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Consider a request by Matt Moore of ClayMoore Engineering, Inc. for the approval of an alternative tree mitigation plan in conjunction with an approved site plan for for a multi-tenant office/warehouse complex on a 7.52-acre portion of a larger 9.76-acre tract of land identified as Lot 18 and the south portion of Lot 19, Rainbow Acres Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, addressed as 407 Ranch Trail, and take any action necessary.

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# AGENDA

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## ROCKWALL CITY COUNCIL REGULAR MEETING

Tuesday, February 19, 2019 - 4:00 PM

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

### I. CALL PUBLIC MEETING TO ORDER

### II. WORK SESSION

- pg.7** 1. Hold a work session to discuss and consider implementing the use of a tool created by the Planning and Zoning Department in conjunction with zoning cases, and take any action necessary.
- pg.23** 2. Hold a work session to discuss and consider strategies for the IH-30 Corridor as stated in the IH-30 Corridor Planning Study, and take any action necessary.
- pg.49** 3. Hold work session to discuss the "Staffing and Adequate Fire and Emergency Response" (S.A.F.E.R.) Grant Program through the Federal Emergency Management Agency (F.E.M.A.)

### III. EXECUTIVE SESSION.

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

1. Discussion regarding Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development)
2. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

### IV. ADJOURN EXECUTIVE SESSION

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

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

### VII. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER TROWBRIDGE

### VIII. [Blank / Omitted]

### IX. OPEN FORUM

### X. CONSENT AGENDA

- pg.56** 1. Consider approval of the minutes from the February 4, 2019 regular city council meeting, and take any action necessary.

- pg.67** 2. **Z2018-058** - Consider request by Tim McCallum of He Wines She Dines, LLC on behalf of Buffalo Creek Business Park, LTD for the approval of an ordinance for a Specific Use Permit (SUP) for a Craft Winery and Commercial Amusement/Recreation (Outdoor) on a 7.2-acre tract of land identified as Tracts 20-01 & 20-7 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, addressed as 203 County Line Road, and take any action necessary. **(2nd Reading)**
- pg.75** 3. Consider authorizing City Manager to negotiate and execute a facility use agreement with Lake Pointe Sports and take any action necessary.
- pg.88** 4. Consider adopting official logo for the "Free Live Music Capital of North Texas," and take any action necessary.
- pg.91** 5. Consider authorizing the City Manager to execute a professional engineering services contract with Kimley-Horn and Associates, Inc. to perform the engineering design services and specifications for the W. Boydston Avenue (Forest Trace to S. Goliad Street) and Forest Trace (S. Lakeshore Drive to W. Boydston Avenue) Reconstruction Project in an amount not to exceed \$532,000.00, to be paid for by 2018 Street Bond funds and water/wastewater funds, and take any action necessary.
- pg.116** 6. Consider authorizing the City Manager to execute a professional engineering services contract with Burgess & Niple, Inc. to perform the engineering design and construction plans for the Squabble Creek Sanitary Sewer Interceptor Rehabilitation Phase 3 Project in an amount not to exceed \$30,000.00 to be funded by water/wastewater funds, and take any action necessary.
- pg.130** 7. Consider authorizing the City Manager to execute a professional engineering services contract with Freese & Nichols, Inc. to perform the engineering design services and specifications for the N. Alamo Road (Live Oak Street to Downtown Couplet) Reconstruction Project in an amount not to exceed \$360,580.00, to be funded by the 2018 Street Bond funds and water/wastewater funds, and take any action necessary.
- pg.159** 8. Consider a request by Matt Moore of ClayMoore Engineering, Inc. for the approval of an alternative tree mitigation plan in conjunction with an approved site plan for for a multi-tenant office/warehouse complex on a 7.52-acre portion of a larger 9.76-acre tract of land identified as Lot 18 and the south portion of Lot 19, Rainbow Acres Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, addressed as 407 Ranch Trail, and take any action necessary.

**XI. APPOINTMENT ITEMS**

- 1. Appointment with the Planning and Zoning Chairman to discuss and answer any questions regarding cases on the agenda and related issues and take any action necessary.
- pg.164** 2. Appointment with Ralph Oltmann, President of Mclenco Construction Services, Inc. to hear request concerning temporary closure of Laguna Drive related to Hyatt Place construction, and take any action necessary.

**XII. PUBLIC HEARING ITEMS**

- pg.197** 1. **Z2019-001** - Hold a public hearing to discuss and consider approval of an ordinance for a text amendment to Article IV, Permissible Uses, and Article V, District Development Standards, of the Unified Development Code [Ordinance No. 04-38] for the purpose of incorporating standards for a Barn or Agricultural Accessory Building and to amend the land use conditions for the Guest Quarters/Secondary Living Unit land use, and take any action necessary **(1st Reading)**.

XIII. ACTION ITEMS

- pg.204** 1. **Z2018-056** - Discuss and consider a request by Tom Jones on behalf of Shanon Thomas of Rockwall Friendship Baptist Church for the approval of an ordinance for a zoning change from an Agricultural (AG) District to a Light Industrial (LI) District for a 6.03-acre tract of land being identified as Tract 2-4 of the D. Harr Survey, Abstract No. 102, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, located east of the intersection of Justin Road and John King Boulevard, and take any action necessary **(2nd Reading)**.
- pg.210** 2. **A2018-005** - Discuss and consider a request by Suresh Shridharani on behalf of the owner Harlan Properties Inc. for the approval of an ordinance for the annexation of a 79.564-acre tract of land identified as Tract 3 of the J. Merriman Survey, Abstract No. 155, Rockwall County, Texas, and take any action necessary **(1st Reading)**.
- pg.222** 3. Discuss and consider authorizing staff to submit application to the "Staffing and Adequate Fire and Emergency Response" (S.A.F.E.R.) Grant Program on behalf of the Rockwall Fire Department, and take any action necessary.

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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 Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development)
- 2. 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)

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

XVI. ADJOURNMENT

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

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

I, Kristy Cole, City Secretary for the City of Rockwall, Texas, do hereby certify that this Agenda was posted at City Hall, in a place readily accessible to the general public at all times, on the 15<sup>th</sup> day of February, 2019 at 4:00 p.m. and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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

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Date Removed



**CITY OF ROCKWALL**  
CITY COUNCIL MEMORANDUM

**PLANNING AND ZONING DEPARTMENT**  
385 S. GOLIAD STREET • ROCKWALL, TX 75087  
PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

---

**TO:** Mayor and City Council  
**CC:** Rick Crowley, City Manager  
Mary Smith, Assistant City Manager  
Joey Boyd, Assistant City Manager  
**FROM:** Ryan Miller, *Director of Planning and Zoning*  
**DATE:** February 19, 2019  
**SUBJECT:** Zoning Cost/Benefit Tool Background, Methodology, and Instructions

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SUMMARY

At the City Council's direction staff has prepared a model that is intended to project the potential costs associated with a proposed zoning change compared to the existing and anticipated costs of the current zoning of a property. In addition, the model is intended to show the City Council how a proposed zoning change brings the City's land use mix closer to or further away from the chosen ratio of 67% residential value to 33% non-residential value (*i.e. estimated to equate to an 80% residential/20% non-residential mix of land uses*). The following memorandum outlines the background and purpose of the model, the methodology used to create the model, and how the model is setup and used to evaluate zoning requests. This memorandum has been drafted for transparency purposes concerning the methodology used to create the model, and to provide appointed/elected officials, the development community, and interested parties with a basis for how the model is intended to be utilized. This memorandum is broken up into the following sections:

- (1) Background
- (2) Model Methodology
- (3) Limitations of the Model
- (4) Setting Up the Models Variables
- (5) Using the Model
- (6) Updating the Model

BACKGROUND

In 2012, the City of Rockwall contracted with Insight, Inc. -- *an economic consultant* -- to purchase *Z-Snap*, a software program that is intended to help quantify the potential fiscal impacts of zoning. This proprietary tool allowed City staff to estimate the economic impact of a zoning proposal based on a set of variables that included an estimate of the City's Cost of Community Service (COCS). Unfortunately, the model designed by Insight, Inc. does not allow staff the ability to view or adjust its variables to account for changes in economic conditions annually, and -- *due to the inability to update the software* - the model is no longer relevant for 2019 conditions.

More recently, the City Council has requested a similar tool to the one created by Insight, Inc. that could also show how a zoning request will bring the City closer to or further away from its stated goal of 67% residential value to 33% non-residential value (*i.e. estimated to equate to an 80% residential/20% non-residential mix of land uses*). This tool was also referred to in both the Planning and Zoning Department's strategic plan and in the newly adopted OURHometown Vision 2040 Comprehensive Plan. Based on this direction, the Planning and Zoning Department staff have created a tool that: [1] shows the estimated shift in land use/land value proposed by a zoning request, [2] shows

conformance/non-conformance to the City's Future Land Use Plan, and [3] estimates the potential costs associated with the zoning request based on its current zoning versus the proposed zoning. The only criteria that City staff had when approaching the creation of this model -- *beyond the direction of the City Council* -- was to create a model that was easily updated, and could yield results using as little staff time as possible.

It should be noted that if the City Council chooses to use this tool in evaluating zoning cases, the results of this model are not a reasonable basis for the denial of a zoning request; rather, the results generated by this model are only meant to provide a general estimate of the potential fiscal impact of changing the zoning of a particular tract of land. When changing zoning the City Council should take into account other qualitative variables that exist outside the model (e.g. *conformance to the Future Land Use Map and Plan, the adjacent land uses and the potential impacts on these properties, the social impact of the zoning change on the community, etc.*).

### MODEL METHODOLOGY

Fiscal Impact Analysis (FIA) is a tool that allows a rough comparison to be made showing the anticipated changes in municipal costs against the anticipated changes in municipal revenues. In preparing the model described above, it was postulated that a tool utilizing FIA would be the most efficient and most relevant way to show the nexus between land use changes and their impact on municipal revenues and expenditures. The following section details the methodology used by City staff in the creation of this tool.

- 1) Land Value by Zoning Designation. In order to estimate the potential changes in land and improvement values resulting from a change in zoning, City staff used an *Average Cost Method* to calculate the potential cost of land values and improvement values for one (1) square foot of land by zoning designation. The *Average Cost Method* assumes that the added value of land and improvements resulting from a zoning change are based on the average cost of land and improvement values that are currently contained within the City's limits. This method is summarized as follows:

$$x = \frac{(\sum b + \sum c)}{\sum(43,560a)}$$

#### WHERE:

*x = Estimated Price/SF*

*a = Sum of Total Square Feet for a Specific Zoning District*

*b = Sum of Total Estimated Land Value for a Specific Zoning District*

*c = Sum of Total Estimated Improvement Value for a Specific Zoning District*

To achieve this, the City's Geographic Information Systems (GIS) division used the City's zoning and parcel layers to extract the *2018 Certified Tax Roll* values -- *provided by the Rockwall Central Appraisal District (RCAD)* --, and break them down into a per square foot cost by each zoning designation. Once the average cost per square foot of land and improvement values was calculated for each zoning district, the model uses the proposed zoning change to calculate the potential increase/decrease in total taxable value (*i.e. land and improvement values*), less the loss of the land's current taxable value based on the *2018 Certified Tax Roll*. This calculation is summarized through the following formula:

$$d = (ab_x) - (ab_y)$$

#### WHERE:

*d = Change in Taxable Value*



$a$  = Land Area Proposed to be Rezoned

$b_x$  = Estimated Value of Land and Improvements per Proposed Zoning Designation

$b_y$  = Value of Current Land and Improvements per the 2018 Certified Tax Roll

Once the estimated land value and improvements of a proposed zoning change have been calculated these are then used to show the shift in present versus proposed land values. This is done to visually display how the zoning change will either bring the City closer to or further away from its stated goal of 67% residential value versus 33% non-residential value. This model also translates the proposed zoning change to its impact on the Future Land Use Map, and shows how the projected change compares to the desired 80% residential land uses versus 20% non-residential land uses.

- 2) *Estimated Property Taxes for Residential and Non-Residential Land Uses.* Once the land and improvement values of the proposed zoning change have been established, the model calculates the estimated residential and non-residential property tax revenues anticipated from a project. This is calculated by taking the total value of the land (*i.e. the sum of the land and improvement values*) and dividing it by \$100.00 to obtain the value per \$100.00 valuation. This is then multiplied by the effective tax rate to determine the estimated tax collections. A summary of this formula is as follows:

$$x = \left( \frac{(a + b)}{\$100.00} \right) c$$

WHERE:

$x$  = Estimated Tax Revenue

$a$  = Land Value of the Land

$b$  = Improvement Values of the Land

$c$  = Effective Tax Rate

- 3) *Cost of Community Service.* To calculate the Cost of Community Service (COCS), City staff used an *Average-Cost* approach. The *Average-Cost* approach is a basic methodology of Fiscal Impact Analysis (FIA), which calculates costs and revenues based on the average cost per unit of service multiplied by the demand for that unit. This type of FIA can be achieved through various techniques (*e.g. Per-Capita Multiplier, Service Standard, Proportional Evaluation, etc.*); however, for this model staff utilized the *Per Capita Multiplier* and *Proportional Valuation* techniques.

- (a) *Per-Capita Multiplier Approach for COCS for Residential Land Uses.* The *Per-Capita Multiplier* approach is obtained by dividing expenditures in the budget by the current population to obtain a cost per person. This can then be extrapolated using the projected population increase of a particular residential development to estimate the cost required to serve said development. This approach assumes that each of the service levels will be maintained in the future, and that the addition of each resident will generate the same level of costs to the municipality as each existing resident currently generates. This can be summarized by the following formula:

$$x = \frac{(ab)}{c}$$

WHERE:

$x$  = Cost of Expenditure per Person

$a$  = Expenditure

$b$  = Percent of Expenditure Attributed to Residential Development

$c$  = Current Population

(b) *Proportional Valuation Approach for COCS for Commercial Land Uses.* The *Proportional Valuation* approach is obtained by calculating the proportional percentage increase in non-residential property values anticipated by a particular development, and multiplying the expenditures in the budget associated with non-residential property by the proportional increase. This method assumes that the assessed property values are directly related to public service costs. This approach can be summarized by the following formula:

$$x = ab$$

$$y = \frac{(c + d)}{c}$$

$$z = xy$$

WHERE:

*x = Expenditure Attributed to Non-Residential Development*

*a = Percent Proportion of Non-Residential Value*

*b = Municipal Expenditure*

*y = Proportional Increase in Non-Residential Development*

*c = Value of Existing Non-Residential Value*

*d = Value of Proposed Development*

*z = Costs Allocated to New Facility*

To estimate the anticipated COCS for residential and non-residential land uses, City staff took the line item expenditures from the *Debt Services* and *Operating Expenditures* sections of the City's *FY2019 Budget*. For each of the line item expenditures, a percentage share was then assigned to either residential or non-residential costs with the total sum of the two (2) percentage shares equaling 100%. These shares were the perceived costs that were attributable to either residential land uses or non-residential land uses. In cases where staff is unable to ascertain the percentage of responsibility for the expenditure, a default value equal to the percentage of the residential value versus non-residential value currently existing in the city is used (*i.e. 76.31% residential value to 23.69% commercial value*). Once all expenditures are accounted for, the *Per-Capita Multiplier* and *Proportional Valuation* methods are applied to the percentage share for each expenditure. The sum of the *Per-Capita Multiplier* method (*i.e. percent share of expenditure divided by the current population*) represents the estimated cost attributable to one (1) resident. This is then multiplied by the anticipated number of residents for a given development (*i.e. the number of households determined by the acreage and zoning designation multiplied by the anticipated people per household*) to determine the total anticipated cost of a proposed residential development. The sum of the *Proportional Valuation* method (*i.e. the percent share of expenditure multiplied by the proportional increase less the original expenditure*) represents the cost attributable to a proposed non-residential development. The *Proportional Valuation* method is used in this model to calculate both the proposed non-residential zoning change and the estimated potential of the current non-residential zoning.

4) *Estimated Sales Tax.* When estimating sales tax revenues associated with residential and non-residential land uses, City staff used two (2) different types of sales tax categories to calculate the potential impacts of a change in zoning. These are *Direct Sales Tax* and *Indirect Sales Tax*.

(a) *Direct Sales Tax.* For this model, *Direct Sales Tax* refers to sales tax that is directly attributable to non-residential, non-industrial property. To calculate the *Direct Sales Tax*, City staff used an *Average Cost Method*. This method assumes that the sales tax generated by adding of one (1) square foot of non-residential land will be equal to the average sales tax generated by one (1)

square foot of non-residential land currently located in the City. The *Direct Sales Tax* calculation can be summarized by the following formula:

$$x = \left( 43,560 \left( \frac{b}{(43,560a)} \right) \right) c$$

WHERE:

*x* = Estimated Direct Sales Tax

*a* = Total Acreage of Sales Tax Producing Land in the City

*b* = Estimated City Sales Tax

*c* = Acreage of Proposed Sales Tax Producing Land Associated with the Zoning Change

- (b) *Indirect Sales Tax.* *Indirect Sales Tax* refers to sales tax that is associated with the increase in residents resulting from a residential development. This is calculated using the *Per-Capita Multiplier* method described above. In this case, the total sales tax collected by the City is divided by the City's current population to establish the per-capita sales tax (*i.e. sales tax associated with one [1] person*). This per-capita number is then multiplied by the additional number of residence anticipated to be added to the population by a particular zoning change. The *Indirect Sales Tax* calculation can be summarized by the following formula:

$$x = \left( \frac{b}{a} \right) (cd)$$

WHERE:

*x* = Estimated Direct Sales Tax

*a* = Current Population

*b* = Estimated City Sales Tax

*c* = Number of Households Associated with the Zoning Change

*d* = Average People Per Household

- 5) *Estimated Annual Revenues, Expenditures and Total Cost.* Annual revenues are calculated by adding the [1] residential property tax, [2] non-residential property tax, [3] direct sales tax, and [4] indirect sales tax. Annual expenditures are calculated by adding the COCS for residential and non-residential land uses. Once these numbers are calculated the estimated total annual cost to the municipality is obtained by adding the total expenditures to the total revenues.

LIMITATIONS OF THE MODEL

Staff should point out that while the methodology contained in this model is based on general practices, there are some limitations associated with Fiscal Impact Analysis (FIA) and the model itself that are important to understand when analyzing the model's outputs. For starters, FIA can have the effect of placing an emphasis on alternatives and the perceived expenses associated with these alternatives, and take away the emphasis on other factors that are less easily quantified (*e.g. the social and political constraints of zoning*). FIA can also be misleading to outside parties that are not trained to interpret the data. When looking at the techniques used in this model (*i.e. Per-Capita Multiplier and Proportional Valuation approaches*) both are intended to provide a broad analysis, and will be less accurate than a detailed economic study of the proposed zoning case.

From the model's perspective, the determination of the proportional share relating to the City's cost is somewhat subjective to the person calibrating the model. This speaks to the elusiveness of the true valuation of Cost of Community Service (COCS). The model also lacks the ability to account for future

bond elections for infrastructure and public improvements. Finally, the sales tax estimates in this model attempt to account for both the direct and indirect forms of sales tax; however, it does not account for the overlap between the per-capita sales tax expenditures of a new resident and the direct sales tax generated by commercial/retail land uses when a zoning case deals with both residential and non-residential land uses.

All of these items should be understood by elected and appointed officials when interpreting the results generated by this model. In addition, the merits of a zoning case should be decided by weighing all available information including the zoning changes conformance to the City’s Comprehensive Plan. This model should not be a basis for the denial of a request to change the zoning of a property.

**SETTING UP THE MODEL**

The following are the steps necessary to setting up the model prior to use. The model should be recalibrated on an annual basis to ensure that the information provided by the model is accurate. During the annual update, all information in the *Zoning Cases* tab should be removed as these cases will be accounted for in the updated zoning and future land use acreages.

**STEP 1.** The first step in preparing the model is to utilize ArcMap to extract the acreages for each land use designation from the *Future Land Use* layer (i.e. *Feature Class*). These should be summarized by each of the *Land Use Districts* contained in the OURHometown Vision 2040 Comprehensive Plan. These acreages are then input into the green cells on the *Future Land Use* tab of the spreadsheet. By doing this the *Pre-Adjusted* and *Adjusted* tabs of the spreadsheet will auto populate with the acreages.

**Figure 1. Future Land Use**

#	LAND USE DISTRICTS	RESIDENTIAL				COMMERCIAL			SPECIAL DISTRICTS		PUBLIC LAND AND OPEN SPACE					
		LDR	MDR	HDR	OR	CI	BC	TEC	LW	MU	DT	SC	OS	P	QP	CEM
01	Central District	234.39	134.46	30.62	133.44			390.78	23.13				228.02	212.77	23.85	0.18
02	Downtown District		248.09	6.27	24.06	5.62			23.73		38.24		51.16	35.21	18.89	17.11
03	Employment District	0.03	355.53		67.72		86.38	640.37					106.27	14.31	39.12	
04	Far North Estates District	2,265.23	131.27		48.50											
05	Harbor District		35.22	48.42	14.25					83.60					9.97	1.43
06	IH-30 Corridor District											957.15	37.03	28.31	39.49	
07	Innovation District		1,374.03		107.49		140.62			247.86			270.30			
08	Marina District		317.63	14.04	2.80								100.71		5.18	0.03
09	Medical District				65.95		36.01						38.65	1.27	26.14	
10	North Lakeshore District		1,237.77		56.94				12.29				541.83	40.53	5.58	3.76
11	Northeast Residential District	1,646.83			13.02								178.54	92.45	3.25	32.34
12	Northern Estates District	1,643.65	0.04		68.87								341.15		7.33	
13	Northwest Residential District		581.43		60.20								315.22	38.11	9.66	
14	Scenic District		28.04	54.77	20.89				2.63	33.21			38.13	52.63	14.31	
15	South Lakeshore District		381.87		34.92								123.68		2.93	0.75
16	South Central Residential District	1,102.26	200.85		144.84								283.44	40.36	161.33	0.99
17	South Central Estates District	1,336.88	624.93	38.71	162.92		106.13	7.79					332.01		7.79	
18	Southwest Residential District	1,025.90	481.39		277.44	120.50							570.30		8.67	
19	Technology District	425.14	27.22	74.61	78.42			530.85				6.76		1.95	0.61	
20	Southeast Estates District	3,266.62			242.68								578.64			
TOTAL:		12,946.93	6,159.77	267.44	1,625.35	126.32	369.14	1,569.79	65.44	364.67	38.24	963.98	5,126.07	557.90	373.93	56.59

**STEP 2.** The next step is to utilize ArcMap to extract the acreages, land values and improvement values for each parcel by its zoning designation. This requires that the *Zoning* layer be joined to the *Parcel* layer through a union. In addition, all Planned Development District acreages should be removed from the *Zoning* layer. For Planned Development Districts, the model requires these acreages be summarized by their base zoning. The *PD Base Zoning* layer has this information and will need to be joined to the *Parcel* layer through a union. Once this information is collected, the two (2) tables can be exported and merged in

Microsoft Excel. This information is then input into the green cells on the *Zoning* tab of the spreadsheet.

Figure 2. Zoning

#	ZONING DISTRICTS	ACREAGES	TOTAL EST. LAND	TOTAL EST. IMPROVEMENTS	TOTAL EST. VALUES	EST. PRICE/SF
44	<b>CURRENT ZONING ACREAGES</b>					
45	UPDATED: 8/27/2018					
46	01 Agricultural (AG) District	1,417.03	\$ 24,881,120.00	\$ 88,253,208.00	\$ 113,134,328.00	\$ 1.83
47	02 Commercial (C) District	861.96	\$ 276,332,839.00	\$ 417,168,322.00	\$ 693,501,161.00	\$ 18.47
48	03 Cemetery (CEM) District	25.00	\$ 660,740.00	\$ -	\$ -	\$ -
49	04 Downtown (DT) District	43.11	\$ 26,628,680.00	\$ 27,708,559.00	\$ 54,337,239.00	\$ 28.94
50	05 General Retail (GR) District	308.01	\$ 100,251,270.00	\$ 245,842,857.00	\$ 346,094,127.00	\$ 25.80
51	06 Heavy Commercial (HC) District	76.85	\$ 5,808,030.00	\$ 9,518,250.00	\$ 15,326,280.00	\$ 4.58
52	07 Heavy Industrial (HI) District				\$ -	\$ -
53	08 Light Industrial (LI) District	410.77	\$ 48,076,490.00	\$ 158,496,419.00	\$ 206,572,909.00	\$ 11.54
54	09 Multi-Family 14 (MF-14) District	187.33	\$ 39,653,416.00	\$ 205,444,114.00	\$ 245,097,530.00	\$ 30.04
55	10 Neighborhood Services (NS) District	0.40	\$ 92,570.00	\$ 136,400.00	\$ 228,970.00	\$ 13.02
56	11 Open Space (OS)	9,365.99	\$ 211,480,117.95	\$ 40,494,155.00	\$ 251,974,272.95	\$ 0.62
57	12 Residential-Office (RO) District	33.72	\$ 7,648,040.00	\$ 11,627,106.00	\$ 19,275,146.00	\$ 13.12
58	13 Single Family (SF) District	351.18	\$ 116,878,380.00	\$ 270,426,994.00	\$ 387,305,374.00	\$ 25.32
59	14 Single Family Townhomes (SF-TH) District	5.52	\$ 47,000.00	\$ 41,110.00	\$ 88,110.00	\$ 0.37
60	15 Single-Family 1 (SF-1) District	8.51	\$ 367,860.00	\$ 497,340.00	\$ 865,200.00	\$ 2.33
61	16 Single-Family 10 (SF-10) District	1,388.80	\$ 347,054,200.00	\$ 961,625,207.00	\$ 1,308,679,407.00	\$ 21.63
62	17 Single-Family 16 (SF-16) District	248.93	\$ 27,182,820.00	\$ 131,908,231.00	\$ 159,091,051.00	\$ 14.67
63	18 Single-Family 6 (SF-6) District	1,833.00	\$ 102,682,850.00	\$ 269,009,916.00	\$ 371,692,766.00	\$ 4.66
64	19 Single-Family 7 (SF-7) District	926.04	\$ 234,684,950.00	\$ 607,617,436.00	\$ 842,302,386.00	\$ 20.88
65	20 Single-Family 8.4 (SF-8.4) District	384.25	\$ 99,429,815.00	\$ 366,251,591.00	\$ 465,681,406.00	\$ 27.82
66	21 Single-Family Estate 1.5 (SFE 1.5) District	251.39	\$ 13,375,570.00	\$ 50,560,556.00	\$ 63,936,126.00	\$ 5.84
67	22 Single-Family Estate 2.0 (SFE 2.0) District	53.02	\$ 1,398,000.00	\$ 4,285,320.00	\$ 5,683,320.00	\$ 2.46
68	23 Single-Family Estate 4.0 (SFE 4.0) District	185.43	\$ 4,595,230.00	\$ 19,843,418.00	\$ 24,438,648.00	\$ 3.03
69	24 Two-Family (2F) District	13.32	\$ 1,868,650.00	\$ 3,729,514.00	\$ 5,598,164.00	\$ 9.65
70	25 Zero Lot Line (ZLL-5) District	179.00	\$ 37,093,500.00	\$ 62,991,120.00	\$ 100,084,620.00	\$ 12.84
71	TOTAL:	18,558.57	\$ 1,728,172,137.95	\$ 3,953,477,143.00	\$ 5,680,988,540.95	\$ 7.03 = AVG. PRICE/SF

STEP 3. The third step in the process is to update the financial information using the current year's budget. This includes all expenditures and revenues for the City. The dollar amounts for each line item are input into the green cells on the *Financials* tab of the spreadsheet.

Figure 3. Financials

The screenshot shows the 'Financials' tab of the spreadsheet. It is organized into sections: DEBT SERVICES, DEBT SERVICE REVENUES, OPERATIONS, and OPERATING EXPENDITURES. Each section contains a table with columns for Description, Expenditure, Responsibility, and various cost metrics. The 'DEBT SERVICES' section includes items like Debt Service and Debt Service Revenues. The 'OPERATIONS' section includes various departmental expenses such as Administration, Public Works, and Police. The 'OPERATING EXPENDITURES' section provides a detailed breakdown of costs for different services and departments.

STEP 4. The next step involves inputting the models assumptions, which are located on the *Assumptions* tab in the spreadsheet. Each of the green cells on this tab represents

variables used by the model to make the calculations detailed in the methodology section. These assumptions can come from various sources; however, in the original setup of the model the following sources were used for each variable:

- (1) Mixed Use Value: OURHometown Vision 2040 Comprehensive Plan [using the desired land use mix]
- (2) Population: North Central Council of Governments (NCTCOG)
- (3) Sales Tax: City's Annual Budget
- (4) Total Acreage of Sales Tax Producing Property: GIS Division [using the Current Land Use layer]
- (5) Total Non-Residential Land in the City: GIS Division [using the Current Land Use layer]
- (6) Number of Households in the City: GIS Division [using residential address points from the Address Point layer]
- (7) Estimated People Per Household: United States Census Bureau
- (8) Effective Tax Rate: City's Annual Budget
- (9) Current Sales Tax Collection Rate: City's Annual Budget
- (10) Price Per Square Foot of Heavy Industrial (HI) District Land: Light Industrial (LI) District Land Per Square Foot
- (11) Employment Data for Land Uses: ESRI Business Analyst and GIS Division

Figure 4. Assumptions

Row	Description	Value	Unit
1	ASSUMPTIONS		
2	KEY		
3	Annual Update Process		
7	MODEL ASSUMPTIONS		
8	[1] All property within the Agricultural (AG) District is assumed to be residential land.		
9	[2] Mixed Use value is assumed to be:		
10	Residential:	67%	
11	Commercial:	33%	
13	[3] City's Estimated Population Per NCTCOG:	43,500	People
14	[4] Estimated City Sales Tax:	\$ 17,250,000.00	
15	[5] Estimated Per Capita Sales Tax:	\$ 396.55	
16	[6] Estimated Sales Tax/SF of Com:	\$ 0.30	/SF
17	[7] Total Acreage of Sales Tax Producing Property in the City:	1,312.22	Acres
18		57,160,303.20	SF
19	[8] Total Commercial Land in SF in City:	67,036,862.00	SF
20	[9] Ratio of Commercial Improvements/Land:	0.85	
21	[10] Number of Households in City:	18,445	
22	[11] Estimated People Per Household:	2.87	US Census
23	[12] Current Property Tax Rate:	0.4021	
24	[13] Current Sales Tax Collection Rate:	2.00%	
25	[14] For \$1.00 Generated on Residential the City Pays:	\$ 1.69	
26	[15] For \$1.00 Generated on Commercial the City Pays:	\$ 0.43	
27	[16] The Cost of Adding One (1) Person:	\$ (789.63)	
28	[17] Price/SF of Heavy Industrial (HI) District land:	\$ 11.54	Same as the Light Industrial (LI) District
29	[18] Every Acre of High Commercial Land Equals # Employees	15.25	
30	[19] Every Acre of Industrial Land Equals # Employees	1.81	
31	[20] Every Acre of Low Intensity Commercial Land Equals # Employees	9.18	

**STEP 5.** The final step in the process is optional depending on the accuracy of the calculations for per square foot land values in each zoning district. The blue cells on the *Cost of Service* tab of the spreadsheet allow the price per square foot to be adjusted for each zoning district. This may be necessary if there is a large amount of vacant land in any district, which could skew the overall price per square foot of land in that district.

**Figure 5. Cost of Service**

**USING THE MODEL**

The following steps lay out the process of inputting a zoning case into the model and generating the summary page that will be provided to appointed and elected officials.

**STEP 1.A.** The first step in the process requests that the user input the land and improvement values of the subject property. This information is obtained from the Rockwall Central Appraisal District (RCAD).

**STEP 1.B.** The next step requests that the user submit the total square footage of all non-residential improvements on the property and/or the number of proposed/current residential lots on the property. This information is obtained from the Rockwall Central Appraisal District (RCAD) and/or the subdivision plat for the property.

**STEP 1.C.** This step requests the current zoning by acreage of the property. If the property has multiple zoning designations, the user will need to get the acreages from the

**Figure 6. Worksheet (Step 1)**

Geographical Information Systems (GIS) Division.

**STEP 1.D.** The next step asks the user if the subject property has any improvements currently existing on the property or if it is vacant. If the property is vacant, the user will need to put an 'X' inside the box. If the property has improvements, the box will need to be left blank.

**STEP 1.E.** The *Agricultural Conversion Chart* is intended to convert agricultural land to its intended base zoning based on the Future Land Use designation for the subject property. For example, if the subject property is designated for Low Density Residential land uses a base zoning of Single Family 10 (SF-10) District or Single Family 16 (SF-16) District would be appropriate.

**STEP 1.F.** The next step asks the user to input the Future Land Use designation and acreage of the subject property. If the property has multiple zoning designations, the user will need to get the acreages from the Geographical Information Systems (GIS) Division.

**STEP 2.A.** This step asks the user to fill in the proposed zoning acreages into the table in the blue cells. The bottom numbers should match to ensure that all the land associated with the zoning change is being accounted for.

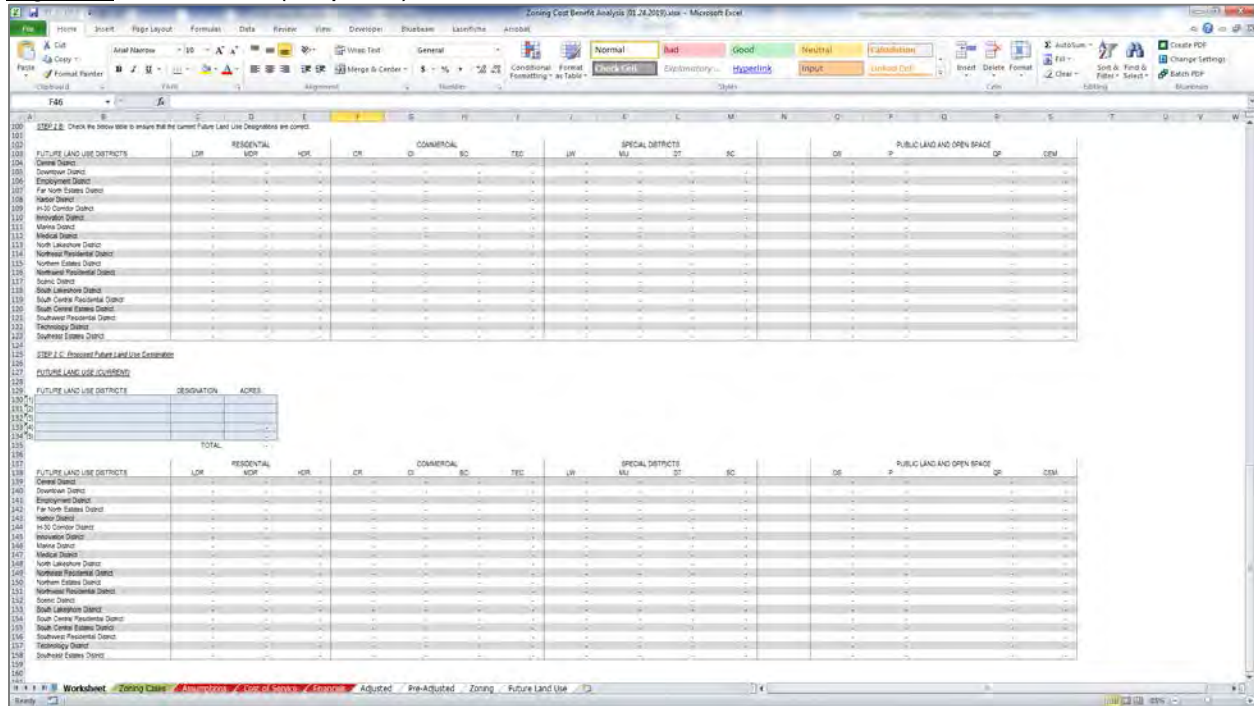
Figure 7. Worksheet (Step 2.A)

**STEP 2.B.** This step asks the user to check the information contained in the Future Land Use table to ensure that the current Future Land Use designation is correct with regard to the designation, acreage, and district.

**STEP 2.C.** The next step asks the user to input the Land Use District and Future Land Use designations that will result from the zoning change if approved, and their associated acreages. This may require assistance from the Geographical Information Systems (GIS) Division to determine the acreages.

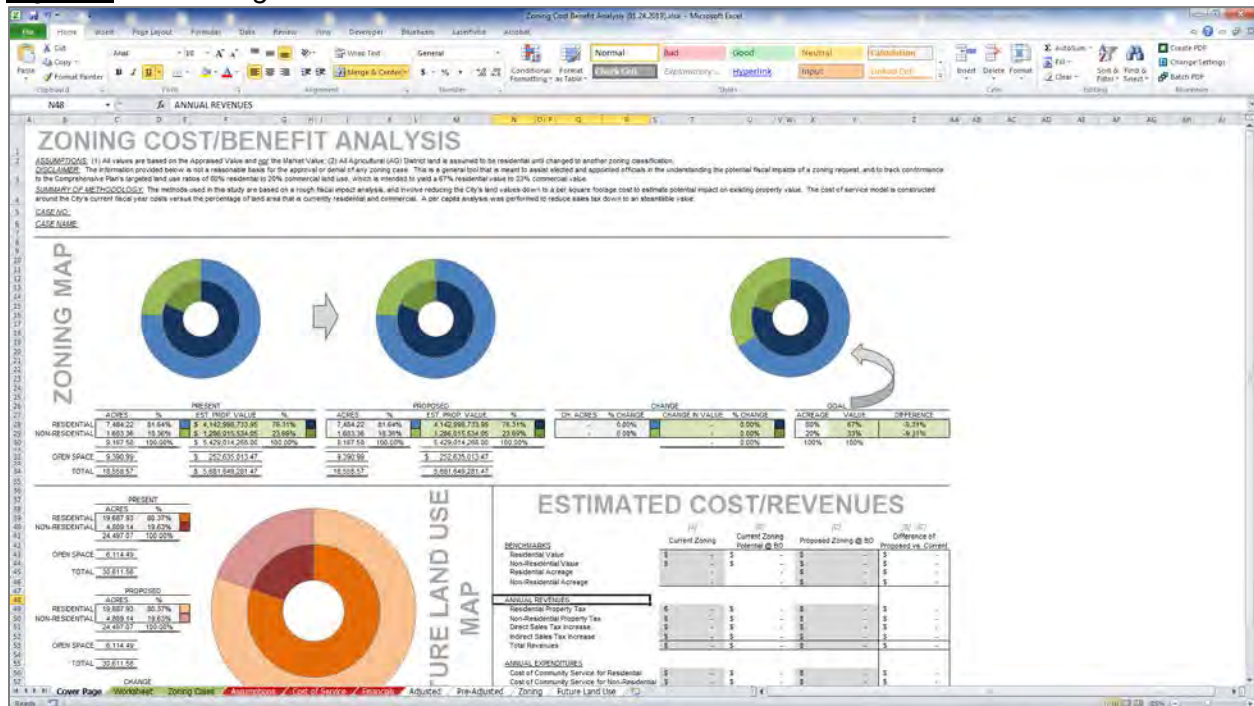


Figure 8. Worksheet (Step 2.C)



**STEP 3.** Once all information has been entered on the *Worksheet* tab, the user should click on the *Cover Page* tab and fill out the *CASE NO.* and *CASE NAME* blanks at the top of the page. The cover page can then be printed or exported to a .pdf file.

Figure 9. Cover Page



## UPDATING THE MODEL

To ensure that the model is providing the most accurate information possible it is necessary to input approved zoning cases into the *Zoning Cases* tab of the model. To do this the model requires that the table entitled *Changes to the Zoning Map* be updated as well as the *Changes to the Future Land Use Map*. These two (2) tables should have one (1) entry for each zoning/future land use change resulting from a change in zoning. The red arrows below indicate the tables that should be updated.

Figure 10. Changes to the Zoning Map

The screenshot shows the 'Zoning Cases' tab in Microsoft Excel. The 'CHANGES TO THE ZONING MAP' table is highlighted with a red arrow. The table has the following columns: CASE NUMBER, ZONING, ZONING DESIGNATION, ACRES, and DATE APPROVED. Below the table is a 'TOTAL' row.

CASE NUMBER	ZONING	ZONING DESIGNATION	ACRES	DATE APPROVED
INSERT NEXT LINE HERE				
TOTAL				

Figure 11. Changes to the Future Land Use Map

The screenshot shows the 'Future Land Use Map' tab in Microsoft Excel. The 'CHANGES TO THE FUTURE LAND USE MAP' table is highlighted with a red arrow. The table has the following columns: CASE NUMBER, FUTURE LAND USE DESIGNATION, ACRES, and DATE APPROVED. Below the table is a 'TOTAL' row.

CASE NUMBER	FUTURE LAND USE DESIGNATION	ACRES	DATE APPROVED
INSERT NEXT LINE HERE			
TOTAL			

# ZONING COST/BENEFIT ANALYSIS

**ASSUMPTIONS:** (1) All values are based on the Appraised Value and not the Market Value; (2) All Agricultural (AG) District land is assumed to be residential until changed to another zoning classification.

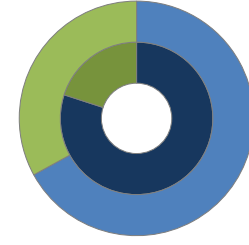
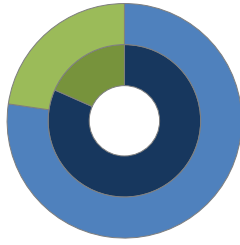
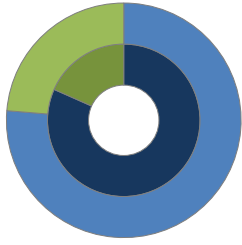
**DISCLAIMER:** The information provided below is not a reasonable basis for the approval or denial of any zoning case. This is a general tool that is meant to assist elected and appointed officials in the understanding the potential fiscal impacts of a zoning request, and to track conformance to the Comprehensive Plan's targeted land use ratios of 80% residential to 20% commercial land use, which is intended to yield a 67% residential value to 33% commercial value.

**SUMMARY OF METHODOLOGY:** The methods used in this study are based on a rough fiscal impact analysis, and involve reducing the City's land values down to a per square footage cost to estimate potential impact on existing property value. The cost of service model is constructed around the City's current fiscal year costs versus the percentage of land area that is currently residential and non-residential. A per capita multiplier and average cost method were used to estimate sales tax.

CASE NO.: Z2018-010

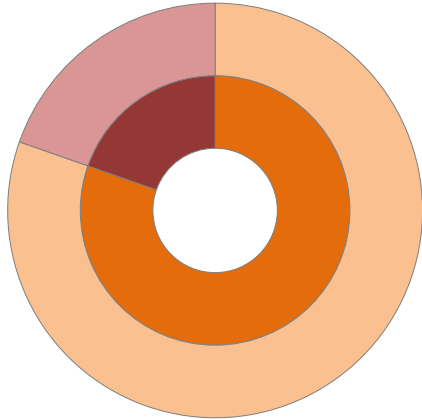
CASE NAME: Wallace Tract (AG to PD)

## ZONING MAP



PRESENT				PROPOSED				CHANGE				GOAL			
	ACRES	%	EST. PROP. VALUE		ACRES	%	EST. PROP. VALUE		CH. ACRES	% CHANGE	CHANGE IN VALUE	% CHANGE	ACREAGE	VALUE	DIFFERENCE
RESIDENTIAL	7,484.22	81.64%	\$ 4,142,998,733.95	76.31%	7,484.22	81.64%	\$ 4,381,314,568.16	77.31%	-	0.00%	238,315,834.21	4.39%	80%	67%	-10.31%
NON-RESIDENTIAL	1,683.36	18.36%	\$ 1,286,015,534.05	23.69%	1,683.36	18.36%	\$ 1,286,015,534.05	22.69%	-	0.00%	-	0.00%	20%	33%	-10.31%
OPEN SPACE	9,167.58	100.00%	\$ 5,429,014,268.00	100.00%	9,167.58	100.00%	\$ 5,667,330,102.21	100.00%	-	-	238,315,834.21	4.39%	100%	100%	-
TOTAL	9,390.99		\$ 252,635,013.47		9,390.99		\$ 252,635,013.47		18,558.57		5,919,965,115.67				

PRESENT		PROPOSED		CHANGE	
	ACRES	%		ACRES	%
RESIDENTIAL	19,687.93	80.37%	19,687.93	80.37%	-
NON-RESIDENTIAL	4,809.14	19.63%	4,809.14	19.63%	-
TOTAL	24,497.07	100.00%	24,497.07	100.00%	-
OPEN SPACE	6,114.49		6,114.49		
TOTAL	30,611.56		30,611.56		



## FUTURE LAND USE MAP

## ESTIMATED COST/REVENUES

BENCHMARKS	[A]	[B]	[C]	[B] - [C]
	Current Zoning	Current Zoning Potential @ BO	Proposed Zoning @ BO	Difference of Proposed vs. Current
Residential Value	\$ 47,210.00	\$ 169,436,635.19	\$ 238,315,834.21	\$ 68,879,199.02
Non-Residential Value	\$ -	\$ -	\$ -	\$ -
Residential Acreage	262.06	262.06	262.06	-
Non-Residential Acreage	-	-	-	-
<b>ANNUAL REVENUES</b>				
Residential Property Tax	\$ 189.83	\$ 681,304.71	\$ 958,267.97	\$ 276,963.26
Non-Residential Property Tax	\$ -	\$ -	\$ -	\$ -
Direct Sales Tax Increase	\$ -	\$ -	\$ -	\$ -
Indirect Sales Tax Increase	\$ 5,690.52	\$ 310,600.07	\$ 734,076.72	\$ 423,476.65
Total Revenues	\$ 5,880.35	\$ 991,904.78	\$ 1,692,344.69	\$ 700,439.91
<b>ANNUAL EXPENDITURES</b>				
Cost of Community Service for Residential	\$ -	\$ (1,845,790.24)	\$ (3,724,760.85)	\$ (1,878,970.61)
Cost of Community Service for Non-Resident	\$ -	\$ -	\$ -	\$ -
Total Estimated Expenditures	\$ -	\$ (1,845,790.24)	\$ (3,724,760.85)	\$ (1,878,970.61)
<b>EST. ANN. COST/REVENUES</b>	\$ 5,880.35	\$ (853,885.46)	\$ (2,032,416.16)	\$ (1,178,530.70)
<b>OTHER BENCHMARKS</b>				
Additional Citizens Added to Population		783	1,851	1,068
Estimated Non-Resident Consumers in City		0	-	-

# ZONING COST/BENEFIT ANALYSIS

**ASSUMPTIONS:** (1) All values are based on the Appraised Value and not the Market Value; (2) All Agricultural (AG) District land is assumed to be residential until changed to another zoning classification.

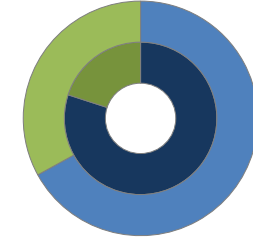
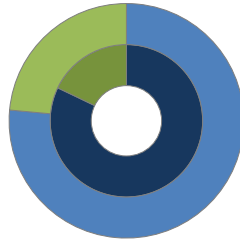
**DISCLAIMER:** The information provided below is not a reasonable basis for the approval or denial of any zoning case. This is a general tool that is meant to assist elected and appointed officials in the understanding the potential fiscal impacts of a zoning request, and to track conformance to the Comprehensive Plan's targeted land use ratios of 80% residential to 20% commercial land use, which is intended to yield a 67% residential value to 33% commercial value.

**SUMMARY OF METHODOLOGY:** The methods used in this study are based on a rough fiscal impact analysis, and involve reducing the City's land values down to a per square footage cost to estimate potential impact on existing property value. The cost of service model is constructed around the City's current fiscal year costs versus the percentage of land area that is currently residential and commercial. A per capita analysis was performed to reduce sales tax down to an steamtable value.

**CASE NO.:** Z2018-030

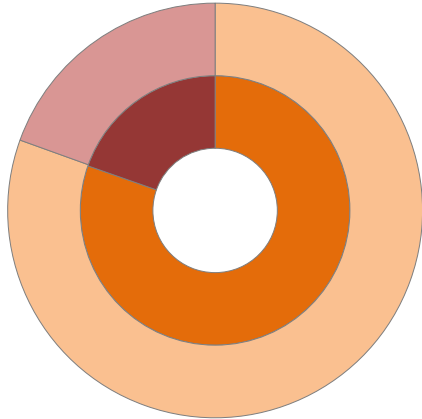
**CASE NAME:** Zoning Change (AG, C & HC to PD) for the Enclave

## ZONING MAP



PRESENT				PROPOSED				CHANGE				GOAL			
	ACRES	%	EST. PROP. VALUE		ACRES	%	EST. PROP. VALUE		CH. ACRES	% CHANGE	CHANGE IN VALUE	% CHANGE	ACREAGE	VALUE	DIFFERENCE
RESIDENTIAL	7,484.22	81.64%	\$ 4,142,998,733.95	76.31%	7,528.43	82.12%	4,195,856,052.86	76.47%	44.21	0.48%	52,857,318.91	0.97%	80%	67%	-9.47%
NON-RESIDENTIAL	1,683.36	18.36%	\$ 1,286,015,534.05	23.69%	1,639.15	17.88%	1,291,026,225.86	23.53%	(44.21)	-0.48%	5,010,691.81	0.09%	20%	33%	-9.47%
OPEN SPACE	9,167.58	100.00%	\$ 5,429,014,268.00	100.00%	9,167.58	100.00%	5,486,882,278.72	100.00%			57,868,010.72	1.07%	100%	100%	
TOTAL	9,390.99		\$ 252,635,013.47		9,390.99		\$ 252,635,013.47								
TOTAL	18,558.57		\$ 5,681,649,281.47		18,558.57		\$ 5,739,517,292.19								

PRESENT		PROPOSED		CHANGE	
	ACRES	%		ACRES	%
RESIDENTIAL	19,687.93	80.37%	19,722.63	80.51%	34.70
NON-RESIDENTIAL	4,809.14	19.63%	4,774.44	19.49%	(34.70)
OPEN SPACE	24,497.07	100.00%	24,497.07	100.00%	
TOTAL	30,611.56		30,611.56		



## FUTURE LAND USE MAP

## ESTIMATED COST/REVENUES

### BENCHMARKS

	[A] Current Zoning	[B] Current Zoning Potential @ BO	[C] Proposed Zoning @ BO	[B] - [C] Difference of Proposed vs. Current
Residential Value	\$ 270,916.65	\$ 13,380,792.06	\$ 52,857,318.91	\$ 39,476,526.85
Non-Residential Value	\$ 944,583.35	\$ 30,151,613.58	\$ 5,010,691.81	\$ (25,140,921.77)
Residential Acreage	14.20	14.20	58.41	44.21
Non-Residential Acreage	49.51	49.51	5.30	(44.21)

### ANNUAL REVENUES

	[A]	[B]	[C]	[B] - [C]
Residential Property Tax	\$ 1,089.36	\$ 53,804.16	\$ 212,539.28	\$ 158,735.11
Non-Residential Property Tax	\$ 3,798.17	\$ 121,239.64	\$ 20,147.99	\$ (101,091.65)
Direct Sales Tax Increase	\$ -	\$ 440,511.12	\$ 69,672.01	\$ (370,839.11)
Indirect Sales Tax Increase	\$ -	\$ 24,528.79	\$ 139,986.72	\$ 115,457.94
Total Revenues	\$ 4,887.53	\$ 640,083.71	\$ 442,346.00	\$ (197,737.71)

### ANNUAL EXPENDITURES

	[A]	[B]	[C]	[B] - [C]
Cost of Community Service for Residential	\$ -	\$ (145,766.21)	\$ (830,204.08)	\$ (684,437.87)
Cost of Community Service for Commercial	\$ -	\$ (249,982.82)	\$ (41,542.95)	\$ 208,439.88
Total Estimated Expenditures	\$ -	\$ (395,749.03)	\$ (871,747.03)	\$ (475,998.00)

### EST. ANN. COST/REVENUES

	[A]	[B]	[C]	[B] - [C]
EST. ANN. COST/REVENUES	\$ 4,887.53	\$ 244,334.68	\$ (429,401.03)	\$ (673,735.71)

OTHER BENCHMARKS	[A]	[B]	[C]	[B] - [C]
Additional Citizens Added to Population		62	353	291
Estimated Non-Resident Consumers in City		337	49	(288)

# ZONING COST/BENEFIT ANALYSIS

**ASSUMPTIONS:** (1) All values are based on the Appraised Value and not the Market Value; (2) All Agricultural (AG) District land is assumed to be residential until changed to another zoning classification.

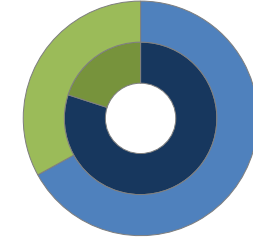
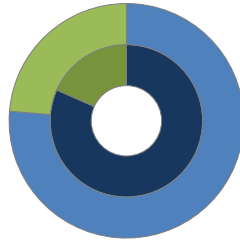
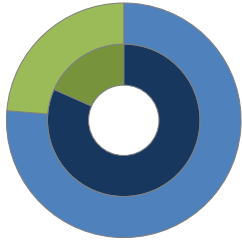
**DISCLAIMER:** The information provided below is not a reasonable basis for the approval or denial of any zoning case. This is a general tool that is meant to assist elected and appointed officials in the understanding the potential fiscal impacts of a zoning request, and to track conformance to the Comprehensive Plan's targeted land use ratios of 80% residential to 20% commercial land use, which is intended to yield a 67% residential value to 33% commercial value.

**SUMMARY OF METHODOLOGY:** The methods used in this study are based on a rough fiscal impact analysis, and involve reducing the City's land values down to a per square footage cost to estimate potential impact on existing property value. The cost of service model is constructed around the City's current fiscal year costs versus the percentage of land area that is currently residential and non-residential. A per capita multiplier and average cost method were used to estimate sales tax.

**CASE NO.:** Z2018-022

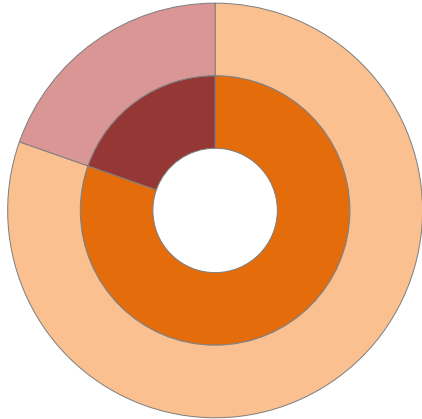
**CASE NAME:** Zoning Change (SF-7 to RO) for 506 Barnes Street

## ZONING MAP



PRESENT				PROPOSED				CHANGE				GOAL			
	ACRES	%	EST. PROP. VALUE		ACRES	%	EST. PROP. VALUE		CH. ACRES	% CHANGE	CHANGE IN VALUE	% CHANGE	ACREAGE	VALUE	DIFFERENCE
RESIDENTIAL	7,484.22	81.64%	\$ 4,142,998,733.95	76.31%	7,484.05	81.64%	\$ 4,143,137,505.36	76.31%	(0.16)	0.00%	138,771.41	0.00%	80%	67%	-9.31%
NON-RESIDENTIAL	1,683.36	18.36%	\$ 1,286,015,534.05	23.69%	1,683.52	18.36%	\$ 1,286,109,855.64	23.69%	0.16	0.00%	94,321.59	0.00%	20%	33%	-9.31%
OPEN SPACE	9,167.58	100.00%	\$ 5,429,014,268.00	100.00%	9,167.58	100.00%	\$ 5,429,247,361.00	100.00%			233,093.00	0.00%	100%	100%	
TOTAL	18,558.57		\$ 5,681,649,281.47		18,558.57		\$ 5,681,882,374.46								

PRESENT		PROPOSED		CHANGE	
	ACRES	%		ACRES	%
RESIDENTIAL	19,687.93	80.37%	19,687.93	-	0.00%
NON-RESIDENTIAL	4,809.14	19.63%	4,809.14	-	0.00%
TOTAL	24,497.07	100.00%	24,497.07		
OPEN SPACE	6,114.49		6,114.49		
TOTAL	30,611.56		30,611.56		



## FUTURE LAND USE MAP

## ESTIMATED COST/REVENUES

BENCHMARKS	[A]	[B]	[C]	[B] - [C]
	Current Zoning	Current Zoning Potential @ BO	Proposed Zoning @ BO	Difference of Proposed vs. Current
Residential Value	\$ 52,730.00	\$ 454,787.16	\$ 138,771.41	\$ (316,015.75)
Non-Residential Value	\$ -	\$ -	\$ 94,321.59	\$ 94,321.59
Residential Acreage	0.50	0.50	0.34	(0.17)
Non-Residential Acreage	-	-	0.17	0.17
<b>ANNUAL REVENUES</b>				
Residential Property Tax	\$ 212.03	\$ 1,828.70	\$ 558.00	\$ (1,270.70)
Non-Residential Property Tax	\$ -	\$ -	\$ 379.27	\$ 379.27
Direct Sales Tax Increase	\$ -	\$ -	\$ 2,169.03	\$ 2,169.03
Indirect Sales Tax Increase	\$ 1,138.10	\$ 1,233.84	\$ -	\$ (1,233.84)
Total Revenues	\$ 1,350.13	\$ 3,062.54	\$ 3,106.30	\$ 43.76
<b>ANNUAL EXPENDITURES</b>				
Cost of Community Service for Residential	\$ (7,106.69)	\$ (7,106.69)	\$ -	\$ 7,106.69
Cost of Community Service for Non-Resident	\$ -	\$ -	\$ (782.01)	\$ (782.01)
Total Estimated Expenditures	\$ (7,106.69)	\$ (7,106.69)	\$ (782.01)	\$ 6,324.69
<b>EST. ANN. COST/REVENUES</b>	\$ (5,756.56)	\$ (4,044.15)	\$ 2,324.29	\$ 6,368.45
<b>OTHER BENCHMARKS</b>				
Additional Citizens Added to Population		3	-	(3)
Estimated Non-Resident Consumers in City		0	8	8

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**CITY OF ROCKWALL**  
CITY COUNCIL MEMORANDUM

**PLANNING AND ZONING DEPARTMENT**  
385 S. GOLIAD STREET • ROCKWALL, TX 75087  
PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

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**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:** February 19, 2019  
**SUBJECT:** IH-30 Commercial Corridor Planning Study Work Session

---

On December 3, 2018, staff provided a copy of the IH-30 Commercial Corridor Planning Study to the City Council with the intention of holding a work session in February 2019. As the City Council may recall, this document was prepared by the Planning and Zoning Department in accordance with the City's *Strategic Plan* and the recently adopted OURHometown Vision 2040 Comprehensive Plan. Under the *Strategic Initiatives* for Goal #2 -- *maintain or increase the current per capita sales tax revenue* -- of the Planning and Zoning Department's section of the City's *Strategic Plan*, the Planning and Zoning Department was tasked with creating an IH-30 Commercial Corridor Plan that would emphasize strategic properties and development opportunities in the corridor. In addition, the document was intended to provide the City Council with a comprehensive list of strategies that could work in tandem with the implementation plan contained in this document to ensure the long-term commercial success of the corridor.

The objective of this work session is to discuss and consider the list of strategies based on the information contained in the IH-30 Commercial Corridor Planning Study, and provide direction to staff concerning which strategies -- *if any* -- are appropriate for the City to employ. It should be noted that this plan was anticipated when drafting the OURHometown Vision 2040 Comprehensive Plan, and that one of the implementation strategies contained in *Chapter 06 | Economic Development* of the Comprehensive Plan refers to the creation of "...a long term-plan for the IH-30 Corridor that provides recommendations and implementation strategies targeted at protecting, supporting, and adopting land uses situated within the corridor." In addition, the *IH-30 Corridor District* in the land use plan contained in *Chapter 01 | Land Use and Growth Management* of the Comprehensive Plan was labeled as *RESERVED* in anticipation of the City Council's direction regarding the IH-30 Commercial Corridor Plan. Ultimately, it is the intent of the Comprehensive Plan to incorporate a summary of the plan -- based on the City Council's direction -- into *Appendix B | Corridor Plans*, and to update the *IH-30 Corridor District* in *Chapter 01 | Land Use and Growth Management* with the City Council's chosen *District Strategies*. This can be achieved through the annual update process.

Attached to this memorandum is a copy of Chapter 5, *Framework*, and Chapter 6, *Corridor Strategies & Implementation Plan*, for the City Council's review. Staff has also provided a map summary of the plan framework and all strategies listed in the document. Should the City Council have any questions about this memorandum or the attached information, staff will be available to discuss at the February 19, 2019 work session meeting.

# CHAPTER 5 PLAN FRAMEWORK





## SECTION 1 PLAN FRAMEWORK

Broad planning ideas, goals and objectives form the framework used to develop strategies intended to support existing land uses and to target and attract new regional land uses. From the existing conditions analysis, the retail trade area analysis, the benchmark analysis and the stakeholder engagement workshop, the Staff Planning Committee (SPC) created the broad framework depicted in Figure 5.1: Plan Framework below and in Map 5.6: Plan Framework Map. This framework was later used to identify strategies for business retention/attraction in the corridor and to draft an implementation plan. This framework includes:

### CORRIDOR ZONES

The Corridor Zones (i.e. Preservation, Transition and Opportunity Zones) -- which were established by citizens and stakeholders as part of Station 3: Plan Framework of the stakeholder engagement workshop -- were reviewed by the SPC. For the most part the SPC agreed with the findings from the stakeholder engagement workshop; however, they identified three (3) clarifications in the way the zones were broken down. Specifically, the SPC identified the following: [1] Zone #3 should be broken down into two (2) parts and the portion between Greencrest Boulevard and S. Goliad Street (SH-205) be identified as a Transition Zone as opposed to a Preservation Zone; [2] Zone #7 (i.e. Zone #'s 5 & 7 below) be broken into two (2) parts and the portion between T. L. Townsend Drive and John King Boulevard be identified as Transition Zone as opposed to an Opportunity Zone; and, [3] Zone #6 (i.e. Zone #'s 6 & 8 below) be broken into two (2) parts and the portion in between S. Goliad Street (SH-205) and T. L. Townsend Drive be identified as a Preservation Zone as opposed to a Transition Zone. By breaking the corridor

down into these zones, the SPC was better able to look at specific strategies that could be applied to each individual area.

*NOTE: See Station #3: Plan Framework in Section 3, Workshop, of Chapter 4, Stakeholder Engagement & Public Participation, of this document for definitions of each zone (i.e. Preservation, Transition, and Opportunity).*

The final corridor zones are as follows (and depicted in Map 5.1: Corridor Zones Map):

- ☑ Corridor Zone #1: This zone is situated between Horizon Road (FM-3097) and Ridge Road (FM-740) on the north side of IH-30 and is designated as a *Transitional Zone*. This designation is due to the large amount of vacant property that currently exists in this area, and the uncertainty of how the development of this land will affect adjacent/existing land uses.
- ☑ Corridor Zone #2: This triangular shaped zone is situated within the bounds of Ridge Road (FM-740), Horizon Road (FM-3097), and IH-30, and is identified as a *Transition Zone*. This area contains an older shopping center (i.e. *Carlisle Plaza*) that is currently in the process of transitioning. The public also identified this area as a *Strategically Located Property* in the stakeholder engagement meeting. Due to its redevelopment opportunity.

- ☑ Corridor Zone #3: This zone is divided between two (2) designations due to discrepancies between the public's map and the SPC's map. The portion from Ridge Road (FM-740) to Greencrest Boulevard is identified as a *Preservation Zone*, and the area between Greencrest Boulevard and N. Goliad Street (SH-205) is identified as a *Transition Zone*. The split designation indicates a difference in the development of these two (2) areas, and of how these businesses have changed overtime. This split is also attributed to the new development currently taking place in the area between Greencrest Boulevard and S. Goliad Street (SH-205).
- ☑ Corridor Zone #4: This zone is directly south of *Corridor Zone #3* and extends from Ridge Road (FM-740) to N. Goliad Street (SH-205). This area is identified as a *Preservation Zone*, which is primarily attributed to recently developed shopping centers in this zone. These properties are currently considered highly performing commercial/retail properties.
- ☑ Corridor Zone #5: This zone extends from N. Goliad Street (SH-205) to T. L. Townsend Drive and is identified as an *Opportunity Zone*.

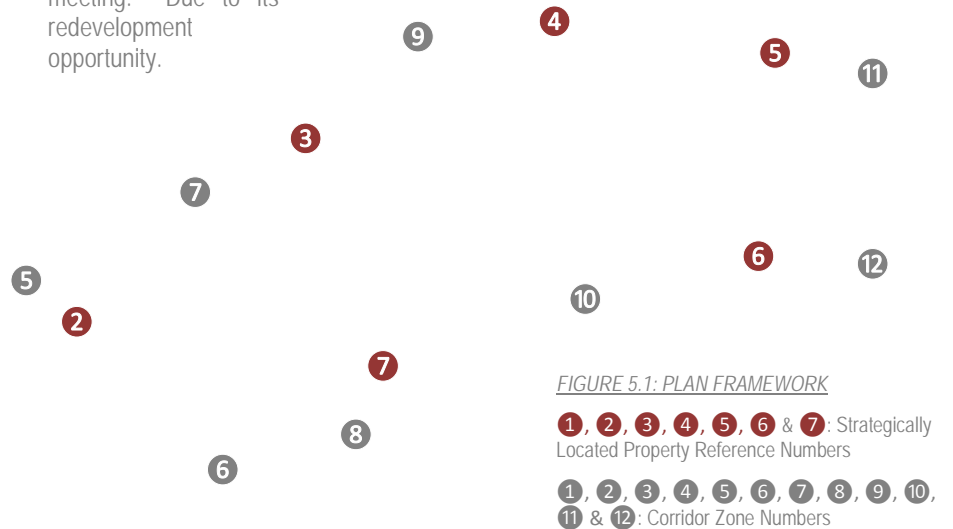


FIGURE 5.1: PLAN FRAMEWORK

①, ②, ③, ④, ⑤, ⑥ & ⑦: Strategically Located Property Reference Numbers  
 ⑧, ⑨, ⑩, ⑪ & ⑫: Corridor Zone Numbers

GREEN is Preservation Zones  
 ORANGE is Transition Zones  
 BLUE is Opportunity Zones

- ☀ Potential Entry Portal Location
- 🏠 Strategically Located Properties
- ➔ Major Roadways
- Minor Collector
- M4D (Minor, Four [4] Lane, Divided Roadway)
- M4U (Minor, Four [4] Lane, Undivided Roadway)

The purpose of this designation is tied to the large vacant property in front of the County Courthouse, and to other potential redevelopment opportunities within this area.

- ☑ Corridor Zone #6: This zone extends from S. Goliad Street (SH-205) to T. L. Townsend Drive and is identified as a *Preservation Zone*. This area includes newer development in the IH-30 corridor (i.e. the *CostCo shopping center and adjacent land uses*) that should be preserved moving forward.
- ☑ Corridor Zone #7: This zone is identified as a *Transition Zone* and extends from T. L. Townsend Drive to John King Boulevard. This area incorporates industrial and interim land uses that are considered to be transitioning. In addition, this land also incorporates strategically located vacant property adjacent to the John King Boulevard.
- ☑ Corridor Zone #8: This zone is also situated between T. L. Townsend Drive and John King Boulevard, south of IH-30. The area is identified as a *Transition Zone*, due to the large amount of transitional or interim land uses along the IH-30 frontage road. In addition, the property has several large tracts of land that are currently vacant. When developed these properties could change the land use pattern for the area. This zone also has a strategically located, vacant property at the southwest corner of John King Boulevard and IH-30.
- ☑ Corridor Zone #9: This corridor zone extends from John King Boulevard to Stodgehill Road (FM-3549). Since the majority of these tracts are currently vacant, this zone is identified as an *Opportunity Zone* and all property in this area is identified as strategically located property.
- ☑ Corridor Zone #10: This zone is situated between John King Boulevard and Corporate Crossing, and is identified as a *Transitional Zone*. The purpose of this designation is tied to the existing land uses and parcelization pattern of the area (i.e. *the way the property has been subdivided over time*).
- ☑ Corridor Zone #11: This corridor zone is identified as an *Opportunity Zone* and is located north of IH-30, east of Stodgehill Road (FM-3549). This zone is vacant and is directly adjacent to the City's eastern City limit line. This entire zone is

considered to be a strategically located property.

- ☑ Corridor Zone #12: The final corridor zone is south of IH-30, east of Corporate Crossing. This zone is primarily vacant and only contains a few interim land uses. Due to the largely undeveloped area in this zone, it is identified as an *Opportunity Zone*. In addition, the zone contains strategically located property at the southeast corner of the intersection of John King Boulevard and IH-30.

### STRATEGICALLY LOCATED PROPERTIES

Using the findings from the *Benchmark Analysis -- detailed in Chapter 3, Benchmark Analysis for Strategically Located Properties, of this document* -- the SPC identified potentially appropriate developments for each of the strategically located properties. The models used in this exercise are as follows:

- (1) Strip Retail Center Model
- (2) Mixed-Use Center Model
- (3) Town Center Model
- (4) Regional Destination Center Model

*NOTE: See Section 3, Benchmark Analysis Findings, of Chapter 3, Benchmark Analysis for Strategically Located Properties, of this document for definitions/characteristics of each model.*

The findings by the SPC are as follows (and depicted in Map 5.2: *Strategically Located Properties*):

- ☑ Strategically Located Property #1: The first strategically located property represents the only redevelopment possibility that was identified by the SPC and/or the public, and could benefit from an adaptive reuse or redevelopment plan. Taking this into consideration the SPC did not apply any of the models to this property. It was simply identified as a *redevelopment opportunity*.
- ☑ Strategically Located Property #2: This strategically located property is situated at the southwest corner of T. L. Townsend Drive and the IH-30 frontage road, and is currently owned by Rockwall County. The SPC unanimously identified this property as being suitable for a *Strip Retail Center*. It should also be pointed out that this property is currently entitled for this type of development under the Commercial (C) District as defined by the UDC. The SPC felt that despite being a highly visible site this model was appropriate due to the limited access caused by the location of the on/off ramps at John King Boulevard and S. Goliad Street (SH-205).

- ☑ Strategically Located Property #3: This strategic area is located adjacent to the western right-of-way line of John King Boulevard, and is partially zoned Commercial (C) District with the remainder being zoned Light Industrial (LI) District. The SPC identified this property as being suitable for a *Mixed-Use Center* or a *Town Center*. This designation is due to the location and visibility of the property, and that it is located near and accessible from two (2) major roadways (i.e. *John King Boulevard and Justin Road*) and a major highway (i.e. *IH-30*). With this being said the property is situated below the highway overpass and as a result the site has limited visibility for a single story structure. Structures that are two (2) to three (3) stories in height would be better suited for this property.

- ☑ Strategically Located Property #4: This area is located between John King Boulevard and Stodgehill Road (FM-3549), north of IH-30. The properties in this area are zoned as Commercial (C), Light Industrial (LI) and Agricultural (AG) Districts. Due to the large acreage of these strategic properties, the SPC broke the designation of this area into three (3) zones. The first was directly adjacent to John King Boulevard and was identified as being suitable for *Strip Retail Center* by the SPC. The second area was located between Security Drive and the golf course (i.e. *A1 Golf*) and was identified as being suitable for a *Town Center* development. The third area was the remainder of the property and was identified as being suitable for a *Regional Destination Center*. These designations stem from the good visibility and close proximity to major roadways. In addition, this property is in an ideal location for a large commercial/retail development/regional center.

- ☑ Strategically Located Property #5: This property is located at the northeast corner of Stodgehill Road (FM-3549) and IH-30 and is zoned Commercial (C) District. Due to the linear nature of this strategically located property, the SPC identified the *Mixed-Use Center* and *Strip Retail Center* as being potentially appropriate models for development. This property does have limited access and poor visibility from east bound traffic, but is located directly adjacent to *Strategically Located Property # 4* making the possibility for a major

intersection at IH-30 and Stodgehill Road (FM-3549) highly likely.

- ☑ Strategically Located Property #6: This strategically located property is situated at the southeast corner of Corporate Crossing and IH-30 and is currently zoned Commercial (C) District. The SPC identified this property as being appropriate for both a *Mixed-Use Center* or a *Town Center* based on the location, acreage and its relation to the highway and Corporate Crossing. A *Strip Retail Center* and *Regional Destination Center* were also identified by the SPC as being viable alternatives for this property.
- ☑ Strategically Located Property #7: The final strategically located property is situated at the southwest corner of John King Boulevard and IH-30. The SPC identified this property as predominantly being suitable for a *Strip Retail Center*; however, it was also thought to be a suitable location for a *Mixed-Use Center*. It was ultimately decided by the SPC that this property has the acreage and carrying capacity for both types of centers, but is probably best suited for a *Strip Retail Center* that incorporates a grocery store or other large neighborhood service retailer as a primary anchor. The purpose of this designation is due to the poor visibility caused by the highway overpass and the close proximity to a large amount of residential homes and apartment units. The property is currently zoned Commercial (C) District.

## ENTRY PORTALS

Entry portals are an essential element to creating a sense of place and distinguishing a City's boundaries. Currently, the City's western boundary is well defined by Lake Ray Hubbard and the Harbor District. The portals create a defined natural and built edge to the City. The eastern boundary of the City, on the other hand, is undefined. When the SPC examined this area it was decided that an entry portal was an important element in the plan moving forward; however, the SPC was of the opinion that it was somewhat difficult to define what an entry portal in this area should look like since these properties remain largely undeveloped. With this the SPC choose several locations where an eastern entry portal could be incorporated at the time the adjacent properties develop. The thinking behind this was that the portal would match the architecture of future development if constructed at the same time as the properties.

*Map 5.5: Entry Portal Locations* shows the four (4) possible portal locations identified by the SPC along with all existing and proposed monumentation throughout the corridor.

## TRANSPORTATION FACILITIES

Looking at the existing and proposed roadway facilities, the corridor is already well circulated, and the future facilities are a good approximation of what will be needed to circulate any future development; however, without knowing exactly what will be developed on these parcels the SPC felt that the current number of roadways depicted on the property between John King Boulevard and Stodgehill Road (FM-3549) could be a deterrent to development. With Justin Road extending through the property from east to west and a M4U (*minor, four [4] lane, undivided roadway*) curving through the property from east to west, two (2) Minor Collectors extending north to south were deemed unnecessary. The SPC was also of the opinion that Commerce Street should be continue in a southwardly direction connecting the IH-30 Frontage Road to T. L. Townsend Drive. These were the only changes to the existing and proposed transportation facilities that appeared to be necessary as a result of this study. *Map 5.3: Transportation Facilities* depicts the proposed roadway amendments.

Staff should point out that these changes were incorporated into the revised Master Thoroughfare Plan contained in the proposed OURHOMETOWN Vision 2040 Comprehensive Plan, and that no additional actions would be required with regard to transportation facilities. This was incorporated after the Comprehensive Plan Advisory Committee (CPAC) made similar findings about these areas.

## LAND USE PLAN

Looking at the current Future Land Use Plan for the IH-30 Corridor, only about 37.56% of the corridor is identified as a *Special Commercial Corridor*. The remainder of the corridor is scheduled for *Commercial* (38.35%), *Technology/Light Industrial* (13.33%), *Special District* (4.70%), and to a lesser degree *Parks and Open Space*, *High Density Residential*, *Public Uses* and *Quasi-Public Uses*. After reviewing the goals and objectives of this study, the SPC recommended that the majority of the corridor should be designated as a *Special Commercial Corridor*. The only area that the SPC wanted to deviate from this land use scheme, was the area directly adjacent to the railroad tracks

between John King Boulevard and Stodgehill Road (FM-3549). The SPC felt that this area should be flexible in nature and be designated for either *Technology/Employment Center* and/or *Special Commercial Corridor*. The purpose of this flexibility was to allow industrial or technology firms the ability to locate within the corridor, adjacent to the existing railroad facilities; however, the flexibility would provide for an easy transition to commercial uses should a regional land use be identify for this area. *Map 5.4: Future Land Use Map* shows the SPC's recommendations concerning land use. As a note, the OURHOMETOWN Vision 2040 Comprehensive Plan incorporated this land use change into the revised Future Land Use Plan, after the Comprehensive Plan Advisory Committee (CPAC) made a similar finding with this area.

## SECTION 2 SUMMARY

Putting all this information together forms the *Plan Framework* of this study. A map of this framework is depicted in *Map 5.6: Plan Framework Map*. A summary of the recommendations provided by this framework are as follows:

- (1) The corridor zones that were established as part of this study are intended to guide policy decisions for the final recommendations contained in Chapter 6, *Corridor Strategies & Implementation Plan*, of this document.
- (2) The strategically located properties identified by the SPC were classified based on their potential carrying capacity for retail/regional land uses. This part of the plan framework was to draw attention to these properties and provide various possibilities that would fit the City's desire for regional development.
- (3) Monumentation locations were identified for the purpose of creating an eastern entry portal. The design of these monumentation markers should be incorporated into the site plan approval process to allow for review prior to adoption by the City's Planning and Zoning Commission and City Council.
- (4) The SPC identified potential changes to two (2) roadways on the Master Thoroughfare Plan. This involves an extension of Commerce Street and the removal of a proposed street running parallel to Security Drive.
- (5) Finally, a coherent land use plan that is tied to the goals of this study was laid out. This plan primarily promotes the future of the corridor being zoned and developed in

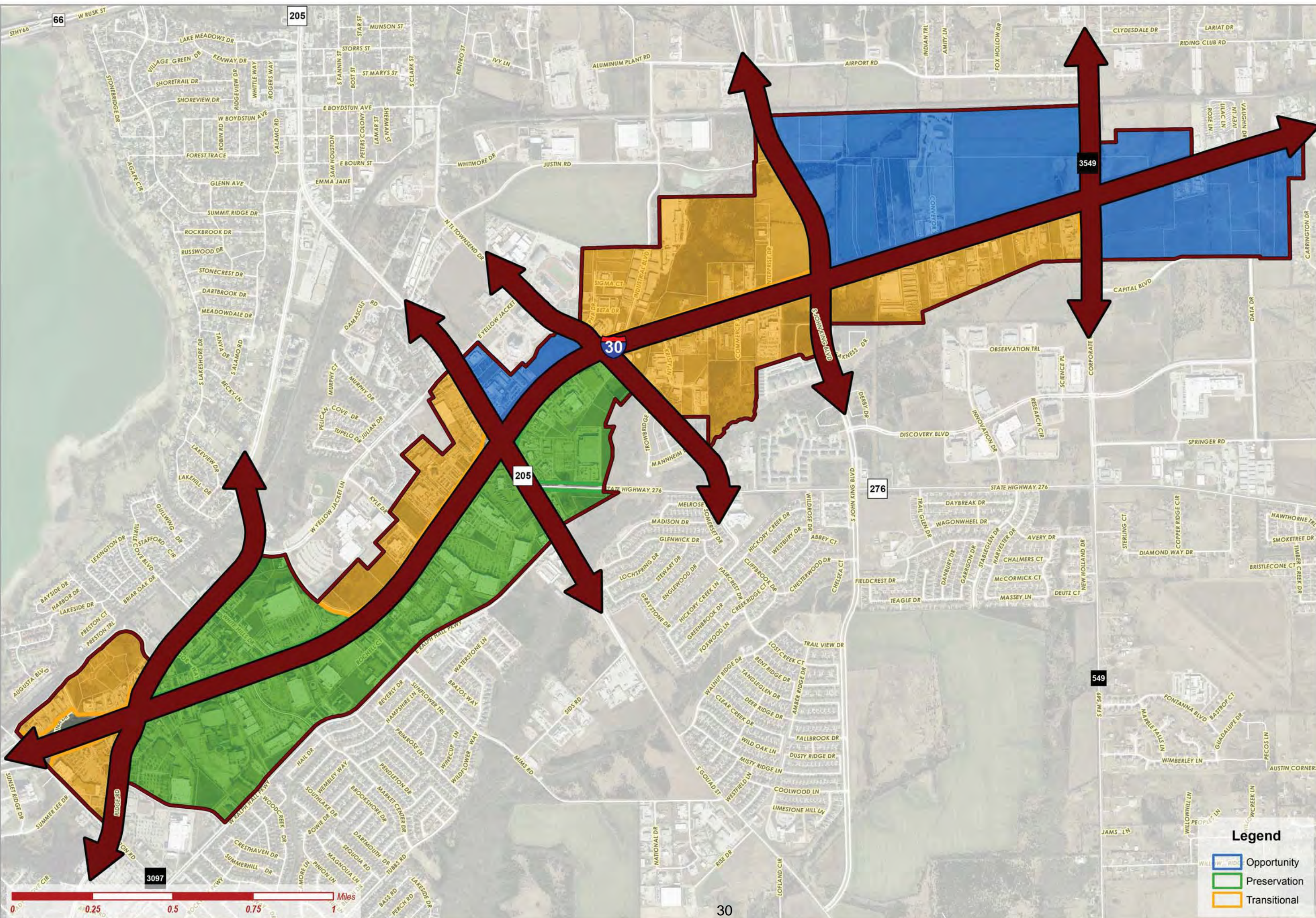
accordance with the *Special Commercial Corridor* designation in the Comprehensive Plan; however, it does make some allowances for flexible land use (i.e. *office/industrial*).

As previously mentioned the OURHOMETOWN Vision 2040 Comprehensive Plan incorporated the changes to the Future Land Use Plan and Master Thoroughfare Plan; however, the recommendations contained in this framework would still need to be adopted into the appendices of the Comprehensive Plan in order to draft model policies targeted at attracting the desired regional commercial/retail centers. The adoption of this plan will be covered in the implementation section of this document.

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**MAP INDEX**

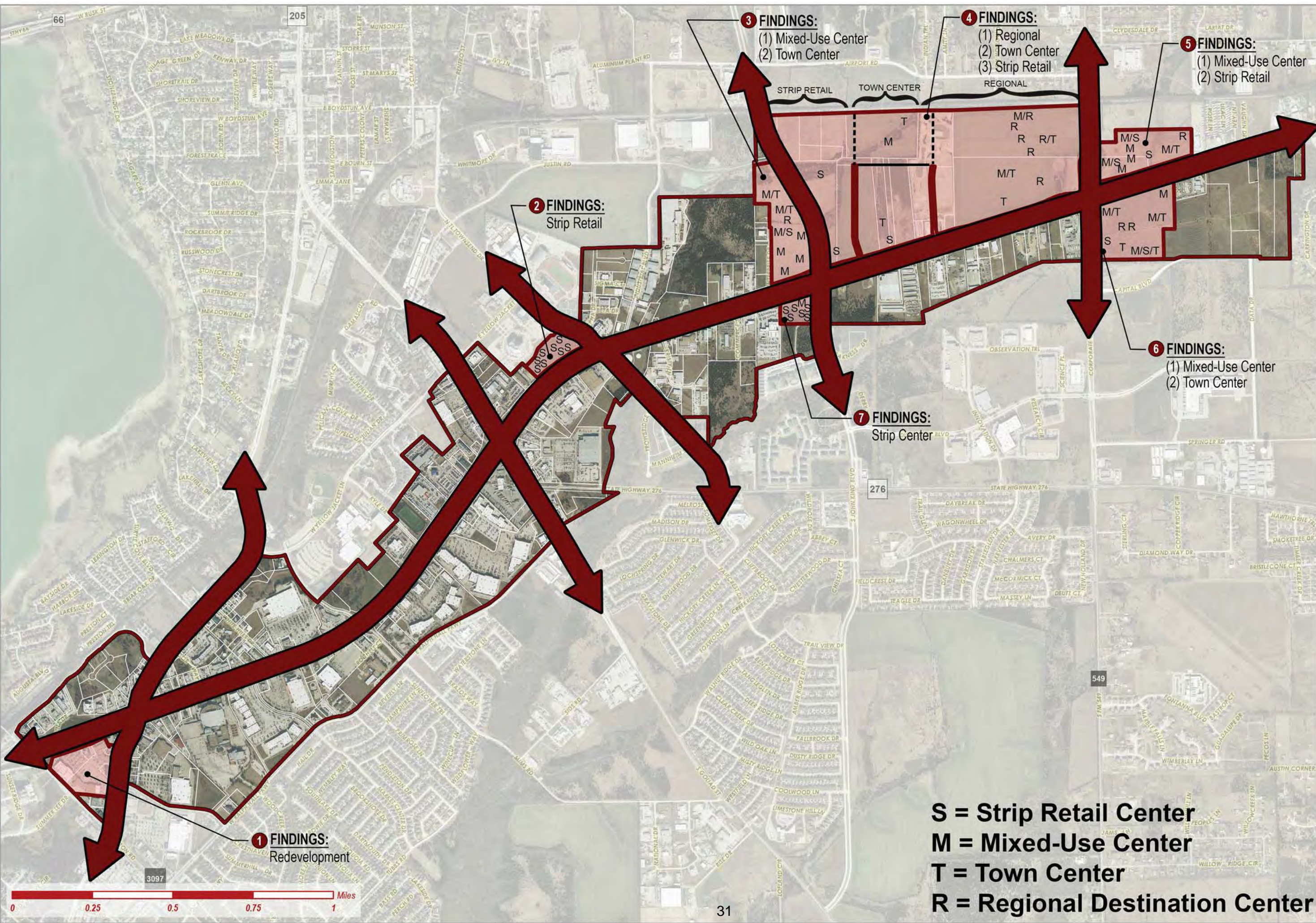
- (1) MAP 5.1: CORRIDOR ZONES MAP
  - (2) MAP 5.2: STRATEGICALLY LOCATED PROPERTIES MAP
  - (3) MAP 5.3: TRANSPORTATION FACILITIES MAP
  - (4) MAP 5.4: FUTURE LAND USE MAP
  - (5) MAP 5.5: ENTRY PORTAL LOCATIONS
  - (6) MAP 5.6: PLAN FRAMEWORK MAP
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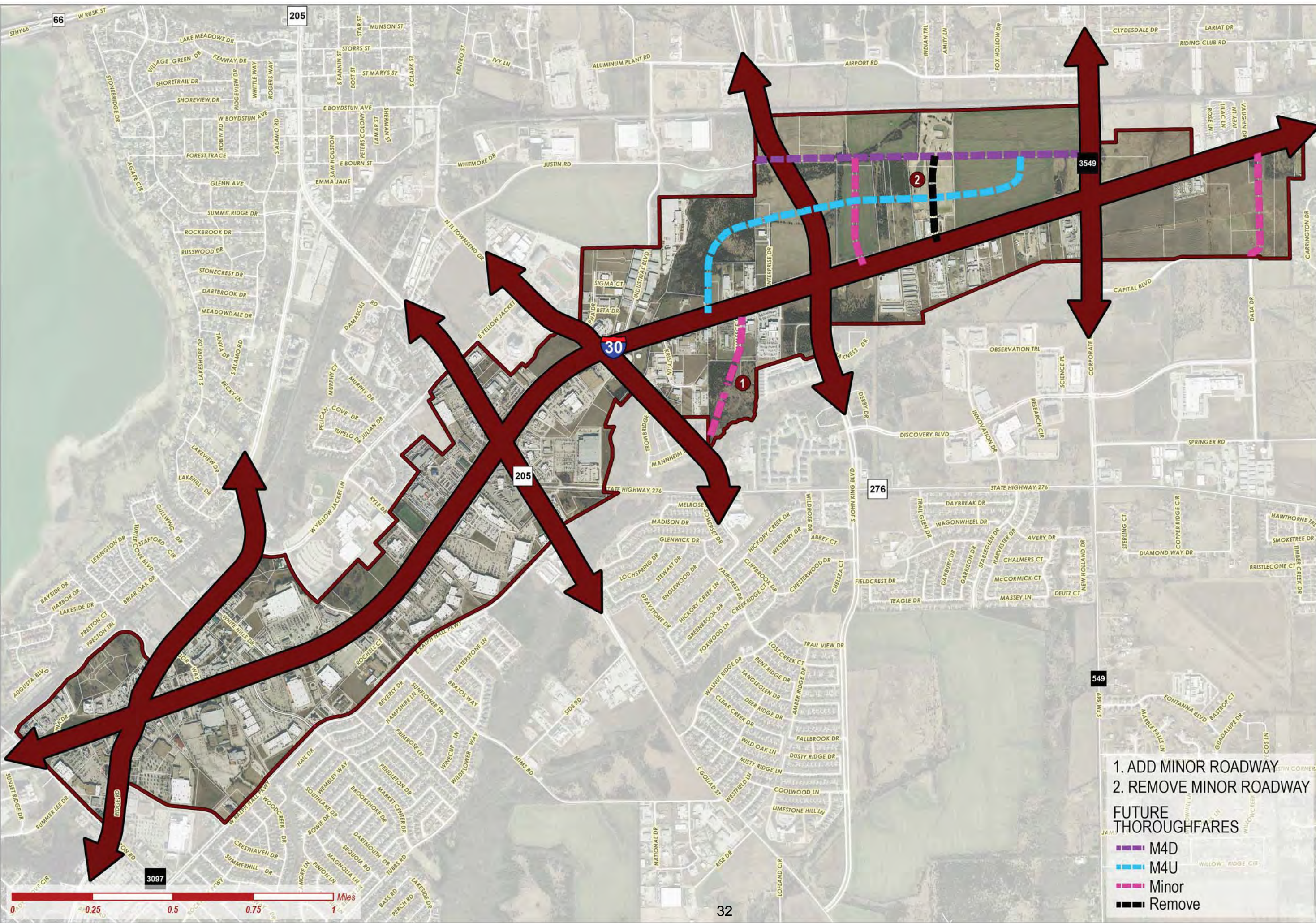


**Legend**

- Opportunity
- Preservation
- Transitional





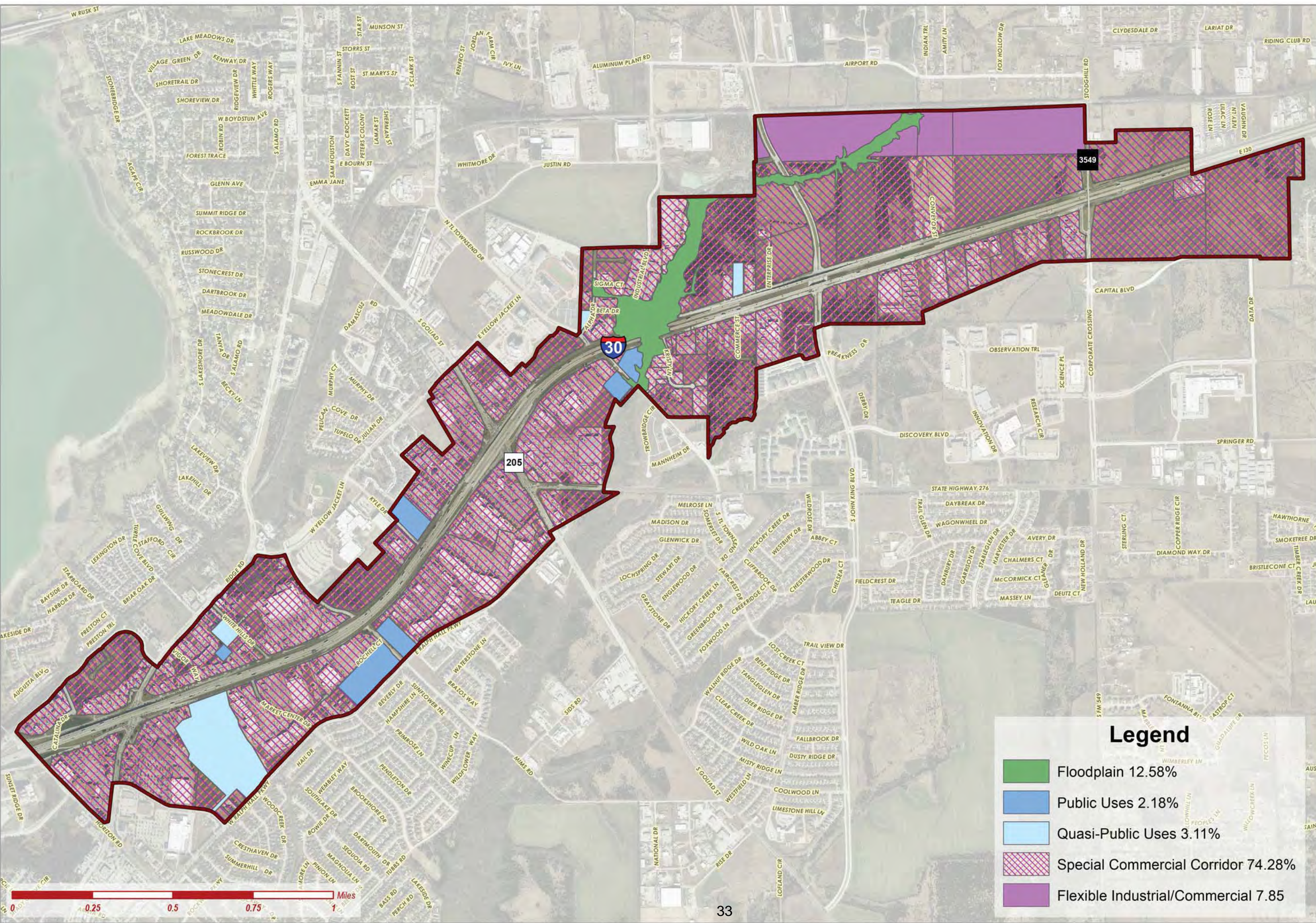


- 1. ADD MINOR ROADWAY
- 2. REMOVE MINOR ROADWAY

FUTURE THOROUGHFARES

- M4D
- M4U
- Minor
- Remove

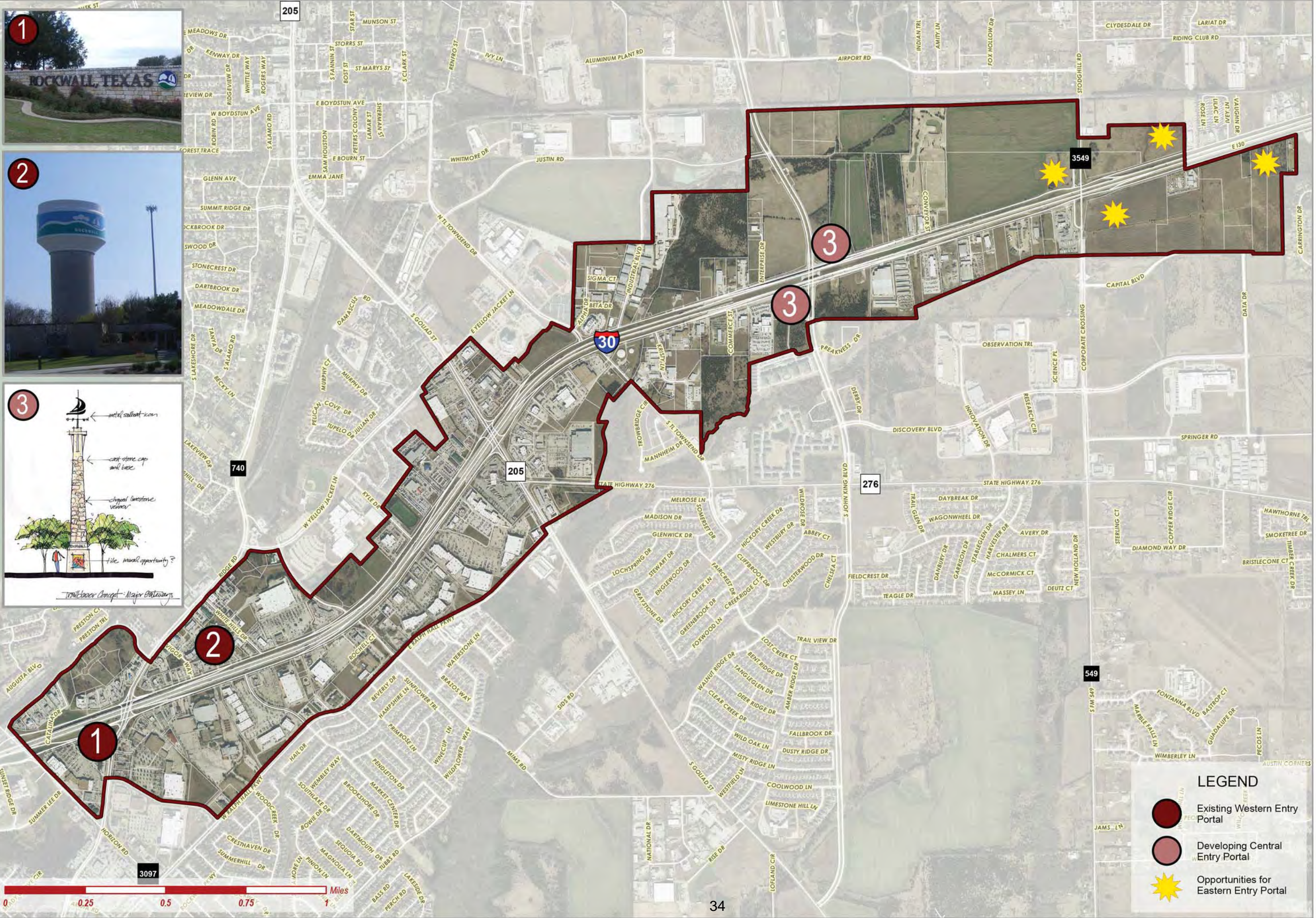




**Legend**

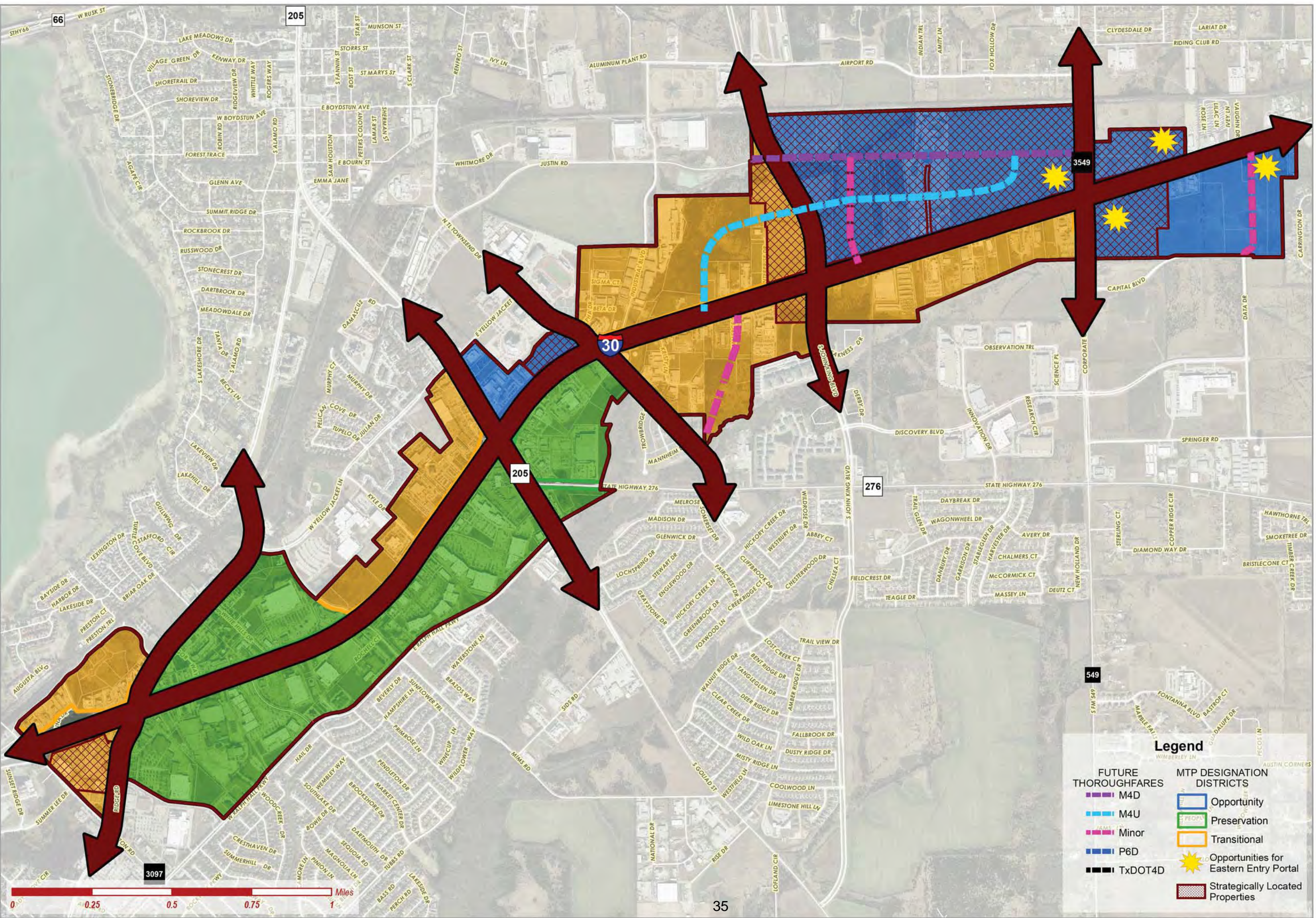
	Floodplain 12.58%
	Public Uses 2.18%
	Quasi-Public Uses 3.11%
	Special Commercial Corridor 74.28%
	Flexible Industrial/Commercial 7.85%





**LEGEND**

- Existing Western Entry Portal
- Developing Central Entry Portal
- Opportunities for Eastern Entry Portal



**Legend**

FUTURE THOROUGHFARES	MTP DESIGNATION DISTRICTS
M4D	Opportunity
M4U	Preservation
Minor	Transitional
P6D	Opportunities for Eastern Entry Portal
TxDOT4D	Strategically Located Properties

CHAPTER **6** CORRIDOR STRATEGIES &  
IMPLEMENTATION PLAN



## SECTION 1 CORRIDOR STRATEGIES

The final objective of the Staff Planning Committee (SPC) was to assemble a list of strategies that could be utilized as part of the implementation plan of this study. In doing this the SPC talked about *Offensive* and *Defensive Strategies*. In this case, the *Defensive Strategies* were thought to be pre-emptive strategies centered on regulation or policy actions that the City could implement for the purpose of addressing potential or perceived issues. *Offensive Strategies*, on the other hand, included proactive actions that involved activities like offering incentives, waivers and assistance. In doing this, the SPC also talked about what zone each strategy would affect and who would be responsible for implementing the strategy. A key to the corridor zones and implementation organizations is as follows:

### DEPARTMENTS, BOARDS & COMMISSIONS

- City Council: CC
- Planning and Zoning Commission: PZC
- Architecture Review Board: ARB
- City Manager/Administration: M
- City Attorney: CA
- Building Inspections Department: BI
- Fire Marshals Division: FM
- Planning and Zoning Department: PZD
- Engineering Department: E
- Neighborhood Improvement Services: NIS

### CORRIDOR ZONES

- Transitional Zone
- Preservation Zone
- Opportunity Zone

It should be noted that the SPC has compiled the following list of strategies to start the conversation concerning the creation of possible implementation tools that the City can enact to achieve the goals stated by this study. With this being said, it is ultimately the decisions of the elected members of the City of Rockwall to direct staff to implement their chosen strategies. In addition, all of these strategies may not be appropriate for the City of Rockwall. The strategies identified by the SPC include:

## DEFENSIVE STRATEGIES

### STRATEGY 1 PREVENT THE OVERSATURATION OF CERTAIN LAND USES IN THE CORRIDOR ●●

Prevent the oversaturation of certain land uses in the corridor by prohibiting and/or requiring discretionary approvals of these land uses. Currently, the study area has a high percentage of automotive (8.99%) and

industrial (8.37%) land uses, which are typically incompatible with higher end retail users. In addition, these land uses -- *specifically automotive land uses* -- consume a large portion of the current frontage along IH-30 (~26.69%), which means these uses also have high visibility in the corridor. If the intent of the City is to create a commercial/retail corridor, special attention needs to be paid to what land uses are established on the remaining 45.35% vacant land. This is specifically important with the remaining 28.77% of vacant land with frontage on IH-30. To achieve this staff can review Article IV, *Permissible Uses*, of the Unified Development Code to look for possibilities to incorporate discretionary approvals or limit undesirable land uses along IH-30. In addition, staff can look to prohibit certain land uses (e.g. *outside storage*) that are currently allowed through discretionary approval, but may not be desirable for attracting and establishing a regional retail use.

Implementation Responsibility: PZD, PZC & CC

Anticipated Cost(s): Since this is a policy change, there are no anticipated hard costs to be incurred by the City as a result of implementing this strategy. In addition, this strategy can be implemented without assistance from outside consultants.

Estimated Implementation Time: This is estimated to take between 20 to 40- hours of staff time to review the Unified Development Code and draft an ordinance addressing the proposed changes for the City Council's review. If directed to make the changes, this text amendment would be required to be advertised and adopted in accordance with the procedures of the Unified Development Code (i.e. *approximately eight [8] weeks*).

### STRATEGY 2 INCONSISTENT ZONING REQUESTS ●●●

Zoning approvals that are inconsistent with the *Future Land Use Plan* contained in the Comprehensive Plan should be limited. The *Future Land Use Plan* is a document intended to guide zoning in the City of Rockwall. In addition, zoning approvals not consistent with the *Future Land Use Plan* could have a negative impact on existing land uses, and could have an undesirable effect on the economic stability of the corridor (i.e. *create conditions not conducive for retail land uses*). Moreover, inconsistent zoning approvals change the *Future Land Use* mix, which will be designed to yield an 80% Residential/20%

Commercial mix (i.e. *intended to yield a 67% residential value/33% commercial value tax base*) when adopted in the 2018 *Comprehensive Plan Update*. To better address inconsistent changes in zoning, staff should develop a process to convey how the approval of inconsistent zoning would change the *Future Land Use Plan*. This should be provided with or in staff's case memos to the Planning and Zoning Commission and City Council.

Implementation Responsibility: PZD, CA, PZC & CC

Anticipated Cost(s): The implementation of this policy change is not expected to incur any additional hard costs for the City, and should be able to be implemented without assistance from outside consultants.

Estimated Implementation Time: The Planning Division can implement this policy amendment through changes in the current procedures and through the creation and implementation of a tool that will clearly convey the desired information. This will need to be studied after the completion and adoption of the 2018 *Comprehensive Plan Update*. It should be pointed out that the creation of this process is currently a *strategic goal* on the City's *Strategic Plan*.

## STRATEGY 3 DISCOURAGE STRIP DEVELOPMENT ●●

The City of Rockwall has several *Strip Retail Centers* as defined in the findings from the benchmark analysis contained in Chapter 3, *Benchmark Analysis*, of this document. The establishment of new strip retail centers could have the effect of cannibalizing the businesses that are currently located in the City's existing strip retail centers. This could also create a larger problem for the existing centers due to the transient nature of small businesses that tend to locate in these areas (i.e. *businesses in these shopping centers tend to move to newer developments as they progress along the highway*). To combat this possibility, the City could take steps to discourage strip retail centers by amending the design standards contained in the Unified Development Code. Examples of these changes would include policies targeted at requiring shared facilities (i.e. *parking, access, drive facilities, etc.*), limiting parking fields in the fronts of buildings, requiring the provision of open space, restricting signage, etc. This would also require provisions that target mixed-used development (e.g. *office land uses mixed with retail/commercial land uses*). It should be

noted that while the SPC did identify some of the strategically located properties as being ideal for *Strip Retail Centers*, this would ultimately depend on the carrying capacity of the corridor (*i.e. to avoid cannibalizing existing businesses the demand of the community would need to increase to justify an additional strip retail center*).

Implementation Responsibility: PZD, ARB, PZC & CC

Anticipated Cost(s): The implementation of this policy change is not expected to incur any additional hard costs for the City, and should be able to be implemented without the assistance of outside consultants.

Estimated Implementation Time: This policy change requires a comprehensive review of the City's commercial design standards, and would take time to prepare the necessary text amendments. The total time necessary to complete this strategy will vary depending on the extent staff will have to amend the ordinances. Staff estimates this could take between 30 to 40-hours to complete. In addition, if the City Council chooses to pursue this strategy it may be advantageous to use the Planning and Zoning Commission and/or Architectural Review Board (ARB) as design committees to assist staff in drafting the desired changes. Any ordinance changes would need to be adopted in accordance with the procedures contained in the Unified Development Code (*i.e. approximately eight [8] weeks*).

#### STRATEGY 4 LIMIT SINGLE USE BIG-BOX DEVELOPMENT ●●●●

Single use big-boxes can have an immediate and positive effect on a City's ad valorem tax value; however, if abandoned they can also have an effect on the perception of economic health in an area. Currently, the City's big-boxes appear to be economically sound with little to no risk of being abandoned; however, it is a good idea to take a pro-active approach to this issue. Single use big-boxes are typically attractive to businesses that are considered to be category killers and/or discount warehouse stores (*e.g. Wal-Mart, Home Depot, Costco, etc.*). Developing a single big-box is also the typical suburban model for these types of stores. By creating policies that force co-location and mixed-uses the City ensures that these businesses adapt their models to meet the vision of the community, as opposed to allowing these businesses to dictate the community's appearance. By limiting single use big-boxes moving forward, it also has the

added effect of protecting the City's current big-boxes, and perhaps staving off the possibility of having ghost boxes (*i.e. empty big-boxes*) in the future.

To achieve this, the City Council could look at development standards that discourage single use big-box users. These types of policies would include regulations like imposing size caps on single use big-box developments (*i.e. limit individual users to discretionary approvals on buildings that are greater than 20,000 – 30,000 SF*), drafting requirements that provide for roof and façade modulation to allow the buildings to be broken up in the case of abandonment, adopting parking requirements that require parking to be located behind the front façade of the buildings, creating a window requirement, and etcetera.

Implementation Responsibility: PZD, PZC & CC

Anticipated Cost(s): The implementation of this policy change is not expected to incur any additional hard costs for the City, and should be able to be implemented without the assistance of outside consultants.

Estimated Implementation Time: This policy change would require staff to review the City's current *General Commercial Building Standards*, and draft an ordinance with the necessary text amendments. The total time necessary to complete this strategy could vary; however, staff estimates a completion time of 30 to 40-hours with an additional eight (8) weeks for the adoption of an ordinance change to the Unified Development Code.

#### STRATEGY 5 ADAPTIVE REUSE ORDINANCE OR STRATEGY ●●●

Building on the previous strategy, one of the main reasons that City's end up with vacant big-box developments are changes in the economics of a property's location (*i.e. the site can no longer support/sustain a larger retail user*). This may mean that a particular site or location is no longer viable as a large retailer. *Adaptive Reuse* ordinances, also referred to as *Ghost Box* ordinances, are ordinances intended to address this common problem. As previously stated, the City of Rockwall has not had issues with empty big-boxes; however, a proactive approach to this issue could prove to be valuable in the future. Below is a picture of the vacant *Sports Authority* building, which is a single user big-box that was vacated in 2016. Luckily, this building was quickly replaced with an *Academy Sports and Outdoors*; however, this quick replacement may not always be the case.

The City's current ordinance does incorporate an accountability clause that states that "(f) or those buildings over 80,000 SF in area, the applicant must demonstrate that the building can be subdivided in a reasonable manner by submitting a plan indicating potential entrances and exits and loading areas for multiple tenants." This language could be strengthened and the requirement for this accountability clause could be lowered to buildings greater than 30,000 SF. In addition, the City Council could look into establishing ordinances that: (1) creates a fee waiver program for the adaptive reuse of buildings greater than 30,000 SF (*i.e. creating a waiver for building permit fees*), (2) establish a bonding program that is tied to the demolition of the big-box, (3) creates a program that stipulates companies building big-boxes be required to pay into a *Land Conservation Fund*, which can be used for re-greening or converting an abandoned big-box to allow for infill development (*these ordinances are referred to as White Elephant Ordinances*), and/or (4) creates an incentive zone that deals with alternative use/requirements for conversion/redevelopment efforts.



Figure 6.1: Vacant Sports Authority building prior to being converted to an Academy this year.

Implementation Responsibility: PZD, CA, CM, PZC & CC

Anticipated Cost(s): The implementation of this policy change is not expected to incur any additional hard costs for the City, and should be able to be implemented without the assistance of outside consultants.

Estimated Implementation Time: The time necessary to create an *Adaptive Reuse Ordinance* or policy will depend on the scope that the City Council chooses. These programs also would need to be vetted by the City Attorney. In this case, it may take several months to prepare and adopt an ordinance creating each of these programs.

**STRATEGY 6 PROMOTE THE INCORPORATION OF OPEN SPACE IN LARGER DEVELOPMENTS**

As was seen in the *Benchmark Analysis* in Chapter 3, *Benchmark Analysis*, of this document, nearly all of the regional developments surveyed by the SPC contained open/green space. The importance of incorporating open/green space in commercial developments was further validated through the stakeholder engagement process. In both exercises that requesting participants to identify their preferred development choice -- with the choices being those reviewed by the SPC as part of the benchmark analysis -- the top results were developments incorporating large amounts of open/green space (e.g. *Grandscales at 26% open space and Toyota Stadium at 5% open space and 35% sports fields*). In addition, the exercise asking participants to prioritize issues/priorities in the corridor indicated that open/green space was important. Both *Parks/Trail/Walkability* and *Increased Open Space* scored in the top five (5) items identified by the public as priorities and issues. Moving forward provisions requiring a percentage of functional open space -- above and beyond the required landscape buffer and detention ponds -- could be incorporated into the design standards for large commercial developments. This would need to be scaled to the development and would not be applicable across the board (i.e. would not be appropriate for developments with less than 20-acres).

Implementation Responsibility: PZD, PZC & CC

Anticipated Cost(s): Since this strategy would affect future development the implementation of this policy change is not expected to incur any additional hard costs for the City, and should be able to be implemented without the assistance of outside consultants.

Estimated Implementation Time: The implementation of this policy could be completed with an estimated ten (10) to 20-hours of staff time required to prepare an ordinance amendment to the Unified Development Code (i.e. approximately eight [8] weeks for approval).

**STRATEGY 7 REVAMP THE CITY'S PARKING STANDARDS**

Commercial developments along the corridor are exclusively made up of surface parking lots situated in the fronts of buildings. Often times these parking areas are two (2) to three (3)

times larger than the building it services (see image below).



Figure 6.2: Kohl's Parking Lot

In most of these cases the parking lot is rarely if ever full. To address this issue the City Council could choose to establish parking maximums that would limit inefficient uses of land within the corridor. These policies could also promote shared parking agreements and structured parking.

Typically, the argument against structured parking is the high initial cost to establish these facilities; however, if a district wide approach that discourages single use big-boxes is taken by the City, it is not inconceivable to expect more efficient parking solutions. In addition, the City should, where possible, promote shared parking arrangements that are mutually beneficial to developers, property owners and tenants by accounting for varying peak demand. This should have the benefit of increasing the buildable land within the corridor.

Implementation Responsibility: PZD, PZC & CC

Anticipated Cost(s): The implementation of this policy change is not expected to incur any additional hard costs for the City, and should be able to be implemented without the assistance of outside consultants.

Estimated Implementation Time: The implementation of this policy change is anticipated to take between ten (10) to 20-hours of staff time to research and prepare an ordinance amending the parking requirements contained in the Unified Development Code. The ordinance would take approximately eight (8) weeks for approval/adoption.

**STRATEGY 8 CREATE MODEL ZONING ORDINANCE FOR REGIONAL MIXED-USE DEVELOPMENT**

Article V, *District Development Standards*, of the Unified Development Code currently contains standards for a Mixed-Use Overlay

(MUO) District; however, this district has not been applied to the zoning map. Building off the current standards contained in this section of the code, staff could create a model zoning ordinance for either an overlay district that can be applied to the strategic properties in the corridor or model regulations for a planned development district ordinance -- similar to the residential standards contained in Article X, *Planned Development Regulations*, of the *Unified Development Code* -- intended to regulate mixed-use development in the corridor. This could include the information observed by the SPC as part of the *Benchmark Analysis*. This type of ordinance would also layout the City's desired site and building design standards, as well as, address any *incentive zoning* practices intended to incentivize regional development.

Implementation Responsibility: PZD, PZC & CC

Anticipated Cost(s): The implementation of this policy change is not expected to incur any additional hard costs for the City, and should be able to be implemented without the assistance of outside consultants.

Estimated Implementation Time: Staff estimates that a model zoning ordinance could be drafted in two (2) to three (3) weeks. Should the City Council choose to codify the ordinance into the Unified Development Code the ordinance would take approximately eight (8) weeks for approval.

**STRATEGY 9 ADOPT POLICIES TARGETED AT SUPPORTING SMALL BUSINESSES**

As part of the *Benchmark Analysis*, the SPC noticed that many of the regional centers they surveyed (specifically mixed-use centers) were built with a larger focus on smaller lease spaces. This is directly opposed to the classic anchor model, which is prevalent in *Strip Retail Centers* and until recently was the preferred model for suburban development by developers. This shift, however, signifies the importance that developers are now placing on small businesses. This may be due to the idea that small businesses have several understated benefits that extend beyond a City's bottom line. For example, small businesses that are successful in a community can shape a unique identity, create a sense of place and enhance community character. In addition, small businesses also have the added benefit of being well suited for adaptive reuse situations, which could play a major role in the economic vitality of the corridor in the



future. Rockwall, as a whole, has a healthy history of supporting small businesses -- especially in the downtown area -- and there is no reason for this not to continue in the City's primary commercial/retail corridor. To ensure that small businesses are supported in the corridor, staff should look to remove any unintentional barriers in the zoning code that might hinder a small business' ability to open in Rockwall. The majority of these barriers will be in the City's land-use categories, which are somewhat outdated for many of the new types of uses that have been established recently. Addressing this subject, the July 2016 issue of *Zoning Practice* (a periodical released by the American Planning Association) identifies four (4) examples of new land uses that have emerged as small businesses recently: (1) specialty food production, (2) industrial design, (3) artisan industrial, and (4) local alcohol production facilities. Under our current use charts these uses, in most cases, would be classified under an *Industrial and Manufacturing* label allowing them to locate in Heavy Commercial (HC), Light Industrial (LI) and Heavy Industrial (HI) Districts; however, these uses typically depend on the foot traffic generated by commercial-retail areas and would not fare well in the City's industrial districts. An example of this dilemma was recently addressed by the City Council with the text amendment incorporating the *Craft Brewery, Distillery and/or Winery* land use. Prior to the amendment, the code treated all breweries the same, and did not make a distinction between large industrial breweries and small-scale craft brewers. As a result, these uses were relegated to only being permitted in a Light Industrial (LI) or Heavy Industrial (HI) District, when in reality they operate more as a retail/restaurant type of business. By changing the code to allow this use by a Specific Use Permit (SUP), the City Council created discretionary flexibility that allows this land use into areas of the City that could be better suited to the long-term viability of the business. This flexibility could be beneficial to other land use categories that have undergone fundamental changes in the way they operate. This can be achieved by not only reviewing the City's *Permissible Use Charts*, but also the design standards in the corridor to ensure there are no unreasonable barriers of entry for small businesses.

Another approach the City could take to support small businesses is the continued release of information pertaining to demographics and market analysis. Many small businesses and startups have limited capital to spend on expensive reports and

demographic breakdowns of the City. Staff can support these businesses by making reports and studies (e.g. 2017 *Existing Conditions Report* and this report) available online to the public.

Implementation Responsibility: PZD, PZC & CC

Anticipated Cost(s): The implementation of this policy change is not expected to incur any additional hard costs for the City, and should be able to be implemented without the assistance of outside consultants.

Estimated Implementation Time: Staff estimates that a comprehensive look into the City's *Permissible Use Charts* and commercial design standards could take between 60 to 70-hours to prepare an ordinance making the necessary amendments. The ordinance would take eight (8) weeks for adoption.

With regard to making reports and demographic information online, this has become standard operating procedure for staff and unless directed otherwise staff will continue to make these items available.

**STRATEGY 10 RESIDENTIAL DENSITY BONUSES FOR PROJECTS THAT INCORPORATE A MIXTURE OF LAND USES ●**

The City Council could choose to implement policies that would allow high-density residential land uses along IH-30 pending the project incorporate a mix of land uses (e.g. *hotel, restaurant, retail, entertainment, etc.*). Through the public survey, many citizens indicated a want for higher end retailers and specialty grocers. These uses typically are attracted to areas with high intensity developments that incorporate a higher density residential component. The City Council could use the City's high demand for multi-family, to incentivize a developer proposing a regional mixed-use development along IH-30 by granting density bonuses. This would involve granting densities greater than the current 14 dwelling units per acre permitted in the City's Multi-Family 14 (MF-14) District. It should be noted that this type of strategy would depend on the residential units being integrated into the overall development (i.e. *structured or block styled apartments above retail or office use, which is common in traditional mixed-use developments, would be more desirable under this strategy than garden style apartments – similar to the condominiums constructed at the Harbor*). This strategy depends on the City's demand for multi-family remaining high, which

may require other land use strategies moving forward (e.g. *balancing the City's mix of housing units and limiting multi-family development to areas along the IH-30 corridor, away from other single-family neighborhoods, and from any other areas in the city*). Under the City's current housing mix, this policy would only be viable if the multi-family percentage were decreased below an estimated 12%. Currently, this percentage is around 18%. By reducing the percentage and not approving subsequent projects, the City ensures that a high level of demand exists, and that this demand can be leveraged to attract the desired commercial/retail development. It should also be noted that this could be done under an ownership model as opposed to a rental model by using townhomes or condominiums.

Implementation Responsibility: PZD, M, PZC & CC

Anticipated Cost(s): The implementation of this policy change is not expected to incur any additional hard costs for the City, and should be able to be implemented without assistance from outside consultants.

Estimated Implementation Time: This policy change would have implications on the policies being incorporated in the *2018 Comprehensive Plan Update*. The implementation of this strategy should be reflected in this document and would require staff to review the procedures and design standards in the Unified Development Code to ensure compatibility with the intended objective. Staff estimates this could take between 50 to 60-hours to complete, and would need to be adopted in accordance with the procedures contained in the Unified Development Code (i.e. *approximately eight [8] weeks*). In addition, since this policy is driven by the demand of multi-family, its implementation would depend on the current multi-family percentage being decreased to a level that can be leveraged for the desired commercial/retail development.

**STRATEGY 11 ACTIVELY MARKET THE CORRIDOR ●●●**

The City could take a proactive approach to marketing the corridor to prospective businesses. This could include any of the following initiatives:

- (1) *Branding Campaign.* In recent years, branding campaigns have become popular tools used to market places as products. This tool has been used for downtowns and commercial corridors with

a varying degree of success. If done correctly a branding campaign can have the effect of saving time and money by focusing strategies and resources in the same direction, enhancing investor confidence by showing an overall game plan for an area, and expanding market share by making the brand more recognizable. In this case, the City may consider a retail branding campaign for the entire City focusing on Rockwall's major retail areas (*i.e. the Downtown, Harbor and IH-30 Corridor*) and highlighting their differences.

- (2) *Education.* Currently, the City holds an educational workshop for residential realtors each year informing them about changes in development patterns of the City, about city provided tools that could be helpful, and introducing key members of the City staff. This should be duplicated for commercial real estate agents/brokers and include similar information with more of a commercial focus. This event would include information concerning workforce and consumer statistics, information concerning key plans (*e.g. this plan*), and other pertinent information concerning the City's role in commercial development and support.
- (3) *Business Assistance.* This item could include anything from assisting small businesses with finding vacant property in the corridor to providing incubator space for startups through the Rockwall Economic Development Corporation (REDC).
- (4) *Active Marketing Campaigns.* The City currently relies on passive marketing (*i.e. marketing associated with reaching customers through smart positioning, word-of-mouth, or anticipatory strategies*) to attract commercial retail businesses. Active marketing (*i.e. action-based strategies taking a deliberate and purposeful approach*) can be utilized to target businesses the City identifies as a good fit for the community. This can be achieved through several approaches including the creation of targeted marketing materials sent directly to certain businesses and reaching out to these businesses.

Staff should note that this strategy could work well with *Offensive Strategy #7* below.

Implementation Responsibility: M & CC

Anticipated Cost(s): The cost of this could vary depending on what approach the City Council

chooses to take. Some approaches could be taken without outside consultants and other approaches may require outside assistance.

Estimated Implementation Time: The estimated time to implement this strategy will depend on the approach and scope the City Council chooses.

**STRATEGY 12 WORK WITH THE REDC AND CHAMBER OF COMMERCE TO COORDINATE BUSINESS RECRUITMENT AND RETENTION EFFORTS** ●●●

Intergovernmental cooperation between the City, Rockwall Economic Development Corporation (REDC) and the Chamber Commerce to create a Community Business Retention and Recruitment Program may be advantageous to retaining the businesses we have while targeting a regional commercial retail user. In addition, this cooperation ensures that all agencies are aware of the strategies and efforts of other agencies.

Implementation Responsibility: M

Anticipated Cost(s): This strategy is not anticipated to have any additional costs to any of the agencies listed above.

Estimated Implementation Time: Since this strategy requires coordination between a government, a quasi-government and a private service organization it is difficult to establish a implementation timeline.

**STRATEGY 13 WORK WITH TXDOT** ●●●

Work with the Texas Department of Transportation (TxDOT) to improve circulation and connectivity in the corridor, and to regulate traffic patterns and speed limits. This could also include plans for improved multi-modal mobility and pedestrian access in the corridor.

Implementation Responsibility: E & M

Anticipated Cost(s): The implementation of this policy change is not expected to incur any additional hard costs for the City, and will not require the assistance of outside consultants.

Estimated Implementation Time: The City currently works closely with TxDOT, and is in the process of planning the IH-30 corridor for the proposed IH-30 improvements scheduled for 2021.

**OFFENSIVE STRATEGIES**

**STRATEGY 1 INCENTIVES** ●●●

The most common offensive strategy used by City's to attract development is the use of incentives. Incentives can be used to move

development and redevelopment projects in a direction that is in conformance with the recommendations of any planning effort. In addition, incentives have proven to be an effective tool at attracting businesses to communities and acting as a catalyst to certain industries. For example, as part of the Grandscape development in the Colony, Texas -- *which was one of the benchmarks reviewed by the SPC* -- the City of the Colony used tax incentives to attract Nebraska Furniture Mart. This involved a large investment by the City (*in the ballpark of \$802 million<sup>1</sup> for the construction of the store and the surrounding development*) with the hope that this retailer would attract other retailers and generate enough jobs and sales tax revenue to justify the cost of the incentive package.

With this being said, incentives for commercial retail businesses are not without drawbacks. For example, the Domain -- *which was one of the benchmarks reviewed by the SPC* -- received a large 20-year, \$37 million tax break package in 2007 by the City of Austin, and as of 2013 the project had only generated ~\$17 million in city sales and property tax for the ~\$9.25 million refunded by the City as part of the incentive payments. This incentive package led the City of Austin to establish new City policies against offering incentives for retail projects<sup>2</sup>. In addition, incentivizing retail projects for job creation, as opposed to manufacturing or corporate offices, generally leads to the creation of lower paying jobs that typically do not match the incentives granted.

Taking all this into consideration the following is a list of various incentive tools that the City Council could choose to use to attract regional developments:

- (1) *Tax Incremental Financing District.* Chapter 311 of the Texas Tax Code allows City's to establish Tax Incremental Financing (TIF) Districts. TIF's are considered to be both a financing and economic development tool because they allow the improvements within the district to be repaid by the future tax revenues of each taxing entity that levies taxes against a property. Developers can benefit from a TIF because a city can agree to apply the accrued increment directly to a developer's project to assist in the development costs.
- (2) *Chapter 380 Incentives Agreement.* An agreement under Chapter 380 of the Texas Local Government Code allows municipalities to offer incentives designed to promote economic development for specific commercial/retail properties or projects. These incentives can include

loans, use of city funds, and tax incentives (i.e. sales/property tax reimbursements).

- (3) *Neighborhood Empowerment Zone.* A Neighborhood Empowerment Zone (NEZ) is an area that is designated to be eligible for incentives pending projects meet certain criteria. In these areas the City can setup incentives that will waive impact fees for roads/sewer/water and fee waivers for building permits, plan review, etc. These fee waivers could encourage developers to create a mixed-use regional development. Under Chapter 378 of the Texas Local Government Code, these agreements are valid for a period of ten (10) years, and if the program is not working the City could simply let it lapse.
- (4) *Public Improvement District.* Chapter 372 of the Texas Local Government Code gives the city the ability to establish a Public Improvement District (PID). These special taxing districts are generally used to fund projects or improvements within the district that are typically above and beyond a city's development scope. These tools are useful when being utilized to fund operational and maintenance programs after the initial project is finished. They can also be used to provide infrastructure that is required as part of the development.
- (5) *Incentive Zoning.* Incentive zoning is a planning tool that can be employed by local governments to entice developers to provide a public good/want by offering incentives (e.g. increased density, additional land uses, etc.). This was addressed above in *Defensive Strategy #3*.

In addition to these incentive tools, the City Council could look at increasing the current scope of the Rockwall Economic Development Corporation (REDC) from a 4A to a 4A/4B, which would allow the REDC to fund or offer incentives for community development initiatives, and for new and expanded business developments. An alternative to this would be to designate an employee or department, with the task of promoting Rockwall as a retail destination and educating retailers on the City's strong purchasing power and thriving consumer market (see *Offensive Strategy #7*).

Implementation Responsibility: CA, M, REDC, & CC

Anticipated Cost(s): The cost of any incentive program varies depending on the program chosen and the project being proposed.

Estimated Implementation Time: The implementation time will vary depending on the project and incentive being offered.

## STRATEGY 2 SMALL AREA PLANS

Using the strategically located properties depicted in *Map 5.2: Strategically Located Properties*, staff could create small area plans for each of the properties using the findings from the benchmark analysis of this document. By providing small area plans for each of these properties, the City would better convey to the development community the desired outcome for each of these areas. This could help to facilitate a regional development.

Implementation Responsibility: PZD, PZC & CC

Anticipated Cost(s): The implementation of this policy change is not expected to incur any additional hard costs for the City, and should be able to be implemented without assistance from outside consultants.

Estimated Implementation Time: The time frame for the completion of the small area plans will vary. Staff estimates that each plan could be completed in approximately one (1) week.

## STRATEGY 3 DEMOLITION PERMIT FEE WAIVER

A program creating an administrative waiver of demolition fees could be implemented to assist property owners along IH-30 interested in redeveloping an existing property. While this will not have a major or immediate impact on corridor redevelopment, it is a program that can be implemented easily and can be administered at the staff level (i.e. as opposed to discretionary oversight of the City Council or other boards or commissions).

Implementation Responsibility: BI & CC

Anticipated Cost(s): The implementation of this program is not anticipated to have a significant effect on the city's revenues, nor will it be costly to implement. For example, a demolition permit application costs \$50.00, and of the 18 demolition permits issued in 2016, six (6) were in the IH-30 corridor. This would represent a total cost to the City of \$300.00 for a one-year period.

Estimated Implementation Time: It is estimated that this program could be implemented with five (5) to ten (10) hours staff time to research and prepare an ordinance or resolution outlining the process that can be taken to the City Council for approval. This ordinance can be approved by the City Council without being subject to the requirements of the Unified

Development Code (i.e. approximately four [4] weeks for adoption).

## STRATEGY 4 EXISTING BUILDING CODE

Property owners in the IH-30 corridor interested in redevelopment could be allowed to use the *2015 International Existing Building Code*, which is generally less restrictive than the *2015 International Building Code* (IBC) and *2015 International Fire Code* (IFC). The *2015 International Existing Building Code* is a code that is intended to provide model regulation for existing buildings and is generally less prohibitive than the City's other codes. Currently, the City only utilizes this code in certain circumstances; however, this use could be expanded to ease regulations on existing rehabilitation work. Implementing this strategy would also help to address one (1) of the comments that was expressed at the stakeholder meeting, and which stated that "(e)xisting and older buildings need to grandfathered from any retroactive zoning/building requirements that may be added." While the City does not retroactively apply zoning requirements, new work on existing buildings is typically subject to the building code that is in place at the time of the permit. In this case, it would ease requirements and allow for a code that is expressly intended to regulate existing buildings.

Implementation Responsibility: BI & FM

Anticipated Cost(s): The implementation of this policy change is not expected to incur any additional costs for the City, and should be able to be implemented without the assistance of outside consultants.

Estimated Implementation Time: This policy change can be implemented at an administrative level by changing the City's policy and defining when the *2015 International Existing Building Code* can be used.

## STRATEGY 5 CIP PROJECTS

Capital Improvement Projects (CIP) scheduled for the study area and intended to support existing businesses could be approached with a higher priority than other projects. Currently, there are no anticipated projects intended for the study area; however, this strategy could be used when projects are identified in the future.

Implementation Responsibility: E, M & CC

Anticipated Cost(s): This strategy is not anticipated to have any additional costs

associated with it since it deals with the future prioritization of projects on the CIP.

Estimated Implementation Time: This strategy is not anticipated to require a great deal of staff time to implement; however, it would require the foresight and consideration of staff when planning the CIP in the future.

## STRATEGY 6 IMPLEMENT CORRIDOR BEAUTIFICATION STRATEGIES ●●●

The visual aesthetics of the corridor play a major role in attracting consumers, and in attracting and retaining businesses. Specific strategies targeted at creating a uniformed and well-maintained appearance in the corridor can be implemented to ensure the overall beautification of the corridor. Some of these strategies include:

- ☑ An increased code enforcement presence in the corridor targeted at taking a strict approach to the property maintenance code can be implemented. This would be especially important in areas that are designated as *Transition* or *Preservation Zones*.
- ☑ Limiting the approval of variances for properties that have visibility in the corridor will ensure that properties are designed using the same architectural standards and materials, which creates a uniformed look in the corridor. This will help create a sense of place in the corridor and provide for high quality development. In addition, by denying variances this should have the effect of decreasing the number of variances being requested overtime (*i.e. business generally only ask for variances when they know that others have been approved for those variances in the past*).
- ☑ Limiting or prohibiting the height of pole signage and lighting elements in the corridor. This includes LED signage.

NOTE: This strategy can be both offensive and defensive.

Implementation Responsibility: PZD, NIS, BI, PZC, M & CC

Anticipated Cost(s): The implementation of these policy changes is not expected to incur any additional hard costs for the City, and should be able to be implemented without assistance from outside consultants.

Estimated Implementation Time: The implementation of these strategies would simply be a change in policy. In addition, if implemented this would be an on-going effort.

## STRATEGY 7 DEVELOP A POSITION RESPONSIBLE FOR BUSINESS RELATIONS/RETENTION IN THE CORRIDOR ●●●

Many of the strategies -- *both offensive and defensive* -- deal with recruitment and retention of businesses, marketing the corridor and working with property owners. The implementation of these strategies may warrant a full time position or a shift in responsibilities of an existing position to allow the time necessary to implement these strategies. In addition, this position could work directly with existing businesses and property owners, assist small businesses with finding locations in the corridor, coordinate planning efforts, and actively market the corridor.

Implementation Responsibility: M & CC

Anticipated Cost(s): The anticipated cost of this strategy would have to be evaluated by the Human Resources Department and Management.

Estimated Implementation Time: The time required to implement this strategy would depend on the position being approved by the City Council as part of the budget process.

## STRATEGY 8 CITY INITIATED ZONING OF THE CORRIDOR ●

To avoid undesired and unplanned land uses in the corridor the City Council could consider a City initiated action rezoning all property in the corridor to a Commercial (C) District designation. This strategy would ensure that the corridor develops in accordance with the uses permitted in the targeted zoning district; however, this would need to be carefully evaluated and vetted by the City Attorney to avoid any legal hurdles associated with this method. As an alternative strategy, the City could offer the change in zoning classification to property owners on a mass and voluntary basis. This strategy would allow many of the Agricultural (AG) properties within the district the ability to secure Commercial (C) District zoning without having to pay the fees for initiating a zoning case. In addition, this would allow people to market their properties as commercial property.

While the voluntary method is the most desirable, it does not ensure 100% participation from property owners in the corridor. This method could also have the negative effect of entitling property for Commercial (C) District land uses, while not incentivizing a regional mixed-use center. To prevent this, City Council could consider

establishing a new zoning district or planned development district that would have the effect of limiting certain land uses. Under this method, if any residential component was incorporated into the zoning it could fall under *upzoning* (*i.e. allowing a greater range of land uses*), which could make the request more difficult to challenge. Staff should note that any City initiated zoning request should be approached under the advisement of the City Attorney.

Implementation Responsibility: CA, M, PZD, PZC & CC

Anticipated Cost(s): All the anticipated costs for this strategy will vary depending on the involvement of the City Attorney.

Estimated Implementation Time: The implementation time of this strategy will depend on the approach of the City Council.

## SECTION 2 IMPLEMENTATION PLAN

The following section lays out the implementation plan in sequential order. Of course, any action with regard to this study will largely depend on the desired direction of the City Council. Each of the following implementation efforts is summarized by an action item followed by the necessary steps to achieve the action.

### ACTION 1 PLAN FRAMEWORK ADOPTION

This implementation action involves adopting the recommendations contained in Chapter 5, *Planning Framework*, of this document. These include (1) the corridor zones (*i.e. Transition, Preservation and Opportunity Zones*), (2) the strategically located properties and potential regional development models, (3) monumentation locations, (4) changes to the Master Thoroughfare Plan, and (5) changes to the Future Land Use Plan. If adopted, this plan can be incorporated into the Comprehensive Plan as an appendix with the *2018 Comprehensive Plan Update*. This update is anticipated to be complete in Q1 of FY 2019.

By putting these recommendations into the Comprehensive Plan, the City Council is creating a guide for future policy decisions. In addition, if adopted the Comprehensive Plan is perhaps the best place to convey the City Council's chosen vision for the corridor. This plan can also be reviewed on an annual basis with the annual Comprehensive Plan review process that will be included in the implementation strategies for that document. It

will also allow City Council the ability to overhaul the plan on a five (5) year basis with the Comprehensive Plan update.

## **ACTION 2** STRATEGY ADOPTION

The second step in the implementation plan would be for the City Council to identify and adopt their chosen strategies. The implementation time for these strategies and the organizations responsible for implementation have been outlined above.

## **ACTION 3** LOOKING TOWARDS THE FUTURE

Perhaps the most important thing to point out is that markets are not static, and have a substantial potential to change. This is especially true with regard to commercial-retail development trends. It will be necessary to update the information in this study on a regular basis and to make sure that the direction of this study is still in-line with the community's vision. This is specifically important with regard to the market analysis contained in this document.

Finally, when making future decisions in the corridor all parties will need to make sure that development requests, policy decisions, discretionary approvals and any other action affecting the study area are looked at in a global sense. Taking a district wide approach to how the corridor develops in the future will ensure that the community is developing in accordance to its vision and not letting individual developments dictate the community's appearance. This will be especially important for staff to relay to applicants looking to develop and/or establish themselves in the IH-30 corridor.

---

### END NOTES

- <sup>1</sup> *The Colony Goes all in on Big Retail Development (March 2013). Retrieved August 1, 2017, from <https://www.dallasnews.com/news/news/2013/03/02/the-colony-goes-all-in-on-big-retail-development>*
- <sup>2</sup> *Austin's Incentives Deals: What City Has Gotten for its Money (June 21, 2014). Retrived August 1, 2017, <http://www.mystatesman.com/business/austin-incentives-deals-what-city-has-gotten-for-its-money/v2q4YtvLcLpDp8dZ93kj3/>*

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### MAP INDEX

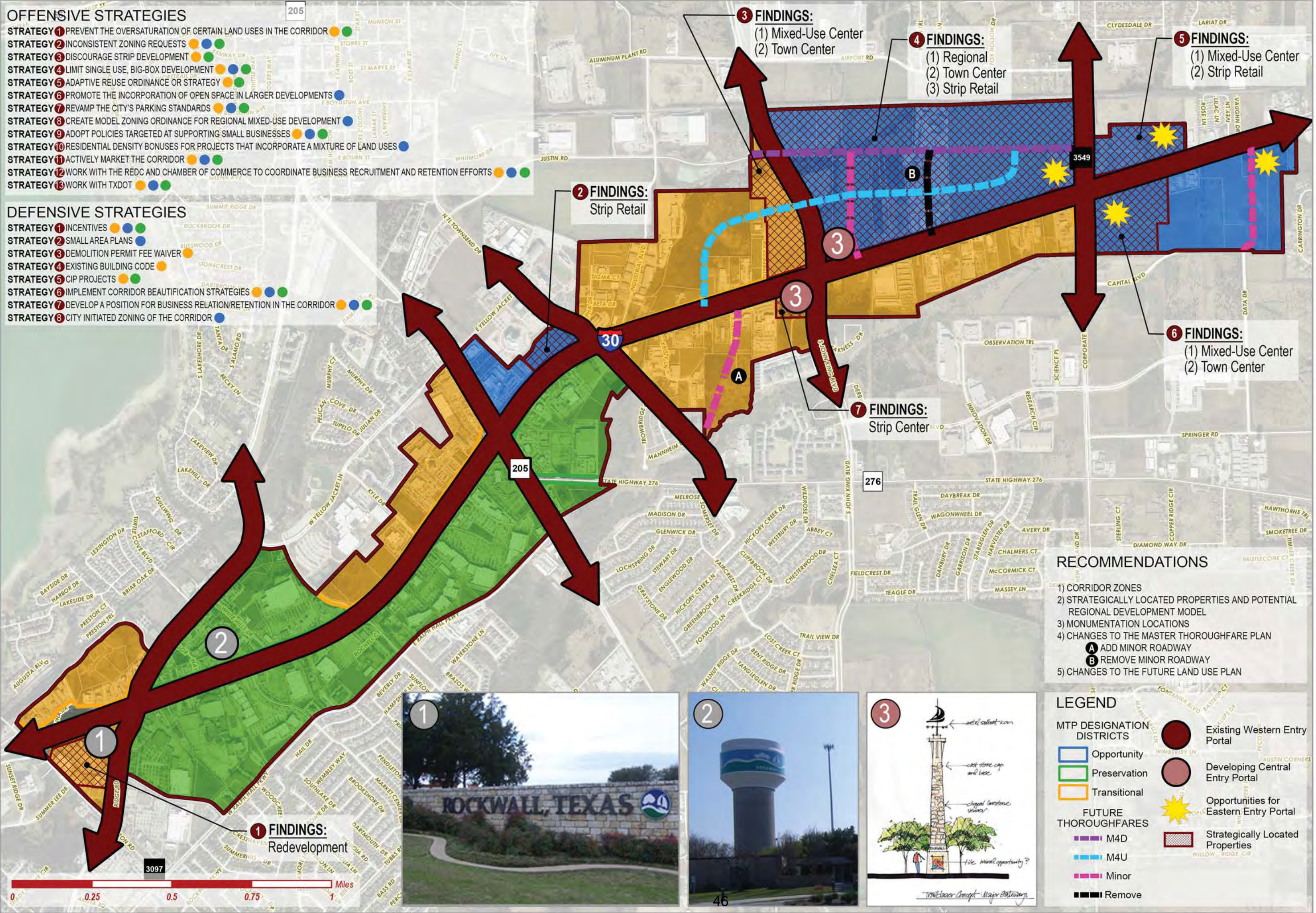
- (1) MAP 6.1: SUMMARY OF RECOMMENDATIONS & STRATEGIES
-

### OFFENSIVE STRATEGIES

- STRATEGY 1 PREVENT THE OVERSATURATION OF CERTAIN LAND USES IN THE CORRIDOR
- STRATEGY 2 INCONSISTENT ZONING REQUESTS
- STRATEGY 3 DISCOURAGE STRIP DEVELOPMENT
- STRATEGY 4 LIMIT SINGLE USE, BIG-BOX DEVELOPMENT
- STRATEGY 5 ADAPTIVE REUSE ORDINANCE OR STRATEGY
- STRATEGY 6 PROMOTE THE INCORPORATION OF OPEN SPACE IN LARGER DEVELOPMENTS
- STRATEGY 7 REVAMP THE CITY'S PARKING STANDARDS
- STRATEGY 8 CREATE MODEL ZONING ORDINANCE FOR REGIONAL MIXED-USE DEVELOPMENT
- STRATEGY 9 ADOPT POLICIES TARGETED AT SUPPORTING SMALL BUSINESSES
- STRATEGY 10 RESIDENTIAL DENSITY BONUSES FOR PROJECTS THAT INCORPORATE A MIXTURE OF LAND USES
- STRATEGY 11 ACTIVELY MARKET THE CORRIDOR
- STRATEGY 12 WORK WITH THE REDC AND CHAMBER OF COMMERCE TO COORDINATE BUSINESS RECRUITMENT AND RETENTION EFFORTS
- STRATEGY 13 WORK WITH TXDOT

### DEFENSIVE STRATEGIES

- STRATEGY 1 INCENTIVES
- STRATEGY 2 SMALL AREA PLANS
- STRATEGY 3 DEMOLITION PERMIT FEE WAIVER
- STRATEGY 4 EXISTING BUILDING CODE
- STRATEGY 5 CIP PROJECTS
- STRATEGY 6 IMPLEMENT CORRIDOR BEAUTIFICATION STRATEGIES
- STRATEGY 7 DEVELOP A POSITION FOR BUSINESS RELATION/RETENTION IN THE CORRIDOR
- STRATEGY 8 CITY INITIATED ZONING OF THE CORRIDOR



**3 FINDINGS:**  
(1) Mixed-Use Center  
(2) Town Center

**4 FINDINGS:**  
(1) Regional  
(2) Town Center  
(3) Strip Retail

**5 FINDINGS:**  
(1) Mixed-Use Center  
(2) Strip Retail

**2 FINDINGS:**  
Strip Retail

**6 FINDINGS:**  
(1) Mixed-Use Center  
(2) Town Center

**7 FINDINGS:**  
Strip Center

**1 FINDINGS:**  
Redevelopment

### RECOMMENDATIONS

- 1) CORRIDOR ZONES
- 2) STRATEGICALLY LOCATED PROPERTIES AND POTENTIAL REGIONAL DEVELOPMENT MODEL
- 3) MONUMENTATION LOCATIONS
- 4) CHANGES TO THE MASTER THOROUGHFARE PLAN
  - A ADD MINOR ROADWAY
  - B REMOVE MINOR ROADWAY
- 5) CHANGES TO THE FUTURE LAND USE PLAN

### LEGEND

- MTP DESIGNATION DISTRICTS**
- Opportunity
  - Preservation
  - Transitional
- FUTURE THOROUGHFARES**
- M4D
  - M4U
  - Minor
  - Remove
- Existing Western Entry Portal
  - Developing Central Entry Portal
  - Opportunities for Eastern Entry Portal
  - Strategically Located Properties

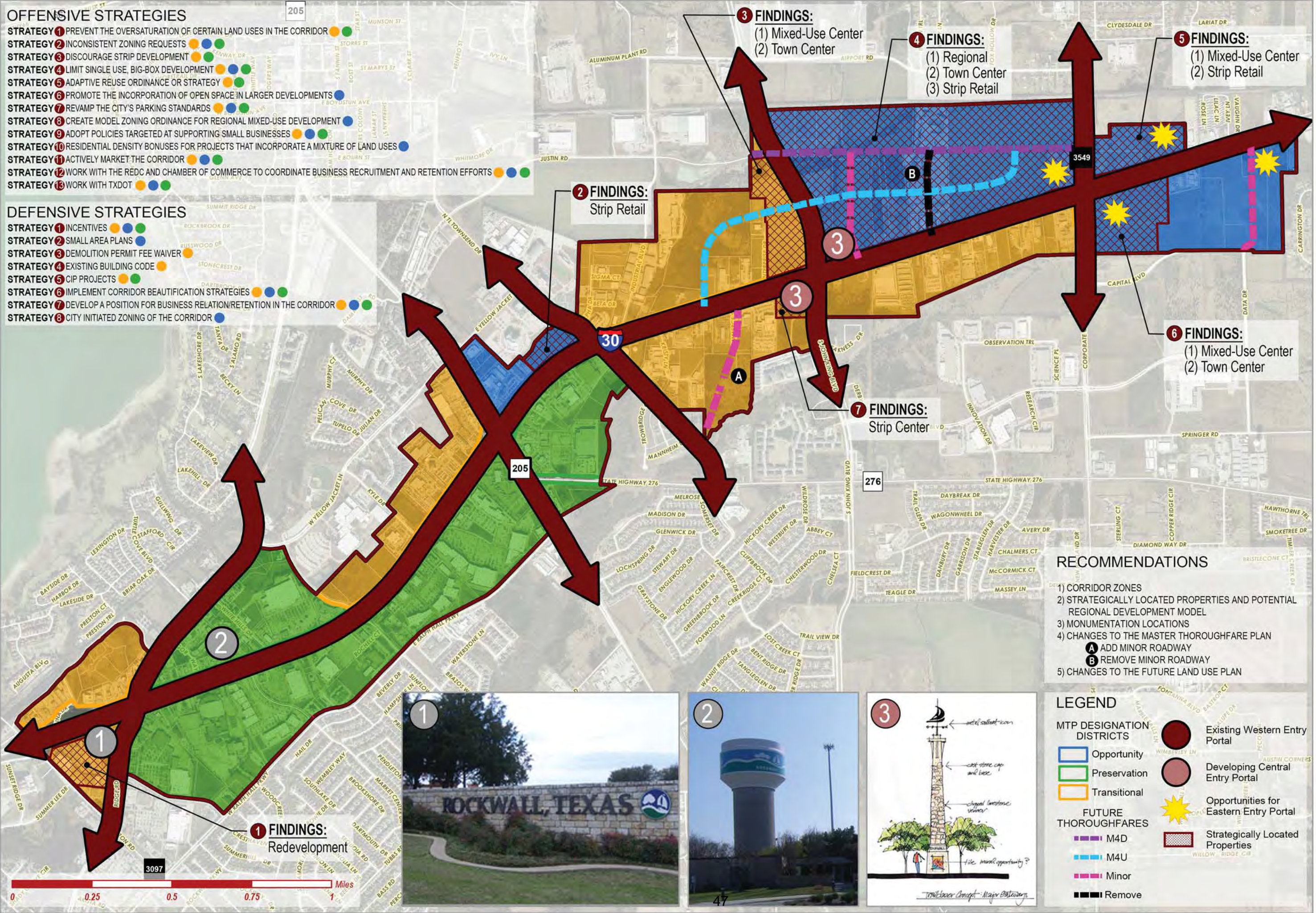


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# ROCKWALL FIRE DEPARTMENT

Staffing for Adequate Fire and Emergency Response (SAFER) Grant

## Objectives

- Overview of the SAFER Grant program
- Review of the RFD strategic plan
- SAFER Grant proposal

## Overview

- Provide funding for organizations “to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments”
- Enhance departments’ abilities to comply with staffing, response, and operational standards established by the NFPA

## Overview (cont.)

- 3-year program
- Grant pays:
  - Year 1 – 75% of the annual cost of a first-year firefighter
  - Year 2 – 75% of the annual cost of a first-year firefighter
  - Year 3 – 35% of the annual cost of a first-year firefighter
  - Year 4 and beyond – City picks up 100% of the cost

## Strategic Plan - Staffing

- 16, on-duty personnel in 6 years

Year	Personnel
1 (current year)	6
2	3
3	3
4	3
5	3
TOTAL NEW PERSONNEL in YEARS 2-5	12

## SAFER Staffing Levels

- Apply for funding for 12 personnel to take advantage of grant funding
- 13 full-time personnel assigned to each shift
- Significantly compresses the window to achieve increased on-duty staffing
  - Compresses years 2-5 into 1 year at a savings
- Minimum staffing = 12 per shift (3 at each station)

## Associated Costs with SAFER Levels

- PPE
- Uniforms
- Officer Positions
- Important to note that these are not *additional* costs, but will be incurred in a shorter period of time than without the grant

## Projected Base Salary and Benefits Package Costs (12 Personnel)

SAFER GRANT  
12 personnel in Year 1

NO SAFER GRANT  
12 personnel Over 4 Years (3 per year)

	TOTAL	GRANT	CITY
YEAR 1	\$ 886,209.17	\$ 664,656.88	\$ 221,552.29
YEAR 2	\$ 930,531.31	\$ 664,656.88	\$ 265,874.43
YEAR 3	\$ 977,057.44	\$ 310,173.21	\$ 666,884.23
YEAR 4	\$ 1,025,918.26	\$ -	\$ 1,025,918.26
<b>TOTAL</b>	<b>\$ 3,819,716.19</b>	<b>\$ 1,639,486.97</b>	<b>\$ 2,180,229.22</b>

YEAR 1	\$ 221,552.29
YEAR 2	\$ 454,185.12
YEAR 3	\$ 698,449.48
YEAR 4	\$ 954,929.05
<b>TOTAL</b>	<b>\$ 2,329,115.94</b>

Savings = \$2,329,115.94 - \$2,180,229.22 = \$148,886.72

## Advantages vs. Disadvantages

- Advantages
  - Savings of \$148,886
  - Exceeds the expectations of the strategic plan staffing objective
  - 3 – member staffing per station
- Disadvantages
  - Additional “up-front” cost in Year 1

Questions?



City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Rick Crowley, City Manager  
**Cc:** Honorable Mayor and City Council Members  
**FROM:** Kenneth Cullins, Fire Chief  
**DATE:** February 13, 2019  
**SUBJECT:** S.A.F.E.R. Grant Application

---

The FY2018 Staffing for Adequate Fire and Emergency Response (SAFER) Grant application period runs from February 15, 2019 to March 22, 2019. The SAFER Grant Program, in part, is designed to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards. The grant is a three year program. In the first and second years it pays for 75% of the usual annual cost of a first-year firefighter. In the third year it covers 35% of the usual annual cost of a first-year firefighter. The city picks up the entire cost of the member after the third year.

The current strategic plan for the Rockwall Fire Department includes consideration for increasing on-duty staffing levels. Specifically, the plan considers increasing staffing by 3 personnel each of the next four years. For council's consideration is the direction to staff to apply for a FY 2018 SAFER grant in order to offset the cost of hiring additional personnel.

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2 ROCKWALL CITY COUNCIL REGULAR MEETING

3 Monday, February 04, 2019 - 4:00 PM

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

5  
6 I. CALL PUBLIC MEETING TO ORDER

7 Mayor Pruitt called the meeting to order at 4:02 p.m. Present were Mayor Jim Pruitt, Mayor Pro Tem  
8 Kevin Fowler and Council Members Patrick Trowbridge, John Hohenshelt, Bennie Daniels and Trace  
9 Johannesen. Also present were City Manager Rick Crowley, Assistant City Managers Mary Smith and  
10 Joey Boyd, and City Attorney Frank Garza. Councilmember Dana Macalik was not present at the start  
11 of the meeting (but arrived shortly thereafter, at 4:04 P.M.).  
12

13 II. WORK SESSION

- 14 1. Hold a work session to hear staff presentation regarding the Harbor Urban Beach Park  
15 Concept Plan and Phase One.

16 Director of Parks and Recreation, Andy Hesser, came forth and briefed Council on the proposed Urban  
17 Beach Park at the Harbor, including various options for amenities and features which could be  
18 included in Phase One, at Council's discretion / direction. Councilmember Macalik arrived and joined  
19 the meeting at 4:04 p.m. Estimated costs and funding sources were also presented to Council as part  
20 of Mr. Hesser's presentation.  
21

22 Councilmember Fowler expressed that he likes "Option 2," which includes a restroom facility and is  
23 estimated at \$484,010. He asked if this option could have amenities added to it in the future. Mr.  
24 Hesser indicated that, yes, some things could be added. Mr. Fowler shared that the only thing he  
25 might immediately add to Option 2 would be an additional seating node.  
26

27 Councilmember Trowbridge asked for clarification regarding funding. Mrs. Smith clarified that these  
28 funds are in no way associated with the city's General Fund. The "Rec Development Fund" is a special,  
29 separate pot of money (in part funded by franchise agreements such as "Sail with Scott," for  
30 example).  
31

32 Councilmember Hohenshelt sought clarification regarding to what extent each of the city's  
33 neighborhood parks is currently developed / 'improved.' Mr. Crowley, City Manager, clarified that  
34 none of the city's neighborhood parks is totally developed or 'built out,' and certainly none are built  
35 to "pie in the sky" type specifications. Extensive, general discussion ensued pertaining to costs, other  
36 neighborhood parks within the city, amenities, and the like.  
37

38 Council took no formal action as a result of this work session discussion.  
39

- 40 2. Hold a work session with PROS Consulting to discuss an athletic facility feasibility study.



41 Mike Svetz with PROS Consulting came forth and introduced himself, indicating that PROS will be  
42 developing what is essentially an athletic fields 'master plan' for the City of Rockwall. It will help the  
43 city better understand supply and demand, both today and fifteen years from now. Mr. Svetz went  
44 on to explain the process that will ensue pertaining to the study, including its purpose and what  
45 results may be expected. Mr. Svetz indicated that the timing associated with completion of this study  
46 is estimated to be early to mid-summer. Council took no action pertaining to this work session  
47 discussion.

48  
49 Mayor Pruitt then read the below listed discussion items into the record before recessing the public  
50 meeting to go into Executive Session at 4:57 p.m.

51  
52 **III. EXECUTIVE SESSION.**  
53 THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS THE  
54 FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:

- 55 1. Discussion regarding legal issues pertaining to potential annexation pursuant to Section §551.071  
56 (Consultation with Attorney)
- 57 2. Discussion regarding Breezy Hill Road pursuant to § Section 551.071 (Consultation with Attorney)
- 58 3. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland,  
59 Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD)  
60 regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

61  
62 **IV. ADJOURN EXECUTIVE SESSION**  
63  
64 Council adjourned from Executive Session at 5:25 p.m.

65  
66  

---

  
67 **V. RECONVENE PUBLIC MEETING (6:00 P.M.)**  
68 Mayor Pruitt reconvened the public meeting at 6:00 p.m. (with all seven council members present).

69  
70 **VI. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION**  
71  
72 There was no action taken as a result of Executive Session.

73 **VII. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER JOHANNESSEN**  
74  
75 Councilmember Johannesen delivered the invocation and led the Pledge of Allegiance.

76 **VIII. PROCLAMATIONS**  
77 1. STEM Gals Day  
78 Mayor Pruitt called forth Mrs. Taylor, teacher from Rockwall High School who oversees the S.T.E.M.  
79 program, and her students. He then read the proclamation for "STEM Gals Day." The program  
80 encourages females to pursue educations and careers in the fields of Science, Technology, Engineering  
81 and Mathematics.

82

83 2. Presentation of The Patriot Award

84 Mayor Pruitt called forth Mary Smith, Assistant City Manager, Debbie Waters, (Municipal) Court  
85 Administrator and Tia Hambrick, Court Clerk as well as a representative from an organization called  
86 the ESGR (Employer Support of the Guard and Reserve), which is a Department of Defense  
87 program. Indication was given that this organization was established in 1972 to promote cooperation  
88 and understanding between Reserve Component Service members and their civilian employers. Ms.  
89 Hambrick then read two statements, one addressed to Mrs. Smith and one addressed to Mrs. Waters.  
90 Each of them was then presented with an award to recognize and thank them for their support of Ms.  
91 Hambrick over the years as she has participated in various military related endeavors while employed  
92 by the City of Rockwall for the last fourteen years. The representative from the ESGR also presented a  
93 certificate to Mayor Pruitt in recognition of the City of Rockwall for its support of military personnel  
94 employed by the City.

95

96 IX. OPEN FORUM

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

99

100 Ruth Peck (108 Lakedale Drive) came forth and shared that she has some water related issues  
101 occurring in her yard, including some sink holes. She is concerned about this; however, she pointed  
102 out she was introduced to City Engineer, Amy Williams, before the start of tonight's meeting. So she  
103 will be getting with Ms. Williams to hopefully work through these concerns.

104

105 There being no one else coming forth to speak, Mayor Pruitt closed Open Forum.

106

107 X. CONSENT AGENDA

108 1. Consider approval of the minutes from the January 22, 2019 city council meeting, and take  
109 any action necessary.

110 2. Z2018-057 - Consider approval of a request by Bill Bricker of Columbia Development  
111 Company, LLC for the approval of an ordinance amending Planned Development District 59  
112 (PD-59) for the purpose of incorporating a 0.786-acre tract of land for Residential-Office  
113 (RO) District land uses being a 56.586-acre tract of land identified as a portion of R. Ballard  
114 Survey, Abstract No. 29, City of Rockwall, Rockwall County, Texas, zoned Planned  
115 Development District 52 (PD-52) and Planned Development District 59 (PD-59), located  
116 between W. Washington Street and T. L. Townsend Drive, and take any action necessary  
117 [2nd Reading].

118 3. Z2018-059 - Consider approval of a request by Heather Cullins for the approval of an  
119 ordinance for a zoning change from a Single-Family Estate 2.0 (SFE-2.0) District to Single  
120 Family Estate 1.5 (SFE-1.5) District on a 3.03-acre tract of land identified as Tract 1-01 of the  
121 T. Dean Survey, Abstract No. 69, City of Rockwall, Rockwall County, Texas, zoned Single-  
122 Family Estate 2.0 (SFE-2.0) District, addressed as 1085 Dalton Road, and take any action  
123 necessary [2nd Reading].

124 4. P2019-002 - Consider a request by Gerald Houser of Collin-G Properties, LTD for the  
125 approval of a replat for Lot 2, Block A, Houser Addition being a 6.19-acre parcel of land  
126 identified Lot 1, Block A, Houser Addition, City of Rockwall, Rockwall County, Texas, zoned

- 127 Heavy Commercial (HC) District, situated within the SH-276 Overlay (SH-276 OV) District,  
128 addressed as 1611 SH-276, and take any action necessary.
- 129 5. P2019-003 - Consider a request by Maria C. Bonilla of Winkelmann & Associates, Inc. on  
130 behalf of Jill Fisher of Dunhill Partners, Inc. for the approval of a replat for Lot 2, Block B, R.  
131 W. Marketcenter Addition being a replat of a 21.424-acre parcel identified as Lot 1A, Block  
132 B, R. W. Marketcenter Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial  
133 (C) District, situated within the IH-30 Overlay (IH-30 OV) District, situated at the southwest  
134 corner of Market Center Drive and the E. IH-30 Frontage Road, and take any action  
135 necessary.
- 136 6. P2019-004 - Consider a request by Tony Degelia of A & W Surveyors on behalf of Michael  
137 Fisher for the approval of a replat for Lot 7, Block A, Temunovic Addition being a 1.082-acre  
138 parcel of land identified as Lot 6, Block A, Temunovic Addition, City of Rockwall, Rockwall  
139 County, Texas, zoned Planned Development District 9 (PD-9) for General Retail (GR) District,  
140 situated within the Scenic Overlay (SOV) District, addressed as 1306 Summer Lee Drive, and  
141 take any action necessary.
- 142 7. Consider approving emergency pump replacements for the large fountain at The Harbor and  
143 authorizing the City Manager to expend \$25,830.83 out of the General Fund Harbor  
144 Operations Budget for this purpose, and take any action necessary.
- 145 8. Consider approving the work and authorizing the City Manager to execute a Purchase Order  
146 to XIT Paving and Construction for the Service Center Yard Pavement Replacement project in  
147 the amount of \$352,390 to be funded out of the General Fund Streets Operations Budget,  
148 and take any action necessary.
- 149 9. Consider approving the work and authorizing the City Manager to execute a Purchase Order  
150 to Texas Bit for the National Drive Reconstruction Project in the amount of \$300,997 to be  
151 funded out of the General Fund Streets Operations Budget, and take any action necessary.
- 152 10. Consider awarding a bid to Riverstone Fence and authorizing the City Manager to execute a  
153 Contract for new fencing at three city lift station sites in the amount of \$43,500 to be  
154 funded out of the Water and Sewer Fund, Wastewater Operations Budget, and take any  
155 action necessary.
- 156 11. Consider authorizing the City Manager to execute Supplemental Agreement No. 1 with  
157 Teague Nall & Perkins, Inc. to design portions of Carriage Trail, Westway Drive, and Aspen  
158 Court in the amount of \$432,000 to be paid out of the 2018 Street Bond funds and  
159 water/wastewater funds, and take any action necessary.
- 160 12. Consider approval of the Rockwall Police Department's 2018 Racial Profiling Report, and  
161 take any action necessary.
- 162 13. Consider approval of a resolution calling the May 4, 2019 General Election for the purpose  
163 of electing the mayor and city council members for Places 1, 3, and 5, and take any action  
164 necessary.

165 Councilmember Hohenshelt moved to approve the entire Consent Agenda. Councilmember  
166 Trowbridge seconded the motion. The ordinances were read as follows:

167  
168 CITY OF ROCKWALL  
169 ORDINANCE NO. 19-08

170  
171 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE  
172 UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS  
173 HERETOFORE AMENDED, SO AS TO AMEND PLANNED DEVELOPMENT DISTRICT 59 (PD-59)  
174 [ORDINANCE NO.'s 04-59 AND -6-51] AND PLANNED DEVELOPMENT DISTRICT 52 (PD-52)  
175 [ORDINANCE NO. 16-45] FOR THE PURPOSE OF INCORPORATING A 0.789-ACRE TRACT OF LAND  
176 FOR RESIDENTIAL-OFFICE (RO) DISTRICT LAND USES BEING A 56.586-ACRE TRACT OF LAND  
177 IDENTIFIED AS A PORTION OF THE R. BALLARD SURVEY, ABSTRACT NO. 29, CITY OF ROCKWALL,  
178 ROCKWALL COUNTY, TEXAS, ZONED PLANNED DEVELOPMENT DISTRICT 52 (PD-52) AND  
179 PLANNED DEVELOPMENT DISTRICT 59 (PD-59) AND MORE FULLY DESCRIBED HEREIN BY  
180 EXHIBIT 'A' AND DEPICTED HEREIN BY EXHIBIT 'B'; PROVIDING FOR SPECIAL CONDITIONS;  
181 PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS  
182 (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A  
183 REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

184  
185 The motion passed by a vote of 7 ayes to 0 nays.

186  
187 XI. APPOINTMENT ITEMS

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

190  
191 Chairman of the city's Planning & Zoning Commission, Johnny Lyons, came forth and addressed the  
192 Council, providing brief comments regarding recommendations of the Commission relative to  
193 planning-related items on tonight's meeting agenda. No discussion ensued and no action was taken  
194 by Council as a result of Mr. Lyons' briefing.

- 195  
196 2. Appointment with the city's ART Commission Chairman to hear a presentation regarding a  
197 public art fiberglass guitar project and to consider authorizing associated funding in the  
198 amount of \$5,500 from the city's "Art in Public Places" funds, and take any action necessary.

199  
200 David Sweet of the city's ART Commission came forth and gave a brief presentation regarding this  
201 proposed project. Following his presentation, Mayor Pruitt moved to authorize the expenditure of  
202 \$5,500 as requested. Councilmember Trowbridge seconded the motion, which passed unanimously of  
203 those present (7 ayes to 0 nays).

- 204  
205 3. Appointment with resident Jillian Gaines to hear concerns related to water around her  
206 home and neighborhood (address: 1305 Clear Meadow Court), and take any action  
207 necessary.

208 Ms. Gaines came forth and addressed the Council during this appointment item. She generally  
209 expressed concern related to water in and around the streets and properties within the subdivision in  
210 which she lives and on the street on which she resides. She also has concerns about water on her  
211 own, personal residential property.

212  
213 Mayor Pruitt indicated that several council members have traveled to the locations in and around Ms.  
214 Gaines home in The Shores since the last time Ms. Gaines came before the Council to express water-  
215 related concerns. He shared that he personally knows of three other locations (not in The Shores)  
216 where groundwater settles on the pavement following rain events within the city. He expressed that  
217 there hasn't been any significant rain events lately, so the underground springs and ground water

218 have not had the opportunity to seep up and stand on the concrete pavement recently. Mayor Pruitt  
219 shared that the city cannot make the HOA in which Ms. Gaines lives do anything about concerns  
220 related to french drain installation or retaining wall repairs. He understands that there are areas  
221 within the city where ground water seeps up and causes standing water to pool; however, he does  
222 not believe there is anything that the city or the city council can do regarding ground water. Council  
223 took no action as a result of this Appointment Item.

224  
225 XII. PUBLIC HEARING ITEMS

226 1. Z2018-058 - Hold a public hearing to discuss and consider a request by Tim McCallum of He  
227 Wines She Dines, LLC on behalf of Buffalo Creek Business Park, LTD for the approval of an  
228 ordinance for a Specific Use Permit (SUP) for a Craft Winery and Commercial  
229 Amusement/Recreation (Outdoor) on a 7.2-acre tract of land identified as Tracts 20-01 &  
230 20-7 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas,  
231 zoned Commercial (C) District, addressed as 203 County Line Road, and take any action  
232 necessary [1st Reading].

233  
234 City Planning Director Ryan Miller provided brief background information pertaining to this agenda  
235 item. The applicant is currently running a subscription-based wine business. The venue has been  
236 holding special events at this location through the city's "special events" ordinance; however, doing  
237 so limits the business to only four events per year, and the applicant would like to hold more than  
238 four events annually. Mr. Miller shared that Council may wish to consider the following conditions  
239 related to this SUP request:

240  
241 1) The operation of the *Craft Winery and Commercial Amusement/Recreation (Outdoor)* on the  
242 subject property shall be subject to the following operational conditions, which are contained  
243 in the SUP ordinance:

244 A. Craft Winery:

- 245 1) The maximum square footage of the building used for a winery shall not exceed  
246 12,000 SF in total building area, and is depicted in *Exhibit 'C'* of the draft ordinance.
- 247 2) The areas dedicated to the direct sale of the on-site manufactured product shall not exceed  
248 40% of the total floor area of the building, and is depicted in *Exhibit 'D'* of the draft  
249 ordinance.
- 250 3) The hours open to the public for this facility shall be limited to Sunday through Saturday,  
251 11:00 AM to 12:00 AM.

252  
253 B. Commercial Amusement/Recreation (Outdoor)

- 254 1) The operation of a *Commercial Amusement/Recreation (Outdoor)* use shall generally  
255 conform to the *Concept Plan* depicted in *Exhibit 'B'* of this ordinance.
- 256 2) The *Subject Property* may be used for all permitted accessory uses as well as the use of an  
257 *outdoor venue* that may include live music and food truck vendors as depicted in *Exhibit 'B'*  
258 of this ordinance. The use of temporary tents or similar uses must be made of fire retardant  
259 materials and meet the City's fire codes.
- 260 3) The hours of operation associated with the *Outdoor Venue* for this facility shall be limited to  
261 Thursday through Monday, 11:00 AM to 12:00 AM.
- 262  
263 4) There shall be no outside storage of equipment, furniture, or other materials associated  
264 with the operation of this business or from any outdoor gatherings on the *Subject Property*.

265 5) No parking associated with the uses permitted on the *Subject Property* shall be permitted  
266 along County Line Road or Horizon Road [FM-3097].

267  
268 2) Any construction or building necessary to complete this request must conform to the  
269 requirements set forth by the *UDC*, the *International Building Code*, the *Rockwall*  
270 *Municipal Code of Ordinances*, city adopted engineering and fire codes and with all other  
271 regulatory requirements administered and/or enforced by the state and federal  
272 government.

273  
274 On January 2, 2019, staff mailed 63 notices to property owners and residents within 500-feet of the  
275 subject property. Staff did not send a neighborhood HOA notification, as there were no Home  
276 Owners Associations (HOA's) participating in the Neighborhood Notification Program within 1500-feet  
277 of the subject property. At the time staff's report was drafted, one e-mail opposed to the applicant's  
278 request had been received. In addition, the city's Planning & Zoning Commission recommended  
279 approval of this item by a vote of 5-2.

280  
281 Tim McCallum  
282 5140 Standing Oak Ln.  
283 Rockwall, TX 75087

284  
285 Mr. McCallum came forth to address the Council concerning this public hearing item. He briefed the  
286 Council on his and his wife's existing business, including the business model, which focuses on online  
287 direct sales, wine festivals and events.

288  
289 Mayor Pruitt opened the public hearing, asking if anyone would like to come forth and speak at this  
290 time. There being no one indicating such, he then closed the public hearing.

291  
292 Brief clarifying questions and answered took place among Council members, staff and the applicant.  
293 Councilmember Daniels asked for clarification about "used on a limited and infrequent basis." Mr.  
294 Miller clarified that if this SUP is granted, the applicant could (potentially) hold an event there every  
295 night of the week from Thursday thru Monday. Mr. Daniels expressed concern about this, especially  
296 related to residential homes located nearby. He has a problem with the 'unlimited frequency'  
297 timeframe related to how the SUP ordinance drafted (which would allow it to be open five nights out  
298 of the week).

299  
300 Councilman Trowbridge asked for clarification regarding where PD-75 is located. Mr. Miller indicated  
301 that this is located in the Lake Rockwall Estates Subdivision area.

302  
303 Mayor Pruitt expressed concern that the hours would allow wine tastings, for example, until  
304 midnight. He would prefer that the time be cut off at about 10:00 p.m. at night.

305  
306 Councilmember Macalik moved to approve Z2018-058. Councilmember Trowbridge seconded the  
307 motion.

308 CITY OF ROCKWALL  
309 ORDINANCE NO. 19-XX  
310 SPECIFIC USE PERMIT NO. S-XXX

311  
312 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE  
313 UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, TEXAS, AS

314 PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR A  
315 CRAFT WINERY AND COMERCIAL AMUSEMENT/RECREATION (OUTDOOR) ON A 7.2-ACRE  
316 TRACT OF LAND, ADDRESSED AS 203 COUNTY LINE ROAD AND BEING IDENTIFIED AS TRACTS  
317 20-01 & 20-07 OF THE W. W. FORD SURVEY, ABSTRACT NO. 80, CITY OF ROCKWALL, ROCKWALL  
318 COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDIT IONS; PROVIDING FOR A PENALTY OR FINE  
319 NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE;  
320 PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING  
321 FOR AN EFFECTIVE DATE.  
322

323 The motion passed by a vote of 7 ayes to 0 nays.  
324

325 2. Z2018-056 - Hold a public hearing to discuss and consider a request by Tom Jones on behalf  
326 of Shanon Thomas of Rockwall Friendship Baptist Church for the approval of an ordinance  
327 for a zoning change from an Agricultural (AG) District to a Light Industrial (LI) District for a  
328 6.03-acre tract of land being identified as Tract 2-4 of the D. Harr Survey, Abstract No. 102,  
329 City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the  
330 SH-205 By-Pass Overlay (SH-205 BY OV) District, located east of the intersection of Justin  
331 Road and John King Boulevard, and take any action necessary [1st Reading].  
332

333 Planning Director Ryan Miller provided background information pertaining to this agenda item. The  
334 applicant is requesting a change in zoning from an Agricultural (AG) District to a Light Industrial (LI)  
335 District for the purpose of constructing a house of worship on the subject property. The subject  
336 property is situated on a 6.03-acre tract of land, zoned Agricultural (AG) District, situated within the  
337 SH-205 By-Pass Overlay (SH-205 BY OV) District, and located east of the intersection of Justin Road  
338 and John King Boulevard. The subject property was annexed in 1985 [Ordinance No. 85-69] and is  
339 zoned Agricultural (AG) District. The Agricultural (AG) District is a holding district with the intent that a  
340 property will be rezoned in conformance with the Future Land Use Plan contained in the  
341 Comprehensive Plan. According to Section 1.0, Use of Land and Buildings, of Article IV, Permissible  
342 Uses, of the Unified Development Code (UDC), a house of worship is permitted in an Agricultural (AG)  
343 District by Specific Use Permit (SUP) or permitted by-right in a Light Industrial (LI) District. The  
344 proposed request to rezone the property to Light Industrial (LI) District is in conformance with the  
345 City's Future Land Use Plan.  
346

347 On January 14, 2019, staff mailed 10 notices to property owners and residents within 500-feet of the  
348 subject property. There are no HOA's/Neighborhood Associations within 1,500-feet of the subject  
349 property participating in the Neighborhood Notification Program. At the time the case memo was  
350 drafted, staff had not received any notices concerning this case. On January 29, 2019, the Planning  
351 and Zoning Commission's motion to recommend approval of the change in zoning from an Agricultural  
352 (AG) District to a Light Industrial (LI) District passed by a vote of 7-0.  
353

354 Mayor Pruitt opened the public hearing and asked if the applicant has received approval from the  
355 FAA, as it is located within a flight path. Mr. Miller shared that the applicant will obtain any necessary  
356 'letter of approval' from the FAA. There being no one wishing to come forth and speak, he then  
357 closed the public hearing and called the applicant forth.  
358

359 Tom Jones  
360 5850 Hillcrest  
361 Dallas, TX

362  
363 Mr. Jones came forth and briefly addressed the Council.

364  
365 Clarifying questions and answered then took place between the city council members and staff.  
366 Thereafter, Councilman Daniels moved to approve Z2018-056. Mayor Pruitt seconded the motion.  
367 The ordinance was read as follows:

368 CITY OF ROCKWALL  
369 ORDINANCE NO. 19-XX

370  
371 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE  
372 UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS  
373 HERETOFORE AMENDED, SO AS TO AMEND PLANNED DEVELOPMENT DISTRICT 59 (PD-59)  
374 [ORDINANCE NO.'s 04-59 AND -6-51] AND PLANNED DEVELOPMENT DISTRICT 52 (PD-52)  
375 [ORDINANCE NO. 16-45] FOR THE PURPOSE OF INCORPORATING A 0.789-ACRE TRACT OF LAND  
376 FOR RESIDENTIAL-OFFICE (RO) DISTRICT LAND USES BEING A 56.586-ACRE TRACT OF LAND  
377 IDENTIFIED AS A PORTION OF THE R. BALLARD SURVEY, ABSTRACT NO. 29, CITY OF ROCKWALL,  
378 ROCKWALL COUNTY, TEXAS, ZONED PLANNED DEVELOPMENT DISTRICT 52 (PD-52) AND  
379 PLANNED DEVELOPMENT DISTRICT 59 (PD-59) AND MORE FULLY DESCRIBED HEREIN BY  
380 EXHIBIT 'A' AND DEPICTED HEREIN BY EXHIBIT 'B'; PROVIDING FOR SPECIAL CONDITIONS;  
381 PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS  
382 (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A  
383 REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

384  
385 The motion passed by a vote of in favor with 1 against (Hohenshelt).

386 XIII. ACTION ITEMS

387 1. Discuss and consider the overall concept plan and proposed Phase I of the Harbor Urban  
388 Beach Park, and take any action necessary.

389 Mayor Pruitt provided opening comments pertaining to this agenda item, indicating that a work  
390 session was held with staff and Council earlier this afternoon pertaining to this Action Item.  
391 Councilmember Hohenshelt generally expressed that he believes 50% of the park and its amenities  
392 should cater to the general populous of Rockwall, and the remaining 50% should cater to the  
393 immediate, residential occupants in and around The Harbor area. Council generally indicated that this  
394 is a very important park, and the council members really want to be sure they're making right  
395 decisions pertaining to its development. Mayor Pruitt pointed out that there are no time constraints  
396 associated with making these decisions.

397  
398 Staff shared that takeline leases, concession agreements and marina fees are all examples of funding  
399 sources for the city's "Rec Development Fund," which is the pot of money that will be utilized to fund  
400 this park.

401  
402 Mayor Pruitt asked staff to allow Council time to reflect and then revisit this topic again in one month  
403 (first meeting in March). No formal action was taken at this time.

404  
405  
406 XIV. CITY MANAGER'S REPORT, DEPARTMENTAL REPORTS AND RELATED DISCUSSIONS PERTAINING TO  
407 CURRENT CITY ACTIVITIES, UPCOMING MEETINGS, FUTURE LEGISLATIVE ACTIVITIES, AND OTHER  
408 RELATED MATTERS.

409  
410 1. Departmental Reports



- 411 Building Inspections Monthly Report - December 2018
- 412 Fire Department Monthly Report - December 2018
- 413 GIS Division Monthly Report - December 2018
- 414 Harbor PD Monthly Report - December 2018
- 415 Internal Operations Department Monthly Report - December 2018
- 416 Police Department Monthly Report - December 2018
- 417 Recreation Monthly Report - December 2018
- 418 Rockwall Animal Adoption Center Monthly Report - December 2018
- 419 STAR Transit Monthly Report - December 2018

420 **2. City Manager’s Report**

421 Mr. Crowley indicated that staffs’ departmental reports have been included in the council members’  
 422 meeting packet this evening, and staff is happy to answer any questions Council may have. None  
 423 were asked.  
 424

425 **XV. EXECUTIVE SESSION**

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

- 428 1. Discussion regarding legal issues pertaining to potential annexation pursuant to Section §551.071  
 429 (Consultation with Attorney)
- 430 2. Discussion regarding Breezy Hill Road pursuant to § Section 551.071 (Consultation with Attorney)
- 431 3. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland,  
 432 Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD)  
 433 regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

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

435 Council did not reconvene in Executive Session following the close of the public meeting agenda.  
 436

437 **XVII. ADJOURNMENT**

438 Mayor Pruitt adjourned the meeting at 7:43 p.m.  
 439  
 440

441 **PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 19<sup>th</sup>**  
 442 **DAY OF FEBRUARY, 2019.**

443  
 444 **ATTEST:**

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

445  
 446 \_\_\_\_\_  
 447 **Kristy Cole, City Secretary**

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CITY OF ROCKWALL

ORDINANCE NO. 19-10

SPECIFIC USE PERMIT NO. S-205

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, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR A *CRAFT WINERY AND COMERCIAL AMUSEMENT/RECREATION (OUTDOOR)* ON A 7.2-ACRE TRACT OF LAND, ADDRESSED AS 203 COUNTY LINE ROAD AND BEING IDENTIFIED AS TRACTS 20-01 & 20-07 OF THE W. W. FORD SURVEY, ABSTRACT NO. 80, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, a request has been made by Tim McCallum of He Wines She Dines, LLC for the approval of a Specific Use Permit (SUP) for a *Craft Winery and Commercial Amusement/Recreation (Outdoor)* for the purpose of establishing a *Craft Winery* in conjunction with an outdoor venue on a 7.2-acre Tract of land, zoned Commercial (C) District, being identified as Tract 20-01 & 20-07 of the W. W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, addressed as 203 County Line Road, and being more specifically depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

**SECTION 1.** That the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing for the establishment of a *Craft Winery and Commercial Amusement/Recreation (Outdoor)* as stipulated by Article IV, *Permissible Uses*, of the Unified Development Code [*Ordinance No. 04-38*] on the *Subject Property*, and

**SECTION 2.** That the *Subject Property* shall be used and developed only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance and as specifically set forth in *Section 1.1, Land Use Schedule*, of Article IV, *Permissible Uses*, and *Section 4.5, Commercial (C) District*, of Article V, *District Development Standards*, of the Unified

Development Code [*Ordinance No. 04-38*] of the City of Rockwall as heretofore amended, as amended herein by the granting of this zoning change, and as may be amended in the future, and shall be subject to the additional following conditions:

## 2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *Craft Winery* and *Commercial Amusement/Recreation (Outdoor)* use on the *Subject Property* and conformance to these requirements is necessary for continued operations:

A. *Craft Winery:*

- 1) The maximum square footage of the building used for a winery shall not exceed 12,000 SF in total building area, and is depicted in *Exhibit 'C'* of the draft ordinance;
- 2) The areas dedicated to the direct sale of the on-site manufactured product shall not exceed 40% of the total floor area of the building, and is depicted in *Exhibit 'D'* of the draft ordinance; and,
- 3) The hours open to the public for this facility shall be limited to Sunday through Saturday, 11:00 AM to 12:00 AM.

B. *Commercial Amusement/Recreation (Outdoor)*

- 1) The development and operation of a *commercial amusement/recreation (outdoor)* use shall generally conform to the *Concept Plan* depicted in *Exhibit 'B'* of this ordinance;
- 2) The *Subject Property* may be used for all permitted accessory uses as well as the use of an *outdoor venue* that may include live music and food truck vendors as depicted in *Exhibit 'B'* of this ordinance. The use of temporary tents or similar uses must be made of fire retardant materials and meet the City's fire codes;
- 3) The hours of operation associated with the *outdoor venue* for this facility shall be limited to Thursday through Monday, 11:00 AM to 12:00 AM;
- 4) There shall be no outside storage of equipment, furniture, or other materials associated with the operation of this business or from any outdoor gatherings on the *Subject Property*, and,
- 5) No parking associated with the uses permitted on the *Subject Property* shall be permitted along County Line Road or Horizon Road [FM-3097].

## 2.2 COMPLIANCE

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

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

Development Code (UDC).

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

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

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

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

**SECTION 7.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 19<sup>TH</sup> DAY OF FEBRUARY, 2019.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: **February 4, 2019**

2<sup>nd</sup> Reading: **February 19, 2019**

**Exhibit 'A':**

*Legal Description: Tracts 20-01 & 20-7 of the W.W. Ford Survey, Abstract No. 80*

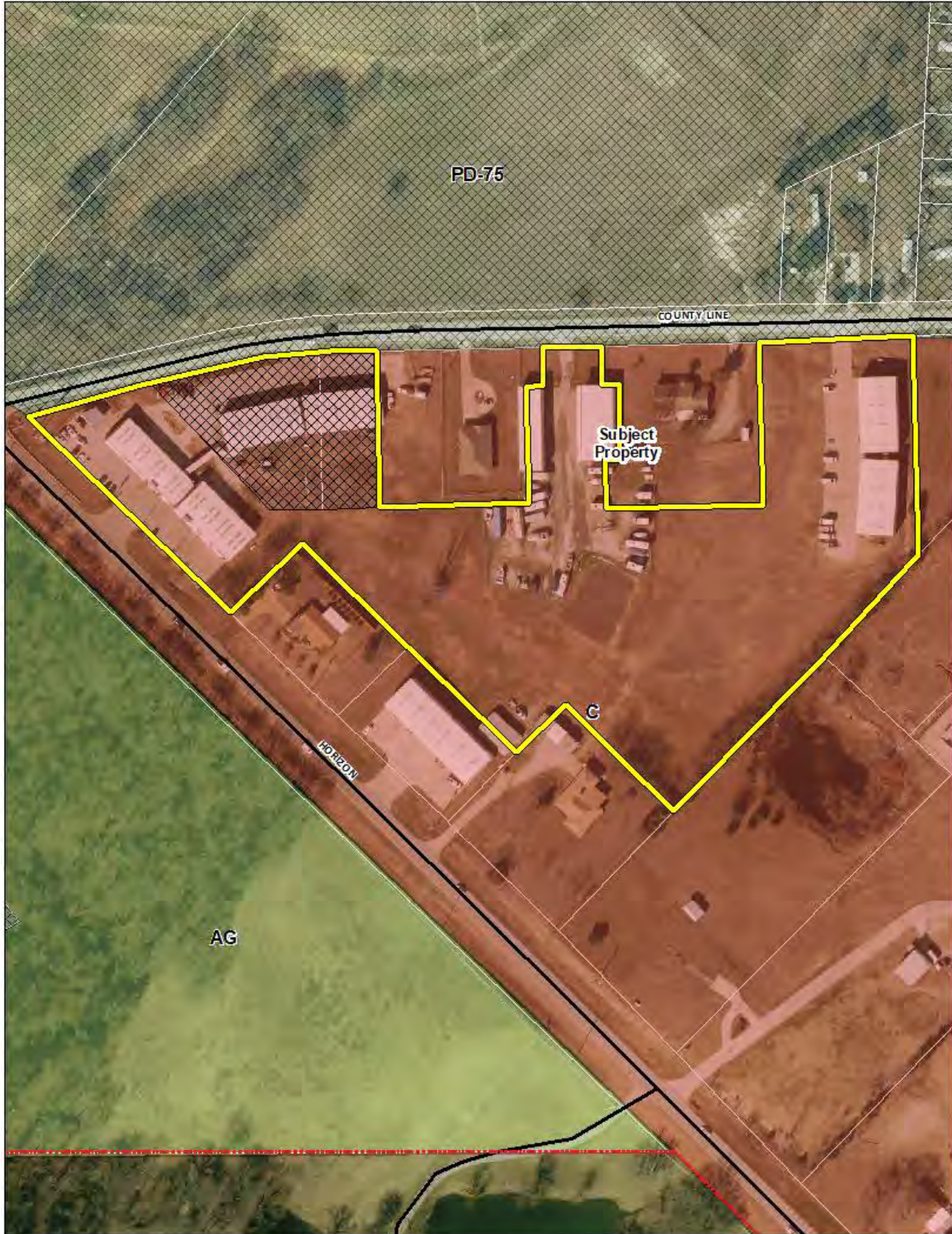
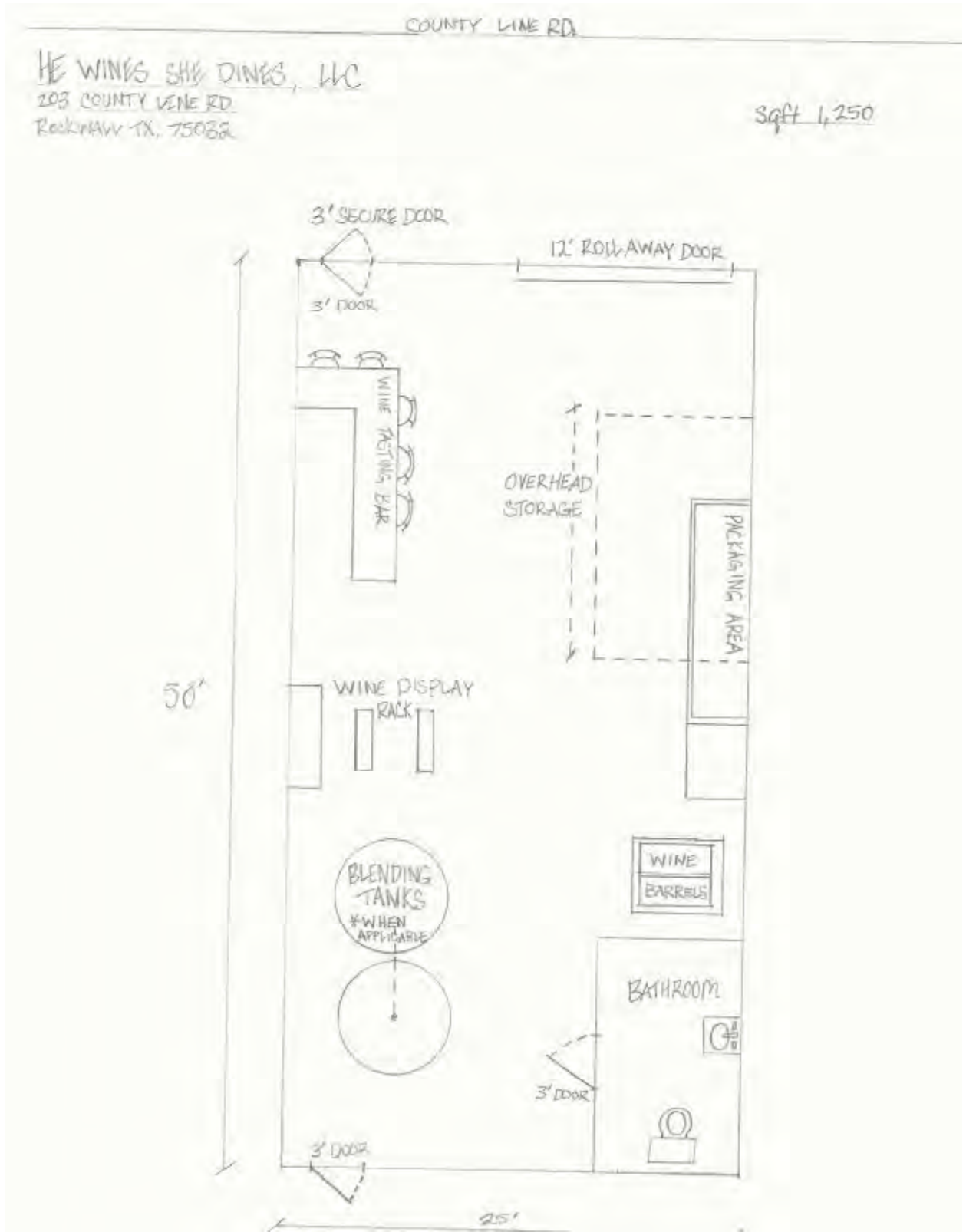


Exhibit 'B':  
Concept Plan

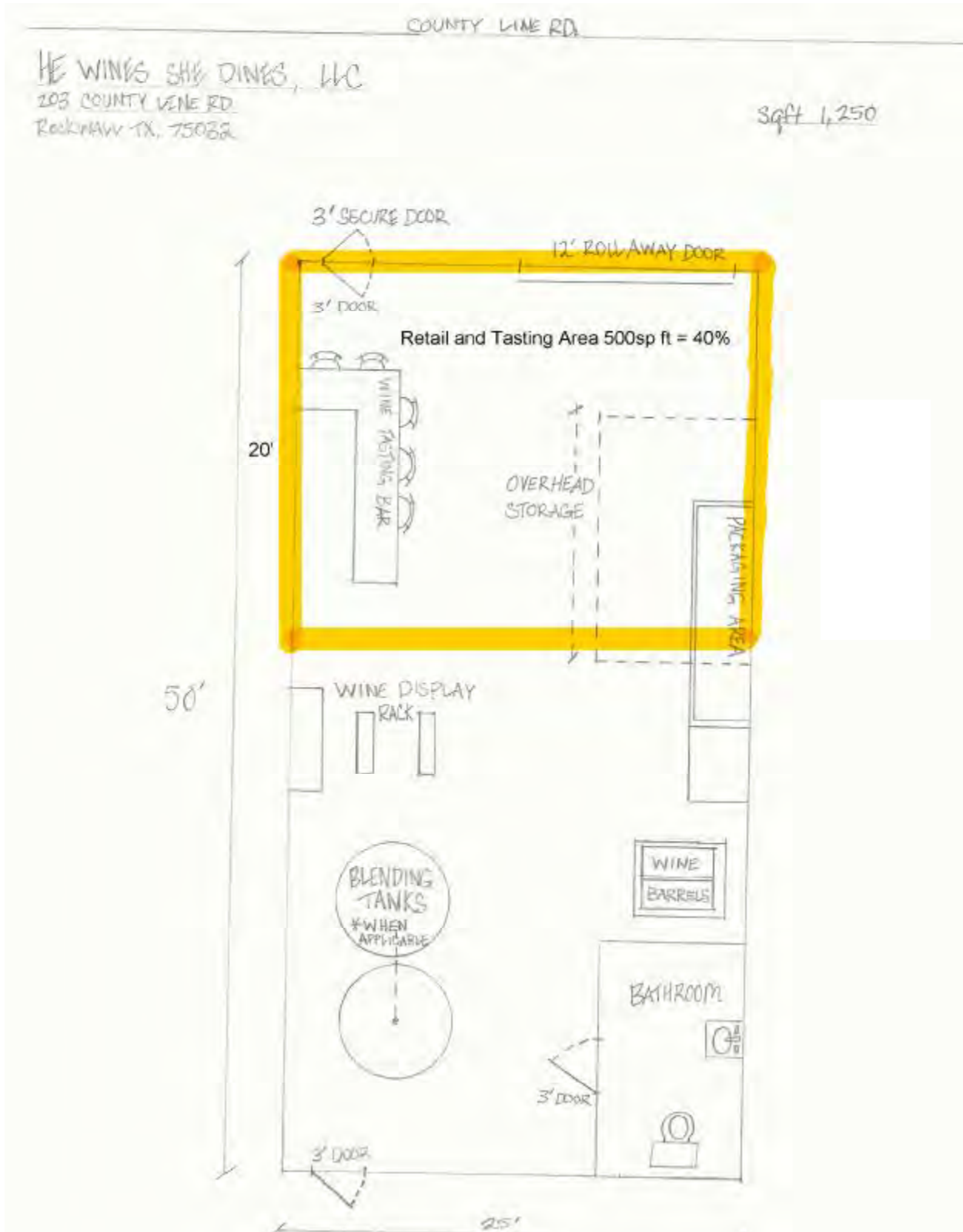


Exhibit 'C':  
Floor Plan





**Exhibit 'D':  
Retail and Tasting Area Plan**



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## CITY OF ROCKWALL, TEXAS MEMORANDUM

---

**TO:** Honorable Mayor and City Council

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

**FROM:** Andy Hesser, Director of Parks and Recreation

**DATE:** February 12, 2019

**SUBJECT:** FACILITY USE AGREEMENT WITH LAKE POINTE SPORTS

---

In July of 2018, the facility use agreement between the City of Rockwall and Lake Pointe Church expired. This was originally a five year term including any approved extensions. Since that time, staff had not received any communication regarding a renewal of the agreement and had therefore assumed that Lake Pointe Sports would not be offering a baseball program on City owned fields.

On January 16, 2019, staff meet with Brad Bassett of Lake Pointe Sports to hear a request for field usage for their baseball program. Mr. Bassett asked for an appointment with the Park Board to request that the City enter into a new facility agreement for baseball field use.

Included in your packet is a copy of the previous agreement and the basis for which field allocations are determined. It states:

**“The City of Rockwall will coordinate the Rockwall Baseball and Softball League for children 5 -14 years old. It is the goal to provide two practice periods per week to each team prior to the season and fields for one practice and {up to} two games per week and once the season has commenced. This goal will be the basis for the allocation of all City owned fields. Once this goal is met, additional fields may be available to LPC. It shall be the goal of LPC to provide one practice time and one game time per week during the season. Fields shall be allocated in a manner to meet the goals of each party.”**

As the program grows, field availability becomes an increasing challenge for the City’s Rockwall Baseball Softball League (RBSL) program as well as any other potential

outside user. At this time, we anticipate another year of approximately 1,200 participants. Since the creation of the program, our commitment to our customers has been to provide adequate practice times and game times. The RBSL program is hosting 13 weekend tournaments that we believe to be in line with the expectations of our participants.

Now that registration has officially closed, staff is currently working on the spring season schedule. This schedule must take into account that between 94 teams need a practice once per week, which is only available on weekends and up to two games each week, Monday through Friday.

We have six lighted fields and seven unlighted fields between three different facilities. Additionally, when tournaments are held on weekends, this displaces RBSL team's practices, normally scheduled at Tuttle. It is our intention to make sure those teams displaced from Tuttle due to the tournaments, can continue to have practice times at Yellowjacket and/or Myers Park fields.

We also factor in make-up games for rainouts to better ensure that we meet our goal of 12 regular season games and an end of the season tournament which is determined by league play seeding. Based on customer feedback, we try to end the spring season before Memorial Day weekend. This allows time for rain-out make-ups

Park Board voted unanimously of those present to recommend that Council authorize the City Manager to enter into a one year agreement in the annual amount of \$12,000 in accordance with the terms of the attached agreement with the understanding that the City will first meet its obligation to its customers with any remaining time slots to be made available to Lake Pointe Sports, contingent on City Attorney review.

**FACILITY USE AGREEMENT BETWEEN THE CITY OF ROCKWALL,  
TEXAS, AND THE LAKEPOINTE CHURCH**

STATE OF TEXAS                   §  
  §  
COUNTY OF ROCKWALL       §

**WHEREAS**, the City of Rockwall, Texas (City) is a home rule city with all the rights, powers, and privileges set forth by the applicable statutes of the State of Texas and the City Charter; and

**WHEREAS**, the City is empowered pursuant to those statutes and said City Charter to provide for the regulation and improvement of all public grounds, including parks, located within the City’s limits; and

**WHEREAS**, Lakepointe Church (LPC) desires to operate a baseball program utilizing City athletic fields; and

**WHEREAS**, the City desires to promote the health, welfare, and safety of its citizens:

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein and the mutual benefits flowing to both the City and LPC, and other good and valuable considerations recited herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Associations do **CONTRACT, COVENANT, WARRANT, AND AGREE** as follows:

**I.**

**INCORPORATION**

All matters contained in the above and foregoing preamble are incorporated herein and made part of this Facilities Use Agreement (Agreement) as if copied herein in its entirety.

## II.

### DEFINITIONS

- A. The terms “athletic facility,” “athletic fields,” or “fields” mean the eight fields at Leon Tuttle Park, the two fields at Harry Myers Park and the three fields Yellowjacket Park, and any other location made available by the City on which athletic events are or can be held.
- B. “Director” means the Director of Parks and Recreation for the City of Rockwall, or his/her designee.
- C. “City Manager” means the City Manager for the City of Rockwall, or his/her designee.

## III.

### FIELD USE

- A. Both the City and LPC acknowledge that the fields are owned by the City and are provided for the benefit of citizens of the City. At any time the fields are not being used by LPC, the City may assign such fields to other associations or parties. The City shall maintain approval over the use of the fields at all times. Under terms of this Agreement, the City permits LPC to use the fields to provide youth baseball activities.
- B. LPC shall not assign this Agreement or rent out any part of the fields or concession facilities without prior written consent of the City. Any request for assignment or rental made by a third party shall be referred to the Director. All parties understand that LPC’s use of the fields is nonexclusive.
- C. No use of the City’s fields is permitted outside the terms of this Agreement, as set forth herein.
- D. The City of Rockwall will coordinate the Rockwall Baseball and Softball League for children 5-14 years old. It is the goal to provide two practice periods per week to each team prior to the season and fields for one practice and two games per week and once the season has commenced. This goal will be the basis for the allocation of all City owned fields. Once this goal is met, additional fields may be available to LPC. It shall be the goal of LPC to provide one practice time and one game time per week during the season. Fields shall be allocated in a manner to meet the goals of each party.
- E. At the beginning of each season, a representative from LPC will meet with the Director to work through game and practice schedules. The Director will have final approval over all game and practice schedules of LPC and any other league or organization.

#### IV.

#### OBLIGATIONS OF THE CITY

**The City shall:**

- A. Maintain all fences and gates in a safe and secure condition;
- B. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying;
- C. Perform all pre-season clay and turf maintenance to include adding clay, clay renovation and cutting infield arcs;
- D. Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary, within normal yearly operating budget constraints;
- E. Drag infields daily, Monday through Friday, weather permitting during regularly scheduled league games, and make-up games. The City will drag fields on Saturdays and Sundays upon request subject to applicable fees (see attached fee schedule). Services do not include preparation for foul weather;
- F. Painting or chalking of outfield boundary lines on the playing surface of the park areas;
- G. Haul off trash **THAT HAS BEEN DEPOSITED** in trash receptacles as warranted. The City shall provide trash receptacles;
- H. Maintain structural integrity of concession stands, restrooms and storage buildings, including repair or replacements of damaged roofs, doors, and windows;
- I. Maintain all area and field lighting systems where applicable;
- J. Repair or replace lights, poles, wiring fuses, transformers and other equipment related to the lighting of each field to be used by LPC where applicable and within normal operating budget constraints;
- K. Pay all electric and water bills in connection with use of the fields;
- L. Maintain any field irrigation system and watering schedules of turf areas;
- M. Maintain any adjacent park irrigation systems and the scheduling of watering turf areas;
- N. Maintain restroom facilities;
- O. Maintain and repair parking areas; and

- P. Provide Hollywood style bases, home plates, and pitching rubbers for use by LPC.
- Q. Determine, in its sole discretion, field closures due to weather. Determinations will be made by 3:30 pm on weekdays. Weather will be monitored beyond the determination times if necessary.
- R. Perform its duties only to the extent that budgeted funds and manpower are available. If the City is unable to fulfill its obligation due to budget restraints, it will not be obligated to LPC for any monetary damages.
- S. Provide pitching mounds and bases according to the rules and regulations of the relevant age group of teams participating in practices and games. The initial field and mound set-up shall be at no charge to LPC. The City shall charge a \$50 fee for each additional mound construction and/or demolition that is required for non-regular season games or additional tournaments (see attached fee schedule).
- T. To be eligible to be on the field or in the dugout during league games, coaches must pass a criminal history check. The eligibility criteria for coach participation shall be determined by the City of Rockwall Parks and Recreation Advisory Board in accordance with the adopted coach's eligibility policy. LPC coach's eligibility procedure will be accepted in lieu of City program.

V.

**OBLIGATIONS OF LPC**

**LPC shall:**

- A. Provide a field manager schedule no later than 7 days prior to the beginning of each season. The field manager shall be responsible for unlocking and locking the gates and shall be on site during every regular season game and tournament game, and is responsible for game day policing of all litter on their field(s), to include playing areas, dugouts, fences, backstops, bleachers, concession stands, and adjacent grounds;
- B. Monitor any restrooms at the fields and keep them stocked and assist with cleaning when needed;
- C. Pay a key deposit prior to commencement of regularly scheduled practices and league games, if applicable;
- D. LPC shall pay the City of Rockwall a fee for field use according to the following schedule. The "field use" fee shall include all "non-resident" player fees as well as fee for the field use and the preparation of the playing areas.



2014: Non-resident fees and field use shall be \$10,000

2015: Non-Resident fees and field use fees shall be \$11,000

2016-2018: Non-Resident Fees and Field use fees shall be \$12,000

If the CITY is unable to meet the field use needs of LPC as defined in Section III, D., LPC will pay the City the pro-rata share of the field usage charges (i.e. if LPC field use requests total 100 practice/game times to meet the goals of LPC as described in Section III, D., and the City is only able to provide 93 game/practice times, LPC will pay the CITY 93% of the difference between the total “non-resident” fees and the maximum amount to be paid by LPC).

- E. Pay all fees associated with additional services provided, such as pitching mound construction and weekend field preparation, according to attached fee schedule;
- F. Obtain advanced written approval from the Director to charge admissions to any field or park for LPC events;
- G. Use the fields within the policies, procedures, and rules established for park usage by the Parks and Recreation Department. Policies, procedures, and rules are as follows:
  - a. No alcoholic beverages allowed in the park. **Ordinance No. 19.3f;**
  - b. No skates, skateboards, or bikes allowed in the park;
  - c. Pets must be on leashes at all times. **Ordinance No. 5.18;**
  - d. No glass containers allowed around the athletic facilities;
  - e. Users will not use the fields when there is inclement weather or when the fields are unplayable;
  - f. Users will park in designated parking areas. **Ordinance No. 19.3d;**
  - g. City field curfew is 11 p.m., **Ordinance No. 19.3e.** This can be waived for tournaments with permission from the Director. (No league games may start after 8:30 p.m.);
  - h. Illegal entry by players or coaches may result in that team’s loss of field use for practice privileges.
- H. Not discriminate against any person or persons because of race, color, religion, sex, disability, or national origin;

- I. Provide sufficient notice of all scheduled make-up game times (preferably a one-week notice). Notice shall be given to the Director;
- J. Not engage in any business on the premises or do anything in connection therewith that shall violate any existing municipal, state, or federal law or ordinance, or use the same in such manner as to constitute a nuisance. The City reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its sole discretion to be objectionable or contrary to City interests. LPC hereby consents to the exercise of such authority by the City over its members, officials, and agents;
- K. Submit all of the following to the Director:
  - a. A list of current participants, including name and address, as well as coaches, leadership staff, and officials, including the name, address, day and night time telephone numbers, and e-mail address of all adults;
  - b. A schedule of games with coaches and rosters to be played at the City's fields;
  - c. A copy of a general liability insurance policy naming the City as additional insured in the amount of at least \$1,000,000.00;
  - d. A schedule with names and contact numbers of on site field representatives during the spring and fall seasons;
  - e. Policies and procedures for dealing with medical emergencies and hazardous weather conditions;
  - f. Any proposal to install, construct, alter, or modify any temporary or permanent structures, signs, equipment, or other related items, before commencing any work. All such proposals must be approved in writing by the Director in advance of construction. All applicable City codes must be followed. Approval of the proposal shall rest solely with the Director. Permanent structures shall become property of the City;
- L. Designate a point of contact that will be responsible for correspondence with the City;
- M. Communicate all necessary repairs and/or service requests to the Director;
- N. Account for non-resident use of City fields by requiring a \$30.00 payment per non-resident participant, and such amounts shall be remitted to the City by LPC which is included in fee contained in Section V. D.

**VI.**

**CESSATION OF PLAY**

- A. LPC agrees and understands that the City, acting through an employee designated by the City Manager, the Director, or any Rockwall Police Officer shall have the authority to order cessation of any ball game, practice, or other activity of LPC on City fields. Such a cessation order by any one of said representatives of the City shall be the result of a determination by said representative that continuation of play would be unsafe or not in the interest of the City or the players. Play or use may resume when approved by the representative of the City who issued the cessation order or the City Manager.

**VII.**

**LIABILITY INSURANCE**

- A. The City, its employees, agents, and landlords shall not be liable to the LPC or to any employee, member, customer, or agent of the LPC for any damage caused by negligence of the LPC, its members, employees, customers, volunteers or agents. The LPC hereby releases, relieves, quit claim and holds harmless, fully indemnifies and agrees to defend the City, its employees, agents, and landlords from any and all claims, damages, injuries, law suits, judgments, or causes of action of any type (including but not limited to any action taken as a result of the sale of food and beverages at the concession facility) arising out of the Agreement or any reasonable action taken pursuant thereto.
- B. LPC agrees to acquire and maintain an insurance policy or policies that will provide liability coverage and medical coverage for medical expenses resulting from injury of players while engaged in the Association's activities. Said coverage shall be with an insurance company and have such limits as shall be acceptable to the City Manager. Evidence of such insurance policies shall be provided to the City prior to use of fields by LPC and the City shall be listed as an additional insured.

**VIII.**

**RULE CHANGES**

- A. LPC shall submit a copy of all rule changes to the Parks and Recreation Director for approval before the beginning of the season in which the rule changes will be effective.

**IX.**

**FINANCIAL RECORDS**

- A. The City shall have the right to examine LPC's annual audit, upon request, by the City Director of Parks and Recreation, Assistant City Manager, or City Manager. LPC shall be given reasonable notice and the City will schedule a time convenient for LPC.

**X.**

**DEFAULT BY LPC**

- A. This Agreement may be canceled in the event of default by LPC. The City may by action of the City Council declare LPC in default of this Agreement and the Agreement canceled if any of the following conditions are present:
  - a. LPC ceases or is unable to provide or perform the functions listed in this Agreement;
  - b. LPC becomes inactive or fails to initiate advance planning for any season during the term of this contract;
  - c. LPC provides a program in any year that is not acceptable to the City.

**XI.**

**TERM OF AGREEMENT**

- A. This Agreement runs from February 15, 2014, to July 1, 2016 and shall be renewable by consent of each party for a one year period a maximum of two times.
- B. Either party may terminate this Agreement by giving thirty days written notice to the other party.

**XII.**

**VENUE**

- A. Venue for any proceedings under this Agreement shall be in Rockwall County, Texas.

**XIII.**

**SEVERABILITY**

- A. If any clause, section, paragraph, or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional, or void for any reason, the balance of the contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph, or portion had not been in the Agreement initially.

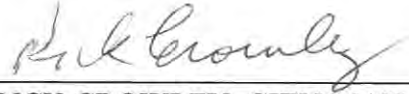
**XIV.**

**SCHEDULE OF FEES**

Key Deposit	\$300
Trash Hourly Rate	\$25/hour per worker
Weekend Field Preparation	\$25/hour
Non-resident Fee	\$30 per individual
Pitching Mound Construction/Demolition	\$50 per mound each time

**LPC'S NON-COMPLIANCE WITH ANY OF THE ABOVE STATED POLICIES, PROCEDURES, OR RULES COULD RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT BY THE CITY.**

**EXECUTED and AGREED this 3rd day of February, 2014.**



\_\_\_\_\_  
RICK CROWLEY, CITY MANAGER  
CITY OF ROCKWALL, TEXAS



\_\_\_\_\_  
CARTER SHOWELL, EXECUTIVE PASTOR  
LAKEPOINTE CHURCH

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

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**TO: Honorable Mayor and City Council**

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

**FROM: Andy Hesser, Director of Parks and Recreation**

**DATE: February 13, 2019**

**SUBJECT: FREE LIVE MUSIC CAPITAL OF NORTH TEXAS**

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In May of 2017, Texas legislature approved a resolution granting Rockwall the designation of the official "Free Live Music Capital of North Texas". This moniker represents Rockwall's commitment to its residents to enhance its quality of life by offering 100 to 120 free live music opportunities annually in our downtown and local parks.

The Park Board voted unanimously at the February meeting to recommend that Council consider formally adopting the attached logo as the City's brand and label for all City live music events. Contingent on Council's approval, staff would then seek to trademark the logo to provide the protections associated with that process.



**FREE LIVE MUSIC CAPITAL OF NORTH TEXAS**



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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO: Rick Crowley, City Manager**

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

**DATE: February 13, 2019**

**SUBJECT: Professional Engineering Services Contract  
W. Boydston Avenue (Forest Trace to S. Goliad Street)  
Forest Trace (S. Lakeshore Drive to W. Boydston Avenue)  
Reconstruction Project**

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The W. Boydston Avenue (Forest Trace to S. Goliad Street) and Forest Trace (S. Lakeshore Drive to W. Boydston Avenue) Reconstruction Project is one of the first roadway projects scheduled for engineering design on the 2018 Street Bond Program. The project, approximately 3,000 feet in length, will consist of roadway, possible sidewalk, water line, sanitary sewer and storm drainage improvements. The project will include a public input process where surveys will be sent out to adjacent property owners. A public meeting will also be held with schematics of the roadway where additional comments from attendees will be received.

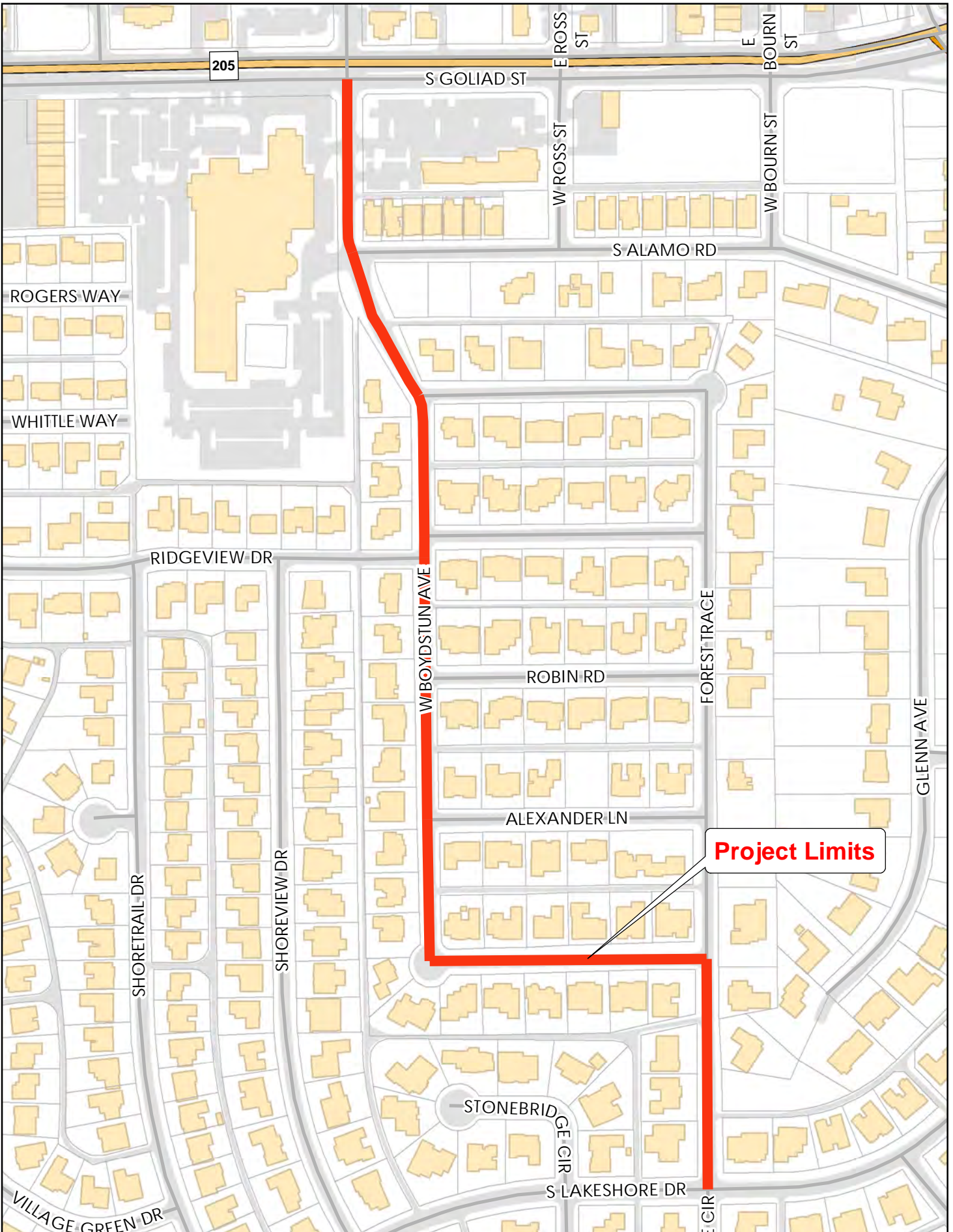
Staff requested a proposal from Kimley-Horn and Associates, Inc. to provide the engineering design and specifications for this project. The engineering fee to reconstruct W. Boydston Avenue (Forest Trace to S. Goliad Street) and Forest Trace (S. Lakeshore Drive to W. Boydston Avenue) is \$532,000.00. The funding of this project will be provided by the 2018 Street Bond and water/wastewater funds. Staff recommends City Council consider approval of the professional engineering services contract for Kimley-Horn and Associates, Inc. to perform the engineering design services and specifications for the W. Boydston Avenue (Forest Trace to S. Goliad Street) and Forest Trace (S. Lakeshore Drive to W. Boydston Avenue) Reconstruction Project in an amount not to exceed \$532,000.00, to be paid for out of the 2018 Street Bond funds and water/wastewater funds, and take any action necessary.

If you have any questions, please advise.

AJW:jmw

Attachments

Cc: Jeremy White, P.E. CFM, Civil Engineer  
File



City of  
Rockwall



0 50 100 Feet  
Date: 2/12/2019

The data represented on this map was obtained with the best methods available. Data is supplied from various sources and accuracy may be out of the City of Rockwall's control. The verification of accuracy and/or content lies entirely with the end user. The City of Rockwall does not guarantee the accuracy of contained information. All information is provided 'As Is' with no warranty being made, either expressed or implied.

**W BOYDSTUN AVE/FOREST TRACE  
RECONSTRUCTION PROJECT**

STATE OF TEXAS



COUNTY OF ROCKWALL

**PROFESSIONAL ENGINEERING SERVICES CONTRACT**

This Agreement is made and entered into in Rockwall County, Texas, between City of Rockwall, Texas (“CITY”), a municipal corporation and political subdivision of the State of Texas, acting by and through its City Manager and Kimley-Horn and Associates, Inc.), ("ENGINEER" or “Kimley-Horn”), located at 2201 West Royal Lane, Ste. 275, Irving, TX 75063, Texas, Engineers duly licensed and practicing under the laws of the State of Texas.

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

PROFESSIONAL ENGINEERING SERVICES for W. Boydston Avenue (Forest Trace to S. Goliad Street) and Forest Trace (S. Lakeshore Drive to W. Boydston Avenue) Reconstruction Project (S. Lakeshore Drive to S. Goliad Street)

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

Cost for such services will be an amount not to exceed five hundred and thirty-two thousand dollars (\$ 532,000.00) and billed as a lump sum and hourly basis per rates provided in Attachment “B”. Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

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

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

3. Method of Payment

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

4. Engineer's Standard of Care

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

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

5. Ownership of Documents

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

the Engineer's consent. The granting of such consent will entitle the Engineer to further compensation at rates to be agreed upon by CITY and the Engineer. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the services.

6. Insurance

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

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

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

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

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

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

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

7. **INDEMNIFICATION**

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

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

8. Addresses for Notices and Communications

**CITY**

**Amy Williams, P.E.**  
**Director of Public Works/City Engineer**  
City of Rockwall  
385 S. Goliad Street  
Rockwall, Texas 75087

**ENGINEER**

Jacob Reinig, P.E.  
Project Manager  
2201 West Royal Lane, Ste. 275  
Irving, TX 75063

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



9. Successors and Assigns

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

10. Termination for Convenience of the Parties

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

11. Changes

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

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

13. Reports and Information

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

14. Entire Agreement

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

15. Waiver

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

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees


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

20. State or Federal Laws

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

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_ 201\_.

Kimley-Horn & Associates, Inc.

By:   
Name: G. BRAD TRIBBLE  
Title: SENIOR VICE PRESIDENT

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_ 201\_.

ATTEST:

City of Rockwall, Texas

\_\_\_\_\_  
Richard Crowley  
City Manager

# ATTACHMENT “A”

## Scope of Services

W. Boydston Avenue (Forest Trace to S. Goliad Street) and  
Forest Trace (S. Lakeshore Drive to W. Boydston Avenue) Reconstruction Project  
For  
City of Rockwall

### Project Understanding

The City of Rockwall (City) wishes to reconstruct W. Boydston Avenue from Forest Trace to S. Goliad Street and Forest Trace from S. Lakeshore Drive to W. Boydston Avenue, existing two lane residential roadway, approximately 3,000 feet in length. The roadway lies within a residential area of the City of Rockwall. Reconstruction will be two lane undivided: two vehicle lanes (28' F-F) with concrete curb and gutter with 5 ft sidewalks on each side. These improvements will be within the existing 50' Right of Way (ROW); however, the contract will include a provision for 10 parcel takes or easements in the event that they are required.

Additional design will include storm sewer, sanitary sewer and water improvements. The existing storm sewer will be analyzed using current City drainage criteria and improvements will be designed where the existing system is inadequate. Sanitary sewer will be evaluated for capacity and for physical condition, and will be replaced or augmented based upon the capacity and condition analysis. Water lines will be evaluated to be placed between the back of curb and the right-of-way line where possible.

Other design components include coordinating with ONCOR for street lighting, utility coordination, TDLR compliance with ADA and traffic control plans.

Kimley-Horn will provide plans, specifications, estimates, and permits for the project and will support the City of Rockwall's advertising/bidding and construction phase services.

### BASIC SERVICES

#### 1. Schematic Conceptual Design (30%)

##### 1.1. Project Management

- 1.1.1. Kimley-Horn will conduct internal project kickoff meeting with entire project team and City Staff.
- 1.1.2. Prepare and send Project Status Update (PSU) to City's Project Manager on monthly basis. PSU will address work completed in previous period, work in progress and/or anticipated to be completed in next period, actions or information needed from City, and a schedule update.
- 1.1.3. Develop design criteria and design decisions tables.
- 1.1.4. Prepare project correspondence and invoicing documents.
- 1.1.5. Prepare and submit project schedule to City staff and provide general project management activities.
- 1.1.6. Project Administration
  - Prepare project correspondence and invoicing documents

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## 1.2. Project stakeholder coordination

- Develop project stakeholder contact list including but not limited to franchise utilities, City's water and sewer department, traffic department, and other governmental entity stakeholders etc.
- Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to two (2) meetings with the City staff regarding project status and coordination issues. The first meeting will be the project kick-off meeting. Additional meetings requested by the City may be provided as an *Additional Services*.
- Project site visits (one (1) trip).
- Prepare for and attend one (1) City council meeting.

## 1.3. Public Meetings and Public Input Surveys

### 1.3.1. Meetings

1.3.1.1. Attend two (2) public involvement meetings as directed by City staff. Provide exhibits suitable for public meeting use depicting street section, alignments etc. Support City staff during meetings by providing technical information, responding to citizen questions, and recording citizen input.

1.3.1.1.1. First Public Meeting will be with adjacent property owners and residents.

- Mail out all first public meeting notifications for the City.
  - Names and addresses will be provided to Kimley-Horn by the City.
- Revise 30% Schematics Roll Plots based on public input from first public meeting and City direction to be used in second public meeting.

1.3.1.1.2. Second Public Meeting will be with adjacent property owners and residents as well as the neighborhood.

- Mail out all second meeting public meeting notification for the City (Neighborhood to be within a typical 500ft buffer of the street)
  - Additional names and addresses will be provided to Kimley-Horn by the City.
- Revise 30% Schematics Roll Plots based on public input from second public meeting and City direction to be used in City Council presentation for schematic and typical section approval.

### 1.3.2. Public Input Surveys

- Work with City to develop Public Input Survey to be sent to adjacent property owners and residents.
- Mail out surveys to adjacent property owner and residents.
  - Names and addresses will be provided to Kimley-Horn by the City.
- Tally survey results and other received public input into presentable format to City Staff and City Council.

## 1.4. Schematic Roll Plot and Graphics (30%)

The following services will be provided as part of the Schematic Conceptual Design Phase (30%):

- Review and research previously prepared construction plans record documents, and other pertinent information related to proposed project.
- Review City master plans, design standards, specifications, construction details, and other pertinent information that may impact the design. Review of documents will include but not limited to:
  - City of Rockwall Master Thoroughfare Plan
  - City of Rockwall Water/Wastewater Master Plan

- City of Rockwall Standards of Design and Construction
- City of Rockwall Trail Master Plan
- Develop complete and accurate base map showing all existing Right-of-Way (ROW), easements, and utilities.
  - Kimley-Horn is entitled to rely upon the information gathered through typical research methodologies (i.e. plats, court house filings, etc.). undocumented easements may not be identified. Title research may be performed as an *Additional Service* only upon written City authorization.
- Develop and evaluate typical sections (up to two (2)) to use for W. Boydston Avenue and other intersecting streets within the project limits.
- Develop drainage area maps and analyze street and inlet capacities.
- Develop horizontal alignment for roadway. Kimley-Horn assumes the horizontal alignment will be centered within the existing right of way.
- Develop and evaluate up to two (2) alignments for proposed water lines and wastewater lines.
- Develop vertical alignment for roadway and evaluate critical vertical tie in points along the project limits.
- Review City Master Trail Plan and incorporate hike and bike trails if necessary.
- Prepare 30% schematic paving plan and profile roll plots, produced at 1" =40' horizontal scale and 1" =5' vertical scale. The horizontal alignment of proposed water lines and sewer lines will be included in the roll plots.
- Prepare cross sections sheets.
- Meet with City staff and present concept paving plan and profile roll plots.
- Incorporate comments and feedback from City staff and other stakeholders prior to public meetings.

1.5. Drainage Analysis (30%)

The following services will be provided as part of the Schematic Conceptual Design Phase (30%):

- Review and research existing construction plans and record documents, historical flooding events and other pertinent information related to the existing drainage infrastructure both upstream and downstream of the proposed project.
- Analyze the existing drainage infrastructure hydrologic and hydraulics and prepare a report in memorandum format signed and sealed. Analysis will include considerations for reuse of existing storm drainage trunk line. Analysis/report shall include the following:
  - Existing drainage infrastructure analysis
    - Drainage Area Map of existing conditions/infrastructure.
    - Analyze the effect on existing system of proposed off-site development or infrastructure improvements currently being planned.
    - Drainage calculations – Drainage Area, Inlet, Storm Sewer, Culvert, etc. (to be in City Standard's tabular format)
    - Synopsis of hydraulic conditions (i.e. deficiencies, oversizing, etc.) in written and plan format, includes downstream off-site drainage infrastructure.
    - Synopsis of structural conditions of drainage system as a result of TV inspection in written and plan format.
  - Recommendation of improvements to existing drainage system to meet the City's current 100-year design storm criteria.
    - Drainage Area Map of proposed improvements

- Proposed drainage calculations – Drainage Area, Inlet, Storm Sewer, Culvert, etc. (to be in City Standard tabular format)
- Summary of proposed drainage improvements in written and plan format to address hydraulic and structural deficiencies in order to meet current City drainage criteria standards.

1.6. Existing Traffic Analysis and Recommendation (30%)

The following services will be provided as part of the Schematic Conceptual Design Phase (30%):

- City will collect Traffic Counts, Speed Studies, and Accident Reports from Police Department along Boydston Avenue.
- Consultant shall take the data provided by the City and analyze in order to provide a recommendation in memo format signed and sealed of proposed improvements along the corridor.

**2. Construction Documents**

2.1. Project Management

- Conduct up to three (3) progress meetings including one (1) meeting at each stage of the construction documents phase to monitor the development of the project regarding project status, coordination issues and go over City review comments of the plans.
- Coordinate with other utilities, (electric power, cable TV, phone, gas, optic fiber, etc.)
- Prepare and send Project Status Update (PSU) to City’s Project Manager on monthly basis. PSU will address work completed in previous period, work in progress and/or anticipated to be completed in next period, actions or information needed from City, and a schedule update.
- Update project schedule and interim milestones (coordinate with City staff as necessary)
- Project site visits (up to two (2) trips)

2.2. Construction Plans, Specifications and Estimates (60%, 90%, 100%)

2.2.1. Submittals

Kimley-Horn will submit 60%, 90% and 100% submittals for the City for review and comment. The following will be required for each submittal:

- Construction Plans
  - Two (2) Full Size copies – 22”x34”
  - Two (2) Half Size copies – 11”x17”
  - One (1) PDF copy
  - One (1) PDF copy– Scanned City comments previous submittal
- Engineers Opinion of Construction Cost
- Construction Contract Template/Specification Book

2.2.2. Construction Plans

Each plan sheet in the construction plans set will conform to the Engineering Drawing Requirements set forth in the City of Rockwall’s Standards of Design and Construction. Plan sheets will also include any other additional documentation, notation, and clarification required by the City’s Project Manager to prove design and constructability of the project. Each stage of the construction plan review process will incorporate any changes associated with City comments on previous submittals.

Below is a table of the required construction plan sheets and which submittals they are required.

<b>Plan Sheets</b>	<b>60%</b>	<b>90%</b>	<b>100%</b>
Cover Sheet	X	X	X
Legend Sheet	X	X	X
General Notes Sheet	X	X	X
Existing Condition Plan (1"=20' scale)	X	X	X
Horizontal/Vertical Control Sheet (1"=40' scale)	X	X	X
Typical Sections (Existing and Proposed)	X	X	X
Erosion Control Plan (1"=40' scale)		X	X
Demolition/Removals Plan (1"=20' scale)	X	X	X
Roadway Plan/Profiles (1"=20'H, 1'=5'V scale)	X	X	X
Alley and Driveway Plan/Profile (1"=20'H, 1'=5'V scale)		X	X
Intersection Grading Plan (major and critical intersections)		X	X
Pavement Signage and Striping Plan (1"=20' scale)		X	X
Drainage Area Map (Existing and Proposed)	X	X	X
Drainage Calculations (Area, Inlet, Storm, Culvert)		X	X
Drainage Plan/Profile (Trunks and Laterals) (1"=20'H, 1'=5'V scale)	X	X	X
Water Plan/Profile (1"=20'H, 1'=5'V scale)	X	X	X
Sanitary Sewer Plan/Profile (1"=20'H, 1'=5'V scale)	X	X	X
Retaining Wall Plan/Profile (1"=20'H, 1'=5'V scale)	X	X	X
Lighting/Illumination Plan		X	X
Traffic Signal Plans (Existing and Proposed) (N/A This Project)		X	X
Construction Sequencing Phasing Narrative	X	X	X
Detour Plan (for each Phase)		X	X
Traffic Control Plan (for each phase & typ. sections) (1"=40' scale)		X	X
Roadway Cross-Sections (25' int. & crit. pts.) (1"=20'H, 1'=5'V scale)	X	X	X
Structural Layout Sheets		X	X
Details (for each section of plans)		X	X

Each subsection below details out the services to be performed for each section of the construction plan set.

#### 2.2.2.1. Roadway Design

- Incorporate the Schematic Conceptual Design submittal review comments
- Prepare plan / profile sheets (22"x34" plan sheets at a scale of 1"=20' horizontal, and 1"=5' vertical).
- Analyze all driveways within the project and develop driveway adjustment and crosswalk profiles as needed. Typically driveways will be defined vertically by profiles.
- Develop design cross-sections
  - Develop on 25' station intervals and other critical points.
  - Show pavement and subgrade, right-of-way limits, sides slopes, pavement cross slopes, curbs, and retaining walls (if applicable)
  - Cross-sections will be provided in the plan set.
- Prepare roadway details to clarify intent of design
- Modify standard details as needed and include



#### 2.2.2.2. Drainage

- Refine Drainage Area Maps (existing and proposed)
- Refine Drainage Calculation Sheets (Tables to be formatted to match City Standard's tabular format)
- Identify the need for additional drainage easements to accommodate the proposed offsite drainage improvements (if required). Offsite drainage improvements, if required, can be provided as *Additional Services*.
- Perform final storm sewer sizing and alignment design. Prepare final inlet design sheets and hydraulic design sheets for inclusion in the plans.
- Prepare storm sewer plan/profile sheets depicting storm sewer lines, inlets, junction boxes, connections, manholes, utility crossings and the hydraulic grade lines.
- Prepare profiles for all trunks and laterals (to be profiled along centerline of pipe)
- If drainage flow patterns/areas are changing due to proposed improvements, then existing downstream and upstream systems will be analyzed and included in plan set to prove that there are no adverse impacts as a result. Full Hydrologic and Hydraulic Calcs Sheets and storm sewer plan and profile sheets for these existing upstream and downstream systems are to be included in the plan set.
- Prepare drainage details to clarify intent of design.
- Compile applicable City standard details. Modify standard details as needed.
- Prepare erosion control plan.

#### 2.2.2.3. Utilities

##### 2.2.2.3.1. Public (Water, Wastewater, Storm Drainage, etc.)

- Establish the location of existing public utilities based upon information provided by the City, SUE and field survey information

##### 2.2.2.3.2. Franchise Utility Coordination

- Identify franchise utility contacts
- Send one set of plans to each franchise utility for their review at each phase. Request each franchise utility to mark up the plans to show the size, type and location of their utilities.
- Notify the City if any relocations are required
- Kimley-Horn shall perform the coordination with the franchise utilities if any relocations are required.
- Attend City facilitated Franchise Utility Coordination Meetings (typically 2-4 meetings per year). Kimley-Horn will provide background on particular project and coordinate with franchise utility companies on foreseen conflicts and distribute current plan set.

##### 2.2.2.3.3. Water

- Prepare all water plan layouts, profiles will be prepared for water lines 12-inches in diameter or greater.
- Check coverage of Fire Hydrants to meet City Standard.
- Prepare water details to clarify intent of design. Compile applicable City Standard details, modify standard details as needed.

##### 2.2.2.3.4. Wastewater

- Prepare all wastewater plans and profiles.
- Prepare wastewater details to clarify intent of design. Compile applicable City Standard details, modify standard details as needed.

#### 2.2.2.4. Lighting/Illumination

- Plans will include location of light foundations, conduit locations, and potential location of electrical service.
- Street lighting locations will be per standard ONCOR foundation and lighting standards.
- Layout will be provided for ONCOR review and approval.
- ONCOR will be responsible for installation of standards and conductors.

#### 2.2.2.5. Structural

- Kimley-Horn does not anticipate structural design as part of this scope of services. Structural design can be provided upon City written authorization as *Additional Services*.

#### 2.2.2.6. Traffic

##### 2.2.2.6.1. Traffic Signals

- Kimley-Horn does not anticipate traffic signal design as part of this scope of services. Traffic signal design can be provided upon City written authorization as *Additional Services*.

##### 2.2.2.6.2. Pavement Marking and Signing Plans

- Determine potential conflicts with existing signs and propose sign relocations
- Prepare crosswalk pavement marking and signing layouts in accordance with City design standards and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Prepare details to clarify intent design
- Compile applicable City standard details. Modify standard details as needed.

#### 2.2.2.7. Traffic Control Plans, Detour Plans, Construction Sequencing/Phasing

- Develop construction sequence plan showing:
  - Construction area for each phase of construction and closure of existing travel lanes (if needed).
  - Temporary signing and striping, barricades, and other channelization device
  - Narrative of the sequence of work.
  - Detour Plan for each construction phase
  - Storm sewer construction phasing.
  - Public utilities relocation phasing.
  - Pedestrian routing during construction.
- Develop typical cross section showing lane widths, edge conditions, channelization and proposed construction area.
- Develop typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.
- Prepare traffic control details to clarify intent of design.

#### 2.2.3. Specifications/Construction Contracts

Prepare general notes, specification data, and final Bid Book in accordance with City of Rockwall requirements. Identify and prepare special specifications and/or special provisions applicable to the project. Prepare Bid-Tab sheets of applicable items for Contractor to fill/present bid prices.

- Contact documents, including the following:
  - City of Rockwall standard construction contract forms

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- Notice to bidders
- Special instructions to bidders
- Bid form (Bid-Tab) – Electronic for Bidding
- Standard construction contract
- Performance bond
- Payment bond
- Maintenance bond
- Certificate of insurance
- General conditions
- Special conditions
- Technical specifications
- Permits (TDLR, etc.)
- Geotechnical Report

2.2.4. Estimates

Compile an overall opinion of probable construction cost based on current market values. Cost shall be broken out into separate schedules for each section of the job.

2.3. Agency Permitting/Coordination (TDLR, etc.)

2.3.1. Accessibility Review (TDLR)

- Prepare a completed application for submittal to the Texas Department of Licensing and Regulation (TDLR) for review in accordance with the Elimination of Architectural Barriers Act.
- Kimley-Horn to complete application and submit with set of plans to a Registered Accessibility Specialist (RAS) from review and TDLR project registration. All coordination and fees with TDLR application will be performed by Kimley-Horn.
- While we do not anticipate accessibility revisions to be required, we will address minor revisions to the plans based on review comments from the RAS.

**3. Bidding Phase Services**

3.1. Furnishing the City a construction bid set one (1) 11”x17” hard copy and Bid Spec Book.

3.2. City will be responsible for advertisement of the project in the Local Paper

3.3. Kimley-Horn will make the plans and specifications available from the Bid document distribution site CivCast.

3.4. During this phase, services to be provided are:

3.4.1. Respond to contractor questions and provide design clarifications.

3.4.2. Attendance at the pre-bid meeting.

3.4.3. Production of all Addenda items and designs changes, submittal to City for review and correction before issuance.

3.4.4. Attendance of Bid Opening

3.4.5. Tabulating Bids and checking for errors.

3.4.6. Checking references and other qualification information for the low bidder and writing a letter of recommendation concerning award of the contract.

3.4.7. Returning Bid Bonds to all non-low bidders.

## **SPECIAL SERVICES**

### **4. Data Collection & Property Research / Topographic and Design Survey**

#### 4.1. Data Collection and Property Research

- 4.1.1. Gather existing plat information
- 4.1.2. Collect property owner and record information
- 4.1.3. Gather existing ROW and easement information, identify all easements through typical research methodologies (i.e. plats, court house filings, etc.).

#### 4.2. Topographic and Design Survey

- 4.2.1. The limits of the survey shall be from the intersection of S. Lakeshore Drive and Forest Trace to the intersection of Boydston Avenue and S. Goliad Street (approximately 3,000 linear feet). The survey shall be from ROW line to ROW line (50 foot ROW) and extend 10 feet beyond ROW limits (70 feet total width). Survey will include intersecting roadways extending 400 feet along each leg of the major intersections and 200 feet along each leg of the minor intersections. Driveways information will extend up to 30 feet beyond ROW limits.
- 4.2.2. Establish horizontal control points at 500' maximum spacing.
- 4.2.3. Establish a vertical control benchmark circuit as needed throughout the project. Use existing City established monument information for the City and tie survey into.
- 4.2.4. Set control points, which shall be based on NAD-83, on both sides of the roadway, as required to maintain horizontal control throughout the project limits.
- 4.2.5. Perform a field survey to identify and locate existing topographic elements within the roadway corridor. All identified topographic elements shall be tied down horizontally and vertically. The field survey shall not limited to the following:
  - Property corner monumentation
  - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
  - Roadway and lane striping
  - Driveways
  - Existing storm sewer inlets, manholes, junction boxes Headwalls (including culvert sizes and invert elevations)
  - Outfalls, bridges and erosion control
  - Existing driveway culverts and swales (flowlines, sizes, types, etc.)
  - Guardrail
  - Utility manholes, vaults, water valves, water meters, wastewater cleanouts, sprinkler heads, telephone poles, power poles, utility markers, other public utilities and franchise utilities
  - Traffic Signal poles, cabinets, pull boxes and other signal equipment
  - Signs (excluding temporary signs)
  - Trees, including species and caliper (all sizes)
  - Landscape planters, Shrubs, rocks and other features.
  - Buildings and permanent structures
  - Retaining walls
  - Fencing walls
  - Fence limits and material types (excluding temporary fences)
  - Mailboxes (types – wood, brick, stone)
  - Other applicable physical features that could impact design

- 4.2.6. Perform cross-sections throughout project limits at 25-foot intervals and at grade breaks and prepare cross-section field notes.
- 4.2.7. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.
- 4.2.8. Kimley-Horn will perform site visits for the purposes of reviewing the provided survey in the field and making notes for additional survey needs and design considerations.

**5. Subsurface Utility Engineering (S.U.E.) Services**

- 5.1. Provide S.U.E. Services for the purpose of locating horizontal and vertical locations of underground city and franchise utilities, in conjunction with and /or prior to the field survey.
  - S.U.E. Level ‘B’ Services will be provided to determine horizontal location of utilities up to 13,000 linear feet.
  - S.U.E. Level ‘A’ Services will be provided as follows:
    - Up to six (6) test holes of 0-5 ft depth will be provided
    - Up to four (4) test holes of 5-10 ft depth will be provided
    - Up to two (2) test holes of 10-15 ft depth will be provided
    - Test holes in addition to those listed above will be provided at the rate per test hole agreed to by the City of Rockwall.
- 5.2. Kimley-Horn shall arrange and make provisions for access to perform the services specified within this scope.
- 5.3. The City shall be responsible for the coordination of all ROW and easement acquisitions. Kimley-Horn will provide survey information and easement/ROW documents (sketch and legal description) to the City. Additional ROW and easement documentation services are detailed below in Section 6.

**6. Right-of-Way / Easement Instruments of Conveyance**

- 6.1. Prepare ROW instruments (narrative and graphic exhibits of ROW takes) and setting new property corners (for new ROW only) in the field
  - 6.1.1. ROW instruments may be provided as *Additional Services* upon written authorization by City.
- 6.2. Prepare easement instruments (narrative and graphic exhibits of easements required for drainage, City utilities, temporary construction, etc.)
  - 6.2.1. Up to ten (10) parcels.
- 6.3. Individual parcel exhibits shall be on 8”x11” paper and pdf copy shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
  - 6.3.1. Parcel number
  - 6.3.2. Area required
  - 6.3.3. Area remaining
  - 6.3.4. Legal description
  - 6.3.5. Current owner
  - 6.3.6. Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
  - 6.3.7. All physical features
  - 6.3.8. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
- 6.4. Upon written notification by the City of acceptance of the ROW exhibits and instruments, and as directed by the City, the surveyor shall set all corners and points of curvature for the

- proposed ROW and submit final sealed plans and exhibits, including location of the control points and their NAD-83 reference
- 6.5. Kimley-Horn will provide the information listed in Section 6.3 to the City and/or their selected ROW and easement acquisition agent. This task will include the following:
- 6.5.1. Transmittal of survey and existing property information.

## 7. Geotechnical

### 7.1. Subsurface Exploration

- 7.1.1. Six (6) borings are planned for this project. The borings and report will be thru a subconsultant.  
Boring locations will be spaced at a distance no greater than 500 feet along the project proposed project alignment.
- 7.1.2. Boring Services —Pavement borings will be sampled to 15 feet. A total of 90 feet for drilling is planned.
- Check samples for consistency with a hand penetrometer
  - Stake the boring locations using normal taping procedures
  - Backfill bore holes and plug at the surface

### 7.2. Laboratory Services

- 7.2.1. Considering the planned facilities, anticipated soil conditions, and geology, the following laboratory test will be required for classification purpose and to determine strength characteristics:
- Visual Classification
  - Moisture content and soil identification
  - Liquid and plastic limit determinations
  - Unconfined compression
  - Calibrated hand penetrometer tests
  - Lime/ph series tests
  - Soluble sulfate tests (to determine lime-induced heaving potential)

### 7.3. Engineering Services

- 7.3.1. Prepare an engineering report presenting the following:
- Sample boring location map
  - Boring logs and laboratory results
  - General soil and ground-water conditions
  - Recommendations will be based on a 30 year design life.
  - Subgrade design recommendations for lime treated and cement treated
  - Pavement design recommendation for reinforced concrete, asphalt or combination of concrete and asphalt system (including pavement thickness, strength, reinforcement size and spacing, and joint spacing)
  - Recommendations for retaining walls
  - Earthwork recommendations
- 7.3.2. The geotechnical engineer's design recommendations shall be relied upon by the civil and structural engineers for their design.
- 7.3.3. Submit one (1) paper copy and one pdf file copy of the report to the City

**Additional Services**

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City of Rockwall. Such services shall include, but are not limited to the following:

- Construction staking.
- Title Research.
- Design of offsite drainage improvements beyond the improvements identified in the scope.
- Design of specialized inlets or gabion mattress erosion control systems.
- Photometric analysis of existing or proposed illumination improvements.
- Structural design
- Traffic signal design
- Preparation of right of way instruments of conveyance
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Meetings beyond those identified in this scope of services.
- Assisting the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies.
- Redesign to reflect project scope changes requested by the City, required to address changes in conditions or changes in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the Contractor.

-End of Scope of Services-

# ATTACHMENT “B”

## Payment Schedule

Compensation for Basic Services in Tasks 1-3 shall be on a lump sum basis. The tabulation below establishes the not to exceed amount for each category of contract service:

	<u>Task</u>	<u>Fee</u>
	<b><u>BASIC SERVICES</u></b>	
1.	Schematic Conceptual Design (30%)	\$ 48,300
2.	Construction Documents	
2.1	60% Design	\$ 83,600
2.2	90% Design	\$ 104,100
2.3	100% Design	\$ 100,000
3.	Bidding Phase Services	\$ 12,800
	<b>Basic Services Subtotal:</b>	<b>\$ 348,800</b>
Compensation for special services under Tasks 4-7 shall be a labor fee plus expense (reimbursable) basis with the max fee shown below.		
	<b><u>SPECIAL SERVICES</u></b>	
4.	Data Collection & Property Research / Topographic and Design Survey	\$ 38,700
5.	Subsurface Utility Engineering (S.U.E.) Services	
5.1	Quality Level ‘B’ S.U.E. Services (assumes 13,000 LF)	\$ 31,000
5.2	Quality Level ‘A’ S.U.E. Services (assumes 12 test holes)	\$ 37,200
6.	Right-of-Way/Easement Instruments of Conveyance	\$ 15,000
	(10 Easement documents are assumed at \$ 1,500/document)	
7.	Geotechnical	\$ 12,900
	<b>Special Services Subtotal*</b>	<b>\$134,800</b>
	<b>ENGINEERING SERVICES CONTINGENCY** (To be 10% of Services)</b>	<b>\$ 48,400</b>
	<i>** (This service is a miscellaneous amount to be used at the discretion of the City for additional Services outside of the scope of the contract. This item will be controlled by the City and will only be used if the City chooses. The Engineer has no right or guarantee to the use of this Contingency)</i>	
	<b>Project Total*</b>	<b>\$ 532,000</b>

Labor fees for tasks 1 - 3 will be invoiced monthly based upon the overall percentage of services performed.

As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the City unless noted otherwise in Attachment “A”.



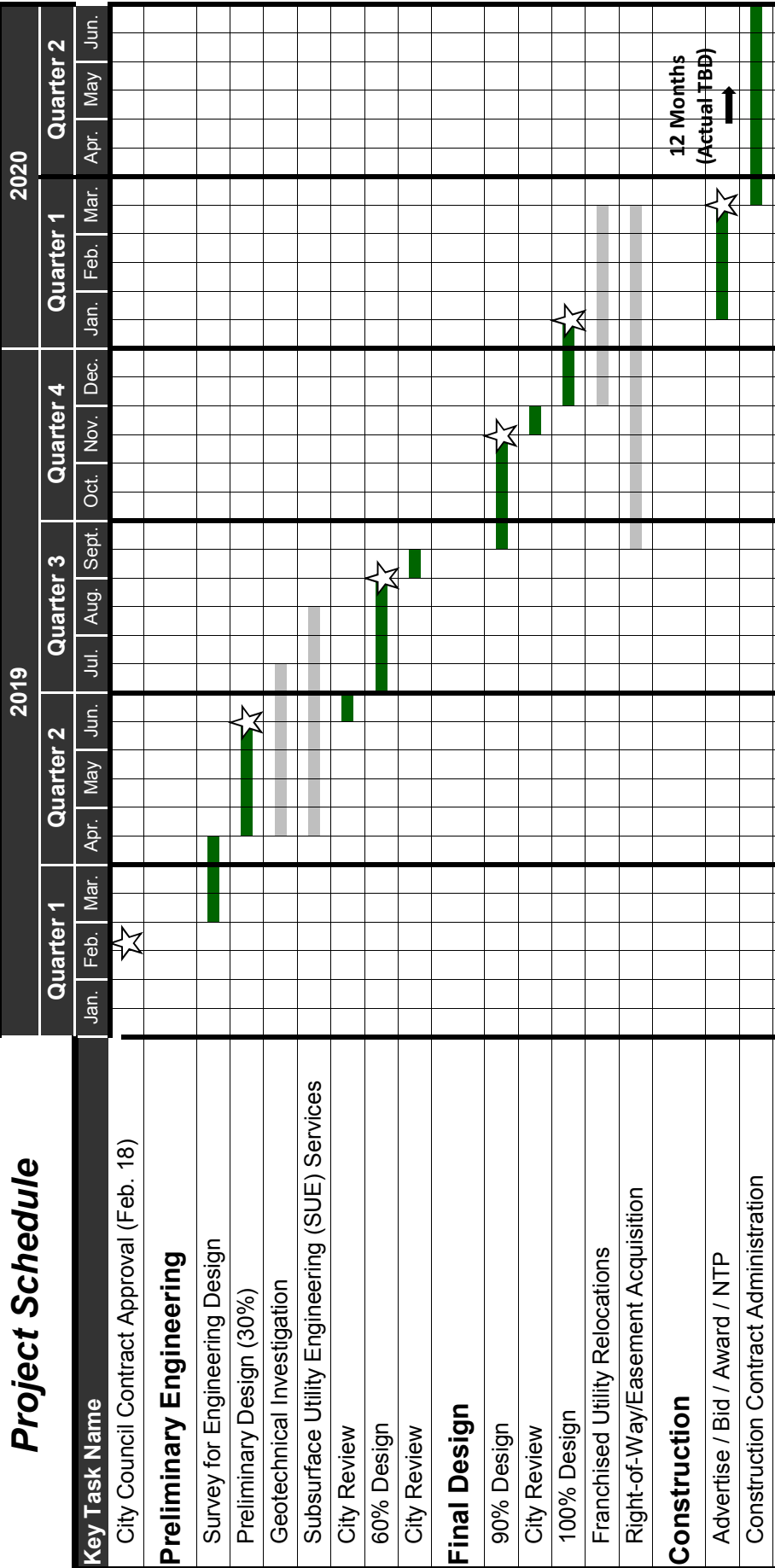


# Boydston Avenue: Project Schedule

Project No. XXXXXX

Updated: 2/8/2019

## ATTACHMENT "C"



	Critical Path Item
	Non-critical Path Item
	Milestone/Deliverable



# ATTACHMENT “D”

## Sub-Consultants

### 1. Sub-Consultant:

Company Name: CMJ Engineering, Inc.  
Services of the Scope Being Provided: Geotechnical Engineering  
Contact Person: Matt Kammerdiener, P.E. Title: Project Engineer  
Email: mkammerdiener@cmjeng.com Phone: 817-284-9400

### 2. Sub-Consultant:

Company Name: CP&Y, Inc.  
Services of the Scope Being Provided: Topographic and Boundary Survey  
Contact Person: Sean Flaherty, R.P.L.S. Title: Director of Surveying  
Email: sflaherty@cpyi.com Phone: 214-276-5405

### 3. Sub-Consultant:

Company Name: CP&Y, Inc.  
Services of the Scope Being Provided: Subsurface Utility Engineering (SUE)  
Contact Person: Glenn Fox Title: Director of SUE  
Email: gfox@cpyi.com Phone: 214-640-1779

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO: Rick Crowley, City Manager**

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

**DATE: February 13, 2019**

**SUBJECT: Professional Engineering Services Contract  
Squabble Creek Sanitary Sewer Interceptor Rehabilitation Phase 3 Project**

---

The Squabble Creek Sanitary Sewer Interceptor is one of the main back bones of the City's wastewater collection system. Over the years, replacement and maintenance of this trunk line has been required to keep it operational and up to Texas Commission on Environmental Quality (TCEQ) standards. The proposed Phase 3 rehabilitation project for this interceptor (shown on the attached map in red) is intended to replace pipe that has collapsed, and pipe that does not meet the required slope per TCEQ requirements. Portions of the interceptor pipe are Vitrified Clay Pipe (VCP), which is currently in disrepair. The City has experienced large amounts of inflow and infiltration into the wastewater system due to the condition of the VCP. This additional flow can increase the treatment costs incurred by the City from North Texas Municipal Water District.

Currently, the City is reviewing development plans for the Alders at Rockwall (shown on the attached map). When this development is constructed, it will make it difficult and more expensive for the City to access a portion of the interceptor line to construct in the future. Based on this, staff has requested Burgess & Niple, Inc. -- *the Alders at Rockwall design engineer* -- to provide engineering design and construction plans for the improvements required to the line. Once the plans are complete, staff will bring a Facilities Agreement to the City Council for the consideration of constructing the line simultaneously with the Alders at Rockwall project.

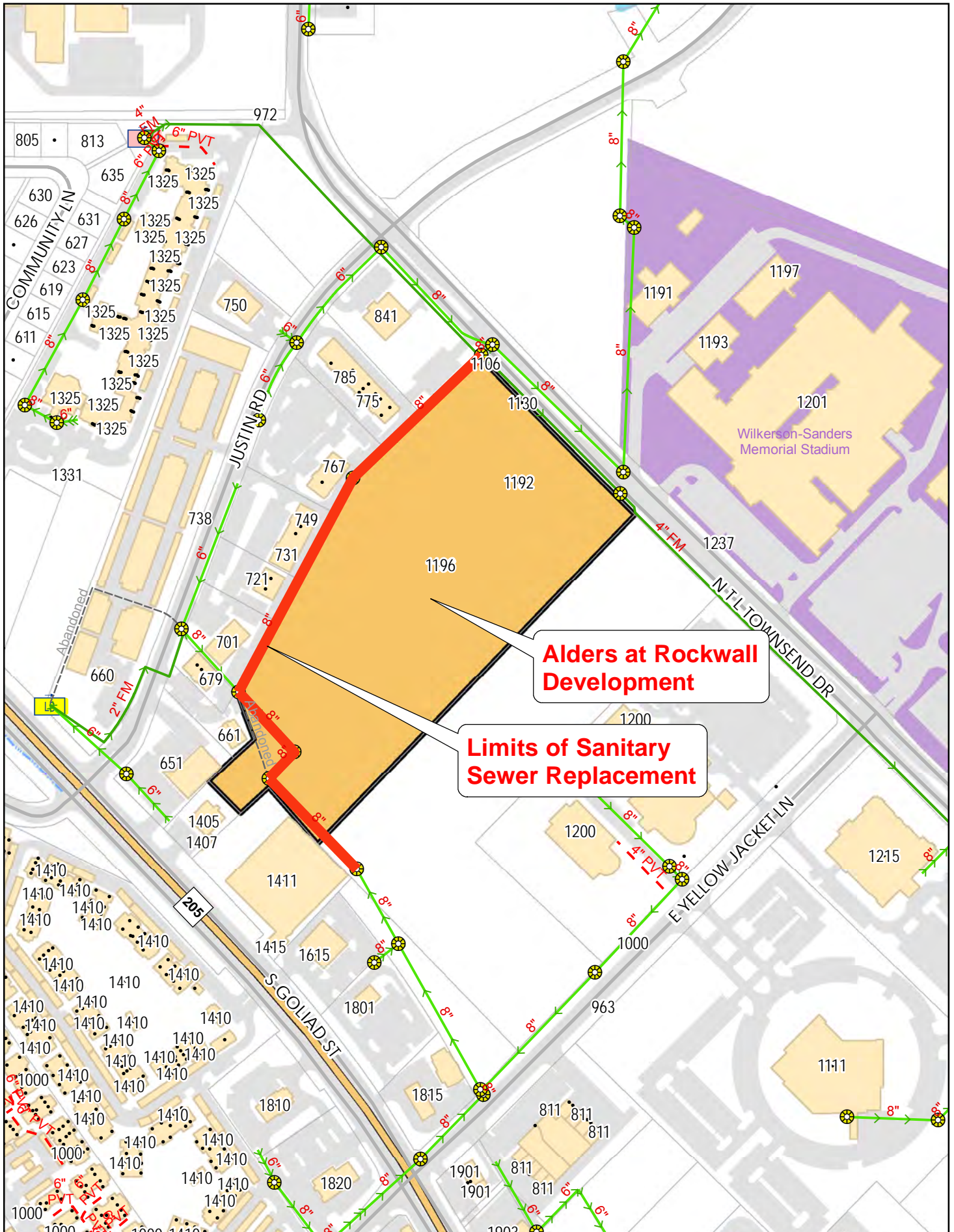
The engineering fee for this project is estimated to be \$30,000.00, which can be paid for out of the Water/Wastewater Fund. Staff recommends City Council consider approving the professional engineering services contract for Burgess & Niple, Inc. to perform the engineering design and construction plans for the Squabble Creek Sanitary Sewer Interceptor Rehabilitation Phase 3 Project in an amount not to exceed \$30,000.00, and take any action necessary.

If you have any questions staff will be available at the meeting on February 12, 2019.

AJW:jmw

Attachments

Cc: Jeremy White, P.E. CFM, Civil Engineer  
File



**Alders at Rockwall Development**

**Limits of Sanitary Sewer Replacement**



**City of  
Rockwall**



0 50 100 Feet  
Date: 2/12/2019

The data represented on this map was obtained with the best methods available. Data is supplied from various sources and accuracy may be out of the City of Rockwall's control. The verification of accuracy and / or content lies entirely with the end user. The City of Rockwall does not guarantee the accuracy of contained information. All information is provided 'As Is' with no warranty being made, either expressed or implied.

**SQUABBLE CREEK INTERCEPTOR  
SEWER PH 3 PROJECT 117**

STATE OF TEXAS



COUNTY OF ROCKWALL

## PROFESSIONAL ENGINEERING SERVICES CONTRACT

This Agreement is made and entered into in Rockwall County, Texas, between City of Rockwall, Texas ("CITY"), a municipal corporation and political subdivision of the State of Texas, acting by and through its City Manager and **Burgess & Niple, Inc.**, ("ENGINEER"), located at 10701 Corporate Drive, Suite 118, Stafford, Fort Bend County, Texas 77477, Engineers duly licensed and practicing under the laws of the State of Texas.

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

**PROFESSIONAL ENGINEERING SERVICES for Design/Replacement of approximately 1,660 linear feet of existing 8-inch sanitary sewer line with a 10-inch sanitary sewer line from the existing sanitary sewer manhole in the center of North Townsend Boulevard to the upstream existing sanitary sewer manhole just south of the Alders at Rockwall Senior Independent Living Community.**

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

Cost for such services will be an annual amount not to exceed **thirty thousand dollars (\$30,000.00)** and billed as a **lump sum** basis per rates provided in Attachment "B". Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

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

3. Method of Payment

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

4. Engineer's Standard of Care

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

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

5. Ownership of Documents

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

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

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

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

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

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



7. INDEMNIFICATION

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

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

8. Addresses for Notices and Communications

**CITY**

**Amy Williams, P.E.**  
**Director of Public Works/City Engineer**  
City of Rockwall  
385 S. Goliad Street  
Rockwall, Texas 75087

**ENGINEER**

**Burgess & Niple, Inc.**  
**TBPE Firm Registration No. F-10834**  
**Attention: Joseph T. Reue, P.E.**  
**Vice President**  
**10701 Corporate Drive, Suite 118**  
**Stafford, Texas 77477**

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

9. Successors and Assigns

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

10. Termination for Convenience of the Parties

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

11. Changes

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

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

13. Reports and Information

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

14. Entire Agreement

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

15. Waiver

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

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees

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

20. State or Federal Laws

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

EXECUTED in triplicate originals on this 15<sup>TH</sup> day of FEBRUARY 2019.

**Burgess & Niple, Inc.**  
**TBPE Firm Registration No. F-10834**

By: Joseph T. Reue  
Name: Joseph T. Reue  
Title: Vice President

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTEST:

City of Rockwall, Texas

\_\_\_\_\_  
Richard Crowley  
City Manager

7.

# ATTACHMENT “A”

## Scope of Service

### Civil Engineering Services

#### Task 1: Final Construction Plans

Design/Replacement of approximately 1,660 linear feet of existing 8-inch sanitary sewer line with a 10-inch sanitary sewer line from the existing sanitary sewer manhole in the center of North Townsend Boulevard to the upstream existing sanitary sewer manhole just south of the Alders at Rockwall Senior Independent Living Community.

- a. Cover Sheet;
- b. Design survey necessary for sanitary sewer improvements (for reference only – covered under Surveying Services Item 2 below);
- c. Sanitary sewer plan (proposed improvements layout);
- d. Sanitary sewer profiles;
- e. Traffic control plan (if needed for work within right-of-way of North Townsend Boulevard);
- f. Erosion control plan and erosion control details;
- g. Tree preservation plan and details;
- h. Standard construction details for sanitary sewer improvements; and
- i. Final construction plan submittal, revisions per City comments and resubmittal(s) necessary to obtain City approval.

### Surveying Services

#### Task 2: Data Collection & Property Research / Topographic, Tree & Design Survey

Design survey necessary for replacement of approximately 1,660 linear feet of existing 8-inch sanitary sewer line with a new 10-inch sanitary sewer line from the existing sanitary sewer manhole in the center of North Townsend Boulevard to the upstream existing sanitary sewer manhole just south of the Alders at Rockwall Senior Independent Living Community. Note: This item includes data collection; property/easement research; ties to existing sanitary sewer line (horizontal/vertical data), ties to franchise utilities and/or visible markers, and ties to existing trees within limits of proposed work area.

# ATTACHMENT “B”

## Payment Schedule

Compensation for Basic Services in Task 1 shall be on a lump sum basis. The tabulation below establishes the not to exceed amount for each category of contract service:

	<b>Task</b>	<b>Fee</b>
	<b><u>BASIC SERVICES – Civil Engineering Services</u></b>	
1.	Final Construction Plans	\$ 26,000.00
	<b>Basic Services Subtotal:</b>	<b>\$ 26,000.00</b>
Compensation for special services under Task 2 shall be on a lump sum basis with the max fee shown below.		
	<b><u>SPECIAL SERVICES – Surveying Services</u></b>	
2.	Data Collection & Property Research / Topographic, Tree and Design Survey	\$ 4,000.00
	<b>Special Services Subtotal</b>	<b>\$ 4,000.00</b>
	<b>Project Total</b>	<b>\$ 30,000.00</b>

Fees that are Lump Sum for each task and will be invoiced monthly based upon the overall percentage of services performed.

# ATTACHMENT “C”

## Project Schedule

### Notice to Proceed from City of Rockwall:

Anticipated by February 22<sup>nd</sup>, 2019

### Design Survey and Civil Construction Plans:

Budget 4 weeks (weather permitting): February 25<sup>th</sup> through March 22<sup>nd</sup>, 2019

### 1<sup>st</sup> Submittal of Civil Construction Plan to City Engineering Dept. for Review:

Week of March 25<sup>th</sup>, 2019

### City Engineering Dept. Review:

Budget 1 week: March 25<sup>th</sup> through March 29<sup>th</sup>, 2019

### Revisions to Civil Construction Plans Per City Engineering Dept. Comments:

Budget 1 week: April 1<sup>st</sup> through April 5<sup>th</sup>, 2019

### Resubmittal of Civil Construction Plans to City Engineering Dept. for Final Review/Approval:

Budget 1 week: April 8<sup>th</sup> through April 12<sup>th</sup>, 2019

### Civil Construction Plans Approval from City Engineering Dept.:

Week of April 15<sup>th</sup>, 2019

# ATTACHMENT “D”

## Sub-Consultants

**1. Sub-Consultant:**

Company Name: Miller Surveying, Inc. (T.P.L.S. Firm No. 10100400)

Services of the Scope Being Provided: Surveying Services

Contact Person: Jason Rawlings, R.P.L.S. Title: Chief Operating Officer

Email: jason@millersurvey.net Phone: Direct (817) 796-9714



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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO: Rick Crowley, City Manager**

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

**DATE: February 13, 2019**

**SUBJECT: Professional Engineering Services Contract  
N. Alamo Road (Live Oak Street to Downtown Couplet)  
Reconstruction Project**

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The N. Alamo Road (Live Oak Street to Downtown Couplet) Reconstruction Project is one of the roadway projects scheduled for engineering design on the 2018 Street Bond Program. The project, approximately 2,500 feet in length, will consist of roadway, possible sidewalk, water line, sanitary sewer and storm drainage improvements. The project will include a public input process where surveys will be sent out to adjacent property owners. A public meeting will also be held with schematics of the roadway where additional comments from attendees will be received.

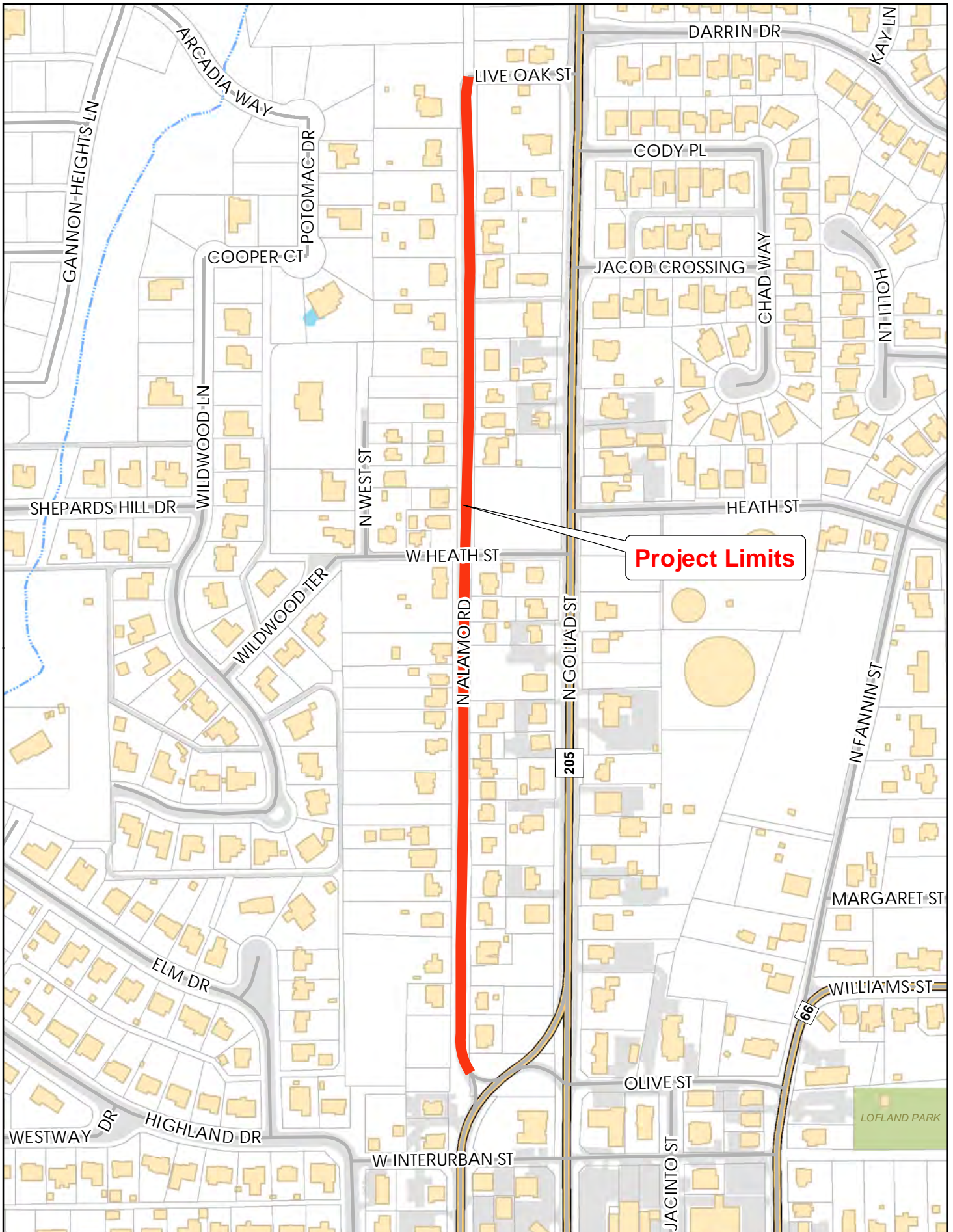
Staff requested a proposal from Freese & Nichols, Inc. to provide the engineering design and specifications for this project. The engineering fee to reconstruct N. Alamo Road (Live Oak Street to Downtown Couplet) is \$360,580.00. The funding of this project will be provided by the 2018 Street Bond and water/wastewater funds. Staff recommends City Council consider approval of the professional engineering services contract for Freese & Nichols, Inc. to perform the engineering design services and specifications for the N. Alamo Road (Live Oak Street to Downtown Couplet) Reconstruction Project in an amount not to exceed \$360,580.00, to be paid for out of the 2018 Street Bond funds and water/wastewater funds, and take any action necessary.

If you have any questions, please advise.

AJW:jmw

Attachments

Cc: Jeremy White, P.E. CFM, Civil Engineer  
File



STATE OF TEXAS



COUNTY OF ROCKWALL

**PROFESSIONAL ENGINEERING SERVICES CONTRACT**

This Agreement is made and entered into in Rockwall County, Texas, between City of Rockwall, Texas (“CITY”), a municipal corporation and political subdivision of the State of Texas, acting by and through its City Manager and Freese & Nichols, Inc., ("ENGINEER"), located at 2711 N. Haskell Street, Suite 3300, Dallas, Texas, Engineers duly licensed and practicing under the laws of the State of Texas.

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

PROFESSIONAL ENGINEERING SERVICES for N. Alamo Road from SH 205/Goliad to Live Oak Street.

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

Cost for such services will be an annual amount not to exceed three hundred sixty thousand five hundred eighty dollars (\$360,580.00) and billed as a *lump sum or hourly* basis per rates provided in Attachment “B”. Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

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

1.

CITY will cease upon the effective date of termination, unless otherwise agreed in writing.

3. Method of Payment

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

4. Engineer's Standard of Care

Engineer shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional Engineer under similar circumstances for a similar project. Engineer represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Contract. Services will be performed using personnel and equipment qualified and/or suitable to perform the work requested by the CITY.

CITY retains the right to report to Engineer any unsatisfactory performance of Engineer personnel for appropriate corrective action. Engineer shall comply with applicable federal, state, and local laws in connection with any work performed hereunder.

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

5. Ownership of Documents

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

compensation at rates to be agreed upon by CITY and the Engineer. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the services.

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

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

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

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

7. INDEMNIFICATION

**ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS**

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

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

8. Addresses for Notices and Communications

**CITY**

**Amy Williams, P.E.**  
**Director of Public Works/City Engineer**  
City of Rockwall  
385 S. Goliad Street  
Rockwall, Texas 75087

**ENGINEER**

**Kevin Johnson, P.E.**  
**Principal / Vice President**  
Freese & Nichols, Inc.  
2711 N. Haskell Street, Suite 3300  
Dallas, Texas 75204

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

9. Successors and Assigns

CITY and Engineer each binds itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of

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

10. Termination for Convenience of the Parties

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

11. Changes

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

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

13. Reports and Information

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

14. Entire Agreement

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

15. Waiver

The failure on the part of either party herein at any time to require the performance by the



other party, of any portion of this Contract, shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision, or any other provision. Any waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees

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

20. State or Federal Laws

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

EXECUTED in triplicate originals on this 14 day of February 2019.

Freese & Nichols, Inc.

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

Name: Kevin Johnson

Title: Principal / Vice President

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTEST:

City of Rockwall, Texas

\_\_\_\_\_  
Richard Crowley  
City Manager

7.

# ATTACHMENT “A”

## Scope of Service

8.

## Attachment “A”

N. Alamo Reconstruction Project (SH 205/Goliad to Live Oak Street)  
For  
City of Rockwall  
Scope of Services

### **Project Understanding**

The City of Rockwall (City) wishes to reconstruct N. Alamo, an existing 2 lane concrete roadway, from SH 205/Goliad to Live Oak Street, approximately 2,500 feet in length. The roadway lies within the old-town area of the City of Rockwall. Reconstruction will be two-lane residential: two vehicle lanes (29’ B-B) with concrete curb and gutter and 6 ft sidewalks (adjacent to the curb) on each side. These improvements will be within the existing variable width Right of Way (ROW); however, the contract will include a provision for up to six (6) parcel takes or easements in the event they are required. Traffic Signals are not included with the new roadway improvements.

Additional design will include limited storm sewer, sanitary sewer and water improvements. The existing storm sewer will be analyzed using current City drainage criteria, and improvements will be designed where the existing system is inadequate. It is not anticipated the existing system will require replacement or overall upgrade; however, minor upgrades may be required to extend the drainage system to construct inlets upstream of existing inlets where gutter capacity may be exceeded. Sanitary sewer is considered to be adequate and will only require minor adjustments or relocations. Water lines are considered to be adequate and will only require minor adjustments or lowerings and fire hydrant replacements.

Other design components include coordination with TxDOT, utility coordination, TDLR compliance with ADA, retaining wall design (assuming the use of City standard details), and traffic control plans.

Freese & Nichols, Inc. (FNI) will provide plans, specifications, estimates, and permits for the project and will support the City of Rockwall’s advertising/bidding.

### **BASIC SERVICES**

#### **1. Schematic Conceptual Design (30%)**

##### 1.1. Project Management

- 1.1.1. Conduct FNI internal project kickoff meeting with entire project team and City Staff.
- 1.1.2. Prepare and send Project Status Update (PSU) to City’s Project Manager on monthly basis. PSU will address work completed in previous period, work in progress and/or anticipated to be completed in next period, actions or information needed from City, and a schedule update.
- 1.1.3. Develop design criteria and design decisions tables (Includes initial utility involvement and system report)
- 1.1.4. Prepare and submit project schedule to City staff and provide general project management activities.
- 1.1.5. Project Administration
  - Prepare project correspondence and invoicing documents

##### 1.2. Project stakeholder coordination

- Develop project stakeholder contact list including but not limited to franchise utilities, City’s water and sewer department, traffic department, and other governmental entity stakeholders including TxDOT, etc. (Includes one (1) quarterly utility coordination meeting)
- Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to two (2) meetings with the City staff regarding project status and coordination issues. The first meeting will be the project kick-off meeting, and the second meeting will be the conceptual design presentation and review.

### 1.3. Public Meetings and Public Input Surveys

#### 1.3.1. Meetings

1.3.1.1. Attend two (2) public involvement meeting as directed by City staff. Provide exhibits suitable for public meeting use depicting street section, alignments etc. Support City staff during meetings by providing technical information, responding to citizen questions, and recording citizen input.

1.3.1.1.1. First Public Meeting will be with adjacent property owners and residents.

- Mail out all first public meeting notification for the City (Neighborhood to be at a typical 500 ft buffer off the street)
- Revise 30% Schematics Roll Plots based on public input from first public meeting and City direction to be used in second public meeting.

1.3.1.1.2. Second Public Meeting will be with adjacent property owners and residents as well as the neighborhood.

- Mail out all second meeting public meeting notification for the City
- Revise 30% Schematics Roll Plots based on public input from second public meeting and City direction to be used in City Council presentation for schematic and typical section approval.

#### 1.3.2. Public Input Surveys

- Work with City to develop Public Input Survey to be sent to adjacent property owners and residents.
- Mail out surveys to adjacent property owner and residents.
- Tally survey results and other received public input into presentable format to City Staff and City Council.

### 1.4. Schematic Roll Plot and Graphics (30%)

The following services will be provided as part of the Conceptual Design Phase (30%):

- Review and research previously prepared construction plans record documents, and other pertinent information related to proposed project.
- Review City master plans, design standards, specifications, construction details, and other pertinent information that may impact the design. Review of documents will include but not limited to:
  - City of Rockwall Master Thoroughfare Plan
  - City of Rockwall Water/Wastewater Master Plan
  - City of Rockwall Standards of Design and Construction
- Develop complete and accurate base map showing all existing Right-of-Way (ROW), easements, and utilities.
- Develop and evaluate typical sections (up to two (2)) to use for N. Alamo Rd and other intersecting streets within the project limits.
- Develop drainage area maps and analyze street and inlet capacities. Street and inlet capacities will be analyzed after City approval of the proposed roadway profile grade.
- Develop horizontal alignments for roadway,

- Develop and evaluate up to two (2) alignments for proposed water lines and wastewater lines. Alignments shall be limited to short adjustments deemed necessary for the roadway construction. Adjustments shall follow the general alignment of the existing utility and roadway.
- Develop vertical alignment for roadway and cut cross sections at critical points, at center of driveways, alley approaches, cross streets, lead walks, at alignment geometric points and at 25' intervals to evaluate the grading.
- Prepare 30% schematic paving plan and profile roll plots, produced at 1" = 40' horizontal scale and 1" = 5' vertical scale. The horizontal alignment of existing water lines and sewer lines will be included in the roll plots. Proposed water and sewer line adjustments will be developed and presented in the 60% submittal (plan view only for 60%; plan and profile for 90 and 100%).
- Prepare cross section sheets.
- Meet with City staff and present concept paving plan and profile roll plots.
- Incorporate comments and feedback from City staff and other stakeholders prior to public meetings. FNI will not proceed with 60% until receiving feedback from the City on 30%.

### 1.5. Drainage Analysis (30%)

The following services will be provided as part of the Conceptual Design Phase (30%):

- Review and research existing construction plans and record documents, historical flooding events and other pertinent information related to the existing drainage infrastructure along, upstream and downstream of the proposed project.
- Prepare a hydrologic and hydraulic analysis of the existing drainage infrastructure and prepare a report in memo format signed and sealed. Analysis/report shall include the following.
  - Existing drainage infrastructure analysis
    - Drainage Area Map of existing conditions/infrastructure.
    - Analysis effect on existing system of proposed off-site development or infrastructure improvements currently being planned.
    - Drainage calculations – Drainage Area, Inlet, Storm Sewer, Culvert, etc. (to be in City Standard's tabular format)
    - Synopsis of hydraulic deficiencies in written and plan format, includes downstream off-site drainage infrastructure.
    - Synopsis of structural deficiencies of drainage system as a result of TV inspection in written and plan format.
  - Recommendation of improvements to existing drainage system to meet the City's current 100-year design storm criteria.
    - Drainage Area Map of proposed improvements
    - Proposed drainage calculations – Drainage Area, Inlet, Storm Sewer, Culvert, etc. (to be in City Standard's tabular format) (Street and inlet capacities will be analyzed after City approval of the proposed roadway profile grade.)
    - Summary of proposed improvement of drainage infrastructure in written and plan format to fix hydraulic and structural deficiencies in order to meet current City drainage criteria standards.

## 2. Construction Documents

### 2.1. Project Management

- Conduct one (1) progress meeting at each stage of the construction documents phase to monitor the development of the project regarding project status, coordination issues and go over City review comments of the plans.

- Coordinate with other utilities, (electric power, cable TV, phone, gas, optic fiber, etc.)
- Prepare and send Project Status Update (PSU) to City’s Project Manager on monthly basis. PSU will address work completed in previous period, work in progress and/or anticipated to be completed in next period, actions or information needed from City, and a schedule update.
- Update project schedule and interim milestones (coordinate with City staff as necessary)
- Project site visits (up to three (3) trips)

2.2. Construction Plans, Specifications and Estimates (60%, 90%, 100%)

2.2.1. Submittals

FNI will submit 60%, 90% and 100% submittals for the City for review and comment. The following will be required for each submittal:

- Construction Plans
  - Two (2) Full Size copies – 22”x34”
  - Two (2) Half Size copies – 11”x17”
  - One (1) PDF copy
  - One (1) PDF copy– Scanned City comments previous submittal
- Engineers Opinion of Construction Cost
- Construction Contract Template/Specification Book

2.2.2. Construction Plans

Each plan sheet in the construction plans set will conform to the Engineering Drawing Requirements set forth in the City of Rockwall’s Standards of Design and Construction. Plan sheets will also include any other additional documentation, notation, and clarification required by the City’s Project Manager to prove design and constructability of the project. Each stage of the construction plan review process will incorporate any changes associated with City comments on previous submittals.

Below is a table of the required construction plan sheets and which submittals they are required.

<b>Plan Sheets</b>	<b>60%</b>	<b>90%</b>	<b>100%</b>
Cover Sheet	X	X	X
Legend Sheet	X	X	X
General Notes Sheet	X	X	X
Existing Condition Plan (1”=40’ scale)	X	X	X
Horizontal/Vertical Control Sheet (1”=100’ scale)	X	X	X
Right of Way Plan (1”=40’ scale)	X	X	X
Typical Sections (Existing and Proposed)	X	X	X
Erosion Control Plan (1”=40’ scale)		X	X
Demolition/Removals Plan (1”=40’ scale)	X	X	X
Roadway Plan/Profiles (1”=20’H, 1”=5’V scale)	X	X	X
Intersection Grading Plan (major and critical intersections)		X	X
Pavement Signage and Striping Plan (1”=20’ scale)		X	X
Drainage Area Map (Existing and Proposed)	X	X	X
Drainage Calculations (Area, Inlet, Storm, Culvert)	X	X	X
Drainage Plan/Profile (Trunks and Laterals) (1”=20’H, 1”=5’V scale)	X	X	X
Existing Water & Sanitary Sewer Utilities and Adjustments Plan/Profile (1”=20’H, 1”=5’V scale – profile only for SS)	X	X	X
Retaining Wall Plan/Profile (1”=20’H, 1”=5’V scale)	X	X	X

Construction Sequencing Phasing Narrative	X	X	X
Detour Plan (for each Phase)		X	X
Traffic Control Plan (for each phase & typ. sections) (1"=40' scale)		X	X
Roadway Cross-Sections (25' int. & crit. pts.) (1"=20'H, 1'=5'V scale)	X	X	X
Structural Layout Sheets (steps)		X	X
Details (for each section of plans)		X	X

Each subsection below details out the services to be perform for each section of the construction plan set.

#### 2.2.2.1. Roadway Design

- Incorporate the preliminary design submittal review comments
- Prepare plan / profile sheets (22"x34" plan sheets at a scale of 1"=20' horizontal, and 1"=5' vertical).
- Analyze all driveways within the project and develop driveway adjustment and crosswalk profiles as needed. Typically, driveways will be defined vertically by profiles. (Driveway slope and adjustment details will be shown on the cross sections with removal limits shown on the paving plan/profile sheets.)
- Develop design cross-sections
  - Develop on 25' station intervals and other critical points.
  - Show pavement and subgrade, right-of-way limits, sides slopes, pavement cross slopes, curbs, and retaining walls (if applicable)
  - Cross-sections will be provided in the plan set.
- Prepare roadway details to clarify intent of design
- Modify standard details as needed and include

#### 2.2.2.2. Drainage

- Create Drainage Area Maps (existing and proposed)
- Create Drainage Calculation Sheets (Tables to be formatted to match City Standard's tabular format)
- Identify the need for additional drainage easements to accommodate the proposed offsite drainage improvements (if required)
- Perform final storm sewer sizing and alignment design. Prepare final inlet design sheets and hydraulic design sheets for inclusion in the plans.
- Prepare storm sewer plan/profile sheets depicting storm sewer lines, inlets, junction boxes, connections, manholes, utility crossings and the hydraulic grade lines. The storm sewer shall not be profiled until approval from the City for the alignment.
- Prepare profiles for all trunks and laterals (to be profiled along centerline of pipe)
- If drainage flow patterns/areas are changing due to proposed improvements then existing downstream and upstream systems will be analyses and included in plan set to prove that there are no adverse impacts as a result. Full Hydrologic and Hydraulic Calcs Sheets and storm sewer plan and profiles sheets for these existing upstream and downstream systems are to be included in the plan set.
- Prepare drainage details to clarify intent of design.
- Compile applicable City standard details. Modify standard details as needed.
- Prepare erosion control plan.



### 2.2.2.3. Utilities

#### 2.2.2.3.1. Public (Water, Wastewater, Storm Drainage, etc.)

- Establish the location of existing public utilities based upon information provided by the City, SUE and field survey information

#### 2.2.2.3.2. Franchise Utility Coordination

- Identify franchise utility contacts
- Send one set of plans to each franchise utility for their review will be submitted at each phase. Request each franchise utility to mark up the plans to show the size, type and location of their utilities.
- Notify the City if any relocations are required
- FNI shall perform the coordination with the franchise utilities if any relocations are required.
- Attend City ran Franchise Utility Coordination Meetings (typically 2-4 meetings per year are held...assumed 3 meetings during the 60% to 100% design phase). FNI will give background on particular project and coordinate with franchise utility companies on foreseen conflicts and pass out current plan set.

#### 2.2.2.3.3. Water

- Prepare all water plan sheets. Water lines will be consolidated onto Existing Utility and Adjustment sheets with sanitary sewer lines.
- Check coverage of Fire Hydrants to meet City Standard.
- Prepare water details to clarify intent of design. Compile applicable City Standard details, modify standard details as needed.

#### 2.2.2.3.4. Wastewater

- Prepare all wastewater plans and profiles (profiles only as needed). Sanitary sewer lines will be consolidated onto Existing Utility and Adjustment sheets with water lines. City approval of alignment will be received before profiling of sanitary sewer.
- Prepare wastewater details to clarify intent of design. Compile applicable City Standard details, modify standard details as needed.

### 2.2.2.4. Lighting/Illumination

- Not used.

### 2.2.2.5. Structural

- Structural design and layout of retaining wall (plan and profile). Use of typical City standards for retaining walls is assumed to be used on this project.
- Structural design and layout for other elements of the project not covered in the standard details (steps). Typical NCTCOG junction box detail is assumed to be used on this project.

### 2.2.2.6. Traffic

#### 2.2.2.6.1. Traffic Signals

- Not Used

#### 2.2.2.6.2. Pavement Marking and Signing Plans

- Determine potential conflicts with existing signs and propose sign relocations
- Prepare crosswalk pavement marking and signing layouts in accordance with City design standards and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Prepare details to clarify intent design
- Compile applicable City standard details. Modify standard details as needed.

#### 2.2.2.7. Traffic Control Plans, Detour Plans, Construction Sequencing/Phasing

- At 60% level, develop construction phasing plan to show the intent of each phase prior to adding details at 90%. Develop construction sequence plan showing:
  - Construction area for each phase of construction and closure of existing travel lanes (if needed).
  - Temporary signing and striping, barricades, and other channelization device
  - Narrative of the sequence of work.
  - Detour Plan for each construction phase, if applicable
  - Storm sewer construction phasing.
  - Public utilities relocation phasing (this is assumed to be water and sanitary sewer).
  - Pedestrian routing during construction.
- Develop typical sections showing lane widths, edge conditions, channelization and proposed construction area.
- Prepare traffic control details to clarify intent of design.

#### 2.2.3. Specifications/Construction Contracts

Prepare general notes, specification data, and final Bid Book in accordance with City of Rockwall requirements. Identify and prepare special specifications and/or special provisions applicable to the project. Prepare Bid-Tab sheets of applicable items for Contractor to fill/present bid prices.

- Contact documents, including the following:
  - City of Rockwall standard construction contract forms
  - Notice to bidders
  - Special instructions to bidders
  - Bid form (Bid-Tab) – Electronic for Bidding
  - Standard construction contract
  - Performance bond
  - Payment bond
  - Maintenance bond
  - Certificate of insurance
  - General conditions
  - Special conditions
  - Technical specifications
  - Permits (TXDOT, City of Dallas, etc.)
  - Geotechnical Report

#### 2.2.4. Estimates

Compile an overall opinion of probable construction cost based on current market values. Cost shall be broken out in to separate schedules for each section of the job.

#### 2.3. Agency Permitting/Coordination (City of Dallas, NTMWD, TDLR, etc.)

##### 2.3.1. Texas Department of Transportation (TxDOT)

- Coordinate with TxDOT, and submit driveway permit, standards and plan sheets for review and approval

##### 2.3.2. NTMWD

- Not applicable.

##### 2.3.3. Accessibility Review (TDLR)

- Prepare a completed application for submittal to the Texas Department of Licensing and Regulation for review in accordance with the Elimination of Architectural Barriers Act.
- FNI to complete application and submit with set of plans to a Registered Accessibility Specialist (RAS) from review and TDLR project registration. All coordination and fees with TDLR compliance will be done by the FNI.
- While we do not anticipate accessibility revisions to be required, we will address minor revisions to the plans based on review comments from the RAS.

### **3. Bidding Phase Services**

- 3.1. Furnishing the City a construction bid set one (1) 11"x17" hard copy and Bid Spec Book.
- 3.2. City will be responsible for advertisement of the project in the Local Paper
- 3.3. FNI will make the plans and specifications available from the Bid document distribution site CivCast.
- 3.4. During this phase service to be provided are:
  - 3.4.1. Respond to contractor questions and provide design clarifications.
  - 3.4.2. Attendance at the pre-bid meeting.
  - 3.4.3. Production of all Addenda items and designs changes, submittal to City for review and correction before issuance.
  - 3.4.4. Attendance of Bid Opening
  - 3.4.5. Tabulating Bids and checking for errors.
  - 3.4.6. Checking references and other qualification information for the low bidder and writing a letter of recommendation concerning award of the contract.
  - 3.4.7. Returning Bid Bonds to all non-low bidders.

### **SPECIAL SERVICES**

For the following scope items defined as special services Freese & Nichols, Inc (FNI) shall receive written approval from the City for each service separately before proceeding with this work. These services are to be used at the discretion of the City. This item will be controlled by the City and will only be used if the City chooses. The Engineer has no right or guarantee to the use of these special services.

### **4. Data Collection & Property Research / Topographic and Design Survey**

- 4.1. Data Collection and Property Research
  - 4.1.1. Gather existing plat information
  - 4.1.2. Collect property owner and record information
  - 4.1.3. Gather existing ROW and easement information, identify all easements through typical research methodologies (i.e. plats, court house filings, etc.).
- 4.2. Topographic and Design Survey
  - 4.2.1. The limits of the survey shall be from the intersection of N. Alamo and SH 205 (Goliad) to the intersection of N. Alamo and Live Oak. The survey shall be from front of house on the east to front of house on the west (approx. 50 foot ROW and additional beyond the ROW on each side) of N Alamo. Survey will include intersecting roadways extending 100 feet along each leg of the major intersections and 200 feet along each leg of the minor intersections. Surveyor will secure rights of entry prior to surveying on private property.
  - 4.2.2. Establish horizontal control points at 500' maximum spacing.
  - 4.2.3. Establish a vertical control benchmark circuit as needed throughout the project. Use existing City established monument information for the City and tie survey into.
  - 4.2.4. Set control points, which shall be based on NAD-83, on both sides of the roadway, as required to maintain horizontal control throughout the project limits.

- 4.2.5. Perform a field survey to identify and locate existing topographic elements within the roadway corridor. All identified topographic elements shall be tied down horizontally and vertically. The field survey shall not limited to the following:
- Property corner monumentation
  - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
  - Roadway and lane striping
  - Driveways
  - Existing storm sewer inlets, manholes, junction boxes Headwalls (including culvert sizes and invert elevations)
  - Outfalls, bridges and erosion control
  - Existing driveway culverts and swales (flowlines, sizes, types, etc.)
  - Guardrail
  - Utility manholes, vaults, water valves, water meters, wastewater cleanouts, sprinkler heads, telephone poles, power poles, utility markers, other public utilities and franchise utilities
  - Traffic Signal poles, cabinets, pull boxes and other signal equipment
  - Signs (excluding temporary signs)
  - Trees, including species and caliper (all sizes)
  - Landscape planters, Shrubs, rocks and other features.
  - Buildings and permanent structures
  - Retaining walls
  - Fencing walls
  - Fence limits and material types (excluding temporary fences)
  - Mailboxes (types – wood, brick, stone)
  - Other applicable physical features that could impact design
- 4.2.6. Collect sufficient topographic data to create a CAD surface from which to prepare cross-sections throughout project limits at 25-foot intervals and at grade breaks.
- 4.2.7. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.
- 4.2.8. FNI will perform site visits for the purposes of reviewing the provided survey in the field and making notes for additional survey needs and design considerations.

## 5. Subsurface Utility Engineering (S.U.E.) Services

- 5.1. Provide S.U.E. Services for the purpose of locating horizontal and vertical locations of underground city and franchise utilities, in conjunction with and /or prior to the field survey.
- S.U.E. Level ‘B’ Services will be provided to determine horizontal location of utilities up to approx. 3,500 linear feet.
  - S.U.E. Level ‘A’ Services including survey data collection will be provided as needed:
    - Up to two (2) test holes of 0-4 ft depth will be provided (in pavement)
    - Up to two (2) test holes of 4-8 ft depth will be provided (in pavement)
    - Test holes in addition to those listed above will be provided at the rate per test hole agreed to by the City of Rockwall.
- 5.2. The FNI shall arrange and make provisions for access to perform the services specified within this scope. The surveyor shall provide the City with the name and address of the property owners.

## **6. Right-of-Way / Easement Instruments of Conveyance**

- 6.1. Prepare ROW instruments (narrative and graphic exhibits of ROW takes) and setting new property corners (for new ROW only) in the field
  - 6.1.1. Up to three (3) parcels
- 6.2. Prepare easement instruments (narrative and graphic exhibits of easements required for drainage, City utilities, temporary construction, etc.)
  - 6.2.1. Up to three (3) parcels
- 6.3. Individual parcel exhibits shall be on 8"x11" paper and pdf copy shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
  - 6.3.1. Parcel number
  - 6.3.2. Area required
  - 6.3.3. Area remaining
  - 6.3.4. Legal description
  - 6.3.5. Current owner
  - 6.3.6. Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
  - 6.3.7. All physical features
  - 6.3.8. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
- 6.4. Upon written notification by the City of acceptance of the ROW exhibits and instruments, and as directed by the City, the surveyor shall set all corners and points of curvature for the proposed ROW and submit final sealed plans and exhibits, including location of the control points and their NAD-83 reference

## **7. Geotechnical**

- 7.1. Subsurface Exploration
  - 7.1.1. Five (5) borings are planned for this project. The borings and laboratory testing on recovered soil samples will be through a subconsultant. The Consultant will coordinate the subsurface exploration activities and will subcontract with a drilling contractor to drill the borings under the direction of the Consultant. The borings will be located at approximate equal intervals within the project limits. A closer spacing may be considered near the locations of existing retaining walls near the northern limits of the project.
  - 7.1.2. Boring Services – Two (2) of the five (5) borings will be drilled and sampled to a depth of 20 feet for the potential replacement of existing retaining walls. (The new walls are assumed to be less than 5 feet tall, exposed wall height.) The three (3) remaining borings will be drilled to a depth of 15 feet. A total of 85 linear feet for drilling is planned.
    - All borings will be drilled within City ROW and will require traffic control consisting of a temporary lane closure for safe working conditions
    - The boring locations will be marked with paint prior to drilling
    - Coordinate with appropriate City personnel and the Texas 811 system to locate existing utilities prior to drilling
    - Provide an engineer or geologist to log the borings during drilling and sampling
    - Backfill bore holes and patch existing concrete pavement at the surface
- 7.2. Laboratory Services
  - 7.2.1. Considering the planned facilities, anticipated soil conditions, and geology, the following laboratory test will be required for classification purpose and to determine strength characteristics:
    - Visual Classification
    - Moisture content and unit dry weight
    - Liquid and plastic limit determinations

- Unconfined compression
- Lime/ph series tests
- Soluble sulfate tests (to determine lime-induced heaving potential)

**7.3. Engineering Services**

7.3.1. Prepare an engineering report presenting the following:

- Sample boring location map
- Boring logs and laboratory results
- General soil and ground-water conditions
- Recommendations will be based on a 30-year design life.
- Subgrade design recommendations for lime treatment and/or cement treatment
- Pavement design recommendations for the new reinforced concrete system (including pavement thickness, subgrade treatment, or other suitable pavement base alternative). Pavement thickness calculations will be based on the traffic study and design traffic volume determined from Basic Service Item 1.6.
- Recommendations for retaining walls, as necessary
- Earthwork recommendations

7.3.2. The geotechnical engineer’s design recommendations shall be relied upon by the civil and structural engineers for their design.

7.3.3. Submit one (1) paper copy and one pdf file copy of the report to the City

**8. Construction Phase Services**

8.1 Not used.

**9. Video Inspection (Storm Sewer)**

9.1. Collect in-pipe video of existing storm sewer systems to determine condition of pipe.

9.1.1. Approx. 310 linear feet in the sag south of Heath

9.1.2. Approx. 450 linear feet in the N. Alamo / SH 205 (Goliad) intersection.

**10. Right-of-way Negotiation and Acquisition Services**

10.1.1. Not used.

**11. Environmental Permitting**

11.1. Not used.

**12. Flood Study**

12.1. Not used.

**13. Additional Services**

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City of Rockwall. Such services shall include, but are not limited to the following:

- 13.1. Construction staking.
- 13.2. Water and sanitary sewer design beyond minor adjustments or lowering. Utility design consisting of route analysis or corridor selection.
- 13.3. Additional Design Survey and SUE required for the preparation of designs and drawings after the conceptual design submittal.
- 13.4. Full time construction management and inspection services
- 13.5. Construction materials testing
- 13.6. Preparation of Condemnation hearing documentation and attendance at condemnation hearing
- 13.7. Field layouts or the furnishing of construction line and grade surveys.

- 13.8. GIS mapping services or assistance with these services.
- 13.9. Making revisions to drawings, specifications or other documents when such revisions are 1) consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of CONSULTANT.
- 13.10. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- 13.11. Assisting CITY in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- 13.12. Performing detailed investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- 13.13. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- 13.14. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- 13.15. Phase I/II Environmental Site Assessments
- 13.16. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- 13.17. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this AGREEMENT.
- 13.18. Services required to resolve bid protests.
- 13.19. Visits to the site in excess of the number of trips included for periodic site visits, coordination meetings, or contract completion activities.
- 13.20. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- 13.21. Providing services after the completion of the construction phase not specifically listed.
- 13.22. Providing any special structural details for retaining wall and drainage design. This will include any detail that is not covered by CITY, NCTCOG, or TxDOT standard details. (i.e. junction boxes, box culverts, etc.)
- 13.23. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by CITY.
- 13.24. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- 13.25. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of CONSULTANT.
- 13.26. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- 13.27. Provide follow-up professional services during Contractor's warranty period.
- 13.28. Additional exploratory drilling and associated laboratory testing due to soft or loose soil conditions, other unexpected site conditions, or additional structures.
- 13.29. Detailed settlement studies or other engineering issues resulting from soft and/or loose soil conditions, or other unexpected site conditions.
- 13.30. Construction services including site visits, shop drawing reviews, RFIs, changes to plan, record drawings, etc.
- 13.31. Perform traffic analysis of existing conditions.

13.32. Revisions to completed and approved construction drawings resulting from right of way negotiation and acquisition.

-End of Scope of Service-



# ATTACHMENT “B”

## Payment Schedule

Compensation for Basic Services in Tasks 1-3 shall be on a lump sum basis. The tabulation below establishes the not to exceed amount for each category of contract service:

	<u>Task</u>	<u>Fee</u>
	<b><u>BASIC SERVICES</u></b>	
1.	Schematic Conceptual Design (30%)	\$61,300
2.	Construction Documents	
2.1	60% Design	\$65,200
2.2	90% Design	\$52,300
2.3	100% Design	\$44,300
3.	Bidding Phase Services	\$9,200
	<b>Basic Services Subtotal (Lump Sum):</b>	<b>\$232,300</b>
Compensation for special services under Tasks 4-10 shall be a labor fee plus expense (reimbursable) basis with the max fee shown below.		
	<b><u>SPECIAL SERVICES</u></b>	
4.	Data Collection & Property Research / Topographic and Design Survey	\$34,300
5.	Subsurface Utility Engineering (S.U.E.) Services	
5.1	Quality Level ‘C/D’ S.U.E. Services	NA
5.2	Quality Level ‘B’ S.U.E. Services (assumes 3,500 LF)	\$12,500
5.3	Quality Level ‘A’ S.U.E. Services	\$7,800
6.	Right-of-Way/Easement Instruments of Conveyance (6 ROW documents are assumed @ \$1,500/document)	\$11,000
7.	Geotechnical	\$25,200
8.	Construction Phase Services	NA
9.	Video Inspection (Sanitary Sewer and Storm Sewer)	\$4,700
10.	Right-of-way Negotiation and Acquisition Services	NA
11.	Environmental	NA
12.	Flood Study	NA
	<b>Special Services Subtotal (Not-to-Exceed) *</b>	<b>\$95,500</b>
	<b>ENGINEERING SERVICES CONTINGENCY**</b>	<b>\$32,780</b>
	<i>** (This service is a miscellaneous amount to be used at the discretion of the City for additional Services outside of the scope of the contract. This item will be controlled by the City and will only be used if the City chooses. The Engineer has no right or guarantee to the use of this Contingency)</i>	
	<b>Project Total*</b>	<b>\$ 360,580</b>

Fees that are Lump Sum for each task and will be invoiced monthly based upon the overall percentage of services performed.

**COMPENSATION**

Compensation to Engineer for the Basic Services described in Attachment A shall be the lump sum of Two Hundred Thirty-Two Thousand Three Hundred Dollars (\$232,300.00) and the Special Services described in Attachment A shall be a not to exceed fee of Ninety-five Thousand Five Hundred Dollars (\$95,500.00). An Engineering Services Contingency shall not exceed Thirty-two Thousand Seven Hundred Eighty Dollars (\$32,780.00). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Special Services in Attachment A, Engineer will notify City for City's approval before proceeding. Additional Services shall be computed based on this Schedule of Charges.

**Schedule of Charges:**

<b><u>Position</u></b>	<b><u>Min</u></b>	<b><u>Max</u></b>
Professional 1	73	116
Professional 2	95	140
Professional 3	121	194
Professional 4	131	228
Professional 5	182	283
Professional 6	191	348
Construction Manager 1	77	152
Construction Manager 2	105	158
Construction Manager 3	149	178
Construction Manager 4	160	240
CAD Technician/Designer 1	58	112
CAD Technician/Designer 2	91	132
CAD Technician/Designer 3	107	175
Corporate Project Support 1	43	102
Corporate Project Support 2	62	144
Corporate Project Support 3	83	225
Intern / Coop	39	68

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

\$8.50 per hour

**Bulk Printing and Reproduction**

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

**Travel**

Standard IRS Rates

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and rates will be adjusted annually in February. Last updated February 2018.**

325022018

# ATTACHMENT “C”

## Project Schedule

10.



# ATTACHMENT “D”

## Sub-Consultants

**1. Sub-Consultant:**

Company Name: Texplor

Services of the Scope Being Provided: *Geotechnical Drilling*

Contact Person: Brent L. Thomason Title: Vice President

Email: [brent@texplordrilling.com](mailto:brent@texplordrilling.com) Phone: (214) 678-0643

**2. Sub-Consultant:**

Company Name: Gorrondona & Assoc., Inc.

Services of the Scope Being Provided: *Geotechnical Laboratory Analysis*

Contact Person: Jenell Strachan Title: Area Manager

Email: [jstrachan@ga-inc.net](mailto:jstrachan@ga-inc.net) Phone: (817) 496-1424

**3. Sub-Consultant:**

Company Name: PJB Surveying

Services of the Scope Being Provided: *Design Survey/ROW/Easement Docs*

Contact Person: Pat Baldasaro Title: President

Email: [pat@pjbsurv.com](mailto:pat@pjbsurv.com) Phone: 972-740-7389

**4. Sub-Consultant:**

Company Name: K+K Associates, LLP

Services of the Scope Being Provided: *TDLR registration, review, and inspection*

Contact Person: Sharon Krueger Title: Registered Accessibility Specialist

Email: [skrueger@kpluskassociates.com](mailto:skrueger@kpluskassociates.com) Phone: 817-781-3044

**5. Sub-Consultant:**

Company Name: SurvWest, LLC

Services of the Scope Being Provided: *Subsurface Utility Engineering (S.U.E.)*

Contact Person: James Mason Hayes Title: Project Engineer

Email: [jhayes@survwest.com](mailto:jhayes@survwest.com) Phone: 217-273-0481

**6. Sub-Consultant:**

Company Name: Ace Pipe Cleaning

Services of the Scope Being Provided: *Pipeline CCTV Services*

Contact Person: Bruce Jameson Title: Asset Manager

Email: [bjameson@acepipe.com](mailto:bjameson@acepipe.com) Phone: 817-401-3639

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**CITY OF ROCKWALL**  
CITY COUNCIL MEMORANDUM

**PLANNING AND ZONING DEPARTMENT**  
385 S. GOLIAD STREET • ROCKWALL, TX 75087  
PHONE: (972) 771-7745 • EMAIL: [PLANNING@ROCKWALL.COM](mailto:PLANNING@ROCKWALL.COM)

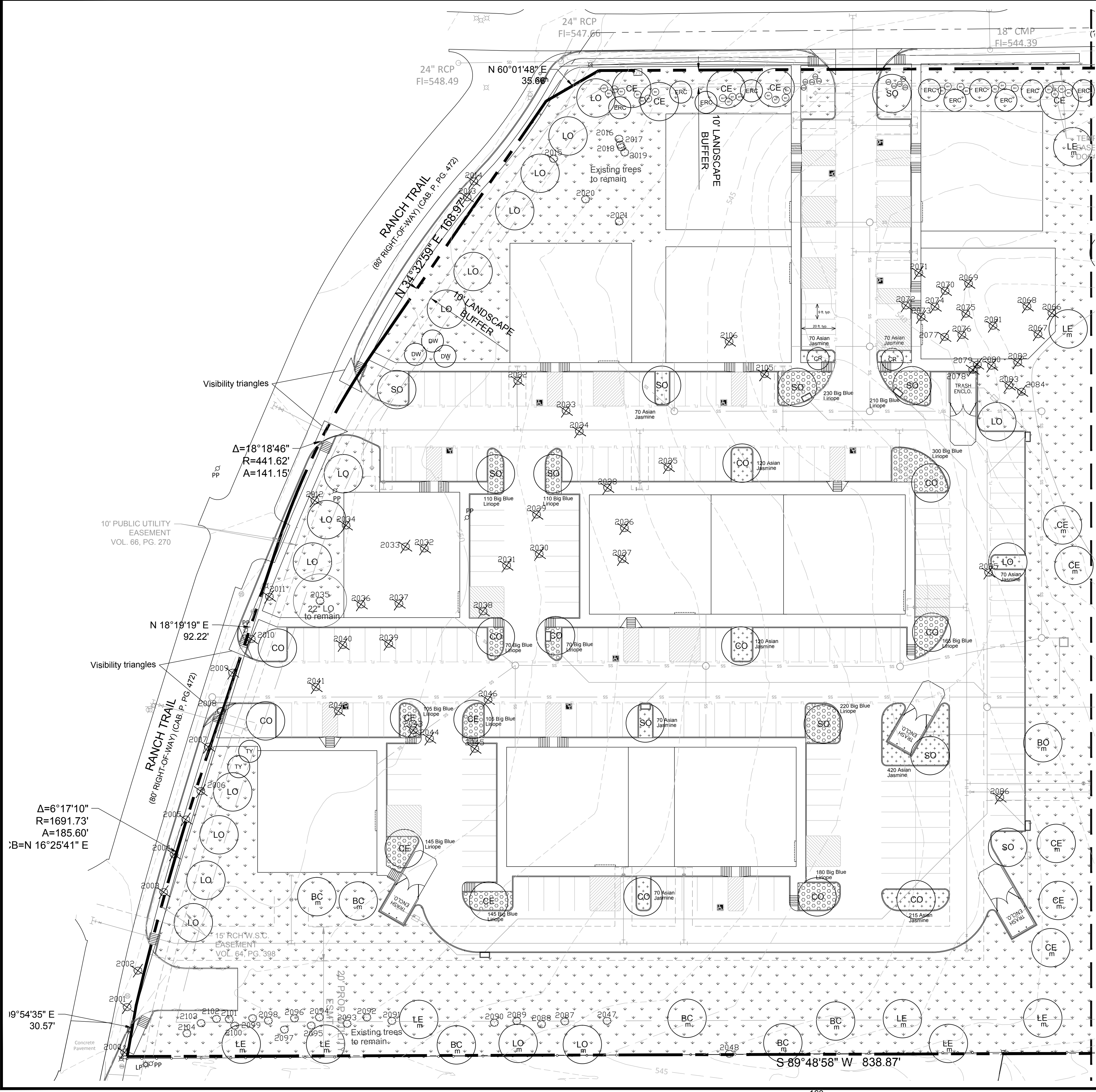
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**TO:** Mayor and City Council  
**CC:** Rick Crowley, *City Manager*  
Mary Smith, *Assistant City Manager*  
Joey Boyd, *Assistant City Manager*  
**FROM:** Ryan Miller, *Director of Planning and Zoning*  
**DATE:** February 19, 2019  
**SUBJECT:** SP2019-003.; *Alternative Tree Mitigation Plan*

---

On February 12, 2019, the Planning and Zoning Commission recommended approval of an *alternative tree mitigation plan* in conjunction with an approved site plan (*i.e. SP2019-003*) for a multi-tenant office complex. At the time of submittal, the applicant identified 285 caliper-inches of protected trees that will be required to be removed in order to develop the site. According to the landscape plan, the applicant is planting 150 caliper-inches on site, leaving a balance of 135 caliper-inches requiring mitigation (*i.e. 48% of total mitigation balance*). The Unified Development Code (UDC) allows up to 20% of the total tree mitigation (*i.e. 57 caliper-inches or \$5,700*) to be paid to the City's tree fund. The City Council has the ability to review and approve alternative tree mitigation agreements, pending a recommendation from the Planning and Zoning Commission. Since the applicant is proposing to exceed the 20% maximum allowable tree mitigation paid to the City's tree fund (*i.e. proposing 47% of total mitigation balance*), an alternative tree mitigation plan will need to be approved. The remaining balance needing mitigation is \$27,000.00 (*i.e. 135 caliper-inches @\$200.00 per caliper-inch*); however, since the applicant is planting at least one (1) tree on-site, the balance is reduced by ½ for a total mitigation balance \$13,500.00 that will need to be paid to City's tree fund at the time of final plat. Since the applicant is not proposing any alternatives beyond being able to pay beyond the 20%, this has been included on the Consent Agenda. Should the City Council have any questions, staff will be available at the meeting on February 19, 2019.

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**TREE LEGEND**

- Canopy Trees
- SO Shumard Oak
  - BO Bur Oak
  - LE Bosque Elm
  - CO Chinquapin Oak
  - LO Live Oak
  - CE Cedar Elm
  - BC Bald Cypress
  - CR Crapemyrtle
  - DW Desert Willow
  - TY Tree Yaupon
- Existing trees to be removed

**SHRUB LEGEND**

- DY Dwarf Yaupon
- DA Dwarf Abelia
- BA Barberry
- MF Mexican Feather Grass
- WM Dwarf Wax Myrtle
- RY Red Yucca
- DB Dwarf Burford Holly
- NGL New Gold Lantana
- CO Coreopsis
- DIH Dwarf Indian Hawthorne
- TC Turks Cap
- HD Harbor Dwf. Nandina
- GL Giant Liriope
- TX Texas Sage
- PM Pink Muhly
- CS Cherry Sage
- GC Green Cloud Sage
- RO Rosemary
- AJ Asian Jasmine

**HATCH LEGEND**

- Asian Jasmine
- Big Blue Liriope
- Solid Sod Bermuda Grass

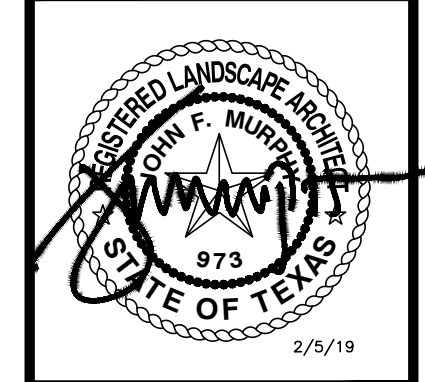
**LANDSCAPE NOTES**

- The project will have an underground automatic irrigation system to water all new plantings.
- Install 4" layer of shredded hardwood mulch to all planting beds.
- Install 4" steel edging between all shrub beds and grass areas.
- Shrub beds to have 12 inches of prepared planting mix (75% import topsoil, 15% composted amendment, 10% washed sand)
- Shredded hardwood mulch must contain long strands along with double shred finer material obtained from a local source.
- Install 4 inches of clean topsoil in all areas of the site disturbed by grading and construction operations. Topsoil shall be free from sticks, debris and rocks larger than 2 inches in diameter and have an organic matter level of 3 percent minimum and a pH range between 5.5 and 7.4 percent. Provide soil test analysis from a soil test laboratory showing soil makeup and organic percentage.
- Solid sod all areas disturbed by construction activities.
- No trees within 5' of utilities.
- No parking space shall be more than 80 feet from a tree.

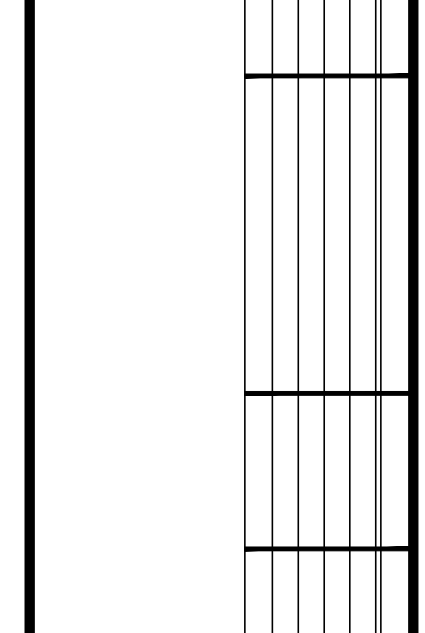
**site integration studio**  
 Landscape Architecture - Sustainable Site Planning - Natural Resource Design  
**John F. Murphy, ASLA**  
 7529 Cross Gate Way  
 Tyler, TX 75703  
 john@siteint.com  
 scott@siteint.com

512.632.3822 - Tyler  
 512.589.9584 - Austin  
 www.siteint.com

TEXAS REGISTRATION #14199  
**GLAY MOORE ENGINEERING**  
 1105 CREEK SPARGER RD. SUITE #1  
 COLLEVILLE, TX 75841  
 WWW.GLAYMOORE.COM



**RANCH TRAIL  
 ROCKWALL, TEXAS**

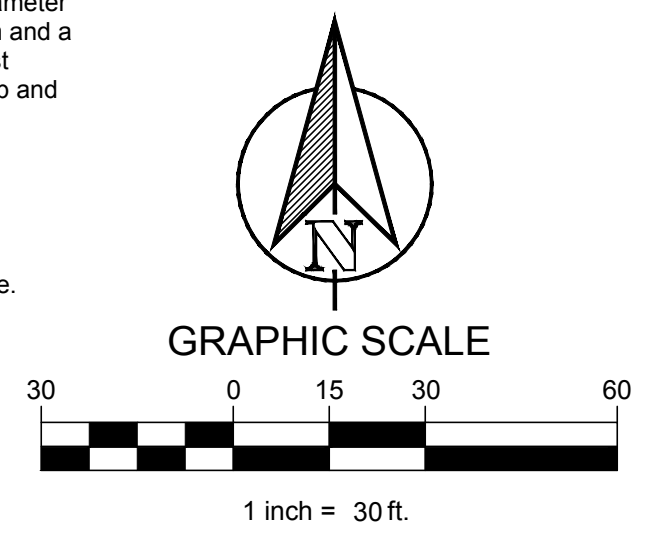


**LANDSCAPE PLAN**

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 DRAWN: CWP  
 CHECKED: CLC  
 DATE: 02/05/2019

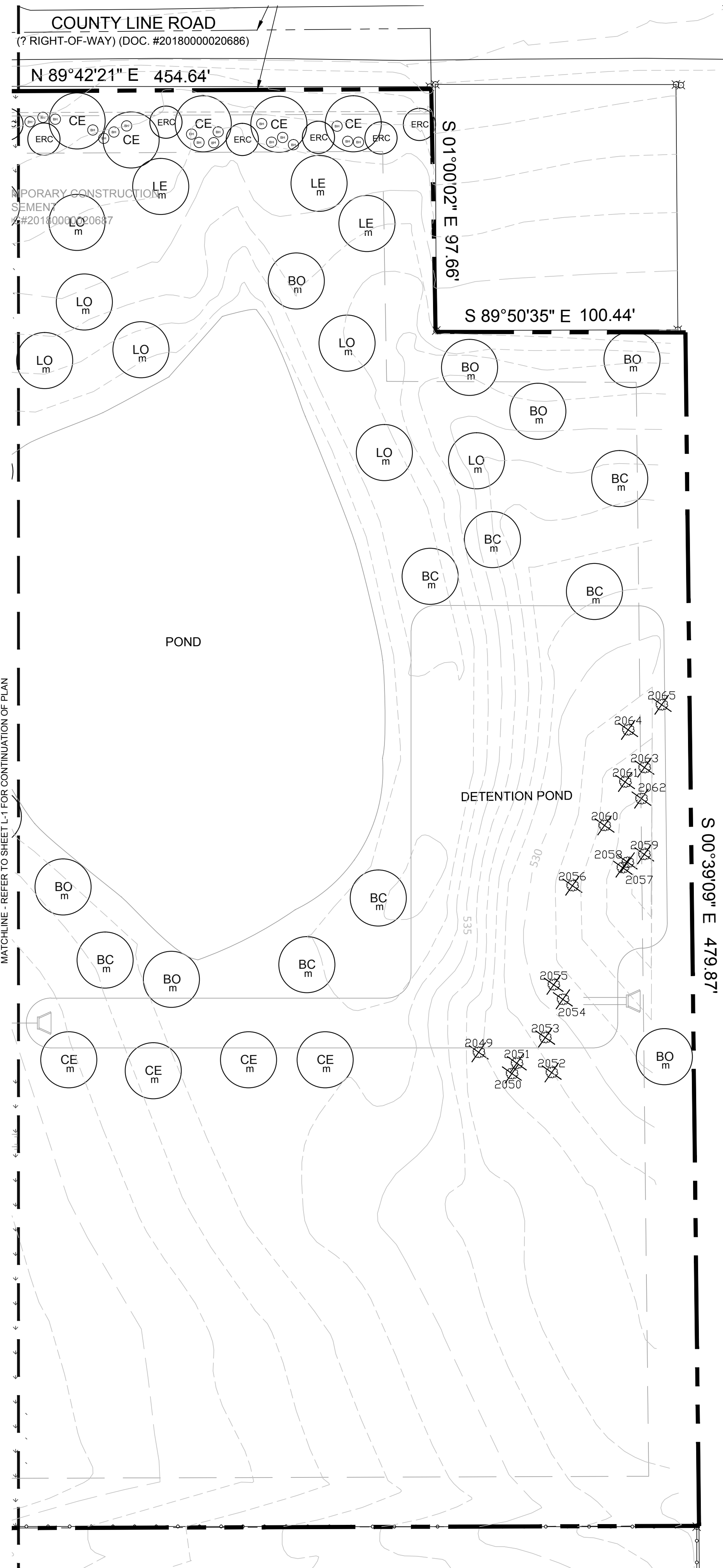
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**L-1**

File No. 166 2019-001





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 LAST SAVED: 2/5/2019 11:33 AM



**TREE LEGEND**

- Canopy Trees**
- SO Shumard Oak
  - LE Bosque Elm
  - LO Live Oak
  - BC Bald Cypress
  - + Mitigation trees
  - BO Bur Oak
  - CO Chinquapin Oak
  - CE Cedar Elm
  - Existing trees to be removed (2021)
- Ornamental Trees**
- CR Crapemyrtle
  - DW Desert Willow
  - TY Tree Yaupon

**SHRUB LEGEND**

- DY Dwarf Yaupon
- DA Dwarf Abelia
- BA Barberry
- MF Mexican Feather Grass
- WM Dwarf Wax Myrtle
- RY Red Yucca
- DB Dwarf Burford Holly
- NGL New Gold Lantana
- CO Coreopsis
- DIH Dwarf Indian Hawthorne
- TC Turks Cap
- HD Harbor Dwf. Nandina
- GL Giant Liriope
- TX Texas Sage
- PM Pink Muhly
- CS Cherry Sage
- GC Green Cloud Sage
- RO Rosemary
- AJ Asian Jasmine

**HATCH LEGEND**

- Asian Jasmine
- Big Blue Liriope
- Solid Sod Bermuda Grass

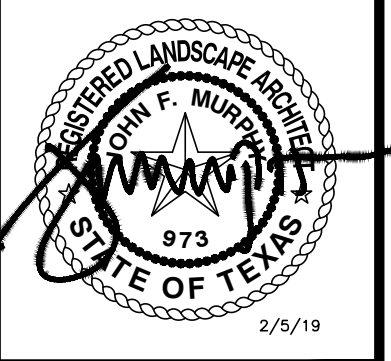
**LANDSCAPE NOTES**

1. The project will have an underground automatic irrigation system to water all new plantings.
2. Install 4" layer of shredded hardwood mulch to all planting beds.
3. Install 4" steel edging between all shrub beds and grass areas.
4. Shrub beds to have 12 inches of prepared planting mix (75% import topsoil, 15% composted amendment, 10% washed sand)
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6. Install 4 inches of clean topsoil in all areas of the site disturbed by grading and construction operations. Topsoil shall be free from sticks, debris and rocks larger than 2 inches in diameter and have an organic matter level of 3 percent minimum and a pH range between 5.5 and 7.4 percent. Provide soil test analysis from a soil test laboratory showing soil makeup and organic percentage.
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9. No parking space shall be more than 80 feet from a tree.


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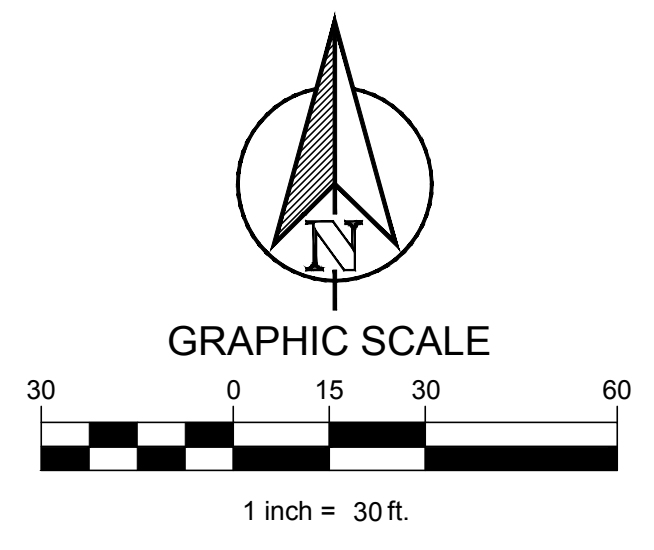
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 COLLEVILLE, TX 75844  
 WWW.GLAYMOORE.COM



**RANCH TRAIL**  
**ROCKWALL, TEXAS**


**LANDSCAPE PLAN**



DESIGN:	CWP
DRAWN:	CWP
CHECKED:	CLC
DATE:	02/05/2019
SHEET	
L-2	
File No.	2019-001

# PLANT LIST

CANOPY TREES			
11	LE	Lacebark Elm	Ulmus parviflora 3" cal. B&B 12' ht. 5' spread
24	LO	Live Oak	Quercus virginiana 3" cal. B&B 12' ht. 5' spread
11	CO	Chinquapin Oak	Quercus muhlenbergia 3" cal. B&B 12' ht. 5' spread
23	CE	Cedar Elm	Ulmus crassifolia 3" cal. B&B 12' ht. 5' spread
13	BC	Bald Cypress	Taxodium distichum 3" cal. B&B 12' ht. 5' spread
11	SO	Shumard Oak	Quercus shumardii 3" cal. B&B 12' ht. 5' spread
8	BO	Bur Oak	Quercus macrocarpa 3" cal. B&B 12' ht. 5' spread
ORNAMENTAL TREES			
2	TY	Tree Yaupon	Ilex vomitoria 30 gal. 8' ht. multi-trunk female
2	CR	Crapemyrtle	Lagerstroemia indica 'Tuscarora' 30 gal. 8' ht. 3 trunk 2 1/2" cal. min.
3	DW	Desert Willow	Chilopsis linearis 'Timeless Beauty' 30 gal. 6' ht. 2 1/2" cal. min.
16	ERC	Eastern Red Cedar	Juniperus virginiana 30 gal. 6' ht. 2 1/2" cal. min.
SHRUBS & GROUNDCOVERS			
45	BH	Burford Holly	Ilex cornuta burfordii 10 gal. as shown
10	WM	Dwarf Wax Myrtle	Myrica pusilla 5 gal. 36" oc
1,295	AJ	Asian Jasmine	Trachelospermum asiaticum 1 gal. 18" oc
2,165	BBL	Big Blue Liriope	Liriope muscari 'Big Blue' 1 gal. 18" oc

# City of Rockwall, Texas LANDSCAPE CALCULATIONS

Total Lot Area	414,665 SF	Required	Provided
Landscape Area 10%		41,467 SF	135,609 SF (32%)

Street Buffer Trees	1 Shade tree 3" cal. per 50 LF of frontage	Required	Provided
Ranch Trail	618.51 LF	13	13
County Line Road	454.64 LF	10	10

Parking Lot Landscape		Required	Provided
Parking Spaces	238	24	26
1 tree per 10 spaces			

**Tree Mitigation**

Primary tree inches removed - 38.5"  
 Secondary tree inches removed - 493" / 2 = 246.5"  
 Total protected inches removed - 285"

Diseased trees, ROW trees, preserved trees, and secondary trees under 11" not included in mitigation total

New mitigation inches provided - 150"  
 Remainder mitigation to be paid into tree fund - 135" (47.3%)

# EXISTING TREE LIST

	Number	Size	Type
ROW	2000	8" 8"	Hackberry
ROW	2001	13"	Cedar
ROW	2002	7" 10" 10"	Cedar
ROW	2003	16"	Cedar
ROW	2004	17"	Cedar
ROW	2005	15"	Cedar
ROW	2006	12"	Cedar
ROW	2007	16"	Cedar
ROW	2008	26"	Cedar
ROW	2009	10" 13" 18"	Cedar
ROW	2010	10"	Cedar
	2011	8"	Oak
	2012	12"	Hackberry
ROW	2013	10"	Cedar
ROW	2014	14" 20"	Cedar
*	2015	15" 14"	Cedar-Hackberry
*	2016	10"	Hackberry
*	2017	10"	Hackberry
*	2018	10"	Hackberry
*	2019	10"	Hackberry
*	2020	7" 10"	Hackberry
*	2021	13"	Cedar
	2022	22"	Cedar
	2023	12" 16"	Cedar
	2024	16"	Cedar
	2025	15"	Cedar
	2026	12"	Hackberry
D	2027	12"	Hackberry
	2028	11"	Cedar
	2029	22"	Hackberry
D	2030	27"	Cedar
	2031	8"	Hackberry
D	2032	10"	Hackberry
D	2033	16"	Hackberry
	2034	8"	Hackberry
*	2035	22"	Live Oak
D	2036	23"	Mulberry
D	2037	17"	Mulberry
D	2038	32"	Mulberry
D	2039	17"	Mulberry
D	2040	15"	Mulberry
	2041	18"	Oak
	2042	8"	Cedar
	2043	14"	Mulberry
	2044	12"	Hackberry
	2045	8" 10" 10"	Hackberry
	2046	10"	Hackberry
*	2047	16"	Cedar
*	2048	12"	Cedar
	2049	10"	Hackberry
	2050	10"	Hackberry
	2051	10" 10"	Hackberry
	2052	12"	Hackberry
	2053	8"	Hackberry
	2054	8"	Hackberry
	2055	10" 17"	Hackberry
	2056	7" 9"	Ash
	2057	11"	Hackberry
	2058	8"	Hackberry
	2059	8"	Hackberry
	2060	8"	Hackberry
	2061	7"	Hackberry
	2062	8"	Hackberry
	2063	8"	Hackberry
	2064	10"	Hackberry
	2065	8"	Hackberry
	2066	16"	Hackberry
	2067	8" 8" 10"	Hackberry
	2068	16"	Hackberry
	2069	8" 8"	Hackberry
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	2073	7" 9"	Hackberry
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	2079	9"	Hackberry
	2080	12"	Hackberry
	2081	9"	Hackberry
	2082	13"	Hackberry
	2083	8"	Hackberry
	2084	13"	Hackberry
	2085	11"	Cedar
	2086	13"	Cedar
*	2087	10"	Cedar
*	2088	10"	Cedar
*	2089	10"	Cedar
*	2090	10"	Cedar
*	2091	8"	Cedar
*	2092	12"	Cedar
*	2093	8" 12"	Cedar
*	2094	8"	Cedar
*	2095	10"	Cedar
	2096	10"	Cedar
	2097	10"	Cedar
	2098	12"	Cedar
	2099	10"	Cedar
	2100	8"	Cedar
	2101	10"	Cedar
	2102	10"	Cedar
	2103	8"	Cedar
	2104	15"	Cedar
	2105	10"	Hackberry
	2106	10"	Hackberry

D = DISEASED TREE  
 ROW = TREE IN RIGHT OF WAY  
 \* = PRESERVED TREE

**site integration studio**  
 Landscape Architecture - Sustainable Site Planning - Natural Resource Design

**John F. Murphy, ASLA**

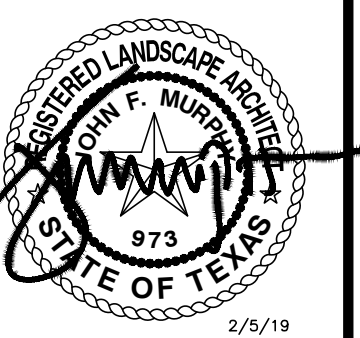
7529 Cross Gate Way  
 Tyler, TX 75703  
 john@siteint.com  
 scott@siteint.com

512.632.3822 - Tyler  
 512.589.9584 - Austin  
 www.siteint.com

TEXAS REGISTRATION #14199

**GLAY MOORE ENGINEERING**

PHONE: 017.28.0022  
 WWW.GLMENGINEERING.COM

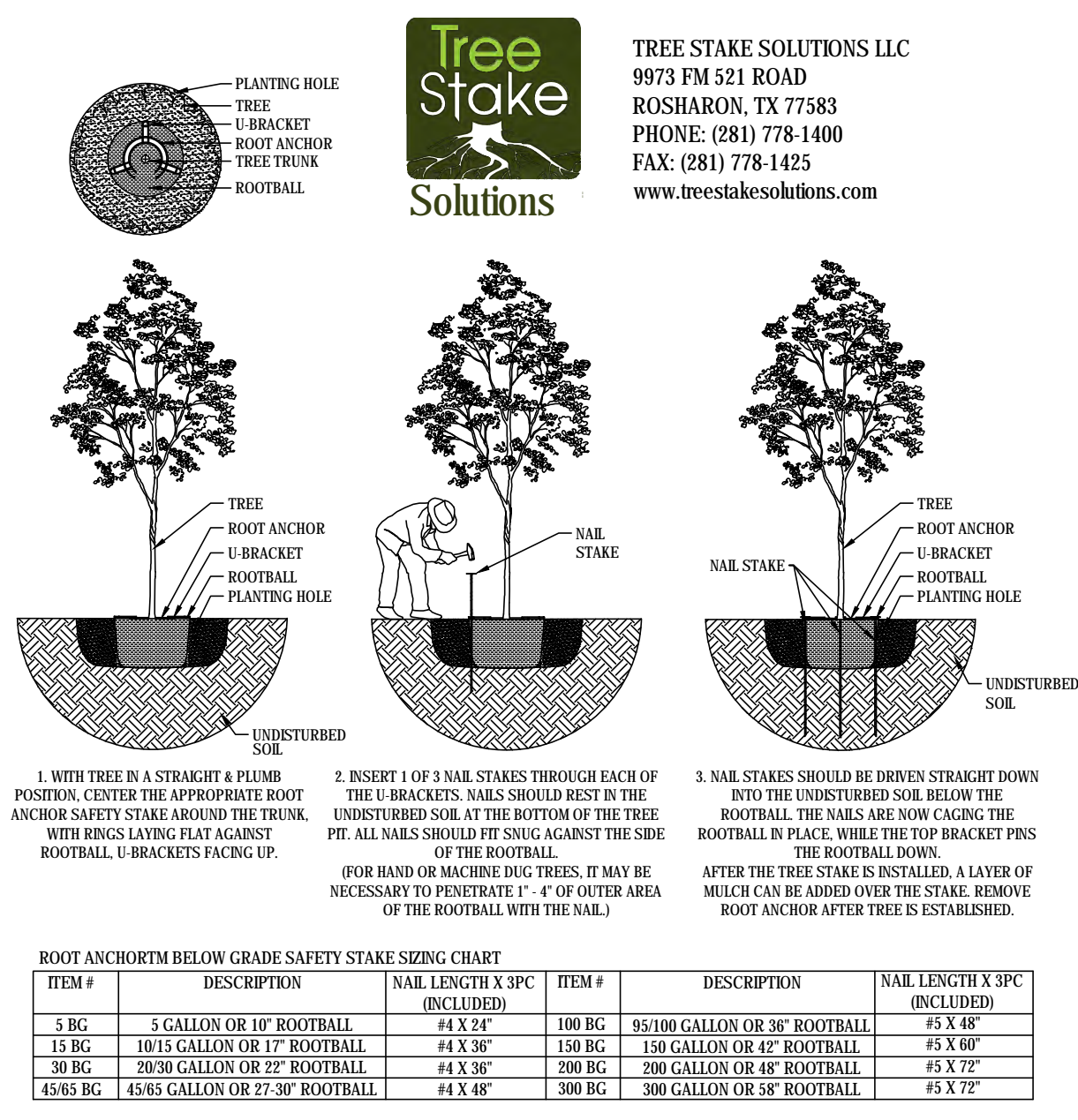


**RANCH TRAIL  
 ROCKWALL, TEXAS**

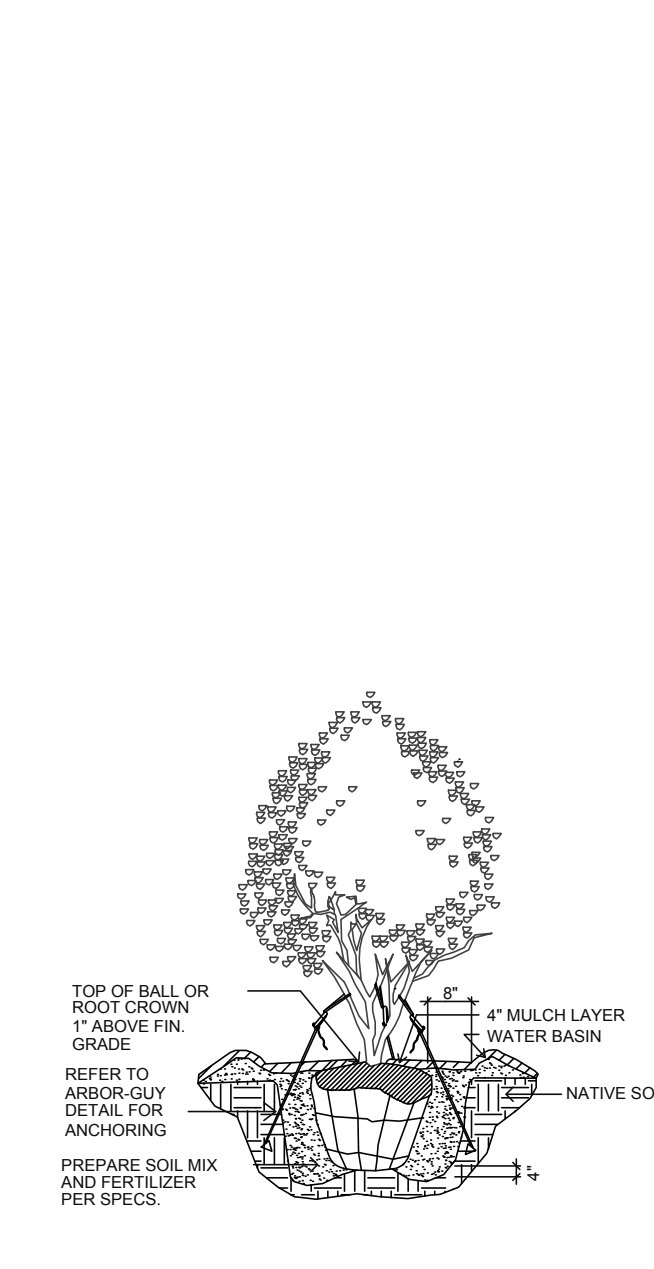
**LANDSCAPE DETAILS**

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DRAWN:	CWP
CHECKED:	CLC
DATE:	02/05/2019
SHEET	
<b>L-3</b>	
File No.	162 2019-001

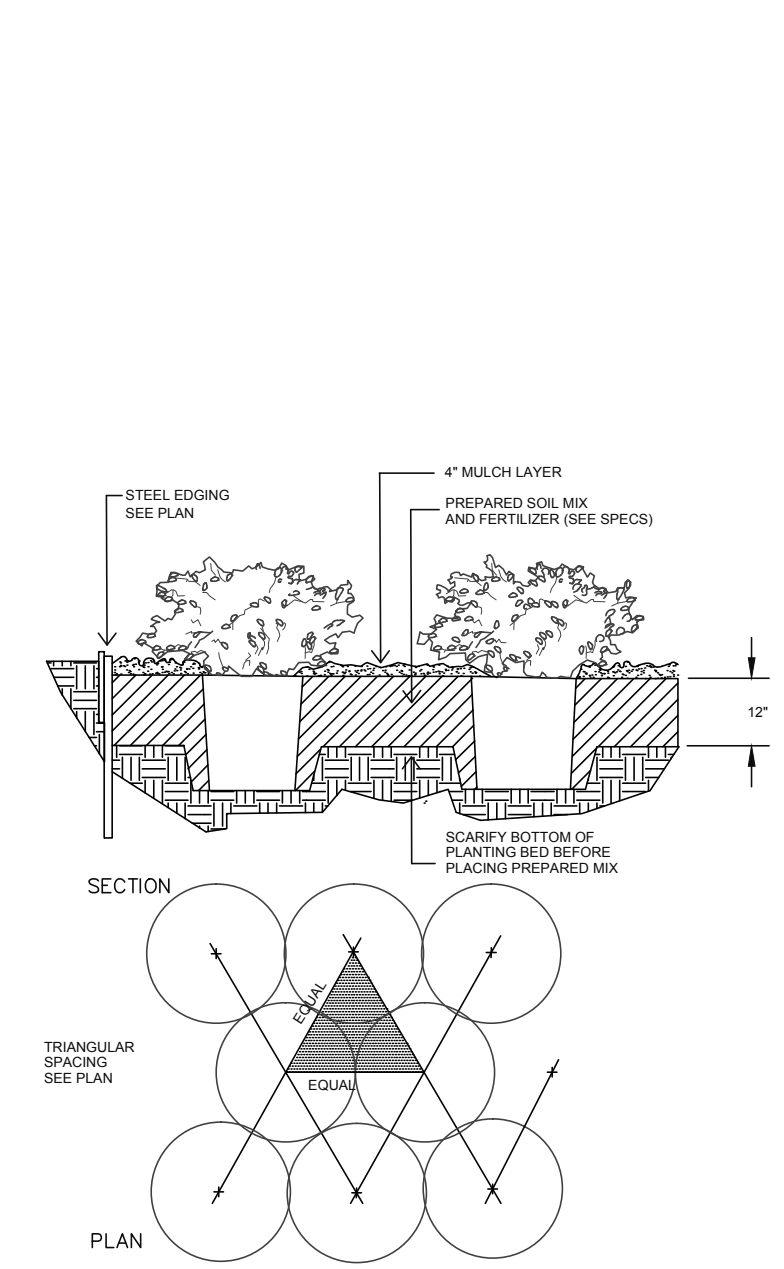
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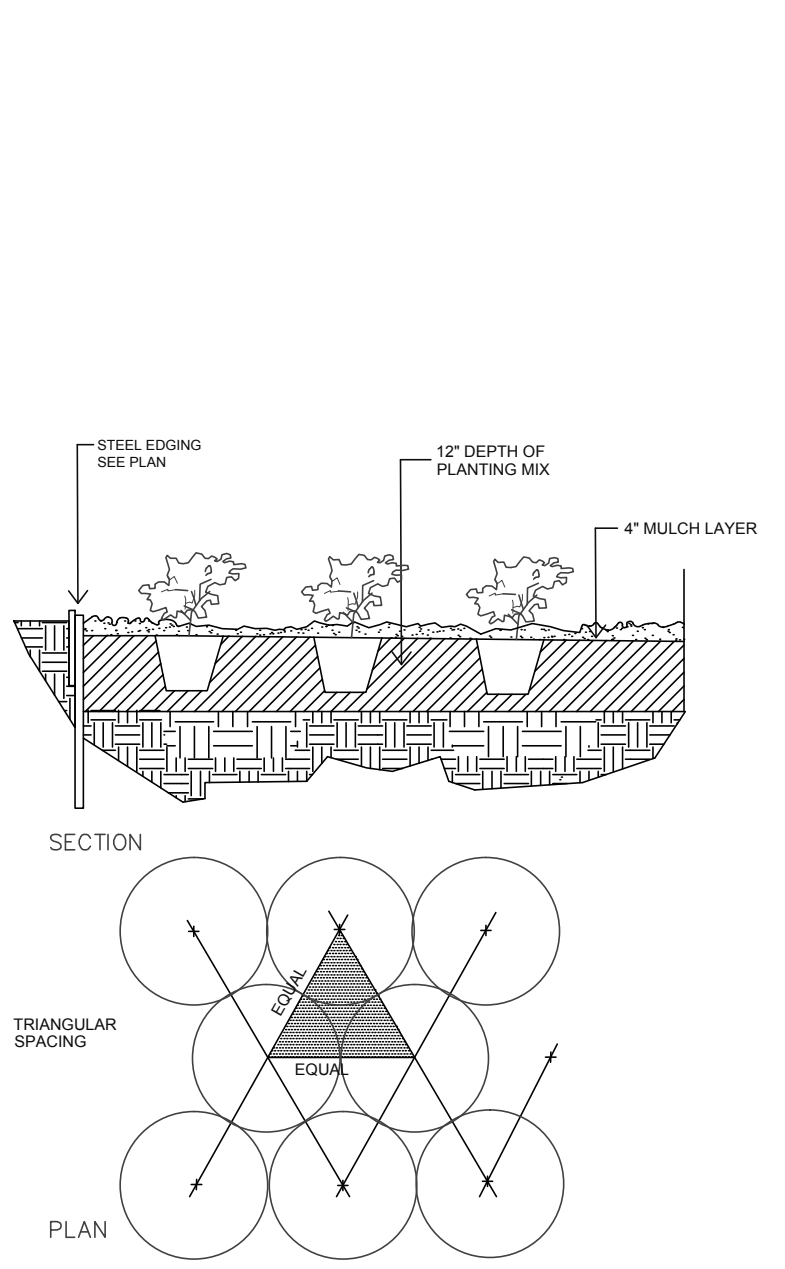
**1 CANOPY TREE PLANTING**  
 SCALE: NONE



**2 MULTI-TRUNK PLANTING**  
 SCALE: NONE



**3 SHRUB PLANTING**  
 SCALE: NONE



**4 GROUNDCOVER PLANTING**  
 SCALE: NONE

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Subject Property:

Hyatt Place  
1600 La Jolla Pointe Dr  
Rockwall, TX 75087

Ms. Cole,

Please accept this letter as our request to appear before the City Council at the February 19<sup>th</sup>, 2019 Council meeting.

We wish this audience to request permission to temporarily close Laguna Drive to allow the installation of a new outfall drain line on the existing storm water detention pond located on the subject property.

I have attached documentation that shows the extent of the work that needs to be done, the approximate location of the requested closure, and the traffic control plans necessary to route traffic around Laguna during the period of closure.

Because of the size and depth of the outflow piping, we will not be able to close only one lane of Laguna during the time the piping is being installed. The new piping has an inside diameter of 54 inches. It is round concrete pipe (RCP) so the outside dimension of the piping will be approximately 64 inches. This will require a ditch bed of approximately 7 to 8 feet in width to allow proper installation of the piping. Additionally, the flow line (bottom) of the new piping is scheduled to be approximately 15 feet below the surface of Laguna Dr. Because of this depth we will most probably be required to "bench" or slope back the sides of the ditch line to meet OSHA safety regulations, so the ditch line of this width and depth will require quite a large width opening at the surface of Laguna Dr.

Please see below verbiage copied from an email between Corey Caughron with Rumsey Construction, who is the utility contractor, and John Cranson with the City of Rockwall:

*John, we plan to start our excavation at the downhill side. We will remove a portion of the old pipe, dig to new depth and install the new pipe. We will continue this process working to the south as we cross La Jolla. As we approach Laguna we may need to close one lane to keep traffic from the excavator swing as we come up the embankment. This closure would only occur during working hours and be opened back at the end of the day.*

*Once we start open cutting Laguna the street will need to be completely closed as we cross it with the same process. The full closure is primarily due to depth and the safety of the workers and traveling public. We estimate this process will take 3-4 days to completely cross Laguna and have it safely backfilled. We will plan to put street plates over the excavation until paving has been poured back and*

*reaches appropriate cure time.*

*No dirt will be stored on the street, and the street will be kept free of debris and trash throughout the installation of the storm drain.*

*Please let me know if you have any other questions. Anything we can do to expedite approval of this process is greatly appreciated as we are in need of completing this work as soon as possible to not hold up the complete project.*

Thank you,  
3C  
Corey C. Caughron  
PH 214-614-8140

I hope this letter provides you with the necessary information. Please do not hesitate to contact me if additional information is required.

Sincerely,





Ralph Oltmann  
President,  
Mclenco Construction Services, Inc.

Attachments;  
Piping plan  
Traffic Control Plan



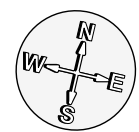
SPEED	TAPER	BUFFER	SIGN SPACING	DEVICE SPACING
30	180	85	120	30
35	245	120	160	35
40	320	170	240	40
45	540	220	320	45
50	600	280	400	50

**Legend**

-  Type III
-  Work Area

**Date:** 2/4/2019 **Author:** Jeff Schuessler **Project:** HYATT ROCKWALL ADDITION  
**Contractor :** RUMSEY **City:** ROCKWALL

**Comments:**  
 DEVICES SPACED ON 30 FT CENTERS



This plan is for illustrative purposes only and is not intended to relieve the contractor from the requirements of the contract documents or their responsibility to traffic



**MCLENCO**  
construction services

Hyatt Place  
Rockwall  
167

Print #190214079  
Date: 02/14/19  
Lat/Lon: 32.898341 -96.472308  
Order No. 67432  
Aerial Photography, Inc. 954-568-0484





**MCLENCO**  
construction services

Hyatt Place  
Rockwall  
168

Print #190214080  
Date: 02/14/19  
Lat/Lon: 32.898341 -96.472308  
Order No. 67432  
Aerial Photography, Inc. 954-568-0484





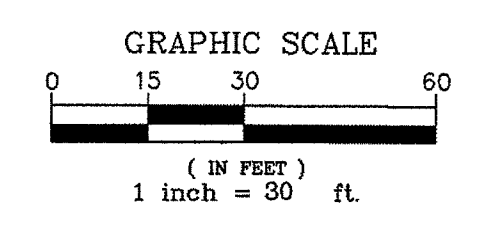
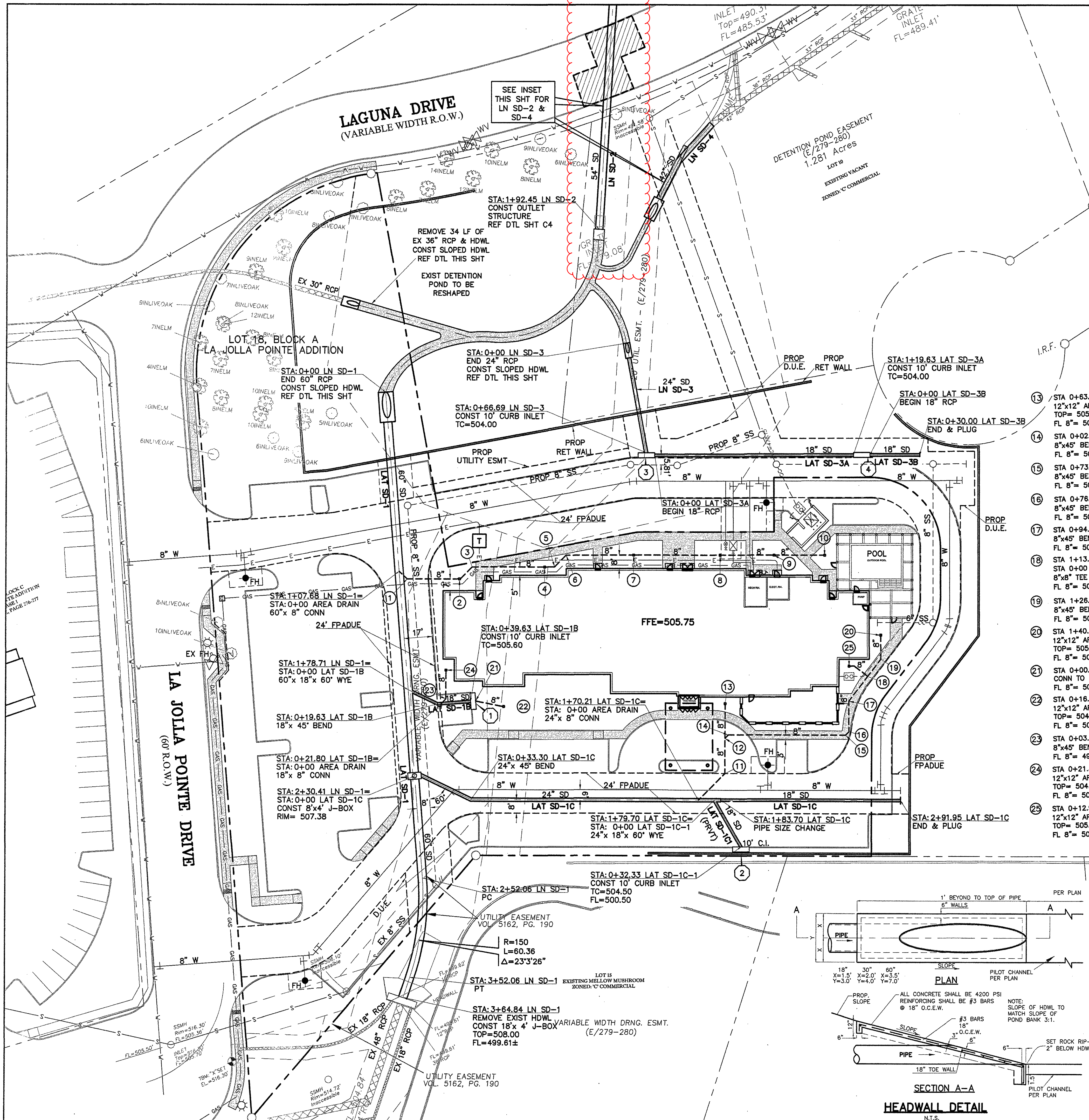


**MCLENCO**  
construction services

Hyatt Place  
Rockwall  
169

Print #190214081  
Date: 02/14/19  
Lat/Lon: 32.898341 -96.472308  
Order No. 67432  
Aerial Photography, Inc. 954-568-0484





EXISTING		PROPOSED	
---	PROPERTY LINE	---	PROPERTY LINE
---	PAVEMENT	---	PAVEMENT
W	WATER LINE	---	WATER LINE
S	EX. 8" WW	---	WASTE WATER
---	UNDERGROUND ELEC	---	UNDERGROUND ELEC
OHU	OVERHEAD ELEC	---	OVERHEAD ELEC
---	TELEPHONE LINE	---	TELEPHONE LINE
G	GAS LINE	---	GAS
---	STORM SEWER	---	STORM SEWER
---	INLET #	---	INLET #

**STORM SEWER NOTE SCHEDULE:**

- ① STA 0+06.62 'LN-1' 8"x45" BEND FL 8"= 483.72
- ② STA 0+38.11 'LN-1' 12"x12" AREA DRAIN TOP= 505.00 FL 8"= 498.99
- ③ STA 0+48.75 'LN-1' 8"x45" BEND FL 8"= 499.20
- ④ STA 0+92.33 'LN-1' 12"x12" AREA DRAIN TOP= 505.00 FL 8"= 500.07
- ⑤ STA 0+98.33 'LN-1' 8"x45" BEND FL 8"= 500.19
- ⑥ STA 1+08.23 'LN-1' 8"x45" BEND FL 8"= 500.39
- ⑦ STA 1+48.92 'LN-1' 12"x12" AREA DRAIN TOP= 505.00 FL 8"= 501.20
- ⑧ STA 2+00.97 'LN-1' 8"x45" BEND FL 8"= 502.24
- ⑨ STA 2+33.35 'LN-1' 12"x12" AREA DRAIN TOP= 505.00 FL 8"= 502.89
- ⑩ STA 2+63.85 'LN-1' 12"x12" AREA DRAIN TOP= 505.00 FL 8"= 503.50
- ⑪ STA 0+22.57 'LN-2' 8"x45" BEND FL 8"= 501.26
- ⑫ STA 0+43.59 'LN-2' STA 0+00.00 'LN-3' 8"x45" WYE FL 8"= 501.90
- ⑬ STA 0+63.70 'LN-2' 12"x12" AREA DRAIN TOP= 505.00 FL 8"= 502.50
- ⑭ STA 0+02.82 'LN-3' 8"x45" BEND FL 8"= 501.93
- ⑮ STA 0+73.41 'LN-3' 8"x45" BEND FL 8"= 502.74
- ⑯ STA 0+78.23 'LN-3' 8"x45" BEND FL 8"= 502.77
- ⑰ STA 0+94.57 'LN-3' 8"x45" BEND FL 8"= 502.98
- ⑱ STA 1+13.16 'LN-3' STA 0+00 'LN-8' 8"x8" TEE FL 8"= 503.19
- ⑲ STA 1+26.11 'LN-3' 8"x45" BEND FL 8"= 503.34
- ⑳ STA 1+40.58 'LN-3' 12"x12" AREA DRAIN TOP= 505.50 FL 8"= 503.50
- ㉑ STA 0+00.00 'LN-4' CONN TO C.I. FL 8"= 500.00
- ㉒ STA 0+16.85 'LN-4' 12"x12" AREA DRAIN TOP= 504.00 FL 8"= 502.50
- ㉓ STA 0+03.99 'LN-5' 8"x45" BEND FL 8"= 496.32
- ㉔ STA 0+21.32 'LN-5' 12"x12" AREA DRAIN TOP= 504.70 FL 8"= 501.70
- ㉕ STA 0+12.92 'LN-6' 12"x12" AREA DRAIN TOP= 505.50 FL 8"= 503.50

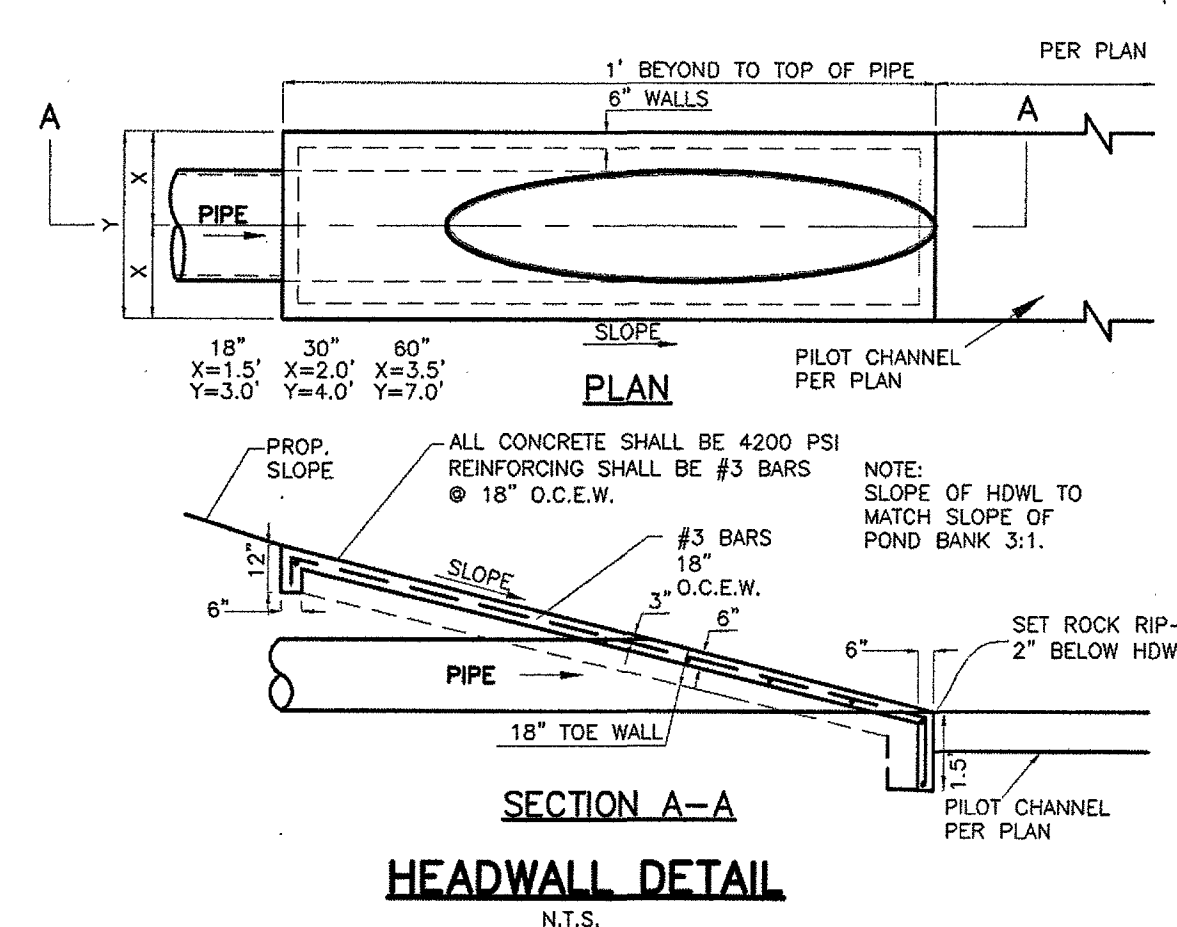
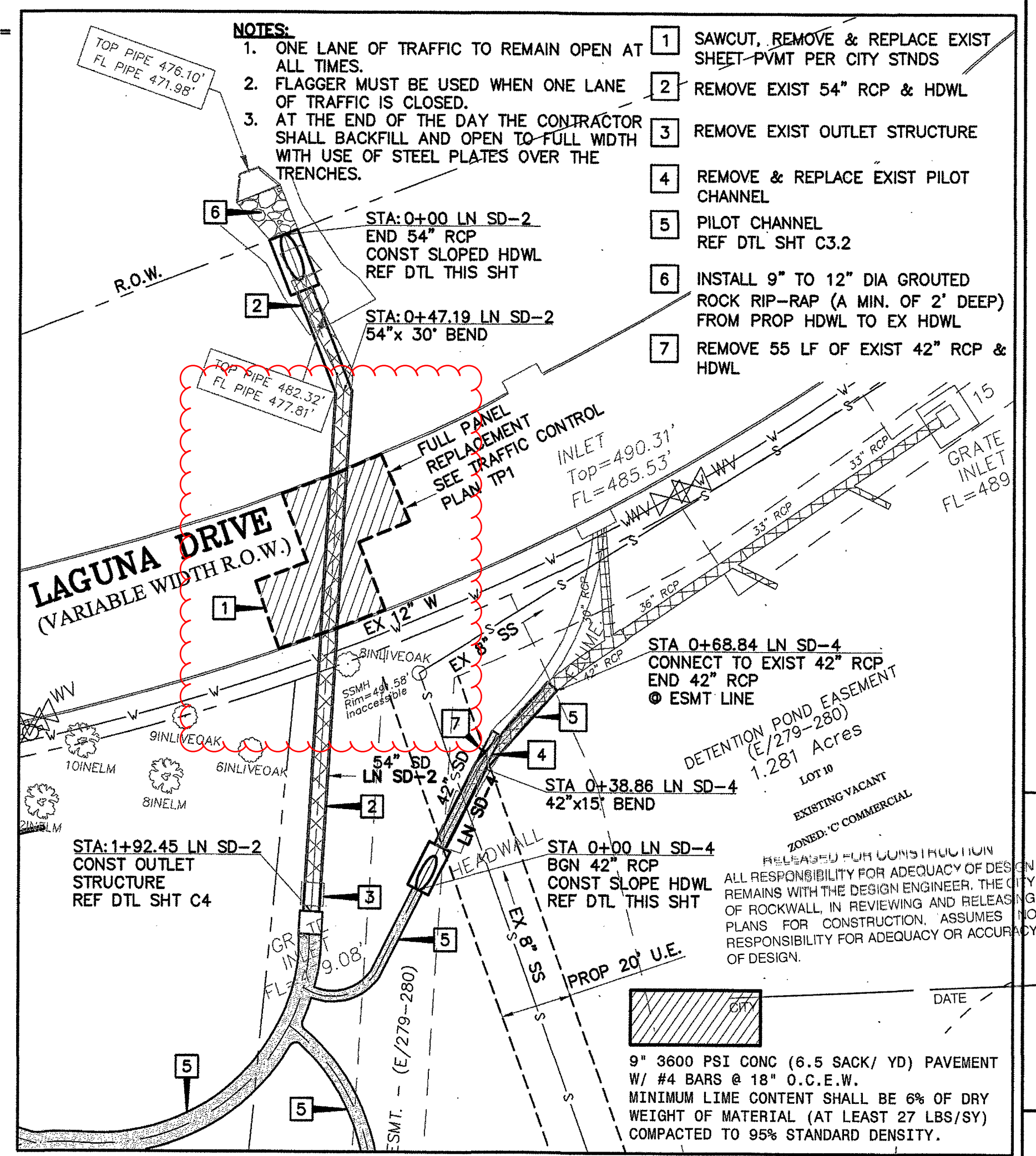
BENCHMARK - TBM1	
ELEV.	516.30
MON.	CUT X IN CONC
LOC.	CUT X IN TOP OF INLET NEAR S.W. PROP CORNER OF LOT 18, BLOCK A OF LA JOLLA POINTE ADDITION

**NOTES:**

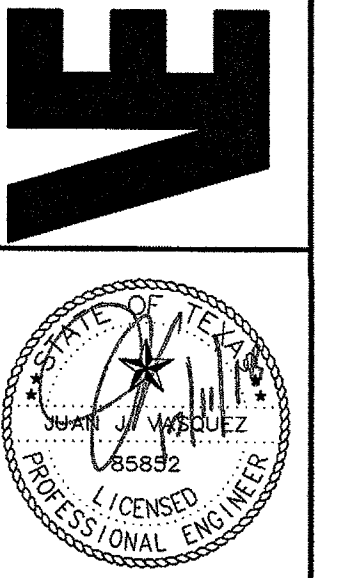
1. TOPOGRAPHIC SURVEY PROVIDED BY SELLER.
2. SEE SHEET C6.1 - C6.2 FOR GRADING PLAN.
3. SEE SHEETS C6.2 - C6.3 FOR STORM SEWER PROFILES.
4. SEE SHEET 07.1 FOR OTHER SITE UTILITIES.

**STORM SEWER NOTES:**

1. ALL CONSTRUCTION SHALL BE PER THE CITY'S AND NCTCOG (4TH EDITION) REQUIREMENTS.
2. ALL STORM SEWER SHALL 18" AND GREATER SHALL BE CL III RCP. STORM SEWER LESS THAN 18" SHALL PVC/HDPE UNLESS OTHERWISE NOTED ON THE PLANS.
4. ALL TRENCHING SHALL BE IN ACCORDANCE WITH THE LATEST OSHA STANDARDS AND SPECIFICATIONS.
5. ALL CONCRETE PIPE JOINTS SHALL BE SEALED WITH RAMNECK OR EQUIVALENT.
6. CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS PRIOR TO CONNECTING TO EXISTING STRUCTURES.
7. GROUT ALL PIPE CONNECTIONS AT STRUCTURES TO PROVIDE A WATERTIGHT SEAL.
8. ADJUST ALL UTILITY APPURTENANCES TO FINAL GRADE.
9. ALL PRIVATE STORM SEWER TO BE MAINTAINED AND REPAIRED BY THE OWNER.



**VASQUEZ ENGINEERING, L.L.C.**  
 1919 S. Shiloh Road  
 Suite 440, LB 44  
 Garland, Texas 75042  
 Ph: 972-276-2948  
 TX Registration # F-12266



**DEVELOPER:**  
**ROCKWALL INN KEEPERS I, LTD.**  
 6176 FM 2011  
 LONGVIEW, TX 75063

**STORM SEWER PLAN**  
 LOT 18, BLOCK A  
 LA JOLLA POINTE ADDITION  
 ROCKWALL, TEXAS

Scale: 1" = 30'  
 Designed by: JUV  
 Drawn by: JUV  
 Checked by: JUV  
 08-01/09/06/01 STORM SEWER PLAN.dwg  
 Date: 10/11/2018

SHEET  
**C6.1**

# Trench and Excavation Safety Plan

for:

Hyatt Place  
Rockwall, Texas

Prepared for :

RUMSEY CONSTRUCTION  
4329 REEDER DR.  
CARROLLTON, TEXAS 75010  
214-614-8140  
FAX 214-556-1110

Prepared by :

TRILLIANT ENGINEERING  
SEAN FAULKNER, P.E.  
2713 BISSONET DRIVE  
DENTON, TEXAS 76210  
469-951-7417  
TBPE FIRM NO. 12380



Preparation Date:

November 15, 2018

## **1926, Subpart P**

### **Excavation Safety Program**

The following excavation safety program is provided only as a guide to assist employers and employees in complying with the requirements of OSHA's Excavation Standard, 29 CFR 1926, Subpart P, as well as to provide other helpful information. It is not intended to supersede the requirements of the standard. An employer should review the standard for particular requirements which are applicable to their individual situation and make adjustments to this program that are specific to their company. An employer will need to add information relevant to their particular facility in order to develop an effective, comprehensive program.

**1926, Subpart P**  
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- II. Assignment of Responsibility
  - A. Employer
  - B. Program Manager
  - C. Employees
- III. Training
  - A. Training Schedule
  - B. Training Components
  - C. Training and Duties of Program Manager
- IV. Excavation Requirements
  - A. Utilities and Pre-Work Site Inspection
  - B. Surface Encumbrances
  - C. Underground Installations
  - D. Protection of the Public
  - E. Protection of Employees
  - F. Exposure to Vehicular Traffic
  - G. Exposure to Falling Loads
  - H. Warning System for Mobile Equipment
  - I. Hazardous Atmospheres
  - J. Personal Protective Equipment
  - K. Walkways and Guardrails
  - L. Protection from Water Accumulation Hazards
  - M. Stability of Adjacent Structures
  - N. Protection from Falling Objects and Loose Rocks or Soil
  - O. Inspection by Program Manager
- V. Protective System Requirements
  - A. Protection of Employees
  - B. Design of Sloping and Benching Systems
  - C. Design of Support, Shield, and Other Protective Systems
  - D. Materials and Equipment
  - E. Installation and Removal of Supports
  - F. Sloping and Benching Systems
  - G. Shield Systems
- VI. Accident Investigations
- VII. Changes to Program
- VIII. Glossary

**Excavation Safety Program  
for  
Rumsey Site Construction**

**I. OBJECTIVE**

This Excavation Safety Program has been developed to protect employees from safety hazards that may be encountered during work in trenches and excavations. This program is intended to assure that:

- A. Employees who perform work in excavations are aware of their responsibilities and know how to perform the work safely.
- B. **Rumsey Site Construction** has appointed one or more individuals within the company to assure compliance with the requirements of this program.
- C. The responsibilities of **Responsible Person(s)** and workers are clearly detailed.
- D. All persons involved in excavation and trenching work have received appropriate training in the safe work practices that must be followed when performing this type of work.

**II. ASSIGNMENT OF RESPONSIBILITY**

A. Employer

In administering the Excavation Safety Program, **Rumsey Site Construction** will:

- 1. Monitor the overall effectiveness of the program.
- 2. Provide atmospheric testing and equipment selection as needed.
- 3. Provide personal protective equipment as needed.
- 4. Provide protective systems as needed.
- 5. Provide training to affected employees and supervisors.
- 6. Provide technical assistance as needed.
- 7. Preview and update the program on at least an annual basis, or as needed.
- 8. Assign a **Responsible Person** who shall be a competent person (as defined in 29 CFR 1926.650(b) to oversee safety.

B. Program Manager

- 1. The procedures described in this program are followed.
- 2. Employees entering excavations or trenches are properly trained and equipped to perform their duties safely.
- 3. All required inspections, tests, and recordkeeping functions have been performed.

C. Employees

All employees, including contractor personnel, who work in or around excavations must

comply with the requirements of this program. Employees are responsible for reporting hazardous practices or situations to **Rumsey Site Construction** management, as well as reporting incidents that cause injury to themselves or other employees to the **Responsible Person**.

### III. TRAINING

#### A. Training Schedule

1. All personnel involved in trenching or excavation work shall be trained in the requirements of this program by the **Responsible Person** with assistance from the appropriate supervisors.
2. Training shall be performed before employees are assigned duties in excavations.
3. Retraining will be performed when work site inspections indicate that an employee does not have the necessary knowledge or skills to safely work in or around excavations, or when changes to this program are made.
4. Training records will be maintained by the **Responsible Person**, and shall include:
  - a. date of the training program;
  - b. name(s) of the instructor(s) who conducted the training;
  - c. a copy of the written material presented; and
  - d. name(s) of the employee(s) who received the training.

#### B. Training Components

The training provided to all personnel who perform work in excavations shall include:

1. The work practices that must be followed during excavating or working in excavations.
2. The use of personal protective equipment that will typically be required during work in excavations, including but not limited to safety shoes, hardhats, and fall protection devices.
3. Procedures to be followed if a hazardous atmosphere exists or could reasonably be expected to develop during work in an excavation.
4. The OSHA Excavation Standard, 29 CFR 1926, Subpart P.
5. Emergency and non-entry rescue methods, and the procedure for calling rescue services.
6. **Rumsey Site Construction** policy on reporting incidents that cause injury to employees.

#### C. Training and Duties of Program Manager

The Program Manager, the **Responsible Person**, shall receive the training detailed in this program as well as training on the requirements detailed in the OSHA Excavation Standard. The Program Manager shall:

1. Coordinate, actively participate in, and document the training of all employees affected by this program.
2. Ensure on a daily basis, or more often as detailed in this program, that worksite conditions are safe for employees to work in excavations.
3. Determine the means of protection that will be used for each excavation project.
4. Ensure, if required, that the design of a protective system has been completed and approved by a registered professional engineer before work begins in an excavation.
5. Make available a copy of this program and the OSHA Excavation Standard to any employee who requests it.

#### IV. EXCAVATION REQUIREMENTS

##### A. Utilities and Pre-Work Site Inspection

Prior to excavation, the site shall be thoroughly inspected by the **Responsible Person** to determine if special safety measures must be taken.

##### B. Surface Encumbrances

All equipment, materials, supplies, permanent installations (i.e., buildings or roadways), trees, brush, boulders, and other objects at the surface that could present a hazard to employees working in the excavation shall be removed or supported as necessary to protect employees.

##### C. Underground Installations

1. The location of sewer, telephone, fuel, electric, water, or any other underground installations or wires that may be encountered during excavation work shall be determined and marked prior to opening an excavation. Arrangements shall be made as necessary by Responsible Person with the appropriate utility entity for the protection, removal, shutdown, or relocation of underground installations.
2. If it is not possible to establish the exact location of these installations, the work may proceed with caution if detection equipment or other safe and acceptable means are used to locate the utility.
3. Excavation shall be done in a manner that does not endanger the underground installations or the employees engaged in the work. Utilities left in place shall be protected by barricades, shoring, suspension, or other means as necessary to protect employees.

##### D. Protection of the Public



Barricades, walkways, lighting, and posting shall be provided as necessary for the protection of the public prior to the start of excavation operations.

1. Guardrails, fences, or barricades shall be provided on excavations adjacent to walkways, driveways, and other pedestrian or vehicle thoroughfares. Warning lights or other illumination shall be maintained as necessary for the safety of the public and employees from sunset to sunrise.
2. Wells, holes, pits, shafts, and all similar hazardous excavations shall be effectively barricaded or covered and posted as necessary to prevent unauthorized access. All temporary excavations of this type shall be backfilled as soon as possible.
3. Walkways or bridges protected by standard guardrails shall be provided where employees and the general public are permitted to cross over excavations. Where workers in the excavation may pass under these walkways or bridges, a standard guardrail and toeboard shall be used to prevent the hazard of falling objects. Information on the requirements for guardrails and toeboards may be obtained by contacting the ***Responsible Person***.

E. Protection of Employees

Stairs, ladders, or ramps shall be provided at excavation sites where employees are required to enter trench excavations over five (5) feet deep. The maximum distance of lateral travel (along the length of the trench) necessary to reach the means of egress shall not exceed 25 feet.

1. Structural Ramps

- a. Structural ramps used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for access or egress of equipment shall be designed by a person qualified in structural design, and shall be constructed in accordance with the design.
- b. Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent movement or displacement.
- c. Structural members used for ramps and runways shall be of uniform thickness.
- d. Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.
- e. Structural ramps used in place of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

2. Ladders

- a. When portable ladders are used, the ladder side rails shall extend a minimum of three (3) feet above the upper surface of the excavation,

- b. Ladders shall have nonconductive side rails if work will be performed near exposed energized equipment or systems.
- c. Two or more ladders, or a double-cleated ladder, will be provided where 25 or more employees will be conducting work in an excavation where ladders serve as the primary means of egress, or where ladders serve two-way traffic.
- d. Ladders will be inspected prior to use for signs of damage or defects. Damaged ladders will be removed from service and marked with “Do Not Use” until repaired.
- e. Ladders shall be used only on stable and level surfaces unless secured. Ladders placed in any location where they can be displaced by workplace activities or traffic shall be secured, or barricades shall be used to keep these activities away from the ladders.
- f. Non self-supporting ladders shall be positioned so that the foot of the ladder is one-quarter of the working length away from the support.
- g. Employees are not permitted to carry any object or load while on a ladder that could cause them to lose their balance and fall.

#### F. Exposure to Vehicular Traffic

Employees exposed to vehicular traffic shall be provided with, and shall wear warning vests or other suitable garments marked with or made of reflectorized or high-visibility material. Warning vests worn by flagmen shall be red or orange, and shall be reflectorized material if worn during night work. Emergency lighting, such as spotlights or portable lights, shall be provided as needed to perform work safely.

#### G. Exposure to Falling Loads

No employee is permitted underneath loads being handled by lifting or digging equipment. Employees are required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles provide adequate protection for the operator during loading and unloading operations.

#### H. Warning System for Mobile Equipment

A warning system shall be used when mobile equipment is operated adjacent to the edge of an excavation if the operator does not have a clear and direct view of the edge of the excavation. The warning system shall consist of barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

#### I. Hazardous Atmospheres

The **Responsible Person** will test the atmosphere in excavations over five (5) feet deep if a hazardous atmosphere exists or could reasonably be expected to exist. A hazardous atmosphere could be expected, for example, in excavations in landfill areas, areas where hazardous

substances are stored nearby, or near areas containing gas pipelines.

1. Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or forced ventilation of the workspace.
2. Forced ventilation or other effective means shall be used to prevent employee exposure to an atmosphere containing a flammable gas in excess of ten (10) percent of the lower flammability limit of the gas.
3. When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, continuous air monitoring will be performed by the **Responsible Person**. The device used for atmospheric monitoring shall be equipped with an audible and visual alarm.
4. Atmospheric testing will be performed using a properly calibrated direct reading gas monitor. Direct reading gas detector tubes or other acceptable means may also be used to test potentially toxic atmospheres.
5. Each atmospheric testing instrument shall be calibrated by the **Responsible Person** on a schedule and in the manner recommended by the manufacturer. In addition:
  - a. Any atmospheric testing instrument that has not been used within 30 days shall be recalibrated prior to use.
  - b. Each atmospheric testing instrument shall be calibrated at least every six (6) months.
6. Each atmospheric testing instrument will be field checked immediately prior to use to ensure that it is operating properly.

#### J. Personal Protective Equipment

1. All employees working in trenches or excavations shall wear approved hardhats and steel-toed shoes or boots.
2. Employees exposed to flying fragments, dust or other materials produced by drilling, sawing, sanding, grinding, and similar operations shall wear approved safety glasses with side shields.
3. Employees performing welding, cutting, or brazing operations, or are exposed to the hazards produced by these tasks, shall wear approved spectacles or a welding faceshield or helmet, as determined by the **Responsible Person**.
4. Employees entering bell-bottom pier holes or other similar deep and confined footing excavations shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used to handle materials and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

5. Employees shall wear, as determined by the **Responsible Person**, approved gloves or other suitable hand protection.
6. Employees using or working in the immediate vicinity of hammer drills, masonry saws, jackhammers, or similar high-noise producing equipment shall wear suitable hearing protection, as determined by the **Responsible Person**.
7. Each employee working at the edge of an excavation six (6) feet or more deep shall be protected from falling. Fall protection shall include guardrail systems, fences, barricades, covers, or a tie-back system meeting OSHA requirements, as determined by the **Responsible Person**.
8. Emergency rescue equipment, such as breathing apparatus, a safety harness and line, and a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may develop during work in an excavation. This equipment shall be attended when in use. Only personnel who have received approved training and have appropriate equipment shall attempt retrieval that would require entry into a hazardous atmosphere. If entry into a known hazardous atmosphere must be performed, then the **Responsible Person** shall be given advance notice so that the hazards can be evaluated and rescue personnel placed on standby if necessary.

#### K. Walkways and Guardrails

Walkways shall be provided where employees or equipment are permitted to cross over excavations. Guardrails shall be provided where walkways, accessible only to on-site project personnel, are six (6) feet or more above lower levels.

#### L. Protection from Water Accumulation Hazards

1. Employees are not permitted to work in excavations that contain or are accumulating water unless precautions have been taken to protect them from the hazards posed by water accumulation. Precautions may include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of safety harnesses and lifelines.
2. If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operation shall be monitored by a person trained in the use of that equipment.
3. If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation. Precautions shall also be taken to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains shall be reinspected by the **Responsible Person** after each rain incident to determine if additional precautions, such as special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of safety harnesses and lifelines, should be used.

4. The **Responsible Person** shall inform affected workers of the precautions or procedures that are to be followed if water accumulates or is accumulating in an excavation.

#### M. Stability of Adjacent Structures

The **Responsible Person** will determine if the excavation work could affect the stability of adjoining buildings, walls, sidewalks, or other structures.

1. Support systems (such as shoring, bracing, or underpinning) shall be used to assure the stability of structures and the protection of employees where excavation operations could affect the stability of adjoining buildings, walls, or other structures.
2. Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to employees shall not be permitted, except when:
  - a. a support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure;
  - b. the excavation is in stable rock;
  - c. a registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or
  - d. a registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.
3. Sidewalks, pavements, and appurtenant structures shall not be undermined unless a support system or other method of protection is provided to protect employees from the possible collapse of such structures.
4. Where review or approval of a support system by a registered professional engineer is required, the **Responsible Person** shall secure this review and approval in writing before the work begins.

#### N. Protection from Falling Objects and Loose Rocks or Soil

1. Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of:
  - a. scaling to remove loose material;
  - b. installation of protective barricades, such as wire mesh or timber, at appropriate intervals on the face of the slope to stop and contain falling material; or

- c. benching sufficient to contain falling material.
2. Excavation personnel shall not be permitted to work above one another where the danger of falling rock or earth exists.
3. Employees shall be protected from excavated materials, equipment, or other materials that could pose a hazard by falling or rolling into excavations.
4. Protection shall be provided by keeping such materials or equipment at least two (2) feet from the edge of excavations, by use of restraining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.
5. Materials and equipment may, as determined by the **Responsible Person**, need to be stored further than two (2) feet from the edge of the excavation if a hazardous loading condition is created on the face of the excavation.
6. Materials piled, grouped, or stacked near the edge of an excavation must be stable and self-supporting.

#### O. Inspection by Program Manager

1. The Program Manager, the **Responsible Person**, shall conduct daily inspections of excavations, adjacent areas, and protective systems for evidence of a situation that could result in possible cave-ins, failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the **Responsible Person** prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard-increasing occurrence. These inspections are only required when the trench will be or is occupied by employees.
2. Where the **Responsible Person** finds evidence of a situation that could result in a possible cave-in, failure of protective systems, hazardous atmosphere, or other hazardous conditions, exposed employees shall be removed from the hazardous area until precautions have been taken to assure their safety.
3. The **Responsible Person** shall maintain a written log of all inspections conducted. This log shall include the date, work site location, results of the inspection, and a summary of any action taken to correct existing hazards.

## V. PROTECTIVE SYSTEM REQUIREMENTS

### A. Protection of Employees

1. Employees in an excavation shall be protected from cave-ins by using either an adequate sloping and benching system or an adequate support or protective system. The only exceptions are:
  - a. excavations made entirely in stable rock; or

b. excavations less than five (5) feet in depth where examination of the ground by the **Responsible Person** provides no indication of a potential cave-in.

2. Protective systems shall be capable of resisting all loads that could reasonably be expected to be applied to the system.

## B. Design of Sloping and Benching Systems

The slope and configuration of sloping and benching systems shall be selected and constructed by the **Responsible Person** in accordance with the following options:

### 1. Allowable configurations and slopes

a. Excavations shall be sloped at an angle no steeper than one and one-half (1 ½) horizontal to one (1) vertical (34 degrees measured from the horizontal), unless one of the options listed below is used.

b. Slopes shall be properly excavated depending on soil type as shown in 29 CFR 1926, Subpart P, Appendix B.

### 2. Determination of slopes and configurations using 29 CFR 1926, Subpart P, Appendices A and B

The maximum allowable slopes and allowable configurations for sloping and benching systems shall meet the requirements set forth in these appendices.

### 3. Designs using other tabulated data

The design of sloping or benching systems may be selected from, and shall be constructed in accordance with, other tabulated data, such as tables and charts. The tabulated data used must be in written form and include the following:

a. Identification of the factors that affect the selection of a sloping or benching system.

b. Identification of the limits of the use of the data, including the maximum height and angle of the slopes determined to be safe.

c. Other information needed by the user to make correct selection of a protective system.

d. At least one copy of the tabulated data that identifies the registered professional engineer who approved the data shall be maintained at the jobsite during construction of the protective system. After that time, the data may be stored off the jobsite, and shall be maintained by the **Responsible Person**.

### 4. Design by a registered professional engineer

a. Sloping or benching systems designed in a manner other than those described

in the preceding three options shall be approved by a registered professional engineer.

b. Designs shall be in written form and shall include at least the following information:

- i. the maximum height and angle of the slopes that were determined to be safe for a particular project; and
- ii. the identity of the registered professional engineers who approved the design.

c. At least one copy of the design shall be maintained at the jobsite while the slope is being constructed. After that time, the design may be stored off the jobsite, and shall be maintained by the **Responsible Person**.

### C. Design of Support, Shield, and Other Protective Systems

The design of support systems, shield systems, and other protective systems shall be selected and constructed by the **Responsible Person** in accordance with the following requirements:

#### 1. Designs using 29 CFR 1926, Subpart P, Appendices A, C and D

- a. Timber shoring in trenches shall be designed in accordance with the requirements of the OSHA guidelines.
- b. Aluminum hydraulic shoring shall be designed in accordance with the manufacturer's tabulated data or the requirements of the OSHA guidelines.

#### 2. Designs using manufacturer's tabulated data

- a. Support systems, shield systems, and other protective systems designed from manufacturer's tabulated data shall be constructed and used in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.
- b. Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall be allowed only after the manufacturer issues specific written approval.
- c. Manufacturer's specifications, recommendations, and limitations, as well as the manufacturer's written approval to deviate from the specifications, recommendations, and limitations, shall be kept in written form at the jobsite during construction of the protective system(s). After that time, the information may be stored off the jobsite, and shall be maintained by the **Responsible Person**.

#### 3. Designs using other tabulated data



Designs of support systems, shield systems, and other protective systems shall be selected from and constructed in accordance with tabulated data, such as tables and charts.

- a. The tabulated data shall be in written form and shall include all of the following:
  - i. identification of the factors that affect the selection of a protective system drawn from such data;
  - ii. identification of the limits of the use of such data; and
  - iii. information needed by the user to make a correct selection of a protective system from the data.
- b. At least one written copy of the tabulated data, which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time, the data may be stored off the jobsite, and shall be maintained by the **Responsible Person**.

#### 4. Design by a registered professional engineer

Support systems, shield systems, and other protective systems designed in a manner other than the preceding three options shall be approved by a registered professional engineer.

- a. Designs shall be in written form and shall include:
  - i. a plan indicating the sizes, types, and configurations of the materials to be used in the protective system; and
  - ii. the identity of the registered professional engineer who approved the design.
- b. At least one copy of the design shall be maintained at the jobsite during construction of the protective system. After that time, the design may be stored off the jobsite, and shall be maintained by the **Responsible Person**.

#### D. Materials and Equipment

1. Materials and equipment used for protective systems shall be free from damage or defects that might affect their proper function.
2. Manufactured materials and equipment used for protective systems shall be used and maintained in accordance with the recommendations of the manufacturer, and in a manner that will prevent employee exposure to hazards.
3. When materials or equipment used for protective systems are damaged, the **Responsible Person** shall ensure that these systems are examined by a competent person

to evaluate suitability for continued use. If the competent person cannot assure that the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be removed from service. The material or equipment shall then be evaluated and approved by a registered professional engineer before being returned to service.

## E. Installation and Removal of Supports

### 1. General

- a. Members of support systems shall be securely connected together to prevent sliding, falling, kickouts, or other potential hazards.
- b. Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support systems.
- c. Individual members of the support systems shall not be subjected to loads exceeding those that they were designed to support.
- d. Before temporary removal of individual support members begins, additional precautions shall be taken as directed by the **Responsible Person** to ensure the safety of employees (i.e., the installation of other structural members to carry the loads imposed on the support system).
- e. Removal of support systems shall begin at, and progress from, the bottom of the excavation. Members shall be released slowly. If there is any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation, the work shall be halted until it can be examined by the **Responsible Person**.
- f. Backfilling shall progress in conjunction with the removal of support systems from excavations.

### 2. Additional Requirements

- a. Excavation of material to a level no greater than two (2) feet below the bottom of the members of a support system is allowed, but only if the system is designed to resist the forces calculated for the full depth of the trench. There shall be no indications of a possible loss of soil from behind or below the bottom of the support system while the trench is open.
- b. Installation of a support system shall be closely coordinated with the excavation of trenches.

## F. Sloping and Benching System

Employees are not permitted to work above other employees in the faces of sloped or benched systems, except when employees at lower levels are protected from the hazards of falling,

rolling, or sliding material or equipment.

## G. Shield Systems

### 1. General

- a. Shield systems shall not be subjected to loads that are greater than those they are designed to withstand.
- b. Shields shall be installed in a manner that will restrict lateral or other hazardous movement of the shield and could occur during cave-in or unexpected soil movement.
- c. Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.
- d. Employees are not permitted in trenches when shields are being installed, removed, or moved vertically.

### 2. Additional Requirements

- a. Excavation of material to a level no greater than two (2) feet below the bottom of the shield system is allowed, but only if the system is designed to resist the forces calculated for the full depth of the trench.
- b. There shall be no indications of a possible loss of soil from behind or below the bottom of the shield system while the trench is open.

## VI. ACCIDENT INVESTIGATIONS

All incidents that result in injury to workers, as well as near misses, regardless of their nature, shall be reported and investigated. Investigations shall be conducted by the **Responsible Person** as soon after an incident as possible to identify the cause and means of prevention to eliminate the risk of reoccurrence.

In the event of such an incident, the Excavation Safety Program shall be reevaluated by the **Responsible Person** to determine if additional practices, procedures, or training are necessary to prevent similar future incidents.

## VII. CHANGES TO PROGRAM

Any changes to the Excavation Safety Program shall be approved by the **Responsible Person**, and shall be reviewed by a qualified person as the job progresses to determine additional practices, procedures, or training needs necessary to prevent injuries. Affected employees shall be notified of procedure changes, and trained if necessary. A copy of this program shall be maintained at the jobsite by the **Responsible Person**.

## VIII. GLOSSARY

**Accepted engineering practices**: the standards of practice required by a registered professional

engineer.

**Aluminum hydraulic shoring**: a manufactured shoring system consisting of aluminum hydraulic cylinders (crossbraces) used with vertical rails (uprights) or horizontal rails (wales). This system is designed to support the sidewalls of an excavation and prevent cave-ins.

**Bell-bottom pier hole**: a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a bell shape.

**Benching system**: a method of protecting employees from cave-ins by excavating the sides of an excavation to form one or more horizontal steps, usually with vertical or near-vertical surfaces between levels.

**Cave-in**: the movement of soil or rock into an excavation, or the loss of soil from under a trench shield or support system, in amounts large enough to trap, bury, or injure and immobilize a person.

**Competent person**: a person who has been trained to identify hazards in the workplace, or working conditions that are unsafe for employees, and who has the authority to have these hazards corrected.

**Cross braces**: the horizontal members of a shoring system installed from side to side of the excavation. The cross braces bear against either uprights or wales.

**Excavation**: any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal.

**Faces or sides**: the vertical or inclined earth surfaces formed as a result of excavation work.

**Failure**: the movement or damage of a structural member or connection that makes it unable to support loads.

**Hazardous atmosphere**: an atmosphere that is explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful, that may cause death, illness, or injury.

**Kickout**: the accidental movement or failure of a cross brace.

**Program Manager**: the individual within the company who oversees excavation work and is responsible for assuring compliance with this program.

**Protective system**: a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

**Ramp**: an inclined walking or working surface that is used to gain access to one point from another. A ramp may be constructed from earth or from structural materials such as steel or wood.

**Sheeting:** the members of a shoring system that retain the earth in position and in turn are supported by other members of the shoring system.

**Shield system:** a structure used in an excavation to withstand cave-ins and which will protect employees working within the shield system. Shields can be permanent structures or portable units moved along as work progresses. Shields used in trenches are usually referred to as **trench boxes** or **trench shields**.

**Shoring system:** a structure that is built or put in place to support the sides of an excavation to prevent cave-ins.

**Sides:** see **faces**.

**Sloping system:** sloping the sides of an excavation away from the excavation to protect employees from cave-ins. The required slope will vary with soil type, weather, and surface or near surface loads that may affect the soil in the area of the trench (such as adjacent buildings, vehicles near the edge of the trench, etc.).

**Soil – Type “A”:** Cohesive soils with an unconfined, compressive strength of 1.5 ton per square foot (tsf) (144 kPa) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, no soil is Type A if:

- i. The soil is fissured; or
- ii. The soil is subject to vibration from heavy traffic, pile driving, or similar effects; or
- iii. The soil has been previously disturbed; or
- iv. The soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or greater; or
- v. The material is subject to other factors that would require it to be classified as a less stable material.

**Soil – Type “B”:**

- i. Cohesive soil with an unconfined compressive strength greater than 0.5 tsf (48 kPa) but less than 1.5 tsf (144 kPa); or
- ii. Granular cohesionless soils including: angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam.
- iii. Previously disturbed soils except those which would otherwise be classed as Type C soil.
- iv. Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration; or
- v. Dry rock that is not stable; or
- vi. Material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H:1V), but only if the material would otherwise be classified as Type B.

**Soil – Type “C”:**

- i. Cohesive soil with an unconfined compressive strength of 0.5 tsf (48 kPa) or less; or
- ii. Granular soils including gravel, sand, and loamy sand; or
- iii. Submerged soil or soil from which water is freely seeping; or

- iv. Submerged rock that is not stable, or
- v. Material in a sloped, layered system where the layers dip into the excavation or a slope of four horizontal to one vertical (4H:1V) or steeper.

**Stable rock**: natural solid mineral material that can be excavated with vertical sides that will remain intact while exposed.

**Structural ramp**: a ramp built of steel or wood, usually used for vehicle access. Ramps made of soil or rock are not considered structural ramps.

**Support system**: a structure used as underpinning, bracing or shoring, which provides support to an adjacent structure, underground installation, or the sides of an excavation.

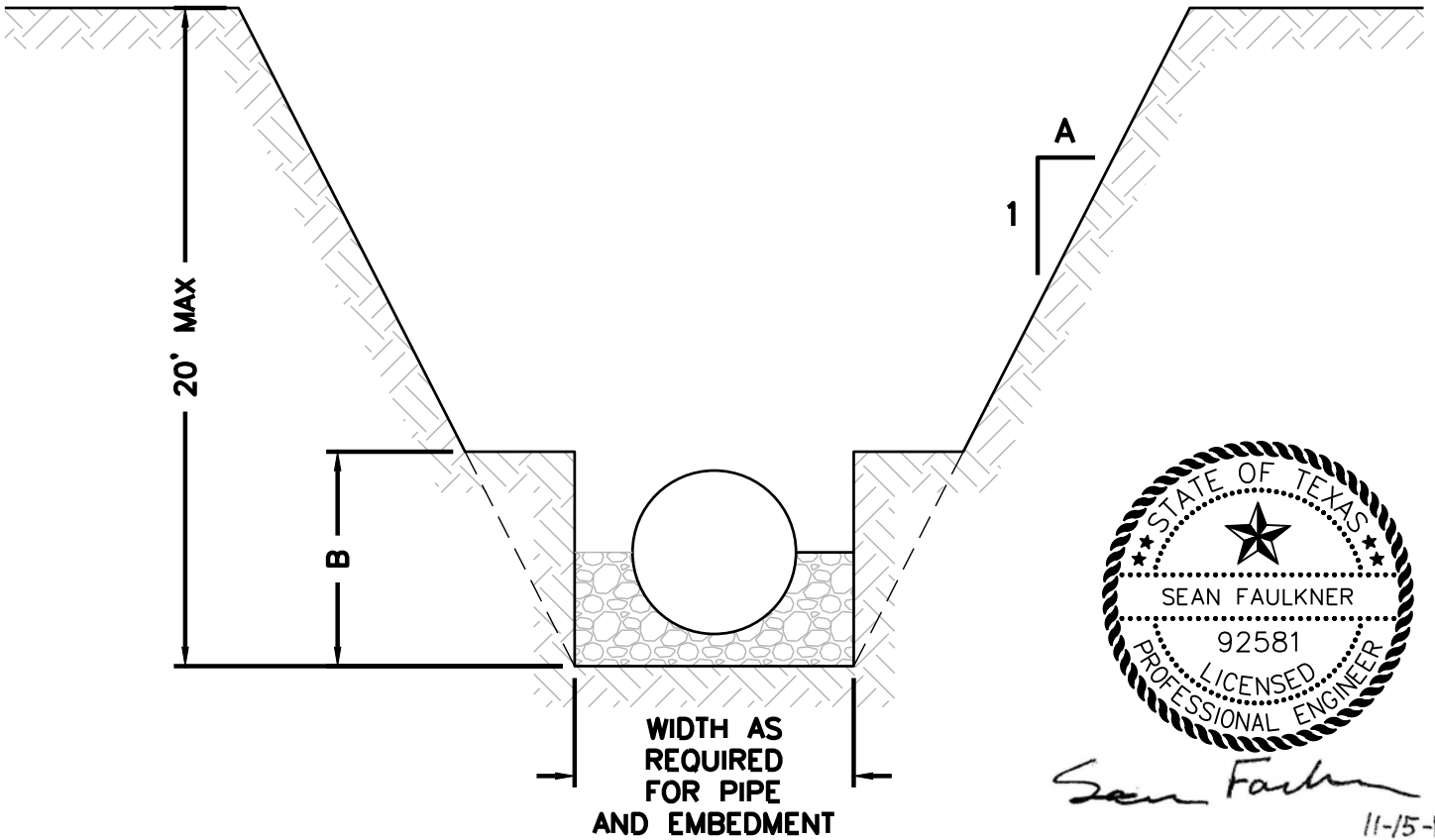
**Tabulated data**: tables and charts approved by a registered professional engineer and used to design and construct a protective system.

**Trench**: a narrow excavation (in relation to its height) made below the surface of the ground.

**Trench box or trench shield**: see **shield**.

**Uprights**: the vertical members of a trench shoring system placed in contact with the earth and usually positioned so the individual members do not contact each other. Uprights placed so that individual members are closely spaced, in contact with or interconnected to each other, are often called **sheeting**.

**Wales**: horizontal members of a shoring system placed in the direction of the excavation face whose sides bear against the vertical members of the shoring system or earth (the uprights or sheeting).



  
 Sean Faulkner  
 11-15-18

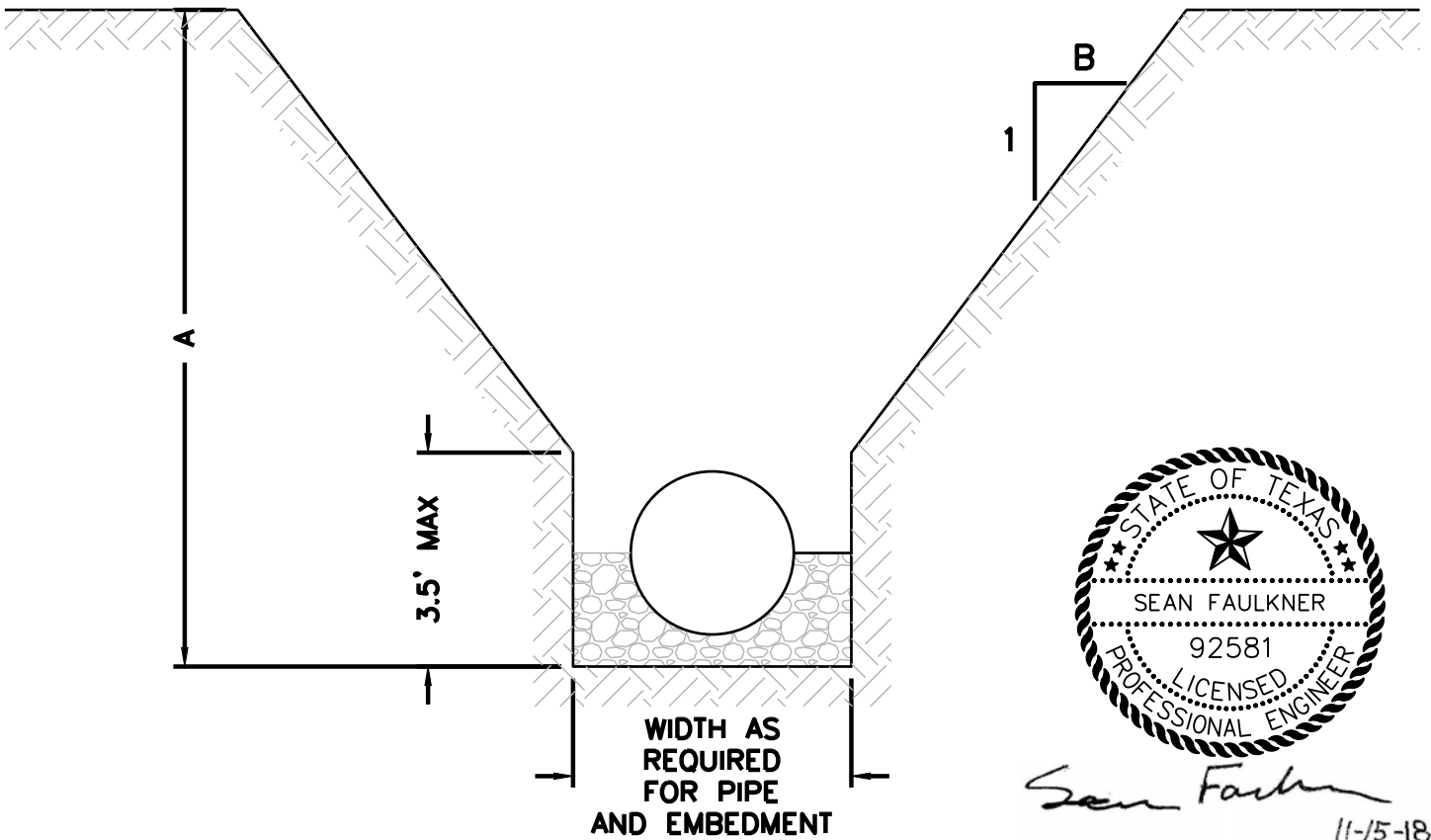
SOIL TYPE	A	B
'A'	3/4	4' MAX
'B'	1	4' MAX
'C'	1-1/2	0' (NO BENCH)

HYATT PLACE  
  
 ROCKWALL, TEXAS


**TRILLIANT ENGINEERING**  
 2713 BISSONET DRIVE  
 DENTON, TEXAS 76210  
 469-951-7417  
 TBPE FIRM REGISTRATION NO. 12380

**SIMPLE BENCH DETAIL**

SCALE: NA	DATE: 11/15/2018	SHEET 1 OF 4
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SOIL TYPE	A	B
'A'	12'	1
'B'	NOT PERMITTED	
'C'	NOT PERMITTED	

HYATT PLACE  
  
ROCKWALL, TEXAS

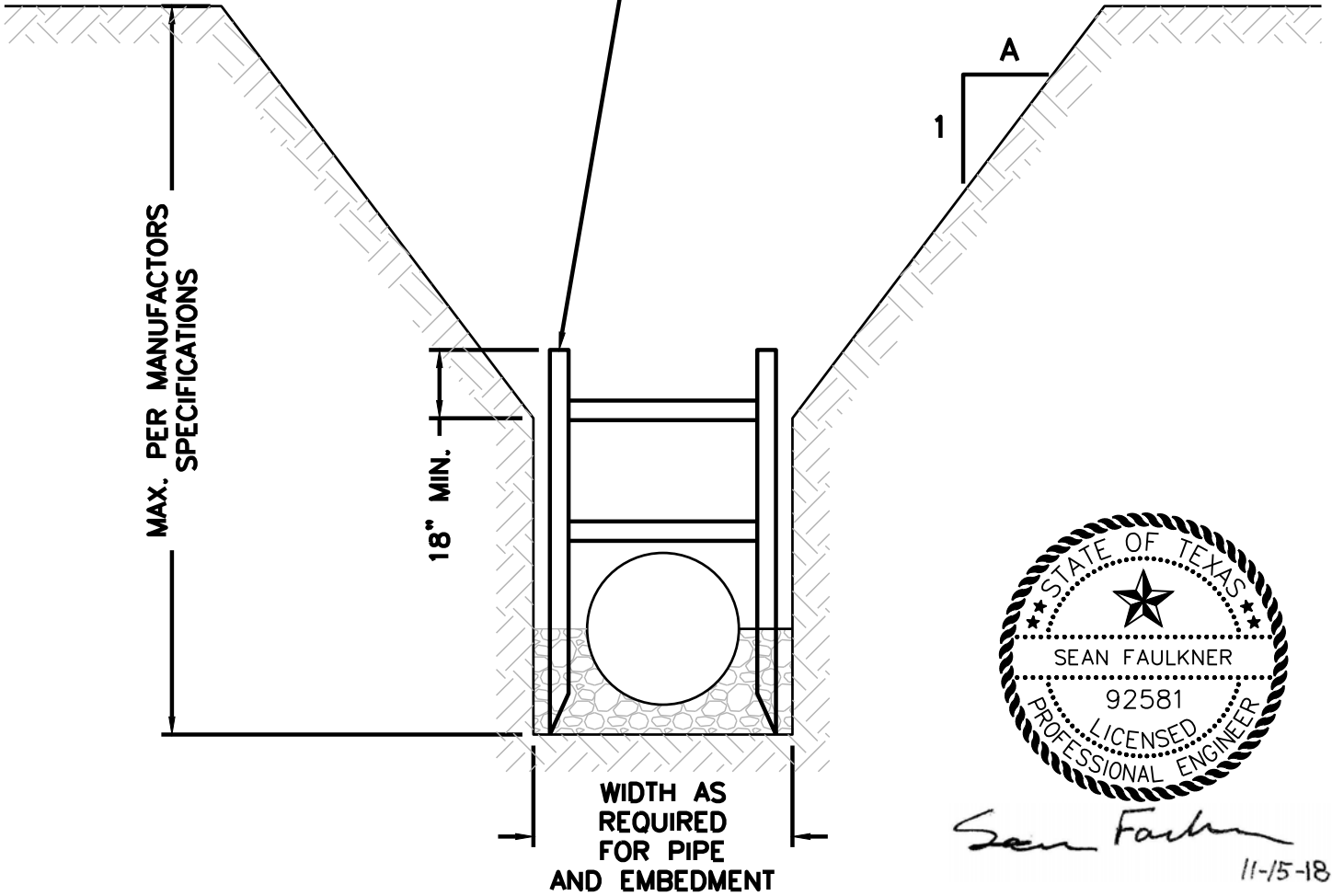
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DENTON, TEXAS 76210  
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TBPE FIRM REGISTRATION NO. 12380

**UNSUPPORTED VERTICALLY SIDED LOWER PORTION**

SCALE: NA	DATE: 11/15/2018	SHEET 2 OF 4
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SUPPORT OR SHIELD SYSTEM.  
SEE MANUFACTURERS SPECIFICATIONS  
FOR MAXIMUM ALLOWED HEIGHT AND WIDTH



*Sean Faulkner*  
11-5-18

SOIL TYPE	A
'A'	3/4
'B'	1
'C'	1-1/2

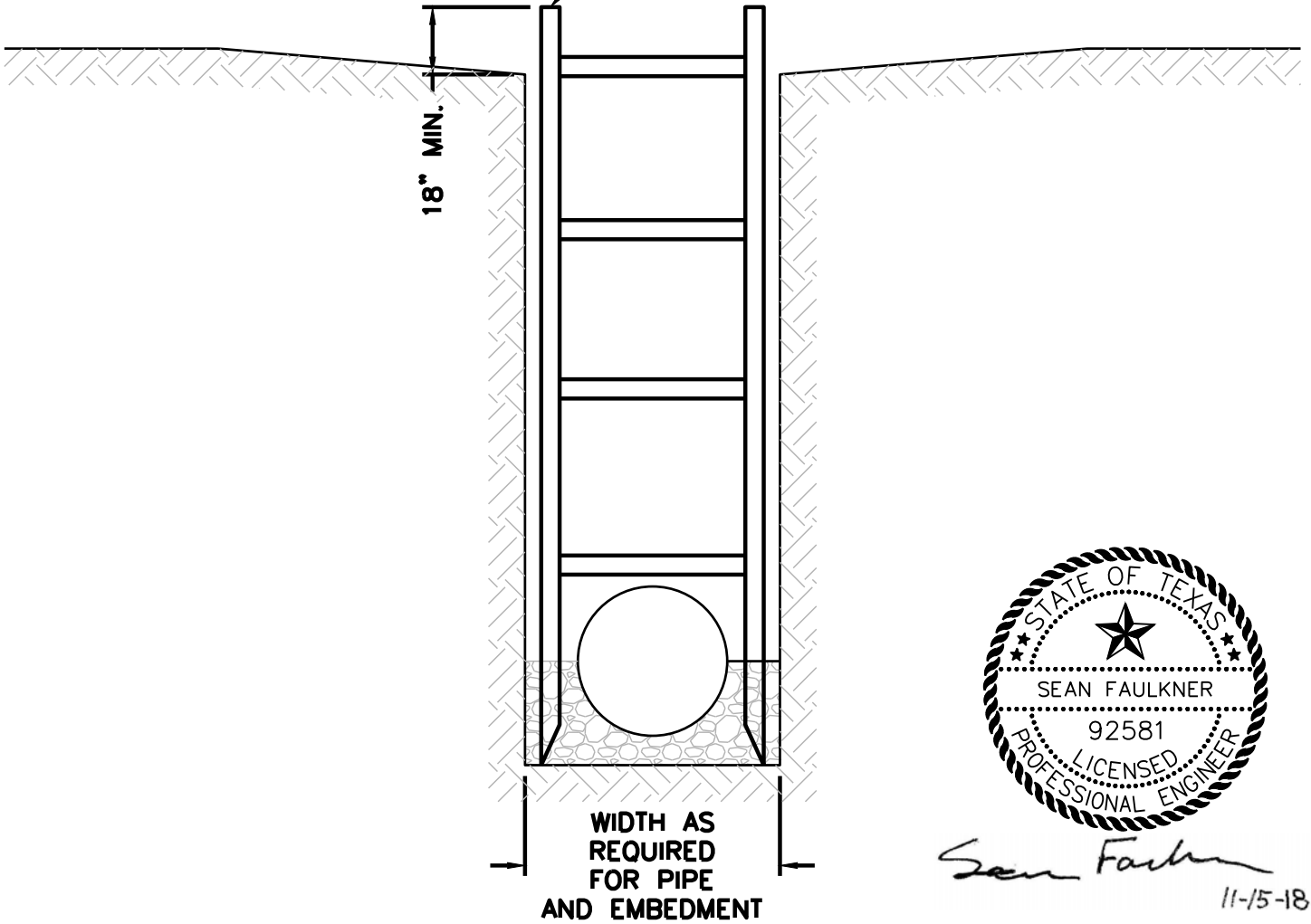
HYATT PLACE  
  
ROCKWALL, TEXAS

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DENTON, TEXAS 76210  
469-951-7417  
TBPE FIRM REGISTRATION NO. 12380

SUPPORTED OR SHIELDED  
VERTICALLY SIDED LOWER  
PORTION

SCALE: NA	DATE: 11/15/2018	SHEET 3 OF 4
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SUPPORT OR SHIELD SYSTEM.  
SEE MANUFACTURERS SPECIFICATIONS  
FOR MAXIMUM ALLOWED HEIGHT AND WIDTH



*Sean Faulkner*  
11-15-18

HYATT PLACE

ROCKWALL, TEXAS



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DENTON, TEXAS 76210  
469-951-7417

TBPE FIRM REGISTRATION NO. 12380

SUPPORTED OR SHIELDED  
VERTICALLY

SCALE:  
NA

DATE:  
11/15/2018

SHEET  
4 OF 4

## Hyatt Place

	Station Range	Depth	Trench Type
<b>Storm Sewer</b>			
SD-1	0+00. to 3+00.	30	D
	3+00. to 3+64.84	12	A, B, C, or D
LAT SD-1C	0+00. to 2+91.95	14	A, C, or D
SD-4	0+00. to 0+68.84	10	A, B, C, or D
LAT SD-1B	0+00. to 0+39.63	20	A, C, or D
SD-3	0+00. to 0+66.69	25	D
SD-3A	0+00. to 1+19.63	10	A, B, C, or D
SD-3B	0+00. to 0+30.	9	A, B, C, or D
SD-2	0+00. to 1+92.45	17	A, C, or D
<b>Sanitary Sewer</b>			
S-1	0+00. to 4+46.38	27	D
S-2	0+00. to 2+08.82	12	A, B, C, or D
<b>Water</b>			
All	Station Range	Depth	Trench Type
		4-12	A, B, C, or D

### Trench Types

- A Simple Bench
- B Unsupported Vertically Sided Lower Portion
- C Supported or Shielded Vertically Sided Lower Portion
- D Supported or Shielded Vertically

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**CITY OF ROCKWALL**  
**CITY COUNCIL MEMORANDUM**

**PLANNING AND ZONING DEPARTMENT**  
 385 S. GOLIAD STREET • ROCKWALL, TX 75087  
 PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

**TO:** Mayor and City Council

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

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

**DATE:** February 19, 2019

**SUBJECT:** Z2019-001; *Amendment to Article IV, Permissible Uses, of the UDC to amend Guest Quarters/Secondary Living Units and to add Barns or Agricultural Accessory Buildings to the Land Use Charts and Land Use Standards*

On January 7, 2019, the City Council directed staff to amend the *Land Use Standards* contained in Article IV, *Permissible Uses*, of the UDC to allow *guest quarters/secondary living units* not meeting the requirements stated in the *Land Use Standards* the ability to request a Specific Use Permit (SUP). In addition, the City Council also directed staff to create a land use for *Barns or Agricultural Accessory Buildings*. This direction came in response to a request by Dewayne Cain to amend the code to allow an ~4,950 SF, metal barn that would contain a storage area for eight (8) vehicles and a *guest quarters/secondary living facility* (*i.e. the facility includes all components of a residential living unit [e.g. kitchen, bathroom, etc.]*) on a property zoned Agricultural (AG) District.

Currently, the UDC does allow *guest quarters/secondary living units* in an Agricultural (AG) District pending they are [1] accessory uses to the primary use (*i.e. single family home*), [2] not to exceed 30% of the area of the main structure, and [3] that they cannot be sold or conveyed separately without meeting the requirements of the zoning district and subdivision ordinance; however, the code does not address *guest quarters/secondary living units* that do not meet these standards. In other residential zoning districts (*i.e. SF-8.4, SF-7, ZL-5 and 2F*) this use is only allowed through a Specific Use Permit (SUP), which gives the City Council the discretion to grant these even if they do not meet the requirements. Based on the City Council's direction staff proposes to change the code as follows (with the **highlighted, italics** areas indicating the changes):

Residential and Lodging

AG	SF-E	SF-1	SF-16	SF-10	SF-8.4	SF-7	ZL-5	2F	MF-14	← Residential Zoning Districts Commercial Zoning Districts → Land Use ↓	DT	RO	NS	GR	C	HC	LI	HI
A	A	A	A	A	S	S	S	S	P	Guest Quarters/Secondary Living Unit +								

A: Accessory; P: Permitted By-Right; S: Specific Use Permit

Guest quarters/secondary living unit.

- (1) Guest quarters or secondary living units may be allowed on a property in a residential **or commercial** zoning district provided that it is ancillary **to a single family home the primary use and that only one such facility is provided.**
- (2) The area of such quarters shall not exceed 30 percent of the area of the main structure.
- (3) No such use may be sold or conveyed separately without meeting the requirements of the zoning district and the subdivision ordinance.

**(4) Guest quarters or secondary living units not meeting the requirements stated above shall require a Specific Use Permit (SUP).**

These changes would allow *guest quarters/secondary living units* not meeting the requirements the ability to request a Specific Use Permit (SUP) in the AG, SF-E, SF-1, SF-16, SF-10, and MF districts.

The purpose of creating a *Barns or Agricultural Accessory Buildings* land use came about due to the fact that the current code does not allow accessory buildings in an Agricultural (AG) District. According to Article IV, *Permissible Uses*, of the UDC:

**Residential and Lodging**

AG	SF-E	SF-1	SF-16	SF-10	SF-8.4	SF-7	ZL-5	2F	MF-14	← Residential Zoning Districts Commercial Zoning Districts → Land Use ↓	DT	RO	NS	GR	C	HC	LI	HI
	P	P	P	P	P	P	P	P	P	Accessory Building +		P	P	P	P	P	P	P

A: Accessory; P: Permitted By-Right; S: Specific Use Permit

The purpose of this is to incentivize smaller properties (*i.e. properties less than ten [10] acres in size and considered to be legally non-conforming*) to zone in accordance with the Future Land Use Plan, bringing them into conformance with the UDC. Without this requirement, it would be difficult for the City to incentivize smaller properties to change their zoning, which could have the effect of leaving small spots of Agricultural (AG) District zoning on non-conforming lots throughout the City. To address this, the City Council has directed staff to establish a new land use (*e.g. barn/agricultural accessory building*), which would allow larger buildings in the Agricultural (AG) District. Based on this direction the new land use would be created as follows (with the **highlighted, italics** areas indicating the changes):

**Rural and Animal Related**

AG	SF-E	SF-1	SF-16	SF-10	SF-8.4	SF-7	ZL-5	2F	MF-14	← Residential Zoning Districts Commercial Zoning Districts → Land Use ↓	DT	RO	NS	GR	C	HC	LI	HI
<b>S</b>										<b><i>Barn or Agricultural Accessory Building+</i></b>								

A: Accessory; P: Permitted By-Right; S: Specific Use Permit

***Barn or Agricultural Accessory Building.*** A *Barn or Agricultural Accessory Building* is a building that is located on a property that is a minimum of ten (10) acres in size, zoned Agricultural (AG) District, and is intended to be used to store agricultural equipment used for animal production, crop production and/or other agricultural related uses.

- (1) A *Barn or Agricultural Accessory Building* is a minimum of 2,000 SF and a maximum of 4,999 SF in total size (*i.e. under roof*).
- (2) A *Barn or Agricultural Accessory Building* is exempt from the masonry requirements stipulated by Section 7.01, *Residential District Development Standards*.
- (3) The *Barn or Agricultural Accessory Building* shall be located behind the front façade of the primary structure, and be subject to the same building setbacks as the primary structure.

At the meeting on January 7, 2019, the City Council did have a discussion concerning allowing these structures *by-right* as opposed to by Specific Use Permit (SUP); however, staff is obligated to mention that allowing these structures by-right would directly conflict with the City Council’s recent action concerning *Case No. Z2018-053*. This case involved a structure that was constructed illegally without a building permit. The structure itself incorporated two (2) logistics containers, connected by wood siding, and covered by a metal roof. This case was ultimately denied by the City Council; however, should the ordinance be passed allowing *Barn or Agricultural Accessory Buildings* by-right, the structure would meet all the criteria and would be permitted to remain on the property after applying for a building

permit. With this being said, any changes to the code are discretionary to the City Council pending a recommendation by the Planning and Zoning Commission.

In accordance, with Section 4.2 of Article XI, *Zoning Related Applications*, of the UDC staff brought the proposed text amendment forward to the Planning and Zoning Commission for a recommendation to the City Council. On February 12, 2019, the Planning and Zoning Commission approved a motion to recommend approval of the proposed changes -- *with Barn or Agricultural Accessory Buildings being allowed through a Specific Use Permit (SUP) in the Agricultural (AG) District* -- by a vote of 7-0. Attached to this case memo is a draft ordinance outlining the proposed changes. Staff has sent out a 15-day notice to the Rockwall Herald Banner in accordance with all applicable state laws and Section 6.1 of Article II, *Authority and Administrative Procedures*, of the UDC. Should the City Council have any questions or further direction concerning this text amendment, staff will be available at the meeting on February 19, 2019 to discuss.

CITY OF ROCKWALL

ORDINANCE NO. 19-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING ARTICLE IV, *PERMISSIBLE USES*; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, an amendment to the City of Rockwall's Unified Development Code [*Ordinance No. 04-38*] has been initiated by the City Council of the City of Rockwall to amend Article IV, *Permissible Uses*, of the Unified Development Code [*Ordinance No. 04-38*]; and,

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

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

**SECTION 1.** That Article IV, *Permissible Uses*, of the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibit 'A'* of this ordinance.

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

**SECTION 3.** That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code [*Ordinance No. 04-38*], and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

**SECTION 4.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides;

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 4<sup>TH</sup> DAY OF MARCH, 2019.**

---

Jim Pruitt, Mayor



**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

*2<sup>nd</sup> Reading:* March 4, 2019

DRAFT  
ORDINANCE  
02.19.2019

Additions: **Highlighted**

Deletions: **Highlighted, Strikeout**

SECTION 1: LAND USE SCHEDULE

Section 1.1: Use of Land and Buildings

Residential and Lodging

AG	SF-E	SF-1	SF-16	SF-10	SF-8.4	SF-7	ZL-5	2F	MF-14	← Residential Zoning Districts Commercial Zoning Districts → Land Use ↓	DT	RO	NS	GR	C	HC	LI	HI
A	A	A	A	A	S	S	S	S	P	Guest Quarters/Secondary Living Unit +								

A: Accessory; P: Permitted By-Right; S: Specific Use Permit

Rural and Animal Related

AG	SF-E	SF-1	SF-16	SF-10	SF-8.4	SF-7	ZL-5	2F	MF-14	← Residential Zoning Districts Commercial Zoning Districts → Land Use ↓	DT	RO	NS	GR	C	HC	LI	HI
<b>S</b>										<b>Barn or Agricultural Accessory Building+</b>								

A: Accessory; P: Permitted By-Right; S: Specific Use Permit

SECTION 2: USE STANDARDS

Section 2.1.1: Rural and Animal Related

**Barn or Agricultural Accessory Building.** A Barn or Agricultural Accessory Building is a building that is located on a property that is a minimum of ten (10) acres in size, zoned Agricultural (AG) District, and is intended to be used to store agricultural equipment used for animal production, crop production and/or other agricultural related uses.

- (1) A Barn or Agricultural Accessory Building is a minimum of 2,000 SF and a maximum of 4,999 SF in total size (i.e. under roof).
- (2) A Barn or Agricultural Accessory Building is exempt from the masonry requirements stipulated by Section 7.01, Residential District Development Standards.
- (3) The Barn or Agricultural Accessory Building shall be located behind the front façade of the primary structure, and be subject to the same building setbacks as the primary structure.

Section 2.1.2: Residential and Lodging Use Conditions

Guest quarters/secondary living unit.

- (1) Guest quarters or secondary living units may be allowed on a property in a residential or commercial zoning district provided that it is ancillary to a single family home the primary use and that only one such facility is provided.
- (2) The area of such quarters shall not exceed 30 percent of the area of the main structure.
- (3) No such use may be sold or conveyed separately without meeting the requirements of the zoning district and the subdivision ordinance.
- (4) Guest quarters or secondary living units not meeting the requirements stated above shall require a Specific Use Permit (SUP).

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**CITY OF ROCKWALL**  
CITY COUNCIL MEMORANDUM

**PLANNING AND ZONING DEPARTMENT**  
385 S. GOLIAD STREET • ROCKWALL, TX 75087  
PHONE: (972) 771-7745 • EMAIL: [PLANNING@ROCKWALL.COM](mailto:PLANNING@ROCKWALL.COM)

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**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:** February 19, 2019

**SUBJECT:** Z2018-056; *Zoning Change for Friendship Baptist Church (AG to LI)*

---

On February 4, 2019, the City Council voted to approve the applicant's request for a zoning change from an Agricultural (AG) District to a Light Industrial (LI) District by a vote of 6-1, with Council Member Hohenshelt dissenting. This will be the second reading of the ordinance.

CITY OF ROCKWALL

ORDINANCE NO. 19-11

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 APPROVE A CHANGE IN ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO A LIGHT INDUSTRIAL (LI) DISTRICT ON A 6.03-ACRE TRACT OF LAND IDENTIFIED AS TRACT 2-4 OF THE D. HARR SURVEY, ABSTRACT NO. 102, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DEPICTED IN EXHIBIT 'A' AND FURTHER DESCRIBED IN EXHIBIT 'B' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request from Tom Jones on behalf of Susan Thomas of Rockwall Friendship Baptist Church for a change in zoning from an Agricultural (AG) District to a Light Industrial (LI) District on a 6.03-acre tract of land identified as Tract 2-4 of the D. Harr Survey, Abstract No. 103, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District and more fully depicted in *Exhibit 'A'* and described in *Exhibit 'B'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

**SECTION 1.** That the Unified Development Code (UDC) [*Ordinance No. 04-38*] of the City of Rockwall, Texas, as heretofore amended, be and the same are hereby amended by amending the zoning map of the City of Rockwall so as to change the zoning of the *Subject Property* from an Agricultural (AG) District to a Light Industrial (LI) District;

**SECTION 2.** That the *Subject Property* shall be used only in the manner and for the purposes provided for a Light Industrial (LI) District as stipulated in Section 1.1, *Use of Land and Buildings*, of Article IV, *Permissible Uses* and Subsection 5.02, *Light Industrial (LI) District*, of Article V, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 04-38*] of the City of Rockwall as heretofore amended, as amended herein by granting of this zoning change, and as maybe amended in the future;

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

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

**SECTION 5.** If any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code (UDC) of the City of Rockwall, Texas, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable; and

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 19<sup>TH</sup> DAY OF FEBRUARY, 2019.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

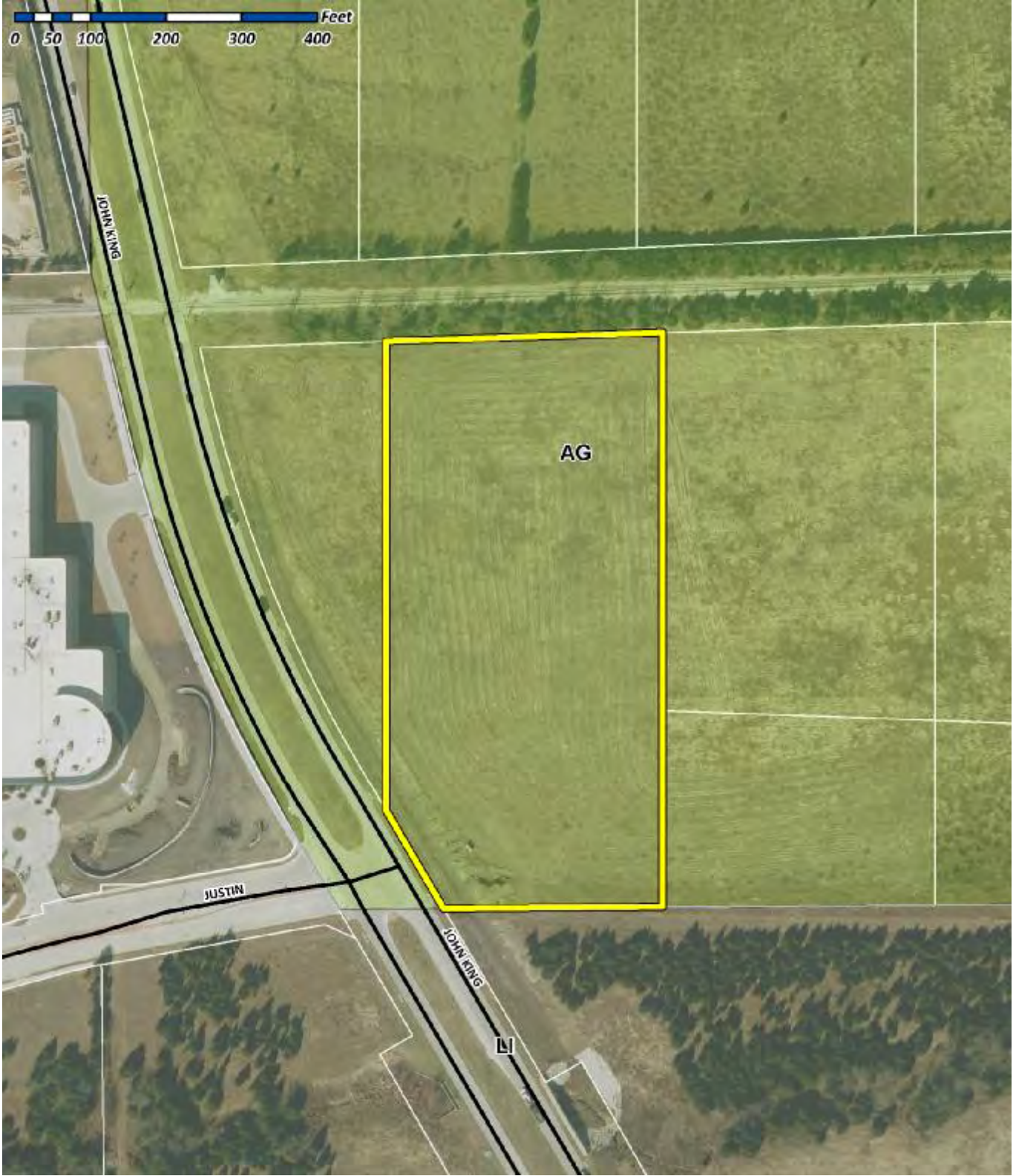
\_\_\_\_\_  
Frank J. Garza, City Attorney

1<sup>st</sup> Reading: February 4, 2019

2<sup>nd</sup> Reading: February 19, 2019

**Exhibit 'A'**  
**Zoning Exhibit**

Legal Description: Tract 2-4 of the D. Harr Survey, Abstract No. 102



**Exhibit 'B'**  
*Legal Description*

All that certain lot, tract or parcel of land situated in the DAVID HARR SURVEY, ABSTRACT NO. 120, City of Rockwall, Rockwall County, Texas, and being a part of a 50 acres tract of land as described in a Warrantydeed to F.B. Athey, as recorded in Volume 42, Page 91 of the Deed Records of Rockwall County, Texas, and being a part of Tract B2 as described in a Deed to Bobby Frank Athey, as recorded in Volume 4875, Page 117 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 south right-of-way line of M.K. & T. Railroad, said point being at the northwest corner of Tract B2, said point being N. 89 deg. 23 min. 21 sec. E, a distance of 360.54 feet from the intersection of the west boundary of said 50 acres and said railroad right-of-way;

THENCE N. 89 deg. 23 min. 21 sec. E. along said right-of-way line, a distance of 365.97 feet to a 1/2" iron rod found for corner;

THENCE S. 00 deg. 56 min. 05 sec. W. a distance of 732.64 feet to a 1/2" iron rod found for corner;

THENCE N. 89 deg. 08 min. 42 sec. W. a distance of 301.94 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner in the northeast right-of-way line of John King Boulevard, per Volume 5659, Page 39 of the Official Public Records of Rockwall County, Texas;

THENCE N. 29 deg. 20 min. 00 sec. W. along said right-of-way line, a distance of 126.54 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner;

THENCE N. 00 deg. 55 min. 26 sec. E. a distance of 613.93 feet to the POINT OF BEGINNING and containing 262,780 square feet or 6.03 acres of land.



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**CITY OF ROCKWALL**  
CITY COUNCIL MEMORANDUM

**PLANNING AND ZONING DEPARTMENT**  
385 S. GOLIAD STREET • ROCKWALL, TX 75087  
PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

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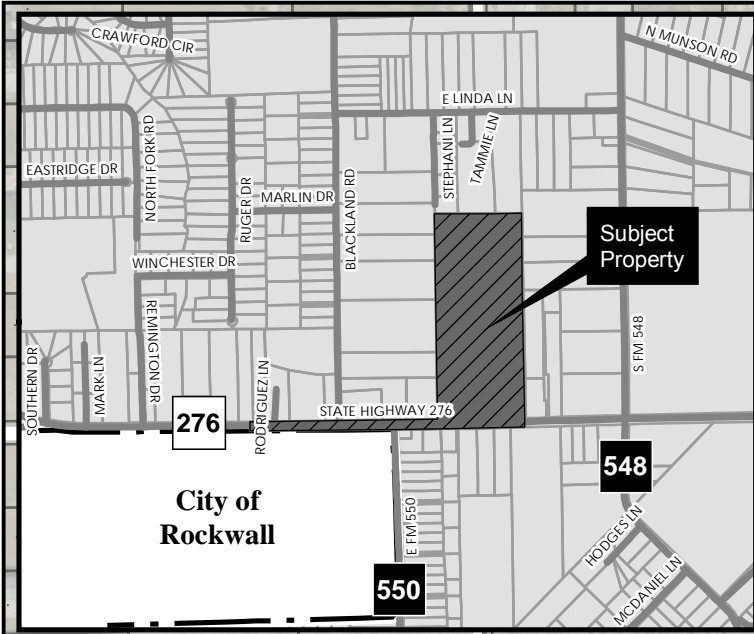
**TO:** Mayor and City Council  
**CC:** Rick Crowley, City Manager  
Mary Smith, Assistant City Manager  
Joey Boyd, Assistant City Manager  
**FROM:** Ryan Miller, *Director of Planning and Zoning*  
**DATE:** February 19, 2019  
**SUBJECT:** A2018-005.; *Harlan Properties, Inc.*

---

On February 19, 2019, the City Council will be considering the first reading of an annexation ordinance proposing the voluntary annexation of 69.679-acres of land located north and northeast of the intersection of FM-550 and SH-276 and located within the City's Extraterritorial Jurisdiction (ETJ). Suresh Shridharani on behalf of Harlan Properties, Inc. is requesting the annexation for the purpose of incorporating the property into the City of Rockwall to develop a residential subdivision. Staff should note, that since the property is not contiguous to the City's corporate limits, an additional 9.885-acres of SH-276 right-of-way will also need to be annexed along with the subject property. This is depicted in the attached *Annexation Map/Property Boundary* exhibit.

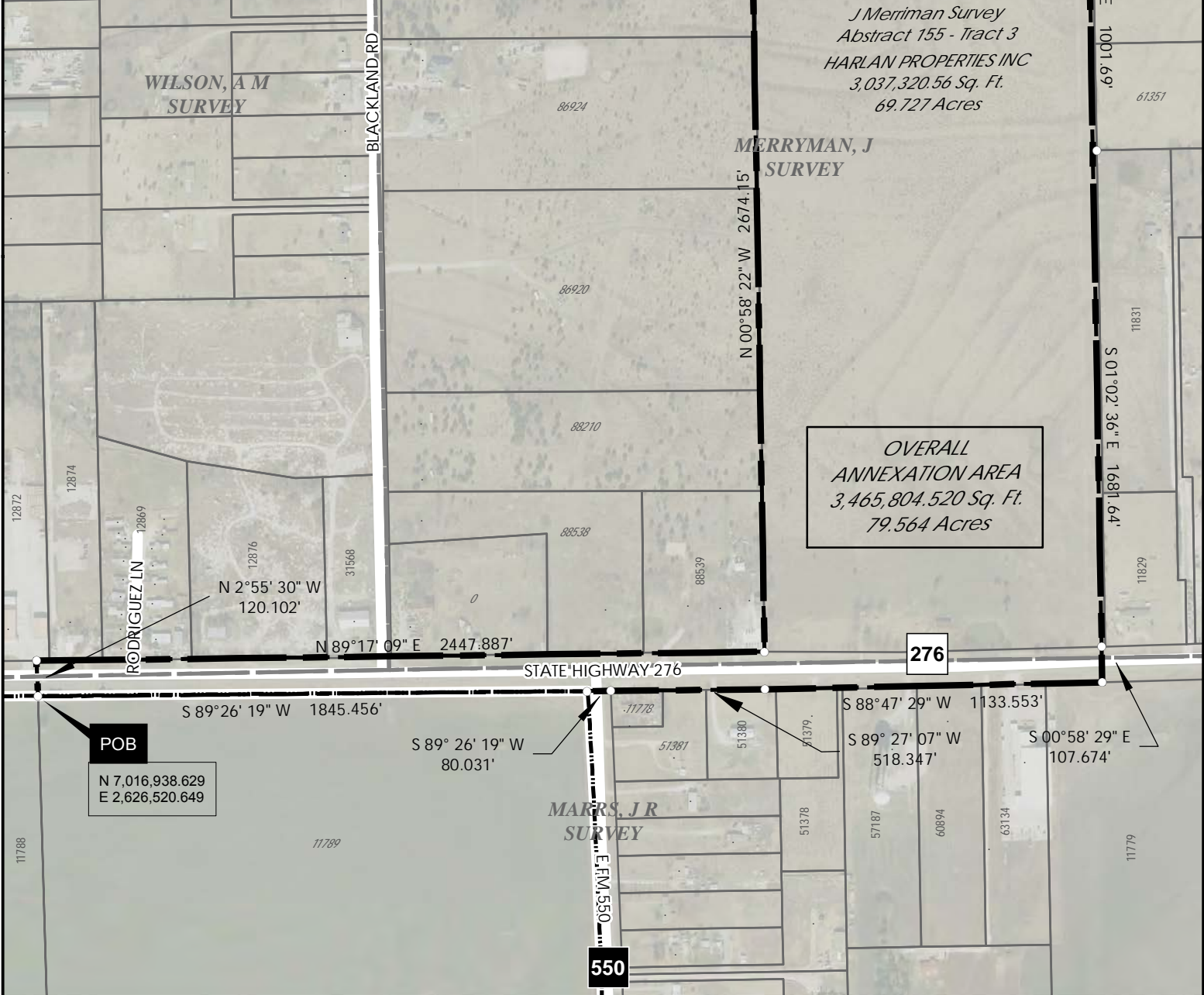
The City Council conducted the required hearings (*i.e. first and second*) on January 22 2019, and staff has followed the procedures for annexations as set forth in Chapter 43, *Municipal Annexations*, of the Texas Local Government Code (TLGC) with regard to notifying affected property owners and publishing notices in the newspaper and on the City's website. Attached to this memorandum is a location map, service plan, and draft ordinance for the proposed annexation. The service plan has been made available to the public at City Hall.

The first reading of the annexation ordinance is scheduled for February 19, 2019, and the second (*and final*) reading of the ordinance is scheduled for March 4, 2019.



**Legend**

- Subject Property
- Parcels
- City Limits



*J Merriman Survey  
Abstract 155 - Tract 3  
HARLAN PROPERTIES INC  
3,037,320.56 Sq. Ft.  
69.727 Acres*

**OVERALL  
ANNEXATION AREA  
3,465,804.520 Sq. Ft.  
79.564 Acres**



Date: 11/7/2018  
0 100 200 300 Feet  
CITY OF ROCKWALL GIS

The data represented on this map was obtained with the best methods available. Data is supplied from various sources and accuracy may be out of the City of Rockwall's control. The verification of accuracy and / or content lies entirely with the end user. The City of Rockwall does not guarantee the accuracy of contained information. All information is provided 'As Is' with no warranty being made, either expressed or implied.

**STATE HWY 276 EAST ANNEXATION**  
**79.564 Acres**

## LEGAL DESCRIPTION

**BEING** an approximate 79.564 acre tract of land situated in the J. Merriman Survey, Abstract 155, A.M. Wilson Survey, Abstract 223, and J.R. Marr's Survey, Abstract 152 as recorded in the County of Rockwall, Texas and being more particularly described as follows:

**BEGINNING** at a point in the Northwestern corner of Abstract J.R. Marr's Survey, Tract 10-1 (105.925 acres) and the South Right of Way line of State Highway 276, (NAD83- State Plane Coordinates, North Central Texas Zone 4202, N 7,016,938.629, E 2,626,520.649), said point being the **POINT OF BEGINNING**;

**THENCE** N.02°55'30"W., crossing State Highway 276, a distance of 120.102 feet for a corner;

**THENCE** N.89°17'09"E., along the North Right of Way line of State Highway 276, a distance of 2447.887 feet for a corner;

**THENCE** N.00°58'22"W., along the West property line of Abstract 155, Tract 3 (a 69.727 acre tract) a distance of 2674.15 feet for a corner;

**THENCE** N.89°31'08"E., along the North property line of said tract, a distance of 297.01 feet for a point;

**THENCE** N.89°27'50"E., along the North property line, a distance of 491.69 feet for a point;

**THENCE** N.88°50'01"E., along the North property line, a distance of 343.67 feet for a corner;

**THENCE** S.00°55'22"E., along the East property line, a distance of 1001.69 feet for a point;

**THENCE** S.01°02'36"E., along the East property line, a distance of 1681.64 feet for a point;

**THENCE** S.00°58'29"E., crossing State Highway 276, a distance of 107.674 feet for a corner;

**THENCE** S.88°47'29"W., along the South Right of Way line of State Highway 276, a distance of 1133.553 feet for a corner;

**THENCE** S.89°27'07"W., along said Right of Way line, a distance of 518.347 feet for a corner;

**THENCE** S.89°26'19"W., crossing Farm to Market 550, a distance of 80.031 feet for a corner;

**THENCE** S.89°26'19"W., continuing along the South Right of Way line of State Highway 276, a distance of 1845.456 feet to the **POINT OF BEGINNING**. Containing 3,465,804.520 square feet or 79.564 acres, more or less.

This description is intended to follow any adjacent recorded tract lines and existing City Limits or Road Right of Way lines.

END OF DESCRIPTION.

**CITY OF ROCKWALL**

**ORDINANCE NO. 19-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF ROCKWALL, TEXAS AND THE ANNEXATION OF A 79.564-ACRE TRACT OF LAND IDENTIFIED AS TRACT 2 OF THE J. MERRIMAN SURVEY, ABSTRACT NO. 155, ROCKWALL COUNTY, TEXAS, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF ROCKWALL, TEXAS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Public Hearings were held before the governing body of the City of Rockwall, Texas, where all interested persons were provided with an opportunity to be heard, on January 22 2019, at 6:00 p.m. and on January 22 2019, at 6:30 p.m. at *City Hall, 385 S. Goliad*, Rockwall, Rockwall County, Texas, with said dates being not more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings, on the proposed annexation of the following described territories;

**BEING**, a 79.564-acre tract of land identified as Tract 3 of the J. Merriman Survey, Abstract No. 155 in the County of Rockwall, Texas and generally located contiguous to the existing city limits line north and northeast of the intersection of FM-550 and SH-276, depicted and described in *Exhibit 'A'* of this ordinance:

**WHEREAS**, notice of such public hearings were published in a newspaper having general circulation in the City of Rockwall, Rockwall County, Texas and in the territory described herein on November 16, 2018 and posted on the City of Rockwall's website on January 4 2019 said dates being not more than twenty (20) days nor less than ten (10) days prior to the dates of such public hearings; and

**WHEREAS**, the territory lies adjacent to and adjoins the present boundaries of the City of Rockwall, Rockwall County, Texas; and

**WHEREAS**, the territory above contains 76.564-acres;

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

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

**SECTION 2.** The land and territory more specifically depicted in *Exhibit 'A'* and incorporated by reference as the *Subject Property*, and containing 79.564-acres which is adjacent to and adjoining the present boundaries of the City of Rockwall, Rockwall County, Texas, is hereby added and annexed to the City of Rockwall, Rockwall County, Texas and said territory as described herein shall hereafter be included within the boundary limits of the City of Rockwall, Rockwall County, Texas and the present boundary limits of the City at the various points contiguous to the areas as described above, are altered and amended so as to include said area within the corporate limits of the City.

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

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

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

**SECTION 6.** That this ordinance shall take effect immediately from and after its passage and approval, in accordance with applicable law and the charter of the City of Rockwall, Texas.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 4<sup>TH</sup> DAY OF MARCH, 2019.**

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Jim Pruitt, *Mayor*

**ATTEST:**

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Kristy Cole, *City Secretary*

**APPROVED AS TO FORM:**

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Frank J. Garza, *City Attorney*

1<sup>st</sup> Reading: February 18, 2019

2<sup>nd</sup> Reading: March 4, 2019

**BEING** an approximate 79.564 acre tract of land situated in the J. Merriman Survey, Abstract 155, A.M. Wilson Survey, Abstract 223, and J.R. Marr's Survey, Abstract 152 as recorded in the County of Rockwall, Texas and being more particularly described as follows:

**BEGINNING** at a point in the Northwestern corner of Abstract J.R. Marr's Survey, Tract 10-1 (105.925 acres) and the South Right of Way line of State Highway 276, (NAD83- State Plane Coordinates, North Central Texas Zone 4202, N 7,016,938.629, E 2,626,520.649), said point being the **POINT OF BEGINNING**;

**THENCE** N.02°55'30"W., crossing State Highway 276, a distance of 120.102 feet for a corner;

**THENCE** N.89°17'09"E., along the North Right of Way line of State Highway 276, a distance of 2447.887 feet for a corner;

**THENCE** N.00°58'22"W., along the West property line of Abstract 155, Tract 3 (a 69.727 acre tract) a distance of 2674.15 feet for a corner;

**THENCE** N.89°31'08"E., along the North property line of said tract, a distance of 297.01 feet for a point;

**THENCE** N.89°27'50"E., along the North property line, a distance of 491.69 feet for a point;

**THENCE** N.88°50'01"E., along the North property line, a distance of 343.67 feet for a corner;

**THENCE** S.00°55'22"E., along the East property line, a distance of 1001.69 feet for a point;

**THENCE** S.01°02'36"E., along the East property line, a distance of 1681.64 feet for a point;

**THENCE** S.00°58'29"E., crossing State Highway 276, a distance of 107.674 feet for a corner;

**THENCE** S.88°47'29"W., along the South Right of Way line of State Highway 276, a distance of 1133.553 feet for a corner;

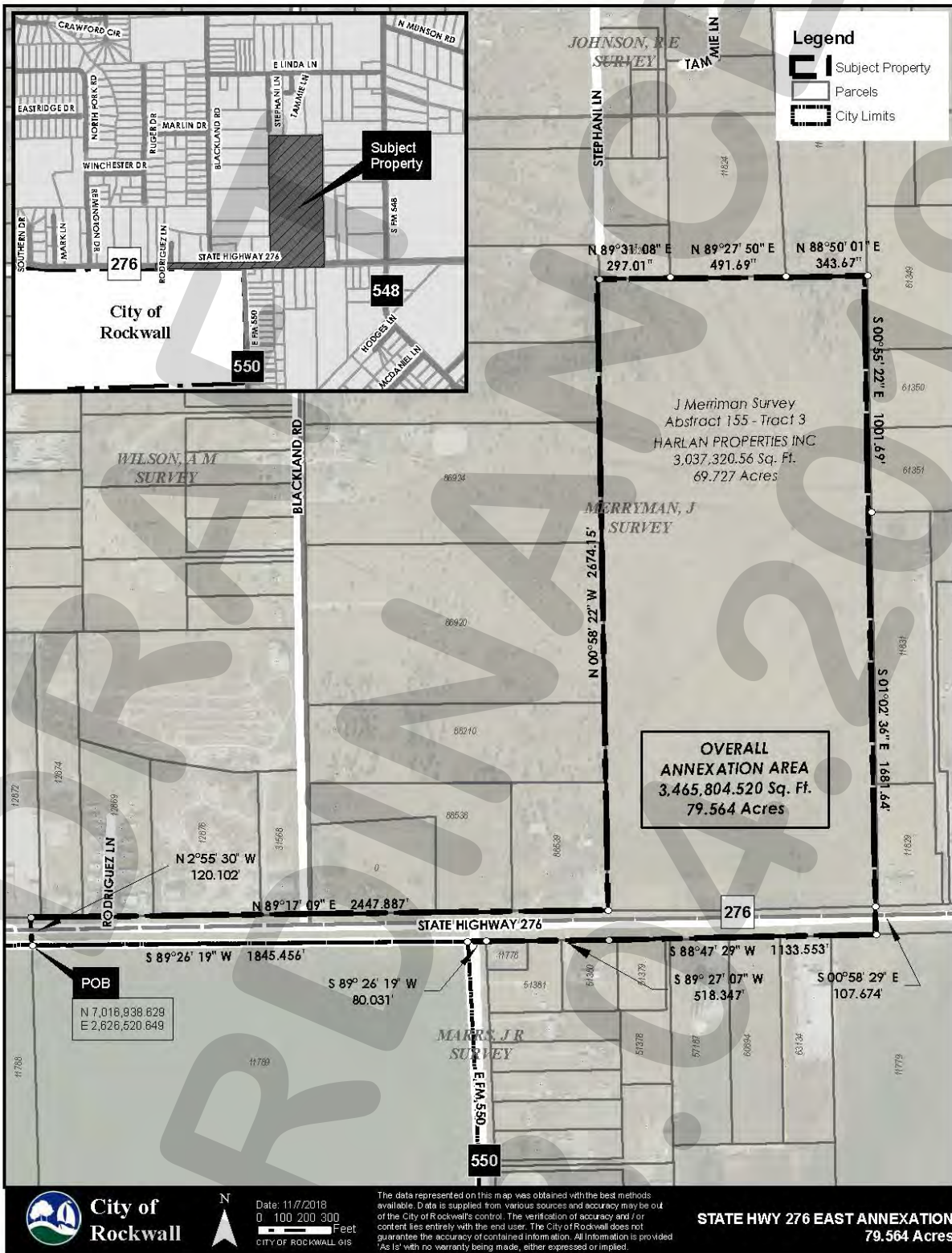
**THENCE** S.89°27'07"W., along said Right of Way line, a distance of 518.347 feet for a corner;

**THENCE** S.89°26'19"W., crossing Farm to Market 550, a distance of 80.031 feet for a corner;

**THENCE** S.89°26'19"W., continuing along the South Right of Way line of State Highway 276, a distance of 1845.456 feet to the **POINT OF BEGINNING**. Containing 3,465,804.520 square feet or 79.564 acres, more or less.

This description is intended to follow any adjacent recorded tract lines and existing City Limits or Road Right of Way lines.

END OF DESCRIPTION.





# SERVICE PLAN FOR ANNEXED AREA

*Annexation Case No. A2018-005*

*City and County of Rockwall, Texas*

*Acreage Annexed:* 79.564-acres

*Survey Abstract and County:* Tract 3 of the J. Merriman Survey, Abstract No. 155, Rockwall County, Texas

*Date of Adoption of Annexation Ordinance:* March 4, 2019

Municipal services to the acreage described above shall be furnished by or on behalf of the City of Rockwall, Texas, at the following levels and in accordance with the following schedule:

*(A) Police Services*

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

*(B) Fire Services*

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

*(C) Health and Code Compliance Services*

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

- (3) The City's zoning, subdivision, and other ordinances shall be enforced in this area beginning on the effective date of the annexation ordinance.
- (4) All inspection services furnished by the City of Rockwall, but not mentioned above, will be provided to this area beginning on the effective date of the annexation ordinance. Any property owner or his/her assigns who in good faith has a new building or structure, as defined in the Comprehensive Zoning Ordinance, under construction on the effective date of annexation shall be exempted from these inspections for that building or structure under construction for a period of one year from the effective date of annexation. For the purpose of this ordinance "under construction" shall mean any work that requires a building permit from the City of Rockwall.
- (5) As development and construction commence within this area, sufficient personnel will be provided to continue to furnish this area the same level of Health and Code compliance services as are furnished throughout the City.

*(D) Planning and Zoning Services*

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

*(E) Recreation and Leisure Services*

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

*(F) Solid Waste Collection*

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

*(G) Streets*

- (1) The City of Rockwall's existing policies with regard to street maintenance, applicable throughout the entire City, shall apply to this property beginning immediately as of the effective date of the annexation ordinance.

- (2) As development, improvements or construction of streets to the City standards commence within this property, the policies of the City of Rockwall with regard to impact fees and participation in the cost thereof, acceptance upon completion, and maintenance after completion, shall apply.
- (3) The same level of maintenance shall be provided to streets within this property that have been accepted by the City of Rockwall as is provided to like City streets throughout the City.

*(H) Water Services*

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

*(I) Sanitary Sewer Services*

- (1) Connections to existing City sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with the existing City policies. Upon connection, sanitary sewage service will be provided at rates established by City ordinances for such services throughout the City.
- (2) Sanitary sewer mains and/or lift stations which are within the annexed area and are connected to City mains shall be maintained by the City of Rockwall beginning with the effective date of the annexation ordinance or upon acquisition by the City.
- (3) Sanitary sewer mains of the City will be extended in accordance with the provisions of the Code of Ordinances and engineering standards and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations and will be provided as otherwise available in other parts of the City with topography, land uses, and population densities similar to those reasonably contemplated or projected in the area.
- (4) Previously granted exceptions to the requirements of connections to the city's sanitary sewer treatment system shall be continued until such alternate systems are

determined to no longer function to meet the sanitary sewer needs of the subdivision granted the exception.

(J) *Public Utilities*

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

(K) *Miscellaneous*

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

DRAFT  
ORDINANCE  
03.04.2019

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Rick Crowley, City Manager  
**Cc:** Honorable Mayor and City Council Members  
**FROM:** Kenneth Cullins, Fire Chief  
**DATE:** February 13, 2019  
**SUBJECT:** S.A.F.E.R. Grant Application

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The FY2018 Staffing for Adequate Fire and Emergency Response (SAFER) Grant application period runs from February 15, 2019 to March 22, 2019. The SAFER Grant Program, in part, is designed to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards. The grant is a three year program. In the first and second years it pays for 75% of the usual annual cost of a first-year firefighter. In the third year it covers 35% of the usual annual cost of a first-year firefighter. The city picks up the entire cost of the member after the third year.

The current strategic plan for the Rockwall Fire Department includes consideration for increasing on-duty staffing levels. Specifically, the plan considers increasing staffing by 3 personnel each of the next four years. For council's consideration is the direction to staff to apply for a FY 2018 SAFER grant in order to offset the cost of hiring additional personnel.

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