

## Table of Contents

Agenda . . . . .	3
Consider approval of the minutes from the November 4, 2019 regular city council meeting, and take any action necessary.	
11-04-19 Mins. . . . .	6
Blank Page . . . . .	16
Consider approval of the minutes from the November 8, 2019 special city council meeting, and take any action necessary.	
11-08-19 Special Mtg Mins . . . . .	17
Blank Page . . . . .	19
P2019-040 - Consider a request by Perry Bowen on behalf of Kyle Bryan and Haley Brook Bowen for the approval of a replat for Lots 1 & 2, Block A, Haley & Kyle Addition being a 0.97-acre parcel of land currently identified as Lot A, Block 107, B. F. Boydston Addition, City of Rockwall, Rockwall County, Texas, being zoned Single-Family 7 (SF-7) District, addressed as 501 S. Clark Street, and take any action necessary.	
P2019-040 . . . . .	20
Blank Page . . . . .	25
Consider approval of an Interlocal Purchasing Agreement with the City of Texarkana and authorizing the City Manager to execute such agreement, and take any action necessary.	
Memo . . . . .	26
Agreement . . . . .	27
Blank Page . . . . .	30
Consider approval of Engineering Service Agreement with Pipeline Analysis, LLC, to provide engineering services for Sanitary Sewer Condition Assessments and authorize the City Manager to execute a contract for \$156,600, to be funded by the Sewer Operations budget, and take any action necessary.	
Memo . . . . .	31
Contract. . . . .	32
Blank Page . . . . .	53
Consider approval of the St. Mary Street, Bost Street, and Sherman Street Water Line and Wastewater Line Replacement Project and authorize the City Manager to execute a contract with Pittard Construction Company, Inc. in an amount of \$827,282, to be funded by Water/Wastewater bonds, and take any action necessary.	
Memo . . . . .	54
Recommendation Letter. . . . .	55
Bid Tab . . . . .	56
Blank Page . . . . .	60
MIS2019-014 - Hold a public hearing to discuss and consider approving an ordinance amending the OURHometown Vision 2040 Comprehensive Plan for the purpose of updating the water and wastewater master plans, and take any action necessary (1st Reading).	
MIS2019-014 . . . . .	61

Blank Page . . . . .	68
Discuss and consider approval of a resolution approving a resolution of the Rockwall Economic Development Corporation, authorizing the issuance of the Corporation's Sales Tax Revenue Refunding and Improvement Bonds, confirming a sales tax collection resolution, enacting other provisions relating to the subject, and taking any action necessary.	
Staff memo . . . . .	69
Resolution. . . . .	70
Blank page . . . . .	72



## ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, November 18, 2019 - **5:00 PM**

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

**I. CALL PUBLIC MEETING TO ORDER**

**II. EXECUTIVE SESSION.**

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

1. Discussion regarding ballot voting associated with appointments to the Rockwall Central Appraisal District Board pursuant to Section 551.074 (personnel matters)
2. Discussion regarding legal matters pertaining to Breezy Hill pavilion pursuant to Section 551.071 (Consultation with Attorney).
3. Discussion regarding Breezy Hill Road pursuant to § Section 551.071 (Consultation with Attorney)
4. 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**

---

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

**V. INVOCATION AND PLEDGE OF ALLEGIANCE – MAYOR PRO TEM MACALIK**

**VI. INTRODUCTION OF ROCKWALL YOUTH ADVISORY COUNCIL (YAC) MEMBERS**

**VII. OPEN FORUM**

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

**IX. CONSENT AGENDA**

**p.6 1.** Consider approval of the minutes from the November 4, 2019 regular city council meeting, and take any action necessary.

**p.17 2.** Consider approval of the minutes from the November 8, 2019 special city council meeting, and take any action necessary.

- p.20 3. P2019-040** - Consider a request by Perry Bowen on behalf of Kyle Bryan and Haley Brook Bowen for the approval of a replat for Lots 1 & 2, Block A, Haley & Kyle Addition being a 0.97-acre parcel of land currently identified as Lot A, Block 107, B. F. Boydston Addition, City of Rockwall, Rockwall County, Texas, being zoned Single-Family 7 (SF-7) District, addressed as 501 S. Clark Street, and take any action necessary.
- p.26 4.** Consider approval of an Interlocal Purchasing Agreement with the City of Texarkana and authorizing the City Manager to execute such agreement, and take any action necessary.
- p.31 5.** Consider approval of Engineering Service Agreement with Pipeline Analysis, LLC, to provide engineering services for Sanitary Sewer Condition Assessments and authorize the City Manager to execute a contract for \$156,600, to be funded by the Sewer Operations budget, and take any action necessary.
- p.54 6.** Consider approval of the St. Mary Street, Bost Street, and Sherman Street Water Line and Wastewater Line Replacement Project and authorize the City Manager to execute a contract with Pittard Construction Company, Inc. in an amount of \$827,282, to be funded by Water/Wastewater bonds, and take any action necessary.

#### **X. PUBLIC HEARING ITEMS**

- p.61 1. MIS2019-014** - Hold a public hearing to discuss and consider approving an **ordinance** amending the OURHometown Vision 2040 Comprehensive Plan for the purpose of updating the water and wastewater master plans, and take any action necessary **(1st Reading)**.

#### **XI. ACTION ITEMS**

- p.69 1.** Discuss and consider approval of a resolution approving a resolution of the Rockwall Economic Development Corporation, authorizing the issuance of the Corporation's Sales Tax Revenue Refunding and Improvement Bonds, confirming a sales tax collection resolution, enacting other provisions relating to the subject, and taking any action necessary.

#### **XII. EXECUTIVE SESSION**

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

- 1.** Discussion regarding ballot voting associated with appointments to the Rockwall Central Appraisal District Board pursuant to Section 551.074 (personnel matters)
- 2.** Discussion regarding legal matters pertaining to Breezy Hill pavilion pursuant to Section 551.071 (Consultation with Attorney).



3. Discussion regarding Breezy Hill Road pursuant to § Section 551.071 (Consultation with Attorney)
4. 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**

**XIV. ADJOURNMENT**

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

The City of Rockwall City Council reserves the right to adjourn into executive session at any time to discuss any of the matters listed on the agenda above, as authorized by Texas Government Code § 551.071 (Consultation with Attorney) § 551.072 (Deliberations about Real Property) § 551.074 (Personnel Matters) and § 551.087 (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 15<sup>th</sup> day of November, 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 CITY COUNCIL REGULAR MEETING**

**Monday, November 04, 2019 - 5:00 PM**

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

### **I. CALL PUBLIC MEETING TO ORDER**

Mayor Jim Pruitt called the meeting to order at 5:05 p.m. Present were Mayor Jim Pruitt and Council Members Patrick Trowbridge, John Hohenshelt, Kevin Fowler, 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 Pro Tem Macalik arrived and joined the meeting at 5:08 p.m.

Mayor Pruitt read the below listed discussion items into the record before recessing the public meeting to go into Executive Session at 5:06 p.m.

### **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 lease of real property in the vicinity of the downtown, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
2. Discussion regarding employee personnel policies pursuant to Section §551.071 (Consultation with Attorney)
3. Discussion regarding reappointment(s) to the Rockwall Economic Development Corporation (REDC) Board pursuant to Section 551.074 (Personnel Matters)
4. 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 5:47 p.m.

---

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

Mayor Pruitt reconvened the public meeting at 6:00 p.m. with all council members being present.

### **V. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER TROWBRIDGE**

Councilman Trowbridge delivered the invocation and led the Pledge of Allegiance.

### **VI. OPEN FORUM**

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

Del Wendt  
1841 Kelly Lane  
Rockwall, TX 75087

Mr. Wendt thanked Councilmember Trowbridge for shining a light on the meter reading topic that results in longer cycles and larger bills a couple of times per year. He encouraged the City to address this issue to rectify it. He thanked the Council for lowering the tax rate, sharing that the city portion of his tax bill did decrease for about \$10. Regarding impact fees, Mr. Wendt thanked Trowbridge for his comments at the last city council meeting. He feels the taxpayer was left out of the discussion at the last meeting. He pointed out that if impact fees are not paid for by developers, then the taxpayer has to pick up the cost. He shared the belief that, even if the council decides to go higher than what was previously discussed, it will not be heavily felt by / will not heavily impact the developer. He wonders what the impact of the Council's decision will ultimately be on tax payers. He urged Council to revisit this, bearing in mind the impact on the taxpayer.

Janice Morchower  
144 Westwood  
Rockwall, TX 75032

Ms. Morchower spoke about the condos that are being built at The Harbor, which she pointed out are essentially apartments. She shared that she had a phone conversation with Mayor Pruitt a while back, and she is wondering if there are any updates regarding this forthcoming development. She wonders how this transitioned from individually deeded condominiums to 'apartments.' She also spoke briefly on impact fees, sharing that she supports impact fees and believes they should be higher on developers. She does not believe that the taxpayers should have to pay for new development. Mrs. Morchower spoke briefly about a building moratorium that will be on the agenda this evening. She understands that this will be a short moratorium and it will be in the ETJ. She believes a longer moratorium is ideal in order to allow time for infrastructure development to catch up with growth. She is specifically concerned about existing and worsening traffic congestion. She suggested that a couple of traffic lights be evaluated for their timing; however, the mayor pointed out that both signal lights she has pointed out are TXDOT owned and operated.

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

#### VII. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

Mayor Pro Tem Macalik moved to approve the parking lease for police vehicles in the downtown area. Mayor Pruitt seconded the motion, which passed by a vote of 7 ayes to 0 nays.

#### VIII. CONSENT AGENDA

1. Consider approval of the minutes from the October 21, 2019 regular city council meeting, and take any action necessary.
2. **Z2019-021** - Consider a request by Pat Atkins of KPA Consulting, Inc. on behalf of the owners Gwen Reed, Saddle Star South Holdings, LLC, and CDT Rockwall/2017, LLC for the approval of an **ordinance** for a zoning amendment to Planned Development District 79 (PD-79) [Ordinance No. 16-39] for the purpose of amending the development standards and concept plan on a 70.408-acre tract of land identified as Tracts 1, 1-03, 1-5 & 2-03 of the P. B. Harrison Survey, Abstract No.

97, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 79 (PD-79) for Single-Family 8.4 (SF-8.4) District land uses, situated within the SH-205 By-Pass Overlay (SH-205 BY-OV) District, located on the north side of John King Boulevard south of Featherstone Drive, and take any action necessary **(2nd Reading)**.

3. **2019-024** - Consider a request by Adam Buczek of Stone Creek Balance, LTD for the approval of an **ordinance** for a zoning amendment to Planned Development District 70 (PD-70) for the purpose of changing the number of hard-edged retention ponds required for the residential subdivision being a ~336.00-acre tract of land identified as the Stone Creek Subdivision and being situated within the W. T. Deweese Survey, Abstract No. 71 and the S. King Survey, Abstract No 131, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 70 (PD-70) for Single-Family 10 (SF-10) District land uses, situated within the North SH-205 Overlay (N. SH-205 OV) and SH-205 By-Pass Overlay (SH-205 BY-OV) Districts, generally located at the southeast corner of the intersection of FM-552 and SH-205 [N. Goliad Street], and take any action necessary **(2nd Reading)**.
4. Consider approval of an **ordinance** amending the Rockwall Code of Ordinances in Chapter 38. Subdivisions; Article I. In General; Sec. 38-23 Standards for Design of Developments within Subdivisions Adopted to reflect updates to these standards, and take any action necessary. **[2nd reading]**
5. **P2019-039** - Consider a request by Steven Homeyer of Homeyer Engineering, Inc. on behalf of Julia McKinney for the approval of a replat for Lot 8, Block A, Ellis Centre Phase 2 Addition being a 1.21-acre parcel of land identified as Lot 4, Block A, Ellis Centre Phase 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, located west of the intersection of Alpha Drive and Sigma Court, and take any action necessary.
6. **P2019-041** - Consider a request by David Raines for the approval of a replat for Lot 35, Block A, Chandler's Landing, Phase 18, Section 2 being a 0.19-acre tract of land identified as Lot 12, Block A, Chandler's Landing, Phase 18, Section 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development 8 (PD-8) District for single family land uses, addressed as 5808 Constellation Circle, and take any action necessary.
7. Consider approval of a resolution terminating American United Life Insurance Company of Indianapolis, Indiana, a OneAmerica Company, as the city's 457(b) plan administrator's agent, and instead appointing International City Management Association Retirement Corporation (ICMA-RC) as investment advisory with respect to the City of Rockwall's 457(b) Plan, and take any action necessary.
8. Consider authorizing the City Manager to execute a professional engineering services contract for Birkhoff, Hendricks & Carter, L.L.P. to perform the engineering design services for the Squabble Creek Lift Station Wastewater Sludge Grinders project in an amount not to exceed \$34,790.00, to be funded by the Wastewater Operations Budget, and take any action necessary.
9. Consider awarding a bid to WPI and authorizing the City Manager to execute a contract for on site fixed generators at three lift stations totaling \$229,380 to be funded out of the Water and Sewer Fund, Sewer Operations Budget, and take any action necessary.
10. Consider approval of a purchase from the Debt Service fund for two (fire truck) pumpers in lieu of issuing debt, in the amount of \$1,250,633, 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). Councilmember Hohenshelt seconded the motion. The ordinances were read as follows:

**CITY OF ROCKWALL  
ORDINANCE NO. 19-40**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO. 04-38*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO FURTHER AMEND PLANNED DEVELOPMENT DISTRICT 79 (PD-79) [*ORDINANCE NO. 16-39*] FOR THE PURPOSE OF AMENDING THE DEVELOPMENT STANDARDS AND CONCEPT PLAN ON A 70.408-ACRE TRACT OF LAND, ZONED PLANNED DEVELOPMENT DISTRICT 79 (PD-79) FOR SINGLE FAMILY 8.4 (SF-8.4) DISTRICT LAND USES, BEING IDENTIFIED AS TRACTS 1, 1-03, 1-5 & 2-03 OF THE P. B. HARRISON SURVEY, ABSTRACT NO. 97, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY *EXHIBIT 'A'*; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**CITY OF ROCKWALL  
ORDINANCE NO. 19-41**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 70 (PD-70) AND THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO. 04-38*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING THE DEVELOPMENT STANDARDS APPROVED WITH ORDINANCE NO. 09-44, BEING A 395.075-ACRE TRACT OF LAND SITUATED IN THE W. T. DEWEESE SURVEY, ABSTRACT NO. 71 AND THE S. KING SURVEY, ABSTRACT NO. 131, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY *EXHIBIT 'A'*; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**CITY OF ROCKWALL  
ORDINANCE NO. 19-42**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE ROCKWALL CODE OF ORDINANCES IN CHAPTER 38. SUBDIVISIONS; ARTICLE I. IN GENERAL; SECTION 38-23 STANDARDS FOR DESIGN OF DEVELOPMENTS WITHIN SUBDIVISIONS ADOPTED; 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.

Following brief comments, the motion passed by a vote of 7 ayes to 0 nays.

**IX. APPOINTMENT ITEMS**

1. Appointment with Melody Mayer of Renew Fence & Construction to hear request and discuss and consider the possibility of changing the city's regulations pertaining to residential retaining walls, including material and height restrictions, and take any action necessary.

**Mayor Pruitt indicated that this item will be postponed until the next, regular city council meeting, as Ms. Mayer was unable to attend the meeting this evening due to a death in her family.**

2. Appointment with Brad Helmer of Heritage Christian Academy to provide an update on the progress of their capital campaign in accordance with the requirements of Specific Use Permit No. S-200 (Ordinance No. 19-02).

**Brad Helmer  
2917 Chuckwagon Drive  
Rockwall, TX**

**Mr. Helmer came forth and indicated that his fundraising is currently at about 22%, and they are continuing to work on the fundraising efforts. He thanked the Council for working well with him on this SUP. Mayor Pruitt shared that he looks forward to seeing Mr. Helmer for an additional update on this in February. Council took no action pertaining to this agenda item.**

3. Appointment with Scott Mommer of Lars, Anderson & Associates, Inc. on behalf of the Home Depot to discuss amending the Unified Development Code (UDC) to allow the "Rental, Sales, and Service of Heavy Machinery and Equipment" land use in the Commercial (C) District by a Specific Use Permit (SUP), and take any action necessary.

**Jason Pyka  
12225 Greenville Ave., Ste. 1000  
Dallas, TX 75243**

**Mr. Pyka shared that he is appearing this evening on behalf of Mr. Mommer. Discussion took place pertaining to how much heavy equipment may be visible. Mr. Miller shared that the applicant will be required to build a masonry wall that is one foot higher than the equipment that is being screened. The applicant may request an alternate screening, which will consist of trees, shrubs and a wrought iron fence around it. This will be by the building expansion that will be at one end of the building and will be near 10 parking spaces.**

**The city attorney clarified that Council is deciding this evening whether or not to allow this type of use in a commercial district. If the council does decide to allow this use, then Home Depot would have to apply for an SUP thereafter and go through the standard SUP approval process.**

**Following the discussion, Councilmember Daniels moved to approve moving forward with amending the UDC to allow this land use. Mayor Pro Tem Macalik seconded the motion, which passed by a vote of 7 ayes to 0 nays.**

#### **X. PUBLIC HEARING ITEMS**

1. **Z2019-022** - Hold a public hearing to discuss and consider a request by Marty Wright for the approval of an **ordinance** for a Specific Use Permit (SUP) allowing an accessory building on a one (1) acre tract of land identified as Lot 10, Block B, Saddlebrook Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, addressed as 2340 Saddlebrook Lane, and take any action necessary (**1st Reading**).

Planning Director Ryan Miller provided background information concerning this agenda item. The applicant is requesting approval of a Specific Use Permit (SUP) for a detached garage that exceeds the maximum allowable size for properties located within a Single-Family 16 (SF-16) District. Currently situated on the subject property, there is a 3,397 SF brick single-family home and a 216 SF accessory building that is clad with wood. The proposed building will be situated behind the main structure, will be 13' 8" in height, and will be constructed of metal. The building will include a 24' x 40' (i.e. 960 SF) detached garage and a 6' x 40' (i.e. 240 SF) porch that will be on the front of the building. The total footprint of the building will be 1,200 SF (i.e. 35% of the size of the home). The porch will incorporate windows with shutters, double walk-in doors, and wooden posts. The applicant has stated that the purpose of the porch is to blend the building with the neighborhood by incorporating architectural elements that are typically seen on a single-family home. The building will have two (2) roll-up doors located on each of the side façades (i.e. north and south façades) and the applicant has stated that detached garage will be utilized to store several antique vehicles. The existing 12' x 18' (i.e. 216 SF) accessory building will be relocated and will be situated adjacent to the northern side façade of the proposed detached garage. The applicant has provided a site plan and proposed building elevations to be reviewed by the Planning and Zoning Commission and the City Council. Thirty notices were sent out to adjacent property owners. Four emails and one notice in favor were received back, and 1 was received back in opposition. The Planning & Zoning Commission recommended denial of the applicant's request by a vote of 7-0.

Mayor Pruitt opened up the public hearing, asking if anyone would like to come forth and speak.

Greg Givens  
2308 Saddlebrook Lane  
Rockwall, TX

Mr. Givens came forth and spoke in favor of approval of this SUP.

Steve Griffin  
2348 Saddlebrook Lane  
Rockwall, TX

Mr. Griffin spoke in favor of approval of this SUP.

Mr. Bob Wacker  
309 Featherstone  
Rockwall, TX

Mr. Wacker came forth and generally spoke in favor of this item.

There being no one else wishing to come forth and speak, Mayor Pruitt then closed the public hearing.

Councilmember Fowler moved to approve Z2019-022. Mayor Pro Tem Macalik seconded the motion. 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) [*ORDINANCE NO. 04-38*] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A *DETACHED GARAGE BUILDING* THAT EXCEEDS THE MAXIMUM ALLOWABLE SIZE ON A ONE (1)-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 10, BLOCK B, SADDLEBROOK ESTATES #2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**The motion failed by a vote of 4 ayes with 3 against because it required a  $\frac{3}{4}$  majority vote of council in order to be approved (Trowbridge, Hohenshelt and Pruitt voted against).**

- 2. Hold a public hearing to discuss and consider imposing a moratorium on accepting and reviewing subdivision plats for commercial and residential property situated within the City's Extraterritorial Jurisdiction (ETJ), and take any action necessary.**

**Planning Director Ryan Miller provided background information pertaining to this agenda item.**

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

**Janice Morchower  
144 Westwood  
Rockwall, TX 75032**

**Ms. Morchower came forth and said she is strongly in favor of this moratorium.**

**There being no one else wishing to come forth and speak, Mayor Pruitt then closed the public hearing.**

**Councilmember Trowbridge moved to approve the moratorium. Councilmember Fowler seconded the motion. Following brief discussion, the motion passed unanimously of those present.**

**CITY OF ROCKWALL, TEXAS  
ORDINANCE NO. 19-44**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, ENACTING A TEMPORARY MORATORIUM STAYING THE ACCEPTANCE AND PROCESSING OF SUBDIVISION PLAT APPLICATIONS IN THE CITY OF ROCKWALL'S EXTRATERRITORIAL JURISDICTION; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DEFINITIONS; PROVING FOR**



APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, DETERMINATION, AND APPEALS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REMEDIES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

## **XI. ACTION ITEMS**

1. **MIS2019-001** - Discuss and consider approval of an **ordinance** adopting updated impact fees for water, wastewater, and roadway facilities by updating the land use assumptions and capital improvement plans for such facilities, establishing updated service areas for such facilities, providing definitions, providing for collection and assessment, and take any action necessary.  
**(2nd Reading)**

Mr. Miller provided brief comments concerning this agenda item, indicating that this did not receive a unanimous approval at the last city council meeting. Mayor Pro Tem Macalik moved to approve the ordinance for MIS2019-001. Councilmember Hohenshelt seconded the motion. Hohenshelt proceeded to provide lengthy comments pertaining to this topic, generally indicating that there may be a misnomer that if impact fees are in place and adequate, then citizens' taxes will decrease. Mayor Pruitt expressed concern about residential roadway impact fees, as he believes they will adversely impact someone who, for example, is wanting to build on his or her acre or acre-and-a-half lot.

The ordinance was read as follows:

### **CITY OF ROCKWALL ORDINANCE NO. 19-43**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING ARTICLE III, *IMPACT FEE REGULATIONS*, OF CHAPTER 38, *SUBDIVISIONS*, FOR THE PURPOSE OF AMENDING THE IMPACT FEES FOR WATER, WASTEWATER, AND ROADWAY FACILITIES BY UPDATING THE LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN FOR SAID FACILITIES; ESTABLISHING UPDATED SERVICE AREAS FOR SUCH FACILITIES; PROVIDING FOR DEFINITIONS; PROVIDING FOR COLLECTION AND ASSESSMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REMEDIES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The motion passed by a vote of 4 ayes with 3 against (Trowbridge, Pruitt and Daniels).

2. Discuss and consider the revised median openings for Texas Department of Transportation (TXDOT) roadway FM 552, and take any action necessary.

City Engineer/Director of Public Works, Amy Williams, provided background information pertaining to this agenda item. Mayor Pruitt moved to approve the revised median openings. Councilman Fowler seconded the motion, which passed by a vote of 7 ayes to 0 nays.

3. Discuss and consider appointments to fill vacancies on the city's Airport Advisory Board, Historic Preservation Advisory Board, and Park Board, and take any action necessary.

**Councilmember Johannesen moved to appoint Anna Dodd to the city's Park Board (to replace former member, Fran Webb). Mayor Pruitt seconded the motion, which passed by a vote of 7 ayes to 0 nays.**

**XII. 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**

Building Inspection Monthly Report - September 2019  
Finance Department Report - September 2019  
GIS Division Monthly Report - September 2019  
Harbor PD Monthly Report - September 2019  
Internal Operations Department Monthly Report - September 2019  
Recreation Monthly Report - September 2019  
Rockwall Animal Adoption Center Monthly Report - September 2019  
Rockwall Fire Department Monthly Report - September 2019  
Rockwall Police Department Monthly Report - September 2019  
STAR Transit Monthly Report - September 2019

**2. City Manager's Report**

**Mr. Crowley, City Manager, shared that he would like to begin exploring possible dates with council members in order to schedule a city council / staff retreat sometime after the first of the year.**

**Councilmember Fowler and Fire Chief Cullins briefly discussed EMS related calls.**

**Mayor Pruitt shared that there will be a Veterans appreciation event at The Harbor from 1-6 PM this Saturday. Also, the City is hosting a Veterans appreciation lunch for city, county and school district employees this Thursday, and the Council is invited to attend.**

**XIII. 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 lease of real property in the vicinity of the downtown, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
2. Discussion regarding employee personnel policies pursuant to Section §551.071 (Consultation with Attorney)
3. Discussion regarding reappointment(s) to the Rockwall Economic Development Corporation (REDC) Board pursuant to Section 551.074 (Personnel Matters)
4. 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)

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

Councilmember Hohenshelt moved to approve reappointing the following members to the Rockwall Economic Development Corporation (REDC) board for additional two year terms (expiring Dec. 2021): Rick Carroll, Rick Johnson and Matthew Neyland. Mayor Pruitt seconded the motion, which passed by a vote of 7 ayes to 0 nays.

**XV. ADJOURNMENT**

Pruitt adjourned the meeting at 7:23 p.m.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 18<sup>th</sup> DAY OF NOVEMBER, 2019.**

**ATTEST:**

\_\_\_\_\_  
**JIM PRUITT, MAYOR**

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

**THIS PAGE INTENTIONALLY LEFT BLANK**



## ROCKWALL CITY COUNCIL SPECIAL MEETING

Friday, November 8, 2019 - 3:00 PM

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

### I. CALL PUBLIC MEETING TO ORDER (AND OPEN FORUM HELD)

Mayor Pruitt called the meeting to order at 3:02 p.m. Present were Mayor Jim Pruitt, Councilmembers Patrick Trowbridge, Kevin Fowler, Bennie Daniels and Trace Johannesen, City Manager Rick Crowley, and Assistant City Managers Joey Boyd and Mary Smith.

Mayor Pruitt indicated that an Open Forum would be held at this time, asking if anyone would like to come forth and speak.

David Booth  
D.R. Horton  
11655 Caddo Creek Drive  
Rockwall, TX 75166

Mr. Booth came forth and spoke, indicating that he just became aware of the item being considered today. He explained that his company has a residential development project in the ETJ that has been ongoing for about the past six months. A lot of consultants are working on the project. He went on to explain that in the ETJ, a developer does full blown engineering plans and goes straight to the 'final plat' stage. He shared that at a "pre-development meeting" that was held on Oct. 24 with city staff, a moratorium was not discussed or indicated at all, even though the city's discussions concerning imposing a moratorium started the next day, on Oct. 25. Mr. Booth went on to ask for an exception for his particular project, indicating that they will build their own water / sewer lines and streets. He explained that their project will not tie into any city streets, only state owned and maintained roads. He understands the reasoning for the moratorium; however, he does not believe his project will impact the City from the standpoint of maintenance and consumption of public facilities. Therefore, he would like to be able to continue his project, but this moratorium will really disrupt the process associated with his project. He shared that his project will abide by any / all City of Rockwall standards, which are all 'above and beyond' those that are in place in the county.

There being no one else wishing to come forth and speak, Mayor Pruitt closed the "Open Forum" / public input part of the meeting.

### II. HOLD A PUBLIC HEARING TO DISCUSS AND CONSIDER APPROVAL OF AN ORDINANCE IMPOSING A MORATORIUM ON ACCEPTING AND REVIEWING SUBDIVISION PLATS FOR COMMERCIAL AND RESIDENTIAL PROPERTY SITUATED WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION (ETJ), AND TAKE ANY ACTION NECESSARY. (2<sup>ND</sup> READING)

Mayor Pruitt asked staff why 1.5 acre tracts are being exempted. Mr. Miller shared that the reason for this exemption is because those typically provide onsite sewage systems, and they don't pose issues for infrastructure. Anything larger than that, however, does impact infrastructure.

Mr. Miller indicated that, if they are required to subdivide, the city would review a property that does not create more than 2 lots, that each lot is greater than 1.5 acres and that they provide onsite sewage facilities. Mayor Pruitt expressed concern, indicating he does not understand why these types of properties should be exempted out.

Councilman Johannesen asked for staff to explain what a moratorium practically means. Mr. Miller shared that this particular moratorium only applies to the submission of plans/subdivision plat applications to the City for residential properties in the ETJ. This particular moratorium will be for 120 days. However, he pointed out that the Council does have the ability to possibly remove the moratorium sooner if the City signs an updated 'interlocal agreement' with the County to spell out how development(s) in the ETJ will be handled.

Mayor Pruitt moved to approve the ordinance imposing a moratorium, expressing that no properties will be exempted from the moratorium until the County gives the city plans regarding how subdivision plats and developments will be handled in the County (within the city's ETJ) so that it is fair to everyone concerned. Councilmember Daniels seconded the motion.

The ordinance was read as follows:

**CITY OF ROCKWALL, TEXAS  
ORDINANCE NO. 19-44**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, ENACTING A TEMPORARY MORATORIUM STAYING THE ACCEPTANCE AND PROCESSING OF SUBDIVISION PLAT APPLICATIONS IN THE CITY OF ROCKWALL'S EXTRATERRITORIAL JURISDICTION; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DEFINITIONS; PROVIDING FOR APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, DETERMINATION, AND APPEALS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REMEDIES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The motion passed by a vote of 5 ayes with 2 absences (Macalik and Hohenshelt).

**III. ADJOURNMENT**

Mayor Pruitt adjourned the meeting at 3:13 p.m.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 18<sup>th</sup> DAY OF NOVEMBER, 2019.**

**ATTEST:**

\_\_\_\_\_  
**JIM PRUITT, MAYOR**

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

**THIS PAGE INTENTIONALLY LEFT BLANK**



# 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:** November 18, 2019  
**APPLICANT:** Perry Bowen  
**CASE NUMBER:** P2019-040; *Lots 1 & 2, Block A, Haley & Kyle Addition*

---

### **SUMMARY**

Discuss and consider a request by Perry Bowen on behalf of Kyle Bryan and Haley Brook Bowen for the approval of a replat for Lots 1 & 2, Block A, Haley & Kyle Addition being a 0.97-acre parcel of land currently identified as Lot A, Block 107, B. F. Boydston Addition, City of Rockwall, Rockwall County, Texas, being zoned Single-Family 7 (SF-7) District, addressed as 501 S. Clark Street, and take any action necessary.

### **PLAT INFORMATION**

- ☒ The applicant is requesting to replat one (1) lot (*i.e. Lot A, Block 107, B. F. Boydston Addition*) into two (2) lots (*i.e. Lots 1 & 2, Block A, Haley & Kyle Addition*) for the purpose of subdividing the property in order to construct two (2) single-family homes.
- ☒ The subject property was annexed prior to 1959, is zoned Single-Family 7 (SF-7) District, and is addressed as 501 S. Clark Street.
- ☒ On November 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
  - 2) The developer shall pay cash-in-lieu of land fees for Park District No. 21 in the amount of \$499.00 for Lot 2 to be paid at the time of final plat.
- ☒ The surveyor has completed the majority of the technical revisions requested by staff, and this plat - *conforming to the requirements for final plats as stipulated by the Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☒ Conditional approval of this 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**

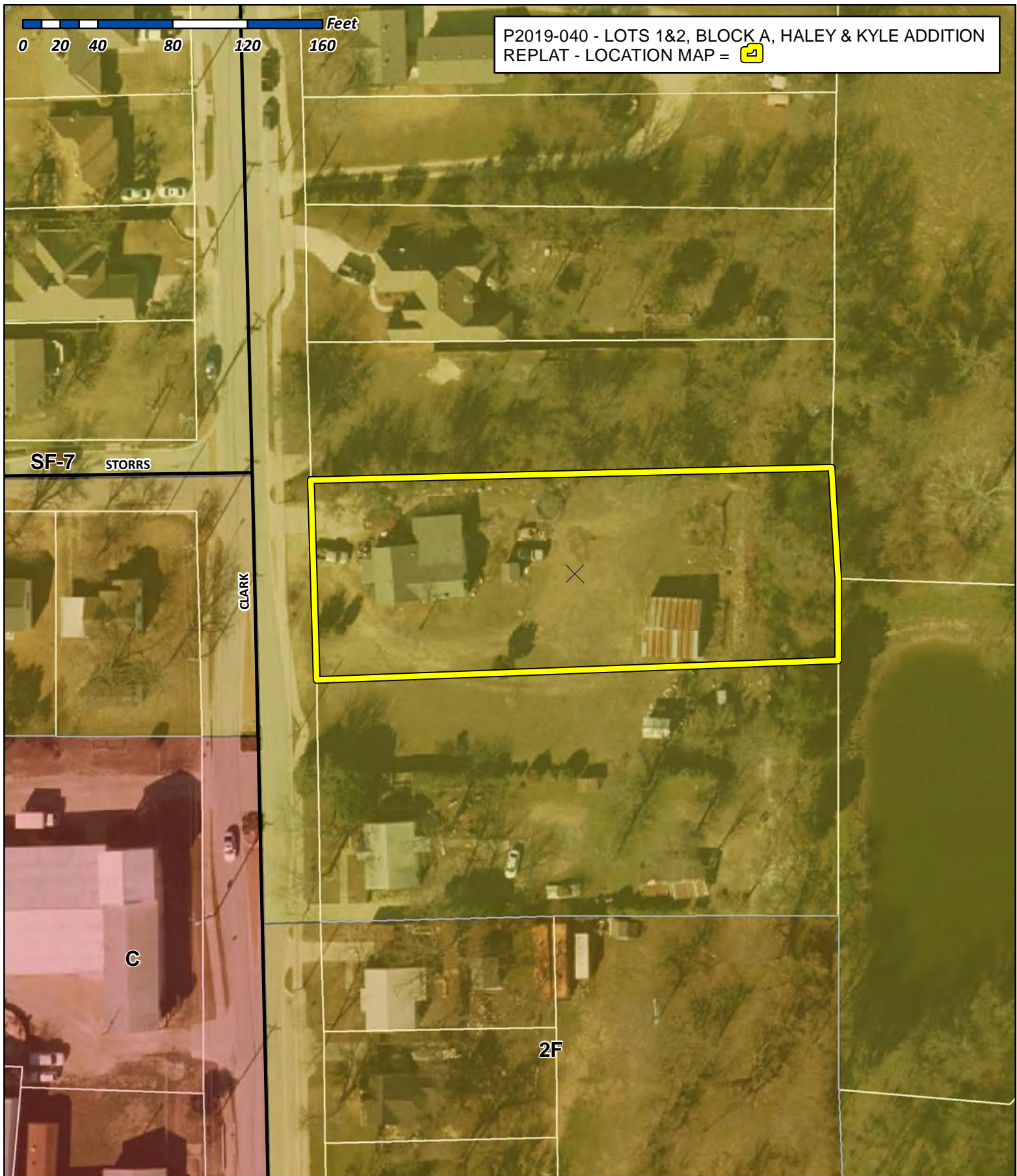
If the City Council chooses to approve the replat for *Lots 1 & 2, Block A, Haley & Kyle Addition*, staff would propose the following conditions of approval:



- (1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat;
- (2) Any construction resulting from the approval of this plat 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 November 12, 2019, the Planning and Zoning Commission's motion to recommend approval of the applicant's request with staff's conditions of approval passed by a vote of 5-0 with Commissioners Fishman and Welch absent.

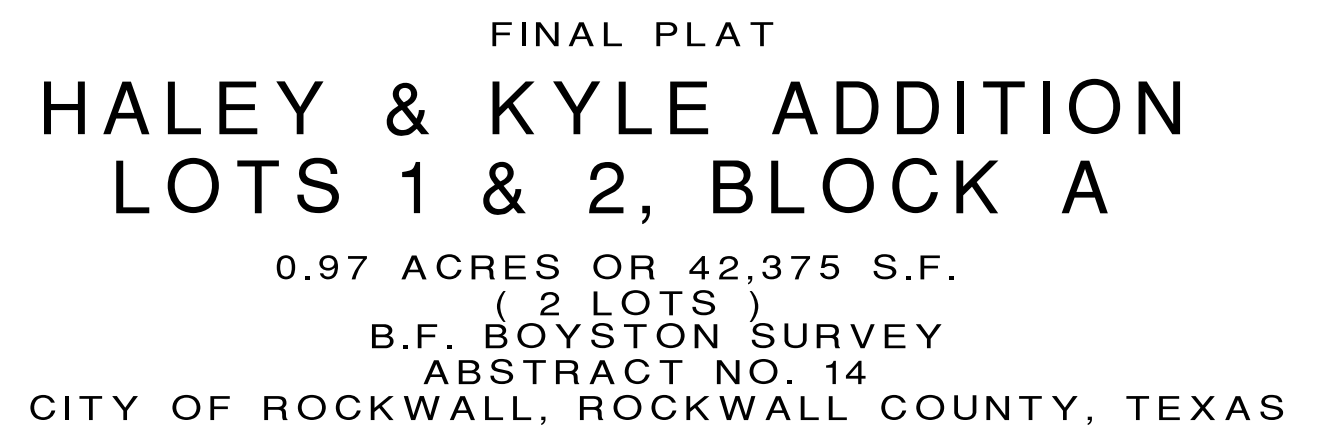
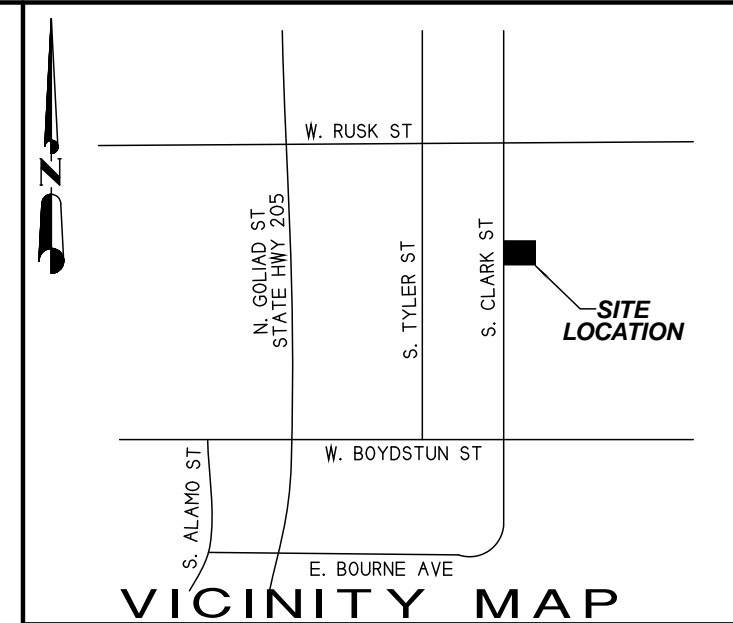


## City of Rockwall

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

















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





OWNER:  
KYLE BRYAN &  
HALEY BROOKE BOWEN  
401 E. KAUFMAN STREET  
ROCKWALL, TEXAS 75087

**SYMBOL LEGEND**

				
TELEVISION CABLE RISER	GAS METER	PHONE RISER	FIRE HYDRANT	POWER POLE
				
ELECTRIC METER	ELECTRIC BOX	WATER METER	LIGHT POLE	1/2" IR IRON ROD FOUND (CORNER)
				
FENCE	EASEMENT LINE		A/C AIR COND. UNIT	
				
	PROPERTY LINE		PROPANE TANK	

SURVEY DATE OCTOBER 18, 2019  
SCALE 1" = 30' FILE # 20190322-FP

**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

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



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

WHEREAS KYLE BRYAN and HALEY BROOKE BOWEN, BEING THE OWNERS OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:

All that certain lot, tract or parcel of land situated in the B.F. BOYDSTUN SURVEY, ABSTRACT NO. 14, City of Rockwall, Rockwall County, Texas, and being all of that 0.97 acres tract of land as described in a Warranty deed from Mario Del Bosque to Kyle Bryan and Haley Brooke Bowen, dated May 19, 2019 and being recorded in Document no. 2019000007530 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the East right-of-way line of Clark Street ( 60' R.O.W. ) at the Southwest corner of the above cited tract of land, said point also being at the Northwest corner of a 0.52 acres tract of land as described in a Contract for deed to David Lecour and Renee Lecour, dated January 15, 1999 and being recorded in Volume 1821, Page 207 of the Real Property Records of Rockwall County, Texas;

THENCE N. 01 deg. 19 min. 59 sec. W. along said right-of-way line, a distance of 150.00 feet to a 1/2" iron rod found for corner at the Northwest corner of said Bryan and Bowen tract and at the southwest corner of Lot 2, Block 1, Clark Street Homesites Addition, an Addition to the City of Rockwall, Texas, according to the plat thereof recorded in Cabinet F, Slide 41 of the Plat Records of Rockwall County, Texas;

THENCE N. 88 deg. 38 min. 00 sec. E. a distance of 283.36 feet to a 1/2" iron rod found for corner at the Northeast corner of said Bryan and Bowen tract;

THENCE S. 00 deg. 39 min. 40 sec. E. a distance of 150.04 feet to a 1/2" iron rod found for corner at the Northeast corner of said Lecour tract;

THENCE S. 88 deg. 38 min. 21 sec. W. a distance of 281.60 feet to the POINT OF BEGINNING and containing 42,375 square feet or 0.97 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 HALEY & KYLE ADDITION, LOTS 1 & 2, BLOCK A, an Addition to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the 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;

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

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

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

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, our 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.

KYLE BRYAN

HALEY BROOKE BOWEN

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared KYLE BRYAN 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: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF ROCKWALL

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

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

Notary Public in and for the State of Texas

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

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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



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

RECOMMENDED FOR FINAL APPROVAL

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

APPROVED

I hereby certify that the above and foregoing plat of KYLE & HALEY ADDITION, LOTS 1 & 2, BLOCK A, an addition to the City of Rockwall, Texas, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

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

Mayor, City of Rockwall

City Secretary City of Rockwall

City Engineer

Date \_\_\_\_\_

FINAL PLAT  
**HALEY & KYLE ADDITION**  
**LOTS 1 & 2, BLOCK A**  
0.97 ACRES OR 42,375 S.F.  
( 2 LOTS )  
B.F. BOYSTON SURVEY  
ABSTRACT NO. 14  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

SHEET 2 OF 2

SYMBOL LEGEND									
⊗	TELEVISION CABLE RISER	⊗	GAS METER	⊗	TEL. RISE	⊗	FIRE HYDRANT	⊗	POWER POLE
⊗	ELEC. BOX	⊗	ELEC. METER	⊗	WATER METER	⊗	UP LIGHT POLE	⊗	1/2" IRON ROD FOUND CORNER
⊗	ELEC. JUNCTION BOX	⊗	EASIMENT LINE	⊗	PROPERTY LINE	⊗	PROPERTY LINE	⊗	PROPERTY LINE
⊗	FENCE	⊗	PROPERTY LINE	⊗	PROPERTY LINE	⊗	PROPERTY LINE	⊗	PROPERTY LINE

SURVEY DATE

OCTOBER 18, 2019

SCALE

1" = 30'

FILE #

20190322-FP

CLIENT

BOWEN

OWNER:  
KYLE BRYAN &  
HALEY BROOKE BOWEN  
401 E. KAUFMAN STREET  
ROCKWALL, TEXAS 75087

H.D. Fetty Land Surveyor, LLC

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

**THIS PAGE INTENTIONALLY LEFT BLANK**



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

---

**TO:** Richard Crowley, City Manager  
**FROM:** Lea Ann Ewing, Purchasing Agent  
**DATE:** November 15, 2019  
**SUBJECT:** Cooperative Purchasing Agreement with the City of Texarkana

---

An Interlocal Purchasing Agreement for participation in a cooperative purchasing program with the City of Texarkana is attached for City Council consideration.

The interlocal agreement provides for cooperative purchasing between the Cities of Rockwall and Texarkana for goods, materials and services. By participating in this cooperative program, cities realize additional savings through economies of scale when utilizing the coop contracts. Another benefit is by piggybacking other cities' contracts we would meet all the formal bidding requirements pertaining to contract purchases and eliminate the cost of the competitive bidding process for the contracted materials and services. The interlocal agreement would remain in effect until terminated by either the City of Rockwall or Texarkana.

The City of Texarkana wishes to piggyback our police motorcycle bid.

Staff asks City Council to consider joining this purchasing cooperative by authorizing the City Manager to execute the cooperative agreement.

STATE OF TEXAS

§

COUNTY OF BOWIE

§

§

## **INTERLOCAL COOPERATION AGREEMENT**

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

### **RECITALS:**

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

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

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

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

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

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

### **ARTICLE I PURPOSE**

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

## **ARTICLE II TERM**

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

## **ARTICLE III TERMINATION**

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

## **ARTICLE IV PURCHASING**

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

## **ARTICLE V MISCELLANEOUS**

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

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

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.



5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Bowie County, Texas.

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

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

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

EXECUTED this 5<sup>th</sup> day of November, 2019.

**CITY OF TEXARKANA, TEXAS**

By: Shirley Jaster  
SHIRLEY JASTER, CITY MANAGER  
220 Texas Blvd  
Texarkana, TX 75503

**ATTEST:**

By: Jennifer Evans  
JENNIFER EVANS, CITY SECRETARY

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF ROCKWALL, TEXAS**

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

**ATTEST:**

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

**THIS PAGE INTENTIONALLY LEFT BLANK**



## MEMORANDUM

---

**TO: Rick Crowley, City Manager**

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

**DATE: November 14, 2019**

**SUBJECT: Proposed 2019 Sanitary Sewer Condition Assessment**

---

The strategic plan associated with the City's Capacity, Management, Operations, and Maintenance (CMOM) Plan presented to the EPA requires that the City must complete a condition assessment of the sewer system within ten years. To develop this strategic initiative, staff and the firm that worked on the CMOM took the information provided through the flow monitoring study conducted in the spring of 2015. The study was divided into 37 basins that were ranked depending on how much inflow and infiltration was detected in rain events.

The strategic initiative consists of a condition assessment of evaluating of the basins that scored the lowest score in the study first. In 2019-2020, the wastewater division proposes to complete condition assessment of five basins that have a total of 134,200 feet of pipe with 407 manholes. The Professional Services Contract for the sanitary sewer condition assessment cost \$156,600.00. The funds are available in the water and sewer operating budget, sewer line repair and replacement. Assessments of these basins will include:

- Manhole inspections
- Smoke testing
- Dye flooding
- Cleaning (City)
- CCTV (City)
- Analysis of any defects
- Mapping
- Cost estimates for repair or rehab
- Data collecting
- Final report

Included in this document is the contract for council considerations for engineering services through Pipeline Analysis, LLC for \$156,600.00, and to authorize the City Manager to execute the contract.

**Professional Services Contract**  
**City of Rockwall**  
**Phase 3**  
**Sanitary Sewer Condition Assessment**  
**Flow Meter Basin**  
**BC08, BC38 and BC46**



City of Rockwall

**November 11, 2019**



**PIPELINE ANALYSIS LLC**  
**1115 Main Street**  
**Garland, Texas 75040**  
**800-637-0164**  
**TBPE Firm No. F-6538**

## **CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

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

WHEREAS, the CITY desires professional engineering services in connection with the Sanitary Sewer Condition Assessment of sewer on a specified portion of the City of Rockwall, Texas, hereinafter called "the PROJECT"; and

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

THE CITY AND ENGINEER AGREE AS FOLLOWS:

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

### **1. SCOPE OF SERVICES**

The scope of Professional Engineering Services to be performed by the ENGINEER shall be as follows:

#### **1.1 Approach to Project**

This project will perform various field testing and inspection of the wastewater collection system within the Study Area as defined on the map included in Exhibit A and prepare a final report that recommend system repairs and estimated costs.

#### **1.2 Detailed Scope of Services**

See Exhibit A attached.

### **2. CITY'S RESPONSIBILITIES**

So as not to delay the services of ENGINEER, the CITY shall do the following in a timely manner:

#### **2.1 Provide Existing Data**

CITY will provide to ENGINEER at no cost those sewer maps and any applicable previous reports. Existing data delivered to the ENGINEER by the CITY remains

the property of the CITY and must be returned to the CITY after completion of the PROJECT.

## **2.2 Provide Access**

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

## **2.3 CITY Representative**

CITY designates the following person as the project representative to act as the contact person on behalf of the CITY.

Rick Sherer  
Water/ Wastewater Manager  
City of Rockwall  
1600 Airport Road  
Rockwall, TX 75087  
972.772.6337

## **2.4 Cleaning and CCTV Inspection**

CITY desires to perform the cleaning and CCTV inspection of sanitary sewers identified by Pipeline Analysis LLC. Pipeline Analysis LLC shall prepare a listing of line segments requiring internal cleaning and CCTV inspection based on field testing and inspection within the study areas. City will perform the cleaning and CCTV of the designated gravity sewers and provide Pipeline Analysis LLC the resulting database and digital video of the inspections where possible and incorporate these findings into the final report. Should the City elect not to perform these work tasks, then Pipeline Analysis LLC will undertake the required cleaning and CCTV inspection at the unit prices presented in Exhibit A Compensation.

# **3. SCHEDULE**

## **3.1 Schedule**

The ENGINEER'S services shall be performed in a timely manner consistent with sound professional practices. The ENGINEER will complete the work according to the schedule presented in Exhibit A.

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the CITY and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the

schedule. Delays in the project critical path caused by review times by the CITY or a permitting agency exceeding those anticipated by the ENGINEER'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

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

### **3.2 Completion of Services**

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

### **3.3 Changes**

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

### **3.4 Written Authorization for Additional Work**

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense or reimbursement in addition to the fees stipulated in Section 4 (Payment for Services) of this CONTRACT, without first having obtained the specific written authority to do so from CITY.

## **4. PAYMENT FOR SERVICES**

### **4.1 Terms**

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

#### ***Basic Engineering Fee:***

Basic Engineering Fee shall mean those expenses incurred by the ENGINEER in prosecuting the PROJECT Scope of Services.

#### ***Reimbursable Expenses***

Not applicable

### ***Additional Services***

Additional services **not** covered under the Scope of Services, will be provided to the CITY on a unit price or lump sum basis. A revised written detailed scope of services for additional services will be provided with the pricing summary. Additional services must be approved by City along with a written notice to proceed.

### ***4.2 Basis and Amount of Compensation for Basic Services***

Compensation for basic services will be as shown in Exhibit A. These services will be billed monthly based on a percentage completed and will not exceed the total presented.

### ***4.3 Basis and Amount of Compensation for Additional Services***

Not applicable. No additional services are anticipated.

### ***4.4 Partial Payments for Services***

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

### ***4.5 Delay***

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

## **5. TERMINATION, SUSPENSIONS OR ABANDONMENT**

### ***5.1 Termination***

The CITY or the ENGINEER may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, CITY shall within thirty (30) calendar days of termination remunerate ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER'S prevailing fee schedule (Exhibit A).



Services shall include those rendered up to the time of termination. All plans, field survey, and other data related to the PROJECT shall become the property of CITY upon termination of the CONTRACT and shall be promptly delivered to CITY in a reasonably organized form. Should CITY subsequently contract with a new Engineer for continuation of services on the PROJECT, ENGINEER shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

## **5.2 Suspension**

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

## **5.3 Abandonment**

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

## **5.4 Failure to Pay**

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

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

# **6. GENERAL CONSIDERATIONS**

## **6.1 Professional Standards**

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

way alter the ENGINEER'S obligations or CITY'S rights thereunder.

## ***6.2 Progress and Performance***

The provisions of this CONTRACT and the compensation to ENGINEER have been agreed to in anticipation of continuous and orderly progress through the completion of the ENGINEER'S services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the ENGINEER has no control. If the ENGINEER'S services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. A delay or suspension shall not terminate this CONTRACT unless ENGINEER elects to terminate in accordance with the provisions of Section 5 of this CONTRACT. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of the ENGINEER, the fees and rates of compensation set forth in Section 4 shall be subject to re-negotiating.

## ***6.3 CITY Control***

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

## ***6.4 Independent Agent***

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

## ***6.5 Compliance with Laws***

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

## ***6.6 No Additional Work Without Authorization***

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT, which would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Article 4 of this CONTRACT, without having first obtained specific written authority therefore from CITY.

## ***6.7 Assignment & Subcontracting***

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

## **6.8 Indemnification**

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

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

## **6.9 Insurance**

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

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

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

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

All policies, except Worker's Compensation and Professional Liability, shall name the CITY as additional insured. All policies shall contain a waiver of subrogation in favor of the CITY and shall require the giving of written notice to CITY at least thirty (30) days

prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt of United States Certified Mail. ENGINEER shall furnish CITY with copies of said policies or certificates evidencing such coverage.

#### **6.10 Property**

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

#### **6.11 Governing Law**

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

## 7. DOCUMENT EXECUTION

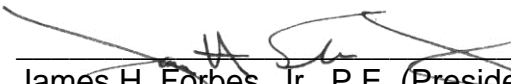
IN WITNESS WHEREOF, the parties have executed this CONTRACT the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**City of Rockwall, Texas  
Rockwall City Hall  
385 South Goliad  
Rockwall, Texas 75087**

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

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

**ENGINEER  
Pipeline Analysis, LLC  
1115 Main Street  
Garland, Texas 75040  
(800)637-0164  
(972)479-0659 FAX**

By:   
\_\_\_\_\_  
James H. Forbes, Jr., P.E. (President)

Date: November 11, 2019

## Exhibit A

# Detailed Scope of Services

The purpose of this project is to perform a condition assessment on a portion of the City of Rockwall wastewater collection system and identify system defects that contribute to wet weather infiltration/inflow. The following summarizes the project tasks and approach to the project:

### TASK 100 MOBILIZATION

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Review all relevant existing materials, previous reports, etc. developed for or by the City of Rockwall.

#### *Deliverable:*

1. Delivery of equipment and personnel
2. Work maps with delineated boundaries

#### *To Be Provided by City:*

1. Previous studies for the service area to be investigated
2. Sewer maps
3. Previous inspection data where available
4. Access for placement of equipment and personnel
5. Copies of all applicable reports, maps and historical data for the study area at no cost to ENGINEER
6. As-built drawings, sewer key maps, street plans, electronic aerial photographs if available and if requested at no cost to ENGINEER

### TASK 200 MANHOLE/PIPE INSPECTION

Manholes can be a significant source of extraneous infiltration/inflow and thereby reduce system wet weather capacity. For this reason, each manhole within the study area is inspected. For the study area designated, field inspection crews will perform an inspection of manholes. The data gathered during this phase of the project will be used to prioritize manholes for rehabilitation and establish the base data necessary to accurately determine mainline sewer rehabilitation alternatives and costs. Other important deliverables resulting from this work task are the updating of the collection system map, determination of debris levels in pipes and verification of pipe sizes. This information is critical in preparing subsequent rehabilitation plans, cleaning requirements to restore capacity and updating of the system maps.

Inspection personnel will use digital cameras during the inspection of all manholes on this project. All

photographs will be included in the field inspection computer database so that a permanent electronic record can be maintained. During inspection, each of the following types of information will be obtained to establish the condition and prioritize least cost repairs:

1. Study Area Designation
2. Manhole/Cleanout ID
3. Inspection Status (buried, could not locate, no access, etc.)
4. Address and Sub-meter GPS coordinate (x,y) of manhole
5. Surface cover, grade, type of cover (paved, yard, etc.)
6. Material of construction – brick, concrete, etc.
7. Area and Internal photo of manhole
8. All incoming and outgoing pipe depths from rim to invert
9. All incoming and outgoing pipe digital photographs
10. Outgoing pipe length
11. Defects – Active, Evidence or No Infiltration/Inflow with digital photographs
12. Field corrections to collection system map

Upon completion of the manhole inspection, a condition assessment will be prepared for inclusion in the final report that will include:

1. Documentation with summary of field observations
2. List of manholes/lines requiring repair/rehabilitation
3. Digital photos
4. Documentation for preparing manhole rehabilitation quantities
5. Field updated map(s)
6. Prioritized Manhole Repair Recommendations and Cost Estimates

*To Be Provided by City:*

1. Current collection system map
2. Access (if requested) to manholes that are buried or could not be opened.
3. Assistance in locating assets (if requested)

*Measurement of Payment:*

Payment for this work task shall be a unit price for each manhole documented. Those manholes that are located, but buried or could not be opened will be noted and a list provided to the City. Manholes that could not be located using metal detectors or probes will be listed as Could Not Located (CNL). CNL manholes will not be billed. The City will provide replacement covers at no cost should a cover be broken while attempting opening.

## TASK 300 SMOKE TESTING/PUBLIC AWARENESS/DATA ENTRY & ANALYSIS

Smoke testing will provide detailed information on wet weather inflow sources for the study area. In order to identify defects in the lines, a non-toxic smoke will be forced into the sewer by high capacity blowers. Data documentation includes measurements from two permanent points and will be sufficient to establish the location of each defect and determine the best repair method and priority. Color digital photographs will be taken to document each defect during the smoke test.

Forty-eight (48) hours prior to testing, door hangers will be used to notify residents. A local telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes through defective plumbing.

### *To Be Provided by City:*

1. Review and approval of Notice to Residents
2. Letter of introduction to be carried by field crews
3. Previous City smoke testing data, if any

### *Deliverables:*

1. Defects listing and database
2. Defect location sketch
3. Digital photographs
4. Smoke Notification Flyers and Notification of Residents
5. Priority ranking of defects (both private and public sector)
6. Repair methods and estimated costs



**Review  
Draft**



## City of Rockwall

For the next few days, inspection crews will conduct a physical survey of the wastewater collection system. Pipeline Analysis will perform this study, which involves opening manholes in the streets and backyard utility easements. Information gained from this study will be used to repair and improve the wastewater collection system.

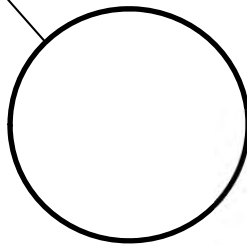
One important task of the survey will be **smoke testing** of sewer lines to locate breaks and defects in the system. During this testing, white smoke will exit through vent pipes on the roofs of homes and through sewer line breaks. **The smoke is non-toxic, leaves no residue, and creates no fire hazard.** The smoke should not enter your home unless defective plumbing exists or drain traps are dry.

If you have seldom-used drains, please pour a gallon of water in the drain to fill the drain trap. This procedure will help prevent the possibility of smoke entering your living areas through those drains.

Field crews will perform testing of all sewers in the area. **At no time will field crews have to enter your business or residence.**

Your cooperation is appreciated. Should you have any additional questions concerning this study or if you desire special assistance, please phone:





City of Rockwall

## **PRUEBAS DE HUMO AVISO A LOS RESIDENTES**

Para los próximos días, los equipos de inspección llevarán a cabo una inspección física de la red de alcantarillado. El Análisis de Pipeline Company, LLC llevará a cabo este estudio bajo contrato con la ciudad de Rockwall. El proyecto consiste en la apertura de pozos en las calles y servidumbres domésticas de servicios públicos. La información obtenida de este estudio se utilizarán para reparar y mejorar el sistema de recolección de aguas residuales.

Una tarea importante de la encuesta serán las pruebas de humo de líneas de alcantarillado para localizar roturas y defectos en el sistema. Durante esta prueba, el humo blanco saldrá a través de tubos de ventilación en los techos de las casas y por medio de saltos de línea de alcantarillado. El humo no es tóxico, no deja ningún residuo, y no crea ningún peligro de incendio. El humo no debe entrar a su casa a menos que exista o plomería defectuosa sifones están secos.

Si ha utilizado muy pocas veces-piso, lavabo, bañera o ducha desagües, por favor, vierta un litro de agua en el desagüe para llenar el sifón. Este procedimiento le ayudará a prevenir la posibilidad de humo introducción de sus áreas vivas a través de los desagües.

El personal de campo se realizan pruebas de todos los desagües de la zona. En ningún momento desplegar los equipos tiene que introducir su negocio o residencia.

Su cooperación es apreciada. Si tiene alguna pregunta adicional sobre este estudio o si desea recibir asistencia especial, por favor llame al:

**972-479-0655**



**Review  
Draft**

## Task 400      Dye Flooding

Pipeline Analysis staff will provide a listing of recommended location(s) for dye water flooding. Dye water flooding can be anticipated to assist in the locating of specific defects during CCTV inspection of specific defects. Non-toxic dye may be introduced as a powder or liquid. Cross-connections, roof drains and area drains that are suspected of being connected to the sanitary sewer may be positively identified using the dye tracer procedure. Internal CCTV inspection, while the dye flooding is taking place, will determine the exact source of the 'cross-connection'.

### *To Be Provided by City:*

1. Cleaning and CCTV crew
2. Water for dye flooding
3. Coordination with Pipeline Analysis

### *To Be Provided by Pipeline Analysis:*

1. Locations for dye water flooding
2. Liquid or powder dye for use by the City
3. Field Forms to be used to document results
4. Documentation of results

## TASK 500 & 600 PREPARATORY CLEANING AND CCTV INSPECTION

Task 500 and 600 will be performed by City crews. Pipeline Analysis staff will prepare a detailed listing of line segments recommended for cleaning and CCTV inspection. Preparatory cleaning shall consist of hydraulic jet cleaning to facilitate the internal CCTV inspection. The City of Rockwall staff will perform this phase of the work in coordination with Pipeline Analysis.

### *To Be Provided by City:*

1. Preparatory cleaning of CCTV pipe segments
2. CCTV inspection of recommended pipe segments
3. Provide CCTV video including:
  - a. Date inspected
  - b. Line segment inspected
  - c. Location (Address) and Asset ID
  - d. Digital video of inspection and written logs of work performed

### *To Be Provided by Pipeline Analysis:*

1. Review video and logs not to exceed 15% of study area linear footage
2. Summary of line segments cleaned and CCTV'd
3. Prepare prioritized mainline rehabilitation plan and estimated costs
4. Incorporate Cleaning and CCTV inspection results into final report

## TASK 700 ADMINISTRATION AND PROJECT MANAGEMENT

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control meetings and reporting. The project schedule will be reviewed and milestones for the completion of each task will be assigned. The project schedule will be reviewed and updated monthly to ensure that all tasks are completed in a timely and organized fashion.

Management work items include:

1. Field crew supervision and project planning
2. Obtain initial maps for field use and verification
3. Prepare cleaning, CCTV and dye flooding documentation for City
4. Prepare monthly billings
5. Schedule equipment and order supplies

Major system deficiencies that are identified during the field inspections that if corrected would result in significant reduction in I/I or is deemed to be of a safety concern will be recorded and forwarded as soon as possible to City's designated project manager. Likewise, should City undertake a major repair within the study area, they will immediately notify ENGINEER to determine the impact on data analysis.

### *Deliverables:*

1. Monthly invoice
2. Status reports
3. Project schedule and updates

### *To Be Provided by City:*

1. All reports or materials deemed necessary by ENGINEER and identified during the course of the project that is not specifically stated above will be provided at no additional cost to the ENGINEER

This project will generate a considerable amount of data that will require proper entry and quality control. Data collection will include the following:

1. All collected defect data will be correlated between sources to address duplicate defects that were identified by different testing methods. Identify duplicate defects to ensure multiple rehabilitation methods are not recommended for the same defect.
2. Much of the baseline data required for rehabilitation decision is gathered during the normal course of field investigations. For example, "area photos" are taken of each manhole in the direction of the outgoing pipe. This photograph not only shows the location of the manhole but also provide data on the line cover and easement conditions.
3. Rehabilitation recommendations will consider the best repair for the particular asset (manhole, pipeline, etc.) being rehabilitated. A long-term least-cost solution may have an initial higher cost, but provide a higher level of service and lower operating and maintenance cost. The supporting data will be provided in electronic format.

*To Be Provided by City:*

- Complaint records and SSO database
- Review and comments on rehabilitation methods, cost estimates, and alternatives
- Engineer will provide electronic files of the City corrected GIS maps in ArcGIS. The City will have the final authority to accept the changes and update their master GIS map files.

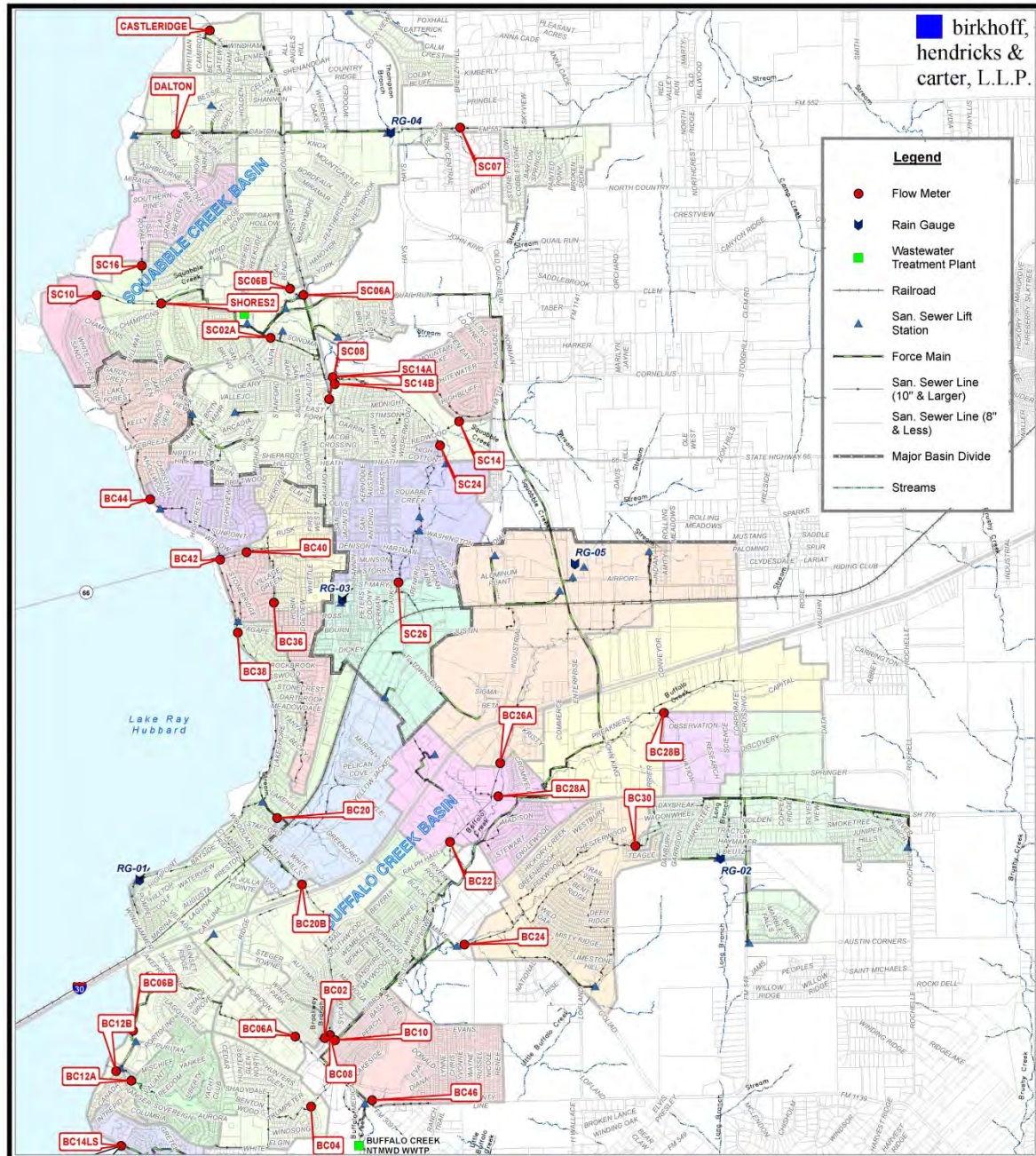
Prepare and submit a Final Report that includes the following:

- Executive Summary
- Description of all tasks
- Manhole and pipe inspection summary/inventory
- Manhole defect summary
- Pipeline defect summary
- Service lateral defect summary
- Smoke test data summary
- Dye Flooding and CCTV data summary
- Recommendations and Cost Estimates for Private and Public sector repairs

Prepare and submit three (3) Final Reports and electronic database.



# Study Area Map Flow Meter Basin BC08, BC38 AND BC46





City of Rockwall

**2015 WASTEWATER FLOW MONITORING STUDY**

**Flow Meter  
& Rain Gauge  
Overview Map**

C:\Projects\Rockwall\2015113 WW Flow Monitoring\Report Figures.mxd

# Condition Assessment Priority Ranking

<div>  <div> <div>Proposed</div> <div>Complete</div> <div>Pending</div> </div> <div> <div>City of Rockwall</div> <div> <div>10 Year Condition Assessment CMOM Program</div> <div>Priority Ranking of Meter Basins</div> <div>2015 Wastewater Flow Monitoring Study - Birkhoff, Hendricks &amp; Carter, LLP</div> </div> <div>  </div> </div> </div>																
Meter Basin	RDII (mg)	Pipe (l.f.)	Manholes	RDII/Linear Foot	RDII Ranking	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
SC26	0.51	21,915	66	23.27	1	21,915										
BC206	1.76	119,423	362	14.74	2			119,423								
BC06A	0.33	22,548	232	14.64	3		22,548									
SC06B	0.11	8,527	26	12.90	4		8,527									
BC10	0.49	42,097	128	11.64	5		42,097									
BC08	0.48	45,259	137	10.61	6				45,259							
BC46	0.50	48,992	148	10.21	7				48,992							
BC38	0.39	39,947	121	9.76	8				39,947							
BC42	0.25	26,060	79	9.59	9		26,060									
SC08	0.46	48,246	146	9.53	10					48,246						
SC14AB	0.31	33,192	101	9.34	11					33,192						
SC24	0.37	45,123	137	8.20	12					45,123						
BC28A	0.22	27,135	82	8.11	13						27,135					
BC28B	0.06	7,920	24	7.58	14						7,920					
SC14	0.11	14,724	45	7.47	15						14,724					
BC04	0.18	24,305	74	7.41	16						24,305					
BC40	0.22	30,832	93	7.14	17						30,832					
BC20	0.15	22,751	69	6.59	18						22,751					
BC44	0.21	32,812	99	6.40	19							32,812				
SC02A	0.31	48,943	148	6.33	20							48,943				
BC02	0.12	19,463	59	6.17	21							19,463				
SC10	0.06	11,174	34	5.37	22							11,174				
BC26A	0.29	59,525	180	4.87	23								59,525			
BC30	0.31	72,994	221	4.25	24								72,994			
SC16	0.08	20,323	62	3.94	25									20,323		
BC12B	0.05	13,290	40	3.76	26										13,290	
SHORES2	0.20	55,232	167	3.62	27										55,232	
BC12A	0.16	46,198	140	3.46	28										46,198	
BC24	0.16	52,277	158	3.06	29											52,277
BC06B	0.06	20,108	61	2.98	30											20,108
BC14	0.10	34,103	103	2.93	31											34,103
DALTON	0.05	18,598	56	2.69	32											18,598
BC22	0.11	45,170	137	2.44	33											45,170
SC06A	0.10	43,218	131	2.31	34											43,218
BC36	0.05	22,340	68	2.24	35											22,340
SC07	0.05	23,299	71	2.15	36											23,299
CRIDGE	0.02	11,551	35	1.73	37											11,551
Total		1,279,614	4,042			21,915	99,232	119,423	134,198	126,561	127,667	112,392	132,519	121,753	138,376	145,578

## Study Area Quantities

407 Manholes  
134,200 Liner Feet Mainline

## Compensation Sewer System Evaluation Survey

### Sanitary Sewer Evaluation Survey Year 3 Condition Assessment Basins BC08, BC38 and BC46

Task	Description	Estimated Quantity	Unit Price	Total
100	Mobilization	L.S.	L.S.	\$ 1,684
200	Manhole/Pipe Inspection -(100%)	407	\$ 108	\$ 43,956
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)	134,200	\$ 0.60	\$ 80,520
400	Dye Flooding	13	\$ 260	\$ 3,380
500*	Preparatory Cleaning	0	\$ 2.92	\$ -
600	CCTV Inspection	0	\$ 2.12	\$ -
700	Admin.,Project Mgt.	L.S.	L.S.	\$ 4,260
800	Defect Analysis/Rehab.	L.S.	L.S.	\$ 4,800
900	Database, Cost Estimates, Mapping, Final Reports	L.S.	L.S.	\$ 18,000
<b>Total Not To Exceed (City performs Cleaning &amp; CCTV)</b>				<b>\$ 156,600</b>

## Project Schedule Sewer System Evaluation Survey

Task	Description	Month									
		1	2	3	4	5	6	7	8	9	10
100	Mobilization										
200	Manhole/Pipe Inspection -(100%)										
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)										
400*	Dye Flooding										
500*	Preparatory Cleaning										
600*	CCTV Inspection										
700	Admin.,Project Mgt.										
800	Defect Analysis/Rehab.										
900	Database, Cost Estimates, Mapping, Final Reports										

\*Note: By City of Rockwall



**THIS PAGE INTENTIONALLY LEFT BLANK**



## MEMORANDUM

---

**TO:** Rick Crowley, City Manager

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

**DATE:** November 12, 2018

**SUBJECT:** Construction Contract for St. Mary Street, Bost Street, and Sherman Street Water Line and Wastewater Line Replacement Project

---

The existing water and sanitary sewer pipes in St. Mary's Street, Bost Street, and Sherman Street were installed prior to 1970 and are in need of replacement. The existing water lines in these streets consist of one-inch (1") poly lines and two-inch (2") cast iron lines that do not have any fire hydrants installed on them. The proposed replacement water lines will be constructed using a minimum of eight-inch (8") PVC pipe and have fire hydrants installed every four hundred feet (400') and at each street intersection. This proposed design will meet the current engineering standards. The eight-inch (8") water line with fire hydrants will improve water circulation, assist with the water quality, and provide better fire protection. The proposed eight-inch (8") sanitary sewer lines will be replacing existing four-inch (4") cast iron pipes. St. Mary's Street, Bost Street, and Sherman Street are asphalt roadways in need of repair and are on schedule to be rehabilitated after this project is to be complete as part of this fiscal year's Street Department's rehabilitation projects.

The City hired BW2 Engineers, Inc. to provide the engineering design and specifications for St. Mary Street, Bost Street, and Sherman Street Water Line and Wastewater Line Replacement Project. Ten (10) bids for construction were received and opened on November 5, 2019. The low bidder is Pittard Construction Company, Inc. with a Bid of \$827,282.00. The engineering consultants have verified Pittard Construction Company, Inc. references and provided a letter of recommendation. Funding will be provided through the the Water / Sewer Fund.

Staff requests City Council consider approval of the St. Mary Street, Bost Street, and Sherman Street Water Line and Wastewater Line Replacement Project and authorize the City Manager to execute a contract with Pittard Construction Company, Inc. in an amount of \$827,282.00, to be funded by the Water / Sewer Fund, and take any action necessary.

AW:jw

Attachments

Cc: Joey Boyd, Assistant City Manager  
Jeremy White, P.E., CFM, Civil Engineer  
Billy Chaffin, Manager Streets and Drainage  
Rick Sherer, Manager Water/Wastewater  
File



## BW2 ENGINEERS, INC.

November 11, 2019

Mr. Jeremy M. White, P.E., CFM  
Civil Engineer  
City of Rockwall  
385 S. Goliad  
Rockwall, TX 75087

Re: St. Mary Street, Bost Street, and Sherman Street  
Water Line and Wastewater Line Replacement Project  
Letter of Recommendation

Dear Jeremy:

Bids were received by the City for the above-referenced project on Tuesday, November 5, 2019. There were ten responsive bids submitted. Several very good bids were received. Pittard Construction Company, Inc. submitted the low bid, with a bid amount of \$827,282.00. The engineer's construction cost estimate, based on the plans as bid, was \$1,071,779.

Pittard Construction provided some background information on their firm. The information provided included a list of equipment owned and operated by the company, some recent projects worked on by the company, and references associated with those projects. Based on the information provided, we were able to confirm that Pittard Construction has done a substantial amount of work for the cities in the area. We contacted several of the references and received positive responses from all of the references contacted.

Based on the information received from Pittard Construction, their experience working on similar projects in the area, and the positive comments received from references, it is recommended that the above-referenced project be awarded to Pittard Construction Company, Inc.

If you have any questions or need anything further, please let us know.

Sincerely,

A handwritten signature in blue ink that reads 'Michael R. Burge'.

Michael R. Burge, P.E.  
Project Manager

MRB:mrb

CITY OF ROCKWALL  
WATER LINE AND WASTEWATER LINE REPLACEMENT PROJECT  
(ST. MARY STREET, BOST STREET AND SHERMAN STREET)

				(ST. MARY STREET, BOST STREET AND SHERMAN STREET)									
Bid Opening: Tuesday, November 5, 2:00 p.m.													
ITEM NO.	DESCRIPTION	UNIT	BID TOTAL	Pittard Construction		Reytech Services, LLC		Aushill Construction, LLC		KIK Underground, LLC		Atkins Bros. Equip. Co, Inc	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
SCHEDULE "A" - DEMOLITION/PREPARATION/CONTROLS													
1	Mobilization, Bonds, Insurance and Permitting	L.S.	1	\$ 40,000.00	\$ 40,000.00	\$ 63,480.00	\$ 63,480.00	\$ 30,000.00	\$ 30,000.00	\$ 24,000.00	\$ 24,000.00	\$ 15,000.00	\$ 15,000.00
2	All Traffic Control Measures	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 16,732.50	\$ 16,732.50	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3	Temporary Erosion Control	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 31,326.00	\$ 31,326.00	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00
4	Unclassified Excavation	C.Y.	450	\$ 35.00	\$ 15,750.00	\$ 34.68	\$ 15,606.00	\$ 25.00	\$ 11,250.00	\$ 25.00	\$ 11,250.00	\$ 40.00	\$ 18,000.00
5	Sawcut, Remove and Dispose Existing Asphalt Street Pavement	S.Y.	2,010	\$ 10.00	\$ 20,100.00	\$ 5.26	\$ 10,572.60	\$ 10.00	\$ 20,100.00	\$ 10.00	\$ 20,100.00	\$ 7.00	\$ 14,070.00
6	Sawcut, Remove and Replace Existing 6" Asphalt Street Pvmnt and Subgrade	S.Y.	110	\$ 150.00	\$ 16,500.00	\$ 63.64	\$ 7,000.40	\$ 80.00	\$ 8,800.00	\$ 100.00	\$ 11,000.00	\$ 7.00	\$ 770.00
7	Sawcut, Remove and Replace Existing 6" Concrete Driveway Pavement	S.Y.	10	\$ 200.00	\$ 2,000.00	\$ 77.07	\$ 770.70	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 7.00	\$ 70.00
8	Furnish and Install 12" Flex Base	S.Y.	2,010	\$ 12.50	\$ 25,125.00	\$ 25.26	\$ 50,772.60	\$ 20.00	\$ 40,200.00	\$ 25.00	\$ 50,250.00	\$ 25.00	\$ 50,250.00
9	Sawcut, Remove and Replace Existing Concrete Curb, Gutter and Subgrade	L.F.	28	\$ 95.00	\$ 2,660.00	\$ 41.84	\$ 1,171.52	\$ 100.00	\$ 2,800.00	\$ 60.00	\$ 1,680.00	\$ 64.00	\$ 1,792.00
10	Remove and Dispose of Existing Sanitary Sewer Pipe	L.F.	200	\$ 10.00	\$ 2,000.00	\$ 7.07	\$ 1,414.00	\$ 10.00	\$ 2,000.00	\$ 8.00	\$ 1,600.00	\$ 10.00	\$ 2,000.00
11	Remove and Replace Existing Road Sign	EA.	1	\$ 500.00	\$ 500.00	\$ 255.30	\$ 255.30	\$ 1,000.00	\$ 1,000.00	\$ 915.00	\$ 915.00	\$ 200.00	\$ 200.00
12	Furnish and Install Trench Safety System	L.F.	4,070	\$ 1.50	\$ 6,105.00	\$ 1.37	\$ 5,575.90	\$ 1.00	\$ 4,070.00	\$ 1.00	\$ 4,070.00	\$ 1.00	\$ 4,070.00
13	Remove and Replace Existing Post Mailbox	EA.	4	\$ 300.00	\$ 1,200.00	\$ 405.38	\$ 1,621.52	\$ 500.00	\$ 2,000.00	\$ 350.00	\$ 1,400.00	\$ 200.00	\$ 800.00
14	Perform Potholing on Exisiting Water Line	EA.	8	\$ 1,500.00	\$ 12,000.00	\$ 957.38	\$ 7,659.04	\$ 2,000.00	\$ 16,000.00	\$ 2,000.00	\$ 16,000.00	\$ 600.00	\$ 4,800.00
15	Perform Potholing on Existing Sanitary Sewer Line	EA.	2	\$ 2,500.00	\$ 5,000.00	\$ 1,276.50	\$ 2,553.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 600.00	\$ 1,200.00
16	Perform Potholing on Existing Storm Sewer Line	EA.	4	\$ 2,500.00	\$ 10,000.00	\$ 765.90	\$ 3,063.60	\$ 2,000.00	\$ 8,000.00	\$ 2,000.00	\$ 8,000.00	\$ 600.00	\$ 2,400.00
17	Furnish and Install Block Sodding	S.Y.	4,000	\$ 7.50	\$ 30,000.00	\$ 6.19	\$ 24,760.00	\$ 12.00	\$ 48,000.00	\$ 8.00	\$ 32,000.00	\$ 17.00	\$ 68,000.00
SCHEDULE "A" TOTAL:					\$ 216,940.00		\$ 244,334.68		\$ 224,220.00		\$ 203,765.00		\$ 198,422.00
SCHEDULE "B" - WATER													
18	Cut/Remove Exist 8" WL to install 1-8"x 8" Tee and 2-8"Valves	EA.	1	\$ 4,500.00	\$ 4,500.00	\$ 6,853.22	\$ 6,853.22	\$ 3,500.00	\$ 3,500.00	\$ 4,893.00	\$ 4,893.00	\$ 2,000.00	\$ 2,000.00
19	Cut/Remove Exist 8" WL to install 1-8'x 8' Tee and 1-8" Valve	EA.	1	\$ 3,500.00	\$ 3,500.00	\$ 3,245.28	\$ 3,245.28	\$ 2,500.00	\$ 2,500.00	\$ 3,450.00	\$ 3,450.00	\$ 2,000.00	\$ 2,000.00
20	Cut/Remove Exist 6" WL to install 1-6" 90 Degree Bend	EA.	1	\$ 1,500.00	\$ 1,500.00	\$ 1,024.72	\$ 1,024.72	\$ 1,200.00	\$ 1,200.00	\$ 812.00	\$ 812.00	\$ 2,000.00	\$ 2,000.00
21	Remove Exist 8" Plug to install 1-8" 11 1/4 Degree Bend, Connect to Exist 8"WL	EA.	1	\$ 2,000.00	\$ 2,000.00	\$ 2,182.33	\$ 2,182.33	\$ 1,200.00	\$ 1,200.00	\$ 857.00	\$ 857.00	\$ 500.00	\$ 500.00
22	Connect to Exist 8" WL @ Location of Exisitng 8" Valve	EA.	2	\$ 2,000.00	\$ 4,000.00	\$ 1,935.04	\$ 3,870.08	\$ 1,500.00	\$ 3,000.00	\$ 1,007.00	\$ 2,014.00	\$ 4,000.00	\$ 8,000.00
23	Furnish/Install 8" AWWA C900 DR-14 (with Class "B-3" Embedment)	L.F.	2,370	\$ 45.00	\$ 106,650.00	\$ 40.16	\$ 95,179.20	\$ 55.00	\$ 130,350.00	\$ 77.00	\$ 182,490.00	\$ 75.00	\$ 177,750.00
24	Furnish/Install 8" AWWA C900 DR-14 (by Wet Bore)	L.F.	72	\$ 60.00	\$ 4,320.00	\$ 161.15	\$ 11,602.80	\$ 300.00	\$ 21,600.00	\$ 202.00	\$ 14,544.00	\$ 190.00	\$ 13,680.00
25	Furnish/Install 8" AWWA C900 Dr-14 (with 14" Steel Casing) by Open Cut	L.F.	40	\$ 90.00	\$ 3,600.00	\$ 131.70	\$ 5,268.00	\$ 150.00	\$ 6,000.00	\$ 117.55	\$ 4,702.00	\$ 115.00	\$ 4,600.00
26	Furnish/Install 6" AWWA C900 DR-14 (with Class "B-3" Embedment	L.F.	36	\$ 40.00	\$ 1,440.00	\$ 23.53	\$ 847.08	\$ 50.00	\$ 1,800.00	\$ 54.00	\$ 1,944.00	\$ 71.00	\$ 2,556.00
27	Furnish/Install 8" Mechanical Joint Plug	EA.	1	\$ 300.00	\$ 300.00	\$ 544.96	\$ 544.96	\$ 500.00	\$ 500.00	\$ 230.00	\$ 230.00	\$ 200.00	\$ 200.00
28	Furnish/Install 8"x8" Cross	EA.	2	\$ 1,500.00	\$ 3,000.00	\$ 1,289.02	\$ 2,578.04	\$ 750.00	\$ 1,500.00	\$ 885.00	\$ 1,770.00	\$ 300.00	\$ 600.00
29	Furnish/Install 8"x8"Tee	EA.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,017.34	\$ 1,017.34	\$ 500.00	\$ 500.00	\$ 657.00	\$ 657.00	\$ 350.00	\$ 350.00
30	Furnish/Install 8"x 6" Tee	EA.	5	\$ 1,000.00	\$ 5,000.00	\$ 935.90	\$ 4,679.50	\$ 600.00	\$ 3,000.00	\$ 588.00	\$ 2,940.00	\$ 350.00	\$ 1,750.00
31	Furnish/Install 8" 45 Degree Bend	EA.	2	\$ 1,000.00	\$ 2,000.00	\$ 755.79	\$ 1,511.58	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00	\$ 175.00	\$ 350.00
32	Furnish/Install 8" 22 1/2 Degree Bend	EA.	2	\$ 750.00	\$ 1,500.00	\$ 751.44	\$ 1,502.88	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00
33	Furnish/Install 8" 11 1/4 Degree Bend	EA.	12	\$ 750.00	\$ 9,000.00	\$ 734.66	\$ 8,815.92	\$ 300.00	\$ 3,600.00	\$ 500.00	\$ 6,000.00	\$ 200.00	\$ 2,400.00
34	Furnish/Install 8" x 6" Reducer	EA.	1	\$ 750.00	\$ 750.00	\$ 671.03	\$ 671.03	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00
35	Furnich/Install 8" Gate Valve	EA.	9	\$ 2,000.00	\$ 18,000.00	\$ 1,952.10	\$ 17,568.90	\$ 1,500.00	\$ 13,500.00	\$ 1,517.00	\$ 13,653.00	\$ 2,000.00	\$ 18,000.00
36	Furnish/Install 6" Gate Valve	EA.	1	\$ 1,500.00	\$ 1,500.00	\$ 1,470.87	\$ 1,470.87	\$ 1,200.00	\$ 1,200.00	\$ 1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00
37	CutOut/Remove Exist 2"WL to install 2" 90 Degree Bend and 1-8"x 2" Reducer	EA.	5	\$ 750.00	\$ 3,750.00	\$ 2,087.14	\$ 10,435.70	\$ 1,000.00	\$ 5,000.00	\$ 902.00	\$ 4,510.00	\$ 500.00	\$ 2,500.00
38	Cut and Plug Exist 2" WL	EA.	1	\$ 500.00	\$ 500.00	\$ 291.25	\$ 291.25	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00
39	Cut and Plug Exist 8" WL	EA.	2	\$ 750.00	\$ 1,500.00	\$ 821.69	\$ 1,643.38	\$ 750.00	\$ 1,500.00	\$ 600.00	\$ 1,200.00	\$ 1,000.00	\$ 2,000.00
40	Close Existing Valve, Remove Riser and Bury Valve	EA.	2	\$ 500.00	\$ 1,000.00	\$ 276.00	\$ 552.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00
41	Furnish/Install 1" Water Service, Meter Box and Meter (Short)	EA.	15	\$ 1,200.00	\$ 18,000.00	\$ 1,204.17	\$ 18,062.55	\$ 1,500.00	\$ 22,500.00	\$ 1,080.00	\$ 16,200.00	\$ 1,000.00	\$ 15,000.00

CITY OF ROCKWALL													
WATER LINE AND WASTEWATER LINE REPLACEMENT PROJECT													
(ST. MARY STREET, BOST STREET AND SHERMAN STREET)													
ITEM NO.	DESCRIPTION	UNIT	BID TOTAL	Pittard Construction		Reytech Services, LLC		Aushill Construction, LLC		KIK Underground, LLC		Atkins Bros. Equip. Co, Inc	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
42	Furnish/Install 1" Water Service, Meter Box and Meter (Long)	EA.	9	\$ 1,750.00	\$ 15,750.00	\$ 1,366.60	\$ 12,299.40	\$ 1,600.00	\$ 14,400.00	\$ 1,091.00	\$ 9,819.00	\$ 1,200.00	\$ 10,800.00
43	Furnish/Install 1" Water Service and Meter Box (Long)	EA.	2	\$ 2,000.00	\$ 4,000.00	\$ 1,374.38	\$ 2,748.76	\$ 1,000.00	\$ 2,000.00	\$ 1,250.00	\$ 2,500.00	\$ 1,100.00	\$ 2,200.00
	SCHEDULE "B" TOTAL:				\$ 218,060.00		\$ 216,466.77		\$ 243,450.00		\$ 279,585.00		\$ 271,936.00
SCHEDULE "C" - WASTEWATER													
44	Furnish/Install 4' Diameter Manhole over Existing SS Line (0' to 6' Depth)	EA.	2	\$ 6,500.00	\$ 13,000.00	\$ 5,614.74	\$ 11,229.48	\$ 7,000.00	\$ 14,000.00	\$ 3,478.00	\$ 6,956.00	\$ 7,000.00	\$ 14,000.00
45	Furnish/Install 4' Diameter Manhole (0 to 6' Depth)	EA.	6	\$ 5,500.00	\$ 33,000.00	\$ 4,799.74	\$ 28,798.44	\$ 5,000.00	\$ 30,000.00	\$ 2,641.00	\$ 15,846.00	\$ 7,000.00	\$ 42,000.00
46	Furnish/Install 6' Dia. Manhole with Drop Connect. (Internal) (0' to 6' Depth)	EA.	2	\$ 10,500.00	\$ 21,000.00	\$ 10,033.67	\$ 20,067.34	\$ 8,000.00	\$ 16,000.00	\$ 4,555.00	\$ 9,110.00	\$ 13,000.00	\$ 26,000.00
47	Furnish/Install Add. Height to Body of Manhole for Adj. of 4' Dia. Manhole over 6' in Depth	V.F.	21	\$ 500.00	\$ 10,500.00	\$ 844.40	\$ 17,732.40	\$ 500.00	\$ 10,500.00	\$ 300.00	\$ 6,300.00	\$ 300.00	\$ 6,300.00
48	Furnish/Install Add. Height to Body of Manhole for Adj. of 6' Dia. Manhole over 6' in Depth	V.F.	12	\$ 750.00	\$ 9,000.00	\$ 1,112.37	\$ 13,348.44	\$ 750.00	\$ 9,000.00	\$ 600.00	\$ 7,200.00	\$ 400.00	\$ 4,800.00
49	Furnish/Install 8" SDR 26 PVC SS (with Class H Embedment)	L.F.	431	\$ 75.00	\$ 32,325.00	\$ 40.79	\$ 17,580.49	\$ 65.00	\$ 28,015.00	\$ 70.00	\$ 30,170.00	\$ 115.00	\$ 49,565.00
50	Furnish/Install 8" SDR 26 PVC SS (with 14" Steel Casing)	EA.	20	\$ 275.00	\$ 5,500.00	\$ 1,113.01	\$ 22,260.20	\$ 400.00	\$ 8,000.00	\$ 260.00	\$ 5,200.00	\$ 220.00	\$ 4,400.00
51	Furnish/Install 8" SDR 35 PVC SS (with Class H Embedment)	L.F.	1,076	\$ 75.00	\$ 80,700.00	\$ 38.49	\$ 41,415.24	\$ 55.00	\$ 59,180.00	\$ 73.25	\$ 78,817.00	\$ 135.00	\$ 145,260.00
52	Furnish/Install 8" SDR 35 PVC SS (with Class G Embedment)	L.F.	17	\$ 125.00	\$ 2,125.00	\$ 57.69	\$ 980.73	\$ 200.00	\$ 3,400.00	\$ 99.00	\$ 1,683.00	\$ 175.00	\$ 2,975.00
53	Furnish/Install 8" SDR 35 PVC SS (by Wet Bore)	L.F.	15	\$ 75.00	\$ 1,125.00	\$ 301.26	\$ 4,518.90	\$ 300.00	\$ 4,500.00	\$ 246.00	\$ 3,690.00	\$ 220.00	\$ 3,300.00
54	Cut and Plug Existing 8" San Sew. Line	EA.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,515.38	\$ 1,515.38	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 200.00	\$ 200.00
55	Connect New 8" PVC Sew to Exist 6" VCP Sew, including Non-Shear Couplling and Concrete Collar	EA.	1	\$ 2,500.00	\$ 2,500.00	\$ 1,608.11	\$ 1,608.11	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
56	Abandon Sewer Manhole	EA.	4	\$ 1,500.00	\$ 6,000.00	\$ 2,214.90	\$ 8,859.60	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00
57	Furnish/Install 4" San Sew Service (Long), including One Way Cleanout and Connection to Main Line	EA.	15	\$ 1,500.00	\$ 22,500.00	\$ 977.65	\$ 14,664.75	\$ 900.00	\$ 13,500.00	\$ 1,000.00	\$ 15,000.00	\$ 1,700.00	\$ 25,500.00
58	Furnish/Install 4" San Sew Service (Long), including Double Way Cleanout and Connection to Main Line	EA.	4	\$ 1,750.00	\$ 7,000.00	\$ 1,205.15	\$ 4,820.60	\$ 900.00	\$ 3,600.00	\$ 1,250.00	\$ 5,000.00	\$ 1,800.00	\$ 7,200.00
59	Furnish/Install 4" San Sew Service (Short), including One Way Cleanout and Connection to Main Line	EA.	12	\$ 1,000.00	\$ 12,000.00	\$ 749.69	\$ 8,996.28	\$ 800.00	\$ 9,600.00	\$ 775.00	\$ 9,300.00	\$ 1,600.00	\$ 19,200.00
	SCHEDULE "C" TOTAL:				\$ 259,275.00		\$ 218,396.38		\$ 214,295.00		\$ 200,072.00		\$ 354,200.00
SCHEDULE "D" - CONTINGENCY													
60	Construction Contingency	L.S.	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
	SCHEDULE "D" TOTAL:				\$ 75,000.00		\$ 75,000.00		\$ 75,000.00		\$ 75,000.00		\$ 75,000.00
	BASE BID TOTALS:				\$ 769,275.00		\$ 754,197.83		\$ 756,965.00		\$ 758,422.00		\$ 899,558.00
Add Alternate No. 1													
1-A-1	Additional Cost for Furnish/Install 4' Dia Polymer Concrete Manhole over Exist San Sew Line (0' to 6' in Depth)	EA.	2	\$ 4,295.00	\$ 8,590.00	\$ 5,960.00	\$ 11,920.00	\$ 12,000.00	\$ 24,000.00	\$ 10,865.00	\$ 21,730.00	\$ 2,000.00	\$ 4,000.00
1-A-2	Additional Cost for Furnish/Install 4' Dia Polymer Concrete Manhole (0' to 6' in Depth)	EA.	6	\$ 4,072.00	\$ 24,432.00	\$ 5,210.00	\$ 31,260.00	\$ 10,000.00	\$ 60,000.00	\$ 10,512.00	\$ 63,072.00	\$ 2,000.00	\$ 12,000.00
1-A-3	Additional Cost for Furnish/Install 6' Dia Polymer Concrete Manhole with Drop Connection (Internal) (0' to 6' in Depth)	EA.	2	\$ 5,120.00	\$ 10,240.00	\$ 12,100.00	\$ 24,200.00	\$ 17,500.00	\$ 35,000.00	\$ 21,615.00	\$ 43,230.00	\$ 4,000.00	\$ 8,000.00
1-A-4	Furnish/Install Additional Height to Body of Manhole for Adjustment of 4' Dia Manhole over 6' in Depth	V.F.	21	\$ 385.00	\$ 8,085.00	\$ 410.00	\$ 8,610.00	\$ 500.00	\$ 10,500.00	\$ 1,261.00	\$ 26,481.00	\$ 400.00	\$ 8,400.00
1-A-5	Furnish/Install Additional Height to Body of Manhole for Adjustment of 6' Dia Manhole over 6' in Depth	V.F.	12	\$ 555.00	\$ 6,660.00	\$ 655.00	\$ 7,860.00	\$ 750.00	\$ 9,000.00	\$ 1,800.00	\$ 21,600.00	\$ 300.00	\$ 3,600.00
	Total Add Alternate No. 1				\$ 58,007.00		\$ 83,850.00		\$ 138,500.00		\$ 176,113.00		\$ 36,000.00
	Base Bid and Add Alternate No. 1 Total				\$ 827,282.00		\$ 838,047.83		\$ 895,465.00		\$ 934,535.00		\$ 935,558.00

CITY OF ROCKWALL													
WATER LINE AND WASTEWATER LINE REPLACEMENT PROJECT													
(ST. MARY STREET, BOST STREET AND SHERMAN STREET)													
ITEM NO.	DESCRIPTION	UNIT	BID TOTAL	Quality Excavation, LTD		ANA Site Construction		Joe Funk Construction		Moss Utilities, LLC		Canary Construction, Inc	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
SCHEDULE "A" - DEMOLITION/PREPARATION/CONTROLS													
1	Mobilization, Bonds, Insurance and Permitting	L.S.	1	\$ 75,000.00	\$ 75,000.00	\$ 45,800.00	\$ 45,800.00	\$ 52,000.00	\$52,000.00	\$ 42,500.00	\$42,500.00	\$ 60,000.00	\$60,000.00
2	All Traffic Control Measures	L.S.	1	\$ 36,000.00	\$ 36,000.00	\$ 19,780.00	\$ 19,780.00	\$ 24,375.00	\$24,375.00	\$ 9,000.00	\$9,000.00	\$ 5,600.00	\$5,600.00
3	Temporary Erosion Control	L.S.	1	\$ 29,750.00	\$ 29,750.00	\$ 18,980.00	\$ 18,980.00	\$ 19,175.00	\$19,175.00	\$ 20,091.00	\$20,091.00	\$ 7,500.00	\$7,500.00
4	Unclassified Excavation	C.Y.	450	\$ 28.70	\$ 12,915.00	\$ 22.00	\$ 9,900.00	\$ 38.47	\$17,311.50	\$ 34.00	\$15,300.00	\$ 90.00	\$40,500.00
5	Sawcut, Remove and Dispose Existing Asphalt Street Pavement	S.Y.	2,010	\$ 10.50	\$ 21,105.00	\$ 11.00	\$ 22,110.00	\$ 38.47	\$77,324.70	\$ 16.00	\$32,160.00	\$ 95.00	\$190,950.00
6	Sawcut, Remove and Replace Existing 6" Asphalt Street Pvmnt and Subgrade	S.Y.	110	\$ 11.50	\$ 1,265.00	\$ 100.00	\$ 11,000.00	\$ 96.97	\$10,666.70	\$ 86.00	\$9,460.00	\$ 110.00	\$12,100.00
7	Sawcut, Remove and Replace Existing 6" Concrete Driveway Pavement	S.Y.	10	\$ 47.30	\$ 473.00	\$ 400.00	\$ 4,000.00	\$ 227.50	\$2,275.00	\$ 300.00	\$3,000.00	\$ 155.00	\$1,550.00
8	Furnish and Install 12" Flex Base	S.Y.	2,010	\$ 25.35	\$ 50,953.50	\$ 22.00	\$ 44,220.00	\$ 26.00	\$52,260.00	\$ 27.00	\$54,270.00	\$ 50.00	\$100,500.00
9	Sawcut, Remove and Replace Existing Concrete Curb, Gutter and Subgrade	L.F.	28	\$ 15.00	\$ 420.00	\$ 100.00	\$ 2,800.00	\$ 15.60	\$436.80	\$ 65.00	\$1,820.00	\$ 65.00	\$1,820.00
10	Remove and Dispose of Existing Sanitary Sewer Pipe	L.F.	200	\$ 14.60	\$ 2,920.00	\$ 30.00	\$ 6,000.00	\$ 26.00	\$5,200.00	\$ 10.00	\$2,000.00	\$ 55.00	\$11,000.00
11	Remove and Replace Existing Road Sign	EA.	1	\$ 706.00	\$ 706.00	\$ 690.00	\$ 690.00	\$ 455.00	\$455.00	\$ 1,500.00	\$1,500.00	\$ 900.00	\$900.00
12	Furnish and Install Trench Safety System	L.F.	4,070	\$ 1.50	\$ 6,105.00	\$ 3.00	\$ 12,210.00	\$ 6.50	\$26,455.00	\$ 1.50	\$6,105.00	\$ 2.00	\$8,140.00
13	Remove and Replace Existing Post Mailbox	EA.	4	\$ 180.00	\$ 720.00	\$ 1,200.00	\$ 4,800.00	\$ 325.00	\$1,300.00	\$ 75.00	\$300.00	\$ 400.00	\$1,600.00
14	Perform Potholing on Exisiting Water Line	EA.	8	\$ 750.00	\$ 6,000.00	\$ 1,400.00	\$ 11,200.00	\$ 2,405.00	\$19,240.00	\$ 350.00	\$2,800.00	\$ 1,250.00	\$10,000.00
15	Perform Potholing on Existing Sanitary Sewer Line	EA.	2	\$ 1,000.00	\$ 2,000.00	\$ 2,800.00	\$ 5,600.00	\$ 2,600.00	\$5,200.00	\$ 350.00	\$700.00	\$ 1,250.00	\$2,500.00
16	Perform Potholing on Existing Storm Sewer Line	EA.	4	\$ 1,000.00	\$ 4,000.00	\$ 1,400.00	\$ 5,600.00	\$ 1,950.00	\$7,800.00	\$ 350.00	\$1,400.00	\$ 1,250.00	\$5,000.00
17	Furnish and Install Block Sodding	S.Y.	4,000	\$ 11.50	\$ 46,000.00	\$ 4.00	\$ 16,000.00	\$ 6.50	\$26,000.00	\$ 7.50	\$30,000.00	\$ 8.00	\$32,000.00
	SCHEDULE "A" TOTAL:				\$ 296,332.50		\$ 240,690.00		\$347,474.70		\$232,406.00		\$491,660.00
SCHEDULE "B" - WATER													
18	Cut/Remove Exist 8" WL to install 1-8"x 8" Tee and 2-8"Valves	EA.	1	\$ 5,800.00	\$ 5,800.00	\$ 6,210.00	\$ 6,210.00	\$ 845.00	\$845.00	\$ 4,362.00	\$4,362.00	\$ 9,500.00	\$9,500.00
19	Cut/Remove Exist 8" WL to install 1-8'x 8' Tee and 1-8" Valve	EA.	1	\$ 3,090.00	\$ 3,090.00	\$ 4,765.00	\$ 4,765.00	\$ 975.00	\$975.00	\$ 3,053.00	\$3,053.00	\$ 8,000.00	\$8,000.00
20	Cut/Remove Exist 6" WL to install 1-6" 90 Degree Bend	EA.	1	\$ 700.00	\$ 700.00	\$ 1,715.00	\$ 1,715.00	\$ 260.00	\$260.00	\$ 1,701.00	\$1,701.00	\$ 2,900.00	\$2,900.00
21	Remove Exist 8" Plug to install 1-8" 11 1/4 Degree Bend, Connect to Exist 8"WL	EA.	1	\$ 1,600.00	\$ 1,600.00	\$ 3,080.00	\$ 3,080.00	\$ 260.00	\$260.00	\$ 2,678.00	\$2,678.00	\$ 1,600.00	\$1,600.00
22	Connect to Exist 8" WL @ Location of Exisiting 8" Valve	EA.	2	\$ 2,050.00	\$ 4,100.00	\$ 2,415.00	\$ 4,830.00	\$ 1,105.00	\$2,210.00	\$ 1,723.00	\$3,446.00	\$ 1,250.00	\$2,500.00
23	Furnish/Install 8" AWWA C900 DR-14 (with Class "B-3" Embedment)	L.F.	2,370	\$ 46.50	\$ 110,205.00	\$ 41.00	\$ 97,170.00	\$ 64.47	\$152,793.90	\$ 88.00	\$208,560.00	\$ 75.00	\$177,750.00
24	Furnish/Install 8" AWWA C900 DR-14 (by Wet Bore)	L.F.	72	\$ 108.00	\$ 7,776.00	\$ 221.00	\$ 15,912.00	\$ 207.47	\$14,937.84	\$ 236.00	\$16,992.00	\$ 250.00	\$18,000.00
25	Furnish/Install 8" AWWA C900 Dr-14 (with 14" Steel Casing) by Open Cut	L.F.	40	\$ 304.00	\$ 12,160.00	\$ 144.00	\$ 5,760.00	\$ 298.47	\$11,938.80	\$ 313.00	\$12,520.00	\$ 350.00	\$14,000.00
26	Furnish/Install 6" AWWA C900 DR-14 (with Class "B-3" Embedment	L.F.	36	\$ 84.00	\$ 3,024.00	\$ 49.00	\$ 1,764.00	\$ 57.97	\$2,086.92	\$ 101.00	\$3,636.00	\$ 180.00	\$6,480.00
27	Furnish/Install 8" Mechanical Joint Plug	EA.	1	\$ 794.00	\$ 794.00	\$ 810.00	\$ 810.00	\$ 650.00	\$650.00	\$ 1,046.00	\$1,046.00	\$ 500.00	\$500.00
28	Furnish/Install 8"x8" Cross	EA.	2	\$ 2,000.00	\$ 4,000.00	\$ 2,220.00	\$ 4,440.00	\$ 780.00	\$1,560.00	\$ 1,623.00	\$3,246.00	\$ 950.00	\$1,900.00
29	Furnish/Install 8"x8"Tee	EA.	1	\$ 725.00	\$ 725.00	\$ 2,655.00	\$ 2,655.00	\$ 650.00	\$650.00	\$ 1,309.00	\$1,309.00	\$ 800.00	\$800.00
30	Furnish/Install 8"x 6" Tee	EA.	5	\$ 1,100.00	\$ 5,500.00	\$ 1,700.00	\$ 8,500.00	\$ 650.00	\$3,250.00	\$ 965.00	\$4,825.00	\$ 750.00	\$3,750.00
31	Furnish/Install 8" 45 Degree Bend	EA.	2	\$ 650.00	\$ 1,300.00	\$ 790.00	\$ 1,580.00	\$ 520.00	\$1,040.00	\$ 985.00	\$1,970.00	\$ 350.00	\$700.00
32	Furnish/Install 8" 22 1/2 Degree Bend	EA.	2	\$ 650.00	\$ 1,300.00	\$ 785.00	\$ 1,570.00	\$ 520.00	\$1,040.00	\$ 890.00	\$1,780.00	\$ 350.00	\$700.00
33	Furnish/Install 8" 11 1/4 Degree Bend	EA.	12	\$ 650.00	\$ 7,800.00	\$ 770.00	\$ 9,240.00	\$ 520.00	\$6,240.00	\$ 881.00	\$10,572.00	\$ 350.00	\$4,200.00
34	Furnish/Install 8" x 6" Reducer	EA.	1	\$ 650.00	\$ 650.00	\$ 715.00	\$ 715.00	\$ 650.00	\$650.00	\$ 753.00	\$753.00	\$ 250.00	\$250.00
35	Furnich/Install 8" Gate Valve	EA.	9	\$ 1,600.00	\$ 14,400.00	\$ 2,920.00	\$ 26,280.00	\$ 2,340.00	\$21,060.00	\$ 2,062.00	\$18,558.00	\$ 1,650.00	\$14,850.00
36	Furnish/Install 6" Gate Valve	EA.	1	\$ 1,050.00	\$ 1,050.00	\$ 2,375.00	\$ 2,375.00	\$ 1,560.00	\$1,560.00	\$ 1,743.00	\$1,743.00	\$ 1,250.00	\$1,250.00
37	CutOut/Remove Exist 2"WL to install 2" 90 Degree Bend and 1-8"x 2" Reducer	EA.	5	\$ 850.00	\$ 4,250.00	\$ 1,705.00	\$ 8,525.00	\$ 780.00	\$3,900.00	\$ 1,454.00	\$7,270.00	\$ 980.00	\$4,900.00
38	Cut and Plug Exist 2" WL	EA.	1	\$ 250.00	\$ 250.00	\$ 780.00	\$ 780.00	\$ 390.00	\$390.00	\$ 450.00	\$450.00	\$ 300.00	\$300.00
39	Cut and Plug Exist 8" WL	EA.	2	\$ 1,000.00	\$ 2,000.00	\$ 1,605.00	\$ 3,210.00	\$ 780.00	\$1,560.00	\$ 2,555.00	\$5,110.00	\$ 950.00	\$1,900.00
40	Close Existing Valve, Remove Riser and Bury Valve	EA.	2	\$ 300.00	\$ 600.00	\$ 660.00	\$ 1,320.00	\$ 520.00	\$1,040.00	\$ 310.00	\$620.00	\$ 600.00	\$1,200.00
41	Furnish/Install 1" Water Service, Meter Box and Meter (Short)	EA.	15	\$ 1,000.00	\$ 15,000.00	\$ 1,405.00	\$ 21,075.00	\$ 1,560.00	\$23,400.00	\$ 2,100.00	\$31,500.00	\$ 2,650.00	\$39,750.00



CITY OF ROCKWALL													
WATER LINE AND WASTEWATER LINE REPLACEMENT PROJECT													
(ST. MARY STREET, BOST STREET AND SHERMAN STREET)													
ITEM NO.	DESCRIPTION	UNIT	BID TOTAL	Quality Excavation, LTD		ANA Site Construction		Joe Funk Construction		Moss Utilities, LLC		Canary Construction, Inc	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
42	Furnish/Install 1" Water Service, Meter Box and Meter (Long)	EA.	9	\$ 1,200.00	\$ 10,800.00	\$ 1,710.00	\$ 15,390.00	\$ 1,755.00	\$15,795.00	\$ 2,345.00	\$21,105.00	\$ 3,500.00	\$31,500.00
43	Furnish/Install 1" Water Service and Meter Box (Long)	EA.	2	\$ 1,200.00	\$ 2,400.00	\$ 1,860.00	\$ 3,720.00	\$ 1,755.00	\$3,510.00	\$ 2,255.00	\$4,510.00	\$ 2,500.00	\$5,000.00
	SCHEDULE "B" TOTAL:				\$ 220,674.00		\$ 253,391.00		\$273,602.46		\$373,315.00		\$354,180.00
SCHEDULE "C" - WASTEWATER													
44	Furnish/Install 4' Diameter Manhole over Existing SS Line (0' to 6' Depth)	EA.	2	\$ 5,200.00	\$ 10,400.00	\$ 6,090.00	\$ 12,180.00	\$ 8,450.00	\$16,900.00	\$ 6,324.00	\$12,648.00	\$ 10,500.00	\$21,000.00
45	Furnish/Install 4' Diameter Manhole (0 to 6' Depth)	EA.	6	\$ 6,300.00	\$ 37,800.00	\$ 6,070.00	\$ 36,420.00	\$ 5,850.00	\$35,100.00	\$ 6,587.00	\$39,522.00	\$ 9,500.00	\$57,000.00
46	Furnish/Install 6' Dia. Manhole with Drop Connect. (Internal) (0' to 6' Depth)	EA.	2	\$ 10,500.00	\$ 21,000.00	\$ 10,655.00	\$ 21,310.00	\$ 8,905.00	\$17,810.00	\$ 8,529.00	\$17,058.00	\$ 15,000.00	\$30,000.00
47	Furnish/Install Add. Height to Body of Manhole for Adj. of 4' Dia. Manhole over 6' in Depth	V.F.	21	\$ 375.00	\$ 7,875.00	\$ 685.00	\$ 14,385.00	\$ 455.00	\$9,555.00	\$ 351.00	\$7,371.00	\$ 500.00	\$10,500.00
48	Furnish/Install Add. Height to Body of Manhole for Adj. of 6' Dia. Manhole over 6' in Depth	V.F.	12	\$ 435.00	\$ 5,220.00	\$ 1,200.00	\$ 14,400.00	\$ 455.00	\$5,460.00	\$ 700.00	\$8,400.00	\$ 750.00	\$9,000.00
49	Furnish/Install 8" SDR 26 PVC SS (with Class H Embedment)	L.F.	431	\$ 69.00	\$ 29,739.00	\$ 56.00	\$ 24,136.00	\$ 70.97	\$30,588.07	\$ 83.00	\$35,773.00	\$ 90.00	\$38,790.00
50	Furnish/Install 8" SDR 26 PVC SS (with 14" Steel Casing)	EA.	20	\$ 269.00	\$ 5,380.00	\$ 482.00	\$ 9,640.00	\$ 337.47	\$6,749.40	\$ 241.00	\$4,820.00	\$ 390.00	\$7,800.00
51	Furnish/Install 8" SDR 35 PVC SS (with Class H Embedment)	L.F.	1,076	\$ 61.00	\$ 65,636.00	\$ 55.00	\$ 59,180.00	\$ 77.47	\$83,357.72	\$ 94.00	\$101,144.00	\$ 85.00	\$91,460.00
52	Furnish/Install 8" SDR 35 PVC SS (with Class G Embedment)	L.F.	17	\$ 260.00	\$ 4,420.00	\$ 222.00	\$ 3,774.00	\$ 96.97	\$1,648.49	\$ 135.00	\$2,295.00	\$ 180.00	\$3,060.00
53	Furnish/Install 8" SDR 35 PVC SS (by Wet Bore)	L.F.	15	\$ 420.00	\$ 6,300.00	\$ 341.00	\$ 5,115.00	\$ 395.97	\$5,939.55	\$ 600.00	\$9,000.00	\$ 250.00	\$3,750.00
54	Cut and Plug Existing 8" San Sew. Line	EA.	1	\$ 250.00	\$ 250.00	\$ 2,780.00	\$ 2,780.00	\$ 975.00	\$975.00	\$ 943.00	\$943.00	\$ 300.00	\$300.00
55	Connect New 8" PVC Sew to Exist 6" VCP Sew, including Non-Shear Coupling and Concrete Collar	EA.	1	\$ 250.00	\$ 250.00	\$ 2,865.00	\$ 2,865.00	\$ 1,332.50	\$1,332.50	\$ 980.00	\$980.00	\$ 1,200.00	\$1,200.00
56	Abandon Sewer Manhole	EA.	4	\$ 650.00	\$ 2,600.00	\$ 1,550.00	\$ 6,200.00	\$ 1,950.00	\$7,800.00	\$ 1,180.00	\$4,720.00	\$ 900.00	\$3,600.00
57	Furnish/Install 4" San Sew Service (Long), including One Way Cleanout and Connection to Main Line	EA.	15	\$ 1,450.00	\$ 21,750.00	\$ 1,485.00	\$ 22,275.00	\$ 1,722.50	\$25,837.50	\$ 1,129.00	\$16,935.00	\$ 2,100.00	\$31,500.00
58	Furnish/Install 4" San Sew Service (Long), including Double Way Cleanout and Connection to Main Line	EA.	4	\$ 1,500.00	\$ 6,000.00	\$ 1,650.00	\$ 6,600.00	\$ 1,787.50	\$7,150.00	\$ 1,253.00	\$5,012.00	\$ 2,500.00	\$10,000.00
59	Furnish/Install 4" San Sew Service (Short), including One Way Cleanout and Connection to Main Line	EA.	12	\$ 780.00	\$ 9,360.00	\$ 1,570.00	\$ 18,840.00	\$ 1,657.50	\$19,890.00	\$ 961.00	\$11,532.00	\$ 2,000.00	\$24,000.00
	SCHEDULE "C" TOTAL:				\$ 233,980.00		\$ 260,100.00		\$276,093.23		\$278,153.00		\$342,960.00
Schedule "D" Construction Contingency													
60	Construction Contingency	L.S.	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$75,000.00	\$ 75,000.00	\$75,000.00	\$ 75,000.00	\$75,000.00
	SCHEDULE "D" TOTAL:				\$ 75,000.00		\$ 75,000.00		\$75,000.00		\$75,000.00		\$75,000.00
BASE BID TOTALS:													
					\$ 825,986.50		\$ 829,181.00		\$ 972,170.39		\$ 958,874.00		\$ 1,263,800.00
Add Alternate No. 1													
1-A-1	Additional Cost for Furnish/Install 4' Dia Polymer Concrete Manhole over Exist San Sew Line (0' to 6' in Depth)	EA.	2	\$ 9,730.00	\$ 19,460.00	\$ 12,000.00	\$ 24,000.00	\$ 15,600.00	\$31,200.00	\$ 14,872.00	\$29,744.00	\$ 10,000.00	\$20,000.00
1-A-2	Additional Cost for Furnish/Install 4' Dia Polymer Concrete Manhole (0' to 6' in Depth)	EA.	6	\$ 7,878.00	\$ 47,268.00	\$ 12,000.00	\$ 72,000.00	\$ 2,600.00	\$15,600.00	\$ 11,872.00	\$71,232.00	\$ 10,000.00	\$60,000.00
1-A-3	Additional Cost for Furnish/Install 6' Dia Polymer Concrete Manhole with Drop Connection (Internal) (0' to 6' in Depth)	EA.	2	\$ 12,000.00	\$ 24,000.00	\$ 20,000.00	\$ 40,000.00	\$ 18,200.00	\$36,400.00	\$ 21,040.00	\$42,080.00	\$ 20,000.00	\$40,000.00
1-A-4	Furnish/Install Additional Height to Body of Manhole for Adjustment of 4' Dia Manhole over 6' in Depth	V.F.	21	\$ 538.72	\$ 11,313.12	\$ 1,200.00	\$ 25,200.00	\$ 2,600.00	\$54,600.00	\$ 625.00	\$13,125.00	\$ 800.00	\$16,800.00
1-A-5	Furnish/Install Additional Height to Body of Manhole for Adjustment of 6' Dia Manhole over 6' in Depth	V.F.	12	\$ 716.81	\$ 8,601.72	\$ 2,400.00	\$ 28,800.00	\$ 1,105.00	\$13,260.00	\$ 1,604.00	\$19,248.00	\$ 1,200.00	\$14,400.00
	Total Add Alternate No. 1				\$ 110,642.84		\$ 190,000.00		\$151,060.00		\$175,429.00		\$151,200.00
	Base Bid and Add Alternate No. 1 Total				\$ 936,629.34		\$ 1,019,181.00		\$ 1,123,230.39		\$ 1,134,303.00		\$ 1,415,000.00

**THIS PAGE INTENTIONALLY LEFT BLANK**





# 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](mailto: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:** November 18, 2019

**SUBJECT:** MIS2019-014; *Master Water/Wastewater Plan Update*

---

Recently, the City's consultant -- *Birkhoff, Hendricks & Carter LLP* -- finished revising the water and wastewater master plans. These plans were incorporated into the OURHometown Vision 2040 Comprehensive Plan on December 3, 2018 by *Ordinance No. 18-48*. As a result of their incorporation, staff is bringing forward an amendment to the Comprehensive Plan to incorporate the revisions identified by the City's consultants. According to Section 213.003 of the Texas Local Government Code, "(a) *comprehensive plan may be adopted or amended by ordinance following:*

- (1) *A hearing at which the public is given the opportunity to give testimony and present written evidence; and*
- (2) *Review by the municipality's planning commission or department, if one exists."*

Additionally, Section 9.03 of the City's Home Rule Charter states that "(r)ecommended changes to the Master Plan shall be submitted to the City Manager after the Planning and Zoning Commission holds at least one public hearing on the proposed change." Furthermore, Section 9.04 states that the "City Manager shall submit the proposed changes to the Council, together with any recommendations. The Council, after a public hearing, shall adopt or reject such proposed revision or any part thereof as submitted within sixty (60) days following its submission by the City Manager. If the proposed revision or part thereof should be rejected by the Council, the Planning and Zoning Commission may make modifications and again forward it to the City Manager for submission to the Council."

The meeting dates for this case are as follows:

~~Planning and Zoning Commission Work Session: October 29, 2019~~

~~Planning and Zoning Commission Public Hearing: November 12, 2019~~

City Council Public Hearing/1<sup>st</sup> Reading: November 18, 2019

City Council 2<sup>nd</sup> Reading: December 2, 2019.

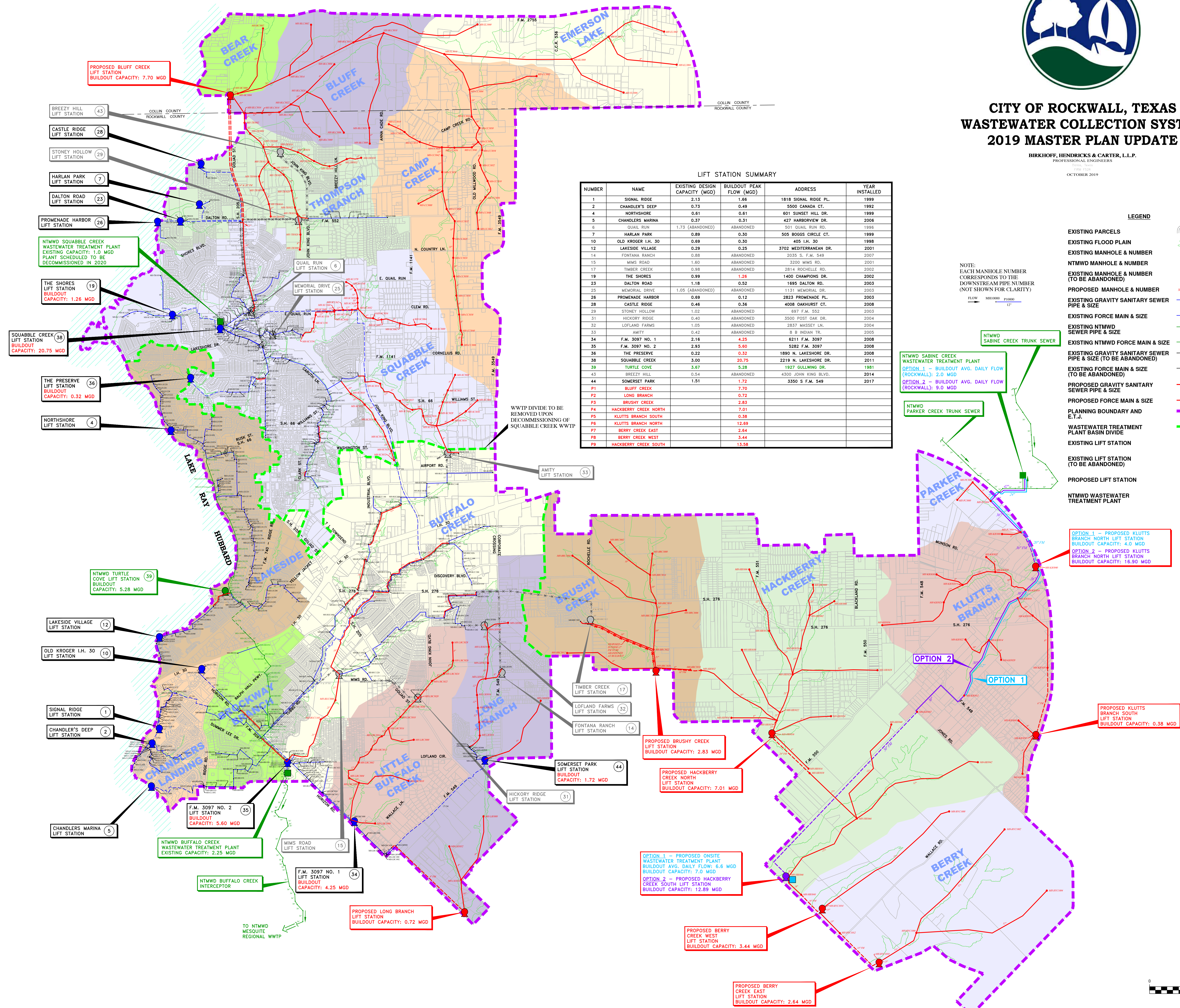
On November 12, 2019, the Planning and Zoning Commission held a public hearing and approved a motion to recommend approval of the amendment by a vote of 5-0, with Commissioners Fishman and Welch absent. Should the City Council have any question concerning the amendment, staff will be available at the November 18, 2019 work session meeting.





# CITY OF ROCKWALL, TEXAS WASTEWATER COLLECTION SYSTEM 2019 MASTER PLAN UPDATE

BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS  
October 2019



LIFT STATION SUMMARY					
NUMBER	NAME	EXISTING DESIGN CAPACITY (MGD)	BUILDOUT PEAK FLOW (MGD)	ADDRESS	YEAR INSTALLED
1	SIGNAL RIDGE	2.13	1.66	1818 SIGNAL RIDGE PL.	1999
2	CHANDLER'S DEEP	0.75	0.49	5500 CANADA CT.	1992
4	NORTHSHORE	0.61	0.61	601 SUNSET HILL DR.	1999
5	CHANDLER'S MARINA	0.37	0.31	427 HARBORVIEW DR.	2006
6	QUAIL RUN	1.73 (ABANDONED)	ABANDONED	501 QUAIL RUN RD.	1996
7	HARLAN PARK	0.89	0.30	505 BOOGS CIRCLE CT.	1999
10	OLD KROGER I.H. 30	0.89	0.30	405 I.H. 30	1999
12	LAKESIDE VILLAGE	0.29	0.25	3702 MEDITERRANEAN DR.	2001
14	FONTANA RANCH	0.88	ABANDONED	2035 S. F.M. 549	2007
15	MIMS ROAD	1.60	ABANDONED	3200 MIMS RD.	2001
17	TIMBER CREEK	0.98	ABANDONED	2814 ROCHELLE RD.	2002
18	THE SHORES	0.99	1.26	1400 CHAMPIONS DR.	2002
23	DALTON ROAD	1.18	0.52	1695 DALTON RD.	2003
25	MEMORIAL DRIVE	1.05 (ABANDONED)	ABANDONED	1131 MEMORIAL DR.	2003
26	PROMENADE HARBOR	0.69	0.12	2823 PROMENADE PL.	2003
28	CASTLE RIDGE	0.46	0.36	4008 OAKHURST CT.	2008
29	STONEY HOLLOW	1.02	ABANDONED	597 F.M. 552	2003
31	HICKORY RIDGE	0.40	ABANDONED	3500 POST OAK DR.	2004
32	LOFLAND FARMS	1.05	ABANDONED	2837 MASSEY LN.	2004
33	AMITY	0.42	ABANDONED	8 B INDIAN TR.	2005
34	F.M. 3097 NO. 1	2.16	4.25	6211 F.M. 3097	2008
35	F.M. 3097 NO. 2	2.93	5.60	5282 F.M. 3097	2008
36	THE PRESERVE	0.32	0.32	1890 N. LAKESHORE DR.	2008
38	SQUABBLE CREEK	3.00	20.75	2219 N. LAKESHORE DR.	2011
39	TURTLE COVE	3.67	5.28	1927 GULLWING DR.	1981
43	BREEZY HILL	0.54	ABANDONED	4300 JOHN KING BLVD.	2014
44	SOMERSET PARK	1.51	1.72	3350 S.F.M. 549	2017
P1	BLUFF CREEK	7.70			
P2	LONG BRANCH	0.72			
P3	BRUSHY CREEK	2.83			
P4	HACKBERRY CREEK NORTH	7.01			
P5	KLUTTS BRANCH SOUTH	0.38			
P6	KLUTTS BRANCH NORTH	12.89			
P7	BERRY CREEK EAST	2.64			
P8	BERRY CREEK WEST	3.44			
P9	HACKBERRY CREEK SOUTH	13.58			

- LEGEND**
- EXISTING PARCELS
  - EXISTING FLOOD PLAIN
  - EXISTING MANHOLE & NUMBER
  - NTMWD MANHOLE & NUMBER
  - EXISTING MANHOLE & NUMBER (TO BE ABANDONED)
  - PROPOSED MANHOLE & NUMBER
  - EXISTING GRAVITY SANITARY SEWER PIPE & SIZE
  - EXISTING FORCE MAIN & SIZE
  - EXISTING NTMWD SEWER PIPE & SIZE
  - EXISTING NTMWD FORCE MAIN & SIZE
  - EXISTING GRAVITY SANITARY SEWER PIPE & SIZE (TO BE ABANDONED)
  - EXISTING FORCE MAIN & SIZE (TO BE ABANDONED)
  - PROPOSED GRAVITY SANITARY SEWER PIPE & SIZE
  - PROPOSED FORCE MAIN & SIZE
  - PLANNING BOUNDARY AND E.T.J.
  - WASTEWATER TREATMENT PLANT BASIN DIVIDE
  - EXISTING LIFT STATION
  - EXISTING LIFT STATION (TO BE ABANDONED)
  - PROPOSED LIFT STATION
  - NTMWD WASTEWATER TREATMENT PLANT

NOTE: EACH MANHOLE NUMBER CORRESPONDS TO THE DOWNSTREAM PIPE NUMBER (NOT SHOWN FOR CLARITY)

SCALE: 1" = 1000'

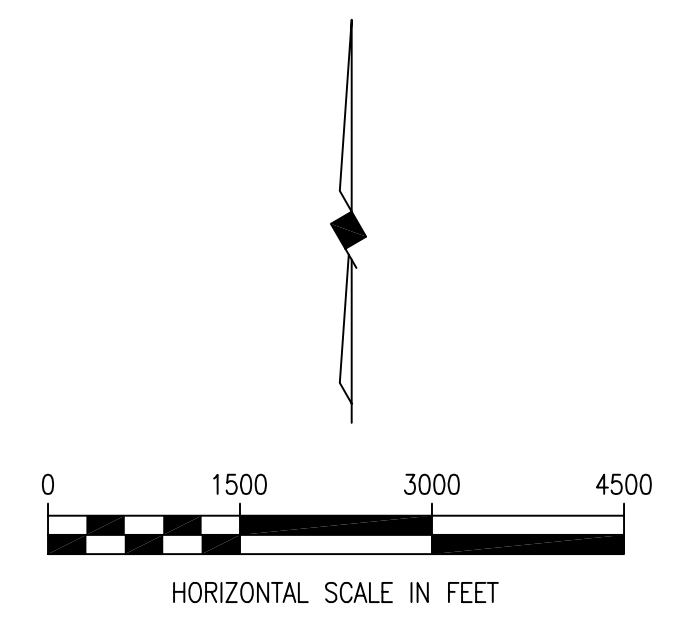
SCALE IN FEET





# CITY OF ROCKWALL, TEXAS WATER DISTRIBUTION SYSTEM MASTER PLAN

BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS  
Dallas, Texas  
Rockwall, Texas  
OCTOBER 2019



MATCH LINE

INSET 'A'

INSET 'B'

## LEGEND

- FLOODPLAIN BOUNDARY
- JUNCTION NODE & NO. J7001
- 2019 EXISTING WATER LINE NO. & SIZE
  - P1328 16"
  - P1343 12"
  - P5297 16"
- EXISTING WATER LINE NO. & SIZE (CLOSED IN MODEL FOR BUILDOUT PRESSURE DIVIDES)
  - P4023 36"
- EXISTING WATER LINE NO. & SIZE (TO BE ABANDONED IN FUTURE)
- BUILDOUT PROPOSED WATER LINE NO. & SIZE
- EXISTING NTMWD SUPPLY LINE
- PLANNING BOUNDARY
- EXISTING PUMP STATION
- PROPOSED PUMP STATION
- PROPOSED PRESSURE REDUCING VALVE
- EXISTING ELEVATED STORAGE TANK
- PROPOSED ELEVATED STORAGE TANK
- 698.75 SERVICE AREA BOUNDARY (AT BUILDOUT)
- 717 SERVICE AREA BOUNDARY (AT BUILDOUT)
- 740 SERVICE AREA BOUNDARY (AT BUILDOUT)
- 780 SERVICE AREA BOUNDARY (AT BUILDOUT)

MATCH LINE



CITY OF ROCKWALL

ORDINANCE NO. 19-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, ADOPTING REVISIONS TO THE MASTER WATER PLAN AND THE MASTER WASTEWATER PLAN CONTAINED IN THE OURHOMETOWN VISION 2040 COMPREHENSIVE PLAN IN ACCORDANCE WITH THE CITY'S HOME RULE CHARTER.

**WHEREAS**, the *Home Rule Charter* of the City of Rockwall, Texas, states that the Comprehensive Plan will contain recommendations for the growth, development and beautification of the City and its Extraterritorial Jurisdiction (ETJ); and

**WHEREAS**, the City Council of the City of Rockwall has previously authorized a study to update the Comprehensive Plan, also referred to as the Master Plan; and

**WHEREAS**, the citizens of the City of Rockwall were involved in the development of the Comprehensive Plan through participation in a citizen action committee (*i.e. the Comprehensive Plan Advisory Committee [CPAC]*) and public meetings; and

**WHEREAS**, the OURHometown Vision 2040 Comprehensive Plan was adopted by the City Council of the City of Rockwall on December 3, 2019 by *Ordinance No. 18-43*; and

**WHEREAS**, the Comprehensive Plan shall serve as a guide to all future City Council action concerning land use and development regulations, and expenditures for capital improvements; and

**WHEREAS**, the Water/Wastewater Master Plans are updated on a five (5) year basis and the City Council of the City of Rockwall authorized Brickoff, Hendricks & Cater, LLP to perform the update; and

**WHEREAS**, Section 213.003, *Adoption or Amendment of Comprehensive Plan*, of Chapter 213, *Municipal Comprehensive Plans*, of the *Texas Local Government Code* states that the adoption of or amendment to a Comprehensive Plan requires a hearing at which the public is given the opportunity to give testimony and present written evidence, and as required by the *Home Rule Charter of the City of Rockwall* a public hearing has been held on the proposed revisions to the Comprehensive Plan, and the governing body -- *in the exercise of its legislative discretion* -- has concluded that the Comprehensive Plan should be amended as follows:

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

**Section 1.** That the Master Water Plan and Master Wastewater Plan contained within *Appendix 'C'* of the OURHometown Vision 2040 Comprehensive Plan be amended as depicted in *Exhibit 'A'* of this ordinance; and

**Section 2.** The Comprehensive Plan shall be used by City Staff in planning and as a guide for future development of the City of Rockwall; and,

**Section 3.** 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 2<sup>ND</sup> DAY OF DECEMBER, 2019.**

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

**ATTEST:**

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

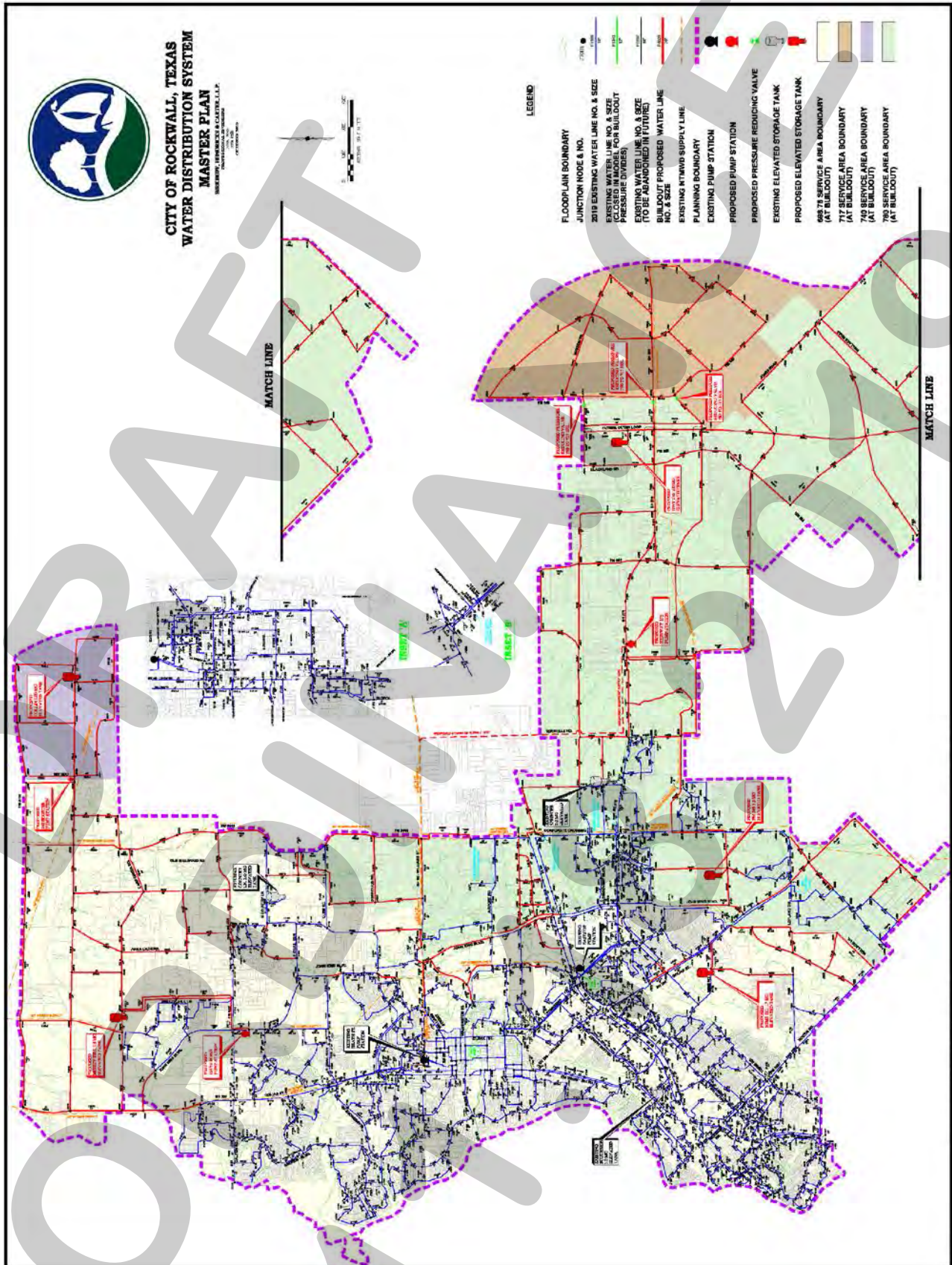
**APPROVED AS TO FORM:**

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

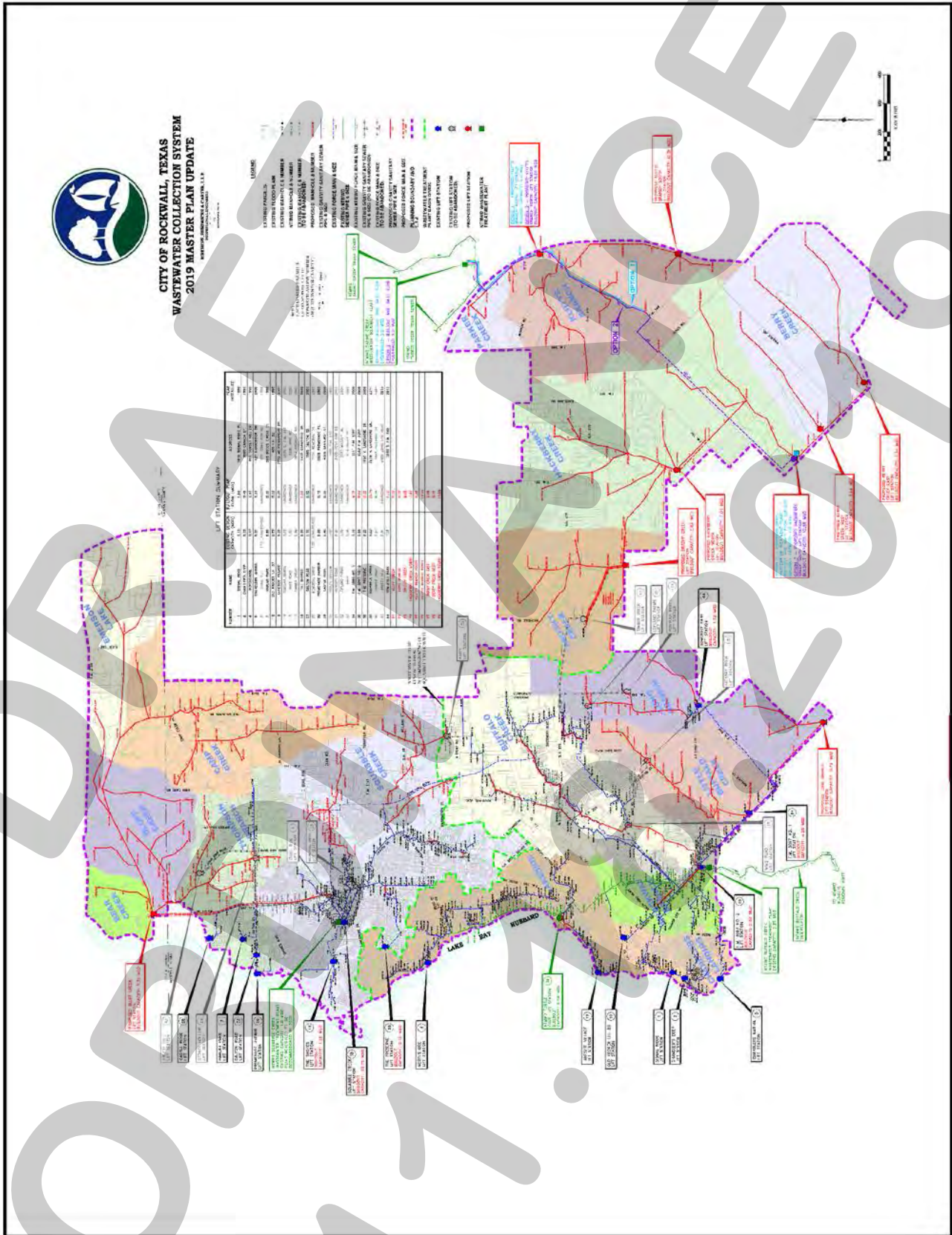
*1<sup>st</sup> Reading:*    November 18, 2019

*2<sup>nd</sup> Reading:*   December 2, 2019

Exhibit 'A'  
Master Water Plan







**THIS PAGE INTENTIONALLY LEFT BLANK**





## MEMORANDUM

---

**TO:** Rick Crowley, City Manager

**FROM:** Mary Smith, Assistant City Manager/Director of Finance

**DATE:** November 15, 2019

**SUBJECT:** REDC Debt Refinancing and New Money for Land Purchase

---

In 2013, the REDC issued Sales Tax Revenue Bonds to purchase land adjacent to the Rockwall Technology Park. At that time the bonds sold at interest rates ranging from 5.2% to 5.8%. When the EDC issues debt for land purchases it is taxable debt and the rates are a bit higher than traditional tax-exempt city bond issues. Since this issuance in 2013, rates have dropped significantly and it is now advantageous to partially refinance (refund is the bond terminology) to lower the interest rate on the bonds which are still outstanding at this time. Hilltop Securities (the City's financial advisor for debt issuances) is estimating these bonds will sell with an interest rate in the 2.45% to 3.56% range. The balance to be refunded is \$2,870,000. The bonds were sold with a call provision allowing the REDC to take advantage of lower municipal bond interest rates now available. The present value savings of the issuance is estimated to be 3.19% or approximately \$175,474 over the remaining term of the bonds.

The REDC has had an "A" rating from Standard and Poor's. S&P did review this bond sale and determined to maintain the EDC's current bond rating.

In addition, the REDC Board is moving ahead with land acquisition in the vicinity of the park and has voted to approve the issuance of \$6.7 million in new money bonds for this purpose. The Board voted 6-0 (Nielsen absent) at their November meeting to move forward with the issuance of these bonds. Pending Council approving of the Resolution the sale is scheduled for December 3<sup>rd</sup> if the market is advantageous at that time with closing on the bonds tentatively scheduled for January 7, 2020.

The par amount of the 2019 bonds - \$9,515,000 will include the refunding, new money for the land purchase, and the mandatory reserve fund (1X the average annual principal and interest payment) which will have to be maintained by the EDC for the life of the issue. The bonds will be issued with the city's standard 20-year amortization period.

A Council Resolution approving the REDC's Resolution is included for consideration at the Council meeting on Monday November 18<sup>th</sup>. Staff will be available at the meeting to answer any questions.

**CITY OF ROCKWALL  
RESOLUTION NO. 19-25**

**A RESOLUTION OF THE CITY OF ROCKWALL, TEXAS APPROVING A RESOLUTION OF THE ROCKWALL ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING THE ISSUANCE OF THE CORPORATION'S SALES TAX REVENUE REFUNDING AND IMPROVEMENT BONDS; CONFIRMING A SALES TAX COLLECTION RESOLUTION; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Rockwall Economic Development Corporation (the "Corporation") is a non-profit industrial development corporation created, existing and governed by the Development Corporation Act, Chapters 501, 502 and 504, Texas Local Government Code, formerly Section 4A of Article 5190.6, Tex. Rev. Civ. Stat. Ann., as amended (the "Act").

**WHEREAS**, there has been presented to this City Council a resolution (the "Bond Resolution") adopted by the Board of Directors of the Corporation authorizing the issuance and sale of the Corporation's sales tax revenue refunding and improvement bonds for the purposes of refunding the Corporation's outstanding Sales Tax Revenue Bonds, Taxable Series 2013, in order to reduce debt service payments made by the Corporation and acquiring additional land for the Rockwall Technology Park;

**WHEREAS**, there has been previously approved by this City Council a Sales Tax Collection Resolution pursuant to which sales taxes collected by the City for the benefit of the Corporation pursuant to the Act shall be transferred and deposited into a fund for the use by the Corporation in the furtherance of its authorized powers and purposes;

**WHEREAS**, this City Council finds and determines that it is necessary and appropriate to approve the Bond Resolution for the purposes hereinabove provided; Now, Therefore

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

**Section 1.** The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Bond Resolution, attached hereto as Exhibit A, is hereby approved and the issuance by the Corporation of sales tax revenue refunding bonds in the principal amount not to exceed \$9,950,000 (the "Bonds"), for the purpose of refunding all or a portion of the Corporation's outstanding Sales Tax Revenue Bonds, Taxable Series 2013, acquiring additional land for the Rockwall Technology Park, funding the reserve fund requirement for the Bonds and to pay costs of issuance of the Bonds, is hereby approved; and said Bond Resolution, the Bonds and the expenditure of funds of the Corporation in connection therewith are hereby approved.

**Section 2.** The Sales Tax Collection Resolution previously approved by the City and the Corporation, the appointment of the members of the Board of Directors of the Corporation and the adoption and amendments of the bylaws of the Corporation are hereby ratified, approved and confirmed.

**Section 3.** This Resolution shall be effective immediately upon adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
this 18th day of November, 2019.**

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

**ATTEST:**

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

**[CITY SEAL]**

**APPROVED AS TO FORM:**

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

**THIS PAGE INTENTIONALLY LEFT BLANK**