

AGENDA

ROCKWALL CITY COUNCIL MEETING

Monday, October 20, 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:

- Discussion regarding legal advice related to Ch.10, Article XII. "Property Maintenance Code" of the Rockwall Municipal Code of Ordinances, pursuant to §551.071 (Consultation with Attorney).
- 2. Discussion regarding possible sale/purchase/lease of real property in the vicinity of Lake Rockwall Estates, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney)
- **3.** Discussion regarding City Manager employee evaluation, pursuant to Section 551.074 (Personnel Matters).
- III. Adjourn Executive Session
- IV. Reconvene Public Meeting (6:00 P.M.)
- V. Invocation and Pledge of Allegiance Councilmember Campbell
- VI. Proclamations / Awards / Recognitions
 - 1. Introduction of Youth Advisory Council (YAC) Students
 - 2. Parks Maintenance Champions Day Proclamation
 - 3. Chamber of Commerce Week Proclamation
 - 4. Hispanic Heritage Month Proclamation
 - 5. Italian American Heritage Month Proclamation

VII. Appointment Items

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

VIII. 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 3 business days 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.

IX. Take Any Action as a Result of Executive Session

X. 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 Oct. 6, 2025 city council meeting, and take any action necessary.
- 2. Z2025-059 Consider a request by William Andrew Solomon of KRE 15, LLC for the approval of an ordinance for a Zoning Change from an Agricultural (AG) District to a Planned Development District for Single-Family 1 (SF-1) District land uses on a 105.1004-acre tract of land identified as Tract 4 of the J. R. Marrs Survey, Abstract No. 152, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-276 Overlay (SH-276 OV) District, generally located on the south side of SH-276 west of the intersection of SH-276 and E. FM-550, and take any action necessary (2nd Reading).
- **3.** Consider approval of an ordinance amending the Code of Ordinances in Ch. 4 "Alcoholic Beverages," Article II. "Required Biennial Fee" to remove said fee(s) in accordance with Senate Bill 1008, and take any action necessary. (1st reading)
- 4. Consider approval of an ordinance for the temporary reduction of the current 55 miles per hour speed limit along FM 549 to 45 miles per hour from MP 9.596 to MP 11.866 (from SH 276 approximately 2.27 miles to SH 205) during (re)construction of FM 549, and take any action necessary. (1st reading)
- 5. P2025-032 Consider a request by Dean & Tina Sweat for the approval of a <u>Final Plat</u> for Lots 1 & 2, Block A, Sweat Addition for an 8.67-acre tract of land identified as Tract 23-2 of the S. McFadgin Survey, Abstract No. 142, City of Rockwall, Rockwall County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), addressed as 200 Sabine Creek Road, and take any action necessary.
- Consider awarding a bid in the amount of \$125,000 to Child's Play, Inc. for the upgrades and replacement of the playground at The Park at Fox Chase to be funded by the Recreation Development Fund Budget, and authorize the City Manager to execute associated purchase orders and/or contracts, and take any action necessary.

- 7. Consider awarding a bid in the amount of \$64,227.50 to Child's Play, Inc. for the upgrades of the KidZone playground at Harry Myers Park, to be funded by the Recreation Development Fund Budget, and authorize the City Manager to execute associated purchase orders and/or contracts, and take any action necessary.
- **8.** Consider authorizing the City Manager to execute an agreement with Freese & Nichols, Inc. in the amount of \$144,321 to be funded by the Recreation Development Fund Budget to provide a master plan for Alma Williams Park, and take any action necessary.
- 9. Consider authorizing the City Manager to execute a Green Ribbon Grant Agreement with TxDOT in the amount of \$269,686 and a Planning, Design & Construction Administration Agreement with MESA Design Group in the amount of \$154,875 to be funded by the Tree Mitigation Fund Budget, for the redesign of FM740 landscape medians, and take any action necessary.
- **10.** Consider authorizing the City Manager to execute an agreement with Freese & Nichols, Inc. in the amount of \$116,721 to be funded by the Recreation Fund Budget to provide a master plan for Ben A. Klutts Park, and take any action necessary.
- 11. Consider authorizing the City Manager to enter into an agreement with First Due Holding, Inc. and sign all associated documents for the purchase of a records management software system for the Fire Department in the amount of \$52,566 (for the first year), to be funded by the Fire Operations Budget, and take any action necessary.
- **12.** Consider approval of new vehicle purchases with Sames Laredo Chevrolet in the amount of \$333,000 and with Sames Bastrop Ford in the amount of \$148,350 to be funded by the Police Dept. Operating Budget, and authorize the City Manager to execute associated purchase orders, and take any action necessary.

XI. Public Hearing Items

If you would like to speak regarding an item listed below, 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. The Mayor or Mayor Pro Tem will call upon you to come forth at the proper time. Please limit your comments to no more than three minutes.

- 22025-062 Hold a public hearing to discuss and consider a request by Sairong Cheng of Joyful Claw, LLC on behalf of Jeff Carter of PA Harbor Retail, LLC for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> for Indoor Commercial Amusement/Recreation on a portion of a 12.89-acre parcel of land identified as Lot 8, Block A, the Harbor-Rockwall Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 7 (PD-7) for limited General Retail (GR) District land uses, addressed as 2071 Summer Lee Drive, Suite R103, and take any action necessary (1st Reading).
- **2. Z2025-063** Hold a public hearing to discuss and consider a request by T. J. Mutcherson for the approval of an **ordinance** for a <u>Specific Use Permit (SUP)</u> for *Residential Infill Adjacent to an Established Subdivision* for the purpose of constructing a single-family home on a 0.16-acre tract of land identified as a Tract 36 of R. Ballard Survey, Abstract No. 29, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 902 Aluminum Plant Road, and take any action necessary **(1st Reading)**.

- 3. **Z2025-064** Hold a public hearing to discuss and consider a request by Phillip Craddock of Craddock Architecture, PLLC on behalf of Clay Shipman of Shipman Fire Protection for the approval of an **ordinance** for a *Specific Use Permit (SUP)* to exceed the *Maximum Permissible Height in a Commercial (C) District* on a 5.104-acre tract of land identified as Lot 19, Block A, La Jolla Pointe Addition and Lots 10 & 24, Block A, La Jolla Pointe, Phase 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the Scenic Overlay (SOV) and IH-30 Overlay (IH-30 OV) District, addressed as 1020 La Jolla Pointe Drive **(1st Reading)**.
- 4. **Z2025-065** Hold a public hearing to discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects on behalf of D. W. Bost of JBR2, LLC for the approval of an **ordinance** for a <u>Specific Use Permit (SUP)</u> for a <u>Retail Store with Gasoline Sales that has more than Two (2) Dispensers</u> on a 2.59-acre parcel of land identified as Lot 2, Block A, JBR2 Addition, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, generally located at the south corner of the intersection of S. Goliad Street [SH-205] and FM-549, and take any action necessary **(1st Reading)**.

XII. Action Items

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

1. MIS2025-017 - Discuss and consider a request by John Arnold of Skorburg Company for the approval of a <u>Miscellaneous Case</u> for an <u>Alternative Tree Mitigation Settlement Agreement</u> for a residential subdivision on a 98.40-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) 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.

XIII. Adjournment

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

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

I, Kristy 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 14th day of October at 9:45 PM and remained so posted for at least three business days before the scheduled time of said meeting.

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

YAC Member's Grade & School	YAC Member's Name	Council or Staff Member Paired With
Sophomore (RHS)	Vincent Harris	Tim McCallum, Mayor
Senior (RHS) Chair	Vincent Vento	Mark Moeller, Mayor Pro Tem
Junior (RHS)	Eva King	Sedric Thomas, City Councilmember
Senior (RHS)	Ellie McReynolds	Melba Jeffus, City Councilmember
Sophomore (RHS)	David Ajayi	Dennis Lewis, City Councilmember
Junior (RHS)	Ainsley Schmitz	Richard Henson, City Councilmember
Senior (RHS) Vice Chair	Allison Nielsen	Anna Campbell, City Councilmember
Junior (RHS) Secretary	Reagan Reazor	Mary Smith, City Manager
Senior (RHS)	Luke LaGrange	David Sweet, Dir. of Admin. Services
Senior (RHS)	Ethan Abraham	Ryan Miller, Dir. of Planning
Junior (RHS) Historian	Darby Jorif	Kate Sitzenstatter, Public Information Officer
Senior (RHS)	Sheldon Brown	Frank Garza, City Attorney
Junior (RHS)	London Stahl	Kristy Teague, City Secretary

Absences: no known expected absences as of 5PM on 10.15.25. Will update if/when any absences are known.

- Mayor McCallum – please plan to dismiss the students between 7:15-7:30 p.m. Thank you!



Proclamation

Officeas, the TX Recreation and Parks Society (TRAPS) is a nonprofit, educational, professional organization founded in 1937 to advance the profession of parks, recreation and leisure services in Texas; and

Officeas, TRAPS annually hosts a "Regional & State Championship Maintenance Rodeo," a competition consisting of seven events - Truck & Trailer Competition, Zero Turn Mower Obstacle Course, Backhoe Competition, Blower Competition, Irrigation Assembly, Nail Driving Competition, and Plant Identification; and

Of Whereas, the regional competition was held October 1, 2025 in Southlake, and City of Rockwall personnel who participated in the events helped win the 2025 North Regional Championship, which has qualified them for the State Championships on February 10-13 of next year; and

Whereas, Rockwall's Parks Maintenance staff placed in the top five in all but one event, with 34 cities and over 300 competitors from around DFW participating; and

Olivereas, our City's dream team won the Regional Championship in 2019, 2020 and 2021 and the State Championship in 2022, then briefly retired, picking up again this year where they left off in 2022 and holding an unprecedented record of there being no other team that's ever won three Regional Championships in a row since the competition began in 1988.

You. Therefore, I, Tim Mcallum, Mayor of the City of Rockwall, Texas, do hereby proclaim October 20, 2025 as

Parks Maintenance Champions Day

in the City of Rockwall, and urge all citizens to applaud and celebrate City of Rockwall's Parks & Recreation Department for this most notable achievement and wish them well as they move on to the State Championship in the 2026.

In Witness Whereof, I here unto set my hand and official seal this 20th day of October, 2025.

Tim AlcCallum,	Mayor

Officeas. Chambers of Commerce work with industry, businesses, and merchants to advance the civic, economic, industrial, professional, and cultural life of cities; and

Of Mereas, Chambers of Commerce were first chartered by the Republic of Texas in 1840 and have contributed to the civic and economic life of Texas for 185 years; and

Officeas, this year marks the 96th anniversary of the Rockwall Area Chamber of Commerce and the 119th Anniversary of the Texas Association of Chamber of Commerce Executives, the state's longest standing association of Chamber professionals in the nation; and

Whereas. the Rockwall Area Chamber of Commerce, founded in 1929, is the leading broad-based business organization that serves as a unified voice for area business; and

Officeas, Chambers of Commerce encourage the growth of existing industries, services, and commercial firms and encourage new businesses and individuals to locate in Rockwall, acting as a liaison with the State of Texas, City and County of Rockwall, schools and business community; and

Whereas, Chambers of Commerce remain strong, viable organizations of professionals throughout the nation; and

Office and Commerce Medical M

Now, **Therefore**, I, Tim McCallum, Mayor of the City of Rockwall, Texas, do hereby proclaim **October 13 – 17, 2025** as

Chamber of Commerce Week

in the City of Rockwall and encourage all citizens to recognize and applaud this organization for its many professional endeavors which benefit our city and beyond.

In Witness Whereof, I hereunto set my hand and official seal this 20th day of October, 2025.

Tim McCallum, Mayor



October 15, celebrating the rich histories, vibrant cultures, and invaluable contributions of Americans whose ancestors came from Spain, Mexico, the Caribbean, Central America, and South America; and

Officeas, the observation begins on September 15, a date that marks the independence anniversaries of five Latin American countries - Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua - with Mexico, Chile, and Belize also celebrating their independence days in September; and

Officeas, the Hispanic and Latino community has played an integral role in shaping the character and future of our nation through leadership in government, business, education, science, the arts, the military, and countless other fields; and

Whereas, we honor the generations of Hispanic Americans who have strengthened our communities through their unwavering commitment to family, faith, hard work, and service; and

Whereas, Rockwall recognizes the importance of the contributions of Latinos to the robust history and economic prosperity of our community.

Sow, Therefore, I, Tim McCallum, Mayor of the City of Rockwall, Texas, do hereby proclaim **September 15 – October 15** as

Hispanic Heritage Month

in the City of Rockwall and encourage all residents to join in honoring the achievements, culture, and contributions of Hispanic and Latino Americans, today and throughout the year.

In Witness Whereof, I hereunto set my hand and official seal on this 20th day of October, 2025.

Tim AlcCallum, Mayor



Officeres, the United States of America is a nation built by immigrants whose diverse cultures and rich traditions have shaped our shared history and continue to strengthen our society today; and

Officeas, Italian Americans have made immeasurable contributions to the cultural, economic, political, scientific, and social fabric of our nation, from early explorers like Christopher Columbus to countless individuals who have enriched our communities with their talent, innovation, and dedication to the American dream; and

Officeas, throughout our nation's history, Italian Americans have distinguished themselves in all fields of endeavor - as artists and authors, laborers and leaders, educators and entrepreneurs, scientists and soldiers, patriots and public servants; and

Whereas, we celebrate the nearly 18 million Americans of Italian descent whose stories are woven into the tapestry of our national identity, and we recognize the values of family, faith, hard work, and perseverance that continue to define the Italian American experience; and

Officeas, we also acknowledge the struggles and prejudice faced by Italian Americans throughout history and reaffirm our commitment to justice, inclusion, and unity for all people.

Now, Therefore, I, Tim McCallum, Mayor of the City of Rockwall, Texas, do hereby proclaim October 2025 as

Italian American Heritage Month

in the City of Rockwall and call upon all residents to celebrate the proud history, vibrant culture, and vital contributions Italian Americans make within our community and our country.

In Witness Whereof, I hereunto set my hand and official seal on this 20th day of October, 2025.

Tim McCallum, Mayor



MINUTES

ROCKWALL CITY COUNCIL MEETING

Monday, October 6, 2025 - 5:00 PM

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

I. Call Public Meeting to Order

Mayor McCallum called the public meeting to order at 5:00 p.m. Present were Mayor Tim McCallum, Mayor Pro Tem Mark Moeller, and Councilmembers Sedric Thomas, Melba Jeffus, Anna Campbell, Dennis Lewis and Richard Henson. Also present were City Manager Mary Smith, Assistant City Manager Joey Boyd and the city's legal counsel, Lea Ream. He then read the below-listed discussion items into the record before recessing the public meeting to go into Executive Session at 5:00 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 selection and submission of nominee(s) for the Rockwall Central Appraisal District (CAD) Board of Directors, pursuant to Section 551.074 (personnel matters).
- 2. Discussion regarding possible sale/purchase/lease of real property in the vicinity of Boydstun Ave., pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney)

III. Adjourn Executive Session

Council adjourned from Executive Session at 5:40 p.m.

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

Mayor McCallum reconvened the public meeting at 6:00 p.m.

V. Invocation and Pledge of Allegiance – Mayor McCallum

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

- VI. Proclamations / Awards / Recognitions
 - 1. Domestic Violence Awareness & Prevention Month Proclamation

Representatives from Women in Need, the Rockwall Police Department and Rockwall District Attorney's Office came forth. Mayor McCallum then read and presented them with this proclamation.

2. "D-Day" for "V-Day" Proclamation

Dr. Stan Lorwrance, local dentist, along with members of the Terry Fisher Post of the American Legion organization came forth. The mayor then read and presented them with this proclamation.

3. Texas Night Out Proclamation

The Mayor read and presented this proclamation to Police Chief, Ed Fowler, encouraging citizens to participate in TX Night Out festivities tomorrow night in Rockwall.

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 came forth and briefed the Council on recommendations of the Commission relative to planning-related items on tonight's meeting agenda. Brief questions and answers transpired. Council took no 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 no one indicating such, he then closed the Open Forum.

IX. Take Any Action as a Result of Executive Session

Action related to Executive Session transpired during Action Item #6. See details related to action taken notated beneath Action Item #6 below.

X. Consent Agenda

- 1. Consider approval of the minutes from the Sept. 15, 2025 city council meeting, and take any action necessary.
- 2. Z2025-050 Consider approval of an ordinance for a <u>Text Amendment</u> to Article 11, <u>Development Applications and Review Procedures</u>, of the Unified Development Code (UDC) for the purpose of establishing requirements that relate to an applicant's failure to appear at a public hearing, and take any action necessary (2nd Reading).
- **3. Z2025-051** Consider approval of an **ordinance** for a <u>Text Amendment</u> to Article 12, <u>Enforcement</u>, of the Unified Development Code (UDC) for the purpose of establishing an expiration date for building permits that are dormant or show little progress towards completion, and take any action necessary (2nd Reading).
- 4. Z2025-054 Consider a request by Stephen B. Duncan for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> for a <u>Carport</u> and <u>Accessory Building</u> on a one (1) acre parcel of land identified as Lot 18, Block B, Saddlebrook Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, addressed as 2389 Saddlebrook Lane, and take any action necessary (2nd Reading).
- 5. Z2025-055 Consider a request by Lisa Deaton of Palm Development Partners, LLC on behalf of Donna Perry of East Shore J/V for the approval of an ordinance for a <u>PD Development Plan</u> for a <u>Medical Office Building</u> on a 1.4384-acre parcel of land identified as Lot 27, Block A, The Standard-Rockwall Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 68 (PD-68) for Commercial © District land uses, situated within the SH-205 Overlay (SH-205 OV) District, addressed as 1301 S. Goliad Street [SH-205], and take any action necessary (2nd Reading).

- **6. Z2025-056** Consider a request by Nahomi Anaya on behalf of Dustin Fox for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> for <u>Residential Infill in an Established Subdivision</u> for the purpose of constructing a single-family home on a 0.368-acre tract of land identified as a Lot 15, Block C, Harbor Landing, Phase 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 308 Harborview Drive, and take any action necessary (2nd Reading).
- 7. Z2025-058 Consider a request by Leonard and Debra Lynskey for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> for an Accessory Structure that exceeds the maximum size on a 0.445-acre parcel of land identified as Lot 17, Block F, Saddle Star Estates South, Phase 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 79 (PD-79) for Single-Family 8.4 (SF-8.4) District land uses, addressed as 2310 Sarah Drive, and take any action necessary (2nd Reading).
- **8. Z2025-060** Consider a request by Anthony Rendon on behalf of Marcelino Rendon for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for an *Accessory Structure* on a 0.570-acre parcel of land identified as Lot 1 of the Hurst Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, situated within the Old Town Rockwall (OTR) Historic District, addressed as 710 Hartman Street, and take any action necessary **(2nd Reading)**.
- **9.** Consider authorizing the City Manager to execute an interlocal cooperative agreement between the City of Rockwall and STAR Transit for transportation services for fiscal year 2026 in the amount of \$131,625 to be funded by the Administration Department Operating Budget, and take any action necessary.
- 10. Consider authorizing the City Manager to execute an agreement with Meals on Wheels Senior Services for certain nutritional and senior service programs for fiscal year 2026 in the amount of \$60,000 to be funded from the Administration Department Operating Budget, and take any action necessary.
- 11. Consider approval of a resolution denying 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 authorizing the City Manager to execute an interlocal agreement with Rockwall County for Rockwall Fire Department to provide Fire Protection Services within unincorporated areas of the county for fiscal year 2026, and take any action necessary.
- 13. P2025-031 Consider a request by John McKinney of M & J Ranch Trail Holdings, LLC for the approval of a <u>Final Plat</u> for Lots 23 & 24, Block A, Rainbo Acres Addition being a 9.76-acre parcel of land identified as a portion of Lot 18 of the Rainbo Acres Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial © District, addressed as 365 Ranch Trail, and take any action necessary.
- 14. P2025-033 Consider a request by Alejandro Perales on behalf of Ariel Palacios for the approval of a <u>Final Plat</u> for Lot 2, Block G, Lake Rockwall Estates East Addition being an 0.17-acre parcel of land identified as Lot 910-A0 of the Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single Family 7 (SF-7) District land uses, addressed as 178 Lynne Drive, and take any action necessary.

- **15. P2025-034** Consider a request by Jake Hodges of Kimley-Horn & Associated on behalf of Jeff Brockette of Vue Realty Group, LLC for the approval of a *Final Plat* for Lots 1 & 2, Block A, Rockwall Medical Building Addition being an 8.4841-acre tract of land identified as Tract 2-2 of the W. H. Barnes Survey, Abstract No. 26, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 10 (PD-10) for Commercial © District land uses, situated within the SH-205 Overlay (SH-205 OV) District, generally located at the southeast corner of the intersection of S. Goliad Street [*SH-205*] and SH-276, and take any action necessary.
- **16. P2025-035** Consider a request by Ankit Parmar of Adat Construction LLC for the approval of a <u>Replat</u> for Lot 9, Block A, Ellis Centre Phase 2 Addition being a 0.70-acre parcel of land being identified as Lot 6, Block A, Ellis Centre Phase 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 1940 Alpha Drive, and take any action necessary.

Councilmember Lewis pulled Consent Agenda item #10 to abstain, since he serves on the Board of Directors for Meals on Wheels. He then went on to make a motion to approve the entire Consent Agenda, minus item #10 (approve #s 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, and 16). Councilmember Henson seconded the motion. The ordinance captions were then read as follows:

CITY OF ROCKWALL ORDINANCE NO. 25-59

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING ARTICLE 11, DEVELOPMENT REVIEW PROCEDURES, AS DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF ROCKWALL ORDINANCE NO. 25-60

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING ARTICLE 12, ENFORCEMENT, AS DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF ROCKWALL ORDINANCE NO. <u>25-62</u> SPECIFIC USE PERMIT NO. <u>S-379</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 CARPORT AND ACCESSORY BUILDING ON A ONE (1) ACRE PARCEL OF LAND IDENTIFIED AS LOT 18, BLOCK B, OF THE SADDLEBROOK ESTATES #2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY

DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF ROCKWALL ORDINANCE NO. <u>25-64</u> SPECIFIC USE PERMIT NO. S-380

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 8 (PD-8) [ORDINANCE NO. 23-40] AND THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION ON A 0.368-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 15, BLOCK C, HARBOR LANDING, PHASE 2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF ROCKWALL ORDINANCE NO. <u>25-65</u> SPECIFIC USE PERMIT NO. S-381

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 79 (PD-79) [ORDINANCE NO. 20-35] 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 AN ACCESSORY STRUCTURE ON A 0.445-ACRE PARCEL OF LAND IDENTIFIED AS LOT 17, BLOCK F, OF THE SADDLE STAR ESTATES SOUTH, PHASE 2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF ROCKWALL ORDINANCE NO. <u>25-66</u> SPECIFIC USE PERMIT NO. S-382

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 0.570-ACRE PARCEL OF LAND IDENTIFIED AS LOT 1 OF THE HURST ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A

SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor McCallum then moved to approve Consent Agenda item #10. Councilmember Moeller seconded the motion. The motion passed by a vote of 6 ayes with 1 abstention (Lewis).

XI. Public Hearing Items

22025-053 — Hold a public hearing to discuss and consider a request by Dub Douphrate of Douphrate and Associates on behalf of RHC 1 Properties, LLC for the approval of an ordinance for a <u>Specific Use Permit (SUP)</u> for a <u>Carwash</u> on a 2.008-acre tract of land identified as a portion of Lot 1, Block A, the Woods at Rockwall Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial © District, situated within the Scenic Overlay (SOV) District, addressed as 2215 Ridge Road [FM-740], and take any action necessary (1st Reading).

Mr. Miller, the city's Planning Director, indicated that the applicant has requested to withdraw this case. Mayor McCallum moved to accept the applicant's request to withdraw. Councilmember Campbell seconded the motion, which passed by a vote of 7 ayes to 0 nays.

2. Z2025-057 – Hold a public hearing to discuss and consider a request by Kiew Kam of Triangle Engineering, LLC 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 a <u>Residence Hotel</u> on a 2.819-acre portion of a larger 4.767-acre parcel of land identified as Lot 6, Block B, Fit Sport Life Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial © District, situated within the FM-549 Overlay (FM-549 OV) District, generally located east of the intersection of FM-549 and Fit Sport Life Boulevard, and take any action necessary (1st Reading).

Mr. Miller, the city's Planning Director, indicated that the applicant has requested to table this case. Councilmember Moeller moved to table this item to the Monday, November 3rd city council meeting. Councilmember Thomas seconded the motion, which passed by a vote of 6 ayes to 1 nay (Henson).

3. Z2025-059 – Hold a public hearing to discuss and consider a request by William Andrew Solomon of KRE 15, LLC for the approval of an ordinance for a Zoning Change from an Agricultural (AG) District to a Planned Development District for Single-Family 1 (SF-1) District land uses on a 105.1004-acre tract of land identified as Tract 4 of the J. R. Marrs Survey, Abstract No. 152, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-276 Overlay (SH-276 OV) District, generally located on the south side of SH-276 west of the intersection of SH-276 and E. FM-550, and take any action necessary (1st Reading).

Planning Director, Ryan Miller provided background information concerning this agenda item. The applicant is requesting to rezone this land in order to establish a 54 lot single-family home subdivision. The case was originally heard by Council on Sept. 15, 2025; however, Council expressed to the applicant a desire to see some changes made to the proposal, so it was remanded back to the Planning & Zoning Commission. Since that time, the applicant has made the following changes to the proposed concept plan:

- (1) The applicant has included a location for two (2) covered pickleball courts on the concept plan and provided an image showing what this site amenity will generally look like at the time of construction.
- (2) The applicant has provided increased anti-monotony standards that stipulate for every 25 homes constructed there shall not be more than one (1) matching building elevation. This means that the proposed development will only have the ability to provide two (2) of the same elevation throughout

- the subdivision. In addition, the anti-monotony standards have been changed to stipulate that four (4) differing elements -- as opposed to three (3) differing elements -- are required to determine if a home is substantially different.
- (3) The applicant has incorporated an exhibit of a more substantial entry monument sign into the Planned Development District ordinance than was previously provided.
- (4) The applicant has agreed to include side entry garage configurations into the Planned Development District ordinance.

Following Mr. Miller's comments, the mayor opened the public hearing, asking the applicant to come forth. Ms. Seetha Ravi came forth as the applicant, indicating that Mr. Solomon could not be present this evening. Following brief comments by Council and Ms. Ravi, the mayor asked if anyone would like to come forth and speak at this time. There being no one wishing to come forth and speak, he then closed the public hearing.

Councilmember Lewis moved to approve Z2025-059. Councilmember Campbell seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL ORDINANCE NO. 25-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO PLANNED DEVELOPMENT DISTRICT ____ (PD-___) FOR SINGLE-FAMILY 1 (SF-1) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 105.285-ACRE TRACT OF LAND IDENTIFIED AS TRACT 4 OF THE J. R. MARRS SURVEY, ABSTRACT NO. 152, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A' AND DEPICTED HEREIN BY EXHIBIT 'B'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

XII. Action Items

1. Discuss and consider an update from the city's appointees currently serving on the N. TX Municipal Water District (NTMWD) Board of Directors concerning water and wastewater services, and take any action necessary.

Former Rockwall City Manager, Rick Crowley, who serves as one of the city's Directors on the NTMWD Board, along with Chip Imrie, the city's second Board Member, were introduced by Mayor McCallum. Mr. Imrie then came forth and briefed the Council on several items. First, the service area is equivalent to the size of the State of Rhode Island (about 1,500 square miles). Next, in 2020, the District had about 2 million wholesale customers compared to 2.3 million wholesale customers in 2025. So, growth has been ongoing. He went on to explain we lost some of our water capacity out of Lake Texoma because of a mistake made and moved the border, between Oklahoma and Texas and cut out about two thirds of our pump station in Lake Texoma. Lake Texoma and the Lacey Act provided some challenges for us to pump water out of there. Last year, after at least the whole time I've been on the water district, we've been working, with the state of Oklahoma to get that rectified and we were finally able to do it last year. So the other challenge here is the water quality in Lake Texoma is not very good and so we'll be working on building two additional pipelines that will hopefully be in service by 2029 so that we can treat this water. He explained that it has to be blended with

other water. So the goal is to build two pipelines at a cost of about \$629 million to blend water at the Leonard Water Treatment Plant, which primarily serves Lake Texoma. The water out of Bodark Lake, and then the rest to come to Wylie so that we can do that. Mr. Imrie went on to provide brief comments about the District's Operating and Capital Budgets. A 10% increase has been experienced, with \$492 million of the budget being for debt service for addressing growth in the area. Also, they will invest \$1.7 billion in infrastructure in 2026, with most of this focusing on increasing existing water supplies in Lake Texoma and Bodark Lake. They will also devote more than \$1.3 billion in 2026 to install water systems in Lake Texoma to ensure safe, reliable water for North Texas, including the \$605 million for pipelines. Additionally, they will be spending about 15% of the capital budget, or \$259 million, for maintaining critical infrastructure across the service area, which includes, repairs for numerous things. Mr. Imrie commented that the cost of structural concrete has increased by about 40%, and the District is a large user of structural concrete, and Mr. Crowley will speak to Council more about this and other topics.

Mr. Crowley, NTMWD Board Member, then addressed Council. He went on to share that Mr. Imrie is currently serving in a leadership role as Vice President of the NTMWD Board. He went on to share that one of the major challenges for the board, its member cities and its customers is addressing needs related to growth and the associated projections and expenses. It is projected that by the year 2070, the need for water in the region will have doubled. He went on to speak in a bit more detail about the blending of water, such as what is taking place with water out of Lake Texoma and Lake Chapman. He went on to explain that things such as higher construction related costs, coupled with labor shortages, labor concerns, and supply chain interruptions all contribute to higher costs. He shared that the District is experiencing very long wait times, especially related to technology parts that go into the District's projects. They are seeing fewer and fewer contractors participating in their bidding processes, likely for a number of reasons, including the fact their projects involve such complexities, especially related to technology. He explained how the District is working to try and address some of the various issues that cause increases in costs so as to try and combat those increases as much as possible.

Councilmember Lewis provided brief comments pertaining to increased concrete costs, and he thanked Mr. Crowley and Mr. Imrie for their work on the board on behalf of the City of Rockwall.

Additional questions, answers and comments transpired among and between some members of Council, Mr. Crowley and Mr. Imrie. Mr. Imrie thanked City Manager, Mary Smith, and her team as well as the elected councilmembers of the city. Councilmembers thanked Mr. Crowley and Mr. Imrie for their service on the NTMWD Board of Directors. The Council ultimately took no action as a result of these discussions.

2. Discuss and consider a project proposal presented by the Chair of the City's ART Commission related to the "Farm to Market Tractor," and take any action necessary.

Councilmember Lewis indicated that he serves as the city's liaison to the ART Commission. For now, the Commission would like to withdraw this item and revisit it at a later date. No action was taken at this time.

3. Discuss and consider public input related to plans for the SH-66 TX Parks & Wildlife grant funded boat ramp parking lot expansion project, and take any action necessary.

The mayor called forth the first speaker for this agenda item.

Caren Williams 1113 Bayshore Drive Rockwall, TX

Mrs. Williams came forth and expressed various and numerous concerns related to this green space and the associated parking lot project. She believes that the green space would only be utilized for parking on three holidays (Memorial Day, Fourth of July, and Labor Day). She went on to explain the various reasons why the green space should not be turned into a parking lot, especially since it will only be used to park boat trailers on those three holidays. She does not believe citizens were treated fairly, including indicating that none of her neighbors or her ever saw indication that this project was being talked about or considered by Council. She expressed that they were told that that green space would never have anything built upon it. She stated that the grant application indicates that there is no opposition to this parking lot project, yet neighboring residents are in fact here and are in opposition. She pointed out letters of support that the City gathered from businesses instead of asking neighboring residents for their input. She feels more time was spent trying to keep residents uniformed and unaware of the project rather than including them. She went on to share that she and her neighbors have developed some solutions, that she believes Council will agree are thoughtful and balanced and address all of the needs of the area, including the existing flood concerns. She urged Council to find solutions that will protect growth and quality of life, and honor both progress and the people who live here. She thanked Council for allowing them the opportunity to speak and to share their perspectives.

Kevin Folsom 1115 Bayshore Drive Rockwall, TX

Mr. Folsom came forth and shared that he first reached out to Travis Sales, Rockwall's Parks Director, in March of 2020 after Rowlett closed the last of four public boat ramps. He had concerns about the impact those closures would have on our own city's boat ramp, including the increase in cars and parking that would likely occur. He briefly commented about Mr. Sales having put out some temporary signs in the parking lot and about how the nearby residents were not notified of the grant related parking project until after it was approved by city council at the time. He went on to share details about the number of cars that are typically parked in the boat ramp parking lot. He shared a little about his own, personal background related to his work with private schools. He went on to share comments pertaining to engineering design of projects such as these, master planning, and associated costs. He went on to share concerns related to loss of property values that he believes will result if this parking lot project comes to fruition. He went on to share various suggestions on how this area can be beneficial for everyone, rather than only for some, including suggestions related to speed humps and permanent signage. Mr. Folsom shared a lot of photographs as he presented to Council, speaking in part about historical information on area boat ramps, including this one, as well as historical information on lake levels, floodplains, and also home values and flood insurance. He went on to share in much greater detail the various problems he perceives and concerns he and others have with Rockwall's boat ramp area, and he presented various suggested, potential solutions. He presented ideas such as a walk-down ramp that kayakers and paddle, stand-up paddle boards could use or for those who would like to just to walk down to the water. He wonders if perhaps a pickleball court or a playground could be built or if a sunset observation point could be established. Mr. Folsom shared that he has lived beside this boat ramp for 12 years, and he is personally a regular user of the boat ramp. So he is very familiar with the area and what all transpires relative to the boat ramp, including all of the related concerns.

Councilmember Lewis asked if Mr. Sales has seen Mr. Folsom's proposed plan and if there is a timeline associated with the grant. Mr. Sales indicated that he personally saw this proposed plan for the first time at about 4:15 p.m. today. A verbal discussion was discussed about a week ago regarding possible parking in the treed area. The grant and related work has to be completely done by June 17, of 2027.

The mayor commented briefly about how he has met with several of the residents about their concerns, and he knows the lake area is an important part of our city, and he knows how important this plan is to both the residents as well as to the city. He thanked the presenters this evening for coming to express their concerns and ideas to Council. He asked Mr. Sales to provide an update on some modifications that have been made to the plans.

Mr. Sales indicated that there was some parallel parking along Willow Bend that we did away with in order to be able to shift the island where the trees are in the original plan over further from Willow Bend and replace the trees with lower vegetation that's about 4 foot from the ground up in order to try and block the actual concrete view from the houses like we discussed. Also, the gating would need to have further discussion because TP&W does not currently allow gating of the parking lot, but this could be discussed further in the future. He indicated that the city's financial obligation will depend on the extent of the proposed, desired changes. If they are minor, it could just lead to some minor adjustments and approvals by the TP&W organization. However, if the desired changes are a lot more extensive, the city may have to do a new environmental study and new geotechnical studies as well as probably pay for an overall redesign of the project, which MHS (design consultant) has indicated would probably be around \$150,000.

Councilmember Henson then engaged in brief discussions with the presenters as well as with Council and staff. He generally indicated that he is a former concessionaire on our lake, and this is a very passionate subject for him. He knows a lot of work went into the city acquiring this grant, which represents a substantial amount of money that is essentially a donation that will help us build a park. This is pretty special, and he does believe there is a need for additional boat access to our lake, and - even though Dallas may not want it – the lake is a big draw for our city, and it does get a lot of recreational use. He is a big advocate for this grant related project; however, he does also have a lot of empathy for the neighboring residents and their passion and concerns.

Following some additional comments by Councilmembers Henson and the Mayor, Councilmember Jeffus shared some comments. She generally expressed great empathy for the concerns of the nearby residents; however, she was elected to represent all citizens of Rockwall and the city has put a lot of work into this grant and the associated plans. So she is going to have to support the project.

The mayor then called forth the next speaker.

Stephanie Folsom 1115 Bayshore Drive Rockwall, TX

Mrs. Folsom came forth and expressed great opposition to the proposed plans, sharing her belief that the forty additional trailer parking spaces will not be used other than for a few, limited holidays. She does not believe that this parking lot will be good for the city, especially given that it will replace a green space that is lakeside with concrete parking spaces. She believes this is bad for the community, and she is opposed to the project 'as is.'

Brandon M. West 1200 Bayshore Drive Rockwall, TX

Mr. West came forth and shared that he also is strongly opposed to this parking lot that he definitely agrees will not get utilized. He is, however, in favor of the alternative plans that have been suggested this evening

by the other speakers (his neighbors). He believes that the plans should be redone and money should be spent by the city to do so. He went on to point out that there will be annual maintenance expenses associated with the parking lot expansion, and the funding needed for that annual maintenance will not be something attainable by grant funding. He believes the annual maintenance will likely be somewhere between \$40,000 and \$70,000. He does not believe this project makes sense, and he is opposed to it.

Councilmember Campbell asked for and received clarification from Mr. Sales and the residents who presented regarding the proposed plan, especially pertaining to the area located right by the existing 7/11 convenience store. She commented that some of the suggestions, such as those related to accommodating those who park and want to visit the Heroes Memorial Park or utilize the parking lot for other reasons besides boat trailer parking, are potentially good suggestions.

Additional dialogue ensued between Councilmember Campbell, other councilmembers including Mayor Pro Tem Moeller and Councilmember Jeffus, and Parks Director, Mr. Sales.

Councilmembers generally gave direction to Mr. Sales to take some of the suggestions this evening, including the possibility of cutting the proposed grant-funded parking lot in half, and run those by TP&W and others to see what sort of possibilities may exist, including the possible associated costs. Then, Mr. Sales and/or Mrs. Smith are asked to report back to Council on the findings.

For now, Council took no formal action as a result of this agenda item and associated discussions.

Mayor McCallum called for a brief break and recessed the public meeting at 8:05 p.m. He reconvened the meeting at 8:10 p.m.

4. Discuss and consider a recommendation of denial from the city's Park Board related to a request from Josh Williams of Prestige Water Sports of Dallas for a concessions agreement to conduct charter trips and watercraft rental operations at The Harbor, and take any action necessary.

The mayor announced that the applicant has asked for this item to be delayed until the November 3rd city council meeting. No action was taken at this time.

5. Discuss and consider potential amendments to the City's health-related permit fee schedule, and take any action necessary.

Building Official, Jeffrey Widmer, indicated that Council had been informed during the recent budget process that staff would be looking into updating our city's fees. Staff has done so and has surveyed area cities to make sure that the fees that will be proposed to Council for consideration of adoption will (1) result in the city recouping its costs while (2) also not being exorbitant. City Manager, Mary Smith shared that before Council is able to take action on updating the fees, according to recent, updated state law, staff has to first inform the area restaurants and businesses of the proposed fee increases and give a 60 day notice of such before Council may consider a resolution to adopt the updated fees.

No action was taken at this time concerning this agenda item.

Discuss and consider approval of a resolution providing for the submission of names for Board of Director nominations for the appointment of two directors to serve a term of four years each on the Rockwall Central Appraisal District (RCAD) Board of Directors for the years 2026-2029, and take any action necessary.

Mayor McCallum explained that this item will be split into two, separate resolutions. He then moved to submit for nomination in one resolution the following individual: Richard Koepke. Councilmember Campbell seconded the motion, which passed by a vote of 7 ayes and 0 nays.

Mayor McCallum went on to share that a lot of discussion transpired in Executive Session. He explained that he would like to adopt a second resolution to submit for nomination to the RCAD Board of Directors the following individual: Rick Johnson. The mayor explained he does not like having a city council member, who – in part – is responsible for helping set our tax rate, sitting on the RCAD Board. He believes there is a lot of interconnectedness there, and he just does not like the optics of it. Further, two former mayors and two former city councilmen sit on the RCAD board, and he does not like that either. He then went on to make a motion to put forth a resolution nominating Rick Johnson. Following additional, brief comments by the mayor, Councilmember Jeffus seconded the motion.

Councilmember Thomas went on to provide comments about how he recently voted relative to adopting the tax rate and city budget, commenting – in part – that he sticks to his 7 core principles of conservativism, and he is not 'a political guy.' He supports our city staff, including our public safety employees. He commented that he is always welcoming of citizens calling him to ask questions about why he votes like he votes on items. He does not ever do anything that would benefit himself politically, and he has always served with integrity on any board on which he has served. He went on to say he does not like his integrity being questioned. He will, however, support how the Council votes tonight regarding this item, vowing it will not impact how he works with fellow councilmembers and explaining that this Council works very well together.

Councilmember Lewis shared that he does believe that the mayor made some good points in Executive Session. He knows Rick Johnson and believes he is a great guy; however, he will not be voting in favor of this motion and associated resolution because he does not believe that Councilmember Thomas ever acts in any way other than with integrity, that he is a quality individual, and that he is doing a great job on the RCAD Board. So, he is in favor of Thomas being submitted instead of Mr. Johnson.

Councilmember Campbell shared that she believes concerns are being brought up, without any cause, other than 'the optics.' She does not believe the concerns are valid at this point, sharing that she believes that Councilmember Thomas is an honorable person and has been doing an honorable job on the RCAD Board. She does not know Mr. Johnson, so this is not a vote against him. She is in favor of submitting Thomas instead.

The mayor shared that he does not believe that a councilmember that serves on a Council that sets the tax rate should also serve on a board of directors that oversees the entity that sets property valuations. He does not believe that an elected official should be serving in that capacity. It has nothing to do with Councilmember Thomas' integrity but rather with the inappropriateness of an elected councilmember serving on the RCAD Board. He went on to point out that the City of Rockwall is the only entity that has had an elected official of the city submitted as a nominee and/or serving on the RCAD Board.

Councilmember Moeller shared that he used to serve on the RCAD Board of Directors when he used to serve on the city's Planning & Zoning Commission. He went on to point out that RCAD board members do not set the valuation of any properties within the county. The RCAD Board does not set the valuation of anyone's property. That is done by the staff through processes that the State sets that are followed by those staff members.

The motion on the floor (to submit a resolution nominating Rick Johnson) failed by a vote of 3 ayes with 3 nays (Moeller, Campbell, Lewis) with Thomas abstaining.

Councilmember Lewis moved to adopt a resolution submitting Sedric Thomas as a nominee to the RCAD Board of Directors. Councilmember Campbell seconded the motion, which – after a brief comment by the mayor - passed by a vote of 4 ayes with 3 nays (Jeffus, McCallum and Henson).

7. **Z2025-052** - Discuss and consider the approval of an **ordinance** for a <u>Text Amendment</u> to Subsection 06.05, Southside Residential Neighborhood Overlay (SRO) District, of Article 05, District Development Standards, of the Unified Development Code (UDC) for the purpose of making changes to the boundary and development requirements of the Southside Residential Neighborhood Overlay (SRO) District, and take any action necessary (2nd Reading).

Mayor Pro Tem Moeller moved to approve Z2025-052. Councilmember Jeffus seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL ORDINANCE NO. 25-61

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING SUBSECTION 06.05, SOUTHSIDE RESIDENTIAL NEIGHBORHOOD OVERLAY (SRO) DISTRICT, OF ARTICLE 05, DISTRICT DEVELOPMENT STANDARDS, EXHIBITS 'A' THROUGH 'E' OF THIS ORDINANCE; 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 unanimously (7 ayes to 0 nays).

8. **Z2025-061** - Consider a request by the City of Rockwall for the approval of an **ordinance** for a **Zoning Change** from Multi-Family 14 (MF-14) District to a Single-Family 7 (SF-7) District for a 2.56-acre parcel of land identified as [1] Lot 1A, 2A, 1B, 2B & 1C and a portion of Lots 3 & 4, Block H, Sanger Addition, [2] Lots 1 & 2, Block A, M & M Johnson Addition, [3] Lots 1 & 2, Block A, Rios Buffington Addition, and [4] Lots 1 & 2, Block A, RHDC Addition, City of Rockwall, Rockwall County, Texas, zoned Multi-Family 14 (MF-14) District, situated within the Southside Residential Neighborhood Overlay (SRO) District, bounded by E. Ross Street, Davy Crockett, Peters Colony, and E. Bourn Street, and take any action necessary **(2nd Reading)**.

Councilmember Henson moved to approve Z2025-061. Mayor McCallum seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL ORDINANCE NO. 25-67

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A CHANGE IN ZONING FROM A MULTI-FAMILY 14 (MF-14) DISTRICT TO A SINGLE-FAMILY 7 (SF-7) DISTRICT FOR A 2.56-ACRE TRACT OF LAND IDENTIFIED AS [1] LOT 1A, 2A, 1B, 2B & 1C AND A PORTION OF LOTS 3 & 4, BLOCK H, SANGER ADDITION, [2] LOTS 1 & 2, BLOCK A, M & M JOHNSON ADDITION, [3] LOTS 1 & 2, BLOCK A, RIOS BUFFINGTON ADDITION, AND [4] LOTS 1 & 2, BLOCK A, RHDC ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING

FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

- XIII. 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

City Manager, Mary Smith shared that there is not much of an update to provide on the monthly roadway report because, since it's the end of the budget year, we are essentially out of money. City Engineer, Amy Williams then provided a brief roadway projects-related update. In part, Ms. Williams shared that in February of 2026, TXDOT will 'let' the SH-276 roadway project, which will result in them beginning construction a few months thereafter. Mrs. Smith briefly reminded Council of some upcoming events. Council took no action as a result of these brief comments.

XIV. Adjournment

Mayor McCallum adjourned the meeting at 8:18 p.m.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ON THIS $\underline{20^{th}}$ DAY OF OCTOBER, 2025.

ATTEST:	TIM McCALLUM, MAYOR
ATTEST:	
KRISTY TEAGUE. CITY SECRETARY	

CITY OF ROCKWALL

ORDINANCE NO. <u>25-68</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, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO PLANNED DEVELOPMENT DISTRICT 105 (PD-105) FOR SINGLE-FAMILY 1 (SF-1) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 105.285-ACRE TRACT OF LAND IDENTIFIED AS TRACT 4 OF THE J. R. MARRS SURVEY, ABSTRACT NO. 152, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A' AND DEPICTED HEREIN BY EXHIBIT 'B'; 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 SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from William Andrew Solomon of KRE 15, LLC for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single-Family 1 (SF-1) District land uses on a 105.285-acre tract of land identified as Tract 4 of the J. R. Marrs Survey, Abstract No. 152, City of Rockwall, Rockwall County, Texas, more fully described in *Exhibit 'A'* and depicted in *Exhibit 'B'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that the Unified Development Code [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 *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 2. That development of the *Subject Property* shall generally be in accordance with the *Concept Plan*, depicted 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 3. That development of the *Subject Property* shall generally be in accordance with the *Density and Development Standards*, outlined in *Exhibit 'D'* of this ordinance, attached hereto and incorporated herein by reference as *Exhibit 'D'*, which is deemed hereby to be a condition of approval of the amended zoning classification for the *Subject Property*;

SECTION 4. That a *Master Parks and Open Space Plan* for the *Subject Property*, prepared in accordance with this ordinance and consistent with the *Planned Development Concept Plan* described in *Exhibit 'B'* of this ordinance, shall be considered for approval by the City Council following recommendation of the Parks and Recreation Board.

SECTION 5. That development of the *Subject Property* shall be in conformance with the schedule listed below (except as set forth below with regard to simultaneous processing and approvals).

- (a) The procedures set forth in the City's subdivision regulations on the date this ordinance is approved by the City, as amended by this ordinance [including Subsections 5(b) through 5(g) below], shall be the exclusive procedures applicable to the subdivision and platting of the Subject Property.
- (b) The following plans and plats shall be required in the order listed below (except as set forth below with regard to simultaneous processing and approvals). The City Council shall act on an application for a Master Parks and Open Space Plan in accordance with the time period specified in Section 212.009 of the Texas Local Government Code.
 - (1) Master Parks and Open Space Plan
 - (2) Master Plat
 - (3) Preliminary Plat
 - (4) PD Site Plan
 - (5) Final Plat
- (c) <u>Master Parks and Open Space Plan</u>. A <u>Master Parks and Open Space Plan</u> for the <u>Subject Property</u>, as depicted in <u>Exhibit</u> 'B' of this ordinance, prepared in accordance with this ordinance, shall be considered for approval by the City Council following recommendation of the Parks and Recreation Board.
- (d) <u>Master Plat</u>. A <u>Master Plat</u> for the <u>Subject Property</u>, as depicted in <u>Exhibit</u> 'B' of this ordinance, shall be submitted and shall identify the proposed timing of each phase of the proposed development. A <u>Master Plat</u> application may be processed by the City concurrently with a <u>Master Parks and Open Space Plan</u> application for the development.
- (e) <u>Preliminary Plat.</u> A <u>Preliminary Plat</u> for each phase of the <u>Subject Property</u>, as depicted in <u>Exhibit</u> 'B' of this ordinance, shall be submitted in accordance with the phasing plan established by the <u>Master Plat</u> and shall include a <u>Treescape Plan</u> for the phase being <u>Preliminary Platted</u>. A <u>Preliminary Plat</u> application may be processed by the City concurrently with a <u>Master Plat</u> and a <u>Master Parks and Open Space Plan</u> application for the development.
- (f) PD Site Plan. A PD Site Plan for each phase of the development of the Subject Property, as depicted in Exhibit 'B' of this ordinance, shall be submitted and shall identify all site/landscape/hardscape plan(s) for all open space, neighborhood parks, trail systems, street buffers and entry features. A PD Site Plan application may be processed by the City concurrently with a Final Plat application for the development.
- (g) <u>Final Plat</u>. Prior to the issuance of any building permits, a *Final Plat*, conforming to the *Preliminary Plat*, shall be submitted for approval.

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, 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 or 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 (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 20th DAY OF OCTOBER, 2025.

ATTEST:	Tim McCallum, Mayor	
Kristy Teague, City Secretary		
APPROVED AS TO FORM:		
Frank J. Garza, City Attorney		
1 st Reading: October 6, 2025		

2nd Reading: October 20, 2025

Exhibit 'A': Legal Description

Being a 105.285-acre tract of land situated in the Jeremiah R. Marrs Survey, Abstract No. 152, City of Royse City, Rockwall County, Texas, being all of a tract of land conveyed to Zollner-Brooks Family, LP, a Texas limited partnership, by Warranty Deed Without Title Examination, recorded in Document No. 2011-00448588 and Document No. 2011-00448587, of the Official Public Records of Rockwall County, Texas (O.P.R.R.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "TxDOT" (controlling monument (CM)) found on the northeasterly corner of said Zollner tract, being on the southerly right-of-way line of State Highway 276 (a variable width right-of-way) and being on the westerly line of a tract of land conveyed to LA-DF Investment Fund 9, LLC, by Special Warranty Deed, recorded in Volume 1283, Page 238, O.P.R.R.C.T.;

THENCE South 01 degrees 12 minutes 50 seconds East, along the common easterly line of said Zollner tract and the westerly line said LA-DF tract, a distance of 2,466.10 feet to a 1/2 inch iron rod (CM) found on the common southeasterly corner of said Zollner tract and the southwesterly corner of said LA-DF Investment tract, said iron rod also being on the northerly line of Lot 7, of Westview Addition, No. 3, an addition to the City of Royse City, Rockwall County, Texas, according to the plat thereof recorded in Cabinet F, Slide 321, O.P.R.R.C.T.;

THENCE South 89 degrees 16 minutes 10 seconds West, along the common southerly line of said Zollner tract, the northerly line of said Lot 7, Westview Addition, No. 3 plat, the northerly line of Lots 20–22, of Westview Addition, an addition to the City of Royse City, Rockwall County, Texas, according to the plat thereof recorded in Cabinet F, Slide 48, O.P.R.R.C.T. and the northerly line of Lot 15, of Westview Addition, Phase Two, an addition to the City of Royse City, Rockwall County, Texas, according to the plat thereof recorded in Cabinet F, Slide 59, O.P.R.R.C.T., a distance of 1,865.89 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set on the common southwesterly corner of said Zollner tract, and the northwesterly corner of said Lot 15, said iron rod set also being on the easterly line of a tract of land conveyed to Rickey Edmond Kennedy and wife, Sandra Ann Kennedy, by Warranty Deed With Vendor's Lien, recorded in Volume 147, Page 803, O.P.R.R.C.T.;

THENCE North 00 degrees 58 minutes 51 Seconds West, along the common westerly line of said Zollner tract, and the easterly line of said the Kennedy tract, the easterly line of a tract of land conveyed to Kerry C. Glover and Joann Glover, by General Warranty Deed, recorded in Document No. 20210000022531, O.P.R.R.C.T. and the easterly line of a tract of land conveyed to Terry Hashert d/b/a Southwest Car Care, by Warranty Deed With Vendor's Lien, recorded in Document No. 2007-00387668, O.P.R.R.C.T., a distance of 2,448.51 feet to a 5/8-inch iron rod with cap stamped "TxDOT" (CM) found for corner;

THENCE departing said Terry Hashert tract and along the common northerly line of said Zollner tract and the southerly right-of-way line of said State Highway 276 the following three (3) calls:

- (1) North 89 degrees 27 minutes 03 seconds East, a distance of 373.60 feet to a point for corner from which a 5/8-inch iron rod found bears at North 35 degrees 59 minutes 02 seconds East 0.31';
- (2) North 44 degrees 59 minutes 51 seconds East, a distance of 35.11 feet to a 5/8-inch iron rod with cap stamped "TxDOT" (CM);
- (3) North 89 degrees 29 minutes 51 seconds East, a distance of 1,457.05 feet to the **POINT OF BEGINNING** and containing 105.285 acres of land (4,586,232 square feet), more or less.

Exhibit 'B': Concept Plan

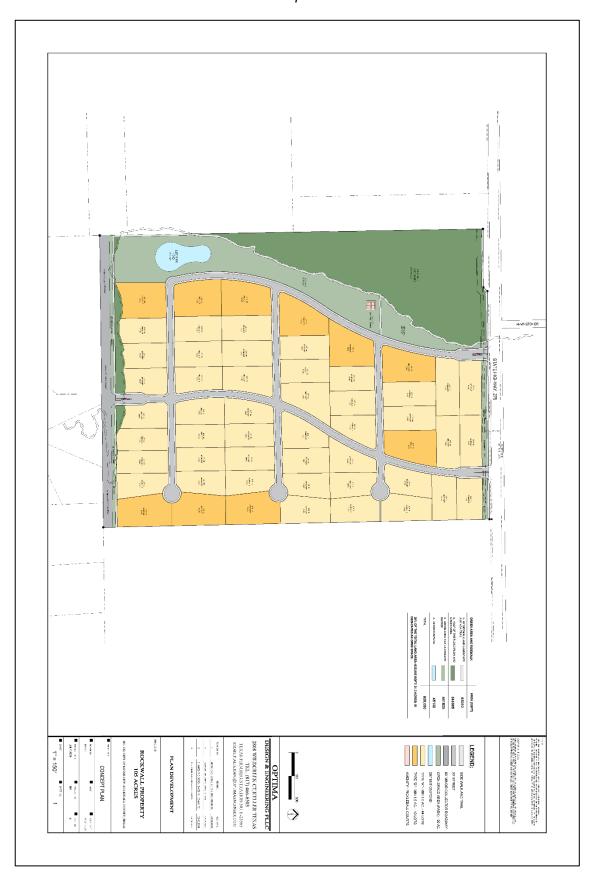


Exhibit 'C': Trail Plan

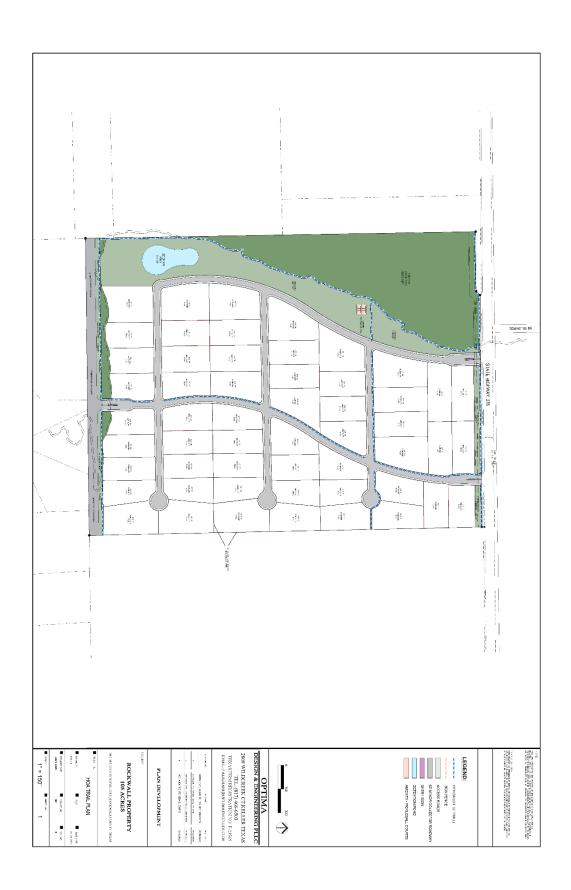


Exhibit 'D':

Density and Development Standards

- (1) <u>Permitted Uses.</u> Unless specifically provided by this Planned Development District ordinance, only those uses permitted within the Single Family 1 (SF-1) District, as stipulated by the *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the Unified Development Code (UDC), are allowed on the *Subject Property*.
- (2) <u>Lot Composition and Layout</u>. The lot layout and composition shall generally conform to the Concept Plan depicted in Exhibit 'B' and stated in Table 1, which is as follows:

TABLE 1: LOT COMPOSITION

Lot Type	Minimum Lot Size (F	T) Minimum Lot Size (SF)	Dwelling Units (#)	Dwelling Units (%)
Α	100' x 200'	43,560 SF	44	81.48%
В	150' x 250'	63,340 SF	10	18.52%
	ı	Maximum Permitted Units:	54	100.00%

(3) <u>Density and Dimensional Requirements</u>. Unless specifically provided by this Planned Development District ordinance, the development standards stipulated by the Single Family 1 (SF-1) District, as specified by Article 05, *District Development Standards*, of the Unified Development Code (UDC) are applicable to all development on the *Subject Property*. The maximum permissible density for the *Subject Property* shall not exceed <u>0.513</u> dwelling units per gross acre of land; however, in no case should the proposed development exceed <u>54</u> units. All lots shall conform to the standards depicted in *Table 2*, which are as follows:

TABLE 2: LOT DIMENSIONAL REQUIREMENTS

Lot Type (see Concept Plan) ▶	Α	В
Minimum Lot Width (1)	100'	150'
Minimum Lot Depth	200'	250'
Minimum Lot Area	43,560 SF	63,340 SF
Minimum Front Yard Setback (2) & (5)	30'	30'
Minimum Side Yard Setback	10'	10'
Minimum Side Yard Setback Adjacent to a Street (2), (5), & (6)	15'	20'
Minimum Rear Yard Setback (4)	10'	10'
Minimum Rear Yard Setback Adjacent to a Street (4)	20'	20'
Minimum Length of Driveway Pavement	30'	30'
Maximum Height ⁽³⁾	36'	36'
Minimum Area/Dwelling Unit (SF) (7)	3,000 SF	3,250 SF
Maximum Lot Coverage	40%	40%
Minimum Garage Parking Spaces	3	3

General Notes:

- 1: Lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may have the front lot width reduced by 20% as measured at the front property line and the rear lot width reduced provided that the lot width will be met at the Front Yard and Rear Yard Building Setback. Additionally, the lot depth on lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may be reduced by up to ten (10) percent, but shall meet the minimum lot size for each lot type referenced in Table 1.
- 2: The location of the Front Yard Building Setback as measured from the front property line.
- 3: The Maximum Height shall be measured to the eave or top plate (whichever is greater) of the single-family home
- 4: The location of the Rear Yard Building Setback as measured from the rear property line.
- ⁵: Sunrooms, porches, stoops, bay windows, balconies, masonry clad chimneys, eaves and similar architectural features may encroach beyond the *Front Yard Building Setback* by up to ten (10) feet for any property; however, the encroachment shall not exceed five (5) feet on *Side Yard Setbacks*. A sunroom is an enclosed room no more than 15-feet in width that has glass on at least 50% of each of the encroaching faces.
- 6: All *Corner Lots* that back to a lot that fronts onto the same street that the *Corner Lot* sides to (*i.e. a Keystone Lot*), shall have a side setback that is equal to the front setback of the fronting lot. In addition, no solid fence shall be situated within this setback.
- 7: Air-Conditioned Space.

Exhibit 'D':

Density and Development Standards

- (4) Building Standards. All development shall adhere to the following building standards:
 - (a) <u>Masonry Requirement</u>. The minimum masonry requirement for the exterior façade of all buildings shall be 100.00% (excluding dormers and walls over roof areas). For the purposes of this ordinance, the masonry requirement shall be limited to full width brick, natural stone, and cast stone. Cementitious fiberboard (e.g. HardiBoard or Hardy Plank) in a horizontal lap-siding, board-and-batten siding, or a decorative pattern (see examples below) may be used for up to 80.00% of the masonry requirement; however, administrative approval from the Director of Planning and Zoning may be requested for housing plans that utilize cementitious fiberboard in excess of 80.00% of the masonry requirement on a case-by-case basis.

FIGURE 1: EXAMPLES OF CEMENTITIOUS FIBERBOARD





FIGURE 2: EXAMPLES OF BOARD AND BATTEN





FIGURE 3: EXAMPLES OF BRICK





Exhibit 'D':Density and Development Standards

FIGURE 4: EXAMPLES OF HORIZONTAL LAP





- (b) <u>Roof Pitch</u>. A minimum of an 8:12 roof pitch is required on all structures with the exception of dormers, sunrooms and porches, which shall have a minimum of a 4:12 roof pitch.
- (c) <u>Garage Orientation and Garage Doors</u>. This development shall adhere to the following garage design and orientation requirements:
 - (1) All lots as depicted in *Exhibit 'B'* may be oriented in a swing (*i.e. traditional swing or j-swing*), side entry, or recessed front entry garage configurations as defined in Article 13, *Definitions*, of the Unified Development Code (UDC). In a swing garage configuration, a second (*single or double*) garage door facing the street is permitted if it is behind the width of the double garage door in the swing configuration. Side entry garage configurations shall require a minimum driveway width of 20-feet.
 - (2) All garage configurations not conforming to the aforementioned garage configurations shall meet the requirements stipulated by Article 06, *Parking and Loading*, of the Unified Development Code (UDC). In addition, all garage configurations shall have upgraded finishes that consist of the following architectural elements: [1] coach lighting, [2] decorative wood doors or wood overlays on insulated metal doors, [3] include two (2) of the upgraded or enhanced finishes from *Figured 6 & 7* below, and [4] driveways that are constructed with ornamental stamped concrete brick pavers, stained finished, or salt finished. [see *Figures 5 7 for examples of the aforementioned garage and driveway features*].

Exhibit 'D':Density and Development Standards

FIGURE 5. EXAMPLE OF COACH LIGHTING



FIGURE 6: EXAMPLES OF UPGRADED OR ENHANCED FINISHES









DIVIDED BAYS

CARRIAGE HARDWARE

CEDAR CLADDING

ORNAMENTAL PAVING

FIGURE 7: EXAMPLES OF UPGRADED GARAGES



Z2025-059 Zoning Change from AG to PD Ordinance No. 25-68; PD-105

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Exhibit 'D':

Density and Development Standards

(5) <u>Anti-Monotony Restrictions</u>. The development shall adhere to the Anti-Monotony Matrix depicted in *Table 3* below (for minimum spacing requirements for the same or similar homes see Figures 8 & 9 below); however, only one (1) home per 25 homes may utilize the same or a similar building elevation that does <u>not</u> meet the requirements of Subsection (5)(b) below.

TABLE 3: ANTI-MONOTONY MATRIX

Lot Type	Minimum Lot Size	Elevation Features
Α	100' x 200'	(1), (2), (3), (4), (5)
В	150' x 250'	(1), (2), (3), (4), (5)

- (a) Identical brick blends or paint colors may not occur on adjacent (*side-by-side*) properties along any block face without at least five (5) intervening homes of differing materials on the same side of the street beginning with the adjacent property and six (6) intervening homes of differing materials on the opposite side of the street.
- (b) Front building elevations shall not repeat along any block face without at least five (5) intervening homes of differing appearance on the same side of the street and six (6) intervening homes of differing appearance on the opposite side of the street. The rear elevation of homes backing to open spaces or roadways shall not repeat without at least five (5) intervening homes of differing appearance. Homes are considered to have a differing appearance if any of the following four (4) items deviate:
 - (1) Number of Stories
 - (2) Permitted Encroachment Type and Layout
 - (3) Roof Type and Layout
 - (4) Articulation of the Front Façade
 - (5) Garage Orientation
- (c) Permitted encroachment (*i.e.* porches and sunroom) elevations shall not repeat or be the same along any block face without at least five (5) intervening homes of sufficient dissimilarity on the same side of the street beginning with the home adjacent to the subject property and six (6) intervening homes beginning with the home on the opposite side of the street.
- (d) Each phase of the subdivision will allow for a maximum of four (4) compatible roof colors, and all roof shingles shall be an architectural or dimensional shingle (3-Tab Roofing Shingles are prohibited).

<u>FIGURE 8</u>: PROPERTIES LINE UP ON THE OPPOSITE SIDE OF THE STREET. WHERE RED IS THE SUBJECT PROPERTY.

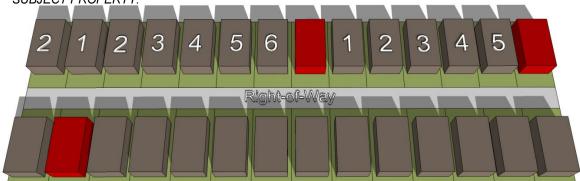
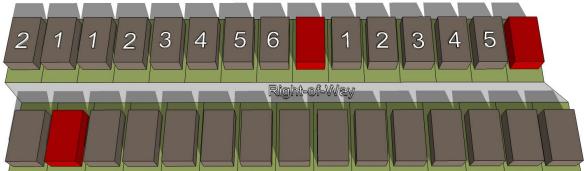


Exhibit 'D':Density and Development Standards

<u>FIGURE 9</u>: PROPERTIES DO NOT LINE UP ON OPPOSITE SIDE OF THE STREET. WHERE RED IS THE SUBJECT PROPERTY.



- (6) <u>Fencing Standards</u>. All individual residential fencing and walls shall be architecturally compatible with the design, materials and colors of the primary structure on the same lot, adhere to the *Concept Plan* depicted in *Exhibit 'B'*, and meet the following standards:
 - (a) Front Yard Fences. Front yard fences shall be prohibited.
 - (b) <u>Wrought Iron/Tubular Steel</u>. All lots shall be required to install a wrought iron or tubular steel fence as depicted in the *Concept Plan* in *Exhibit 'B'* of this ordinance. Wrought iron/tubular steel fences shall be six (6) feet in height. In addition, lots located along the perimeter of roadways (i.e. SH-276 or a roadway larger than a Residential Street) shall provide masonry columns evenly spaced along the side and/or rear property line with columns not exceeding 45-foot centers -- that begin at the rear of the property line.
 - (c) <u>Corner Lots</u>. Corner lot fences (*i.e.* adjacent to the street) shall provide masonry columns evenly spaced along the side and/or rear property line with columns not exceeding 45-foot centers -- that begin at the rear of the property line. A six (6) foot wrought iron fence shall be required between the masonry columns along the side and/or rear lot adjacent to a street. The property owner shall be required to maintain both sides of the fence.
 - (d) <u>Fence in Easements</u>. No fencing shall be constructed in or across a franchise utility or the City of Rockwall's easements.
- (7) Landscape and Hardscape Standards.
 - (a) <u>Landscape</u>. Landscaping shall be reviewed and approved with the *PD Site Plan*. All *Canopy/Shade Trees* planted within this development shall be a minimum of four (4) caliper inches in size, all *Accent/Ornamental/Under-Story Trees* shall be a minimum of four (4) feet in total height, and all shrubs shall be a minimum of five (5) gallons.
 - (1) <u>Landscape Buffer Adjacent to SH-276</u>. A minimum of a 70-foot landscape buffer shall be provided along SH-276 (*outside of and beyond any required right-of-way dedication*), and shall incorporate ground cover, an undulating *built-up* berm, and shrubbery along the entire length of the frontage. Berms shall have a minimum height of 48-inches each. In addition, three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage. A meandering eight (8) foot trail shall be constructed within the 70-foot landscape buffer. All residential lots backing to SH-276 shall also incorporate an additional row of evergreen shrubs adjacent to the wrought-iron fencing along the rear property lines in the landscape buffer.

Exhibit 'D':

Density and Development Standards

- (2) <u>Landscape Buffer Adjacent to Minor Collectors</u>. A minimum of a 30-foot landscape buffer shall be provided along SH-276 (outside of and beyond any required right-of-way dedication), and shall incorporate ground cover, an undulating built-up berm, and shrubbery along the entire length of the frontage. Berms shall have a minimum height of 48-inches each. In addition, three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage. An eight (8) foot trail shall be constructed within the 30-foot landscape buffer. All residential lots backing to a *Minor Collector* shall also incorporate an additional row of evergreen shrubs adjacent to the wrought-iron fencing along the rear property lines in the landscape buffer.
- (3) <u>Landscape Buffer Adjacent to Amenity Center</u>. A minimum of a ten (10) foot landscape buffer shall be provided along the roadway adjacent to the amenity center. This landscape buffer shall incorporate ground cover and shrubbery along the entire length of the adjacent street frontage. In addition, one (1) canopy tree and one (1) accent tree shall be planted per 50-linear feet.
- (b) <u>Street Trees</u>. The Homeowner's Association (HOA) shall be responsible for the maintenance of all street trees and will be required to maintain a minimum of 14-feet vertical clearance height for any trees overhanging a public right-of-way. Street trees shall be planted a minimum of five (5) feet from public water, sanitary sewer and storm lines that are less than ten (10) inches in size, and ten (10) feet from public water, sanitary sewer, and storm lines that are ten (10) inches and greater. In addition, no street trees shall be allowed to be located within public right-of-way. All street trees shall be reviewed with the *PD Site Plan*.
- (c) <u>Residential Lot Landscaping</u>. Prior to the issuance of a Certificate of Occupancy (CO), any residential lots depicted on *Exhibit 'B'* shall be landscaped with a minimum of two (2), four (4) inch caliper canopy trees (as measured per Article 08, Landscape and Fence Standards, of the Unified Development Code [UDC]) within the front yard. In addition, corner lots shall be required to add a minimum of two (2), four (4) inch caliper canopy trees (as measured per Article 08, Landscape and Fence Standards, of the Unified Development Code [UDC]) within the side yard facing the street.
- (d) <u>Irrigation Requirements</u>. Irrigation shall be installed for all required landscaping located within detention areas, common areas, landscape buffers and/or open space. Irrigation installed in these areas shall be designed by a Texas licensed irrigator or landscape architect and shall be maintained by the Homeowner's Association (HOA).
- (e) <u>Hardscape</u>. Hardscape plans indicating the location of all sidewalks and trails shall be reviewed and approved with the *PD Site Plan*.
- (8) <u>Streets</u>. All streets (excluding drives, fire lanes and private parking areas) shall be built according to City street standards.
- (9) <u>Lighting</u>. Light poles shall not exceed 20-feet in total height (*i.e. base and lighting standard*). All fixtures shall be directed downward and be positioned to contain all light within the development area.
- (10) <u>Sidewalks</u>. All sidewalks adjacent to a street shall be a maximum of two (2) feet inside the right-of-way line and be five (5) feet in overall width; however, trails adjacent to residential

Exhibit 'D':

Density and Development Standards

lots -- as depicted in Exhibit 'C' of this ordinance -- shall be eight (8) feet in width and shall be permitted to extend up to two (2) feet outside the right-of-way, inside the residential lot, in a pedestrian access easement.

- (11) <u>Buried Utilities</u>. New distribution power-lines required to serve the <u>Subject Property</u> and the existing power-lines adjacent to SH-276 shall be placed underground, whether such lines are located internally or along the perimeter of the <u>Subject Property</u>, unless otherwise authorized by the City Council. Temporary power-lines constructed across undeveloped portions of the <u>Subject Property</u> to facilitate development phasing and looping may be allowed above ground, but shall not be considered existing lines at the time the area is developed, and if they are to become permanent facilities, such lines shall be placed underground pursuant to this paragraph. Franchise utilities shall be placed within a ten (10) foot public utility easement behind the sidewalk, between the home and the property line.
- (12) <u>On-Site Sewage Facilities</u>. Septic Systems are permitted pending conformance to the following standards:
 - (a) All Septic Systems shall be designed by a licensed On-Site Sewage Facility (OSSF) professional (e.g. licensed engineer, sanitarian, etcetera).
 - (b) A stamped and signed copy of the *Septic System* plans indicating the full limits of the septic field shall be submitted to the city at the time of building permit on a *lot-by-lot* basis.
 - (c) All Septic Systems shall be inspected and approved by the City's chosen inspector.
- (13) Open Space. The development shall consist of a minimum of 20.00% open space (or a minimum of 21.057 acres -- as calculated by the formula stipulated in the Comprehensive Plan), and generally conform to the Concept Plan contained in Exhibit 'B' of this ordinance. All open space areas (including landscape buffers) shall be included in the open space calculation, and maintained by the Homeowner's Association (HOA).
- (14) <u>Trails</u>. A minimum of an eight (8) foot concrete trail system shall be constructed generally in the same location as the trail system depicted in *Exhibit 'C'* of this ordinance.
- (15) <u>Amenities</u>. Amenities shall be constructed in generally the same area as depicted in *Exhibit* 'C' of this ordinance. In addition, the proposed amenity -- as depicted in *Exhibit* 'C' of this ordinance -- shall include at a minimum two (2) covered pickleball courts that generally conform to *Figure 10*. All amenities provided with this development shall be maintained by the Homeowner's Association (HOA). The final design and layout of the proposed amenities shall be approved with the *PD Site Plan*.

Continued on Next Page ...

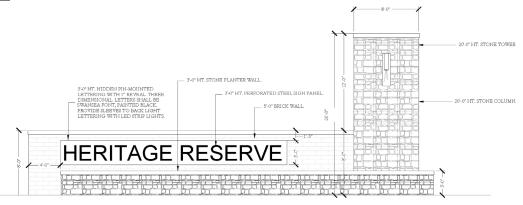
Exhibit 'D':Density and Development Standards

FIGURE 10: RENDERING OF THE PROPOSED COVERED PICKLEBALL COURTS.



(16) <u>Neighborhood Signage and Enhancements</u>. Permanent subdivision identification signage shall be required at all major entry points for the proposed subdivision. Final design and location of any entry features shall be reviewed and approved with the *PD Site Plan*; however, the signage shall generally conform to *Figure 11* below. The developer shall provide enhanced landscaping areas at all entry points to the *Subject Property*. The final design of these areas shall be provided on the *PD Site Plan*.

FIGURE 11: THE PROPOSED SUBDIVISION SIGNAGE.



- (17) <u>Homeowner's Association (HOA)</u>. A Homeowner's Association (HOA) shall be created to enforce the restrictions established in accordance with the requirements of *Section 38-15* of the *Subdivision Regulations* contained within the Municipal Code of Ordinances of the City of Rockwall. The HOA shall also maintain all private neighborhood parks, trails, open space and common areas (*including drainage facilities*), floodplain areas, irrigation, landscaping, screening fences, parallel parking and neighborhood signage associated with this development. These areas are required to be delineated on the *PD Site Plan*.
- (18) <u>Variances</u>. The variance procedures and standards for approval that are set forth in the Unified Development Code (UDC) shall apply to any application for variances to this ordinance.



MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: October 16, 2025

SUBJECT: Local Alcohol Fees REMOVAL in response to SB 1008

The recent passage of SB 1008 impacts the City's permit fee structure, in part, removing a city's ability to continue charging and collecting fees associated with issuance of local alcohol beverage permits. This change went into effect on Sept. 1, 2025, and at that time, staff begun no longer assessing and collecting the local fees.

In order to further comply with that recent change in state law, staff has drafted for Council's consideration an ordinance that amends that particular section of the city's Code of Ordinances in order to remove language that spoke to the required local fees and also provides some minor, additional language to clarify local-permit related requirements (i.e. must be physically displayed alongside State-issued permit at the physical business location). To be clear, a local application must still be reviewed and approved by the City, and the City Secretary will still be issuing local permits; however, the city is no longer allowed to assess and collect fees associated with local alcohol beverage permits.

This ordinance will be on the Consent Agenda on the Monday, Oct. 20, 2025 meeting agenda for Council's consideration of approval. In addition, the city attorney has reviewed the draft ordinance, and staff is happy to help answer any questions Council may have.

Resolution No. 25-??

City of Rockwall

Schedule of Permit, Health and Misc. Fees

Health Related Fees

1. Banners \$ 50.00

2. Child Care Facility \$ 200.00 \$300

3. Concession Stands \$ 100.00

4. Plan Review \$ 150.00

Food service establishments, childcare

facilities, public pools/spas

6. Food Service Permits

a. Food Service Establishment	\$ 350.00 <u>\$450</u>		
b. Grocery Store (Multiple Departments)	\$773.00		
c. Temporary Food Service	\$ 50.00		
d Socianal Food Sarvina Darmit	¢ 00 00 Nonnr		

d. Seasonal Food Service Permit \$ 90.00 Nonprofit agencies are exempt \$ 50.00 Nonprofit agencies are exempt \$ 50.00 Nonprofit agencies are exempt

f. Mobile Food Trucks \$300.00 g. Ice Cream/Cold Mobile Food Trucks \$200.00

7. Late Permit Fee \$ 30.00

8. Public Pools and Spas

a. Operator Permits	\$ 225.00
b. Additional pools (fee for each)	\$ 225.00
c. Free Standing Spa	\$ 25.00
d. Temporary Closure Fee	\$ 50.00

9. Inspection Fees

Re-inspection \$50.00

Initial follow-up inspection at no cost, however if a second re-inspection is required the fee will be assessed

10. Registrations

a. Certified Pool Operator	\$ 10.00 Expires with state license
b. Child Care Facility Worker	\$ 10.00 Required every two years
c. Food Service Manager	\$ 30.00 Expires with state license

11. Special Event Permit \$ 60.00 Nonprofit agencies are exempt

CITY OF ROCKWALL

ORDINANCE NO. 25-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS AMENDING THE CODE OF ORDINANCES IN CHAPTER 4. ALCOHOLIC BEVERAGES; ARTICLE II. PERMITS TO REMOVE THE "REQUIRED BIENNIAL FEE" AND TO CALL FOR THE LOCALLY-ISSUED ALCOHOL BEVERAGE PERMIT TO BE PHYSICALLY DISPLAYED ALONGSIDE THE STATE-ISSUED PERMIT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the 89th Texas Legislative Session, Senate Bill 1008 was passed and became effective September 1, 2025, which requires the City to stop collecting local food and local alcohol fees from a single business under certain conditions; and

WHEREAS, for the purposes of compliance with new provisions provided for within said legislation, the City Council has determined that certain amendments are needed in Chapter 4 of to the Municipal Code of Ordinances.

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

Section 1. Findings of Fact. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. <u>Amendments.</u> Chapter 4, Article II. "Permits" is heretofore amended and shall hereafter read as follows:

Sec. 4-23. Required; biennial fee required local permit and expiration of local permit.

- (a) It shall be unlawful for any person to manufacture, distill, brew, import, transport, store for purposes of sale, distribute or sell any beer, wine or other alcoholic beverage within the city without having first paid a biennial city fee equal to one-half of the state fee (not including the state surcharge) required by the Texas Alcoholic Beverage Commission (TABC) of every person that may be applied for and been issued any both a State permit or license by the Texas Alcoholic Beverage Commission (TABC) as well as a City of Rockwall alcohol beverage permit for renew such permit or license by the state for the manufacture, distilling, brewing, importing, transporting, storing, distributing, or sale of any beer or wine within the city's corporate limits. The city will charge one half of the amount of the state's fee for each permit as the local permit fee.
- (b) The fee contained in subsection (a) of this section shall be paid to local alcohol permit will be issued by the city secretary biennially, except that the city shall not assess a local permit fee for a mixed beverage permit during the three-year period following the state's issuance of said permit. The city secretary shall issue a receipt for the permit fee(s) and keep a record of the same in the city secretary's office in accordance with state prescribed local record retention schedules. Any and all applicable local fees shall be paid to the city secretary biennially with the local permit expiring with said local permit expiring on the

same date that coincides with the State-issued license or permit. Said locally-issued permit shall be required to be displayed at the business' physical location, alongside TABC's state-issued license or permit. one day before the expiration date of the permit holder's state TABC license. All fees are nonrefundable.

Section 3. Remaining Provisions Unchanged. The remainder of the existing Article II, "Permits," shall remain unchanged and shall remain in full force and effect, save and except as amended by this Ordinance

Section 4. <u>Effective Date.</u> This Ordinance shall take effect immediately from and after its passage, and it is so ordained.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 3rd DAY OF NOVEMBER, 2025.

ATTEOT	Tim McCallum, Mayor
ATTEST:	
Kristy Teague, City Secretary	
APPROVED AS TO FORM:	
Frank J. Garza, City Attorney	
1 st Reading: October 20, 2025	

2nd Reading: November 3, 2025



MEMORANDUM

TO: Mary Smith, City Manager

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

DATE: October 20, 2025

SUBJECT: FM 549 Temporary Speed Limit Reduction

Staff received a request from the Texas Department of Transportation (TXDOT) Area Office, requesting the City adopt a temporary reduction of the speed limit along Farm to Market 549 (FM 549) from MP (mile point) 9.596 to MP 11.866 (from SH 276 south approximately 2.27 miles to SH 205). TXDOT is concerned with safety during the FM 549 construction. The anticipated let date for the construction is February 2026 and the estimated construction time is 31 months.

TXDOT has requested the speed be temporarily reduced from 55 miles per hour (mph) to 45 mph during the construction of FM 549 from SH 276 south to SH 205. Once the project construction is complete, the speed limit will revert back to 55 mph.

Staff requests the City Council consider adoption of the attached ordinance for the temporary reduction of the current 55 mph speed limit along FM 549 to 45 mph during construction and take any action necessary.

CITY OF ROCKWALL

ORDINANCE NO. 25-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON FARM TO MARKET NO. 549 OR PARTS THEREOF, WITHIN THE INCORPORATE LIMITS OF THE CITY OF ROCKWALL, TEXAS, AS SET OUT IN THIS ORDINANCE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200.00 FOR THE VOILATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration that width and condition of the pavement and other circumstances such portion of said street or highway, as well as the traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

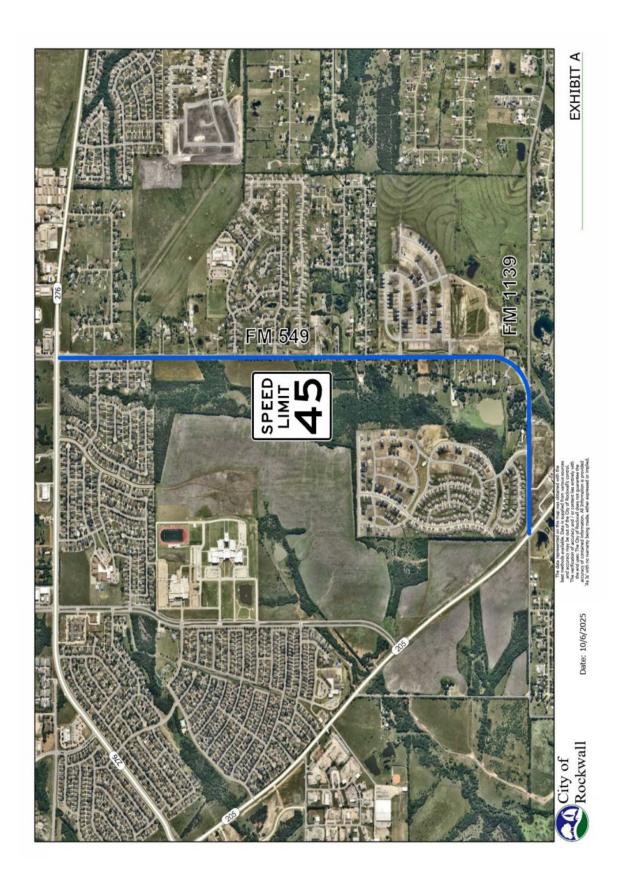
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS THAT:

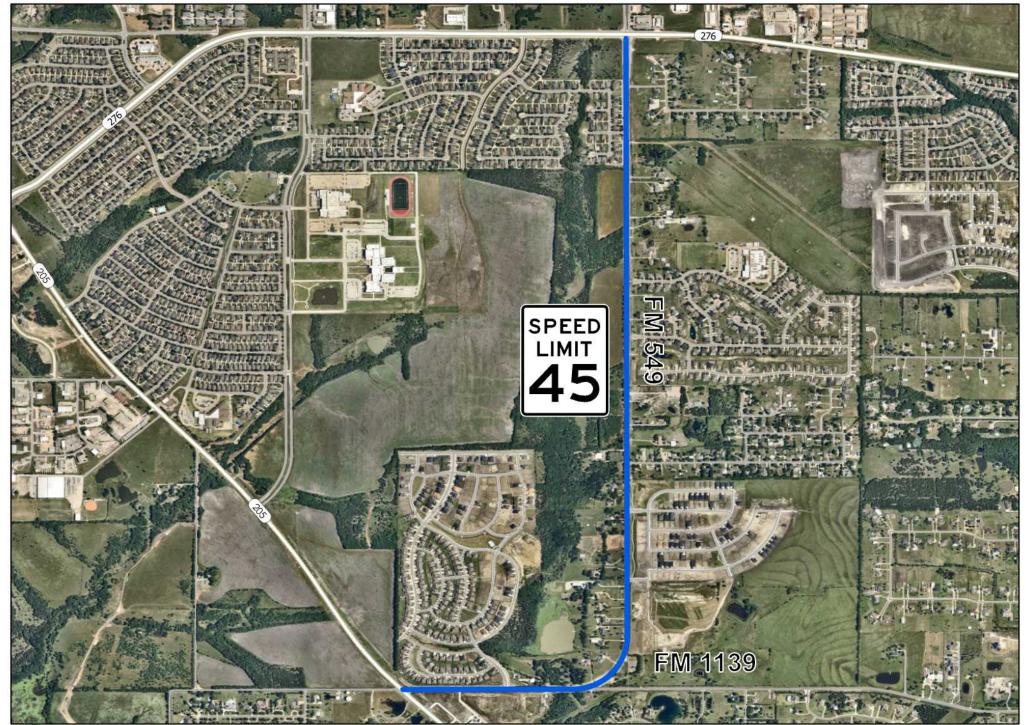
- **SECTION 1.** Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Transportation Code, Section 545.356, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and
- **SECTION 2.** Such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described within this ordinance; and
- **SECTION 3.** That from and after the date of the passage of this speed zone ordinance, no motor vehicle shall be operated along and upon Farm to Market No. 549 within the corporate limits of the City of Rockwall in excess of speeds now set forth in Exhibit "A" of this ordinance until the completion and/or acceptance of the project shall make this ordinance null and void. At such time, the speed limit shall revert to the originally posted prima facie speed limit.
- **SECTION 4.** The Mayor of Rockwall or their designee is hereby authorized to cause to be erected, appropriated signs indicating such speed zones; and
- **SECTION 5.** Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed Two Hundred Dollars (\$200.00).
- **SECTION 6.** 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 $3^{\rm rd}$ DAY OF November, 2025.

	Tim McCallum, <i>Mayor</i>
ATTEST:	
Kristy Teague, City Secretary	
APPROVED AS TO FORM:	
	<u> </u>
Frank J. Garza, <i>City Attorney</i>	
1st Reading: October 20, 2025	

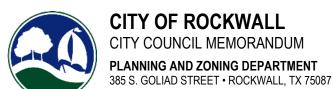
2nd Reading: *November 3, 2025*







Date: 10/6/2025



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

TO: Mayor and City Council

DATE: October 20, 2025 **APPLICANT:** Dean & Tina Sweat

CASE NUMBER: P2025-032; Final Plat for Lots 1 & 2, Block A, Sweat Addition

SUMMARY

Consider a request by Dean & Tina Sweat for the approval of a *Final Plat* for Lots 1 & 2, Block A, Sweat Addition for an 8.67-acre tract of land identified as Tract 23-2 of the S. McFadgin Survey, Abstract No. 142, City of Rockwall, Rockwall County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), addressed as 200 Sabine Creek Road, and take any action necessary.

PLAT INFORMATION

- ☑ The applicant is requesting the approval of a <u>Final Plat</u> of an 8.67-acre tract of land (i.e. Tract 23-2 of the S. McFadgin Survey, Abstract No. 142) for the purpose of creating two (2) lots (i.e. Lots 1 & 2, Block A, Sweat Addition). In accordance with the <u>Interim Interlocal Agreement By and Between the City of Rockwall and Rockwall County</u>, staff provided the applicant's plat to Rockwall County for review. Rockwall County determined that the submitted plat meets the requirements of the <u>Interim Interlocal Agreement By and Between the City of Rockwall and Rockwall County</u>.
- Conformance to the Interlocal Agreement. The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- conforming to the requirements for plats as stipulated by the Interim Interlocal Agreement by and Between the City of Rockwall and Rockwall County -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☑ <u>Conformance to the Subdivision Ordinance</u>. The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- conforming to the requirements for plats as stipulated by the Chapter 38, Subdivisions, of the Municipal Code of Ordinances -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☑ <u>Conditional Approval</u>. Conditional approval of this <u>Final Plat</u> by the City Council shall constitute approval subject to the conditions stipulated in the <u>Conditions</u> of <u>Approval</u> section below.
- ☑ <u>Conformance of the Subdivision Plat</u>. With the exception of the items listed in the <u>Conditions of Approval</u> section of this case memo, this plat is in substantial compliance with the requirements of the <u>Subdivision Regulation for Review of Plats</u> in the Extraterritorial Jurisdiction (ETJ) of the City.

CONDITIONS OF APPROVAL

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

- (1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat.
- (2) Any construction resulting from the approval of this <u>Final Plat</u> shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted

engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On October 14, 2025, the Planning and Zoning Commission approved a motion to recommend approval of the final plat by a vote of 7-0.

20

DEVELOPMENT APPLICATION

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

STAFF USE ONLY -

PLANNING & ZONING CASE NO.

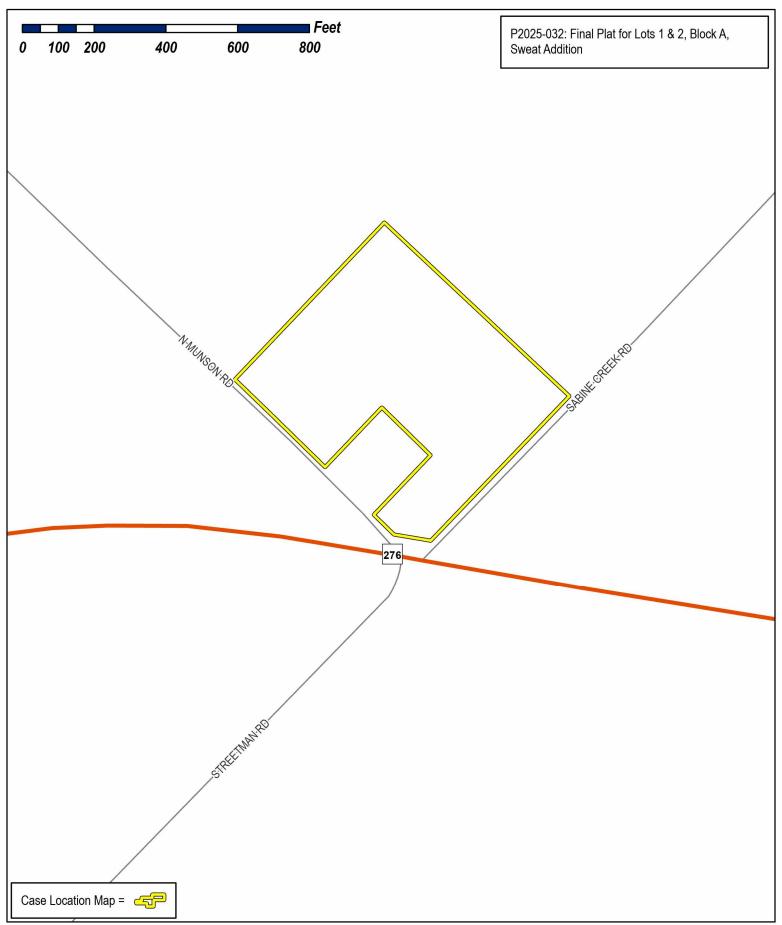
<u>HOTE</u>: THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING:

CITY ENGINEER:

PLEASE CHECK THE API	PROPRIATE BOX BELOW TO INDICATE THE TYPE OF	DEVELOPMENT REQUEST	[SELECT ONLY ONE BOX]:	
PRELIMINARY PLA FINAL PLAT (\$300.00 + REPLAT (\$300.00 +	00.00 + \$15.00 ACRE) \ F (\$200.00 + \$15.00 ACRE) \ 00 + \$20.00 ACRE) \ \$20.00 ACRE) \	ZONING APPLICATION FEES: ZONING CHANGE (\$200.00 + \$15.00 ACRE) SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) OTHER APPLICATION FEES: TREE REMOVAL (\$75.00) VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00)		
SITE PLAN APPLICAT SITE PLAN (\$250.0) AMENDED SITE PL		MOJES I. IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE ADJUST. FOR REQUESTS ON LESS THAN ONE ACRE, ROUNDLY TO ONE LIT ACRE. I. A \$1,000.09 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERINT.		
PROPERTY INFOR	MATION [PLEASE PRINT]			
ADDRESS	200 Sabine Creck Rel			
SUBDIVISION	Sweat Addition		LOT 1+2 BLOCK	(A
GENERAL LOCATION	HWY 276 + Sabine C	rcek Rd		
ZONING, SITE PLA	N AND PLATTING INFORMATION (PLEASE	PRINT)		
CURRENT ZONING	AG (ETJ)	CURRENT USE		
PROPOSED ZONING	AG (ETT)	PROPOSED USE		
ACREAGE	8.67 LOTS [CURRENT]	0	LOTS [PROPOSED]	-
	<u>ATS:</u> BY CHECKING THIS BOX YOU ACKNOWLEDGE THE ROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF ST AL OF YOUR CASE.			
OWNER/APPLICAN	T/AGENT INFORMATION (PLEASE PRINTICHE	CK THE PRIMARY CONTACTA	ORIGINAL SIGNATURES ARE REQUIRED	1
OWNER	Dean Sweat + Tina Sweat	ZAPPLICANT 54	ME	
CONTACT PERSON	C	ONTACT PERSON		
ADDRESS		ADDRESS		
CITY, STATE & ZIP		CITY, STATE & ZIP		
PHONE		PHONE		
E-MAIL		E-MAIL		
	TION (REQUIRED) INED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE F	Dean Swe	(OWNER) THE UND	ERSIGNED, WHO
INFORMATION CONTAINED IN SUBMITTED IN CONJUNCTION	I THE OWNER FOR THE PURPOSE OF THIS APPLICATION, ALL TO COVER THE COST OF THIS APPLICATION, HAS. 20. BY SIGNING THIS APPLICATION, HAGREE ATTHIN THIS APPLICATION TO THE PURPOSITION OF SASOO WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOO	BEEN PAID TO THE CITY OF RO THAT THE CITY OF ROCHAUL LSO AUTHORIZED AND PERM ATED OR IN RESPONSE TO A R	OXWALL ON THIS THE LIGHT OF STATE OF THE PROPERTY OF THE PROPE	DAY OF
GIVEN UNDER MY HAND AND	D SEAL OF OFFICE ON THIS THE 20 DRY OF AY GU	2025		D# 126176804 uly 23, 2027
	OWNER'S SIGNATURE Wendelf De	Id sed	20200	-7 20, 2021
NOTARY PUBLIC IN AND FOR	RTHE STATE OF TEXAS ROTAN ME TA	2h []	MY COMMISSION EXPIRES 7/23	127

DEVELOPMENT APPLICATION . CITY OF POCKWALL . SEE SOUTH GOL ROSTREET . ROCKWALL TX 75087 . [7] [572] 771-7745



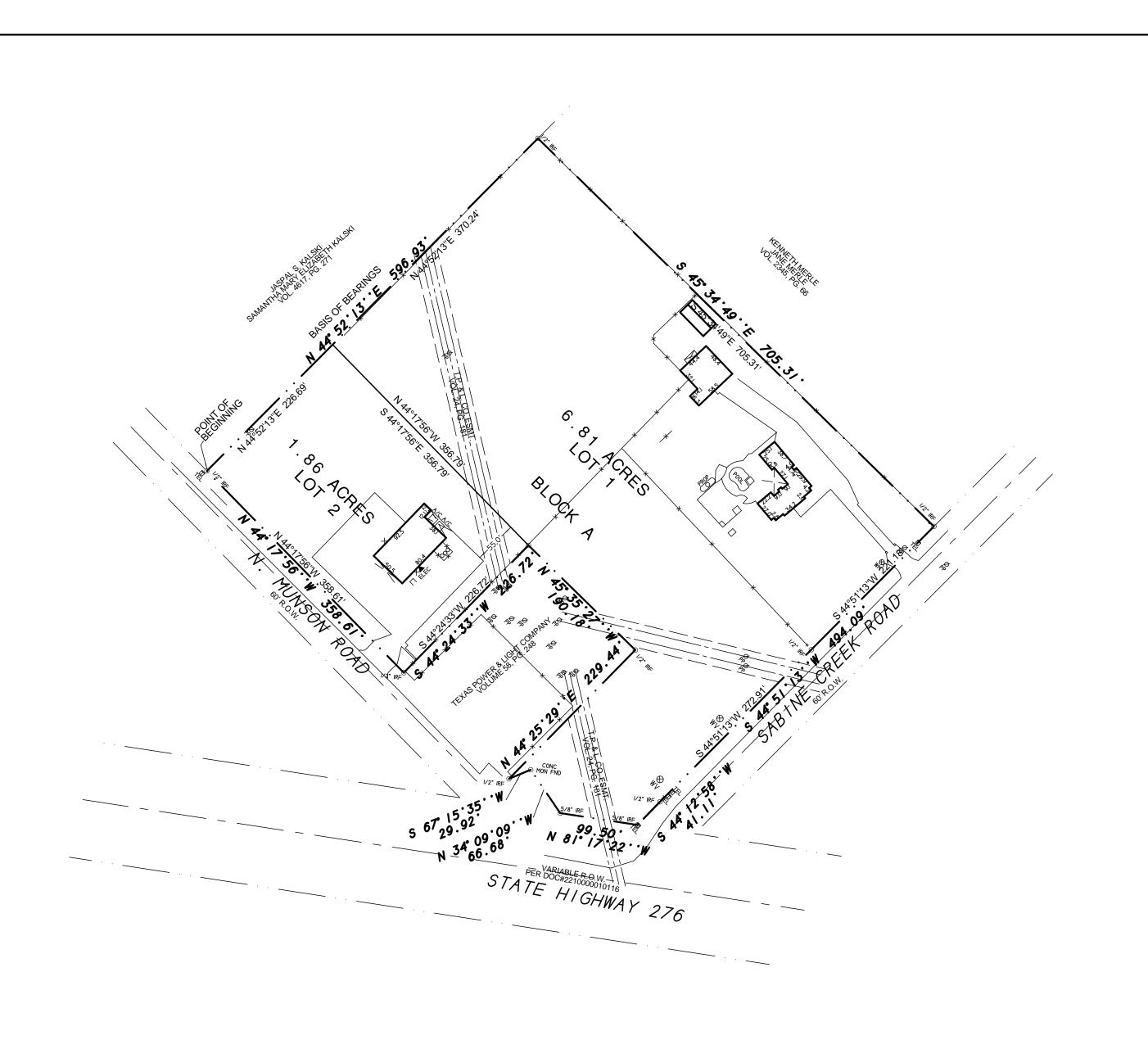


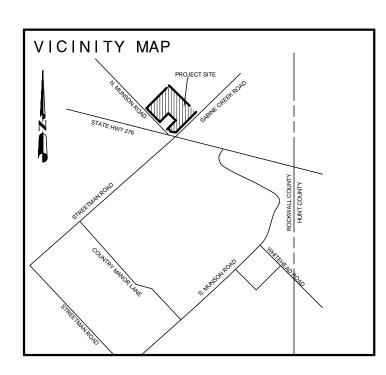
City of Rockwall Planning & Zoning Department 385 S. Goliad Street

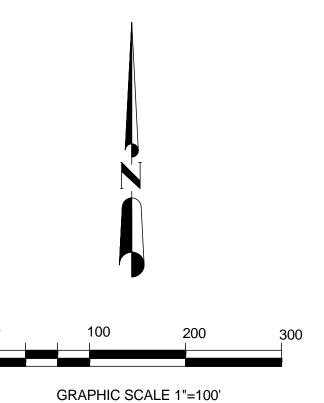
Rockwall, Texas 75087 (P): (972) 771-7745 (W): www.rockwall.com

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









FINAL PLAT

SWEAT ADDITION LOT 1 & 2 BLOCK A

2 LOTS - 8.67 ACRES/377,611 S.F.

SAMUEL MCFADGIN SURVEY, ABST. 142 ROCKWALL COUNTY, TEXAS

OWNERS: WENDALL SWEAT TINA SWEAT 200 SABINE CREEK RD ROYSE CITY, TX 75189

H.D. Fetty Land Surveyor, LLC Firm Registration no. 101509-00 6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

SHEET 1 OF 2 SURVEY DATE JUNE 10. 2025 SCALE 1 - 100 FILE # 20250063-FP

CITY CASE NO. P2025-

GENERAL NOTES:

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

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

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

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

(5) Street Appurtenances. All decorative signage, posts, or lights installed in public right-of-way shall be installed, maintained, repaired, and replaced by the Homeowner's Association (HOA).

SURVEYOR'S NOTES

1) According to F.E.M.A. Flood Insurance Rate Map. Community Panel No. 48397C0070 L dated Sept. 26, 2008, this property lies in Zone X. This property does not appear to lie within a 100-year flood plain.

2) BEARING SOURCE: RECORDED DEED.

3) ALL 1/2" IRS ARE CAPPED WITH YELLOW PLASTIC CAPS " RPLS 5034."

OWNER'S CERTIFICATE

STATE OF TEXAS COUNTY OF ROCKWALL

WHEREAS, WENDALL SWEAT and TINA SWEAT, BEING THE OWNER OF A TRACT OF land in the McFADGIN SURVEY, ABSTRACT NO. 142, County of Rockwall, State of Texas, said tract being described as follows:

All that certain lot, tract or parcel of land situated in the SAMUEL McFADGIN SURVEY, ABSTRACT NO. 142, Rockwall County, Texas, and being a partl of a tract of land as described in a Warranty deed to Wendall Sweat and Tina Sweat, as recorded in Volume 1193, Page 188, Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the west corner of Sweat tract and in the northeast right-of-

THENCE N. 44 deg. 52 min. 13 sec. E. along Sweat tract, a distance of 596.93 feet to a 1/2" iron rod found

THENCE S. 45 deg. 34 min. 49 sec. E. a distance of 705.31 feet to a 1/2" iron rod found for corner in the northwest right-of-way of Sabine Creek Road;

THENCE S. 44 deg. 51 min. 13 sec. W. along said right-of-way a distance of 494.09 feet to a 1/2" iron rod

THENCE S. 44 deg. 12 min. 58 sec. W. along said right-of-way, a distance of 41.11 feet to a TXDOT 5/8" iron rod with pink plastic cap found in the north right-of-way of State Highway 276;

THENCE N. 81 deg. 17 min. 22 sec. W. along said right-of-way, a distance of 99.50 feet to a TXDOT 5/8" iron rod with pink plastic cap found for corner;

THENCE N. 34 deg. 09 min. 09 sec. W. a distance of 66.68 feet to a TXDOT concrete monument fond for

THENCE S. 67 deg. 15 min. 35 sec. W. a distance of 29.92 feet to a 1/2" iron rod found for corner;

THENCE N. 44 deg. 25 min. 29 sec. E. a distance fo 229.44 feet to a 1/2' iron rod found for corner; THENCE N. 45 deg. 35 min. 27 sec. W. a disance of 190.18 feet to a 1/2" iron rod found for corner;

THENCE S. 44 deg. 24 min. 33 sec. W. a distance of 226.72 feet to a 1/2" iron rod found for corner in the northeat right-of-way of N. Munson Road;

THENCE N. 44 deg. 17 min. 56 sec. W. a distane of 358.61 feet to the POINT OF BEGINNING and containing 377,611 square feet or 8.67 acres of land. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS COUNTY OF ROCKWALL

I the undersigned owner of the land shown on this plat, and designated herein as LOTS 1 & 2, BLOCK A, SWEAT ADDITION an Addition to the City of Rockwall, Texas and whose name is subscribed hereto, hereby dedicated to the use of public forever all streets, alleys parks water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in LOTS 1 & 2, BLOCK A, SWEAT ADDITION, have been notified and signed this plat.

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

I also understand the following;

Notary Public

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

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

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

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

Wendall Sweat				
Tina Sweat				
STATE OF TEXAS COUNTY OF ROCKWALL				
Before me, the undersigned authority, on this me to be the person whose name is subscribe the executed the same for the purpose and co	day personally appoint to the foregoing is onsideration therein	eared Wendall Sv nstrument, and ad stated.	veat, known to cknowledged to me tha	t
Given upon my hand and seal of office this _	day of		, 2025.	
Notary Public				
STATE OF TEXAS COUNTY OF ROCKWALL				
Before me, the undersigned authority, on this me to be the person whose name is subscribe he executed the same for the purpose and co	day personally apposed to the foregoing in the solution therein solution therein solutions.	eared Tina Sweat nstrument, and ad stated.	s, known to cknowledged to me tha	t
Given upon my hand and seal of office this	day of		, 2025.	

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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

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



APPROVED: I hereby certify that the above an SWEAT ADDITION, an addition to the City of Fexas, was approved by the City Council of the	nd foregoing subdivision plat of LOTS 1 & 2, BLOCK A, Rockwall, Texas, an addition to the City of Rockwall, e City of Rockwall on the day of,
Mayor of City of Rockwall	Planning and Zoning Commission Chairman
City Secretary	Ciity Engineer

FINAL PLAT

SWEAT ADDITION LOT 1 & 2 BLOCK A

2 LOTS - 8.67 ACRES/377,611 S.F.

SAMUEL MCFADGIN SURVEY, ABST. 142 ROCKWALL COUNTY, TEXAS

OWNERS: WENDALL SWEAT TINA SWEAT 200 SABINE CREEK RD ROYSE CITY, TX 75189

SHEET 2 OF 2

SURVEY DATE <u>JUNE 10. 2025</u> SCALE <u>I - 100</u> FILE # <u>20250063-FP</u>

H.D. Fetty Land Surveyor, LLC CLIENT SWEAT Firm Registration no. 101509-00 6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

CITY CASE NO. P2025-



CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Mary Smith, City Manager

Joey Boyd, Assistant City Manage

FROM: Travis E. Sales, Director Parks, Recreation and Animal Services

DATE: October 18, 2025

SUBJECT: Playground project (Foxchase Park)

This project is for the upgrades and replacement of playground at Foxchase Park. This is an approved 2025-2026 budget request funded out of Recreation Development

Playground at Foxchase Park: This project is for the removal and replacement of the existing playground excluding the swings and shade canopies. This new playground will have additional shade canopies and include the lastest IPEMA equipment design. \$125,000.00 (Budget \$125,000.00)

The bids provided by Childs Play, Inc. which is a Buy Board bid are attached (Contract# 679-22). Childs Play, Inc was the company that helped design and install the very popular Kidzone playground (2022) and Emerald Bay playground (2024) and are the industry leader in design and warranty.

The City has met all formal bidding requirements pertaining to the purchase and install of these three playground projects.

For Council consideration is this playground project thru Buyboard bid award to the above listed vendor for the respective dollar amounts and authorize the City Manager to execute purchase orders and/or contracts for this project.



ADDRESS

Travis Sales City of Rockwall 385 S. Goliad Rockwall, TX 75087

SHIP TO

Travis Sales City of Rockwall 1600 Airport Blvd. Rockwall, TX 75087

QUOTE#	DATE	EXPIRATION DATE
25-1071	08/22/2025	11/07/2025

PROJECT SALES REP

The Park at Fox Chase PG R1 SA

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISNucleus Custom Nucleus Series Playground Structure NU-3546	1	40,077.00	40,077.00T
BCI550-0201 5" Single Post Swing With Add-on Bay, Tot seat, 2 Belt seats, and Freedom Seat (550-0202)	1	4,186.00	4,186.00T
BCI560-0520 RopeVenture Vertex	1	20,273.00	20,273.00T
BCI560-2624 MOVMT Xtreme	1	17,100.00	17,100.00T
BCI560-0073 Nido Spinner	1	3,825.00	3,825.00T
BCI470-0971 Serenity Spot Primary	1	4,703.00	4,703.00T
Freight Freight	1	4,200.00	4,200.00T
Installation Professional Turn-Key Installation of Playground Equipment	1	30,636.00	30,636.00
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #679-22, Vendor #1501	1	0.00	0.00T

SUBTOTAL 125,000.00 TAX **TOTAL**

\$125,000.00

Accepted By **Accepted Date**



CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Mary Smith, City Manager

Joey Boyd, Assistant City Manage

FROM: Travis E. Sales, Director Parks, Recreation and Animal Services

DATE: October 20, 2025

SUBJECT: Playground project (Kidzone)

This project is for the upgrades to turf and additional shade structures at Kidzone. This is an approved 2025-2026 budget request funded out of Recreation Development

Kidzone Playground: This project is for our yearly upgrade program to this most popular playground. These upgrades will include additional shade canopies and turf upgrades with games and colors. \$64,227.50 (Budget \$75,000.00)

The bids provided by Childs Play, Inc. which is a Buy Board bid are attached (Contract# 679-22). Childs Play, Inc was the company that helped design and install the very popular Kidzone playground (2022) and Emerald Bay playground (2024) and are the industry leader in design and warranty.

The City has met all formal bidding requirements pertaining to the purchase and install of these three playground projects.

For Council consideration is this playground project thru Buyboard bid award to the above listed vendor for the respective dollar amounts and authorize the City Manager to execute purchase orders and/or contracts for this project.



ADDRESS

Travis Sales City of Rockwall 385 S. Goliad Rockwall, TX 75087

SHIP TO

Travis Sales
City of Rockwall
1600 Airport Blvd.
Rockwall, TX 75087

QUOTE#	DATE	EXPIRATION DATE
25-1144	09/08/2025	10/31/2025

PROJECT
Harry Myers 16x16 Shade
SA
SA

DESCRIPTION QTY PRICE EACH **AMOUNT SPShade** 4 27,316.00T 6,829.00 Shade Canopy- 16x16x12 Single Post Cantilever InstallSC 1 16,692.00 16,692.00 Shade Canopy Pier Drilling, Re-Bar Cages, Concrete, Dirt Haul Off & Installation of Canopy Posts & Top Freight 1 250.00 250.00T Freight **Buyboard** 1 0.00 0.00T This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #679-22, Vendor #1501

SUBTOTAL 44,258.00
TAX 0.00
TOTAL \$44,258.00

Accepted By Accepted Date



ADDRESS

Travis Sales City of Rockwall 385 S. Goliad Rockwall, TX 75087

SHIP TO

Travis Sales City of Rockwall 1600 Airport Blvd. Rockwall, TX 75087

QUOTE#	DATE	EXPIRATION DATE
25-1257	09/30/2025	10/31/2025

PROJECT SALES REP
Harry Myers Benches SA

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCI580-1439 6' Studio Collection Bench - Surface Mount	3	1,472.50	4,417.50T
Freight Freight	1	607.00	607.00T
Installation Professional Turn-Key Installation of Park Equipment	1	300.00	300.00
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #679-22, Vendor #1501	1	0.00	0.00T

 SUBTOTAL
 5,324.50

 TAX
 0.00

 TOTAL
 \$5,324.50

Accepted By Accepted Date



ADDRESS

Travis Sales City of Rockwall 385 S. Goliad Rockwall, TX 75087

SHIP TO

Travis Sales City of Rockwall 1600 Airport Blvd. Rockwall, TX 75087

QUOTE #	DATE	EXPIRATION DATE
25-1130	09/03/2025	10/31/2025

PROJECT SALES REP
Harry Myers Turf SA

DESCRIPTION	QTY	PRICE EACH	AMOUNT
Artificial Turf System Color Artificial Turf, Tape & Glue, Infill Sand, Freight, & Installation	1,622	7.50	12,165.00T
SGI-Hopscotch Hopscotch Turf	4	525.00	2,100.00T
Installation Professional Turn-Key Installation of Turf system	4	95.00	380.00
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #679-22, Vendor #1501	1	0.00	0.00T

 SUBTOTAL
 14,645.00

 TAX
 0.00

 TOTAL
 \$14,645.00

Accepted By Accepted Date



CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Mary Smith, City Manager

Joey Boyd, Assistant City Manager

FROM: Travis E. Sales, Director Parks, Recreation and Animal Services

DATE: October 20,2025

SUBJECT: Alma Williams Master Plan

This professional services contract is for a park master plan for the Alma Williams Park. Park staff will work side by side with Freese and Nichols, Inc. to produce a master plan that provides the "Go outside and play" spirit throughout the site. Initial thoughts are that this would be an active park with possibilities of skate park, BMX pump track, BMX dirt tracks, sports fields, walking trails, etc.

Professional Services Contract

The 2025-2026 budget included a \$150,000.00 line item for this project and the project time-line is 6 to 8 months from date of notice to proceed.

Professional services contract is attached

Staff asks City Council to consider authorizing the City Manager to execute this professional services contract with Freese and Nichols, Inc. to provide a master plan for Alma Williams Park in the amount of \$144,321.00.

SCOPE OF WORK ALMA WILLIAMS PARK

Rockwall, Texas October 10, 2025

I. PROJECT DESCRIPTION

Freese and Nichols, Inc. ("FNI") will perform professional design services for the City of Rockwall ("City") for the preparation of a Site Master Plan for Alma Williams Park. The purpose of the project is to assist the City in engagement of the community for programming and visioning, concept master planning and cost estimating to assist the City in guiding the parks future development. The Scope of Services listed below are based upon the City's dated September 30, 2025. This scope of services does not include schematic design, design development, construction documentation or construction administration services related to the development of the proposed park improvements.

II. ASSUMPTIONS

- A. The project planning area will encompass approximately 45 acres at the southeast corner of North Country Ln. and FM 1141 in the City of Rockwall, Texas. See Exhibit A.
- B. The project program is anticipated to focus on active recreation design elements such as skate park, pump track and other active sports.
- C. All meetings identified in the scope of services below will run concurrently with Ben E Klutts Park scope of work including the kick-off meeting/site investigation, visioning and programming meetings, concept development meetings and council meetings.
- D. The City will provide readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein and as listed below. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City. All such information shall be provided to FNI, and any costs associated with acquisition of information will be borne by the City.
 - Site Survey in AutoCAD format (If Available)
 - Property Plat or Boundary Survey in AutoCAD format (If Available)
 - Existing Utility Data (Electrical, Sanitary Sewer and Water) in AutoCAD format
 - Utility and/or access easement information
- E. FNI is not responsible for acquiring Right of Entry to any property associated with the scope of services. If required for completion of the project tasks, the City shall be responsible for the facilitation and coordination with all property owners for any data collection, field assessment and/or site investigations.
- F. The City will be responsible for distributing, coordinating and facilitating all submittal milestone deliverables to all necessary stakeholders and providing FNI with organized review comments and feedback from all applicable agencies.
- G. In addition to any base map data provided by the City (as described above), FNI will utilize publicly available data (aerial ortho imagery, county GIS data, record drawings, etc.) to

supplement City provided data. All supplemental information will be used in the assessment, review, and master planning of the proposed improvements.

III. PHASE 1 SCOPE OF SERVICES – BASIC PROFESSIONAL SERVICES

TASK 1 | PROJECT MANAGEMENT AND QUALITY PROGRAM

- A. Project Management Coordination, Communications and Reporting:
 - i. FNI will coordinate with coordinate monthly on progress reporting and project invoicing.
 - ii. FNI will implement quality review program and perform QA/QC on all client deliverables.

Deliverables for Project Management Task:	Meetings:
Monthly invoicing and Progress Reports (PDF)	 Meetings with sub-consultant
	as needed

TASK 2 | KICK-OFF MEETING AND BASE MAP PREPARATION

- **A. Kick-Off and Site Investigation Meeting:** FNI will attend one (1) meeting with the City to kick off the project and review the park programming elements and conduct a walk-through of the site to inventory existing site features.
- **B. Data Collection:** FNI will gather and review available project data relevant to the project study area. Relevant project data may include the following:
 - i. Google Earth and/or NearMap aerial photography and mapping
 - ii. Available topographical data
 - iii. FEMA Flood Insurance mapping
 - iv. City of Rockwall water/wastewater utilities
 - v. Available overhead and/or underground electrical line
 - vi. Park as-builts
 - vii. Available Texas statewide environmental, historic and cultural resource data
- C. Base Map and Existing Conditions/Constraints Mapping: FNI will utilize the information provided by the City and collected relevant project data to prepare a base map for the master plan work. During Site Visit listed above, FNI will assess on-site features, limitations, constraints, circulation patterns and other notable opportunities/constraints that may affect the master plan or presumptive programing of the site. FNI will prepare an Existing Conditions exhibit which graphically indicates areas of the site that are appropriate for development along with logical access points and other pertinent features.

Deliverables for Kick-off Meeting and Base Map	Meetings:
Preparation Task:	
Base Map and Existing Conditions Constraints Map (PDF)	 Kick-off Meeting and Site Investigation (in-person)
Minutes from the Kick-off Meeting (PDF)	

TASK 3 | VISIONING AND PROGRAMMING

- A. Community Visioning and Programming Meeting: FNI will conduct a community visioning and programming meeting. The objective of the meeting will be to present the base map, existing conditions constraint findings, and skate park planning material and hold a visioning and programming discussion with the goal to use the feedback in the development of a project vision statement and program list. The city will be responsible for identifying the appropriate stakeholders for this task and coordinating their invitation to the meeting. FNI assumes that this will be a series of in-person meetings conducted over the course of one (1) day. FNI will provide three (3) staff members to attend and facilitate the meeting.
- **B.** City Visioning and Programming Meeting: FNI will conduct a city visioning and programming meeting with City Staff. The objective of the meeting will be to present the base map and existing conditions constraint findings, and skate park planning material and hold a visioning and programming discussion with the goal to use feedback in the development of a project vision statement and program list. FNI assumes that this will be a virtual meeting prior to Task 3A.

Deliverables for Visioning and Programming Task:	Meetings:
Minutes from the Community Visioning and Programming Meeting (PDF)	 Community Visioning and Programming Meeting (in- person)
 Minutes from the City Visioning and Programming Meeting (PDF) 	 City Visioning and Programming Meeting (virtual)
Vision Statement and Programming List (PDF)	

TASK 4 | PRELIMINARY MASTER PLAN CONCEPT DEVELOPMENT

- **A. Preliminary Skate Park and Pump Track Alternatives:** FNI will retain a sub-consultant to consult on site investigation, data gathering and recommendations for the skate park and pump track amenity use zones. This consultant will also participate in stakeholder discussions as needed. The sub-consultant will also be responsible for reviewing use area sizes and providing cost opinions for the skate program for the park.
- **B.** Preliminary Concept Alternatives: Based on the City approved vision, goals and program, FNI will prepare two (2) Preliminary Concept Plans for the proposed park improvements and approved program summaries. The concept plans will be prepared as a trace overlay format, provided to the City, full size and to a measurable scale. For each option, FNI will depict the proposed buildings, park features, circulation paths, adjacent parking and skate park. Site civil requirements such as grading, utilities, storm water etc., will not be considered as part of this scope.

- C. Opinion of Probable Cost: Based upon the Preliminary Concept Alternatives, FNI will prepare two (2) opinions of probable construction costs (OPCC) for the proposed improvements for each concept alternative. FNI's OPCC will be based on the quantities derived from each Concept Plan and on the unit prices current at the time of the preparation of the OPCC.
- D. Preliminary Concept Alternatives Community Review Meeting: FNI will conduct a Preliminary Concept Alternatives Review Meeting with the community to present and discuss the proposed concept alternatives and gather feedback and direction prior to proceeding with the Final Concept Master Plan. The city will organize the meeting location and time and will create and distribute meeting pamphlets, comment cards and fliers as needed. FNI assumes this will be an "open house" style meeting with no formal presentation. FNI will provide two (2) staff members to attend and facilitate the meeting.
- E. Preliminary Concept Alternatives City Review Meeting: FNI will conduct a Preliminary Concept Alternatives Review Meeting with City Staff to present and discuss the proposed concept alternatives and summarize community feedback and direction prior to proceeding with the Final Consensus Concept Master Plan. FNI assumes that this will be a virtual meeting.

Deliverables for Preliminary Master Plan Concept Development Task:	Meetings:
Minutes from the Preliminary Concept Alternatives Community Review Meeting (PDF)	 Preliminary Concept Alternatives Community Review Meeting (in-person)
Minutes from the Preliminary Concept Alternatives City Review Meeting (PDF)	 Preliminary Concept Alternatives City Review Meeting (virtual)
Two (2) Preliminary Concept Alternatives	
Two (2) Opinion of Probable Costs	

TASK 5 | FINAL MASTER PLAN CONCEPT DEVELOPMENT

- **A. Final Skate Park and Pump Track:** Based on comments received during the Preliminary Concept Review Meeting, FNI will prepare one (1) final skate park and pump track layout showing plan layouts that help communicate the design intent of the use zone.
- **B.** Final Concept Master Plan: Based on comments received during the Preliminary Concept Review Meetings, FNI will prepare one (1) final consensus master plan showing plan layouts that help communicate the design intent and vision of the project.
- **C. Opinion of Probable Costs:** Based upon the Final Concept Master Plan, FNI will prepare an opinion of probable construction costs (OPCC) for the proposed improvements. FNI's OPCC will be based on the quantities shown in the Final Concept Master Plan and on the unit prices current at the time of the preparation of the OPCC.
- **D. Sketch Renderings:** FNI will create up to three (3) perspective renderings that illustrate the intent and vision for the project.

- **E. Final Concept Master Plan City Review Meeting:** FNI will conduct a Final Concept Master Plan Review Meeting with City Staff to present and discuss the final concept and gather feedback and final comment. FNI assumes that this will be a virtual meeting prior to Task 5E.
- F. Final Concept Master Plan Community Review Meeting: FNI will conduct a Final Concept Master Plan Review Meeting with the community to present and discuss the proposed final concept master plan and gather feedback and final comment. The city will organize the meeting location and time and will create and distribute meeting pamphlets, comment cards, and fliers as needed. FNI assumes this will be an "open house" style meeting with no formal presentation. FNI will provide two (2) staff members to attend and facilitate the meeting.
- **G.** Concept Master Plan Updates: Based on feedback received during the Final Concept Master Plan City and Community Review Meetings, FNI will make final updates prior to the Council Adoption meeting.
- **H.** Council Adoption: FNI will prepare and conduct, with the assistance of City Staff, a final presentation of the master plan to the City Council for plan adoption.

Deliverables for Final Master Plan Concept Development Task:	Meetings:
Minutes from the Final Concept Master Plan Community Review Meeting (PDF)	 Final Concept Master Plan Community Review Meeting (in-person)
 Minutes from the Final Concept Master Plan City Review Meeting (PDF) 	 Final Concept Master Plan City Review Meeting (virtual)
One (1) Final Concept Master Plan	Council Meeting (in-person)
One (1) Opinion of Probable Cost	
Three (3) Sketch Renderings	

IV. ADDITIONAL SERVICES

Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by City, are described as follows:

- A. Providing renderings, model, and mock-ups requested by the City. Additional 3D renderings can be prepared for \$4,500 each.
- Revising drawings or other report documents when such revisions are not consistent with approvals or instructions previously given by City or due to other causes not solely within the control of FNI.
- C. Topographical Survey.

- D. Boundary survey is not included. Assumed lot limits and R.O.W will be shown to within a +/- 1 foot of accuracy.
- E. Hydraulic analysis.
- F. Meeting or trips in excess of the number of meetings included in Article I for site visits, coordination meetings, or other activities. Additional meetings can be requested by the City for an additional service.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- H. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- I. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- J. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- K. Expert representation at legal proceedings or at contested hearings.

V. BASIS OF COMPENSATION

Freese and Nichols agree to perform Basic and Special Professional Services outlined in the Scope of Services for a lump sum fee of \$144,321.00 (Task 1 through 5). (Note: scope task items can be added, removed or modified based on the City's priorities, needs and budget, subject to prior written approval by FNI).

Gregg-Clarke Park

Basic Services by Task:	Lump Sum Fee:
Task 1 – Project Management	\$9,399.00
Task 2 – Kick Off Meeting and Base Preparation	\$10,124.00
Task 3 – Visioning and Programming	\$11,551.00
Task 4 – Preliminary Master Plan Concept Development	\$59,504.00
Task 5 – Final Master Plan	\$53,743.00
Total	\$144,321.00

Billing will be monthly as work progresses. Reimbursable expenses will be in addition to the Master Planning Services cost. These expenses include, but may not be limited to such items as: reproduction costs, computer plotting, printing, mounting, travel/mileage, travel/tolls, copies, photography, meals, couriers/deliveries, etc.

VI. SCHEDULE

FNI assumes that the entirety of the proposed scope can be complete and delivered to the city within 6 - 8 months after Notice-to-Proceed is given to FNI by the City. This schedule may be extended due to the length of review periods or scheduling of public meetings.

Exhibit A





CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Honorable Mayor and City Council

CC: Mary Smith, City Manager

Joey Boyd, Assistant City Manager

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

DATE: October 20, 2025

SUBJECT: 2025 TxDOT Green Ribbon Grant for 740 Medians

The Rockwall Parks and Recreation Department has been working with MESA Design Group and TxDOT on a Green Ribbon Grant that the City of Rockwall was awarded in the amount of up to \$1,740,000.00. This is to demo existing landscape, trees, irrigation and specified flat work and install new landscape, irrigation, stonework and trees on 740 medians from the 740/205 split to IH30. (See attached proposal and concept of a redesigned median)

The City of Rockwall would commit to providing \$269,686.00 towards the Green Ribbon Project while the current project total from the grant portion is \$1,719,770 of the \$1,740,000.00.

TxDOT Green Ribbon Project:

\$1,740,000.00 awarded and current project design estimates are \$1,719,770.00 City of Rockwall commits \$269,686.00 for portions of the project not covered by the grant.

MESA Design Group:

Planning Design and Construction Administration \$154,875.00 (proposal attached)

Staff asks City Council to consider authorizing the City Manager to execute this TxDOT Green Ribbon Grant project with MESA Design Group including the Planning, Design and Construction proposal with MESA Design Group in the amount of \$154,875.00 to fund the project.



ATTACHMENT A - SCOPE OF SERVICES

September 11, 2025

City of Rockwall Travis Sales Director Parks Recreation and Animal Services 385 S Goliad St Rockwall, TX 75087-3737

Project: FM 740 / Ridge Road - Green Ribbon Median Improvements Rockwall, Texas

Dear Travis,

This proposal and contract describe the landscape architectural services to be provided by MESA, the costs of these services and general terms and conditions under which these services would be executed for the FM 740 / Ridge Road Green Ribbon project. This project shall include improvements within the 1.75-mile-long section of FM 740 / Ridge Road beginning at the intersection with SH 205 / S. Goliad Street and extending to the intersection with I-35 Frontage Road. This project includes a minimum of thirteen (13) existing medians of varying lengths and widths (total running length of 2,500 linear feet). Refer to Exhibit C – Limit of Work attached to this proposal for a diagram outlining the medians described in Stage 1 of the following Scope of Services.

SCOPE OF SERVICES

STAGE 1: GREEN RIBBON GRANT SUBMITTAL

Task One: Data Collection and Documentation

MESA will collect from the Client and other sources made available by the Client the following graphic materials necessary for preparation of the following described plan documents. MESA has the right to rely on this information and any information provided by others. These materials include, but are not limited to:

- 1. Site Survey
- 2. As-built drawings
- 3. Existing irrigation as-built plans.
- 4. Location of existing landscape, utilities, easements, right of ways, and other conditions imposed upon the site by plat, deed restriction, or restrictive covenant.
- 5. Connections to offsite elements
- 6. Overlay requirements
- 7. Streetscape guidelines
- 8. Any other plans or development initiatives not mentioned above

Deliverable: Base information encompassing, but not limited to, the above-listed items.

Meetings: None assumed for this task.



Task Two: Schematic Design

After collection of base data, MESA will prepare two (2) schematic design plan options with associated cost projections for review with the client. Scope includes presentation meeting with Client to discuss schematic designs, site conditions, and project budget. This includes two (2) schematic design plan studies for the following areas:

- 1. The existing thirteen (13) medians along FM 740 / Ridge Road (as described above in the approximately 1.75 miles long stretch of roadway)
 - a. Demolition of existing landscape material as necessary
 - b. Landscape improvements
 - c. Irrigation improvements as necessary
- 2. The existing two (2) large medians located within the intersection of SH 205 / S. Goliad Street and FM 740 / Ridge Road.
 - a. Demolition of existing landscape material as necessary
 - b. Landscape improvements
 - c. Irrigation improvements as necessary
- 3. The conversion of four (4) existing fully paved medians along FM 740 / Ridge Road into additional landscape medians.
 - a. Demolition of existing median pavement
 - b. Demolition of existing landscape material as necessary
 - c. Landscape improvements
 - d. Irrigation improvements as necessary
- 4. Preliminary cost projections for each design concept (spreadsheet) with separation of fees associated with base bid vs. add alternates.
- 5. Review with client for approval

Deliverable: MESA will prepare two (2) rendered schematic design plan options with photographic imagery and cost projections. Five (5) hard copies and (1) digital copy for the City's records.

Meetings: One (1) presentation with the client for review and comment prior to design development. Additional meetings or presentations will be considered Additional Services and billed according to consulting team members' hourly rates.

Task Three: TxDot Green Ribbon Grant Submittal

In conjunction with the previous tasks, MESA will prepare all material required as part of the TxDot Green Ribbon Program Application Submission process, including:

- 1. Completed Application Form
- 2. Proposed Location Map
- 3. Preliminary Budget (OPC)
- 4. Preliminary Project Schedule
- 5. LGPP Registration Proof

All material will be coordinated as necessary for submittal prior to the February 1st, 2024 (5pm CST) deadline. The goal of the submissions will be to assist the City of Rockwall in securing Green Ribbon funding for improvements associated with FM 740 / Ridge Road. Any formal submissions and/or variance applications will be covered under this task. All submittal fees associated with this task will be paid by the City of Rockwall as part of the Stage 1 reimbursable non-labor expenses.

Deliverable: Preparation and submittal of all material required as part of the TxDot Green Ribbon Program Application Submission process. Authorizations for Additional Services will be submitted for approval prior to commencement of additional re-submittals, as necessary.

Meetings: Two (2) presentation/coordination meetings in Dallas or tele-video conference calls. Additional meetings or presentations will be considered as Additional Services and billed according to consulting team members' hourly rates.



STAGE 2: CONSTRUCTION DOCUMENTS

Task Four: Design Development

Based on the material reviewed and approved during the Green Ribbon Scope confirmation meeting, dated August 6th, 2025, MESA will precede with design development aligned with the TxDOT approved Green Ribbon Program funding in the amount of \$1,772,766. Refer to Exhibit E – Revised Limit of Work attached to this proposal for a diagram outlining the Scope of Services to be included as part of Stage 2. Changes to design direction after approval may require additional services. This Design Development task will include the following:

- 1. Provide detailed design studies of planting plan as needed.
- 2. Develop irrigation master plan for salvage and reuse of the existing irrigation system. Irrigation plans shall coordinate water source configuration, meter and backflow locations, main line loop, controller locations, and pressure requirements. Irrigation design to be provided by a Certified Irrigation Designer Subconsultant.
- 3. Develop hardscape design studies for areas identified above. Identifying paving materials, color, and textures.
- 4. Refine cost projection.
- 5. One (1) team meeting with Client for planting design coordination and approval.

Deliverable: MESA will prepare one (1) refined plan for the project area to confirm design direction and cost projection for incorporation into the project budget. Revisions in response to TxDOT comments associated with the Task Two - Schematic Design documents (received as part of Task 6) will be coordinated and corrected at this time. Five (5) hard copies and (1) digital copy for the City's records.

Meetings: One (1) presentation with the client for review and comment prior to construction documents. Additional meetings or presentations will be considered as Additional Services and billed according to consulting team members' hourly rates.

Task Five: Landscape Construction Documents

MESA will prepare construction documents and specifications for hardscape, plantings, and irrigation per design development plans. Meet with Client to finalize and coordinate landscape elements with utilities and other site conditions. Task includes submittal of plans for review by the City of Rockwall departments (if required). Preparation of final cost projection based on construction document plans. Prepare colored rendering of the final landscape plan.

- 1. Demolition Plans, if required
- 2. Grading Plans
- 3. Planting Plans
- 4. Irrigation Plans
- 5. Landscape and Irrigation Details.
- 6. Tree Mitigation Plan (if required, as additional service)

Note: SWPPP is not anticipated nor included in this task

Deliverable: Construction document plans and specifications for planting, and irrigation including details, City Submittal (if required), and Cost Projection for landscape/hardscape improvements. Five (5) hard copies and (1) digital copy for the City's records.

Meeting: One (1) review prior to submission for permit and bidding. Additional meetings or presentations will be considered as Additional Services and billed according to consulting team members' hourly rates.

Task Six: TxDOT P, S, & E Submittal Process

In conjunction with the previous tasks, MESA will prepare submission of 30%, 60%, 90%, and 100% Design and Bid Documents to TxDOT, (Plans, Specifications, and Estimates). Submissions will include plan(s) of the final design, specifications, and associated preliminary cost projection. Revisions in response to TxDOT review comments will be executed during the next appropriate design task. The goal of these submissions will be to satisfy the City's responsibility to the project grant conditions in a manner most advantageous to the City of Rockwall in terms of project cost and schedule. Any formal submissions and/or variance applications will be covered under this task. All submittal



fees associated with this task will be paid by the City of Rockwall as part of the Stage 2 reimbursable non-labor expenses.

Deliverable: Design submittals to TxDOT for review and comment. The fee as outlined in the Cost of Services schedule listed below is based upon the completion of the project as described in this proposal and associated review(s). The development of the Site Plan submittal includes one (1) base submittal and a maximum of one (1) subsequent re-submittal (including revisions and corrections) as required during the approval process. Authorizations for Additional Services will be submitted for approval prior to commencement of additional re-submittals, as necessary. **Meetings:** Two (2) presentation/coordination meetings in Dallas or tele-video conference calls. Additional meetings or presentations will be considered as Additional Services and billed according to consulting team members' hourly rates.

Task Seven: Bidding and Negotiation Assistance

Bid documents for the project will be formulated for public bid, to be advertised by the City of Rockwall. MESA will assist the Client in its implementation of the bidding process as follows:

- 1. Prepare and submit 100% Bid Documents to City staff including plan(s) of the final design, specifications, and associated cost projection.
 - a. One (1)hard copy and one(1) digital copy for the City to print as needed for bidding and distribution
- 2. Attend pre-bid meetings
- 3. Answer questions and interpret drawings and specifications during the bidding period
- 4. Prepare and distribute any required addendum
- 5. Attend bid opening
- 6. Provide review and analysis of the bids as submitted

Task Eight: Contract Administration / Construction Observation

MESA will conduct periodic construction observation services as related to the implementation of the construction documents described in this proposal, as follows:

- Conduct site visits as it progresses to determine general conformance of the work to the design as portrayed in
 the construction documents, and assist the City in observing the progress, process, and quality of the
 installation of site landscape/hardscape elements. Site visits will be documented in field memos provided to
 the City. These memos will generally describe the Consultant's response to issues identified by the City and
 other issues which the Landscape Architect feels merit consideration by the City.
- 2. Clarify questions regarding the construction as the City or Contractor presents such questions, provide consultation, and advise to the City, and prepare supplementary sketches where such sketches are needed to resolve conflicts between field conditions and the requirements of the drawings.
- 3. Review of Contractor material submittals and shop drawings as submitted by the contractor, for conformance with the project Design. An evaluation of the submittal will be provided.
- 4. Tagging and inspection of plant materials (at the nursery or on site as appropriate) to assure conformance with the plans and specifications.
- 5. Approve the staking of tree locations, plant material layout, and quality of material installation.
- Approve the placement of irrigation head locations, materials layout, and quality of the irrigation system installed.
- 7. Review certificates for payment submitted by the contractor
- 8. Preparation of change orders agreed to by the Owner for the Owner's approval and execution that pertains to the construction scope.
- 9. Coordinate final site walk-through with the Owner (at the conclusion of construction) and provide a punch list to the Contractor to complete the project.
- 10. Perform a post completion construction inspection within one year after final acceptance and issue a punch list prior to release of maintenance agreement.



Note: The services specified above are intended to supplement the daily observation and administration activities of the Construction Superintendent and ensure realization of the design intent of the final construction plans. It is assumed the Construction Superintendent will observe and insure proper installation of all necessary utilities and street lighting, site and street grading, sidewalk along streets, concrete trail and grading, landscape, and irrigation. The Construction Superintendent shall observe excavation, grading, forming, & plumbing to assure compliance with construction plans. Any conditions observed or anticipated contrary to the plans are to be reported to MESA immediately.

Field changes to the construction plans without the Landscape Architect's written approval invalidates the Landscape Architect's responsibility to the built work. MESA is not responsible for changes/ revisions resulting from the continuation of construction activities without reviews/ input from MESA regarding the aforementioned observations.

OPTIONAL SERVICES:

Task Nine: Hand Drawn Illustrative and Presentation Graphics (Optional Service)

At Client's request, MESA will prepare presentation graphics in the form of hand drawn perspective renderings, illustrative plans, and other exhibits for presentation and marketing. MESA will provide indicative samples of the proposed media for the Client's approval to accurately quote pricing for any illustrative graphics prior to execution of these services. The final contents of the Illustrations and Graphics will be determined in a separate Agreement.

Deliverable: Hand sketched illustrative graphics for Client's use.

Meetings: Two (2) presentation/coordination meetings in Dallas or tele-video conference calls. Additional meetings or presentations will be considered as Additional Services and billed according to consulting team members' hourly rates.

Task Ten: Computer Modeling | Animated Graphics and Presentations (Optional Service)

At the conclusion of Schematic Design, and at Client's request, MESA will prepare computer models of the major site and design elements (based on approved Schematic Design CAD drawings) to assist in evaluating the design and marketing the project. These models may be used to develop high quality "snapshots" of key views and further animated into walk through/fly through videos. The scope includes Models developed up to LOD 200 (Refer to Exhibit D - Computer Generated 3d Modeling Guide attached to this proposal).

- 1. Presentation Boards
- 2. Digitally rendered illustrative conceptual master plan
- 3. Digitally rendered 3D aerial perspectives
- 4. Computer generated three dimensional still images and/or videos of the project.
- 5. PowerPoint Presentation (or another suitable format)

Deliverable: Presentation materials and format as requested by the Client. Videos or animation will be quoted as an Additional Service and are not included in this task.

Meetings: Two (2) presentation/coordination meetings in Dallas or tele-video conference calls. Additional meetings or presentations will be considered as Additional Services and billed according to consulting team members' hourly rates.



ATTACHMENT B - COST OF SERVICES

COST OF SERVICES

The scope of services below will be billed on a percentage completion basis or hourly not to exceed as applicable (in accordance with the fee schedule specified below) with the total cost of services not to exceed the amount specified for each without a written addendum to this contract. The following tasks shall be billed as follows:

Task	Base Fees	Optional Fees
STAGE 1: GREEN RIBBON GRANT SUBMITTAL		
Task One: Data Collection and Documentation Lump Sum Fee	\$ 7,500.00	
Task Two: Schematic Design Lump Sum Fee	\$16,500.00	
Task Three: TxDot Green Ribbon Grant Submittal Lump Sum Fee	\$ 8,500.00	
Reimbursable Expenses for Stage 1 Not to Exceed	\$ 2,500.00	
Sub-Total Cost of Base Services (Task 1-3):	\$35,000,00	

*NOTE - Tasks 1, 2, and 3 have been completed and billed out at 100% as part of the original Green Ribbon Grant Submittal, dated February 1st, 2024.

STAGE 2: GREEN RIBBON GRANT SUBMITTAL

Task Four: Design Development Lump Sum Fee	\$19,100.00	
Task Five: Landscape Construction Documents Lump Sum Fee	\$26,750.00	
Task Six: TxDot P, S, & E Submittal Process Lump Sum Fee	\$11,475.00	
Task Seven: Bidding and Negotiation Assistance Lump Sum Fee	\$ 3,825.00	
Task Eight: Contract Administration/ Construction Observation Lump Sum Fee	\$15,300.00	
Reimbursable Expenses for Stage 2 Not to Exceed	\$ 6,125.00	
Task Nine: Hand Drawn Illustrative and Presentation Graphics (Optional Service) Lump Sum Fee		T.B.D
Task Ten: Computer Modeling Animated Graphics and Preser	ntations (Optional Service)	T.B.D

Total Cost of Base Services (Task 4-8): \$82,575.00 T.B.D.

Note: These fees do not include potential consultants to be included in the project such as Civil, MEP, and Structural Engineers as well as Irrigation Consultant, Agronomist, and Arborist.



SUB-CONSULTANTS

We have not included any Sub-Consultant fees currently. The following subconsultants are anticipated to be an integral part of the final project.

CONSULTANT	ESTIMATE
Civil Engineering	\$50,425.00
Structural Engineering	\$5,500.00
Geotechnical Engineering	\$4,950.00
Agronomist / Soil Consultant	\$7,400.00
Certified Irrigation System Designer	\$4,025.00
TOTAL ESTIMATED FEES	\$72,300.00

ADDITIONAL SERVICES/HOURLY FEE SCHEDULE

Services requested but not specifically included in the scope of services listed above will be considered additional services. Modifications to drawings, after approval by Client, because of changes requested by Client or other consultant will be considered additional services and billed at an hourly rate as follows:

Senior Principal	\$235.00
Principal	\$195.00
Associate Principal	\$1 <i>7</i> 5.00
Associate	\$160.00
Project Associate	\$150.00
Senior Project Manager II	\$140.00
Senior Project Manager	\$130.00
Project Manager	\$120.00
Senior Designer	\$110.00
Visualization Manager	\$100.00
Designer	\$ 95.00
Visualization Specialist	\$ 90.00
Marketing/Acct./Admin	\$ 75.00
Intern	\$ 70.00

PROPOSAL AND CONTRACT CONDITIONS:

- 1. The client will provide the following and MESA has the right to rely on this information and rely on any information provided by others:
 - a. Boundary and general survey locating structures, property lines, utilities that cross the property and interior lobby plans in AutoCAD format.
 - b. Soils Report (if required).
 - c. Budgetary Considerations.
- 2. Excluded services include, however, are not necessarily limited to:
 - a. Vehicular Paving Improvements
 - b. Utilities (water, sewer, storm, electrical, cable, telephone, etc.)
 - c. Civil, Structural, Mechanical and Electrical Engineering
 - d. Architect, Irrigation designer or lighting design and associated consultant fees.
 - e. Landscape Lighting Electrical Plans
 - f. Arborist
 - g. Project Signage and Graphics
 - h. Design of new or additional elements added to the scope of work or any related off-site improvements.
 - i. Redesign of elements due to site plan changes (i.e., buildings relocated, site grading changes)
 - j. Geotechnical Information
 - k. Water features
 - 1. Illustrative plans, models, and drawings not specifically described in the Scope of Services



- m. TDLR Submittal
- n. As Built Drawings
- o. On-Site Construction Management
- p. Site Safety, Operations or Maintenance
- 3. MESA Design Associates may subcontract consultants in the performance of any services described in this agreement.
- 4. MESA Design Associates does not act as General Contractor in any way or accept responsibility for poor craftsmanship.

5. The above-described compensation for MESA Design Associates does not include the following non-labor costs:

Reimbursables:

- a. Copies
- b. Binding
- c. Printing/reprographics
- d. Photography
- e. Federal Express, courier, and/or delivery fees
- f. Mailing/Postage
- g. Blue printing, printing, or binding for bid sets
- h. Mileage (percentage allowed by IRS) currently @ .70/mi.
- i. Permits and/or registration fees
- i. Travel expenses outside of Dallas such as airfare and lodging
- k. Other products and services requested by the Client and not specifically described herein.
- I. All Jurisdictional Submittal, Permitting or Review Fees.
- m. TDLR Fees and Expenses.
- n. Sub-consultants

There will be a 10% Administrative Fee added to all reimbursable expenses.

- 6. Should the Client or Client cancel scheduled meetings with less than 72 hours' notice, MESA reserves the right to invoice the Client or Client for all related National travel and accommodation expenses incurred.
- 7. Either Party may terminate this contract with (7) seven days' written notice to the other party. Upon termination, MESA will be paid for all work performed, including reimbursable expenses, through the date of termination.
- 8. Should the project go "on hold" for more than sixty (60) days, the Consultant reserves the right to charge a \$600.00 restart fee when the project resumes. MESA's fees for the remaining services and the time schedules shall be equitably adjusted.
- 9. This agreement is to be governed by the laws of the State of Texas. Compensation for all services shall be paid in Dallas, Dallas County, Texas.
- 10. In the event disputes are not satisfactorily resolved through informal discussions, the Client and MESA agree that all disputes between them arising out of or relating to this agreement, or the Project shall be submitted to nonbinding mediation. In the event the parties to this agreement are unable to reach a settlement through mediation, then such disputes shall be settled by litigation, in a court of competent jurisdiction.
- 11. **Invoice Terms: Net thirty (30) days from invoice date.** A finance charge of 1% per month (12% per annum) will be added to accounts over thirty (30) days past due. Client agrees to pay reasonable attorney's fees incurred by MESA to collect on unpaid invoices. MESA reserves the right to file a property lien if invoices go over sixty (60) days past due.



- 12. If the client fails to make payments to MESA in accordance with this agreement, such failure shall be considered substantial non-performance and cause for termination or, at MESA's option, cause for suspension of performance of service under this agreement. If MESA elects to suspend service, prior to suspension of services, MESA shall give seven (7) days written notice to the Client. In the event of a suspension of services, MESA shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services. Client agrees to hold MESA harmless and completely indemnify MESA from and against all damages, costs, attorney's fees, and/or other expenses which MESA may incur because of any claim by any person or entity arising out of such suspension of work. Before resuming services, MESA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MESA's services. MESA's fees for the remaining services and the time schedules shall be equitably adjusted.
- 13. The hourly rates and multiples for services of the Consultant and Consultant's sub consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices annually or as agreed upon between the Client and Consultant. MESA reserves the right to adjust hourly-based contracts and additional service fees to compensate for inflation increases annually.
- 14. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337; tele: 512.305.9000; fax: 512.305.9005; e-mail: www.tbae.state.tx.us.
- 15. LIMITATION OF LIABILITY: to the maximum extent permitted by law, the Client agrees to limit MESA's liability for the Client's damages to two times the fees indicated in this proposal. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 16. By making visits to the site, MESA is not assuming the responsibilities of the builder, Construction Manager, Construction Superintendent or any of their agents or subcontractors.
- 17. Plans, drawings and specifications or other writings or documents prepared or provided by MESA hereunder are prepared for this Project only but may be used by MESA for purposes of illustrating the scope and nature of project involvement. MESA shall provide Client with a reproducible set of drawings and specifications for its records. They shall not be used by Client for other projects or extensions to the project without the express written permission of MESA.
- 18. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MESA from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising out of the use or modification by the Client to any reports, plans, specifications or other construction documents, including electronic files, prepared by MESA if such use or modification has not been explicitly approved in writing by MESA and its sub consultants. This indemnification provision shall survive the termination of this Agreement.
- 19. It is expressly understood and agreed that MESA shall not have control of, or charge of, or be responsible for construction, means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the Project or for the acts or omissions of any contractor, subcontractor or other persons performing work for the Project and Client shall indemnify MESA and hold MESA harmless from and against any and all claims, demands, losses, costs, third party beneficiaries, liabilities and damages including, without limitation, reasonable attorney's fees and expenses, incurred by MESA and arising out of or related to any of the aforesaid.
- 20. Notwithstanding any other provision of this Agreement, MESA and MESA's sub consultants shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances.

Note: Please return a signed copy to MESA.



- 21. The Client agrees to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement.
- 22. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either MESA or the Client. MESA's services under this agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against MESA because of this agreement or the performance or nonperformance of services hereunder.
- 23. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MESA, its officers, directors, employees, and sub consultants (collectively, MESA) against all damages, liabilities, or costs, including reasonable attorney's fees and costs, to the extent caused by the Clients negligent acts or breach of this agreement, and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor MESA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 24. This document supersedes all previous discussions and documents, if any, and may only be amended by written agreement between the parties.
- 25. If any term of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
- 26. In providing services under this Agreement, MESA shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. MESA makes no warranty express or implied, as to its professional services rendered under this agreement.
- 27. MESA shall retain ownership of all reports, drawings, plans, specifications, electronic files, videos, field data, notes and other documents and instruments prepared by MESA as instruments of service. MESA shall retain all common law, statutory and other reserved rights, including without limitation, all copyrights thereto.
- 28. Force Majeure. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, pandemics, disease, acts of God such as fires, hurricanes, floods, or tornadoes.

Respectfully submitted,	Acceptance of Proposal and Contract Terms and Conditions:
MESA Design Associates, Inc.	City of Rockwall, TX
Stor Rlowan	Ву:
Stan R. Cowan	Authorized Representative
Senior Principal	·
for steff	Date
Joe Steffes, ASLA	
Principal	

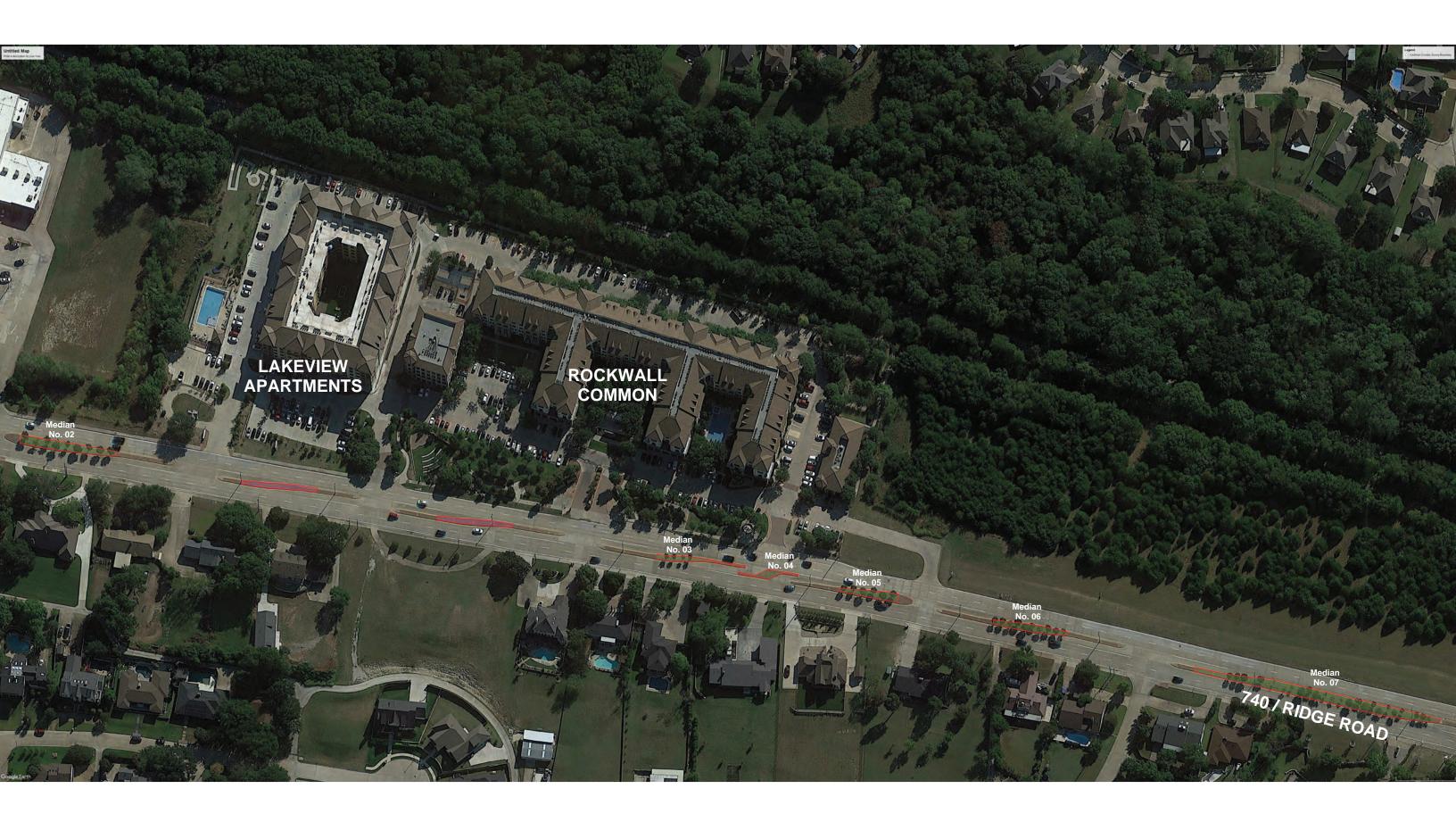


EXHIBIT C:

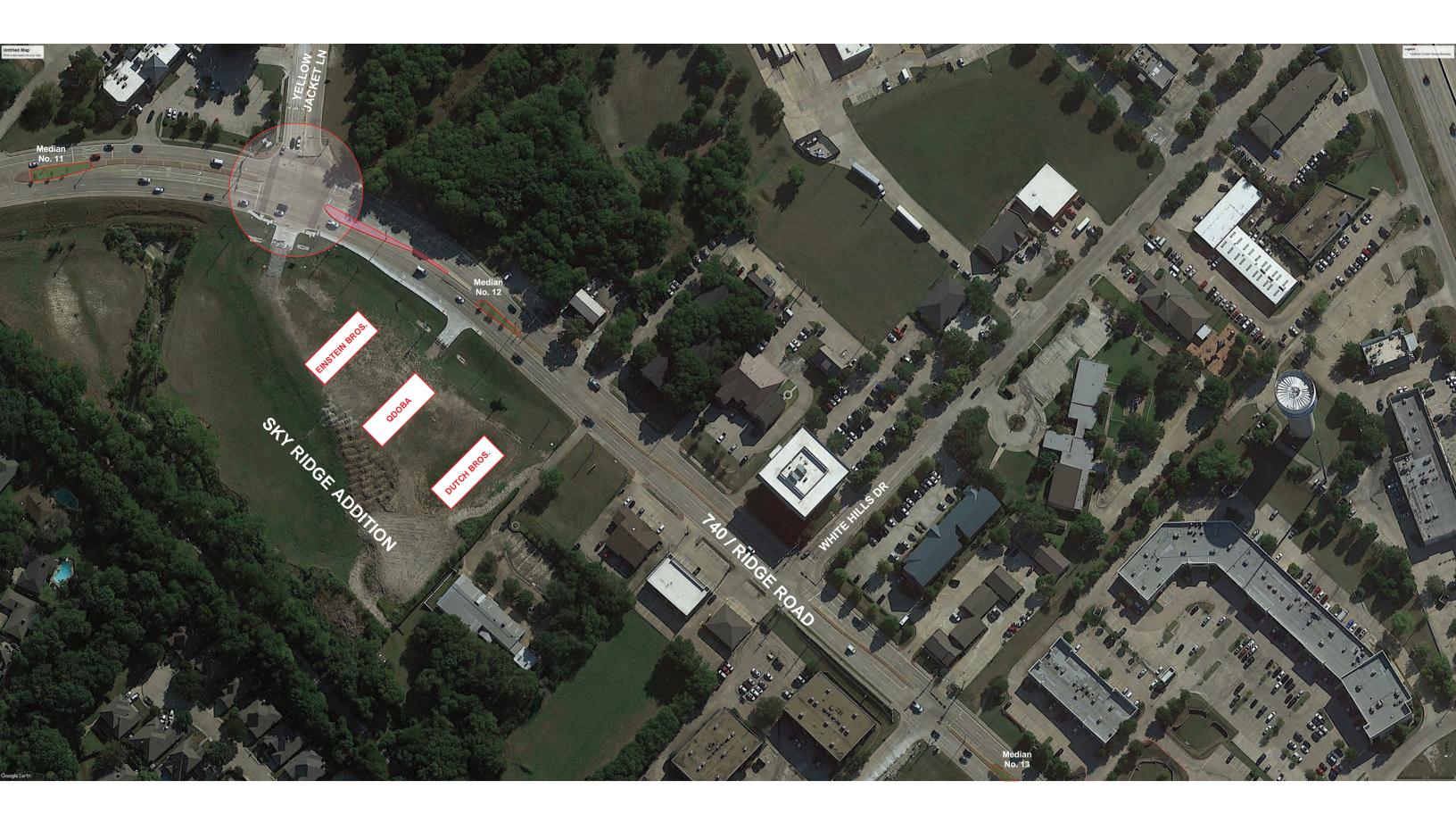
Limit of Work - Stage 1

(See following five pages for Site Diagrams highlighting the Limit of Work)









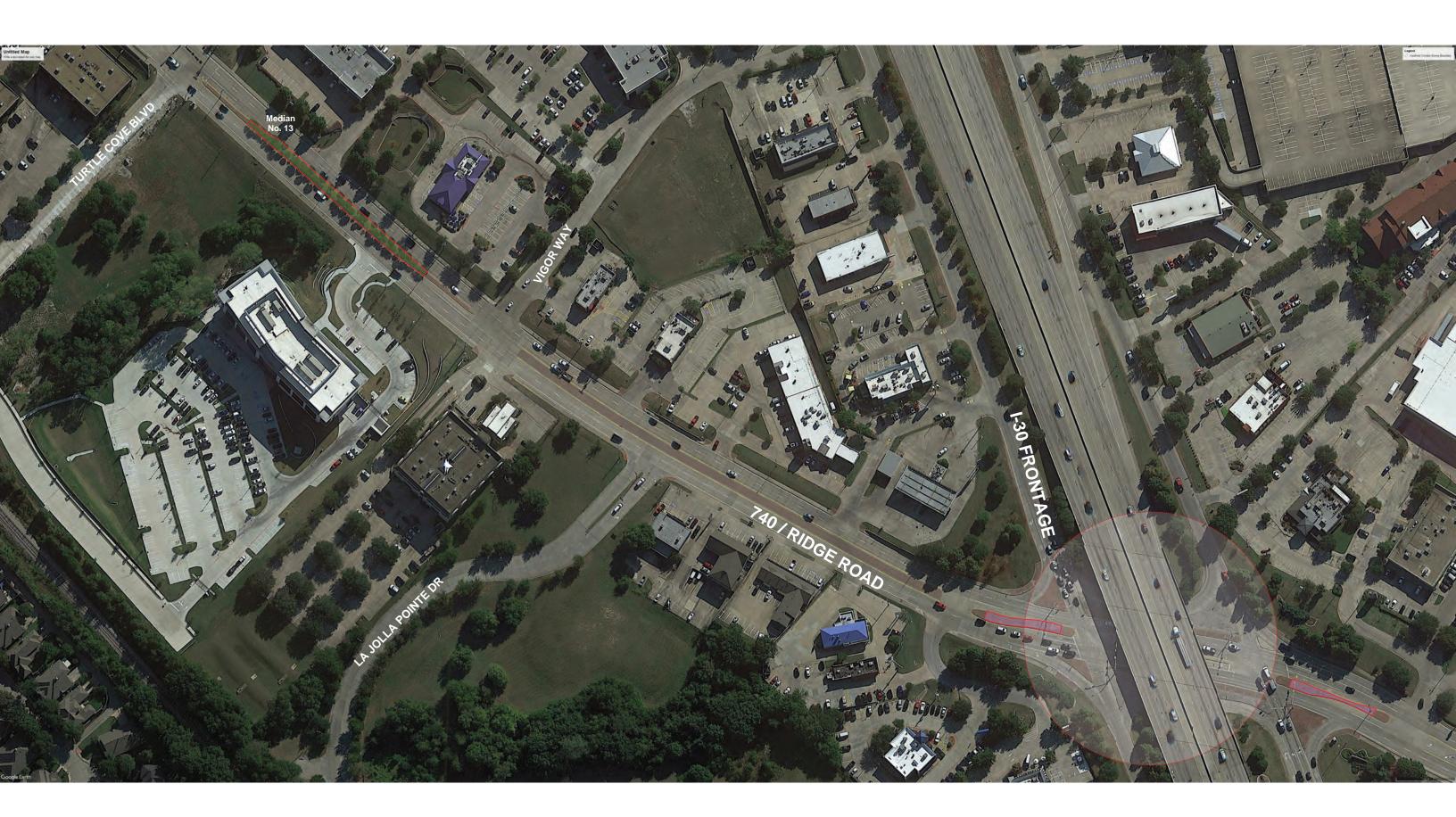




EXHIBIT D:

Computer Generated 3D Modeling | Level of Design (LOD) Guide

(See following page for the 3D Modeling Guide)



LEVEL OF DESIGN (LOD) GUIDE

SCHEMATIC DESIGN ALTERNATIVES

Study model with basic topography (design grades only), buildings, hardscape, and softscape meant to portray spatial relationships of design.

OUTPUT: Still Images PIPELINE: SketchUp

LOD 150

Compilation of LOD 100 video sequences with integrated music meant to communicate the user

experience.

OUTPUT: Still Images/Video Clip PIPELINE: SketchUp



REFINED SCHEMATIC DESIGN

LOD 200

Model with basic textures and architectural massing, intermediate topography (typically includes survey grades and design grades), and site study meant to portray general design intent.

OUTPUT: Still Images PIPELINE: SketchUp

LOD 225

Redesign of elements due to site plan changes (i.e., building relocation, site grading changes). Revisions to the design (and subsequent computer generated 3D modeling) that affect major site elements to be billed as additional services.

OUTPUT: Still Images PIPELINE: SketchUp/Lumion



SCHEMATIC DESIGN VIDEO

Compilation of LOD 200 video sequences with integrated music meant to communicate the user experience.

OUTPUT: Presentation Video Clips PIPELINE: SketchUp/Lumion/Premier

Compilation of fully rendered still images and video sequences with integrated music, annotation, animated graphics, and branding elements that are combined to communicate both the design intent and user experience.

OUTPUT: Communication Video **PIPELINE**: SketchUp/Lumion/After Effects/Premier



DESIGN DEVELOPMENT

LOD 300

Model with rendered architecture, advanced topography, and colors/finishes to match the specified materials. Includes site study meant to portray spatial relationships and materials throughout the overall site design.

OUTPUT: Still Images PIPELINE: SketchUp/Lumion

Redesign of elements due to site plan changes (i.e., building relocation, site grading changes). Revisions to the design (and subsequent computer generated 3D modeling) that affect major site elements to be billed as additional services.

OUTPUT: Still Images PIPELINE: SketchUp/Lumion



DESIGN DEVELOPMENT VIDEO

LOD 350

Compilation of LOD 300 video sequences with integrated music meant to communicate the user experience.

OUTPUT: Presentation Video Clips **PIPELINE**: SketchUp/Lumion/After Effects/Premier

Compilation of fully rendered still images and video sequences with integrated music, annotation, animated graphics, and branding elements that are combined to communicate both the design intent and user experience.

OUTPUT: Communication Video **PIPELINE**: SketchUp/Lumion/After Effects/Premier

- 1. All 3D models (including the resultant still images and videos) and the design shown are the property of MESA Design Associates, known also as MESA. *The reproduction, copying, or use of this drawing without written consent of MESA is prohibited and any infringement will be subject to action. © Copyright 2021 MESA
- Designs depicted in 3D models are conceptual in nature and are considered preliminary and subject to change.
- 3. LOD 400 and LOD 500 (as defined by AIA or similar entity) computer generated 3D modeling is excluded from the scope of work associated with this proposal and contract for professional services.
- 4. MESA reserves the right to prepare partial LOD 400 computer generated 3D model vignettes as supplemental material for CA/CO purposes only *To be provided for your information only
- 5. All video files to be provided in MP4 format.



EXHIBIT E:

Limit of Work - Stage 2

(See following page for a Site Diagram highlighting the Limit of Work)









Description



MEDIAN INCLUDED IN SCOPE OF SERVICES

MEDIAN INCLUDED IN SCOPE OF SERVICES





MEDIAN INCLUDED IN SCOPE OF SERVICES



MEDIAN INCLUDED IN SCOPE OF SERVICES



MEDIAN INCLUDED IN SCOPE OF SERVICES

ROCKWALL FM 740 STREETSCAPE IMPROVEMENTS



2001 North Lamar St, Suite 100 Dallas, Texas 75202 214.871.0568 tel 214.871.1507 fax

Texas Department of Transportation
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DESIGN SCOPE

DESIGN	FED.RD. DIV.NO.	STATE PROJECT NO.		HIGHWAY NO.
GRAPHICS	6			FM 740
OIVAI TIICS	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK	TEXAS	18	ROCKWALL	
CHECK	CONTROL	SECTION	JOB	L0.37
CHECK	1014	03	063	
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PROPOSED MEDIAN DESIGN STUDY MODEL City of Rockwall, TX MESA City of Rockwall She New Horizon **PROJECT INFORMATION:**

Highway: FM 740 / Ridge Road
Project Limits From: SH 205 / S. Goliad St.
Project Limits To: I-30 Frontage Rd.

THIS GRAPHIC IS AN ARTIST RENDERING FOR CONCEPTUAL PURPOSES ONLY AND DOES NOT NECESSARILY DEPICT THE PROJECT AS IT MAY FINALLY BE DEVELOPED. THE DESIGN IS SUBJECT TO CHANGE of 256



CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Mary Smith, City Manager

Joey Boyd, Assistant City Manager

FROM: Travis E. Sales, Director Parks, Recreation and Animal Services

DATE: October 20,2025

SUBJECT: Ben A. Kultts Master Plan

This professional services contract is for a park master plan for the Ben A. Klutts park. Park staff will work side by side with Freese and Nichols to produce a master plan that provides the "Go outside and play" spirit throughout the site. Initial thoughts are that this would be a passive park with possibilities of water features, walking trails, meadows, open spaces, gardens, etc.

Professional Services Contract

The 2025-2026 budget included a \$150,000.00 line item for this project and the project time-line is 6 to 8 months from date of notice to proceed.

Professional services contract is attached

Staff asks City Council to consider authorizing the City Manager to execute this professional services contract with Freese and Nichols to provide a master plan for Ben A. Klutts Park in the amount of \$116,721.00.

SCOPE OF WORK BEN E. KLUTTS PARK

Rockwall, Texas

October 10, 2025

I. PROJECT DESCRIPTION

Freese and Nichols, Inc. ("FNI") will perform professional design services for the City of Rockwall ("City") for the preparation of a Site Master Plan for Ben E. Klutts Park. The purpose of the project is to assist the City in engagement of the community for programming and visioning, concept master planning and cost estimating to assist the City in guiding the parks future development. The Scope of Services listed below are based upon the City's email and scope of work outline dated May 23, 2025. This scope of services does not include schematic design, design development, construction documentation or construction administration services related to the development of the proposed park improvements.

II. ASSUMPTIONS

- A. The project planning area will encompass approximately 50 acres at the northeast corner of South FM 549 and FM 1139 in the City of Rockwall, Texas. See Exhibit A.
- B. The project program is anticipated to focus on passive design elements such as gardens, open space and trails.
- C. All meetings identified in the scope of services below will run concurrently with Alma Williams Park scope of work including the kick-off meeting/site investigation, visioning and programming meetings, concept development meetings and council meetings.
- D. The City will provide readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein and as listed below. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City. All such information shall be provided to FNI, and any costs associated with acquisition of information will be borne by the City.
 - Site Survey in AutoCAD format (If Available)
 - Property Plat or Boundary Survey in AutoCAD format (If Available)
 - Existing Utility Data (Electrical, Sanitary Sewer and Water) in AutoCAD format
 - Utility and/or access easement information
- E. FNI is not responsible for acquiring Right of Entry to any property associated with the scope of services. If required for completion of the project tasks, the City shall be responsible for the facilitation and coordination with all property owners for any data collection, field assessment and/or site investigations.
- F. The City will be responsible for distributing, coordinating and facilitating all submittal milestone deliverables to all necessary stakeholders and providing FNI with organized review comments and feedback from all applicable agencies.
- G. In addition to any base map data provided by the City (as described above), FNI will utilize publicly available data (aerial ortho imagery, county GIS data, record drawings, etc.) to

supplement City provided data. All supplemental information will be used in the assessment, review, and master planning of the proposed improvements.

III. PHASE 1 SCOPE OF SERVICES – BASIC PROFESSIONAL SERVICES

TASK 1 | PROJECT MANAGEMENT AND QUALITY PROGRAM

- A. Project Management Coordination, Communications and Reporting:
 - i. FNI will coordinate with coordinate monthly on progress reporting and project invoicing.
 - ii. FNI will implement quality review program and perform QA/QC on all client deliverables.

Deliverables for Project Management Task:	Meetings:
Monthly invoicing and Progress Reports (PDF)	Meetings with sub-consultant
	as needed

TASK 2 | KICK-OFF MEETING AND BASE MAP PREPARATION

- **A. Kick-Off and Site Investigation Meeting:** FNI will attend one (1) meeting with the City to kick off the project and review the park programming elements and conduct a walk-through of the site to inventory existing site features.
- **B. Data Collection:** FNI will gather and review available project data relevant to the project study area. Relevant project data may include the following:
 - i. Google Earth and/or NearMap aerial photography and mapping
 - ii. Available topographical data
 - iii. FEMA Flood Insurance mapping
 - iv. City of Rockwall water/wastewater utilities
 - v. Available overhead and/or underground electrical line
 - vi. Park as-builts
 - vii. Available Texas statewide environmental, historic and cultural resource data
- C. Base Map and Existing Conditions/Constraints Mapping: FNI will utilize the information provided by the City and collected relevant project data to prepare a base map for the master plan work. During Site Visit listed above, FNI will assess on-site features, limitations, constraints, circulation patterns and other notable opportunities/constraints that may affect the master plan or presumptive programing of the site. FNI will prepare an Existing Conditions exhibit which graphically indicates areas of the site that are appropriate for development along with logical access points and other pertinent features.

Deliverables for Kick-off Meeting and Base Map	Meetings:
Preparation Task:	
 Base Map and Existing Conditions Constraints Map (PDF) 	 Kick-off Meeting and Site Investigation (in-person)
Minutes from the Kick-off Meeting (PDF)	

TASK 3 | VISIONING AND PROGRAMMING

- A. Community Visioning and Programming Meeting: FNI will conduct a community visioning and programming meeting. The objective of the meeting will be to present the base map and existing conditions constraint findings and hold a visioning and programming discussion with the goal to use the feedback in the development of a project vision statement and program list. The city will be responsible for identifying the appropriate stakeholders for this task and coordinating their invitation to the meeting. FNI assumes that this will be a series of in-person meetings conducted over the course of one (1) day. FNI will provide two (2) staff members to attend and facilitate the meeting.
- **B.** City Visioning and Programming Meeting: FNI will conduct a city visioning and programming meeting with City Staff. The objective of the meeting will be to present the base map and existing conditions constraint findings and hold a visioning and programming discussion with the goal to use the feedback in the development of a project vision statement and program list. FNI assumes that this will be a virtual meeting prior to Task 3A.

Deliverables for Visioning and Programming Task:	Meetings:
Minutes from the Community Visioning and Programming Meeting (PDF)	 Community Visioning and Programming Meeting (in- person)
Minutes from the City Visioning and Programming Meeting (PDF)	 City Visioning and Programming Meeting (virtual)
Vision Statement and Programming List (PDF)	

TASK 4 | PRELIMINARY MASTER PLAN CONCEPT DEVELOPMENT

- **A. Preliminary Concept Alternatives:** Based on the City approved vision, goals and program, FNI will prepare two (2) Preliminary Concept Plans for the proposed park improvements and approved program summaries. The concept plans will be prepared as a trace overlay format, provided to the City, full size and to a measurable scale. For each option, FNI will depict the proposed buildings, park features, circulation paths and adjacent parking. Site civil requirements such as grading, utilities, storm water etc., will not be considered as part of this scope.
- **B.** Opinion of Probable Cost: Based upon the Preliminary Concept Alternatives, FNI will prepare two (2) opinions of probable construction costs (OPCC) for the proposed improvements for each concept alternative. FNI's OPCC will be based on the quantities derived from each Concept Plan and on the unit prices current at the time of the preparation of the OPCC.
- C. Preliminary Concept Alternatives Community Review Meeting: FNI will conduct a Preliminary Concept Alternatives Review Meeting with the community to present and discuss the proposed concept alternatives and gather feedback and direction prior to

proceeding with the Final Concept Master Plan. The city will organize the meeting location and time and will create and distribute meeting pamphlets, comment cards and fliers as needed. FNI assumes this will be an "open house" style meeting with no formal presentation. FNI will provide two (2) staff members to attend and facilitate the meeting.

D. Preliminary Concept Alternatives City Review Meeting: FNI will conduct a Preliminary Concept Alternatives Review Meeting with City Staff to present and discuss the proposed concept alternatives and summarize community feedback and direction prior to proceeding with the Final Consensus Concept Master Plan. FNI assumes that this will be a virtual meeting.

Deliverables for Preliminary Master Plan Concept Development Task:	Meetings:
Minutes from the Preliminary Concept Alternatives Community Review Meeting (PDF)	 Preliminary Concept Alternatives Community Review Meeting (in-person)
 Minutes from the Preliminary Concept Alternatives City Review Meeting (PDF) 	 Preliminary Concept Alternatives City Review Meeting (virtual)
Two (2) Preliminary Concept Alternatives	
 Two (2) Opinion of Probable Costs 	

TASK 5 | FINAL MASTER PLAN CONCEPT DEVELOPMENT

- **A.** Final Concept Master Plan: Based on comments received during the Preliminary Concept Review Meetings, FNI will prepare one (1) final consensus master plan showing plan layouts that help communicate the design intent and vision of the project.
- **B.** Opinion of Probable Costs: Based upon the Final Concept Master Plan, FNI will prepare an opinion of probable construction costs (OPCC) for the proposed improvements. FNI's OPCC will be based on the quantities shown in the Final Concept Master Plan and on the unit prices current at the time of the preparation of the OPCC.
- **C. Sketch Renderings:** FNI will create up to three (3) perspective renderings that illustrate the intent and vision for the project.
- **D.** Final Concept Master Plan City Review Meeting: FNI will conduct a Final Concept Master Plan Review Meeting with City Staff to present and discuss the final concept and gather feedback and final comment. FNI assumes that this will be a virtual meeting prior to Task 5E.
- E. Final Concept Master Plan Community Review Meeting: FNI will conduct a Final Concept Master Plan Review Meeting with the community to present and discuss the proposed final concept master plan and gather feedback and final comment. The city will organize the meeting location and time and will create and distribute meeting pamphlets, comment cards, and fliers as needed. FNI assumes this will be an "open house" style meeting with no formal presentation. FNI will provide two (2) staff members to attend and facilitate the meeting.

- **F.** Concept Master Plan Updates: Based on feedback received during the Final Concept Master Plan City and Community Review Meetings, FNI will make final updates prior to the Council Adoption meeting.
- **G. Council Adoption:** FNI will prepare and conduct, with the assistance of City Staff, a final presentation of the master plan to the City Council for plan adoption.

Deliverables for Final Master Plan Concept Development Task:	Meetings:
 Minutes from the Final Concept Master Plan Community Review Meeting (PDF) 	 Final Concept Master Plan Community Review Meeting (in-person)
 Minutes from the Final Concept Master Plan City Review Meeting (PDF) 	 Final Concept Master Plan City Review Meeting (virtual)
One (1) Final Concept Master Plan	Council Meeting (in-person)
One (1) Opinion of Probable Cost	
Three (3) Sketch Renderings	·

IV. ADDITIONAL SERVICES

Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by City, are described as follows:

- A. Providing renderings, model, and mock-ups requested by the City. Additional 3D renderings can be prepared for \$4,500 each.
- Revising drawings or other report documents when such revisions are not consistent with approvals or instructions previously given by City or due to other causes not solely within the control of FNI.
- C. Topographical Survey.
- D. Boundary survey is not included. Assumed lot limits and R.O.W will be shown to within a +/- 1 foot of accuracy.
- E. Hydraulic analysis.
- F. Meeting or trips in excess of the number of meetings included in Article I for site visits, coordination meetings, or other activities. Additional meetings can be requested by the City for an additional service.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

- H. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- I. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- J. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- K. Expert representation at legal proceedings or at contested hearings.

V. BASIS OF COMPENSATION

Freese and Nichols agree to perform Basic and Special Professional Services outlined in the Scope of Services for a lump sum fee of \$116,721.00 (Task 1 through 5). (Note: scope task items can be added, removed or modified based on the City's priorities, needs and budget, subject to prior written approval by FNI).

Gregg-Clarke Park

Basic Services by Task:		Lump Sum Fee:
Task 1 – Project Management		\$9,399.00
Task 2 – Kick Off Meeting and Base Preparation		\$12,195.00
Task 3 – Visioning and Programming		\$11,551.00
Task 4 – Preliminary Master Plan Concept Development		\$35,143.00
Task 5 – Final Master Plan		\$48,434.00
	Total	\$116,721.00

Billing will be monthly as work progresses. Reimbursable expenses will be in addition to the Master Planning Services cost. These expenses include, but may not be limited to such items as: reproduction costs, computer plotting, printing, mounting, travel/mileage, travel/tolls, copies, photography, meals, couriers/deliveries, etc.

VI. SCHEDULE

FNI assumes that the entirety of the proposed scope can be complete and delivered to the city within 6-8 months after Notice-to-Proceed is given to FNI by the City. This schedule may be extended due to the length of review periods or scheduling of public meetings.

Exhibit A





MEMORANDUM



TO: Mayor and City Council

FROM: Kenneth Cullins, Fire Chief

DATE: October 20, 2025

SUBJECT: Authorization to Execute Contract Agreement with First Due Holdings, Inc.

The Rockwall Fire Department respectfully requests the City Council's consideration to authorize the City Manager to execute a contract agreement with First Due Holdings, Inc. for implementation of a comprehensive Records Management System (RMS) for the Fire Department.

The proposed system will replace our current software, which is no longer capable of meeting federal reporting requirements for incident data and related operational records. First Due's platform will provide a compliant, integrated, and efficient solution to support accurate reporting, data analysis, and operational readiness.

Funding for this contract will be provided from the Fire Department Operations Budget.

We appreciate your consideration of this request.



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **September 30**, **2025** (the "Effective Date") is made by and between First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due ("First Due"), and the **Rockwall Fire Department** located at **385 S Goliad St**, **Rockwall, TX 75087** (the "Customer").

- 1. Service Access and Use Agreement. First Due maintains a website through which Customer members may access First Due's First Due Size-Up™ Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. First Due agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
- 2. Credential Management, Data Submission, and License Rights. First Due may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes First Due to act on any instructions present receives from users of the Service who and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). First Due also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". First Due may acquire Data from third party public and/or private sources in First Due's discretion. In addition, the Customer will upload to the Service or otherwise provide to First Due in such form and using such methods as First Due reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by First Due. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to First Due a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to First Due by the Customer in connection with the development, operation, and performance of First Due's business, including but not limited to the Service.
- 3. Data Use, Disclaimers, and Limitations of Liability. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that First Due, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which First Due has no control and for which First Due assumes no responsibility. First Due makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does First Due make any representation or warranty regarding the accuracy or reliability of the Data received by First Due. First Due provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.
- **4. Customer Equipment and Technical Requirements.** The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for

the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). First Due shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to First Due ("Technical Problems").

- 5. Term and Termination. This Agreement will be effective for an initial term of 12 months (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of 12 months each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. First Due reserves the right to increase Customer's renewal Service fees by no more than 5% per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
- **6. Effects of Termination and Reservation of Rights.** Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 15 and 19 through 23 hereof shall survive any termination or expiration of this Agreement.
- 7. Fees, Additional Services, and Taxes. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). First Due may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on First Due's income).

8. Intellectual Property and Data Rights.

- a. First Due IP. First Due owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by First Due to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by First Due, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
- b. Customer Data. Customer shall own all Customer data and upon termination or written request, First Due shall provide Customer data to Customer.
- c. De-Identification. Customer acknowledges and agrees that First Due may use Customer data to generate a de-identified data set (a "Data Set") in accordance with the then-current HIPPA de-identification standards set forth in 45 CFR § 164.514(b). Once de-identified, the Data Set will no longer constitute identifiable Customer data or "Protected Health Information", as defined under HIPAA at 45 CFR 160.103. Subject to applicable laws, First Due may, in its sole discretion, transform, analyze, distribute, redistribute, create derivative works of, license, disclose to third party researchers, or otherwise use such Data Set.

9. Confidentiality.

a. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed First Due's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

- b. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with this Section 9 or otherwise are bound under substantially similar confidentiality restrictions.
- c. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9(a) or 9(b) by the other party, any of its employees, agents or consultants.
- 10. Limited Warranty. FIRST DUE REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, FIRST DUE MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES FIRST DUE WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.
- 11. Service Levels and Support Obligations. First Due will provide the Service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. First Due will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given		24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue	4 hours from receipt of initial notice from the	3 days from receipt of initial notice from the	15 days from receipt of initial notice from

Customer, or	Customer, or	the Customer, or
discovery, of the error	discovery, of the error	error discovery

- 12. Warranty Limitations and Disclaimers. EXCEPT AS SET FORTH ABOVE IN SECTION 10, FIRST DUE MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. FIRST DUE SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
- 13. Customer Representations, Data Rights, and Use Restrictions. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to First Due, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

14. Indemnification.

- a. First Due will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by First Due of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third-party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
- b. The Customer will indemnify, defend and hold First Due harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 13(a) or result from the gross negligence or willful misconduct of First Due.
- c. Such indemnification under Sections 14(a) and 14(b) will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
- 15. Limitation of Liability. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER

TO FIRST DUE WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

- **16. Notices.** All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
- 17. Assignment. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. First Due may assign this Agreement or any rights or obligations hereunder to any First Due affiliate or in connection with the merger or acquisition of First Due or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
- **18. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texax.
- 19. Modifications. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
- **20. Third Party Beneficiary.** The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
- 21. Force Majeure. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
- 22. Training Content Disclaimer. As related to First Due's Basic Training Records, Advanced Training Records, and Advanced Training Records with Content modules and associated Training Content, First Due's products are intended to be used by certified instructors and are designed to be integrated into a broader curriculum that includes digital, online, or in person classroom instruction, hands-on practice and the use of educational materials. Some practices or procedures shown may differ from Licensee's competency and procedural requirements. First Due makes no warranty, expressed or implied that the information presented will satisfy any particular situation or need or that any demonstrated procedure is safe. First Due disclaims any liability, loss or risk resulting directly or indirectly from the Training Products.
- **23. Entire Agreement and Severability.** This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
- **24. Headings**. The headings and titles in this Agreement are for convenience of reference only and shall not affect the meaning, interpretation, or construction of any provision of this Agreement. They are not intended to be part of the substantive terms and shall not be used to interpret the intent of the parties.
- 25. Agreement Billing Information.
 - a. Accounts Payable Contact

	Name:	-
	Email:	-
	Phone:	-
b.	Tax Exempt	
	If yes, please email a copy of the Exempt Ce	rtificate to accounting@firstdue.com

(c.	Purchase Order Required					
IN WITNESS WHEREOF , the parties have executed this Agreement as of the Effective Date set forth above. The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective parties.							
FIRST DUE HOLDINGS, INC., Rockwall Fire Department THROUGH ITS WHOLLY-OWNED SUBSIDIARY LOCALITY MEDIA, LLC DBA FIRST DUE							
Ву:	(S	ignature)	Ву:	(Signature)			
Name:	(0		Name:	(oightails)			
Title:		_	Title:				
Date:			Date:				



Exhibit A Quote

Customer Name: Rockwall Fire Department

Billing Address: 385 \$ Goliad \$t

Rockwall, TX 75087

Subscription Start: September 30, 2025

Initial Term: 12 months **Annual Subscription:** \$35,766.00

Quote Number: Prepared By: Valid Until: 1545132000447188025 Rachael Landman December 31, 2025

Product Details

Occupancy Management & Pre-Incident Planning

Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.

Responder

Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.

Hydrant Management – Advanced

Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, hydrant setup, hydrant service checklist, data management, mapping, service inspections, hydrant flow test and reporting.

Inspections

Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.

Investigations

Organize, analyze, and document investigations, keeping case information secure and separated from, but integrated with other modules.

Incident Reporting - NFIRS

NFIRS Incident Documentation, State and Federal Compliance with automated submission.

Schedulina

Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.

Personnel Management

Store, Manage and Access Employee Records including demographic data, certifications and employment information.

Advanced Training Records with Content

Assign Training, Record Completions, View Training Logs, and Manage Certifications. Enables the administration, assignment, and delivery of online training course content. This module also allows users to upload SCORM files to deliver online training to end users. Advanced Training Records Content Packages included with this purchase are listed below separately.

Fire & EMS Training Bundle Content Package - Fire Engineering

Includes access to First Due's Interactive Fire & EMS Training Bundle for use in the administration, assignment and delivery of web-based training through First Due Advanced Training Records with Content. Qty/Licenses: 64

This Training Content is subject to the Fire Engineering Training™ Subscription Services Terms and Conditions (the "FET Terms"), which are attached to and made part of the Agreement. The Customer understands and agrees that Clarion Events, Inc. is responsible solely for the obligations contained within the FET Terms, and First Due is responsible for all other obligations contained in your agreement.

Events & Activities

Create Events, View Global Activity Log, and Access Global Calendar.

Assets & Inventory

Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

Fire Data Bundle Advanced Analytics

Includes access to First Due's pre-built "Fire Accreditation" and "Response Time Analysis" reports and dashboards.

SSO Integration

Connection to supported SSO platform (Microsoft Azure, Microsoft Active Directory Federated Services, Okta or IAMS).

CAD Integration (Other)

Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.

Essentials Online Training Package

Up to 4 Hours Online Training with certified First Due Instructor

Essentials Onsite Training Package

Up to 5 Day Onsite Training with 1 certified First Due Instructor

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal Subscription Fees Subtotal

\$ 16,800.00 \$ 35,766.00

Grand Total*

\$ 52,566.00 *Excluding Tax

Statement of Work. The attached Statement of Work will detail the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Quote.

Invoicing and Payment Terms. The above-listed Grand Total will be invoiced on or around the Subscription Start date and due within thirty (30) days from the date of the invoice. For subsequent annual periods, the Service fees are due and payable annually in advance.

Electronic ACH payment Information. Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



Statement of Work

For

Rockwall Fire Department
Quote Number: 1545132000447188025

1. Introduction

1.1 Purpose

The purpose of this Statement of Work ("SOW") is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for Customer from First Due for the purchased product(s) set forth in this Exhibit A ("Purchased Products").

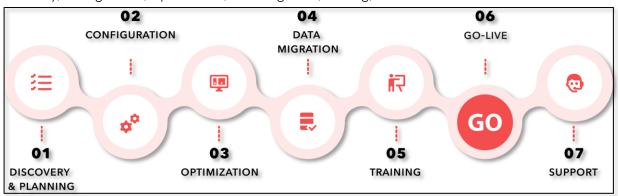
1.2 Scope

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- Implementation Manager: Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- Implementation Product Specialist(s): While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.
- Customer Success Manager: As the point person after project completion, the Customer Success
 Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition

to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

• **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

- 2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.
 - Key Meeting(s): Project Kick-Off, CAD Kick-Off, Data Migration Planning
 - Milestone(s): Project Kick-Off, System Access
 - **Customer Task(s):** Fill Discovery Questionnaires
 - Deliverable(s): Welcome email, Initial Account Set-Up, System Logins Provided
- 2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.
 - **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
 - Milestone(s): N/A
 - Customer Task(s): Configuration Prep Work (per module)
 - **Deliverable(s):** Initial Module Configuration
 - **Scope:** All Purchased Products
- 2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays ontrack.
 - Key Meeting(s): Module Optimization Sessions (1-2 per module)
 - Milestone(s): Module Acceptance and Sign-Off (1 per module)
 - **Customer Task(s):** Optimization Prep Work (UAT per module)
 - **Deliverable(s):** Module Optimization resulting in Customer Acceptance
 - **Scope:** All Purchased Products

- 2.3.4 Data Migration: Data Migration will occur throughout the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.
 - **Key Meeting(s):** Data Migration Planning
 - Milestone(s): Data Migration Sign-Off
 - **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
 - Deliverable(s): Data Migration Plan, Data Mapping Assistance, Data Import
- 2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.
 - **Key Meeting(s):** Training Planning, Training Sessions
 - Milestone(s): Training Completed
 - Customer Task(s): Coordinate staff to be trained
 - **Deliverable(s):** Training Plan and Training Session(s)
- **2.3.6 Go-Live**: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.
 - Key Meeting(s): Go-live planning, Post Go-live Check-Ins
 - Milestone(s): System Acceptance, Go-live
 - Customer Task(s): Final Testing
 - **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)
- **2.3.7 Transition to Customer Success**: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.
 - **Key Meeting(s):** Customer Success Transition Meeting
 - Milestone(s): Transition to Customer Success and Support
 - Customer Task(s): N/A
 - Deliverable(s): N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this SOW, the Customer shall receive:

- Formal training as outlined in Exhibit A
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this SOW will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this SOW, First Due will Implement all integrations and relevant scope outlined in Exhibit A. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this SOW, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

Online: https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support

Email: <u>support@firstdue.com</u>

Phone: (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our <u>online Support Center</u>. Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this SOW will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to Section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.



Subscription Services Terms and Conditions

The following terms and conditions (the "Agreement") apply to all Subscription Services, as defined below, purchased by the entity or individual using the Subscription Services (the "User") from Clarion Events, Inc. ("Clarion Events"). If purchased on behalf of others, the User represents and warrants that all individuals who have access to the Subscription Services are each considered a User and personally guarantees that all individuals will comply with the terms of the Agreement.

WHEREAS, Clarion Events has developed and implemented Fire Engineering Training and other services which can be purchased on a subscription basis (the "Subscription Services");

WHEREAS, the User wishes to purchase the Subscription Services from Clarion Events through First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due ("First Due");

WHEREAS, the User understands and agrees that Clarion Events' obligations are solely limited to the terms contained in this Agreement, and any other services or obligations which may be offered by First Due related to this Agreement or the Subscription Services are the sole obligation of First Due. For good and valuable consideration, the receipt of which is hereby acknowledged, Clarion Events and the User agree to the following:

- 1. **Term.** This Agreement becomes effective and enforceable upon the User's purchase of the Subscription Services, or the User's use of the Subscription Services, whichever occurs first. This Agreement shall remain in effect for a minimum one (1) year period commencing on the purchase date, unless a different time period is specified on any applicable order form (the "Initial Term"): provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, Clarion Events may terminate this Agreement upon written notice to the User due to the User's breach, insolvency or bankruptcy, or failure to comply with the spirit of the Agreement as determined in Clarion Events' sole discretion.
- 2. **Subscription Fee/Invoicing.** Clarion Events will invoice the User for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. The User will pay the invoiced amount by Clarion Events within thirty (30) days of the invoice date. Payment instructions are included on the applicable order form, which is attached to and made part of this Agreement, and the User agrees to comply with all such instructions. Clarion Events reserves the right to increase pricing for each Renewal Term.
- 3. Ownership of Materials; Derivative Works; Right to Use.
 - 3.1. **Learning Management System.** The User understands and agrees that part of the Subscription Services may include the use of Clarion Events' Learning Management System ("LMS"), Fire Engineering Training, as described below:
 - 3.1.1. Generally. The User acknowledges and agrees that all learning management system services, including but not limited to all online courses, videos, test banks, skills templates and all other materials provided by Clarion Events to the User from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Clarion Events, protected under U.S. copyright, trademark, patent, and other applicable law. Subject to the terms, conditions, and limitations of this Agreement, Clarion Events hereby grants the User a limited, nontransferable, revocable license to prepare derivative works of the Subscription Materials subject to the terms and conditions of this Agreement(each, a "Derivative Work"); provided, however, that the User acknowledges and agrees that Clarion Events is the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other

- intellectual property and proprietary rights therein or pertaining thereto, and the User hereby assigns and transfers to Clarion Events all right, title and interest in and to all Derivative Works, including the copyrights and other intellectual property and proprietary rights therein or pertaining thereto. The User will not remove any copyright notice or other notice of Clarion Events appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.
- 3.1.2. Right to Use; Limitations on Use. Subject to the terms, conditions, and limitations in this Agreement, Clarion Events hereby grants to the User a limited, nontransferable, revocable license to use the Subscription Materials and any Derivative Works solely for the User's internal purposes. The User shall not copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any informational storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, the User will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Clarion Events' prior written consent. The User's right to use the LMS is limited to the right expressly granted in this Agreement. All rights not expressly granted to the User are reserved and retained by Clarion Events and its licensors.
- 3.1.3. User Data. As between the User and Clarion Events, all User Data, defined as data owned by User prior to the execution of this Agreement or data not otherwise subject to a Derivative Work, is the User's property; provided that the User grants a perpetual, unlimited, royalty-free, worldwide license to Clarion Events to use User Data in an aggregated and anonymized form. The User hereby acknowledges and agrees it has read and understands Clarion's privacy policy, which can be found at https://us.clarionevents.com/privacy-policy.
- 3.2. Generally; Injunctive Relief. Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Clarion Events' trade secrets, intellectual property, Confidential Information, Subscription Materials, or the software underlying such products and services, whether by estoppel, implication or otherwise. The User may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, the User grants all rights and permissions in or relating to User Data as are necessary or useful to Clarion Events to enforce this Agreement, exercise Clarion Events' rights, and perform Clarion Events' obligations hereunder. The User acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Clarion Events to injunctive relief in addition to any other available remedy.
- 4. Warranty Disclaimer. ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND CLARION EVENTS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS IMPLIED, STATUATORY, OR OTHERWISE, CLARION EVENTS SPECIFICIALLY DICLAIMES AND THE USER SPECIFICALLY WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURCHASE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. USER UNDERSTANDS AND AGREES THAT ANY OTHER WARRANTIES OR OBLIGATIONS OFFERED BY FIRST DUE RELATED TO THE SUBSCRIPTION SERVICES OR THIS AGREEMENT ARE THE SOLE RESPONSIBILITY OF FIRST DUE.
- 5. **Disclaimer of Liability.** The User acknowledges and agrees that Clarion Events, its officers, agents, managers, and employees will have no liability to the User or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by the User or its personnel pursuant to, or in reliance on, any of the Subscription Materials. The User understands and agrees that any liability offered by First Due in relation to the Subscription Services or this Agreement shall be the sole responsibility of First Due.
- 6. **Limitation of Liability.** Clarion Events' cumulative liability to the User and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relations to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees

actually paid to Clarion Events by the User for the purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Clarion Events be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Clarion Events has been advised of the possibility of such damages. The limitations set forth in this Section 6 shall apply whether the User's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

- 7. **Indemnification.** The User agrees to defend, indemnify, and hold harmless Clarion Events, and its respective affiliates, personnel and representatives from and against all expenses, costs, claims, demands, suits, actions, proceedings, judgments, fines, penalties, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and expenses), resulting directly or indirectly from (i) any actions or omissions of the User and/or its personnel, agents and representatives that are negligent, wrongful or constitute a breach of this Agreement, or (ii) claims that the User's information, data, documentation, or other content violate the intellectual property, privacy or other rights of any third party. This indemnity provided under this provision shall survive the termination or expiration of this Agreement and is in addition and without prejudice to any other rights and/or remedies which Clarion Events may have or be entitled to under this Agreement and/or applicable laws.
- 8. **Confidential Information.** The User understands and agrees that it will be exposed to Clarion Events' confidential and proprietary information, including trade secrets, and shall not disclose such information to third parties, and is permitted to only use such information as described in this Agreement. For the avoidance of doubt, the User shall not use the Subscription Services, Subscription Materials, or any other information or documentation covered by this Agreement for any other purpose other than internal use.
- Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, without giving effect to any choice of law doctrine that would case the law of any other jurisdiction to apply.
- 10. **Entire Agreement.** This Agreement, including any applicable order forms, embodies the entire agreement and understanding of the partiers hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement or intention has been made by any party hereto that is not embodied in this Agreement. In the event of a conflict of terms between an order form, executed by the User and Clarion Events, and this Agreement, the terms of the order form shall prevail. Terms and Conditions set forth in any purchase order, or any other form or document of the User, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Clarion Events, and shall not be considered binding on Clarion Events unless specifically agreed to in writing by it.

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	e you begin. For guidance related to the purpose of Form W-9, see Pu	irpose of Form, below.											
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the busine entity's name on line 2.)									iness	/dlis re	garded		
	First Due Holdings, Inc.												
age 3.	2 Business name/disregarded entity name, if different from above.												
	Locality Media, LLC 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.								4 Exemptions (codes apply only to certain entities, not individuals;				
d w	□ Individual/sole proprietor ☑ C corporation □ S corporation □ Partnership □ Trust/estate						see instructions on page 3):						
9.00	LLC. Enter the tax classification (C = C corporation, P = Partnership)						Exempt payee code (if any)						
Print or type. Specific Instructions on page	Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. Other (see instructions)						Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)						
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Specif	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions							(Applies to accounts maintained outside the United States.)					
See	5 Address (number, street, and apt. or suite no.). See instructions. Requester's no.				name	and	add	iress (o	ptiona	ij			
	6 City, state, and ZIP code												
	Miami, FL 33133 7 List account number(s) here (optional)												
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Par	Taxpayer Identification Number (TIN)												
	your TIN in the appropriate box. The TIN provided must match the nam p withholding. For individuals, this is generally your social security num			80	cial s	ecur	ity n	umber	_			\dashv	
reside	nt alien, sole proprietor, or disregarded entity, see the instructions for I	Part I, later. For other					-		-				
entitie	s, it is your employer identification number (EIN). If you do not have a n	number, see How to ge	nt a	or					_				
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Par	Certification												
	penalties of perjury, I certify that:				la a i								
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3. I am a U.S. citizen or other U.S. person (defined below); and													
4. The	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting	ng is com	rect.									
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisi in on a bandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments													
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General Instructions New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9													
-	noted. to another flow-through entity in which it has an ownership interest. This												
relate	Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting							OI					
	after they were published, go to www.irs.gov/FormW9. What's New Under the destruction of the three any incline ct foreign partners may be require may be required to complete Schedules K-2 and K-3. See the												
	a has been modified to clarify how a disregarded entity completes he. An LLC that is a disregarded entity should check the	Partnership Instructi Purpose of F		sch	edul 6	s K-	2 ar	na K-3	(For	m 10	σ5).		
	priate box for the tax classification of its owner. Otherwise, it I check the "LLC" box and enter its appropriate tax classification.	An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they											
					-							-	

Cat. No. 10231X

Form W-9 (Rev. 3-2024)



MEMORANDUM

TO: Mayor and City Council Members

FROM: Misty Farris, Purchasing Agent

DATE: October 20, 2025

SUBJECT: Purchase of Current Year Model Vehicles

Summary/Background Information

City vehicles will be purchased through The Interlocal Purchasing System (TIPS) cooperative contract. As a member and participant in this cooperative, the City has satisfied all formal bidding requirements related to the purchase of each vehicle. Any remaining budget funds may be used to equip the vehicles with after-market items such as emergency lighting, wiring, computer hardware installation, radios, decals, and other safety equipment.

FY 2026 Approved Vehicles

<u>Department</u>	<u>Vehicle</u>	<u>Budget</u>	Cost	<u>Funding</u>	<u>Vendor</u>
Police Patrol V	ehicles (9)	546,000	481,350		Sames Ford/Chevrolet
Total		\$ 546,000	\$ 481,350 (General Fund	

Action Needed

Council is asked to consider approving the new vehicle orders as listed above to Sames Laredo Chevrolet \$333,000 and Sames Bastrop Ford \$148,350 to be funded by Police Operating Budget, and authorize the City Manager to execute purchase orders for these new vehicles.

ATTACHMENTS:

None

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

TO: Mayor and City Council

DATE: October 20, 2025

APPLICANT: Sairong Cheng; Joyful Claw, LLC

CASE NUMBER: Z2025-062; Specific Use Permit (SUP) for Indoor Commercial Amusement/Recreation

SUMMARY

Hold a public hearing to discuss and consider a request by Sairong Cheng of Joyful Claw, LLC on behalf of Jeff Carter of PA Harbor Retail, LLC for the approval of a <u>Specific Use Permit (SUP)</u> for <u>Indoor Commercial Amusement/Recreation</u> on a portion of a 12.89-acre parcel of land identified as Lot 8, Block A, the Harbor-Rockwall Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 7 (PD-7) for limited General Retail (GR) District land uses, addressed as 2071 Summer Lee Drive, Suite R103, and take any action necessary.

BACKGROUND

The subject property was annexed by the City Council on October 29, 1973 by *Ordinance No.* 73-40 [Case No. A1973-002]. At the time of annexation, the subject property was zoned Agricultural (AG) District. On November 12, 1973, the City Council approved a zoning change from Agricultural (AG) District to Planned Development District 7 (PD-7) by adopting *Ordinance No.* 73-47. At the time of adoption, the planned development district permitted a combination of neighborhood service, water recreation, single-family, and multi-family land uses. This ordinance was later amended on August 2, 1982 by *Ordinance No.* 82-36, which incorporated a concept plan and expanded the land uses to include a commercial hotel, marina, retail, multi-family, and condominiums. On April 6, 1987, the Planned Development District was again amended to limit the land uses to include office, restaurants, hotel and marina. On March 6, 2017, the City Council approved a subsequent amendment to Planned Development District 7 (PD-7) by adopting *Ordinance No.* 17-11 [Case No. Z2017-003] for the purpose of incorporating a 0.30-acre portion of Lot 7 and all of Lots 3, 4, & 5, Block A, the Harbor-Rockwall Addition into Planned Development District 7 (PD-7). On February 6, 2017, the City Council approved a replat [Case No. P2017-004] for Lots 8 & 9, Block A, the Harbor-Rockwall Addition.

Since construction of the development, the subject property (i.e. Suite R103) has accommodated a variety of retail and office uses. On July 18, 2025, the applicant submitted an application for a Specific Use Permit (SUP) for Indoor Commercial Amusement/Recreation which the Planning and Zoning Commission reviewed on August 12, 2025, and ultimately approved a motion to recommend denial of the Specific Use Permit (SUP) by a vote of 4-2, with Commissioners Roth and Bentley dissenting, and Commissioner Conway absent. The primary reason for the denial recommendation was the Planning and Zoning Commission did not feel the amount of information provided by the applicant was sufficient to make a positive recommendation. Based on this action, the applicant -- Sairong Cheng -- sent an email to staff, on August 14, 2025, requesting to withdraw Case No. Z2025-047. According to the applicant, the purpose of the withdrawal request was to allow the applicant time to resubmit additional information for the case that could better articulate their request and better clarify the proposed business for the Planning and Zoning Commission and City Council. On August 18, 2025, the City Council approved a motion to allow the applicant to withdraw the case. Subsequently, the applicant made a second submittal with the requested additional information on September 12, 2025.

PURPOSE

The applicant -- Sairong Cheng -- is requesting the approval of a Specific Use Permit (SUP) to allow *Indoor Commercial Amusement/Recreation*, specifically an arcade, within the 4,800 SF suite (*i.e. Suite R103*) situated on the subject property.

ADJACENT LAND USES AND ACCESS

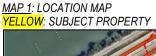
The subject property is generally located in Suite R103 on 2071 Summer Lee Drive. The land uses adjacent to the subject property are as follows:

North: Directly north of the subject property is a general retail store (i.e. En Fuego) located at 2083 Summer Lee Drive. Suite 109. Beyond this is a small fountain at the Harbor and a restaurant (i.e Giovanni) located at 2091 Summer Lee Drive, Suite 111. Beyond that is another restaurant (i.e. Yuzu Japanese). All of these uses are located within the same structure as the subject property, zoned Planned Development District 7 (PD-7). Beyond this is a 1.7812-acre parcel of land (i.e. Lot 6, Block A, The Harbor-Rockwall Addition) zoned Planned Development District 7 (PD-7) and developed with the Harbor Fountain, which is owned and operated by the City of Rockwall.

South: Directly south of the subject property is a restaurant (i.e. Twisty Treats) located at 2065 Summer Lee Drive, Suite 103, and a general retail store (i.e. Stephanie's Creative Space) located at 2065 Summer Lee Drive, Suite 101. All of these uses are located within the same structure as the Suite R103, and are zoned Planned Development District 7 (PD-7). Beyond this is an 8.9244-acre parcel of land (i.e. Lot 4, Block A, The Harbor-Rockwall) which is zoned Planned Development District 7 (PD-7) and developed with a hotel (i.e. Hilton).

East: Directly east of the subject property is the remainder of Lot 8, Block A, The Harbor-Rockwall Addition, which is zoned Planned Development District 7 (PD-7) and developed with a parking lot. Beyond this is Summer Lee Drive which is classified as a *Minor Collector* on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is the Lago Vista Subdivision, which consists of 92 lots and was incorporated in 1994 and zoned Planned Development District 18 (PD-18) for Single-Family 10 (SF-10) District land uses.

West: Directly west of the subject property is a restaurant (i.e. Tiffs Treats Bakery) located at 2071 Summer Lee Drive, Suite 101, and a restaurant (i.e. The Brass Tap) located at 2075 Summer Lee Drive. These two (2) uses are located within the same structure as the subject property, and are zoned Planned Development District 7 (PD-7). Beyond this is the corporate limits of the City of Rockwall followed by the Lake Ray Hubbard Takeline.





CHARACTERISTICS OF THE REQUEST

The proposed *Indoor Commercial Amusement/Recreation* facilities (*i.e. arcade games*) are to be situated within a 4,800 SF suite designated as Suite R103 on the subject property. The applicant has provided a letter, floor plan for the recreational amenity that includes the proposed arcade machines and their locations as well as a rendering of similar arcades. The applicant also provided a Dallas Morning News article about the growing popularity of this type of facility. These have been provided in the attached packet.

CONFORMANCE WITH THE CITY'S CODES

According to Subsection 02.02(E), Recreation, Entertainment and Amusement Land Uses, of Article 13, Definitions, of the Unified Development Code (UDC), the proposed land use falls under the definition for Indoor Commercial Amusement/Recreation which is defined as "(a)ny enterprise whose main purpose is to provide the general public with a variety of amusing or entertaining activities, including such activities as skating rinks, bowling alleys, video arcades, billiard tables and similar enterprises, but does not include theaters and auditoriums." In addition, according to the Permissible Use Charts contained in Article 04, Permissible Uses, of the Unified Development Code (UDC), the Indoor Commercial Amusement/Recreation land use requires a Specific Use Permit (SUP) in a General Retail (GR) District. The purpose of this requirement is to acknowledge that the Indoor Commercial Amusement/Recreation land use is not appropriate within all of the areas of the City that are zoned General Retail (GR) District, and that the City Council should have discretionary oversight with regard to the establishment of this land use and its potential impacts on surrounding properties.

STAFF ANALYSIS

According to Subsection 02.02, Specific Use Permits (SUP), of Article 11, Development Applications and Review Procedures, of the Unified Development Code (UDC), "(t)he purpose of a Specific Use Permit (SUP) is to allow discretionary consideration of certain uses that would typically be considered incompatible within certain locations of a zoning district." In this case, the applicant is requesting to allow an arcade within the subject property. As mentioned earlier this use requires discretionary consideration as it may not be compatible with certain locations within General Retail (GR) Districts throughout the City. According to Subsection 02.03, Conditional Land Use Standards, of Article 04, Permissible Uses, the Indoor Commercial Amusement/Recreation land use has the following exemptions within the conditional land use standards: [1] Skill or coin-operated machines kept in private residences or apartments and used without charge by members of the family or bona fide guests, [2] Skill or coin-operated machines on the premises of religious, charitable, educational or fraternal organizations for the use of members or their guests, and not for private profit, although a charge is made for playing, and [3] Billiard or pool tables on the premises of publicly owned facilities. In this case, the arcade use appears to meet all the conditional land use standards. All that being said, the approval of a Specific Use Permit (SUP) is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission.

OURHOMETOWN VISION 2040 COMPREHENSIVE PLAN

According to the Land Use Plan contained in the OURHometown Vision 2040 Comprehensive Plan, the subject property is situated within the Harbor District. As one of the primary gateways into the City of Rockwall, the Harbor District is envisioned as a pedestrian-oriented, mixed-use district that accommodates residential, non-residential, and public spaces. It is characterized by the "live, work and play" environment offering professional offices, scenic condominiums, a wide array of shopping, dining, entertainment, and recreational opportunities. The Harbor District is further intended to serve as a regional commercial hub, providing a distinct alternative to the local, small town shopping experience found in the Downtown Square. The subject property is designated as Mixed Use within this district, which is intended to foster walkable, pedestrian-friendly environment that blends multiple land uses. In this case, the proposed Indoor Commercial Amusement/Recreation appears to align with the entertainment component envisioned for the Harbor District. With that being said, since this use is permitted only by Specific Use Permit (SUP), it is at the discretion of the Planning and Zoning Commission and City Council if the proposed Indoor Commercial Amusement/Recreation meets the District Strategies outlined within the OURHometown Vision 2040 Comprehensive Plan; however, it does appear to generally conform with the intent of the existing development and the overall district.

NOTIFICATIONS

On September 19, 2025, staff mailed 78 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). At this time, staff has not received any notices in favor or in opposition of the applicant's request.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the applicant's request for a Specific Use Permit (SUP) for *Indoor Commercial Amusement/Recreation* within a General Retail (GR) District, then staff would propose the following conditions of approval:

- (1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the <u>Specific</u> <u>Use Permit (SUP)</u> ordinance and which are detailed as follows:
 - (a) The development of the *Subject Property* shall generally conform to the *Floor Plan* as depicted in *Exhibit 'B'* of the SUP ordinance.
- (2) Any construction resulting from the approval of this zoning change shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On October 14, 2025, the Planning and Zoning Commission approved a motion to recommend approval of the <u>Specific Use Permit (SUP)</u> by a vote of 6-1, with Commissioner Hagaman dissenting.

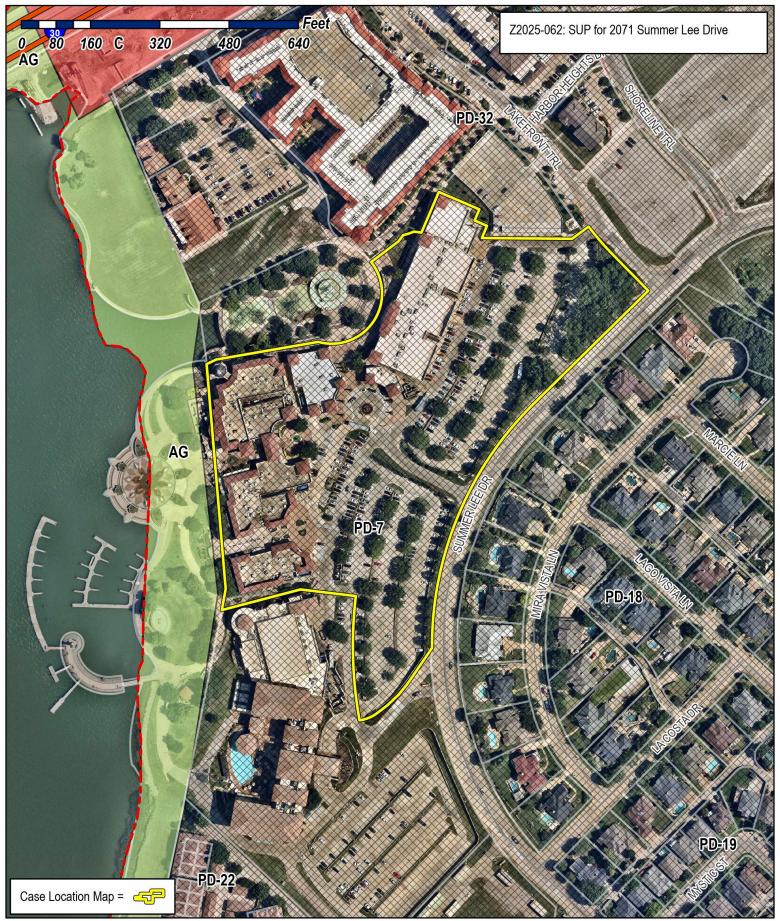


DEVELOPMENT APPLICATION

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

PLANNING & ZONING CASE NO.
<u>NOTE:</u> THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.
DIRECTOR OF PLANNING:

Rockwall, Texas 75087				CITY ENGIN	IEER:		Name of	
PLEASE CHECK THE AP	PROPRIATE BOX BELOW TO IND	DICATE THE TYPE OF	DEVELOPMEN	IT REQUES	T [SELECT ON	LY ONE BOX	XJ:	
PLATTING APPLICA MASTER PLAT (8: PRELIMINARY PL FINAL PLAT (8: 300.00) REPLAT (8: 300.00) AMENDING OR MI PLAT REINSTATE SITE PLAN APPLICA	ZONING APPLICATION FEES: ZONING CHANGE (\$200.00 + \$15.00 ACRE) 1 SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) 1 & 2 PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) 1 OTHER APPLICATION FEES: TREE REMOVAL (\$75.00) VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) 2 NOTES: 1 IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE							
☐ SITE PLAN (\$250.0	PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE. 2: A \$1,000.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.							
PROPERTY INFOR	MATION [PLEASE PRINT]							
ADDRESS	2071 Summer Lee Drive, Suite	e R 103, Rockwall, TX	75032					
SUBDIVISION	Harbor - Rockwall The				LOT	8	BLOCK	A
GENERAL LOCATION	HARBOR - ROCKWALL, THE	E, BLOCK A, LOT 8, A	CRES 12.894	REPLAT	2017)			NAME OF THE
ZONING, SITE PLA	N AND PLATTING INFOR	RMATION (PLEASE F	PRINT]					
CURRENT ZONING	PD-7		CURRENT	USE		The Park		
PROPOSED ZONING		PROPOSED	USE A	Amusement Arcade Business				
ACREAGE	12.89	LOTS [CURRENT]			LOTS (F	ROPOSEDJ		Res II
SITE PLANS AND P REGARD TO ITS AP RESULT IN THE DEN	LATS: BY CHECKING THIS BOX YO PROVAL PROCESS, AND FAILURE TO IIAL OF YOUR CASE.	OU ACKNOWLEDGE THA O ADDRESS ANY OF ST	T DUE TO THE AFF'S COMMEN	PASSAGE O	PF <u>HB3167</u> THE DATE PROVIDE	CITY NO LO	NGER HAS FLE VELOPMENT CA	XIBILITY WITH ALENDAR WILL
OWNER/APPLICAN	NT/AGENT INFORMATION	V [PLEASE PRINT/CHEC	K THE PRIMAR	Y CONTACT/C	RIGINAL SIGN	ATURES ARE	REQUIRED]	
☑ OWNER	PA Harbor Retail, LLC		☑ APP	LICANT	Joyful Clav	v, LLC		
CONTACT PERSON	Jeff Carter	C	ONTACT PERS	SON	Sairong Cher	g		
ADDRESS			ADDR	ESS				
CITY, STATE & ZIP		C	CITY, STATE &	ZIP				
PHONE			PHO	ONE				
E-MAIL			E-N	AIL				
NOTARY VERIFICA BEFORE ME, THE UNDERSI STATED THE INFORMATION	ATION [REQUIRED] GNED AUTHORITY, ON THIS DAY PEI I ON THIS APPLICATION TO BE TRUE	RSONALLY APPEARED S AND CERTIFIED THE FO	Saikong DLLOWING:	Cheng		[OWNER]	THE UNDERS	SIGNED, WHO
September INFORMATION CONTAINED	M THE OWNER FOR THE PURPOSE OF TO COVER THE COST OF, 20 24. BY SIGNING THIS WITHIN THIS APPLICATION TO THE F VINTH THIS APPLICATION, IF SUCH RE	THIS APPLICATION, HAS B S APPLICATION, I AGREE PUBLIC. THE CITY IS AL	BEEN PAID TO TH THAT THE CITY LSO AUTHORIZE	HE CITY OF RO OF ROCKWAL ED AND PERN	OCKWALL ON TH .L (I.E. "CITY") IS NITTED TO REP	IS THE AUTHORIZED RODUCE_ANY	AND PERMITTE COPYRIGHTED	DAY OF
GIVEN UNDER MY HAND AN	ID SEAL OF OFFICE ON THIS THE $\sqrt{\sum}$	th DAY OF Septe	nber_	20 <u>95</u> .		Notary	NIA SILVESTRE ID #13157890 nmission Expir	88
	OWNER'S SIGNATURE	= OUD					ne 18, 2028	
NOTARY PUBLIC IN AND FO	OR THE STATE OF TEXAS	un ditestr			MY COMMIS	SION EXPIRE	s June 1	8 2028





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

(P): (972) 771-7745 (W): www.rockwall.com

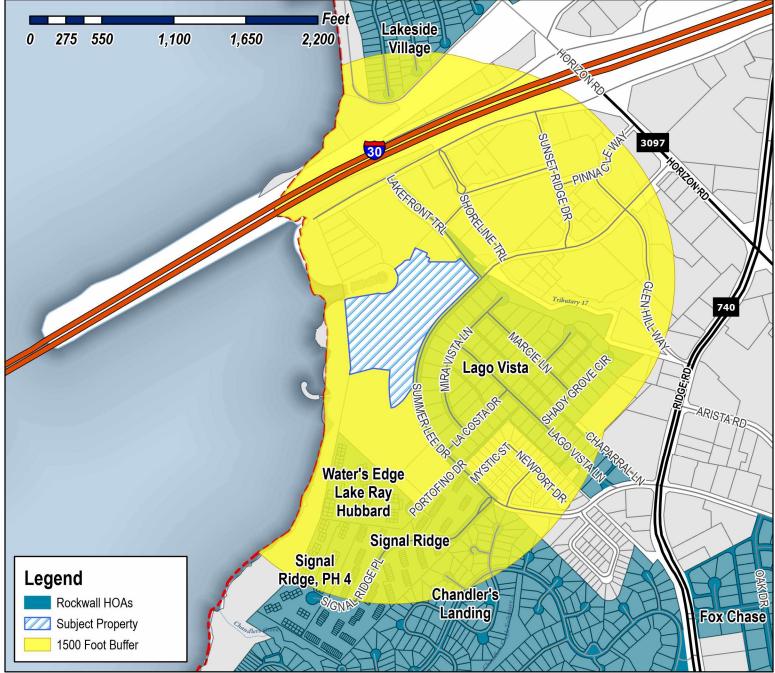
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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





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Case Number: Z2025-062

Case Name: SUP for 2071 Summer Lee Drive

Case Type: Zoning

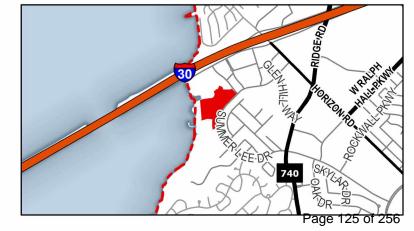
Zoning: Planned Development 7 (PD-7)

District

Case Address: 2071 Summer Lee Drive

Date Saved: 9/10/2025

For Questions on this Case Call (972) 771-7745



From: Zavala, Melanie

Cc:Miller, Ryan; Lee, Henry; Ross, BethanySubject:Neighborhood Notification Program [Z2025-062]Date:Wednesday, September 17, 2025 11:18:05 AM

Attachments: Public Notice (9.16.2025).pdf

HOA Map (09.16.2025).pdf

HOA/Neighborhood Association Representative:

Per your participation in the Neighborhood Notification Program, you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on Friday, September 19, 2025. The Planning and Zoning Commission will hold a public hearing on Tuesday, October 14, 2025 at 6:00 PM, and the City Council will hold a public hearing on Monday, October 20, 2025 at 6:00 PM. Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

All interested parties are encouraged to submit public comments via email to Planning@rockwall.com at least 30 minutes in advance of the meeting. Please include your name, address, and the case number your comments are referring to. These comments will be read into the record during each of the public hearings. Additional information on all current development cases can be found on the City's website: https://sites.google.com/site/rockwallplanning/development/development-cases.

Z2025-062: SUP for Indoor Commercial Amusement/Recreation

Hold a public hearing to discuss and consider a request by Sairong Cheng of Joyful Claw, LLC on behalf of Jeff Carter of PA Harbor Retail, LLC for the approval of a <u>Specific Use Permit (SUP)</u> for Indoor Commercial Amusement/Recreation on a portion of a 12.89-acre parcel of land identified as Lot 8, Block A, the Harbor-Rockwall Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 7 (PD-7) for limited General Retail (GR) District land uses, addressed as 2071 Summer Lee Drive, Suite R103, and take any action necessary.

Thank you,

Melanie Zavala

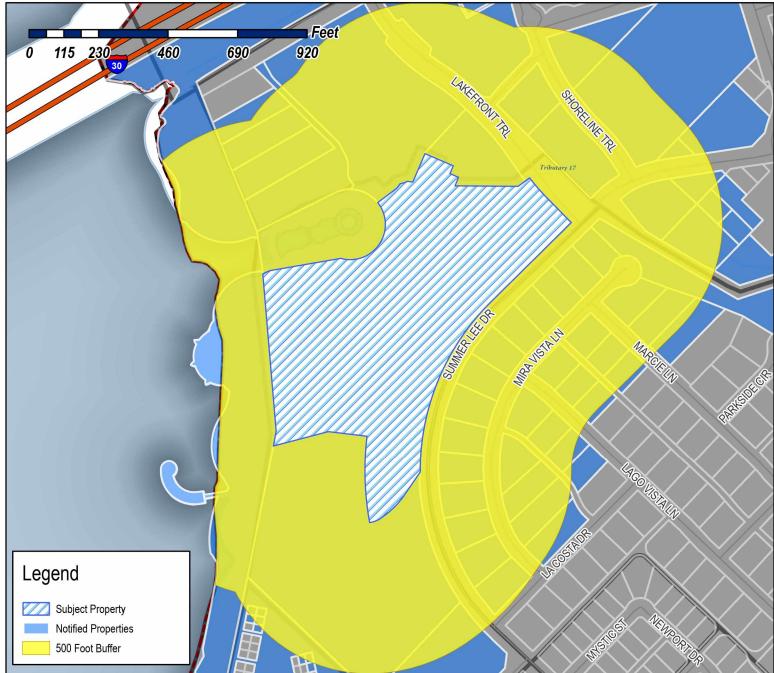
Planning & Zoning Coordinator | Planning Dept.| City of Rockwall 385 S. Goliad Street | Rockwall, TX 75087

Planning & Zoning Rockwall
972-771-7745 Ext. 6568



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Case Number: Z2025-062

Case Name: SUP for 2071 Summer Lee Drive

Case Type: Zoning

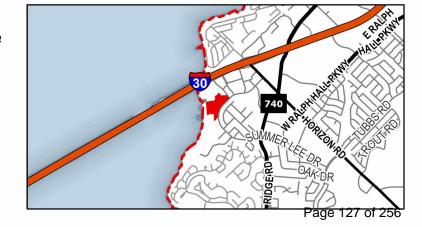
Zoning: Planned Development 7 (PD-7)

District

Case Address: 2071 Summer Lee Drive

Date Saved: 9/10/2025

For Questions on this Case Call: (972) 771-7745



RESIDENT HARVILLE BRET **RESIDENT** 1995SUMMER LEEDR 2003 PORTOFINO DR 201FI30 ROCKWALL, TX 75087 ROCKWALL, TX 75032 ROCKWALL, TX 75087 ARKOMA REALTY LTD ARKOMA REALTY LTD RESIDENT A TEXAS LTD PARTNERSHIP A TEXAS LTD PARTNERSHIP 203EI30 203 E INTERSTATE 30 203 E INTERSTATE 30 ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 CITY OF ROCKWALL RESIDENT RESIDENT 205 W RUSK ST 2055SUMMER LEEDR 2057SUMMER LEDR ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 TOMBLIN REGINALD WAYNE AND RESIDENT **BUSTILLO RAFAEL** MARIA EMILY MATHEWS 205130 2197 PORTOFINO DRIVE 2201 PORTOFINO DR ROCKWALL, TX 75087 ROCKWALL, TX 75032 ROCKWALL, TX 75032 KURT PFLIEGER REVOCABLE TRUST MOORE PATRICIA EWING WENDY L **KURT LORING PFLIEGER - TRUSTEE** 2203 PORTOFINO DRIVE 2212 PORTOFINO DR 2208 PORTOFINO DR ROCKWALL, TX 75032 ROCKWALL, TX 75032 ROCKWALL, TX 75032 SARMIENTO FAMILY TRUST KUBIT THOMAS MICHAEL & KIMBERLY D RESIDENT **REYNALDO DOMINGO SARMIENTO - TRUSTEE** 2214 PORTOFINO DR 2220PORTOFINODR 2218 PORTOFINO DR ROCKWALL, TX 75032 ROCKWALL, TX 75087 ROCKWALL, TX 75032 **ROCKWALL LOT 3 OWNER LLC** 2055 SUMMER LEE ROCKWALL OWNER LLC RESIDENT 2600LAKEFRONTTRAIL 255 Alhambra Cir Ste 760 255 Alhambra Cir Ste 760 Coral Gables, FL 33134 Coral Gables, FL 33134 ROCKWALL, TX 75087 RESIDENT HARBOR LAKE POINTE INVESTORS LLC 101 HUBBARD DR LLC 2601LAKEFRONTTR 2701 Sunset Ridge Dr Ste 607 2701 Sunset Ridge Dr Ste 610 ROCKWALL, TX 75087 Rockwall, TX 75032 Rockwall, TX 75032 KAPRANTZAS VICTORIA J AND THOMPSON GARY MCKINNEY MARVIN **ROSALIE A CRACCHIOLO** 2730 MIRA VISTA LN 2738 MIRA VISTA LANE 2748 MIRA VISTA LANE ROCKWALL, TX 75032 ROCKWALL, TX 75032 ROCKWALL, TX 75032 COOLIDGE JONATHAN S & CATHEY M **DOUGLAS JOETTA & ROY** BAILEY RICHARD A AND GENA B 2756 MIRA VISTA LN 2766 MIRA VISTA LN 2774 MIRA VISTA LN ROCKWALL, TX 75032 ROCKWALL, TX 75032 ROCKWALL, TX 75032

TURNER KATHY BAIRD **RESIDENT** SIDEREAS BRENDON L ET UX 2782 MIRA VISTA 2782MIRA VISTALN 2790 MIRA VISTA LN ROCKWALL, TX 75032 ROCKWALL, TX 75087 ROCKWALL, TX 75032 KIDD DAVID A AND MARY S SOTELO-KIDD RESIDENT RESIDENT 2800 MIRA VISTA LANE 2800LAKEFRONTTRL 2800MIRA VISTALN ROCKWALL, TX 75032 ROCKWALL, TX 75087 ROCKWALL, TX 75087 YU JOHNNY & HAE SUK VANHOV ENTERPRISES LLC MILLER DARYL & CAMILLE STEARNS 2804 MARCIE LN 2805 LAGO VISTA LN 2805 MARCIE LANE ROCKWALL, TX 75032 ROCKWALL, TX 75032 ROCKWALL, TX 75032 PRESTENBERG W JAY & PATSY R POLGAR ROBERT PETER & MARLA RESIDENT 2806 LAGO VISTA LN 2807 MIRA VISTA LN 2808MIRA VISTALN ROCKWALL, TX 75032 ROCKWALL, TX 75032 ROCKWALL, TX 75087 BUTLER ROVON AND ROSALYN CASSADY CHARLES P BENNETT CLIFF AND STELLA 2813 LAGO VISTA LN 2814 MARCIE LN 2815 MARCIE I N ROCKWALL, TX 75032 ROCKWALL, TX 75032 ROCKWALL, TX 75032 BRADFORD PATRICIA I IOHNSTON MARK D AND LISA P RESIDENT 2816 LAGO VISTA LN 2818 MIRA VISTA LN 2821LAGO VISTALN ROCKWALL, TX 75032 ROCKWALL, TX 75032 ROCKWALL, TX 75087 NGUYEN LE MINHCHAU AND HOOD ANTOINE M & ROGUE N FRY ROBIN KAY BRYAN NGUYEN LE AND JESSICA NGUYEN LE 2822 MARCIE LN 2823 MIRA VISTA LN 2824 LAGO VISTA LN ROCKWALL, TX 75032 ROCKWALL, TX 75032 ROCKWALL, TX 75032 MCBANE JANET T AND RESIDENT **TOLBERT MELISSA RENAE** TRESA LEE MCBANE 2825MARCIELN 2834 LAGO VISTA LANE 2828 MIRA VISTA LN ROCKWALL, TX 75087 ROCKWALL, TX 75032 ROCKWALL, TX 75032 TAGGART FAMILY TRUST **ROCHA GUADALUPE WOMBLE JOHN & GINGER** MICHAEL JORDAN TAGGART & KELLY ANNE **TAGGART - TRUSTEES** 2835 Mira Vista Ln 2836 MIRA VISTA LN Rockwall, TX 75032 ROCKWALL, TX 75032 2843 MIRA VISTA LN ROCKWALL, TX 75032 TOP NOTCH LEASING LLC SOLERO DANIEL J AND ANDREA LAKE FRONT TRAIL LP 2844 MIRA VISTA LN 2850 Shoreline Trl Ste 200 2900 S Peachtree Rd ROCKWALL, TX 75032 Rockwall, TX 75032 Balch Springs, TX 75180

RUBY REAL ESTATE, LLC 3000 CUSTER RD STE 270 PMB 1595 PLANO, TX 75075 LAKEFRONT TRAIL ROCKWALL HOTEL LP 3021 RIDGE ROAD A-120 ROCKWALL, TX 75032 RESIDENT 303EI30 ROCKWALL, TX 75087

CITY OF ROCKWALL ATTN;MARY SMITH 385 S GOLIAD ST ROCKWALL, TX 75087 CITY OF ROCKWALL ATTN;MARY SMITH 385 S GOLIAD ST ROCKWALL, TX 75087

CITY OF ROCKWALL 385 S GOLIAD ST ROCKWALL, TX 75087

BPD REALTY GROUP LLC 4515 DORSET RD DALLAS, TX 75229 SARMIENTO FAMILY TRUST 507 AZALEA LN MT PLEASANT, TX 75455 CRABB JESSICA M ESTATE OF C/O BANK OF AMERICA TRUST 575 MARYVILLE CENTRE DR SUITE 511 ST LOUIS, MO 63141

PA HARBOR RETAIL LLC 8222 Douglas Ave Ste 390 Dallas, TX 75225 PA HARBOR RETAIL LLC 8222 Douglas Ave Ste 390 Dallas, TX 75225

ABLON AT HARBOR VILLAGE OWNER LLC 8222 DOUGLAS AVE STE 390 DALLAS, TX 75225

CLEMENTS BOB L PO BOX 1850 MCKINNEY, TX 75070 CULPEPPER /SPATEX JV %GARY SHULTZ PO BOX 190569 DALLAS, TX 75219 CULPEPPER /SPATEX JV %GARY SHULTZ PO BOX 190569 DALLAS, TX 75219

CULPEPPER/SPATEX JV % GARY SHULTZ PO BOX 190569 DALLAS, TX 75219 CULPEPPER /SPATEX JV %GARY SHULTZ PO BOX 190569 DALLAS, TX 75219

ROCKWALL RENTAL PROPERTIES LP PO BOX 818 TERRELL, TX 75160 Property Owner and/or Resident of the City of Rockwall:

You are hereby notified that the City of Rockwall Planning and Zoning Commission and City Council will consider the following application:

Z2025-062: SUP for Indoor Commercial Amusement/Recreation

Hold a public hearing to discuss and consider a request by Sairong Cheng of Joyful Claw, LLC on behalf of Jeff Carter of PA Harbor Retail, LLC for the approval of a <u>Specific Use Permit (SUP)</u> for Indoor Commercial Amusement/Recreation on a portion of a 12.89-acre parcel of land identified as Lot 8, Block A, the Harbor-Rockwall Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 7 (PD-7) for limited General Retail (GR) District land uses, addressed as 2071 Summer Lee Drive, Suite R103, and take any action necessary.

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on <u>Tuesday. October 14</u>, <u>2025 at 6:00 PM</u>, and the City Council will hold a public hearing on <u>Monday, October 20</u>, <u>2025 at 6:00 PM</u>. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

As an interested property owner, you are invited to attend these meetings. If you prefer to express your thoughts in writing please return the form to:

Bethany Ross

Rockwall Planning and Zoning Dept. 385 S. Goliad Street Rockwall, TX 75087

You may also email your comments to the Planning Department at planning@rockwall.com. If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by Monday, October 20, 2025 at 4:00 PM to ensure they are included in the information provided to the City Council.

Sincerely,

Ryan Miller, AICP

Director of Planning & Zoning





To the website	
MORE INFORMATION ON THIS CASE CAN BE FOUND AT: https://sites.google.com/site/rockwallplanning/development/development	-cases
- · - PLEASE RETURN THE BELOW FORM - · - · - · - · - · - · - · - · - · -	– . – . – .
Case No. Z2025-062: SUP for Indoor Commercial Amusement/Recreation	
Please place a check mark on the appropriate line below:	
☐ I am in favor of the request for the reasons listed below.	
☐ I am opposed to the request for the reasons listed below.	
Name:	
Address:	

Tex. Loc. Gov. Code, Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE

September 12, 2025

Planning & Zoning Commission City of Rockwall 385 S. Goliad St. Rockwall, TX 75087

Re: Specific Use Permit — Joyful Claw (Claw-Arcade Concept) at The Harbor

Honorable Commissioners:

I represent the owners of **Joyful Claw**, a small-format, family-friendly claw machine arcade looking to secure a Special Use Permit at The Harbor. As you know, the Harbor is already positioned as Rockwall's premier lakefront dining and entertainment destination. A family friendly low-impact arcade like Joyful Claw will increase dwell time, bridge mealtime peaks, and activate the waterfront year-round, especially during extreme heat/cold or inclement weather when outdoor options are limited.

Why Joyful Claw compliments The Harbor

- **Pre- and post-meal activation.** Quick, "drop-in" play that pairs naturally with restaurant visits and lakefront strolls—boosting cross-shopping without requiring a large footprint.
- All-ages, all-weather utility. Approachable for children, teens, and adults; creates daytime family activity and safe evening entertainment while respecting the district's ambience.
- **Light operational impact.** Smaller space needs, lighter sound, and modest parking demand—yet visible energy for the District.

How the machines work (Joyful Claw Play & Trade System)

Joyful Claw uses a simple and transparent token-and-trade model designed to maximize guest satisfaction while encouraging repeat play:

- **Purchase tokens** (1 token = 1 play).
- Pricing tiers:
 - \circ \$5 = 5 tokens
 - \circ \$10 = 11 tokens
 - \circ \$20 = 23 tokens
 - 9.50 = 65 tokens
 - \circ \$100 = 135 tokens
- Play & win plushies. Modern claw machines are calibrated to balance fun and attainability. Staff often assist by helping align the claw or ensuring younger children have a positive experience.
- Redeem or exchange prizes. Players may:
 - o Trade in plushies for larger prizes (such as popular Labubu dolls), or
 - o Exchange plushies for Kingdom Coins (1 plushie = 1 Kingdom Coin).

Typical spend patterns (observational)

- Many families start with \$10-\$20 token bundles. For birthdays, special outings, or weekend visits, some families choose to purchase multiple bundles—occasionally spending a few hundred dollars in a single visit or across several visits—to accumulate enough small plush wins to trade up to an aspirational item like a Labubu.
- Because Kingdom Coins can be banked for future visits, guests aren't pressured to complete a trade-up in one session; families can pace spending responsibly while still enjoying immediate wins.

This system allows families to see immediate wins (plushies) while working toward larger aspirational prizes over time—encouraging both excitement and return visits. While claw win rates vary, consistent prize availability and staff support help ensure most guests experience success during their visit.

Major operators are evolving toward crane/claw machines

Even the region's bigger entertainment concepts are expanding into modern claw experiences—an important signal of mainstream appeal. Cidercade Fort Worth recently added a separate, pay-to-play claw/prize redemption area ("new claw arcade expansion"), evolving beyond its traditional all-you-can-play model to meet guest expectations. Round1 (Grapevine Mills), a national chain, actively markets Claw Machines as a core draw, and local visitors consistently praise the crane machine area. This is clear market validation that claw games attract families, refresh easily with new prizes, and drive repeat visits—the same outcomes Joyful Claw aims to deliver at The Harbor.

DFW precedents: locations, tenure, and reviews

- Round1 Bowling & Arcade Grapevine Mills (Grapevine). Opened May 2016; widely recognized for a large crane/claw zone. Public review snapshots show ~4,800 Google reviews with many crane-focused comments.
- Cidercade Fort Worth (TCU/District 90). Opened August 23, 2022; now features a new claw arcade expansion with a room of pay-to-play prize redemption games. Third-party tracking shows ~1,800 Google reviews and strong ratings.
- Side Quest Arcade Firewheel Town Center (Garland). Opened July 2024; operator materials highlight ~40 claw/prize machines. Early Google reviews indicate strong family appeal.
- Clutch-Em (Grand Prairie). Operating since 2022; dedicated claw-machine arcade concept with active local following.
- Nova Claw Carrollton (Old Denton Rd.). Operating since early 2025; dedicated claw arcade focused on trendy plush and blind-box prizes.
- Clawzania Richardson & Arlington. Richardson opened October 2024; Arlington grand opening April 26, 2025. Both are dedicated claw arcades with growing review activity.

Why this matters for The Harbor and Rockwall

- Market validation. The success of anchor-scale operators such as Round1, Cidercade, and Clawzania demonstrates that claw machines are no longer a niche attraction but a mainstream form of entertainment. When large, diversified venues dedicate significant square footage or create entirely new expansions for claw/prize machines, it signals that the demand is both sustained and profitable. These operators have access to guest data, foot traffic analytics, and revenue models at a scale far greater than a single small-format arcade, yet they continue to spotlight claw machines as a growth category. Their investment decisions effectively "de-risk" the concept for Rockwall, showing that Joyful Claw is not experimental but part of a proven national and regional trend with no other competitor stores within the general area. The Harbor can confidently capture this demand by offering a compact, family-friendly version tailored to its waterfront setting.
- **Event synergies.** Prizes and promotions can be themed to concerts, fireworks, and holiday markets—amplifying The Harbor's brand and calendar as well as a birthday or other party type options.
- Complementary economics. Short, add-on visits between dining and shopping increase dwell time and support surrounding restaurants and retailers—without heavy infrastructure or noise.

In summary, **Joyful Claw** offers a light-touch, family-friendly amenity that complements The Harbor's existing restaurants and retail tenants while mirroring successful precedents across DFW. Thank you for your consideration of our SUP request and we look forward to meeting with you on September 30 to discuss our business and any questions you may have in more detail.

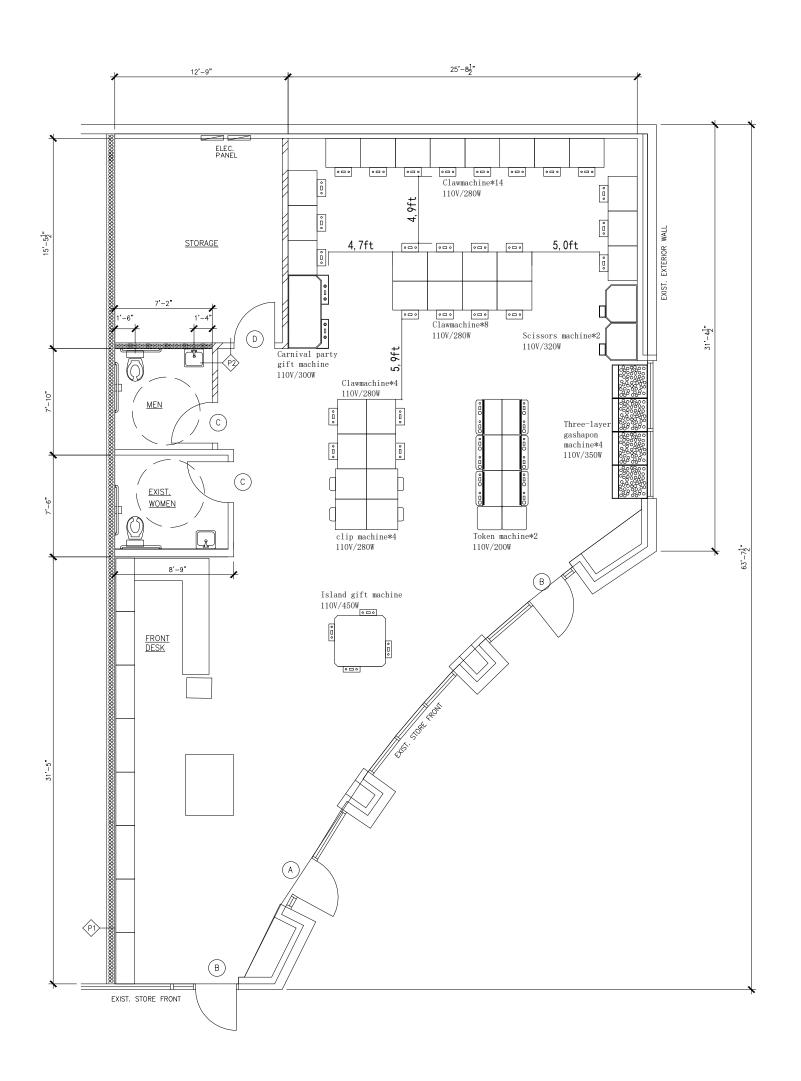
Regards,

Hunter Hayes

Broker/Representative

hhayes@edge-re.com

(214) 545-6939











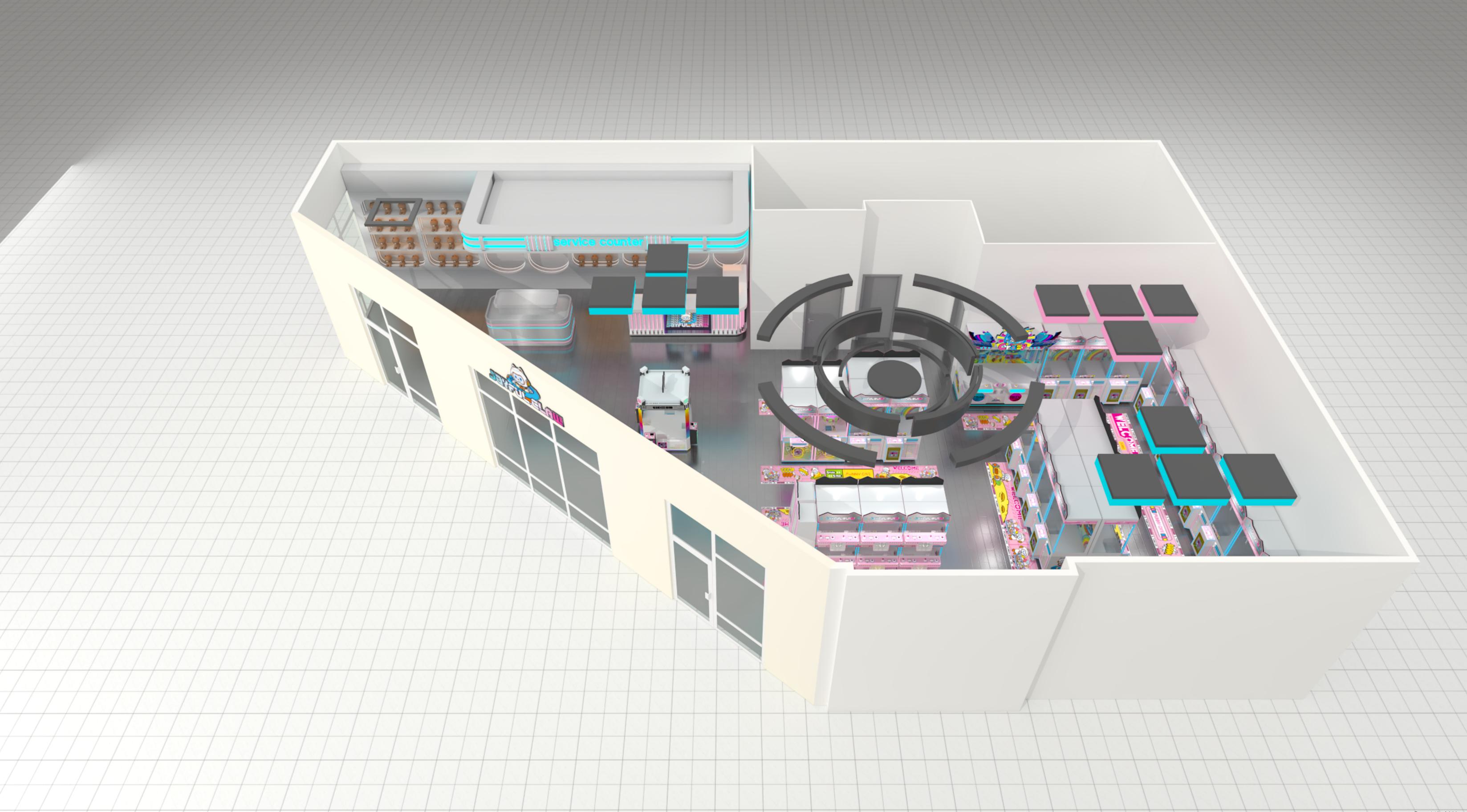


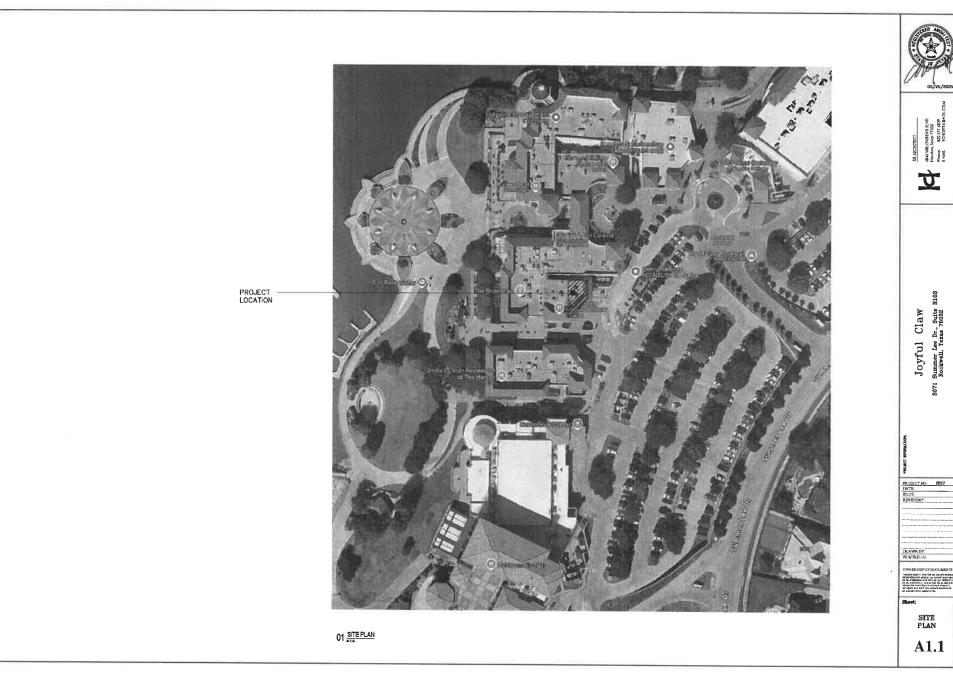














What in the labubu is going on? North Texans are obsessed

On Sunday, labubu fans gathered at a festival in Dallas' RedBird Mall to buy the quirky plush dolls.



By Elizabeth Myong Staff writer Sep. 8, 2025

Updated 11:56 a.m. CDT



Fans wait to make a purchase at one of the vendor booths at the Labubu festival which was held at The Shops at RedBird in Dallas, on September 7, 2025.

Steve Hamm / Special Contributor

On Sunday afternoon at RedBird mall in Dallas, North Texans sipped on matchas and purchased labubus as the viral song "Golden" from Netflix's *KPop Demon Hunters* blasted during a Labubu Festival.

The event, the third of its kind, shows North Texans' love for the plush dolls has reached a fever pitch. In recent months, there have been dozens of labubu-themed events in North Texas from <u>raves</u> to markets and <u>cake-decorating classes</u>.



A large crowd of fans attended a labubu festival filled with vendor booths, food and a plethora of labubu dolls. The Labubu festival was held at The Shops at RedBird in Dallas, on September 7, 2025.

Steve Hamm / Special Contributor

Inspired by Nordic mythology, the collectible labubu dolls sold by Chinese toy company PopMart have garnered a cultlike following with many crediting Blackpink's Lisa for its rise after she featured the toys on her social media last year. Now, labubus have a host of celebrity fans including Rihanna, Kim Kardashian and tennis star Naomi Osaka who at the U.S. Open in the past few weeks debuted <u>blinged out tennis-themed labubu dolls</u> including "Billie Jean Bling."



Naomi Osaka, of Japan, walks on the court with a Labubu doll hanging from her bag before playing against Amanda Anisimova, of the United States, during the women's singles semifinals of the U.S. Open tennis championships, Thursday, Sept. 4, 2025, in New York. (AP Photo/Yuki Iwamura)

Yuki Iwamura / AP

Tram Nguyen, 33, was a vendor at Sunday's Labubu Festival in Dallas where she sold hand-crocheted hats and bags to accessorize labubus. She said she makes several hundred dollars at each festival with her most popular item being a hat and bag combo for \$15.



Company making chocolate labubus and other viral confections to open D-FW shop

Nguyen, who lives in Carrollton, said she's noticed labubu dolls seem to have a universal appeal regardless of age.

"It's everyone, like it's so surprising," she said. "You have kids that are like 5-years old up to people that are in their 40s and 50s collecting these labubus."



Aladeen Alhayek, right, takes a photo on his smartphone of himself and Amira Alhayek as they pose with a costumed labubu doll at the Labubu festival which was held at The Shops at RedBird in Dallas, on September 7, 2025.

Steve Hamm / Special Contributor

That's something that resonates with 51-year-old Arlington resident Roni West whose son Zaytoven, 33, bought her a mini labubu keychain. Back at home, she also has a large Zimomo labubu on a stand next to her TV.

For her, there's something nostalgic about labubus which remind her of the monchhichis, Japanese stuffed monkey toys, that were popular in the 70s and 80s.

"This is me telling my age, but I remember the monchhichis. And I guess this is just a newer trend of the monchhichis upgraded. So I'm just happy with the colors and color scheme of it all," she said.



Overnight lines, mall fights and instant sellouts: Labubu toy mania comes to America

She attended a previous labubu festival earlier this year and plans on attending more in the future. West said part of the reason she attends festivals is because she trusts that vendors are selling authentic labubus and not lafufus, cheaper dupes of the toy, which have also become a lucrative market.

"It wasn't me who did, but I did have a friend who picked up one. And I was like, 'nah, man that's not real.' So yeah, it happens," she said.



Pictured from left, Pablo Medrano, Diana Medrano, 9, Daniela Ramirez and Rosa Medrano as they checked out a display of labubu products for display and sale at a Labubu festival which was held at The Shops at RedBird in Dallas, on September 7, 2025.

Steve Hamm / Special Contributor

Advertisement

Fourth grader Diana Medrano, 9, walked around the festival with her parents and cousin on the hunt for her second authentic labubu. She couldn't contain her excitement for the furry dolls, which she started collecting after a friend brought one to school.

"I kind of love having labubus," she said. "One of my brothers always says they're kind of like creepy for him, but I just said they're kinda cute for me. They're cute and you can dress them up!"

That's exactly what she did to the blue sea salt coconut macaron labubu hanging from her purse. She put a hot pink bracelet around its little waist to match the ruffles on her flamingo-themed shirt.



An aerial view of the Labubu festival which was held at The Shops at RedBird in Dallas, on September 7, 2025.

Steve Hamm / Special Contributor

Advertisement

Other festivalgoers like Gen Zers Elaine Wong, 25, and Maddie Reyna, 25, came to look at labubus but also to sell off some of their collections.

Part of the appeal of labubus is the suspense of opening up a blind box and not knowing what'll be inside. But that also creates surpluses for collectors who can end up with multiple of the same kind.

Reyna said she wants to sell her sesame bean and toffee labubus from the macaron series. "I am trying to sell two of them just because ... I just want the ones that I want but I don't need all the series and all the types of them," she said.

Advertisement



A booth vendor directs fans through a variety of items on display for sale at the Labubu festival which was held at The Shops at RedBird in Dallas, on September 7, 2025. Steve Hamm / Special Contributor

Though labubus at the festival ranged from about \$50 to \$400, Wong said buying labubus is well worth it.

"They are expensive, but so is like paying for a meal. It's temporary joy. I want to spend the money how I want and this is what I choose to do with it," she said.

Wong said there's something freeing about doing what she wants with her adult money. Advertisement

"I loved plushes when I was younger and this is kind of like healing my inner childhood by being able to purchase them with money that I wasn't able to as a kid if you were turned down by your parents."

For many North Texans, whether they're actually kids or just kids at heart, that seems to be the draw of the quirky-looking fluffy dolls with gnashing teeth.

ORDINANCE NO. 25-XX

SPECIFIC USE PERMIT NO. <u>S-3XX</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 7 (PD-7) [ORDINANCE NO. 17-11] 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 ALLOW INDOOR COMMERCIAL PERMIT (SUP) TO AMUSEMENT/RECREATION ON A PORTION OF A 12.89-ACRE PARCEL OF LAND IDENTIFIED LOT 8, BLOCK A, HARBOR-ROCKWALL ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED IN EXHIBIT 'A' AND EXHIBIT 'B' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS: PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE: PROVIDING FOR A REPEALER CLAUSE: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Sairong Cheng of Joyful Claw, LLC. on behalf of Jeff Carter of PA Harbor Retail, LLC. for the approval of a <u>Specific Use Permit (SUP)</u> for <u>Indoor Commercial Amusement/Recreation</u> on a portion of a 12.89-acre parcel of land identified Lot 8, Block A, Harbor-Rockwall Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 7 (PD-7) for limited General Retail (GR) District land uses, addressed as 2071 Summer Lee Drive, and being more specifically depicted in *Exhibit 'A'* and *Exhibit 'B'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that 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 7 (PD-7) [Ordinance No. 17-11] 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) to allow Indoor Commercial Amusement/Recreation in accordance with Article 04, Permissible Uses, of the Unified Development Code (UDC) [Ordinance No. 20-02] on the Subject Property; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Planned Development District 7 (PD-7) [Ordinance No. 17-11]; Subsection 04.04, General Retail Z2025-062: SUP for Indoor Commercial

Page | 1

Amusement/Recreation

Ordinance No. 25-XX; SUP # S-3XX

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

2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of the *Indoor Commercial Amusement/Recreation* on the *Subject Property* and conformance to these conditions is required for continued operation:

1) The development of the *Subject Property* shall generally conform to the *Floor Plan* as depicted in *Exhibit 'B'* of this ordinance.

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 Revision Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].

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

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 3RD DAY OF NOVEMBER, 2025.

Tim McCallum, Mayor	

Z2025-062: SUP for Indoor Commercial Amusement/Recreation
Ordinance No. 25-XX; SUP # S-3XX

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ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: <u>October 20, 2025</u>

2nd Reading: November 3, 2025

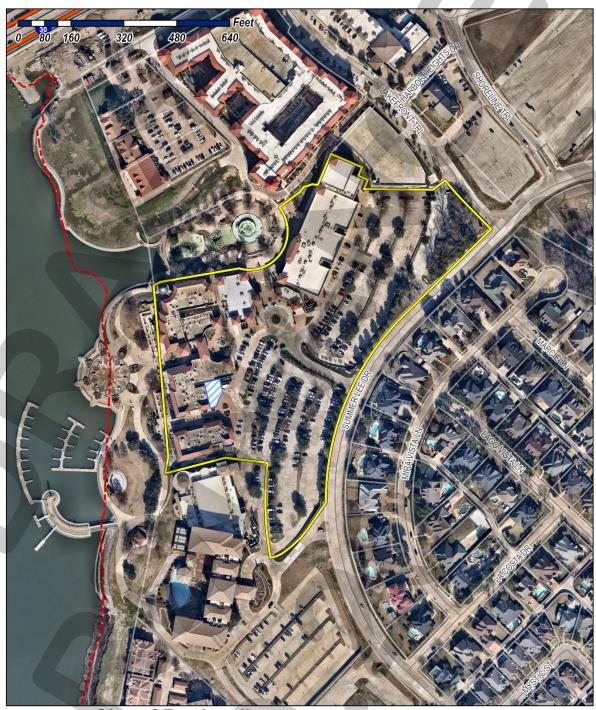
Z2025-062: SUP for Indoor Commercial Amusement/Recreation Ordinance No. 25-XX; SUP # S-3XX

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Exhibit 'A' Location Map

Legal Description: A Portion of Lot 8, Block A, Harbor-Rockwall Addition

Address: 2071 Summer Lee Drive





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

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

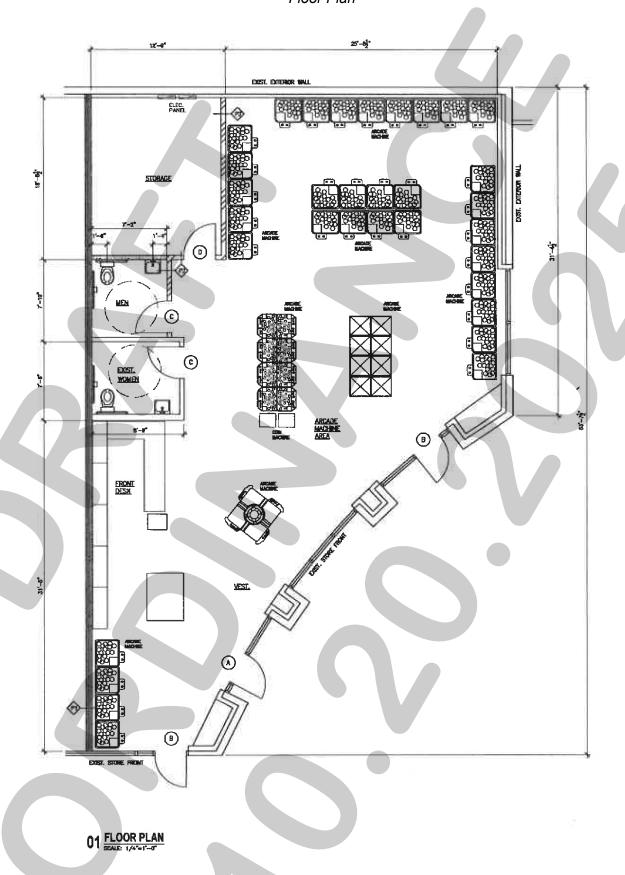


Z2025-062: SUP for Indoor Commercial Amusement/Recreation

Ordinance No. 25-XX; SUP # S-3XX

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Exhibit 'B': Floor Plan



Z2025-062: SUP for Indoor Commercial Amusement/Recreation Ordinance No. 25-XX; SUP # S-3XX

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

TO: Mayor and City Council

DATE: October 20, 2025
APPLICANT: T.J. Mutcherson

CASE NUMBER: Z2025-063; Specific Use Permit (SUP) for Residential Infill at 902 Aluminum Plant Road

SUMMARY

Hold a public hearing to discuss and consider a request by T. J. Mutcherson for the approval of a <u>Specific Use Permit (SUP)</u> for Residential Infill Adjacent to an Established Subdivision for the purpose of constructing a single-family home on a 0.16-acre tract of land identified as a Tract 36 of R. Ballard Survey, Abstract No. 29, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 902 Aluminum Plant Road, and take any action necessary.

BACKGROUND

The subject property was annexed into the City of Rockwall on February 6, 1961 by *Ordinance No. 60-01* [i.e. Case No. A1960-001]. According to the January 3, 1972 zoning map the subject property was zoned Single Family 3 (SF-3) District. At some point between January 3, 1972 and May 16, 1983 the subject property was rezoned to Single Family 7 (SF-7) District. The subject property has remained vacant since annexation.

PURPOSE

The applicant -- *T.J. Mutcherson* -- is requesting the approval of a <u>Specific Use Permit (SUP)</u> for the purpose of constructing a single-family home on the subject property in accordance with Subsection 02.03(B)(11), Residential Infill in or Adjacent to an Established Subdivision, of Article 04, Permissible Uses, of the Unified Development Code (UDC).

ADJACENT LAND USES AND ACCESS

The subject property is addressed as 902 Aluminum Plant Road. The land uses adjacent to the subject property are as follows:

North:

Directly north of the subject property is Aluminum Plant Road, which is identified as a R2 (i.e. residential, two [2] lane, undivided roadway) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. North of this is Hammack Lane, which is identified as a R2 (i.e. residential, two [2] lane, undivided roadway) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond that is a 1.26-acre tract of land (i.e. Tract 32, of the R. Ballard Survey, Abstract No. 29) owned by the City of Rockwall, and zoned Planned Development District 59 (PD-59) for Neighborhood Services (NS) District land uses. Beyond this is E. Washington Street, which is identified as an A4D (i.e. arterial, four [4] lane, divided roadway) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan.

South:

Directly south of the subject property is a 3.77-acre parcel of land (i.e. Lot 4, Block X, Park Place West Phase 2 Addition), zoned Planned Development District 59 (PD-59) for Single-Family 7 (SF-7) District land uses and currently owned by the Park Place Homeowner's Association (HOA) and used as drainage/open space. South of this is the rest of Park Place, Phase 2 Addition which was established in 2005, has 92 residential lots, and is zoned Planned Development District 59 (PD-59) for Single-Family 7 (SF-7) District land uses. South of this is Park Place West, Phase 3 Addition which was established in 2018, has 82 residential lots, and is zoned Planned Development District 59 (PD-59) for Single-Family 7 (SF-7) District land uses.

East: Directly east of the subject property is a 0.159-acre tract of land (i.e. Tract 4-1, of R Ballard Survey, Abstract No. 29; 904 Aluminum Plant Road) which is developed with a single-family home, and zoned Single-Family 7 (SF-7) District. Beyond this is a 0.159-acre tract of land (i.e. Tract 4, of the R. Ballard Survey, Abstract No. 29; 906 Aluminum Plant Road) which is developed with a single-family home, and zoned Single-Family 7 (SF-7) District.

<u>West</u>: Directly west of the subject property are two (2) tracts of land (*i.e.* 301 and 303 Renfro Street) developed with single-family homes that are zoned Single-Family 7 (SF-7) District. Beyond this is Renfro Street which is identified as a R2 (*i.e.* residential, two [2] lane, undivided roadway) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a 0.36-acre parcel of land (*i.e.* Lot 2, Renfro Place North; 374 Renfro Street), which is zoned Single-Family 7 (SF-7) District and developed with a single-family home.

MAP 1: LOCATION MAP
YELLOW: SUBJECT PROPERTY



CHARACTERISTICS OF THE REQUEST AND CONFORMANCE TO THE CITY'S CODES

Article 13, *Definitions*, of the Unified Development Code (UDC) defines *Residential Infill in or Adjacent to an Established Subdivision* as "(t)he new development of a single-family home or duplex on an existing vacant or undeveloped parcel of land or the redevelopment of a developed parcel of land for a new single-family home or duplex within an established subdivision that is mostly or entirely built-out." An *established subdivision* is further defined in Subsection 02.03(B)(11) of Article 04, *Permissible Uses*, of the UDC as "...a subdivision that consists of five (5) or more lots, that is 90% developed, and that has been in existence for more than ten (10) years." The subject property is adjacent to Park Place West Phase 2 Addition, which has been in existence since August 8, 2005, consists of 92 residential lots, and is considered to be more than 90% developed. The *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the UDC, requires a Specific Use Permit (SUP) for *Residential Infill in or Adjacent to an Established Subdivision* in all single-family zoning districts, the Two-Family (2F) District, the Downtown (DT) District, and the Residential-Office (RO) District. This property, being in a Single Family 7 (SF-7) District, requires a Specific Use Permit (SUP).

In addition, Subsection 02.03(B)(11) of Article 04, *Permissible Uses*, of the UDC states that, "...the Planning and Zoning Commission and City Council shall consider the proposed size, location, and architecture of the home compared to the existing housing ... [and] (a)ll housing proposed under this section [i.e. Residential Infill in or Adjacent to an Established Subdivision] shall be constructed to be architecturally and visually similar or complimentary to the existing housing ..." The following is a summary of observations concerning the housing on Aluminum Plant Road compared to the house proposed by the applicant:

Housing Design and Characteristics	Existing Housing on Aluminum Plant Road and Renfro Street	Proposed Housing	
Building Height	One (1)	Two (2) Story (29' 1")	
Year Built	1956-2002	N/A	
Building SF on Property	936-3,400	3,073 SF	
Building Architecture	Traditional Suburban Residential & Newer Modern Residential Homes	Comparable Architecture to the Newer Homes in the area as well as Park Place.	
Building Setbacks:			
Front	The front yard setbacks appear to conform to the required 20-foot front yard setback.	>20-Feet	
Side	The side yard setbacks appear to conform to the required five (6) foot side yard setback.	X>6	
Rear	The rear yard setbacks appear conform to the required ten (10) feet rear yard setback.	X=10	
Building Materials	Brick and Siding	Hardie Board Siding	
Paint and Color	White, Cream, Brown, Blue, Red, and Grey	White	
Roofs	Composite Shingles	Composite Shingles	
Driveways/Garages	Driveways are all in the front with the orientations being flat front entry, side entry, and 'J' or traditional swing entry.	'J' Swing	

Staff should note that the proposed single-family home meets all of the density and dimensional requirements for the Single Family 7 (SF-7) District as stipulated by the Unified Development Code (UDC). For the purpose of comparing the proposed home to the existing single-family housing located adjacent to or in the vicinity of the subject property, staff has provided photos of the properties along Aluminum Plant Road and also provided the proposed building elevations in the attached packet. The approval of this request is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission and a finding that the proposed house will not have a negative impact on the existing subdivision.

NOTIFICATIONS

On September 19, 2025, staff mailed 72 notices to property owners and occupants within 500-feet of the subject property. Staff also sent a notice to the Park Place Homeowner's Associations (HOAs), which is the only HOA's or Neighborhood Organizations 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 the time this report was drafted, staff has received one (1) email notice in opposition of the applicant's request.

CONDITIONS OF APPROVAL

If the City Council chooses to approve of the applicant's request for a <u>Specific Use Permit (SUP)</u> to construct a single-family home as a *Residential Infill Adjacent to an Established Subdivision*, then staff would propose the following conditions of approval:

- (1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the <u>Specific</u> Use Permit (SUP) ordinance and which are detailed as follows:
 - (a) Development of the *Subject Property* shall generally conform to the <u>Residential Plot Plan</u> as depicted in Exhibit 'B' of the draft ordinance.

- (b) Construction of a single-family home on the *Subject Property* shall generally conform to the *Building Elevations* depicted in *Exhibit 'C'* of the draft ordinance; and,
- (c) Once construction of the single-family home has been completed, inspected, and accepted by the City of Rockwall, the Specific Use Permit (SUP) shall expire, and no further action by the property owner shall be required.
- (2) Any construction resulting from the approval of this <u>Specific Use Permit (SUP)</u> shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On October 14, 2025, the Planning and Zoning Commission approved a motion to recommend approval of a <u>Specific Use</u> <u>Permit (SUP)</u> by a vote of 7-0.



DEVELOPMENT APPLICATION

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

PLANNING & ZONING CASE	NO.					
<u>NOTE:</u> THE APPLICATION IS NOT CONSIDERED ACCEPTED B' CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER I SIGNED BELOW.						
DIRECTOR OF PLANNING:	WEST THEFT					
CITY ENGINEER:	。1995年198日 198日 198日 198日 198日 198日 198日 198日					

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF	DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:		
PLATTING APPLICATION FEES: ☐ MASTER PLAT (\$ 100.00 + \$ 15.00 ACRE) ¹ ☐ PRELIMINARY PLAT (\$ 200.00 + \$ 15.00 ACRE) ¹ ☐ FINAL PLAT (\$ 300.00 + \$ 20.00 ACRE) ¹ ☐ REPLAT (\$ 300.00 + \$ 20.00 ACRE) ¹ ☐ AMENDING OR MINOR PLAT (\$ 150.00) ☐ PLAT REINSTATEMENT REQUEST (\$ 100.00) SITE PLAN APPLICATION FEES:	ZONING APPLICATION FEES: ZONING CHANGE (\$200.00 + \$15.00 ACRE) 1 SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) 1 PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) 1 OTHER APPLICATION FEES: TREE REMOVAL (\$75.00) VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) 2 NOTES: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE		
☐ SITE PLAN (\$250.00 + \$20.00 ACRE) 1 ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)	PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE. 1: A #1.000.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.		
PROPERTY INFORMATION [PLEASE PRINT]			
ADDRESS 902 Aluminum Plan-	+ Rd Rockwall, Tx 75087		
GENERAL LOCATION			
ZONING, SITE PLAN AND PLATTING INFORMATION (PLEASE) CURRENT ZONING	PRINT] CURRENT USE		
PROPOSED ZONING	PROPOSED USE		
ACREAGE LOTS [CURRENT]	LOTS [PROPOSED]		
SITE PLANS AND PLATS: BY CHECKING THIS BOX YOU ACKNOWLEDGE THA REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF ST. RESULT IN THE DENIAL OF YOUR CASE.	NT DUE TO THE PASSAGE OF <u>HB3167</u> THE CITY NO LONGER HAS FLEXIBILITY WITH PAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL		
OWNER/AFPLICANT/AGENT INFORMATION [PLEASE PRINT/CHEC	CK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]		
OWNER OWNER	□ APPLICANT		
CONTACT PERSON Ty Mutcherson C	ONTACT PERSON		
ADDRESS STATE OF THE PARTY OF T	ADDRESS		
CITY, STATE & ZI	CITY, STATE & ZIP		
PHONI	PHONE		
E-MAI	E-MAIL		
NOTARY VERIFICATION [REQUIRED] BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FO	TT MUTCHCISON [OWNER] THE UNDERSIGNED, WHO OLLOWING:		
THEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL I TO COVER THE COST OF THIS APPLICATION, HAS E SEA Hora Total 2025 BY SIGNING THIS APPLICATION, I AGREE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALL SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIA	BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE		
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 10th DAY OF See	Notary Public STATE OF TEXAS		
OWNER'S SIGNATURE	My Comm. Exp. 05-26-26 Notary ID # 13378409-2		
no A annual and	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		





City of Rockwall Planning & Zoning Department 385 S. Goliad Street

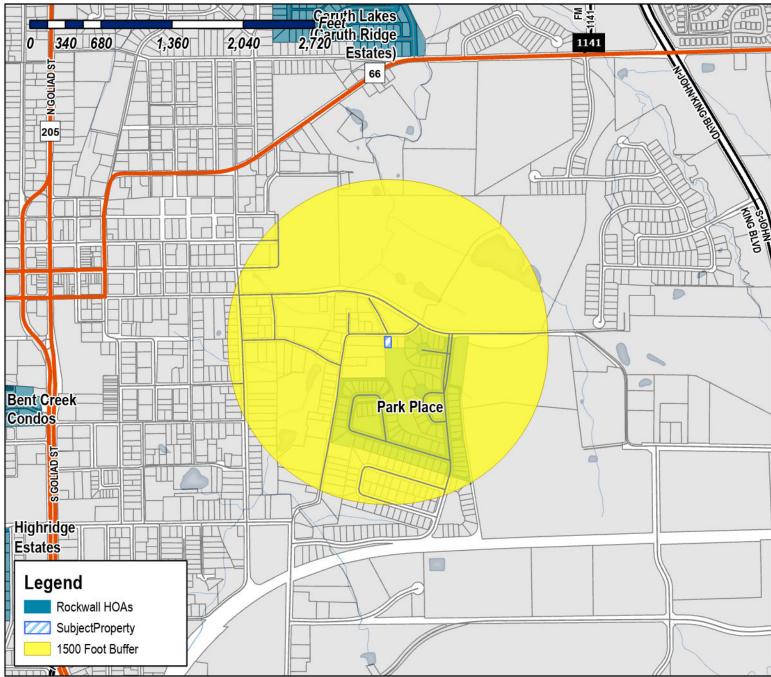
Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75087 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.





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Case Number: Z2025-063

Case Name: SUP for Residential Infill at 902

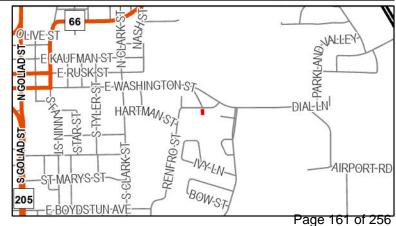
Aluminum Plant Road

Case Type: Zoning

Zoning: Single-Family 7 (SF-7) District **Case Address:** 902 Aluminum Plant Road

Date Saved: 9/12/2025

For Questions on this Case Call (972) 771-7745



From: Zavala, Melanie

Cc:Miller, Ryan; Lee, Henry; Ross, BethanySubject:Neighborhood Notification Program [Z2025-063]Date:Wednesday, September 17, 2025 11:08:35 AM

Attachments: Public Notice (09.16.2025).pdf

HOA Map (09.16.2025).pdf

HOA/Neighborhood Association Representative:

Per your participation in the <u>Neighborhood Notification Program</u>, you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on <u>Friday, September 19, 2025</u>. The Planning and Zoning Commission will hold a public hearing on <u>Tuesday, October 14, 2025 at 6:00 PM</u>, and the City Council will hold a public hearing on <u>Monday, October 20, 2025 at 6:00 PM</u>. Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

All interested parties are encouraged to submit public comments via email to Planning@rockwall.com at least 30 minutes in advance of the meeting. Please include your name, address, and the case number your comments are referring to. These comments will be read into the record during each of the public hearings. Additional information on all current development cases can be found on the City's website: https://sites.google.com/site/rockwallplanning/development/development-cases.

Z2025-063: SUP for a Residential Infill at 902 Aluminum Plant Road

Hold a public hearing to discuss and consider a request by T. J. Mutcherson for the approval of a <u>Specific Use Permit (SUP)</u> for Residential Infill Adjacent to an Established Subdivision for the purpose of constructing a single-family home on a 0.16-acre tract of land identified as a Tract 36 of R. Ballard Survey, Abstract No. 29, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 902 Aluminum Plant Road, and take any action necessary.

Thank you,

Melanie Zavala

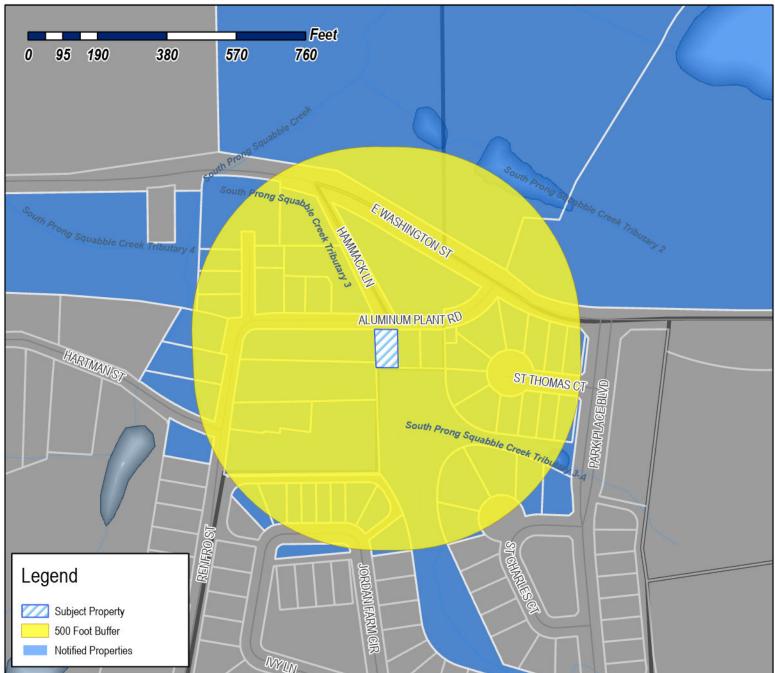
Planning & Zoning Coordinator | Planning Dept. | City of Rockwall 385 S. Goliad Street | Rockwall, TX 75087 Planning & Zoning Rockwall

972-771-7745 Ext. 6568



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





Case Number: Z2025-063

Case Name: SUP for Residential Infill at 902

Aluminum Plant Road

Case Type: Zoning

Zoning: Single-Family 7 (SF-7) District 902 Aluminum Plant Road

Date Saved: 9/12/2025

For Questions on this Case Call: (972) 771-7745



HONER PENNY MCNEIL **RESIDENT** LEE WILLIAM R & DEBRA 1001 SAINT CHARLES CT 1002 ST CHARLES CT 1002 SAINT CHARLES CT ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 TROSPER MARK AND GLORIA TROSPER MARK AND GLORIA RESIDENT 1007 ST. CHARLES CT 1007 ST. CHARLES CT 1015 ST CHARLES CT ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 TAYLOR TIMOTHY DAVID AND **IVEY BRUCE AND TINA** FOX DENNIS AND KAREN JUDY HELENE DUBREUIL 1026 ST THOMAS CT 1027 ST THOMAS CT 1023 ST THOMAS COURT ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 **BCL REAL ESTATE LLC** RESIDENT WHITWORTH JULIE A 103 GROSS RD 1030 ST THOMAS CT **1031 ST THOMAS COURT** MESQUITE, TX 75149 ROCKWALL, TX 75087 ROCKWALL, TX 75087 EDWARDS EDWINA W REVOCABLE TRUST EDWARDS EDWINA W REVOCABLE TRUST EDWARDS EDWINA W REVOCABLE TRUST **EDWINA W EDWARDS TRUSTEE EDWINA W EDWARDS TRUSTEE EDWINA W EDWARDS TRUSTEE** 1034 ST THOMAS CT 1034 ST THOMAS CT 1034 ST THOMAS CT ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 BFFR TFRRY LAND JOHNSON RICHARD ERIC AND DIANNA MUNRO RESIDENT CYNTHIA OLSON 1035 SAINT THOMAS CT 1038 ST THOMAS CT 1039 ST THOMAS CT ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 SOMMER RICHELLE AND RICHARD SOUTHERLAND CHRISTOPHER AND JENNIFER RESIDENT 1042 SAINT THOMAS CT 1043 ST THOMAS COURT 1046 ST THOMAS CT ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 TAH MS BORROWER LLC RESIDENT RESIDENT C/O TRICON AMERICAN HOMES LLC 202 HAMMACK LN 202 RENFRO ST 15771 RED HILL AVE ROCKWALL, TX 75087 ROCKWALL, TX 75087 **TUSTIN, CA 92780** RESIDENT RESIDENT RESIDENT 203 RENFRO ST 204 RENFRO ST 206 HAMMACK LN ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 COLUMBIA EXTRUSIONS CORP ESPINOZA MARCELA P AND ROLAND WOOD WILLIAM AND SANDIE

207 WADE DRIVE

ROCKWALL, TX 75087

206 RENFRO ST

ROCKWALL, TX 75087

ATTN BILL BRICKER

2235 RIDGE RD STE 201

ROCKWALL, TX 75087

LIGHTFOOT MARSHALL K AND CYNTHIA DAWN LIGHTFOOT MARSHALL & CYNTHIA **RESIDENT** 256 WINDY LN 256 WINDY LN 301 RENFRO ST ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 **ZYLKA PROPERTIES LLC** CHERRY JOHN T RESIDENT 3021 RIDGE ROAD A66 **303 RENFRO STREET** 305 RENFRO ST ROCKWALL, TX 75032 ROCKWALL, TX 75087 ROCKWALL, TX 75087 PARK PLACE WEST HOMEOWNERS ASSOCIATION BLACKWOOD SCOTT W & GLENITA G STRADTMANN TROY H 3514 LAKESIDE DR 366 RENFRO ST 305 PARK PLACE BLVD ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 MEYER DAVID JAMES AND ALETA KAY JOHNSON DANA RESIDENT 369 JORDAN FARM CIR 373 JORDAN FARM CIRCLE 374 RENFRO ST ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 YOUNT STEPHEN & PHYLLIS J SIKES MARK EUGENE AND AMY CHRISTINE RESIDENT 377 JORDAN FARM CIR 381 JORDAN FARM CIR 382 RENFRO ST ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 HALL JESSIE MARIE AND CITY OF ROCKWALL MOSBY CYNTHIA ANN BURTON ATTN; MARY SMITH JAMIE KATE HALL 385 JORDAN FARM CIRCLE 382 RENFRO ST 385 S GOLIAD ST ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 CITY OF ROCKWALL **FAUCON SERGE AND JENNIFER** PEURIFOY REBECCA 389 JORDAN FARM CIRCLE 393 JORDAN FARM CIR 385 S GOLIAD ST ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 LADD CHARLES RESIDENT **CLARK JERRY W & PAMELA** 397 Jordan Farm Cir 400 RENFRO ST **401 RENFRO ST** Rockwall, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 MARSHA FREDERICK FAMILY LIVING TRUST PRATER SAMUEL LEE AND LAUREN NICOLE **RUFF DAVID & ANNE** MARSHA R FREDERICK - TRUSTEE 6105 LAKESHORE DR **428 COACHLIGHT TRL** 405 JORDAN FARM CIR ROCKWALL, TX 75087 ROWLETT, TX 75089 ROCKWALL, TX 75087

SWANSON PARKER G AND ABBY M

724 E WASHINGTON STREET

ROCKWALL, TX 75087

HARNED CHRISTOPHER SHAWN & SHONDA AND

RHONDA SUSAN CASKEY

701 LONE RIDER CT

ROCKWALL, TX 75087

RESIDENT

801 ALUMINUM PLANT RD

ROCKWALL, TX 75087

WISE ALICE 803 ALUMINUM PLANT ROAD ROCKWALL, TX 75087 RESIDENT 805 ALUMINUM PLANT RD ROCKWALL, TX 75087 RESIDENT 815 E WASHINGTON ST ROCKWALL, TX 75087

WARDELL JOHN AND JAKE WARDELL 880 IVY LN ROCKWALL, TX 75087

WARDELL JAKE P AND MEREDITH K 880 SHORES BLVD ROCKWALL, TX 75087 RESIDENT
902 ALUMINUM PLANT RD
ROCKWALL, TX 75087

RESIDENT 904 ALUMINUM PLANT RD ROCKWALL, TX 75087 STATON CARL E & BOBBIE JANE 906 ALUMINUM PLANT RD ROCKWALL, TX 75087 RUSHING JOE L & DONNA S 9414 SHEARER ST ROWLETT, TX 75088

RESIDENT 945 E WASHINGTON ST ROCKWALL, TX 75087 2020 T R MARTIN REVOCABLE TRUST
CHARLES TED MARTIN AND RHONDA KAREN
MARTIN- TRUSTEES
995 ST CHARLES COURT
ROCKWALL, TX 75087

HARRIS HOLLI J PO BOX 2191 ROCKWALL, TX 75087 Property Owner and/or Resident of the City of Rockwall:

You are hereby notified that the City of Rockwall Planning and Zoning Commission and City Council will consider the following application:

Z2025-063: SUP for a Residential Infill at 902 Aluminum Plant Road

Hold a public hearing to discuss and consider a request by T. J. Mutcherson for the approval of a <u>Specific Use Permit (SUP)</u> for Residential Infill Adjacent to an Established Subdivision for the purpose of constructing a single-family home on a 0.16-acre tract of land identified as a Tract 36 of R. Ballard Survey, Abstract No. 29, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 902 Aluminum Plant Road, and take any action necessary.

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on <u>Tuesday, October 14, 2025 at 6:00 PM</u>, and the City Council will hold a public hearing on <u>Monday, October 20, 2025 at 6:00 PM</u>. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

As an interested property owner, you are invited to attend these meetings. If you prefer to express your thoughts in writing please return the form to:

Bethany Ross

Rockwall Planning and Zoning Dept. 385 S. Goliad Street Rockwall, TX 75087

You may also email your comments to the Planning Department at planning@rockwall.com. If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by Monday, October 20, 2025 at 4:00 PM to ensure they are included in the information provided to the City Council.

Sincerely,

Ryan Miller, AICP
Director of Planning & Zoning

USE THIS QR CODE TO GO DIRECTLY TO THE WEBSITE



MORE INFORMATION ON THIS CASE CAN BE FOUND AT: https://sites.google.com/site/rockwallplanning/development/development-cases
PLEASE RETURN THE BELOW FORM
Case No. Z2025-063: SUP for a Residential Infill at 902 Aluminum Plant Road
Please place a check mark on the appropriate line below:
☐ I am in favor of the request for the reasons listed below.
☐ I am opposed to the request for the reasons listed below.
Name:
Address:

Tex. Loc. Gov. Code, Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE

 From:
 John Cherry

 To:
 Miller, Ryan

 Cc:
 Planning

Subject: Case No. Z2025-063 SUP at 902 Aluminum Plant Road

Date: Thursday, October 2, 2025 8:44:46 AM

Hi Ryan and Planning Department,

I am writing regarding the SUP request for a Residential Infill at 902 Aluminum Plant Road (Case No. Z2025-063). I am opposed to the request as currently proposed.

This lot is substandard in size at 6,969 sq ft, below the 7,000 sq ft minimum required for SF-7. The proposed home design is too large in massing for a lot of this size. While it may meet the technical height measurement standard of 32' at the midpoint of the pitched roof, the overall height shown on the plans is over 37'. This scale feels disproportionate for such a small lot and does not fit the established character of the street, where all existing homes are modest, single-story residences.

Allowing this two-story design would introduce a structure that is both out of scale and out of step with the aesthetics of the neighborhood. I respectfully request that the City require a home design more appropriate in size and massing to the lot and consistent with the surrounding one-story homes.

Thank you for your consideration, John Cherry 303 Renfro Street Rockwall, TX 75087

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.









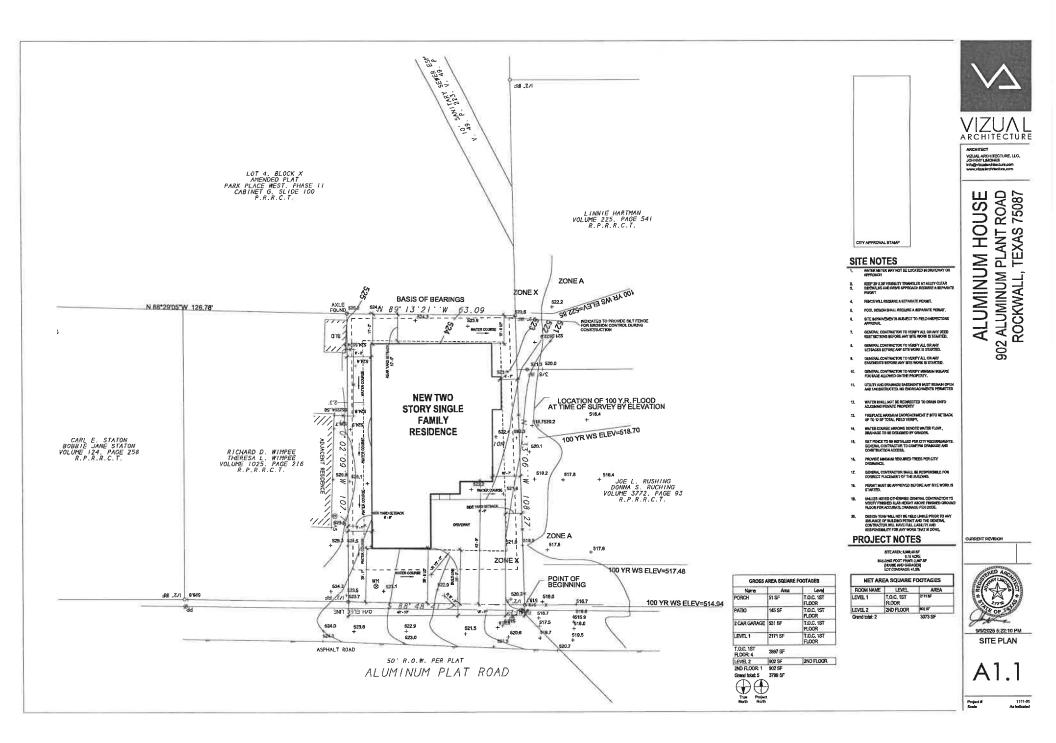


ALUMINUM HOUSE 902 ALUMINUM PLANT ROAD ROCKWALL, TEXAS 75087



A8.1

Project # Scale





HOUSING ANALYSIS FOR CASE NO. Z2025-063

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

ADJACENT HOUSING ATTRIBUTES					
ADDRESS	HOUSING TYPE	YEAR BUILT	HOUSE SF	ACCESSORY BUILDING SF	EXTERIOR MATERIAL
801 Aluminum Plant Road	Single-Family home	1965	1,572	120	Siding
803 Aluminum Plant Road	Single-Family home	1975	1,592	240; 100	Siding
805 Aluminum Plant Road	Single-Family home	1958	2,392	N/A	Siding
906 Aluminum Plant Road	Single-Family home	1975	1,998	140	Siding
904 Aluminum Plant Road	Single-Family home	1977	1,654	100	Brick [Painted]
203 Renfro Street	Single-Family home	1988	1,224	N/A	Siding
204 Renfro Street	Single-Family home	1975	936	24	Siding
206 Renfro Street	Single-Family home	1975	1,796	104	Siding
303 Renfro Street	Single-Family home	1975	3,400	N/A	Brick [Painted]
305 Renfro Street	Single-Family home	1965	1,614	N/A	Brick [Painted]
366 Renfro Street	Single-Family home	2002	1,817	N/A	Siding
374 Renfro Street	Single-Family home	2002	1,848	N/A	Siding
382 Renfro Street	Single-Family home	1998	1,888	N/A	Brick and Siding
400 Renfro Street	Single-Family home	1983	1,491	N/A	Brick [Painted]
401 Renfro Street	Single-Family home	1956	2,818	300; 1600	Siding
402 Renfro Street	Single-Family home	1983	1,457	N/A	Brick and Siding
404 Renfro Street	Single-Family home	1983	1,356	N/A	Brick
406 Renfro Street	Single-Family home	1983	1,356	N/A	Brick
408 Renfro Street	Single-Family home	1983	1,457	N/A	Brick and Siding
410 Renfro Street	Single-Family home	1983	1,466	N/A	Brick
	AVERAGES:	1980	1,757		



HOUSING ANALYSIS FOR CASE NO. Z2025-063



801 Aluminum Plant Road



803 Aluminum Plant Road



HOUSING ANALYSIS FOR CASE NO. Z2025-063



805 Aluminum Plant road



906 Aluminum Plant Road



HOUSING ANALYSIS FOR CASE NO. Z2025-063



203 Renfro Street



204 Renfro Street



HOUSING ANALYSIS FOR CASE NO. Z2025-063



206 Renfro Street



303 Renfro Street



HOUSING ANALYSIS FOR CASE NO. Z2025-063



305 Renfro Street



366 Renfro Street



HOUSING ANALYSIS FOR CASE NO. Z2025-063



382 Renfro Street



400 Renfro Street



HOUSING ANALYSIS FOR CASE NO. Z2025-063

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



401 Renfro Street



402 Renfro Street



HOUSING ANALYSIS FOR CASE NO. Z2025-063

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



404 Renfro Street



406 Renfro Street



HOUSING ANALYSIS FOR CASE NO. Z2025-063

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



408 Renfro Street



410 Renfro Street

ORDINANCE NO. 25-XX

SPECIFIC USE PERMIT NO. <u>S-3XX</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 RESIDENTIAL INFILL ADJACENT TO AN ESTABLISHED SUBDIVISION ON A 0.16-ACRE PARCEL OF LAND, IDENTIFIED AS TRACT 36 OF R. BALLARD SURVEY, ABSTRACT NO. 29, 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 T.J. Mutcherson for the approval of a <u>Specific Use Permit (SUP)</u> for Residential Infill Adjacent to an Established Subdivision on a 0.16-acre parcel of land identified as Tract 36 of the R. Ballard Survey, Abstract No. 29, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 902 Aluminum Plant Road, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that 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 Residential Infill Adjacent to an Established Subdivision in accordance with Article 04, Permissible Uses, of the Unified Development Code (UDC) [Ordinance No. 20-02] on the Subject Property; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 03.01, *General Residential District Standards*, and Subsection 03.09, *Single-Family 7 (SF-7) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02] -- as heretofore amended and may be amended in the future -- and with the following conditions:

Page | 1

Z2025-063: SUP for 902 Aluminum Plant Road Ordinance No. 25-XX; SUP # S-3XX

2.1 OPERATIONAL CONDITIONS

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

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

2.2 COMPLIANCE

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

- 1) Upon obtaining a *Building Permit*, should the contractor operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].
- **SECTION 3.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.
- **SECTION 4.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.
- **SECTION 5.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS* (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.
- **SECTION 6.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.
- **SECTION 7.** That this ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 3RD DAY OF NOVEMBER, 2025.

	Tim McCallum, <i>Mayor</i>
ATTEST:	
Kristy Teague, City Secretary	
APPROVED AS TO FORM:	
Frank J. Garza, City Attorney	
1 st Reading: October 20, 2025	

Z2025-063: SUP for 902 Aluminum Plant Road Ordinance No. 25-XX; SUP # S-3XX

2nd Reading: *November 3, 2025*

Page | 3

Exhibit 'A':
Location Map

Address: 902 Aluminum Plant Road

Legal Description: Tract 36, of the R. Ballard Survey, Abstract No. 29

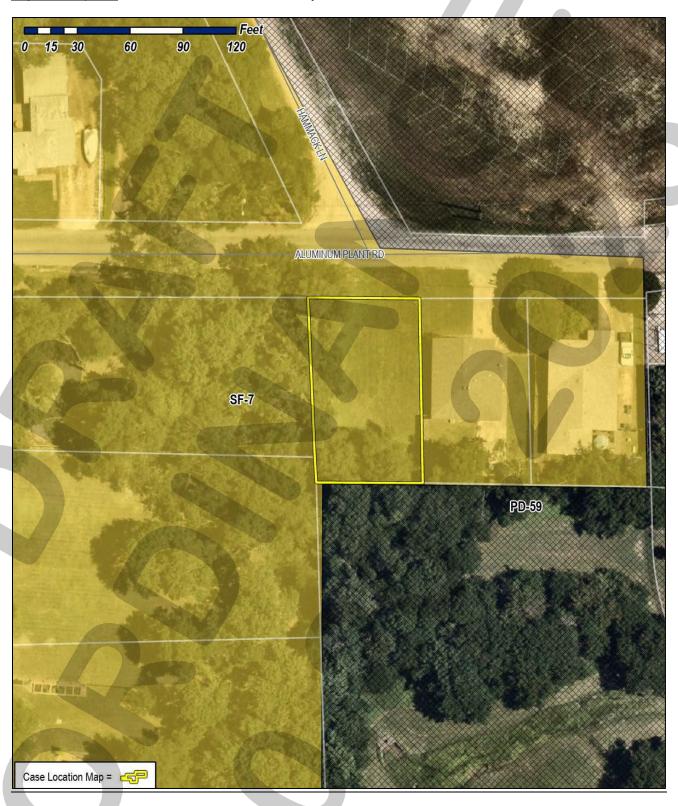
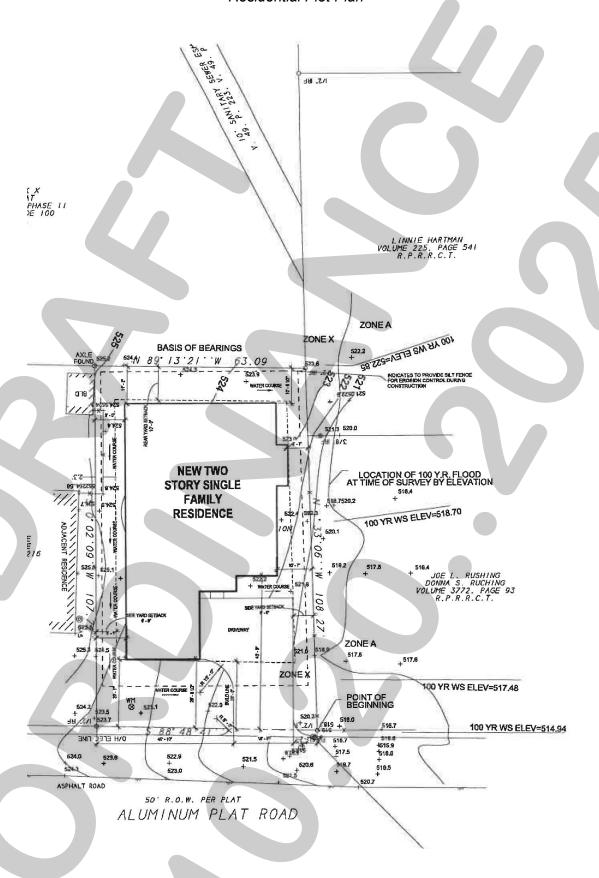


Exhibit 'B': Residential Plot Plan



Z2025-063: SUP for 902 Aluminum Plant Road Ordinance No. 25-XX; SUP # S-3XX

Page | 5

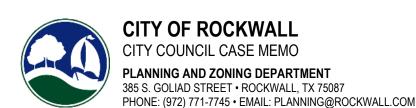
Exhibit 'C':Building Elevations



01 REAR ELEVATION

Exhibit 'C':Building Elevations





TO: Mayor and City Council DATE: October 20, 2025

APPLICANT: Phillip Craddock; Craddock Architecture, PLLC

CASE NUMBER: Z2025-064; Specific Use Permit (SUP) for 1020 La Jolla Pointe Drive

SUMMARY

Hold a public hearing to discuss and consider a request by Phillip Craddock of Craddock Architecture, PLLC on behalf of Clay Shipman of Shipman Fire Protection for the approval of a <u>Specific Use Permit (SUP)</u> to exceed the <u>Maximum Permissible Height in a Commercial (C) District</u> on a 5.104-acre tract of land identified as Lot 19, Block A, La Jolla Pointe Addition and Lots 10 & 24, Block A, La Jolla Pointe, Phase 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the Scenic Overlay (SOV) and IH-30 Overlay (IH-30 OV) District, addressed as 1020 La Jolla Pointe Drive.

BACKGROUND

The subject property was annexed by the City Council on November 7, 1960 by *Ordinance No. 60-04* [Case No. A1960-002]. At the time of annexation, the subject property was zoned Agricultural (AG) District. At some point between the time of annexation and January 3, 1972, the subject property was zoned from an Agricultural (AG) District to a Commercial (C) District. On July 17, 2018, the City Council approved a site plan [*i.e. Case No. SP2018-016*] for the subject property depicting the location of a three (3) story office building and one (1) story garage. On December 3, 2018, the City Council approved a replat [Case No. P2018-039] for the subject property creating Lot 3, Block A, La Jolla Pointe Addition, Phase 2. According to the Rockwall Central Appraisal District (RCAD), there is a three (3) story office building that was built in 2019 and a 1,116 SF parking garage situated on the subject property. Since 2019, the subject property has remained the same.

PURPOSE

On September 12, 2025, the applicant -- *Phillip Craddock of Craddock Architecture, PLLC* -- submitted an application requesting a Specific Use Permit (SUP) for an *Office Building* that will exceed 60-feet in height on the subject property.

ADJACENT LAND USES AND ACCESS

The subject property is addressed as 1020 La Jolla Pointe Drive. The land uses adjacent to the subject property are as follows:

North:

Directly north of the subject property is La Jolla Pointe Drive, which is identified as a *Minor Collector* on Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a 100-foot right-of-way owned by the *Union Pacific/Dallas Garland NE Railroad*. Beyond this is Phase 3 of the Lakeside Village Subdivision, which consists of 118 single-family residential lots. This subdivision was established in 1972 and is zoned Planned Development District 2 (PD-2) for single-family residential land uses.

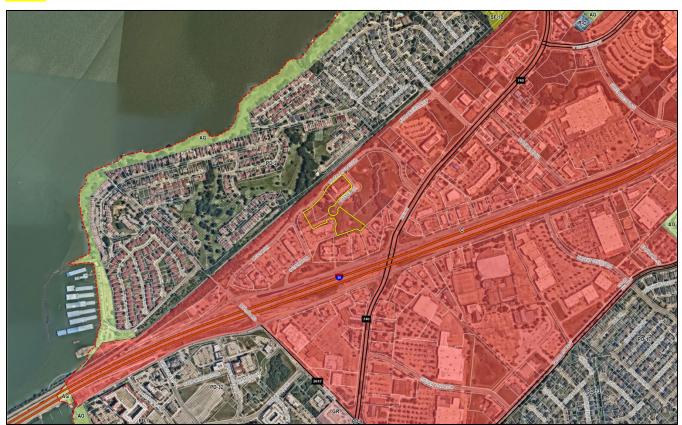
South:

Directly south of the subject property is a 4.584-acre parcel of land (*i.e.* Lot 22, Block A, La Jolla Pointe Addition), which is zoned Commercial (C) District and is currently vacant. Beyond this are several parcels of land developed with restaurants (*i.e.* Steak N Shake, IHOP, Waffle House, Velvet Taco, and Snuffers) that are zoned Commercial (C) District. Beyond that is the westbound frontage road of IH-30, followed by the main lanes of IH-30, and the eastbound frontage road for IH-30.

East: Directly east of the subject property is a 4.584-acre parcel of land (i.e. Lot 22, Block A, La Jolla Pointe Addition) which is zoned Commercial (C) District and is currently vacant. Beyond this are three (3) parcels of land developed with Office Buildings (i.e. Ebby Halliday, Allstate, Epstein & Kolacz) and zoned Commercial (C) District. Beyond this is Ridge Road, which is identified as a A4D (i.e. major arterial, four [4] lane, divided roadway) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Following this are several parcels of land developed with commercial/retail land uses that are zoned Commercial (C) District.

<u>West</u>: Directly west of the subject property is a 100-foot right-of-way owned by the *Union Pacific/Dallas Garland NE Railroad*. Following this is Phase 3 of the Lakeside Village Subdivision, which consists of 118 single-family residential lots. This subdivision was established in 1972 and is zoned Planned Development District 2 (PD-2) for single-family residential land uses. Beyond that is the take line for Lake Ray Hubbard which is zoned Agricultural (AG) District, followed by the corporate city limits for the City of Rockwall.

MAP 1: LOCATION MAP
YELLOW: SUBJECT PROPERTY



CHARACTERISTICS OF THE REQUEST

The applicant has submitted a concept plan and conceptual building elevations indicating that the proposed development will consist of a multi-story *Office Building* and a *Restaurant*. Based on the conceptual plans, the intent of the requested Specific Use Permit (SUP) is to develop the subject property with one (1) *Office Building* that exceeds the height requirement of 60-feet stipulated by the Commercial (C) District. According to the submitted building elevations, the proposed structure consists of four (4) occupied levels with a partial basement, achieving a total building height of approximately 91-feet to the tower top and 81-feet to the tower eaves. As mentioned earlier, the Commercial (C) District establishes a maximum height of 60-feet; therefore, the applicant is requesting a Specific Use Permit (SUP) to exceed this limit by approximately 31-feet. Architecturally, the building incorporates a combination of brick masonry in red, gray, and black tones, white and gray three (3) part stucco finishes, cast stone accents, and a standing seam metal roof with black metal trim. The design features a tower element that provides vertical articulation and serves as a defining architectural feature rather than an occupied upper story. This is similar in style to the existing three (3) story office building that was built in 2019. The applicant has also indicated that an allowed by-right *restaurant* that meets the height requirement of the Commercial (C) District will be constructed on the subject property.

CONFORMANCE WITH THE CITY'S CODES

According to Article 13, *Definitions*, of the Unified Development Code (UDC), an *Office Building* is defined as "(a) facility that provides executive, management, administrative, or professional services... not involving the sale of merchandise except as incidental to a permitted use. Typical examples include real estate, insurance, property management, investment, employment, travel, advertising, law, architecture, design, engineering, accounting, call centers, and similar offices." In this case, the proposed concept plan indicates the development of an *Office Building* on the subject property, which is in conformance with this definition. In addition, according to Subsection 04.01, *General Commercial (C) District Standards*, Article 05, *District Development Standards*, of the Unified Development Code (UDC), any building over 60-feet in height requires a Specific Use Permit (SUP). This requirement prompted the applicant to submit for the proposed Specific Use Permit (SUP).

OURHOMETOWN VISION 2040 COMPREHENSIVE PLAN

According to the Future Land Use Plan contained in the OURHometown Vision 2040 Comprehensive Plan, the subject property is situated within the IH-30 Corridor District. All of the property located within the IH-30 Corridor District is designated for the Special Commercial (SC) Corridor land use. The OURHometown Vision 2040 Comprehensive Plan describes the Special Commercial (SC) Corridor as being reserved for Regional Centers, which are described as being one (1) of the following four (4) models: Strip Retail Center, Mixed-Use Center, Town Center, or Regional Designation Center, however, the Primary Land Uses identified for this land use designation include Corporate Office. Based on this, the applicant's request is in conformance with the Future Land Use Plan. Staff should also note that the IH-30 Corridor District is divided into three (3) Corridor Zones (i.e. the Preservation, Opportunity, and Transitional Zones). In this case, the subject property is located within a Transitional Zone, which is defined as "(a) segment of the existing corridor that is currently underutilized due to incompatible land uses, building design, commercial densities, and/or land uses that do not maximize tax potential." The subject property is currently vacant and is surrounded by single-story, single-tenant Office Buildings and Restaurants. Based on this, the proposed future development would appear to better conform to the IH-30 Corridor Plan contained in Appendix 'B', Corridor Plans, of the OURHometown Vision 2040 Comprehensive Plan than the existing development in the area.

STAFF ANALYSIS

In this case, the proposed concept plan and conceptual building elevations appear to conform with all of the density and dimensional requirements applicable to properties located within the Commercial (C) District, with the exception of the maximum height requirement. The applicant's proposal also appears to align with the intent of the OURHometown Vision 2040 Comprehensive Plan, which encourages high-quality, visually appealing development along major corridors and gateway entries into the City. Staff has included provisions in the Specific Use Permit (SUP) ordinance that will require general conformance with the concept plan and conceptual elevations at the time of site plan approval, and that the proposed buildings shall not exceed 91-feet in height, as depicted in the conceptual building height exhibit.

To provide context, there are two (2) recent approvals -- *directly adjacent to the subject property* -- for similar Specific Use Permits (SUPs) allowing building heights exceeding the 36-foot limit within the Scenic Overlay (SOV) District. On August 7, 2017, the City Council approved a Specific Use Permit (SUP) for a hotel located within the Scenic Overlay (SOV) District southwest of the subject property that exceeded the 36-foot height standard under similar circumstances. This Specific Use Permit (SUP) permitted the hotel -- *now known as the Hyatt Rockwall Hotel* -- to a total height of 60-feet. On January 2, 2024, the City Council approved a Specific Use Permit (SUP) for the Rockwall Economic Development Corporation (REDC) pertaining to a 9.94-acre site northeast of the subject property. This Specific Use Permit (SUP) permitted office buildings up to 120-feet in height, subject to conformance with the approved concept plan and conceptual building height exhibit, and incorporated an expiration clause requiring reauthorization after ten (10) years. These prior cases demonstrate that the City Council has historically utilized the Specific Use Permit (SUP) process within the Scenic Overlay (SOV) District to allow limited height increases where warranted by site context, architectural design quality, and consistency with adopted long-range planning documents. In this case, the Commercial (C) District, has a similar height restriction of 60-feet. With that being said, a request for a Specific Use Permit (SUP) remains a discretionary decision for the City Council, pending a recommendation from the Planning and Zoning Commission.

NOTIFICATIONS

On September 19, 2025 staff mailed 58 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Lakeside Village and Turtle Cove Homeowner's Association (HOA), which are the only Homeowners' Associations (HOAs) and/or Neighborhood Organizations 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 the time this report was drafted, staff has not received any property owner notifications in regard to the applicant's request.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the applicant's request for a <u>Specific Use Permit (SUP)</u> for an Office Building that exceeds 60-feet in height on the subject property, then staff would propose the following conditions of approval:

- (1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the Specific Use Permit (SUP) ordinance and which are detailed as follows:
 - (a) The development of an *Office Building* on the *Subject Property* shall generally conform to the *Site Plan* as depicted in *Exhibit* 'B' of this ordinance.
 - (b) The construction of an Office Building on the Subject Property shall generally conform to the Building Elevations depicted in Exhibit 'C' of this ordinance.
 - (c) The proposed *Office Building* shall not exceed a maximum overall height of 91.00-feet as measured from the average elevation of the finished grade along the front of the building to the highest point of the roof or parapet of the building.
- (2) Any construction resulting from the approval of this Specific Use Permit (SUP) shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On October 14, 2025, the Planning and Zoning Commission approved a motion to recommend approval of the *Specific Use Permit (SUP)* by a vote of 7-0.



DEVELOPMENT APPLICATION

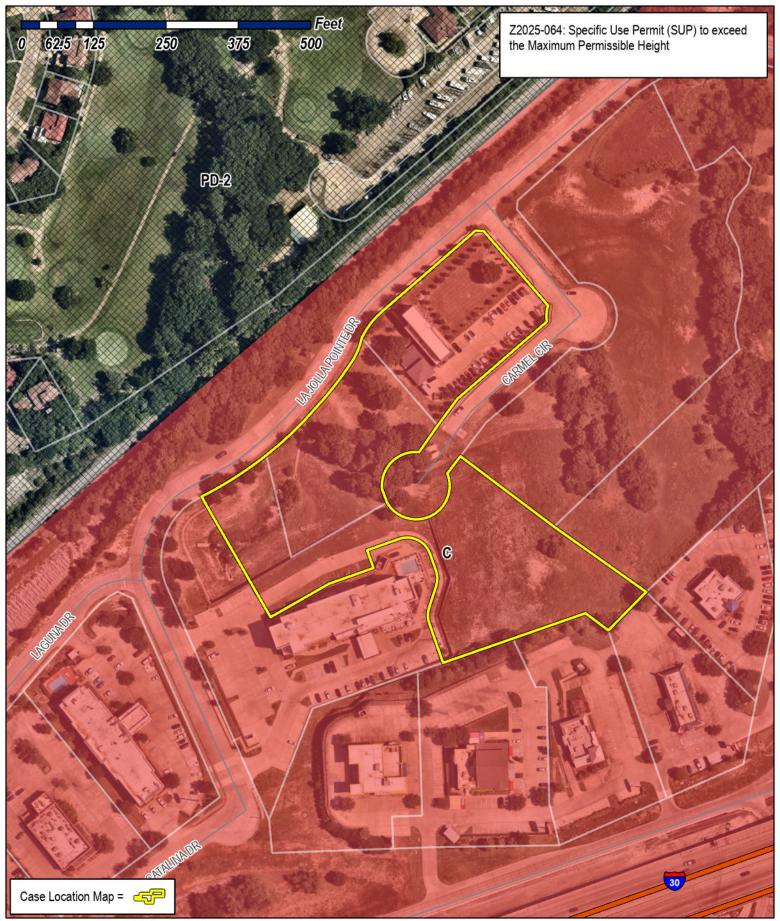
City of Rockwall Planning and Zoning Department 385 S. Goliad Street Rockwall, Texas 75087

- STAFF USE ONLY	E NO.
	S NOT CONSIDERED ACCEPTED BY THE DIRECTOR AND CITY ENGINEER HAVE
DIRECTOR OF PLANNING:	
CITY ENGINEER:	

Rockwall, Texas 75087 PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]: **ZONING APPLICATION FEES:** PLATTING APPLICATION FEES: ☐ ZONING CHANGE (\$200.00 + \$15.00 ACRE) 1 ☐ MASTER PLAT (\$100.00 + \$15.00 ACRE) 1 SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) 1 & 2 ☐ PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) 1 ☐ FINAL PLAT (\$300.00 + \$20.00 ACRE) 1 ☐ PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) 1 ☐ REPLAT (\$300.00 + \$20.00 ACRE)1 OTHER APPLICATION FEES: ☐ AMENDING OR MINOR PLAT (\$150.00) ☐ TREE REMOVAL (\$75.00) ☐ PLAT REINSTATEMENT REQUEST (\$100.00) ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) ² SITE PLAN APPLICATION FEES: 1: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE. ☐ SITE PLAN (\$250.00 + \$2(☐) ACRE) 1 2: A \$1,000.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00) INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT. PROPERTY INFORMATION [PLEASE PRINT] 1020 LA JOLLA POINTE DRIVE, ROCKWALL TEXAS, 75087 **ADDRESS** LOT **BLOCK** SUBDIVISION LA JOLLA POINTE ADDITION 24,10,19 **GENERAL LOCATION** NORTH OF I-30 EAST OF HORIZON ROAD ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT] **CURRENT ZONING** C - COMMERCIAL **CURRENT USE** OFFICE "B" PROPOSED USE PROPOSED ZONING OFFICE BUILDING / COFFEE SHOP C - COMMERCIAL LOTS [CURRENT] LOTS [PROPOSED] **ACREAGE** 5.104 TOTAL SITE PLANS AND PLATS: BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE. OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED] **APPLICANT** ☐ OWNER SHIPMAN FIRE PROTECTION CRADDOCK ARCHITECTURE, PLLC **CONTACT PERSON** PHILLIP CRADDOCK **CONTACT PERSON CLAY SHIPMAN ADDRESS** 551 EMBARGO DR **ADDRESS** 1020 LA JOLLA POINTE DRIVE CITY, STATE & ZIP FATE, TEXAS 75189 CITY, STATE & ZIP **ROCKWALL, TEXAS 75087** PHONE 682-223-1922 PHONE 214-952-0527 PHILLIP@CRADDOCKARCHITECTURE.COM CLAY@SHIPMAN-FIRE.COM E-MAIL E-MAIL NOTARY VERIFICATION [REQUIRED] BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **CLAY SHIPMAN** IOWNERI THE UNDERSIGNED. WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING: "I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF

TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE

DAY OF TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE _ 276.56 BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION. Amber Peabody GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS My Commission Expires 5/9/2028 OWNER'S SIGNATURE Notary ID 130652676 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS





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

(P): (972) 771-7745 (W): www.rockwall.com

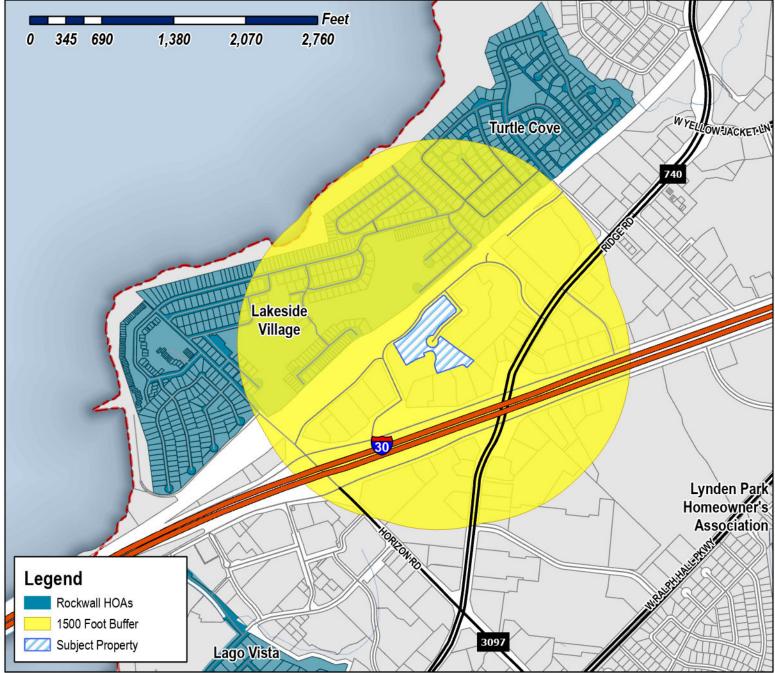
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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





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Case Number: Z2025-064

Case Name: SUP to exceed the Maximum

Permissible Height

Case Type: Zoning

Zoning: Commercial (C) District 1020 La Jolla Drive

Date Saved: 9/12/2025

For Questions on this Case Call (972) 771-7745



From: Zavala, Melanie

Cc:Miller, Ryan; Lee, Henry; Ross, BethanySubject:Neighborhood Notification Program [Z2025-064]Date:Wednesday, September 17, 2025 11:05:33 AM

Attachments: Public Notice (08.19.2025).pdf

HOA Map (09.16.2025).pdf

HOA/Neighborhood Association Representative:

Per your participation in the <u>Neighborhood Notification Program</u>, you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on <u>Friday, September 19, 2025</u>. The Planning and Zoning Commission will hold a public hearing on <u>Tuesday, October 14, 2025 at 6:00 PM</u>, and the City Council will hold a public hearing on <u>Monday, October 20, 2025 at 6:00 PM</u>. Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

All interested parties are encouraged to submit public comments via email to Planning@rockwall.com at least 30 minutes in advance of the meeting. Please include your name, address, and the case number your comments are referring to. These comments will be read into the record during each of the public hearings. Additional information on all current development cases can be found on the City's website: https://sites.google.com/site/rockwallplanning/development/development-cases.

Z2025-064: SUP to Exceed the Maximum Permissible Height in a Commercial (C) District Hold a public hearing to discuss and consider a request by Phillip Craddock of Craddock Architecture, PLLC on behalf of Clay Shipman of Shipman Fire Protection for the approval of a Specific Use Permit (SUP) to exceed the Maximum Permissible Height in a Commercial (C) District on a 5.104-acre tract of land identified as Lot 19, Block A, La Jolla Pointe Addition and Lots 10 & 24, Block A, La Jolla Pointe, Phase 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the Scenic Overlay (SOV) and IH-30 Overlay (IH-30 OV) District, addressed as 1020 La Jolla Pointe Drive.

Thank you,

Melanie Zavala

Planning & Zoning Coordinator | Planning Dept.| City of Rockwall 385 S. Goliad Street | Rockwall, TX 75087

Planning & Zoning Rockwall

972-771-7745 Ext. 6568



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Permissible Height

Case Type: Zoning

Zoning: Commercial (C) District 1020 La Jolla Drive

Date Saved: 9/12/2025

For Questions on this Case Call: (972) 771-7745



FIRE HOUSE RE LLC 1020 LA JOLLA POINTE DR ROCKWALL, TX 75087 SHIPMAN FIRE GROUP INC 1020 LA JOLLA POINTE DRIVE ROCKWALL, TX 75087 ROCKWALL RMKP LP 1033 KINGSBRIDGE LN ROCKWALL, TX 75032

STEAK N SHAKE OPERATIONS, INC C/O THE STEAK N SHAKE COMPANY 107 S Pennsylvania St Ste 400 Indianapolis, IN 46204

RESIDENT 1549 LAGUNA DR ROCKWALL, TX 75087 RESIDENT 1599 LAGUNA DR ROCKWALL, TX 75087

RESIDENT 1600 LA JOLLA POINTE DR ROCKWALL, TX 75087 SHIPMAN CLAY 16001 LA JOLLA POINT DR ROCKWALL, TX 75087

DROBLYN JOHN 16178 COUNTY ROAD 431 LINDALE, TX 75771

RICHARD HARRIS AND JUDY HARRIS FAMILY TRUST RICHARD AND JUDY HARRIS- TRUSTEES 210 GLENN AVENUE ROCKWALL, TX 75087

BROOKS TIM 2602 Ridge Rd Ste 1 Rockwall, TX 75087 RESIDENT 2604 RIDGE RD ROCKWALL, TX 75087

RESIDENT 2608 RIDGE RD ROCKWALL, TX 75087 RESIDENT 2610 RIDGE RD ROCKWALL, TX 75087 RESIDENT 2616 RIDGE RD ROCKWALL, TX 75087

RESIDENT 3002 PRESTON TR ROCKWALL, TX 75087 ROGERS GENTRY 3003 PRESTON COURT ROCKWALL, TX 75087 RESIDENT 3004 PRESTON TR ROCKWALL, TX 75087

MILLER KATHLEEN PALMER 3004 PRESTON CT ROCKWALL, TX 75087 RESIDENT 3005 PRESTON CT ROCKWALL, TX 75087 RESIDENT 3006 PRESTON TR ROCKWALL, TX 75087

HAMBLEY DAVID L JR & CAROL A 3006 PRESTON COURT ROCKWALL, TX 75087 BURK CATHERINE & HOWARD T 3007 PRESTON CT ROCKWALL, TX 75087 RESIDENT 3008 PRESTON TR ROCKWALL, TX 75087

ZUMWALT HAROLD J & VICKY 3009 PRESTON CT ROCKWALL, TX 75087 GANCI GLENN 305 DREW LN HEATH, TX 75032 LOTL HOLDINGS LLC 320 PORTVIEW PLACE ROCKWALL, TX 75032

NERKOWSKI FRANK A & PAMELA JO 3304 AUGUSTA BLVD ROCKWALL, TX 75087 DANIELS BENNIE & GLORIA 3308 AUGUST BLVD ROCKWALL, TX 75087 CYNTHIA AND DOUGLAS BALZER LIVING TRUST DOUGLAS A BALZER AND CYNTHIA S BALZER -TRUSTEES 3312 AUGUSTA BLVD ROCKWALL, TX 75087 REED FRANCES GEAN 3316 AUGUSTA BLVD ROCKWALL, TX 75087 DAVIS LARRY DEAN & KAREN RENEE 3317 Augusta Blvd Rockwall, TX 75087 2024 D E GYER REVOCABLE TRUST
DAVID RAYE GYER & EVELYN CONSTANCE LILLY
GYER - TRUSTEES
3318 AUGUSTA BLVD
ROCKWALL, TX 75087

SNYDER DONALD R AND LAURA J 3319 AUGUSTA BLVD ROCKWALL, TX 75087 HOLLAND CHARLES A & BARBARA K 3321 AUGUSTA BLVD ROCKWALL, TX 75087 RESIDENT 3323 AUGUSTA BLVD ROCKWALL, TX 75087

PARK PLACE REALTY & PROPERTY MANAGEMENT LLC 3325 AUGUSTA BLVD ROCKWALL, TX 75087

RESIDENT 4100 VILLAGE DR ROCKWALL, TX 75087 BT CAYMAN LLC 5430 Lyndon B Johnson Fwy Ste 1050 Dallas, TX 75240

RESIDENT 550 LA JOLLA DR ROCKWALL, TX 75087 RESIDENT 550 E 130 ROCKWALL, TX 75087 RESIDENT 560 E I30 ROCKWALL, TX 75087

RESIDENT 568 E 130 ROCKWALL, TX 75087 RESIDENT 578 E 130 ROCKWALL, TX 75087 SL ROCK RIDGE, LP 5950 BERKSHIRE LN STE 700 DALLAS, TX 75225

ROCKWALL CORNER CORPORATION 600 E I-30 ROCKWALL, TX 75087 ROCKWALL INNKEEPERS I LTD 6176 FM 2011 LONGVIEW, TX 75603 PJYK PROPERTIES LLC 6708 EAGLE POINT COURT PLANO, TX 75024

ALLEN TEXAS WHITE TIGER CORPORATION 853 BEAR CROSSING DRIVE ALLEN, TX 75013 ROCKWALL ECONOMIC DEVELOPMENT CORPORATION P O BOX 968 ROCKWALL, TX 75087

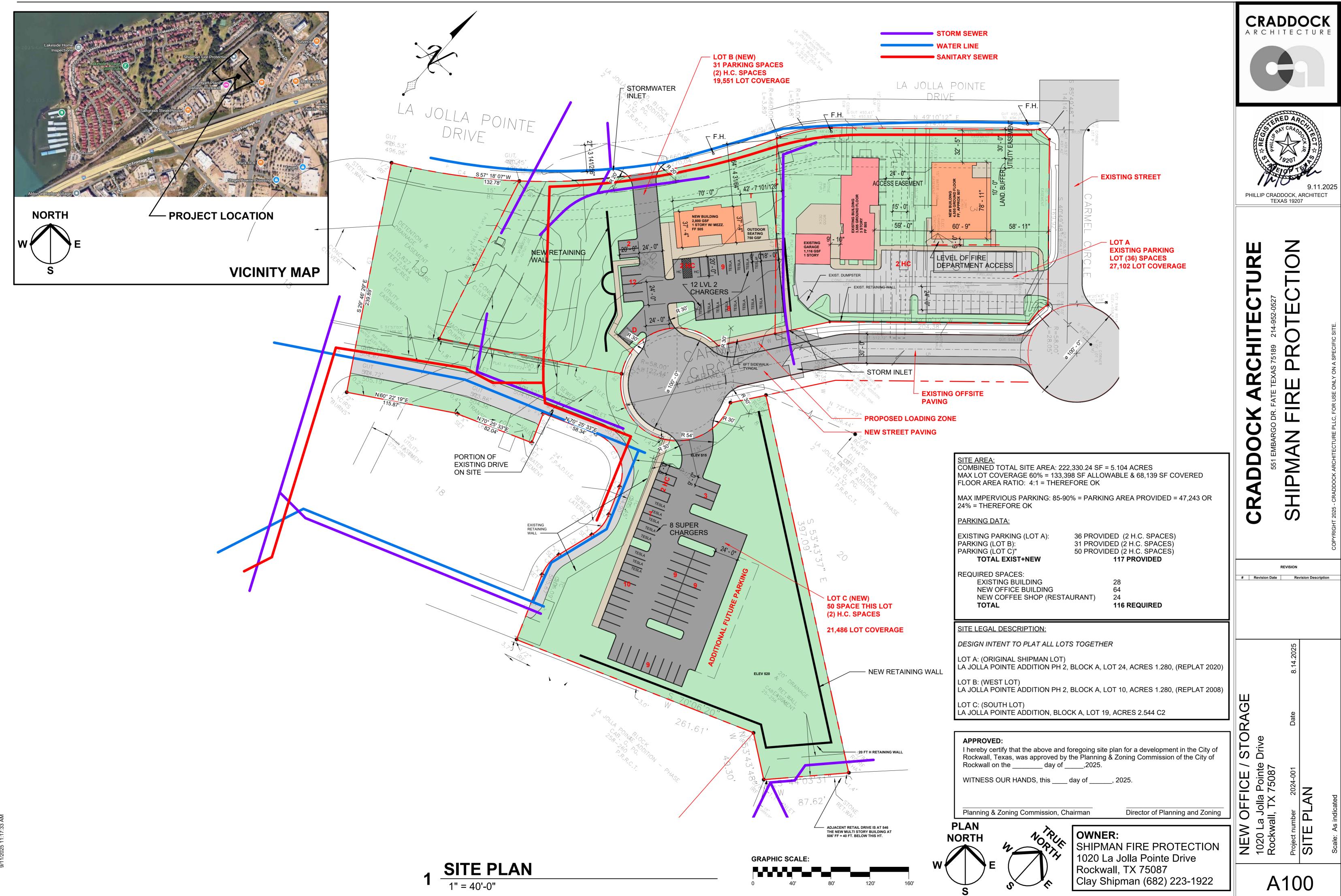
LAKESIDE VILLAGE HOMEOWNERS P.O. BOX 650255 DALLAS, TX 75265

LAKESIDE VILLAGE HOMEOWNERS P.O. BOX 650255 DALLAS, TX 75265 LAKESIDE VILLAGE HOMEOWNERS P.O. BOX 650255 DALLAS, TX 75265 LAKESIDE VILLAGE H O ASSOC P.O. BOX 650255 DALLAS, TX 75265

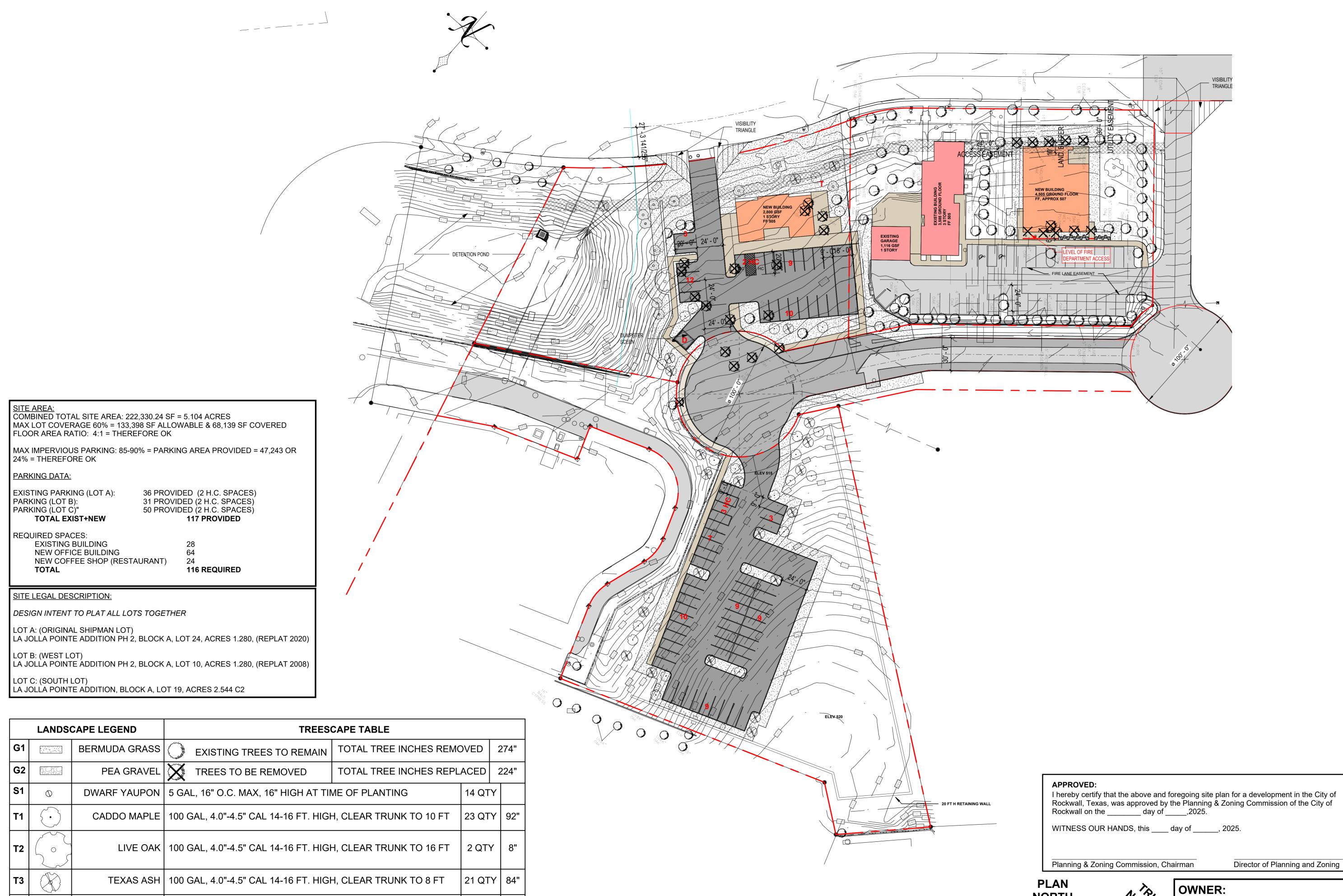
ROBERT H FAMILY TRUST AND BMK FIN CORP AND SHERRI LANE HEWETT AND SUSA C/O IHOP ATTN HAKIM REMA PO Box 12168 Dallas, TX 75225

B&M ALPHA INC PO Box 171754 Arlington, TX 76003 WAFFLE HOUSE INC ATTN: TAX DEPT PO BOX 6450 NORCROSS, GA 30091

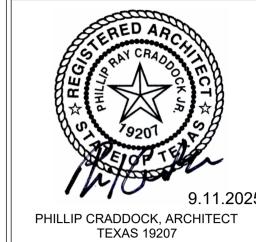
ROCKWALL ECONOMICS DEVELOPMENT CORPORATION PO BOX 968 ROCKWALL, TX 75087



Page 202 of 256



CRADDOCK ARCHITECTURE



CRA

Revision Date Revision Description

STORAGE Drive Point 7508

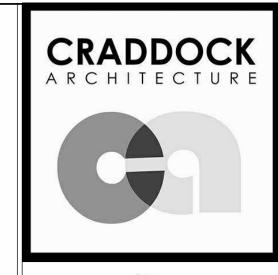
OFFICE

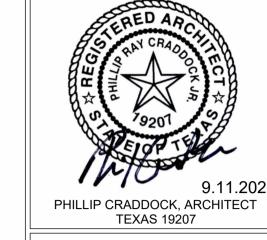
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AND

10 QTY 40"

BALD CYPRESS | 100 GAL, 4.0"-4.5" CAL 14-16 FT. HIGH, CLEAR TRUNK TO 10 FT





ARCHITEC

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REVISION # Revision Date Revision Description

STORAGE

Pointe 75087 OFFICE

XTERIOR ELEVATIONS

A600



WEST SIDE ELEVATION

SOUTH ELEVATION

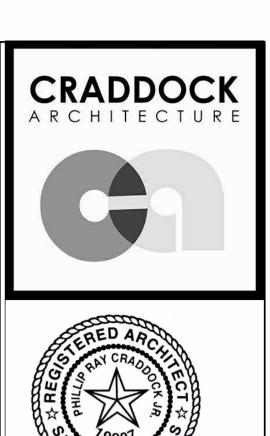
MATERIAL CALCULATIONS AREA % 4,432 94.3% 269 5.7% 5,066 **BRICK & CAST STONE BRICK & CAST STONE** 3 PART STUCCO 3 PART STUCCO 6,188 363 BRICK & CAST STONE 3 PART STUCCO 6,016 90.8% 609 9.2% **BRICK & CAST STONE 3 PART STUCCO**

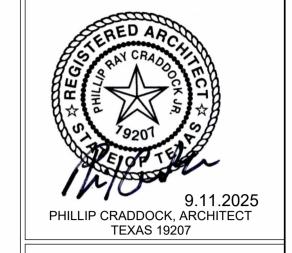
OWNER: **GRAPHIC SCALE:**

WITNESS OUR HANDS, this ____ day of ____, 2025.

Planning & Zoning Commission, Chairman

Director of Planning and Zoning





ARCHITECTURE 1 DOC SHIPN CRAD

REVISION # Revision Date Revision Description

STORAGE

Pointe 75087 OFFICE

XTERIOR ELEVATIONS NEW OF 1020 La Jc Rockwall, ⁻

A601

Director of Planning and Zoning Planning & Zoning Commission, Chairman MATERIAL CALCULATIONS AREA % AREA % OWNER: SHIPMAN FIRE PROTECTION MASONRY 4,432 94.39 269 5.79 **BRICK & CAST STONE BRICK & CAST STONE** 5,066 3 PART STUCCO 1020 La Jolla Pointe Drive **GRAPHIC SCALE:** Rockwall, TX 75087 **BRICK & CAST STONE** 6,188 3 PART STUCCO Clay Shipman (682) 223-1922











I hereby certify that the above and foregoing site plan for a development in the City of Rockwall, Texas, was approved by the Planning & Zoning Commission of the City of Rockwall on the _____ day of _____,2025.

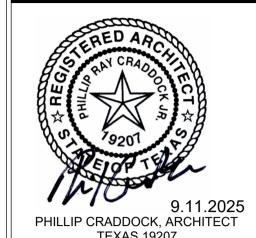
WITNESS OUR HANDS, this ____ day of ____, 2025.

Planning & Zoning Commission, Chairman

Director of Planning and Zoning

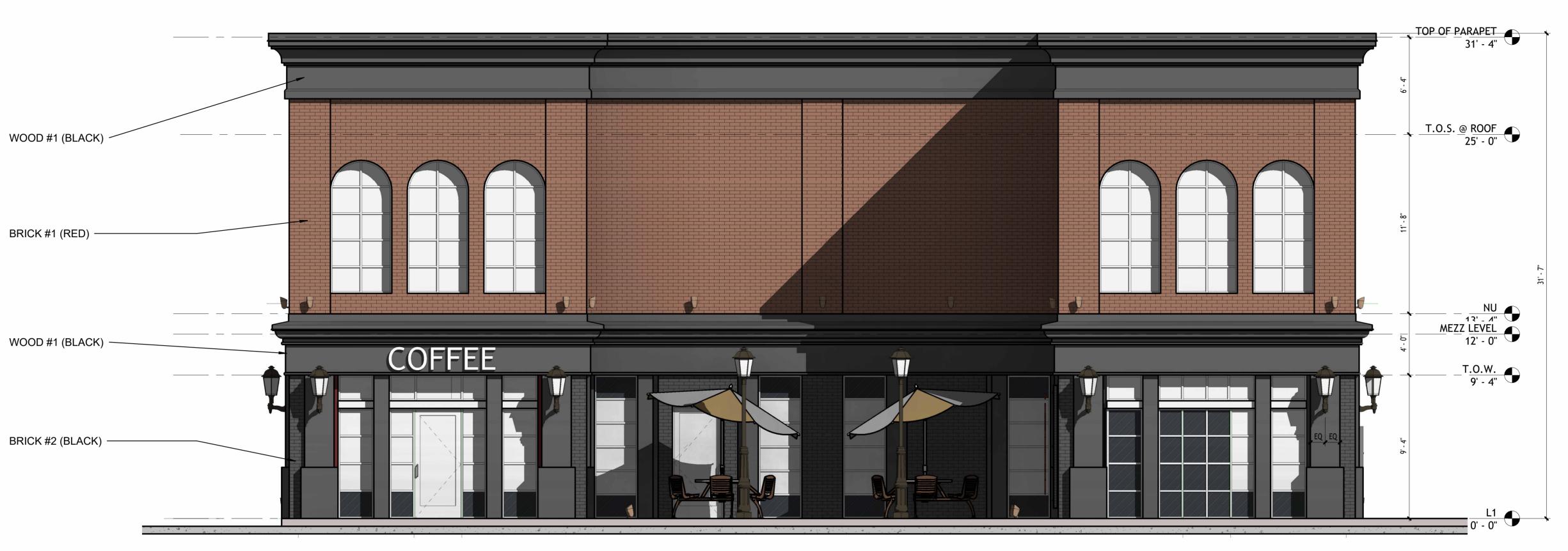
OWNER:

SHIPMAN FIRE PROTECTION 1020 La Jolla Pointe Drive Rockwall, TX 75087 Clay Shipman (682) 223-1922



Revision Date Revision Description

PERSPECTIVES



2 **SOUTH ELEVATION**1/4" = 1'-0"

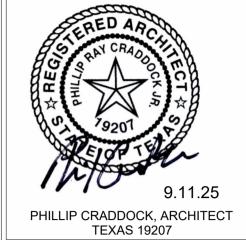


MATERIAL CALCULA	ATIONS	AREA	%
NORTH ELEVATION		2,192	
MASONRY			
	BRICK	1,678	76.6%
WOOD		514	23.4%
EAST ELEVATION		1,096	
MASONRY			
	BRICK	865	78.9%
WOOD		231	21.1%
SOUTH ELEVATION		2,196	
MASONRY			
	BRICK	1,470	66.9%
WOOD		726	33.1%
WEST ELEVATION		1,213	
MASONRY			
	BRICK	954	78.6%
WOOD		259	21.4%

	approved by the Plan	g site plan for a development in the City of ning & Zoning Commission of the City of 25.
WITNESS OUR HAND	S, this day of _	, 2025.

OWNER:
SHIPMAN FIRE PROTECTION
1020 La Jolla Pointe Drive
Rockwall, TX 75087
Clay Shipman (682) 223-1922

CRADDOCK ARCHITECTURE



CRADDOCK
551 EMBARGO DR. FATE TEXAS 751

ARCHITECTURE

Revision Date Revision Description

Architectural Building Elevations

SHIPMAN'S COFFEE 1020 La Jolla Pointe Drive Rockwall, TX 75087



₂ NORTH ELEVATION

1/4" = 1'-0"



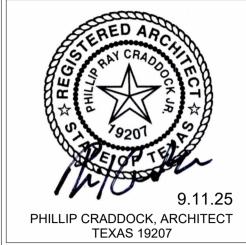
MATERIAL CALCULATIONS NORTH ELEVATION		AREA	%
		2,192	
MASONRY			
	BRICK	1,678	76.6%
WOOD		514	23.4%
EAST ELEVATION		1,096	
MASONRY			
	BRICK	865	78.9%
WOOD		231	21.1%
SOUTH ELEVATION		2,196	
MASONRY			
	BRICK	1,470	66.9%
WOOD		726	33.1%
WEST ELEVATION		1,213	
MASONRY			
	BRICK	954	78.6%
WOOD		259	21.4%

	was approved by the Plan	g site plan for a development in the City on Ining & Zoning Commission of the City of 125.
WITNESS OUR H	IANDS, this day of _	, 2025.

OWNER:

SHIPMAN FIRE PROTECTION 1020 La Jolla Pointe Drive Rockwall, TX 75087 Clay Shipman (682) 223-1922

CRADDOCK ARCHITECTURE



SHIPMAN'S

ARCHITECTURE

CRADDOCK
551 EMBARGO DR. FATE TEXAS 751

Revision Date Revision Description

Architectural Building Elevations

SHIPMAN'S COFFEE 1020 La Jolla Pointe Drive Rockwall, TX 75087







APPROVED: I hereby certify that the above and foregoing site plan for a development in the City of Rockwall, Texas, was approved by the Planning & Zoning Commission of the City of Rockwall on the _____ day of _____,2025. WITNESS OUR HANDS, this ____ day of ____, 2025.

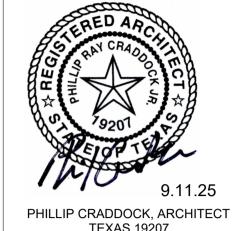
Planning & Zoning Commission, Chairman

Director of Planning and Zoning

OWNER:

SHIPMAN FIRE PROTECTION 1020 La Jolla Pointe Drive Rockwall, TX 75087 Clay Shipman (682) 223-1922

CRADDOCK ARCHITECTURE



Revision Date Revision Description

CRADDOCK
551 EMBARGO DR. FATE TEXAS 751

VS COFFEE a Pointe Drive (75087

PERSPECTIVES

ORDINANCE NO. 25-XX

SPECIFIC USE PERMIT NO. S-3XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, **AMENDING** THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC (SUP) TO EXCEED THE MAXIMUM USE PERMIT PERMISSIBLE HEIGHT IN A COMMERCIAL (C) DISTRICT ON A 5.104-ACRE TRACT OF LAND IDENTIFIED AS LOT 19, **BLOCK A, LA JOLLA POINTE ADDITION AND LOTS 10 & 24, BLOCK A, LA JOLLA POINTE, PHASE 2 ADDITION, CITY OF** ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS: PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE: PROVIDING FOR A REPEALER **CLAUSE: PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City has received a request from Alan Wyatt for the approval of a Specific Use Permit (SUP) to *Exceed the Maximum Permissible Height in a Commercial (C) District* on a 5.104-acre tract of land identified as Lot 19, Block A, La Jolla pointe addition and Lots 10 & 24, Block A, La Jolla Pointe, Phase 2 Addition, City of Rockwall, Rockwall County, Texas and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

SECTION 1. That the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) to Exceed the Maximum Permissible Height in a Commercial (C) District in accordance with Article 04, Permissible Uses, and Article 05, District Development Standards, the Unified Development Code (UDC) [Ordinance No. 20-02] on the Subject Property; and,

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

Z2025-064: SUP for 1020 La Jolla Pointe Drive Ordinance No. 25-XX; SUP # S-3XX

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2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the construction of an *Office Building* that *Exceeds the Maximum Permissible Height in a Commercial (C) District* and the continued operation of an *Office Building* on the *Subject Property* and conformance to these operational conditions are required:

- 1) The development of an *Office Building* on the *Subject Property* shall generally conform to the <u>Site Plan</u> as depicted in *Exhibit 'B'* of this ordinance.
- 2) The construction of an *Office Building* on the *Subject Property* shall generally conform to the *Building Elevations* depicted in *Exhibit 'C'* of this ordinance.
- 3) The proposed *Office Building* shall not exceed a maximum overall height of 91.00-feet as measured from the average elevation of the finished grade along the front of the building to the highest point of the roof or parapet of the building.

2.2 COMPLIANCE

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

- 1) Upon obtaining a *Building Permit*, should the contractor operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].
- **SECTION 3.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.
- **SECTION 4.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.
- **SECTION 5.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS* (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.
- **SECTION 6.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.
- **SECTION 7.** That this ordinance shall take effect immediately from and after its passage.

Z2025-064: SUP for 1020 La Jolla Pointe Drive Ordinance No. 25-XX; SUP # S-3XX

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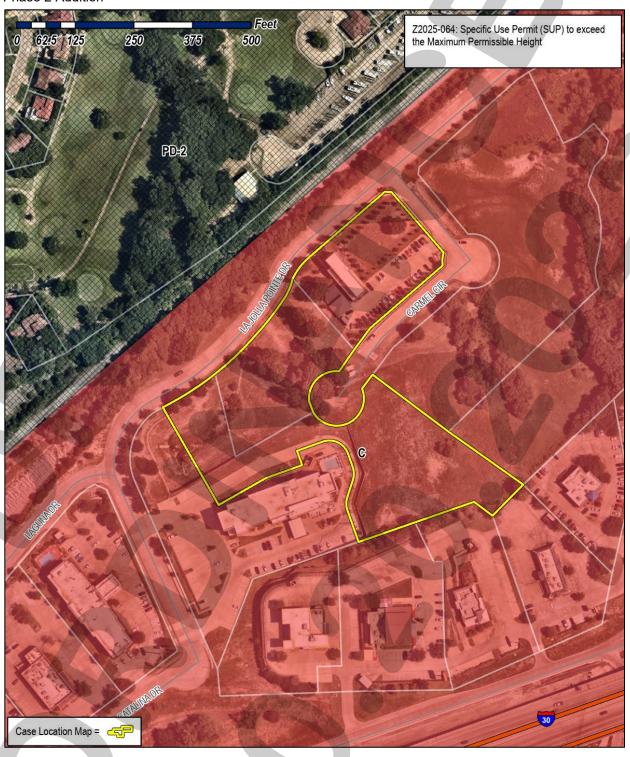
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE $3^{\rm RD}$ DAY OF NOVEMBER, 2025.

	Tim McCallum, Mayor
ATTEST:	
Kristy Teague, City Secretary	
APPROVED AS TO FORM:	
Frank J. Garza, City Attorney	
1 st Reading: October 20, 2025	
2 nd Reading: <i>November 3, 2025</i>	

Exhibit 'A'
Location Map

Address: 1020 La Jolla Pointe Drive

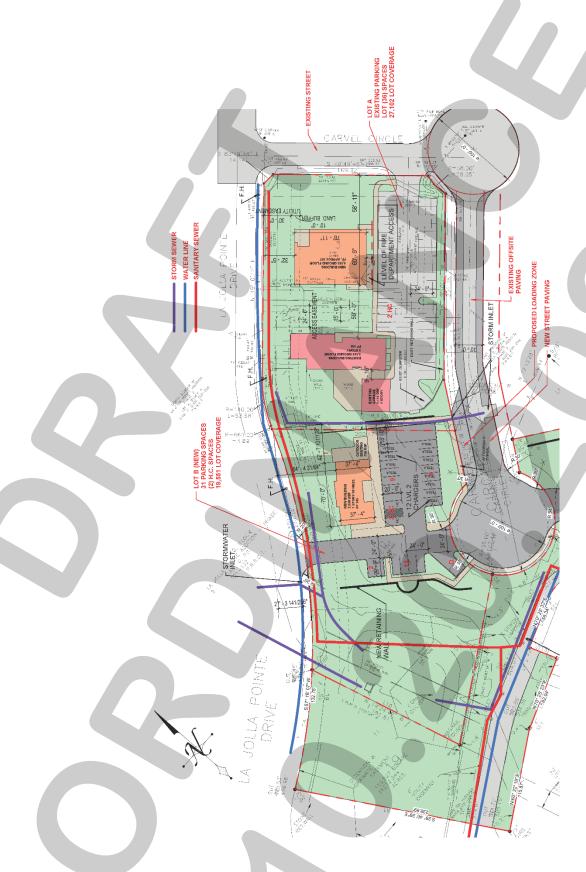
<u>Legal Description:</u> Lot 19, Block A, La Jolla Pointe Addition and Lots 10 & 24, Block A, La Jolla Pointe, Phase 2 Addition



Z2025-064: SUP for 1020 La Jolla Pointe Drive Ordinance No. 25-XX; SUP # S-3XX

Page | 4

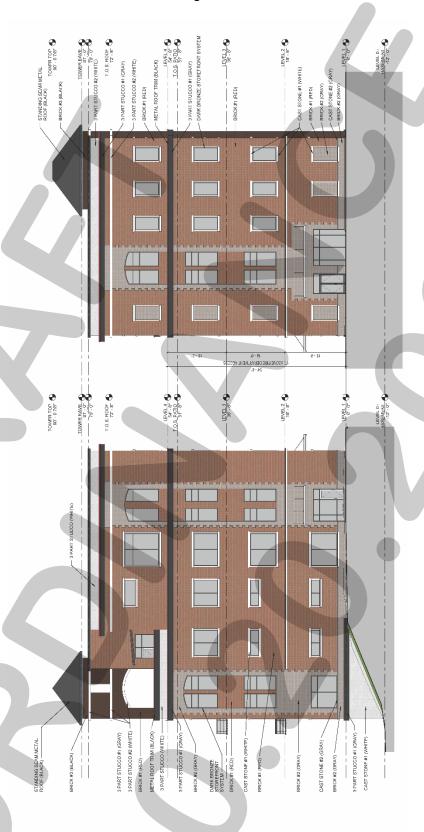
Exhibit 'B'
Site Plan



Z2025-064: SUP for 1020 La Jolla Pointe Drive Ordinance No. 25-XX; SUP # S-3XX

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Exhibit 'C':Building Elevations



Z2025-064: SUP for 1020 La Jolla Pointe Drive Ordinance No. 25-XX; SUP # S-3XX

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Exhibit 'C':
Building Elevations



Z2025-064: SUP for 1020 La Jolla Pointe Drive Ordinance No. 25-XX; SUP # S-3XX

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City of Rockwall, Texas



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

TO: Mayor and City Council

DATE: October 20, 2025

APPLICANT: Jimmy Strohmeyer; *Strohmeyer Architects*

CASE NUMBER: Z2025-065; Specific Use Permit (SUP) for a Retail Store with Gasoline Sales

SUMMARY

Hold a public hearing to discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects on behalf of D. W. Bost of JBR2, LLC for the approval of an <u>Specific Use Permit (SUP)</u> for a <u>Retail Store with Gasoline Sales that has more than Two (2) Dispensers</u> on a 2.59-acre parcel of land identified as Lot 2, Block A, JBR2 Addition, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, generally located at the south corner of the intersection of S. Goliad Street [SH-205] and FM-549, and take any action necessary.

BACKGROUND

On October 4, 2010, the City Council approved the annexation of the subject property by adopting *Ordinance No. 10-27* [Case No. A2010-001]. On April 4, 2011, the City Council approved a zoning change [Case No. Z2010-021] from an Agricultural (AG) District to a General Retail (GR) District. On February 2, 2015, the City Council approved a final plat [Case No. P2015-001] that establish the subject property as Lot 3, Block A, Buffalo Crossing Addition. On February 1, 2016, the City Council approved a Specific Use Permit (SUP) [Case No. Z2015-028] to allow the construction of two (2) private baseball fields. On May 2, 2016, the City Council approved a final plat [Case No. P2015-015] that establish the subject property as Lot 2, Block A, JBR2 Addition. On October 3, 2016, the City Council approved a Specific Use Permit (SUP) [Case No. Z2016-029] to allow the construction of a Retail Store with Gasoline Sales. The approved Retail Store with Gasoline Sales was never constructed and subsequently the Specific Use Permit (SUP) expired. The subject property has remained vacant since the time of annexation.

PURPOSE

The applicant -- Jimmy Strohmeyer of Strohmeyer Architects -- is requesting the approval of a Specific Use Permit (SUP) to allow a Retail Store with Gasoline Sales to be established on the subject property.

ADJACENT LAND USES AND ACCESS

The subject property is generally located at south corner of the intersection of S. Goliad Street [SH-205] and FM-549. The land uses adjacent to the subject property are as follows:

North:

Directly north of the subject property is the intersection of S. Goliad Street [SH-205] and FM-549, which are identified as a P6D (i.e. principle, six [6] lane, divided roadway) and a A4D (i.e. arterial, four [4] lane, divided roadway) respectively, on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a 1.503-acre parcel of land (i.e. Lot 1, Block A, Creekside Commons Addition) developed with a Retail Store with Gasoline Sales (i.e. 7-11). Following this is a 11.874-acre vacant parcel of land (i.e. Lot 18, Block A, Creekside Commons Addition). Both properties are zoned Commercial (C) District.

South:

Directly south of the subject property is a 6.00-acre tract of land (i.e. Tract 17-8 of the W. W. Ford Survey, Abstract No. 80) developed with a single-family home. Beyond this is a 7.493-acre vacant tract of land (i.e. Tract 17-14 of the W. W. Ford Survey, Abstract No. 80). Both properties are zoned Agricultural (AG) District. Following

this is the future Southside Hill Subdivision, which is entitled for 384 single-family homes, zoned Planned Development District 99 (PD-99) for Single Family 10 (SF-10) District.

East: Directly east of the subject property is S. Goliad Street [SH-205], which is identified as a P6D (i.e. principle, six [6] lane, divided roadway) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this are four (4) vacant parcel of land (i.e. Lots 10-13, Block A, Creekside Commons Addition) zoned Commercial (C) District. Following this is the Corporate Limits for the City of Rockwall.

<u>West</u>: Directly west of the subject property is FM-549, which is identified as a A4D (*i.e. arterial, four [4] lane, divided roadway*) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is the Oaks of Buffalo Way Subdivision, which consists of 60 parcels of land zoned Single Family Estate 1.5 (SFE-1.5) District.

MAP 1: LOCATION MAP
YELLOW: SUBJECT PROPERTY



CHARACTERISTICS OF THE REQUEST

The applicant has submitted an application and concept plan depicting the layout of a *Retail Store with Gasoline Sales*. The proposed *Retail Store with Gasoline Sales* will be approximately 5,600 SF and have eight (8) fuel pumps. The primary building and the fuel canopy will face onto S. Goliad Street [SH-205] and run parallel to the roadway. The subject property will take entry off of S. Goliad Street [SH-205] and through an access easement from the adjacent property. In addition, 33 parking spaces are provided in between the primary building and the roadways.

CONFORMANCE WITH THE CITY'S CODES

According to the *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the Unified Development Code (UDC) a *Retail Store with Gasoline Sales* requires a Specific Use Permit (SUP) in General Retail (GR) District. In addition, Subsection 02.03(F)(13), *Conditional Land Use Standards*, of Article 04, *Permissible Use Charts*, of the Unified Development Code (UDC)

states that "(a)II fuel vents associated with the fuel storage tanks at any *Retail Store with Gasoline Sales* shall be located within the gas canopy, and shall be fully screened and not visible from adjacent properties and/or rights-of-way." In this case, the *Conditional Land Use Standard* will be addressed at the time of site plan.

According to Subsection 07.03, Non-Residential District Development Standards, of Article 05, District Development Standards, of the Unified Development Code (UDC), "parking should not be located between the front façade and the property line." In this case, the proposed concept plan delineates all of the parking shall be located between the front façade and the front property line. Staff should note, that the subject property is a corner lot and therefore fronts onto two (2) roadways and has two (2) front property lines. The applicant has indicated that this will be requested as an Exception at the time of site plan; however -- if approved -- the Specific Use Permit (SUP) will generally tie down the site design and effectively grant the Exception. Given this, as part of this case the City Council -- pending a recommendation from the Planning and Zoning Commission --, must determine whether to approve this Exception with this Specific Use Permit (SUP) request.

STAFF ANALYSIS

Properties zoned General Retail (GR) District are generally located near or directly adjacent to residentially zoned and used property. Given this, the permitted land uses within the General Retail (GR) District are restricted and less intense than a Commercial (C) District; however, a Specific Use Permit (SUP) is intended to acknowledge that not all land uses are appropriate in every General Retail (GR) District. In this case, the subject property is zoned General Retail (GR) District, which requires a Specific Use Permit (SUP) for a *Retail Store with Gasoline Sales*. According to Subsection 02.02, *Specific Use Permit* (SUP), of Article 11, *Development Applicants and Review Procedures*, of the Unified Development Code (UDC), "(t)he purpose of a Specific Use Permit (SUP) is to allow discretionary consideration of certain uses that would typically be considered incompatible within certain locations of a zoning district, but may become compatible with the addition of special provisions, conditions or restrictions." In addition, the purpose of specifically requiring a Specific Use Permit (SUP) for the *Retail Store with Gasoline Sales* land use in a General Retail (GR) District is intended to: [1] acknowledge that properties that are zoned General Retail (GR) District are typically closer to residentially zoned land and this type of land use -- due to how it operates (e.g. traffic generation) -- is not considered compatible with residential properties, and [2] to prevent the proliferation of this land use along major corridors within the City outside of the IH-30 corridor.

Based on this request, it shall be the discretion of the City Council -- pending a recommendation from the Planning and Zoning Commission -- to determine if the subject property is a compatible site for a Retail Store with Gasoline Sales. Staff should note, that a notice in opposition was received from the adjacent residential property owner, who also submitted a notice of opposition with the original zoning change [Case No. Z2010-021] from Agricultural (AG) District to General Retail (GR) District, and for the previous Specific Use Permit (SUP) [Case No. Z2016-029]. In addition, the staff report for the original zoning case that changed the property from an Agricultural (AG) District to a General Retail (GR) District indicated that the General Retail (GR) District zoning designation was more appropriate due to the restricted land uses, and due to the oversight provided by the Specific Use Permit (SUP).

The applicant's request is identical to the Specific Use Permit (SUP) approved in 2016 -- with the exception of an adjustment to the parking location – which subsequently expired due to inactivity. Since that time, the tract of land to the north has been rezoned to Commercial (C) District, where a Retail Store with Gasoline Sales (i.e. 7-11), a Restaurant with Drive Through has been established (i.e. McDonald's), and a Restaurant with Drive Through has been entitled (i.e. HTeaO). The being said, the adjacent residentially used property has not had any change in condition. With all that being said, this is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission. Should the City Council choose to approve the applicant's request staff has included conditions of approval described below and outlined within the Draft Ordinance contained in your packet.

NOTIFICATIONS

On September 19, 2025, staff mailed 16 notices to property owners and occupants within 500-feet of the subject property. Staff also sent a notice to the Oaks of Buffalo Way Homeowners Association (HOA), which is the only HOA's or Neighborhood Organization 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 the time this report was drafted, staff has received one (1) notice in opposition to the applicant's request.

CONDITIONS OF APPROVAL

If the City Council chooses to recommend approval of the applicant's request for a <u>Specific Use Permit (SUP)</u> for a <u>Retail Store with Gasoline Sales</u> then staff would propose the following conditions of approval:

- (1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the SUP ordinance and which are detailed as follows:
 - (a) The development of the *Subject Property* shall generally conform to the <u>Site Plan</u> as depicted in *Exhibit 'B'* of the Specific Use Permit (SUP) ordinance.
 - (b) The Subject Property shall incorporate and maintain three (3) tiered screening and a berm along the southeast property line adjacent to Tract 17-8 of W. W. Ford Survey, Abstract No. 80.
- (2) Any construction resulting from the approval of this <u>Specific Use Permit (SUP)</u> shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On October 14, 2025, the Planning and Zoning Commission approved a motion to recommend approval of the SUP by a vote of 7-0.

RO

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

DEVELOPMENT APPLICATION

City of Rockwall Planning and Zoning Department 385 S. Goliad Street Rockwall, Texas 75087 STAFF USE ONLY -

PLANNING & ZONING CASE NO.

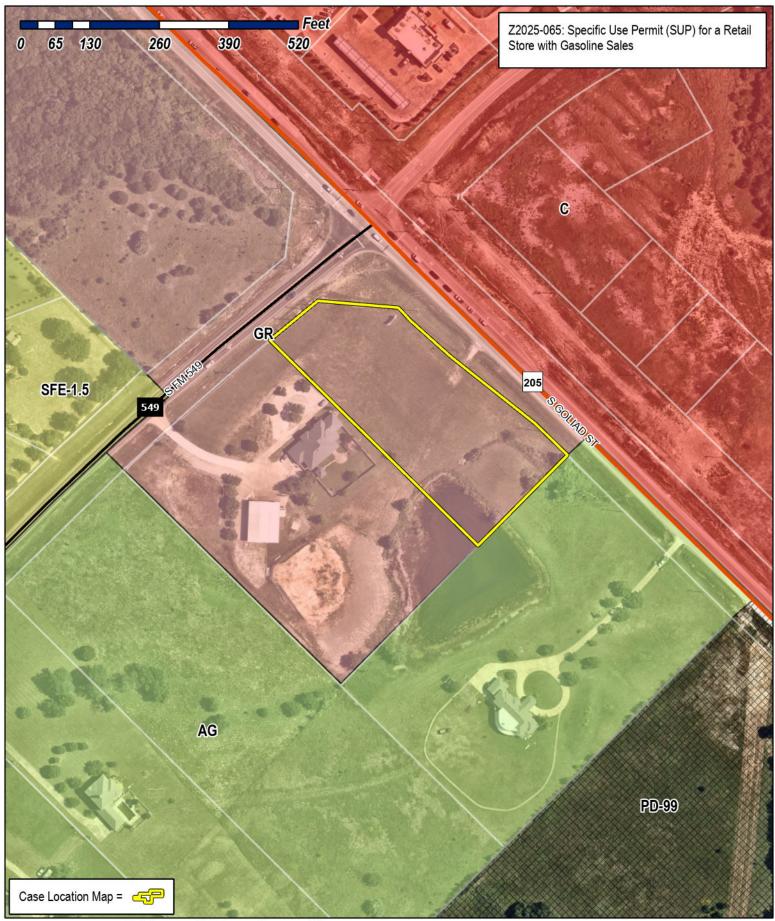
NOTE: THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING:

CITY ENGINEER:

PLEASE CHECK THE AP	PROPRIATE BOX BELOW TO IND	DICATE THE TYPE OF	F DEVELOPMENT RE	QUEST [SELECT	ONLY ONE BO	X]:	
☐ PRELIMINARY PLAT (\$300. ☐ FINAL PLAT (\$300.00 - ☐ AMENDING OR MII ☐ PLAT REINSTATE! SITE PLAN APPLICA! ☐ SITE PLAN (\$250.0	00.00 + \$15.00 ACRE) 1 AT (\$200.00 + \$15.00 ACRE) 1 00 + \$20.00 ACRE) 1 + \$20.00 ACRE) 1 NOR PLAT (\$150.00) MENT REQUEST (\$100.00)	G PLAN (\$100.00)	SPECIFIC US □ PD DEVELOI OTHER APPLIC □ TREE REMO □ VARIANCE F NOTES: 1 IN DETERMINING 1 PER ACRE AMOUNT. 3 A \$1,000.00 FEE	ANGE (\$200.00 + SE PERMIT (\$200. PMENT PLANS (\$ PATION FEES:	00 + \$15.00 AC 200.00 + \$15.00 L EXCEPTION THE EXACT ACREA SS THAN ONE ACR HE APPLICATION	CRE) 18 2 D ACRE) 1 S (\$100.00) 2 GE WHEN MULTIPL E, ROUND UP TO OI FEE FOR ANY RE	NE (1) ACRE. QUEST THAT
PROPERTY INFOR	MATION [PLEASE PRINT]						
ADDRESS	TRACK 17-12 OD T	HE W.W. FO	RD SURVEY,	ABSTRAC	T NO. 80		
SUBDIVISION	W.W. FORD SURV	ΈΥ		LOT	2	BLOCK	Α
GENERAL LOCATION	549/205						
ZONING, SITE PLA	N AND PLATTING INFOR	RMATION IPLEASE	E PRINTI				
CURRENT ZONING	GENERAL RETAIL		CURRENT USE	N/A			
PROPOSED ZONING	GENERAL RETAIL		PROPOSED USE		MORE THA	AN 2 FUEL	PLIMPS
		LOTO (OLIDDICATE)					r Olvir 3
ACREAGE	2.59	LOTS [CURRENT]	1	LOIS	(PROPOSED)	1	
SITE PLANS AND PAREGARD TO ITS APPRESULT IN THE DEN	<u>LATS</u> : BY CHECKING THIS BOX YO PROVAL PROCESS, AND FAILURE T VAL OF YOUR CASE.	OU ACKNOWLEDGE TH O ADDRESS ANY OF S	HAT DUE TO THE PASS STAFF'S COMMENTS BY	GAGE OF <u>HB3167</u> T THE DATE PROVI	HE CITY NO LO DED ON THE DE	NGER HAS FLE EVELOPMENT CA	XIBILITY WITH ALENDAR WILL
OWNER/APPLICAN	NT/AGENT INFORMATIO	V [PLEASE PRINT/CHI	ECK THE PRIMARY CON	ITACT/ORIGINAL S	GNATURES ARI	E REQUIRED]	
☐ OWNER	JBR2, LLC		💢 APPLICANT	STROHM	EYER AR	CHITECT	S
CONTACT PERSON	D.W. BOBST		CONTACT PERSON	JIMMY ST	ROHME	YER	
ADDRESS			ADDRESS				
CITY, STATE & ZIP			SITY, STATE & ZIP				
PHONE			PHONE				
E-MAIL			E-MAIL	3			
NOTARY VERIFICA BEFORE ME, THE UNDERSM STATED THE INFORMATION	ATION [REQUIRED] GNED AUTHORITY, ON THIS DAY PE I ON THIS APPLICATION TO BE TRUE	RSONALLY APPEARED AND CERTIFIED THE	D.W. B	obst	[OWNER	THE UNDER	SIGNED, WHO
\$ 238.85 September INFORMATION CONTAINED IS SUBMITTED IN CONJUNCTION	M THE OWNER FOR THE PURPOSE OF TO COVER THE COST OF 2025, BY SIGNING THIS WITHIN THIS APPLICATION TO THE INVESTMENT OF SUCH RE	THIS APPLICATION, HAS S APPLICATION, I AGRE PUBLIC. THE CITY IS	S BEEN PAID TO THE CIT E THAT THE CITY OF RO ALSO AUTHORIZED ANI	Y OF ROCKWALL ON OCKWALL (I.E. *CITY D PERMITTED TO &	THIS THE	D AND PERMITTED COPYRIGHTED MATION. MARLENA BI Notary ID #13	DAY OF TO PROVIDE INFORMATION ROYLES 5030641
	OWNER'S SIGNATURE	//huin/	1/ Botht	#	War for	My Commissio August 7,	

MY COMMISSION EXPIRES





City of Rockwall Planning & Zoning Department 385 S. Goliad Street Poolwell Taxon 2005

Rockwall, Texas 75087 (P): (972) 771-7745 (W): www.rockwall.com

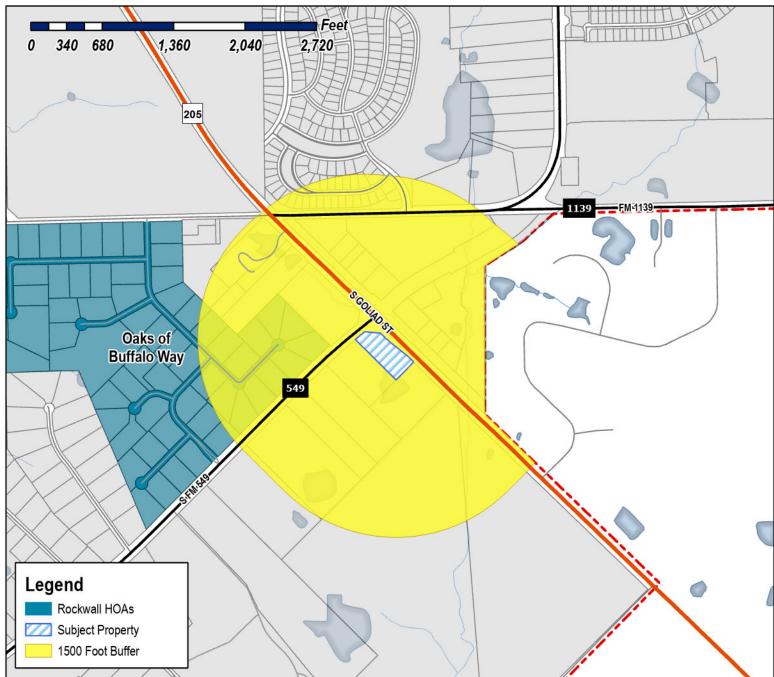
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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





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Case Number: Z2025-065

Case Name: SUP for a Retail Store with

Gasoline Sales

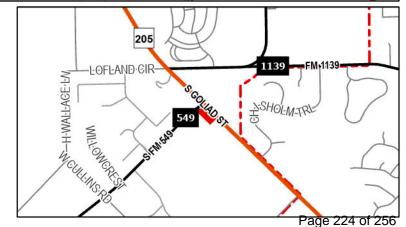
Case Type: Zoning

Zoning: General Retail (GR) District

Case Address: SH 205 and FM 549

Date Saved: 9/22/2025

For Questions on this Case Call (972) 771-7745



From: Zavala, Melanie

Cc: Miller, Ryan; Lee, Henry; Ross, Bethany

Subject: Neighborhood Notification Program [Z2025-065]

Date: Wednesday, September 17, 2025 10:59:38 AM

Attachments: Public Notice (09.16.2025).pdf

HOA Map (09.12.2025).pdf

HOA/Neighborhood Association Representative:

Per your participation in the <u>Neighborhood Notification Program</u>, you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on <u>Friday</u>, <u>September 19</u>, 2025. The Planning and Zoning Commission will hold a public hearing on <u>Tuesday</u>, <u>October 14</u>, 2025 at 6:00 PM, and the City Council will hold a public hearing on <u>Monday</u>, <u>October 20</u>, 2025 at 6:00 PM. Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

All interested parties are encouraged to submit public comments via email to Planning@rockwall.com at least 30 minutes in advance of the meeting. Please include your name, address, and the case number your comments are referring to. These comments will be read into the record during each of the public hearings. Additional information on all current development cases can be found on the City's website: https://sites.google.com/site/rockwallplanning/development/development-cases.

Z2025-065: SUP for a Retail Store with Gasoline Sales

Hold a public hearing to discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects on behalf of D. W. Bost of JBR2, LLC for the approval of an <u>Specific Use Permit (SUP)</u> for a Retail Store with Gasoline Sales that has more than Two (2) Dispensers on a 2.59-acre parcel of land identified as Lot 2, Block A, JBR2 Addition, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, generally located at the south corner of the intersection of S. Goliad Street [SH-205] and FM-549, and take any action necessary.

Thank you,

Melanie Zavala

Planning & Zoning Coordinator | Planning Dept. | City of Rockwall 385 S. Goliad Street | Rockwall, TX 75087 | Planning & Zoning Rockwall 972-771-7745 Ext. 6568



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





Case Number: Z2025-065

Case Name: SUP for a Retail Store with

Gasoline Sales

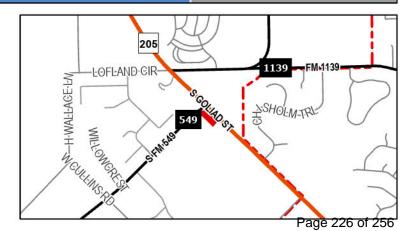
Case Type: Zoning

Zoning: General Retail (GR) District

Case Address: SH 205 and FM 549

Date Saved: 9/22/2025

For Questions on this Case Call: (972) 771-7745



ROCKWALL 205 INVESTORS LLC 1 CANDLELITE TRAIL HEATH, TX 75032 CREEKSIDE COMMONS CROSSING, LP 10755 SANDHILL RD DALLAS, TX 75238 549 CROSSING LP 10755 SANDHILL ROAD DALLAS, TX 75238

THE STATE OF TEXAS, BY AND THROUGH THE TEXAS TRANSPORTATION COMMISSION

125 E 11TH STREET

AUSTIN, TX 78701

ROCKWALL HIGHGATE LTD C/O SCOTT ASBURY 13155 Noel Rd Ste 900 Dallas, TX 75240

101 HUBBARD DR LLC 2701 Sunset Ridge Dr Ste 610 Rockwall, TX 75032

NWC 205/549 LTD C/O WEITZMAN 3102 Maple Ave Ste 350 Dallas, TX 75201

BLACKWOOD SCOTT W & GLENITA G 3514 LAKESIDE DR ROCKWALL, TX 75087

RESIDENT 4901 S GOLIAD ST ROCKWALL, TX 75032

RESIDENT 4949 S GOLIAD ST ROCKWALL, TX 75032 ZEB MOHIUDIN DR &
NASREEN ZEB
5128 S STATE HIGHWAY 205
ROCKWALL, TX 75032

RESIDENT 5133 S FM549 ROCKWALL, TX 75032

PHILIP LIVING TRUST 5160 BEAR CLAW LN ROCKWALL, TX 75032 RAPIER MICHAEL L AND NAKIA 5165 BEAR CLAW LANE ROCKWALL, TX 75032 ARNOLD ELISSA THURMOND 5170 BEAR CLAW LN ROCKWALL, TX 75032

RESIDENT 5205 S FM549 ROCKWALL, TX 75032 Property Owner and/or Resident of the City of Rockwall:

You are hereby notified that the City of Rockwall Planning and Zoning Commission and City Council will consider the following application:

Z2025-065: SUP for a Retail Store w/ Gasoline Sales

Hold a public hearing to discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects on behalf of D. W. Bost of JBR2, LLC for the approval of an <u>Specific Use Permit (SUP)</u> for a Retail Store with Gasoline Sales that has more than Two (2) Dispensers on a 2.59-acre parcel of land identified as Lot 2, Block A, JBR2 Addition, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, generally located at the south corner of the intersection of S. Goliad Street [SH-205] and FM-549, and take any action necessary.

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on <u>Tuesday</u>, <u>October 14</u>, <u>2025</u> <u>at 6:00</u> <u>PM</u>, and the City Council will hold a public hearing on <u>Monday</u>, <u>October 20</u>, <u>2025</u> <u>at 6:00</u> <u>PM</u>. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

As an interested property owner, you are invited to attend these meetings. If you prefer to express your thoughts in writing please return the form to:

Henry Lee

Rockwall Planning and Zoning Dept. 385 S. Goliad Street Rockwall, TX 75087

You may also email your comments to the Planning Department at planning@rockwall.com. If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by Monday, October 20, 2025 at 4:00 PM to ensure they are included in the information provided to the City Council.

Sincerely,

Ryan Miller, AICP

Director of Planning & Zoning





TO THE WEB	
MORE INFORMATION ON THIS CASE CAN BE FOUND AT: https://sites.google.com/site/rockwallplanning/development/development/	ent-cases
- · - PLEASE RETURN THE BELOW FORM - · - · - · - · - · - · - · - · - · -	
Case No. Z2025-065: SUP for a Retail Store w/ Gasoline Sales	
Please place a check mark on the appropriate line below:	
☐ I am in favor of the request for the reasons listed below.	
☐ I am opposed to the request for the reasons listed below.	
Name:	
Addrage:	

Tex. Loc. Gov. Code, Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

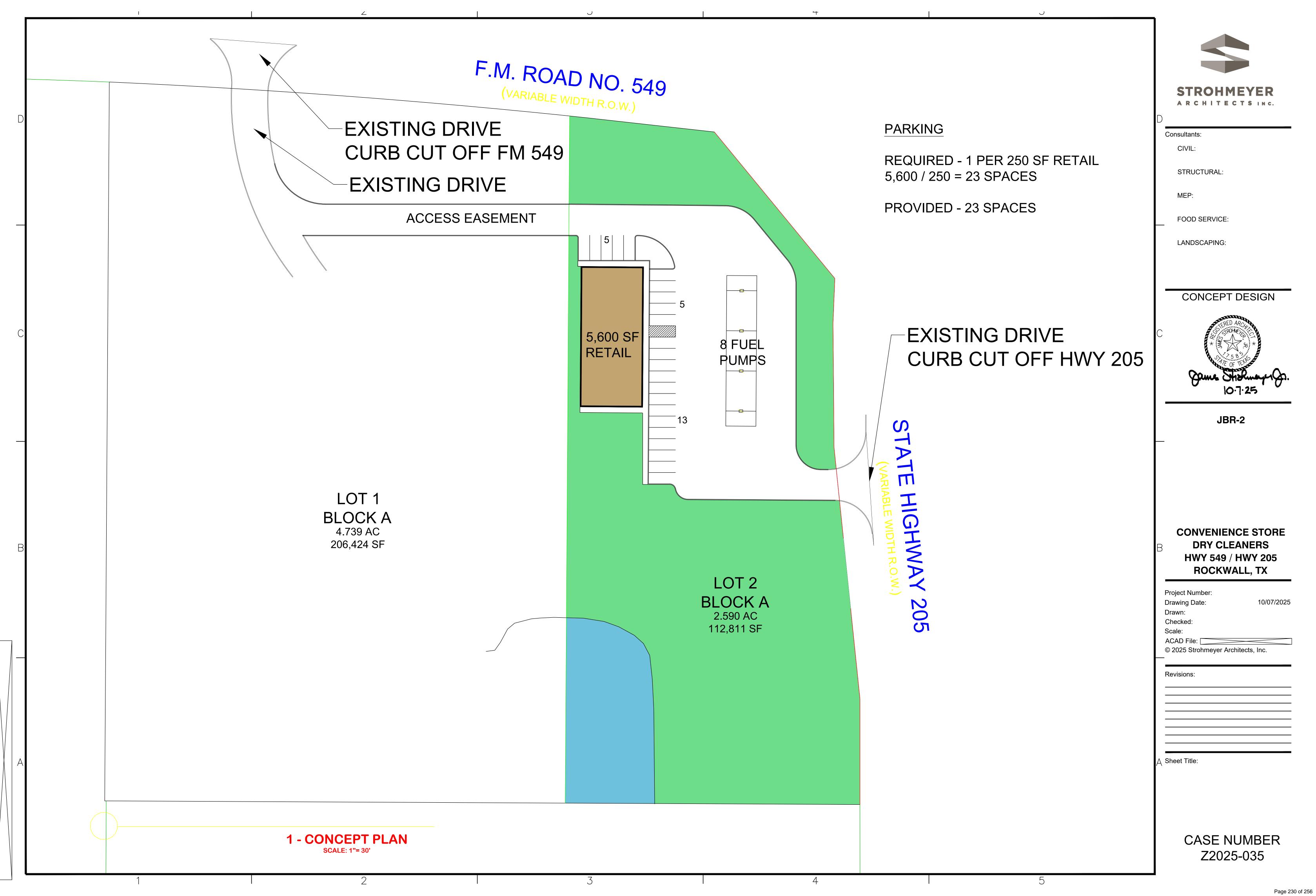
PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE

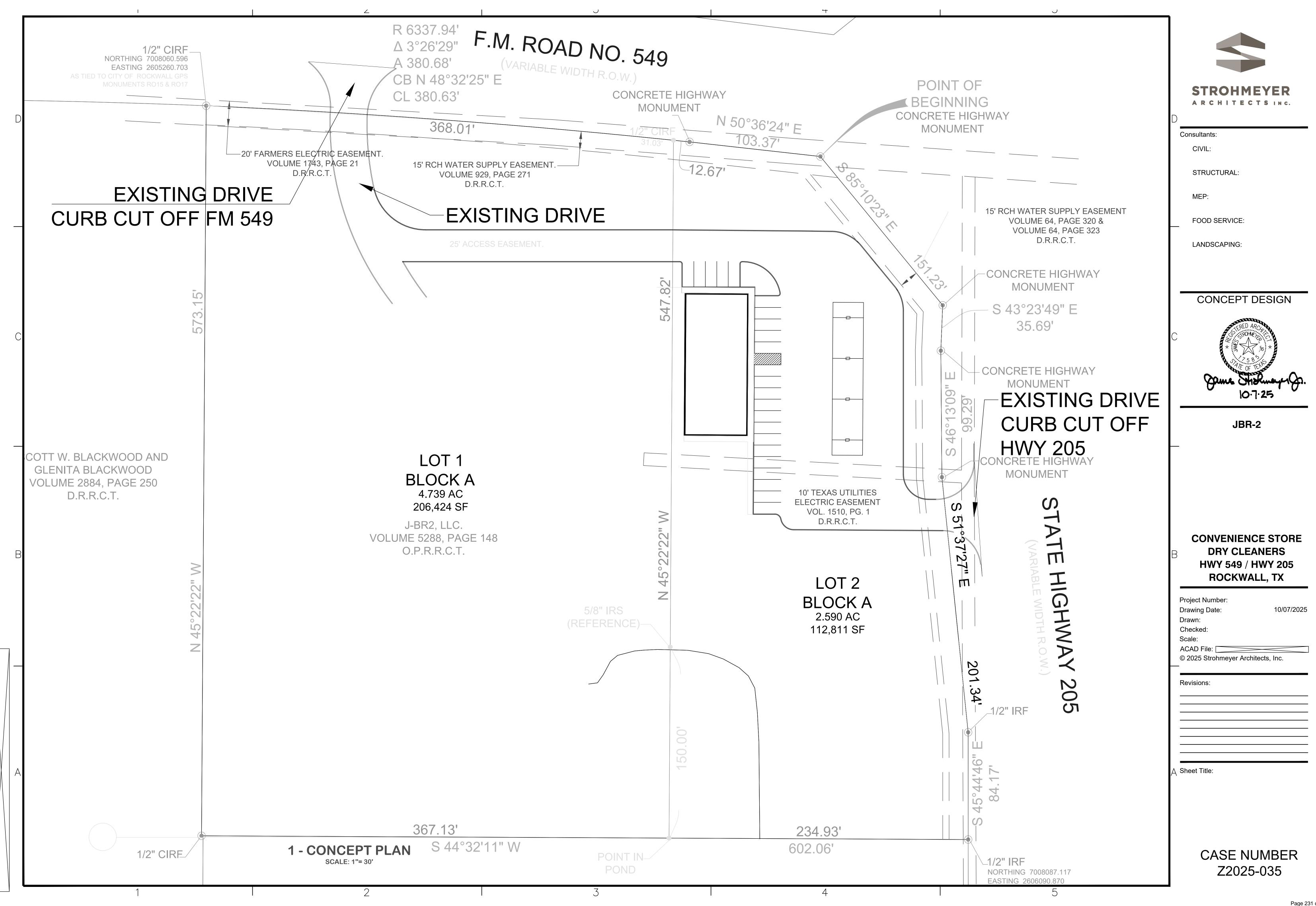
Case No. Z2025-065: SUP for a Retail Store w/ Gasoline Sales

Case No. Z2025-065: SUP for a Retail Store W. Gasonile Gallo	
Please place a check mark on the appropriate line below:	*
☐ I am in favor of the request for the reasons listed below.	
Cause of privacy + disturbance	our house
Name: Dr Mohiudin Zels et Nasseen Address: 5128 - S. Nwy 2005 Rockwerel 7	the proposed change must receive, in

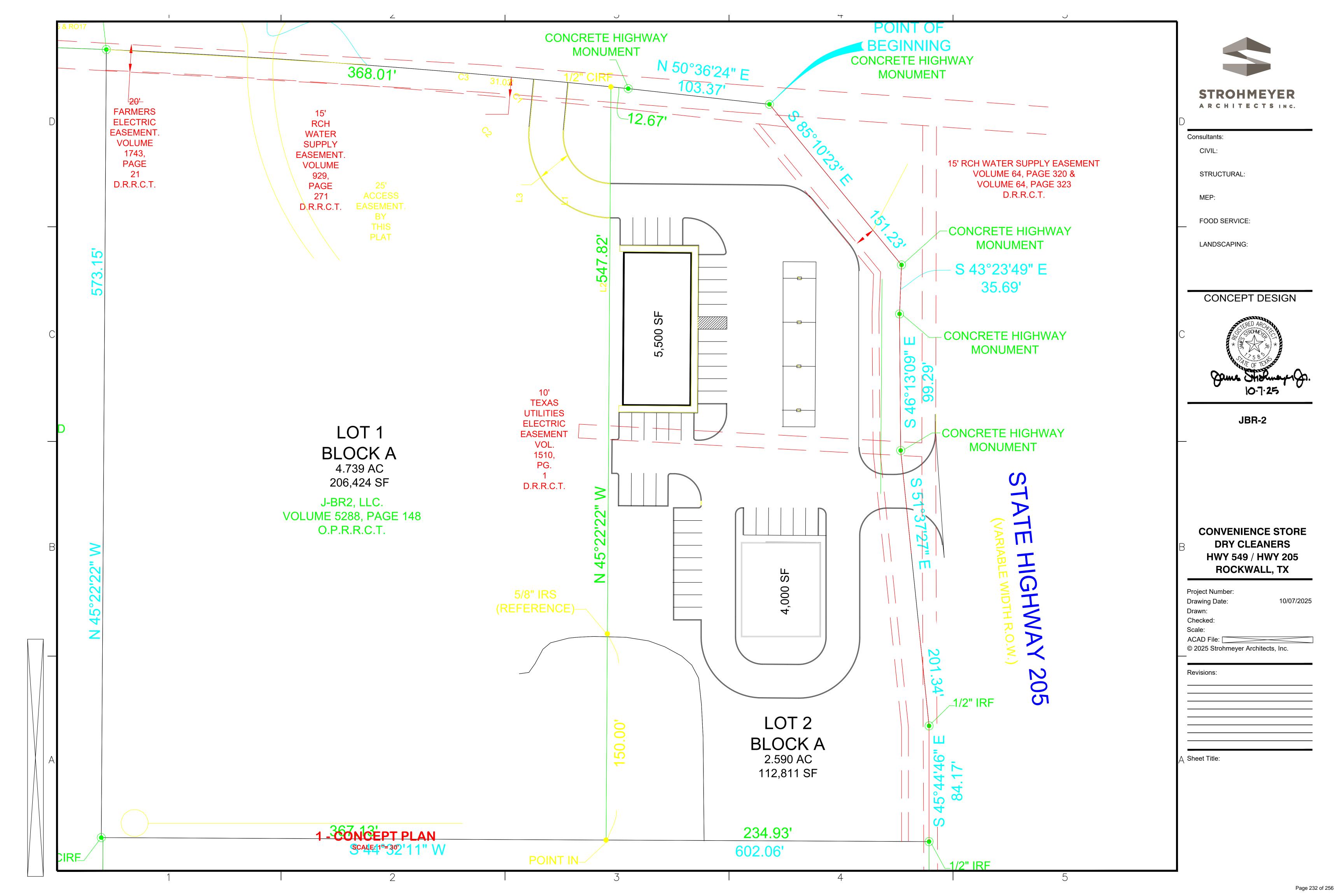
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PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE





Page 231 of 256



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 [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 RETAIL STORE WITH GASOLINE SALES ON A 2.59-ACRE PARCEL OF LAND IDENTIFIED LOT 2, BLOCK A, JBR2 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.

WHEREAS, a request has been made by Jimmy Strohmeyer of Strohmeyer Architects on behalf of D. W. Bost of JBR2, LLC for the approval of a <u>Specific Use Permit (SUP)</u> for a <u>Retail Store with Gasoline Sales</u> on a 2.59-acre parcel of land identified as Lot 2, Block A, JBR2 Addition, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, generally located at the southwest corner of the intersection of S. Goliad Street [SH-205] and FM-549, 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 [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. 16-56, S-157*; and,

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 construction of a Retail Store with Gasoline Sales as stipulated by Article 04, Permissible Uses, 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*, of Article 04, *Permissible Uses*, and Subsection 04.04, *General Retail (GR) District*, and Subsection 04.01, *General Commercial District Standards*, 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 Z2025-065: SUP for a Retail Store with

Page | 1

Gasoline Sales

Ordinance No. 25-XX; SUP # S-3XX

City of Rockwall, Texas

4.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *Retail Store with Gasoline Sales* on the *Subject Property* and conformance to these requirements is necessary for continued operations:

- 1) The proposed Retail Store with Gasoline Sales shall generally conform to the Concept Plan depicted in Exhibit 'C' of this ordinance.
- 2) All fuel vents associated with the fuel storage tanks at any *Retail Store with Gasoline Sales* shall be located within the gas canopy, and shall be fully screened and not visible from adjacent properties and/or rights-of-way.
- 3) A wrought iron fence with a berm and three (3) tiered landscaping shall be provided along the southern property line.
- 4) The subject property shall be subject to the *General Overlay District Standards* as stipulated by Article 05, *District Development Standards*, of the Unified Development Code (UDC), and conformance to these requirements shall be verified at the time of *Site Plan* by the Architectural Review Board (ARB) and Planning and Zoning Commission.

4.2 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 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 5.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.
- **SECTION 6.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.
- **SECTION 7.** 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 8.** 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

Z2025-065: SUP for a Retail Store with Gasoline Sales

ordinance shall remain in full force and effect.

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 3rd DAY OF NOVEMBER, 2025.

	Tim McCallum, Mayor
ATTEST:	
Kristy Teague, City Secretary	
APPROVED AS TO FORM:	
Frank J. Garza, City Attorney	
1 st Reading: <u>October 20, 2025</u>	
2 nd Reading: <i>November 3, 2025</i>	

Exhibit 'A': Location Map

Legal Description: Lot 2, Block A, JBR2 Addition

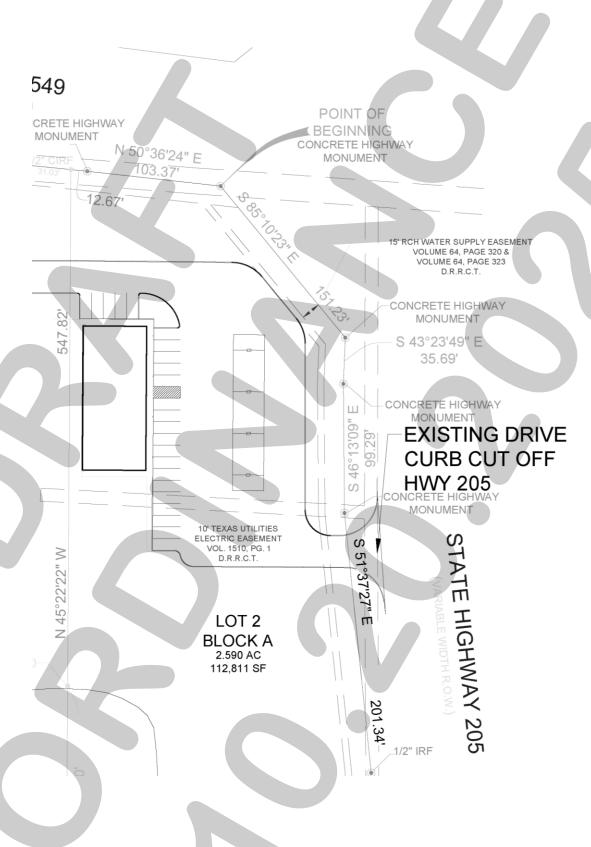


Z2025-065: SUP for a Retail Store with Gasoline Sales
Ordinance No. 25-XX; SUP # S-3XX

Page | 4

City of Rockwall, Texas

Exhibit 'B': Survey



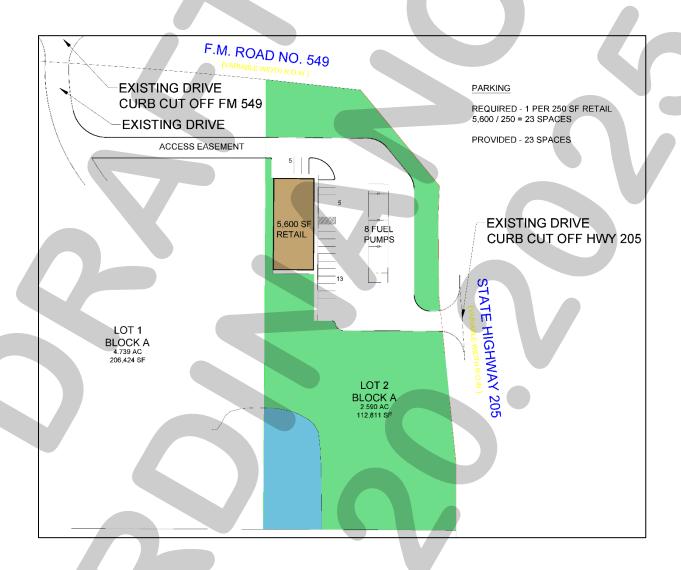
Z2025-065: SUP for a Retail Store with Gasoline Sales

Ordinance No. 25-XX; SUP # S-3XX

Page | 5

City of Rockwall, Texas

Exhibit 'C': Concept Plan





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

TO: Mayor and City Council

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

FROM: Ryan Miller; Director of Planning and Zoning

DATE: October 20, 2025

SUBJECT: MIS2025-017; Alternative Tree Mitigation Settlement Agreement for the Erwin Farms

Subdivision

On September 12, 2025, the applicant -- *John Arnold of Skorburg Company* -- submitted a development application requesting an *Alternative Tree Mitigation Settlement Agreement* for the Erwin Farms Subdivision. The Erwin Farms Subdivision was established by the City Council on April 7, 2025 through the adoption of *Ordinance No. 25-15* [*Planned Development District 104 (PD-104*); *Case No. Z2025-005*]. According to this Planned Development (PD) District ordinance, the Erwin Farms Subdivision is a 98.316-acre residential subdivision that will consist of 123 residential lots with a gross density of <u>1.25</u> dwelling units per acre (see *Figure 1*). These lots will consist of three (3) lot types: [1] 100, *Type 'A'* lots that will be a minimum of 100' x 120' (or 12,000 SF), [2] 17, *Type 'B'* lots that will be a minimum of 120' x 230' (or 32,760 SF), and [3] 6, *Type 'C'* lots that will be a minimum of 120' x 275' (or 43,560 SF). In addition, the development will consist of a minimum of 33.19-acres of open space that includes a 30.578-acre amenity site. Currently, the subject property remains undeveloped.



FIGURE 1: CONCEPT PLAN



FIGURE 2: AERIAL IMAGE OF THE SUBJECT PROPERTY

According to Section 05, Tree Mitigation Requirements, or Article 09, Tree Preservation, of the Unified Development Code (UDC), for every protected canopy tree over four (4) caliper inches removed, inch-for-inch replacement shall be required, and any Eastern Red Cedar over eight (8) feet in height must be replaced with a four (4) inch caliper canopy tree. That being said. the UDC grants Tree Preservation Credits "(f)or each saved oak, pecan or elm tree(s) 25-inches DBH or greater the mitigation balance can be reduced on an inch-for-inch basis for up to 20.00% of the total mitigation balance..." In this case, the applicant has completed a preliminary tree survey that estimated 4,188 caliper inches would be removed with the development of the subject property. Included with the applicant's submittal is a landscape plan that delineates all of the proposed canopy tree plantings within the subdivision. This includes all of the landscape buffers, open space lots, the public park, and the lot trees (i.e. two (2) trees per lot; three (3) trees per corner lot). Based on the provided landscape plan, 269 canopy trees will be planted by the developer, and 278 canopy trees will be planted on the residential lots. This equates to a total of 547 canopy trees or 2,188 caliper inches. This brings the total mitigation balance of 4,188 caliper inches to 2,000 caliper inches (i.e. 4,188 – 2,188 = 2000). In accordance with Tree Mitigation Requirements, the applicant would be permitted to purchase "...up to 20.00% of the total replacement inches," at \$100.00 per inch, and the remaining 80% must be planted on-site. In this case, the applicant would be required to plant 3,350.4 caliper inches or 838 trees and pay a fee of \$83,760 (i.e. [4188 caliper inches * 20%] * \$100.00 = \$83,760). At an all cash consideration, the applicant's remaining mitigation balance is 2,000 caliper inches or \$200,000.00. This exceeds the 20.00% purchase limit described above. Given this, the applicant is requesting an Alternative Tree Mitigation Settlement Agreement in accordance with Section 05(G), Tree Mitigation Requirements, or Article 09, Tree Preservation, of the Unified Development Code (UDC). In lieu of paying the remaining balance, the applicant is requesting to provide the full amount of \$200,000.00 to fund amenities and park improvements for the adjacent Alma Williams Park. Staff should note that the applicant is making this request in addition to the park fees required by the Municipal Code of Ordinances and the improvements they are already required to be provided per the Planned Development District. According to the Planned Development District 104 (PD-104) Ordinance [Ordinance No. 25-15] the applicant is required to amenitize the subdivision with [1] an eight (8) foot concrete hike & bike trail, [2] a pavilion, [3] two (2) multi-use courts, [4] two (2) retention ponds each with a fountain, [5] and two benches, and [7] landscape features (e.g. trees and other vegetation).

According to Subsection (G), *Alternative Tree Mitigation Settlement Agreement*, of Article 09, *Tree Preservation*, of the Unified Development Code (UDC), "(i)n certain cases, the City Council -- upon recommendation from the Planning and Zoning Commission -- may consider an *Alternative Tree Mitigation Settlement Agreement* where, due to hardship, the applicant is unable to meet the requirements of this Article or where it is determined that adherence to the tree mitigation requirements will create a hardship for an applicant. These funds will be used for planting trees in the City's parks, medians, streets rights-of-way, or other similar areas as determined by the Parks and Recreation Department." In this case, the applicant is proposing to use the tree mitigation balance of \$200,000.00 to fund park improvements at the adjacent Alma Williams Park. In reviewing the applicant's request, it does appear that it may warrant consideration and may provide benefit to both the City and the applicant; however, all requests for an *Alternative Tree Mitigation Settlement Agreement* are discretionary decisions for the City Council pending a recommendation from the Planning and Zoning Commission. On October 14, 2025, the Planning and Zoning Commission approved a motion to recommend approval of the *Alternative Tree Mitigation Settlement Agreement* by a vote of 7-0. Should the City Council have any questions concerning the applicant's request, staff and the applicant will be available during the *October 20, 2025* City Council meeting.



DEVELOPMENT APPLICATION

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

PLANNING & ZONING CASE	NO.
	S NOT CONSIDERED ACCEPTED BY THE DIRECTOR AND CITY ENGINEER HAVE
DIRECTOR OF PLANNING:	

PLEASE CHECK THE AF	PPROPRIATE	BOX BELOW TO	INDICATE THE TYPE	E OF DE	VELOPMENT REQU	JEST (SELEC)	ONLY ONE BOXJ:	
PLATTING APPLICA MASTER PLAT (\$' PRELIMINARY PL FINAL PLAT (\$300.00 REPLAT (\$300.00 MENDING OR ME	100.00 + \$15. AT (\$200.00).00 + \$20.00 + \$20.00 AC IINOR PLAT (.00 ACRE) ¹ + \$15.00 ACRE) ¹ ACRE) ¹ RE) ¹ (\$150.00)			OTHER APPLICATION TREE REMOVA	IGE (\$200.00 - PERMIT (\$20 MENT PLANS TION FEES: AL (\$75.00)	+ \$15.00 ACRE) 1 0.00 + \$15.00 ACRE (\$200.00 + \$15.00 AC	CRE) 1
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PROPOSED ZONING	PN				PROPOSED USE	SENGL	E PAMELT	PESEDENTENC
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OWNER/APPLICA	NT/AGEN	IT INFORMAT	TON [PLEASE PRINT	T/CHECK 1	THE PRIMARY CONT	ACT/ORIGINAL	SIGNATURES ARE RE	QUIRED]
OWNER	5000	ERWEN F	ements SF ,	رين	☐ APPLICANT	SUOPE	wret con	PANY
CONTACT PERSON	John	MONOLO		CON	TACT PERSON	TOUN	MUDLO	
ADDRESS					ADDRESS			
CITY, STATE & ZIP				Т	Y, STATE & ZIP			
PHONE					PHONE			
E-MAIL					E-MAIL			
NOTARY VERIFIC BEFORE ME, THE UNDERS STATED THE INFORMATIO	SIGNED AUTH	ORITY, ON THIS DA	Y PERSONALLY APPEA TRUE AND CERTIFIED	ARED THE FOLL	John Men	ופבט	[OWNER] T	HE UNDERSIGNED, WHO
"I HEREBY CERTIFY THAT IT	WITHIN THIS	TO COVER THE COS 20 25 BY SIGNING APPLICATION TO	T OF THIS APPLICATION THIS APPLICATION, I A THE PUBLIC. THE CIT	N, HAS BEE AGREE TH Y IS ALSO	EN PAID TO THE CITY (AT THE CITY OF ROC O AUTHORIZED AND	OF ROCKWALL (KWALL (I.E. "CII PERMITTED TO	ON THIS THE TY") IS AUTHORIZED AI REPRODUCE ANY CO FOR PUBLIC INFORMAT	YON:
GIVEN UNDER MY HAND A	ND SEAL OF	OFFICE ON THIS TH	HE 30 DAY OF SE	Prom	ser 2025	•		ATHER THOMAS stary ID # 10361994
	OWNER'S	SIGNATURE	AN	4				s October 29, 2028
NOTARY PUBLIC IN AND F	OR THE STAT	TE OF TEXAS	Hearfur 1	tion	uas	мусс	MMISSION EXPIRES	10/29/2028



October 8, 2025

City of Rockwall

Attn: Bethany Ross 385 S. Goliad St. Rockwall, TX 75087

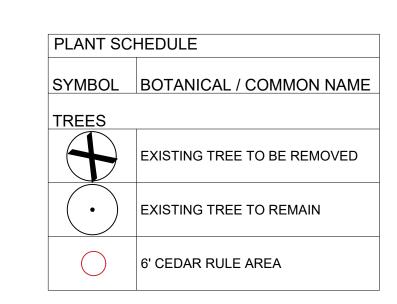
Re: Erwin Farms – Tree Mitigation

Bethany,

We are requesting an Alternative Tree Mitigation Settlement Agreement whereby the developer contributes the balance of the required tree mitigation for the Erwin Farms development to the City of Rockwall. The funds shall be used for the contemplated improvements to Alma Williams Park. The developer contribution shall satisfy the Tree Mitigation Requirements outlined in Article 09 of the City of Rockwall Unified Development Code in full.

Cordially,

John Arnold Development Partner



GRAPHIC SCALE

Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

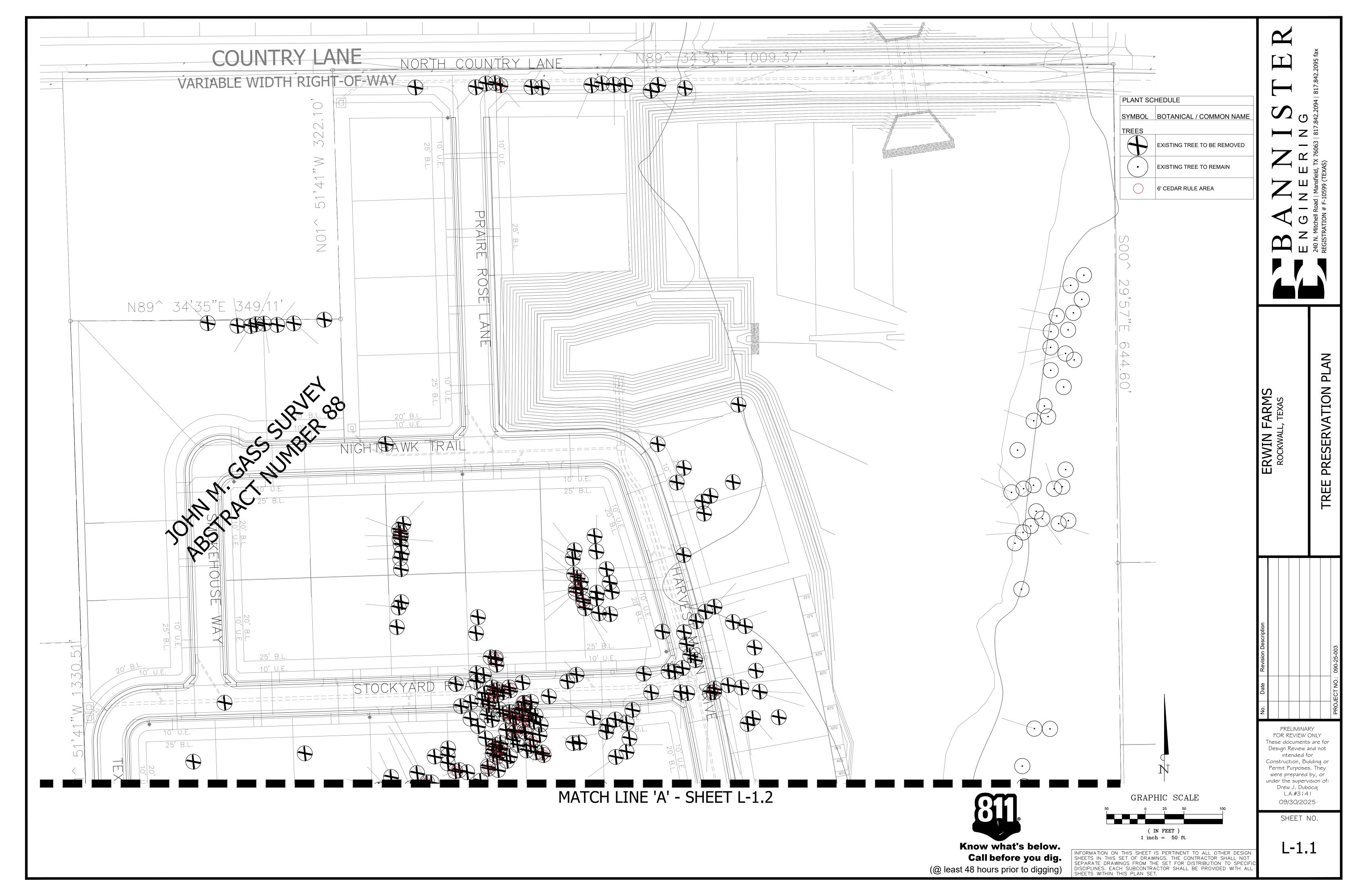
(IN FEET) 1 inch = 200 ft. OVERALL TREE PRESERVATION

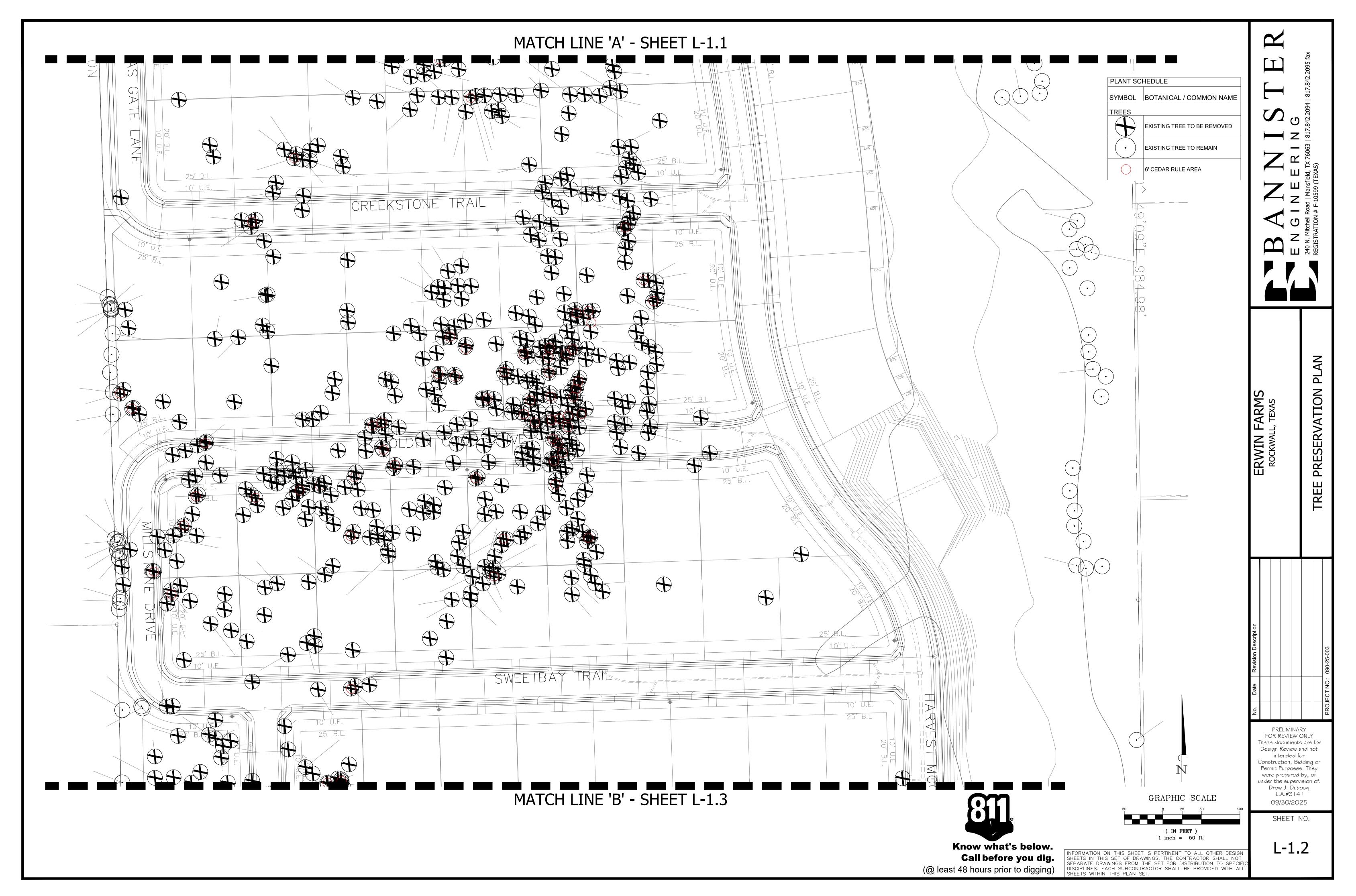
OVERALL TREE PRESERVATION

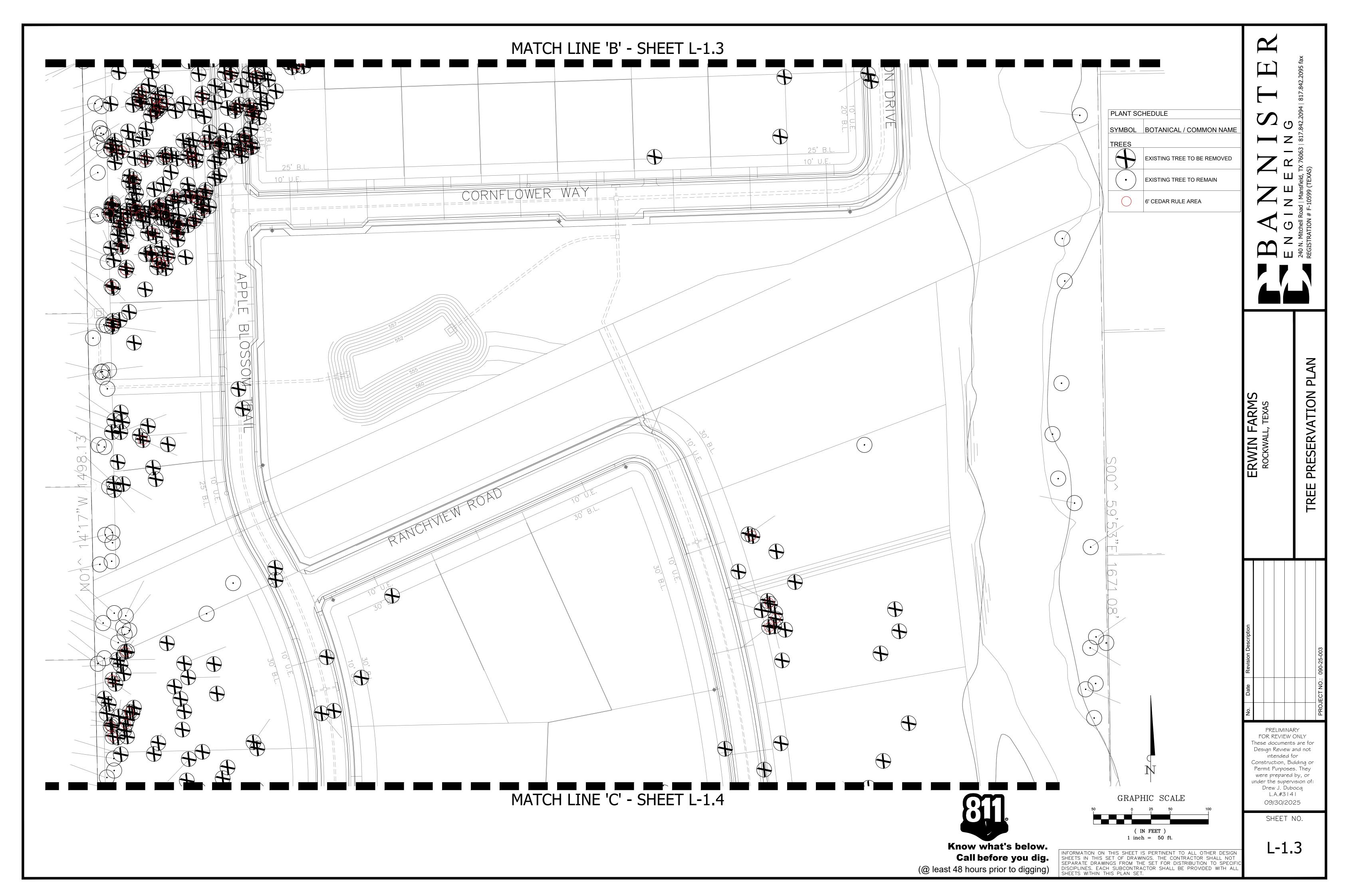
PRELIMINARY
FOR REVIEW ONLY
These documents are for
Design Review and not
intended for
Construction, Bidding or
Permit Purposes. They
were prepared by, or
under the supervision of:
Drew J. Dubocq
L.A.#3|4|
O9/30/2025

SHEET NO.

L-1.0







NO.	CALIPER	SPECIES	REMAIN	REMOVE	REMARKS
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5006	12	ŒDAR		X	SECONDARY
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5209	7	ŒDAR .	X	SECONDARY
5210	8	ŒDAR	X	SECONDARY
5211	6	ŒDAR	X	SECONDARY
5212	6	ŒDAR	X	SECONDARY
Contract of Contract	1000		1.00.00	NON-PROTECTE
5213	3	CEDAR CEDAR	X	
5214	9	CEDAR	X	SECONDARY
5215	8	CEDAR .	X	SECONDARY
5216	6	OEDAR	X	SECONDARY
5217	6	CEDAR	X	SECONDARY
5218	6	OEDAR	X	SECONDARY
5219	10	ŒDAR .	X	SECONDARY
5220	4	ŒDAR	X	SECONDARY
5221	5	QEDAR .	X	SECONDARY
5222	6	ŒDAR	X	SECONDARY
5223	8	ŒDAR	X	SECONDARY
5224	6	CEDAR	X	SECONDARY
5225	5	CEDAR	X	SECONDARY
5226	11	CEDAR	X	SECONDARY
5227	6	OEDAR	X	SECONDARY
5228	7	CEDAR	X	SECONDARY
5229	6	ŒDAR	X	SECONDARY
5230	6	ŒDAR	X	SECONDARY
5231	5	OEDAR	X	SECONDARY
5232	5	CEDAR	X	SECONDARY
5233	6	ŒDAR CEDAR	X	SECONDARY
5234	6	CEDAR	X	SECONDARY
5235	5	OEDAR	X	SECONDARY
5236	4	OEDAR	X	SECONDARY
5237	5	OEDAR	X	SECONDARY
5238	6	CEDAR	X	SECONDARY
5239	5	ŒDAR	X	SECONDARY
5240	6	ŒDAR	X	SECONDARY
5241	6	CEDAR	X	SECONDARY
5242	8	CEDAR CEDAR	X	SECONDARY
5243	6	CEDAR .	Х	SECONDARY
5244	6	OEDAR	X	SECONDARY
5245	6	CEDAR	X	SECONDARY
5246	7	ŒDAR	X	SECONDARY
5247	5	CEDAR	X	SECONDARY
5248	7	ŒDAR .	X	SECONDARY
5249	8	ŒDAR	X	SECONDARY
(2000)	7	The same of the	1 100 100	
5250		CEDAR	X	SECONDARY
5251	2	CEDAR	X	NON-PROTECTE
5252	6	ŒDAR	X	SECONDARY
5253	7	CEDAR	X	SECONDARY
5254	7	OEDAR	X	SECONDARY
5255	8	OEDAR	X	SECONDARY
5256	12	ŒDAR	X	SECONDARY
5257	7	ŒDAR	X	SECONDARY
5258	7	CEDAR	X	SECONDARY
5259	10	ŒDAR	X	SECONDARY
5260	11	ŒDAR	X	SECONDARY
		2777 - 1778 TV TV TV		
5261	10	CEDAR CEDAR	X	SECONDARY
5262	7	ŒDAR	Х	SECONDARY
5263	8	ŒDAR	X	SECONDARY
5264	7	ŒDAR	X	SECONDARY
5265	12	CEDAR .	X	SECONDARY
5266	4	ŒDAR	Х	SECONDARY
5267	8	ŒDAR	X	SECONDARY
5268	7	CEDAR	X	SECONDARY
5269	5	ŒDAR	X	SECONDARY
5270	4	B.M	X	PRIMARY
	-		X	PRIMARY
5271	5	BLM	I X	PHIMARY
	7			CONTRACT.
5272		CEDAR .	Х	SECONDARY
5273	6	ELM	X	PRIMARY
5273 5274		ELM CEDAR	Х	PRIMARY SECONDARY
5273	6	ELM	X	PRIMARY
5273 5274	6 8	ELM CEDAR	X X X	PRIMARY SECONDARY
5273 5274 5275	6 8 4	ELM CEDAR ELM	X X X	PRIMARY SECONDARY PRIMARY
5273 5274 5275 5276 5277	6 8 4 5 6	ELM CEDAR ELM CEDAR CEDAR	X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY
5273 5274 5275 5276 5277 5278	6 8 4 5 6	ELM CEDAR ELM CEDAR CEDAR CEDAR	X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY
5273 5274 5275 5276 5277 5278 5279	6 8 4 5 6 11 8	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR	X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280	6 8 4 5 6 11 8	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR ELM	X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY
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5273 5274 5275 5276 5277 5278 5279 5280 5281	6 8 4 5 6 11 8 6	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR ELM CEDAR	X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282	6 8 4 5 6 11 8 6 9	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR CEDAR ELM CEDAR PEAR	X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY
5273 5274 5275 5276 5276 5277 5278 5279 5280 5281 5282 5283	6 8 4 5 6 11 8 6 9 6 4	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR ELM ELM ELM	X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY PRIMARY PRIMARY PRIMARY PRIMARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285	6 8 4 5 6 11 8 6 9 6 4 7	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR PEAR ELM CEDAR CEDAR	X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY PRIMARY PRIMARY PRIMARY PRIMARY SECONDARY PRIMARY PRIMARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286	6 8 4 5 6 11 8 6 9 6 4 7	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR PEAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR	X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY PRIMARY PRIMARY PRIMARY PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287	6 8 4 5 6 11 8 6 9 6 4 7 10 8	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR PEAR ELM CEDAR	X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287 5288	6 8 4 5 6 11 8 6 9 6 4 7 10 8 9	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR PEAR ELM CEDAR	X X X X X X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287	6 8 4 5 6 11 8 6 9 6 4 7 10 8	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR PEAR ELM CEDAR	X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287 5288	6 8 4 5 6 11 8 6 9 6 4 7 10 8 9	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR PEAR ELM CEDAR	X X X X X X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287 5288 5288	6 8 4 5 6 11 8 6 9 6 4 7 10 8 9	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR ELM CEDAR ELM CEDAR	X X X X X X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY PRIMARY PRIMARY PRIMARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287 5288 5289 5290 5291	6 8 4 5 6 11 8 6 9 6 4 7 10 8 9 12 11 6 8	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR	X X X X X X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY PRIMARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287 5288 5287 5288 5289 5290 5291	6 8 4 5 6 11 8 6 9 6 4 7 10 8 9 12 11 6 8 7	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR ELM CEDAR	X X X X X X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY SECONDARY PRIMARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287 5288 5289 5290 5291 5292 5293	6 8 4 5 6 11 8 6 9 6 4 7 10 8 9 12 11 6 8 7 6	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR ELM CEDAR	X X X X X X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY SECONDARY PRIMARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287 5288 5289 5290 5291 5292 5293 5294	6 8 4 5 6 11 8 6 9 6 4 7 10 8 9 12 11 6 8 7 6	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR ELM CEDAR	X X X X X X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287 5288 5289 5290 5291 5292 5293 5294 5295	6 8 4 5 6 11 8 6 9 6 4 7 10 8 9 12 11 6 8 7 6 8	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR	X X X X X X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY PRIMARY PRIMARY PRIMARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287 5288 5289 5290 5291 5292 5293 5294 5295 5296	6 8 4 5 6 11 8 6 9 6 4 7 10 8 9 12 11 6 8 7 6 8 7	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR	X X X X X X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY PRIMARY PRIMARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287 5288 5289 5290 5291 5292 5293 5294 5295 5296 5297	6 8 4 5 6 11 8 6 9 6 4 7 10 8 9 12 11 6 8 7 6 5 8 7 6 5 8 8 7 6 8 7 6 8 7 6 8 7 6 8 8 7 6 8 8 7 6 8 8 7 8 8 8 8	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR	X X X X X X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY SECONDARY PRIMARY PRIMARY PRIMARY PRIMARY SECONDARY
5273 5274 5275 5276 5277 5278 5279 5280 5281 5282 5283 5284 5285 5286 5287 5288 5289 5290 5291 5292 5293 5294 5296 5296	6 8 4 5 6 11 8 6 9 6 4 7 10 8 9 12 11 6 8 7 6 8 7	ELM CEDAR ELM CEDAR CEDAR CEDAR CEDAR CEDAR ELM CEDAR ELM CEDAR	X X X X X X X X X X X X X X X X X X X	PRIMARY SECONDARY PRIMARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY PRIMARY PRIMARY PRIMARY PRIMARY SECONDARY

5300	6	ŒDAR		Х	SECONDARY
5301	11	ŒDAR		X	SECONDARY
5302	7	ŒDAR		Х	SECONDARY
5303	9	ŒDAR		Х	SECONDARY
5304	6	ŒĐAR		X	SECONDARY
5305	10	ŒDAR		X	SECONDARY
5306	7	ŒDAR ŒDAR		X	SECONDARY
5307	6	ŒDAR ŒDAR		X	SECONDARY
5308 5309	12 5	CEDAR CEDAR		X	SECONDARY SECONDARY
5310	8	OEDAR	X		SECONDARY
5311	13	OEDAR	X		SECONDARY
5312	6	ŒDAR	X		SECONDARY
5313	12	ŒDAR	X		SECONDARY
5314	10	ŒDAR	X		SECONDARY
5315	5	ŒDAR	X		SECONDARY
5316	8	ŒDAR	Х		SECONDARY
5317	4	ŒDAR.		Х	SECONDARY
5318	8	ŒDAR	X		SECONDARY
5319	14	ŒDAR	X		SECONDARY
5320	8	ŒDAR	X		SECONDARY
5321	6	ŒDAR ŒDAR	Χ	.,,	SECONDARY
5322	6	ŒDAR ŒDAR	V	X	SECONDARY
5323 5324	7 11	ŒDAR ŒDAR	Х		SECONDARY SECONDARY
5325	10	OEDAR		X	SECONDARY
5326	4	OEDAR OEDAR		X	SECONDARY
5327	2	ŒDAR		X	NON-PROTECTED
5328	7	ŒDAR		X	SECONDARY
5329	7	ŒDAR		X	SECONDARY
5330	12	ŒDAR		X	SECONDARY
5331	5	ŒDAR		X	SECONDARY
5332	6	ŒDAR		X	SECONDARY
5333	2	ŒDAR		X	NON-PROTECTED
5334	8	ŒDAR		Χ	SECONDARY
5335	6	ŒDAR		Х	SECONDARY
5336	3	ŒDAR		Х	NON-PROTECTED
5337	3	ŒDAR		X	NON-PROTECTED
5338	6	ŒDAR		X	SECONDARY
5339	7	ŒDAR ŒDAR		X	SECONDARY
5340	8	ŒDAR ŒDAR		X	SECONDARY
5341 5342	5 8	OEDAR OEDAR		X	SECONDARY SECONDARY
5343	6	ŒDAR		X	SECONDARY
5344	10	ŒDAR		X	SECONDARY
5345	4	ŒDAR		X	SECONDARY
5346	9	ŒDAR		X	SECONDARY
5347	7	ŒDAR		X	SECONDARY
5348	3	ŒDAR		Х	NON-PROTECTED
5349	6	ŒDAR		Х	SECONDARY
5350	1	ŒDAR		Х	NON-PROTECTED
5351	8	ŒĐAR		X	SECONDARY
5352	6	ŒDAR	office land	X	SECONDARY
5353	6	ŒDAR ŒDAR	X		SECONDARY
5354	6	ŒDAR ŒDAR	X	V	SECONDARY
5355 5356	- 8 - 7	OEDAR OEDAR		X	SECONDARY SECONDARY
5357	5	ŒDAR		X	SECONDARY
5358	5	ŒDAR		X	SECONDARY
5359	8	ŒDAR		X	SECONDARY
5360	8	ŒDAR		Х	SECONDARY
5361	4	ŒDAR		X	SECONDARY
5362	4	ŒDAR		Х	SECONDARY
5364	3	ŒDAR		X	NON-PROTECTED
5365	5	ŒDAR		X	SECONDARY
5366	3	ŒDAR		Х	NON-PROTECTED
5367	7	ŒDAR ŒDAR		X	SECONDARY
5368	3	ŒDAR ŒDAR		X	NON-PROTECTED
5369	2	ŒDAR		X	NON-PROTECTED
5370 5371	7 3	ŒDAR ŒDAR		X	SECONDARY NON-PROTECTED
5371	2	ŒDAR ŒDAR		X	NON-PROTECTED
5373	4	BM		X	PRIMARY
5374	7	B.M		X	PRIMARY
5375	4	B.M		X	PRIMARY
5376	5	BM		X	PRIMARY
5377	4	BM		X	PRIMARY
5378	6	ВM		Х	PRIMARY
5379	5	BLM		Х	PRIMARY
5380	6	ВM		Х	PRIMARY
5381	5	EM		X	PRIMARY
5382	6	ŒDAR ŒDAR		X	SECONDARY
5383	7	ŒDAR ŒDAR		X	SECONDARY
5384	6	ŒDAR		X	SECONDARY
5385 5386	2	OEDAR OEDAR		X	NON-PROTECTED NON-PROTECTED
5387	2	OEDAR OEDAR		X	NON-PROTECTED
5388	4	ŒDAR ŒDAR		X	SECONDARY
5389	5	ŒDAR		X	SECONDARY
5390	4	ŒDAR		X	SECONDARY
5391	9	ŒDAR		X	SECONDARY
5395	4	ŒDAR		X	SECONDARY
3080	4	ŒDAR		X	SECONDARY
5396	-	ŒDAR		X	SECONDARY
	4	CEDAN I			
5396	8	ŒDAR		X	SECONDARY
5396 5399				X	SECONDARY SECONDARY
5396 5399 5401	8	ŒDAR			
5396 5399 5401 5402	8	ŒDAR ŒDAR		Х	SECONDARY

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5411 4 CEDAR X SECONDARY 5413 10 CEDAR X SECONDARY 5413 10 CEDAR X SECONDARY 5416 10 CEDAR X SECONDARY 5416 7 CEDAR X SECONDARY 5416 7 CEDAR X SECONDARY 5416 7 CEDAR X SECONDARY 5419 8 CEDAR X SECONDARY 5419 8 CEDAR X SECONDARY 5421 7 CEDAR X SECONDARY 5422 6 CEDAR X SECONDARY 5423 2 CEDAR X SECONDARY 5425 5 CEDAR X SECONDARY 5426 5 CEDAR X SECONDARY 5427 6 CEDAR X SECONDARY 5428 7 CEDAR X SE	5409		ŒĐAR			SECONDARY
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5564 5565 5566 5567 5568 5569 5570 5571 5572 5573 5574 5575 5576 5577 5579 5580 5581 5582 5583 5584 5585 5586	2 8 5 6 7 4 5 7 9 9 4 8 5 4 4 1 7 7 7 7 6 6	CEDAR	X X X	X X X X X X X X X X X X	NON-PROTECTED SECONDARY
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5564 5565 5566 5567 5568 5569 5570 5571 5572 5573 5574 5575 5576 5576 5577 5579 5580 5581 5582 5583 5584 5585 5586 5586	2 8 5 6 7 4 5 7 9 9 4 8 5 4 4 1 7 7 7 7 6 6	CEDAR	X X X	X X X X X X X X X X X X X X	NON-PROTECTED SECONDARY
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5564 5565 5566 5567 5568 5569 5570 5571 5572 5573 5574 5575 5576 5577 5579 5580 5581 5582 5583 5584 5585 5585 5586 5587 5588 5586 5587 5588 5589 5590 5591 5592	2 8 5 6 7 4 5 7 9 9 4 8 5 4 4 1 7 7 7 7 6 6 7 9 9 9 7	CEDAR	X X X	X X X X X X X X X X X X X X X X X X X	NON-PROTECTED SECONDARY
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5564 5565 5566 5567 5568 5569 5570 5571 5572 5573 5574 5575 5576 5577 5579 5580 5581 5582 5583 5584 5585 5586 5587 5588 5587 5588 5589 5590 5591 5592 5594 5594 5595	2 8 5 6 7 4 5 7 9 9 4 8 5 4 4 1 7 7 7 6 6 7 6 7 6 7	CEDAR	X X X	X X X X X X X X X X X X X X X X X X X	NON-PROTECTED SECONDARY
5564 5565 5566 5567 5568 5569 5570 5571 5572 5573 5574 5575 5576 5577 5579 5580 5581 5582 5581 5582 5583 5584 5585 5586 5587 5588 5588 5589 5590 5591 5592 5593 5594 5595 5596	2 8 5 6 7 4 5 7 9 9 4 8 5 4 4 1 7 7 7 7 6 6 7 9 9 5 7 7 6 7 7 7 6 7 7 7 7 7 6 7 7 7 7 7 7	CEDAR	X X X	X X X X X X X X X X X X X X	NON-PROTECTED SECONDARY
5564 5565 5566 5567 5568 5569 5570 5571 5572 5573 5574 5575 5576 5577 5579 5580 5581 5582 5583 5584 5582 5583 5584 5585 5586 5587 5588 5589 5590 5591 5592 5593 5594 5595 5596 5597	2 8 5 6 7 4 5 7 9 9 4 8 5 4 4 1 7 7 7 6 6 6 7 9 9 5 7 7 6 7 7 6 7 7 6 7 7 7 7 6 7 7 7 7 7	CEDAR	X X X	X X X X X X X X X X X X X X	NON-PROTECTED SECONDARY
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5564 5565 5566 5567 5568 5569 5570 5571 5572 5573 5574 5575 5576 5577 5579 5580 5581 5582 5583 5584 5585 5585 5586 5587 5588 5589 5590 5591 5592 5593 5594 5596 5597 5598	2 8 5 6 7 4 5 7 9 9 4 8 5 4 4 1 7 7 7 7 6 6 7 6 7 9 9 5 7	CEDAR	X X X	X X X X X X X X X X X X X X	NON-PROTECTED SECONDARY
5564 5565 5566 5567 5568 5569 5570 5571 5572 5573 5574 5575 5576 5576 5577 5579 5580 5581 5582 5583 5584 5585 5586 5587 5588 5589 5590 5591 5592 5593 5594 5596 5597 5598 5596	2 8 5 6 7 4 5 7 9 9 4 8 5 4 4 1 7 7 7 7 6 6 7 6 7 6 7 6 7 6 7 6 7 6 7	CEDAR	X X X	X X X X X X X X X X X X X X	NON-PROTECTED SECONDARY
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5564 5565 5566 5567 5568 5569 5570 5571 5572 5573 5574 5575 5576 5577 5579 5580 5581 5582 5581 5582 5583 5584 5585 5586 5587 5588 5589 5590 5591 5592 5593 5594 5595 5596 5597 5598 5597 5598 5599 5590 5597 5598 5596 5597 5598 5599 5590 5597 5598 5599 5590 5591 5592 5593 5594 5595 5596 5597 5598 5599 5590 5590 5590 5591 5592 5593 5594 5595 5596 5597 5598 5599 5590 5600 5600 5600 5600 5600 5600 5600 5600	2 8 5 6 7 4 5 7 9 9 4 8 5 4 4 1 7 7 7 6 6 6 7 9 9 5 7 6 7 7 6 7 6 7 7 6 7 7 7 7 6 7 7 7 7	CEDAR	X X X	X X X X X X X X X X X X X X	NON-PROTECTED SECONDARY
5564 5565 5566 5567 5568 5569 5570 5571 5572 5573 5574 5575 5576 5577 5579 5580 5581 5582 5581 5582 5583 5584 5585 5586 5587 5588 5589 5590 5591 5592 5593 5594 5595 5596 5597 5598 5596 5597 5598 5596 5597 5598 5596 5597 5598 5599 5600 5601 5602	2 8 5 6 7 4 5 7 9 9 4 8 5 4 4 1 7 7 7 7 6 6 7 9 9 5 7 6 7 7 6 7 7 6 7 7 7 6 7 7 7 7 7 7 7	CEDAR	X X X	X X X X X X X X X X X X X X	NON-PROTECTED SECONDARY

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09	10	ŒDAR		Х	SECONDARY	
10	6	ŒDAR		Х	SECONDARY	
11	9	ŒDAR		X	SECONDARY	
12	9	ŒDAR		X	SECONDARY	
13	9	ŒDAR	X		SECONDARY	
14	6	ŒDAR	X		SECONDARY	
	19		^		Control of the Contro	
15	12	ŒDAR		X	SECONDARY	
16	10	ŒDAR		X	SECONDARY	
17	10	ŒDAR		X	SECONDARY	
18	10	ŒDAR		Х	SECONDARY	
19	6	ŒDAR		X	SECONDARY	
20	12	ŒDAR		X	SECONDARY	
21	12	ŒDAR		X	SECONDARY	
22	6	ŒDAR		Х	SECONDARY	
23	9	ŒDAR		X	SECONDARY	
24	9	ŒDAR		X	SECONDARY	
25	7	ŒDAR		X	SECONDARY	
	<u> </u>				SECONDARY	
26	12	ŒDAR		X	1	
27	9	ŒDAR		X	SECONDARY	
28	9	ŒDAR.		X	SECONDARY	
29	9	ŒDAR		X	SECONDARY	
30	12	ŒDAR	X		SECONDARY	
31	12	ŒDAR	X		SECONDARY	
32	12	ŒDAR	X		SECONDARY	
33	12	ŒDAR	X		SECONDARY	
34	12	ŒDAR	X		SECONDARY	
35	7	ŒDAR	Х		SECONDARY	
36	6	ŒDAR		X	SECONDARY	
37	6	ŒDAR		X	SECONDARY	
38	6	ŒDAR		X	SECONDARY	
39	9	ŒDAR	West-	X	SECONDARY	
40	9	ŒDAR	X		SECONDARY	
41	6	ŒDAR	Х		SECONDARY	
42	8	ŒDAR		Х	SECONDARY	
43	8	ŒDAR		X	SECONDARY	
44						
	8	ŒDAR		X	SECONDARY	
45	8	ŒDAR		X	SECONDARY	
46	6	ŒDAR		X	SECONDARY	
47	8	ŒDAR		X	SECONDARY	
48	6	ŒDAR		Х	SECONDARY	
49	6	ŒDAR		X	SECONDARY	
49 50	5	ŒDAR		X	SECONDARY	
51	6	ŒDAR		X	SECONDARY	
52	6	ŒDAR		X	SECONDARY	
53	5	ŒDAR		X	SECONDARY	
54	3	ŒDAR		X	NON-PROTECTED	
55	6	ŒDAR		X	SECONDARY	
56	6	ŒDAR		X	SECONDARY	
57	7	ŒDAR		X	SECONDARY	
58	6	ŒDAR		X	SECONDARY	
59	7	OEDAR.		X	SECONDARY	
60	6	ŒDAR		X	SECONDARY	
61	7	ŒDAR		X	SECONDARY	
62	5	ŒDAR		X	SECONDARY	
					The second secon	
63	6	ŒDAR		X	SECONDARY	
64	7	ŒDAR		X	SECONDARY	
65	2	ŒDAR		X	NON-PROTECTED	
66	8	ŒDAR		X	SECONDARY	
67	5	ŒDAR		X	SECONDARY	
68	6	ŒDAR		X	SECONDARY	
69	7	ŒDAR		X	SECONDARY	
70	4	ŒDAR		X	SECONDARY	
71	5	OEDAR.		X	SECONDARY	
72	7	ŒDAR		X	SECONDARY	
73	9	ŒDAR		X	SECONDARY	
74	9	ŒDAR		X	SECONDARY	
75	4	ŒDAR		X	SECONDARY	
27.830					SECONDARY	
76	8	ŒDAR ŒDAR		X		
77	5	ŒDAR	20.00	X	SECONDARY	
79	4	ŒDAR	X		SECONDARY	
80	4	ŒDAR	X		SECONDARY	
81	1	ŒDAR	X		NON-PROTECTED	
82	7	ŒDAR	X		SECONDARY	
83	7	ŒDAR	X		SECONDARY	
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84	7	ŒDAR		X	SECONDARY	
85	6	ŒDAR		X	SECONDARY	
86	6	ŒDAR		Х	SECONDARY	
87	7	ŒDAR		X	SECONDARY	
88	6	ŒDAR		Х	SECONDARY	
89	7	ŒDAR		X	SECONDARY	
90		ŒDAR		X	SECONDARY	
	9					
91	5	ŒDAR ŒDAR		X	SECONDARY	
92	7	ŒDAR		Х	SECONDARY	
93	6	ŒDAR		Х	SECONDARY	
94	7	ŒDAR		Х	SECONDARY	
95	5	ŒDAR		X	SECONDARY	
96	3	ŒDAR		X	NON-PROTECTED	
97	4	ŒDAR ŒDAR		X	SECONDARY	
98	6	ŒDAR		Х	SECONDARY	
99	6	PEAR		Х	SECONDARY	
00	7	ŒDAR		Х	SECONDARY	
01	7	ŒDAR		X	SECONDARY	
02	4	ŒDAR		X	SECONDARY	
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03	8	ŒDAR		X	SECONDARY	
04	6	ŒDAR		Х	SECONDARY	
05	Δ	OFDAR.		X	SECONIDARY	

5608					I view i speciment
5609	7	CEDAR CEDAR		X	NON-PROTECTE SECONDARY
5610	2	ŒDAR		X	NON-PROTECTE
5611	5	ŒDAR		X	SECONDARY
5612	2	ŒDAR		X	NON-PROTECTE
5613	3	ŒDAR		X	NON-PROTECTE
5614	6	ŒDAR		X	SECONDARY
5615	6	ŒDAR		X	SECONDARY
5616	4	ŒDAR		Х	SECONDARY
5617	4	ŒDAR		Х	SECONDARY
5618	4	ŒDAR		Х	SECONDARY
5619	8	ŒDAR		X	SECONDARY
5620	4	ŒDAR		X	SECONDARY
5621	6	ŒDAR		Х	SECONDARY
5622	4	ŒDAR		Х	SECONDARY
5623	8	ŒDAR		Х	SECONDARY
5624	6	ŒDAR		Х	SECONDARY
5625	8	ŒDAR		Х	SECONDARY
5626	4	ŒDAR	Χ		SECONDARY
5627	8	ŒDAR	X		SECONDARY
5628	8	ŒDAR	X		SECONDARY
5629	8	OEDAR		X	SECONDARY
5630	3	ŒDAR		X	SECONDARY
5631	8	OEDAR		X	SECONDARY
5632	8	ŒDAR		X	SECONDARY
5633	10	ŒDAR		X	SECONDARY
5634	8	ŒDAR		X	SECONDARY
5635	6	ŒDAR .		X	SECONDARY
5636	6	ŒDAR .		Х	SECONDARY
5637	4	ŒDAR		X	SECONDARY
5638	4	ŒDAR .		X	SECONDARY
5639	4	ŒDAR CEDAR		X	SECONDARY
5640	8	ŒDAR		X	SECONDARY
5641	5	ŒDAR .		X	SECONDARY
5642	4	ŒDAR .		X	SECONDARY
5643	4	ŒDAR		X	SECONDARY
5644	6	ŒDAR .		X	SECONDARY
5645	6	ŒDAR .		X	SECONDARY
5646	4	ŒDAR		X	SECONDARY
5647	3	ŒDAR .		X	NON-PROTECTE
5648	6	ŒDAR		X	SECONDARY
5649	3	ŒDAR CEDAR		X	SECONDARY
5650 5651	3	ŒDAR CEDAR		X	NON-PROTECTE
5651		ŒDAR CEDAR		X	NON-PROTECTE SECONDARY
5652 5653	6 3	CEDAR CEDAR		X	NON-PROTECTE
5654	5	ŒDAR DEDAR		X	SECONDARY
5655	4	ŒDAR		X	SECONDARY
5656	5	ŒDAR		X	SECONDARY
5657	6	ŒDAR		X	SECONDARY
5658	4	ŒDAR		X	SECONDARY
5659	5	ŒDAR		X	SECONDARY
5660	8	ŒDAR		X	SECONDARY
5661	8	ŒDAR		X	SECONDARY
5662	5	ŒDAR		X	SECONDARY
5663	6	ŒDAR		Х	SECONDARY
5664	4	ŒDAR		Х	SECONDARY
5665	5	ŒDAR		Х	SECONDARY
5666	6	ŒDAR		Х	SECONDARY
5667	6	ŒDAR		Х	SECONDARY
5668	5	ŒDAR		Х	SECONDARY
5669	4	ŒDAR		Х	SECONDARY
5670	4	ŒDAR		Х	SECONDARY
5671	6	ŒDAR		Х	SECONDARY
5672	4	ŒDAR		X	SECONDARY
5673	3	ŒDAR		X	NON-PROTECIE
5674	8	ŒDAR		Х	SECONDARY
5675	5	ŒDAR		Х	SECONDARY
5676	8	ŒDAR		X	SECONDARY
5677	5	ŒDAR		X	SECONDARY
5678	5	ŒDAR		X	SECONDARY
5679	3	ŒDAR		X	NON-PROTECTE
5680	8	ŒDAR		Х	SECONDARY
5681	8	ŒDAR		X	SECONDARY
5682	6	ŒDAR		X	SECONDARY
5683	7	ŒDAR .		X	SECONDARY
5684	3	ŒDAR		X	SECONDARY
5685	6	ŒDAR		X	SECONDARY
5686	7	ŒDAR	X		SECONDARY
E007	7	ŒDAR		X	SECONDARY
5687	7	ŒDAR	X		SECONDARY
5688		OEDAR	X		SECONDARY NON-PROTECTE
5688 5689	7	OTDAD.	X		
5688 5689 5690	2	ŒDAR ŒDAR	V		
5688 5689 5690 5691	2	ŒDAR	X		NON-PROTECTE
5688 5689 5690 5691 5692	2 3 8	ŒDAR ŒDAR	X	V	NON-PROTECTE SECONDARY
5688 5689 5690 5691 5692 5693	2 3 8 7	CEDAR CEDAR CEDAR	X	X	NON-PROTECTE: SECONDARY SECONDARY
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5688 5689 5690 5691 5692 5693 5694 5695 5696 5697 5699 5700	2 3 8 7 7 7 6 6 6 2	CEDAR	X	X X X X	NON-PROTECTE SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY NON-PROTECTE SECONDARY
5688 5689 5690 5691 5692 5693 5694 5695 5696 5697 5699 5700 5701	2 3 8 7 7 7 6 6 6 2 7	CEDAR	X	X X X X	NON-PROTECTE SECONDARY
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5688 5689 5690 5691 5692 5693 5694 5695 5696 5697 5699 5700 5701 5702 5703	2 3 8 7 7 7 6 6 2 7 9 7	CEDAR	X	X X X X X X X	NON-PROTECTE SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY NON-PROTECTE SECONDARY SECONDARY SECONDARY SECONDARY SECONDARY
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Know what's below. Call before you dig. (@ least 48 hours prior to digging)

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

PRESERVATION

TREE

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SHEET NO.

09/30/2025

5709	6	ŒDAR	X	SECONDARY
5710	6	ŒDAR	X	SECONDARY
5711	6	ŒDAR	X	SECONDARY
5712	6	ŒDAR	X	SECONDARY
5713	7	ŒDAR	X	SECONDARY
5714	7	ŒDAR	X	SECONDARY
5715	7	ŒDAR	X	SECONDARY
5716	5	CEDAR	X	SECONDARY
5717	5	CEDAR	X	SECONDARY
5718	7	CEDAR	X	SECONDARY
5719	7	CEDAR	X	SECONDARY
5720	3	CEDAR	X	NON-PROTECTED
5721	8	CEDAR	X	SECONDARY
5722	2	CEDAR		NON-PROTECTED NON-PROTECTED
5723 5724	3	CEDAR CEDAR	X	SECONDARY
5725	6	CEDAR	X	SECONDARY
5726	2	CEDAR	X	NON-PROTECTED
5727	4	OEDAR	X	SECONDARY
5728	6	OEDAR	X	SECONDARY
5729	1	OEDAR	X	NON-PROTECTED
5730	8	ŒDAR	X	SECONDARY
5731	4	ŒDAR	X	SECONDARY
5732	8	ŒDAR	X	SECONDARY
5733	6	ŒDAR	Х	SECONDARY
5734	6	ŒDAR	X	SECONDARY
5735	6	ŒDAR	X	SECONDARY
5736	5	ŒDAR	X	SECONDARY
5737	6	ŒDAR	X	SECONDARY
5738	4	ŒDAR	X	SECONDARY
5739	5	ŒDAR	X	SECONDARY
5740	1	ŒDAR	X	NON-PROTECTED
5741	6	ŒDAR	X	SECONDARY
5742	3	ŒDAR	X	NON-PROTECTED
5743	6	ŒDAR	X	SECONDARY
5744	3	ŒDAR	X	NON-PROTECTED
5745	5	ŒDAR	X	SECONDARY
5746	4	CEDAR	X	SECONDARY
5747	5	CEDAR	X	SECONDARY
5748	5	CEDAR	X	SECONDARY
5749	5 4	CEDAR	X	SECONDARY
5750 5751	5	CEDAR CEDAR	X	SECONDARY SECONDARY
5752	4	CEDAR	X	SECONDARY
5753	2	CEDAR	X	NON-PROTECTED
5754	3	CEDAR	X	NON-PROTECTED
5755	2	ŒDAR	X	SECONDARY
5756	5	CEDAR	X	SECONDARY
5757	6	CEDAR	X	SECONDARY
5758	3	ŒDAR	X	NON-PROTECTED
5759	2	ŒDAR	X	NON-PROTECTED
5760	6	ŒDAR	X	SECONDARY
5761	7	ŒDAR	X	SECONDARY
5762	9	ŒDAR	X	SECONDARY
5763	8	ŒDAR	X	SECONDARY
5764	7	ŒDAR	X	SECONDARY
5765	7	ŒDAR	X	SECONDARY
5766	6	ŒDAR	X	SECONDARY
5767	5	ŒDAR	X	SECONDARY
5768	5	ŒDAR	X	SECONDARY
5769	5	ŒDAR	X	SECONDARY
5770	6	ŒDAR	X	SECONDARY
5771	6	CEDAR	X	SECONDARY
5772	5	CEDAR	X	SECONDARY
5773	6	CEDAR	X	SECONDARY
5774	5	CEDAR	X	SECONDARY
5775	5	ŒDAR	X	SECONDARY
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5777	7	CEDAR	X	SECONDARY
5778 5779	8	CEDAR CEDAR	X	SECONDARY SECONDARY
5780	6	CEDAR	X	SECONDARY
5781	2	CEDAR	X	NON-PROTECTED
5782	5	CEDAR	X	SECONDARY
5783	6	CEDAR	X	SECONDARY
5784	8	CEDAR	X	SECONDARY
5785	7	ŒDAR	X	SECONDARY
5786	7	CEDAR	X	SECONDARY
5787	6	ŒDAR	X	SECONDARY
5788	7	ŒDAR	X	SECONDARY
5789	5	ŒDAR	X	SECONDARY
5790	4	ŒDAR	X	SECONDARY
5791	5	CEDAR	X	SECONDARY
5792	5	CEDAR	X	SECONDARY
5793	3	CEDAR	X	NON-PROTECTED
5794	6	CEDAR	X	SECONDARY
5795	7	CEDAR	X	SECONDARY
5796	6	CEDAR	X	SECONDARY
5797	7	CEDAR	X	SECONDARY
5798	6	CEDAR	X	SECONDARY
5799	7	CEDAR	X	SECONDARY
5800	8	CEDAR	X	SECONDARY
5801	7	CEDAR	X	SECONDARY
5802	7	CEDAR	X	SECONDARY
5803	5	CEDAR	X	SECONDARY
5804 5805	6 8	CEDAR CEDAR	X	SECONDARY SECONDARY
5805	7	CEDAR	X	SECONDARY
5807	3	CEDAR	X	NON-PROTECTED
5808	5	CEDAR	X	SECONDARY
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\$\frac{1}{2}\$\$\text{CONDARY}\$         \$\	SECONDARY	5809	6	OEDAR		X	SECONDARY
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SECONDARY         5924         5         CEDAR         X         SECONDARY           SECONDARY         5926         6         CEDAR         X         SECONDARY           SECONDARY         5926         6         CEDAR         X         SECONDARY           SECONDARY         5927         5         CEDAR         X         SECONDARY           SECONDARY         5928         7         CEDAR         X         SECONDARY           SECONDARY         5920         3         CEDAR         X         SECONDARY           SECONDARY         5920         3         CEDAR         X         SECONDARY           SECONDARY         5920         3         CEDAR         X         SECONDARY           SECONDARY         5933         3         CEDAR         X         SECONDARY           SECONDARY         5935         10         CEDAR         X         SECONDARY           SECONDARY         5936         6         CEDAR         X         SECONDARY           SECONDARY         5937         3         CEDAR         X         SECONDARY           SECONDARY         5936         4         CEDAR         X         SECONDARY	ON-PROTECTED			ŒDAR			V-01
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SAMPOTESTED							
SEXDIDARY         5930         7         CEDR         X         SECONDARY           SEZONDARY         5932         3         CEDR         X         SECONDARY           SEZONDARY         5932         3         CEDR         X         NON-PROTECTED           SEZONDARY         5933         3         CEDR         X         NON-PROTECTED           SEZONDARY         5936         10         CEDR         X         SECONDARY           5937         3         CEDR         X         SECONDARY           5937         3         CEDR         X         SECONDARY           5937         3         CEDR         X         SECONDARY           5939         4         CEDR         X         SECONDARY           5939         4         CEDR         X         SECONDARY           5939         4         CEDR         X         SECONDARY           5941         6         CEDR         X         SECONDARY           5941         6         CEDR         X         SECONDARY           5941         6         CEDR         X         SECONDARY           5942         6         CEDR         X         SECON	SECONDARY	5828	7	ŒDAR		X	SECONDARY
SECONDARY         SS31         6         CEDAR         X         SECONDARY           SECONDARY         SS33         3         CEDAR         X         NOALPROTECTED           SECONDARY         SS33         3         CEDAR         X         NOALPROTECTED           SECONDARY         SS35         13         CEDAR         X         SECONDARY           SECONDARY         SS35         10         CEDAR         X         SECONDARY           SECONDARY         SS35         10         CEDAR         X         SECONDARY           SECONDARY         SS36         6         CEDAR         X         SECONDARY           SECONDARY         SS36         7         CEDAR         X         SECONDARY           SECONDARY         SS36         4         CEDAR         X         SECONDARY           SECONDARY         SS41         6         CEDAR         X         SECONDARY           SHA         6         CEDAR         X <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
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### SECONDARY	SECONDARY						
SECONDARY         3839         4         CEDAR         X         SECONDARY           SECONDARY         3841         6         CEDAR         X         SECONDARY           SECONDARY         3841         6         CEDAR         X         SECONDARY           SHATER SECONDARY         3843         6         CEDAR         X         SECONDARY           SHATER SECONDARY         3843         6         CEDAR         X         SECONDARY           SHATER SECONDARY         3844         6         CEDAR         X         SECONDARY           SECONDARY         3846         6         CEDAR         X         SECONDARY           SECONDARY         3846         6         CEDAR         X         SECONDARY           SECONDARY         3846         6         CEDAR         X         SECONDARY           SECONDARY         3849         8         CEDAR         X         SECONDARY           SECONDARY         3851         8         CEDAR         X         SECONDARY           SECONDARY         3851         8         CEDAR         X         SECONDARY           SECONDARY         3856         7         CEDAR         X         SECONDARY     <							
SPECIAL   SECONDARY   SECOND			511	0.00			
SECONDARY							
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SEDONDARY         5943         6         CEDAR         X         SEDONDARY           SEDONDARY         5944         6         CEDAR         X         SEDONDARY           SEDONDARY         5946         6         CEDAR         X         SEDONDARY           SEDONDARY         5947         3         CEDAR         X         SEDONDARY           SEDONDARY         5947         3         CEDAR         X         SEDONDARY           SEDONDARY         5948         6         CEDAR         X         SEDONDARY           SEDONDARY         5950         10         CEDAR         X         SEDONDARY           SEDONDARY         5951         8         CEDAR         X         SEDONDARY           SEDONDARY         5952         8         CEDAR         X         SEDONDARY           SEDONDARY         5952         8         CEDAR         X         SEDONDARY           SEDONDARY         5955         7         CEDAR         X         SEDONDARY           SEDONDARY         5956         5         CEDAR         X         SEDONDARY           SEDONDARY         5957         5         CEDAR         X         SEDONDARY	THE CAPTURES IN THE CAPTURE OF THE C			0.00 0.00			
SEDONDARY         5945         6         CEDAR         X         SECONDARY           SECONDARY         5846         6         CEDAR         X         SECONDARY           SECONDARY         5847         3         CEDAR         X         SECONDARY           58200NDARY         5849         8         CEDAR         X         SECONDARY           5820NDARY         5849         8         CEDAR         X         SECONDARY           5820NDARY         5851         8         CEDAR         X         SECONDARY           5820NDARY         5852         8         CEDAR         X         SECONDARY           5820NDARY         5852         8         CEDAR         X         SECONDARY           5820NDARY         5852         7         CEDAR         X         SECONDARY           5820NDARY         5855         7         CEDAR         X         SECONDARY           5820NDARY         5857         5         CEDAR         X         SECONDARY           5820NDARY         5867         5         CEDAR         X         SECONDARY           5820NDARY         5861         6         CEDAR         X         SECONDARY	SECONDARY						
SEDONDARY         5946         6         CENAR         X         SEDONDARY           SECONDARY         5847         3         CEDAR         X         NON-PROTECTED           SECONDARY         5848         6         CEDAR         X         SECONDARY           SECONDARY         5849         8         CEDAR         X         SECONDARY           SECONDARY         5851         8         CEDAR         X         SECONDARY           SECONDARY         5852         8         CEDAR         X         SECONDARY           SECONDARY         5852         8         CEDAR         X         SECONDARY           SECONDARY         5853         7         CEDAR         X         SECONDARY           SECONDARY         5856         5         CEDAR         X         SECONDARY           SECONDARY         5856         5         CEDAR         X         SECONDARY           SECONDARY         5866         5         CEDAR         X         SECONDARY           SECONDARY         5866         6         CEDAR         X         SECONDARY           SECONDARY         5861         6         CEDAR         X         SECONDARY			_				The state of the s
## SECONDARY   \$848   \$ CEDAR   X NON-PROTECTED   ## SECONDARY   \$849   \$ CEDAR   X SECONDARY   ## SECONDARY   \$849   \$ CEDAR   X SECONDARY   ## SECONDARY   \$850   10 CEDAR   X SECONDARY   ## SECONDARY   \$851   8 CEDAR   X SECONDARY   ## SECONDARY   \$851   8 CEDAR   X SECONDARY   ## SECONDARY   \$852   8 CEDAR   X SECONDARY   ## SECONDARY   \$852   8 CEDAR   X SECONDARY   ## SECONDARY   \$853   7 CEDAR   X SECONDARY   ## SECONDARY   \$854   9 CEDAR   X SECONDARY   ## SECONDARY   \$855   7 CEDAR   X SECONDARY   ## SECONDARY   \$856   5 CEDAR   X SECONDARY   ## SECONDARY   \$856   6 CEDAR   X SECONDARY   ## SECONDARY   \$856   6 CEDAR   X SECONDARY   ## SECONDARY   \$856   6 CEDAR   X SECONDARY   ## SECONDARY   \$861   6 CEDAR   X SECONDARY   ## SECONDARY   \$862   8 CEDAR   X SECONDARY   ## SECONDARY   \$862   8 CEDAR   X SECONDARY   ## SECONDARY   \$863   8 CEDAR   X SECONDARY   ## SECONDARY   \$862   8 CEDAR   X SECONDARY   ## SECONDARY   \$863   8 CEDAR   X SECONDARY   ## SECONDARY   \$864   5 CEDAR   X SECONDARY   ## SECONDARY   \$865   7 CEDAR   X SECONDARY   ## SECONDARY   \$865   7 CEDAR   X SECONDARY   ## SECONDARY   \$866   6 CEDAR   X SECONDARY   ## SECONDARY   \$866   6 CEDAR   X SECONDARY   ## SECONDARY   \$866   6 CEDAR   X SECONDARY   ## SECONDARY   \$867   5 CEDAR   X SECONDARY   ## SECONDARY   \$868   5 CEDAR   X SECONDARY   ## SECONDARY   \$868   5 CEDAR   X SECONDARY   ## SECONDARY   \$867   5 CEDAR   X SECONDARY   ## SECONDARY   \$868   5 CEDAR   X SECONDARY   ## SECONDARY   \$867   1 CEDAR   X SECONDARY   ## SECONDARY   \$868   5 CEDAR   X SECONDARY   ## SECONDARY   \$868   6 CEDAR   X SECONDARY   ## SECONDARY   \$868   6 CEDAR   X SECONDARY   ## SECONDARY   \$8							
SECONDARY   September   September   September   Secondary   September   Sept							
### SECONDARY			_	0.00 0.00			THE RESIDENCE OF THE METER AND A STREET OF THE ACTUAL PROPERTY.
## SECONDARY   \$850			_				
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S855   7			-				
SECONDARY   S856   5							
S858   6	SECONDARY	5856	5	ŒDAR		X	SECONDARY
S859   8	SECONDARY		-	0.01			CO. 190 S. 192 MILES. NO. 1997
### \$500   8   CEDAR   X   SECONDARY   5861   6   CEDAR   X   SECONDARY   5861   6   CEDAR   X   SECONDARY   5862   8   CEDAR   X   SECONDARY   5862   8   CEDAR   X   SECONDARY   5863   8   CEDAR   X   SECONDARY   5863   8   CEDAR   X   SECONDARY   5863   8   CEDAR   X   SECONDARY   5864   5   CEDAR   X   SECONDARY   5865   7   CEDAR   X   SECONDARY   5865   7   CEDAR   X   SECONDARY   5865   7   CEDAR   X   SECONDARY   5866   6   CEDAR   X   SECONDARY   5867   5   CEDAR   X   SECONDARY   5867   5   CEDAR   X   SECONDARY   5867   5   CEDAR   X   SECONDARY   5869   5   CEDAR   X   SECONDARY   5869   5   CEDAR   X   SECONDARY   5860   6   CEDAR   X   SECONDARY   5860   7   CEDAR   X   SECONDARY   5860   8   C	PORT OF A COLUMN THE PARTY OF T						
SECONDARY   S861							
SECONDARY   S862							
## SECONDARY   5864   5		5862	8	ŒDAR		Х	SECONDARY
## SECONDARY   \$865   7	SECONDARY						
## SECONDARY   \$866   6			_				
### SECONDARY   5867   5	AND THE RESERVE OF THE PERSON						
SECONDARY         5868         5         CEDAR         X         SECONDARY           SECONDARY         5869         5         CEDAR         X         SECONDARY           SECONDARY         5870         4         CEDAR         X         SECONDARY           SECONDARY         5871         3         CEDAR         X         SECONDARY           SECONDARY         5873         6         CEDAR         X         SECONDARY           SECONDARY         5874         6         CEDAR         X         SECONDARY           SECONDARY         5876         3         CEDAR         X         NON-PROTECTED           SECONDARY         5876         3         CEDAR         X         NON-PROTECTED           SECONDARY         5878         4         CEDAR         X         NON-PROTECTED           SECONDARY         5878         4         CEDAR         X         NON-PROTECTED           SECONDARY         5878         8         CEDAR         X         SECONDARY           SECONDARY         5881         5         CEDAR         X         SECONDARY           SECONDARY         5882         4         CEDAR         X         SECONDARY	and the second second						
SECONDARY         5869         5         CEDAR         X         SECONDARY           SECONDARY         5870         4         CEDAR         X         SECONDARY           SECONDARY         5871         3         CEDAR         X         NON-FROTECTED           SECONDARY         5873         6         CEDAR         X         SECONDARY           SECONDARY         5874         6         CEDAR         X         SECONDARY           SECONDARY         5875         1         CEDAR         X         NON-FROTECTED           SECONDARY         5876         3         CEDAR         X         NON-FROTECTED           SECONDARY         5877         3         CEDAR         X         NON-FROTECTED           SECONDARY         5878         4         CEDAR         X         SECONDARY           SECONDARY         5879         8         CEDAR         X         SECONDARY           SECONDARY         5881         5         CEDAR         X         SECONDARY           SECONDARY         5882         4         CEDAR         X         SECONDARY           SECONDARY         5884         5         CEDAR         X         SECONDARY							
SECONDARY         5871         3         CEDAR         X         NON-PROTECTED           SECONDARY         5872         7         CEDAR         X         SECONDARY           SECONDARY         5873         6         CEDAR         X         SECONDARY           SECONDARY         5874         6         CEDAR         X         SECONDARY           SECONDARY         5876         3         CEDAR         X         NON-PROTECTED           SECONDARY         5877         3         CEDAR         X         NON-PROTECTED           SECONDARY         5878         4         CEDAR         X         NON-PROTECTED           SECONDARY         5878         4         CEDAR         X         SECONDARY           SECONDARY         5878         8         CEDAR         X         SECONDARY           SECONDARY         5881         5         CEDAR         X         SECONDARY           SECONDARY         5883         5         CEDAR         X         SECONDARY           SECONDARY         5884         5         CEDAR         X         SECONDARY           SECONDARY         5886         8         CEDAR         X         NON-PROTECTED </td <td></td> <td>5869</td> <td>5</td> <td>ŒDAR</td> <td></td> <td>X</td> <td>SECONDARY</td>		5869	5	ŒDAR		X	SECONDARY
SECONDARY   S873	SECONDARY		_				
SECONDARY   S873							
58CONDARY         5874         6         CEDAR         X         SECONDARY           58CONDARY         5875         1         CEDAR         X         NON-PROTECTED           58CONDARY         5876         3         CEDAR         X         NON-PROTECTED           58CONDARY         5877         3         CEDAR         X         NON-PROTECTED           58CONDARY         5878         4         CEDAR         X         SECONDARY           58CONDARY         5879         8         CEDAR         X         SECONDARY           58CONDARY         5880         7         CEDAR         X         SECONDARY           58CONDARY         5881         5         CEDAR         X         SECONDARY           58CONDARY         5882         4         CEDAR         X         SECONDARY           58CONDARY         5884         5         CEDAR         X         SECONDARY           58CONDARY         5886         8         CEDAR         X         SECONDARY           58CONDARY         5886         8         CEDAR         X         NON-PROTECTED           58CONDARY         5888         7         CEDAR         X         NON-PROTECTED </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
\$875 1 CEDAR	2710 744000000 227 227 277 277		_				
SECONDARY         5876         3         CEDAR         X         NON-PROTECTED           SECONDARY         5877         3         CEDAR         X         NON-PROTECTED           SECONDARY         5878         4         CEDAR         X         SECONDARY           SECONDARY         5880         7         CEDAR         X         SECONDARY           SECONDARY         5880         7         CEDAR         X         SECONDARY           SECONDARY         5881         5         CEDAR         X         SECONDARY           SECONDARY         5883         5         CEDAR         X         SECONDARY           SECONDARY         5884         5         CEDAR         X         SECONDARY           SECONDARY         5886         8         CEDAR         X         SECONDARY           SECONDARY         5886         8         CEDAR         X         SECONDARY           SECONDARY         5888         7         CEDAR         X         SECONDARY           SECONDARY         5888         7         CEDAR         X         SECONDARY           SECONDARY         5893         1         CEDAR         X         SECONDARY							
\$200 NDARY   \$878							NON-PROTECTED
\$200 NDARY   \$389   \$ CEDAR   X SECONDARY   \$380   7 CEDAR   X SECONDARY   \$380   5 CEDAR   X SECONDARY   \$380   5 CEDAR   X SECONDARY   \$383   5 CEDAR   X SECONDARY   \$384   5 CEDAR   X SECONDARY   \$384   5 CEDAR   X SECONDARY   \$386   8 CEDAR   X SECONDARY   \$386   8 CEDAR   X SECONDARY   \$386   8 CEDAR   X SECONDARY   \$387   3 CEDAR   X SECONDARY   \$388   7 CEDAR   X SECONDARY   \$389   1 CEDAR   X SECONDARY   \$380   1 CEDAR   X							
SECONDARY         5880         7         CEDAR         X         SECONDARY           SECONDARY         5881         5         CEDAR         X         SECONDARY           SECONDARY         5882         4         CEDAR         X         SECONDARY           SECONDARY         5883         5         CEDAR         X         SECONDARY           SECONDARY         5884         5         CEDAR         X         SECONDARY           SECONDARY         5886         8         CEDAR         X         SECONDARY           SECONDARY         5888         7         CEDAR         X         NON-PROTECTED           SECONDARY         5888         7         CEDAR         X         NON-PROTECTED           SECONDARY         5888         7         CEDAR         X         NON-PROTECTED           SECONDARY         5889         1         CEDAR         X         SECONDARY           SECONDARY         5891         9         CEDAR         X         SECONDARY           SECONDARY         5893         2         CEDAR         X         NON-PROTECTED           SECONDARY         5894         5         CEDAR         X         NON-PROTECTED </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
S881   5	2710 744000000 000 000	100000000000000000000000000000000000000				19.75	
SECONDARY   SECO							
SECONDARY         5883         5         CEDAR         X         SECONDARY           SECONDARY         5884         5         CEDAR         X         SECONDARY           SECONDARY         5885         3         CEDAR         X         NON-PROTECTED           SECONDARY         5886         8         CEDAR         X         NON-PROTECTED           SECONDARY         5887         3         CEDAR         X         NON-PROTECTED           SECONDARY         5888         7         CEDAR         X         SECONDARY           SECONDARY         5889         1         CEDAR         X         SECONDARY           SECONDARY         5891         9         CEDAR         X         SECONDARY           SECONDARY         5892         1         CEDAR         X         NON-PROTECTED           SECONDARY         5893         2         CEDAR         X         NON-PROTECTED           SECONDARY         5896         2         CEDAR         X         NON-PROTECTED           SECONDARY         5896         4         CEDAR         X         SECONDARY           SECONDARY         5898         5         CEDAR         X         SECONDARY		5882	= 1	ŒDAR		X	SECONDARY
## SECONDARY   5885   3							
\$800 NDARY							
SECONDARY   SECO			_			-	
SECONDARY         5888         7         CEDAR         X         SECONDARY           SECONDARY         5889         1         CEDAR         X         NON-PROTECTED           SECONDARY         5890         4         CEDAR         X         SECONDARY           SECONDARY         5891         9         CEDAR         X         SECONDARY           SECONDARY         5892         1         CEDAR         X         NON-PROTECTED           SECONDARY         5893         2         CEDAR         X         NON-PROTECTED           SECONDARY         5894         5         CEDAR         X         NON-PROTECTED           SECONDARY         5895         2         CEDAR         X         NON-PROTECTED           SECONDARY         5896         4         CEDAR         X         SECONDARY           SECONDARY         5898         5         CEDAR         X         SECONDARY           SECONDARY         5899         7         CEDAR         X         SECONDARY           SECONDARY         5953         3         CEDAR         X         NON-PROTECTED           SECONDARY         5953         3         CEDAR         X         NON-PROTECTED <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>NON-PROTECTED</td>							NON-PROTECTED
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5893   2   CEDAR   X   NON-PROTECTED							
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5895   2							
SECONDARY         5896         4         CEDAR         X         SECONDARY           SECONDARY         5897         7         CEDAR         X         SECONDARY           SECONDARY         5898         5         CEDAR         X         SECONDARY           SECONDARY         5899         7         CEDAR         X         SECONDARY           SECONDARY         5953         3         CEDAR         X         SECONDARY           SECONDARY         5954         6         CEDAR         X         SECONDARY           SECONDARY         5955         8         CEDAR         X         SECONDARY           SECONDARY         5956         3         CEDAR         X         NON-PROTECTED           SECONDARY         5958         6         CEDAR         X         SECONDARY           SECONDARY         5958         6         CEDAR         X         SECONDARY           SECONDARY         5958         6         CEDAR         X         SECONDARY           SECONDARY         5959         3         CEDAR         X         NON-PROTECTED           DN-PROTECTED         7         CEDAR         X         NON-PROTECTED			2	ŒDAR		Χ	NON-PROTECTED
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5953   3					100.00		
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SECONDARY         5955         8         CEDAR         X         SECONDARY           SECONDARY         5956         3         CEDAR         X         NON-PROTECTED           SECONDARY         5957         4         CEDAR         X         SECONDARY           SECONDARY         5958         6         CEDAR         X         SECONDARY           DN-PROTECTED         5959         3         CEDAR         X         NON-PROTECTED						NO. NO.	A COLORED DE CONTROL D
5957	NO DE GOVERNO DE LOS DE LA CONTRACTOR DE CON						
5958   6	SECONDARY					100 000	NON-PROTECTED
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309	6	ŒDAR		X	SECONDARY		5961	6	ŒDAR		X	SECONDARY
310 311	6 7	OEDAR OEDAR		X	SECONDARY SECONDARY		5962 5963	4 6	OEDAR OEDAR	X	X	SECONDARY SECONDARY
312	8	OEDAR		X	SECONDARY		5964	6	ŒDAR ŒDAR		X	SECONDARY
313	5	ŒDAR		X	SECONDARY		5965	4	ŒDAR		X	SECONDARY
314	4	ŒDAR		Х	SECONDARY		5966	5	ŒDAR		X	SECONDARY
15	8	ŒDAR		X	SECONDARY		5967	3	ŒDAR .		X	NON-PROTECTED
316 317	7	OEDAR OEDAR		X	SECONDARY SECONDARY	-	5968 5969	3 6	OEDAR OEDAR		X	NON-PROTECTED SECONDARY
18	4	ŒDAR		X	SECONDARY		5970	6	OEDAR		X	SECONDARY
19	6	ŒDAR		X	SECONDARY		5971	6	ŒDAR		X	SECONDARY
20	6	ŒDAR		Х	SECONDARY		5972	6	ŒDAR		X	SECONDARY
21	5	ŒDAR		X	SECONDARY		5973	4	ŒDAR		X	SECONDARY
22 23	6	OEDAR OEDAR		X	SECONDARY SECONDARY	-	5974 5975	3	ŒDAR ŒDAR		X	SECONDARY  NON-PROTECTED
24	5	ŒDAR		X	SECONDARY		5976	3	OEDAR		X	NON-PROTECTED
25	6	ŒDAR		X	SECONDARY		5977	4	ŒDAR.		X	SECONDARY
26	6	ŒDAR		X	SECONDARY		5978	2	ŒDAR		X	NON-PROTECTED
27	5	ŒDAR		X	SECONDARY		5979	5	ŒDAR ŒDAR		X	SECONDARY
28 29	7	OEDAR OEDAR		X	SECONDARY NON-PROTECTED		5980 5981	2 5	OEDAR OEDAR		X	NON-PROTECTED SECONDARY
30	7	ŒDAR		X	SECONDARY	-	5982	2	ŒDAR		X	NON-PROTECTED
31	6	ŒDAR		Х	SECONDARY		5983	6	ŒDAR		X	SECONDARY
32	3	ŒDAR		X	NON-PROTECTED		5984	4	ŒDAR		Х	SECONDARY
33	3	ŒDAR ŒDAR	V	Х	NON-PROTECTED		5985	3	ŒDAR ŒDAR		X	NON-PROTECTED
34 35	13 10	OEDAR OEDAR	X		SECONDARY SECONDARY	-	5986 5987	7	OEDAR OEDAR		X	SECONDARY SECONDARY
36	6	ŒDAR		X	SECONDARY	-	5988	5	ŒDAR		X	SECONDARY
37	3	ŒDAR		Х	NON-PROTECTED		5989	7	ŒDAR		X	SECONDARY
38	7	ŒDAR		Х	SECONDARY		5990	12	ŒDAR	X		SECONDARY
39	4	ŒDAR		X	SECONDARY		5991 5000	8	ŒDAR	X	V	SECONDARY SECONDARY
40 41	5 6	ŒDAR ŒDAR		X	SECONDARY SECONDARY		5992 5993	12 7	OEDAR OEDAR		X	SECONDARY SECONDARY
42	8	ŒDAR		X	SECONDARY		5994	7	ŒDAR		X	SECONDARY
43	6	ŒDAR		Х	SECONDARY		5995	8	ŒDAR		X	SECONDARY
14	6	ŒDAR		X	SECONDARY		5996	3	ŒDAR		Х	NON-PROTECTED
45 46	6	OEDAR OEDAR		X	SECONDARY		5997	13	ŒDAR		X	SECONDARY
46 47	3	ŒDAR ŒDAR		X	SECONDARY  NON-PROTECTED		5998 5999	13 6	ŒDAR ŒDAR	X	X	SECONDARY SECONDARY
48	6	ŒDAR		X	SECONDARY		6000	7	ŒDAR		X	SECONDARY
49	8	ŒDAR		Х	SECONDARY		6001	11	ŒDAR		X	SECONDARY
50	10	ŒDAR		X	SECONDARY		6002	10	ŒDAR		X	SECONDARY
51	8	OEDAR OEDAR		X	SECONDARY		6003	8	ŒDAR ŒDAR		X	SECONDARY
52 53	8 7	OEDAR		X	SECONDARY SECONDARY	-	6004 6005	8 12	ŒDAR ŒDAR		X	SECONDARY SECONDARY
54	9	ŒDAR		X	SECONDARY		6006	6	ŒDAR.		X	SECONDARY
55	7	ŒDAR		X	SECONDARY		6007	2	ŒDAR	X		NON-PROTECTED
56	5	ŒDAR		X	SECONDARY		6008	1	ŒDAR	X		NON-PROTECTED
57	5	ŒDAR ŒDAR		X	SECONDARY		6009	2	ŒDAR ŒDAR	X	V	NON-PROTECTED
58 59	6 8	ŒDAR ŒDAR		X	SECONDARY SECONDARY	-	6010 6011	5 2	ŒDAR ŒDAR		X	SECONDARY  NON-PROTECTED
60	8	ŒDAR		X	SECONDARY	-	6012	6	ŒDAR		X	SECONDARY
61	6	ŒDAR		Х	SECONDARY		6013	2	ŒDAR		Χ	NON-PROTECTED
62	8	ŒDAR		X	SECONDARY		6014	2	ŒDAR		X	NON-PROTECTED
63 64	<u>8</u> 5	OEDAR OEDAR		X	SECONDARY SECONDARY		6015 6016	1	ŒDAR ŒDAR	X	X	NON-PROTECTED  NON-PROTECTED
65	7	OEDAR		X	SECONDARY	-	6017	2 1	OEDAR	X	Λ	NON-PROTECTED
66	6	ŒDAR		X	SECONDARY		6018	2	ŒDAR		Χ	NON-PROTECTED
67	5	ŒDAR		Х	SECONDARY		6019	2	ŒDAR	X		NON-PROTECTED
68	5	ŒDAR ŒDAR		X	SECONDARY		6020	1	ŒDAR	X		NON-PROTECTED
69 70	5 4	ŒDAR ŒDAR		X	SECONDARY SECONDARY	-	6021	10 10	ŒDAR ŒDAR		X	SECONDARY SECONDARY
71	3	ŒDAR		X	NON-PROTECTED	-	6023	9	ŒDAR ŒDAR		X	SECONDARY
72	7	ŒDAR		X	SECONDARY		6024	12	ŒDAR		X	SECONDARY
73	6	ŒDAR		Х	SECONDARY		6025	11	ŒDAR		Χ	SECONDARY
74	6	ŒDAR ŒDAR		X	SECONDARY		6026	10	ŒDAR ŒDAR		X	SECONDARY
75 76	3	ŒDAR ŒDAR		X	NON-PROTECTED  NON-PROTECTED	-	6027	10	ŒDAR		X	SECONDARY
77	3	OEDAR		X	NON-PROTECTED		6028 6029	6 11	ŒDAR ŒDAR		X	SECONDARY SECONDARY
78	4	ŒDAR		X	SECONDARY		6030	6	ŒDAR		X	SECONDARY
79	8	ŒDAR		Х	SECONDARY		6031	6	ŒDAR		Х	SECONDARY
30	7	ŒDAR ŒDAR		X	SECONDARY		6032	6	ŒDAR ŒDAR		X	SECONDARY
31 32	5 4	ŒDAR ŒDAR		X	SECONDARY SECONDARY		6033 6034	6 9	ŒDAR ŒDAR		X	SECONDARY SECONDARY
83	5	OEDAR		X	SECONDARY		6035	9	OEDAR OEDAR		X	SECONDARY
34	5	ŒDAR		X	SECONDARY		6036	8	ŒDAR		X	SECONDARY
35	3	ŒDAR		Х	NON-PROTECTED		6037	5	ŒDAR		X	SECONDARY
36	8	ŒDAR ŒDAR		X	SECONDARY		6038	3	ŒDAR ŒDAR		X	NON-PROTECTED
37 38	7	ŒDAR ŒDAR	X	X	NON-PROTECTED SECONDARY	-	6039 6040	7	ŒDAR ŒDAR		X	SECONDARY
39	1	OEDAR	^	Х	NON-PROTECTED		6041	7	OEDAR OEDAR		X	SECONDARY SECONDARY
90	4	ŒDAR		X	SECONDARY	-	6042	7	ŒDAR		X	SECONDARY
91	9	ŒDAR		Х	SECONDARY		6043	4	ŒDAR		X	SECONDARY
92	1	ŒDAR		X	NON-PROTECTED		6044	3	ŒDAR		X	NON-PROTECTED
93	5	ŒDAR ŒDAR		X	NON-PROTECTED SECONDARY		6045 6046	4	OEDAR OEDAR		X	SECONDARY SECONDARY
95	2	ŒDAR		X	NON-PROTECTED	-	6047	8	ŒDAR ŒDAR	X	^	SECONDARY
96	4	ŒDAR		X	SECONDARY	-	6048	6	ŒDAR	e.e.	Х	SECONDARY
97	7	ŒDAR	Χ		SECONDARY		6049	7	ŒDAR	Χ		SECONDARY
98	5	ŒDAR ŒDAR	X		SECONDARY		6050	1	ŒDAR	Х		NON-PROTECTED
99	7 11	ŒDAR ŒDAR	X		SECONDARY SECONDARY		6051 6052	2 6	ŒDAR ŒDAR	X	X	NON-PROTECTED SECONDARY
53	3	OEDAR	^	X	NON-PROTECTED		6053	5	OEDAR OEDAR	X		SECONDARY
54	6	ŒDAR		X	SECONDARY		6054	3	ŒDAR	X		NON-PROTECTED
55	8	ŒDAR		X	SECONDARY		6055	2	ŒDAR	X		NON-PROTECTED
56	3	ŒDAR ŒDAR		X	NON-PROTECTED		6056	2	ŒDAR	X		NON-PROTECTED
57 58	6	ŒDAR ŒDAR		X	SECONDARY SECONDARY	-	6057 6058	2	ŒDAR ŒDAR	X	Х	NON-PROTECTED SECONDARY
ا ت		OEDAR		X	NON-PROTECTED		6059	3	OEDAR OEDAR	X	^	NON-PROTECTED
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19 00 19 19 19 17		
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<b>ECONDARY</b>	6097	
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6061	2	ŒDAR	Χ		NON-PROTECTED
6062	6	ŒDAR OTDAR		X	SECONDARY
6063	2 1	OEDAR OEDAR		X	NON-PROTECTED
6065	1	OEDAR		X	NON-PROTECTED
6066	2	ŒDAR		X	NON-PROTECTED
6067	4	ŒDAR		X	SECONDARY
6068	3	ŒDAR		X	NON-PROTECTED
6069	1	ŒDAR		Х	NON-PROTECTED
6070	3	ŒDAR		X	NON-PROTECTED
6071	3	ŒDAR		X	NON-PROTECTED
6072	3	ŒDAR		X	NON-PROTECTED
6073	2	ŒDAR		X	NON-PROTECTED
6074	3	ŒDAR .		X	NON-PROTECTED
6075	2	ŒDAR ŒDAR		X	NON-PROTECTED
6076	2	OEDAR OEDAR		X	NON-PROTECTED
6078	4	OEDAR		X	SECONDARY
6079	4	OFDAR		X	SECONDARY
6080	6	ŒDAR		X	SECONDARY
6081	6	ŒDAR		X	SECONDARY
6082	44	ŒDAR		X	SECONDARY
6083	4	ŒDAR		X	SECONDARY
6084	6	ŒDAR		X	SECONDARY
6085	4	ŒDAR		X	SECONDARY
6086	4	ŒDAR		X	SECONDARY
6087	4	ŒDAR		X	SECONDARY
6088	6	ŒDAR ŒDAR		X	SECONDARY
6089	6	ŒDAR ŒDAR		X	SECONDARY
6090	4	CEDAR CEDAR		X	SECONDARY
6091	6 4	CEDAR CEDAR		X	SECONDARY SECONDARY
6092	4	OEDAR OEDAR		X	SECONDARY
6094	4	OEDAR		X	SECONDARY
6095	6	ŒDAR		X	SECONDARY
6096	4	ŒDAR		X	SECONDARY
6097	5	ŒDAR		X	SECONDARY
6098	8	ŒDAR		X	SECONDARY
6099	4	ŒDAR		X	SECONDARY
6100	4	ŒDAR		X	SECONDARY
6101	8	ŒDAR		X	SECONDARY
6102	4	ŒDAR		X	SECONDARY
6103	6	ŒDAR		X	SECONDARY
6104	6	ŒDAR		X	SECONDARY
6105	6	ŒDAR		X	SECONDARY
6106	3	ŒDAR .		X	NON-PROTECTED
6107 6108	3 5	CEDAR CEDAR		X	NON-PROTECTED SECONDARY
6109	4	ŒDAR ŒDAR		X	SECONDARY
6110	4	ŒDAR		X	SECONDARY
6111	4	ŒDAR		X	SECONDARY
6112	4	ŒDAR		X	SECONDARY
6113	3	ŒDAR		X	NON-PROTECTED
6114	3	ŒDAR		X	NON-PROTECTED
6115	4	ŒDAR		X	SECONDARY
6116	3	ŒDAR		X	NON-PROTECTED
6117	3	ŒDAR		X	NON-PROTECTED
6118	4	ŒDAR		X	SECONDARY
6119	6	ŒDAR		X	SECONDARY
6120	6	ŒDAR		X	SECONDARY
6121	6	ŒDAR		X	SECONDARY
6122	8	ŒDAR .		X	SECONDARY
6123	8	ŒDAR .		X	SECONDARY
6124	6	CEDAR CEDAR		X	SECONDARY
6125	6	CEDAR CEDAR		X	SECONDARY SECONDARY
6126 6127	6	OEDAR PEAR		X	PRIMARY
6128	6	OEDAR		X	SECONDARY
6129	8	ŒDAR ŒDAR		X	SECONDARY
6130	8	ŒDAR		X	SECONDARY
6131	8	ŒDAR		X	SECONDARY
6132	8	ŒDAR		X	SECONDARY
6133	3	ŒDAR		X	NON-PROTECTED
6134	4	ŒDAR		Χ	SECONDARY
6135	4	ŒDAR		X	SECONDARY
6136	3	ŒDAR		Χ	NON-PROTECTED
6137	2	ŒDAR		X	NON-PROTECTED
6138	3	ŒDAR OTDAR		X	NON-PROTECTED
6139	7	ŒDAR .		X	SECONDARY
6140	7	CEDAR		X	SECONDARY
6141 6142	3 6	OEDAR OEDAR		X	NON-PROTECTED SECONDARY
6143	4	CEDAR		X	SECONDARY
6144	3	CEDAR		X	NON-PROTECTED
6145	2	ŒDAR		X	NON-PROTECTED
6146	8	ŒDAR		X	SECONDARY
6147	8	ŒDAR		X	SECONDARY
6148	8	ŒDAR		X	SECONDARY
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6150	8	ŒDAR		Χ	SECONDARY
6151	6	ŒDAR		X	SECONDARY
6152	8	ŒDAR		Х	SECONDARY
6153	4	ŒDAR		X	SECONDARY
6154	5	ŒDAR		Χ	SECONDARY
6155	6	ŒDAR		Χ	SECONDARY
6156	6	ŒDAR		X	SECONDARY
6157	6	CEDAR CEDAR		X	SECONDARY
6158	5	ŒDAR ŒDAR		X	SECONDARY
6159	7	ŒDAR		X	SECONDARY
6160	7	OFDAR		X	SECONDARY

6160 7 CEDAR X SECONDARY

6161 6162	7	OEDAR OEDAR	X	SECONDARY NON-PROTECTED
6163	7	QEDAR	X	SECONDARY
6164	7	ŒDAR	X	SECONDARY
6165	7	ŒDAR	X	SECONDARY
6166	5	ŒDAR .	X	SECONDARY
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6169	6	QEDAR	X	SECONDARY
6170	6	ŒDAR	X	SECONDARY
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6173	3	ŒDAR	X	NON-PROTECTED
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6180	4	ŒDAR	X	NON-PROTECTED
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6182 6183	7	OEDAR OEDAR	X	NON-PROTECTED SECONDARY
6184	7	ŒDAR	X	SECONDARY
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6190 6191	6 7	CEDAR CEDAR	X	SECONDARY SECONDARY
6191	7	OEDAR DEDAR	X	SECONDARY SECONDARY
6193	5	ŒDAR	X	SECONDARY
6194	5	ŒDAR	X	SECONDARY
6195	5	ŒDAR	Х	SECONDARY
6196	2	ŒDAR	X	NON-PROTECTED
6197	8	CEDAR CEDAR	X	SECONDARY
6198 6199	6 8	OEDAR OEDAR	X	SECONDARY SECONDARY
6200	8	CEDAR CEDAR	X	SECONDARY
6201	5	ŒDAR	X	SECONDARY
6202	5	ŒDAR	X	SECONDARY
6203	8	ŒDAR	Х	SECONDARY
6204	8	ŒDAR .	X	SECONDARY
6205	5	ŒDAR CEDAR	X	SECONDARY
6206 6207	6 13	OEDAR OEDAR	X	SECONDARY SECONDARY
6208	6	ŒDAR	X	SECONDARY
6209	6	ŒDAR	X	SECONDARY
6210	5	ŒDAR	X	SECONDARY
6211	5	ŒDAR	X	SECONDARY
6212	7	ŒDAR .	X	SECONDARY
6213 6214	6	OEDAR OEDAR	X	SECONDARY SECONDARY
6215	6	CEDAR	X	SECONDARY
6216	3	ŒDAR	X	NON-PROTECTED
6217	7	ŒDAR	X	SECONDARY
6218	6	ŒDAR	X	SECONDARY
6219	6	ŒDAR CEDAR	X	SECONDARY
6220 6221	6 5	OEDAR OEDAR	X	SECONDARY SECONDARY
6222	5	ŒDAR	X	SECONDARY
6223	6	ŒDAR	X	SECONDARY
6224	7	ŒDAR	X	SECONDARY
6225	5	ŒDAR	X	SECONDARY
6226	5	ŒDAR CEDAR	X	SECONDARY SECONDARY
6227 6228	6 8	OEDAR OEDAR	X	SECONDARY SECONDARY
6228	6	CEDAR	X	SECONDARY SECONDARY
6230	2	ŒDAR	X	NON-PROTECTED
6231	6	ŒDAR	Х	SECONDARY
6232	4	ŒDAR	Х	SECONDARY
6233	10	ŒDAR CEDAR	X	SECONDARY
6234	7	OEDAR OEDAR	X	SECONDARY SECONDARY
6235 6236	6 8	OEDAR OEDAR	X	SECONDARY SECONDARY
6237	6	CEDAR	X	SECONDARY
6238	6	ŒDAR	X	SECONDARY
6239	8	ŒDAR	X	SECONDARY
6240	8	ŒDAR	X	SECONDARY
6241	8	CEDAR CEDAR	X	SECONDARY SECONDARY
6242 6243	6	OEDAR OEDAR	X	SECONDARY SECONDARY
6243	6	CEDAR CEDAR	X	SECONDARY
6245	8	ŒDAR	X	SECONDARY
6246	4	ŒDAR	X	SECONDARY
6247	8	ŒDAR	Х	SECONDARY
6248	4	ŒDAR ŒDAR	X	SECONDARY
6249 6250	<u>4</u>	CEDAR CEDAR	X	SECONDARY SECONDARY
6250	6	OEDAR OEDAR	X	SECONDARY SECONDARY
6252	6	ŒDAR	X	SECONDARY
6253	8	ŒDAR	X	SECONDARY
6254	8	ŒDAR	Х	SECONDARY
6255	4	ŒDAR	Х	SECONDARY
6256	2	ŒDAR CEDAR	X	NON-PROTECTED
6257	6	ŒDAR CODAR	X	SECONDARY SECONDARY
	6	1 1		
6258 6259	6 4	OEDAR OEDAR	X	SECONDARY

6261 6262				
	6	ŒDAR	X	SECONDARY
	4	ŒDAR	X	SECONDARY
6265	4	CEDAR	X	SECONDARY
6266	6	ŒDAR .	X	SECONDARY
6267	6	ŒDAR	X	SECONDARY
6268	8	ŒDAR .	X	SECONDARY
6269	8	OEDAR .	X	SECONDARY
6270	6	ŒDAR	X	SECONDARY
6271	6	ŒDAR	X	SECONDARY
6272	8	OEDAR .	X	SECONDARY
6273	8	ŒDAR	X	SECONDARY
6274	8	ŒDAR	Х	SECONDARY
6275	8	ŒDAR	X	SECONDARY
6276	8	ŒDAR	X	SECONDARY
6277	8	ŒDAR	X	SECONDARY
6278	8	OEDAR	X	SECONDARY
6279	6	ŒDAR	X	SECONDARY
6280	6	ŒDAR	X	SECONDARY
6281	6	ŒDAR	X	SECONDARY
6282	6	ŒDAR	X	SECONDARY
6283	6	ŒDAR	X	SECONDARY
6284	6	ŒDAR	X	SECONDARY
6285	6	ŒDAR	X	SECONDARY
6286	6	ŒDAR	X	SECONDARY
6287	6	ŒDAR	X	SECONDARY
6288	8	ŒDAR	X	SECONDARY
6289	6	ŒDAR	X	SECONDARY
6290	8	ŒDAR	Х	SECONDARY
6291	6	ŒDAR	Х	SECONDARY
6292	4	ŒDAR	X	SECONDARY
6293	6	ŒDAR	X	SECONDARY
6294	6	ŒDAR	X	SECONDARY
6295	6	ŒDAR	X	SECONDARY
6296	6	ŒDAR	X	SECONDARY
6297	6	CEDAR	X	SECONDARY
6298	8	CEDAR	X	SECONDARY
6299	8	CEDAR	X	SECONDARY
6300	6	OEDAR	X	SECONDARY
6301	6	ŒDAR	X	SECONDARY
6302	8	CEDAR	X	SECONDARY
6303	6	CEDAR	X	SECONDARY
6304	100	CEDAR	X	SECONDARY
6305	6		X	
	6	ŒDAR CEDAR	X	SECONDARY SECONDARY
6306	6	ŒDAR CEDAR		
6307	6	CEDAR	X	SECONDARY
6308	6	ŒDAR .	Х	SECONDARY
6309	6	ŒDAR .	X	SECONDARY
6310	6	CEDAR	X	SECONDARY
6311	8	ŒDAR	Х	SECONDARY
6312	6	ŒDAR	X	SECONDARY
6313	6	ŒDAR	X	SECONDARY
6314	6	OEDAR	X	SECONDARY
6315	4	ŒDAR	X	SECONDARY
6316	4	ŒDAR	X	SECONDARY
6317	4	OEDAR	X	SECONDARY
6318	4	ŒDAR	X	SECONDARY
6319	2	ŒDAR	X	NON-PROTECTED
6320	6	ŒDAR	X	SECONDARY
6321	6	ŒDAR	X	SECONDARY
6322	8	ŒDAR	X	SECONDARY
6323	10	ŒDAR	X	SECONDARY
6324	6	ŒDAR	X	SECONDARY
6325	6	ŒDAR	X	CECONIDADM
6326	6	ŒDAR	Х	SECONDARY
6327	4	OFF AF	/\	SECONDARY
	-	OEDAR	X	
6328	6	CEDAR		SECONDARY
	6		X	SECONDARY SECONDARY
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6328 6329 6330 6331 6332 6333 6334 6335 6336 6337 6338 6339 6340 6341	6 6 6 6 6 6 6 10 8 8 6	CEDAR	X X X X X X X X X X X X X	SECONDARY
6328 6329 6330 6331 6332 6333 6334 6335 6336 6337 6338 6339 6340 6341 6342	6 6 6 6 6 6 10 8 8 6 6	CEDAR	X X X X X X X X X X X X X X X X X X X	SECONDARY
6328 6329 6330 6331 6332 6333 6334 6335 6336 6337 6338 6339 6340 6341 6342 6343	6 6 6 6 6 6 6 10 8 8 6 6	CEDAR	X X X X X X X X X X X X X X X X X X X	SECONDARY
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6328 6329 6330 6331 6332 6333 6334 6335 6336 6337 6338 6339 6340 6341 6342 6343 6344 6345 6346 6347 6348 6349 6350 6351 6352 6353 6355 6356	6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	CEDAR	X X X X X X X X X X X X X X X X X X X	SECONDARY
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CLEAR   X	ŒDAR	X	SECONDARY		6364	4	OEDAR.		X	SECONDARY
GERR	ŒDAR	X	SECONDARY		6365	4	ŒDAR		X	SECONDARY
CEPR	ŒDAR	Х	SECONDARY		6366	4	ŒDAR.		X	SECONDARY
GENA	ŒDAR	X	SECONDARY		6367	6	ŒDAR.		X	SECONDARY
CLUMR	ŒDAR	X	SECONDARY		6368	8	ŒDAR		X	SECONDARY
GEPR	ŒDAR	X	SECONDARY		6369	6	ŒDAR		Х	SECONDARY
CEDAR	ŒDAR	X	SECONDARY		6370	6	ŒDAR		X	SECONDARY
GENR	ŒDAR	X	SECONDARY		6371	4	ŒDAR		Х	SECONDARY
GEPR	ŒDAR	X	SECONDARY		6372	6	ŒDAR.		Х	SECONDARY
GEDWR	ŒDAR	Х	SECONDARY		6373	6	OEDAR.		X	SECONDARY
GEDWA	ŒDAR	X	SECONDARY		6374	6	ŒDAR		X	SECONDARY
GENR	ŒDAR	X	SECONDARY		6375	6	ŒDAR		X	SECONDARY
CED-R	ŒDAR	X	SECONDARY		6376	6	ŒDAR		X	SECONDARY
CEDAR	ŒDAR	Х	SECONDARY		6377	4	ŒDAR		X	SECONDARY
CEDNR	ŒDAR	Х	SECONDARY		6378	4	ŒDAR		Х	SECONDARY
CEDYR	ŒDAR	X	SECONDARY		6379	8	ŒDAR.		Х	SECONDARY
GENR	ŒDAR	X	SECONDARY		6380	8	OEDAR.		Х	SECONDARY
GEDNR	ŒDAR	Х	SECONDARY		6381	8	ŒDAR		X	SECONDARY
GDUR	ŒDAR	Х	SECONDARY		6382	8	ŒDAR.		Х	SECONDARY
GENR	ŒDAR		SECONDARY		6383	4	ŒDAR		X	SECONDARY
CEDNR	ŒDAR	X	SECONDARY		6384	6	ŒDAR		Х	SECONDARY
GENR	ŒDAR	Х	SECONDARY		6385	6	ŒDAR		X	SECONDARY
GEDWR	ŒDAR	Х	SECONDARY		6386	6	ŒDAR		X	SECONDARY
GEDWR	ŒDAR	X	SECONDARY		6387	6	ŒDAR		X	SECONDARY
GENR	ŒDAR		SECONDARY			4	ŒDAR		Х	SECONDARY
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GEDAR         X         SECONDARY         6418         6         CEDAR         X         SECONDARY           GEDAR         X         NON-PROTECTED         6420         4         CEDAR         X         SECONDARY           GEDAR         X         NON-PROTECTED         6420         4         CEDAR         X         SECONDARY           GEDAR         X         SECONDARY         6421         4         CEDAR         X         SECONDARY           GEDAR         X         SECONDARY         6423         8         CEDAR         X         SECONDARY           GEDAR         X         SECONDARY         6423         8         CEDAR         X         SECONDARY           GEDAR         X         SECONDARY         6426         8         CEDAR         X         SECONDARY           GEDAR         X         SECONDARY         6427         5         CEDAR         X         SECONDARY           GEDAR         X         SECONDARY         6426         8         CEDAR         X         SECONDARY           GEDAR         X         SECONDARY         6430         6         CEDAR         X         SECONDARY           GEDAR         X			SECONDARY							
GEDAR	ŒDAR		SECONDARY						- 11	
GEDAR	ŒDAR		SECONDARY							
GEDAR	ŒDAR		SECONDARY		6419	4	ŒDAR.			SECONDARY
GEDAR	ŒDAR		NON-PROTECTED		6420	4	OEDAR.			SECONDARY
CEDAR	ŒDAR	X	SECONDARY		6421	4	ŒDAR			SECONDARY
CEDAR         X         SECONDARY           CEDAR         X         SECONDARY <td< td=""><td>ŒDAR</td><td>X</td><td>SECONDARY</td><td></td><td>6422</td><td>6</td><td>ŒDAR.</td><td></td><td></td><td>SECONDARY</td></td<>	ŒDAR	X	SECONDARY		6422	6	ŒDAR.			SECONDARY
GEDAR         X         SECONDARY         6425         8         CEDAR         X         SECONDARY         6426         8         CEDAR         X         SECONDARY         6426         8         CEDAR         X         SECONDARY         6427         5         CEDAR         X         SECONDARY         6427         5         CEDAR         X         SECONDARY         6428         8         CEDAR         X         SECONDARY         6430         6         CEDAR         X         SECONDARY         6431         8         CEDAR         X         SECONDARY         6431         8         CEDAR         X         SECONDARY         6432         6         CEDAR         X         SECONDARY         6433         6         CEDAR         X         SECONDARY         6433         6         CEDAR         X         SECONDARY         6433         6         CEDAR         X         SECONDARY         6436         6         CEDAR         X         S	ŒDAR	X	SECONDARY		6423	8	CEDAR			SECONDARY
GEDAR         X         SECONDARY           GEDAR         X         SECONDARY <td< td=""><td>ŒDAR</td><td>X</td><td>SECONDARY</td><td></td><td>6424</td><td>8</td><td>ŒDAR</td><td></td><td>X</td><td>SECONDARY</td></td<>	ŒDAR	X	SECONDARY		6424	8	ŒDAR		X	SECONDARY
CEDAR         X         SECONDARY         6427         5         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6428         8         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6430         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6431         8         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6432         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6436         6         CEDAR         X         SECONDARY           CEDAR         X         S	ŒDAR	X	SECONDARY		6425	8	ŒDAR.			SECONDARY
CEDAR	ŒDAR		SECONDARY		6426		CEDAR			SECONDARY
CEDAR         X         SECONDARY         6430         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6431         8         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6432         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6433         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6434         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6436         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6436         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6436         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6438         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6439         6         CEDAR         X         SECONDARY           CEDAR         X         S	ŒDAR	Х	SECONDARY		6427	5	ŒDAR		Х	SECONDARY
CEDAR         X         SECONDARY           CEDAR         X         SECONDARY <td< td=""><td>OEDAR</td><td></td><td>SECONDARY</td><td></td><td>6428</td><td>8</td><td>ŒDAR</td><td></td><td></td><td>SECONDARY</td></td<>	OEDAR		SECONDARY		6428	8	ŒDAR			SECONDARY
CEDAR         X         SECONDARY         6432         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6433         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6434         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6436         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6436         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6436         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6437         10         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6438         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6440         6         CEDAR         X         SECONDARY           CEDAR         X         SECONDARY         6443         6         CEDAR         X         SECONDARY           CEDAR         X	OEDAR		SECONDARY		and the form					SECONDARY
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Know what's below. Call before you dig. (@ least 48 hours prior to digging)

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

ESERVATION

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Permit Purposes. They were prepared by, or under the supervision of: Drew J. Dubocq L.A.#3141 09/30/2025

SHEET NO.

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6480	6	CEDAR	X	SECONDARY
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6482	6	CEDAR	X	SECONDARY
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6773	4	CEDAR	X		SECONDARY
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6778	6	CEDAR	X		SECONDARY
6779	6	CEDAR	X		SECONDARY
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6781	6	CEDAR	X		SECONDARY
6782	6	ŒDAR	X		SECONDARY
6783	6	CEDAR.	X		SECONDARY
6784	6	CEDAR.	X		SECONDARY
6785	6	CEDAR	X		SECONDARY
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6795	6	ŒDAR	X		SECONDARY
6796	6	ŒDAR	X		SECONDARY
6797	8	ŒDAR	Χ		SECONDARY
6798	6	CEDAR.	X		SECONDARY
6799	6	ŒDAR	X		SECONDARY
6800	6	ŒDAR	X		SECONDARY
6801	6	CEDAR.	X		SECONDARY
6802	6	ŒDAR	X		SECONDARY
6803	6	CEDAR.		Х	SECONDARY
6804	6	CEDAR.		X	SECONDARY
6805	5	₽W		X	SECONDARY
6806	6	ВM	Х		SECONDARY
6807	6	CEDAR		X	SECONDARY
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6809	6	CEDAR		Х	SECONDARY
6810	8	ŒDAR.		Х	SECONDARY
6811	5	ŒDAR		X	SECONDARY
6812	6	ŒDAR		Х	SECONDARY
6814	8	ŒDAR		Х	SECONDARY
6816	8	ŒDAR		Х	SECONDARY
6817	6	ШM	X		SECONDARY
6818	3	ŒDAR	X		SECONDARY
6819	4	ŒDAR	X		SECONDARY
6820	8	₽M	X		SECONDARY
6821	4	ŒDAR		Х	SECONDARY
6822	4	ŒDAR	X		SECONDARY
6823	8	₽M	X		SECONDARY
6824	6	ŒDAR	X		SECONDARY
6825	4	ŒDAR	X		SECONDARY
6826	4	ŒDAR	X		SECONDARY
6827	4	ŒDAR		Х	SECONDARY
6828	8	₽M	Х		PRIMARY
6829	4	ŒDAR	X		SECONDARY
6830	3	ŒDAR	X		SECONDARY
6831	6	ŒDAR	X		SECONDARY
6832	4	CEDAR.	X		SECONDARY
OTAL CA	LIPERING	HES		'	10904
	N-PROTE	<del>-</del> S	460		
		CALIPERING			1075
TALPR	OTECIED	CALIPERING	HESTO	BEREMOVE	9369
		ALIPERINCH			0
		REQUIRED			5732
		-	<u></u>		-1,544
			-1,112		
EVELOPER TREES (269) 4" TREES					-1,076
		. ,			
	∏GATION	AFTER DEDU	JCTIONS	3	2,000

Know what's below.

Call before you dig.

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET. (@ least 48 hours prior to digging)

PRESERVATION NOTES ERWIN FARMS ROCKWALL, TEXAS

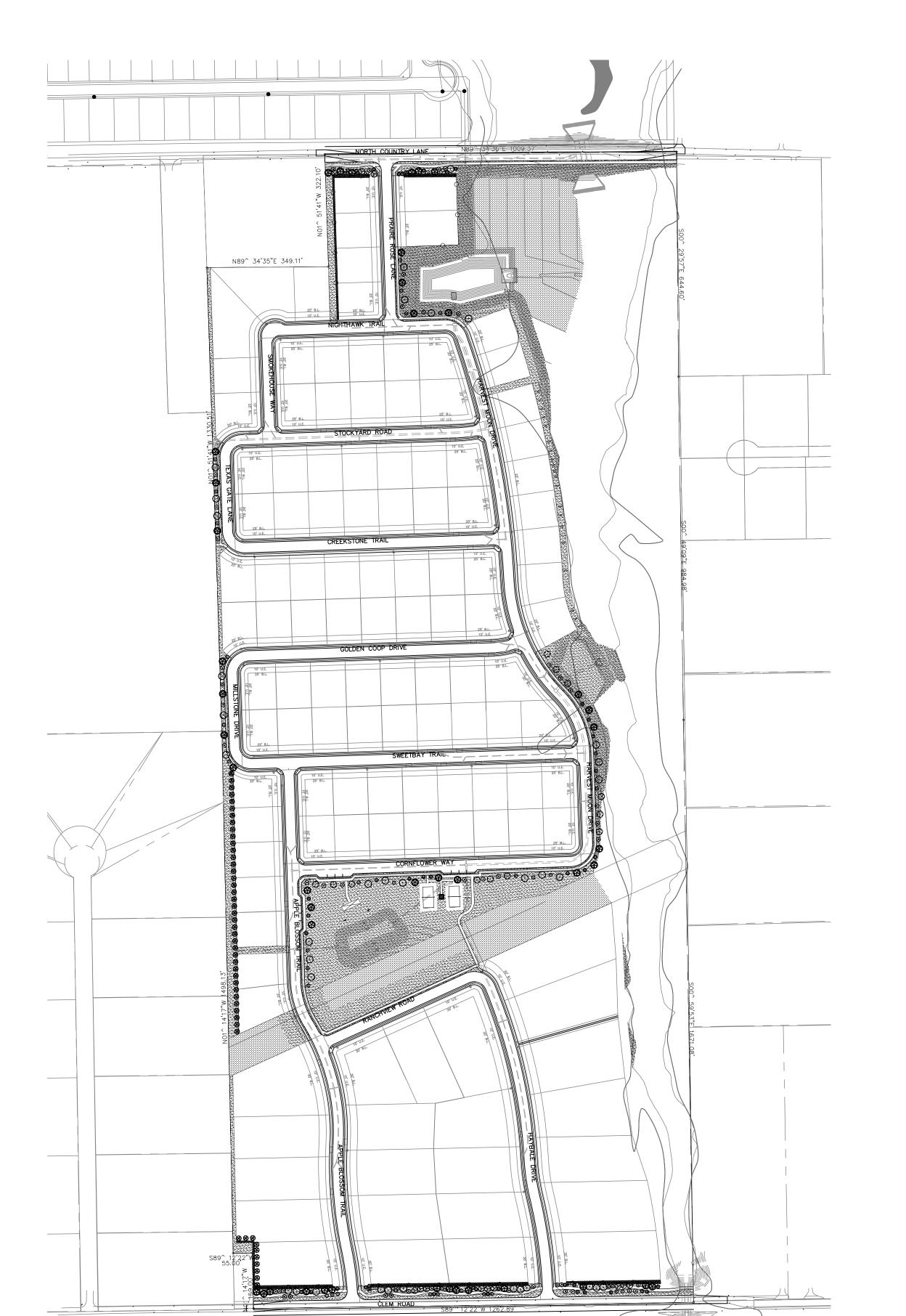
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09/30/2025 SHEET NO.

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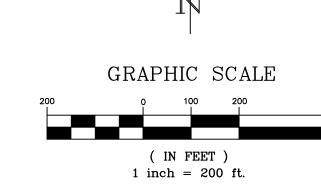
Page 249 of 256



SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	NOTES
TREES				•		
	50	JUNIPERUS VIRGINIANA / EASTERN RED CEDAR	45 GAL.	3"	10`-12`	FULL, MATCHIN SYMMETRICAL
£(4)3	40	LAGERSTROEMIA INDICA 'TUSCARORA' / CRAPE MYRTLE	30 GAL	3"	6`-8`	FULL, MATCHIN SYMMETRICAL
	13	PISTACIA CHINENSIS / CHINESE PISTACHE	45 GAL.	3"	10`-12`	FULL, MATCHIN SYMMETRICAL
	43	QUERCUS SHUMARDII / SHUMARD RED OAK	45 GAL.	3"	10`-12`	FULL, MATCHIN SYMMETRICAL
+	35	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	45 GAL.	3"	10`-12`	FULL, MATCHIN SYMMETRICAL
(°)	12	ULMUS CRASSIFOLIA / CEDAR ELM	45 GAL.	3"	10`-12`	FULL, MATCHIN SYMMETRICAL
	46	VITEX AGNUS-CASTUS / CHASTE TREE	30 GAL.	3"	6`-8`	FULL, MATCHIN SYMMETRICAL
7.	40	X CHITALPA TASHKENTENSIS 'PINK DAWN' / PINK DAWN CHITALPA	30 GAL	3"	6`-8`	FULL, MATCHIN SYMMETRICAL
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING	NOTES
SHRUBS						
$\bigcirc$	602	ILEX X 'NELLIE R STEVENS' / NELLIE STEVENS HOLLY	15 GAL.	48" HT	PER PLAN	FULL, MATCHIN SYMMETRICAL
SYMBOL	QTY	BOTANICAL / COMMON NAME	NOTES			
GROUND	COVERS					
	PER PLAN	CYNODON DACTYLON 'TIF 419' / BERMUDA GRASS	SOD			
+ + + + + + + + + + + + + + + + + + + +	PER PLAN	CYNODON DACTYLON 'TIF 419' / BERMUDA GRASS	HYDRON			

811.

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(@ least 48 hours prior to digging)



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PABANNERING TER

OVERALL LANDSCAPE

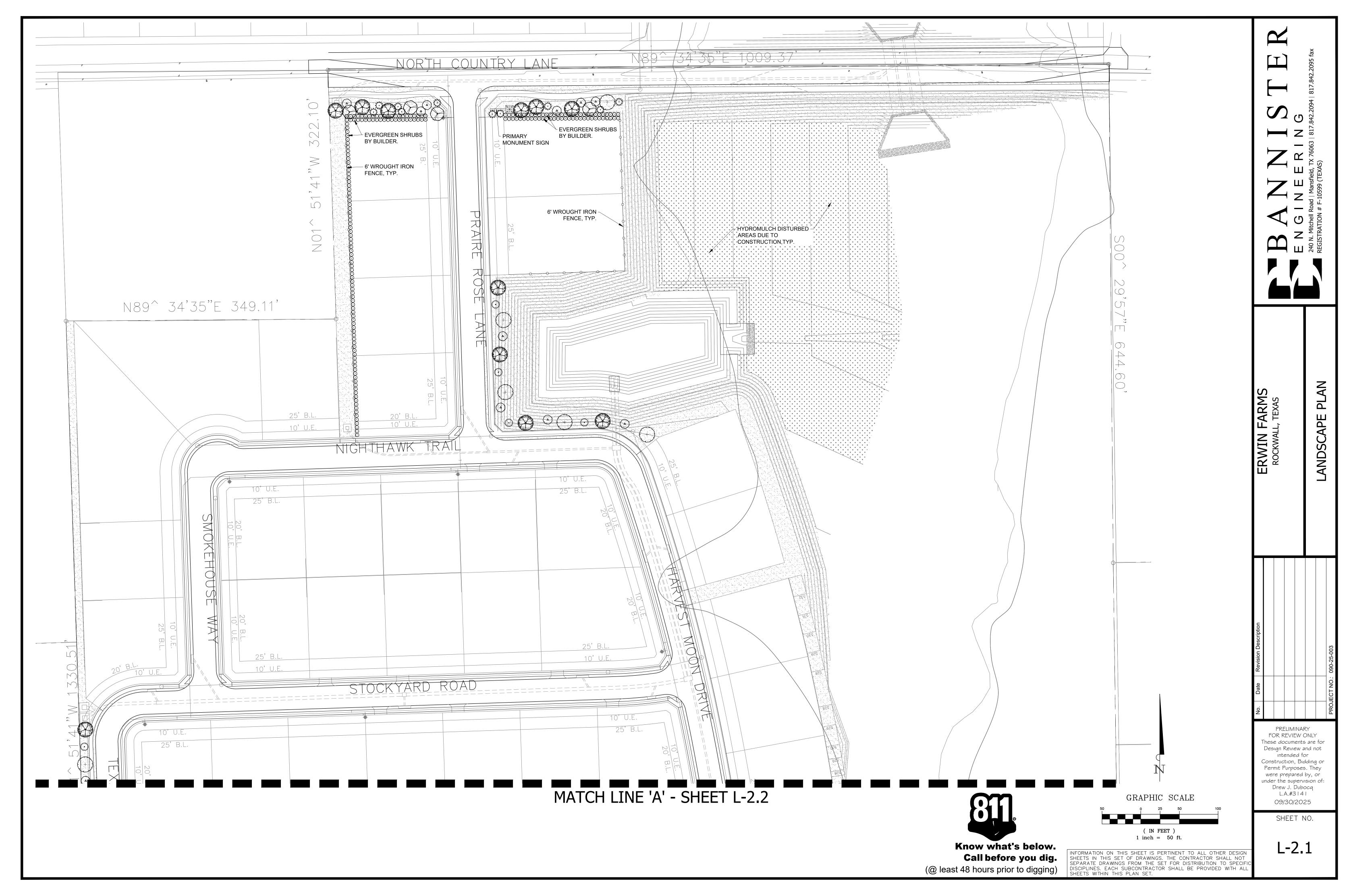
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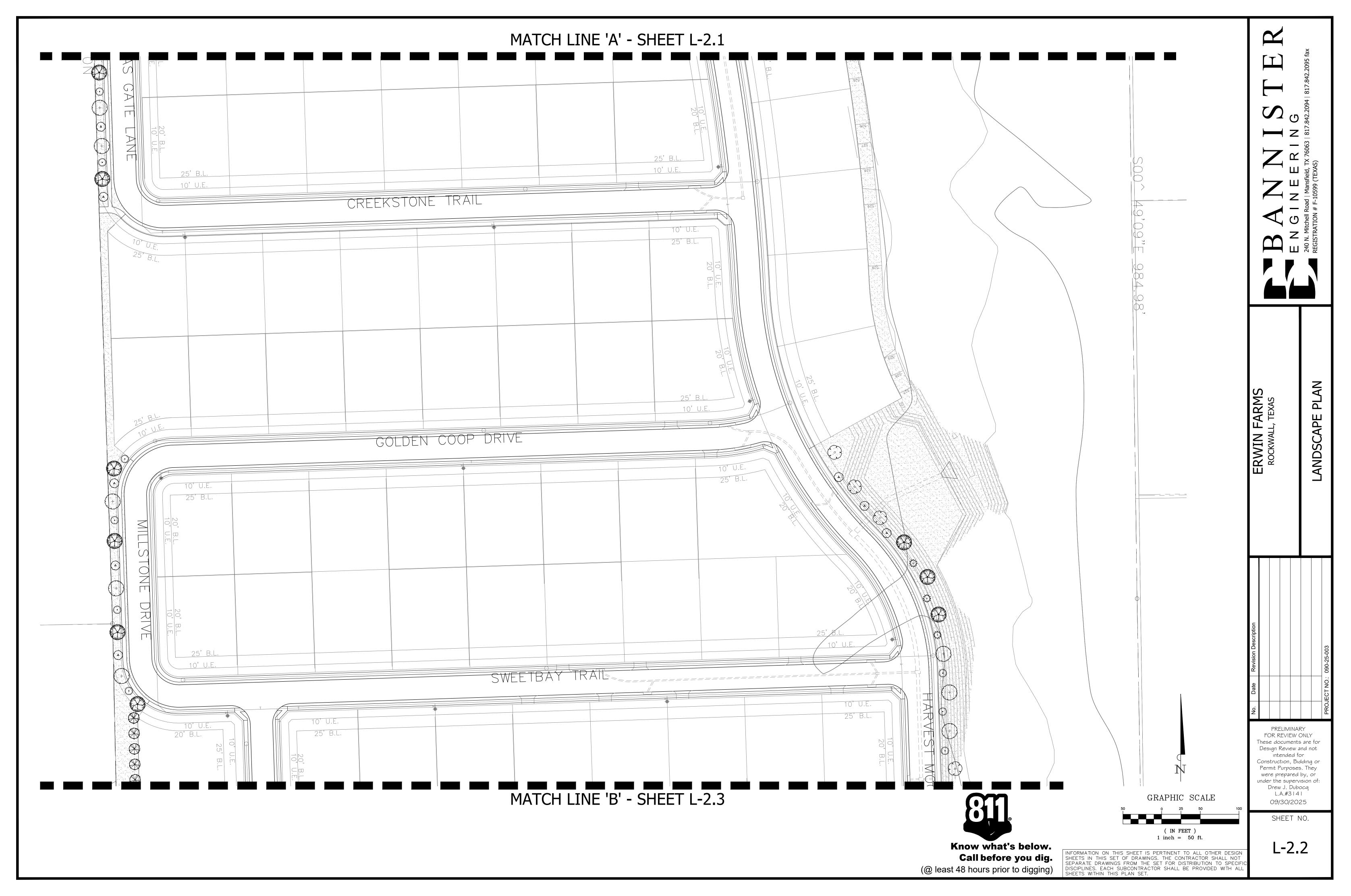
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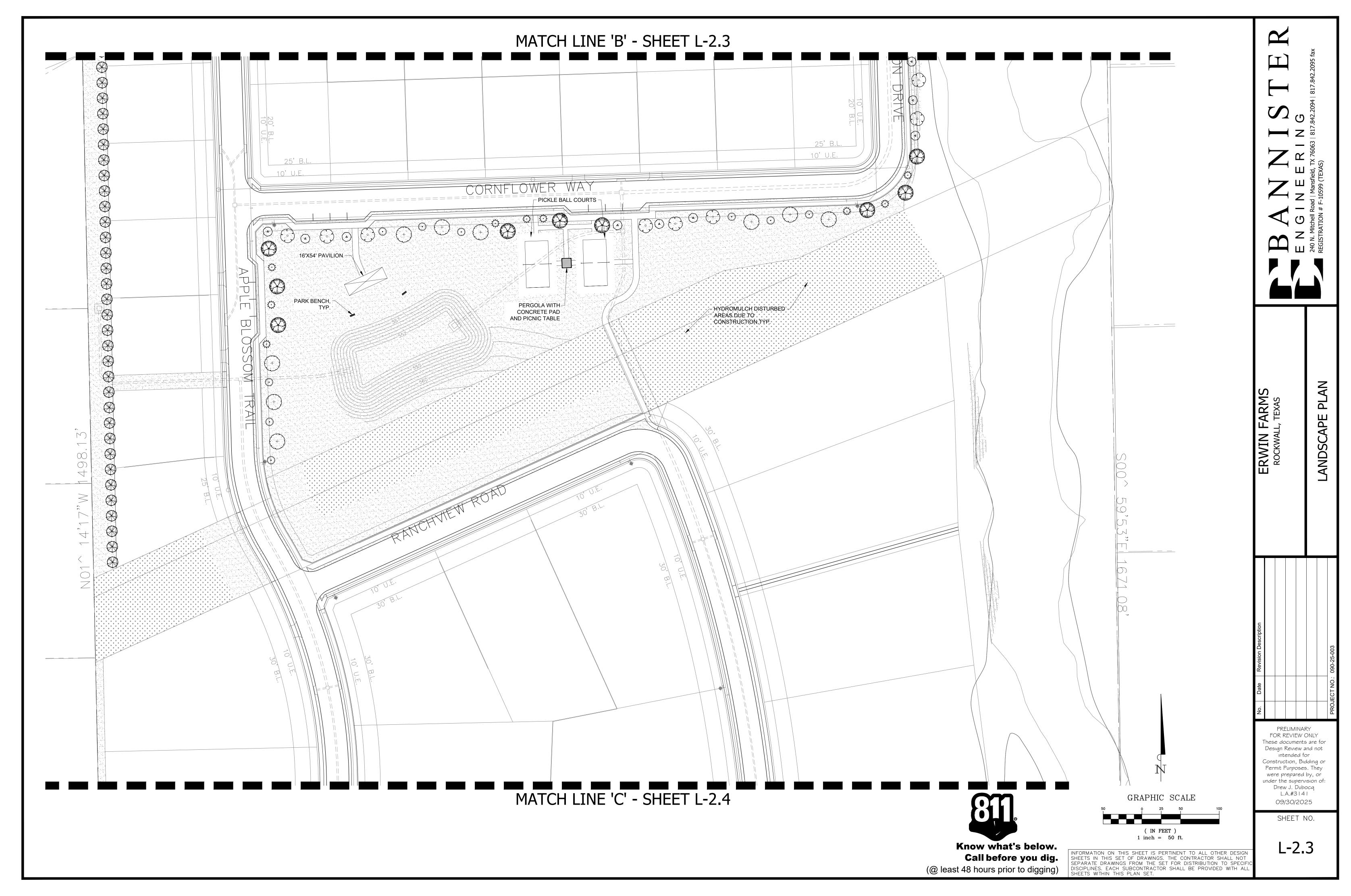
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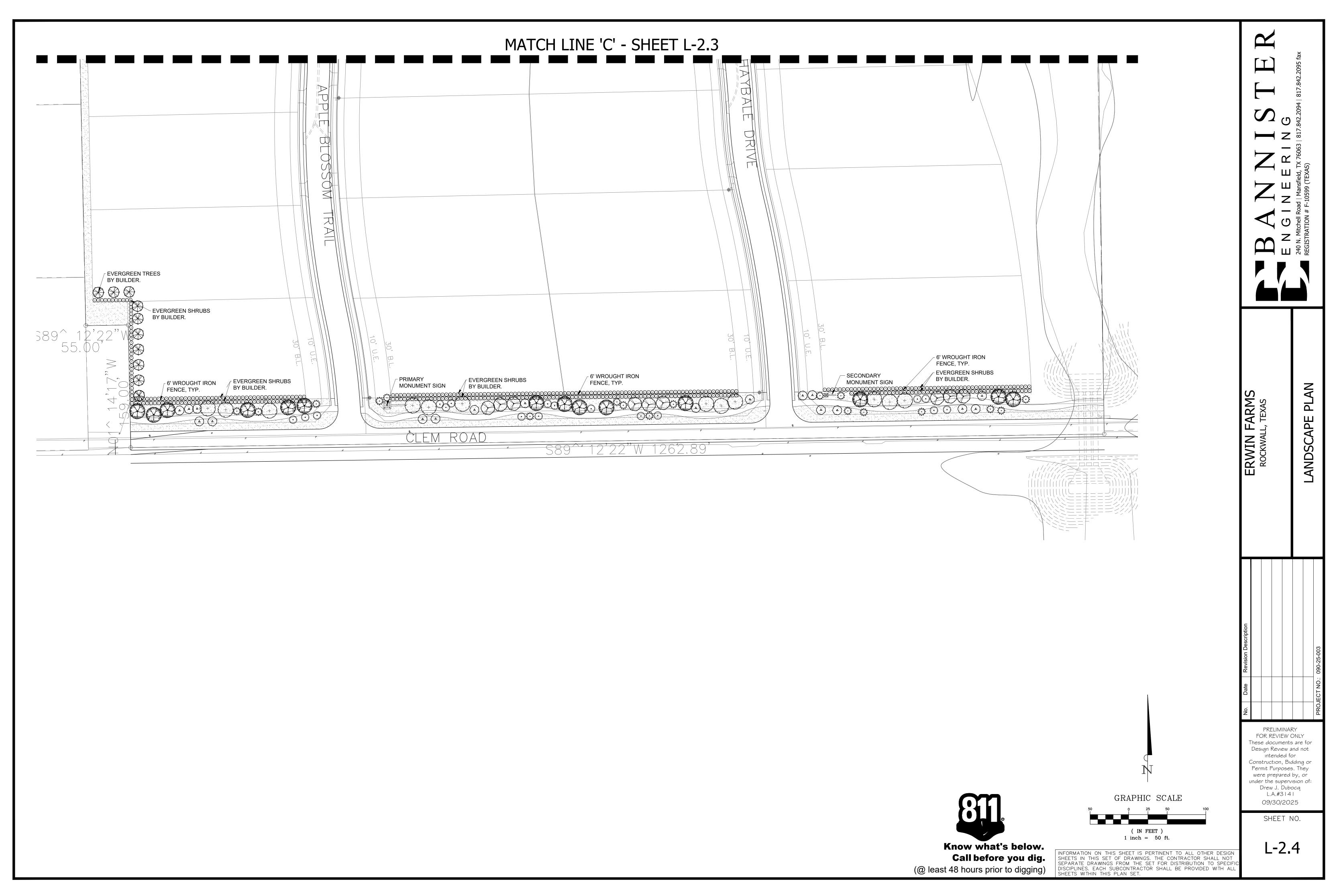
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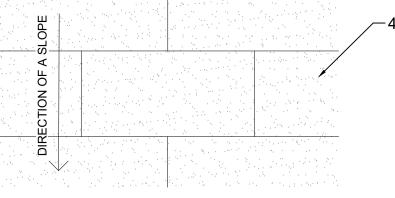


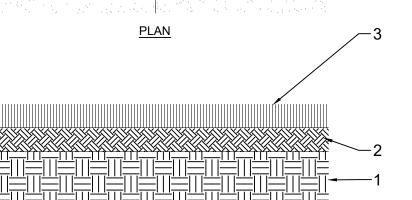




## **GENERAL NOTES:**

- 1. LOCATE ALL UTILITIES PRIOR TO DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE INCURRED BY HIS OR HER WORK.
- CONTRACTOR SHALL ADVISE THE OWNER AND LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLANS.
- IF A DISCREPANCY BETWEEN DRAWINGS AND PLANT SCHEDULE IS FOUND, THE DRAWINGS SHALL TAKE PRECEDENT OVER THE PLANT
- 4. PLANT MATERIAL SHALL COMPLY WITH ALL SIZING AND GRADING STANDARDS OF THE LATEST EDITION OF 'AMERICAN STANDARD FOR
- 5. CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND BED CONFIGURATION FOR APPROVAL BY OWNER PRIOR TO INSTALLATION.
- SUBSTITUTIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER OR LANDSCAPE ARCHITECT.
- ALL DISTURBED AREAS NOT INDICATED AS PLANTING BEDS SHALL BE SODDED OR SEEDED BY CONTRACTOR TO PROVIDE AN ESTABLISHED TURF AREA.
- CONTRACTOR SHALL REMOVE REASONABLE AMOUNT OF STONES, DEAD ROOTS, DETRITUS AND OTHER UNDESIRABLE MATERIAL FROM EXISTING SOIL.
- 9. IF ROCKS ARE ENCOUNTERED, REMOVE TO A DEPTH OF 3" AND ADD 3" OF FRIABLE FERTILE TOPSOIL TO ALL SODDED AREAS. CONTRACTOR TO ENSURE THAT SITE IS GRADED ACCORDING TO THE ENGINEER'S GRADING PLAN.
- 10. LAWN AREAS SHALL HAVE 3" MINIMUM FRIABLE TOPSOIL AND BE TREATED WITH FERTILIZER APPLIED AT A RATE OF 20 POUNDS PER 1,000 SQUARE FEET.
- 11. SOIL PREPARATION FOR PLANTING BEDS SHALL BE AS FOLLOWS:
- 3" OF ORGANIC COMPOST
- 20 POUNDS OF ORGANIC FERTILIZER / 1,000 SF OF BED AREA
- TILL BED TO A DEPTH OF 6" TO 8"
- CHECK SOIL ACIDITY. SOIL ACIDITY SHOULD RANGE FROM 5.0 TO 7.0 PH. REGULATE IF NECESSARY.
- 12. ALL PLANT BEDS SHALL BE TOP DRESSED WITH A MINIMUM 3" OF NATIVE HARDWOOD MULCH.
- 13. TREE PLANTING PITS SHALL BE CLEARED OF UNDESIRABLE MATERIAL AND BACKFILLED WITH PREPARED TOP SOIL. PLACE 1" OF COMPOST AND 3" OF SHREDDED HARDWOOD MULCH ON TOP OF ROOT BALL.
- 14. THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGE CAUSED TO TREES DUE TO IMPROPER STAKING METHODS, INCLUDING ABSENCE OF STAKING THROUGHOUT THE WARRANTY PERIOD.
- 15. TREES SHALL BE PLANTED AT LEAST 2.5 FEET FROM ANY RIGHT-OF-WAY LINE, CURB, WALK OR FIRE HYDRANT, AND OUTSIDE ALL UTILITY EASEMENTS.
- 16. TREES SHALL BE PLANTED AT LEAST 8 FEET FROM ANY PUBLIC UTILITY LINE WHERE POSSIBLE. IN THE EVENT THIS IS NOT POSSIBLE CONTRACTOR SHALL INSTALL A ROOT BARRIER, PER THE DETAIL(S) NOTED ON THIS SHEET.
- 17. TREES OVERHANGING WALKS AND PARKING AREAS SHALL HAVE A CLEAR TRUNK HEIGHT OF 7 FEET FROM FINISH SURFACE GRADE.
- 18. CONTRACTOR SHALL WARRANTY PLANT MATERIAL TO REMAIN ALIVE AND HEALTHY FOR A PERIOD OF ONE YEAR AFTER THE FINAL ACCEPTANCE. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY CONDITION IN ACCORDANCE WITH THE SEASON. DEAD, DAMAGED OR DESTROYED PLANT MATERIAL SHALL BE REPLACED IN KIND WITHIN THIRTY DAYS. WARRANTY SHALL NOT INCLUDE DAMAGE FOR LOSS OF PLANT MATERIAL DUE TO NATURAL CAUSES, ACTS OF VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
- 19. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
- 20. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVERSPRAY ON STREETS IS PROHIBITED.
- 22. INSTALLING CONTRACTOR TO MAINTAIN LANDSCAPING FOR 30 DAYS FROM OWNER OCCUPANCY TO ESTABLISH PLANTS AND GRASS MOWING AND TRIMMING TO BE INCLUDED.
- 23. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE FINE GRADED AND RE-ESTABLISHED BY SOD. THESE AREAS SHALL BE IRRIGATED AND MAINTAINED UNTIL PERMANENT STAND OF GRASS IS ACHIEVED WITH A MINIMUM OF 70% COVERAGE. THIS IS TO INCLUDE ALL AREAS TO THE BACK OF CURB AROUND THE PROPERTY.
- 24. ANY HARDWOOD MULCHED BEDS ON SITE SHALL HAVE PERMEABLE WEED MAT INSTALLED PRIOR TO PLANT MATERIAL AND MULCH BEING
- 25. ALL BEDDING AREAS WITH GROUND COVER (ASIAN JASMINE, WINTERCREEPER, ETC.) SHALL BE TOP DRESSED WITH HARDWOOD MULCH UNTIL GROUND COVER HAS COVERED AREA COMPLETELY.
- 26. ANY SWITCH GEAR DEVICES, ELECTRICAL TRANSFORMERS, TELEPHONE PEDESTALS, AND HVAC UNITS LOCATED ON THE PROPERTY ARE TO BE SCREENED. IF THESE DEVICES HAVE BEEN ALTERED FROM THE MOST RECENT PLANS, THE CONTRACTOR IS TO VERIFY PLACEMENT OF THESE UTILITIES AND CONTACT LANDSCAPE ARCHITECT FOR PLANT MATERIAL SPECIFICATIONS AND PLACEMENT.
- 27. LANDSCAPE CONTRACTOR SHALL NOT PLACE TOPSOIL OR MULCH ABOVE BRICK LEDGE OF THE BUILDING AND SHALL NOT BLOCK WEEP HOLES ON THE BUILDING.
- 28. IF THE GRADES ON SITE AT THE TIME THE LANDSCAPE CONTRACTOR IS SET TO BEGIN WORK DOES NOT ALLOW THE BRICK LEDGE AND WEEP HOLES TO REMAIN UNCOVERED, IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OR GENERAL CONTRACTOR IMMEDIATELY.





SOD PLANTING DETAIL

1. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT

THE EDGE OF THE CROWN.

TOP OF THE ROOT BALL WITH SOIL.

FROM TOP HALF OF THE ROOT BALL.

LEADERS, AND BROKEN OR DEAD BRANCHES. SOME

INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE

TERMINAL BUDS OF BRANCHES THAT EXTEND TO

BALL. TREES WHERE THE TRUNK FLARE IS NOT

VISIBLE SHALL BE REJECTED. DO NOT COVER THE

2. EACH TREE MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT

3. REMOVE ALL TWINE, ROPE, WIRE AND BURLAP

4. IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND ROOT BALL, CUT THE WIRE BASKET IN FOUR

PLACES AND FOLD DOWN 8" INTO PLANTING HOLE.

NOTES:

1 SUBGRADE: SEE GRADING PLAN FOR CUT AND/OR FILL REQUIREMENTS

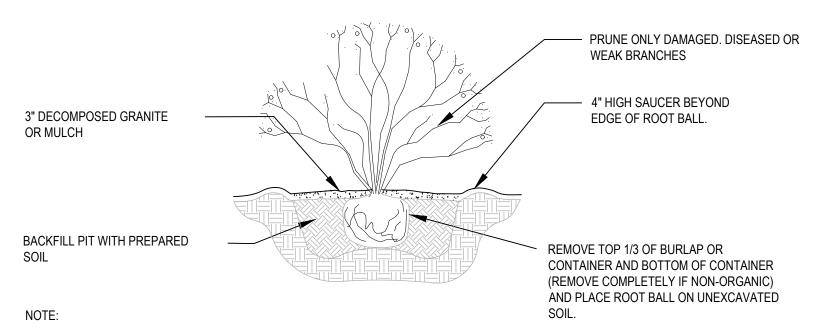
2 TWO (2") OF PREPARED TOPSOIL

3 TURF / SOD.

4 SOD PANEL: STAGGER AND PLACE PERPENDICULAR TO THE DIRECTION OF A SLOPE.

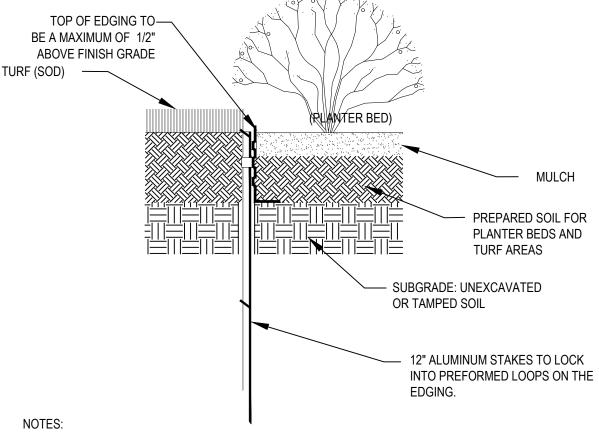
WATER THE SOD DAILY IN THE MORNINGS THE FIRST WEEK. WATER EVERY OTHER DAY THE SECOND WEEK. THEN WATER TWICE A WEEK THE THIRD WEEK. AFTERWARDS, PROVIDE A MIN. OF ONE (1") OF WATER PER WEEK AND MORE DURING HOTTER MONTHS.

FERTILIZE THE SOD AGAIN WITH A STARTER FERTILIZER AFTER 4 WEEKS TO MITIGATE NUTRIENTS LOST DURING THE HEAVY WATER SCHEDULE.



EXCAVATE PIT TO A WIDTH EQUAL TO 2.5 TIMES THE ROOT BALL WIDTH. PLACE ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. SCARIFY SIDES OF PIT. EXCAVATE LARGER PIT FOR MULTIPLE PLANTINGS.

## SHRUB PLANTING DETAIL

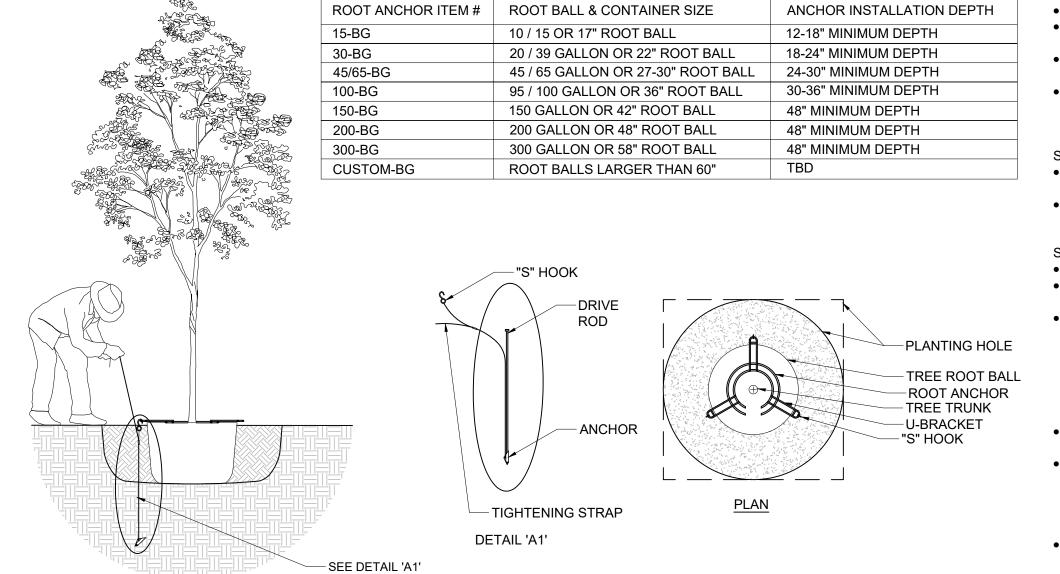


- 1) SIZE TO BE 3/16" x 3-1/2" 2) COLOR TO BE BLACK DURAFLEX - ELECTROSTATICALLY APPLIED BAKED ON PAINT.
- 3) 16' SECTIONS TO INCLUDE (5) 12" ALUMINUM STAKES.
- 4) COMPACT GRADES ADJACENT TO EDGING TO AVOID SETTLING. FINISH GRADES TO BE 1/2" BELOW TOP OF EDGING.
- 5) FORM A SMOOTH, CONTINUOUS RADIUS WITH HEADER AS SHOWN ON PLAN.

## STEEL EDGING DETAIL

## TREE PLANTING DETAIL

TREE STAKING DETAIL



SET TREE IN PLANTING PIT.

- PLACE ANCHOR WITH RING SIDE DOWN
- AGAINST TOP OF ROOT BALL. CENTER ROOT ANCHOR'S INNER RING(S)
- AROUND TRUNK OF TREE. ALIGN DRIVE ROD AS CLOSE AS POSSIBLE TO OUTSIDE EDGE OF U-BRACKET.

## STEP 2:

-SET TOP OF ROOT BALL 1" TO 2"

PREPARED SOIL. MAINTAIN THE

-4" HIGH EARTH SAUCER IN 5' DIA.

MULCH WEED-FREE FOR A MIN. OF 3

TAMP SOIL AROUND ROOT BALL BASE

FIRMLY WITH FOOT PRESSURE SO THE ROOT BALL DOESN'T SHIFT

UNEXCAVATED OR TAMPED SOIL

ABOVE FINISHED GRADE

YEARS AFTER PLANTING

RING AROUND ROOT BALL

- PLACE ROOT BALL ON

3" LAYER OF MULCH ABOVE

- DRIVE ANCHOR STRAIGHT DOWN INTO UNDISTURBED SUBBASE SOIL.
- SEE CHART FOR RECOMMENDED DEPTHS PER TREE SIZE.

## STEP 3:

- REMOVE DRIP ROD.
- REPEAT STEPS 1 &2 FOR ALL THREE (3) ANCHOR LOCATIONS.
- PULL BACK ON STRAP APPROXIMATELY 3" FOR THE V-68 ANCHOR, OR 6" TO 7" FOR THE V-88 ANCHOR TO SET ANCHOR INTO A HORIZONTAL OR LOCKED POSITION. A FULCRUM MAY BE REQUIRED TO ASSIST IN SETTING THE
- ANCHOR. PLACE "S" HOOK OVER THE END OF THE
- U-BRACKET. PULL STRAP UP VERTICALLY UNTIL ROOT ANCHOR RINGS BITE INTO THE TOP OF THE ROOT BALL AND U-BRACKETS ARE SETTING FLUSH ON
- TOP OF THE ROOT BALL. TIE EXCESS STRAP OFF TO THE U-BRACKET ALLOWING ENOUGH REMAINING STRAP TO ADJUST TREE, IF NECESSARY.

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL

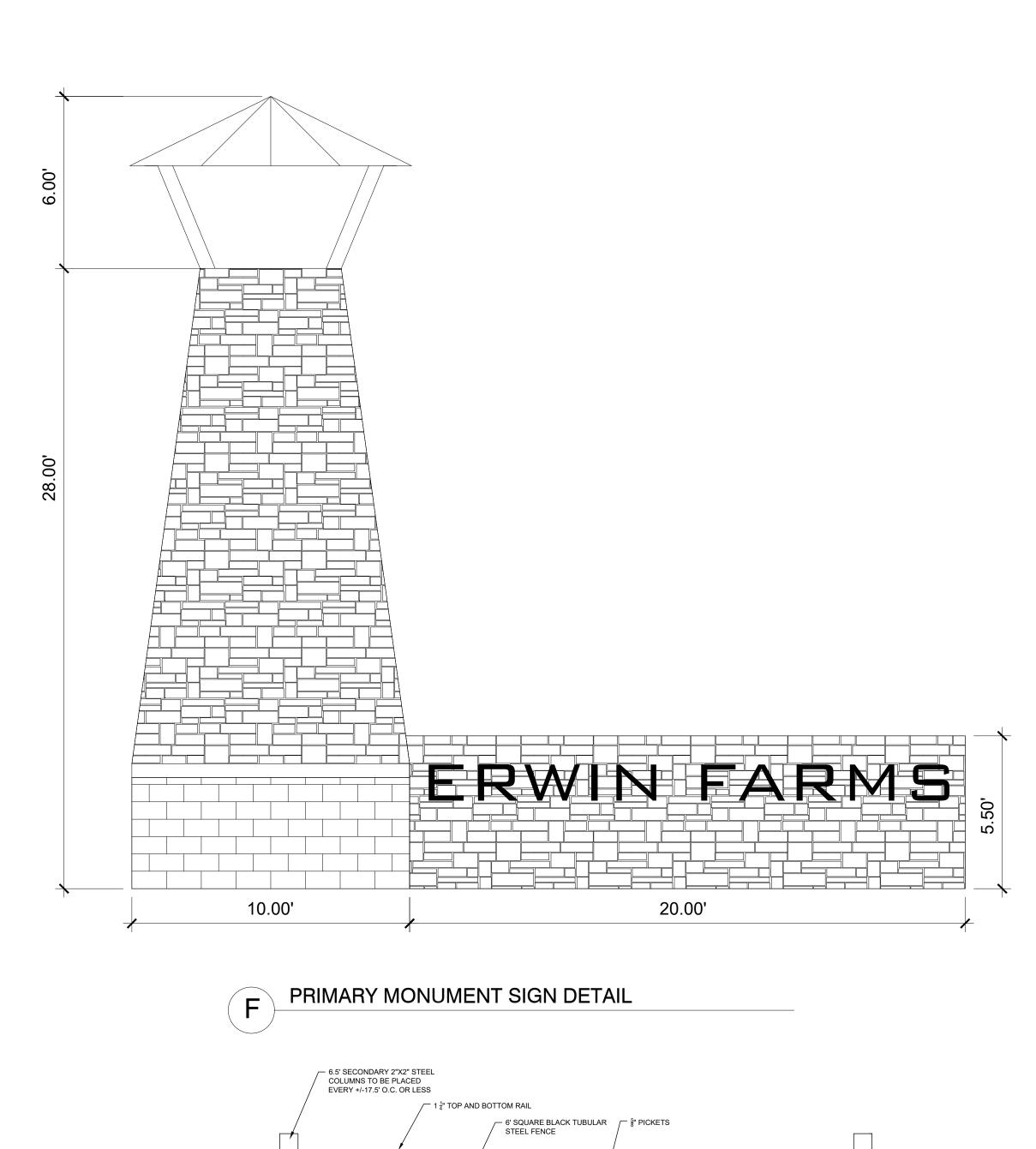
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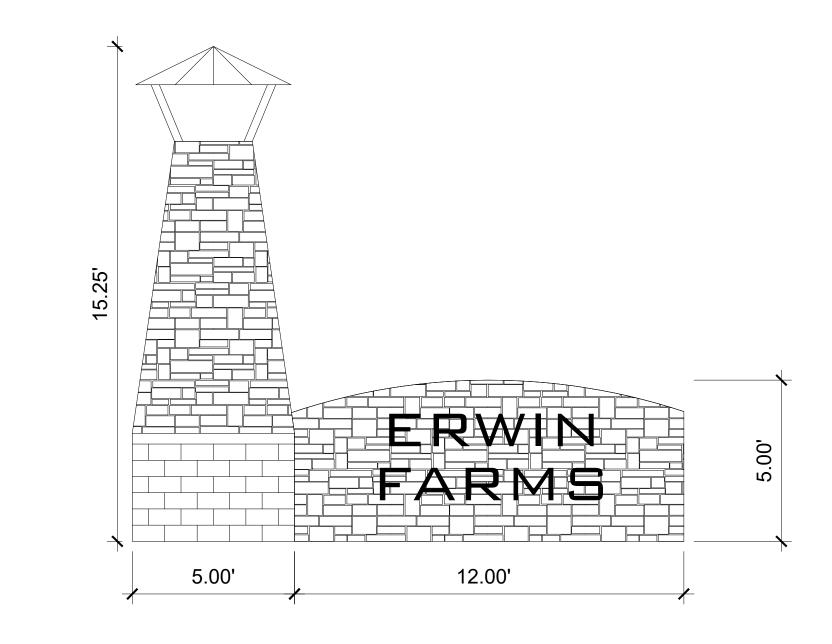
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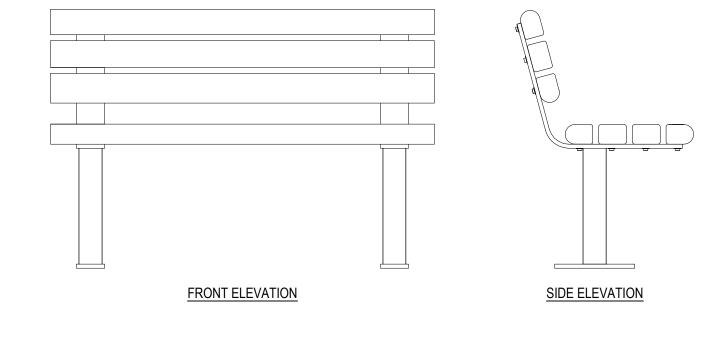
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> 09/30/2025 SHEET NO.

under the supervision of: Drew J. Dubocq L.A.#3141







G SECONDARY MONUMENT SIGN DETAIL

6' POLY WOOD GRAIN BENCH DETAIL

GS SECONDARY POR STEEL
COMMINITIES OF CORLESS
EVERY HITTS OF CORLESS

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PROJECT NO: 090-25-003

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L.A.#3141

09/30/2025

SHEET NO.

L-2.6