

ROCKWALL CITY COUNCIL MEETING

Monday, July 7, 2025 - 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 matter as authorized by chapter 551 of the Texas government code:

- 1. Discussion regarding legislation related to purchase of property inside city limits by Public Finance Corporation from other jurisdictions, pursuant to Section §551.071 (Consultation with Attorney)
- **2.** Discussion regarding legal options to develop an ordinance related to rental home property owner regulations, pursuant to Section 551.071 (Consultation with Attorney).
- **3.** Discussion regarding (re)appointments to city regulatory boards and commissions, pursuant to §551.074 (Personnel Matters)
- **4.** Discussion regarding wholesale water purchase contract between cities of Rockwall and Heath and update and legal advice RE: *City of Heath v. North Texas Municipal Water District and City of Rockwall*, pursuant to Section §551.071 (Consultation with Attorney).
- 5. Discussion regarding possible sale/purchase/lease of real property in the vicinity of Harry Myers Park, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney)
- III. Adjourn Executive Session
- IV. Reconvene Public Meeting (6:00 P.M.)
- V. Invocation and Pledge of Allegiance Mayor McCallum
- VI. Proclamations / Awards / Recognitions
 - 1. Parks and Recreation Month Proclamation

VII. Open Forum

This is a time for anyone to address the Council and public on any topic not already listed on the agenda or set for a public hearing. To speak during this time, please turn in a (yellow) "Request to Address City Council" form to the City Secretary either before the meeting or as you approach the podium. Per Council policy, public comments should be limited to three (3) minutes out of respect for others' time. On topics raised during Open Forum, please know Council is not permitted to respond to your comments during the meeting since the topic has not been specifically listed on the agenda (the Texas Open Meetings Act

requires that topics of discussion/deliberation be posted on an agenda not less than 72 hours in advance of the Council meeting). This, in part, is so that other citizens who may have the same concern may also be involved in the discussion.

VIII. Take Any Action as a Result of Executive Session

IX. Consent Agenda

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

- 1. Consider approval of the minutes from the June 16, 2025 city council meeting, and take any action necessary.
- 2. Z2025-023 Consider a request by Kyle Peterson on behalf of Dean and Cathy Barrett for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> for two (2) <u>Detached Covered Porches</u> on a 0.1653-acre parcel of land identified as Lot 9, Block A, Breezy Hill, Phase IX Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 74 (PD-74) for Single-Family 10 (SF-10) District land uses, addressed as 3326 Royal Ridge Drive, and take any action necessary (2nd Reading).
- 3. **Z2025-024** Consider a request by Anthony Winkler of Texas Wedge on behalf of Conor Keilty, AIA of Structured REA-Rockwall Land, LLC for the approval of an **ordinance** for a <u>Specific Use Permit (SUP)</u> for Outdoor Commercial Amusement/Recreation and a Structure Exceeding 60-Feet in Height in a Commercial (C) District for a Golf Driving Range on an 7.847-acre parcel of land identified as Lot 11, Block B, Fit Sport Life Addition, Rockwall County, Texas, zoned Commercial (C) District, generally located at the terminus of Fit Sport Life Boulevard, and take any action necessary (2nd Reading).
- **4. Z2025-025** Consider a request by Felipe Zanotti on behalf of Ryan Moorman of R. D. Moorman, Inc. for the approval of an **ordinance** for a Specific Use Permit (SUP) for a Wholesale Showroom Facility on a 1.2220-acre parcel of land identified as Lot 26 of the Rainbow Acres Addition, Rockwall County, Texas, zoned Commercial (C) District, addressed as 263 Ranch Trail, and take any action necessary (**2nd Reading**).
- 5. Z2025-026 Consider a request by Elijah Tekurio for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> for a <u>Detached Garage</u> on a 0.7702-acre parcel of land identified as Lot 23, Block A, Stoney Hollow Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, addressed as 2743 Stoney Hollow Lane, and take any action necessary (2nd Reading).
- 6. Z2025-027 Consider a request by Grayson Hughes of Sutherland King Consulting, LLC on behalf of Felix Tan of Ridgeview Church for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> for a <u>Church/House of Worship</u> (i.e. <u>Ridgeview Church</u>) for the expansion of an existing <u>Church</u> on a 7.052-acre parcel of land identified as Lot 28 of the Skyview Country Estates No. 3 Addition, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, addressed as 1362 FM-552, and take any action necessary (2nd Reading).

- 7. Z2025-028 Consider a request by Hailee Handy on behalf of John Liu for the approval of an ordinance for a <u>Zoning Change</u> to amend Planned Development District 37 (PD-37) being a ~7.10-acre tract of land identified as Lots 1 & 2 of the Dirkwood Estates Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 37 (PD-37) [Ordinance No.'s 92-44 & 99-44] for Single-Family 16 (SF-16) District land uses, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 3077 N. Goliad Street [SH-205], and take any action necessary (2nd Reading).
- **8.** Consider approval of an **ordinance** to prohibit parking along Kyle Drive between Yellow Jacket Lane and the IH-30 service road between the hours of 7:30 a.m. and 4:30 p.m. while school is in session, and take any action necessary. **(1st reading)**
- **9.** Consider authorizing the City Manager to execute an interlocal agreement with North Central Texas Emergency Communications District (NCT9-1-1) for regional 9-1-1 dispatch services, and take any action necessary.
- **10.** Consider approving contract addendums for concrete and asphalt pavement repairs and maintenance and authorizing the City Manager to execute associated purchase orders to multiple vendors for a total increase of \$1,155,000 to be funded by the Streets & Drainage Operating Budget, and take any action necessary.
- 11. Consider approval of a resolution suspending Oncor Electric Delivery Company LLC's application to change rates within the City of Rockwall; approving cooperation with the Steering Committee of Cities Served by Oncor to negotiate with Oncor on the City's behalf, and take any action necessary.
- 12. Consider approval of the construction contract for the W. Boydstun and Forest Trace Reconstruction Project and authorize the City Manager to execute a construction contract with Maya Underground Contractors, in the amount of \$6,002,446.00, to be funded by 2024 Street Bonds (approved by voters in 2018) and 2024 Water and Sewer Bonds, and take any action necessary.
- **13.** Consider approval of the material testing contract for W. Boydstun Ave. and Forest Trace Reconstruction Project and authorize the City Manager to execute a contract with Alliance Geotechnical Group, in the amount not to exceed \$285,120.00, to be funded by the 2018 Street Bonds, and take any action necessary.
- 14. Consider authorizing the city manager to execute a contract with Custard Construction Services for roof replacement at Fire Stations 2 & 3 in the amount of \$120,850, and to amend the FY 25 Internal Operations Department operating budget in the same amount with \$85,046 in TX Municipal League (insurance) funding and \$35,804 from General Fund Reserves, and take any action necessary.

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

- 1. Building Inspections Department Monthly Report
- 2. Fire Department Monthly Report
- 3. Parks & Recreation Department Monthly Report
- 4. Police Department Monthly Report
- 5. Roadway Projects Update
- **6.** Sales Tax Historical Comparison
- **7.** Water Consumption Historical Statistics

XI. Adjournment

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

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

I, Kristy Teague, City Secretary for the City of Rockwall, Texas, do hereby certify that this Agenda was posted at City Hall, in a place readily accessible to the general public at all times, on the 3rd day of July, 2025 at 5:00 PM and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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Kristy Teague, City Secretary	Date Removed	
or Margaret Delaney, Asst. to the City Sect.		



Officeas, through the National Recreation and Parks Association, people in America have been celebrating Parks and Recreation month for over 35 years; and

Officially, in 2009, the U.S. House of Representatives officially mandated July as Parks and Recreation Month; and

Officeas, services that parks and recreation professionals provide, such as protecting open spaces and natural resources and providing a wide range of activities for residents to enjoy, are all vital to our community; and

Officeas, statistics show that about 260 million people in the United States visit local parks or recreation facilities at least once during a given year; and

Othereas, 4 in 5 adults choose high-quality parks and recreation amenities and services when choosing a place to live; and

Officeas, Rockwall Parks and Recreation staff members work tirelessly to provide quality special events and programming, such as "Concerts by the Lake," various senior and children's activities, and the city's annual Founders Day Festival as well as maintain our beautiful parks and award-winning sports fields.

Sow, Therefore, I, Tim McCallum, Mayor of the City of Rockwall, do hereby proclaim the month of July as:

Parks & Recreation Month

in the City of Rockwall, and encourage all citizens to visit our parks system on a regular basis, attend one of our many special events, and recognize the contributions that parks and recreation staff make every day to enhance our health, safety, comfort and quality of life.

In Witness Whereof, I hereunto set my hand and official seal on this 7th day of July, 2025.

Tim McCallum, Mayor



ROCKWALL CITY COUNCIL MEETING

Monday, June 16, 2025 - 4:00 PM

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

I. Call Public Meeting to Order

Mayor McCallum called the meeting to order at 4:00 p.m. Present were Mayor Tim McCallum, Mayor Pro Tem Mark Moeller and Councilmembers Sedric Thomas, Melba Jeffus, Dennis Lewis and Richard Henson. Also present were City Manager Mary Smith, Assistant City Manager Joey Boyd and City Attorney Frank Garza. Councilmember Anna Campbell was absent from the meeting.

Mayor McCallum read the below-listed discussion items into the record before recessing the public meeting to go into Executive Session at 4:01 p.m.

II. Executive Session

The City of Rockwall City Council will recess into executive session to discuss the following matter as authorized by chapter 551 of the Texas government code:

- 1. Discussion regarding (re)appointments to city regulatory boards and commissions, including conducting interviews to fill vacant seat on the Planning & Zoning Commission, pursuant to §551.074 (Personnel Matters)
- 2. Discussion regarding legislation related to purchase of property inside city limits by Public Finance Corporation from other jurisdictions, pursuant to Section §551.071 (Consultation with Attorney)
- **3.** Discussion regarding possible sale/purchase/lease of real property in the vicinity of the Harbor, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney)
- **4.** Discussion regarding status and direction on how to proceed with <u>City of Heath v. North Texas</u> <u>Municipal Water District and City of Rockwall</u>, pursuant to Section §551.071 (Consultation with Attorney).

III. Adjourn Executive Session

Council initially adjourned from Executive Session at 6:00 p.m. but then reconvened in Executive Session again following the close of the public meeting agenda.

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

Mayor McCallum reconvened the public meeting at 6:01 p.m.

V. Invocation and Pledge of Allegiance - Pro Tem Moeller

Mayor Pro Tem Moeller delivered the invocation and led the Pledge of Allegiance.

VI. Proclamations / Awards / Recognitions

1. Boys & Girls Club Week Proclamation

Mayor McCallum called forth a representative of the Boys & Girls Club of Northeast Texas. He then read and presented her with this proclamation. She provided a few, brief words, in part thanking the city for its support.

VII. Appointment Items

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

Dr. Jean Conway, Chair of the Planning & Zoning Commission, came forth and briefed the board on recommendations of the Commission regarding planning-related items on tonight's meeting agenda. Council took no formal action following Dr. Conway's briefing.

VIII. Open Forum

Mayor McCallum explained how Open Forum is conducted, asking if anyone would like to come forth and speak at this time. There being on one indicating such, he then closed Open Forum.

IX. Take Any Action as a Result of Executive Session

The mayor indicated Council is not quite ready yet to take action; however, action may be taken later on after the conclusion of the public meeting agenda. The Council did reenter Executive Session after the public meeting concluded. See end of the minutes for action taken as a result of Executive Session.

X. Consent Agenda

- 1. Consider approval of the minutes from the June 2, 2025 city council meeting, and take any action necessary.
- 2. Consider authorizing the City Manager to execute a one-year contract with three 1-year renewal options with North Texas Baseball Association to supply umpires for RBSL Spring, Summer and Fall baseball seasons in the amount of \$85,000 to be funded by the Recreation Development Fund, and take any action necessary.
- 3. Consider approval of the professional engineering services contract for the KE Andrews Way Extension Project, and authorize the City Manager to execute a contract with Cardinal Strategies Engineering Services, LLC, in the amount not to exceed \$114,900.00, to be paid from the Street Assessment funds(settlement), and take any action necessary.
- 4. P2025-016 Consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of John Arnold of Erwin Farms SF, LTD for the approval of a <u>Preliminary Plat</u> for Erwin Farms Subdivision consisting of 122 residential lots on a 98.198-acre tract of land identified as a portion of Tract 4 of the J. M. Gass Survey, Abstract No. 88, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 104 (PD-104) [Ordinance No. 25-15] for Single-Family 10 (SF-10) District land uses, generally located on the southside of North Country Lane east of the intersection of North Country Lane and FM-1141, and take any action necessary.
- 5. P2025-018 Consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of John Arnold of Erwin Farms SF, LTD for the approval of a Master Plat for Erwin Farms Subdivision consisting of 122 residential lots on a 98.198-acre tract of land identified as a portion of Tract 4 of the J. M. Gass Survey, Abstract No. 88, City of Rockwall, Rockwall County, Texas, zoned

Planned Development District 104 (PD-104) [Ordinance No. 25-15] for Single-Family 10 (SF-10) District land uses, generally located on the southside of North Country Lane east of the intersection of North Country Lane and FM-1141, and take any action necessary.

6. Consider approval of the construction contract for South SH 205 & SH 276 Utility Relocation Project and authorize the City Manager to execute a construction contract with Hayes Construction, in the amount of \$720,478.00, to be funded by the 2024 Water and Sewer Bonds, and take any action necessary.

Councilmember Henson pulled item #5 for further discussion. Mayor Pro Tem Moeller then moved to approve the Consent Agenda, minus item #5 (#s 1, 2, 3, 4, and 6). Councilmember Lewis seconded the motion, which passed by a vote of 6 ayes with 1 absence (Campbell).

Councilmember Henson asked if the engineer representing the developer is present this evening. Mr. Miller indicated that, no, the engineer is not present. Councilmember Henson sought and received clarification that this development with have curbs and gutters. He also sought and received clarification from staff regarding retention versus detention ponds. Mr. Miller shared that the subdivision will have both retention and detention ponds. He went on to explain that the development meets the city's Engineering Standards of Design & Construction. Councilmember Henson wonders how wide the streets are, and Mr. Miller indicated that they are 29' back-to-back with a 50' right-of-way. He also asked how many are front entry or j-swing driveways. Mr. Miller shared that he believes all of them are j-swing driveways, but he cannot recall for certain without having the actual ordinance in front of him.

Mayor McCallum then moved to approve Consent Agenda item #5 (P2025-018). Councilmember Thomas seconded the motion, which passed by a vote of 5 ayes, 1 nay (Henson), and 1 absent (Campbell).

XI. Public Hearing Items

1. Z2025-023 - Hold a public hearing to discuss and consider a request by Kyle Peterson on behalf of Dean and Cathy Barrett for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for two (2) *Detached Covered Porches* on a 0.1653-acre parcel of land identified as Lot 9, Block A, Breezy Hill, Phase IX Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 74 (PD-74) for Single-Family 10 (SF-10) District land uses, addressed as 3326 Royal Ridge Drive, and take any action necessary **(1st Reading)**.

Mr. Miller, Planning Director, provided background information regarding this agenda item. This home is located in the Breezy Hill subdivision. This case is a referral from the Neighborhood Improvement Services (NIS) Department. On October 10, 2024, the Building Inspections Department received a building permit [Permit No. RES2024-5435] for two (2) structures in the rear yard [see Figure 1] of the subject property. Upon review of the permit, the Building Inspections Department determined that the applicant had already completed the proposed work, and that the structures violated the setback requirements (see Figure 1). Given this, on October 15, 2024 the Building Inspections Department notified the applicant that the unpermitted improvements needed to be removed from the subject property. Following this, on October 31, 2024, the Neighborhood Improvement Services (NIS) Department notified [Case No. CE2024-5743] the property owner of the violation. On April 14, 2025, the applicant informed the NIS Department that the structures had been removed, and that he would be submitting a subsequent application for two (2) new structures. Staff noted that at a prior date

artificial turf was installed in the rear and side yards of the subject property, and the property owner will be required to submit a separate exception case to request the artificial turf. This has been added as a condition of approval for the requested Specific Use Permit (SUP). The applicant -- Kyle Peterson -- is requesting approval of a Specific Use Permit (SUP) for the purpose of allowing the construction of two (2) Detached Covered Porches on the subject property.

Sixty-eight notices were mailed out to property owners and residents located within 500' of the subject property, and two notices have been received back in favor of the request. In addition, the Planning & Zoning Commission has recommended approval of this request this evening.

The Mayor opened the public hearing and called forth the applicant.

Kyle Peterson - 3326 Royal Ridge Drive – came forth (on behalf of the family) and provided brief, explanatory comments to the Council concerning this request.

Mayor McCallum asked if anyone else would like to speak during this public hearing item. There being no one else wishing to do so, Mayor McCallum then closed the public hearing.

Councilmember Lewis commended the family for having proactively torn down the unpermitted structures they had initially built on the property. He then moved to approve Z2025-023. Councilmember Thomas seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL ORDINANCE NO. <u>25-XX</u> SPECIFIC USE PERMIT NO. S-3XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 74 (PD-74) [ORDINANCE NO. 17-60] AND THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR TWO (2) DETACHED COVERED PORCHES ON A 0.1653-ACRE PARCEL OF LAND IDENTIFIED AS LOT 9, BLOCK A, BREEZY HILL PHASE IX ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED AND DESCRIBED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

2. Z2025-024 - Hold a public hearing to discuss and consider a request by Anthony Winkler of Texas Wedge on behalf of Conor Keilty, AIA of Structured REA-Rockwall Land, LLC for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> for Outdoor Commercial Amusement/Recreation and a Structure Exceeding 60-Feet in Height in a Commercial (C) District for a Golf Driving Range on an 7.847-acre parcel of land identified as Lot 11, Block B, Fit Sport Life Addition, Rockwall County, Texas, zoned Commercial (C) District, generally located at the terminus of Fit Sport Life Boulevard, and take any action necessary (1st Reading).

Planning Director, Ryan Miller, provided background information regarding this agenda item. On June 10, 2025, the applicant -- Anthony Winkler -- submitted an application requesting a Specific Use Permit (SUP) to establish an Outdoor Commercial Amusement/Recreation land use and a Structure Exceeding 60-Feet in Height in a Commercial (C) District for the purpose of constructing a Golf Driving Range and Family Entertainment Center. The subject property is located at the terminus of Fit Sport Life Boulevard. The applicant has submitted a concept plan for an entertainment venue that will consist of Outdoor Commercial Amusement, Restaurants, Banquet Facility/Event Hall, and a Golf Driving Range. The concept plan shows that the facility will incorporate two (2) restaurants consisting of 6,600 SF, an event space consisting of 4,000 SF, an arcade consisting of 3,700 SF, a kid's playground consisting of 1,800 SF, an Outdoor Commercial Amusement/Recreation space (i.e. Mini-Golf), and a Golf Driving Range with of open-air driving bays. The required parking for the proposed facility will be 268 parking spaces. The proposed facility will be two (2) stories in height and incorporate 345 parking spaces. In addition, the Golf Driving Range will extend 60-yards and be enclosed using nets that will be supported with poles that will stand 175-feet in height. There are no residential homes located within ½ mile of this location. The Specific Use Permit (SUP) request submitted by the applicant is the third time this request has been made. On September 5, 2023, the City Council approved a Specific Use Permit (SUP) [Ordinance No. 23-47; S-312] for a Golf Driving Range [Case No. Z2023-035] on the subject property. As part of this SUP approval an exception to the maximum building height was approved, and a condition of approval was added to the ordinance to enable the increased height. In this case, the applicant is making the same request except the project is located one (1) lot to the south of the original property. That being said, there are differences between the approved SUP and the current request. Based on the provided concept plans the applicant has: [1] reduced the driving lane structure from three (3) stories to two (2) stories, [2] reduced the main building from three (3) stories to one (1) story, [3] added an arcade, [4] added two (2) driveways onto Discovery Boulevard, [5] reduced the driving range length from 200-yards to 60-yards, and [6] moved the project one (1) lot to the south.

Eleven notices were mailed to property owners and occupants located within 500' of the property, but no notices were received back by staff. The Planning & Zoning Commission did vote 5-0 to recommend approval of this request. Mr. Miller further explained that if this SUP is approved this evening, it will supersede and essentially replace the previously granted SUP.

Tony Winkler 637 Calvin Drive Heath, TX

Mr. Winkler indicated that at first it was a 3-story structure and a little closer to the road, and it was about a \$40 million project. He went on to explain that this proposal moves the structure back more from the roadway. Also, it's not a 200-yard driving range anymore – it's a 60-yard driving road. He explained that this is a venue that is more 'for fun' golf time. He stressed that this is a food-oriented establishment, and it will be both family oriented and will also cater to more serious golfers. There will be event space at this venue (for things like awards ceremonies or Christmas parties). There will be live music opportunities at this venue. The music will cater to adults instead of teens, and there will be limited tickets. There will be good, quality food (a sports bar) in a good, upbeat entertainment venue, including affordable steaks. He stressed he wants this venue to be affordable and enjoyable for families. The pricing will be \$18-25 to play and \$25-\$35 in the driving range along with affordable means (i.e. BBQ, Italian dinner, etc.). He shared that the venue will be safe (high, locked gates) that will ensure kids are safe too.

There being no one else indicating a desire to speak, Mayor McCallum closed the public hearing.

Councilmember Lewis moved to approve Z2025-024. Mayor Pro Tem Moeller seconded the motion. Both Lewis and Moeller mentioned the parking and thanked the applicant for providing his own parking. The ordinance caption was read as follows:

CITY OF ROCKWALL ORDINANCE NO. <u>25-XX</u> SPECIFIC USE PERMIT NO. S-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING ORDINANCE NO. 23-47 AND THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR OUTDOOR COMMERCIAL AMUSEMENT/RECREATION AND A STRUCTURE EXCEEDING 60-FEET IN HEIGHT IN A COMMERCIAL (C) DISTRICT FOR A GOLF DRIVING RANGE ON A 7.847-ACRE PARCEL OF LAND IDENTIFIED AS LOT 11, BLOCK B, FIT SPORT LIFE ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

22025-025 - Hold a public hearing to discuss and consider a request by Felipe Zanotti on behalf of Ryan Moorman of R. D. Moorman, Inc. for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> for a <u>Wholesale Showroom Facility</u> on a 1.2220-acre parcel of land identified as Lot 26 of the Rainbow Acres Addition, Rockwall County, Texas, zoned Commercial (C) District, addressed as 263 Ranch Trail, and take any action necessary (1st Reading).

Planning Director, Ryan Miller provided background information regarding this agenda item. Mr. Miller explained the applicant has submitted an application and a zoning exhibit requesting a Specific Use Permit (SUP) for a Wholesale Showroom Facility on the subject property. Existing on the subject property is a 2,797 SF Office Building that was converted from a single-family home in 2018, and a 4,950 SF Office Building that was constructed in 2022. Based on the floor plan provided by the applicant, the 4,950 SF Office Building will be split into Office and Warehousing in order to accommodate the requested Wholesale Showroom Facility. On May 20, 2025, staff mailed 34 notices to property owners and occupants within 500-feet of the subject property. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). There were no Homeowner's Associations (HOA's) or Neighborhood Organizations within 1,500-feet of the subject property participating in the Neighborhood Notification Program. At the time the report was drafted, staff had not received any notices returned concerning the applicant's request. On June 10, 2025, the Planning and Zoning Commission approved a motion to recommend approval of the SUP by a vote of 5-0, with Commissioner Womble absent and one vacant seat.

Mayor McCallum opened the public hearing, asking the applicant to come forth at this time.

Justin Holland

3125 Ridge Road Rockwall, TX

Mr. Holland came forth, indicating he represents the applicant. He shared that one comment was made by P&Z, and the applicant fixed the issue. He believes this facility will be a good addition to Ranch Trail. It will be an upscale showroom facility with tile and stone.

There being no one else indicating a desire to speak, Mayor McCallum closed the public hearing. Councilmember Thomas then moved to approve Z2025-025. Mayor McCallum seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL ORDINANCE NO. 25-XX SPECIFIC USE PERMIT NO. S-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS. AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A WHOLESALE SHOWROOM FACILITY ON A 1.2220-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 26 OF THE RAINBOW ACRES ADDITION, CITY ROCKWALL, ROCKWALL COUNTY, TEXAS: AND SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

4. Z2025-026 - Hold a public hearing to discuss and consider a request by Elijah Tekurio for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for a *Detached Garage* on a 0.7702-acre parcel of land identified as Lot 23, Block A, Stoney Hollow Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, addressed as 2743 Stoney Hollow Lane, and take any action necessary **(1st Reading)**.

Planning Director, Ryan Miller provided background information regarding this agenda item. The applicant is requesting the approval of a Specific Use Permit (SUP) to allow the construction of a Detached Garage. The site plan indicates that the Detached Garage will have a building footprint of 35' x 24' or 840 SF. The site plan also indicates that the Detached Garage will be located 20-feet, 2-inches behind the primary structure, meet all the applicable building setbacks, and be accessed at the front of the property via a 131-foot concrete driveway. The building elevations indicate that the structure will stand 15-feet in height (i.e. 12-feet as measured to the midpoint of the roof), and be clad in metal. The proposed structure will have a single car garage door that will face onto Stoney Hollow Lane.

Mayor McCallum opened the public hearing and called forth the applicant. Elijah Tekurio then came forth and shared that he has a big family, and he works on classic cars. So he just needs more space.

Mayor McCallum asked if anyone else would like to come forth and speak at this time. There being no one indicating such, he then closed the public hearing.

Councilmember Thomas moved to approve Z2025-026. Mayor Pro Tem Moeller seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL ORDINANCE NO. <u>25-XX</u> SPECIFIC USE PERMIT NO. S-3XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A DETACHED GARAGE ON A 0.7702-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 23, BLOCK A, STONEY HOLLOW ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

5. **Z2025-027** - Hold a public hearing to discuss and consider a request by Grayson Hughes of Sutherland King Consulting, LLC on behalf of Felix Tan of Ridgeview Church for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for a *Church/House of Worship* (i.e. *Ridgeview Church*) for the expansion of an existing *Church* on a 7.052-acre parcel of land identified as Lot 28 of the Skyview Country Estates No. 3 Addition, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, addressed as 1362 FM-552, and take any action necessary (1st Reading).

Mr. Miller, Planning Director, provided background information on this agenda item. This is pertaining to the existing Ridgeview Church. The applicant has submitted an application, building elevations, site plan, and a floor plan requesting a Specific Use Permit (SUP) for the expansion of an existing Church/House of Worship that will exceed the maximum permissible building size for a building in a General Retail (GR) District. According to the Rockwall Central Appraisal District (RCAD) there is an existing 21,658 SF church, a 128 SF shop, an 80 SF storage building, a 2,054 SF single-family home, and two (2), 1,560 SF portable classrooms situated on the subject property. The site plan submitted by the applicant depicts the proposed expansion of the existing Church/House of Worship, which will be approximately 35,653 SF and consist of an auditorium, a multi-purpose room, class rooms and offices. The proposed concept plan also details the proposed locations for parking, drop-off for the daycare, and the existing access drives surrounding the property. Additionally, it indicates that a total of 286 parking spaces will be provided for the 1,013 seats in the sanctuary. This exceeds the required number of parking spaces by 32 spaces (i.e. 254 spaces are required). Also included with this request is the removal of the two (2), 1,560 SF portable classrooms from the subject property.

Thirty-three notices were sent out to property owners and occupants located within 500', but staff has received no replies so far. The Planning & Zoning Commission has recommended approval of this request by a vote of 5-0.

Mayor McCallum opened the public hearing and called forth the applicant to speak.

Grayson Hughes with Sutherland King Consulting - 6430 Meadowcreek Drive Dallas, TX – came forth to address the Council, but no dialogue took place. There being no one else wishing to speak, Mayor McCallum closed the public hearing.

Councilmember Thomas moved to approve Z2025-027. Councilmember Jeffus seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL ORDINANCE NO. <u>25-XX</u> SPECIFIC USE PERMIT NO. S-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A CHURCH/HOUSE OF WORSHIP AND A BUILDING THAT EXCEEDS 25,000 SF IN A GENERAL RETAIL (GR) DISTRICT ON A 7.052-ACRE PARCEL OF LAND IDENTIFIED LOT 28 OF THE SKYVIEW COUNTRY ESTATES NO.3 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

6. **Z2025-028** - Hold a public hearing to discuss and consider a request by Hailee Handy on behalf of John Liu for the approval of an **ordinance** for a *Zoning Change* to amend Planned Development District 37 (PD-37) being a ~7.10-acre tract of land identified as Lots 1 & 2 of the Dirkwood Estates Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 37 (PD-37) [*Ordinance No.'s 92-44 & 99-44*] for Single-Family 16 (SF-16) District land uses, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 3077 N. Goliad Street [*SH-205*], and take any action necessary (1st Reading).

Planning Director, Ryan Miller provided background information for this agenda item. The applicant is requesting this amendment to allow the Medical Office land use -- with conditions -- to facilitate the continued operation of her business (i.e. Enchanting Aesthetics) on the subject property. Planned Development District 37 (PD-37) is a unique district that has an underlying zoning of Single Family 16 (SF-16) District, but allows professional offices (i.e. attorney, insurance, financial planning, and accounting services) as Home Occupations to be located within the two (2) existing single-family homes. The original Planned Development District 37 (PD-37) facilitated these land uses through an expansion of the Home Occupation requirements. Specifically, this ordinance allows professional offices that are "...an accessory [land use] to the primary residential use..." to be operated by the resident of the home, and stipulates that they [1] have no more than three (3) employees in addition to the homeowner, [2] do not allow the expansion of the professional office from the existing single-family homes, and [3] require a Certificate of Occupancy (CO). This varies from the Home Occupation requirements within the Unified Development Code (UDC). These requirements stipulate that businesses in a single-family home are not permitted to have employees or customers on-site and do not require Certificates of Occupancy (CO). In this case, the applicant has been operating a Medical

Office -- which is not currently a permitted land use in Planned Development District 37 (PD-37) -- out of 3077 N. Goliad Street without a valid Certificate of Occupancy (CO). Staff should also note the other property located within Planned Development District 37 (PD-37) (i.e. 3079 N. Goliad Street) is currently being used as a single-family home and does not have an active Home Occupation. This case comes as a referral from the Neighborhood Improvement Services (NIS) Division [Case No. CE2025-2591], where staff found that the applicant is currently operating a Medical Office (i.e. Enchanting Aesthetics) out of 3077 N. Goliad Street. In April of this year, the Building Inspection (BI) Division contacted the applicant to inform her that a Medical Office is not a permitted land use on the subject property, and that she would be required to rezone the subject property; however, no application was submitted initiating this request and the applicant continued to operate the business without resolving the issues. Based on this, staff engaged the Neighborhood Improvement Services (NIS) Division, and on May 13, 2025 the NIS Division sent a letter to the property owner informing her that she was in violation of the City's requirements and would need to request rezoning or cease to operate. This prompted the applicant to submit an application on May 16, 2025, to request approval of an amendment to Planned Development District 37 (PD-37) to incorporate the Medical Office land use. Based on the applicant's letter, staff determined that the existing business offers personal services (i.e. facials, scar revision, hair loss treatments, lymphatic massages, HydraFacial's, chemical peels, dermaplaning, Botox, and filler) that cross into multiple land uses as defined by the Unified Development Code (UDC). In addition, the applicant indicated that they operate as an appointment only business. According to the Unified Development Code (UDC) the services offered are defined as a Medical Office, General Personal Services, and Massage Therapist. Ultimately, in order to facilitate the applicant's request -- while being cognizant of the existing residential adjacencies --, staff prepared a Draft Ordinance that amends the permitted Home Occupation land uses in Planned Development District 37 (PD-37) to include Medical Office with General Personal Services and Massage Therapist as ancillary or accessory land uses.

On May 20, 2025, staff mailed 27 notices to property owners and occupants within 500-feet of the subject property. In addition, staff notified Harlan Park, Stone Creek, and The Shores on Lake Ray Hubbard Homeowner's Association (HOA), which are the only HOAs within 1,500-feet of the subject property participating in the Neighborhood Notification Program. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). At this time, staff has not received any notices in regard to the applicant's request. In addition, on June 10, 2025, the Planning and Zoning Commission approved a motion to recommend approval of the zoning change by a vote of 5-0.

Mayor McCallum opened the public hearing, and called forth the applicant to speak. Councilmember Henson sought and obtained clarification that they would be allowed to have three employees on site at one time, but there is no limit on the number of clients at one time.

Hailee Handy 3077 N. Goliad Street Rockwall, TX 75087

Ms. Handy shared that she really likes this location, including it allowing for a quiet, peaceful environment for clients with ample parking. Her business recently became certified to provide spa care for cancer patients. She went on to share she hopes the Council will approve her request this evening.

Councilmember Lewis shared that since no notices were received back, he presumes the neighbors are okay with it. Ms. Handy shared that, yes, her neighbors do not have any issue, and she will be keeping clients by appointment only.

Mayor McCallum asked if anyone else would like to come forth and speak.

Bob Wacker 309 Featherstone Rockwall, TX

Mr. Wacker asked if there will be any advertising for services. Mr. Miller shared that the current regulations for this zoning designation do not allow for any extra advertising. So it will maintain a single-family home type of look and feel.

Mayor McCallum then closed the public hearing.

Councilmember Lewis then moved approve Z2025-028. Councilmember Henson seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL ORDINANCE NO. 25-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS AMENDING PLANNED DEVELOPMENT DISTRICT 37 (PD-37) [ORDINANCE NO. 92-44 & 99-44] AND THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, FOR THE PURPOSE OF AMENDING PLANNED DEVELOPMENT DISTRICT 37 (PD-37) BEING A ~7.10-ACRE TRACT OF LAND IDENTIFIED AS LOTS 1 & 2 OF THE DIRKWOOD ESTATES ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED AND DEPICTED HEREIN BY EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

XII. Action Items

- 1. Discuss and consider directing staff to initiate a review of the following, and take any action necessary:
 - (a) the Downtown District Ordinance;
 - (b) the Southside Residential Overlay District.

Mayor McCallum began discussion of this item, sharing that he asked for this agenda discussion item. He articulated various reasons why he believes it is prudent to ask staff to review the Southside Residential Overlay District, especially since it was established more than 30 years ago. He indicated he'd like staff to do this review over the course of the coming year or so.

He went on to share reasons why the city's Downtown Plan should be revisited, especially since we are so focused on keeping our downtown area with a small Rockwall feel. He wants to be sure it meets

the city and our citizens' visions. He commented about how the Historic Preservation Advisory Board (HPAB) could have some oversight in this regard. He would like the plan to be evaluated and findings to be brought back to Council in the future for consideration. Councilmember Henson generally expressed agreement with having this area reviewed. Mayor Pro Tem Moeller agreed that this is a good time to take a look at this downtown plan, especially since the City recently purchased the historic church in this area. Councilmember Thomas expressed support for this endeavor, including asking the HPAB to have some oversight in the process.

Mayor McCallum shared that he doesn't want to wait until review of the City's Comp Plan is done because this area is so important. He went on to make a motion to direct staff to initiate review of both the Downtown District Ordinance and the Southside Residential Overlay District. Councilmember Jeffus seconded the motion, which passed by a vote of 6 ayes with 1 absence (Campbell).

2. Discuss and consider approval of an **ordinance** to prohibit parking along Kyle Drive between Yellow Jacket Lane and the IH-30 service road between the hours of 7:30 a.m. and 4:30 p.m. while school is in session, and take any action necessary. (1st reading)

Mayor McCallum moved to table this item, indicating staff is still discussing this with the school district. Mayor Pro Tem Moeller seconded the motion, which passed by a vote of 6 ayes with 1 absence (Campbell).

XIII. Adjournment

Once the public meeting agenda concluded, prior to adjourning the meeting, Mayor McCallum recessed the public meeting at 7:07 p.m. He indicated Council will take about a five-minute break and will then reconvene in Executive Session to continue discussing the following matter:

Discussion regarding (re)appointments to city regulatory boards and commissions, including conducting interviews to fill vacant seat on the Planning & Zoning Commission, pursuant to §551.074 (Personnel Matters)

Council then returned to the back conference room to continue Executive Session discussions.

At 7:14 p.m., members of Council returned to the Council Chambers, and Mayor McCallum called the public meeting back to order. He then indicated the Council will again recess to go into Executive Session to (also) continue discussing the following item:

Discussion regarding legislation related to purchase of property inside city limits by Public Finance Corporation from other jurisdictions, pursuant to Section §551.071 (Consultation with Attorney)

He then recessed the meeting to go back into Executive Session to have further discussions.

Council came out of Executive Session and returned to the Council Chambers. Mayor McCallum reconvened the public meeting at 8:03 p.m.

Mayor McCallum then made a motion to appoint Ellis Bentley to fill the vacant seat and finish out the unexpired term on the City's Planning & Zoning Commission (replacing Jay Odom, who resigned) (with an initial (partial) term to run through August of 2026). Councilmember Jeffus

being absent).	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Mayor McCallum then adjourned the med	eting at 8:04 p.m.
PASSED AND APPROVED BY THE	CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ON THIS 7^{t}
DAY OF <u>JULY,</u> <u>2025</u> .	
ATTEST:	TIM McCALLUM, MAYOR
KRISTY TEAGUE, CITY SECRETARY	

seconded the motion, which passed by a vote of 6 ayes to 0 nays (with Councilmember Campbell

CITY OF ROCKWALL

ORDINANCE NO. 25-33

SPECIFIC USE PERMIT NO. <u>S-364</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 74 (PD-74) [ORDINANCE NO. 17-60] AND THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR TWO (2) DETACHED COVERED PORCHES ON A 0.1653-ACRE PARCEL OF LAND IDENTIFIED AS LOT 9, BLOCK A, BREEZY HILL PHASE IX ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS: AND MORE SPECIFICALLY DEPICTED DESCRIBED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER **CLAUSE: PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City has received a request from Kyle Peterson on behalf of Dean and Cathy Barrett for the approval of a <u>Specific Use Permit (SUP)</u> for two (2) <u>Detached Covered Porches</u> on a 0.1653-acre parcel of land identified as Lot 9, Block A, Breezy Hill Phase IX Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 74 (PD-74) [Ordinance No. 17-60], addressed as 3326 Royal Ridge Drive, and being more specifically depicted and described in <u>Exhibit</u> 'A' of this ordinance, which herein after shall be referred to as the <u>Subject Property</u> and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that Planned Development District 74 (PD-74) [Ordinance No. 17-60] and the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall should be amended as follows:

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

SECTION 1. That Planned Development District 74 (PD-74) and the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for two (2) Detached Covered Porches as stipulated by Subsection 01.02, Land Use Schedule, of Article 04, Permissible Uses, of the Unified Development Code (UDC) [Ordinance No. 20-02] on the Subject Property; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Planned Development District 74 (PD-74) [Ordinance No. 17-60]; Subsection 03.01, General Residential Standards, and Subsection 07.04, Accessory Structure Development Standards, of

Z2025-023: SUP for 3326 Royal Ridge Drive Ordinance No. 25-33; SUP # S-364

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City of Rockwall, Texas

Article 05, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*], and with the following conditions:

2.1. OPERATIONAL CONDITIONS

The following conditions pertain to the construction of two (2) *Detached Covered Porches* on the *Subject Property* and conformance to these conditions are required for continued operations:

- (1) The development of the *Detached Covered Porches* shall generally conform to the <u>Site</u> <u>Plan</u> as depicted in *Exhibit 'B'* of the Specific Use Permit (SUP) ordinance; and,
- (2) The *Detached Covered Porches* shall generally conform to the <u>Rendering</u> as depicted in *Exhibit 'C'* of the Specific Use Permit (SUP) ordinance; and,
- (3) The *Detached Covered Porches* shall together not exceed a maximum size of 545 SF; and,
- (4) The Detached Covered Porches shall not incorporate a roof pitch less than 3:12; and,
- (5) No additional Accessory Structures shall be constructed on the Subject Property.

2.2. COMPLIANCE

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

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

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

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

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

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

Z2025-023: SUP for 3326 Royal Ridge Drive Ordinance No. 25-33; SUP # S-364

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City of Rockwall, Texas

ordinance shall remain in full force and effect.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE $7^{\rm th}$ DAY OF <u>JULY</u>, <u>2025</u>.

ATTEST:	Tim McCallum, Mayor	
Kristy Teague, City Secretary		
APPROVED AS TO FORM:		
Frank J. Garza, City Attorney		
1 st Reading: <u>June 16, 2025</u>		

2nd Reading: July 7, 2025

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Exhibit 'A'
Legal Description

Address: 3326 Royal Ridge Drive

Legal Description: Lot 9, Block A, Breezy Hill Phase IX Addition

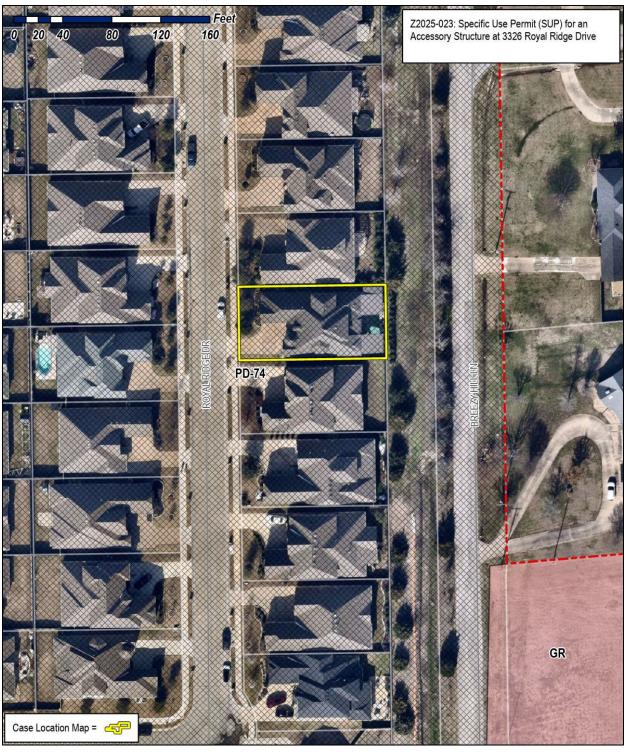
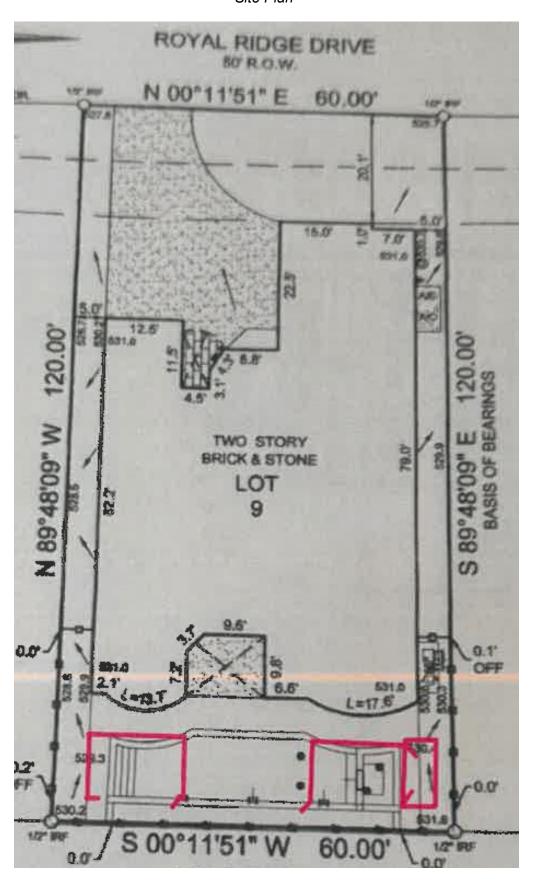


Exhibit 'B'
Site Plan



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Exhibit 'C':Building Rendering



CITY OF ROCKWALL

ORDINANCE NO. 25-34

SPECIFIC USE PERMIT NO. <u>S-365</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING ORDINANCE NO. 23-47 AND THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR OUTDOOR COMMERCIAL AMUSEMENT/RECREATION AND A STRUCTURE EXCEEDING 60-FEET IN HEIGHT IN A COMMERCIAL (C) DISTRICT FOR A GOLF DRIVING RANGE ON A 7.847-ACRE PARCEL OF LAND IDENTIFIED AS LOT 11, BLOCK B, FIT SPORT LIFE ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2.000.00) FOR EACH PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a request has been made by Anthony Winkler of Texas Wedge on behalf of Conor Keilty, AIA of Structured REA-Rockwall Land, LLC for the approval of a Specific Use Permit (SUP) for Outdoor Commercial Amusement/Recreation and a Structure Exceeding 60-Feet in Height in a Commercial (C) District for a Golf Driving Range on a 7.847-acre parcel of land, zoned Commercial (C) District, being identified as Lot 11, Block B, Fit Sport Life Addition, City of Rockwall, Rockwall County, Texas, generally located near the terminus of Fit Sport Life Boulevard, and being more specifically described in Exhibit 'A' of this ordinance, which herein after shall be referred to as the Subject Property and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that *Ordinance No. 23-47* (*S-312*) and the Unified Development Code [*Ordinance No. 20-02*] of the City of Rockwall should be amended as follows:

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

SECTION 1. That the approval of this ordinance shall supersede all requirements stipulated in *Ordinance No. 23-47 (S-312)*.

SECTION 2. That the Unified Development Code [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing for the establishment of a Golf Driving Range with Outdoor Commercial Amusement/Recreation and a Structure Exceeding 60-Feet in Height in a Commercial (C) District as stipulated by Article 04, Permissible Uses, and Article 05, District Development Standards, of the Unified Development Code [Ordinance No. 20-02] on the Subject Property; and

SECTION 3. That the *Subject Property* shall be used and developed only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance and as specifically set forth in Subsection 01.01, *Land Use Schedule*, and Subsection 02.03, *Conditional Land Use Standards*, of Article 04, *Permissible Uses*, and Subsection 04.01, *General Commercial District Standards*, and Subsection 04.05, *Commercial (C) District*, of Article 05, *District Development Standards*, of the Unified Development Code [*Ordinance No. 20-02*] of the City of Rockwall -- as heretofore amended and may be amended in the future -- and with the following conditions:

3.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *Golf Driving Range* and *Outdoor Commercial Amusement/Recreation* on the *Subject Property* and conformance to these requirements is necessary for continued operations:

- 1) The development and operation of a *Golf Driving Range* and *Outdoor Commercial Amusement/Recreation* shall generally conform to the *Concept Plan* depicted in *Exhibit 'B'* of this ordinance.
- 2) The maximum height of the netting and support structures shall not exceed 175-feet and shall generally conform to *Exhibit 'C'* of this ordinance.

3.2 COMPLIANCE

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

- 1) Upon obtaining a Certificate of Occupancy (CO), should the business owner operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (after proper notice) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), Revocation, of Article 11, Development Applications and Review Procedures, of the Unified Development Code (UDC) [Ordinance No. 20-02].
- **SECTION 4.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.
- **SECTION 5.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.
- **SECTION 6.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS* (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.
- **SECTION 7.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. That this ordinance shall take effect immediately from and after its passage. Z2025-024: SUP for Texas Wedge Page | 2 City of Rockwall, Texas Ordinance No. 25-34; SUP # S-365

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 7^{th} DAY OF <u>JULY</u>, <u>2025</u>.

ATTEST:	Tim McCallum, Mayor
Kristy Teague, City Secretary	
APPROVED AS TO FORM:	
Frank J. Garza, City Attorney	
1 st Reading: <u>June 16, 2025</u>	

Page | 3

2nd Reading: July 7, 2025

Exhibit 'A': Legal Description

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

BEGINNING AT A 1/2" IRON ROD FOUND, SAID IRON ROD BEING A NORTHEAST CORNER OF SAID STRUCTURED TRACT, THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO JOWERS, INC., RECORDED IN VOLUME 1215, PAGE 155, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.), AND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO RUSTY WALLIS FAMILY LIMITED PARTNERSHIP #2, RECORDED IN VOLUME 4014, PAGE 173, D.R.R.C.T.;

THENCE S 01°41'51" E, ALONG AN EAST LINE OF SAID STRUCTURED TRACT AND THE WEST LINE OF SAID RUSTY WALLIS TRACT, 345.16 FEET TO A POINT;

THENCE S 71°45'12" W, DEPARTING AN EAST LINE OF SAID STRUCTURED TRACT AND THE WEST LINE OF SAID RUSTY WALLIS TRACT, 505.08 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHERLY, AN ARC LENGTH OF 255.29 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 830.00 FEET, A DELTA ANGLE OF 17°37'23", AND A CHORD BEARING S 89°49'15" W. A DISTANCE OF 254.29 FEET TO A POINT:

THENCE S 81°00'34" W, A DISTANCE OF 305.78 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF FIT SPORT LIFE BOULEVARD (A 60' RIGHT-OF-WAY), BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE NORTHWESTERLY DEPARTING SAID FIT SPORT LIFE BOULEVARD, AN ARC LENGTH OF 31.42 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 90°00'00", AND A CHORD BEARING OF N 53°59'26" W, A DISTANCE OF 28.28 FEET TO A POINT;

THENCE N 08°59'26" W, A DISTANCE OF 356.88 FEET TO A POINT, FROM WHICH A 5/8" IRON ROD FOUND WITH A PINK CAP STAMPED "TXDOT" BEARS S 87°49'28" W, 726.69 FEET, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID STRUCTURED TRACT AND BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF CORPORATE CROSSING (VARIABLE WIDTH RIGHT-OF-WAY) WITH THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 30 (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE N 72°46'09" E, A DISTANCE OF 602.14 FEET TO A POINT IN THE WEST LINE OF SAID JOWERS TRACT AND THE MOST NORTHERLY EAST LINE OF SAID STRUCTURED TRACT;

THENCE S 01°36'16" E, ALONG THE WEST LINE OF SAID JOWERS TRACT AND THE MOST NORTHERLY EAST LINE OF SAID STRUCTURED TRACT, A DISTANCE OF 121.40 FEET TO A POINT, BEING THE SOUTHWEST CORNER OF SAID JOWERS TRACT;

THENCE N 76°34'05" E, ALONG THE SOUTH LINE OF SAID JOWERS TRACT AND THE MOST EASTERLY NORTH LINE OF SAID STRUCTURED TRACT, A DISTANCE OF 540.70 FEET TO THE PLACE OF BEGINNING AND CONTAINING 9.942 ACRES (433,054 SQUARE FEET) OF LAND, MORE OR LESS.

Exhibit 'B': Concept Plan



Z2025-024: SUP for Texas Wedge Ordinance No. 25-34; SUP # S-365

Exhibit 'B': Concept Plan

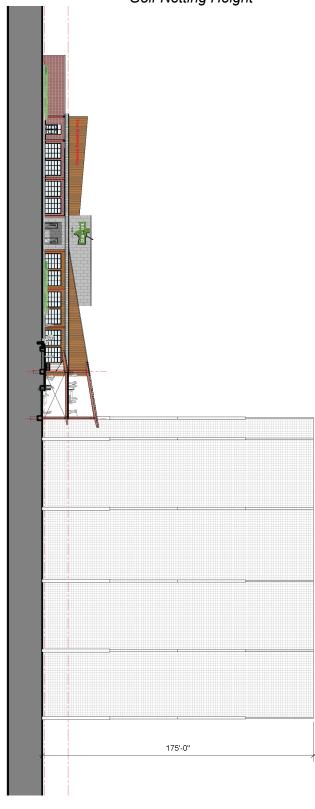


Exhibit 'B':
Concept Plan





WDS



CITY OF ROCKWALL

ORDINANCE NO. 25-35

SPECIFIC USE PERMIT NO. <u>S-366</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A WHOLESALE SHOWROOM FACILITY ON A 1.2220-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 26 OF THE RAINBOW ACRES ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request by Felipe Zanotti on behalf of Ryan Moorman of R. D. Morman, Inc. for the approval of a *Wholesale Showroom Facility* on a 1.2220-acre parcel of land identified as Lot 26 of the Rainbow Acres Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, addressed as 263 Ranch Trail, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

SECTION 1. That the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for a Wholesale Showroom Facility in accordance with Article 04, Permissible Uses, the Unified Development Code (UDC) [Ordinance No. 20-02] on the Subject Property; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 04.05, *Commercial (C) District, and* Subsection 04.01, *General Commercial District Standards*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02] -- as heretofore amended and may be amended in the future -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the construction of a *Wholesale Showroom Facility* on the Subject Property and conformance to these operational conditions are required:

- 1) The development of the *Subject Property* shall generally conform to the *Floor Plan* as depicted in *Exhibit 'B'* of this ordinance.
- 2) The Wholesale Showroom Facility shall not utilize more than 50% of the total floor area for Warehousing.
- 3) There shall be no *Outside Storage* on the *Subject Property*.

2.2 COMPLIANCE

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

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

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

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE $7^{\rm th}$ DAY OF JULY, 2025.

Tim McCallum, Ma	ayor

ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: June 16, 2025

2nd Reading: July 7, 2025

Exhibit 'A': Location Map

<u>LEGAL DESCRIPTION</u>: Lot 26 of the Rainbow Acres Addition <u>ADDRESS</u>: 263 Ranch Trail

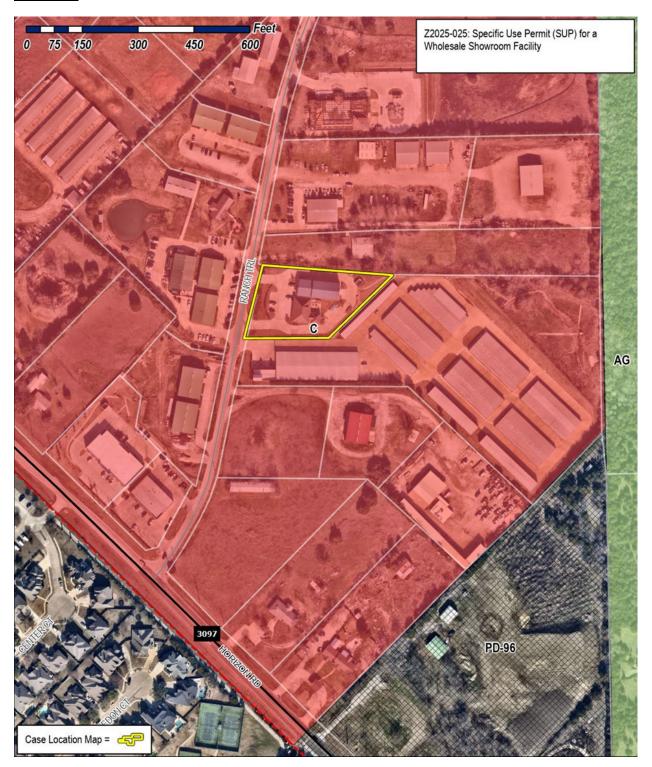
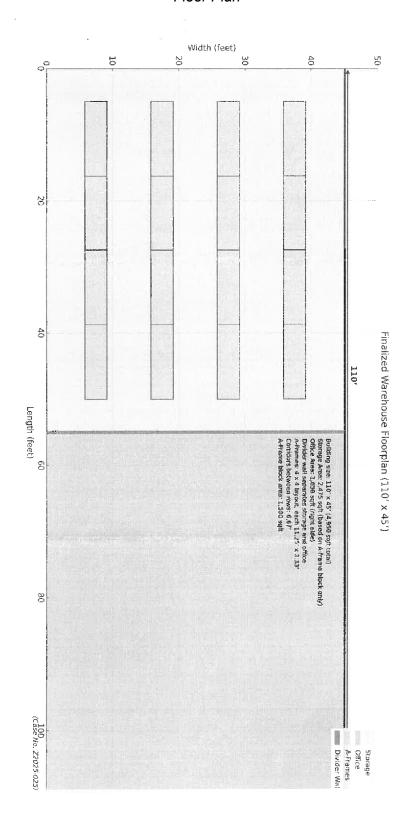


Exhibit 'B': Floor Plan



CITY OF ROCKWALL

ORDINANCE NO. 25-36

SPECIFIC USE PERMIT NO. <u>S-367</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A DETACHED GARAGE ON A 0.7702-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 23, BLOCK A, STONEY HOLLOW ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request by Elijah Tekurio for the approval of a <u>Specific Use Permit (SUP)</u> for a <u>Detached Garage</u> on a 0.7702-acre parcel of land identified as Lot 23, Block A, Stoney Hollow Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, addressed as 2743 Stoney Hollow Lane, and being more specifically described and depicted in <u>Exhibit</u> 'A' of this ordinance, which herein after shall be referred to as the <u>Subject Property</u> and incorporated by reference herein; and

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

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

SECTION 1. That the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for a *Detached Garage* in accordance with Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] on the *Subject Property*; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 03.01, *General Residential Standards*, and Subsection 07.04, Accessory Structure Development Standards, of Article 05, District Development Standards, of the Unified Development Code (UDC) [Ordinance No. 20-02] -- as heretofore amended and may be amended in the future -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

City of Rockwall, Texas

The following conditions pertain to the construction of a *Detached Garage* on the *Subject Property* and conformance to these operational conditions are required:

- 1) The development of the *Detached Garage* shall generally conform to the <u>Site Plan</u> as depicted in *Exhibit 'B'* of this ordinance.
- 2) The *Detached Garage* shall generally conform to the *Building Elevations* as depicted in *Exhibit* 'C' of the Specific Use Permit (SUP) ordinance.
- 3) The Detached Garage shall not exceed a maximum size of 840 SF.
- 4) The *Detached Garage* shall not be sold or conveyed separately from the single-family home without meeting the requirements of the zoning district and subdivision ordinance.
- 5) Prior to the acceptance of the *Detached Garage*, the existing accessory structure shall be removed from the subject property.
- 6) No additional *Detached Garages* or *Accessory Buildings* may be constructed on the *Subject Property*.

2.2 COMPLIANCE

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

- 1) Upon obtaining a *Building Permit*, should the contractor operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].
- **SECTION 3.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.
- **SECTION 4.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.
- **SECTION 5.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS* (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.
- **SECTION 6.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

Z2025-026: SUP for 2743 Stoney Hollow Lane Ordinance No. 25-36; SUP # S-367 **SECTION 7.** That this ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 7^{TH} DAY OF JULY, 2025.

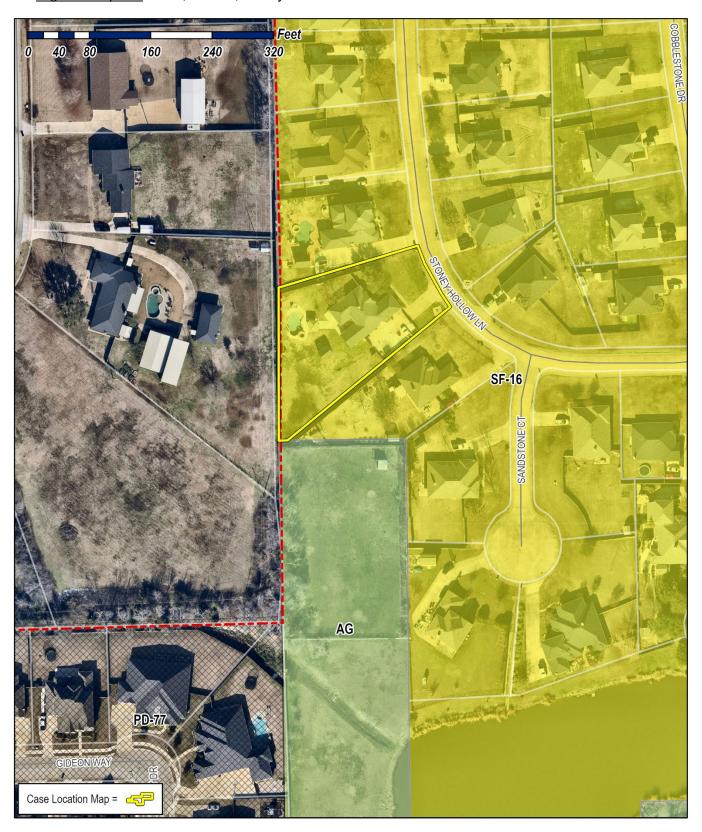
	Tim McCallum, Mayor	
ATTEST:		
Kristy Teague, City Secretary		
APPROVED AS TO FORM:		
Frank J. Garza, City Attorney		
1 st Reading: <u>June 16, 2025</u>		

2nd Reading: July 7, 2025

Exhibit 'A': Location Map

Address: 2743 Stoney Hollow Lane

<u>Legal Description:</u> Lot 23, Block A, Stoney Hollow Addition



Z2025-026: SUP for 2743 Stoney Hollow Lane Ordinance No. 25-36; SUP # S-367

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City of Rockwall, Texas

Exhibit 'B':
Site Plan

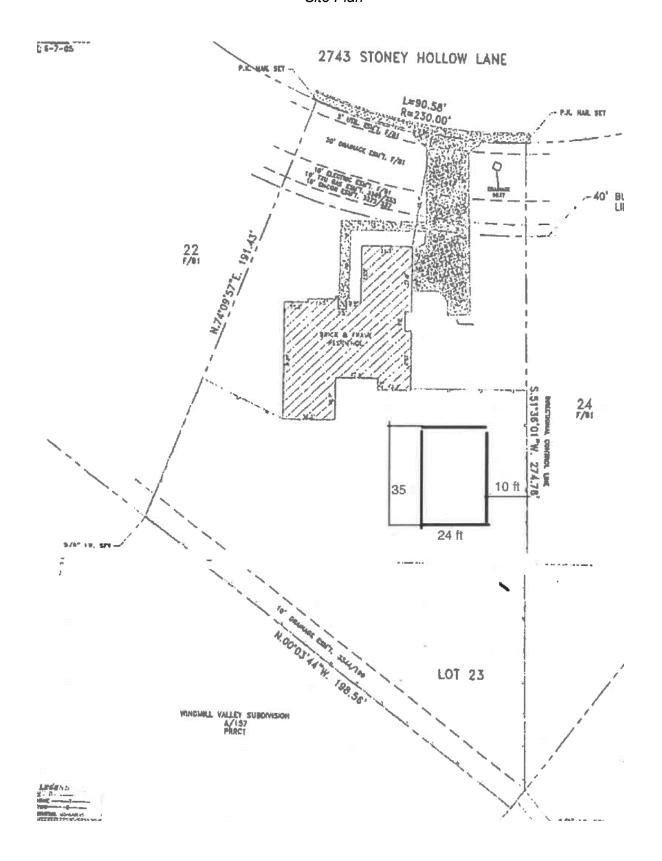
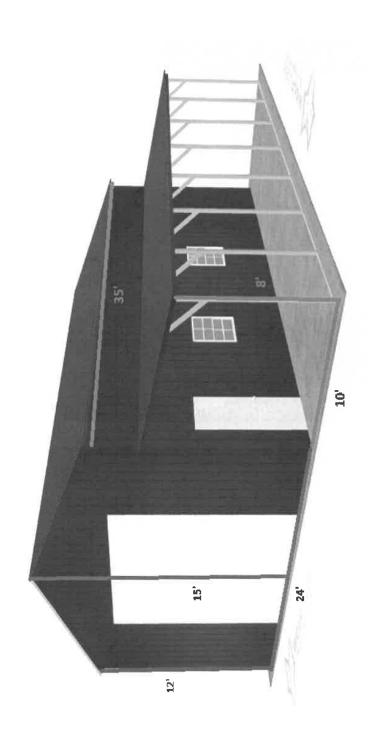


Exhibit 'C': Building Elevations



CITY OF ROCKWALL

ORDINANCE NO. 25-37

SPECIFIC USE PERMIT NO. <u>S-368</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL. TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A CHURCH/HOUSE OF WORSHIP AND A BUILDING THAT EXCEEDS 25,000 SF IN A GENERAL RETAIL (GR) DISTRICT ON A 7.052-ACRE PARCEL OF LAND IDENTIFIED LOT 28 OF THE SKYVIEW COUNTRY ESTATES NO.3 ADDITION. CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS: PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS **PROVIDING** FOR A (\$2.000.00) FOR EACH OFFENSE: SEVERABILITY CLAUSE: PROVIDING FOR A REPEALER CLAUSE: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a request has been made by Grayson Hughes of Sutherland King Consulting, LLC on behalf of Felix Tan of Ridgeview Church for the approval of a <u>Specific Use Permit (SUP)</u> for a <u>Church/House of Worship</u> and that exceeds 25,000 SF in a General Retail (GR) District on a 7.052-acre parcel of land identified as Lot 28 of the Skyview Country Estates No. 3 Addition, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, addressed as 1362 FM-552, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

SECTION 1. That the Unified Development Code [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing for the establishment of a Church/House of Worship as stipulated by Article 04, Permissible Uses, of the Unified Develop

ment Code [Ordinance No. 20-02] and a building that exceeds 25,000 SF in a General Retail (GR) District as stipulated by Article 05, District Development Standards, of the Unified Development Code [Ordinance No. 20-02] on the Subject Property; and

SECTION 2. That the *Subject Property* shall be used and developed only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance and as specifically set forth in Subsection 01.01, *Land Use Schedule*, of Article 04, *Permissible Uses*, and Subsection 04.04, *General Retail District*, and Subsection 04.01, *General Commercial District Standards*, of Article

Z2025-027: SUP for 1362 FM-552 Ordinance No. 25-37; SUP # S-368 City of Rockwall, Texas

05, District Development Standards, of the Unified Development Code [Ordinance No. 20-02] of the City of Rockwall -- as heretofore amended and may be amended in the future -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *Church/House of Worship* on the *Subject Property* and conformance to these requirements is necessary for continued operations:

- 1) The proposed expansion of the *Church/House of Worship* shall be architecturally compatible in design and materials to the existing *Church/House of Worship* and shall generally conform to the *Conceptual Building Elevations* depicted in *Exhibit 'B'* of this ordinance.
- 2) The proposed *Church/House of Worship* shall generally conform to the *Site Plan and Floor Plan* depicted in *Exhibit 'C'* of this ordinance.
- 3) A 20-foot landscape buffer, with a berm, and three (3) tiered screening (i.e. three [3] individual tiers of small to mid-sized shrubs, large shrubs or accent trees, and canopy trees) shall be provided adjacent to the northern property line for the purpose of providing screening from the residential properties north of the subject property. In areas where there are existing buildings, the Planning and Zoning Commission may approve deviations to the size and composition of the buffer as part of the Site Plan review process.
- 4) Increased landscaping shall be provided adjacent to the proposed parking lot along FM-552 and Breezy Hill Road. The increased landscaping shall be reviewed by the Planning and Zoning Commission as part of the Site Plan review process.
- 5) The proposed Church/House of Worship shall not exceed a total building size of 54,000 SF.
- 6) The two (2) existing 1,560 SF portable classrooms shall be removed from the property prior to the issuance of a new Certificate of Occupancy (CO) for the expansion of the *Church/House of Worship*.
- 7) The *Church/House of Worship* shall dedicate a 20-foot utility easement along the entire frontage of FM-552.

2.2 COMPLIANCE

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

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

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

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

Z2025-027: SUP for 1362 FM-552 Ordinance No. 25-37; SUP # S-368 Page | 2

City of Rockwall, Texas

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 7^{TH} DAY OF JULY, 2025.

	Tim McCallum, Mayor
ATTEST:	
Kristy Teague, City Secretary	
APPROVED AS TO FORM:	
Frank J. Garza, City Attorney	
1 st Reading: June 16, 2025	

2nd Reading: July 7, 2025

Exhibit 'A': Location Map

Address: 1362 FM-552

Legal Description: Lot 28 of the Skyview Country Estates No. 3 Addition

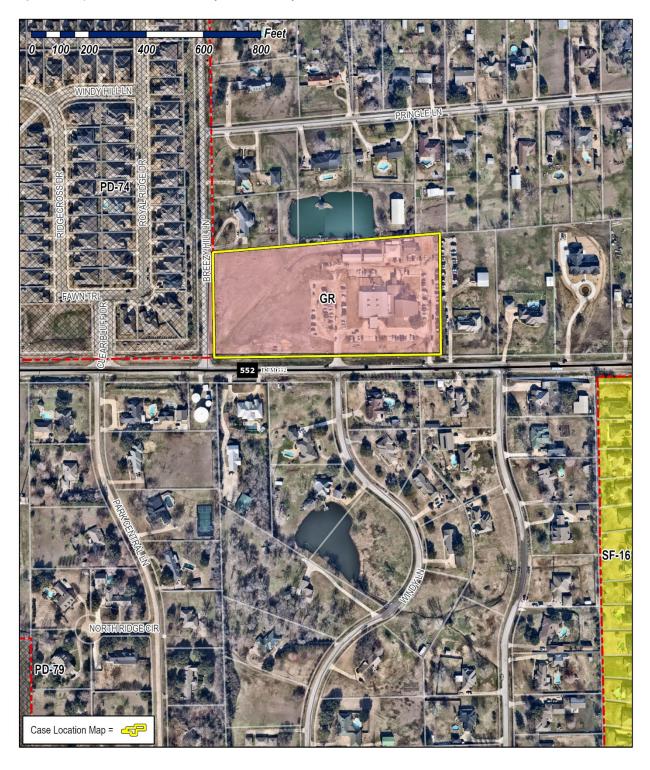


Exhibit 'B': Conceptual Building Elevations

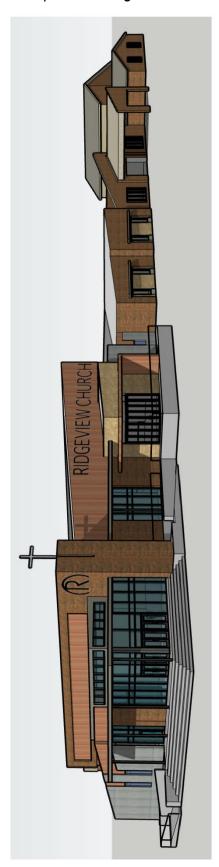
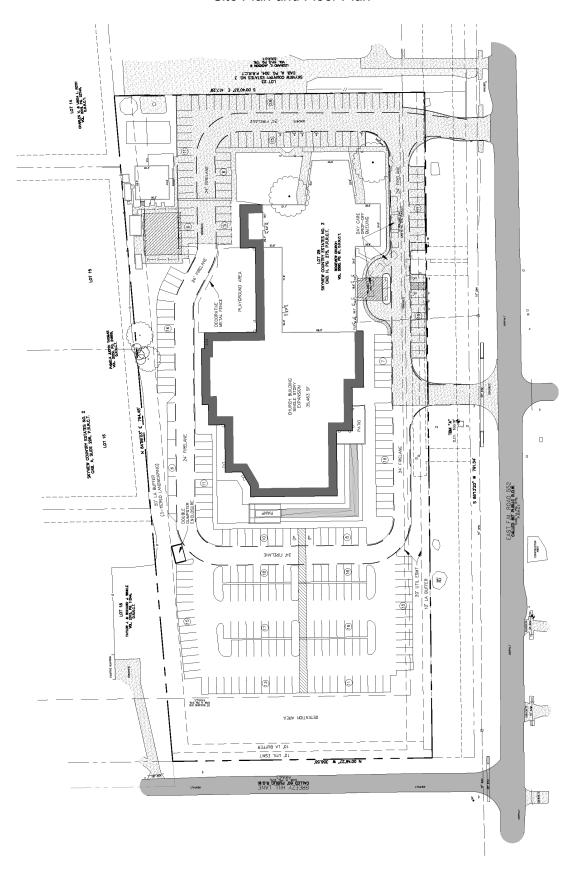
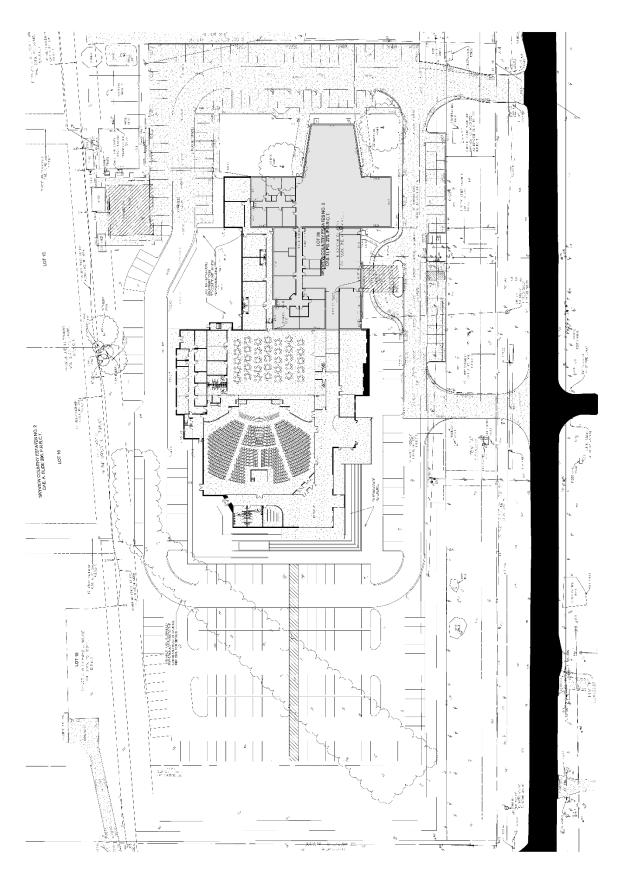


Exhibit 'C':Site Plan and Floor Plan



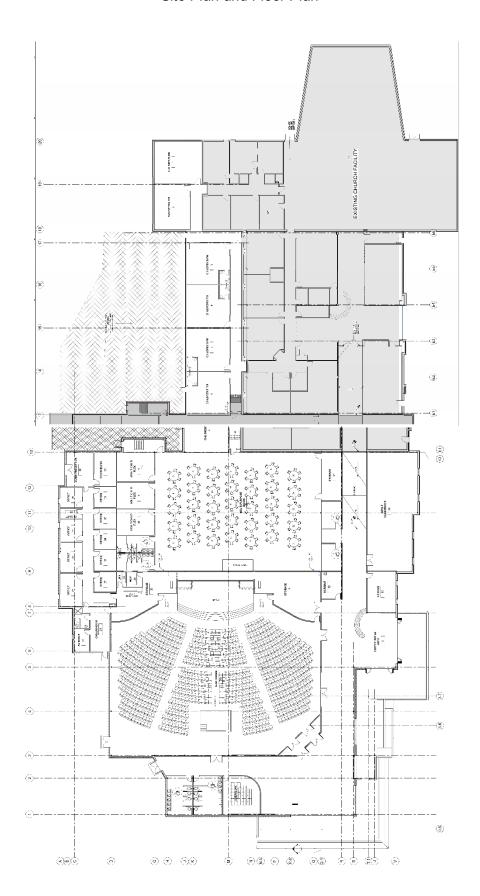
Z2025-027: SUP for 1362 FM-552 Ordinance No. 25-37; SUP # S-368

Exhibit 'C':Site Plan and Floor Plan



Z2025-027: SUP for 1362 FM-552 Ordinance No. 25-37; SUP # S-368

Exhibit 'C':Site Plan and Floor Plan



Z2025-027: SUP for 1362 FM-552 Ordinance No. 25-37; SUP # S-368

CITY OF ROCKWALL

ORDINANCE NO. <u>25-38</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS AMENDING PLANNED DEVELOPMENT DISTRICT 37 (PD-37) [ORDINANCE NO. 92-44 & 99-44] AND THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, **FOR** THE PURPOSE OF **AMENDING** DEVELOPMENT DISTRICT 37 (PD-37) BEING A ~7.10-ACRE TRACT OF LAND IDENTIFIED AS LOTS 1 & 2 OF THE DIRKWOOD ESTATES ADDITION, CITY OF ROCKWALL, **ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED** AND DEPICTED HEREIN BY EXHIBIT 'A' OF THIS ORDINANCE: PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Hailee Handy on behalf of John Liu, requesting the approval of an amendment to Planned Development District 37 (PD-37) [Ordinance No. 92-44 & 99-44] being a ~7.10-acre tract of land identified as Lots 1 & 2 of the Dirkwood Estates Addition, City of Rockwall, Rockwall County, Texas, more fully described and depicted in *Exhibit 'A'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that Planned Development District 37 (PD-37) [Ordinance No. 92-44 & 99-44] and the Unified Development Code [Ordinance No. 20-02] should be amended as follows:

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

SECTION 1. That the approval of this ordinance shall supersede all requirements stipulated in *Ordinance No.'s* 92-44 & 99-44;

SECTION 2. That the *Subject Property* shall be used only in the manner and for the purposes authorized by this Planned Development District ordinance and the Unified Development Code [*Ordinance No. 20-02*] of the City of Rockwall as heretofore amended, as amended herein by granting this zoning change, and as maybe amended in the future;

SECTION 3. That development of the *Subject Property* shall generally be in accordance with the *Concept Plan*, described in *Exhibit 'B'* of this ordinance, attached hereto and incorporated herein

by reference as *Exhibit 'B'*, which is deemed hereby to be a condition of approval of the amended zoning classification for the *Subject Property*;

SECTION 4. That development of the *Subject Property* shall generally be in accordance with the *PD Development Standards*, described in *Exhibit 'C'* of this ordinance, attached hereto and incorporated herein by reference as *Exhibit 'C'*, which is deemed hereby to be a condition of approval of the amended zoning classification for the *Subject Property*;

SECTION 5. That the official zoning map of the City of Rockwall, Texas be corrected to reflect the change in zoning described here in.

SECTION 6. 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 7. 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. 20-02*], 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 8. The standards in this ordinance shall control in the event of a conflict between this ordinance and any provision of the Unified Development Code [*Ordinance No. 20-02*] of any provision of the *City Code*, ordinance, resolution, rule, regulation, or procedure that provides a specific standard that is different from and inconsistent with this ordinance. References to zoning district regulations or other standards in the Unified Development Code [*Ordinance No. 20-02*] (*including references to the Unified Development Code*), and references to overlay districts, in this ordinance or any of the *Exhibits* hereto are those in effect on the date this ordinance was passed and approved by the City Council of the City of Rockwall, Texas;

SECTION 9. 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 7^{TH} DAY OF JULY, 2025.

	Tim McCallum, Mayor
ATTEST:	
Kristy Teague, City Secretary	

APPROVED AS TO FORM:

Frank I Carra City Attamasy

Frank J. Garza, City Attorney

1st Reading: <u>June 16, 2025</u>

2nd Reading: July 7, 2025

EXHIBIT 'A':

Legal Description and Survey

BEING 6.46 acres of land situated in Abstract 71, W.G. Dewees Survey in the County of Rockwall, Texas and being more particularly described by metes and bounds as follows:

BEGINNING in the Northwest corner of the Dirkwood Estates Addition, RCAD#33904, 33905, and 82651 (NAD83 Texas State Plane GPS Coordinate (Grid): E 2,591,914.692, N 7,039,989.875 Feet);

THENCE South 00°-48'-32" East, along the Western boundary of the Dirkwood Estates Addition, a distance of 401.75 feet for a corner;

THENCE North 88°-55'-30" East, a distance of 700.819 feet for a corner;

THENCE North 00°-58'-01" West, along the Western Right of Way of North Goliad Street, a distance of 401.743 feet for a corner;

THENCE South 88°-55'-31" West, a distance of 699.711 feet to the **POINT OF BEGINNING AND CONTAINING** 6.46 acres of land (281,300.699 square feet) more or less.

EXHIBIT 'A':Legal Description and Survey

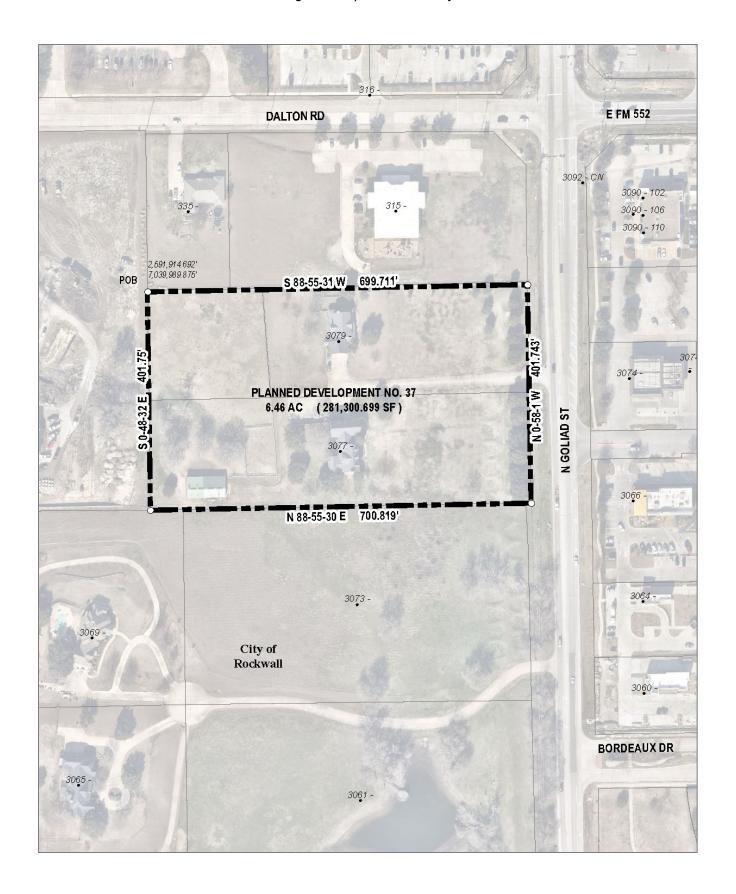
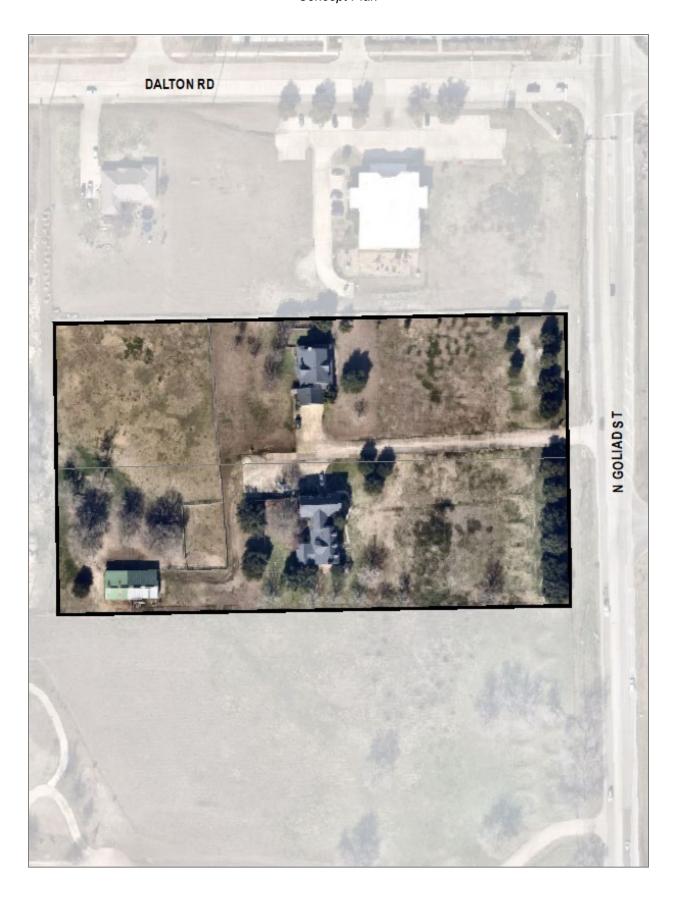


EXHIBIT 'B':Concept Plan



Z2025-028: Amendment to PD-37 Ordinance No. 25-38; PD-37

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EXHIBIT 'C':

District Development Standards

Development Standards.

- (1) <u>Purpose</u>. The purpose of this amendment to Planned Development District 37 (PD-37) is to supersede *Ordinance No.'s* 92-44 & 99-44, and add *Medical Office* as a permitted land use within the district; however, this ordinance does not change the intent established by *Ordinance No.'s* 92-44 & 99-44.
- (2) <u>Permitted Uses</u>. Unless specifically provided by this Planned Development District, only those land uses permitted within the Single Family 16 (SF-16) District, as stipulated by the *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the Unified Development Code [Ordinance No. 20-02] of the City of Rockwall as heretofore amended, as amended herein by granting this zoning change, and as maybe amended in the future, are allowed on the *Subject Property*; however, the following land uses and conditional land use standards shall be permitted on the *Subject Property*:

The following land uses shall be permitted *by-right* on the Subject Property:

☑ Home Occupation¹

NOTES:

- 1: <u>Home Occupation</u>. A <u>Home Occupation</u>, as an accessory land use to a single-family home, shall be permitted subject to the following conditions:
 - (1) The *Home Occupation* use shall be limited to the following professional services:
 - ☑ Attorney
 - ✓ Insurance
 - Financial Planning
 - ☑ Accounting
 - ☑ Medical Office

<u>NOTE</u>: A *Medical Office* allowing *General Personal Services* (e.g. *Aesthetician*) and *Massage Therapist* as ancillary land uses shall be permitted as an accessory land use to a single-family home subject to the *Home Occupation* requirements of this ordinance.

- (2) A *Home Occupation* use shall be accessory to the single-family home, and shall be operated by the resident of the home.
- (3) No more than three (3) employees, in addition to the home owner, shall occupy the building at any given period.
- (4) The Accessory Use shall be limited to the area within a single-family home as delineated on the Concept Plan contained in Exhibit 'B' of this ordinance.
- (5) Any business -- Home Occupation or otherwise -- shall require a Certificate of Occupancy (CO) from the City of Rockwall.
- (3) <u>Density and Dimensional Requirements</u>. All properties within the boundaries of this Planned Development District as described and depicted in *Exhibit 'A'* of this ordinance shall be subject to the density and dimensional requirements stipulated for properties in a Single-Family 16

EXHIBIT 'C':

District Development Standards

- (SF-16) District as specified in Article 05, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall as heretofore amended, as amended herein by granting this zoning change, and as maybe amended in the future.
- (4) <u>Grazing Animals</u>. There shall be no more than four (4) horses housed, boarded, raised, or trained within Planned Development District 37 (PD-37) as described and depicted in *Exhibit* 'A' of this ordinance.



MEMORANDUM

TO:

Rockwall City Council

FROM:

Joey Boyd, Assistant City Manager

DATE:

June 27, 2025

SUBJECT: Kyle Drive Parking Ordinance

In June, staff prepared and presented an ordinance for City Council consideration that prohibits parking on Kyle Drive. There was then further discussion related to where student athletes would park when arriving early in the morning for practice if no parking was available on Kyle Drive.

Mayor Pro Tem Moeller and staff met with Rockwall High School Principal, Mr. Steinberger and discussed this concern. He explained that their security protocol requires a coach or teacher to be at the door in the morning to let students in the facility that are arriving for athletic practice. Additionally, the campus is lighted well, and depending on the season, other athletes arriving early park in the main student parking lot and use the main entrance to the gym.

Based on discussions with Mr. Steinberger, it is proposed to restrict parking on the west side of Kyle Drive adjacent to the high school from Yellowjacket Lane to the I-30 service road between 8:30 AM and 4:30 PM while school is in session. The east side of Kyle Drive will be open for athletes arriving early and for other students coming to and from campus throughout the day.

Upon approval, the City will work with the RISD to bring awareness and education to this change before the new school year.

CITY OF ROCKWALL

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE MUNICIPAL CODE ORDINANCES OF THE CITY OF ROCKWALL, BY AMENDING SECTION 26-505, PROHIBITED IN SPECIFIC PLACES, OF ARTICLE VII, STOPPING, STANDING OR PARKING, OF CHAPTER 26, MOTOR VEHICLES AND TRAFFIC, TO INCORPORATE NO PARKING ON THE WEST SIDE OF KYLE DRIVE FROM 8:30 AM TO 4:30 PM WHILE ROCKWALL HIGH SCHOOL IS IN SESSION AS DEPICTED IN EXHIBT 'A' OF THIS ORDINANCE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Rockwall, Texas, a *Home Rule City*, by State Law and the City's Charter is permitted to establish ordinances to protect the health, safety and general welfare of its residents; and,

WHEREAS, the City has exclusive control and power over the streets, alleys, and public grounds and highways of the City pursuant to Transportation Code §311.001, as it may be amended; and,

WHEREAS, because of the traffic and parking along Kyle Drive that creates a safety concern, the City Council of the City of Rockwall, Texas has directed staff to prepare an ordinance establishing prohibited parking limits on Kyle Drive during specific hours while Rockwall High School is in session;

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

SECTION 1. Findings. That the recitals are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

SECTION 2. That the Section 26-505, *Prohibited in Specified Places*, of Article VII, *Stopping, Standing or Parking*, of Chapter 26, *Motor Vehicles and Traffic*, of the Code of Ordinances be hereby amended to henceforth to read in its entirety as follows:

SECTION 26-505: Prohibited in specified places

- (a) An operator may not stop, stand, or park a vehicle:
 - (1) On the roadway side of a vehicle stopped or parked at the edge or curb of a street;
 - (2) On a sidewalk;
 - (3) In an intersection;
 - (4) On a crosswalk;
 - Between a safety zone and the adjacent curb or within 30 feet of a place on the curb immediately opposite the ends of a safety zone, unless the governing body of a municipality designates a different length by signs or markings:
 - (6) Alongside or opposite a street excavation or obstruction if stopping, standing or parking the vehicle would obstruct traffic;
 - (7) On a bridge or other elevated structure on a highway or in a highway tunnel;
 - (8) On a railroad track;
 - (9) Where an official sign prohibits stopping:
 - (10) On Clark Street, between Williams and E. Boydstun, or Fannin Street, between Washington and E. Boydstun, except within the parking niches outside the main roadway lanes;
 - (11) On either side of Summer Lee Drive from FM 740 (Ridge Road) west to the western right-of-way line of Bourbon Street Circle; or
 - (12) On either side of Springer Road, Corporate Crossing, Discovery Boulevard, Data Drive, Capital Boulevard, Research Circle, Observation Trail, Science Place, Technology Way, and Innovation Drive.

- (13) On either side of South Lakeshore Drive from State Highway 66/West Rusk to the intersection of South Lakeshore Drive and Summit Ridge Drive, except within the parking niches outside the main roadway lanes:
- (14) On either side of Summit Ridge Drive from the Farm to Market 740/Ridge Road to the intersection of South Lakeshore Drive and Summit Ridge Drive, except within the parking niches outside the main roadway lanes;
- (15) N. Goliad Street [SH-205] from FM-552 to the John King Boulevard, and Shenandoah Lane from All Angels Hill Lane to its eastern terminus of Shenandoah Lane; or
- (16) On the west side of Kyle Drive between Yellow Jacket Lane and I-30 Frontage from 8:30 AM to 4:30 PM, Monday through Friday while Rockwall High School is in session.
- (b) All emergency vehicles shall be exempt from the restrictions set forth in subsection (a) of this section. Emergency vehicles shall include ambulances, fire trucks and equipment, paramedic vehicles, police vehicles and all governmental vehicles used for necessary governmental purposes.
- (c) Any vehicle actively used for construction or repair work in the Rockwall Technology Park shall be exempt from the restrictions set forth in subsection (a) of this section.
- (d) The City Manager or his designee shall provide for appropriate notice and signage for the parking restrictions as contained in this section. The City Manager or his designee shall also be authorized to issue citations and perform other enforcement provisions in accordance with this chapter.
- (e) No person shall move a vehicle not lawfully under his control into any such prohibited area or away from a curb such a distance as is unlawful.
- **SECTION 3.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict;
- **SECTION 4.** That the Code of the City of Rockwall, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance;
- **SECTION 5.** That should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby, and to this end the provisions of this ordinance are declared to be severable;
- **SECTION 6.** That this ordinance shall take effect immediately from and after its publication of the caption of said ordinance as the law in such cases provides and upon the installation of signs prohibiting parking during the hours and days outlined in the ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 21st DAY OF JULY, 2025.

ATTEST:	Tim McCallum, Mayor
Kristy Teague, City Secretary	1 st Reading: <u>07/07/2025</u> 2 nd Reading: <u>07/21/2025</u>
APPROVED AS TO FORM:	
Frank J. Garza, City Attorney	



MEMORANDUM

TO: Mayor and City Council Members

FROM: Kristy Teague, City Secretary/Asst. to the City Manager

DATE: July 7, 2025

SUBJECT: Interlocal Agreement (ILA) with NCT9-1-1 for Regional 911 Services

This is a standard, recurring interlocal agreement that the City routinely enters into related to the provision of 9-1-1 services. City Manager, Mary Smith is available to answer any questions Council may have.

ATTACHMENTS:

1. E-911 Agreement



INTERLOCAL AGREEMENT BETWEEN THE NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT AND

City of Rockwall
FOR REGIONAL 9-1-1 SERVICE

Section 1: Parties and Purpose

- 1.1. The North Central Texas Emergency Communications District (hereinafter "NCT9-1-1") is a regional emergency communications district and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Subchapter H, Chapter 772, as amended. NCT9-1-1 develops an annual budget to operate and maintain 9-1-1 service within the district.
- 1.2. City of Rockwall (hereinafter "Public Agency") is a local government that operates an Emergency Communications Center ("ECC") that participates in NCT9-1-1 as authorized by Texas Health and Safety Code Chapter 772.
- 1.3. This Interlocal Agreement is entered into between NCT9-1-1 and Public Agency pursuant to Texas Government Code Chapter 791 so that NCT9-1-1 can operate and maintain the systems utilized for the provision of 9-1-1 emergency communications services. For purposes of carrying out NCT9-1-1's duties and obligations under this agreement, the parties understand and agree that references to NCT9-1-1 includes its employees, officers, directors, volunteers, agents (including North Central Texas Council of Governments, hereinafter "NCTCOG"), and their representatives individually, officially, and collectively.

Section 2: Rights and Duties of the Public Agency

The Public Agency will:

2.1 Financial/Insurance

- 2.1.1. Return or reimburse NCT9-1-1 any 9-1-1 funds used in noncompliance with applicable laws and/or rules within 60 days after the discovery of noncompliance and notice to the Public Agency of such noncompliance, unless an alternative repayment plan is approved, in writing, by both parties.
- 2.1.2. (May be required to) reimburse NCT9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the ECC, as well as acts of force majeure. This provision does not include ordinary wear and tear or day-to-day use of the equipment.
- 2.1.3. Maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to Public Agency and all 9-1-1 funds spent by such Public Agency for 9-1-1 service, with specific detail for 9-1-1 funds received.
- 2.1.4. Purchase and maintain adequate insurance policies on all 9-1-1 equipment in amounts enough to provide for the full replacement of such equipment in cases of loss due to anything other than daily use and normal wear and tear. Public Agency shall name NCT9-1-1 and NCTCOG, including their representatives and

agents, as an additional insured or equivalent under the Public Agency's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that NCT9-1-1 and/or NCTCOG may seek coverage upon demand by NCT9-1-1 and/or NCTCOG in the event of a covered claim. Public Agency shall provide proof of coverage at the request of NCT9-1-1.

2.2. Equipment and Inventory

2.2.1 Report any lost, stolen, or nonfunctioning equipment in writing to NCT9-1-1 immediately upon discovery.

2.3. Security

- 2.3.1. To obtain login credentials for NCT9-1-1 equipment, ECCs are required to adhere to the Texas CJIS Systems Access Policy (Attachment A).
- 2.3.2. Protect all NCT9-1-1 provided equipment by implementing measures that secure the premises (including equipment room) of its ECC against unauthorized entrance or use.
- 2.3.3. Operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the ECC's Call Handling Equipment (CHE) or workstations.
- 2.3.4. Refrain from touching or relocating NCT9-1-1 equipment within the rack/cabinet without written consent from NCT9-1-1.
- 2.3.5. Refrain from attaching or integrating any hardware device (i.e. external storage devices and cell phones to USB for charging purposes, KVM devices, UPS devices) or software application without prior written approval of NCT9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCT9-1-1.
- 2.3.6. Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.
- 2.3.7. Ensure each person who is authorized to receive, store, process, and/or transmit CHE information has a unique identification login and be logged into such equipment identifying their legitimacy for use.
- 2.3.8. Not enter into agreements with third parties that involve access or interaction with the 9-1-1 system without prior vetting and approval from NCT9-1-1. Additionally, ECCs must provide NCT9-1-1 with complete contact information, including emergency support numbers, for any third-party vendors. NCT9-1-1 will not be responsible for support applications/services purchased directly by the ECC.
- 2.3.9. Do not directly contract with vendors whose systems are required to integrate with the 9-1-1 system without prior review and approval from NCT9-1-1.

2.4. Maintenance

2.4.1. Ensure areas where NCT9-1-1 equipment is installed are clean and allows for unobstructed access by the NCT9-1-1 Technology Team.

- 2.4.2. (Whenever possible) Provide at least a two-week notice in writing to NCT9-1-1's Technology Team regarding any maintenance that could adversely affect 9-1-1 operations.
- 2.4.3. Have a commercial power backup generator in order to maintain the building housing your ECC and in order to maintain 9-1-1 availability. NCT9-1-1 provides Uninterruptable Power Supply (UPS) unless declined by the ECC. Small individual UPS at each position is strictly prohibited.
- 2.4.4. Provide at least a 48-hour notice in writing to NCT9-1-1's Technology Team prior to work commencing on any scheduled maintenance on commercial power backup generators.
- 2.4.5. Notify NCT9-1-1's Technology Team immediately of any power or generator outages greater than 15 minutes. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.
- 2.4.6. Notify NCT9-1-1's Technology Team of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:
 - a. Via telephone by calling (888) 311-3911
 - b. Via email to Support@NCT911.org
 - c. Via the Trouble Ticket System (accessed by Self-Service Center located on the browser tabs)
 - d. Via the website at https://SSC.NCT911.org (only works with issued credentials)
- 2.4.7. Complete at minimum one preventive maintenance (PM) on generators and automatic transfer switch (ATS), and one generator and full load test per year. Test generators at least monthly to ensure that all NCT9-1-1 equipment remains functional. Report generator maintenance by providing maintenance logs to NCT9-1-1 within 30 days.
- 2.4.8. Maintain 24/7/365 availability for NCT9-1-1 staff to perform maintenance or NCT9-1-1 related business.

2.5. Training

- 2.5.1. Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.
- 2.5.2. Ensure that 9-1-1 ECC Supervisors/Managers (or designee) attend the ECC Supervisors' Meeting. NCT9-1-1 offers at least three ECC Supervisors' meetings per year and a minimum attendance of two meetings per year is required for each ECC.
- 2.5.3. Ensure ECC Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times. Make up sessions can be scheduled if ECC scheduling does not allow personnel to attend their designated time slot.
- 2.5.4. May request the use of training facilities by sending an email to 911OpsTeam@NCT911.org specifying the date of request, time of request and type of resources needed.
- 2.5.5. Ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6. Facilities

- 2.6.1. Meet prescribed equipment room requirements (Attachment B). Any expenses associated with this requirement are the responsibility of the Public Agency.
- 2.6.2. Ensure areas with 9-1-1 equipment maintain a temperature between 65-85 degrees Fahrenheit.
- 2.6.3. Ensure area around NCT9-1-1 equipment remains clean. Do not stack equipment or store items on top of NCT9-1-1 equipment.
- 2.6.4. Ensure 9-1-1 equipment room and communications area complies with the Americans with Disabilities Act of 1990.
- 2.6.5. Provide access to NCT9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.
- 2.6.6. Maintain facilities in a manner to ensure that equipment remains in functioning order. This includes, but is not limited to, HVAC and rodent extermination. The ECC is responsible for the cost of replacement should the equipment become non-functioning due to ECC's negligence.

2.7. Moves and Remodels

- 2.7.1. Bear full responsibility for the costs of moving or constructing microwave towers that meet 9-1-1 service requirements. The consequences of failing to meet these requirements shall be subject to further agreement and penalties.
- 2.7.2. Complete any moves or remodels in accordance with the NCT9-1-1 Technical Requirements for Moves and Remodels (Attachment C).

2.8. Supplies

2.8.1. Purchase supplies such as printer paper, printer ink, cleaning materials, and other expendable items necessary for the continuous operations of its ECCs.

2.9. Monitoring/Reporting/Compliance

- 2.9.1. Provide NCT9-1-1 staff access to all 9-1-1 equipment located in the equipment room and the 9-1-1 communications area within fifteen (15) minutes of access being requested.
- 2.9.2. Participate in quarterly monitoring ECC site visits conducted by NCT9-1-1. Site visits are unannounced due to staff's continuous travel throughout the 9-1-1 service area and to ensure compliance with this document.
- 2.9.3. Maintain and provide an up-to-date contact list to NCT9-1-1 for purposes of upgrade notifications and other related communications. It is preferred that the contact list be in the form of a distribution email that reaches multiple contacts within the ECC.

2.10. Media Relations

- 2.10.1. Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to NCT9-1-1. Public Agency should first coordinate with NCT9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.
- 2.10.2. Not disclose ECC correspondence that NCT9-1-1 has clearly noted as proprietary or confidential, unless required to do so by law.
- 2.10.3. Refer media directly to NCT9-1-1 for discussions related to NCT9-1-1 technology and other NCT9-1-1 service or program specific questions.
- 2.10.4. Promptly notify NCT9-1-1 in the event of any change to their Public Information Officer (PIO) designation.

2.11. Operations

- 2.11.1. Sign the contingent ECC agreement provided by NCT9-1-1 and provide at NCT9-1-1's request. Changes to contingent ECCs must be approved by NCT9-1-1.
- 2.11.2. Receive and process 9-1-1 calls within an identified service area, defined as the geographic area within which a 9-1-1 placed is answered at the associated ECC. As part of the contingency plan, if an ECC requests another ECC to receive their 9-1-1 calls, NCT9-1-1 requires an official notification on department letterhead from both the requesting and participating ECC indicating the agreement to handle 9-1-1 calls during an established time period. The official notification must be signed by both ECC's administration (i.e. police chief or sheriff). This does not apply to ad-hoc routing.
- 2.11.3. Delegate ECC supervisory personnel or a designee and provide related contact information (to include after hour contact information) as a single point of contact for NCT9-1-1. An ECC's primary point of contact or designee must be a licensed public safety official (i.e. police, fire, EMS, or 9-1-1 communications).
- 2.11.4. Provide a minimum of 180 days' prior notice of any facility moves, adds, or changes that affect the 9-1-1 system.
- 2.11.5. If no calls have been received by the end of the current shift, test all 9-1-1 CHE for proper operation of wireless and wireline calls. Test the following for proper operation and user familiarity at least once a month: texts to 9-1-1 (if applicable), TDD, and TTYs (i.e. 9-1-1 transfers to 10-digit telephone number).
- 2.11.6. NCT9-1-1 recommends power cycles (reboot not shutdown) each 9-1-1 position at least once week.
- 2.11.7. NCT9-1-1 recommends logging all TDD/TTY calls and test calls.
- 2.11.8. Complete surveys distributed by NCT9-1-1 in a timely manner.
- 2.11.9. Ensure training bulletins and change management notifications provided by NCT9-1-1 are disseminated to all ECC personnel.

- 2.11.10. Admin lines supplied by NCT9-1-1 are to be used solely for ANI callback and should not be disseminated.
- 2.11.11. In the event of a service provider failure, must maintain at least one 10-digit telephone number for emergency use that is not part of the Public Agency's interactive voice response (IVR) systems to be used for receiving 9-1-1 transfer calls and default routing. These numbers shall be answered by a telecommunicator 24/7/365 and should have the ability to be call forwarded. Any change in the 10-digit telephone number must be reported to NCT9-1-1 in writing. The number shall be provided to the public during 9-1-1 service interruptions (via notification system, website, social media and/or emergency management).
- 2.11.12. In the event of a CHE failure, NCT9-1-1 strongly recommends that the 10-digit telephone number for emergency use should not appear on the 9-1-1 CHE as it could become unusable during CHE maintenance or service interruptions. If the 10-digit telephone line is integrated with the 9-1-1 CHE, a contingency plan identifying the back-up solution for the 10-digit telephone number for emergency use and any other integrated 10-digit administrative telephone lines should be maintained. If a contingency plan is not provided to NCT9-1-1 within 30 days of contract execution, NCT9-1-1 reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 2.11.13. Notify NCT9-1-1 in writing at least 90 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.11.14. Have an emergency plan for 9-1-1 communications that includes, at a minimum,
 - a. Emergency generator information and how to operate said generator.
 - b. Documented procedures for the transfer of administrative lines when the call center is evacuated.
- 2.11.15. Comply with NCT9-1-1 policy and procedures for ECC moves and changes.
- 2.11.16. Report discrepancies to NCT9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.
- 2.11.17. Ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.
- 2.11.18. Ensure that all telecommunicators refrain from sharing log in information with others.
- 2.11.19. In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information Act request specified 9-1-1 database information, NCT9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.
- 2.11.20. In accordance with Texas Health and Safety Code 771.061, do not disseminate data specific to the caller including ALI subscriber information other than during the active incident.
- 2.11.21. Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers located within the Public Agency's operating area.
- 2.11.22. Work with the electrical transmission company to be designated as a critical load public safety/critical load industrial designation per PUC Rule 25.497. Submit application annually to maintain designation. This is for the protection of the ECC from rolling electrical service interruption. Please be aware that this designation does not guarantee an uninterrupted, regular, or continuous power supply. If electricity is a

necessity, you must make other arrangements for on-site back-up capabilities or other alternatives in the event of loss of electric service.

- 2.11.23. Language translation services provided by NCT9-1-1 are only to be utilized for emergency call handling purposes.
- 2.11.24. Provide incident information related to a 9-1-1 request for service, in any format, in order for NCT9-1-1 to better analyze call data in accordance with 9-1-1 industry standards.
- 2.11.25. Maintain a fully operational recording system to comply with 9-1-1 service standards.

2.12. Geographic Information Systems (GIS) / Data

2.12.1. Upon confirmation of a customer needing to change their address due to a 9-1-1 misroute, ECC will be responsible for notifying the customer. This requirement also applies to customers using VOIP or other similar services.

2.13. Implementations

- 2.13.1. Request to reschedule a planned implementation as soon as possible should an unforeseen event occur that could inhibit the ECC's operations if the implementation were to continue as planned.
- 2.13.2. Assign a contact to complete implementation checklists with NCT9-1-1. This allows the ECC and NCT9-1-1 to test the product and serves as a refresher training.
- 2.13.3. Report problems to NCT9-1-1 as soon as they occur. This allows NCT9-1-1 to fix the problem quickly and confirm errors are remedied prior to completing implementations with additional ECCs.

Section 3: Rights and Duties of NCT9-1-1

NCT9-1-1 will:

3.1. Financial

- 3.1.1. Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the NCT9-1-1 Board of Managers.
- 3.1.2. Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current NCT9-1-1 Strategic Plan, throughout the region as funded by emergency services fees.
- 3.1.3. Maintain accurate fiscal records and supporting documentation of all 9-1-1 activities including specific details of funds distributed to Public Agency.

3.2. Equipment and Inventory

3.2.1. Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.

3.2.2. Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3. Training

- 3.3.1. Ensure telecommunicators have access to the NCT9-1-1 Training webpage.
- 3.3.2. Offer CHE training to all new telecommunicators and refresher training every two years.
- 3.3.3. Offer licensing training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.
- 3.3.4. Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certification as budget allows.

3.4. Maintenance

- 3.4.1. Practice preventative maintenance on all NCT9-1-1 owned or leased CHE, software, and databases including, at a minimum, backing up data as necessary. NCT9-1-1 shall be responsible for any maintenance costs on NCT9-1-1 owned or leased equipment.
- 3.4.2. Provide 24/7/365 technical support to the ECCs.

3.5. Operations

- 3.5.1. Register as an alerting authority through the Texas Department of Emergency Management and Federal Emergency Management Agency. NCT9-1-1 uses an approved Integrated Public Alert and Warning System (IPAWS) to alert the 9-1-1 service area of 9-1-1 service interruptions and other critical updates.
- 3.5.2. Inspect contingent ECC agreements periodically.
- 3.5.3. Implement upgrades of its ECC equipment and software, as authorized in the current annual budget, through the appropriate NCT9-1-1 processes for the purchase of new equipment and software.

3.6. Geographic Information Systems (GIS) / Data

3.6.1. Share public-safety specific spatial data layers via the dispatch mapping environment that do not contain health-related information or any information that is protected under HIPAA. Above and beyond the required spatial data layers, NCT9-1-1 will coordinate with the respective 9-1-1 Addressing Authorities and relevant NCT9-1-1 committees to share approved data layers that will be of benefit to public safety.

3.7. Crisis Communications

- 3.7.1. NCT9-1-1 will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.
- 3.7.2. NCT9-1-1 will only post information on social media platforms and the official website when such information directly affects 9-1-1 service operations. NCT9-1-1 recommends the Public Agency use the wording provided through those avenues when providing updates to the public

3.8. Security

3.8.1. Newly hired NCT9-1-1 staff members are required to complete CJIS training within their first 30 days. All NCT9-1-1 staff members are required to complete mandated training yearly to maintain CJIS compliance.

Section 4: Effective Date and Term of Agreement

4.1. This Agreement shall take effect October 1, 2025, and shall continue until September 30, 2027, unless earlier terminated under 8.1 Early Termination of Contract.

Section 5: Ownership, Transference and Disposition of Equipment

- **5.1.** NCT9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in the NCT9-1-1 Strategic Plan.
- **5.2.** NCT9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. NCT9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, NCT9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment may or may not be procured by NCT9-1-1 on behalf of Public Agency, according to NCT9-1-1's Strategic Plan.
- **5.3.** The basic equipment categories are:
 - a. Call Handling Equipment (CHE) telephone equipment located at the ECCs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the ECC
 - b. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
 - c. Uninterruptable Power Supply (UPS)
- **5.4.** Transfer-of-ownership documents shall be prepared by NCT9-1-1 and signed by both parties upon transference of ownership of any 9-1-1 provided equipment. NCT9-1-1 shall maintain ownership of 9-1-1 CHE.

Section 6: Relationship between the Parties, Assignment, and Subcontracting

- **6.1.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties.
- **6.2.** This Agreement may not be assigned to either Party without the prior written consent of the other Party. An attempted assignment in violation of this agreement is void.
- **6.3.** Public Agency may not subcontract its duties under this Agreement without the prior written consent of NCT9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

Section 7: Records and Monitoring

7.1. NCT9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.

7.2. NCT9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

Section 8: Early Termination of Contract

8.1 NCT9-1-1 reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with NCT9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to NCT9-1-1 in working condition and NCT9-1-1 shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

Section 9: Notice to Parties

- **9.1.** Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:
 - Delivered to the party personally;
 - On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2 and signed on behalf of the party; or
 - Three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 9.2.
- **9.2.** Notices shall be sent to the following address for each party:

If to NCT9-1-1: PO Box 5888

Arlington, Texas 76005 Attn: Christy Williams

If to Public Agency: Address

Attn:

Section 10: General Provisions

- **10.1. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- **10.2. Liability.** The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds; and for those of its agents, contractors, officers and employees in conjunction with each Party's performance under this Agreement.
- **10.3. Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

- **10.4. Procurement.** Both parties agree to comply with all applicable federal, State and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by NCT9-1-1.
- 10.5. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each Party must inform the other in writing within reasonable time the existence of such force majeure.
- **10.6. Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof.
- **10.7. Availability of Funding.** Public Agency acknowledges that NCT9-1-1's sole source of funding for this Agreement is the 9-1-1 fees collected by service providers and remitted to NCT9-1-1. If fees sufficient to pay Public Agency under this contract are not paid to NCT9-1-1, the suspension of services will be effective 10 calendar days after Public Agency's receipt of notice. Upon suspension of payment, Public Agency's obligations under this contract are also suspended until NCT9-1-1 resumes receipt of funding.
- 10.8. Amendments. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.
- **10.9. Nondiscrimination and Equal Opportunity.** Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.
- **10.10. Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.
- **10.11. Attorney Fees.** If any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief which that party is entitled.
- **10.12. Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.

City o	f Rockwall		TH CENTRAL TEXAS EMERGENCY MUNICATIONS DISTRICT
By: Name: Title:		ame:	Executive Director
Date:	D	ate:	
Date of	governing body approval:	g Body	Approval (if applicable)

Attachments:

Attachment A: Texas CJIS Systems Access Policy

Attachment B: Equipment Room and Electrical Requirements

Attachment C: NCT9-1-1 Technical Requirements for Moves and Remodels

Attachment A Texas CJIS Systems Access Policy

TEXAS CJIS SYSTEMS ACCESS POLICY

APPLICANT'S, EMPLOYEE'S, AND CONTRACTOR'S CRIMINAL HISTORY RECORD INFORMATION

ORIGINAL APPLICATION FOR ACCESS PERSON WHO ALREADY HAS ACCESS

FELONY CONVICTION

Permanent Disqualifier Permanent Revocation of Access

FELONY DEFERRED ADJUDICATION

Permanent Disqualifier Suspension of Access for 20 years

CLASS A MISDEMEANOR CONVICTION

Permanent Disqualifier Suspension of Access for 10 years

CLASS A MISDEMEANOR DEFERRED ADJUDICATION

Permanent Disqualifier Suspension of Access for term of deferral

CLASS B MISDEMEANOR CONVICTION

Disqualifier for 10 years Suspension of Access for 10 years

CLASS B MISDEMEANOR DEFERRED ADJUDICATION

Disqualifier for 10 years Suspension of Access for term of deferral

OPEN ARREST FOR ANY CRIMINAL OFFENSE

(FELONY OR MISDEMEANOR)

Disqualifier until disposition Maintain Access pending court disposition

FAMILY VIOLENCE CONVICTION OR DEFERRED ADJUDICATION

Permanent Disqualifier Permanent revocation of Access

This System Access Policy applies to commissioned peace officers, terminal operators and others with network access to CII systems, as well as, an employee who may have access to an area where this information is received, maintained or stored either manually or electronically if having access is not part of their job. (i.e. custodian, maintenance). Agencies are required to adjudicate applicants to the policy every time an individual/contractor is to be employed/contracted by an agency. Agencies should not assume an individual that had access at one Agency will automatically have access at the new Agency.

Both Class A and Class B convictions/deferred adjudications can receive an agency sponsored waiver after 5 years from final disposition. If approved, agency sponsored waivers are only valid at that agency and cannot transfer with the individual.

Waivers submitted where the individual has multiple convictions/deferred adjudications for class A misdemeanors or above will NOT be considered unless the individual holds an active valid license from the Texas Commission on Law Enforcement (TCOLE). The Department will not revoke a peace officer's access as long as the TCOLE license remains valid and active regardless of any criminal history background.

Offenses that were committed while the individual was a juvenile will receive the same consideration and will be held to the same standard as adult offenses.

Deferred Adjudications where the subject's conviction has been set aside resulting in the proceedings being dismissed and the individual discharged are not considered a permanent disqualifier. The criminal history will display a disposition coding of PROCEED DISM/DEF DISCHARGED. Please note a subject being solely discharged from deferred adjudication is a permanent disqualifier.

Revised 12/18/2019



Equipment Room and Electrical Requirements

Equipment:

- There should be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment ie. removal of the Uninterruptible Power Supply (UPS) battery system, or large rack mounted servers.
- Do not attach any equipment that is not provided by NCT9-1-1 into rack being utilized for 9-1-1 call delivery. Equipment racks should remain segregated to allow NCT9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around NCT9-1-1 equipment or UPS, UPS bypass switch, or electrical distribution panel.
- There should be elevator access to the equipment room, or 9-1-1 demarcation closet located upstairs.

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 85 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted unless carpet is static free and grounded.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting should provide 50-75-foot candles measured 30" above the equipment room floor.

Grounding:

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- Voltage required is 208/120 V three phase; four wire "wye" service of 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required, and the ground must terminate the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- NCT9-1-1 equipment should be plugged into independent circuits, and segregated from other non-9-1-1 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-9-1-1 equipment will not adversely affect the performance of 9-1-1 CHE.



Attachment C

NCT9-1-1 Technical Requirements for Moves and Remodels

NCT9-1-1 is an independent extension of a participating Emergency Communications Center (ECC) with the primary responsibility of delivering 9-1-1 call services and providing equipment support. As such, NCT9-1-1 has distinct and separate requirements for wiring and backroom installations, independent from the ECC and any third-party vendors.

This document outlines the requirements and responsibilities for both the ECC and NCT9-1-1. It specifies which party will cover the costs associated with ECC remodels or relocations. Clear delineation of responsibilities ensures adequate resource planning and funding allocation for these projects. ECCs are solely responsible for third-party vendor services like electrical and microwave installations. NCT9-1-1 may facilitate by obtaining quotes, enabling ECCs to plan and secure necessary funding effectively. Early communication is crucial for project success.

NCT9-1-1 will be responsible for the following costs (if required):

- Terrestrial circuit(s)
- Physical move or relocation of Call Handling Equipment (CHE) and peripherals

The ECC will be responsible for the following costs (if required):

- Electrical cabling (to include circuits and uninterrupted power supply connections)
- Data/voice cabling
- Microwave (may be required for moves to new locations which could require different tower heights and microwave antenna realignments, which would require quotes from microwave vendor)

Inspections & Meetings: NCT9-1-1 strongly recommends multiple site inspections by NCT9-1-1 staff prior to any physical installations to prevent the need for rework or equipment conflicts. Additionally, NCT9-1-1 suggests convening meetings with all relevant dispatch-specific vendors to discuss matters such as equipment location, shared cabling, and space requirements.

A) Backroom Rack / Cabinet and Telco Demarcation Requirements

A 19" universal two post rack properly bolted and grounded to facility ground bar. This rack may be provided by NCT9-1-1 at its discretion, but in either regard must be bolted and grounded by the ECC or its vendor(s). Alternatively, the ECC may provide an enclosed four post cabinet that is grounded.

B) Data/Voice Wiring Details

NCT9-1-1 has network wiring requirements to facilitate 9-1-1 services and the ECC's ever-changing technology needs. While the final termination and mounting may vary slightly (based on individual needs) the circuit count and type are required for proper function and services. Any variations to the specifications below should be approved by NCT9-1-1 staff to avoid additional rework.

C) Power/UPS (applies only to an ECC approved for a NCT9-1-1 UPS system)

NCT 9-1-1 utilizes an Eaton UPS with corresponding manual bypass switch (wall mounted). NCT9-1-1 will provide quotes to install the physical UPS and provide wiring from the ECC handoff (master disconnect) and to the distribution panel.

D) Microwave (as required)

This requirement may not apply to simple remodels where the back-room equipment remains unchanged. However, if alterations are made, rewiring may be necessary, and quotes from a third-party vendor should be obtained. If relocating to a new site, microwave quotes will be required to assess whether a new tower or the relocation of an existing tower is needed, along with any necessary realignments to maintain the site within an existing ring, if feasible. It is essential

to contact NCT9-1-1 prior to commencing any work at a site that could impact facilities or services. For example, excavation related to the installation of a new parking lot may potentially damage conduits and cables between the microwave tower and the ECC.

Telco Demarcation Requirements

NCT9-1-1 provides a dedicated telco data circuit which is to be demarcated at the 9-1-1 back board within the same room that the Backroom Rack is located. A path must be provided by the ECC if extension is required from the Telco minimum point of entry to the 9-1-1 server room. NCT9-1-1 requires a minimum of ninety (90) days for circuit ordering and turn up.

Data/Voice Wiring Details

All wires should be category 6 or greater (rated to the standards of local and/or state and federal building code). Four (4) Cat6 cables are required per 9-1-1 position. Three (3) for Data and One (1) for Voice Recording. Three (3) of these are terminated to a standard 110 patch panel (which is installed at the top of the 9-1-1 rack).

The position data connections are split between two colors, three (3) Blue for D (Data) and one (1) White for V (Voice). **NOTE: Colors may vary but must be two distinctly different colors according to the scheme.**

These data connections should be surface mounted inside of console near 9-1-1 equipment (when possible).

Electrical/UPS Wiring Details

EATON UPS is a free-standing UPS. This unit does NOT require bolting to the floor, in fact, it must remain mobile for maintenance purposes. NOTE: Small individual UPS at the workstations are strictly prohibited.

Current measurements are as defined below, but please confirm final placement with NCT9-1-1 prior to installation:

- Length = 25.5"
- Width = 17"
- Height = 31.5"
- Max Weight = 257 Lbs.

Electrical/UPS Wiring Details

The ECC is responsible for providing UPS input (from generator feed where available) in the form of a120V double pole circuit terminated on a master disconnect (pictured below). This disconnect is required for use during emergency power issues or for testing which requires full and immediate UPS shutdown. This disconnect should be as close to the NCT9-1-1 master disconnect as possible.

If the quote is approved by ECC, NCT9-1-1 will provide installation services and connection of the UPS bypass originating from the above master disconnect. This bypass switch will reside as close to the UPS as possible.

Electrical/UPS Wiring Details

If the quote is approved by ECC, NCT9-1-1 will provide and accurately label an appropriately sized distribution panel to accommodate the following:

- Single dedicated 15A 120V circuit per position.
- Two dedicated 15A 120V circuits for Backroom Server Rack.

If the quote is approved by ECC, NCT9-1-1 will provide one (1) orange 120V quad receptacles per position on its own circuit. o These receptacles should be surface mounted inside of console near 9-1-1 equipment (when possible).

If the quote is approved by ECC, NCT9-1-1 will provide two (2) orange 120V quad receptacles mounted **above the backroom 9-1-1 rack** (each quad receptacle on its own dedicated circuit).

Any variations to the specifications above should be approved by NCT9-1-1 staff to avoid additional rework.



MEMORANDUM

TO: Mayor and City Council Members

FROM: Misty Farris, Purchasing Agent

DATE: July 7, 2025

SUBJECT: Contract Addendum for Pavement Repairs and Maintenance Contracts

Consider approving contract addendums for concrete and asphalt pavement repairs and maintenance and authorizing the City Manager to execute associated purchase orders to multiple vendors for a total increase of \$1,155,000 to be funded by the Streets & Drainage Operating Budget, and take any action necessary.

Approved in the General Fund, Streets and Drainage Operating Budget each year are funds to make asphalt pavement repairs and perform preventative maintenance work. The scope of work for this contract includes materials, equipment, labor to make street repairs, and all the incidentals that go with this type of work.

The annual repair work for FY 2025 is an estimated \$3,000,000 as budgeted. Contract addendums are as follows:

B & B Concrete	\$575,000	Concrete Replacement
Medrano Construction	\$180,000	Concrete Replacement
Texas Materials	\$400,000	Asphalt daily maintenance

For Council consideration are the contract addendums to the various contractors listed above and authorize the City Manager to execute purchase orders.

ATTACHMENTS:

None



MEMORANDUM

TO: Rockwall City Council

FROM: Joey Boyd, Assistant City Manager

DATE: June 27, 2025

SUBJECT: Oncor Electric Delivery Rate Request – Suspension Resolution

The information below is provided by the Steering Committee of Cities Served by Oncor and its General Counsel.

PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

DISCUSSION

The City of Rockwall is a member of a 170-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in

existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by July 31, 2025.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides and effective date.

Section 6. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

CITY OF ROCKWALL

RESOLUTION NO. 25-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Rockwall a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City of Rockwall is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

SECTION 1. That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That, as indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations

regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. That this resolution shall take effect immediately upon its passage and execution.

SECTION 6. That a copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ON THIS 7^{th} DAY OF <u>JULY</u>, <u>2025</u>.

ATTEST:	Tim McCallum, Mayor	
Kristy Teague, City Secretary	_	



MEMORANDUM

TO: Mary Smith, City Manager

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

DATE: July 7, 2025

SUBJECT: Professional Engineering Services Contract

W. Boydstun Avenue (Forest Trace to S. Goliad Street) Forest Trace (S. Lakeshore Drive to W. Boydstun Avenue)

Reconstruction Project

The W. Boydstun Avenue (Forest Trace to S. Goliad Street) and Forest Trace (S. Lakeshore Drive to W. Boydstun Avenue) Reconstruction Project was one of the first roadway projects scheduled for engineering design on the 2018 Street Bond Program. The project, approximately 3,000 feet in length, will consist of roadway, possible sidewalk, water line, sanitary sewer and storm drainage improvements.

The City hired Kimley-Horn and Associates, Inc. to provide the engineering design and specifications for this project. Staff received seven (7) bids for these construction projects through the bidding process which opened up on June 17, 2025. The low bidder was Maya Underground Contractors, LLC, with a bid of \$5,152,446.00. This project has a construction contingency of \$850,000.00 to be added to the bid. The engineering consultants have verified the references for Maya Underground Contractors and provided a letter of recommendation.

Staff requests the City Council consider approving the construction contract for the *W. Boydstun Avenue & Forest Trace Reconstruction Project*, and authorize the City Manager to execute a contract with Maya Underground Contractors, in an amount of \$5,152,446.00 and \$850,000.00 in construction contingency to be paid for out of the *2018 Street Bonds & 2024 Water & Sewer Bonds*, and take any action necessary.

If you have any questions, please advise.

AJW:jb

Attachments

Cc: Jonathan Browning, P.E. CFM, Assistant City Engineer

File



June 30, 2025

Amy Williams, P.E. City of Rockwall, Texas 385 S. Goliad Street Rockwall, TX 75087

RE: W. Boydstun Avenue/Forest Trace Reconstruction

KHA No. 064420917

Project No. CIR TR 2019-001

Dear Ms. Williams:

Bids for the referenced project were received and opened publicly on June 17, 2025, at the City of Rockwall. A total of seven (7) proposals were received and tabulated by Kimley-Horn & Associates, Inc. and the results are provided as follows:

Contractor	Total Base Bid	Alternate No. 1
Maya Underground Contractors, LLC	\$ 4,989,201.00	\$ 163,245.00
DDM Construction Corporation	\$ 5,624,365.00	\$ 186,205.00
Urban Infraconstruction, LLC	\$ 5,638.423.73	\$ 280,625.25
Axis Contracting, Inc	\$ 6,160,708.86	\$ 191,462.50
Tiseo Paving Co.	\$ 6,253,868.85	\$ 305,890.25
Apple Pavement Services, LLC	\$ 6,371,417.45	\$ 218,325.00
McMahon Contracting, LP	\$ 6,518,973.14	\$ 152,233.60

We contacted references for Maya Underground Contractors, LLC and received favorable reviews for the work they performed and/or are currently performing for these entities on similar type projects. Most responded that Maya Underground Contractors, LLC, is a reputable contractor performing high quality work.

This is to state to the best of our knowledge and belief, based on the information provided by the contractor, that the proposed contractor and its references, stated experience and expertise meet the requirements of the City's contract documents. Since the contractor meets the requirements of the City's contract documents, we recommend the City of Rockwall to award the construction contract to Maya Underground Contractors, LLC as the qualified low bidder. However, this does not relieve any party of their contractual or other responsibilities.

Enclosed is a copy of the Bid Tabulation for your reference. Thank you for the opportunity to be of service to the City of Rockwall. Should you have any questions or comments, please to not hesitate to contact us.

Sincerely,

Jacob Reinig P.E., ENV SP, Kimley-Horn & Associates, Inc.

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

Owner:	City of Rockwall		_	BI	DDER 1	ВІ	DDER 2	BI	DDER 3	BI	DDER 4
Job No.:	064420917		_	Maya Undergro	ound Contractors, LLC	DDM Cons	truction Corporation	Urban Infra	aconstruction, LLC	Axis C	ontracting, Inc
Project:	W. Boydstun Avenue/Forest Trace			5682 Pe	can Place Drive	306 V	/. Overly Drive	2727 LBJ	Freeway, Ste. 500	9787	' Helms Trail
Date:	June 17, 2025		_	McKin	ney, TX 75071	Lake D	allas, TX 75065	Farmers I	Branch, TX 75234	Forne	ey, TX 75126
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Schedul	e A - Demolition/Preparation/Controls										
1	Mobilization	1	LS	\$123,000.00	\$123,000.00	\$285,000.00	\$285,000.00	\$585,572.49	\$585,572.49	\$487,000.00	\$487,000.00
2	General Site Preparation	1	LS	\$38,400.00	\$38,400.00	\$250,000.00	\$250,000.00	\$9,185.07	\$9,185.07	\$57,224.58	\$57,224.58
3	Unclassified Street Excavation	4750	CY	\$45.00	\$213,750.00	\$22.00	\$104,500.00	\$38.18	\$181,355.00	\$45.50	\$216,125.00
	Traffic Control Plan, Barricades, Signs & Related Devices,	1	LS	\$63,000.00	\$63,000.00	\$150,000.00	\$150,000.00	\$21,520.72	\$21,520.72	\$120,810.03	\$120,810.03
4	Implementation & Maintenance										
	Sawcut, Remove and Dispose of Concrete Pavement (including	11710	SY	\$23.00	\$269,330.00	\$12.00	\$140,520.00	\$15.51	\$181,622.10	\$17.00	\$199,070.00
5	Curb), Driveways, Alleys (All Depths and Types)										
	Sawcut, Remove and Dispose of Concrete Sidewalk including	305	SY	\$21.00	\$6,405.00	\$11.00	\$3,355.00	\$28.57	\$8,713.85	\$16.00	\$4,880.00
6	Curb Ramps										
7	Remove Existing 5' Inlet	2	EA	\$1,012.00	\$2,024.00	\$900.00	\$1,800.00	\$893.50	\$1,787.00	\$550.00	\$1,100.00
8	Remove Existing 10' Inlet	8	EA	\$524.00	\$4,192.00	\$1,000.00	\$8,000.00	\$1,116.87	\$8,934.96	\$550.00	\$4,400.00
9	Remove Existing Storm Manhole	1	EA	\$1,012.00	\$1,012.00		\$1,100.00	\$1,442.30	\$1,442.30	\$550.00	\$550.00
10	Remove and Dispose of Existing 18" Storm Drain Pipe (RCP)	205	LF	\$20.00	\$4,100.00	\$23.00	\$4,715.00	\$26.56	\$5,444.80	\$52.20	\$10,701.00
11	Remove and Dispose of Existing 24" Storm Drain Pipe (RCP)	995	LF	\$20.00	\$19,900.00	\$24.00	\$23,880.00	\$26.56	\$26,427.20	\$52.20	\$51,939.00
12	Remove and Dispose of Existing 36" Storm Drain Pipe (RCP)	75	LF	\$41.00	\$3,075.00	\$32.00	\$2,400.00	\$44.72	\$3,354.00	\$52.20	\$3,915.00
13	Remove Existing Sanitary Sewer Manhole	2	EA	\$994.00	\$1,988.00	\$1,100.00	\$2,200.00	\$2,374.21	\$4,748.42	\$550.00	\$1,100.00
14	Remove Existing Light Pole and Foundation	8	EA	\$1,096.00	\$8,768.00	\$2,600.00	\$20,800.00	\$3,481.89	\$27,855.12	\$2,585.00	\$20,680.00
15	Remove and Reinstall Mailbox (Wood/Metal Post Style)	17	EA	\$619.00	\$10,523.00	\$350.00	\$5,950.00	\$171.29	\$2,911.93	\$800.00	\$13,600.00
16	Remove and Relocate Mailbox (Brick Style)	14	EA	\$1,092.00	\$15,288.00	\$1,700.00	\$23,800.00	\$1,141.93	\$15,987.02	\$5,500.00	\$77,000.00
17	Remove and Relocate Mailbox (Stone Style)	1	EA	\$1,682.00	\$1,682.00	\$1,700.00	\$1,700.00	\$1,712.89	\$1,712.89	\$5,500.00	\$5,500.00
18	Remove and Relocate Brick Column	3	EA	\$1,440.00	\$4,320.00	\$1,200.00	\$3,600.00	\$5,709.63	\$17,128.89	\$3,500.00	\$10,500.00
	Remove and Dispose of Trees (10" or Smaller Including Crepe	2	EA	\$244.00	\$488.00	\$500.00	\$1,000.00	\$314.03	\$628.06	\$350.00	\$700.00
19	Myrtle)										
20	Remove and Dispose of Trees (11" or Larger)	15	EA	\$785.00	\$11,775.00	\$1,000.00	\$15,000.00	\$702.28	\$10,534.20	\$950.00	\$14,250.00
21	Solid Block Sodding	4460	SY	\$9.00	\$40,140.00		\$42,370.00	\$6.49	\$28,945.40		\$61,325.00
22	Irrigation	1	LS	\$27,793.00	\$27,793.00	\$27,000.00	\$27,000.00	\$50,000.00	\$50,000.00	\$38,400.00	\$38,400.00
	Stormwater Pollution Prevention Plan & Erosion Control (Install,	1	LS	\$20,390.00	\$20,390.00	\$15,000.00	\$15,000.00	\$7,993.48	\$7,993.48	\$13,340.00	\$13,340.00
23	Maintain and Remove)										
24	Trench Safety	7570	LF	\$3.00	\$22,710.00		\$7,570.00	\$6.26	\$47,388.20		\$33,308.00
Total An	nount Bid - Schedule A - Demolition/Preparation/Control	s			\$914,053.00		\$1,141,260.00		\$1,251,193.10		\$1,447,417.61

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY:

Jacob Reinig, P.E. 06/17/2025

Owner:	City of Rockwall			BI	DDER 1	BI	DDER 2	BII	DDER 3	BI	DDER 4
Job No.:	064420917		_	Maya Undergr	ound Contractors, LLC	DDM Const	ruction Corporation	Urban Infra	aconstruction, LLC	Axis C	ontracting, Inc
Project:	W. Boydstun Avenue/Forest Trace		_	,	ecan Place Drive		. Overly Drive	2727 LBJ I	Freeway, Ste. 500		Helms Trail
Date:	June 17, 2025		_	McKin	ney, TX 75071		allas, TX 75065		Branch, TX 75234	Forne	ey, TX 75126
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Schedul	e B - Paving										
25	6-inch Thick, Reinforced Concrete Pavement	10930	SY	\$79.00	\$863,470.00	\$70.00	\$765,100.00	\$67.00	\$732,310.00	\$69.00	\$754,170.00
26	6-inch Thick, Flexible Base (Type A) (Grade 1 or 2)	11545	SY	\$35.00	\$404,075.00	\$22.00	\$253,990.00	\$31.00	\$357,895.00	\$18.50	\$213,582.50
27	7-inch Thick (Max), Reinforced Concrete Pavement (Alley)	95	SY	\$93.00	\$8,835.00	\$104.00	\$9,880.00	\$114.53	\$10,880.35	\$148.00	\$14,060.00
	7-inch Thick (Max), Reinforced Concrete Pavement (Alley) (High	40	SY	\$100.00	\$4,000.00	\$104.00	\$4,160.00	\$115.21	\$4,608.40	\$254.00	\$10,160.00
28	Early Strength)										
29	7-inch Thick, Reinforced Concrete Alley Approach	300	SY	\$94.00	\$28,200.00	\$100.00	\$30,000.00	\$107.76	\$32,328.00	\$118.00	\$35,400.00
	7-inch Thick, Reinforced Concrete Alley Approach (High Early	50	SY	\$92.00	\$4,600.00	\$103.00	\$5,150.00	\$163.22	\$8,161.00	\$265.00	\$13,250.00
30	Strength)										
31	6-inch Thick, Flexible Base (Crushed Stone) (Alley)	550	SY	\$41.00	\$22,550.00	\$40.00	\$22,000.00	\$39.77	\$21,873.50	\$19.00	\$10,450.00
32	6-inch Thick, Driveway (Concrete)	60	SY	\$95.00	\$5,700.00	\$105.00	\$6,300.00	\$112.19	\$6,731.40	\$125.00	\$7,500.00
33	6-inch Thick, Driveway (Special Material)	75	SY	\$110.00	\$8,250.00	\$155.00	\$11,625.00	\$121.49	\$9,111.75	\$194.00	\$14,550.00
34	6-inch Thick, Reinforced Concrete Driveway Approach	475	SY	\$85.00	\$40,375.00	\$120.00	\$57,000.00	\$87.97	\$41,785.75	\$123.00	\$58,425.00
35	6-inch Standard Concrete Curb on Back of Sidewalk	35	LF	\$20.00	\$700.00	\$20.00	\$700.00	\$52.85	\$1,849.75	\$50.00	\$1,750.00
36	4-inch Thick, Reinforced Concrete Sidewalk	2275	SY	\$66.00	\$150,150.00	\$97.00	\$220,675.00	\$65.00	\$147,875.00	\$95.00	\$216,125.00
37	4-inch Thick, Sidewalk (Special Material)	50	SY	\$104.00	\$5,200.00	\$145.00	\$7,250.00	\$150.05	\$7,502.50	\$195.00	\$9,750.00
38	Curb/Sidewalk Under Drain Flume	2	EA	\$647.00	\$1,294.00	\$5,500.00	\$11,000.00	\$1,480.84	\$2,961.68	\$3,750.00	\$7,500.00
39	6-inch Thick, Concrete Flume	35	LF	\$177.00	\$6,195.00	\$110.00	\$3,850.00	\$255.46	\$8,941.10	\$175.00	\$6,125.00
40	TxDOT Type 1 Curb Ramp	2	EA	\$1,621.00	\$3,242.00	\$2,100.00	\$4,200.00	\$3,510.57	\$7,021.14	\$3,750.00	\$7,500.00
41	TxDOT Type 2 Curb Ramp	16	EA	\$1,653.00	\$26,448.00	\$2,300.00	\$36,800.00	\$3,974.63	\$63,594.08	\$2,950.00	\$47,200.00
42	TxDOT Type 10 Curb Ramp	3	EA	\$1,607.00	\$4,821.00	\$2,100.00	\$6,300.00	\$4,005.58	\$12,016.74	\$3,750.00	\$11,250.00
43	TxDOT Type 10 Curb Ramp (No Detectable Warning Surface)	28	EA	\$1,474.00	\$41,272.00	\$1,700.00	\$47,600.00	\$3,200.00	\$89,600.00	\$2,850.00	\$79,800.00
44	Concrete Steps	190	SF	\$37.00	\$7,030.00	\$25.00	\$4,750.00	\$130.67	\$24,827.30	\$50.00	\$9,500.00
45	Concrete Steps (Special Material)	140	SF	\$46.00	\$6,440.00	\$50.00	\$7,000.00	\$135.39	\$18,954.60	\$75.00	\$10,500.00
Total An	nount Bid - Schedule B - Paving				\$1,642,847.00		\$1,515,330.00		\$1,610,829.04		\$1,538,547.50
				-				<u>-</u>			
Schedul	e C - Pavement Markings and Signage										
46	Type I (Y) Sld 4" (90 Mil)	595	LF	\$4.00	\$2,380.00	\$3.50	\$2,082.50	\$4.00	\$2,380.00	\$1.65	\$981.75
47	Type I (W) Sld 8" (90 Mil)	50	LF	\$12.00	\$600.00	\$3.30	\$165.00	\$7.99	\$399.50	\$3.85	\$192.50
48	Type I (W) Sld 24" (90 Mil)	95	LF	\$23.00	\$2,185.00	\$10.50	\$997.50	\$22.84	\$2,169.80	\$16.50	\$1,567.50
49	Type I (W) Arrow (TxDOT)	1	EA	\$577.00	\$577.00	\$180.00	\$180.00	\$399.67	\$399.67	\$379.50	\$379.50
50	Type I (W) Word (TxDOT)	1	EA	\$577.00	\$577.00	\$185.00	\$185.00	\$456.77	\$456.77	\$654.50	\$654.50
51	Signage	15	EA	\$750.00	\$11,250.00	\$650.00	\$9,750.00	\$1,141.93	\$17,128.95	\$1,094.50	\$16,417.50
Total An	nount Bid - Schedule C - Pavement Markings and Signage	е			\$17,569.00		\$13,360.00		\$22,934.69		\$20,193.25

Owner:	City of Rockwall			ВІ	DDER 1	BI	DDER 2	ВІ	DDER 3	BII	DDER 4
Job No.:	064420917		-	Maya Undergr	ound Contractors, LLC	DDM Const	ruction Corporation	Urban Infr	aconstruction, LLC	Axis C	ontracting, Inc
Project:	W. Boydstun Avenue/Forest Trace		•	-	ecan Place Drive		. Overly Drive	2727 LBJ	Freeway, Ste. 500		Helms Trail
Date:	June 17, 2025				ney, TX 75071		allas, TX 75065		Branch, TX 75234		ey, TX 75126
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Schedul	e D - Drainage										
52	18-inch Reinforced Concrete Pipe (RCP) (Class III)	780	LF	\$101.00	\$78,780.00	\$160.00	\$124,800.00	\$101.33	\$79,037.40	\$146.30	\$114,114.00
53	18-inch Reinforced Concrete Pipe (RCP) (Class IV)	15	LF	\$127.00	\$1,905.00	\$200.00	\$3,000.00	\$109.99	\$1,649.85	\$148.50	\$2,227.50
54	24-inch Reinforced Concrete Pipe (RCP) (Class III)	220	LF	\$140.00	\$30,800.00	\$180.00	\$39,600.00	\$129.95	\$28,589.00		\$39,204.00
55	30-inch Reinforced Concrete Pipe (RCP) (Class III)	650	LF	\$164.00	\$106,600.00	\$225.00	\$146,250.00	\$150.00	\$97,500.00	\$220.00	\$143,000.00
56	36-inch Reinforced Concrete Pipe (RCP) (Class III)	640	LF	\$209.00	\$133,760.00	\$290.00	\$185,600.00	\$200.00	\$128,000.00	\$302.50	\$193,600.00
57	42-inch Reinforced Concrete Pipe (RCP) (Class III)	210	LF	\$467.00	\$98,070.00	\$350.00	\$73,500.00	\$297.11	\$62,393.10	\$385.00	\$80,850.00
58	Standard Curb Inlet (10')	4	EA	\$5,504.00	\$22,016.00	\$7,000.00	\$28,000.00	\$10,209.33	\$40,837.32	\$9,988.00	\$39,952.00
59	Standard Curb Inlet (15')	6	EA	\$7,697.00	\$46,182.00	\$8,500.00	\$51,000.00	\$15,709.51	\$94,257.06	\$13,860.00	\$83,160.00
60	Standard Curb Inlet (20')	5	EA	\$9,665.00	\$48,325.00	\$10,500.00	\$52,500.00	\$17,500.00	\$87,500.00	\$17,732.00	\$88,660.00
61	Alley Curb Inlet Under Pavement (15')	1	EA	\$6,830.00	\$6,830.00	\$19,000.00	\$19,000.00	\$15,709.52	\$15,709.52	\$22,330.00	\$22,330.00
62	Curb Inlet Under Pavement (10') (Change due to Conflict)	1	EA	\$6,738.00	\$6,738.00	\$11,500.00	\$11,500.00	\$10,033.68	\$10,033.68	\$12,650.00	\$12,650.00
63	Curb Inlet Under Pavement (15') (Change due to Conflict)	2	EA	\$7,015.00	\$14,030.00	\$17,500.00	\$35,000.00	\$15,709.51	\$31,419.02	\$18,942.00	\$37,884.00
64	Curb Inlet Under Pavement (20') (Change due to Conflict)	3	EA	\$9,376.00	\$28,128.00	\$21,000.00	\$63,000.00	\$17,000.00	\$51,000.00	\$24,387.00	\$73,161.00
65	4' x 4' Standard Square Manhole	5	EA	\$8,644.00	\$43,220.00	\$8,000.00	\$40,000.00	\$8,695.83	\$43,479.15	\$10,472.00	\$52,360.00
66	6' x 6' Standard Square Manhole	2	EA	\$13,747.00	\$27,494.00	\$18,000.00	\$36,000.00	\$21,719.68	\$43,439.36	\$16,885.00	\$33,770.00
67	Connect Prop. 18-inch RCP to Exist. 18-inch RCP	1	EA	\$2,321.00	\$2,321.00	\$850.00	\$850.00	\$1,920.83	\$1,920.83	\$880.00	\$880.00
68	Connect Prop. 36-inch RCP to Exist. 24-inch RCP	1	EA	\$3,343.00	\$3,343.00	\$1,500.00	\$1,500.00	\$2,526.25	\$2,526.25	\$990.00	\$990.00
	Connect Prop. 6' x 6' Standard Square Manhole to Exist. 54-inch	1	EA	\$6,086.00	\$6,086.00	\$550.00	\$550.00	\$3,442.04	\$3,442.04	\$1,320.00	\$1,320.00
69	RCP										
70	6" PVC Under Drain	3000	LF	\$63.00	\$189,000.00	\$82.00	\$246,000.00	\$50.00	\$150,000.00		\$290,400.00
Total An	nount Bid - Schedule D - Drainage			<u> </u>	\$893,628.00		\$1,157,650.00		\$972,733.58		\$1,310,512.50
Schedul	e E - Water										
71	PVC Water Line (8-inch) (AWWA C900) (DR 14) (By Open Cut)	2720	LF	\$80.00	\$217,600.00	\$105.00	\$285,600.00	\$50.00	\$136,000.00	\$101.20	\$275,264.00
72	PVC Water Line (16inch) (AWWA C900) (DR 18) (By Open Cut)	410	LF	\$203.00	\$83,230.00	\$230.00	\$94,300.00	\$237.65	\$97,436.50	\$202.40	\$82,984.00
73	Controlled Low Strength Material (CLSM) for Utilities	60	LF	\$58.00	\$3,480.00	\$58.00	\$3,480.00	\$200.72	\$12,043.20		\$2,970.00
74	Lower Existing Water Line	1	EA	\$12,911.00	\$12,911.00	\$11,000.00	\$11,000.00		\$13,928.45		\$57,200.00
75	Water Line Service Installation (1-inch) (Short)	21	EA		\$44,835.00	\$1,800.00	\$37,800.00	\$1,478.26	\$31,043.46	\$1,540.00	\$32,340.00
76	Water Line Service Installation (1-inch) (Long)	10	EA	\$2,624.00	\$26,240.00	\$2,700.00	\$27,000.00	\$2,290.53	\$22,905.30		\$20,900.00
77	Temporary Water Service	1	LS	\$12,482.00	\$12,482.00	\$64,500.00	\$64,500.00	\$91,660.96	\$91,660.96		\$93,500.00
78	Gate Valve (8-inch)	27	EA	\$3,080.00	\$83,160.00	\$3,500.00	\$94,500.00	\$3,378.76	\$91,226.52		\$86,130.00
79	Butterfly Valve (16-inch)	4	EA	\$33,453.00	\$133,812.00	\$50,000.00	\$200,000.00	\$25,000.00	\$100,000.00	\$27,500.00	\$110,000.00
80	Adjust Existing Water Valve	7	EA	\$279.00	\$1,953.00	\$450.00	\$3,150.00	\$1,709.78	\$11,968.46		\$6,160.00
81	Abandon Existing Water Valve	11	EA	\$440.00	\$4,840.00	\$450.00	\$4,950.00	\$812.25	\$8,934.75		\$6,050.00
82	Standard Fire Hydrant Assembly and 6-inch Lead	8	EA	\$8,101.00	\$64,808.00	\$8,500.00	\$68,000.00	\$9,832.64	\$78,661.12		\$71,280.00
83	Remove and Salvage Existing Fire Hydrant Assembly	5	EA	\$976.00	\$4,880.00	\$750.00	\$3,750.00	\$1,305.14	\$6,525.70		\$2,750.00
84	Adjust Existing Fire Hydrant Assembly	3	EA	\$1,424.00	\$4,272.00	\$2,000.00	\$6,000.00	\$2,042.84	\$6,128.52		\$2,805.00
85	Ductile Iron Fittings	6	TON	\$18,076.00	\$108,456.00	\$15,000.00	\$90,000.00		\$90,000.00		\$56,100.00
86	Connect Prop. 8-inch Water Line to Exist. 6-inch Water Line	2	EA	\$4,982.00	\$9,964.00	\$2,500.00	\$5,000.00	\$2,300.48	\$4,600.96		\$13,200.00
87	Connect Prop. 8-inch Water Line to Exist. 8-inch Water Line	6	EA	\$5,881.00	\$35,286.00	\$2,650.00	\$15,900.00	\$2,617.21	\$15,703.26		\$39,600.00
88	Connect Prop. 16-inch Water Line to Exist. 16-inch Water Line	2	EA	\$20,526.00	\$41,052.00	\$10,000.00	\$20,000.00			\$18,150.00	\$36,300.00
Total An	nount Bid - Schedule E - Water			<u>]</u>	\$893,261.00		\$1,034,930.00		\$844,228.80] [\$995,533.00

Owner:	City of Rockwall			ВІ	DDER 1	BI	DDER 2	BI	DDER 3	BII	DDER 4
Job No.:	064420917		=	Maya Undergr	ound Contractors, LLC	DDM Const	ruction Corporation	Urban Infra	aconstruction, LLC	Axis Co	ontracting, Inc
Project:	W. Boydstun Avenue/Forest Trace		-		can Place Drive	306 W	. Overly Drive	2727 LBJ	Freeway, Ste. 500		Helms Trail
Date:	June 17, 2025		-	McKin	ney, TX 75071		allas, TX 75065		Branch, TX 75234		y, TX 75126
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Schedu	le F - Sanitary Sewer										
89	PVC Gravity Sewer Pipe (8-inch) (SDR 26) (By Open Cut)	595	LF	\$72.00	\$42,840.00	\$105.00	\$62,475.00	\$93.85	\$55,840.75	\$112.20	\$66,759.00
	PVC Gravity Sewer Pipe (10-inch) (SDR 26) (In Place By Open	40	LF	\$88.00	\$3,520.00	\$150.00	\$6,000.00	\$124.58	\$4,983.20	\$121.00	\$4,840.00
90	Cut)			·	. ,		. ,		. ,	·	
91	PVC Gravity Sewer Pipe (8-inch) (SDR 35) (By Open Cut)	780	LF	\$66.00	\$51,480.00	\$100.00	\$78,000.00	\$79.72	\$62,181.60	\$108.90	\$84,942.00
	PVC Gravity Sewer Pipe (8-inch) (SDR 35) (In Place By Open	175	LF	\$68.00	\$11,900.00	\$105.00	\$18,375.00	\$111.50	\$19,512.50	\$132.00	\$23,100.00
92	Cut)	500	 	Ф 7 0.00	# 44.040.00	#445.00	ФСО ОБО ОО	#447.00	ФСО 47C 40	£440.00	Ф 7 5 700 00
93	PVC Gravity Sewer Pipe (10-inch) (SDR 35) (By Open Cut) 8-inch HDPE DR17 Sewer Pipe (Trenchless Method by Pipe	530 365	LF LF	\$78.00 \$136.00	\$41,340.00 \$49,640.00	\$115.00 \$150.00	\$60,950.00 \$54,750.00	\$117.88 \$209.53	\$62,476.40 \$76,478.45	\$143.00 \$137.50	\$75,790.00 \$50,187.50
94	Bursting)	300	LF	\$130.00	\$49,640.00	φ150.00	Ф 54,750.00	φ209.55	\$70,470.43	Φ137.50	φου, 16 <i>1</i> .50
- 54	10-inch HDPE DR17 Sewer Pipe (Trenchless Method by Pipe	125	LF	\$454.00	\$56,750.00	\$360.00	\$45,000.00	\$421.70	\$52,712.50	\$157.30	\$19,662.50
95	Bursting)	0	-	V 10 1100	φοσ,: σοισσ	ψοσοίσο	ψ .σ,σσσ.σσ	V .= v	ψο=,: :=:σσ	ψ.σσσ	ψ.σ,σσΞ.σσ
96	Controlled Low Strength Material (CLSM) for Utilities	305	LF	\$51.00	\$15,555.00	\$57.00	\$17,385.00	\$190.53	\$58,111.65	\$49.50	\$15,097.50
97	Furnish and Install Steel Casing	20	LF	\$186.00	\$3,720.00	\$250.00	\$5,000.00	\$309.86	\$6,197.20	\$195.80	\$3,916.00
	Sanitary Sewer Service Installation (4-inch including cleanout)	13	EA	\$1,913.00	\$24,869.00	\$1,500.00	\$19,500.00	\$1,981.31	\$25,757.03	\$1,650.00	\$21,450.00
98	(Short)			A	***		******	^	.		A
00	Sanitary Sewer Service Installation (4-inch including cleanout)	20	EA	\$1,928.00	\$38,560.00	\$3,100.00	\$62,000.00	\$2,456.51	\$49,130.20	\$6,490.00	\$129,800.00
99 100	(Long) Sanitary Sewer Service Installation (Pipe Bursting)	8	EA	\$2,472.00	\$19,776.00	\$3,200.00	\$25,600.00	\$4,008.82	\$32,070.56	\$1,485.00	\$11,880.00
100	Sanitary Sewer Service installation (Pipe Bursting) Sanitary Sewer Manhole (48-inch diameter) (Complete)	<u> </u>	EA	\$2,472.00	\$19,776.00 \$78,253.00	\$3,200.00	\$25,600.00	\$4,008.82	\$32,070.56 \$79,139.34		\$11,880.00
101			EA	\$10,030.00	\$10,030.00		\$9,000.00		\$17,137.18		\$15,400.00
102	Sanitary Sewer Manhole (48-inch diameter) (Complete In Place)	ı		Ψ10,030.00	ψ10,030.00		ψ3,000.00		Ψ17,137.10	Ψ10,400.00	Ψ13,400.00
103	Sanitary Sewer Manhole (60-inch diameter) (Complete)	2	EA	\$17,383.00	\$34,766.00	\$16,000.00	\$32,000.00	\$20,685.46	\$41,370.92		\$39,600.00
104	Sanitary Sewer Drop Manhole (72-inch diameter) (Complete)	1	EA	\$24,814.00	\$24,814.00	\$23,000.00	\$23,000.00	\$32,500.00	\$32,500.00		\$25,300.00
105	Rehabilitate Exist. Sanitary Sewer Manhole	5	EA	\$7,632.00	\$38,160.00	\$7,000.00	\$35,000.00	\$10,000.00	\$50,000.00	\$3,850.00	\$19,250.00
106	Connect Prop. PVC to Exist. Sanitary Sewer Manhole	3	EA	\$5,945.00	\$17,835.00	\$1,700.00	\$5,100.00	\$8,848.99	\$26,546.97	\$1,540.00	\$4,620.00
107	Adjust Existing Manhole Rim Elevation	1	EA	\$638.00	\$638.00	\$900.00	\$900.00	\$2,938.42	\$2,938.42		\$1,045.00
108 109	Abandon Existing Sanitary Sewer Manhole Abandon Existing Sanitary Sewer Cleanout	2	EA EA	\$1,021.00 \$506.00	\$2,042.00 \$506.00	\$1,100.00 \$700.00	\$2,200.00 \$700.00	\$5,924.05 \$1,020.84	\$11,848.10 \$1,020.84	\$25.00 \$330.00	\$50.00 \$330.00
	Point Repair	1 1	EA		\$4,556.00		\$12,000.00		\$25,200.00		\$27,280.00
	nount Bid - Schedule F - Sanitary Sewer	-т		Ψ1,100.00	\$571,550.00	ψο,οσο.σσ	\$644,935.00	ψ0,000.00	\$ 793,153.81	ψ0,020.00	\$732,699.50
TOTAL AL	Tourit Bid Concade 1 Cantary Cewer			<u>l</u>	401 1,000.00		Ψ011,000100		Ψ100,100.01	<u> </u>	ψ1 02,000.00
Schedu	le G - Illumination										
111	Street Light Foundation	8	ΕA	\$462.00	\$3,696.00	\$2,800.00	\$22,400.00	\$3,500.00	\$28,000.00	\$2,805.00	\$22,440.00
112	2-inch SCH 80 PVC Conduit by Open Cut	55	LF	\$23.00	\$1,265.00	\$40.00	\$2,200.00	\$44.45	\$2,444.75		\$1,815.00
113	Ground Box Ty C (162911) w/ Apron	3	EA	\$4,036.00	\$12,108.00	\$2,100.00	\$6,300.00	\$2,941.08	\$8,823.24		\$6,550.50
114	Electrical Connection (Street Illumination)	8	EA	\$1,153.00	\$9,224.00	\$7,000.00	\$56,000.00	\$9,260.34	\$74,082.72	\$6,875.00	\$55,000.00
Total Ar	nount Bid - Schedule G - Illumination				\$26,293.00		\$86,900.00		\$113,350.71		\$85,805.50
	le H - Landscaping			000.655		400000		000000		000000000	A CC 222
115	Landscaping (Allowance)	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Total Ar	nount Bid - Schedule H - Landscaping]	\$30,000.00		\$30,000.00		\$30,000.00		\$30,000.00

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

Total Amount Bid - Alternate A - Flexible Base

CHECKED BY:

Jacob Reinig, P.E. 06/17/2025

\$280,625.25

Owner: City of Rockwall			_	BII	DDER 1	BI	DDER 2	BI	DDER 3	BI	DDER 4
Job No.: 064420917				Maya Undergro	ound Contractors, LLC	DDM Const	truction Corporation	Urban Infra	aconstruction, LLC	Axis C	ontracting, Inc
Project: W. Boydstun Avenue/Forest Tra	ace			5682 Pe	can Place Drive	306 W	/. Overly Drive	2727 LBJ	Freeway, Ste. 500	9787	Helms Trail
Date: June 17, 2025				McKini	ney, TX 75071	Lake Dallas, TX 75065		Farmers Branch, TX 75234		Forney, TX 75126	
Item No. Item Desc	cription	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Alternate A - Flexible Base											
116 6-inch Thick, Flexible Base (Type	A) (Grade 1 or 2)	-11545	SY	\$35.00	-\$404,075.00	\$22.00	-\$253,990.00	\$31.53	-\$364,013.85	\$18.50	-\$213,582.50
117 Unclassified Street Excavation		1290	CY	\$46.00	\$59,340.00	\$28.00	\$36,120.00	\$43.29	\$55,844.10	\$45.50	\$58,695.00
118 10-inch Thick, Flexible Base (Type	, ,	11545	SY	\$44.00	\$507,980.00	\$35.00	\$404,075.00	\$51.00	\$588,795.00	\$30.00	\$346,350.00
Total Amount Bid - Alternate A - Flexil	ble Base				\$163,245.00		\$186,205.00		\$280,625.25		\$191,462.50
Total Amount Bid - Schedule A -	Demolition/Preparation	n/Controls	6		\$914,053.00		\$1,141,260.00		\$1,251,193.10] [\$1,447,417.61
Total Amount Bid - Schedule A -	Demolition/Preparation	n/Controls	3	1	\$914,053.00		\$1,141,260.00		\$1,251,193.10] [\$1,447,417.61
Total Amount Bid - Schedule B -					\$1,642,847.00		\$1,515,330.00		\$1,610,829.04		\$1,538,547.50
Total Amount Bid - Schedule C -	· Pavement Markings ar	nd Signag	e		\$17,569.00		\$13,360.00		\$22,934.69		\$20,193.25
Total Amount Bid - Schedule D -	- Drainage				\$893,628.00		\$1,157,650.00		\$972,733.58		\$1,310,512.50
Total Amount Bid - Schedule E -	· Water				\$893,261.00		\$1,034,930.00		\$844,228.80		\$995,533.00
Total Amount Bid - Schedule F -	Sanitary Sewer				\$571,550.00		\$644,935.00		\$793,153.81		\$732,699.50
Total Amount Bid - Schedule G -	- Illumination				\$26,293.00		\$86,900.00		\$113,350.71		\$85,805.50
Total Amount Bid - Schedule H -	- Landscaping				\$30,000.00		\$30,000.00		\$30,000.00		\$30,000.00
Total Amount - Base Bid - (A + I	B + C + D + E + F + G +	H)			\$4,989,201.00		\$5,624,365.00		\$5,638,423.73		\$6,160,708.86

\$163,245.00

\$186,205.00

\$191,462.50

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: _

Owner:	City of Rockwall			BI	DDER 5	BII	DDER 6	BII	DDER 7
Job No.:	064420917			Tise	o Paving Co	Apple Paver	ment Services, LLC	McMahor	n Contracting, LP
Project:	W. Boydstun Avenue/Forest Trace			419	US Hwy 80 E	14850 Mont	fort Drive, Ste. 295	3019 Ro	y Orr Boulevard
Date:	June 17, 2025		_		uite, TX 75150	Dalla	s, TX 75254	Grand P	rairie, TX 75050
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Schedul	e A - Demolition/Preparation/Controls								
1	Mobilization	1	LS	\$141,000.00	\$141,000.00	\$300,000.00	\$300,000.00	\$632,673.60	\$632,673.60
2	General Site Preparation	1	LS	\$167,000.00	\$167,000.00			\$162,163.30	\$162,163.30
3	Unclassified Street Excavation	4750	CY	\$32.95	\$156,512.50		\$166,250.00		\$181,355.00
	Traffic Control Plan, Barricades, Signs & Related Devices,	1	LS	\$360,000.00	\$360,000.00		\$55,000.00	\$109,819.20	\$109,819.20
4	Implementation & Maintenance								
	Sawcut, Remove and Dispose of Concrete Pavement (including	11710	SY	\$17.80	\$208,438.00	\$20.00	\$234,200.00	\$18.69	\$218,859.90
5	Curb), Driveways, Alleys (All Depths and Types)								
	Sawcut, Remove and Dispose of Concrete Sidewalk including	305	SY	\$27.55	\$8,402.75	\$25.00	\$7,625.00	\$25.76	\$7,856.80
6	Curb Ramps								
7	Remove Existing 5' Inlet	2	EA	\$550.00	\$1,100.00	\$3,125.00	\$6,250.00	\$727.69	\$1,455.38
8	Remove Existing 10' Inlet	8	EA	\$550.00	\$4,400.00	\$3,750.00	\$30,000.00	\$708.50	\$5,668.00
9	Remove Existing Storm Manhole	1	EA	\$550.00	\$550.00	\$5,625.00	\$5,625.00		\$1,530.59
10	Remove and Dispose of Existing 18" Storm Drain Pipe (RCP)	205	LF	\$44.00	\$9,020.00	\$75.00	\$15,375.00		\$8,829.35
11	Remove and Dispose of Existing 24" Storm Drain Pipe (RCP)	995	LF	\$44.00	\$43,780.00	\$81.25	\$80,843.75	\$36.04	\$35,859.80
12	Remove and Dispose of Existing 36" Storm Drain Pipe (RCP)	75	LF	\$44.00	\$3,300.00	\$93.75	\$7,031.25		\$3,697.50
13	Remove Existing Sanitary Sewer Manhole	2	EA	\$550.00	\$1,100.00	\$4,375.00	\$8,750.00		\$3,061.16
14	Remove Existing Light Pole and Foundation	8	EA	\$3,388.50	\$27,108.00	\$1,750.00	\$14,000.00		\$22,184.00
15	Remove and Reinstall Mailbox (Wood/Metal Post Style)	17	EA	\$500.00	\$8,500.00	\$1,200.00	\$20,400.00		\$2,006.00
16	Remove and Relocate Mailbox (Brick Style)	14	EA	\$3,200.00	\$44,800.00	\$2,250.00	\$31,500.00		\$22,302.00
17	Remove and Relocate Mailbox (Stone Style)	1	EA	\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00		\$1,947.00
18	Remove and Relocate Brick Column	3	EA	\$5,600.00	\$16,800.00	\$3,500.00	\$10,500.00		\$7,080.00
	Remove and Dispose of Trees (10" or Smaller Including Crepe	2	EA	\$1,095.30	\$2,190.60	\$1,750.00	\$3,500.00	\$324.50	\$649.00
	Myrtle)								
20	Remove and Dispose of Trees (11" or Larger)	15	EA	\$1,432.30	\$21,484.50	\$2,000.00	\$30,000.00	\$725.70	\$10,885.50
21	Solid Block Sodding	4460	SY	\$13.75	\$61,325.00	\$12.00	\$53,520.00		\$78,674.40
22	Irrigation	1	LS	\$55,000.00	\$55,000.00		\$15,000.00		\$44,300.00
	Stormwater Pollution Prevention Plan & Erosion Control (Install,	1	LS	\$25,500.00	\$25,500.00	\$20,000.00	\$20,000.00	\$12,738.10	\$12,738.10
	Maintain and Remove)								
24	Trench Safety	7570	LF	\$4.40	\$33,308.00	\$3.00	\$22,710.00	\$1.54	\$11,657.80
Total An	nount Bid - Schedule A - Demolition/Preparation/Controls	S			\$1,407,119.35		\$1,181,580.00		\$1,587,253.38

Owner:	City of Rockwall		BI	DDER 5	BII	DDER 6	BI	DDER 7	
Job No.:	064420917			Tise	o Paving Co	Apple Pave	ment Services, LLC	McMahoi	n Contracting, LP
Project:	W. Boydstun Avenue/Forest Trace			419	US Hwy 80 E	14850 Mon	tfort Drive, Ste. 295	3019 Ro	y Orr Boulevard
Date:	June 17, 2025				uite, TX 75150	Dalla	s, TX 75254	Grand P	rairie, TX 75050
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Schedul	e B - Paving								
25	6-inch Thick, Reinforced Concrete Pavement	10930	SY	\$78.05	\$853,086.50	\$85.00	\$929,050.00	\$77.85	\$850,900.50
26	6-inch Thick, Flexible Base (Type A) (Grade 1 or 2)	11545	SY	\$33.55	\$387,334.75	\$30.00	\$346,350.00	\$22.95	\$264,957.75
27	7-inch Thick (Max), Reinforced Concrete Pavement (Alley)	95	SY	\$93.50	\$8,882.50	\$125.00	\$11,875.00	\$83.56	\$7,938.20
	7-inch Thick (Max), Reinforced Concrete Pavement (Alley) (High	40	SY	\$137.50	\$5,500.00	\$175.00	\$7,000.00	\$150.29	\$6,011.60
28	Early Strength)								
29	7-inch Thick, Reinforced Concrete Alley Approach	300	SY	\$88.00	\$26,400.00	\$100.00	\$30,000.00	\$82.15	\$24,645.00
	7-inch Thick, Reinforced Concrete Alley Approach (High Early	50	SY	\$143.00	\$7,150.00	\$125.00	\$6,250.00	\$84.81	\$4,240.50
30	Strength)								
31	6-inch Thick, Flexible Base (Crushed Stone) (Alley)	550	SY	\$38.35	\$21,092.50	\$22.00	\$12,100.00	\$23.34	\$12,837.00
32	6-inch Thick, Driveway (Concrete)	60	SY	\$84.70	\$5,082.00	\$115.00	\$6,900.00	\$208.99	\$12,539.40
33	6-inch Thick, Driveway (Special Material)	75	SY	\$192.50	\$14,437.50	\$175.00	\$13,125.00	\$216.27	\$16,220.25
34	6-inch Thick, Reinforced Concrete Driveway Approach	475	SY	\$84.70	\$40,232.50	\$110.00	\$52,250.00	\$130.62	\$62,044.50
35	6-inch Standard Concrete Curb on Back of Sidewalk	35	LF	\$27.50	\$962.50	\$30.00	\$1,050.00	\$22.39	\$783.65
36	4-inch Thick, Reinforced Concrete Sidewalk	2275	SY	\$68.20	\$155,155.00	\$85.00	\$193,375.00	\$143.36	\$326,144.00
37	4-inch Thick, Sidewalk (Special Material)	50	SY	\$165.00	\$8,250.00	\$175.00	\$8,750.00	\$156.11	\$7,805.50
38	Curb/Sidewalk Under Drain Flume	2	EA	\$1,650.00	\$3,300.00	\$2,500.00	\$5,000.00	\$2,607.54	\$5,215.08
39	6-inch Thick, Concrete Flume	35	LF	\$44.00	\$1,540.00	\$65.00	\$2,275.00	\$57.47	\$2,011.45
40	TxDOT Type 1 Curb Ramp	2	EA	\$2,750.00	\$5,500.00	\$3,500.00	\$7,000.00	\$2,708.10	\$5,416.20
41	TxDOT Type 2 Curb Ramp	16	EA	\$2,750.00	\$44,000.00	\$2,900.00	\$46,400.00	\$2,714.00	\$43,424.00
42	TxDOT Type 10 Curb Ramp	3	EA	\$2,860.00	\$8,580.00	\$3,500.00	\$10,500.00	\$4,130.00	\$12,390.00
43	TxDOT Type 10 Curb Ramp (No Detectable Warning Surface)	28	EA	\$2,090.00	\$58,520.00	\$1,750.00	\$49,000.00	\$3,894.00	\$109,032.00
44	Concrete Steps	190	SF	\$22.00	\$4,180.00	\$25.00	\$4,750.00	\$35.40	\$6,726.00
45	Concrete Steps (Special Material)	140	SF	\$93.50	\$13,090.00	\$45.00	\$6,300.00	\$76.70	\$10,738.00
Total An	nount Bid - Schedule B - Paving				\$1,672,275.75		\$1,749,300.00		\$1,792,020.58
				-		<u>-</u>			
Schedul	e C - Pavement Markings and Signage								
46	Type I (Y) Sld 4" (90 Mil)	595	LF	\$1.65	\$981.75	\$5.00	\$2,975.00	\$1.77	\$1,053.15
47	Type I (W) Sld 8" (90 Mil)	50	LF	\$3.85	\$192.50	\$10.00	\$500.00	\$4.13	\$206.50
48	Type I (W) Sld 24" (90 Mil)	95	LF	\$16.50	\$1,567.50	\$20.00	\$1,900.00	\$17.70	\$1,681.50
49	Type I (W) Arrow (TxDOT)	1	EA	\$269.50	\$269.50	\$500.00	\$500.00	\$289.10	\$289.10
50	Type I (W) Word (TxDOT)	1	EA	\$544.50	\$544.50	\$800.00	\$800.00	\$584.10	\$584.10
51	Signage	15	EA	\$984.50	\$14,767.50	\$1,250.00	\$18,750.00	\$1,056.10	\$15,841.50
Total An	nount Bid - Schedule C - Pavement Markings and Signag	е			\$18,323.25	<u> </u>	\$25,425.00		\$19,655.85

Owner:	City of Rockwall			ВІ	DDER 5	ВІ	DDER 6	BI	DDER 7
Job No.:	064420917		_	Tise	eo Paving Co	Apple Pave	ment Services, LLC	McMahor	n Contracting, LP
Project:	W. Boydstun Avenue/Forest Trace		_		US Hwy 80 E	* *	tfort Drive, Ste. 295		y Orr Boulevard
Date:	June 17, 2025		_		uite, TX 75150		as, TX 75254		rairie, TX 75050
Item No.	Item Description	Quantity	Unit	·	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
	e D - Drainage								
52	18-inch Reinforced Concrete Pipe (RCP) (Class III)	780	LF	\$146.30	\$114,114.00	\$200.00	\$156,000.00	\$105.32	\$82,149.60
53	18-inch Reinforced Concrete Pipe (RCP) (Class IV)	15	LF	\$148.50	\$2,227.50	\$206.25	\$3,093.75	\$108.84	\$1,632.60
54	24-inch Reinforced Concrete Pipe (RCP) (Class III)	220	LF	\$178.20	\$39,204.00	\$275.00	\$60,500.00	\$168.22	\$37,008.40
55	30-inch Reinforced Concrete Pipe (RCP) (Class III)	650	LF	\$220.00	\$143,000.00	\$475.00	\$308,750.00	\$224.86	\$146,159.00
56	36-inch Reinforced Concrete Pipe (RCP) (Class III)	640	LF	\$302.50	\$193,600.00	\$512.50	\$328,000.00	\$206.53	\$132,179.20
57	42-inch Reinforced Concrete Pipe (RCP) (Class III)	210	LF	\$385.00	\$80,850.00	\$625.00	\$131,250.00	\$402.46	\$84,516.60
58	Standard Curb Inlet (10')	4	EA	\$9,988.00	\$39,952.00	\$18,750.00	\$75,000.00	\$7,994.80	\$31,979.20
59	Standard Curb Inlet (15')	6	EA	\$13,860.00	\$83,160.00	\$23,125.00	\$138,750.00	\$10,779.30	\$64,675.80
60	Standard Curb Inlet (20')	5	EA	\$17,732.00	\$88,660.00	\$26,875.00	\$134,375.00	\$12,390.00	\$61,950.00
61	Alley Curb Inlet Under Pavement (15')	1	EA	\$22,330.00	\$22,330.00	\$25,000.00	\$25,000.00	\$12,938.70	\$12,938.70
62	Curb Inlet Under Pavement (10') (Change due to Conflict)	1	EA	\$12,650.00	\$12,650.00	\$18,750.00	\$18,750.00	\$12,938.70	\$12,938.70
63	Curb Inlet Under Pavement (15') (Change due to Conflict)	2	EA	\$18,942.00	\$37,884.00	\$23,125.00	\$46,250.00	\$17,452.20	\$34,904.40
64	Curb Inlet Under Pavement (20') (Change due to Conflict)	3	EA	\$24,387.00	\$73,161.00	\$26,875.00	\$80,625.00	\$20,060.00	\$60,180.00
65	4' x 4' Standard Square Manhole	5	EA	\$10,472.00	\$52,360.00	\$13,750.00	\$68,750.00	\$6,065.20	\$30,326.00
66	6' x 6' Standard Square Manhole	2	EA	\$16,885.00	\$33,770.00	\$18,750.00	\$37,500.00	\$14,466.80	\$28,933.60
67	Connect Prop. 18-inch RCP to Exist. 18-inch RCP	1	EA	\$880.00	\$880.00	\$3,750.00	\$3,750.00	\$1,462.29	\$1,462.29
	Connect Prop. 36-inch RCP to Exist. 24-inch RCP	1	EA	\$990.00	\$990.00	\$3,750.00	\$3,750.00	\$1,462.29	\$1,462.29
	Connect Prop. 6' x 6' Standard Square Manhole to Exist. 54-inch	1	EA	\$1,320.00	\$1,320.00	\$5,625.00	\$5,625.00	\$1,180.00	\$1,180.00
69	RCP								
70	6" PVC Under Drain	3000	LF	\$96.80	\$290,400.00	\$68.75	\$206,250.00	\$59.16	\$177,480.00
Total An	nount Bid - Schedule D - Drainage				\$1,310,512.50		\$1,831,968.75		\$1,004,056.38
				•		'			
Schedul	e E - Water								
71	PVC Water Line (8-inch) (AWWA C900) (DR 14) (By Open Cut)	2720	LF	\$101.20	\$275,264.00	\$87.50	\$238,000.00	\$143.49	\$390,292.80
72	PVC Water Line (16inch) (AWWA C900) (DR 18) (By Open Cut)	410	LF	\$202.40	\$82,984.00	\$206.25	\$84,562.50	\$210.55	\$86,325.50
73	Controlled Low Strength Material (CLSM) for Utilities	60	LF	\$49.50	\$2,970.00	\$275.00	\$16,500.00	\$234.51	\$14,070.60
74	Lower Existing Water Line	1	EA	\$57,200.00	\$57,200.00	\$10,625.00	\$10,625.00	\$15,370.46	\$15,370.46
75	Water Line Service Installation (1-inch) (Short)	21	EA	\$1,540.00	\$32,340.00	\$2,375.00	\$49,875.00	\$2,372.43	\$49,821.03
76	Water Line Service Installation (1-inch) (Long)	10	EA	\$2,090.00	\$20,900.00	\$2,937.50	\$29,375.00	\$2,399.34	\$23,993.40
77	Temporary Water Service	1	LS	\$93,500.00	\$93,500.00	\$1,875.00	\$1,875.00	\$12,736.65	\$12,736.65
78	Gate Valve (8-inch)	27	EA	\$3,190.00	\$86,130.00	\$3,593.75	\$97,031.25	\$3,617.99	\$97,685.73
79	Butterfly Valve (16-inch)	4	EA	\$27,500.00	\$110,000.00	\$23,125.00	\$92,500.00	\$25,521.46	\$102,085.84
80	Adjust Existing Water Valve	7	EA	\$880.00	\$6,160.00	\$625.00	\$4,375.00	\$791.76	\$5,542.32
81	Abandon Existing Water Valve	11	EA	\$550.00	\$6,050.00	\$125.00	\$1,375.00	\$376.51	\$4,141.61
82	Standard Fire Hydrant Assembly and 6-inch Lead	8	EA	\$8,910.00	\$71,280.00	\$9,375.00	\$75,000.00	\$8,123.50	\$64,988.00
83	Remove and Salvage Existing Fire Hydrant Assembly	5	EA	\$550.00	\$2,750.00	\$2,312.50	\$11,562.50	\$1,046.68	\$5,233.40
84	Adjust Existing Fire Hydrant Assembly	3	EA	\$935.00	\$2,805.00	\$1,375.00	\$4,125.00	\$1,997.79	\$5,993.37
	Ductile Iron Fittings	6	TON	\$9,350.00	\$56,100.00	\$5,250.00	\$31,500.00	\$10,206.83	\$61,240.98
	Connect Prop. 8-inch Water Line to Exist. 6-inch Water Line	2	EA	\$6,600.00	\$13,200.00	\$1,875.00	\$3,750.00	\$2,394.17	\$4,788.34
	Connect Prop. 8-inch Water Line to Exist. 8-inch Water Line	6	EA	\$6,600.00	\$39,600.00	\$1,875.00	\$11,250.00	\$2,519.74	\$15,118.44
	Connect Prop. 16-inch Water Line to Exist. 16-inch Water Line	2	EA	\$18,150.00	\$36,300.00	\$3,593.75	\$7,187.50	\$17,054.29	\$34,108.58
Total An	nount Bid - Schedule E - Water				\$995,533.00		\$770,468.75		\$993,537.05

Owner:	City of Rockwall			BI	DDER 5	BII	DDER 6	BII	DDER 7
Job No.:	064420917		_	Tise	o Paving Co	Apple Paver	ment Services, LLC	McMahor	Contracting, LP
Project: W. Boydstun Avenue/Forest Trace			_		US Hwy 80 E	14850 Montfort Drive, Ste. 295		3019 Roy Orr Boulevard	
Date: June 17, 2025		-	Mesquite, TX 75150		Dallas, TX 75254		Grand Prairie, TX 75050		
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Schedul	e F - Sanitary Sewer								
89	PVC Gravity Sewer Pipe (8-inch) (SDR 26) (By Open Cut)	595	LF	\$112.20	\$66,759.00	\$81.25	\$48,343.75	\$145.13	\$86,352.35
	PVC Gravity Sewer Pipe (10-inch) (SDR 26) (In Place By Open	40	LF	\$121.00	\$4,840.00	\$118.75	\$4,750.00	\$161.88	\$6,475.20
90	Cut)								
91	PVC Gravity Sewer Pipe (8-inch) (SDR 35) (By Open Cut)	780	LF	\$108.90	\$84,942.00	\$81.25	\$63,375.00	\$138.74	\$108,217.20
00	PVC Gravity Sewer Pipe (8-inch) (SDR 35) (In Place By Open	175	LF	\$132.00	\$23,100.00	\$81.25	\$14,218.75	\$138.75	\$24,281.25
92	Cut)	500		£4.40.00	Ф 7 5 700 00	Φ440.7F	\$00,007.50	#450.04	\$00.007.00
93	PVC Gravity Sewer Pipe (10-inch) (SDR 35) (By Open Cut) 8-inch HDPE DR17 Sewer Pipe (Trenchless Method by Pipe	530 365	LF LF	\$143.00 \$137.50	\$75,790.00 \$50,187.50	\$118.75 \$110.63	\$62,937.50 \$40,370.05	\$156.24	\$82,807.20 \$180,667.70
94	Bursting)	300	LF	\$137.50	Φ 50,167.50	\$110.63	\$40,379.95	\$494.98	\$100,007.70
J-	10-inch HDPE DR17 Sewer Pipe (Trenchless Method by Pipe	125	LF	\$157.30	\$19,662.50	\$300.00	\$37,500.00	\$716.11	\$89,513.75
95	Bursting)	.20		ψ.σσσ	ψ10,002.00	φοσοισσ	φο, ,σσσ.σσ	Ψ	φοσ,σ τσ σ
96	Controlled Low Strength Material (CLSM) for Utilities	305	LF	\$49.50	\$15,097.50	\$250.00	\$76,250.00	\$222.41	\$67,835.05
97	Furnish and Install Steel Casing	20	LF	\$195.80	\$3,916.00	\$237.50	\$4,750.00	\$153.75	\$3,075.00
	Sanitary Sewer Service Installation (4-inch including cleanout)	13	EA	\$1,650.00	\$21,450.00	\$2,250.00	\$29,250.00	\$1,928.27	\$25,067.51
98	(Short)					•			
00	Sanitary Sewer Service Installation (4-inch including cleanout)	20	EA	\$6,490.00	\$129,800.00	\$2,625.00	\$52,500.00	\$1,923.43	\$38,468.60
99	(Long)		Ε.Δ	¢4 405 00	£44.000.00	CO 400 00	\$40,000,00	¢2 204 00	¢40,400,00
100 101	Sanitary Sewer Service Installation (Pipe Bursting) Sanitary Sewer Manhole (48-inch diameter) (Complete)	<u>8</u>	EA EA	\$1,485.00 \$13,200.00	\$11,880.00 \$92,400.00	\$2,490.00 \$15,000.00	\$19,920.00 \$105,000.00	\$2,301.00 \$14,232.38	\$18,408.00 \$99,626.66
101	Sanitary Sewer Mannole (40-inch diameter) (Complete)	1	EA	\$15,200.00	\$92,400.00 \$15,400.00	\$15,000.00	\$105,000.00	\$14,450.88	\$14,450.88
102	Sanitary Sewer Manhole (48-inch diameter) (Complete In Place)	ı	LA	ψ13,400.00	Ψ13,400.00	ψ13,000.00	ψ13,000.00	ψ14,430.00	Ψ14,450.00
103	Sanitary Sewer Manhole (60-inch diameter) (Complete)	2	EA	\$19,800.00	\$39,600.00	\$19,375.00	\$38,750.00	\$19,191.06	\$38,382.12
104	Sanitary Sewer Drop Manhole (72-inch diameter) (Complete)	1	EA	\$25,300.00	\$25,300.00	\$23,750.00	\$23,750.00	\$33,355.43	\$33,355.43
105	Rehabilitate Exist. Sanitary Sewer Manhole	5	EA	\$3,850.00	\$19,250.00	\$6,250.00	\$31,250.00	\$4,130.00	\$20,650.00
106	Connect Prop. PVC to Exist. Sanitary Sewer Manhole	3	EA	\$1,540.00	\$4,620.00	\$1,875.00	\$5,625.00	\$4,395.43	\$13,186.29
107	Adjust Existing Manhole Rim Elevation	1	EA	\$1,045.00	\$1,045.00	\$325.00	\$325.00	\$2,254.45	\$2,254.45
108 109	Abandon Existing Sanitary Sewer Manhole	2	EA EA	\$825.00 \$330.00	\$1,650.00 \$330.00	\$2,500.00 \$125.00	\$5,000.00 \$125.00	\$1,194.01 \$899.30	\$2,388.02 \$899.30
	Abandon Existing Sanitary Sewer Cleanout Point Repair	<u> </u>	EA	\$6,820.00	\$27,280.00		-	\$11,010.51	\$44,042.04
	nount Bid - Schedule F - Sanitary Sewer		LA	ψ0,020.00	\$734,299.50	Ψ10,023.00	\$721,499.95		\$1,000,404.00
Total All	July School Survey			1	ψ10-1,200100	L	Ψ121,400100	J L	ψ1,000,404.00
Schedul	e G - Illumination								
111	Street Light Foundation	8	EA	\$2,805.00	\$22,440.00	\$3,250.00	\$26,000.00	\$3,009.00	\$24,072.00
112	2-inch SCH 80 PVC Conduit by Open Cut	55	LF	\$33.00	\$1,815.00	\$85.00	\$4,675.00	\$35.40	\$1,947.00
113	Ground Box Ty C (162911) w/ Apron	3	EA	\$2,183.50	\$6,550.50	\$3,500.00	\$10,500.00	\$2,342.30	\$7,026.90
114	Electrical Connection (Street Illumination)	8	EA	\$6,875.00	\$55,000.00	\$2,500.00	\$20,000.00	\$7,375.00	\$59,000.00
Total An	nount Bid - Schedule G - Illumination				\$85,805.50		\$61,175.00		\$92,045.90
Schedul	e H - Landscaping								
115	Landscaping (Allowance)	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Total An	nount Bid - Schedule H - Landscaping				\$30,000.00		\$30,000.00		\$30,000.00

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY:

Jacob Reinig, P.E. 06/17/2025

Owner: City of Rockwall			BI	DDER 5	BIDDER 6		BIDDER 7		
Job No.: 064420917			Tiseo Paving Co		Apple Pavement Services, LLC		McMahon Contracting, LP		
Project: W. Boydstun Avenue/Forest Trace			419 US Hwy 80 E		14850 Montfort Drive, Ste. 295		3019 Roy Orr Boulevard		
Date: June 17, 2025			Mesquite, TX 75150		Dallas, TX 75254		Grand Prairie, TX 75050		
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Alternate A - Flexible Base									
116	6-inch Thick, Flexible Base (Type A) (Grade 1 or 2)	-11545	SY	\$33.55	-\$387,334.75	\$30.00	-\$346,350.00	\$22.95	-\$264,957.75
117	Unclassified Street Excavation	1290	CY	\$46.05	\$59,404.50	\$35.00	\$45,150.00	\$38.18	\$49,252.20
118	10-inch Thick, Flexible Base (Type A) (Grade 1 or 2)	11545	SY	\$54.90	\$633,820.50	\$45.00	\$519,525.00	\$31.87	\$367,939.15
Total Amount Bid - Alternate A - Flexible Base				\$305,890.25		\$218,325.00		\$152,233.60	

Total Amount Bid - Schedule A - Demolition/Preparation/Controls	\$1,407,119.35	\$1,181,580.00	\$1,587,253.38
Total Amount Bid - Schedule B - Paving	\$1,672,275.75	\$1,749,300.00	\$1,792,020.58
Total Amount Bid - Schedule C - Pavement Markings and Signage	\$18,323.25	\$25,425.00	\$19,655.85
Total Amount Bid - Schedule D - Drainage	\$1,310,512.50	\$1,831,968.75	\$1,004,056.38
Total Amount Bid - Schedule E - Water	\$995,533.00	\$770,468.75	\$993,537.05
Total Amount Bid - Schedule F - Sanitary Sewer	\$734,299.50	\$721,499.95	\$1,000,404.00
Total Amount Bid - Schedule G - Illumination	\$85,805.50	\$61,175.00	\$92,045.90
Total Amount Bid - Schedule H - Landscaping	\$30,000.00	\$30,000.00	\$30,000.00
	<u></u>		
Total Amount - Base Bid - (A + B + C + D + E + F + G + H)	\$6,253,868.85	\$6,371,417.45	\$6,518,973.14
Total Amount Bid - Alternate A - Flexible Base	\$305,890.25	\$218,325.00	\$152,233.60



MEMORANDUM

TO: Mary Smith City Manager

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

DATE: July 7, 2024

SUBJECT: Construction Materials Testing for the W. Boydstun and Forest Tract

Reconstruction Project

City's Engineering Standards of Design and Construction Manual requires that construction material testing occur on all projects constructed by the City. Proper material testing ensures that City projects are constructed with materials that meet the City's standards, and which have the potential to reduce future maintenance and operational expenses after the construction is complete.

Staff requests that the City Council consider approving the construction materials testing contract for the W. Boydstun Avenue and Forest Trace Reconstruction Project and authorize the City Manager to execute a contract with Alliance Geotechnical Group in the amount not to exceed \$285,120.00 which will be funded by *2018 Street Bonds*, and take any action necessary.

Cc: Jonathan Browning, P.E., CFM, Civil Engineer

File





May 30, 2025

Proposal No.: P25-0567C

Jonathan Browning, P.E. CFM Assistant City Engineer City of Rockwall 385 S. Goliad Rockwall, TX 75087

email: jbrowning@rockwall.com

Subject: Construction Materials Testing Services

W. Boydstun Avenue/Forest Trace Reconstruction

Rockwall, Texas

Dear Mr. Browning,

Alliance Geotechnical Group (Alliance) is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand we have been selected based on the Professional Services Procurement Act.

PROJECT INFORMATION

Based on our review of the project plans, specifications, and geotechnical report, we understand that the project will consist of the following:

- ♦ Concrete
 - ♦ Paving/Alleys/Driveways
 - ♦ Sidewalk/Inlets/Manholes
 - ♦ Flumes/Curb Ramps/Steps
- ♦ Earthwork
 - ♦ Flexbase at Paving
 - ♦ Roadway Embankment
 - Drainage (Storm Drain/Sanitary Sewer/Water Line)







SCOPE OF SERVICES

The following scope of services is based our review of project plans and specifications dated May 8, 2025, and is limited to providing testing and/or observations for the previously mentioned construction. *We do request that your construction representative provide us with a 24-hour notice for scheduling purposes.* As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Inspections and Testing for Earthwork

- ➤ Obtain and perform laboratory moisture/density relations (ASTM D698/D1557/D558, TEX-113-E, TEX-114-E) and soil classification tests (liquid limit, plastic limit and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the rate of one (1) per 300 lf/lift at paving subgrade and utility backfill

Inspections and Testing for Concrete Construction

- Perform reinforcing steel inspection prior to concrete placement (if requested; generally the same day unless the scope of pour deemed too large by AGG) for conformance with project plans and reviewed shop drawings
- ➤ During concrete pours, for each intended use, AGG shall sample concrete from the first concrete truck on each day of concrete pouring and a minimum of one truck every 100 cubic yards thereafter, with a minimum of one sample for each day's placement.
- Perform testing and inspections during concrete placements, which will include:
 - collect a copy of the batch ticket and verify mix design matches reviewed submittal (provided that approved mix designs are provided to AGG)
 - collect a sample in accordance with ASTM C172
 - perform slump test in accordance with ASTM C143
 - perform air content test in accordance with ASTM C231 or ASTM C173
 - perform unit weight test in accordance with ASTM C138
 - record concrete temperature in accordance with ASTM C1064
 - fabricate cylinders molded and standard-cured in accordance with ASTM C31;
 either four 6" x 12" or five 4" x 8"
 - perform compression testing in accordance with ASTM C39

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing and management performed, we suggest an **estimated budget of \$285,120.00.** The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. The City of Rockwall and Alliance Geotechnical Group, Inc. may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by AGG will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.



Please indicate your approval of the proposal and the Alliance Geotechnical Group's General Conditions by either signing the below acceptance form and returning to our office, or issuing a contract and/or purchase order. Any modifications to the attached language must be accepted by both parties.

We appreciate the opportunity to provide you with our services. Please call us if you have any questions or wish to discuss any aspect of our proposal. Following your authorization, we are ready to begin work and look forward to a successful project.

Sincerely,

Alliance Geotechnical Group

DBE, MBE, SBE Certified

Oaron allen

Aaron J. Allen, P.E. CME Division Engineer

Attachments: Project Data Sheet – Budget (Estimated Quantities & Fees)

Acceptance Form

Remarks

Alliance Geotechnical Group General Conditions



CME ACCEPTANCE FORM

Date: May 30, 2025 AGG Cost Estimate No: P25-0567C

Project Name: W. Boydstun Ave/Forest Trace CME Estimate: \$285,120.00

Reconstruction

Project City: Rockwall, Texas

Highlighted Areas Must Be Filled Out

CLIENT: City of Rockwall	ATTN: Jonathan Browning
ADDRESS: 385 S. Goliad	EMAIL: jbrowning@rockwall.com
CITY/STATE/ZIP: Rockwall, TX 75087	PHONE/FAX: 972-771-7745
OWNER OF PROPERTY: City of Rockwall	
ADDRESS:	CITY/STATE/ZIP:
PROJECT LEGAL DESCRIPTION: W. Boydstun Ave	and Forest Trace
PROJECT COUNTY: Rockwall	

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Dallas, Texas.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before reports are issued. Service for welding certifications and ferroscan work must be paid prior to work or upon arrival to the site to perform the work.

Cost Estimate ACCEPTED BY:			City Enginee	er	6-24-2025
	Signature		Title		Date
Accounts Payable Contact:					
Name: Donna Allen	Phone:	972-771-7700		Email:	dallen@rockwall.com

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technician's time ticket upon completion of our daily work (if required):

If no names are provided it will be understood no authorized field representative signature was required.



REPORT DISTRIBUTION

City of Rockwall Jonathan Browning jbrowning@roc City of Rockwall James Rice jrice@rockwall.	
City of Bookwall	kwall.com
City of Rockwall James Rice Jilce @Tockwall.	com
Kimley-Horn Jacob Reinig jacob.reinig@kii	mley-horn.com
Kimley-Horn Brian Lee brian.lee@kimle	y-horn.com

REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Dallas within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoices is not contingent on Client's agreement or acceptance of Alliance Geotechnical Group's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify Alliance Geotechnical Group in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional copies to individuals not listed on acceptance form whether physically or electronically, will be billed at administrative rate. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip (rounded to the nearest whole hour) applies to all field work, U.N.O. Field density testing will be charged at a minimum of 3 tests per trip.

All reports are available on line via user log in at www.alliancerpts.com

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. Schedule call made after these hours will be returned in the order received. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want Alliance to guarantee a technician on site at the desired time. Dispatch phone number is 214-500-3105. Note: You must reference Alliance's job project number to schedule services. If project number is unknown please reference cost estimate number shown on the CMT acceptance form.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.

Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday through Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation – If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, whichever is greater.



Alliance Geotechnical Group provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroscan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, Alliance Geotechnical Group employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



AGG Proposal No.: P25-0567C

30-May-25

Cost Estimate Construction Materials Engineering & Testing Services for W. Boydstun Avenue/Forest Trace Reconstruction

W. Boydstun Avenue	T Tace	Reconstruc	LIOII			
	Procedure /					
Description	Bill Code	Units	Quantity	Unit Price		Total
Earthwork - Paving/Alleys/Driveways				T	ı	
Laboratory Compaction Characteristics of Soil Using Standard Effort	ASTM D698	each	8	\$ 225.00	\$	1,800.00
Laboratory Compaction Characteristics of Soil Using Modified Effort	ASTM D1557	each	2	\$ 325.00	\$	650.00
Material in Soils Finer than No. 200 Sieve	ASTM D1140	each	10	\$ 75.00	\$	750.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	each	8	\$ 75.00	\$	600.00
Material Sampling for in-lab testing	1408	lump sum	3	\$ 275.00	\$	825.00
Nuclear Gauge Fee	1340	day	40	\$ 85.00	\$	3,400.00
Earthwork Inspection and Testing	1400	hour	240	\$ 70.00	\$	16,800.00
Vehicle Trip Charge	1322	trip	40	\$ 60.00	\$	2,400.00
Project Manager	1307	hour	28	\$ 105.00	\$	2,940.00
Earthwork - Sidewalk/Roadway Embankment						·
Nuclear Gauge Fee	1340	day	30	\$ 85.00	\$	2,550.00
Earthwork Inspection and Testing	1400	hour	150	\$ 70.00	\$	10,500.00
Vehicle Trip Charge	1322	trip	30	\$ 60.00	\$	1,800.00
Project Manager	1307	hour	15	\$ 105.00	\$	1,575.00
Earthwork - Storm Drain/Water Line/Sanitary Sewer/Laterals						,
Nuclear Gauge Fee	1340	day	55	\$ 85.00	\$	4,675.00
		,				
Earthwork Inspection and Testing	1400	hour	330	\$ 70.00	\$	23,100.00
Vehicle Trip Charge	1322	trip	55	\$ 60.00	\$	3,300.00
Project Manager	1307	hour	30	\$ 105.00	\$	3,150.00
Concrete - Paving/Alleys/Driveways	4000	la a con	000	ф 00.00	I _	40.000.00
Concrete Technician	1000	hour	300	\$ 60.00	\$	18,000.00
Concrete Technician Overtime	1001	hour	50	\$ 90.00	\$	4,500.00
Compressive Strength of Cylindrical Concrete Specimens	ASTM C39	each	250	\$ 35.00		8,750.00
Concrete Cylinder Pick Up	1008	lump sum	50	\$ 275.00	\$	13,750.00
Vehicle Trip Charge	1322	trip	50	\$ 60.00	\$	3,000.00
Project Manager	1307	hour	44	\$ 105.00	\$	4,620.00
Concrete - Sidewalk/Inlets/Manholes/Flumes/Curb Ramps/Steps						
Concrete Technician	1000	hour	560	\$ 60.00	\$	33,600.00
Compressive Strength of Cylindrical Concrete Specimens	ASTM C39	each	444	\$ 35.00	\$	15,540.00
Concrete Cylinder Pick Up	1008	lump sum	112	\$ 275.00	\$	30,800.00
Vehicle Trip Charge	1322	trip	112	\$ 60.00	\$	6,720.00
Project Manager	1307	hour	86	\$ 105.00	\$	9,030.00
Concrete - Light Pole Footings					ı	
Concrete Technician	1000	hour	12	\$ 60.00	\$	720.00
Compressive Strength of Cylindrical Concrete Specimens	ASTM C39	each	10	\$ 35.00	\$	350.00
Concrete Cylinder Pick Up	1008	lump sum	2	\$ 275.00	\$	550.00
Vehicle Trip Charge	1322	trip	2	\$ 60.00	\$	120.00
Project Manager	1307	hour	2	\$ 105.00	\$	210.00
Reinforcing Steel			25-	I		
Reinforcing Steel Inspection	1100	hour	300	\$ 70.00	\$	21,000.00
Vehicle Trip Charge	1322	trip	75	\$ 60.00	\$	4,500.00
Project Manager	1307	hour	25	\$ 105.00	\$	2,625.00
Contingency	2005				_	
10% Contingency*	2302	lump sum	1	\$ 25,920.00	\$	25,920.00
		TOTAL			\$	285,120.00

^{*10%} Contingency added to account for quantities not anticipated in the original estimate

Alliance Geotechnical Group, Inc. GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF WORK: Alliance Geotechnical Group, Inc., a Texas corporation, doing business as Alliance Geotechnical Group ("Alliance") shall include said company, its particular division, subsidiary or affiliate performing the work. "Work" means the specific engineering design, geotechnical, environmental, or other service(s) performed by Alliance for client as set forth in Alliance's proposal or at client's direction. "This agreement" consists of Alliance's proposal or work order, Alliance's Schedule of Fees, client's written acceptance thereof if accepted by Alliance, and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Alliance. If client is ordering the work on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said work and in such case the term "client" also includes the principal for whom the work is being performed. Prices quoted and charged by Alliance for its work are predicated upon the conditions and the allocations of risks and obligations expressed in this agreement. Unless this agreement specifically provides that Alliance is to perform its work pursuant to specified Federal, State, or local regulations, client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by client is adequate and sufficient for client's intended purpose. Client assumes, and agrees to indemnify Alliance from all third-party liabilities, and shall communicate these General Conditions to each and every third party to whom client transmits any part of Alliance's work product(s). Alliance shall have no duty or obligation to any party other than those duties and obligations expressly set forth in this agreement. Ordering work from Alliance shall constitute acceptance of the terms of this agreement.
- 2. RESPONSIBILITY: Work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction, nor evaluating, reporting or affecting job conditions concerning health, safety or welfare, unless specifically required in the scope of work. Alliance's work or failure to perform same shall not in any way excuse client or any contractor, subcontractor or supplier from performance of its responsibilities in accordance with this agreement or the contract documents.
- 3. OWNERSHIP OF DOCUMENTS: All documents including Drawings, Reports, and Specifications prepared or furnished by Alliance's independent professional associates and consultants are instruments of service and Alliance shall retain an ownership and property interest therein. Any reuse without written verification, is strictly forbidden and any adaptation by Alliance for the specific purpose intended will be at Client's sole risk.
- 4. OPINIONS OF COST: As Alliance has no control over the cost of labor, materials, equipment or services furnished by others or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, opinions of probable costs cannot and do not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Alliance.
- 5. HAZARDOUS MATERIALS: Alliance's work may include limited visual observation, laboratory analyses or physical testing of samples of subsurface and other materials for the purpose of detection, quantification, or identification of the extent, if any, of contamination of subsurface soils or ground water by "hazardous materials", defined elsewhere in this agreement, or being those materials defined as such by RCRA, 42 USC or those identified as such by a state or the Federal EPA, as more specifically stated in Alliance's proposal. Nothing contained within his agreement shall be construed or interpreted as requiring Alliance to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA or within any Federal or State statute or regulation governing the generation, handling, transport, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 6. SCHEDULING OF WORK: The work as set forth in Alliance's proposal will be accomplished in a timely and workmanlike manner by Alliance personnel. If Alliance is required to delay any part of its work to accommodate the requests or requirements of client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of Alliance, additional charges may apply, which client agrees to pay.
- 7. SITE ACCESS, RESTORATION, & DUTY TO NOTIFY: Client will arrange and provide access to each site upon which it will be necessary for Alliance to perform its work. In the event work is required on any site not owned by client, client represents and warrants to Alliance that client has obtained all necessary permissions for Alliance to enter upon the site and conduct its work. Client shall, upon request, provide Alliance with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Alliance. Any work performed by Alliance to obtain permission to enter upon and do work on the lands of others as well as any work performed by Alliance pursuant to this agreement shall be deemed as being done on behalf of client and client agrees to assume all risks thereof. Alliance shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment; however, Alliance has not included in its fee the cost of restoration of damage which may occur. If client or the possessor of any interest in any site desires or requires Alliance to restore site to its former conditions, upon written request of client, Alliance will perform such additional work as is necessary and client agrees to pay Alliance the cost thereof plus Alliance ormal mark-up for overhead and profit. Alliance shall be under no obligation to inform other parties of its activities or discoveries, but shall not be held liable, even if negligent in doing so. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against client and/or others.
- 8. CLIENT'S DUTY TO NOTIFY ALLIANCE: Client represents and warrants that he has advised Alliance of any known or suspected hazardous materials, utility lines, underground or overhead structures, and opplituants at which Alliance is to do work hereunder, and unless Alliance has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ALLIANCE FROM ALL CLAIMS, SUITS, LOSSES, COSTS AND EXPENSES, ("DAMAGES") INCLUDING REASONABLE ATTORNEYS FEES AS A RESULT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OCCURRING WITH RESPECT TO ALLIANCE'S PERFORMANCE OF ITS WORK AND RESULTING FROM OR CAUSED BY CONTACT WITH SUBSURFACE OR LATENT OBJECTS, STRUCTURES, LINES OR CONDUITS WHERE THE ACTUAL OR POTENTIAL PRESENCE AND LOCATION THEREOF WAS NOT REVEALED TO ALLIANCE BY CLIENT REGARDLESS OF WHETHER OR NOT SUCH DAMAGES ARE THE RESULT OF ALLIANCE'S NEGLIGENCE IN WHOLE OR IN PART.
- 9. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from observation, analysis and testing of sample materials shall be reported on boring logs or other test reports and may be considered evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusion based thereon is an opinion based upon engineering judgement and shall not be construed as a representation of fact. Ground water levels and composition may vary due to seasonal and climatic changes and extrinsic conditions and, unless sampling and testing are conducted over an extended period of time, pollutants contained therein may escape detection. A site at which pollutants are not found to exist or at the time of inspection do not in fact exist, may later, due to intervening causes such as natural ground water flows or human intervention, become contaminated. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer, underground stream or other hydrous body not previously contaminated. Because the risks set forth in this paragraph may be unavoidable and because the sampling techniques to be employed are a necessary aspect of Alliance's work on client's behalf, client agrees to assume these risks.
- 10. DISCOVERY OF UNANTICIPATED POLLUTANTS: The discovery of certain pollutants may make it necessary for Alliance to take immediate measures to protect health and safety. Client agrees to reimburse reasonable cost of implementing such measures under the circumstances. Alliance agrees to notify client as soon as practically possible should such pollutants be suspected or discovered.
- 11. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be contaminated will be placed in containers, labeled and left on the site for proper disposition by client. Samples

removed by Alliance for laboratory testing will, upon completion of testing, be disposed by the laboratory in an approved manner or returned to the site for disposal by others.

12. WARRANTY: Alliance's work will be performed, its findings obtained and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services Alliance will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the community. THIS IS IN LIEU OF ALL WARRANTIES OR OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN ALLIANCE REPORTS ARE OPINIONS BASED ON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

IF ALLIANCE OR ANY OF ITS PROFESSIONAL EMPLOYEES IS FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ALLIANCE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE 100% OF THE FEE PAID TO ALLIANCE FOR ITS WORK PERFORMED HEREUNDER.

CLIENT HEREBY RELEASES ALLIANCE FROM ANY SUCH EXCESS LIABILITY, REGARDLESS OF ALLIANCE'S FAULT, NEGLIGENCE, OR STRICT LIABILITY. NEITHER PARTY HERETO SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE OF ANY EXISTING PROPERTY, LOSS OF PROFITS, LOSS OF PRODUCT OR BUSINESS INTERRUPTION HOWEVER THE SAME MAY BE CAUSED, INCLUDING THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF EITHER PARTY. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES WHICH MAY BE OR BECOME AVAILABLE TO EITHER PARTY TO THIS AGREEMENT AT LAW OR IN EQUITY.

- 13. INDEMNITY: Subject to the foregoing limitations, Alliance agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Alliance's negligence to the extent of Alliance's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against Alliance, the party initiating such action shall pay to Alliance the costs and expenses incurred by Alliance to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Alliance shall prevail in such suit. The general liability coverage's are on a primary and non-contributory basis.
- 14. PAYMENT: Client shall be invoiced periodically for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the maximum interest rate permitted under applicable law, until paid. Client agrees to pay Alliance's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Alliance shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein Alliance waives any rights to a mechanic's lien, or any provision conditioning Alliance's right to receive payment for its work upon payment to client by any third party. These general conditions are notice as may be required pursuant to the Texas Property Code or otherwise, where required, that Alliance shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of Alliance from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.
- 15. TERMINATION: This Agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, Alliance shall be compensated by client for all work performed up to and including the termination date, including reimbursable expenses as per the Alliance Rate Schedule of Budget Schedule.
- 16. WITNESS FEES: Alliance's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Alliance at a rate two times Alliance's then current fee schedule plus all expenses incurred for any Alliance employee subpoenaed by any party as an occurrence witness as a result of Alliance's work.
- 17. ENTIRE AGREEMENT, TITLES, AND CONROLLING LAW: This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. This agreement may be amended, modified or terminated only by a written instrument signed by each of the parties hereto. In the event any of the provisions of these general conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable. The titles or paragraph headings used in this agreement are for general reference only, are not part of the agreement, and shall not be construed as establishing or limiting the meaning of the provisions contained herein. This agreement shall be subject to the law and jurisdiction of the State of Texas, without application of principles of conflicts-of-laws. Venue shall be proper only in the courts of Dallas County, Texas.
- 18. MEDIATION: In an effort to resolve any conflicts that arise during the design or construction of the project, or following the completion of the project, or in any regard to the work Alliance provides, the Client and Alliance gree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Alliance further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- 19. CERTIFICATION STATEMENTS: Any "certification statement" as a result or conclusion of Alliance's services, as may be requested by the Client or third parties for legal, loan, real estate, and other purposes, will be provided upon request, at additional charge, at the sole discretion of Alliance, unless specifically agreed to otherwise in writing. In providing such a "certification", Alliance will state only what, in its professional opinion, is reasonably supported by available data and related analyses. When "certification statements" are provided by Alliance, standardized language (if requested to be used by the Client, its agents, or third parties) will be modified by Alliance as necessary, at its sole discretion. Refusal by Alliance to use certain standardized language, words, and phrases in "certification statements" shall neither constitute incomplete services by Alliance, nor relieve Client of its obligation to compensate Alliance in full for services provided hereunder.
- 20. CONTINUITY OF SERVICES: Alliance shall not be responsible for implementation of its geotechnical recommendations if not retained to adequately field verify same during construction.
- Revised February 17, 2016 Alliance Geotechnical Group, Inc., a Texas corporation



MEMORANDUM

TO: Rockwall City Council

FROM: Joey Boyd, Assistant City Manager

DATE: July 2, 2025

SUBJECT: Fire Station 2 and 3 Roof Replacement

The Internal Operations Department maintenance staff investigated leaks at Fire Stations 2 and 3 during spring storms and found that the roofs at these locations have hail and wind damage. The Texas Municipal League Intergovernmental Risk Pool, the City's insurance provider, performed an inspection and determined that both stations need a full replacement of their respective shingled roof system. After adjustments for non-recoverable depreciation and deductibles, the City's insurance provider is paying \$85,046 for replacement of both roofs; however, the combined cost for the project is \$120,850, leaving a shortfall of \$35,804.

City Council is asked to consider authorizing the city manager to contract with Custard Construction Services for roof replacement at Fire Stations 2 & 3 in the amount of \$120,850, and to amend the FY 25 Internal Operations Department operating budget in the same amount with \$85,046 in TML funding and \$35,804 from General Fund Reserves.



Building Inspections Department <u>Monthly Report</u>

May 2025

Permits

Total Permits Issued:

Building Permits:

Contractor Permits:

282

38

244

Total Commercial Permit Values: \$3,073,583.76

Building Permits: \$3,073,583.76

Contractor Permits:

Total Fees Collected: \$268,369.56

Building Permits: \$225,607.03 Contractor Permits: \$42,762.53

Board of Adjustment

Board of Adjustment Cases: 0

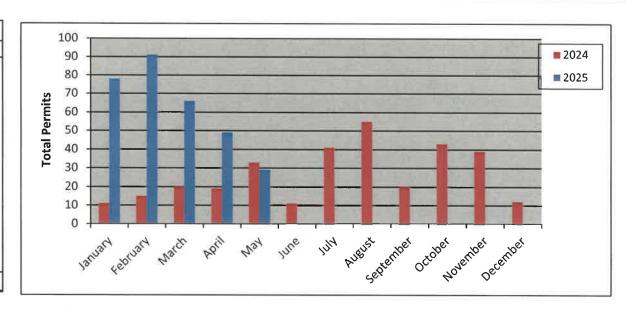
City of Rockwall PERMITS ISSUED - Summary by Type and Subtype For the Period 5/1/2025 to 5/31/2025

Type/Subtype	# of Permits Issued	Valuation of Work	Fees Charged
Commercial Building Permit	32	\$3,073,583.76	\$21,799.3
Cell Tower Permit	2	65,000.00	\$1,006.14
Certificate of Occupancy	2		\$151.50
Concrete Permit	1	330,000.00	\$2,339.1
Demolition	1	,	\$50.00
Electrical Permit	2	49,000.00	\$734.55
Fence Permit	3	259,801.00	\$152.00
Irrigation Permit	2	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$153.00
Plumbing Permit	3	15,600.00	\$403.93
Remodel	7	1,798,102.59	\$15,661.57
Roofing Permit	1	500,000.00	\$76.50
Sign Permit	8	56,080.17	\$1,071.00
Residential Building Permit	249		\$246,060.26
Accessory Building Permit	8		\$3,020.75
Artificial Turf	3		\$153.00
Concrete Permit	6		\$543.66
Deck Permit	2		\$285.60
Electrical Permit	2		\$204.00
Fence Permit	37		\$1,886.00
Generator	1		\$153.00
Irrigation Permit	36		\$2,601.00
Mechanical Permit	32		\$3,978.00
New Multifamily Residential	2		\$12,784.64
New Single Family Residential	27		\$209,291.64
Outdoor Kitchen Permit	2		\$102.00
Patio Cover/Pergola	1		\$204.00
Plumbing Permit	18		\$1,425.00
Pool	11		\$1,683.00
Remodel	. 3		\$1,645.66
Roofing Permit	35		\$2,676.00
Solar Panel Permit	7		\$2,607.31
Window & Door Permit	16		\$816.00
Short Term Rental	1		\$510.00
Non-Owner-Occupied	1		\$510.00
Total	s: 282		\$268,369.56

New Residential Permits

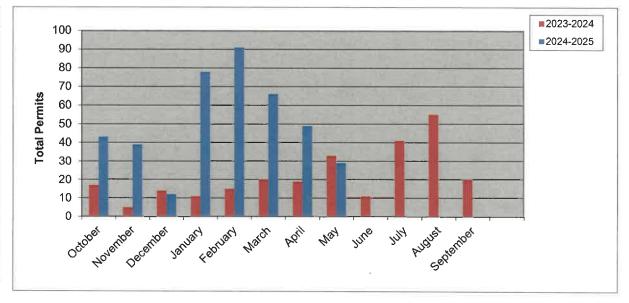
Calendar Year

Year		
	2024	2025
January	11	78
February	15	91
March	20	66
April	19	49
May	33	29
June	11	
July	41	
August	55	
September	20	
October	43	
November	39	
December	12	
Totals	319	313



New Residential Permits

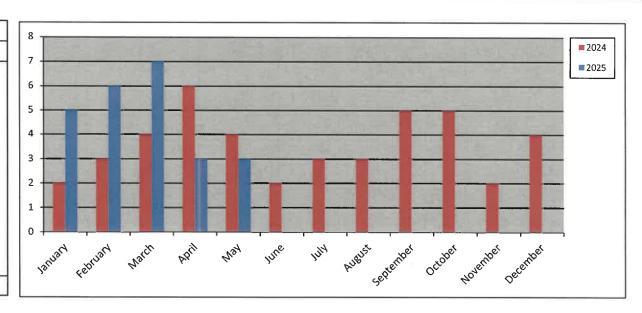
Year				
	2023-2024	2024-2025		
October	17	43		
November	5	39		
December	14 -	12		
January	11	78		
February	15	91		
March	20	66		
April	19	49		
May	33	29		
June	11			
July	41			
August	55			
September	20			
Totals	261	407		



Residential Remodel/Additions Permits

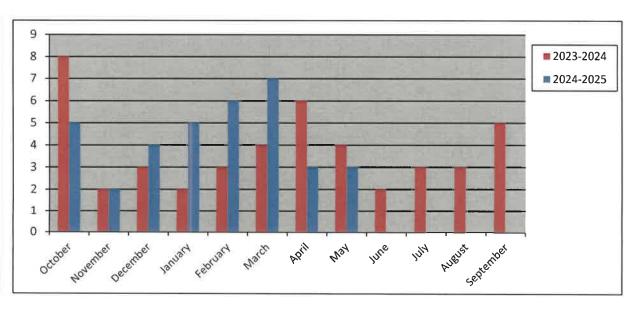
Calendar Year

Year			
	2024	2025	
January	2	5	
February	3	6	
March	4	7	
April	6	3	
May	4	3	
June	2		
July	3		
August	-3		
September	5		
October	5		
November	2		
December	4		
Totals	43	24	



Residential Remodel/Additions Permits

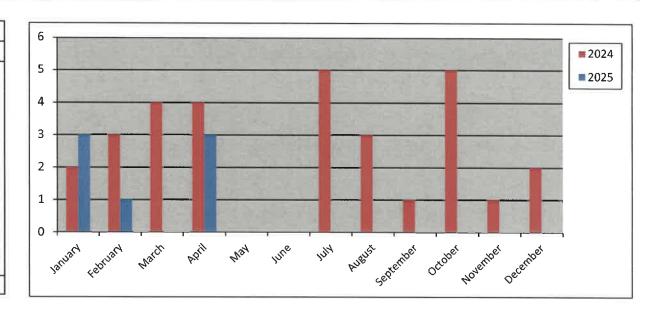
Year				
	2023-2024	2024-2025		
October	8	5		
November	2	2		
December	3	4		
January	2	5		
February	3	6		
March	4	7		
April	6	3		
May	4	3		
June	2			
July	3			
August	3			
September	5			
Totals	45	35		



New Commercial Permits

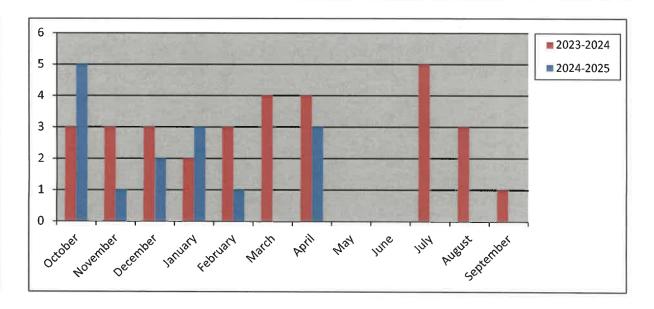
Calendar Year

Year		
	2024	2025
January	2	3
February	3	1
March	4	0
April	4	3
May	0	0
June	0	
July	5	
August	3	
September	1	
October	5	
November	1	
December	2	
Totals	30	7



New Commercial Permits

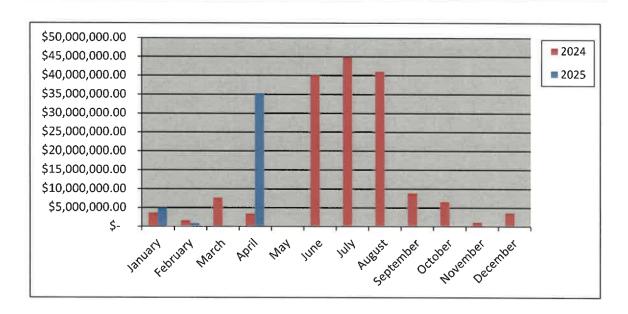
Year			
	2023-2024	2024-2025	
October	3	5	
November	3	1	
December	3	2	
January	2	3	
February	3	1	
March	4	0	
April	4	3	
May	0	0	
June	0		
July	5		
August	3		
September	1		
Totals	31	15	



New Commercial Value

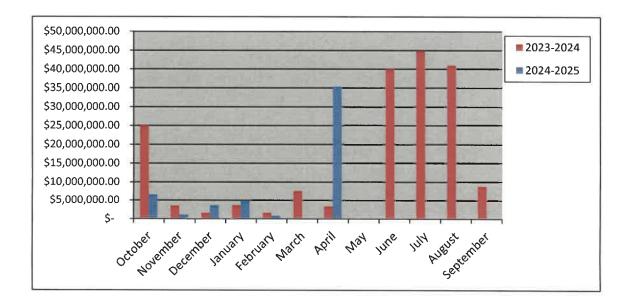
Calendar Year

Year				
		2024		2025
January	\$	3,628,000.00	\$	4,800,000.00
February	\$	1,600,000.00	\$	850,000.00
March	\$	7,573,400.00	\$	-
April	\$	3,400,000.00	\$	35,348,077.00
May	\$	-	\$	-
June	\$	40,015,846.78		
July	\$	44,803,145.65		
August	\$	41,008,367.00		
September	\$	8,800,000.00		
October	\$	6,526,233.00		
November	\$	1,100,000.00		
December	\$	3,600,000.00		
Totals	\$	162,054,992.43	\$	40,998,077.00



New Commercial Value

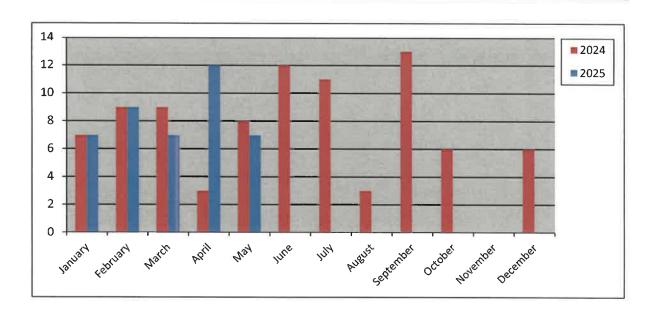
Year				
		2023-2024		2024-2025
October	\$	25,014,439.00	\$	6,526,233.00
November	\$	3,500,000.00	\$	1,100,000.00
December	\$	1,539,000.00	\$	3,600,000.00
January	\$	3,628,000.00	\$	4,800,000.00
February	\$	1,600,000.00	\$	850,000.00
March	\$	7,573,400.00	\$	-
April	\$	3,400,000.00	\$	35,348,077.00
May	\$	-	\$	-
June	\$	40,015,846.78		
July	\$	44,803,145.65		
August	\$	41,008,367.00		
September	\$	8,800,000.00		
Totals	\$	180,882,198.43	\$	52,224,310.00



Commercial Additions/Remodel Permits

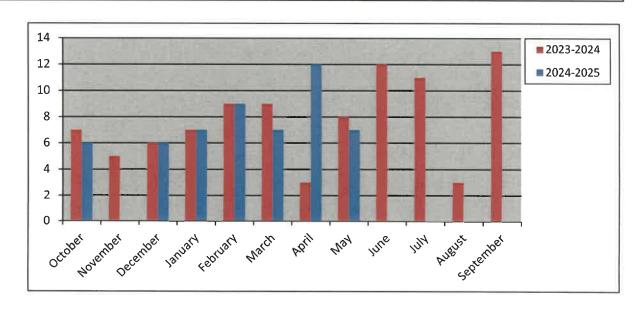
Calendar Year

Year		
	2024	2025
January	7	7
February	9	9
March	9	7
April	3	12
May	8	7
June	12	
July	11	
August	3	
September	13	
October	6	
November	0	
December	6	
Totals	87	42



Commercial Additions/Remodel Permits

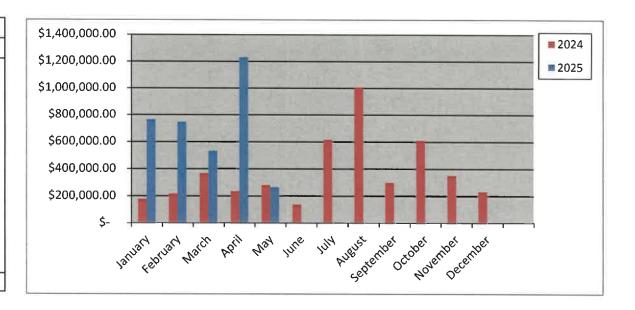
Year				
	2023-2024	2024-2025		
October	7	6		
November	5	0		
December	6	6		
January	7	7		
February	9	9		
March	9	7		
April	3	12		
May	8	7		
June	12			
July	11			
August	3			
September	13			
Totals	93	54		



Total Fees Collected

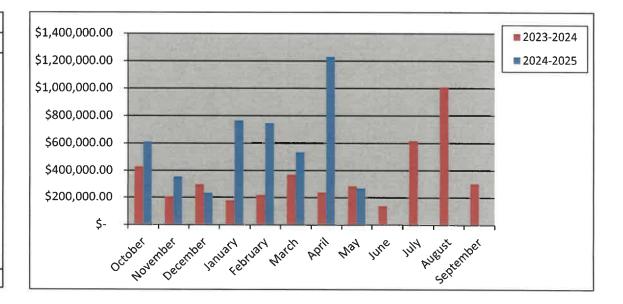
Calendar Year

Year				
		2024		2025
January	\$	177,441.82	\$	764,930.75
February	\$	217,495.76	\$	745,613.47
March	\$	368,481.32	\$	533,967.61
April	\$	236,650.24	\$	1,230,931.00
May	\$	283,718.89	\$	268,369.56
June	\$	137,783.50		
July	\$	615,851.86		
August	\$	1,007,731.91		
September	\$	300,912.22		
October	\$	610,616.91		
November	\$	353,133.50		
December	\$	232,852.46		
Totals	\$	4,542,670.39	\$	3,543,812.39



Total Fees Collected

Year								
		2023-2024		2024-2025				
October	\$	428,622.49	\$	610,616.91				
November	\$	204,858.87	\$	353,133.50				
December	\$	295,452.22	\$	232,852.46				
January	\$	177,441.82	\$	764,930.75				
February	\$	217,495.76	\$	745,613.47				
March	\$	368,481.32	\$	533,967.61				
April	\$	236,650.24	\$	1,230,931.20				
May	\$	283,718.89	\$	268,369.56				
June	\$	137,783.50						
July	\$	615,851.86						
August	\$	1,007,731.91						
September	\$	300,912.22						
Totals	\$	4,275,001.10	\$	4,740,415.46				



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City of Rockwall CERTIFICATES OF OCCUPANCY ISSUED

Permit Number Application Date Issue Date CO2024-150	Permit Type Subtype Status of Permit Business Name Certificate of Occupancy	Site Address Parcel Number Subdivision Name Plan Number	Valuation	Total Fees Total SQFI	
08/28/2024 05/07/2025	ISSUED 501 @ Yacht Club	501 YACHT CLUB DR, ROCKWALL, TX, 75032		\$76.50	\$76.50
Contact Type	Contact Name Business Phone	Contact Address			
Applicant	James Hoffman	501 Yacht Club Drive	Rockwall	TX	75032
Business Owner	Rockwall Hospitaloity Group LLC	501 Yacht Club Drive	Rockwall	TX	75032
Property Owner	CLCA	Comadoor Place	Rockwall	tx	75032
Inspection Report Contact	James Hoffman	501 Yacht Club Drive	Rockwall	TX	75032
Contractors					
CO2024-165 09/27/2024	Certificate of Occupancy	1600 JUSTIN RD		\$76.50	\$76.50
05/15/2025	ISSUED				
Contact Type	Channell Commercial Corp Contact Name Business Phone	Contact Address			
Applicant	Kara Balderas	1600 Justin Rd	Rockwall	TX	75087
Business Owner	William Channell 214-304-7800	1700 Justin Rd	Rockwall	TX	75087
Property Owner	Willcar Holdings	1700 Justin Rd	Rockwall	TX	75087
Inspection Report Contact	Alton Frazier	1600 Justin Rd	Rockwall	TX	75087
Inspection Report Contact	Ed Burke	1600 Justin Rd	Rockwall	TX	75087
Contractors					
CO2024-172 10/16/2024 05/06/2025	Certificate of Occupancy ISSUED Goliad Dental	703 S GOLIAD ST, ROCKWALL, TX, 75087		\$76.50	\$76.50

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City of Rockwall CERTIFICATES OF OCCUPANCY ISSUED

Permit Number Application Date Issue Date Contact Type Applicant Business Owner Property Owner	Permit Type Subtype Status of Permit Business Name Contact Name Business Phone Dr Roman Grant Dr. Roman Grant Dr. Barney Barnhill	Site Address Parcel Number Subdivision Name Plan Number Contact Address 703 S Goliad 703 S Goliad 202 Dartbrook	Valuation Rockwall Rockwall Rockwall	Total Fees Total SQFT tx tx	Fees Paid 75087 75087
Inspection Report Contact	Mindy Brummett				
Contractors					
CO2025-17 01/27/2025 05/07/2025	Certificate of Occupancy ISSUED Iconic Roofing Custom Contractors	811 E Yellow Jacket Ln, 117, Rockwall, TX, 75087		\$76.50	\$76.50
Contact Type	Contact Name Business Phone	Contact Address			
Applicant	Noah Naileigh Collier	924 honey locust drive	fate	TX	75087
Business Owner	Noah Baileigh Collier	811 E Yellow Jacket Ln, 117	Rockwall	TX	75087
Property Owner	david lowry	811 e yellow jacket lane	rockwall	tx	75087
Inspection Report Contact	noah baileigh collier	924 honey locust drive	fate	TX	75087
Contractors					
CO2025-18 01/27/2025 05/07/2025	Certificate of Occupancy ISSUED FasterLite Inc.	811 E Yellow Jacket Ln, 119, Rockwall, TX, 75087	F	\$76.50	\$76.50
Contact Type	Contact Name Business Phone	Contact Address			
Applicant	Leonardo W Estevez	146 Shady Creek Ln	Rockwall	TX	75087
Business Owner	Leonardo W Estevez	811 E Yellow Jacket Ln, 119	Rockwall	TX	75087
Property Owner	David Lowrey	2070 Potchartrain Drive	Rockwall	Тх	75087
Inspection Report Contact	Leonardo Estevez	146 Shady Creek Ln	Rockwall	TX	75087

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City of Rockwall

CERTIFICATES OF OCCUPANCY ISSUED

Permit Number Application Date Issue Date Contractors	Permit Type Subtype Status of Permit Business Name	Site Address Parcel Number Subdivision Name Plan Number	Valuation	Total Fees Total SQFT	· Fees Paid
CO2025-32	Certificate of Occupancy			\$76.50	\$76,50
02/24/2025	IDOLLED	345 COUNTY LINE RD, ROCKWALL, TX 75032		Ψ70.30	φ/0,50
05/15/2025	ISSUED Frontier Concrete Service	NOCKWALL, 1X 73032			
Contact Type	Contact Name Business Phone	Contact Address			
	James Campbell	1401 Ridgecrest	Rowlett	TX	75088
Business Owner	Gina Campbell 214-850-7843	1401 Ridgecrest	Rowlett	TX	75088
Property Owner	Buffalo Creek Business Park Ltd	2324 I-30	Royse City	TX	75189
Inspection Report Contact	James Campbell	1401 Ridgecrest	Rowlett	TX	75088
Contractors					
CO2025-48	Certificate of Occupancy				
03/26/2025		1200 SUMMER LEE DR,		\$76.50	\$76.50
03/26/2025 05/05/2025	ISSUED	1200 SUMMER LEE DR, 102 ROCKWALL, TX		\$76.50	\$76.50
05/05/2025	Texas Health Family Care	102 ROCKWALL, TX		\$76.50	\$76.50
				\$76.50	\$76.50
05/05/2025	Texas Health Family Care Contact Name	102 ROCKWALL, TX	Midlothian	\$76.50	\$76.50 76065
05/05/2025 Contact Type	Texas Health Family Care Contact Name Business Phone	102 ROCKWALL, TX Contact Address	Midlothian Dallas		
05/05/2025 Contact Type Applicant	Texas Health Family Care Contact Name Business Phone Robin Kelly Texas Health	102 ROCKWALL, TX Contact Address 4480 Shiloh Rd		TX	76065
O5/05/2025 Contact Type Applicant Business Owner	Texas Health Family Care Contact Name Business Phone Robin Kelly Texas Health Resources	102 ROCKWALL, TX Contact Address 4480 Shiloh Rd PO Box 731547	Dallas	TX TX	76065 75373
O5/05/2025 Contact Type Applicant Business Owner Property Owner Inspection Report	Texas Health Family Care Contact Name Business Phone Robin Kelly Texas Health Resources Rejam LLC	102 ROCKWALL, TX Contact Address 4480 Shiloh Rd PO Box 731547 749 Wilford Way	Dallas Heath	TX TX TX	76065 75373 75032
O5/05/2025 Contact Type Applicant Business Owner Property Owner Inspection Report Contact Contractors	Texas Health Family Care Contact Name Business Phone Robin Kelly Texas Health Resources Rejam LLC	102 ROCKWALL, TX Contact Address 4480 Shiloh Rd PO Box 731547 749 Wilford Way	Dallas Heath	TX TX TX TX	76065 75373 75032 76065
O5/05/2025 Contact Type Applicant Business Owner Property Owner Inspection Report Contact Contractors CO2025-49 03/27/2025	Texas Health Family Care Contact Name Business Phone Robin Kelly Texas Health Resources Rejam LLC Robin Kelly Certificate of Occupancy	102 ROCKWALL, TX Contact Address 4480 Shiloh Rd PO Box 731547 749 Wilford Way 4480 Shiloh Rd	Dallas Heath	TX TX TX	76065 75373 75032
O5/05/2025 Contact Type Applicant Business Owner Property Owner Inspection Report Contact Contractors	Texas Health Family Care Contact Name Business Phone Robin Kelly Texas Health Resources Rejam LLC Robin Kelly	Contact Address 4480 Shiloh Rd PO Box 731547 749 Wilford Way 4480 Shiloh Rd	Dallas Heath	TX TX TX TX	76065 75373 75032 76065

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City of Rockwall

CERTIFICATES OF OCCUPANCY ISSUED

Permit Number Application Date Issue Date Contact Type	Permit Type Subtype Status of Permit Business Name Contact Name Business Phone	Site Address Parcel Number Subdivision Name Plan Number Contact Address	Valuation	Total Fees Total SQFT	Fees Paid
Applicant	Jake Eisman	7777 Henneman Way	McKinney	TX	75070
Business Owner	SouthState Bank, NA	950 John C Calhoun Drive	Orangeburg	sc	29116
Property Owner	SouthState Bank, NA	950 John C Calhoun Drive	Orangeburg	sc	29116
Inspection Report	Jake Eisman	7777 Henneman Way	McKinney	TX	75070
Contact	Ruth Randal	SouthState Bank			
Contractors					
CO2025-5	Certificate of Occupancy				
01/06/2025		3060 N GOLIAD ST,		\$76.50	\$76.50
05/21/2025	ISSUED APPPJ Management Inc dba HTeaO	ROCKWALL, TX, 75087			
Contact Type	Contact Name Business Phone	Contact Address			
Applicant	APPPJ Management Inc	740 AVALON DRIVE	HEATH	TX	75032
Business Owner	Jeff Ivy	740 Avalon Drive	Heath	TX	75032
Property Owner	Metroplex Acquisition Fund, LP	12720 Hillcrest Road, Suite 650	Dallas	TX	75230
Inspection Report Contact	Jeff Ivy	740 Avalon Drive	Heath	TX	75032
Contractors					

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City of Rockwall CERTIFICATES OF OCCUPANCY ISSUED

Permit Number Application Date Issue Date Contact Type	Permit Type Subtype Status of Permit Business Name Contact Name	Site Address Parcel Number Subdivision Name Plan Number Contact Address	Valuation	Total Fees Total SQFT	Fees Paid
Applicant	Jake Eisman	7777 Henneman Way	McKinney	TX	75070
, ipplied.ii	vano Eloman	, , , , , i i i i i i i i i i i i i i i	Worthiney	17.	70070
Business Owner	SouthState Bank, N.A.	950 John C Calhoun Drive	Orangeburg	SC	29116
Property Owner	SouthState Bank, N.A.	950 John C Calhoun Drive	Orangeburg	SC	29116
Inspection Report Contact	Jake Eisman	7777 Henneman Way	McKinney	TX	75070
Contact	Ruth Randal	SouthState Bank			
Contractors					
CO2025-56	Certificate of Occupancy				
04/15/2025		227 NATIONAL DR,		\$76.50	\$76.50
05/12/2025	ISSUED	ROCKWALL, TX, 75032			
	NXG Services LLC				
Contact Type	Contact Name Business Phone	Contact Address			
Applicant	Jonathan McBride	1520 Bell Haven Ct.	Rockwall	TX	75032
Business Owner	Jonathan McBride	1520 Bell Haven Ct.	Rockwall	TX	75032
Property Owner	Jonathan McBride	1520 Bell Haven Ct.	Rockwall	TX	75032
Inspection Report Contact	Jonathan McBride	1520 Bell Haven Ct.	Rockwall	TX	75032
Contractors					
CO2025-58	Certificate of Occupancy				
04/17/2025		907 N Goliad St,		\$75.00	\$75.00
05/13/2025	ISSUED	Rockwall, TX 75087			
	Wickland's Sweet Connecti	on LLC			
Contact Type	Contact Name Business Phone	Contact Address			
Applicant	Lee R Wickland	2002 Longbridge Rd	Forney	TX	75126
Business Owner	Lee R Wickland 540-521-7250	2002 Longbridge Rd	Forney	TX	75126
Property Owner	Double T Ventures	1500 S. Kreymer Ln.	Wylie	TX	75098
Inspection Report Contact	Lee R Wickland	2002 Longbridge Rd	Forney	TX	75126

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CERTIFICATES OF OCCUPANCY ISSUED

Permit Number Application Date Issue Date Contractors	Permit Type Subtype Status of Permit Business Name	Site Address Parcel Number Subdivision Name Plan Number	Valuation	Total Fees Total SQFT	Fees Paid
CO2025-64	Certificate of Occupancy			#70.50	#70.50
04/28/2025		1460 S T L TOWNSEND		\$76.50	\$76.50
05/23/2025	ISSUED Orchid Consortium LLC	DR, 116, ROCKWALL, TX, 75032			
Contact Type	Contact Name Business Phone	Contact Address			
Applicant	Lizette Trujillo	1460 T L Townsend Dr #116	Rockwall	TX	75032
Business Owner	Alexander Trujillo	2110 Glaston Rd	FORNEY	TX	75126
Property Owner	Saro Partners LLC	1460 T L Townsend Dr #100	Rockwall	TX	75032
Inspection Report Contact	na				
Contractors					
CO2025-65	Certificate of Occupancy				
05/01/2025		4901 S Goliad St.,		\$76.50	\$76.50
05/28/2025	ISSUED	Rockwall, TX 75032			
	ISSUED McDonald's Store 41096	Rockwall, TX 75032			
05/28/2025 Contact Type		Rockwall, TX 75032 Contact Address			
	McDonald's Store 41096 Contact Name		Rockwall	TX	75032
Contact Type	McDonald's Store 41096 Contact Name Business Phone	Contact Address	Rockwall Rockwall	TX TX	75032 75032
Contact Type Applicant	McDonald's Store 41096 Contact Name Business Phone Keva Childress Keva Childress 469-402-0100 Creekside Commons	Contact Address 935 W Ralph Hall Pkwy, Suite 101			
Contact Type Applicant Business Owner	McDonald's Store 41096 Contact Name Business Phone Keva Childress Keva Childress 469-402-0100	Contact Address 935 W Ralph Hall Pkwy, Suite 101 935 W Ralph Hall Pkwy, Suite 101	Rockwall	ТХ	75032
Contact Type Applicant Business Owner Property Owner Inspection Report	McDonald's Store 41096 Contact Name Business Phone Keva Childress Keva Childress 469-402-0100 Creekside Commons Crossing LLC Keva Childress,	Contact Address 935 W Ralph Hall Pkwy, Suite 101 935 W Ralph Hall Pkwy, Suite 101	Rockwall	TX TX	75032 75238
Applicant Business Owner Property Owner Inspection Report Contact	McDonald's Store 41096 Contact Name Business Phone Keva Childress Keva Childress 469-402-0100 Creekside Commons Crossing LLC Keva Childress,	Contact Address 935 W Ralph Hall Pkwy, Suite 101 935 W Ralph Hall Pkwy, Suite 101	Rockwall	TX TX	75032 75238

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City of Rockwall

CERTIFICATES OF OCCUPANCY ISSUED

Permit Number Application Date Issue Date	Permit Type Subtype Status of Permit Business Name		Site Address Parcel Number Subdivision Name Plan Number	Valuation	Total Fees Total SQFT	Γ Fees Paid
Contact Type	Contact Name Business Phone	Contac	t Address	Valuation	10041 5Q11	rees Faiu
Applicant	Raechel Van Buskik	405	W Morton St	Denison	TX	75020-30
Business Owner	Raechel Van Buskik	405	W Morton St	Denison	TX	75020-30
Property Owner	The Harbor	2059	Summer Lee Drive	Rockwall	TX	75020-30
Inspection Report Contact	Raechel Van Buskik	405 \	W Morton St	Denison	TX	75020-30
Contractors						
CO2025-69	Certificate of Occupancy					
05/13/2025			2727 S JOHN KING		\$76.50	\$76.50
05/28/2025	ISSUED		BLVD, ROCKWALL, TX, 75032			
	Rockwall-Heath High School Grade Campus	ol Ninth	75032			
Contact Type	Contact Name Business Phone	Contac	t Address			
Applicant	Aaron Fidler	3401	Olympus Blvd STE 510	Coppell	TX	75119
Business Owner	Rockwall Independent School District	2727	South John King Blvd	Rockwall	TX	75032
Property Owner	Rockwall Independent School District	1050	Williams St	Rockwall	TX	75087
Inspection Report Contact	Aaron Fidler	3401	Olympus Blvd STE 510	Coppell	TX	75119
Contractors						
COM2021-218	Commercial Building Permi	:				
01/15/2021	Certificate of Occupancy		507-A E Boydstun Ave,		\$75.00	\$75.00
05/14/2025	ISSUED Magnolia Massage Therapy	, LLC.	Rockwall, TX 75087		400.00	
Contact Type	Contact Name Business Phone		t Address			
Business Owner	Christina M. Davis 972-816-7198	507-4	A E Boydstun Ave	Rockwall	TX	75087
Property Owner	WL Jurgens, LLC	505 E	E. Boydstun	Rockwall	TX	75087
Contractors						

City of Rockwall

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CERTIFICATES OF OCCUPANCY ISSUED

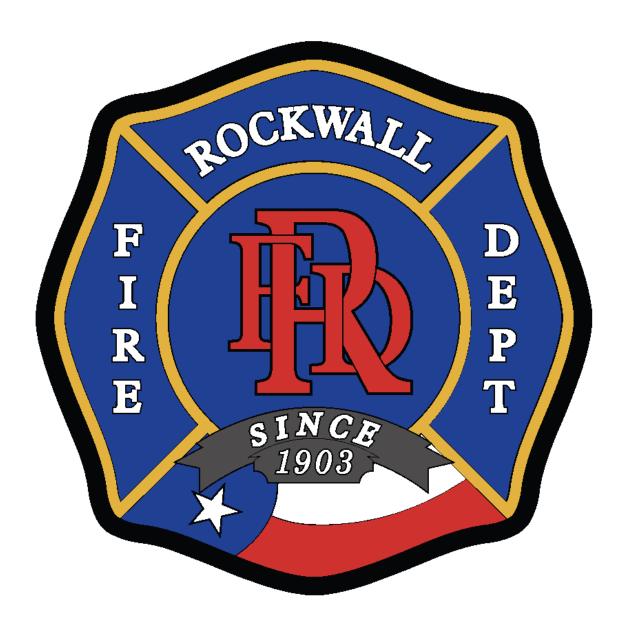
For the Period 5/1/2025 to 5/31/2025

Permit Number	Permit Type	Site Address			
Application Date Issue Date	Subtype Status of Permit	Parcel Number Subdivision Name		Total Fees	
Business Name		Plan Number	Valuation	Total SQFT	Fees Pai
COM2023-5778	Commercial Building Permit				
11/14/2023	Certificate of Occupancy	1131 W YELLOW		\$76.50	\$76.50
05/21/2025	ISSUED	JACKET LN		5,050.00	า
	Atrium Legal Group PLLC			0,000.00	,
Contact Type	Contact Name Business Phone	Contact Address			
Business Owner	Jeffrey L Butler 469-402-3030	1131 W Yellow Jacket Ln	Rockwall	TX	75087
Property Owner	Yellow Jacket OB 1 LLC	800 Eagle Pass	Heath	TX	75032
Applicant	Jeffrey L Butler	1131 W Yellow Jacket Ln	Rockwall	TX	75087
Inspection Report Contact	Jeffrey L Butler	1131 W Yellow Jacket Ln	Rockwall	TX	75087
Contractors					
CO2025-60	Temporary Certificate of Occ	cupancy			
04/21/2025		901 S GOLIAD ST,		\$76.50	\$76.50
05/01/2025	ISSUED	ROCKWALL, TX, 75087			
	ROCKWALL ICE TRAIN				
Contact Type	Contact Name Business Phone	Contact Address			
Applicant	MICHAEL HENRY	903 S. Goliad St	Rockwall	TX	75087
Business Owner	Tim Moore	903 S. Goliad St	Rockwall	TX	75087
Property Owner	Tim Moore	903 S. Goliad St	Rockwall	TX	75087
Inspection Report Contact	MICHAEL HENRY	903 S. Goliad St	Rockwall	TX	75087
Contractors					
		т.	etal Valuation:		

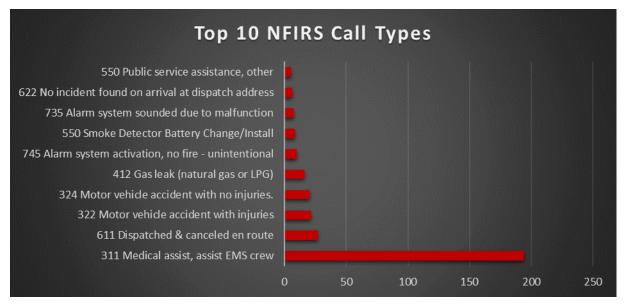
Total Valuation:

Total Fees: \$1,450.50

Total Fees Paid: \$1,450.50



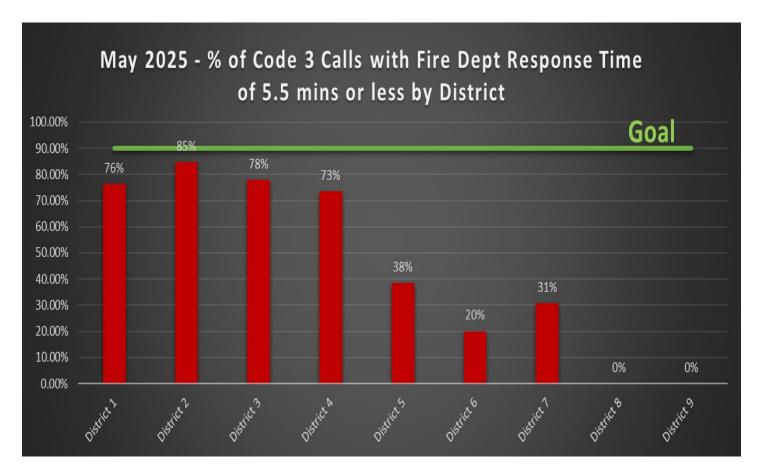
May 2025 Monthly Report



All Calls By NFIRS Call Type	 Incident Count
100 Fire, other	1
111 Building fire	3
116 Fuel burner/boiler malfunction, fire confined	1
131 Passenger vehicle fire (cars, pickups, SUV's)	3
151 Outside rubbish, trash or waste fire	1
162 Outside equipment fire	1
300 Rescue, EMS incident, other	3
311 Medical assist, assist EMS crew	194
322 Motor vehicle accident with injuries	21
323 Motor vehicle/pedestrian accident (MV Ped)	1
324 Motor vehicle accident with no injuries.	20
342 Search for person in water	1
353 Removal of victim(s) from stalled elevator	1
412 Gas leak (natural gas or LPG)	16
424 Carbon monoxide incident	2
442 Overheated motor	1
444 Power line down	4
511 Lock-out	1
512 Ring or jewelry removal	1
522 Water or steam leak	4
550 Public service assistance, other	5
550 Smoke Detector Battery Change/Install	8
551 Assist police or other governmental agency	1
553 Public service	1
611 Dispatched & canceled en route	27
622 No incident found on arrival at dispatch address	6
651 Smoke scare, odor of smoke	1
700 False alarm or false call, other	4
731 Sprinkler activation due to malfunction	1
733 Smoke detector activation due to malfunction	3
735 Alarm system sounded due to malfunction	7
736 CO detector activation due to malfunction	3
743 Smoke detector activation, no fire - unintentiona	nl 5
744 Detector activation, no fire - unintentional	3
745 Alarm system activation, no fire - unintentional	10
746 Carbon monoxide detector activation, no CO	1
Grand Total	366

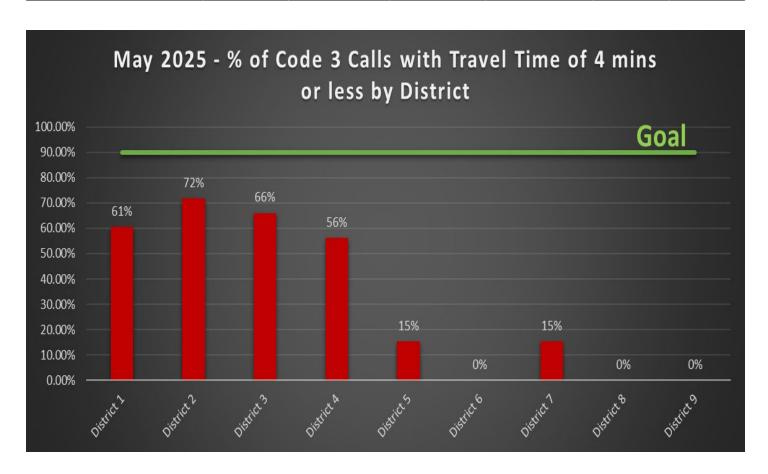
May 2025 Dispatch to Arrival Analysis

District	Total Number of Calls	Percent of Runs per District	Number of Calls in 5.5 mins or Less	Average FD Response Time Minutes	% in 5.5 min or less	Goal of 90%
District 1	76	25%	58	0:05:04	76%	90%
District 2	85	27%	72	0:04:25	85%	90%
District 3	50	16%	39	0:05:21	78%	90%
District 4	64	21%	47	0:05:27	73%	90%
District 5	13	4%	5	0:06:28	38%	90%
District 6	5	2%	1	0:06:31	20%	90%
District 7	13	4%	4	0:06:43	31%	90%
District 8	3	1%	0	0:07:08	0%	90%
District 9	1	0%	0	0:11:26	0%	90%
Department	310	100%	226	0:05:12	73%	90%



May 2025 Travel Times by District

District	Total Number of Calls	Percent of Runs per District	Number of Calls in 4 or Less	Average Travel Time Minutes	% in 4 min or less	Goal of 90%
District 1	76	25%	46	0:04:12	61%	90%
District 2	85	27%	61	0:03:35	72%	90%
District 3	50	16%	33	0:04:32	66%	90%
District 4	64	21%	36	0:04:37	56%	90%
District 5	13	4%	2	0:05:31	15%	90%
District 6	5	2%	0	0:05:38	0%	90%
District 7	13	4%	2	0:06:03	15%	90%
District 8	3	1%	0	0:05:57	0%	90%
District 9	1	0%	0	0:09:54	0%	90%
Department	310	100%	180	0:04:22	58%	90%





Total Dollar Losses

City of Rockwall

The New Horizon

May 2025

Print Date/Time: 06/05/2025 15:54

Login ID: rck\dgang

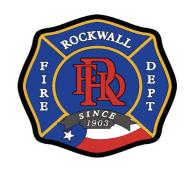
Layer: ΑII Areas: ΑII

Rockwall Fire Department

ORI Number: TX504 Incident Type: All Station: All

	Current Month	Last Month	Same Month Last Year	Year To Date	Last Year To Date
Total Property Loss:	\$45,000.00	\$40,100.00	\$0.00	\$1,174,870.00	\$38,000.00
Total Content Loss:	\$0.00	\$15,000.00	\$0.00	\$173,000.00	\$13,000.00
Total Property Pre-Incident Value:	\$45,000.00	\$511,553.00	\$0.00	\$19,482,533.00	\$518,574.00
Total Contents Pre-Incident Value	\$0.00	\$55,000.00	\$0.00	\$717,455.00	\$35,000.00
Total Losses:	\$45,000.00	\$55,100.00	\$.00	\$1,347,870.00	\$45,000.00
Total Value:	\$45,000.00	\$566,553.00	\$.00	\$20,199,988.00	\$553,574.00

Fire Prevention, Education, & Investigations Division Monthly Report May 2025















Monthly Report May 2025





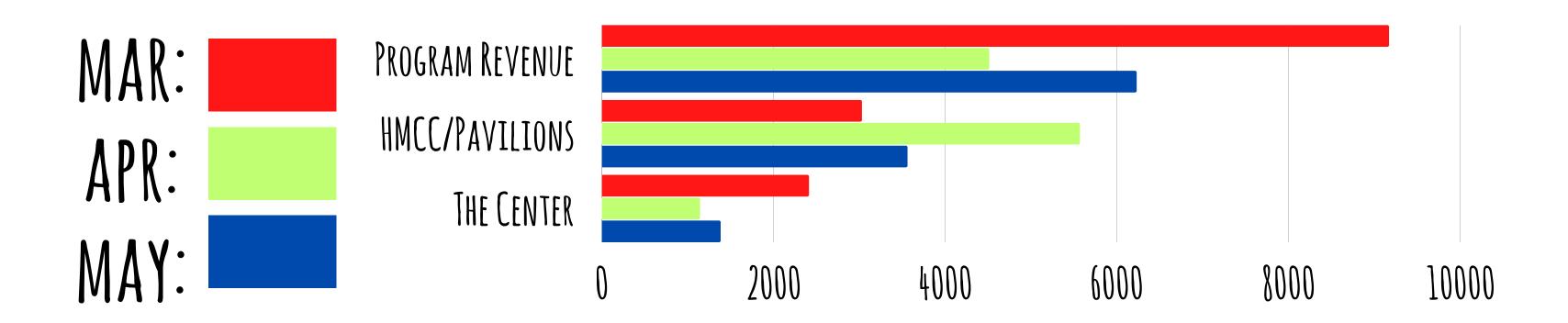
FOUNDERS DAY FESTIVAL 7500 PARTICIPANTS







REVENUE NUMBERS



PARKS PROJECT UPDATE-MAY 2025



NORTHSHORE SOCCER REFURB



SHAQ COURT UPDATE



BREEZY HILL DRAINAGE WORK



NEW BATTERY OPERATED STIHL MOWER

Other Projects ASSIST WITH EVENTS AND CLEAN UP OF PARKS

Rockwall Police Department Monthly Activity Report

May-2025

ACTIVITY	CURRENT MONTH MAY	PREVIOUS MONTH APRIL	YTD 2025	YTD 2024	YTD % CHANGE	
PART 1 OFFENSES						
Homicide / Manslaughter	0	0	0	0	0.00%	
Sexual Assault	2	4	11	2	450.00%	
Robbery	0	0	2	4	-50.00%	
Aggravated Assault	0	2	6	13	-53.85%	
Burglary	3	1	13	24	-45.83%	
Larceny	41	33	191	207	-7.73%	
Motor Vehicle Theft	1	4	11	10	10.00%	
TOTAL PART I	47	69	234	260	-10.00%	
TOTAL PART II	98	116	599	508	17.91%	
TOTAL OFFENSES	145	185	833	768	8.46%	
	A	ADDITIONAL S	TATISTICS	S		
FAMILY VIOLENCE	15	24	78	65	20.00%	
D.W.I.	16	19	70	62	12.90%	
		ARRES	TS			
FELONY	13	25	102	99	3.03%	
MISDEMEANOR	49	49	260	223	16.59%	
WARRANT ARREST	7	8	35	33	6.06%	
JUVENILE	5	10	34	28	21.43%	
TOTAL ARRESTS	74	92	431	383	12.53%	
DISPATCH						
CALLS FOR SERVICE	2278	2088	10453	12093	-13.56%	
		ACCIDE	NTS	1 2 2 2		
INJURY	4	2	9	8	12.50%	
NON-INJURY	142	129	554	654	-15.29%	
FATALITY	0	0	0	0	0.00%	
TOTAL	146	131	563	662	-14.95%	
FALSE ALARMS						
RESIDENT ALARMS	69	40	234	212	10.38%	
BUSINESS ALARMS	139	114	649	715	-9.23%	
TOTAL FALSE ALARMS	208	154	883	927	-4.75%	
Estimated Lost Hours	137.28	101.64	582.78	611.82	-4.75%	
Estimated Cost	\$3,265.60	\$2,417.80	\$13,863.10	\$14,553.90	-4.75%	

ROCKWALL NARCOTICS UNIT

Number of Cases	2	
Arrests	2	
Arrest Warrants	3	
Seiz	zed	
Methamphetamine	5oz	
Marijuana	7.5oz	
THC	12g	

Rockwall Police Department

Dispatch and Response Times

May 2025

Police Department

Average Response Time

Priority 1 Number of Calls 169

 Call to Dispatch
 0:00:49

 Call to Arrival
 0:04:52

 % over 7 minutes
 22%

Average Response Time

Priority 2 Number of Calls 839

Call to Dispatch 0:01:39
Call to Arrival 0:08:35
% over 7 minutes 15%

Average Response Time

Priority 3 Number of Calls 28

Call to Dispatch 0:01:37
Call to Arrival 0:10:40
% over 7 minutes 43%

Average dispatch response time goals are as follows:

Priority 1: 1 Minute

Priority 2: 1 Minute, 30 Seconds

Priority 3: 3 Minutes

June Roadway Project Update

City Capital Improvement Projects:

N. Lakeshore Drive – SH66 north to Masters Drive (2018 Bond Election Project)

- Coordination:
 - Subconsultant coordination
- Data Collection:
 - Survey Received 06/06 Awaiting Boundary Information
 - Subsurface Utility Engineering* (SUE) Received 06/13
- Final Design:
 - Design Development for 60% Milestone Deliverables
 - o Continued Engineering Design

W. Boydstun Avenue: (2018 Bond Election Project)

- Coordination:
 - Bid Opening 06/17
 - o Received 7 bids
 - Letter of Award submitted to City 06/30

Forest Trace: - East/Westbound Only (2018 Bond Election Project)

- Coordination:
 - Subconsultant coordination
- Data Collection:
 - Survey Data Received 5/13
 - Subsurface Utility Engineering* (SUE) Received 06/12
 - Geotech Ongoing, Awaiting Draft Report
- Conceptual Design:
 - Design Development for 30% Milestone Deliverables

<u>City Street/Alley Repairs Completed in June:</u>

Area of John King and FM 1141 – 165 sy of paving Area of Kyle Drive and Yellow Jacket – 242 sy of paving Area of 923 Yellow Jacket – 470 sy paving Area of 2590 Daybreak Dr. (alley) – 224 sy paving Area of 507 to 601 Lake Meadows (alley) – 667 sy paving

^{*} Subsurface Utility Engineering (SUE) - a specialized engineering practice focused on investigating and mapping underground utilities (like water, gas, electrical, and communication lines) to minimize risks and costs associated with construction and infrastructure projects

Concrete Street / Alley Repairs Planned for July - September

Alley between Village Green Drive and Shoretrail – replace concrete

Alley between Whittle Way and Rogers – new concrete alley to replace rock

Alley between Rogers and the strip center on Kenway – new concrete alley to replace rock

North Lakeshore @ Petaluma - a paving replacement for stress cracking

Greencrest – approximately 200' of paving replacement

H M Chandlers – multiple panel replacement from FM 740 to the main driveway entrance to Chandlers Landing

John King south of IH-30 by HEB – multiple panel replacement

John King north of SH 276 - multiple panel replacement

Champions - multiple panel replacement

Shores Blvd - multiple panel replacement

Asphalt Street Repairs July-September

N. Tyler from Kaufman to Rusk

Mims from SH 205 to concrete limits of Peachtree improvements

- E. Rusk from Fannin to Dobbs parking lot
- E. Kaufman from Fannin to Dobbs parking lot

TXDOT/County Consortium Projects:

FM 552

- Limits:
- o SH 205 to SH 66
- Description:
 - Widen existing 2-lane to a 4-lane divided roadway
- Est. Construction Cost:
 - o \$77,070.648
- Construction Funding:
 - o CAT 7: \$500,000
 - Rockwall County 2008 Bond Funds
- 100% Design Plans:
 - o March 2025
- Activities:
- Ready to Let ** July 2026
- Utilities:
 - City of Rockwall is currently relocating utilities (75% complete)
 - AT&T and FEC are currently relocating utilities
 - Mt. Zion Water Supply Corp., NTMWD, Oncor, Spectrum, and Suddenlink are pending relocation

^{*}All notifications (door hangers) for street work are sent out a week before construction/repair starts.

SH 276 East

- Limits:
- o FM 549 to CR 2472 in Hunt County
- Description:
 - Widen existing 2-lane to a 4-lane divided roadway (ultimate 6-lane)
- Est. Construction Cost:
 - o \$128,538,953
- Construction Funding:
 - o CAT 7: \$1,500,000
 - TXDOT
- 100% Design Plans:
 - o September 2023
- Activities:
- Ready to Let ** June 2026
- Utilities:
 - City of Rockwall is currently relocating utilities (80% complete)
 - AT&T, Oncor, Peoples Communications and FEC are currently relocating utilities
 - Blackland Water Supply Corp. and Zayo are pending relocation

FM 549

- Limits:
- SH 276 to SH 205
- Description:
 - Widen existing 2-lane to a 4-lane divided roadway
- Est. Construction Cost:
 - o \$52,007,369.00
- Construction Funding:
 - CAT 5 funding: \$5,987,882
 - o CAT 4 funding: \$46,019,486
- 100% Design Plans:
 - o November 2024
- Activities:
- Ready to Let ** November 2024-TXDOT is working within their annual budgetary constraints to set a new let date.
- o Utilities:
 - All clear

SH 205 Middle

- Limits:
- North SH 205 to South SH 205
- Description:
 - Reconstruct 4-lane divided with TXDOT standard turn lanes including a railroad bridge to allow John King to be installed under the railroad.
- Est. Construction Cost:
 - o \$67,929,900
- Construction Funding:
 - o CAT 2: \$67,929,900

- Rockwall County 2008 Bond Funds: \$2,000,000
- 100% Design Plans:
 - o June 2026
- Activities:
- Ready to Let ** December 2026 Will be adjusted due to railroad coordination
- Utilities:
 - FEC and Sprint are currently relocating
 - City of Rockwall relocates are pending TXDOT funding approval
 - Atmos and Zayo are pending relocations

SH 205 South

- Limits:
- North of FM 549 to Rockwall County Line (#0451-01-053)
- Rockwall County Line to US 80 (#0451-02-028)
- Description:
 - Widen from a 2-lane to a 4-lane roadway (6-lane ultimate)
- Est. Construction Cost:
 - o \$261,113,888
- Construction Funding:
 - CAT 1: \$15,927,757CAT 2: \$44,046,699
 - o CAT 4: \$201,139,432
- 100% Design Plans:
 - o August 2024
- Activities:
- Ready to Let **
 - #0451-01-053 December 2025
 - #0451-02-028 March 2026
- Utilities:
 - FEC and AT&T are currently relocating
 - City of Rockwall relocates were awarded at the June 16th City Council meeting. Contract signing is pending.
 - High Point Water Supply Corp., RCH Water Supply Corp.,
 Spectrum, and Suddenlink are pending relocations

FM 1141

- Limits:
- SH 66 to FM 552
- Description:
 - Widen existing 2-lane to a 6-lane roadway
- Est. Construction Cost:
 - Unknown at this time
- 100% Design Plans:
 - o Unknown
- Activities:

 Awaiting authorization by Rockwall County Commissioners Court to begin negotiations with design engineering consultant

FM 3097 (Horizon Road)

- Limits:
- o Tubbs to FM 549
- Description:
 - Widen existing 2-lane to a 4-lane roadway
- Est. Construction Cost:
 - o \$33,215,809
- Construction Funding:
 - o Rockwall County 2008 Bond Funds
- 100% Design Plans:
 - Unknown
- Activities:
- Awaiting Rockwall County Commissioners Court approval to move forward with plans, specifications, and estimate (PS&E).

Horizon Road

- Limits:
- o FM 740 to IH-30
- Description:
 - Widen existing 4-lane to a 6-lane roadway with sidewalks
- Est. Construction Cost:
 - Unknown
- Construction Funding:
 - Rockwall County Transportation Road Improvement Program 2021 (TRIP-21): \$2,500,000
- 100% Design Plans:
 - o Unknown
- Activities:
- Awaiting approval from Rockwall County Commissioners Court to place negotiated Professional Services Agreement with Bridgefarmer & Associates on Commissioners Court for consideration.

Village Drive Bridge

- Limits:
- o Laguna Drive to Marina Drive
- Description:
 - o Reconstruct and widen 2-lane to a 4-lane bridge over the railroad
- Est. Construction Cost:
 - o \$15,000,000
- Construction Funding:

- North Central Texas Council of Government (NCTCOG) 2024 Strategic Transportation Funding Program: \$12,000,000
- Local Funding: \$3,000,000 (Rockwall County may partner with the City of Rockwall to move this project forward and provide \$2,000,000 in funds toward the local matching requirement.)
- 100% Design Plans:
 - o Unknown

FM 549

- Limits:
- o FM 740 to SH 205
- Description:
 - o Reconstruct and widen 2-lane to a 4-lane roadway
- Est. Construction Cost:
 - Unknown
- Funding:
- Rockwall County Transportation Road Improvement Program 2021 (TRIP-21): \$7,000,000
- 100% Design Plans:
 - Unknown
- Activities:
- Awaiting approval from Rockwall County Commissioners Court to place negotiated Professional Services Agreement with WSB on Commissioners Court for consideration

FUNDING SOURCES

TXDOT Funding Categories

- CAT 1: Preventive Maintenance and Rehabilitation
- CAT 2: Metro and Urban Area Corridor Projects / NCTCOG
- CAT 3: Non-Traditionally Funded Transportation Projects
- CAT 4: Statewide Connectivity Corridor Projects
- CAT 5: Congestion Mitigation and Air Quality Improvements / NCTCOG
- CAT 6: Structures Replacement and Rehabilitation (Bridge)
- CAT 7: Metropolitan Mobility and Rehabilitation / NCTCOG
- CAT 8: Safety Projects
- CAT 9: Transportation Alternatives
- CAT 10: Supplemental Transportation Projects
- CAT 11: District Discretionary
- CAT 12: Strategic Priority

Rockwall County Funding Categories

- 2008 Rockwall County Bond Fund
- Rockwall County Transportation Road Improvement Program 2021 (TRIP-21)

^{**} Ready to Let – a Texas Department of Transportation (TXDOT) project milestone indicating that a construction project is fully prepared for the letting phase, where bids are solicited and awarded

Sales Tax Collections - Rolling 36 Months

	General Fund	TIF		
	Sales Tax	Sales Tax		
May-22	-	-		
Jun-22	2,050,066	25,127		
Jul-22	2,135,457	29,738		
Aug-22	2,381,510	34,190		
Sep-22	2,092,217	36,105		
Oct-22	2,177,040	25,420		
Nov-22	2,291,130	17,990		
Dec-22	2,068,593	21,213		
Jan-23	2,231,654	21,134		
Feb-23	2,792,696	24,982		General Fund Sales Tax
Mar-23	1,949,994	20,438	4,000,000	
Apr-23	1,938,490	24,487	3,500,000	
May-23	2,631,033	26,766	3,000,000	
Jun-23	1,859,485	29,862	2,500,000	
Jul-23	2,169,495	30,350	2,000,000	
Aug-23	2,483,321	34,558	1,500,000	
Sep-23	2,149,947	37,018		
Oct-23	2,260,609	27,209	1,000,000	
Nov-23	2,407,536	19,977	500,000	
Dec-23	2,054,537	19,906	-	JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
Jan-24	2,300,943	21,155		JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
Feb-24	3,243,321	29,558		
Mar-24	1,559,068	18,064		
Apr-24	1,544,681	19,220		
May-24	2,464,214	29,570		TIF Sales Tax
Jun-24 Jul-24	2,130,506	28,658	45,000	
	2,229,321 2,301,556	36,518 40,719	25.000	
Aug-24 Sep-24	2,301,336 2,244,383	40,719 47,289	35,000	. 11
Oct-24	2,244,383 2,175,761	35,830		
Nov-24	2,173,761 2,377,426	-	25,000	
Dec-24	2,377,426 2,191,341	31,568 31,093		
Jan-25	2,191,341 2,246,159	31,093 31,067	15,000	
Feb-25	3,417,323	35,808		
Mar-25	2,007,065	25,148	5,000	IAN EED MAD ADD MAY HIN HIL ALIC CED OCT NOV DEC
Apr-25	1,827,247	29,437		JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
Api-23	1,021,241	23,437		

Notes:

May-25

75% of total sales tax collected is deposited to the General Fund each month

26,913

Comptroller tracks sales tax generated in the TIF and reports it monthly

75% of TIF sales tax (city share) is pledged to the TIF

2,526,259

Monthly Water Consumption - Rolling 27 Months

	Total Gallons	Daily Average	Maximum Day
Feb-23	198,103,255	7,075,116	8,544,708
Mar-23	220,326,930	7,107,320	10,825,669
Apr-23	292,874,560	9,762,486	13,280,734
May-23	355,482,851	11,467,189	16,032,988
Jun-23	491,086,630	16,369,555	21,693,510
Jul-23	587,439,800	18,949,672	23,599,534
Aug-23	742,795,770	23,961,154	25,727,492
Sep-23	637,062,410	21,235,410	31,876,280
Oct-23	461,067,498	14,873,145	20,317,822
Nov-23	307,169,395	10,238,981	12,875,885
Dec-23	277,770,415	8,960,337	13,375,678
Jan-24	326,749,166	10,540,296	21,931,696
Feb-24	236,310,098	8,148,624	10,720,500
Mar-24	270,997,608	8,741,858	10,729,160
Apr-24	292,285,444	9,742,848	11,333,764
May-24	314,251,314	10,137,140	13,475,962
Jun-24	452,670,816	15,089,026	22,364,746
Jul-24	643,093,680	20,744,956	25,259,696
Aug-24	716,579,590	23,115,472	25,942,998
Sep-24	564,519,530	18,817,318	22,530,378
Oct-24	604,424,870	19,497,576	23,874,820
Nov-24	277,770,415	8,960,337	13,375,680
Dec-24	320,082,056	10,325,228	12,934,577
Jan-25	259,571,102	6,444,886	11,210,467
Feb-25	226,708,713	7,313,184	9,927,894
Mar-25	233,309,701	7,526,119	10,777,185
Apr-25	357,554,071	11,918,469	16,303,760

Source: SCADA Monthly Reports generated at the Water Pump Stations

