AGENDA

ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, February 5, 2024 - 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 Brandy and Wayne Lutz v. The Shores (City of Rockwall, Intervenor), Cause No. 1-22-0425, pursuant to Section 551.017 (Consultation with Attorney)

2. Discussion regarding legal options on possible amendments to the city's Unified Development Code (UDC) and the Municipal Code of Ordinances, pursuant to Section 551.071 (Consultation with Attorney).

3. Discussion regarding Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development)

4. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees - specifically the Rockwall Economic Development Corporation's (REDC) Rockwall ISD Liaison position - 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 Moeller

VI. Proclamations / Awards / Recognitions

1. Health for Humanity Yogathon Proclamation

2. Teen Dating Violence Awareness Month Proclamation

VII. Open Forum

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

VIII. Take Any Action as a Result of Executive Session

IX. Consent Agenda

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

1. Consider approval of the minutes from the January 16, 2024 city council meeting, and take any action necessary.

2. **Z2023-054** - Consider a request by Pare Underwood on behalf of Annette Lall of HIS Covenant Children, Inc. for the approval of an **ordinance** for a Specific Use Permit (SUP) for an Event Hall/Banquet Facility on a 0.689-acre tract of land identified as Lots A & B, Block 2, Griffith Addition, City of Rockwall, Rockwall County, Texas, zoned Downtown (DT) District, situated within the Old Town Rockwall (OTR) Historic District, addressed as 303 E. Rusk Street, and take any a0ction necessary **(2nd Reading)**.

3. **Z2023-055** - Consider a request by Dean Cathey of Dean Cathey Custom Homes on behalf of Chris Malek 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 0.2070-acre tract of land identified as Lots N38, N39 & N40 of Lakeside Village, Phase 4 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 2 (PD-2), addressed as 3601 Highpoint Drive, and take any action necessary **(2nd Reading)**.

4. **Z2023-056** - Consider a request by Paul Arce on behalf of Kisanet Ghebretsadik 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 0.1377-acre parcel of land identified as Lot 22, Block B, Harbor Landing, Phase 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 295 Harborview Drive, and take any action necessary **(2nd Reading)**.

5. **P2024-004** - Consider a request by Keaton Mai of the Dimension Group on behalf of Michael Hampton of Creekside Commons Crossing, LP for the approval of a *Replat* for Lots 14-18, Block A, Creekside Commons Addition being a 16.719-acre tract of land identified as Lots 2-6, Block A, Creekside Commons Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, generally located at east of the intersection of S. Goliad Street [*SH-205*] and S. FM-549, and take any action necessary.

6. Consider authorizing the City Manager to execute a maintenance and services agreement with Phasetec Electric, Inc. to provide maintenance and service for Supervisory Control and Data Acquisition (SCADA) for Water, Wastewater, and Street Divisions of Public Works, and take any action necessary

7. Consider authorizing the City Manager to execute agreements with Freese & Nichols, Inc. and GRAM Traffic North Texas, Inc. for the provision of Professional Engineering Services relating to the Roadway Impact Fee Update in the amount of $63,687.75 to be funded by the FY2024 Budget, and take any action necessary.

8. Consider approval of a resolution calling a General Election to be held May 4, 2024 for the purpose of electing three city council members for Place 2, Place 4 and Place 6, each for two-year terms, and take any action necessary.

9. Consider authorizing the Mayor to execute an all-hazards, countywide interlocal jurisdictional mutual agreement between the City, Rockwall County and all municipalities within Rockwall County, and take any action necessary.

10. Consider approval of a recommendation from the Hotel Occupancy Tax (HOT) Subcommittee awarding funding for the Rotary District Conference in the amount of $10,000 and Rockwall Heath Gymnastics Tournament in the amount of $15,000 and authorize the City Manager to execute the associated contracts, and take any action necessary.

X. Action Items

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

1. Hear update from representative(s) of the City's ART Commission regarding status of current projects and to consider approval of future phases of the *Picture This* 'art in public places' project, and take any action necessary.

2. Discuss and consider a status update from the Rockwall Area Chamber of Commerce regarding Hotel Occupancy Tax ("HOT") funding received and programs offered through the Convention & Visitors Bureau on behalf of the City of Rockwall.

3. Discuss and consider directing staff to prepare an ordinance amending the Municipal Code of Ordinance and the Unified Development Code (UDC) to adopt regulations for *Short-Term Rentals*, and take any action necessary.

4. Hear presentation from representatives of Total Wine & More, Inc. related to possible Local Option Election for November 2024.

5. Discuss and consider directing staff to proceed with an initiative to abandon certain unimproved or underutilized rights-of-way, and take any action necessary.

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

1. Building Inspections Department Monthly Report

2. Fire Department Monthly Report

3. Parks & Recreation Department Monthly Report

4. Police Department Monthly Report

5. Sales Tax Historical Comparison

6. Water Consumption Historical Statistics

XII. Adjournment

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

The City of Rockwall City Council reserves the right to adjourn into executive session at any time to discuss any of the matters

listed on the agenda above, as authorized by Texas Government Code ¶ 551.071 (Consultation with Attorney) ¶ 551.072 (Deliberations about Real Property) ¶ 551.074 (Personnel Matters) and ¶ 551.087 (Economic Development)

I, Kristy Teague, City Secretary for the City of Rockwall, Texas, do hereby certify that this Agenda was posted at City Hall, in a place readily accessible to the general public at all times, on the 2nd day of Feb. at 4:40 PM and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

_____ _____

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

Date Removed

Rockwall, Texas

Proclamation

Whereas, yoga is an ancient Hindu practice for maintaining spiritual, mental and physical well-being and was developed thousands of years ago in the Indian subcontinent; and

Whereas, the Surya Namaskar (also known as "Sun Salutation") is a traditional Yoga practice combining a sequence of postures with breathing exercises; and

Whereas, Hindu Swayamsevak Sangh (HSS) is a non-profit, charitable organization with over 235 branches in 34 states in 164 cities, including Rockwall; and

Whereas, the organization conducts a Hindu values education program for Hindu families and participates in community service activities such as food drives, providing hot meals to shelters and other Sewa ("service") related activities; and

Whereas, HSS is organizing its annual Health for Humanity Yogathon with the goal of having over 10,000 individual participants practice the Sun Salutation to promote the spiritual, mental and physical well-being of all members of the community; and

Whereas, yoga enthusiasts, yoga studios, local schools, and other organizations are participating in this event as a part of physical activity and/or spiritual training.

Now, Therefore, I, Trace Johannesen, Mayor of the City of Rockwall, Texas, do hereby proclaim Jan. 13-28, 2024 as

"Health for Humanity Yogathon Period"

in the City of Rockwall and encourage all citizens to participate and become more aware of the enjoyment and many benefits of yoga.

In Witness Whereof, I hereunto set my hand and official seal this 16th day of January, 2024.

Trace Johannesen, Mayor

Rockwall, Texas

Proclamation

Whereas, teen dating violence is defined as "physical, sexual, psychological, or emotional abuse within a dating relationship among adolescents;" and

Whereas, teen dating violence may occur in person, on social media, online, or through other electronic communication and may be verbal or physical abuse, cyberstalking, non-consensual distribution of intimate images, or other technology-facilitated acts; and

Whereas, according to the National Coalition Against Teen Dating Violence:

- nearly 21% of female and 13.4% of high school students report being physically or sexually abused by a dating partner;
- each year, nearly 1.5 million high school students in the U.S. are physically abused by dating partners;
- 57% of teens know someone who has been physically, sexually, or verbally abusive in a dating relationship, and only 33% of teenage dating abuse victims ever told anyone about it.
- College campuses have even more concerning statistics, with 43% of college women reporting violent or abusive behaviors from their partner and one in five women being sexually assaulted during their college tenure.

Whereas, educating teens about healthy relationships, domestic violence, sexual assault, dating violence, cyber bullying, and stalking, as well as demonstrating to them proper behaviors within dating relationships are all ways to help mitigate teen dating violence in our society; and

Whereas, teens also understanding the real consequences associated with actions that are classified as violence can help lessen violence, within both teen dating relationships and within future marriages.

Now, Therefore, I, Trace Johannesen, Mayor of the City of Rockwall, Texas, do hereby proclaim the month of **February** as

Teen Dating Violence Awareness Month

in the City of Rockwall and encourage all citizens to help raise awareness about teen dating violence in our community, to support organizations that aim to eradicate this crime and to assist those affected.

In Witness Whereof, I hereunto set my hand and official seal this 5th day of February, 2024.

Trace Johannesen, Mayor

MINUTES

REGULAR CITY COUNCIL MEETING

Tuesday, January 16, 2024 - 6:00 PM

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

I. Call Public Meeting to Order

Mayor Johannesen called the public meeting to order at 6:00 p.m. Present were Mayor Trace Johannesen, Mayor Pro Tem Anna Campbell, and Councilmembers Sedric Thomas, Mark Moeller, Clarence Jorif, Dennis Lewis and Tim McCallum. Also present were City Manager, Mary Smith and Assistant City Manager, Joey Boyd. City Attorney, Frank Garza was absent from the meeting; however, Lea Ream, legal counsel for the city attended the meeting remotely / virtually.

II. Invocation and Pledge of Allegiance - Councilmember Thomas

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

III. Proclamations / Awards / Recognitions

1. Rockwall Police Citizens on Patrol Appreciation Day

Mayor Johannesen read and presented COPs volunteers with this honorary proclamation in recognition of their many contributions to our city and the community.

2. Health for Humanity Yogathon

At the request of the person(s) seeking this proclamation, its reading was delayed until the next (Feb. 5) regular council meeting.

IV. Appointment Items

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

The Chairman of the P&Z Commission, Mr. Deckard, briefly commented to Council regarding planning-related cases on the agenda. No discussion ensued, and no action was taken.

V. Open Forum

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

VI. Consent Agenda

1. Consider approval of the minutes from the January 2, 2024 city council meeting, and take any action necessary.

Councilmember Lewis moved to approve the Consent Agenda item (#1). Mayor Pro Tem Campbell seconded the motion, which passed unanimously (7 ayes to 0 nays).

VII. Public Hearing Items

1. **Z2023-054** - Hold a public hearing to discuss and consider a request by Pare Underwood on behalf of Annette Lall of HIS Covenant Children, Inc. for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for an *Event Hall/Banquet Facility* on a 0.689-acre tract of land identified as Lots A & B, Block 2, Griffith Addition, City of Rockwall, Rockwall County, Texas, zoned Downtown (DT) District, situated within the Old Town Rockwall (OTR) Historic District, addressed as 303 E. Rusk Street, and take any a0ction necessary **(1st Reading)**.

Planning Director, Ryan Miller, provided background information about this case. This property is located in the downtown historic area of the city. The applicant is requesting approval associated with an event space / banquet center on the second story of an office space. Granting of said request would need to be done so via issuance of an SUP that's approved by Council. Indication was given that this business has already been operating; however, there essentially was some confusion on the part of the business owner and the city as to what the requirements were prior to opening up. Part of the confusion is because the City very recently changed some requirements. The applicant, however, was proactive in working with city staff to get this case brought before Council for review and consideration.

Mr. Miller indicated that staff mailed out notices to 145 property and land owners within 500' of the subject property. Also, staff notified the Bent Creek Condos HOA, which is the only HOA within 1,500' of the property. Staff received 1 notice returned that was in favor of the applicant's request.

The applicant, Pare Underwood, then came forth to speak. She briefly introduced herself and indicated that she recently went before the city's Historic Board, and she has received their approval.

Mayor Johannesen opened the public hearing, but no one indicated a desire to come forth and speak. So he closed the public hearing.

Councilmember Thomas then moved to approve Z2023-054. Councilmember Lewis seconded the motion. Following brief comments, the ordinance caption was then read as follows:

CITY OF ROCKWALL
ORDINANCE NO. 24-__
SPECIFIC USE PERMIT NO. S-___

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 AN *EVENT HALL/BANQUET FACILITY* ON A 0.689-ACRE TRACT OF LAND IDENTIFIED AS LOTS A & B, BLOCK 2, GRIFFITH ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

2. **Z2023-055** - Hold a public hearing to discuss and consider a request by Dean Cathey of Dean Cathey Custom Homes on behalf of Chris Malek 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 0.2070-acre tract of land identified as Lots N38, N39 & N40 of Lakeside Village, Phase 4 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 2 (PD-2),

addressed as 3601 Highpoint Drive, and take any action necessary **(1st Reading)**.

Planning Director, Ryan Miller, provided background information about this case. The applicant would like to seek approval for the construction of a 3,993 square foot, single-family home within the Lakeside Village subdivision. Council is being asked to evaluate the proposed size, location and architecture as compared to nearby, existing homes. Staff has provided a housing analysis related to nearby, existing homes and has found that the proposed home is similar to those homes as far as size and architecture are concerned. Staff mailed out 94 notices to property owners and occupants within 500' of the property, and one HOA was also notified. Staff received one notice back in favor. Mr. Miller indicated that the city's Planning & Zoning Commission did review this case and has recommended its approval.

Mayor Johannesen opened the public hearing, but no one indicated a desire to come forth and speak. So he closed the public hearing.

Mayor Pro Tem Campbell moved to approve Z2023-055. Councilmember Moeller seconded the motion. the ordinance caption was then read as follows:

CITY OF ROCKWALL
ORDINANCE NO. 24-__
SPECIFIC USE PERMIT NO. S-2__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 2 (PD-2) 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 ADJACENT TO AN ESTABLISHED SUBDIVISION* TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.2070-ACRE TRACT OF LAND, IDENTIFIED AS LOTS N38, N39 & N40 OF LAKESIDE VILLAGE, PHASE 4 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

3. **Z2023-056** - Hold a public hearing to discuss and consider a request by Paul Arce on behalf of Kisanet Ghebretsadik 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 0.1377-acre parcel of land identified as Lot 22, Block B, Harbor Landing, Phase 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 295 Harborview Drive, and take any action necessary **(1st Reading)**.

Mr. Miller indicated that the applicant would like to obtain approval for the construction of a 5,443 square foot, single-family home at 295 Harborview Drive within the Harbor Landing Subdivision. Council is being asked to evaluate the proposed size, location and architecture as compared to nearby, existing homes. Staff has provided a housing analysis related to nearby, existing homes. He pointed out that the home being proposed at this time has a 'modern' type architectural look to it, and with the exception of the garage orientation and roof pitch, it meets all the standards outlined in the city's Unified Development Code. He pointed out that there are other, existing nearby homes that also have garage orientations similar to this proposed one, and there are other

nearby homes with similar roof designs / pitches too. Staff sent out 133 notices to adjacent land and property owners within 500' of the subject property. Two notices in favor of the request were received back by staff. Mr. Miller also indicated that the city's Planning & Zoning Commission did review this case and has recommended its approval.

Mayor Johannesen opened the public hearing, but no one indicated a desire to come forth and speak. So he closed the public hearing.

Following brief comments, Councilmember Lewis moved to approve Z2023-056. Councilmember Thomas seconded the motion.

The ordinance caption was read as follows:

CITY OF ROCKWALL
ORDINANCE NO. 24-__
SPECIFIC USE PERMIT NO. S-2__

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* TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.1377-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 22, BLOCK B, OF THE 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.

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

VIII. Action Items

1. Discuss and consider review and acceptance of a "Certificate of Insufficiency" related to a local option election petition recently circulated within the City of Rockwall, and take any action necessary.

City Secretary, Kristy Teague, provided brief comments regarding a recent local option election-related petition that was being circulated within the City of Rockwall by a consultant working on behalf of Total Wine & More. The petitioner(s) was attempting to garnish enough valid signatures to get on the General Election ballot in May a proposition that would essentially allow liquor stores within the City. Their efforts, however, were unsuccessful - now for a second time (having previously tried back in the summer months, earlier this year).

Following Ms. Teague's brief comments, Mayor Pro Tem Campbell moved to accept the Certificate of Insufficiency. Councilmember Moeller seconded the motion, which passed by a vote of 7 ayes to 0 nays. The certificate of insufficiency is hereby inserted in its entirety into the minute as follows:

CERTIFICATE OF INSUFFICIENCY OF PETITION
FOR LOCAL OPTION ELECTION

I Kristy Teague, City Secretary of the City of Rockwall, Texas, hereby certify the following:

An initiative petition proposing that a local option election be called in accordance with the terms and provisions of Title 17, Chapter 277 of the Texas Election Code in the City of Rockwall to allow the "legal sale of all alcoholic beverages for off-premise consumption only" was filed with the City Secretary on December 28, 2023.

At the time of filing, the petition submission was comprised of **871 pages** containing **6,865 signatures**. In accordance with the Section 501.032 of the Texas Election Code, the number of signatures required for a sufficient local option election petition is thirty-five percent (35%) of the qualified voters in the most recent gubernatorial election. Per the last gubernatorial election, the number of registered voters of the City of Rockwall who voted in the election was 18,786. Therefore, **the petitioner was required to provide 6,576 valid signatures**.

The Texas Election Code authorizes the use of random sampling to verify petitions of large size. Under that method, and in accordance with law, twenty-five percent (25%) of the total number of submitted signatures on this petition were reviewed, which equates to a sample size of 1,718 signatures. Based on verification against the voter registration rolls obtained from the Rockwall County Elections Department on the date the petition was initially issued (October 30, 2023), I have determined the following facts regarding this local option Petition.

The raw-count number of signature line entries filed with the Petition on December 28, 2023 was **6,865**. The required number of valid signatures needed was **6,576**. Based on review of 25% of the total number of submitted signatures, it has been determined that **the petition does *not* meet the requirement for the minimum number of valid signature entries**. Of the signatures submitted and checked, 633 of the Petition entries/signatures were disqualified. The reasons for the Petition lines being disqualified are on account of the following:

TOTAL "BAD" NOs.	REASON CODE	DEFINITIONS of "REASON CODES" FOR "BAD" / "INVALID" SIGANTURE SUBMISSIONS
185	WD	Wrong District (Does Not Live Within City of Rockwall)
3	OOC	Out of County (Signer Lives in Another County)
2	AR	Address Rejected
1	RES	Resident's (Signer's) Address Missing
180	NR	Not Registered (Not a Registered (City) Voter at all Within Voter Reg. System)
12	CAN	Voter "Cancelled" in Voter Reg. System (Used to be, but CURRENTLY not a Valid, Reg. City Voter)
5	RD	Registration Date (Voter Registered After Date of Petition Issuance)
70	DAT	Date of Signature is Missing
110	SDI	Signing Date Incomplete (Date of Signing is Incomplete)
25	DOB	Date of Birth is Missing (or Incomplete, or Incorrect)
4	SIG	Signature Itself is Missing (completely)
32	SR	Signature is Rejected (didn't match signature(s) in the Voter Reg. System)
4	VD	Valid Duplicate (Signer/Voter is Valid; however, he/she signed petition more than once)
633	TOTAL NUMBER OF SIGNATURES VERIFIED & DETERMINED TO BE "BAD"	

Based on the above, **the Petition is determined to be insufficient by at least 344 qualified signer entries**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Rockwall on this the 10th day of January, 2024.

[CITY SEAL]

Kristy Teague
City Secretary – Rockwall, TX

2. Discuss and consider reappointments to city advisory board(s), including the Main Street Advisory Board, and take any action necessary.

Councilmember Moeller moved to reappoint the following individuals to serve an additional two-year term on the Main Street Advisory Board (to expire in January of 2026):

- **Stacy Fuqua,**
- **Hailee Handy-Alberti,**
- **Geoffrey Lyons, and**
- **Gary Cannavo.**

Councilmember Thomas seconded the motion, which passed by a vote of 7 ayes to 0 nays.

IX. Adjournment

Mayor Johannesen adjourned the meeting at 6:25 p.m.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ON THIS 5th DAY OF FEBRUARY, 2024.

TRACE JOHANNESEN, MAYOR

ATTEST:

KRISTY TEAGUE, CITY SECRETARY

CITY OF ROCKWALL

ORDINANCE NO. 24-03

SPECIFIC USE PERMIT NO. S-323

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 AN *EVENT HALL/BANQUET FACILITY* ON A 0.689-ACRE TRACT OF LAND IDENTIFIED AS LOTS A & B, BLOCK 2, GRIFFITH 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 Pare Underwood on behalf of Annette Lall of HIS Covenant Children for the approval of a *Specific Use Permit (SUP)* for an *Event Hall/Banquet Facility* on a 0.689-acre tract of land identified as Lots A & B, Block 2, Griffith Addition, City of Rockwall, Rockwall County, Texas, zoned Downtown (DT) District, situated within the Old Town Rockwall (OTR) Historic District, addressed as 303 E. Rusk Street, 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. The Unified Development Code [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing for the establishment of an *Event Hall/Banquet Facility* as stipulated by Article 04*, Permissible Uses,* of the Unified Development Code [*Ordinance No. 20-02*] on the *Subject Property*; and

SECTION 2. That the *Subject Property* shall be used and developed only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance and as specifically set forth in Subsection 01.01*, Land Use Schedule,* of Article 04*, Permissible Uses,* and Subsection 04.01*, General Commercial District Standards*; and Subsection 04.07, *Downtown (DT) District,* of Article 05*, District Development Standards,* of the Unified Development Code [*Ordinance No. 20-02*] of the City of Rockwall -- *as heretofore amended and may be amended in the futur*e -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of an *Event Hall/Banquet Facility* on the *Subject Property* and conformance to these requirements is necessary for continued operations:

1) The proposed *Event Hall/Banquet Facility* shall be limited to the area depicted in *Exhibit 'B'* of this ordinance.

2) The proposed *Event Hall/Banquet Facility* shall apply for and receive a Certificate of Occupancy (CO) upon approval of the proposed Specific Use Permit (SUP).

2.2 COMPLIANCE

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

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

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

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 5th DAY OF FEBRUARY, 2024.

_____
Trace Johannesen, Mayor

ATTEST:

_____
Kristy Teague, City Secretary

APPROVED AS TO FORM:

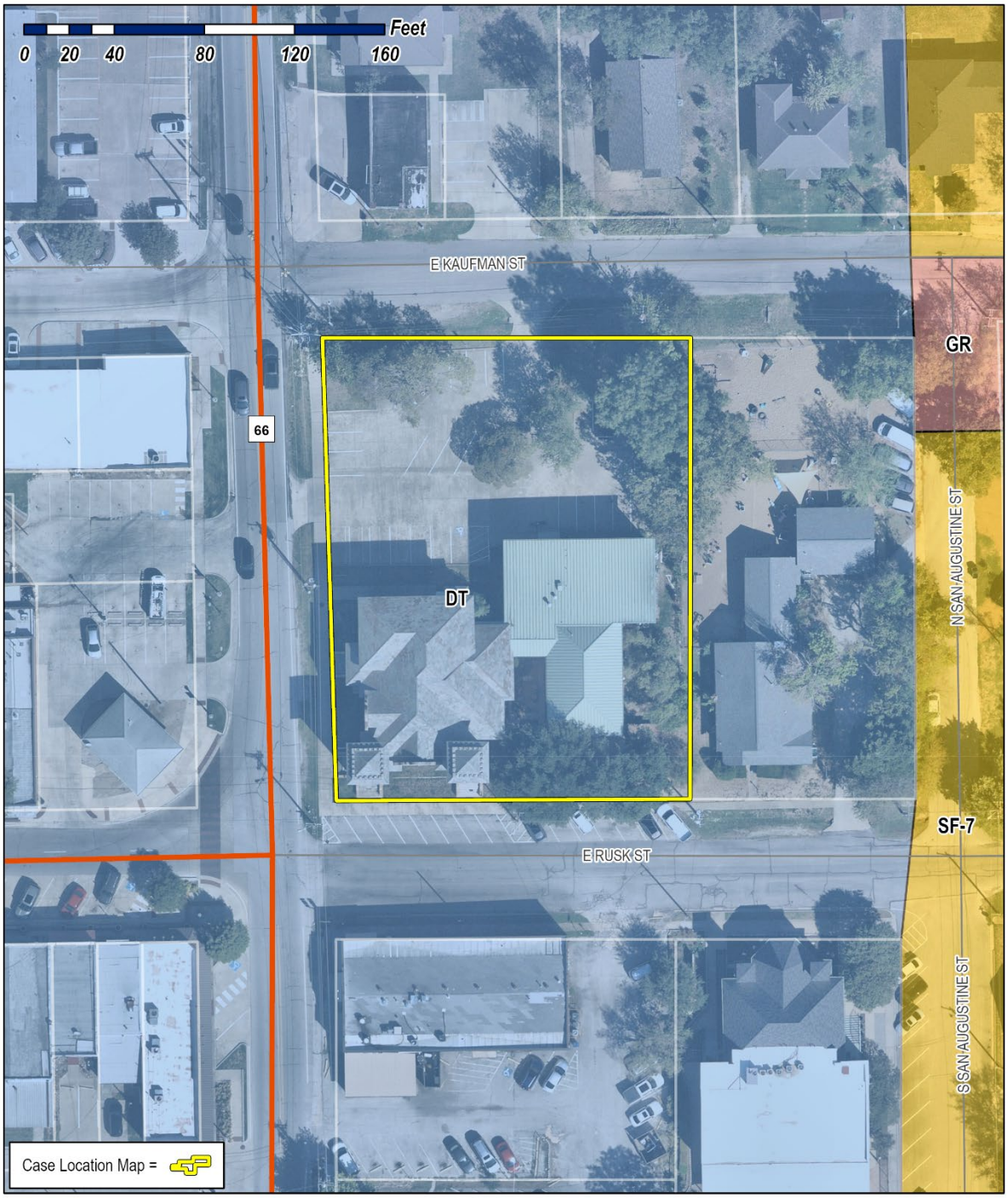
_____
Frank J. Garza, City Attorney

1st Reading: January 16, 2024

2nd Reading: February 5, 2024

Exhibit 'A':
Location Map

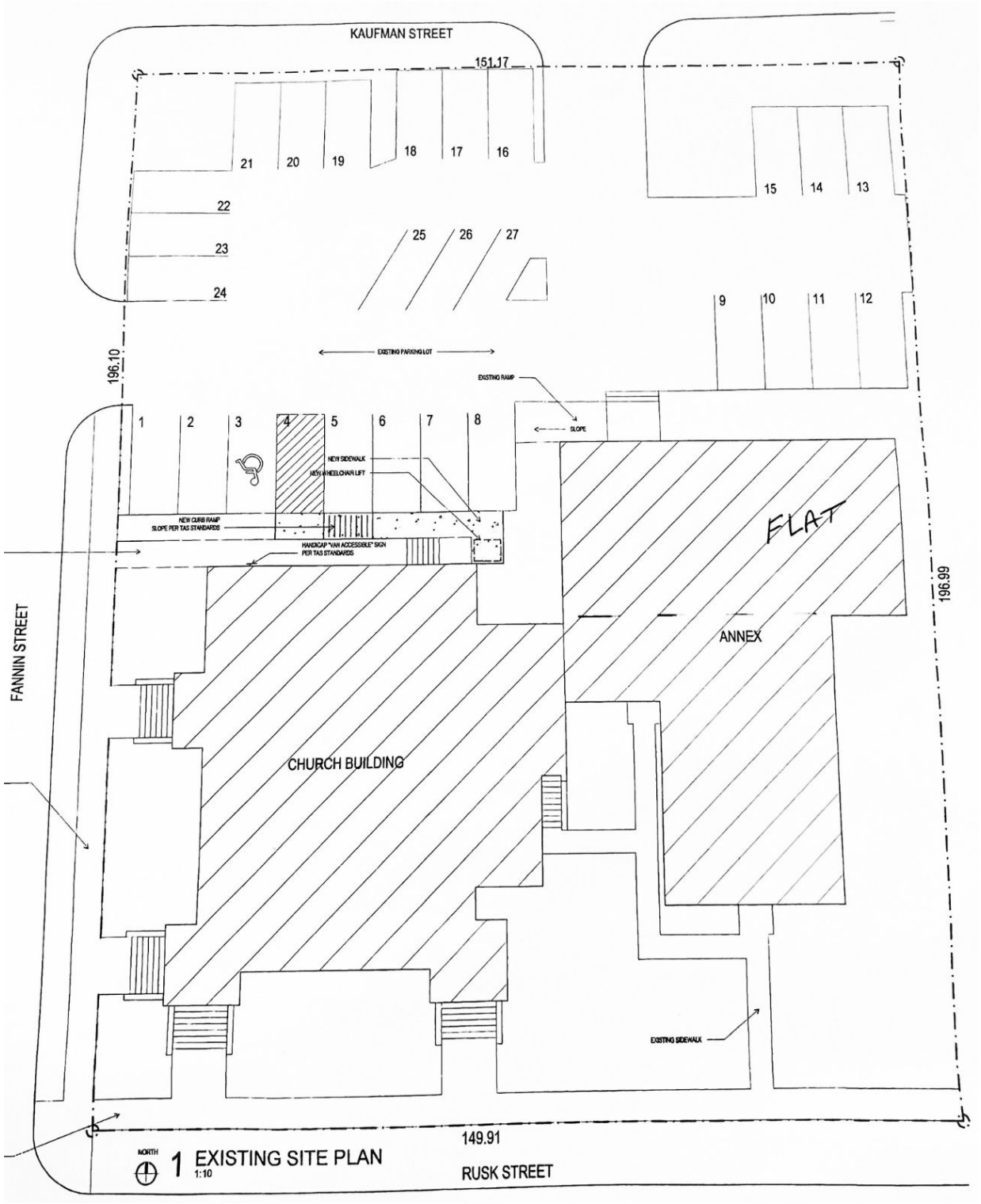
LEGAL DESCRIPTION: LOTS A AND B, BLOCK 2, GRIFFITH ADDITION



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':
Site Plan



CITY OF ROCKWALL

ORDINANCE NO. 24-04

SPECIFIC USE PERMIT NO. S-324

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 2 (PD-2) 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 ADJACENT TO AN ESTABLISHED SUBDIVISION* TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.2070-ACRE TRACT OF LAND, IDENTIFIED AS LOTS N38, N39 & N40 OF LAKESIDE VILLAGE, PHASE 4 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request by Dean Cathey of Dean Cathy Custom Homes, LLC for the approval of a *Specific Use Permit (SUP)* for *Residential Infill Adjacent to an Established Subdivision* on a 0.207-acre tract of land identified as Lots N38, N39 & N40 of Lakeside Village, Phase 4 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 2 (PD-2), addressed as 3601 Highpoint Drive, 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*] and Planned Development District 2 (PD-2) 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 2 (PD-2) and the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* to allow for the construction of a single-family home adjacent to an established subdivision in accordance with Article 04, *Permissible Uses*, the Unified Development Code (UDC) [*Ordinance No. 20-02*] on the *Subject Property*; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 03.01, *General Residential District Standards*, Planned Development District 2 (PD-2) -- *as heretofore amended and may be amended in the future* -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

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

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

2) The construction of a single-family home on the *Subject Property* shall generally conform to the *Building Elevations* depicted in *Exhibit 'C'* of this ordinance.

3) Once construction of the single-family home has been completed, inspected, and accepted by the City of Rockwall, this Specific Use Permit (SUP) shall expire, and no further action by the property owner shall be required.

2.2 COMPLIANCE

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

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

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

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 5th DAY OF FEBRUARY, 2024.

_____
Trace Johannesen, Mayor

ATTEST:

_____
Kristy Teague, City Secretary

APPROVED AS TO FORM:

_____
Frank J. Garza, City Attorney

1st Reading: January 16, 2024

2nd Reading: February 5, 2024

Exhibit 'A':
Location Map

Address: 3601 Highpoint Drive

Legal Description: Lots N38, N39 & N40 of Lakeside Village, Phase 4 Addition

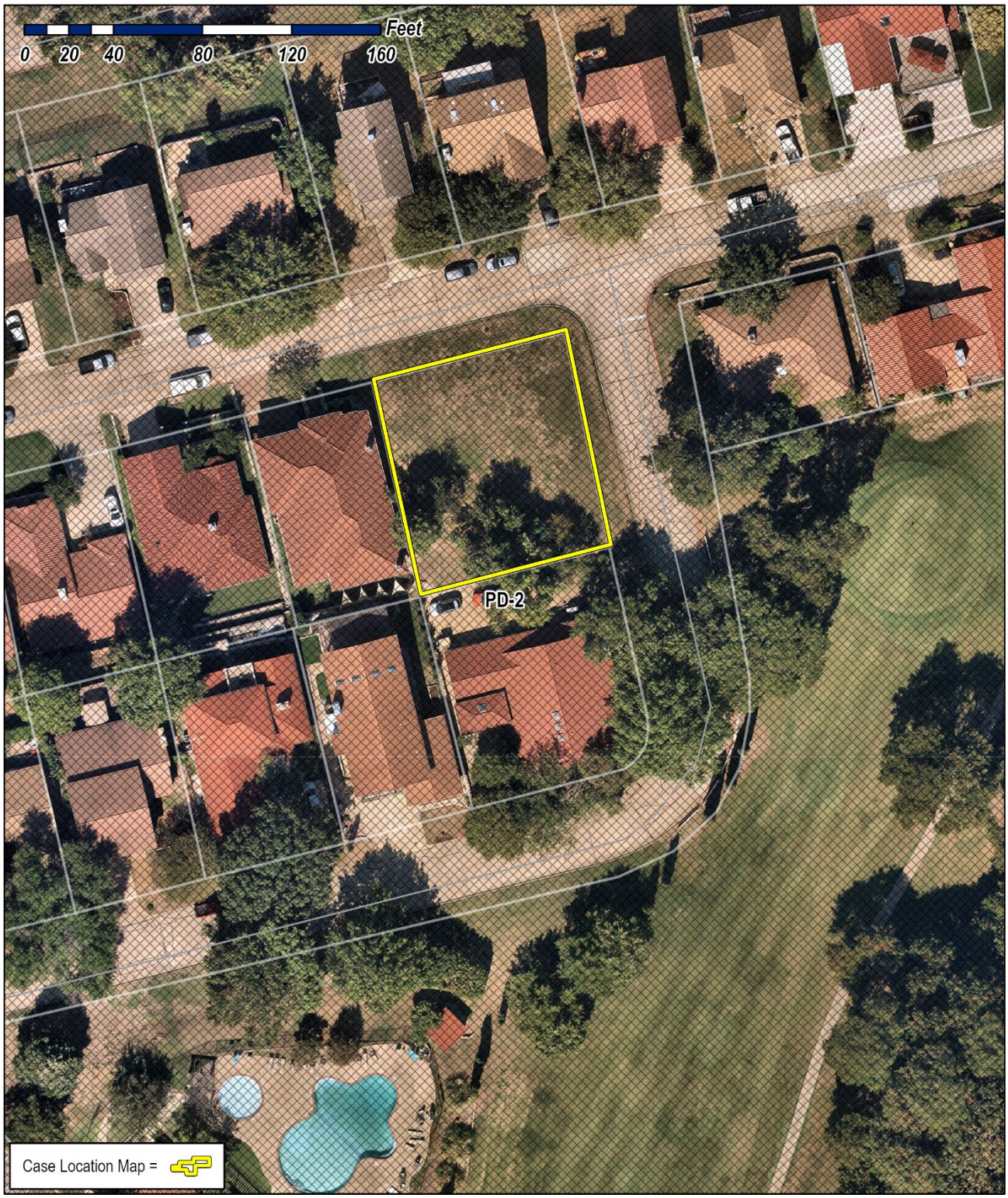
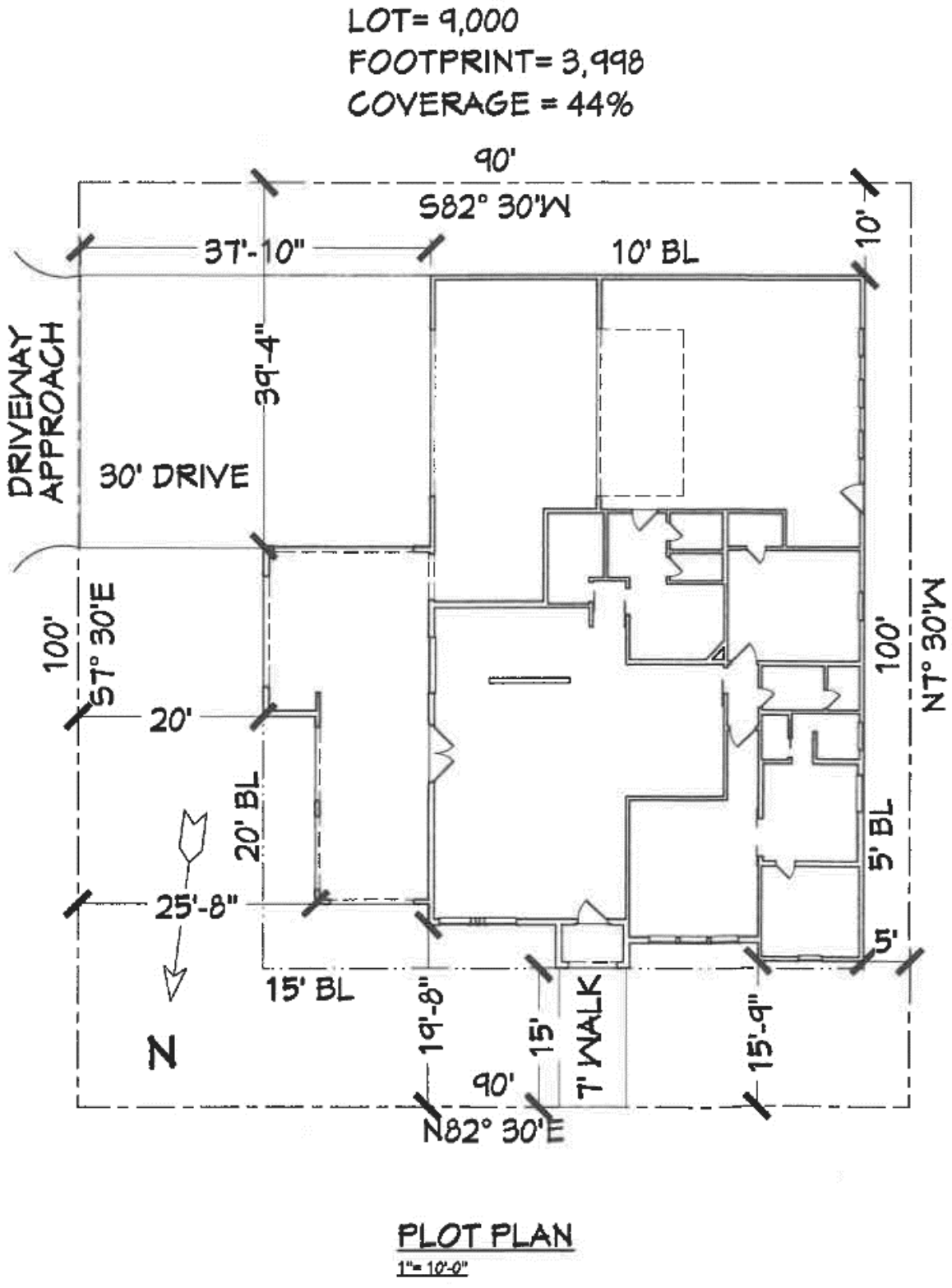
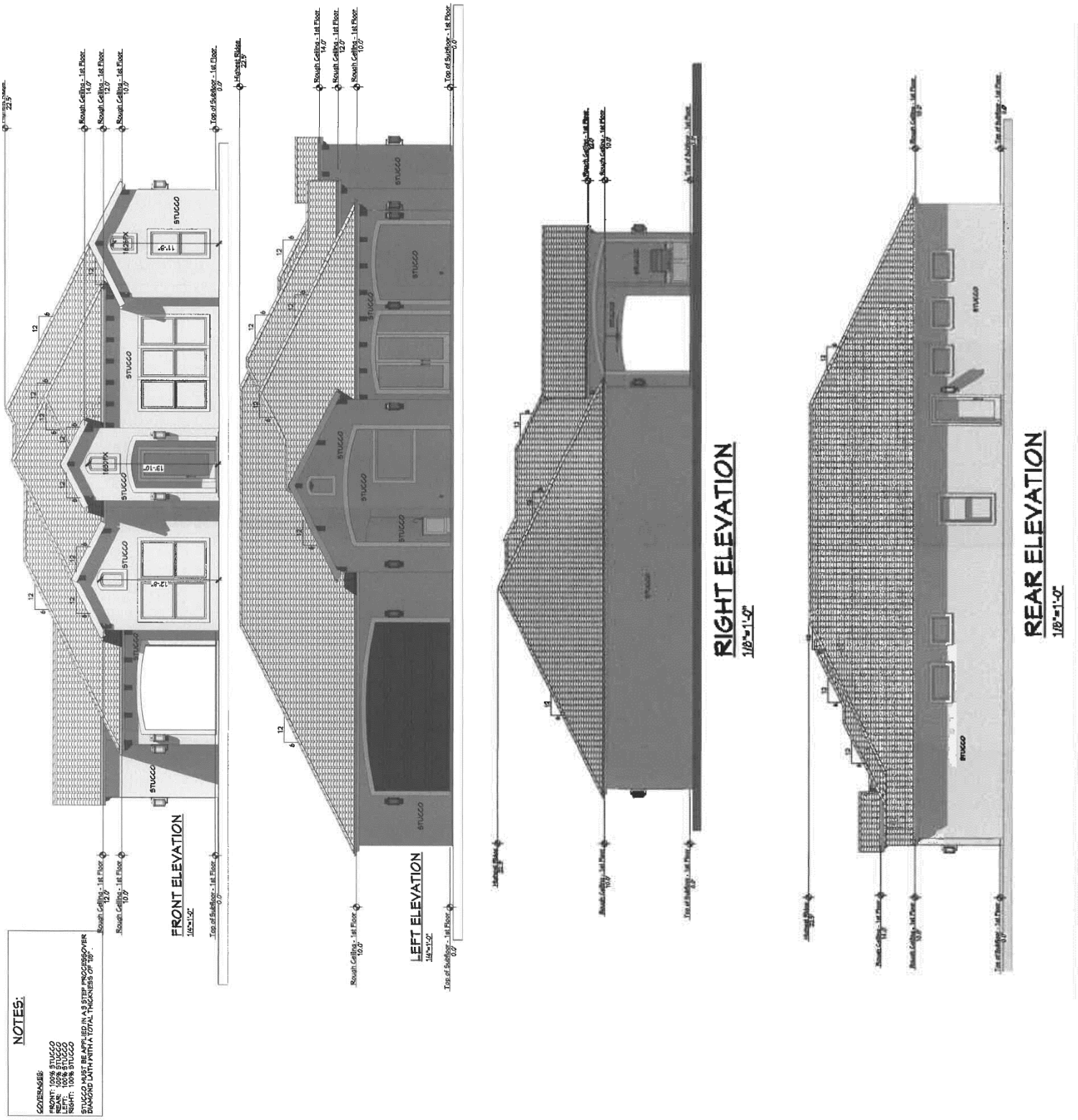


Exhibit 'B':
Residential Plot Plan



PLOT PLAN
1"= 10'-0"

Exhibit 'C':
Building Elevations



CITY OF ROCKWALL

ORDINANCE NO. 24-05

SPECIFIC USE PERMIT NO. S-325

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* TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.1377-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 22, BLOCK B, OF THE 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.

WHEREAS, the City has received a request by Paul Arce for the approval of a *Specific Use Permit (SUP)* for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.1377-acre parcel of land identified as Lot 22, Block B, of the Harbor Landing, Phase 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] for Single-Family 7 (SF-7) District land uses, addressed as 295 Harborview Drive, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] and the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall should be amended as follows:

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

SECTION 1. That Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] and the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* to allow for the construction of a single-family home in an established subdivision in accordance with Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] on the *Subject Property*; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] and Subsection 03.01, *General Residential District Standards*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] -- *as heretofore amended and may be amended in the future* -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

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

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

2) The construction of a single-family home on the *Subject Property* shall generally conform to the *Building Elevations* depicted in *Exhibit 'C'* of this ordinance.

3) Once construction of the single-family home has been completed, inspected, and accepted by the City of Rockwall, this Specific Use Permit (SUP) shall expire, and no further action by the property owner shall be required.

2.2 COMPLIANCE

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

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

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

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 5th DAY OF FEBRUARY, 2024.

_____
Trace Johannesen, Mayor

ATTEST:

_____
Kristy Teague, City Secretary

APPROVED AS TO FORM:

_____
Frank J. Garza, City Attorney

1st Reading: January 16, 2024

2nd Reading: February 5, 2024

Exhibit 'A':
Location Map

Address: 295 Harborview Drive

Legal Description: Lot 22, Block B, Harbor Landing Phase 2 Addition

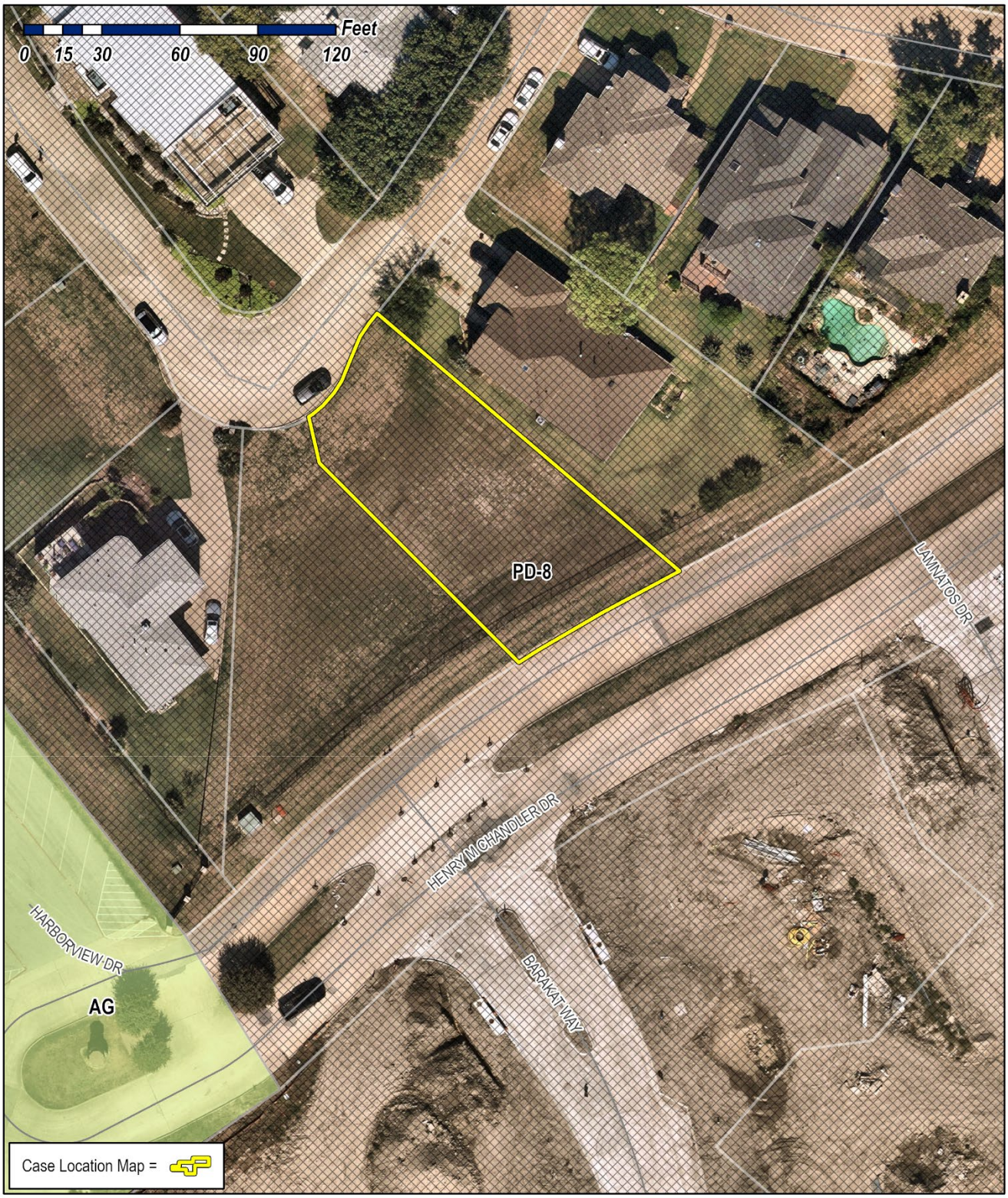


Exhibit 'B':
Residential Plot Plan

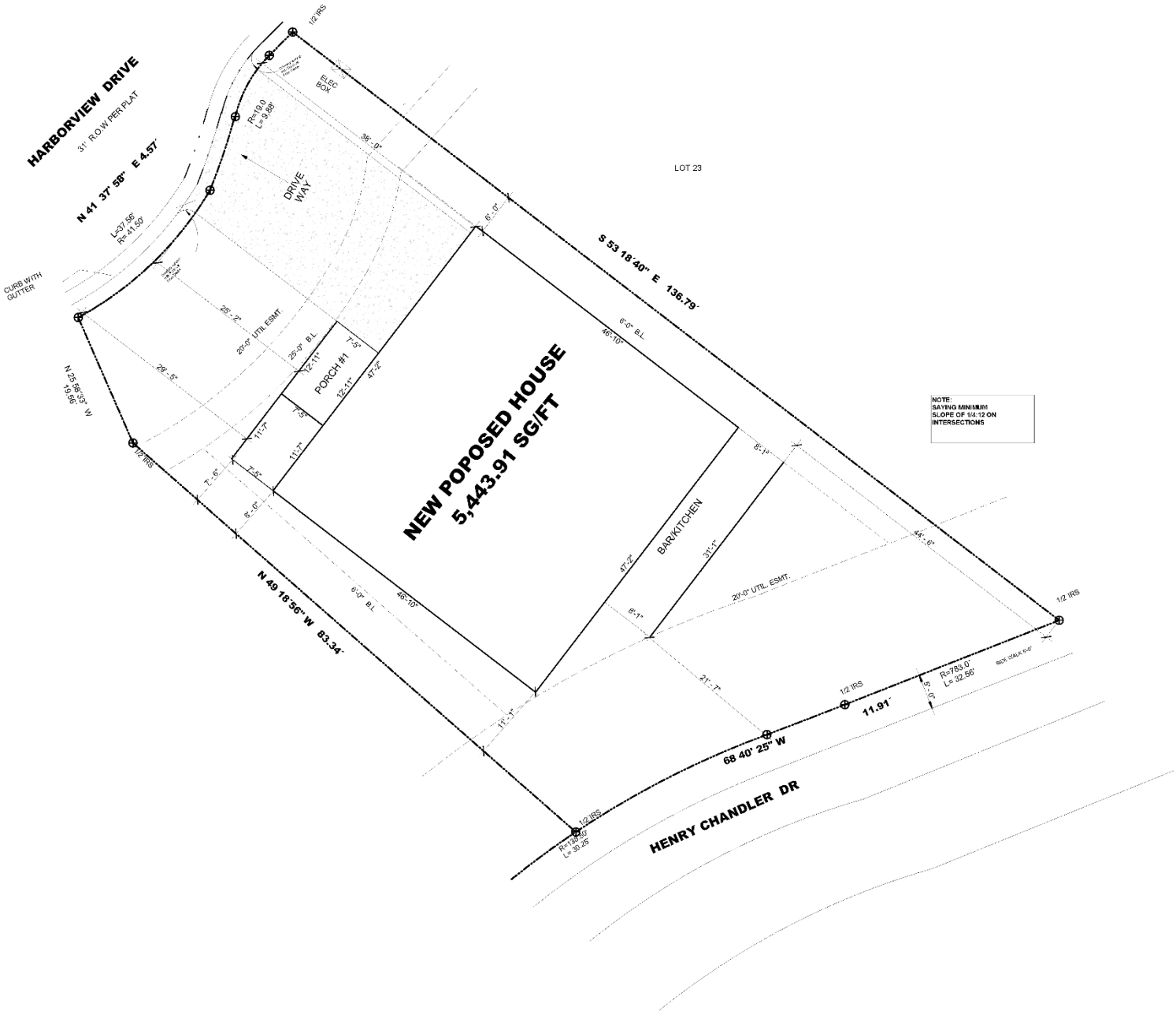
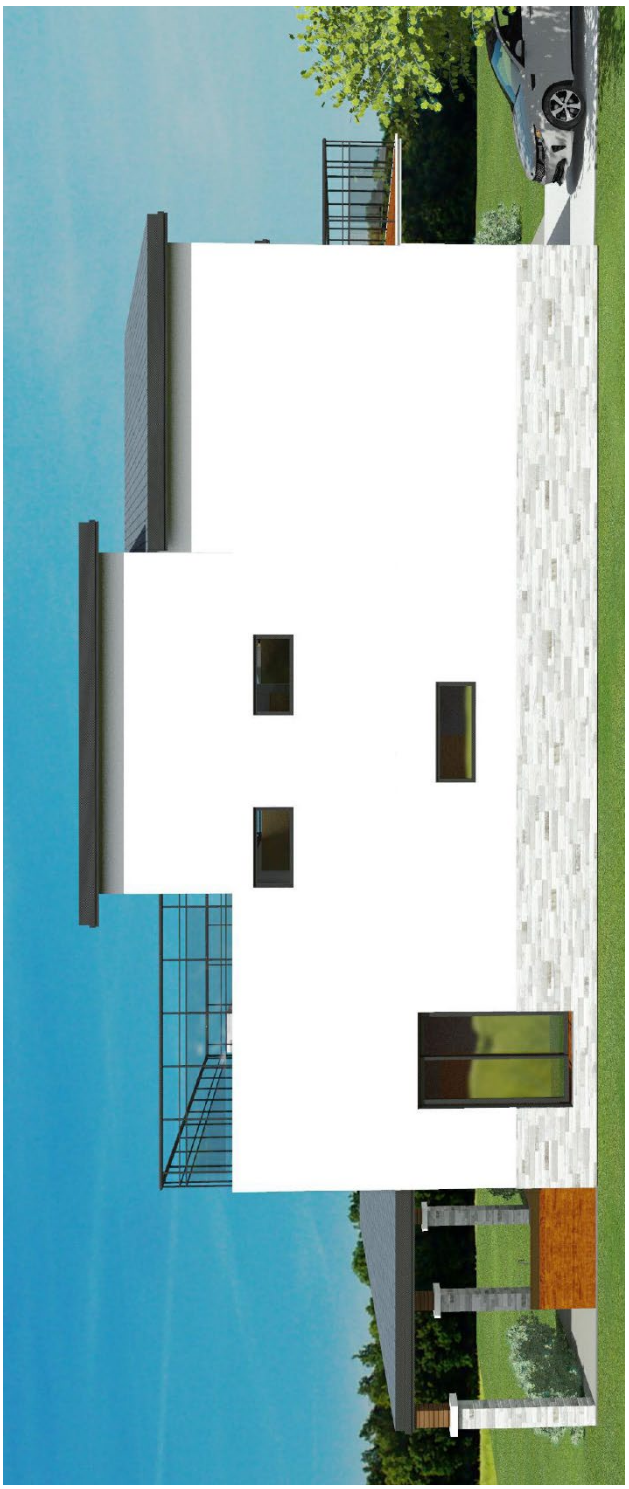


Exhibit 'C':
Building Elevations

Exhibit 'C':
Building Elevations



CITY OF ROCKWALL

CITY COUNCIL COMMISSION 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:	February 5, 2024
APPLICANT:	Keaton Mai; *Dimension Group*
CASE NUMBER:	P2024-004; *Replat for Lots 14-18, Block A, Creekside Commons Addition*

SUMMARY

Consider a request by Keaton Mai of the Dimension Group on behalf of Michael Hampton of Creekside Commons Crossing, LP for the approval of a *Replat* for Lots 14-18, Block A, Creekside Commons Addition being a 16.719-acre tract of land identified as Lots 2-6, Block A, Creekside Commons Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, generally located at east of the intersection of S. Goliad Street [*SH-205*] and S. FM-549, and take any action necessary.

PLAT INFORMATION

☑ The applicant is requesting approval of a *Replat* of five (5) existing parcels of land on 16.719-acres (*i.e. Lots 2-6, Block A, Creekside Commons Addition*) in order to establish five (5) new lots (*i.e. Lots 14-18, Block A, Creekside Commons Addition*). The purpose of the *Replat* is to abandon existing easements, dedicate new easements, and adjust the lot lines of the five (5) existing lots in order to facilitate the future development of the subject property.

☑ The subject property was annexed on May 19, 1986 by *Ordinance No. 86-37* [*Case No. A1986-005*]. On March 4, 2013, the City Council approved a zoning case [*Case No. Z2013-002*] that rezoned the subject property from an Agricultural (AG) District to a Commercial (C) District. A preliminary plat [*Case No. P2021-027*] was approved by the City Council on June 7, 2021. This preliminary plat was amended by the City Council through *Case No. P2022-030* on July 5, 2022. On November 7, 2022, the City Council approved a final plat [*Case No. P2022-052*] that established the subject property as Lots 2-6, Block A, Creekside Commons Addition. On January 9, 2024, the Planning and Zoning Commission approved a site plan [*Case No. SP2023-048*] to allow the construction of a *Restaurant Greater than 2,000 SF, with a Drive Through or Drive-In* on a portion of the subject property.

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

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

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

CONDITIONS OF APPROVAL

If the City Council chooses to approve the *Replat for Lots-14-18, Block A, Creekside Commons Addition*, staff would propose the following conditions of approval:

(1) All technical comments from City Staff (*i.e. Engineering, Planning and Fire Department*) shall be addressed prior to submittal of civil engineering plans; and,

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

PLANNING AND ZONING COMMISSION

On January 30, 2024, the Planning and Zoning Commission approved a motion to recommend approval of the replat by a vote of 6-0, with Commissioner Womble absent.

DEVELOPMENT APPLICATION

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

STAFF USE ONLY

PLANNING & ZONING CASE NO.

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

DIRECTOR OF PLANNING:

CITY ENGINEER:

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

PLATTING APPLICATION FEES:
- ☐ MASTER PLAT ($100.00 + $15.00 ACRE) [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	NWC of Hwy 205 and Future FM 549				
SUBDIVISION	Creekside Commons	LOT	2-6	BLOCK	A
GENERAL LOCATION	NWC of Hwy 205 and Future FM 549				

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING	Commercial (C)	CURRENT USE	Undeveloped		
PROPOSED ZONING	Commercial (C)	PROPOSED USE	Undeveloped (TBD)		
ACREAGE	16.719	LOTS [CURRENT]	5	LOTS [PROPOSED]	5

☐ ***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	Creekside Commons Crossing LP	☒ APPLICANT	The Dimension Group
CONTACT PERSON	Michael Hampton	CONTACT PERSON	Keaton Mai
ADDRESS	10755 Sandhill Rd	ADDRESS	10755 Sandhill Rd
CITY, STATE & ZIP	Dallas, TX 75238	CITY, STATE & ZIP	Dallas, TX 75238
PHONE	214-271-4630	PHONE	214-600-1152
E-MAIL	mhampton@prudentdevelopment.com	E-MAIL	kmai@dimensiongroup.com

NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Michael Hampton [*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 $ 639.38 *, TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE* 18th *DAY OF* January *, 2024. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."*

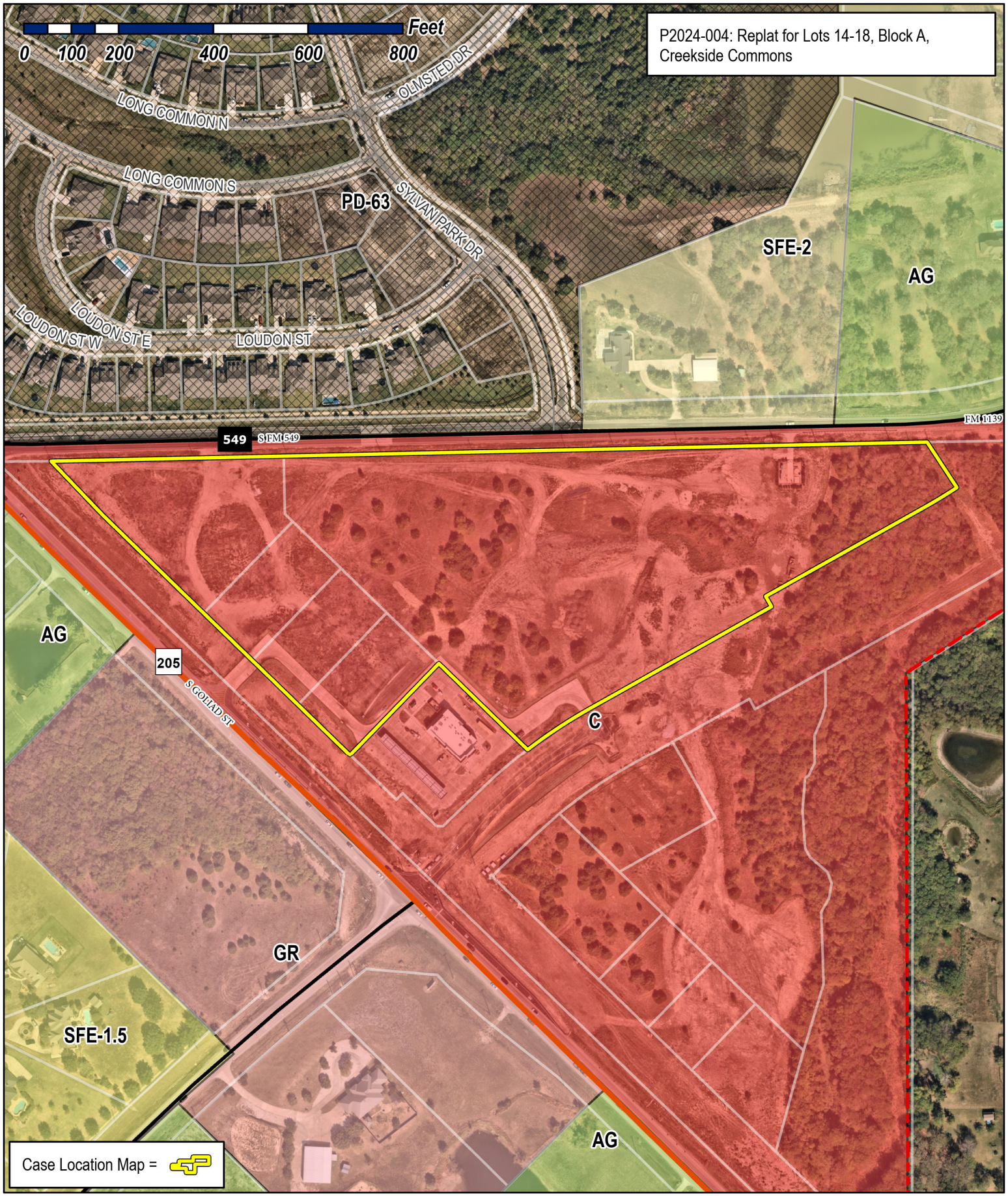
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 18th *DAY OF* January *, 2024*

OWNER'S SIGNATURE [signature]

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Kathy Bowen

KATHY BOWEN
My Notary ID # 10331063
Expires October 23, 2027

MY COMMISSION EXPIRES 10/23/27



City of Rockwall

Planning & Zoning Department
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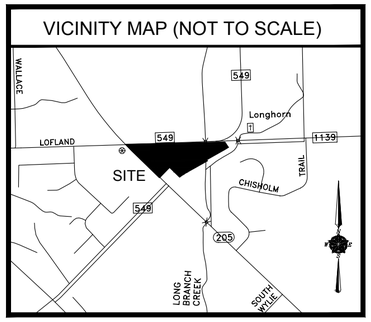
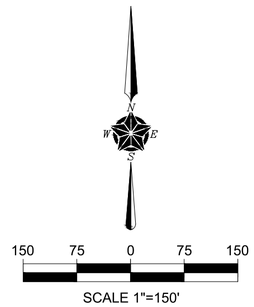
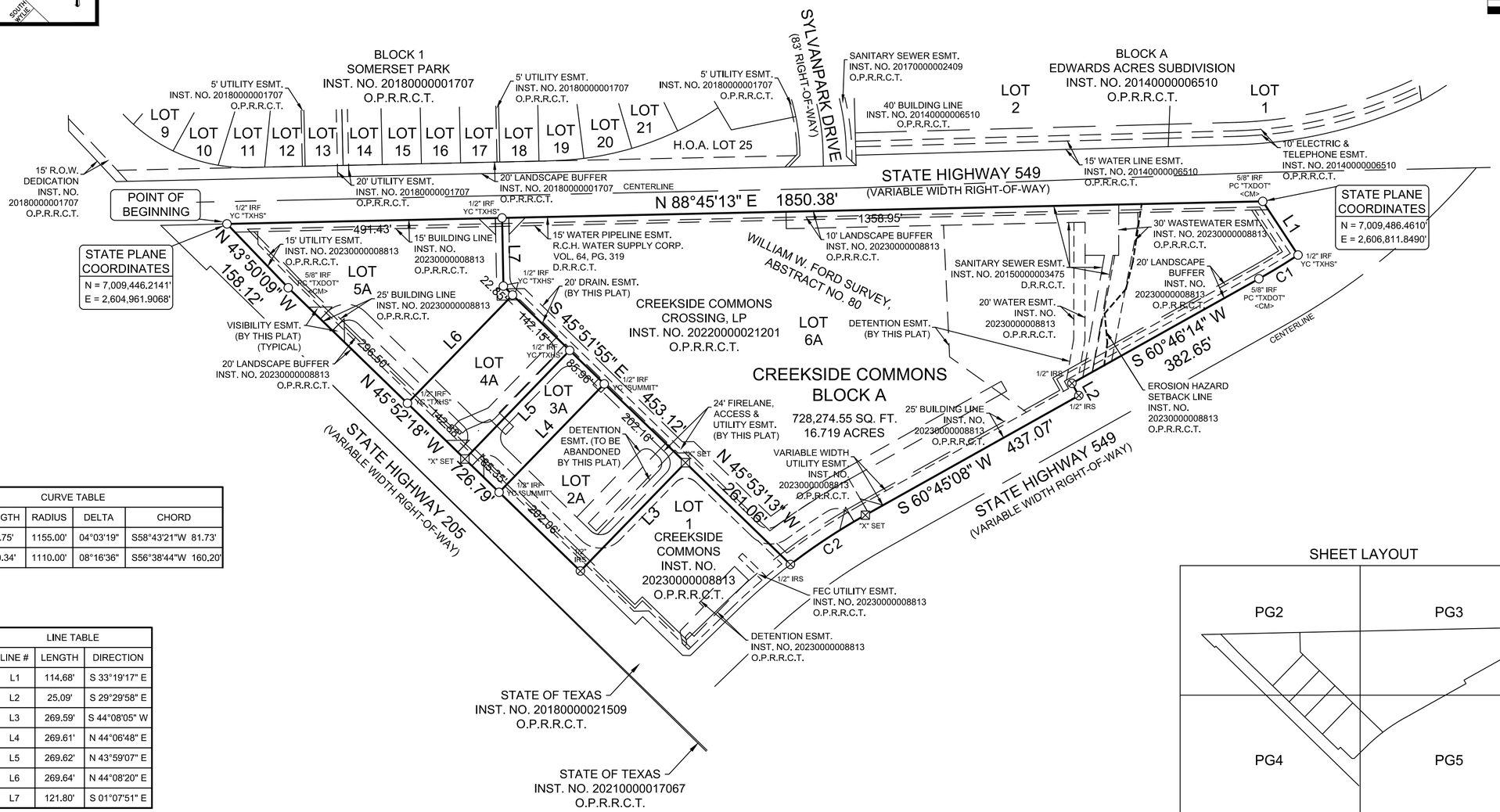
(P): (972) 771-7745
(W): www.rockwall.com

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

VICINITY MAP (NOT TO SCALE)



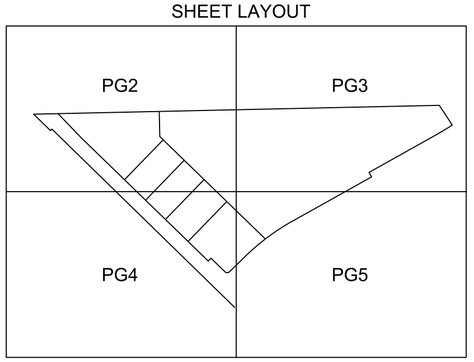




CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	81.75'	1155.00'	04°03'19"	S58°43'21"W 81.73'
C2	160.34'	1110.00'	08°16'36"	S56°38'44"W 160.20'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	114.68'	S 33°19'17" E
L2	25.09'	S 29°29'58" E
L3	269.59'	S 44°08'05" W
L4	269.61'	N 44°06'48" E
L5	269.62'	N 43°59'07" E
L6	269.64'	N 44°08'20" E
L7	121.80'	S 01°07'51" E

SHEET LAYOUT



LEGEND:

IRF	IRON ROD FOUND
PC "TXDOT"	IRON ROD FOUND WITH PINK CAP STAMPED "TXDOT"
IRS	IRON ROD SET WITH YELLOW CAP STAMPED "TXHS"
<CM>	CONTROLLING MONUMENT
D.R.R.C.T.	DEED RECORDS, ROCKWALL COUNTY, TEXAS
M.R.R.C.T.	MAP RECORDS, ROCKWALL COUNTY, TEXAS
O.P.R.R.C.T.	OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
FEC	FARMERS ELECTRIC COOPERATIVE
L=	LENGTH

ENGINEER
THE DIMENSION GROUP
10755 SANDILL ROAD
DALLAS, TEXAS 75238
attn: KEATON MAI

OWNER
CREEKSIDE COMMONS CROSSING, LP
10755 SANDHILL ROAD
DALLAS, TEXAS 75238

SURVEYOR
TEXAS HERITAGE SURVEYING, LLC
10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm No. 10169300

REPLAT
CREEKSIDE COMMONS
LOTS 2A-6A, BLOCK A
16.719 ACRES / 728,274.55 SF
5 LOTS
BEING A REPLAT OF LOTS 2-6, BLOCK A OF
CREEKSIDE COMMONS
SITUATED IN THE
W. W. FORD SURVEY, ABSTRACT NO. 80
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

PAGE 1 OF 6

CASE #
DATE: 11/9/2023 / JOB # 2300816-1 / SCALE= 1" = 150' / DRAWN: JACOB

50 25 0 25 50

SCALE 1"=50'

H.O.A. LOT 25

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 21

H.O.A. LOT 25

BLOCK 1
SOMERSET PARK
INST. NO. 20180000001707
O.P.R.R.C.T.

85.45' 144.55' 84.88' 123.23'

136.47' 123.31' 56.20' 27.07'

5' UTILITY ESMT.
INST. NO.
20180000001707
O.P.R.R.C.T.

20' UTILITY ESMT.
INST. NO. 20180000001707
O.P.R.R.C.T.

5' UTILITY ESMT.
INST. NO.
20180000001707
O.P.R.R.C.T.

72.20' 67.76' 70.00' 70.00' 70.00' 70.00' 70.00' 8.86' 26.42' 45.00' 87.67' 87.67' 83.42'

120.43' 120.43' 120.43' 120.43' 120.43' 120.43' 120.42' 120.00' 120.00' 120.00'

20' LANDSCAPE BUFFER
INST. NO. 20180000001707
O.P.R.R.C.T.

15' R.O.W.
DEDICATION
INST. NO.
20180000001707
O.P.R.R.C.T.

1321.87'

CENTERLINE

STATE HIGHWAY 549
(VARIABLE WIDTH RIGHT-OF-WAY)

80.0' 40.0' 40.0'

1/2" IRF
YC "TXHS"

N 88°45'13" E 1850.38'

L62

1/2" IRF
YC "TXHS"

507.25'

1358.95'

118.22'

491.43'

10' LANDSCAPE BUFFER
INST. NO. 20230000008813
O.P.R.R.C.T.

VISIBILITY ESMT.
(BY THIS PLAT)
SEE GENERAL NOTES

15' WATER PIPELINE ESMT.
R.C.H. WATER SUPPLY CORP.
VOL. 64, PG. 319
D.R.R.C.T.

15' BUILDING LINE
INST. NO. 20230000008813
O.P.R.R.C.T.

114.11'

10.00'

N 43°50'09" W 158.12'

15' UTILITY ESMT.
INST. NO. 20230000008813
O.P.R.R.C.T.

25' BUILDING LINE
INST. NO. 20230000008813
O.P.R.R.C.T.

L61

N 01°07'51" W 121.80'

L63

VISIBILITY ESMT.
(BY THIS PLAT)

20' LANDSCAPE BUFFER
INST. NO. 20230000008813
O.P.R.R.C.T.

5/8" IRF
PC "TXDOT"
<CM>

LOT
5A
95,054.44 SQ. FT.
2.182 ACRES

1/2" IRF
YC "TXHS"

C25 C26 L98 L97 L96 22.85'

C5

VISIBILITY ESMT.
(BY THIS PLAT)

L57 L56 L55 C6

VISIBILITY ESMT.
(BY THIS PLAT)

N 45°52'18" W 726.79'

296.50'

24' FIRELANE, ACCESS,
& UTILITY ESMT.
(BY THIS PLAT)

L58 L54

STATE OF TEXAS
INST. NO. 20180000021509
O.P.R.R.C.T.

STATE HIGHWAY 205
(VARIABLE WIDTH RIGHT-OF-WAY)

S 44°08'20" W 269.64'

20' DRAINAGE ESMT.
(BY THIS PLAT)

24' FIRELANE, ACCESS,
& UTILITY ESMT.
(BY THIS PLAT)

L95 142.15' L60

S 45°51'55" E 453.12'

L68

LOT
6A
517,210.38 SQ. FT.
11.874 ACRES

MATCH LINE PG 3

20' DRAINAGE ESMT.
(BY THIS PLAT)

C9 L94 L85 L59 269.62'

C23 85.96' L84

LOT
4A
38,426.23 SQ. FT.
0.882 ACRES

1/2" IRF
YC "TXHS"

L83

1/2" IRF
YC "SUMMIT"

L81

L82

S 43°59'07" W 269.61'

L66

LOT
3A
23,094.22 SQ. FT.
0.530 ACRES

S 44°06'48" W

L44 L80 202.16'

L67

LOT
2A

24' FIRELANE, ACCESS,
& UTILITY ESMT.
(BY THIS PLAT)

70.0'

142.88'

L93 C7 L92 L91 L90 L89 L86 L88 L87

MATCH LINE PG 4

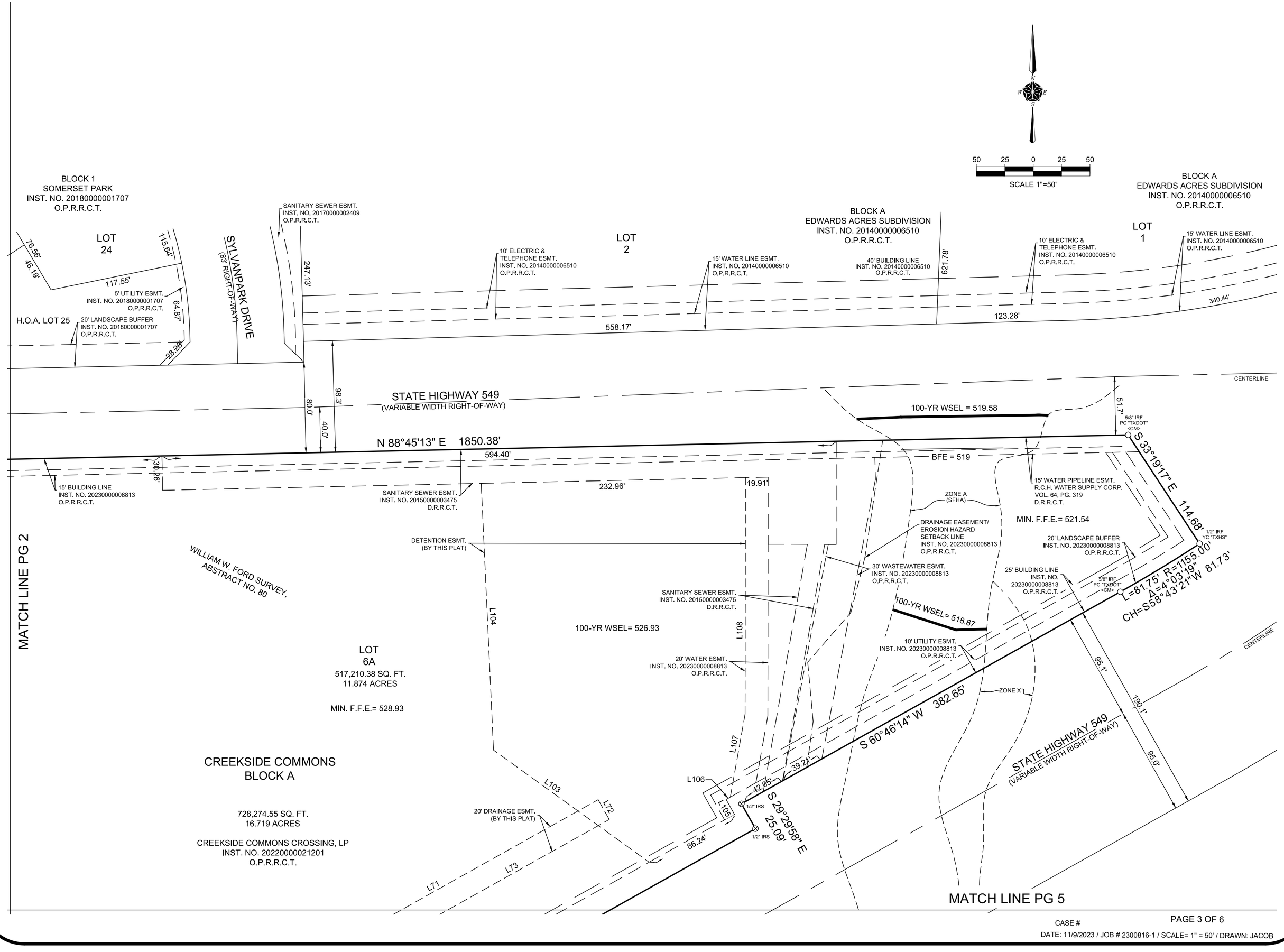
LEGEND:

IRF	IRON ROD FOUND
PC "TXDOT"	IRON ROD FOUND WITH PINK CAP STAMPED "TXDOT"
IRS	IRON ROD SET WITH YELLOW CAP STAMPED "TXHS"
<CM>	CONTROLLING MONUMENT
D.R.R.C.T.	DEED RECORDS, ROCKWALL COUNTY, TEXAS
M.R.R.C.T.	MAP RECORDS, ROCKWALL COUNTY, TEXAS
O.P.R.R.C.T.	OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
WSEL	WATER SURFACE ELEVATION
MIN. F.F.E.	MINIMUM FINISHED FLOOR ELEVATION

CASE #

PAGE 2 OF 6

DATE: 11/9/2023 / JOB # 2300816-1 / SCALE= 1" = 50' / DRAWN: JACOB

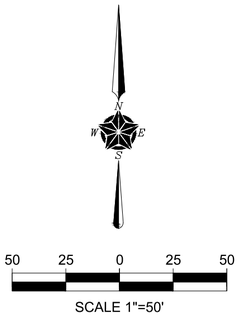


CASE #

PAGE 3 OF 6

DATE: 11/9/2023 / JOB # 2300816-1 / SCALE= 1" = 50' / DRAWN: JACOB

MATCH LINE PG 2



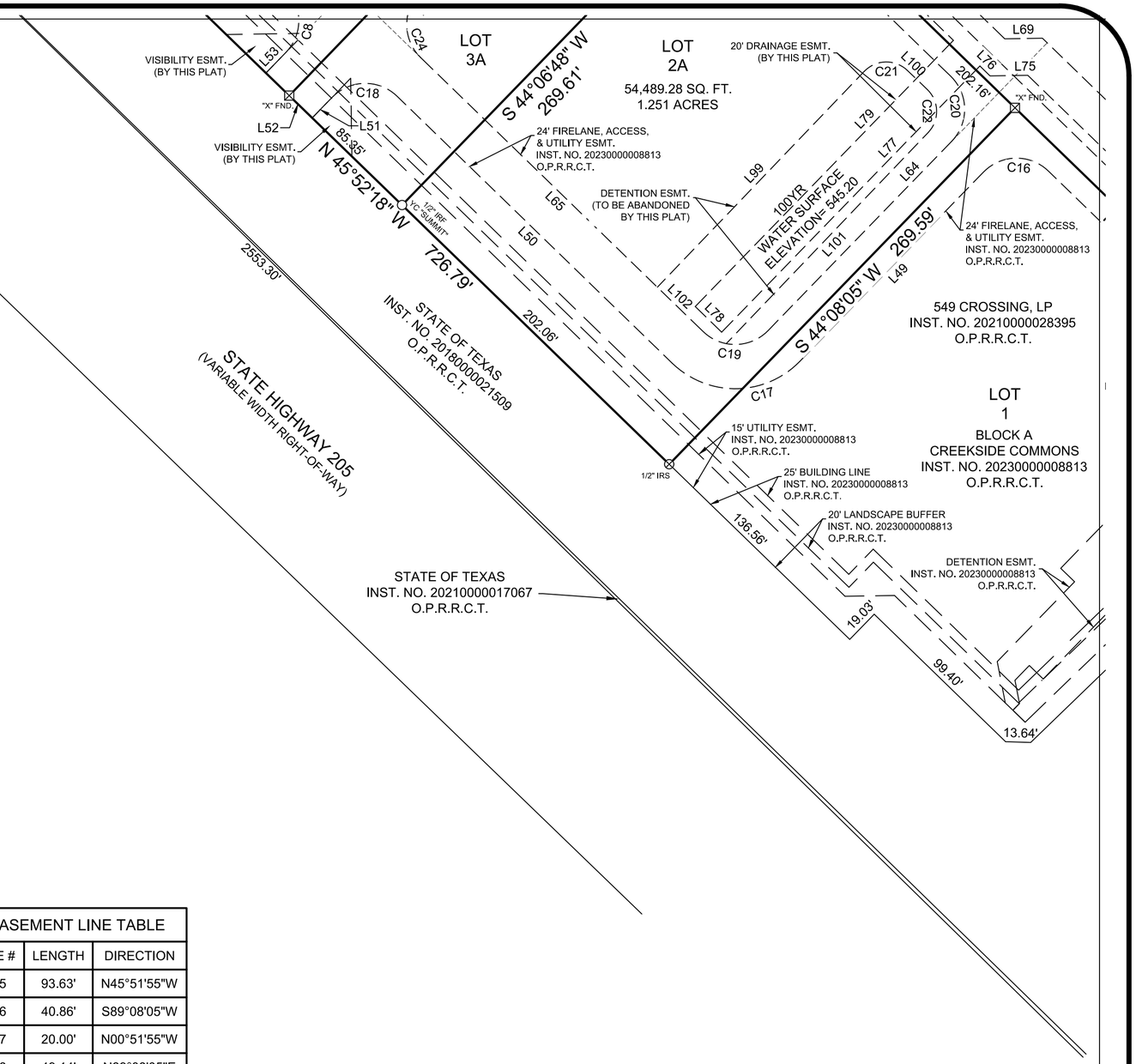
EASEMENT CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C5	77.03'	49.00'	90°04'02"	N89° 09' 38"E 69.34'
C6	39.29'	25.00'	90°03'22"	N89° 09' 23"E 35.37'
C7	39.30'	25.00'	90°03'40"	N89° 09' 38"E 35.37'
C8	39.25'	25.00'	89°56'38"	S00° 50' 37"E 35.34'
C9	39.26'	25.00'	89°58'44"	N00° 52' 33"W 35.35'
C10	35.08'	25.00'	80°24'27"	S86° 04' 08"E 32.28'
C11	153.50'	1217.83'	07°13'18"	N57° 20' 17"E 153.39'
C12	23.41'	1110.00'	01°12'29"	S60° 10' 48"W 23.41'
C13	48.20'	30.00'	92°03'14"	N75° 56' 55"W 43.18'
C14	88.11'	1187.83'	04°15'00"	S55° 53' 57"W 88.09'
C15	68.78'	49.00'	80°25'32"	S86° 00' 47"E 63.27'
C16	39.27'	25.00'	90°00'00"	S89° 08' 05"W 35.36'
C17	76.97'	49.00'	90°00'04"	S89° 08' 07"W 69.30'
C18	39.27'	25.00'	90°00'08"	S89° 08' 12"W 35.36'
C19	39.27'	25.00'	90°00'07"	N89° 07' 55"E 35.35'
C20	39.27'	25.00'	90°00'00"	N00° 51' 55"W 35.36'
C21	25.92'	16.50'	90°00'00"	N88° 44' 15"E 23.34'
C22	25.92'	16.50'	90°00'00"	S01° 15' 34"E 23.33'
C23	39.28'	25.00'	90°01'16"	S89° 07' 27"W 35.36'
C24	39.26'	25.00'	89°59'07"	S00° 52' 45"E 35.35'
C25	39.04'	50.00'	44°44'04"	N23° 29' 53"W 38.05'
C26	20.30'	26.00'	44°44'04"	S23° 29' 53"E 19.79'
C27	148.68'	1200.00'	07°05'57"	N57° 14' 04"E 148.59'
C28	163.09'	1180.00'	07°55'09"	S56° 49' 28"W 162.96'

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
L44	607.70'	S45°51'55"E
L45	70.46'	S29°55'18"E
L46	6.59'	S60°50'37"W
L47	9.73'	N29°55'18"W
L48	139.25'	N45°51'55"W
L49	143.09'	S44°08'02"W
L50	208.04'	N45°51'50"W
L51	15.54'	S44°08'19"W
L52	35.00'	N45°52'18"W
L53	15.54'	N44°06'49"E
L54	261.78'	N45°48'56"W
L55	15.78'	S44°07'42"W
L56	30.00'	N45°52'18"W
L57	15.78'	N33°07'42"E
L58	273.18'	S45°48'56"E
L59	143.11'	N44°06'49"E
L60	112.86'	N45°51'55"W

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
L61	106.13'	N01°07'51"W
L62	24.00'	N88°45'13"E
L63	106.18'	S01°07'51"E
L64	143.10'	N44°08'05"E
L65	213.57'	S45°52'18"E
L66	143.12'	N44°06'49"E
L67	213.62'	S45°51'55"E
L68	392.99'	S45°51'55"E
L69	20.50'	N89°08'05"E
L70	191.46'	S45°53'11"E
L71	328.53'	N60°45'08"E
L72	20.00'	S29°14'52"E
L73	328.54'	S60°45'08"W
L74	200.21'	N45°53'11"W
L75	20.50'	S89°08'05"W
L76	7.68'	N45°51'55"W
L77	201.31'	S44°08'05"W

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
L78	20.00'	N45°51'55"W
L79	201.31'	N44°08'05"E
L80	146.26'	N45°51'55"W
L81	18.07'	S44°08'05"W
L82	20.00'	N45°53'11"W
L83	18.08'	N44°08'05"E
L84	85.41'	N45°51'55"W
L85	170.62'	S44°08'05"W
L86	35.54'	S45°57'08"E
L87	20.00'	S43°51'32"W
L88	38.96'	N45°56'48"W
L89	46.98'	S66°42'33"W
L90	8.11'	S44°11'04"W
L91	20.00'	N45°48'56"W
L92	12.09'	N44°11'04"E
L93	55.64'	S66°42'33"W
L94	178.63'	N44°08'05"E

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
L95	93.63'	N45°51'55"W
L96	40.86'	S89°08'05"W
L97	20.00'	N00°51'55"W
L98	49.14'	N89°08'05"E
L99	162.36'	N43°47'26"E
L100	15.00'	S46°15'34"E
L101	158.64'	S43°43'24"W
L102	34.53'	N45°52'02"W
L103	169.02'	N54°13'54"W
L104	235.29'	N02°38'25"W
L105	15.09'	N29°13'46"W
L106	4.21'	N60°46'14"E
L107	74.46'	N10°06'25"E
L108	208.50'	N0°05'08"E

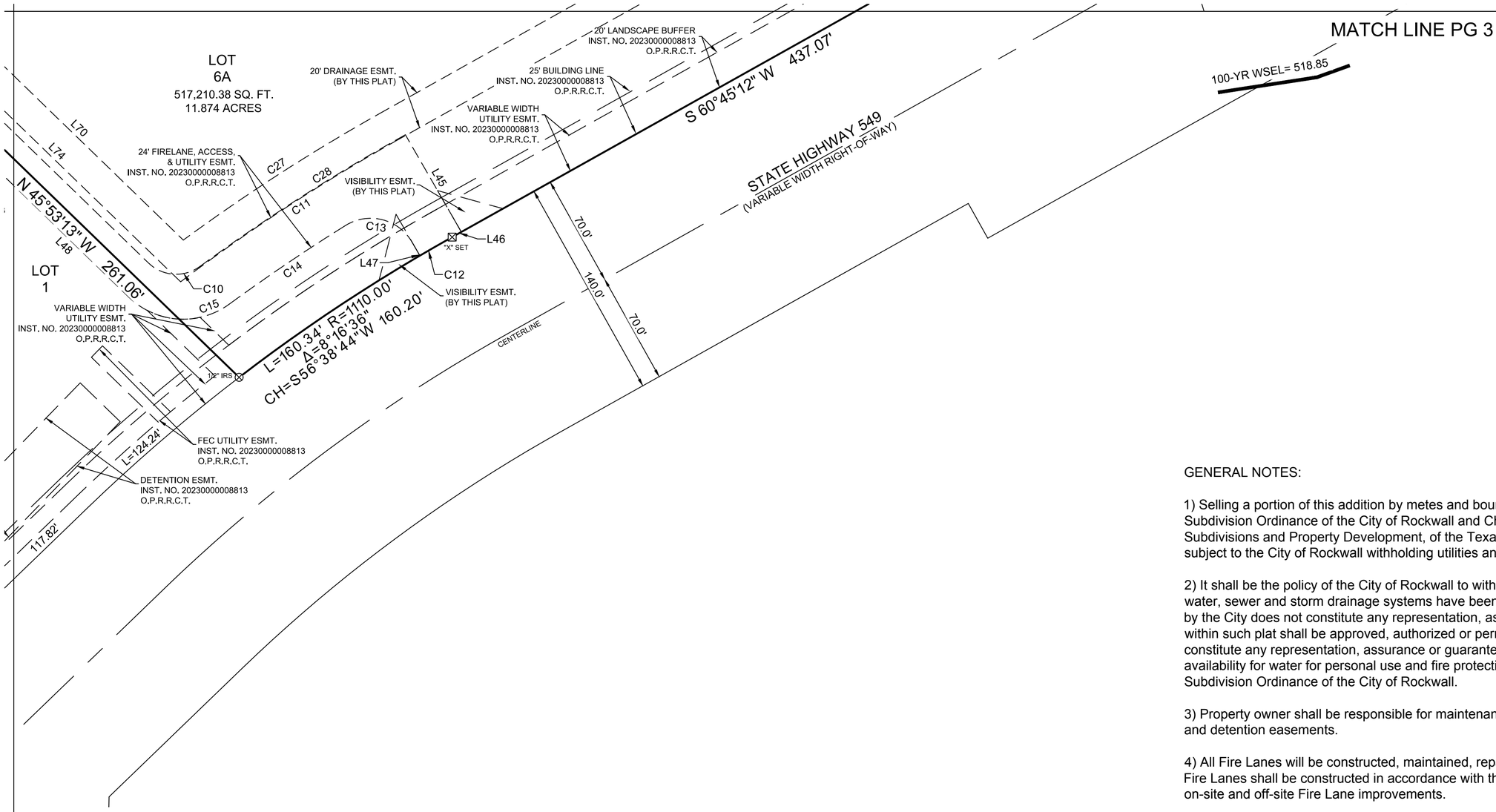


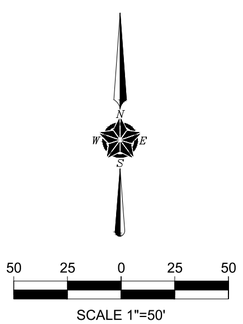
MATCH LINE PG 5

CASE #

PAGE 4 OF 6

DATE: 11/9/2023 / JOB # 2300816-1 / SCALE= 1" = 50' / DRAWN: JACOB





MATCH LINE PG 4

GENERAL NOTES:

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

3) Property owner shall be responsible for maintenance, repairs, and reconstruction of drainage and detention easements.

4) 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) Bearings are based upon the Texas State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (2011).

6) The purpose of this replat is to create easements and change a lot boundary line.

7) Benchmarks:

COR-8: Aluminum disk stamped "City of Rockwall Survey Monument" at the northerly intersection of Silver View Lane and Diamond Way Drive ± 1 foot north of curb line in center of curve.
N= 7,018,063.113; E= 2,609533.682; Elevation= 600.48'

COR-9: Brass disk stamped "City of Rockwall Survey Monument" on the south side of Discovery Boulevard at the southeaster corner of curb inlet ± 180 feet east intersection of Discovery/Corporate.
N= 7,020,550.132; E= 2,607,463.893; Elevation= 595.63'

8) Zoning: Commercial (C) District

9) Base Flood Elevation information per FEMA GIS, FIRM Panel #48397C0045L.

10) All Visibility Easements are 30'x30' unless otherwise noted.

11) WSEL information based upon Floodplain / Detention Study NDMCE No. 23-014 by Nathan D. Maier Consulting Engineers, Inc. completed December of 2023.

CASE #
DATE: 11/9/2023 / JOB # 2300816-1 / SCALE= 1" = 50' / DRAWN: JACOB

OWNER'S CERTIFICATE:

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS, Creekside Commons Crossing, LP is the owner of that tract of land situated in the William W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas, being Lots 2-6, Block A of Creekside Commons, an addition to the City of Rockwall, Rockwall County, Texas according to the plat thereof recorded in Instrument Number 20230000008813 of the Official Public Records of Rockwall County, Texas, and being that same tract of land described in Special Warranty Deed to Creekside Commons Crossing, LP recorded in Instrument Number 20220000021201 of the Official Public Records of Rockwall County, Texas,, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" found for corner, said corner being in the northeast corner of that tract of land described as Parcel 1 Part 1 in deed to the State of Texas recorded in Instrument Number 20180000021509 of the Official Public Records of Rockwall County, Texas, said corner also being in the south right-of-way line of existing State Highway 549 (variable width right-of-way);

Thence North 88 degrees 45 minutes 13 seconds East, along the south right-of-way line of said existing State Highway 549, a distance of 1,850.38 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT" found for corner, said corner being the northwest corner of that tract of land described as Parcel 1 Part 2 in deed to the State of Texas recorded in Instrument Number 20180000021509 of the Official Public Records of Rockwall County, Texas, said corner also being in a northwest right-of-way line of new State Highway 549 (variable width right-of-way);

Thence, along the northwest line of said State of Texas Parcel 1 Part 2 tract and along the northwest line of said new State Highway 549, the following courses and distances:

Thence South 33 degrees 19 minutes 17 seconds East, a distance of 114.68 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" found for corner, said corner being the beginning of a non-tangent curve to the right, having a delta of 04 degrees 03 minutes 19 seconds, a radius of 1,155.00 feet and a chord bearing and distance of South 58 degrees 43 minutes 21 seconds West, 81.73 feet;

Thence, in a southwesterly direction, along said curve to the right, an arc length of 81.75 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT" found for corner;

Thence South 60 degrees 46 minutes 14 seconds West, a distance of 382.65 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" set for corner;

Thence South 29 degrees 29 minutes 58 seconds East, a distance of 25.09 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" set for corner;

Thence South 60 degrees 45 minutes 08 seconds West, a distance of 437.07 feet to a "X" set for corner,said corner being the beginning of a non-tangent curve to the left, having a delta of 08 degrees 16 minutes 36 seconds, a radius of 1,110.00 feet and a chord bearing and distance of South 56 degrees 38 minutes 44 seconds West, 160.20 feet;

Thence, in a southwesterly direction, along said curve to the left, an arc length of 160.34 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" set for corner, said corner being the east corner of Lot 1, Block A of said Creekside Commons;

Thence North 45 degrees 53 minutes 13 seconds West, along the northeast line of said Lot 1, Block A, a distance of 261.06 feet to an "X" set for corner, said corner being the north corner of said Lot 1, Block A;

Thence South 44 degrees 08 minutes 05 seconds West, along the northwest line of said Lot 1, Block A, a distance of 269.59 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" set for corner, said corner being the west corner of said Lot 1, Block A, said corner also being in a northeast line of said State of Texas Parcel 1 Part 1 tract;

Thence North 45 degrees 52 minutes 18 seconds West, along a northeast line of said State of Texas Parcel 1 Part 1 tract, a distance of 726.79 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT" found for corner;

Thence North 45 degrees 50 minutes 09 seconds West, along a northeast line of said State of Texas Parcel 1 Part 1 tract, a distance of 158.12 feet back to the POINT OF BEGINNING and containing 728,274.55 square feet or 16.719 acres of land.

OWNER'S DEDICATION:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

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

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

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

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

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

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

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

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

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

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

Creekside Commons Crossing, LP

_____
Jassem Setayesh
President/CEO

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Jassem Setayesh, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

_____
Notary Signature

SURVEYORS CERTIFICATE:

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. (1/18/2024)

_____
J. R. January, R.P.L.S. No. 5382

APPROVED: I hereby certify that the above and foregoing Subdivision Plat was reviewed by the Planning and Zoning Commission and approved by the City Council of the City of Rockwall, Texas for the preparation of a Final Plat on the _____ day of _____, 2024.

_____
Mayor of the City of Rockwall

_____
Planning and Zoning Chairman

_____
City Secretary

_____
City Engineer

ENGINEER
THE DIMENSION GROUP
10755 SANDILL ROAD
DALLAS, TEXAS 75238
attn: KEATON MAI

OWNER
CREEKSIDE COMMONS CROSSING, LP
10755 SANDHILL ROAD
DALLAS, TEXAS 75238

SURVEYOR
TEXAS HERITAGE SURVEYING, LLC
10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm No. 10169300

CASE #
DATE: 11/9/2023 / JOB # 2300816-1 / SCALE= 1" = 50' / DRAWN: JACOB

REPLAT
CREEKSIDE COMMONS
LOTS 2A-6A, BLOCK A
16.719 ACRES / 728,274.55 SF
5 LOTS
BEING A REPLAT OF LOTS 2-6, BLOCK A OF
CREEKSIDE COMMONS
SITUATED IN THE
W. W. FORD SURVEY, ABSTRACT NO. 80
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

City of Rockwall
The New Horizon

MEMORANDUM

TO: **Mary Smith, City Manager**

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

DATE: **January 18, 2024**

SUBJECT: **General Service Agreement for Supervisory Control and Data Acquisition**

Supervisory Control and Data Acquisition (SCADA) computer systems gather and analyzing real-time data. Examples of the numerous functions the City's SCADA systems provide are monitor and control school zone lights, water levels and usage in the City water storage systems, and monitoring the multiple lift stations throughout the City. SCADA allows employees to control operations from a computer and notifies employees of issues 24/7 through cell phones.

The contract with Phasetec Electric, Inc. will ensure the SCADA system is updated annually with the latest technology and replace any components associated with the systems.

Staff requests the City Council consider authorizing the City Manager to execute a general services agreement with Phasetec Electric, Inc to be funded from the Water and Sewer Fund.

Phasetec Electric, Inc.

Maintenance and Service Agreement

Phasetec Electric, Inc agrees to provide and the "CUSTOMER" agrees to accept, under the terms and conditions of this agreement, technical services on a 'Time and Material" basis as defined hereafter.

This agreement is effective for the period of one (I) year from January 10, 2024 through January 10, 2025. This agreement may be canceled by either party within thirty (30) days written notice to the other party. The agreement shall be renewed automatically unless either party wishes to terminate\renegotiate by mutual consent one (I) month in advance of expiration of said agreement.

1) Service Categories

a. Scheduled Service:

Schedule Service is defined as non-critical services scheduled with one (I) week of notice. A minimum of two (2) hours will be charged for Scheduled or Non-Critical Services.
Material, special tools and job site facilities requested to be furnished by Phasetec Electric, Inc shall be invoiced for at actual documented costs plus 20% markup. A truck fee will be charged on a per day basis.

Scheduled Annual System Calibration will consist of a complete system checkout and completing miscellaneous request by the "CUSTO\1ER". All integral parts of the system including Computers, Software, and RTUs will be tested and exercised during this week. A report will be generated documenting any problems found and resolved during this procedure.

Scheduled monthly services will consist of completing and checking any miscellaneous problems or request the "CUSTOMER" may have. We ask that "CUSTOMER" keep a log of issues and/or items to be addressed during this visit.

b. Emergency Service:

Emergency Services is defined as technical assistance being on-site within twenty four (24) hours of call. Emergency service requests will be returned by telephone (972-890-7910, Saul Sanchez) within one (I) hour of contact from the customer. Phasetec Electric, Inc shall make every effort to provide requested services in a timely manner. On- Site response to requests for emergency services shall be expected within 4-6 hours. Communication between the technician and customer will remain open during this time period.

Upon an emergency service call, a minimum of four (4) hours will be charged.
Material, special tools, and job site facilities requested to be furnished by Phasetec Electric, Inc shall be invoiced for at actual documented costs plus 20% markup. A truck fee will be charged on a per day basis.

c. Time and Material Projects (Not to Exceed Quotes)

For "Special Projects" that are non-emergency related, a meeting between PHASETEC ELECTRIC, INC and "CUSTOMER" will be conducted to determine project scope, project schedule and budget pricing. "CUSTOMER" staff is responsible for ensuring compliance.

PHASE~TEC ELECTRIC

2) **Service Rates:**

	Scheduled Service/ Project Rate	Emergency Service Rate
Skill Level		
Programmer	$ 120.00	$ 150.00
Electrician	$ 70.00	$ 100.00
Project Support	$ 100.00	$ 130.00

Labor rates include all payroll taxes, benefits, hand tools, overhead and profit. Straight time rates apply for all hours worked during the normal eight (8) hour day, Monday through Friday and all Travel Time. Overtime will be billed at "Time and a Half" (standard rate X 1.5) and shall apply for all hours worked in excess of the normal eight (8) hour day and all day Saturday and Sunday.

Double time rates shall apply for all hours worked during following Holidays:

a. **New Year's Day**
b. **Easter Sunday**
c. **Memorial Day**
d. **July4th**
e. **Labor Day**
f. **Thanksgiving Day and the Friday following.**
g. **Christmas Day**

3) **Truck Fees:**

0-80 Miles	**$ 135.00**
81-115 Miles	**$ 155.00**
116-200 Miles	**$ 175.00**

Miles are calculated from Phasetec Electric, Inc @ 4005 N Main Street, Paris, Tx 75460

4) Invoicing

a. Change of Rate

All rates and charges specified are those currently in effect and will not change for the period of this agreement. Phasetec Electric, Inc reserves the right to review and modify any change of rate at the renewal of this agreement.

b. Invoicing

Invoicing shall be monthly and include a recap of all services provided and related supporting documentation. Invoicing will be job/ project specific and will denote the physical location that the work was completed at.

4. Insurance and Liability

a. Insurance

Phasetec Electric, Inc agrees to obtain and maintain insurance with the following minimum coverages:

General Liability:	**$1,000,000/$2,000,000**
Umbrella Liability	**$10,000,000**
Automobile Liability:	**$1,000,000**
Workers Compensation:	**$500,000**

A certificate of insurance shall be provided upon request.

b. Conduct and Performance

Phasetec Electric, Inc shall assume full responsibility for the conduct and performance of our employees and/or subcontractors.

c. Disclaimer and Limitation of Liability

Phasetec Electric, Inc shall not be responsible for consequential or special damages resulting from any work, or lack thereof, carried out on the equipment covered by this agreement, except that damage which is determined to be caused directly by negligence on the part of Phasetec Electric, Inc employees or agents thereof. In any event, liability shall be limited to repair or replacement of damaged equipment.

X _____

Customer

X _____

Phasetec Electric

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:	February 5, 2024
SUBJECT:	Water, Wastewater, and Roadway Impact Fee Study

Section 395.052(a) of the Texas Local Government Code (TLGC) requires that a municipality that imposes an impact fee must update the land use assumptions and capital improvements plan at least every five (5) years. The City last updated the Water, Wastewater, and Roadway Impact Fees on November 4, 2019 (*i.e. Ordinance No. 19-43*). Based on this requirement, staff has engaged Freese & Nichols, Inc. -- *the same consultant that prepared the Roadway Impact Fee Updates in 2014 and 2019* -- to perform the Roadway Impact Fee Study. The contract proposed by Freese & Nichols, Inc. is for a total cost of $58,970.00 and includes the roadway program update (*see attached Professional Engineering Services Contract*). An additional $4,717.75 will be needed to collect the traffic volume data required to complete the study. This will be contracted through GRAM Traffic North Texas, Inc. (*see attached work authorization form*). Birkoff, Hendricks & Carter, LLP has already been engaged to perform the update to the water and wastewater program. Staff is in the process of completing the land use assumptions update *in-house* and is preparing to bring this report forward to the City Council in accordance to the process outline in the Texas Local Government Code (TLGC). Staff requests the City Council consider approving the City Manager to enter into the agreement for the update and authorize the traffic volume data to be collected. This was included and approved in the *FY2024 Budget*. Should the City Council have any questions staff will be available at the *February 5, 2023* City Council meeting.

SUMMARY OF REQUEST

Freese & Nichols, Inc.	$58,970.00
GRAM Traffic North Texas, Inc.	$4,717.75
TOTAL:	$63,687.75

STATE OF TEXAS ♦
♦
COUNTY OF ROCKWALL ♦

PROFESSIONAL ENGINEERING SERVICES CONTRACT

This Agreement is made and entered into in Rockwall County, Texas, between **City of Rockwall, Texas** ("CITY"), a municipal corporation and political subdivision of the State of Texas, acting by and through its City Manager and **Freese and Nichols, Inc.,** *(*"ENGINEER")**,** located at 12770 Merit Dr, Suite 9000, Dallas, Texas 75251, Engineers duly licensed and practicing under the laws of the State of Texas.

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

PROFESSIONAL ENGINEERING SERVICES for **Roadway Impact Fee Program Update** (Project).

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

1. **Scope of Work**

Engineer agrees to perform professional engineering services as specifically defined in this Contract as **Attachment "A"** and as authorized by CITY. Specifically, Engineer shall perform Professional services as requested by CITY and detailed in **Attachment "A"** for the purpose of accomplishing the tasks to complete the Project.

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

CITY shall perform the Responsibilities of the City as described in **Attachment "A", Article IV** in a timely manner so as not to delay the services of ENGINEER.

2. **Compensation & Term of Agreement**

Cost for such services will be an annual amount not to exceed **fifty-eight thousand nine hundred and seventy dollars ($58,970.00)** and billed on a lump sum basis per rates provided in **Attachment "B".** Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

The term of this Agreement shall commence upon execution of this agreement and

follow the schedule described in **Attachment "A", Article III**. In the event of termination, Engineer will assist the CITY in arranging a smooth transition process. However, Engineer's obligation to provide services to the CITY will cease upon the effective date of termination, unless otherwise agreed in writing.

3. **Method of Payment**

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

4. **Engineer's Standard of Care**

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

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

5. **Ownership of Documents**

As part of the total compensation which CITY has agreed to pay Engineer for the professional services to be rendered under this Contract, Engineer agrees that hard copies of all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, preliminary reports, reports, as well as the Deliverables identified **Attachment "A", Article I C**, will remain the property of the CITY. Engineer will furnish CITY with paper and electronic copies, to the extent they are available, of all of the foregoing to facilitate coordination; however, ownership of the underlying work product shall remain the intellectual property of the Engineer. Engineer shall have the right to use such work products for Engineer's purposes. However, such documents are not intended to be suitable for reuse by CITY or others on extension of the Project or on any other project. Any reuse without the express written consent of the Engineer will be at reuser's sole risk and without liability

or legal exposure to the Engineer, and CITY to the extent allowed by law, shall hold harmless the Engineer from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the Engineer's consent. The granting of such consent will entitle the Engineer to further compensation at rates to be agreed upon by CITY and the Engineer. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the services.

6. **Insurance**

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

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

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

$2,000,000 General aggregate limit

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

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

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

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

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

7. **INDEMNIFICATION**

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

8. **Addresses for Notices and Communications**

All notices and communications under this Contract shall be mailed or delivered to **CITY** and **Engineer** per **Attachment "A", Article V**.

9. **Successors and Assigns**

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

10. **Termination for Convenience of the Parties**

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

11. **Changes**

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

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

13. **Reports and Information**

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

14. **Entire Agreement**

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

15. **Waiver**

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

16. **Severability**

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

17. **Survival**

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

18. **Governing Powers and Law**

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

19. **Attorney's Fees**

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

20. **State or Federal Laws**

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

EXECUTED on this 17th day of January 2024.

Freese and Nichols, Inc

By:

Name: Edmund Haas, AICP

.

Title: __Vice-President_____

EXECUTED on this ____ day of January 2024.

City of Rockwall, Texas

_____

Richard Crowley
City Manager

Attachment A to Professional Engineering Services Contract
Scope of Services
Roadway Impact Fee Program Update
City of Rockwall, Texas

ARTICLE I – SCOPE OF SERVICES

A. Land Use Assumptions

The impact fee capital improvement plan is required to be based upon a set of adopted land use assumptions which includes a "description of the service area(s) and projections of changes in land use, densities, intensities, and population in the service area over at least a ten-year period." Although no format is specified in the State statute, the key components of the land use assumptions include; description and analysis of existing conditions, determination of service area(s) for capital facilities, ten-year growth projections, and discussion of an ultimate or "build out" development scenario.

The City will prepare the Land Use Assumptions Report as well as present the Land Use Assumptions to the Capital Improvements Advisory Committee and the City Council during the impact fee Public Hearing. FNI will support the City in identifying the necessary report components. Detail of the report requirements are detailed in the Responsibilities of City (Article IV-A) below.

B. Roadway Impact Fee Update

1. Project Kick-off and identification of Data Needs: FNI will conduct an initial meeting with the City to review proposed scope of services, approach, goals and deliverables of the study. FNI will provide the City with a Data Request Memorandum identifying data needs from all component of the impact fee study. The meeting will include discussion of the following:
   a. Present and discuss methodology and approach
   b. Scheduling and project coordination
   c. Information and data needs from the City
   d. A review of recent and proposed developments/future growth in the City and planning area
   e. Identification of potential CIP projects for consideration into the impact fee system
   f. Capital Improvements Advisory Committee and Meetings
   g. City Coordination for resolutions/postings and public hearings
   h. Coordination of final documentation

   Up to six (6) meetings will be held throughout the study process and include the following; Advisory Committee (3), City Staff (2), City Council/Public Hearing (1).

   Documents will be prepared as part of the study process and be presented to the City and Capital Improvements Advisory Committee (CIAC). To reduce overall project costs throughout the study process, electronic documents (PDF format) will be provide to the City for reproduction and dissemination to the Steering Committee and City Council. At project conclusion, one (1) unbound color original hardcopy of the adopted final report will be submitted to the City. An electronic version of the file (PDF format), will also be provided.

   As part of project initiation, FNI will meet (Meeting #1) with the Capital Improvements Advisory Committee (CIAC) to provide an overview of the impact fee study update, review Land Use Assumptions and associated growth rate (Task A), and discuss next steps in the program update. The CIAC shall provide comment on the LUA for the study to proceed forward.

2. Update Roadway Impact Fee Service Areas: From the 2013 system update, four service areas have been created for the city's roadway impact fee system. FNI will update the roadway service area structure to incorporate recent municipal annexations. FNI will also review any revised changes to the service area structure to ensure compliance with state legislation (six-mile maximum). Following the completion of this task, City Staff will review and approve the service area structure prior to commencement of supplemental tasks. It is anticipated that minimal changes will be made to the service area structure.

3. Existing Roadway Inventory and Analysis: FNI will assemble an inventory and analysis of existing major roadways, by service area (Task 2) in the city. The inventory will contain the following information of existing collector and arterial status roadways; roadway segment name and limits, length (in miles), number of lanes, facility type (divided, undivided) and functional classification (arterial, collector).

   Existing conditions analyses will be prepared to calculate capacity provided and utilized of existing capital improvements within the city. Any roadway deficiencies will be summarized by service area for use in the capital improvements analysis. The existing conditions analysis will be based on PM peak hour directional traffic volume data. FNI will collect such data at up to thirty (30) locations throughout the city. FNI will coordinate with the City with a map depicting locations for data collection of peak-hour directional traffic count data.

4. Determination of Projected Roadway Demand: Determination of projected roadway demand over the 10-year planning period will be based on socio-demographic data developed in the land use assumptions report prepared as part of the study process. The service unit equivalency table, updated in Task 9, will serve as the basis for determination of the number of service units generated within individual service areas over the ten-year planning period. Service unit equivalencies for residential, general shopping, office and general industrial will be used for service unit generation from growth defined in the land use assumptions report (to be prepared by the city).

5. Develop Roadway Capital Improvements Program: The impact fee capital improvements program (CIP) will be updated incorporating growth considerations over the ten-year plan period, the City Thoroughfare Plan, fiscal constraints and City Staff input. The 2013 impact fee CIP project listing will serve as the basis for defining additional needs. Project costing for CP projects will be based on recent unit pricing from city projects. The City will provide actual cost information for completed projects and be broken down by; construction, engineering, right-of-way and debt service. FNI will develop cost estimates for project additions to the program and be based on unit cost data to be provided by the City. We have assumed that one (1) impact fee CIP scenario will be prepared as part of this study effort.

   Both the 2009 and 2013 roadway impact fee programs credited the cost of the impact fee CIP by 50%. For scoping purposes, it is assumed that a financial analysis determining the maximum that could be charge (in excess of 50%) will not be conducted. Should such study be desired, a revised scope fee will be provided.

6. Meet with City to Review Capital Improvement Plans: FNI will prepare maps depicting existing and proposed system improvements eligible for impact fees and will conduct a meeting with City to review projects and to obtain comments. (Concurrent with Task 8.)

7. Conduct CIAC Meeting #2: FNI will present the proposed roadway CIP to the CIAC and solicit comments to the plan.

8. Roadway CIP Database Update and Maximum Fee Calculation: Impact fee CIP project data will be compiled and input into a roadway projects database. This database will be prepared by service area and include the following information:

   a. Roadway segment name and limits.
   b. Number of lanes, length and facility type.
   c. Project cost information (construction, engineering, ROW, debt service).
   d. Capacity provided by CIP projects, utilized and percent attributable to new development.
   e. Project cost attributable to new development.

   Based on data compiled into the CIP database, an updated maximum cost per service unit will be calculated for service areas within the City

9. Update Service Unit Equivalency Table (SUE) for Roadway System: FNI will update the listing of service unit equivalencies for major land uses within the categories of residential, office, commercial, industrial and institutional uses. Subject to available data, up to five (5) land uses will be added based on city input. The service unit generation table will also be updated to incorporate new trip rate and trip length information. Trip rate information will be based on data contained in the Institute of Traffic Engineers *Trip Generation*, 10th Edition. Trip length data will be based on available data from the North Central Texas Council of Governments Workplace Survey.

   Develop Draft Roadway Impact Fee Report: FNI will prepare and submit a Draft Roadway Impact Fee Report documenting analyses, the CIP, its associated cost, and associated maximum cost per service unit. An electronic version of the draft report (PDF format) will be provided for the City to make/disseminate necessary copies for Staff and CIAC review (Tasks 11 and 12).

10. Meet with City to Review Draft Impact Fee Report: FNI will discuss the Draft Impact Fee Report and present comparisons with other Cities and obtain comments. The City will provide a consolidated list of comments of the draft report.

11. Fee Benchmarking: Up to eight (8) area cities will be benchmarked with Rockwall for comparison of impact fee collections. Up to four (4) land uses will be prepared for comparison.

12. Conduct CIAC Meeting #3: FNI will present the results of the Impact Fee Study to the Citizen Advisory Committee. In addition to the discussion of the resultant cost per service unit, a comparison of the unit cost to area cities will be made.

13. Finalize Roadway Impact Fee Report: Based on comments from the City CIAC (Task 8), FNI will finalize the Impact Fee Report for use as part of the impact fee hearing. An electronic version of the final report (PDF format) will be submitted to the City printing/dissemination of reports to the City Council.

14. Present Capital Improvements Plan at Public Hearing (#1): FNI will attend one (1) Public Hearing to present the Capital Improvements Plan and updated impact fee calculation and

will be available to discuss/answer questions. (This task runs concurrent with the presentation of the Land Use Assumptions.)

The City shall take lead in the preparation and submittal of all necessary public noticing, resolutions and ordinance language throughout the study process.

15. Submit Final Sealed Report: At the conclusion of the public hearing process, FNI will submit one (1) unbound color copy original of the final report. The report shall be sealed by a Professional Engineer registered with the State of Texas.

C. Deliverables:

A. Discussion of data needs, methodology/approach and presentation to the CIAC.
B. Identification of directional PM Peak hour traffic counts.
C. Updated service area structure/boundary map.
D. Updated roadway system inventory/existing utilization (capacity, use, deficiency) by service area.
E. Coordination with land use assumptions; projection of 10-year demands (vehicle-miles) generated by new development for each service area.
F. Updated roadway impact fee CIP and associated costs; analysis of impact fee CIP (capacity made available, use and projection of needs by new development).
G. Updated impact fee database and associated cost per service unit calculation for each service area.
H. Updated land use equivalency table.
I. Report and presentation for public hearing process.
J. Final Sealed Report of the impact fee update.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI on an hourly, not to exceed fee basis, if authorized by CITY, which are not included in the above described basic services, are described as follows:

A. Additional meetings with the Capital Improvements Advisory Committee and/or the City Council for workshops or other meetings in connection with the impact fee program update.

B. An impact fee finance study should the City determine the desire to collect impact fees above the 50% rate. A scope and fee will be provided, if requested.

C. Providing renderings, model, and mock-ups requested by the CITY.

D. Revising study mapping, drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of FNI.

E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

F. 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.

G. Assisting CITY in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes.

H. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

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. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.

K. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.

L. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the technical portion services, exclusive of the final public hearing, in accordance within 4 – 6 months. This timeframe is dependent on the ability of City Staff and Advisory Committee to provide feedback to all project submittals. It is not anticipated that any special meetings will be needed for the Capital Improvements Advisory Committee (P&Z serving as CIAC) and the City Council.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CITY or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF CITY: CITY shall perform the following in a timely manner so as not to delay the services of FNI:

A. Preparation of Land Use Assumptions (LUA Report) for Roadway Impact Fee Update
   1. The Capital Improvement Plan (CIP) is required to be based upon a set of adopted land use assumptions which includes a "description of the service area(s) and projections of changes in land use, densities, intensities, and population in the service area over at

least a ten-year period." Although no format is specified in the State statute, there are four basic requirements or components of the land use assumptions:

i. Determination of service area(s) for each capital facility
ii. Description and analysis of existing conditions (base data)
iii. Ten-year growth projections
iv. Discussion of an ultimate or "build out" development scenario

It is anticipated that the City staff will use the service area structure established as part of the previous system update as amended in Task 2 (Phase 1, B2) above.

Existing Land Use Development
The report will document existing conditions in terms of land use, land use density, and current population/employment of the study area. As the LUA report will be documenting conditions for both roadway and water/wastewater impact fees, separate tables documenting each program service area boundaries will be needed. For roadways, data will be confined to the city limits. Data should be compiled and documented by traffic service zones (NCTCOG TSZ subareas) in tabular format to all for specific area planning. An accompanying map depicting TSZ boundaries should also be included. A description for the basis of the existing conditions should be provided.

Ten-Year Growth Assumptions
The purpose of ten-year projections is to serve as a basis for unit cost calculations that will be used in the impact fee program. The period of analysis shall be January 2019 through January 2029. Growth assumptions may be based on historic trend of population, recent building permit activity, upcoming anticipated/known developments or some synthesis of both. It is assumed that a growth rate will be prepared and presented to the CIAC, with the CIAC providing approval of such growth rate for study documentation.

Growth assumptions will include and be broken out in the following manner:
Roadway: population, dwelling unit and employment by industry (basic, service, retail) by roadway service areas for year 2019 and 2029.

The growth projections should be coordinated with the City's Future Land Use Plan for consistency with long-range community planning efforts. A ten-year figure in terms of land use type, associated acreage and density should also be provided.

Land Use Assumption Report
A draft report documenting items above will be submitted electronically for Study Team review. Subsequent to this review, draft reports will be made available for presentation to the CIAC. Based on comments from the CIAC, a final report will be prepared for the Public Hearing process.

Conduct LUA Meetings with the CIAC and Public Hearing
The City will support FNI with meetings with the CIAC and City Council for the approval and public hearing of the LUA Report. Subject to CIAC comments, the City will prepare the final report for use in this impact fee program update.

Task Products:
- Electronic copy of initial draft document for Study Team review.
- Presentation of the draft LUA to the CIAC.
- Preparation of the final LUA report to make available for the Public Hearing process.

- Presentation of the final LUA to the City Council as part of the impact fee public hearing.
- Electronic copy of the final approved report in Word and PDF format.

2. Collection of PM peak hour directional traffic volumes at up to 25 locations for analysis of existing demand and deficiencies. FNI will coordinate with City Staff with respect to count locations.

3. Coordinate meeting times and places, including notifying each study team member.

4. Review and comment on FNI recommendations.

5. Publish all public hearing notices, including all notices required in the newspaper, Council resolutions and ordinances for the approval of program update.

6. Provide to FNI all existing population, employment, base maps, and other data which may be relevant to the impact fee program.

7. Make all requests to other public agencies such as NCTCOG (if necessary) for data and/or assistance, as may be appropriate and relevant to the impact fee program.

8. Provide current GIS base map of the city and Thoroughfare Plan in electronic format. ESRI shapefiles would be acceptable.

9. Provide data of existing roadways (arterial and collector streets) within the city limits. Specific information required for the inventory includes the following:
   a. Roadway name
   b. Roadway type (divided, undivided, arterial, collector, etc.)
   c. Existing number of lanes

10. Any available long-range travel forecasts to assist in the preparation of the Capital Improvements Program.

11. Historic roadway unit cost data for the preparation of updates to project costing for proposed impact fee program projects. Unit cost or bid tab data should resemble facility types depicted on the City Thoroughfare Plan.

    Other project costing to be provided include actual project costs for recently completed roadway impact fee projects. Data to be included; construction, engineering, right-of-way and debt service. Any previous collections by the City from development should also be submitted.

B. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as CITY may require or FNI may reasonably request about legal issues pertaining to the Project.

C. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.

D. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: ENGINEER and CITY designate the following representatives:

CITY's Designated Representative	Mr. Ryan C. Miller, Director of Planning 385 South Goliad Rockwall, Texas 75087 Phone: (972) 771-6441 Fax: (972) 771-7748 E-mail: RMiller@rockwall.com
CITY's Accounting Representative	Ms. Mary Smith, Assistant City Manager 385 South Goliad Rockwall, Texas 75087 Phone: (972) 771-6420 Fax: (972) 771-7748 E-mail: Msmith@rockwall.com
ENGINEER's Designated Representative	Edmund Haas, AICP 12770 Merit Drive Suite 9000 Dallas, Texas 75251 Phone: 214-217-2321 Fax: 214-217-2201 E-mail: eh@freese.com
ENGINEER's Accounting Representative	Misty Ballard 801 Cherry Street, Suite 2800 Fort Worth, Texas 76102 Phone: 817-735-7290 Fax: 214-217-2201 E-mail: Misty.Ballard@freese.com

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Fifty Eight Thousand Nine Hundred Seventy Dollars ($58,970). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate
Professional 1	146
Professional 2	174
Professional 3	197
Professional 4	228
Professional 5	264
Professional 6	303
Construction Manager 1	125
Construction Manager 2	156
Construction Manager 3	167
Construction Manager 4	210
Construction Manager 5	252
Construction Manager 6	288
Construction Representative 1	113
Construction Representative 2	125
Construction Representative 3	156
Construction Representative 4	167
CAD Technician/Designer 1	124
CAD Technician/Designer 2	160
CAD Technician/Designer 3	196
Corporate Project Support 1	118
Corporate Project Support 2	141
Corporate Project Support 3	188
Intern / Coop	73
Senior Advisor	175

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$200
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$100
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In- house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.

3082023

GRAM TRAFFIC – NORTH TEXAS
WORK AUTHORIZATION

Edmund Haas, AICP
Vice-President, Transportation Planning Manager

Freese and Nichols, Inc.
2711 N. Haskell Avenue, Suite 3300
Dallas, Texas 75204
214-217-2321 Direct
eh@freese.com

Re: Rockwall, TX

GRAM Traffic North Texas, Inc. will provide the following services:

30 PM Peak Hour Bi-Directional Volume Counts @ $150/location

Count Cost:	$ 4,500.00
Mileage:	$ 217.75 (325 miles @ $.67/mile)
Project Cost:	**$ 4,717.75**

Submitted by:
Stephanie Swenson
GRAM-North Texas
1-10-24

This is being Submitted for Lump Sum Invoicing/Price Good for 90 days

Accepted By Authorized Representative:

_____ _____
Printed Name **Date**

_____
Signature

1120 W. Lovers Lane/Arlington, Texas 76013 * (817)265-8968 * *gramntx@gramntx.com*

City of Rockwall

MEMORANDUM

TO: **Mayor and City Council Members**

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

DATE: **February 5, 2024**

SUBJECT: **"Election Order" Calling May General Election**

Included for Council's review and consideration is a resolution calling a May 4, 2024 General Election. Since this is an 'even numbered year,' city council members in Place 2, Place 4, and Place 6 are "up" for (re)election. The filing deadline for those who desire their name to be placed on the May ballot is Friday, February 16 at 5:00 p.m. All incumbents serving in those places are eligible to potentially serve an additional, two-year term in office. To date, only the three incumbents have filed applications. If all incumbents do not draw any opponents, an ordinance to cancel the election will be brought before Council for consideration at the March 4, 2024 City Council meeting. Furthermore, if additional candidates do file to run, and an election must therefore be held, staff will bring forth a joint elections contract for the Council to consider so the Rockwall County Elections Administrator may administer our election on behalf of the city. Such contract has been customary for the City of Rockwall for many years, and the County does an excellent service for us in that regard.

I am available to answer any questions regarding the May 4 General Election.

ATTACHMENTS:

1. 24-01_Order Calling May 4, 2024 General Election_02-02-24

CITY OF ROCKWALL, TEXAS

RESOLUTION NO. 24-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, CALLING A GENERAL ELECTION TO BE HELD JOINTLY WITH THE ROCKWALL INDEPENDENT SCHOOL DISTRICT (RISD), THE ROCKWALL CENTRAL APPRAISAL DISTRICT (RCAD), AND ALL OTHER ENTITIES WITHIN ROCKWALL COUNTY THAT WILL BE HOLDING A GENERAL ELECTION; ESTABLISHING THAT SAID ELECTION WILL BE ADMINISTERED BY THE ROCKWALL COUNTY ELECTIONS ADMINISTRATOR ON SATURDAY, MAY 4, 2024 FOR THE PURPOSE OF ELECTING THREE (3) ROCKWALL CITY COUNCIL MEMBERS - ONE (1) FOR PLACE 2, ONE (1) FOR PLACE 4, AND ONE (1) FOR PLACE 6 - EACH FOR TWO (2) YEAR TERMS; DESIGNATING THE ENTIRE CITY AS ONE ELECTION PRECINCT; DESIGNATING EARLY VOTING DATES AND TIMES; RECOGNIZING THE FILING DEADLINE: ORDERING A NOTICE OF ELECTION TO BE POSTED AND PUBLISHED, AS PRESCRIBED BY LAW IN CONNECTION WITH SAID ELECTION; AUTHORIZING ANY AND ALL ACTIONS NECESSARY TO COMPLY WITH THE PROVISIONS OF THE CODE IN CARRYING OUT AND CONDUCTING THE GENERAL ELECTION; PROVIDNG A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 41.001(a) of the Texas Election Code, as amended (the "Code") specifies that each general or special election in this state shall be held on the first Saturday in May in an even-numbered year and that a general election of a city may be held on such day; and

WHEREAS, the City Council of the City of Rockwall, Texas (hereinafter referred to as the "City"), in accordance with its Home Rule City Charter, Section 5.01, has determined that the City shall annually conduct general municipal elections on the first Saturday in May; and

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, the City of Rockwall, the Rockwall Independent School District, and the Rockwall Central Appraisal District desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions; and

WHEREAS, the City of Rockwall and Rockwall County Elections Administrator will enter into an agreement setting out their respective duties and responsibilities for the May 4, 2024 election; and

WHEREAS, by this resolution, it is the intention of the Rockwall City Council to: (i) call for said election to be held on said date, (ii) designate the entire City as one election precinct, (iii) designate the Rockwall County Library as the main polling place for the election and (iv) establish and set forth procedures for conducting said election.

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

Section 1. Incorporation of Recitals. That all of the above recitals are found to be true and correct and are incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Election Date, Purpose of Election, Officers and Terms of Office. That a General Election is hereby ordered to be held in and throughout the City of Rockwall on Saturday, May 4, 2024, for the purpose of electing three (3) City Council Members - one (1) for Place 2, one (1) for Place 4, and one (1) for Place 6 - each for two (2) year terms.

Section 3. Eligibility for Candidacy. That eligible candidates must meet eligibility requirements within Chapter 141, Subchapter A of the Election Code as well the following, as prescribed by Section 5.02 of the Home Rule Charter of the City of Rockwall, Texas:

(1) Candidates for City offices must file for office in accordance with the Texas Election Code.
(2) Candidates for elective City office must meet the following qualifications:
  (a) Must be at least twenty-one years of age at the time of the election for which they are filing.
  (b) Must be a qualified voter.
  (c) Must have resided within the corporate limits of the City, or recently annexed territory, for at least twelve months prior to the filing deadline.
  (d) Must not, after notice of any delinquency, be in arrears in payment of taxes or other liabilities due the City.
  (e) No candidate may file in a single election for more than one office or position.

In addition, in accordance with Section 5.04 of the City Charter, a plurality vote is required to be elected and declared the winner.

Section 4. Application for a Place on the Ballot. That in accordance with Section 143.007 of the Election Code, any eligible and qualified person may have his/her name printed upon the official ballot as a candidate for the offices herein before set forth by filing his/her sworn application with the City Secretary not earlier than 8:00 a.m., January 17, 2024 and not later than 5:00 p.m., February 16, 2024. Each such application shall be on a form as prescribed by Section 141.031 of the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary as provided by Section 52.094 of the Code. Notice of the time and place for such drawing shall be given in accordance with the Code.

Section 5. Election Precinct, Polling Place, and Election Hours. That the entire City of Rockwall, Texas shall constitute one (1) election precinct for the city's general election, and the election day polling place is hereby designated to be located at the Rockwall County Library, which is located at 1215 E. Yellow Jacket Lane, Rockwall, TX 75087. In accordance with and pursuant to the requirements of the Code, said polling place shall be open from 7:00 a.m. until 7:00 p.m. on the date of the election (Saturday, May 4).

Section 6. Early Voting. That the main / primary voting location for early voting by personal appearance shall be determined following the state-prescribed filing deadline (Friday, February 16, 2024). Upon designation of said main / primary voting location, details of said location shall be posted and advertised on both the city's website at www.rockwall.com/citysec.asp, the Rockwall County Elections Department website at www.rockwallvotes.com, at Rockwall City Hall, and within the City's "Election Notice" publication. Early voting shall be conducted at said, designated locations on the following dates and times: OR

Section 6. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Rockwall County Election Administrator, who is designated and appointed as the Early Voting Clerk, in accordance with the *Tex. Elec. Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and designated by Rockwall County Election Administrator. Early voting shall be conducted at said, designated locations on the following dates and times:

Monday, April 22 through Friday, April 26 from 8:00 a.m. until 5:00 p.m.;
Saturday, April 27 from 10:00 a.m. until 3:00 p.m.;
Sunday, April 28 (ONLY at the designated Primary Voting Location within the County)
Monday, April 29 and Tuesday, April 30 from 7:00 a.m. until 7:00 p.m.

In addition to the main early voting location, qualified voters of the City of Rockwall may also vote early at any of the additional, countywide (branch) early voting locations that will be open under contract with the Rockwall County Elections Administration / Department.

Applications for ballot by mail (ABBM) and Federal Postcard Applications (FPCA) shall be requested from and mailed to the following:

Rockwall County Election Administrator
915 Whitmore Drive, Suite D
Rockwall, TX 75087.

Applications may be obtained by contacting the Rockwall County Elections Department by phone at (972) 204-6200 or by e-mail at elections@rockwallcountytexas.com. The Early Voting Clerk's website is: www.rockwallvotes.com. The last day to receive an application by mail for a ballot to be voted by mail is no later than the close of business (5:00 p.m. (CST)) on April 23, 2024.

Section 7. Method of Voting. That Rockwall County owns and utilizes an electronic voting system - the Election System and Software (ES&S) EVS 6.0.2.0 Voting System - which includes the DS200 precinct scanner, the DS450 central scanner and the ExpressVote ballot marking device, and said system has been duly approved by the Secretary of State, pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012;

The City of Rockwall acknowledges the use of said voting system by the Rockwall County Elections Administrator on behalf of the City, as described above, in connection with the joint general election described herein and in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

Section 8. Governing Law and Qualified Voters. That the general election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident, qualified electors of the city shall be eligible to vote at the election.

Section 9. Publication and Posting of the Notice. That notice of the general election, in both English and Spanish, shall be given by posting a "Notice of Election" on the city's website (http://www.rockwall.com/citysec.asp) and at Rockwall City Hall on the bulletin board used for posting notices of the meetings of the City Council. Said notice shall be posted not less than twenty-one (21) days prior to the date upon which the election is to be held, and by publication of said notice at least once in a newspaper of general circulation in accordance with Section 2051.44 of the Texas

Government Code, the date of said publication being not less than ten (10) days and not more than thirty (30) days prior to the date set for the election.

Section 10. That the Rockwall County Elections Administrator shall serve as both the Early Voting Clerk and as the official administrator of the election to be held on May 4, 2024. The County Elections Administrator shall appoint a sufficient number of judges and clerks, in accordance with Chapter 32 Texas Elections Code, to assist in the proper conduct of the election.

Section 11. Delivery of Returns: Preservation of Election Records. That in accordance with the City's joint contract with the Rockwall County Elections Administrator, the returns of said election shall be made in accordance with the Code. All election records and supplies shall be preserved by the County, on behalf of the City of Rockwall, in accordance with the Code.

Section 12. Representatives. That the following slate of officials and other designated persons are hereby authorized, but not required, to be present to observe the election counting process:

- the Mayor and members of the City Council of the City of Rockwall;
- candidates for the City Council of the City of Rockwall; and
- the Rockwall City Secretary and/or her designated representative.

Section 13. Canvassing of Returns. That the City Council of the City of Rockwall shall convene sometime between May 7, 2024 and May 15, 2024 to canvass the returns of the election and in accordance with the Texas Election Code.

Section 14. Necessary Action. That the Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 15. Severability. That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

Section 16. Effective Date. That this resolution shall be in force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 5th DAY OF FEBRUARY, 2024.

ATTEST: **Trace Johannesen, Mayor**

Kristy Teague, City Secretary

City of Rockwall

MEMORANDUM

TO: **Mary Smith, City Manager**

FROM: **Kenneth Cullins, Fire Chief**

DATE: **February 1, 2024**

SUBJECT: **Inter-Jurisdictional Mutual Aid Agreement**

Beginning in the summer of 2023 representatives of Rockwall County and the cities within the county met to review and discuss an Inter-Jurisdictional Mutual Aid Agreement between said parties. The agreement is intended to foster communications and the sharing of resources, personnel, and equipment in the event of a fire, disaster, and/or civil emergency. The agreement had not been updated since 2011.

The updated agreement, which takes the place of the agreement dated 2011, contains some minor language updates throughout and also includes language that is intended to facilitate federal reimbursement to the parties should it become available because of the nature of the event triggering a mutual aid response.

Council is being asked to consider authorizing the Mayor to execute the agreement on behalf of the city at this time.

ATTACHMENTS:

1. Inter-jurisdictional Mutual Aid Agreement

INTER-JURISDICTIONAL MUTUAL AID AGREEMENT

STATE OF TEXAS	§
	§
COUNTY OF ROCKWALL	§

This **Mutual Aid Agreement** ("Agreement") is entered into by/between and among Rockwall County, Texas ("County") and the following incorporated Cities: Rockwall, Heath, Royse City, Fate, McLendon Chisholm, and Rowlett ("the Cities"), (hereinafter referred to collectively as "the Parties").

RECITALS

WHEREAS, the Parties recognize the vulnerability of the people and communities located within their jurisdiction to damage, injury, and loss of life and property resulting from fire, disasters, and/or civil emergencies and recognize that fire, disasters, and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and

WHEREAS, the Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural disasters, all capable of causing severe damage to property and danger to life; and

WHEREAS, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel, and equipment in the event of such calamities; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of a fire, disaster, and/or Civil Emergency; and

WHEREAS, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with fire, disasters, and/or civil emergencies and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act); Chapter 418, Texas Government Code (Texas Disaster Act of 1975); Chapter 421, Texas Government Code (Homeland Security); and Chapter 362, Texas Local Government Code; and

WHEREAS, the Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and manpower is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a Fire, Disaster or Civil Emergency and thus desire to enter into an agreement to provide Mutual Aid; and

WHEREAS, This Agreement replaces and supersedes all prior or contemporaneous mutual aid agreements, oral or written, between the parties hereto; and

WHEREAS, This agreement does not apply to resources committed as part of a legal or accepted responsibility; and

WHEREAS, it is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provisions of law, and except as otherwise provided by law that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct.

2. **DEFINITIONS.** For purposes of this Agreement, the terms listed below will have the following meanings:

   A. AGREEMENT - this Mutual Aid Agreement, duly executed.

   B. ADMINISTRATIVE AGENCY - the entity designated by the Parties to be responsible for maintaining and distributing Point of Contact information.

   C. ASSISTING PARTY - the Party furnishing equipment, supplies, facilities, services, and/or personnel to the Requesting Party.

   D. CIVIL EMERGENCY - an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

   E. DISASTER - the occurrence or imminent threat of widespread or severe damage, injury., or loss of life or property resulting from any natural or man-made cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, oil spill, hazardous materials release or other water contamination, solar flare or electromagnetic event, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.

   F. EMERGENCY - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.

   G. MUTUAL AID - includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

   H. MUTUAL AID COORDINATING AGENCIES - Agencies or organizations specified by Mutual Aid Plans to facilitate requests for Mutual Aid.

   I. MUTUAL AID PLANS - prewritten operating plans designed to support the Interjurisdictional Mutual Aid Agreement by providing procedures to accelerate activating, requesting, and providing Mutual Aid.

J. POINT OF CONTACT- the individual or office authorized by the governing body of each Party to request or respond to a request for Mutual Aid on behalf of the Party. A Party's Emergency Management Director or Chief Executive Officer, Fire Chief, Police Chief, or Emergency Management Coordinator are possible Points of Contact.

K. REQUESTING PARTY - the Party requesting aid in the event of a Disaster or a Civil Emergency.

3. **ADMINISTRATIVE AGENCY.** The Parties hereby designate the Rockwall County Office of Emergency Management to be the Administrative Agency under this Agreement. Rockwall County is responsible for maintaining current Points of Contact information and providing that information when requested.

4. **POINT OF CONTACT DESIGNATION.** Each Party shall provide the Administrative Agency with a written protocol by which its designated Points of Contact may be contacted twenty-four (24) hours a day, seven (7) days a week. This protocol will designate, by position, the person or persons authorized to obligate the Parties under the terms of this Agreement. Each Party must notify the Administrative Agency of any change in its Point of Contact protocol as soon as practicable by submitting it in writing to the Rockwall County Office of Emergency Management.

5. **IMPLEMENTATION OF AGREEMENT.** A Point of Contact for his/her respective jurisdiction shall take all steps necessary for the implementation of this Agreement.

6. **INITIATION OF AGREEMENT.** A request under this Agreement may be made by a Point of Contact after one of the following occurs:

A. A declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code;
B. A finding of a state of Civil Emergency; or
C. The occurrence or imminent threat of an emergency such that local capabilities are or are predicted to be exceeded.

The activation of the Agreement shall continue, whether the local disaster declaration or state of civil emergency is still active until the services of the Assisting Party are no longer required. Unless otherwise agreed upon the Assisting Party will be responsible for notifying the Requesting Party after 11 hours of deployment.

7. **PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID.** A Point of Contact may request Mutual Aid assistance by: (1) submitting a written request for Assistance to a Point of Contact of an Assisting City, 2) or orally communicating a request for Mutual Aid assistance to a Point of Contact of an Assisting Party, followed by a written request within twenty-four (24) hours. Mutual Aid shall not be requested by a Party unless it is directly related to the disaster or emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Assisting Party or in accordance with the terms of the Plan.

A. REQUESTS DIRECTLY TO ASSISTING PARTY. The Requesting Party's Point of Contact may directly contact a Point of Contact of the Assisting Party and provide the necessary information as prescribed herein.

B. REQUIRED INFORMATION FROM REQUESTING PARTY. Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the damage or injury sustained or threatened;
2. Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.), and the particular type of assistance needed;
3. The amount. and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be necessary;
4. The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
5. The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party at each location to which resources are dispatched.

This information may be provided on a form designed for this purpose or by any other available means.

C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE. When contacted by a Requesting Party, a Point of Contact from which aid is requested agrees to assess local resources to determine the availability of personnel, equipment, and other assistance based on current and anticipated needs. The Parties shall render assistance to the extent personnel, equipment, and resources are deemed available. A Party shall not be required to provide Mutual Aid unless it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

D. INFORMATION REQUIRED OF THE ASSISTING PARTY. A Point of Contact who determines that the Assisting Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

1. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
2. The estimated length of time that the personnel, equipment, and other resources will be available;
3. The name of the person or persons to be designated as supervisory personnel; and
4. The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information may be provided on a form designed for this purpose or by any other available means.

E. SUPERVISION AND CONTROL. When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any Assisting Party will be under operational control of the Requesting Party, the response effort to which SHALL be

organized and functioning within an Incident Command System (ICS) or Unified Command System (UCS) format. Direct supervision and control of personnel, equipment, resources, and personnel accountability shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall maintain daily personnel time records, material records, and a log of equipment hours. The Assisting Party shall also be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party.

F. MUTUAL AID PLAN. By their signatures below, each Party hereto certifies that it will provide Mutual Aid assistance under this Agreement in accordance with the North Central Texas Council of Governments Mutual Aid Plan.

G. FOOD, HOUSING AND SELF-SUFFICIENCY. Subject to Paragraph 8 of this Agreement, the Requesting Party shall have the responsibility if a deployment lasts 12 hours or longer of providing food and housing if necessary for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. COMMUNICATIONS. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Patty and the Requesting Party. The Assisting Party personnel should be prepared to furnish their own communications equipment sufficient to maintain communications among their respective operating units if practicable.

I. RIGHTS AND PRIVILEGES. Personnel who are assigned, designated, or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

J. TERM OF DEPLOYMENT. The initial duration of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation. As referenced at the end of Section 6, unless otherwise agreed upon, the Assisting party will be responsible for notifying the requesting party after 11 hours of deployment.

K. SUMMARY REPORT. Within thirty (30) working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a summary report of the event and provide copies to each Assisting Party. The report shall, at a minimum, include a chronology of events and a description of personnel, equipment, and materials provided by one Party to the other.

L. LICENSE PORTABILITY. If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

8. **COSTS.** All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging, and transportation expenses shall be paid for by the Assisting Party and reimbursed by the Requesting Party at actual cost. The first twelve (12) hours of assistance will not require reimbursement by the Requesting Party. Requests for reimbursement must be submitted within sixty (60) working days of the return of all personnel deployed under this Agreement. This time may be extended upon agreement from both the Requesting and Assisting Parties. Costs and reimbursements shall be paid from the current funds of the respective Party. In the event federal and state funds are available for costs associated with the provision of Mutual Aid the Parties agree that the Requesting Party must make the claim for the eligible costs of the Assisting Party on its subrogation application and will disburse the federal share of funds to the Assisting Party. The Assisting Party may assume in whole or in part any costs associated with the provision of mutual aid or may loan or donate equipment or services to the Requesting Party without charge or cost.

A. DOCUMENTATION OF COSTS. The documentation gathered for reimbursement should be consistent with federal reimbursement request documentation requirements and the current state mutual aid reimbursement guide. However, these documentation requirements can be reduced if both the Requesting and Assisting agencies are in agreement to reduce the documentation to fit their needs and requirements. The Assisting Party shall be responsible for creating and maintaining a record of all costs incurred for as long as required by current Federal or State Reimbursement guides. The language in this subsection applies to reimbursed and unreimbursed costs, in providing aid under this Agreement.

9. **INSURANCE**

A. WORKERS' COMPENSATION COVERAGE. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers Compensation Act.

B. AUTOMOBILE LIABILITY COVERAGE. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

C. GENERAL LIABILITY, PUBLIC OFFICIAL'S LIABILITY AND LAW ENFORCEMENT LIABILITY. Each Party agrees to obtain general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.

D. OTHER COVERAGE. The Assisting Party shall provide and maintain their standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

10. **WAIVER OF CLAIMS; IMMUNITY RETAINED.** Each Party hereto waives all claims against each other for compensation for any loss, damage, personal injury, or death occurring because of the performance of this Agreement, except those caused in whole or in part by the gross negligence of an officer, employee, or agent of each Party. **Pursuant to §421.062, Texas**

Government Code, the party furnishing services under this Agreement is not responsible for any civil liability that arises from furnishing those services. The Parties do not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, and agents arising from the performance of this Agreement.

11. **EXPENDING FUNDS.** Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from the then-current revenues of that Party. No Party shall have any liability for failure to expend funds to provide aid hereunder.

12. **TERM.** This Agreement shall become effective as to each Party on the date last signed below and shall continue in full force and effect and remain binding on the Parties for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one (1) year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 20 of this Agreement.

13. **ENTIRETY.** This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with a Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 18 below.

14. **RATIFICATION.** Each Party hereby ratifies the actions of its personnel and the rendering and/or receiving of mutual aid taken prior to the date of this Agreement.

15. **OTHER MUTUAL AID AGREEMENTS.** It is understood that the Parties may have previously contracted or may hereafter contract with each other or with other entities for Mutual Aid in Civil Emergency and/or Disaster situations. This agreement shall not be construed to apply to those separate or additional agreements.

16. **INTERLOCAL COOPERATION ACT.** The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

17. **SEVERABILITY.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

18. **VALIDITY AND ENFORCEABILITY.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified this Agreement shall continue in full force and effect.

19. **AMENDMENT.** This Agreement may be amended only by the mutual written consent of the Parties.

20. **TERMINATION.** Any Party may at any time by resolution or notice given to the other Cities/Parties decline to participate in the provision of Mutual Aid. The governing body of a Party which is a signatory hereto shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to the other Parties. Such

termination shall become effective not earlier than thirty (30) days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

21. **THIRD PARTIES.** This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

22. **NOTICE**, Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective County Judge, City Manager, Emergency Management Coordinator, or other authorized representative.

23. **WARRANTY.** The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance, or resolution, and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

24. **GOVERNING LAW AND VENUE.** The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, the venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, the venue shall be determined in accordance with the Texas Rules of Civil Procedure.

25. **HEADINGS.** Headings contained within this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

26. **SOVEREIGN IMMUNITY,** All Parties agree that none have waived their sovereign immunity by entering and performing their obligations under this Agreement. The Parties to this Agreement also do not waive or relinquish any defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

27. **EXECUTED** by the Parties hereto, each respective entity acting by and through its duly authorized official, as required by law, on multiple count parts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

Rockwall County, Texas

NAME: Frank New Date: 1/23/24

Signature: _____
County Judge

City of Rockwall, Texas

NAME: _____ Date: _____

Signature: _____
Mayor

City of Royse City, Texas

NAME: _____ Date: _____

Signature: _____
Mayor

City of Fate, Texas

NAME: _____ Date: _____

Signature: _____
Mayor

City of McLendon-Chisholm, Texas

NAME: _____ Date: _____

Signature: _____
Mayor

City of Heath, Texas

NAME: _____ Date: _____

Signature: _____
Mayor

City of Rowlett, Texas

NAME: _____ Date: _____

Signature: _____
Mayor

City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and Council Members

FROM: Hotel Occupancy Tax Sub-Committee Members
Mary Smith, City Manager

DATE: February 1, 2024

SUBJECT: Supplemental Requests – Noon Rotary, Gymnastics Tournament

Rockwall Noon Rotary will be hosting the Rotary International District Conference to be held April 12-14, 2024. The Conference serves as both a wrap up of the District Governor's year just completed and provides training opportunities for clubs. The current District Governor is Rockwall's own John Curtis and he has chosen to have the Conference here. The Club requests $10,000 to host the Conference which is expected to book at least 120 people in our hotels.

Rockwall Heath High School Gymnastics was the host of the Southside Showdown this past weekend which brought an estimated 350 room nights as teams came from across Texas, Arkansas, Oklahoma, and Louisiana and had requested $15,000 to assist in the cost of hosting this major tournament. Unfortunately, the calendar didn't allow us to get the approvals necessary before the Tournament was held. As a side note – Rockwall Hight School's Yellowjacket gymnasts took first overall in the tournament! A complete application is attached for Council's review.

Prior to Council action on the above, the Hotel Occupancy Tax budget is as follows:

Fund Balance carried forward	**$2,860,645**
Budgeted Revenues	**1,700,000**
Previously Allocated Funding	**(1,157,200)**
Projected Fund Balance	**$3,403,445**

Subcommittee members Campbell, Lewis, and McCallum reviewed the request and recommend awarding the requested $15,000 to Noon Rotary and $15,000 for the Gymnastics tournament. Council is asked to consider approving the funds as recommended by the subcommittee and authorizing the City Manager to execute the agreement the organizations.

City of Rockwall
The New Horizon

Hotel Occupancy Tax

Program Year 2024

Events held Oct. 1, 2023 – Sept. 30, 2024

Application

MUST BE TYPED or PRINTED

Deliver to:
City of Rockwall Finance Office
Attn: Misty Farris
385 S. Goliad St., Rockwall, TX 75087
Ph. 972-771-7700 Fax 972-771-7728 mfarris@rockwall.com

Organization Name:	Rotary District 5810
Name of Event:	Rotary International District Conference 2024
Date(s) of Event:	April 12-14, 2024
Funding Request $:	10,000.00
Website Address:	https://rotary5810.org/
Mailing Address:	Conway CPA's attn. Mike Conway
Physical Address:	603 S. Goliad; Rockwall, TX 75087
Telephone:	214-708-9839 Fax: N/A
Primary Contact Name: (Project Director)	Dana K Macalik
Mailing Address:	PO Box 2110 Rockwall, TX 75087
Email Address:	dana@danakmacalik.com
Telephone:	214-679-2401 Fax: N/A
Secondary Contact Name: (President/Board Chairman)	District Governor John Curtis
Mailing Address:	521 Cove Ridge Heath, TX 75032
Email Address:	johncurtisdg2324@gmail.com
Telephone:	214-708-9839 Fax: N/A

- **COMPLETE AN APPLICATION FOR EACH EVENT/PROGRAM/EXHIBIT REQUESTING FUNDS**
- **INCOMPLETE APPLICATIONS WILL NOT BE FORWARDED TO THE COUNCIL SUBCOMMITTEE**

1. Mark an "X" next to the category or categories that your organization is requesting funds in the attached budget request.

X☐ **Advertising/Tourism** **Requested funding amount $ 10,000.00**
Conducting solicitation or promotional programs that encourage tourists and delegates to come to the City of Rockwall.

☐ **Arts** **Requested funding amount $**
Providing encouragement, promotion, improvement and application of the arts as it relates to the presentation, performance execution or exhibition of the major art forms in the City of Rockwall.

☐ **Historical** **Requested funding amount $**
Providing historical restoration, preservation, programs and encouragement to visit preserved historic sites or museums located in the City of Rockwall.

2. Describe the program or event for the upcoming fiscal year (Oct. 1 2023 – Sept. 30, 2024) that you are requesting Hotel Tax funding. What is your event and why are you having it? (see attached for supporting documentation. District 5810 of Rotary International is comprised of approximately 2500 members from North Texas applicable Clubs to the Oklahoma border. Each year the District Governor organizes and holds a conference that addresses and highlights the year; its accomplishments, activities, as well as supports training and assists with a service project; in this case we will support locally Helping Hands and Boys & Girls Club of NETexas. Although, some of the attendees live within 50-60 miles of the destination; Rockwall, this is a team and club-building NETWORKING and RECOGNTION EVENT so many choose to make a 'Stay-cation' out of it and Rockwall checks many attendees 'BOXES' for a fun location. Additionally, most Rotarians who are married have supportive Rotarian spouses and over the years have made life-long friendships with other Rotarians outside their Home-based club and look forward to re-connecting annually. We are estimating that of the 200-250 in attendance, that approximately 50% will bring a spouse or guest with them. The host city Rockwall's Noon Rotary club has approximately 125 members who are active leaders in the club and the community as well.

3. How does the event/program meet the definition of the categories listed in Item No. 1 above (promotion of tourism and the hotel industry in the City of Rockwall)? This will be a weekend event and since the District Governor; John Curtis is a part of the Rockwall Rotary Club and lives in the area; he has chosen to have the conference take place in the City of Rockwall. We will have a Golf Tournament and Dinner at Buffalo Creek Golf Club on Friday, April, 12th and our meetings and other activities are taking place at the following locations: Hilton Hotel, Rockwall Rotary Club, Helping Hands and City of Rockwall Event Center. The Hilton and SpringHill Suites hotel will be promoted and advertised with special rates as well as supporting the Harbor and Downtown Rockwall small businesses. There are times in the agenda that allow for shopping and 'on your own' dining opportunities.

4. Is the event/program that the organization is requesting Hotel Tax funds held in/on City-owned property?
Yes Name location: City Center- On Washington for our Saturday night recognition and awards dinner.

5. Will your organization provide special event insurance coverage for the event/program if held on City property?
Yes Name of Insurance Company: Arthur Gallegher Risk Management

6. Provide 3 years attendance history for the above listed programs, activities, exhibits or event described in Item No. 2 above. This has never happened in Rockwall, but here is the information from other District Governor's events.

Event	Year	Event Duration (in Days)	Audience Size	# of Attendees in hotel rooms
District Gov John Moser	2019	3	250	50 est.
District Gov Max DuPlant	2022	2	175	15 est * see comments
District Gov Howard Templin	2023	5	250	120

There was only virtual conference in 2020 (COVID) and the 2022 conference was a more relaxed event with 2 days of different locations within the district that didn't support a 'HUB' and 'Central or Primary' conference.

7. What specific market will you target with the event/program's marketing plan? Attach up to 3 examples and evidence of marketing area and readership (Label Exhibit C).
See attached marketing communications. DG Curtis' marketing and communications team has already been promoting the date/location/specifics of the event- Starting in September 2023. Monthly the district has 1-day (4 hour) training and communications meetings that continues to promote this end of year culmination district-wide event.

8. The City of Rockwall must require segregated accounting of its Hotel funds. Organizations must maintain and account for revenue provided from the tax authorized by section 351.101(a) within one of the two options listed below.
   a) Separate checking account without combining with any other revenues or maintained in any other bank account or
   b) Maintain a line item accounting, whereby the Hotel revenues may not be combined with any other revenues or expenditures. The funds may be maintained in the same bank account, provided they are reported as a separate line item in the organization's budget. Interest earned on the Hotel revenues must be used to support the event/program as well.

Will the organization be able to segregate the accounting process in either a) or b) above? Yes

Will the organization be able to segregate the accounting process in either a) or b) above? Yes

9. Provide all of the following documentation with this application and label each as outlined below.

Exhibit A	Proposed budget for each event/program using attached form
Exhibit B	Letter of determination certifying federal tax exempt 501(c)(3) status
Exhibit C	Examples and evidence of marketing area and readership (limit 3)
Exhibit D	List members of the governing body including name, position, mailing address and phone number
Exhibit E	W-9 Form https://www.irs.gov/pub/irs-pdf/fw9.pdf?
Exhibit F	Form 1295 https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

We certify, to the best of our ability, that the information in this application, including all exhibits and supporting documentation is true and correct to the best of our knowledge. It is understood and agreed that any funds awarded as a/ result of this application will be used for the purpose set for herein and the program guidelines.

President/Board Chairman:
10/24/24
Date

District Governor John Curtis
Print Name
John E Curtis
Signature

Event/Program Director:
10/24/~~224~~24
Date

Dana K Macalik
Print Name
DKMacalik
Signature

Both signatures are required for the application to be complete.

EXHIBIT A

Hotel Occupancy Tax Funding Request
Event/Program Budget - Program Year 2024

Financial information (round to the nearest dollar). Include a completed copy of this budget with funding request application.

Organization Name: Rotary District 5810 2024 District Conference
Event/Program Name: 2024 District 5810 Conference
Requested Funding: $ 10,000.00

Expenses (for this project only)		Total Expenses	HOT Funding $ Request	Additional Justification for HOT Funding Request
1. Personnel	$	4025.00		
Administrative		550.00		
Artistic-		2000.00	1500.00	
Technical		475.00		
Other personnel		1000.00	500.00	
2. Fees for outside professional services		31,950.00	3100.00	
Administrative		3450.00		
~~Artistic~~- Golf Tournament		12,500.00		
Technical- Outside Catering		16,000.00		
3. Space Rental		550.00	250.00	
4. Equipment Rental- Trolley Transportation		2000.00	1000.00	
5. Travel/Transportation- Guest Speaker		1250.00	250.00	
6. Promotion/Printing		2500.00	2500.00	
7. Costumes/Royalties- Awards/Recogn.		1400.00	400.00	
8. Other (supplies, postage etc.)				
9. Sub -Totals		79,650.00	9500.00 -$10,000	$500+ For incidentals or mis-quotes
10. Total Expenses		79,650.00		

Revenues (for this project only)			
1. Total Amount of HOT Fund Request	$	10,000.00	Revenue - additional remarks
2. Admissions (ticket and concessions)		29,000.00	
3. Donations- National Support (RI)		7,000.00	
4. Organizational funds budgeted		5,000.00	
5. Grants (State) District 5810		2,500.00	
6. Other (list):Golf Tournament		12,500.00	
7. Other (list): Rockwall Club Donation		2,000.00	
8. Other (list):			
9. Other (list):			
10. Total income and contributions		68,000.00	
11. Total In-Kind- Unknown- At event *		5,000	• Unknown, often there are other clubs who will contribute $250-1000.
12. Total Revenues		73,000.00	

Financial Information (for this project only)					
Fiscal Year (Oct. 1st - Sept. 30th)		2021 Actual	2022 Actual	2023Actual	2024 Proposed
Total Revenue (including HOT funds)	$				73,000.00
Total Expenses	$				79,650.00

Exhibit B

01-339 (Back) (Rev.4-13/8)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
ROTARY INTERNATIONAL DISTRICT 5810	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
P. O. BOX 2018	972-562-2222
City, State, ZIP code	
WYLIE, TX 75098-2018	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

EXEMPT FROM TEXAS SALES TAX AS OF 6/17/1981 (LETTER ATTACHED)

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶ Purchaser	Title	Date
	TREASURER	1/15/2020

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.
Do <u>not</u> send the completed certificate to the Comptroller of Public Accounts.

Exhibit B (cont.)

Glenn Hegar Texas Comptroller of Public Accounts

Austin, Texas 78774

July 31, 2017

ROTARY INTERNATIONAL DISTRICT 5810
16660 DALLAS PKWY STE 2400
DALLAS, TX 75248-2698

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 01-01-2008
Sales and use tax, as of 06-17-1981
(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 32048889896

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.

DG John Curtis' October Message

Exhibit C

As our 100 degree temps finally fade away and Autumn becomes a welcome reality, We think of things to come. First on my list is that October is Polio Eradication Month. This is the time when clubs celebrate the enjoyment of a Pint or a Pinot, or something else, to help fight the curse of Polio.

We are on our way to reaching our goal in funds donated for this important cause, and we must continue. Our work is not done until it is completely done. This is also the time when dues are due. The District dues notices have been sent out, as have the RI notices. Thank you in advance.

On a similar note, there are clubs that have not listed their leadership with RI. Presidents, PEs and Treasurers should all be listed. Contact your AG if you may need assistance in listing your leaders. It is also very important that every club submit their goals for the year in Rotary Club Central, as many have already done.

But mainly, I encourage all of us to enjoy this fine Autumn weather, cheer for your team, fight Polio and have fun with your Rotary family.

See you at Roundtable October 7.

JJ

Exhibit C
pg. 1

Exhibit C
pg. 2

Exhibit C
Pg. 3

Calendar

Exhibit C

District Calendar

pg. 1A

April 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6 Annual Clink and Drink Fundraiser (Prestonwood)
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

AG Zoom Meeting

Event Types

- [ ] - Committee Meeting
- [ ] - Deadline
- [ ] - District Event
- [ ] - Fundraiser
- [ ] - General
- [ ] - Holiday
- [ ] - Official DG Visit
- [ ] - Training
- [ ] - Club Event

Exhibit D
6 pages – Front/Back

District Organization Chart with Photos

Switch to List View

<< Previous Year | **Current Year: 2023-2024** | Next Year >>

District Governor

John Curtis

District Governor
Rockwall

District Executives

Regina Edwards

District Governor Elect
Carrollton-Farmers Branch

Mary Bedosky

District Governor Nominee
Richardson East

Howard Templin

Immediate Past District Governor
Dallas

John Moser

Vice Governor
Allen Sunrise

Sandra Moody

Registrar
White Rock

Mark Buehnerkemper

Audio Visual Chief
Rockwall

CC Chamakala

Global Grants Chief
McKinney

Larry Webb

DDF Grants Chief
Prestonwood

Pete McLellan

Club/District Service
McKinney

Lori Crider

Community Service
E-Club of Suicide Prevention and Brain Health

Mike Pugh

Youth Services
Addison

George J. Elking

Blood Drive Chief
Plano Sunrise

Howard Templin

PETS Chair
Dallas

Ross Rolirad

Polio Plus Chief
Fairview

Howard Templin

Voctional/Leadership
Dallas

L. B. Showalter

Peace Fellowships
Plano East

John Moser

Council On Legislation Rep
Allen Sunrise

Katherine Stover

District Trainer
Preston Hollow

Kathy Allred

District RI Convention Chair
Park Cities Rotary

James Braaten

Interact Chair
Rockwall

Assistant/Area Governors

Amy Welch

Area 1
Commerce

BK Turner

Area 2
Addison

Cristina Todd

Area 3
Plano West

Dawn Gulley

Area 4
Dallas-Uptown

Durane Castleberry

Area 6
Dallas-Uptown

Gregory Blair

Area 7
Rockwall

Janelle Twyford-Silvis

Area 8
Plano

Jerrica Anderson

Area 9
E-Club of North Texas

Jerry Allison

Area 10
Addison Midday

Jim Frankiewicz

Area 11
Dallas

John Cave

Area 12
Melissa

Matt Wenthold

Area 20
Carrollton-Farmers Branch

Michael Callahan

Area 21
Prestonwood

Michelle Goldstein

Area 22
Dallas-Uptown

Mike Bell

Area 23
McKinney

Randy Watkins

Area 24
Dallas-Uptown

Reyna Castillo

Area 25
Waxahachie

Richard Stanford

Area 26
Park Cities Rotary

Exhibit E

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rockwall Rotary Foundation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Non Profit Foundation

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 446

Requester's name and address (optional)

6 City, state, and ZIP code
Rockwall TX 75087

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
7	5	–	2	6	7	6	0	8	7

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 ▶ Michael Greeney Date ▶ 11/15/23

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.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Exhibit F

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1094960

Date Filed:
11/15/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rockwall Rotary Foundation
Rockwall, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Rockwall Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
N/A
Rental of Community Center $2,500

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Michael Conway, and my date of birth is 5/16/42.

My address is 435 Jordan Farm Circle, Rockwall, Tx, 75087, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Rockwall County, State of Texas, on the 15 day of Nov (month), 2023 (year).

Rockwall Rotary Foundation
Michael Conway Treasurer
Signature of authorized agent of contracting business entity
(Declarant)

City of Rockwall
The New Horizon

Hotel Occupancy Tax

Program Year 2024

Events held Oct. 1, 2023 – Sept. 30, 2024

Application

MUST BE TYPED or PRINTED

Deliver to:
City of Rockwall Finance Office
Attn: Misty Farris
385 S. Goliad St., Rockwall, TX 75087
Ph. 972-771-7700 Fax 972-771-7728 mfarris@rockwall.com

Organization Name:	Rockwall- Heath High School Gymnastics
Name of Event:	The Southside Showdown
Date(s) of Event:	January 26-28, 2024
Funding Request $:	$15,000
Website Address:	www.thesouthsideshowdown.com
Mailing Address:	8221 Hampton Drive Rowlett, TX 75089
Physical Address:	801 Laurence Drive Rockwall, TX 75032
Telephone:	214-620-3164 Fax:
Primary Contact Name: (Project Director)	DeRyan Pressley
Mailing Address:	8221 Hampton Drive Rowlett, TX 75089
Email Address:	pressley.deryan@gmail.com
Telephone:	214-620-3164 Fax:
Secondary Contact Name: (President/Board Chairman)	Amy Heidel
Mailing Address:	2030 Creekview Ln. Josephine, TX 75173
Email Address:	ahheidel@gmail.com
Telephone:	903-274-7842 Fax:

- **COMPLETE AN APPLICATION FOR EACH EVENT/PROGRAM/EXHIBIT REQUESTING FUNDS**
- **INCOMPLETE APPLICATIONS WILL NOT BE FORWARDED TO THE COUNCIL SUBCOMMITTEE**

1. Mark an "X" next to the category or categories that your organization is requesting funds in the attached budget request.

   ×□ **Advertising/Tourism** **Requested funding amount $ $15,000**
   Conducting solicitation or promotional programs that encourage tourists and delegates to come to the City of Rockwall.

   □ **Arts** **Requested funding amount $**
   Providing encouragement, promotion, improvement and application of the arts as it relates to the presentation, performance execution or exhibition of the major art forms in the City of Rockwall.

   □ **Historical** **Requested funding amount $**
   Providing historical restoration, preservation, programs and encouragement to visit preserved historic sites or museums located in the City of Rockwall.

2. Describe the program or event for the upcoming fiscal year (Oct. 1 2023 – Sept. 30, 2024) that you are requesting Hotel Tax funding. What is your event and why are you having it?
   We are hosting the first Southside Showdown. It will be the largest High School Gymnastics meet in Texas. It is a large gymnastics invitational for middle school, high school, and USAG gymnastics teams. The event will be used as a fundraiser for Heath High School and to showcase the special abilities of the gymnasts in Texas!

3. How does the event/program meet the definition of the categories listed in Item No. 1 above (promotion of tourism and the hotel industry in the City of Rockwall)?
   This event will be bringing in families from throughout Texas, Arkansas, Oklahoma, and Louisiana and will need accommodation for the weekend. Rockwall Hotels will promoted on all gymnastics materials and the families will be able to see and experience all Rockwall has to offer. The families will arrive January 26th and check out January 28th.

4. Is the event/program that the organization is requesting Hotel Tax funds held in/on City-owned property?
   Name location: Heath High School Indoor Football Field

5. Will your organization provide special event insurance coverage for the event/program if held on City property?
   Name of Insurance Company: USA Gymnastics and Texas High School Gymnastics Coaches Association

6. Provide 3 years attendance history for the above listed programs, activities, exhibits or event described in Item No. 2 above.

Event	Year	Event Duration (in Days)	Audience Size	# of Attendees in hotel rooms
THSGCA State Meet	2022	4	1400	450
THSGCA State Meet	2018	3	1200	400
ESTIMATED: The Southside Showdown	2024	3	1200	350

7. What specific market will you target with the event/program's marketing plan? Attach up to 3 examples and evidence of marketing area and readership (Label Exhibit C).
Attached

8. The City of Rockwall must require segregated accounting of its Hotel funds. Organizations must maintain and account for revenue provided from the tax authorized by section 351.101(a) within one of the two options listed below.
   a) Separate checking account without combining with any other revenues or maintained in any other bank account or
   b) Maintain a line item accounting, whereby the Hotel revenues may not be combined with any other revenues or expenditures. The funds may be maintained in the same bank account, provided they are reported as a separate line item in the organization's budget. Interest earned on the Hotel revenues must be used to support the event/program as well.

   Will the organization be able to segregate the accounting process in either a) or b) above?

9. Provide all of the following documentation with this application and label each as outlined below.

Exhibit A	Proposed budget for each event/program using attached form
Exhibit B	Letter of determination certifying federal tax exempt 501(c)(3) status
Exhibit C	Examples and evidence of marketing area and readership (limit 3)
Exhibit D	List members of the governing body including name, position, mailing address and phone number
Exhibit E	W-9 Form https://www.irs.gov/pub/irs-pdf/fw9.pdf?
Exhibit F	Form 1295 https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

We certify, to the best of our ability, that the information in this application, including all exhibits and supporting documentation is true and correct to the best of our knowledge. It is understood and agreed that any funds awarded as a/ result of this application will be used for the purpose set for herein and the program guidelines.

President/Board Chairman:

Print Name: DeRyan Pressley

Date: 10/20/23

Signature: DeRyan Pressley

Event/Program Director:

Date 10/20/23

Print Name Amy Heidel

Signature Amy Heidel

Both signatures are required for the application to be complete.

EXHIBIT A

Hotel Occupancy Tax Funding Request
Event/Program Budget - Program Year 2024

Financial information (round to the nearest dollar). Include a completed copy of this budget with funding request application.

Organization Name: RHHS Gymnastics (Rockwall-Heath HS)
Event/Program Name: The Southside Showdown
Requested Funding: $ 15,000

Expenses (for this project only)		Total Expenses	HOT Funding $ Request	Additional Justification for HOT Funding Request
1. Personnel	$			
Administrative (Custodians/Police Officers)		$2,000		
Artistic				
Technical				
Other personnel				
2. Fees for outside professional services				
Administrative (Judges)		$8,144		
Artistic (Awards)		$6,576		
Technical (Announcer)		$1,200		
3. Space Rental (Hospitality - Food/Décor)		$2,350		
4. Equipment Rental (Gymnastics equipment)		$20,000	$8,500	The cost of the gymnastics equipment rental
5. Travel/Transportation		$5,024		Judges Mileage to the meet and hotels
6. Promotion/Printing (March-in signs, score cards, badges, etc.)				
7. Costumes/Royalties (T-Shirts)		$3,000	$3,000	
8. Other (supplies, postage etc.) Bleachers		$3,500	$3,500	
9. Sub -Totals				
10. Total Expenses		$ 51,794.00	$15,000	

Revenues (for this project only)			
1. Total Amount of HOT Fund Request	$	$15,000	Revenue - additional remarks
2. Admissions (ticket and concessions)		$5,000	
3. Donations		$2,000	

4. Organizational funds budgeted			
5. Grants (State)			
6. Other (list): T-Shirts			
7. Other (list): Entries		$34,320	
8. Other (list):			
9. Other (list):			
10. Total income and contributions			
11. Total In-Kind			
12. Total Revenues			

$56,320

Financial Information (for this project only)					
Fiscal Year (Oct. 1st - Sept. 30th)		2021 Actual	2022 Actual	2023 Actual	2024 Proposed
Total Revenues(including HOT funds)	$				$56,320
Total Expenses	$				$51,794.00
Total HOT funds awarded	$				$15,000

Exhibit B

01-339 (Back)
(Rev.4-13/8)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

75-6002334

Name of purchaser, firm or agency	
Rockwall Independent School District	
Address *(Street & number, P.O. Box or Route number)*	Phone *(Area code and number)*
1050 Williams Street	**972-771-0605**
City, State, ZIP code	
Rockwall, Texas 75087	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

_____

_____

_____

_____

_____

_____

Purchaser claims this exemption for the following reason:

_____

_____

_____

_____

_____

_____

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here — Purchaser	Title	Date
Jamie Domalin	Executive Director of Finance	1/10/2022

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.
Do <u>not</u> send the completed certificate to the Comptroller of Public Accounts.

Exhibit C

Rockwall-Heath High School Request for HOT funds

2024 Southside Showdown

1. The website to hotels

The City's hotel link will be added to the competition website and promotional materials to inform families what hotels are in Rockwall. http://rockwall.com/hotels.asp

Example of what will be listed in competition materials.

"There are numerous hotels located within 20 miles of Rockwall-Heath High School including Hilton, Marriot and IHG hotels. Click here to access the City of Rockwall Hotels."

2. The Southside Showdown will include lodging information on their social media accounts.
    a. Website www.thesouthsideshowdown.com
    b. Instagram @thesouthsideshowdown
    c. Facebook facebook.com/thesouthsideshowdown

Exhibit D

Project Director

DeRyan Pressley

8221 Hampton Drive

Rowlett, TX 75089

214-620-3164

President

Amy Heidel

2030 Creekview Ln.

Josephine, TX 75173

903-274-7842

Operations

Bryan Moss

3033 Lily Ln.

Heath, TX 75126

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1085984

Date Filed:
10/20/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rockwall ISD
Rockwall, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Rockwall ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
75-6002334
HOT Funds 2023/2024: Advertising/Tourism: Conducting solicitation or promotional programs that encourages tourists and athletes to come to the city of Rockwall.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
RHHS Gymnastics	Heath, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Bryan Moss, and my date of birth is 6-18-84.

My address is 3033 Lily Ln, Heath, TX, 75126, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Rockwall County, State of TX, on the 20 day of 10 (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rockwall ISD

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ **Non-Profit**

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
801 Laurence Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Rockwall, TX 75032

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	5	–	6	0	0	2	3	3	4

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 ▶ Date ▶

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.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

City of Rockwall

MEMORANDUM

TO: **Mayor and Council**

FROM: **Ginger Womble, Art Board Chair**

DATE: **February 2, 2024**

SUBJECT: **Public Art Projects Update – And Approval for Phase Two of *Picture This***

Summary: The Art Commission is returning to the Rockwall City Council to give an overview of recent projects as well as ones currently in the works. The *Picture This* project was originally brought before this Council in February of 2023. Due to other City of Rockwall art projects taking priority at that time, the Art Commission had to pivot and modify the plan for the first installation of the *Picture This* project at The Harbor.

Phase One was designed and constructed completely by a small team of City of Rockwall Parks Department employees. It took roughly six months to design and build the final product. The piece attracts patrons, residents and visitors to The Harbor and generates excitement about interactive Public Art.

At the approval of Council, the frame was completed and installed on Tuesday November 7, 2023. To maximize visibility for the rollout, the Art Commission plans to launch an official ribbon cutting and fun community event/ awareness campaign near Valentine's Day. As learned by the Parks Department, that is the busiest time for couples to install locks on the fencing (not weighted to support them) at The Harbor, and the Parks Dept. subsequently has to send employees to cut the locks off to protect and preserve the fencing.

The next Phases of the *Picture This* project will be designed and implemented in the style and materials as originally planned and presented to Council. Each frame is intended to compliment the unique surroundings in the park where it's located. The original project parameters are listed below. Here are the items we need the Council to review and consider on the Commission's behalf:

- Locations of future installments (two North Rockwall and two South):
    - The Park at FoxChase
    - Harry Myers Park
    - The Park at Emerald Bay
- Expenditures totaling $ 23,000

We thank you for your consideration in these matters.

Picture This

CITY OF ROCKWALL ART COMMISSION

Guitar Project

Goal: Blending the visual and performing arts, guitars were selected due to the City of Rockwall being the Free Live Music Capital of North Texas. The purchase and installation of the guitars at Rockwall City Hall, San Jacinto Plaza, Ted Cain's Corner Park, The Harbor and Harry Myers Park. Local Rockwall artists Kenyon Walter, Nancy Kuntz, James Kuntz, Suzie Varner and Jane Bayes volunteered to paint the guitars at no cost.

Butterfly Project

- Goal: Organize, design and implement butterfly sculptures throughout the city to engage, educate and include the public in a city initiative to revitalize the butterfly population in Rockwall through art.

Interactive art for the public

- Frame sculptures throughout the city
- 4 locations to enhance the individual experience in public spaces
  - 2 on the North Side
  - 2 on the South Side
- Opportunity to highlight and accentuate the natural beauty of Rockwall's public spaces. As well as promote pride within the city.

The Harbor

Foxchase

Design:
Ornate gold frame to inspire the public to utilize the landscape to participate in the art through photography.

Emerald Bay

Design:
Metal frame with a skin of emerald design to tie into the location of Emerald Bay.

Harry Myers

Design:
Metal frame with a skin to look like aluminum to pay tribute to the southwest's first aluminum plant that revitalized Rockwall's economy in the 1950's.

Cost and Materials

$22,500

- Quantity 4
  - Emerald Bay $7,500
  - Foxchase $7,500
  - Harry Myers $7,500
- Material is dense durable foam
- Custom UV outdoor paint
- Aluminum posts with PVC tubing concreted 3-4 ft into the ground for support.

El Creative
ADVERTISING & DESIGN

Dedication to The Harbor Frame

- Data: 100-200 locks are cut off the fence at The Harbor every year.
- The frame allows for locks to be placed in an appropriate place.
- Dedication locks
- Cost: $500

Ask....

- Amount currently in the ART commission fund:
  - $22,500 to continue the Picture This Project
  - $500 for locks for The Harbor dedication February 14th.
  - **TOTAL: $23,000**

Current Balance: $128,702

-3,500 Frame at The Harbor

$125,202

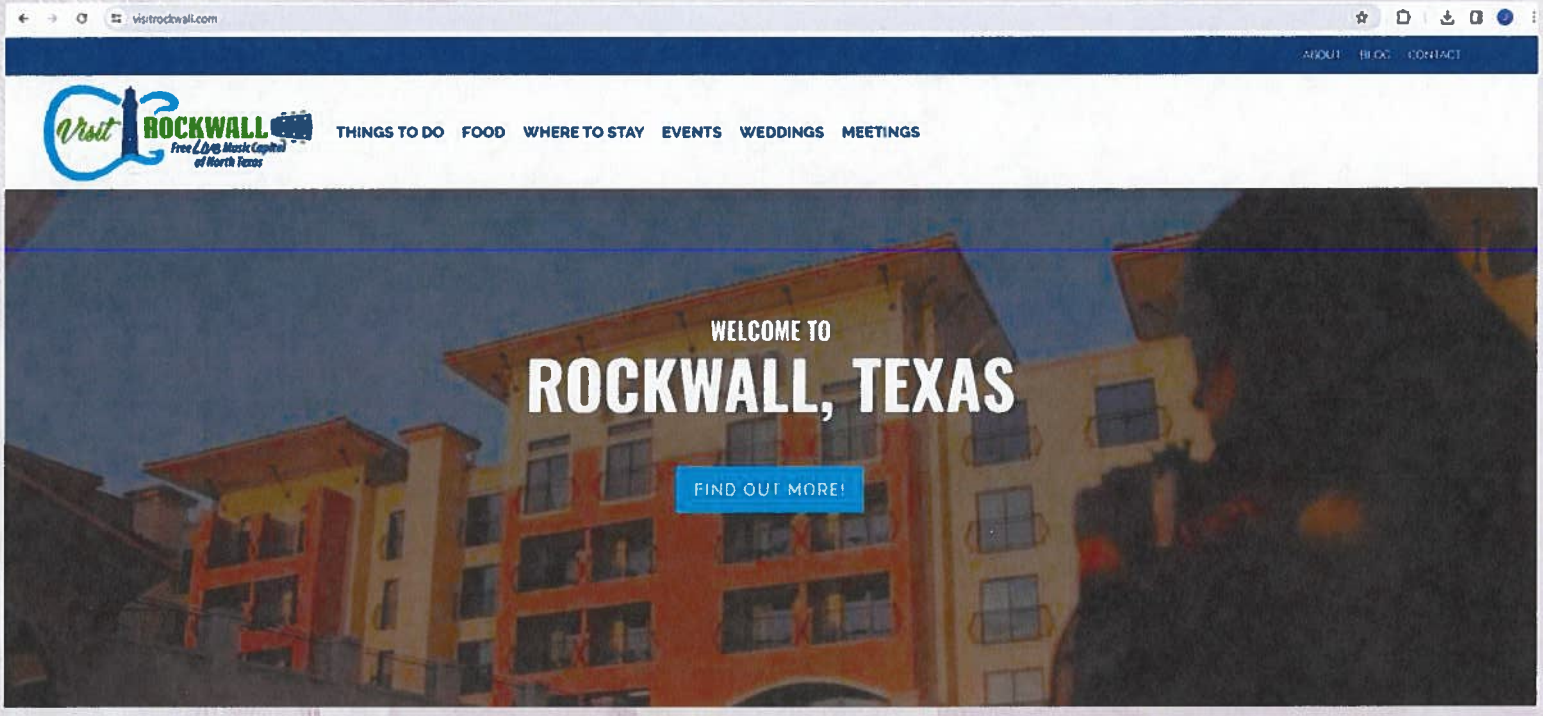
Visit ROCKWALL
Free Live Music Capital of North Texas

QUARTERLY REPORT

OCTOBER - DECEMBER 2023

Jodi Willard
Director of Tourism
VisitRockwall.com

Refreshed Website



We're thrilled to showcase the best of Rockwall in a more user-friendly and visually stunning platform. Whether you're a local looking for hidden gems or a visitor planning your next adventure, our website is your ultimate guide to experiencing the charm of Rockwall.

💻 Fresh Look: Experience Rockwall like never before with our sleek and modern website design.
📅 Meetings & Weddings: Planning a special event? Explore our new section dedicated to meetings and weddings, featuring top venues and services to make your event unforgettable.
🏀 Sprots and Athletics: Planning your next sports tournament? We have the venues to help facilitate your event.
🏨 Where to Stay: Find the perfect accommodation for your stay in Rockwall.
🍴 Where to Eat: Indulge in Rockwall's culinary delights with our curated list of restaurants, cafes, and eateries serving up delicious dishes to satisfy every craving.

Shows/Events Attended

- Destination Southwest
  - Met one on one with 20 meeting planners
  - Received 2 RFPs on site for conferences this year. One did not fit our space size
- TACVB Sales Blitz
  - Met with multiple professional business meeting planners in a group setting to discuss the opportunity of bringing the conference to Rockwall
- Presented speaking points on behalf of Rockwall Meeting Spaces
- Texas Association of CVBs Regional Workshop
  - Hosted 8 regional Destinations for meeting
  - Showcased Local businesses
- Destination Day at State Fair
  - Introduced Rockwall to over 1,000 visitors.
  - Supported the Texas State Trails Initiatives

Destination Southwest Sales Show

Conferences Bid/ Awaiting Response:

- Journeys -
  - Bid by the Hilton will bring in 246 room night over a 4-day period
- Texas Press Association Trade Show -
  - 2026 Conference
  - 275 room nights over a 4-day period
  - requires 10,000 sqft. meeting space
- Texas Propane Board Meeting
  - 2024 Meeting
  - 60 room nights over 2-day period
  - Great space for any hotel in Rockwall

Meetings/Groups Assisted:

- Texas Economic Development
  - Working with local team to organize bid
- Grade School Elite Basketball Tournament
  - Planning to bring 7 multi-day basketball tournaments to Amerisports
  - Assisted with answering hotel room block questions
  - Helped with grant application completion
- North American Police Dog Association
  - 2024 National Conference coming to Rockwall
- WFAA Family First Hometown Christmas
  - Assisted with hosting Family First Hosts
  - Served as point of contact for day of

Destination Day at Texas State Fair

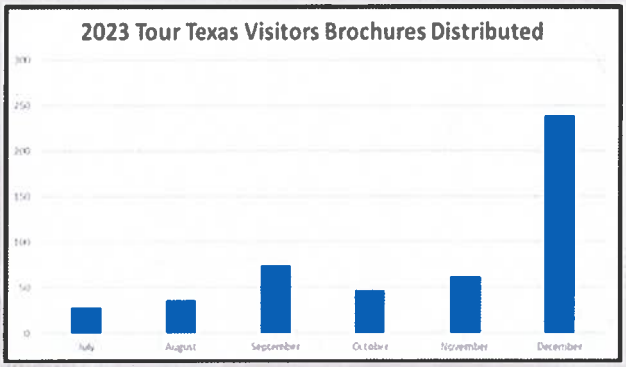
TACVB Regional Workshop

Skate the Lake Family Fun Day

Hometown Christmas Celebration

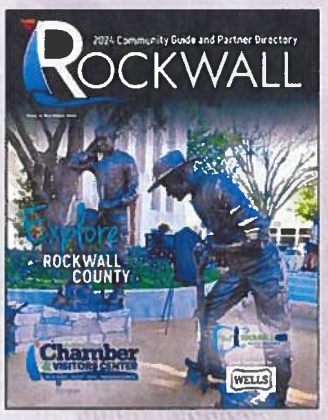
Visit Rockwall continues to work with hotel sales directors and local businesses to distribute print brochures. Partnering with Tour Texas allows us the ability to send visitor packets directly to Texas leisure tourists interested in vacationing in Texas.

As the Rockwall Visitor Center, we hand out printed materials to visitors and new residents to Rockwall regularly.



2024 Community Guide

The community guide serves as a valuable resource for visitors planning to trip to Rockwall. Within its pages, you'll find insightful editorials covering topics such as our schools, housing market, and local businesses, offering a comprehensive first glimpse into what our community has to offer.



Plan to distribute 8,000 Community Guides to visitors:

- Deliver to hoteliers and local businesses
- Organize a Pick Up Party for Realtors
- Have available in Visitor's Center
- Send to potential visitors who request them

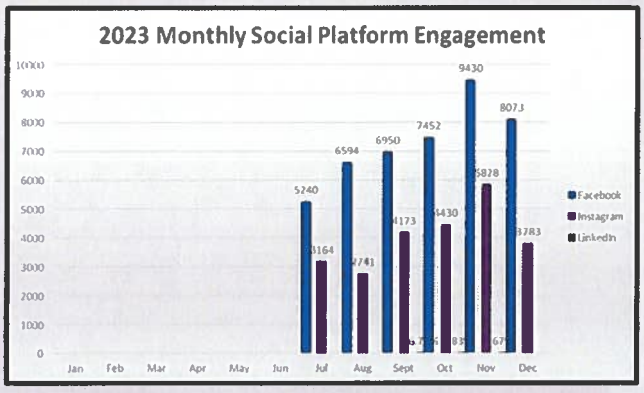
Meeting Planner Guide

Social Media Metrics

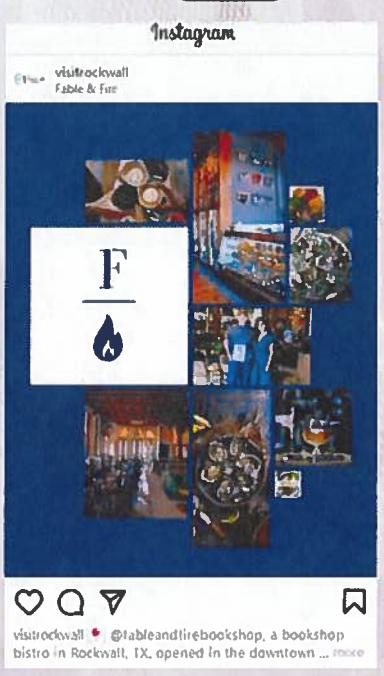
Visit Rockwall promotes tourism through print and digital channels. One of our biggest assets is social media.

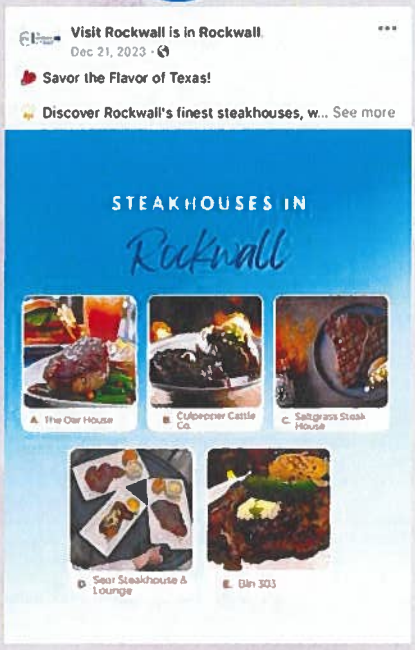
Current Social Media Platforms

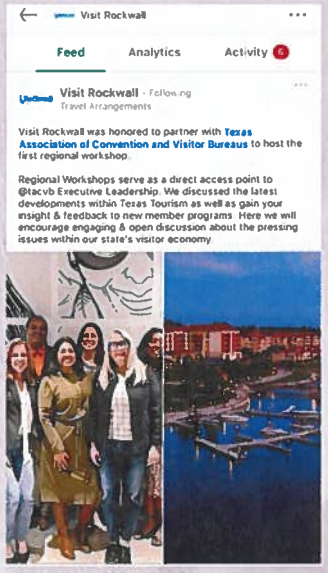
- Facebook
- Instagram
- LinkedIn



Top Performing posts







Our top performing posts of Rockwall are Event and Food related posts.

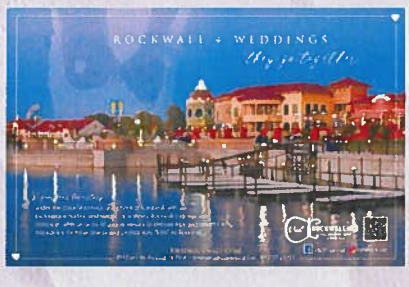
Print & Digital Advertisements

DFW Child

Rockwall Community Map

Texas Meetings & Event

Texas Events Calendar



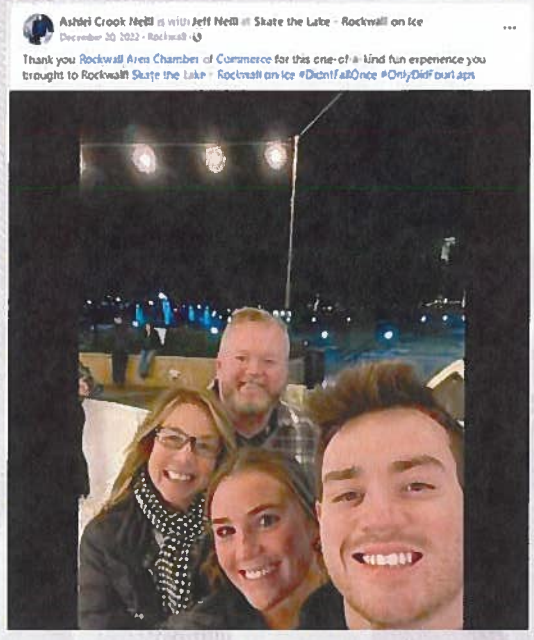
Dallas Bridal Show

Rockwall Community Playhouse Playbill

New Promotional Items

This year, we've introduced distinctive merchandise showcasing Rockwall, including shirts, canvas bags, USB drives, pens, and floating keychains. Whether we're promoting Rockwall to leisure tourists or attendees at meetings, we offer the ideal items to leave a lasting impression.

Skate the Lake Recap



This year's Skate the Lake - Rockwall on Ice was open to visitors and residents from November 22nd - January 2nd for a total of 29 operational days.

- Had 6,134 visitors this season
- 9% of Skate the Lake participants visited from over 50 miles away
- Local businesses hosted their Christmas parties at the ice rink
- Hosted Family Fun Day with over 200 visitors
- Performances from professional skaters & youth events

Rockwall Area Chamber of Commerce & Visitors Center
Hotel Occupancy Tax Financial Review
Program Year 2023-2024 1st Quarter

	Q1 Ending 12/31/2023 2023-2024 Actual	Awarded/Received
Program Year Revenues		
Money Awarded		465,000.00
Payments Received November 3, 2023		116,250.00
Expense		
Digital Advertising/Marketing	7,950.00	
Print Advertising/Marketing	1,767.69	
Misc Advertising/Marketing	3,131.96	
Sales/ Expo Travel	949.74	
Expo Registration Fees	1,125.00	
Misc. Expenses	509.20	
Staffing	36,825.01	
Other Operational Expenses	4,433.25	
Professional Dues / Memberships	500.00	
Website Support	885.36	
Supplies	421.56	
Postage	912.30	
Total Q1 Expenses		59,411.07
Funds Surplus at end of Q1		56,838.93

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:	February 5, 2024
SUBJECT:	Proposed Short-Term Rental (STR) Program

On November 6, 2023, the City Council approved a motion to direct staff to prepare an ordinance creating regulations for *Short-Term Rentals* (*STR's*) by a vote of 7-0. Based on staff's review of this meeting, the purpose of this motion was to have staff create a registration and permitting program that could provide logical regulations and restrictions for STR's operating in the City. Some of the specific regulations and restrictions mentioned by the City Council in this meeting were: [*1*] proximity requirements, [*2*] life safety, [*3*] fire safety, [*4*] commercial insurance, and [*5*] inspection requirements. To address the City Council's direction staff has prepared the attached draft ordinance, which proposes amending the Unified Development Code (UDC) and Municipal Code of Ordinances to create both zoning and regulatory requirements to deal with STR's. Specifically, this ordinance would achieve the following:

- Defines *Short-Term Rental* as "…a residential dwelling unit, apartment, condominium, or *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* in which the entire structure or a portion thereof is offered for rent for a period exceeding 12-hours, but less than 30 consecutive days, to a particular occupant." This definition goes on to define a *Short-Term Rental* as a residential land use in accordance with the definition contained in the *Tax Code* and in conformance with previous Texas court decisions (*i.e. Zaatari, Tarr, Cauthorn, and Schack*).

- Creates three (3) distinct categories of *Short-Term Rentals*, which are as follows:

  (1) *Short-Term Rental (Owner-Occupied Single-Family Home, Townhome, or Duplex)*. A single-family home, townhome, or duplex -- *or portion thereof* -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (*i.e. occupies the primary structure*) and is present during the rental. This includes when a *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property.

  (2) *Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex)*. A single-family home, townhome, or duplex -- *or a portion thereof* -- in which the property owner or operator does not occupy the dwelling unit during the rental, or that the owner or property owner does not occupy another dwelling unit -- *or portion thereof* -- on the same property (*i.e. the property owner or operator is not on-site as an occupant during the rental of the property*).

  (3) *Short-Term Rental (Apartment or Condominium)*. An apartment or condominium (*or similar multi-family structure, excluding duplexes, but including triplexes or quadplexes, as defined in this Unified Development Code [UDC]*) -- *or a portion thereof* -- in which the property owner or operator may or may not be an occupant of the dwelling unit during the rental.

- Amends the *Permissible Land Use Charts* contained in Article 04, *Permissible Uses*, of the Unified Development Code (UDC) to allow *Short-Term Rentals* in all of the City's *Single-Family* zoning districts and in the Two-Family (2F) District, Downtown (DT) District, Multi-Family 14 (MF-14) District, and Residential-Office (RO) District. This would specifically prohibit the *Short-Term Rental* land use within the City's non-residential zoning district, which is consistent with the definition established above.

- Creates *Conditional Land Use Standards* for each type of *Short-Term Rental* that regulate the location and types of land uses that can be established with the *STR*. With regard to *Non-Owner Occupied STR's*, a proximity requirement of 250-feet was used to prevent the proliferation of *Non-Owner Occupied STR's* in residential subdivisions; however, the ordinance does allow the City Council to consider a Specific Use Permit (SUP) to allow closer proximity on a *case-by-case* basis. In addition, a percentage of units was established to regulate the number of *STR's* (*i.e. both owner occupied and non-owner occupied*) permitted in an apartment or condominium building. Staff should note that there is precedence for the use of both of these methods to restricting *STR's* in other City's *STR* ordinances (*i.e. the City of Waco uses a 500-foot proximity requirement and the City of San Antonio uses a percentage of units requirement*). In addition, staff should note that proximity requirements are already used for several land uses within the City's Unified Development Code (UDC).

- Creates a *Short-Term Rental Permit and Registration Program*. In conjunction with the proposed ordinance, staff has also created a permit application and registration form that shows the information that would be collected as part of the proposed program. Based on the proposed ordinance, a $500.00 application fee would be required to register a *STR* and the registration and permit would be valid for a period of three (3) years once issued.

- Creates *General Standards* for *Short-Term Rentals* that include requirements associated with advertising, parking, temporary structures, trash, signage, life safety requirements, conduct on premises, tenant notification requirements, and payment of hotel occupancy tax. The applicant of a *Short-Term Rental Permit* would be required to self-certify current and continued compliance with these requirements.

- Establishes enforcement and penalty procedures for *Short-Term Rentals*. Specifically, the ordinance establishes specific violations and a penalty that can range from $250.00 to $500.00 per violation. In addition, if a *STR* accrues three (3) violations in any consecutive six (6) month period, the *Short-Term Rental Permit and Registration* for the *STR* is revoked and the property owner would be prohibited from reapplying for a new *Short-Term Rental Permit and Registration* for a period of six (6) months. Staff should note that many of the cities surveyed have created similar requirements; however, many of these cities use a 12-month penalty for reapplication. In this case, it was determined that a six (6) month penalty was sufficient.

- Requires a *Responsible Party* as part of the *Short-Term Rental Permit and Registration*. A *Responsible Party* is a "…local representative that resides in Rockwall County and who is available at all time the rental is in use." The purpose of this requirement is to discourage absentee ownership, and ensure there is a point of contact that is local and can remedy any issues or violations for the City or the occupants of the *STR* during a rental. This requirement was contained in almost every cities' ordinance that staff surveyed.

- Creates an appeal process for any administrative decisions made by staff as required by the ordinance. Since this would be an appeal to an administrative decision, the ordinance requires all appeals to be heard by the Board of Adjustments (BOA) in accordance with existing procedures.

- Establishes *Non-Conforming Rights* for properties that are able to prove they have been operating as a *Short-Term Rental* prior to the adoption of the proposed ordinance. This includes exemptions to certain zoning requirements (*i.e. the proximity requirements and the permissible use zoning districts*). With this being said, under the proposed program these existing *STR's* would still be required to register and apply for a permit through the proposed program by a specified date (*i.e. the Grace Period*).

In establishing these requirements, staff researched other cities' ordinances to ensure that what was being proposed was not atypical for regulating *Short-Term Rentals*. Staff should note, that the majority of the cities surveyed by staff had more restrictive ordinances than what is currently being proposed. With this being said, the proposed ordinance is an example of a program that can be adopted to regulate *STR's*, and staff can make any adjustments, additions, or omissions desired by the City Council. To assist the City Council in making a decision regarding the proximity requirements, staff has included a map showing the locations of the City's existing known *STR's* and proximity circles or buffers showing a 250-foot, 500-foot, and 1,000-foot separation requirement. In addition, staff has also provided a copy of the proposed draft ordinance and a copy of the *Short-Term Rental Permit and Registration* application form. If the City Council chooses to move forward with the attached draft ordinance, the following would be the schedule for the proposed text amendment:

Planning and Zoning Commission Work Session: February 27, 2024
Planning and Zoning Commission Public Hearing: March 12, 2024
City Council Public Hearing/1st Reading: March 18, 2024
City Council 2nd Reading: April 1, 2024

Should the City Council have any questions concerning the proposed text amendment staff will be available at the *February 5, 2023* City Council meeting.

(E) A Bed and Breakfast shall be subject to an annual inspection by the Fire Department.

(F) All applicable hotel/motel taxes shall be paid.

(G) The maximum length of a guests stay is shall be limited to 14 consecutive days in any 30-day period.

(H) A Specific Use Permit (SUP) for a Bed and Breakfast shall be reviewed six (6) months after the adoption of the Specific Use Permit (SUP) and annually thereafter unless otherwise stipulated by the Specific Use Permit (SUP) ordinance.

(3) *Duplex.*

(A) Duplexes shall be limited to two (2) dwelling units (i.e. two [2] families) per lot or parcel of land.

(B) See the standards for the Two-Family (2F) District Subsection 07.01, *Residential District Development Standards*, of Article 05, *District Development Standards*.

(4) *Attached Garage.*

(A) See Subsection 07.04, *Accessory Structure Development Standards*, of Article 05, *District Development Standards*.

(5) *Detached Garage.*

(A) See Subsection 07.04, *Accessory Structure Development Standards*, of Article 05, *District Development Standards*.

(6) *Guest Quarters/Secondary Living Unit.*

(A) Guest Quarters or Secondary Living Units may be allowed on a property in a residential zoning district provided that it is ancillary to a single-family home.

(B) The area of such quarters shall not exceed 30% of the area of the main structure.

(C) No such use may be sold or conveyed separately without meeting the requirements of the zoning district and the subdivision ordinance.

(D) Guest Quarters or Secondary Living Units not meeting the requirements stated above shall require a Specific Use Permit (SUP).

(7) *Home Occupation.*

(A) The Home Occupation use must clearly be incidental and secondary to the primary use of the property as a residence.

(B) No person outside the family may be employed in the Home Occupation use.

(C) There shall be no exterior display, signage, exterior storage of materials, and/or other exterior indication of the Home Occupation use or variation from the residential character of the principal building.

(D) No traffic shall be generated by such Home Occupation than would normally be expected in the neighborhood.

(E) No nuisance, offensive noise, vibration, smoke, dust, odors, heat, glare, or electrical disturbance shall be generated.

(F) A Home Occupation may not be interpreted to include facilities for the repair of motor vehicles, repair of small motors, or a daycare center.

(8) *Full-Service Hotel.*

(A) The minimum room count for a Full-Service Hotel shall be 250-rooms.

(B) Each guestroom shall have a minimum square footage of 380 SF.

(C) A Full-Service Hotel shall have a full-service restaurant and kitchen that provides service to the general public.

(D) A Full-Service Hotel shall have staff that is present 24-hours a day, seven (7) days a week.

(E) A Full-Service Hotel shall have the following minimum amenities: [1] a minimum 10,000 SF meeting or conference room, and [2] a swimming pool with a minimum area of 1,000 SF.

(9) *Multi-Family Structure or Development.*

(A) See Subsection 07.02, *Multi-Family District Development Standards*, of Article 05, *District Development Standards*.

(10) *Portable Building.*

(A) See Subsection 07.04, *Accessory Structure Development Standards*, of Article 05, *District Development Standards*.

(11) *Residential Infill in or Adjacent to an Established Subdivision.*

(A) For the purposes of this Article, an Established Subdivision shall be defined as a subdivision that consists of five (5) or more lots, that is 90% or more developed, and that has been in existence for more than ten (10) years.

(B) All proposed residential infill housing that is located within an Established Subdivision or a lot or tract of land that is located with 500-feet of an Established Subdivision shall be required to apply for a Specific Use Permit (SUP).

(C) As part of the Specific Use Permit (SUP) request the applicant shall be required to submit a residential plot plan or site plan, landscape plans, and building elevations of the proposed home.

(D) In reviewing the proposed Specific Use Permit (SUP), the Planning and Zoning Commission and City Council shall consider the proposed size, location, and architecture of the home compared to the existing housing in the Established Subdivision.

(E) All housing proposed under this section shall be constructed to be architecturally and visually similar or complimentary to the existing housing in the Established Subdivision.

(12) *Short-Term Rental (Owner-Occupied Single-Family Home, Townhome, or Duplex).*

(A) The *Short-Term Rental* shall not incorporate accessory land uses that are not permitted within the underlying zoning district (*e.g. Banquet Facility/Event Hall which*

includes meeting halls and wedding venues) as stipulated by the *Permissible Use Charts* contained within this *Article*.

(B) In order to establish and operate a *Short-Term Rental (Owner Occupied Single-Family Home, Townhome, or Duplex)* in the City of Rockwall, a permit and registration shall be required in accordance with the requirements of Article 2, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

(13) *Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex).*

(A) *Short-Term Rentals* that are *Non-Owner-Occupied* shall not be located within 250-feet of another *Short-Term Rental* that is *Non-Owner Occupied*; however, *Short-Term Rentals* that were in existence prior to [*INSERT APPROVAL DATE*] that [*1*] meet the criteria established in Subsection 06.05, *Non-Conforming Short-Term Rentals*, of this *Article*, and [*2*] received a valid permit and registration -- *in accordance with Article 2, Short-Term Rentals, of Chapter 13, Rental Housing, of the Municipal Code of Ordinances* -- prior to [*INSERT GRACE PERIOD DATE*] shall be exempted from the proximity requirements.

(B) *Short-Term Rentals* that are *Non-Owner-Occupied* that do not meet proximity requirements may be considered on a *case-by-case* basis by the Planning and Zoning Commission and City Council through a Specific Use Permit (SUP). In considering a Specific Use Permit (SUP) for a *Short-Term Rental* that is *Non-Owner-Occupied* the Planning and Zoning Commission and City Council shall consider the size, location, and impact of the proposed and existing *Short-Term Rentals* on the adjacent residential properties and their occupants.

(C) The *Short-Term Rental* shall not incorporate accessory land uses that are not permitted within the underlying zoning district (*e.g. Banquet Facility/Event Hall which includes meeting halls and wedding venues*) as stipulated by the *Permissible Use Charts* contained within this *Article*.

(D) In order to establish and operate a *Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex)* in the City of Rockwall, a permit and registration shall be required in accordance with the requirements of Article 2, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

(14) *Short-Term Rental (Apartment or Condominium).*

(A) The number of *Short-Term Rentals* permitted within an *Apartment Complex, Condominium Building*, or any other multi-family structure -- *as defined by this land use in Article 13, Definitions, of this Unified Development Code (UDC)* -- shall be limited to a total of five (5) percent of the total units situated on a single parcel of land. For example, if a *Condominium Building* consisted of 100-units on a single parcel of land, a total of five (5) of the units could be established as *Short-Term Rentals*. In cases where there is a remainder in the number of units, the number of units shall round up (*e.g. 25-Units x 5.00% = 1.25-Units or 2-Units*).

(B) In order to establish and operate a *Short-Term Rental (Apartment or Condominium)* in the City of Rockwall, a permit and registration shall be required in accordance with the requirements of Article 2, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

~~(12)~~(15) *Single-Family Attached Structure.*

(A) See Section 03, *Residential Districts*, of Article 05, *District Development Standards*.

(B) See Subsection 07.01, *Residential District Development Standards*, of Article 05, *District Development Standards*.

~~(13)~~(16) *Single-Family Detached Structure.*

(A) See Section 03, *Residential Districts*, of Article 05, *District Development Standards*.

(B) See Subsection 07.01, *Residential District Development Standards*, of Article 05, *District Development Standards*.

~~(14)~~(17) *Single-Family Zero Lot Line Structure.*

(A) A five (5) foot maintenance easement is required on the non-zero-lot-line side of the structure.

(B) See Section 03, *Residential Districts*, of Article 05, *District Development Standards*.

(C) See Subsection 07.01, *Residential District Development Standards*, of Article 05, *District Development Standards*.

~~(15)~~(18) *Townhouse.*

(A) See Section 03, *Residential Districts*, of Article 05, *District Development Standards*.

(B) See the standards for the Two-Family (2F) District Subsection 07.01, *Residential District Development Standards*, of Article 05, *District Development Standards*.

~~(16)~~(19) *Urban Residential.*

(A) Urban Residential includes residential development that at least partly face streets, public sidewalks, or common open space, and/or which are located above retail, office or service uses.

(B) Ground floor urban residential should have direct access to a sidewalk via a stoop or landing, and a majority of parking should be located in a structure.

(C) *Institutional and Community Service Land Uses.*

(1) *Assisted Living Facility.*

(A) These facilities shall include establishments that accommodate seven (7) or more residents. For facilities with six (6) or fewer residents see Group or Community Home in Subsection 02.03(C)(5).

(2) *Church/House of Worship.*

designated use of any development, structure, or part thereof, where official approval and the required building permits were granted before the enactment of this Unified Development Code (UDC), or any amendment thereto, where construction, conforming with the plans, shall have been started prior to the effective date of the ordinance from which this Unified Development Code is derived or such amendment, and where such construction shall have been completed in a normal manner within the subsequent 12-month period, with no interruption, except for reasons beyond the builder's control.

(D) *Damage Due to Acts of God*. Any non-conforming structure which is damaged more than 75% of its then appraised tax value above the foundation, by fire, flood, explosion, wind, earthquake, war, riot or other calamity or act of God, shall not be restored or reconstructed and used as it was before the damaging event. If such structure is damaged less than 75% of its then appraised tax value above the foundation, it may be restored, reconstructed, or used as before, provided that the restoration or reconstruction is completed within 12 months of the damaging event. The 12-month period does not include any necessary litigation.

(E) *Repair of Unsafe Buildings, Structures and Sites*. Nothing in this Unified Development Code (UDC) shall be construed to prohibit the strengthening or repair of any part of any building or structure declared unsafe by proper authority, unless such repairs exceed 50% of the replacement cost of the building. If the repairs exceed 50%, the building shall be brought into conformity with all requirements of the zoning district in which it is located.

(F) *General Repairs and Maintenance*.

(1) On any non-conforming structure or portion of a structure containing a non-conforming use, no work may be done in any period of 12 consecutive months on ordinary repairs, or on repair or replacement of non-load-bearing walls, fixture, wiring, or plumbing to an extent exceeding ten (10) percent of the current replacement cost of the non-conforming structure or non-conforming portion of the structure as the case may be.

(2) If 50% or more of a non-conforming structure containing a non-conforming use becomes physically unsafe or unlawful due to lack of repairs or maintenance, and is declared by a duly authorized official to be unsafe or unlawful by reason of physical condition, it shall not thereafter be restored, repaired or rebuilt except in conformity with the regulations of the district in which it is located.

(G) *Moving of a Non-conforming Building or Structure*. No non-conforming building or structure shall be moved in whole or in part to any other location on the lot, or on any other lot, unless every portion of the building or structure is made to conform to all the regulations of the district.

(H) *Non-conforming Lot Sizes*. All lots used for storage that do not require a building and the use of such lot is made non-conforming by this Unified Development Code (UDC) or amendments thereto shall cease to be used for such storage within six months of the date of adoption of the ordinance from which this Unified Development Code (UDC) is derived, or amendments [*thereto*].

SUBSECTION 06.05: NON-CONFORMING SHORT-TERM RENTALS

Short-Term Rentals, as defined in Article 13, *Definitions*, of this Unified Development Code (UDC), shall be considered to be legally in existence for the purpose of establishing vested or non-conforming rights regarding the zoning requirements if all of the following criteria is met by the owner of a *Short-Term Rental*:

(A) The owner of a property provides a property deed or proof of ownership showing that the property was purchased prior to [*INSERT APPROVAL DATE*].

(B) The owner of the property can provide proof that the property was used as a *Short-Term Rental* (*i.e. a listing, proof of rental, etc.*) *OR* proof of payment of hotel occupancy tax to the City of Rockwall.

LAND USE SCHEDULE

LEGEND:

	Land Use *NOT* Permitted
P	Land Use Permitted *By-Right*
P	Land Use Permitted with Conditions
S	Land Use Permitted Specific Use Permit (SUP)
X	Land Use Prohibited by Overlay District
A	Land Use Permitted as an Accessory Use

LAND USES	LAND USE DEFINITION REFERENCE [Reference Article 13, *Definitions*]	CONDITIONAL USE REFERENCE Reference [Article 04, *Permissible Uses*]	RESIDENTIAL DISTRICTS												MIXED USE DISTRICTS		NON-RESIDENTIAL DISTRICTS						OVERLAY DISTRICTS		
			Agricultural (AG) District	Single Family Estate 1.5 (SFE-1.5) District	Single Family Estate 2.0 (SFE-2.0) District	Single Family Estate 4.0 (SFE-4.0) District	Single Family 1 (SF-1) District	Single Family 16 (SF-16) District	Single Family 10 (SF-10) District	Single Family 8.4 (SF-8.4) District	Single Family 7 (SF-7) District	Zero Lot-Line (ZL-5) District	Two-Family (2F) District	Multi-Family 14 (MF-14) District	Downtown (DT) District	Residential Office (RO) District	Neighborhood Services (NS) District	General Retail (GR) District	Commercial (C) District	Heavy Commercial (HC) District	Light Industrial (LI) District	Heavy Industrial (HI) District	Scenic Overlay (SOV) District	SH-66 Overlay (SH-66) District	IH-30 Overlay (IH-30 OV) District
Residential Garage	(7)	(4) & (5)	A	A	A	A	A	A	A	A	A	A	A	A	A	A									
Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit	(8)	(6)	A	A	A	A	A	A	A	S	S	S	S	P											
Home Occupation	(9)	(7)	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
Limited-Service Hotel	(10)														S			S	S		S				
Full-Service Hotel	(11)	(8)													S			S	S		S				
Residence Hotel	(12)														S			S	S		S				
Motel	(13)														S			S	S		S				
Multi-Family Development or Structure	(14)	(9)												P											
Portable Building	(15)	(10)		P	P	P	P	P	P	P	P	P	P												
Residential Infill in an Established Subdivision	(16)	(11)	S	S	S	S	S	S	S	S	S	S	S	S	S	S									
Short-Term Rental (Owner-Occupied, Single-Family Home, Townhome, or Duplex)	(17)	(12)		P	P	P	P	P	P	P	P	P	P	P	P	P									
Short-Term Rental (Non-Owner-Occupied, Single-Family Home, Townhome, or Duplex)	(17)	(13)		P	P	P	P	P	P	P	P	P	P	P	P	P									
Short-Term Rental (Apartment or Condominium)	(17)	(14)		P	P	P	P	P	P	P	P	P	P	P	P	P									
Single-Family Attached Structure	~~(1718)~~	~~(1215)~~										P	P	P											
Single-Family Detached Structure	~~(1819)~~	~~(1316)~~	P	P	P	P	P	P	P	P	P	P	P	P		P									
Single-Family Zero Lot Line Structure	~~(1920)~~	~~(1417)~~										P	P	P		P									
Private Swimming Pool	~~(2021)~~		A	A	A	A	A	A	A	A	A	A	A	A	A	A									
Private Tennis Court	~~(2122)~~		A	S	S	S	S	S	S	S	S	S	S	S		S									
Townhouse	~~(2223)~~	~~(1518)~~												P		P									
Urban Residential	~~(2324)~~	~~(1619)~~												S	S										
INSTITUTIONAL AND COMMUNITY SERVICE LAND USES	2.02(C)	2.03(C)																							
Assisted Living Facility	(1)	(1)												P	S	S	S	S	S		S				
Blood Plasma Donor Center	(2)																	P	P	P	P	P			
Cemetery/Mausoleum	(3)		S														P	P	P	P	P	P			

vehicles are kept for remuneration, hire, or sale and where a retail service station may be maintained as a secondary use.

(7) *Residential Garage*. A residential accessory building used for the storage motor vehicles. These structures are typically attached to the primary structure; however, they may also be a detached structure.

(8) *Guest Quarters/Secondary Living Unit*. An accessory building designed for the temporary occupancy of guests of the primary dwelling for which there is no remuneration and is not rented or otherwise used as a separate domicile.

(9) *Home Occupation*. A commercial use customarily carried on in the home by members of the occupant family without structural alterations in the principal building or any of its rooms, without offering any commodity or service for sale on premises, without the installations of machinery or additional equipment other than that customary to normal household operations, without the employment of additional persons, without the use of a sign to advertise the occupations, and which does not cause the generation of other than normal noise, and pedestrian and vehicular traffic.

(10) *Limited-Service Hotel*. A building or group of buildings used as a temporary dwelling place for individuals in exchange of financial consideration where customary hotel services such as linen, maid service, and telephone are provided. Hotel room units are accessed through doorways into an internal hallway, courtyard, or lobby. Financial consideration for hotel room units is generally calculated on a nightly basis.

(11) *Full-Service Hotel*. A building or group of buildings designed for and occupied as a temporary dwelling place. Access to guestrooms shall be restricted exclusively to interior corridors, that shall be accessed via the main lobby of the building or entryways individually equipped with some form of security-controlled access system. Customary hotel services such as linen, maid service, telephone, and other guest amenities are provided and may also contain various personal service shops.

(12) *Residence Hotel*. A building or group of buildings used as a temporary dwelling place for individuals in exchange for financial consideration where customary hotel services such as linen, maid service, and telephone are provided. Residence hotel room units are designed to be suitable for long-term occupancy with financial consideration being calculated on a nightly, weekly, and/or monthly basis. Typical residence hotel attributes include, but are not limited to, kitchen facilities, two-story design, and external doorways into room units.

(13) *Motel*. A building or group of buildings used as a temporary dwelling place for individuals in exchange for financial consideration where customary hotel services such as linen, maid service, and telephone are provided. Each motel room unit has direct access to the outside. Financial consideration for motel room units is generally calculated on a nightly basis.

(14) *Multi-Family Structure or Development*. A development consisting of at least three (3) single-family dwelling units grouped into a single building or multiple buildings on an individual parcel of land. Examples of a *Multi-Family Development* include Triplexes, Quad or Fourplexes, apartments, condominiums, and etcetera.

(15) *Portable Building*. A temporary building that may or may not have a foundation and is transportable.

(16) *Residential Infill in or Adjacent to an Established Subdivision*. The 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.

(17) *Short-Term Rental*. A *Short-Term Rental* is a residential dwelling unit, apartment, condominium, or *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* in which the entire structure or a portion thereof is offered for rent for a period exceeding 12-hours, but less than 30 consecutive days, to a particular occupant. In practice, a *Short-Term Rental* is considered to be a residential land use, and is *not* considered to be a *Limited-Service Hotel*, *Full-Service Hotel*, *Residence Hotel*, *Motel*, or *Bed and Breakfast* as defined in this Unified Development Code (UDC). *Short-Term Rentals* can be further defined based on the following three (3) categories:

(a) *Short-Term Rental (Owner-Occupied Single-Family Home, Townhome, or Duplex)*. A single-family home, townhome, or duplex -- *or portion thereof* -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (*i.e. occupies the primary structure*) and is present during the rental. This includes when a *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property.

(b) *Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex)*. A single-family home, townhome, or duplex -- *or a portion thereof* -- in which the property owner or operator does *not* occupy the dwelling unit during the rental, or that the owner or property owner does *not* occupy another dwelling unit -- *or portion thereof* -- on the same property (*i.e. the property owner or operator is not on-site as an occupant during the rental of the property*).

(c) *Short-Term Rental (Apartment or Condominium)*. An *Apartment* or *Condominium* (*or similar multi-family structure, excluding duplexes, but including triplexes or quadplexes, as defined in this Unified Development Code [UDC]*) -- *or a portion thereof* -- in which the property owner or operator may or may not be an occupant of the dwelling unit during the rental.

~~(17)~~(18) *Single-Family Attached Structure*. A single-family residential structure that is occupied by one (1) family and shares a common wall or walls with another single-family residential structure, but that is on an individual lot and can be conveyed individually (*i.e. one [1] dwelling unit per lot*).

~~(18)~~(19) *Single-Family Detached Structure*. A single-family residential structure that is occupied by one (1) family, is situated on a single parcel of land, does not share a common

CHAPTER 13. *RENTAL HOUSING*

ARTICLE 1. *IN GENERAL*

SECTIONS 13-1 – 13-20. *RESERVED*

ARTICLE 2. *SHORT-TERM RENTALS*

SECTION 13-21. *PURPOSE*

The purpose of this *article* is to minimize the impacts of *Short-Term Rentals* on the City of Rockwall's existing residential neighborhoods and buildings, and to provide regulations to preserve and protect the integrity of the City's residential districts while continuing to support the rights or property owners. In addition, the following sections are intended to provide a logical process for the registration, permitting, and inspection of *Short-Term Rentals*. The requirements of this *Article* apply only to the regulation of *Short-Term Rentals*, as defined herein; however, nothing in this *Article* shall be construed to be a waiver of the requirement to assess and collect the required *Hotel Occupancy Taxes* for any *Short-Term Rental* for less than 30 consecutive days, or any applicable provision of the City of Rockwall's Municipal Code of Ordinances.

SECTION 13-22. *DEFINITIONS*

Hotel Occupancy Tax. The *Hotel Occupancy Tax* as defined Article IV, *Hotel Occupancy Tax*, of Chapter 40, *Taxation*, of the City's of Rockwall's Municipal Code of Ordinance and Chapter 3, *Tax Administration*, of the Texas Tax Code.

Responsible Party. An individual other than the applicant, who resides within Rockwall County, and who is designated by the owner/applicant to act as the owner's authorized agent if the owner has traveled outside of the immediate area or is otherwise unavailable. The local emergency contact should be available on a 24-hour basis, have access to the *Short-Term Rental* property, and be authorized by the owner to act in the owner's absence to address any complaints, disturbances, emergencies and property conditions.

Short-Term Rental. A *Short-Term Rental* is a residential dwelling unit, apartment, condominium, *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* in which the entire structure or a portion thereof is offered for rent for a period exceeding 12-hours, but less than 30 consecutive days, to a particular occupant. The term does not include: [*1*] a *Bed and Breakfast;* [*2*] a *Motel*, *Limited Service Hotel*, *Full-Service Hotel*, or *Residence Hotel*; [*3*] a *Boarding House*; [*4*] a place for residence or use as a licensed health care or *Assisted Living Facility*.

Single-Family Residence. As defined by the Municipal Code of Ordinances and in this *Article*, which includes the following:

(1) *Single-Family Dwelling (Detached)*. A dwelling designed and constructed for occupancy by one (1) family and located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract, and which is located in a single-family zoning district or Planned Development District.

(2) *Single-Family Dwelling (Attached)*. A dwelling which is joined to another dwelling at one (1) or more sides by a party wall or abutting separate wall and which is designed for occupancy by one (1) family and which is located on a separate platted lot, delineated by front, side, and rear lot lines.

(3) *Two Family Dwelling*: A single structure designed a constructed with two (2) dwelling units under a single roof for occupancy by two (2) families, one (1) in each unit.

(4) *Condominium*. The separate ownership of single dwelling units in a multiple unit structure/structures with common elements.

(5) *Multi-Family Dwelling or Apartment*. Any building or portion of a building, which is designed, built, rented, leased, or let to be occupied as three (3) or more dwelling units or apartments or which is occupied as a home or place of residence by three (3) or more families living in independent dwelling units.

SECTION 13-23. *AUTHORITY*

The Director of Planning and Zoning and/or the Building Official shall implement and enforce the requirements of this *Article* and may by written order establish such procedures, rules, and or regulations -- *not inconsistent with the requirements of this Article or other City ordinances* -- necessary to implement the intent of this *Article*.

SECTION 13-24. *TYPES OF SHORT-TERM RENTALS*

The three (3) classifications of *Short-Term Rentals* shall be consistent with the definitions contained in Article 13, *Definitions*, of the Unified Development Code (UDC), and are further defined as follows:

(a) *Owner-Occupied Single-Family Home, Townhome, or Duplex*. A *Short-Term Rental* under this classification shall be subject to the following conditions:

(1) The *Short-Term Rental* shall be for a period of time that is less than 30 consecutive days.

(2) A sleeping area must -- *at a minimum* -- include the shared use of a full bathroom.

(3) The property owner or *Responsible Party* is generally present on-site at the *Short-Term Rental Property* during the entire term of the rental.

(4) The *Short-Term Rental* may *not* operate without a *Short-Term Rental Permit* as required by Section 13-25, *Permit and Registration Requirements* of this *Article*.

(b) *Non-Owner-Occupied Single-Family Home, Townhome, or Duplex*. A *Short-Term Rental* under this classification shall be subject to the following conditions:

(1) The *Short-Term Rental* shall be for a period of time that is less than 30 consecutive days.

(2) The *Short-Term Rental* shall be for the entire dwelling unit.

(3) The property owner or responsible party is *not* present on-site during the term of the rental of the *Short-Term Rental Property*.

(4) The *Short-Term Rental* may *not* operate without a *Short-Term Rental Permit* as required by Section 13-25, *Permit and Registration Requirements* of this *Article*.

(c) *Apartment or Condominium Unit*. A *Short-Term Rental* under this classification shall be subject to the following conditions:

(1) The *Short-Term Rental* may be owner-occupied or non-owner-occupied.

(2) The *Short-Term Rental* shall be for a period of time that is less than 30 consecutive days.

(3) A sleeping area must -- *at a minimum* -- include the shared use of a full bathroom.

(4) The property owner or responsible party may or may not be generally present on-site during the entire term of the rental of the *Short-Term Rental Property*.

(5) The *Short-Term Rental* may *not* operate without a *Short-Term Rental Permit* as required by Section 13-25, *Permit and Registration Requirements* of this *Article*.

SECTION 13-25. *PERMIT AND REGISTRATION REQUIREMENTS*

(a) *Applicability*. No person shall advertise, offer for rent or lease, establish or operate a *Short-Term Rental* on any property within the City of Rockwall without registering and being approved for a *Short-Term Rental Permit*. A *Short-Term Rental Permit* shall be required for each physical address, regardless of the ownership of the property or the physical attributes of the structure situated on the property (*e.g. the number of bedrooms, bathrooms, cooking facilities, etc.*).

(b) *Short-Term Rental Permit*. An application for a *Short-Term Rental Permit* shall be submitted on a form provided by the City of Rockwall. A *Short-Term Rental Permit* shall be accompanied by an application fee of $500.00, and shall include the following information:

(1) *Ownership Information*. The name, street address, email address, and telephone number of the owner of the *Short-Term Rental*, and verification if the *Short-Term Rental* is owner occupied (*i.e. the applicant's residence*). If the owner of the property is a partnership, a corporation, or limited liability company, the application shall list the names of all partners, directors, members, or officers -- *as applicable* -- of ownership entity.

(2) *Responsible Party*. The name, street address, email address, and telephone number of the *Responsible Party* (*see Section 13-28, Enforcement or Penalty*).

(3) *Site Plan*. A *Site Plan* showing the location of the *Short-Term Rental* and the parking areas provided for the *Short-Term Rental*.

(4) *Pictures*. Pictures of the subject property showing the rear, front, and side yards of the subject property shall be provided. In addition, pictures of all structures -- *one (1) per each façade of a structure* -- and any on-site amenities shall be provided.

(5) *Self-Certification of Compliance*. A sworn self-certification that the owner of the *Short-Term Rental* is in compliance with and will continue to comply with the standards and other requirements of this *Article*.

(6) *Acknowledgement of this Article*. Acknowledgement of receipt of a copy of this *Article* and agreement to comply with all provisions contained within this *Article* as a condition to receiving and consent to inspection while maintaining a *Short-Term Rental Permit*.

(c) *Completeness of Short-Term Rental Permit Application*. Applications for a *Short-Term Rental Permit* shall *not* be considered complete until all documentation required by this *Article* has been submitted and accepted. Incomplete applications will not be accepted.

(d) *Acknowledgement by Applicant*. As part of the submission of an application for a *Short-Term Rental Permit*, the property owner shall acknowledge that a *Short-Term Rental Permit* granted by the City of Rockwall under this *Article* does not supersede any property specific restrictions against *Short-Term Rentals* that may exist under law, agreement, lease, covenant, or deed restriction.

(e) *Expiration of a Short-Term Rental Permit*. Unless revoked by the City of Rockwall in accordance with Section 13-29, *Revocation, Suspension, or Denial of a Short-Term Rental Permit*, of this *Article*, permits shall be valid for a period of three (3) years from the date the permit is issued.

(f) *Renewal of a Short-Term Rental Permit*. 30-days prior to the expiration of a *Short-Term Rental Permit*, the property owner shall apply for the renewal of the *Short-Term Rental Permit* on a form provided by the City of Rockwall. Failure to submit an application 30-days prior to the expiration of the *Short-Term Rental*, shall cause all nonconforming rights to lapse and the application shall be treated as a new application subject to the requirements of this *Article* and Article 04, *Permissible Uses*, of the Unified Development Code (UDC).

(g) *Records*. A property owner or operator of a *Short-Term Rental* shall keep detailed records showing each booking and the fees paid for each rental for at least three (3) years and make this information available to the City of Rockwall upon request.

(h) *Non-Transferability*. A *Short-Term Rental Permit* is not transferable to another property owner or operator, or address or property. Any attempt to transfer the *Short-Term Rental Permit* shall result in the termination of the permit.

SECTION 13-26. *GENERAL STANDARDS FOR SHORT-TERM RENTALS*

All *Short-Term Rentals* permitted pursuant to this *Article* and the requirements of Article 04, *Permissible Uses*, of the Unified Development Code (UDC) shall be subject to the following general standards:

(a) *Advertising*. All advertisements for a *Short-Term Rental* -- *including online or on a proprietary website, application, or other technology* -- shall include the *Short-Term Rental Permit Number* within the description or body of the advertisement for public reference.

(b) *Parking*. Parking shall comply with the requirements of *Table 5: Parking Requirement Schedule* of Article 06, *Parking and Loading*, of the Unified Development Code (UDC); however, all parking shall be on an improved surface (*i.e. gravel, pavers, asphalt, or concrete*) and no parking shall be permitted on an unimproved surface (*e.g. grass, vegetation, soil, etc.*).

(c) *Evacuation Plan*. For all *Short-Term Rentals* that are located within an apartment or condominium building that does not have direct access to the exterior of the building through the front door (*i.e. the primary exit exits to a shared hallway*), shall post an evacuation plan on the front door showing how to exit the building.

(d) *Temporary Structures*. Temporary structures including -- *but not limited to* -- recreational vehicles/campers, vehicles intended for occupancy, tents, canopies/shade structures (*not permitted by the City of Rockwall*), or similar structures/vehicles shall *not* be utilized as *Short-Term Rentals*.

(e) *Trash/Rubbish/Solid Waste*. All trash, rubbish, and/or solid waste shall be completely contained within a City approved container (*i.e. a polycart or approved garbage can*), and no trash, rubbish, and/or solid waste -- *bagged or otherwise* -- shall be placed on the ground.

(f) *Signage*. No external signage shall be installed or constructed on the property indicating or advertising the property as a *Short-Term Rental*. In addition, the property shall maintain compliance with Chapter 32, *Signs*, of the Municipal Code of Ordinances.

(g) *Life Safety*. The *Short-Term Rental* shall comply with the following *Life Safety* requirements:

(1) A standard five (5) pound fire extinguisher (*i.e. 2A:10B:C*) shall be properly mounted within 75-feet of all portions of the *Short-Term Rental* on each floor.

(2) Operable smoke and carbon monoxide detectors shall be installed and conform to all applicable city codes.

(3) All bedrooms/sleeping areas shall have at least one (1) operable emergency point of ingress/egress for rescue and escape (*i.e. windows and/or doors*) in accordance with the City's adopted codes, regulations, and ordinances.

(h) *Conduct On-Premises*.

(1) The property owner and/or *Responsible Party* shall be responsible for informing all occupants of all relevant City of Rockwall codes and the occupants' liability for violating the City's codes.

(2) Excessive noise or other disturbance outside of the *Short-Term Rental* that are in violation of Article IV, *Noise*, of Chapter 16, *Environment*, of the Municipal Code of Ordinances shall be prohibited.

(3) No overnight sleeping outdoors or outdoor sleeping spaces shall be provided as part of the *Short-Term Rental*.

(i) *Tenant Notification*. At a minimum, the property owner and/or responsible party shall post in a visible and obvious location of the *Short-Term Rental* the following information:

(1) The property owner and/or responsible party's contact information and telephone number.

(2) Pertinent information -- *conforming to the general standards of this Article* – including, but not limited to, the location of the required off-street parking or other available parking; the schedule, location and requirements regarding trash/rubbish/solid waste; and information regarding the conduct of guests on-premise.

(3) Information to assist guests in the case of an emergency that poses a threat to personal safety or property. This information should include emergency and non-emergency telephone numbers for police, fire, and medical services.

(4) A notice that failure to conform to the above listed requirements is a violation of the City of Rockwall's Municipal Code of Ordinances and that an owner, occupant, or visitor can be cited for violations of these requirements.

(j) *Hotel Occupancy Tax*. The property owner or *Responsible Party* shall remit all applicable state, county and local hotel occupancy taxes in a timely manner pursuant to all applicable laws and this *Article*.

SECTION 13-27. *INSPECTIONS*

To ensure compliance with the requirements of this *Article* a *Short-Term Rental* may be inspected under the following circumstances:

(1) *Initial Inspection*. As part of the issuance of a new *Short-Term Rental Permit* -- *and any reapplication thereof* --, the City may conduct inspections to verify compliance with the requirements of this *Article*.

(2) *Inspections Upon Complaint or Suspicion of a Violation*. The City of Rockwall may perform inspections when a violation is reported or suspected in accordance with the established code enforcement procedures.

(3) *Inspections for Owner Occupied Short-Term Rentals*. If only a portion of the premises is offered for rent, then that portion plus any shared amenities and points of access shall be inspected.

(4) *Violations Resulting from Inspections*. If upon completion of an inspection, the premises are found to be in violation of one (1) or more provisions of the applicable City codes and ordinances, the City shall provide written notice of such violations and shall set up a subsequent inspection and date for the violation to be corrected prior to its occupancy.

SECTION 13-28. *ENFORCEMENT OR PENALTY*

(a) *Operation without a Short-Term Rental Permit*. A person commits an offense under this *Article* if a person owns or operates a *Short-Term Rental* without a valid *Short-Term Rental Permit*.

(b) *Responsible Party*. The property owner or operator of the *Short-Term Rental* shall designate a *Responsible Party* for each *Short-Term Rental*. The *Responsible Party* is a local representative that resides in Rockwall County and who is available at all times the rental is in use. Should a law enforcement or Neighborhood Improvement Services (NIS) representative respond to a suspected violation at a *Short-Term Rental* and issue a citation, the *Responsible Party* shall be contacted. If applicable, the *Responsible Party* shall contact the occupants within one (1) hour of the issuance of a citation to notify them of the citation and attempt to remedy the situation. Should multiple citations or violations be issued this could result in the revocation of a *Short-Term Rental Permit* in accordance with Section 13-29, *Revocation or Suspension of a Short-Term Rental Permit*, of this *Article*. Failure to update the *Responsible Party* information associated with a *Short-Term Rental Permit* shall be a violation of this *Article*.

(c) *Admission to Premises*. The Building Official or their designee may enforce the provisions of this *Article* upon presentation of proper identification to the occupant in charge of the *Short-Term Rental* and may enter -- *with the occupant's permission* -- any *Short-Term Rental* between the hours of 8:00 AM and 6:00 PM; provided, however, that in cases of emergency where extreme hazards are know to exist, which may involve imminent injury to persons, loss of life, or sever property damage, the Building Official or their designee may enter the *Short-Term Rental* at any time and upon presentation of identification and the occupant's permission shall not apply. Whenever the Building Official is denied admission to inspect any *Short-Term Rental* under this provision, inspection shall be made only under the authority of a warrant issued by a magistrate authorizing the inspection.

(d) *Violations*. Violation of the terms and conditions for *Short-Term Rentals* contained under this *Article* shall be punishable by a fine of not less than $250.00, but not more than $2,000.00 per offense. Penalties for other violations of the City of Rockwall's codes shall be as applicable. Each day a violation of this *Article* continues shall be considered a separate offense, and -- *upon conviction* -- shall be subject to a fine of $250.00 to a maximum of $2,000.00 per violation, per day. In addition, violations of any section of this article may result in the revocation of a *Short-Term Rental Permit* in accordance with Section 13-29, *Revocation or Suspension of a Short-Term Rental Permit*, of this *Article*.

(e) *Failure to Pay Hotel Occupancy Tax*. Failure to timely pay any applicable hotel occupancy tax is a violation of this *Article*. If arrearage is not paid within 90-days of the issuance of a delinquency notice the *Short-Term Rental Permit* shall be revoked in accordance with Section 13-29, *Revocation or Suspension of a Short-Term Rental Permit*, of this *Article*.

SECTION 13-29. *REVOCATION OR SUSPENSION OF A SHORT-TERM RENTAL PERMIT*

SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

City of Rockwall
Neighborhood Improvement Services (NIS) Department
385 S. Goliad Street
Rockwall, Texas 75087

STAFF USE ONLY

RECEIVED BY:	
DATE RECEIVED:	
STR PERMIT NO.	

ACKNOWLEDGEMENTS BY PROPERTY OWNER [PLEASE INITIAL BY EACH STATEMENT]

_____ I acknowledge that a *Short-Term Rental Permit* granted by the City of Rockwall does not supersede any property specific restrictions against *Short-Term Rentals* that may exist under law, agreement, lease, covenant, or deed restriction.

_____ I acknowledge that if three (3) violations/citations occur in any consecutive six (6) month period, that my *Short-Term Rental Permit* will be revoked and that I will not be eligible to apply for a new *Short-Term Rental Permit* for six (6) months from the date of revocation. In addition, I acknowledge that the City of Rockwall will have the right to inspect my property when a violation is reported or suspected.

_____ I acknowledge that a *Short-Term Rental Permit* and any non-conforming rights associated with a *Short-Term Rental Permit* are non-transferable to another property owner or operator, or address or location.

_____ I acknowledge that I am responsible for remitting all applicable state, county, and local hotel occupancy taxes in a timely manner pursuant to all applicable laws and the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinance. I also acknowledge that failure to pay hotel occupancy tax will result in the revocation of my *Short-Term Rental Permit*.

_____ I acknowledge that a *Short-Term Rental Permit* is valid for a period of three (3) years, and -- *as the owner of the subject property* -- it is my responsibility to apply for a renewal 30-days prior to the expiration of my *Short-Term Rental Permit*. Should I fail to submit a renewal application in this time period, I will forfeit all non-conforming rights and be required to submit a new application that will be subject to all the current requirements stipulated by the Unified Development Code (UDC) and Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

REGISTRATION TYPE

☐ New Registration | ☐ Renewal of an Existing Registration

Was this property being used as a short-term rental prior to [*INSERT ORDINANCE APPROVAL DATE*]? ☐ Yes | ☐ No

PROPERTY INFORMATION [PLEASE PRINT]

Address		Zoning			
Subdivision		Lot		Block	
General Location					

TYPE OF SHORT-TERM RENTAL

Please indicate the type of short-term rental being permitted and registered:

☐ *SHORT-TERM RENTAL (OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX)*. A single-family home, townhome, or duplex -- *or portion thereof* -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (*i.e. occupies the primary structure*) and is present during the rental. This includes when a *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property.

☐ *SHORT-TERM RENTAL (NON-OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX)*. A single-family home, townhome, or duplex -- *or a portion thereof* -- in which the property owner or operator does not occupy the dwelling unit during the rental, or that the owner or property owner does not occupy another dwelling unit -- *or portion thereof* -- on the same property (*i.e. the property owner or operator is not on-site as an occupant during the rental of the property*).

☐ *SHORT-TERM RENTAL (APARTMENT OR CONDOMINIUM)*. An apartment or condominium (*or similar multi-family structure, excluding duplexes, but including triplexes or quadplexes, as defined in this Unified Development Code [UDC]*) -- *or a portion thereof* -- in which the property owner or operator may or may not be an occupant of the dwelling unit during the rental.

PROPERTY OWNER INFORMATION [PLEASE PRINT]

Name		Phone					
Mailing Address		City		State		Zip Code	
Email							

RESPONSIBLE PARTY [PLEASE PRINT]

Please note that a *Responsible Party* is required for all *Short-Term Rental Permit* applications. A *Responsible Party* is a local representative that resides in Rockwall County and who is available at all time the rental is in use. The *Responsible Party* must be available within one (1) hour of contact and must be authorized to make decisions regarding the property and its occupants.

☐ Same as Property Owner

Name		Phone					
Mailing Address		City		State		Zip Code	
Email							

SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

City of Rockwall
Neighborhood Improvement Services (NIS) Department
385 S. Goliad Street
Rockwall, Texas 75087

REQUIREMENTS CHECKLIST

Please indicate that the following required items have been provided with this application by checking the box next to each required item:

- ☐ *REGISTRATION FEE*. A $500.00 application fee payable to the City of Rockwall.
- ☐ *SITE PLAN*. A site plan showing the location of the *Short-Term Rental* and the parking areas provided for the *Short-Term Rental*.
- ☐ *PICTURES*. Pictures of the subject property showing the rear, front, and side yards of the subject property. In addition, pictures of all structures -- *one (1) per each façade of a structure* -- and any on-site amenities.

GENERAL STANDARDS CHECKLIST

Please indicate that subject property currently conforms with the following requirements by checking the box next to each general standard:

- ☐ *ADVERTISING*. All advertising for the *Short-Term Rental* -- *including online or on a proprietary website, application, or other technology* -- will include the *Short-Term Rental Permit Number* within the description or body of the advertisement for public reference.
- ☐ *PARKING*. The parking on the subject property currently conforms to the requirements of *Table 5: Parking Requirement Schedule* of Article 06, *Parking and Loading*, of the Unified Development Code (UDC). In addition, I understand that all parking shall be on an improved surface (*i.e. gravel, pavers, asphalt, or concrete*) and no guest or occupant will park on an unimproved surface (*e.g. grass, vegetation, soil, etc.*).
- ☐ *EVACUATION PLAN*. [*ONLY APPLICABLE TO APARTMENTS AND CONDOMINIUMS THAT DO NOT HAVE DIRECT INGRESS/EGRESS TO THE EXTERIOR OF THE BUILDING FROM THE FRONT DOOR*] An evacuation plan showing how to exit the building has been posted on the front door.
- ☐ *TEMPORARY STRUCTURES*. There are *no* temporary structures (*i.e. recreational vehicles/campers, vehicles intended for occupancy, tents, canopies or shade structures that are not permitted by the City of Rockwall, or similar structures or vehicles*) being utilized as a *Short-Term Rental*.
- ☐ *TRASH/RUBBISH/SOLID WASTE*. There are enough City approved containers (*i.e. a polycarts or approved garage cans*) to hold all trash/rubbish/solid waste produced on-site. I also understand that it will be a violation to have any trash/rubbish/solid waste -- *bagged or otherwise* -- placed on the ground.
- ☐ *SIGNAGE*. No external signage shall be installed or constructed on the property indicating or advertising the property as a *Short-Term Rental*.
- ☐ *FIRE EXTINGUISHER*. A standard five (5) pound fire extinguisher (*i.e. 2A:10B:C*) has been properly mounted within 75-feet of all portions of the *Short-Term Rental* on each floor.
- ☐ *SMOKE AND CARBON MONOXIDE DETECTORS*. Operable smoke and carbon monoxide detectors have been installed in the *Short-Term Rental* in accordance with all applicable City of Rockwall codes.
- ☐ *INGRESS/EGRESS*. All bedrooms in the *Short-Term Rental* have at least one (1) operable emergency point of ingress/egress for rescue and escape (*i.e. windows and/or doors*).
- ☐ *SLEEPING ACCOMODATION*. There is no overnight sleeping outdoors or outdoor sleeping spaces provided as part of the *Short-Term Rental*.
- ☐ *TENANT NOTIFICATION*. The following information has been posted in a visible and obvious location inside the *Short-Term Rental*: [*1*] the property owner's and/or the *Responsible Party's* contact information and phone number; [*2*] pertinent information relating to the aforementioned standards (*i.e. the location of the required off-street parking; the schedule, location, and requirements regarding trash/rubbish/solid waste; information regarding the conduct of guests; and etc.*); [*3*] information to assist guests in the case of an emergency (*i.e. emergency and non-emergency telephone numbers for police, fire, and medical services*); and, [*4*] a notice that failure to conform to the requirements and codes of the City of Rockwall is a violation, and that an owner, occupant, or visitor can be cited for violations to these requirements.

PROPERTY OWNER'S CERTIFICATION

I hereby certify that I am the property owner of the property identified in this application, and that all information provided on this application is true and correct. I also hereby certify that the property identified in this application is in compliance with all of the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and that it is my sole responsibility to ensure that the property continues to be in compliance with the rules, requirements, and regulations of the City of Rockwall. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

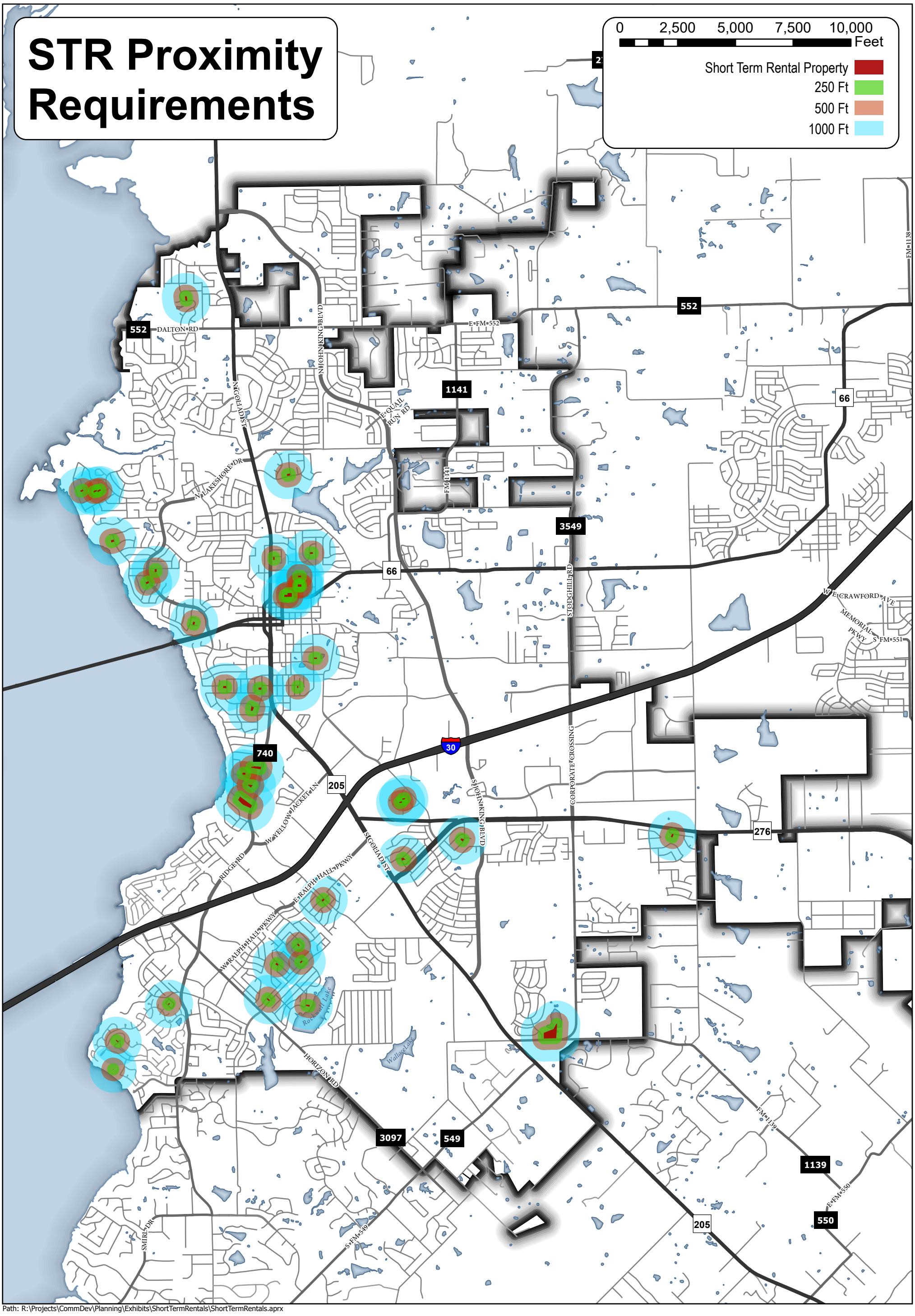
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE _____ DAY OF _____, 20____.

PROPERTY OWNER'S SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

STR Proximity Requirements



Path: R:\Projects\CommDev\Planning\Exhibits\ShortTermRentals\ShortTermRentals.aprx

City of Rockwall
Planning & Zoning Department
385 S Goliad Street
Rockwall, Texas 75032
(P): (972) 771-7745
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

ORDINANCE NO. 24-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE MUNICIPAL CODE OF ORDINANCES AND THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY CREATING CHAPTER 13, *RENTAL HOUSING*, OF THE MUNICIPAL CODE OF ORDINANCES AND AMENDING ARTICLE 04, *PERMISSIBLE USES*, AND ARTICLE 13, *DEFINITIONS*, OF THE UNIFIED DEVELOPMENT CODE (UDC) AS DEPCITED IN *EXHIBITS 'A', 'B', & 'C'* 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.

WHEREAS, the City Council has determined that regulations are needed to address regulations for *Short-Term Rentals*; and,

WHEREAS, the operation of *Short-Term Rentals* should not negatively affect property values and the *Short-Term Rentals* should be required to pay Hotel Occupancy Taxes; and,

WHEREAS, the City Council has determined that regulations needed are intended to protect the health, safety, morals, and general welfare of the general public; and,

WHEREAS, an amendment to the City of Rockwall's Municipal Code of Ordinances and the Unified Development Code [*Ordinance No. 20-02*] has been initiated by the City Council of the City of Rockwall to establish Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances and amend Article 04, *Permissible Uses*, and Article 13, *Definitions*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] for the purpose of establishing definitions, regulations, and requirements for *Short-Term Rentals*; and,

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

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

SECTION 1. That Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances of the City of Rockwall, as heretofore amended, be and the same is established and hereby amended as specifically described in *Exhibit 'A'* of this ordinance;

SECTION 2. That Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibit 'B'* of this ordinance;

SECTION 3. That Article 13, *Definitions*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibit 'C'* of this ordinance;

SECTION 4. 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;

DRAFT ORD. 09.05.2024

SECTION 5. 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 Municipal Code of Ordinances and/or Unified Development Code [*Ordinance No. 20-02*], and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

SECTION 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 1ST DAY OF APRIL, 2024.

_____

Trace Johannesen, *Mayor*

ATTEST:

_____

Kristy Teague, *City Secretary*

APPROVED AS TO FORM:

_____

Frank J. Garza, *City Attorney*

1st Reading: *March 18, 2024*

2nd Reading: *April 1, 2024*

DRAFT ORDINANCE 02.05.2024

CHAPTER 13. *RENTAL HOUSING*

ARTICLE 1. *IN GENERAL*

SECTIONS 13-1 – 13-20. *RESERVED*

ARTICLE 2. *SHORT-TERM RENTALS*

SECTION 13-21. *PURPOSE*

The purpose of this *article* is to minimize the impacts of *Short-Term Rentals* on the City of Rockwall's existing residential neighborhoods and buildings, and to provide regulations to preserve and protect the integrity of the City's residential districts while continuing to support the rights or property owners. In addition, the following sections are intended to provide a logical process for the registration, permitting, and inspection of *Short-Term Rentals*. The requirements of this *Article* apply only to the regulation of *Short-Term Rentals*, as defined herein; however, nothing in this *Article* shall be construed to be a waiver of the requirement to assess and collect the required *Hotel Occupancy Taxes* for any *Short-Term Rental* for less than 30 consecutive days, or any applicable provision of the City of Rockwall's Municipal Code of Ordinances.

SECTION 13-22. *DEFINITIONS*

Hotel Occupancy Tax. The *Hotel Occupancy Tax* as defined Article IV, *Hotel Occupancy Tax*, of Chapter 40, *Taxation*, of the City's of Rockwall's Municipal Code of Ordinance and Chapter 3, *Tax Administration*, of the Texas Tax Code.

Responsible Party. An individual other than the applicant, who resides within Rockwall County, and who is designated by the owner/applicant to act as the owner's authorized agent if the owner has traveled outside of the immediate area or is otherwise unavailable. The local emergency contact should be available on a 24-hour basis, have access to the *Short-Term Rental* property, and be authorized by the owner to act in the owner's absence to address any complaints, disturbances, emergencies and property conditions.

Short-Term Rental. A *Short-Term Rental* is a residential dwelling unit, apartment, condominium, *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* in which the entire structure or a portion thereof is offered for rent for a period exceeding 12-hours, but less than 30 consecutive days, to a particular occupant. The term does not include: [*1*] a *Bed and Breakfast;* [*2*] a *Motel*, *Limited Service Hotel*, *Full-Service Hotel*, or *Residence Hotel*; [*3*] a *Boarding House*; [*4*] a place for residence or use as a licensed health care or *Assisted Living Facility*.

Single-Family Residence. As defined by the Municipal Code of Ordinances and in this *Article*, which includes the following:

(1) *Single-Family Dwelling (Detached)*. A dwelling designed and constructed for occupancy by one (1) family and located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract, and which is located in a single-family zoning district or Planned Development District.

(2) *Single-Family Dwelling (Attached)*. A dwelling which is joined to another dwelling at one (1) or more sides by a party wall or abutting separate wall and which is designed for occupancy by one (1) family and which is located on a separate platted lot, delineated by front, side, and rear lot lines.

DRAFT ORDINANCE 02.05.2024

(3) *Two Family Dwelling*: A single structure designed a constructed with two (2) dwelling units under a single roof for occupancy by two (2) families, one (1) in each unit.

(4) *Condominium*. The separate ownership of single dwelling units in a multiple unit structure/structures with common elements.

(5) *Multi-Family Dwelling or Apartment*. Any building or portion of a building, which is designed, built, rented, leased, or let to be occupied as three (3) or more dwelling units or apartments or which is occupied as a home or place of residence by three (3) or more families living in independent dwelling units.

SECTION 13-23. *AUTHORITY*

The Director of Planning and Zoning and/or the Building Official shall implement and enforce the requirements of this *Article* and may by written order establish such procedures, rules, and or regulations -- *not inconsistent with the requirements of this Article or other City ordinances* -- necessary to implement the intent of this *Article*.

SECTION 13-24. *TYPES OF SHORT-TERM RENTALS*

The three (3) classifications of *Short-Term Rentals* shall be consistent with the definitions contained in Article 13, *Definitions*, of the Unified Development Code (UDC), and are further defined as follows:

(a) *Owner-Occupied Single-Family Home, Townhome, or Duplex*. A *Short-Term Rental* under this classification shall be subject to the following conditions:

(1) The *Short-Term Rental* shall be for a period of time that is less than 30 consecutive days.

(2) A sleeping area must -- *at a minimum* -- include the shared use of a full bathroom.

(3) The property owner or *Responsible Party* is generally present on-site at the *Short-Term Rental Property* during the entire term of the rental.

(4) The *Short-Term Rental* may *not* operate without a *Short-Term Rental Permit* as required by Section 13-25, *Permit and Registration Requirements* of this *Article*.

(b) *Non-Owner-Occupied Single-Family Home, Townhome, or Duplex*. A *Short-Term Rental* under this classification shall be subject to the following conditions:

(1) The *Short-Term Rental* shall be for a period of time that is less than 30 consecutive days.

(2) The *Short-Term Rental* shall be for the entire dwelling unit.

(3) The property owner or responsible party is *not* present on-site during the term of the rental of the *Short-Term Rental Property*.

(4) The *Short-Term Rental* may *not* operate without a *Short-Term Rental Permit* as required by Section 13-25, *Permit and Registration Requirements* of this *Article*.

(c) *Apartment or Condominium Unit*. A *Short-Term Rental* under this classification shall be subject to the following conditions:

(1) The *Short-Term Rental* may be owner-occupied or non-owner-occupied.

(2) The *Short-Term Rental* shall be for a period of time that is less than 30 consecutive days.

DRAFT ORDINANCE 02.05.2024

(3) A sleeping area must -- *at a minimum* -- include the shared use of a full bathroom.

(4) The property owner or responsible party may or may not be generally present on-site during the entire term of the rental of the *Short-Term Rental Property*.

(5) The *Short-Term Rental* may *not* operate without a *Short-Term Rental Permit* as required by Section 13-25, *Permit and Registration Requirements* of this *Article*.

SECTION 13-25. *PERMIT AND REGISTRATION REQUIREMENTS*

(a) *Applicability*. No person shall advertise, offer for rent or lease, establish or operate a *Short-Term Rental* on any property within the City of Rockwall without registering and being approved for a *Short-Term Rental Permit*. A *Short-Term Rental Permit* shall be required for each physical address, regardless of the ownership of the property or the physical attributes of the structure situated on the property (*e.g. the number of bedrooms, bathrooms, cooking facilities, etc.*).

(b) *Short-Term Rental Permit*. An application for a *Short-Term Rental Permit* shall be submitted on a form provided by the City of Rockwall. A *Short-Term Rental Permit* shall be accompanied by an application fee of $500.00, and shall include the following information:

(1) *Ownership Information*. The name, street address, email address, and telephone number of the owner of the *Short-Term Rental*, and verification if the *Short-Term Rental* is owner occupied (*i.e. the applicant's residence*). If the owner of the property is a partnership, a corporation, or limited liability company, the application shall list the names of all partners, directors, members, or officers -- *as applicable* -- of ownership entity.

(2) *Responsible Party*. The name, street address, email address, and telephone number of the *Responsible Party* (*see Section 13-28, Enforcement or Penalty*).

(3) *Site Plan*. A *Site Plan* showing the location of the *Short-Term Rental* and the parking areas provided for the *Short-Term Rental*.

(4) *Pictures*. Pictures of the subject property showing the rear, front, and side yards of the subject property shall be provided. In addition, pictures of all structures -- *one (1) per each façade of a structure* -- and any on-site amenities shall be provided.

(5) *Self-Certification of Compliance*. A sworn self-certification that the owner of the *Short-Term Rental* is in compliance with and will continue to comply with the standards and other requirements of this *Article*.

(6) *Acknowledgement of this Article*. Acknowledgement of receipt of a copy of this *Article* and agreement to comply with all provisions contained within this *Article* as a condition to receiving and consent to inspection while maintaining a *Short-Term Rental Permit*.

(c) *Completeness of Short-Term Rental Permit Application*. Applications for a *Short-Term Rental Permit* shall *not* be considered complete until all documentation required by this *Article* has been submitted and accepted. Incomplete applications will not be accepted.

(d) *Acknowledgement by Applicant*. As part of the submission of an application for a *Short-Term Rental Permit*, the property owner shall acknowledge that a *Short-Term Rental Permit* granted by the City of Rockwall under this *Article* does not supersede any property specific restrictions against *Short-Term Rentals* that may exist under law, agreement, lease, covenant, or deed restriction.

DRAFT ORDINANCE 08.05.2024

(e) *Expiration of a Short-Term Rental Permit*. Unless revoked by the City of Rockwall in accordance with Section 13-29, *Revocation, Suspension, or Denial of a Short-Term Rental Permit*, of this *Article*, permits shall be valid for a period of three (3) years from the date the permit is issued.

(f) *Renewal of a Short-Term Rental Permit*. 30-days prior to the expiration of a *Short-Term Rental Permit*, the property owner shall apply for the renewal of the *Short-Term Rental Permit* on a form provided by the City of Rockwall. Failure to submit an application 30-days prior to the expiration of the *Short-Term Rental*, shall cause all nonconforming rights to lapse and the application shall be treated as a new application subject to the requirements of this *Article* and Article 04, *Permissible Uses*, of the Unified Development Code (UDC).

(g) *Records*. A property owner or operator of a *Short-Term Rental* shall keep detailed records showing each booking and the fees paid for each rental for at least three (3) years and make this information available to the City of Rockwall upon request.

(h) *Non-Transferability*. A *Short-Term Rental Permit* is not transferable to another property owner or operator, or address or property. Any attempt to transfer the *Short-Term Rental Permit* shall result in the termination of the permit.

SECTION 13-26. *GENERAL STANDARDS FOR SHORT-TERM RENTALS*

All *Short-Term Rentals* permitted pursuant to this *Article* and the requirements of Article 04, *Permissible Uses*, of the Unified Development Code (UDC) shall be subject to the following general standards:

(a) *Advertising*. All advertisements for a *Short-Term Rental* -- *including online or on a proprietary website, application, or other technology* -- shall include the *Short-Term Rental Permit Number* within the description or body of the advertisement for public reference.

(b) *Parking*. Parking shall comply with the requirements of *Table 5: Parking Requirement Schedule* of Article 06, *Parking and Loading*, of the Unified Development Code (UDC); however, all parking shall be on an improved surface (*i.e. gravel, pavers, asphalt, or concrete*) and no parking shall be permitted on an unimproved surface (*e.g. grass, vegetation, soil, etc.*).

(c) *Evacuation Plan*. For all *Short-Term Rentals* that are located within an apartment or condominium building that does not have direct access to the exterior of the building through the front door (*i.e. the primary exit exits to a shared hallway*), shall post an evacuation plan on the front door showing how to exit the building.

(d) *Temporary Structures*. Temporary structures including -- *but not limited to* -- recreational vehicles/campers, vehicles intended for occupancy, tents, canopies/shade structures (*not permitted by the City of Rockwall*), or similar structures/vehicles shall *not* be utilized as *Short-Term Rentals*.

(e) *Trash/Rubbish/Solid Waste*. All trash, rubbish, and/or solid waste shall be completely contained within a City approved container (*i.e. a polycart or approved garbage can*), and no trash, rubbish, and/or solid waste -- *bagged or otherwise* -- shall be placed on the ground.

(f) *Signage*. No external signage shall be installed or constructed on the property indicating or advertising the property as a *Short-Term Rental*. In addition, the property shall maintain compliance with Chapter 32, *Signs*, of the Municipal Code of Ordinances.

(g) *Life Safety*. The *Short-Term Rental* shall comply with the following *Life Safety* requirements:

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(1) A standard five (5) pound fire extinguisher (*i.e. 2A:10B:C*) shall be properly mounted within 75-feet of all portions of the *Short-Term Rental* on each floor.

(2) Operable smoke and carbon monoxide detectors shall be installed and conform to all applicable city codes.

(3) All bedrooms/sleeping areas shall have at least one (1) operable emergency point of ingress/egress for rescue and escape (*i.e. windows and/or doors*) in accordance with the City's adopted codes, regulations, and ordinances.

(h) *Conduct On-Premises*.

(1) The property owner and/or *Responsible Party* shall be responsible for informing all occupants of all relevant City of Rockwall codes and the occupants' liability for violating the City's codes.

(2) Excessive noise or other disturbance outside of the *Short-Term Rental* that are in violation of Article IV, *Noise*, of Chapter 16, *Environment*, of the Municipal Code of Ordinances shall be prohibited.

(3) No overnight sleeping outdoors or outdoor sleeping spaces shall be provided as part of the *Short-Term Rental*.

(i) *Tenant Notification*. At a minimum, the property owner and/or responsible party shall post in a visible and obvious location of the *Short-Term Rental* the following information:

(1) The property owner and/or responsible party's contact information and telephone number.

(2) Pertinent information -- *conforming to the general standards of this Article* – including, but not limited to, the location of the required off-street parking or other available parking; the schedule, location and requirements regarding trash/rubbish/solid waste; and information regarding the conduct of guests on-premise.

(3) Information to assist guests in the case of an emergency that poses a threat to personal safety or property. This information should include emergency and non-emergency telephone numbers for police, fire, and medical services.

(4) A notice that failure to conform to the above listed requirements is a violation of the City of Rockwall's Municipal Code of Ordinances and that an owner, occupant, or visitor can be cited for violations of these requirements.

(j) *Hotel Occupancy Tax*. The property owner or *Responsible Party* shall remit all applicable state, county and local hotel occupancy taxes in a timely manner pursuant to all applicable laws and this *Article*.

SECTION 13-27. *INSPECTIONS*

To ensure compliance with the requirements of this *Article* a *Short-Term Rental* may be inspected under the following circumstances:

(1) *Initial Inspection*. As part of the issuance of a new *Short-Term Rental Permit* -- *and any reapplication thereof* --, the City may conduct inspections to verify compliance with the requirements of this *Article*.

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(2) *Inspections Upon Complaint or Suspicion of a Violation*. The City of Rockwall may perform inspections when a violation is reported or suspected in accordance with the established code enforcement procedures.

(3) *Inspections for Owner Occupied Short-Term Rentals*. If only a portion of the premises is offered for rent, then that portion plus any shared amenities and points of access shall be inspected.

(4) *Violations Resulting from Inspections*. If upon completion of an inspection, the premises are found to be in violation of one (1) or more provisions of the applicable City codes and ordinances, the City shall provide written notice of such violations and shall set up a subsequent inspection and date for the violation to be corrected prior to its occupancy.

SECTION 13-28. *ENFORCEMENT OR PENALTY*

(a) *Operation without a Short-Term Rental Permit*. A person commits an offense under this *Article* if a person owns or operates a *Short-Term Rental* without a valid *Short-Term Rental Permit*.

(b) *Responsible Party*. The property owner or operator of the *Short-Term Rental* shall designate a *Responsible Party* for each *Short-Term Rental*. The *Responsible Party* is a local representative that resides in Rockwall County and who is available at all times the rental is in use. Should a law enforcement or Neighborhood Improvement Services (NIS) representative respond to a suspected violation at a *Short-Term Rental* and issue a citation, the *Responsible Party* shall be contacted. If applicable, the *Responsible Party* shall contact the occupants within one (1) hour of the issuance of a citation to notify them of the citation and attempt to remedy the situation. Should multiple citations or violations be issued this could result in the revocation of a *Short-Term Rental Permit* in accordance with Section 13-29, *Revocation or Suspension of a Short-Term Rental Permit*, of this *Article*. Failure to update the *Responsible Party* information associated with a *Short-Term Rental Permit* shall be a violation of this *Article*.

(c) *Admission to Premises*. The Building Official or their designee may enforce the provisions of this *Article* upon presentation of proper identification to the occupant in charge of the *Short-Term Rental* and may enter -- *with the occupant's permission* -- any *Short-Term Rental* between the hours of 8:00 AM and 6:00 PM; provided, however, that in cases of emergency where extreme hazards are know to exist, which may involve imminent injury to persons, loss of life, or sever property damage, the Building Official or their designee may enter the *Short-Term Rental* at any time and upon presentation of identification and the occupant's permission shall not apply. Whenever the Building Official is denied admission to inspect any *Short-Term Rental* under this provision, inspection shall be made only under the authority of a warrant issued by a magistrate authorizing the inspection.

(d) *Violations*. Violation of the terms and conditions for *Short-Term Rentals* contained under this *Article* shall be punishable by a fine of not less than $250.00, but not more than $2,000.00 per offense. Penalties for other violations of the City of Rockwall's codes shall be as applicable. Each day a violation of this *Article* continues shall be considered a separate offense, and -- *upon conviction* -- shall be subject to a fine of $250.00 to a maximum of $2,000.00 per violation, per day. In addition, violations of any section of this article may result in the revocation of a *Short-Term Rental Permit* in accordance with Section 13-29, *Revocation or Suspension of a Short-Term Rental Permit*, of this *Article*.

(e) *Failure to Pay Hotel Occupancy Tax*. Failure to timely pay any applicable hotel occupancy tax is a violation of this *Article*. If arrearage is not paid within 90-days of the issuance of a delinquency notice the *Short-Term Rental Permit* shall be revoked in accordance with Section 13-29, *Revocation or Suspension of a Short-Term Rental Permit*, of this *Article*.

SECTION 13-29. *REVOCATION OR SUSPENSION OF A SHORT-TERM RENTAL PERMIT*

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(a) *Revocation or Suspension Due to Error or False Information*. The Director of Planning and Zoning and/or the Building Official is authorized to suspend or revoke a *Short-Term Rental Permit* issued under the provisions of this *Article* if it is found that the *Short-Term Rental Permit* was issued in error, the property owner fails to pay hotel occupancy tax, or if it is determined that the property owner or applicant of a *Short-Term Rental Permit* made a false statement of material fact on an application for the permit.

(b) *Revocation Due to Violation*. The Director of Planning and Zoning and/or the Building Official is authorized to revoke a *Short-Term Rental Permit* after three (3) violations have occurred in any consecutive six (6) month period or when a property owner fails to correct a violation within the specified time period. For the purposes of this section, a violation shall be defined as any violation of the requirements of this *Article* or Article XII, *Property Maintenance Code*, of the Municipal Code of Ordinance.

(c) *Revocation Process*. Upon a determination to revoke a *Short-Term Rental Permit*, the Director of Planning and Zoning and/or the Building Official shall notify the property owner of the decision to revoke and the effective date of the revocation in writing within ten (10) days of the determination.

(d) *Reapplication After Revocation*. If a *Short-Term Rental Permit* is revoked, the property owner may not submit a new application for a *Short-Term Rental Permit* for the same property for a period of six (6) months from the date of revocation.

(e) *Permanent Revocation*. A *Short-Term Rental Permit* holder may be subject to permanent revocation if their *Short-Term Rental Permit* is revoked two (2) time due to violations of this *Article* or other violations to the City's safety, health, and general welfare ordinances.

SECTION 13-30. *APPEALS*

If the Director of Planning and Zoning and/or the Building Official denies the issuance or renewal of a *Short-Term Rental Permit* or revokes or suspends an existing *Short-Term Rental Permit* issued under this *Article*, the property owner may appeal the decision to the Board of Adjustments (BOA) in accordance Subsection 04.03(A)(1) of Article 02, *Development Review Authority*, of the Unified Development Code (UDC).

SECTION 13-31. *NONCONFORMING RIGHTS*

Short-Term Rentals existing prior to [*INSERT ORDINANCE APPROVAL DATE*] shall be considered vested or legally nonconforming (*see the requirements of Subsection 06.05, Non-Conforming Short-Term Rentals, of Article 04, Permissible Uses, of the Unified Development Code [UDC]*) if they register as such through the *Short-Term Rental Permit* process outlined in this *Article* by [*INSERT GRACE PERIOD DATE*]. *Short-Term Rental Permits* and registration is not transferable to another property owner or operator, or address or location. Nonconforming rights also shall not transfer with change of ownership, and any *Short-Term Rental Permit* shall be void upon change of ownership. Notwithstanding the foregoing, the conveyance or transfer of a unit or property ownership to a legal entity controlled by or providing equitable ownership of the prior owner shall not constitute a change in ownership, provided that the new property owner: [*1*] apply for a new *Short-Term Rental Permit* in accordance with the terms of this *Article*, and [*2*] provide evidence to satisfactorily prove that the ownership did not change. Under this circumstance the property owner may maintain the nonconforming rights.

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(E) A Bed and Breakfast shall be subject to an annual inspection by the Fire Department.

(F) All applicable hotel/motel taxes shall be paid.

(G) The maximum length of a guests stay is shall be limited to 14 consecutive days in any 30-day period.

(H) A Specific Use Permit (SUP) for a Bed and Breakfast shall be reviewed six (6) months after the adoption of the Specific Use Permit (SUP) and annually thereafter unless otherwise stipulated by the Specific Use Permit (SUP) ordinance.

(3) *Duplex.*

(A) Duplexes shall be limited to two (2) dwelling units (i.e. two [2] families) per lot or parcel of land.

(B) See the standards for the Two-Family (2F) District Subsection 07.01, *Residential District Development Standards*, of Article 05, *District Development Standards*.

(4) *Attached Garage.*

(A) See Subsection 07.04, *Accessory Structure Development Standards*, of Article 05, *District Development Standards*.

(5) *Detached Garage.*

(A) See Subsection 07.04, *Accessory Structure Development Standards*, of Article 05, *District Development Standards*.

(6) *Guest Quarters/Secondary Living Unit.*

(A) Guest Quarters or Secondary Living Units may be allowed on a property in a residential zoning district provided that it is ancillary to a single-family home.

(B) The area of such quarters shall not exceed 30% of the area of the main structure.

(C) No such use may be sold or conveyed separately without meeting the requirements of the zoning district and the subdivision ordinance.

(D) Guest Quarters or Secondary Living Units not meeting the requirements stated above shall require a Specific Use Permit (SUP).

(7) *Home Occupation.*

(A) The Home Occupation use must clearly be incidental and secondary to the primary use of the property as a residence.

(B) No person outside the family may be employed in the Home Occupation use.

(C) There shall be no exterior display, signage, exterior storage of materials, and/or other exterior indication of the Home Occupation use or variation from the residential character of the principal building.

(D) No traffic shall be generated by such Home Occupation than would normally be expected in the neighborhood.

(E) No nuisance, offensive noise, vibration, smoke, dust, odors, heat, glare, or electrical disturbance shall be generated.

(F) A Home Occupation may not be interpreted to include facilities for the repair of motor vehicles, repair of small motors, or a daycare center.

(8) *Full-Service Hotel.*

(A) The minimum room count for a Full-Service Hotel shall be 250-rooms.

(B) Each guestroom shall have a minimum square footage of 380 SF.

(C) A Full-Service Hotel shall have a full-service restaurant and kitchen that provides service to the general public.

(D) A Full-Service Hotel shall have staff that is present 24-hours a day, seven (7) days a week.

(E) A Full-Service Hotel shall have the following minimum amenities: [1] a minimum 10,000 SF meeting or conference room, and [2] a swimming pool with a minimum area of 1,000 SF.

(9) *Multi-Family Structure or Development.*

(A) See Subsection 07.02, *Multi-Family District Development Standards*, of Article 05, *District Development Standards*.

(10) *Portable Building.*

(A) See Subsection 07.04, *Accessory Structure Development Standards*, of Article 05, *District Development Standards*.

(11) *Residential Infill in or Adjacent to an Established Subdivision.*

(A) For the purposes of this Article, an Established Subdivision shall be defined as a subdivision that consists of five (5) or more lots, that is 90% or more developed, and that has been in existence for more than ten (10) years.

(B) All proposed residential infill housing that is located within an Established Subdivision or a lot or tract of land that is located with 500-feet of an Established Subdivision shall be required to apply for a Specific Use Permit (SUP).

(C) As part of the Specific Use Permit (SUP) request the applicant shall be required to submit a residential plot plan or site plan, landscape plans, and building elevations of the proposed home.

(D) In reviewing the proposed Specific Use Permit (SUP), the Planning and Zoning Commission and City Council shall consider the proposed size, location, and architecture of the home compared to the existing housing in the Established Subdivision.

(E) All housing proposed under this section shall be constructed to be architecturally and visually similar or complimentary to the existing housing in the Established Subdivision.

(12) *Short-Term Rental (Owner-Occupied Single-Family Home, Townhome, or Duplex).*

(A) The *Short-Term Rental* shall not incorporate accessory land uses that are not permitted within the underlying zoning district (*e.g. Banquet Facility/Event Hall which*

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includes meeting halls and wedding venues) as stipulated by the *Permissible Use Charts* contained within this *Article*.

(B) In order to establish and operate a *Short-Term Rental (Owner Occupied Single-Family Home, Townhome, or Duplex)* in the City of Rockwall, a permit and registration shall be required in accordance with the requirements of Article 2, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

(13) *Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex).*

(A) *Short-Term Rentals* that are *Non-Owner-Occupied* shall not be located within 250-feet of another *Short-Term Rental* that is *Non-Owner Occupied*; however, *Short-Term Rentals* that were in existence prior to [*INSERT APPROVAL DATE*] that [*1*] meet the criteria established in Subsection 06.05, *Non-Conforming Short-Term Rentals*, of this *Article*, and [*2*] received a valid permit and registration -- *in accordance with Article 2, Short-Term Rentals, of Chapter 13, Rental Housing, of the Municipal Code of Ordinances* -- prior to [*INSERT GRACE PERIOD DATE*] shall be exempted from the proximity requirements.

(B) *Short-Term Rentals* that are *Non-Owner-Occupied* that do not meet proximity requirements may be considered on a *case-by-case* basis by the Planning and Zoning Commission and City Council through a Specific Use Permit (SUP). In considering a Specific Use Permit (SUP) for a *Short-Term Rental* that is *Non-Owner-Occupied* the Planning and Zoning Commission and City Council shall consider the size, location, and impact of the proposed and existing *Short-Term Rentals* on the adjacent residential properties and their occupants.

(C) The *Short-Term Rental* shall not incorporate accessory land uses that are not permitted within the underlying zoning district (*e.g. Banquet Facility/Event Hall which includes meeting halls and wedding venues*) as stipulated by the *Permissible Use Charts* contained within this *Article*.

(D) In order to establish and operate a *Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex)* in the City of Rockwall, a permit and registration shall be required in accordance with the requirements of Article 2, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

(14) *Short-Term Rental (Apartment or Condominium).*

(A) The number of *Short-Term Rentals* permitted within an *Apartment Complex, Condominium Building*, or any other multi-family structure -- *as defined by this land use in Article 13, Definitions, of this Unified Development Code (UDC)* -- shall be limited to a total of five (5) percent of the total units situated on a single parcel of land. For example, if a *Condominium Building* consisted of 100-units on a single parcel of land, a total of five (5) of the units could be established as *Short-Term Rentals*. In cases where there is a remainder in the number of units, the number of units shall round up (*e.g. 25-Units x 5.00% = 1.25-Units or 2-Units*).

(B) In order to establish and operate a *Short-Term Rental (Apartment or Condominium)* in the City of Rockwall, a permit and registration shall be required in accordance with the requirements of Article 2, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

~~(12)~~(15) *Single-Family Attached Structure.*

(A) See Section 03, *Residential Districts*, of Article 05, *District Development Standards*.

(B) See Subsection 07.01, *Residential District Development Standards*, of Article 05, *District Development Standards*.

~~(13)~~(16) *Single-Family Detached Structure.*

(A) See Section 03, *Residential Districts*, of Article 05, *District Development Standards*.

(B) See Subsection 07.01, *Residential District Development Standards*, of Article 05, *District Development Standards*.

~~(14)~~(17) *Single-Family Zero Lot Line Structure.*

(A) A five (5) foot maintenance easement is required on the non-zero-lot-line side of the structure.

(B) See Section 03, *Residential Districts*, of Article 05, *District Development Standards*.

(C) See Subsection 07.01, *Residential District Development Standards*, of Article 05, *District Development Standards*.

~~(15)~~(18) *Townhouse.*

(A) See Section 03, *Residential Districts*, of Article 05, *District Development Standards*.

(B) See the standards for the Two-Family (2F) District Subsection 07.01, *Residential District Development Standards*, of Article 05, *District Development Standards*.

~~(16)~~(19) *Urban Residential.*

(A) Urban Residential includes residential development that at least partly face streets, public sidewalks, or common open space, and/or which are located above retail, office or service uses.

(B) Ground floor urban residential should have direct access to a sidewalk via a stoop or landing, and a majority of parking should be located in a structure.

(C) *Institutional and Community Service Land Uses.*

(1) *Assisted Living Facility.*

(A) These facilities shall include establishments that accommodate seven (7) or more residents. For facilities with six (6) or fewer residents see Group or Community Home in Subsection 02.03(C)(5).

(2) *Church/House of Worship.*

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designated use of any development, structure, or part thereof, where official approval and the required building permits were granted before the enactment of this Unified Development Code (UDC), or any amendment thereto, where construction, conforming with the plans, shall have been started prior to the effective date of the ordinance from which this Unified Development Code is derived or such amendment, and where such construction shall have been completed in a normal manner within the subsequent 12-month period, with no interruption, except for reasons beyond the builder's control.

(D) *Damage Due to Acts of God*. Any non-conforming structure which is damaged more than 75% of its then appraised tax value above the foundation, by fire, flood, explosion, wind, earthquake, war, riot or other calamity or act of God, shall not be restored or reconstructed and used as it was before the damaging event. If such structure is damaged less than 75% of its then appraised tax value above the foundation, it may be restored, reconstructed, or used as before, provided that the restoration or reconstruction is completed within 12 months of the damaging event. The 12-month period does not include any necessary litigation.

(E) *Repair of Unsafe Buildings, Structures and Sites*. Nothing in this Unified Development Code (UDC) shall be construed to prohibit the strengthening or repair of any part of any building or structure declared unsafe by proper authority, unless such repairs exceed 50% of the replacement cost of the building. If the repairs exceed 50%, the building shall be brought into conformity with all requirements of the zoning district in which it is located.

(F) *General Repairs and Maintenance*.

(1) On any non-conforming structure or portion of a structure containing a non-conforming use, no work may be done in any period of 12 consecutive months on ordinary repairs, or on repair or replacement of non-load-bearing walls, fixture, wiring, or plumbing to an extent exceeding ten (10) percent of the current replacement cost of the non-conforming structure or non-conforming portion of the structure as the case may be.

(2) If 50% or more of a non-conforming structure containing a non-conforming use becomes physically unsafe or unlawful due to lack of repairs or maintenance, and is declared by a duly authorized official to be unsafe or unlawful by reason of physical condition, it shall not thereafter be restored, repaired or rebuilt except in conformity with the regulations of the district in which it is located.

(G) *Moving of a Non-conforming Building or Structure*. No non-conforming building or structure shall be moved in whole or in part to any other location on the lot, or on any other lot, unless every portion of the building or structure is made to conform to all the regulations of the district.

(H) *Non-conforming Lot Sizes*. All lots used for storage that do not require a building and the use of such lot is made non-conforming by this Unified Development Code (UDC) or amendments thereto shall cease to be used for such storage within six months of the date of adoption of the ordinance from which this Unified Development Code (UDC) is derived, or amendments [*thereto*].

SUBSECTION 06.05: NON-CONFORMING SHORT-TERM RENTALS

Short-Term Rentals, as defined in Article 13, *Definitions*, of this Unified Development Code (UDC), shall be considered to be legally in existence for the purpose of establishing vested or non-conforming rights regarding the zoning requirements if all of the following criteria is met by the owner of a *Short-Term Rental*:

(A) The owner of a property provides a property deed or proof of ownership showing that the property was purchased prior to [*INSERT APPROVAL DATE*].

(B) The owner of the property can provide proof that the property was used as a *Short-Term Rental* (*i.e. a listing, proof of rental, etc.*) *OR* proof of payment of hotel occupancy tax to the City of Rockwall.

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LAND USE SCHEDULE

LEGEND:

	Land Use *NOT* Permitted
P	Land Use Permitted *By-Right*
P	Land Use Permitted with Conditions
S	Land Use Permitted Specific Use Permit (SUP)
X	Land Use Prohibited by Overlay District
A	Land Use Permitted as an Accessory Use

LAND USES	LAND USE DEFINITION REFERENCE [Reference Article 13, *Definitions*]	CONDITIONAL USE REFERENCE Reference [Article 04, *Permissible Uses*]	RESIDENTIAL DISTRICTS												MIXED USE DISTRICTS		NON-RESIDENTIAL DISTRICTS						OVERLAY DISTRICTS		
			Agricultural (AG) District	Single Family Estate 1.5 (SFE-1.5) District	Single Family Estate 2.0 (SFE-2.0) District	Single Family Estate 4.0 (SFE-4.0) District	Single Family 1 (SF-1) District	Single Family 16 (SF-16) District	Single Family 10 (SF-10) District	Single Family 8.4 (SF-8.4) District	Single Family 7 (SF-7) District	Zero Lot-Line (ZL-5) District	Two-Family (2F) District	Multi-Family 14 (MF-14) District	Downtown (DT) District	Residential Office (RO) District	Neighborhood Services (NS) District	General Retail (GR) District	Commercial (C) District	Heavy Commercial (HC) District	Light Industrial (LI) District	Heavy Industrial (HI) District	Scenic Overlay (SOV) District	SH-66 Overlay (SH-66) District	IH-30 Overlay (IH-30 OV) District
Residential Garage	(7)	(4) & (5)	A	A	A	A	A	A	A	A	A	A	A	A	A	A									
Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit	(8)	(6)	A	A	A	A	A	A	A	S	S	S	S	P											
Home Occupation	(9)	(7)	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
Limited-Service Hotel	(10)														S			S	S		S				
Full-Service Hotel	(11)	(8)													S			S	S		S				
Residence Hotel	(12)														S			S	S		S				
Motel	(13)														S			S	S		S				
Multi-Family Development or Structure	(14)	(9)												P											
Portable Building	(15)	(10)		P	P	P	P	P	P	P	P	P	P												
Residential Infill in an Established Subdivision	(16)	(11)	S	S	S	S	S	S	S	S	S	S	S	S	S	S									
Short-Term Rental (Owner-Occupied, Single-Family Home, Townhome, or Duplex)	(17)	(12)		P	P	P	P	P	P	P	P	P	P	P	P	P									
Short-Term Rental (Non-Owner-Occupied, Single-Family Home, Townhome, or Duplex)	(17)	(13)		P	P	P	P	P	P	P	P	P	P	P	P	P									
Short-Term Rental (Apartment or Condominium)	(17)	(14)		P	P	P	P	P	P	P	P	P	P	P	P	P									
Single-Family Attached Structure	~~(1718)~~	~~(1215)~~										P	P	P											
Single-Family Detached Structure	~~(1819)~~	~~(1316)~~	P	P	P	P	P	P	P	P	P	P	P	P		P									
Single-Family Zero Lot Line Structure	~~(1920)~~	~~(1417)~~										P	P	P		P									
Private Swimming Pool	~~(2021)~~		A	A	A	A	A	A	A	A	A	A	A	A	A	A									
Private Tennis Court	~~(2122)~~		A	S	S	S	S	S	S	S	S	S	S	S		S									
Townhouse	~~(2223)~~	~~(1518)~~												P		P									
Urban Residential	~~(2324)~~	~~(1619)~~												S	S										
INSTITUTIONAL AND COMMUNITY SERVICE LAND USES	2.02(C)	2.03(C)																							
Assisted Living Facility	(1)	(1)												P	S	S	S	S	S		S				
Blood Plasma Donor Center	(2)																	P	P	P	P	P			
Cemetery/Mausoleum	(3)		S														P	P	P	P	P	P			

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ORDINANCE
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See Next Page …

vehicles are kept for remuneration, hire, or sale and where a retail service station may be maintained as a secondary use.

(7) *Residential Garage*. A residential accessory building used for the storage motor vehicles. These structures are typically attached to the primary structure; however, they may also be a detached structure.

(8) *Guest Quarters/Secondary Living Unit*. An accessory building designed for the temporary occupancy of guests of the primary dwelling for which there is no remuneration and is not rented or otherwise used as a separate domicile.

(9) *Home Occupation*. A commercial use customarily carried on in the home by members of the occupant family without structural alterations in the principal building or any of its rooms, without offering any commodity or service for sale on premises, without the installations of machinery or additional equipment other than that customary to normal household operations, without the employment of additional persons, without the use of a sign to advertise the occupations, and which does not cause the generation of other than normal noise, and pedestrian and vehicular traffic.

(10) *Limited-Service Hotel*. A building or group of buildings used as a temporary dwelling place for individuals in exchange of financial consideration where customary hotel services such as linen, maid service, and telephone are provided. Hotel room units are accessed through doorways into an internal hallway, courtyard, or lobby. Financial consideration for hotel room units is generally calculated on a nightly basis.

(11) *Full-Service Hotel*. A building or group of buildings designed for and occupied as a temporary dwelling place. Access to guestrooms shall be restricted exclusively to interior corridors, that shall be accessed via the main lobby of the building or entryways individually equipped with some form of security-controlled access system. Customary hotel services such as linen, maid service, telephone, and other guest amenities are provided and may also contain various personal service shops.

(12) *Residence Hotel*. A building or group of buildings used as a temporary dwelling place for individuals in exchange for financial consideration where customary hotel services such as linen, maid service, and telephone are provided. Residence hotel room units are designed to be suitable for long-term occupancy with financial consideration being calculated on a nightly, weekly, and/or monthly basis. Typical residence hotel attributes include, but are not limited to, kitchen facilities, two-story design, and external doorways into room units.

(13) *Motel*. A building or group of buildings used as a temporary dwelling place for individuals in exchange for financial consideration where customary hotel services such as linen, maid service, and telephone are provided. Each motel room unit has direct access to the outside. Financial consideration for motel room units is generally calculated on a nightly basis.

(14) *Multi-Family Structure or Development*. A development consisting of at least three (3) single-family dwelling units grouped into a single building or multiple buildings on an individual parcel of land. Examples of a *Multi-Family Development* include Triplexes, Quad or Fourplexes, apartments, condominiums, and etcetera.

(15) *Portable Building*. A temporary building that may or may not have a foundation and is transportable.

(16) *Residential Infill in or Adjacent to an Established Subdivision*. The 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.

(17) *Short-Term Rental*. A *Short-Term Rental* is a residential dwelling unit, apartment, condominium, or *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* in which the entire structure or a portion thereof is offered for rent for a period exceeding 12-hours, but less than 30 consecutive days, to a particular occupant. In practice, a *Short-Term Rental* is considered to be a residential land use, and is *not* considered to be a *Limited-Service Hotel*, *Full-Service Hotel*, *Residence Hotel*, *Motel*, or *Bed and Breakfast* as defined in this Unified Development Code (UDC). *Short-Term Rentals* can be further defined based on the following three (3) categories:

(a) *Short-Term Rental (Owner-Occupied Single-Family Home, Townhome, or Duplex)*. A single-family home, townhome, or duplex -- *or portion thereof* -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (*i.e. occupies the primary structure*) and is present during the rental. This includes when a *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property.

(b) *Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex)*. A single-family home, townhome, or duplex -- *or a portion thereof* -- in which the property owner or operator does *not* occupy the dwelling unit during the rental, or that the owner or property owner does *not* occupy another dwelling unit -- *or portion thereof* -- on the same property (*i.e. the property owner or operator is not on-site as an occupant during the rental of the property*).

(c) *Short-Term Rental (Apartment or Condominium)*. An *Apartment* or *Condominium* (*or similar multi-family structure, excluding duplexes, but including triplexes or quadplexes, as defined in this Unified Development Code [UDC]*) -- *or a portion thereof* -- in which the property owner or operator may or may not be an occupant of the dwelling unit during the rental.

~~(17)~~(18) *Single-Family Attached Structure*. A single-family residential structure that is occupied by one (1) family and shares a common wall or walls with another single-family residential structure, but that is on an individual lot and can be conveyed individually (*i.e. one [1] dwelling unit per lot*).

~~(18)~~(19) *Single-Family Detached Structure*. A single-family residential structure that is occupied by one (1) family, is situated on a single parcel of land, does not share a common

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CITY COPY

An American Family-Business Success Story

- Co-owners David and Robert Trone opened the first Total Wine & More, an approximately 950sf store, in Delaware in 1991.
- By focusing on the customer and providing them with what they deserve, the Total Wine & More brand has grown to 264 stores in 28 states.
- Each store employs 50-75+ highly trained, customer-centric team members – 75% of which are full-time and earn good wages plus benefits including health, dental, 401k, paid time off and more.

Total Wine & More strives to provide the customer with what they deserve:

- Outstanding service
- Best-in-class selection
- Price leader in the market
- Unparalleled customer experience

Customer Experience

- Large- format, brightly-lit stores with wide aisles.
- Each store features a high-tech, Education Center (classroom) in which the store offers consumer classes and special tasting events such as the “Meet the Maker” series and “virtual tastings” with producers from around the world.
- Educational high-end video content on wine, spirits and beer airs on flat panel monitors throughout the store.
- The Brewery District (see picture) features local and craft beers at its tasting station.

An outstanding selection (stores feature 8,000+ wines, 4,500+ spirits and 2,500+ beers) with a focus on locally sourced products.

Committed to Local Texas Products

Total Wine & More's Texas stores feature hundreds of local and regional products that can be found on our tasting stations and on store displays and shelves, where Texas products are identified by tags bearing the state flag.

Industry leader on prevention of sales to minors. No one under 21 permitted in stores unless accompanied by parent or guardian. Team members incentivized to request identification from customers and our customer service desk is positioned in the front of store to ensure compliance.

Outstanding Community and Philanthropic Partner...we strive to be a dedicated local resource from our Grand Opening forward.

Total Wine & More – Corporate Philanthropy Texas

Who we support:

Arts/Culture/Humanities

Education Health

Community Improvement

What we donate:

Silent Auction Items
- Private Wine Classes for 20 ($600 value)

Assistance with Wine & Spirits Needs
- Winery Direct wines at cost (30% discount)
- Spirits Direct spirits at cost (10% discount)

In-kind Charity Sponsorships
- Wine for gala dinners, wine pulls, and auction
- Wine Experiences for two couples to Bordeaux or Tuscany for live auction ($5,000 value)

Grand Opening Partnerships
- 10% of total wine sales to local charity, minimum donation $10,000

Meeting Space
- Free use of store's classrooms for local organizations with complementary wine tasting

Employees Time/Volunteerism
- 200K+ service hours completed annually by Total Wine & More Team Members

Chainwide:

Total Wine &	# Nonprofit Supported	Total Monetary & In-kind Donations
2019	16,780	$11,026,987
2020	12,414	$9,002,392
2021	13,352	$8,038,511
2022	14,583	$9,542,712
2023	16,464	$13,576,396

Texas:

Texas	# Nonprofits Supported	Total Monetary & In-kind Donations
2019	1,954	$1,240,692
2020	2,024	$1,435,392
2021	2,367	$1,305,186
2022	2,803	$1,595,633
2023	2,832	$1,962,440
TX Total	11,980	$7,539,343

Why go from damp to wet?

- Customer Demand and Convenience – Residents are voting with their feet as they shop for beverage alcohol in Dallas, Rowlett and Fate.
  - Over 4,000 City of Rockwall residents are members of Total Wine & More's loyalty program and many have asked for a store close to them
  - Nearest Total Wine & More stores to Rockwall are Collin Creek (25 miles away/30 minute drive), Dallas Park Lane (25 miles away/30 minute drive) and Dallas Oak Lawn (30 miles away/35 minute drive).
- City tax revenue – allowing for the off-premise sale of wine, beer and spirits will repatriate current tax revenue escaping the city and will increase the city's tax receipts.
  - Increase jobs
  - Commercial shopping centers with vacancies that could be leased

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:	February 5, 2023
SUBJECT:	Proposed Right-of-Way Abandonments

Currently, in the City of Rockwall there are a number of unimproved or underutilized rights-of-way that provide limited to no public benefit. In most cases, the City of Rockwall has been maintaining these dedicated rights-of-way (*i.e. mowing or maintaining the paving*) for decades, and has no plans to improve these areas in the future. In other cases, these rights-of-way have been dedicated and constructed, but -- *for various reasons* -- were not extended or constructed in a manner that provides usable benefit. In some cases, the adjacent properties have constructed improvements (*i.e. fences or accessory structures*) in these rights-of-way. Based on this, staff is proposing an initiative to abandon these areas to the adjacent property owners for the purposes of [*1*] reducing the maintenance costs associated with these properties, and [*2*] adding taxable value back to the City's tax role. According to Subsection 311.007, *Closing of Street or Alley by Home-Rule Municipality*, of Chapter 311, *General Provisions Relating to Municipal Streets*, of the Texas Transportation Code a home-rule municipality has the power to vacate, abandon, or close a street or alleyway. In addition, Subsection 272.001(b) of the Texas Local Government Code provides that land -- *including streets or alleys* -- owned in fee or used by easement by a political subdivision of the *State*, may be conveyed, sold or exchanged for less than fair market value with one (1) or more of the abutting property owners who owns the underlying fee. It is staff's opinion that the benefit gained by abandoning these areas outweighs the cost of continuing to maintain these underutilized rights-of-way in perpetuity. If the City Council chooses to direct staff to proceed with this initiative, staff has identified the following eight (8) eligible abandonments; however, more abandonments may be identified in the future:

(1) *AREA 1*. 0.106-acre extension of Hail Drive.
(2) *AREA 2*. 0.17-acre unimproved alleyway south of E. Washington Street in between Wade Drive and S. Clark Street.
(3) *AREA 3*. 0.25-acre unimproved right-of-way for Houston Street and Rose Street. East of S. Fannin Street in between E. Washington Street and Denison Street.
(4) *AREA 4*. 0.184-acre unimproved right-of-way for Olive Street and alleyway off of Highland Drive.
(5) *AREA 5*. 0.054-acre unimproved alleyway east of Star Street in between Munson Street and Storrs Street.
(6) *AREA 6*. 0.106-acre unimproved alleyway east of S. Fannin Street in between Denison Street and Munson Street.
(7) *AREA 7*. 0.068-acre unimproved alleyway east of S. Fannin Street in between Munson Street and Storrs Street.
(8) *AREA 8*. 0.139-acre unimproved alleyway west of Parks Avenue in between Lillian Street and Williams Street.

Staff has provided maps showing the areas of each abandonment and how the abandonment would be divided in the attached packet. After conferring with the City Attorney, staff has outlined the following process to achieve conveying these areas to the adjacent property owners:

(1) *Engage Property Owners*. The first step would be to engage with the adjacent property owners, and receive written consent that the property owner will allow these areas to be incorporated into their property. Based on these rights-of-way typically being between two (2) property owners, one-half (½) of the right-of-way will be offered to each property on either side of the right-of-way (*see attached maps*). Should a property owner choose not to participate in the process, the entire right-of-way will be offered to the other property owner. Should both property owners choose not to participate, the right-of-way will not be able to be abandoned; however, all improvements by either property owner -- *should improvements be located within the public right-of-way* -- will be required to be removed.

(2) *Subdivision Plat*. After written consent has been obtained from the adjacent property owners, staff will engage a surveyor to prepare a subdivision plat, legal description, and any other necessary exhibits for the area to be abandoned.

(3) *Ordinance and Quitclaim*. Staff will prepare an ordinance and quitclaim (*if necessary*) for the abandonment. The Texas Local Government Code requires that cities abandon public rights-of-way by ordinance.

(4) *Public Hearing*. A public hearing will be required to be advertised and held by the City Council when considering the adoption of an ordinance for a right-of-way abandonment. Both the subdivision plat and ordinance will be considered simultaneously.

(5) *Filing*. After the City Council has approved the subdivision plat, adopted the ordinance, all property owners have signed the subdivision plat, and the Mayor or City Manager have signed a quitclaim, the subdivision plat and quitclaim will be filed with Rockwall County.

In addition to the maps of the perspective abandonments, staff has prepared an example ordinance for the City Council's review. Should the City Council have any questions concerning the proposed text amendment staff will be available at the *February 5, 2023* City Council meeting.

1
W RALPH HALL PKWY
HALL DR
PARKWAY
759
757
30244
THE MEADOWS, BLOCK A, LOT 2
755
30244
THE MEADOWS, BLOCK A, LOT 1
751
764
30267
THE MEADOWS, BLOCK B, LOT 3
760
30266
THE MEADOWS, BLOCK B, LOT 2
756
30264
THE MEADOWS, BLOCK B, LOT 1
754
30239
THE MEADOWS, ACRES 2.211, GREENBELT & UTILITY EASEMENT
0.106 ac
48462
A0064 E P G CHISUM, TRACT 13 2, ACRES .843
LYNDEN PARK ESTATES PHASE 1A, BLOCK E, LOT 12
47973
LYNDEN PARK ESTATES PHASE 1A, BLOCK E, LOT 13
47974
LYNDEN PARK ESTATES PHASE 1A, BLOCK E, LOT 14
47975
LYNDEN PARK ESTATES PHASE 1A, BLOCK E, LOT 14-R, (REPLAT-2002)
175
LYNDEN PARK ESTATES PHASE 1A, BLOCK E, LOT 15
47976
WINDMILL RIDGE ESTATES #3B, BLOCK O, LOT 11
45226
210
WINDMILL RIDGE ESTATES #3B, BLOCK O, LOT 12-R, (REPLAT-2002)
45227
204
WINDMILL RIDGE ESTATES #3B, BLOCK O, LOT 10
45225
214
WINDMILL RIDGE ESTATES #3B, BLOCK G, LOT 10
55648
WINDMILL RIDGE ESTATES IV-B, BLOCK G, LOT 10
LYNDEN PARK ESTATES PHASE 1A, BLOCK E, LOT 11
47971
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City of Rockwall
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RIGHT OF WAY ABANDONMENT

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City of Rockwall

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Date: 1/11/2024

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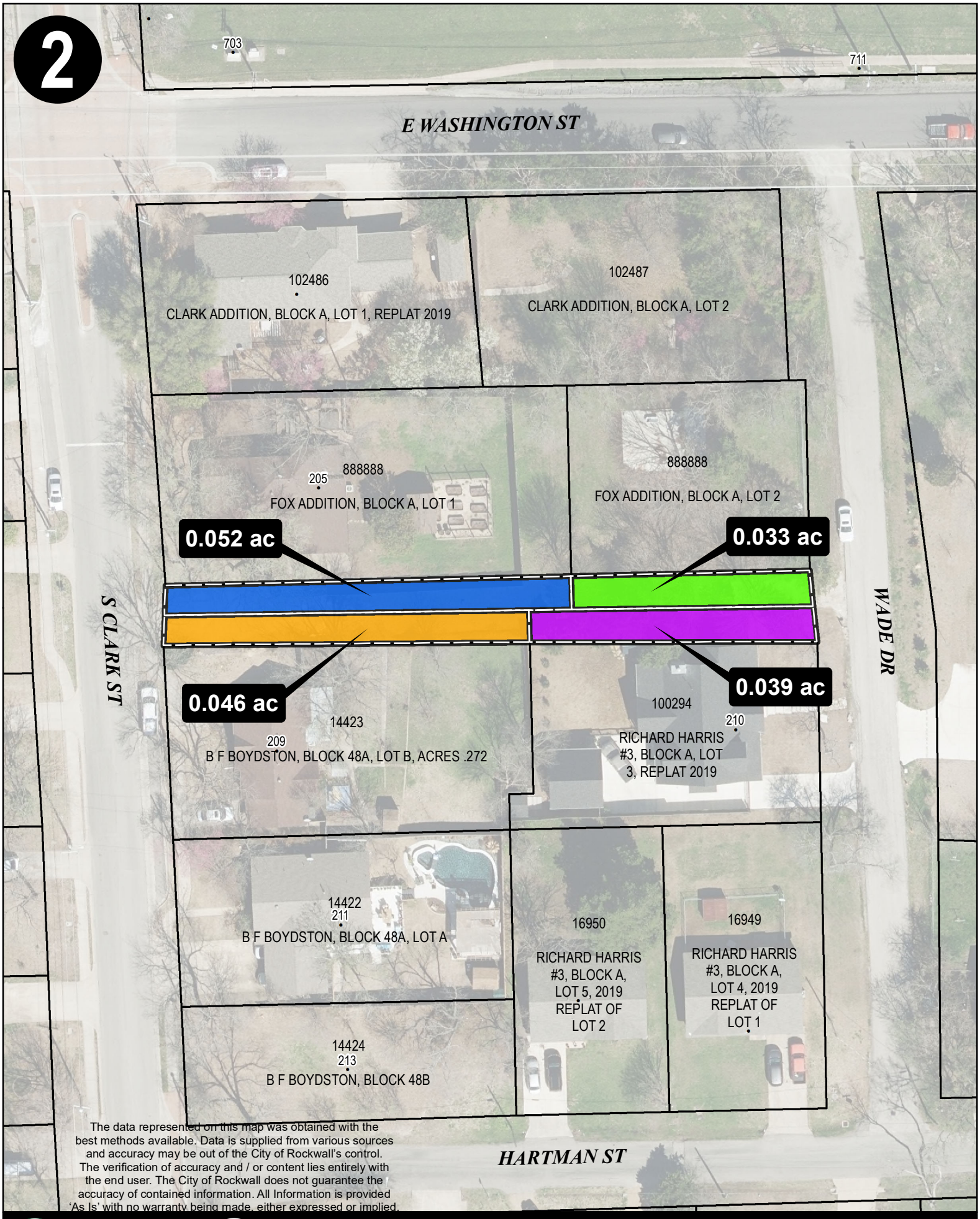
2
703
711
E WASHINGTON ST
102486
CLARK ADDITION, BLOCK A, LOT 1, REPLAT 2019
102487
CLARK ADDITION, BLOCK A, LOT 2
888888
205
FOX ADDITION, BLOCK A, LOT 1
888888
FOX ADDITION, BLOCK A, LOT 2
0.052 ac
0.033 ac
0.046 ac
0.039 ac
S CLARK ST
WADE DR
14423
209
B F BOYDSTON, BLOCK 48A, LOT B, ACRES .272
100294
210
RICHARD HARRIS #3, BLOCK A, LOT 3, REPLAT 2019
14422
211
B F BOYDSTON, BLOCK 48A, LOT A
16950
RICHARD HARRIS #3, BLOCK A, LOT 5, 2019 REPLAT OF LOT 2
16949
RICHARD HARRIS #3, BLOCK A, LOT 4, 2019 REPLAT OF LOT 1
14424
213
B F BOYDSTON, BLOCK 48B
HARTMAN ST
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Date: 1/19/2024

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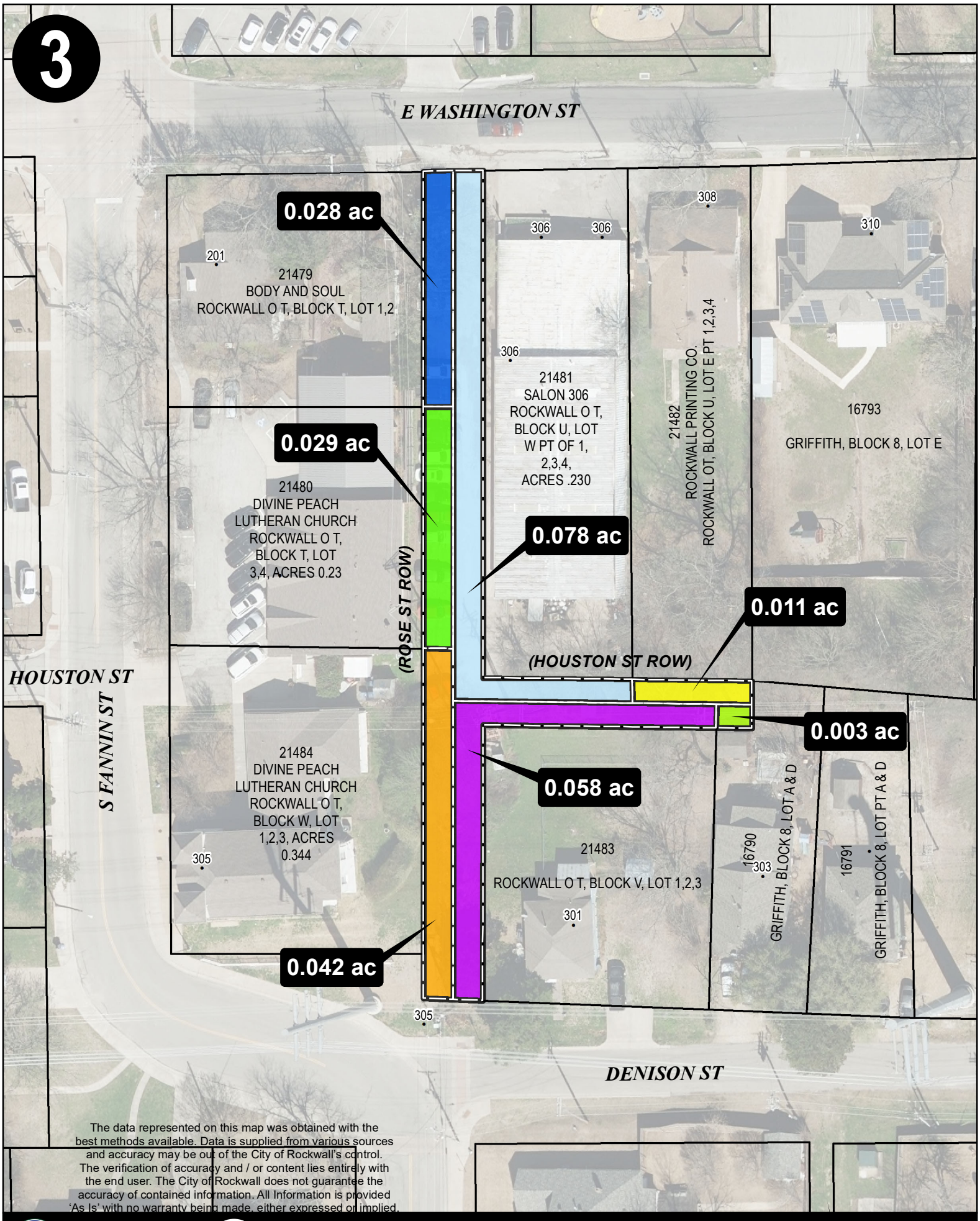
3
E WASHINGTON ST
0.028 ac
201
21479
BODY AND SOUL
ROCKWALL O T, BLOCK T, LOT 1,2
306
306
306
21481
SALON 306
ROCKWALL O T,
BLOCK U, LOT
W PT OF 1,
2,3,4,
ACRES .230
308
21482
ROCKWALL PRINTING CO.
ROCKWALL OT, BLOCK U, LOT E PT 1,2,3,4
310
16793
GRIFFITH, BLOCK 8, LOT E
0.029 ac
21480
DIVINE PEACH
LUTHERAN CHURCH
ROCKWALL O T,
BLOCK T, LOT
3,4, ACRES 0.23
0.078 ac
(ROSE ST ROW)
0.011 ac
(HOUSTON ST ROW)
HOUSTON ST
S FANNIN ST
0.003 ac
21484
DIVINE PEACH
LUTHERAN CHURCH
ROCKWALL O T,
BLOCK W, LOT
1,2,3, ACRES
0.344
0.058 ac
21483
ROCKWALL O T, BLOCK V, LOT 1,2,3
305
303
301
16790
GRIFFITH, BLOCK 8, LOT A & D
16791
GRIFFITH, BLOCK 8, LOT PT A & D
0.042 ac
305
DENISON ST
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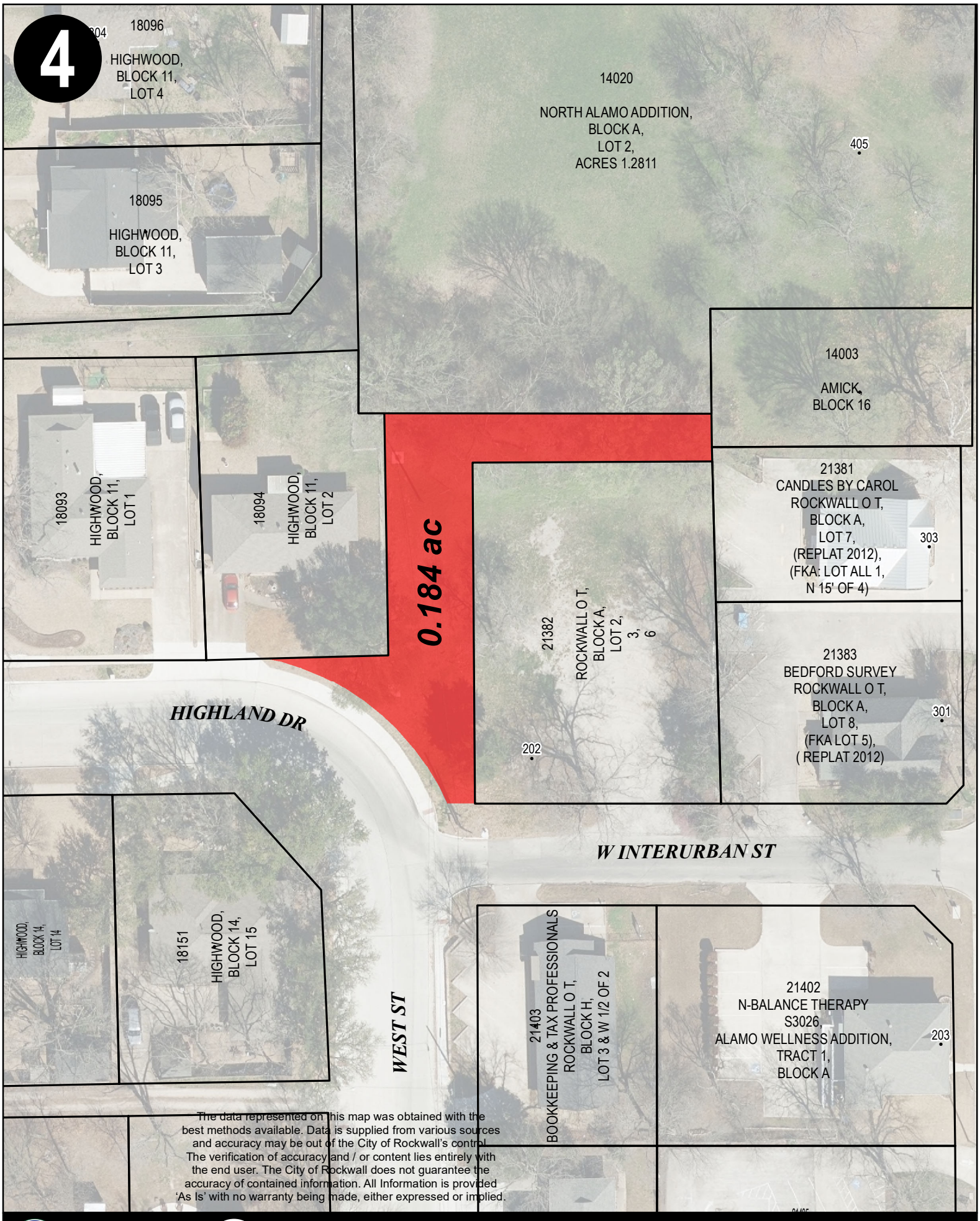
4
18096
HIGHWOOD,
BLOCK 11,
LOT 4
18095
HIGHWOOD,
BLOCK 11,
LOT 3
14020
NORTH ALAMO ADDITION,
BLOCK A,
LOT 2,
ACRES 1.2811
405
14003
AMICK,
BLOCK 16
18093
HIGHWOOD,
BLOCK 11,
LOT 1
18094
HIGHWOOD,
BLOCK 11,
LOT 2
0.184 ac
21381
CANDLES BY CAROL
ROCKWALL O T,
BLOCK A,
LOT 7,
(REPLAT 2012),
(FKA: LOT ALL 1,
N 15' OF 4)
303
21382
ROCKWALL O T,
BLOCK A,
LOT 2,
3,
6
21383
BEDFORD SURVEY
ROCKWALL O T,
BLOCK A,
LOT 8,
(FKA LOT 5),
(REPLAT 2012)
301
202
HIGHLAND DR
W INTERURBAN ST
HIGHWOOD,
BLOCK 14,
LOT 14
18151
HIGHWOOD,
BLOCK 14,
LOT 15
WEST ST
21403
BOOKKEEPING & TAX PROFESSIONALS
ROCKWALL O T,
BLOCK H,
LOT 3 & W 1/2 OF 2
21402
N-BALANCE THERAPY
S3026,
ALAMO WELLNESS ADDITION,
TRACT 1,
BLOCK A
203
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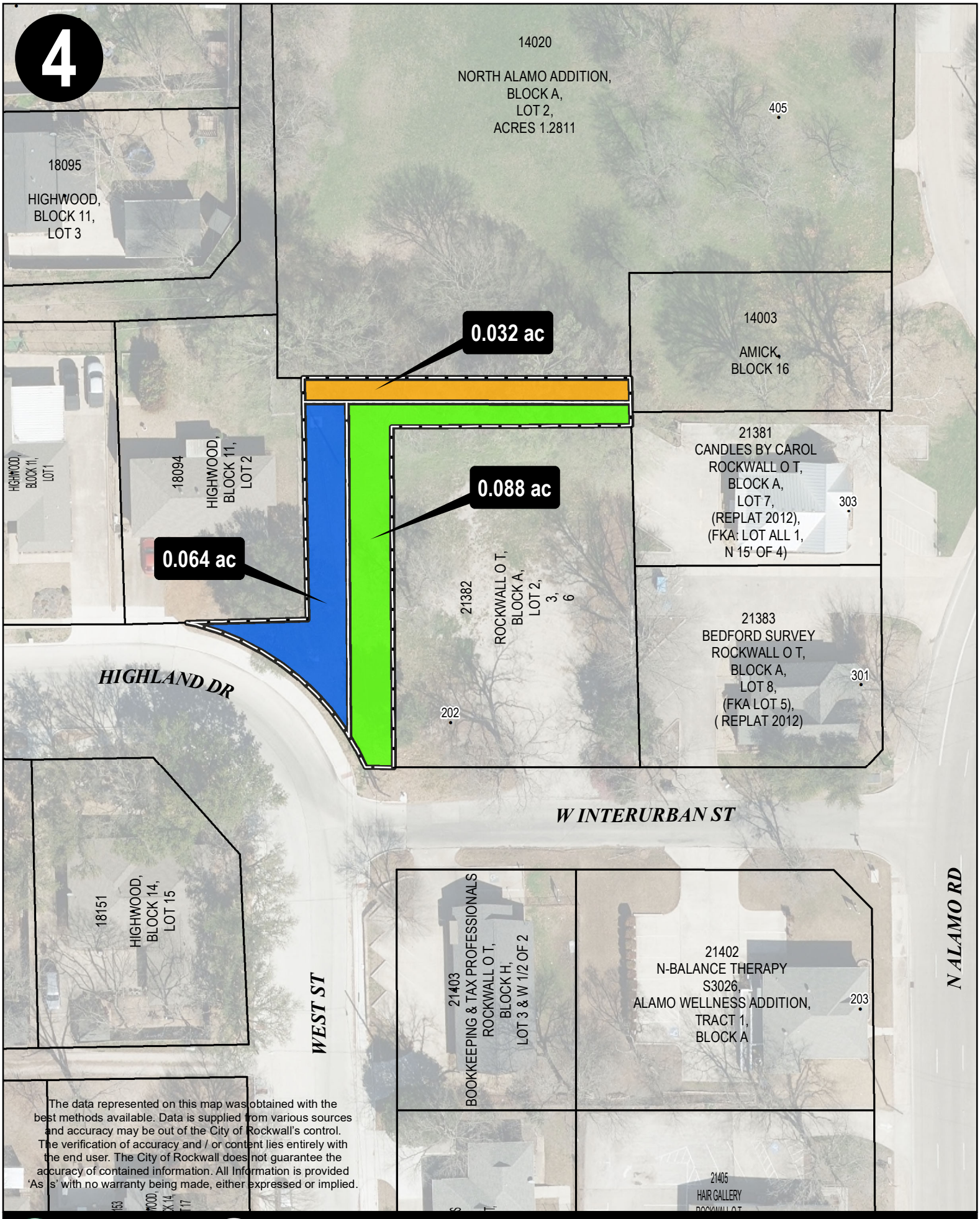
4
14020
NORTH ALAMO ADDITION,
BLOCK A,
LOT 2,
ACRES 1.2811
405
18095
HIGHWOOD,
BLOCK 11,
LOT 3
0.032 ac
14003
AMICK,
BLOCK 16
0.088 ac
0.064 ac
HIGHWOOD,
BLOCK 11,
LOT 1
18094
HIGHWOOD,
BLOCK 11,
LOT 2
21381
CANDLES BY CAROL
ROCKWALL O T,
BLOCK A,
LOT 7,
(REPLAT 2012),
(FKA: LOT ALL 1,
N 15' OF 4)
303
21382
ROCKWALL O T,
BLOCK A,
LOT 2,
3,
6
21383
BEDFORD SURVEY
ROCKWALL O T,
BLOCK A,
LOT 8,
(FKA LOT 5),
(REPLAT 2012)
301
202
HIGHLAND DR
W INTERURBAN ST
18151
HIGHWOOD,
BLOCK 14,
LOT 15
WEST ST
21403
BOOKKEEPING & TAX PROFESSIONALS
ROCKWALL O T,
BLOCK H,
LOT 3 & W 1/2 OF 2
21402
N-BALANCE THERAPY
S3026,
ALAMO WELLNESS ADDITION,
TRACT 1,
BLOCK A
203
N ALAMO RD
21405
HAIR GALLERY
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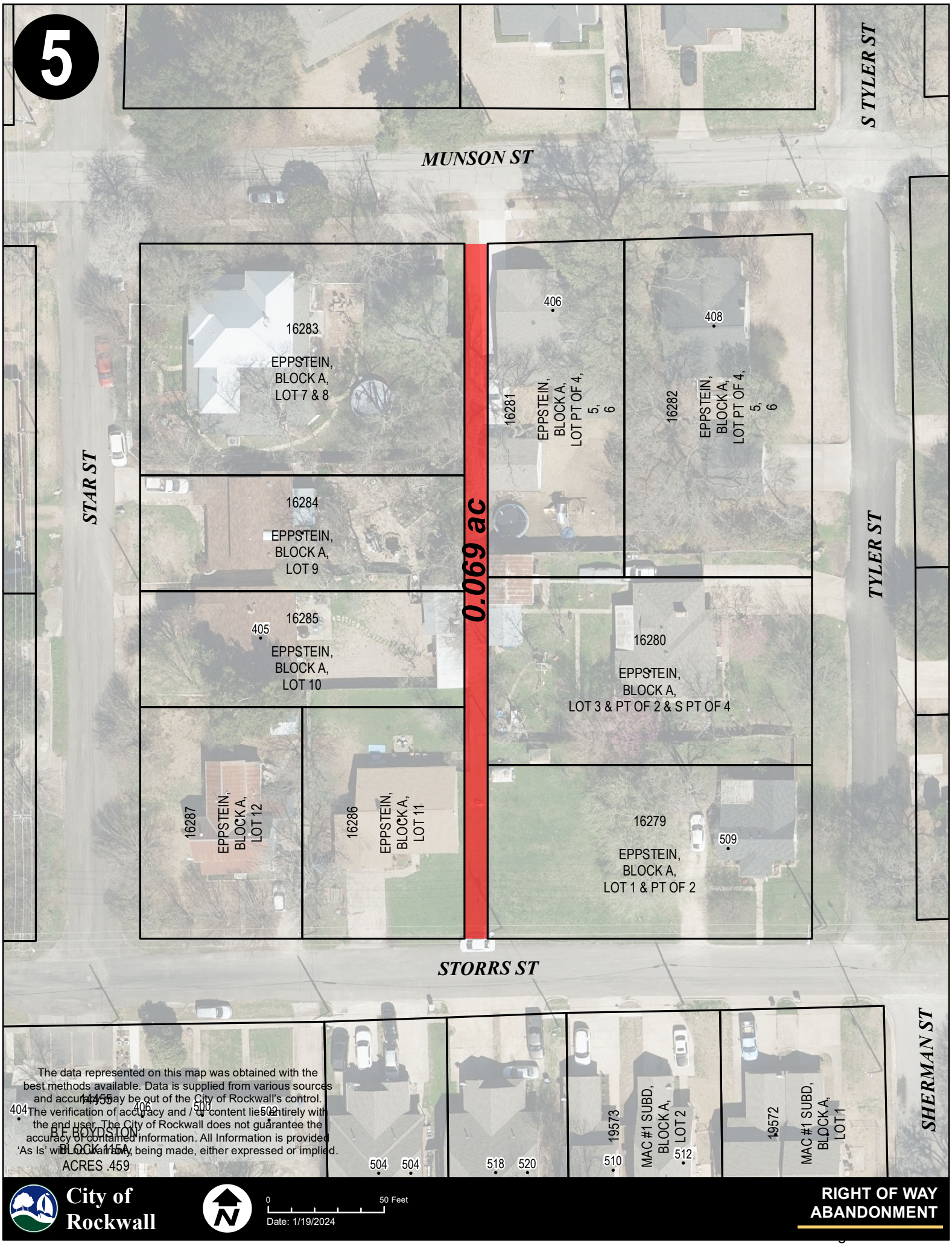

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Date: 1/19/2024

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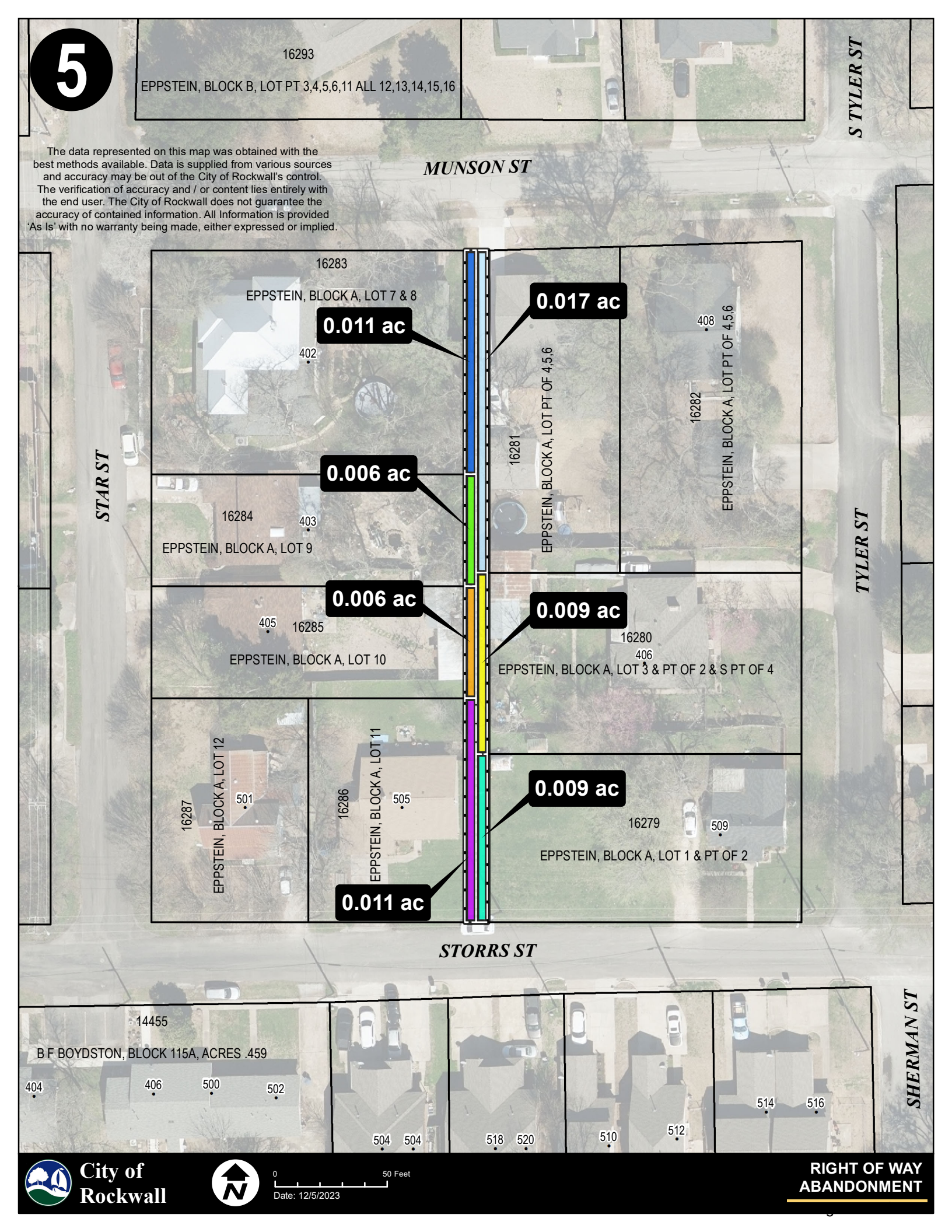
5
16293
EPPSTEIN, BLOCK B, LOT PT 3,4,5,6,11 ALL 12,13,14,15,16
S TYLER ST
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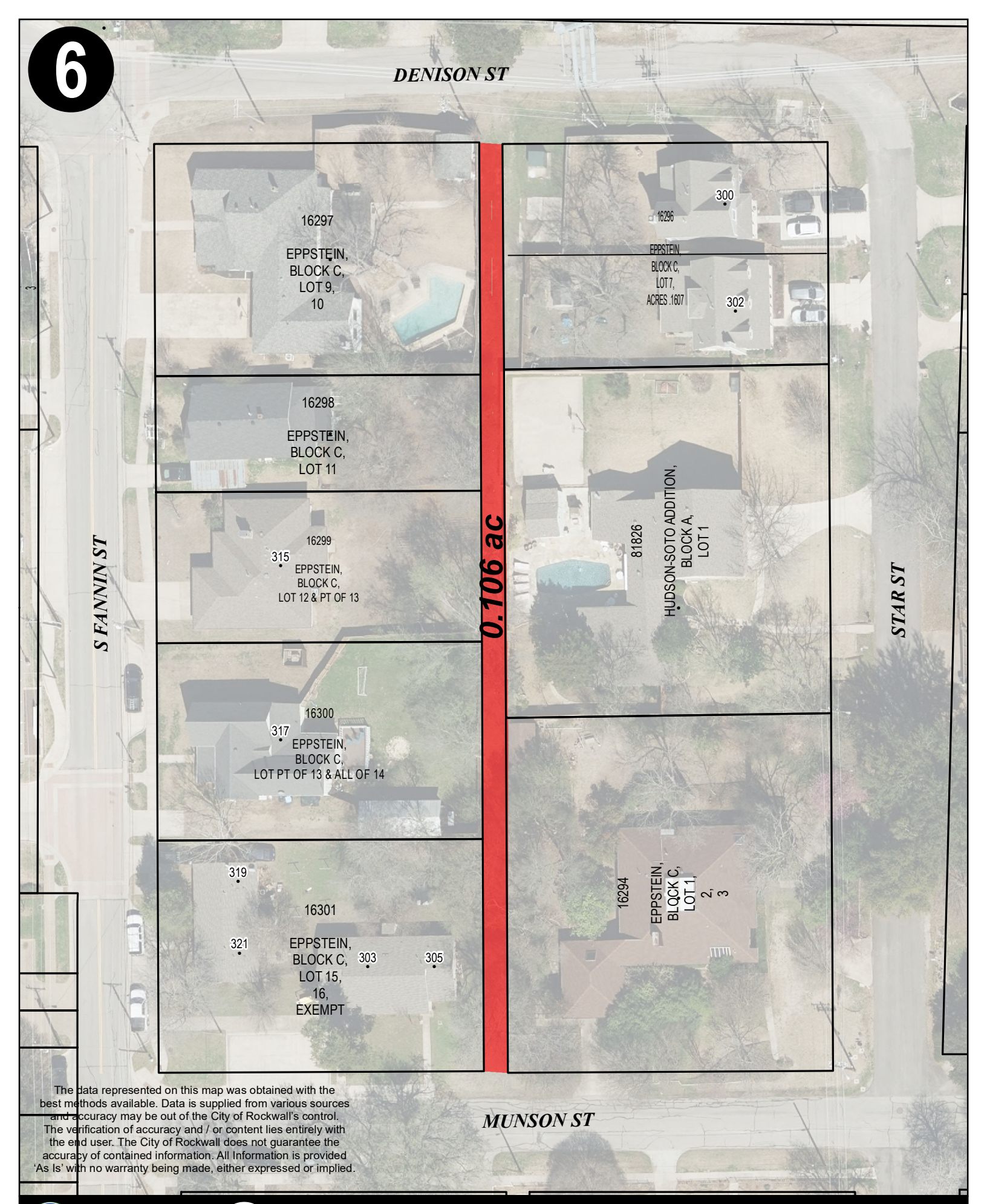
MUNSON ST
16283
EPPSTEIN, BLOCK A, LOT 7 & 8
0.011 ac
0.017 ac
402
408
16281
EPPSTEIN, BLOCK A, LOT PT OF 4,5,6
16282
EPPSTEIN, BLOCK A, LOT PT OF 4,5,6
STAR ST
0.006 ac
16284
403
EPPSTEIN, BLOCK A, LOT 9
TYLER ST
0.006 ac
0.009 ac
405
16285
EPPSTEIN, BLOCK A, LOT 10
16280
406
EPPSTEIN, BLOCK A, LOT 3 & PT OF 2 & S PT OF 4
16287
501
EPPSTEIN, BLOCK A, LOT 12
16286
505
EPPSTEIN, BLOCK A, LOT 11
0.009 ac
16279
509
EPPSTEIN, BLOCK A, LOT 1 & PT OF 2
0.011 ac
STORRS ST
14455
B F BOYDSTON, BLOCK 115A, ACRES .459
404
406
500
502
504
504
518
520
510
512
514
516
SHERMAN ST
City of Rockwall
0
50 Feet
Date: 12/5/2023
RIGHT OF WAY ABANDONMENT



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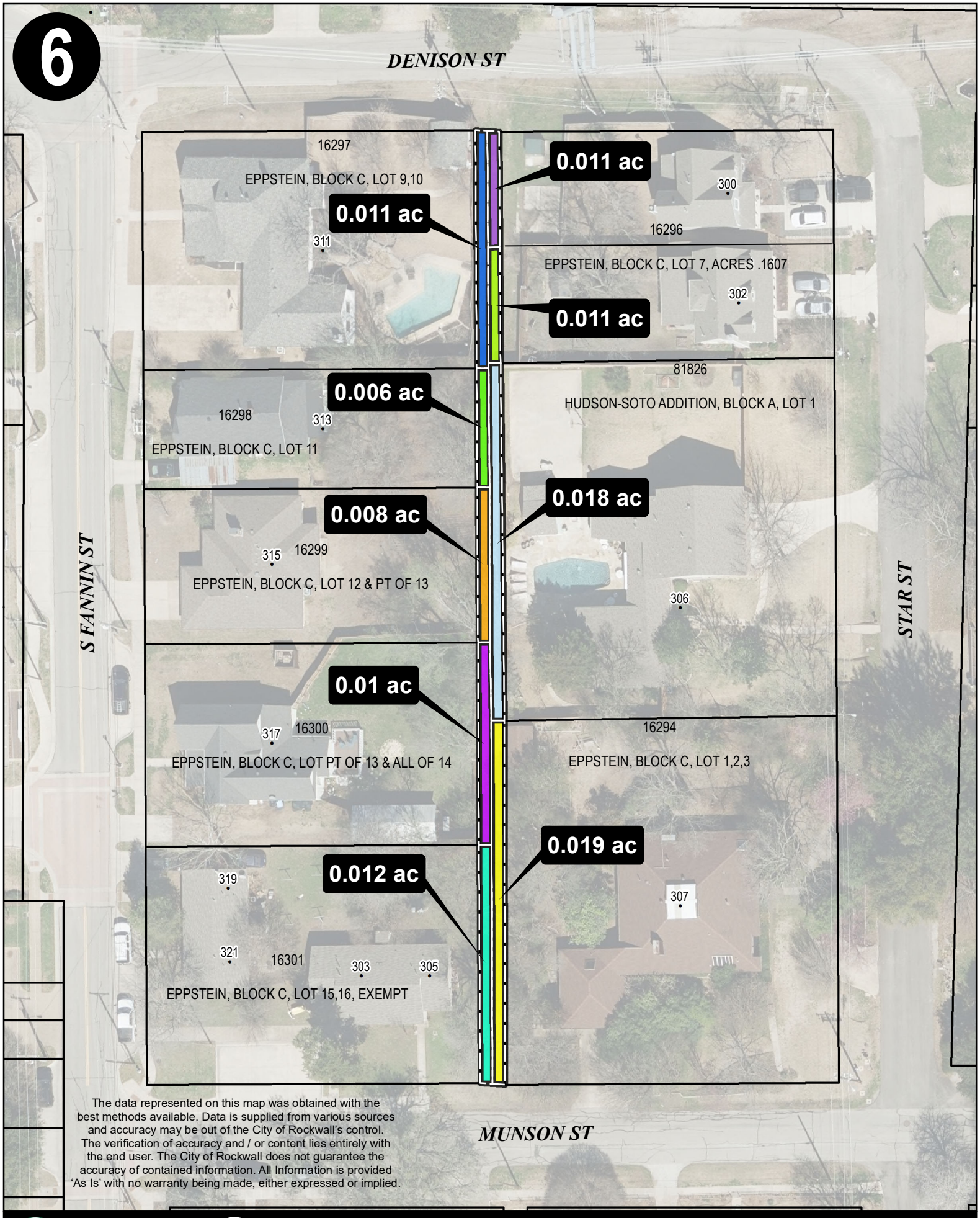
City of Rockwall

0 50 Feet

Date: 1/19/2024

RIGHT OF WAY ABANDONMENT


6
DENISON ST
16297
EPPSTEIN, BLOCK C, LOT 9,10
0.011 ac
311
0.011 ac
300
16296
EPPSTEIN, BLOCK C, LOT 7, ACRES .1607
302
0.011 ac
81826
HUDSON-SOTO ADDITION, BLOCK A, LOT 1
0.006 ac
16298
313
EPPSTEIN, BLOCK C, LOT 11
0.018 ac
0.008 ac
315
16299
EPPSTEIN, BLOCK C, LOT 12 & PT OF 13
306
S FANNIN ST
STAR ST
0.01 ac
317
16300
EPPSTEIN, BLOCK C, LOT PT OF 13 & ALL OF 14
16294
EPPSTEIN, BLOCK C, LOT 1,2,3
0.019 ac
0.012 ac
319
307
321
16301
303
305
EPPSTEIN, BLOCK C, LOT 15,16, EXEMPT
MUNSON ST
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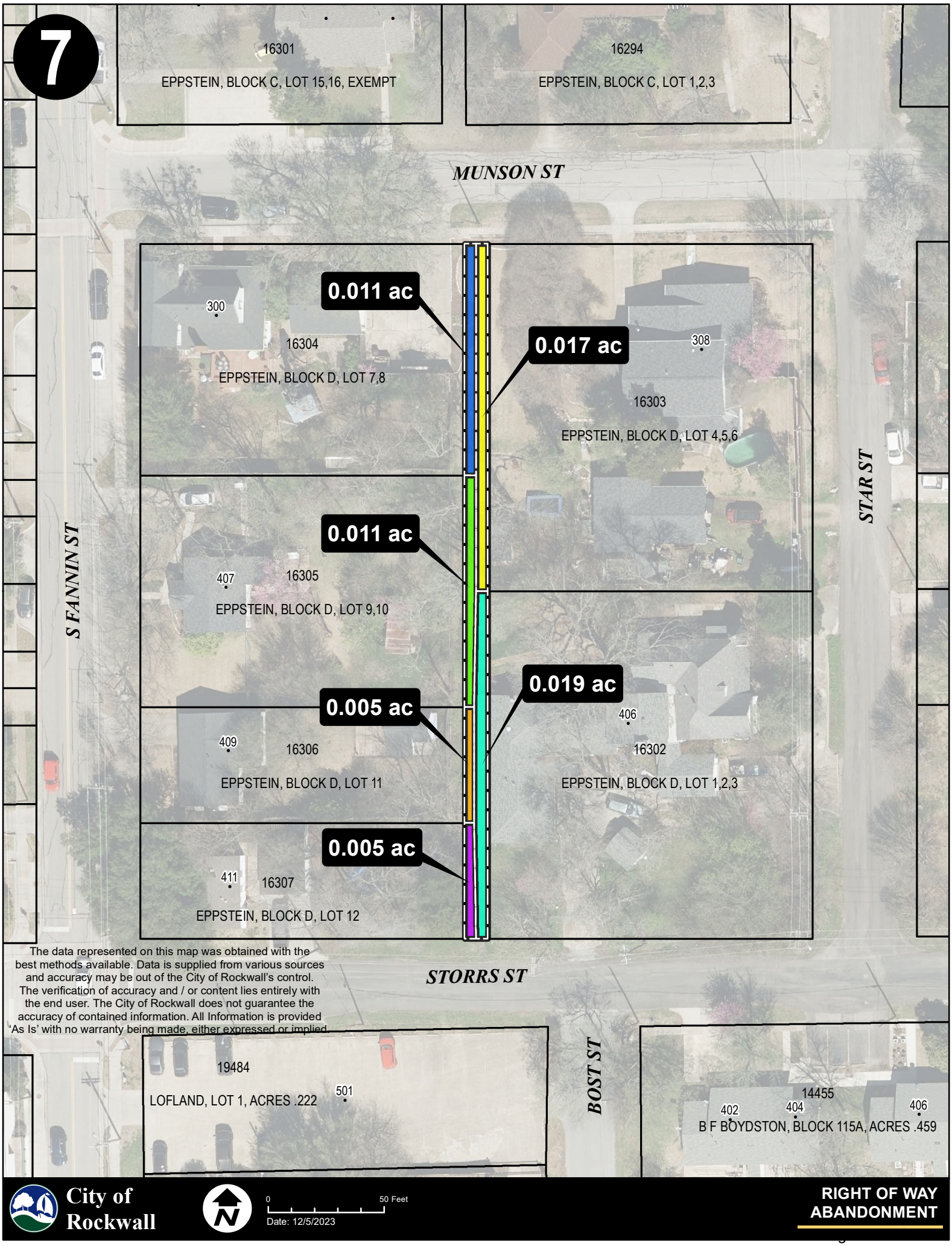
City of Rockwall
0
50 Feet
Date: 12/5/2023
RIGHT OF WAY ABANDONMENT

7
MUNSON ST
S FANNIN ST
STAR ST
STORRS ST
BOST ST
0.068 ac
300
16304
EPPSTEIN, BLOCK D, LOT 7, 8
308
16303
EPPSTEIN, BLOCK D, LOT 4, 5, 6
407
16305
EPPSTEIN, BLOCK D, LOT 9, 10
406
16302
EPPSTEIN, BLOCK D, LOT 1, 2, 3
409
16306
EPPSTEIN, BLOCK D, LOT 11
411
16307
EPPSTEIN, BLOCK D, LOT 12
19484
LOT LAND
LOT
ACRES .222
14455
402
404
406
B F BOYDSTON, BLOCK 115A, ACRES .459
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.
City of Rockwall
0
50 Feet
Date: 1/19/2024
RIGHT OF WAY ABANDONMENT



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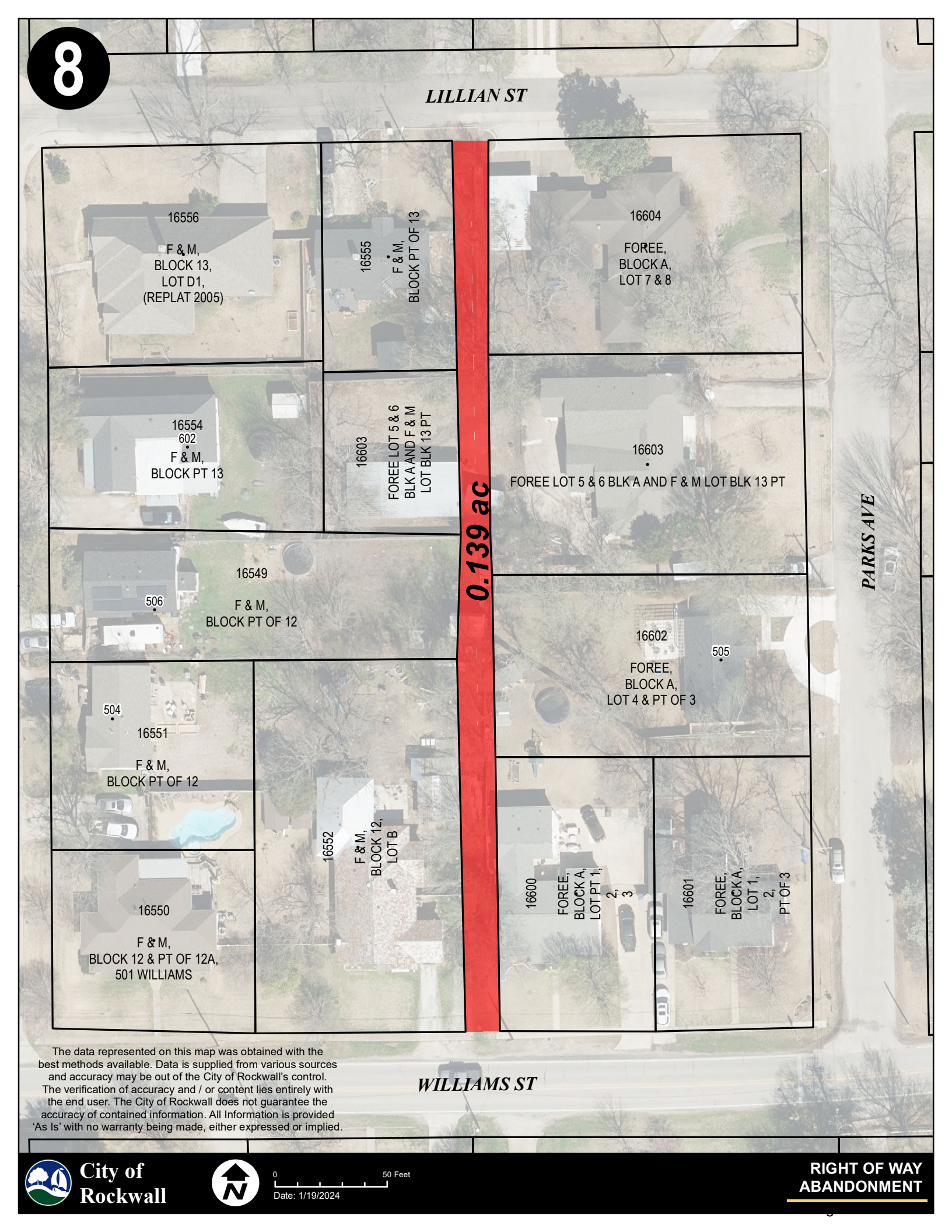
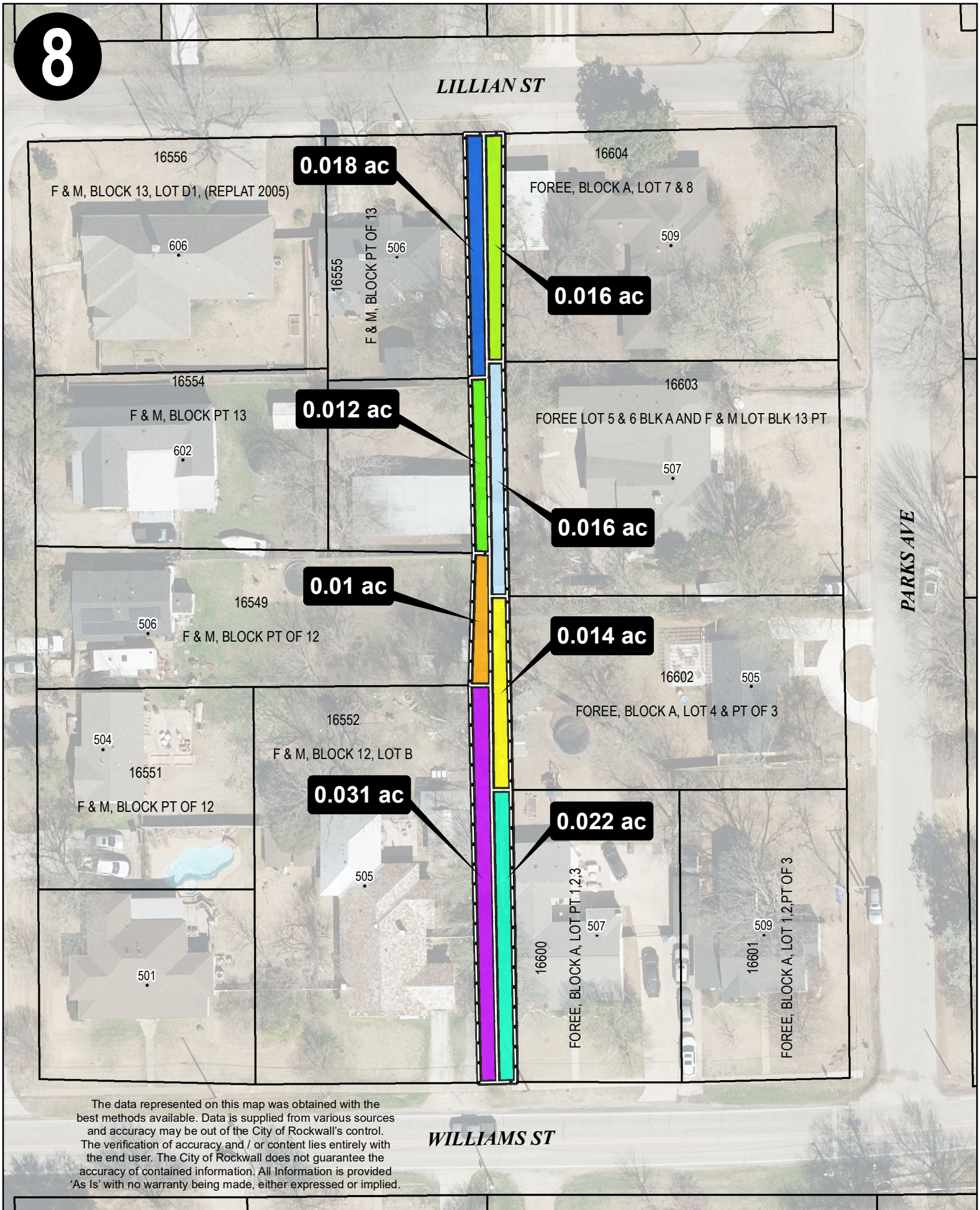
City of Rockwall

0 50 Feet

Date: 12/5/2023

RIGHT OF WAY ABANDONMENT


8
LILLIAN ST
16556
F & M,
BLOCK 13,
LOT D1,
(REPLAT 2005)
16555
F & M,
BLOCK PT OF 13
16604
FOREE,
BLOCK A,
LOT 7 & 8
16554
602
F & M,
BLOCK PT 13
16603
FOREE LOT 5 & 6
BLK A AND F & M
LOT BLK 13 PT
0.139 ac
16603
FOREE LOT 5 & 6 BLK A AND F & M LOT BLK 13 PT
PARKS AVE
16549
506
F & M,
BLOCK PT OF 12
16602
505
FOREE,
BLOCK A,
LOT 4 & PT OF 3
504
16551
F & M,
BLOCK PT OF 12
16552
F & M,
BLOCK 12,
LOT B
16600
FOREE,
BLOCK A,
LOT PT 1,
2,
3
16601
FOREE,
BLOCK A,
LOT 1,
2,
PT OF 3
16550
F & M,
BLOCK 12 & PT OF 12A,
501 WILLIAMS
WILLIAMS ST
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.
City of Rockwall
0
50 Feet
Date: 1/19/2024
RIGHT OF WAY ABANDONMENT



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City of Rockwall

0 50 Feet

Date: 12/5/2023

RIGHT OF WAY ABANDONMENT

CITY OF ROCKWALL

ORDINANCE NO. 24-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, CLOSING, ABANDONING AND VACATING A DEDICATED PUBLIC ALLEYWAY MORE SPECIFICALLY DESCRIBED IN *EXHIBIT 'A'* AND DEPICTED *EXHIBIT 'B'* OF THIS ORDINANCE AND CONVEYING THE RIGHT-OF-WAY TO THE ADJACENT PROPERTY OWNERS IN THE MANNER DEPICTED IN *EXHIBIT 'C'* OF THIS ORDINANCE; IDENTIFYING A MUNICIPAL PURPOSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Subsection 311.007, *Closing of Street or Alley by Home-Rule Municipality*, of Chapter 311, *General Provisions Relating to Municipal Streets*, of the Texas Transportation Code grants a home-rule municipality the powers to vacate, abandon, or close a street or alleyway; and,

WHEREAS, Section 272.001(b) of the Texas Local Government Code provides that land -- *including streets or alleys* -- owned in fee or used by easement by a political subdivision of the state, may be conveyed, sold or exchanged for less than fair market value with one or more of the abutting property owners who own the underlying fee; and,

WHEREAS, the City of Rockwall currently incurs costs annually associated with the maintenance (*i.e. mowing*) of the dedicated public alleyway -- *described in Exhibit 'A' and depicted in Exhibit 'B' of this ordinance* -- which is currently unimproved; and,

WHEREAS, the City Council of the City of Rockwall has determined that the dedicated public alleyway -- *described in Exhibit 'A' and depicted in Exhibit 'B' of this ordinance* -- is no longer needed for public purposes, and finds that it is in the best interest of the City to convey the alleyway to the adjacent and abutting property owners -- *in the manner depicted in Exhibit 'C' of this ordinance*; and,

WHEREAS, with proper notice to the public, a public hearing was held on [*DATE*] at a meeting of the City Council of the City of Rockwall, during which all interested parties and citizens were allowed to appear and be heard; and,

WHEREAS, the City of Rockwall has determined that it is feasible and advantageous to abandon this City property subject to the terms and conditions set forth below.

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

SECTION 1. PROPERTY. The *Property* shall be as described in *Exhibit 'A'* and depicted in *Exhibit 'B'* of this ordinance, and shall be incorporated by reference herein.

SECTION 2. QUITCLAIM. Section 272.001(b) of the Texas Local Government Code allows the City the power to convey city-owned property at less than fair market value to the abutting property owners. The Mayor of the City of Rockwall or the City Manager, as the case may be, are authorized to quitclaim the *Property* described in *Section 1* hereof to the abutting property owner upon the approval of this ordinance.

SECTION 3. LIMITATIONS. The abandonment of the *Property* shall extend only to the public right, title and easement in and to the tracts of land described in *Exhibit 'A'* and depicted in *Exhibit 'B'* of this

DRAFT ORDINANCE 02-05-2024

ordinance, and shall be construed only to that interest the governing body of the City may legally and lawfully abandon.

SECTION 4. MUNICIPAL PURPOSE. The *Property* described in *Section 1*, save and except the municipal utility easements located thereon, is no longer needed for municipal purposes and it is in the public interest of the City, to abandon said described portions of the right-of-way as depicted in *Exhibit 'C'* to the adjacent and abutting property owners.

SECTION 5. SCOPE. That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in *Section 1* of this ordinance, and shall be construed only to that interest the governing body of the City of Rockwall may legally and lawfully abandon.

SECTION 6. EXCEPTIONS. In addition to the express reservations provided for in *Section 1* hereof, the conveyance is made subject to any and all valid, conditions, easements, restrictions and the like, whether record or not in the real property records of Rockwall County Texas.

SECTION 7. INCORPORATION OF RECITALS. The City Council finds the recitals contained in the preamble to this *Ordinance* are true and correct and incorporates them as findings of fact.

SECTION 8. SAVINGS CLAUSE. 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 9. REPEALING ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 10. EFFECTIVE DATE. This *Ordinance* shall be effective immediately following its passage and approval by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 4TH DAY OF MARCH, 2024.

_____
Trace Johannessen, *Mayor*

ATTEST:

_____
Kristy Teague, *City Secretary*

APPROVED AS TO FORM:

_____

DRAFT ORDINANCE 02.05.2024

Frank J. Garza, *City Attorney*

1st Reading: *February 20, 2024*

2nd Reading: *March 4, 2024*

DRAFT
ORDINANCE
02.05.2024

Exhibit 'A'
Legal Description of Dedicated Public Right-of-Way to be Abandoned

LEGAL DESCRIPTION

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ORDINANCE
02.05.2024

Exhibit 'B'
Dedicated Public Right-of-Way to be Abandoned

MAP OF SUBJECT PROPERTY

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ORDINANCE
02.05.2024

Exhibit 'C'
Conveyance to Adjacent and Abutting Property Owners

SUBDIVISION OF RIGHT-OF-WAY

DRAFT ORDINANCE 02.05.2024

City of Rockwall
The New Horizon

Building Inspections Department
Monthly Report

December 2023

Permits

Total Permits Issued:	**214**
Building Permits:	23
Contractor Permits:	191
Total Commercial Permit Values:	**$6,228,488.86**
Building Permits:	$4,788,000.00
Contractor Permits:	$1,440,488.86
Total Fees Collected:	**$295,452.22**
Building Permits:	$200,970.18
Contractor Permits:	$94,482.04

Board of Adjustment

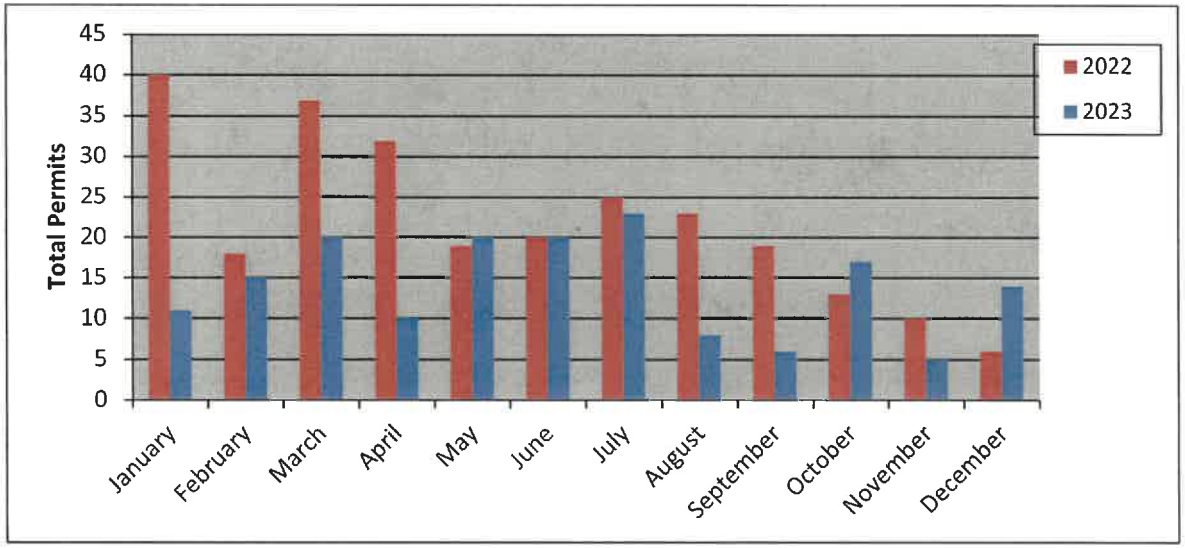
Board of Adjustment Cases:	**0**

City of Rockwall
PERMITS ISSUED - Summary by Type and Subtype
For the Period 12/1/2023 to 12/31/2023

Type/Subtype	# of Permits Issued	Valuation of Work	Fees Charged
Commercial Building Permit	58	$6,228,488.86	$187,855.52
Accessory Building Permit	2	49,000.00	$787.44
Addition	1	3,200,000.00	$52,561.41
Backflow Permit	1	2,824.86	$82.37
Certificate of Occupancy	10		$762.00
Demolition	1		$51.00
Electrical Permit	6	31,500.00	$816.79
Irrigation Permit	7		$70,800.84
Mechanical Permit	2	18,400.00	$378.94
New Construction	3	1,539,000.00	$53,680.12
Plumbing Permit	4	16,569.00	$472.28
Pool	1		$306.00
Remodel	5	611,000.00	$4,945.33
Roofing Permit	3	611,125.00	$229.50
Sign Permit	9	149,070.00	$1,063.50
Temporary Certificate of Occupancy	3		$918.00
Residential Building Permit	156		$107,596.70
Accessory Building Permit	2		$98.33
Addition	1		$127.50
Concrete Permit	7		$600.58
Electrical Permit	3		$280.50
Fence Permit	14		$714.00
Generator	7		$1,068.00
Irrigation Permit	10		$763.50
Mechanical Permit	9		$1,040.50
New Single Family Residential	14		$93,715.38
Outdoor Kitchen Permit	1		$154.00
Patio Cover/Pergola	4		$510.00
Plumbing Permit	33		$2,618.00
Pool	3		$558.00
Remodel	2		$255.00
Retaining Wall Permit	2		$102.00
Roofing Permit	30		$2,281.50
Solar Panel Permit	5		$2,252.91
Window & Door Permit	9		$457.00
Totals:	**214**		**$295,452.22**

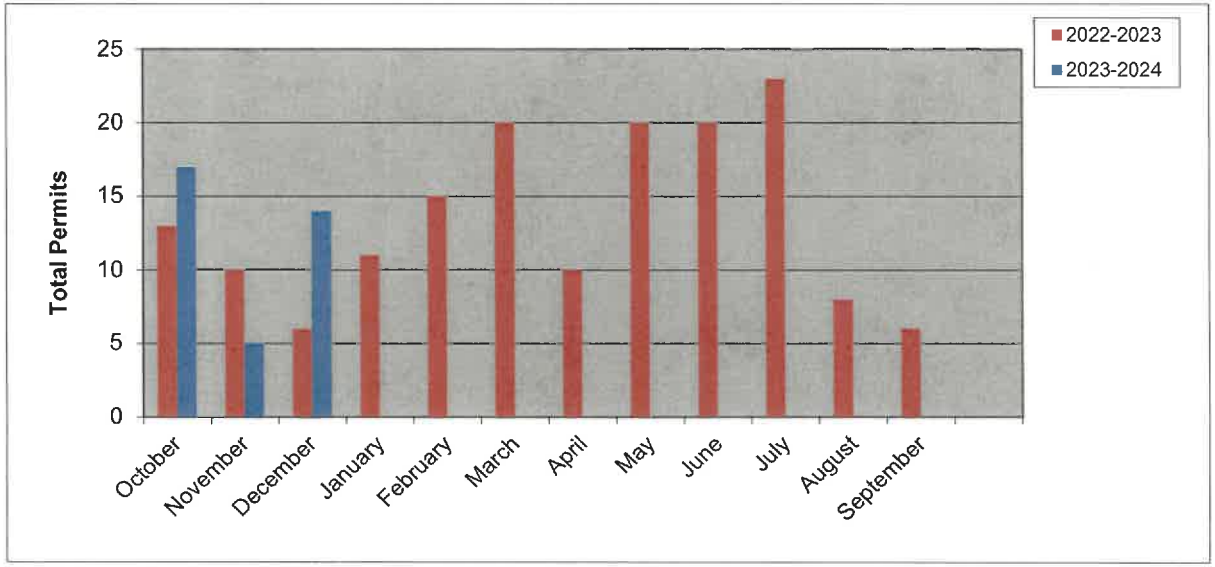
New Residential Permits Calendar Year

	Year	
	2022	2023
January	40	11
February	18	15
March	37	20
April	32	10
May	19	20
June	20	20
July	25	23
August	23	8
September	19	6
October	13	17
November	10	5
December	6	14
Totals	262	169



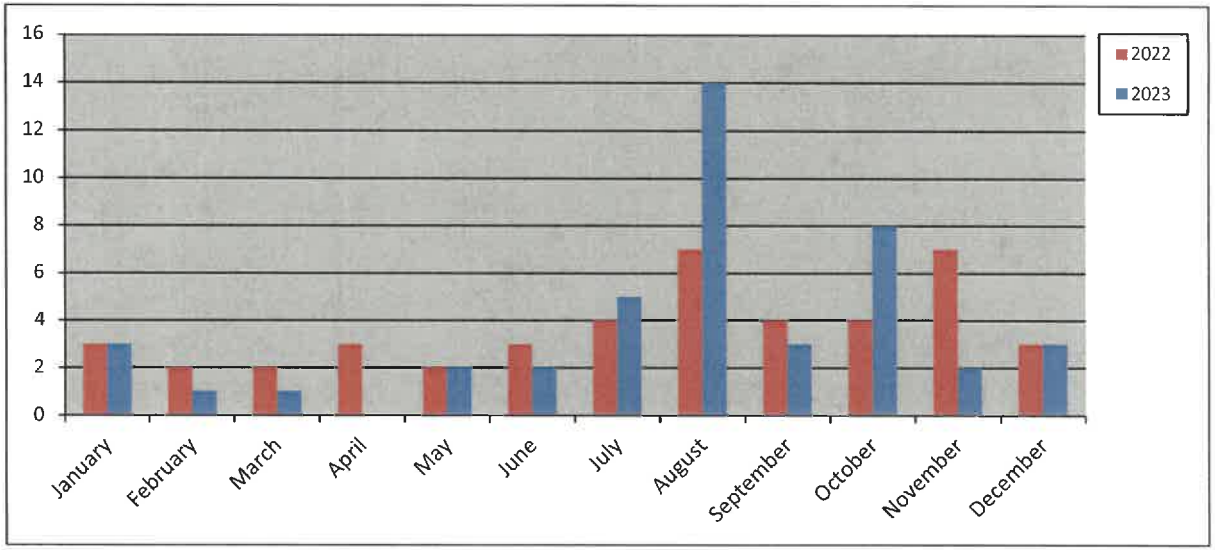
New Residential Permits Fiscal Year

	Year	
	2022-2023	2023-2024
October	13	17
November	10	5
December	6	14
January	11	
February	15	
March	20	
April	10	
May	20	
June	20	
July	23	
August	8	
September	6	
Totals	**162**	**36**



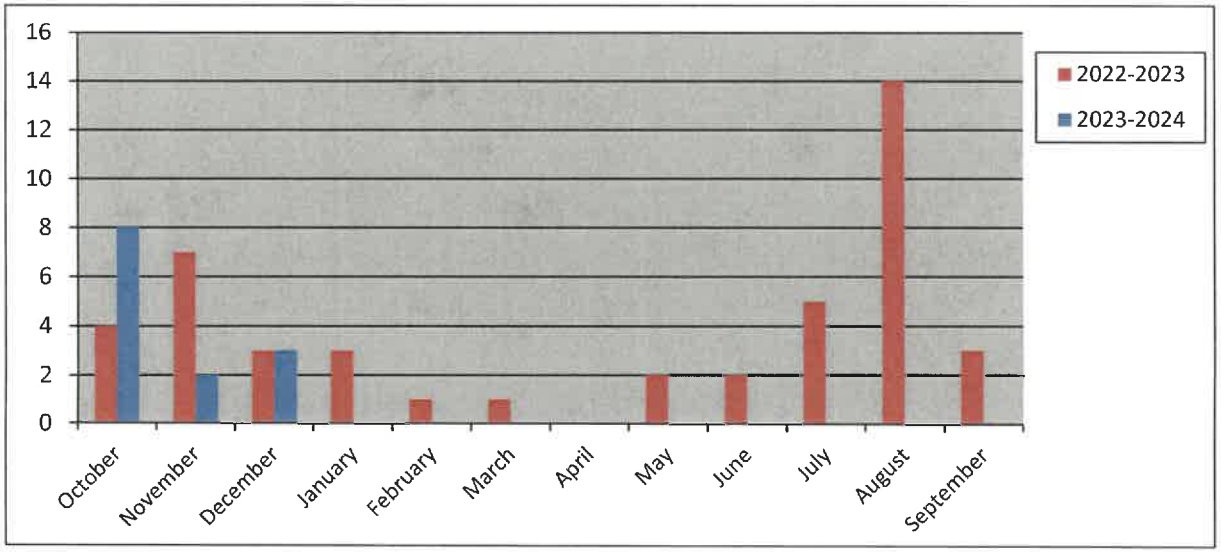
Residential Remodel/Additions Permits Calendar Year

	Year	
	2022	2023
January	3	3
February	2	1
March	2	1
April	3	0
May	2	2
June	3	2
July	4	5
August	7	14
September	4	3
October	4	8
November	7	2
December	3	3
Totals	44	44



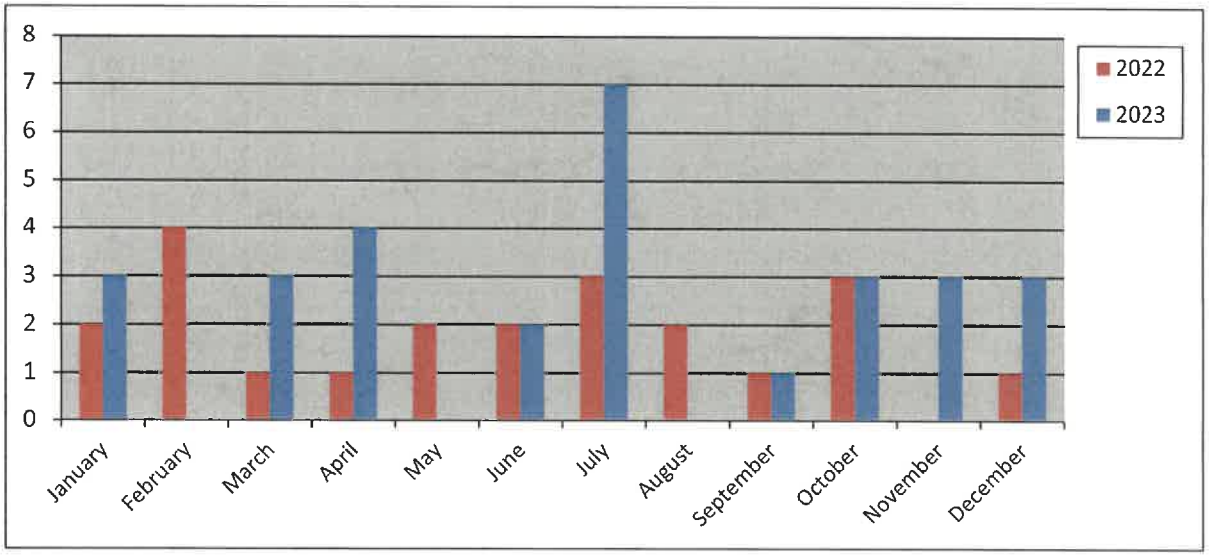
Residential Remodel/Additions Permits Fiscal Year

	Year	
	2022-2023	2023-2024
October	4	8
November	7	2
December	3	3
January	3	
February	1	
March	1	
April	0	
May	2	
June	2	
July	5	
August	14	
September	3	
Totals	**45**	**13**



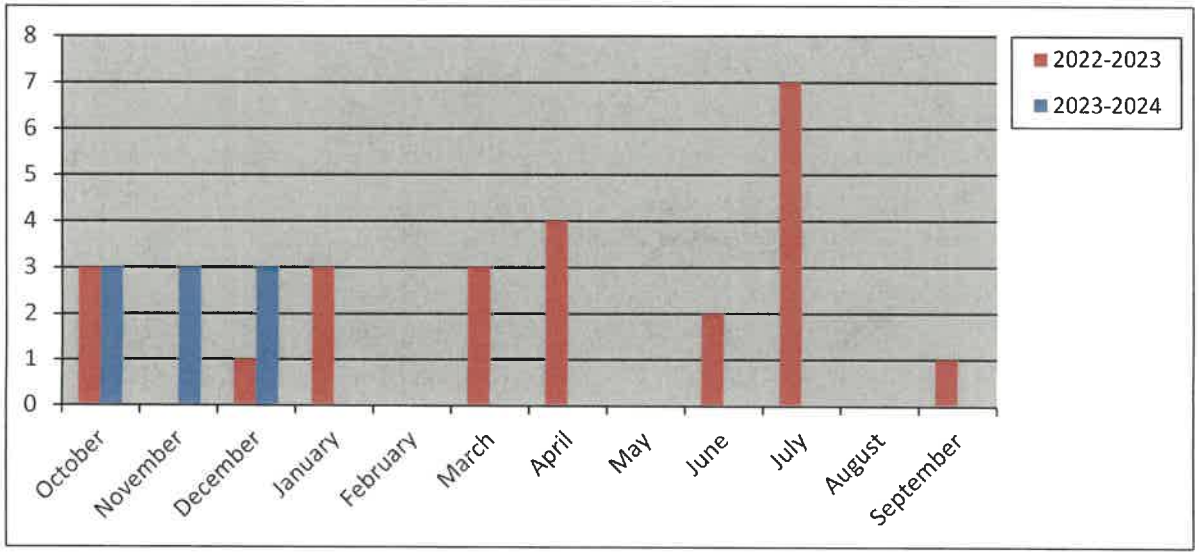
New Commercial Permits Calendar Year

	Year	
	2022	2023
January	2	3
February	4	0
March	1	3
April	1	4
May	2	0
June	2	2
July	3	7
August	2	0
September	1	1
October	3	3
November	0	3
December	1	3
Totals	**22**	**29**



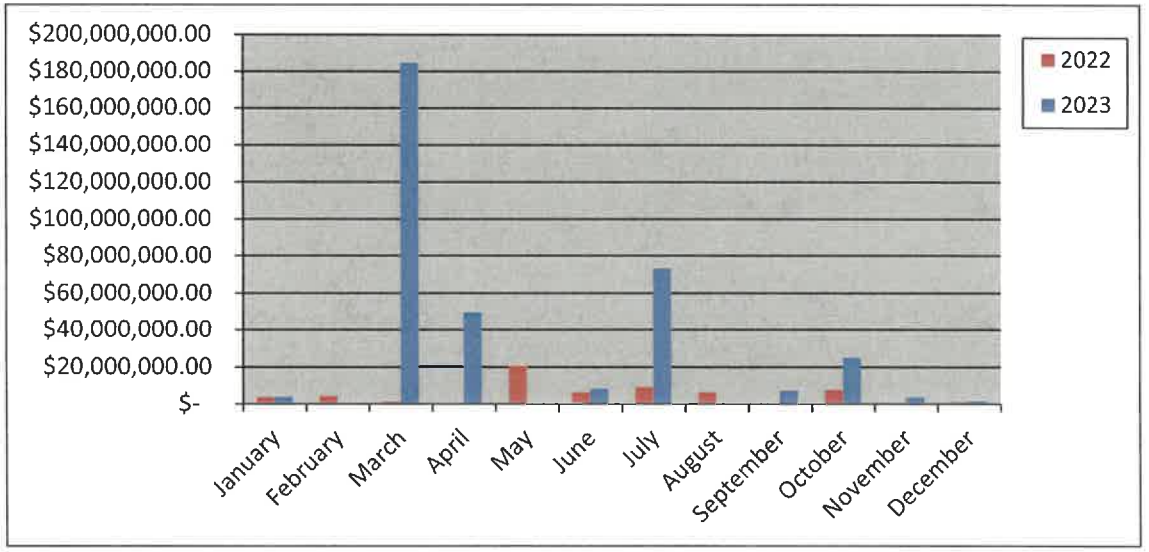
New Commercial Permits Fiscal Year

	Year	
	2022-2023	2023-2024
October	3	3
November	0	3
December	1	3
January	3	
February	0	
March	3	
April	4	
May	0	
June	2	
July	7	
August	0	
September	1	
Totals	**24**	**9**



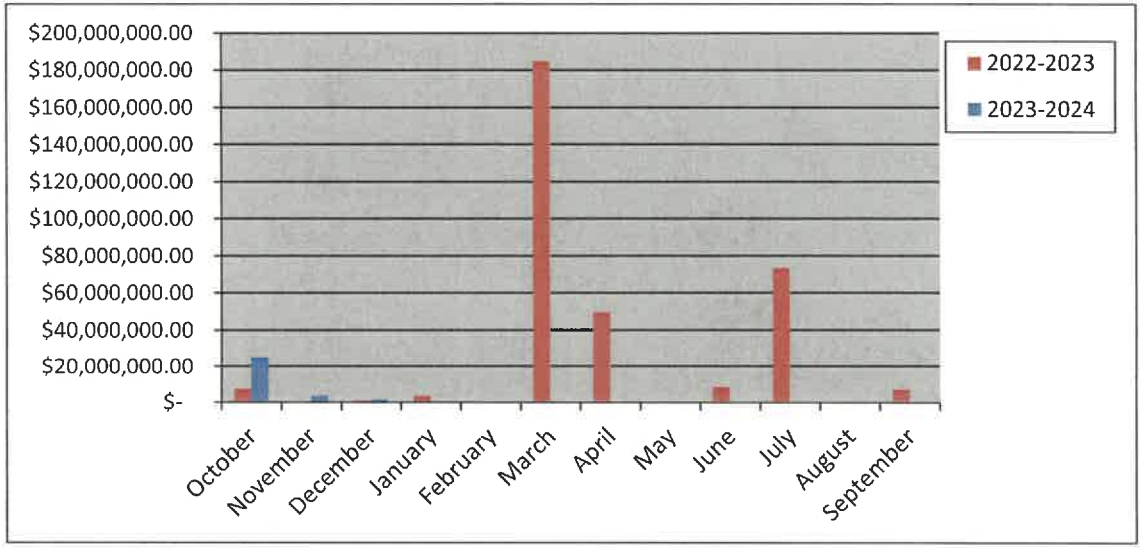
New Commercial Value Calendar Year

	Year	
	2022	2023
January	$ 3,625,000.00	$ 3,684,500.00
February	$ 4,186,300.00	$ -
March	$ 1,200,000.00	$ 184,834,500.00
April	$ 250,000.00	$ 49,466,652.00
May	$ 20,400,000.00	$ -
June	$ 6,300,000.00	$ 8,450,000.00
July	$ 9,075,000.00	$ 73,254,209.00
August	$ 6,244,700.00	$ -
September	$ 550,000.00	$ 7,200,000.00
October	$ 7,472,450.00	$ 25,014,439.00
November	$ -	$ 3,500,000.00
December	$ 1,000,000.00	$ 1,539,000.00
Totals	**$ 60,303,450.00**	**$ 356,943,300.00**



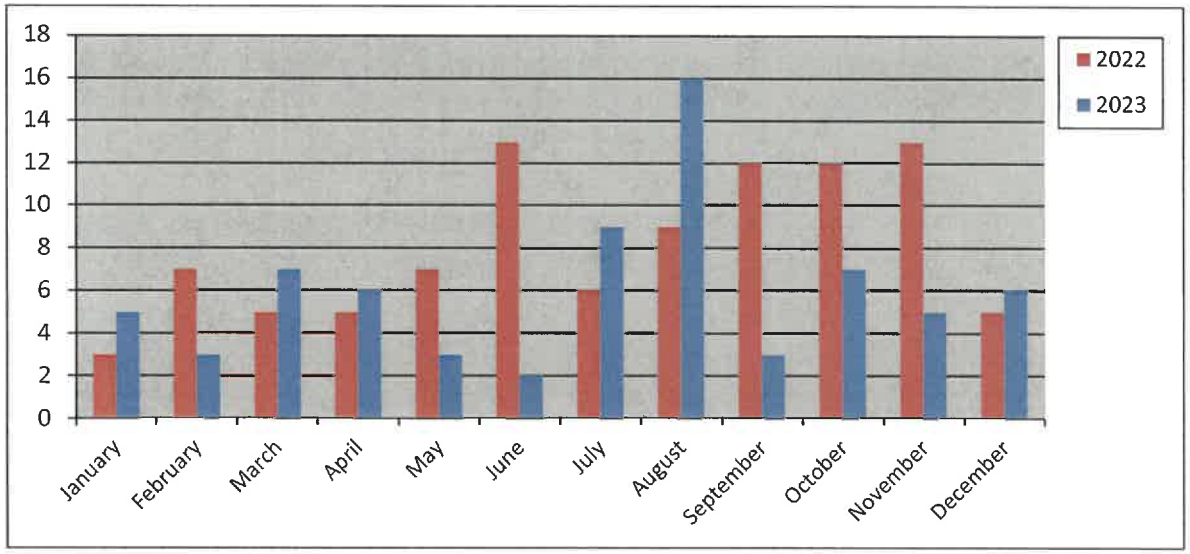
New Commercial Value Fiscal Year

	Year	
	2022-2023	2023-2024
October	$ 7,472,450.00	$ 25,014,439.00
November	$ -	$ 3,500,000.00
December	$ 1,000,000.00	$ 1,539,000.00
January	$ 3,684,500.00	
February	$ -	
March	$ 184,834,500.00	
April	$ 49,466,652.00	
May	$ -	
June	$ 8,450,000.00	
July	$ 73,254,209.00	
August	$ -	
September	$ 7,200,000.00	
Totals	**$ 335,362,311.00**	**$ 30,053,439.00**



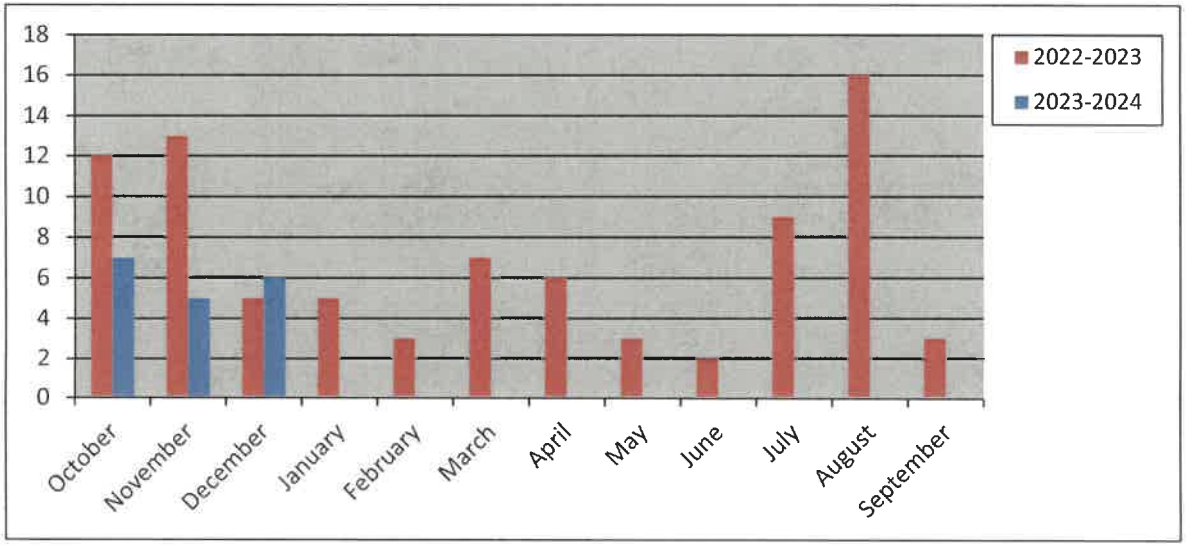
Commercial Remodel Permits Calendar Year

	Year	
	2022	2023
January	3	5
February	7	3
March	5	7
April	5	6
May	7	3
June	13	2
July	6	9
August	9	16
September	12	3
October	12	7
November	13	5
December	5	6
Totals	**97**	**72**



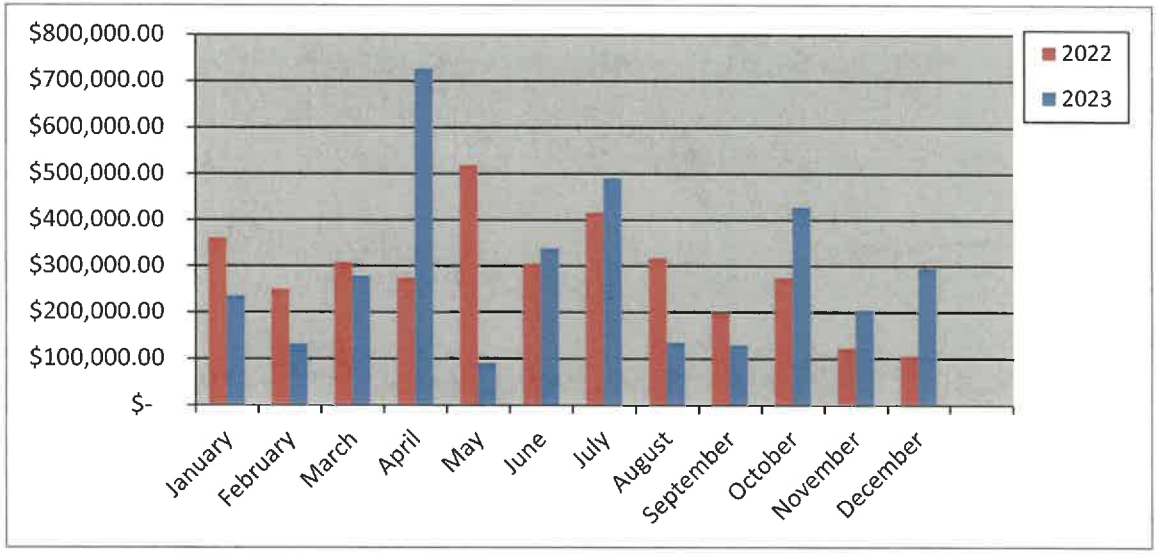
Commercial Remodel Permits Fiscal Year

	Year	
	2022-2023	2023-2024
October	12	7
November	13	5
December	5	6
January	5	
February	3	
March	7	
April	6	
May	3	
June	2	
July	9	
August	16	
September	3	
Totals	**84**	**18**



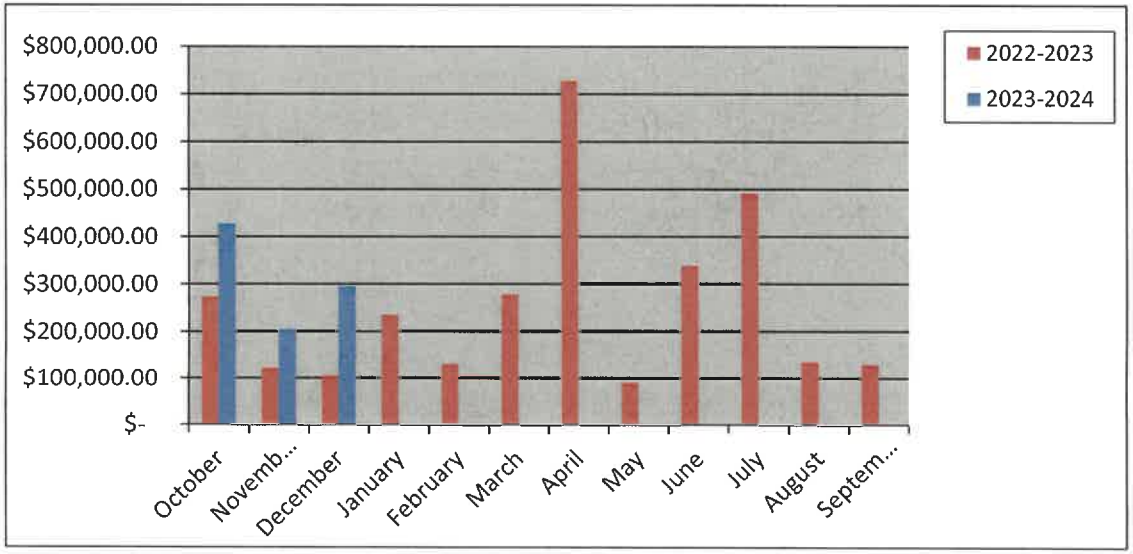
Total Fees Collected Calendar Year

	Year	
	2022	2023
January	$ 361,270.18	$ 235,769.45
February	$ 250,094.89	$ 131,295.33
March	$ 307,866.69	$ 278,577.39
April	$ 274,768.54	$ 727,627.76
May	$ 518,725.96	$ 91,036.40
June	$ 304,895.03	$ 338,892.45
July	$ 416,616.46	$ 491,588.49
August	$ 317,170.14	$ 135,201.61
September	$ 197,419.77	$ 129,729.04
October	$ 274,314.07	$ 428,622.49
November	$ 122,821.42	$ 204,858.87
December	$ 105,480.50	$ 295,452.22
Totals	**$ 3,451,443.65**	**$ 3,488,651.50**



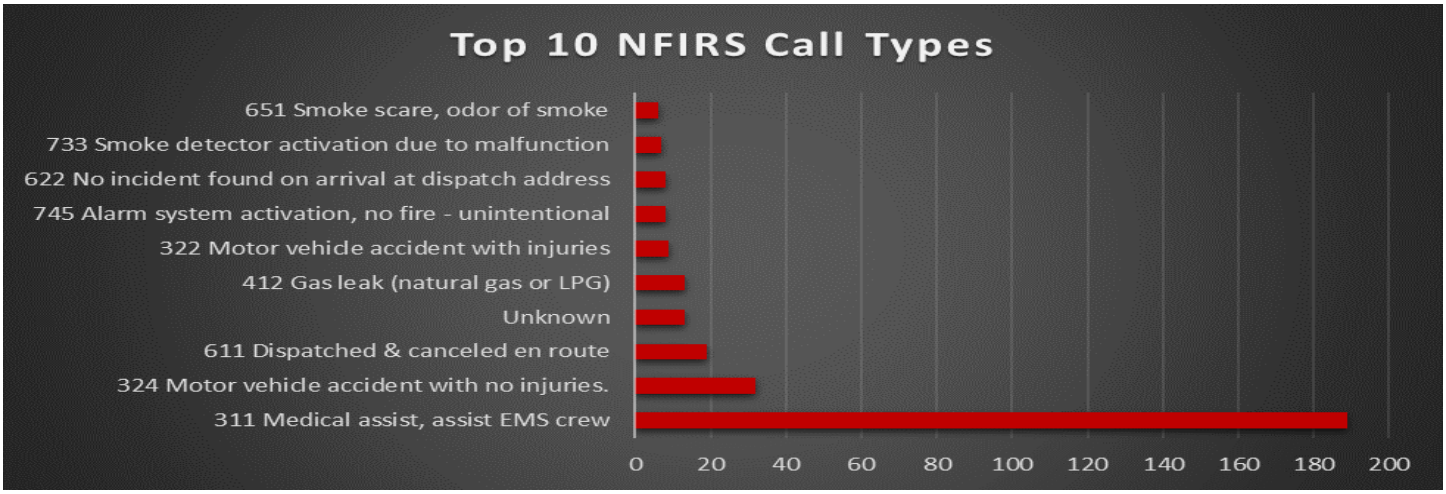
Total Fees Collected Fiscal Year

	Year	
	2022-2023	2023-2024
October	$ 274,314.07	$ 428,622.49
November	$ 122,821.42	$ 204,858.87
December	$ 105,480.50	$ 295,452.22
January	$ 235,769.45	
February	$ 131,295.33	
March	$ 278,577.39	
April	$ 727,627.76	
May	$ 91,036.40	
June	$ 338,892.45	
July	$ 491,588.49	
August	$ 135,201.61	
September	$ 129,729.04	
Totals	**$ 3,062,333.91**	**$ 928,933.58**



December 2023

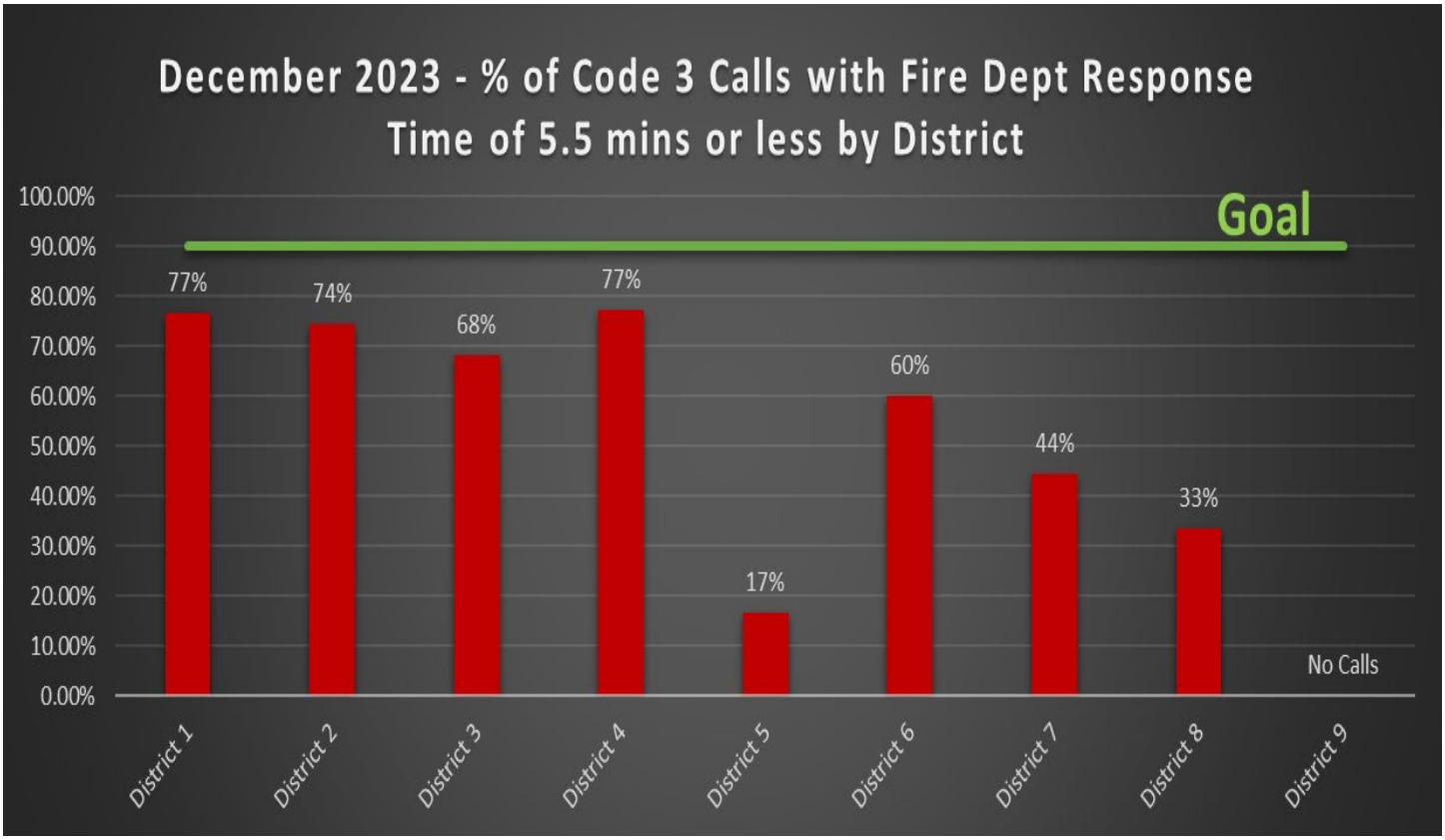
Monthly Report



All Calls By NFIRS Call Type	Incident Count
100 Fire, other	1
111 Building fire	3
131 Passenger vehicle fire (cars, pickups, SUV's)	3
140 OTHER Natural vegetation fire	1
311 Medical assist, assist EMS crew	189
322 Motor vehicle accident with injuries	9
324 Motor vehicle accident with no injuries.	32
353 Removal of victim(s) from stalled elevator	1
365 Watercraft rescue	1
400 Hazardous condition, other	1
411 Gasoline or other flammable liquid spill	1
412 Gas leak (natural gas or LPG)	13
441 Heat from short circuit (wiring), defective/worn	2
444 Power line down	1
445 Arcing, shorted electrical equipment	1
510 Person in distress, other	2
511 Lock-out	3
520 Water problem, other	1
531 Smoke or odor removal	3
550 Public service assistance, other	1
550 Smoke Detector Battery Change/Install	4
553 Public service	4
555 Defective elevator, no occupants	1
600 Good intent call, other	2
611 Dispatched & canceled en route	19
621 Wrong location	1
622 No incident found on arrival at dispatch address	8
631 Authorized controlled burning	1
651 Smoke scare, odor of smoke	6
652 Steam, vapor, fog or dust thought to be smoke	1
700 False alarm or false call, other	1
711 Municipal alarm system, malicious false alarm	2
733 Smoke detector activation due to malfunction	7
735 Alarm system sounded due to malfunction	5
736 CO detector activation due to malfunction	2
741 Sprinkler activation, no fire - unintentional	1
743 Smoke detector activation, no fire - unintentional	4
745 Alarm system activation, no fire - unintentional	8
746 Carbon monoxide detector activation, no CO	1
Grand Total	**347**

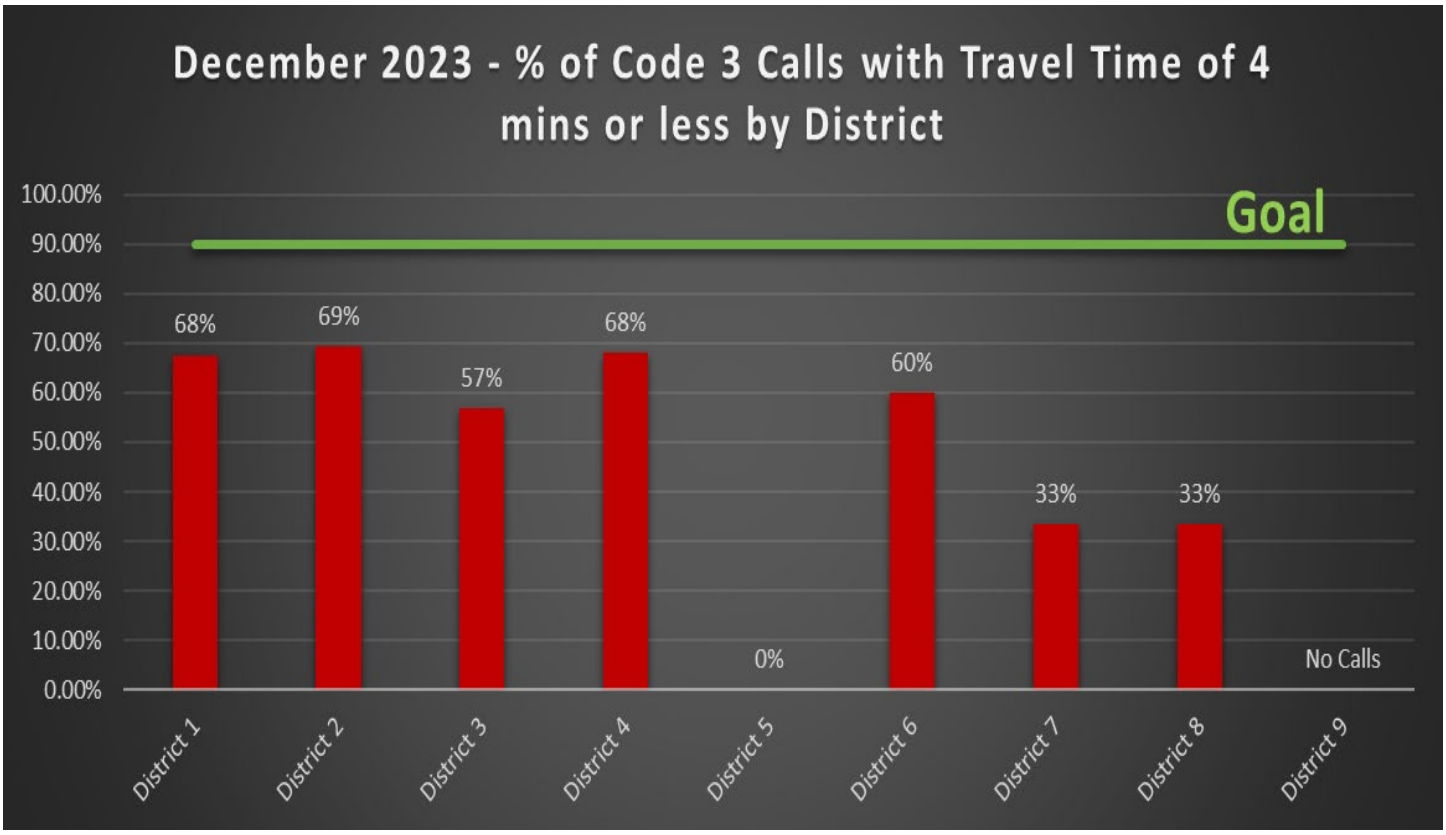
December 2023 Dispatch to Arrival Analysis

District	Total Number of Calls	Percent of Runs per District	Number of Calls in 5.5 mins or Less	Average FD Response Time Minutes	% in 5.5 min or less	Goal of 90%
District 1	77	27%	59	0:05:20	77%	90%
District 2	78	28%	58	0:05:29	74%	90%
District 3	44	16%	30	0:05:47	68%	90%
District 4	53	19%	41	0:04:37	77%	90%
District 5	12	4%	2	0:10:07	17%	90%
District 6	5	2%	3	0:05:38	60%	90%
District 7	9	3%	4	0:05:50	44%	90%
District 8	3	1%	1	0:05:18	33%	90%
District 9	0	0%	0	0:00:00	No Calls	90%
Department	281	100%	198	0:05:32	70%	90%



December 2023 Travel Times by District

District	Total Number of Calls	Percent of Runs per District	Number of Calls in 4 or Less	Average Travel Time Minutes	% in 4 min or less	Goal of 90%
District 1	77	27%	52	0:04:17	68%	90%
District 2	78	28%	54	0:04:27	69%	90%
District 3	44	16%	25	0:04:53	57%	90%
District 4	53	19%	36	0:03:42	68%	90%
District 5	12	4%	0	0:09:15	0%	90%
District 6	5	2%	3	0:04:51	60%	90%
District 7	9	3%	3	0:04:30	33%	90%
District 8	3	1%	1	0:04:28	33%	90%
District 9	0	0%	0	0:00:00	No Calls	90%
Department	281	100%	174	0:04:33	62%	90%



Total Dollar Losses

December 2023

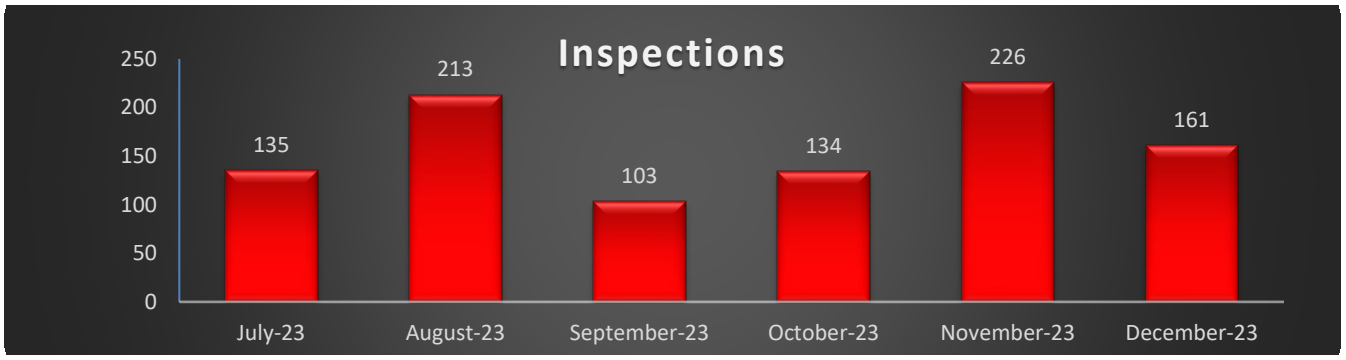
Print Date/Time: 01/03/2024 15:35
Login ID: rck\dgang
Layer: All
Areas: All

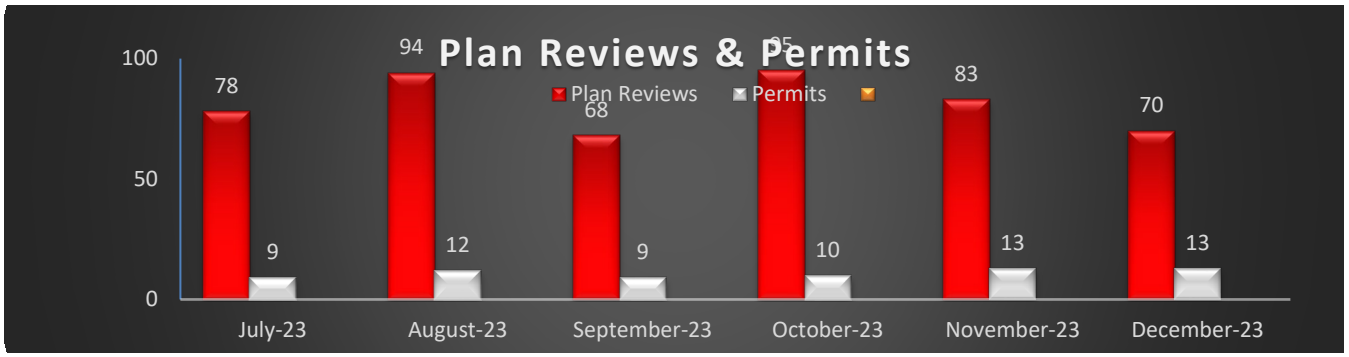
Rockwall Fire Department

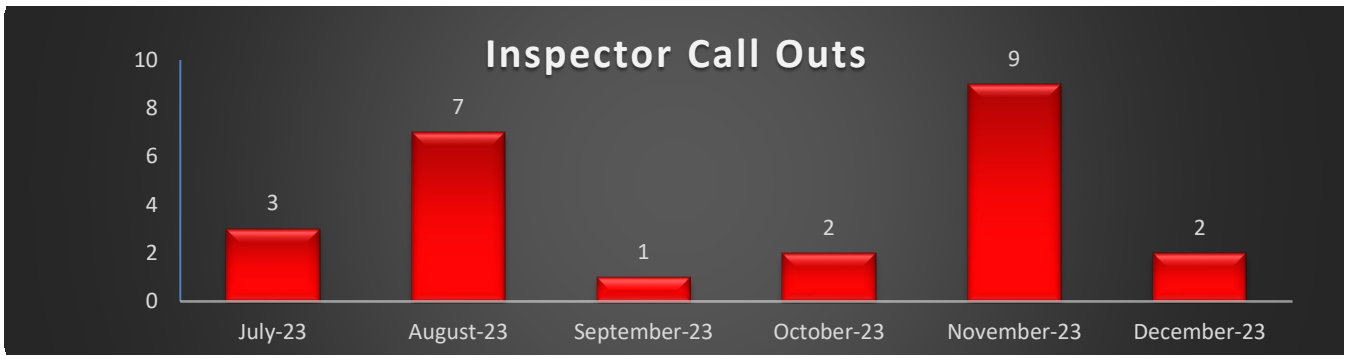
ORI Number: TX504
Incident Type: All
Station: All

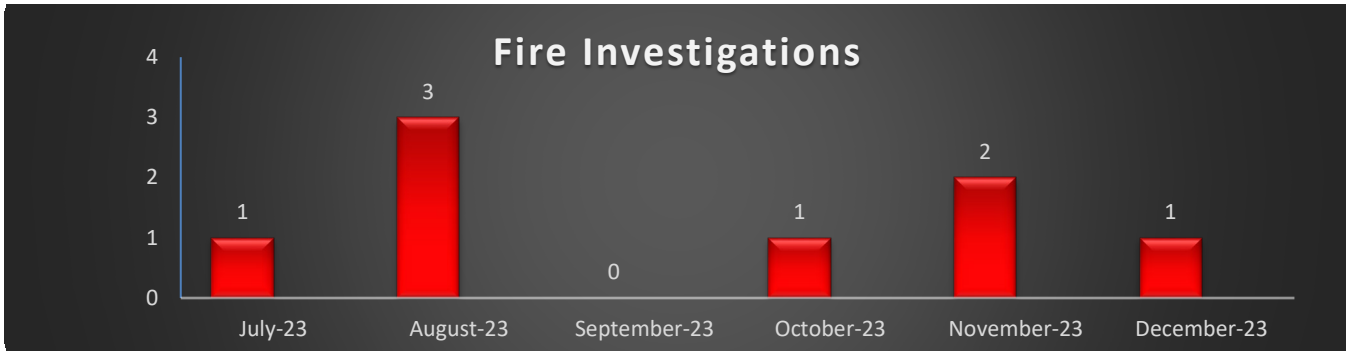
	Current Month	Last Month	Same Month Last Year	Year To Date	Last Year To Date
Total Property Loss:	$40,000.00	$204,000.00	$40,000.00	$1,883,250.32	$1,089,520.00
Total Content Loss:	$10,000.00	$75,000.00	$5,500.00	$2,135,173.75	$901,750.00
Total Property Pre-Incident Value:	$65,000.00	$820,603.00	$484,866.00	$118,544,546.32	$73,327,806.00
Total Contents Pre-Incident Value	$10,000.00	$400,000.00	$200,000.00	$25,213,920.19	$22,472,140.00
Total Losses:	$50,000.00	$279,000.00	$45,500.00	$4,018,424.07	$50,000.00
Total Value:	$75,000.00	$1,220,603.00	$684,866.00	$143,758,466.51	$95,799,946.00

Fire Prevention, Education, & Investigations Division Monthly Report December 2023









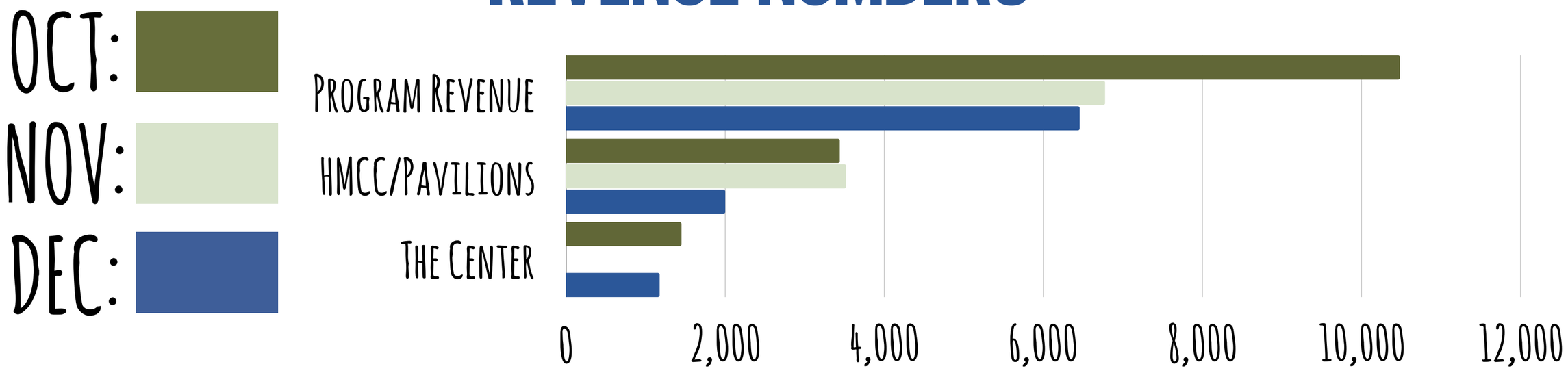
ROCKWALL PARKS & RECREATION

Monthly Report
December 2023

BREAKFAST WITH SANTA
218 ATTENDEES

CHRISTMAS TREE LIGHTING
2000 ATTENDEES

REVENUE NUMBERS



Upcoming:

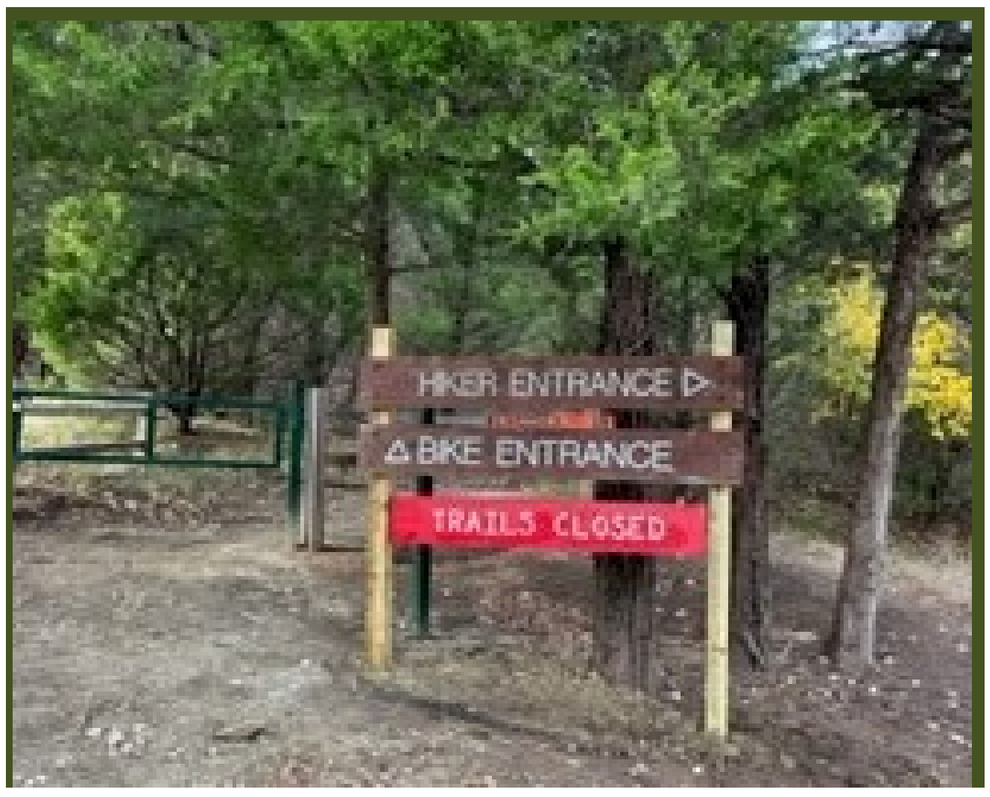
RBSL Kick Off	**February 8, 2024**
Spring Eggstravaganza	**March 23, 2024**

PARKS PROJECT UPDATE – DEC 2023

66 CEMETERY GRAVE LEVELING

EMERALD BAY METAL FENCE INSTALL

CAINS CORNER GUITAR MONUMENT REPAIR



SQUABBLE CREEK SIGN REPAIR

Other Projects

FREEZE DAMAGE REPAIR

GLORIA WILLIAMS PARK SIGN DAMAGE REMOVAL

Rockwall Police Department

Monthly Activity Report

December-2023

ACTIVITY	CURRENT MONTH DECEMBER	PREVIOUS MONTH NOVEMBER	YTD 2023	YTD 2022	YTD % CHANGE
PART 1 OFFENSES					
Homicide / Manslaughter	0	0	0	0	**0.00%**
Sexual Assault	1	0	10	12	**-16.67%**
Robbery	0	1	10	14	**-28.57%**
Aggravated Assault	3	7	29	38	**-23.68%**
Burglary	1	5	38	35	**8.57%**
Larceny	70	47	613	669	**-8.37%**
Motor Vehicle Theft	2	4	69	55	**25.45%**
TOTAL PART I	**77**	**64**	**769**	**823**	**-6.56%**
TOTAL PART II	**120**	**122**	**1440**	**1521**	**-5.33%**
TOTAL OFFENSES	**197**	**186**	**2209**	**2344**	**-5.76%**
ADDITIONAL STATISTICS					
FAMILY VIOLENCE	6	10	109	93	**17.20%**
D.W.I.	8	13	154	177	**-12.99%**
ARRESTS					
FELONY	21	27	303	294	**3.06%**
MISDEMEANOR	52	51	614	673	**-8.77%**
WARRANT ARREST	7	10	88	81	**8.64%**
JUVENILE	7	7	62	75	**-17.33%**
TOTAL ARRESTS	**87**	**95**	**1067**	**1123**	**-4.99%**
DISPATCH					
CALLS FOR SERVICE	2234	2030	28784	24297	**18.47%**
ACCIDENTS					
INJURY	1	1	14	39	**-64.10%**
NON-INJURY	125	95	1152	970	**18.76%**
FATALITY	0	1	5	3	**66.67%**
TOTAL	**126**	**97**	**1171**	**1012**	**15.71%**
FALSE ALARMS					
RESIDENT ALARMS	42	30	527	557	**-5.39%**
BUSINESS ALARMS	119	105	1717	1887	**-9.01%**
TOTAL FALSE ALARMS	**161**	**135**	**2244**	**2444**	**-8.18%**
Estimated Lost Hours	**106.26**	**89.1**	**1481.04**	**1613.04**	**-8.18%**
Estimated Cost	**$2,527.70**	**$2,119.50**	**$35,230.80**	**$38,370.80**	**-8.18%**

ROCKWALL NARCOTICS UNIT

Number of Cases	**1**
Arrests	**1**
Arrest Warrants	**0**
Search Warrants	**0**
Seized	
Methamphetamine	3.5 grams

Rockwall Police Department

Dispatch and Response Times

December 2023

Police Department

	Average Response Time		
Priority 1		Number of Calls	**188**
Call to Dispatch	0:00:39		
Call to Arrival	0:05:09		
% over 7 minutes	21%		

	Average Response Time		
Priority 2		Number of Calls	**787**
Call to Dispatch	0:02:08		
Call to Arrival	0:10:03		
% over 7 minutes	21%		

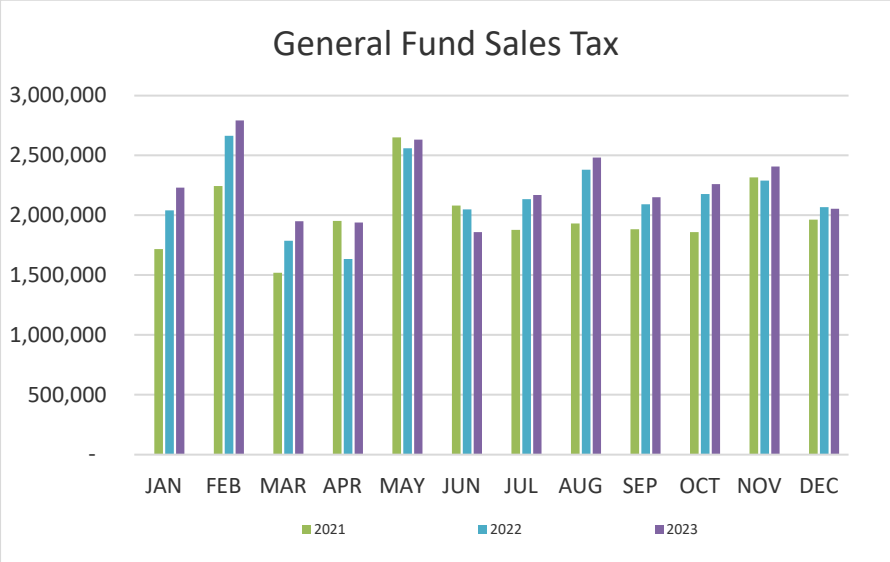
	Average Response Time		
Priority 3		Number of Calls	**61**
Call to Dispatch	0:03:04		
Call to Arrival	0:31:12		
% over 7 minutes	46%		

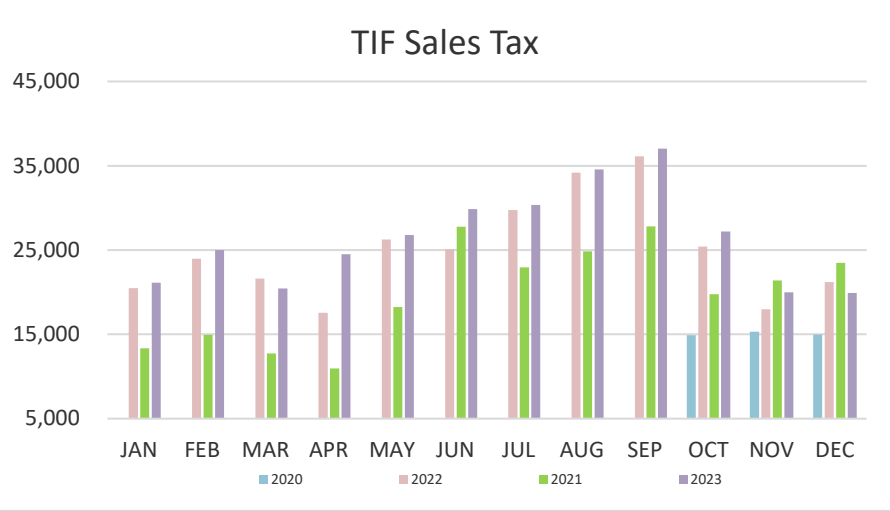
Average dispatch response time goals are as follows:

Priority 1: 1 Minute
Priority 2: 1 Minute, 30 Seconds
Priority 3: 3 Minutes

Sales Tax Collections - Rolling 36 Months

	General Fund Sales Tax	TIF Sales Tax
Jan-21	1,718,364	13,341
Feb-21	2,244,778	14,935
Mar-21	1,521,031	12,738
Apr-21	1,952,165	10,954
May-21	2,651,412	18,252
Jun-21	2,080,645	27,773
Jul-21	1,877,982	22,940
Aug-21	1,930,521	24,860
Sep-21	1,882,276	27,803
Oct-21	1,860,016	19,744
Nov-21	2,317,862	21,385
Dec-21	1,963,345	23,464
Jan-22	2,040,002	20,495
Feb-22	2,664,185	23,976
Mar-22	1,786,902	21,605
Apr-22	1,633,850	17,548
May-22	2,559,349	26,254
Jun-22	2,050,066	25,127
Jul-22	2,135,457	29,738
Aug-22	2,381,510	34,190
Sep-22	2,092,217	36,105
Oct-22	2,177,040	25,420
Nov-22	2,291,130	17,990
Dec-22	2,068,593	21,213
Jan-23	2,231,654	21,134
Feb-23	2,792,696	24,982
Mar-23	1,949,994	20,438
Apr-23	1,938,490	24,487
May-23	2,631,033	26,766
Jun-23	1,859,485	29,862
Jul-23	2,169,495	30,350
Aug-23	2,483,321	34,558
Sep-23	2,149,947	37,018
Oct-23	2,260,609	27,209
Nov-23	2,407,536	19,977
Dec-23	2,054,537	19,906





Notes:

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

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

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

Monthly Water Consumption - Rolling 27 Months

	Total Gallons	Daily Average	Maximum Day
Oct-21	293,280,384	11,880,576	15,338,545
Nov-21	280,398,508	9,346,618	12,584,820
Dec-21	262,730,021	8,475,163	10,313,293
Jan-22	245,557,172	7,921,199	10,742,941
Feb-22	211,955,941	7,569,855	10,394,759
Mar-22	256,035,618	8,529,214	10,544,988
Apr-22	281,707,217	9,390,241	11,718,730
May-22	356,050,664	11,485,506	15,634,756
Jun-22	496,374,560	16,545,820	21,414,344
Jul-22	679,705,160	21,925,974	24,474,168
Aug-22	534,145,350	17,230,494	23,206,750
Sep-22	434,247,536	14,474,915	17,617,728
Oct-22	421,229,833	13,588,058	17,692,206
Nov-22	228,795,657	7,626,522	11,187,251
Dec-22	249,341,535	8,043,275	12,260,392
Jan-23	243,528,725	7,855,765	11,040,666
Feb-23	198,103,255	7,075,116	8,544,708
Mar-23	220,326,930	7,107,320	10,825,669
Apr-23	292,874,560	9,762,486	13,280,734
May-23	355,482,851	11,467,189	16,032,988
Jun-23	491,086,630	16,369,555	21,693,510
Jul-23	587,439,800	18,949,672	23,599,534
Aug-23	742,795,770	23,961,154	25,727,492
Sep-23	637,062,410	21,235,410	31,876,280
Oct-23	461,067,498	14,873,145	20,317,822
Nov-23	307,169,395	10,238,981	12,875,885
Dec-23	277,770,415	8,960,337	13,375,678

Source: SCADA Monthly Reports generated at the Water Pump Stations