



AGENDA

ROCKWALL CITY COUNCIL MEETING

Monday, December 15, 2025 - 5:00 PM

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

I. Call Public Meeting to Order

II. Executive Session

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

1. Discussion regarding possible land lease agreement for a cellular communication tower on real property owned by the City of Rockwall in Northshore Park, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
2. Discussion regarding possible sale/purchase/lease of real property in the vicinity of Boydston Ave., pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney)
3. Discussion regarding (re)appointments to city regulatory boards and commissions, 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 - Dr. Michael Criner, Pastor - First Baptist Church Rockwall

VI. Open Forum

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

VII. Take Any Action as a Result of Executive Session

VIII. 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 December 1, 2025 city council meeting, and take any action necessary.
2. Consider authorizing the City Manager to execute a contract with Birkhoff, Hendricks & Carter L.L.P. for engineering services for the Springer Elevated Water Storage Tank Rehabilitation Project in the amount of \$104,830 to be funded by the Water Operating Budget, and take any action necessary.
3. Consider authorizing the City Manager to execute a contract with Birkhoff, Hendricks & Carter L.L.P. for engineering services for the Justin Road Lift Station Rehabilitation Project in the amount of \$66,440 to be funded by the Wastewater Operations Budget, and take any action necessary.
4. Consider an **ordinance** amending the Code of Ordinances in Chapter 10 Buildings and Building Regulations and Chapter 44 Utilities, regarding procedures for backflow assembly testing and fire hydrant/backflow use, and take any action necessary. **(1st Reading)**
5. Consider approval of a resolution establishing an updated fee schedule for Permit, Health and Miscellaneous Fees for the city, and take any action necessary.
6. Consider awarding annual concrete pavement repair contracts, by unit price, to B&B Concrete & Sawing and EM Construction for a cost not to exceed \$1,754,000 to be funded by Streets & Parks Operating Budgets, including authorizing the City Manager to execute the contracts and any subsequent renewals for these services, as well as purchase orders, and take any action necessary.

IX. 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 9th day of December, 2025 at 5 PM and remained so posted for at least three business days before the scheduled time of said meeting.

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

Date Removed



MINUTES

ROCKWALL CITY COUNCIL MEETING

Monday, December 1, 2025 - 5:00 PM

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

I. Call Public Meeting to Order

Mayor McCallum called the public meeting to order at 5:00 p.m. Present were Mayor Tim McCallum, Mayor Pro Tem Mark Moeller, and City Council Members Sedric Thomas, Melba Jeffus, Anna Campbell, Dennis Lewis and Richard Henson. Also present were City Manager Mary Smith, Assistant City Manager Joey Boyd and City Attorney Frank Garza. Mayor McCallum then read the below-listed discussion items into the record before recessing the public meeting to go into Executive Session.

II. Executive Session

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

1. Discussion regarding (re)appointments to city regulatory boards and commissions, including applicant interviews for the Rockwall Economic Development Corp. (REDC) Board, pursuant to §551.074 (Personnel Matters)
2. Discussion regarding a boundary agreement on land owned by the City of Rockwall in the vicinity of SH-66, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney)

III. Adjourn Executive Session

Council adjourned from Executive Session at 5:47 p.m.

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

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

V. Invocation and Pledge of Allegiance - Rockwall PD Chaplain Steven Bocek (of Crossroads Church)

Chaplain Bocek came forth and delivered the invocation and led the Pledge of Allegiance.

VI. Open Forum

Mayor McCallum explained how Open Forum is conducted, asking if anyone would like to come forth and speak at this time.

**Trace Johannesen
213 Crestbrook Drive
Rockwall, TX 75087**

Trace came forth and spoke about the City Charter. He explained he has a healthy distrust of government

and thinks that sometimes people pass policies that sound good in theory, but in reality they end up not working as intended. He pointed out that a while back the city council unanimously appointed a Charter Review Commission made up of ten citizens, many of whom were former city council members and/or mayors, to review the city charter and make recommendations to the (then seated) Council regarding the Charter. These individuals had a lot of good, relevant experience and knowledge, and they spent many hours undertaking the task of reviewing the Charter and formulating the recommendations that were made to Council at that time. Now, it appears now as though current consideration is being given to essentially not taking most of the Commission's recommendations while also introducing additional topics that the Commission did not review or recommend. Regarding one of the topics that has been brought up (but not reviewed by the Commission) is the potential of the city council 'confirming' the selection/hiring of all department directors within the city. He explained that he has a hard time with part-time city councilmembers potentially doing this, pointing out that the person who would know better than anyone who to hire for those roles would be the city council. He fears that if this change were made and Council were to approve the hiring of all directors, it could possibly result in those directors being motivated by political aspirations and appeasing the Council versus doing the jobs they'd be hired to do. He urged the Council to consider slowing down, as he feels these matters are potentially being rushed at this point, and he does not like when government moves quickly on policy matters.

The next speaker to come forth was former Rockwall Mayor, Jim Pruitt, who reiterated some of the things said by Mr. Johannesen. He shared that about 12 or so years ago, he too had some of the same ideas currently being considered by this Council related to the City Charter. For example, he wondered if it could be required that the police chief and fire chief live within our city limits. At that time, however, per the city attorney, those two chiefs could not be made to live within the city limits unless they reported to City Council. Regarding that matter, a Charter Review Commission at that time did consider this particular topic; however, thereafter the idea got voted down by that Council at the time. He pointed out that, at the time, he accepted the decision of Council. He did not wait a year and then bring it back up again until he got what he wanted. He recommended that the Charter be reviewed about once every five years, expressing the opinion that every year is too frequent. He went on to mention that a "Texas bathroom bill" will soon go into effect, and that's a topic he was passionate about when he was on city council. Furthermore, he has concerns about ducks and geese and all of the feces they produce that makes the SH-66 boat ramp really nasty. He pointed out that it is a boat ramp, not a park, so he encouraged the city to share this with citizens and to discourage people feeding the ducks (which only exacerbates the duck/geese feces problems).

No one else came forth to speak, so Mayor McCallum closed Open Forum.

VII. Take Any Action as a Result of Executive Session

Mayor McCallum moved to reappoint John Hohenshelt and Kayne Pierce, each for an additional two-year term, to the Rockwall Economic Development Corporation Board (REDC) and to newly appoint Jeff Thompson to an initial two-year term on the REDC Board, starting January 1, 2026. Mayor Pro Tem Moeller seconded the motion, which passed by a vote of 7 ayes to 0 nays. (Note: Jeff Thompson will replace outgoing board member, Taslow Roberts).

Mayor Pro Tem Moeller moved to approve a boundary agreement on land owned by the City of Rockwall on SH-66, authorizing the city attorney to finalize documents to complete the agreement and authorizing the city manager to execute all necessary documents on behalf of the City. Councilmember Thomas seconded the motion, which passed unanimously (7 ayes to 0 nays).

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

VIII. Consent Agenda

1. Consider approval of the minutes from the Nov. 17, 2025 city council meeting, and take any action necessary.
2. **Z2025-066** - Consider a request by Alyson DiBlasi of Discovery Lakes, LLC and Discovery Lakes, Phase 1, LLC for the approval of an **ordinance** for a Zoning Change amending Planned Development District 78 (PD-78) [*Ordinance No. 20-27*] to change the *Garage Orientation* requirements for a 316.315-acre tract of land identified as: [1] Tract 1 of the M. E. Hawkins Survey, Abstract No. 100, [2] Tract 2 of the R. K. Brisco Survey, Abstract No. 16, and [3] Lots 1-9, Block A; Lots 1-5, Block B; Lots 1-11, Block C; Lots 1-10, Block D; and Lot 1, Block E, Discovery Lakes, Phase 1, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 78 (PD-78) for Single-Family 10 (SF-10) District land uses, situated within the SH-276 Overlay (SH-276 OV) District, generally located at the northeast corner of SH-276 and Rochell Road, and take any action necessary **(2nd Reading)**.
3. **Z2025-067** - Consider a request by Lisa Brooks and Renee Holland of Makeway, LLC for the approval of an **ordinance** for a Specific Use Permit (SUP) for a *Daycare Facility Exceeding the Maximum Building Size* in a Neighborhood Services (NS) District on a 2.751-acre tract of land identified as Tract 1-04 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Neighborhood Services (NS) District, situated within the SH-205 By-Pass Overlay (SH-205 BY-OV) District, located at the southeast corner of the intersection of John King Boulevard and Quail Run Road, and take any action necessary **(2nd Reading)**.
4. **Z2025-068** - Consider a request by Randy Lee Aragon on behalf of Kevin Lefere for the approval of an **ordinance** for a Specific Use Permit (SUP) to allow a *Recording Studio* on a 0.92-acre parcel of land identified as a portion of Lots 2 & 3, Block S, Rockwall OT Addition, City of Rockwall, Rockwall County, Texas, zoned Downtown (DT) District, addressed as 206 E. Washington Street, and take any action necessary **(2nd Reading)**.
5. **Z2025-071** - Consider a request by Michael Lewis for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill Adjacent to an Established Subdivision* and a *Guest Quarters/Secondary Living Unit* for the purpose of constructing a single-family home on a 5.05-acre parcel of land identified as a Lot 2, Block 1, Lofland Lake Estates Addition, City of Rockwall, Rockwall County, Texas, zoned Single Family Estate 4.0 (SFE-4.0) District, addressed as 2592 FM-549, and take any action necessary **(2nd Reading)**.
6. ~~Consider authorizing the City Manager to execute an interlocal agreement with Rockwall County related to jail services and the housing of inmates, and take any action necessary.~~

Item #6 was removed and will be considered at a later date. Councilmember Lewis moved to approve the entire Consent Agenda (#s 1, 2, 3, 4, and 5). Councilmember Thomas seconded the motion. The ordinance captions were then read as follows:

CITY OF ROCKWALL

ORDINANCE NO. 25-77

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 78 (PD-78) [ORDINANCE NO. 20-27] AND THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, FOR THE PURPOSE OF CHANGING THE DEVELOPMENT STANDARDS FOR A 316.315-ACRE TRACT OF LAND IDENTIFIED AS TRACT 1 OF THE M. E. HAWKINS SURVEY, ABSTRACT NO. 100 AND TRACT 2 OF THE R. K. BRISCO SURVEY, ABSTRACT NO. 16, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A' AND DEPICTED HEREIN BY EXHIBIT 'B'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF ROCKWALL
ORDINANCE NO. 25-78
SPECIFIC USE PERMIT NO. S-387

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A SPECIFIC USE PERMIT (SUP) FOR A DAYCARE FACILITY EXCEEDING THE MAXIMUM BUILDING SIZE IN A NEIGHBORHOOD SERVICES (NS) DISTRICT FOR A 2.751-ACRE TRACT OF LAND IDENTIFIED AS TRACT 1-04 OF THE S. R. BARNES SURVEY, ABSTRACT NO. 13, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' AND EXHIBIT 'B' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF ROCKWALL
ORDINANCE NO. 25-79
SPECIFIC USE PERMIT NO. S-388

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A RECORDING STUDIO ON A 0.92-ACRE PARCEL OF LAND IDENTIFIED A PORTION OF LOTS 2 & 3, BLOCK S, ROCKWALL OT 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.

CITY OF ROCKWALL
ORDINANCE NO. 25-80
SPECIFIC USE PERMIT NO. S-389

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02]

OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR *RESIDENTIAL INFILL ADJACENT TO AN ESTABLISHED SUBDIVISION AND A GUEST QUARTERS/SECONDARY LIVING UNIT* TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME AND GUEST QUARTERS ON A 5.05-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 2, BLOCK 1, LOFLAND LAKE ESTATES 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.

IX. Action Items

1. Discuss and consider a request from Nicholas Grinnan of Ridge Pointe Commercial Real Estate representing the property owner of 401 W. Rusk for an approval of a sign plan and take any action necessary.

Jeffrey Widmer, Building Official for the City, introduced Kevin Lefere, indicating that he is present this evening to represent the applicant, Nicholas Grinnan. He then provided background information concerning this agenda item. He explained that the applicant is requesting approval for two monument signs on the property – one to be fronted on Rusk St. and one to be fronted on Washington. Also, they are requesting to deviate slightly from the sign ordinance requirement of having a 6-inch masonry border on one side of the monument signs, which is simply related to aesthetics and a desire for the signage to look a bit more modern. Thirdly, the applicant is asking for an ability to change the location of the new signs (one of the two being placed in a different location from where the existing one currently sits). They're asking for a variance to the setback requirements, and this is due to TXDOT having changed the right-of-way locations on both Rusk and Washington sometime between the years of 2001 and 2005.

Kevin Lefere
3117 Stoney Hollow Lane
Rockwall, TX

Mr. Lefere provided very brief comments concerning this request.

Mayor McCallum then moved to approve the sign plan, including staff recommendations. Councilmember Lewis seconded the motion, which passed by a vote of 7 ayes to 0 nays.

2. Discuss and consider information provided by Rick Bernas of Republic Services regarding implementation of changes to solid waste collection (garbage) services throughout the city, effective January 1, 2026, and take any action necessary.

Rick Bernas with Republic Services came forth to answer any questions regarding the upcoming rates and changes to garbage service throughout the city. He indicated that one informative mailer has already gone out to residents, and a second mailer will go out soon. He then shared some upcoming dates related to deliveries associated with new carts for every residential customer within the city as well as the start of the new bulk schedule. New carts will begin being delivered December 29 where Monday/Thursday trash pick-ups are currently happening. And new carts will begin being delivered

starting January 5 to those areas of the city who currently have a Tuesday/Friday pick up schedule. Mr. Bernas further indicated that physical signs will be placed at the entryway of each of the residential neighborhoods that will be switching to a Wednesday pickup starting the first of January. The new bulk services, specifically 6 cubic yards, will begin January 1st twice per month. January 12 will mark the beginning of the one time-per-week pick up of garbage and recycling. Also, some social media blasts will also go out soon (starting week of December 15). Also, an informational flyer will be placed on every cart that gets delivered. In addition, all of the homeowner's associations for which he has contact information have been communicated with regarding the upcoming solid waste service changes.

Councilmember Thomas encouraged Mr. Bernas to have very strong communication regarding the switch from two day residential pick-ups to once per week pick-ups, pointing out this particular part of the changes has been a big concern within our community and among our residents.

Councilmember Jeffus shared that her HOA has not yet been communicated with regarding the upcoming garbage changes. Mrs. Smith (City Manager) shared that this is because her particular HOA has not registered with the city in order to receive communication from the City. Councilmember Jeffus indicated that she will take care of this.

Mayor McCallum asked for and received clarification regarding recycling-related expectations for residents who wish to recycle. Mr. Bernas shared he prefers to have recyclables loose in the recycle bins; however, if they are bagged, the items will still be picked up and recycled. He confirmed that recyclables will in fact get recycled and they will not get put into the landfill. Mr. Bernas also shared that the new trucks are expected to be delivered by the May or June 2026 timeframe.

Councilmember Campbell asked for clarification regarding customers knowing when their pick-ups are scheduled. Mr. Bernas shared that residents will be able to view their schedule through a "Track my Truck" GPS tool, which is an app that will help assist residents with knowing where their pick-up truck is on pick up days. Councilmember Campbell went on to ask if the new rates should be going into effect Jan. 1 even though the new trucks won't be running until May or June. Mr. Bernas shared that – yes – because the new services will stay the same and the services (once per week and bulk) will begin Jan. 1, the new rates will begin January 1 also. He also briefly explained about the new trucks, indicating that they are a really special type of equipment that will have a smaller wheel base that will accommodate the trucks traversing valleys and tighter areas.

Councilmember Lewis briefly commented that he still has concerns pertaining to the new bulk pickups. He also sought and received clarification that residents will receive one regular trash cart, and if they want one more, it would cost \$5 extra per month.

Mayor McCallum pointed out that the last opportunity for residents to have unlimited bulk pick-up is this month in December. So, he encouraged everyone to trim their trees right now. Mr. Bernas shared that two times in one given month during the year, Republic will increase the bulk pick up limits to two ten yards of bulk pick up in one given month (instead of limiting it to 9 yards for every pick up throughout the year). Mayor McCallum thanked Mr. Bernas for this commitment, as he knows it will benefit some residents who live on estate lots and produce a lot of tree trimmings.

Councilmember Henson shared that he too lives on an estate lot, and he also has concerns about the limited bulk pick-ups (yardage wise) because these sorts of lots result in a lot of tree trimming yard waste. Mr. Bernas shared some information pertaining to some alternatives that will be offered that

may help with bulk that may exceed the 9 yards limit (i.e. a roll off cart perhaps or paying \$12.50 per cubic yard of each extra yard of waste to be picked up curing bulk pick-up rounds).

Councilmember Jeffus sought clarification regarding the one month that residents will be able to put out 10 yards for two pick-ups during one certain month during the year, expressing concern that the specific month not being pre-identified may be problematic. Mr. Bernas shared that since the weather is so unpredictable, it's difficult to pre-identify the actual month in advance. However, he shared that this information will be pushed out via social media when the time arrives.

Council took no action following Mr. Bernas' comments and the associated dialogue.

3. Discuss and consider approval of a resolution fixing the collection rate(s) to be charged for garbage collection services furnished by the city, and take any action necessary.

Mrs. Smith provided brief comments related to this agenda item, sharing that the updated solid waste contract was approved back in April. This resolution will set the rates to be charged to customers based on that new contract. Mayor McCallum gave a shout out to the household hazardous waste contractor (not Republic) who services the city and has kept their rate increase to less than 1.5% (versus the 17% increase occurring with Republic). Councilmember Campbell then sought and received clarification regarding the residential rate line item within the proposed resolution. Mrs. Smith shared that the resolution can be slightly modified to more clearly convey that the \$5 is associated with the monthly rental fee associated with 'extra carts.' Brief comments took place related to the 65 and older senior tax freeze and that about 4,100 households have this tax freeze in place within the City. Councilmember Campbell wonders if the city can offer a \$1/month rate discount for residents who are 65 years and older. Mr. Bernas shared that Republic can absorb that cost, and he verbally agreed to do so. Mrs. Smith shared that, if Council includes this caveat in the motion it approves this evening, she will fix the resolution verbiage accordingly.

Councilmember Lewis then moved to approve the resolution setting the rates to be charged, including that the resolution should reflect the polycart rental clarification (\$5/month for an extra cart) and the \$1 per month discount for residents who are 65 years and older. Councilmember Campbell seconded the motion. Mrs. Smith shared that the Central Appraisal District is the entity that has knowledge of those who have a 65 and older tax freeze in place, but the city is not necessarily aware of which households have this provision in place. So, the individual residents who are 65 years and older will potentially need to let the city know.

Councilmember Henson sought and received clarification on some aspects of the rates as pertaining to the new contract.

Councilmember Campbell shared that another question citizens have asked is how information regarding the new trash services will be shared. Mrs. Smith shared that, in addition to social media, information will be shared within the city water bills (the city newsletter) that gets disseminated within water bills each month.

Councilmember Thomas asked City Manager Mary Smith to recap for the public the process that the city went through that resulted in not going out for bid and instead re-entering into a contract with Republic Waste. Mrs. Smith provided said recap, sharing that a large number of cities who utilizes a private, outside contractor were surveyed. She went on to indicate that provisions reflected in the new contract,

such as once per week pick-ups, reflects what is now essentially standard across the region for trash and bulk pick-ups. Councilmember Thomas' thanked Mrs. Smith for her overview, indicating that a lot of our citizens, himself included, are disappointed about the trash pickups being lowered to once per week instead of twice weekly. He went on to share his desire to ensure that government is transparent and that the appearance of any loopholes is closed and is clarified.

Mayor McCallum shared that the city did surveys, but it did not do an RFP ("request for proposals"). He shared that he raised hell about approving a \$50 million contract without having done an RFP process. He shared that, if he had not raised hell, the surveys would not have even been conducted. The Council would have potentially just gone ahead and entered into a \$50 million + annual contract without going out to bid or conducting surveys. He indicated he is not happy about the changes, and he knows many in the citizens are not happy about it either. He hopes that a Charter amendment will take place to ensure RFPs on the garbage contract happen in the future. He went on to remind everyone that the new contract vote was approved by a 4 to 3 vote. Councilmember Thomas pointed out that the surveys were not conducted by Council members at the time – they, instead were done by the city manager.

Councilmember Jeffus shared that she was not on Council when this contract was approved, and she will not be voting in favor of this item tonight.

The mayor then called for the vote, which passed by a vote of 4 ayes with 3 nays (Jeffus, McCallum and Henson).

4. Discuss and consider approval of a resolution fixing the collection rate(s) to be charged for water and wastewater services furnished by the City, and take any action necessary.

City Manager Mary Smith provided brief comments related to this agenda item, sharing that these rates are reflective of increases conveyed by the N. TX Municipal Water District. She pointed out that treating water and wastewater is becoming more and more expensive over time. Mayor McCallum then moved to approve the resolution associated with water and wastewater rates charged by the city. Mayor Pro Tem Moeller seconded the motion, which passed by a vote of 7 ayes to nays.

5. Discuss providing direction to the City Attorney on possible charter amendments to include in City Charter Amendment Election for May 2, 2026, and take any action necessary.

Mayor McCallum called upon City Attorney, Frank Garza, to brief the Council on each of the topics of consideration. Mr. Garza shared that some of the topics are ones that were considered by the most recent City Charter Review Commission, and some of them are recommendations being put forth by the mayor for consideration.

Regarding putting forth to voters a proposition that would address making all needed technical changes to the City Charter, Mayor McCallum made a motion to move forward with said proposition. Councilmember Lewis seconded the motion, which passed by a vote of 7 ayes to 0 nays.

Regarding the topic of plurality versus majority votes pertaining to electing city councilmembers and the mayor to local office, Councilmember Thomas shared that he does not have a problem putting forth this potential change to voters. Councilmember Campbell sought and received clarification regarding the cost associated with elections and potential run off elections.

Councilmember Henson then moved to put before the voters a proposition to change from plurality to majority voting in order to elect the mayor and councilmembers to office. Mayor Pro Tem Moeller seconded the motion. Following brief comments by Councilmember Lewis, the motion passed by a vote of 5 ayes to 2 nays (Lewis and Campbell).

Regarding a potential 'resign to run' provision being added to the City Charter for all incumbent city council members who wish to run for mayor, the city attorney provided information and clarifications pertaining to this topic. Several questions were posed by the mayor and Councilmembers Lewis and Thomas. Both Lewis and Thomas indicated a desire to discuss the possibility of putting forth before voters a 'resign to run' provision if an elected official wishes to run for any higher offices as well (such as county, state or federal offices). Mayor McCallum shared that he discussed this particular possibility with a former mayor, and he and that former mayor both agreed that requiring an incumbent mayor or councilmember to resign to run if seeking a higher elective office would be a bit of an overreach. McCallum shared that the city attorney tends to agree with it being a bit of an overreach. McCallum then shared several examples of incumbent councilmembers who sought county commissioner seats and won those elections, resulting in a need to resign from their Council seats. He went on to share that he is not in favor of putting forth this potential change to voters (a 'resign to run' if seeking higher office (i.e. county, state or federal)).

Councilmember Campbell expressed concern about the most recent Charter Review Commission having voted unanimously to not put this topic ('resign to run') forth to voters for a potential change. She would like to revisit this and other topics with the Charter Review Commission. She would like to invite those members back to further discuss these matters. She went on to make a motion to table the 'resign to run' topic to allow the Charter Commission members to come back before Council to further discuss this particular topic. Councilmember Thomas seconded the motion. Mayor McCallum shared that he will not vote in favor of this motion, although he respects the opinion of those Charter Review members, he believes the elected Council that is currently seated should make a decision on this topic tonight. Mayor Pro Tem Moeller shared that he can see both sides. He knows that the Charter Review Commission did put a lot of time, effort and thought into their recommendation to keep this topic 'as is' and not put it before voters. So he believes he is more in favor of the Charter Commission's recommendation to leave this topic 'as is' and not put it forth to voters. Regarding the motion on the floor to table this particular topic, Councilmember Henson does not believe going right back to the Commission would be the right approach, especially since they just made their recommendations to Council this past April (of 2025). He briefly commented that he is not in favor tabling this topic, especially considering time is short between now and when the election must be called, which will be the first meeting in February 2026. Following the additional comments by Councilmembers Henson and Campbell and the city attorney, the motion to table this particular 'resign to run' topic failed by a vote of 3 ayes to 4 nays (Jeffus, Moller, McCallum and Henson).

Mayor McCallum then made a motion to approve putting forth to voters a charter amendment proposition that reflects a 'resign to run' provision that would only be applicable to city/municipal offices (i.e. if an incumbent city council member wants to run for Mayor, he or she would need to resign his or her current seat in order to do so). Councilmember Henson seconded the motion, which then passed by a vote of 4 ayes to 3 nays (Thomas, Moeller and Campbell).

Regarding the topic of possibly putting forth to voters a charter amendment proposition related to extending terms to five consecutive (total) terms in elected municipal office, the mayor indicated he is not in favor of extending term limits. He would like to see the existing Charter language stay 'as is' and

not put this potential change forth to voters. Mayor Pro Tem Moeller shared that he actually does support putting forth to voters this potential Charter amendment as a proposition. Mayor McCallum shared that if someone wants to serve more than one term as mayor, then that person should run for mayor sooner. Indication was given that this issue only came up with two prior mayors historically. Following some clarification from the city attorney at the request of a few council members, regarding the topic of putting forth a Charter amendment proposition to voters related to extending the ultimate term limits (combo of councilmembers and mayor) to five consecutive terms instead of four, Mayor McCallum moved to reject this topic and not put it forth to voters as a proposition. Councilmember Henson seconded the motion. Councilmember Campbell shared that, out of respect for the Charter Review Commission members and their work, she will be voting against this motion this evening. The motion then passed by a vote of 4 in favor with 3 nays (Moeller, Campbell and Lewis).

Regarding the topic of possibly putting forth a Charter Amendment proposition to voters that would call for all departmental directors to be confirmed by a majority vote of the Council (even though those positions would be hired by and report to the city manager), the city attorney shared that in non-'strong mayor' cities, he has not ever seen this sort of Charter language. He has seen in some cities of our size a couple of positions, such as perhaps the police and fire chiefs being confirmed by a majority vote of the city council, but he has not seen ALL departmental directors needing to be confirmed by the full city council. Councilmember Thomas expressed various concerns about this topic, sharing that he really would like the Charter Review Commission to review and weigh in on this topic. Mayor Pro Tem Moeller shared that he believes the Council hires a city manager to do his or her job, and he believes that allowing the city manager to select department directors to run the city well. If the Council does not believe a city manager is doing a good job in this regard, then it would be the Council's job to hold that city manager accountable accordingly. Councilmember Lewis commented that only a few city staff report directly to the Council – the city manager, the city attorney and the municipal court judge/prosecutor. Councilmember Lewis generally expressed a desire to leave this provision out for various reasons, emphasizing his belief that this provision would hinder a city manager who is ultimately accountable to the City Council. Mayor McCallum shared that he has spoken about this topic at length with several people, and he pointed out that this sort of language would be 'confirming' in nature, which would affirm decisions made by the city manager. He has listened and understands the perspectives expressed by council members and others from whom he's heard and considered input. The mayor then indicated that he is okay with not putting forth this topic to voters after all. Councilmember Thomas expressed appreciation for the mayor allowing for dialogue and input to transpire and for him considering the viewpoints that have been expressed. So no formal action was taken regarding this particular topic.

Regarding the possibility of putting forth a Charter amendment proposition for voters to consider that would require within the City Charter that the city's solid waste contract would be competitively bid once every five years, both the mayor and Councilmember Jeffus strongly expressed support for this Charter amendment proposition to be put forth before voters for consideration and associated vote. Councilmember Thomas asked if the Council wants to limit this to only the garbage contract, or if there are other services or contracts that the city should also consider including in this potential ballot proposition. The city attorney clarified that all other contracts are usually required, by state law, to go out for bid but that a garbage contract is exempt from those state law requirements because it is related to public health. Mayor McCallum moved to put forth as a Charter Amendment Election ballot proposition the requirement that the city's garbage contract be put out for bid at least once every five years. Councilmember Thomas seconded the motion.

Councilmember Lewis asked for and received clarification on some caveats of this topic, including asking

the city manager to explain the process associated with staff putting a garbage contract out for bid. Councilmember Lewis expressed concern about city residents potentially having a new garbage provider once every five years. Mrs. Smith explained how the process would work, and she also vocalized her one concern that any existing provider who's currently contracted for five years with the city would need to amortize over that five year period. She wonders if this would actually end up driving up potential garbage contract pricing. Following these comments, the motion on the floor then passed by a vote of 7 ayes to 0 nays. Councilmember Campbell expressed that, with all due respect, some of what has transpired has felt threatening, and she has had some concerns about that. She expressed that she does not disagree with the garbage contract going out for bid, but she also respected the work that went into providing Council with the information needed so that the City Manager could negotiate the contract with Republic. Mayor McCallum indicated that nothing has been a threat, pointing out that citizens are watching the decisions city council members make pertaining to the contract. Councilmember Campbell shared that citizens are actually watching all decisions that councilmembers make, and all of those decisions, including decisions related to the trash contract, are all important decisions.

Regarding the topic of putting forth a ballot proposition to voters that would require a review of the City Charter at least once every ten years that would consist of at least ten citizens of the City, Councilmember Thomas moved to put forth this ballot proposition to voters. Councilmember Mayor Pro Tem Moeller seconded the motion, which – following brief comments by Councilmember Campbell - passed by a vote of 7 ayes to 0 nays.

Regarding the topic of putting forth a ballot proposition to voters related to extending the number of days the city secretary has to review and verify petitions from 21 calendar days to 30 calendar days, Councilmember Thomas moved to put this proposition forth to voters. Councilmember Campbell seconded the motion, which passed by a vote of 7 ayes to 0 nays.

Regarding possibly putting forth before voters a ballot proposition on the Charter Amendment Election that would allow the City Council to make non-substantive changes and technical revisions via passage of an ordinance. Councilmember Thomas moved to include this ballot proposition. Councilmember Lewis seconded the motion, which passed by a vote of 7 ayes to 0 nays.

Mayor McCallum provided brief comments, sharing that voters will get to decide on these topics at a Charter Amendment Election to be held in May of 2026. The city attorney shared that he will have an ordinance prepared to present to Council to call this election at the first city council meeting in the month of January.

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

1. Building Inspections Department Monthly Report
2. Fire Department Monthly Report
3. Parks & Recreation Department Monthly Report
4. Roadway Projects Update
5. Police Department Monthly Report

6. Sales Tax Historical Comparison
7. Water Consumption Historical Statistics

The City Engineer, Amy Williams, provided very brief comments on recent roadway construction related projects within the city. The city manager encouraged Council to watch their emails for details on upcoming events, including the Hometown Christmas parade, tree lighting and associated festivities being held this Saturday.

XI. Adjournment

The mayor adjourned the meeting at 7:48 p.m.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ON THIS 15th
DAY OF DECEMBER, 2025.**

TIM McCALLUM, MAYOR

ATTEST:

KRISTY TEAGUE, CITY SECRETARY



City of Rockwall
The New Horizon

MEMORANDUM

TO: Mary Smith, City Manager

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

DATE: December 15, 2025

SUBJECT: Engineering Contract for the Springer Elevated Water Storage Tank Rehabilitation

The *Springer Composite Elevated Water Storage Tank* is located on Springer Road adjacent to the Rockwall Economic Development Corporation properties. The tank has a capacity of two (2) million gallons and was originally constructed in 2002. The Springer tank is the only elevated water storage tank for the water pressure plane that supplies water to all properties east of John King Boulevard. The coating systems on the interior and exterior of the tank are original and have not been altered since the initial construction 23-years ago. These coatings currently exceed the life expectancy for a properly maintained tank coating system, which typically has an expected life cycle of approximately 20-years for the exterior coating system. As these coating systems reach the end of their expected life cycles, the risk for damage to the underlying steel structure increases. This is due to the possibility of water penetrating the coating system and causing corrosion to set in on the steel. To ensure the tank remains effective and sustainable for future decades, it is advised that both the interior and exterior coating systems should be sand blasted and re-coated as soon as it is practical to do so. Any structural deficiencies due to corrosion will also need to be addressed during this rehabilitation.

Staff requests the City Council consider authorizing the City Manager to execute a contract with Birkhoff, Hendricks & Carter, L.L.P. for engineering services for the Springer Elevated Water Storage Tank Rehabilitation in the amount of \$104,830.00 to be paid from the *Water Fund*.

STATE OF TEXAS

COUNTY OF ROCKWALL



PROFESSIONAL ENGINEERING SERVICES CONTRACT

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

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

PROFESSIONAL ENGINEERING SERVICES for the Springer 2-MG Composite Elevated Storage Tank Repaint project.

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

Cost for such services will be an amount not to exceed One Hundred Four Thousand Eight Hundred Thirty dollars and zero cents (\$104,830.00) and billed in accordance with the payment schedule provided in Attachment "B". Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

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

3. Method of Payment

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

4. Engineer's Standard of Care

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

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

5. Ownership of Documents

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

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

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

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

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

7. INDEMNIFICATION

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

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

8. Addresses for Notices and Communications

CITY

Amy Williams, P.E.

Director of Public Works/City Engineer

City of Rockwall

385 S. Goliad Street

Rockwall, Texas 75087

ENGINEER

Derek B. Chaney, P.E., R.P.L.S.

Partner

Birkhoff, Hendricks & Carter, L.L.P.

11910 Greenville Ave., #600

Dallas, Texas 75243

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

9. Successors and Assigns

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

10. Termination for Convenience of the Parties

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

11. Changes

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

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

13. Reports and Information

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

14. Entire Agreement

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

15. Waiver

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

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees

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

20. State or Federal Laws

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

21. Legal Compliance

Contractor shall comply with all federal, state and local laws, codes, regulations, ordinances and permits applicable to performance of the Work, including but not limited to all wage and

employment laws, and the Immigration Reform and Control Act of 1986, as amended, and Contractor shall maintain and require that its subcontractors maintain any and all licenses required for performance of the Work. Contractor hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

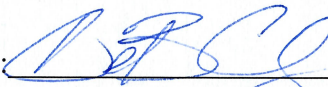
- A. With respect to providing Services hereunder, Contractor shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.
- B. Pursuant to Texas Local Government Code Chapter 176, Contractor shall submit a signed Texas Ethics Commission (“TEC”) Conflict of Interest Questionnaire (“CIQ”) at the time Contractor submits this signed Agreement to City of Rockwall City. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If Contractor certifies that there are no Conflicts of Interest, Contractor shall indicate so by writing the name of Contractor’s firm and “No Conflicts” on the TEC Form CIQ.
- C. As required by Chapter 2271, Texas Government Code, Contractor hereby verifies that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- D. Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
- E. As required by Chapter 2274, Texas Government Code, Contractor hereby verifies that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term “boycott energy companies” in this paragraph has the meaning assigned to such term in Section 809.001 of the Texas Government Code, as amended.
- F. As required by Chapter 2274, Texas Government Code, Contractor hereby verifies that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade

association during the term of this Agreement. The term “discriminate against a firearm entity or trade association” in this paragraph has the meaning assigned to such term in Section 224.001(3) of the Texas Government Code, as amended.

- G. Pursuant to Chapter 2274, Texas Government Code, in the event that the Work includes direct or remote access to or control of critical infrastructure, Contractor represents and certifies that Contractor, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of same, is not owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or any country designated as a threat to critical infrastructure by the governor under Section 2274.0103 of the Texas Government Code (“Designated Country”), (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by a Designated Country; or (iii) headquartered in a Designated Country. The term “critical infrastructure” in this paragraph has the meaning assigned to such term in Section 2274.0101 of the Texas Government Code, as amended.

EXECUTED in triplicate originals on this 2nd day of December 2025.

BIRKHOFF, HENDRICKS & CARTER, LLP
A Texas Limited Liability Partnership
TBPELS Engineering Firm No. 526
TBPELS Surveying Firm No. 100318-00

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

EXECUTED in triplicate originals on this ____ day of _____ 2025.

ATTEST:

City of Rockwall, Texas

Mary Smith
City Manager

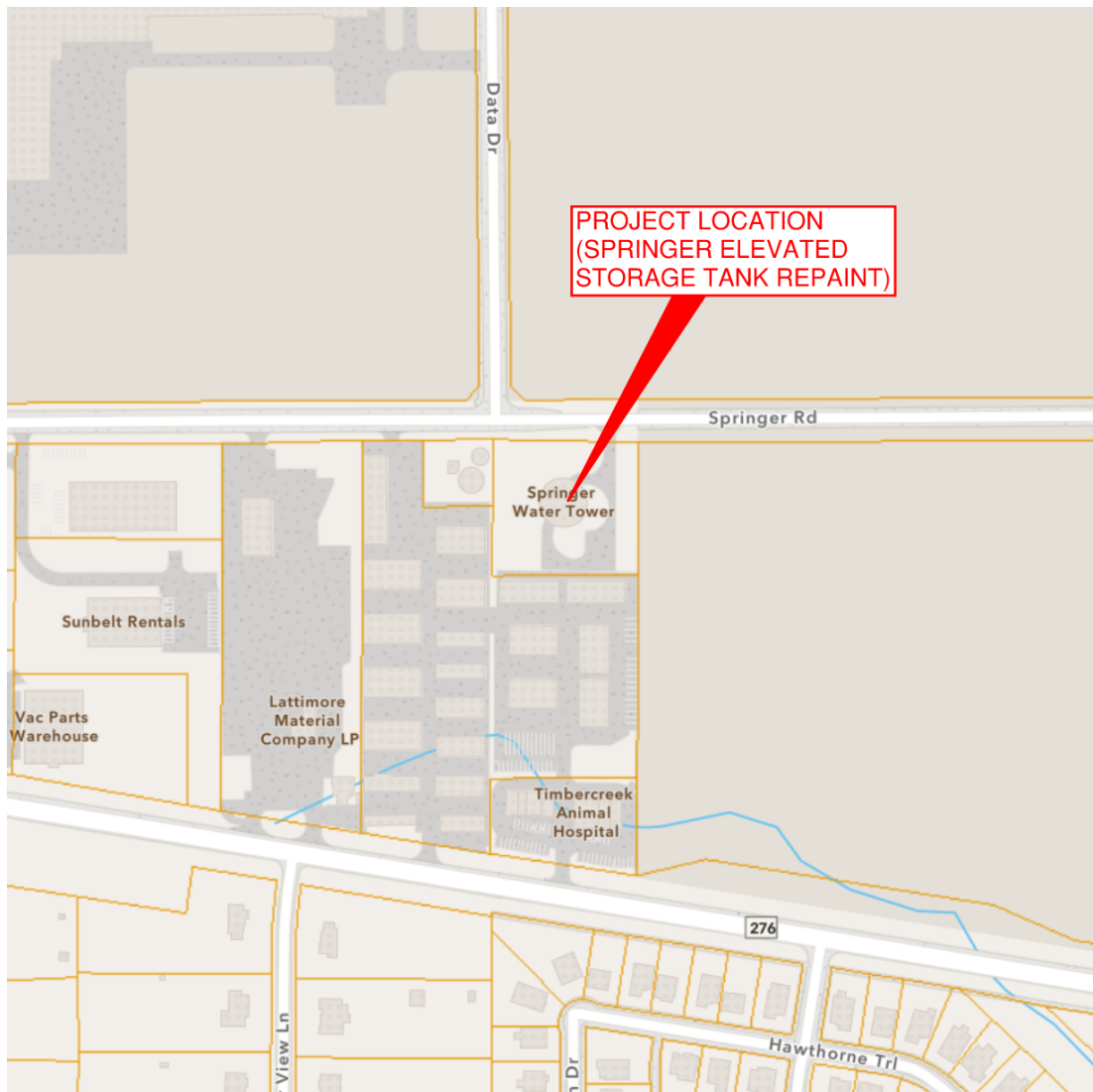
ATTACHMENT “A”

Scope of Services

Springer 2-MG Composite Elevated Storage Tank Repaint

Project Description:

The City of Rockwall (City) desires to engage the services of Birkhoff, Hendricks and Carter, LLP (Consultant) to provide engineering design, bidding, construction administration, surveying and 3rd party testing and inspection services for the Springer 2-MG Composite Elevated Storage Tank Repaint project. A project location map is provided below.



Location Map

BASIC SERVICES

1. Preliminary Engineering

- 1.1. If requested, attend a kickoff meeting, virtually, or in person, to review design parameters with the City and obtain input from Staff on known deficiencies to be addressed with the tank repaint.
- 1.2. Prepare a preliminary project schedule.
- 1.3. Conduct a site visit and climb the tank to observe existing conditions of the site and to assess the condition of the accessible interior and exterior tank components and coatings systems.
- 1.4. Based on observations from the site visit, prepare a written memorandum summarizing findings and recommendations. Provide memo to the City in digital PDF format.
- 1.5. Process the topographic survey data and develop existing site plan showing the above ground physical improvements on the site.
- 1.6. Prepare preliminary site plan for the tank rehabilitation at minimum scale of 1" = 40', based on field surveys and as-built record drawings.
- 1.7. Prepare cover sheet, including a project location map and sheet index.
- 1.8. Prepare photograph plan sheets of the existing site and tank.
- 1.9. Prepare preliminary specifications for re-coating the interior and exterior of the tank. Specifications will include requirements for containment system of blast and paint. Specify dehumidification requirements for the interior blasting and coating system. Include in documents specifications for performance and experience requirements of potential painting contractors.
- 1.10. Formulate opinion of probable construction cost based on preliminary plans.
- 1.11. Submit preliminary plans and specifications in digital PDF format to the City for review.
- 1.12. If requested, meet with the City virtually, or in person, to discuss preliminary plans and specifications.

2. Final Design

- 2.1. Revise the preliminary plans and specifications to address City review comments.
- 2.2. Prepare a plan sheet for tank elevation view and logo detail.
 - 2.2.1. Coordinate with the City to obtain .eps file for the City logo.
 - 2.2.2. Coordinate with 3rd party tank logo designer to obtain proof of the tank logo design.
 - 2.2.3. Logo colors to be selected by the City.
- 2.3. Provide provisions for wireless communication providers to reattach their equipment to the tank.
- 2.4. Prepare plan for a three-level water quality sampling line inside the tank.
- 2.5. Specify in documents replacement of fall protection system harness with current OSHA approved harnesses.
- 2.6. Provide provisions in the plans and specifications for adding a mixer inside the tank.
- 2.7. Prepare proposal and bid schedule.
- 2.8. Prepare bid item descriptions.
- 2.9. Formulate engineer's opinion of probable construction cost based on final plans.

- 2.10. Develop competitive sealed proposal requirements and proposal evaluation criteria.
- 2.11. Prepare and assemble final bidding documents, including proposal forms, construction plans, specifications, and contract documents.
- 2.12. Submit one set of final plans (11" x 17" maximum sheet size), bidding documents and project specifications to the City for their use during the bidding phase. Documents shall also be provided to the City in electronic PDF format.

3. Bidding Phase

The procurement method will be competitive sealed proposals (CSP). Assist the City with establishing the Proposal Evaluation Committee who will evaluate and score each proposal for the purpose of identifying the contractor submitting the proposal offering the "best value" to the City.

- 3.1. Assist the City staff in advertising the project for competitive sealed proposals. This will include providing the City with Notice to Contractors for their use in publicly advertising project. The Engineer will post on CivCast.
- 3.2. Address questions from the offerors during the proposal process and prepare and issue addenda as necessary.
- 3.3. Attend proposal opening at City hall and assist City during opening of proposals.
- 3.4. The Engineer shall complete tabulation of proposals, checking for mathematical errors and unbalanced bids. Original proposal documents to be returned to the City after tabulation.
- 3.5. Review submitted qualification material included in each proposal and check to confirm whether the requested information was submitted. Coordination with the City to obtain direction on whether offerors will be provided an opportunity to provide missing documentation.
- 3.6. If allowed by the City, follow-up with any offerors submitting proposals with missing documentation to request information be provided.
- 3.7. Review and check references provided for proposal packages received.
- 3.8. Develop spreadsheet template for proposal evaluations, including scoring criteria, and provide to evaluation committee, including reference comments and original submittal data to be considered in their evaluation.
- 3.9. Assist evaluation committee in scoring and ranking of proposals.
- 3.10. Formulate opinion from information received and provide a letter of recommendation to the City for award of a construction contract to the offeror submitting the proposal offering the "best value" to the City.
- 3.11. Assemble and prepare four (4) sets of construction contract documents between the City and the successful contractor and facilitate execution of all sets by both parties.

4. Construction Administration Phase

- 4.1. Conform construction plans and project specifications to addendums, if required.
- 4.2. Attend the Pre-Construction Conference at City Hall.
- 4.3. The Engineer will attend up to four (4) site meetings to monitor the progress of construction.
- 4.4. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting them to the Engineer. Review of shop drawing submissions is solely for their

conformance with the design intent and conformance with information given in the construction documents. Birkhoff, Hendricks & Carter L.L.P. shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operation of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. Electronic copy of shop drawings in which no exceptions, or make corrections noted are taken by the Engineer will be provided to the City. All shop drawings reviews will be completed electronically in PDF format.

- 4.5. Provide written responses to requests for information or clarification from city inspector or contractor.
- 4.6. Accompany the City during their final inspection of the project. If necessary, climb the tank to check completed work.
- 4.7. The Engineer shall prepare project "Record Drawings" based on information provided by the Contractor, and/or City as to the actual field placement of the work, including any changes or deletions. All documented field changes and revisions provided shall be shown and noted in the revision block. Revisions shall be drawn using accepted drafting standards and shall be clear and legible. Line work and notes related to work deleted or changed shall be omitted from the Record Drawing. Record drawings shall be sealed, dated, and signed by the Engineer of Record in accordance with the Texas Board of Professional Engineers Policy Advisory Opinion Regarding Record Drawings. The Engineer shall provide the record drawings to the City in digital PDF format.

ADDITIONAL SERVICES

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

5. Surveying for Engineering Design

- 5.1. The Engineer will submit request to Texas 811 for location of franchise utilities.
- 5.2. Survey for Engineering Design:
 - 5.2.1. Establish horizontal control points and temporary vertical control benchmarks in the vicinity of the proposed improvements.
 - 5.2.2. Perform field survey to identify and tie the horizontal and vertical location of relevant topographic conditions on the site, including tank footprint, fence, driveway, drainage structures, valves, manholes, wireless communication equipment, and other visible structures on the site.

6. Coordination with Wireless Communication Providers

- 6.1. Coordinate with the City to identify wireless communication providers with equipment on the roof of the tank. The City shall provide contact information for the providers.
- 6.2. Coordinate with the City to identify City-owned and operated wireless communications equipment located on the roof of the tank.
- 6.3. Assist the City in notifying the wireless communication providers of the proposed schedule for tank rehabilitation. If necessary, notification letters will be prepared and mailed by the Engineer via certified mail. Letter shall include deadline for removal of equipment to facilitate rehabilitation of the tank.

7. Onsite Construction Quality Control (by Subconsultant)

- 7.1. Onsite Construction Quality Control is to be completed by a third party subconsultant. The subconsultant is subject to change, but is anticipated to be Steel Inspectors of Texas, Inc. The consultant will conduct up to thirty (30) trips to the job site for coating, blasting, and welding inspections. A NACE Level 1 certified technician will be provided to perform inspections and testing of the following:
 - 7.1.1. Surface profile measurements of the surface preparation and cleanliness prior to coating application.
 - 7.1.2. Site conditions, including ambient conditions specified for coating application that will be verified prior to coating applications.
 - 7.1.3. Coatings applied will be documented for conformance to the specifications and product data sheets.
 - 7.1.4. Measure dry film thickness after each coating application.
 - 7.1.5. Low voltage pin hole Holiday testing of completed interior surfaces.
 - 7.1.6. NACE Standard SP0178-2007, along with the Visual Comparator, shall be used to verify the surface preparation of welds.
- 7.2. Daily reports will be prepared for each site visit with pictures and documentation on on-going work and any deficiencies. If requested, the test reports will be provided to the City.

EXCLUSIONS

The scope of services identified herein specifically excludes the following items, however, these items can be provided, if necessary, with a revision to scope of work and fees as agreed between CITY and ENGINEER in writing:

1. Additional Meetings not listed in the project scope.
2. Additional survey not listed in the project scope.
3. Additional construction inspections and testing beyond those included in Additional Services.
4. Consulting services by others not included in the proposal.
5. Environmental permitting, impact assessment (preparation of NEPA documentation), or site assessment/remediation.
6. Fees for permits and bid advertising.
7. On-site construction safety precautions, programs, and responsibility (Contractor's responsibility).
8. Phasing of Contractor's work (Contractor's Responsibility).
9. Resident representative services during construction other than listed in the project scope.
10. Structural Design or foundation Analysis.
11. Fiduciary Responsibility to the City.

ATTACHMENT “B”

Payment Schedule

Compensation for Basic Services in Tasks 1-4 shall be on a lump sum basis and will be invoiced monthly based upon the overall percentage of services performed. The tabulation below establishes the not to exceed amounts for each category of contract service:

<u>Task</u>		<u>Fee Amount</u>
	<u>BASIC SERVICES</u>	
1	Preliminary Engineering	\$ 18,400.00
2	Final Design Phase	\$ 20,300.00
3	Bidding Phase	\$ 10,200.00
4	Construction Administration Phase	\$ 16,700.00
	Basic Services Subtotal:	\$65,600.00
Compensation for additional services under Tasks 5-7 shall be on an hourly basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$195.00 per hour, inclusive of all equipment rentals and software licensing; plus, mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.		
	<u>ADDITIONAL SERVICES</u>	
5	Surveying for Engineering Design	\$ 1,600.00
6	Coordination with Wireless Communication Providers	\$ 5,100.00
7	Onsite Construction Quality Control	\$ 23,000.00
	Additional Services Subtotal:	\$29,700.00
	Total (Basic + Additional Services):	\$95,300.00
	ENGINEERING SERVICES CONTINGENCY** (To be 10% of Services)	\$ 9,530.00
	<i>** (This service is a miscellaneous amount to be used at the discretion of the City for additional Services outside of the scope of the contract. This item will be controlled by the City and will only be used if the City chooses. The Engineer has no right or guarantee to the use of this Contingency)</i>	
	Total Services	\$ 104,830.00

The maximum fee amount for compensation established herein shall not be exceeded without written authorization from the City, based on an increased scope of services.

ATTACHMENT “C”

Project Schedule

Notice to Proceed (NTP)	December 2025
Submit Preliminary Plans	March 2026
Submit Final Plans & Specifications	May 2026
Advertise Project for Bids	August 2026
Construction Contract Award	September 2026
Construction	November 2026 – February 2027

ATTACHMENT “D”

Sub-Consultants

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

Onsite Construction Quality Control: Steel Inspectors of Texas, Inc.

Tiphony Hulsey, President

7600 Wagon Street

Fort Worth, Texas 76108

Phone: (817) 246-8096

tiphony@steelinspectorsoftexas.com



City of Rockwall
The New Horizon

MEMORANDUM

TO: Mary Smith, City Manager

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

DATE: December 15, 2025

SUBJECT: Engineering Contract for the Justin Road Lift Station Rehabilitation

The *Justin Road Lift Station* is located along South Goliad approximately 206 feet northwest of the South Goliad Street and Justin Road intersection. The lift station was constructed in 1997 and conveys sanitary sewer for multiple commercial and residences in the area. Overtime, sanitary sewer gases damage the wet well, piping, electrical, and pumps. Any deficiencies due to corrosion will be addressed during this rehabilitation and improvements will align with applicable standards required by the Texas Commission on Environmental Quality (TCEQ).

Staff requests the City Council consider authorizing the City Manager to execute a contract with Birkhoff, Hendricks & Carter, L.L.P. for engineering services for the *Justin Road Lift Station Rehabilitation* in the amount of \$66,440.00 to be paid from the *Sewer Fund*.

STATE OF TEXAS

COUNTY OF ROCKWALL



PROFESSIONAL ENGINEERING SERVICES CONTRACT

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

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

PROFESSIONAL ENGINEERING SERVICES for the Justin Road Lift Station Rehabilitation project.

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

Cost for such services will be an amount not to exceed Sixty-Six Thousand Four Hundred Forty dollars and zero cents (\$66,440.00) and billed in accordance with the payment schedule provided in Attachment "B". Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

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

3. Method of Payment

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

4. Engineer's Standard of Care

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

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

5. Ownership of Documents

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

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

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

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

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

7. INDEMNIFICATION

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

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

8. Addresses for Notices and Communications

CITY

Amy Williams, P.E.

Director of Public Works/City Engineer

City of Rockwall

385 S. Goliad Street

Rockwall, Texas 75087

ENGINEER

Derek B. Chaney, P.E., R.P.L.S.

Partner

Birkhoff, Hendricks & Carter, L.L.P.

11910 Greenville Ave., #600

Dallas, Texas 75243

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

9. Successors and Assigns

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

10. Termination for Convenience of the Parties

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

11. Changes

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

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

13. Reports and Information

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

14. Entire Agreement

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

15. Waiver

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

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees

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

20. State or Federal Laws

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

21. Legal Compliance

Contractor shall comply with all federal, state and local laws, codes, regulations, ordinances and permits applicable to performance of the Work, including but not limited to all wage and

employment laws, and the Immigration Reform and Control Act of 1986, as amended, and Contractor shall maintain and require that its subcontractors maintain any and all licenses required for performance of the Work. Contractor hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

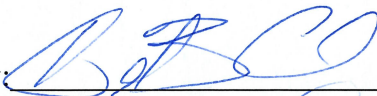
- A. With respect to providing Services hereunder, Contractor shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.
- B. Pursuant to Texas Local Government Code Chapter 176, Contractor shall submit a signed Texas Ethics Commission (“TEC”) Conflict of Interest Questionnaire (“CIQ”) at the time Contractor submits this signed Agreement to City of Rockwall City. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If Contractor certifies that there are no Conflicts of Interest, Contractor shall indicate so by writing the name of Contractor’s firm and “No Conflicts” on the TEC Form CIQ.
- C. As required by Chapter 2271, Texas Government Code, Contractor hereby verifies that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- D. Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
- E. As required by Chapter 2274, Texas Government Code, Contractor hereby verifies that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term “boycott energy companies” in this paragraph has the meaning assigned to such term in Section 809.001 of the Texas Government Code, as amended.
- F. As required by Chapter 2274, Texas Government Code, Contractor hereby verifies that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade

association during the term of this Agreement. The term “discriminate against a firearm entity or trade association” in this paragraph has the meaning assigned to such term in Section 224.001(3) of the Texas Government Code, as amended.

- G. Pursuant to Chapter 2274, Texas Government Code, in the event that the Work includes direct or remote access to or control of critical infrastructure, Contractor represents and certifies that Contractor, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of same, is not owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or any country designated as a threat to critical infrastructure by the governor under Section 2274.0103 of the Texas Government Code (“Designated Country”), (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by a Designated Country; or (iii) headquartered in a Designated Country. The term “critical infrastructure” in this paragraph has the meaning assigned to such term in Section 2274.0101 of the Texas Government Code, as amended.

EXECUTED in triplicate originals on this 2nd day of December 2025.

BIRKHOFF, HENDRICKS & CARTER, LLP
A Texas Limited Liability Partnership
TBPELS Engineering Firm No. 526
TBPELS Surveying Firm No. 100318-00

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

EXECUTED in triplicate originals on this ____ day of _____ 2025.

ATTEST:

City of Rockwall, Texas

Mary Smith
City Manager

ATTACHMENT “A”

Scope of Services

Justin Road Lift Station Rehabilitation

PROJECT DESCRIPTION:

The City of Rockwall (City) desires to engage the services of Birkhoff, Hendricks and Carter, LLP (Consultant) to provide engineering services for the rehabilitation of the existing Justin Road Lift Station. The rehabilitation includes the removal and replacement of the existing wet well, pumps, valves, electrical racks and controls. The scope also includes an engineering analysis to evaluate the wet well capacity and ensure that the proposed wet well is sized properly to accommodate future wastewater design flows for the lift station service area. The recommended improvements will be aligned with applicable standards required by the Texas Commission on Environmental Quality (TCEQ). As directed by the City, replacement of the existing 2-inch force main is excluded from the scope of work. However, if the existing force main size is determined to be deficient, resulting in its recommended replacement, an amendment to this agreement will be required to add the associated scope of work to the project.



Location Map – Justin Road Lift Station

BASIC SERVICES (LUMP SUM)

1. FINAL DESIGN

- 1.1. Attend a kickoff meeting with City engineering staff and lift station operators to review the project requirements and scope of work.
- 1.2. Research and review existing construction record drawings and SCADA data provided by the City for the lift station and force main, and wastewater collection lines discharging into the wet well and at the outfall of the force main.
- 1.3. Conduct one site visit to observe existing site conditions, including the civil, electrical, and SCADA components. Assess condition of visible lift station components.
- 1.4. Delineate the build-out service area for the lift station and calculate wastewater design flow based on the City's future land use plan. The calculated design flow will be used to size the proposed lift station improvements. Calculations will include allowances for wet weather flow, including inflow and infiltration.
- 1.5. Plot the existing site conditions from field survey data collected.
- 1.6. Coordinate with manufacturers to evaluate improvement options
- 1.7. Develop preliminary site plan showing location of recommended improvements.
- 1.8. Prepare a preliminary opinion of probable construction cost for recommended improvements.
- 1.9. Locate nearby adjacent utilities as identified from field surveys, Texas811 utility locates, information provided by utility companies, and the CITY's record drawings, if available.
- 1.10. Develop temporary sewage bypass pumping plan.
- 1.11. Design proposed wet well, valve vault, and discharge piping, including connections to existing piping.
- 1.12. Prepare construction plans for the proposed civil improvements to include:
 - a) Cover Sheet, Location Map, Sheet Index, and General Notes
 - b) Existing civil site plan
 - c) Demolition plan, if required
 - d) Proposed civil site plan
 - e) Proposed plan and section views of wet well and valve vault
 - f) Selection of applicable standard City Details, and preparation of Special Details as required
 - g) Erosion control plan
- 1.13. Prepare construction plans for the proposed electrical improvements to include:
 - a) Electrical site plan and electrical rack plan
 - b) Electrical one-line diagram
 - c) Control schematics and block diagram

- d) Electrical schedules
 - e) Electrical details
 - f) Instrumentation and SCADA conversion schedules
- 1.14. Complete quantity take-off and formulate an Engineer's Opinion of Probable Construction Cost for the 60% complete design.
 - 1.15. Submit 60% Complete preliminary construction plans, and engineer's opinion of probable construction cost to the CITY for review in PDF format.
 - 1.16. Attend one review meeting, either in-person or virtual, with the CITY staff to discuss 60% preliminary plan comments.
 - 1.17. Revise preliminary plans incorporating the CITY's 60% review comments into the construction plans.
 - 1.18. Prepare specifications and contract documents, including bidding requirements, proposal, bid schedule and special conditions.
 - 1.19. Prepare technical specifications as may be required.
 - 1.20. Prepare pay item descriptions for each item included in the bid schedule.
 - 1.21. Update quantity take-off and formulate revised Engineer's Opinion of Probable Construction Cost based on 90% complete design.
 - 1.22. Submit 90% Complete preliminary construction plans, preliminary project specifications, and engineer's opinion of probable construction cost to the CITY for review in PDF format.
 - 1.23. Attend one review meeting, either in-person or virtual, with the CITY staff to discuss 90% preliminary plan and specification comments.
 - 1.24. Incorporate comments from the CITY review of 90% Submittal into the construction plans and project specifications.
 - 1.25. Update quantity take-off and formulate revised Engineer's Opinion of Probable Construction Cost based on 100% complete design.
 - 1.26. Submit 100% Complete Submittal (Final) construction plans, project specifications, and engineer's opinion of probable construction cost to the CITY in PDF format.
 - 1.27. If required, the ENGINEER will prepare and submit the final plans, specifications and transmittal letter to the TCEQ for Chapter 217 review.

2. BIDDING PHASE

- 2.1. Furnish the City with one 11-inch x 17-inch set of final construction plans, and one set of final Bidding Documents and Specifications for use during the bidding phase. Documents will also be provided to the City in electronic PDF format.
- 2.2. The City will handle all notices to publish in the newspaper. The Engineer will upload to Civcastusa.com (online service) non-modifiable copies of the Engineer's sealed, signed and dated plan sheets and specifications. In the event that the electronic copies are modified, the original file at Birkhoff, Hendricks & Carter, LLP's office will govern in all cases.
- 2.3. The Engineer will prepare addenda to answer questions by bidders of the plans and specifications. The Engineer will provide the City with sealed, signed and dated addenda. The Engineer will upload the addenda to Civcastusa.com (online service) to respond to all questions. Questions must be submitted by potential bidders a minimum of 48-hours prior to the bid opening. All addenda shall be posted a minimum of 24-hours before the bid opening.
- 2.4. Attend the Bid Opening at City Hall.
- 2.5. Complete tabulation of bids; checking for mathematical errors and unbalanced bids. (Bid documents to be provided to Consultant by the City). Provide bid tabulation to the City in PDF format.
- 2.6. Obtain qualifications package from the low bidder, including experience records, and reference. Check references of apparent low bidder. Formulate opinion from information received and provide the City with a letter of recommendation for award of a construction contract.
- 2.7. Once a construction contract is awarded by the City Council and contract documents are executed, the Consultant will return the bid bonds to the bidders. The Consultant will return the original bid packages to the City at the pre-construction conference.
- 2.8. Conform the plans and specifications to the addenda or addendums as required.
- 2.9. Prepare four sets of contract documents and facilitate the execution of contract documents between the Contractor and the City.

3. CONSTRUCTION ADMINISTRATION

- 3.1. Attend the Pre-Construction Conference, including preparing an agenda and attendance sheet.
- 3.2. Attend site observation or coordination meetings with the contractor, quality control personnel, and CITY representatives as required.
- 3.3. Review, comment and issue response to shop drawings and other submittals as required by contract documents including maintenance of a submittal log detailing pertinent information regarding the review status of project submittals and shop drawings. Issue approved shop drawings and submittals to contractor. Whenever possible shop drawing submittals will be submitted and reviewed in digital format.
- 3.4. Respond to contractor's requests for information (RFI) regarding project plans and specifications.

- 3.5. Prepare and process routine change orders for this project as they pertain to the original scope of work.
- 3.6. Prepare monthly pay request, including transmittal letter and recommendation for payment based on information obtained from Contractor and/or City Inspector.
- 3.7. Accompany the CITY during their final inspection of the project and prepare punch-list of items observed as deficient.
- 3.8. Recommend final acceptance of work based on information from the CITY's on-site representative.

ADDITIONAL SERVICES (HOURLY)

4. FIELD SURVEYING FOR ENGINEERING DESIGN

Perform necessary field surveying to facilitate design of the project as outlined in this Scope of Services. Surveying is expected to include the following:

- 4.1. Establish horizontal and vertical control using City criteria.
- 4.2. Tie property monuments that can be found.
- 4.3. Tie existing wet well, including measurements to valves and influent gravity sewer. Tie upstream manhole for influent gravity sewer, including measure down to pipe inverts.
- 4.4. Tie accessible existing facilities within the project limits including existing electrical equipment, paving, driveways, sidewalks, fencing, buildings, and landscaping.
- 4.5. Tie existing visible franchise utilities markings and public utilities such as water valves, fire hydrants, and sanitary sewer manholes.
- 4.6. Refresh coordinate control prior to construction, if needed.

5. RECORD DRAWING PREPARATION

- 5.1. Utilizing on-site representative and Contractor construction record information, the consultant will prepare construction record drawings to reflect known deviations from the original design.
- 5.2. Provide record drawings to the City in PDF format.

EXCLUSIONS

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Consulting services by others not included in proposal.
- B. Contractor's means and methods.
- C. Environmental permitting, impact assessment (preparation of NEPA documentation), or site assessment/remediation.
- D. Fees for permits.
- E. Fiduciary responsibility to the City.
- F. On-site construction safety precautions, programs and responsibility (Contractor's responsibility).
- G. Phasing of Contractor's work.
- H. Title searches.
- I. Traffic engineering report or study.
- J. Trench safety designs.
- K. Geotechnical evaluation.
- L. Fiduciary Responsibility to the City.
- M. Odor control design.

ATTACHMENT “B”

Payment Schedule

Compensation for Basic Services in Tasks 1-3 shall be on a lump sum basis and will be invoiced monthly based upon the overall percentage of services performed. The tabulation below establishes the not to exceed amounts for each service task:

<u>Task</u>		<u>Fee Amount</u>
	<u>BASIC SERVICES</u>	
1	Final Design Phase	\$ 36,800.00
2	Bidding Phase	\$ 5,800.00
3	Construction Administration Phase	\$ 13,300.00
	Basic Services Subtotal:	\$ 55,900.00
Compensation for additional services under Tasks 4-5 shall be on an hourly basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$195.00 per hour, inclusive of all equipment rentals and software licensing; plus, mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.		
	<u>ADDITIONAL SERVICES</u>	
4	Survey for Engineering Design	\$ 2,500.00
5	Record Drawing Preparation	\$ 2,000.00
	Additional Services Subtotal:	\$ 4,500.00
	Total (Basic + Additional Services):	\$60,400.00
	**ENGINEERING SERVICES CONTINGENCY (To be 10% of Services)	\$ 6,040.00
	<i>** (This service is a miscellaneous amount to be used at the discretion of the City for additional Services outside of the scope of the contract. This item will be controlled by the City and will only be used if the City chooses. The Engineer has no right or guarantee to the use of this Contingency)</i>	
	Total Services	\$ 66,440.00

The maximum fee amount for compensation established herein shall not be exceeded without written authorization from the City, based on an increased scope of services.

ATTACHMENT “C”

Project Schedule

Notice to Proceed (NTP)	December 2025
Complete Field Surveys	January 2026
Submit 60% Complete Plans	April 2026
Receive 60% Comments Back from City	May 2026
Submit 90% Complete Plans and Specifications	July 2026
Receive 90% Comments Back from City	August 2026
Submit Final Plans and Specifications	October 2026
Advertisement, Bidding and Contract Award	October-November 2026
Notice to Proceed for Construction	November 2026
Construction (4-months)	December 2026 – March 2027

ATTACHMENT “D”

Sub-Consultants

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

Electrical Engineering:

TLS Engineering, LLC
Thomas E. Vaughan, P.E., President & CEO
8911 N. Capital of Texas Hwy, Suite 4200
Austin, TX 78759
Cell: 512-962-4413
thomas@texasliftstationengineering.com



City of Rockwall
The New Horizon

MEMORANDUM

TO: Mary Smith, City Manager
FROM: Amy Williams, P.E. Director of Public Works/City Engineer
DATE: December 15, 2025
SUBJECT: Ordinance Amendment for Utilities, Backflow, and Meters

Staff is proposing amendments to Chapter 10 and 44 of the Municipal Code of Ordinances for the purpose of correcting the procedures for backflow assembly testing and fire hydrant meter & backflow rentals.

Staff is available to answer any questions Council may have concerning these amendments.

AW

Attachments

Cc: File

CITY OF ROCKWALL

ORDINANCE NO. 26-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL TEXAS, AMENDING THE MUNICIPAL CODE OF ORDINANCES FOR THE CITY OF ROCKWALL BY AMENDING SECTION 10-696 OF ARTICLE XVI, *IRRIGATION CODE*, OF CHAPTER 10, *BUILDINGS AND BUILDING REGULATIONS*, AND SECTION 44-78 & 44-79 OF ARTICLE III, *RATES AND CHARGES*, AND SECTION 44-311 & 44-332 OF ARTICLE V, *WATER*, OF CHAPTER 44, *UTILITIES*; PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$2,000.00 FOR THE VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rockwall, Texas desires to amend its penalty provisions to allow for the option to disconnect utilities upon being convicted and/or failing to bring a property into compliance with the provisions of Chapter 44, *Utilities*, of the Municipal Code of Ordinances of the City of Rockwall; and,

WHEREAS, the City Council has determined that the ordinance amendments set forth herein are necessary and appropriate.

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

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

SECTION 2. Amendments.

- A. That Section 10-696 of Article XVI, *Irrigation Code*, of Chapter 10, *Buildings and Building Regulations*, of the Municipal Code of Ordinances shall be hereafter amended as follows:

Section 10-696 – Backflow prevention methods and devices.

- (h) The irrigator shall ensure that backflow prevention device is tested by a licensed backflow prevention assembly tester prior to be placed in service and the test results proved to the city and the irrigation system's owner or owner's representative within ten business days of the testing of the backflow prevention device. **The test results shall be submitted to the City third party vendor.**

- B. That Sections 44-78 & 44-79 of Article III, *Rates and Charges*, of Chapter 44, *Utilities*, of the Municipal Code of Ordinance shall hereafter be amended as follows:

Section 44-78 – Fire hydrant meters; city-owned meters and backflow prevention assemblies.

- (c) Customers renting RPZ backflow prevention assembly from the city are required to pay a deposit of **\$1,000.00** per assembly.

- (f) **Meter reads are accepted between the first and the tenth of the month via pictures by email to servicecenter@rockwall.com. After the 10th of the month any accounts that have not submitted the**

meters readings via email will result in the following:

Section 44-79 – Customer-owned meters and backflow prevention assemblies.

- (a) Customers may use their own meter and backflow prevention assembly after placing a \$850.00 deposit with the city.
 - (b) Prior to installation, customer must bring their meters to the city service center to be inspected and tagged. A current backflow test report must accompany customer owned meters and backflow prevention assemblies. Customers will be billed for usage at the established irrigation rate.
 - (c) Meter reads are accepted between the first and the tenth of the month via pictures by email to servicecenter@rockwall.com. After the 10th of the month any accounts that have not submitted the meters readings via email will result in the following:
 - (1) The account is closed and the customer will forfeit the \$850.00 deposit; and
 - (2) The customer is billed for a minimum of 100,000 gallons usage at the established irrigation rate; and
 - (3) When the account is re-established, the city will assess a \$250.00 reconnection fee to re-open the account
 - (d) Failure to have the city's identification tag securely attached on the meter, or meter and/or backflow prevention assembly numbers not matching the tag, will result in a \$250.00 fine.
 - (e) Fines and other fees are as follows:
 - (1) A \$250.00 fine for no tag.
 - (2) A \$250.00 fee for reconnection of a pulled meter.
- C. That Sections 44-311 & 44-332 of Article V, *Water*, of Chapter 44, *Utilities*, of the Municipal Code of Ordinances shall hereafter be amended as follows:

Section 44-311 – Water Distribution

- (a) Backflow, siphonage requirements.
 - (1) No water connection from any public drinking water supply system shall be allowed to any residence or establishment where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination. All non-single-family residential use establishments shall be required to have a backflow prevention assembly.
 - (a) At any residence or establishment where an actual or potential contamination hazard exists, additional protection shall be required at the meter in the form of an air gap or backflow prevention assembly. The type of backflow prevention assembly required shall be determined by the specific potential hazard identified in section 44-313, Figure: 30 TAC § 290.47(l) of this title (relating to Appendices).
 - (b) At any residence where an actual or potential contamination hazard exists and an adequate internal cross connection control program is in effect, backflow protection at the water service entrance or meter is not required.

1. An adequate internal cross connection control program shall include an annual inspection and testing by a certified backflow prevention assembly tester on all backflow prevention assemblies used for health hazard protection.
 2. Copies of all such inspection and test reports must be obtained and kept on file by the water purveyor.
 3. It will be the responsibility of the water purveyor to ensure that these requirements are met.
- (2) No water connection from any public drinking water supply system shall be connected to any condensing, cooling, or industrial process or any other system of non-potable usage over which the public water supply system officials do not have sanitary control, unless the connection is made in accordance with the requirements of subsection (1)a of this section. Water from such systems cannot be returned to the potable water supply.
- (3) Overhead bulk water dispensing stations must be provided with an air gap between the filling outlet hose and the receiving tank to protect against back siphonage and cross contamination.
- (4) All backflow prevention assemblies that are required according to this section and associated table located in section 44-313, Figure: 30 TAC § 290.47(I) of this title shall be tested upon installation by a recognized backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester. All backflow assembly installation shall be done in accordance to the approval set forth in the list of approved backflow prevention assemblies issued by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research or American Water Works Association Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14). All backflow assemblies shall be accessible for testing and repairs.
- (a) Recognized backflow prevention assembly testers shall have completed an executive director approved course on cross connection control and backflow prevention assembly testing, pass an examination administered by the executive director, and hold current professional certification as a backflow prevention assembly tester.
1. Backflow prevention assembly testers are qualified to test and repair assemblies on any domestic, commercial, industrial, or irrigation service.
 2. Backflow prevention assembly testers may test and repair assemblies on firelines only if they are permanently employed by an approved fireline contractor. The state fire marshal's office requires that any person performing maintenance on firelines must be employed by an approved fireline contractor.
- (b) Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the University of Southern California's Manual of Cross-Connection Control or the American Water Works Association Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14). Public water systems shall require testers to include test gauge serial numbers on "Test and Maintenance" report forms and ensure testers have gauges tested for accuracy.

- (c) A test report must be completed by the recognized backflow prevention assembly tester for each assembly tested. Only backflow prevention assembly field test procedures approved by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research American Water Works Association Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14) will be accepted. The test results shall be submitted to the City third party vendor.
- (b) The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes.
- (c) At any residence where there is no actual or potential contamination hazard, a backflow prevention assembly is not required.

Section 44-332 – Testing; registration and reports

All backflow prevention assemblies and air gaps (reduced pressure principle backflow preventer assemblies, double-check valve assemblies, double-detector check valve assemblies and pressure vacuum breaker assemblies, etc.) shall be installed in/on commercial buildings, fire sprinkler systems, commercial irrigation systems, homeowner's associations (HOA) community irrigation systems, or any other system that is a potential hazard to the water system by the city and/or the building code. The owner, tenant, and/or lessee is responsible to ensure that testing is performed. All tests shall be performed by a state-certified backflow tester. All testers shall be registered with the city and all test results shall be submitted to the city's third part vendor.

SECTION 3. Remaining Provisions Unchanged. The remainder of the existing Article XVI, *Irrigation Code*, of Chapter 10, *Buildings and Building Regulations*, and Article III, *Rates and Charges*, and Article V, *Water*, of Chapter 44, *Utilities*, shall remain unchanged and shall remain in full force and effect, save and except as amended by this *Ordinance*.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act.

SECTION 5. Effective Date. 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 ____ DAY OF _____, 2026.

Tim McCallum, *Mayor*

ATTEST:

Kristy Teague, *City Secretary*

APPROVED AS TO FORM:

Frank J. Garza, *City Attorney*

1st Reading: December 15, 2025

2nd Reading: January 5, 2026



City of Rockwall
The New Horizon

MEMORANDUM

TO: Mary Smith, City Manager
Cc: Honorable Mayor and City Council
FROM: Jeffrey Widmer, Director of Building Inspections and NIS
DATE: December 15, 2025
SUBJECT: Health Department permit fee adjustments in response to SB 1008

Due to the recent passage of SB 1008, the City's health permit fee structure and specifically fees charged for food service establishments (FSE's) have been impacted.

At the October 6th City Council meeting, Council voted in favor of making changes to the City's health permit fee schedule, to adjust for the new state law. In accordance with the senate bill, staff sent notifications to all current food service establishment permit holders that changes to the City's health permit fee schedule would be considered and voted on at the December 15th City Council meeting. Feedback and questions from permit holders have been minimal with no real opposition.

The following Fee Schedule Resolution has been prepared by staff, in accordance with the directions received from City Council at the October 6th meeting.

If Council chooses to adopt this amended fee schedule, the adjusted fees will be applicable on December 16th and will apply to all 2026 health permits.

Health Related Fees

1. Banners	\$ 50.00	
2. Child Care Facility	\$ 200.00 \$300	
3. Concession Stands	\$ 100.00	
4. Plan Review	\$ 150.00	
Food service establishments, childcare facilities, public pools/spas		
6. Food Service Permits		
a. Food Service Establishment	\$ 350.00 \$450	
b. Grocery Store (Multiple Departments)	\$773.00	
c. Temporary Food Service	\$ 50.00	
d. Seasonal Food Service Permit	\$ 90.00	Nonprofit agencies are exempt
e. Special Events Food Vendor	\$ 50.00	Nonprofit agencies are exempt
f. Mobile Food Trucks	\$ 300.00	
g. Ice Cream/Cold Mobile Food Trucks	\$ 200.00	
7. Late Permit Fee	\$ 30.00	
8. Public Pools and Spas		
a. Operator Permits	\$ 225.00	
b. Additional pools (fee for each)	\$ 225.00	
c. Free Standing Spa	\$ 25.00	
d. Temporary Closure Fee	\$ 50.00	
9. Inspection Fees		
Re-inspection	\$ 50.00	
Initial follow-up inspection at no cost, however if a second re-inspection is required the fee will be assessed		
10. Registrations		
a. Certified Pool Operator	\$ 10.00	Expires with state license
b. Child Care Facility Worker	\$ 10.00	Required every two years
c. Food Service Manager	\$ 30.00	Expires with state license
11. Special Event Permit	\$ 60.00	Nonprofit agencies are exempt

CITY OF ROCKWALL, TEXAS

RESOLUTION NO. 25-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, REPEALING RESOLUTION 21-11 IN ITS ENTIRETY AND ADOPTING A NEW RESOLUTION TO PROVIDE FOR AN UPDATED FEE SCHEDULE FOR PERMITS, REGISTRATIONS, CERTIFICATES, AND CERTAIN RELATED FEES FOR THE CITY OF ROCKWALL, AS DESCRIBED IN “EXHIBIT A” OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, earlier this year, the 89th Session of the Texas State Legislature passed S.B. No. 1008, which - in part - impacts municipal fees related to food service establishments; and

WHEREAS, this piece of legislation was signed by Governor Abbott in May of 2025 and went into effect September 1, 2025; and

WHEREAS, in response to this new legislation and direction given by City Council at the October 6, 2025 Council Meeting, staff sent notifications to all current food service establishment permit holders to inform them of the upcoming potential changes to the City’s health permit-related fees, letting them know that said changes would be considered by Council at its December 15, 2025 regular meeting; and

WHEREAS, feedback received by staff as a result of said notifications has been minimal with no notable opposition being expressed.

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

Section 1. That Resolution No. 21-11 is hereby repealed in its entirety and that this resolution and its attached “**Exhibit A**” is hereby adopted as the updated, official “Permit, Health, and Misc. Fee Schedule” for the City of Rockwall; and

Section 2. Payment in accordance with the fees described in the attached “**Exhibit A**” shall be required and collected by the City beginning December 16, 2025; and

Section 3. That this resolution shall take effect immediately upon passage and approval, and it is so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 15th DAY OF DECEMBER, 2025.

Tim McCallum, Mayor

ATTEST:

Kristy Teague, City Secretary

City of Rockwall

Schedule of Permit, Health and Misc. Fees

Building PermitsFee Amount**1. Residential**

a. Accessory Building	.80 per sq. ft. up to 225 sq. ft. plus .45 per sq. ft. over 225 sq. ft./ \$125 min.
b. Single Family - New	.48 per sq. ft. up to 5000 sq. ft. / .40 per sq. ft. if home is > 5000 sq. ft.
c. Single Family – Remodel / Addition	.48 per sq. ft. (scope of work) with \$125.00 min.
d. Electrical – Panel replacement / re-wire / service- meter base replacement	\$ 125.00
e. Electrical – other / repair	\$ 75.00
f. Plumbing – Slab leaks / tunneling / sewer main replacement	\$ 125.00
g. Plumbing – Water Heater / other / repair	\$ 75.00
h. Mechanical – New system installation	\$ 125.00
i. Mechanical – other / repair	\$ 75.00
j. Patio covers / decks / carports	\$ 75.00

2. Commercial

a. Commercial – New	Table 1A
b. Commercial – Remodel	Table 1A
c. Certificate of Occupancy	\$ 75.00
d. Temporary Certificate of Occupancy	\$ 300.00
e. Mechanical, Electrical, Plumbing	Table 1A

3. Board of Adjustments City Council Sign Variances, Sign Plans / Construction Advisory and Appeals Board

\$ 200.00

4. Solar Panel Systems

.65 per sq. ft.

5. Concrete

.20 per sq. ft. / \$50 min.

6. Demolition of Structures

\$ 50.00

7. Fence

\$ 50.00

Screening Wall

\$ 75.00

8. Inspection Fees

a. After Hours Inspection	\$ 50.00 per hr. (min. 2 hrs.)
b. Re-inspection	\$ 50.00

9. Irrigation

\$75.00

10. Moving of Structures

Refer To Chapter 10, Article XIV of the Code of Ordinances

11. Permit Bag Replacement

\$ 20.00

12. Pools/Hot Tub/Spa

a. Pool – above ground	\$ 75.00
b. Pool – in ground	\$150.00
c. Hot Tub/Spa	\$100.00

13. Roofing

\$ 75.00

14. Sign

\$75.00

15. Temporary Construction/Sales Trailer

\$100.00

16. Miscellaneous Permits

\$ 50.00 (includes windows, retaining walls, storm shelters, etc.)

“Exhibit A” Page 2

Health Related Fees

1. Banners	\$ 50.00	
2. Child Care Facility	\$ 200.00 <u>\$300</u>	
3. Concession Stands	\$ 100.00	
4. Plan Review	\$ 150.00	
Food service establishments, childcare facilities, public pools/spas		
6. Food Service Permits		
a. Food Service Establishment	\$ 350.00 <u>\$450</u>	
b. Grocery Store (Multiple Departments)	<u>\$773.00</u>	
c. Temporary Food Service	\$ 50.00	
d. Seasonal Food Service Permit	\$ 90.00	Nonprofit agencies are exempt
e. Special Events Food Vendor	\$ 50.00	Nonprofit agencies are exempt
f. Mobile Food Trucks	\$ 300.00	
g. Ice Cream/Cold Mobile Food Trucks	\$ 200.00	
7. Late Permit Fee	\$ 30.00	
8. Public Pools and Spas		
a. Operator Permits	\$ 225.00	
b. Additional pools (fee for each)	\$ 225.00	
c. Free Standing Spa	\$ 25.00	
d. Temporary Closure Fee	\$ 50.00	
9. Inspection Fees		
Re-inspection	\$ 50.00	
Initial follow-up inspection at no cost, however if a second re-inspection is required the fee will be assessed		
10. Registrations		
a. Certified Pool Operator	\$ 10.00	Expires with state license
b. Child Care Facility Worker	\$ 10.00	Required every two years
c. Food Service Manager	\$ 30.00	Expires with state license
11. Special Event Permit	\$ 60.00	Nonprofit agencies are exempt

Commercial Building Permit Fees

Table 1A

Total Valuation	Fee
\$1.00 to \$500.00	\$50.00
\$500.01 to \$2,000.00	\$50.00 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2000.00
\$2,000.01 to \$25,000.00	\$80.75 for the first \$2000.00 plus \$14.00 for each additional \$1000.00, or fraction thereof, to and including \$25,000.00
\$25,000.01 to \$50,000.00	\$402.75 for the first \$25,000.00 plus \$10.10 for each additional \$1000.00, or fraction thereof, to and including \$50,000.00
\$50,000.01 to \$100,000.00	\$655.25 for the first \$50,000.00 plus \$7.00 for each additional \$1000.00, or fraction thereof, to and including \$100,000.00
\$100,000.01 to \$500,000.00	\$1005.25 for the first \$100,000.00 plus \$5.60 for each additional \$1000.00, or fraction thereof, to and including \$500,000.00
\$500,000.01 to \$1,000,000.00	\$3245.25 for the first \$500,000.00 plus \$4.75 for each additional \$1000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$5620.25 for the first \$1,000,000.00 plus \$3.65 for each additional \$1000.00, or fraction thereof
For use of outside consultants for plan review or inspections	Actual costs

<i>Contractor Registrations Expire when State License Expires</i>	
Back Flow	\$100.00
Fence	\$100.00
General Contractor	\$100.00
Irrigation	\$100.00
Demo Contractor	\$100.00
Sign Contractor	\$100.00



City of Rockwall

MEMORANDUM

TO: Mayor and City Council Members
FROM: Misty Farris, Purchasing Agent
DATE: December 15, 2025
SUBJECT: Bid Award for Concrete Pavement Repair Contracts

Approved in the Streets and Drainage Operating Budget are funds designated for concrete pavement repairs. In previous years, the City has outsourced these services, most recently through a contract awarded to EM Construction (Medrano). That contract has since expired. A new construction repair contract was competitively bid on December 3, 2025, and four bids were received.

The Concrete Pavement Repairs Contract provides for all materials, equipment, labor, and related incidentals necessary to perform street, curb and gutter, alley, ADA ramp, and sidewalk/trail repairs. The full scope of work is detailed in the attached unit price bid worksheet. For the current budget year, the Streets and Drainage Department has allocated \$1,450,000 for concrete pavement repairs. In addition, the Parks Department will utilize this contract for the construction of an 8' trail system with sitting areas at Stone Creek, with \$125,000 budgeted, and the Water & Sewer Departments have budgeted \$179,000 for unforeseen concrete repair needs. Combined, these budgets total a not-to-exceed amount of \$1,754,000 for the use of these contracts. The bid tabulation form is included following this memo. Awards are based on unit prices. The contract term is 12 months, with the option to renew for up to five additional one-year terms.

Responsive bids were submitted by B&B Concrete & Sawing of Dallas, Cam-Crete Contracting Inc. of Cedar Hill, and EM Construction of Mesquite. Texas Civil Construction of Royse City was deemed non-responsive for failing to submit all required documents and for providing an incomplete bid form. Following the evaluation process, it was determined that the bids submitted by B&B Concrete & Sawing and EM Construction represent the best value to the City.

For Council consideration is the award of the annual Concrete Pavement Repairs Contract, by unit price, to B&B Concrete & Sawing and EM Construction (Medrano). Staff further requests authorization for the City Manager to execute the contracts, any subsequent renewals for these services, and purchase orders not-to-exceed the amount of \$1,754,000.

ATTACHMENTS:

1. Concrete Repairs 2025 bid form

BID FORM

BID NO. 2026-002 ANNUAL CONTRACT FOR CONCRETE REPAIR (VARIOUS LOCATIONS)

Item No.	Est Qty	Unit	Item Description	B&B Concrete	Cam-Crete Contracting	EM Construction	TX Civil Construction
1.	1.00	S.Y.	Construct 7"- 5"-7" concrete alley pavement including all incidentals. Alley Paving Detail	\$85.00	\$95.00	\$100.00	missing
2.	1.00	S.Y.	Remove and dispose existing alley pavement. Construct 7"- 5"-7" concrete alley pavement including all incidentals. Alley Paving Detail (sheet 01)	\$110.00	\$115.00	\$115.00	missing
3.	1.00	S.Y.	Remove and dispose existing alley pavement. Construct 7"- 5"-7" high early-set concrete alley pavement including all incidentals. Alley Paving Detail (sheet 02)	\$170.00	\$165.00	\$160.00	missing
4.	1.00	S.Y.	Construct 6" concrete pavement with curb as needed to City of Rockwall standards including all incidentals. Street Paving Detail (sheet 03)	\$85.00	\$93.00	\$100.00	missing
5.	1.00	S.Y.	Remove and dispose existing concrete pavement. Construct 6" concrete pavement with curb as needed to City of Rockwall standards including all incidentals. Street Paving Detail (sheet 03)	\$110.00	\$113.00	\$115.00	missing
6.	1.00	S.Y.	Remove and dispose existing concrete pavement. Construct 6" high early-set concrete pavement with curb as needed including all incidentals. Street Paving Detail – (sheet 04)	\$170.00	\$145.00	\$160.00	missing
7.	1.00	S.Y.	Construct 6" roof top concrete pavement without curb to City of Rockwall standards including all incidentals. Street Paving Detail – (sheet 22)	\$85.00	\$93.00	\$100.00	missing
8.	1.00	S.Y.	Remove and dispose existing concrete pavement. Construct 6" roof top concrete pavement without curb to City of Rockwall standards including all incidentals. Street Paving Detail –	\$110.00	\$113.00	\$115.00	missing
9.	1.00	S.Y.	Construct 8" concrete pavement with curb as needed including all incidentals. Street Paving Detail (sheet 03)	\$101.00	\$100.00	\$110.00	missing
10.	1.00	S.Y.	Remove and dispose existing concrete pavement. Construct 8" concrete pavement with curb as needed including all incidentals. Street Paving Detail (sheet 22)	\$127.00	\$125.00	\$130.00	missing
11.	1.00	S.Y.	Remove and dispose existing concrete pavement. Construct 8" high early-set concrete pavement with curb as needed to City of Rockwall standards including all incidentals. Street Paving Detail (sheet 04)	\$187.00	\$175.00	\$185.00	\$150.00
12.	1.00	S.Y.	Remove and dispose existing concrete pavement. Construct 10" concrete pavement with curb as needed including all incidentals. Street Paving Detail (sheet 03)	\$134.00	\$140.00	\$135.00	\$150.00
13.	1.00	S.Y.	Remove and dispose existing concrete pavement. Construct 10" high early-set concrete pavement with curb as needed including all incidentals. Street Paving Detail (sheet 04)	\$190.00	\$185.00	\$230.00	\$200.00
14.	1.00	S.Y.	Remove and dispose existing concrete pavement. Construct 12" concrete pavement with curb as needed including all incidentals. Street Paving Detail (sheet 03)	\$150.00	\$190.00	\$145.00	\$200.00
15.	1.00	S.Y.	Remove and dispose existing concrete pavement. Construct 12" high early-set concrete pavement with curb as needed including all incidentals. Street Paving Detail (sheet 04)	\$210.00	\$250.00	\$285.00	\$250.00
16.	1.00	S.Y.	Remove and dispose miscellaneous concrete driveway pavement. Construct concrete driveway pavement including all incidentals. Driveway Paving Detail (sheet 05)	\$110.00	\$100.00	\$105.00	\$100.00
17.	1.00	S.Y.	Remove and dispose existing exposed aggregate concrete driveway pavement. Construct exposed aggregate concrete pavement including all incidentals. Driveway Paving Detail (sheet	\$130.00	\$105.00	\$108.00	\$125.00
18.	1.00	S.F.	Construct monolithic concrete median nose including all incidentals. Median Island Pavement Detail (sheet 07)	\$30.00	\$20.00	\$30.00	\$100.00

Item No.	Est Qty	Unit	Item Description	B&B Concrete	Cam-Crete Contracting	EM Construction	TX Civil Construction
19.	1.00	S.F.	Construct monolithic concrete median nose with brick paver including all incidentals. Median Island Pavement Detail (sheet 08)	\$32.00	\$25.00	\$35.00	\$140.00
20.	1.00	S.F.	Furnish and install median brick Pavers, sand bedding including all incidentals. Median Island Pavement Detail (sheet 08)	\$42.00	\$25.00	\$35.00	\$80.00
21.	1.00	S.F.	Remove existing brick pavers and dispose excess material & debris including sand bedding, reinforced concrete etc., including all incidentals. Median Island Pavement Detail (sheet 08)	\$25.00	\$10.00	\$15.00	\$30.00
22.	1.00	S.F.	Furnish and install vehicular brick pavers, sand bedding and subgrade to City of Rockwall standards including all incidentals. Median Island Pavement Detail (sheet 08)	\$42.00	\$25.00	\$35.00	\$45.00
23.	1.00	L.F.	Construct reinforced Sidewalk Lug at sidewalk locations adjacent to street curbs including all incidentals. Joint Lug Detail (sheet 09)	\$25.00	\$10.00	\$12.00	\$30.00
24.	1.00	S.F.	Furnish and install 4' wide exposed aggregate concrete sidewalk including excavation, grading and all incidentals. Sidewalk Detail (sheet 11)	\$13.50	\$15.00	\$25.00	\$15.00
25.	1.00	S.F.	Remove existing and replace 4' wide exposed aggregate concrete sidewalk including excavation, grading and all incidentals. Sidewalk Detail (sheet 11)	\$16.00	\$18.00	\$25.00	\$20.00
26.	1.00	S.F.	Furnish and install 5' wide exposed aggregate concrete sidewalk to City of Rockwall standards including excavation, grading and all incidentals. Sidewalk Detail Exposed Aggregate (sheet 11)	\$13.50	\$16.50	\$25.00	\$15.00
27.	1.00	S.F.	Remove existing and replace 5' wide exposed aggregate concrete sidewalk including excavation, grading and all incidentals. (Sidewalk Detail 11)	\$16.00	\$18.50	\$25.00	\$20.00
28.	1.00	S.F.	Furnish and install 4' wide concrete sidewalk including excavation, grading and all incidentals. Sidewalk Detail – (City of Rockwall Standards sheet – R-2170)	\$11.00	\$12.00	\$15.00	\$12.00
29.	1.00	S.F.	Remove existing and replace 4' wide concrete sidewalk including excavation, grading and all incidentals. Sidewalk Detail (City of Rockwall Standards sheet – R-2170)	\$13.00	\$15.00	\$15.00	\$15.00
30.	1.00	S.F.	Furnish and install 5' wide concrete sidewalk including excavation, grading and all incidentals. Sidewalk Detail (City of Rockwall Standards sheet – R-2170)	\$11.00	\$12.00	\$15.00	\$12.00
31.	1.00	S.F.	Remove existing and replace 5' wide concrete sidewalk including excavation, grading and all incidentals. Sidewalk Detail (City of Rockwall Standards sheet – R-2170)	\$13.00	\$15.00	\$15.00	\$15.00
32.	1.00	S.F.	Furnish and install 6' wide sidewalk/trail including excavation, grading and all incidentals. Sidewalk Detail (sheet 13)	\$11.00	\$12.00	\$15.00	\$15.00
33.	1.00	S.F.	Remove existing and replace 6' wide concrete sidewalk/trail including excavation, grading and all incidentals. Sidewalk Detail (sheet 13)	\$13.00	\$15.00	\$15.00	\$20.00
34.	1.00	S.F.	Furnish and install 8' wide concrete sidewalk/trail with thickened edge beams including excavation, grading and all incidentals. Sidewalk Detail (sheet 14)	\$11.00	\$13.50	\$15.00	\$15.00
35.	1.00	S.F.	Remove existing and replace 8' wide concrete sidewalk/trail with thickened edge beams including excavation, grading and all incidentals. Sidewalk Detail (sheet 14)	\$13.00	\$16.50	\$15.00	\$20.00
36.	1.00	S.F.	Furnish and install 10' wide concrete sidewalk/trail with thickened edge beams including excavation, grading and all incidentals. Sidewalk Detail (sheet 14)	\$11.00	\$13.50	\$15.00	\$15.00
37.	1.00	S.F.	Remove existing and replace 10' wide concrete sidewalk/trail with thickened edge beams including excavation, grading and all incidentals. Sidewalk Detail (sheet 14)	\$13.00	\$16.50	\$15.00	\$20.00
38.	1.00	EA	Furnish and install solid plate truncated dome barrier free ramp for Residential Streets (20 ft. radius) including excavation, grading and all incidentals. Sidewalk BFR Detail (City of Rockwall Standards sheets – R2125A thru R2125D)	\$2,800.00	\$3,500.00	\$2,000.00	\$2,500.00

Item No.	Est Qty	Unit	Item Description	B&B Concrete	Cam-Crete Contracting	EM Construction	TX Civil Construction
39.	1.00	EA	Remove existing and install solid plate truncated dome barrier free ramp for Residential Streets (20 ft. radius) including excavation, grading and all incidentals. Sidewalk Detail (City of Rockwall Standards sheets – R2125A thru R2125D)	\$2,800.00	\$3,800.00	\$2,500.00	\$3,000.00
40.	1.00	EA	Furnish and install solid plate truncated dome barrier free ramp for Major & Minor Collectors (30 ft. radius) including excavation, grading and all incidentals. Sidewalk Detail (City of Rockwall Standards sheets – R2125A thru R2125D)	\$3,700.00	\$4,300.00	\$2,500.00	\$3,000.00
41.	1.00	EA	Remove existing and install solid plate truncated dome barrier free ramp for Major & Minor Collectors (30 ft. radius) excavation, grading and all incidentals. Sidewalk Detail (City of Rockwall Standards sheets – R2125A thru R2125D)	\$3,700.00	\$4,500.00	\$3,000.00	\$3,500.00
42.	1.00	EA	Furnish and install solid plate truncated dome barrier free ramp for Alley Intersections including excavation, grading and all incidentals. Alley Intersection Detail (sheet 17)	\$1,500.00	\$3,300.00	\$2,000.00	\$1,850.00
43.	1.00	EA	Remove existing and install solid plate truncated dome barrier free ramp for Alley Intersections including excavation, grading and all incidentals. Alley Intersection Detail (sheet 17)	\$1,500.00	\$3,500.00	\$2,500.00	\$2,350.00
44.	1.00	EA	Furnish and install Type 1 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$2,300.00	\$3,000.00	\$2,500.00	\$2,000.00
45.	1.00	EA	Remove and replace Type 1 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$2,800.00	\$3,300.00	\$3,000.00	\$2,500.00
46.	1.00	EA	Furnish and install Type 2 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
47.	1.00	EA	Remove and replace Type 2 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,500.00	\$3,300.00	\$3,000.00	\$3,000.00
48.	1.00	EA	Furnish and install Type 3 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,000.00	\$3,000.00	\$2,500.00	\$1,500.00
49.	1.00	EA	Remove and replace Type 3 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,500.00	\$3,300.00	\$3,000.00	\$2,000.00
50.	1.00	EA	Furnish and install Type 5 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,000.00	\$4,300.00	\$2,500.00	\$2,000.00
51.	1.00	EA	Remove and replace Type 5 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,500.00	\$4,500.00	\$3,000.00	\$2,500.00
52.	1.00	EA	Furnish and Install Type 6 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
53.	1.00	EA	Remove and replace Type 6 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
54.	1.00	EA	Furnish and install Type 7 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,000.00	\$3,000.00	\$2,500.00	\$1,400.00
55.	1.00	EA	Remove and replace Type 7 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,500.00	\$3,500.00	\$3,000.00	\$1,900.00
56.	1.00	EA	Furnish and install Type 10 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,000.00	\$3,000.00	\$2,500.00	\$2,000.00
57.	1.00	EA	Remove and replace Type 10 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,500.00	\$3,500.00	\$3,000.00	\$2,500.00

Item No.	Est Qty	Unit	Item Description	B&B Concrete	Cam-Crete Contracting	EM Construction	TX Civil Construction
58.	1.00	EA	Furnish and install Type 11 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,000.00	\$3,300.00	\$2,500.00	\$1,400.00
59.	1.00	EA	Remove and replace Type 11 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,500.00	\$3,500.00	\$3,000.00	\$1,900.00
60.	1.00	EA	Furnish and Install Type 20 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,500.00	\$4,500.00	\$2,500.00	\$2,150.00
61.	1.00	EA	Remove and replace Type 20 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$4,000.00	\$4,800.00	\$3,000.00	\$2,800.00
62.	1.00	EA	Furnish and install Type 21 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,000.00	\$4,300.00	\$2,500.00	\$2,350.00
63.	1.00	EA	Remove and replace Type 21 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,500.00	\$4,500.00	\$3,000.00	\$2,900.00
64.	1.00	EA	Furnish and install Type 22 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,000.00	\$5,000.00	\$2,500.00	\$3,400.00
65.	1.00	EA	Remove and replace Type 22 TxDOT Pedestrian Facilities per Curb Ramp PED – 12A including all incidentals.	\$3,500.00	\$5,500.00	\$3,000.00	\$4,000.00
66.	1.00	L.F.	12" Tall reinforced concrete retaining wall "integral with sidewalk" - furnish and install reinforced concrete retaining wall with rock pattern formed concrete facing. Retaining Wall with Integral Sidewalk Detail (City of Rockwall Standards sheet R-2180)	\$52.00	\$105.00	\$85.00	\$185.00
67.	1.00	S.F.	Integral sidewalk for retaining wall – furnish and install Integral sidewalk for reinforced concrete retaining wall. Retaining Wall with Integral Sidewalk Detail (City of Rockwall Standards sheet R-2180)	\$20.00	\$20.00	\$20.00	\$25.00
68.	1.00	Ton	Compacted flexible subbase or base crushed stone/concrete - delivered and installed. (Item 301.5 thru 301.5.3 NCTCOG Standard Specifications for Public Works Construction Fifth	\$60.00	\$75.00	\$60.00	\$70.00
69.	1.00	L.F.	Remove and replace existing 6" high standard concrete curb and gutter including all incidentals. Standard Curb and Gutter Detail (sheet 19)	\$50.00	\$65.00	\$55.00	\$80.00
70.	1.00	L.F.	Construct 24-inch wide, 6-inch high standard concrete curb & gutter including all incidentals. Standard Curb and Gutter Detail (sheet 19)	\$40.00	\$60.00	\$60.00	\$60.00
71.	1.00	L.F.	Remove and replace existing 4-inch high laydown concrete curb and gutter including all incidentals. Lay Down Curb & Gutter Detail (sheet 20)	\$50.00	\$65.00	\$60.00	\$60.00
72.	1.00	L.F.	Construct 24-inch wide, 4-inch high laydown concrete curb and gutter including all incidentals. Lay Down Curb & Gutter Detail (sheet 20)	\$40.00	\$60.00	\$65.00	\$45.00
73.	1.00	EA	Construct 5-foot standard 6.5 sack cement 4200 psi Curb Inlet to City of Rockwall standards including all incidentals. (City of Rockwall Standards sheets R-6020A thru R-6020E)	\$3,500.00	\$5,000.00	\$4,200.00	\$6,000.00
74.	1.00	EA	Remove and dispose existing. Construct 5-foot standard 6.5 sack cement 4200 psi Curb Inlet to City of Rockwall standards including all incidentals. (City of Rockwall Standards sheets R-6020A thru R-6020E)	\$6,500.00	\$5,800.00	\$4,500.00	\$9,000.00
75.	1.00	EA	Construct 10-foot standard 6.5 sack cement 4200 psi Curb Inlet to City of Rockwall standards including all incidentals. (City of Rockwall Standards sheets R-6020A thru R-6020E)	\$8,000.00	\$6,500.00	\$7,000.00	\$12,500.00
76.	1.00	EA	Remove and dispose existing. Construct 10-foot standard 6.5 sack cement 4200 psi Curb Inlet to City of Rockwall standards including all incidentals. (City of Rockwall Standards sheets R-6020A thru R-6020E)	\$12,000.00	\$6,800.00	\$7,500.00	\$16,000.00

Item No.	Est Qty	Unit	Item Description	B&B Concrete	Cam-Crete Contracting	EM Construction	TX Civil Construction
77.	1.00	EA	Construct 15-foot standard 6.5 sack cement 4200 psi Curb Inlet to City of Rockwall standards including all incidentals. (City of Rockwall Standards sheets R-6020A thru R-6020E)	\$14,000.00	\$7,500.00	\$12,000.00	\$15,000.00
78.	1.00	EA	Remove and dispose existing. Construct 15-foot standard 6.5 sack cement 4200 psi Curb Inlet to City of Rockwall standards including all incidentals. (City of Rockwall Standards sheets R-6020A thru R-6020E)	\$15,000.00	\$7,800.00	\$14,000.00	\$20,000.00
79.	1.00	EA	Construct 20-foot standard 6.5 sack cement 4200 psi Curb Inlet to City of Rockwall standards including all incidentals. (City of Rockwall Standards sheets R-6020A thru R-6020E)	\$16,000.00	\$12,000.00	\$15,000.00	\$21,500.00
80.	1.00	EA	Remove and dispose existing. Construct 20-foot standard 6.5 sack cement 4200 psi Curb Inlet to City of Rockwall standards including all incidentals. (City of Rockwall Standards sheets R-6020A thru R-6020E)	\$17,000.00	\$12,800.00	\$16,500.00	\$28,000.00
81.	1.00	S.F.	Remove and replace existing 5' curbed drainage flume including all incidentals. (sheet 10)	\$35.00	\$15.00	\$30.00	\$125.00
82.	1.00	S.F.	Construct 5' curbed drainage flume including all incidentals. Curbed Flume Detail (sheet 10)	\$25.00	\$13.50	\$25.00	\$100.00
83.	1.00	L.F.	Install pavement sub drain – with 6" perforated PVC pipe or 6" perforated polyethylene pipe as directed by the owner per City of Rockwall standards including all incidentals. Subdrains & French Drains (sheet 21)	\$35.00	\$40.00	\$30.00	\$150.00
84.	1.00	L.F.	Remove and replace pavement sub drain – with 6" perforated PVC pipe or 6" perforated polyethylene pipe as directed by the owner per City of Rockwall standards including all incidentals. Subdrains & French Drains – (sheet 21)	\$40.00	\$50.00	\$30.00	\$200.00
85.	1.00	EA	Brick mail box repair – repair existing. Construct brick mail box (match with like or similar material to existing).	\$400.00	\$2,000.00	\$2,000.00	\$2,000.00
86.	1.00	EA	Brick mail box - construct brick mail box	\$800.00	\$3,500.00	\$2,000.00	\$3,500.00
87.	1.00	EA	Temporary mailbox – install temporary standard mailbox on anchored post	\$400.00	\$350.00	\$500.00	\$300.00
88.	1.00	EA	Adjust manhole to grade up/down 0 to 6-inches/Manhole Ring Riser Adjustment.	\$600.00	\$850.00	\$700.00	\$750.00
89.	1.00	EA	Adjust manhole to grade up/down 6 inches to 1-foot/Manhole Ring Riser Adjustment.	\$800.00	\$1,000.00	\$1,000.00	\$1,000.00
90.	1.00	EA	Adjust water valve ring riser to grade.	\$600.00	\$850.00	\$400.00	\$400.00
91.	1.00	EA	Adjust sanitary sewer cleanout boot to grade.	\$500.00	\$1,000.00	\$400.00	\$400.00
92.	1.00	EA	Adjust fire hydrant to grade.	\$2,000.00	\$5,000.00	\$2,000.00	\$3,000.00
93.	1.00	EA	Adjust blow off valve assembly to grade.	\$2,000.00	\$4,000.00	\$3,500.00	\$1,250.00
94.	1.00	EA	Adjust meter can to grade.	\$75.00	\$500.00	\$500.00	\$400.00
95.	1.00	EA	Traffic control for major intersections – (to be determined by owner). This unit pay item will be used to offset cost for additional barricading when working on major thoroughfares. It will be a one-time cost per work order project.	\$2,000.00	\$3,000.00	\$2,500.00	\$5,000.00
96.	1.00	L.F.	Miscellaneous Full depth concrete saw cutting for alley pavement.	\$6.00	\$5.00	\$3.00	\$25.00
97.	1.00	L.F.	Miscellaneous full depth concrete saw cutting 6-inch pavement.	\$4.50	\$5.00	\$3.00	\$25.00
98.	1.00	L.F.	Miscellaneous full depth concrete saw cutting 8-inch pavement.	\$6.00	\$6.00	\$3.50	\$25.00
99.	1.00	L.F.	Miscellaneous full depth concrete saw cutting 10-inch pavement.	\$7.50	\$7.50	\$4.50	\$25.00
100.	1.00	L.F.	Miscellaneous full depth concrete saw cutting 12-inch pavement.	\$10.00	\$10.00	\$6.00	\$25.00
101.	1.00	L.F.	Construct metal beam guard rail per City of Rockwall standards. (NCTCOG std. Detail 2270A – 2270E Standard Specifications for Public Works Construction Fifth Edition) including all	\$100.00	\$35.00	\$85.00	\$100.00
102.	1.00	C.Y	Unclassified Excavation (NCTCOG item 203.2 Specifications for Public Works Construction Fifth Edition) including all incidentals	\$40.00	\$50.00	\$40.00	\$60.00

Item No.	Est Qty	Unit	Item Description	B&B Concrete	Cam-Crete Contracting	EM Construction	TX Civil Construction
103.	1.00	S.Y.	Topsoil for finishing and grading. (NCTCOG item 204.2 Specifications for Public Works Construction Fifth Edition) including all incidentals. Finished and placed. Paid by tickets.	\$45.00	\$20.00	\$30.00	\$45.00
104.	1.00	S.Y.	Bermuda grass sod – installed, roller compacted and maintained until established. (NCTCOG item 204.5 Specifications for Public Works Construction Fifth Edition)	\$15.00	\$20.00	\$30.00	\$15.00
105.	1.00	S.Y.	St. Augustine grass sod – installed, roller compacted and maintained until established. (NCTCOG item 204.5 Specifications for Public Works Construction Fifth Edition)	\$17.00	\$20.00	\$30.00	\$20.00
106.	1.00	S.Y.	Hydro mulch - furnish, spray, water and maintain hydro mulch until grass meets established criteria. (NCTCOG item 204.6 Specifications for Public Works Construction Fifth Edition)	\$40.00	\$20.00	\$45.00	\$5.00
			Total	\$192,652.00	\$195,143.00	\$174,810.00	\$217,699.00