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## ROCKWALL CITY COUNCIL MEETING

Monday, May 6, 2024 - 5:30 PM

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

**I. Call Public Meeting to Order**

**II. Executive Session**

The City of Rockwall City Council will recess into executive session to discuss the following matter 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)

**III. Adjourn Executive Session**

**IV. Reconvene Public Meeting (6:00 P.M.)**

**V. Invocation and Pledge of Allegiance - Councilmember Thomas**

**VI. Proclamations / Awards / Recognitions**

1. Recognition of graduating Youth Advisory Council (YAC) Seniors

**VII. Open Forum**

This is a time for anyone to address the Council and public on any topic not already listed on the agenda or set for a public hearing. To speak during this time, please turn in a (yellow) "Request to Address City Council" form to the City Secretary either before the meeting or as you approach the podium. Per Council policy, public comments should be limited to three (3) minutes out of respect for others' time. On topics raised during Open Forum, please know Council is not permitted to respond to your comments during the meeting since the topic has not been specifically listed on the agenda (the Texas Open Meetings Act requires that topics of discussion/deliberation be posted on an agenda not less than 72 hours in advance of the Council meeting). This, in part, is so that other citizens who may have the same concern may also be involved in the discussion.

**VIII. Take Any Action as a Result of Executive Session**

**IX. Consent Agenda**

These agenda items are routine/administrative in nature, have previously been discussed at a prior City Council meeting, and/or they do not warrant Council deliberation. If you would like to discuss one of these items, please do so during "Open Forum."

1. Consider approval of the minutes from the April 15, 2024 city council meeting, and take any action necessary.

2. **Z2024-010** - Consider a request by Mark Fernandez of Lithia C/O Golden Property Development, LLC on behalf of Zohreh Malek for the approval of an **ordinance** for a Specific Use Permit (SUP) for a New Motor Vehicle Dealership for Cars and Light Trucks to allow the expansion of an existing New Motor Vehicle Dealership on a 5.9613-acre parcel of land identified as Lot 1, Block 1, Rockwall KIA Addition, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 1790 E. IH-30, and take any action necessary **(2nd Reading)**.
3. **Z2024-011** - Consider a request by Alan Wyatt on behalf of PSB Indemnity Family, LTD PTRN for the approval of an **ordinance** for a Specific Use Permit (SUP) to allow a structure in excess of 36-feet in the Scenic Overlay (SOV) District to allow the construction of a flag pole on a 1.158-acre parcel of land identified as a Lot 2, Block A, Rockwall Executive Center Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the Scenic Overlay (SOV) District, addressed as 510 Turtle Cove Boulevard, and take any action necessary **(2nd Reading)**.
4. **Z2024-013** - Consider a request by Paul Arce of Projects & Constructions Araque on behalf of Shirley Soto for the approval of an **ordinance** for a Specific Use Permit (SUP) for Residential Infill in an Established Subdivision on a 0.248-acre tract of land identified as a portion of Lot 1180 and all of Lot 1179 of the Lake Rockwall Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single- Family 7 (SF-7) District, addressed as 340 Evans Road, and take any action necessary **(2nd Reading)**.
5. **Z2024-014** - Consider a request by Barbara Lee for the approval of an **ordinance** for a Zoning Change from an Agricultural (AG) District to a Single-Family 1 (SF-1) District for a ten (10) acre tract of land identified as Tract 22-01 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 628 Cornelius Road, and take any action necessary **(2nd Reading)**.
6. **Z2024-015** - Consider a request by Ryan Joyce of Michael Joyce Properties on behalf of Mike Peoples for the approval of an **ordinance** for a Zoning Change from an Agricultural (AG) District to a Single-Family Estate 1.5 (SFE-1.5) District for a 15.561-acre tract of land identified as a portion of Tracts 10-02, 10-03, 25-1, & 26 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 291, 333 & 555 Cornelius Road, and take any action necessary **(2nd Reading)**.
7. **P2024-007** - Consider a request by Ronny Klingbeil of RLK Engineering, Inc. on behalf of Tim Lyssy of Rockwall Independent School District (RISD) for the approval of a Replat for Lot 3, Block 1, Rockwall Middle School No. 4 Addition being a 26.25-acre parcel of land identified as Lot 1, Block 1, Rockwall Middle School No. 4 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, situated within the SH-205 By-Pass Overlay (SH-205 BY-OV) District, addressed as 625 FM-552, and take any action necessary.
8. **P2024-013** - Consider a request by Josh Milsap of KFM Engineering & Design on behalf of Tony Austin of Rockwall Downtown Lofts, LTD for the approval of a Replat for Lot 3, Block A, TAC Rockwall Addition being a 3.35-acre parcel of land identified as Lot 2, Block A, TAC Rockwall Addition, City of Rockwall, Rockwall County, Texas, zoned Downtown (DT) District, situated within the SH-66 Overlay (SH-66 OV) District, located at the southwest corner of the intersection of S. Goliad Street [*SH-205*] and SH-66, and take any action necessary.



9. **P2024-014** - Consider a request by Nick Hobbs of BGE, Inc. on behalf of Ben Scott of HEB, LP for the approval of a Final Plat for Lot 1, Block A, HEB Addition being a 12.519-acre tract of land identified as Tracts 2 & 3 of the J. M. Allen Survey, Abstract No. 2, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 By-Pass Overlay (SH-205 BY-OV) District and the IH-30 Overlay (IH-30 OV) District, located at the southwest corner of the eastbound IH-30 Frontage Road and John King Boulevard, and take any action necessary.
10. **P2024-015** - Consider a request by Renee Ward, PE of Weir & Associates, Inc. on behalf of Conor Keilty, AIA of Structured REA-Rockwall Land, LLC for the approval of a Final Plat for Lot 1, Block A and Lots 12 & 13, Block B, Fit Sport Life Addition being a 23.680-acre tract of land identified as a portion of Tract 22 and all of Tract 22-2 of the R. Irvine Survey, Abstract 120, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District and the FM-549 Overlay (FM-549 OV) District, located at the southeast corner of the intersection of the IH-30 Frontage Road and FM-549, and take any action necessary.
11. **P2024-016** - Consider a request by Renee Ward, PE of Weir & Associates, Inc. on behalf of Conor Keilty, AIA of Structured REA-Rockwall Land, LLC for the approval of a Replat for Lots 9, 10, & 11, Block B, Fit Sport Life Addition being a 18.085-acre tract of land identified as Lot 8, Block B, Fit Sport Life Addition and a portion of Tract 22 and all of Tract 24 of the R. Irvine Survey, Abstract 120, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District and Light Industrial (LI) District, situated at the northwest corner of the intersection of Data Drive and Capital Boulevard, and take any action necessary.
12. **P2024-017** - Consider a request by Kyle Harris of Westwood Professional Services on behalf of Edward Burke of Channell, Inc. for the approval of a Replat for Lot 5, Block A, Channell Subdivision being a 18.762-acre parcel of land identified as Lot 4, Block A, Channell Subdivision, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 89 (PD-89) for Light Industrial (LI) District land uses, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, addressed as 1700 John King Boulevard, and take any action necessary.
13. Consider awarding a bid to Magnum Manhole and authorizing the City Manager to execute associated contract(s) in an amount not to exceed \$162,264 for the rehabilitation of 32 manholes within the city, to be funded by the Wastewater Operating Budget, and take any action necessary.
14. Consider authorizing the City Manager to execute a Planning Grant Agreement with Texas Parks & Wildlife and a Planning, Design and Construction Administration Agreement with MHS Planning in the amount of \$222,750.00 for the planning grant with Texas Parks & Wildlife, and take any action necessary.
15. Consider authorizing the City Manager to execute an interlocal cooperation agreement with Rockwall County for Municipal Court judge services associated with "No Refusal Weekends," and take any action necessary.
16. Consider approval of an **ordinance** amending the Code of Ordinances in Chapter 38. Subdivisions; Article II. Park Land Dedication; Table 1. to set revised annual price per acre of land and total equipment costs for neighborhood parks (mandatory park land dedication fees), and take any action necessary. **(1st reading)**

## X. Action Items

If your comments are regarding an agenda item below, you are asked to speak during Open Forum.

1. **Z2024-012** - Consider a request by Preston Harris of Harris Family Lake House, LLC for the approval of an **ordinance** for a Specific Use Permit (SUP) for Tennis Courts (Pickleball Courts) on a 2.522-acre parcel of land identified as Lot 4, Block C, The Estates of Coast Royale #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, situated within the Scenic Overlay (SOV) District, addressed as 1722 Ridge Road, and take any action necessary (**2nd Reading**).
2. Hear year-end presentation from members of the City's Rockwall Youth Advisory Council (YAC), recapping their program for this past school year.
3. Discuss and consider a status update from the Rockwall Area Chamber of Commerce regarding Hotel Occupancy Tax ("HOT") funding received from the City and regarding programs offered through the Convention & Visitors Bureau on behalf of the City of Rockwall.
4. Discuss and consider authorizing the city manager to execute an agreement with Parkhill for professional services for a facilities planning study in the amount of \$185,000 to be paid from General Fund Reserves, and take any action necessary.

## XI. City Manager's Report, Departmental Reports and Related Discussions Pertaining To Current City Activities, Upcoming Meetings, Future Legislative Activities, and Other Related Matters.

1. Building Inspections Department Monthly Report
2. Budget Report - Quarter End March 31, 2024
3. Fire Department Monthly Report
4. Parks & Recreation Department Monthly Report
5. Police Department Monthly Report
6. Sales Tax Historical Comparison
7. Water Consumption Historical Statistics

## XII. 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 Teague, 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 3rd day of May 2024, at 5 PM and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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Kristy Teague, City Secretary

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Date Removed



## ROCKWALL CITY COUNCIL MEETING

Monday, April 15, 2024 - 5:00 PM

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

### I. Call Public Meeting to Order

Mayor Johannesen called the meeting to order at 5:00 p.m. Present were Mayor Trace Johannesen, Mayor Pro Tem Anna Campbell and Councilmembers Sedric Thomas, Mark Moeller, Clarence Jorif, Dennis Lewis and Tim McCallum. He then read the below-listed discussion items in the public record before recessing the meeting to go into Executive Session.

### II. Executive Session

1. Discussion regarding status of *City of Rockwall vs. Richard Brooks & Lake Pointe Health Science Center*, pursuant to §551.071 (Consultation with Attorney)
2. Discussion regarding Economic Development prospects, projects, and/or incentives, pursuant to §Section 551.087 (Economic Development)

### III. Adjourn Executive Session

Council adjourned from Executive Session at 5:55 p.m.

### IV. Reconvene Public Meeting (6:00 P.M.)

Mayor Johannesen reconvened the Public Meeting at 6:00 p.m.

### V. Invocation and Pledge of Allegiance - Councilmember McCallum

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

### VI. Proclamations / Awards / Recognitions

1. National Public Safety Telecommunicator Week Proclamation (April 14 - April 20)

Mayor Johannesen called forth Police Chief, Ed Fowler; Fire Chief, Kenneth Cullins, the city's dispatch supervisor and other dispatch personnel. He then read and presented this proclamation in recognition of the difficult, challenging, very important job duties they perform day in and day out.

### VII. Appointment Items

1. Appointment with Planning & Zoning Commission representative to discuss and answer any questions regarding planning-related cases on the agenda.

Planning & Zoning Chairman, Derek Deckard came forth and briefed the Council on recommendations of the Commission relative to planning-related items on tonight's meeting agenda.

## VIII. Open Forum

Mayor Johannesen explained how Open Forum is conducted, asking if anyone would like to come forth and speak at this time. There being no one indicating such, he then closed Open Forum.

## IX. Take Any Action as a Result of Executive Session

No action was taken as a result of Executive Session.

## X. Consent Agenda

1. Consider approval of the minutes from the April 1, 2024 city council meeting, and take any action necessary.
2. Consider approval of an **ordinance** for the temporary reduction of the current 70 miles per hour speed limit along IH-30 to 65 miles per hour from MP 69.27 to MP 71.23 (approximately 300 feet east of T.L. Townsend to the eastern City limits) during (re)construction of IH-30, and take any action necessary. **(2nd reading)**
3. Consider approval of an **ordinance** amending the Code of Ordinances in Ch. 44 "Utilities," Article V. "Water," Division 6 and Division 7 to combine and update the Water Conservation Plan and the Water Resource and Emergency Management Plan, and take any action necessary. **(2nd reading)**
4. **P2024-011** - Consider a request by Ryan Joyce of Michael Joyce Properties on behalf of Bret Pedigo of TM Terraces, LCC for the approval of a *Final Plat* for the Terraces Subdivision consisting of 82 single-family residential lots on a 21.648-acre tract of land being identified as a portion of Tracts 10-02, 10-03, 25-1 & 26 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 93 (PD-93) for Single-Family 10 (SF-10) District land uses, generally located south of the intersection of Cornelius Road and FM-1141, and take any action necessary.
5. **P2024-009** - Consider a request by Ryan Joyce of Michael Joyce Properties on behalf of Mike Peoples for the approval of a *Final Plat* for Lots 1-8, Block A, People Tract Addition being a 15.561-acre tract of land identified as a portion of Tracts 10-02, 10-03, 25-1, & 26 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 291, 333 & 555 Cornelius Road, and take any action necessary.
6. Consider authorizing the City Manager to execute a contract with B&B Concrete for Harry Myers parking lot expansion in the amount of \$59,900 to be funded by park land dedication fees, and take any action necessary.

**Councilmember McCallum pulled items #4 and #5 for further discussion. He then made a motion to approve the other, remaining Consent Agenda items (#s 1, 2, 3, and 6). Councilmember Jorif seconded the motion. The ordinance captions were read as follows:**

### **CITY OF ROCKWALL ORDINANCE NO. 24-11**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON INTERSTATE HIGHWAY NO. 30 OR PARTS**

THEREOF, WITHIN THE INCORPORATE LIMITS OF THE CITY OF ROCKWALL, TEXAS, AS SET OUT IN THIS ORDINANCE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$200.00 FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**CITY OF ROCKWALL  
ORDINANCE NO. 24-12**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE CODE OF ORDINANCES IN CHAPTER 44. UTILITIES; ARTICLE V. WATER; DIVISION 6 “WATER CONSERVATION PLAN” AND DIVISION 7 “WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN” TO REPEAL DIVISION 6. AND DIVISION 7 IN THEIR ENTIRETY AND REPLACE THEM WITH ONE NEW DIVISION 6 TO REFLECT AN UPDATED WATER CONSERVATION PLAN AND AN UPDATED WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED ON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE.

The motion to approve (#s 1, 2, 3 and 6) passed by a vote of 7 ayes to 0 nays.

Regarding Consent Agenda items # 4 and #5, Councilmember McCallum asked several clarifying questions of the city’s Planning Director, Ryan Miller.

Following the brief discussion, Councilmember Jorif then moved to approve Consent Agenda items #4 and #5. Councilmember Thomas seconded the motion. Councilmember McCallum asked if the two items can please be handled separately, as he is inclined to vote in favor of one of the two and vote against the other one.

Councilmember Jorif agreed, amending his motion to call for approval of Consent Agenda item #4 only. Councilmember Thomas seconded the motion, which passed by a vote of 6 ayes to 1 nays (McCallum).

Councilmember Jorif then moved to approve Consent Agenda item #5. Councilmember Thomas seconded the motion, which passed by a vote of 7 ayes to 0 nays.

**XI. Public Hearing Items**

1. **Z2024-010** - Hold a public hearing to discuss and consider a request by Mark Fernandez of Lithia C/O Golden Property Development, LLC on behalf of Zohreh Malek for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for a *New Motor Vehicle Dealership for Cars and Light Trucks* to allow the expansion of an existing *New Motor Vehicle Dealership* on a 5.9613-acre parcel of land identified as Lot 1, Block 1, Rockwall KIA Addition, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 1790 E. IH-30, and take any action necessary **(1st Reading)**.

Planning Director, Ryan Miller provided background information on this agenda item. This property is located along IH-30, and since the year 2008, a Kia dealership has been located on it. At that time, the UDC allowed new motor vehicle dealerships “by right” in a Light Industrial District. However,

the Code was later changed to require that a new motor vehicle dealership in a light industrial district had to obtain a Specific Use Permit (SUP). The owners of the dealership approached staff, wanting to expand and rebrand the dealership. Staff had two options – take it before the City’s Board of Adjustments to seek approval for the desired expansion related to a legally non-conforming use. Or, take the applicant through the SUP process and try to obtain an SUP. The SUP process provides more flexibility moving forward, so this is what the applicant is opting to do at this time. Mr. Miller provided a concept plan, sharing that the expansion is not a very large one. Obtaining the SUP has advantages for the city too, as its conditions will require the applicant to upgrade landscaping, the building will have a nicer look to it, and it will more closely conform to the city’s current zoning code. Twenty-eight notices were sent out to property owners and occupants located within 500’ of the property. One notice was received back in favor. Also, the city’s Planning & Zoning Commission has unanimously (7-0) recommended approval of this SUP request.

Mayor Johannesen opened the public hearing, asking if anyone would like to come forth and speak at this time. The applicant then came forth to address Council.

Bryan Hall  
3582 CR 1061  
Greenville, TX

Mr. Hall shared they desire to make the dealership look a little better for the community.

Councilmember Thomas made a motion to approve Z2024-010. Councilmember Moeller seconded the motion. The ordinance caption was read as follows:

**CITY OF ROCKWALL  
ORDINANCE NO. ~~24-XX~~  
SPECIFIC USE PERMIT NO. ~~S-3XX~~**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A *NEW MOTOR VEHICLE DEALERSHIP FOR CARS AND LIGHT TRUCKS* AND AN ACCESSORY *MAJOR AUTO REPAIR GARAGE* ON A 5.9613-ACRE PARCEL OF LAND IDENTIFIED AS LOT 1, BLOCK 1, ROCKWALL KIA ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED AND DESCRIBED IN *EXHIBITS ‘A’ AND ‘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.**

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

2. **Z2024-011** - Hold a public hearing to discuss and consider a request by Alan Wyatt on behalf of PSB Indemnity Family, LTD PTRN for the approval of an ordinance for a *Specific Use Permit (SUP)* to allow a structure in excess of 36-feet in the Scenic Overlay (SOV) District to allow the construction of a flag pole on a 1.158-acre parcel of land identified as a

Lot 2, Block A, Rockwall Executive Center Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the Scenic Overlay (SOV) District, addressed as 510 Turtle Cove Boulevard, and take any action necessary **(1st Reading)**.

Planning Director, Ryan Miller provided background information regarding this agenda item. The subject property is located within the IH-30 Scenic Overlay District, and a 49,500 square foot office building. The applicant would like approval to erect a 60 foot tall flagpole in the northwest corner of the parking lot. To do so requires the applicant to obtain an SUP. He explained that a 36' flagpole would be allowed 'by right,' but the applicant wants a taller one. Forty-four notices were sent out to adjacent land/property owners and occupants; however, no notices were received back by staff. The city's Planning & Zoning Commission reviewed this request and has recommended its approval by a vote of 7 ayes to 0 nays.

Mayor Johannesen opened the public hearing, asking if anyone would like to speak. No one indicated such, so he closed the Public Hearing.

Mayor Pro Tem Campbell moved to approve Z2024-011. Councilmember Thomas seconded the motion. He asked for clarification on what type of flag can be flown. Mr. Miller shared that it can only be a state or nation flag and cannot be used for signage. The ordinance caption was read as follows:

**CITY OF ROCKWALL  
ORDINANCE NO. 24-XX  
SPECIFIC USE PERMIT NO. S-3XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A *STRUCTURE IN EXCESS OF 36-FEET IN HEIGHT IN THE SCENIC OVERLAY (SOV) DISTRICT* TO ALLOW THE CONSTRUCTION OF A FLAG POLE ON A 1.158-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 2, BLOCK A, ROCKWALL EXECUTIVE CENTER ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

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

3. **Z2024-012** - Hold a public hearing to discuss and consider a request by Preston Harris of Harris Family Lake House, LLC for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Tennis Courts (Pickleball Courts)* on a 2.522-acre parcel of land identified as Lot 4, Block C, The Estates of Coast Royale #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, situated within the Scenic Overlay (SOV) District, addressed as 1722 Ridge Road, and take any action necessary **(1st Reading)**.

Mr. Miller, Planning Director, provided background information concerning this agenda item. This case is concerning 722 Ridge Road, which is currently zoned SF-10 District and is located within the

Scenic Overlay District. A 2,400 sq. foot single-family home is on the property, and it has a 1,600 square foot guest quarters. The applicant is seeking approval of an SUP at this time, associated with an 'already constructed' and un-permitted pickleball court in an effort to allow it to remain on the property. Mr. Miller explained that a private court like this requires an SUP. This court is in the rear of the property, and it has an 8' fence on the southern and western property lines, and there is a thick tree line on the northern property line. The pickleball court itself is 28' x 44' . The applicant has indicated that the purpose of the court initially was for basketball, but the contractor had talked to them about incorporating pickleball into the plan. There is one 12' light (pole) containing two LED lights that is adjacent to the court as well. Sixty-two notices were sent out to adjacent property owners and occupants within 500' of the subject property, and some notices received back by staff indicated concerns about lighting. Seven notices, with one being in favor and six being opposed, have been received back by staff as of today. The Planning & Zoning Commission has recommended approval of the request by a vote of 7 to 0.

Councilmember Lewis expressed great dissatisfaction regarding contractors who perform work within the city without first pulling / obtaining a permit. He strongly wishes the city could institute stronger, stricter penalties to contractors who do work without first obtaining proper permitting. Councilmember Jorif is also very dissatisfied with permits not being pulled before work like this is performed. He knows there are already concerns from neighbors who believe this property will be used as a short-term rental, and they are worried about noise and other issues arising from this property and from the pickleball courts. Councilmember McCallum shared that he also has concerns about this pickleball court, especially since the property is already being listed and utilized as a short-term rental. Mayor Pro Tem Campbell shared that she also has concerns about this request, especially since it was built without first pulling proper permits and because the property is being used as a STR.

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

Melba Jeffus  
2606 Cypress  
Rockwall, TX 75087

Mrs. Jeffus shared that she is very angry about this request. She very strongly encouraged Council to stop this right now, encouraging them to vote against this and to take a stand related to STRs.

Councilmember McCallum wonders if this property is currently being used as an STR (short-term rental) property.

The applicant, Mrs. Taylor Harris, came forth and shared that this is mostly a family home but it has also had maybe two rentals in the last 365+ days.

There was no one else wishing to come forth and speak at this time. So, Mayor Johannesen closed the public hearing.

City Attorney Frank Garza clarified that a basketball court is allowed 'by right.' It's the pickleball aspect of the court that is not currently allowed without special approval.

Extensive discussion ensued regarding this request, including questions and answers concerning



lighting as well as what is located immediately adjacent to this pickleball court.

Following the discussions, Mayor Johannesen moved to approve Z2024-012. Councilmember Thomas seconded the motion. The mayor then provided brief comments, giving various reasons why he is going to support this request this evening. The ordinance caption was read as follows:

**CITY OF ROCKWALL  
ORDINANCE NO. 24-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A PRIVATE TENNIS COURT ON A 2.522-ACRE PARCEL OF LAND IDENTIFIED AS LOT 4, BLOCK C, THE ESTATES OF COAST ROYALE #1 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBITS 'A' AND '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.**

The motion to approve passed by a vote of 4 ayes with 3 nays (Jorif, Campbell and McCallum).

4. **Z2024-013** - Hold a public hearing to discuss and consider a request by Paul Arce of Projects & Constructions Araque on behalf of Shirley Soto for the approval of an ordinance for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* on a 0.248-acre tract of land identified as a portion of Lot 1180 and all of Lot 1179 of the Lake Rockwall Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District, addressed as 340 Evans Road, and take any action necessary **(1st Reading)**.

Planning Director, Ryan Miller provided background information regarding this agenda item. He shared that the applicant is wanting to construct a 3,306 square foot single-family home on this property. The proposed home does appear to be comparable to other newer housing within the subdivision with the exception of the proposed garage orientation. Notices were sent out to adjacent land a property owners located within 500' of the subject property, but no notices were received back by staff. The P&Z Commission did recommend approval of this request by a vote of 7 ayes to 0 nays.

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

Councilmember Lewis moved to approve Z2024-013. Councilmember Thomas seconded the motion. The ordinance caption was read as follows:

**CITY OF ROCKWALL  
ORDINANCE NO. 24-XX  
SPECIFIC USE PERMIT NO. S-3XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 75 (PD-75)**

[ORDINANCE NO. 16-01] AND THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION ON A 0.248-ACRE PARCEL OF LAND, IDENTIFIED AS A PORTION OF LOT 1180 AND ALL OF LOT 1179 OF THE LAKE ROCKWALL ESTATES PHASE 2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

5. **Z2024-014** - Hold a public hearing to discuss and consider a request by Barbara Lee for the approval of an ordinance for a Zoning Change from an Agricultural (AG) District to a Single-Family 1 (SF-1) District for a ten (10) acre tract of land identified as Tract 22-01 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 628 Cornelius Road, and take any action necessary (1st Reading).

Planning Director, Ryan Miller provided background information concerning this agenda item. The applicant is seeking this zoning change for the purpose of then establishing two, additional single-family residential lots on the property – lots that will be conveyed to family members. Mr. Miller shared that thirty-two notices were sent out to adjacent land and property owners, but no notices were received back by staff. In addition, the Planning & Zoning Commission reviewed this case and has recommended its approval by a vote of 7 ayes to 0 nays.

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

Following brief questions and answers between staff and Council, Councilmember McCallum moved to approve Z2024-14. Councilmember Thomas seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL  
ORDINANCE NO. 24-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A CHANGE IN ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO A SINGLE-FAMILY 1 (SF-1) DISTRICT FOR A TEN (10) ACRE TRACT OF LAND IDENTIFIED AS TRACT 22-01 OF THE W. M. DALTON SURVEY, ABSTRACT NO. 72, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED IN EXHIBIT 'A' AND FURTHER DEPICTED 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.

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

6. **Z2024-015** - Hold a public hearing to discuss and consider a request by Ryan Joyce of Michael Joyce Properties on behalf of Mike Peoples for the approval of an **ordinance** for a Zoning Change from an Agricultural (AG) District to a Single-Family Estate 1.5 (SFE-1.5) District for a 15.561-acre tract of land identified as a portion of Tracts 10-02, 10-03, 25-1, & 26 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 291, 333 & 555 Cornelius Road, and take any action necessary (**1st Reading**).

Planning Director Ryan Miller provided background information regarding this agenda item. The applicant is seeking this zoning change for the purpose of establishing eight (8) single-family residential lots on the property. Thirty-four notices were mailed out to adjacent property owners located within 500'. Two notices were received back; however, the respondents live in the city's extraterritorial jurisdiction (ETJ), outside of the city limits. One of the replies was in favor, and one of them was in opposition of this request.

Mayor Johannesen opened the public hearing. The applicant came forth and provided brief comments to Council concerning this request. There being no one else wishing to come forth and speak, the mayor closed the public hearing.

Councilmember Jorif moved to approve Z2024-015. Councilmember McCallum seconded the motion. The ordinance caption was read as follows:

**CITY OF ROCKWALL  
ORDINANCE NO. 24-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A CHANGE IN ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO A SINGLE-FAMILY ESTATE 1.5 (SFE-1.5) DISTRICT FOR A 15.561-ACRE TRACT OF LAND IDENTIFIED AS A PORTION OF TRACTS 10-02, 10-03, 25-01 & 26 OF THE W. M. DALTON SURVEY, ABSTRACT NO. 72, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED IN *EXHIBIT 'A'* AND FURTHER DEPICTED 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.

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

## **XII. Action Items**

1. Hear, discuss and consider a presentation from Rockwall County Commissioner Dana Macalik (Pct. 2) concerning Rockwall County's Strategic Plan, and take any action necessary.

County Commissioner Dana Macalik provided a presentation Council related to the count's strategic plan. Council took no action as a result of Commissioner Macalik's comments.

2. Discuss and consider approval of a resolution adopting the Parks & Recreation Board's

recommendation for the naming of 4 acres of dedicated park land as "Greenes Lake Park," and take any action necessary.

**Parks Director, Travis Sales, came forth and provided background information concerning this agenda item.**

**Following brief comments, Councilmember Jorif moved to approve the resolution naming the park Greenes Lake Park. Councilmember Moeller seconded the motion, which passed by a vote of 7 ayes to 0 nays.**

**XIII. Adjournment**

**The meeting adjourned at 7:27 p.m.**

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ON THIS  
6<sup>th</sup> DAY OF MAY, 2024.**

\_\_\_\_\_  
**TRACE JOHANNESSEN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KRISTY TEAGUE, CITY SECRETARY**

CITY OF ROCKWALL

ORDINANCE NO. 24-13

SPECIFIC USE PERMIT NO. S-328

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A *NEW MOTOR VEHICLE DEALERSHIP FOR CARS AND LIGHT TRUCKS* AND AN *ACCESSORY MAJOR AUTO REPAIR GARAGE* ON A 5.9613-ACRE PARCEL OF LAND IDENTIFIED AS LOT 1, BLOCK 1, ROCKWALL KIA ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED AND DESCRIBED IN *EXHIBITS 'A' AND '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 Mark Fernandez of Lithia C/O Golden Property Development, LLC on behalf of Zohreh Malek for the approval of a Specific Use Permit (SUP) for a *New Motor Vehicle Dealership for Cars and Light Trucks* and an *accessory Major Auto Repair Garage* to allow the expansion of an existing *New Motor Vehicle Dealership* being a 5.9613-acre parcel of land identified as Lot 1, Block 1, Rockwall Kia Addition, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 1790 E. IH-30, and being more specifically depicted and described in *Exhibits 'A' and 'B'* 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 *Ordinance No. 22-02 [S-266]* the Unified Development Code (UDC) [*Ordinance No. 20-02*] 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 approval of this ordinance shall supersede all requirements stipulated in *Ordinance No. 22-02*.

**SECTION 2.** That the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing a *New Motor Vehicle Dealership for Cars and Light Trucks* and

accessory *Major Auto Repair Garage* as stipulated by Subsection 01.02, *Land Use Schedule*, of Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [Ordinance No. 20-02] on the *Subject Property*; and,

**SECTION 3.** That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 02.03, *Conditional Land Use Standards*, of Article 04, *Permissible Uses*, and Subsection 05.01, *General Industrial District Standards*, and Subsection 05.02, *Light Industrial (LI) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02] -- as heretofore amended and as may be amended in the future --, and with the following conditions:

### 3.1. OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *New Motor Vehicle Dealership for Cars and Light Trucks* and an accessory *Major Auto Repair Garage* on the *Subject Property* and conformance to these conditions are required for continued operations:

- (1) The development or redevelopment of the *Subject Property* shall generally conform to the *Concept Plan* depicted in *Exhibit 'B'* of this ordinance.
- (2) No vehicle display areas shall be permitted within the required landscape buffer along the E. IH-30 frontage road.
- (3) Motor vehicle inventory for the existing *New Motor Vehicle Dealership for Cars and Light Trucks* and/or *Major Auto Repair Garage* shall not be parked/stored on an unimproved surface.
- (4) The outside storage of tires or any other automotive parts shall be prohibited.
- (5) Any maintenance of motor vehicles shall be performed in a completely enclosed building, and no work on motor vehicles shall be performed outdoors.

### 3.2. COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require compliance to the following:

- (1) Upon obtaining a *Certificate of Occupancy (CO)* and/or building permit, should the business owner operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [Ordinance No. 20-02].

**SECTION 4.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.

**SECTION 5.** 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 6.** 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 7.** 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 8.** 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 6<sup>th</sup> DAY OF MAY, 2024.**

\_\_\_\_\_  
Trace Johannesen, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristy Teague, City Secretary

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: April 15, 2024

2<sup>nd</sup> Reading: May 6, 2024



**Exhibit 'A'**  
**Zoning Exhibit**

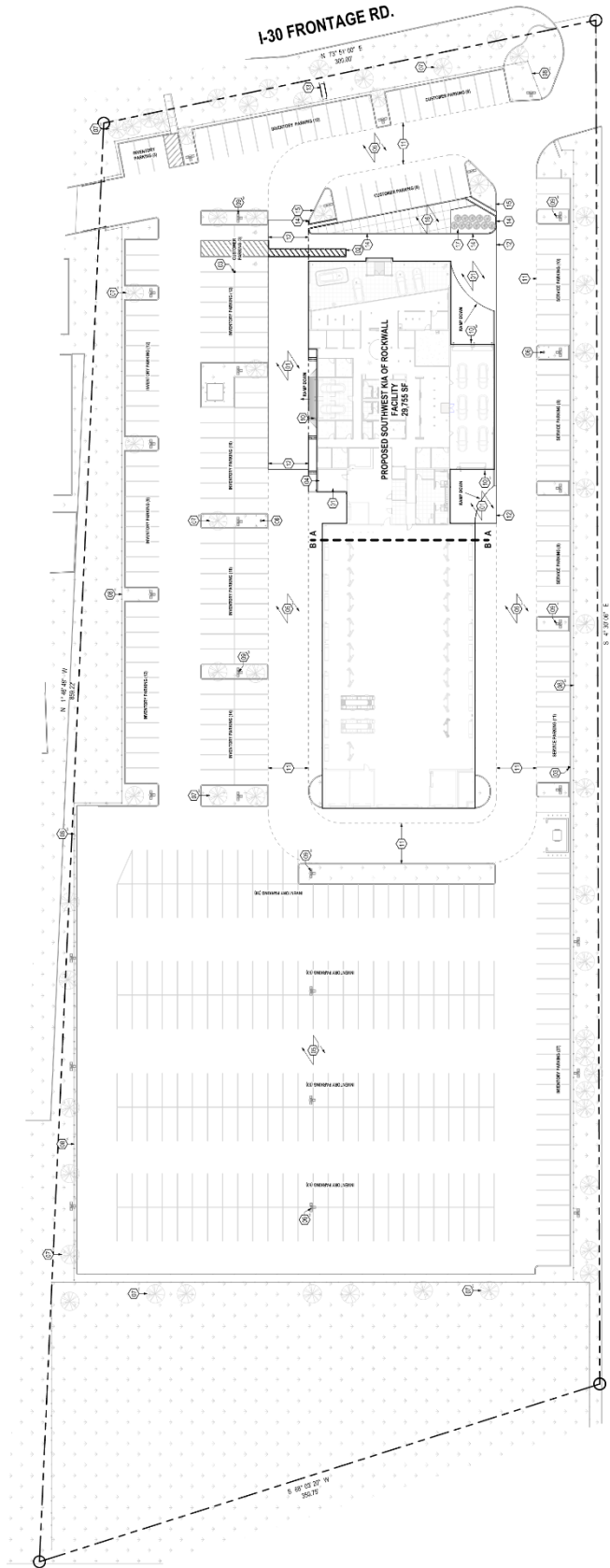
Address: 1790 E. IH-30

Legal Description: Lot 1, Block 1, Rockwall Kia Addition





**Exhibit 'B':  
Concept Plan**



CITY OF ROCKWALL

ORDINANCE NO. 24-14

SPECIFIC USE PERMIT NO. S-329

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A *STRUCTURE IN EXCESS OF 36-FEET IN HEIGHT IN THE SCENIC OVERLAY (SOV) DISTRICT* TO ALLOW THE CONSTRUCTION OF A FLAG POLE ON A 1.158-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 2, BLOCK A, ROCKWALL EXECUTIVE CENTER ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request from Alan Wyatt for the approval of a Specific Use Permit (SUP) to allow a *structure in excess of 36-feet in height in the Scenic Overlay (SOV) District* to allow the construction of a flag pole on a 1.158-acre parcel of land being described as Lot 2, Block A, Rockwall Executive Center Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, addressed as 510 Turtle Cove Boulevard, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall should be amended as follows:

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

**SECTION 1.** That the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) to allow a *structure in excess of 36-feet in height in the Scenic Overlay (SOV) District* to allow the construction of a flag pole in accordance with Article 04, *Permissible Uses*, and Article 05, *District Development Standards*, the Unified Development Code (UDC) [*Ordinance No. 20-02*] on the *Subject Property*; and,

**SECTION 2.** That the Specific Use Permit (SUP) shall be subject to the requirements set forth in

Subsection 03.04, *Flag Poles*, of Article 04, *Permissible Uses*, and Subsection 07.03, *Non-Residential District Development Standards*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] -- *as heretofore amended and may be amended in the future* -- and with the following conditions:

## 2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the construction and continued operation of a flag pole on the *Subject Property* and conformance to these operational conditions are required:

- 1) The development of a flag pole on the *Subject Property* shall generally conform to the Concept Plan as depicted in *Exhibit 'B'* of this ordinance.
- 2) The construction of a flag pole on the *Subject Property* shall generally conform to the Flag Pole Elevations depicted in *Exhibit 'C'* of this ordinance.
- 3) The proposed flag pole shall not exceed a maximum overall height of 60-feet as measured from grade.
- 4) The flag shall be maintained in good condition free of tears, rips, fraying, or fading.

## 2.2 COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)* of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require the *Subject Property* to comply with the following:

- 1) Upon obtaining a *Building Permit*, should the contractor operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].

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

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

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

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

force and effect.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
THIS THE 6<sup>th</sup> DAY OF MAY, 2024.**

\_\_\_\_\_  
Trace Johannesen, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristy Teague, City Secretary

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: April 15, 2024

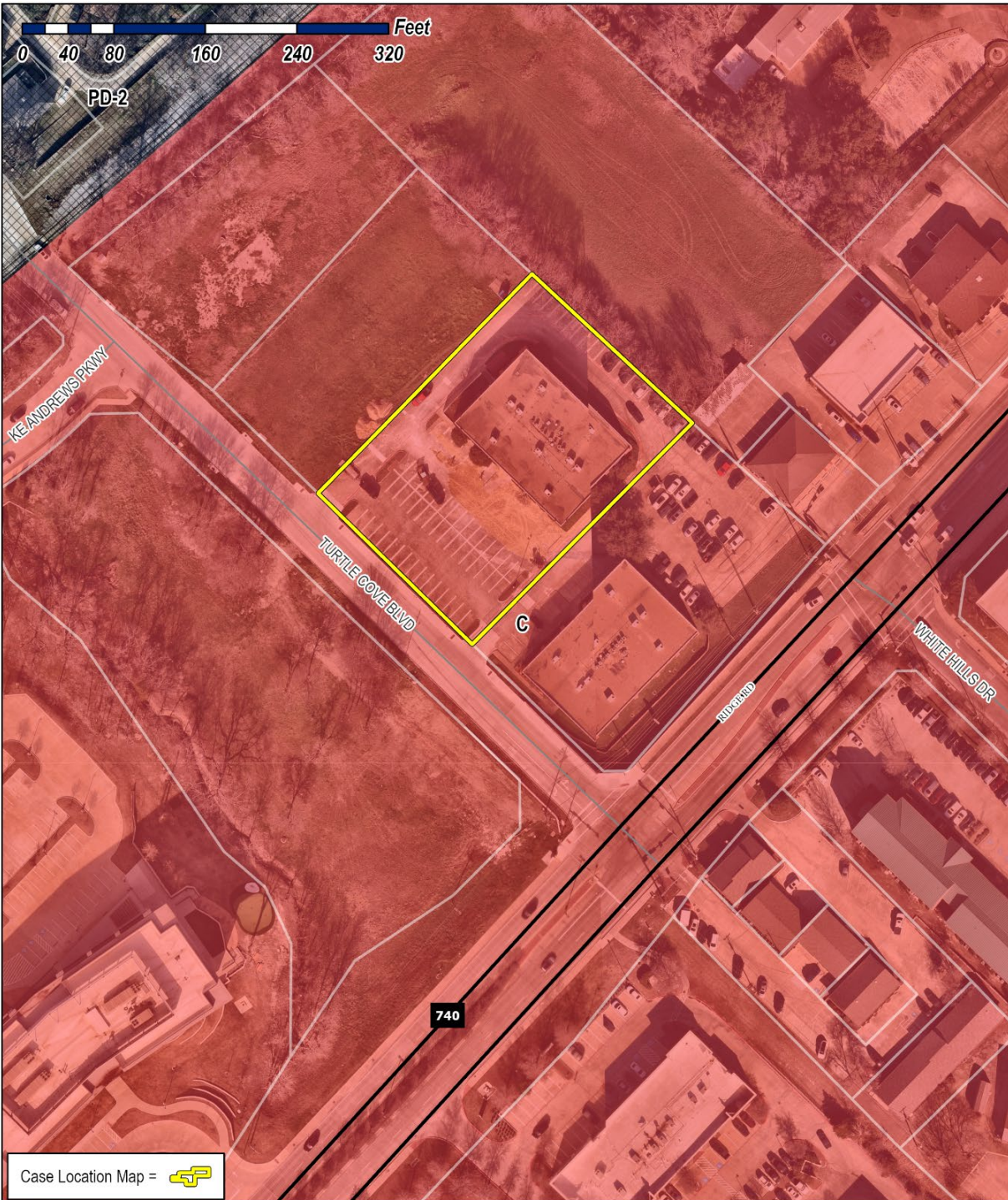
2<sup>nd</sup> Reading: May 6, 2024



**Exhibit 'A'**  
**Location Map and Survey**

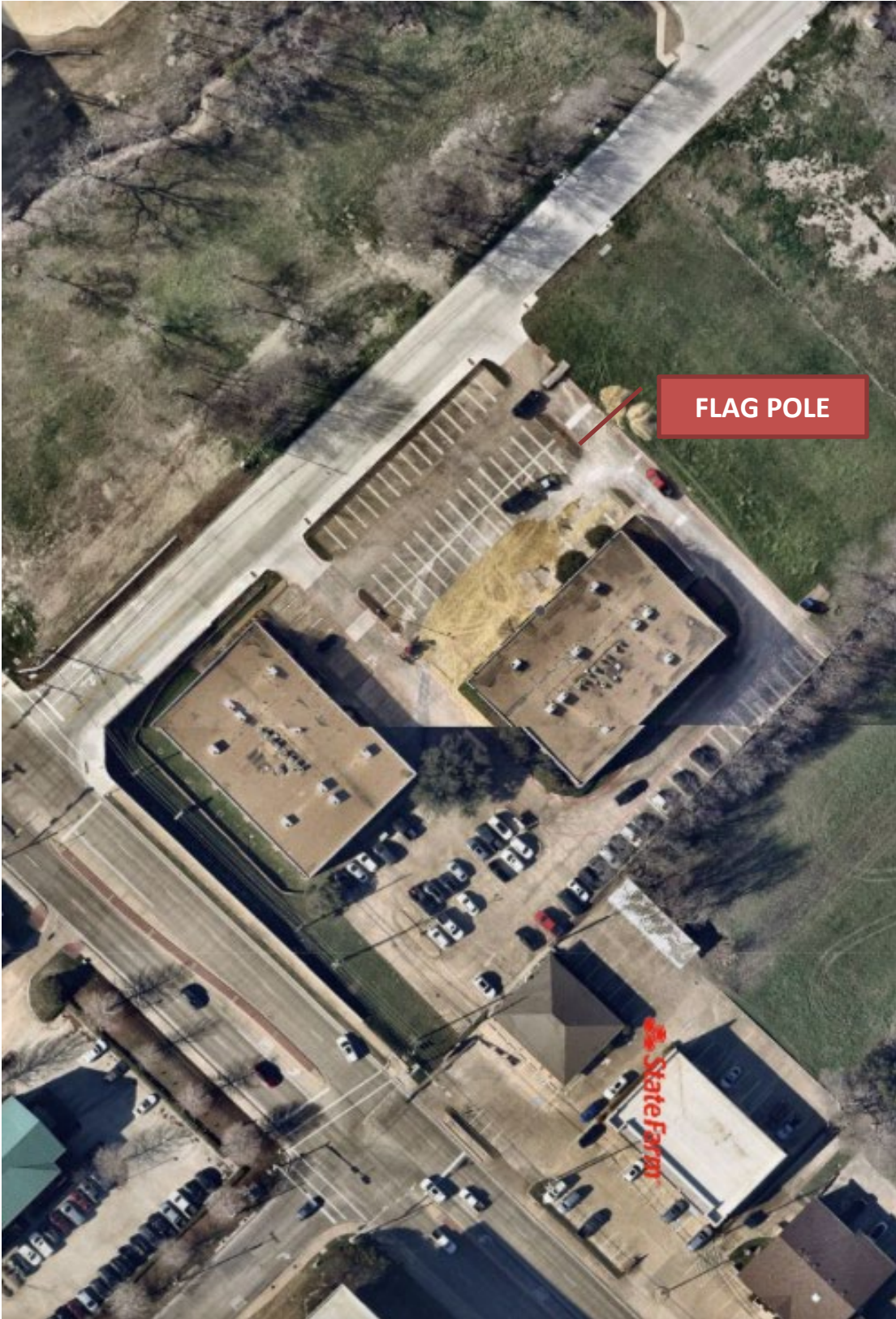
Address: 510 Turtle Cove Boulevard

Legal Description: Lot 2, Block A, Rockwall Executive Center Addition





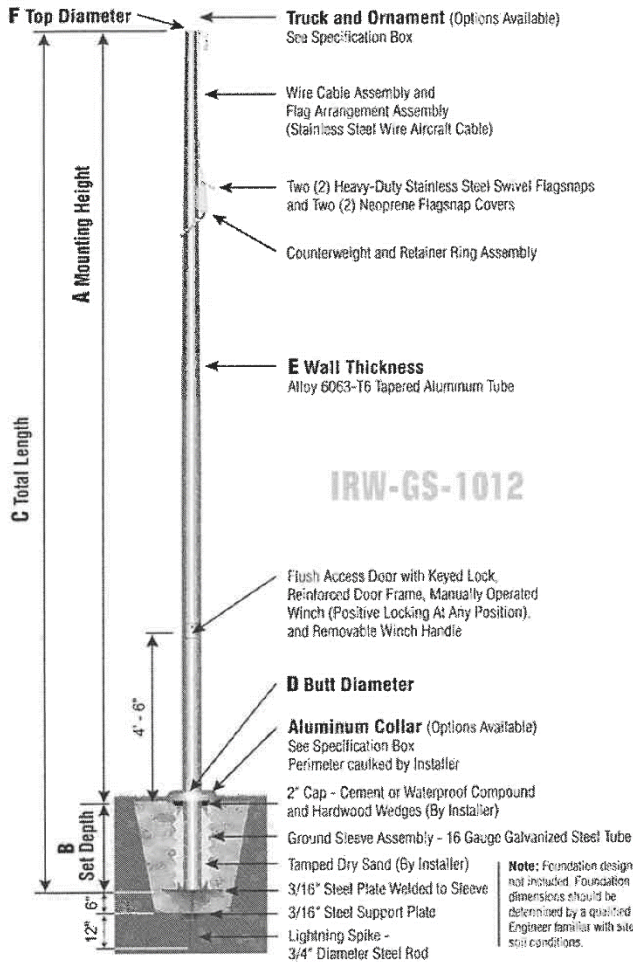
**Exhibit 'B':**  
*Concept Plan*



## Exhibit 'C': Flag Pole Elevations



### Independence Series IRW - Internal with Winch Wire Halyard Ground Set Installation



**IRW-GS-1012**

**Note:** Foundation design not included. Foundation dimensions should be determined by a qualified Engineer familiar with site soil conditions.

Customer Name: Texas Specialty	
Dealer: Epic Eagle	Qty: 1
Project: 60' Rockwall Turtle Cove	Location: Rockwall
Notes:	

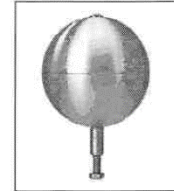
IRW60D13G-TAZ-00F-C2C-FSA

CAFP\_010819\_1pg

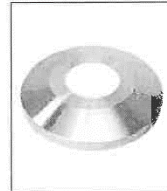
## IRW60D13 - SAT



**TRK-9800-58**  
Int. Revolving Truck  
Sealed Bearings



**BAL-1058-GLD**  
HD Gold Anodized  
Aluminum Ball



**COL1-A10S**  
FC-11 Spun Alum  
1-Piece



**SAT**  
Satin Finish



**IRW - WINCH**  
Reinforced Welded  
Door Frame

Specifications
A. Mounting Height: 60'
B. Set Depth: 6'-0"
C. Total Length: 66'-0"
D. Butt Diameter: 10"
E. Wall Thickness: .188"
F. Top Diameter: 4"
Flagpole Sections: 3
Shaft Weight: 501 lbs.
Hardware Weight: 52 lbs.
Ground Sleeve Weight: 90 lbs.
* Max Flag Size: 12' x 18'
* Max Wind Speed w/Nylon Flag: 86 mph
* Max Wind Speed No Flag: 118 mph
* Wind Speed Specifications from ANSI/NAAMM FP 1001-07

- 1 -

CITY OF ROCKWALL

ORDINANCE NO. 24-16

SPECIFIC USE PERMIT NO. S-331

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 75 (PD-75) [ORDINANCE NO. 16-01] AND THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR *RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION* ON A 0.248-ACRE PARCEL OF LAND, IDENTIFIED AS A PORTION OF LOT 1180 AND ALL OF LOT 1179 OF THE LAKE ROCKWALL ESTATES PHASE 2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request by Paul Arce for the approval of a *Specific Use Permit (SUP)* for *Residential Infill in an Established Subdivision* on a 0.248-acre parcel of land identified as a portion of Lot 1180 and all of Lot 1179 of the Lake Rockwall Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 340 Evans Road, and being more specifically described and 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 Planned Development District 75 (PD-75) [*Ordinance No. 16-01*] and the Unified Development Code (UDC) [*Ordinance No. 20-02*] 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 Planned Development District 75 (PD-75) [*Ordinance No. 16-01*] and the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* to allow for the construction of a single-family home in an established subdivision in accordance with Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] on the *Subject Property*; and,

**SECTION 2.** That the Specific Use Permit (SUP) shall be subject to the requirements set forth in



Planned Development District 75 (PD-75) [*Ordinance No. 16-01*] and Subsection 03.01, *General Residential District Standards*, and Subsection 03.09, *Single-Family 7 (SF-7) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] -- as heretofore amended and may be amended in the future -- and with the following conditions:

## 2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the construction of a single-family home on the *Subject Property* and conformance to these operational conditions are required:

- 1) The development of the *Subject Property* shall generally conform to the *Residential Plot Plan* as depicted in *Exhibit 'A'* of this ordinance.
- 2) The construction of a single-family home on the *Subject Property* shall generally conform to the *Building Elevations* depicted in *Exhibit 'B'* of this ordinance.
- 3) The applicant shall be required to replat the subject property prior to the issuance of a Building Permit.
- 4) Once construction of the single-family home has been completed, inspected, and accepted by the City of Rockwall, this Specific Use Permit (SUP) shall expire, and no further action by the property owner shall be required.

## 2.2 COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)* of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require the *Subject Property* to comply with the following:

- 1) Upon obtaining a *Building Permit*, should the contractor operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].

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

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

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

**SECTION 6.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and

the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
THIS THE 6<sup>th</sup> DAY OF MAY, 2024.**

\_\_\_\_\_  
Trace Johannesen, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristy Teague, City Secretary

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: April 15, 2024

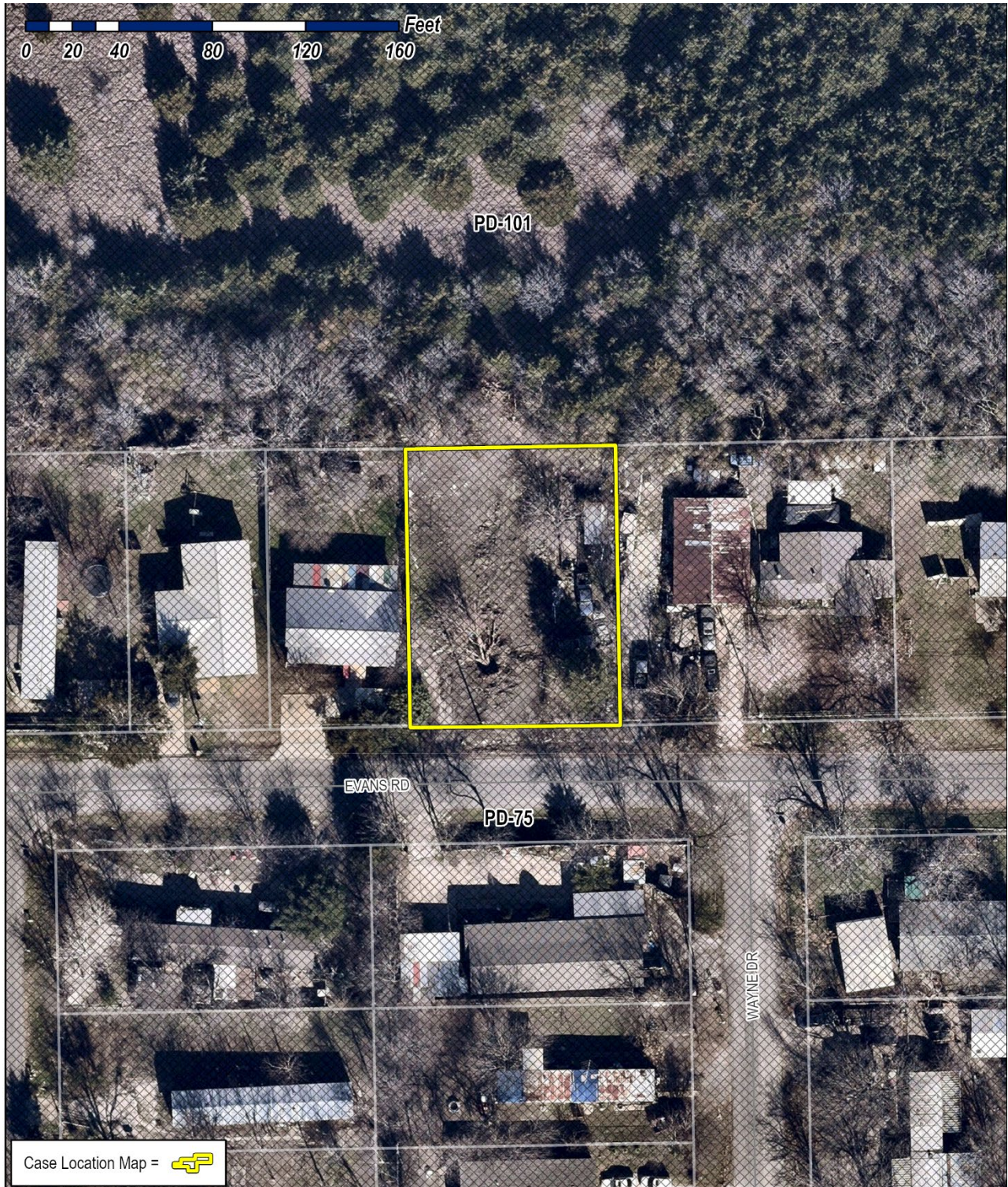
2<sup>nd</sup> Reading: May 6, 2024



**Exhibit 'A':**  
**Location Map and Residential Plot Plan**

Address: 340 Evans Road

Legal Description: Portion of Lot 1180 and all of Lot 1179 of the Lake Rockwall Estates Phase 2 Addition









CITY OF ROCKWALL

ORDINANCE NO. 24-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A CHANGE IN ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO A SINGLE-FAMILY 1 (SF-1) DISTRICT FOR A TEN (10) ACRE TRACT OF LAND IDENTIFIED AS TRACT 22-01 OF THE W. M. DALTON SURVEY, ABSTRACT NO. 72, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED IN *EXHIBIT 'A'* AND FURTHER DEPICTED 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 Barbara Lee for the approval of a *Zoning Change* from an Agricultural (AG) District to a Single-Family 1 (SF-1) District for a ten (10) acre tract of land identified as Tract 22-01 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 628 Cornelius Road, and more fully described in *Exhibit 'A'* and depicted 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. 20-02*] 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. 20-02*] of the City of Rockwall, Texas, as heretofore amended, be and the same are hereby amended by amending the zoning map of the City of Rockwall so as to change the zoning of the *Subject Property* from an Agricultural (AG) District to a Single-Family 1 (SF-1) District;

**SECTION 2.** That the *Subject Property* shall be used only in the manner and for the purposes provided for a Single-Family 1 (SF-1) District as stipulated in Section 01.01, *Use of Land and Buildings*, of Article 04, *Permissible Uses* and Section 03.01, *General Residential District Standards* and Section 03.05, *Single-Family 1 (SF-1) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] 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 offense 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 6<sup>TH</sup> DAY OF MAY, 2024.**

\_\_\_\_\_  
Trace Johannesen, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristy Teague, City Secretary

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: April 15, 2024

2<sup>nd</sup> Reading: May 6, 2024

**Exhibit 'A'**  
*Legal Description*

All that certain lot, tract or parcel of land situated in the WILLIAM DALTON SURVEY, ABSTRACT NO. 72, Rockwall County, Texas, and being all of a called 10.00-acres tract of land as described in a Warranty deed from Joseph E. Cook and Kerri A. Cook to William Edward Powers and Nancy Freeman Powers, dated July 17, 2015 and being recorded in Document No. 20150000011248 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

*BEGINNING* at a point for corner in Cornelius Road, said point being at the southwest corner of said Powers tract and at the southeast corner of a 9.97-acres tract of land as described in a Warranty deed from John C. Fredriksen and Arlene C. Fredriksen to Marc J. Laughrey and Tracey D. Laughrey, as recorded in *Document No. 20150000008096* of the Official Public Records of Rockwall County, Texas;

*THENCE* N. 00 deg. 05 min. 24 sec. W., at 20.00-feet pass a ½" iron rod found for witness and continuing for a total distance of 1329.65-feet to a ½" iron rod found for corner at the northeast corner of said 9.97-acres tract of land;

*THENCE* N. 89 deg. 26 min. 06 sec. E. a distance of 327.76-feet to a 3/8" iron rod found for corner at the northeast corner of said Powers tract and the northwest corner of a 9.58-acres tract of land as described in a Warranty deed from William E. Powers and Nancy F. Powers to James H. Lee and Barbara P. Lee, as recorded in *Document No. 20170000013220* of the Official Public Records of Rockwall County, Texas;

*THENCE* S. 00 deg. 06 min. 19 sec. E. along the west boundary line of said 9.58-acres tract, at 1311.20-feet pass a 3/8" iron rod found for witness and continuing for a total distance of 1331.68-feet to a point in the center of Cornelius Road;

*THENCE* S. 89 deg. 47 min. 28 sec. W. along the center of said road, a distance of 328.10-feet to the *POINT OF BEGINNING* and containing 10.02-acres of land, of which 0.22-acres lies within Cornelius Road.





CITY OF ROCKWALL

ORDINANCE NO. 24-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A CHANGE IN ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO A SINGLE-FAMILY ESTATE 1.5 (SFE-1.5) DISTRICT FOR A 15.561-ACRE TRACT OF LAND IDENTIFIED AS A PORTION OF TRACTS 10-02, 10-03, 25-01 & 26 OF THE W. M. DALTON SURVEY, ABSTRACT NO. 72, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED IN *EXHIBIT 'A'* AND FURTHER DEPICTED 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 Ryan Joyce of Michael Joyce Properties on behalf of Mike Peoples for the approval of a *Zoning Change* from an Agricultural (AG) District to a Single-Family Estate 1.5 (SFE-1.5) District for a 15.561-acre tract of land identified as a portion of Tracts 10-02, 10-03, 25-01 & 26 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 291, 333 & 555 Cornelius Road, and more fully described in *Exhibit 'A'* and depicted 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. 20-02*] 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. 20-02*] 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 Agricultural (AG) District to a Single-Family Estate 1.5 (SFE-1.5) District;

**SECTION 2.** That the *Subject Property* shall be used only in the manner and for the purposes provided for a Single-Family Estate 1.5 (SFE-1.5) District as stipulated in Section 01.01, *Use of Land and Buildings*, of Article 04, *Permissible Uses* and Section 03.01, *General Residential District Standards* and Section 03.02, *Single-Family Estate 1.5 (SFE-1.5) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] 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 6<sup>TH</sup> DAY OF MAY, 2024.**

\_\_\_\_\_  
Trace Johannesen, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristy Teague, City Secretary

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: April 15, 2024

2<sup>nd</sup> Reading: May 6, 2024

**Exhibit 'A'**  
*Legal Description*

**BEING** a tract of land situated in the William Dalton Survey, Abstract Number 72 Rockwall County, Texas and being portions of those tracts of land conveyed to Mike Peoples, according to the documents filed of record in Volume 1679, Page 190, Volume 1679, Page 196, Volume 173, Page 752 and Volume 184, Page 522, Deed Records Rockwall County, Texas (D.R.R.C. T.) and being more particularly described as follows:

**BEGINNING** at a point for the northeast corner of that tract of land conveyed to the City of Rockwall, Texas according to the document filed of record in Volume 58, Page 191, (D.R.R.C. T.) same being the northwest corner of the tract of land described herein;

**THENCE**, North 89 degrees 31 minutes 25 seconds East, a distance of 485.01-feet to a point for a corner of this tract;

**THENCE**, North 00 degrees 28 minutes 35 seconds West, a distance of 10.64-feet to a point for a corner of this tract;

**THENCE**, North 89 degrees 17 minutes 06 seconds East, a distance of 1,058.46-feet to a point for the northwest corner of that tract of land conveyed to Donnie Peoples according to the document filed of record in Volume 188, Page 357 (D.R.R.C. T.) and being the common northeast corner of this tract;

**THENCE**, South 00 degrees 32 minutes 31 seconds East, with the west line of said Donnie Peoples tract, same being common with the east line of this tract, a distance of 458.47-feet to a point for the southeast corner of this tract;

**THENCE**, South 89 degrees 27 minutes 29 seconds West, leaving said common line, a distance of 1,265.98-feet to a point for a corner of this tract and being the beginning of a curve to the right, having a central angle of 49° 15' 27", a radius of 150.00-feet, and a long chord bearing and distance of North 65 degrees 54 minutes 48 seconds West, 125.02-feet;

**THENCE**, with said curve to the right an arc distance of 128.96-feet to a point for a corner of this tract and the beginning of a non-tangent curve to the left, having a central angle of 26° 09' 34", a radius of 450.00-feet, and a long chord bearing and distance of North 54 degrees 21 minutes 52 seconds West, 203.68-feet;

**THENCE**, with said curve to the left an arc distance of 205.46-feet to a point in the east line of Terraces Phase One, an addition to the City of Rockwall, Rockwall County, Texas according to the plat filed of record in *Document Number 2024000000459 Plat Records* Rockwall County, Texas for the most westerly southwest corner of this tract;

**THENCE**, North 01 degrees 28 minutes 22 seconds West, with said east line, a distance of 63.06-feet to a point for the northeast corner of said addition, same being the common southeast corner of the above-mentioned City of Rockwall tract and a common corner of this tract;

**THENCE** North 00 degrees 06 minutes 44 seconds West, with the east line of said City of Rockwall tract and common west line of this tract, a distance of 209.82-feet to the **POINT OF BEGINNING** and containing 677,846 square feet or 15.561-acres of land.







# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

---

**TO:** Mayor and City Council  
**DATE:** May 6, 2024  
**APPLICANT:** Ronny Klingbeil; *RLK Engineering, Inc.*  
**CASE NUMBER:** P2024-007; *Replat for Lot 3, Block 1, Rockwall Middle School No. 4 Addition*

---

### SUMMARY

Consider a request by Ronny Klingbeil of RLK Engineering, Inc. on behalf of Tim Lyssy of Rockwall Independent School District (RISD) for the approval of a Replat for Lot 3, Block 1, Rockwall Middle School No. 4 Addition being a 26.25-acre parcel of land identified as Lot 1, Block 1, Rockwall Middle School No. 4 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, situated within the SH-205 By-Pass Overlay (SH-205 BY-OV) District, addressed as 625 FM-552, and take any action necessary.

### PLAT INFORMATION

- Purpose. The applicant is requesting approval of a Replat for a 26.25-acre parcel of land (*i.e. Lot 1, Block 1, Rockwall Middle School No.4 Addition*) for the purpose of reestablishing one (1) non-residential lot (*i.e. Lot 3, Block 1, Rockwall Middle School No. 4 Addition*) to modify the existing utility and drainage easements to accommodate additions to an existing public school.
- Background. The subject property was annexed into the City of Rockwall on March 16, 1998 by *Ordinance No. 98-10 [i.e. Case No. A1998-001]*. Per the City's historic zoning maps, the subject property was zoned Single-Family 16 (SF-16) District as of April 05, 2005 and has remained zoned Single-Family 16 (SF-16) District. In 2001, the Planning and Zoning Commission approved the original site plan case [*i.e. Case No. PZ2001-111-04*] to allow the construction of a 105,697 SF junior high school [*i.e. J.W. Williams Middle School*] on the subject property. The junior high school was constructed in 2002 according to Rockwall Central Appraisal District (RCAD). On February 19, 2018, the City Council approved an exception [*i.e. Case No. MIS2018-003*] to the masonry requirements for the purpose of constructing an accessory building. On November 14, 2023, the Planning and Zoning Commission approved a site plan [*i.e. Case No. SP2023-039*] to allow the expansion of the J.W. Williams Middle School.
- Conformance to the Subdivision Ordinance. The surveyor has completed the majority of the technical revisions requested by staff, and this Replat -- conforming to the requirements for plats as stipulated by the *Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional Approval. Conditional approval of this Replat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the *Municipal Code of Ordinances*.

### CONDITIONS OF APPROVAL

If City Council chooses to approve of a Replat for *Lot 3, Block 1, Rockwall Middle School No. 4 Addition*, staff would propose the following conditions of approval:

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

**PLANNING AND ZONING COMMISSION**

On April 30, 2024, the Planning and Zoning Commission approved a motion to recommend approval of the Replat by a vote of 5-0, with Commissioners Llewellyn and Conway absent.





# DEVELOPMENT APPLICATION

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

PLANNING & ZONING CASE NO. \_\_\_\_\_

**NOTE:** THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

### PLATTING APPLICATION FEES:

- MASTER PLAT (\$100.00 + \$15.00 ACRE) <sup>1</sup>
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- FINAL PLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- REPLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

### SITE PLAN APPLICATION FEES:

- SITE PLAN (\$250.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)

### ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) <sup>1 & 2</sup>
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) <sup>1</sup>

### OTHER APPLICATION FEES:

- TREE REMOVAL (\$75.00)
- VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) <sup>2</sup>

#### NOTES:

<sup>1</sup>: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

<sup>2</sup>: A \$1,000.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

## PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS	625 Farm to Market Rd 552, Rockwall, Texas 75087		
SUBDIVISION	Rockwall Middle School No. 4 Addition	LOT	1
GENERAL LOCATION	SWC of N. John King Blvd & FM 522		
		BLOCK	

## ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING	SF-16	CURRENT USE	Educational - Middle School	
PROPOSED ZONING	n/a	PROPOSED USE	n/a	
ACREAGE	26.25	LOTS [CURRENT]	1	LOTS [PROPOSED]
				n/a

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

## OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

<input type="checkbox"/> OWNER	Rockwall I.S.D	<input type="checkbox"/> APPLICANT	RLK Engineering, Inc.
CONTACT PERSON	Tim Lyssy	CONTACT PERSON	Ronny Klingbeil
ADDRESS	1050 Williams Street	ADDRESS	111 W. Main Street
CITY, STATE & ZIP	Rockwall, Texas 75087	CITY, STATE & ZIP	Allen, Texas 75013
PHONE	972-771-0605	PHONE	972-359-1733
E-MAIL	tim.lyssy@rockwallisd.org	E-MAIL	Ronny@RLKengineering.com

## NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Tim Lyssy [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

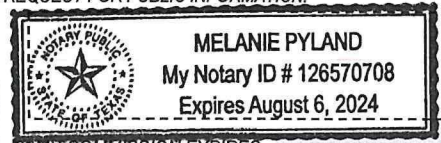
"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ \_\_\_\_\_ TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 20th DAY OF October, 2023 BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 20th DAY OF October, 2023

OWNER'S SIGNATURE

*[Signature]*  
*Melanie Pyland*

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

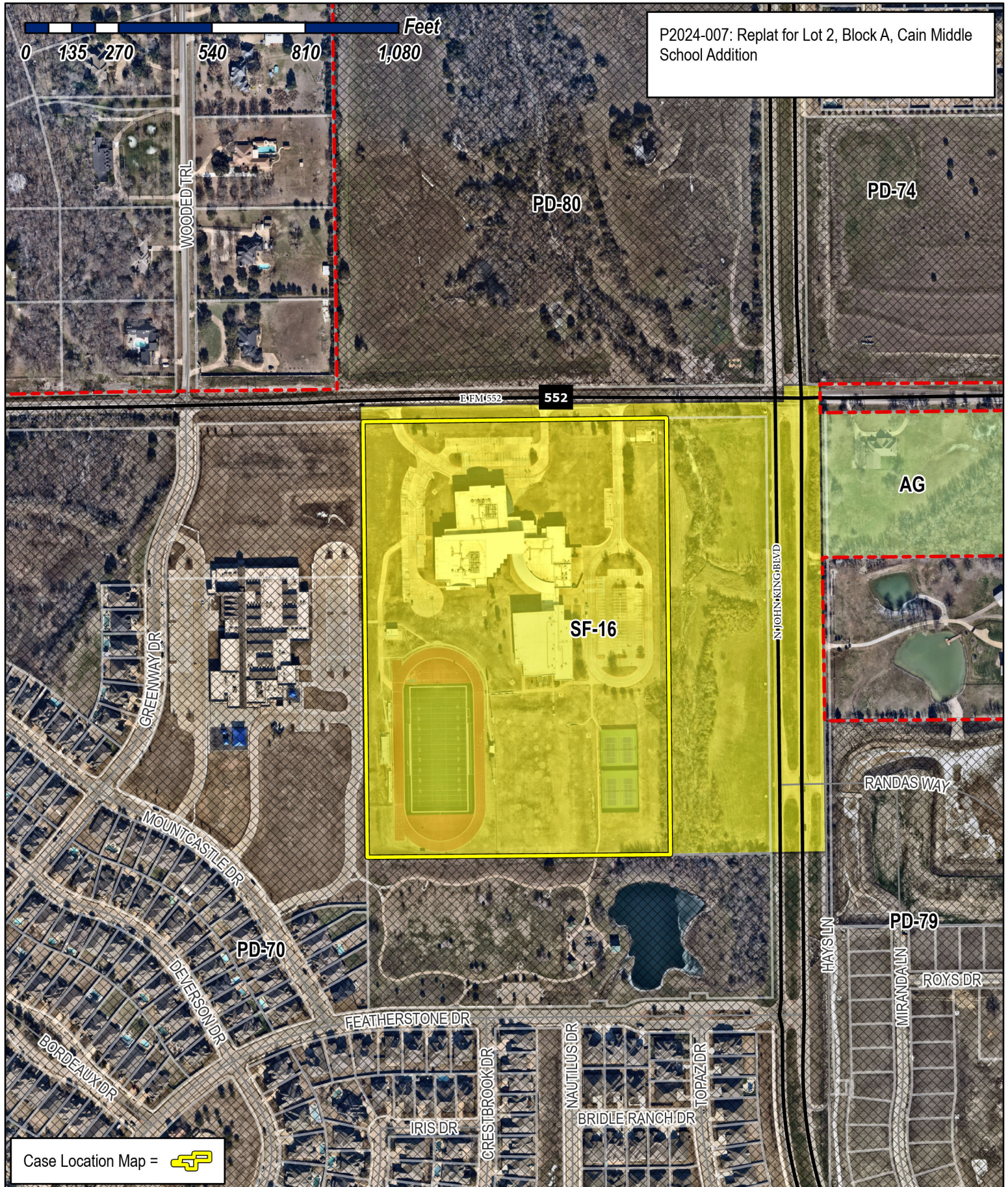



MY COMMISSION EXPIRES



0 135 270 540 810 1,080 Feet

P2024-007: Replat for Lot 2, Block A, Cain Middle School Addition



Case Location Map = 



# City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
(W): www.rockwall.com

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





1 3/4" CIRF  
"TXDOT"  
Ref. Monument

Called 44.557 Acres  
Saddle Star South Holdings, LLC  
Inst. No. 20210000012265  
D.R.R.C.T.

New Right-of-Way Alignment

Called 1.890 Acres  
The State of Texas  
Inst. No. 20220000010848  
D.R.R.C.T.

1 3/4" CIRF  
"TXDOT"  
Ref. Monument

New Right-of-Way Alignment

Old Right-of-Way Alignment

Old Right-of-Way Alignment

Point of Beginning

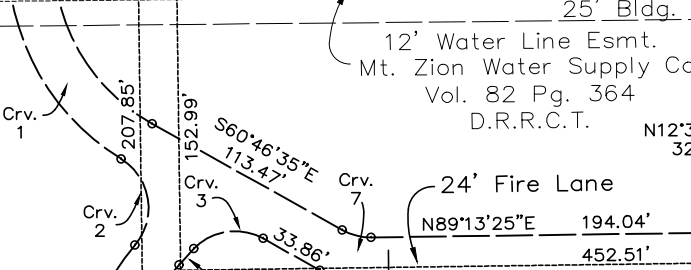
**F. M. No. 552**

Variable Width Right-of-Way

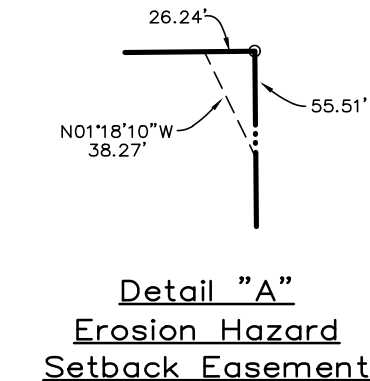
N89°26'25"E 877.00'

Erosion Hazard Setback Easement See Detail "A"

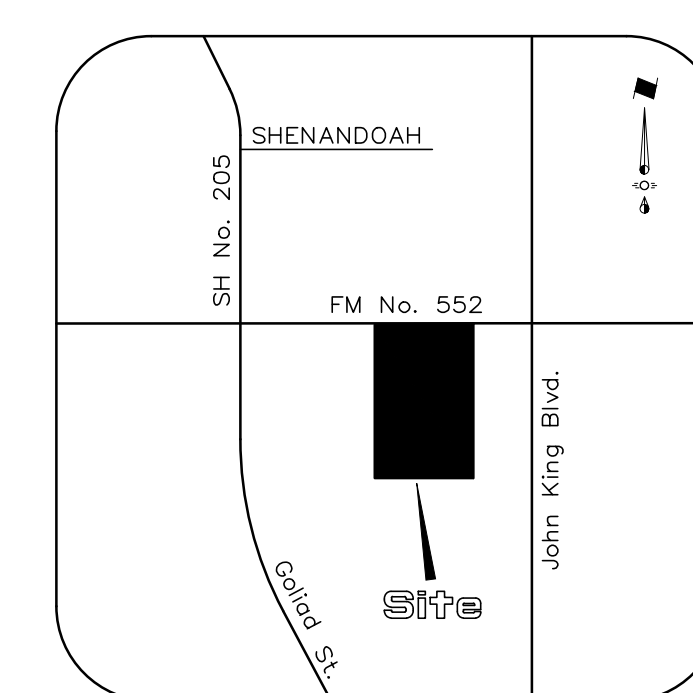
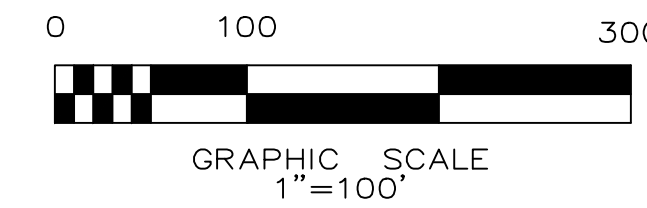
3/4" Iron Found Ref. Monument State Plane Coord. N=7040291.62 E=2595159.76



**Lot 3, Block 1**  
1,113,790 Sq. Ft.  
25.569 Acres



**Detail "A"**  
Erosion Hazard Setback Easement



**VICINITY MAP**  
NTS

Called 4.3290 Acres  
Rockwall I.S.D.  
Inst. No. 20180000022380  
D.R.R.C.T.

Lot 1, Block A  
RISD Elementary School Addition  
Cab. H, Pg. 341  
P.R.R.C.T.

Lot 2  
Rockwall Middle School  
No. 4 Addition  
Cab. F, Pg. 67  
P.R.R.C.T.

**BENCHMARK NO. 1:**  
"X" Cut on top of the south curb line for the west drive way entrance along F.M. No. 553. the "X" Cut bears S57°54'14"E a distance of 147.17' from the 3/4" iron rod found for the northwest corner of Lot 1. ELEVATION = 523.73'

**BENCHMARK NO. 2:**  
"X" Cut on the southwest corner of the sidewalk leading from the school up to the practice field at the end of the stairs. "X" Cut bears N52°18'10"E a distance of 682.65' from the 1/2" iron rod with plastic cap stamped "4613" set for the southwest corner of Lot 1. ELEVATION = 529.79'

Curve Data Chart			
	Inner	Outer	
1	A=54°18'59" R=100.00' T=51.30' L=94.80'	A=53°04'38" R=124.00' T=61.93' L=114.87'	11
2	A=98°36'22" R=30.00' T=34.88' L=51.63'		12
3	A=75°00'00" R=30.00' T=23.02' L=39.27'		13
4	A=45°00'00" R=50.00' T=41.42' L=78.54'	A=40°59'39" R=124.00' T=46.35' L=88.72'	14
5	A=76°06'42" R=50.00' T=39.14' L=66.42'		15
6		A=256°06'44" R=50.00' T=63.87' L=223.50'	16
7	A=30°00'00" R=50.00' T=8.04' L=15.71'	A=30°00'00" R=54.00' T=14.47' L=28.27'	17
8	A=76°39'27" R=30.00' T=23.72' L=40.14'	A=76°39'27" R=54.00' T=42.69' L=72.25'	18
9	A=13°20'33" R=30.00' T=3.51' L=6.99'	A=13°20'33" R=54.00' T=6.31' L=12.57'	
10		A=16°15'28" R=112.00' T=16.00' L=31.78'	

State Plane Coord.  
N=7039021.69  
E=2595172.46

**LEGEND**

CIRF = CAPPED 1/2" IRON ROD SET STAMPED (4613)  
CIRF = CAPPED 1/2" IRON ROD FOUND  
IRF = IRON ROD FOUND  
Cab. = CABINET  
Pg. = PAGE  
Inst. No. = INSTRUMENT NUMBER  
D.R.R.C.T. = DEED RECORDS OF ROCKWALL COUNTY, TEXAS  
P.R.R.C.T. = PLAT RECORDS OF ROCKWALL COUNTY, TEXAS

Called 11.3500 Acres  
City Of Rockwall  
Inst. No. 20140000018337  
D.R.R.C.T.

**BASIS OF BEARINGS:**  
The bearings shown are derived from Texas WDS RTK Network, Texas State Plane Coordinate System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0, vertical positions are referenced using NAVD88 using (GEOID03).

**NOTES:**  
All easements are recorded in Cabinet F, Page 67, P.R.R.C.T. unless noted otherwise.  
The property owner is responsible for repair, replacement, and maintenance of all drainage easements.

**PURPOSE OF REPLAT:**  
To modify Utility and Drainage Easements to accommodate new building additions.

SHEET 1 OF 2  
FINAL PLAT  
Lot 3, Block 1  
**ROCKWALL MIDDLE SCHOOL**  
**No. 4 ADDITION**  
Being A Replat Of  
Lot 1, Block 1  
Rockwall Middle School No. 4 Addition  
Being  
1 Lot And 25.569 Acres Or 1,113,790 S.F.  
Situated In The  
**W.T. DeWESE SURVEY ~ ABST. 71**  
CITY OF ROCKWALL  
ROCKWALL COUNTY, TEXAS

**Owner**  
Rockwall Independent School District  
1050 Williams Street  
Rockwall, Texas 75087  
Telephone 972 771-0605

**Engineer**  
RLK Engineering, Inc.  
Texas Registration No. 579  
111 West Main Street  
Allen, Texas 75013  
Telephone 972 359-1733

**Surveyor**  
Surdukan Surveying, Inc.  
Firm No. 10069500  
PO Box 126  
Anna, Texas 75409  
Telephone 972 924-8200  
Job No. 2023-31  
April 29, 2024

OWNER'S CERTIFICATION

STATE OF TEXAS  
COUNTY OF ROCKWALL

WHEREAS, the Rockwall Independent School District, being the owner of a tract of land in the County of Rockwall, State of Texas, said tract being described as follows: Being situated in the W. T. DeWeese Survey, Abstract No. 71, and being all of Lot 1 of Rockwall Middle School No. 4, an addition to the City of Rockwall, Rockwall County, Texas, as recorded in Cabinet F, Page 67, Plat Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 3/4" iron rod found for corner in the south line of F.M. No. 552 (a variable width R.O.W.), said point being the northwest corner of the aforementioned Lot 1, Rockwall Middle School No. 4;

THENCE N89°26'25"E, with the south line of F.M. No. 552, a distance of 877.00 feet to a 1/2" iron rod with plastic cap stamped "4613" set corner;

THENCE S00°34'23"E, leaving F.M. No. 552, a distance of 1270.00 feet to a 2/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE S89°26'25"W, a distance of 877.00 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N00°34'23"W, a distance of 1270.00 feet to the POINT OF BEGINNING and CONTAINING 1,113,790 square feet, or 25.569 acres of land.

BASIS OF BEARINGS:

The bearings shown are derived from Texas WDS RTK Network, Texas State Plane Coordinate System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0, vertical positions are referenced using NAVD88 using (GEI0D03).

GENERAL NOTES

(1) Subdivider's Statement:

Selling a portion of this addition by metes and bounds is unlawful and a violation of the Subdivision Ordinance of the City of Rockwall and Chapter 212 Municipal Regulation of Subdivisions and Property Development, of the Texas Local Government Code, and shall be subject to the City of Rockwall withholding utilities and building permits.

(2) Public Improvement Statement:

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

(3) Drainage and Detention Easements:

The property owner shall be responsible for maintaining, repairing, and replacing and shall bear sole liability of all systems within the drainage and detention easements.

(4) Fire Lanes:

All fire lanes will be constructed, maintained, repaired and replaced by the property owner. Fire lanes shall be constructed in accordance with the approved Civil Engineering Plans for both on-site and off-site Fire Lane improvements.

STATE OF TEXAS  
COUNTY OF ROCKWALL

We the undersigned owner of the land shown on this plat, and designated herein as Lot 3, Block 1, Rockwall Middle School No. 4 subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the public forever all streets, alleys, parks, water courses, drains, easements, and public places thereon shown for the purpose and consideration therein expressed. We understand and do hereby reserve the easements strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. We also understand the following:

1. No buildings shall be constructed or placed upon, over, or across the off-site and on-site utility easements as described herein.

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

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

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

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

6. Property owner is responsible for maintaining, repairing, and replacing detention/drainage system.

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

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

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

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

\_\_\_\_\_  
Rockwall Independent School District  
By:  
Title:

STATE OF TEXAS  
COUNTY OF ROCKWALL

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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

\_\_\_\_\_  
David J. Surdukan  
Registered Public Surveyor  
Registration No. 4613  
TX Firm No. 10069500



APPROVED:

I hereby certify that the above and forgoing subdivision plat, Lot 3, Block 1, Rockwall Middle School No. 4 Addition, being an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor of the City of Rockwall

\_\_\_\_\_  
Planning And Zoning  
Commission Chairman

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Engineer

SHEET 2 OF 2

FINAL PLAT

Lot 3, Block 1

ROCKWALL MIDDLE SCHOOL  
No. 4 ADDITION

Being A Replat Of  
Lot 1, Block 1  
Rockwall Middle School No. 4 Addition  
Being  
1 Lot And 25.569 Acres Or 1,113,790 S.F.

Situated In The  
W.T. DeWEESE SURVEY ~ ABST. 71  
CITY OF ROCKWALL  
ROCKWALL COUNTY, TEXAS

**Owner**  
Rockwall Independent School District  
1050 Williams Street  
Rockwall, Texas 75087  
Telephone 972 771-0605

**Engineer**  
RLK Engineering, Inc.  
Texas Registration No. 579  
111 West Main Street  
Allen, Texas 75013  
Telephone 972 359-1733

**Surveyor**  
Surdukan Surveying, Inc.  
Firm No. 10069500  
PO Box 126  
Anna, Texas 75409  
Telephone 972 924-8200  
Job No. 2023-31  
April 29, 2024



# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

---

**TO:** Mayor and City Council  
**DATE:** May 6, 2024  
**APPLICANT:** Josh Millsap; *KFM Engineering & Design*  
**CASE NUMBER:** P2024-013; *Replat for Lot 3, Block A, TAC Rockwall Addition*

---

### SUMMARY

Consider a request by Josh Millsap of KFM Engineering & Design on behalf of Tony Austin of Rockwall Downtown Lofts, LTD for the approval of a Replat for Lot 3, Block A, TAC Rockwall Addition being a 3.35-acre parcel of land identified as Lot 2, Block A, TAC Rockwall Addition, City of Rockwall, Rockwall County, Texas, zoned Downtown (DT) District, situated within the SH-66 Overlay (SH-66 OV) District, located at the southwest corner of the intersection of S. Goliad Street [SH-205] and SH-66, and take any action necessary.

### PLAT INFORMATION

- The applicant is requesting the approval of a replat for a 3.35-acre parcel of land (*i.e. Lot 2, Block A, TAC Rockwall Addition*) in order to replat it into a single lot (*i.e. Lot 3, Block A, TAC Rockwall Addition*) for the purpose of dedicating additional right-of-way (ROW) in order to facilitate the construction of a 263-unit *Urban Residential Building (i.e. Multi-Family Apartment)*.
- The majority of the subject property (*i.e. Lots 1, 2, 3, 4, 5, 6, 7, & 8, Block P and Lots 1 & 2, Block AB, Rockwall OT Addition*) is a part of the *Plan of Rockwall -- also known as the Rockwall OT Addition or Rockwall Original Town Addition --*, which was recorded on September 27, 1861. The remainder of the subject property (*i.e. Lots 4 & 5, Block A and Lots 4 & 5, Block B, Lowe & Allen Addition*) was incorporated with the *Lowe & Allen Subdivision* prior to 1911 based on the May 16, 1911 Sanborn Maps. As of the January 3, 1972, the Historic Zoning Maps show the subject property being zoned General Retail (GR) District. This designation remained until the subject property was rezoned to Downtown (DT) District on September 4, 2007 by *Ordinance No. 07-34 (which is also known as the Downtown Regulating Plan)*. On June 18, 2021, the applicant submitted a site plan (*i.e. Case No. SP2021-020*) for the subject property proposing a four (4) story, 263-unit apartment complex (*i.e. Rockwall Downtown Lofts*) and a conveyance plat (*i.e. Case No. P2021-035*) combining (13) lots (*i.e. Lots 1, 2, 3, 4, 5, 6, 7, & 8, Block P, Lots 1 & 2, Block AB, Rockwall OT Addition, and Lots 4 & 5, Block A and Lots 4 & 5, Block B, Lowe & Allen Addition*) and conveying the subject property. The conveyance plat was approved by the City Council on July 6, 2021, and the site plan was approved by the Planning and Zoning Commission on July 27, 2021. On July 5, 2022, the City Council approved a replat (*Case No. P2022-033*) that establish easements on the subject property.
- The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- *conforming to the requirements for plats as stipulated by the Chapter 38, Subdivisions, of the Municipal Code of Ordinances --* is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of Chapter 38, *Subdivisions*, of the Municipal Code of Ordinances.

### CONDITIONS OF APPROVAL

If the City Council chooses to approve the Replat for Lot 3, Block A, TAC Rockwall Addition, staff would propose the following conditions of approval:

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

**PLANNING AND ZONING COMMISSION**

On April 30, 2024, the Planning and Zoning Commission approved a motion to recommend approval of the replat by a vote of 5-0, with Commissioners Conway and Llewellyn absent.



# DEVELOPMENT APPLICATION

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

### STAFF USE ONLY

PLANNING & ZONING CASE NO. \_\_\_\_\_

**NOTE:** THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

#### PLATTING APPLICATION FEES:

- MASTER PLAT (\$100.00 + \$15.00 ACRE) <sup>1</sup>
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- FINAL PLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- REPLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

#### SITE PLAN APPLICATION FEES:

- SITE PLAN (\$250.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)

#### ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) <sup>1 & 2</sup>
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) <sup>1</sup>

#### OTHER APPLICATION FEES:

- TREE REMOVAL (\$75.00)
- VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) <sup>2</sup>

#### NOTES:

<sup>1</sup> IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

<sup>2</sup> A \$1,000.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

### PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 201 W. WASHINGTON STREET, ROCKWALL, TX 75087

SUBDIVISION TAC ROCKWALL ADDITION

LOT

2

BLOCK

A

GENERAL LOCATION SW INTERSECTION OF WASHINGTON STREET AND ALAMO ROAD

### ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING DT/ SH66 OVERLAY

CURRENT USE VACANT/ POLICE PARKING LOT

PROPOSED ZONING NA

PROPOSED USE URBAN RESIDENTIAL

ACREAGE 3.35

LOTS [CURRENT]

1

LOTS [PROPOSED]

1

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

### OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

OWNER ROCKWALL DOWNTOWN LOFTS, LTD.

APPLICANT KFM ENGINEERING & DESIGN

CONTACT PERSON TONY S. AUSTIN

CONTACT PERSON JOSH MILLSAP

ADDRESS 1600 N. COLLINS BLVD. SUITE 3000

ADDRESS 3501 OLYMPUS BLVD.

CITY, STATE & ZIP RICHARDSON, TX 75080

CITY, STATE & ZIP DALLAS, TX 75019

PHONE 214-507-9055

PHONE 469-899-0536

E-MAIL tsAustin@tac-inc.net

E-MAIL jmillsap@kfm-llc.com

### NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TONY S. AUSTIN [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 367.00 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 19 DAY OF APRIL, 2024. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 19 DAY OF APRIL, 2024

OWNER'S SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS







P2024-013: Replat for Lot 3, Block A, TAC  
Rockwall Addition

66

S FIRST ST

DT

205

CEM

Case Location Map = 



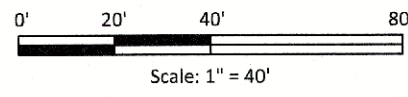
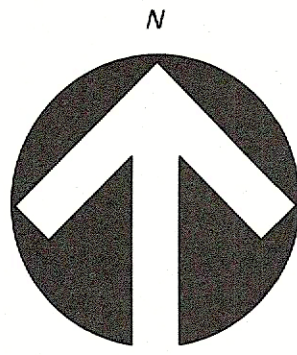
# City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
(W): www.rockwall.com

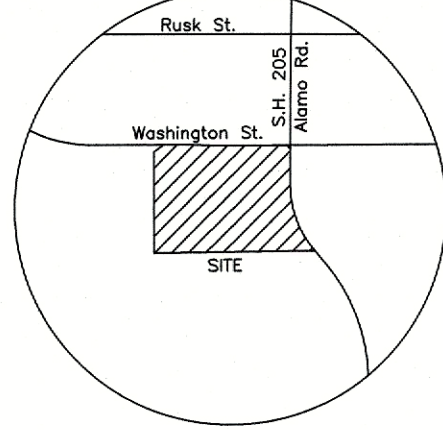
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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







Vicinity Map  
(Not to Scale)

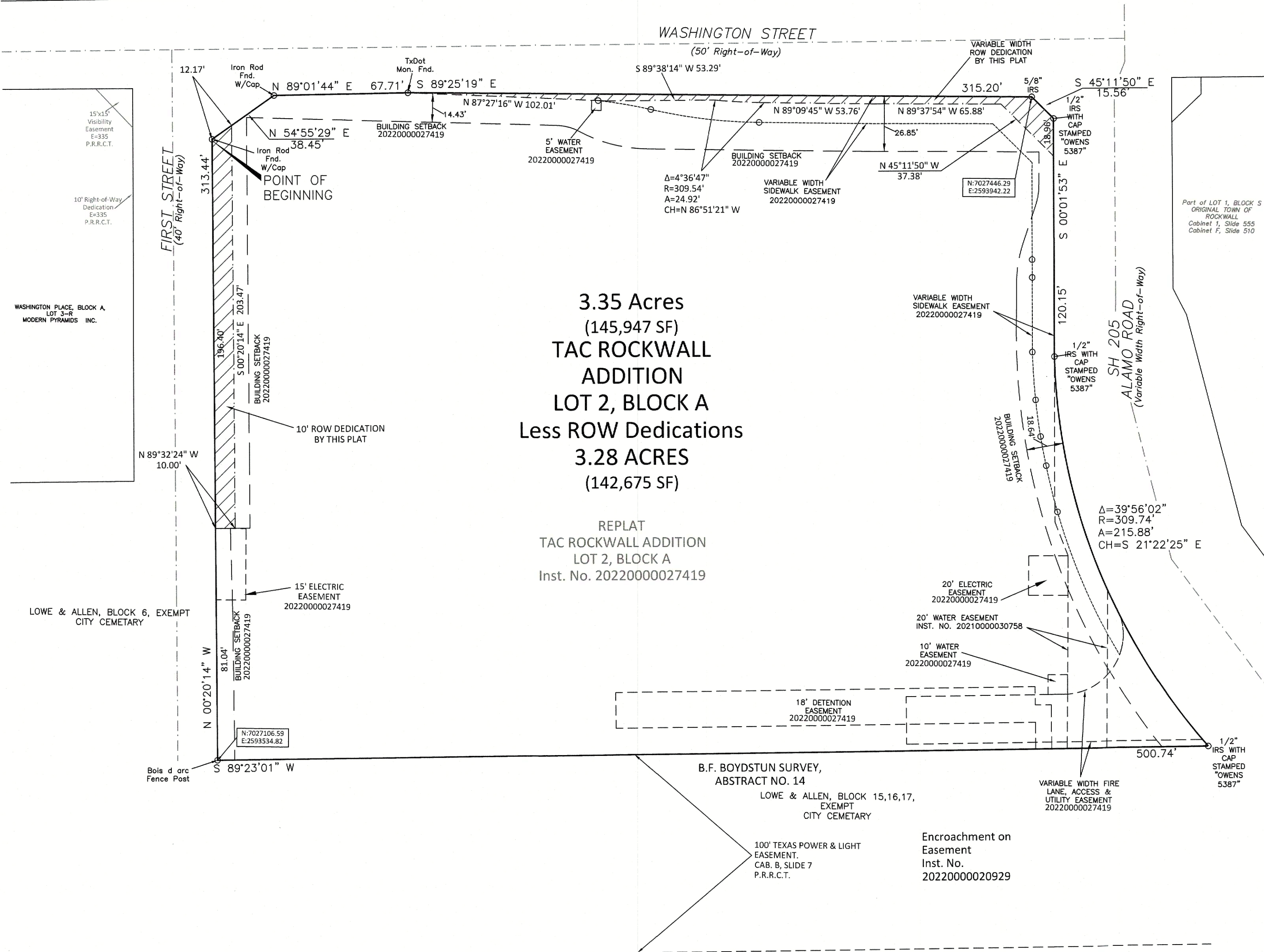


LEGEND

IRF	Iron Rod Found
IRS	Iron Rod Set
DRRCT	Deed Records Rockwall County, Texas
PRRCT	Plat Records Rockwall County, Texas
RPRRCT	Real Property Records Rockwall County, Texas
OPRRCT	Official Public Records Rockwall County, Texas

COUNTY OF ROCKWALL  
VOL. 2076, PG. 22  
O.P.R.R.C.T.

CITY OF ROCKWALL



Case No.: \_\_\_\_\_

REPLAT  
TAC ROCKWALL ADDITION, LOT 2, BLOCK A

REPLAT  
LOT 1, BLOCK A TAC ROCKWALL ADDITION  
Containing a total of 3.35 Acres  
Situated in the B. F. Boydston Survey, Abstract NO. 14  
City of Rockwall, Rockwall County, Texas

Owner:  
ROCKWALL DOWNTOWN LOFTS, LTD  
1600 N. Collins Blvd., Suite 3000  
Richardson, TX. US 75080

Engineer:  
KFM ENGINEERING & DESIGN  
3301 OLYMPIUS BLVD., SUITE 100  
DALLAS, TEXAS 75019  
jmill@kfm-llc.com

Scale: 1" = 40'	Checked By: DSH
Date: February 1, 2024	P.C.: Spradling
Technician: Spradling/Bedford	File: ROCKWALL LOFTS CP 2021-06-09
Drawn By: Spradling/Bedford	Job. No. 552-176
	GF No.

P.O. BOX 1025 • GREENVILLE, TX 75403  
www.eyncon.com • (903) 450-9837

Sheet:  
1  
Of: 2



FIRM REG. CERT. #10022400



OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF ROCKWALL

BEING a 3.35 acre tract of land situated in the B.F. BOYDSTUN SURVEY, ABSTRACT NO. 14 in the City of Rockwall, Rockwall County, Texas and being all of TAC ROCKWALL ADDITION, LOT 1, BLOCK A as recorded in Clerk File #20210000027157, Official Public Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod with cap found for the southerly corner of a corner cut-off line at the intersection of the east line of said FIRST STREET (apparent 30' in width) with the south line of WASHINGTON STREET (apparent 50' in width);

THENCE with the south line of said Washington Street with said corner cut-off line, NORTH 54°55'29" EAST a distance of 38.45 feet to an iron rod with cap found for corner;

THENCE with the south line of said Washington Street, NORTH 89°01'44" EAST a distance of 67.71 feet to a TxDot Monument found for corner;

THENCE continuing with the south line of said Washington Street, SOUTH 89°25'19" EAST a distance of 315.20 feet to a 5/8 inch iron rod found for corner for the northerly corner of a corner cut-off line located at the intersection of the west line of State Highway 205 (ALAMO ROAD)(variable width);

THENCE with the west line of said Washington Street (ALAMO ROAD), SOUTH 45°11'50" EAST a distance of 15.56 feet to a 1/2 inch iron rod with cap stamped Owens found for corner;

THENCE continuing with the west line of said State Highway 205 (ALAMO ROAD), SOUTH 00°01'53" EAST a distance of 120.15 feet to a 1/2 inch iron rod with cap stamped Owens found for the beginning of a curve to the left having a radius of 309.74 feet and a chord bearing of South 21°22'25" East;

THENCE continuing with the west line of said State Highway 205 (ALAMO ROAD) with said curve to the left through a central angle of 39°56'02" for an arc length of 215.88 feet to a 1/2 inch iron rod with cap stamped Owens found for the southeast corner of the herein described tract of land;

THENCE departing the west line of said State Highway 205 (ALAMO ROAD), SOUTH 89°23'01" WEST a distance of 500.74 feet to a Bois-d-arc fence post found for the southwest corner of herein described tract of land and being located in the east line of said FIRST STREET;

THENCE with the east line of said FIRST STREET, NORTH 00°20'14" WEST a distance of 313.44 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 3.35 acres or 145,947 square feet of land more or less.

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

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

- No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
- Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
- The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
- The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
- The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
- No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall;
- Property owner is responsible for maintenance, repair, and replacement of all detention/drainage facilities in easements;
- Abandonment and Conveyance: Notwithstanding anything to the contrary contained herein: (i) the purpose of this plat is to be filed in connection with the conveyance of all of the property shown hereon to Rockwall Downtown Lofts, Ltd., a Texas limited partnership, (ii) all parties hereto agree to execute and deliver all such further documents and instruments necessary to effectuate such conveyance and abandonment any existing right of way to Rockwall Downtown Lofts, Ltd., a Texas limited partnership.

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

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

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

ROCKWALL DOWNTOWN LOFTS, LTD.,  
a Texas limited partnership

By: ROCKWALL DOWNTOWN LOFTS GP, LP,  
a Texas limited partnership, General Partner

By: TONY AUSTIN COMPANY, INC., Managing General Partner

By: \_\_\_\_\_  
Tony S. Austin, President

STATE OF TEXAS  
COUNTY OF ROCKWALL

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

Given upon my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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

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

Donald S. Holder  
Registered Professional Land Surveyor No. 5266  
sholder@eyncon.com  
Eyncon Engineering & Surveying  
PO Box 1025  
Greenville, Texas 75403

RECOMMENDED FOR FINAL APPROVAL

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

APPROVED

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the \_\_\_\_ day of \_\_\_\_\_, 2024.

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

WITNESS OUR HANDS, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor, City of Rockwall                      City Secretary                      City Engineer

Case No.: \_\_\_\_\_

REPLAT  
TAC ROCKWALL ADDITION, LOT 2, BLOCK A

REPLAT  
LOT 1, BLOCK A TAC ROCKWALL ADDITION  
Containing a total of 3.35 Acres  
Situated in the B. F. Boydston Survey, Abstract NO. 14  
City of Rockwall, Rockwall County, Texas

Owner:  
ROCKWALL DOWNTOWN LOFTS, LTD  
1600 N. Collins Blvd. Suite 3000  
Richardson, TX, US 75080

Engineer:  
EFM ENGINEERING & DESIGN  
3501 OLYMPUS BLVD., SUITE 100  
DALLAS, TEXAS 75019  
jmlisap@efm-ic.com

Scale: 1" = 40'  
Date: February 1, 2024  
Technician: Spradling/Bedford  
Drawn By: Spradling/Bedford

Checked By: DSH  
P.C.: Spradling  
File: ROCKWALL LOFTS CP 2021-06-09  
Job No. 552-176  
GF No.

P.O. BOX 1025 • GREENVILLE, TX 75403  
www.eyncon.com • (903) 450-9837

Sheet:  
2  
Of: 2



FIRM REG. CERT. #10022400





# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

---

**TO:** Mayor and City Council  
**DATE:** May 6, 2024  
**APPLICANT:** Nick Hobbs; *BGE, Inc.*  
**CASE NUMBER:** P2024-014; *Final Plat for Lot 1, Block A, HEB Addition*

---

### SUMMARY

Consider a request by Nick Hobbs of BGE, Inc. on behalf of Ben Scott of HEB, LP for the approval of a Final Plat for Lot 1, Block A, HEB Addition being a 12.519-acre tract of land identified as Tracts 2 & 3 of the J. M. Allen Survey, Abstract No. 2, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 By-Pass Overlay (SH-205 BY-OV) District and the IH-30 Overlay (IH-30 OV) District, located at the southwest corner of the eastbound IH-30 Frontage Road and John King Boulevard, and take any action necessary.

### PLAT INFORMATION

- Purpose. The applicant is requesting the approval of a Final Plat for a 12.519-acre tract of land (*i.e. Tracts 2 & 3 of the J. M. Allen Survey, Abstract No. 2*) to establish one (1) non-residential lot (*i.e. Lot 1, Block A, HEB Addition*) for the purpose of establishing utility and drainage easements for the future construction of a grocery store (*i.e. HEB*) on the subject property.
- Background. The subject property was annexed into the City of Rockwall on September 16, 1974 by *Ordinance No's. 74-25 & 74-27 [i.e. Case No's. A1974-005 & A1974-007]*. At the time of annexation, the subject property was zoned Agricultural (AG) District. According to the June 3, 1977 *Historic Zoning Map*, at some point between the time of annexation and June 3, 1977, the subject property was rezoned from an Agricultural (AG) District to a Commercial (C) District. On January 9, 2024, the Planning and Zoning Commission approved a site plan [*i.e. Case No. SP2023-047*] to allow the construction of a grocery store (*i.e. HEB*) on the subject property.
- Conformance to the Subdivision Ordinance. The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- *conforming to the requirements for plats as stipulated by the Chapter 38, Subdivisions, of the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional Approval. Conditional approval of this Final Plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- With the exception of the items listed in the Conditions of Approval section of this case memo, this plat is in substantial compliance with the requirements of the Subdivision Ordinance in the Municipal Code of Ordinances.

### CONDITIONS OF APPROVAL

If City Council chooses to approve of the Final Plat for Lot 1, Block A, HEB Addition staff would propose the following conditions of approval:

- (1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this Final Plat; and,

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

**PLANNING AND ZONING COMMISSION**

On April 30, 2024, the Planning and Zoning Commission approved a motion to recommend approval of the Final Plat by a vote of 5-0, with Commissioners Llewellyn and Conway absent.



# DEVELOPMENT APPLICATION

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

### STAFF USE ONLY

PLANNING & ZONING CASE NO.

**NOTE: THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.**

DIRECTOR OF PLANNING:

CITY ENGINEER:

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

#### PLATTING APPLICATION FEES:

- MASTER PLAT (\$100.00 + \$15.00 ACRE) <sup>1</sup>
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- FINAL PLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- REPLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

#### SITE PLAN APPLICATION FEES:

- SITE PLAN (\$250.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)

#### ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) <sup>1 & 2</sup>
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) <sup>1</sup>

#### OTHER APPLICATION FEES:

- TREE REMOVAL (\$75.00)
- VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) <sup>2</sup>

#### NOTES:

<sup>1</sup> IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.  
<sup>2</sup> A \$1,000.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

### PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 1600 E INTERSTATE 30

SUBDIVISION SUBDIVISION CODE A0134 & A0002

LOT 1 BLOCK 1

GENERAL LOCATION SOUTHWEST CORNER OF I-30 & JOHN KING BLVD

### ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING COMMERCIAL

CURRENT USE VACANT

PROPOSED ZONING COMMERCIAL

PROPOSED USE GROCERY

ACREAGE 12.519

LOTS [CURRENT] 2

LOTS [PROPOSED] 1

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

### OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

OWNER HEB, LP

APPLICANT BGE, INC.

CONTACT PERSON BEN SCOTT

CONTACT PERSON NICK HOBBS

ADDRESS 646 SOUTH FLORES STREET

ADDRESS 2595 DALLAS PKWY, SUITE 101

CITY, STATE & ZIP SAN ANTONIO, TEXAS 78204

CITY, STATE & ZIP FRISCO, TEXAS 75034

PHONE 210-938-4075

PHONE 469-644-1664

E-MAIL

E-MAIL NHOBBS@BGEINC.COM

### NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Ben Scott [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

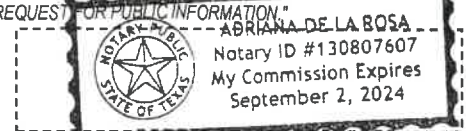
"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 550.38 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 19th DAY OF April, 2024. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 17th DAY OF April, 2024.

OWNER'S SIGNATURE

*Ben Scott*

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

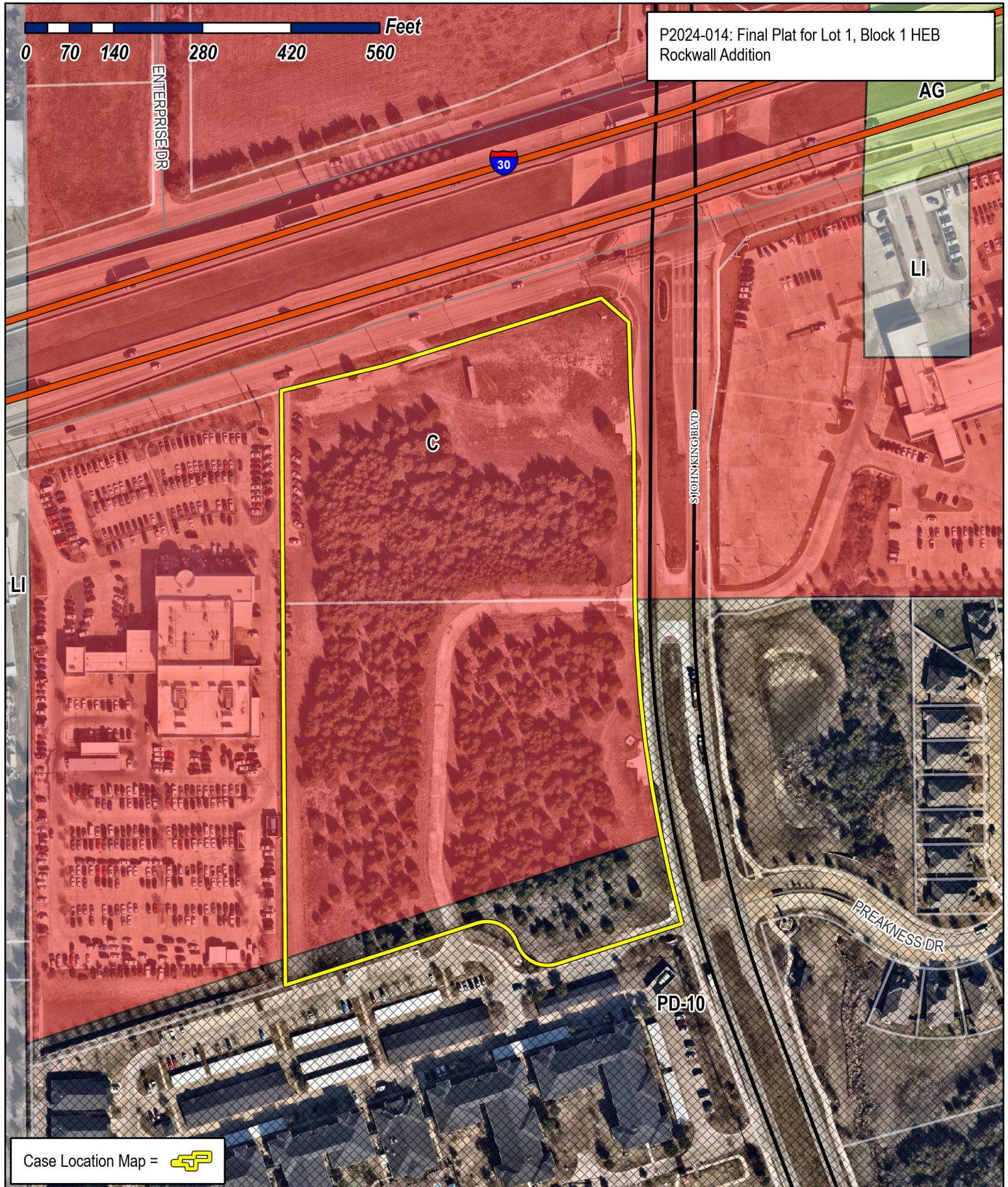



MY COMMISSION EXPIRES September 2, 2024



0 70 140 280 420 560 Feet

P2024-014: Final Plat for Lot 1, Block 1 HEB Rockwall Addition



Case Location Map = 



# City of Rockwall

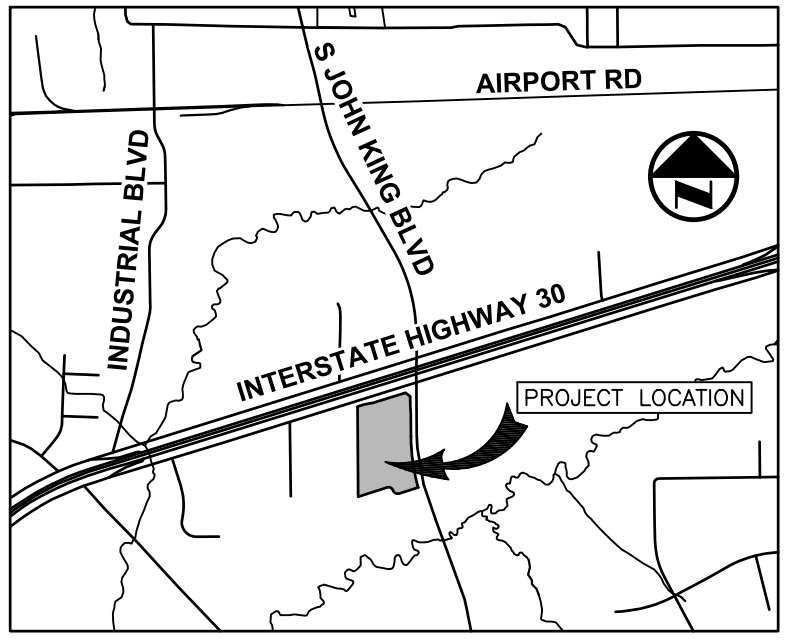
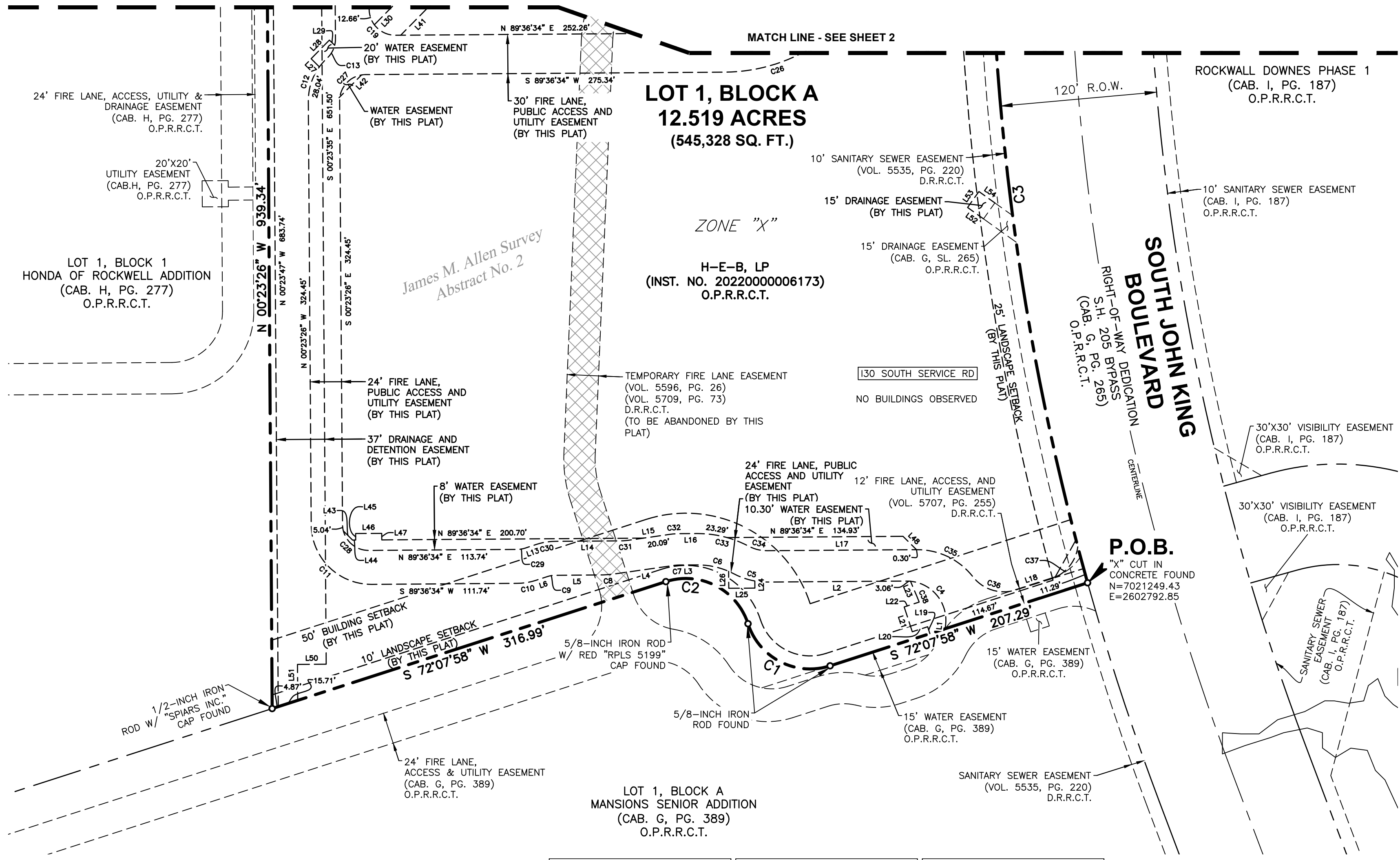
Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
(W): www.rockwall.com

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

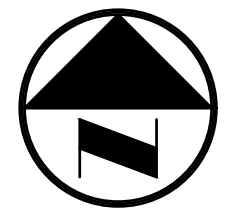




G:\TXN\Projects\HEB\_Grocery\_Col9559-00-SW\_Ctr\_J\_King\_Bldg\_30\_Rockwall\SV04\_CAD\9559-00\_FPLT.dwg 2024-04-29-14:55 jlondon



**VICINITY MAP**  
(NOT TO SCALE)



0 30 60 120  
SCALE: 1" = 60'

**LEGEND**

○	PROPERTY CORNER
P.O.B.	POINT OF BEGINNING
INST. NO.	INSTRUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
CAB.	CABINET
O.P.R.R.C.T.	OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
P.R.R.C.T.	PLAT RECORDS OF ROCKWALL COUNTY, TEXAS
D.R.R.C.T.	DEED RECORDS OF ROCKWALL COUNTY, TEXAS
---	BOUNDARY LINE
---	ADJOINER PROPERTY LINE
---	EXISTING EASEMENT LINE
---	PROPOSED EASEMENT LINE
---	ABSTRACT LINE

**GENERAL NOTES**

- Bearing system for this survey is based on the Texas State Plane Coordinate System - NAD 83, North Central Zone 4202, based on observations made on July 14, 2021 with an applied combined scale factor of 1.000146135.
- Coordinates shown are Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale and no projection. Project tied to City of Rockwall Geodetic Control Monument No. 9.
- The floodplain boundaries shown hereon are approximate and are not depicted as a result of an on-the-ground survey. The subject tract lies with Zone X as delineated on Flood Insurance Rate Map for Rockwall County, Texas and Incorporated Areas, Map Number 48397C0045L with Map Revised September 28, 2008.  
Zone X - Areas determined to be outside the 0.2% annual chance floodplain
- The square footage value shown hereon is a mathematical value calculated from the boundary data shown hereon. This value in no way represents the precision of closure of this survey or the accuracy of corner monuments found or placed.
- Public Improvement Statement. It shall be the policy of the City of Rockwall to withhold issuing buildings permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a subdivision plat by the City of Rockwall does not constitute any representation, assurance or guarantee that any building within such subdivision plat shall be approved, authorized, or permit issued, nor shall such approval constitute any representation, assurance or guarantee by the City of Rockwall of the adequacy and availability for water and sanitary sewer for personal use and fire protection within such subdivision plat, as required under the Subdivision Ordinance of the City of Rockwall.

LINE TABLE			LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	N 06°56'20" E	2.88'	L19	N 18°04'16" W	5.55'	L37	S 89°49'35" W	24.04'
L2	S 89°36'34" W	106.57'	L20	S 71°55'44" W	12.40'	L38	N 45°10'25" W	19.61'
L3	S 89°36'34" W	13.58'	L21	N 18°04'16" W	20.00'	L39	S 00°23'26" E	42.16'
L4	S 81°50'45" W	44.62'	L22	N 71°55'44" E	12.08'	L40	N 00°23'26" W	42.23'
L5	S 89°36'34" W	33.37'	L23	N 22°53'26" W	12.31'	L41	S 44°36'34" W	60.44'
L6	S 71°51'46" W	9.35'	L24	S 00°23'26" E	5.47'	L42	S 44°36'34" W	24.48'
L7	N 72°45'40" E	0.14'	L25	S 89°36'34" W	20.00'	L43	S 45°23'26" E	9.91'
L8	N 54°51'12" E	64.27'	L26	N 00°23'26" W	13.02'	L44	N 89°36'34" E	2.36'
L9	N 34°19'55" E	32.61'	L27	N 45°23'26" W	8.90'	L45	N 00°23'26" W	5.00'
L10	N 89°36'47" E	3.03'	L28	N 44°36'34" E	20.00'	L46	N 89°36'34" E	20.00'
L11	S 89°36'47" W	7.92'	L29	S 45°23'26" E	5.70'	L47	S 00°23'26" E	5.00'
L12	S 54°51'12" W	116.36'	L30	N 44°36'34" E	77.27'	L48	S 45°23'26" E	14.55'
L13	N 71°51'46" E	9.35'	L31	S 45°10'25" E	7.79'	L49	N 89°36'28" E	37.02'
L14	N 89°36'34" E	49.81'	L32	N 89°49'35" E	2.19'	L50	S 89°36'18" W	22.00'
L15	N 81°50'45" E	31.57'	L33	N 00°10'25" W	10.89'	L51	S 00°23'42" E	27.52'
L16	N 89°36'34" E	13.58'	L34	S 00°10'25" E	19.99'	L52	N 54°28'58" W	15.00'
L17	N 89°36'34" E	114.71'	L35	N 87°59'30" E	23.77'	L53	N 35°31'02" E	15.00'
L18	N 72°32'44" E	28.34'	L36	S 87°59'30" W	24.27'	L54	S 54°28'58" E	15.00'

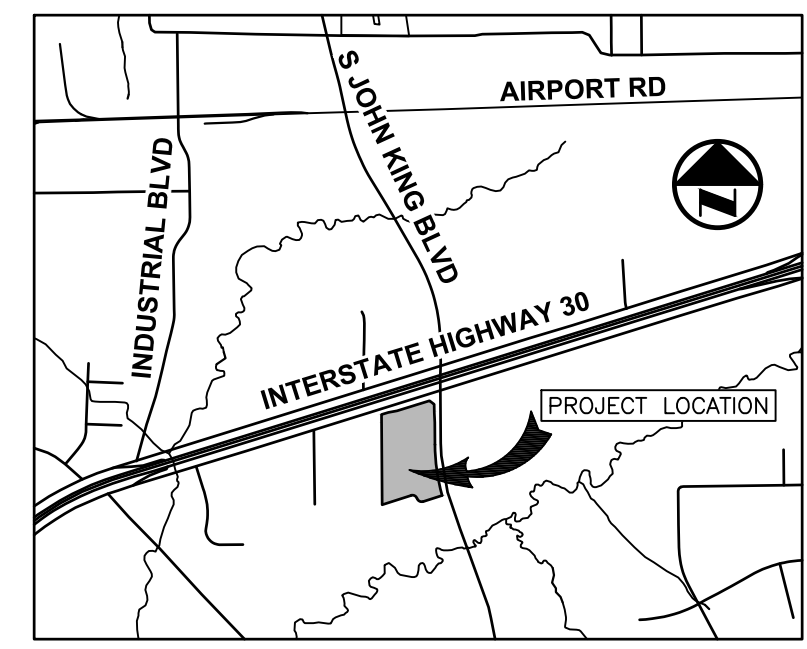
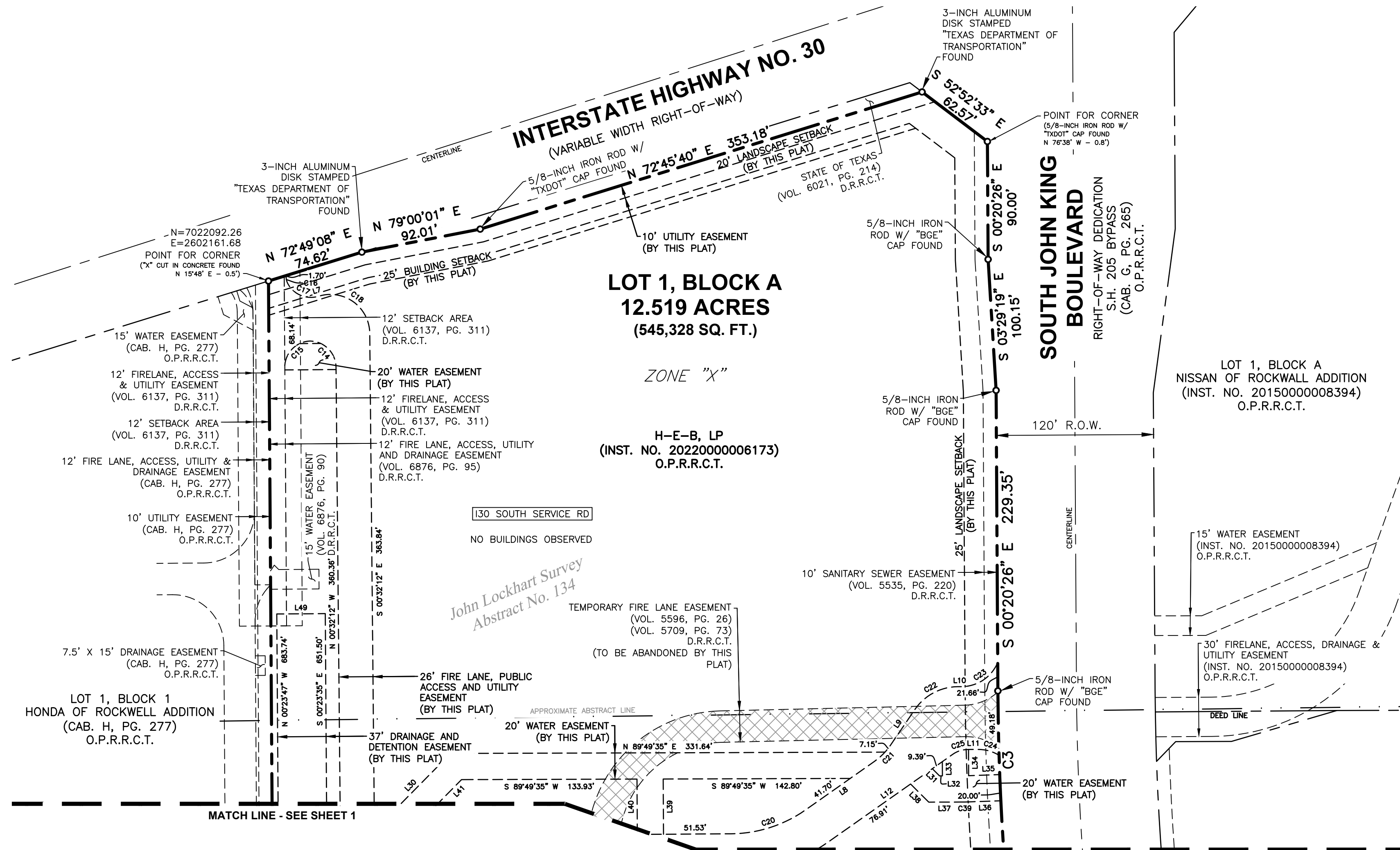
**FINAL PLAT**  
**LOT 1, BLOCK A**  
**HEB ADDITION**  
 BEING ONE (1) LOT  
 12.519 ACRES OR 545,328 SF  
 SITUATED IN THE  
 JAMES M. ALLEN SURVEY, ABSTRACT NO. 2  
 AND THE  
 JOHN LOCKHART SURVEY, ABSTRACT NO. 134  
 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
 APRIL 2024  
 SHEET 1 OF 3

**DEVELOPER**  
**HEB Grocery Company, LP**  
 646 S. Main Street  
 San Antonio, Texas 78204

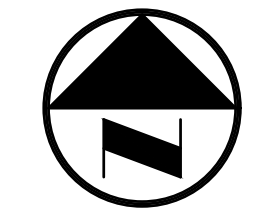
**SURVEYOR**  

**BGE, Inc.**  
 2595 Dallas Parkway, Suite 101, Frisco, TX 75034  
 Tel: 972-464-4800 • www.bgeinc.com  
 TBPELS Registration No. 10193953  
 Contact: Mark Peace, R.P.L.S.  
 Telephone: 972-464-4884 • Email: mpeace@bgeinc.com  
 Copyright 2024

G:\TXN\Projects\HEB\_Grocery\_Col9559-00-SW\_Ctr\_J\_King\_Bldg\_IH\_30\_Rockwall\SV04\_CAD\9559-00\_FPLT.dwg 2024-04-29-14:55 jlondon



VICINITY MAP  
(NOT TO SCALE)



0 30 60 120  
SCALE: 1" = 60'

LEGEND

- PROPERTY CORNER
- P.O.B. POINT OF BEGINNING
- INST. NO. INSTRUMENT NUMBER
- VOL. VOLUME
- PG. PAGE
- CAB. CABINET
- O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
- P.R.R.C.T. PLAT RECORDS OF ROCKWALL COUNTY, TEXAS
- D.R.R.C.T. DEED RECORDS OF ROCKWALL COUNTY, TEXAS
- BOUNDARY LINE
- ADJOINER PROPERTY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- ABSTRACT LINE

CURVE TABLE					
NUMBER	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
C1	89°59'56"	50.00'	N 62°52'02" W	70.71'	78.54'
C2	89°59'56"	50.00'	N 62°52'02" W	70.71'	78.54'
C3	15°18'21"	2010.00'	S 07°59'37" E	535.35'	536.95'
C4	97°19'46"	30.00'	N 41°43'33" W	45.05'	50.96'
C5	28°10'00"	54.00'	N 76°18'27" W	26.28'	26.55'
C6	28°10'00"	60.00'	N 76°18'27" W	29.20'	29.50'
C7	7°45'49"	30.00'	S 85°43'39" W	4.06'	4.06'
C8	7°45'49"	100.00'	S 85°43'39" W	13.54'	13.55'
C9	17°44'48"	20.00'	S 80°44'10" W	6.17'	6.19'
C10	17°44'48"	46.00'	S 80°44'10" W	14.19'	14.25'
C11	90°00'00"	46.00'	N 45°23'26" W	65.05'	72.26'
C12	47°57'30"	44.00'	N 23°35'19" E	35.76'	36.83'
C13	48°06'16"	20.00'	N 23°30'56" E	16.30'	16.79'
C14	88°57'57"	20.15'	N 44°24'10" W	28.24'	31.29'
C15	84°21'51"	20.00'	S 46°02'45" W	26.86'	29.45'
C16	35°44'06"	10.00'	S 09°56'25" E	6.14'	6.24'
C17	79°25'52"	20.00'	S 67°31'24" E	25.56'	27.73'
C18	106°42'09"	30.00'	S 53°53'16" E	48.14'	55.87'
C19	89°51'15"	20.00'	S 45°27'49" E	28.25'	31.36'
C20	34°45'22"	100.00'	N 72°13'53" E	59.74'	60.66'

CURVE TABLE					
NUMBER	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
C21	20°31'16"	50.00'	N 44°35'33" E	17.81'	17.91'
C22	55°16'52"	40.00'	N 61°58'21" E	37.11'	38.59'
C23	66°53'54"	30.00'	N 56°09'51" E	33.07'	35.03'
C24	32°11'33"	30.00'	N 74°17'26" W	16.64'	16.86'
C25	34°45'36"	20.00'	S 72°14'00" W	11.95'	12.13'
C26	34°45'22"	130.00'	S 72°13'53" W	77.66'	78.86'
C27	90°00'00"	20.00'	S 44°36'34" W	28.28'	31.42'
C28	90°00'00"	20.00'	S 45°23'26" E	28.28'	31.42'
C29	17°44'48"	20.00'	N 80°44'10" E	6.17'	6.19'
C30	17°44'48"	46.00'	N 80°44'10" E	14.19'	14.25'
C31	7°45'49"	50.00'	N 85°43'39" E	6.77'	6.77'
C32	7°45'49"	54.00'	N 85°43'39" E	7.31'	7.32'
C33	28°10'00"	84.00'	S 76°18'27" E	40.88'	41.29'
C34	28°10'00"	30.00'	S 76°18'27" E	14.60'	14.75'
C35	52°23'14"	54.00'	S 64°11'49" E	47.67'	49.37'
C36	69°27'04"	30.00'	S 72°43'44" E	34.18'	36.36'
C37	64°46'29"	30.00'	N 40°09'29" E	32.14'	33.92'
C38	1°29'34"	190.00'	N 22°08'39" W	4.95'	4.95'
C39	1°50'05"	210.00'	S 88°54'33" W	6.72'	6.72'

GENERAL NOTES (continued)

6. Subdivider's Statement. Selling a portion of this addition by metes and bounds is unlawful and a violation of the Subdivision Ordinance of the City of Rockwall and Chapter 212, Municipal Regulation of Subdivisions and Property Development, of the Texas Local Government Code, and shall be subject to the City of Rockwall withholding utilities and building permits.
7. Drainage and Detention Easements. The property owner shall be responsible for maintaining, repairing, and replacing and shall bear sole liability of all systems within the drainage and detention easements.
8. Fire Lanes. All Fire Lanes will be constructed, maintained, repaired and replaced by the property owner. Fire Lanes shall be constructed in accordance with the approved Civil Engineering Plans for both on-site and off-site Fire Lane improvements.

**FINAL PLAT**  
**LOT 1, BLOCK A**  
**HEB ADDITION**  
 BEING ONE (1) LOT  
 12.519 ACRES OR 545,328 SF  
 SITUATED IN THE  
 JAMES M. ALLEN SURVEY, ABSTRACT NO. 2  
 AND THE  
 JOHN LOCKHART SURVEY, ABSTRACT NO. 134  
 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
 APRIL 2024  
 SHEET 2 OF 3

**DEVELOPER**  
**HEB Grocery Company, LP**  
 646 S. Main Street  
 San Antonio, Texas 78204

**SURVEYOR**  
**BGE, Inc.**  
 2595 Dallas Parkway, Suite 101, Frisco, TX 75034  
 Tel: 972-464-4800 • www.bgeinc.com  
 TBPELS Registration No. 10193953  
 Contact: Mark Peace, R.P.L.S.  
 Telephone: 972-464-4884 • Email: mpeace@bgeinc.com

**OWNER'S DEDICATION**

STATE OF TEXAS §
COUNTY OF ROCKWALL §

WHEREAS, H-E-B, LP, BEING THE OWNER OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:
BEING, a 12.519-acre (545,328-square-foot) tract of land situated in the John Lockhart Survey, Abstract No. 134 and the James M. Allen Survey, Abstract No. 2, City of Rockwall, Rockwall County, Texas; said tract being the same property described in Special Warranty Deed to H-E-B, LP as recorded in Instrument No. 2022000006173 recorded in of the Official Public Records of Rockwall County, Texas; said 12.519-acre tract being more particularly described by metes and bounds as follows:

BEGINNING, at an "X" cut in concrete found in the west right-of-way line of South John King Boulevard (a 120-foot-wide public right-of-way) according to the plat recorded in Cabinet G, Page 265 of said Official Public Records; said point being the southeast corner of said H-E-B tract and the northeast corner of Lot 1, Block A, Mansions Senior Addition, an addition to the City of Rockwall according to the plat recorded in Cabinet G, Page 389 of said Official Public Records;

THENCE, departing the said west right-of-way line of South John King Boulevard and with the south line of said H-E-B tract and the north line of said Mansions Senior Addition, the following four (4) calls:

South 72 degrees 07 minutes 58 seconds West, a distance of 207.29 feet to a 5/8-inch iron rod found for corner at the beginning of a tangent curve to the right;

In a northeasterly direction, with said curve to the right, having a central angle of 89 degrees 59 minutes 56 seconds, a radius of 50.00 feet, a chord bearing and distance of North 62 degrees 52 minutes 02 seconds West, 70.71 feet, and an arc length of 78.54 feet to a 5/8-inch iron rod found for corner at the end of said curve and the beginning of a reverse curve to the left;

In a northwesterly direction, with said reverse curve to the left, having a central angle of 89 degrees 59 minutes 56 seconds, a radius of 50.00 feet, a chord bearing and distance of North 62 degrees 52 minutes 02 seconds West, 70.71 feet and an arc length of 78.54 feet to a 5/8-inch iron rod with "RPLS 5199" cap found for corner at the end of said curve;

South 72 degrees 07 minutes 58 seconds West, a distance of 316.99 feet to a 1/2-inch iron rod with "SPIARS INC." cap found for corner; said point being the southwest corner of said H-E-B tract and the southeast corner of Lot 1, Block 1, Honda of Rockwall Addition, an addition to the City of Rockwall according to the plat recorded in Cabinet H, Page 277 of said Official Public Records;

THENCE, North 00 degrees 23 minutes 26 seconds West, departing the north line of said Mansions Senior Addition and with the west line of said H-E-B tract and the east line of said Honda of Rockwall Addition, a distance of 939.34 feet to a point for corner in the south right-of-way line of Interstate Highway 30 (a variable width right-of-way); said point being the northwest corner of said H-E-B tract and the northeast corner of said Honda of Rockwall Addition; from said point an "X" cut in concrete found bears North 15 degrees 48 minutes East, a distance of 0.5 feet;

THENCE, with the said south right-of-way line of Interstate Highway 30 and the north line of said H-E-B tract, the following three (3) calls:
North 72 degrees 49 minutes 08 seconds East, a distance of 74.62 feet to a 3-inch aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found for corner;

North 79 degrees 00 minutes 01 seconds East, a distance of 92.01 feet to a 5/8-inch iron rod with "TXDOT" cap found for corner;

North 72 degrees 45 minutes 40 seconds East, a distance of 353.18 feet to a 3-inch aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found for corner; said point being a northeast corner of said H-E-B tract and the northwest end of a corner clip at the intersection of the said south right-of-way line of Interstate Highway 30 and the said west right-of-way line of South John King Boulevard;

THENCE, South 52 degrees 52 minutes 33 seconds East, with said corner clip, a distance of 62.57 feet to a point for corner at the southeast end of said corner clip; said point being a northeast corner of said H-E-B tract; from said point a 5/8-inch iron rod with "TXDOT" cap found bears North 76 degrees 38 minutes West, a distance of 0.8 feet;

THENCE, with the said west right-of-way line of South John King Boulevard and the east line of said H-E-B tract, the following four (4) calls:
South 00 degrees 20 minutes 26 seconds East, a distance of 90.00 feet to a 5/8-inch iron rod with "BGE" cap found for corner;

South 03 degrees 29 minutes 19 seconds East, a distance of 100.15 feet to a 5/8-inch iron rod with "BGE" cap found for corner;

South 00 degrees 20 minutes 26 seconds East, a distance of 229.35 feet to a 5/8-inch iron rod with "BGE" cap found for corner at the beginning of a tangent curve to the left;

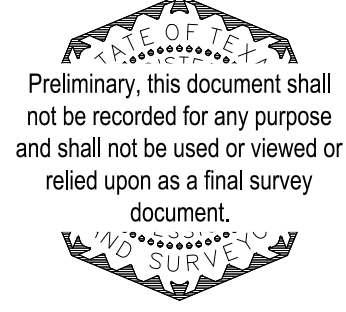
In a southeasterly direction, with said tangent curve to the left, having a central angle of 15 degrees 18 minutes 21 seconds, a radius of 2,010.00 feet, a chord bearing and distance of South 07 degrees 59 minutes 37 seconds East, 535.35 feet, and an arc length of 536.95 feet to the POINT OF BEGINNING and containing an area of 12.519 acres or 545,328 square feet of land, more or less.

**SURVEYOR'S CERTIFICATE**

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, I GREGORY MARK PEACE, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Gregory Mark Peace, RPLS No. 6608



STATE OF TEXAS §
COUNTY OF COLLIN §

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

Given upon my hand and seal of office this day of \_\_\_\_\_, 2024.

Notary Public in and for the State of Texas

My Commission Expires:

**OWNER'S DEDICATION (continued)**

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS §
COUNTY OF ROCKWALL §

I (we) the undersigned owner(s) of the land shown on this plat, and designated herein as the LOT 1, BLOCK A, HEB ADDITION subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I (we) further certify that all other parties who have a mortgage or lien interest in the LOT 1, BLOCK A, HEB ADDITION subdivision have been notified and signed this plat. I (we) understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. I (we) also understand the following:

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

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

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

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

PROPERTY OWNER SIGNATURE

STATE OF TEXAS §
COUNTY OF ROCKWALL §

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

Given upon my hand and seal of office this day of \_\_\_\_\_, 2024.

Notary Public in and for the State of Texas

My Commission Expires:

APPROVED: I hereby certify that the above and foregoing plat of LOT 1, BLOCK A, HEB ADDITION - being an addition to the City of Rockwall, Texas - was approved by the City Council of the City of Rockwall, Texas on the \_\_\_\_ day of \_\_\_\_\_, 2024.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the county clerk, within 180 days from said date of final approval by the city engineer. Said addition shall be subject to all the requirements of these subdivision regulations.

Mayor of the City of Rockwall Planning and Zoning Commission Chairman City Secretary
City Engineer

FINAL PLAT
LOT 1, BLOCK A
HEB ADDITION
BEING ONE (1) LOT
12.519 ACRES OR 545,328 SF
SITUATED IN THE
JAMES M. ALLEN SURVEY, ABSTRACT NO. 2
AND THE
JOHN LOCKHART SURVEY, ABSTRACT NO. 134
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS
APRIL 2024
SHEET 3 OF 3

DEVELOPER
HEB Grocery Company, LP
646 S. Main Street
San Antonio, Texas 78204

SURVEYOR
BGE, Inc.
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPELS Registration No. 10193953

Contact: Mark Peace, R.P.L.S.
Telephone: 972-464-4884 • Email: mpeace@bgeinc.com

G:\TXN\Projects\HEB\_Grocery\_Col9559-00-SW\_Ctr\_J\_King\_Bldg\_IH\_30\_Rockwall\SV04\_CAD\9559-00\_FPLT.dwg 2024-04-29-14:55 jlondon



# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

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**TO:** Mayor and City Council  
**DATE:** May 6, 2024  
**APPLICANT:** Renee Ward; *Weir & Associates, Inc.*  
**CASE NUMBER:** P2024-015; *Final Plat for Lot 1, Block A and Lots 12 & 13, Block B, Fit Sport Life Addition*

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### SUMMARY

Consider a request by Renee Ward, PE of Weir & Associates, Inc. on behalf of Conor Keilty, AIA of Structured REA-Rockwall Land, LLC for the approval of a Final Plat for Lot 1, Block A and Lots 12 & 13, Block B, Fit Sport Life Addition being a 23.680-acre tract of land identified as a portion of Tract 22 and all of Tract 22-2 of the R. Irvine Survey, Abstract 120, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District and the FM-549 Overlay (FM-549 OV) District, located at the southeast corner of the intersection of the IH-30 Frontage Road and FM-549, and take any action necessary.

### PLAT INFORMATION

- Purpose. The applicant is requesting the approval of a Final Plat for a 23.680-acre tract of land (*i.e. a portion of Tract 22 and all of Tract 22-2 of the R. Irvine Survey, Abstract 120*) for the purpose of establishing three (3) lots (*i.e. Lot 1, Block A and Lots 12 & 13, Block B, Fit Sport Life Addition*) on the subject property. The purpose of this plat is to subdivide the subject property to facilitate the future conveyance of land.
- Background. The subject property was annexed by the City Council on July 21, 1997 by *Ordinance No. 97-14 (Case No. A1997-001)*. At the time of annexation, the subject property was zoned Agricultural (AG) District. According to the historic zoning maps the subject property was rezoned to Commercial (C) District at some point between the time of annexation and April 5, 2005. On December 6, 2021, the City Council approved a preliminary plat (*Case No. P2021-020*) for the subject property. On the proposed Lot 13, Block B, the City Council has approved two (2) Specific Use Permits (SUP) (*Case No. Z2022-041 & Z2023-035*) to allow the construction of the *Golf Driving Range*. In addition, there is a site plan case (*Case No. SP2024-010*) currently in review at this time for the proposed *Golf Driving Range*. The subject property has remained vacant since the time of annexation.
- Conformance to the Subdivision Ordinance. The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- *conforming to the requirements for plats as stipulated by the Chapter 38, Subdivisions, of the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional Approval. Conditional approval of this Final Plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- With the exception of the items listed in the Conditions of Approval section of this case memo, this plat is in substantial compliance with the requirements of the Subdivision Ordinance in the Municipal Code of Ordinances.

### CONDITIONS OF APPROVAL

If the City Council chooses to approve the Final Plat for *Lot 1, Block A and Lots 12 & 13, Block B, Fit Sport Life Addition* staff would propose the following conditions of approval:

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

**PLANNING AND ZONING COMMISSION**

On April 30, 2024, the Planning and Zoning Commission approved a motion to recommend approval of the final plat by a vote of 5-0, with Commissioners Conway and Llewellyn absent.





# DEVELOPMENT APPLICATION

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

PLANNING & ZONING CASE NO. \_\_\_\_\_

**NOTE:** THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

**PLATTING APPLICATION FEES:**

- MASTER PLAT (\$100.00 + \$15.00 ACRE) <sup>1</sup>
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- FINAL PLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- REPLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

**SITE PLAN APPLICATION FEES:**

- SITE PLAN (\$250.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)

**ZONING APPLICATION FEES:**

- ZONING CHANGE (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) <sup>1 & 2</sup>
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) <sup>1</sup>

**OTHER APPLICATION FEES:**

- TREE REMOVAL (\$75.00)
- VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) <sup>2</sup>

**NOTES:**

<sup>1</sup>: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.  
<sup>2</sup>: A \$1,000.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

**PROPERTY INFORMATION [PLEASE PRINT]**

ADDRESS **Fit Sport Life Blvd.**

SUBDIVISION **Structured REA-Rockwall Land, LLC**

Inst. No. **2021000001622**

GENERAL LOCATION **Southeast corner of I-30 and Corporate Crossing**

**ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]**

CURRENT ZONING **Commercial - C**

CURRENT USE **Vacant**

PROPOSED ZONING **Commercial - C**

PROPOSED USE **Vacant/Commercial**

ACREAGE **23.680 acres**

LOTS [CURRENT] **2**

LOTS [PROPOSED] **3**

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

**OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]**

OWNER **Structured REA-Rockwall Land LLC**

APPLICANT **Wier & Associates, Inc.**

CONTACT PERSON **Conor Keilty, AIA**

CONTACT PERSON **Renee Ward, P.E.**

ADDRESS **3104 E. Camelback Road, Ste. 2387**

ADDRESS **2201 E. Lamar Blvd, Ste 200E**

CITY, STATE & ZIP **Phoenix, Arizona 85016**

CITY, STATE & ZIP **Arlington, Texas 76006**

PHONE **(480) 856-8808**

PHONE **(817) 467-7700**

E-MAIL **conork@structuredrea.com**

E-MAIL **ReneeW@wierassociates.com**

**NOTARY VERIFICATION [REQUIRED]**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Conor Keilty [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 773.60 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 11th DAY OF April, 2024. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL, TEXAS (CITY) IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

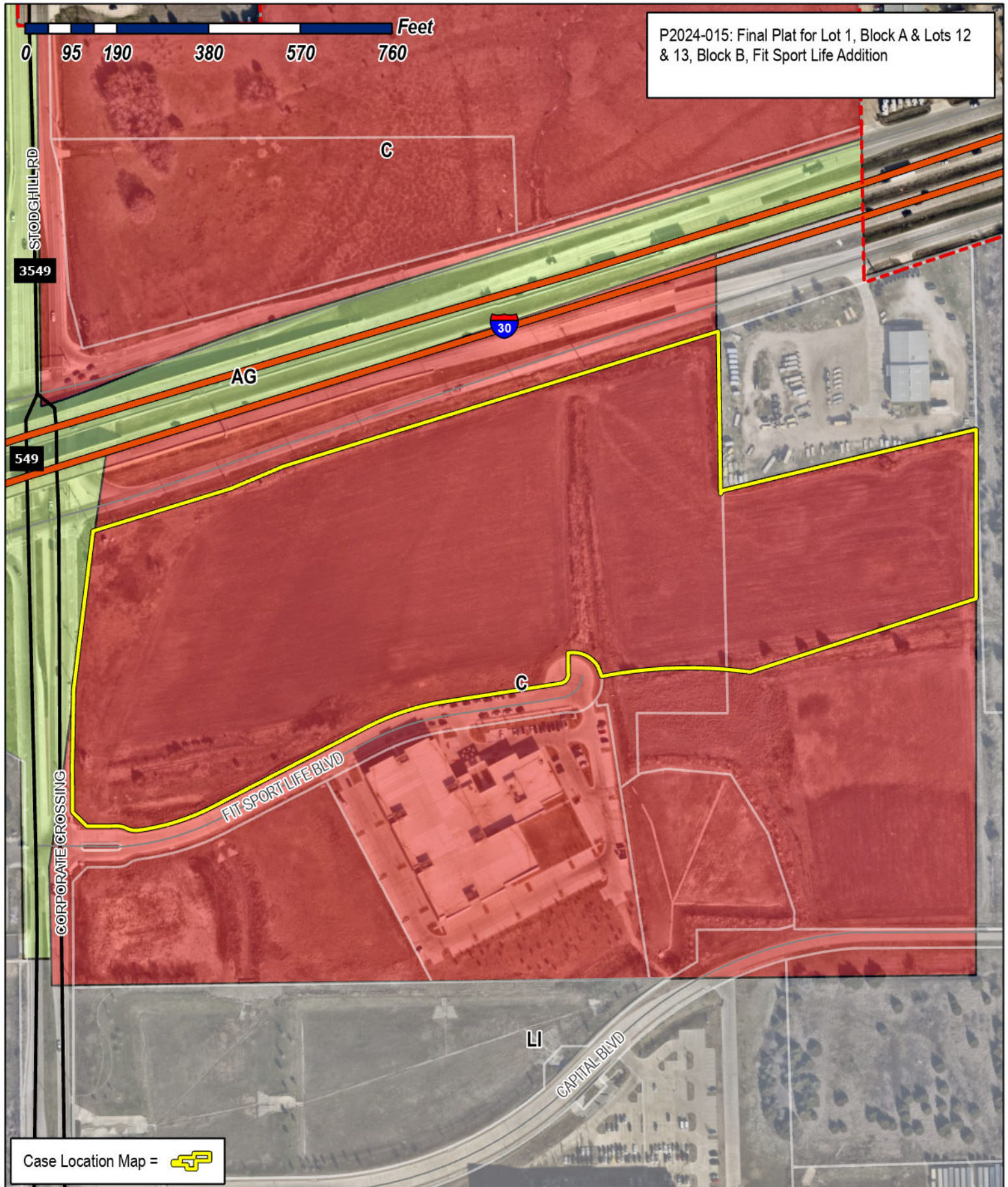
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 11th DAY OF April, 2024

OWNER'S SIGNATURE


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS







P2024-015: Final Plat for Lot 1, Block A & Lots 12 & 13, Block B, Fit Sport Life Addition

Case Location Map = 



# City of Rockwall

Planning & Zoning Department  
 385 S. Goliad Street  
 Rockwall, Texas 75087  
 (P): (972) 771-7745  
 (W): www.rockwall.com

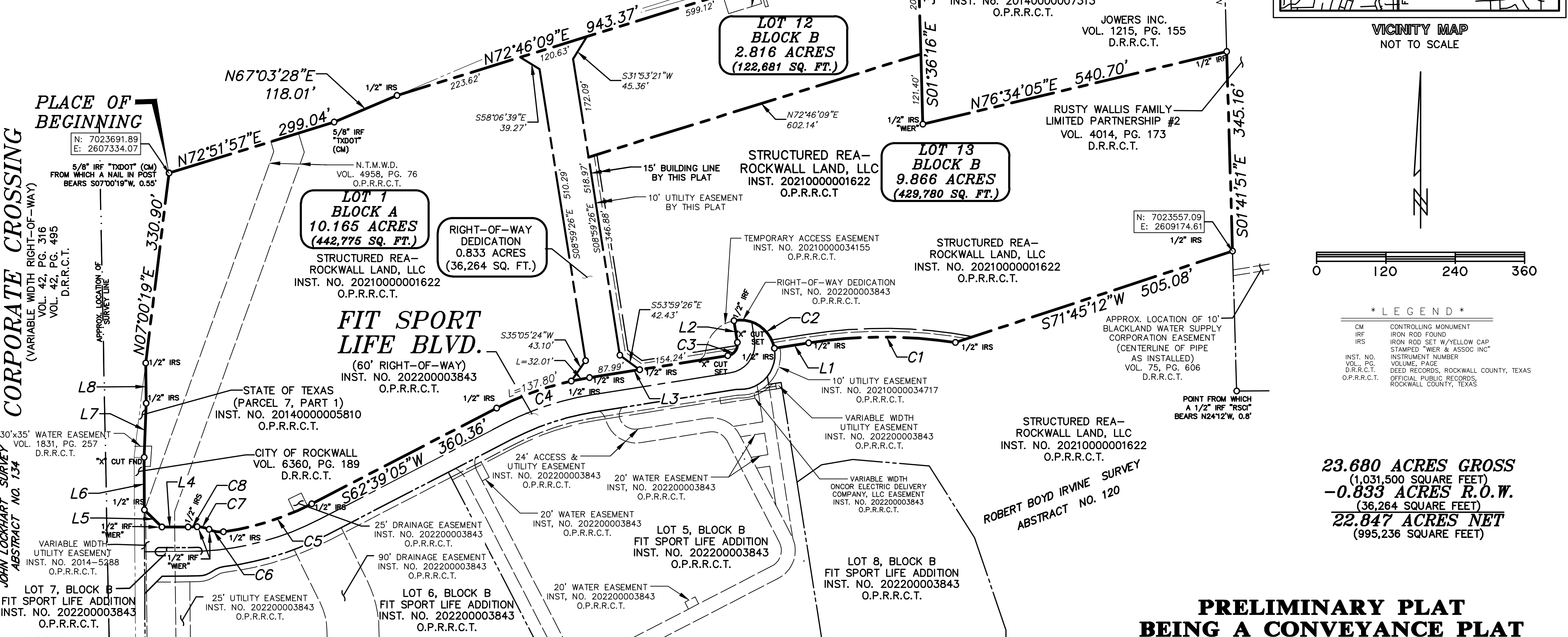
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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





LINE TABLE		
LINE	BEARING	DIST
L1	S81°00'34"W	59.87'
L2	S08°57'11"E	38.29'
L3	S81°00'34"W	242.23'
L4	S89°45'06"W	45.46'
L5	N45°14'54"W	42.43'
L6	N00°14'54"W	90.76'
L7	N01°59'44"E	93.57'
L8	N00°36'28"W	69.67'

CURVE TABLE						
CURVE	ARC	RADIUS	DELTA	BEARING	DIST.	
C1	255.29'	830.00'	17°37'23"	S89°49'15"W	254.29'	
C2	94.23'	60.00'	89°58'48"	N55°36'06"W	84.84'	
C3	31.40'	20.00'	89°57'45"	S36°01'41"W	28.27'	
C4	169.82'	530.00'	18°21'29"	S71°49'49"W	169.09'	
C5	161.17'	470.00'	19°38'50"	S72°28'30"W	160.38'	
C6	25.46'	42.50'	34°19'30"	N80°32'20"W	25.08'	
C7	21.38'	42.50'	28°49'27"	N77°47'18"W	21.16'	
C8	15.59'	457.50'	1°57'08"	S88°46'32"W	15.59'	



- \*NOTES\***
1. ACCORDING TO SURVEYOR'S INTERPRETATION OF INFORMATION SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) "FLOOD INSURANCE RATE MAP" (FIRM), MAP No. 48397C0045L, MAP REVISED SEPTEMBER 26, 2008, ALL OF THE SUBJECT TRACT LIES WITHIN ZONE "X", "AREA OF MINIMAL FLOOD HAZARD" AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION, OR THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
  2. THE ABOVE REFERENCED "FIRM" MAP IS FOR USE IN ADMINISTERING THE "NFIP"; IT DOES NOT NECESSARILY SHOW ALL AREAS POTENTIALLY SUBJECT TO FLOODING, PARTICULARLY AREAS WHICH COULD BE FLOODED BY SEVERE, CONCENTRATED RAINFALL COUPLED WITH INADEQUATE LOCAL DRAINAGE SYSTEMS. THERE MAY BE OTHER STREAMS, CREEKS, LOW AREAS, DRAINAGE SYSTEMS OR OTHER SURFACE OR SUBSURFACE CONDITIONS EXISTING ON OR NEAR THE SUBJECT PROPERTY WHICH ARE NOT STUDIED OR ADDRESSED AS PART OF THE "NFIP".
  3. ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983, AS DERIVED BY FIELD OBSERVATIONS UTILIZING THE RTK NETWORK ADMINISTERED BY ALLTERRA CENTRAL, INC.
  4. THIS FINAL PLAT IS FOR CONVEYANCE PURPOSES ONLY AND NOT FOR THE DEVELOPMENT OF THE SUBJECT PROPERTY.
  5. A CONVEYANCE PLAT IS A RECORD OF PROPERTY APPROVED BY THE CITY OF ROCKWALL FOR THE PURPOSE OF SALE OR CONVEYANCE IN ITS ENTIRETY OR INTERESTS THEREON DEFINED. NO BUILDING PERMIT SHALL BE ISSUED NOR PERMANENT PUBLIC UTILITY SERVICE PROVIDED UNTIL A FINAL PLAT IS APPROVED, FILED OF RECORD, AND PUBLIC IMPROVEMENTS ACCEPTED IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF THE CITY OF ROCKWALL. SELLING A PORTION OF THIS PROPERTY BY METES AND BOUNDS, EXCEPT AS SHOWN ON AN APPROVED, FILED, AND ACCEPTED CONVEYANCE PLAT, FINAL PLAT, OR REPLAT IS A VIOLATION OF THE CITY ORDINANCE AND STATE LAW.
  6. IT SHALL BE THE POLICY OF THE CITY OF ROCKWALL TO WITHHOLD ISSUING BUILDING PERMITS UNTIL ALL STREETS, WATER, SEWER AND STORM DRAINAGE SYSTEMS HAVE BEEN ACCEPTED BY THE CITY. THE APPROVAL OF A PLAT BY THE CITY DOES NOT CONSTITUTE ANY REPRESENTATION, ASSURANCE OR GUARANTEE THAT ANY BUILDING WITHIN SUCH PLAT SHALL BE APPROVED, AUTHORIZED OR PERMIT THEREFORE ISSUED, NOR SHALL SUCH APPROVAL CONSTITUTE ANY REPRESENTATION, ASSURANCE OR GUARANTEE BY THE CITY OF THE ADEQUACY AND AVAILABILITY FOR WATER FOR PERSONAL USE AND FIRE PROTECTION WITHIN SUCH PLAT, AS REQUIRED UNDER ORDINANCE 83-54.
  7. THE PROPERTY OWNER IS RESPONSIBLE FOR MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL DETENTION AND DRAINAGE SYSTEMS.
  8. ALL 1/2" IRON RODS SET WITH A CAP STAMPED "WIER & ASSOC INC", UNLESS NOTED OTHERWISE.

**PRELIMINARY  
FOR REVIEW PURPOSES ONLY**

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

**OWNER / DEVELOPER**  
STRUCTURED REA-ROCKWALL LAND, LLC  
3104 E CAMELBACK ROAD #2387  
PHOENIX, ARIZONA 85016  
CONTACT: CONOR KEILTY  
PH: (480) 856-8808

**ENGINEER / SURVEYOR**  
WIER & ASSOCIATES, INC.  
2201 E. LAMAR BLVD., SUITE 200E  
ARLINGTON, TEXAS 76006  
CONTACT: RANDY EARDLEY, P.E.  
PH: (817) 467-7700  
FAX: (817) 467-7713

PREPARED BY:  
**WIA WIER & ASSOCIATES, INC.**  
**ENGINEERS SURVEYORS LAND PLANNERS**  
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700  
Texas Firm Registration No. F-2776 www.WierAssociates.com  
Texas Board of Professional Land Surveying Registration No. 10033900

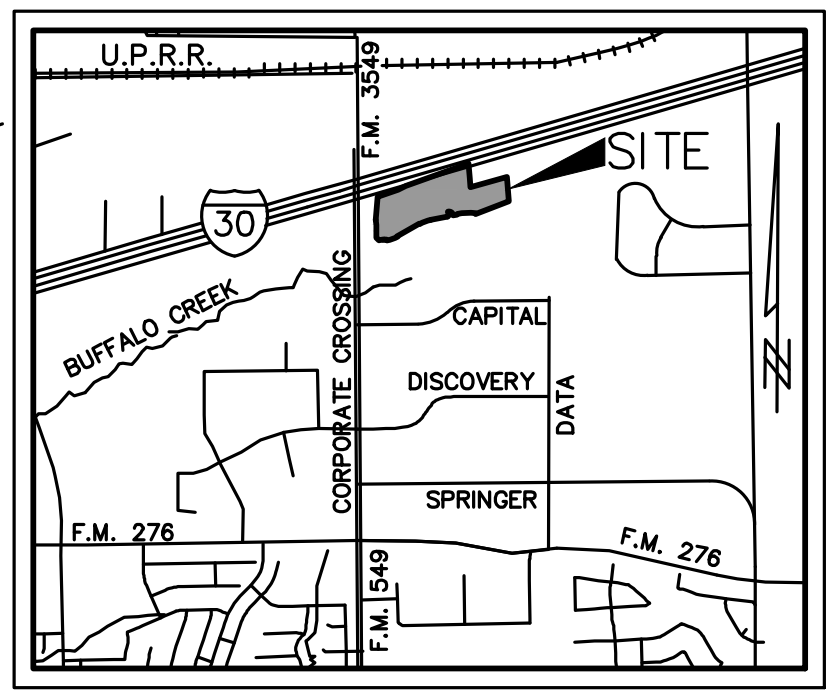
DATE: 4/19/2024  
W.A. No. 19114.02

**PRELIMINARY PLAT  
BEING A CONVEYANCE PLAT  
LOT 1, BLOCK A AND  
LOTS 12 & 13, BLOCK B  
FIT SPORT LIFE ADDITION**

AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
BEING 23.680 ACRES OF LAND LOCATED IN THE  
ROBERT BOYD IRVINE SURVEY, ABSTRACT NO. 120,  
ROCKWALL COUNTY, TEXAS  
CASE NO.: -----

**23.680 ACRES GROSS**  
(1,031,500 SQUARE FEET)  
**-0.833 ACRES R.O.W.**  
(36,264 SQUARE FEET)  
**22.847 ACRES NET**  
(995,236 SQUARE FEET)

- \*LEGEND\***
- CM CONTROLLING MONUMENT
  - IRF IRON ROD FOUND
  - IRS IRON ROD SET W/YELLOW CAP STAMPED "WIER & ASSOC INC"
  - INST. NO. INSTRUMENT NUMBER
  - VOL., PG. VOLUME, PAGE
  - D.R.R.C.T. DEED RECORDS, ROCKWALL COUNTY, TEXAS
  - O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS



JOHN LOCKHART SURVEY ABSTRACT NO. 134

PRINTED: 4/19/2024 STB FILE: WIER-SURVEY.STB LAST SAVED: 4/19/2024 8:47 AM SAVED BY: CRISTIANY FILE: CONV-PLAT-LOTS-1,12&13-19114.02.DWG BAR IS ONE INCH ON ORIGINAL FULL-SIZE PRINT

**\* O W N E R ' S C E R T I F I C A T I O N \***

STATE OF TEXAS  
COUNTY OF ROCKWALL

WHEREAS STRUCTURED REA-ROCKWALL LAND, LLC, BEING THE OWNER OF A TRACT OF LAND IN THE COUNTY OF ROCKWALL, STATE OF TEXAS, SAID TRACT BEING DESCRIBED AS FOLLOWS:

BEING A TRACT OF LAND LOCATED IN THE ROBERT BOYD IRVINE SURVEY, ABSTRACT NO. 120, ROCKWALL COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO STRUCTURED REA-ROCKWALL LAND, LLC, RECORDED IN INSTRUMENT NO. 20210000001622, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS (O.P.R.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND WITH A CAP STAMPED "TXDOT", BEING THE NORTHWEST CORNER OF SAID STRUCTURED REA-ROCKWALL TRACT AND THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF CORPORATE CROSSING (A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 30 (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A NAIL IN A WOOD POST BEARS S 07°00'19" W, 0.55 FEET;

THENCE ALONG THE MOST NORTHERLY NORTH LINE OF SAID STRUCTURED REA-ROCKWALL TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 30 AS FOLLOWS:

- 1) N 72°51'57" E, A DISTANCE OF 299.04 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "TXDOT";
- 2) N 67°03'28" E, A DISTANCE OF 118.01 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";
- 3) N 72°46'09" E, A DISTANCE OF 943.37 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO JOWERS INC., RECORDED IN VOLUME 1215, PAGE 155, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.), SAID IRON ROD BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID STRUCTURED REA-ROCKWALL TRACT;

THENCE S 01°36'16" E, ALONG THE WEST LINE OF SAID JOWERS TRACT AND THE MOST NORTHERLY EAST LINE OF SAID STRUCTURED REA-ROCKWALL TRACT, A DISTANCE OF 329.08 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE SOUTHWEST CORNER OF SAID JOWERS TRACT AND AN ELL CORNER OF SAID STRUCTURED REA-ROCKWALL TRACT;

THENCE N 76°34'05" E, ALONG THE SOUTH LINE OF SAID JOWERS TRACT AND A NORTH LINE OF SAID STRUCTURED REA-ROCKWALL TRACT, A DISTANCE OF 540.70 FEET TO A 1/2" IRON ROD FOUND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO RUSTY WALLIS LIMITED PARTNERSHIP #2, RECORDED N VOLUME 4014, PAGE 173, D.R.R.C.T., SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID JOWERS TRACT AND A NORTHEAST CORNER OF SAID STRUCTURED REA-ROCKWALL TRACT;

THENCE S 01°41'51" E, ALONG THE WEST LINE OF SAID RUSTY WALLIS TRACT AND AN EAST LINE OF SAID STRUCTURED REA-ROCKWALL TRACT, A DISTANCE OF 345.16 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";

THENCE S 71°45'12" W, A DISTANCE OF 505.08 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE WESTERLY, AN ARC LENGTH OF 255.29 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 830.00 FEET, A DELTA ANGLE OF 17°37'23", AND A CHORD BEARING OF S 89°49'15" W, 254.29 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";

THENCE S 81°00'34" W, A DISTANCE OF 59.87 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE NORTH RIGHT-OF-WAY LINE OF FIT SPORT LIFE BOULEVARD (A 65' RIGHT-OF-WAY), BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FIT SPORT LIFE BOULEVARD AS FOLLOWS:

- 1) NORTHWESTERLY, AN ARC LENGTH OF 94.23 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 89°58'48", AND A CHORD BEARING OF N 55°36'06" W, 84.84 FEET TO A 1/2" IRON ROD FOUND;
- 2) S 08°57'11" E, A DISTANCE OF 38.29 FEET TO AN "X" CUT SET, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

3) SOUTHWESTERLY, AN ARC LENGTH OF 31.40 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 89°57'45", AND A CHORD BEARING OF S 36°01'41" W, 28.27 FEET TO AN "X" CUT SET;

4) S 81°00'34" W, A DISTANCE OF 242.23 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A CURVE TO THE LEFT;

5) SOUTHWESTERLY, AN ARC LENGTH OF 169.82 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, A DELTA ANGLE OF 18°21'29", AND A CHORD BEARING OF S 71°49'49" W, 169.09 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";

6) S 62°39'05" W, A DISTANCE OF 360.36 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A CURVE TO THE RIGHT;

7) SOUTHWESTERLY, AN ARC LENGTH OF 161.17 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 19°38'50", AND A CHORD BEARING OF S 72°28'30" W, 160.38 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT;

8) NORTHWESTERLY, AN ARC LENGTH OF 25.46 FEET ALONG SAID COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 42.50 FEET, A DELTA ANGLE OF 34°19'30", AND A CHORD BEARING OF N 80°32'20" W, 25.08 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

9) NORTHWESTERLY, AN ARC LENGTH OF 21.38 FEET ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 42.50 FEET, A DELTA ANGLE OF 28°49'27", AND A CHORD BEARING OF N 77°47'18" W, 21.16 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

10) WESTERLY, AN ARC LENGTH OF 15.59 FEET ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 457.50 FEET, A DELTA ANGLE OF 01°57'08", AND A CHORD BEARING OF S 88°46'32" W, 15.59 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";

11) S 89°45'06" W, A DISTANCE OF 45.46 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC";

12) N 45°14'54" W, A DISTANCE OF 42.43 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE WEST LINE OF SAID STRUCTURED REA-ROCKWALL TRACT, BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID FIT SPORT LIFE BOULEVARD WITH THE EAST RIGHT-OF-WAY LINE OF CORPORATE CROSSING;

THENCE ALONG THE WEST LINE OF SAID STRUCTURED REA-ROCKWALL TRACT AND THE EAST RIGHT-OF-WAY LINE OF SAID CORPORATE CROSSING AS FOLLOWS:

- 1) N 00°14'54" W, A DISTANCE OF 90.76 FEET TO AN "X" CUT FOUND;
- 2) N 01°59'44" E, A DISTANCE OF 93.57 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";
- 3) N 00°36'28" W, A DISTANCE OF 69.67 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";
- 4) N 07°00'19" E, A DISTANCE OF 330.90 FEET TO THE PLACE OF BEGINNING AND CONTAINING 23.680 ACRES (1,031,500 SQUARE FEET) OF LAND, MORE OR LESS.

**PRELIMINARY**  
**FOR REVIEW PURPOSES ONLY**  
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**PRELIMINARY PLAT  
BEING A CONVEYANCE PLAT  
LOT 1, BLOCK A AND  
LOTS 12 & 13, BLOCK B  
FIT SPORT LIFE ADDITION**

AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
BEING 23.680 ACRES OF LAND LOCATED IN THE  
ROBERT BOYD IRVINE SURVEY, ABSTRACT NO. 120,  
ROCKWALL COUNTY, TEXAS  
CASE NO.:-----

**OWNER / DEVELOPER**  
STRUCTURED REA-ROCKWALL LAND, LLC  
3104 E CAMELBACK ROAD #2387  
PHOENIX, ARIZONA 85016  
CONTACT: CONOR KELTY  
PH: (480) 856-8808

**ENGINEER / SURVEYOR**  
WIER & ASSOCIATES, INC.  
2201 E. LAMAR BLVD., SUITE 200E  
ARLINGTON, TEXAS 76006  
CONTACT: RANDY EARDLEY, P.E.  
PH: (817) 467-7700  
FAX: (817) 467-7713

PREPARED BY:  
**WIA WIER & ASSOCIATES, INC.**  
**ENGINEERS SURVEYORS LAND PLANNERS**  
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700  
Texas Firm Registration No. F-2776 www.WierAssociates.com  
Texas Board of Professional Land Surveying Registration No. 10033900

SHEET 2 OF 3

DATE: 4/19/2024  
W.A. No. 19114.02

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS  
COUNTY OF ROCKWALL

I, THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS LOT 1, BLOCK A AND LOTS 12 & 13, BLOCK B, FIT SPORT LIFE ADDITION TO THE CITY OF ROCKWALL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. I FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN LOT 1, BLOCK A AND LOTS 12 & 13, BLOCK B, FIT SPORT LIFE ADDITION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT.

I UNDERSTAND AND DO HEREBY RESERVE THE EASEMENT STRIPS SHOWN ON THIS PLAT FOR THE PURPOSES STATED AND FOR THE MUTUAL USE AND ACCOMMODATION OF ALL UTILITIES DESIRING TO USE OR USING SAME. I ALSO UNDERSTAND THE FOLLOWING:

1. NO BUILDINGS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE UTILITY EASEMENTS AS DESCRIBED HEREIN.
2. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEM ON ANY OF THESE EASEMENT STRIPS; AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS OR EGRESS TO, FROM AND UPON THE SAID EASEMENT STRIPS FOR PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTING, PATROLLING, MAINTAINING, AND EITHER ADDING TO OR REMOVING ALL OR PART OF THEIR RESPECTIVE SYSTEM WITHOUT THE NECESSITY OF, AT ANY TIME, PROCURING THE PERMISSION OF ANYONE.
3. THE CITY OF ROCKWALL WILL NOT BE RESPONSIBLE FOR ANY CLAIMS OF ANY NATURE RESULTING FROM OR OCCASIONED BY THE ESTABLISHMENT OF GRADE OF STREETS IN THE SUBDIVISION.
4. THE DEVELOPER AND ENGINEER SHALL BEAR TOTAL RESPONSIBILITY FOR STORM DRAIN IMPROVEMENTS.
5. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE NECESSARY FACILITIES TO PROVIDE DRAINAGE PATTERNS AND DRAINAGE CONTROLS SUCH THAT PROPERTIES WITHIN THE DRAINAGE AREA ARE NOT ADVERSELY AFFECTED BY STORM DRAINAGE FROM THE DEVELOPMENT.
6. NO HOUSE DWELLING UNIT, OR OTHER STRUCTURE SHALL BE CONSTRUCTED ON ANY LOT IN THIS ADDITION BY THE OWNER OR ANY OTHER PERSON UNTIL THE DEVELOPER AND/OR OWNER HAS COMPLIED WITH ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF ROCKWALL REGARDING IMPROVEMENTS WITH RESPECT TO THE ENTIRE BLOCK ON THE STREET OR STREETS ON WHICH PROPERTY ABUTS, INCLUDING THE ACTUAL INSTALLATION OF STREETS WITH THE REQUIRED BASE AND PAVING, CURB AND GUTTER, WATER AND SEWER, DRAINAGE STRUCTURES, STORM STRUCTURES, STORM SEWERS, AND ALLEYS, ALL ACCORDING TO THE SPECIFICATIONS OF THE CITY OF ROCKWALL; OR

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

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

7. PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING, REPAIRING, AND REPLACING ANY DRAINAGE SYSTEMS IN EASEMENTS.

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

WITNESS OUR HANDS THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024:

FOR: STRUCTURED REA-ROCKWALL LAND, LLC

OWNER \_\_\_\_\_

TITLE \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ OF STRUCTURED REA-ROCKWALL LAND, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UPON MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

**\*SURVEYOR'S STATEMENT\***

THAT I, AARON L. STRINGFELLOW, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION.

SURVEYED ON THE GROUND  
APRIL 9, 2024

"THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF AARON STRINGFELLOW, R.P.L.S. NO. 6373 ON APRIL 19, 2024. IT IS NOT TO BE USED FOR RECORDING, CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THIS DOCUMENT IS NOT TO BE RELIED UPON AS A COMPLETE SURVEY AND SHALL NOT BE RECORDED."

AARON L. STRINGFELLOW, R.P.L.S.  
STATE OF TEXAS NO. 6373  
E-MAIL: AaronLS@WIERASSOCIATES.COM

STATE OF TEXAS  
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED AARON L. STRINGFELLOW, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED THEREIN STATED.

GIVEN UPON MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME \_\_\_\_\_

RECOMMENDED FOR FINAL APPROVAL

PLANNING AND ZONING COMMISSION, CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF AN ADDITION TO THE CITY OF ROCKWALL, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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

WITNESS OUR HANDS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

MAYOR, CITY OF ROCKWALL \_\_\_\_\_ CITY SECRETARY \_\_\_\_\_ CITY ENGINEER \_\_\_\_\_

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**PRELIMINARY PLAT  
BEING A CONVEYANCE PLAT  
LOT 1, BLOCK A AND  
LOTS 12 & 13, BLOCK B  
FIT SPORT LIFE ADDITION**

AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
BEING 23.680 ACRES OF LAND LOCATED IN THE  
ROBERT BOYD IRVINE SURVEY, ABSTRACT NO. 120,  
ROCKWALL COUNTY, TEXAS  
CASE NO.:-----

**OWNER / DEVELOPER**  
STRUCTURED REA-ROCKWALL LAND, LLC  
3104 E CAMELBACK ROAD #2387  
PHOENIX, ARIZONA 85016  
CONTACT: CONOR KEILTY  
PH: (480) 856-8808

**ENGINEER / SURVEYOR**  
WIER & ASSOCIATES, INC.  
2201 E. LAMAR BLVD., SUITE 200E  
ARLINGTON, TEXAS 76006  
CONTACT: RANDY EARDLEY, P.E.  
PH: (817) 467-7700  
FAX: (817) 467-7713

PREPARED BY:  
**WIA WIER & ASSOCIATES, INC.**  
**ENGINEERS SURVEYORS LAND PLANNERS**  
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700  
Texas Firm Registration No. F-2776 www.WierAssociates.com  
Texas Board of Professional Land Surveying Registration No. 10033900

SHEET 3 OF 3

DATE: 4/19/2024  
W.A. No. 19114.02

PRINTED: 4/19/2024 8:47 AM LAST SAVED: 4/19/2024 8:47 AM FILE: CONVEY-PLAT-LOTS-1,12&13-191144.02.DWG BAR IS ONE INCH ON ORIGINAL FULL-SIZE PRINT

## Mapcheck 6: GrossBoundary Description-19144.02

### Closure Summary

Precision, 1 part in: 286396.3121'

Error distance: 0.0183'

Error direction: N10° 30' 36"W

Area: 1031488 Sq. Ft.

Square area: 1031487.620

Perimeter: 5228.3200'

### Point of Beginning

Easting: 2607333.9853'

Northing: 7023692.3353'

### Side 1: Line

Direction: N72° 51' 57"E

Angle: [-107° 08' 03.00"]

Deflection angle: [072° 51' 57.00"]

Distance: 299.0400'

Easting: 2607619.7531'

Northing: 7023780.4355'

### Side 2: Line

Direction: N67° 03' 28"E

Angle: [174° 11' 31.00"]

Deflection angle: [-005° 48' 29.00"]

Distance: 118.0100'

Easting: 2607728.4283'

Northing: 7023826.4362'

### Side 3: Line

Direction: N72° 46' 09"E

Angle: [-174° 17' 19.00"]



Deflection angle: [005° 42' 41.00"]

Distance: 943.3700'

Easting: 2608629.4590'

Northing: 7024105.8832'

Side 4: Line

Direction: S01° 36' 16"E

Angle: [-074° 22' 25.00"]

Deflection angle: [105° 37' 35.00"]

Distance: 329.0800'

Easting: 2608638.6730'

Northing: 7023776.9322'

Side 5: Line

Direction: N76° 34' 05"E

Angle: [078° 10' 21.00"]

Deflection angle: [-101° 49' 39.00"]

Distance: 540.7000'

Easting: 2609164.5830'

Northing: 7023902.5315'

Side 6: Line

Direction: S01° 41' 51"E

Angle: [-078° 15' 56.00"]

Deflection angle: [101° 44' 04.00"]

Distance: 345.1600'

Easting: 2609174.8075'

Northing: 7023557.5230'

Side 7: Line

Direction: S71° 45' 12"W

Angle: [-106° 32' 57.00"]



Deflection angle: [073° 27' 03.00"]  
Distance: 505.0800'  
Easting: 2608695.1243'  
Northing: 7023399.3781'

Side 8: Curve

Curve direction: Counter-clockwise  
Radius: [830.0113']  
Arc length: 255.2900'  
Delta angle: 017° 37' 23.00"  
Tangent: [128.6635']  
Chord direction: S89° 49' 15"W  
Chord angle: [-161° 55' 57.00"]  
Deflection angle: [018° 04' 03.00"]  
Chord distance: 254.2900'  
Easting: 2608440.8355'  
Northing: 7023398.5830'

Side 9: Line

Direction: S81° 00' 34"W  
Angle: [-179° 59' 59.50"]  
Deflection angle: [000° 00' 00.50"]  
Distance: 59.8700'  
Easting: 2608381.7011'  
Northing: 7023389.2270'

Side 10: Curve

Curve direction: Counter-clockwise  
Radius: [60.0014']  
Arc length: 94.2300'  
Delta angle: 089° 58' 48.00"

Tangent: [59.9805']  
Chord direction: N55° 36' 06"W  
Chord angle: [-136° 36' 40.00"]  
Deflection angle: [043° 23' 20.00"]  
Chord distance: 84.8400'  
Easting: 2608311.6971'  
Northing: 7023437.1567'

Side 11: Line

Direction: S08° 57' 11"E  
Angle: [091° 38' 19.00"]  
Deflection angle: [-088° 21' 41.00"]  
Distance: 38.2900'  
Easting: 2608317.6559'  
Northing: 7023399.3333'

Side 12: Curve

Curve direction: Clockwise  
Radius: [19.9965']  
Arc length: 31.4000'  
Delta angle: 089° 57' 45.00"  
Tangent: [19.9834']  
Chord direction: S36° 01' 41"W  
Chord angle: [-135° 01' 08.00"]  
Deflection angle: [044° 58' 52.00"]  
Chord distance: 28.2700'  
Easting: 2608301.0281'  
Northing: 7023376.4705'

Side 13: Line

Direction: S81° 00' 34"W

Angle: [-179° 59' 59.50"]  
Deflection angle: [000° 00' 00.50"]  
Distance: 242.2300'  
Easting: 2608061.7741'  
Northing: 7023338.6168'

Side 14: Curve

Curve direction: Counter-clockwise  
Radius: [529.9967']  
Arc length: 169.8200'  
Delta angle: 018° 21' 29.00"  
Tangent: [85.6417']  
Chord direction: S71° 49' 49"W  
Chord angle: [170° 49' 15.00"]  
Deflection angle: [-009° 10' 45.00"]  
Chord distance: 169.0900'  
Easting: 2607901.1154'  
Northing: 7023285.8890'

Side 15: Line

Direction: S62° 39' 05"W  
Angle: [-179° 59' 59.50"]  
Deflection angle: [000° 00' 00.50"]  
Distance: 360.3600'  
Easting: 2607581.0336'  
Northing: 7023120.3384'

Side 16: Curve

Curve direction: Clockwise  
Radius: [470.0040']  
Arc length: 161.1700'

Delta angle: 019° 38' 50.00"  
Tangent: [81.3833']  
Chord direction: S72° 28' 30"W  
Chord angle: [-170° 10' 35.00"]  
Deflection angle: [009° 49' 25.00"]  
Chord distance: 160.3800'  
Easting: 2607428.0976'  
Northing: 7023072.0445'

Side 17: Curve

Curve direction: Clockwise  
Radius: [42.4966']  
Arc length: 25.4600'  
Delta angle: 034° 19' 30.00"  
Tangent: [13.1244']  
Chord direction: N80° 32' 20"W  
Chord angle: [-162° 50' 15.00"]  
Deflection angle: [017° 09' 45.00"]  
Chord distance: 25.0800'  
Easting: 2607403.3587'  
Northing: 7023076.1671'

Side 18: Curve

Curve direction: Counter-clockwise  
Radius: [42.5080']  
Arc length: 21.3800'  
Delta angle: 028° 49' 27.00"  
Tangent: [10.9238']  
Chord direction: N77° 47' 18"W  
Chord angle: [165° 35' 17.00"]

Deflection angle: [-014° 24' 43.00"]  
Chord distance: 21.1600'  
Easting: 2607382.6775'  
Northing: 7023080.6429'

Side 19: Curve

Curve direction: Clockwise  
Radius: [457.5731']  
Arc length: 15.5900'  
Delta angle: 001° 57' 08.00"  
Tangent: [7.7961']  
Chord direction: S88° 46' 32"W  
Chord angle: [-179° 01' 26.50"]  
Deflection angle: [000° 58' 33.50"]  
Chord distance: 15.5900'  
Easting: 2607367.0911'  
Northing: 7023080.3098'

Side 20: Line

Direction: S89° 45' 06"W  
Angle: [180° 00' 00.00"]  
Deflection angle: [-000° 00' 00.00"]  
Distance: 45.4600'  
Easting: 2607321.6315'  
Northing: 7023080.1127'

Side 21: Line

Direction: N45° 14' 54"W  
Angle: [-135° 00' 00.00"]  
Deflection angle: [045° 00' 00.00"]  
Distance: 42.4300'

Easting: 2607291.4992'

Northing: 7023109.9850'

Side 22: Line

Direction: N00° 14' 54"W

Angle: [-135° 00' 00.00"]

Deflection angle: [045° 00' 00.00"]

Distance: 90.7600'

Easting: 2607291.1058'

Northing: 7023200.7441'

Side 23: Line

Direction: N01° 59' 44"E

Angle: [-177° 45' 22.00"]

Deflection angle: [002° 14' 38.00"]

Distance: 93.5700'

Easting: 2607294.3641'

Northing: 7023294.2574'

Side 24: Line

Direction: N00° 36' 28"W

Angle: [177° 23' 48.00"]

Deflection angle: [-002° 36' 12.00"]

Distance: 69.6700'

Easting: 2607293.6251'

Northing: 7023363.9234'

Side 25: Line

Direction: N07° 00' 19"E

Angle: [-172° 23' 13.00"]

Deflection angle: [007° 36' 47.00"]

Distance: 330.9000'



Easting: 2607333.9819'

Northing: 7023692.3533'



# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

**TO:** Mayor and City Council

**DATE:** May 6, 2024

**APPLICANT:** Renee Ward; *Weir & Associates, Inc.*

**CASE NUMBER:** P2024-016; *Replat for Lots 9-11, Block B, Fit Sport Life Addition*

### SUMMARY

Consider a request by Renee Ward, PE of Weir & Associates, Inc. on behalf of Conor Keilty, AIA of Structured REA-Rockwall Land, LLC for the approval of a Replat for Lots 9, 10, & 11, Block B, Fit Sport Life Addition being a 18.085-acre tract of land identified as Lot 8, Block B, Fit Sport Life Addition and a portion of Tract 22 and all of Tract 24 of the R. Irvine Survey, Abstract 120, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District and Light Industrial (LI) District, situated at the northwest corner of the intersection of Data Drive and Capital Boulevard, and take any action necessary.

### PLAT INFORMATION

- Purpose. The applicant is requesting the approval of a Replat for an 18.085-acre tract of land (*i.e. Lot 8, Block B, Fit Sport Life Addition and a portion of Tract 22 and all of Tract 24 of the R. Irvine Survey, Abstract 120*) for the purpose of establishing three (3) lots (*i.e. Lots 9-11, Block B, Fit Sport Life Addition*) on the subject property. The purpose of this plat is to subdivide the subject property to facilitate the future conveyance of land, delineate the boundaries of the existing detention pond, and to dedicate additional right-of-way for Capital Boulevard.
- Background. The subject property was annexed by the City Council on July 21, 1997 by *Ordinance No. 97-14 (Case No. A1997-001)*. At the time of annexation, the subject property was zoned Agricultural (AG) District. According to the historic zoning maps the subject property was rezoned to a Commercial (C) District at some point between the time of annexation and April 5, 2005. On December 6, 2021, the City Council approved a preliminary plat (*Case No. P2021-020*) for the subject property. The proposed Lot 10, Block B, serves as the detention system for an adjacent commercial business (*i.e. Fit Sport*) and has already been platted as Lot 8, Block B, Fit Sport Life Addition (*Case No. P2021-061*). The remainder of the subject property has remained vacant since the time of annexation.
- Conformance to the Subdivision Ordinance. The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- *conforming to the requirements for plats as stipulated by the Chapter 38, Subdivisions, of the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional Approval. Conditional approval of this Replat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- With the exception of the items listed in the Conditions of Approval section of this case memo, this plat is in substantial compliance with the requirements of the Subdivision Ordinance in the Municipal Code of Ordinances.

### CONDITIONS OF APPROVAL

If the City Council chooses to approve the Replat for *Lots 9-11, Block B, Fit Sport Life Addition* staff would propose the following conditions of approval:

- (1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this Replat; and,

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

**PLANNING AND ZONING COMMISSION**

On April 30, 2024, the Planning and Zoning Commission approved a motion to recommend approval of the replat by a vote of 5-0, with Commissioners Conway and Llewellyn absent.



# DEVELOPMENT APPLICATION

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

PLANNING & ZONING CASE NO. \_\_\_\_\_

**NOTE:** THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

<p><b>PLATTING APPLICATION FEES:</b></p> <p><input type="checkbox"/> MASTER PLAT (\$100.00 + \$15.00 ACRE) <sup>1</sup></p> <p><input type="checkbox"/> PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) <sup>1</sup></p> <p><input type="checkbox"/> FINAL PLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup></p> <p><input checked="" type="checkbox"/> REPLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup></p> <p><input type="checkbox"/> AMENDING OR MINOR PLAT (\$150.00)</p> <p><input type="checkbox"/> PLAT REINSTATEMENT REQUEST (\$100.00)</p> <p><b>SITE PLAN APPLICATION FEES:</b></p> <p><input type="checkbox"/> SITE PLAN (\$250.00 + \$20.00 ACRE) <sup>1</sup></p> <p><input type="checkbox"/> AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)</p>	<p><b>ZONING APPLICATION FEES:</b></p> <p><input type="checkbox"/> ZONING CHANGE (\$200.00 + \$15.00 ACRE) <sup>1</sup></p> <p><input type="checkbox"/> SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) <sup>1&amp;2</sup></p> <p><input type="checkbox"/> PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) <sup>1</sup></p> <p><b>OTHER APPLICATION FEES:</b></p> <p><input type="checkbox"/> TREE REMOVAL (\$75.00)</p> <p><input type="checkbox"/> VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) <sup>2</sup></p> <p><b>NOTES:</b></p> <p><sup>1</sup> IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.</p> <p><sup>2</sup> A <b>\$1,000.00</b> FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.</p>
--	---

## PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS: **Fit Sport Life Blvd.**

SUBDIVISION: **Structured REA-Rockwall Land, LLC** Inst. No. **2021000001622**

GENERAL LOCATION: **400' South and 1160' East of intersection of I-30 and Corporate Crossing**

## ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING: **Commercial - C / Light Industrial - LI** CURRENT USE: **Vacant/Detention**

PROPOSED ZONING: **Commercial - C / Light Industrial - LI** PROPOSED USE: **Vacant/Detention**

ACREAGE: **18.08 acres** LOTS [CURRENT]: **4** LOTS [PROPOSED]: **3**

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

## OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

<input type="checkbox"/> OWNER	<b>Structured REA-Rockwall Land LLC</b>	<input checked="" type="checkbox"/> APPLICANT	<b>Wier &amp; Associates, Inc.</b>
CONTACT PERSON	<b>Conor Keilty, AIA</b>	CONTACT PERSON	<b>Renee Ward, P.E.</b>
ADDRESS	<b>3104 E. Camelback Road, Ste. 2387</b>	ADDRESS	<b>2201 E. Lamar Blvd, Ste 200E</b>
CITY, STATE & ZIP	<b>Phoenix, Arizona 85016</b>	CITY, STATE & ZIP	<b>Arlington, Texas 76006</b>
PHONE	<b>(480) 856-8808</b>	PHONE	<b>(817) 467-7700</b>
E-MAIL	<b>conork@structuredrea.com</b>	E-MAIL	<b>ReneeW@wierassociates.com</b>

## NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Conor Keilty [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT, AND THE APPLICATION FEE OF \$ 661.69 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS 19th DAY OF April, 2024. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

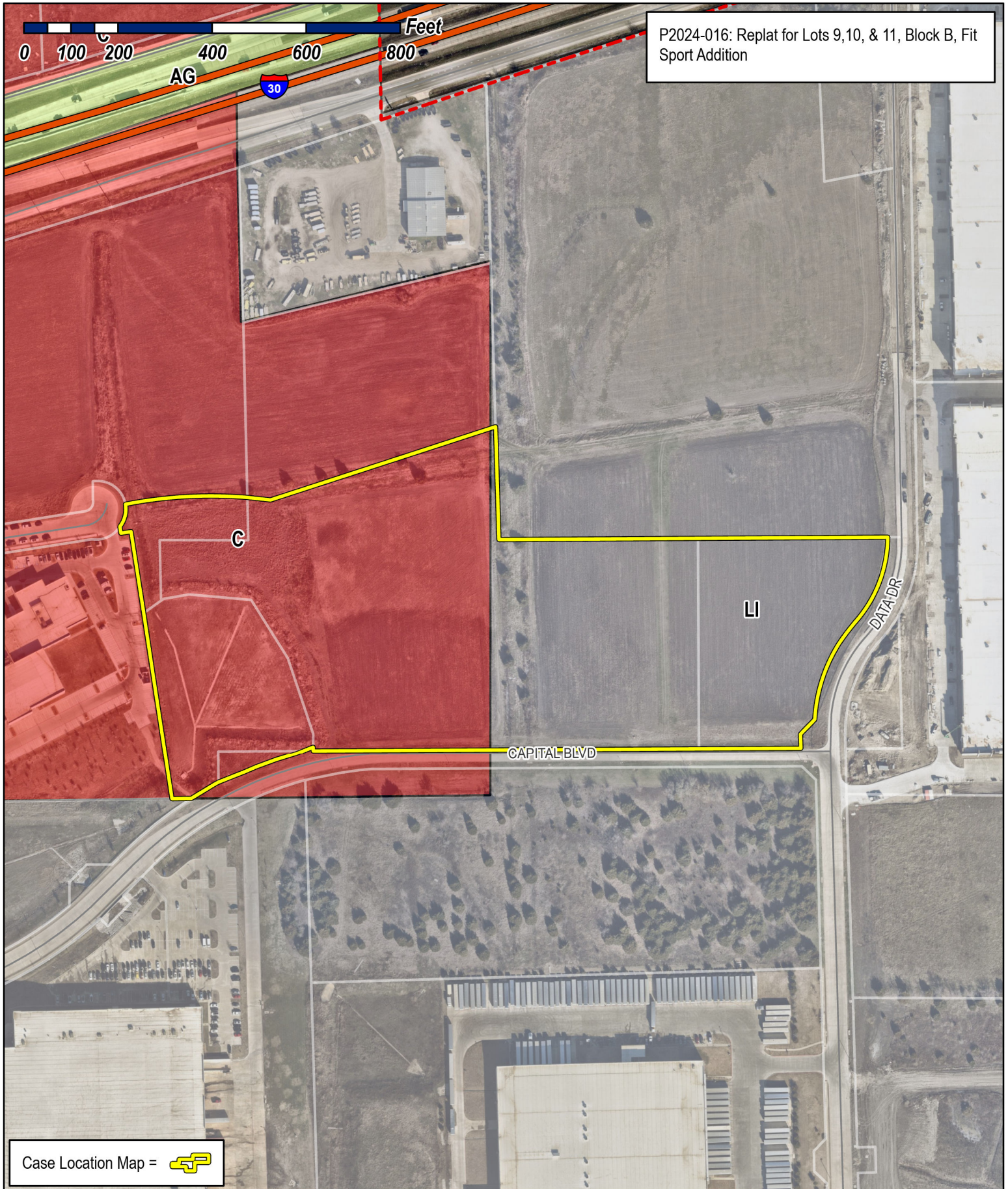
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 11th DAY OF April, 2024

OWNER'S SIGNATURE: [Signature]


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS: [Signature]







P2024-016: Replat for Lots 9,10, & 11, Block B, Fit Sport Addition

Case Location Map = 



# City of Rockwall

Planning & Zoning Department  
 385 S. Goliad Street  
 Rockwall, Texas 75087  
 (P): (972) 771-7745  
 (W): www.rockwall.com

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





**FIT SPORT LIFE BLVD.**

(60' RIGHT-OF-WAY)  
INST. NO. 202200003843  
O.P.R.R.C.T.

STRUCTURED REA-ROCKWALL LAND, LLC  
INST. 2021000001622  
O.P.R.R.C.T.

STRUCTURED REA-ROCKWALL LAND, LLC  
INST. NO. 2021000001622  
O.P.R.R.C.T.

STRUCTURED REA-ROCKWALL LAND, LLC  
INST. NO. 2021000001622  
O.P.R.R.C.T.

STRUCTURED REA - ROCKWALL LAND, LLC  
INST. NO. 2021000001622  
O.P.R.R.C.T.

RUSTY WALLIS FAMILY LIMITED PARTNERSHIP #2  
VOL. 4014, PG. 173  
D.R.R.C.T.

**DATA DRIVE**  
(VARIABLE WIDTH RIGHT-OF-WAY)  
INST NO. 20220000013556  
O.P.R.R.C.T.

LOT 3, BLOCK A  
ROCKWALL PARK30  
INST. NO. 20220000013556  
O.P.R.R.C.T.

RIGHT-OF-WAY DEDICATION  
0.674 ACRES  
(29,353 SQ. FT.)

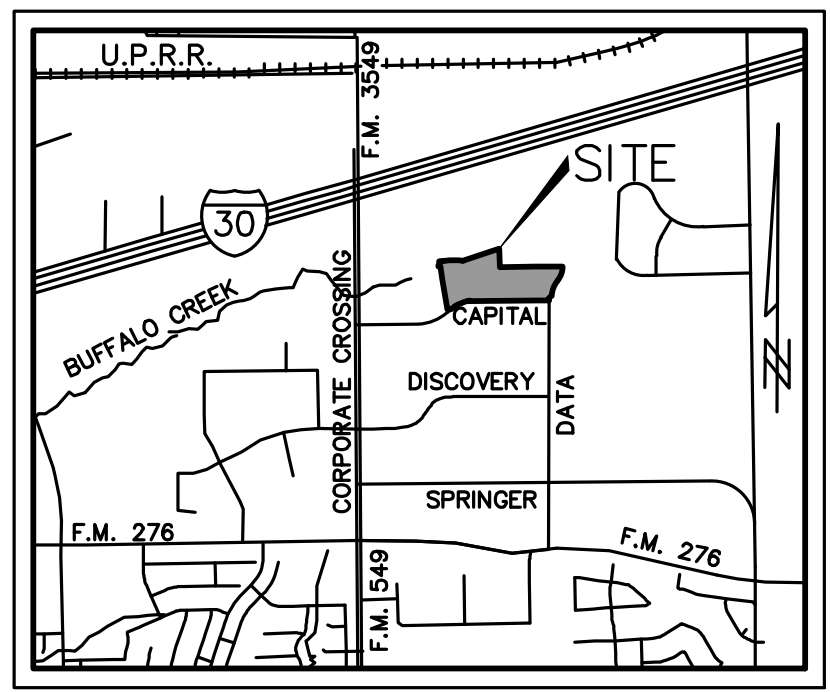
**CAPITAL BLVD.**

(VARIABLE WIDTH RIGHT-OF-WAY)

APPROX. LOCATION OF SURVEY LINE

**PLACE OF BEGINNING**

ROCKWALL ECONOMIC DEVELOPMENT CORPORATION  
VOL. 3495, PG. 314  
D.R.R.C.T.



VICINITY MAP  
NOT TO SCALE

**\* LEGEND \***

- CM CONTROLLING MONUMENT
- IRF IRON ROD FOUND
- IRS IRON ROD SET W/YELLOW CAP
- STAMPED "WIER & ASSOC INC"
- INSTRUMENT NUMBER
- VOLUME, PAGE
- DEED RECORDS, ROCKWALL COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS

**18.085 ACRES GROSS**  
(787,767 SQUARE FEET)  
**-0.674 ACRES R.O.W.**  
(29,353 SQUARE FEET)  
**17.411 ACRES NET**  
(758,414 SQUARE FEET)

**PRELIMINARY FOR REVIEW PURPOSES ONLY**  
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

**PRELIMINARY PLAT BEING A CONVEYANCE PLAT LOTS 9, 10, AND 11, BLOCK B FIT SPORT LIFE ADDITION**

AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS BEING 18.085 ACRES OF LAND LOCATED IN THE ROBERT BOYD IRVINE SURVEY, ABSTRACT NO. 120, ROCKWALL COUNTY, TEXAS  
CASE NO.: -----

PREPARED BY:  
**WIA WIER & ASSOCIATES, INC.**  
ENGINEERS SURVEYORS LAND PLANNERS  
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700  
Texas Firm Registration No. F-2776 www.WierAssociates.com  
Texas Board of Professional Land Surveying Registration No. 10033900

SHEET 1 OF 3  
DATE: 4/19/2024  
W.A. No. 19114.02

**LINE TABLE**

LINE	BEARING	DIST
L1	N00°16'13"W	8.23'
L2	S81°00'34"W	21.83'
L3	N08°54'00"W	14.16'
L4	S01°15'53"E	3.99'
L5	S44°01'09"W	43.47'
L6	S01°41'11"E	30.00'

**CURVE TABLE**

CURVE	ARC	RADIUS	DELTA	BEARING	DIST.
C1	282.66'	832.50'	19°27'13"	S67°01'28"W	281.30'
C2	51.30'	60.00'	48°59'20"	N13°52'59"E	49.75'
C3	255.29'	830.00'	17°37'23"	N89°49'15"E	254.29'
C4	200.36'	274.50'	41°49'15"	S19°38'46"W	195.94'
C5	219.89'	335.50'	37°33'08"	S21°46'50"W	215.98'

- \* NOTES \***
- ACCORDING TO SURVEYOR'S INTERPRETATION OF INFORMATION SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) "FLOOD INSURANCE RATE MAP" (FIRM), MAP No. 48397C0045L, MAP REVISED SEPTEMBER 26, 2008, ALL OF THE SUBJECT TRACT LIES WITHIN ZONE "X" "AREA OF MINIMAL FLOOD HAZARD" AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION, OR THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
  - THE ABOVE REFERENCED "FIRM" MAP IS FOR USE IN ADMINISTERING THE "NFIP"; IT DOES NOT NECESSARILY SHOW ALL AREAS POTENTIALLY SUBJECT TO FLOODING, PARTICULARLY AREAS WHICH COULD BE FLOODED BY SEVERE, CONCENTRATED RAINFALL COUPLED WITH INADEQUATE LOCAL DRAINAGE SYSTEMS. THERE MAY BE OTHER STREAMS, CREEKS, LOW AREAS, DRAINAGE SYSTEMS OR OTHER SURFACE OR SUBSURFACE CONDITIONS EXISTING ON OR NEAR THE SUBJECT PROPERTY WHICH ARE NOT STUDIED OR ADDRESSED AS PART OF THE "NFIP".
  - ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983, AS DERIVED BY FIELD OBSERVATIONS UTILIZING THE RTK NETWORK ADMINISTERED BY ALLTERRA CENTRAL, INC.
  - THIS FINAL PLAT IS FOR CONVEYANCE PURPOSES ONLY AND NOT FOR THE DEVELOPMENT OF THE SUBJECT PROPERTY.
  - A CONVEYANCE PLAT IS A RECORD OF PROPERTY APPROVED BY THE CITY OF ROCKWALL FOR THE PURPOSE OF SALE OR CONVEYANCE IN ITS ENTIRETY OR INTERESTS THEREON DEFINED; NO BUILDING PERMIT SHALL BE ISSUED NOR PERMANENT PUBLIC UTILITY SERVICE PROVIDED UNTIL A FINAL PLAT IS APPROVED, FILED OF RECORD, AND PUBLIC IMPROVEMENTS ACCEPTED IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF THE CITY OF ROCKWALL. SELLING A PORTION OF THIS PROPERTY BY METES AND BOUNDS, EXCEPT AS SHOWN ON AN APPROVED, FILED, AND ACCEPTED CONVEYANCE PLAT, FINAL PLAT, OR REPLAT IS A VIOLATION OF THE CITY ORDINANCE AND STATE LAW.
  - IT SHALL BE THE POLICY OF THE CITY OF ROCKWALL TO WITHHOLD ISSUING BUILDING PERMITS UNTIL ALL STREETS, WATER, SEWER AND STORM DRAINAGE SYSTEMS HAVE BEEN ACCEPTED BY THE CITY. THE APPROVAL OF A PLAT BY THE CITY DOES NOT CONSTITUTE ANY REPRESENTATION, ASSURANCE OR GUARANTEE THAT ANY BUILDING WITHIN SUCH PLAT SHALL BE APPROVED, AUTHORIZED OR PERMIT THEREFORE ISSUED, NOR SHALL SUCH APPROVAL CONSTITUTE ANY REPRESENTATION, ASSURANCE OR GUARANTEE BY THE CITY OF THE ADEQUACY AND AVAILABILITY FOR WATER FOR PERSONAL USE AND FIRE PROTECTION WITHIN SUCH PLAT, AS REQUIRED UNDER ORDINANCE 83-54.
  - THE PROPERTY OWNER IS RESPONSIBLE FOR MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL DETENTION AND DRAINAGE SYSTEMS.
  - ALL 1/2" IRON RODS SET WITH A CAP STAMPED "WIER & ASSOC INC", UNLESS NOTED OTHERWISE.

**OWNER / DEVELOPER**  
ROCKWALL ECONOMIC DEVELOPMENT CORPORATION  
2610 OBSERVATION TRAIL, SUITE 104  
ROCKWALL, TEXAS 75032  
CONTACT: MATT WAVERING  
PH: (972) 772-0025

**OWNER / DEVELOPER**  
STRUCTURED REA-ROCKWALL LAND, LLC  
3104 E CAMELBACK ROAD #2387  
PHOENIX, ARIZONA 85016  
CONTACT: CONOR KEILTY  
PH: (480) 856-8808

**ENGINEER / SURVEYOR**  
WIER & ASSOCIATES, INC.  
2201 E. LAMAR BLVD., SUITE 200E  
ARLINGTON, TEXAS 76006  
CONTACT: RANDY EARDLEY, P.E.  
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PRINTED: 4/19/2024 8:07 AM  
STB FILE: WIER-SURVEY.STB  
LAST SAVED: 4/19/2024 8:07 AM  
FILE: CONVEY-PLAT-LOTS-9-THRU-11-19144.02  
BAR IS ONE INCH ON ORIGINAL FULL-SIZE PRINT



**\* O W N E R ' S C E R T I F I C A T I O N \***

STATE OF TEXAS  
COUNTY OF ROCKWALL

WHEREAS STRUCTURED REA-ROCKWALL LAND, LLC, AND ROCKWALL ECONOMIC DEVELOPMENT CORPORATION, BEING THE OWNERS OF A TRACT OF LAND IN THE COUNTY OF ROCKWALL, STATE OF TEXAS, SAID TRACT BEING DESCRIBED AS FOLLOWS:

BEING A TRACT OF LAND LOCATED IN THE ROBERT BOYD IRVINE SURVEY, ABSTRACT NO. 120, ROCKWALL COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO STRUCTURED REA-ROCKWALL LAND, LLC, RECORDED IN INSTRUMENT NO. 2021000001622, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS (O.P.R.R.C.T.), AND A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO ROCKWALL ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN VOLUME 3495, PAGE 314, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE SOUTH LINE OF SAID STRUCTURED REA-ROCKWALL TRACT, SAID IRON ROD BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CAPITAL BOULEVARD (A 65' RIGHT-OF-WAY) WITH THE WEST RIGHT-OF-WAY LINE OF DATA DRIVE (A VARIABLE WIDTH RIGHT OF WAY);

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CAPITAL BOULEVARD AS FOLLOWS:

- 1) S 89°43'47" W, ALONG THE SOUTH LINE OF SAID STRUCTURED REA-ROCKWALL TRACT, A DISTANCE OF 1040.09 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC";
- 2) N 00°16'13" W, CONTINUING ALONG THE SOUTH LINE OF SAID STRUCTURED REA-ROCKWALL TRACT, A DISTANCE OF 8.23 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE SOUTHEAST CORNER OF LOT B, BLOCK B, FIT SPORT LIFE ADDITION, AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NUMBER 202200003843, O.P.R.R.C.T., AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
- 3) SOUTHWESTERLY, AN ARC LENGTH OF 282.66 FEET ALONG THE SOUTH LINE OF SAID LOT B AND SAID CURVE TO THE LEFT, HAVING A RADIUS OF 832.50 FEET, A DELTA ANGLE OF 19°27'13", AND A CHORD BEARING OF S 67°01'28" W, 281.30 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT B;

THENCE S 89°10'38" W, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID CAPITAL BOULEVARD AND CONTINUING ALONG THE SOUTH LINE OF SAID LOT B, A DISTANCE OF 40.18 FEET TO A MAGNAIL FOUND IN THE BASE OF A HACKBERRY TREE, BEING THE SOUTHWEST CORNER OF SAID LOT B AND THE SOUTHEAST CORNER OF LOT 5, BLOCK B OF SAID FIT SPORT LIFE ADDITION;

THENCE N 08°59'57" W, ALONG THE WEST LINE OF SAID LOT B AND THE EAST LINE OF SAID LOT 5, A DISTANCE OF 574.57 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 5;

THENCE S 81°00'34" W, ALONG A NORTH LINE OF SAID LOT 5, A DISTANCE OF 21.83 FEET TO AN "X" CUT SET;

THENCE N 08°54'00" W, CONTINUING ALONG A NORTH LINE OF SAID LOT 5, A DISTANCE OF 14.16 FEET TO AN "X" CUT SET IN THE SOUTH RIGHT-OF-WAY LINE OF FIT SPORT LIFE BOULEVARD (A 60' RIGHT-OF-WAY), BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 51.30 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FIT SPORT LIFE BOULEVARD AND SAID CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 48°59'20", AND A CHORD BEARING OF N 13°52'59" E, 49.75 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";

THENCE N 81°00'34" E, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID FIT SPORT LIFE BOULEVARD, A DISTANCE OF 59.87 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE EASTERLY, AN ARC LENGTH OF 255.29 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 830.00 FEET, A DELTA ANGLE OF 17°37'23", AND A CHORD BEARING OF N 89°49'15" E, 254.29 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";

THENCE N 71°45'12" E, A DISTANCE OF 505.08 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO RUSTY WALLIS FAMILY LIMITED PARTNERSHIP #2, RECORDED IN VOLUME 4014, PAGE 173, D.R.R.C.T., AND THE MOST NORTHERLY EAST LINE OF SAID STRUCTURED REA-ROCKWALL TRACT;

THENCE S 01°41'51" E, ALONG THE WEST LINE OF SAID RUSTY WALLIS TRACT AND THE MOST NORTHERLY EAST LINE OF SAID STRUCTURED REA-ROCKWALL TRACT, A DISTANCE OF 242.13 FEET TO A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RSCI" BEARS N 24°12' W, 0.8 FEET, BEING THE SOUTHWEST CORNER OF SAID RUSTY WALLIS TRACT AND AN ELL CORNER OF SAID STRUCTURED REA-ROCKWALL TRACT;

THENCE N 89°40'04" E, ALONG THE SOUTH LINE OF SAID RUSTY WALLIS TRACT AND THE MOST EASTERLY NORTH LINE OF SAID STRUCTURED REA-ROCKWALL TRACT, A DISTANCE OF 815.97 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE WEST RIGHT-OF-WAY LINE OF SAID DATA DRIVE;

THENCE DEPARTING THE SOUTH LINE OF SAID RUSTY WALLIS TRACT AND THE MOST EASTERLY NORTH LINE OF SAID STRUCTURED REA-ROCKWALL TRACT AND ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DATA DRIVE AS FOLLOWS:

- 1) S 01°15'53" E, A DISTANCE OF 3.99 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A CURVE TO THE RIGHT;
- 2) SOUTHWESTERLY, AN ARC LENGTH OF 200.36 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 274.50 FEET, A DELTA ANGLE OF 41°49'15", AND A CHORD BEARING OF S 19°38'46" W, 195.94 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT;
- 3) SOUTHWESTERLY, AN ARC LENGTH OF 219.89 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 335.50 FEET, A DELTA ANGLE OF 37°33'08", AND A CHORD BEARING OF S 21°46'50" W, 215.98 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";
- 4) S 44°01'09" W, A DISTANCE OF 43.47 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";
- 5) S 01°41'11" E, A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 18.085 ACRES (787,768 SQUARE FEET) OF LAND, MORE OR LESS.

**OWNER / DEVELOPER**  
ROCKWALL ECONOMIC  
DEVELOPMENT CORPORATION  
2610 OBSERVATION TRAIL, SUITE 104  
ROCKWALL, TEXAS 75032  
CONTACT: MATT WAVERING  
PH: (972) 772-0025

**OWNER / DEVELOPER**  
STRUCTURED REA-ROCKWALL LAND, LLC  
3104 E CAMELBACK ROAD #2387  
PHOENIX, ARIZONA 85016  
CONTACT: CONOR KEILTY  
PH: (480) 856-8808

**ENGINEER / SURVEYOR**  
WIER & ASSOCIATES, INC.  
2201 E. LAMAR BLVD., SUITE 200E  
ARLINGTON, TEXAS 76006  
CONTACT: RANDY EARDLEY, P.E.  
PH: (817) 467-7700  
FAX: (817) 467-7713

**PRELIMINARY**  
**FOR REVIEW PURPOSES ONLY**  
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY  
PURPOSE AND SHALL NOT BE USED OR VIEWED OR  
RELIED UPON AS A FINAL SURVEY DOCUMENT.

**PRELIMINARY PLAT  
BEING A CONVEYANCE PLAT  
LOTS 9, 10, AND 11, BLOCK B  
FIT SPORT LIFE ADDITION**

AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
BEING 18.085 ACRES OF LAND LOCATED IN THE  
ROBERT BOYD IRVINE SURVEY, ABSTRACT NO. 120,  
ROCKWALL COUNTY, TEXAS  
CASE NO.:-----

**WIA** PREPARED BY:  
**WIER & ASSOCIATES, INC.**  
**ENGINEERS SURVEYORS LAND PLANNERS**  
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700  
Texas Firm Registration No. F-2776 www.WierAssociates.com  
Texas Board of Professional Land Surveying Registration No. 10033900

**SHEET 2 OF 3**

DATE: 4/19/2024  
W.A. No. 19114.02

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS  
COUNTY OF ROCKWALL

I, THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS LOTS 9, 10, & 11, BLOCK B, FIT SPORT LIFE ADDITION TO THE CITY OF ROCKWALL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. I FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN LOTS 9, 10, & 11, BLOCK B, FIT SPORT LIFE ADDITION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT.

I UNDERSTAND AND DO HEREBY RESERVE THE EASEMENT STRIPS SHOWN ON THIS PLAT FOR THE PURPOSES STATED AND FOR THE MUTUAL USE AND ACCOMMODATION OF ALL UTILITIES DESIRING TO USE OR USING SAME. I ALSO UNDERSTAND THE FOLLOWING:

1. NO BUILDINGS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE UTILITY EASEMENTS AS DESCRIBED HEREIN.
2. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEM ON ANY OF THESE EASEMENT STRIPS; AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS OR EGRESS TO, FROM AND UPON THE SAID EASEMENT STRIPS FOR PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTING, PATROLLING, MAINTAINING, AND EITHER ADDING TO OR REMOVING ALL OR PART OF THEIR RESPECTIVE SYSTEM WITHOUT THE NECESSITY OF, AT ANY TIME, PROCURING THE PERMISSION OF ANYONE.
3. THE CITY OF ROCKWALL WILL NOT BE RESPONSIBLE FOR ANY CLAIMS OF ANY NATURE RESULTING FROM OR OCCASIONED BY THE ESTABLISHMENT OF GRADE OF STREETS IN THE SUBDIVISION.
4. THE DEVELOPER AND ENGINEER SHALL BEAR TOTAL RESPONSIBILITY FOR STORM DRAIN IMPROVEMENTS.
5. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE NECESSARY FACILITIES TO PROVIDE DRAINAGE PATTERNS AND DRAINAGE CONTROLS SUCH THAT PROPERTIES WITHIN THE DRAINAGE AREA ARE NOT ADVERSELY AFFECTED BY STORM DRAINAGE FROM THE DEVELOPMENT.

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

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

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

7. PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING, REPAIRING, AND REPLACING ANY DRAINAGE SYSTEMS IN EASEMENTS.

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

WITNESS OUR HANDS THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024:

FOR: STRUCTURED REA-ROCKWALL LAND, LLC

OWNER

TITLE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ OF STRUCTURED REA-ROCKWALL LAND, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UPON MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_

PRINTED NAME

**OWNER / DEVELOPER**  
ROCKWALL ECONOMIC  
DEVELOPMENT CORPORATION  
2610 OBSERVATION TRAIL, SUITE 104  
ROCKWALL, TEXAS 75032  
CONTACT: MATT WAVERING  
PH: (972) 772-0025

**OWNER / DEVELOPER**  
STRUCTURED REA-ROCKWALL LAND, LLC  
3104 E CAMELBACK ROAD #2387  
PHOENIX, ARIZONA 85016  
CONTACT: CONOR KEILTY  
PH: (480) 856-8808

**ENGINEER / SURVEYOR**  
WIER & ASSOCIATES, INC.  
2201 E. LAMAR BLVD., SUITE 200E  
ARLINGTON, TEXAS 76006  
CONTACT: RANDY EARDLEY, P.E.  
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FAX: (817) 467-7713

PREPARED BY:  
**WIA WIER & ASSOCIATES, INC.**  
ENGINEERS SURVEYORS LAND PLANNERS  
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700  
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Texas Board of Professional Land Surveying Registration No. 10033900

SHEET 3 OF 3

DATE: 4/19/2024  
W.A. No. 19114.02

FOR: ROCKWALL ECONOMIC DEVELOPMENT CORPORATION

OWNER

TITLE

STATE OF TEXAS  
COUNTY OF ROCKWALL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ OF STRUCTURED REA-ROCKWALL LAND, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UPON MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME

**\* SURVEYOR'S STATEMENT \***

THAT I, AARON L. STRINGFELLOW, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION.

SURVEYED ON THE GROUND  
APRIL 9, 2024

"THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF AARON STRINGFELLOW, RPLS. NO. 6373 ON APRIL 19, 2024. IT IS NOT TO BE USED FOR RECORDING, CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THIS DOCUMENT IS NOT TO BE RELIED UPON AS A COMPLETE SURVEY AND SHALL NOT BE RECORDED."

AARON L. STRINGFELLOW, R.P.L.S.  
STATE OF TEXAS NO. 6373  
E-MAIL: AaronLS@WIERASSOCIATES.COM

STATE OF TEXAS  
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED AARON L. STRINGFELLOW, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED THEREIN STATED.

GIVEN UPON MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME

**RECOMMENDED FOR FINAL APPROVAL**

PLANNING AND ZONING COMMISSION, CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVED**

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF AN ADDITION TO THE CITY OF ROCKWALL, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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

WITNESS OUR HANDS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

MAYOR, CITY OF ROCKWALL \_\_\_\_\_ CITY SECRETARY \_\_\_\_\_ CITY ENGINEER \_\_\_\_\_

**PRELIMINARY**  
**FOR REVIEW PURPOSES ONLY**  
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**PRELIMINARY PLAT  
BEING A CONVEYANCE PLAT  
LOTS 9, 10, AND 11, BLOCK B  
FIT SPORT LIFE ADDITION**

AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
BEING 18.085 ACRES OF LAND LOCATED IN THE  
ROBERT BOYD IRVINE SURVEY, ABSTRACT NO. 120,  
ROCKWALL COUNTY, TEXAS  
CASE NO.:-----

PRINTED: 4/19/2024 8:07 AM LAST SAVED: 4/19/2024 8:07 AM FILE: CONVEYANCE-PLAT-LOTS-9-THRU-11-19144.02 BAR IS ONE INCH ON ORIGINAL FULL-SIZE PRINT

Mapcheck 2: LEGAL (2)

Closure Summary

Precision, 1 part in: 245549.7199'

Error distance: 0.0180'

Error direction: S52° 52' 28"E

Area: 787760 Sq. Ft.

Square area: 787759.836

Perimeter: 4409.0700'

Point of Beginning

Easting: 2609822.6764'

Northing: 7022869.8994'

Side 1: Line

Direction: S89° 43' 47"W

Angle: [089° 43' 47.00"]

Deflection angle: [-090° 16' 13.00"]

Distance: 1040.0900'

Easting: 2608782.5980'

Northing: 7022864.9931'

Side 2: Line

Direction: N00° 16' 13"W

Angle: [-090° 00' 00.00"]

Deflection angle: [090° 00' 00.00"]

Distance: 8.2300'

Easting: 2608782.5592'

Northing: 7022873.2230'

Side 3: Curve

Curve direction: Counter-clockwise

Radius: [832.4923']

Arc length: 282.6600'  
Delta angle: 019° 27' 13.00"  
Tangent: [142.7014']  
Chord direction: S67° 01' 28"W  
Chord angle: [067° 17' 41.00"]  
Deflection angle: [-112° 42' 19.00"]  
Chord distance: 281.3000'  
Easting: 2608523.5743'  
Northing: 7022763.4208'

Side 4: Line

Direction: S89° 10' 38"W  
Angle: [-148° 07' 13.50"]  
Deflection angle: [031° 52' 46.50"]  
Distance: 40.1800'  
Easting: 2608483.3984'  
Northing: 7022762.8438'

Side 5: Line

Direction: N08° 59' 57"W  
Angle: [-098° 10' 35.00"]  
Deflection angle: [081° 49' 25.00"]  
Distance: 574.5700'  
Easting: 2608393.5241'  
Northing: 7023330.3412'

Side 6: Line

Direction: S81° 00' 34"W  
Angle: [090° 00' 31.00"]  
Deflection angle: [-089° 59' 29.00"]  
Distance: 21.8300'

Easting: 2608371.9623'  
Northing: 7023326.9298'

Side 7: Line

Direction: N08° 54' 00"W  
Angle: [-089° 54' 34.00"]  
Deflection angle: [090° 05' 26.00"]  
Distance: 14.1600'  
Easting: 2608369.7716'  
Northing: 7023340.9193'

Side 8: Curve

Curve direction: Counter-clockwise  
Radius: [59.9969']  
Arc length: 51.3000'  
Delta angle: 048° 59' 20.00"  
Tangent: [27.3351']  
Chord direction: N13° 52' 59"E  
Chord angle: [-157° 13' 01.00"]  
Deflection angle: [022° 46' 59.00"]  
Chord distance: 49.7500'  
Easting: 2608381.7087'  
Northing: 7023389.2160'

Side 9: Line

Direction: N81° 00' 34"E  
Angle: [-088° 22' 45.00"]  
Deflection angle: [091° 37' 15.00"]  
Distance: 59.8700'  
Easting: 2608440.8431'  
Northing: 7023398.5720'

Side 10: Curve

Curve direction: Clockwise  
Radius: [830.0113']  
Arc length: 255.2900'  
Delta angle: 017° 37' 23.00"  
Tangent: [128.6635']  
Chord direction: N89° 49' 15"E  
Chord angle: [-171° 11' 19.00"]  
Deflection angle: [008° 48' 41.00"]  
Chord distance: 254.2900'  
Easting: 2608695.1319'  
Northing: 7023399.3672'

Side 11: Line

Direction: N71° 45' 12"E  
Angle: [153° 07' 15.50"]  
Deflection angle: [-026° 52' 44.50"]  
Distance: 505.0800'  
Easting: 2609174.8151'  
Northing: 7023557.5120'

Side 12: Line

Direction: S01° 41' 51"E  
Angle: [-073° 27' 03.00"]  
Deflection angle: [106° 32' 57.00"]  
Distance: 242.1300'  
Easting: 2609181.9876'  
Northing: 7023315.4883'

Side 13: Line

Direction: N89° 40' 04"E



Angle: [091° 21' 55.00"]  
Deflection angle: [-088° 38' 05.00"]  
Distance: 815.9700'  
Easting: 2609997.9439'  
Northing: 7023320.2195'

Side 14: Line

Direction: S01° 15' 53"E  
Angle: [-090° 55' 57.00"]  
Deflection angle: [089° 04' 03.00"]  
Distance: 3.9900'  
Easting: 2609998.0320'  
Northing: 7023316.2305'

Side 15: Curve

Curve direction: Clockwise  
Radius: [274.4966']  
Arc length: 200.3600'  
Delta angle: 041° 49' 15.00"  
Tangent: [104.8773']  
Chord direction: S19° 38' 46"W  
Chord angle: [-159° 05' 21.00"]  
Deflection angle: [020° 54' 39.00"]  
Chord distance: 195.9400'  
Easting: 2609932.1551'  
Northing: 7023131.6967'

Side 16: Curve

Curve direction: Counter-clockwise  
Radius: [335.5071']  
Arc length: 219.8900'

Delta angle: 037° 33' 08.00"  
Tangent: [114.0599']  
Chord direction: S21° 46' 50"W  
Chord angle: [161° 13' 26.50"]  
Deflection angle: [-018° 46' 33.50"]  
Chord distance: 215.9800'  
Easting: 2609852.0151'  
Northing: 7022931.1352'

Side 17: Line

Direction: S44° 01' 09"W  
Angle: [-138° 59' 07.00"]  
Deflection angle: [041° 00' 53.00"]  
Distance: 43.4700'  
Easting: 2609821.8079'  
Northing: 7022899.8756'

Side 18: Line

Direction: S01° 41' 11"E  
Angle: [134° 17' 40.00"]  
Deflection angle: [-045° 42' 20.00"]  
Distance: 30.0000'  
Easting: 2609822.6907'  
Northing: 7022869.8886'



# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

---

**TO:** Mayor and City Council  
**DATE:** May 6, 2024  
**APPLICANT:** Kyle Harris; *Westwood Professional Services*  
**CASE NUMBER:** P2024-017; *Replat for Lot 5, Block A, Channell Subdivision*

---

### SUMMARY

Consider a request by Kyle Harris of Westwood Professional Services on behalf of Edward Burke of Channell, Inc. for the approval of a Replat for Lot 5, Block A, Channell Subdivision being a 18.762-acre parcel of land identified as Lot 4, Block A, Channell Subdivision, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 89 (PD-89) for Light Industrial (LI) District land uses, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, addressed as 1700 Justin Road, and take any action necessary.

### PLAT INFORMATION

- Purpose. The applicant is requesting approval of a Replat for an 18.762-acre parcel of land (*i.e. Lot 4, Block A, Channell Subdivision*) for the purpose of reestablishing one (1) non-residential lot (*i.e. Lot 5, Block A, Channell Subdivision*) to modify fire lane and drainage easements on the subject property.
- Background. The subject property was annexed by the City Council on September 16, 1974 by *Ordinance No. 74-25 [i.e. Case No. A1974-005]*. Based on the May 7, 1993 historic zoning maps, between the time of annexation and May 7, 1993 the subject property was rezoned from an Agricultural (AG) District to a Light Industrial (LI) District. On March 17, 2014 the City Council approved a final plat [*i.e. Case No. P2014-008*] establishing Lot 1, Block A and Lot 1, Block B, Channell Subdivision. On July 8, 2014, the Planning and Zoning Commission approved a site plan [*i.e. Case No. SP2014-011*] for a 225,910 SF manufacturing and office building on the 18.762-acre subject property. As a part of the aforementioned site plan request, and on July 21, 2014, the City Council approved variances to the parking, building materials, light pole height requirements, and a special exception to allow tilt wall construction. On September 17, 2014, the City Council approved a replat [*i.e. Case No. P2014-038*] for the subject property. An amendment to the approved site plan [*i.e. Case No. SP2014-011*] was approved by the City Council on May 16, 2016. A subsequent site plan [*i.e. Case No.'s SP2019-021 [withdrawn] and SP2019-045*] -- which was approved on December 10, 2019 -- established screening for the outside storage areas on the north side of the existing building, realigned the western drive aisle, and laid out additional parking areas. An amended site plan [*i.e. Case No. SP2020-011*] was submitted and approved by the Planning and Zoning Commission on July 14, 2020. On January 4, 2021, the City Council approved a zoning change from a Light Industrial (LI) District to Planned Development District 89 (PD-89) [*i.e. Case No. Z2020-053*] for Light Industrial (LI) District land uses for the purpose of establishing a corporate campus. A final amended site plan [*i.e. Case No. SP2021-011*] was approved administratively by staff for the purpose of constructing a ~55,760 SF office/warehouse facility. On July 6, 2021, City Council approved a replat [*i.e. Case No. P2021-030*] on the subject property to establish the subject property as Lot 4, Block A, Channell Subdivision.
- Conformance to the Subdivision Ordinance. The surveyor has completed the majority of the technical revisions requested by staff, and this Replat -- conforming to the requirements for plats as stipulated by the *Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional Approval. Conditional approval of this Replat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.

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

**CONDITIONS OF APPROVAL**

If City Council chooses to approve of a Replat for Lot 5, Block A, Channell Subdivision, staff would propose the following conditions of approval:

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

**PLANNING AND ZONING COMMISSION**

On April 30, 2024, the Planning and Zoning Commission approved a motion to recommend approval of the Replat by a vote of 5-0, with Commissioners Llewellyn and Conway absent.





# DEVELOPMENT APPLICATION

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

**STAFF USE ONLY**

PLANNING & ZONING CASE NO. \_\_\_\_\_

**NOTE:** THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

<p><b>PLATTING APPLICATION FEES:</b></p> <p><input type="checkbox"/> MASTER PLAT (\$100.00 + \$15.00 ACRE) <sup>1</sup></p> <p><input type="checkbox"/> PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) <sup>1</sup></p> <p><input type="checkbox"/> FINAL PLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup></p> <p><input checked="" type="checkbox"/> REPLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup></p> <p><input type="checkbox"/> AMENDING OR MINOR PLAT (\$150.00)</p> <p><input type="checkbox"/> PLAT REINSTATEMENT REQUEST (\$100.00)</p> <p><b>SITE PLAN APPLICATION FEES:</b></p> <p><input type="checkbox"/> SITE PLAN (\$250.00 + \$20.00 ACRE) <sup>1</sup></p> <p><input type="checkbox"/> AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)</p>	<p><b>ZONING APPLICATION FEES:</b></p> <p><input type="checkbox"/> ZONING CHANGE (\$200.00 + \$15.00 ACRE) <sup>1</sup></p> <p><input type="checkbox"/> SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) <sup>1 2</sup></p> <p><input type="checkbox"/> PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) <sup>1</sup></p> <p><b>OTHER APPLICATION FEES:</b></p> <p><input type="checkbox"/> TREE REMOVAL (\$75.00)</p> <p><input type="checkbox"/> VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) <sup>2</sup></p> <p><b>NOTES:</b></p> <p><sup>1</sup> IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.</p> <p><sup>2</sup> A \$1,000.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.</p>
--	--

## PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS **1700 Justin Road, Rockwall, Texas**

SUBDIVISION **Channell Subdivision** LOT **4** BLOCK **A**

GENERAL LOCATION **Northwest Corner of Justin Road and John King Boulevard**

## ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING **PD-89** CURRENT USE **Office & Factory**

PROPOSED ZONING **PD-89** PROPOSED USE **Office & Factory**

ACREAGE **18.762** LOTS [CURRENT] **1** LOTS [PROPOSED] **1**

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB316Z THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

## OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

<input type="checkbox"/> OWNER	<b>Channell, Inc</b>	<input checked="" type="checkbox"/> APPLICANT	<b>Westwood Professional Services</b>
CONTACT PERSON	<b>Edward Burke</b>	CONTACT PERSON	<b>Kyle Harris</b>
ADDRESS	<b>1700 Justin Road</b>	ADDRESS	<b>7557 Rambler Road Suite 1400</b>
CITY, STATE & ZIP	<b>Rockwall, Texas 75087</b>	CITY, STATE & ZIP	<b>Dallas, Texas, 75231</b>
PHONE	<b>951-719-2600</b>	PHONE	<b>(972)235-3031</b>
E-MAIL	<b>eburke@channell.com</b>	E-MAIL	<b>kyle.harris@westwoodps.com</b>

## NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Edward Burke [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING: *REP*

I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION. ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT. AND THE APPLICATION FEE OF \$ 675.24 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION. IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

OWNER'S SIGNATURE *Edward Burke*

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA



MY COMMISSION EXPIRES

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

On April 19, 2024 before me, Pamela L. Bishop, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Edward James Burke
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela L. Bishop
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other:

Signer is Representing:

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

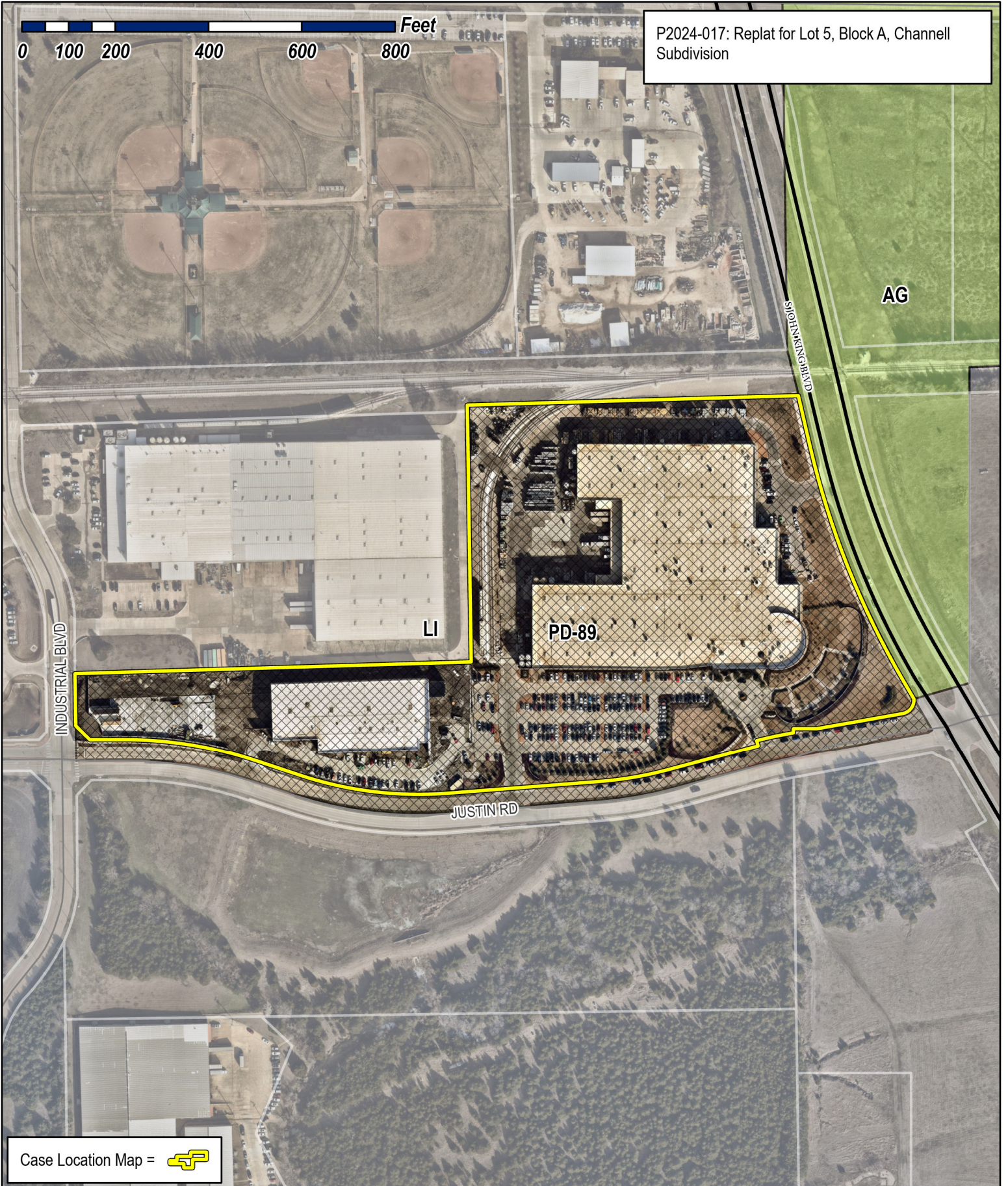
Other:

Signer is Representing:



0 100 200 400 600 800 Feet

P2024-017: Replat for Lot 5, Block A, Channell Subdivision



Case Location Map = 



# City of Rockwall

Planning & Zoning Department  
 385 S. Goliad Street  
 Rockwall, Texas 75087  
 (P): (972) 771-7745  
 (W): [www.rockwall.com](http://www.rockwall.com)

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





65' R.O.W.  
**POINT OF BEGINNING**

SEE DETAIL ②

SEE DETAIL ①

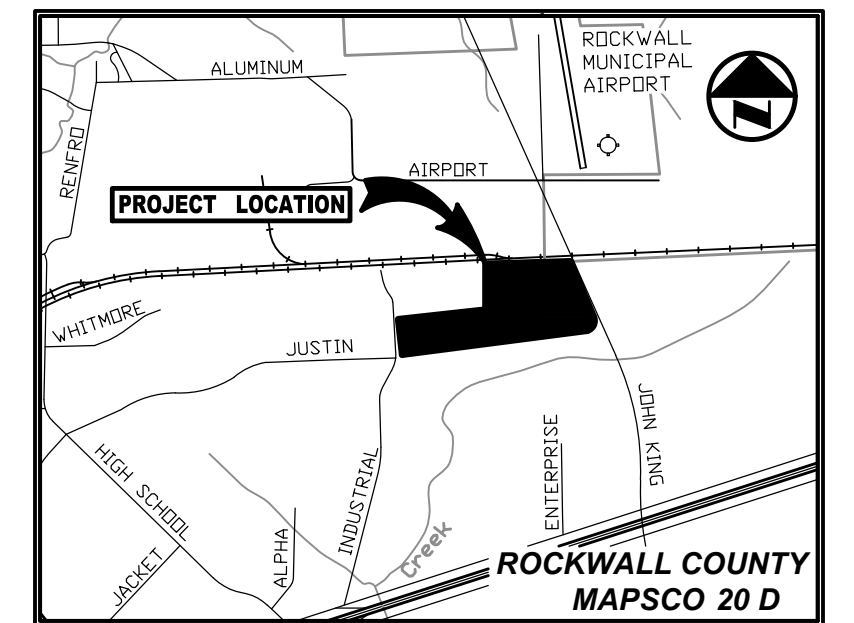
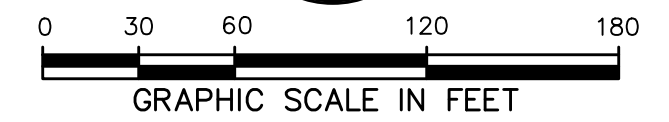
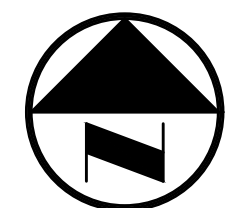
ROCKWALL INDUSTRIAL EAST  
(CAB. C, SLIDE 72)

CONTINENTAL PET TECHNOLOGIES  
(VOL. 552, PG. 127)

N 88°07'13" E 850.17'

ONCOR ELECTRIC DELIVERY COMPANY, LLC EASEMENT  
(INST. NO. 2023000006336)  
(ABANDONED B.T.P.)

ONCOR ELECTRIC DELIVERY COMPANY, LLC EASEMENT  
(INST. NO. 2023000006336)



**VICINITY MAP**  
(NOT TO SCALE)

**LEGEND**

- IRF 1/2-INCH IRON ROD W/"R.S.C.I. RPLS 5034" CAP FOUND (C.M.)
- CSC 1/2-INCH IRON ROD W/"CSC 4252" CAP FOUND (C.M.)
- (C.M.) CONTROLLING MONUMENT
- IRF (B.T.P.) BY THIS PLAT
- CSC (B.T.P.) BY THIS PLAT
- (C.M.) CONTROLLING MONUMENT
- EASEMENT ABANDONED BY THIS PLAT
- EASEMENT BY THIS PLAT
- PROPERTY LINE
- EASEMENT LINE
- PROPOSED EASEMENT LINE
- SETBACK LINE
- ABSTRACT LINE
- CENTERLINE

N 01°03'48" W 111.88'  
LOT 2, BLOCK A  
SPR PACKAGING ADDITION  
(CAB. H, SLIDE 155)  
ALVAPLAST US DEVELOPMENT, LLC  
(VOL. 2018, PG. 11676)

N: 7,024,472.23  
E: 2,600,192.82

**JUSTIN ROAD**  
(VARIABLE WIDTH RIGHT-OF-WAY)

N 45°43'30" W 42.68'

S 89°36'48" W 70.14'

Δ=18°36'18"  
R=892.50'  
L=289.81'  
T=146.19'

CB=N 81°05'03" W  
CD=288.54'

N 71°46'54" W 100.00'

**JUSTIN ROAD**  
(VARIABLE WIDTH RIGHT-OF-WAY)

Δ=22°51'11"  
R=807.50'  
L=322.08'  
T=163.21'

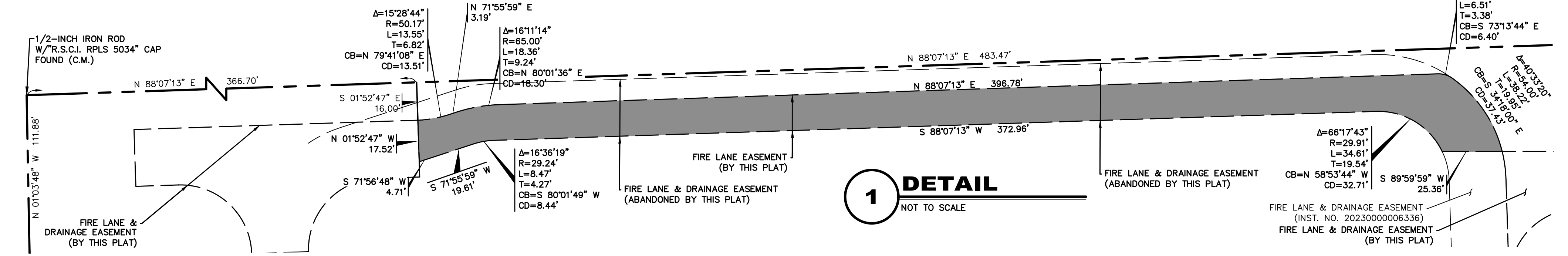
CB=N 83°12'29" W  
CD=319.95'

LOT 1, BLOCK B  
CHANNELL SUBDIVISION  
(CAB. I, SLIDE 337)  
ROCKWALL ECONOMIC DEVELOPMENT CORPORATION  
(VOL. 4168, PG. 317)

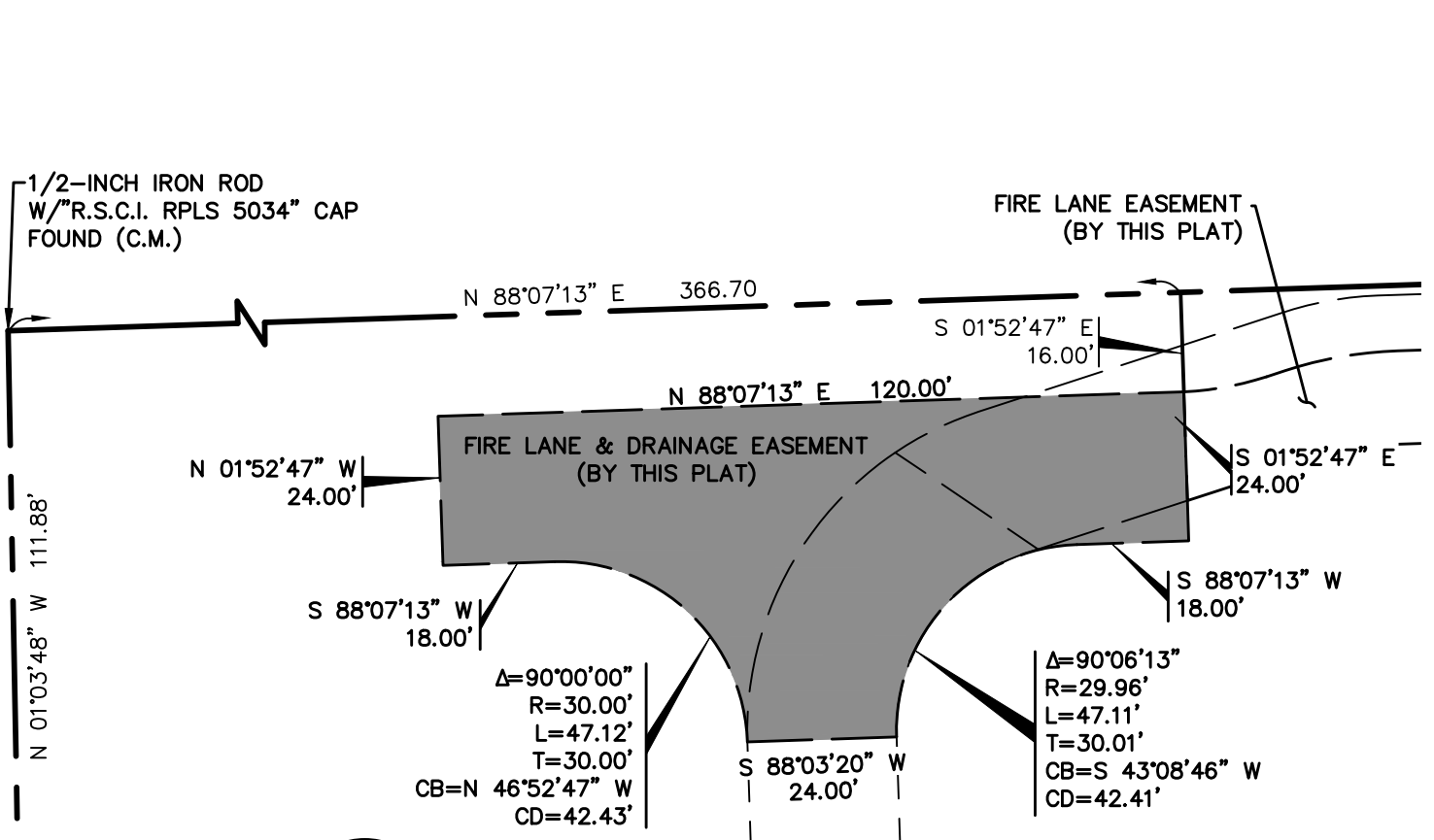
AMAZON.COM SERVICES LLC  
(INST. NO. 20210000025041)

**INDUSTRIAL BOULEVARD**  
(65-FOOT WIDE RIGHT-OF-WAY)

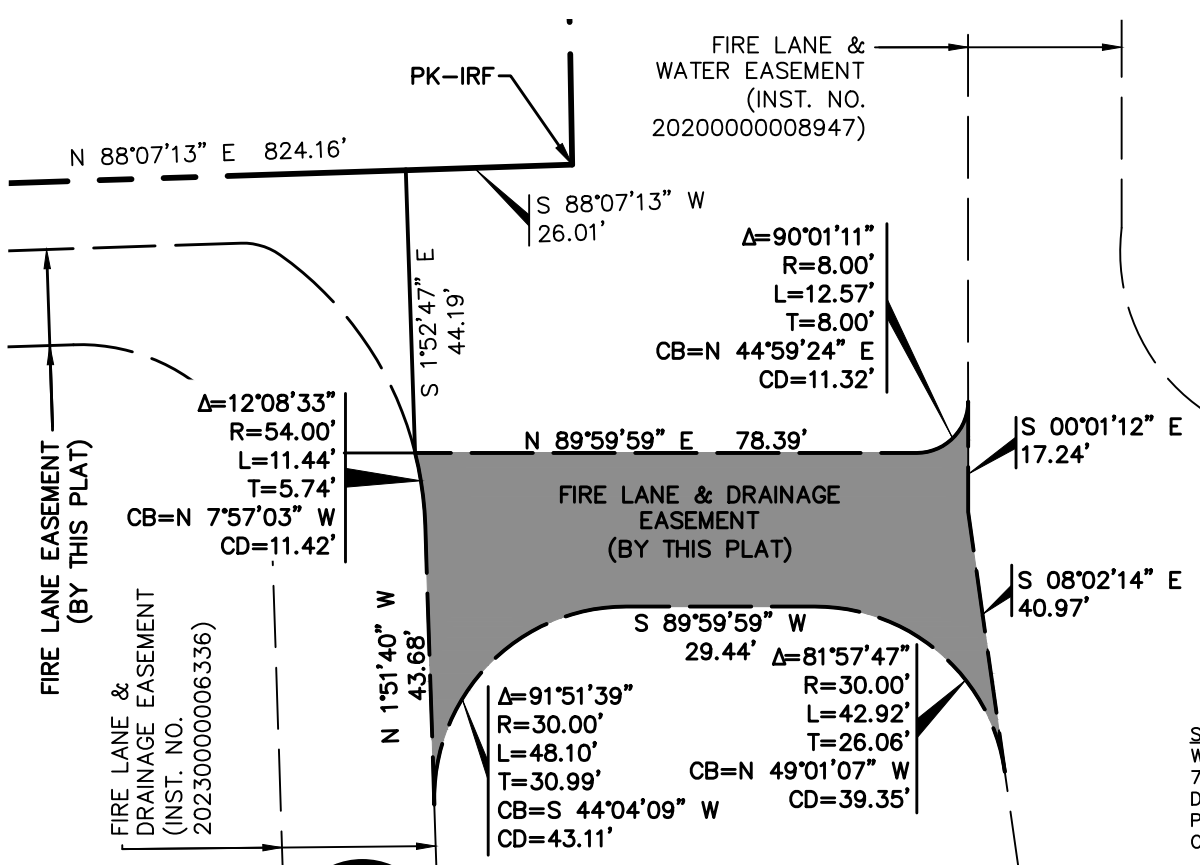
**1 DETAIL**  
NOT TO SCALE



**2 DETAIL**  
NOT TO SCALE



**3 DETAIL**  
NOT TO SCALE



SHEET 1 OF 3  
REPLAT  
**LOT 5, BLOCK A,  
CHANNELL SUBDIVISION**  
BEING A REPLAT OF LOT 4, BLOCK A,  
CHANNELL SUBDIVISION  
1 LOT, BEING 18.762 ACRES AND BEING OUT OF  
THE NATHAN BUTLER SURVEY, ABSTRACT NO. 20,  
THE ARCHIBALD HANNA SURVEY, ABSTRACT NO. 99  
AND THE DAVID HARR SURVEY, ABSTRACT NO. 102  
AN ADDITION TO THE CITY OF ROCKWALL,  
ROCKWALL COUNTY, TEXAS  
CASE NO. \_\_\_\_\_

SURVEYOR/ENGINEER:  
WESTWOOD PROFESSIONAL SERVICES  
7557 RAMBLER ROAD, SUITE 1400  
DALLAS, TEXAS 75231  
PH: 972-235-3031  
CONTACT: KYLE C. HARRIS

OWNER:  
WILLCAR HOLDINGS LLC  
26040 YNEZ ROAD  
TEMECULA, CALIFORNIA 92592  
PH: 909-240-3460  
CONTACT: ALTON FRAZIER

**Westwood**  
Westwood Professional Services, Inc. westwoodps.com

7557 RAMBLER ROAD, SUITE 1400  
DALLAS, TX 75231 T: 972.235.3031  
TBPELS ENGINEERING FIRM NO. 11756  
TBPELS SURVEYING FIRM NO. 10074301

<b>DRAWN BY</b> LAH	<b>CHECKED BY</b> KCH	<b>SCALE</b> 1"=60'	<b>DATE</b> APRIL 2024	<b>JOB NUMBER</b> 3273-20.063
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LAHERMANDEZ1 04/17/2024 - 9:22AM  
C:\TEMP\AC\PUBLISH\_8068\3273-20.063RP.DWG

REPLAT-LOT 5, BLOCK A, CHANNELL SUBDIVISION

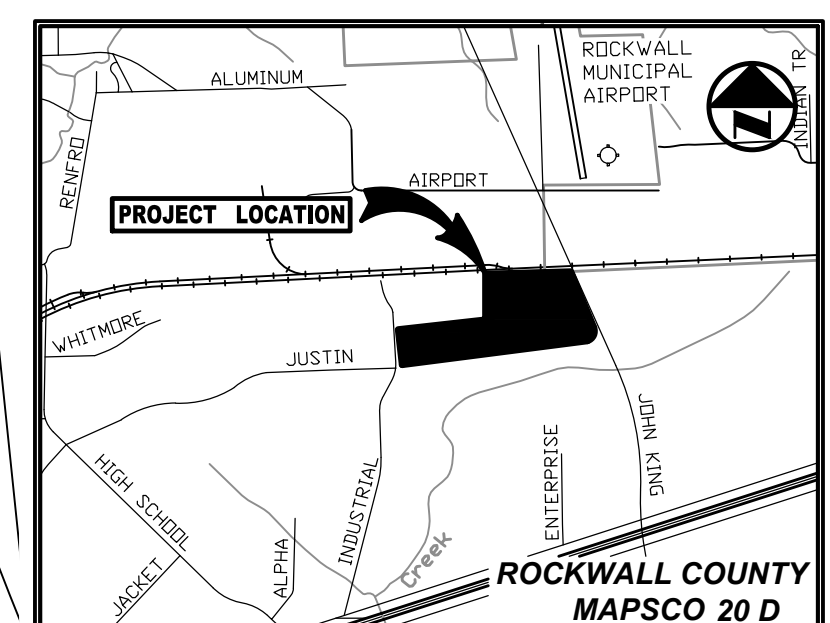
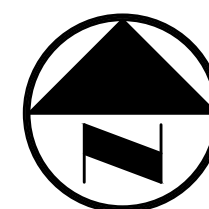


**U.P./DALLAS GARLAND N.E. RAILROAD**

(A 100-FOOT RIGHT-OF-WAY)

N 88°10'00" E 693.99'

N 88°16'13" E 116.20'



**VICINITY MAP**  
(NOT TO SCALE)

**LEGEND**

- IRF 1/2-INCH IRON ROD W/"WIER ASSOC INC" CAP FOUND
- CSC 1/2-INCH IRON ROD W/"CSC 4252" CAP FOUND
- (C.M.) CONTROLLING MONUMENT
- (B.T.P.) BY THIS PLAT
- PROPERTY LINE
- EASEMENT LINE
- PROPOSED EASEMENT LINE
- SETBACK LINE
- ABSTRACT LINE
- CENTERLINE
- EASEMENT ABANDONED BY THIS PLAT
- EASEMENT BY THIS PLAT

ROCKWALL INDUSTRIAL EAST  
(CAB. C, SLIDE 72)  
CONTINENTAL PET TECHNOLOGIES  
(VOL. 552, PG. 127)

N 01°03'38" W 550.29'

**LOT 5, BLOCK A**  
**18.762 ACRES**  
**(817,294 SF)**

**LOT 4, BLOCK A**  
**CHANNELL SUBDIVISION**  
(INST. NO. 20230000006336)

**WILLCAR HOLDINGS LLC**  
(INST. NO. 20170000002016)

**JOHN KING BOULEVARD**  
(A 120-FOOT WIDE RIGHT-OF-WAY)

$\Delta=17^{\circ}06'33''$   
 $R=1,810.00'$   
 $L=540.49'$   
 $T=272.27'$   
 $CB=S 21^{\circ}54'26'' E$   
 $CD=538.48'$

$\Delta=84^{\circ}24'20''$   
 $R=29.50'$   
 $L=43.46'$   
 $T=26.75'$   
 $CB=S 37^{\circ}35'03'' W$   
 $CD=39.63'$

$S 30^{\circ}27'42'' E$   
46.15'  
N: 7,024,535.78  
E: 2,601,989.93

SHEET 2 OF 3

**REPLAT**  
**LOT 5, BLOCK A,**  
**CHANNELL SUBDIVISION**

BEING A REPLAT OF LOT 4, BLOCK A,  
CHANNELL SUBDIVISION  
1 LOT, BEING 18.762 ACRES AND BEING OUT OF  
THE NATHAN BUTLER SURVEY, ABSTRACT NO. 20,  
THE ARCHIBALD HANNA SURVEY, ABSTRACT NO. 99  
AND THE DAVID HARR SURVEY, ABSTRACT NO. 102  
AN ADDITION TO THE CITY OF ROCKWALL,  
ROCKWALL COUNTY, TEXAS  
CASE NO. \_\_\_\_\_

**Westwood**  
7557 RAMBLER ROAD, SUITE 1400  
DALLAS, TX 75231 T: 972.235.3031  
TBPELS ENGINEERING FIRM NO. 11756  
TBPELS SURVEYING FIRM NO. 10074301

<b>DRAWN BY</b> LAH	<b>CHECKED BY</b> KCH	<b>SCALE</b> 1"=60'	<b>DATE</b> APRIL 2024	<b>JOB NUMBER</b> 3273-20.063
------------------------	--------------------------	------------------------	---------------------------	----------------------------------

**SURVEYOR/ENGINEER:**  
WESTWOOD PROFESSIONAL SERVICES  
7557 RAMBLER ROAD, SUITE 1400  
DALLAS, TEXAS 75231  
PH: 972-235-3031  
CONTACT: KYLE C. HARRIS

**OWNER:**  
WILLCAR HOLDINGS LLC  
26040 YNEZ ROAD  
TEMECULA, CALIFORNIA 92592  
PH: 909-240-3460  
CONTACT: ALTON FRAZIER

**LOT 1, BLOCK B**  
**CHANNELL SUBDIVISION**  
(CAB. I, SLIDE 337)  
ROCKWALL ECONOMIC  
DEVELOPMENT CORPORATION  
(VOL. 4168, PG. 317)

$\Delta=10^{\circ}34'42''$   
 $R=807.50'$   
 $L=149.09'$   
 $T=74.76'$   
 $CB=S 80^{\circ}04'34'' W$   
 $CD=148.87'$

$S 14^{\circ}39'43'' E$   
12.00'  
 $S 74^{\circ}47'13'' W$   
191.98'

$\Delta=04^{\circ}26'56''$   
 $R=904.50'$   
 $L=70.23'$   
 $T=35.13'$   
 $CB=S 77^{\circ}33'45'' W$   
 $CD=70.22'$

$\Delta=00^{\circ}33'04''$   
 $R=892.50'$   
 $L=8.58'$   
 $T=4.29'$   
 $CB=S 75^{\circ}03'45'' W$   
 $CD=8.58'$

$\Delta=22^{\circ}51'11''$   
 $R=807.50'$   
 $L=322.08'$   
 $T=163.21'$   
 $CB=N 83^{\circ}12'29'' W$   
 $CD=319.95'$

**JUSTIN ROAD**  
(VARIABLE WIDTH RIGHT-OF-WAY)

LAHERMANDEZ1 04/17/2024 - 9:22AM  
C:\TEMP\AC\PUBLISH\_8068\3273-20.063RPR.DWG

REPLAT-LOT 5, BLOCK A, CHANNELL SUBDIVISION

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS, Willcar Holdings LLC, is the owner of an 18.762 acre tract of land in the City of Rockwall, Rockwall County, Texas; said tract of land being described as follows:

LEGAL DESCRIPTION

DESCRIPTION, of an 18.762 acre tract of land situated in the Nathan Butler Survey, Abstract No. 20, the Archibald Hanna Survey, Abstract No. 99, and the David Harr Survey, Abstract No. 102, City of Rockwall, Rockwall County, Texas; said tract being all of Lot 4, Block A, Channell Subdivision, an addition to the City of Rockwall, Texas according to the plat recorded in Instrument No. 20230000006336 of the Official Public Records of Rockwall County, Texas; said tract also being all of that certain tract of land described in Special Warranty Deed to Willcar Holdings LLC recorded in Instrument No. 20170000002016 of the said Official Public Records; said 18.762 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "R.S.C.I. RPLS 5034" cap found for corner in the east right-of-way line of Industrial Boulevard (a 65-foot wide right-of-way); said point being the westernmost northwest corner of said Lot 3 and the southwest corner of Rockwall Industrial East, an addition to the City of Rockwall, Texas according to the plat recorded in Cabinet C, Slide 72 of said Plat Records;

THENCE, North 88 degrees, 07 minutes, 13 seconds East, departing the said east line of Industrial Boulevard and along the south line of said Rockwall Industrial East, a distance of 850.17 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner; said point being the southeast corner of said Rockwall Industrial East;

THENCE, North 01 degrees, 03 minutes, 38 seconds West, along the east line of said Rockwall Industrial East, a distance of 550.29 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner in the south right-of-way line of the UP/DALLAS GARLAND N.E. RAILROAD (a 100-foot wide right-of-way); said point being the northeast corner of said Rockwall Industrial East;

THENCE, along the said south line of the UP/DALLAS GARLAND N.E. RAILROAD, the following two (2) calls:

North 88 degrees, 10 minutes, 00 seconds East, a distance of 693.99 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found at an angle point;

North 88 degrees, 16 minutes, 13 seconds East, a distance of 16.20 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found for corner in the west right-of-way line of John King Boulevard (a 120-foot wide right-of-way);

THENCE, departing the said south line of the UP/DALLAS GARLAND N.E. RAILROAD and along the said west line of John King Boulevard, the following three (3) calls:

South 13 degrees, 13 minutes, 35 seconds East, a distance of 112.68 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found at the beginning of a non-tangent curve to the left;

In a southeasterly direction, along said curve to the left, having a central angle of 17 degrees, 06 minutes, 33 seconds, a radius of 1,810.00 feet, a chord bearing and distance of South 21 degrees, 54 minutes, 26 seconds East, 538.48 feet, an arc distance of 540.49 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found at the end of said curve;

South 30 degrees, 27 minutes, 42 seconds East, a distance of 46.15 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found for corner; said point being at the northeast end of a circular right-of-way corner clip at the intersection of the said west line of John King Boulevard and the north right-of-way line of Justin Road (a variable width right-of-way) and the beginning of a non-tangent curve to the right;

THENCE, in a southwesterly direction, departing the said west line of John King Boulevard and along said corner clip and said curve to the right, having a central angle of 84 degrees, 24 minutes, 20 seconds, a radius of 29.50 feet, a chord bearing and distance of South 37 degrees, 35 minutes, 03 seconds West, 39.63 feet, an arc distance of 43.46 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found for corner in the said north line of Justin Road; said point being at the southwest end of said corner clip;

THENCE, departing the said corner clip and along the said north line of Justin Road, the following fourteen (14) calls:

South 79 degrees, 47 minutes, 13 seconds West, a distance of 186.63 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found at an angle point;

South 89 degrees, 47 minutes, 13 seconds West, a distance of 50.50 feet to a 1/2-inch iron rod with "CSC 4252" cap found for corner;

South 00 degrees, 38 minutes, 16 seconds East, a distance of 8.89 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner;

South 79 degrees, 47 minutes, 13 seconds West, a distance of 10.22 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner at the beginning of a tangent curve to the left;

In a southwesterly direction, along said curve to the left, having a central angle of 04 degrees, 26 minutes, 56 seconds, a radius of 904.50 feet, a chord bearing and distance of South 77 degrees, 33 minutes, 45 seconds West, 70.22 feet, an arc distance of 70.23 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found for corner;

South 14 degrees, 39 minutes, 43 seconds East, a distance of 12.00 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found for corner; said point being the beginning of a non-tangent curve to the left;

In a southwesterly direction, along said curve to the left, having a central angle of 00 degrees, 33 minutes, 04 seconds, a radius of 892.50 feet, a chord bearing and distance of South 75 degrees, 03 minutes, 45 seconds West, 8.58 feet, an arc distance of 8.58 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found at the end of said curve;

South 74 degrees, 47 minutes, 13 seconds West, a distance of 191.98 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found at the beginning of a tangent curve to the right;

In a westerly direction, along said curve to the right, having a central angle of 10 degrees, 34 minutes, 42 seconds, a radius of 807.50 feet, a chord bearing and distance of South 80 degrees, 04 minutes, 34 seconds West, 148.87 feet, an arc distance of 149.09 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found at the end of said curve;

South 85 degrees, 21 minutes, 55 seconds West, a distance of 325.98 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found at the beginning of a tangent curve to the right;

In a westerly direction, along said curve to the right, having a central angle of 22 degrees, 51 minutes, 11 seconds, a radius of 807.50 feet, a chord bearing and distance of North 83 degrees, 12 minutes, 29 seconds West, 319.95 feet, an arc distance of 322.08 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found at the end of said curve;

North 71 degrees, 46 minutes, 54 seconds West, a distance of 100.00 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found at the beginning of a tangent curve to the left;

In a westerly direction, along said curve to the left, having a central angle of 18 degrees, 36 minutes, 18 seconds, a radius of 892.50 feet, a chord bearing and distance of North 81 degrees, 05 minutes, 03 seconds West, 288.54 feet, an arc distance of 289.81 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found at the end of said curve;

(LEGAL DESCRIPTION CONTINUED)

South 89 degrees, 36 minutes, 48 seconds West, a distance of 70.14 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found for corner; said point being at the southeast end of a right-of-way corner clip at the intersection of said north line of Justin Road with the said east line of Industrial Boulevard;

THENCE, North 45 degrees, 43 minutes, 30 seconds West, departing the said north line of Justin Road and along the said corner clip, a distance of 42.68 feet to a 1/2-inch iron rod with "WIER & ASSOC INC" cap found for corner in the said east line of Industrial Boulevard; said point being at the northwest end of said corner clip;

THENCE, North 01 degrees, 03 minutes, 48 seconds West, departing the said corner clip and along the said east line of Industrial Boulevard, a distance of 111.88 feet to the POINT OF BEGINNING;

CONTAINING, 817,294 square feet or 18.762 acres of land, more or less.

SURVEYOR'S CERTIFICATE

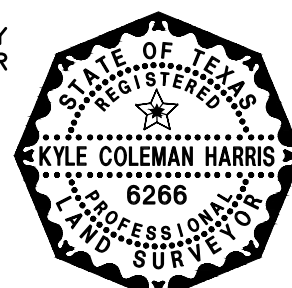
NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. RELEASED 4/17/24.

Kyle C. Harris Date
Registered Professional Land Surveyor
No. 6266
kyle.harris@westwoodps.com



Planning and Zoning Commission

Date

APPROVED

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the \_\_\_\_ day of \_\_\_\_\_, 2024.

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

WITNESS OUR HANDS, this \_\_\_\_ day of \_\_\_\_\_, 2024.

Mayor, City of Rockwall

City Secretary

City Engineer

GENERAL NOTES

- 1. It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.
2. Bearing system for this survey is based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (2011) and correlated to the City of Rockwall Monument R016. The coordinates shown hereon are State Plane (Grid) Coordinates, no scale and no projection.
3. The property owner shall be responsible for maintenance, repair, and replacement of all drainage and detention easements.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

I, the undersigned owner of the land shown on this plat, and designated herein as the LOT 5, BLOCK A, CHANNELL SUBDIVISION to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in the LOT 5, BLOCK A, CHANNELL SUBDIVISION have been notified and signed this plat.

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

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

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

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

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

William H. Channell, President

STATE OF TEXAS
COUNTY OF ROCKWALL

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

Given upon my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public in and for the State of Texas

My Commission Expires:

SHEET 3 OF 3

REPLAT
LOT 5, BLOCK A,
CHANNELL SUBDIVISION

BEING A REPLAT OF LOT 4, BLOCK A, CHANNELL SUBDIVISION
1 LOT, BEING 18.762 ACRES AND BEING OUT OF THE NATHAN BUTLER SURVEY, ABSTRACT NO. 20, THE ARCHIBALD HANNA SURVEY, ABSTRACT NO. 99 AND THE DAVID HARR SURVEY, ABSTRACT NO. 102 AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS
CASE NO. \_\_\_\_\_

Westwood

7557 RAMBLER ROAD, SUITE 1400
DALLAS, TX 75231 T: 972.235.3031
TBPELS ENGINEERING FIRM NO. 11756
TBPELS SURVEYING FIRM NO. 10074301

Table with 5 columns: DRAWN BY (LAH), CHECKED BY (KCH), SCALE (NONE), DATE (APRIL 2024), JOB NUMBER (3273-20.063)

SURVEYOR/ENGINEER:
WESTWOOD PROFESSIONAL SERVICES
7557 RAMBLER ROAD, SUITE 1400
DALLAS, TEXAS 75231
PH: 972-235-3031
CONTACT: KYLE C. HARRIS

OWNER:
WILLCAR HOLDINGS LLC
26040 YNEZ ROAD
TEMECULA, CALIFORNIA 92592
PH: 909-240-3460
CONTACT: ALTON FRAZIER



City of Rockwall

## MEMORANDUM

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**TO: Mayor and City Council Members**  
**FROM: Misty Farris, Purchasing Agent**  
**DATE: May 6, 2024**  
**SUBJECT: Manhole Rehabilitation Project Contract**

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Approved in the Water Sewer Fund, Wastewater operating budget is \$175,000 to rehab approximately 32 manholes. Project involves cleaning, remove debris, remove existing lining (coating) and concrete, prepare all surfaces and recoat the manholes. Sealed competitive bids were solicited for this project. Bids received from Magnum Manhole \$162,264, and Ace Pipe \$599,836. Apparent low bidder is Magnum Manhole.

Staff would like to move forward with this project by rehabbing all 32 manholes.

Consider awarding a bid to Magnum Manhole and authorizing the City Manager to execute associated contract(s) in an amount not to exceed \$162,264 for the rehabilitation of 32 manholes within the city - to be funded by the Wastewater Operating Budget - and take any action necessary.

**ATTACHMENTS:**

1. Manhole Rehab 2024 memo



City of Rockwall  
*The New Horizon*

## MEMORANDUM

**To:** Mary Smith, City Manager  
**From:** Misty Farris, Purchasing Agent  
**Date:** May 6, 2024  
**Subject:** Manhole Rehabilitation Project

---

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Staff would like to move forward with this project by rehabbing all 32 manholes.

Consider awarding a bid to Magnum Manhole and authorizing the City Manager to execute associated contract(s) in an amount not to exceed \$162,264 for the rehabilitation of 32 manholes within the city - to be funded by the Wastewater Operating Budget - and take any action necessary.





## CITY OF ROCKWALL, TEXAS MEMORANDUM

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**TO:** Honorable Mayor and City Council

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

**FROM:** Travis E. Sales, Director of Parks and Recreation

**DATE:** May 6, 2024

**SUBJECT:** Texas Parks and Wildlife 2023 Boating Access Grant

---

The Rockwall Parks and Recreation Department has been working with MHS Planning and TP&W to apply for a \$1,250,000.00 boating access grant to expand the 66 Boat Ramp parking lot for improved access to the lake and to eliminate the many parking issues the site currently has.

This grant provides 75% of the funding by TP&W and the 25% of the funding by the City of Rockwall. The City of Rockwall would commit to providing \$312,500.00 (25%) of the \$1,250,000.00 (grant amount). This grant has been approved for the planning portion of the grant.

TP&W Grant breakdown:

Planning Grant \$250,000.00 (\$187,500.00 TP&W and \$62,500.00 City of Rockwall) (Approved)

Construction up to \$1,000,000.00 (75% TP&W and 25% City of Rockwall) (TBD)

MHS Planning:

Planning Design and Construction Administration \$222,750.00

MHS Planning was the Construction Administrator for Phase I and II grants at the 66 Boat ramp in previous years.

Staff asks City Council to consider authorizing the City Manager to execute this Planning Grant agreement with TP&W and the Planning, Design and Construction Administration Agreement with MHS Planning in the amount of \$222,750.00 for the planning grant with TP&W.



# TEXAS PARKS AND WILDLIFE

## Recreation Grant Agreement Federal Sub-Award

TPWD P.O. Number: CA-0006253

Project Number: FD-TX-F-24006

Sponsor Name: City of Rockwall

Project Name: Highway 66 Boat Ramp Parking Expansion

Federal Award Identification Number (FAIN): F24AF00861

Sponsor Unique Entity Identifier: YK1MGN1G4K81

Catalogue of Federal Domestic Assistance Number (CFDA): 15.605

Agreement Term / Period of Performance: 04/01/2024 - 06/30/2027

Federal Share: \$187,500.00

Sponsor Share: \$62,500.00

Total Project Cost: \$250,000.00

### **SECTION 1 - PROJECT DESCRIPTION AND LOCATION**

***This subaward agreement (Grant Agreement) is entered into by the Texas Parks and Wildlife Department (Department), and the City of Rockwall (Sponsor). This sub-award is funded through 15.605 Sport Fish Restoration, Subaccount 9521 Freshwater issued to the Department on 03/25/2024***

The scope of this Grant Agreement includes:

The grant is approved for planning activities only to renovate a parking lot, provide picnic tables for the boaters using the boat ramp, and construct a trail to connect the parking lot to the boat ramp at Hwy 66 Boat Ramp at Lake Ray Hubbard, Rockwall, Texas.

Once the planning grant is closed out, Sponsor can submit an application for construction. Construction grants will be approved under the guidelines at the time of application and will be contingent upon availability of funding.

Once construction is complete and the project is open, the public will have complete access to all available facilities, 24-hours a day, 7 days a week, 365 days annually subject to the reasonable use limitations listed below.

In addition, upon completion of all grant phases, the following will apply:

The Sponsor will obtain and submit, from a licensed and/or certified architect or engineer, the useful life of all capital improvements acquired and completed under this Grant Agreement prior to close out .

Property developed with program assistance shall be operated and maintained as follows:

- A. The property shall be maintained so as to appear attractive and inviting to the public.
- B. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.
- C. Properties shall be kept reasonably safe for public use.
- D. Buildings, roads, ramps, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.

Non-Discrimination – Property developed with program assistance shall be open to entry and use by all persons regardless of age, race, color, sex, national origin, or handicap who are otherwise eligible.

Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited.

Reasonable Use Limitations – Participants may impose reasonable limits on the type and extent of use of the areas and facilities acquired or developed with program assistance when such a limitation is necessary for public safety, maintenance, or preservation. Thus, limitations may be imposed on the number of persons using an area or facility.

The Federal regulations titled 50 CFR 80 Pittman-Robertson Wildlife Restoration and Dingell-Johnson Sport Fish Restoration Acts are incorporated by reference into this Agreement (full text can be found at <https://www.ecfr.gov/current/title-50/chapter-I/subchapter-F/part-80>)

Proprietary Interest – By accepting Federal funds, the Sponsor acknowledges that that the Federal Government has a legally prescribed interest in the capital improvement throughout its useful life. Should the Sponsor destroy or alter the use of the capital improvement during its useful life, it must reimburse the Department in proportion to the cost of the project minus depreciation according to depreciation requirements at 2 CFR 200.436.

Subject to 2 Code of Federal Regulations 200.315, at closing of the Planning Grant, Sponsor shall be the sole owner of the deliverables. Sponsor reserves the discretion to use the deliverables for the purpose of finally designing and constructing a boating access facility whether it proceeds to enter into a construction grant agreement with the Department.

This sub-award is not for research and development.

**SECTION 2 - SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT**

N/A

**SECTION 3 - PRE-AWARD INCURRENCE OF COSTS**

N/A

**SECTION 4 - APPROVED INDIRECT COST RATE**

N/A

**SECTION 5 - KEY OFFICIALS**

**Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:**

**FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:**

Dana Lagarde  
Director of Recreation Grants  
4200 Smith School Road  
Austin, Texas 78744  
(512)389-8224  
[Dana.Lagarde@tpwd.texas.gov](mailto:Dana.Lagarde@tpwd.texas.gov)

**Grant Manager:**



Julie Dillard  
Recreation Grants Branch  
4200 Smith School Road  
Austin, Texas 78744  
(512) 389-8224  
[julie.dillard@tpwd.texas.gov](mailto:julie.dillard@tpwd.texas.gov)

**Grant Coordinator:**  
Julie Dillard  
Recreation Grants Branch  
4200 Smith School Road  
Austin, Texas 78744  
(512) 389-8224  
[julie.dillard@tpwd.texas.gov](mailto:julie.dillard@tpwd.texas.gov)

**FOR PROJECT SPONSOR:**

**Official Point of Contact**  
Travis Sales  
Director Parks, Recreation and Animal Services  
385 S. Goliad Street  
Rockwall, Texas, 75087  
(972) 771-7761  
[tsales@rockwall.com](mailto:tsales@rockwall.com)

**Project Coordinator**  
Hunter Rush  
Senior Planner  
212 W 9th St  
Tyler, Texas, 75701  
(903) 597-6606  
[hrush@mhsplanning.com](mailto:hrush@mhsplanning.com)

**Fiscal Contact**  
Travis Sales  
Director Parks, Recreation and Animal Services  
385 S. Goliad Street  
Rockwall, Texas, 75087  
(972) 771-7761  
[tsales@rockwall.com](mailto:tsales@rockwall.com)

**SECTION 6 - AWARD AND PAYMENT**

- A. The Department will provide funding to the Sponsor in an amount not to exceed \$187,500.00 for the project described under Project Description and Location above and in accordance with the Department-approved budget summary attached.
- B. The Sponsor shall obtain prior approval from the Department for budget and program revisions, and shall request reimbursement via payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs on form PWD BK P4000-1146.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Sponsor maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Grant Agreement and/or any other financial assistance or procurement documents the Sponsor may have with the Federal government.

- D. Expenses charged against awards under the Grant Agreement, unless approved in Section 3, may not be incurred prior to the beginning of the Grant Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Sponsor shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- F. The Sponsor must meet their cost share commitment over the life of the award, as specified in section 2 of this agreement. Non-federal cost-share is required for costs incurred under this Grant Agreement.

**SECTION 7 - MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of Sponsor.
- B. Additional conditions may be imposed by the Department if it is determined that the Sponsor is non-compliant with the terms and conditions of this agreement.
- C. The Department may suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.
- D. The Sponsor may unilaterally terminate the project prior to the first payment on the project or within 90 days of the TPWD Approval Date, whichever occurs earlier. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by agreement with the Department.
- E. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- F. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State/Federal share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- G. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the Department, or that all funds provided by the Department be returned.
- H. If the Sponsor does not comply with provisions as set forth in the grant agreement and the Recreation Grants Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:
  - 1. The Department may withhold payment to the Sponsor;
  - 2. The Department may withhold action on pending projects proposed by the Sponsor

**SECTION 8 - CLOSEOUT**

Sponsor will follow closeout procedures in the Instructions for Approved Projects Recreation Grant Programs PWD BK P4000-1146.

**SECTION 9 - TERMS OF ACCEPTANCE**

By accepting funds under this grant, the Sponsor agrees to comply with the terms and conditions of this Grant Agreement, and the terms and conditions of all attachments that are applicable to the Sponsor. Sponsor also agrees to comply with assurances and certifications made in its approved grant application submitted via Recreation Grants Online, and applicable federal statutes, regulations and guidelines. Sponsor agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

**Signature Authority**

The person or persons signing this Grant Agreement on behalf of the Sponsor hereby warrant and guarantee that they are duly authorized by the Sponsor to execute this Grant Agreement on behalf of the Sponsor and to validly and legally bind the Sponsor to all the terms of this agreement.

**Entire Agreement; Modifications Must Be in Writing**

This Grant Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

**Venue; Governing Law**

This Grant Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

**SECTION 10 – ATTACHMENTS INCORPORATED BY REFERENCE**

The Federal regulations titled “2 CFR, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>)

The following completed documents are attached to and made part of this Agreement:

- Award Terms and Conditions
- Lobbying (needs signature)
- Texas Assurance for Federal Sub Awards (needs signature)
- Notice of Award (Federal)
- Budget

**SECTION 11 – SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) set forth below.

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

**City of Rockwall**

Signature: Dana Lagarde

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

Date: 04/26/2024

Title: \_\_\_\_\_

SAM Date/Initials: 04/24/2024 / J.D.

Signature: \_\_\_\_\_

Federal Aid Date/Initials: 04/17/2024 / A.R.

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

---

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> <input style="width: 95%; height: 20px;" type="text"/>	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input style="width: 80px;" type="text"/>	* First Name: <input style="width: 200px;" type="text"/>
	Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 350px;" type="text"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 250px;" type="text"/>	
<b>* SIGNATURE:</b> <input style="width: 280px; height: 30px;" type="text"/>	<b>* DATE:</b> <input style="width: 80px;" type="text"/>



Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.





**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  	TITLE  
APPLICANT ORGANIZATION  	DATE SUBMITTED  

SF-424D (Rev. 7-97) Back

**NOTICE OF AWARD**



**AUTHORIZATION (Legislation/Regulations)**

**Dingell-Johnson Sport Fish Restoration Act—Sport Fish Restoration (16 U.S.C. §777 et seq., except §§777e-1 and g-1)**

<b>1. DATE ISSUED</b> MM/DD/YYYY 03/25/2024		<b>1a. SUPERSEDES AWARD NOTICE</b> dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
<b>2. CFDA NO.</b> 15.605 - Sport Fish Restoration			
<b>3. ASSISTANCE TYPE</b> Formula Grant			
<b>4. GRANT NO.</b> F24AF00861-00 Originating MCA #		<b>5. TYPE OF AWARD</b> Other	
<b>4a. FAIN</b> F24AF00861		<b>5a. ACTION TYPE</b> New	
<b>6. PROJECT PERIOD</b> MM/DD/YYYY From 04/01/2024		<b>Through</b> MM/DD/YYYY 06/30/2027	
<b>7. BUDGET PERIOD</b> MM/DD/YYYY From 04/01/2024		<b>Through</b> MM/DD/YYYY 06/30/2027	
<b>8. TITLE OF PROJECT (OR PROGRAM)</b> TX-F-24006 City of Rockwall – Hwy 66 Boat Ramp Improvements			

<b>9a. GRANTEE NAME AND ADDRESS</b>  TEXAS PARKS AND WILDLIFE DEPARTMENT 4200 Smith School Rd Austin, TX, 78744-3218	<b>9b. GRANTEE PROJECT DIRECTOR</b>  Julie Dillard 4200 Smith School Rd Austin, TX, 78744-3218 Phone: 512-389-8773
<b>10a. GRANTEE AUTHORIZING OFFICIAL</b>  Ms. Dana Lagarde 4200 SMITH SCHOOL RD AUSTIN, TX, 78744-3218 Phone: 512-389-8175	<b>10b. FEDERAL PROJECT OFFICER</b>  Mr. Brian Hobbs 500 Gold Ave SW Albuquerque, NM, 87103 Phone: 505-248-7476

**ALL AMOUNTS ARE SHOWN IN USD**

<b>11. APPROVED BUDGET (Excludes Direct Assistance)</b>		<b>12. AWARD COMPUTATION</b>																	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 187,500.00																	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00																	
a. Salaries and Wages	0.00	c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00																	
b. Fringe Benefits	0.00	<b>d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</b> \$ 187,500.00																	
c. Total Personnel Costs	0.00	<b>13. Total Federal Funds Awarded to Date for Project Period</b> \$ 187,500.00																	
d. Equipment	0.00	<b>14. RECOMMENDED FUTURE SUPPORT</b> (Subject to the availability of funds and satisfactory progress of the project):																	
e. Supplies	0.00	<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td>\$</td> <td>d. 5</td> <td>\$</td> </tr> <tr> <td>b. 3</td> <td>\$</td> <td>e. 6</td> <td>\$</td> </tr> <tr> <td>c. 4</td> <td>\$</td> <td>f. 7</td> <td>\$</td> </tr> </tbody> </table>		YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2	\$	d. 5	\$	b. 3	\$	e. 6	\$	c. 4	\$	f. 7	\$
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																
a. 2	\$	d. 5	\$																
b. 3	\$	e. 6	\$																
c. 4	\$	f. 7	\$																
f. Travel	0.00	<b>15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:</b>																	
g. Construction	0.00	<table border="1"> <tr> <td>a. DEDUCTION</td> <td rowspan="5" style="text-align: center; vertical-align: middle;"><b>a</b></td> </tr> <tr> <td>b. ADDITIONAL COSTS</td> </tr> <tr> <td>c. MATCHING</td> </tr> <tr> <td>d. OTHER RESEARCH (Add / Deduct Option)</td> </tr> <tr> <td>e. OTHER (See REMARKS)</td> </tr> </table>		a. DEDUCTION	<b>a</b>	b. ADDITIONAL COSTS	c. MATCHING	d. OTHER RESEARCH (Add / Deduct Option)	e. OTHER (See REMARKS)										
a. DEDUCTION	<b>a</b>																		
b. ADDITIONAL COSTS																			
c. MATCHING																			
d. OTHER RESEARCH (Add / Deduct Option)																			
e. OTHER (See REMARKS)																			
h. Other	0.00	<b>16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</b>																	
i. Contractual	250,000.00	<table border="1"> <tr> <td>a. The grant program legislation</td> </tr> <tr> <td>b. The grant program regulations.</td> </tr> <tr> <td>c. This award notice including terms and conditions, if any, noted below under REMARKS.</td> </tr> <tr> <td>d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.</td> </tr> </table>		a. The grant program legislation	b. The grant program regulations.	c. This award notice including terms and conditions, if any, noted below under REMARKS.	d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.												
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b. The grant program regulations.																			
c. This award notice including terms and conditions, if any, noted below under REMARKS.																			
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.																			
j. TOTAL DIRECT COSTS	\$ 250,000.00	In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																	
k. INDIRECT COSTS	\$ 0.00																		
<b>l. TOTAL APPROVED BUDGET</b>	\$ 250,000.00																		
m. Federal Share	\$ 187,500.00																		
n. Non-Federal Share	\$ 62,500.00																		

**REMARKS** (Other Terms and Conditions Attached -  Yes  No)

**GRANTS MANAGEMENT OFFICIAL:**

Cliff Schleusner, CHIEF- WILDLIFE AND SPORT FISH RESTORATION PROGRAM  
500 GOLD AVE. SW  
ALBUQUERQUE, NM, 87102  
Phone: 505-248-7465

<b>17. VENDOR CODE</b> 0070050488		<b>18a. UEI</b> EVA9NVGH2K85		<b>18b. DUNS</b> 806782256		<b>19. CONG. DIST.</b> 35	
<b>LINE#</b>	<b>FINANCIAL ACCT</b>	<b>AMT OF FIN ASST</b>	<b>START DATE</b>	<b>END DATE</b>	<b>TAS ACCT</b>	<b>PO LINE DESCRIPTION</b>	
1	0051046244-00010	\$187,500.00	04/01/2024	06/30/2027	8151	New Grant - SFR (BA) 9521 / 15.605	

## NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 8	DATE ISSUED 03/25/2024
GRANT NO. F24AF00861-00	

### SCOPE OF WORK

#### 1. Project Description

TX-F-24006 City of Rockwall – Hwy 66 Boat Ramp Improvements

### PAYMENTS

#### 1. Domestic Recipients Enrolled in Treasury’s ASAP System

The recipient will request payments under this award in the [U.S. Treasury’s Automated Standard Application for Payment \(ASAP\)](#) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

### BUDGET AND PROGRAM REVISIONS

#### 1. Office of Conservation Investment Budget and Program Revisions

The recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the prior written approval of the Service. Refer to **2 CFR 200.308** for additional information on the types of changes that require prior written approval.

### REPORT

#### 1. Office of Conservation Investment Interim Financial Reports

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, [“Federal Financial Report”](#) form. See also our instructional video on [“Completing the Federal Financial Report \(SF-425\)”](#).

#### 2. Office of Conservation Investment Interim Performance Reports

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

#### 3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, Federal Financial Report form, <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. See also our instructional video on “Completing the Federal Financial Report (SF425) [https://fawiki.fws.gov/display/VLSV#VirtualLearningSeriesVideosHome-CompletingtheFederalFinancialReport\(SF-425\)](https://fawiki.fws.gov/display/VLSV#VirtualLearningSeriesVideosHome-CompletingtheFederalFinancialReport(SF-425))



## NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 8	DATE ISSUED 03/25/2024
GRANT NO. F24AF00861-00	

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

#### 4. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient's operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

#### 5. Significant Developments Reports

See [2 CFR §200.329\(e\)](#). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

#### 6. Office of Conservation Investment TRACS Reporting

The recipient is responsible for entering interim (if required) and final performance report information for this award into the Service's electronic performance reporting system – TRACS (<https://tracs.fws.gov>) and attaching those reports from TRACS into GrantSolutions by the report due date(s) as specified in GrantSolutions. Performance information entered in TRACS must provide quantitative outputs to the approved Standard Objectives and narrative responses to the following questions. If the award includes multiple project statements, the recipient must answer these questions for each project statement. If you need assistance, please contact the Office of Conservation Investment Federal Project Officer identified in this Notice of Award.

1. What progress has been made towards completing the objective(s) of the project?
2. Please describe and justify any changes in the implementation of your objective(s) or approach(es).
3. If applicable, please share if the project resulted in any unexpected benefits, promising practices, new understandings, cost efficiencies, management recommendations, or lessons learned.
4. For survey projects only: If applicable, does this project continue work from a previous award? If so, how do the current results compare to prior results? (Recipients may elect to add attachments such as tables, figures, or graphs to provide further detail when answering this question).
5. If applicable, identify and attach selected publications, photographs, screenshots of websites, or other documentation (including articles in popular literature, scientific literature, or other public information products) that have resulted from this project that highlight the accomplishments of the project.

## NOTICE OF AWARD (Continuation Sheet)

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GRANT NO.

F24AF00861-00

6. Is this a project that you wish to highlight for communication purposes?

7. For CMS State fish and wildlife agencies only: If the grant is a CMS, has the agency submitted an update report every 3 years detailing the CMS components: (a) inventory and scanning; (b) strategic plan; (c) operational plan; and (d) evaluation and control have been reviewed and summaries included which provide detailed review results and recommendations?

### 7. Office of Conservation Investment TRACS Real Property/Facility

The recipient is responsible for entering required information into the TRACS (<https://tracs.fws.gov>) inventory modules to create real property/facility record(s). These records will become the basis for future recipient real property/facility reporting compliance under 2 CFR 200.330 and 2 CFR 1402.329. If you need assistance with entering real property/facility records in TRACS, please contact the Office of Conservation Investment Federal Project Officer identified in this Notice of Award.

## AWARD CONDITIONS

### 1. Office of Conservation Investment Wildlife Restoration / Sport Fish Restoration Match

The federal share of the total project costs cannot exceed 75%. The Grant Recipient is eligible to request Federal obligated funds up to but not in excess of an amount equal to 75% of the total project expenditures. See also 2 CFR §200.306.

### 2. Office of Conservation Investment Cost Accounting

Cost accounting is required at the subaccount level.

### 3. Office of Conservation Investment Indirect Costs/Directly

The recipient will charge all costs directly.

### 4. Office of Conservation Investment TRACS Grant Entry

The recipient is responsible for entering grant and project statement information for this award into the Service's electronic performance reporting system – TRACS (<https://tracs.fws.gov>). This information must be entered in TRACS within 60 calendar days of the latter: (a) period of performance start date; or (b) the date the award was approved. The grant and project statement information entered in TRACS must be consistent with the approved Project Statement (narrative) in GrantSolutions. If you need assistance, please contact the Office of Conservation Investment Federal Project Officer identified in this Notice of Award.

## SPECIAL TERMS AND REQUIREMENTS

### 1. Inadvertent Archaeological or Historical Discoveries

In the event any archaeological or historic materials are encountered during project activity, work in the immediate area must stop and the following actions taken:

1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
2. Take reasonable steps to ensure the confidentiality of the discovery sites; and
3. Take reasonable steps to restrict access to the site of discovery.

The recipient must notify the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material, and will reach an agreement with the recipient regarding actions to be taken and disposition of material. If Human remains are uncovered,

## NOTICE OF AWARD (Continuation Sheet)

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DATE ISSUED

03/25/2024

GRANT NO. F24AF00861-00

appropriate law enforcement agencies must be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribe(s) will take place in order to mitigate the final disposition of said remains.

### 2. Environmental Compliance Reviews

This grant is approved for planning purposes; the Recipient, sub-recipient(s), and/or contractors are limited to activities and costs associated with planning, design, and coordination. All on-the-ground activities require individual site-specific compliance documentation (i.e., NEPA, ESA, NHPA, etc.) be received and approved by written confirmation from the Service prior to implementation of any activities in the field.

## Terms and Conditions

### 1. U.S. Fish and Wildlife Service

#### General Award Terms and Conditions

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as 'awards') are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the USFWS removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in Title 2 of the Code of Federal Regulations (CFR) §§200.339—343.

A library of the Service's general award terms and conditions with embedded links to all regulations is available on the Service's website at: <https://www.fws.gov/library/collections/financial-assistance-general-award-terms-and-conditions>. Refer to the general terms and conditions in this library in effect as of the signature date on your award. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

#### Administrative Requirements, Cost Principles, and Audit Requirements

These requirements and cost principles are applicable to all awards except those to individuals receiving the award separate from any business or organization they may own or operate. Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must comply with those for states.

#### 2 CFR Part 200, Subparts A—D, as supplemented by 2 CFR Part 1402

Foreign public entities must follow payment procedures in 2 CFR §200.305(b). For foreign public entities and foreign organizations, the requirements in 2 CFR §§200.321—323 do not apply.

#### Appendix XII to 2 CFR Part 200—Recipient Integrity and Performance Matters

Applicable to awards with a total Federal share of more than \$500,000 except for awards of any amount to foreign public entities.

#### 2 CFR Part 200, Subpart E—Cost Principles

## NOTICE OF AWARD (Continuation Sheet)

PAGE 6 of 8

DATE ISSUED  
03/25/2024

GRANT NO. F24AF00861-00

Applicable to all domestic and foreign non-Federal entities except non-profit organizations identified in Appendix VIII to 2 CFR Part 200. Non-Federal entities include for-profit organizations.

### **48 CFR Subpart 31.2—Contracts with Commercial Organizations**

Applicable to non-profit organizations identified in Appendix VIII to 2 CFR Part 200.

### **Indirect Cost Proposals**

Requirements for development and submission of indirect cost rate proposals are contained in Appendix III (Institutions of Higher Education), Appendix IV (Nonprofit organizations), and Appendix VII (States, local government agencies, and Indian tribes) to 2 CFR Part 200. See also the DOI negotiated indirect cost rate deviation policies at 2 CFR §1402.414. For-profit entities should contact the DOI National Business Center, Office of Indirect Cost Rate Services at: <https://bc.doi.gov/ICS/indirect-cost>.

### **2 CFR Part 200, Subpart F—Audit Requirements**

Applicable to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. Not applicable to foreign public entities, foreign organizations, or for-profit entities.

### **Statutory and National Policy Requirements**

These requirements are applicable to all awards, including those to individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise stated in this section.

### **Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management**

Not applicable to individuals or any entity exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

### **Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation**

Not applicable to individuals. See 2 CFR 170 for other exceptions.

### **2 CFR §175.15—Award Term for Trafficking in Persons**

Applicable to private entities as defined in 2 CFR §175.25(d), states, local governments, and Indian tribes. Applicable to foreign public entities if funding could be provided to a private entity as a subrecipient under the award.

### **2 CFR Part 184—Buy America Preference for Infrastructure Projects**

None of the funds under a Federal award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards. Service awards subject to this preference will include a Buy America Provision for Infrastructure.

### **2 CFR Part 1400—Nonprocurement Debarment and Suspension**

All recipients must ensure they do not enter into any covered transaction with an excluded or disqualified participant or principal. See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). 2 CFR §180.215 defines nonprocurement transactions that are not covered transactions.



NOTICE OF AWARD (Continuation Sheet)

PAGE 7 of 8	DATE ISSUED 03/25/2024
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**2 CFR Part 1401—Requirements for Drug-Free Workplace (Financial Assistance)**

Not applicable to foreign public entities or foreign organizations.

**43 CFR Part 18—New Restrictions on Lobbying**

Recipients are prohibited from using any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, or an officer or employee of a Member of the U.S. Congress in connection with the award.

**41 U.S.C. §4712—Whistleblower Protection for Contractor and Grantee Employees**

**41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government**

**Mandatory Disclosures**

Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

**Conflicts of interest:** Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

**Lobbying:** If the Federal share of the award is more than \$100,000, recipients must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such disclosures, recipients must complete and submit the SF-LLL, "Disclosure of Lobbying Activities" form to the USFWS. This form is available at: <https://www.grants.gov/forms/forms-repository/post-award-reporting-forms>. For more information on when additional submission of this form is required, see 43 CFR, Subpart 18.100. These restrictions are not applicable to such expenditures by Indian tribe, tribal organization, or any other Indian organization that is specifically permitted by other Federal law.

**Other Mandatory Disclosures:** Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities subject to the 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM.

**National Policy Encouragements**

**Executive Order 13043—Increasing Seat Belt Use in the United States**

NOTICE OF AWARD (Continuation Sheet)

PAGE 8 of 8	DATE ISSUED 03/25/2024
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Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in connection with award activities.

**E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving**

Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Individuals are encouraged to not text message while driving in connection with award activities.

# AWARD ATTACHMENTS

TEXAS PARKS AND WILDLIFE DEPARTMENT

F24AF00861-00

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1. 2b-Attachment

Ref: Sport Fish Restoration, Federal Compliance Approval TX-F-24006

**Project:** City of Rockwall – Hwy 66 Boat Ramp Improvements

**Approach:**

The grant is approved for planning activities only to renovate a parking lot, provide picnic tables for the boaters using the boat ramp, and construct a trail to connect the parking lot to the boat ramp at Hwy 66 Boat Ramp at Lake Ray Hubbard, Rockwall, Texas.

**Endangered Species Act Determinations:**

A biological evaluation will be developed, and appropriate determinations will be made for any listed species that may be affected by the project.

**NHPA:**

Cultural resources will be assessed, and a cultural resource survey will be conducted, if necessary. The Texas Historical Commission and appropriate tribes will be consulted prior to construction.

**NEPA Determinations:**

No extraordinary circumstances were triggered by this project so NEPA compliance for these projects has been determined by WSFR to be a categorical exclusion as provided by 516 DM 8, Appendix 1 and/or 516 DM 2, Appendix 1.

E (1) State, local, or private financial assistance (grants and/or cooperative agreements), including State planning grants and private land restorations, where the environmental effects are minor or negligible.

The project will fund the development of the appropriate NEPA documents.



Grant Manager

3/21/2024

Date



PROFESSIONAL SERVICES - PHASE 1					For TPWD use only				
Pre-Agreement Costs					Grant Elements	Over-Match	Grant + Over-Match Total	Approved Grant Elements	Approved Grant + Over-Match Total
1	USACE Permit/Environmental Compliance	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00
2	Cultural/Environmental Resource Survey	\$21,500.00	\$0.00	\$21,500.00	\$21,500.00	\$0.00	\$21,500.00	\$21,500.00	\$21,500.00
3	Final Plans/Specifications	\$150,000.00	\$0.00	\$150,000.00	\$150,000.00	\$0.00	\$150,000.00	\$150,000.00	\$150,000.00
4	Texas Department of Licensing	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00	\$3,500.00
5	Mitigation Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Miscellaneous Costs Topographic Survey, Geotechnical Reporting, Electrical Engineering	\$60,000.00	\$0.00	\$60,000.00	\$60,000.00	\$0.00	\$60,000.00	\$60,000.00	\$60,000.00
<b>TOTAL PROFESSIONAL SERVICES</b>					\$250,000.00	\$0.00	\$250,000.00	\$250,000.00	\$250,000.00

CONSTRUCTION					Grant Elements	Over-Match	Grant + Over-Match Total	Approved Grant Elements	Approved Grant + Over-Match Total
	Truck/Trailer Park Lot						\$0.00		
	Car Parking Lot						\$0.00		
	Access Trail						\$0.00		
	Picnic Nodes (5)						\$0.00		
	Parking Lighting						\$0.00		
	Interpretive Signage						\$0.00		
	Mobilization/General Conditions						\$0.00		
	Site Preparation, Dirt Work and Site Grading						\$0.00		
<b>TOTAL CONSTRUCTION COST</b>					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL PROJECT COST</b>					\$250,000.00	\$0.00	\$250,000.00	\$250,000.00	\$250,000.00

<b>FEDERAL MATCH - 75%</b>	<b>\$187,500.00</b>
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<b>APPROVED FEDERAL MATCH - 75%</b>	<b>\$187,500.00</b>
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<b>SPONSOR MATCH - 25%</b>	<b>\$62,500.00</b>
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<b>REQUIRED SPONSOR MATCH - 25%</b>	<b>\$62,500.00</b>
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Override System Calculation for Match

<b>VERIFY GRANT + OVER-MATCH</b>	<b>\$250,000.00</b>
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<b>VERIFY APPROVED GRANT + OVER MATCH</b>	<b>\$250,000.00</b>
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**Local Matching Share of Grant**

Provide information on the source of the local matching share (25% of total project cost).

APPLICANT Voter Approved Bonds	\$0.00 *
APPLICANT Funds (General Fund cash, 4-B, EDC, etc.)	\$312,500.00 *
APPLICANT In-House Labor, Equipment and/or Materials	\$0.00 *
PRIVATE or OTHER PUBLIC Contributions (cash, labor, equipment and/or materials)	\$0.00 *
<b>Total Local Matching Share:</b>	<b>\$312,500.00 *</b>

Will Local Match be Available immediately upon TPWD Local Grant Agreement executed by both parties? \*

©Yes ○No

**TPWD Notes: For TPWD use only**



March 22, 2024

Mr. Travis Sales, Director  
Parks, Recreation, and Animal Services  
108 E. Washington Street  
Rockwall, Texas 75087

RE: Highway 66 Boat Ramp Improvements – Planning, Design and Construction Administration

Mr. Sales,

It is my pleasure to submit this proposal for professional services for the improvements at the Highway 66 Boat Ramp located in Rockwall, Texas as shown in Exhibit 'A'. The following scope of services outlines the professional services to be performed in association with the project. This proposal is being submitted for your review and approval.

### **Project Description**

The proposed project site is close to six acres of land and is adjacent to Willow Bend Drive, and is northwest of the existing Highway 66 Boat Ramp. Existing Park facilities at the boat ramp include a pavilion and associated sidewalk, boat parking, and several boat ramps.

The proposed improvements include a larger parking lot (approximately 40 spaces) with lighting, improvements to a small parking lot due east of the existing boat ramp, a picnic area, pedestrian trail, and interpretive signage.

Our scope of services for this project is as follows:

#### **1. Design Development - \$54,750.00**

- a. Site visit to view existing conditions at the site and coordination with Client to obtain the most current and available site information. Conduct Kick-Off Meeting with City Staff.
- b. Provide a topographic survey of the proposed impacted area to be used during the design phase of the project; including 3"+ caliper tree species type and Subsurface Utility Engineering (SUE) Levels C and D. Digital file in DWG (AutoCad) format consisting of all features located within project site to include 1 foot contours to be provided to the Owner.
- c. Geotechnical Report to include recommendations for pavements and other site program design elements proposed.
- d. Environmental Report (this task excludes any USACE Permitting as we believe that the scope of work will not require a permit and if one is required, we should be able to use a non-notifying Regional Permit.)
- e. Design Development presentation to determine styles and themes for the proposed improvements.
- f. Work in conjunction with the Owner to finalize a site layout for the parking lot layouts, sidewalks, grading, paving, landscaping, picnic stations, and utilities for the project. Any

preferential site plan changes after City approval at this phase will be additional services.

- g. Preliminary Layout (Grading, Drainage, etc as the 30% Set of Plans)
- h. Research and review previously prepared construction plans, record documents, land records, or other pertinent documents on file in the county real property records, at the City Engineering Department, and any other relevant agencies. Research county records for dedications not filed by plat that could encumber portions of the project.
- i. Incorporate aerial, topographic, and planimetric survey data provided by the City.
- j. Delineate if required the scope of any additional Subsurface Utility Engineering (SUE) or Level A or B utility investigation or any special surveys or tests, which, in the reasonable opinion of the Consultant, based on generally accepted engineering practices within the DFW area, may be required for a proper design of the project and arrange for such work, after approval by the City, at the City's expense. This scope item is included within the reimbursable allocation.

## **2. Construction Documents - \$108,000.00**

- a. Based on the approved preliminary design documents, coordinate and/or prepare detailed construction drawings and specifications for erosion control, grading, paving, drainage, utilities (water, sewer, electric), landscaping, and other site improvements for the Project. The construction drawings and specifications shall be prepared for the full project.
- b. Furnish to the Owner construction plans and specifications for review at 60%, 90% and 100% along with updated cost estimates. These CIP plan submittal documents typically include the following sheets, but all may not be required for this project:
  - 1. Cover Sheet with Sheet Index and Project Location map
  - 2. Project Specific Notes Sheet
  - 3. Site Plan and Legend
  - 4. Demolition Plan
  - 5. Erosion Control Plan
  - 6. Paving Plan and Horizontal Control
  - 7. Pavement Markings, Signage, Conduit and Lighting Layout
  - 8. Drainage Area Map
  - 9. Storm Sewer Plan and Profile
  - 10. Utility Plan (water, sewer, and electric)
  - 11. Project Construction Details
  - 12. Landscape Plans and Details
  - 13. Irrigation Plans and Details
  - 14. Technical Specifications and/or Special Provisions for the project
- c. Coordinate with the relevant utility services of the City and franchise utilities, including but not limited to Dallas Water Utility District, Atmos Energy, ONCOR Electric, AT&T, Frontier, Charter, North Texas Municipal Water District, and City IT Fiber to determine any conflicts.
- d. Dallas Utility District permitting coordination.
- e. Administer the Texas Parks and Wildlife Department (TPWD) Grant & Submit Plan Set to TPWD for review and approval.



- f. Submit Plan Set to TDLR for review and approval. Following completion of the Construction Documents, the Consultant will coordinate with a RAS for the purposes of reviewing the plans for the Project for conformance with the Texas Accessibility Standards (TAS). The Consultant will use a RAS subconsultant for the Texas Department of Licensing and Regulation (TDLR) required plan review and project inspection. The Consultant will coordinate with the RAS for project registration with the TDLR prior to bidding and project inspection upon completion of construction. The Consultant will prepare plans in general conformance with TAS and will make one (1) round of revisions to the plans based on comments received from the RAS. Inspection and registration fees for TDLR are included in this fee.

**3. Bidding and Construction Administration - \$60,000.00**

- a. Coordination of bidding and award phase of the project. Attend Pre-Bid and Pre-Construction Conferences and cooperate with the City as needed to interpret, clarify, amend, or expand the bid documents. Deliverables - Provide up to Five (5) Final Bid Set of Construction Documents (Signed and sealed w/City Issued for Construction Stamp), Tabulated Bid Form and Bid Summary Letter.
- b. This fee assumes that the project will be constructed within a 12-month timeframe after the City approval of award of construction to a General Contractor.
- c. As requested by the City, the Consultant shall visit the site and consult with the City and the contractor to resolve construction and design related problems.
- d. Monthly site visits to observe the progress and quality of work.
- e. Review, respond and document Requests for Information (RFIs).
- f. Monthly Update calls with City Staff and Contractor.
- g. Check samples, catalog data, laboratory testing, shop drawings, mill tests of materials and equipment, and other data which the Contractor is required to submit, only for the conformance with the design concept.
- h. Review and request approval of the contractor's pay applications based on the on-site observations of design professional.
- i. Conduct a substantial completion and final inspection of the Project for conformance with the design and recommend in writing final payment to the contractor. Consultant to submit and receive final payment with the written final inspection report.
- j. Provide the City with complete and accurate Record Drawings with the as-built changes noted with the date and signature of the Engineer. Provide drawings in PDF to the City Inspector and Parks and Recreation staff.

Based on this scope of services, our lump sum fee for the project is \$222,750.00. This fee is based on a total budget of one million two hundred and twenty-five thousand dollars and no 100ths (\$1,250,000.00). This fee excludes, reimbursables and special service items (\$7,500) such as reproductions, permits, mileage, etc. and will be invoiced based on the attached rate sheet. This proposal is subject to the general terms and conditions described in Exhibit 'B'. If the construction amount deviates significantly ( $\pm 10\%$  or more), the fee shall be adjusted pro rata.

Preparation of the following items and any other items not listed have been excluded from this proposal but can be provided in an additional service agreement.

Detention	TxDOT Permits	Final and Preliminary Platting
Flood Studies	Traffic Impact Analysis	Off-Site Roadway Design
USACE Permitting	Off-Site Utilities	Archeological Report

If our services are needed for additional items, we can prepare a separate proposal or bill you hourly based on the attached rate sheet.

If you find this proposal meets your needs, please sign below on the space provided, retain one copy for your file and return one to us. Once we receive the signed proposal, we will begin work. If you have any questions or need us to revise our proposal, please let me know.

Sincerely,



William H. Spencer, PE  
Civil Engineer and President

Approved \_\_\_\_\_

Date \_\_\_\_\_

# 2024 Hourly Rates

## Engineering

Senior Professional Engineer	\$225.00 per hour
Professional Engineer	\$155.00 per hour
Graduate Engineer	\$105.00 per hour
Civil Engineering Intern	\$80.00 per hour

## Landscape Architecture

Senior Landscape Architect	\$225.00 per hour
Landscape Architect	\$150.00 per hour
Landscape Designer	\$105.00 per hour
Landscape Intern	\$80.00 per hour

## Planning

Senior Planner	\$180.00 per hour
Planner	\$105.00 per hour
Planning Intern	\$80.00 per hour

## Graphic Design

Senior Graphics Designer	\$175.00 per hour
Graphics Designer	\$95.00 per hour

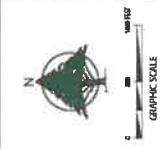
## Drafting

Senior CAD Designer	\$135.00 per hour
CAD Designer	\$115.00 per hour
CAD Drafter	\$95.00 per hour

## Office Admin

Word Processing/Clerical	\$75.00 per hour
Mileage	2024 Standard IRS Rate
Reproduction, Aerial photography, etc.	Cost plus 15%

A service charge of 1.5% per month (18% annual rate) will be added to all balances 30 days past due and will continue each month until the past due amount is received.



- ### Grant Items
- Design & Engineering
  - Boat and Trailer Parking Lot with Lighting (Approximately 40 Spaces)
  - Picnic Area with Interpretive Signage
  - Pedestrian Trail
  - Car Parking
  - Site Prep & Mobilization

Proposed Boat / Trailer Parking Lot (Approx. 40 Spaces) with Lighting

Proposed Picnic Area and Pedestrian Trail with Interpretive Signage

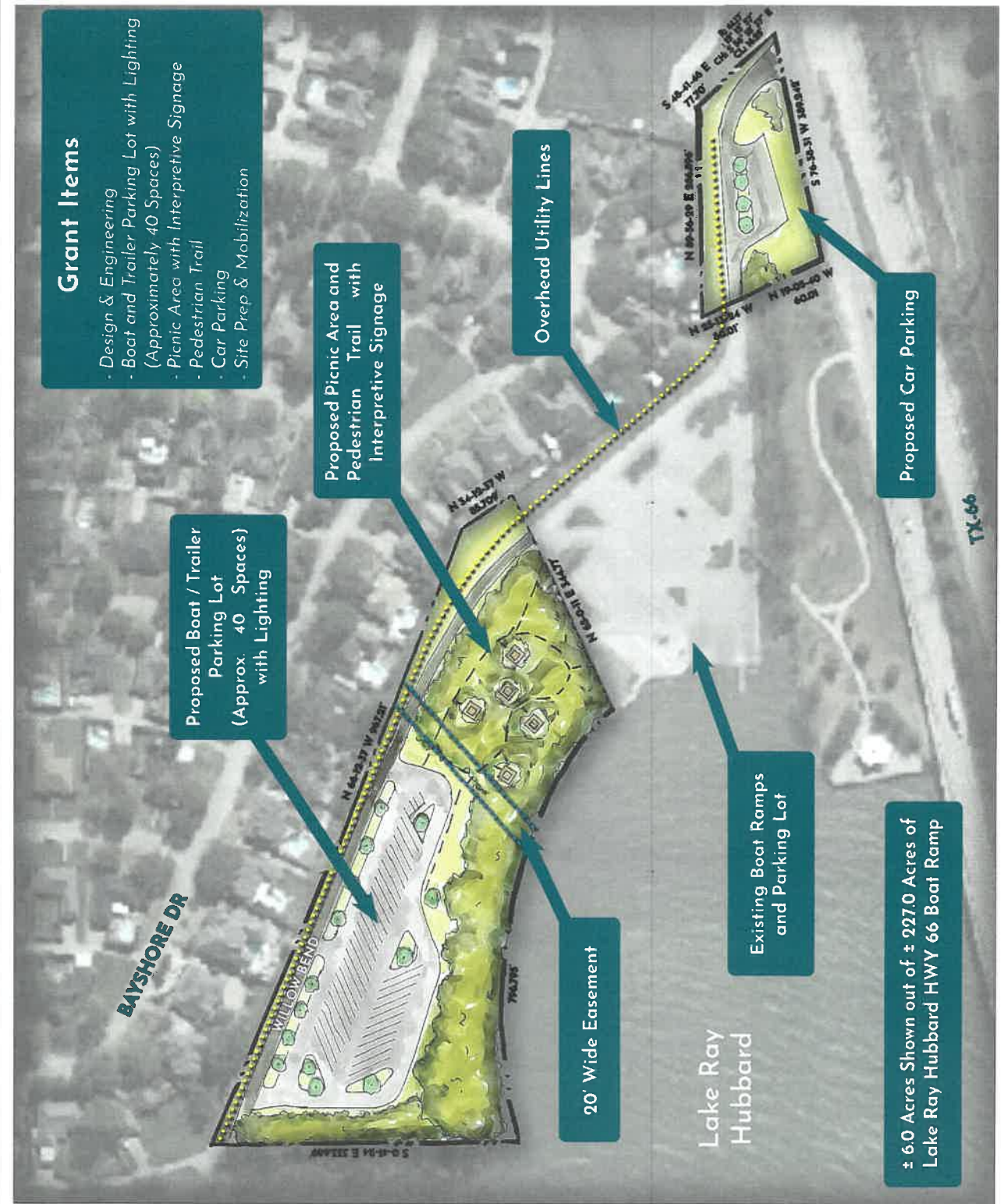
Overhead Utility Lines

Proposed Car Parking

Existing Boat Ramps and Parking Lot

20' Wide Easement

± 6.0 Acres Shown out of ± 227.0 Acres of Lake Ray Hubbard HWY 66 Boat Ramp



Preliminary Construction Documents Released:  
**NOT FOR CONSTRUCTION**



## CONCEPTUAL SITE PLAN HWY 66 BOAT RAMP CITY OF ROCKWALL, TEXAS

DRAWN:	ZTC
CHECKED:	HNR
DATE:	05/01/2023
SCALE:	AS SHOWN
JOB NO.:	23-011

1 OF 1





## EXHIBIT 'B'

### GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (this "**Agreement**"), are attached to and made a part of the Statement of Work and Letter Agreement dated March 20, 2024 (the "**Statement of Work**") by and between MHS Planning and Design, LLC, a Texas limited liability company with offices located at 212 W. 9<sup>th</sup> Street, Tyler, Texas 75701 ("**MHS**") and City of Rockwall through its Parks Department, a political subdivision of the State of Texas, with a mailing address at 108 E. Washington St., Rockwall, TX 75087 ("**Client**" and together with MHS, the "**Parties**", and each a "**Party**").

WHEREAS, MHS has the capability and capacity to provide certain civil engineering, planning, and landscape architecture services; and

WHEREAS, Client desires to retain MHS to provide the said services as more fully described in the Statement of Work, and MHS is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MHS and Client agree as follows:

1. Services. MHS shall provide to Client the services (the "**Services**") set forth in the Statement of Work. Additional Statements of Work shall be deemed issued and accepted only if signed by the MHS Contract Manager and the Client Contract Manager, appointed pursuant to Section 2.1(a) and Section 3.1, respectively.

2. MHS Obligations. MHS shall:

2.1 Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**MHS Contract Manager**"); and

(b) A number of employees or agents that it deems sufficient to perform the Services detailed in each Statement of Work, (collectively, with the MHS Contract Manager, "**Provider Representatives**").

2.2 Notwithstanding anything to the contrary in this Agreement, MHS may make changes to the Provider Representatives in its sole and absolute discretion; provided that MSH shall first provide notice to Client. In addition, at the reasonable request of Client, MSH shall use reasonable efforts to appoint a replacement Provider Representative at the earliest time it determines to be commercially viable.

2.3 Maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term, upon Client's written request, MHS shall allow Client or Client's

representative to inspect and make copies of such records in connection with the provision of the Services; provided that Client provides MHS with at least five (5) business days advance written notice of the planned inspection and any such inspection shall take place during regular business hours.

3. Client Obligations. Client shall:

3.1 Designate one or more persons to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Contract Manager**"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.

3.2 Require that the Client Contract Manager respond promptly to any reasonable requests from MHS for instructions, information, or approvals required by MHS to provide the Services.

3.3 Cooperate with MHS in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable MHS to provide the Services.

3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in MHS's provision of the Services.

3.5 Provide MHS with all site specific information pertaining to the project that is within Client's possession or control, including, without limitation, GIS and CAD files, a legal description and any necessary survey, including topographic survey, spot elevations, and locations of all existing utilities, of the real property upon which the project is situated.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the MHS and the rights granted to Client under this Agreement, Client shall pay the fees set forth in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within 30 days of receipt by the Client of an invoice from MHS but in no event more than 30 days after completion of the Services performed pursuant to the applicable Statement of Work.

4.2 Client shall reimburse MHS for all reasonable expenses incurred in accordance with the Statement of Work within thirty (30) days of receipt by the Client of an invoice from MHS accompanied by receipts and reasonable supporting documentation.

4.3 Upon the request of MHS, Client shall provide a tax-exempt certificate.

4.4 All late payments shall bear interest per the Payment Act of Texas that is applicable to political subdivisions of the State of Texas. Client shall also reimburse MHS for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which MHS does not waive by the exercise of any rights hereunder), MHS shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts when due hereunder and such failure continues for 10 days following written notice thereof.

4.5 Any required retainer, as set forth in the Statement of Work, shall be applied to the final invoice, or at MHS's discretion, the retainer may be applied against any unpaid invoice and shall be

replenished by Client when and to the extent requested by MHS. Any unused retainer shall be refunded to Client promptly upon conclusion of the Services and payment in full of all invoices.

5. Limited Warranty and Limitation of Liability.

5.1 MHS warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement.

(b) Using personnel of industry standard skill, experience, and qualifications.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 MHS's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) MHS shall use reasonable commercial efforts to promptly cure any such breach; provided, that if MHS cannot cure such breach within a reasonable time (but no more than 30 days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.

(b) In the event the Agreement is terminated pursuant to Section (a) above, MHS shall within 30 days after the effective date of termination, refund to Client any fees paid by the Client as of the date of termination for the Services or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Services up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Client provides written notice of such breach within 30 days after delivery of such Services or Deliverables to Client.

5.3 MHS MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Ownership of Deliverables. All documents, work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of the MHS in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") shall become the sole property of the Client. MHS may maintain copies thereof for its records and for its future professional endeavors, including, without limitation, advertising and marketing.

7. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is

independently developed by Receiving Party without using any Confidential Information or is declared to be public information by court of Texas Attorney General ruling. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 and Section 8.4 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, MHSs, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

#### 8. Term, Termination, and Survival.

8.1 This Agreement shall commence as of the Effective Date (as hereafter defined) and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to Section 8.2 or Section 8.3.

8.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 business days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.



8.3 Notwithstanding anything to the contrary in Section 8.2(a), MHS may terminate this Agreement before the expiration date of the Term on written notice if Client fails to pay any amount when due hereunder: (a) and such failure continues for 15 days after Client's receipt of written notice of nonpayment; or (b) more than 2 times in any 6 month period. Notwithstanding anything to the contrary in Section 8.2(a), Client may terminate this Agreement before the expiration of the Term on written notice if the funding from TP&W is reduced or canceled. Such notice shall be provided withing five (5) business days from Client being notified of reduced or canceled funding.

8.4 The rights and obligations of the Parties set forth in this Section 8.4 and Section, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. Limitation of Liability.

9.1 IN NO EVENT SHALL MHS BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT MHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT SHALL MHS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO MHS PURSUANT TO THIS AGREEMENT AND ANY APPLICABLE STATEMENTS OF WORK.

10. Insurance. During the term of this Agreement, MHS shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate with financially sound and reputable insurers. Upon Client's request, MHS shall provide Client with a certificate of insurance from MHS's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Client as an additional insured. MHS shall provide Client with 30 days' advance written notice in the event of a cancellation or material change in MHS's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against MHS's insurers and MHS.

11. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

12. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and

addressed to the other Party at its address set forth in the Statement of Work (or to such other address that the receiving Party may designate from time to time in accordance with this Section), and shall be deemed given and effective (i) on the date of personal delivery to the recipient, (ii) at the time when confirmation of successful transmission is received by the sending computer when sent by electronic transmission, (iii) three (3) days following the date of mailing if sent by certified United States mail, return receipt requested, postage prepaid, or (iv) one (1) day following mailing if deposited for next day delivery with Federal Express or a commercially recognized overnight carrier for overnight delivery.

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Assignment. MHS shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Client. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by MHS shall be under its own control, Client being interested only in the results thereof. The MHS shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied,

confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and Statements of Work, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, United States of America.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Northern District of Texas, Dallas Division or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Rockwall County, Texas, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Northern District of Texas, Dallas Division or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Rockwall County, Texas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Effective Date. The Effective Date of this Agreement is the date upon which the Statement of Work is accepted by Client.

24. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Client to make payments to MHS hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure

Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 50 consecutive days following written notice given by it under this Section 24, the other Party may thereafter terminate this Agreement upon 30 days' written notice.

25. Governmental Entity. The Parties acknowledge that the Client is a political subdivision of the State of Texas and under the Constitution and laws of the State of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. Notwithstanding any provision of this Agreement, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the Client's sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims and privilege of the State of Texas.





City of Rockwall

## MEMORANDUM

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**TO: Mayor and City Council Members**

**FROM: Kristy Teague, City Secretary/Asst. to the City Manager**

**DATE: May 6, 2024**

**SUBJECT: ILA for Judge Services for "No Refusal Weekends"**

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The attached Interlocal Agreement (ILA) is a standard one that the City of Rockwall has routinely entered into with Rockwall County. City Manager, Mary Smith, or the city attorney will be happy to answer any questions Council may have concerning the agreement.

**ATTACHMENTS:**

1. Rockwall Agreement

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

**THIS INTERLOCAL COOPERATION AGREEMENT** is made and entered into as of **May 24, 2024 (the “Effective Date”)**, by and between Rockwall County, Texas, a political subdivision of the State of Texas (*hereinafter referred to as “COUNTY”*), and the City of Rockwall, a municipal corporation of the State of Texas (*hereinafter referred to as “CITY.”*)

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

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

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

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

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

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

**WHEREAS**, both the COUNTY and CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to chapter 791 of the Texas Government Code, whereby the COUNTY and the CITY will agree upon the terms of said written agreement;

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

**I.  
TERM OF AGREEMENT**

- A. The COUNTY and the CITY mutually agree that the term of this Agreement shall commence on the Effective Date of this Agreement, and expire on September 30, 2024; thereafter this Agreement shall automatically renew for successive one (1) year terms unless terminated by either Party.

B. During the term of this Agreement the COUNTY shall perform the “No Refusal Weekend” which will include up to six calendar days starting before and ending after the following holidays (with specific dates to be determined annually):

- (1) Memorial Day
- (2) Independence Day
- (3) Labor Day
- (4) New Years Eve Holiday

C. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving thirty (30) days’ written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return mail receipt requested, to the other party at the addresses set out herein. Upon termination of this Agreement, neither party will have any obligations to the other party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.

## II. COUNTY RESPONSIBILITIES

The COUNTY will pay the CITY at a rate of \$120.00 an hour for a total amount not to exceed \$2500.00 for each of the aforementioned “No Refusal Weekend” periods, for the services of the sitting judges of the Rockwall Municipal Court to review, consider and sign, if appropriate, evidentiary warrants to obtain blood samples from individuals suspected of driving while intoxicated during the “No Refusal Weekend” periods. Payment of the judge’s fee is specifically not made contingent upon approval of the warrant by the judge.

## III. CITY RESPONSIBILITIES

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

## IV. GENERAL PROVISIONS

### A. **General Administration:**

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

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

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

**C. Notice:**

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

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

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

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

*Mayor  
City of Rockwall  
385 South Goliad Street  
Rockwall, Texas 75087*

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

**D. Severability:**

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

**E. Breach:**

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

**F. Non-Waiver:**

The waiver by either party of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to



constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

**G. Entire Agreement:**

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

**H. Terms used in Document:**

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

**I. Non-Defined Terms:**

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

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Rockwall County

By: \_\_\_\_\_  
Honorable Frank New  
Rockwall County Judge

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2024.

City of Rockwall

By: \_\_\_\_\_  
Mayor  
City of Rockwall

**CITY OF ROCKWALL, TEXAS  
MEMORANDUM**

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**TO:** Honorable Mayor and City Council

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

**FROM:** Travis E. Sales, Director of Parks and Recreation

**DATE:** May 6, 2024

**SUBJECT:** Park Land Dedication Fee Ordinance

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A component of our Mandatory Park Land Dedication Ordinance is the cash in lieu of land fee. This fee is applied when the Park Board feels that it is in the best interest of the City to accept cash-in-lieu of land for neighborhood parkland. According to our Mandatory Parkland Dedication Ordinance, the Park Board shall annually make a recommendation to the City Council and Council will set the fee by ordinance. The fee is based on the average cost of neighborhood park land across the entire City.

Bryan E. Humphries and Associates completed their annual appraisal in January of 2024 to determine the average cost per acre of land and provided a final report. To establish comparable parcels, the properties evaluated must have easy access to utilities, public street, not be within the 100-year flood plain and not possess any unusual topography rendering the land useless for organized recreational activities. According to Mr. Humphries' report, the average cost of one acre of neighborhood park land with the above restrictions within the City limits is \$70,000.00. Therefore, the value of the land for an 11-acre park is \$770,000.00. I have attached the appraisal letter completed by Mr. Humphries

Each year the cost to develop an 11-acre neighborhood park should be considered and set by Council by ordinance as well. \$720,000.00 would be the "per neighborhood park" cost to be used in calculation of pro-rata neighborhood park development equipment fees associated with the developer's share of the park using 2024 contractor and vendor pricing. Ordinance is attached in the packet for your review.

At the February 6th meeting, Park Board voted 6-0 with Amanda Fowler absent to recommend that Council set the per acre price of park land by ordinance in the amount of \$70,000.00. Park Board also voted unanimously to recommend that the pro rata equipment fees for a neighborhood park cost be set at \$720,000.00. Staff will be available to answer any questions. Parks and Recreation Staff request that the City Council review and consider this request.

CITY OF ROCKWALL

ORDINANCE NO. 24-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING ARTICLE II, *PARK LAND DEDICATION*, OF CHAPTER 38, *SUBDIVISIONS*, OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ROCKWALL FOR THE PURPOSE OF UPDATING TABLE 1 WITH THE REVISED *ANNUAL PRICE PER ACRE OF LAND AND THE TOTAL EQUIPMENT COST FOR A NEIGHBORHOOD PARK*; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Rockwall desires to provide a park system that includes adequately sized and appropriately equipped *Neighborhood Parks*, and

**WHEREAS**, the City Council of the City of Rockwall has adopted a *Parks and Recreation Master Plan* designed to facilitate the development of a *Park System* for the benefit of the citizens of the City of Rockwall, and

**WHEREAS**, Section 38-55, *Cash-in-Lieu of Land Fees*, of Article II, *Park Land Dedication*, of Chapter 38, *Subdivisions*, of the Municipal Code of Ordinances of the City of Rockwall has adopted *Mandatory Neighborhood Park Land Dedication* fees, designed to facilitate participation by developers -- *on a pro-rata basis* -- in acquisition and development of *Neighborhood Parks*, and

**WHEREAS**, the provisions contained in Section 38-55, *Cash-in-Lieu of Land Fees*, of Article II, *Park Land Dedication*, of Chapter 38, *Subdivisions*, of the Municipal Code of Ordinances provide that the City Council shall annually adopt a resolution establishing an *Annual Price Per Acre of Land* and a *Total Equipment Cost* to be used in calculation of a development's pro-rata share contribution for *Neighborhood Park Land* and *Neighborhood Park Equipment Fees*.

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

**SECTION 1.** Based upon a recommendation from the City of Rockwall's Parks and Recreation Board a cost of \$70,000.00 is hereby adopted per Section 38-55, *Cash-in-Lieu of Land Fees*, of Article II, *Park Land Dedication*, of Chapter 38, *Subdivisions*, of the Municipal Code of Ordinances as the *Annual Price Per Acre of Land* to be used in the calculation of pro-rata contribution for *Neighborhood Park Land*;

**SECTION 2.** Based upon a recommendation from the City of Rockwall's Parks and Recreation Board a cost of \$720,000.00 is hereby adopted Section 38-56, *Pro-Rata Equipment Fees*, of Article II, *Park Land Dedication*, of Chapter 38, *Subdivisions*, of the Municipal Code of Ordinances as the *Total Equipment Cost* to be used in the calculation of pro-rata contribution for *Neighborhood Park Equipment Fees*;

**SECTION 3.** That *Table 1. Land and Equipment Costs* of Article II, *Park Land Dedication*, of Chapter 38, *Subdivisions*, of the Municipal Code of Ordinances of the City of Rockwall be amended for the purpose of updating the *Annual Price Per Acre of Land* and the *Total Equipment Cost for a Neighborhood Park* in the City of Rockwall, and that this table shall be as specifically described and depicted in *Exhibit 'A'* of this ordinance;

**SECTION 4.** That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

**SECTION 5.** 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 6<sup>TH</sup> DAY OF MAY, 2024.**

\_\_\_\_\_  
Trace Johannesen, *Mayor*

**ATTEST:**

\_\_\_\_\_  
Kristy Teague, *City Secretary*

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: May 6, 2024

2<sup>nd</sup> Reading: May 20, 2024



**Exhibit 'A'**  
*Article II, Park Land Dedication,  
 Chapter 38, Subdivisions,  
 Municipal Code of Ordinances*

TABLE 1. LAND AND EQUIPMENT COSTS

ANNUAL PRICE PER ACRE OF LAND	\$70,000.00
NEIGHBORHOOD PARK ACREAGE (ACRES)	11.00
<b>TOTAL LAND COST FOR A NEIGHBORHOOD PARK</b>	<b>\$770,000.00</b>
<b>TOTAL EQUIPMENT COST FOR A NEIGHBORHOOD PARK</b>	<b>\$720,000.00</b>
<b>TOTAL COST FOR A NEIGHBORHOOD PARK</b>	<b>\$1,490,000.00</b>

TABLE 2. FEE SCHEDULE

PARK DISTRICT	ULTIMATE DWELLING UNIT HOLDING CAPACITY	DWELLING UNIT DEDICATION FACTOR IN ACRES	CASH-IN-LIEU OF LAND FEES	PRO-RATA EQUIPMENT FEES	TOTAL ALTERNATIVE PARK FEES
1	594	0.0185	\$1,296.30	\$1,212.12	\$2,508.42
2	1,148	0.0096	\$670.73	\$627.18	\$1,297.91
3	1,350	0.0081	\$570.37	\$533.33	\$1,103.70
4	1,265	0.0087	\$608.70	\$569.17	\$1,177.87
5	1,278	0.0086	\$602.50	\$563.38	\$1,165.88
6	671	0.0164	\$1,147.54	\$1,073.03	\$2,220.57
7	1,446	0.0076	\$532.50	\$497.93	\$1,030.43
8	1,083	0.0102	\$710.99	\$664.82	\$1,375.81
9	1,451	0.0076	\$530.67	\$496.21	\$1,026.88
10	349	0.0315	\$2,206.30	\$2,063.04	\$4,269.34
11	1,085	0.0101	\$709.68	\$663.59	\$1,373.27
12	1,221	0.0090	\$630.63	\$589.68	\$1,220.31
13	782	0.0141	\$984.65	\$920.72	\$1,905.37
14	2,212	0.0050	\$348.10	\$325.50	\$673.60
15	1,234	0.0089	\$623.99	\$583.47	\$1,207.46
16	406	0.0271	\$1,896.55	\$1,773.40	\$3,669.95
17	2,844	0.0039	\$270.75	\$253.16	\$523.91
18	701	0.0157	\$1,098.43	\$1,027.10	\$2,125.53
19	996	0.0110	\$773.09	\$722.89	\$1,495.98
20	1,248	0.0088	\$616.99	\$576.92	\$1,193.91
21	1,006	0.0109	\$765.41	\$715.71	\$1,481.11
22	1,312	0.0084	\$586.89	\$548.78	\$1,135.67
23	1,178	0.0093	\$653.65	\$611.21	\$1,264.86
24	1,472	0.0075	\$523.10	\$489.13	\$1,012.23
25	1,313	0.0084	\$586.44	\$548.36	\$1,134.81
26	630	0.0175	\$1,222.22	\$1,142.86	\$2,365.08
27	1,756	0.0063	\$438.50	\$410.02	\$848.52
28	2,321	0.0047	\$331.75	\$310.21	\$641.96
29	3,965	0.0028	\$194.20	\$181.59	\$375.79
30	1,724	0.0064	\$446.64	\$417.63	\$864.27
31	2,266	0.0049	\$339.81	\$317.74	\$657.55
32	333	0.0330	\$2,312.31	\$2,162.16	\$4,474.47

**MARKET STUDY**  
**REAL PROPERTY APPRAISAL CONSULTING REPORT**

**Prepared For**  
**Travis Sales, Parks and Recreation Director**  
**City of Rockwall**  
**108 E. Washington**  
**Rockwall, Texas, 75087**

**MARKET STUDY**  
**Average Price Per-Acre of Land in the City of Rockwall**  
**The City of Rockwall, Rockwall County, Texas**  
**EFFECTIVE DATE OF CONSULTING ASSIGNMENT**  
**JANUARY 1, 2024**

**Prepared By**  
**Bryan E. Humphries & Associates**  
**4050 McKinney Avenue**  
**Suite 210**  
**Dallas, Texas 75204**

**BRYAN E. HUMPHRIES & ASSOCIATES**  
**REAL ESTATE VALUATION AND SERVICES**

January 23, 2024

Travis Sales, Park and Recreation Director  
City of Rockwall  
108 E. Washington  
Rockwall, TX 75807

Re: Average Price Per- Acre of Land in the City of Rockwall  
City of Rockwall, Rockwall County, Texas

Mr. Sales,

We are pleased to transmit this gross market study/real property appraisal consulting report that was prepared for the purpose of valuing typical parkland in the City of Rockwall. This parkland is typically +/- five acres and in the early stages of development. Please refer to identification of project on page 4 for further explanation of the project scope. This report is a gross market study (real property appraisal consulting report) and does not involve analysis of or the inspection of a physical subject property. The purpose of this gross market study is to derive an opinion of a fee simple market value of the average price per-acre of land in the City of Rockwall. The effective date of this gross market study is January 1, 2024.

The client should not conclude that an appraisal has been prepared, and this report should not be used for condemnation purposes. This consulting report is only intended to assist the City of Rockwall, in establishing a general value trend and current market value of the average price per- acre of land in the City of Rockwall.

4054 McKinney Avenue, Suite 210, Dallas, Texas 75204

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214/528-7584 E-Mail: [behinc@flash.net](mailto:behinc@flash.net) CELL 214/384-6411

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## CERTIFICATE

I certify that, to the best of my knowledge and belief,...

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

As of the date of the appraisal only, I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent on the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

Bryan Humphries has made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the persons signing this certificate.

I have performed a previous appraisal (1/1/13, 1/1/14, 1/1/15, 1/1/16, 1/1/17, 1/1/18, 1/1/19, 1/1/20, 1/1/21, 1/1/22 & 1/1/23) involving the subject property within the three years prior to this assignment.

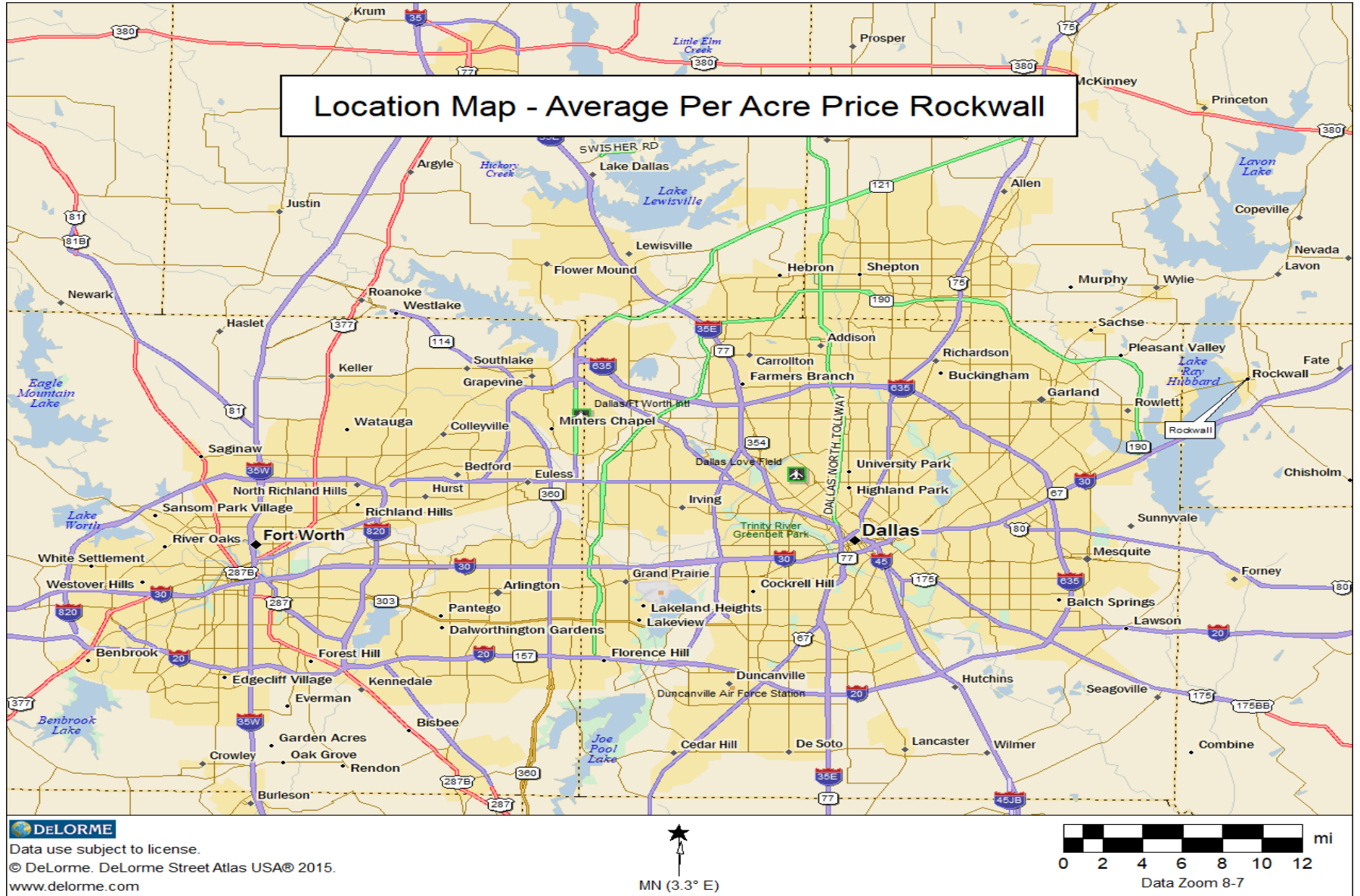
The report analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this Study, I have completed the requirements of the continuing education program of the Appraisal Institute.



Bryan Humphries, MAI, TX-1320676-G



## **GENERAL INFORMATION & SCOPE OF WORK**

### Identification of Subject and Project

The subject property is a typical, underdeveloped, Parcel in the City of Rockwall. The parcel represents the average size of a residential tract in the City of Rockwall or approximately +/- five acres. From time to time, developers must dedicate land to the City of Rockwall in order to meet the need for park land in the area. If the dedication is not feasible, the developers must then give the City cash in lieu of land that is reflective of typical residential land in Rockwall. The client has indicated that this average residential land is typically +/-5 acres and in the early stages of development.

### Inspection Information, Effective Date and Date of Report

This analysis does not involve a physical subject property, only a hypothetical property, thus no inspection is required. The effective date of the assignment is January 1, 2024. The date of the report is the date of the signature on the first page of this report. Unless otherwise stated, all factors pertinent to a determination of value are considered as of this date.

### Identification of the Client/Intended User

This real property appraisal consulting report is prepared for the City of Rockwall, Mr. Travis Sales, 108 E. Washington, Rockwall, Texas 75087. Any other use or users are not intended or authorized.

### Objective of the Assignment/Intended Use

This consulting assignment is only intended to assist the client in establishing an average price per-acre of land. The client should not conclude that an appraisal has been prepared, and this report should not be used for condemnation purposes.

## General Information & Scope of Work, continued

### Appraisal Report Option

This is a real property appraisal consulting assignment that complies with the reporting requirements set forth under Standard 5 of the *Uniform Standards of professional Appraisal Practices (USPAP)*. As such, it presents sufficient information to enable the client and other intended users, as identified, to understand it properly. The depth of discussion contained in this report is specific to the needs of the client and the intended users of this property appraisal consulting report.

### Analysis Overview

As part of this consulting assignment, we have completed the following steps to gather, confirm, and analyze the data.

- ▶ Physically inspected the subject markets and the surrounding neighborhoods.
- ▶ Collected factual information about the surrounding market and confirmed that information with various sources.
- ▶ Collected market information needed to consider the three traditional approaches to value: Cost approach, sales comparison approach and income capitalization approach (if applicable).
- ▶ Prepared a real property appraisal consulting report setting forth the conclusion derived in this analysis as well as a summary of the information upon which the conclusions are based.

### Extraordinary Assumptions

An extraordinary assumption is something that is assumed to be true, but it is not certain. If it turns out to be untrue, the value conclusion could be impacted. Extraordinary assumptions are those assumptions that are specific to the assignment, as opposed to general assumptions, which could be applicable to any assignment. In this assignment, we have assumed typical general assumptions and limiting conditions as cited above. In this particular assignment, the following extraordinary assumptions were made:

- ▶ Sales and listing data obtained from the Multiple Listing Service is deemed to be sufficiently reliable data to establish overall market trends and the current market value of an average, price per-acre of land. While some knowledgeable real estate brokers and salespeople have been contacted to obtain and confirm data, the reader should be aware that not all of the sales and listing data analyzed was independently confirmed.

## General Information & Scope of Work, continued

- ▶ The client should not conclude that an appraisal has been prepared, and this consulting report should not be used for condemnation purposes. This gross market study (real property appraisal consulting report) is only intended to assist the City of Rockwall in establishing a general value trend and current market value of an average price per-acre in the City of Rockwall.
- ▶ The purpose of this consultation report is to establish the average price per acre of park land in the City of Rockwall. The typical land tract is considered to be +/- 5 Acres. However, it is beyond the scope of this consultation report to estimate the actual costs of adjacent street and site utilities as stated in the ordinance (see addenda).

## Jurisdictional Exceptions

The Jurisdictional Exception Rule provides for severability preserving the balance of the *Uniform Standards of Professional Appraisal Practice (USPAP)*. If one or more parts of *USPAP* are “contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction.” According to *USPAP*, “A law means a body of rules with binding legal force established by the controlling governmental authority.” This includes federal and state constitutions, legislative and court made law, administrative rules, regulations and ordinances. In this assignment, there are no known conflicts of law or public policy that disregard the *USPAP*.

## Hypothetical Conditions

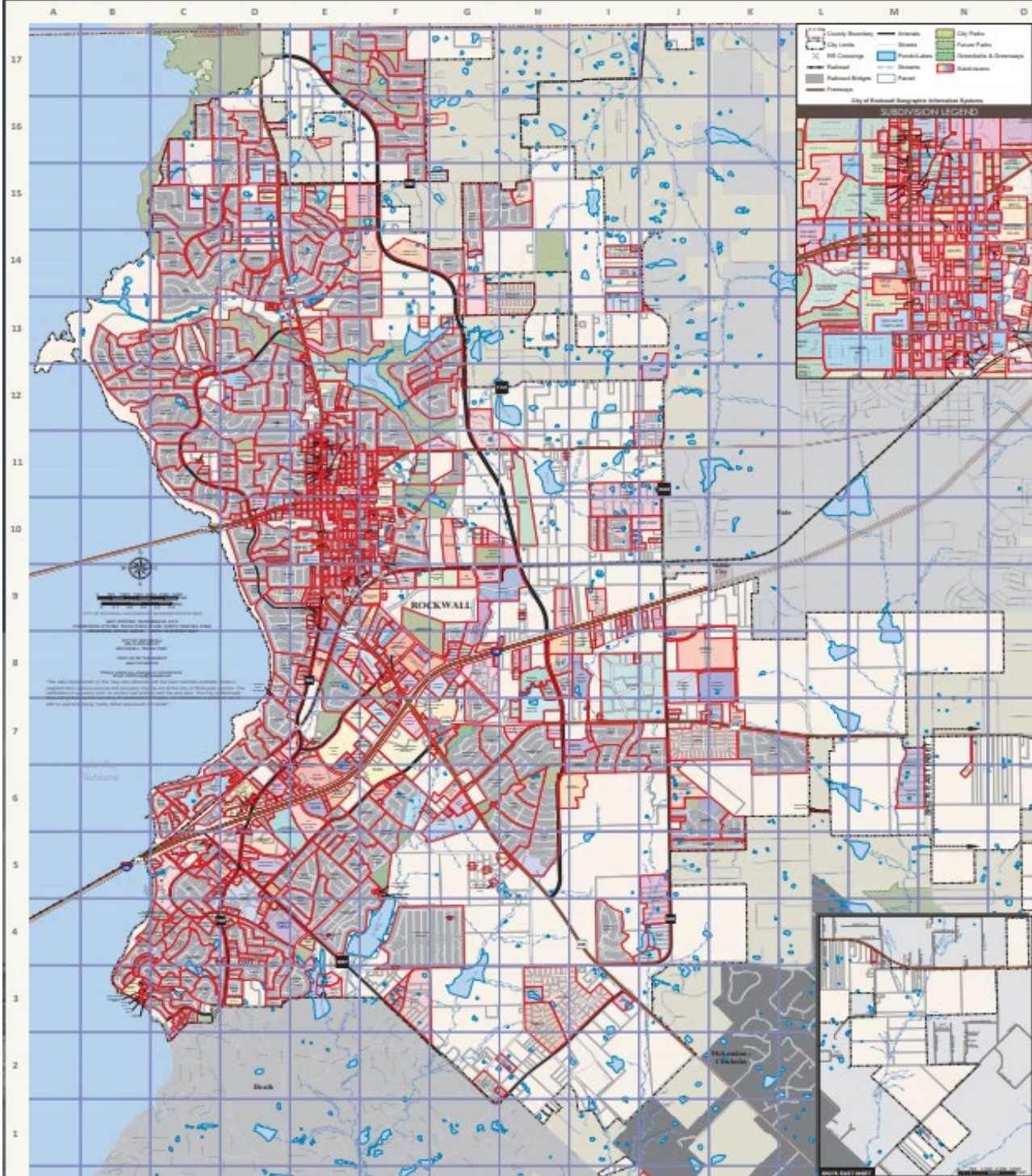
A hypothetical condition is that which is contrary to what exists but is supposed for the purpose of analysis. In this particular assignment, the following hypothetical condition was made:

For purposes of this analysis, the subject property is a hypothetical, undeveloped, parcel in the City of Rockwall.



# SUBDIVISION MAP

# 2020



## Residential Market Analysis

### Boundaries

The neighborhood boundaries are generally defined as follows:

City of Rockwall (Urban)

Outlying areas of the City of Rockwall (Suburban)

### Development Activities and Trends

Residential development comprises approximately  $\pm 80\%$  of the development in Rockwall. According to ESRI, the median 2023 home value within a 1-mile, 3-mile, and 5-mile radius of the Subject is \$270,752, \$299,086, and \$307,877 respectively.

Recent single family building permit activity in Rockwall County summarized as follows. Data provided by Texas A & M Real Estate Center.

<b>Rockwall County Single Family Building Permits</b>				
<b>Year</b>	<b>Units</b>	<b>% Change</b>	<b>Average Value</b>	<b>% Change</b>
2000	955	-	\$194,400	-
2001	1,267	32.7%	\$171,000	-12%
2002	1,224	-3.4%	\$171,000	0.0%
2003	1,219	-0.4%	\$168,500	-1.5%
2004	1,598	31.1%	\$168,100	-0.2%
2005	1,756	9.9%	\$183,400	9.1%
2006	1,190	-32.2%	\$201,800	10.0%
2007	759	-36.2%	\$240,200	19.0%
2008	589	-22.4%	\$192,800	-19.7%
2009	545	-7.5%	\$166,500	-13.6%
2010	489	-10.3%	\$200,800	20.6%
2011	411	-16.0%	\$233,800	16.4%
2012	675	+64.2%	\$247,700	5.9%
2013	741	+9.8%	\$256,900	3.7%
2014	965	+30.2%	\$288,800	12.4%
2015	1046	+8.4%	\$284,600	-1.5%
2016	1116	+6.7%	\$317,000	11.4
2017	1468	+31.5%	\$293,700	-7.4%
2018	1517	+3.3%	\$305,200	+3.9%
2019	1283	-15.4%	\$325,800	6.7%
2020	2306	+79.7%	\$315,100	-3.3%
2021	2830	+22.7%	\$268,400	-14.8%
2022	2497	-11.8%	\$296,900	+10.6%
YTD 11/23	1475	-49.0%	\$323,536	+9.0%

As indicated by the preceding chart, new single family home activity peaked in 2005 at 1,756 permits. Building permit activity dropped significantly in 2006, 2007, and 2008, but slowed to 7.5% in 2009. New construction continued to decline in 2010, but appears to have bottomed in 2011 with 411 homes as 487 building permits were issued through September 2012. For 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 & 2021 permits have rebounded significantly. For 2022 & 2023 permits have decreased due to increases in interest rates.

Residential Market Analysis, continued

Demographic Trends

Population growth in Rockwall County had been slow in relation to the Dallas-Fort Worth CMSA after Lake Ray Hubbard was impounded in the 1960’s. That changed when IH-30 was upgraded and the bridge widened in the 1990s. While the entire county has benefited, most of the growth has taken place along or near IH-30, and from west to east. Access remains an important factor in Rockwall County’s growth pattern.

Area	1980	1990	2000	2010	2010 to 2023 Compounded Annual %Change	Estimated 2023
City of Fate	NA	477	463	6,357	11.0%	24,786
City of Heath	1,459	2,108	4,149	6,921	3.2%	10,363
City of Rockwall	5,939	10,486	17,976	37,490	2.4%	51,054
City of Rowlett	7,522	23,260	44,503	56,199	1.3%	66,212
City of Royse City	1,566	2,206	2,957	9,349	6.0%	19,984
Rockwall County	14,528	25,600	43,080	78,337	3.6%	124,734

Source: U.S. Bureau of the Census & State of Texas

The population in the City of Rockwall increased 2.4% compounded annually from 2010 to its 2023 level of 51,054. The Rockwall County population grew 3.6% compounded annually to 124,734 during the same period.

Demographics

The following chart summarizes demographic data in the Subject Neighborhood. The data was provided by ESRI, Inc., and is based on demographics in a 1,3, and 5-mile radius from the Subject Property.

Residential Market Analysis, continued

<b>2010-2023 Demographic Data (Source, ERSI, Inc.)</b>			
<b>Item</b>	<b>1 Mile</b>	<b>3 Mile</b>	<b>5 Mile</b>
2010 Population	3,651	32,412	71,164
2023 Population	5,436	39,019	97,691
2010-2023 Pop. Growth Rate- annually	3.1%	1.4%	2.5%
Projected 2028 Population	5,664	41,409	106,937
Projected 5-Year Growth Rate- annually	.8%	1.2%	1.8%
2023 Households	2,483	14,372	33,227
2023 Average Household Size	2.15	2.69	2.86
2023 Median Household Income	\$78,403	\$107,756	\$114,132
2023 Average Household Income	\$101,441	\$132,443	\$142,548
2023 Per Capita Income	\$45,659	\$48,512	\$48,976
2023 Housing Units	2,662	15,281	35,217
2023 Owner Occupied Housing Units	34%	73%	84%
2023 Renter Occupied Housing Units	66%	27%	16%
2023 Vacant Housing Units	7%	6%	5%
Projected 2028 Housing Units	2,854	16,608	39,086
2023 Median Home Value	\$270,752	\$299,086	\$307,877

The following data is compiled from the North Texas Real Estate Information Systems and analyzed by the Real Estate Center at Texas A&M University. According to the data as of December 2023 (includes residential, commercial and farm and ranch land) the number of closed transactions year-to-date for lots and vacant land in the Rockwall market area has decrease 28% and the average price has decreased 59%. The average sold to list price has decreased 7% and the average days on market has increased 2%. The months inventory increased by 117%

<b>Year-to-Date Sales Closed by Area for: December 2023</b>								
<b>Lots and Vacant Land</b>								
<b>Area</b>	<b>Sales</b>	<b>%Change Year Ago</b>	<b>Dollar Volume</b>	<b>% Change Year Ago</b>	<b>Average Price</b>	<b>% Change Year Ago</b>	<b>Median Price</b>	<b>% Change Year Ago</b>
Rockwall Co.	94	-28%	\$28,985,806	-59%	\$308,360	-40%	\$244,969	-3%

Residential Market Analysis, continued

<b>Year-to-Date Sales Closed by Area for: December 2023</b>						
<b>Lots and Vacant Land</b>						
Area	Sold to List Price	% Change Year Ago	Months Inventory	% Change	DOM	% Change Year Ago
Rockwall Co.	87%	-7%	13	+117%	93	+2%

The following data is also compiled from the North Texas Real Estate Information Systems and analyzed by the Real Estate Center at Texas A&M University. According to the data as of December 2023 the number of closed transactions year-to-date for single family residences in the Rockwall market area decreased -3% and the average price decreased by -1%. The average days on market has increased 113%.

<b>Year-to-Date Sales Closed by Area for: December 2023</b>								
<b>Single Family</b>								
Area	Sales	%Change Year Ago	Dollar Volume	%Change Year Ago	Average Price	% Change Year Ago	Median Price	% Change Year Ago
Rockwall Co.	2,370	-3%	\$1,193,699,237	-4%	\$503,671	-1%	\$423,218	-2%

Area	Sold to List Price	%Change Year Ago	DOM	% Change Year Ago	Months Inventory	% Change Year Ago
Rockwall Co.	94%	-5%	68	+113%	3.0	+36%



## Residential Market Analysis, continued

### Conclusions

Rockwall has shown strong population growth over the past twenty years and employment trends are positive. The area is rapidly being developed with commercial and residential uses. In the future, Rockwall County is anticipated to be a strong growing area of the Metroplex. The neighborhood is considered to be in a growth life stage and the overall aspects are considered to be good.

## DATA ANALYSIS

### Description and Analysis of the Subject

For purposes of this analysis, the subject property is a typical, undeveloped, parcel in the City of Rockwall. According to the client, the City of Rockwall will be using the data to value parklands ranging in size from 1 to 10 acres. The client instructed the appraisers to base adjustments on a typical +/- 5-acre residential parcel in the early stages of development.

### Description of the Data and Analysis

The purpose of this analysis is to determine the average value of a residential, undeveloped, parcel within the City of Rockwall. The parcel is assumed to have paved street access, utilities and to be in the early stages of development.

Sales and listing data was obtained from the NTREIS Multiple Listing Service. Our queried data included all residential land sales from one tenth of an acre to twenty acres in the City of Rockwall. Included within the data are land sales of parcels improved with typical subdivision infra-structure (i.e. paved streets, utilities, engineering, platting, etc.) and those that do not have these improvements. These sales have been adjusted to reflect their condition above and below the average undeveloped parcel. Within our analysis we have also considered historical land sale prices and trends as these are good indicators of current prices and prices going forward and provide a helpful frame of reference for the overall market. Other factors considered and adjusted for within the sales data include parcel size and location.

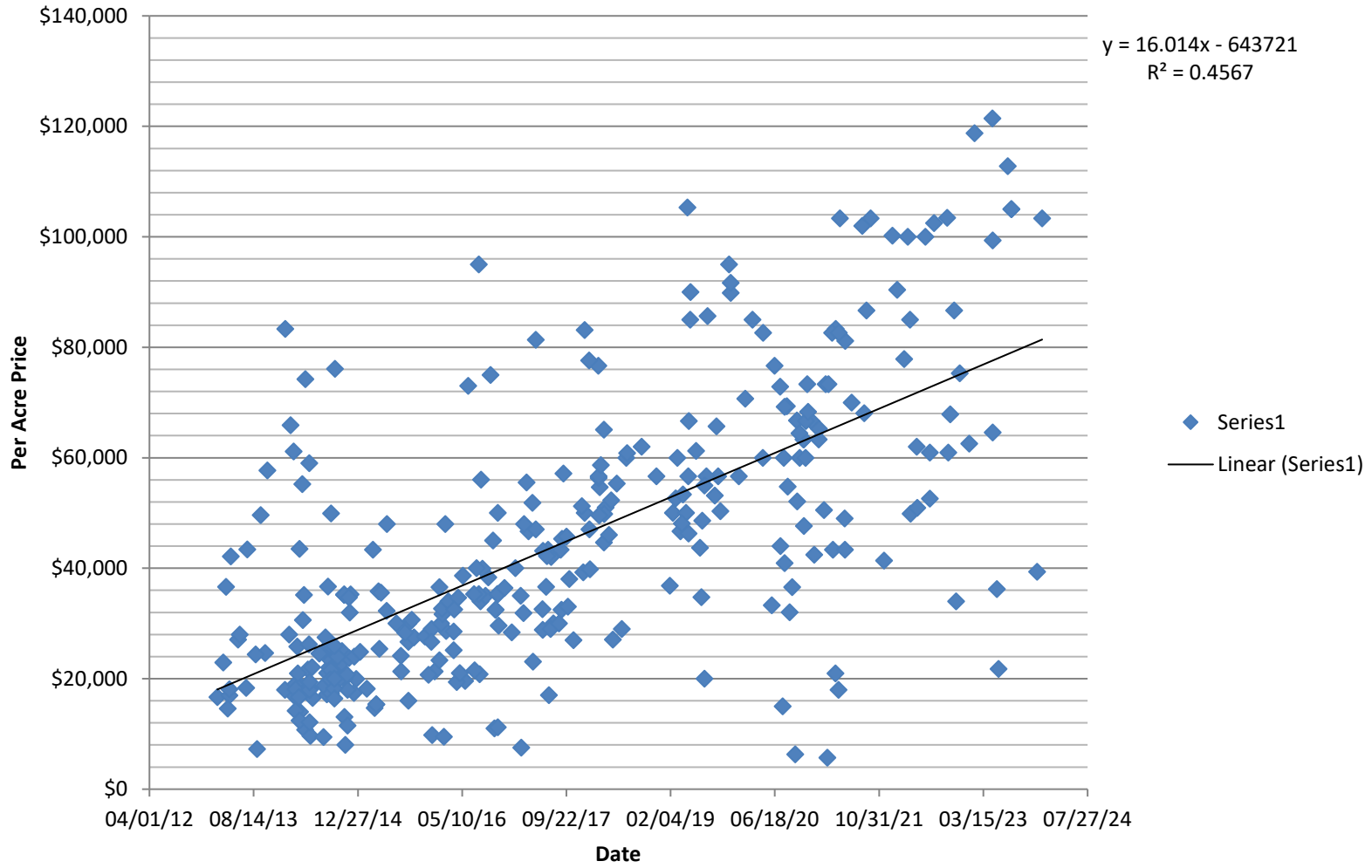
Our queries presented the following raw data. The data is not adjusted to reflect the average, undeveloped parcel. The raw average price per acre is heavily biased and influenced by sales of lake front lots.

	2015	2016	2017	2018	2019	2020	2021	2022	2023
Total Sales	92	84	61	57	55	46	52	52	38
Sale to List Ratio	97%	93%	93%	92%	93%	95%	95%	94%	88%
Avg. Price Per Acre	\$80,105	\$84,744	\$170,548	\$163,339	\$128,74	\$192,133	\$193,062	\$307,916	\$363,259
Avg. Days on Market	255	247	184	225	113	91	120	186	131
Percentage of Sales Under 1 Acre	57%	48%	41%	40%	40%	33%	30%	44%	53%

### Data Analysis, continued

A trend analysis of the raw price per acre of lot sales listed in MLS from 2010 to 2023 suggests the price trend is to be increasing. The Trend Line graph is shown on page 15. However, little weight should be given in this data as it is heavily upward biased because of small lots located on or near the lake which sale at a premium price due to location and higher unit prices due to economies of scale. Likewise, at the other end of the spectrum, a few sales sold for \$300,000+ an acre. Only lot sales stated by MLS to be in the City of Rockwall were considered. To reduce the skewing in the data for the 2010 thru 2023 time period, the data set is narrowed to sales greater than 1.00 acres and up with a price less than +/- \$125,000. The following chart reflects the trend of these sales. The data indicates that the lots sales from 2010 to 2023 had an increasing trend. From 2010, the typical price per acre was  $\pm$  \$20,000, the price per acre increase to  $\pm$  \$82,512 in 2023. The average per acre price was \$41,113 for the period 2010 to 2023.

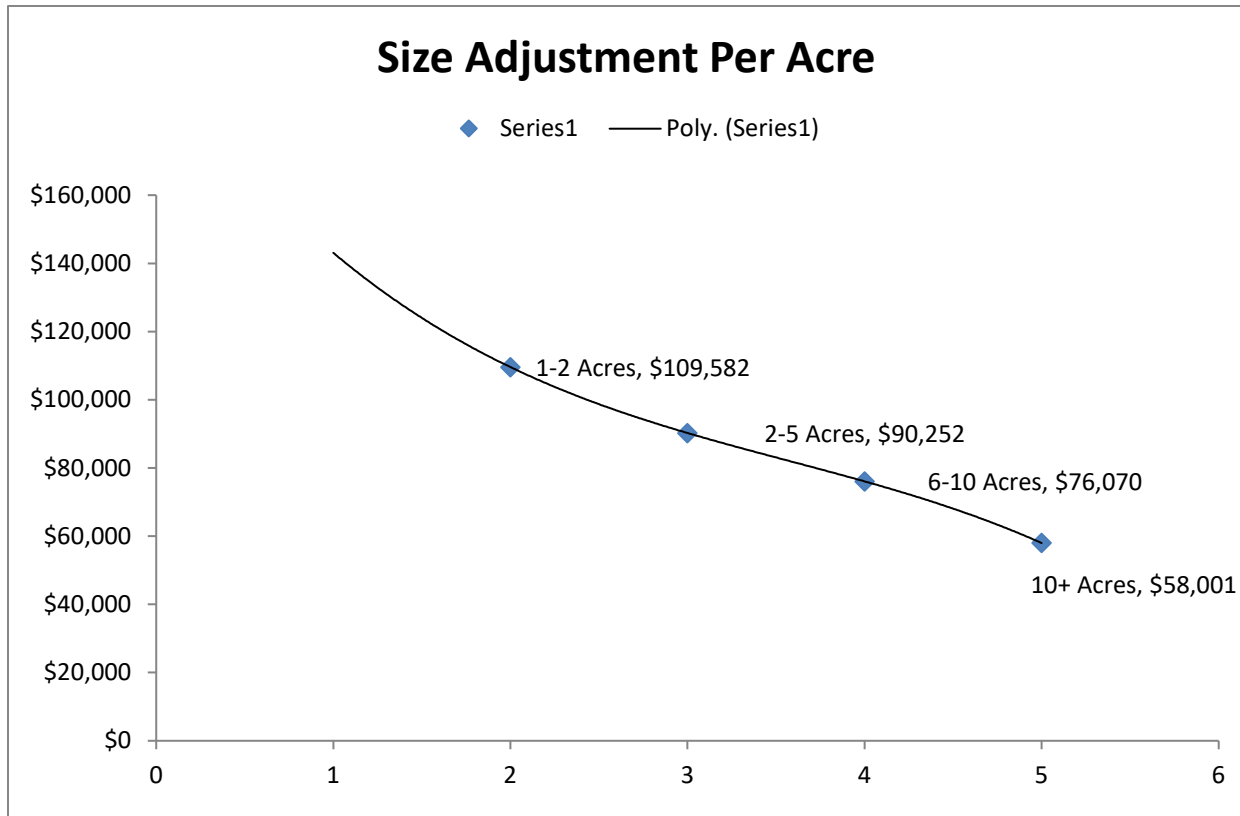
# 2010 - 2023 Raw Per Acre Sales



Data Analysis, continued

The most recent sales of lots are the 2023 data set and our analysis will focus on the 2023 sales . This data set contains 12 sales that MLS lists as in the City of Rockwall. The sales are all greater than 1.00 Acre and less than \$125,000/acre.

The following chart represents the size versus price per acres trend of the 2023 data set.

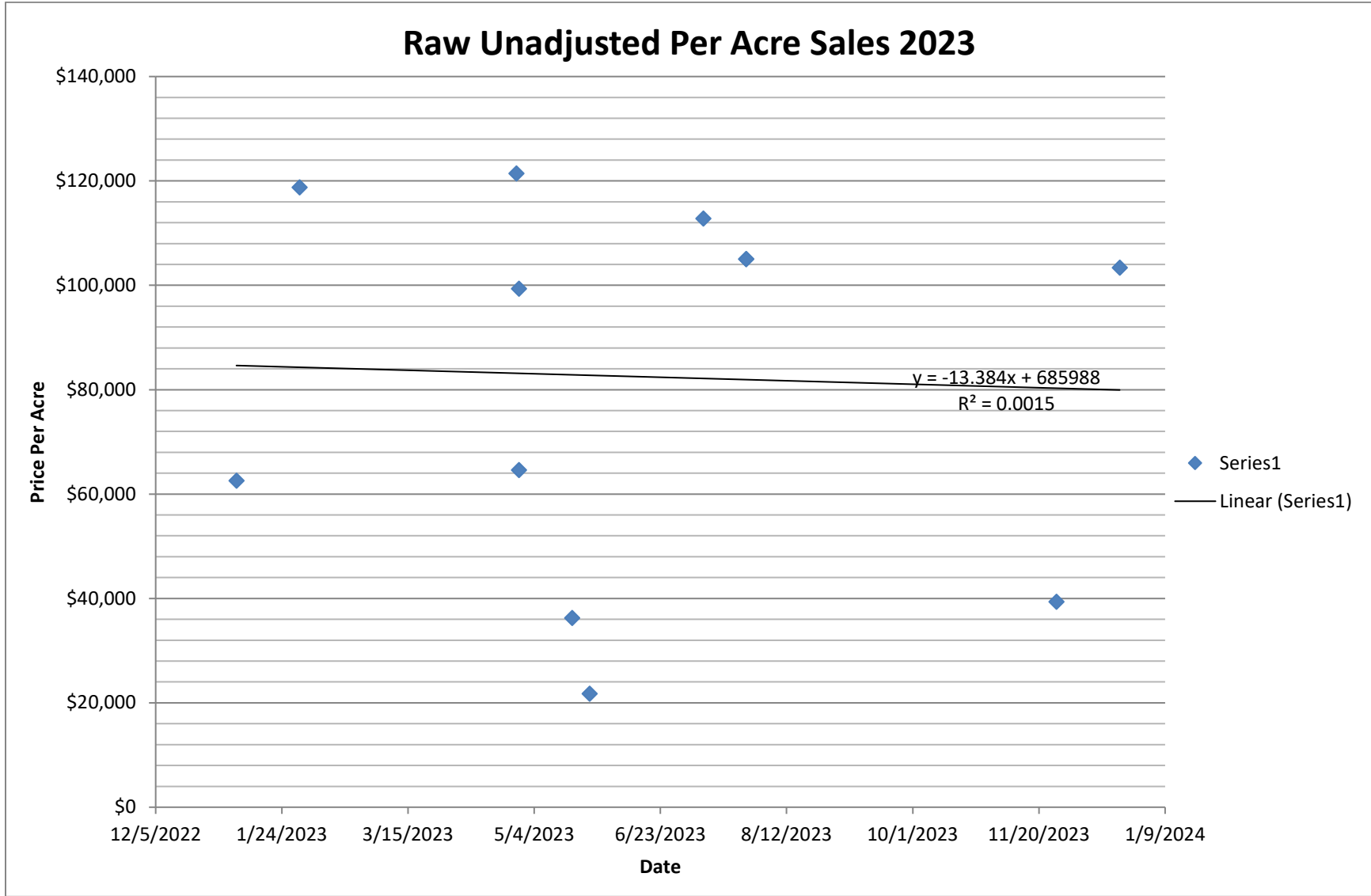


The size adjustment trend line indicates a size adjustment for sales both larger and smaller than the Subject’s +/- 5 acres. Seven of the sales are greater than 2 Acres and less than 10 Acres. No size adjustment will be made to these sales. Three sales are larger than 1 Acre up to approximately 2 Acres. These sales will be adjusted downward for size. Two sales are greater than 10 Acres and will be adjusted upward for size.

Following are two charts. The first shows the 2023 per acre raw lot sales date unadjusted. This chart shows the data between  $\pm$ \$22,000 per acre price to a  $\pm$ \$121,500 per acre price. The average 2023 per acre price was \$82,512/Acre. The trend line indicates that the price per acre at the beginning of 2023 was +/- \$82,000/Acre and at the end of 2023 was +/- \$80,000/Acre.



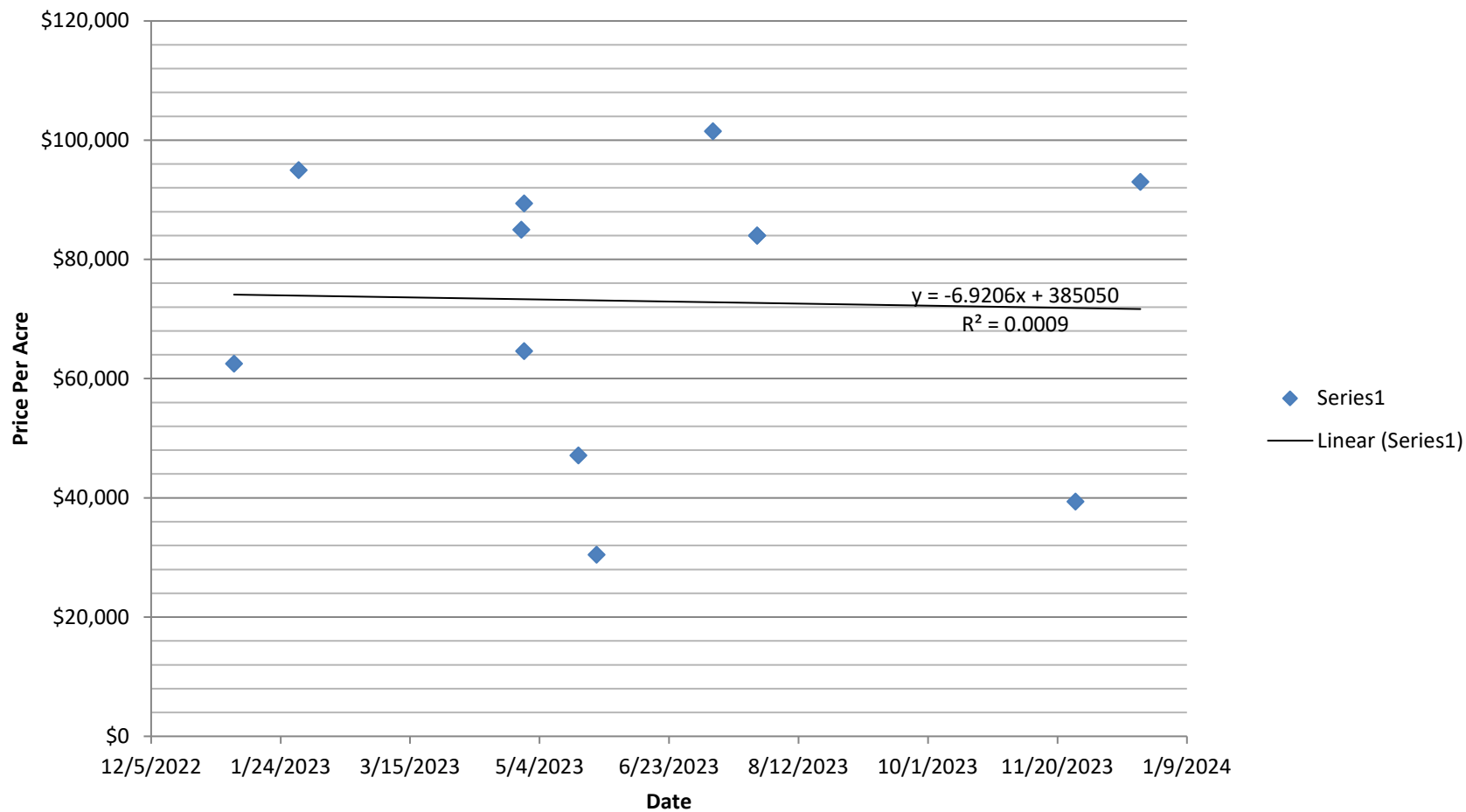
# Raw Unadjusted Per Acre Sales 2023



Data Analysis, continued

The second chart represents the 2023 data after adjustments for size, location, and infrastructure. The location and infrastructure adjustments considered information included in the detail MLS write up sheets on each sale. As shown on the chart, the data is represented in a range from  $\pm$  \$30,500/Acre to  $\pm$ \$101,500/Acre. The average for the adjusted data was  $\pm$  \$73,000/Acre. The trend line indicates the price per acre at the beginning of 2023 was  $\pm$  \$74,000/Acre and at the end of 2023 was  $\pm$ \$72,000/Acre.

### 2023 Adjusted Price Per Acre



Data Analysis, continued

Conclusions

For the years prior to mid-2022, lot sales actively has been improving for both the number of sales as well as the price. However, since mid-2022 interest rates have been increasing, reducing the number of lot sales dramatically. Lot prices during this period appear to have remained stable to slightly declining.

The following list a summary of our data findings over the past years.

Average Per Acre Price 2010 to 2023 Unadjusted:	\$41,113/Acre
Average Per Acre Price 2023 Unadjusted:	\$82,512/Acre
Average per Acre Price 2022 Adjusted for Location, Infrastructure and Size:	\$73,000/Acre

The adjusted 2023 data represents the most recent range of lot sales. Based upon our analysis and conclusions, subject to parameters defined, my opinion of the average market value price per acre of residential land in the City of Rockwall as of 1/1/2024 is:

**\$70,000/Acre**

Respectfully Submitted,



Bryan Humphries, MAI, TX-1320676-G

## **SUMMARY OF QUALIFICATIONS - Bryan E. Humphries, MAI**

### Currently

Owner, BRYAN E. HUMPHRIES, INC.

### Experience

Over 40-years of experience in the appraisal of real properties, including commercial, multi-family, industrial, and special purpose properties, for mortgage bankers, savings and loan associations, insurance companies, attorneys, private individuals, public utilities, and governmental agencies.

Primary areas of concentration during the last five years include the appraisal of multi-family and office properties. Additional experience includes ownership and management of various multi-family and office properties.

### Education

Graduated from Texas Tech University in 1974: B.B.A. Business

Graduated from Texas Tech University in 1976: M.S. Finance

Completed college, SREA, and AIREA courses in real estate appraisal

Qualified as "Expert" in real estate valuation in various courts

### Professional Designations and Affiliations

MAI                      Member (#6514), Appraisal Institute

AI                        Admissions Committee, North Texas Chapter 17, 1983-1992 (Chairman, 1989-1990); National Admissions Review (1994-1996); Education Committee (1988); Region 8 Representative (1994, 1996, 1997, 2002); North Texas Chapter 17 Board of Directors (1993 - 1995; 1999 – 2001), Appraisal Institute National Screener (1996-2005), Appraisal Institute Advisor (2014-2023)

Broker                 Licensed Broker (#216136-12), Texas Real Estate Commission

State Certified        Texas State Certified - General Real Estate Appraiser (#TX 1320676-G)

Member                North Texas Commercial Association of Realtors

Member                Real Estate Financial Executive Association

Member                National Association of Realtors



BRYAN EDWARD HUMPHRIES  
4054 MCKINNEY AVE #210  
DALLAS, TX 75204



## Certified General Real Estate Appraiser

Appraiser: **BRYAN EDWARD HUMPHRIES**

License #: **TX 1320676 G**

License Expires: **05/31/2025**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:  
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at [www.talcb.texas.gov](http://www.talcb.texas.gov).

  
Chelsea Buchholtz  
Commissioner

## **ASSUMPTIONS AND LIMITING CONDITIONS**

1. It is assumed that title to the property herein appraised is good and merchantable, and in fee simple. The value is reported without regard to questions of title, boundaries, encroachments, environmental regulations, licenses, or other matters of a legal nature unless noncompliance has been stated, defined, and considered in the appraisal report.
2. The value is estimated under the assumption that there will be no international or domestic political, economic, or military actions that will seriously affect real estate values throughout the country.
3. Certain information concerning market and operating data was obtained from others. This information is verified and checked, where possible, and is used in this appraisal only if it is believed to be accurate and correct. However, such information is not guaranteed. Dimensions and areas of the Subject Property and of the comparables were obtained by various means and are not guaranteed to be exact.
4. Real estate values are influenced by a number of external factors. The information contained herein is all of the data we consider necessary to support the value estimate. We have not knowingly withheld any pertinent facts, but we do not guarantee that we have knowledge of all factors, which might influence the value of the Subject Property. Due to rapid changes in external factors, the value estimate is considered to be reliable only as of the date of the appraisal.
5. Opinions of value contained herein are estimates. This is the definition of an appraisal. There is no guarantee, written or implied, that the Subject Property will sell for the estimated value. The estimated value assumes that the property is under responsible ownership and has competent and prudent management.
6. The appraiser will not be required to provide testimony or attendance in court or before other legal authority by reason of this appraisal without prior agreement and arrangement between the employer and the appraiser.
7. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any opinions, analyses, or conclusions concerning value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or the M.A.I. or SRA Designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, prospectus for securities, or any other public means of communication without prior written consent and approval of the undersigned.

Assumptions & Limiting Conditions, continued

8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable, except as stated in this report. No responsibility is assumed for such conditions or for engineering, which may be required to discover them. It is assumed that a prudent owner/buyer would allow inspection of the property by a qualified soils or structure engineer if conditions so required.
9. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the land. The allocation of value for land and improvements, if presented, must not be used in conjunction with any other appraisal and are invalid if so used.
10. Estimates of costs to cure deferred maintenance are difficult at best. Contractors approach such problems in various ways. The estimates, if any, provided within this report are probable costs given current market conditions, available information, and the appraiser's expertise.
11. No environmental impact studies were requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, and/or rescind the value opinions based upon any subsequent environmental impact studies, research, or investigation.
12. This appraisal was prepared by Bryan E. Humphries & Associates and consists of trade secrets and commercial or financial information, which is privileged and confidential and is exempted from disclosure under 5 U.S.C. 552 (b) (4). Please notify Bryan E. Humphries & Associates of any request of reproduction of this appraisal.
13. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such condition, or for any expertise or engineering knowledge required to discover them.

Assumptions & Limiting Conditions, continued

14. Anyone acting in reliance upon the opinions, judgments, conclusions, or data contained herein, who has the potential for monetary loss due to the reliance thereon, is advised to secure an independent review and verification of all such conclusions and/or facts.

The user agrees to notify the appraiser prior to any irrevocable loan or investment decision of any error, which would reasonably be determined from a thorough and knowledgeable review.

15. By acceptance and use of this report, the user agrees that any liability for errors, omissions or judgment of the appraiser is limited to the amount of the fee charged.

16. The limiting condition relating to the ADA is as follows:

This appraisal has not considered the effects of the enactment of the Americans with Disabilities Act of 1990 (ADA), which initially became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. Standards of this act are designed to provide access to all public facilities to all persons, regardless of mobility limitations. The act provides forceful encouragement for commercial establishments to enhance their accessibility and requires that renovations after this date fully comply with the access standards established by the Architectural and Transportation Barriers Compliance Board. Enhancements to buildings must be readily achievable and able to be carried out without much difficulty or expense. The act recognizes that "readily achievable" is different for companies depending on their resources. The first priority is to provide access from sidewalks, parking and transportation areas, with the second priority being to provide access to areas where goods and services are available to the public. Finally, access to restroom facilities must accommodate all persons. The modifications and costs that may be necessary for the property to conform to ADA can be ascertained only by a qualified architect. Should such a study be undertaken, and should the retrofit costs, if any, become known, then the appraisers reserve the right to re-evaluate the Subject Property.

## PARKS DISTRICT WORKSHEET

LAST UPDATED: 02.22.2023

= FIELDS TO UPDATE ANNUALLY

ANNUAL PRICE PER ACRE OF LAND	\$70,000.00
NEIGHBORHOOD PARK ACREAGE (ACRES)	11
TOTAL LAND COST FOR A NEIGHBORHOOD PARK	\$770,000.00
<hr/>	
TOTAL EQUIPMENT COST FOR A NEIGHBORHOOD PARK	\$720,000.00
<hr/>	
TOTAL COST FOR A NEIGHBORHOOD PARK	\$1,490,000.00

TABLE 2. FEE SCHEDULE

PARK DISTRICT	ULTIMATE DWELLING UNIT HOLDING CAPACITY	DWELLING UNIT DEDICATION FACTOR IN ACRES
1	594	0.0185
2	1,148	0.0096
3	1,350	0.0081
4	1,265	0.0087
5	1,278	0.0086
6	671	0.0164
7	1,446	0.0076
8	1,083	0.0102
9	1,451	0.0076
10	349	0.0315
11	1,085	0.0101
12	1,221	0.0090
13	782	0.0141
14	2,212	0.0050
15	1,234	0.0089
16	406	0.0271
17	2,844	0.0039
18	701	0.0157
19	996	0.0110
20	1,248	0.0088
21	1,006	0.0109
22	1,312	0.0084
23	1,178	0.0093
24	1,472	0.0075
25	1,313	0.0084
26	630	0.0175
27	1,756	0.0063
28	2,321	0.0047
29	3,965	0.0028
30	1,724	0.0064
31	2,266	0.0049
32	333	0.0330



**CASH-IN-LIEU OF LAND FEES****PRO-RATA EQUIPMENT FEES****TOTAL ALTERNATIVE PARK FEES**

\$1,296.30	\$1,212.12	\$2,508.42
\$670.73	\$627.18	\$1,297.91
\$570.37	\$533.33	\$1,103.70
\$608.70	\$569.17	\$1,177.87
\$602.50	\$563.38	\$1,165.88
\$1,147.54	\$1,073.03	\$2,220.57
\$532.50	\$497.93	\$1,030.43
\$710.99	\$664.82	\$1,375.81
\$530.67	\$496.21	\$1,026.88
\$2,206.30	\$2,063.04	\$4,269.34
\$709.68	\$663.59	\$1,373.27
\$630.63	\$589.68	\$1,220.31
\$984.65	\$920.72	\$1,905.37
\$348.10	\$325.50	\$673.60
\$623.99	\$583.47	\$1,207.46
\$1,896.55	\$1,773.40	\$3,669.95
\$270.75	\$253.16	\$523.91
\$1,098.43	\$1,027.10	\$2,125.53
\$773.09	\$722.89	\$1,495.98
\$616.99	\$576.92	\$1,193.91
\$765.41	\$715.71	\$1,481.11
\$586.89	\$548.78	\$1,135.67
\$653.65	\$611.21	\$1,264.86
\$523.10	\$489.13	\$1,012.23
\$586.44	\$548.36	\$1,134.81
\$1,222.22	\$1,142.86	\$2,365.08
\$438.50	\$410.02	\$848.52
\$331.75	\$310.21	\$641.96
\$194.20	\$181.59	\$375.79
\$446.64	\$417.63	\$864.27
\$339.81	\$317.74	\$657.55
\$2,312.31	\$2,162.16	\$4,474.47

CITY OF ROCKWALL

ORDINANCE NO. 24-15

SPECIFIC USE PERMIT NO. S-330

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A *PRIVATE TENNIS COURT* ON A 2.522-ACRE PARCEL OF LAND IDENTIFIED AS LOT 4, BLOCK C, THE ESTATES OF COAST ROYALE #1 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBITS 'A' AND '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 Preston Harris of Harris Family Lake House, LLC for the approval of a *Specific Use Permit (SUP) for Private Tennis Courts (Pickleball Courts)* on a 2.522-acre parcel of land identified as Lot 4, Block C, The Estates of Coast Royale #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, situated within the Scenic Overlay (SOV) District, addressed as 1722 Ridge Road, and more fully described and depicted in *Exhibits 'A' and '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. 20-02*] 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. 20-02*] of the City of Rockwall, Texas, as heretofore amended, be and the same are hereby amended so as to grant a Specific Use Permit allowing for the establishment of a *Private Tennis Court* in a Single Family 10 (SF-10) District as stipulated by, Article 04, *Permissible Uses*, and Article 05, *District Development Standards*, of the Unified Development Code [*Ordinance No. 04-38*] on the *Subject Property*; and

**SECTION 2.** That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 03.01, *General Residential District Standards*, and Subsection 03.07, *Single-Family 10 (SF-10) District*, of Article 05, *District Development Standards*, of the Unified Development

Code (UDC) [Ordinance No. 20-02] -- as heretofore amended and may be amended in the future -- and with the following conditions:

## 2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *Private Tennis* court on the *Subject Property* and conformance to these requirements is necessary for continued operations:

- (1) The *Private Tennis Court (Pickleball Court)* shall maintain conformance to *Exhibits 'A' and 'B'* of this ordinance.
- (2) All exterior lights placed or erected on the *Private Tennis Court (Pickleball Court)* shall be directed down. In addition, the lights shall be of the shielded type luminaries and installed so as to not to produce harsh, bright light or direct illumination across the property line from a visible source of illumination so as not to create a traffic hazard or public nuisance.
- (3) The applicant shall have 90-days to obtain a building permit for the *Private Tennis Court (Pickleball Court)*.

## 2.2. COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require compliance to the following:

- (1) Upon obtaining a building permit, should the property owner operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [Ordinance No. 20-02].

**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 6<sup>th</sup> DAY OF MAY, 2024.**

\_\_\_\_\_  
Trace Johannesen, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristy Teague, City Secretary

**APPROVED AS TO FORM:**

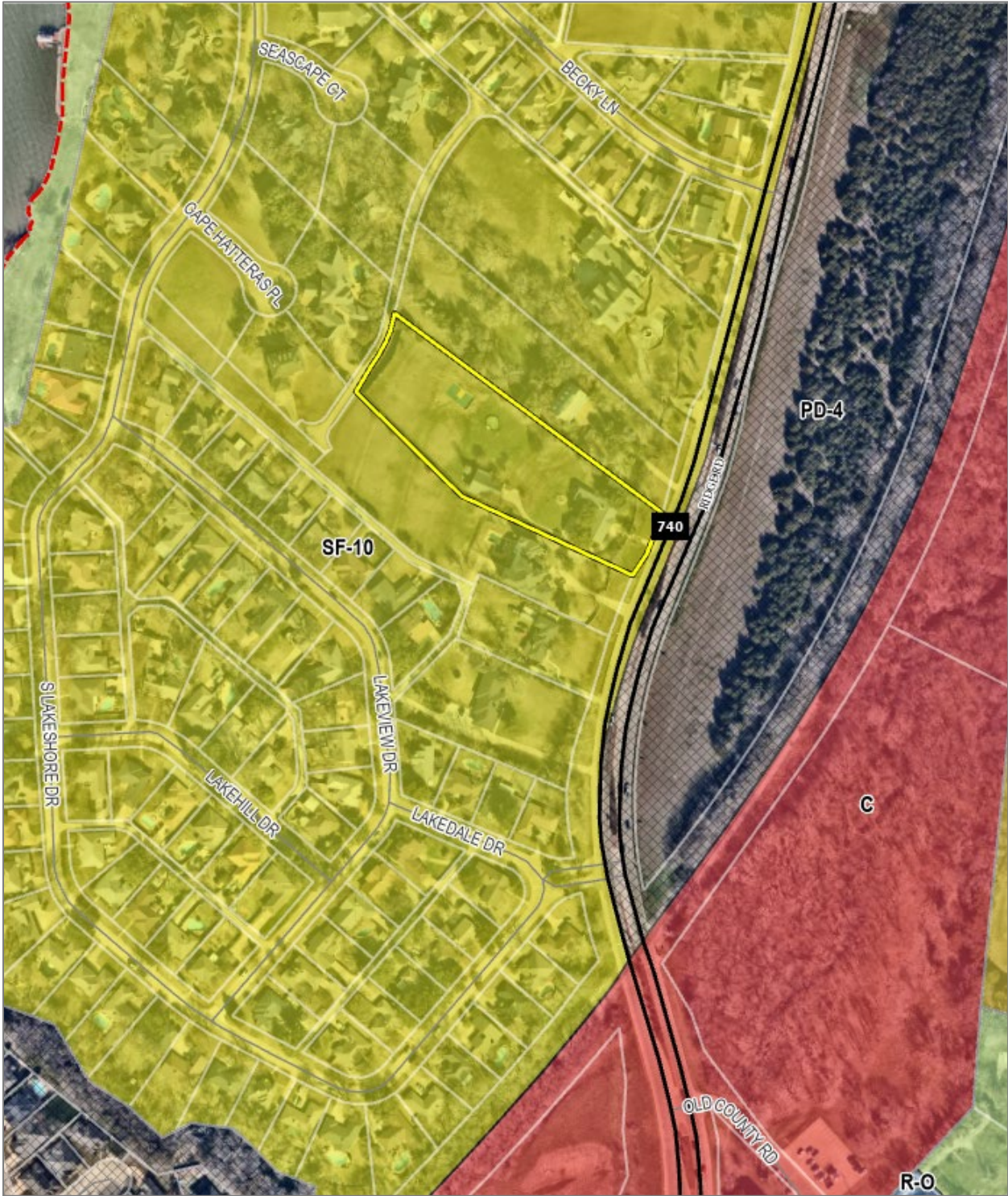
\_\_\_\_\_  
Frank J. Garza, City Attorney

1<sup>st</sup> Reading: April 15, 2024

2<sup>nd</sup> Reading: May 6, 2024

**Exhibit 'A'**  
**Location Map**

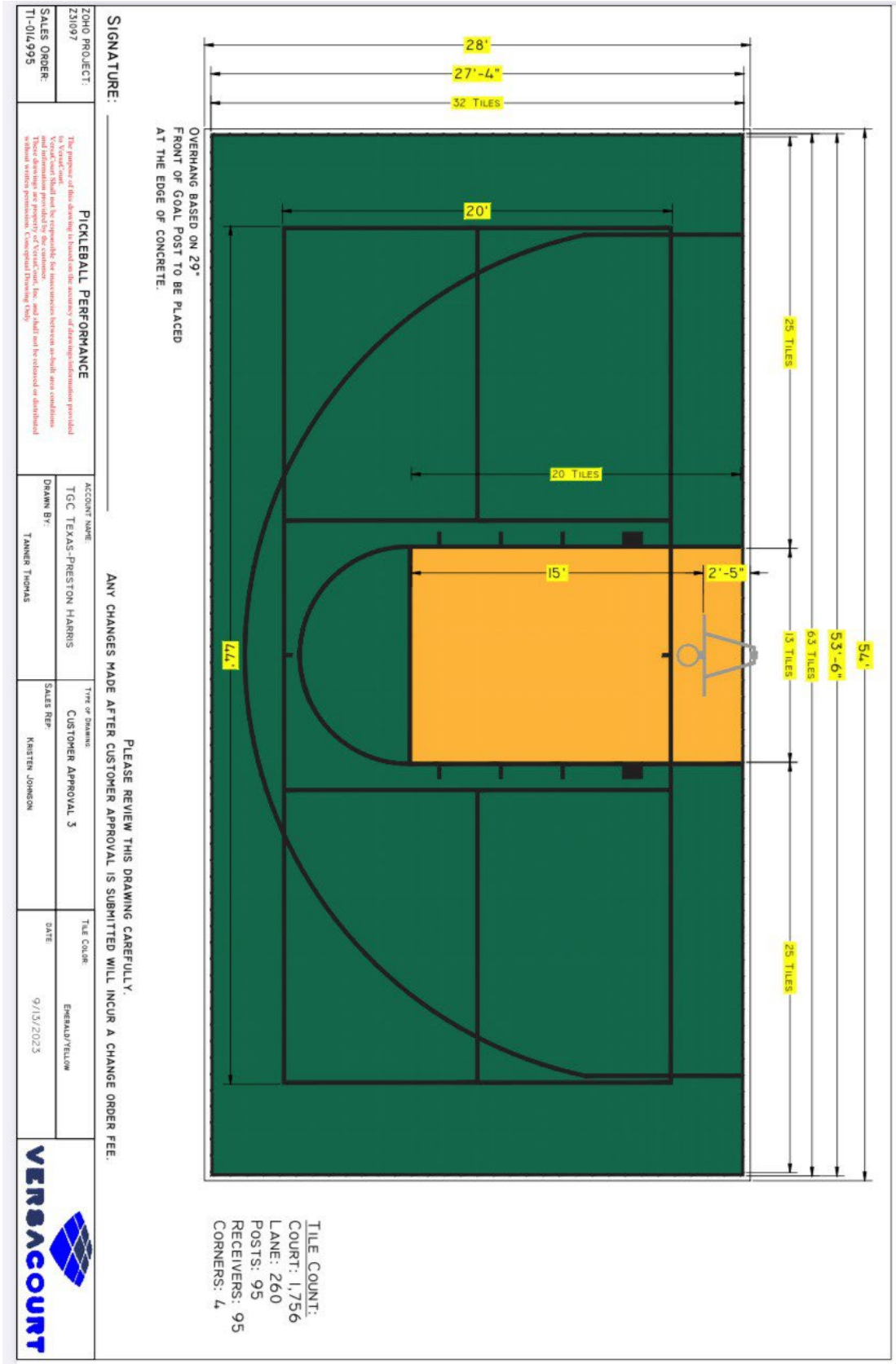
**LEGAL DESCRIPTION. LOT 4, BLOCK C, THE ESTATES OF COAST ROYALE #1 ADDITION**





## Exhibit 'B'

### Pickleball Court Design





City of Rockwall

## MEMORANDUM

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**TO:** Mayor and City Council Members

**FROM:**

**DATE:** May 6, 2024

**SUBJECT:** YAC Presentation

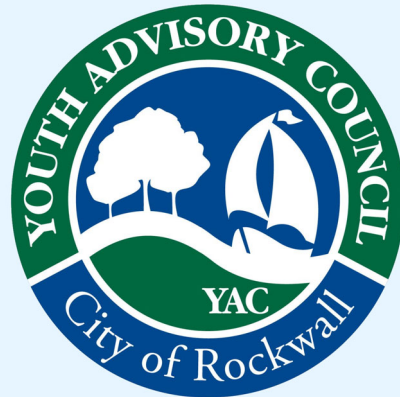
---

YAC students will present to Council to recap their program activities during this past school year.

**ATTACHMENTS:**

1. Year End Presentation\_YAC 2023-2024

# Youth Advisory Council End of Year Review



# This Year's Seniors

Emily Nielsen



In the fall, Emily will attend Texas A&M University and study at Mays School of Business. Emily will miss all of the friends and memories she made the past three years.

James Martinez



In the fall, James will attend William Woods University. YAC provided James with the best memories and way to learn about our city. James will miss Mrs. Kristy most of all.

# This Year's Seniors

Maddoc Johnson



In the fall, Maddoc will attend Sam Houston State University. Maddoc will miss hearing guest speakers teach us about inner workings of our city.

Miriam Gamez



In the fall, Miriam will attend University of Texas at Tyler. Miriam will miss the people in our YAC group and the fun memories. She is glad that she got to be part of this amazing community.

Ryker Hayes



In the fall, Ryker will attend Texas Tech University and will be studying Political Science. Ryker will miss the friendships he was able to foster in YAC.



# October Meeting

- Took Oaths of office
- Did “icebreaker” introductions
- Discussed upcoming YAC events
- Held Officer Elections
  - Chair: Emily
  - Vice Chair: James
  - Secretary: Ellie
  - Historian: Kaylen
- Decorated for Helping Hands Fundraiser



# November Meeting & Teen Court

- Disc golf tour at Harry Myers Park
  - Learned from a professional and semi-professional player
- Teen Court Meeting
  - Served on jury in sentence hearings for teens
  - Some YAC members serve as counsel



## December Meeting

- Guest Speaker - Rockwall Police Department Sergeant Phillip Young
  - CID detective for crimes against children.
  - Learned of interesting developments in criminal investigations relating to digital forensics, including highly technical tools used
  - He and RPD have received “excellence awards” for investigation involving crimes against children



# December Social: Paintball

Team bonding / social event

- “Official Paintball of TX” in Forney in December
- Bonded through teamwork and competition
- Developed problem solving & strategizing skills
- Most importantly - WE HAD FUN!





# January Meeting

- Visited Rockwall Adoption Center on Airport Road
- Toured shelter and got to pet so many dogs.
- Learned about daily operations
- Left with better understanding about how animal shelters are run and operated.





# TML YAC Summit - 2024

- Was held in Lewisville
- Guest speakers discussed variety of topics including community engagement, networking, and the importance of service
- Our group bonded
- Did an escape room that bonded us through stress
- Spoke to other councils
  - Got new ideas for our council related to community service, bylaws, and structure



# YAC Summit 2024



# March Meeting

- Recaped on Texas Municipal League Statewide YAC Summit
- Brainstormed possible program modifications
  - Possible bylaw changes
  - More limited terms for YAC members
  - More community service / taking on more projects in the City of Rockwall



# April Meeting

- Guest speaker - Mary Carter: long-term Rockwall resident, founder of Rockwall Butterfly Brigade
- Some YAC students volunteered two days later
- Learned of
  - importance of preserving butterflies
  - migration patterns
  - flowers butterflies prefer
  - various butterfly gardens located in Rockwall





# May Meeting

- Pickleball at Hickory Ridge
- Blew off steam before exams and bonded one last time as a Council







**Thank  
you!**

Rockwall Area Chamber of Commerce & Visitors Center  
 Hotel Occupancy Tax Financial Review  
 Program Year 2023-2024 Q1 & Q2

	Q2 Ending 03/31/2024	Q1 Ending 12/31/2023	YTD	
	Actual	Actual	2023-2024	Awarded/Received
<b>Program Year Revenues</b>				
Money Awarded				465,000.00
Payments Received November 3, 2023				116,250.00
<b>Expense</b>				
Digital Advertising/Marketing	4,838.95	7,950.00	12,788.95	
Print Advertising/Marketing	8,543.43	1,767.69	10,311.12	
Misc Advertising/Marketing		3,131.96	3,131.96	
Sales/ Expo Travel	451.54	949.74	1,401.28	
Expo Registration Fees	5,150.00	1,125.00	6,275.00	
Misc. Expenses		509.20	509.20	
Staffing	43,841.58	36,825.01	80,666.59	
Other Operational Expenses	499.42	4,433.25	4,932.67	
Professional Dues / Memberships	6,050.00	500.00	6,550.00	
Website Support	1,285.36	885.36	2,170.72	
Supplies	803.25	421.56	1,224.81	
Postage	1,428.30	912.30	2,340.60	
<b>Total Expenses</b>	<b>72,891.83</b>	<b>59,411.07</b>	<b>132,302.90</b>	<b>132,302.90</b>
<b>Funds at end of Q2</b>				<b>(16,052.90)</b>

# QUARTERLY REPORT

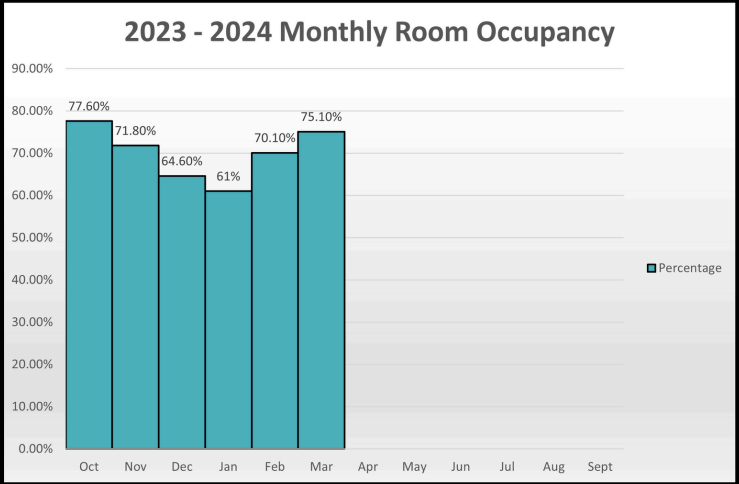
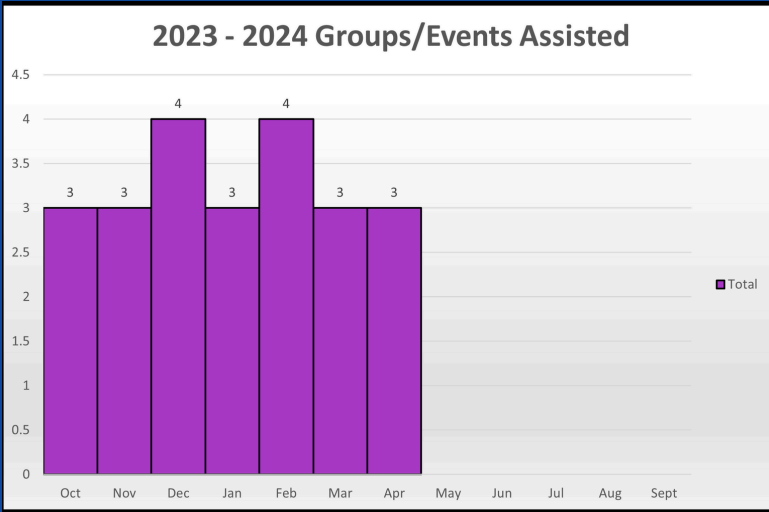
JANUARY - MARCH 2024



Jodi Willard  
Director of Tourism

[VisitRockwall.com](http://VisitRockwall.com)

# BY THE NUMBERS



# SALES/SERVICING OPPORTUNITIES



Southwest Showcase



Dallas Travel & Adventure Show

## Shows/Events Attended

- Texas Association of Fairs & Events
  - Partnered with Visit Galveston & Visit Granbury to speak with over 100 people about booking events and working with your local Destination Management Organization.
- Southwest Showcase
  - Met with multiple professional business meeting planners as they stopped by our table.
- Texas Association of CVBs Mid-Winter Conference
  - Attended the leadership conference discussing strategies on how to better our destinations.
- Dallas Bridal Show
  - Hosted a booth promoting Rockwall as a premier wedding destination.
- Dallas Home & Garden Show
  - Partnered with Team Texas to promote our destinations to over 1000 attendees.
- Texas Travel Alliance Unity Dinner
  - Represented Visit Rockwall at Texas Travel Alliance's annual Unity Dinner.



Texas Association of Fairs & Events Speaker

## Conferences Bid/ Awaiting Response:

- Texas Association of CVB's Conference
  - Bid by the Hilton will bring in 600 room nights over a 4-day period
- Texas Council of Alpha Chapters -
  - 2027 Conference
  - 350 room nights over a 3-day period
- USA Pickleball Tournament
  - 2027 Tournament
  - 7-day tournament



Texas Travel Alliance Unity Dinner







# GROUPS ASSISTED

# Rotary

District 5810  
North Texas



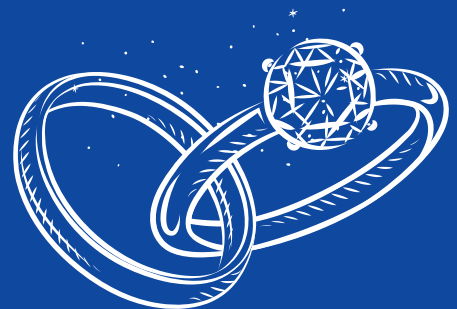
*Elevating  
Your Voice!*

We were able to work with Rotary District Conference and Texas Grain & Feed Association to Rockwall.

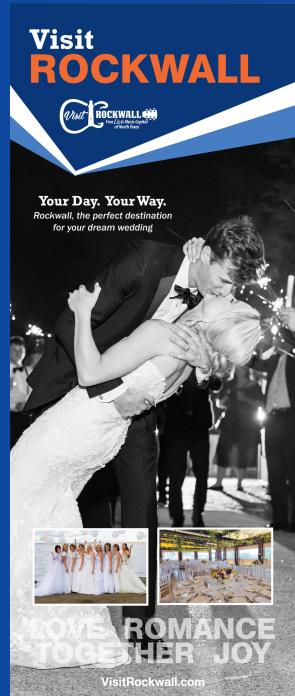
The Rotary District Conference welcomed 120 attendees and each recipient received a welcome bag as well as participated in the Downtown Dollars Program.

Thank you to Councilman Lewis to welcoming the Texas Grain & Feed Association at their opening session. Rockwall welcomed over 200 attendees.

We also distributed bags/Visitor Brochures to some family reunions and 2 wedding parties.



Retractable Banners



Dallas Bridal Show



2024 Program  
5,000 Copies Printed





# PRINT ADVERTISING

## D Magazine

**Big or Small, there is music for all!**

Music brings everyone together! Whether you like large crowds or intimate gatherings, Rockwall offers it all with our two summer music series! Come out and see for yourself why Rockwall is the Music Capital of North Texas!

San Jacinto Music Series

Concert by the Lake Music Series

www.VisitRockwall.com

SAN JACINTO MUSIC SERIES: Downtown Rockwall, May-October CONCERT BY THE LAKE MUSIC SERIES: The Harbor in Rockwall, May-July

## March Editorial

403,762 Monthly Readership

61,176 Circulation

## Meet Texas Ad

**Meeting? What meeting?**

Welcome to Rockwall!

Less than an hour from DFW or Love Field, discover your ultimate meeting destination in Rockwall! Elevate your meetings in our stunning hotels boasting expansive meeting spaces. Then, immerse yourself in the charm of Rockwall, where delectable dining, charming boutiques, and live music await to enrich your experience.

697 East I-30, Rockwall, TX 75087 • comeseus@visitrockwall.com • (972) 771-5733

## Texas Events Ad

**the sounds of Rockwall**

Immerse yourself in the vibrant sounds of the San Jacinto Music Series and Concert by Lake Music Series, showcasing the best in live music. Join us and experience why Rockwall proudly holds the title of the Free Live Music Capital of North Texas.

VisitRockwall.com

697 E I-30, Rockwall, TX 75087  
comeseus@visitrockwall.com (972) 771-5733

SAN JACINTO MUSIC SERIES  
Downtown Rockwall, May-October

CONCERT BY LAKE SERIES  
The Harbor in Rockwall, May-July

## Spring Editorial

48,000 Monthly Readership

80% Meeting/Event Planners

## Summer Editorial

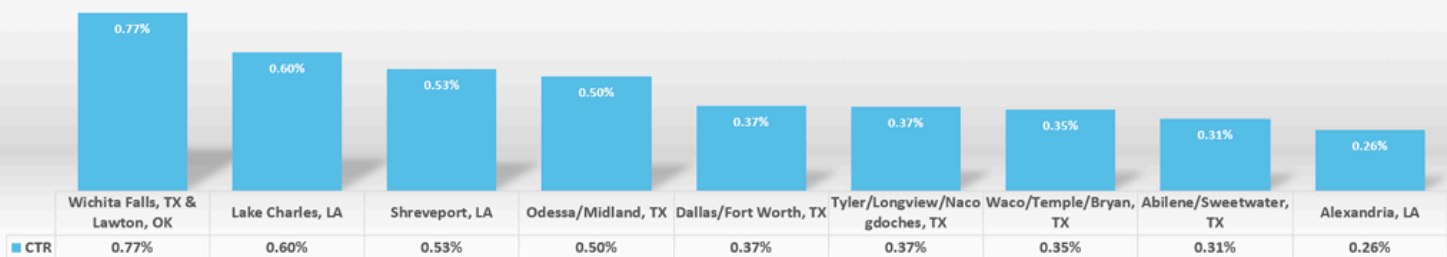
50,000 Monthly Readership

Average economic impact for each Visitor Guide sent out is \$48.\* TourTexas.com has facilitated **262** Visitor Guide requests to Texas travelers on your behalf.

**Total Economic impact** of those requests  
**= \$12,576**

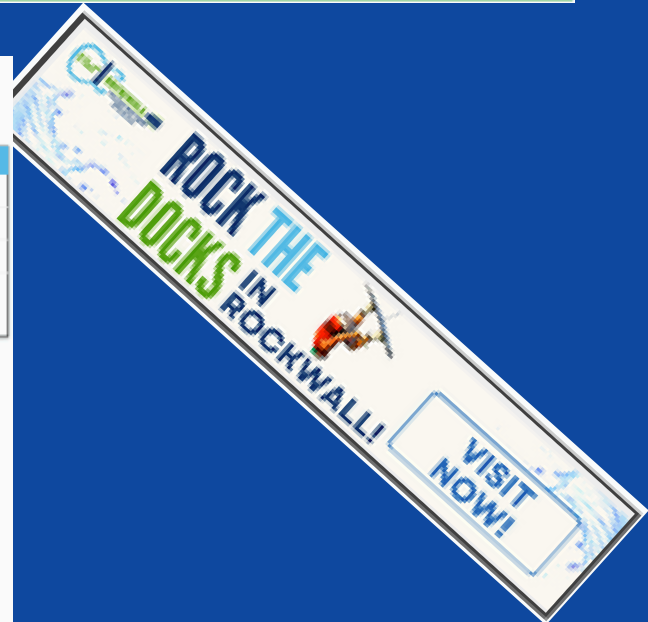
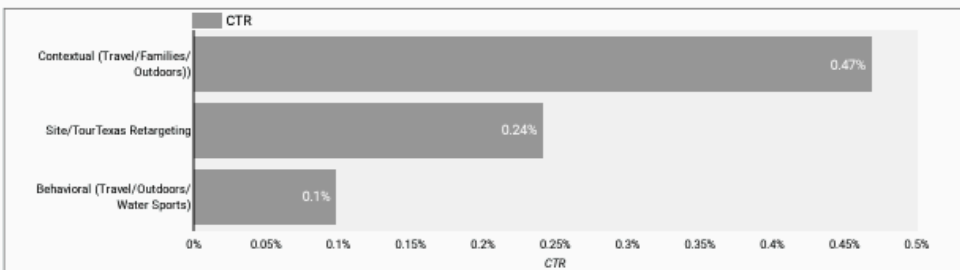
Tour Texas Digital Banner

### Top DMA's by CTR



Impressions: **479,220**  
Clicks: **1,870**  
CTR: **0.39%**  
2+ Site Interactions: **11**

Strategy	Impressions	Clicks	CTR *
Contextual (Travel/Families/Outdoors))	334,008	1,565	0.47%
Site/TourTexas Retargeting	113,565	274	0.24%
Behavioral (Travel/Outdoors/Water Sports)	31,647	31	0.10%
<b>Grand total</b>	<b>479,220</b>	<b>1,870</b>	<b>0.39%</b>



Total Actions Taken  
**25,916**

**250**  
Postal Requests

**12**  
PDF Requests

**733**  
Website Click-thrus

**22,355**  
Page Views

**94**  
Slideshow Views

**628**  
Facebook Click-thrus

**631**  
Instagram Click-thrus

**629**  
Booking Click Thrus

**223**  
Content Click Thrus

**361**  
Article Views

# BLOG RESULTS

**Attractions in Rockwall** (individual page)

Total Actions Taken  
**8,218**

<b>181</b> Website Click-thrus	<b>7,446</b> Page Views	<b>16</b> Slideshow Views	<b>152</b> Facebook Click-thrus
<b>152</b> Instagram Click-thrus	<b>153</b> Booking Click Thrus	<b>118</b> Content Click Thrus	

**Rockwall** (individual page)

Total Actions Taken  
**7,372**

<b>195</b> Website Click-thrus	<b>6,650</b> Page Views	<b>49</b> Slideshow Views	<b>157</b> Facebook Click-thrus
<b>159</b> Instagram Click-thrus	<b>156</b> Booking Click Thrus	<b>6</b> Content Click Thrus	

**Events in Rockwall** (individual page)

Total Actions Taken  
**4,263**

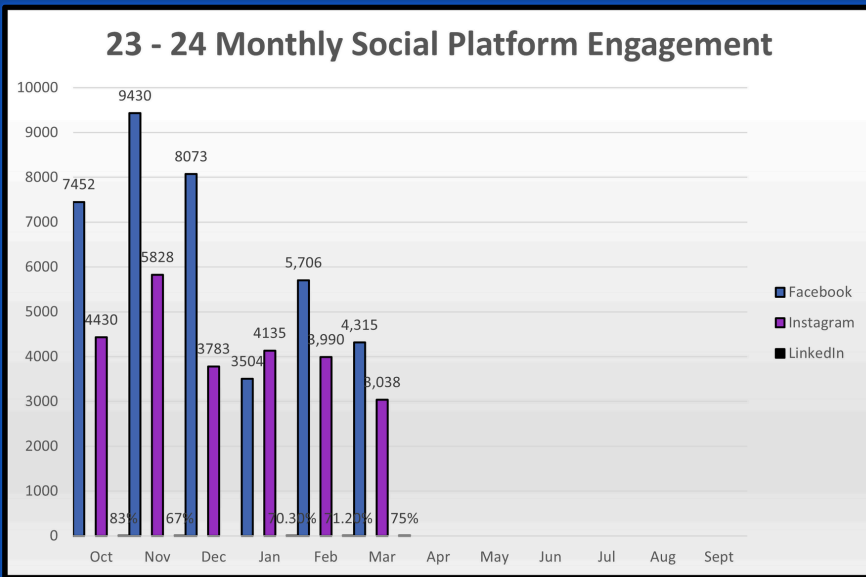
<b>171</b> Website Click-thrus	<b>3,537</b> Page Views	<b>5</b> Slideshow Views	<b>154</b> Facebook Click-thrus
<b>155</b> Instagram Click-thrus	<b>153</b> Booking Click Thrus	<b>88</b> Content Click Thrus	

**Things to Do in Rockwall** (individual page)

Total Actions Taken  
**5,397**

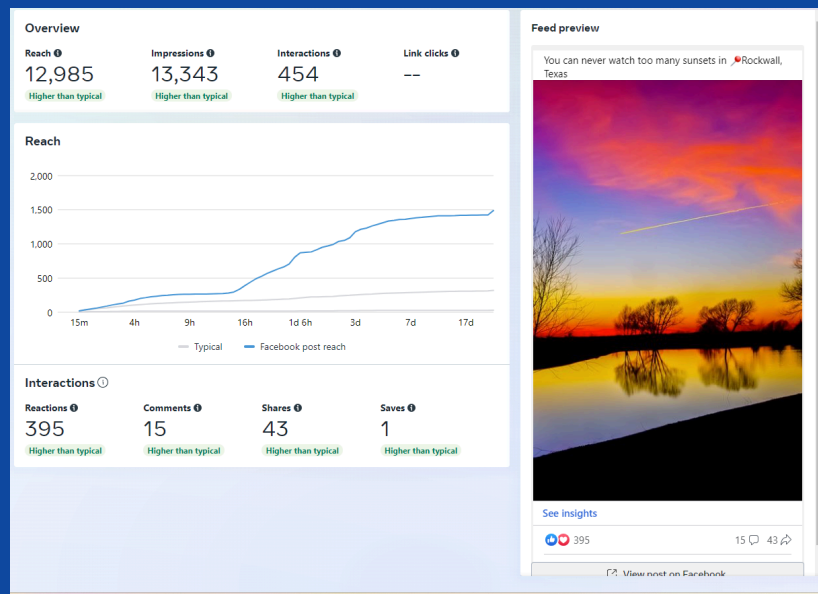
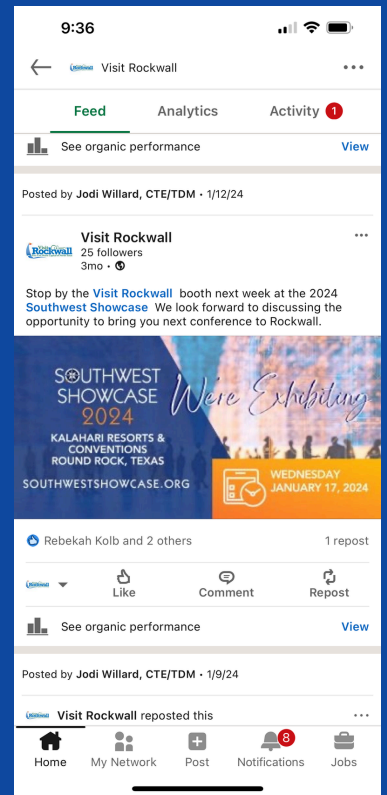
<b>176</b> Website Click-thrus	<b>4,722</b> Page Views	<b>24</b> Slideshow Views	<b>154</b> Facebook Click-thrus
<b>154</b> Instagram Click-thrus	<b>156</b> Booking Click Thrus	<b>11</b> Content Click Thrus	





## Current Social Media Platforms

- Facebook
- Instagram
- LinkedIn



Our top performing posts of Rockwall were landscape photos.

# LINKEDIN MAIL CAMPAIGN

LI Meetings InMail

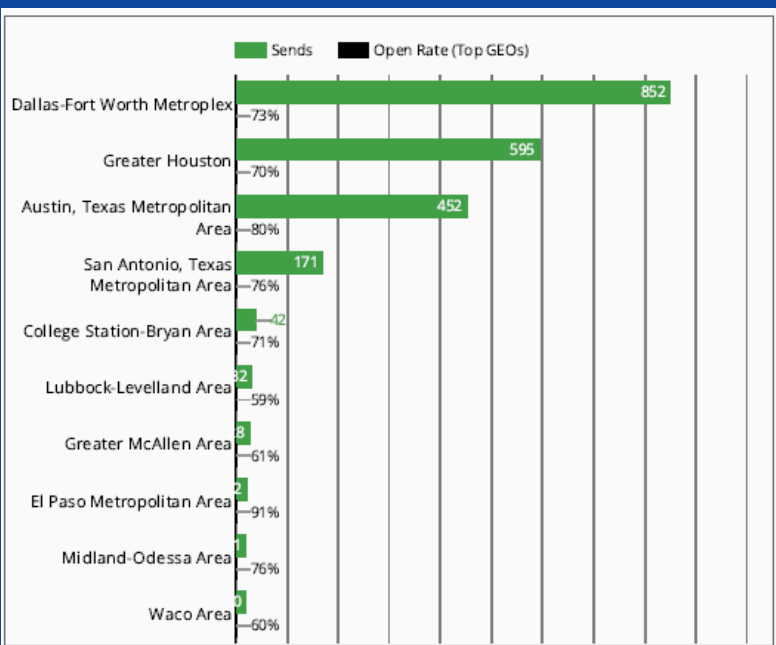
The benchmark for Linked In InMail is an open rate of 35% . Your open rate was 76% which exceeded the benchmark by 117%. Additionally your open rate increased significantly from your last campaign, going from a 44% open rate in May of 2022 to a 74% open rate in March of 2024, an increase of 68%.

Impressions	Opens	Average Open Rate	Clicks to Landing Page	Text URL Clicks	Other Engagement	Total Engagement
2,382	1,751	74%	54	40	253	2,059

Industry	Sends	Opens	Open Rate
Technology, Information and Internet	255	203	80%
Higher Education	279	196	70%
Non-profit Organizations	148	111	75%
IT Services and IT Consulting	133	107	80%
Business Consulting and Services	140	104	74%
Media and Telecommunications	96	77	80%
Health and Human Services	108	73	68%
Advertising Services	82	66	80%
Real Estate	91	63	69%
Primary and Secondary Education	81	54	67%
Hospitality	73	51	70%
Insurance	64	51	80%
Oil and Gas	58	46	79%
Hospitals and Health Care	47	45	96%
Retail Apparel and Fashion	66	43	65%
Capital Markets	67	42	63%
Credit Intermediation	59	42	71%
Legal Services	57	38	67%

Job Function	Sends	Opens	Open Rate
Sales	454	340	75%
Operations	300	224	75%
Education	265	200	75%
Administrative	185	144	78%
Business Development	165	125	76%
Community and Social Services	156	112	72%
Customer Success and Support	152	113	74%
Marketing	144	113	78%
Arts and Design	125	96	77%

Company Size	Sends	Opens	Open Rate
10,001+	632	454	72%
1,001-5,000	599	449	75%
51-200	441	315	71%
201-500	324	239	74%
501-1,000	237	175	74%



Partnered with AJR Media to create a Sales Campaign on LinkedIn that began in March, 2024

## CLARITY OF PLACE



Recently, David and Tina with Clarity of Place visited Rockwall to assist with organizing our tourism road map for Visit Rockwall. They asked to meet with local tourist related business owners and hoteliers to get their input about the needs related to visitors. We had a productive meeting and the Visit Rockwall team, as well as the Clarity of Place team, walked away with some great opportunities to better promote our beautiful city. We look forward to sharing this long term visitor plan with city staff.



Goals	Action Plan
<p>Effectively position Rockwall as a premier regional destination for leisure, sports, and group travel to drive incremental overnight stays, specifically Sunday-Thursday overnight visits.</p>	<ul style="list-style-type: none"> <li>• Build a strategy to encourage weekday business</li> <li>• Build a strategy to target higher-spend weekend and day visitors</li> <li>• Continue to build messaging around Rockwall’s unique destination value proposition</li> <li>• Validate and leverage specific venue strengths within the religious marketplace, beginning with Lakepointe Church</li> </ul>
<p>Craft a specific business model for Free Live Music Capital of North Texas to proactively strengthen the link between the brand promise, the community’s offerings, and the destination storytelling</p>	<ul style="list-style-type: none"> <li>• Inventory and consistently update all Free Live Music offerings within Rockwall <ul style="list-style-type: none"> <li>• Join Texas Music Friendly program</li> <li>• Develop separate program focused entirely on the Free Live Music offerings and experience including: <ul style="list-style-type: none"> <li>• Specific website of options</li> <li>• Toolkit for performers, talent agents, producers</li> <li>• Social media outreach</li> <li>• Coordinate with City of Rockwall and arts/cultural institutions to build in their resources <ul style="list-style-type: none"> <li>• Tie in Lakepointe Church and other religious institutions as part of the Free Live Music catalog of options</li> <li>• Explore future membership and participation in Music Cities Convention</li> </ul> </li> </ul> </li> </ul> </li> </ul>
<p>Enhance local appreciation of tourism spending and ensure Visit Rockwall’s efforts support placemaking in the city</p>	<ul style="list-style-type: none"> <li>• Continue to position Rockwall’s amenities for all guests – visitors and residents</li> <li>• Continue to collaborate with the Mainstreet program and businesses to distribute visitor activity more evenly into downtown <ul style="list-style-type: none"> <li>• Coordinate signage and visual cues that link hospitality clusters to product areas including downtown, the Harbor, and sports facilities</li> </ul> </li> </ul>





City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Mayor and Council

**FROM:** Joey Boyd, Assistant City Manager

**DATE:** April 29, 2024

**SUBJECT:** Professional Services for Facilities Planning Study

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In May 2023, Mayor Johannesen brought forward the need to conduct a long-term plan to address facilities necessary to provide essential city services. During the budget process in 2023, City Council approved funding to renovate and lease office space for Fire Administration, Fire Marshal's Office, and multiple divisions of the Police Department as a short-range solution for these growing departments. These departments are now occupying the new office space.

The City of Rockwall issued a request for qualifications (RFQ) for professional services related to a Facilities Planning Study in November 2023 and received multiple interested firms. City Staff interviewed five of the top qualified consultants and are recommending Parkhill as the preferred candidate to proceed with conducting the study. The project is anticipated to require six months to complete with a cost of \$185,000.

The Parkhill team has worked extensively with other municipalities on long-range facility master planning projects, and have familiarity with Rockwall, having worked with other local governments in Rockwall County. Michael Howard with Parkhill will be at the meeting on Monday to discuss their firm, their experience, and the City's project.

The study consists of preparing a facilities master plan that will evaluate the needs, space requirements, and potential costs for capital improvements over a 10-year timeframe for the following facilities and related departments:

1. City Hall
2. Municipal Service Center
3. New Fire Station 1
4. Police Station
5. Downtown Parking Opportunities

Included for your consideration is an agreement for professional services with Parkhill. City Council is asked to consider authorizing the City Manager to execute the agreement with Parkhill in the amount of \$185,000 with funds available from General Fund Reserves.





April 29, 2024

Joey Boyd  
Assistant City Manager  
City of Rockwall  
385 South Goliad Street  
Rockwall, Texas 75087

**RE: Agreement for Professional Services | Rockwall Facilities Planning Study**

Dear Mr. Boyd:

Parkhill (A/E) is honored to have the opportunity to provide architectural services to City of Rockwall, a political subdivision of the State of Texas (Owner) for the Facilities Planning Study (Project).

The following outlines our understanding of the Project scope and how we propose to provide services for the Project.

**1.0 Project Information**

- 1.1 Description. The Project consists of architectural services to prepare a facilities master plan (Study). The Study will evaluate the needs, space requirements and potential costs for proposed capital improvements over a 10-year planning timeframe.
- 1.2 Site. The following facilities and associated city departments are included in the Study:
  - 1.2.1 City Hall
  - 1.2.2 Municipal Service Center
  - 1.2.3 Fire Station No. 1
  - 1.2.4 Police Station
  - 1.2.5 Downtown Parking
- 1.3 Budget. Construction cost budgets are unknown at this time.

**2.0 Scope of Services**

**2.1 Space Programming**

- 2.1.1 Collect base data including staffing levels, site/floor plans, and review existing projects and studies related to this Study.
- 2.1.2 Tour current facilities with staff to document existing conditions related to space utilization and function.
- 2.1.3 Consult with users to obtain input regarding facility needs related to space and function and establish design vision and performance criteria for future capital improvements.
- 2.1.4 Quantify the spatial requirements for facilities (square feet) and site development (acreage) considering the intended functions.

## 2.2 Site Evaluation

- 2.2.1 Visit existing sites and up to 3 potential sites for new facilities.
- 2.2.2 Review available data and drawings to evaluate site conditions and physical characteristics and identify constraints and opportunities that may impact development such as access, views, building organization, circulation, parking, topography, drainage, and available utilities.

## 2.3 Conceptual Design

- 2.3.1 Evaluate alternatives and development options for capital improvements to address current and future facility needs including renovation, expansion/additions, relocation, or new facility construction.
- 2.3.2 Prepare conceptual drawings based on the space programming and site evaluation including diagrammatic blocking floor plans illustrating the layout of major functional spaces, and site master plans illustrating the layout of buildings, site access, circulation, parking, and other site development requirements.

## 2.4 Cost Estimating

- 2.4.1 Prepare opinions of probable cost including construction and other soft costs as preliminary project budgets for proposed capital improvements.

## 2.5 Deliverables

- 2.5.1 Summary presentation report documenting analysis, findings, and recommendations of the Study including space programming, site evaluation, conceptual drawings, and opinions of probable cost.

## 2.6 Meetings and Site Visits

- 2.6.1 Attend Owner review meetings, in person or virtual, up to two per month.

## 2.7 Exclusions

- 2.7.1 Services specifically excluded from our scope of services include the following:
  - Topographic and Boundary Surveys
  - Entitlement, Platting, Easements, and Permitting Services
  - Geotechnical Investigations and Soil Reports
  - Construction Materials Testing
  - Asbestos & Hazardous Material Studies
  - Environmental, FEMA/Floodplain, and Traffic Studies

## 2.8 Subconsultants. /E will obtain the following subconsultant services:

- 2.8.1 n/a

## 3.0 Schedule

- 3.1 Based on the proposed scope of work, we anticipate a six (6) month project duration from your authorization to proceed. Parkhill will render its services as expeditiously as is consistent with professional skill and care. During the Project, unanticipated events may impact the Project schedule. Changes to the schedule may become necessary due to changes in scope or other circumstances beyond the A/E's control.

## 4.0 Compensation

- 4.1 Our fees for the Scope of Services as described will be based on a lump sum amount of \$185,000, inclusive of expenses. The fee will be invoiced monthly based on the percentage of work completed.
- 4.2 Reimbursable expenses. n/a

4.3 Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule, attached as Exhibit A.

5.0 Authorization to Proceed. You may indicate your acceptance of this agreement and the Standard Conditions (Exhibit B) by returning one signed copy to our office. Unless another date is specified, we will consider receipt of the executed agreement as authorization to proceed.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

**Parkhill (A/E)**

**City of Rockwall (Owner)**

By  \_\_\_\_\_  
Michael Howard, AIA, AICP  
Director of Planning & Interiors | Principal

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

Title: \_\_\_\_\_

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

**Enclosures**

Exhibit A: Hourly Rate Schedule

Exhibit B: Standard Conditions

*"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, and landscape architects in Texas."*

**Exhibit A: Hourly Rate Schedule (2024)**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>	<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>	<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
<b>SUPPORT STAFF I</b>	\$75.00	<b>PROFESSIONAL LEVEL III</b>		<b>PROFESSIONAL LEVEL VI</b>	
		Architect	\$186.00	Architect	\$305.00
<b>SUPPORT STAFF II</b>	\$88.00	Civil Engineer	\$227.00	Civil Engineer	\$344.00
		Electrical Engineer	\$222.00	Electrical Engineer	\$358.00
<b>SUPPORT STAFF III</b>	\$120.00	Interior Designer	\$166.00	Interior Designer	\$264.00
		Landscape Architect	\$179.00	Landscape Architect	\$285.00
<b>SUPPORT STAFF IV</b>	\$129.00	Mechanical Engineer	\$211.00	Mechanical Engineer	\$343.00
		Structural Engineer	\$219.00	Structural Engineer	\$329.00
<b>SUPPORT STAFF V</b>	\$143.00	Survey Tech	\$170.00	Professional Land Surveyor	\$266.00
		Other Professional	\$163.00	Other Professional	\$259.00
<b>SUPPORT STAFF VI</b>	\$154.00				
		<b>PROFESSIONAL LEVEL IV</b>		<b>PROFESSIONAL LEVEL VII</b>	
<b>PROFESSIONAL LEVEL I</b>		Architect	\$226.00	Architect	\$392.00
Architect	\$151.00	Civil Engineer	\$265.00	Civil Engineer	\$410.00
Civil Engineer	\$165.00	Electrical Engineer	\$260.00	Electrical Engineer	\$410.00
Electrical Engineer	\$168.00	Interior Designer	\$181.00	Interior Designer	\$295.00
Interior Designer	\$144.00	Landscape Architect	\$194.00	Landscape Architect	\$392.00
Landscape Architect	\$144.00	Mechanical Engineer	\$248.00	Mechanical Engineer	\$392.00
Mechanical Engineer	\$158.00	Structural Engineer	\$253.00	Structural Engineer	\$410.00
Structural Engineer	\$158.00	Survey Tech	\$207.00	Professional Land Surveyor	\$319.00
Survey Tech	\$134.00	Other Professional	\$193.00	Other Professional	\$392.00
Other Professional	\$141.00				
		<b>PROFESSIONAL LEVEL V</b>			
<b>PROFESSIONAL LEVEL II</b>		Architect	\$275.00		
Architect	\$163.00	Civil Engineer	\$319.00		
Civil Engineer	\$184.00	Electrical Engineer	\$317.00		
Electrical Engineer	\$190.00	Interior Designer	\$218.00		
Interior Designer	\$151.00	Landscape Architect	\$236.00		
Landscape Architect	\$151.00	Mechanical Engineer	\$302.00		
Mechanical Engineer	\$181.00	Structural Engineer	\$305.00		
Structural Engineer	\$179.00	Professional Land Surveyor	\$240.00		
Survey Tech	\$146.00	Other Professional	\$215.00		
Other Professional	\$148.00				

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

## **Exhibit B: Standard Conditions**

CLIENT and A/E agree to and accept the following terms and conditions pursuant to and as a part of the parties' Agreement for Professional Services:

### **ARTICLE 1. INVOICING AND SERVICES**

#### **1.1 INVOICING**

Payments for services rendered by A/E or for other fees or expenses required by this Agreement are due and payable, and the parties reserve all rights pursuant to Texas Government Code, Chapter 2251, commonly referred to as the Texas Prompt Payment Act. In addition, A/E and CLIENT shall be entitled to any other legal and equitable remedies allowed by applicable law.

#### **1.2 SERVICES DURING CONSTRUCTION**

Except as expressly stated in the Scope of Work, A/E shall not, and shall not be responsible to supervise, direct or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors") nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except where prohibited by applicable law, A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

A/E shall not be required to sign any document, no matter by whom requested, that would result in A/E having to certify, guarantee, or warrant the existence of conditions whose existence A/E cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with A/E or payment of any amount due to A/E contingent upon A/E signing any such document.

#### **1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST**

In providing estimates or opinions of probable construction cost, CLIENT understands that A/E has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors' methods of pricing, and that A/E's estimates or opinions of probable construction costs are made on the basis of A/E's professional judgment and experience. A/E makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from A/E's estimates or opinions of probable construction cost.

#### **1.4 HAZARDOUS MATERIALS**

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.



Both parties acknowledge that A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. If A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of A/E's services, A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

## 1.5 ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act, as amended (ADA), and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CLIENT further acknowledges that the ADA is a Civil Rights law and not a building code, and does not use prescriptive language. A/E, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. A/E, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CLIENT and A/E understand that, unless exempted by applicable law, the Project must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with Texas Accessibility Standards (TAS) requirements. A/E will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the Project, TDLR requires an inspection of the Project for compliance confirmation. However, A/E cannot and does not warrant or guarantee that different rules and/or interpretation may be applied to CLIENT's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review may be required, and any additional services to be performed by A/E in order to meet or address those requirements will be charged to and payable by CLIENT.

## 1.6 STANDARD OF CARE BY A/E AND LIMITED WARRANTY

In providing services under this Agreement, A/E shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. OTHERWISE, A/E MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

CLIENT shall be responsible for all requirements and instructions that it provides to A/E pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to A/E. A/E may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the provided items.

## 1.7 CLIENT RESPONSIBILITIES

CLIENT will provide A/E with reasonable access to the work site. Unless specifically included in A/E's Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely

manner, provide all legal services in connection with the Project, and provide environmental impact reports and energy assessments, if and as needed or appropriate for A/E's services. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is paid for by A/E shall be included in A/E's invoice for amounts payable by CLIENT, and A/E may require advance payment before incurring the fee or expense.

#### 1.8 OWNERSHIP OF DOCUMENTS AND DIGITAL DATA

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by A/E are deemed instruments of service (collectively the "Instruments of Service") and shall remain the property of A/E. A/E shall retain a common law, statutory and other reserved rights, including copyrights, in and to all Instruments of Service and any derivative works thereof relating to the Project.

A/E grants to CLIENT a nonexclusive, limited license to reproduce or use A/E's Instruments of Service solely for the purpose of constructing, effecting, making improvements to, using and maintaining the Project; provided, however, this grant is made with the express understanding that A/E shall have been paid in full for the Services rendered hereunder. CLIENT shall not use the Instruments of Service for other projects without prior written agreement of A/E. CLIENT understands that the unauthorized use of Instruments of Service is prohibited, will be deemed a material breach of this Agreement and may result in liability and other adverse consequences to CLIENT. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT CLIENT'S OR SUCH OTHER USER'S SOLE RISK AND WITHOUT LIABILITY TO A/E.

#### 1.9 INDEMNIFICATION FOR UNAUTHORIZED USE OF INSTRUMENTS OF SERVICE

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, CLIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS A/E, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED USE, REUSE OR MODIFICATION OF THE INSTRUMENTS OF SERVICE BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE INSTRUMENTS OF SERVICE FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF A/E; PROVIDED, HOWEVER, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL NOT APPLY TO ANY LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED OR RESULTING FROM IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF THE A/E, ITS OFFICERS OR EMPLOYEES WITH RESPECT TO AUTHORIZED USE OF THE INSTRUMENTS OF SERVICE.

#### 1.10 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by A/E, CLIENT agrees that all such digital data are Instruments of Service of A/E. CLIENT is aware that differences may exist between the digital data delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by A/E and digital data, the original signed and sealed hard-copy Contract Documents shall govern.

Digital data created by A/E through the application of software licensed for the sole and exclusive use by A/E will be furnished to CLIENT in read-only format. CLIENT is responsible to obtain and maintain, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by A/E.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by A/E, and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

## **ARTICLE 2. GENERAL PROVISIONS**

### **2.1 APPLICABLE LAW**

This Agreement shall be interpreted and enforced according to the laws of the State of Texas without regard to conflict of laws principles.

**See [Tex. Bus. & Com. Code § 272.001](#)**

### **2.2 PRECEDENCE OF CONDITIONS**

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

### **2.3 ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, A/E is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that A/E may select, provided that A/E shall remain responsible for the Work assigned to and performed by such subconsultants. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### **2.4 AMENDMENTS**

This Agreement may be amended only by a written instrument, signed by both CLIENT and A/E, which expressly refers to this Agreement.

### **2.5 DELAYS**

CLIENT agrees that A/E is not responsible for damages arising directly or indirectly from any delays for causes beyond A/E's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions; or any other similar or dissimilar cause beyond A/E's reasonable control.

In addition, if the delays resulting from any such causes increase the cost or time required by A/E to perform its services in an orderly and efficient manner, A/E shall be entitled to a reasonable adjustment in schedule and compensation.

## 2.6 INSURANCE

A/E agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this Project and for a period of 3 years after the completion of services. Levels of insurance coverage shall be approved by the Client.

## 2.7 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter.

One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

## 2.8 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving A/E not less than seven calendar days' written notice.

A/E may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven calendar days' written notice following CLIENT's failure to make timely payment owed to A/E as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days' written notice for any of the following "for cause" reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least 10 but no more than 30 days, and the non-performing party cures the matter within the reasonable cure period;
- Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of A/E's services by CLIENT for more than 90 calendar days, consecutive or in aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

A/E shall have no liability to CLIENT on account of A/E's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2., 3. or 4. above.

In the event of termination of this Agreement by either party, CLIENT shall, within 15 calendar days of the termination date, pay A/E for all services rendered and all reimbursable costs incurred by A/E up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to 30 days later than otherwise provided) to allow A/E to demobilize personnel and equipment from the Project, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

## 2.9 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR A/E, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY.

## 2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or A/E. A/E's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of A/E's services.

## 2.11 MAINTENANCE, WEAR AND TEAR

Both CLIENT and A/E acknowledge that CLIENT, and only CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe, functional and weather tight facility. Should CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, A/E is not responsible for any such resultant damage.

# ARTICLE 3. DISPUTE RESOLUTION, BETTERMENT, AND COMMUNICATIONS

## 3.1 DISPUTE RESOLUTION

A/E and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, A/E and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit or arbitration proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume



its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.

Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

### 3.2 BETTERMENT

If, due to an error or an omission by A/E, any required item or component of the project is omitted from the Construction Documents, A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component and the cost of same would have been otherwise necessary to the project or otherwise add value or betterment to the project.

### 3.3 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

A/E:

Michael Howard, 3000 Internet Blvd, Ste 550, Frisco, TX 75034, mhoward@parkhill.com

(Representative name, physical and mailing address, phone, and email)

CLIENT:

Joey Boyd, 385 South Goliad St, Rockwall, TX 75087, jboyd@rockwall.com

(Representative name, physical and mailing address, phone, and email)

### 3.4 ELECTRONIC SIGNATURES

In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, CLIENT and A/E agree that electronic signatures (such as e-mail or electronically-typed signatures) of the parties' authorized representatives to this Agreement and Standard Conditions or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

END OF EXHIBIT



City of Rockwall  
*The New Horizon*

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# Building Inspections Department Monthly Report

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March 2024

## Permits

<b>Total Permits Issued:</b>	<b>272</b>
Building Permits:	31
Contractor Permits:	241
<b>Total Commercial Permit Values:</b>	<b>\$13,893,393.26</b>
Building Permits:	\$10,064,386.68
Contractor Permits:	\$3,829,006.58
<b>Total Fees Collected:</b>	<b>\$368,481.32</b>
Building Permits:	\$296,679.36
Contractor Permits:	\$71,801.96

## Board of Adjustment

Board of Adjustment Cases: 0

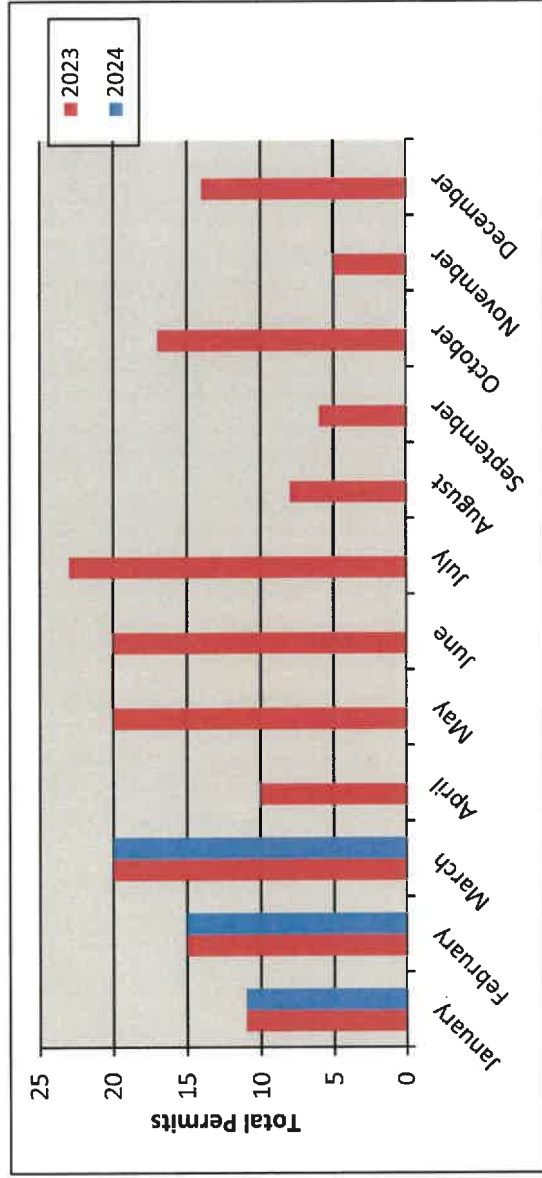
4/5/2024  
9:14:20AM

City of Rockwall  
PERMITS ISSUED - Summary by Type and Subtype  
For the Period 3/1/2024 to 3/31/2024

Type/Subtype	# of Permits Issued	Valuation of Work	Fees Charged
Commercial Building Permit	53	\$13,893,393.26	\$207,772.92
Accessory Building Permit	1	23,986.68	\$396.53
Addition	4	2,467,000.00	\$12,059.21
Backflow Permit	2	2,000.00	\$153.00
Certificate of Occupancy	2	313,138.00	\$153.00
Electrical Permit	6	11,201.00	\$482.98
Fence Permit	1	69,105.89	\$51.00
Irrigation Permit	1		\$26,177.72
Mechanical Permit	1	469,944.00	\$3,138.79
New Construction	4	7,573,400.00	\$146,008.23
Plumbing Permit	4	6,300.00	\$309.85
Pool	1		\$153.00
Remodel	5	2,850,000.00	\$16,700.61
Retaining Wall Permit	1		\$51.00
Sign Permit	19	107,317.69	\$1,836.00
Temporary Construction Trailer	1		\$102.00
Residential Building Permit	219		\$160,708.40
Accessory Building Permit	1		\$72.22
Backflow Permit	1		\$76.50
Concrete Permit	9		\$966.98
Deck Permit	1		\$127.50
Driveway Permit	1		\$275.40
Electrical Permit	3		\$280.50
Fence Permit	35		\$1,781.00
Fire pit/Fireplace	1		\$51.00
Generator	2		\$303.00
House Moving	1		\$173.40
Irrigation Permit	21		\$1,605.00
Mechanical Permit	16		\$2,035.00
New Single Family Residential	20		\$137,922.85
Patio Cover/Pergola	7		\$779.08
Plumbing Permit	31		\$2,473.50
Pool	3		\$459.00
Remodel	4		\$722.92
Retaining Wall Permit	3		\$153.00
Roofing Permit	42		\$3,135.00
Solar Panel Permit	5		\$1,228.99
Takeline - Boat House	1		\$220.32
Temporary Construction Trailer	1		\$5,358.24
Window & Door Permit	10		\$508.00
<b>Totals:</b>	<b>272</b>		<b>\$368,481.32</b>

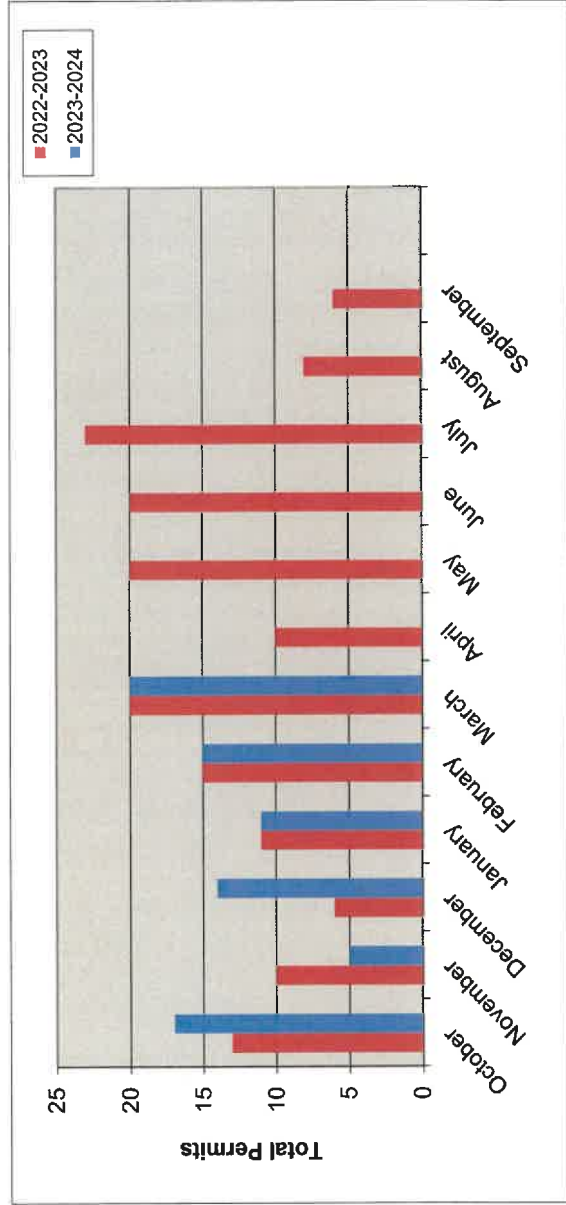
## New Residential Permits Calendar Year

	Year	
	2023	2024
January	11	11
February	15	15
March	20	20
April	10	
May	20	
June	20	
July	23	
August	8	
September	6	
October	17	
November	5	
December	14	
<b>Totals</b>	<b>169</b>	<b>46</b>



## New Residential Permits Fiscal Year

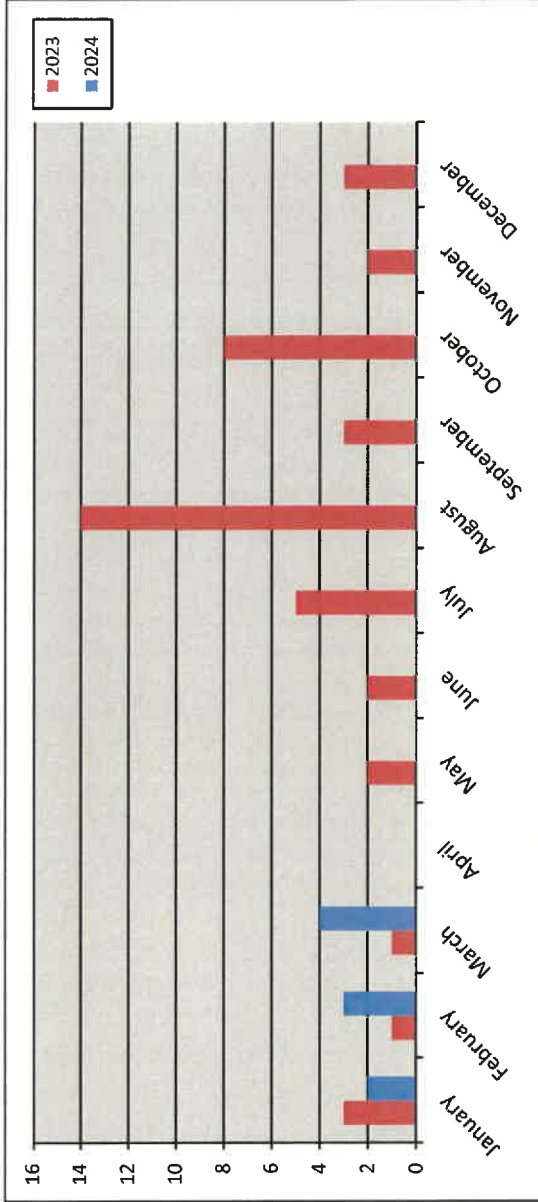
	Year	
	2022-2023	2023-2024
October	13	17
November	10	5
December	6	14
January	11	11
February	15	15
March	20	20
April	10	
May	20	
June	20	
July	23	
August	8	
September	6	
<b>Totals</b>	<b>162</b>	<b>82</b>



## Residential Remodel/Additions Permits

## Calendar Year

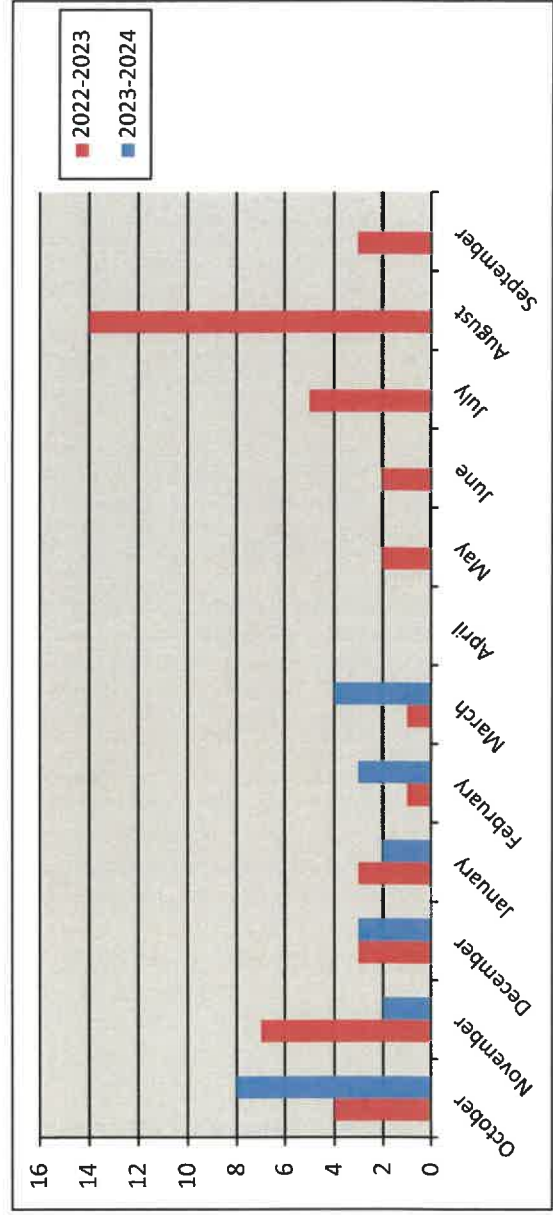
	Year	
	2023	2024
January	3	2
February	1	3
March	1	4
April	0	
May	2	
June	2	
July	5	
August	14	
September	3	
October	8	
November	2	
December	3	
<b>Totals</b>	<b>44</b>	<b>9</b>



## Residential Remodel/Additions Permits

## Fiscal Year

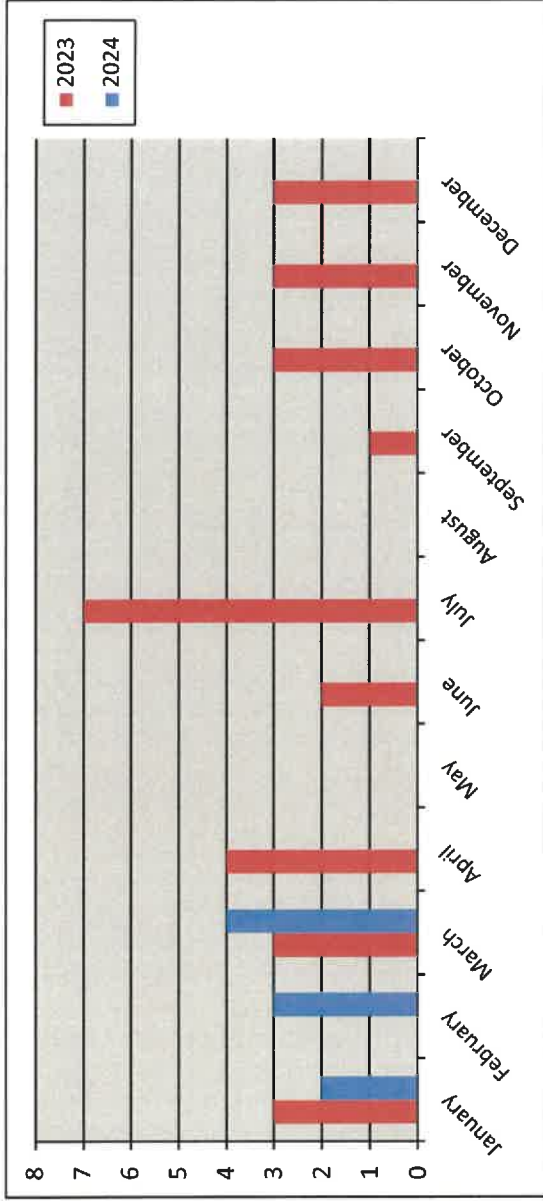
	Year	
	2022-2023	2023-2024
October	4	8
November	7	2
December	3	3
January	3	2
February	1	3
March	1	4
April	0	
May	2	
June	2	
July	5	
August	14	
September	3	
<b>Totals</b>	<b>45</b>	<b>22</b>





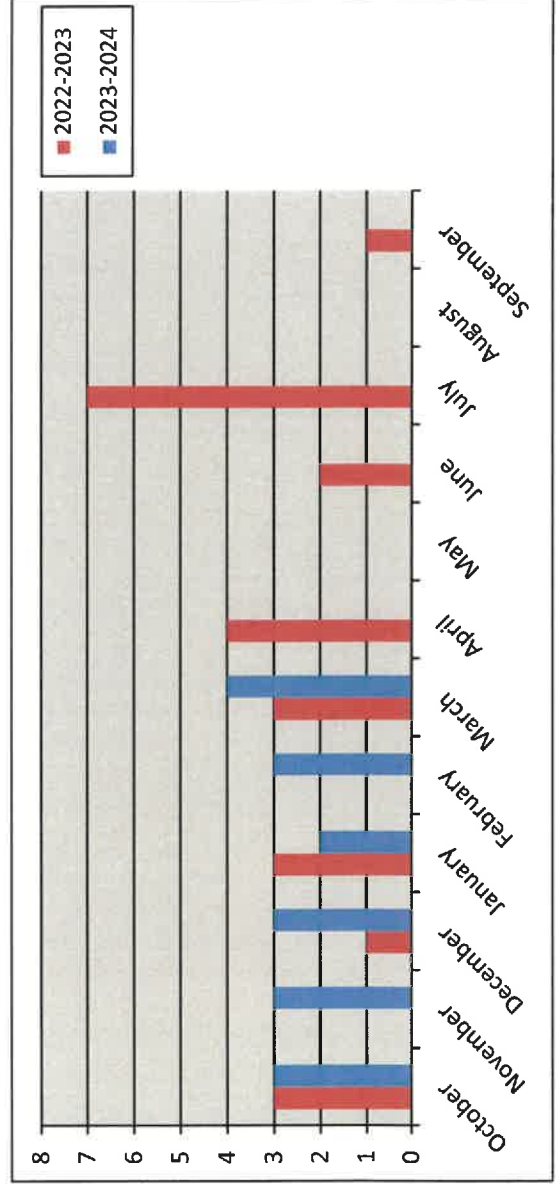
## New Commercial Permits Calendar Year

	Year	
	2023	2024
January	3	2
February	0	3
March	3	4
April	4	0
May	0	2
June	2	7
July	7	0
August	0	1
September	1	3
October	3	3
November	3	3
December	3	0
<b>Totals</b>	<b>29</b>	<b>9</b>



## New Commercial Permits Fiscal Year

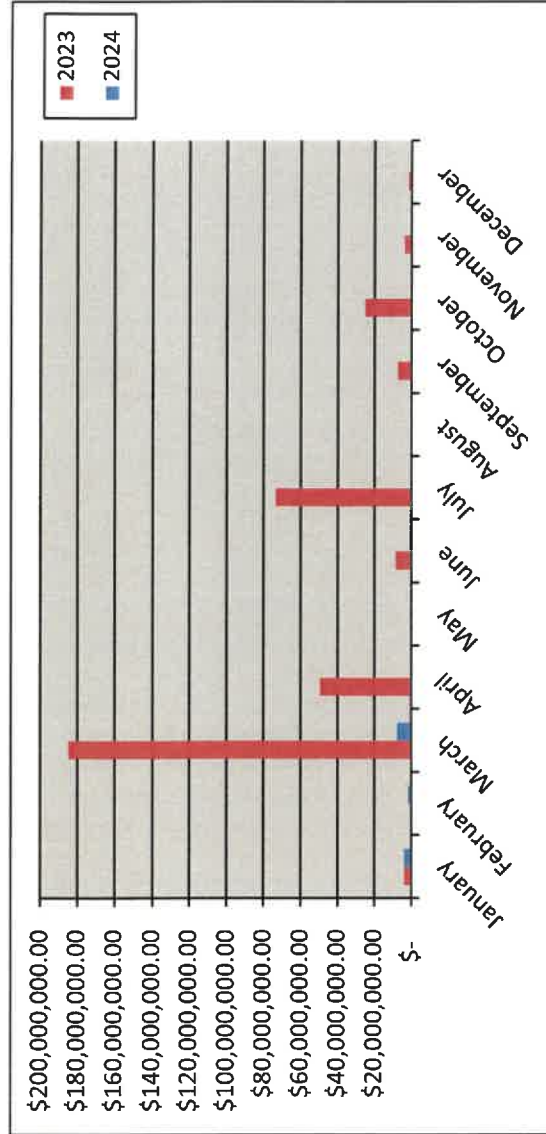
	Year	
	2022-2023	2023-2024
October	3	3
November	0	3
December	1	3
January	3	2
February	0	3
March	3	4
April	4	0
May	0	2
June	2	7
July	7	0
August	0	1
September	1	0
<b>Totals</b>	<b>24</b>	<b>18</b>



**New Commercial Value**

**Calendar Year**

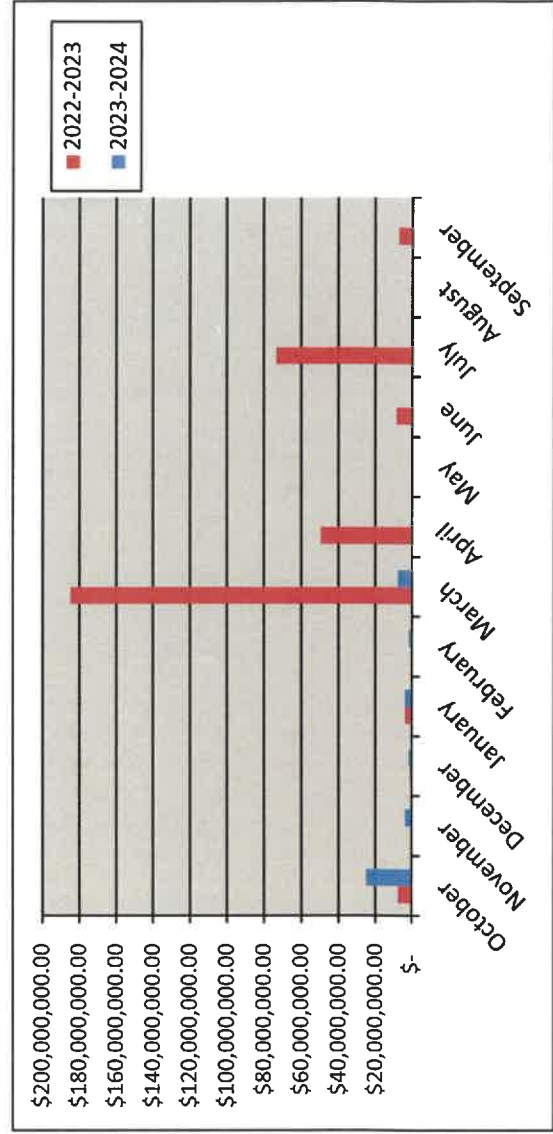
	Year	
	2023	2024
January	\$ 3,684,500.00	\$ 3,628,000.00
February	\$ -	\$ 1,600,000.00
March	\$ 184,834,500.00	\$ 7,573,400.00
April	\$ 49,466,652.00	
May	\$ -	
June	\$ 8,450,000.00	
July	\$ 73,254,209.00	
August	\$ -	
September	\$ 7,200,000.00	
October	\$ 25,014,439.00	
November	\$ 3,500,000.00	
December	\$ 1,539,000.00	
<b>Totals</b>	<b>\$ 356,943,300.00</b>	<b>\$ 12,801,400.00</b>



**New Commercial Value**

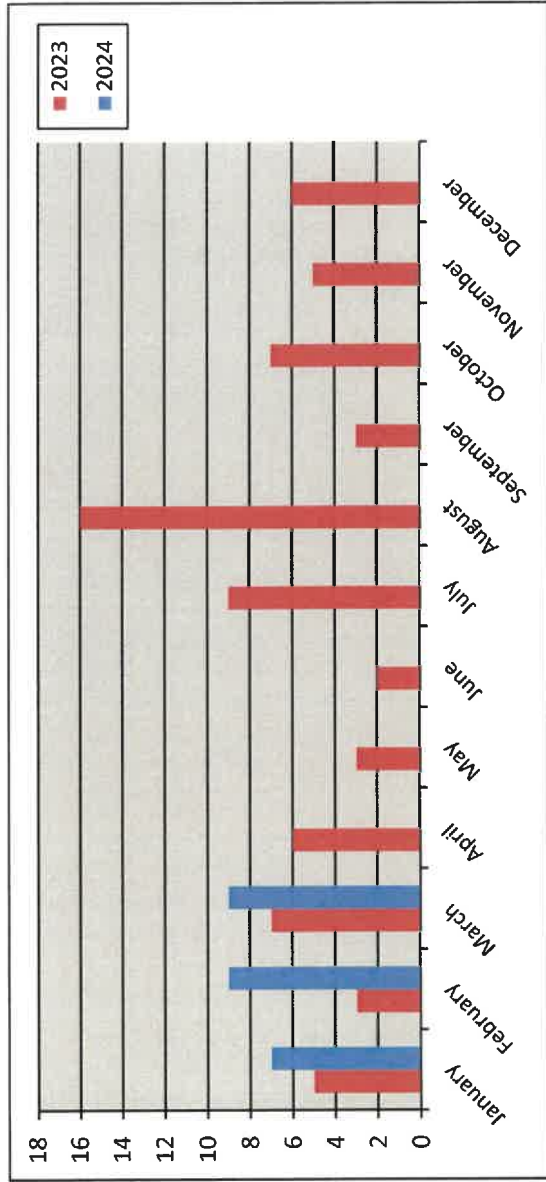
**Fiscal Year**

	Year	
	2022-2023	2023-2024
October	\$ 7,472,450.00	\$ 25,014,439.00
November	\$ -	\$ 3,500,000.00
December	\$ 1,000,000.00	\$ 1,539,000.00
January	\$ 3,684,500.00	\$ 3,628,000.00
February	\$ -	\$ 1,600,000.00
March	\$ 184,834,500.00	\$ 7,573,400.00
April	\$ 49,466,652.00	
May	\$ -	
June	\$ 8,450,000.00	
July	\$ 73,254,209.00	
August	\$ -	
September	\$ 7,200,000.00	
<b>Totals</b>	<b>\$ 335,362,311.00</b>	<b>\$ 42,854,839.00</b>



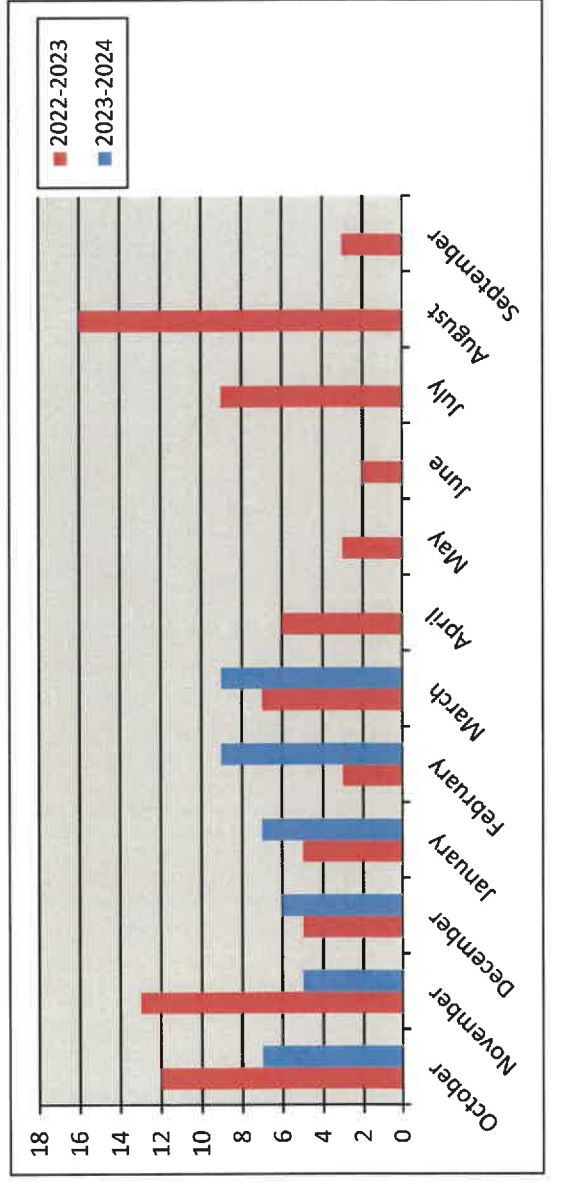
## Commercial Remodel Permits      Calendar Year

	Year	
	2023	2024
January	5	7
February	3	9
March	7	9
April	6	
May	3	
June	2	
July	9	
August	16	
September	3	
October	7	
November	5	
December	6	
<b>Totals</b>	<b>72</b>	<b>25</b>



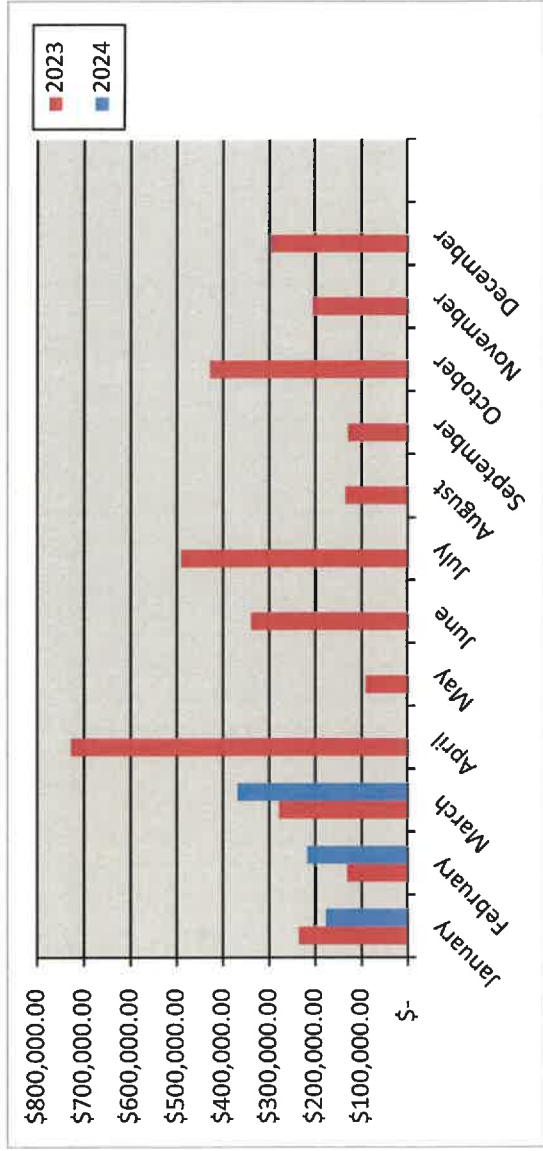
## Commercial Remodel Permits      Fiscal Year

	Year	
	2022-2023	2023-2024
October	12	7
November	13	5
December	5	6
January	5	7
February	3	9
March	7	9
April	6	
May	3	
June	2	
July	9	
August	16	
September	3	
<b>Totals</b>	<b>84</b>	<b>43</b>



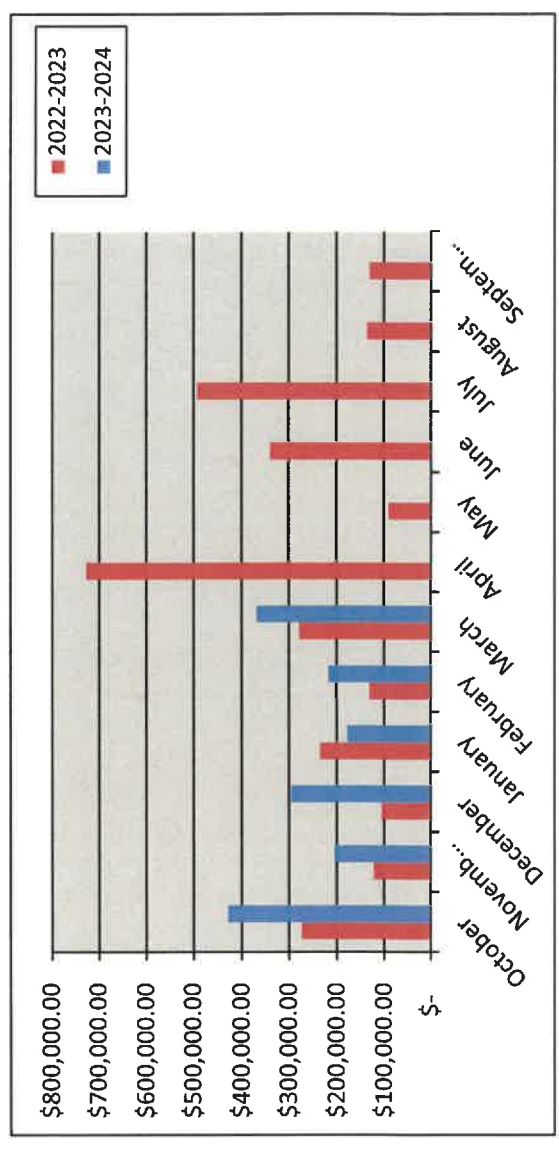
**Total Fees Collected      Calendar Year**

	Year	
	2023	2024
January	\$ 235,769.45	\$ 177,441.82
February	\$ 131,295.33	\$ 217,495.76
March	\$ 278,577.39	\$ 368,481.32
April	\$ 727,627.76	
May	\$ 91,036.40	
June	\$ 338,892.45	
July	\$ 491,588.49	
August	\$ 135,201.61	
September	\$ 129,729.04	
October	\$ 428,622.49	
November	\$ 204,858.87	
December	\$ 295,452.22	
<b>Totals</b>	<b>\$ 3,488,651.50</b>	<b>\$ 763,418.90</b>



**Total Fees Collected      Fiscal Year**

	Year	
	2022-2023	2023-2024
October	\$ 274,314.07	\$ 428,622.49
November	\$ 122,821.42	\$ 204,858.87
December	\$ 105,480.50	\$ 295,452.22
January	\$ 235,769.45	\$ 177,441.82
February	\$ 131,295.33	\$ 217,495.76
March	\$ 278,577.39	\$ 368,481.32
April	\$ 727,627.76	
May	\$ 91,036.40	
June	\$ 338,892.45	
July	\$ 491,588.49	
August	\$ 135,201.61	
September	\$ 129,729.04	
<b>Totals</b>	<b>\$ 3,062,333.91</b>	<b>\$ 1,692,352.48</b>



CERTIFICATES OF OCCUPANCY ISSUED

For the Period 3/1/2024 to 3/31/2024

Permit Number	Permit Type	Site Address	Total Fees
Application Date	Subtype	Parcel Number	
Issue Date	Status of Permit	Subdivision Name	
	Business Name	Plan Number	Valuation
			Total SQFT
			Fees Paid
CO2023-20	Certificate of Occupancy		
12/14/2023		2951 RIDGE RD,	\$76.50
03/19/2024	ISSUED	ROCKWALL, 75032	\$76.50
	Eggsquisite Cafe		

Contact Type	Contact Name	Contact Address			
	Business Phone				
Applicant	RAYMOND MARTINEZ	2951 RIDGE RD	Rockwall	TX	75032
Business Owner	BUJAR ASANI 817-881-3095	2951 RIDGE RD	Rockwall	TX	75032
Property Owner	KROGER TX LP	1014 VINE STREET	Cincinnati	OH	45202
Inspection Report C	BUJAR ASANI	2951 RIDGE RD	Rockwall	TX	75032

Contractors

CO2023-21	Certificate of Occupancy		
12/18/2023		1901 STATE HIGHWAY	\$76.50
03/04/2024	ISSUED	276, ROCKWALL,	21,318.00
	IDP TM Inc	75032	

Contact Type	Contact Name	Contact Address			
	Business Phone				
Business Owner	Brandon Buschold 805-304-5869	1901 State Highway 276	Rockwall	TX	75032
Property Owner	Brandon Buschold	1901 State Highway 276	Rockwall	TX	75032
Applicant	Scott Price				
Inspection Report C	Scott Price				

Contractors

CO2024-24	Certificate of Occupancy		
01/30/2024		695 W RUSK ST,	\$76.50
03/22/2024	ISSUED	ROCKWALL, TX, 75087	\$76.50
	Little Blessings Childcare and Preschool of Rockwall		



11:47:22AM

## CERTIFICATES OF OCCUPANCY ISSUED

For the Period 3/1/2024 to 3/31/2024

Permit Number	Permit Type	Site Address	Total Fees		
Application Date	Subtype	Parcel Number	Valuation	Total SQFT	Fees Paid
Issue Date	Status of Permit	Subdivision Name			
Contact Type	Contact Name Business Name Business Phone	Contact Address			
Applicant	Nathaniel Moore	221 Rue De Jean Ste 300	Lafayette	LA	70508
Business Owner	Nathaniel Moore	695 W RUSK ST	ROCKWALL	TX	75087
Property Owner	Rockwall TX LB, LLC	7150 Skillman Street, Ste 160, #210	Dallas	TX	75231
Inspection Report C	Mellissa Ashley	695 Rusk St.	Rockwall	TX	75087
<b>Contractors</b>					
CO2024-32	Certificate of Occupancy				
02/02/2024		2455 Ridge Rd, Suite 110,			\$76.50
03/19/2024	ISSUED POKEY O'S	Rockwall, TX 75087			\$76.50
Contact Type	Contact Name Business Name Business Phone	Contact Address			
Applicant	Cole Feigl	2455 Ridge Rd, Suite 110	Rockwall	TX	75087
Business Owner	Cole Feigl 214-907-5028	2455 Ridge Rd, Suite 110	Rockwall	TX	75087
Property Owner	2455 Ridge LLC	2701 Custer Parkway, Sutie 706	Richardson	TX	75080
Inspection Report C	Cole Feigl	2455 Ridge Rd, Suite 110	Rockwall	TX	75087
<b>Contractors</b>					
CO2024-44	Certificate of Occupancy				
02/26/2024		204 N FANNIN ST,			\$76.50
03/25/2024	ISSUED LAKESIDE FLORIST	ROCKWALL, 75087			\$76.50
Contact Type	Contact Name Business Name Business Phone	Contact Address			
Applicant	TOMMIE WELLS	204 N FANNIN ST	Rockwall	TX	75087
Business Owner	TOMMIE WELLS 972-771-4600	204 N FANNIN ST	Rockwall	TX	75087
Property Owner	EST OF CHARLES FALLS	309 ROOKERY CT	Marco Island	FL	34145
Inspection Report C	TOMMIE WELLS	204 N FANNIN ST	Rockwall	TX	75087
<b>Contractors</b>					

11:47:22AM

## CERTIFICATES OF OCCUPANCY ISSUED

For the Period 3/1/2024 to 3/31/2024

Permit Number	Permit Type	Site Address	Total Fees
Application Date	Subtype	Parcel Number	
Issue Date	Status of Permit	Subdivision Name	
	Business Name	Plan Number	Valuation
			Total SQFT
			Fees Paid
CO2024-46	Certificate of Occupancy		
02/26/2024		2455 Ridge Rd, Suite 205,	\$76.50
03/26/2024	ISSUED	ROCKWALL, 75087	\$76.50
	North Texas Custom Roofing and Construction Management (NTC)		

Contact Type	Contact Name	Contact Address			
	Business Phone				
Applicant	David Prokop	519 East Interstate 30	Rockwall	TX	75087
Business Owner	David Prokop 214-862-1009	2455 Ridge Rd, Suite 205	Rockwall	TX	75087
Property Owner	2455 Ridge LLC	2701 Custer Parkway, Suite 706	Richardson	TX	75080
Inspection Report C	David Prokop	519 East Interstate 30	Rockwall	TX	75087

## Contractors

CO2024-47	Certificate of Occupancy			
02/27/2024		1053 E INTERSTATE 30,	\$76.50	\$76.50
03/07/2024	ISSUED	111, ROCKWALL, 75032		
	ARZ Vibes - DBA: Nekter Juice Bar - Rockwall			

Contact Type	Contact Name	Contact Address			
	Business Phone				
Applicant	Asma Ziadeh	305 E FM 544, Suite 903	Murphy	TX	75094
Business Owner	Asma Ziadeh	1053 E INTERSTATE 30, 111	Rockwall	TX	75032
Property Owner	Asma Ziadeh	1053 I-30 Frontage Rd., Ste. 111	Rockwall	TX	75087
Inspection Report C	Amer Doko	305 E FM 544	Murphy	TX	75094

## Contractors

CO2024-48	Certificate of Occupancy			
02/28/2024		2265 N LAKESHORE DR,	\$76.50	\$76.50
03/05/2024	ISSUED	101, ROCKWALL, 75087		
	Texas Health Family Care			

11:47:22AM

## CERTIFICATES OF OCCUPANCY ISSUED

For the Period 3/1/2024 to 3/31/2024

Permit Number	Permit Type	Site Address	Total Fees		
Application Date	Subtype	Parcel Number	Valuation	Total SQFT	Fees Paid
Issue Date	Status of Permit	Subdivision Name			
Contact Type	Contact Name Business Name Business Phone	Contact Address			
Applicant	Robin Kelly	4480 Shiloh Rd	Midlothian	TX	76065
Business Owner	Texas Health Resources	2265 N LAKESHORE DR, 101	ROCKWALL	TX	78087
Property Owner	Texas Health Resources	612 E Lamar Blvd	Arlington	TX	76011
Inspection Report C	Robin Kelly	4480 Shiloh Rd	Midlothian	TX	76065

**Contractors**

CO2024-49	Certificate of Occupancy				
02/29/2024					\$76.50
03/19/2024	ISSUED	308 N FANNIN ST, ROCKWALL, 75087			\$76.50
	Wades Landing LLC				

Contact Type	Contact Name Business Name Business Phone	Contact Address			
Applicant	Chris Beardon	2710 Courtland Way	Rockwall	TX	75032
Business Owner	Chris Beardon	308 N FANNIN ST	ROCKWALL	TX	75087
Property Owner	CM FANNIN I, LP	4514 TRAVIS STREET SUITE 326	DALLAS	TX	75025
Inspection Report C	Chris Beardon	2710 Courtland Way	Rockwall	TX	75032

**Contractors**

CO2024-54	Certificate of Occupancy				
03/04/2024					\$76.50
03/22/2024	ISSUED	337 COUNTY LINE RD, ROCKWALL, TX, 75032			\$76.50
	Lane-Link Group				

Contact Type	Contact Name Business Name Business Phone	Contact Address			
Applicant	Lane-Link Group, Inc.	1572 Rabbit Ridge	Heath	TX	75032
Business Owner	David Lane	337 COUNTY LINE RD	ROCKWALL	TX	75032
Property Owner	Buffalo Creek Business Park Ltd	2324 East I-30	Royce City	TX	75189
Inspection Report C	David Lane	1572 Rabbit Ridge	Heath	TX	75032

**Contractors**

CERTIFICATES OF OCCUPANCY ISSUED

For the Period 3/1/2024 to 3/31/2024

Permit Number	Permit Type	Site Address	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Subdivision Name			
	Business Name	Plan Number		Total SQFT	
COM2023-1757	Commercial Building Permit				
04/21/2023	Certificate of Occupancy	5725 HORIZON RD,	\$313,138.00	\$76.50	\$76.50
03/07/2024	ISSUED	ROCKWALL, TX, 75032		3,834.00	
	ROCKWALL BLACK BELT ACADEMY				

Contact Type	Contact Name Business Phone	Contact Address			
Applicant	Robert Powell	5725 Horizon Rd	Rockwall	TX	75087
Property Owner	ROCKWALL BLACK BELT ACADEMY	3023 RED RODGE DR	ROCKWALL	TX	75032
Inspection Report C	Stephen Milner		Rockwall	TX	75087
Consultant	RCAD	841 Justin Rd	Rockwall	TX	75087
Business Owner	ROBERT POWELL 469-863-3255	5725 HORIZON RD	ROCKWALL	TX	75032

**Contractors**

Contact Type	Contact Name Business Phone	Contact Address			
Applicant	Robert Powell	5725 Horizon Rd	Rockwall	TX	75087
Property Owner	ROCKWALL BLACK BELT ACADEMY	3023 RED RODGE DR	ROCKWALL	TX	75032
Inspection Report C	Stephen Milner		Rockwall	TX	75087
Consultant	RCAD	841 Justin Rd	Rockwall	TX	75087
Business Owner	ROBERT POWELL 469-863-3255	5725 HORIZON RD	ROCKWALL	TX	75032

**Contractors**

COM2023-5827	Commercial Building Permit			\$76.50	\$76.50
11/17/2023	Certificate of Occupancy	303 E Rusk St, Suite 2C,			
03/07/2024	ISSUED	Rockwall, TX 75087		1,900.00	
	Charming Events LLC				

**CERTIFICATES OF OCCUPANCY ISSUED**

For the Period 3/1/2024 to 3/31/2024

Permit Number	Permit Type	Site Address				Total Fees
Application Date	Subtype	Parcel Number				
Issue Date	Status of Permit	Subdivision Name				
	Business Name	Plan Number	Valuation	Total SQFT	Fees Paid	
Contact Type	Contact Name Business Phone	Contact Address				
Business Owner	Pare Underwood & Haley 068-264-5136	303 E Rusk St	Rockwall	TX	75087	
Property Owner	HIS COVENANT CHILDREN INC	Attn: Anette Lall	Rockwall	TX	75087	
Applicant	Pare Underwood	303 E Rusk St	Rockwall	TX	75087	
Inspection Report C	Pare Underwood	303 E Rusk St	Rockwall	TX	75087	

**Contractors**

TCO2024-50 Temporary Certificate of Occupancy  
 03/01/2024 501 YACHT CLUB DR,  
 03/01/2024 ISSUED ROCKWALL, 75032  
 Chandlers Landing Community Association

Contact Type	Contact Name Business Phone	Contact Address				
Applicant	Andrea Pixley	501 Yacht Club Dr	Rockwall	TX	75032	
Business Owner	Chandlers Landing Community Association 032-771-1593	501 YACHT CLUB DR	ROCKWALL	TX	75032	
Property Owner	Chandlers Landing Community Association	501 Yacht Club Dr	Rockwall	TX	75032	
Inspection Report C	Andrea Pixley	501 Yacht Club Dr	Rockwall	TX	75032	

**Contractors**

**Total Valuation: \$626,276.00**  
**Total Fees: \$994.50**  
**Total Fees Paid: \$994.50**





City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO: Mayor and Council Members**

**FROM: Mary Smith, City Manager**

**DATE: May 3, 2024**

**SUBJECT: March 2024 Quarterly Budget Report**

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The following analysis is offered for the period ended March 31, 2024 budget report. The budget is established in broad categories with line item estimates. In each category actual expenses as a whole should be considered rather than at the line item level. The typical budget threshold for this period is 50%. The below categories exceed the threshold but most are not unusual for this time of year. Those line items which may require increases or off-setting decreases will be developed as we finalize the budget setting process for the next fiscal year.

### General Fund Revenues

- All revenues are coming in at or above expected levels with a few exceptions. Overall revenues are at 65% of budget due to the timing of property tax payments and holiday sales effect on sales taxes.
- Sales tax – despite budgeting for sales tax revenue to be flat we are running close to 2.5% ahead of projection. We have experienced two significant audit adjustments – the Comptroller determined we were overpaid and took the funds back. This happened in both March and April.
- Building Permits – we continue to be down for new builds but permits issued do seem to be on the uptick at this point.

### General Fund Expenditures

There are not any remarkable variances from budgeted expenditures. Overall, the General Fund is running at 43% for the first two quarters of the budget year.

The exception is vehicles and other large capital items – The Council raised the Purchasing threshold to \$50,000 which allowed us to go to local dealerships and negotiate the purchase of several vehicles approved in this year budget. We were also able to buy a pickup which was ordered three years ago and as it turns out the COOP cancelled the purchase but never told us – just kept saying it was in process. We were able to cancel several vehicle orders and get the new purchases into use into a timely manner. The exception will be Police patrol units. The police package is not available on the dealer lot so we are still tied to “supply chain problems”. We did receive several of the FY2023 vehicles we were still waiting for so that gives us some relief there. The budget appropriation was in the year it was ordered so we will need to amend those received this year into the budget. They were planned from Reserves – the purchase hits reserves at the point they are paid not the year they are ordered.

Major capital projects included in the budget including the remodel of offices for Fire Administration, Fire Marshal and several Police divisions were substantially completed in this period so those capital lines reflect these expenditures as well as the improvements budgeted at the Animal Adoption Center.

Several Contractual categories exceeded budget thresholds but this is to be expected since most maintenance agreements are paid in full in the first couple of months of the budget.

#### Water / Sewer Revenues

- Water sales – sales are slightly ahead of this time of year. We saw significant usage – more than 2.6 million gallons per day ahead of our previous year consumption in January than 1 million gallons per day ahead in February and 1.6 million gallons per day in March. The majority of our revenue though is from July – September consumption.
- All other revenues are in line with projections as these revenues are always higher in the dry summer months.

#### Water / Sewer Expenditures

- Generally, these accounts are within normal ranges for this period. NTMWD requires payments in advance for the various services they provide so those categories can seem ahead of budget projections but that will resolve itself when we pay the 12<sup>th</sup> invoice in August.
- Capital – same note as in the General Fund. We've had better success getting vehicles in this budget year. All other accounts are within thresholds.

**CITY OF ROCKWALL  
REPORT OF REVENUES  
FOR THE PERIOD ENDED MARCH 31, 2024  
WITH COMPARATIVE TOTAL FROM PRIOR YEAR**

**GENERAL FUND**

	Fiscal Year 2023			Fiscal Year 2024		
	Amended	Actual	Percentage	Amended	Actual	Percentage
<b>00 REVENUES</b>						
311 - PROPERTY TAXES						
4100 - CURRENT PROPERTY TAXES	13,910,850	13,204,021	94.92%	14,645,600	14,570,889	99.49%
4105 - DELINQUENT PROPERTY TAX	80,000	40,953	51.19%	80,000	53,895	67.37%
4110 - PENALTY AND INTEREST	60,000	20,120	33.53%	60,000	29,546	49.24%
<b>311 - PROPERTY TAXES Total</b>	<b>14,050,850</b>	<b>13,265,094</b>	<b>94.41%</b>	<b>14,785,600</b>	<b>14,654,330</b>	<b>99.11%</b>
<b>313 - SALES TAXES</b>						
4150 - CITY SALES TAX	25,800,000	13,511,106	52.37%	27,050,000	13,826,015	51.11%
4155 - BEVERAGE TAXES	200,000	205,478	102.74%	250,000	155,312	62.12%
<b>313 - SALES TAXES Total</b>	<b>26,000,000</b>	<b>13,716,584</b>	<b>52.76%</b>	<b>27,300,000</b>	<b>13,981,327</b>	<b>51.21%</b>
<b>315 - FRANCHISE FEES</b>						
4201 - ELECTRIC FRANCHISE FEES	2,065,000	1,401,944	67.89%	2,300,000	1,042,547	45.33%
4203 - TELEPHONE FRANCHISE FEES	70,000	32,913	47.02%	63,000	28,683	45.53%
4205 - GAS FRANCHISE FEES	650,000	898,277	138.20%	850,000	809,050	95.18%
4207 - CABLE TV FRANCHISE FEE	295,000	137,630	46.65%	285,000	123,475	43.32%
4209 - GARBAGE FRANCHISE FEE	360,000	154,459	42.91%	395,000	205,617	52.05%
<b>315 - FRANCHISE FEES Total</b>	<b>3,440,000</b>	<b>2,625,223</b>	<b>76.31%</b>	<b>3,893,000</b>	<b>2,209,372</b>	<b>56.75%</b>
<b>318 - FEES</b>						
4250 - PARK & RECREATION FEES	18,000	17,210	95.61%	20,000	19,721	98.61%
4251 - MUNICIPAL POOL FEES	22,000	500	2.27%	20,000	200	1.00%
4253 - CENTER RENTALS-7%	15,000	8,800	58.67%	15,000	4,720	31.47%
4255 - HARBOR RENTALS	1,000	200	20.00%	1,000	-	0.00%
4270 - CODE ENFORCEMENT FEES	15,000	41,618	277.45%	20,000	17,809	89.04%
4280 - PLANNING AND ZONING FEES	75,000	35,374	47.17%	75,000	15,226	20.30%
4283 - CONSTRUCTION INSPECTION	500,000	618,861	123.77%	600,000	335,160	55.86%
4288 - MIXED BEVERAGE PERMIT FEE	15,000	11,975	79.83%	15,000	12,060	80.40%
4295 - FIRE-PLAN REVIEW FEES	4,500	2,850	63.33%	4,500	2,850	63.33%
<b>318 - FEES Total</b>	<b>665,500</b>	<b>737,388</b>	<b>110.80%</b>	<b>770,500</b>	<b>407,746</b>	<b>52.92%</b>
<b>321 - PERMITS</b>						
4300 - BUILDING PERMITS	1,150,000	426,216	37.06%	900,000	493,863	54.87%
4302 - FENCE PERMITS	20,000	11,300	56.50%	20,000	8,650	43.25%
4304 - ELECTRICAL PERMITS	25,000	34,595	138.38%	40,000	24,927	62.32%
4306 - PLUMBING PERMITS	50,000	37,573	75.15%	60,000	34,748	57.91%
4308 - MECHANICAL PERMITS	55,000	9,625	17.50%	35,000	9,575	27.36%
4310 - DAY CARE CENTER PERMITS	5,500	2,850	51.82%	5,500	2,070	37.64%
4312 - HEALTH PERMITS	132,000	110,189	83.48%	128,000	100,683	78.66%
4314 - SIGN PERMITS	20,000	10,725	53.63%	20,000	10,200	51.00%
4320 - MISC. PERMITS	65,000	41,338	63.60%	75,000	45,326	60.43%
<b>321 - PERMITS Total</b>	<b>1,522,500</b>	<b>684,411</b>	<b>44.95%</b>	<b>1,283,500</b>	<b>730,042</b>	<b>56.88%</b>

**322 - MUNICIPAL COURT**

4400 - COURT FINES	275,000	111,674	40.61%	275,000	129,697	47.16%
4402 - COURT FEES	60,000	22,138	36.90%	60,000	25,835	43.06%
4404 - WARRANT FEES	30,000	11,925	39.75%	30,000	13,561	45.20%
4406 - COURT DEFERRAL FEES	90,000	40,201	44.67%	90,000	48,122	53.47%
4408 - ANIMAL REGISTRATION FEE	5,000	2,355	47.10%	5,000	1,891	37.82%
4414 - ALARM FEES AND FINES	62,000	15,661	25.26%	62,000	23,807	38.40%
<b>322 - MUNICIPAL COURT Total</b>	<b>522,000</b>	<b>203,954</b>	<b>39.07%</b>	<b>522,000</b>	<b>242,913</b>	<b>46.54%</b>

**323 - MISCELLANEOUS REVENUE**

4001 - INTEREST EARNINGS	50,000	614,972	1229.94%	750,000	893,404	119.12%
4007 - SALE OF SUPPLIES	500	79	15.80%	500	-	0.00%
4010 - AUCTION /SCRAP PROCEEDS	20,000	-	0.00%	20,000	-	0.00%
4019 - MISCELLANEOUS REVENUE	30,000	153,442	511.47%	50,000	113,331	226.66%
<b>323 - MISCELLANEOUS REVENUE Total</b>	<b>100,500</b>	<b>768,493</b>	<b>764.67%</b>	<b>820,500</b>	<b>1,006,735</b>	<b>122.70%</b>

**330 - INTERGOVERNMENTAL REVENUES**

4500 - GRANT PROCEEDS	1,463,150	524,110	35.82%	1,026,000	292,954	28.55%
4510 - SCHOOL PATROLS	741,200	428,217	57.77%	941,600	227,395	24.15%
4520 - COUNTY CONTRACTS	1,000	320	32.00%	1,000	480	48.00%
4530 - CITY CONTRACTS	594,700	172,696	29.04%	735,350	183,842	25.00%
<b>330 - INTERGOVERNMENTAL REVENUES Total</b>	<b>2,800,050</b>	<b>1,125,343</b>	<b>40.19%</b>	<b>2,703,950</b>	<b>704,671</b>	<b>26.06%</b>

## 391 - OPERATING TRANSFERS

4902 - TRANSFER IN - W/S	400,000	400,000	100.00%	400,000	400,000	100.00%
<b>391 - OPERATING TRANSFERS Total</b>	<b>400,000</b>	<b>400,000</b>		<b>400,000</b>	<b>400,000</b>	<b>100.00%</b>

**NON - NON-OPERATING REVENUES**

4480 - TOWER LEASES	25,000	11,757	47.03%	25,000	17,005	68.02%
4460 - OFFICE LEASE	-	-	0.00%	62,600	-	0.00%
4680 - DEVELOPER CONTRIBUTIONS	30,000	-	0.00%	-	31,169	0.00%
<b>NON - NON-OPERATING REVENUES Total</b>	<b>55,000</b>	<b>11,757</b>	<b>21.38%</b>	<b>87,600</b>	<b>48,174</b>	<b>54.99%</b>

**00 REVENUES Total**

<b>49,556,400</b>	<b>33,538,247</b>	<b>67.68%</b>	<b>52,566,650</b>	<b>34,385,310</b>	<b>65.41%</b>
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**CITY OF ROCKWALL  
REPORT OF EXPENDITURES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023  
WITH COMPARATIVE TOTAL FROM PRIOR YEAR**

**GENERAL FUND**

	Fiscal Calendar 2023			Fiscal Calendar 2024		
	Amended Budget	Actual	Percentage	Amended Budget	Actual	Percentage
<b>01 MAYOR/COUNCIL</b>						
10 - PERSONNEL SERVICES	24,200	12,111	50.04%	24,200	12,111	50.04%
20 - CONTRACTUAL	69,700	68,118	97.73%	72,800	70,002	96.16%
30 - SUPPLIES	1,250	184	14.74%	1,250	231	18.51%
40 - OPERATIONS	52,700	25,917	49.18%	55,700	34,905	62.67%
<b>01 MAYOR/COUNCIL Total</b>	<b>147,850</b>	<b>106,329</b>	<b>71.92%</b>	<b>153,950</b>	<b>117,249</b>	<b>76.16%</b>
<b>05 ADMINISTRATION</b>						
10 - PERSONNEL SERVICES	1,255,800	538,314	42.87%	1,275,150	641,263	50.29%
20 - CONTRACTUAL	946,800	462,725	48.87%	922,200	487,398	52.85%
30 - SUPPLIES	19,500	9,501	48.72%	21,500	8,055	37.47%
391 - OPERATING TRANSFERS	3,300,450	2,975,000	90.14%	3,653,500	3,575,450	97.86%
40 - OPERATIONS	59,000	47,618	80.71%	60,000	37,464	62.44%
50 - UTILITIES	8,300	2,640	31.81%	8,300	3,471	41.82%
<b>05 ADMINISTRATION Total</b>	<b>5,589,850</b>	<b>4,035,798</b>	<b>72.20%</b>	<b>5,940,650</b>	<b>4,753,101</b>	<b>80.01%</b>
<b>06 ADMINISTRATIVE SERVICES</b>						
10 - PERSONNEL SERVICES	411,850	239,527	58.16%	430,050	203,663	47.36%
20 - CONTRACTUAL	7,500	7,508	100.10%	8,200	8,183	99.79%
30 - SUPPLIES	1,500	524	34.92%	1,500	340	22.67%
40 - OPERATIONS	48,700	20,956	43.03%	49,100	19,424	39.56%
50 - UTILITIES	3,500	564	16.11%	3,500	1,209	34.54%
<b>06 ADMINISTRATIVE SERVICES Total</b>	<b>473,050</b>	<b>269,078</b>	<b>56.88%</b>	<b>492,350</b>	<b>232,819</b>	<b>47.29%</b>
<b>07 INFORMATION TECHNOLOGY</b>						
10 - PERSONNEL SERVICES	584,300	221,863	37.97%	603,700	288,549	47.80%
20 - CONTRACTUAL	510,500	298,151	58.40%	525,200	303,770	57.84%
30 - SUPPLIES	22,200	8,582	38.66%	22,200	8,682	39.11%
40 - OPERATIONS	17,500	2,946	16.83%	17,500	2,767	15.81%
50 - UTILITIES	6,150	2,608	42.41%	6,150	2,913	47.37%
<b>07 INFORMATION TECHNOLOGY Total</b>	<b>1,140,650</b>	<b>534,150</b>	<b>46.83%</b>	<b>1,174,750</b>	<b>606,681</b>	<b>51.64%</b>
<b>09 INTERNAL OPERATIONS</b>						
10 - PERSONNEL SERVICES	755,000	399,104	77.86%	772,150	389,009	50.38%
20 - CONTRACTUAL	1,401,000	1,090,787	58.51%	1,489,450	819,455	55.02%
30 - SUPPLIES	93,900	54,936	11.64%	100,500	47,536	47.30%
40 - OPERATIONS	3,100	361	46.58%	3,000	794	26.47%
50 - UTILITIES	410,100	191,030	399.60%	486,200	234,096	48.15%
60 - CAPITAL	110,900	443,154	0.00%	815,650	503,719	61.76%
<b>09 INTERNAL OPERATIONS Total</b>	<b>2,774,000</b>	<b>2,179,372</b>	<b>78.56%</b>	<b>3,666,950</b>	<b>1,994,609</b>	<b>54.39%</b>
<b>15 FINANCE</b>						
<b>11 FINANCE</b>						
10 - PERSONNEL SERVICES	568,800	236,683	41.61%	574,400	194,539	33.87%
20 - CONTRACTUAL	502,900	312,479	62.14%	504,200	363,323	72.06%
30 - SUPPLIES	64,250	40,127	62.45%	64,250	40,290	62.71%
40 - OPERATIONS	9,000	1,615	17.94%	9,000	3,523	39.14%
50 - UTILITIES	1,250	564	45.12%	1,250	611	48.88%
<b>11 FINANCE Total</b>	<b>1,146,200</b>	<b>591,468</b>	<b>51.60%</b>	<b>1,153,100</b>	<b>602,286</b>	<b>52.23%</b>



<b>15 MUNICIPAL COURT</b>						
10 - PERSONNEL SERVICES	387,900	224,903	57.98%	331,200	172,337	52.03%
20 - CONTRACTUAL	128,500	68,869	53.59%	129,600	80,047	61.76%
30 - SUPPLIES	4,750	3,142	66.16%	4,750	1,129	23.77%
40 - OPERATIONS	5,000	2,500	50.00%	5,000	1,843	36.86%
60 - CAPITAL	-	-	0.00%	37,700	37,692	99.98%
<b>15 MUNICIPAL COURT Total</b>	<b>526,150</b>	<b>299,415</b>	<b>56.91%</b>	<b>508,250</b>	<b>293,048</b>	<b>57.66%</b>
<b>20 FIRE</b>						
<b>25 OPERATIONS</b>						
10 - PERSONNEL SERVICES	6,295,200	3,070,315	48.77%	7,424,600	3,267,000	44.00%
20 - CONTRACTUAL	243,000	173,177	71.27%	283,900	154,646	54.47%
30 - SUPPLIES	161,650	69,426	42.95%	236,800	65,093	27.49%
40 - OPERATIONS	49,500	46,992	94.93%	54,250	26,188	48.27%
50 - UTILITIES	4,300	1,800	41.86%	4,300	1,950	45.35%
60 - CAPITAL	560,000	48,625	8.68%	500,000	-	0.00%
<b>25 OPERATIONS Total</b>	<b>7,313,650</b>	<b>3,410,335</b>	<b>46.63%</b>	<b>8,503,850</b>	<b>3,514,877</b>	<b>41.33%</b>
<b>29 FIRE MARSHAL</b>						
10 - PERSONNEL SERVICES	640,000	317,054	49.54%	662,200	322,373	48.68%
20 - CONTRACTUAL	29,000	18,304	63.12%	32,500	22,373	68.84%
30 - SUPPLIES	74,900	19,134	25.55%	68,700	36,746	53.49%
40 - OPERATIONS	28,000	14,504	51.80%	32,500	6,559	20.18%
50 - UTILITIES	5,000	2,209	44.18%	5,000	2,444	48.88%
60 - CAPITAL	110,650	168,487	152.27%	49,000	40,402	82.45%
<b>29 FIRE MARSHAL Total</b>	<b>887,550</b>	<b>539,692</b>	<b>60.81%</b>	<b>849,900</b>	<b>430,897</b>	<b>50.70%</b>
<b>30 POLICE</b>						
<b>31 POLICE ADMINISTRATION</b>						
10 - PERSONNEL SERVICES	1,401,600	640,819	45.72%	1,517,050	699,908	46.14%
20 - CONTRACTUAL	126,300	100,308	79.42%	135,250	92,367	68.29%
30 - SUPPLIES	31,500	11,824	37.54%	23,500	6,361	27.07%
40 - OPERATIONS	89,150	25,056	28.11%	89,150	52,696	59.11%
50 - UTILITIES	9,000	3,070	34.11%	9,000	3,775	41.94%
60 - CAPITAL	-	34,673	-	1,400	-	0.00%
<b>31 POLICE ADMINISTRATION Total</b>	<b>1,657,550</b>	<b>815,749</b>	<b>49.21%</b>	<b>1,775,350</b>	<b>855,107</b>	<b>48.17%</b>
<b>32 COMMUNICATIONS</b>						
10 - PERSONNEL SERVICES	1,297,700	607,456	46.81%	1,307,750	665,009	50.85%
20 - CONTRACTUAL	415,300	353,469	85.11%	388,000	299,357	77.15%
30 - SUPPLIES	7,450	4,054	54.42%	7,450	511	6.86%
40 - OPERATIONS	13,150	5,005	38.06%	27,100	3,855	14.23%
50 - UTILITIES	4,900	1,348	27.51%	4,900	2,049	41.82%
<b>32 COMMUNICATIONS Total</b>	<b>1,738,500</b>	<b>971,333</b>	<b>55.87%</b>	<b>1,735,200</b>	<b>970,781</b>	<b>55.95%</b>
<b>33 PATROL</b>						
10 - PERSONNEL SERVICES	6,674,250	3,050,454	45.70%	6,855,350	3,482,223	50.80%
20 - CONTRACTUAL	157,000	92,056	58.63%	157,000	88,690	56.49%
30 - SUPPLIES	547,550	229,916	41.99%	524,050	152,640	29.13%
40 - OPERATIONS	86,000	33,572	39.04%	86,000	48,028	55.85%
50 - UTILITIES	15,950	5,557	34.84%	19,950	6,681	33.49%
60 - CAPITAL	691,000	569,565	82.43%	1,566,250	558,151	35.64%
<b>33 PATROL Total</b>	<b>8,171,750</b>	<b>3,981,120</b>	<b>48.72%</b>	<b>9,208,600</b>	<b>4,336,413</b>	<b>47.09%</b>

<b>34 CRIMINAL INVESTIGATIONS</b>						
10 - PERSONNEL SERVICES	2,002,200	1,051,931	52.54%	2,184,200	1,034,181	47.35%
20 - CONTRACTUAL	124,600	56,734	45.53%	159,450	75,897	47.60%
30 - SUPPLIES	50,800	26,112	51.40%	55,800	14,661	26.27%
40 - OPERATIONS	17,800	7,024	39.46%	21,500	4,366	20.31%
50 - UTILITIES	19,550	5,422	27.73%	12,350	6,574	53.23%
60 - CAPITAL	101,500	139,584	137.52%	1,400	-	0.00%
<b>34 CRIMINAL INVESTIGATIONS Total</b>	<b>2,316,450</b>	<b>1,286,807</b>	<b>55.55%</b>	<b>2,434,700</b>	<b>1,135,679</b>	<b>46.65%</b>
<b>35 COMMUNITY SERVICES</b>						
10 - PERSONNEL SERVICES	1,724,650	887,999	51.49%	1,969,200	1,026,944	52.15%
20 - CONTRACTUAL	189,750	82,867	43.67%	22,000	14,023	63.74%
30 - SUPPLIES	106,550	31,814	29.86%	98,550	33,447	33.94%
40 - OPERATIONS	9,900	369	3.73%	9,900	507	5.12%
50 - UTILITIES	4,900	1,579	32.22%	13,400	3,365	25.11%
60 - CAPITAL	111,000	85,795	77.29%	-	-	0.00%
<b>35 COMMUNITY SERVICES Total</b>	<b>2,146,750</b>	<b>1,090,423</b>	<b>50.79%</b>	<b>2,113,050</b>	<b>1,078,286</b>	<b>51.03%</b>
<b>36 WARRANTS</b>						
10 - PERSONNEL SERVICES	276,500	134,360	48.59%	286,350	137,806	48.13%
20 - CONTRACTUAL	2,600	1,192	45.84%	2,600	425	16.35%
30 - SUPPLIES	3,150	624	19.81%	3,150	501	15.90%
<b>36 WARRANTS Total</b>	<b>282,250</b>	<b>136,176</b>	<b>48.25%</b>	<b>292,100</b>	<b>138,732</b>	<b>26.07%</b>
<b>37 POLICE RECORDS</b>						
10 - PERSONNEL SERVICES	345,400	180,317	52.21%	351,650	177,653	50.52%
20 - CONTRACTUAL	3,900	540	13.86%	1,500	1,110	74.00%
30 - SUPPLIES	2,950	1,534	52.01%	2,950	1,018	34.51%
40 - OPERATIONS	5,100	2,385	46.76%	5,100	2,362	46.32%
60 - CAPITAL	-	200	0.00%	-	-	0.00%
<b>37 POLICE RECORDS Total</b>	<b>357,350</b>	<b>184,976</b>	<b>51.76%</b>	<b>361,200</b>	<b>182,143</b>	<b>50.43%</b>
<b>40 COMMUNITY DEVELOPMENT</b>						
<b>41 PLANNING</b>						
10 - PERSONNEL SERVICES	829,800	364,954	43.98%	851,800	403,484	47.37%
20 - CONTRACTUAL	87,600	51,612	58.92%	140,050	47,227	33.72%
30 - SUPPLIES	4,400	1,299	29.52%	6,200	2,448	39.48%
40 - OPERATIONS	36,700	17,263	47.04%	33,200	12,002	36.15%
50 - UTILITIES	1,300	564	43.38%	1,300	657	50.54%
<b>41 PLANNING Total</b>	<b>959,800</b>	<b>435,691</b>	<b>45.39%</b>	<b>1,032,550</b>	<b>465,818</b>	<b>45.11%</b>
<b>42 NEIGHBORHOOD IMPROVEMENT</b>						
10 - PERSONNEL SERVICES	380,900	183,567	48.19%	393,450	189,003	48.04%
20 - CONTRACTUAL	184,700	58,441	31.64%	173,750	54,503	31.37%
30 - SUPPLIES	21,500	5,527	25.70%	20,500	3,481	16.98%
40 - OPERATIONS	9,650	1,277	13.24%	9,650	2,748	28.48%
50 - UTILITIES	3,750	1,251	33.36%	3,750	901	24.03%
<b>42 NEIGHBORHOOD IMPROVEMENT Total</b>	<b>600,500</b>	<b>250,063</b>	<b>41.64%</b>	<b>601,100</b>	<b>250,636</b>	<b>41.70%</b>
<b>43 BUILDING INSPECTIONS</b>						
10 - PERSONNEL SERVICES	787,350	380,360	48.31%	814,250	390,751	47.99%
20 - CONTRACTUAL	129,000	88,206	68.38%	119,000	24,716	20.77%
30 - SUPPLIES	19,800	4,413	22.29%	19,800	3,347	16.90%
40 - OPERATIONS	13,250	7,487	56.51%	10,250	2,665	26.00%
50 - UTILITIES	6,400	2,799	43.74%	6,400	2,717	42.45%
<b>43 BUILDING INSPECTIONS Total</b>	<b>955,800</b>	<b>483,264</b>	<b>50.56%</b>	<b>969,700</b>	<b>424,196</b>	<b>43.75%</b>

<b>45 PARKS AND RECREATION</b>						
<b>45 PARKS</b>						
10 - PERSONNEL SERVICES	1,497,800	712,264	47.55%	1,614,200	802,814	49.73%
20 - CONTRACTUAL	1,020,000	369,764	36.25%	1,063,450	386,799	36.37%
30 - SUPPLIES	611,500	369,307	60.39%	626,000	322,546	51.52%
40 - OPERATIONS	18,250	5,779	31.67%	18,250	5,643	30.92%
50 - UTILITIES	342,500	125,373	36.61%	346,500	134,276	38.75%
60 - CAPITAL	185,000	180,774	97.72%	117,500	112,923	96.10%
<b>45 PARKS Total</b>	<b>3,675,050</b>	<b>1,763,261</b>	<b>47.98%</b>	<b>3,785,900</b>	<b>1,765,001</b>	<b>46.62%</b>
<b>46 HARBOR O &amp; M</b>						
10 - PERSONNEL SERVICES	141,050	73,406	52.04%	258,700	80,800	31.23%
20 - CONTRACTUAL	260,300	131,252	50.42%	360,300	146,967	40.79%
30 - SUPPLIES	101,000	21,354	21.14%	101,000	31,407	31.10%
40 - OPERATIONS	1,050	320	30.48%	1,050	-	0.00%
50 - UTILITIES	123,600	58,759	47.54%	123,600	91,184	73.77%
60 - CAPITAL				45,000	44,300	98.44%
<b>46 HARBOR O &amp; M Total</b>	<b>627,000</b>	<b>285,091</b>	<b>45.47%</b>	<b>844,650</b>	<b>394,658</b>	<b>46.72%</b>
<b>47 RECREATION</b>						
10 - PERSONNEL SERVICES	882,000	332,745	37.73%	927,500	356,918	38.48%
20 - CONTRACTUAL	50,500	22,937	45.42%	50,500	13,561	26.85%
30 - SUPPLIES	66,750	24,147	36.18%	71,250	7,118	9.99%
40 - OPERATIONS	83,250	55,061	66.14%	100,500	60,623	60.32%
50 - UTILITIES	79,000	38,296	48.48%	79,000	36,531	46.24%
60 - CAPITAL	20,000	20,819	104.10%	-	-	0.00%
<b>47 RECREATION Total</b>	<b>1,181,500</b>	<b>494,006</b>	<b>41.81%</b>	<b>1,228,750</b>	<b>474,751</b>	<b>38.64%</b>
<b>48 ANIMAL SERVICES</b>						
10 - PERSONNEL SERVICES	193,200	99,453	51.48%	214,250	107,693	50.27%
20 - CONTRACTUAL	426,000	223,474	52.46%	495,500	257,431	51.95%
30 - SUPPLIES	20,750	6,846	32.99%	20,750	4,490	21.64%
40 - OPERATIONS	5,250	4,337	82.61%	5,250	1,887	35.94%
50 - UTILITIES	5,500	1,341	24.38%	3,850	1,226	31.84%
60 - CAPITAL	-	-	0.00%	95,000	85,602	90.11%
<b>48 ANIMAL SERVICES Total</b>	<b>650,700</b>	<b>335,452</b>	<b>51.55%</b>	<b>834,600</b>	<b>458,329</b>	<b>54.92%</b>
<b>50 PUBLIC WORKS</b>						
<b>53 ENGINEERING</b>						
10 - PERSONNEL SERVICES	982,750	476,970	48.53%	992,600	479,066	48.26%
20 - CONTRACTUAL	200,100	93,167	46.56%	302,600	24,800	8.20%
30 - SUPPLIES	33,850	8,553	25.27%	33,850	7,602	22.46%
40 - OPERATIONS	23,700	11,739	49.53%	23,700	9,629	40.63%
50 - UTILITIES	12,500	3,890	31.12%	9,450	4,255	45.03%
60 - CAPITAL	70,000	75,889	108.41%	-	82,103	0.00%
<b>53 ENGINEERING Total</b>	<b>1,322,900</b>	<b>670,208</b>	<b>50.66%</b>	<b>1,362,200</b>	<b>607,455</b>	<b>44.59%</b>
<b>59 STREETS</b>						
10 - PERSONNEL SERVICES	997,000	419,636	42.09%	1,082,100	447,736	41.38%
20 - CONTRACTUAL	289,000	87,734	30.36%	296,000	82,100	27.74%
30 - SUPPLIES	3,034,600	2,213,634	72.95%	3,258,600	777,767	23.87%
40 - OPERATIONS	11,500	5,503	47.85%	11,500	344	2.99%
50 - UTILITIES	486,000	231,636	47.66%	486,000	204,549	42.09%
60 - CAPITAL	143,500	78,405	54.64%	-	65,935	0.00%
<b>59 STREETS Total</b>	<b>4,961,600</b>	<b>3,036,548</b>	<b>61.20%</b>	<b>5,134,200</b>	<b>1,578,431</b>	<b>30.74%</b>
<b>Grand Total</b>	<b>51,604,400</b>	<b>28,185,806</b>	<b>54.62%</b>	<b>56,157,600</b>	<b>27,661,981</b>	<b>43.07%</b>

**CITY OF ROCKWALL  
REPORT OF REVENUES  
FOR THE PERIOD ENDED MARCH 31, 2024  
WITH COMPARATIVE TOTAL FROM PRIOR YEAR**

**WATER & SEWER**

	Fiscal Year 2023			Fiscal Year 2024		
	Amended Budget	Actual	Percentage	Amended Budget	Actual	Percentage
<b>00 REVENUES</b>						
<b>323 - MISCELLANEOUS REVENUE</b>						
4001 - INTEREST EARNINGS	30,000	187,188	623.96%	250,000	364,421	145.77%
4010 - AUCTION /SCRAP PROCEEDS	15,000	1,319	8.79%	15,000	6,797	45.31%
4019 - MISCELLANEOUS REVENUE	15,000	20,470	136.47%	35,000	265,066	757.33%
<b>323 - MISCELLANEOUS REVENUE Total</b>	<b>60,000</b>	<b>208,977</b>	<b>348.30%</b>	<b>300,000</b>	<b>636,284</b>	<b>212.09%</b>
<b>340 - UTILITY SALES</b>						
4601 - RETAIL WATER SALES	17,025,000	7,086,653	41.62%	18,125,000	8,046,372	44.39%
4603 - SEWER CHARGES	11,500,000	4,606,334	40.06%	11,500,000	4,823,107	41.94%
4605 - PRETREATMENT CHARGES	100,000	45,901	45.90%	100,000	55,339	55.34%
4609 - HOUSE HAZARDOUS WASTE FEE	176,000	85,401	48.52%	176,000	105,645	60.03%
4610 - PENALTIES	250,000	190,325	76.13%	250,000	20,687	8.27%
4611 - PORTABLE METER WATER SALES	100,000	58,760	58.76%	100,000	112,113	112.11%
<b>340 - UTILITY SALES Total</b>	<b>29,151,000</b>	<b>12,073,374</b>	<b>41.42%</b>	<b>30,251,000</b>	<b>13,163,263</b>	<b>43.51%</b>
<b>CONT - TOTAL CONTRACT SALES</b>						
4622 - RCH WATER CORP-WATER SALE	2,045,950	708,096	34.61%	2,245,000	638,395	28.44%
4632 - BLACKLAND-WATER SALES	1,018,250	390,246	38.33%	1,125,000	388,024	34.49%
4640 - MCLENDON CHISHOLM SEWER CHARG	480,000	-	0.00%	504,050	115,313	22.88%
4650 - CITY OF HEATH-WATER SALES	3,335,000	1,943,556	58.28%	3,728,000	1,520,801	40.79%
<b>TOTAL CONTRACT SALES Total</b>	<b>6,879,200</b>	<b>3,041,898</b>	<b>44.22%</b>	<b>7,602,050</b>	<b>2,662,533</b>	<b>35.02%</b>
<b>NON - NON-OPERATING REVENUES</b>						
4480 - TOWER LEASES	275,000	161,693	58.80%	295,000	125,886	42.67%
4670 - WATER IMPACT FEES	800,000	187,001	23.38%	700,000	392,956	56.14%
4672 - SEWER IMPACT FEES	650,000	207,265	31.89%	600,000	314,974	52.50%
4676 - WATER PRO RATA	-	6,435	0.00%	-	-	0.00%
4678 - SEWER PRO RATA	-	102,075	0.00%	-	28,473	0.00%
<b>NON-OPERATING REVENUES Total</b>	<b>1,725,000</b>	<b>664,469</b>	<b>38.52%</b>	<b>1,595,000</b>	<b>862,289</b>	<b>54.06%</b>
<b>OTHE - TOTAL OTHER RECEIPTS</b>						
4660 - WATER TAPS	130,000	24,994	19.23%	130,000	36,705	28.23%
4662 - SEWER TAPS	25,000	3,500	14.00%	25,000	4,629	18.52%
4665 - METER RENTAL FEES	40,000	23,240	58.10%	52,000	43,355	83.38%
<b>OTHER RECEIPTS Total</b>	<b>195,000</b>	<b>51,734</b>	<b>26.53%</b>	<b>207,000</b>	<b>84,689</b>	<b>40.91%</b>
<b>00 REVENUES Total</b>	<b>38,010,200</b>	<b>16,040,452</b>	<b>42.20%</b>	<b>39,955,050</b>	<b>17,409,058</b>	<b>43.57%</b>

**CITY OF ROCKWALL  
REPORT OF EXPENDITURES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023  
WITH COMPARATIVE TOTAL FROM PRIOR YEAR**

**WATER & SEWER FUND**

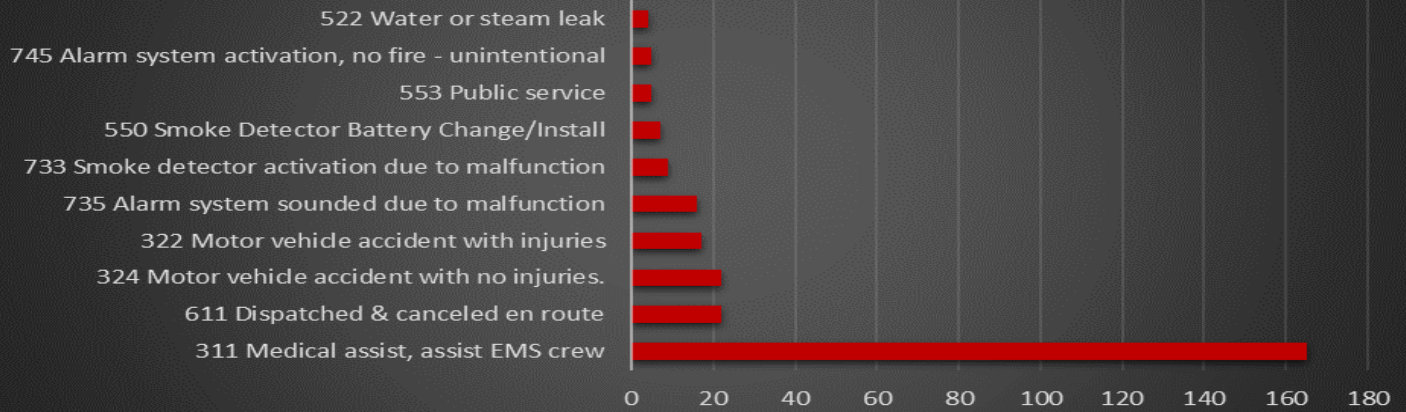
	Fiscal Calendar 2022			Fiscal Calendar 2023		
	Amended Budget	Actual	Percentage	Amended Budget	Actual	Percentage
<b>10 GENERAL GOVERNMENT</b>						
<b>05 ADMINISTRATION</b>						
391 - OPERATING TRANSFERS	<u>1,313,750</u>	<u>985,000</u>	74.98%	<u>1,453,750</u>	<u>1,453,750</u>	100.00%
<b>05 ADMINISTRATION Total</b>	<b>1,313,750</b>	<b>985,000</b>	<b>74.98%</b>	<b>1,453,750</b>	<b>1,453,750</b>	<b>100.00%</b>
<b>60 UTILITY SERVICES</b>						
<b>61 BILLING SERVICES</b>						
10 - PERSONNEL SERVICES	626,500	335,741	53.59%	663,550	359,550	54.19%
20 - CONTRACTUAL	575,150	303,046	52.69%	576,150	203,648	35.35%
30 - SUPPLIES	92,800	58,444	62.98%	93,800	49,151	52.40%
40 - OPERATIONS	<u>205,900</u>	<u>95,402</u>	46.33%	<u>224,300</u>	<u>104,119</u>	46.42%
<b>61 BILLING SERVICES Total</b>	<b>1,500,350</b>	<b>792,633</b>	<b>52.83%</b>	<b>1,557,800</b>	<b>716,468</b>	<b>45.99%</b>
<b>62 DEBT SERVICE</b>						
70 - DEBT SERVICE	<u>4,761,500</u>	<u>695,505</u>	14.61%	<u>4,600,300</u>	<u>984,497</u>	21.40%
<b>62 DEBT SERVICE Total</b>	<b>4,761,500</b>	<b>695,505</b>	<b>14.61%</b>	<b>4,600,300</b>	<b>984,497</b>	<b>21.40%</b>
<b>63 WATER OPERATIONS</b>						
10 - PERSONNEL SERVICES	1,317,850	668,338	50.71%	1,348,650	740,839	54.93%
20 - CONTRACTUAL	16,924,750	8,471,790	50.06%	18,400,350	9,228,849	50.16%
30 - SUPPLIES	907,700	664,488	73.21%	947,700	285,212	30.10%
40 - OPERATIONS	23,250	14,379	61.85%	23,250	5,517	23.73%
50 - UTILITIES	293,500	130,108	44.33%	288,500	121,576	42.14%
60 - CAPITAL	<u>375,000</u>	<u>352,774</u>	94.07%	<u>126,700</u>	<u>55,040</u>	43.44%
<b>63 WATER OPERATIONS Total</b>	<b>19,842,050</b>	<b>10,301,876</b>	<b>51.92%</b>	<b>21,135,150</b>	<b>10,437,033</b>	<b>49.38%</b>
<b>67 SEWER OPERATIONS</b>						
10 - PERSONNEL SERVICES	1,228,650	668,433	54.40%	1,274,900	732,086	57.42%
20 - CONTRACTUAL	10,331,200	6,163,610	59.66%	10,741,450	4,588,865	42.72%
30 - SUPPLIES	251,450	112,354	44.68%	288,050	125,237	43.48%
40 - OPERATIONS	17,700	8,934	50.47%	17,700	8,629	48.75%
50 - UTILITIES	120,500	61,877	51.35%	120,500	54,993	45.64%
60 - CAPITAL	<u>288,300</u>	<u>481,722</u>	167.09%	<u>328,900</u>	<u>205,443</u>	62.46%
<b>67 SEWER OPERATIONS Total</b>	<b>12,237,800</b>	<b>7,496,930</b>	<b>61.26%</b>	<b>12,771,500</b>	<b>5,715,253</b>	<b>44.75%</b>
<b>Grand Total</b>	<b>39,655,450</b>	<b>20,271,945</b>	<b>51.12%</b>	<b>41,518,500</b>	<b>19,307,001</b>	<b>46.50%</b>





# March 2024 Monthly Report

## Top 10 NFIRS Call Types



## All Calls By NFIRS Call Type



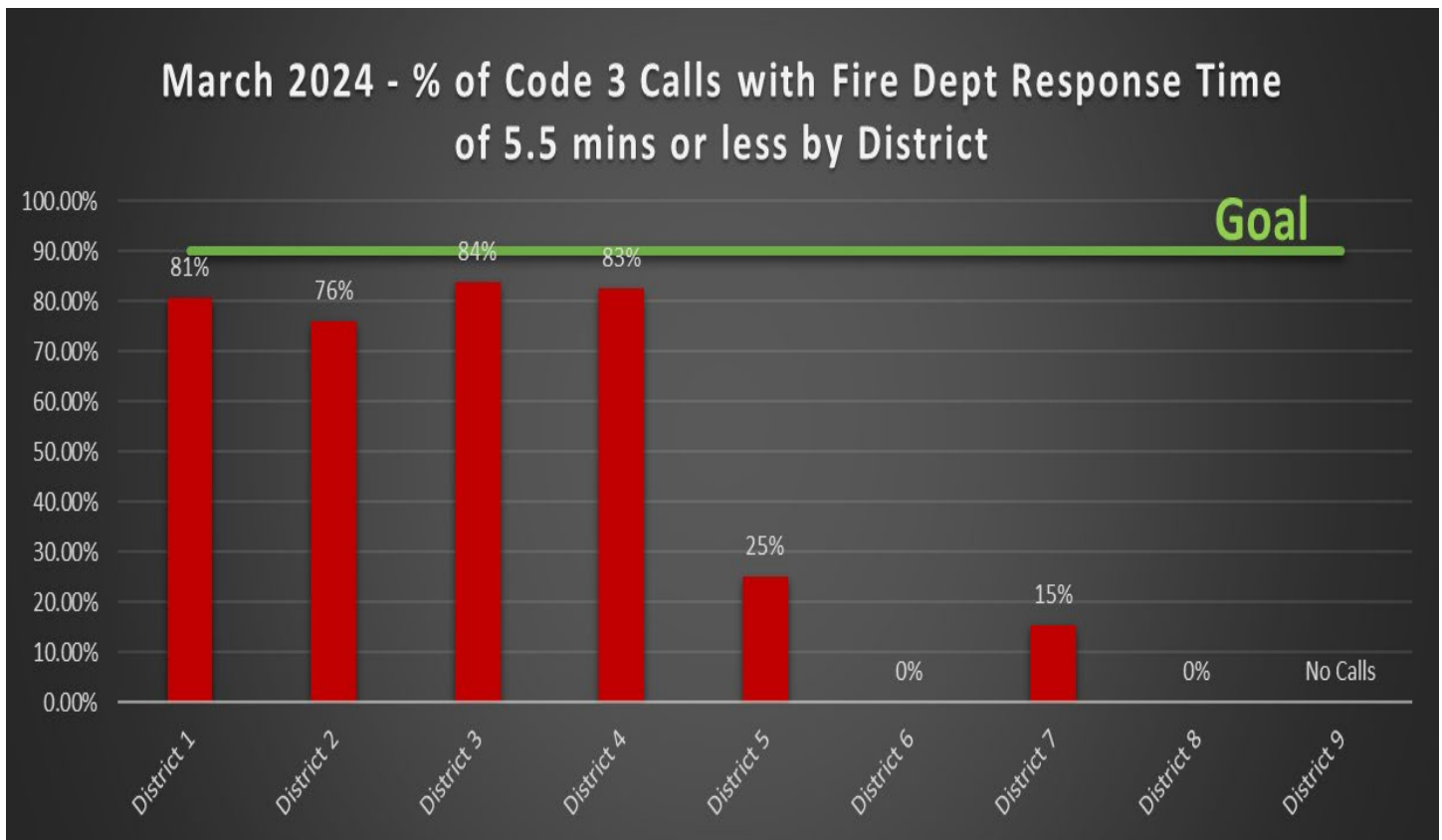
## Incident Count

111 Building fire	3
113 Cooking fire, confined to container	2
132 Road freight or transport vehicle fire (Commercial Vehicles)	1
143 Grass fire	1
151 Outside rubbish, trash or waste fire	1
221 Overpressure rupture of air or gas pipe/pipeline	1
311 Medical assist, assist EMS crew	165
322 Motor vehicle accident with injuries	17
324 Motor vehicle accident with no injuries.	22
342 Search for person in water	1
353 Removal of victim(s) from stalled elevator	3
412 Gas leak (natural gas or LPG)	3
424 Carbon monoxide incident	2
444 Power line down	1
445 Arcing, shorted electrical equipment	3
511 Lock-out	2
520 Water problem, other	2
522 Water or steam leak	4
531 Smoke or odor removal	1
550 Public service assistance, other	2
550 Smoke Detector Battery Change/Install	7
553 Public service	5
555 Defective elevator, no occupants	3
600 Good intent call, other	2
611 Dispatched & canceled en route	22
622 No incident found on arrival at dispatch address	2
651 Smoke scare, odor of smoke	3
700 False alarm or false call, other	2
730 System malfunction, other	2
732 Extinguishing system malfunction (activation)	1
733 Smoke detector activation due to malfunction	9
735 Alarm system sounded due to malfunction	16
740 Unintentional transmission of alarm, other	1
741 Sprinkler activation, no fire - unintentional	1
743 Smoke detector activation, no fire - unintentional	3
745 Alarm system activation, no fire - unintentional	5

**Grand Total**

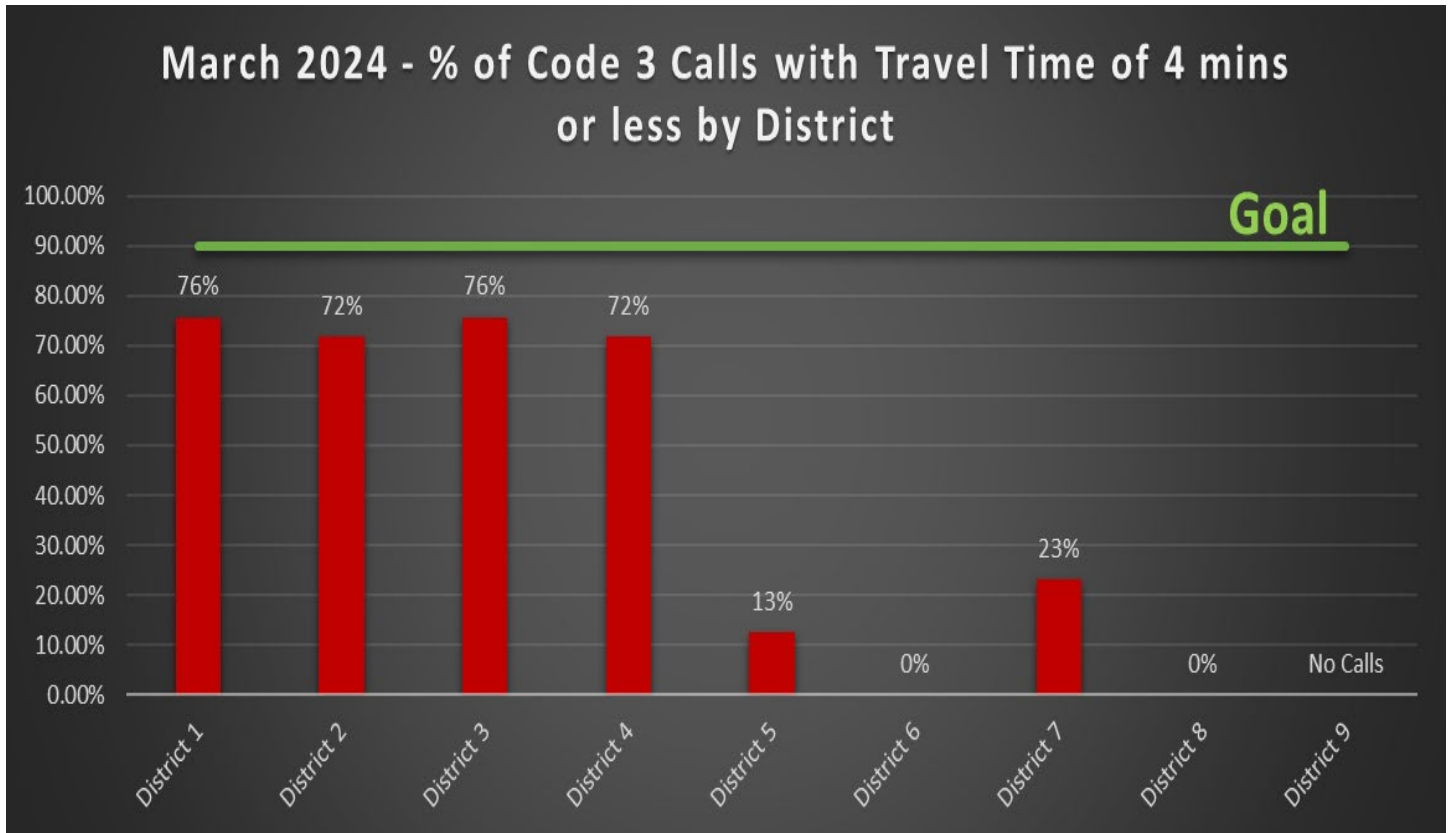
**321**

## March 2024 Dispatch to Arrival Analysis



District	Total Number of Calls	Percent of Runs per District	Number of Calls in 5.5 mins or Less	Average FD Response Time Minutes	% in 5.5 min or less	Goal of 90%
District 1	78	30%	63	0:04:27	81%	90%
District 2	71	28%	54	0:04:40	76%	90%
District 3	37	14%	31	0:03:53	84%	90%
District 4	46	18%	38	0:04:36	83%	90%
District 5	8	3%	2	0:13:26	25%	90%
District 6	2	1%	0	0:09:10	0%	90%
District 7	13	5%	2	0:06:36	15%	90%
District 8	2	1%	0	0:07:50	0%	90%
District 9	0	0%	0	0:00:00	No Calls	90%
<b>Department</b>	<b>257</b>	<b>100%</b>	<b>190</b>	<b>0:04:54</b>	<b>74%</b>	<b>90%</b>

## March 2024 Travel Times by District



District	Total Number of Calls	Percent of Runs per District	Number of Calls in 4 or Less	Average Travel Time Minutes	% in 4 min or less	Goal of 90%
District 1	78	30%	59	0:03:15	76%	90%
District 2	71	28%	51	0:03:38	72%	90%
District 3	37	14%	28	0:03:06	76%	90%
District 4	46	18%	33	0:03:40	72%	90%
District 5	8	3%	1	0:12:33	13%	90%
District 6	2	1%	0	0:08:23	0%	90%
District 7	13	5%	3	0:05:08	23%	90%
District 8	2	1%	0	0:06:55	0%	90%
District 9	0	0%	0	0:00:00	No Calls	90%
<b>Department</b>	<b>257</b>	<b>100%</b>	<b>175</b>	<b>0:03:52</b>	<b>68%</b>	<b>90%</b>



# Total Dollar Losses

March 2024



City of Rockwall  
*The New Horizon*

Rockwall Fire Department

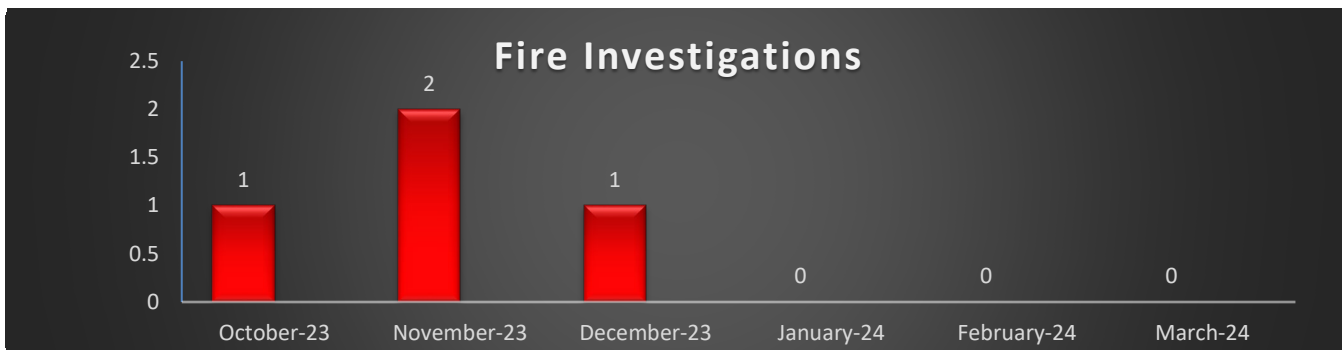
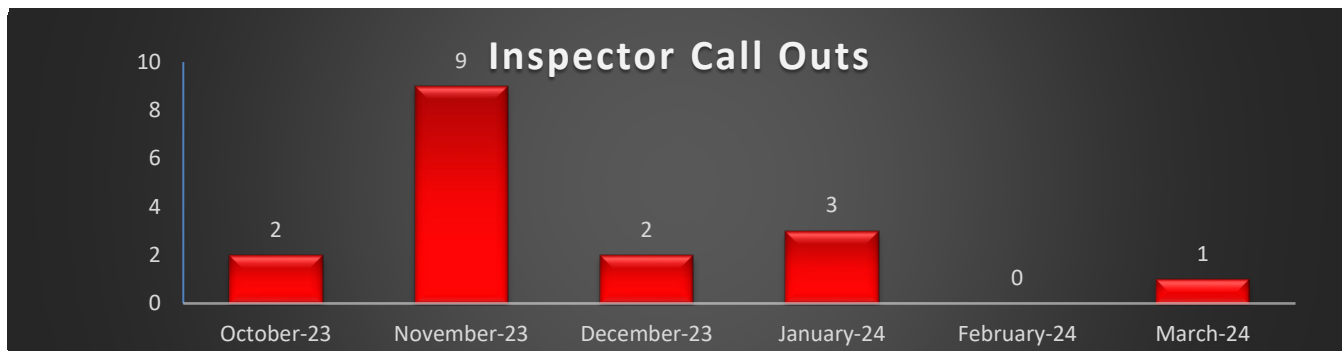
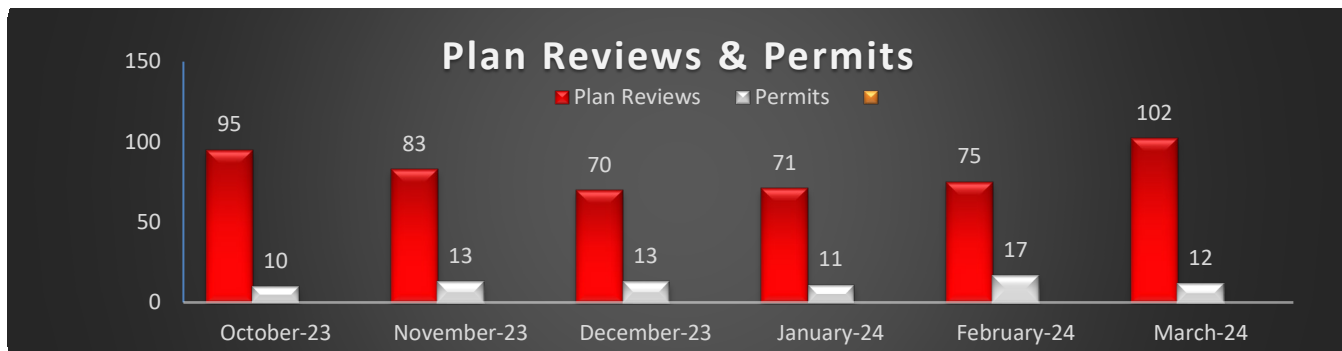
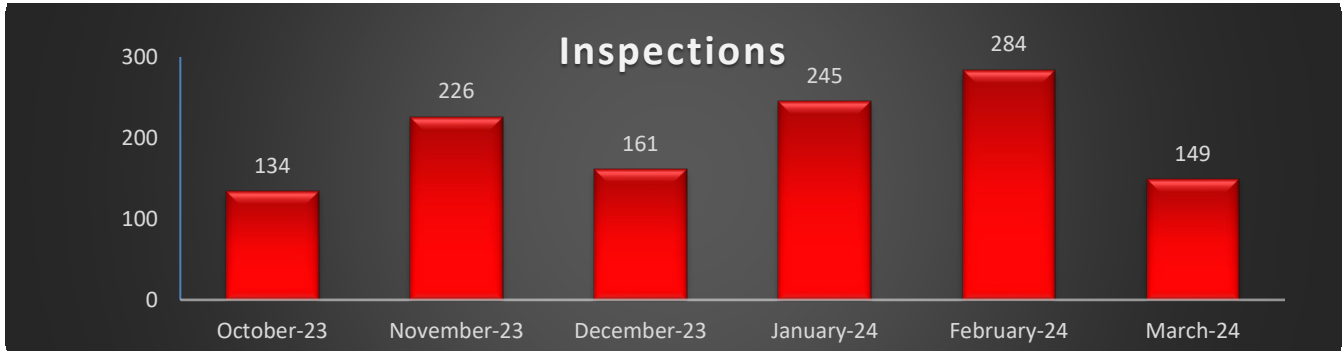
**Print Date/Time:** 04/09/2024 14:26  
**Login ID:** rck\ldgang  
**Layer:** All  
**Areas:** All

**ORI Number:** TX504  
**Incident Type:** All  
**Station:** All

	<b>Current Month</b>	<b>Last Month</b>	<b>Same Month Last Year</b>	<b>Year To Date</b>	<b>Last Year To Date</b>
<b>Total Property Loss:</b>	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$994,430.00
<b>Total Content Loss:</b>	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$1,714,100.00
<b>Total Property Pre-Incident Value:</b>	\$518,574.00	\$0.00	\$0.00	\$518,574.00	\$57,340,990.00
<b>Total Contents Pre-Incident Value</b>	\$35,000.00	\$0.00	\$0.00	\$35,000.00	\$24,213,828.00
<b>Total Losses:</b>	\$40,000.00	\$0.00	\$0.00	\$40,000.00	\$40,000.00
<b>Total Value:</b>	\$553,574.00	\$0.00	\$0.00	\$553,574.00	\$81,554,818.00



# Fire Prevention, Education, & Investigations Division Monthly Report March 2024







# Monthly Report March 2024



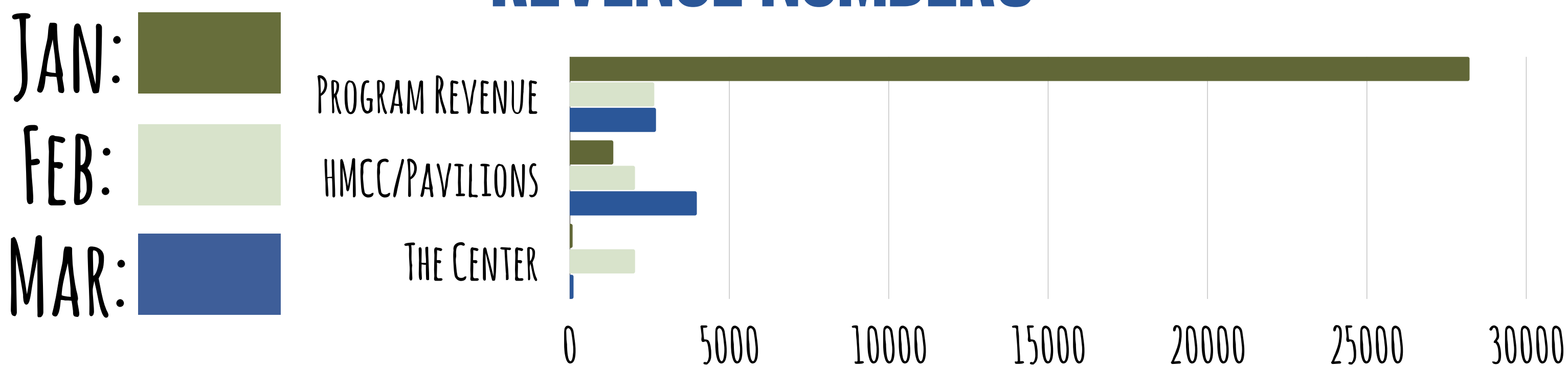
SPRING  
EGGSTRAVAGANZA  
2000 ATTENDEES



SENIOR LUNCHEON  
53 ATTENDEES



## REVENUE NUMBERS



## Upcoming:

<b>Founders Day Festival</b>	<b>May 18, 2024</b>
<b>First Concert by the Lake of the year</b>	<b>May 2, 2024</b>



# PARKS PROJECT UPDATE – MAR 2024



POOL SOD



HARBOR FOUNTAIN CLEANING AND  
LED LIGHTING PROJECT



ROCKWALL MEMORIAL CEMETERY  
HTC PLAQUE INSTALLATION



HARRY MYERS PARKING LOT EXPANSION

## Other Projects

SOD INSTALLED AT GLORIA WILLIAMS POOL AREA

CITY HALL TURF



# Rockwall Police Department

## Monthly Activity Report

March-2024

ACTIVITY	CURRENT MONTH MARCH	PREVIOUS MONTH FEBRUARY	YTD 2024	YTD 2023	YTD % CHANGE
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### PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	0	0.00%
Sexual Assault	1	0	1	1	0.00%
Robbery	0	0	1	2	-50.00%
Aggravated Assault	2	2	11	8	37.50%
Burglary	11	1	20	11	81.82%
Larceny	36	46	133	159	-16.35%
Motor Vehicle Theft	2	3	7	26	-73.08%
<b>TOTAL PART I</b>	<b>52</b>	<b>52</b>	<b>173</b>	<b>207</b>	<b>-16.43%</b>
<b>TOTAL PART II</b>	<b>137</b>	<b>103</b>	<b>347</b>	<b>342</b>	<b>1.46%</b>
<b>TOTAL OFFENSES</b>	<b>189</b>	<b>155</b>	<b>520</b>	<b>549</b>	<b>-5.28%</b>

### ADDITIONAL STATISTICS

FAMILY VIOLENCE	13	9	35	30	16.67%
D.W.I.	11	13	32	30	6.67%

### ARRESTS

FELONY	22	13	57	64	-10.94%
MISDEMEANOR	51	57	155	148	4.73%
WARRANT ARREST	7	4	22	19	15.79%
JUVENILE	3	9	16	14	14.29%
<b>TOTAL ARRESTS</b>	<b>83</b>	<b>83</b>	<b>250</b>	<b>245</b>	<b>2.04%</b>

### DISPATCH

CALLS FOR SERVICE	3771	1915	7640	6822	11.99%
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### ACCIDENTS

INJURY	5	0	6	5	20.00%
NON-INJURY	110	107	298	243	22.63%
FATALITY	0	0	0	0	0.00%
<b>TOTAL</b>	<b>115</b>	<b>107</b>	<b>304</b>	<b>248</b>	<b>22.58%</b>

### FALSE ALARMS

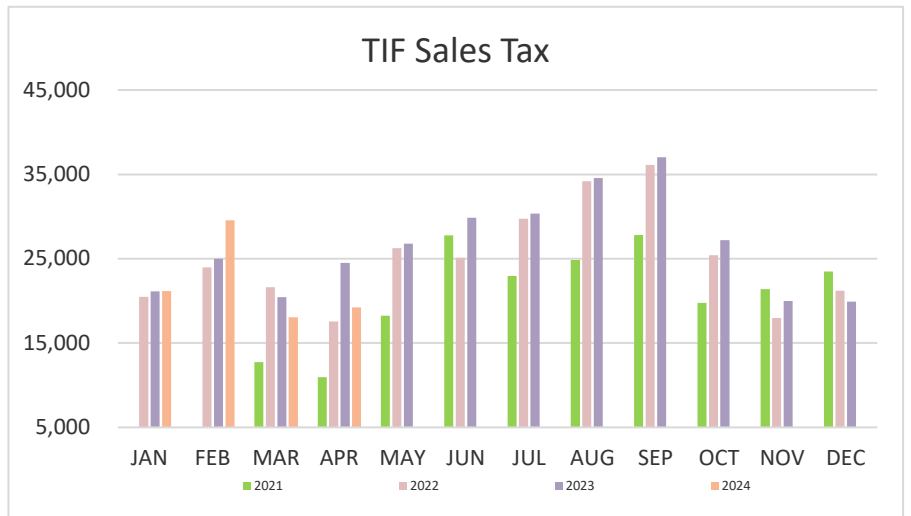
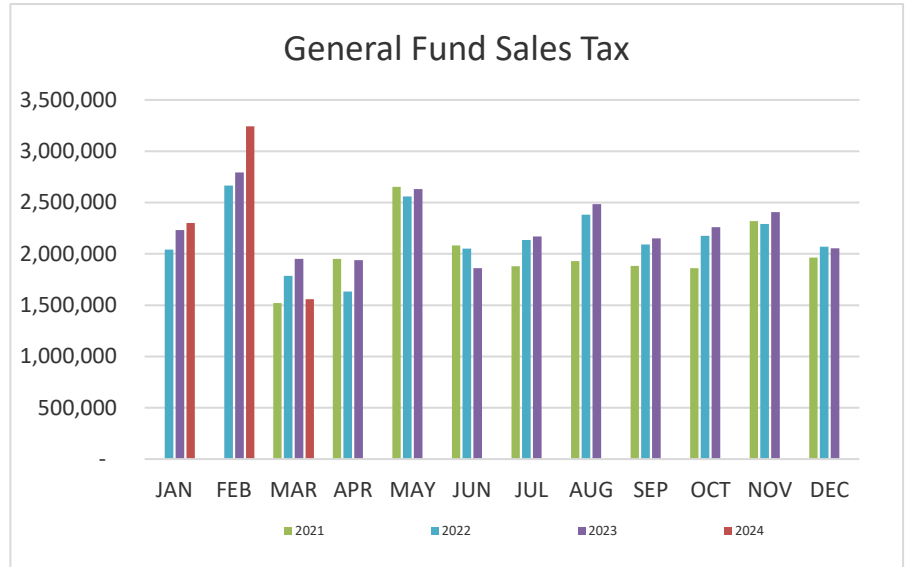
RESIDENT ALARMS	47	33	121	116	4.31%
BUSINESS ALARMS	129	130	416	463	-10.15%
<b>TOTAL FALSE ALARMS</b>	<b>176</b>	<b>163</b>	<b>537</b>	<b>579</b>	<b>-7.25%</b>
Estimated Lost Hours	116.16	107.58	354.42	382.14	-7.25%
Estimated Cost	\$2,763.20	\$2,559.10	\$8,430.90	\$9,090.30	-7.25%

### ROCKWALL NARCOTICS UNIT

<b>Number of Cases</b>	<b>3</b>
<b>Arrests</b>	<b>2</b>
<b>Arrest Warrants</b>	
<b>Search Warrants</b>	<b>1</b>
<b>Seized</b>	
Marijuana	1.2 ounces
Cocaine	8 grams
Methamphetamine	2034.4 grams
Dangerous Drugs	
Fentanyl	12,000 pills

# Sales Tax Collections - Rolling 36 Months

	<u>General Fund</u>	<u>TIF</u>
	<u>Sales Tax</u>	<u>Sales Tax</u>
Apr-21	1,952,165	10,954
May-21	2,651,412	18,252
Jun-21	2,080,645	27,773
Jul-21	1,877,982	22,940
Aug-21	1,930,521	24,860
Sep-21	1,882,276	27,803
Oct-21	1,860,016	19,744
Nov-21	2,317,862	21,385
Dec-21	1,963,345	23,464
Jan-22	2,040,002	20,495
Feb-22	2,664,185	23,976
Mar-22	1,786,902	21,605
Apr-22	1,633,850	17,548
May-22	2,559,349	26,254
Jun-22	2,050,066	25,127
Jul-22	2,135,457	29,738
Aug-22	2,381,510	34,190
Sep-22	2,092,217	36,105
Oct-22	2,177,040	25,420
Nov-22	2,291,130	17,990
Dec-22	2,068,593	21,213
Jan-23	2,231,654	21,134
Feb-23	2,792,696	24,982
Mar-23	1,949,994	20,438
Apr-23	1,938,490	24,487
May-23	2,631,033	26,766
Jun-23	1,859,485	29,862
Jul-23	2,169,495	30,350
Aug-23	2,483,321	34,558
Sep-23	2,149,947	37,018
Oct-23	2,260,609	27,209
Nov-23	2,407,536	19,977
Dec-23	2,054,537	19,906
Jan-24	2,300,943	21,155
Feb-24	3,243,321	29,558
Mar-24	1,559,068	18,064



**Notes:**  
 75% of total sales tax collected is deposited to the General Fund each month  
 Comptroller tracks sales tax generated in the TIF and reports it monthly  
 75% of TIF sales tax (city share) is pledged to the TIF



# Monthly Water Consumption - Rolling 27 Months

	<u>Total Gallons</u>	<u>Daily Average</u>	<u>Maximum Day</u>
Jan-22	245,557,172	7,921,199	10,742,941
Feb-22	211,955,941	7,569,855	10,394,759
Mar-22	256,035,618	8,529,214	10,544,988
Apr-22	281,707,217	9,390,241	11,718,730
May-22	356,050,664	11,485,506	15,634,756
Jun-22	496,374,560	16,545,820	21,414,344
Jul-22	679,705,160	21,925,974	24,474,168
Aug-22	534,145,350	17,230,494	23,206,750
Sep-22	434,247,536	14,474,915	17,617,728
Oct-22	421,229,833	13,588,058	17,692,206
Nov-22	228,795,657	7,626,522	11,187,251
Dec-22	249,341,535	8,043,275	12,260,392
Jan-23	243,528,725	7,855,765	11,040,666
Feb-23	198,103,255	7,075,116	8,544,708
Mar-23	220,326,930	7,107,320	10,825,669
Apr-23	292,874,560	9,762,486	13,280,734
May-23	355,482,851	11,467,189	16,032,988
Jun-23	491,086,630	16,369,555	21,693,510
Jul-23	587,439,800	18,949,672	23,599,534
Aug-23	742,795,770	23,961,154	25,727,492
Sep-23	637,062,410	21,235,410	31,876,280
Oct-23	461,067,498	14,873,145	20,317,822
Nov-23	307,169,395	10,238,981	12,875,885
Dec-23	277,770,415	8,960,337	13,375,678
Jan-24	326,749,166	10,540,296	21,931,696
Feb-24	236,310,098	8,148,624	10,720,500
Mar-24	270,997,608	8,741,858	10,729,160

Source: SCADA Monthly Reports generated at the Water Pump Stations

