll Tax	1,741.65
5056 - 401K Employer/Healthcare	697.52
5099 - Misc	735.20
65030 5003 - Printing and Copying	-61.00
65040 5001 - Supplies	534.70
65050 5060 -Telephone, Telecomm	240.00

	TOTAL
Total 65000 5000 - Administrative Expense	27,069.95
Total Expenses	\$46,292.29
NET OPERATING INCOME	\$63,759.21
NET INCOME	\$63,759.21

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March 4, 2019

TO: City of Rockwall

FROM: Ashley Ando, Grant Director

Re: STAR Transit Second Quarter FY 2019 Demand Response

TOTAL TRIPS FOR 2ND QUARTER = 4,364

Days of Service: December 1, 2018 – February 28, 2019

59 Service Days

Holidays: 5 Days

December 24th & 25th

January 1st & 21st

February 18th

MONTH	NO. OF SERVICE DAYS	TRIPS
DECEMBER	19	743
JANUARY	21	1,206
FEBRUARY	19	2,415
	59	4,364

NO. OF TRIPS	PURPOSE
1,936	CONTRACT SERVICE
74	EDUCATION
8	GOVERNMENT
245	MEDICAID
605	MEDICAL
43	NUTRITION
594	OTHER
380	SHOPPING
479	WORK

ELDERLY AND DISABLED RIDERSHIP	
379	Disabled Trips
1,246	Elderly (&/or Dis) Trips

1,625 E & D Total Rides

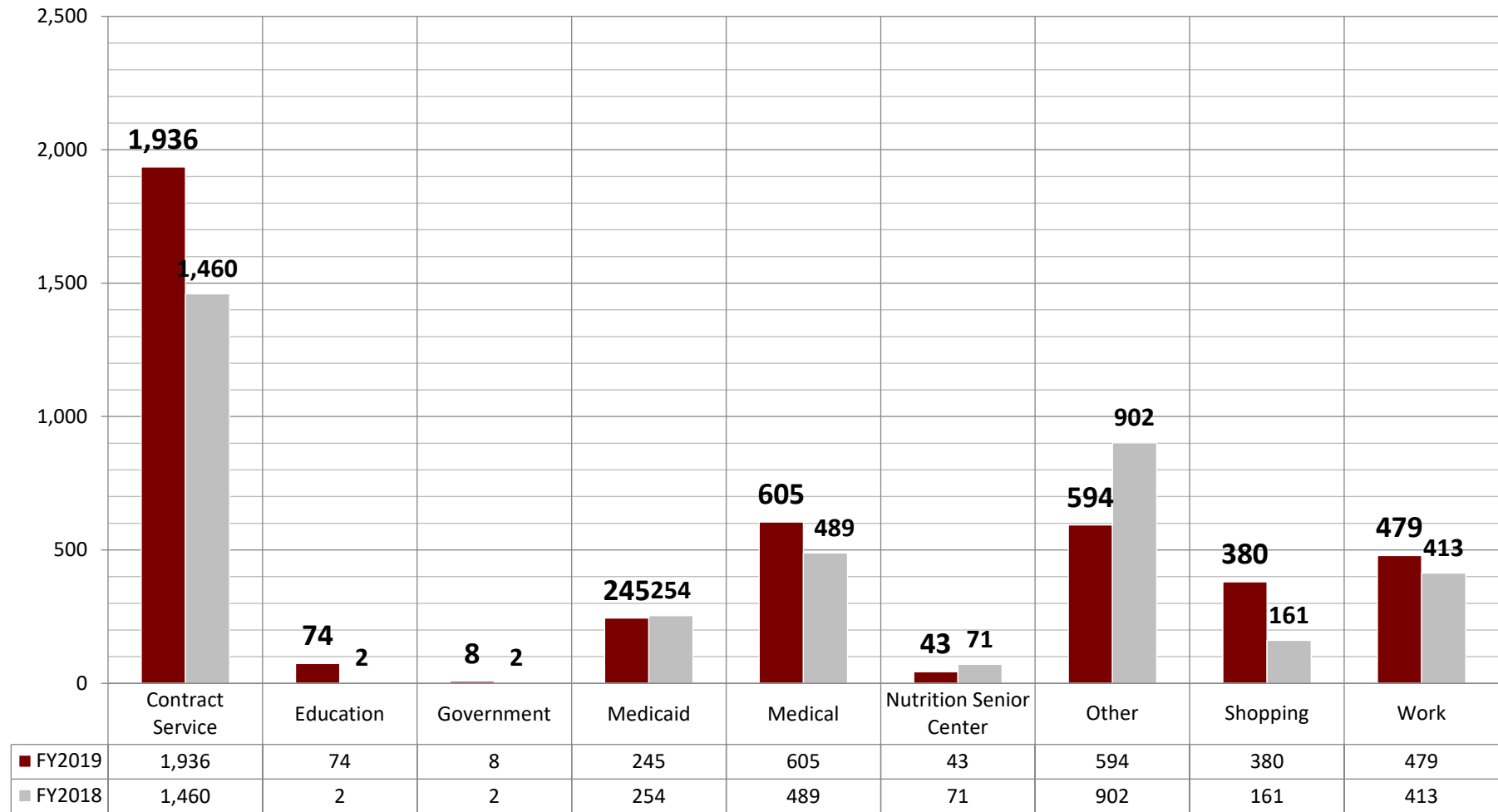
E & D Percent of Public Transportation – 74%

FY 2019 Year to Date Total Rides – **7,887**

Prior Year FY2018 2nd Q Total Rides – 3,754 (14% INCREASE) DIRECTLY RELATED TO LAKEPOINTE CHURCH SERVICE CONTRACT



2ND QUARTER COMPARISON OF FY19 TO FY18



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March 4, 2019

To: City of Rockwall

From: Ashley Ando, Grant Director

Re: February 2019 Demand and Response Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
FEBRUARY	19	2,415

Non-Service Days: February 18th

NO. OF TRIPS	PURPOSE
1,601	Contract Service
45	Education
2	Government
65	Medicaid
202	Medical
14	Nutrition (Senior Center)
224	Other (adult-day care, beauty salon, friend's homes, etc.)
97	Shopping
165	Work

FEBRUARY UNDUPLICATED PASSENGERS
78
YEAR TO DATE UNDUPLICATED PASSENGERS
202

Adjusted Trip Total	749
----------------------------	-----

*Trip Totals without Contracts or Medicaid

> = 60	447
DIS >60	115
	562
% E & D Trip Total	75%

FY 2019 TOTAL DEMAND AND RESPONSE TRIPS TO DATE: **7,887**

(FY 2019-SEPTEMBER 1, 2018 -AUGUST 31, 2019)

PRIOR YEAR: FEBRUARY 2018 TRIP TOTAL= 1,274 (89% INCREASE)



ROCKWALL CITY					PURPOSE
CONTRACT	1Q	2Q	3Q	4Q	TOTALS
EDU	1,015	1,936	0	0	2,951
GOV	77	74	0	0	151
MDE	5	8	0	0	13
MED	219	245	0	0	464
NUT	632	605	0	0	1,237
OTH	34	43	0	0	77
SHP	544	594	0	0	1,138
WORK	533	380	0	0	913
	464	479	0	0	943
	3,523	4,364	0	0	7,887

ROCKWALL CITY														
(UPT) Unlinked Passenger Trips	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS	Avg
	1,413	1,225	885	743	1,206	2,415							7,887	1,315
CONTRACT	709	306	0	0	335	1,601								
EDU	0	41	36	12	17	45							2,951	492
GOV	1	2	2	4	2	2							151	25
MDE	62	69	88	90	90	65							13	2
MED	171	235	226	200	203	202							464	77
NUT	10	11	13	17	12	14							1,237	206
OTH	130	247	167	161	209	224							77	13
SHP	171	139	223	135	148	97							1,138	190
WORK	159	175	130	124	190	165							913	152
													943	157
TOTAL DR TRIPS	1,413	1,225	885	743	1,206	2,415	0	0	0	0	0	0	7,887	657

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS	Avg
Medical	62	69	88	90	90	65	0	0	0	0	0	0	464	39
Lakepointe Church Contract	709	306	0	0	335	1,601	0	0	0	0	0	0	2,951	492
Nursing Home Contracts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Charters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	771	375	88	90	425	1,666	0	0	0	0	0	3,415	285	

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS	Avg
Adjusted Trip Total	642	850	797	653	781	749	0	0	0	0	0	0	4,472	43,511
*Trip Totals without Contracts or Medicaid														

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS	Avg
> = 60	345	477	393	375	424	447							2,461	410
DIS <60	142	167	137	108	156	115							825	138
	487	644	530	483	580	562	0	0	0	0	0	0	3,286	274
% of Adjusted Trip Total	76%	76%	66%	74%	74%	75%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

GENERAL PUBLIC	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS	Avg
% of Adjusted Total	155	206	267	170	201	187	0	0	0	0	0	0	1,186	99
	24%	24%	34%	26%	26%	25%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

DOS	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
	19	23	20	19	21	19							121

Noshow/Cancel	527	474	476	370	456								2,303
UNDUPLICATED M2M	82	88	94	80	91	78							513
UNDUPLICATED YTD		114	144	161	187	202							808
			30	47	52								

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
Subscription Trips	323	440	360	319	437	388							2,267
Percent Subs of Total Trips	23%	36%	41%	43%	36%	16%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
SUBS Can/Noshow	119	136	210	211	261	201							1,138

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