# 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:**

1. 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 *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.

**6.** 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.**

1. **Z2025-062 -** 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 *Specific Use Permit (SUP)* 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 *Specific Use Permit (SUP)* 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 *Specific Use Permit (SUP)* 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 **(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 *Miscellaneous Case* for an *Alternative Tree Mitigation Settlement Agreement* 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
or Margaret Delaney, Asst. to the City Sect.

Date Removed

| 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!** | | |

Rockwall, Texas

# Proclamation

*Whereas,* 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

*Whereas,* 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

*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

*Whereas,* 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.

*Now, 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 McCallum, Mayor

# Rockwall, Texas

# Proclamation

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

*Whereas*, 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

*Whereas*, 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

*Whereas*, 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

*Whereas*, Chambers of Commerce provide guidance and leadership to communities across the state and serve as a career development organization for chamber of commerce professionals.

*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.

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Tim McCallum, Mayor

# Rockwall, Texas

# Proclamation

*Whereas*, Hispanic Heritage Month is observed each year from September 15 to 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

*Whereas*, 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

*Whereas*, 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.

*Now, 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 McCallum, Mayor

Rockwall, Texas

# Proclamation

*Whereas*, 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

*Whereas*, 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

*Whereas*, 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

*Whereas*, 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.

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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 *Text Amendment* to Article 11, *Development Applications and Review Procedures*, 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 *Text Amendment* to Article 12, *Enforcement*, 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 *Specific Use Permit (SUP)* for a *Carport* and *Accessory Building* 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 *PD Development Plan* for a *Medical Office Building* 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 *Specific Use Permit (SUP)* for *Residential Infill in an Established Subdivision* 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 *Specific Use Permit (SUP)* 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 *Final Plat* 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 *Final Plat* 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 *Replat* 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. 25-62**
**SPECIFIC USE PERMIT NO. S-379**

**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. 25-64**
**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. 25-65**
**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. 25-66**
**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**

1. **Z2025-053** – 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 *Specific Use Permit (SUP)* for a *Carwash* 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 *Specific Use Permit (SUP)* for a *Residence Hotel* 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.**

**6.** 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 *Text Amendment* 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 20th DAY OF OCTOBER, 2025.**

_____
**TIM McCALLUM, MAYOR**

**ATTEST:**

_____
**KRISTY TEAGUE, CITY SECRETARY**

**CITY OF ROCKWALL**

**ORDINANCE NO. 25-68**

**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 FOR A 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) *Master Parks and Open Space Plan*. A *Master Parks and Open Space Plan* for the *Subject Property*, as depicted in *Exhibit '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) *Master Plat*. A *Master Plat* for the *Subject Property*, as depicted in *Exhibit 'B'* of this ordinance, shall be submitted and shall identify the proposed timing of each phase of the proposed development. A *Master Plat* application may be processed by the City concurrently with a *Master Parks and Open Space Plan* application for the development.

(e) *Preliminary Plat*. A *Preliminary Plat* for each phase of the *Subject Property*, as depicted in *Exhibit 'B'* of this ordinance, shall be submitted in accordance with the phasing plan established by the *Master Plat* and shall include a *Treescape Plan* for the phase being *Preliminary Platted*. A *Preliminary Plat* application may be processed by the City concurrently with a *Master Plat* and a *Master Parks and Open Space Plan* 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) *Final Plat*. 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.**

_____
Tim McCallum, Mayor

**ATTEST:**

_____
Kristy Teague, City Secretary

**APPROVED AS TO FORM:**

_____
Frank J. Garza, City Attorney

1st 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*

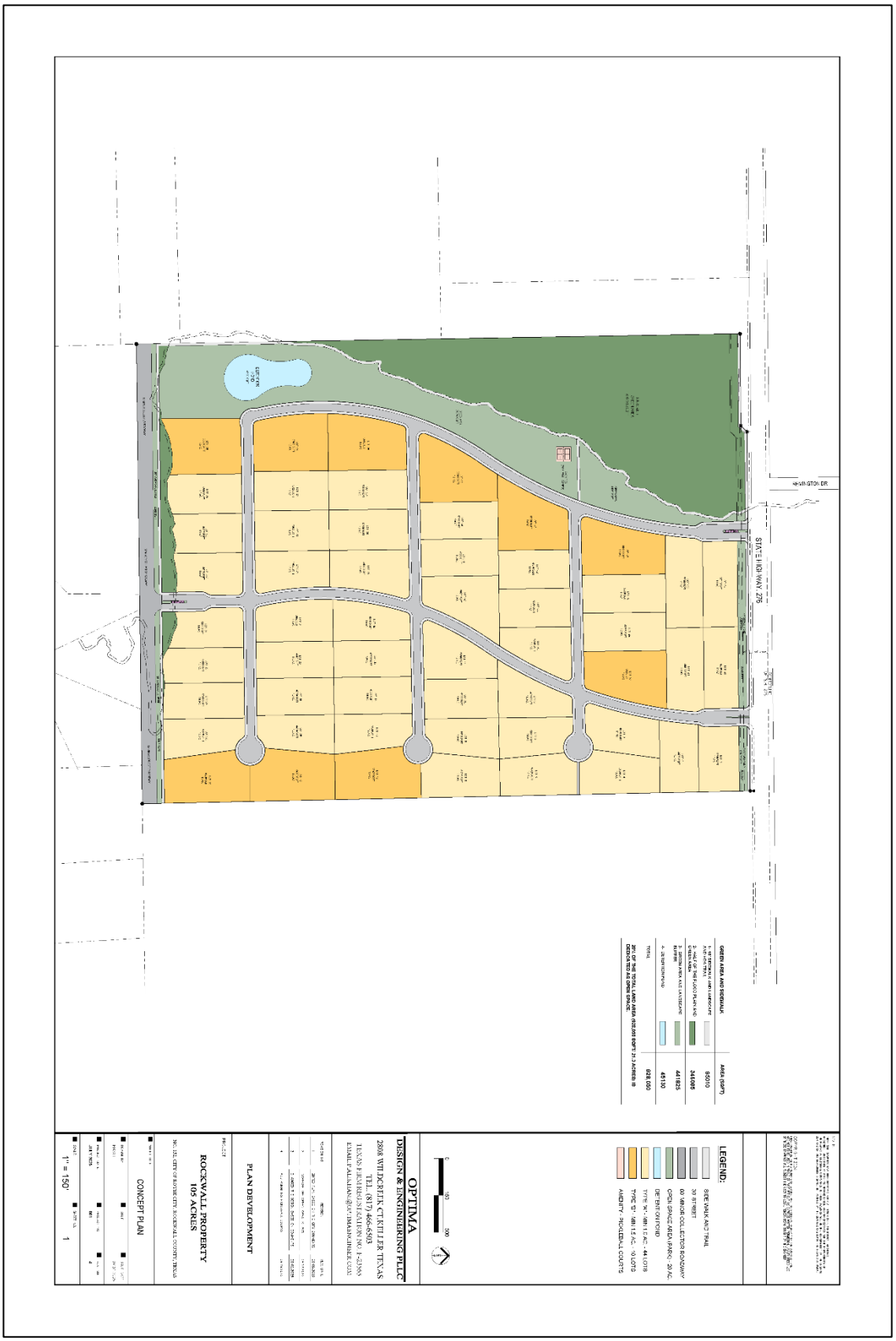


**Exhibit 'C':**
*Trail Plan*

**Exhibit 'D':**
*Density and Development Standards*

(1) *Permitted Uses*. 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) *Lot Composition and Layout*. 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 (FT) | Minimum Lot Size (SF) | Dwelling Units (#) | Dwelling Units (%) |
|---|---|---|---|---|
| A | 100' x 200' | 43,560 SF | 44 | 81.48% |
| B | 150' x 250' | 63,340 SF | 10 | 18.52% |
| | | Maximum Permitted Units: | 54 | 100.00% |

(3) *Density and Dimensional Requirements*. 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 *0.513* dwelling units per gross acre of land; however, in no case should the proposed development exceed *54* 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) ► | A | B |
|---|---|---|
| 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.

(4) *Building Standards*. All development shall adhere to the following building standards:

(a) *Masonry Requirement*. 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*

*FIGURE 4: EXAMPLES OF HORIZONTAL LAP*

(b) *Roof Pitch*. 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) *Garage Orientation and Garage Doors*. 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*].

*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*

(5) *Anti-Monotony Restrictions*. 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 *not* meet the requirements of Subsection (5)(b) below.

*TABLE 3: ANTI-MONOTONY MATRIX*

| *Lot Type* | *Minimum Lot Size* | *Elevation Features* |
|---|---|---|
| A | 100' x 200' | (1), (2), (3), (4), (5) |
| B | 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*).

*FIGURE 8: PROPERTIES LINE UP ON THE OPPOSITE SIDE OF THE STREET. WHERE RED IS THE SUBJECT PROPERTY.*

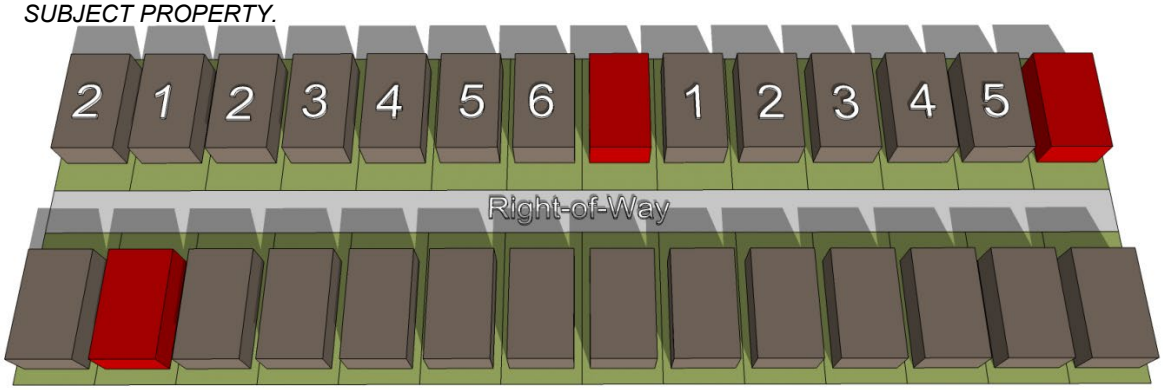
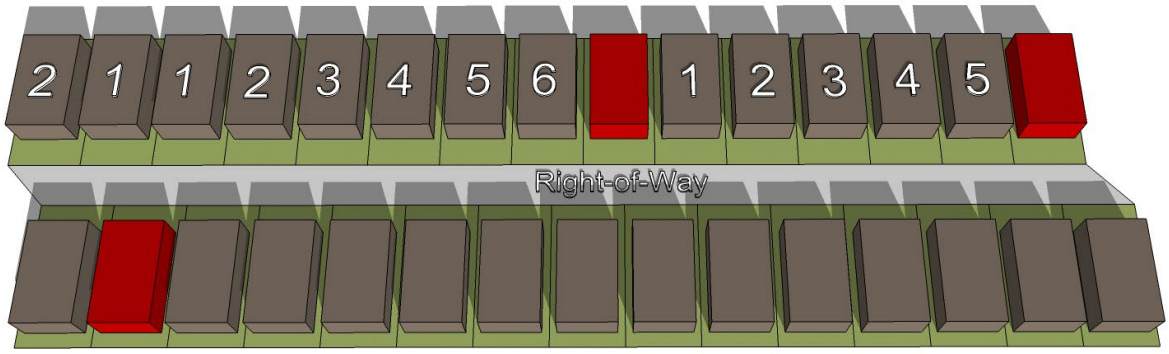


*FIGURE 9: PROPERTIES DO NOT LINE UP ON OPPOSITE SIDE OF THE STREET. WHERE RED IS THE SUBJECT PROPERTY.*




(6) *Fencing Standards*. 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) *Wrought Iron/Tubular Steel*. 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) *Corner Lots*. 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) *Fence in Easements*. No fencing shall be constructed in or across a franchise utility or the City of Rockwall's easements.

(7) *Landscape and Hardscape Standards*.

(a) *Landscape*. 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) *Landscape Buffer Adjacent to SH-276*. 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.

(2) *Landscape Buffer Adjacent to Minor Collectors.* 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) *Landscape Buffer Adjacent to Amenity Center*. 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) *Street Trees.* 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) *Residential Lot Landscaping*. 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) *Irrigation Requirements*. 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) *Hardscape.* Hardscape plans indicating the location of all sidewalks and trails shall be reviewed and approved with the *PD Site Plan*.

(8) *Streets*. All streets (*excluding drives, fire lanes and private parking areas*) shall be built according to City street standards.

(9) *Lighting*. 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) *Sidewalks*. 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

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) *Buried Utilities*. New distribution power-lines required to serve the *Subject Property* 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 *Subject Property*, unless otherwise authorized by the City Council. Temporary power-lines constructed across undeveloped portions of the *Subject Property* 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) *On-Site Sewage Facilities*. *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) *Trails*. 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.

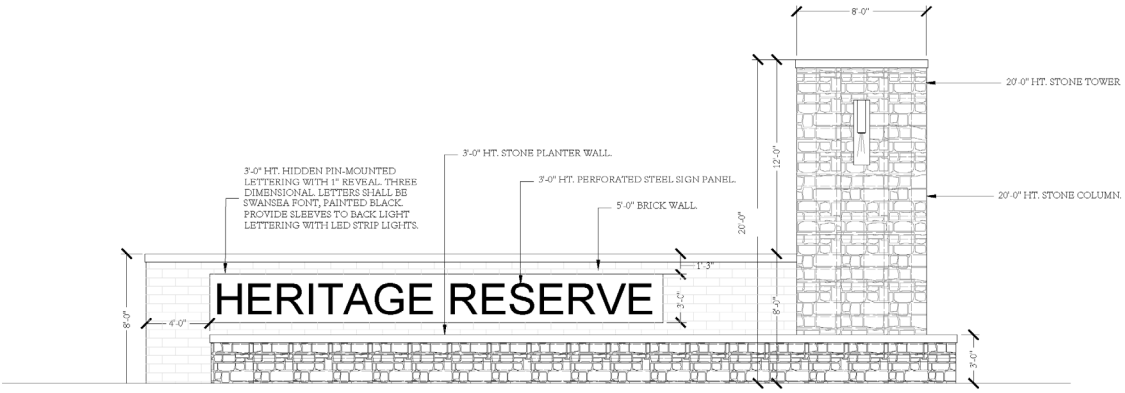
(15) *Amenities*. Amenities shall be constructed in generally the same area as depicted in *Exhibit 'C'* of this ordinance. In addition, the proposed amenity -- *as depicted in Exhibit 'C' of this ordinance* -- shall include at a minimum two (2) covered pickleball courts that generally conform to *Figure 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 …*

*FIGURE 10:* RENDERING OF THE PROPOSED COVERED PICKLEBALL COURTS.

(16) *Neighborhood Signage and Enhancements*. 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) *Homeowner's Association (HOA)*. 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) *Variances*. 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.

City of Rockwall
*The New Horizon*

# 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.

# City of Rockwall

Resolution No. 25-??

## 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**<br>Food service establishments, childcare facilities, public pools/spas | $ 150.00 |
| **6. Food Service Permits** | |
| a. Food Service Establishment | ~~$ 350.00~~ $450 |
| b. Grocery Store (Multiple Departments) | $773.00 |
| c. Temporary Food Service | $ 50.00 |
| d. Seasonal Food Service Permit | $ 90.00 Nonprofit agencies are exempt |
| e. Special Events Food Vendor | $ 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. Amendments.** 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 ~~a~~ny 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. Effective Date.** 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.**

_____
Tim McCallum, Mayor

**ATTEST:**

_____
Kristy Teague, City Secretary

**APPROVED AS TO FORM:**

_____
Frank J. Garza, City Attorney

1st Reading: October 20, 2025

2nd Reading: November 3, 2025

City of Rockwall
*The New Horizon*

**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 3rd DAY OF November, 2025.**

Tim McCallum, *Mayor*

**ATTEST:**

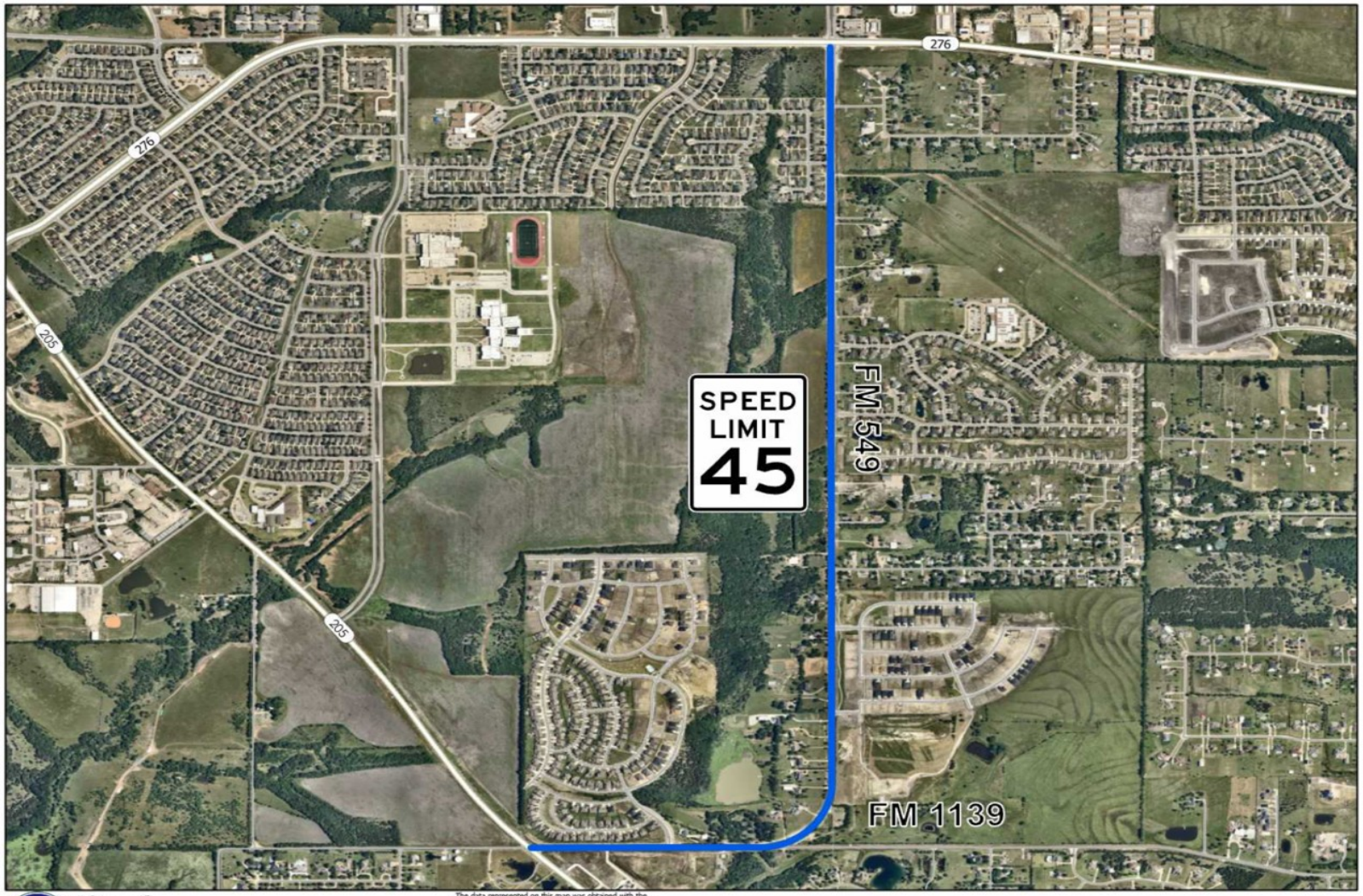
Kristy Teague, *City Secretary*

**APPROVED AS TO FORM:**

Frank J. Garza, *City Attorney*

1st Reading: *October 20, 2025*

2nd Reading: *November 3, 2025*

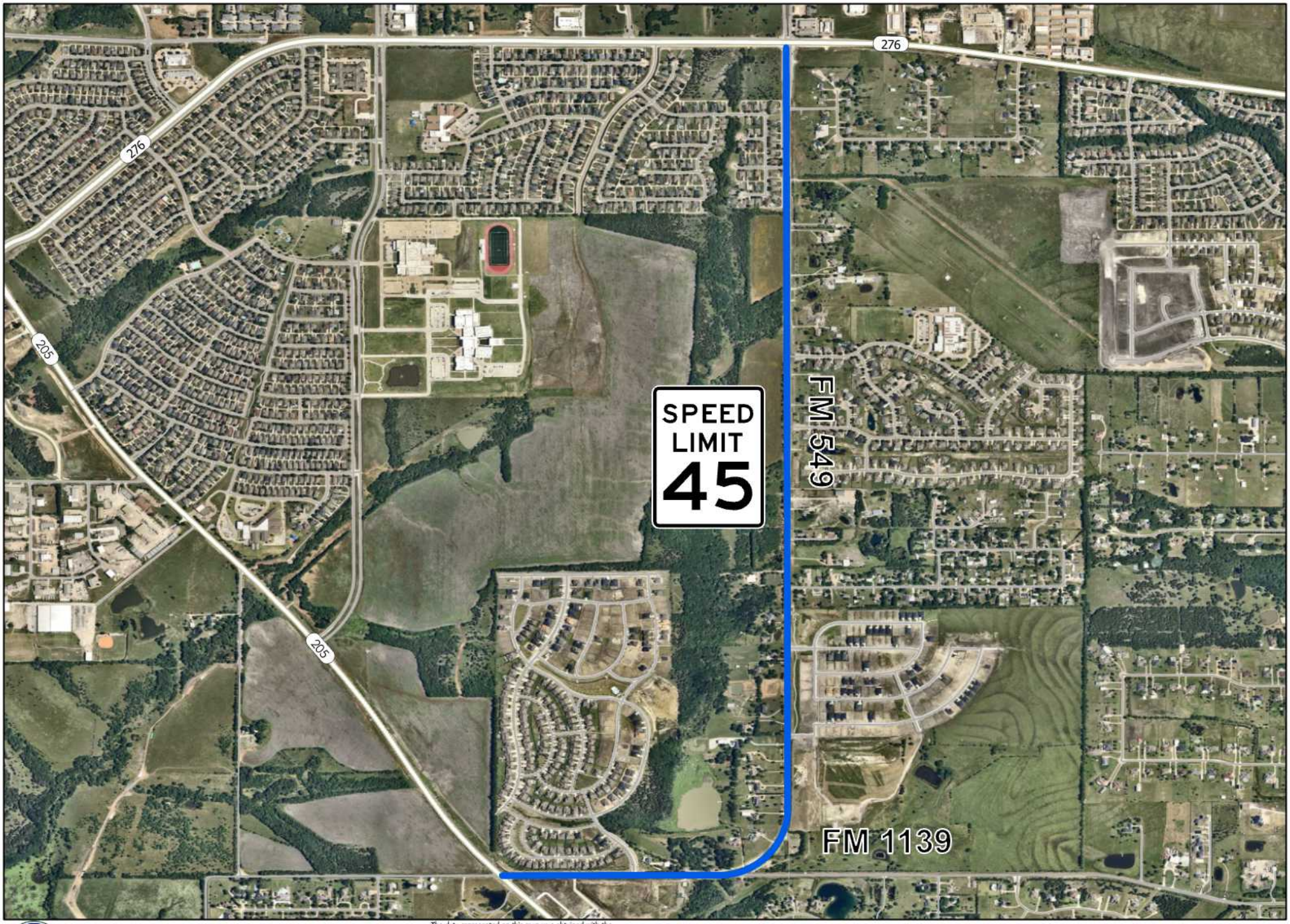



City of Rockwall

Date: 10/6/2025

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

EXHIBIT A




City of Rockwall

Date: 10/6/2025

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EXHIBIT A

# CITY OF ROCKWALL

CITY COUNCIL MEMORANDUM

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

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **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 *Final Plat* 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 *Interim Interlocal Agreement By and Between the City of Rockwall and Rockwall County*, staff provided the applicant's plat to Rockwall County for review. Rockwall County determined that the submitted plat meets the requirements of the *Interim Interlocal Agreement By and Between the City of Rockwall and Rockwall County.*

☑ *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.

☑ *Conformance to the Subdivision Ordinance*. The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- *conforming to the requirements for plats as stipulated by the Chapter 38, Subdivisions, of the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.

☑ *Conditional Approval*. Conditional approval of this *Final Plat* by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.

☑ *Conformance of the Subdivision Plat*. With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Regulation for Review of Plats* 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 *Final Plat* shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted

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

**PLANNING AND ZONING COMMISSION**

On October 14, 2025, the Planning and Zoning Commission approved a motion to recommend approval of the final plat 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**
PLANNING & ZONING CASE NO.

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

DIRECTOR OF PLANNING:

CITY ENGINEER:

*PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST (SELECT ONLY ONE BOX):*

***PLATTING APPLICATION FEES:***
- ☐ MASTER PLAT ($100.00 + $15.00 ACRE) [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:***
- ☐ SITE PLAN ($250.00 + $20.00 ACRE) [1]
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN ($100.00)

***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 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 INFORMATION [PLEASE PRINT]

ADDRESS: 200 Sabine Creek Rd
SUBDIVISION: Sweat Addition — LOT: 1 + 2 — BLOCK: A
GENERAL LOCATION: Hwy 276 + Sabine Creek Rd

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

CURRENT ZONING: AG (ETJ) — CURRENT USE:
PROPOSED ZONING: AG (ETJ) — PROPOSED USE:
ACREAGE: 8.67 — LOTS [CURRENT]: ~~2~~ — LOTS [PROPOSED]: 2

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

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

| | OWNER | APPLICANT |
|---|---|---|
| | ~~☒~~ | ☒ |
| CONTACT PERSON | Dean Sweat + Tina Sweat | Same |
| ADDRESS | [redacted] | |
| CITY, STATE & ZIP | | |
| PHONE | | |
| E-MAIL | | |

## NOTARY VERIFICATION [REQUIRED]

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

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF $ 473.40, TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE _____ DAY OF _____, 20___. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

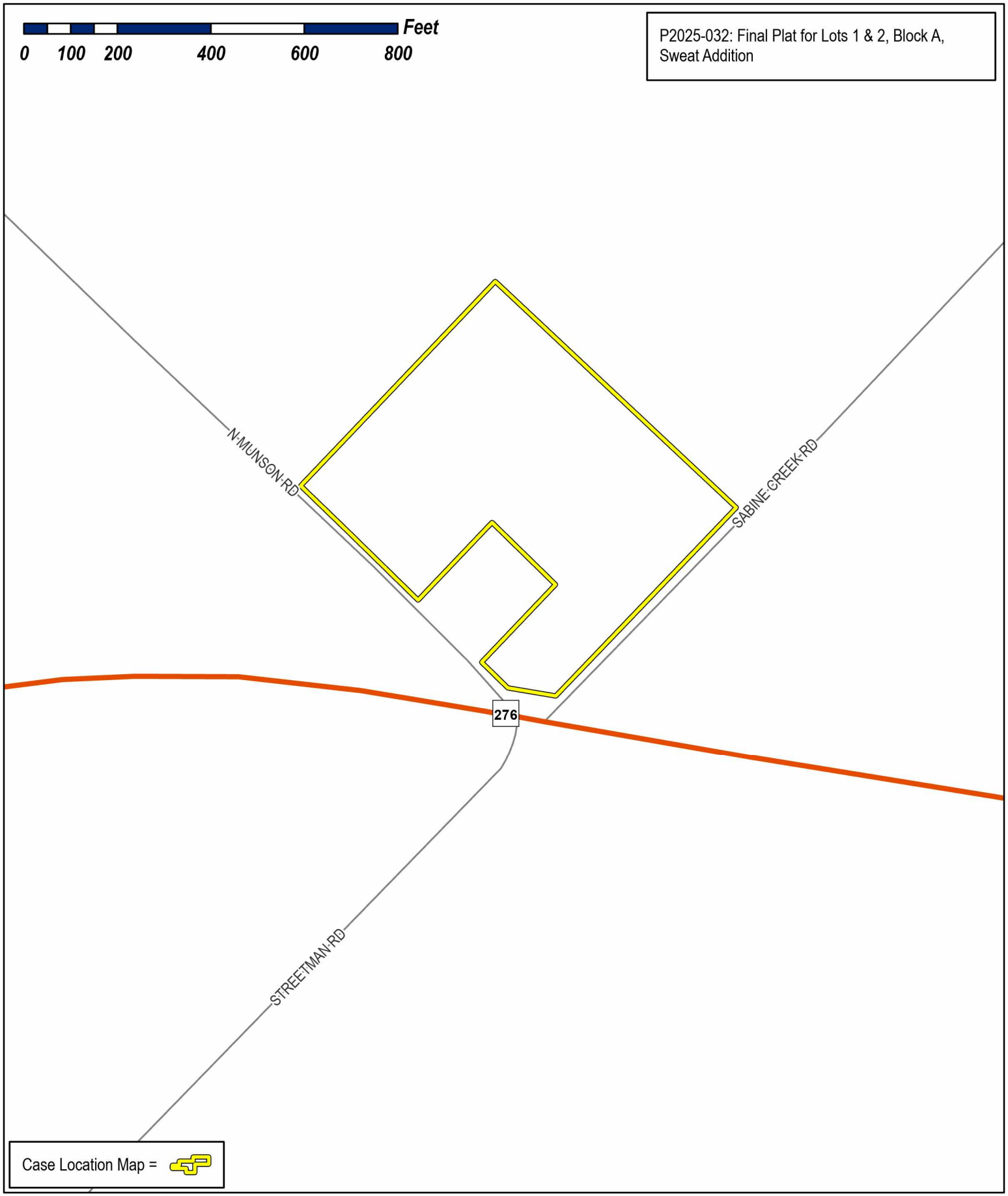
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 20 DAY OF August, 2025

OWNER'S SIGNATURE: Wendell DeSweat

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS: Robert McMillan Jr

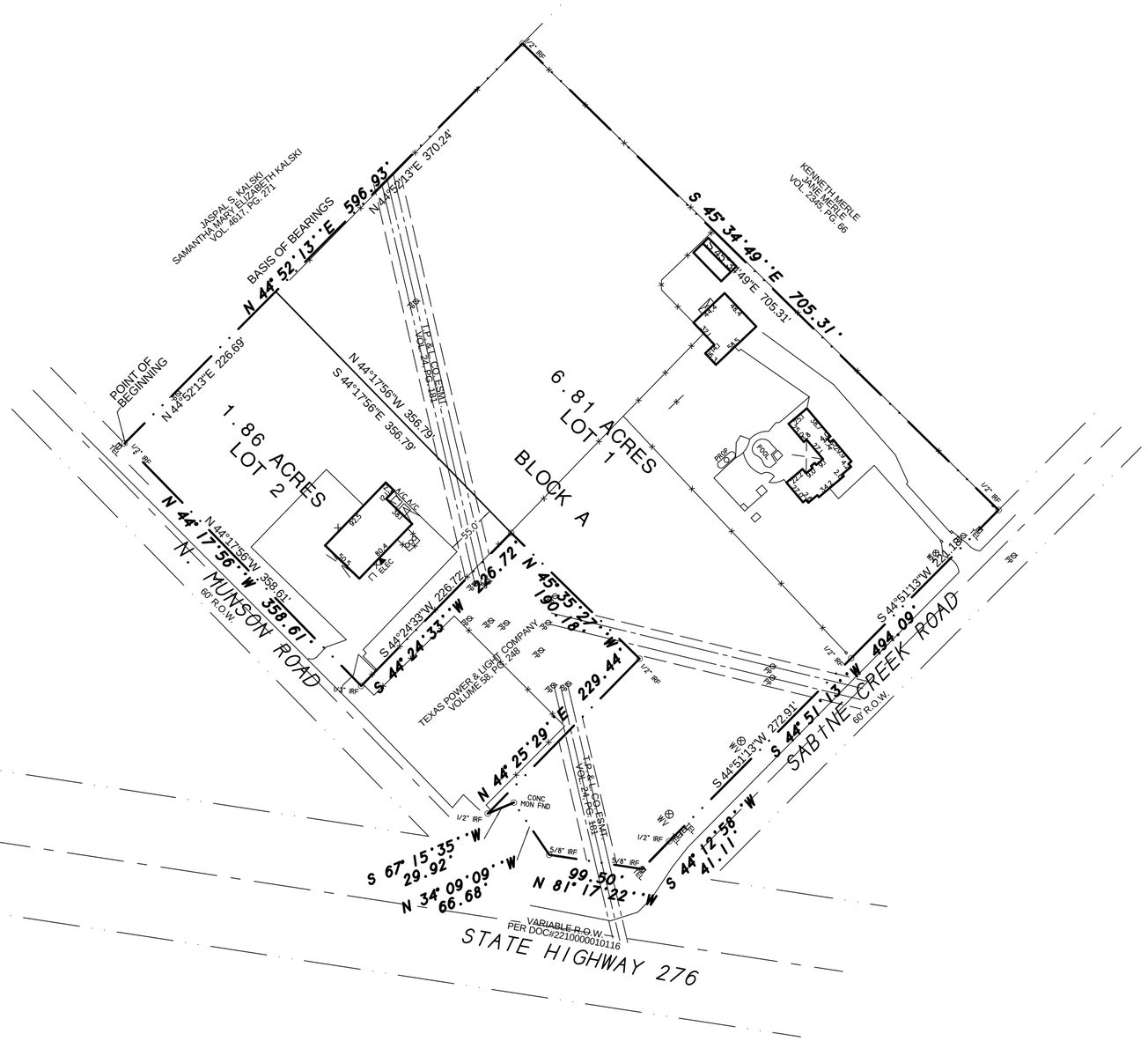
ROBERT MCMILLAN, JR.
My Notary ID # 126176804
Expires July 23, 2027

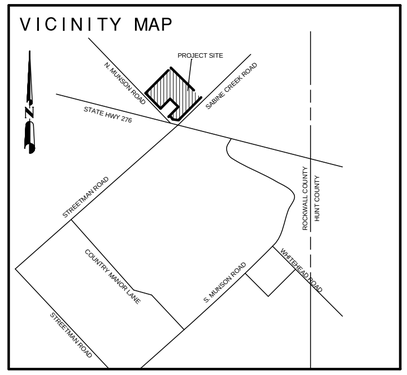
MY COMMISSION EXPIRES 7/23/27

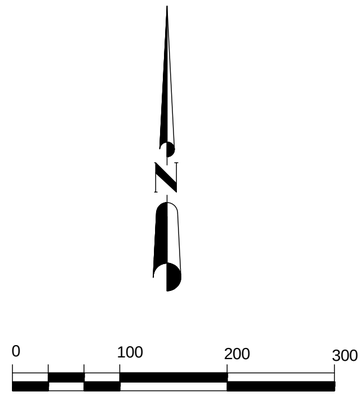



**City of Rockwall**
Planning & Zoning Department
385 S. Goliad Street
Rockwall, Texas 75087
(P): (972) 771-7745
(W): www.rockwall.com

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.




GRAPHIC SCALE 1"=100'

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."

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 1 OF 2

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

SURVEY DATE JUNE 10, 2025
SCALE 1" = 100' FILE # 20250063-FP
CLIENT SWEAT

CITY CASE NO. P2025-

OWNER'S CERTIFICATE
(Public Dedication)

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-way line of N, Munson Road;

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 for corner at the north corner of same;

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 found for corner;

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 corner;

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;

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

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

3. The City of Rockwall will not be responsible for any claims of any nature resulting from or 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.

5. 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 day personally appeared Wendall Sweat, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this _____day of _____, 2025.

_____
Notary Public

STATE OF TEXAS
COUNTY OF ROCKWALL

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

Given upon my hand and seal of office this _____day of _____, 2025.

_____
Notary Public

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 and foregoing subdivision plat of LOTS 1 & 2, BLOCK A, SWEAT ADDITION, an addition to the City of Rockwall, Texas, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the ___ day of _____ ,_____.

_____ _____
Mayor of City of Rockwall Planning and Zoning Commission Chairman

_____ _____
City Secretary City Engineer

STATE OF TEXAS
COUNTY OF ROCKWALL

RECOMMENDED FOR FINAL APPROVAL

I, Frank New, County Judge of Rockwall County, Texas, do hereby certify that the foregoing plat was approved and accepted by the Commissioner's Court of Rockwall County on the _____ day of _____, 2025 as shown of record in the Minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE IN ROCKWALL COUNTY, TEXAS, this the _____ day of _____, 2025.

_____
Frank New
Rockwall County Judge

ATTEST:

_____

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

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

SURVEY DATE JUNE 10, 2025
SCALE 1" = 100' FILE # 20250063-FP
CLIENT SWEAT

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.

Child's Play
Parks & Playgrounds
10661 Shady Trail Dallas, TX 75220
972-484-0600

| ADDRESS | SHIP TO |
|---|---|
| Travis Sales<br>City of Rockwall<br>385 S. Goliad<br>Rockwall, TX 75087 | Travis Sales<br>City of Rockwall<br>1600 Airport Blvd.<br>Rockwall, TX 75087 |

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

**PROJECT**
The Park at Fox Chase PG R1

**SALES REP**
SA

| DESCRIPTION | QTY | PRICE EACH | AMOUNT |
|---|---|---|---|
| **BCISNucleus**<br>Custom Nucleus Series Playground Structure<br>NU-3546 | 1 | 40,077.00 | 40,077.00T |
| **BCI550-0201**<br>5" Single Post Swing<br>With Add-on Bay, Tot seat, 2 Belt seats, and Freedom Seat (550-0202) | 1 | 4,186.00 | 4,186.00T |
| **BCI560-0520**<br>RopeVenture Vertex | 1 | 20,273.00 | 20,273.00T |
| **BCI560-2624**<br>MOVMT Xtreme | 1 | 17,100.00 | 17,100.00T |
| **BCI560-0073**<br>Nido Spinner | 1 | 3,825.00 | 3,825.00T |
| **BCI470-0971**<br>Serenity Spot Primary | 1 | 4,703.00 | 4,703.00T |
| **Freight**<br>Freight | 1 | 4,200.00 | 4,200.00T |
| **Installation**<br>Professional Turn-Key Installation of Playground Equipment | 1 | 30,636.00 | 30,636.00 |
| **Buyboard**<br>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 | 0.00 |
| 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.

Child's Play
Parks & Playgrounds
10661 Shady Trail Dallas, TX 75220
972-484-0600

| ADDRESS |
| --- |
| Travis Sales<br>City of Rockwall<br>385 S. Goliad<br>Rockwall, TX 75087 |

| SHIP TO |
| --- |
| Travis Sales<br>City of Rockwall<br>1600 Airport Blvd.<br>Rockwall, TX 75087 |

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

**PROJECT**
Harry Myers 16x16 Shade

**SALES REP**
SA

| DESCRIPTION | QTY | PRICE EACH | AMOUNT |
| --- | --- | --- | --- |
| **SPShade**<br>Shade Canopy- 16x16x12<br>Single Post Cantilever | 4 | 6,829.00 | 27,316.00T |
| **InstallSC**<br>Shade Canopy Pier Drilling, Re-Bar Cages, Concrete, Dirt Haul Off & Installation of Canopy Posts & Top | 1 | 16,692.00 | 16,692.00 |
| **Freight**<br>Freight | 1 | 250.00 | 250.00T |
| **Buyboard**<br>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 | 44,258.00 |
| TAX | 0.00 |
| TOTAL | **$44,258.00** |

Accepted By

Accepted Date

Child's Play
Parks & Playgrounds
10661 Shady Trail Dallas, TX 75220
972-484-0600

| ADDRESS |
| --- |
| Travis Sales<br>City of Rockwall<br>385 S. Goliad<br>Rockwall, TX 75087 |

| SHIP TO |
| --- |
| Travis Sales<br>City of Rockwall<br>1600 Airport Blvd.<br>Rockwall, TX 75087 |

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

**PROJECT**
Harry Myers Benches

**SALES REP**
SA

| DESCRIPTION | QTY | PRICE EACH | AMOUNT |
| --- | --- | --- | --- |
| **BCI580-1439**<br>6' Studio Collection Bench - Surface Mount | 3 | 1,472.50 | 4,417.50T |
| **Freight**<br>Freight | 1 | 607.00 | 607.00T |
| **Installation**<br>Professional Turn-Key Installation of Park Equipment | 1 | 300.00 | 300.00 |
| **Buyboard**<br>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

Child's Play
Parks & Playgrounds
10661 Shady Trail Dallas, TX 75220
972-484-0600

| ADDRESS | SHIP TO |
|---|---|
| Travis Sales<br>City of Rockwall<br>385 S. Goliad<br>Rockwall, TX 75087 | Travis Sales<br>City of Rockwall<br>1600 Airport Blvd.<br>Rockwall, TX 75087 |

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

**PROJECT**
Harry Myers Turf

**SALES REP**
SA

| DESCRIPTION | QTY | PRICE EACH | AMOUNT |
|---|---|---|---|
| **Artificial Turf System**<br>Color Artificial Turf, Tape & Glue, Infill Sand, Freight, & Installation | 1,622 | 7.50 | 12,165.00T |
| **SGI-Hopscotch**<br>Hopscotch Turf | 4 | 525.00 | 2,100.00T |
| **Installation**<br>Professional Turn-Key Installation of Turf system | 4 | 95.00 | 380.00 |
| **Buyboard**<br>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 Preparation Task:** | **Meetings:** |
|---|---|
| • 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.

B. 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:

1. 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.
6. 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<br>*Lump Sum Fee* | $ 7,500.00 | |
| Task Two: Schematic Design<br>*Lump Sum Fee* | $16,500.00 | |
| Task Three: TxDot Green Ribbon Grant Submittal<br>*Lump Sum Fee* | $ 8,500.00 | |
| Reimbursable Expenses for Stage 1<br>*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<br>*Lump Sum Fee* | $19,100.00 | |
| Task Five: Landscape Construction Documents<br>*Lump Sum Fee* | $26,750.00 | |
| Task Six: TxDot P, S, & E Submittal Process<br>*Lump Sum Fee* | $11,475.00 | |
| Task Seven: Bidding and Negotiation Assistance<br>*Lump Sum Fee* | $ 3,825.00 | |
| Task Eight: Contract Administration/ Construction Observation<br>*Lump Sum Fee* | $15,300.00 | |
| Reimbursable Expenses for Stage 2<br>*Not to Exceed* | $ 6,125.00 | |
| Task Nine: Hand Drawn Illustrative and Presentation Graphics (Optional Service)<br>*Lump Sum Fee* | | T.B.D |
| Task Ten: Computer Modeling \| Animated Graphics and Presentations (Optional Service)<br>*Lump Sum Fee* | | 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 | $175.00 |
| 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
   l. 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
j. Travel expenses outside of Dallas such as airfare and lodging
k. Other products and services requested by the Client and not specifically described herein.
l. 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.

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.

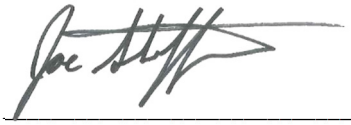
27. MESA shall retain ownership of all reports, drawings, plans, specifications, electronic files, videos, field data, notes and other documents and instruments prepared by MESA as instruments of service. MESA shall retain all common law, statutory and other reserved rights, including without limitation, 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,

MESA Design Associates, Inc.

Stan R. Cowan
Senior Principal



Joe Steffes, ASLA
Principal

Note: Please return a signed copy to MESA.

Acceptance of Proposal and Contract Terms and Conditions:
City of Rockwall, TX

By: _____
Authorized Representative

_____
Date

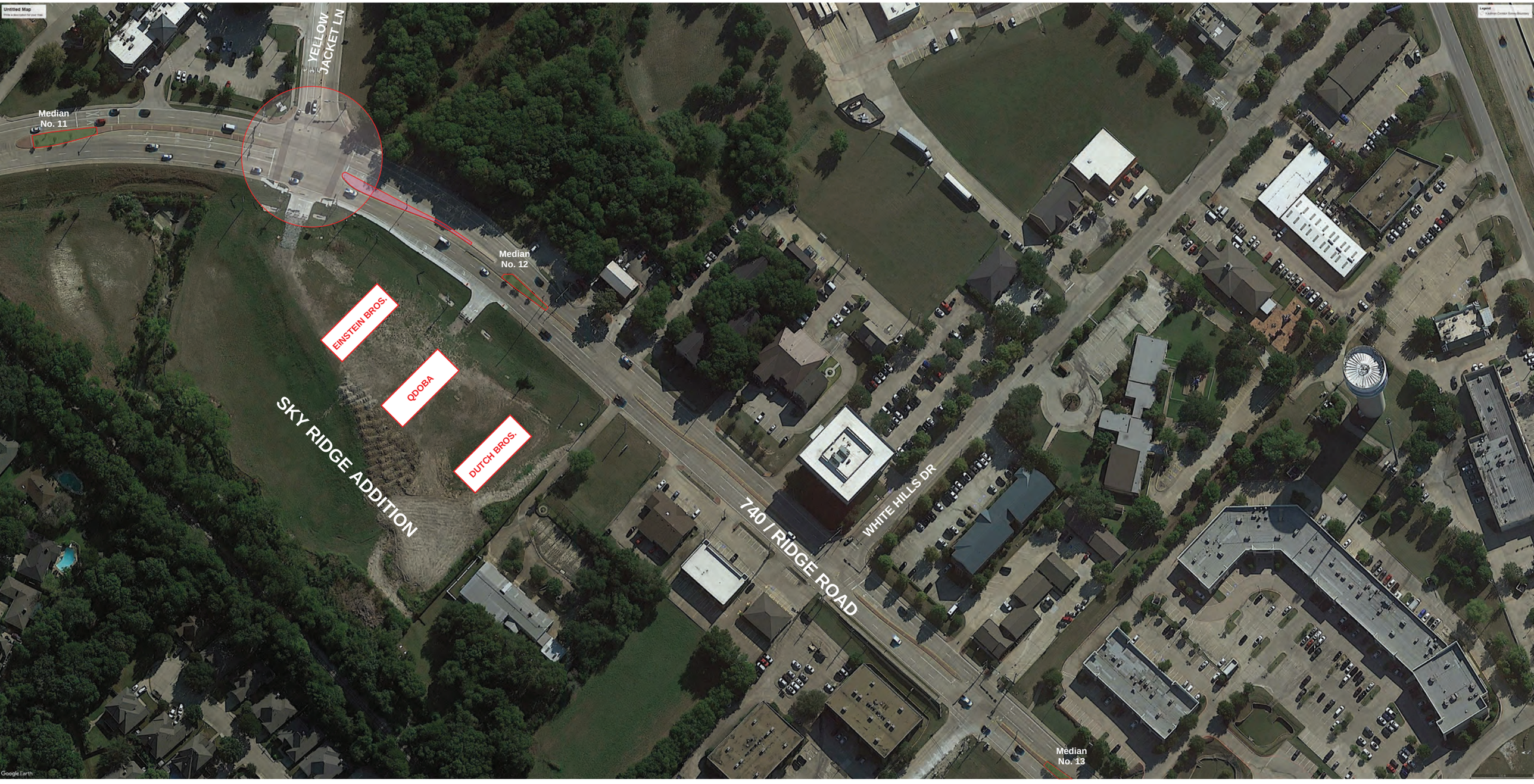
**EXHIBIT C:**
**Limit of Work – Stage 1**

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

Untitled Map
Legend
GOLIAD ST
EMMA JANE ST
RIDGE ROAD
CENTER
State of TX
LAND
R.O.W.
R.O.W.
740 / RIDGE ROAD
Median
No. 01
Median
No. 02
SUMMIT
RIDGE DR
Google Earth

Untitled Map
Legend
LAKEVIEW APARTMENTS
ROCKWALL COMMON
Median No. 02
Median No. 03
Median No. 04
Median No. 05
Median No. 06
Median No. 07
740 / RIDGE ROAD
Google Earth

Untitled Map
Railroad Tank
Median
No. 07
Median
No. 08
Median
No. 09
Median
No. 10
Median
No. 11
740 / RIDGE ROAD
LAKEDALE DR
LAKESHORE DR
YELLOW JACKET LN
Google Earth


Untitled Map
Median No. 11
YELLOW JACKET LN
Median No. 12
EINSTEIN BROS.
QDOBA
DUTCH BROS.
SKY RIDGE ADDITION
740 / RIDGE ROAD
WHITE HILLS DR
Median No. 13
Google Earth

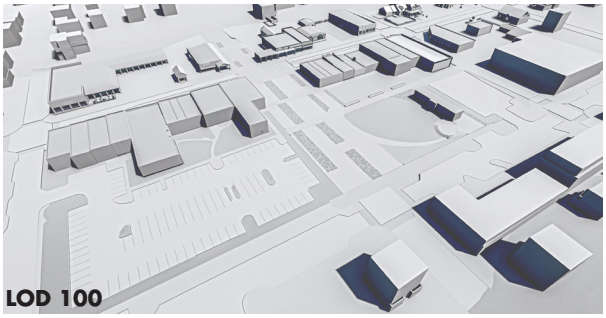
Untitled Map
Median
No. 13
TURTLE COVE BLVD
VIGOR WAY
I-30 FRONTAGE
740 / RIDGE ROAD
LA JOLLA POINTE DR
Google Earth

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

**(See following page for the 3D Modeling Guide)**

# COMPUTER GENERATED 3D MODELING
LEVEL OF DESIGN (LOD) GUIDE






## SCHEMATIC DESIGN ALTERNATIVES

### LOD 100

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

### LOD 250

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

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

### LOD 275

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

### LOD 325

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

### LOD 375

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

**GENERAL NOTES**:

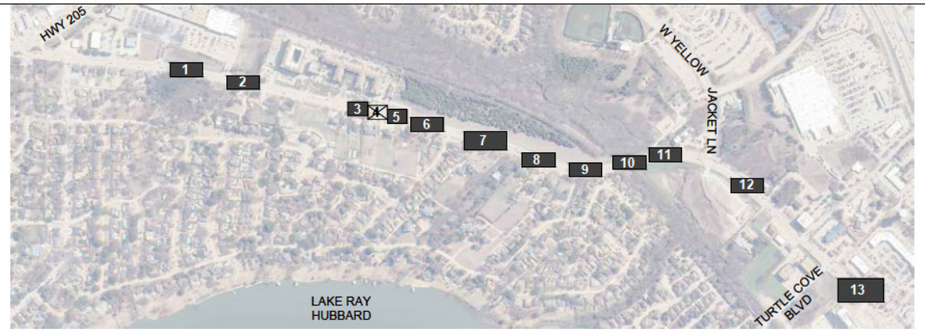
1. All 3D models (including the resultant still images and videos) and the design shown are the property of MESA Design Associates, known also as MESA.
   **The reproduction, copying, or use of this drawing without written consent of MESA is prohibited and any infringement will be subject to action. © Copyright 2021 MESA*
2. 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)**

**LEGEND**

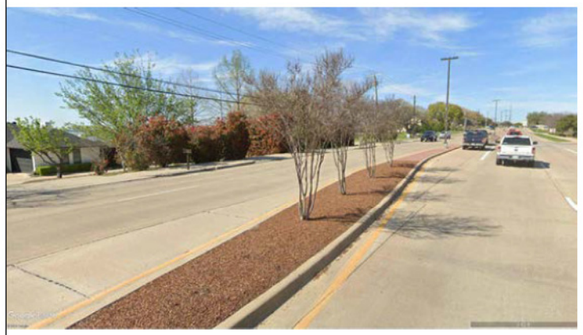
- OUT OF DESIGN SCOPE
- MEDIAN INCLUDED IN SCOPE OF SERVICES




KEY MAP

1 MEDIAN INCLUDED IN SCOPE OF SERVICES

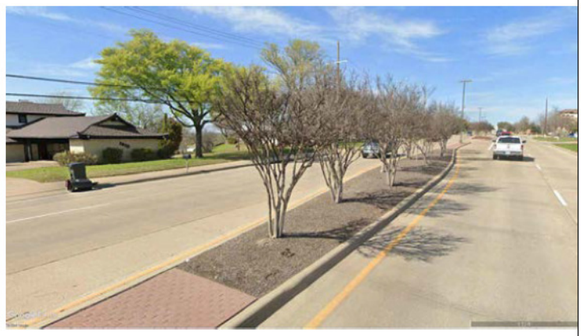
2 MEDIAN INCLUDED IN SCOPE OF SERVICES



3 MEDIAN INCLUDED IN SCOPE OF SERVICES

4 MEDIAN OUT OF DESIGN SCOPE

5 MEDIAN INCLUDED IN SCOPE OF SERVICES

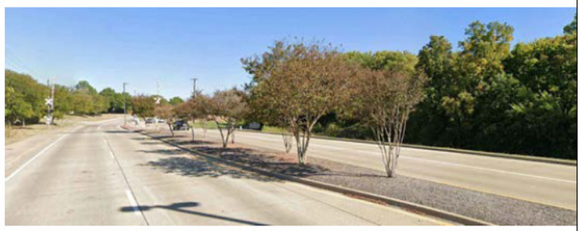


6 MEDIAN INCLUDED IN SCOPE OF SERVICES

7 MEDIAN INCLUDED IN SCOPE OF SERVICES

8 MEDIAN INCLUDED IN SCOPE OF SERVICES

9 MEDIAN INCLUDED IN SCOPE OF SERVICES



10 MEDIAN INCLUDED IN SCOPE OF SERVICES

11 MEDIAN INCLUDED IN SCOPE OF SERVICES

12 MEDIAN INCLUDED IN SCOPE OF SERVICES

13 MEDIAN INCLUDED IN SCOPE OF SERVICES

| | Date | Description |
|---|---|---|
| | | |
| | | |
| | | |

Signature of Registrant & Date

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

ROCKWALL FM 740
STREETSCAPE IMPROVEMENTS

City of Rockwall
The New Horizon

MESA
2001 North Lamar St,
Suite 100
Dallas, Texas 75202
214.871.0568 tel
214.871.1507 fax
mesadesigngroup.com

Texas Department of Transportation
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## DESIGN SCOPE

| | | | | |
|---|---|---|---|---|
| DESIGN | FED.RD. DIV.NO. | STATE PROJECT NO. | | HIGHWAY NO. |
| | 6 | | | FM 740 |
| GRAPHICS | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | 18 | ROCKWALL | L0.37 |
| CHECK | CONTROL | SECTION | JOB | |
| | 1014 | 03 | 063 | |

# PROPOSED MEDIAN DESIGN STUDY MODEL

City of Rockwall, TX

City of Rockwall
*The New Horizon*

MESA

**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.**

# 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 Preparation Task:** | **Meetings:** |
|---|---|
| • 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.

B. 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**

City of Rockwall
*The New Horizon*

# MEMORANDUM

ROCKWALL FIRE

**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 First Due receives from users of the Service who present valid Credentials 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 | 60 minutes from receipt of initial notice from the Customer, or discovery, of the error | 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 discovery, of the error | Customer, or discovery, of the error | the Customer, or 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** _____ (Yes/No)
       If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. **Purchase Order Required** _____ (Yes/No)
If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

**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., THROUGH ITS WHOLLY-OWNED SUBSIDIARY LOCALITY MEDIA, LLC DBA FIRST DUE** | **Rockwall Fire Department** |
| By: _____ (Signature) | By: _____ (Signature) |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

# Exhibit A
# Quote

| | | | |
|---|---|---|---|
| **Customer Name:** | Rockwall Fire Department | **Quote Number:** | 1545132000447188025 |
| **Billing Address:** | 385 S Goliad St<br>Rockwall, TX 75087 | **Prepared By:** | Rachael Landman |
| | | **Valid Until:** | December 31, 2025 |
| **Subscription Start:** | September 30, 2025 | | |
| **Initial Term:** | 12 months | | |
| **Annual Subscription:** | $35,766.00 | | |

| **Product Details** |
|---|
| **Occupancy Management & Pre-Incident Planning**<br>Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts. |
| **Responder**<br>Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing. |
| **Hydrant Management – Advanced**<br>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**<br>Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning. |
| **Investigations**<br>Organize, analyze, and document investigations, keeping case information secure and separated from, but integrated with other modules. |
| **Incident Reporting – NFIRS**<br>NFIRS Incident Documentation, State and Federal Compliance with automated submission. |
| **Scheduling**<br>Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades. |
| **Personnel Management**<br>Store, Manage and Access Employee Records including demographic data, certifications and employment information. |
| **Advanced Training Records with Content**<br>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**<br>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<br>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**<br>Create Events, View Global Activity Log, and Access Global Calendar. |

| | |
|---|---|
| **Assets & Inventory**<br>Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management. | |
| **Fire Data Bundle Advanced Analytics**<br>Includes access to First Due's pre-built "Fire Accreditation" and "Response Time Analysis" reports and dashboards. | |
| **SSO Integration**<br>Connection to supported SSO platform (Microsoft Azure, Microsoft Active Directory Federated Services, Okta or IAMS). | |
| **CAD Integration (Other)**<br>Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API. | |
| **Essentials Online Training Package**<br>Up to 4 Hours Online Training with certified First Due Instructor | |
| **Essentials Onsite Training Package**<br>Up to 5 Day Onsite Training with 1 certified First Due Instructor | |
| **Implementation and Configuration Services**<br>Services related to configuring and customizing the First Due Platform as described in the Statement of Work. | |
| One-Time Fees Subtotal | $ 16,800.00 |
| Subscription Fees Subtotal | $ 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").

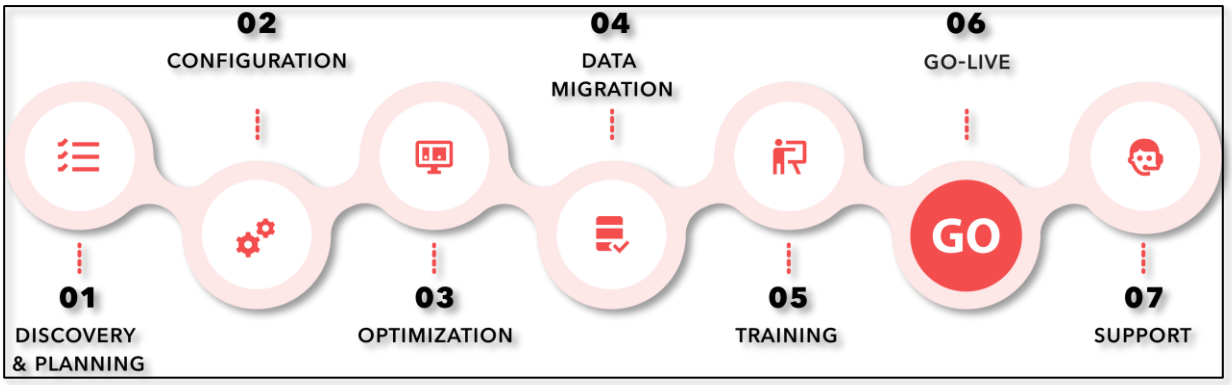
## 1.2 Scope

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 on-track.

- **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**: support@firstdue.com
- **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 online Support Center. 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.

FIRE ENGINEERING • TRAINING •

## 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.

9. **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.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

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 business/disregarded entity's name on line 2.)
First Due Holdings, Inc.

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.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

**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) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

*(Applies to accounts maintained outside the United States.)*

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 ☐

5 Address (number, street, and apt. or suite no.). See instructions.
3071 Orange Street

Requester's name and address (optional)

6 City, state, and ZIP code
Miami, FL 33133

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
___ – ___ – ____

**or**

**Employer identification number**
39 – 2725802

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
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 exempt from FATCA reporting is correct.

**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, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** Alyssa Jorgensen **Date** 07/25/2025

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

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 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

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)

City of Rockwall

# 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***

| Department | Vehicle | Budget | Cost | Funding | Vendor |
|---|---|---|---|---|---|
| Police Patrol | Vehicles (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

# CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

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

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **DATE:** | 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 *Specific Use Permit (SUP)* 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.

## 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.

*MAP 1: LOCATION MAP*
*YELLOW: SUBJECT PROPERTY*

## 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 i*s 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 *Specific Use Permit (SUP)* 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 *Specific Use Permit (SUP)* 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

*STAFF USE ONLY*
PLANNING & ZONING CASE NO.

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

DIRECTOR OF PLANNING:

CITY ENGINEER:

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

***PLATTING APPLICATION FEES:***
- ☐ MASTER PLAT ($100.00 + $15.00 ACRE) [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:***
- ☐ SITE PLAN ($250.00 + $20.00 ACRE) [1]
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN ($100.00)

***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 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 INFORMATION [PLEASE PRINT]

| | | | | | |
|---|---|---|---|---|---|
| ADDRESS | 2071 Summer Lee Drive, Suite R 103, Rockwall, TX 75032 | | | | |
| SUBDIVISION | Harbor - Rockwall The | LOT | 8 | BLOCK | A |
| GENERAL LOCATION | HARBOR - ROCKWALL, THE, BLOCK A, LOT 8, ACRES 12.894, (REPLAT 2017) | | | | |

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

| | | | |
|---|---|---|---|
| CURRENT ZONING | PD-7 | CURRENT USE | |
| PROPOSED ZONING | | PROPOSED USE | Amusement Arcade Business |
| ACREAGE | 12.89 | LOTS [CURRENT] | LOTS [PROPOSED] |

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

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

| | | | |
|---|---|---|---|
| ☒ OWNER | PA Harbor Retail, LLC | ☒ APPLICANT | Joyful Claw, LLC |
| CONTACT PERSON | Jeff Carter | CONTACT PERSON | Sairong Cheng |
| ADDRESS | [redacted] | ADDRESS | [redacted] |
| CITY, STATE & ZIP | | CITY, STATE & ZIP | |
| PHONE | | PHONE | |
| E-MAIL | | E-MAIL | |

## NOTARY VERIFICATION [REQUIRED]

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

*"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF $ 225.00, TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 8th DAY OF September, 2025. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."*

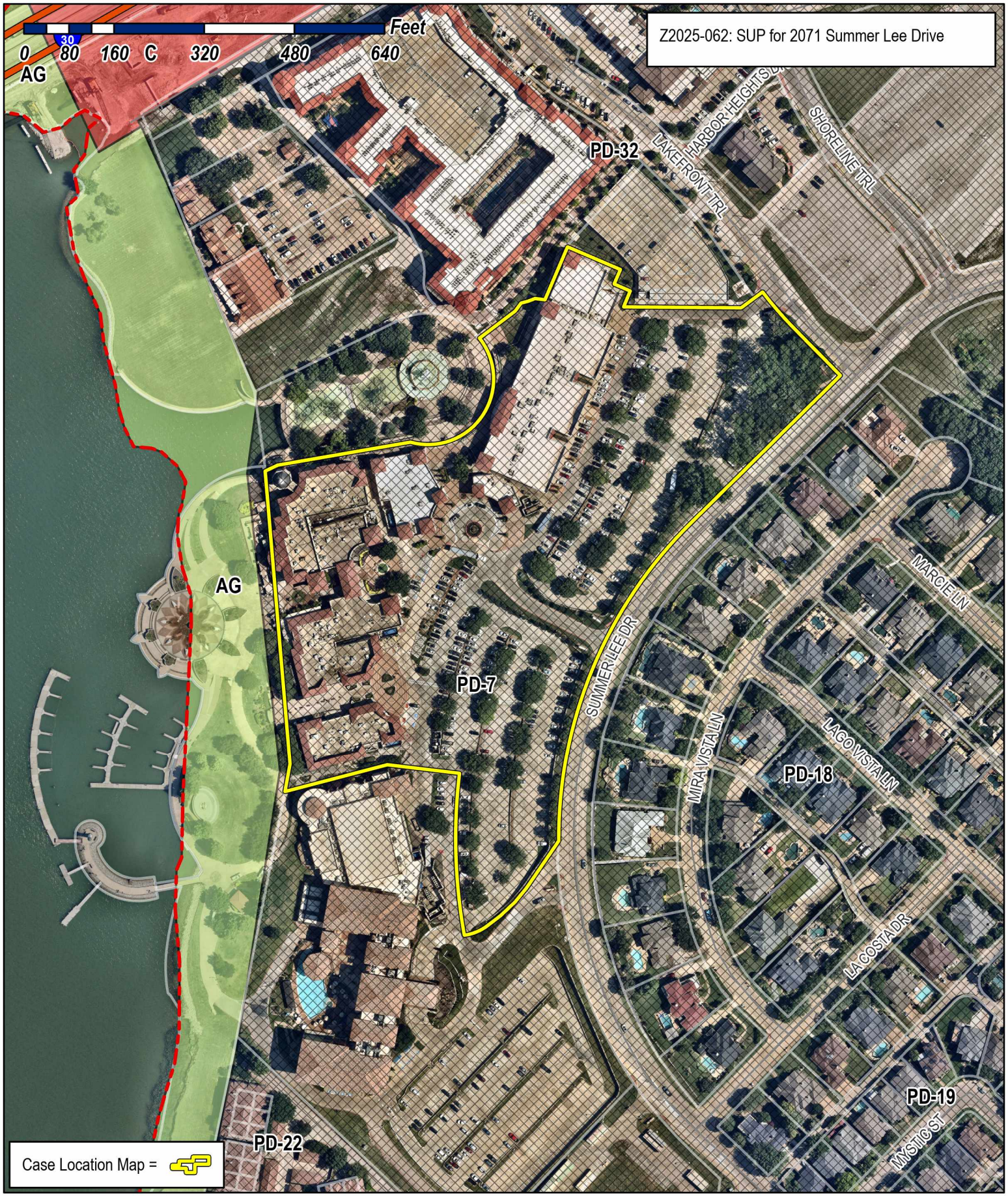
*GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 8th DAY OF September, 2025.*

YESENIA SILVESTRE
Notary ID #131578988
My Commission Expires
June 18, 2028

*OWNER'S SIGNATURE*

*NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS* Yesenia Silvestre

*MY COMMISSION EXPIRES* June 18, 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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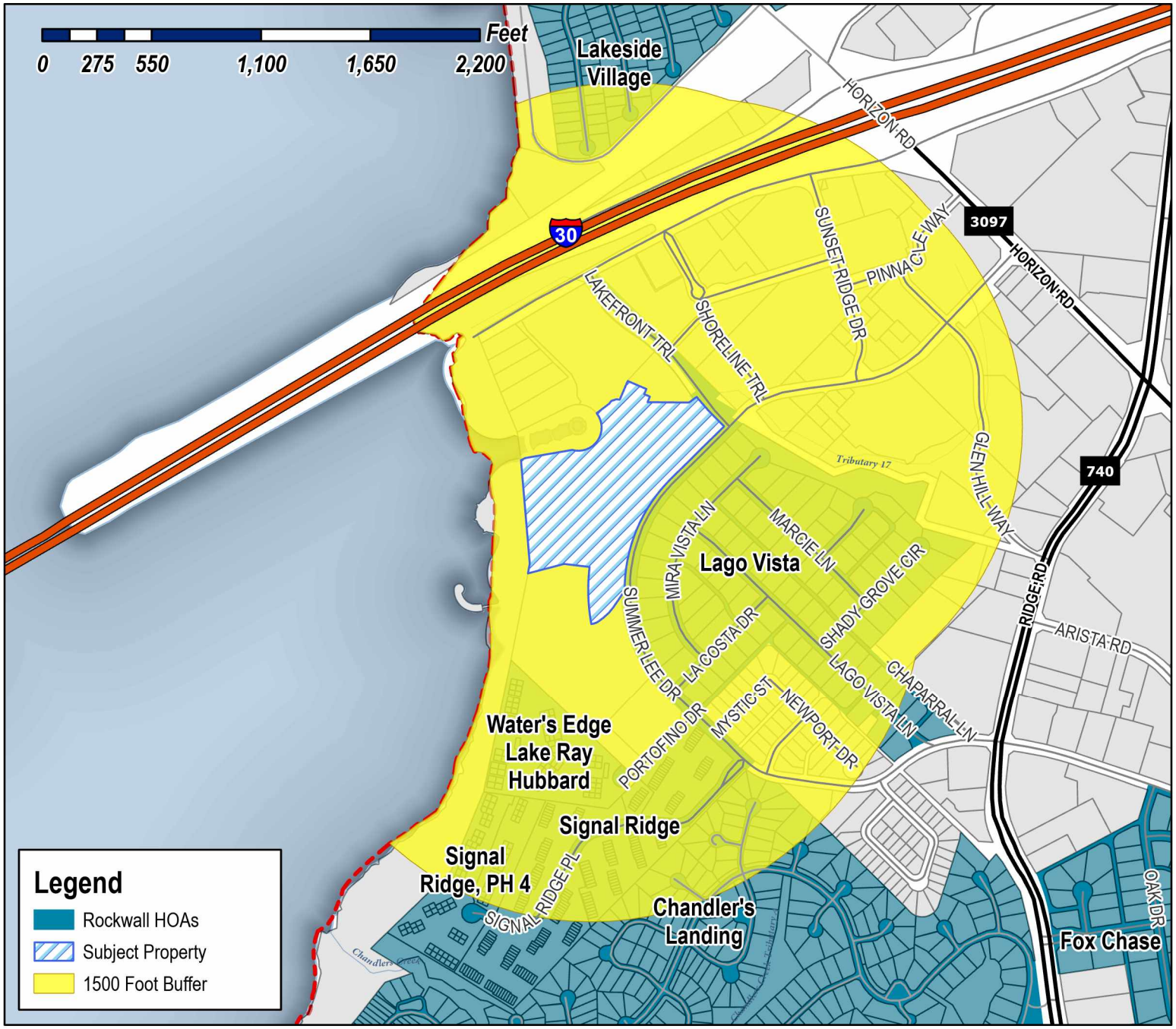
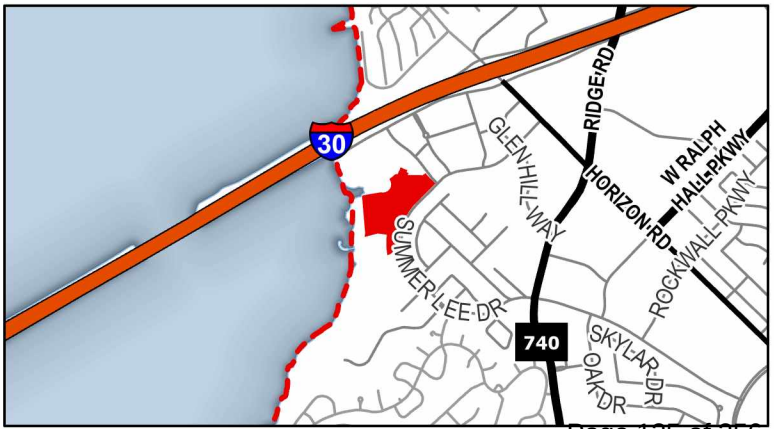



**Case Number:** Z2025-062
**Case Name:** SUP for 2071 Summer Lee Drive
**Case Type:** Zoning
**Zoning:** Planned Development 7 (PD-7) District
**Case Address:** 2071 Summer Lee Drive




**Date Saved: 9/10/2025**
For Questions on this Case Call (972) 771-7745

| | |
|---|---|
| **From:** | Zavala, Melanie |
| **Cc:** | Miller, Ryan; Lee, Henry; Ross, Bethany |
| **Subject:** | Neighborhood Notification Program [Z2025-062] |
| **Date:** | Wednesday, September 17, 2025 11:18:05 AM |
| **Attachments:** | Public Notice (9.16.2025).pdf<br>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 Specific Use Permit (SUP) 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

# City of Rockwall

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

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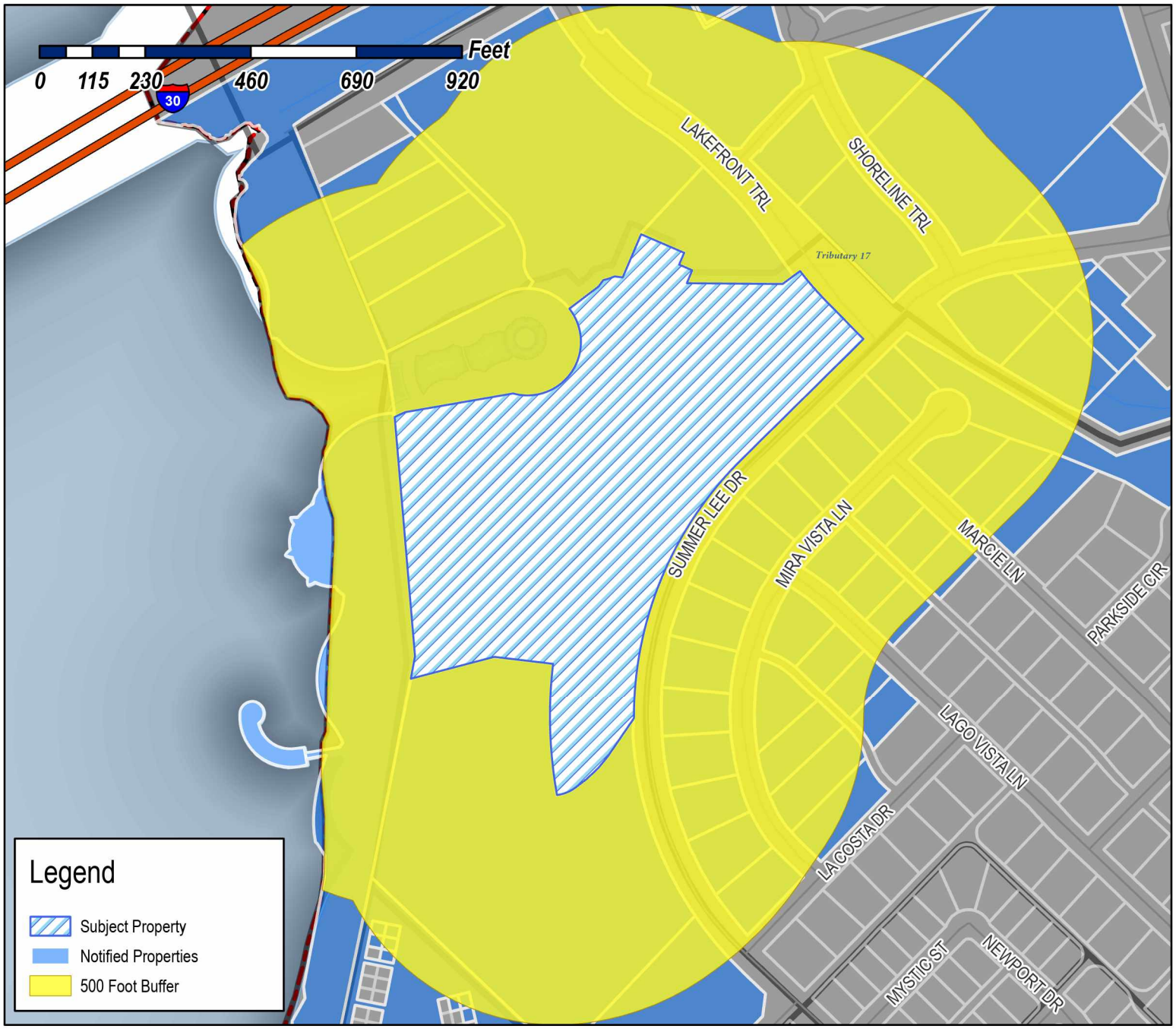



**Case Number:** Z2025-062
**Case Name:** SUP for 2071 Summer Lee Drive
**Case Type:** Zoning
**Zoning:** Planned Development 7 (PD-7) District
**Case Address:** 2071 Summer Lee Drive

**Date Saved: 9/10/2025**
For Questions on this Case Call: (972) 771-7745

RESIDENT
1995SUMMER LEEDR
ROCKWALL, TX 75087

HARVILLE BRET
2003 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
201EI30
ROCKWALL, TX 75087

ARKOMA REALTY LTD
A TEXAS LTD PARTNERSHIP
203 E INTERSTATE 30
ROCKWALL, TX 75087

ARKOMA REALTY LTD
A TEXAS LTD PARTNERSHIP
203 E INTERSTATE 30
ROCKWALL, TX 75087

RESIDENT
203EI30
ROCKWALL, TX 75087

CITY OF ROCKWALL
205 W RUSK ST
ROCKWALL, TX 75087

RESIDENT
2055SUMMER LEEDR
ROCKWALL, TX 75087

RESIDENT
2057SUMMER LEDR
ROCKWALL, TX 75087

RESIDENT
205I30
ROCKWALL, TX 75087

BUSTILLO RAFAEL
2197 PORTOFINO DRIVE
ROCKWALL, TX 75032

TOMBLIN REGINALD WAYNE AND
MARIA EMILY MATHEWS
2201 PORTOFINO DR
ROCKWALL, TX 75032

MOORE PATRICIA
2203 PORTOFINO DRIVE
ROCKWALL, TX 75032

KURT PFLIEGER REVOCABLE TRUST
KURT LORING PFLIEGER - TRUSTEE
2208 PORTOFINO DR
ROCKWALL, TX 75032

EWING WENDY L
2212 PORTOFINO DR
ROCKWALL, TX 75032

KUBIT THOMAS MICHAEL & KIMBERLY D
2214 PORTOFINO DR
ROCKWALL, TX 75032

SARMIENTO FAMILY TRUST
REYNALDO DOMINGO SARMIENTO - TRUSTEE
2218 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2220PORTOFINODR
ROCKWALL, TX 75087

ROCKWALL LOT 3 OWNER LLC
255 Alhambra Cir Ste 760
Coral Gables, FL 33134

2055 SUMMER LEE ROCKWALL OWNER LLC
255 Alhambra Cir Ste 760
Coral Gables, FL 33134

RESIDENT
2600LAKEFRONTTRAIL
ROCKWALL, TX 75087

RESIDENT
2601LAKEFRONTTR
ROCKWALL, TX 75087

HARBOR LAKE POINTE INVESTORS LLC
2701 Sunset Ridge Dr Ste 607
Rockwall, TX 75032

101 HUBBARD DR LLC
2701 Sunset Ridge Dr Ste 610
Rockwall, TX 75032

THOMPSON GARY
2730 MIRA VISTA LN
ROCKWALL, TX 75032

MCKINNEY MARVIN
2738 MIRA VISTA LANE
ROCKWALL, TX 75032

KAPRANTZAS VICTORIA J AND
ROSALIE A CRACCHIOLO
2748 MIRA VISTA LANE
ROCKWALL, TX 75032

COOLIDGE JONATHAN S & CATHEY M
2756 MIRA VISTA LN
ROCKWALL, TX 75032

DOUGLAS JOETTA & ROY
2766 MIRA VISTA LN
ROCKWALL, TX 75032

BAILEY RICHARD A AND GENA B
2774 MIRA VISTA LN
ROCKWALL, TX 75032

TURNER KATHY BAIRD
2782 MIRA VISTA
ROCKWALL, TX 75032

RESIDENT
2782MIRA VISTALN
ROCKWALL, TX 75087

SIDEREAS BRENDON L ET UX
2790 MIRA VISTA LN
ROCKWALL, TX 75032

KIDD DAVID A AND MARY S SOTELO-KIDD
2800 MIRA VISTA LANE
ROCKWALL, TX 75032

RESIDENT
2800LAKEFRONTTRL
ROCKWALL, TX 75087

RESIDENT
2800MIRA VISTALN
ROCKWALL, TX 75087

YU JOHNNY & HAE SUK
2804 MARCIE LN
ROCKWALL, TX 75032

MILLER DARYL & CAMILLE STEARNS
2805 LAGO VISTA LN
ROCKWALL, TX 75032

VANHOV ENTERPRISES LLC
2805 MARCIE LANE
ROCKWALL, TX 75032

PRESTENBERG W JAY & PATSY R
2806 LAGO VISTA LN
ROCKWALL, TX 75032

POLGAR ROBERT PETER & MARLA
2807 MIRA VISTA LN
ROCKWALL, TX 75032

RESIDENT
2808MIRA VISTALN
ROCKWALL, TX 75087

BUTLER ROVON AND ROSALYN
2813 LAGO VISTA LN
ROCKWALL, TX 75032

CASSADY CHARLES P
2814 MARCIE LN
ROCKWALL, TX 75032

BENNETT CLIFF AND STELLA
2815 MARCIE LN
ROCKWALL, TX 75032

BRADFORD PATRICIA L
2816 LAGO VISTA LN
ROCKWALL, TX 75032

JOHNSTON MARK D AND LISA P
2818 MIRA VISTA LN
ROCKWALL, TX 75032

RESIDENT
2821LAGO VISTALN
ROCKWALL, TX 75087

FRY ROBIN KAY
2822 MARCIE LN
ROCKWALL, TX 75032

HOOD ANTOINE M & ROGUE N
2823 MIRA VISTA LN
ROCKWALL, TX 75032

NGUYEN LE MINHCHAU AND
BRYAN NGUYEN LE AND JESSICA NGUYEN LE
2824 LAGO VISTA LN
ROCKWALL, TX 75032

RESIDENT
2825MARCIELN
ROCKWALL, TX 75087

MCBANE JANET T AND
TRESA LEE MCBANE
2828 MIRA VISTA LN
ROCKWALL, TX 75032

TOLBERT MELISSA RENAE
2834 LAGO VISTA LANE
ROCKWALL, TX 75032

ROCHA GUADALUPE
2835 Mira Vista Ln
Rockwall, TX 75032

WOMBLE JOHN & GINGER
2836 MIRA VISTA LN
ROCKWALL, TX 75032

TAGGART FAMILY TRUST
MICHAEL JORDAN TAGGART & KELLY ANNE
TAGGART - TRUSTEES
2843 MIRA VISTA LN
ROCKWALL, TX 75032

SOLERO DANIEL J AND ANDREA
2844 MIRA VISTA LN
ROCKWALL, TX 75032

LAKE FRONT TRAIL LP
2850 Shoreline Trl Ste 200
Rockwall, TX 75032

TOP NOTCH LEASING LLC
2900 S Peachtree Rd
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

# PUBLIC NOTICE

CITY OF ROCKWALL
PLANNING AND ZONING DEPARTMENT
PHONE: (972) 771-7745
EMAIL: PLANNING@ROCKWALL.COM

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 Specific Use Permit (SUP) 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 *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*. 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. Z2025-062: 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:**
  - $5 = 5 tokens
  - $10 = 11 tokens
  - $20 = 23 tokens
  - $50 = 65 tokens
  - $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:
  - **Trade in plushies** for larger prizes (such as popular **Labubu** dolls), **or**
  - **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.

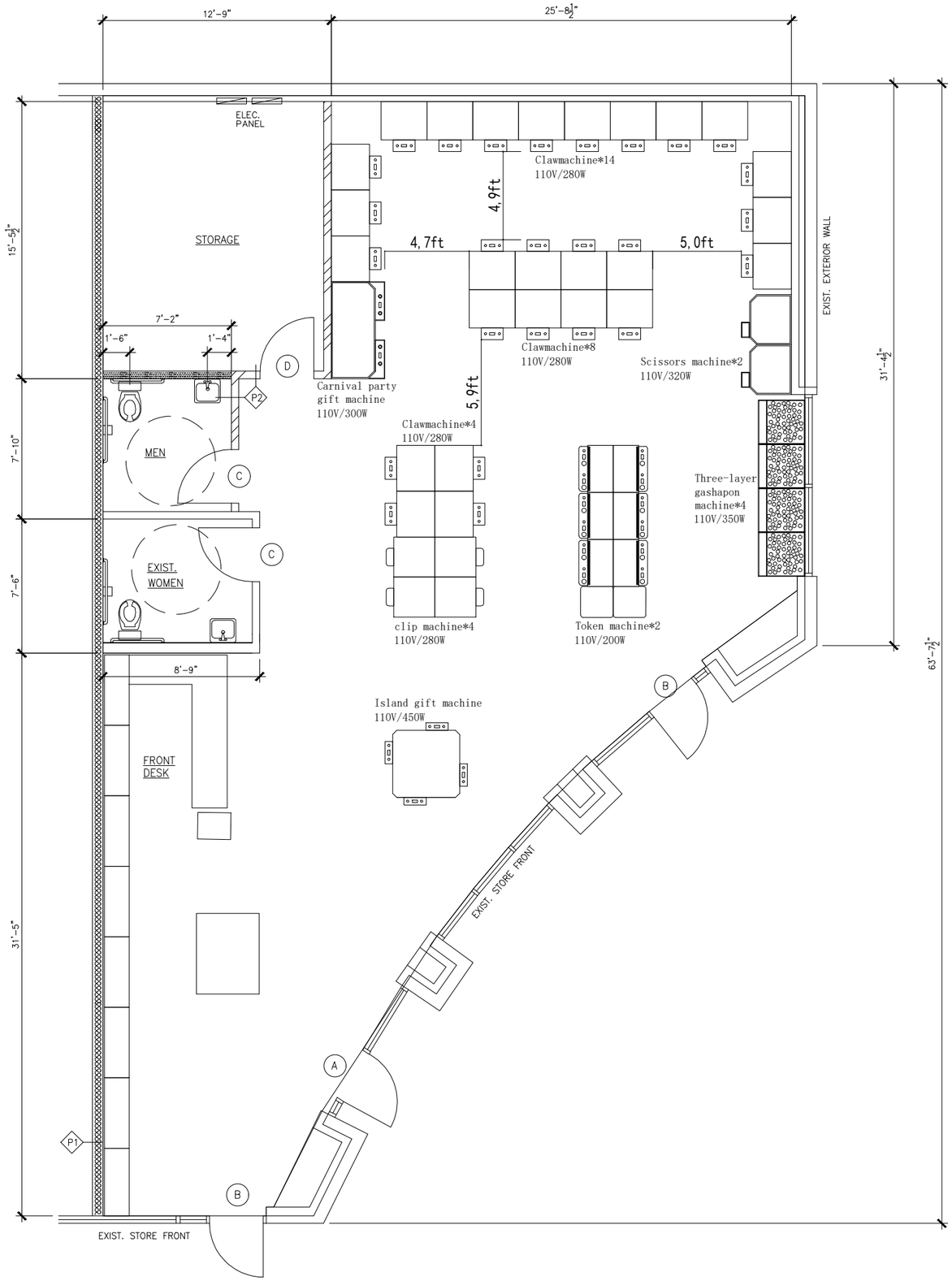
**Why this matters for The Harbor and Rockwall**

- **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


12'-9"
25'-8½"
ELEC. PANEL
Clawmachine*14
110V/280W
4,9ft
STORAGE
4,7ft
5,0ft
EXIST. EXTERIOR WALL
15'-5½"
7'-2"
1'-6"
1'-4"
D
P2
Carnival party gift machine
110V/300W
Clawmachine*8
110V/280W
Scissors machine*2
110V/320W
5,9ft
Clawmachine*4
110V/280W
31'-4½"
7'-10"
MEN
C
Three-layer gashapon machine*4
110V/350W
C
EXIST. WOMEN
7'-6"
clip machine*4
110V/280W
Token machine*2
110V/200W
63'-7½"
8'-9"
Island gift machine
110V/450W
B
FRONT DESK
EXIST. STORE FRONT
31'-5"
A
P1
B
EXIST. STORE FRONT

JOYFUL CLAW
ounter

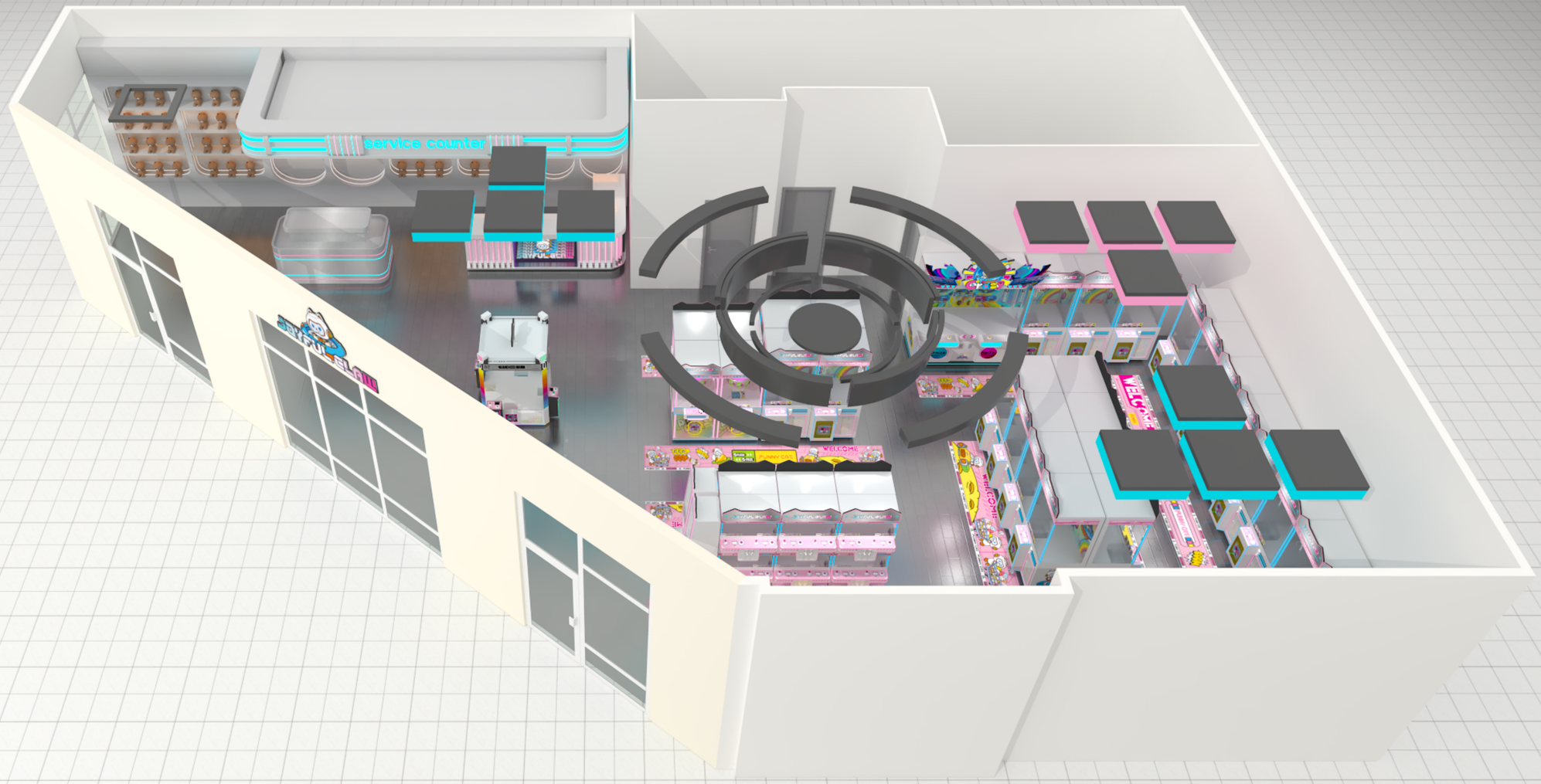
WELCOME
JOYFUL CLAW
01

service counter
WELCOME
WELCOME
WELCOME
JOYFUL CLAW

GOOD LUCK
JOYFUL CLAW!
LET'S GO
CLAW DEN
HAPPY GAMES
PRIZE OUT
FUNNY CAT
WELCOME

JOYFUL CLAW
HAPPY GAMES
GOOD LUCK
PRIZE OUT
WELCOME
FUNNY CAT

Crazy
JOYFUL CLAW
GOOD LUCK
HAPPY GAMES
NICE!
PRIZE
PRIZE OUT
WELCOME
FUNNY CAT


service counter
WELCOME

01 SITE PLAN
N.T.S.

05/25/2026

SI ARCHITECT
4846 WILLOWBEND BLVD.
Houston, Texas 77035
Phone 832.377.2874
E-Mail EDGAR@SI-CI.COM

PROJECT INFORMATION:

Joyful Claw
2071 Summer Lee Dr., Suite B103
Rockwall Texas 75032

PROJECT NO: 2527
DATE:
ISSUE
REVISIONS:

DRAWN BY:
PRINTED:

OWNERSHIP OF DOCUMENTS

Sheet:
SITE PLAN
A1.1

# 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 raves to markets and cake-decorating classes.

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 blinged out tennis-themed labubu dolls 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.

**CITY OF ROCKWALL**

**ORDINANCE NO. 25-XX**

**SPECIFIC USE PERMIT NO. S-3XX**

**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 PERMIT (SUP) TO ALLOW INDOOR COMMERCIAL 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 *Specific Use Permit (SUP)* for *Indoor Commercial 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, 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*



DRAFT
10.2.2025

*(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 futur*e -- 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*



DRAFT ORDINANCE 10.23.25

**ATTEST:**

_____
Kristy Teague, *City Secretary*

**APPROVED AS TO FORM:**

_____
Frank J. Garza, *City Attorney*

1st Reading: *October 20, 2025*

2nd Reading: *November 3, 2025*

DRAFT ORDINANCE 10.20.2025

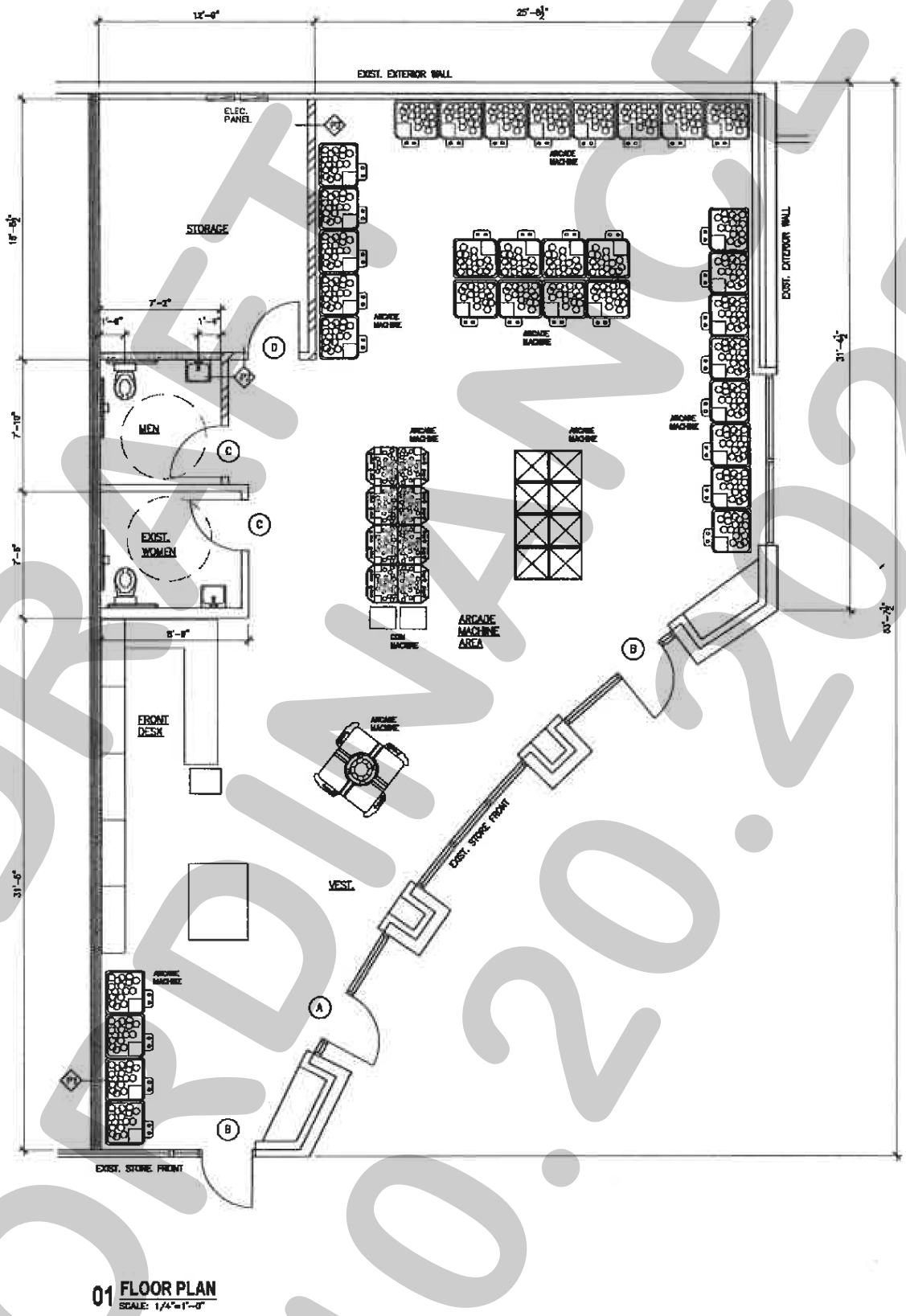
**Exhibit 'A'**
*Location Map*

*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.

**Exhibit 'B':**
*Floor Plan*




01 FLOOR PLAN
SCALE: 1/4"=1'-0"

DRAFT ORDINANCE 10.20.2025

# CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

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

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **DATE:** | 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 *Specific Use Permit (SUP)* 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 *Specific Use Permit (SUP)* 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.

*West*: 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 *Specific Use Permit (SUP)* 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 *Specific Use Permit (SUP)* ordinance and which are detailed as follows:

(a) Development of the *Subject Property* shall generally conform to the *Residential Plot Plan* 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 *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 a *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**
**PLANNING & ZONING CASE NO.**

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

**DIRECTOR OF PLANNING:**
**CITY ENGINEER:**

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

***PLATTING APPLICATION FEES:***
- ☐ MASTER PLAT ($100.00 + $15.00 ACRE) [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:***
- ☐ SITE PLAN ($250.00 + $20.00 ACRE) [1]
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN ($100.00)

***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 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 INFORMATION [PLEASE PRINT]

| | | | | | |
|---|---|---|---|---|---|
| ADDRESS | 902 Aluminum Plant Rd Rockwall, Tx 75087 | | | | |
| SUBDIVISION | | LOT | | BLOCK | |
| GENERAL LOCATION | | | | | |

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

| | | | | | |
|---|---|---|---|---|---|
| CURRENT ZONING | | CURRENT USE | | | |
| PROPOSED ZONING | | PROPOSED USE | | | |
| ACREAGE | | LOTS [CURRENT] | | LOTS [PROPOSED] | |

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

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

| | | | |
|---|---|---|---|
| ☑ OWNER | | ☐ APPLICANT | |
| CONTACT PERSON | TJ Mutcherson | CONTACT PERSON | |
| ADDRESS | [redacted] | ADDRESS | |
| CITY, STATE & ZIP | [redacted] | CITY, STATE & ZIP | |
| PHONE | [redacted] | PHONE | |
| E-MAIL | [redacted] | E-MAIL | |

## NOTARY VERIFICATION [REQUIRED]

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

*"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF $ 225, TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 10th DAY OF September, 2025. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."*

*GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 10th DAY OF September, 2025.*

*OWNER'S SIGNATURE*

*NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS* Nehemias Estrada Castro

NOTARY PUBLIC STATE OF TEXAS
~~NEHEMIAS ESTRADA CASTRO~~
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-26-26
Notary ID # 13378409-2

*MY COMMISSION EXPIRES* 05-26-2026

**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.

# City of Rockwall

Planning & Zoning Department
385 S. Goliad Street
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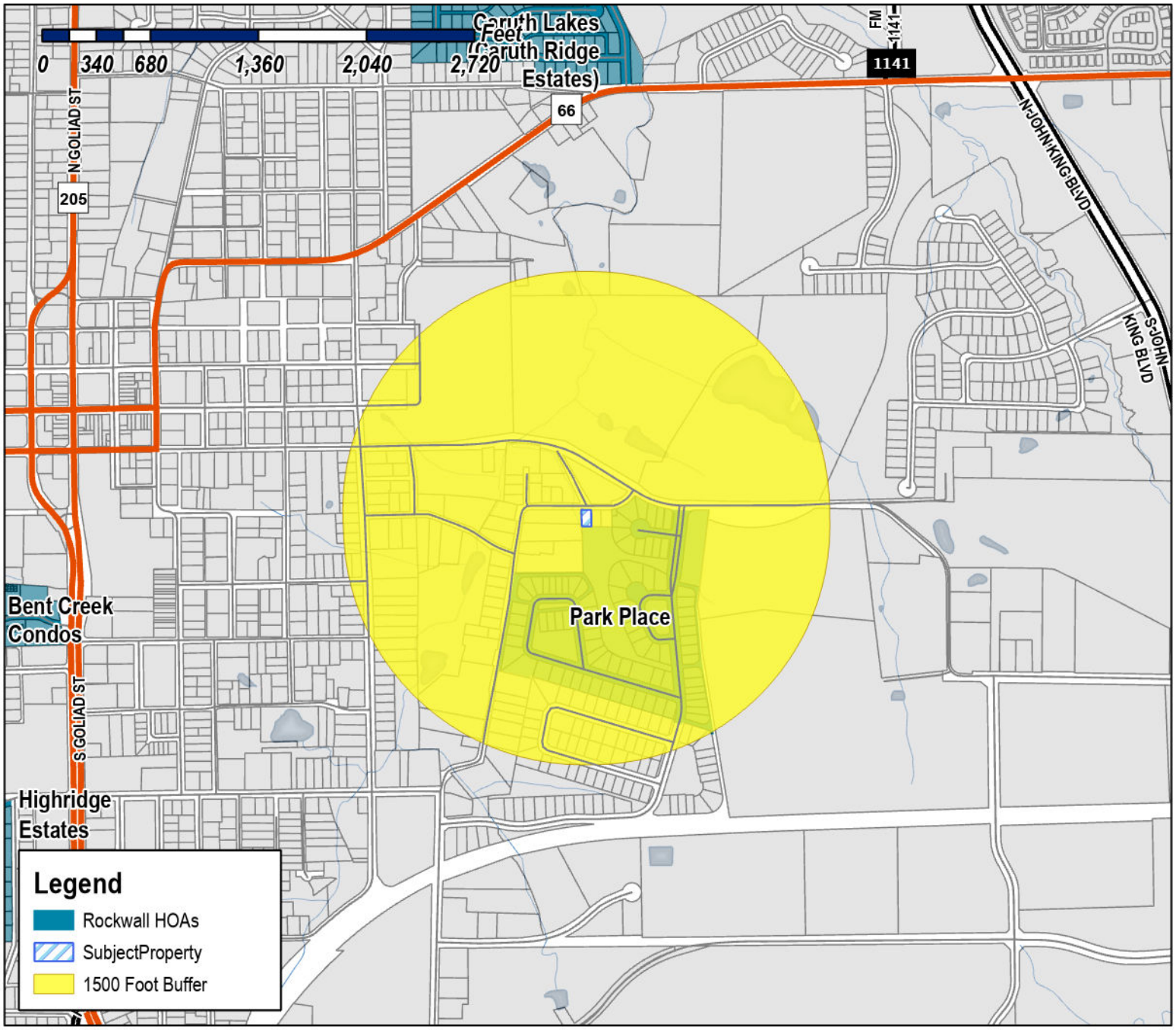
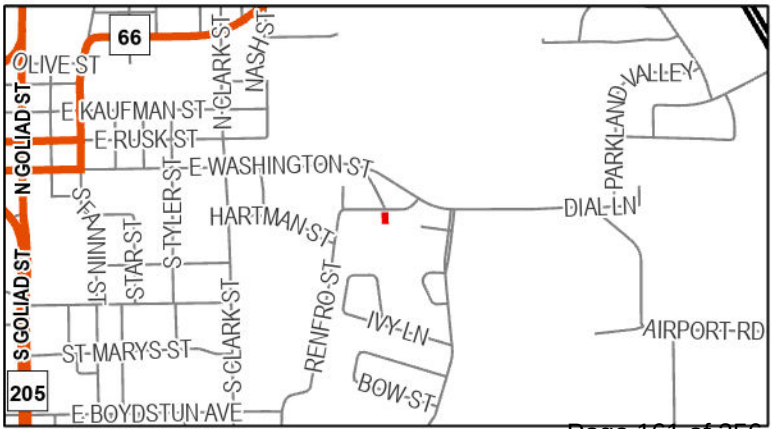



**Case Number:** Z2025-063
**Case Name:** SUP for Residential Infill at 902 Aluminum Plant Road
**Case Type:** Zoning
**Zoning:** Single-Family 7 (SF-7) District
**Case Address:** 902 Aluminum Plant Road




**Date Saved: 9/12/2025**
For Questions on this Case Call (972) 771-7745

**From:** Zavala, Melanie
**Cc:** Miller, Ryan; Lee, Henry; Ross, Bethany
**Subject:** 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 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.

Z2025-063: 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 Specific Use Permit (SUP) 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

# City of Rockwall

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

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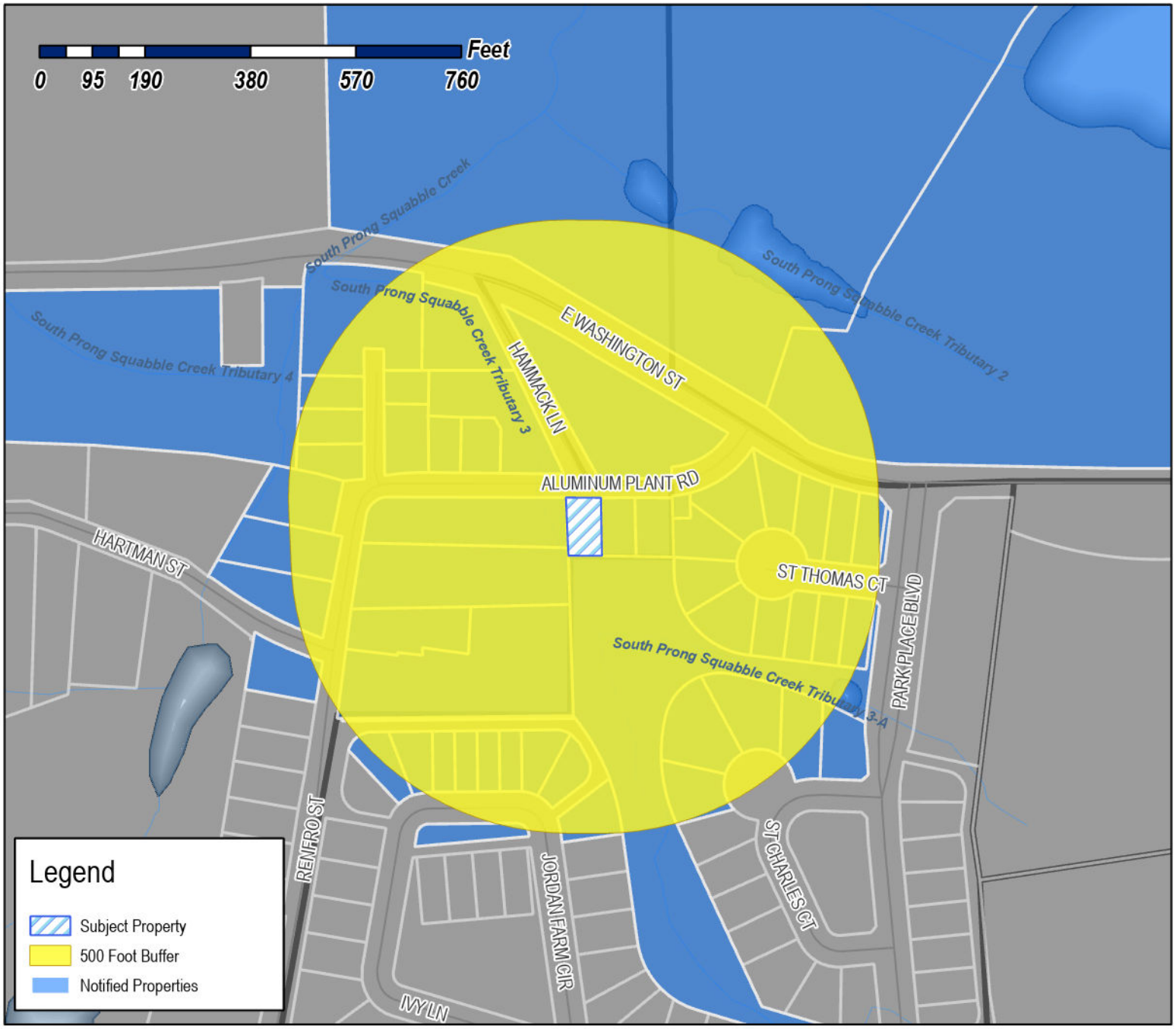



**Case Number:** Z2025-063
**Case Name:** SUP for Residential Infill at 902 Aluminum Plant Road
**Case Type:** Zoning
**Zoning:** Single-Family 7 (SF-7) District
**Case Address:** 902 Aluminum Plant Road

**Date Saved: 9/12/2025**
For Questions on this Case Call: (972) 771-7745

HONER PENNY MCNEIL
1001 SAINT CHARLES CT
ROCKWALL, TX 75087

RESIDENT
1002 ST CHARLES CT
ROCKWALL, TX 75087

LEE WILLIAM R & DEBRA
1002 SAINT CHARLES CT
ROCKWALL, TX 75087

TROSPER MARK AND GLORIA
1007 ST. CHARLES CT
ROCKWALL, TX 75087

TROSPER MARK AND GLORIA
1007 ST. CHARLES CT
ROCKWALL, TX 75087

RESIDENT
1015 ST CHARLES CT
ROCKWALL, TX 75087

TAYLOR TIMOTHY DAVID AND
JUDY HELENE DUBREUIL
1023 ST THOMAS COURT
ROCKWALL, TX 75087

IVEY BRUCE AND TINA
1026 ST THOMAS CT
ROCKWALL, TX 75087

FOX DENNIS AND KAREN
1027 ST THOMAS CT
ROCKWALL, TX 75087

BCL REAL ESTATE LLC
103 GROSS RD
MESQUITE, TX 75149

RESIDENT
1030 ST THOMAS CT
ROCKWALL, TX 75087

WHITWORTH JULIE A
1031 ST THOMAS COURT
ROCKWALL, TX 75087

EDWARDS EDWINA W REVOCABLE TRUST
EDWINA W EDWARDS TRUSTEE
1034 ST THOMAS CT
ROCKWALL, TX 75087

EDWARDS EDWINA W REVOCABLE TRUST
EDWINA W EDWARDS TRUSTEE
1034 ST THOMAS CT
ROCKWALL, TX 75087

EDWARDS EDWINA W REVOCABLE TRUST
EDWINA W EDWARDS TRUSTEE
1034 ST THOMAS CT
ROCKWALL, TX 75087

JOHNSON RICHARD ERIC AND DIANNA MUNRO
1035 SAINT THOMAS CT
ROCKWALL, TX 75087

RESIDENT
1038 ST THOMAS CT
ROCKWALL, TX 75087

BEER TERRY L AND
CYNTHIA OLSON
1039 ST THOMAS CT
ROCKWALL, TX 75087

SOMMER RICHELLE AND RICHARD
1042 SAINT THOMAS CT
ROCKWALL, TX 75087

SOUTHERLAND CHRISTOPHER AND JENNIFER
1043 ST THOMAS COURT
ROCKWALL, TX 75087

RESIDENT
1046 ST THOMAS CT
ROCKWALL, TX 75087

TAH MS BORROWER LLC
C/O TRICON AMERICAN HOMES LLC
15771 RED HILL AVE
TUSTIN, CA 92780

RESIDENT
202 HAMMACK LN
ROCKWALL, TX 75087

RESIDENT
202 RENFRO ST
ROCKWALL, TX 75087

RESIDENT
203 RENFRO ST
ROCKWALL, TX 75087

RESIDENT
204 RENFRO ST
ROCKWALL, TX 75087

RESIDENT
206 HAMMACK LN
ROCKWALL, TX 75087

ESPINOZA MARCELA P AND ROLAND
206 RENFRO ST
ROCKWALL, TX 75087

WOOD WILLIAM AND SANDIE
207 WADE DRIVE
ROCKWALL, TX 75087

COLUMBIA EXTRUSIONS CORP
ATTN BILL BRICKER
2235 RIDGE RD STE 201
ROCKWALL, TX 75087

LIGHTFOOT MARSHALL K AND CYNTHIA DAWN
256 WINDY LN
ROCKWALL, TX 75087

LIGHTFOOT MARSHALL & CYNTHIA
256 WINDY LN
ROCKWALL, TX 75087

RESIDENT
301 RENFRO ST
ROCKWALL, TX 75087

ZYLKA PROPERTIES LLC
3021 RIDGE ROAD A66
ROCKWALL, TX 75032

CHERRY JOHN T
303 RENFRO STREET
ROCKWALL, TX 75087

RESIDENT
305 RENFRO ST
ROCKWALL, TX 75087

PARK PLACE WEST HOMEOWNERS ASSOCIATION INC
305 PARK PLACE BLVD
ROCKWALL, TX 75087

BLACKWOOD SCOTT W & GLENITA G
3514 LAKESIDE DR
ROCKWALL, TX 75087

STRADTMANN TROY H
366 RENFRO ST
ROCKWALL, TX 75087

MEYER DAVID JAMES AND ALETA KAY
369 JORDAN FARM CIR
ROCKWALL, TX 75087

JOHNSON DANA
373 JORDAN FARM CIRCLE
ROCKWALL, TX 75087

RESIDENT
374 RENFRO ST
ROCKWALL, TX 75087

YOUNT STEPHEN & PHYLLIS J
377 JORDAN FARM CIR
ROCKWALL, TX 75087

SIKES MARK EUGENE AND AMY CHRISTINE
381 JORDAN FARM CIR
ROCKWALL, TX 75087

RESIDENT
382 RENFRO ST
ROCKWALL, TX 75087

HALL JESSIE MARIE AND
JAMIE KATE HALL
382 RENFRO ST
ROCKWALL, TX 75087

MOSBY CYNTHIA ANN BURTON
385 JORDAN FARM CIRCLE
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

FAUCON SERGE AND JENNIFER
389 JORDAN FARM CIRCLE
ROCKWALL, TX 75087

PEURIFOY REBECCA
393 JORDAN FARM CIR
ROCKWALL, TX 75087

LADD CHARLES
397 Jordan Farm Cir
Rockwall, TX 75087

RESIDENT
400 RENFRO ST
ROCKWALL, TX 75087

CLARK JERRY W & PAMELA
401 RENFRO ST
ROCKWALL, TX 75087

MARSHA FREDERICK FAMILY LIVING TRUST
MARSHA R FREDERICK - TRUSTEE
405 JORDAN FARM CIR
ROCKWALL, TX 75087

PRATER SAMUEL LEE AND LAUREN NICOLE
428 COACHLIGHT TRL
ROCKWALL, TX 75087

RUFF DAVID & ANNE
6105 LAKESHORE DR
ROWLETT, TX 75089

HARNED CHRISTOPHER SHAWN & SHONDA AND
RHONDA SUSAN CASKEY
701 LONE RIDER CT
ROCKWALL, TX 75087

SWANSON PARKER G AND ABBY M
724 E WASHINGTON STREET
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

# PUBLIC NOTICE

CITY OF ROCKWALL
PLANNING AND ZONING DEPARTMENT
PHONE: (972) 771-7745
EMAIL: PLANNING@ROCKWALL.COM

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 Specific Use Permit (SUP) 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 *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*. 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,

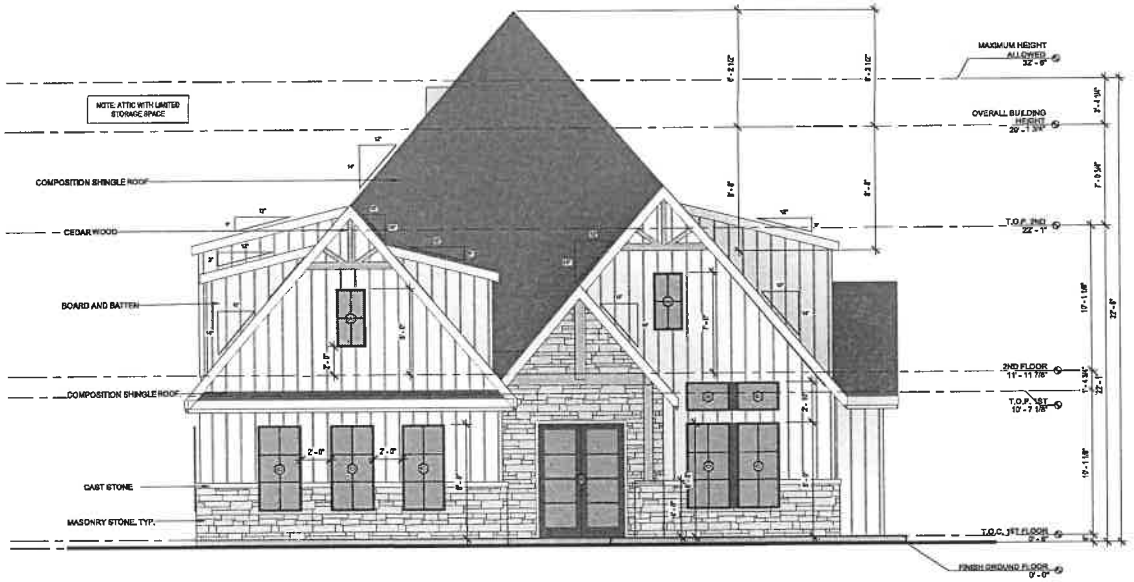
I am writing regarding the SUP request for a Residential Infill at 902 Aluminum Plant Road (Case No. Z2025-063). I am opposed to the request as currently proposed.

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.

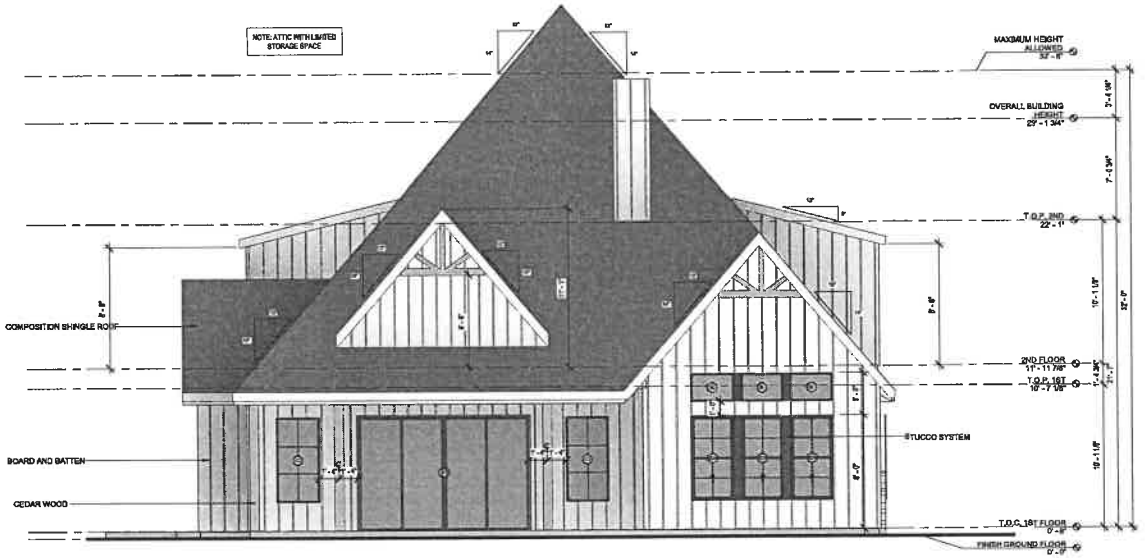
Allowing this two-story design would introduce a structure that is both out of scale and out of step with the aesthetics of the neighborhood. I respectfully request that the City require a home design more appropriate in size and massing to the lot and consistent with the surrounding one-story homes.

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.**




02 FRONT ELEVATION
SCALE: 1/4" = 1'-0"




01 REAR ELEVATION
SCALE: 1/4" = 1'-0"

CITY APPROVAL STAMP

VIZUAL ARCHITECTURE

ARCHITECT
VIZUAL ARCHITECTURE, LLC.
JOHNNY LIMONES
info@vizualarchitecture.com
www.vizualarchitecture.com

# ALUMINUM HOUSE
902 ALUMINUM PLANT ROAD
ROCKWALL, TEXAS 75087

CURRENT REVISION

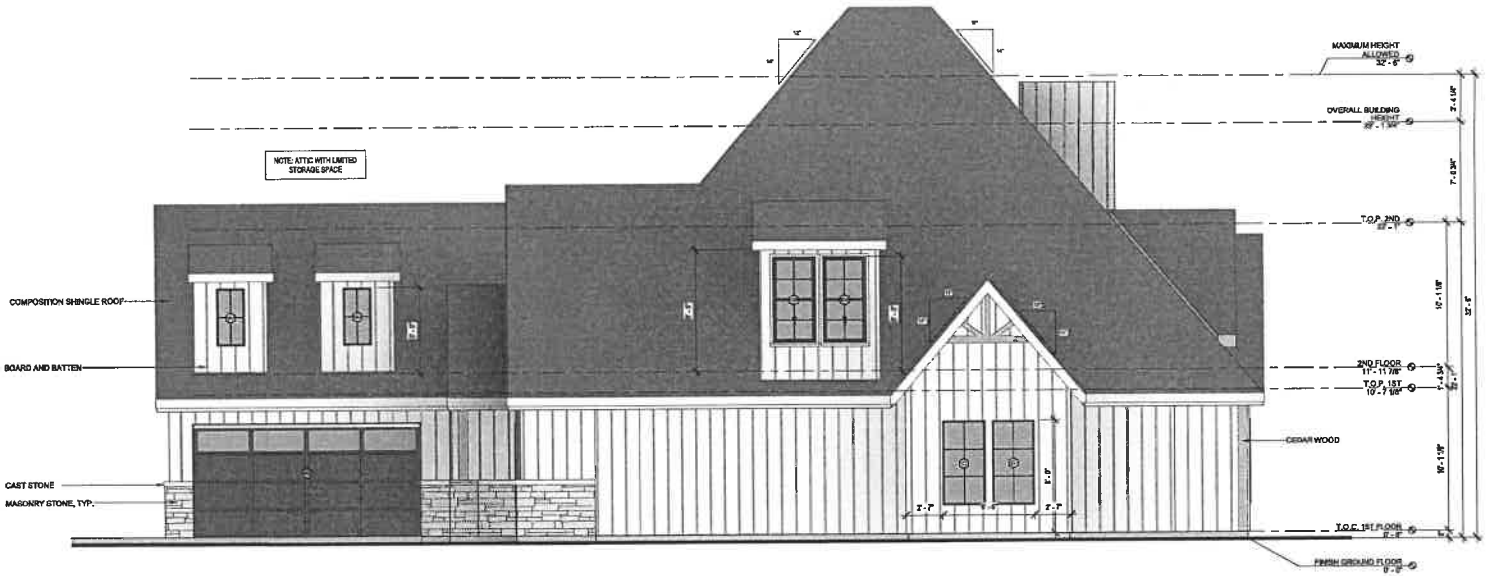
REGISTERED ARCHITECT JOHNNY LIMONES 27772 STATE OF TEXAS

9/9/2025 5:22:19 PM

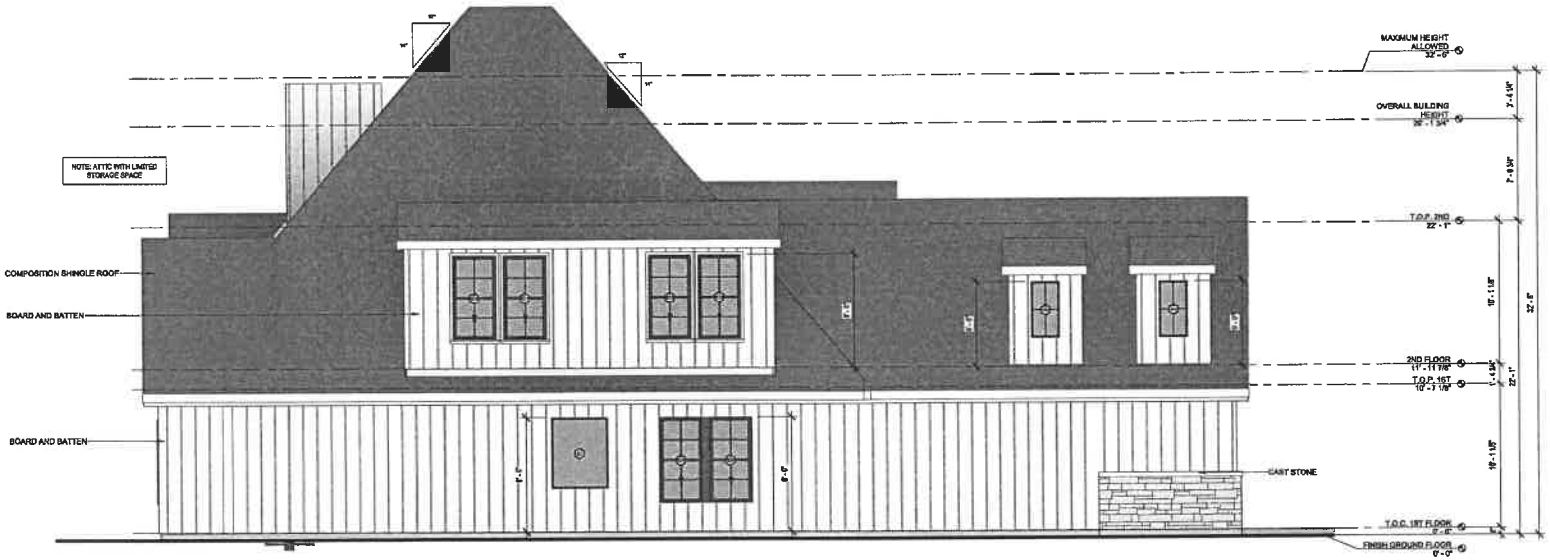
EXTERIOR ELEVATIONS

A5.1

Project # 1111-01
Scale 1/4" = 1'-0"




02 RIGHT ELEVATION
SCALE: 1/4" = 1'-0"




01 LEFT ELEVATION
SCALE: 1/4" = 1'-0"

VIZUAL ARCHITECTURE

ARCHITECT
VIZUAL ARCHITECTURE, LLC.
JOHNNY LIMONES
info@vizualarchitecture.com
www.vizualarchitecture.com

# ALUMINUM HOUSE
902 ALUMINUM PLANT ROAD
ROCKWALL, TEXAS 75087

CURRENT REVISION

REGISTERED ARCHITECT JOHNNY LIMONES 27775 STATE OF TEXAS

9/9/2025 6:22:25 PM

EXTERIOR ELEVATIONS

A5.2

Project # 1111-01
Scale 1/4" = 1'-0"

CITY APPROVAL STAMP

## VICINITY MAP

## PROJECT NOTES

SITE AREA: 8,968.68 SF
0.15 ACRE
BUILDING FOOT PRINT: 2,987 SF
(HOUSE AND GARAGES)
LOT COVERAGE: 41.5%

| SHEET INDEX | |
|---|---|
| # | SHEET NAME |
| A0.1 | COVER SHEET/ INDEX |
| A0.2 | SCHEDULES/ CODE ANALYSIS |
| A0.3 | WINDOW/ DOOR SCHEDULE |
| A1.1 | SITE PLAN |
| A2.0 | FOUNDATION PROFILE |
| A2.1 | FLOOR PLAN |
| A2.2 | FLOOR PLAN |
| A2.4 | ROOF PLAN |
| A3.1 | REFLECTED CEILING PLAN/ ELECTRICAL |
| A3.2 | REFLECTED CEILING PLAN/ ELECTRICAL |
| A4.1 | PLUMBING PLAN |

| SHEET INDEX | |
|---|---|
| # | SHEET NAME |
| A4.2 | PLUMBING PLAN |
| A5.1 | EXTERIOR ELEVATIONS |
| A5.2 | EXTERIOR ELEVATIONS |
| A6.1 | WALL SECTIONS |
| A6.2 | WALL SECTIONS |
| A7.1 | BUILDING SECTIONS |
| A8.1 | PERSPECTIVE VIEWS |
| A8.2 | AXONOMETRIC VIEWS |
| Grand total: 19 | |

| NET AREA SQUARE FOOTAGES | | |
|---|---|---|
| ROOM NAME | LEVEL | AREA |
| LEVEL 1 | T.O.C. 1ST FLOOR | 2171 SF |
| LEVEL 2 | 2ND FLOOR | 902 SF |
| Grand total: 2 | | 3073 SF |

| GROSS AREA SQUARE FOOTAGES | | |
|---|---|---|
| Name | Area | Level |
| PORCH | 51 SF | T.O.C. 1ST FLOOR |
| PATIO | 145 SF | T.O.C. 1ST FLOOR |
| 2 CAR GARAGE | 531 SF | T.O.C. 1ST FLOOR |
| LEVEL 1 | 2171 SF | T.O.C. 1ST FLOOR |
| T.O.C. 1ST FLOOR: 4 | 2897 SF | |
| LEVEL 2 | 902 SF | 2ND FLOOR |
| 2ND FLOOR: 1 | 902 SF | |
| Grand total: 5 | 3799 SF | |


**ARCHITECT**

**VIZUAL ARCHITECTURE LLC**
1430 DRAGON ST, SUITE 25
DALLAS, TX, 75207
CONTACT: JOHNNY LIMONES
E: JOHNNY@VIZUALARCHITECTURE.COM


THIS IS A NEW TWO STORY SINGLE FAMILY RESIDENCE.

VIZUAL ARCHITECTURE


ARCHITECT
VIZUAL ARCHITECTURE, LLC.
JOHNNY LIMONES
info@vizualarchitecture.com
www.vizualarchitecture.com


# ALUMINUM HOUSE
902 ALUMINUM PLANT ROAD
ROCKWALL, TEXAS 75087

CURRENT REVISION

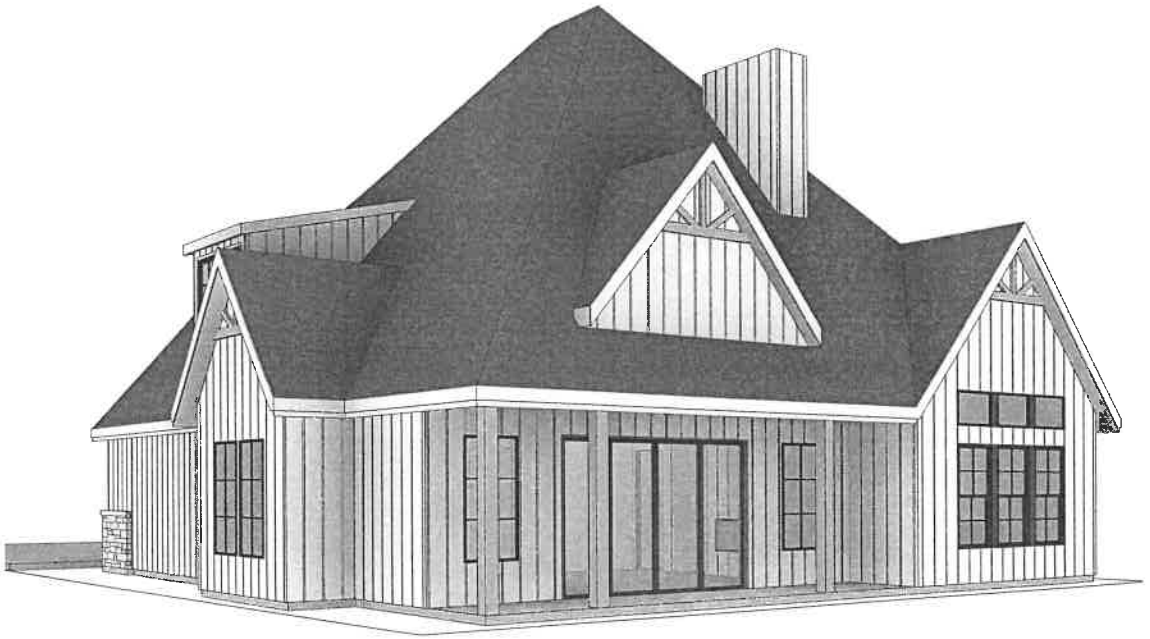
REGISTERED ARCHITECT JOHNNY LIMONES 31770 STATE OF TEXAS

9/9/2025 5:22:06 PM

COVER SHEET/ INDEX

A0.1

Project # 1111-01
Scale 1'2" = 1'-0"



CITY APPROVAL STAMP

VIZUAL ARCHITECTURE

ARCHITECT
VIZUAL ARCHITECTURE, LLC.
JOHNNY LIMONES
[illegible]@vizualarchitecture.com
www.vizualarchitecture.com

# ALUMINUM HOUSE

902 ALUMINUM PLANT ROAD
ROCKWALL, TEXAS 75087

CURRENT REVISION

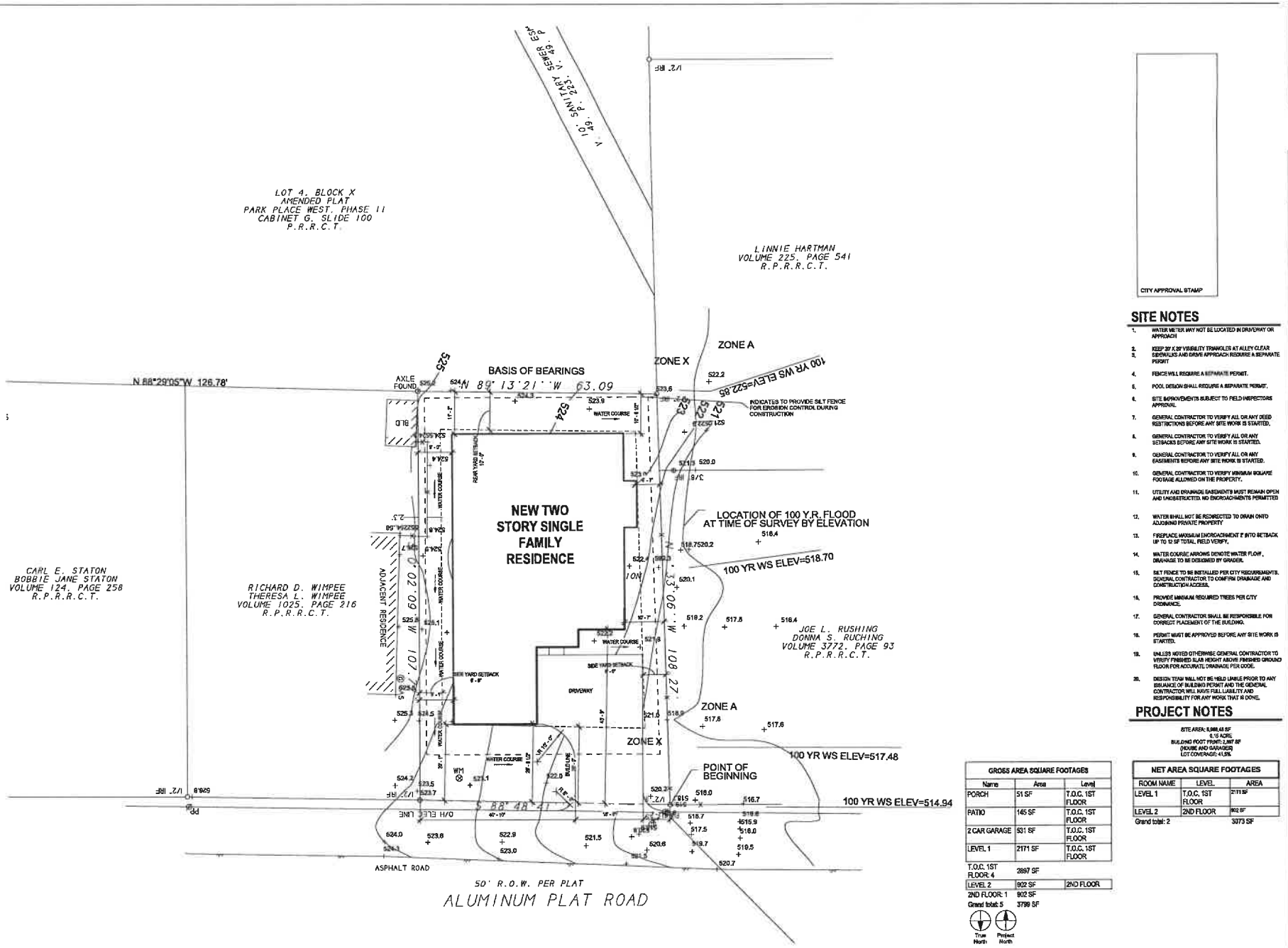
REGISTERED ARCHITECT
JOHNNY LIMONES
27770
STATE OF TEXAS

9/9/2025 5:22:33 PM

PERSPECTIVE VIEWS

A8.1

Project # 1111-01
Scale




CITY APPROVAL STAMP

## SITE NOTES

1. WATER METER MAY NOT BE LOCATED IN DRIVEWAY OR APPROACH
2. KEEP 20' X 20' VISIBILITY TRIANGLES AT ALLEY CLEAR
3. SIDEWALKS AND DRIVE APPROACH REQUIRE A SEPARATE PERMIT
4. FENCE WILL REQUIRE A SEPARATE PERMIT.
5. POOL DESIGN SHALL REQUIRE A SEPARATE PERMIT.
6. SITE IMPROVEMENTS SUBJECT TO FIELD INSPECTORS APPROVAL
7. GENERAL CONTRACTOR TO VERIFY ALL OR ANY DEED RESTRICTIONS BEFORE ANY SITE WORK IS STARTED.
8. GENERAL CONTRACTOR TO VERIFY ALL OR ANY SETBACKS BEFORE ANY SITE WORK IS STARTED.
9. GENERAL CONTRACTOR TO VERIFY ALL OR ANY EASEMENTS BEFORE ANY SITE WORK IS STARTED.
10. GENERAL CONTRACTOR TO VERIFY MINIMUM SQUARE FOOTAGE ALLOWED ON THE PROPERTY.
11. UTILITY AND DRAINAGE EASEMENTS MUST REMAIN OPEN AND UNOBSTRUCTED. NO ENCROACHMENTS PERMITTED
12. WATER SHALL NOT BE REDIRECTED TO DRAIN ONTO ADJOINING PRIVATE PROPERTY
13. FIREPLACE MAXIMUM ENCROACHMENT 3' INTO SETBACK UP TO 12 SF TOTAL. FIELD VERIFY.
14. WATER COURSE ARROWS DENOTE WATER FLOW, DRAINAGE TO BE DESIGNED BY GRADER.
15. SILT FENCE TO BE INSTALLED PER CITY REQUIREMENTS. GENERAL CONTRACTOR TO CONFIRM DRAINAGE AND CONSTRUCTION ACCESS.
16. PROVIDE MINIMUM REQUIRED TREES PER CITY ORDINANCE.
17. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECT PLACEMENT OF THE BUILDING.
18. PERMIT MUST BE APPROVED BEFORE ANY SITE WORK IS STARTED.
19. UNLESS NOTED OTHERWISE GENERAL CONTRACTOR TO VERIFY FINISHED SLAB HEIGHT ABOVE FINISHED GROUND FLOOR FOR ACCURATE DRAINAGE PER CODE.
20. DESIGN TEAM WILL NOT BE HELD LIABLE PRIOR TO ANY ISSUANCE OF BUILDING PERMIT AND THE GENERAL CONTRACTOR WILL HAVE FULL LIABILITY AND RESPONSIBILITY FOR ANY WORK THAT IS DONE.

## PROJECT NOTES

SITE AREA: 8,988.48 SF
0.15 ACRE
BUILDING FOOT PRINT: 2,997 SF
(HOUSE AND GARAGE)
LOT COVERAGE: 41.5%

**GROSS AREA SQUARE FOOTAGES**

| Name | Area | Level |
|---|---|---|
| PORCH | 51 SF | T.O.C. 1ST FLOOR |
| PATIO | 145 SF | T.O.C. 1ST FLOOR |
| 2 CAR GARAGE | 531 SF | T.O.C. 1ST FLOOR |
| LEVEL 1 | 2171 SF | T.O.C. 1ST FLOOR |
| T.O.C. 1ST FLOOR: 4 | 3897 SF | |
| LEVEL 2 | 902 SF | 2ND FLOOR |
| 2ND FLOOR: 1 | 902 SF | |
| Grand total: 5 | 3799 SF | |

**NET AREA SQUARE FOOTAGES**

| ROOM NAME | LEVEL | AREA |
|---|---|---|
| LEVEL 1 | T.O.C. 1ST FLOOR | 2171 SF |
| LEVEL 2 | 2ND FLOOR | 902 SF |
| Grand total: 2 | | 3073 SF |

True North | Project North

VIZUAL ARCHITECTURE

ARCHITECT
VIZUAL ARCHITECTURE, LLC.
JOHNNY LIMONES
info@vizualarchitecture.com
www.vizualarchitecture.com

# ALUMINUM HOUSE
902 ALUMINUM PLANT ROAD
ROCKWALL, TEXAS 75087

CURRENT REVISION

REGISTERED ARCHITECT JOHNNY LIMONES 27776 STATE OF TEXAS

9/9/2025 5:22:10 PM

SITE PLAN

A1.1

Project # 1111-01
Scale As Indicated

# CITY OF ROCKWALL

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 MATERIALS |
| 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 | | |

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

801 Aluminum Plant Road

803 Aluminum Plant Road

805 Aluminum Plant road

906 Aluminum Plant Road

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

203 Renfro Street

204 Renfro Street

206 Renfro Street

303 Renfro Street

305 Renfro Street

366 Renfro Street

382 Renfro Street

400 Renfro Street

401 Renfro Street

402 Renfro Street

**PLANNING AND ZONING DEPARTMENT**
385 S. GOLIAD STREET • ROCKWALL, TX 75087
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404 Renfro Street

406 Renfro Street

408 Renfro Street

410 Renfro Street

**CITY OF ROCKWALL**

**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 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 *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 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:



DRAFT 10.2025

## 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.



DRAFT ORDINANCE 10.20.2025

**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*

1st Reading: *October 20, 2025*

2nd Reading: *November 3, 2025*

DRAFT ORDINANCE 10.20.2025

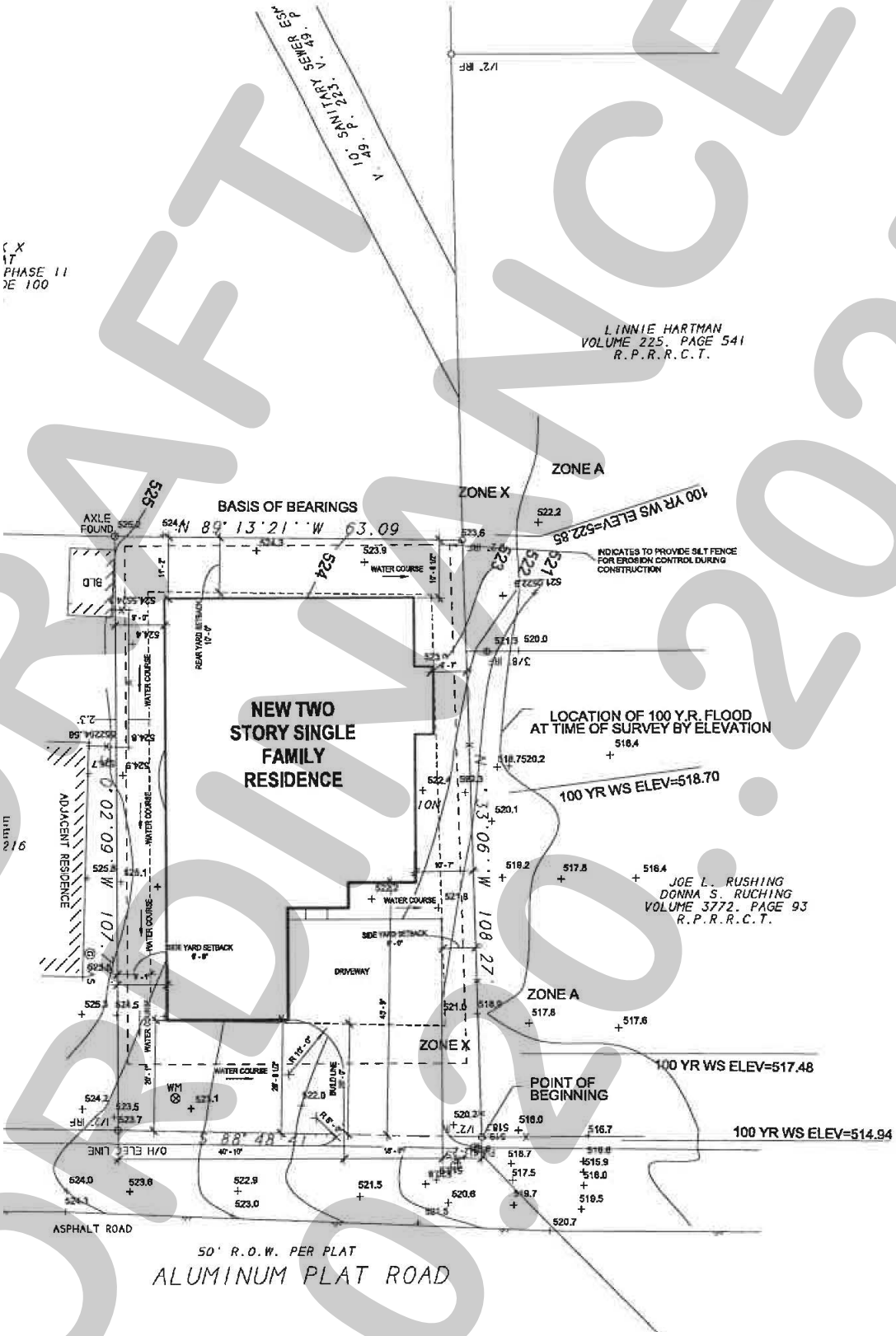
**Exhibit 'A':**
*Location Map*

*Address:* *902 Aluminum Plant Road*

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

DRAFT 10/2025

**Exhibit 'B':**
*Residential Plot Plan*




DRAFT NOT FOR PRICE 10.20.2025

**Exhibit 'C':**
*Building Elevations*

02 FRONT ELEVATION
SCALE: 1/4" = 1'-0"

01 REAR ELEVATION

DRAFT
ORDINANCE
10.20.2025

**Exhibit 'C':**
*Building Elevations*

DRAFT ORDINANCE 10.20.2025

# CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

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

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **DATE:** | 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 *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.

## 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:

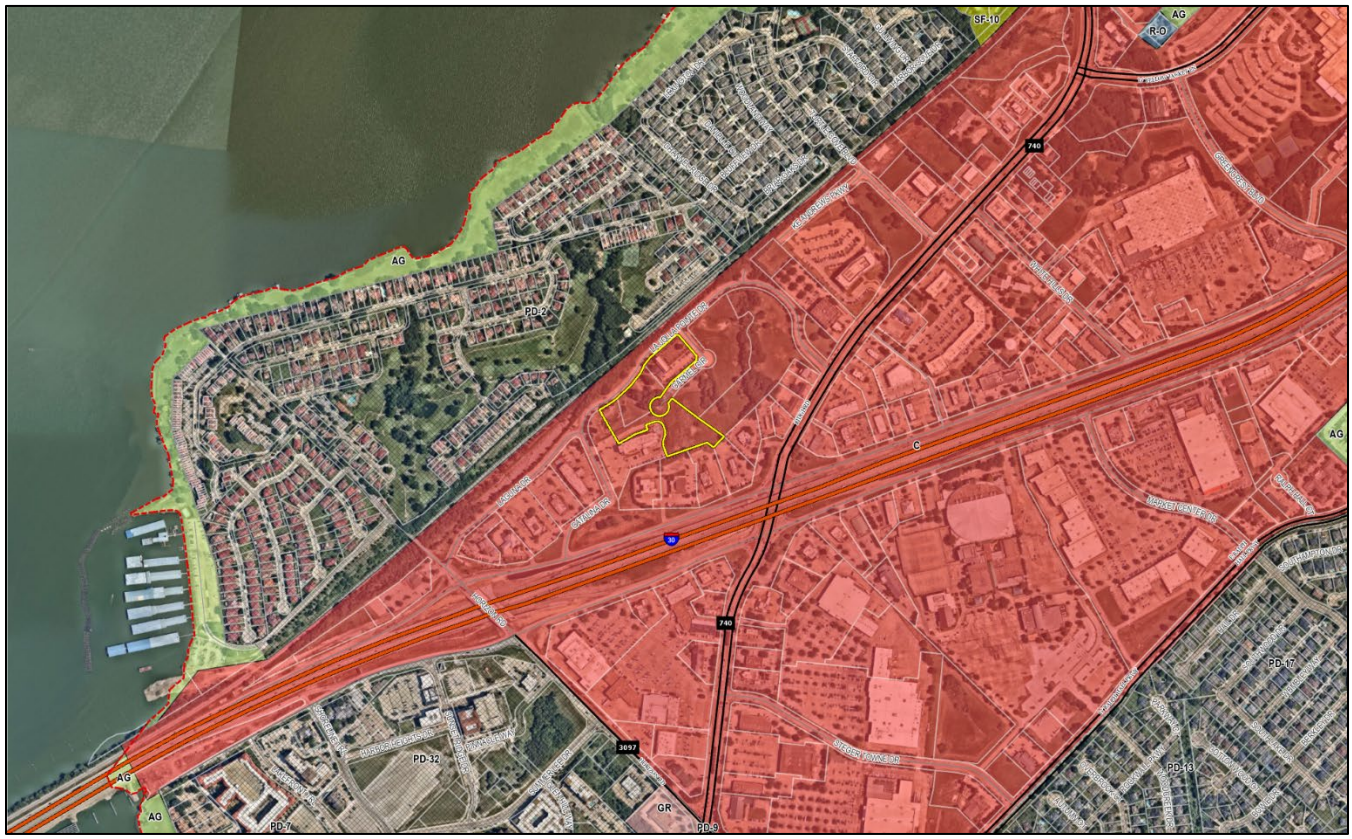
*North*: Directly north of the subject property is La Jolla Pointe Drive, which is identified as a *Minor Collector* on Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a 100-foot right-of-way owned by the *Union Pacific/Dallas Garland NE Railroad*. 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.

*West*: 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 *Specific Use Permit (SUP)* 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**

**PLANNING & ZONING CASE NO.**

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

**DIRECTOR OF PLANNING:**

**CITY ENGINEER:**

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

***PLATTING APPLICATION FEES:***
- ☐ MASTER PLAT ($100.00 + $15.00 ACRE) [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:***
- ☐ SITE PLAN ($250.00 + $2( ☐ ) ACRE) [1]
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN ($100.00)

***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 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 INFORMATION [PLEASE PRINT]

| | | | | | |
|---|---|---|---|---|---|
| ADDRESS | 1020 LA JOLLA POINTE DRIVE, ROCKWALL TEXAS, 75087 | | | | |
| SUBDIVISION | LA JOLLA POINTE ADDITION | LOT | 24,10,19 | BLOCK | A |
| 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 ZONING | C - COMMERCIAL | PROPOSED USE | OFFICE BUILDING / COFFEE SHOP | | |
| ACREAGE | 5.104 TOTAL | LOTS [CURRENT] | 3 | LOTS [PROPOSED] | 1 |

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

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

| | | | |
|---|---|---|---|
| ☐ OWNER | SHIPMAN FIRE PROTECTION | ☒ APPLICANT | CRADDOCK ARCHITECTURE, PLLC |
| CONTACT PERSON | CLAY SHIPMAN | CONTACT PERSON | PHILLIP CRADDOCK |
| ADDRESS | 1020 LA JOLLA POINTE DRIVE | ADDRESS | 551 EMBARGO DR |
| | | | |
| CITY, STATE & ZIP | ROCKWALL, TEXAS 75087 | CITY, STATE & ZIP | FATE, TEXAS 75189 |
| PHONE | 682-223-1922 | PHONE | 214-952-0527 |
| E-MAIL | CLAY@SHIPMAN-FIRE.COM | E-MAIL | PHILLIP@CRADDOCKARCHITECTURE.COM |

## NOTARY VERIFICATION [REQUIRED]

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

*"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF* $ 276.56 *TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE* 10TH *DAY OF* SEPT. 20 25 *BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."*

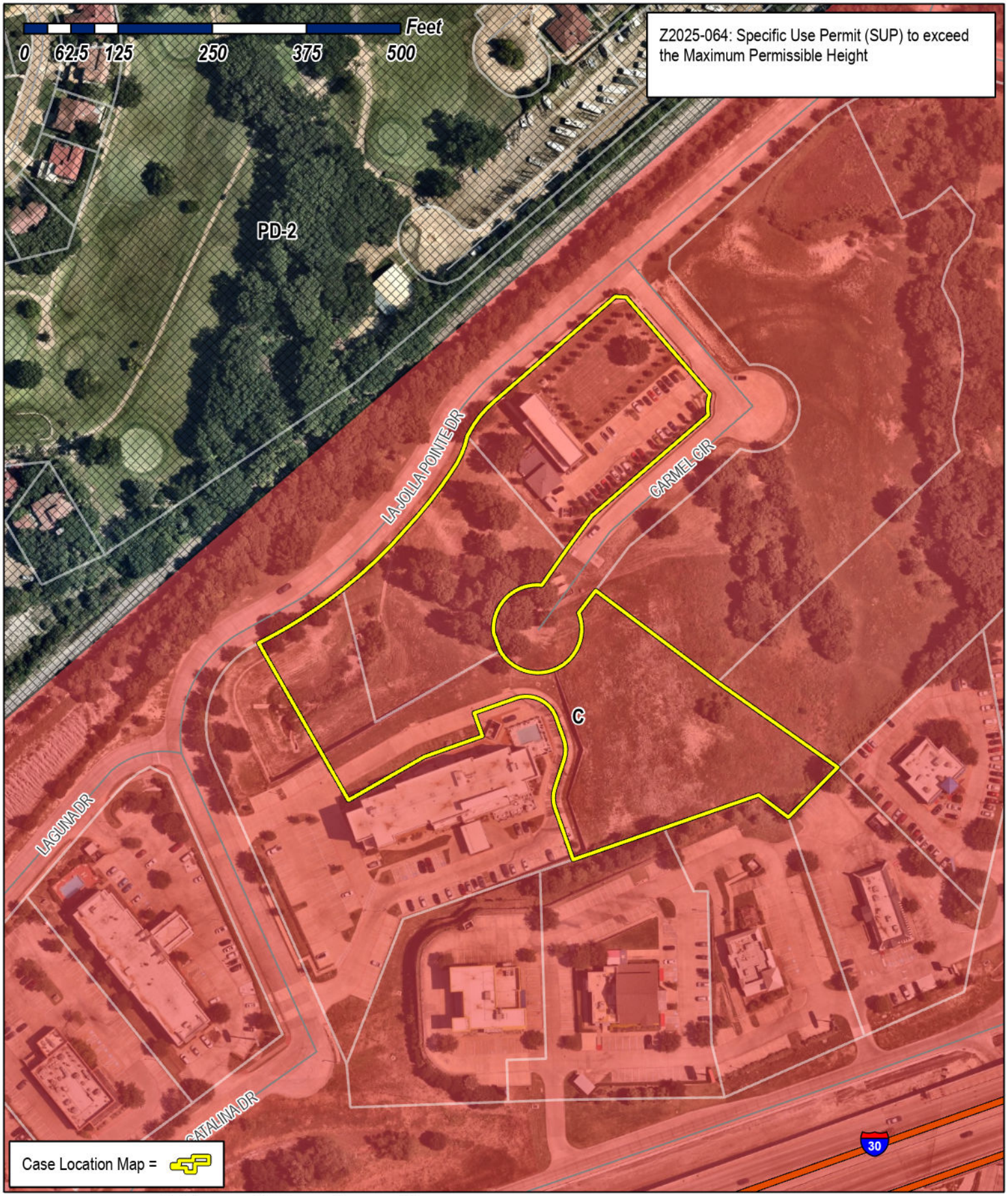
*GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE* 10TH *DAY OF* SEPTEMBER, 20 25

*OWNER'S SIGNATURE*

*NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS* Amber Peabody

NOTARY PUBLIC STATE OF TEXAS
Amber Peabody
My Commission Expires
5/9/2028
Notary ID 130652676

*MY COMMISSION EXPIRES* 5/9/28




# 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.

# City of Rockwall

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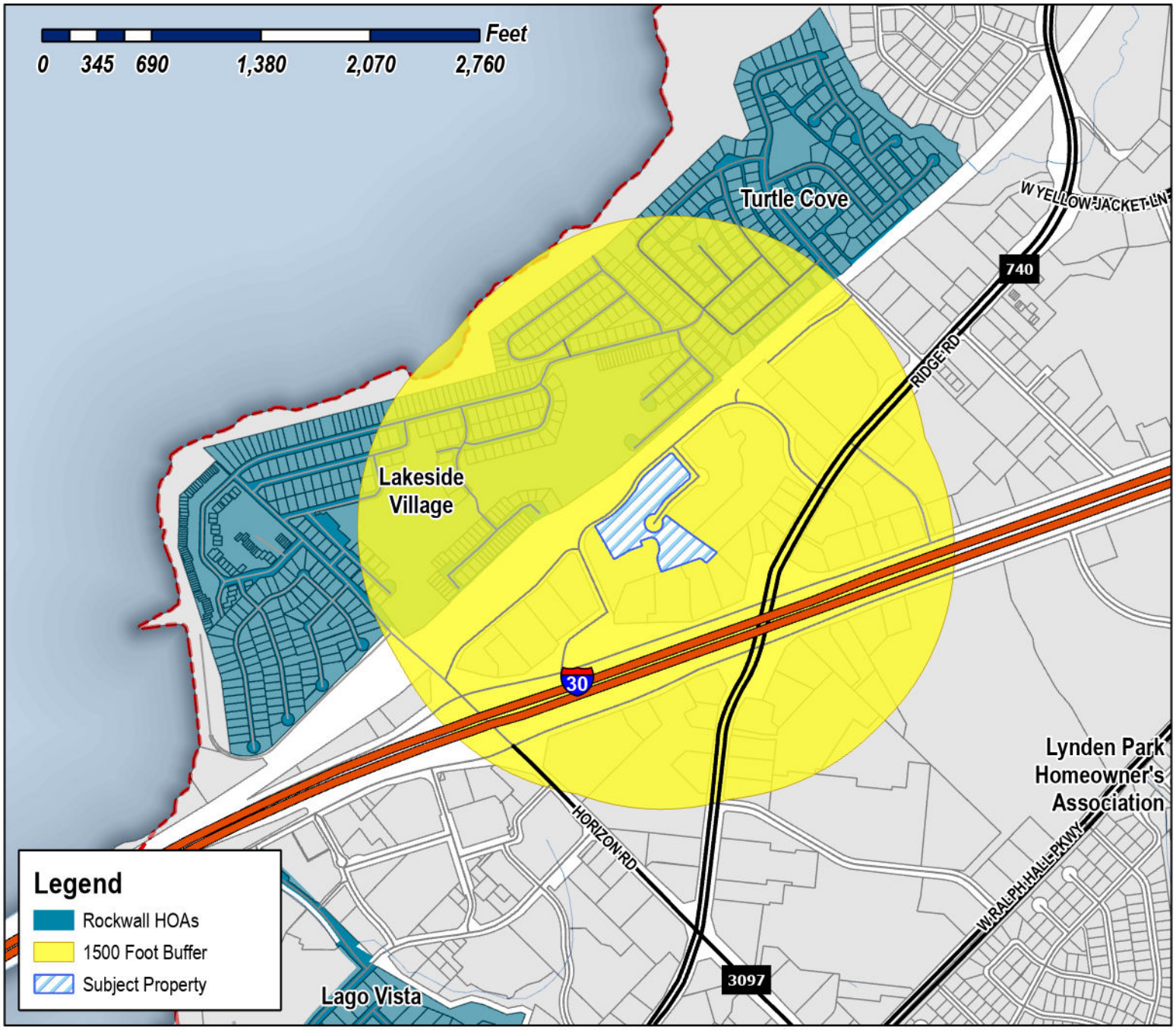


**Case Number:** Z2025-064
**Case Name:** SUP to exceed the Maximum Permissible Height
**Case Type:** Zoning
**Zoning:** Commercial (C) District
**Case Address:** 1020 La Jolla Drive

**Date Saved: 9/12/2025**
For Questions on this Case Call (972) 771-7745

| | |
|---|---|
| **From:** | Zavala, Melanie |
| **Cc:** | Miller, Ryan; Lee, Henry; Ross, Bethany |
| **Subject:** | Neighborhood Notification Program [Z2025-064] |
| **Date:** | Wednesday, September 17, 2025 11:05:33 AM |
| **Attachments:** | Public Notice (08.19.2025).pdf<br>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.

Z2025-064: 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

# City of Rockwall

Planning & Zoning Department
385 S. Goliad Street
Rockwall, Texas 75087
(P): (972) 771-7745
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**Case Type:** Zoning
**Zoning:** Commercial (C) District
**Case Address:** 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 I30
ROCKWALL, TX 75087

RESIDENT
560 E I30
ROCKWALL, TX 75087

RESIDENT
568 E I30
ROCKWALL, TX 75087

RESIDENT
578 E I30
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

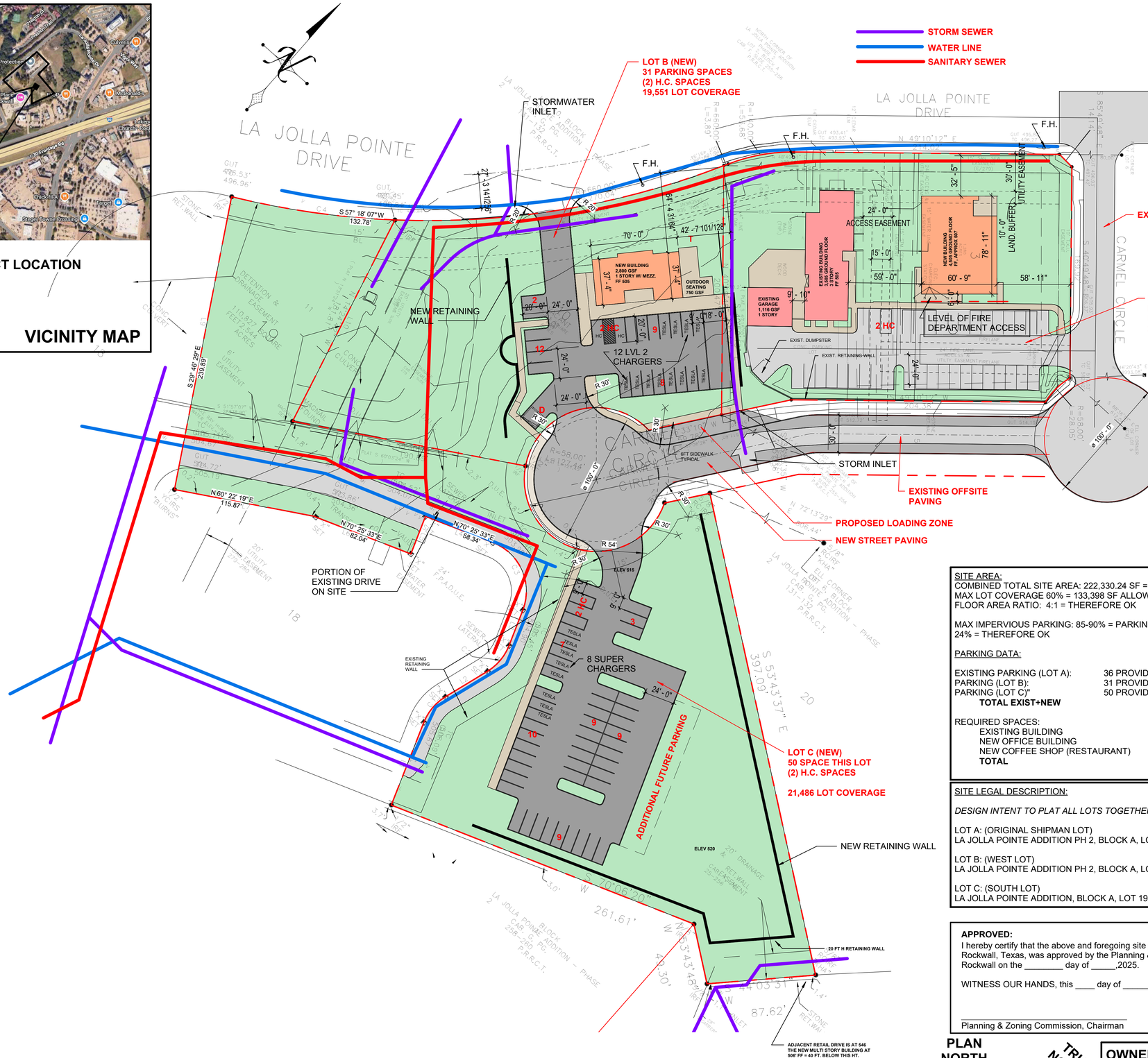
LAKESIDE VILLAGE H O ASSOC
P.O. BOX 650255
DALLAS, TX 75265

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




1 **SITE PLAN**
1" = 40'-0"

GRAPHIC SCALE: 0 40' 80' 120' 160'

PLAN NORTH

TRUE NORTH

SITE AREA:
COMBINED TOTAL SITE AREA: 222,330.24 SF = 5.104 ACRES
MAX LOT COVERAGE 60% = 133,398 SF ALLOWABLE & 68,139 SF COVERED
FLOOR AREA RATIO: 4:1 = THEREFORE OK

MAX IMPERVIOUS PARKING: 85-90% = PARKING AREA PROVIDED = 47,243 OR 24% = THEREFORE OK

PARKING DATA:

| | |
|---|---|
| EXISTING PARKING (LOT A): | 36 PROVIDED (2 H.C. SPACES) |
| PARKING (LOT B): | 31 PROVIDED (2 H.C. SPACES) |
| PARKING (LOT C)" | 50 PROVIDED (2 H.C. SPACES) |
| **TOTAL EXIST+NEW** | **117 PROVIDED** |

REQUIRED SPACES:

| | |
|---|---|
| EXISTING BUILDING | 28 |
| NEW OFFICE BUILDING | 64 |
| NEW COFFEE SHOP (RESTAURANT) | 24 |
| **TOTAL** | **116 REQUIRED** |

SITE LEGAL DESCRIPTION:

*DESIGN INTENT TO PLAT ALL LOTS TOGETHER*

LOT A: (ORIGINAL SHIPMAN LOT)
LA JOLLA POINTE ADDITION PH 2, BLOCK A, LOT 24, ACRES 1.280, (REPLAT 2020)

LOT B: (WEST LOT)
LA JOLLA POINTE ADDITION PH 2, BLOCK A, LOT 10, ACRES 1.280, (REPLAT 2008)

LOT C: (SOUTH LOT)
LA JOLLA POINTE ADDITION, BLOCK A, LOT 19, ACRES 2.544 C2

**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

CRADDOCK ARCHITECTURE
551 EMBARGO DR. FATE TEXAS 75189 214-952-0527

SHIPMAN FIRE PROTECTION

REGISTERED ARCHITECT PHILLIP RAY CRADDOCK JR 19207 STATE OF TEXAS

9.11.2025
PHILLIP CRADDOCK, ARCHITECT
TEXAS 19207

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REVISION

| # | Revision Date | Revision Description |
|---|---|---|

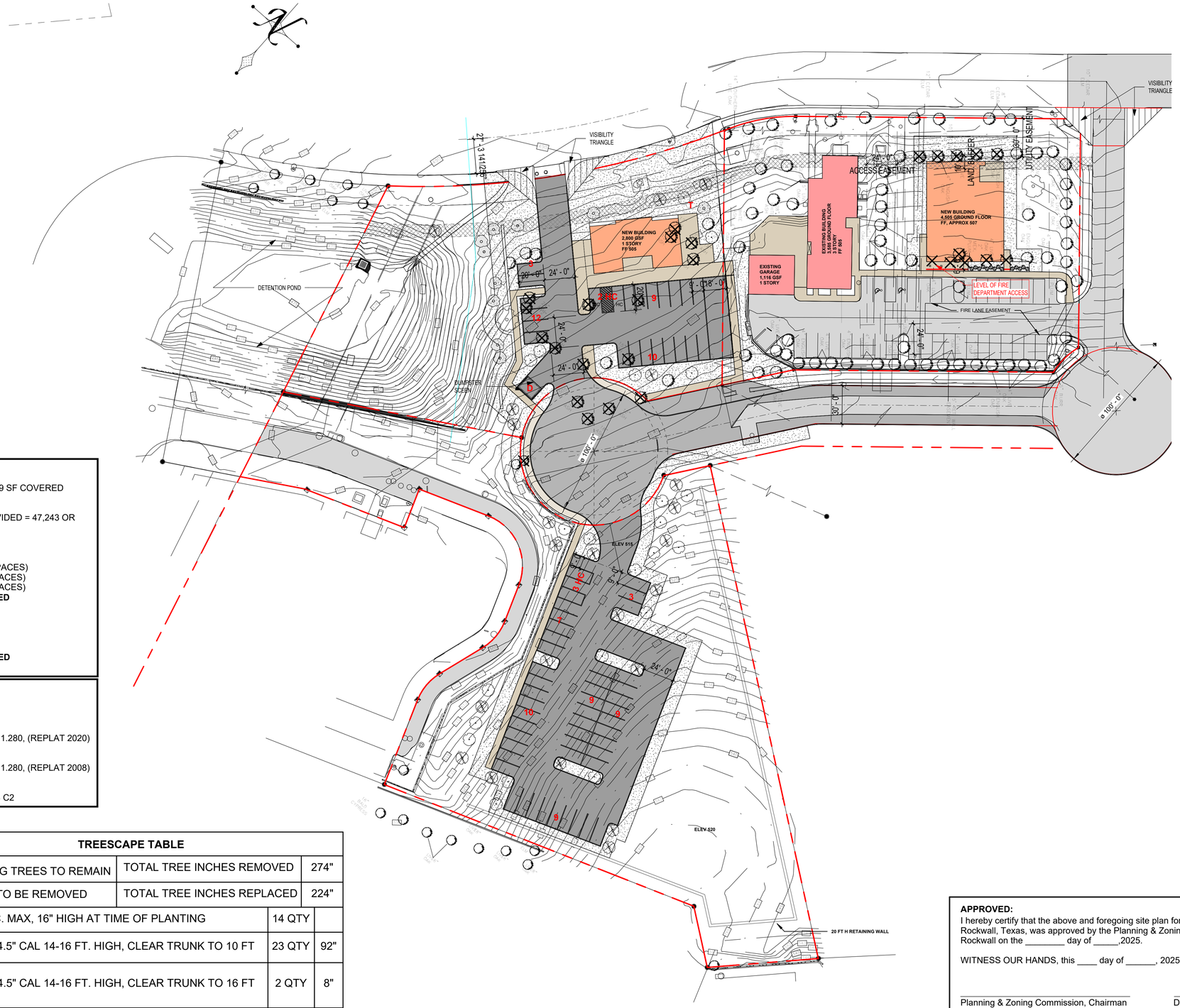
NEW OFFICE / STORAGE
1020 La Jolla Pointe Drive
Rockwall, TX 75087

Project number 2024-001
Date 8.14.2025
Scale: As indicated

SITE PLAN

A100

9/11/2025 11:17:33 AM

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| | |
|---|---|
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| NEW COFFEE SHOP (RESTAURANT) | 24 |
| **TOTAL** | **116 REQUIRED** |

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*DESIGN INTENT TO PLAT ALL LOTS TOGETHER*

LOT A: (ORIGINAL SHIPMAN LOT)
LA JOLLA POINTE ADDITION PH 2, BLOCK A, LOT 24, ACRES 1.280, (REPLAT 2020)

LOT B: (WEST LOT)
LA JOLLA POINTE ADDITION PH 2, BLOCK A, LOT 10, ACRES 1.280, (REPLAT 2008)

LOT C: (SOUTH LOT)
LA JOLLA POINTE ADDITION, BLOCK A, LOT 19, ACRES 2.544 C2

| LANDSCAPE LEGEND | | | TREESCAPE TABLE | | | |
|---|---|---|---|---|---|---|
| G1 | | BERMUDA GRASS | EXISTING TREES TO REMAIN | TOTAL TREE INCHES REMOVED | | 274" |
| G2 | | PEA GRAVEL | TREES TO BE REMOVED | TOTAL TREE INCHES REPLACED | | 224" |
| S1 | | DWARF YAUPON | 5 GAL, 16" O.C. MAX, 16" HIGH AT TIME OF PLANTING | | 14 QTY | |
| T1 | | CADDO MAPLE | 100 GAL, 4.0"-4.5" CAL 14-16 FT. HIGH, CLEAR TRUNK TO 10 FT | | 23 QTY | 92" |
| T2 | | LIVE OAK | 100 GAL, 4.0"-4.5" CAL 14-16 FT. HIGH, CLEAR TRUNK TO 16 FT | | 2 QTY | 8" |
| T3 | | TEXAS ASH | 100 GAL, 4.0"-4.5" CAL 14-16 FT. HIGH, CLEAR TRUNK TO 8 FT | | 21 QTY | 84" |
| T4 | | BALD CYPRESS | 100 GAL, 4.0"-4.5" CAL 14-16 FT. HIGH, CLEAR TRUNK TO 10 FT | | 10 QTY | 40" |

## 1 LANDSCAPE PLAN
1" = 40'-0"

GRAPHIC SCALE:
0 40' 80' 120' 160'

PLAN NORTH

TRUE NORTH

**APPROVED:**
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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

REGISTERED ARCHITECT PHILLIP RAY CRADDOCK JR 19207 STATE OF TEXAS

9.11.2025
PHILLIP CRADDOCK, ARCHITECT
TEXAS 19207

**CRADDOCK ARCHITECTURE**
551 EMBARGO DR. FATE TEXAS 75189 214-952-0527

# SHIPMAN FIRE PROTECTION

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REVISION

| # | Revision Date | Revision Description |
|---|---|---|

NEW OFFICE / STORAGE
1020 La Jolla Pointe Drive
Rockwall, TX 75087

Project number 2024-001
Date 8.14.2025
Scale: As indicated

LANDSCAPE PLAN

A101

9/11/2025 11:17:36 AM

## 2 WEST SIDE ELEVATION

1/8" = 1'-0"

## 1 SOUTH ELEVATION

1/8" = 1'-0"

| MATERIAL CALCULATIONS | | AREA | % |
|---|---|---|---|
| NORTH ELEVATION | | 5,531 | |
| MASONRY | | | |
| | BRICK & CAST STONE | 5,066 | 91.6% |
| | 3 PART STUCCO | 464 | 8.4% |
| EAST ELEVATION | | 6,551 | |
| MASONRY | | | |
| | BRICK & CAST STONE | 6,188 | 94.5% |
| | 3 PART STUCCO | 363 | 5.5% |

| | | AREA | % |
|---|---|---|---|
| SOUTH ELEVATION | | 4,701 | |
| MASONRY | | | |
| | BRICK & CAST STONE | 4,432 | 94.3% |
| | 3 PART STUCCO | 269 | 5.7% |
| WEST ELEVATION | | 6,625 | |
| MASONRY | | | |
| | BRICK & CAST STONE | 6,016 | 90.8% |
| | 3 PART STUCCO | 609 | 9.2% |

**GRAPHIC SCALE:**

0 8' 16' 24' 32'

**APPROVED:**
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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

9/11/2025 11:17:49 AM

CRADDOCK ARCHITECTURE

REGISTERED ARCHITECT PHILLIP RAY CRADDOCK JR 19207 STATE OF TEXAS

9.11.2025
PHILLIP CRADDOCK, ARCHITECT
TEXAS 19207

**CRADDOCK ARCHITECTURE**
551 EMBARGO DR. FATE TEXAS 75189 214-952-0527

SHIPMAN FIRE PROTECTION

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REVISION

| # | Revision Date | Revision Description |
|---|---|---|

NEW OFFICE / STORAGE
1020 La Jolla Pointe Drive
Rockwall, TX 75087

Project number 2024-001
Date 8.14.2025

EXTERIOR ELEVATIONS

Scale: As indicated

A600

## 2 EAST SIDE ELEVATION

1/8" = 1'-0"

## 1 NORTH ELEVATION

1/8" = 1'-0"

| MATERIAL CALCULATIONS | AREA | % | | AREA | % |
|---|---|---|---|---|---|
| NORTH ELEVATION | 5,531 | | SOUTH ELEVATION | 4,701 | |
| MASONRY | | | MASONRY | | |
| BRICK & CAST STONE | 5,066 | 91.6% | BRICK & CAST STONE | 4,432 | 94.3% |
| 3 PART STUCCO | 464 | 8.4% | 3 PART STUCCO | 269 | 5.7% |
| EAST ELEVATION | 6,551 | | WEST ELEVATION | 6,625 | |
| MASONRY | | | MASONRY | | |
| BRICK & CAST STONE | 6,188 | 94.5% | BRICK & CAST STONE | 6,016 | 90.8% |
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0 8' 16' 24' 32'

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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

9/11/2025 11:18:01 AM

CRADDOCK ARCHITECTURE

REGISTERED ARCHITECT PHILLIP RAY CRADDOCK JR 19207 STATE OF TEXAS

9.11.2025
PHILLIP CRADDOCK, ARCHITECT
TEXAS 19207

**CRADDOCK ARCHITECTURE**
551 EMBARGO DR. FATE TEXAS 75189 214-952-0527

# SHIPMAN FIRE PROTECTION

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| REVISION | | |
|---|---|---|
| # | Revision Date | Revision Description |

NEW OFFICE / STORAGE
1020 La Jolla Pointe Drive
Rockwall, TX 75087

Project number 2024-001
Date 8.14.2025
Scale: As indicated

EXTERIOR ELEVATIONS

A601

**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

REGISTERED ARCHITECT
PHILLIP RAY CRADDOCK JR.
19207
STATE OF TEXAS

9.11.2025
PHILLIP CRADDOCK, ARCHITECT
TEXAS 19207

**CRADDOCK ARCHITECTURE**
551 EMBARGO DR. FATE TEXAS 75189 214-952-0527

# SHIPMAN FIRE PROTECTION

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REVISION

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|---|---|---|

NEW OFFICE / STORAGE
1020 La Jolla Pointe Drive
Rockwall, TX 75087

Project number 2024-001
Date 8.14.2025

PERSPECTIVES

Scale: 1" = 1'-0"

A602

9/11/2025 11:18:02 AM

## 2 SOUTH ELEVATION

1/4" = 1'-0"

## 1 WEST SIDE ELEVATION

1/4" = 1'-0"

| MATERIAL CALCULATIONS | | 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:**
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

9/11/2025 9:48:20 AM

CRADDOCK ARCHITECTURE

STATE OF TEXAS · REGISTERED ARCHITECT · PHILLIP RAY CRADDOCK JR · 19207

9.11.25
PHILLIP CRADDOCK, ARCHITECT
TEXAS 19207


**CRADDOCK ARCHITECTURE**
551 EMBARGO DR. FATE TEXAS 75189 214-952-0527


SHIPMAN'S COFFEE


COPYRIGHT 2025 - CRADDOCK ARCHITECTURE PLLC. FOR USE ONLY ON A SPECIFIC SITE.


REVISION

| # | Revision Date | Revision Description |
|---|---|---|

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

Project number 2024.002
Date 9.5.25

Architectural Building Elevations

Scale: As indicated

A603

## 2 NORTH ELEVATION

1/4" = 1'-0"

## 1 EAST SIDE ELEVATION

1/4" = 1'-0"

| MATERIAL CALCULATIONS | | 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:**
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

9/11/2025 9:48:30 AM

CRADDOCK ARCHITECTURE

REGISTERED ARCHITECT PHILLIP RAY CRADDOCK JR. 19207 STATE OF TEXAS

9.11.25
PHILLIP CRADDOCK, ARCHITECT
TEXAS 19207

**CRADDOCK ARCHITECTURE**
551 EMBARGO DR. FATE TEXAS 75189 214-952-0527

SHIPMAN'S COFFEE

COPYRIGHT 2025 - CRADDOCK ARCHITECTURE PLLC. FOR USE ONLY ON A SPECIFIC SITE.

| REVISION | | |
|---|---|---|
| # | Revision Date | Revision Description |

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

Project number 2024.002
Date 9.5.25

Architectural Building Elevations

Scale: As indicated

A604

**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

9/11/2025 9:48:32 AM

CRADDOCK
ARCHITECTURE

PHILLIP RAY CRADDOCK JR. REGISTERED ARCHITECT 9207 STATE OF TEXAS

9.11.25
PHILLIP CRADDOCK, ARCHITECT
TEXAS 19207

**CRADDOCK ARCHITECTURE**
551 EMBARGO DR. FATE TEXAS 75189 214-952-0527

SHIPMAN'S COFFEE

COPYRIGHT 2025 - CRADDOCK ARCHITECTURE PLLC. FOR USE ONLY ON A SPECIFIC SITE.

REVISION

| # | Revision Date | Revision Description |
|---|---|---|

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

Project number 2024.002
Date 9.5.25

PERSPECTIVES

Scale: 1" = 1'-0"

A605

3 PART STUCCO DOVE TAIL

3 PART STUCCO WHITE

CRADDOCK ARCHITECTURE

BERRIDGE MATTE BLACK

CAST STONE WHITE

ACME GARNET

ACME ALLENTOWN

ACME SLATE GRAY

SHIPMAN FIRE PROTECTION

**CITY OF ROCKWALL**

**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 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 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 futur*e -- and with the following conditions:



DRAFT 10.2.2025

## 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 *Site Plan* 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.



DRAFT ORDINANCE 1020.2025

**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*

1st Reading: *October 20, 2025*

2nd Reading: *November 3, 2025*

DRAFT ORDINANCE 10.20.2025

**Exhibit 'A'**
*Location Map*

*Address:* *1020 La Jolla Pointe Drive*
*Legal Description:* Lot 19, Block A, La Jolla Pointe Addition and Lots 10 & 24, Block A, La Jolla Pointe, Phase 2 Addition

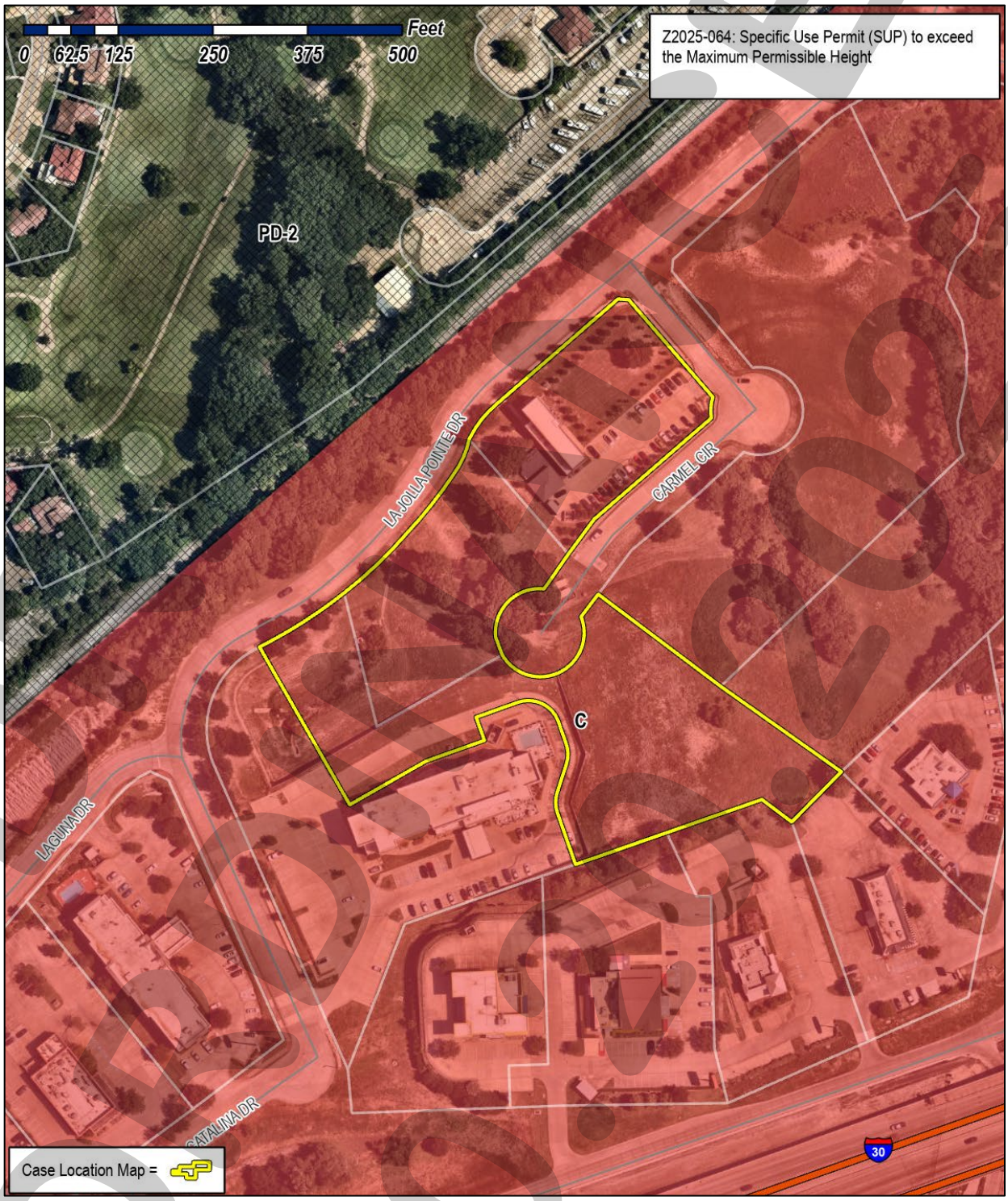


**Exhibit 'B'**
*Site Plan*

DRAFT ORDINANCE 10.8.2025

**Exhibit 'C':**
*Building Elevations*

DRAFT
ORDINANCE
10.6.2025

# Exhibit 'C':
## Building Elevations

DRAFT
ORDINANCE
10.21.2025

# CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

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

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **DATE:** | 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 *Specific Use Permit (SUP)* 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.

## 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.

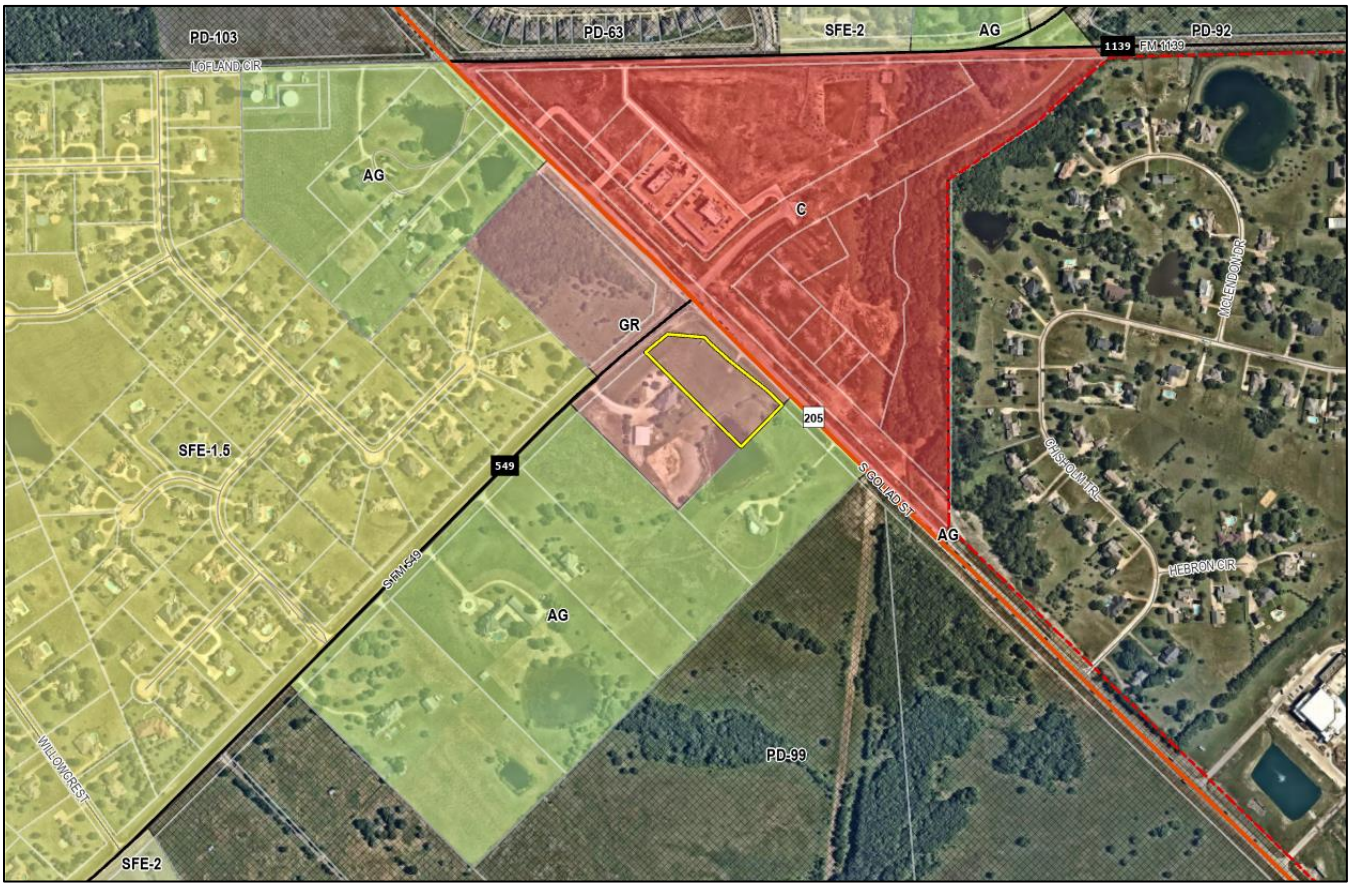
*South*: Directly south of the subject property is a 6.00-acre tract of land (*i.e. Tract 17-8 of the W. W. Ford Survey, Abstract No. 80*) developed with a single-family home. Beyond this is a 7.493-acre vacant tract of land (*i.e. Tract 17-14 of the W. W. Ford Survey, Abstract No. 80*). Both properties 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.

*West*: 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)ll 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 *Specific Use Permit (SUP)* for a *Retail Store with Gasoline Sales* 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 *Site Plan* 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 *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 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**
PLANNING & ZONING CASE NO.

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

DIRECTOR OF PLANNING:

CITY ENGINEER:

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

**PLATTING APPLICATION FEES:**
- ☐ MASTER PLAT ($100.00 + $15.00 ACRE) [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:**
- ☐ SITE PLAN ($250.00 + $20.00 ACRE) [1]
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN ($100.00)

**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 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 INFORMATION [PLEASE PRINT]

| | | | | | |
|---|---|---|---|---|---|
| ADDRESS | TRACK 17-12 OD THE W.W. FORD SURVEY, ABSTRACT NO. 80 | | | | |
| SUBDIVISION | W.W. FORD SURVEY | | LOT | 2 | BLOCK A |
| GENERAL LOCATION | 549/205 | | | | |

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

| | | | |
|---|---|---|---|
| CURRENT ZONING | GENERAL RETAIL | CURRENT USE | N/A |
| PROPOSED ZONING | GENERAL RETAIL | PROPOSED USE | GR WITH MORE THAN 2 FUEL PUMPS |
| ACREAGE | 2.59 | LOTS [CURRENT] | 1 |
| | | LOTS [PROPOSED] | 1 |

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

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

| | | | |
|---|---|---|---|
| ☐ OWNER | JBR2, LLC | ☒ APPLICANT | STROHMEYER ARCHITECTS |
| CONTACT PERSON | D.W. BOBST | CONTACT PERSON | JIMMY STROHMEYER |
| ADDRESS | [redacted] | ADDRESS | [redacted] |
| CITY, STATE & ZIP | | CITY, STATE & ZIP | |
| PHONE | | PHONE | |
| E-MAIL | | E-MAIL | |

## NOTARY VERIFICATION [REQUIRED]

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

*"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF* $ 238.85 *TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE* 12th *DAY OF* September, 2025. *BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."*

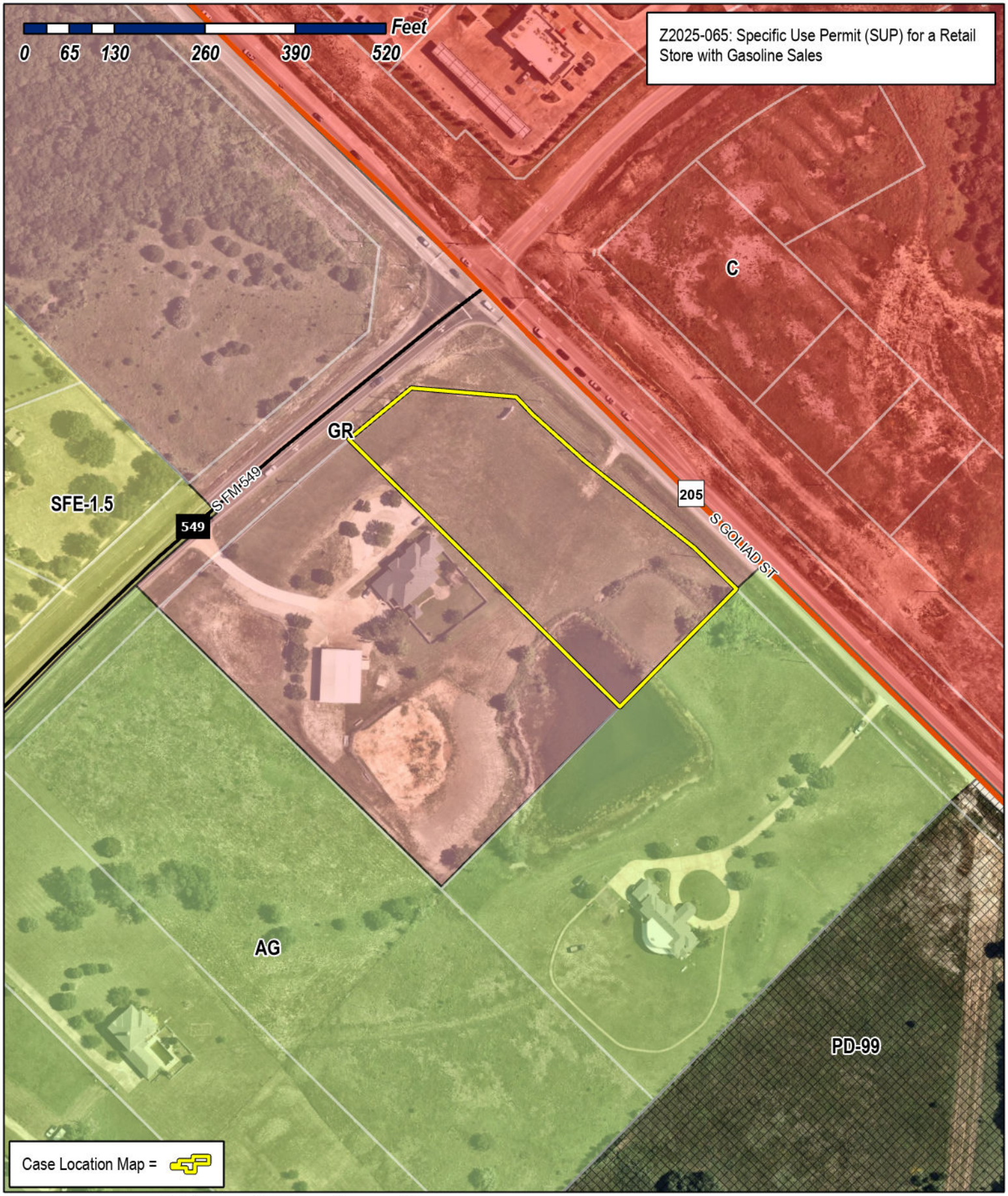
*GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE* 12th *DAY OF* September, 2025

*OWNER'S SIGNATURE* D.W. Bobst

*NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS* M. Broyles

MARLENA BROYLES
Notary ID #135030641
My Commission Expires
August 7, 2028

*MY COMMISSION EXPIRES* 08/07/28




**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.

# City of Rockwall

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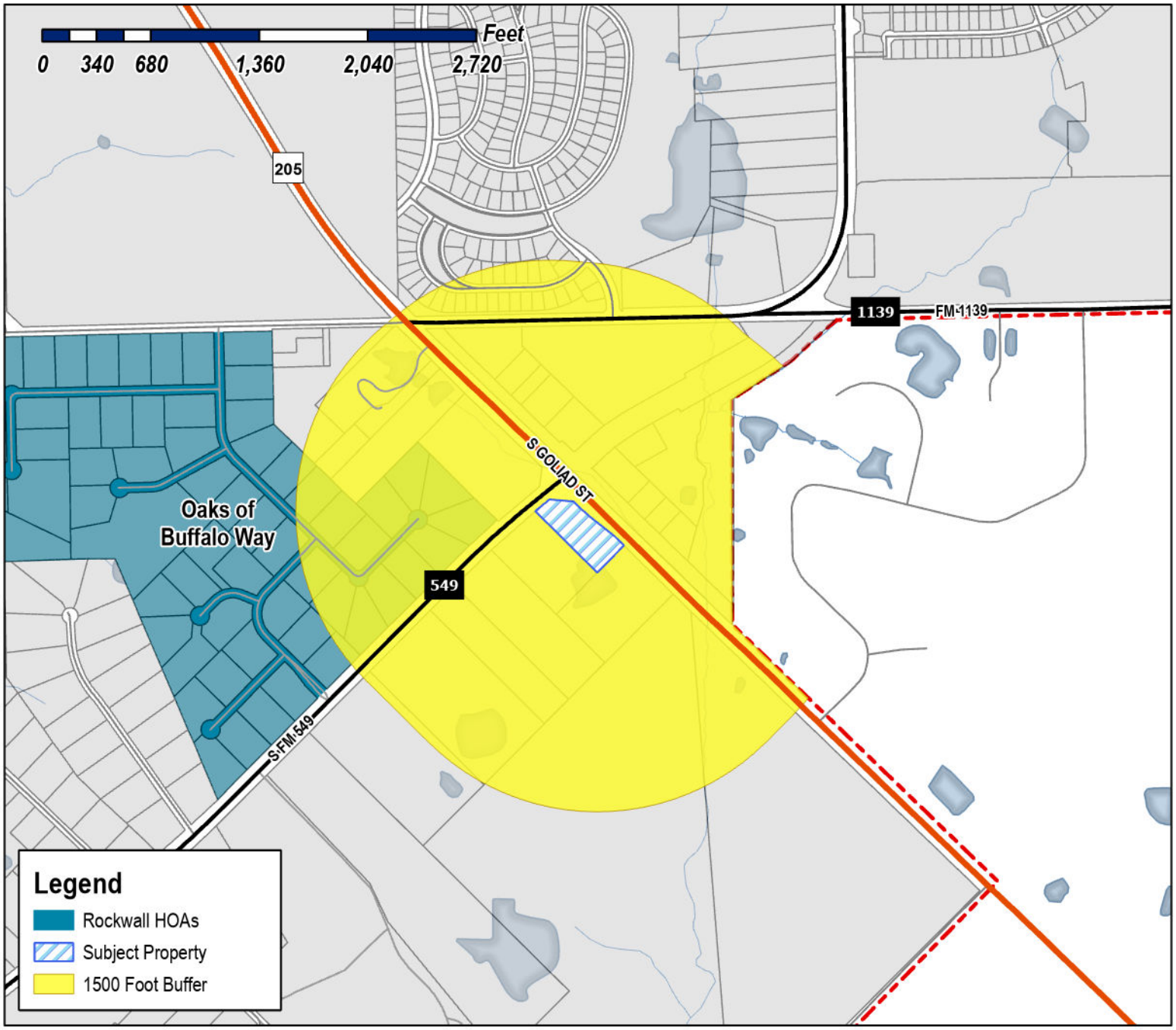


**Case Number:** Z2025-065
**Case Name:** SUP for a Retail Store with Gasoline Sales
**Case Type:** Zoning
**Zoning:** General Retail (GR) District
**Case Address:** SH 205 and FM 549

**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<br>HOA Map (09.12.2025).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.

Z2025-065: 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 Specific Use Permit (SUP) 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

# City of Rockwall

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

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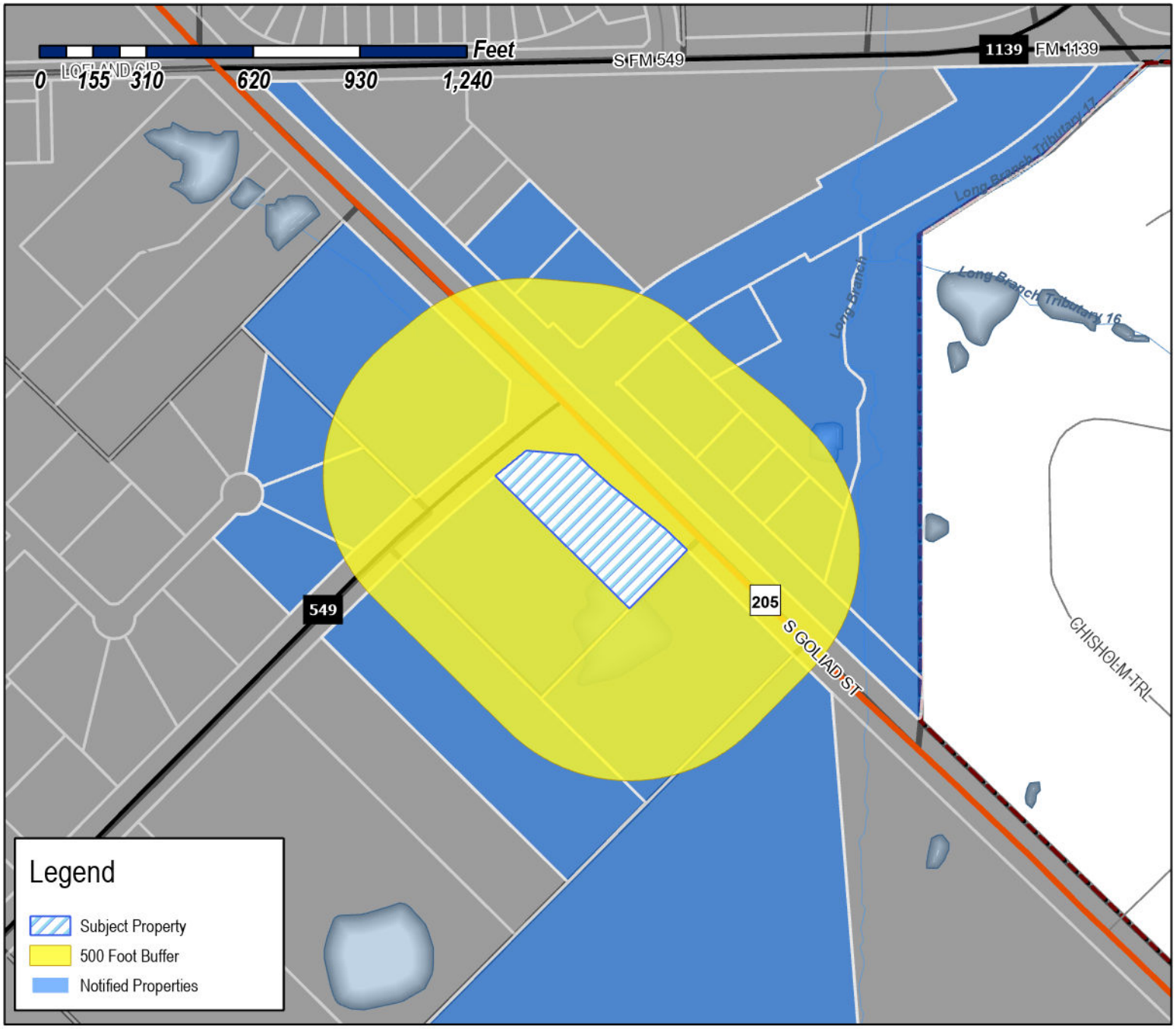
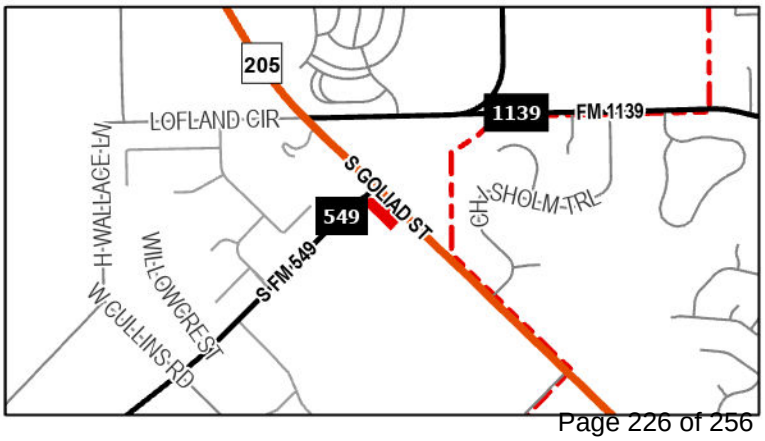



**Case Number:** Z2025-065
**Case Name:** SUP for a Retail Store with Gasoline Sales
**Case Type:** Zoning
**Zoning:** General Retail (GR) District
**Case Address:** SH 205 and FM 549




**Date Saved: 9/22/2025**
For Questions on this Case Call: (972) 771-7745

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

# PUBLIC NOTICE

CITY OF ROCKWALL
PLANNING AND ZONING DEPARTMENT
PHONE: (972) 771-7745
EMAIL: PLANNING@ROCKWALL.COM

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 Specific Use Permit (SUP) 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 *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*. 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

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. Z2025-065: 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:

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

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.

Don't want this next to our house
cause of privacy + disturbance.

Name: Dr Mohiudin Zeb & Nasreen Zeb

Address: 5128 - S. Hwy 205 Rockwall 75032

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

F.M. ROAD NO. 549
(VARIABLE WIDTH R.O.W.)

EXISTING DRIVE
CURB CUT OFF FM 549

EXISTING DRIVE

ACCESS EASEMENT

5

5

5,600 SF
RETAIL

8 FUEL
PUMPS

13

EXISTING DRIVE
CURB CUT OFF HWY 205

STATE HIGHWAY 205
(VARIABLE WIDTH R.O.W.)

LOT 1
BLOCK A
4.739 AC
206,424 SF

LOT 2
BLOCK A
2.590 AC
112,811 SF

PARKING

REQUIRED - 1 PER 250 SF RETAIL
5,600 / 250 = 23 SPACES

PROVIDED - 23 SPACES

**1 - CONCEPT PLAN**
SCALE: 1"= 30'

STROHMEYER
ARCHITECTS inc.

Consultants:

CIVIL:

STRUCTURAL:

MEP:

FOOD SERVICE:

LANDSCAPING:

CONCEPT DESIGN

REGISTERED ARCHITECT
JAMES STROHMEYER JR.
17588
STATE OF TEXAS

James Strohmeyer Jr.
10-7-25

JBR-2

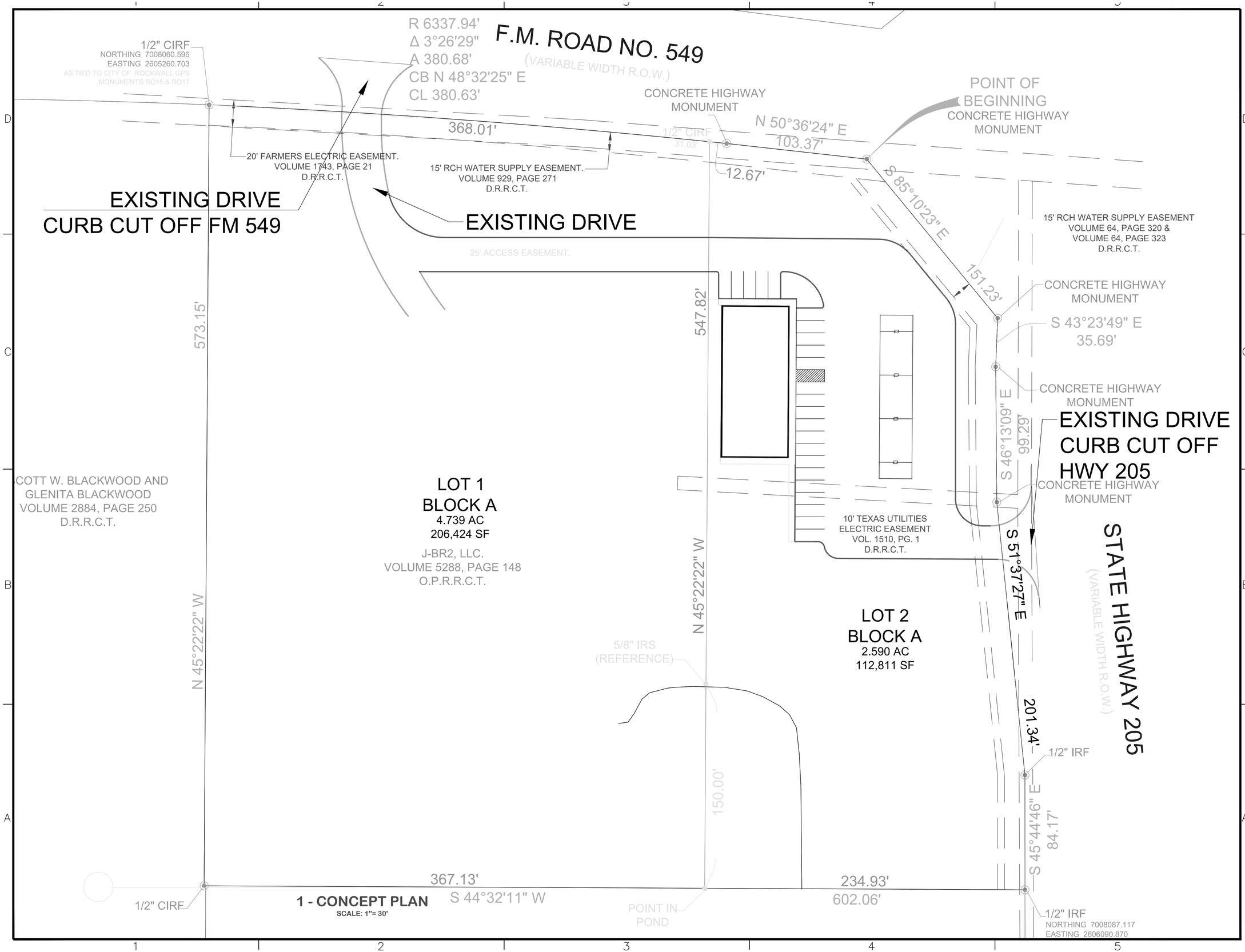
**CONVENIENCE STORE**
**DRY CLEANERS**
**HWY 549 / HWY 205**
**ROCKWALL, TX**

Project Number:
Drawing Date: 10/07/2025
Drawn:
Checked:
Scale:
ACAD File:
© 2025 Strohmeyer Architects, Inc.

Revisions:

Sheet Title:

CASE NUMBER
Z2025-035




**1 - CONCEPT PLAN**
SCALE: 1"= 30'

STROHMEYER ARCHITECTS inc.

Consultants:
CIVIL:
STRUCTURAL:
MEP:
FOOD SERVICE:
LANDSCAPING:

CONCEPT DESIGN

REGISTERED ARCHITECT JAMES STROHMEYER JR. 17588 STATE OF TEXAS
James Strohmeyer Jr.
10-7-25

JBR-2

**CONVENIENCE STORE**
**DRY CLEANERS**
**HWY 549 / HWY 205**
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Drawn:
Checked:
Scale:
ACAD File:
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Revisions:

Sheet Title:

CASE NUMBER
Z2025-035

& RO17

CONCRETE HIGHWAY MONUMENT

POINT OF BEGINNING
CONCRETE HIGHWAY MONUMENT

368.01'

C3 31.04'

C1

1/2" CIRF

N 50°36'24" E
103.37'

12.67'

C2

L3

L1

L2 547.82'

S 85°10'23" E

151.23'

20' FARMERS ELECTRIC EASEMENT. VOLUME 1743, PAGE 21 D.R.R.C.T.

15' RCH WATER SUPPLY EASEMENT. VOLUME 929, PAGE 271 D.R.R.C.T.

25' ACCESS EASEMENT. BY THIS PLAT

15' RCH WATER SUPPLY EASEMENT
VOLUME 64, PAGE 320 &
VOLUME 64, PAGE 323
D.R.R.C.T.

573.15'

CONCRETE HIGHWAY MONUMENT

S 43°23'49" E
35.69'

5,500 SF

CONCRETE HIGHWAY MONUMENT

S 46°13'09" E
99.29'

10' TEXAS UTILITIES ELECTRIC EASEMENT VOL. 1510, PG. 1 D.R.R.C.T.

CONCRETE HIGHWAY MONUMENT

LOT 1
BLOCK A
4.739 AC
206,424 SF

J-BR2, LLC.
VOLUME 5288, PAGE 148
O.P.R.R.C.T.

N 45°22'22" W

N 45°22'22" W

5/8" IRS
(REFERENCE)

4,000 SF

S 51°37'27" E

201.34'

STATE HIGHWAY 205
(VARIABLE WIDTH R.O.W.)

1/2" IRF

S 45°44'46" E
47.18'

LOT 2
BLOCK A
2.590 AC
112,811 SF

150.00'

367.13'
S 44°32'11" W
602.06'

POINT IN

234.93'

1/2" IRF

CIRF

1 - CONCEPT PLAN
SCALE: 1" = 30'

1 2 3 4 5

A B C D

STROHMEYER ARCHITECTS INC.

Consultants:

CIVIL:

STRUCTURAL:

MEP:

FOOD SERVICE:

LANDSCAPING:

CONCEPT DESIGN

REGISTERED ARCHITECT
JAMES STROHMEYER JR.
17589
STATE OF TEXAS

James Strohmeyer Jr.
10.7.25

JBR-2

**CONVENIENCE STORE**
**DRY CLEANERS**
**HWY 549 / HWY 205**
**ROCKWALL, TX**

Project Number:
Drawing Date: 10/07/2025
Drawn:
Checked:
Scale:
ACAD File:

© 2025 Strohmeyer Architects, Inc.

Revisions:

Sheet Title:

**CITY OF ROCKWALL**

**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 [*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 *Specific Use Permit (SUP)* for a *Retail Store with Gasoline Sales* 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 *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

**SECTION 1.** That the 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 futur*e -- and



DRAFT ORDINANCE 10.20.25

with the following conditions:

**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



DRAFT ORDINANCE 20-25

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*

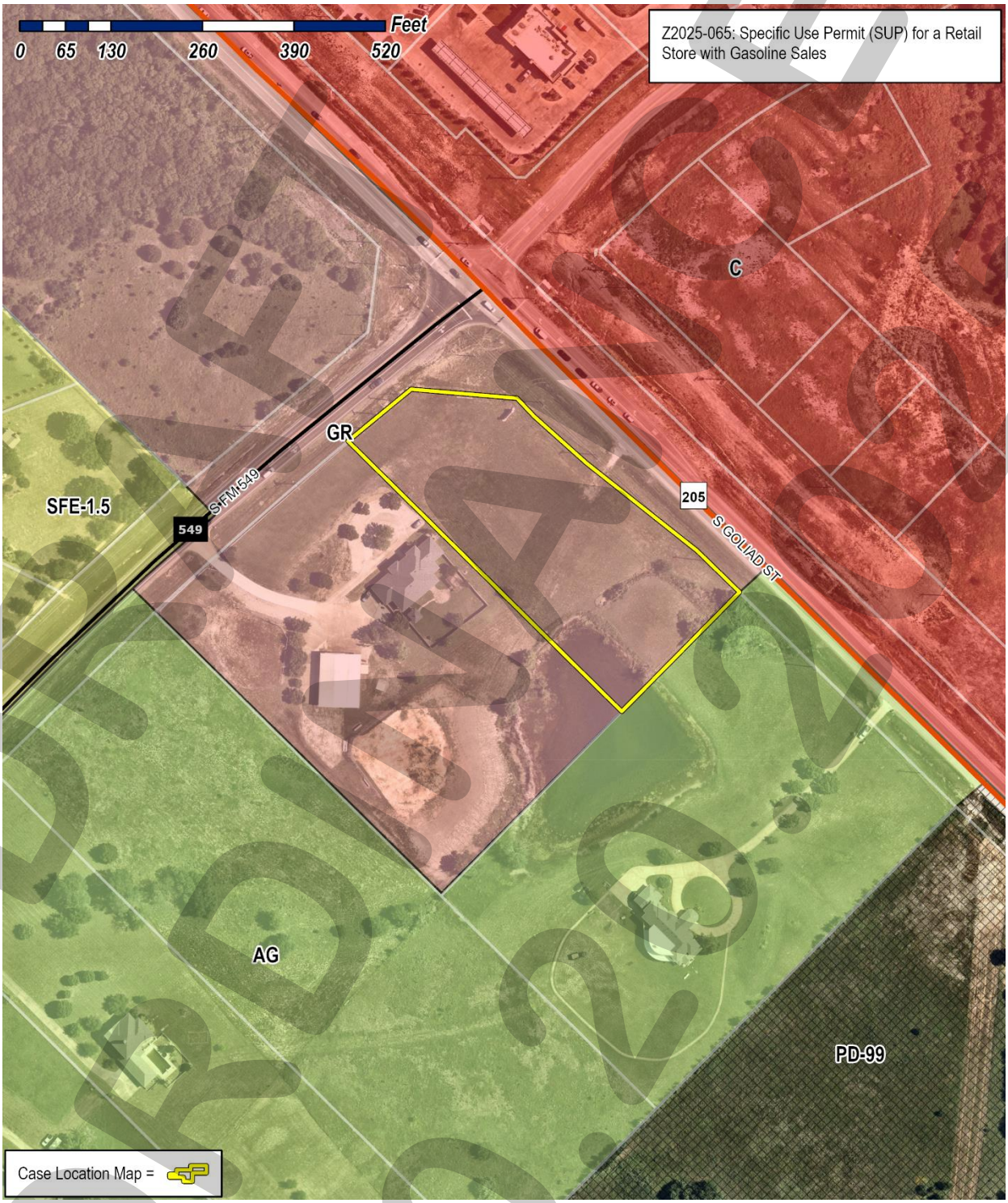
1st Reading: *October 20, 2025*

2nd Reading: *November 3, 2025*

DRAFT ORDINANCE 10.20.2025

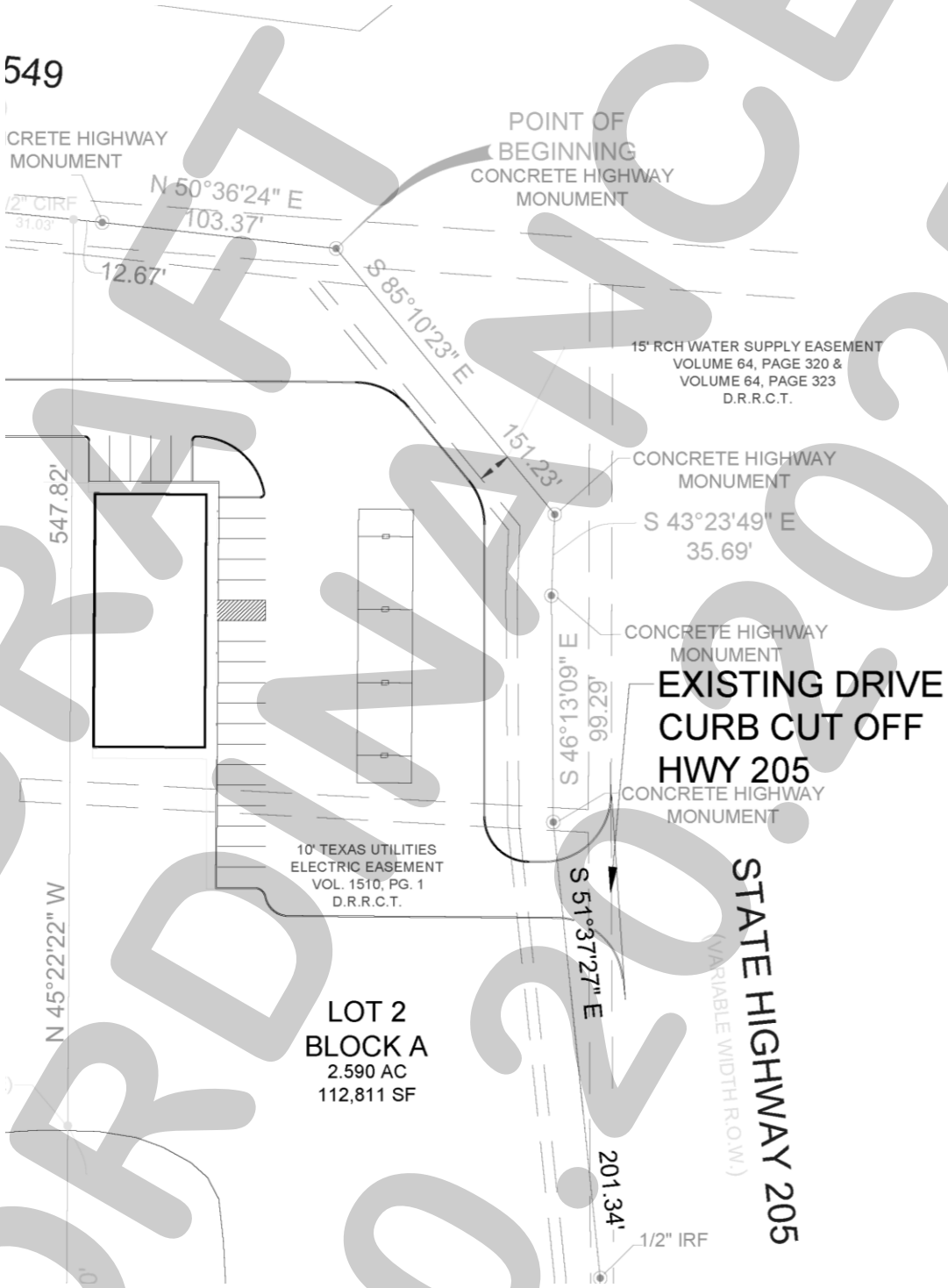
**Exhibit 'A':**
*Location Map*

*Legal Description:* Lot 2, Block A, JBR2 Addition



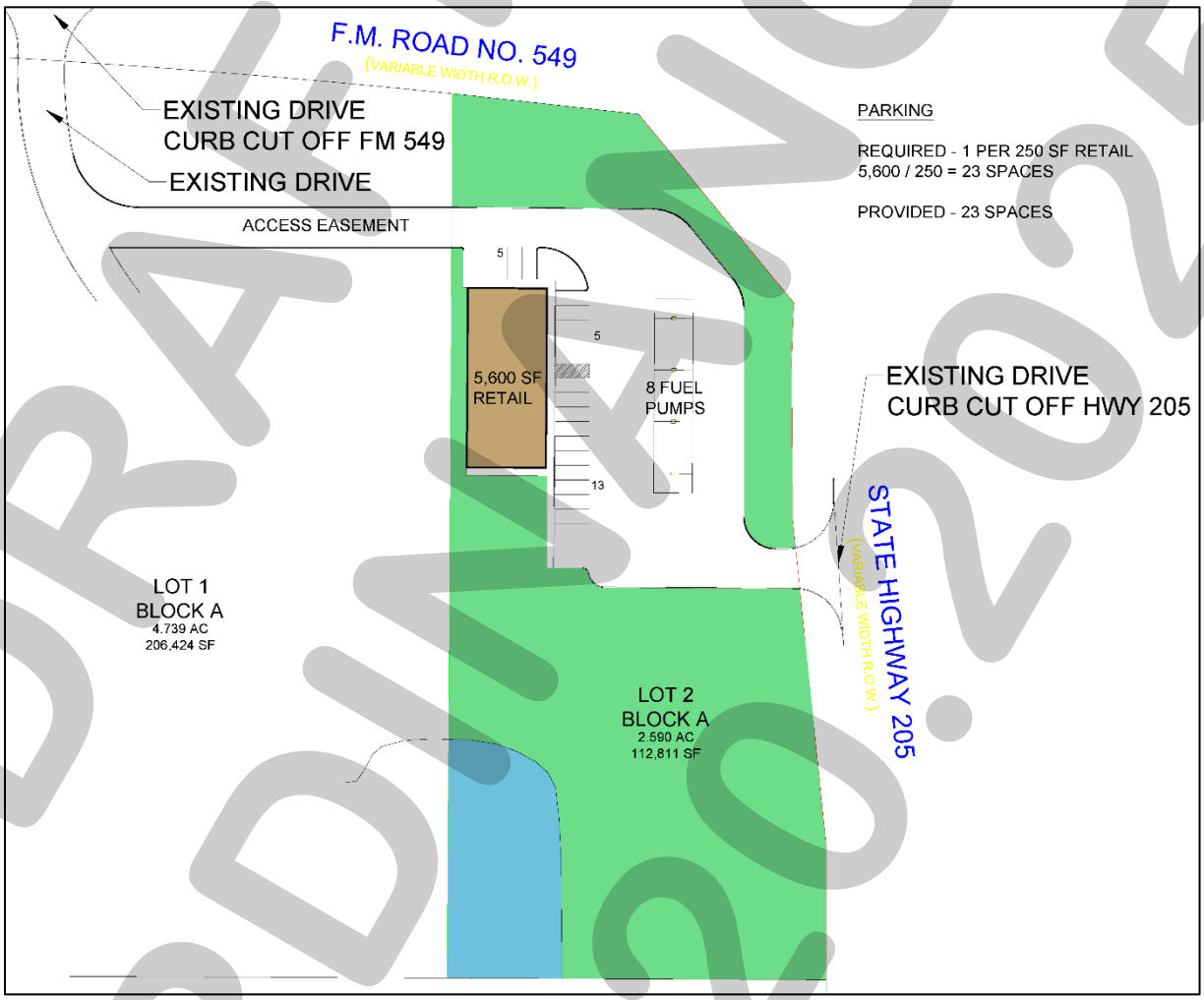

DRAFT 10.2025

**Exhibit 'B':**
*Survey*




DRAFT
ORDINANCE
10.20.2025

**Exhibit 'C':**
*Concept Plan*




DRAFT ORDINANCE 10.2025

# CITY OF ROCKWALL

CITY COUNCIL MEMORANDUM

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

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **CC:** | 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 *1.25* 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.

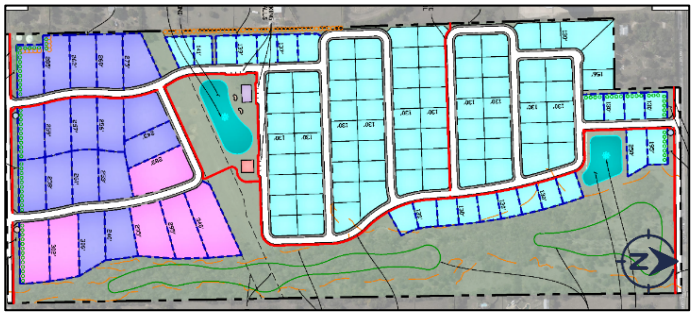


*FIGURE 1*: CONCEPT PLAN

*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

**STAFF USE ONLY**

**PLANNING & ZONING CASE NO.**

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

**DIRECTOR OF PLANNING:**

**CITY ENGINEER:**

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

***PLATTING APPLICATION FEES:***
- ☐ MASTER PLAT ($100.00 + $15.00 ACRE) [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:***
- ☐ SITE PLAN ($250.00 + $20.00 ACRE) [1]
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN ($100.00)

***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 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 INFORMATION [PLEASE PRINT]

| | | | | | |
|---|---|---|---|---|---|
| ADDRESS | 379 N COUNTRY LN, ROCKWALL, TX 75087 | | | | |
| SUBDIVISION | J.A. RAMSEY, ABSTRACT NO. 186, TRACT 6 | LOT | - | BLOCK | - |
| GENERAL LOCATION | EAST OF FM 1141 BETWEEN N COUNTRY LN AND CUSTER RD | | | | |

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

| | | | | | |
|---|---|---|---|---|---|
| CURRENT ZONING | PD | | CURRENT USE | VACANT | |
| PROPOSED ZONING | PD | | PROPOSED USE | SINGLE FAMILY RESIDENTIAL | |
| ACREAGE | 101.43 | LOTS [CURRENT] | 123 | LOTS [PROPOSED] | 123 |

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

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

| | | | |
|---|---|---|---|
| ☑ OWNER | ~~SEGO~~ ERWIN FARMS SF, LTD | ☐ APPLICANT | SCORSBURG COMPANY |
| CONTACT PERSON | JOHN ARNOLD | CONTACT PERSON | JOHN ARNOLD |
| ADDRESS | [redacted] | ADDRESS | [redacted] |
| CITY, STATE & ZIP | | TY, STATE & ZIP | |
| PHONE | | PHONE | |
| E-MAIL | | E-MAIL | |

## NOTARY VERIFICATION [REQUIRED]

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

*"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF* $ 75.00 *TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE* 30th *DAY OF* SEPTEMBER, 2025 *BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."*

*GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE* 30th *DAY OF* SEPTEMBER, 2025.

*OWNER'S SIGNATURE*

*NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS* Heather Thomas

HEATHER THOMAS
My Notary ID # 10361994
Expires October 29, 2028

*MY COMMISSION 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**

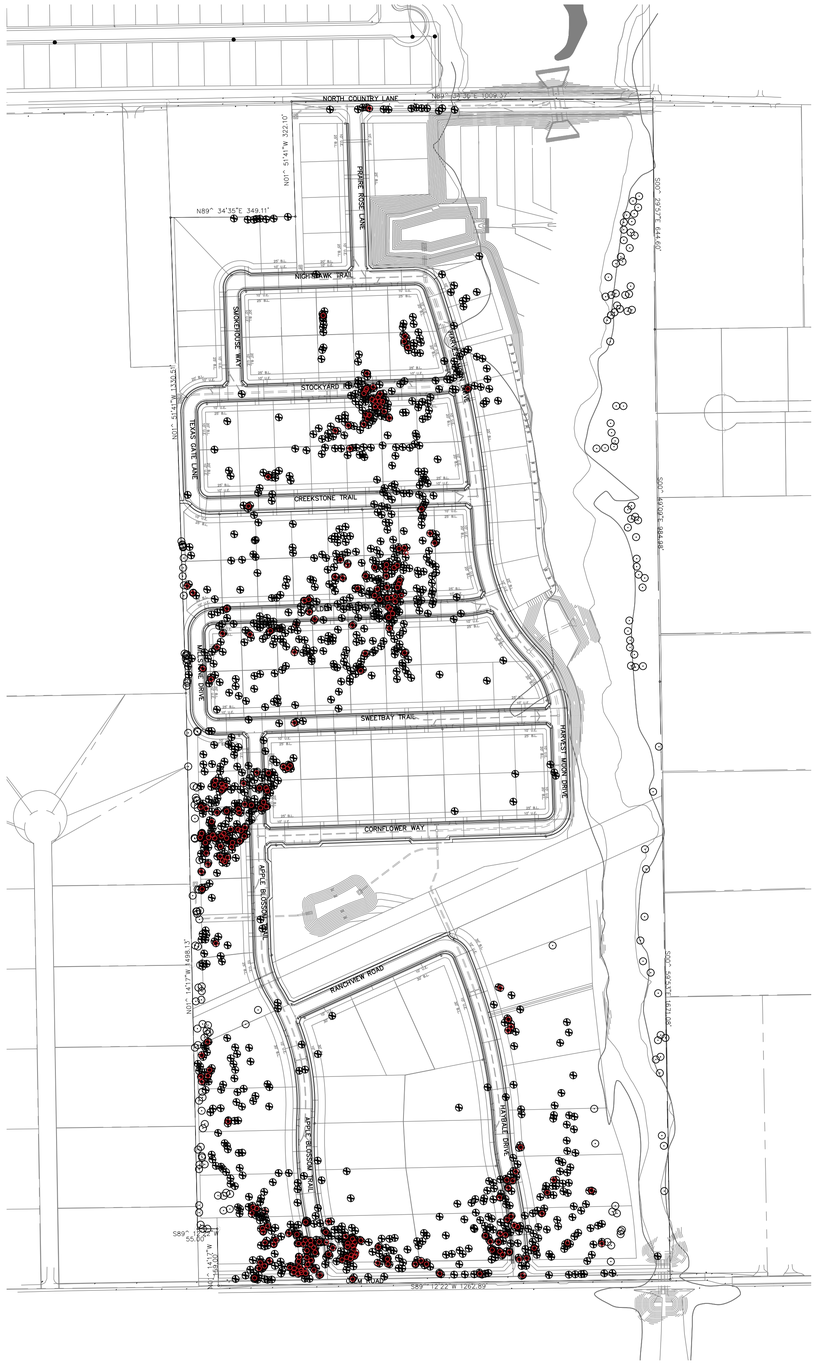
Bethany,

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

| PLANT SCHEDULE | |
|---|---|
| SYMBOL | BOTANICAL / COMMON NAME |
| TREES | |
| | EXISTING TREE TO BE REMOVED |
| | EXISTING TREE TO REMAIN |
| | 6' CEDAR RULE AREA |




811
**Know what's below.**
**Call before you dig.**
(@ least 48 hours prior to digging)

N

GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

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.


BANNISTER ENGINEERING
240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)


ERWIN FARMS
ROCKWALL, TEXAS

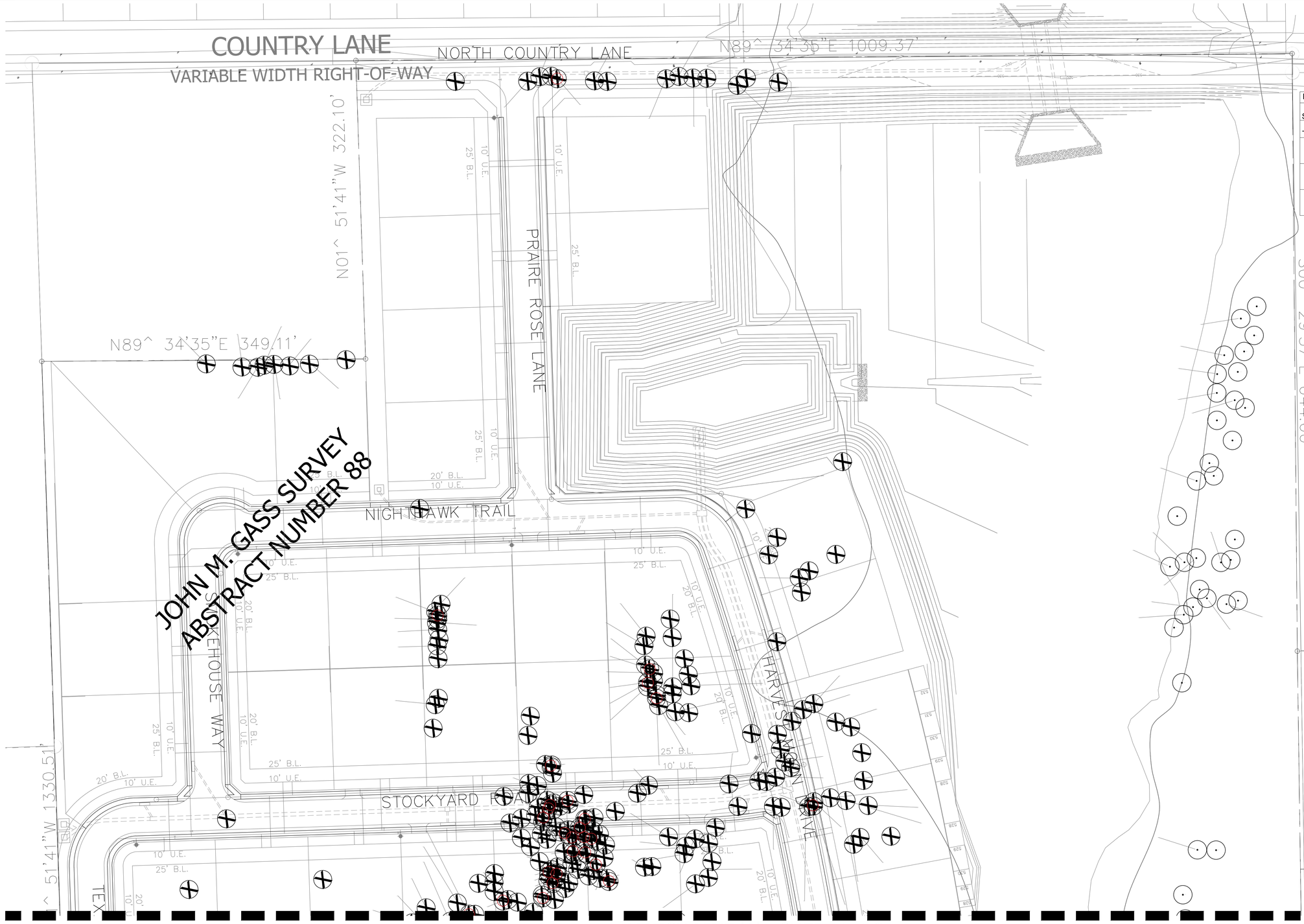
# OVERALL TREE PRESERVATION PLAN

| No. | Date | Revision Description |
|---|---|---|
| | | |

PROJECT NO: 090-25-003

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.#3141
09/30/2025

SHEET NO.
L-1.0




| PLANT SCHEDULE | |
|---|---|
| SYMBOL | BOTANICAL / COMMON NAME |
| TREES | |
| | EXISTING TREE TO BE REMOVED |
| | EXISTING TREE TO REMAIN |
| | 6' CEDAR RULE AREA |

811
**Know what's below.**
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GRAPHIC SCALE
50 0 25 50 100
( IN FEET )
1 inch = 50 ft.

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REGISTRATION # F-10599 (TEXAS)

ERWIN FARMS
ROCKWALL, TEXAS

TREE PRESERVATION PLAN

| No. | Date | Revision Description |
|---|---|---|
| | | |

PROJECT NO.: 090-25-003

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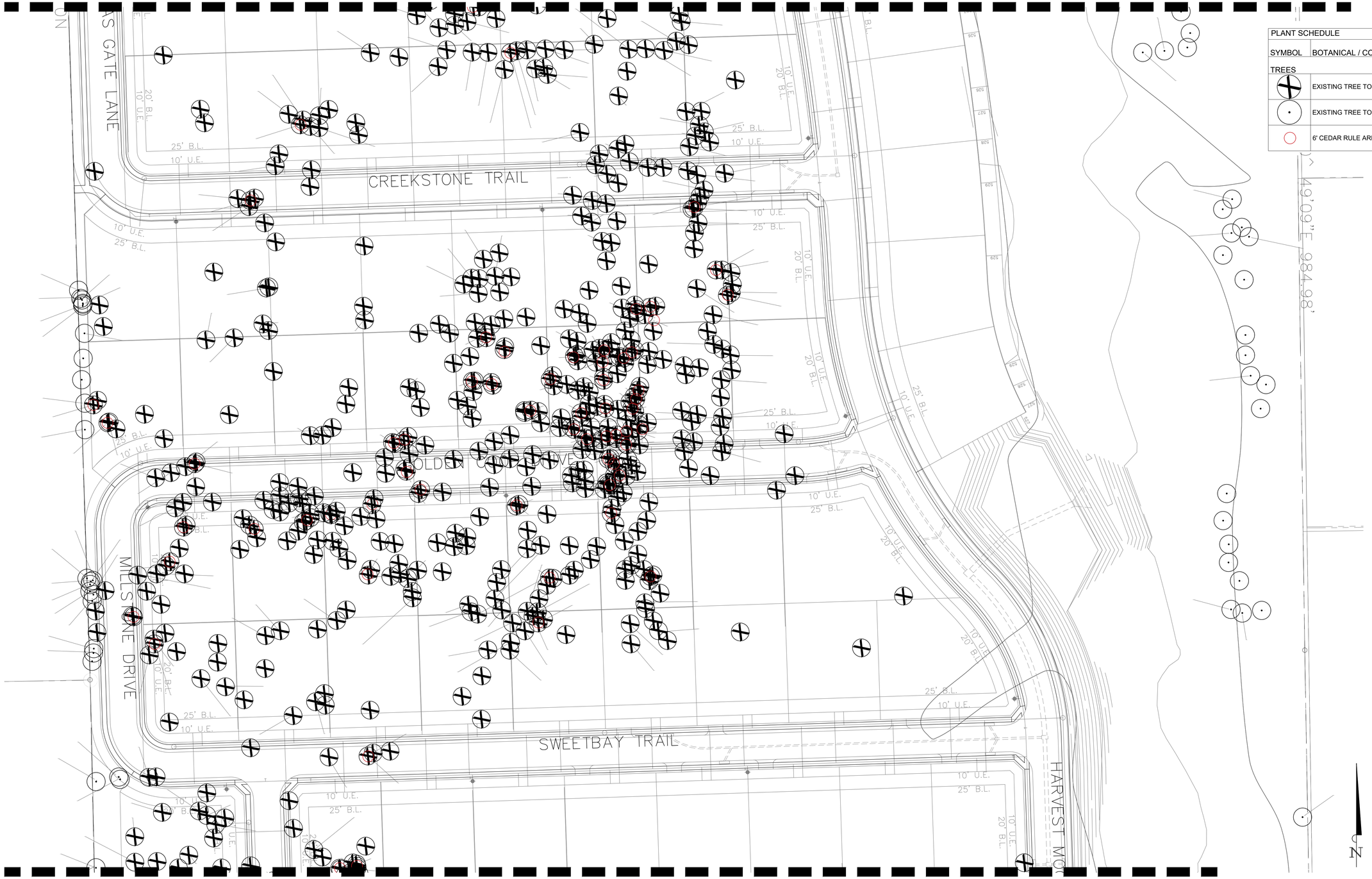
09/30/2025

SHEET NO.
L-1.1

MATCH LINE 'A' - SHEET L-1.1




| PLANT SCHEDULE | |
|---|---|
| SYMBOL | BOTANICAL / COMMON NAME |
| TREES | |
| | EXISTING TREE TO BE REMOVED |
| | EXISTING TREE TO REMAIN |
| | 6' CEDAR RULE AREA |

MATCH LINE 'B' - SHEET L-1.3

GRAPHIC SCALE

50 0 25 50 100

( IN FEET )
1 inch = 50 ft.

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(@ least 48 hours prior to digging)

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ERWIN FARMS
ROCKWALL, TEXAS

TREE PRESERVATION PLAN

| No. | Date | Revision Description |
|---|---|---|
| | | |

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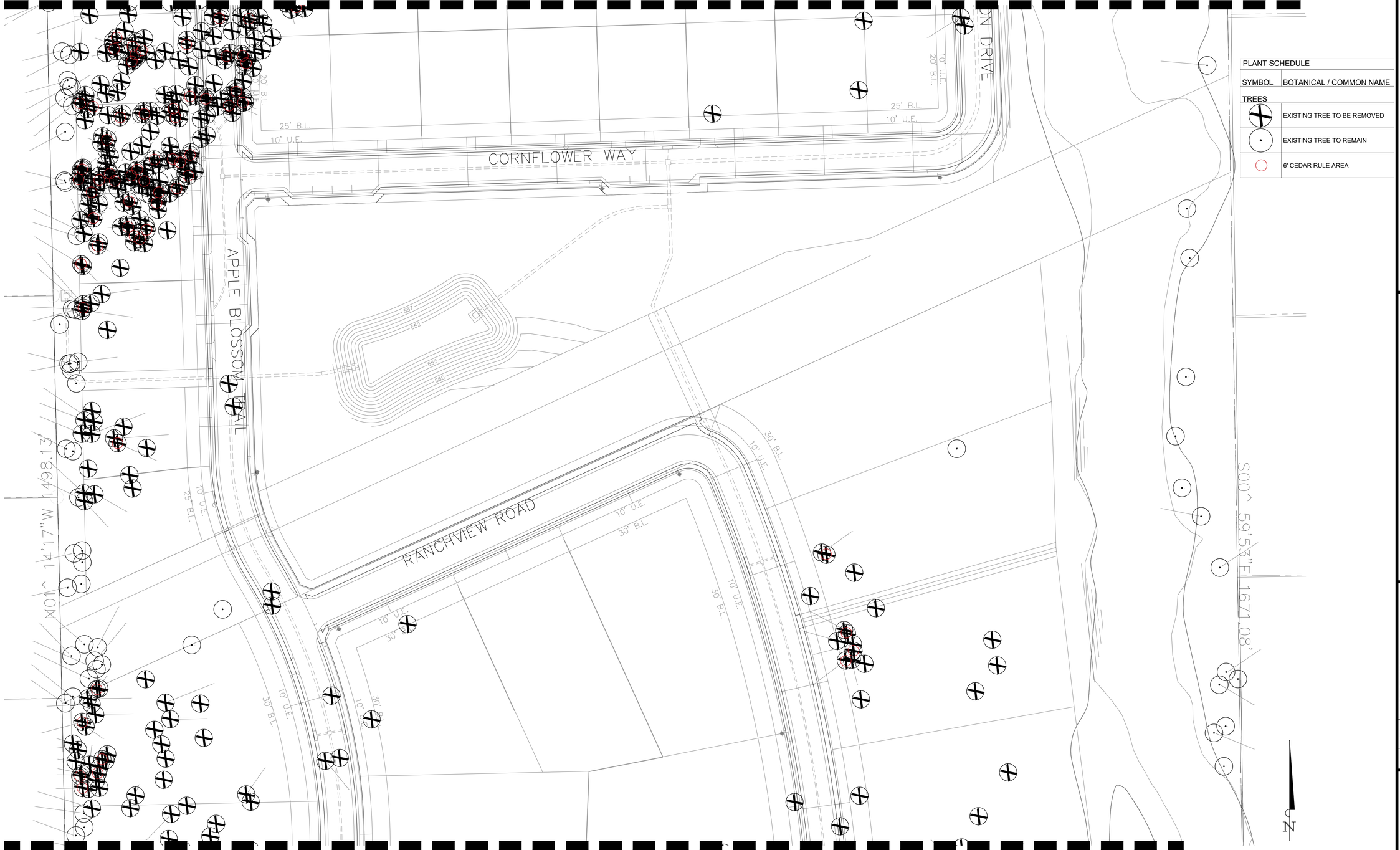
09/30/2025

SHEET NO.
L-1.2

MATCH LINE 'B' - SHEET L-1.3




MATCH LINE 'C' - SHEET L-1.4

| PLANT SCHEDULE | |
|---|---|
| SYMBOL | BOTANICAL / COMMON NAME |
| TREES | |
| | EXISTING TREE TO BE REMOVED |
| | EXISTING TREE TO REMAIN |
| | 6' CEDAR RULE AREA |

N

GRAPHIC SCALE

50 0 25 50 100

( IN FEET )
1 inch = 50 ft.

811
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09/30/2025

SHEET NO.
L-1.3

| NO. | CALIPER | SPECIES | REMAIN | REMOVE | REMARKS |
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| 5002 | 12 | CEDAR | | X | SECONDARY |
| 5003 | 10 | CEDAR | | X | SECONDARY |
| 5004 | 10 | CEDAR | | X | SECONDARY |
| 5005 | 10 | CEDAR | | X | SECONDARY |
| 5006 | 12 | CEDAR | | X | SECONDARY |
| 5007 | 12 | CEDAR | | X | SECONDARY |
| 5008 | 6 | CEDAR | | X | SECONDARY |
| 5009 | 8 | CEDAR | | X | SECONDARY |
| 5010 | 8 | CEDAR | | X | SECONDARY |
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| 5017 | 6 | CEDAR | | X | SECONDARY |
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| 5019 | 8 | CEDAR | | X | SECONDARY |
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| 5073 | 8 | CEDAR | | X | SECONDARY |
| 5074 | 6 | CEDAR | | X | SECONDARY |
| 5075 | 4 | CEDAR | | X | SECONDARY |
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| 5077 | 4 | CEDAR | | X | SECONDARY |
| 5078 | 3 | CEDAR | | X | SECONDARY |
| 5079 | 4 | CEDAR | | X | SECONDARY |
| 5080 | 7 | CEDAR | | X | SECONDARY |
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| 5094 | 6 | CEDAR | | X | SECONDARY |
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| 5104 | 4 | CEDAR | | X | SECONDARY |
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| 5109 | 6 | CEDAR | | X | SECONDARY |
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| 5123 | 11 | CEDAR | | X | SECONDARY |
| 5124 | 11 | CEDAR | | X | SECONDARY |
| 5125 | 8 | CEDAR | | X | SECONDARY |
| 5126 | 7 | CEDAR | | X | SECONDARY |
| 5127 | 12 | CEDAR | | X | SECONDARY |
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| 5129 | 7 | CEDAR | | X | SECONDARY |
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| 5133 | 6 | CEDAR | | X | SECONDARY |
| 5134 | 4 | CEDAR | | X | SECONDARY |
| 5135 | 6 | CEDAR | | X | SECONDARY |
| 5136 | 7 | CEDAR | | X | SECONDARY |
| 5137 | 7 | CEDAR | | X | SECONDARY |
| 5138 | 7 | CEDAR | | X | SECONDARY |
| 5139 | 3 | CEDAR | | X | NON-PROTECTED |
| 5140 | 6 | CEDAR | | X | SECONDARY |
| 5141 | 4 | CEDAR | | X | SECONDARY |
| 5142 | 8 | CEDAR | | X | SECONDARY |
| 5143 | 8 | CEDAR | | X | SECONDARY |
| 5144 | 3 | CEDAR | | X | NON-PROTECTED |
| 5145 | 10 | CEDAR | | X | SECONDARY |
| 5146 | 11 | CEDAR | | X | SECONDARY |
| 5147 | 7 | CEDAR | | X | SECONDARY |
| 5148 | 7 | CEDAR | | X | SECONDARY |
| 5149 | 7 | CEDAR | | X | SECONDARY |
| 5150 | 7 | CEDAR | | X | SECONDARY |
| 5151 | 6 | CEDAR | | X | SECONDARY |
| 5152 | 6 | CEDAR | | X | SECONDARY |
| 5153 | 7 | CEDAR | | X | SECONDARY |
| 5154 | 6 | CEDAR | | X | SECONDARY |
| 5155 | 3 | CEDAR | | X | NON-PROTECTED |
| 5156 | 3 | CEDAR | | X | NON-PROTECTED |
| 5157 | 6 | CEDAR | | X | SECONDARY |
| 5158 | 6 | CEDAR | | X | SECONDARY |
| 5159 | 9 | CEDAR | | X | SECONDARY |
| 5160 | 8 | CEDAR | | X | SECONDARY |
| 5161 | 3 | CEDAR | | X | NON-PROTECTED |
| 5162 | 8 | CEDAR | | X | SECONDARY |
| 5163 | 2 | CEDAR | | X | NON-PROTECTED |
| 5164 | 7 | CEDAR | | X | SECONDARY |
| 5165 | 6 | CEDAR | | X | SECONDARY |
| 5166 | 3 | CEDAR | | X | NON-PROTECTED |
| 5167 | 5 | CEDAR | | X | SECONDARY |
| 5168 | 4 | CEDAR | | X | SECONDARY |
| 5169 | 3 | CEDAR | | X | NON-PROTECTED |
| 5170 | 4 | CEDAR | | X | SECONDARY |
| 5171 | 3 | CEDAR | | X | NON-PROTECTED |
| 5172 | 7 | CEDAR | | X | SECONDARY |
| 5173 | 6 | CEDAR | | X | SECONDARY |
| 5174 | 4 | CEDAR | | X | SECONDARY |
| 5175 | 3 | CEDAR | | X | NON-PROTECTED |
| 5176 | 2 | CEDAR | | X | NON-PROTECTED |
| 5177 | 2 | CEDAR | | X | NON-PROTECTED |
| 5178 | 1 | CEDAR | | X | NON-PROTECTED |
| 5179 | 2 | CEDAR | | X | NON-PROTECTED |
| 5180 | 3 | CEDAR | | X | NON-PROTECTED |
| 5181 | 2 | CEDAR | | X | NON-PROTECTED |
| 5182 | 4 | CEDAR | | X | SECONDARY |
| 5183 | 7 | CEDAR | | X | SECONDARY |
| 5184 | 2 | CEDAR | | X | NON-PROTECTED |
| 5185 | 2 | CEDAR | | X | NON-PROTECTED |
| 5186 | 1 | CEDAR | | X | NON-PROTECTED |
| 5187 | 1 | CEDAR | | X | NON-PROTECTED |
| 5188 | 1 | CEDAR | | X | NON-PROTECTED |
| 5189 | 1 | CEDAR | | X | NON-PROTECTED |
| 5190 | 1 | CEDAR | | X | NON-PROTECTED |
| 5191 | 1 | CEDAR | | X | NON-PROTECTED |
| 5192 | 1 | CEDAR | | X | NON-PROTECTED |
| 5193 | 4 | CEDAR | | X | SECONDARY |
| 5194 | 5 | CEDAR | | X | SECONDARY |
| 5195 | 1 | CEDAR | | X | NON-PROTECTED |
| 5196 | 6 | CEDAR | | X | SECONDARY |
| 5197 | 7 | CEDAR | | X | SECONDARY |
| 5198 | 5 | CEDAR | | X | SECONDARY |
| 5199 | 7 | CEDAR | | X | SECONDARY |
| 5200 | 6 | CEDAR | | X | SECONDARY |
| 5201 | 2 | CEDAR | | X | NON-PROTECTED |
| 5202 | 6 | CEDAR | | X | SECONDARY |
| 5203 | 6 | CEDAR | | X | SECONDARY |
| 5204 | 7 | CEDAR | | X | SECONDARY |
| 5205 | 6 | CEDAR | | X | SECONDARY |
| 5206 | 7 | CEDAR | | X | SECONDARY |
| 5207 | 6 | CEDAR | | X | SECONDARY |
| 5208 | 8 | CEDAR | | X | SECONDARY |
| 5209 | 7 | CEDAR | | X | SECONDARY |
| 5210 | 8 | CEDAR | | X | SECONDARY |
| 5211 | 6 | CEDAR | | X | SECONDARY |
| 5212 | 6 | CEDAR | | X | SECONDARY |
| 5213 | 3 | CEDAR | | X | NON-PROTECTED |
| 5214 | 9 | CEDAR | | X | SECONDARY |
| 5215 | 8 | CEDAR | | X | SECONDARY |
| 5216 | 6 | CEDAR | | X | SECONDARY |
| 5217 | 6 | CEDAR | | X | SECONDARY |
| 5218 | 6 | CEDAR | | X | SECONDARY |
| 5219 | 10 | CEDAR | | X | SECONDARY |
| 5220 | 4 | CEDAR | | X | SECONDARY |
| 5221 | 5 | CEDAR | | X | SECONDARY |
| 5222 | 6 | CEDAR | | X | SECONDARY |
| 5223 | 8 | CEDAR | | X | SECONDARY |
| 5224 | 6 | CEDAR | | X | SECONDARY |
| 5225 | 5 | CEDAR | | X | SECONDARY |
| 5226 | 11 | CEDAR | | X | SECONDARY |
| 5227 | 6 | CEDAR | | X | SECONDARY |
| 5228 | 7 | CEDAR | | X | SECONDARY |
| 5229 | 6 | CEDAR | | X | SECONDARY |
| 5230 | 6 | CEDAR | | X | SECONDARY |
| 5231 | 5 | CEDAR | | X | SECONDARY |
| 5232 | 5 | CEDAR | | X | SECONDARY |
| 5233 | 6 | CEDAR | | X | SECONDARY |
| 5234 | 6 | CEDAR | | X | SECONDARY |
| 5235 | 5 | CEDAR | | X | SECONDARY |
| 5236 | 4 | CEDAR | | X | SECONDARY |
| 5237 | 5 | CEDAR | | X | SECONDARY |
| 5238 | 6 | CEDAR | | X | SECONDARY |
| 5239 | 5 | CEDAR | | X | SECONDARY |
| 5240 | 6 | CEDAR | | X | SECONDARY |
| 5241 | 6 | CEDAR | | X | SECONDARY |
| 5242 | 8 | CEDAR | | X | SECONDARY |
| 5243 | 6 | CEDAR | | X | SECONDARY |
| 5244 | 6 | CEDAR | | X | SECONDARY |
| 5245 | 6 | CEDAR | | X | SECONDARY |
| 5246 | 7 | CEDAR | | X | SECONDARY |
| 5247 | 5 | CEDAR | | X | SECONDARY |
| 5248 | 7 | CEDAR | | X | SECONDARY |
| 5249 | 8 | CEDAR | | X | SECONDARY |
| 5250 | 7 | CEDAR | | X | SECONDARY |
| 5251 | 2 | CEDAR | | X | NON-PROTECTED |
| 5252 | 6 | CEDAR | | X | SECONDARY |
| 5253 | 7 | CEDAR | | X | SECONDARY |
| 5254 | 7 | CEDAR | | X | SECONDARY |
| 5255 | 8 | CEDAR | | X | SECONDARY |
| 5256 | 12 | CEDAR | | X | SECONDARY |
| 5257 | 7 | CEDAR | | X | SECONDARY |
| 5258 | 7 | CEDAR | | X | SECONDARY |
| 5259 | 10 | CEDAR | | X | SECONDARY |
| 5260 | 11 | CEDAR | | X | SECONDARY |
| 5261 | 10 | CEDAR | | X | SECONDARY |
| 5262 | 7 | CEDAR | | X | SECONDARY |
| 5263 | 8 | CEDAR | | X | SECONDARY |
| 5264 | 7 | CEDAR | | X | SECONDARY |
| 5265 | 12 | CEDAR | | X | SECONDARY |
| 5266 | 4 | CEDAR | | X | SECONDARY |
| 5267 | 8 | CEDAR | | X | SECONDARY |
| 5268 | 7 | CEDAR | | X | SECONDARY |
| 5269 | 5 | CEDAR | | X | SECONDARY |
| 5270 | 4 | ELM | | X | PRIMARY |
| 5271 | 5 | ELM | | X | PRIMARY |
| 5272 | 7 | CEDAR | | X | SECONDARY |
| 5273 | 6 | ELM | | X | PRIMARY |
| 5274 | 8 | CEDAR | | X | SECONDARY |
| 5275 | 4 | ELM | | X | PRIMARY |
| 5276 | 5 | CEDAR | | X | SECONDARY |
| 5277 | 6 | CEDAR | | X | SECONDARY |
| 5278 | 11 | CEDAR | | X | SECONDARY |
| 5279 | 8 | CEDAR | | X | SECONDARY |
| 5280 | 6 | ELM | | X | PRIMARY |
| 5281 | 9 | CEDAR | | X | SECONDARY |
| 5282 | 6 | PEAR | | X | PRIMARY |
| 5283 | 4 | ELM | | X | PRIMARY |
| 5284 | 7 | CEDAR | | X | SECONDARY |
| 5285 | 10 | CEDAR | | X | SECONDARY |
| 5286 | 8 | CEDAR | | X | SECONDARY |
| 5287 | 9 | CEDAR | | X | SECONDARY |
| 5288 | 12 | CEDAR | | X | SECONDARY |
| 5289 | 11 | CEDAR | | X | SECONDARY |
| 5290 | 6 | CEDAR | | X | SECONDARY |
| 5291 | 8 | CEDAR | | X | SECONDARY |
| 5292 | 7 | CEDAR | | X | SECONDARY |
| 5293 | 6 | ELM | | X | PRIMARY |
| 5294 | 5 | CEDAR | | X | SECONDARY |
| 5295 | 8 | CEDAR | | X | SECONDARY |
| 5296 | 13 | CEDAR | | X | SECONDARY |
| 5297 | 10 | CEDAR | | X | SECONDARY |
| 5298 | 6 | CEDAR | | X | SECONDARY |
| 5299 | 6 | CEDAR | | X | SECONDARY |
| 5300 | 6 | CEDAR | | X | SECONDARY |
| 5301 | 11 | CEDAR | | X | SECONDARY |
| 5302 | 7 | CEDAR | | X | SECONDARY |
| 5303 | 9 | CEDAR | | X | SECONDARY |
| 5304 | 6 | CEDAR | | X | SECONDARY |
| 5305 | 10 | CEDAR | | X | SECONDARY |
| 5306 | 7 | CEDAR | | X | SECONDARY |
| 5307 | 6 | CEDAR | | X | SECONDARY |
| 5308 | 12 | CEDAR | | X | SECONDARY |
| 5309 | 5 | CEDAR | | X | SECONDARY |
| 5310 | 8 | CEDAR | X | | SECONDARY |
| 5311 | 13 | CEDAR | X | | SECONDARY |
| 5312 | 6 | CEDAR | X | | SECONDARY |
| 5313 | 12 | CEDAR | X | | SECONDARY |
| 5314 | 10 | CEDAR | X | | SECONDARY |
| 5315 | 5 | CEDAR | X | | SECONDARY |
| 5316 | 8 | CEDAR | X | | SECONDARY |
| 5317 | 4 | CEDAR | | X | SECONDARY |
| 5318 | 8 | CEDAR | X | | SECONDARY |
| 5319 | 14 | CEDAR | X | | SECONDARY |
| 5320 | 8 | CEDAR | X | | SECONDARY |
| 5321 | 6 | CEDAR | X | | SECONDARY |
| 5322 | 6 | CEDAR | | X | SECONDARY |
| 5323 | 7 | CEDAR | X | | SECONDARY |
| 5324 | 11 | CEDAR | | X | SECONDARY |
| 5325 | 10 | CEDAR | | X | SECONDARY |
| 5326 | 4 | CEDAR | | X | SECONDARY |
| 5327 | 2 | CEDAR | | X | NON-PROTECTED |
| 5328 | 7 | CEDAR | | X | SECONDARY |
| 5329 | 7 | CEDAR | | X | SECONDARY |
| 5330 | 12 | CEDAR | | X | SECONDARY |
| 5331 | 5 | CEDAR | | X | SECONDARY |
| 5332 | 6 | CEDAR | | X | SECONDARY |
| 5333 | 2 | CEDAR | | X | NON-PROTECTED |
| 5334 | 8 | CEDAR | | X | SECONDARY |
| 5335 | 6 | CEDAR | | X | SECONDARY |
| 5336 | 3 | CEDAR | | X | NON-PROTECTED |
| 5337 | 3 | CEDAR | | X | NON-PROTECTED |
| 5338 | 6 | CEDAR | | X | SECONDARY |
| 5339 | 7 | CEDAR | | X | SECONDARY |
| 5340 | 8 | CEDAR | | X | SECONDARY |
| 5341 | 5 | CEDAR | | X | SECONDARY |
| 5342 | 8 | CEDAR | | X | SECONDARY |
| 5343 | 6 | CEDAR | | X | SECONDARY |
| 5344 | 10 | CEDAR | | X | SECONDARY |
| 5345 | 4 | CEDAR | | X | SECONDARY |
| 5346 | 9 | CEDAR | | X | SECONDARY |
| 5347 | 7 | CEDAR | | X | SECONDARY |
| 5348 | 3 | CEDAR | | X | NON-PROTECTED |
| 5349 | 6 | CEDAR | | X | SECONDARY |
| 5350 | 1 | CEDAR | | X | NON-PROTECTED |
| 5351 | 8 | CEDAR | | X | SECONDARY |
| 5352 | 6 | CEDAR | | X | SECONDARY |
| 5353 | 6 | CEDAR | X | | SECONDARY |
| 5354 | 6 | CEDAR | X | | SECONDARY |
| 5355 | 8 | CEDAR | | X | SECONDARY |
| 5356 | 7 | CEDAR | | X | SECONDARY |
| 5357 | 5 | CEDAR | | X | SECONDARY |
| 5358 | 5 | CEDAR | | X | SECONDARY |
| 5359 | 8 | CEDAR | | X | SECONDARY |
| 5360 | 8 | CEDAR | | X | SECONDARY |
| 5361 | 4 | CEDAR | | X | SECONDARY |
| 5362 | 4 | CEDAR | | X | SECONDARY |
| 5363 | 3 | CEDAR | | X | NON-PROTECTED |
| 5364 | 5 | CEDAR | | X | SECONDARY |
| 5365 | 3 | CEDAR | | X | NON-PROTECTED |
| 5366 | 3 | CEDAR | | X | NON-PROTECTED |
| 5367 | 7 | CEDAR | | X | SECONDARY |
| 5368 | 3 | CEDAR | | X | NON-PROTECTED |
| 5369 | 2 | CEDAR | | X | NON-PROTECTED |
| 5370 | 7 | CEDAR | | X | SECONDARY |
| 5371 | 3 | CEDAR | | X | NON-PROTECTED |
| 5372 | 2 | CEDAR | | X | NON-PROTECTED |
| 5373 | 4 | ELM | | X | PRIMARY |
| 5374 | 7 | ELM | | X | PRIMARY |
| 5375 | 4 | ELM | | X | PRIMARY |
| 5376 | 5 | ELM | | X | PRIMARY |
| 5377 | 4 | ELM | | X | PRIMARY |
| 5378 | 6 | ELM | | X | PRIMARY |
| 5379 | 5 | ELM | | X | PRIMARY |
| 5380 | 6 | ELM | | X | PRIMARY |
| 5381 | 5 | ELM | | X | PRIMARY |
| 5382 | 6 | CEDAR | | X | SECONDARY |
| 5383 | 7 | CEDAR | | X | SECONDARY |
| 5384 | 6 | CEDAR | | X | SECONDARY |
| 5385 | 3 | CEDAR | | X | NON-PROTECTED |
| 5386 | 2 | CEDAR | | X | NON-PROTECTED |
| 5387 | 2 | CEDAR | | X | NON-PROTECTED |
| 5388 | 4 | CEDAR | | X | SECONDARY |
| 5389 | 5 | CEDAR | | X | SECONDARY |
| 5390 | 4 | CEDAR | | X | SECONDARY |
| 5391 | 9 | CEDAR | | X | SECONDARY |
| 5392 | 4 | CEDAR | | X | SECONDARY |
| 5393 | 4 | CEDAR | | X | SECONDARY |
| 5399 | 4 | CEDAR | | X | SECONDARY |
| 5401 | 8 | CEDAR | | X | SECONDARY |
| 5402 | 6 | CEDAR | | X | SECONDARY |
| 5403 | 4 | CEDAR | | X | SECONDARY |
| 5404 | 8 | CEDAR | | X | SECONDARY |
| 5405 | 8 | CEDAR | | X | SECONDARY |
| 5406 | 8 | CEDAR | | X | SECONDARY |
| 5407 | 6 | CEDAR | | X | SECONDARY |
| 5408 | 6 | CEDAR | | X | SECONDARY |
| 5409 | 10 | CEDAR | | X | SECONDARY |
| 5410 | 6 | CEDAR | | X | SECONDARY |
| 5411 | 4 | CEDAR | | X | SECONDARY |
| 5412 | 6 | CEDAR | | X | SECONDARY |
| 5413 | 10 | CEDAR | | X | SECONDARY |
| 5414 | 5 | CEDAR | | X | SECONDARY |
| 5415 | 10 | CEDAR | | X | SECONDARY |
| 5416 | 7 | CEDAR | | X | SECONDARY |
| 5417 | 7 | CEDAR | | X | SECONDARY |
| 5418 | 7 | CEDAR | | X | SECONDARY |
| 5419 | 8 | CEDAR | | X | SECONDARY |
| 5420 | 6 | CEDAR | | X | SECONDARY |
| 5421 | 7 | CEDAR | | X | SECONDARY |
| 5422 | 6 | CEDAR | | X | SECONDARY |
| 5423 | 2 | CEDAR | | X | NON-PROTECTED |
| 5424 | 6 | CEDAR | | X | SECONDARY |
| 5425 | 5 | CEDAR | | X | SECONDARY |
| 5426 | 5 | CEDAR | | X | SECONDARY |
| 5427 | 6 | CEDAR | | X | SECONDARY |
| 5428 | 5 | CEDAR | | X | SECONDARY |
| 5429 | 7 | CEDAR | | X | SECONDARY |
| 5430 | 5 | CEDAR | | X | SECONDARY |
| 5431 | 6 | CEDAR | | X | SECONDARY |
| 5432 | 3 | CEDAR | | X | NON-PROTECTED |
| 5433 | 3 | CEDAR | | X | NON-PROTECTED |
| 5434 | 3 | CEDAR | | X | NON-PROTECTED |
| 5435 | 14 | CEDAR | | X | SECONDARY |
| 5436 | 7 | CEDAR | | X | SECONDARY |
| 5437 | 12 | CEDAR | | X | SECONDARY |
| 5438 | 6 | CEDAR | | X | SECONDARY |
| 5439 | 3 | CEDAR | | X | NON-PROTECTED |
| 5440 | 10 | CEDAR | | X | SECONDARY |
| 5441 | 6 | CEDAR | | X | SECONDARY |
| 5442 | 8 | CEDAR | | X | SECONDARY |
| 5443 | 6 | CEDAR | | X | SECONDARY |
| 5444 | 9 | CEDAR | | X | SECONDARY |
| 5445 | 6 | CEDAR | | X | SECONDARY |
| 5446 | 6 | CEDAR | | X | SECONDARY |
| 5447 | 6 | CEDAR | | X | SECONDARY |
| 5448 | 4 | CEDAR | | X | SECONDARY |
| 5449 | 5 | CEDAR | | X | SECONDARY |
| 5450 | 4 | CEDAR | | X | SECONDARY |
| 5451 | 5 | CEDAR | | X | SECONDARY |
| 5452 | 5 | CEDAR | | X | SECONDARY |
| 5453 | 7 | CEDAR | | X | SECONDARY |
| 5454 | 6 | CEDAR | | X | SECONDARY |
| 5455 | 6 | CEDAR | | X | SECONDARY |
| 5456 | 3 | CEDAR | | X | NON-PROTECTED |
| 5457 | 6 | CEDAR | | X | SECONDARY |
| 5458 | 8 | CEDAR | | X | SECONDARY |
| 5459 | 6 | CEDAR | | X | SECONDARY |
| 5460 | 4 | CEDAR | | X | SECONDARY |
| 5461 | 7 | CEDAR | | X | SECONDARY |
| 5462 | 10 | CEDAR | | X | SECONDARY |
| 5463 | 5 | CEDAR | | X | SECONDARY |
| 5464 | 10 | CEDAR | | X | SECONDARY |
| 5465 | 8 | CEDAR | | X | SECONDARY |
| 5466 | 3 | CEDAR | | X | NON-PROTECTED |
| 5467 | 7 | CEDAR | | X | SECONDARY |
| 5468 | 10 | CEDAR | | X | SECONDARY |
| 5469 | 10 | CEDAR | | X | SECONDARY |
| 5470 | 9 | CEDAR | | X | SECONDARY |
| 5471 | 6 | CEDAR | | X | SECONDARY |
| 5472 | 6 | CEDAR | | X | SECONDARY |
| 5473 | 7 | CEDAR | | X | SECONDARY |
| 5474 | 7 | CEDAR | | X | SECONDARY |
| 5475 | 7 | CEDAR | | X | SECONDARY |
| 5476 | 9 | CEDAR | | X | SECONDARY |
| 5477 | 7 | CEDAR | | X | SECONDARY |
| 5478 | 10 | CEDAR | | X | SECONDARY |
| 5479 | 6 | CEDAR | | X | SECONDARY |
| 5480 | 13 | CEDAR | | X | SECONDARY |
| 5481 | 6 | CEDAR | | X | SECONDARY |
| 5482 | 7 | CEDAR | | X | SECONDARY |
| 5483 | 6 | CEDAR | | X | SECONDARY |
| 5484 | 11 | CEDAR | | X | SECONDARY |
| 5485 | 7 | CEDAR | | X | SECONDARY |
| 5486 | 7 | CEDAR | | X | SECONDARY |
| 5487 | 6 | CEDAR | | X | SECONDARY |
| 5488 | 6 | CEDAR | | X | SECONDARY |
| 5489 | 7 | CEDAR | | X | SECONDARY |
| 5490 | 8 | CEDAR | | X | SECONDARY |
| 5491 | 4 | CEDAR | | X | SECONDARY |
| 5492 | 8 | CEDAR | | X | SECONDARY |
| 5493 | 13 | CEDAR | | X | SECONDARY |
| 5494 | 11 | CEDAR | | X | SECONDARY |
| 5495 | 7 | CEDAR | | X | SECONDARY |
| 5496 | 12 | CEDAR | | X | SECONDARY |
| 5497 | 13 | CEDAR | | X | SECONDARY |
| 5498 | 6 | CEDAR | | X | SECONDARY |
| 5499 | 8 | CEDAR | | X | SECONDARY |
| 5500 | 9 | CEDAR | | X | SECONDARY |
| 5501 | 10 | CEDAR | X | | SECONDARY |
| 5502 | 9 | CEDAR | X | | SECONDARY |
| 5503 | 9 | CEDAR | X | | SECONDARY |
| 5504 | 6 | CEDAR | X | | SECONDARY |
| 5505 | 7 | CEDAR | X | | SECONDARY |
| 5506 | 9 | CEDAR | X | | SECONDARY |
| 5507 | 14 | CEDAR | X | | SECONDARY |
| 5508 | 8 | CEDAR | | X | SECONDARY |
| 5509 | 10 | CEDAR | | X | SECONDARY |
| 5510 | 6 | CEDAR | | X | SECONDARY |
| 5511 | 9 | CEDAR | | X | SECONDARY |
| 5512 | 9 | CEDAR | | X | SECONDARY |
| 5513 | 9 | CEDAR | X | | SECONDARY |
| 5514 | 6 | CEDAR | X | | SECONDARY |
| 5515 | 12 | CEDAR | | X | SECONDARY |
| 5516 | 10 | CEDAR | | X | SECONDARY |
| 5517 | 10 | CEDAR | | X | SECONDARY |
| 5518 | 10 | CEDAR | | X | SECONDARY |
| 5519 | 6 | CEDAR | | X | SECONDARY |
| 5520 | 12 | CEDAR | | X | SECONDARY |
| 5521 | 12 | CEDAR | | X | SECONDARY |
| 5522 | 6 | CEDAR | | X | SECONDARY |
| 5523 | 9 | CEDAR | | X | SECONDARY |
| 5524 | 9 | CEDAR | | X | SECONDARY |
| 5525 | 7 | CEDAR | | X | SECONDARY |
| 5526 | 12 | CEDAR | | X | SECONDARY |
| 5527 | 9 | CEDAR | | X | SECONDARY |
| 5528 | 9 | CEDAR | | X | SECONDARY |
| 5529 | 9 | CEDAR | | X | SECONDARY |
| 5530 | 12 | CEDAR | X | | SECONDARY |
| 5531 | 12 | CEDAR | X | | SECONDARY |
| 5532 | 12 | CEDAR | X | | SECONDARY |
| 5533 | 12 | CEDAR | X | | SECONDARY |
| 5534 | 12 | CEDAR | X | | SECONDARY |
| 5535 | 7 | CEDAR | X | | SECONDARY |
| 5536 | 6 | CEDAR | | X | SECONDARY |
| 5537 | 6 | CEDAR | | X | SECONDARY |
| 5538 | 6 | CEDAR | | X | SECONDARY |
| 5539 | 9 | CEDAR | | X | SECONDARY |
| 5540 | 9 | CEDAR | X | | SECONDARY |
| 5541 | 6 | CEDAR | X | | SECONDARY |
| 5542 | 8 | CEDAR | | X | SECONDARY |
| 5543 | 8 | CEDAR | | X | SECONDARY |
| 5544 | 8 | CEDAR | | X | SECONDARY |
| 5545 | 8 | CEDAR | | X | SECONDARY |
| 5546 | 6 | CEDAR | | X | SECONDARY |
| 5547 | 8 | CEDAR | | X | SECONDARY |
| 5548 | 6 | CEDAR | | X | SECONDARY |
| 5549 | 6 | CEDAR | | X | SECONDARY |
| 5550 | 5 | CEDAR | | X | SECONDARY |
| 5551 | 6 | CEDAR | | X | SECONDARY |
| 5552 | 6 | CEDAR | | X | SECONDARY |
| 5553 | 5 | CEDAR | | X | SECONDARY |
| 5554 | 3 | CEDAR | | X | NON-PROTECTED |
| 5555 | 6 | CEDAR | | X | SECONDARY |
| 5556 | 6 | CEDAR | | X | SECONDARY |
| 5557 | 7 | CEDAR | | X | SECONDARY |
| 5558 | 6 | CEDAR | | X | SECONDARY |
| 5559 | 7 | CEDAR | | X | SECONDARY |
| 5560 | 6 | CEDAR | | X | SECONDARY |
| 5561 | 7 | CEDAR | | X | SECONDARY |
| 5562 | 5 | CEDAR | | X | SECONDARY |
| 5563 | 6 | CEDAR | | X | SECONDARY |
| 5564 | 7 | CEDAR | | X | SECONDARY |
| 5565 | 2 | CEDAR | | X | NON-PROTECTED |
| 5566 | 8 | CEDAR | | X | SECONDARY |
| 5567 | 5 | CEDAR | | X | SECONDARY |
| 5568 | 6 | CEDAR | | X | SECONDARY |
| 5569 | 7 | CEDAR | | X | SECONDARY |
| 5570 | 4 | CEDAR | | X | SECONDARY |
| 5571 | 5 | CEDAR | | X | SECONDARY |
| 5572 | 7 | CEDAR | | X | SECONDARY |
| 5573 | 9 | CEDAR | | X | SECONDARY |
| 5574 | 9 | CEDAR | | X | SECONDARY |
| 5575 | 4 | CEDAR | | X | SECONDARY |
| 5576 | 8 | CEDAR | | X | SECONDARY |
| 5577 | 5 | CEDAR | | X | SECONDARY |
| 5579 | 4 | CEDAR | X | | SECONDARY |
| 5580 | 4 | CEDAR | X | | SECONDARY |
| 5581 | 1 | CEDAR | X | | NON-PROTECTED |
| 5582 | 7 | CEDAR | X | | SECONDARY |
| 5583 | 7 | CEDAR | X | | SECONDARY |
| 5584 | 7 | CEDAR | | X | SECONDARY |
| 5585 | 6 | CEDAR | | X | SECONDARY |
| 5588 | 6 | CEDAR | | X | SECONDARY |
| 5587 | 7 | CEDAR | | X | SECONDARY |
| 5588 | 6 | CEDAR | | X | SECONDARY |
| 5589 | 7 | CEDAR | | X | SECONDARY |
| 5590 | 9 | CEDAR | | X | SECONDARY |
| 5591 | 5 | CEDAR | | X | SECONDARY |
| 5592 | 7 | C

| | | | | | |
|---|---|---|---|---|---|
| 5709 | 6 | CEDAR | | X | SECONDARY |
| 5710 | 6 | CEDAR | | X | SECONDARY |
| 5711 | 6 | CEDAR | | X | SECONDARY |
| 5712 | 6 | CEDAR | | X | SECONDARY |
| 5713 | 7 | CEDAR | | X | SECONDARY |
| 5714 | 7 | CEDAR | | X | SECONDARY |
| 5715 | 7 | CEDAR | | 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 | | X | NON-PROTECTED |
| 5723 | 3 | CEDAR | | X | NON-PROTECTED |
| 5724 | 4 | CEDAR | | X | SECONDARY |
| 5725 | 6 | CEDAR | | X | SECONDARY |
| 5726 | 2 | CEDAR | | X | NON-PROTECTED |
| 5727 | 4 | CEDAR | | X | SECONDARY |
| 5728 | 6 | CEDAR | | X | SECONDARY |
| 5729 | 1 | CEDAR | | X | NON-PROTECTED |
| 5730 | 8 | CEDAR | | X | SECONDARY |
| 5731 | 4 | CEDAR | | X | SECONDARY |
| 5732 | 8 | CEDAR | | X | SECONDARY |
| 5733 | 6 | CEDAR | | X | SECONDARY |
| 5734 | 6 | CEDAR | | X | SECONDARY |
| 5735 | 6 | CEDAR | | X | SECONDARY |
| 5736 | 5 | CEDAR | | X | SECONDARY |
| 5737 | 6 | CEDAR | | X | SECONDARY |
| 5738 | 4 | CEDAR | | X | SECONDARY |
| 5739 | 5 | CEDAR | | X | SECONDARY |
| 5740 | 1 | CEDAR | | X | NON-PROTECTED |
| 5741 | 6 | CEDAR | | X | SECONDARY |
| 5742 | 3 | CEDAR | | X | NON-PROTECTED |
| 5743 | 6 | CEDAR | | X | SECONDARY |
| 5744 | 3 | CEDAR | | X | NON-PROTECTED |
| 5745 | 5 | CEDAR | | X | SECONDARY |
| 5746 | 4 | CEDAR | | X | SECONDARY |
| 5747 | 5 | CEDAR | | X | SECONDARY |
| 5748 | 5 | CEDAR | | X | SECONDARY |
| 5749 | 5 | CEDAR | | X | SECONDARY |
| 5750 | 4 | CEDAR | | X | SECONDARY |
| 5751 | 5 | CEDAR | | X | SECONDARY |
| 5752 | 4 | CEDAR | | X | SECONDARY |
| 5753 | 2 | CEDAR | | X | NON-PROTECTED |
| 5754 | 3 | CEDAR | | X | NON-PROTECTED |
| 5755 | 2 | CEDAR | | X | SECONDARY |
| 5756 | 5 | CEDAR | | X | SECONDARY |
| 5757 | 6 | CEDAR | | X | SECONDARY |
| 5758 | 3 | CEDAR | | X | NON-PROTECTED |
| 5759 | 2 | CEDAR | | X | NON-PROTECTED |
| 5760 | 6 | CEDAR | | X | SECONDARY |
| 5761 | 7 | CEDAR | | X | SECONDARY |
| 5762 | 9 | CEDAR | | X | SECONDARY |
| 5763 | 8 | CEDAR | | X | SECONDARY |
| 5764 | 7 | CEDAR | | X | SECONDARY |
| 5765 | 7 | CEDAR | | X | SECONDARY |
| 5766 | 6 | CEDAR | | X | SECONDARY |
| 5767 | 5 | CEDAR | | X | SECONDARY |
| 5768 | 5 | CEDAR | | X | SECONDARY |
| 5769 | 5 | CEDAR | | X | SECONDARY |
| 5770 | 6 | CEDAR | | X | SECONDARY |
| 5771 | 6 | CEDAR | | X | SECONDARY |
| 5772 | 5 | CEDAR | | X | SECONDARY |
| 5773 | 6 | CEDAR | | X | SECONDARY |
| 5774 | 5 | CEDAR | | X | SECONDARY |
| 5775 | 5 | CEDAR | | X | SECONDARY |
| 5776 | 6 | CEDAR | | X | SECONDARY |
| 5777 | 7 | CEDAR | | X | SECONDARY |
| 5778 | 8 | CEDAR | | X | SECONDARY |
| 5779 | 4 | CEDAR | | X | 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 | CEDAR | | X | SECONDARY |
| 5786 | 7 | CEDAR | | X | SECONDARY |
| 5787 | 6 | CEDAR | | X | SECONDARY |
| 5788 | 7 | CEDAR | | X | SECONDARY |
| 5789 | 5 | CEDAR | | X | SECONDARY |
| 5790 | 4 | CEDAR | | 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 | 6 | CEDAR | | X | SECONDARY |
| 5805 | 8 | CEDAR | | X | SECONDARY |
| 5806 | 7 | CEDAR | | X | SECONDARY |
| 5807 | 3 | CEDAR | | X | NON-PROTECTED |
| 5808 | 5 | CEDAR | | X | SECONDARY |

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|---|---|---|---|---|---|
| 5809 | 6 | CEDAR | | X | SECONDARY |
| 5810 | 6 | CEDAR | | X | SECONDARY |
| 5811 | 7 | CEDAR | | X | SECONDARY |
| 5812 | 8 | CEDAR | | X | SECONDARY |
| 5813 | 5 | CEDAR | | X | SECONDARY |
| 5814 | 4 | CEDAR | | X | SECONDARY |
| 5815 | 8 | CEDAR | | X | SECONDARY |
| 5816 | 7 | CEDAR | | X | SECONDARY |
| 5817 | 9 | CEDAR | | X | SECONDARY |
| 5818 | 4 | CEDAR | | X | SECONDARY |
| 5819 | 6 | CEDAR | | X | SECONDARY |
| 5820 | 6 | CEDAR | | X | SECONDARY |
| 5821 | 5 | CEDAR | | X | SECONDARY |
| 5822 | 6 | CEDAR | | X | SECONDARY |
| 5823 | 6 | CEDAR | | X | SECONDARY |
| 5824 | 5 | CEDAR | | X | SECONDARY |
| 5825 | 6 | CEDAR | | X | SECONDARY |
| 5826 | 6 | CEDAR | | X | SECONDARY |
| 5827 | 5 | CEDAR | | X | SECONDARY |
| 5828 | 7 | CEDAR | | X | SECONDARY |
| 5829 | 3 | CEDAR | | X | NON-PROTECTED |
| 5830 | 7 | CEDAR | | X | SECONDARY |
| 5831 | 6 | CEDAR | | X | SECONDARY |
| 5832 | 3 | CEDAR | | X | NON-PROTECTED |
| 5833 | 3 | CEDAR | | X | NON-PROTECTED |
| 5834 | 13 | CEDAR | X | | SECONDARY |
| 5835 | 10 | CEDAR | X | | SECONDARY |
| 5836 | 6 | CEDAR | | X | SECONDARY |
| 5837 | 3 | CEDAR | | X | NON-PROTECTED |
| 5838 | 7 | CEDAR | | X | SECONDARY |
| 5839 | 4 | CEDAR | | X | SECONDARY |
| 5840 | 5 | CEDAR | | X | SECONDARY |
| 5841 | 6 | CEDAR | | X | SECONDARY |
| 5842 | 8 | CEDAR | | X | SECONDARY |
| 5843 | 6 | CEDAR | | X | SECONDARY |
| 5844 | 6 | CEDAR | | X | SECONDARY |
| 5845 | 6 | CEDAR | | X | SECONDARY |
| 5846 | 6 | CEDAR | | X | SECONDARY |
| 5847 | 3 | CEDAR | | X | NON-PROTECTED |
| 5848 | 6 | CEDAR | | X | SECONDARY |
| 5849 | 8 | CEDAR | | X | SECONDARY |
| 5850 | 10 | CEDAR | | X | SECONDARY |
| 5851 | 8 | CEDAR | | X | SECONDARY |
| 5852 | 8 | CEDAR | | X | SECONDARY |
| 5853 | 7 | CEDAR | | X | SECONDARY |
| 5854 | 9 | CEDAR | | X | SECONDARY |
| 5855 | 7 | CEDAR | | X | SECONDARY |
| 5856 | 5 | CEDAR | | X | SECONDARY |
| 5857 | 5 | CEDAR | | X | SECONDARY |
| 5858 | 6 | CEDAR | | X | SECONDARY |
| 5859 | 8 | CEDAR | | X | SECONDARY |
| 5860 | 8 | CEDAR | | X | SECONDARY |
| 5861 | 6 | CEDAR | | X | SECONDARY |
| 5862 | 8 | CEDAR | | X | SECONDARY |
| 5863 | 8 | CEDAR | | X | SECONDARY |
| 5864 | 5 | CEDAR | | X | SECONDARY |
| 5865 | 7 | CEDAR | | X | SECONDARY |
| 5866 | 6 | CEDAR | | X | SECONDARY |
| 5867 | 5 | CEDAR | | X | SECONDARY |
| 5868 | 5 | CEDAR | | X | SECONDARY |
| 5869 | 5 | CEDAR | | X | SECONDARY |
| 5870 | 4 | CEDAR | | X | SECONDARY |
| 5871 | 3 | CEDAR | | X | NON-PROTECTED |
| 5872 | 7 | CEDAR | | X | SECONDARY |
| 5873 | 6 | CEDAR | | X | SECONDARY |
| 5874 | 6 | CEDAR | | X | SECONDARY |
| 5875 | 1 | CEDAR | | X | NON-PROTECTED |
| 5876 | 3 | CEDAR | | X | NON-PROTECTED |
| 5877 | 3 | CEDAR | | X | NON-PROTECTED |
| 5878 | 4 | CEDAR | | X | SECONDARY |
| 5879 | 8 | CEDAR | | X | SECONDARY |
| 5880 | 7 | CEDAR | | X | SECONDARY |
| 5881 | 5 | CEDAR | | X | SECONDARY |
| 5882 | 4 | CEDAR | | X | SECONDARY |
| 5883 | 5 | CEDAR | | X | SECONDARY |
| 5884 | 5 | CEDAR | | X | SECONDARY |
| 5885 | 3 | CEDAR | | X | NON-PROTECTED |
| 5886 | 8 | CEDAR | | X | SECONDARY |
| 5887 | 3 | CEDAR | | X | NON-PROTECTED |
| 5888 | 7 | CEDAR | X | | SECONDARY |
| 5889 | 1 | CEDAR | | X | NON-PROTECTED |
| 5890 | 4 | CEDAR | | X | SECONDARY |
| 5891 | 9 | CEDAR | | X | SECONDARY |
| 5892 | 1 | CEDAR | | X | NON-PROTECTED |
| 5893 | 2 | CEDAR | | X | NON-PROTECTED |
| 5894 | 5 | CEDAR | | X | SECONDARY |
| 5895 | 2 | CEDAR | | X | NON-PROTECTED |
| 5896 | 4 | CEDAR | | X | SECONDARY |
| 5897 | 7 | CEDAR | X | | SECONDARY |
| 5898 | 5 | CEDAR | X | | SECONDARY |
| 5899 | 7 | CEDAR | X | | SECONDARY |
| 5900 | 11 | CEDAR | X | | SECONDARY |
| 5953 | 3 | CEDAR | | X | NON-PROTECTED |
| 5954 | 6 | CEDAR | | X | SECONDARY |
| 5955 | 8 | CEDAR | | X | SECONDARY |
| 5956 | 3 | CEDAR | | X | NON-PROTECTED |
| 5957 | 4 | CEDAR | | X | SECONDARY |
| 5958 | 6 | CEDAR | | X | SECONDARY |
| 5959 | 3 | CEDAR | | X | NON-PROTECTED |
| 5960 | 7 | CEDAR | | X | SECONDARY |

| | | | | | |
|---|---|---|---|---|---|
| 5961 | 6 | CEDAR | | X | SECONDARY |
| 5962 | 4 | CEDAR | X | | SECONDARY |
| 5963 | 6 | CEDAR | | X | SECONDARY |
| 5964 | 6 | CEDAR | | X | SECONDARY |
| 5965 | 4 | CEDAR | | X | SECONDARY |
| 5966 | 5 | CEDAR | | X | SECONDARY |
| 5967 | 3 | CEDAR | | X | NON-PROTECTED |
| 5968 | 3 | CEDAR | | X | NON-PROTECTED |
| 5969 | 6 | CEDAR | | X | SECONDARY |
| 5970 | 6 | CEDAR | | X | SECONDARY |
| 5971 | 6 | CEDAR | | X | SECONDARY |
| 5972 | 6 | CEDAR | | X | SECONDARY |
| 5973 | 4 | CEDAR | | X | SECONDARY |
| 5974 | 4 | CEDAR | | X | SECONDARY |
| 5975 | 3 | CEDAR | | X | NON-PROTECTED |
| 5976 | 3 | CEDAR | | X | NON-PROTECTED |
| 5977 | 4 | CEDAR | | X | SECONDARY |
| 5978 | 2 | CEDAR | | X | NON-PROTECTED |
| 5979 | 5 | CEDAR | | X | SECONDARY |
| 5980 | 2 | CEDAR | | X | NON-PROTECTED |
| 5981 | 5 | CEDAR | | X | SECONDARY |
| 5982 | 2 | CEDAR | | X | NON-PROTECTED |
| 5983 | 6 | CEDAR | | X | SECONDARY |
| 5984 | 4 | CEDAR | | X | SECONDARY |
| 5985 | 3 | CEDAR | | X | NON-PROTECTED |
| 5986 | 4 | CEDAR | | X | SECONDARY |
| 5987 | 7 | CEDAR | | X | SECONDARY |
| 5988 | 5 | CEDAR | | X | SECONDARY |
| 5989 | 7 | CEDAR | | X | SECONDARY |
| 5990 | 12 | CEDAR | X | | SECONDARY |
| 5991 | 8 | CEDAR | X | | SECONDARY |
| 5992 | 12 | CEDAR | | X | SECONDARY |
| 5993 | 7 | CEDAR | | X | SECONDARY |
| 5994 | 7 | CEDAR | | X | SECONDARY |
| 5995 | 8 | CEDAR | | X | SECONDARY |
| 5996 | 3 | CEDAR | | X | NON-PROTECTED |
| 5997 | 13 | CEDAR | | X | SECONDARY |
| 5998 | 13 | CEDAR | | X | SECONDARY |
| 5999 | 6 | CEDAR | X | | SECONDARY |
| 6000 | 7 | CEDAR | | X | SECONDARY |
| 6001 | 11 | CEDAR | | X | SECONDARY |
| 6002 | 10 | CEDAR | | X | SECONDARY |
| 6003 | 8 | CEDAR | | X | SECONDARY |
| 6004 | 8 | CEDAR | | X | SECONDARY |
| 6005 | 12 | CEDAR | | X | SECONDARY |
| 6006 | 6 | CEDAR | | X | SECONDARY |
| 6007 | 2 | CEDAR | X | | NON-PROTECTED |
| 6008 | 1 | CEDAR | X | | NON-PROTECTED |
| 6009 | 2 | CEDAR | X | | NON-PROTECTED |
| 6010 | 5 | CEDAR | | X | SECONDARY |
| 6011 | 2 | CEDAR | | X | NON-PROTECTED |
| 6012 | 6 | CEDAR | | X | SECONDARY |
| 6013 | 2 | CEDAR | | X | NON-PROTECTED |
| 6014 | 2 | CEDAR | | X | NON-PROTECTED |
| 6015 | 1 | CEDAR | X | | NON-PROTECTED |
| 6016 | 2 | CEDAR | | X | NON-PROTECTED |
| 6017 | 1 | CEDAR | X | | NON-PROTECTED |
| 6018 | 2 | CEDAR | | X | NON-PROTECTED |
| 6019 | 2 | CEDAR | X | | NON-PROTECTED |
| 6020 | 1 | CEDAR | X | | NON-PROTECTED |
| 6021 | 10 | CEDAR | | X | SECONDARY |
| 6022 | 10 | CEDAR | | X | SECONDARY |
| 6023 | 9 | CEDAR | | X | SECONDARY |
| 6024 | 12 | CEDAR | | X | SECONDARY |
| 6025 | 11 | CEDAR | | X | SECONDARY |
| 6026 | 10 | CEDAR | | X | SECONDARY |
| 6027 | 10 | CEDAR | | X | SECONDARY |
| 6028 | 6 | CEDAR | | X | SECONDARY |
| 6029 | 11 | CEDAR | | X | SECONDARY |
| 6030 | 6 | CEDAR | | X | SECONDARY |
| 6031 | 6 | CEDAR | | X | SECONDARY |
| 6032 | 6 | CEDAR | | X | SECONDARY |
| 6033 | 6 | CEDAR | | X | SECONDARY |
| 6034 | 9 | CEDAR | | X | SECONDARY |
| 6035 | 9 | CEDAR | | X | SECONDARY |
| 6036 | 8 | CEDAR | | X | SECONDARY |
| 6037 | 5 | CEDAR | | X | SECONDARY |
| 6038 | 3 | CEDAR | | X | NON-PROTECTED |
| 6039 | 7 | CEDAR | | X | SECONDARY |
| 6040 | 7 | CEDAR | | X | SECONDARY |
| 6041 | 4 | CEDAR | | X | SECONDARY |
| 6042 | 7 | CEDAR | | X | SECONDARY |
| 6043 | 4 | CEDAR | | X | SECONDARY |
| 6044 | 3 | CEDAR | | X | NON-PROTECTED |
| 6045 | 4 | CEDAR | | X | SECONDARY |
| 6046 | 4 | CEDAR | | X | SECONDARY |
| 6047 | 8 | CEDAR | X | | SECONDARY |
| 6048 | 6 | CEDAR | | X | SECONDARY |
| 6049 | 7 | CEDAR | X | | SECONDARY |
| 6050 | 1 | CEDAR | X | | NON-PROTECTED |
| 6051 | 2 | CEDAR | | X | NON-PROTECTED |
| 6052 | 6 | CEDAR | X | | SECONDARY |
| 6053 | 5 | CEDAR | X | | SECONDARY |
| 6054 | 3 | CEDAR | X | | NON-PROTECTED |
| 6055 | 2 | CEDAR | X | | NON-PROTECTED |
| 6056 | 2 | CEDAR | X | | NON-PROTECTED |
| 6057 | 2 | CEDAR | X | | NON-PROTECTED |
| 6058 | 4 | CEDAR | | X | SECONDARY |
| 6059 | 3 | CEDAR | X | | NON-PROTECTED |
| 6060 | 2 | CEDAR | X | | NON-PROTECTED |

| | | | | | |
|---|---|---|---|---|---|
| 6061 | 2 | CEDAR | X | | NON-PROTECTED |
| 6062 | 6 | CEDAR | | X | SECONDARY |
| 6063 | 2 | CEDAR | | X | NON-PROTECTED |
| 6064 | 1 | CEDAR | | X | NON-PROTECTED |
| 6065 | 1 | CEDAR | | X | NON-PROTECTED |
| 6066 | 2 | CEDAR | | X | NON-PROTECTED |
| 6067 | 4 | CEDAR | | X | SECONDARY |
| 6068 | 3 | CEDAR | | X | NON-PROTECTED |
| 6069 | 1 | CEDAR | | X | NON-PROTECTED |
| 6070 | 3 | CEDAR | | X | NON-PROTECTED |
| 6071 | 3 | CEDAR | | X | NON-PROTECTED |
| 6072 | 3 | CEDAR | | X | NON-PROTECTED |
| 6073 | 2 | CEDAR | | X | NON-PROTECTED |
| 6074 | 3 | CEDAR | | X | NON-PROTECTED |
| 6075 | 2 | CEDAR | | X | NON-PROTECTED |
| 6076 | 2 | CEDAR | | X | NON-PROTECTED |
| 6077 | 2 | CEDAR | | X | NON-PROTECTED |
| 6078 | 4 | CEDAR | | X | SECONDARY |
| 6079 | 4 | CEDAR | | X | SECONDARY |
| 6080 | 6 | CEDAR | | X | SECONDARY |
| 6081 | 6 | CEDAR | | X | SECONDARY |
| 6082 | 44 | CEDAR | | X | SECONDARY |
| 6083 | 4 | CEDAR | | X | SECONDARY |
| 6084 | 6 | CEDAR | | X | SECONDARY |
| 6085 | 4 | CEDAR | | X | SECONDARY |
| 6086 | 4 | CEDAR | | X | SECONDARY |
| 6087 | 4 | CEDAR | | X | SECONDARY |
| 6088 | 6 | CEDAR | | X | SECONDARY |
| 6089 | 6 | CEDAR | | X | SECONDARY |
| 6090 | 4 | CEDAR | | X | SECONDARY |
| 6091 | 6 | CEDAR | | X | SECONDARY |
| 6092 | 4 | CEDAR | | X | SECONDARY |
| 6093 | 4 | CEDAR | | X | SECONDARY |
| 6094 | 4 | CEDAR | | X | SECONDARY |
| 6095 | 6 | CEDAR | | X | SECONDARY |
| 6096 | 4 | CEDAR | | X | SECONDARY |
| 6097 | 5 | CEDAR | | X | SECONDARY |
| 6098 | 8 | CEDAR | | X | SECONDARY |
| 6099 | 4 | CEDAR | | X | SECONDARY |
| 6100 | 4 | CEDAR | | X | SECONDARY |
| 6101 | 8 | CEDAR | | X | SECONDARY |
| 6102 | 4 | CEDAR | | X | SECONDARY |
| 6103 | 6 | CEDAR | | X | SECONDARY |
| 6104 | 6 | CEDAR | | X | SECONDARY |
| 6105 | 6 | CEDAR | | X | SECONDARY |
| 6106 | 3 | CEDAR | | X | NON-PROTECTED |
| 6107 | 3 | CEDAR | | X | NON-PROTECTED |
| 6108 | 5 | CEDAR | | X | SECONDARY |
| 6109 | 4 | CEDAR | | X | SECONDARY |
| 6110 | 4 | CEDAR | | X | SECONDARY |
| 6111 | 4 | CEDAR | | X | SECONDARY |
| 6112 | 4 | CEDAR | | X | SECONDARY |
| 6113 | 3 | CEDAR | | X | NON-PROTECTED |
| 6114 | 3 | CEDAR | | X | NON-PROTECTED |
| 6115 | 4 | CEDAR | | X | SECONDARY |
| 6116 | 3 | CEDAR | | X | NON-PROTECTED |
| 6117 | 3 | CEDAR | | X | NON-PROTECTED |
| 6118 | 4 | CEDAR | | X | SECONDARY |
| 6119 | 6 | CEDAR | | X | SECONDARY |
| 6120 | 6 | CEDAR | | X | SECONDARY |
| 6121 | 6 | CEDAR | | X | SECONDARY |
| 6122 | 8 | CEDAR | | X | SECONDARY |
| 6123 | 8 | CEDAR | | X | SECONDARY |
| 6124 | 6 | CEDAR | | X | SECONDARY |
| 6125 | 6 | CEDAR | | X | SECONDARY |
| 6126 | 6 | CEDAR | | X | SECONDARY |
| 6127 | 6 | PEAR | | X | PRIMARY |
| 6128 | 6 | CEDAR | | X | SECONDARY |
| 6129 | 8 | CEDAR | | X | SECONDARY |
| 6130 | 8 | CEDAR | | X | SECONDARY |
| 6131 | 8 | CEDAR | | X | SECONDARY |
| 6132 | 8 | CEDAR | | X | SECONDARY |
| 6133 | 3 | CEDAR | | X | NON-PROTECTED |
| 6134 | 4 | CEDAR | | X | SECONDARY |
| 6135 | 4 | CEDAR | | X | SECONDARY |
| 6136 | 3 | CEDAR | | X | NON-PROTECTED |
| 6137 | 2 | CEDAR | | X | NON-PROTECTED |
| 6138 | 3 | CEDAR | | X | NON-PROTECTED |
| 6139 | 7 | CEDAR | | X | SECONDARY |
| 6140 | 7 | CEDAR | | X | SECONDARY |
| 6141 | 3 | CEDAR | | X | NON-PROTECTED |
| 6142 | 6 | CEDAR | | X | SECONDARY |
| 6143 | 4 | CEDAR | | X | SECONDARY |
| 6144 | 3 | CEDAR | | X | NON-PROTECTED |
| 6145 | 2 | CEDAR | | X | NON-PROTECTED |
| 6146 | 8 | CEDAR | | X | SECONDARY |
| 6147 | 8 | CEDAR | | X | SECONDARY |
| 6148 | 8 | CEDAR | | X | SECONDARY |
| 6149 | 8 | CEDAR | | X | SECONDARY |
| 6150 | 8 | CEDAR | | X | SECONDARY |
| 6151 | 6 | CEDAR | | X | SECONDARY |
| 6152 | 8 | CEDAR | | X | SECONDARY |
| 6153 | 4 | CEDAR | | X | SECONDARY |
| 6154 | 5 | CEDAR | | X | SECONDARY |
| 6155 | 6 | CEDAR | | X | SECONDARY |
| 6156 | 6 | CEDAR | | X | SECONDARY |
| 6157 | 6 | CEDAR | | X | SECONDARY |
| 6158 | 5 | CEDAR | | X | SECONDARY |
| 6159 | 7 | CEDAR | | X | SECONDARY |
| 6160 | 7 | CEDAR | | X | SECONDARY |

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|---|---|---|---|---|---|
| 6161 | 7 | CEDAR | | X | SECONDARY |
| 6162 | 3 | CEDAR | | X | NON-PROTECTED |
| 6163 | 7 | CEDAR | | X | SECONDARY |
| 6164 | 7 | CEDAR | | X | SECONDARY |
| 6165 | 7 | CEDAR | | X | SECONDARY |
| 6166 | 5 | CEDAR | | X | SECONDARY |
| 6167 | 4 | CEDAR | | X | SECONDARY |
| 6168 | 6 | CEDAR | | X | SECONDARY |
| 6169 | 6 | CEDAR | | X | SECONDARY |
| 6170 | 6 | CEDAR | | X | SECONDARY |
| 6171 | 4 | CEDAR | | X | SECONDARY |
| 6172 | 7 | CEDAR | | X | SECONDARY |
| 6173 | 3 | CEDAR | | X | NON-PROTECTED |
| 6174 | 7 | CEDAR | | X | SECONDARY |
| 6175 | 7 | CEDAR | | X | SECONDARY |
| 6176 | 8 | CEDAR | | X | SECONDARY |
| 6177 | 12 | CEDAR | | X | SECONDARY |
| 6178 | 8 | CEDAR | | X | SECONDARY |
| 6179 | 13 | CEDAR | | X | SECONDARY |
| 6180 | 4 | CEDAR | | X | NON-PROTECTED |
| 6181 | 5 | CEDAR | | X | SECONDARY |
| 6182 | 3 | CEDAR | | X | NON-PROTECTED |
| 6183 | 7 | CEDAR | | X | SECONDARY |
| 6184 | 7 | CEDAR | | X | SECONDARY |
| 6185 | 6 | CEDAR | | X | SECONDARY |
| 6186 | 6 | CEDAR | | X | SECONDARY |
| 6187 | 8 | CEDAR | | X | SECONDARY |
| 6188 | 7 | CEDAR | | X | SECONDARY |
| 6189 | 5 | CEDAR | | X | SECONDARY |
| 6190 | 6 | CEDAR | | X | SECONDARY |
| 6191 | 7 | CEDAR | | X | SECONDARY |
| 6192 | 7 | CEDAR | | X | SECONDARY |
| 6193 | 5 | CEDAR | | X | SECONDARY |
| 6194 | 5 | CEDAR | | X | SECONDARY |
| 6195 | 5 | CEDAR | | X | SECONDARY |
| 6196 | 2 | CEDAR | | X | NON-PROTECTED |
| 6197 | 8 | CEDAR | | X | SECONDARY |
| 6198 | 6 | CEDAR | | X | SECONDARY |
| 6199 | 8 | CEDAR | | X | SECONDARY |
| 6200 | 8 | CEDAR | | X | SECONDARY |
| 6201 | 5 | CEDAR | | X | SECONDARY |
| 6202 | 5 | CEDAR | | X | SECONDARY |
| 6203 | 8 | CEDAR | | X | SECONDARY |
| 6204 | 8 | CEDAR | | X | SECONDARY |
| 6205 | 5 | CEDAR | | X | SECONDARY |
| 6206 | 6 | CEDAR | | X | SECONDARY |
| 6207 | 13 | CEDAR | | X | SECONDARY |
| 6208 | 6 | CEDAR | | X | SECONDARY |
| 6209 | 6 | CEDAR | | X | SECONDARY |
| 6210 | 5 | CEDAR | | X | SECONDARY |
| 6211 | 5 | CEDAR | | X | SECONDARY |
| 6212 | 7 | CEDAR | | X | SECONDARY |
| 6213 | 6 | CEDAR | | X | SECONDARY |
| 6214 | 6 | CEDAR | | X | SECONDARY |
| 6215 | 6 | CEDAR | | X | SECONDARY |
| 6216 | 3 | CEDAR | | X | NON-PROTECTED |
| 6217 | 7 | CEDAR | | X | SECONDARY |
| 6218 | 6 | CEDAR | | X | SECONDARY |
| 6219 | 6 | CEDAR | | X | SECONDARY |
| 6220 | 6 | CEDAR | | X | SECONDARY |
| 6221 | 5 | CEDAR | | X | SECONDARY |
| 6222 | 5 | CEDAR | | X | SECONDARY |
| 6223 | 6 | CEDAR | | X | SECONDARY |
| 6224 | 7 | CEDAR | | X | SECONDARY |
| 6225 | 5 | CEDAR | | X | SECONDARY |
| 6226 | 5 | CEDAR | | X | SECONDARY |
| 6227 | 6 | CEDAR | | X | SECONDARY |
| 6228 | 8 | CEDAR | | X | SECONDARY |
| 6229 | 6 | CEDAR | | X | SECONDARY |
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| 6231 | 6 | CEDAR | | X | SECONDARY |
| 6232 | 4 | CEDAR | | X | SECONDARY |
| 6233 | 10 | CEDAR | | X | SECONDARY |
| 6234 | 7 | CEDAR | | X | SECONDARY |
| 6235 | 6 | CEDAR | | X | SECONDARY |
| 6236 | 8 | CEDAR | | X | SECONDARY |
| 6237 | 6 | CEDAR | | X | SECONDARY |
| 6238 | 6 | CEDAR | | X | SECONDARY |
| 6239 | 8 | CEDAR | | X | SECONDARY |
| 6240 | 8 | CEDAR | | X | SECONDARY |
| 6241 | 8 | CEDAR | | X | SECONDARY |
| 6242 | 4 | CEDAR | | X | SECONDARY |
| 6243 | 6 | CEDAR | | X | SECONDARY |
| 6244 | 6 | CEDAR | | X | SECONDARY |
| 6245 | 8 | CEDAR | | X | SECONDARY |
| 6246 | 4 | CEDAR | | X | SECONDARY |
| 6247 | 8 | CEDAR | | X | SECONDARY |
| 6248 | 4 | CEDAR | | X | SECONDARY |
| 6249 | 4 | CEDAR | | X | SECONDARY |
| 6250 | 6 | CEDAR | | X | SECONDARY |
| 6251 | 6 | CEDAR | | X | SECONDARY |
| 6252 | 6 | CEDAR | | X | SECONDARY |
| 6253 | 8 | CEDAR | | X | SECONDARY |
| 6254 | 8 | CEDAR | | X | SECONDARY |
| 6255 | 4 | CEDAR | | X | SECONDARY |
| 6256 | 2 | CEDAR | | X | NON-PROTECTED |
| 6257 | 6 | CEDAR | | X | SECONDARY |
| 6258 | 6 | CEDAR | | X | SECONDARY |
| 6259 | 4 | CEDAR | | X | SECONDARY |
| 6260 | 6 | CEDAR | | X | SECONDARY |

| | | | | | |
|---|---|---|---|---|---|
| 6261 | 6 | CEDAR | | X | SECONDARY |
| 6262 | 4 | CEDAR | | X | SECONDARY |
| 6265 | 4 | CEDAR | | X | SECONDARY |
| 6266 | 6 | CEDAR | | X | SECONDARY |
| 6267 | 6 | CEDAR | | X | SECONDARY |
| 6268 | 8 | CEDAR | | X | SECONDARY |
| 6269 | 8 | CEDAR | | X | SECONDARY |
| 6270 | 6 | CEDAR | | X | SECONDARY |
| 6271 | 6 | CEDAR | | X | SECONDARY |
| 6272 | 8 | CEDAR | | X | SECONDARY |
| 6273 | 8 | CEDAR | | X | SECONDARY |
| 6274 | 8 | CEDAR | | X | SECONDARY |
| 6275 | 8 | CEDAR | | X | SECONDARY |
| 6276 | 8 | CEDAR | | X | SECONDARY |
| 6277 | 8 | CEDAR | | X | SECONDARY |
| 6278 | 8 | CEDAR | | X | SECONDARY |
| 6279 | 6 | CEDAR | | X | SECONDARY |
| 6280 | 8 | CEDAR | | X | SECONDARY |
| 6281 | 6 | CEDAR | | X | SECONDARY |
| 6282 | 6 | CEDAR | | X | SECONDARY |
| 6283 | 6 | CEDAR | | X | SECONDARY |
| 6284 | 6 | CEDAR | | X | SECONDARY |
| 6285 | 6 | CEDAR | | X | SECONDARY |
| 6286 | 6 | CEDAR | | X | SECONDARY |
| 6287 | 6 | CEDAR | | X | SECONDARY |
| 6288 | 8 | CEDAR | | X | SECONDARY |
| 6289 | 6 | CEDAR | | X | SECONDARY |
| 6290 | 8 | CEDAR | | X | SECONDARY |
| 6291 | 6 | CEDAR | | X | SECONDARY |
| 6292 | 4 | CEDAR | | X | SECONDARY |
| 6293 | 6 | CEDAR | | X | SECONDARY |
| 6294 | 6 | CEDAR | | X | SECONDARY |
| 6295 | 6 | CEDAR | | X | SECONDARY |
| 6296 | 6 | CEDAR | | X | SECONDARY |
| 6297 | 6 | CEDAR | | X | SECONDARY |
| 6298 | 8 | CEDAR | | X | SECONDARY |
| 6299 | 8 | CEDAR | | X | SECONDARY |
| 6300 | 6 | CEDAR | | X | SECONDARY |
| 6301 | 6 | CEDAR | | X | SECONDARY |
| 6302 | 8 | CEDAR | | X | SECONDARY |
| 6303 | 6 | CEDAR | | X | SECONDARY |
| 6304 | 6 | CEDAR | | X | SECONDARY |
| 6305 | 6 | CEDAR | | X | SECONDARY |
| 6306 | 6 | CEDAR | | X | SECONDARY |
| 6307 | 6 | CEDAR | | X | SECONDARY |
| 6308 | 6 | CEDAR | | X | SECONDARY |
| 6309 | 6 | CEDAR | | X | SECONDARY |
| 6310 | 6 | CEDAR | | X | SECONDARY |
| 6311 | 8 | CEDAR | | X | SECONDARY |
| 6312 | 6 | CEDAR | | X | SECONDARY |
| 6313 | 6 | CEDAR | | X | SECONDARY |
| 6314 | 6 | CEDAR | | X | SECONDARY |
| 6315 | 4 | CEDAR | | X | SECONDARY |
| 6316 | 4 | CEDAR | | X | SECONDARY |
| 6317 | 4 | CEDAR | | X | SECONDARY |
| 6318 | 4 | CEDAR | | X | SECONDARY |
| 6319 | 2 | CEDAR | | X | NON-PROTECTED |
| 6320 | 6 | CEDAR | | X | SECONDARY |
| 6321 | 6 | CEDAR | | X | SECONDARY |
| 6322 | 8 | CEDAR | | X | SECONDARY |
| 6323 | 10 | CEDAR | | X | SECONDARY |
| 6324 | 6 | CEDAR | | X | SECONDARY |
| 6325 | 6 | CEDAR | | X | SECONDARY |
| 6326 | 6 | CEDAR | | X | SECONDARY |
| 6327 | 4 | CEDAR | | X | SECONDARY |
| 6328 | 6 | CEDAR | | X | SECONDARY |
| 6329 | 6 | CEDAR | | X | SECONDARY |
| 6330 | 6 | CEDAR | | X | SECONDARY |
| 6331 | 6 | CEDAR | | X | SECONDARY |
| 6332 | 6 | CEDAR | | X | SECONDARY |
| 6333 | 6 | CEDAR | | X | SECONDARY |
| 6334 | 6 | CEDAR | | X | SECONDARY |
| 6335 | 6 | CEDAR | | X | SECONDARY |
| 6336 | 6 | CEDAR | | X | SECONDARY |
| 6337 | 10 | CEDAR | | X | SECONDARY |
| 6338 | 8 | CEDAR | | X | SECONDARY |
| 6339 | 8 | CEDA

| | | | | | |
|---|---|---|---|---|---|
| 6465 | 4 | CEDAR | | X | SECONDARY |
| 6466 | 8 | CEDAR | | X | SECONDARY |
| 6467 | 6 | CEDAR | | X | SECONDARY |
| 6468 | 6 | CEDAR | | X | SECONDARY |
| 6469 | 6 | CEDAR | | X | SECONDARY |
| 6470 | 8 | CEDAR | | X | SECONDARY |
| 6471 | 8 | CEDAR | | X | SECONDARY |
| 6472 | 8 | CEDAR | | X | SECONDARY |
| 6473 | 6 | CEDAR | | X | SECONDARY |
| 6474 | 6 | CEDAR | | X | SECONDARY |
| 6475 | 6 | CEDAR | | X | SECONDARY |
| 6476 | 6 | CEDAR | | X | SECONDARY |
| 6477 | 6 | CEDAR | | X | SECONDARY |
| 6478 | 6 | CEDAR | | X | SECONDARY |
| 6479 | 6 | CEDAR | | X | SECONDARY |
| 6480 | 6 | CEDAR | | X | SECONDARY |
| 6481 | 6 | CEDAR | | X | SECONDARY |
| 6482 | 6 | CEDAR | | X | SECONDARY |
| 6483 | 6 | CEDAR | | X | SECONDARY |
| 6484 | 6 | CEDAR | | X | SECONDARY |
| 6485 | 6 | CEDAR | | X | SECONDARY |
| 6486 | 8 | CEDAR | | X | SECONDARY |
| 6487 | 10 | CEDAR | | X | SECONDARY |
| 6488 | 6 | CEDAR | | X | SECONDARY |
| 6489 | 8 | CEDAR | | X | SECONDARY |
| 6490 | 8 | CEDAR | | X | SECONDARY |
| 6491 | 4 | CEDAR | | X | SECONDARY |
| 6492 | 8 | CEDAR | | X | SECONDARY |
| 6493 | 6 | CEDAR | | X | SECONDARY |
| 6494 | 6 | CEDAR | | X | SECONDARY |
| 6495 | 8 | CEDAR | | X | SECONDARY |
| 6496 | 4 | CEDAR | | X | SECONDARY |
| 6497 | 6 | CEDAR | | X | SECONDARY |
| 6498 | 6 | CEDAR | | X | SECONDARY |
| 6499 | 6 | CEDAR | | X | SECONDARY |
| 6500 | 6 | CEDAR | | X | SECONDARY |
| 6501 | 6 | CEDAR | | X | SECONDARY |
| 6502 | 6 | CEDAR | | X | SECONDARY |
| 6503 | 6 | CEDAR | | X | SECONDARY |
| 6504 | 4 | CEDAR | | X | SECONDARY |
| 6505 | 6 | CEDAR | | X | SECONDARY |
| 6506 | 3 | CEDAR | | X | NON-PROTECTED |
| 6507 | 3 | CEDAR | | X | NON-PROTECTED |
| 6508 | 6 | CEDAR | | X | SECONDARY |
| 6509 | 8 | CEDAR | | X | SECONDARY |
| 6510 | 6 | CEDAR | | X | SECONDARY |
| 6511 | 10 | CEDAR | | X | SECONDARY |
| 6512 | 10 | CEDAR | | X | SECONDARY |
| 6513 | 8 | CEDAR | | X | SECONDARY |
| 6514 | 10 | CEDAR | | X | SECONDARY |
| 6515 | 6 | CEDAR | | X | SECONDARY |
| 6516 | 6 | CEDAR | | X | SECONDARY |
| 6517 | 10 | CEDAR | | X | SECONDARY |
| 6518 | 5 | CEDAR | | X | SECONDARY |
| 6519 | 6 | CEDAR | | X | SECONDARY |
| 6520 | 6 | CEDAR | | X | SECONDARY |
| 6521 | 6 | CEDAR | | X | SECONDARY |
| 6522 | 6 | CEDAR | | X | SECONDARY |
| 6523 | 6 | CEDAR | | X | SECONDARY |
| 6524 | 6 | CEDAR | | X | SECONDARY |
| 6525 | 4 | CEDAR | | X | SECONDARY |
| 6526 | 4 | CEDAR | | X | SECONDARY |
| 6527 | 4 | CEDAR | | X | SECONDARY |
| 6528 | 4 | CEDAR | | X | SECONDARY |
| 6529 | 6 | CEDAR | | X | SECONDARY |
| 6530 | 6 | CEDAR | | X | SECONDARY |
| 6531 | 6 | CEDAR | | X | SECONDARY |
| 6532 | 6 | CEDAR | | X | SECONDARY |
| 6533 | 6 | CEDAR | | X | SECONDARY |
| 6534 | 6 | CEDAR | | X | SECONDARY |
| 6535 | 6 | CEDAR | | X | SECONDARY |
| 6536 | 6 | CEDAR | | X | SECONDARY |
| 6537 | 6 | CEDAR | | X | SECONDARY |
| 6538 | 6 | CEDAR | | X | SECONDARY |
| 6539 | 4 | CEDAR | | X | SECONDARY |
| 6540 | 4 | CEDAR | | X | SECONDARY |
| 6541 | 3 | CEDAR | | X | NON-PROTECTED |
| 6542 | 8 | CEDAR | | X | SECONDARY |
| 6543 | 5 | CEDAR | | X | SECONDARY |
| 6544 | 6 | CEDAR | | X | SECONDARY |
| 6545 | 6 | CEDAR | | X | SECONDARY |
| 6546 | 6 | CEDAR | | X | SECONDARY |
| 6547 | 6 | CEDAR | | X | SECONDARY |
| 6548 | 8 | CEDAR | | X | SECONDARY |
| 6549 | 4 | CEDAR | | X | SECONDARY |
| 6550 | 6 | CEDAR | | X | SECONDARY |
| 6551 | 6 | CEDAR | | X | SECONDARY |
| 6552 | 6 | CEDAR | | X | SECONDARY |
| 6553 | 6 | CEDAR | | X | SECONDARY |
| 6554 | 6 | CEDAR | | X | SECONDARY |
| 6555 | 6 | CEDAR | | X | SECONDARY |
| 6556 | 6 | CEDAR | | X | SECONDARY |
| 6557 | 6 | CEDAR | | X | SECONDARY |
| 6558 | 6 | CEDAR | | X | SECONDARY |
| 6559 | 6 | CEDAR | | X | SECONDARY |
| 6560 | 6 | CEDAR | | X | SECONDARY |
| 6561 | 6 | CEDAR | | X | SECONDARY |
| 6562 | 6 | CEDAR | | X | SECONDARY |
| 6563 | 6 | CEDAR | | X | SECONDARY |
| 6564 | 6 | CEDAR | | X | SECONDARY |

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|---|---|---|---|---|---|
| 6565 | 6 | CEDAR | | X | SECONDARY |
| 6566 | 6 | CEDAR | | X | SECONDARY |
| 6567 | 6 | CEDAR | | X | SECONDARY |
| 6568 | 6 | CEDAR | | X | SECONDARY |
| 6569 | 6 | CEDAR | | X | SECONDARY |
| 6570 | 6 | CEDAR | | X | SECONDARY |
| 6571 | 6 | CEDAR | | X | SECONDARY |
| 6572 | 6 | CEDAR | | X | SECONDARY |
| 6573 | 6 | CEDAR | | X | SECONDARY |
| 6574 | 6 | CEDAR | | X | SECONDARY |
| 6575 | 6 | CEDAR | | X | SECONDARY |
| 6576 | 6 | CEDAR | | X | SECONDARY |
| 6577 | 6 | CEDAR | | X | SECONDARY |
| 6578 | 6 | CEDAR | | X | SECONDARY |
| 6579 | 4 | CEDAR | | X | SECONDARY |
| 6580 | 4 | CEDAR | | X | SECONDARY |
| 6581 | 4 | CEDAR | | X | SECONDARY |
| 6582 | 6 | CEDAR | | X | SECONDARY |
| 6583 | 6 | CEDAR | | X | SECONDARY |
| 6584 | 4 | CEDAR | | X | SECONDARY |
| 6585 | 10 | CEDAR | | X | SECONDARY |
| 6586 | 8 | CEDAR | | X | SECONDARY |
| 6587 | 6 | CEDAR | | X | SECONDARY |
| 6588 | 6 | CEDAR | | X | SECONDARY |
| 6589 | 6 | CEDAR | | X | SECONDARY |
| 6590 | 8 | CEDAR | | X | SECONDARY |
| 6591 | 6 | CEDAR | | X | SECONDARY |
| 6592 | 6 | CEDAR | | X | SECONDARY |
| 6593 | 6 | CEDAR | | X | SECONDARY |
| 6594 | 6 | CEDAR | | X | SECONDARY |
| 6595 | 6 | CEDAR | | X | SECONDARY |
| 6596 | 6 | CEDAR | | X | SECONDARY |
| 6597 | 6 | CEDAR | | X | SECONDARY |
| 6598 | 6 | CEDAR | | X | SECONDARY |
| 6599 | 6 | CEDAR | | X | SECONDARY |
| 6600 | 4 | CEDAR | | X | SECONDARY |
| 6601 | 6 | CEDAR | | X | SECONDARY |
| 6602 | 6 | CEDAR | | X | SECONDARY |
| 6603 | 6 | CEDAR | | X | SECONDARY |
| 6604 | 6 | CEDAR | | X | SECONDARY |
| 6605 | 6 | CEDAR | | X | SECONDARY |
| 6606 | 6 | CEDAR | | X | SECONDARY |
| 6607 | 6 | CEDAR | | X | SECONDARY |
| 6608 | 6 | CEDAR | | X | SECONDARY |
| 6609 | 6 | CEDAR | | X | SECONDARY |
| 6610 | 6 | CEDAR | | X | SECONDARY |
| 6611 | 6 | CEDAR | | X | SECONDARY |
| 6612 | 8 | CEDAR | | X | SECONDARY |
| 6613 | 6 | CEDAR | | X | SECONDARY |
| 6614 | 6 | CEDAR | | X | SECONDARY |
| 6615 | 8 | CEDAR | | X | SECONDARY |
| 6616 | 6 | CEDAR | | X | SECONDARY |
| 6617 | 10 | CEDAR | | X | SECONDARY |
| 6618 | 6 | CEDAR | | X | SECONDARY |
| 6619 | 6 | CEDAR | | X | SECONDARY |
| 6620 | 6 | CEDAR | | X | SECONDARY |
| 6621 | 8 | CEDAR | | X | SECONDARY |
| 6622 | 6 | CEDAR | | X | SECONDARY |
| 6623 | 6 | CEDAR | | X | SECONDARY |
| 6624 | 6 | CEDAR | | X | SECONDARY |
| 6625 | 6 | CEDAR | | X | SECONDARY |
| 6626 | 6 | CEDAR | | X | SECONDARY |
| 6627 | 6 | CEDAR | | X | SECONDARY |
| 6630 | 6 | CEDAR | | X | SECONDARY |
| 6631 | 6 | CEDAR | | X | SECONDARY |
| 6632 | 6 | CEDAR | | X | SECONDARY |
| 6633 | 6 | CEDAR | | X | SECONDARY |
| 6634 | 6 | CEDAR | | X | SECONDARY |
| 6635 | 8 | CEDAR | | X | SECONDARY |
| 6636 | 8 | CEDAR | | X | SECONDARY |
| 6637 | 6 | CEDAR | | X | SECONDARY |
| 6638 | 6 | CEDAR | | X | SECONDARY |
| 6639 | 6 | CEDAR | | X | SECONDARY |
| 6640 | 6 | CEDAR | | X | SECONDARY |
| 6641 | 6 | CEDAR | | X | SECONDARY |
| 6642 | 6 | CEDAR | | X | SECONDARY |
| 6643 | 4 | CEDAR | | X | SECONDARY |
| 6644 | 6 | CEDAR | | X | SECONDARY |
| 6645 | 8 | CEDAR | | X | SECONDARY |
| 6646 | 4 | CEDAR | | X | SECONDARY |
| 6647 | 6 | CEDAR | | X | SECONDARY |
| 6648 | 8 | CEDAR | | X | SECONDARY |
| 6649 | 4 | CEDAR | | X | SECONDARY |
| 6650 | 6 | CEDAR | | X | SECONDARY |
| 6651 | 8 | CEDAR | | X | SECONDARY |
| 6652 | 8 | CEDAR | | X | SECONDARY |
| 6653 | 3 | CEDAR | | X | NON-PROTECTED |
| 6654 | 8 | CEDAR | | X | SECONDARY |
| 6655 | 8 | CEDAR | | X | SECONDARY |
| 6656 | 5 | CEDAR | | X | SECONDARY |
| 6657 | 10 | CEDAR | | X | SECONDARY |
| 6658 | 8 | CEDAR | | X | SECONDARY |
| 6659 | 5 | CEDAR | | X | SECONDARY |
| 6660 | 8 | CEDAR | | X | SECONDARY |
| 6661 | 6 | CEDAR | | X | SECONDARY |
| 6662 | 8 | CEDAR | | X | SECONDARY |
| 6663 | 4 | CEDAR | | X | SECONDARY |
| 6664 | 6 | CEDAR | | X | SECONDARY |
| 6665 | 6 | CEDAR | | X | SECONDARY |
| 6666 | 8 | CEDAR | | X | SECONDARY |

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|---|---|---|---|---|---|
| 6667 | 6 | CEDAR | | X | SECONDARY |
| 6668 | 8 | CEDAR | | X | SECONDARY |
| 6669 | 6 | CEDAR | | X | SECONDARY |
| 6670 | 8 | CEDAR | | X | SECONDARY |
| 6671 | 4 | CEDAR | | X | SECONDARY |
| 6672 | 6 | ELM | X | | PRIMARY |
| 6673 | 6 | CEDAR | | X | SECONDARY |
| 6674 | 6 | CEDAR | | X | SECONDARY |
| 6675 | 4 | CEDAR | | X | SECONDARY |
| 6676 | 10 | CEDAR | | X | SECONDARY |
| 6677 | 10 | CEDAR | | X | SECONDARY |
| 6678 | 8 | CEDAR | | X | SECONDARY |
| 6679 | 5 | CEDAR | | X | SECONDARY |
| 6680 | 4 | CEDAR | | X | SECONDARY |
| 6681 | 6 | ELM | | X | PRIMARY |
| 6682 | 6 | ELM | X | | PRIMARY |
| 6683 | 6 | ELM | X | | PRIMARY |
| 6685 | 6 | ELM | | X | PRIMARY |
| 6686 | 12 | ELM | | X | PRIMARY |
| 6687 | 8 | CEDAR | | X | SECONDARY |
| 6688 | 8 | CEDAR | | X | SECONDARY |
| 6689 | 12 | ELM | X | | PRIMARY |
| 6691 | 8 | CEDAR | | X | SECONDARY |
| 6692 | 4 | CEDAR | X | | SECONDARY |
| 6693 | 8 | CEDAR | | X | SECONDARY |
| 6694 | 6 | ELM | X | | PRIMARY |
| 6695 | 6 | ELM | X | | PRIMARY |
| 6696 | 6 | ELM | | X | PRIMARY |
| 6698 | 6 | ELM | | X | PRIMARY |
| 6699 | 6 | ELM | | X | PRIMARY |
| 6700 | 6 | ELM | X | | PRIMARY |
| 6701 | 8 | CEDAR | | X | SECONDARY |
| 6702 | 6 | CEDAR | | X | SECONDARY |
| 6703 | 6 | CEDAR | | X | SECONDARY |
| 6704 | 6 | ELM | | X | PRIMARY |
| 6705 | 6 | ELM | | X | PRIMARY |
| 6706 | 6 | CEDAR | | X | SECONDARY |
| 6707 | 6 | CEDAR | | X | SECONDARY |
| 6708 | 6 | CEDAR | | X | SECONDARY |
| 6709 | 6 | CEDAR | | X | SECONDARY |
| 6710 | 6 | ELM | | X | PRIMARY |
| 6711 | 8 | CEDAR | | X | SECONDARY |
| 6712 | 8 | CEDAR | | X | SECONDARY |
| 6713 | 8 | CEDAR | | X | SECONDARY |
| 6714 | 12 | ELM | X | | PRIMARY |
| 6715 | 6 | ELM | | X | PRIMARY |
| 6716 | 12 | ELM | | X | PRIMARY |
| 6717 | 8 | ELM | X | | PRIMARY |
| 6718 | 6 | ELM | | X | PRIMARY |
| 6719 | 8 | CEDAR | | X | SECONDARY |
| 6720 | 6 | ELM | X | | PRIMARY |
| 6721 | 10 | CEDAR | | X | SECONDARY |
| 6722 | 8 | CEDAR | | X | SECONDARY |
| 6723 | 8 | CEDAR | | X | SECONDARY |
| 6724 | 8 | CEDAR | | X | SECONDARY |
| 6725 | 8 | CEDAR | | X | SECONDARY |
| 6726 | 8 | CEDAR | | X | SECONDARY |
| 6727 | 8 | CEDAR | | X | SECONDARY |
| 6728 | 8 | CEDAR | | X | SECONDARY |
| 6729 | 8 | CEDAR | | X | SECONDARY |
| 6730 | 8 | CEDAR | | X | SECONDARY |
| 6731 | 8 | CEDAR | | X | SECONDARY |
| 6732 | 8 | CEDAR | | X | SECONDARY |
| 6733 | 8 | CEDAR | | X | SECONDARY |
| 6734 | 8 | CEDAR | | X | SECONDARY |
| 6735 | 8 | CEDAR | | X | SECONDARY |
| 6736 | 8 | CEDAR | | X | SECONDARY |
| 6737 | 8 | CEDAR | | X | SECONDARY |
| 6738 | 8 | CEDAR | | X | SECONDARY |
| 6739 | 8 | CEDAR | | X | SECONDARY |
| 6740 | 4 | CEDAR | | X | SECONDARY |
| 6741 | 6 | ELM | | X | PRIMARY |
| 6742 | 4 | ELM | X | | PRIMARY |
| 6743 | 4 | CEDAR | X | | SECONDARY |
| 6744 | 8 | CEDAR | X | | SECONDARY |
| 6745 | 8 | CEDAR | X | | SECONDARY |
| 6746 | 8 | CEDAR | X | | SECONDARY |
| 6747 | 4 | CEDAR | X | | SECONDARY |
| 6748 | 8 | CEDAR | X | | SECONDARY |
| 6749 | 8 | CEDAR | X | | SECONDARY |
| 6750 | 8 | CEDAR | X | | SECONDARY |
| 6751 | 8 | CEDAR | X | | SECONDARY |
| 6752 | 6 | CEDAR | X | | SECONDARY |
| 6753 | 6 | CEDAR | X | | SECONDARY |
| 6754 | 6 | CEDAR | X | | SECONDARY |
| 6755 | 8 | CEDAR | X | | SECONDARY |
| 6756 | 6 | CEDAR | X | | SECONDARY |
| 6757 | 8 | CEDAR | X | | SECONDARY |
| 6758 | 6 | CEDAR | X | | SECONDARY |
| 6759 | 8 | CEDAR | X | | SECONDARY |
| 6760 | 8 | CEDAR | X | | SECONDARY |
| 6761 | 8 | CEDAR | X | | SECONDARY |
| 6762 | 8 | CEDAR | X | | SECONDARY |
| 6763 | 8 | CEDAR | X | | SECONDARY |
| 6764 | 8 | CEDAR | X | | SECONDARY |
| 6765 | 8 | CEDAR | X | | SECONDARY |
| 6766 | 8 | CEDAR | X | | SECONDARY |
| 6767 | 6 | CEDAR | X | | SECONDARY |
| 6768 | 8 | CEDAR | X | | SECONDARY |
| 6769 | 8 | CEDAR | X | | SECONDARY |

| | | | | | |
|---|---|---|---|---|---|
| 6770 | 8 | CEDAR | X | | SECONDARY |
| 6771 | 8 | CEDAR | X | | SECONDARY |
| 6772 | 8 | CEDAR | X | | SECONDARY |
| 6773 | 4 | CEDAR | X | | SECONDARY |
| 6774 | 4 | CEDAR | X | | SECONDARY |
| 6775 | 4 | CEDAR | X | | SECONDARY |
| 6776 | 4 | CEDAR | X | | SECONDARY |
| 6777 | 4 | CEDAR | X | | SECONDARY |
| 6778 | 6 | CEDAR | X | | SECONDARY |
| 6779 | 6 | CEDAR | X | | SECONDARY |
| 6780 | 6 | CEDAR | X | | SECONDARY |
| 6781 | 6 | CEDAR | X | | SECONDARY |
| 6782 | 6 | CEDAR | X | | SECONDARY |
| 6783 | 6 | CEDAR | X | | SECONDARY |
| 6784 | 6 | CEDAR | X | | SECONDARY |
| 6785 | 6 | CEDAR | X | | SECONDARY |
| 6786 | 6 | CEDAR | X | | SECONDARY |
| 6787 | 6 | CEDAR | X | | SECONDARY |
| 6788 | 6 | CEDAR | X | | SECONDARY |
| 6789 | 6 | CEDAR | X | | SECONDARY |
| 6790 | 6 | CEDAR | X | | SECONDARY |
| 6791 | 6 | CEDAR | X | | SECONDARY |
| 6792 | 6 | CEDAR | X | | SECONDARY |
| 6793 | 6 | CEDAR | X | | SECONDARY |
| 6794 | 6 | CEDAR | X | | SECONDARY |
| 6795 | 6 | CEDAR | X | | SECONDARY |
| 6796 | 6 | CEDAR | X | | SECONDARY |
| 6797 | 8 | CEDAR | X | | SECONDARY |
| 6798 | 6 | CEDAR | X | | SECONDARY |
| 6799 | 6 | CEDAR | X | | SECONDARY |
| 6800 | 6 | CEDAR | X | | SECONDARY |
| 6801 | 6 | CEDAR | X | | SECONDARY |
| 6802 | 6 | CEDAR | X | | SECONDARY |
| 6803 | 6 | CEDAR | | X | SECONDARY |
| 6804 | 6 | CEDAR | | X | SECONDARY |
| 6805 | 5 | ELM | | X | SECONDARY |
| 6806 | 6 | ELM | X | | SECONDARY |
| 6807 | 6 | CEDAR | | X | SECONDARY |
| 6808 | 6 | CEDAR | | X | SECONDARY |
| 6809 | 6 | CEDAR | | X | SECONDARY |
| 6810 | 8 | CEDAR | | X | SECONDARY |
| 6811 | 5 | CEDAR | | X | SECONDARY |
| 6812 | 6 | CEDAR | | X | SECONDARY |
| 6814 | 8 | CEDAR | | X | SECONDARY |
| 6816 | 8 | CEDAR | | X | SECONDARY |
| 6817 | 6 | ELM | X | | SECONDARY |
| 6818 | 3 | CEDAR | X | | SECONDARY |
| 6819 | 4 | CEDAR | X | | SECONDARY |
| 6820 | 8 | ELM | X | | SECONDARY |
| 6821 | 4 | CEDAR | | X | SECONDARY |
| 6822 | 4 | CEDAR | X | | SECONDARY |
| 6823 | 8 | ELM | X | | SECONDARY |
| 6824 | 6 | CEDAR | X | | SECONDARY |
| 6825 | 4 | CEDAR | X | | SECONDARY |
| 6826 | 4 | CEDAR | X | | SECONDARY |
| 6827 | 4 | CEDAR | | X | SECONDARY |
| 6828 | 8 | ELM | X | | PRIMARY |
| 6829 | 4 | CEDAR | X | | SECONDARY |
| 6830 | 3 | CEDAR | X | | SECONDARY |
| 6831 | 6 | CEDAR | X | | SECONDARY |
| 6832 | 4 | CEDAR | X | | SECONDARY |

| | |
|---|---|
| TOTAL CALIPER INCHES | 10904 |
| TOTAL NON-PROTECTED CALIPER INCHES | 460 |
| TOTAL PROTECTED CALIPER INCHES TO REMAIN | 1075 |
| TOTAL PROTECTED CALIPER INCHES TO BE REMOVED | 9369 |
| TOTAL HERITAGE CALIPER INCHES FOR CREDITS | 0 |
| TOTAL MITIGATION REQUIRED | 5732 |
| 6' CEDAR RULE TREES (386 TREES) | -1,544 |
| BUILDER TREES (278) 4" TREES | -1,112 |
| DEVELOPER TREES (269) 4" TREES | -1,076 |
| TOTAL MITIGATION AFTER DEDUCTIONS | 2,000 |
| TOTAL MITIGATION DOLLARS ($100/ IN) | $200,000 |


BANISTER ENGINEERING
240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)


ERWIN FARMS
ROCKWALL, TEXAS

TREE PRESERVATION NOTES

| No. | Date | Revision Description |
|---|---|---|
| | | |

PROJECT NO.: 090-25-003

PRELIMINARY
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Drew J. Dubocq
L.A.#3141
09/30/2025

SHEET NO.

L-1.7

811
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.

| PLANT SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| SYMBOL | QTY | BOTANICAL / COMMON NAME | CONT | CAL | SIZE | NOTES |
| TREES | | | | | | |
| | 50 | JUNIPERUS VIRGINIANA / EASTERN RED CEDAR | 45 GAL. | 3" | 10`-12` | FULL, MATCHING, SYMMETRICAL |
| | 40 | LAGERSTROEMIA INDICA `TUSCARORA` / CRAPE MYRTLE | 30 GAL | 3" | 6`-8` | FULL, MATCHING, SYMMETRICAL |
| | 13 | PISTACIA CHINENSIS / CHINESE PISTACHE | 45 GAL. | 3" | 10`-12` | FULL, MATCHING, SYMMETRICAL |
| | 43 | QUERCUS SHUMARDII / SHUMARD RED OAK | 45 GAL. | 3" | 10`-12` | FULL, MATCHING, SYMMETRICAL |
| | 35 | QUERCUS VIRGINIANA / SOUTHERN LIVE OAK | 45 GAL. | 3" | 10`-12` | FULL, MATCHING, SYMMETRICAL |
| | 12 | ULMUS CRASSIFOLIA / CEDAR ELM | 45 GAL. | 3" | 10`-12` | FULL, MATCHING, SYMMETRICAL |
| | 46 | VITEX AGNUS-CASTUS / CHASTE TREE | 30 GAL. | 3" | 6`-8` | FULL, MATCHING, SYMMETRICAL |
| | 40 | X CHITALPA TASHKENTENSIS 'PINK DAWN' / PINK DAWN CHITALPA | 30 GAL | 3" | 6`-8` | FULL, MATCHING, SYMMETRICAL |
| SYMBOL | QTY | BOTANICAL / COMMON NAME | CONT | SIZE | SPACING | NOTES |
| SHRUBS | | | | | | |
| | 602 | ILEX X `NELLIE R STEVENS` / NELLIE STEVENS HOLLY | 15 GAL. | 48" HT | PER PLAN | FULL, MATCHING, 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 | HYDROMULCH | | | |

N

GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

811
**Know what's below.**
**Call before you dig.**
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REGISTRATION # F-10599 (TEXAS)

ERWIN FARMS
ROCKWALL, TEXAS

OVERALL LANDSCAPE PLAN

| No. | Date | Revision Description |
|---|---|---|
| | | |

PROJECT NO.: 090-25-003

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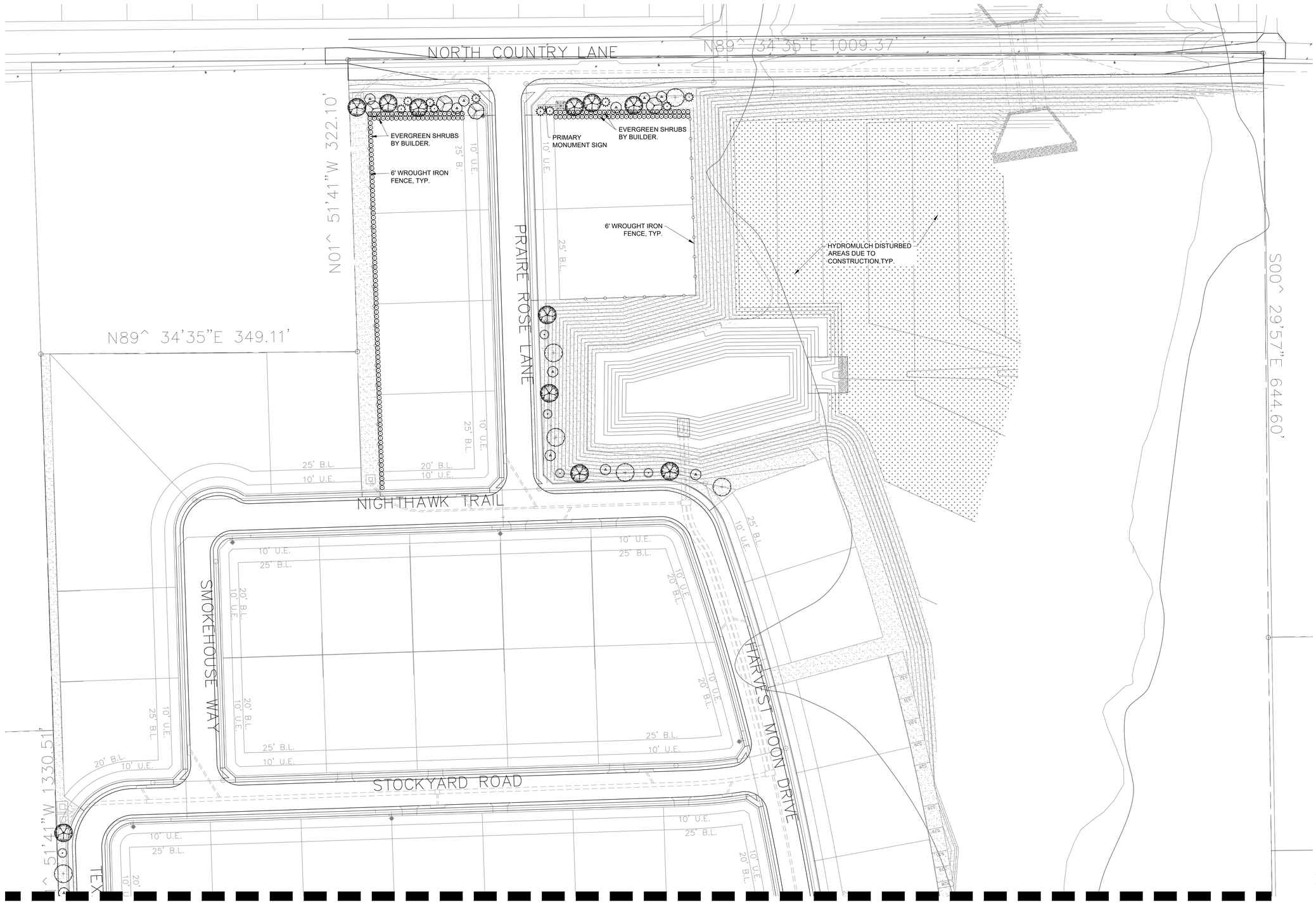
09/30/2025

SHEET NO.
L-2.0




MATCH LINE 'A' - SHEET L-2.2

811
Know what's below.
Call before you dig.
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REGISTRATION # F-10599 (TEXAS)

ERWIN FARMS
ROCKWALL, TEXAS

LANDSCAPE PLAN

| No. | Date | Revision Description |
|---|---|---|
| | | |

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L.A.#3141
09/30/2025

SHEET NO.
L-2.1

MATCH LINE 'A' - SHEET L-2.1

MATCH LINE 'B' - SHEET L-2.3

811
Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

GRAPHIC SCALE
50 0 25 50 100
( IN FEET )
1 inch = 50 ft.

N

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SHEET NO.
L-2.2

MATCH LINE 'B' - SHEET L-2.3

CORNFLOWER WAY

PICKLE BALL COURTS

16'X54' PAVILION

PARK BENCH, TYP.

PERGOLA WITH CONCRETE PAD AND PICNIC TABLE

HYDROMULCH DISTURBED AREAS DUE TO CONSTRUCTION,TYP.

APPLE BLOSSOM TRAIL

RANCHVIEW ROAD

N01^ 14'17"W 1498.13'

S00^ 59'53"E 1671.08'

20' B.L.
10' U.E.
25' B.L.
10' U.E.
30' B.L.
10' U.E.

MATCH LINE 'C' - SHEET L-2.4

811
Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

GRAPHIC SCALE
50 0 25 50 100
( IN FEET )
1 inch = 50 ft.

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ROCKWALL, TEXAS

LANDSCAPE PLAN

| No. | Date | Revision Description |
|---|---|---|
| | | |

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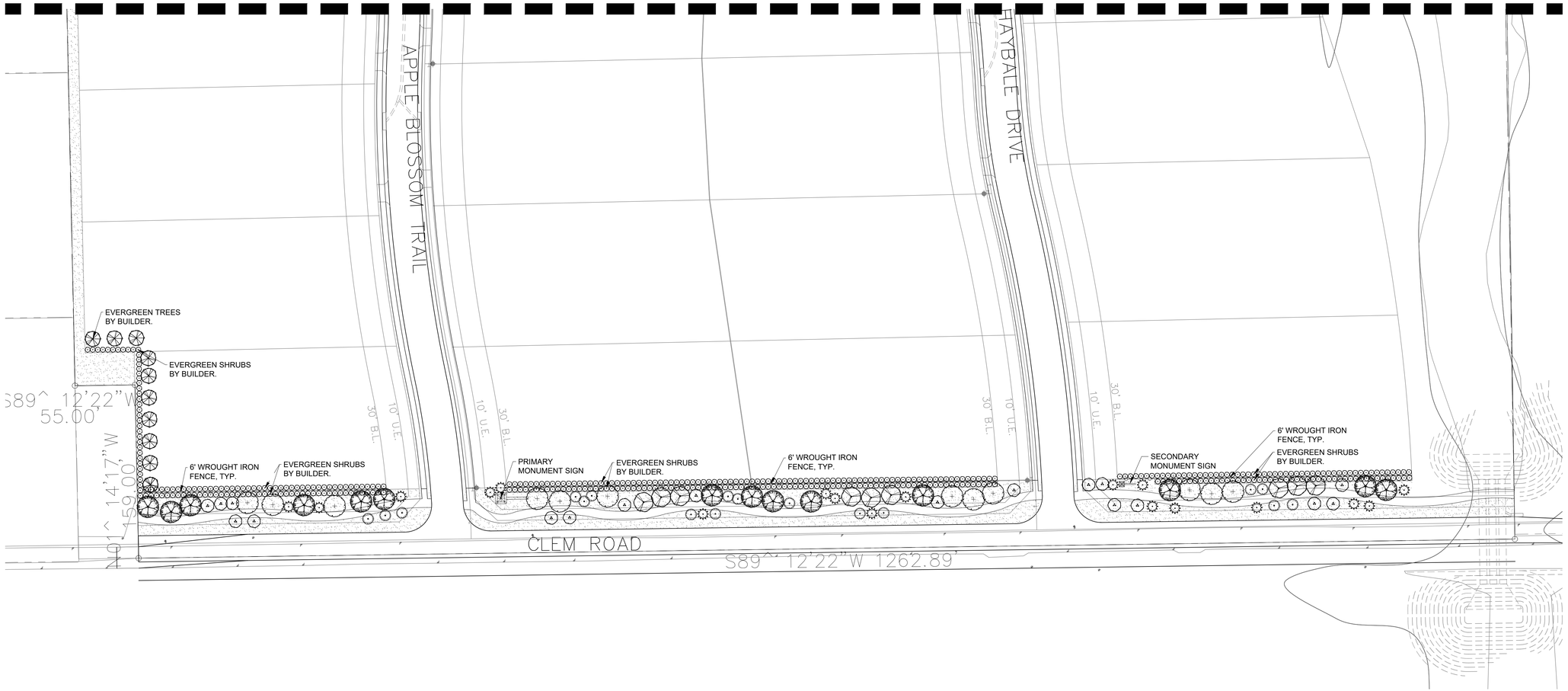
09/30/2025

SHEET NO.
L-2.3

MATCH LINE 'C' - SHEET L-2.3




N

GRAPHIC SCALE

50 0 25 50 100

( IN FEET )
1 inch = 50 ft.

811
Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

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REGISTRATION # F-10599 (TEXAS)


ERWIN FARMS
ROCKWALL, TEXAS

LANDSCAPE PLAN

| No. | Date | Revision Description |
|---|---|---|
| | | |

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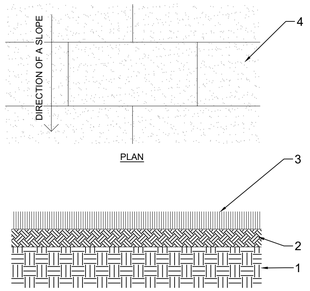
L.A.#3141
09/30/2025

SHEET NO.

L-2.4

GENERAL NOTES :

1. LOCATE ALL UTILITIES PRIOR TO DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE INCURRED BY HIS OR HER WORK.
2. CONTRACTOR SHALL ADVISE THE OWNER AND LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLANS.
3. IF A DISCREPANCY BETWEEN DRAWINGS AND PLANT SCHEDULE IS FOUND, THE DRAWINGS SHALL TAKE PRECEDENT OVER THE PLANT SCHEDULE.
4. PLANT MATERIAL SHALL COMPLY WITH ALL SIZING AND GRADING STANDARDS OF THE LATEST EDITION OF 'AMERICAN STANDARD FOR NURSERY STOCK.'
5. CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND BED CONFIGURATION FOR APPROVAL BY OWNER PRIOR TO INSTALLATION.
6. SUBSTITUTIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER OR LANDSCAPE ARCHITECT.
7. ALL DISTURBED AREAS NOT INDICATED AS PLANTING BEDS SHALL BE SODDED OR SEEDED BY CONTRACTOR TO PROVIDE AN ESTABLISHED TURF AREA.
8. 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 INSTALLED.
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.




1 SUBGRADE: SEE GRADING PLAN FOR CUT AND/OR FILL REQUIREMENTS

2 TWO (2") OF PREPARED TOPSOIL

3 TURF / SOD.

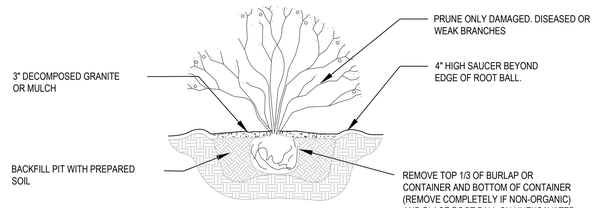
4 SOD PANEL: STAGGER AND PLACE PERPENDICULAR TO THE DIRECTION OF A SLOPE.

NOTES:

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.

## A SOD PLANTING DETAIL



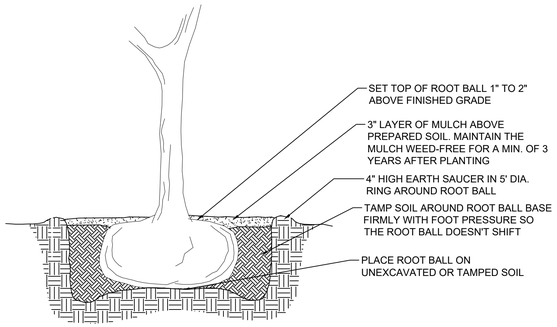

NOTE:

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.

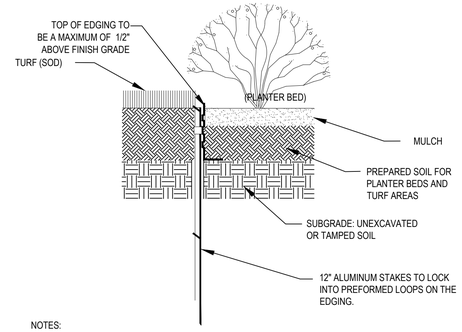
## B SHRUB PLANTING DETAIL

NOTES:

1. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT 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 THE EDGE OF THE CROWN.
2. EACH TREE MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.
3. REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM TOP HALF OF THE ROOT BALL.
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.



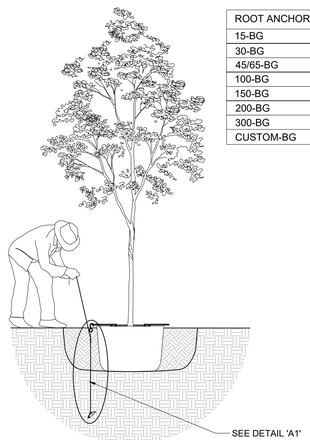

## C TREE PLANTING DETAIL



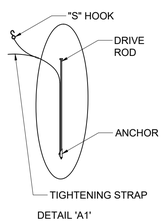

NOTES:

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.

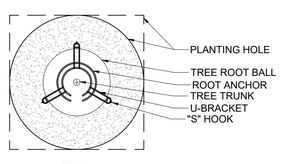
## D STEEL EDGING DETAIL




| ROOT ANCHOR ITEM # | ROOT BALL & CONTAINER SIZE | ANCHOR INSTALLATION DEPTH |
|---|---|---|
| 15-BG | 10 / 15 OR 17" ROOT BALL | 12-18" MINIMUM DEPTH |
| 30-BG | 20 / 39 GALLON OR 22" ROOT BALL | 18-24" MINIMUM DEPTH |
| 45/65-BG | 45 / 65 GALLON OR 27-30" ROOT BALL | 24-30" MINIMUM DEPTH |
| 100-BG | 95 / 100 GALLON OR 36" ROOT BALL | 30-36" MINIMUM DEPTH |
| 150-BG | 150 GALLON OR 42" ROOT BALL | 48" MINIMUM DEPTH |
| 200-BG | 200 GALLON OR 48" ROOT BALL | 48" MINIMUM DEPTH |
| 300-BG | 300 GALLON OR 58" ROOT BALL | 48" MINIMUM DEPTH |
| CUSTOM-BG | ROOT BALLS LARGER THAN 60" | TBD |




DETAIL 'A1'




PLAN

STEP 1:
- 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:
- 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.

## E TREE STAKING DETAIL

811 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.

BANNISTER ENGINEERING
240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

ERWIN FARMS
ROCKWALL, TEXAS

LANDSCAPE NOTES AND DETAILS

| No. | Date | Revision Description |
|---|---|---|

PROJECT NO.: 090-25-003

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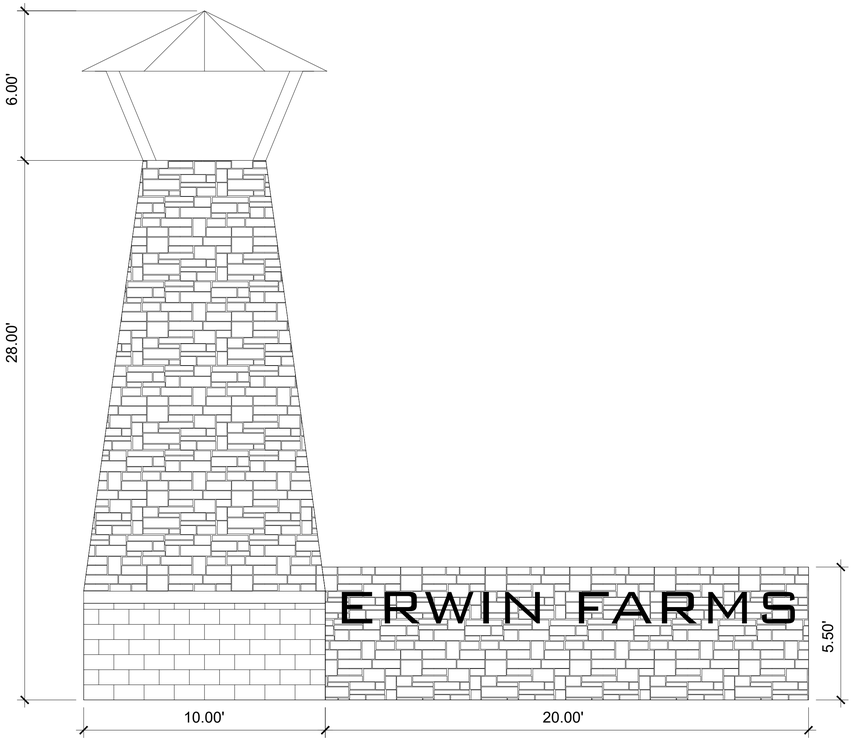
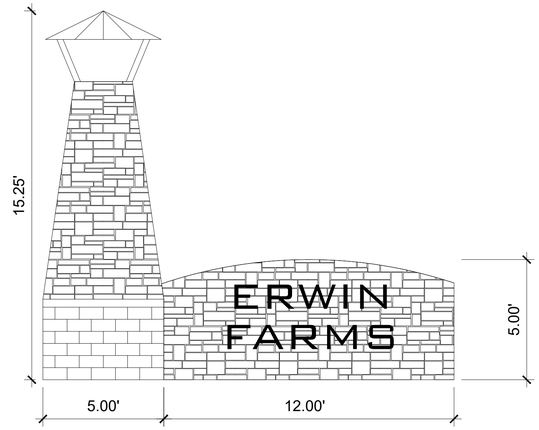
Drew J. Dubocq
L.A.#3141
09/30/2025

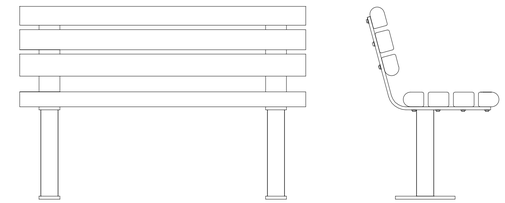
SHEET NO.
L-2.5



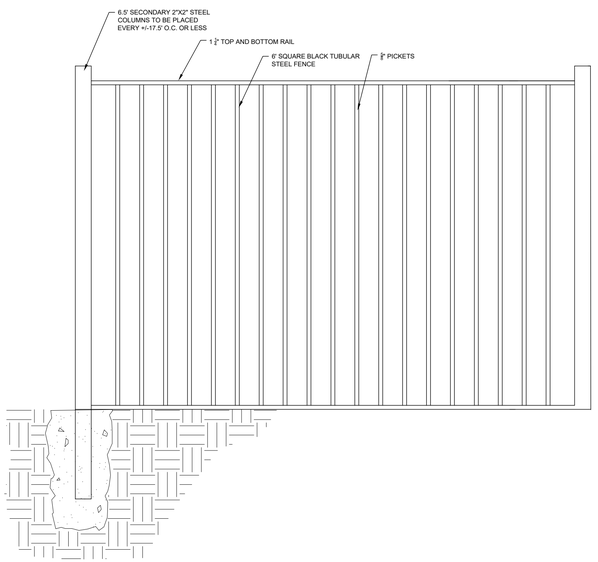

F PRIMARY MONUMENT SIGN DETAIL




G SECONDARY MONUMENT SIGN DETAIL




H 6' POLY WOOD GRAIN BENCH DETAIL




I WROUGHT IRON FENCE DETAIL

811
**Know what's below.**
**Call before you dig.**
(@ least 48 hours prior to digging)

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ERWIN FARMS
ROCKWALL, TEXAS

HARDSCAPE DETAILS

| No. | Date | Revision Description |
|---|---|---|

PROJECT NO: 090-25-003

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SHEET NO.
L-2.6