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P2019-046 - Consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of John Arnold of BH Phase 11, LTD for the approval of a final plat for the Breezy Hill, Phase XI containing 78 single-family lots on a 23.849-acre tract of land identified as a portion of Tract 7 and all of Tract 7-06 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 74 (PD-74) for Single-Family 10 (SF-10) District land uses, generally located adjacent to Breezy Hill Road north of the intersection of Breezy Hill Road and FM-552, and take any action necessary.

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Z2019-025 - Hold a public hearing to discuss and consider a request for the approval of an ordinance for a text amendment amending the Permissible Use Charts contained in Article IV, Permissible Uses, of the Unified Development Code [Ordinance No. 04-38] for the purpose of allowing the Rental, Sales, and Service of Heavy Machinery and Equipment land use by Specific Use Permit (SUP) in the Commercial (C) District, and take any action necessary. (1st Reading)

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Discuss and consider adoption of a resolution setting solid waste collection rates, and take any action necessary

Staff Memo	99
Resolution.	100
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Discuss and consider an update regarding the Complete Count Committee for the U.S. 2020 Census and take any action necessary.

Census Item.	103
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Discuss an update regarding the South Lakeshore/Summit Ridge reconstruction project, and take any action necessary.

Memo_LS Summit Ridge	108
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Discuss and consider (re)appointments to the city's Historic Preservation Advisory Board and Main Street Advisory Board, and take any action necessary.

MSAB and HPAB	110
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ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, December 16, 2019 - 5:00 PM

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

I. CALL PUBLIC MEETING TO ORDER

II. EXECUTIVE SESSION.

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

1. Discussion regarding Facilities Agreement litigation pursuant to Section 551.071 (Consultation with Attorney)
2. Discussion regarding Breezy Hill Road pursuant to Section § 551.071 (Consultation with Attorney)
3. Discussion regarding possible purchase/acquisition of real property for park land in the north portion of the city, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
4. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

III. ADJOURN EXECUTIVE SESSION

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

V. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER HOHENSHELT

VI. OPEN FORUM

VII. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

VIII. CONSENT AGENDA

p.6 1. Consider approval of the minutes from the December 2, 2019 regular city council meeting, and take any action necessary.

p.11 2. Consider approval the professional engineering services contract for Birkhoff, Hendricks & Carter, L.L.P. to perform the engineering design services for the Buffalo Creek Tributary 1 Sanitary Sewer Interceptor Capacity Improvements Project in an amount not to exceed \$164,780., to be funded by Sanitary Sewer Bonds, and take any action necessary.

- p.34 3.** Consider authorizing the City Manager to execute an interlocal agreement with Rockwall County regarding Municipal Judge Services for upcoming "No Refusal Weekends," and take any action necessary.
- p.39 4.** Consider authorizing the City Manager to execute an agreement with MHS Planning & Design, LLC to update the Parks, Recreation & Open Space Master Plan for 2020-2030 in amount of \$38,150 to be funded by Recreation Development Fund reserves, and take any action necessary.
- p.80 5.** **P2019-045** - Consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of John Arnold of BH Phase 10, LTD for the approval of a final plat for Stone Creek, Phase X containing 118 single-family residential lots on a 36.428-acre tract of land identified as a portion of Tract 3 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 70 (PD-70) for Single Family-10 (SF-10) District land uses, located at the southwest corner of John King Boulevard and Featherstone Drive, and take any action necessary.
- p.87 6.** **P2019-046** - Consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of John Arnold of BH Phase 11, LTD for the approval of a final plat for the Breezy Hill, Phase XI containing 78 single-family lots on a 23.849-acre tract of land identified as a portion of Tract 7 and all of Tract 7-06 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 74 (PD-74) for Single-Family 10 (SF-10) District land uses, generally located adjacent to Breezy Hill Road north of the intersection of Breezy Hill Road and FM-552, and take any action necessary.

IX. PUBLIC HEARING ITEMS

- p.93 1.** **Z2019-025** - Hold a public hearing to discuss and consider a request for the approval of an **ordinance** for a text amendment amending the Permissible Use Charts contained in Article IV, Permissible Uses, of the Unified Development Code [Ordinance No. 04-38] for the purpose of allowing the Rental, Sales, and Service of Heavy Machinery and Equipment land use by Specific Use Permit (SUP) in the Commercial (C) District, and take any action necessary. **(1st Reading)**

X. ACTION ITEMS

- p.99 1.** Discuss and consider adoption of a resolution setting solid waste collection rates, and take any action necessary

- p.103 2.** Discuss and consider an update regarding the Complete Count Committee for the U.S. 2020 Census and take any action necessary.
- p.108 3.** Discuss and consider an update regarding the South Lakeshore/Summit Ridge reconstruction project, and take any action necessary.
- p.110 4.** Discuss and consider (re)appointments to the city's Historic Preservation Advisory Board and Main Street Advisory Board, and take any action necessary.

XI. EXECUTIVE SESSION

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

- 1.** Discussion regarding Facilities Agreement litigation pursuant to Section 551.071 (Consultation with Attorney)
- 2.** Discussion regarding Breezy Hill Road pursuant to Section § 551.071 (Consultation with Attorney)
- 3.** Discussion regarding possible purchase/acquisition of real property for park land in the north portion of the city, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
- 4.** Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

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

XIII. ADJOURNMENT

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

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

I, Kristy Cole, City Secretary for the City of Rockwall, Texas, do hereby certify that this Agenda was posted at City Hall, in a place readily accessible to the general public at all times, on the 13th day of December, 2019 at 4:00 p.m. and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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

Date Removed



2 **ROCKWALL CITY COUNCIL REGULAR MEETING**

3 **Monday, December 02, 2019 - 5:00 PM**

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

5
6 **I. CALL PUBLIC MEETING TO ORDER**

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

11 Mrs. Macalik read the following discussion items into the record before recessing the public meeting to go
12 into Executive Session at 5:01 p.m.

13 **II. EXECUTIVE SESSION.**

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

- 16 1. Discussion regarding legal issues pertaining to potential annexation/development in the
17 Extraterritorial Jurisdiction (ETJ) pursuant to Section §551.071 (Attorney/Client Consultation).
- 18 2. Discussion regarding potential litigation concerning a franchise utility provider (Spectrum Cable)
19 pursuant to Section §551.071 (Consultation with Attorney).
- 20 3. Discussion regarding sale of real property in the vicinity of John King Boulevard pursuant to
21 Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
- 22 4. Discussion regarding ballot voting associated with appointments to the Rockwall Central
23 Appraisal District Board pursuant to Section 551.074 (personnel matters)
- 24 5. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland,
25 Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD)
26 regarding water rates pursuant to Section §551.071 (Consultation with Attorney)
- 27

28 **III. ADJOURN EXECUTIVE SESSION**

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30 **Council adjourned from Executive Session at 5:36 p.m.**

31
32 **IV. RECONVENE PUBLIC MEETING (6:00 P.M.)**

33 Mayor Pro Tem Macalik reconvened the public meeting at 6:00 p.m. with 6 of the 7 council members being
34 present (Pruitt absent).

35 **V. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER HOHENSHELT**

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

37 VI. OPEN FORUM

38 Mayor Pro Tem Macalik explained how Open Forum is conducted, asking if anyone in the audience would
39 like to come forth and address the Council at this time. There being no one indicating such, she then closed
40 Open Forum.

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

42 Indication was given that no action was needed as a result of Executive Session.

43 VIII. CONSENT AGENDA

- 44 1. Consider approval of the minutes from the November 18, 2019 regular city council meeting, and
45 take any action necessary.
- 46 2. **MIS2019-014** - Consider approving an **ordinance** amending the OURHometown Vision 2040
47 Comprehensive Plan for the purpose of updating the water and wastewater master plans, and
48 take any action necessary **(2nd Reading)**.
- 49 3. **P2019-044** - Consider a request by Arlyn Samuelson of Westwood Professional Services on behalf
50 of Carolina Molina of SPR Packaging for the approval of Lot 3, Block A, SPR Packaging Addition
51 being a replat of a 10.189-acre parcel of land identified as Lot 2, Block A, SPR Packaging Addition,
52 City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, addressed as 1480
53 Justin Road, and take any action necessary.
- 54 4. **P2019-047** - Consider a request by Matt Lucas, PE of Kimley Horn on behalf of Kevin J. Lloyd of
55 2424 MTA Realty, LLC for the approval of Lots 1, 2, & 3, Block A, MTA Andrews Addition being a
56 final plat of a 9.6990-acre tract of land identified as Tract 15 of the E. P. G. Chisum Survey,
57 Abstract No. 64, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated
58 within the Scenic Overlay (SOV) District, located at the southwest corner of Ridge Road [FM-740]
59 and Turtle Cove Boulevard, addressed as 2424 Ridge Road, and take any action necessary.
- 60 5. **MIS2019-015** - Consider a request by Michael Guerrero of Atticus Harbor Village, LLC for the
61 approval of an alternative tree mitigation plan for a 6.915-acre tract of land identified as Lots 3A,
62 4A & 5A, Isaac Brown Addition, City of Rockwall, Rockwall County, Texas, zoned Planned
63 Development District 32 (PD-32), situated within the Interior Subdistrict, located adjacent to
64 Summer Lee Drive southwest of the intersection of Horizon Road [FM-3097] and Summer Lee
65 Drive, and take any action necessary.
- 66 6. Consider approval of a proposal from Ramco Rugged Portables in the amount of \$67,845.95 for
67 the Getac cloud storage solution and annual maintenance, appropriating Seizure Funds for this
68 purpose, and take any action necessary.

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70 **Councilman Hohenshelt moved to approve the Consent Agenda as presented (#s 1, 2, 3, 4, 5, and 6).**
71 **Councilmember Trowbridge seconded the motion. The ordinance caption was read as follows:**
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CITY OF ROCKWALL
ORDINANCE NO. 19-45

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

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

IX. ACTION ITEMS

1. Discussion and consider a resolution providing for the casting of votes and submission of the official voting ballot associated with appointments to the Rockwall Central Appraisal District Board for the year 2020-2021, and take any action necessary.

Councilmember Fowler moved to approve the resolution, assigning 449 votes to John Hohenshelt and 1 vote to Patrick Trowbridge. Councilmember Johannesen seconded the motion, which passed by a vote of 6 ayes with 1 absent (Pruitt).

2. **A2019-001** - Discuss and consider the approval of a resolution stating an intention to commence annexation proceedings by Petition per Chapter 43, Subchapter C-4 of the Texas Local Government Code for a 41.49-acre tract of land situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), and generally located on the north side of Cornelius Road west of the intersection of Cornelius Road and Stodghill Road [FM-3549], and take any action necessary.

Councilmember Trowbridge moved to approve A2019-001 (and the associated resolution). Councilmember Hohenshelt seconded the motion, which passed by a vote of 6 ayes with 1 absent (Pruitt).

3. Discuss and consider approval of a facilities agreement with 549/I-30 Partners, L.P. for the construction of the Justin Road and FM-3549 intersection, and take any action necessary.

City Engineer / Director of Public Works, Amy Williams provided brief background information concerning this agenda item. Following brief questions and answers, Councilmember Fowler moved to approve the facilities agreement. Councilmember Hohenshelt seconded the motion, which passed by a vote of 6 ayes to 0 nays with 1 absent (Pruitt).

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

1. Departmental Reports

- Building Inspections Monthly Report - October 2019
- GIS Division Monthly Report - October 2019
- Harbor PD Monthly Report - October 2019
- Internal Operations Department Report - October 2019

- 118 Recreation Monthly Report - October 2019
- 119 Rockwall Animal Adoption Center Monthly Report - October 2019
- 120 Rockwall Fire Department Monthly Report - October 2019
- 121 Rockwall Police Department Monthly Report - October 2019
- 122 STAR Transit Monthly Report - October 2019

123 **2. City Manager’s Report**

124 **Brief announcements were made, including a reminder about the City’s upcoming Christmas Tree Lighting,**
125 **Christmas parade and associated downtown events on Saturday, December 7.**

126

127 **XI. EXECUTIVE SESSION**

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

- 130 **1.** Discussion regarding legal issues pertaining to potential annexation/development in the
131 Extraterritorial Jurisdiction (ETJ) pursuant to Section §551.071 (Attorney/Client Consultation).
- 132 **2.** Discussion regarding potential litigation concerning a franchise utility provider (Spectrum Cable)
133 pursuant to Section §551.071 (Consultation with Attorney).
- 134 **3.** Discussion regarding sale of real property in the vicinity of John King Boulevard pursuant to
135 Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
- 136 **4.** Discussion regarding ballot voting associated with appointments to the Rockwall Central
137 Appraisal District Board pursuant to Section 551.074 (personnel matters)
- 138 **5.** Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland,
139 Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD)
140 regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

141

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

143 **Council did not convene in Executive Session following the close of the public meeting agenda.**

144 **XIII. ADJOURNMENT**

145 **Mayor Pro Tem Macalik adjourned the meeting at 6:13 p.m.**

146 **PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 16th DAY OF**
147 **DECEMBER, 2019.**

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149 **ATTEST:**

JIM PRUITT, MAYOR

150

151 _____

152 **KRISTY COLE, CITY SECRETARY**

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City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: December 11, 2019

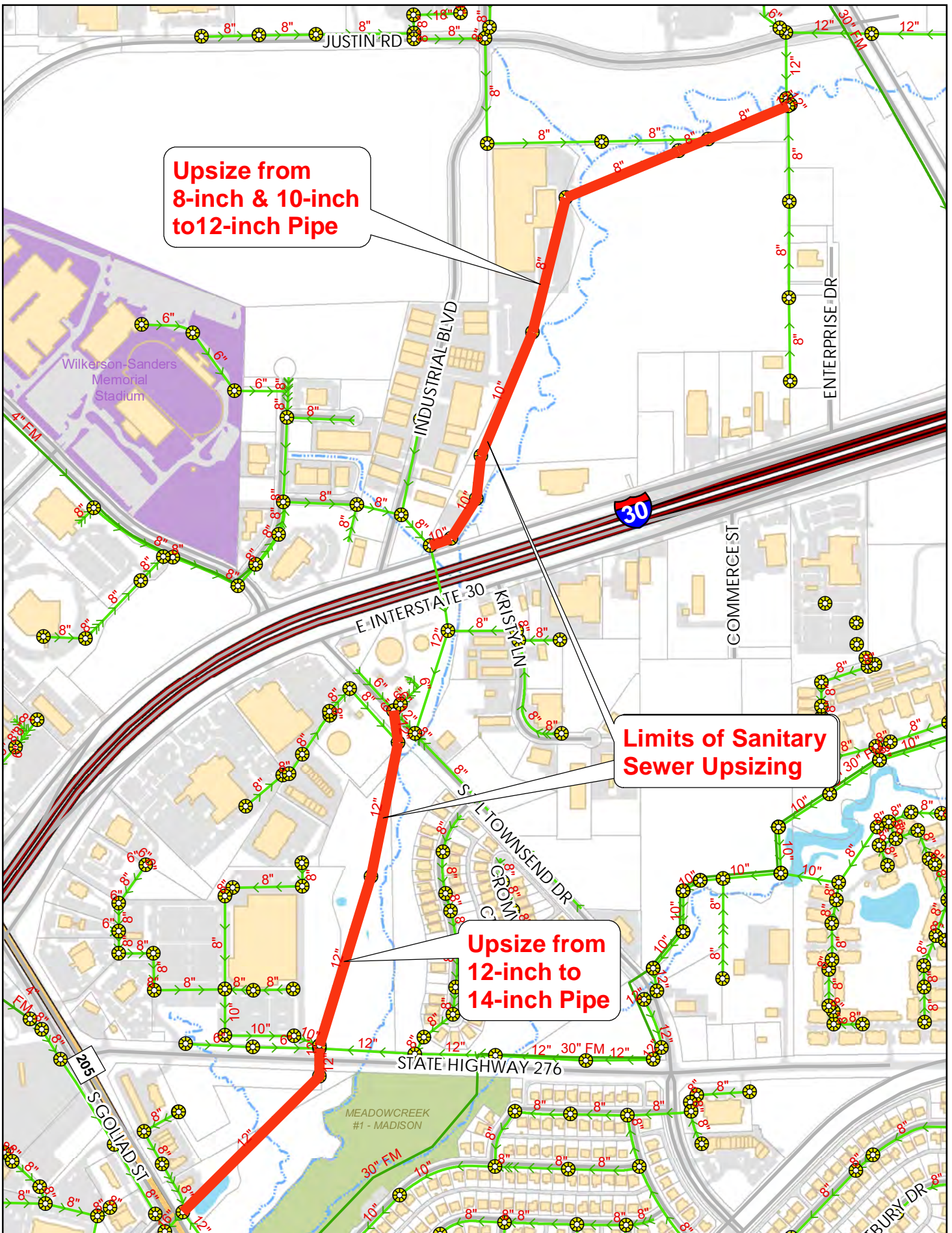
SUBJECT: Buffalo Creek Tributary 1 Sanitary Sewer Interceptor Capacity Improvements Project

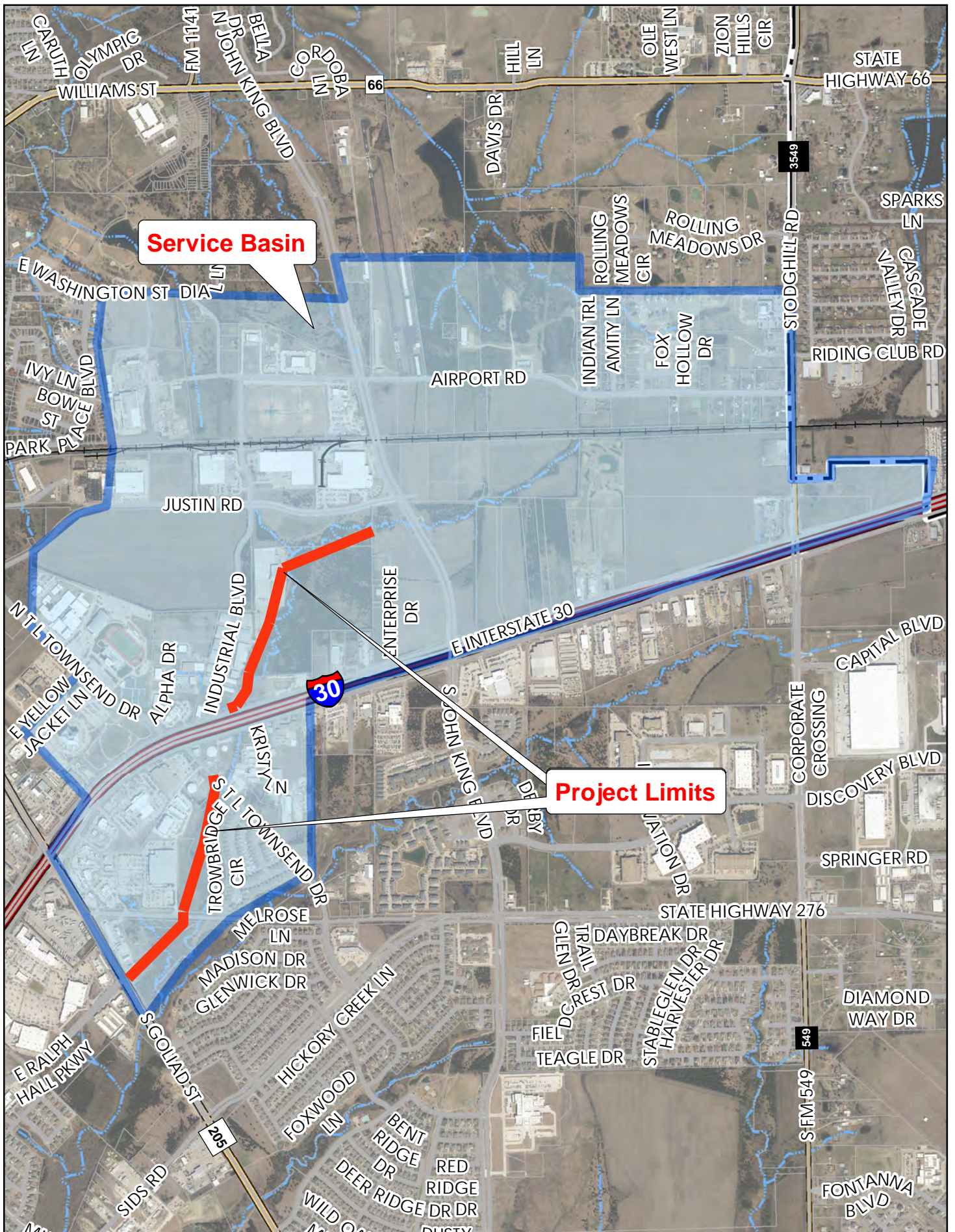
The Buffalo Creek Tributary 1 Sanitary Sewer Interceptor currently services approximately 1,200-acres of residential, commercial, and industrial property, and is generally located between the intersections of S. Goliad Street and Ralph Hall Parkway and John King Boulevard and Justin Road (see attached map). Due to the growth of the community, the interceptor -- which was constructed between 1982 and 1997 - is currently experiencing flows beyond the design capacities of the line. Recently, the City of Rockwall Sewer Department attempted to inspect the line, but was only able to inspect 1,200 of the 6,500-linear feet of sewer pipe due to the inceptor's current capacity deficiencies. Approximately 80% of the length of the interceptor is under capacity for the existing sanitary sewer flows. For more information regarding the capacity deficiencies, please reference the Scope of Services in the attached engineering contract. The proposed capacity improvements would look to correct this issue by upsizing the existing line north of IH-30 from an eight (8) and ten (10) inch pipe to a 12-inch pipe, and south of IH-30 from a 12-inch pipe to a 14-inch pipe. Staff anticipates that the proposed improvements will also support future development in the basin based on the Future Land Use Map. As part of the scope of this project, different construction methods will be evaluated (e.g. open cut, trenches, etc.) to determine which method is the most advantageous to the City and the adjacent property owners.

Based on the aforementioned issues, staff requests that the City Council consider approving the professional engineering services contract for Birkhoff, Hendricks & Carter, L.L.P. to perform the engineering design services for the Buffalo Creek Tributary 1 Sanitary Sewer Interceptor Capacity Improvements Project in an amount not to exceed \$164,780.00, to be paid for out of Water and Sanitary Sewer Funds.

AJW:jmw
Attachments

Cc: Mary Smith, Assistant City Manager
Joey Boyd, Assistant City Manager
Jeremy White, P.E., CFM, Civil Engineer
Rick Sherer, Water/Wastewater Manager
File





STATE OF TEXAS



COUNTY OF ROCKWALL



PROFESSIONAL ENGINEERING SERVICES CONTRACT

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

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

PROFESSIONAL ENGINEERING SERVICES for the Buffalo Creek Tributary 1 Sanitary Sewer Interceptor Improvements project.

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

Cost for such services will be an amount not to exceed One Hundred Sixty-Four Thousand Seven Hundred and Eighty dollars (\$164,780.00) and billed in accordance with the payment schedule provided in Attachment “B”. Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

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

3. Method of Payment

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

4. Engineer's Standard of Care

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

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

5. Ownership of Documents

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

providing the services.

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

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

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

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

7. INDEMNIFICATION

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

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

8. Addresses for Notices and Communications

CITY

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

ENGINEER

Derek B. Chaney, P.E., R.P.L.S.
Partner
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243

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

9. Successors and Assigns

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

10. Termination for Convenience of the Parties

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

11. Changes

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

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

13. Reports and Information

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

14. Entire Agreement

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

15. Waiver

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

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees


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

20. State or Federal Laws

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

EXECUTED in triplicate originals on this 11th day of December 2019.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
A Texas Limited Liability Partnership
TPBE Firm No. 526
TBPLS Firm No. 100318-00

By: 
Name: Derek B. Chaney, P.E., R.P.L.S.
Title: Partner

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

ATTEST:

City of Rockwall, Texas

Richard Crowley
City Manager

ATTACHMENT “A”

Scope of Services

Buffalo Creek Tributary 1 Sanitary Sewer Interceptor Improvements

Project Description:

The City of Rockwall (City) desires to engage the services of Birkhoff, Hendricks and Carter (Consultant) to provide engineering design, bidding, and construction administration services in connection with the Buffalo Creek Tributary 1 Sanitary Sewer Interceptor Improvements Project.

These improvements are required to address capacity deficiencies identified as part of the City’s 2015 Wastewater Flow Monitoring Study and to provide additional capacity to support future development growth in the basin. The proposed improvements are separated into Section 1 and Section 2 as summarized below.

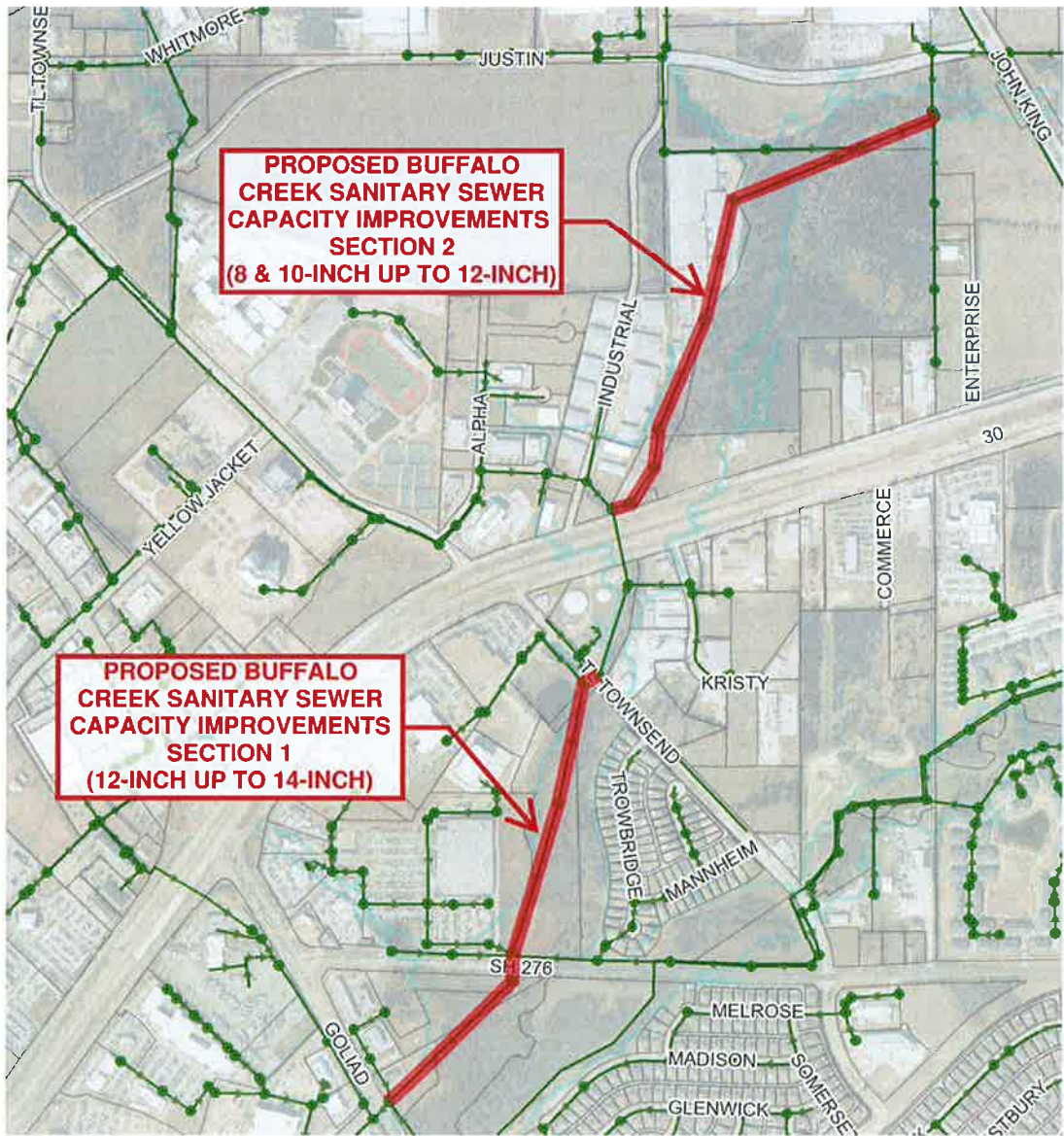
Section 1: The existing 12-inch diameter sanitary sewer (from S.H. 205 (Goliad) to TL Townsend) has a conveyance capacity in the range of 1.32 million gallons per day (MGD) compared to an existing peak wastewater flow in the range of 2.30 MGD. This represents a 74% deficiency in capacity, which results in the pipe operating in a surcharged state (water level above the top of pipe) under peak flow conditions.

The proposed capacity improvements include approximately 3,200 linear feet of proposed 14-inch diameter sanitary sewer.

Section 2: The existing 8-inch and 10-inch diameter sanitary sewer (from I.H. 30 to John King) have a conveyance capacity in the range of 0.68 MGD compared to a peak wastewater flow in the range of 0.96 MGD. This represents a 41% deficiency in capacity, which results in the pipe operating in a surcharged state under peak flow conditions.

The proposed capacity improvements include approximately 3,300 linear feet of proposed 12-inch diameter sanitary sewer.

The proposed improvements are consistent with the vision of the City’s 10-Year (2019-2029) Wastewater System Capital Improvement Plan (CIP). A project location map is provided on the following page.



PROJECT LOCATION MAP

BASIC SERVICES

1. Preliminary Design Phase

1.1. Project Management

- 1.1.1. Conduct project kickoff meeting with Consultant Project Manager and City Staff.
- 1.1.2. Prepare and send Project Status Update (PSU) to City's Project Manager on monthly basis. PSU will summarize work completed in previous period, work in progress and/or anticipated to be completed in next period, actions or information needed from City, and a Project schedule update. PSU will be attached to the monthly invoice.
- 1.1.3. Prepare and submit project schedule to City staff.

1.2. Preliminary Design

- 1.2.1. Review record documents, and other pertinent information related to proposed project provided by the City.
- 1.2.2. Review City master plans, design standards, specifications, construction details, that may impact the design. Review of documents will include, but not limited to, the following:
 - (a) City of Rockwall Master Thoroughfare Plan
 - (b) City of Rockwall Water/Wastewater Master Plan
 - (c) City of Rockwall Standards of Design and Construction
 - (d) City of Rockwall Trail Master Plan
- 1.2.3. Develop AutoCAD base map showing existing Right-of-Way (ROW), property lines, known easements, and known utilities in the vicinity of the proposed improvements.
- 1.2.4. Reference the most current update to the City of Rockwall Wastewater Collection System Hydraulic Model (maintained by Consultant) to confirm existing and buildout design flow requirements at major design points along the proposed improvements.
- 1.2.5. Obtain and review as built or final design construction plans for the East Buffalo Creek Trunk Sewer Project (prepared by others in association with proposed SWBC Apartment Development) currently under construction to verify any interception of wastewater flows currently conveyed by existing Buffalo Creek Sanitary Sewer.
- 1.2.6. Coordinate with the City Staff to obtain video footage of CCTV camera pipe inspection of the existing sanitary sewer lines proposed for improvement. Results will be used to determine suitability of existing sanitary sewer lines for trenchless improvement methods (e.g. pipe bursting). CCTV pipe inspection to be performed by City of Rockwall Staff.
- 1.2.7. Based on evaluation of available information, including relevant construction plans, CCTV inspection reports, and preliminary survey data, develop recommended size, limits, and installation method for proposed improvements.
- 1.2.8. Prepare design memo summarizing findings from preliminary design, including an updated location map and engineers' opinion of project budget based on the proposed improvements.
- 1.2.9. Conduct meeting with City Staff to review and present findings from preliminary design.

2. Final Design Phase

2.1. Project Management

- 2.1.1. Conduct progress meetings at 60% and 90% completion to monitor the development of the project regarding project status, coordination issues and discuss City review comments of the plans.
- 2.1.2. Prepare and send PSU to City’s Project Manager on monthly basis. PSU will summarize work completed in previous period, work in progress and/or anticipated to be completed in next period, actions or information needed from City, and a project schedule update. Invoice will be sent at end of the month with PSU.
- 2.1.3. Conduct up to two (2) project site visits.

2.2. Submittals

- 2.2.1. Submit 60% and 90% progress submittals to the City for review and comment. The following will be required for each submittal:
 - (a) Construction Plans
 - i. Two (2) Full Size copies – 22-inch x 34-inch
 - ii. Two (2) Half Size copies – 11-inch x 17-inch
 - iii. Electronic PDF copy
 - iv. Electronic PDF copy– Scanned City comments previous submittal
 - (b) Engineer’s Opinion of Probable Construction Cost
 - i. Two (2) Copies and electronic PDF copy
 - (c) 90% only – Project Specifications and Bidding Documents
 - i. Two (2) Copies and electronic PDF copy

2.3 Construction Plans

- (a) Each plan sheet in the construction plans set will conform to the Engineering Drawing Requirements set forth in the City of Rockwall’s Standards of Design and Construction.
- (b) Plan sheets will include additional documentation, notation, and clarification required by the City’s Project Manager.
- (c) Each stage of the construction plan review process will address City comments from previous submittals.
- (d) Below is a table of the required construction plan sheets and at which submittals they are required.

Plan Sheets	60%	90%
Cover Sheet w/ Location Map and Sheet Index	X	X
Legend Sheet	X	X
General Notes Sheet	X	X
Horizontal/Vertical Coordinate Control Sheet (1”=40’ scale)	X	X
Erosion Control Plan (1”=40’ scale)		X
Sanitary Sewer Plan/Profiles (1”=20’H, 1’=5’V scale)	X	X
Temporary Bypass Pumping Plan (no greater than 1”=100’ scale)		X
Site Access Plan (no greater than 1”=100’scale)		X
Construction Details		X

- (e) Establish the location of existing public utilities based upon information provided by the City, and field survey information. (60%)

- (f) Design and prepare proposed sanitary sewer plans and profiles. (60%)
- (g) Design and prepare plan and profile for open cut installations as required at roadway crossings, including sizing of steel encasement pipe, if necessary. (60%)
- (h) Review FEMA flood plain mapping to determine approximate elevation of 100-year floodplain along the route. If necessary, design improvements to raise existing manhole rim elevations above flood plain elevation.
- (i) Show approximate horizontal and vertical location of utility crossings along the proposed route from record drawings and field surveys of manholes. (90%)
- (j) Design required lateral and service connections to the existing sanitary sewer system. (90%)
- (k) Identify location of insertion and receiving pits for pipe bursting. (90%)
- (l) Identify required limits of pavement repair and revegetation in disturbed areas. (90%)
- (m) Prepare sanitary sewer details as required to clarify intent of design. (90%)
- (n) Compile applicable City Standard details and modify standard details as needed. (90%)
- (o) Prepare erosion control plan. (90%)
- (p) Develop temporary sewage bypassing plan based on existing average daily and peak wastewater flows reported by the City's model. (90%)

2.4 Franchise Utility Coordination

- (a) Obtain list of franchise utility contacts from the City. (60%)
- (b) Provide electronic PDF set of preliminary construction plans adequate for franchise utility relocation via email to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type and location of their utilities. (60%)
- (c) Attend up to two (2) franchise utility coordination meetings hosted by the City.
- (d) Notify the City if any relocations are required. (90%)
- (e) Conduct coordination with the franchise utilities if any relocations are required. (90%)

2.5 Specifications/Construction Contracts (90%)

Prepare general notes, specifications, and bidding documents in accordance with City of Rockwall requirements. Identify and prepare special specifications and/or special provisions applicable to the project. Prepare proposal and bid schedule of applicable items.

2.5.1 Contract documents will include the following:

- (a) City of Rockwall standard construction contract forms
- (b) Notice to bidders
- (c) Special instructions to bidders
- (d) Bid Schedule (Bid-Tab) – Electronic for Bidding
- (e) Standard construction contract
- (f) Performance bond
- (g) Payment bond
- (h) Maintenance bond
- (i) Certificate of insurance
- (j) General conditions
- (k) Special conditions

- (l) Technical specifications
- (m) Permits for work as may be required from the TxDOT

- 2.6 Engineer's Opinion of Construction Cost (60% and 90%)
Generate tabulation of proposed quantities of work and formulate an engineer's opinion of probable construction cost based on historic bidding data of similar projects.
- 2.7 Agency Permitting/Coordination (City to coordinate with those not listed as applicable)
 - 2.7.1 TxDOT - Consultant to coordinate with TxDOT on items related to the project crossing or being adjacent to the TxDOT right-of-way (IH-30, S.H. 276 & S.H. 205). If necessary, provide one construction plan submittal at 60% and assist City with permit submittals as required to achieve acceptance of proposed improvements.

3 Bidding Phase

- 3.1 Furnish the City with one 11-inch x 17-inch set of final construction plans, and one set of final Bidding Documents and Specifications for use during the bidding phase. Documents shall also be provided to the City in electronic PDF format.
- 3.2 City will be responsible for advertisement of the project in the Local Paper
- 3.3 Consultant will upload plans and specifications to the project bidding distribution site CivCast.
- 3.4 Respond to contractor questions and provide design clarifications in Addenda format.
- 3.5 Attendance at the pre-bid meeting, if requested by the City.
- 3.6 The Consultant will prepare addenda to answer questions of the plans and specifications. The Consultant will provide the City with sealed, signed and dated addenda. The Consultant will upload the addenda to CivCast. All addenda will be posted a minimum of 24-hours before the bid opening.
- 3.7 The Consultant will respond to questions submitted from potential bidders and provided by the City to the Consultant a minimum of 72-hours before the bid opening.
- 3.8 Attendance of Bid Opening
- 3.9 Complete tabulation of bids; checking for mathematical errors and unbalanced bids. (Bid documents to be provided to Consultant by the City).
- 3.10 Provide bid tabulation, in PDF format, to City via email and to Contractors who submitted bids via CivCast.
- 3.11 Obtain experience record and references from the apparent lowest bidder. Check references of apparent low bidder. Formulate opinion from information received and provide a letter of recommendation for award of a construction contract.
- 3.12 Return Bid Bonds to bidders.

4 Construction Phase

- 4.1 Pre-Construction Meeting: Prepare for and attend the Pre-Construction Meeting prior to commencement of Work at the Site. Consultant to provide the following quantities of plans and specifications for distribution at the Pre-Construction Meeting.
- a) Half-size plans (11-inch x 17-inch) plans – (15 Total)
 - 7 – City (File, Engr. Dept. PM, Inspector, Sub-Inspector, Water, Wastewater, Streets/Drainage)
 - 4 – Franchise Utility Company Reps. (AT&T, Atmos, TXU/ONCOR, Charter)
 - 3 – Contractor/Sub-contractors
 - 1 – Geotech/Materials Testing Lab
 - b) Full-size plans (24-inch x 36-inch) plans – (5 Total)
 - 2 – City (File and Inspector)
 - 3 – Contractor/Subcontractors
 - c) Specification Books – (7 Total)
 - 3 – City (Engr. PM, Inspector, Sub Inspector)
 - 3 – Contractor/Subcontractors
 - 1 – Geotech/Materials Testing Lab
 - d) Plan Set “Approved for Construction” on CD.
- 4.2 Attend on-site construction observation meetings to observe progress, clarify design concepts and/or assist with solutions needed to overcome obstacles in construction (as applicable to scope of work) or to study and evaluate possible practical alternative solutions. Three (3) site visits are included in the budget. Consultant is not responsible for Contractor means and methods, phasing including but, not limited to the Project Safety Program or adherence to Safety Practices per any and all local jurisdictions and/or OSHA regulations.
- 4.3 When requested by the City, provide a memo of the site visit observations to the City.
- 4.4 Clarifications and Interpretations. Issue clarifications and interpretations of the Contract documents to City as appropriate. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City from clarifications and interpretations made by the Consultant.
- 4.5 Shop Drawings and Samples. Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to Submit. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor. Consultant review and appropriate action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Such appropriate action of the Consultant is limited to the following:
- (a) No exceptions taken,
 - (b) Revise and resubmit,
 - (c) Make corrections noted, and
 - (d) Rejected.
- 4.6 Substitutes and “or-equal”. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract documents, but subject to the provisions of applicable standards of state or local government entities. “Or-equal” acceptance by the Consultant will only be provided if the Consultant has experience with the substitution.
- 4.7 Limitation of Responsibilities. The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work.

- 4.8 Final Construction Walk Through. Consultant shall be present at the City’s final construction walk through and will prepare a “punch/checklist” for the contractor to use to achieve final project acceptance.
- 4.9 Record Drawings: Prepare project “Record Drawings” based on information provided by the Contractor, and/or City as to the actual field placement of the work including any changes or deletions. Consultant will provide the following deliverables:
- (a) Electronic copy of the record drawings shall be submitted on CD/DVD or flash drive in the following formats.
 - i. AutoCAD (.dwg) format
 - ii. Portable Document File (PDF) 400 dpi (min) (22-inch x 34-inch paper size)
 - (b) If applicable, an electronic copy of geotechnical reports, survey data, photographs, and exhibits used for the project, in .PDF or jpg format.
 - (c) Electronic copy of project specifications in Microsoft Word (.doc) and PDF format.
 - (d) Record drawings shall be sealed, dated and signed by the Engineer of Record in accordance with the Texas Board of Professional Engineers Policy Advisory Opinion Regarding Record Drawings.
 - (e) All documented field changes and revisions provided shall be shown and noted in the revision block.
 - (f) Revisions shall be drawn using accepted drafting standards and shall be clear and legible.
 - (g) Line work and notes related to work deleted or changed shall be omitted from the Record Drawing.

ADDITIONAL SERVICES

The following scope items defined as additional services are those anticipated to be necessary to facilitate design of the project. These services will be performed on an as-need basis, and invoiced based on effort and expenses incurred.

5 Design Surveys

- 5.1 Consultant will prepare and send a “Request for Right of Entry for Surveying” and “Start of Engineering Design Notice” documents to property owners immediately adjacent to the proposed project route via regular U.S. Postal Service. Templates for documents and information for property owners will be provided by the City
- 5.2 Complete Property Research using Rockwall County records
 - 5.2.1 Obtain plat information from County records or as provided by the City
 - 5.2.2 Gather existing ROW (right-of-way) and easement information from Rockwall County records, and other records provided by the City.
- 5.3 Consultant will submit request to Texas 811 for location of franchise utilities.
- 5.4 Topographic and Design Survey
 - 5.4.1 The intended scope of field survey includes a swath of approximately 40-feet centered on the City’s existing 8-inch through 12-inch sanitary sewer generally located adjacent to Buffalo Creek. The limits of the survey generally begin near the north right-of-way for S.H. 205

(Goliad Road) and extend northeasterly to a point approximately 500-feet southwest of John King Boulevard and Justin Road intersection, excepting that portion between TL Townsend and I.H. 30 as shown by the location map included herein.

5.4.2 Establish horizontal control points and temporary vertical control benchmarks in the vicinity of the proposed improvements.

5.4.3 Perform field survey to identify and tie the horizontal and vertical location of relevant topographic elements. The field survey shall include, but is not limited to the following:

- (a) Property boundary corner monumentation (that can be located)
- (b) Sanitary sewer manholes (including flow line measure-down)
- (c) Pavement, driveways, curbs, sidewalks, barrier free ramps, and signs.
- (d) Storm sewer inlets, culverts, manholes, junction boxes and headwalls (including culvert sizes and flow line elevations)
- (e) Top of bank, toe of bank and flow line of drainage channels/tributary.
- (f) Utility vaults, water valves, water meters, wastewater cleanouts, sprinkler heads, utility poles, utility markers, and franchise utilities and markings
- (g) Trees, including species and caliper (2-inch caliper and larger)
- (h) Landscape features, including planters, shrubs, rocks and borders
- (i) Buildings and permanent structures
- (j) Retaining walls, fences and screening walls (including material type)

5.5 Perform up to one site visit for the purposes of reviewing the results of field survey and determining the need for any additional surveys.

6 Easement Document Preparation

6.1 Prepare easement documents (metes and bounds description and graphic exhibits) for proposed utility or temporary construction easements if required by the project. Preparation of up to ten (10) easement documents are included in the budget.

6.2 Individual parcel easement documents shall be prepared on 8.5-inch x 11-inch paper size, and both an electronic PDF copy and two (2) set of originals sealed, dated, and signed by a Registered Professional Land Surveyor shall be provided to the City.

6.2.1 Graphic exhibits shall contain the following:

- (a) Parcel number
- (b) Area required
- (c) Area remaining
- (d) Legal description
- (e) Current owner
- (f) Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
- (g) All physical features

6.2.2 Metes and bounds descriptions of the easement parcel will be prepared and provided on a separate sheet from the graphic exhibit, and each type of easement shall be described separately.

6.3 The Consultant shall provide easement documents to the City and/or their assigned Land Rights Acquisition Agent.

7 Geotechnical Evaluation

7.1 If necessary, up to two (2) soil borings will be collected from the project site and analyzed to provide soil profile logs summarizing the subsurface soil properties.

ATTACHMENT “B”

Payment Schedule

Compensation for Basic Services in Tasks 1-4 shall be on a lump sum basis. The tabulation below establishes the not to exceed amount for each category of contract service:

	<u>Task</u>	<u>Fee</u>
	<u>BASIC SERVICES</u>	
1.	Preliminary Design Phase	\$ 16,600.00
2.	Final Design Phase	\$ 57,700.00
3.	Bidding Phase	\$ 7,100.00
4.	Construction Administration Phase	\$ 15,000.00
	Basic Services Subtotal:	\$ 96,400.00
<p>Compensation for special services under Tasks 5-7 shall be on an hourly basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$170.00 per hour, inclusive of all equipment rentals and software licensing; plus, mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.</p>		
	<u>ADDITIONAL SERVICES</u>	
5.	Design Surveys	\$ 19,700.00
6.	Easement Document Preparation (10 sets of plat and field notes included)	\$ 29,700.00
7.	Geotechnical Evaluation	\$ 4,000.00
	Additional Services Subtotal*	\$ 53,400.00
	<u>ENGINEERING SERVICES CONTINGENCY** (To be 10% of Services)</u>	\$ 14,980.00
	<p><i>** (This service is a miscellaneous amount to be used at the discretion of the City for additional Services outside of the scope of the contract. This item will be controlled by the City and will only be used if the City chooses. The Engineer has no right or guarantee to the use of this Contingency)</i></p>	
	Project Total*	\$ 164,780.00

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

ATTACHMENT “C”

Project Schedule

Notice to Proceed	December 16, 2019
Survey Right-of-Entry Forms	January 6, 2020
Begin Field Surveys	January 27, 2020
Complete Field Surveys	February 10, 2020
Submit 60% Plans to City for Review	April 6, 2020
Receive 60% Review Comments from City	April 20, 2020
Submit 90% Plans & Specifications to City for Review	May 25, 2020
Receive 90% Review Comments from City	June 8, 2020
Complete 100% (Final) Plans & Specifications	June 29, 2020
Advertise Project	July 6 & July 13, 2020
Receive Bids	July 20, 2020
Award Construction Contract	August 3, 2020
Construction (3 months)	September – November, 2020

ATTACHMENT “D”

Sub-Consultants

The Sub-Consultants anticipated for the work included in the scope of services for this project are as follows.

Geotechnical Evaluation:

Henley-Johnson and Associates, Inc.
James F. Phipps, P.E. | Vice President
235 Morgan Avenue Dallas, Texas 75203
Office: 214-941-3808 | Cell: 214-536-0212
jhipps@hja-eng.com | www.hja-eng.com

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

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

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

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

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

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

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

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

WHEREAS, both the COUNTY and CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to 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 be for one (1) year commencing on the date it is formally and duly executed by both the COUNTY and the CITY.
- B. During the term of this Agreement the COUNTY shall perform the "No Refusal Weekend" on four occasions as follows:

- (1) New Year's Day – 12:01 a.m. December 27, 2019 through 5:00 p.m. January 2, 2020;
- (2) Memorial Day – 12:01 a.m. May 22, 2020 through 5:00 p.m. May 26, 2020;
- (3) Independence Day – 12:01 a.m. July 3, 2020 through 5:00 p.m. July 6, 2020; and
- (4) Labor Day – 12:01 a.m. September 4, 2020 through 5:00 p.m. September 8, 2020.

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 Associate Judge David Mallard to review, consider and sign, if appropriate, evidentiary warrants to obtain blood samples from individuals suspected of driving while intoxicated during the "No Refusal Weekend" periods. Payment of the judge's fee is specifically not made contingent upon approval of the warrant by the judge.

III. CITY RESPONSIBILITIES

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

IV. GENERAL PROVISIONS

A. **General Administration:**

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

B. Alteration, Amendment or Modification:

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

C. Notice:

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

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

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

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

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

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

D. Severability:

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

E. Breach:

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

F. Non-Waiver:

The waiver by either party of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by 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 26th day of November 2019.

Rockwall County

By: _____

Honorable David Sweet
Rockwall County Judge

Attest:

Date: 11/26/19

EXECUTED THIS _____ day of _____ 2019.

City of Rockwall

By: _____

Mayor Jim Pruitt
City of Rockwall

Attest:

Date: _____



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CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Honorable Mayor and City Council

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

FROM: Travis E. Sales, Director of Parks and Recreation

DATE: December 16, 2019

SUBJECT: Parks, Recreation & Open Space Master Plan Update 2020-2030

The Park, Recreation & Open Space Master Plan 2010-2020 is set to expire in 2020. Staff has started initial planning discussions with MHS Planning and Design, LLC to update and provide the City of Rockwall with a Parks, Recreation & Open Space Master Plan 2020-2030. Not only does the master plan play a significant role in qualifying the City of Rockwall for Texas Parks and Wildlife grants in the future, it also provides direction for Parks and Recreation programming and development for the future. This process will take approximately 8-months to complete at a cost of \$38,150.00. Attached in your packet is the time-line and cost associated with the project. Staff is requesting use of funds from the Recreational Development account to complete this project. We anticipate the project time line to be January to September of 2020. This project for unknown reasons was not originally budgeted during the 2019-2020 budget process. We are also requesting the council to amend the budget in the Rec Development fund as well.

Park Board voted unanimously to recommend to the City Council to proceed with the Master Plan update. The City Council is asked to authorize the City Manager to execute the agreement with MHS Planning and Design, LL. Staff will be available to answer any questions.



25 November 2019

Mr. Travis Sales, Parks & Recreation Director
City of Rockwall
108 East Washington
Rockwall, Texas 75087

RE: Letter Agreement between the City of Rockwall, Texas and MHS Planning & Design for the development of the City of Rockwall Parks, Recreation and Open Space Master 2020 - 2030

Dear Travis:

MHS Planning & Design is pleased to have the opportunity to submit this proposal for the above referenced project. Based upon our understanding of the City's desires for the Parks, Recreation and Open Space Master Plan, we have prepared the following scope of services for your consideration:

I Basic Services of the Consultant:

- A. Service Area: The service area for the plan will be the corporate limits of Rockwall, Texas.
- B. Time Frame: The Master Plan will cover a time period from 2020-2030.
- C. Data Collection:
 - 1. Obtain most recent maps of the service area including street maps, topography maps, and aerial photography, if available. Photograph all parks and park improvements that have been completed since January 2020. (See Section II for City's responsibility.)
 - 2. Obtain relevant planning documents and produce an updated inventory of parks, recreation and open space facilities within the service area.
 - 3. Obtain the most recent population projections and demographic data for the service area.
 - 4. Meet with City staff to discuss achievements completed since the update was adopted, future park projects, desires, programming and maintenance of parks and public places.
- D. Analysis of Supply and Demand:
 - 1. Prepare "Needs Analysis" based on current and future supply and user demand.
 - 2. Conduct two input workshops with special interest groups to further determine recreational needs. (See Attached Schedule)
 - 3. Conduct a workshop with the City staff, Park Board members and the general public to identify special park issues and desires. (See Attached Schedule)

NOTE: The above listed workshops will be scheduled in two groups to reduce the cost of the Master Plan to the City.

D. Preparation of Preliminary Master Plan

1. Develop sketch plans to identify future land acquisition and proposed facilities for parks, open space and recreation.
2. Prepare preliminary cost projections for park and recreation improvements proposed for the next five (5) year planning increment and prepare financing alternatives for consideration. Future bond programs and potential partnerships will be discussed as alternative financial tools to help fund the implementation program.
3. Prepare draft written report detailing the Master Plan.
4. Submit the preliminary plan update and sketches to City Staff for comment. (One meeting)
5. Submit the draft master plan update to Texas Parks and Wildlife for review and comment.

F. Preparation of Final Master Plan

1. Incorporate review comments and prepare final written report including updated cost projections, proposed phasing plan for park and recreation improvements, full color exhibits, and financing alternatives.

G. Presentation of Final Plan

1. Make presentation of the final Parks, Recreation and Open Space Master Plan to the Park Board for approval and recommendation to the City Council for adoption, or
2. Make presentation of the final Parks, Recreation and Open Space Plan to the City Council for adoption.
3. Present five (5) copies of the final bound plan to the City. Product will be in full color bound format. The Consultant will also deliver to the City the final plan in PDF format.

H. Cost Containment:

1. In order to contain the cost of the plan, not more than six trips to Rockwall will be made by the Consultant. The City and the Consultant will make all reasonable efforts to group the scheduling of work tasks and meetings in order to take full advantage of each trip.

II The City's Responsibilities:

The City of Rockwall will:

- A. Provide full information as to his requirements for the Project.
- B. Provide to the Consultant all reasonably available information pertinent to the Project including a City base map in digital form, topography, aerial photography and all previous reports and any other data relative to planning of the Project.
- C. Make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform his work under this Agreement.

- D. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Consultant and shall render in writing decisions pertaining thereto within reasonable time so as not to delay the work of the Consultant.
- E. Advertise for, coordinate and arrange public meetings, board meetings, and focus group meetings, and pay for all costs incident thereto.
- F. Provide such legal, accounting, and insurance counseling services as may be required for the Project.

III Additional Services

- A. General: In addition to the basic services to be furnished by the Consultant under this proposal for which the payment of the standard consulting fee shall be made, the Consultant shall furnish additional services of the following types, if AUTHORIZED BY THE OWNER IN WRITING.
 - 1. Additional services due to significant changes in general scope of the project including, but not limited to, changes in size, complexity, or character when such changes are requested by the Owner.
 - 2. Revising at Owner's request studies, reports, design documents, drawings or specifications which were previously approved by the Owner except the Owner shall not be obliged to pay when:
 - a. The changes are required by regulating authorities or to bring the plan into compliance with applicable codes, ordinances, or standards, or
 - b. The changes are required as a result of some error or omission on the part of the Consultant.
- B. Furnishing of additional copies of reports and additional prints of drawings.
- C. Additional services and costs necessitated by out-of-town travel required by the Consultant other than visits to the Project and consultation in the Owner's office as required by Section I.
- D. Serving as expert witness or giving counsel for the Owner in any litigation, real or potential, or other legal proceeding involving the Project where the Consultant is not a party to the litigation.
- E. Additional services in connection with the Project not otherwise provided for in this agreement.
- F. Preparation of boundary survey, wetland delineation survey, lake permitting, flood studies, geotechnical investigations, plats, legal descriptions, or deeds, record search, abstracting of ownership or other related surveyor work.

IV Fees

- A. The total fee for the work outlined in Section I will be \$34,400.00 plus reimbursable expenses including travel & reproduction.

V Billing

- A. Billing shall be monthly based on the actual work completed. Invoices will be submitted to the City of Rockwall and shall be due upon receipt. Within ten (10) days of receipt of monthly bill, City shall review and accept the fees charged or notify MHS of any discrepancies. MHS Planning & Design, LLC reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any accepted invoices not paid within thirty (30) days.

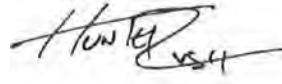
VI General Conditions

- A. Termination: This Agreement may be terminated with or without cause by either party by giving ten (10) days written notice. If this Agreement is so terminated the Consultant shall be paid for work completed plus reimbursable expenses. Reimbursable expenses include actual expense for subcontracted services, transportation, and subsistence of personnel when traveling in connection with the Project; reproduction of reports, drawings, specifications, and similar Project related items.
- B. Estimates: Since the Consultant has no control over the cost of labor and materials, or other competitive bidding and market conditions, the estimates of construction are to be made on the basis of his experience and qualifications but the Consultant does not guarantee the accuracy of such estimates as compared to the Contractor's bid, or the final contract cost.
- C. **LIMITED LIABILITY: THE LIMIT OF LIABILITY OF THE CONSULTANT FOR THIS PROJECT SHALL NOT EXCEED THE TOTAL COMPENSATION OUTLINED IN SECTION IV OF THIS CONTRACT.**
- D. Successors and Assigns: The Owner and the Consultant each binds himself and his officers, successors, executors, administrators and assigns to the other party of this Agreement in respect to all covenants of this Agreement; except as above, neither the Owner nor the Consultant shall assign, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be a part hereto.
- E. Findings Confidential: All reports, information, and data prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner or unless required by state law or court order.
- F. Interest of Members of City: No member of the governing body of the City, and no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
- G. Interest in Other Local Public Officials: No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
- H. Interest of Consultant and Employees: The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this contract, no person having any such interest shall be employed.
- I. Personnel: The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of the City. The Consultant further represents that although his staff does not include full time registered architects, that all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the Texas Engineering Practice Act, State Law and local law to perform such services which may be a part hereto.

J. Governing Law. The laws of the State of Texas govern this Agreement and all obligations of the parties under this Agreement are performable in Rockwall County, Texas and venue shall lie therein

If this Agreement meets with your approval, please have the contract executed in the appropriate place below and return one original to us. I appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,



Hunter N Rush

APPROVED

By: _____

Date: _____

Attest: _____



ROCKWALL PARKS, RECREATION & OPEN SPACE MASTER PLAN PROCESS, TIMELINE & ASSOCIATED COST

PLANNING STRUCTURE – Month 1	\$3,300
– Master Plan Process Overview Staff	
– Discuss Park Classification System	
– Discuss Level of Service Concept	
DATA COLLECTION – Month 2	\$4,150
– Obtain Current Aerial Photography & Related GIS Data	
– Inventory, Walk & Photograph New Parks & Facilities	
– Obtain Current Population & Projected Population	
PUBLIC INPUT – Month 3	\$5,250
– Conduct Focus Group Meetings	
– Conduct Input Meetings with the General Public	
GOALS & OBJECTIVES – Month 3	\$3,100
– Review & Modify Goals for Parks & Open Space	
– Review & Modify Objectives	
– Review & Modify Targeted Level of Service	
– Identify Active/Passive Recreational Needs	
SCHEMATIC PLAN – Month 4	\$4,800
– Existing Parks - Service Area Map	
– Potential Park Projects Map	
– Potential Open Space Projects Map	
– Park Network Map	
PRIORITIES – Month 4	\$2,700
– Establish Priority Listing of Facilities & Projects	

PRELIMINARY PLAN – Month 5	\$5,550
– Easy to Understand Format	
– Descriptive Narrative	
– Color Photos	
– Maps	
– Illustrations to Convey Concepts	
– Meet All Requirements for Texas Parks & Wildlife Approval	
REVIEW PERIOD – Month 6-7	\$1,300
– Staff Review	
– Park Board Review	
– Citizen Review	
– Texas Parks & Wildlife Review	
FINAL PLAN & PLAN ADOPTION – Month 8	\$4,250
– Staff Review	
ACTION / IMPLEMENTATION	
TOTAL PLAN – 8 Months	\$34,400

CITY OF ROCKWALL

PARKS, RECREATION & OPEN SPACE

MASTER PLAN UPDATE



MAY 2017



City of Rockwall, Texas

Parks, Recreation & Open Space Master Plan Update 2017

Table of Contents

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I. INTRODUCTION

The purpose for updating the 2010 Parks, Recreation and Open Space Master Plan is to ensure the goals, objectives and proposed developments outlined in the 2010 plan still coincide with the parks and open space needs of the community.

The 2017 Parks, Recreation and Open Space Master Plan Update includes summaries of the following:

- 2017 demographics & projections
- goals and objectives
- park standards
- park inventory
- parks and open space accomplishments since 2010
- new citizen input
- updated needs and priorities
- revised implementation schedule for future developments



Fox Chase Park

COMMUNITY

The City of Rockwall is the county seat for Rockwall County and is located east of Dallas on the eastern shore of Lake Ray Hubbard.

2020 Population Projection

- 47,474

(Texas Water Development Board)

DEMOGRAPHICS

Estimated 2016 Population – 41,370

Population – 35,050 (2010 Census)

- 72.0 % - White
- 16.8 % - Hispanic
- 05.8 % - Black
- 02.4 % - Asian
- 03.0 % - Other

II. GOALS AND OBJECTIVES

Goals and Objectives are provided to give direction for future community decisions regarding parks, recreation and open spaces specifically in the City of Rockwall. The following goals and objectives were established in the 2010 master plan based on input from the City of Rockwall residents. These goals and objectives were reaffirmed in the 2016 public input process and remain valid.

GENERAL PARK AND RECREATION GOAL:

Rockwall's most significant outdoor features – its floodplains, woodlots, shorelands, sensitive habitats and rare ecosystems – should be woven with existing and future parks, greens and commons into a city-wide, comprehensive parks and open space system designed to serve the wide range of ages, abilities and interests of Rockwall's current and future citizenry. This parks and open space system should reflect a level of character, quality and care that communicates responsible stewardship and pride of place.



GENERAL PARK AND RECREATION OBJECTIVES:

- Encourage the creation of small, private greens and commons in new neighborhoods to enhance their character, desirability and the quality of social interaction within them.
- Research the viability of any opportunities to acquire and preserve areas of the native Blackland Prairies and surrounding areas, as important natural and historical landscape feature.
- Ensure that ultimately every Rockwall resident lives within ½ mile of a Neighborhood Park for their use.
- Ensure that ultimately every Rockwall resident lives within 2 miles of a Community Park for their use.

LAKE RAY HUBBARD GOAL:

Actively explore the potential for public waterfront use of the Lake Ray Hubbard shorelands and preserve those areas for use by the public.

LAKE RAY HUBBARD OBJECTIVES:

- Preserve areas identified in this plan (and the 2010 – 2020 Master Plan) for public use and enjoyment.
- Develop a lakeside park to provide a broad array of recreational opportunities along the shores of Lake Ray Hubbard.
- Explore potential for parks and passive greenway trails at appropriate locations along the shoreline.
- Explore potential for future private waterfront development that could include a public access component.



GREENWAYS GOAL:

Incorporate floodplains into an interconnected greenway network that preserves their natural flood water storage functions while providing trails, open spaces and conservation of natural areas.



GREENWAYS OBJECTIVES:

- Allow no significant filling of the 100 – year floodplain.
- Incorporate other significant natural areas, such as steep slopes and sensitive habitats, into the greenway network.
- Develop parks containing quality natural open spaces sensitively with the preservation of the natural environment as a high priority.

DESIGN DEVELOPMENT GOAL:

Design parks and open space improvements as first-class facilities, as they represent the public face or “front yard,” of Rockwall.

DESIGN DEVELOPMENT OBJECTIVES:

- Ensure that park development reflects a high level of quality and a strong design ethic.
- Design park improvements for durability, long life and low maintenance requirements.
- Maintain high maintenance standards for development and maintenance of all Rockwall public land.
- Environmental stewardship measures, including the use of energy conserving components, the use of green building materials, preservation of existing habitat and vegetation and the use of native plant material should be included into the parks and open space network at every opportunity.
- Park design should consider and provide handicapped accessibility to park spaces and ensure meaningful usefulness of park facilities for user groups with varying degrees of abilities.



III. PARK STANDARDS AND INVENTORY

PARK STANDARDS

The Rockwall Parks network is made up of nine different park types – each having a role in satisfying the recreational needs of the community. It is important to note that the development costs of parkland have significantly increased over the past five years due to increased costs of materials and construction. The following chart defines the characteristics of each park type within the City.

CLASSIFICATION	SERVICE AREA	SIZE (ACRES)	POPULATION SERVED	TYPICAL FACILITIES	DEVELOPMENT COSTS
Mini – Park	¼ Mile	1 – 3 acres	500 - 2,500	Landscaping, drinking fountains, sidewalks, & benches	\$75,000 - \$125,000 per acre
Neighborhood Oriented Park (Public Parks associated with school properties)	¼ Mile	1 acre	500 - 2,500	Playground apparatus, landscaping, sidewalks, drinking fountains, lawn area, & benches	\$100,000 - \$150,000 per acre
Neighborhood Park	½ Mile	10 – 12 acres	2,000 - 10,000	Playground apparatus, picnic area(s), pavilion, play courts, play fields, multi-use trails, natural open space, landscaping, & parking	\$150,000 - \$175,000 per acre
Community Park	2 Miles	40 – 150 acres	10,000 - 50,000	Tennis courts, sports fields, playground apparatus, picnic area(s), pavilions, walking/jogging trails, swimming pools, open space, landscaping, recreation centers, restrooms, & parking	\$70,000 - \$200,000 per acre
Regional Park	10 Miles	200 – 1,000 acres	Entire Urban Area	Sports fields, tennis courts, swimming complexes, lakes, hike/bike trails, bridle paths, golf courses, campgrounds, nature areas, play structures, restrooms, & ample parking	\$2,000,000 & Up (Total Cost)

CLASSIFICATION	SERVICE AREA	SIZE (ACRES)	POPULATION SERVED	TYPICAL FACILITIES	DEVELOPMENT COSTS
Natural Area	Varies	Determined by resource	Entire urban area	Nature trails, multi-purpose trails, benches, picnic areas, wildlife viewing stations, educational components, information kiosks, interpretive signs, exercise courses, & drinking fountains	Varies
Greenways	Varies	Varies	5,000 to entire community	Landscaping, multi-purpose trails, benches, information kiosks, exercise courses, & drinking fountains	\$225,000 - \$750,000 per mile
Special Use Park	Varies	Determined by Primary User	Varies – Dependent on Primary Use	Concentration of one or two of the following: Baseball/softball complex, soccer fields, tennis centers, sports stadiums, golf courses, performing arts parks, boat ramps, amphitheaters, & ornamental gardens	Varies
Sports Complex	Entire City	40 – 150 acres	Entire community	Sports fields, tennis courts, multi-purpose trails, concessions, spectator plazas, nature areas, play structures, restrooms, & ample parking	\$5,000,000 - \$8,000,000

* All costs exclude land and are based on 2017 dollars.

ROCKWALL PARK INVENTORY

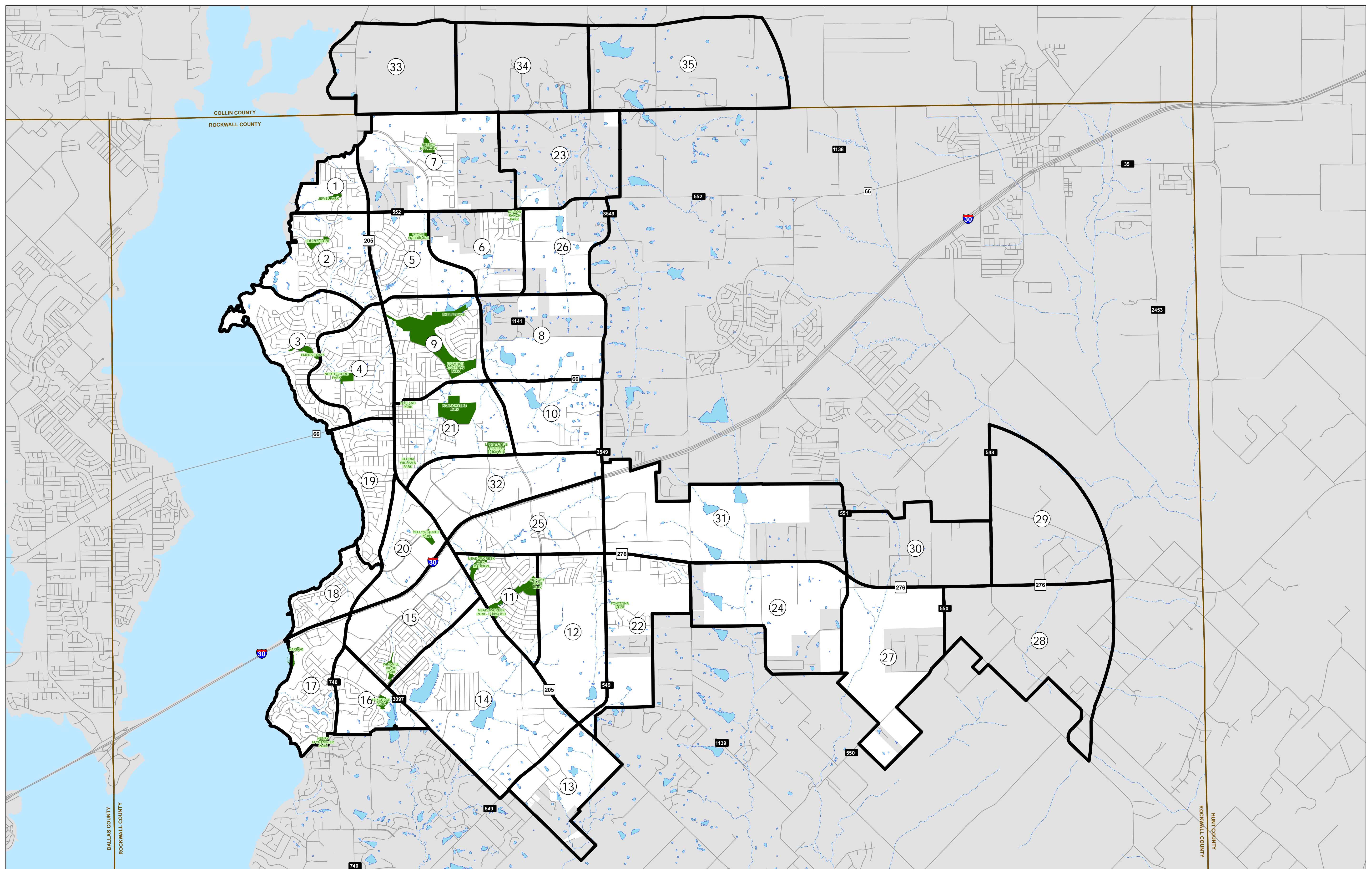
The existing parks in Rockwall are classified in the Existing Parks and Open Space Inventory shown in the following table. Ideally, all developed residential areas of the city of Rockwall should fall within the service area of a neighborhood park and a community park.

	NAME	TYPE OF PARK	TOTAL ACRES	DEVELOPED ACRES	FACILITIES
1	Gloria Williams	Mini Park	.5	.5	<ul style="list-style-type: none"> • Basketball Court • Picnic Tables • Bar-B-Que Grill • Benches • Playground • Pool
2	Lofland	Mini Park	1.2	1.2	<ul style="list-style-type: none"> • Picnic Tables • Bar-B-Que Grills • Playground • Parking Lot
3	Clark Street	Mini Park	1.3	0	
4	Dalton Ranch	Neighborhood Oriented	2	0	
5	Foxwood	Mini Park	.25	.25	<ul style="list-style-type: none"> • Benches • Playground
6	Northshore	Neighborhood	10	1	<ul style="list-style-type: none"> • Basketball Court • Picnic Tables • Playground • Open Lawn Area
7	The Park at Emerald Bay	Neighborhood	11.85	10.3	<ul style="list-style-type: none"> • Picnic Tables • Benches • Multi-Purpose Trails • Pond • Playground • Open Lawn Area • Parking Lot
8	The Park at Foxchase	Neighborhood	10	10	<ul style="list-style-type: none"> • Basketball Court • Picnic Tables • Benches • Multi-Purpose Trails • Pavilion • Pond • Playground • Sprayground • Parking Lot

	NAME	TYPE OF PARK	TOTAL ACRES	DEVELOPED ACRES	FACILITIES
9	The Shores Park	Neighborhood	11.9	11.9	<ul style="list-style-type: none"> • Basketball Court • Picnic Tables • Benches • Multi-Purpose Trails • Pavilion • Playground
10	Windmill Ridge	Neighborhood	8.5	7.5	<ul style="list-style-type: none"> • Picnic Tables • Bar-B-Que Grills • Benches • Playground • Parking Lot
11	Jewel Park	Neighborhood	3.5	3.5	<ul style="list-style-type: none"> • Volleyball Court • Picnic Tables • Bar-B-Que Grills • Benches • Playground • Parking Lot
12	Meadowcreek	Neighborhood	16.5	3.5	<ul style="list-style-type: none"> • Benches • Playground
13	Henry Chandler	Neighborhood	4.2	2.5	<ul style="list-style-type: none"> • Baseball / Softball Fields • Soccer Fields • Parking Lot
14	Hickory Ridge	Neighborhood	25.4	12	<ul style="list-style-type: none"> • Basketball Court • Picnic Tables • Benches • Multi-Purpose Trails • Pavilion • Pond • Playground • Sprayground • Open Lawn Area
15	Fontana	Neighborhood Oriented	5.2	1	<ul style="list-style-type: none"> • Playground
16	The Park at Stone Creek	Neighborhood	12.4	6	<ul style="list-style-type: none"> • Picnic Tables • Bar-B-Que Grill • Benches • Multi-Purpose Trails • Pavilion • Open Lawn Area • Pond • Playground • Parking Lot
17	The Park at Breezy Hill	Neighborhood	61.5	11.5	<ul style="list-style-type: none"> • Picnic Tables • Bar-B-Que Grill • Benches • Multi-Purpose Trails • Pavilion • Open Lawn Area • Pond • Playground

	NAME	TYPE OF PARK	TOTAL ACRES	DEVELOPED ACRES	FACILITIES
18	Alma Williams Howard	Community	46.23	8.0	<ul style="list-style-type: none"> • Open Lawn Area
19	Harry Myers	Community	67	60	<ul style="list-style-type: none"> • Basketball Court • Volleyball Court • Picnic Tables • Bar-B-Que Grills • Benches • Restroom • Multi-Purpose Trails • Pavilion • Ponds • Playground • Community Building • Pool • Baseball / Softball Fields • Concession Stand • Sprayground • Parking Lot
20	Rockwall County YMCA	Community	22	22	<ul style="list-style-type: none"> • Basketball Court • Volleyball Court • Picnic Tables • Restroom • Ponds • Playground • Community Building • Pool • Baseball / Softball Fields • Soccer Fields • Parking Lot
21	The Lakes of Squabble Creek	Neighborhood / Community	168	80	<ul style="list-style-type: none"> • Pond • Fishing Pier • Kayak Launch • Natural Open Space • Multi-Purpose Trails
22	Leon Tuttle	Sports Complex	18.6	18.6	<ul style="list-style-type: none"> • Baseball / Softball Fields • Soccer Fields • Concession • Restroom • Parking Lot
23	Yellow Jacket	Sports Complex	7.6	6.0	<ul style="list-style-type: none"> • Baseball / Softball Fields • Concession • Restroom • Parking Lot

	NAME	TYPE OF PARK	TOTAL ACRES	DEVELOPED ACRES	FACILITIES
24	Highway 66 Boat Ramp	Special-Use	.5	.5	<ul style="list-style-type: none"> • Picnic Tables • Shade Structure • Multi-Purpose Trails
25	Squabble Creek Mountain Bike Trails	Special-Use	59.74	59.74	<ul style="list-style-type: none"> • Mountain Bike Trails • Hiking / Jogging Trails
26	The Harbor	Special-Use	7	7	<ul style="list-style-type: none"> • Benches • Multi-Purpose Trails • Sprayground • Parking Lot
27	The Trails at Squabble Creek	Greenway	11.8	11.8	<ul style="list-style-type: none"> • Multi-Purpose Trails
28	Timber Creek	Greenway	8.3	0	
29	Lago Vista	Greenway	7	0	
30	Waterstone	Greenway	12.88	0	
31	Highland Meadows	Greenway	5.9	0	
32	Lynden Park	Greenway	11.3	0	
33	Lakeview Summit	Greenway	33	0	
34	Meadowcreek - Madison	Greenway	17.4	9	<ul style="list-style-type: none"> • Multi-Purpose Trails • Playground
35	Lakeside Park	Regional	420	0	
Total Park Acres			1,110.45		
Total Developed Park Acres				365.29	
LEVEL OF SERVICE				8.83 ACRES / 1,000 RESIDENTS	



COLLIN COUNTY
ROCKWALL COUNTY

DALLAS COUNTY
ROCKWALL COUNTY

ROCKWALL COUNTY
HUNT COUNTY

IV. ACCOMPLISHMENTS

One of the main objectives of this master plan update is to address the accomplishments within the existing park system made since the 2010 plan. The City of Rockwall has successfully completed several projects addressed in the 2010 Master Plan and continues to make progress developing the City's parks and recreational opportunities. It is important to address the City's accomplishments in order to focus on what the city needs to accomplish in the upcoming years.

The additional parks that have been acquired and developed has increased the City's developed park acreage and thus increased the Level of Service (number of developed park acres per 1,000 residents) from 8.24 acres per 1,000 residents to 8.83 acres per 1,000 residents.

In order to keep up with the rapidly growing population, the City must develop a large piece of property, such as the Sports Complex or Lakeside Park, in order to further increase and exceed the level of service from past years.

TEXAS RECREATION AND PARK SOCIETY AWARDS



The City of Rockwall was awarded the GOLD MEDAL AWARD in 2017 which is given to honor departments in for excellence in the field of recreation and park management for the past three years. In addition, the city won the PROMOTIONAL AWARD which honors the most outstanding promotional efforts of a park, recreation and leisure agency for the past year.

CITIZEN INVOLVEMENT

To help the City of Rockwall move closer to its vision, volunteers have provided many hours of work improving the City's parks and natural areas. Eagle Scouts, Girl Scouts, civic organizations and churches, to name just a few, have contributed numerous projects and amenities that people desire and value.

The Butterfly Brigade was created as part of the nation wide Mayor's Monarch Pledge program. This passionate group of volunteers have helped create new butterfly way-stations and meadows as well as education and awareness to encourage residents to create their own habitat.



RENOVATIONS AT LEON TUTTLE ATHLETIC COMPLEX

The City of Rockwall has considered developing a Sports Complex for the past several years in order to meet the growing demands of youth athletics in the area. After the failed Sports Complex Bond, the City decided that the renovation of Leon Tuttle Park met the current demand in 2012 and was the most economical choice to best suite the citizens of Rockwall. Leon Tuttle Athletic Complex includes a total of eight renovated baseball / softball fields (six lighted fields), a playground and restroom facilities.



CONSTRUCTION OF THE ALL-INCLUSIVE PLAYGROUND AT YELLOW JACKET PARK



Shadesystemsinc.com

One of the Park Design Objectives for the City of Rockwall is to provide recreational opportunities for all abilities and ages for the residents and surrounding populations. In 2015, the City of Rockwall developed and constructed a playground specifically designed to allow children of all abilities to fully participate in outdoor recreation. The all-inclusive playground is located in Yellow Jacket Park and includes: a barrier free playground, shade canopies, music play, interactive panels and classic recreational playground elements.



Planetrockwall.com

CONSTRUCTION OF THE PHELPS LAKE TRAIL HEAD



The City developed the Raymond Cameron/Phelps Lake Master Plan in 2006 and has continually made improvements around the lakes to develop a large trail network. Since 2006, the City has renamed the lake property to The Lakes at Squabble Creek. In 2015, the City constructed the trail head at Phelps Lake. The trail head consists of a fishing pier / wildlife viewing area, a kayak launch, multi-purpose trails, natural open space, sitting areas and an area for a future native plant garden.



CONSTRUCTION OF THE PARK AT STONE CREEK



The City has strived to develop a park system that provides a neighborhood park ½ mile of every home. As Rockwall continues to grow, the City has committed to developing neighborhood parks in growing areas of the community. In 2016, the City completed the construction of an 11 acre park, The Park at Stone Creek, which includes: a playground, pavilion, multi-purpose trails, an open lawn area, fishing area / lake overlook, picnic area, benches, a drinking fountain and a parking lot. In the public input sessions of the design process, the nearby residents requested that emphasis be placed on the playground element of the park. The park now contains 9,400 sq.ft. devoted to play elements.



DESIGN OF THE PARK AT BREEZY HILL

As the City continues to develop and grow, the City has continued to acquire and develop park land. During the development of this Master Plan Update, the design and construction documents have been completed for an additional neighborhood park in northern Rockwall. The Park at Breezy Hill will consist of a pavilion, playground, walking trail, open lawn area, fishing pier / pond overlook landscaping and social gathering area. The project completion date is slated for November 2017.



MHS
PLANNING & DESIGN, LLC
312 WEST NINTH STREET
TYLER, TEXAS 75701
PHONE: 903.297.6600
WWW.MHSPLANNING.COM
DATE: 12/16/2016 2:00

THE PARK AT BREEZY HILL

CONSTRUCTION PLANS

CITY OF ROCKWALL, TEXAS

TPWD PROJECT #50-000462
ROCKWALL COUNTY
MARCH 2017

NOTICE TO CONTRACTORS

THE CITY OF ROCKWALL HAS ADOPTED THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, EDITION 2011, AS AMENDED BY THE CITY OF ROCKWALL. THESE SPECIFICATIONS SHALL BE USED FOR ALL CONSTRUCTION OF PUBLIC WORKS UNDER THE CONTROL OF THE CITY OF ROCKWALL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ROCKWALL AND THE STATE OF TEXAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ROCKWALL AND THE STATE OF TEXAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ROCKWALL AND THE STATE OF TEXAS.

LOCATION

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COVER SHEET	1
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MHS
PLANNING & DESIGN, LLC

STOP! CALL BEFORE YOU DIG!

CONSTRUCTION PLANS
THE PARK AT BREEZY HILL
CITY OF ROCKWALL, TEXAS

DATE: 12/16/2016

BY: MHS

APP: MHS

REV: 17-021

1 of 18



DEVELOPMENT OF NORTHSHORE PARK

The development of Northshore Park was the number one priority on the Implementation Schedule in the 2010 master plan. Northshore Park was completed in 2011 and consists of: natural open spaces, a playground with swings, a basketball court, picnic stations and benches.



DEVELOPMENT OF TRAIL CONNECTIONS

Trails is and has been the number one priority in the City of Rockwall for several years. The City has been very successful constructing trail and sidewalk connections throughout the community. The construction of small sections of trail can connect miles and miles of trail, thus creating a city-wide trail network. The city has successfully completed three trail sections that have connected several miles of trails throughout neighborhoods and the city.

- The trail section at the intersection of John King Boulevard and CR 1141.

- The trail section at the intersection of John King Boulevard and Quail Run.

- The trail section at Dalton Park



V. CITIZEN INPUT

In order to develop a park system that will be used and highly supported by the citizens of Rockwall, the City has committed to using a citizen-driven needs based approach to park planning. In order to better understand the needs of the community, the City conducted a focus group meeting with local community leaders and a largely attended city-wide public meeting.



Overall, it is apparent that the City of Rockwall has a highly successful park system and is continually progressing. Many of the citizens feel that the City needs to continue moving in the same direction as identified in the 2010 master plan.

The following is a summary of the key responses regarding the City of Rockwall's park system.

FOCUS GROUP INPUT

The focus group consisted of several different community leaders from the City of Rockwall. The discussion primarily focused on the positive aspects of the current park system in Rockwall. In addition, the conversation led to a handful of suggestions, such as: providing additional recreational opportunities, upgrading existing properties and enhancing the trail system. The group was asked collectively to come up with a the top three recreational priorities in the community and they are:

- 1 – Athletic Fields
- 2 – Lakeside Park Development
- 3 – Indoor Community / Recreation Center

PUBLIC MEETING – November 15th, 2016

The City hosted a public meeting in November in order to better understand the needs and desires of the residents of Rockwall. The meeting was well attended with approximately 35 people sharing their likes and dislikes about the park system. In addition, many of the participants shared their visions for the existing and future park system.

The following is a list of the input obtained from the public input meeting.

- The existing park system is highly maintained
- Additional trails are needed throughout the City to create more connectivity
- Construct a new sports complex
- The city has great programming
- Construct a public archery range
- Construct a community center
- Develop Lake Shore Park property
- Additional boating access is needed on Lake Ray Hubbard
- Trails do not need to be located on or through privately owned land
- Additional Special Needs playgrounds are needed throughout the community
- Construct an outdoor aquatic center
- Continue to maintain the park system at high level
- Construct bike lanes throughout city



VI. NEEDS AND PRIORITIES

The needs and priorities of the City of Rockwall are based on the goals and objectives, focus group input, citizens input, city staff recommendations and professional opinion. The following needs and priorities have been identified as important areas of focus for the City of Rockwall through 2020.

NEW PARK NEEDS

The City of Rockwall has been successful in the past six years by acquiring and developing additional new parks and open spaces within the city. As the city continues to develop, it is imperative the city focus on acquiring vacant land and greenways for additional parks to serve areas of the community that are not currently served. After conducting meetings with the general public, community leaders and key staff members it is apparent that the City of Rockwall needs to develop the Lakeside Park property in northwest Rockwall. The development of Lakeside Park would provide the residents of Rockwall with a Regional Park that should include:

- Multi-Purpose Trails
 - Nature Trails
- Open Lawn Areas
- Sports Fields
 - Pavilions
 - Picnic Areas
- Bench Stations
- Water Features
- Nature Areas
- Playgrounds
- Restrooms
- Parking Lot



EXISTING PARK NEEDS

As the City of Rockwall continues to grow, it is essential that the city maintains, updates and renovates existing parks. As noted in the 2010 Master Plan, the level of maintenance of the existing parks is high and pleasing to the general public. There is a need to continue to update and improve existing parks to meet the ever changing demands of the residents of Rockwall.

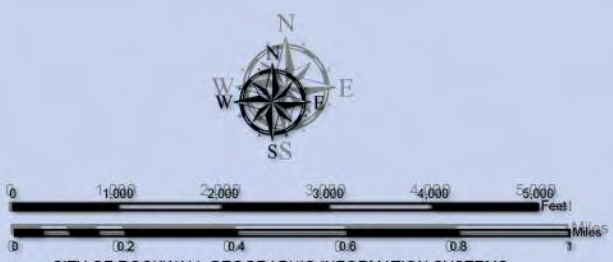
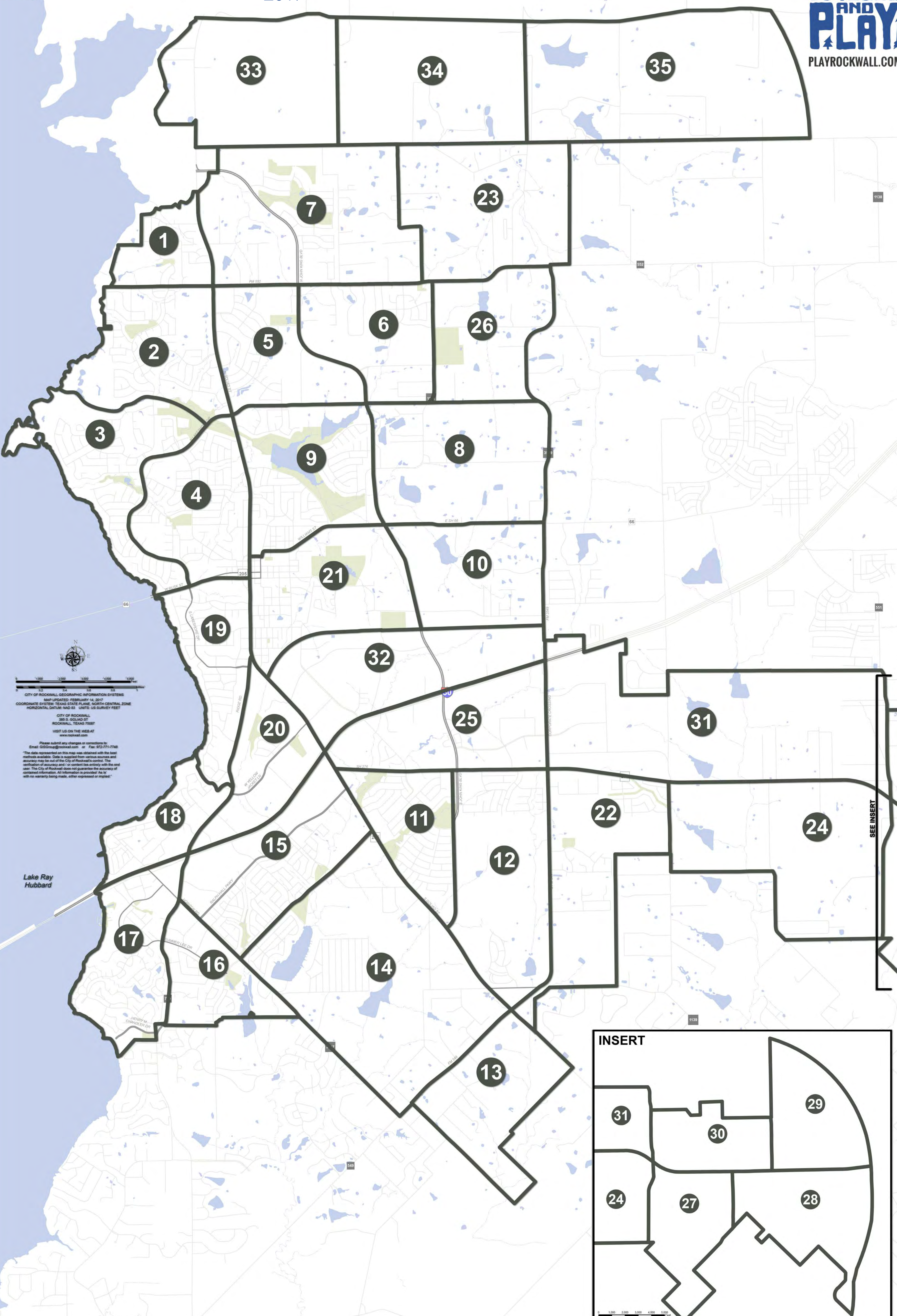


NEIGHBORHOOD PARK NEEDS

Neighborhood Parks have been and will continue to be the backbone of the park system. The City of Rockwall has developed a parks districts map that represents different areas of growth and needs throughout the community. As part of the development process, residential developers are required by ordinance to dedicate land and monies to the city for parks and open spaces.

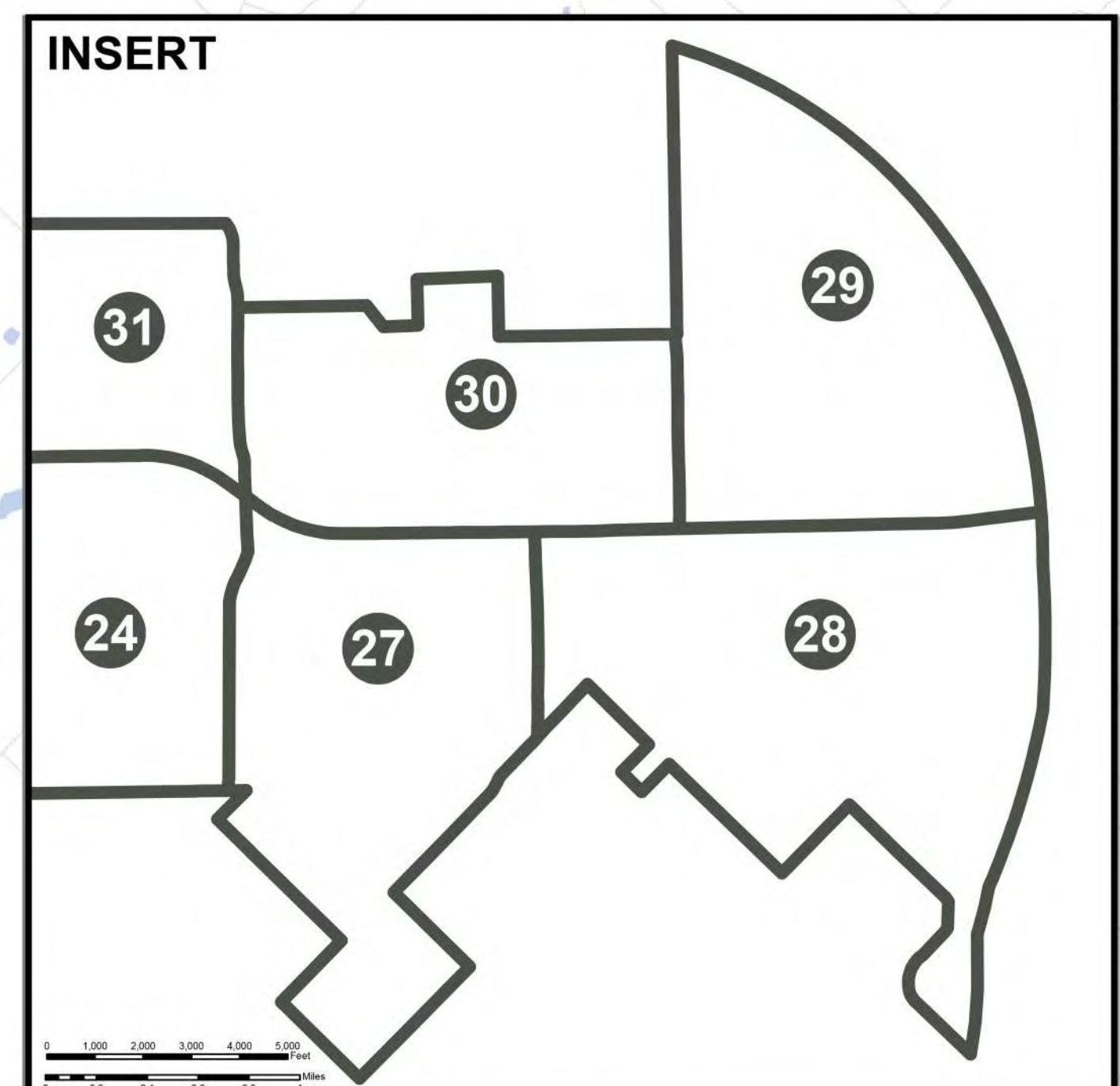
The districts map was recently reviewed and modified to better suite the needs of the community as it continues to grow and develop. It is imperative that the city continues to develop neighborhood parks, especially in the districts that are lacking neighborhood parks. (See Parks District Map)





CITY OF ROCKWALL GEOGRAPHIC INFORMATION SYSTEMS
 MAP UPDATED: FEBRUARY 14, 2017
 COORDINATE SYSTEM: TEXAS STATE PLANE, NORTH CENTRAL ZONE
 HORIZONTAL DATUM: NAD 83 UNITS: US SURVEY FEET
 CITY OF ROCKWALL
 385 S. GOLIAD ST.
 ROCKWALL, TEXAS 75087
 VISIT US ON THE WEB AT
 www.rockwall.com

Please submit any changes or corrections to:
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NATURAL OPEN SPACE NEEDS

As the City of Rockwall and surrounding communities continue to grow and develop, the amount of natural open space diminishes. The need for acquisition and preservation of natural open space was evident in the focus group meetings. Many of the citizens expressed the need for open spaces, creek corridors and preservation of existing trees. In addition, open spaces and nature trails are both ranked within the top five recreational priorities for the city. It is imperative, especially as the city continues to grow, to focus on preserving the most valuable environmental assets, such as wooded lots, natural open spaces, creek corridors and riparian areas.

Many of the creek corridors throughout the community are located in the floodplain and commercial and residential developments are not permitted. These key areas need to be preserved as natural open spaces and developed as trail corridors throughout the city.

ATHLETIC FACILITY NEEDS

Organized sports, especially youth sports are popular in the City of Rockwall and have continually grown in participation over the past five years.

As the population continues to grow and the field space becomes less and less available for practices, the city needs to consider a new sports complex that provides fields for practices as well as tournament quality fields.

Since the City has taken over the baseball and softball program approximately three years ago, the amount of teams have doubled and created a high demand for additional organized youth athletic fields.



PRIORITIES

The following Parks and Recreational Facility Priorities are based on results from the focus group meeting, public meeting, city staff, the needs analysis and professional opinion. The following list is depicted in order of priority, has been adopted and should be pursued as recreational priorities within the city.

RANK	FACILITY
1	Athletic Fields (Baseball, Softball, Soccer, Etc.)
2	Multi-Use Trails / Greenway Corridors
3	Playgrounds
4	Pavilions / Picnic Areas
5	Natural Open Space
6	Water Features (i.e. small lakes, ponds, creeks)
7	Open Areas for General Play / Sports Practice
8	Swimming Pool / Water Sprayground
9	Skate Parks
10	Tennis Courts
11	Disc Golf
12	Volleyball Courts

In 2016, the Rockwall City Council adopted the Parks and Recreation Department Strategic Plan in order to better guide and direct the needs of the Parks and Recreation Department. It is a priority for the department to review and implement the plan. The strategic plan focuses on the following priorities:

- Focus on the field space needs and requirements for youth baseball and softball
- Develop existing neighborhood parks to the fullest extent (+/- \$1,250,000 for 11 acres of developed park land)
- Acquire and develop +/- 50 acre community park in south Rockwall
- Focus on the development and funding sources of the Lakeside Park Project
- Develop Master Plan for Alma Williams Howard Park
- Continue to develop the Lakes of Squabble Creek
- Focus on non-resident sales tax revenue
- Operate and maintain the existing and future park system at a high level

RECOMMENDATIONS

New Parks:

- Develop Lakeside Park Phase I in north west Rockwall
- Develop Master Plan for Alma Williams Howard Park
- Acquire and develop a sports complex (See Athletics below)
- Acquire and develop +/- 50 acres of land for a community park in south Rockwall
- Acquire and develop neighborhood parks in the growing areas of the community

Existing Park Upgrades:

- Continue to renovate existing neighborhood parks throughout the community. As neighborhoods continue to grow and develop, it is imperative that the neighborhood parks are updated and renovated to meet the needs of the neighborhood.
- Continue to update and renovate Harry Myers Park

Athletics:

- Develop a fully lighted, multi-purpose field sports complex that includes all the necessary athletic fields for tournaments, games and practices facilities as the participation rate and population continues to grow.

Trails:

- Continue to construct trails throughout the community to connect parks, schools, residential areas, commercial areas and employment centers. It is critical to construct trail segments that result in meaningful connectivity. Emphasis should be given to providing trails along creek corridors and other natural resources.

Natural Open Space:

- Acquire, preserve and develop key remaining natural areas for passive recreational opportunities as well as for natural habitats and trail corridors.

Park Operations & Maintenance:

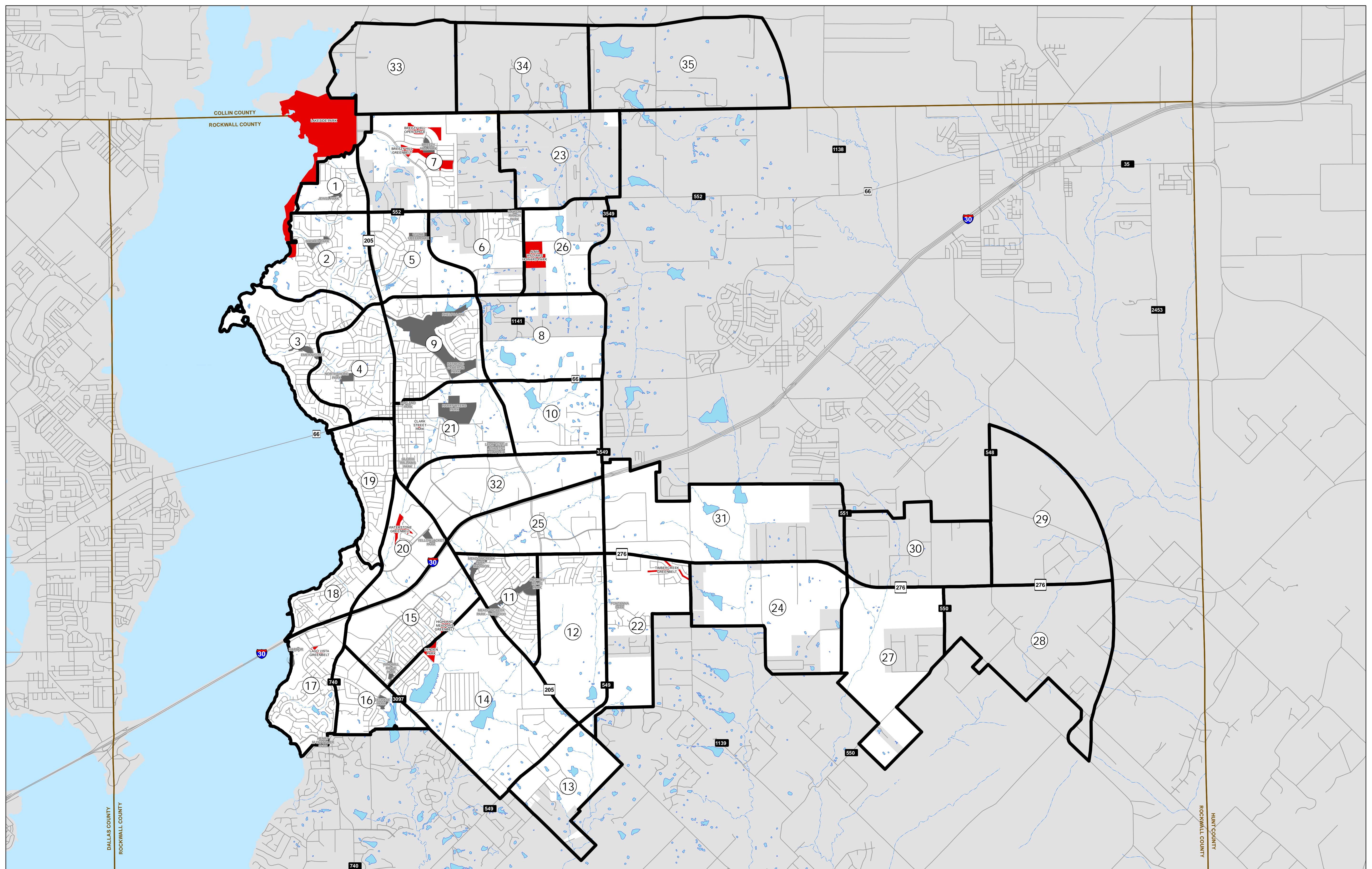
- In order to maintain the park system and public spaces at a high level that is expected and appreciated by the residents, the city needs to continually review and update the parks operations and maintenance budget as the city continues to grow and develop additional properties.

In order to provide the best recreational opportunities for the residents of Rockwall at the best price, it is important that the City be creative in land acquisition, design and development of parks. The City should consider constructing the much needed sports complex on the Lakeside Park property. The combination of a sports complex and community park recreational amenities has proven to be successful in several other communities throughout Texas.

VII. IMPLEMENTATION SCHEDULE

The following table depicts the updated project list for the City of Rockwall for the next five years and beyond. It is important to note that the following schedule is intended to be a flexible guide for the development of parks, recreational facilities and open spaces over the next five years. The city should evaluate and take advantage of any unforeseen opportunities that may arise that are not identified in this implementation schedule as long it meets the goals and objectives of this plan. The city should continually and actively pursue partnerships and non-traditional funding sources to expedite implementation where possible to alleviate some of the burden of implementation expenses on residents.

PROJECT	DATE	ESTIMATED COST	POTENTIAL FUNDING SOURCES
Develop the Alma Williams Howard Community Park Master Plan	2018	\$50,000 - \$75,000	General Fund General Obligation Bond
Acquire 50 acres in South Rockwall for the development of a community park	2019	Market Price / Donation / Dedication	Donation General Fund General Obligation Bond
Develop Lakeside Park – Phase I	2019	\$10,000,000 - \$18,000,000	TPWD Grants General Fund General Obligation Bond
Acquire & Develop a Sports Complex with community park amenities	2020	\$8,000,000 - \$15,000,000	TPWD Grants General Fund General Obligation Bond
Develop Trail Linkages	2017 – 2020	\$250,000 - \$550,000 per mile	TPWD Grants TxDOT Enhancement Grant General Fund General Obligation Bond
Acquire & develop additional neighborhood parks throughout the community	2017 – 2020	Approximately \$150,000 per acre	Developer Fees Land Dedication TPWD Outdoor Grant General Fund General Obligation Bond





City of Rockwall 2017

Symbol Legend

- Roadway Trail
- Park Trail
- Major Trail
- Future Trails
- County Boundary
- City Limits
- Railroad Crossings
- Freeways
- Arterials
- Railroad
- Bldgs 25000 & Up
- Ponds
- Streams
- Park Land
- School Parks
- Golf Courses
- By Pass Loop
- Expert Loop
- Loop 1
- Loop 2
- Loop 3
- Loop 4
- Loop 5
- Loop 5 ByPass
- Loop 6
- Trail Exit

City of Rockwall Geographic Information Systems

TRAILS LEGEND

PARKS

- A HARRY MYERS PARK
- B THE LAKES OF SOUARIABLE CREEK
- C ALMA WILLIAMS HOWARD PARK
- D OLGA WILLIAMS PARK
- E LOFLAND PARK
- F FOXWOOD PARK
- G LYNDEN PARK
- G2 LAOD VISTA
- G3 WATERSTONE
- G4 TIMBERCREEK
- G5 HIGHLANDS MEADOWS
- G6 LAKEVIEW SUMMIT
- G7 MEADOW CREEK - MADISON
- H CLARK STREET PARK
- I DALTON RANCH PARK
- J THE PARK AT STONE CREEK
- K THE PARK AT BREEZY HILL
- L WINDMILL RIDGE PARK
- M HICKORY RIDGE PARK
- N HENRY M CHANDLER PARK
- O JEWEL PARK
- P SHIRES PARK
- Q FONTANNA PARK
- R EMERALD BAY PARK
- S THE PARK AT FOX CHASE
- T NORTHSIDE PARK
- U SH 48 BOAT RAMP PARK
- V SOUARIABLE CREEK MOUNTAIN BIKE TRAIL
- W THE HARBOR
- X LEON TUTTLE ATHLETIC COMPLEX
- Y YELLOW JACKET PARK

SCHOOLS

- A ROCHELL ELEM
- B HAYS ELEM
- C JONES ELEM
- D HARTMAN ELEM
- E HERITAGE CHRISTIAN ACADEMY
- F UTLEY MIDDLE
- G DOBBS ELEM
- H WILLIAMS MIDDLE
- I WILLIAMS ELEM
- J SPRINGER ELEM
- K ROCKWALL HIGH
- L QUEST ACADEMY / ADMIN
- M SHANNON ELEM
- N REINHARDT ELEM
- O CHAIN MIDDLE (HEATH)
- P PULLEN ELEM (HEATH)

LANDMARKS

- 1 TEXAS DPS
- 2 RESC OFFICE
- 3 ANIMAL SHELTER & GUN RANGE
- 4 OLGA WILLIAMS JUSTICE CENTER
- 5 ROCKWALL CO COURTHOUSE
- 6 ROCKWALL CO JPPRISAL DISTRICT
- 7 THE CENTER
- 8 PARKS & RECREATION
- 9 COMMUNITY CENTER
- 10 ROCKWALL CO MAINTENANCE
- 11 CITY HALL
- 12 CITY SERVICE CENTER
- 13 FOOTBALL STADIUM - ACADATICS
- 14 LIBRARY
- 15 HISTORIC COURTHOUSE
- 16 ROCKWALL MUNICIPAL COURTS
- 17 PUBLIC BOAT RAMP
- 18 CITY CEMETERY
- 19 ROCKWALL CO ANNEX
- 20 RALPH HALL MUNICIPAL AIRPORT
- 21 ROCKWALL CO ANNEX
- 22 POLICE COMMUNITY CENTER

FIRE STATIONS

- 1 305 BOYSTUN AV
- 2 ROCKWALL HWY
- 3 1915 S GUALD ST
- 4 2915 S GUALD ST

ROCKWALL CO EMS STATIONS

- 1 HOSPITAL

CEMETERY

- 1 BUTLER CEMETERY
- 2 CHANDLER CEMETERY
- 3 CLARK CEMETERY
- 4 COLORED BURIAL CLUB CEMETERY
- 5 GLEN HILLS CEMETERY
- 6 PARKER CEMETERY
- 7 LAWYER CEMETERY
- 8 REST HAVEN MEMORIAL PARK
- 9 ROCKWALL MEMORIAL CEMETERY
- 10 WADE MCCOUSKEY CEMETERY
- 11 GARDENHIRE CEMETERY

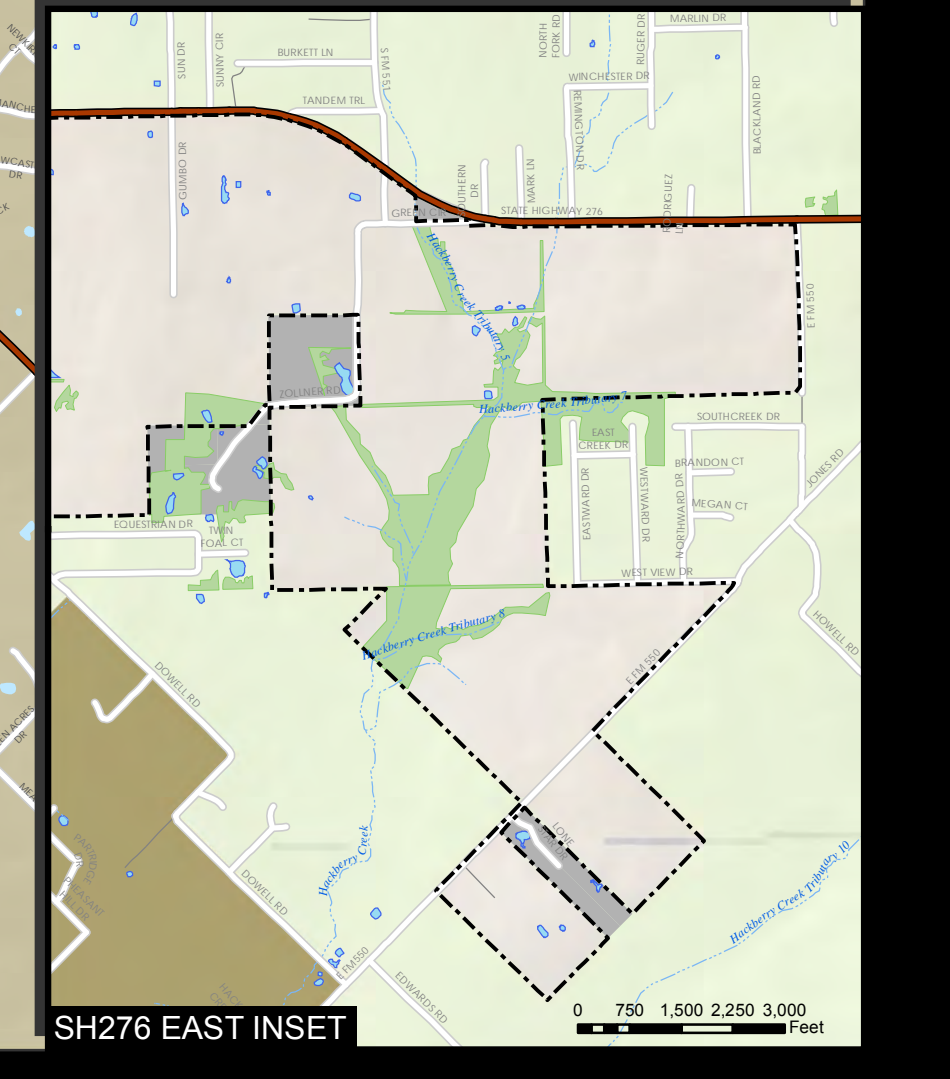
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 Feet
 Miles

CITY OF ROCKWALL GEOGRAPHIC INFORMATION SYSTEMS
 MAP UPDATED: JANUARY 13, 2016
 COORDINATE SYSTEM: TEXAS STATE PLANE, NORTH CENTRAL ZONE
 HORIZONTAL DATUM: NAD 83 UNITS: US SURVEY FEET

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 385 S. GUALD ST
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VIII. SUMMARY

Based on all the input received from the focus group input, public meetings, City Staff and professional opinion, it is apparent that the citizens of Rockwall are very satisfied and invested in the existing park system. The City of Rockwall has made significant progress in the parks system with the addition of new parks, renovations of existing parks, planning and design of future parks and the continual development of the overall trail system. In addition, the city has continually maintained the existing park system at a high level. It is imperative to continue this high level of maintenance as the city acquires and develops additional park land.

The main objectives of this updated plan are to:

- Develop Lakeside Park in northwest Rockwall
- Acquire and develop a tournament quality sports complex
- Continue to acquire and develop land as it becomes available
- Focus on the preservation of natural open spaces
- Continue to renovate and upgrade existing parks
- Acquire and develop Neighborhood Parks throughout the city
- Continue to develop multi-use and nature trails that create a larger trail network to connect residential areas with commercial areas, parks and schools.

This master plan update is to be utilized as a guideline which should be reviewed annually and updated every five years to reflect the unique recreational needs of the changing population and demographics of the city. The city should take advantage of any unforeseen opportunities not identified in the plan that may arise, such as donations of land and/or facilities as long as the actions meet the intent of the goals, objectives and recommendations of this plan

The proposed improvements contained in this plan will enhance the quality of life throughout the entire community. The resulting benefits include tourism potential, economic value, increasing property values, civic pride and most importantly, an increased quality of life for the residents of the City of Rockwall.



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CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council
DATE: December 16, 2019
APPLICANT: Chase Finch; *Corwin Engineering, Inc.*
CASE NUMBER: P2019-045; *Final Plat for Stone Creek, Phase X*

SUMMARY

Discuss and consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of John Arnold of BH Phase 10, LTD for the approval of a final plat for Stone Creek, Phase X containing 118 single-family residential lots on a 36.428-acre tract of land identified as a portion of Tract 3 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 70 (PD-70) for Single Family-10 (SF-10) District land uses, located at the southwest corner of John King Boulevard and Featherstone Drive, and take any action necessary.

PLAT INFORMATION

- The applicant is requesting the approval of a final plat for a 36.428-acre tract of land identified as a portion of Tract 3 of the S. King Survey, Abstract No. 131. The purpose of the final plat is to establish 118 single-family residential lots as part of the Stone Creek Subdivision. It should be noted this is the final phase of the Stone Creek Subdivision, which upon completion will consist of a total of 886 single-family lots (*i.e. 32 lots less than the maximum permitted by Planned Development District 70 [PD-70]0*).
- The proposed final plat conforms to the approved Preliminary Plat (*i.e. P2007-021*) and Master Plat (*i.e. P2007-017*) approved in conformance with Planned Development District (PD-70).
- The subject property was annexed into the City with the remainder of the Stone Creek Subdivision, which was annexed by four (4) different ordinances: [1] *Ordinance No. 61-01* on February 6, 1961, [2] *Ordinance No. 61-02* on February 6, 1961, [3] *Ordinance No. 86-37* on May 19, 1986, and [4] *Ordinance No. 98-10* on March 16, 1998.
- On April 2, 2007, the City Council approved *Ordinance No. 07-13 [Case No. Z2007-006 and the development agreements]* establishing *Planned Development District 70 (PD-70)* for Single-Family 10 (SF-10) District and General Retail (GR) District land uses. *Planned Development District 70 (PD-70)* would later be amended three (3) times [*i.e. Ordinance No.'s 09-44, 11-35, & 19-41*], two (2) of which increased the amount of land zoned for General Retail (GR) District land uses, and the third to redefine the number of hard-edged ponds required within the residential subdivision.
- On December 3, 2019, the Parks and Recreation Board reviewed the final plat and made the following recommendations:
 - (1) The developer shall pay pro-rata equipment fees of \$83,898.00 (*i.e. \$711.00 x 118 lots*) to be paid at the time of final plat.
 - (2) The developer shall install a 10-foot wide curvilinear trail along John King Boulevard right-of-way with landscaping, and connecting to the existing trail system.

- ☑ The surveyor has completed the majority of the technical revisions requested by staff, and this plat - *conforming to the requirements for final plats as stipulated by the Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☑ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- ☑ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

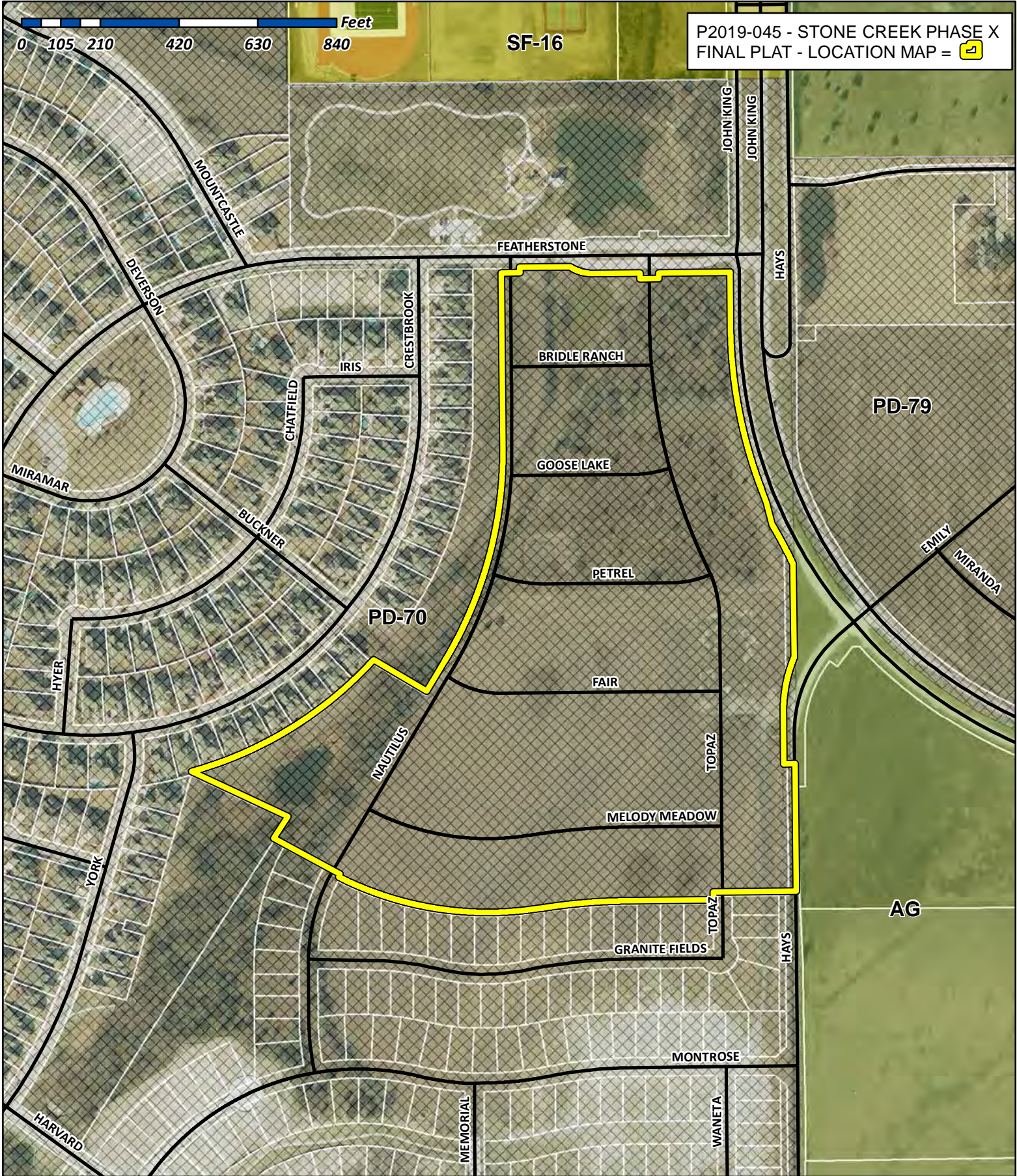
CONDITIONS OF APPROVAL

If the City Council chooses to approve the final plat for *Phase X of the Stone Creek Subdivision*, staff would propose the following conditions of approval:

- (1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat;
- (2) That the pro-rata equipment fees shall be paid prior to filing the final plat. These fees are subject to change from the time of approval by the Parks and Recreations Board at their December 3, 2019 meeting;
- (3) The developer shall be responsible for constructing a ten (10) foot curvilinear trail along the right-of-way of John King Boulevard, and provide the required landscaping as stipulated by the SH-205 By-Pass Overlay (SH-205 BY-OV) District; and,
- (4) 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 December 10, 2019, the Planning and Zoning Commission's motion to recommend approval of the final plat passed by a vote of 6-0, with Commission Moeller absent.



City of Rockwall

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

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



FINAL PLAT
OF

STONE CREEK PHASE X

TOTAL LOTS 118 TOTAL ACRES 36.428

OUT OF THE
S. KING SURVEY, ABSTRACT NO. 131
W.T. DeWEESE SURVEY, ABSTRACT NO. 71
IN THE

CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS

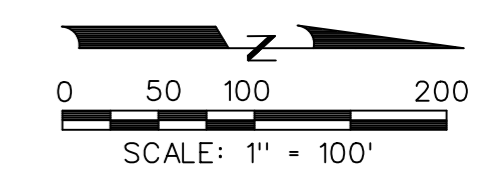
OWNER
STONE CREEK PHASE 10, LTD.
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TEXAS 75225
214-522-4945

PREPARED BY
CORWIN ENGINEERING, INC.
TBPLS #10031700
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200

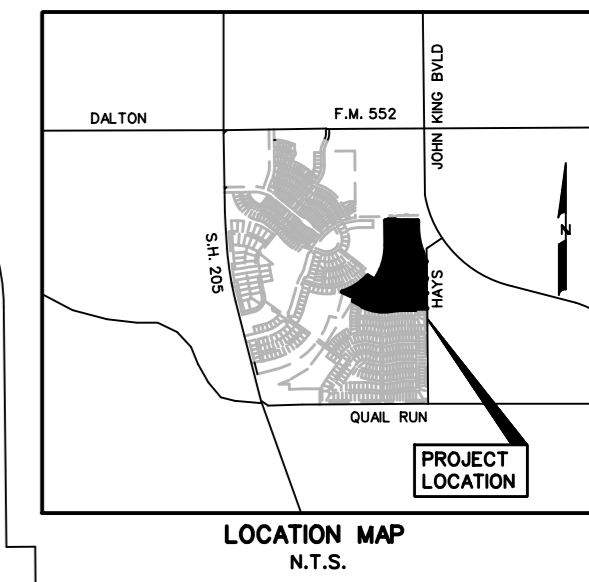
JULY 2019 SCALE 1" = 100'

CASE NO. P2019-045

SHEET 1 OF 3



CITY OF ROCKWALL GRID SYSTEM COORDINATES	
X	Y
2565184.44	7036089.48
ELEV = 514.0	



NOTES

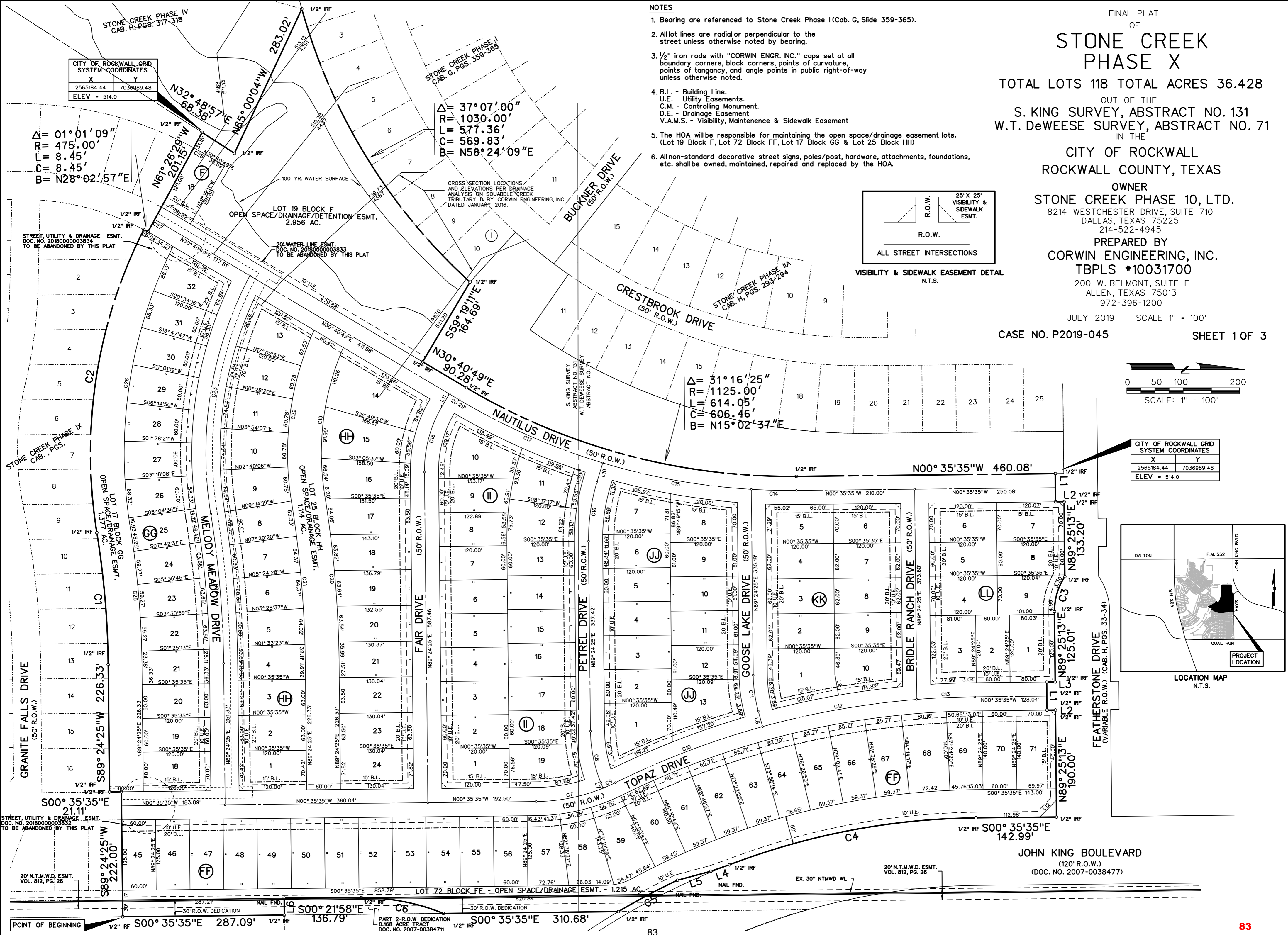
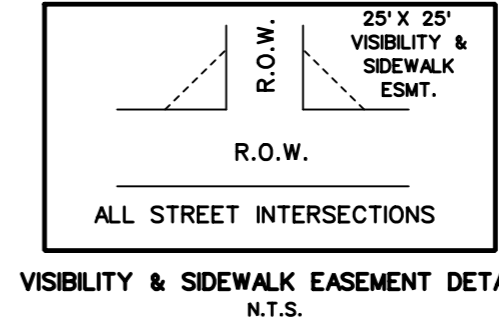
- Bearing are referenced to Stone Creek Phase I (Cab. G, Slide 359-365).
- All lot lines are radial or perpendicular to the street unless otherwise noted by bearing.
- 1/2" iron rods with "CORWIN ENGR. INC." caps set at all boundary corners, block corners, points of curvature, points of tangency, and angle points in public right-of-way unless otherwise noted.
- B.L. - Building Line.
U.E. - Utility Easements.
C.M. - Controlling Monument.
D.E. - Drainage Easement
V.A.M.S. - Visibility, Maintenance & Sidewalk Easement
- The HOA will be responsible for maintaining the open space/drainage easement lots. (Lot 19 Block F, Lot 72 Block FF, Lot 17 Block GG & Lot 25 Block HH)
- All non-standard decorative street signs, poles/post, hardware, attachments, foundations, etc. shall be owned, maintained, repaired and replaced by the HOA.

CITY OF ROCKWALL GRID SYSTEM COORDINATES	
X	Y
2565184.44	7036089.48
ELEV = 514.0	

Δ = 01° 01' 09"
R = 475.00'
L = 8.45'
C = 8.45'
B = N28° 02' 57" E

Δ = 37° 07' 00"
R = 1030.00'
L = 577.36'
C = 569.83'
B = N58° 24' 09" E

Δ = 31° 16' 25"
R = 1125.00'
L = 614.05'
C = 606.46'
B = N15° 02' 37" E



STREET, UTILITY & DRAINAGE ESMT.
DOC. NO. 2018000003832
TO BE ABANDONED BY THIS PLAT

POINT OF BEGINNING

S00° 35' 35" E 287.09' 1/2" IRF
S00° 21' 58" E 136.79' 1/2" IRF
S00° 35' 35" E 310.68' 1/2" IRF

20' N.T.M.W.D. ESMT.
VOL. 812, PG. 26

20' N.T.M.W.D. ESMT.
VOL. 812, PG. 26

OWNER'S CERTIFICATE

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

We the undersigned owners of the land shown on this plat, and designated herein as the STONE CREEK PHASE X, 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 STONE CREEK PHASE X, subdivision have been notified and signed this plat.

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

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
6. The detention drainage system is to be maintained, repaired and owned by the subdivision. Property owner shall be responsible for maintaining, repairing, and replacing all systems within the drainage and detention easements.
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 prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or

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

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

Stone Creek Phase 10, Ltd.
an Texas limited partnership
By: Stone Creek Phase 10 GP Corporation,
a Texas corporation, its General Partner

John Arnold
Director

STATE OF TEXAS
COUNTY OF DALLAS
Before me, the undersigned authority, on this day personally appeared JOHN ARNOLD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated. Given upon my hand and seal of office this _____ day of _____, 2019.

Notary Public in and for the State of Texas My Commission Expires: _____

NOTE: It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any 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.

Planning & Zoning Commission _____ Date _____

APPROVED

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

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

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

Mayor, City of Rockwall City Secretary City Engineer

LINE TABLE

LINE NO.	BEARING	DISTANCE
1.	N 89°25'13" E	50.00'
2.	N 00°35'35" W	15.00'
3.	S 00°35'35" E	15.00'
4.	S 19°17'03" E	34.76'
5.	S 15°03'48" E	61.67'
6.	N 89°38'02" E	30.11'
7.	N 67°57'38" E	10.99'
8.	N 74°35'09" E	28.68'
9.	S 80°07'39" W	37.73'
10.	N 73°13'30" W	36.04'
11.	N 59°19'11" W	25.00'
12.	S 45°35'11" E	42.44'

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING
1.	08°38'43"	1560.00'	235.39'	235.16'	S85°05'03"W
2.	36°03'38"	880.00'	553.85'	544.75'	N81°12'30"W
3.	34°10'49"	110.00'	65.62'	64.65'	S73°29'23"E
4.	20°22'32"	1260.00'	448.08'	445.72'	S10°46'51"E
5.	05°21'14"	1271.00'	118.77'	118.72'	S27°58'51"E
6.	22°31'28"	380.00'	149.39'	148.43'	S10°53'46"W
7.	21°26'47"	325.00'	121.65'	120.94'	N11°18'59"W
8.	21°26'47"	250.00'	93.58'	93.03'	S78°41'01"W
9.	04°14'57"	325.00'	24.10'	24.10'	N24°09'51"W
10.	10°52'59"	1475.00'	279.95'	279.53'	N20°51'05"W
11.	14°49'15"	250.00'	64.67'	64.49'	S81°59'47"W
12.	10°49'06"	1475.00'	278.50'	278.09'	N10°00'18"W
13.	04°00'09"	1475.00'	103.04'	103.02'	N02°35'40"W
14.	03°59'21"	1150.00'	80.07'	80.05'	N01°24'05"E
15.	13°22'44"	1150.00'	268.53'	267.92'	N10°05'08"E
16.	17°22'05"	350.00'	106.10'	105.69'	N81°54'33"W
17.	13°54'19"	1150.00'	279.10'	278.41'	S23°43'40"W
18.	31°16'25"	225.00'	122.81'	121.29'	N74°57'23"W
19.	32°46'07"	470.00'	268.80'	265.15'	S82°51'15"E
20.	08°38'43"	1970.00'	297.25'	296.97'	N85°05'03"E
21.	08°38'43"	1910.00'	288.20'	287.93'	S85°05'03"W
22.	33°34'54"	530.00'	310.64'	306.21'	N82°26'52"W
23.	37°04'26"	675.00'	436.77'	429.19'	N80°42'05"W
24.	08°38'43"	1765.00'	266.32'	266.07'	S85°05'03"W
25.	08°38'43"	1620.00'	244.44'	244.21'	S85°05'03"W
26.	35°49'40"	820.00'	512.76'	504.44'	N81°19'29"W
27.	02°07'18"	500.00'	18.52'	18.51'	S29°37'10"W
28.	02°07'18"	645.00'	23.88'	23.88'	N29°37'10"E

FINAL PLAT
OF
**STONE CREEK
PHASE X**

TOTAL LOTS 118 TOTAL ACRES 36.428

OUT OF THE
S. KING SURVEY, ABSTRACT NO. 131
W.T. DeWEESE SURVEY, ABSTRACT NO. 71

IN THE
CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS

OWNER
STONE CREEK PHASE 10, LTD.

8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TEXAS 75225
214-522-4945

PREPARED BY
CORWIN ENGINEERING, INC.
TBPLS #10031700

200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200

JULY 2019

LEGAL DESCRIPTION

BEING, a tract of land situated in the W.T. DeWeese Survey, Abstract No. 71 and the S. King Survey, Abstract No. 131 in the City of Rockwall, Rockwall County, Texas, being part of a tract of land as described in Stone Creek Balance LTD., Clerks File No. 2007-00375394 and Stone Creek SF, LTD., Clerks File No. 2007-00375398 in said Deed Records, and being more particularly described as follows:

BEGINNING, at a 1/2 inch iron rod found at the northeast corner of Stone Creek Phase IX, an addition to the City of Rockwall, as described in Cab_Pg_in the Plat Records of Rockwall County, Texas, and being in Hays Road;

THENCE, South 89°24'25" West, along the north line of said Stone Creek Phase IX, for a distance of 222.00 feet, to a 1/2 inch iron rod found;

THENCE, South 00°35'35" East, continuing along said north line, for a distance of 21.11 feet, to a 1/2 inch iron rod found;

THENCE, South 89°24'25" West, continuing along said north line, for a distance of 226.33 feet, to a 1/2 inch iron rod found at the point of curvature of a curve to the left, having a radius of 1560.00 feet, a central angle of 08°38'43";

THENCE, continuing along said north line and with said curve to the left for an arc distance of 235.39 feet (Chord Bearing South 85°05'03" West - 235.16 feet), to a 1/2 inch iron rod found at the point of reverse curvature of a curve to the right, having a radius of 880.00 feet, a central angle of 36°03'38";

THENCE, continuing along said north line and with said curve to the right for an arc distance of 553.85 feet (Chord Bearing North 81°12'30" West - 544.75 feet), to a 1/2 inch iron rod found on a non-tangent curve to the right, having a radius of 475.00 feet, a central angle of 01°01'09";

THENCE, continuing along said north line and with said curve to the right for an arc distance of 8.45 feet (Chord Bearing North 28°02'57" East - 8.45 feet), to a 1/2 inch iron rod found;

THENCE, North 61°26'29" West, continuing along said north line, for a distance of 201.15 feet, to a 1/2 inch iron rod found in the east line of Stone Creek Phase IV, an addition to the City of Rockwall, as described in Cab. H, Pgs. 317-318, in said Plat Records and being the northwest corner of said Stone Creek Phase IX;

THENCE, North 32°48'57" East, along the east line of said Stone Creek Phase IV, for a distance of 68.38 feet, to a 1/2 inch rod found at the most easterly northeast corner of said Stone Creek Phase IV;

THENCE, North 65°00'04" West, along the north line of said Stone Creek Phase IV, for a distance of 283.02 feet, to a 1/2 inch iron rod found, being in a south line of Stone Creek Phase I, an addition to the City of Rockwall, as described in Cabinet G, Pages 359-365 in said Plat Records, being on a non-tangent curve to the left, having a radius of 1030.00 feet, a central angle of 37°07'00";

THENCE, departing the north line of said Stone Creek Phase IV and along the south line of said Stone Creek Phase I and with said curve to the left for an arc distance of 577.36 feet (Chord Bearing North 58°24'09" East - 569.83 feet), to a 1/2 inch iron rod found, being the southeast corner of Lot 10 Block I out of said Stone Creek Phase I, same being the south line of Stone Creek Phase IIA, an addition to the City of Rockwall, as described in Cabinet H, Pages 293-294 in said Plat Records;

THENCE, South 59°19'11" East, departing the south line of said Stone Creek Phase I and along the south line of said Stone Creek Phase IIA, for a distance of 164.69 feet, to a 1/2 inch iron rod found being the southwest corner of said Stone Creek Phase IIA;

THENCE, North 30°40'49" East, along the east line of said Stone Creek Phase IIA, for a distance of 90.28 feet, to a 1/2 inch iron rod found being the point of curvature of a curve to the left, having a radius of 1125.00 feet, a central angle of 24°31'11";

THENCE, continuing along said east line and with said curve to the left for an arc distance of 481.44 feet (Chord Bearing North 11°40'00" East 477.78 feet), to a 1/2 inch iron rod found at the point of tangency;

THENCE, North 00°35'35" West, continuing along said east line, for a distance of 460.08 feet, to a 1/2 inch iron rod found being in the south line of Featherstone Drive, an addition to the City of Rockwall, as described in Cab. H, Pgs. 33-34, in said Plat Records;

THENCE, North 89°25'13" East, departing said east line and with said south line, for a distance of 50.00 feet, to a 1/2 inch iron rod found;

THENCE, North 00°35'35" West, continuing along said south line, for a distance of 15.00 feet, to a 1/2 inch iron rod found;

THENCE, North 89°25'13" East, continuing along said south line, for a distance of 133.20 feet, to a 1/2 inch iron rod found, being on a curve to the left, having a radius of 110.00 feet, a central angle of 34°10'49";

THENCE, continuing along said south line and with said curve to the left for an arc distance of 65.62 feet (Chord Bearing South 73°29'23" East - 64.65 feet), to a 1/2 inch iron rod found, being the point of tangency;

THENCE, North 89°25'13" East, continuing along said south line, for a distance of 125.01 feet, to a 1/2 inch iron rod found;

THENCE, South 00°35'35" East, continuing along said south line, for a distance of 15.00 feet, to a 1/2 inch iron rod found;

THENCE, North 89°25'13" East, continuing along said south line, for a distance of 50.00 feet, to a 1/2 inch iron rod found;

THENCE, North 00°35'35" West, continuing along said south line, for a distance of 15.00 feet, to a 1/2 inch iron rod found;

THENCE, North 89°25'13" East, continuing along said south line, for a distance of 190.00 feet, to a 1/2 inch iron rod found at the most easterly southeast corner of said Featherstone Drive and being in the west line of John King Boulevard (120' R.O.W.), as described in Doc. No. 2007-0038477 in said Deed Records;

THENCE, South 00°35'35" East, along the west line of said John King Boulevard, for a distance of 142.99 feet, to a 1/2 inch iron rod found being the point of curvature of a curve to the left, having a radius of 1260.00 feet, a central angle of 20°22'32";

THENCE, continuing along said west line and with said curve to the left for an arc distance of 448.08 feet (Chord Bearing South 10°46'51" East - 445.72 feet), to a 1/2 inch iron rod found;

THENCE, South 19°17'03" East, continuing along said west line, for a distance of 34.76 feet, to a nail found;

THENCE, South 15°03'48" East, continuing along said west line, for a distance of 61.67 feet, to a nail found on a non-tangent curve to the left, having a radius of 1271.00 feet, a central angle of 05°21'14";

THENCE, continuing along said west line and with said curve to the left for an arc distance of 118.77 feet (Chord Bearing South 27°58'51" East - 118.72 feet), to a nail found in the east line of said Stone Creek Balance, being in said Hays Road;

THENCE, South 00°35'35" East, departing said west line and along the east line of said Stone Creek Balance and with said Hays Road, for a distance of 191.20 feet, to a 1/2 inch iron rod found at the most northerly corner of Part 2, R.O.W. Dedication, as described in Doc. No. 2007-00384711, in said Deed Records being on a curve to the left, having a radius of 380.00 feet, a central angle of 22°31'28"; THENCE, South 89°24'25" West, along the north line of said Stone Creek Phase IX, for a distance of 222.00 feet, to a 1/2 inch iron rod found;

THENCE, departing the east line of said Stone Creek Balance Tract and continuing along Hays Road with the west line of said Part 2 tract and along said curve to the left having an arc distance of 149.39 feet (Chord Bearing South 10°53'46" West 148.43 feet), to a 1/2 inch iron rod found;

THENCE, South 00°21'58" East, continuing along said lines, for a distance of 136.79 feet, to a nail found at the southwest corner of said Part 2 tract;

THENCE, North 89°38'02" East, along the south line of said Part 2 tract, for a distance of 30.11 feet, to a 1/2 inch iron rod found at the southeast corner of said Part 2 tract, being in east line of said Stone Creek Balance tract and said Hays Road;

THENCE, South 00°35'35" East, along the east line of said Stone Creek Balance tract and with Hays Road, for a distance of 339.01 feet, to the POINT OF BEGINNING and containing 36.428 acres of land.

SURVEYOR CERTIFICATE

I, WARREN L. CORWIN, do hereby certify that the plat shown hereon accurately represents the results of an on-the-ground survey made under my direction and supervision and all corners are as shown thereon and there are no encroachments, conflicts, protrusions or visible utilities on the ground except as shown and said plat has been prepared in accordance with the platting rules and regulations of the City Plan Commission of the City of Rockwall, Texas.

DATED the this _____ day of _____, 2019.

WARREN L. CORWIN
R.P.L.S. No. 4621

FINAL PLAT
OF
**STONE CREEK
PHASE X**
TOTAL LOTS 118 TOTAL ACRES 36.428
OUT OF THE
S. KING SURVEY, ABSTRACT NO. 131
W.T. DeWEESE SURVEY, ABSTRACT NO. 71
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200 W. BELMONT, SUITE E
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972-396-1200
JULY 2019

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CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

DATE: December 16, 2019

APPLICANT: Chase Finch; *Corwin Engineering, Inc.*

CASE NUMBER: P2019-046; *Breezy Hill, Phase XI*

SUMMARY

Discuss and consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of John Arnold of BH Phase 11, LTD for the approval of a final plat for the Breezy Hill, Phase XI containing 78 single-family lots on a 23.849-acre tract of land identified as a portion of Tract 7 and all of Tract 7-06 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 74 (PD-74) for Single-Family 10 (SF-10) District land uses, generally located adjacent to Breezy Hill Road north of the intersection of Breezy Hill Road and FM-552, and take any action necessary.

PLAT INFORMATION

- The Breezy Hill Subdivision is a master planned community that will provide approximately 405-acres of residential and commercial development. The residential subdivision will be composed of 750 single-family lots on 371.45-acres of land, and be broken down per the lot mix indicated in Planned Development District 74 (PD-74). The lot mix in this Planned Development District is as follows.

<i>Lot Types</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>
<i>Typical Lot Frontage (Feet)</i>	60'	70'	80'	100'	60'	100'	70'
<i>Typical Lot Depth (Feet)</i>	120'	120'	125'	200'	110'	180'	120'
<i>Minimum Lot Size (Sq. Ft.)</i>	7,200 SF	8,400 SF	10,000 SF	20,000 SF	7,200 SF	18,000 SF	8,400 SF
<i>Number of Units</i>	164	131	137	140	40	44	94
<i>Dwelling Unit %</i>	21.86%	17.46%	18.27%	18.67%	5.34%	5.87%	12.53%

- The applicant is requesting to *final plat* Phase XI of the Breezy Hill Subdivision for the purpose of laying out 78 lots on a ~23.849-acre portion of the 371.45-acre subdivision. The 78 proposed lots will be constructed to the *Type 'G'* standards (*all standards are displayed in the table above*).
- On December 3, 2019 the Parks and Recreation Board reviewed the *final plat* and made a recommendation to approve the plat with the following conditions:
 - The developer is to pay the pro-rata equipment fees required in the amount of \$19,890 [*i.e.* 78 Lots @ \$255.00 Per Lot].
- The surveyor has completed the majority of the technical revisions requested by staff, and this plat - *conforming to the requirements for final plats as stipulated by the Subdivision Ordinance in the*

Municipal Code of Ordinances -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.

- ☑ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- ☑ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

CONDITIONS OF APPROVAL

If the Planning and Zoning Commission chooses to recommend approval of the final plat for *Breezy Hill, Phase XI*, staff would propose the following conditions of approval:

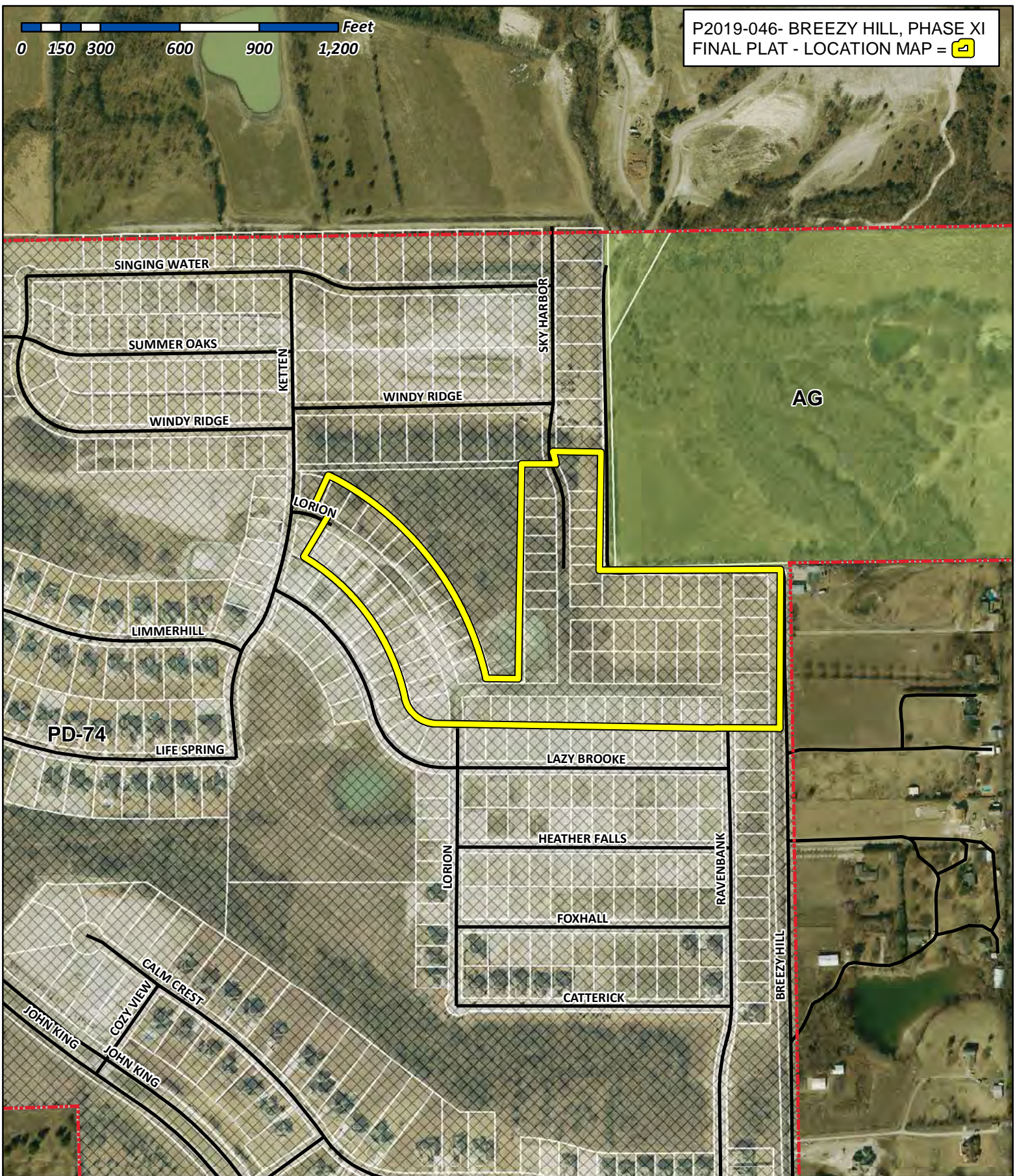
- (1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat;
- (2) The development shall adhere to the recommendations of the Parks and Recreation Board;
- (3) Any construction resulting from the approval of this plat shall conform 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 December 10, 2019, the Planning and Zoning Commission approved a motion to recommend approval of the final plat by a vote of 6-0, with Commission Moeller absent.



P2019-046- BREEZY HILL, PHASE XI
FINAL PLAT - LOCATION MAP =

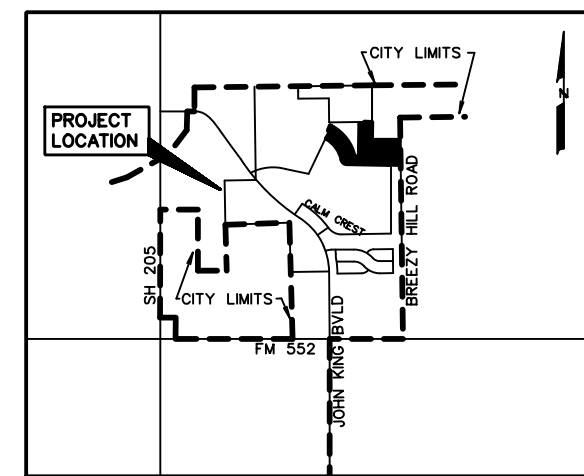


City of Rockwall

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

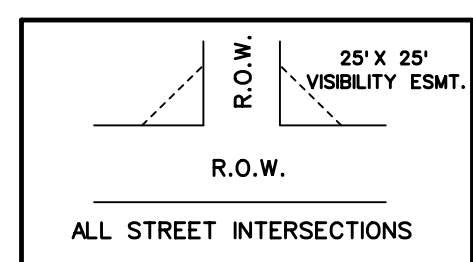
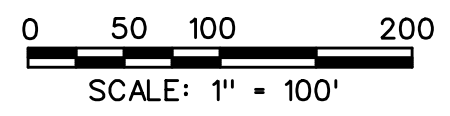
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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





CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING
1.	12°08'07"	275.00'	58.25'	58.14'	N05°06'58"W
2.	00°59'43"	991.00'	17.21'	17.21'	N11°40'53"W
3.	13°07'50"	295.00'	67.61'	67.46'	S84°23'11"W
4.	46°53'50"	991.00'	811.14'	788.69'	N35°37'39"W
5.	01°19'11"	1025.00'	23.61'	23.61'	N00°17'31"E
6.	00°14'22"	1025.00'	4.28'	4.28'	N00°29'16"W
7.	01°33'49"	1025.00'	27.97'	27.97'	N00°10'28"E
8.	27°01'36"	250.00'	118.36'	117.26'	N12°36'25"W
9.	08°03'59"	250.00'	35.20'	35.17'	N22°08'14"W
10.	17°32'14"	50.00'	157.48'	100.00'	S44°23'24"E
11.	63°13'48"	320.00'	353.14'	335.49'	N31°19'31"W
12.	24°13'20"	380.00'	160.65'	159.45'	N36°36'19"W
13.	40°20'34"	300.00'	211.23'	206.90'	S40°55'16"E



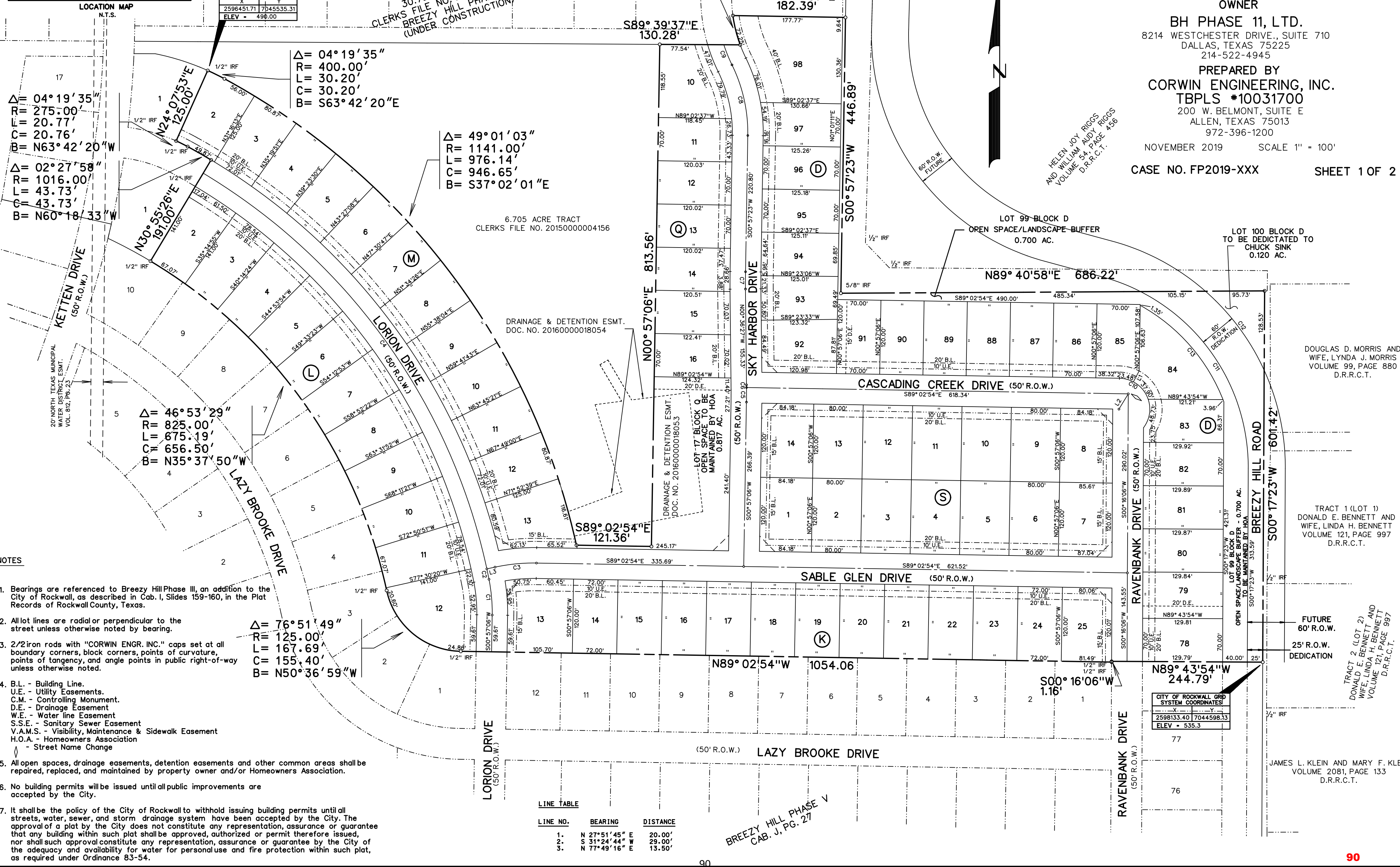
FINAL PLAT
OF
BREEZY HILL PHASE XI
78 LOTS, BEING 23.849 ACRES
OUT OF THE
J. STRICKLAND SURVEY, ABSTRACT NO. 187
IN THE
CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS

OWNER
BH PHASE 11, LTD.
8214 WESTCHESTER DRIVE., SUITE 710
DALLAS, TEXAS 75225
214-522-4945

PREPARED BY
CORWIN ENGINEERING, INC.
TBPLS #10031700
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200

NOVEMBER 2019 SCALE 1" = 100'

CASE NO. FP2019-XXX SHEET 1 OF 2



- NOTES**
- Bearings are referenced to Breezy Hill Phase III, an addition to the City of Rockwall, as described in Cab. I, Slides 159-160, in the Plat Records of Rockwall County, Texas.
 - All lot lines are radial or perpendicular to the street unless otherwise noted by bearing.
 - 2/2" iron rods with "CORWIN ENGR. INC." caps set at all boundary corners, block corners, points of curvature, points of tangency, and angle points in public right-of-way unless otherwise noted.
 - B.L. - Building Line
U.E. - Utility Easements
C.M. - Controlling Monument
D.E. - Drainage Easement
W.E. - Water Line Easement
S.S.E. - Sanitary Sewer Easement
V.A.M.S. - Visibility, Maintenance & Sidewalk Easement
H.O.A. - Homeowners Association
- Street Name Change
 - All open spaces, drainage easements, detention easements and other common areas shall be repaired, replaced, and maintained by property owner and/or Homeowners Association.
 - No building permits will be issued until all public improvements are accepted by the City.
 - It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer, and storm drainage system 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.

LINE TABLE

LINE NO.	BEARING	DISTANCE
1.	N 27°51'45" E	20.00'
2.	S 31°24'44" W	29.00'
3.	N 77°49'16" E	13.50'

CITY OF ROCKWALL GRID SYSTEM COORDINATES

X	Y
2598133.40	7044598.13
ELEV = 535.3	

TRACT 2 (LOT 2)
DONALD E. BENNETT AND WIFE, LINDA H. BENNETT
VOLUME 121, PAGE 997
D.R.R.C.T.

TRACT 1 (LOT 1)
DONALD E. BENNETT AND WIFE, LINDA H. BENNETT
VOLUME 121, PAGE 997
D.R.R.C.T.

JAMES L. KLEIN AND MARY F. KLEIN
VOLUME 2081, PAGE 133
D.R.R.C.T.

LEGAL DESCRIPTION

BEING, a tract of land situated in the J. Strickland Survey, Abstract No. 187 in the City of Rockwall, Rockwall County, Texas, being out of a 39.298 acre tract, as described in Clerks File No. 20130000498882 in the Deed Records of Rockwall County, Texas and being all of a 2.944 acre tract, as described in Clerks File No. 20180000010717 and being more particularly described as follows:

BEGINNING, at a 1/2 inch iron rod found at the northeast corner of Breezy HillPhase V, as addition to the City of Rockwall, as described in a Cab. J, Pg. 27 in the Plat Records of Rockwall County, Texas and being in the east line of said 39.298 acre tract same being in Breezy HillRoad (Variable R.O.W.):

THENCE, North 89° 43'54" West, along the north line of said Breezy HillPhase V, for a distance of 244.79 feet, to a 1/2 inch iron rod found;

THENCE, South 00° 16'06" West, continuing along said north line, for a distance of 1.16 feet, to a 1/2 inch iron rod found;

THENCE, North 89° 02'54" West, continuing along said north line, for a distance of 1054.06 feet, to a 1/2 inch iron rod found at the point of curvature of a curve to the right, having a radius of 125.00 feet, a central angle of 76° 51'49";

THENCE, continuing along said north line and with said curve to the right for an arc distance of 167.69 feet (Chord Bearing North 50° 36'59" West 155.40 feet), to a 1/2 inch iron rod found at the point of reverse curvature of a curve to the left, having a radius of 825.00 feet, a central angle of 46° 53'29";

THENCE, continuing along said north line and said with curve to the left for an arc distance of 675.19 feet (Chord Bearing North 35° 37'50" West 656.50 feet), to a 1/2 inch iron rod found at the most southerly southeast corner of Breezy HillPhase VI, an addition to the City of Rockwall, as described in Cab. J Pg. 291 in said Plat Records;

THENCE, North 30° 55'26" East, departing said north line and along the east line of said Breezy HillPhase VI, for a distance of 191.00 feet, to a 1/2 inch iron rod found on a curve to the left, having a radius of 1016.00 feet, a central angle of 02° 27'58";

THENCE, continuing along said east line and with curve to the left for an arc distance of 43.73 feet (Chord Bearing North 60° 18'33" West 43.73 feet), to a 1/2 inch iron rod found at the point of compound curvature of a curve to the left, having a radius of 275.00 feet, a central angle of 04° 19'35";

THENCE, continuing along said east line and with said curve to the left for an arc distance of 20.77 feet (Chord Bearing North 63° 42'20" West 20.76 feet), to a 1/2 inch iron rod found;

THENCE, North 24° 07'53" East, continuing along said east line, for a distance of 125.00 feet, to a 1/2 inch iron rod found in the east line of a 6.705 acre tract, as described in Clerks File No. 20150000004156 in said Deed Records and being in the north line of said 39.298 acre tract being on a curve to the right, having a radius 400.00 feet, a central angle of 04° 19'35";

THENCE, along the south line of said 6.705 acre tract and north line of said 39.298 acre tract with said curve to the right for an arc distance of 30.20 feet (Chord Bearing South 63° 42'20" East 30.20 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of compound curvature of a curve to the right, having a radius of 1141.00 feet, a central angle of 49° 01'03";

THENCE, continuing along said lines and with said curve to the right for an arc distance of 976.14 feet (Chord Bearing South 37° 02'01" East 946.65 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the most southerly southwest corner of said 6.705 acre tract;

THENCE, South 89° 02'54" East, continuing along said lines, for an arc distance of 121.36 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the most southerly southeast corner of said 6.705 acre tract and being an interior ell corner of said 39.298 acre tract;

THENCE, North 00° 57'06" East, along the east line of said 6.705 acre tract and a west line of said 39.298 acre tract, at 390.00 feet, passing the southwest corner of said 2.944 acre tract and a northwest corner of said 39.298 acre tract, continuing for a total distance of 813.56 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the northeast corner of said 6.705 acre tract and being in the south line of a 30.728 acre tract, as described Clerks File No. 20170000023682, in said Deed Records same being the northwest corner of said 2.944 acre tract;

THENCE, South 89° 39'37" East, along the south line of said 30.728 acre tract and the north line of said 2.944 acre tract, for a distance of 130.28 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a non-tangent curve to the right, having a radius of 225.00 feet, a central angle of 12° 28'10";

THENCE, continuing along said north and south lines and with said curve to the right for an arc distance of 48.97 feet (Chord Bearing North 14° 00'23" West 48.87 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 89° 02'37" East, continuing along said lines, for a distance of 182.39 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the northeast corner of said 2.944 acre tract and being an ell corner of said 30.728 acre tract being in the west line of a 2.64 acre tract, as described in Vol. 4341, Pg. 2426, in the Deed Records of Collin County, Texas;

THENCE, South 00° 57'23" West, along east line of said 2.944 acre tract, at 430.02 feet, passing the southeast corner of said 2.944 acre tract and an ell corner of said 39.298 acre tract and continuing with the west line of said 2.64 acre tract, for a total distance of 446.89 feet, to a 5/8 inch iron rod found at the southwest corner of said 2.64 acre tract;

THENCE, North 89° 40'58" East, along the south line of said 2.64 acre tract, for a distance of 686.22 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc." at the southeast corner of said 2.64 acre tract being in said Breezy HillRoad same being in the east line of said 39.298 acre tract;

THENCE, South 00° 17'23" West, along the east line of said 39.298 acre tract and Breezy Hill Road, for a distance of 601.42 feet, to the POINT OF BEGINNING and containing 23.849 acres of land.

OWNER'S CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL
We the undersigned owner"s" of the land shown on this plat, and designated herein as the BREEZY HILL PHASE XI, 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 BREEZY HILL PHASE XI, subdivision have been notified and signed this plat.

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

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

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

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

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

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

6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; 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. The Homeowners Association is responsible for maintaining all non-standard decorative signs, poles/post, hardware or other non standard items. The City of Rockwall has no maintenance or other responsibility related to these items. The City of Rockwall and the Homeowners Association agree the association will bear any and all maintenance cost related the said improvements. The City has the statutory authority to install and maintain Traffic Control Devices for Vehicular traffic on public Streets/Roads within the public right-of-way. This agreement in no way constitutes a change in that authority and does not constitute any delegation of that authority of the Association.

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

Breezy HillPhase 11
a Texas limited partnership
By: Breezy HillPhase 11 GP Corporation,
a Texas corporation, its General Partner

John Arnold Mortgage or Lien Interest
Director

STATE OF TEXAS
COUNTY OF DALLAS
Before me, the undersigned authority, on this day personally appeared JOHN ARNOLD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated. Given upon my hand and seal of office this _____ day of _____, 2019.

Notary Public in and for the State of Texas My Commission Expires: _____

STATE OF TEXAS
COUNTY OF DALLAS
Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated. Given upon my hand and seal of office this _____ day of _____, 2019.

Notary Public in and for the State of Texas My Commission Expires: _____

NOTE: It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any 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.

Recommended for Final Approval:

Planning & Zoning Commission Date

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

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

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

Mayor, City of Rockwall City Secretary City Engineer

SURVEYOR CERTIFICATE

I, WARREN L. CORWIN, do hereby certify that the plat shown hereon accurately represents the results of an on-the-ground survey made under my direction and supervision and all corners are as shown thereon and there are no encroachments, conflicts, protrusions or visible utilities on the ground except as shown and said plat has been prepared in accordance with the platting rules and regulations of the City Plan Commission of the City of Rockwall, Texas.

DATED the this _____ day of _____, 2019.

WARREN L. CORWIN
R.P.L.S. No. 4621

THE STATE OF TEXAS
COUNTY OF COLLIN

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

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2019.

Notary Public in and for the State of Texas

FINAL PLAT
OF
BREEZY HILL PHASE XI
78 LOTS, BEING 23.849 ACRES
OUT OF THE
J. STRICKLAND SURVEY, ABSTRACT NO. 187

IN THE
CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS

OWNER
BH PHASE 11, LTD.
8214 WESTCHESTER DRIVE., SUITE 710
DALLAS, TEXAS 75225
214-522-4945

PREPARED BY
CORWIN ENGINEERING, INC.
TBPLS #10031700
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200

NOVEMBER 2019 SCALE 1" = 100'

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CITY OF ROCKWALL
CITY COUNCIL MEMORANDUM

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

TO: Mayor and City Council
CC: Rick Crowley, *City Manager*
 Mary Smith, *Assistant City Manager*
 Joey Boyd, *Assistant City Manager*
FROM: Ryan Miller, *Director of Planning and Zoning*
DATE: December 16, 2019
SUBJECT: Z2019-025; *Amendment to Article IV, Permissible Uses, of the UDC to allow the Rental, Sales, and Service of Heavy Machinery in a Commercial (C) District*

On November 4, 2019, the City Council directed staff to amend the *Land Use Standards* contained in Article IV, *Permissible Uses*, of the Unified Development Code (UDC) to allow the *Rental, Sales, and Service of Heavy Machinery* land use with a Specific Use Permit (SUP) in a Commercial (C) District. This direction came in response to a request submitted by Scott Mommer of Lars Anderson & Associates, Inc. to amend the code to allow the *Rental, Sales and Service of Heavy Machinery* in conjunction with an existing hardware store (*i.e. Home Depot*). The proposed facility will operate as a tool rental center (*i.e. power drills, saws, electric sanders*), which is permitted by-right in a Commercial (C) District. In addition to the rental of tools, the facility will also offer the rental of heavy equipment. Currently, the Unified Development Code (UDC) only permits *Rental, Sales, and Service of Heavy Machinery* in a Heavy Commercial (HC) or Heavy Industrial (HI) District by-right and in a Light Industrial (LI) District with a Specific Use Permit (SUP). Based on the City Council's direction staff proposes to change the code as follows (with the **highlighted, italics** areas indicating the changes):

Additions: **Highlighted**
 Deletions: **Highlighted, Strikeout**

SECTION 01: LAND USE SCHEDULE
SUBSECTION 01.01: USE OF LAND AND BUILDINGS

LAND USE SCHEDULE	LAND USE DEFINITION REFERENCE [Reference Article XIII, Definitions]	CONDITIONAL USE REFERENCE [Reference Article IV, Permissible Uses]	RESIDENTIAL DISTRICTS										MIXED USE DISTRICTS	NON-RESIDENTIAL DISTRICTS				OVERLAY DISTRICTS							
			Agricultural (AG) District	Single Family Estate 1.5 (SFE-1.5) District	Single Family Estate 2.0 (SFE-2.0) District	Single Family Estate 4.0 (SFE-4.0) District	Single Family 1 (SF-1) District	Single Family 10 (SF-10) District	Single Family 18 (SF-18) District	Single Family 10 (SF-10) District	Single Family 8.4 (SF-8.4) District	Single Family 7 (SF-7) District	Zero Lot-Line (ZL-5) District	Two-Family (2F) District	Multi-Family 14 (MF-14) District	Downtown (DT) District	Residential Office (RO) District	Neighborhood Services (NS) District	General Retail (GR) District	Commercial (C) District	Heavy Commercial (HC) District	Light Industrial (LI) District	Heavy Industrial (HI) District	Scenic Overlay (SOV) District	SH-88 Overlay (SH-88) District
LAND USES																									
COMMERCIAL AND BUSINESS SERVICES LAND USES	2.02(G)	2.03(G)																							
Rental, Sales and Service of Heavy Machinery and Equipment	(10)	(5)																	S	P	S	P			

SECTION 2: CONDITIONAL LAND USE STANDARDS AND DEFINITIONS

SUBSECTION 2.03: CONDITIONAL LAND USE STANDARDS.

(G) Commercial and Business Services Land Uses.

(5) *Rental, Sales, and Service of Heavy Machinery*

- (a) In the Commercial (C) District, the *Rental, Sales, and Service of Heavy Machinery* land use is only permitted as an ancillary use to a *General Retail Store* (i.e. a business whose primary purpose is to sell finished goods) by Specific Use Permit (SUP).
- (b) All outside storage of equipment and machinery shall be visibly screened from all adjacent properties utilizing one of the screening alternatives outlined in Subsection 05.02.(A), *Loading Docks and Outside Storage Areas*, of Article VIII, *Landscape and Fence Standards*, of the Unified Development Code (UDC).
- (c) The storage area for equipment and machinery shall not occupy any required parking spaces. Excess parking spaces may be used if all other requirements are met.
- (d) The storage and/or display of equipment and machinery shall be in a stowed position so as to not extend any part of the equipment or machinery in an upward or outward manner.
- (e) The conditions above shall not be construed to permit the outside storage of equipment and machinery for outside display, and does not permit additional outside storage of other materials that are not associated with the *Rental, Sales, and Service of Heavy Machinery* land use.
- (f) Maintenance or service of any equipment and machinery shall not be performed on-site.

In accordance, with Section 2.04 of Article XI, *Development Applications and Review Procedures*, of the UDC staff brought the proposed text amendment forward to the Planning and Zoning Commission for a recommendation to the City Council. On December 10, 2019, the Planning and Zoning Commission approved a recommendation to recommend approval of the amendment by a vote of 6-0, with Commissioner Moeller absent. The approval of the proposed amendment is a discretionary decision for the City Council.

Staff has sent out a 15-day notice to the Rockwall Herald Banner in accordance with all applicable state laws and Subsection 2.03(A)(3) of Article XI, *Development Applications and Review Procedures*, of the UDC. Should the City Council have any questions staff will be available at the meeting on December 16, 2019.

CITY OF ROCKWALL

ORDINANCE NO. 20-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING ARTICLE IV, PERMISSIBLE USES, OF THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38], PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an amendment to the City of Rockwall's Unified Development Code [Ordinance No. 04-38] has been initiated by the City Council of the City of Rockwall to amend Article IV, *Permissible Uses*, of the Unified Development Code [Ordinance No. 04-38]; and,

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

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

SECTION 1. That Article IV, *Permissible Uses*, of the Unified Development Code [Ordinance No. 04-38] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibit 'A'* of this ordinance;

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

SECTION 3. That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code [Ordinance No. 04-38], and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

SECTION 4. That this ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 6TH DAY OF JANUARY, 2020.

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, *City Secretary*

APPROVED AS TO FORM:

Frank J. Garza, *City Attorney*

1st Reading: December 16, 2019

2nd Reading: January 6, 2020

DRAFT
ORDINANCE
12.16.2019

Exhibit 'A'
Article IV, Permissible Uses

Additions: **Highlighted**
Deletions: **Highlighted, Strikeout**

SECTION 01: LAND USE SCHEDULE

SUBSECTION 01.01: USE OF LAND AND BUILDINGS

LAND USE SCHEDULE	RESIDENTIAL DISTRICTS														MIXED USE DISTRICTS	NON-RESIDENTIAL DISTRICTS			OVERLAY DISTRICTS							
	LAND USE DEFINITION REFERENCE [Reference Article XIII, Definitions]	CONDITIONAL USE REFERENCE Reference Article IV, Permissible Uses]	Agricultural (AG) District	Single Family Estate 1.5 (SFE-1.5) District	Single Family Estate 2.0 (SFE-2.0) District	Single Family Estate 4.0 (SFE-4.0) District	Single Family 1 (SF-1) District	Single Family 16 (SF-16) District	Single Family 10 (SF-10) District	Single Family 8.4 (SF-8.4) District	Single Family 7 (SF-7) District	Zero Lot-Line (ZL-5) District	Two-Family (2F) District	Multi-Family 14 (MF-14) District	Downtown (DT) District	Residential Office (RO) District	Neighborhood Services (NS) District	General Retail (GR) District	Commercial (C) District	Heavy Commercial (HC) District	Light Industrial (LI) District	Heavy Industrial (HI) District	Scenic Overlay (SOV) District	SH-66 Overlay (SH-66) District	IH-30 Overlay (IH-30 OV) District	
LAND USES																										
COMMERCIAL AND BUSINESS SERVICES LAND USES	2.02(G)	2.03(G)																								
Rental, Sales and Service of Heavy Machinery and Equipment	(10)	(5)																S	P	S	P					

SECTION 2: CONDITIONAL LAND USE STANDARDS AND DEFINITIONS

SUBSECTION 2.03: CONDITIONAL LAND USE STANDARDS.

(G) Commercial and Business Services Land Uses.

(5) Rental, Sales, and Service of Heavy Machinery

- (a) In the Commercial (C) District, the Rental, Sales, and Service of Heavy Machinery land use is only permitted as an ancillary use to a General Retail Store (i.e. a business whose primary purpose is to sell finished goods) by Specific Use Permit (SUP).
- (b) All outside storage of equipment and machinery shall be visibly screened from all adjacent properties utilizing one of the screening alternatives outlined in Subsection 05.02.(A), Loading Docks and Outside Storage Areas, of Article VIII, Landscape and Fence Standards, of the Unified Development Code (UDC).
- (c) The storage area for equipment and machinery shall not occupy any required parking spaces. Excess parking spaces may be used if all other requirements are met.
- (d) The storage and/or display of equipment and machinery shall be in a stowed position so as to not extend any part of the equipment or machinery in an upward or outward manner.
- (e) The conditions above shall not be construed to permit the outside storage of equipment and machinery for outside display, and does not permit additional outside storage of other materials that are not associated with the Rental, Sales, and Service of Heavy Machinery land use.
- (f) Maintenance or service of any equipment and machinery shall not be performed on-site.

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City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager
FROM: Mary Smith, Assistant City Manager
DATE: December 11, 2019
SUBJECT: Republic Waste Request for Rate Increase

The solid waste contract with Republic Waste sets periodic points in the contract term for an increase to the collection rates. The increase for 2019 is 3% on all residential and commercial collection rates.

The current contract expires in 2020. The accompanying resolution if adopted by the City Council will set the new rates to be effective 1/1/20.

The new residential rate in the proposal reflects an increase of \$.51 per month including applicable sales tax.

Rick Bernas will be here to represent Republic Waste if the Council has any questions regarding this matter.

CITY OF ROCKWALL, TEXAS

RESOLUTION #

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS FIXING THE COLLECTION RATE TO BE CHARGED FOR GARBAGE COLLECTION SERVICES FURNISHED BY THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 34. Solid Waste, Article I. In General, Sec. 34-5 Collection Charges, of the City of Rockwall Code of Ordinances provides that the rates for garbage service within the city shall be established from time to time by city council resolution; and

WHEREAS, the City Council finds that, due to increasing costs, it is necessary to increase the rates charged for garbage collection services.

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

SECTION 1. That the following monthly rates are hereby established and adopted and shall be collected for garbage collection services billed by the City:

Residential Rates							
Twice per week collection							
Twice per month brush/bulky							
Once per week recycle collection				\$16.21			
Polycart Rental				\$4.08 per month			
Household Hazardous Waste collection				\$.70 per month (retained by City for HHW Day)			
Commercial Rates							
Twice per week hand collection				\$16.96			
	1X	2X	3X	4X	5X	6X	Extra
2 yard	\$ 83.78	\$154.99	n/a	n/a	n/a	n/a	\$ 47.27
3 yard	\$ 94.38	\$174.57	n/a	n/a	n/a	n/a	\$ 52.42
4 yard	\$117.98	\$218.24	\$303.82	n/a	n/a	n/a	\$ 58.24
6 yard	\$141.56	\$261.91	\$364.19	\$451.16	n/a	n/a	\$ 68.89
8 yard	\$176.96	\$327.39	\$455.34	\$563.90	\$656.29	\$734.78	\$ 81.53
Roll Off		Compactors					
20 yard	\$492.19	30 yard compactor		\$551.83			
30 yard	\$517.53	35 yard compactor		\$595.10			
40 yard	\$536.92	42 yard compactor		\$595.10			
Del / Exc	\$171.53						
Daily rental	\$ 4.49						

Rentals range from \$1.00 to \$600.00 per month (determined by age, type, size of compactor). Installation is not included.

Rates include street use fees as described in the contract.

SECTION 2. That these rates and charges shall become effective and be in full force and effect starting January 1, 2020.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL,
TEXAS THIS 16th DAY OF DECEMBER, 2019.**

APPROVED:

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

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City of Rockwall
The New Horizon

MEMORANDUM

TO: City Council

FROM: Joey Boyd, Assistant City Manager

DATE: December 12, 2019

SUBJECT: Census 2020 – Complete Count Committee Update

At the October 7, 2019 meeting, the City Council approved a resolution establishing a complete count committee related to the 2020 US Census. Councilmember Bennie Daniels was appointed to lead the effort for the City of Rockwall. Since then, Rockwall County has hosted representatives from the US Census Bureau to provide training. The Committee includes elected officials, city management, service organizations, local churches, school district administration, and other civic and community leaders interested in participating in the census effort.

There are 4 ways to respond to the 2020 Census: online, by phone, by mail, and in-person interviews. The Complete Count Committee will strive to promote the importance of completing the census throughout the City and County as well as providing local assistance in known Hard To Count areas. Hard To Count populations include those who are hard to locate, those that lack trust in government, non-English speaking individuals, or those with disabilities. The map included shows an area in Rockwall identified as a Hard To Count area in the previous census that is estimated to have 2,396 residential homes with an estimated population of 8,200 people. Areas such as these will be a primary focus for the committee to conduct targeted community outreach and education events.

The committee will be using a community-based strategy that will begin with a public information campaign and likely will include community outreach meetings in neighborhoods known to have a historically lower level of response. Grants are available to local groups through the US Census. The Committee is developing strategies that may be eligible for grant funds to compliment other local efforts.

Key Facts / Dates:

- \$675 Billion in funding is tied back to the census
- Funding of 132 programs are affected by the census. Some notable programs include nutritional assistance programs like Meals on Wheels, Head Start, school funding, national school lunch programs, and many more
- There are 9 questions on the census form
- Information provided is confidential
- The Committee will be able to use technology to track the response progress through the Response Outreach Area Mapper (ROAM), which is an interactive web mapping application. This will allow for the Committee to plan its outreach, marketing, and promotions more effectively based on response rates in specific areas of the City / County.
- Advertising and marketing for the 2020 Census will begin in January
- An initial notification from the US Census will be delivered by mail in March 2020
- March 13th will be the first day the census will be available for completion
- Census forms are available in 13 separate languages in addition to English
- April 1, 2020 is Census Day
- July 31, 2020 is the last day the census can be submitted
- Counts will be sent to the President by December 31, 2020
- Redistricting counts will be sent to the states by March 31, 2021

The Committee will provide regular updates to the City Council. Councilmember Daniels and city staff will be available to answer any question during the meeting.

CENSUS 2020

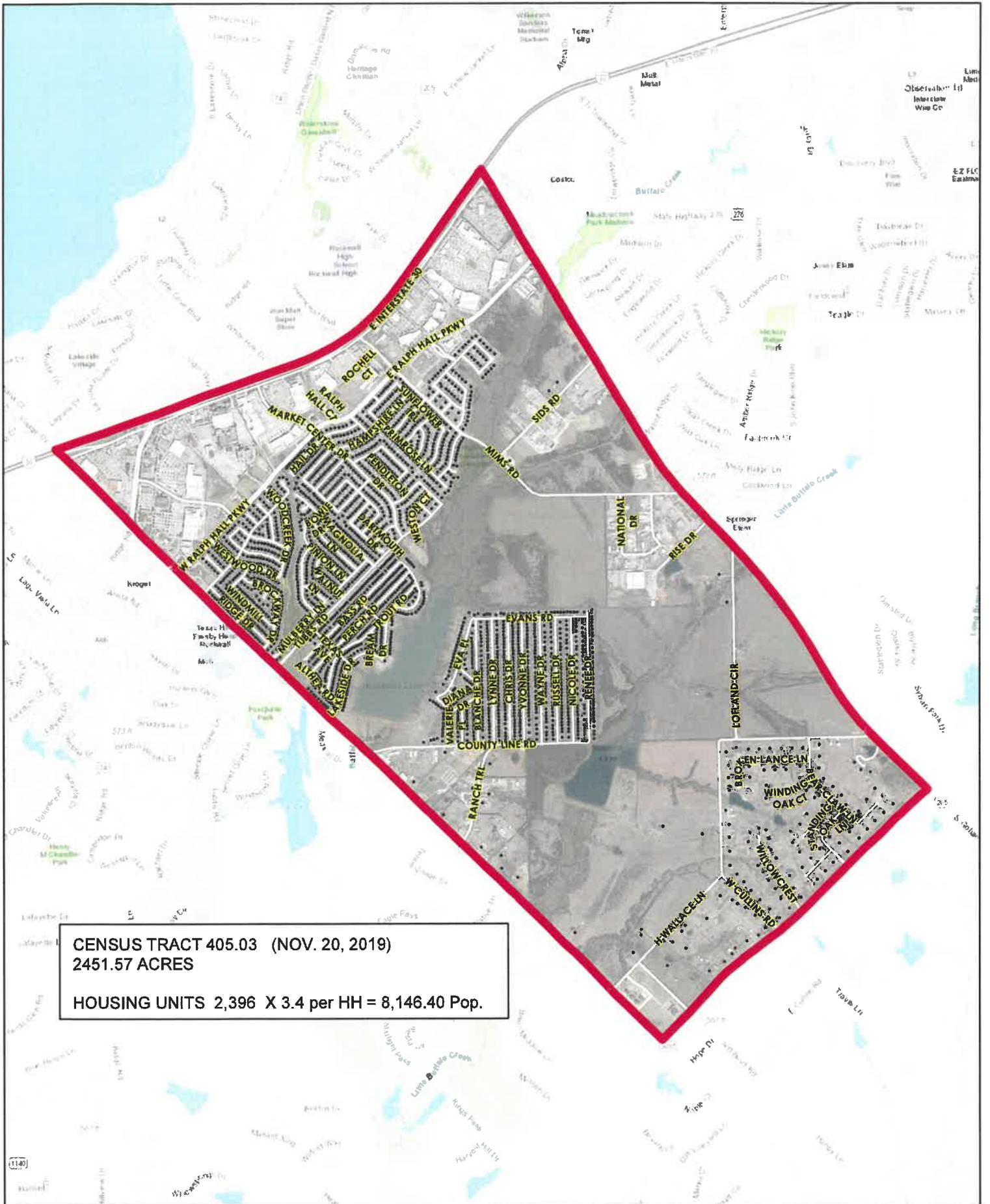
Hard To Count Communities

www.censushardtocompmaps2020.us

DIRECT LINK TO THIS MAP <https://www.censushardtocompmaps2020.us/?latlng=32.89036%2C-96.43644&z=14&query=coordinates%3A%3A32.88672%2C-96.44812&promotedfeaturetype=censusTracts&arp=arpRaceEthnicity&layers=population%20in%20htc%20tracts%2Cmajor%20roads%2Ccounties&infotab=info-fac>

For more information about this map, please contact the CUNY Mapping Service at the Center for Urban Research, CUNY Graduate Center at [CUNYmapping@gc.cuny.edu](mailto:cunymapping@gc.cuny.edu) (mailto:cunymapping@gc.cuny.edu)





CENSUS TRACT 405.03 (NOV. 20, 2019)
2451.57 ACRES
HOUSING UNITS 2,396 X 3.4 per HH = 8,146.40 Pop.

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City of Rockwall
The New Horizon

MEMORANDUM

TO: Honorable Mayor and City Council Members
FROM: Kristy Cole, City Secretary / Assistant to the City Manager
DATE: December 13, 2019
SUBJECT: S. Lakeshore / Summit Ridge Reconstruction Project

Mayor Pruitt has requested this agenda item for the Dec. 16 meeting. City Engineer/Director of Public Works, Amy Williams, will provide an update concerning the status and timing associated with this reconstruction project and will answer any questions Council may have.

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Cole, Kristy

From: Browning, Bethany
Sent: Wednesday, December 11, 2019 10:38 AM
To: Cole, Kristy; Delaney, Margaret
Subject: Man Street Advisory Board

Councilman Trowbridge would like to recommend the following individuals for MS/HPAB at the Monday, December 16 City Council Meeting (pending their boards & commissions application submittal). I emailed the link this morning and asked that they get them submitted today if possible.

Main Street Advisory Board:

1. Stacy Fuqua
2. Craig Stoddart
3. Jennifer Hoffman
4. Geoffrey Lyons

HPAB:

1. Jennifer Hoffman

Bethany Browning

Main Street/Art in Public Places

City of Rockwall

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