

OVERLAY DISTRICT
SITE PLAN APPLICATION

Date 4/22/91NAME OF PROPOSED DEVELOPMENT Jack in the Box
RestaurantLOCATION OF PROPOSED DEVELOPMENT F.M. 740 @
I.H. 30NAME OF PROPERTY OWNER/DEVELOPER Foodmaker Inc.ADDRESS 9330 Balboa Ave
San Diego, Calif 92123Mark Hall
PHONE (214) 247-8622NAME OF LAND PLANNER/ENGINEER Mayse + Assoc. Architects, Inc.ADDRESS 14850 Quorum #201
Dallas, Texas 75240PHONE 386 0338TOTAL ACREAGE 0.688 CURRENT ZONING CommercialNUMBER OF LOTS/UNITS 1

PROPOSED USE FOR DEVELOPMENT _____

Drive Thru - fast-food restaurantSIGNED Miley Mayse

Following is a checklist of items that are required as a part of the site plan consideration. In addition, other information may be required if it is necessary for an adequate review of a specific development proposal. All information should be provided on a scaled 18" x 24" sheet. Refer to the Design Guidelines for the Scenic Overlay District for additional information.

Provided or Shown
On Site Plan

Not
Applicable

✓

1. Key Map showing general location of proposed development.

✓

2. Total lot or site area - if the site is part of a larger tract include a key map showing entire tract and location of site being planned.

✓

3. Location, dimensions, and size of all existing and planned structures on the subject property and approximate locations of structures on adjoining property within 100 ft.

✓

4. Accurate boundary dimensions

✓

5. Location and type of fencing and/or screening of yards and setback areas.

✓

6. Landscape plan meeting the provisions of Ordinance No. 88-28.

✓

7. Location and dimensions of ingress and egress, including drive widths and curb radii, location and dimensions of all existing drives within 100 ft. of proposed development.

✓

8. Location of all easements within the site.

✓

9. Show existing topographic contours on 5 ft. intervals and the existing average grade of all streets adjacent to the site and indicate the proposed pad elevations for all structures.

✓

10. Indicate proposed drive access grades.

✓

11. Include a center cross section of the site including elevations of the ground and buildings taken from the street to the rear of the property. Additional cross sections may be necessary depending on the individual location.

✓

✓

✓

✓

✓

✓

☒

APPLICATION AND FINAL PLAT CHECKLISTDate April 22, 1991Name of Proposed Development Jack In The Box - Rockwall AdditionName of Developer Foodmaker, Inc.Address 9330 Balboa Ave. Phone Mark Hall
(214) 247-8622Owner of Record San Diego, CA 92123
Foodmaker, IncAddress 9330 Balboa Ave San Diego CA 92123 Phone Mark Hall
214-247-8622Name of Land Planner (Surveyor) Engineer Barta & Holland, Inc.Address 717 Lingco, #204 Phone Thomas C. Holland
Richardson, TX 75081 (214) 235-1436Total Acreage 0.6876 ac.Current Zoning CommercialNumber of Lots/Units 1Signed Mark W. Hall

The Final Plat shall generally conform to the Preliminary Plat, as approved by the City Council and shall be drawn to legibly show all data on a satisfactory scale, usually not smaller than one inch equals 100 feet. The Final Plat shall be submitted on a drawing which is 18" x 24".

The following Final Plat Checklist is a summary of the requirements listed under Section VIII of the Rockwall Subdivision Ordinance. Section VIII should be reviewed and followed when preparing a Final Plat. The following checklist is intended only as a reminder and a guide for those requirements.

INFORMATIONProvided or
Shown on PlatNot
Applicable

1. Title or name of development, written and graphic scale, north point, date of plat and key map

2. Location of the development by City, County and State

- | | | |
|-------|-------|---|
| _____ | _____ | 3. Location of development tied to a USGS monument, Texas highway monument or other approved benchmark |
| _____ | _____ | 4. Accurate boundary survey and property description with tract boundary lines indicated by heavy lines |
| _____ | _____ | 5. If no engineering is provided show contours of 5 ft. intervals |
| _____ | _____ | 6. Accurate plat dimensions with all engineering information necessary to reproduce plat on the ground |
| _____ | _____ | 7. Approved name and right-of-way width of each street, both within and adjacent to the development |
| _____ | _____ | 8. Locations, dimensions and purposes of any easements or other rights-of-way |
| _____ | _____ | 9. Identification of each lot or site and block by letter and number and building lines |
| _____ | _____ | 10. Record owners of contiguous parcels of unsubdivided land, names and lot patterns of contiguous subdivisions, approved Concept Plans, reference recorded subdivision plats or adjoining platted land by record name and by deed record volume and page |
| _____ | _____ | 11. Boundary lines, dimensions and descriptions of open spaces to be dedicated for public use of the inhabitants of the development |
| _____ | _____ | 12. Certificate of dedication of all streets, alleys, parks and other public uses signed by the owner or owners (see wording) |

- | | | |
|-------|-------|--|
| _____ | _____ | 13. Designation of the entity responsible for the operation and maintenance of any commonly held property and a waiver releasing the City of such responsibility, a waiver releasing the City for damages in establishment or alteration of grades (see wording) |
| _____ | _____ | 14. Statement of developer responsibility for storm drainage improvements (see wording) |
| _____ | _____ | 15. Instrument of dedication or adoption signed by the owner or owners (see wording) |
| _____ | _____ | 16. Space for signatures attesting approval of the plat (see wording) |
| _____ | _____ | 17. Seal and signature of the surveyor and/or engineer responsible for surveying the development and/or the preparation of the plat (see wording) |
| _____ | _____ | 18. Compliance with all special requirements developed in preliminary plat review |
| _____ | _____ | 19. Statements indicating that no building permits will be issued until all public improvements are accepted by the City (see wording) |
| _____ | _____ | 20. Submit Along with plat a calculation sheet indicating the area of each lot. |
| _____ | _____ | 21. Attach copy of any proposed deed restrictions for proposed subdivision. |

Page 4 of 4

Taken by: _____

Date: 4/22/91

Receipt No.: 020232

File No.: 91-17-FP

Fee: \$120.00

City of Rockwall

Planning and Zoning Applicant Receipt

Date 4/22/91

Applicant Mark Hall Phone 263-5299

Address _____

Development Jack in the Box

The following items have been received on this date by the City of Rockwall Administrative Office:

☒ Site Plan Application

☐ Prel. Plat Application

☒ Final Plat Application

☐ Zone Change Application

☐ Sign Board Application

☐ Board of Adj. Application

☐ Front Yard Fence Application

☐ CUP Application

☒ (11) sets/site plans - Submission # 1

☐ () sets/prel. plats - Submission # _____

☒ (11) sets/final plats - Submission # 1

☐ () sets/executed final plats/mylars

☐ () sets/engineer drawings - Submission # _____

☒ Filing fee \$ 120.00

☐ Other _____

*4/2 5/4/91 7:30 P.M.
Council 5/20/91 7:00 P.M.
Architectural - will
Review call
Committee update
& time*

With this application, you are scheduled to appear before the

Planning & Zoning Commission

on May 9, 1991

at 7:30 P.M. at City Hall, 205 W. Rusk, Rockwall,

Texas.

Received By: Mary Nichols

Site Plan Notes

- 1 SELECTION DISPLAY.
- 2 INTERCOM STATION (6/504)
- 3 MONUMENT SIGN (CONDUIT AND WIRING BY ELEC. CONTR. SIGN INSTALLATION & HOOK-UP BY SIGN CONTR.) (5' x 5')
- 4 DIRECTIONAL SIGN (CONDUIT AND WIRING BY ELEC. CONTR. SIGN INSTALLATION & HOOK-UP BY SIGN CONTR.) (11/503)
- 5 REFUSE CONTAINER, SEE DETAIL (11/503)
- 6 AERIAL LIGHTS. (SYMBOL ■) (1/504) 18' HT. MAX.
- 7 CONCRETE DRIVE AND CONCRETE CURB. - 3 1/2" 6x6 10/10 EWM - #4 BAR AT TRAFFIC EDGES
- 8 6" CONCRETE CURB (2/503)
- 9 EXISTING CONCRETE APPROACH TO REMAIN.
- 10 EXISTING CONCRETE APPROACH TO BE REMOVED.
- 11 NEW CONCRETE APPROACH.
- 12 EXISTING CONCRETE SIDEWALK.
- 13 NEW 4" CONCRETE SIDEWALK.
- 14 STERILIZE SOIL WITH WEED KILLER. D.G. SUB-BASE COMPACTED TO 6" MIN. ASPHALT PAVING COMPACTED TO 2"
- 15 CENTERLINE OF 4" WIDE WHITE PAINTED LINES.
- 16 BARRIER POST (10/504)
- 17 ALL CONCRETE WORK ON PUBLIC PROPERTY TO COMPLY WITH ALL LOCAL STANDARDS.
- 18 6'0" LONG PRECAST CONC. WHEEL STOPS. (TYP. OF 9)

General Conditions

GENERAL CONTRACTORS SHALL NOTE THAT ALL WORK TO BE DONE SUCH AS EXCAVATIONS, TRENCHES, CAISSONS, WALLS, ETC. AS INDICATED ON DRAWINGS IS SHOWN WITHOUT KNOWLEDGE OF UNDERGROUND UTILITIES ON THIS PARTICULAR SITE. THE ARCHITECT AND OWNER ASSUME NO RESPONSIBILITY FOR DETERMINING THEIR LOCATION, SIZE, DEPTH OR HAZARD.

CONST. TYPE: II - N

PROP. ZONE: COMMERCIAL

FIRE ZONE: N/A

Legal Description: A TRACT OR PARCEL OF LAND SITUATED IN THE JAMES SMITH SURVEY, ABSTRACT NO. 282 IN THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING ALL OF THE BULLY PEPPLES NO. 2 ADDITION, AN ADDITION TO THE CITY OF ROCKWALL RECORDED IN CABINET A PAGE 282 IN THE ROCKWALL CHAMBER OF COMMERCE ADDITION, AN ADDITION TO THE CITY OF ROCKWALL RECORDED IN CABINET A PAGE 289 IN THE ROCKWALL COUNTY MAP RECORDS (SEE SURVEY FOR 20 FOOT ACCESS EASEMENT DESCRIPTION)

Revisions

No.	Date	Description	By
1	4-1-91	PERMIT	

SOIL TREATMENT SOLUTION

Use an emulsible concentrate termiticide for dilution with water, specially formulated to prevent infestation by termites. Fuel oil will not be permitted as a diluent. Provide a solution consisting of one of following chemical elements and concentrations:

Chloropyrifos ("Duraban TC"); 1.0 percent in water emulsion.

Permethrin ("Dragnet", "Torpedo"); 0.5 percent in water emulsion.

Other solutions may be used as recommended by Applicator if also acceptable to Architect and approved for intended application by jurisdictional authorities. Use only soil treatment solutions which are not injurious to planting.

APPLICATION

Surface Preparation: Remove foreign matter which could decrease effectiveness of treatment on areas to be treated. Loosen, rake and level soil to be treated, except previously compacted areas under slabs and foundations. Toxicants may be applied before placement of compacted fill under slabs, if recommended by toxicant manufacturer.

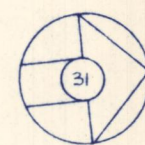
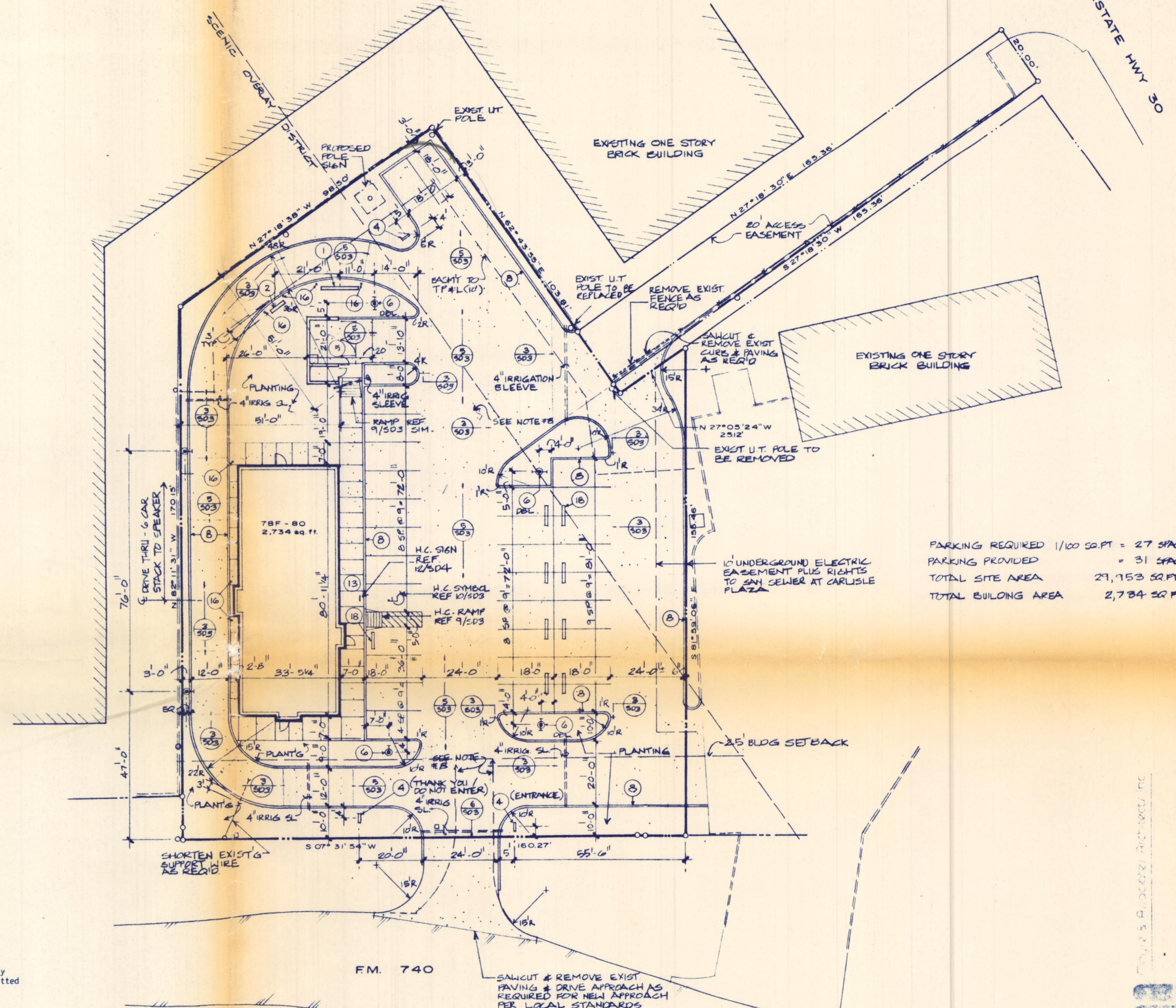
Application Rates: Apply soil treatment solution as follows:

Under slab-on-grade structures, treat soil before concrete slabs are placed, using the following rates of application:

Apply 4 gallons of chemical solution per 10 sq. ft. to soil in critical areas under slab, including entire inside perimeter inside of foundation walls, along both sides of interior partition walls, around plumbing pipes and electric conduit penetrating slab, and around interior column footers.

Apply one gallon of chemical solution per 10 sq. ft. as an overall treatment under slab and attached slab areas where fill is soil or unwashed gravel. Apply 1-1/2 gallons of chemical solution to areas where fill is washed gravel or other coarse absorbent material.

Apply 4 gallons of chemical solution per 10 lin. ft. of trench, for each foot of depth from grade to footing, along outside edge of building. Dig a trench 6" to 8" wide along outside of foundation to a depth of not less than 12". Punch holes to top of footing at not more than 12" o.c. and apply chemical solution. Mix chemical solution with the soil as it is being replaced in trench.



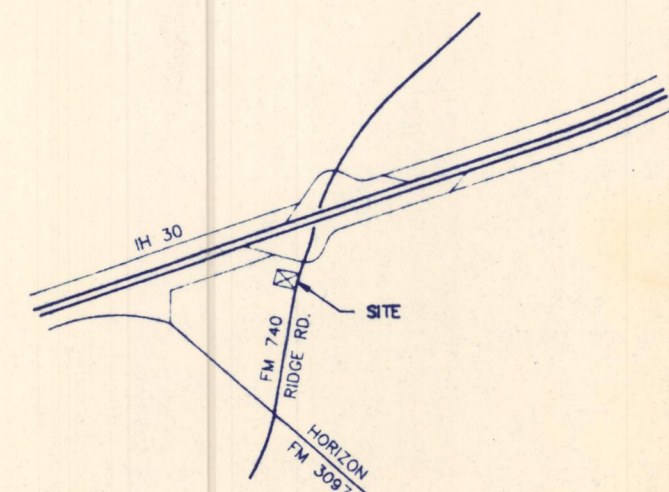
1 site plan
scale 1" = 20'-0"

notes

1. Concrete walks to consist of 3,000 psi concrete reinforced with 6x6 10/10 w/m over a 2" sand leveling bed (refer notes on subgrade preparation).
2. Concrete walk tooled control joints to occur at 5'-0" o.c.
3. Refer specification for walk finish.
4. Landscaping irrigation sleeves to be schedule 40 pvc piping of sizes shown on plan, stub up above grade at each end cover ends.
5. All site dimensions are from face to face of curb unless noted otherwise.
6. Coordinate all work outside the property lines with adjacent property owner.
7. Concrete paving is to consist of 3,000 PSI concrete reinforced with #3 bars at 24" o.c.. A 5" thick slab thickened to 6" at trash corral loading zone, drive thru lane and at the entrance and exit aprons.
8. EXISTING BUILDING, PAVING & MISC. STRUCTURES ON SITE TO BE REMOVED.

legend

- PROPERTY LINE
- BUILDING LINE
- NEW CONCRETE CURB
- EXISTING CONCRETE CURB (REMOVE WHERE NOTED)
- NEW CONCRETE WALK
- NEW CONCRETE PAVING



vicinity map
N.T.S.

LOCATION: JTB # 3725 - FM 740 S. OF INTERSTATE HWY 30, ROCKWALL, TEXAS

ORIGINAL DATE: _____

LAST REVISION: _____

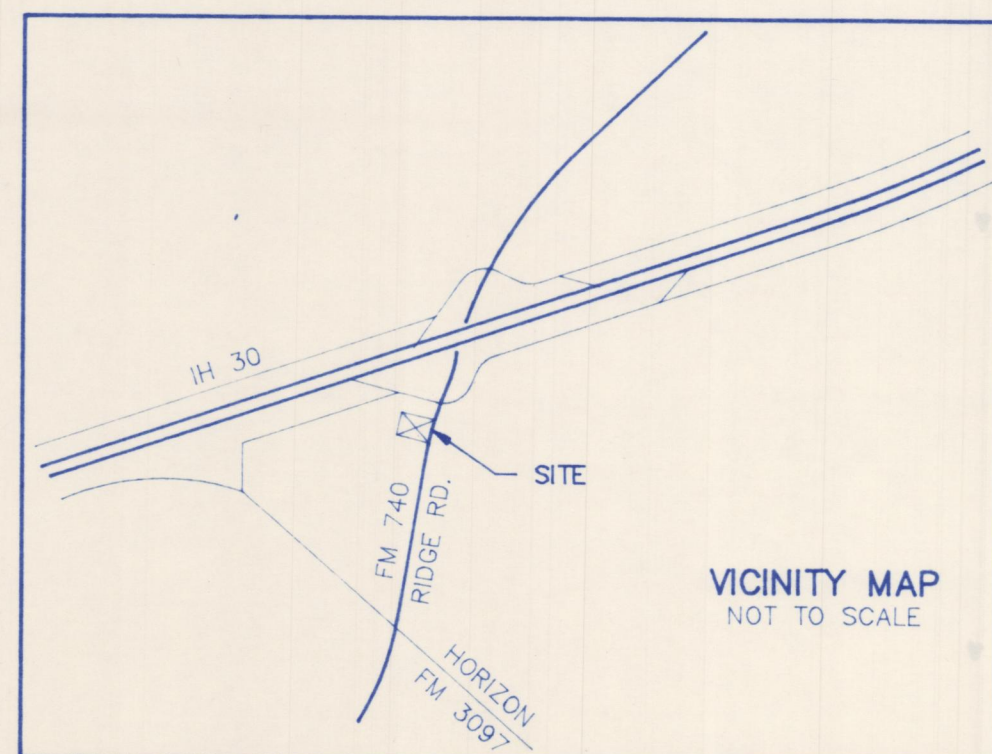
JACK IN THE BOX

SD - 1

FOODMAKER INC.
P.O. BOX 783
SAN DIEGO, CA 92112

1446 May 22
3/29/91

F.I.R. = FOUND IRON ROD
FND. "X" = FOUND SCRIBED "X"
SET "X" = SET SCRIBED "X"
S.I.R. = SET IRON ROD WITH
BARTA & HOLLAND, INC. CAP



NORTH

BASIS OF BEARINGS = ROCKWELL CHAMBER OF COMMERCE ADDITION
CABINET A, PG. 259

40 20 0 40 80 120

SCALE: 1" = 40'

OWNER:
FOODMAKER, INC.
9330 Balboa Avenue
San Diego, CA 92123

CONTACT:
Mark Hall
(214) 247-8622

PREPARED BY:
BARTA & HOLLAND, INC.
Land Surveyors
717 Lingco Drive, Suite 204
Richardson, Texas 75081

CONTACT:
Thomas C. Holland
(214) 235-1436

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS, FOODMAKER, INC., BEING the owner of a tract of land in the County of Rockwall, State of Texas, said tract being described as follows:

A tract or parcel of land situated in the James Smith Survey, Abstract No. 200 in the City of Rockwall, Rockwall County, Texas, and being all of the BILLY PEOPLES NO. 2 ADDITION, an addition to the City of Rockwall recorded in Cabinet A Page 282 in the Rockwall County Map Records, and also including all of the ROCKWALL CHAMBER OF COMMERCE ADDITION, an addition to the City of Rockwall recorded in Cabinet A Page 259 in the Rockwall County Map Records, and being more particularly described as follows:

BEGINNING at a set 1/2-inch iron rod with Barta & Holland, Inc. cap on the west line of F.M. Road No. 740 (80 foot right-of-way), said iron rod being at the northeast corner of the BILLY PEOPLES NO. 2 ADDITION, said iron rod also being the southeast corner of the ROAD RUNNER ADDITION, an addition to the City of Rockwall recorded in Cabinet C Page 37 in the Rockwall County Map Records, said iron rod also being South 07°31' 54" West 140.00 feet from a found 1/2-inch iron rod at the intersection of the west line of F.M. Road No. 740 and the south line of Interstate Highway 30 (variable right-of-way) as described in the deed to the State of Texas dated August 30, 1965 and recorded in Volume 73 Page 601 in the Rockwall County Deed Records;

THENCE South 07° 31' 54" West along the west line of F.M. Road No. 740 at 16.48 feet passing a concrete right-of-way marker and continuing for a total distance of 160.27 feet to a set 1/2-inch iron rod with a Barta & Holland, Inc. cap;

THENCE North 82° 11' 31" West 170.15 feet along the south side of said ROCKWALL CHAMBER OF COMMERCE ADDITION and along the north line of LOT 3 of the CARLISLE PLAZA ADDITION, an addition to the City of Rockwall recorded in Cabinet B Page 136 in the Rockwall County Map Records to a set scribed "X" in concrete;

THENCE North 27° 18' 38" West 98.50 feet continuing along the south side of said ROCKWALL CHAMBER OF COMMERCE ADDITION and along the north side of said LOT 3 to a found scribed "X" in concrete;

THENCE North 62° 43' 55" East 103.81 feet continuing along the west side of said ROCKWALL CHAMBER OF COMMERCE ADDITION and along the east side of said LOT 3 to a found 1/2-inch iron rod;

THENCE North 27° 05' 24" West 25.12 feet along the west side of said BILLY PEOPLES NO. 2 ADDITION and continuing along the north side of said LOT 3 to a set 1/2-inch iron rod with Barta & Holland, Inc. cap;

THENCE South 81° 59' 06" East 155.46 feet along the north side of said BILLY PEOPLES NO. 2 ADDITION and along the south side of said ROAD RUNNER ADDITION to the Point of Beginning and Containing 29,953 square feet or 0.6876 acre of land more or less.

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Thomas C. Holland, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Registration No. 2036

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 1991 by Thomas C. Holland.

Notary Public
My Commission Expires _____

DRAWNG NO. 91262902

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT FOODMAKER, INC., being the owner, does hereby adopt this plat designating the hereinabove described property as JACK IN THE BOX - ROCKWALL ADDITION, an addition to the City of Rockwall, Rockwall County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown thereon, and does hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision. The developer and subdivision engineer shall bear total responsibility for storm drainage improvements. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.

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

It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.

WITNESS MY HAND at San Diego, California, this _____ day of _____, 1991.

BY _____
Ed Morrow
Assistant Secretary

WITNESS MY HAND at San Diego, California, this _____ day of _____, 1991.

BY _____
Leo J. Momsen
Vice President

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

This instrument was acknowledged before me on the _____ day of _____, 1991 by ED MORROW (on behalf of FOODMAKER, INC.) of the above described property.

Notary Public
My Commission Expires _____

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

This instrument was acknowledged before me on the _____ day of _____, 1991 by LEO J. MOMSEN (on behalf of FOODMAKER, INC.) of the above described property.

Notary Public
My Commission Expires _____

RECOMMENDED FOR FINAL APPROVAL

Chairman, Planning and Zoning Commission

Date _____

APPROVED

I hereby certify that the above and forgoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 1991.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one hundred twenty (120) days from said date of final approval.

Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of Rockwall.

WITNESS OUR HANDS, this _____ day of _____, 1991.

Mayor, City of Rockwall

City Secretary
City of Rockwall

FINAL PLAT
OF

LOT 1 BLOCK 1

OF THE

JACK IN THE BOX - ROCKWALL ADDITION

AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS
IN THE JAMES SMITH SURVEY, ABSTRACT NO. 200

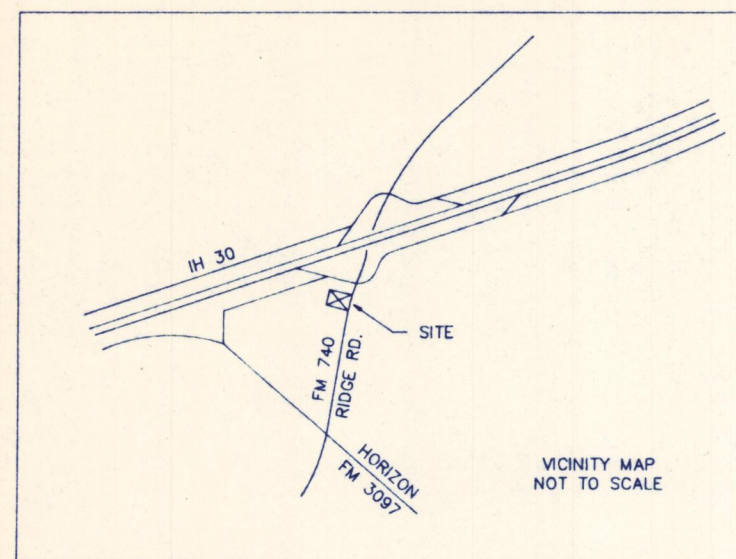
OWNER:
FOODMAKER, INC.
9330 Balboa Avenue
San Diego, CA 92123

CONTACT:
Mark Hall
(214) 247-8622

PREPARED BY:
BARTA & HOLLAND, INC.
Land Surveyors
717 Lingco Drive, Suite 204
Richardson, Texas 75081

CONTACT:
Thomas C. Holland
(214) 235-1436

SHEET 2 OF 2

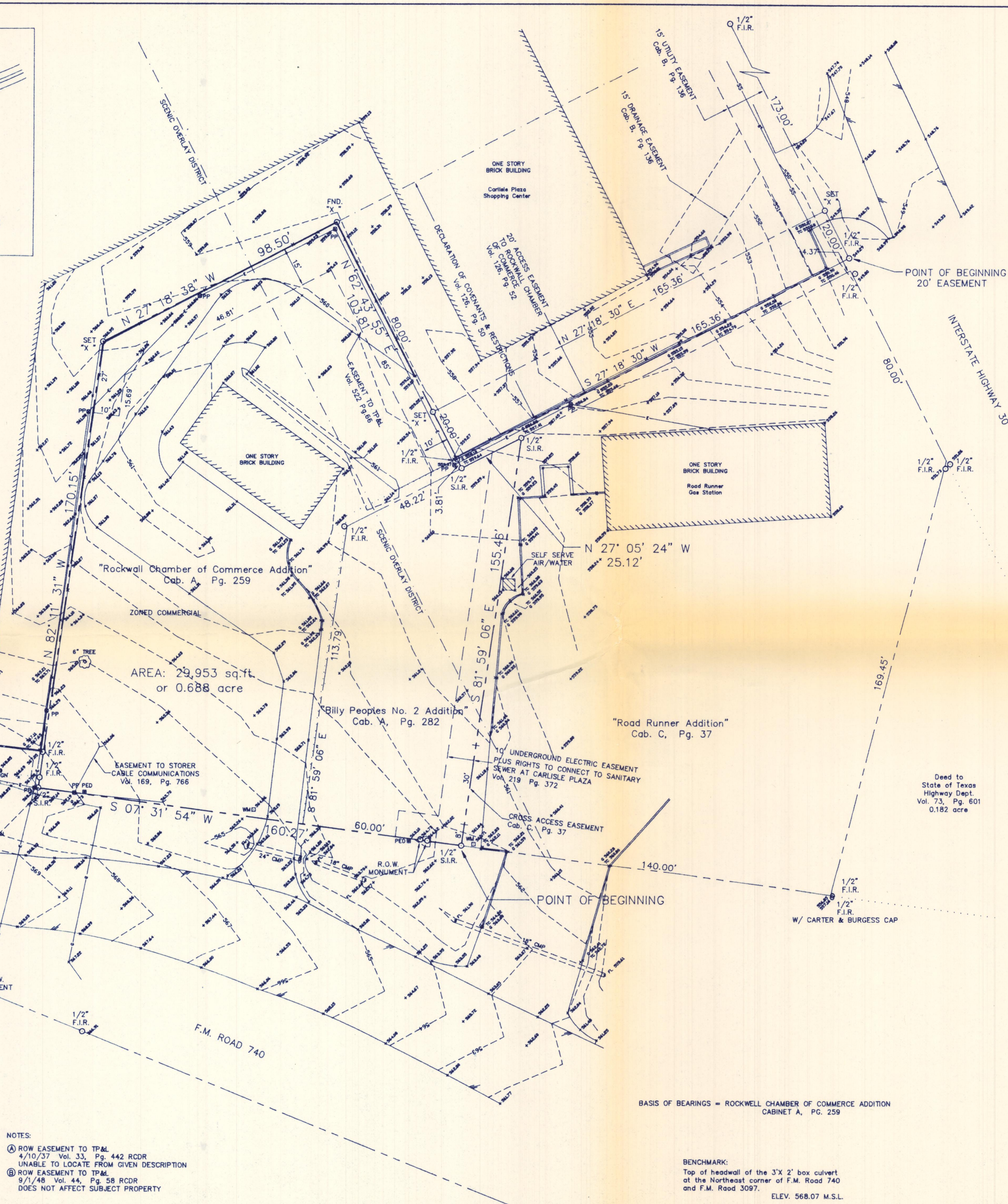
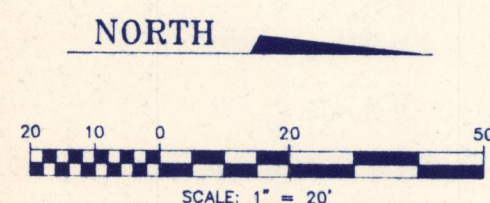


LOT 3
"Carlisle Plaza Addition"
Cab. B, Pg. 136

LEGEND
FL = FLOW LINE
F.I.R. = FOUND IRON ROD
FND. "X" = FOUND SCRIBED "X"
C = CUTTER
GSGN = GAS SIGN
PED = TELEPHONE PEDISTAL
PP = POWER POLE
SET "X" = SET SCRIBED "X"
S.I.R. = SET IRON ROD WITH
TC = TOP OF CURB
TSGN = TELEPHONE SIGN
WM = WATER METER
— = ASPHALT
— = FENCE
— = END OF FENCE
— = OVERHEAD UTILITY LINE
— = UNDERGROUND SANITARY SEWER
— = UNDERGROUND GAS LINE

10' PUBLIC UTILITY EASEMENT
Cab. B, Pg. 136
10' R.O.W. DEDICATION
Cab. B, Pg. 136

NOTES:
A ROW EASEMENT TO TP&L
4/10/37 Vol. 33, Pg. 442 RCDR
UNABLE TO LOCATE FROM GIVEN DESCRIPTION
B ROW EASEMENT TO TP&L
9/1/48 Vol. 44, Pg. 58 RCDR
DOES NOT AFFECT SUBJECT PROPERTY



BASIS OF BEARINGS = ROCKWELL CHAMBER OF COMMERCE ADDITION
CABINET A, PG. 259

BENCHMARK:
Top of headwall of the 3'x 2' box culvert
at the Northeast corner of F.M. Road 740
and F.M. Road 3097.
ELEV. 568.07 M.S.L.

CONTACTS

CITY OF ROCKWALL 205 W RUSK ROCKWALL, TX 75087	(214) 771-1111	PLANNING DEPT., JULIE COUGH ENGINEERING DEPT., W.L. DOUPHRADE II, P.E. HEALTH DEPT., BILL CURRY BUILDING DEPT., DAVID SMITH TRAFFIC, JOHN REGIN with MASTER PLAN
LONE STAR GAS COMPANY	(214) 771-3712	JOYCE MARTIN
SOUTHWESTERN BELL	(214) 722-5393	JERRY BATES
TU ELECTRIC CO.		JM MCCORMICK

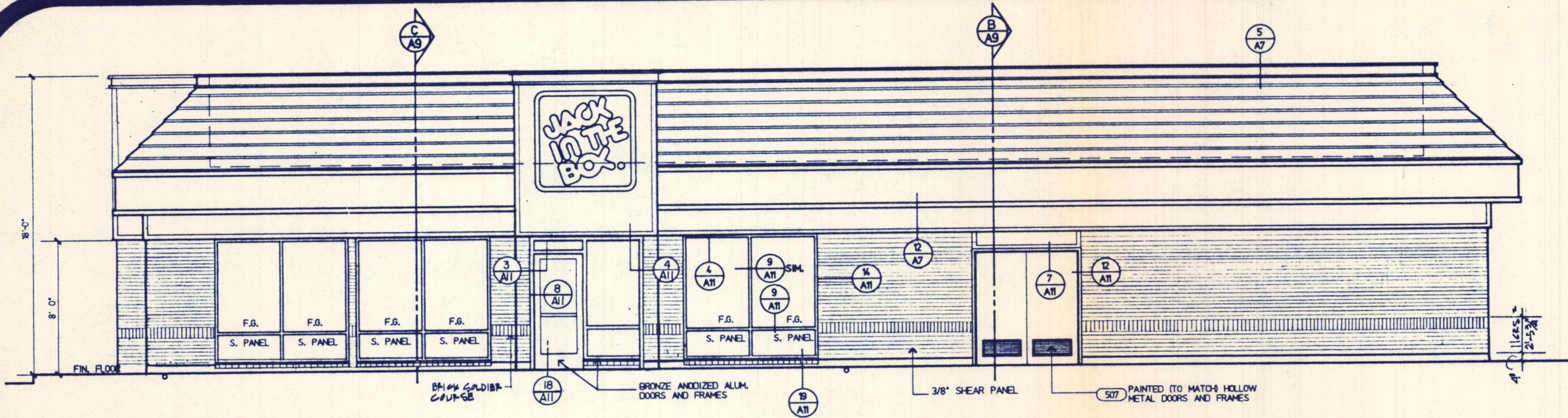
NO.	DATE	REVISION	BY
BOUNDARY/TOPOGRAPHIC SURVEY			

PROPOSED JACK IN THE BOX
F.M. ROAD 740 at INTERSTATE HIGHWAY 30
ROCKWALL, ROCKWALL COUNTY, TEXAS

BARTA & HOLLAND, INC. (214) 235-1436	717 Lingco Drive, Suite 204 Richardson, Texas 75081
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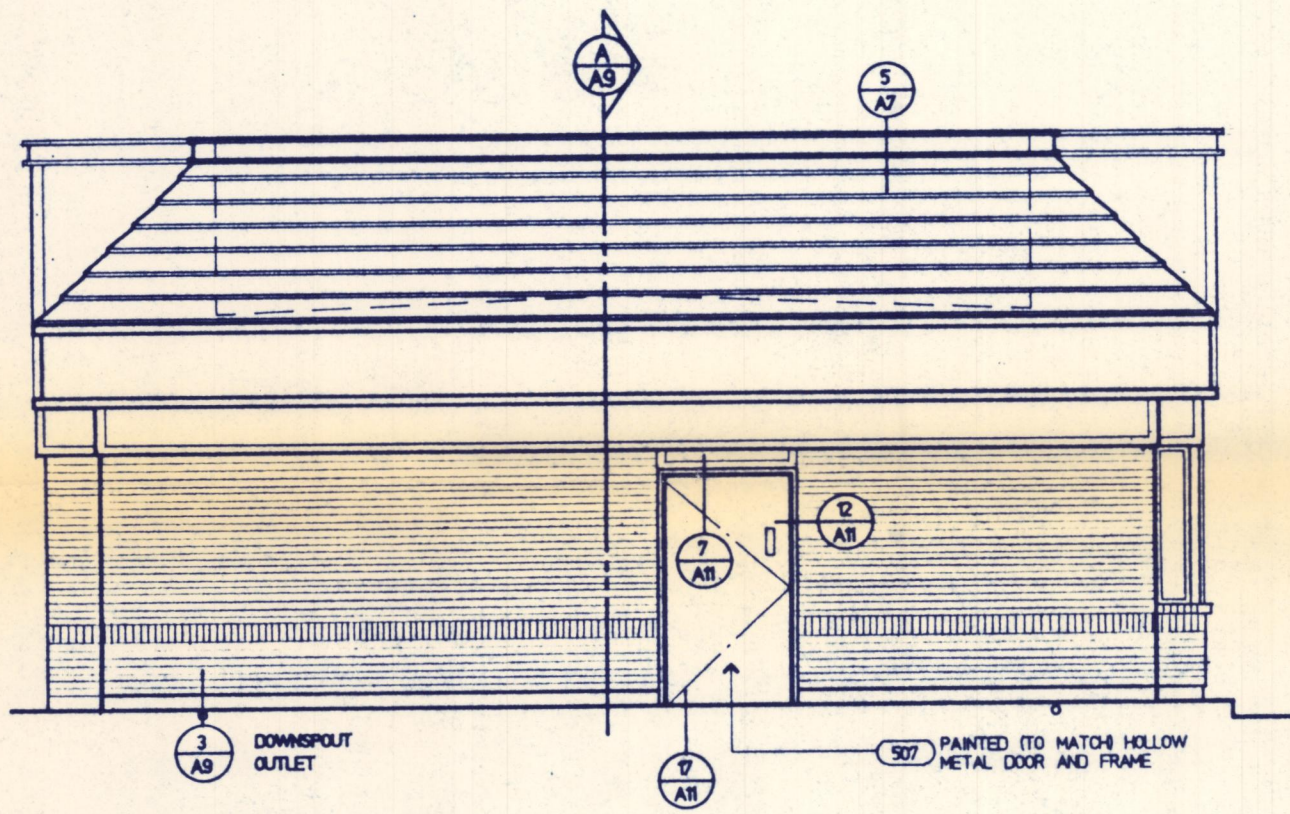
DATE DRAWN: 03/13/90 DATE SURVEYED: 03/11/90	DRAWN BY: SMM SCALE: 1" = 20' DRAWING NO. 91262901
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See "Notes" on 7/20/90 for details.



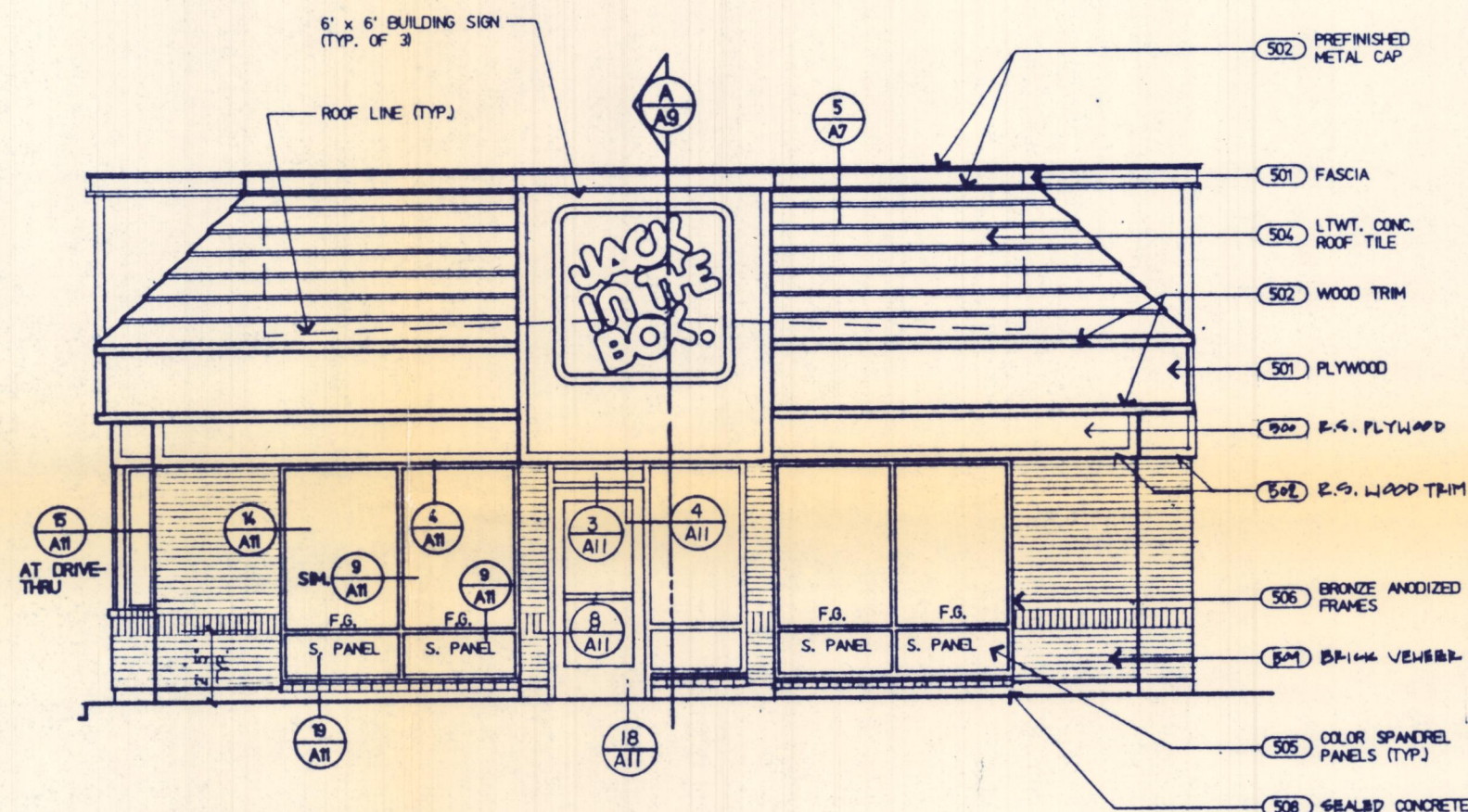
RIGHT ELEVATION

SCALE: 1/4"=1'-0"



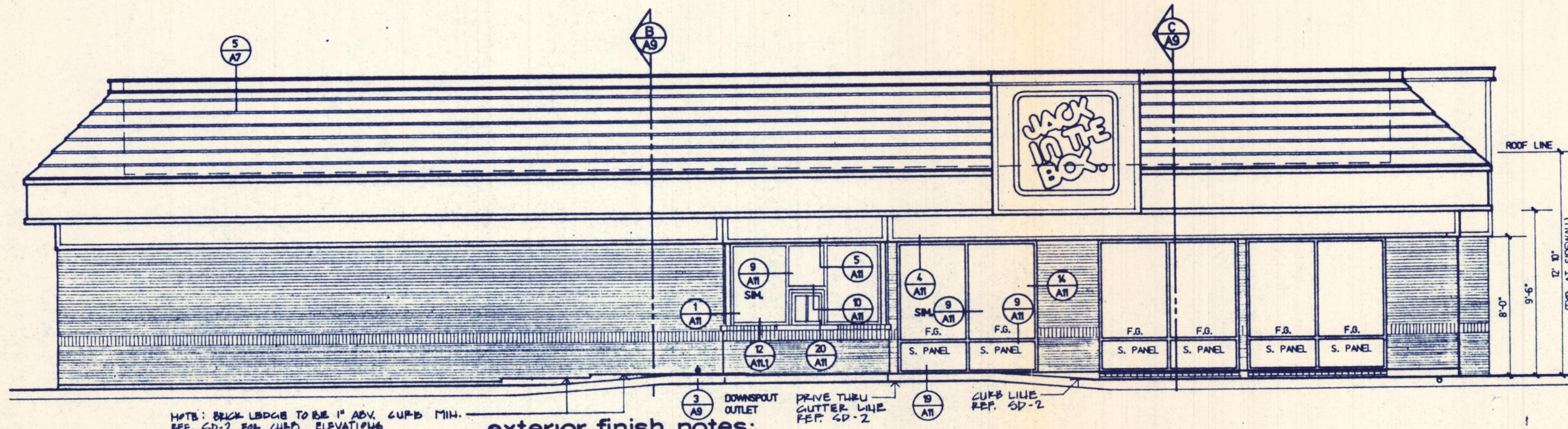
REAR ELEVATION

SCALE: 1/4"=1'-0"



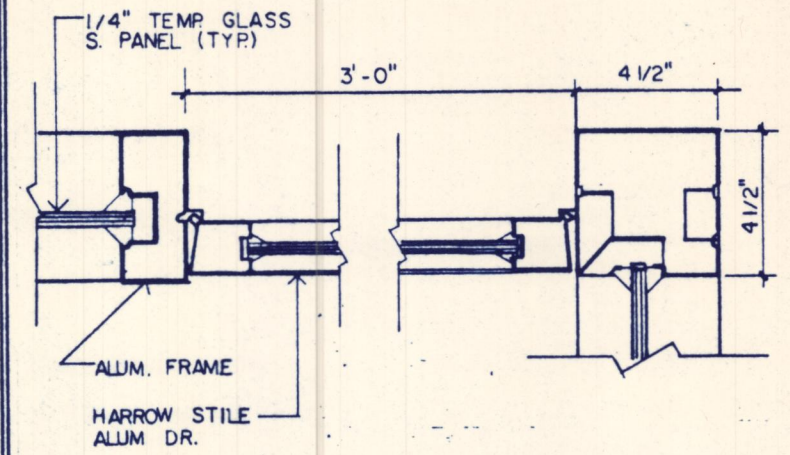
FRONT ELEVATION

SCALE: 1/4"=1'-0"

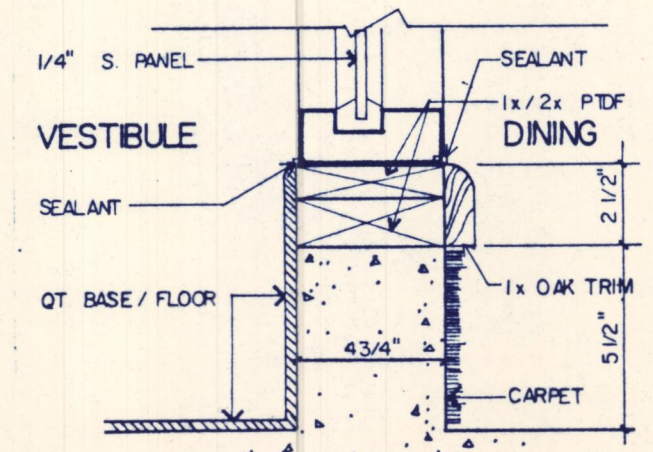


LEFT ELEVATION

exterior finish notes:
BRICK VENEER OVER 1\"/>



4 JAMB DTL. AT VESTIBULE

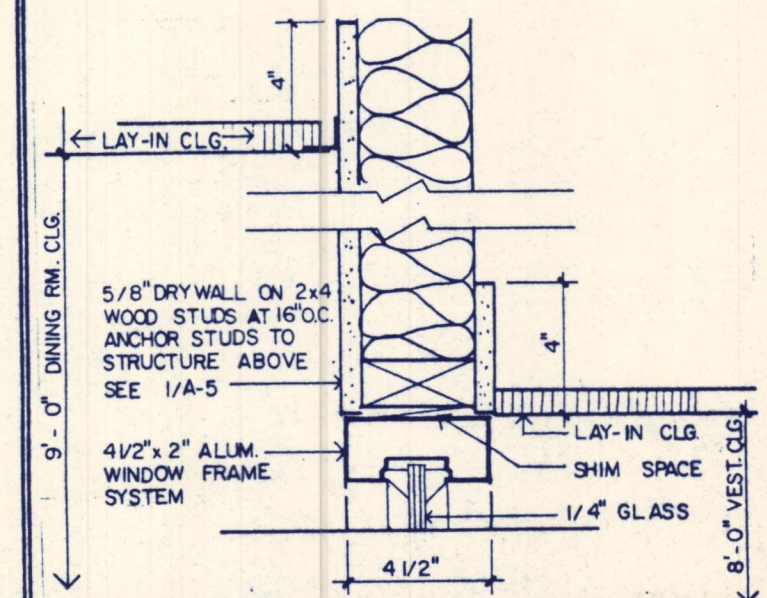


3 SILL DTL. AT VESTIBULE

500	PAINTE (25.04) FULLER O'BRIEN 'TAN MIST' 0-21 (TAN)
501	PAINTE-FULLER O'BRIEN 'DEEP NIGHT' 0-19 (BLUE)
502	PAINTE-FULLER O'BRIEN 'LUCKY PENNY' 0-24 (BROWN)
503	FABRIC-AWNING
504	ROOF TILE: LIFETIME 'SUPERSHAKE TILE' #501, BROWN BLEND I.C.B.O. #2656P
505	SPANDREL PANELS-FULLER O'BRIEN 'DEEP NIGHT' 0-19 (BLUE)
506	ALUM. WINDOW FRAMES, MULLIONS & ACCESSORIES BRONZE ANODIZED
507	HOLLOW METAL DOORS & FRAMES FULLER O'BRIEN 'TAN MIST' 0-21 (TAN)
508	CONCRETE W/ CLEAR SEALER
509	FACE BRICK - ACME #150 VELOUR

2 EXTERIOR FINISH SCHEDULE

SCALE: 1/2"=1'-0"



1 HEAD DTL. AT VESTIBULE

JOB NUMBER: 3725

BUILDING TYPE: MK 7BF-84 ISSUE DATE: 4-1-91 PERMIT DRAWN BY:

A10

EXTERIOR ELEVATIONS

Mila Nery
5/24/91

FOODMAKER, INC.
9330 BALBOA AVENUE
SAN DIEGO, CA 92123

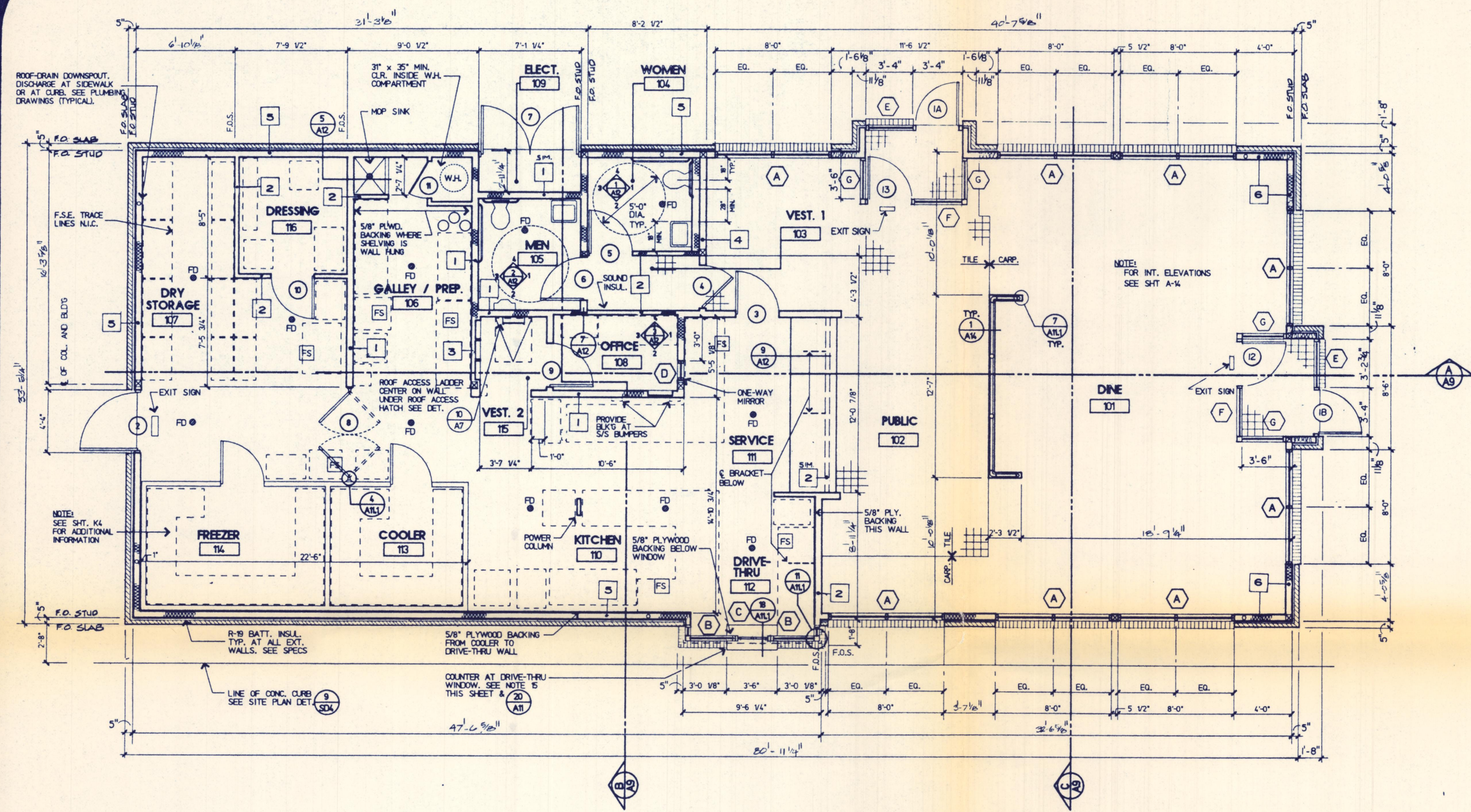
REVISIONS:

GENERAL NOTES

1. OWNER SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS PER LOCAL FIRE MARSHAL. GEN. CONTRACTOR TO INSTALL.
2. SEE FORD SERVICE EQUIP. SCHED. & DECOR SCHEDULE FOR ITEMS FURNISHED BY OTHERS & INSTALLED BY GEN. CONTRACTOR.
3. ALL EXTERIOR WALLS SHALL BE 2x6 WOOD STUDS AT 16" O.C. W/ 5/8" TYPE "X" GYP. BD. ON BOTH SIDES.
4. ALL INTERIOR WALLS SHALL BE 2x6 WOOD STUDS AT 16" O.C. W/ 5/8" TYPE "X" GYP. BD. ON BOTH SIDES U.O.N.
5. ALL EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE W/O SPECIAL KNOWLEDGE OR EFFORT OR THE USE OF A KEY.
6. ALL DRAPES, CURTAINS & DECORATIVE MATERIAL PROVIDED AND/OR INSTALLED BY THE GEN. CONTR. SHALL BE MADE FROM NON-FLAMMABLE MATERIALS OR TREATED W/ FLAME RETARDANT AS APPROVED BY THE LOCAL FIRE MARSHAL.
7. ALL FINISH SURFACES OF WALL & CEILING MATERIALS SHALL NOT EXCEED A FLAME SPREAD RATING OF 200 & A SMOKE DENSITY RATING OF 450.
8. FOR EXTERIOR WALL TREATMENT, SEE EXTERIOR ELEVATIONS.
9. ALL EXPOSED PIPING BELOW LAVATORIES IN TOILET ROOMS SHALL BE INSULATED W/ FOAM REFRIG. PIPE INSULATION.
10. ALL ARCHITECTURAL GLAZING WITHIN 48" OF DOORS SHALL BE TEMPERED INCLUDING GLAZING OF DOORS.
11. GEN. CONTR. COORDINATE HIS WORK W/ THE WORK OF THE FOOD SERVICE EQUIPMENT (F.S.E.) CONTRACTOR.
12. ALL EXTERIOR DOORS SHALL BE WEATHERSTRIPPED. ALL EXTERIOR JOINTS AROUND WINDOWS, & DOOR FRAMES, & AT ALL PENETRATIONS THRU BUILDING ENVELOPE SHALL BE SEALED USING SEALANTS & CAULKING.
13. KITCHEN EQUIPMENT & OWNER FURNISHED EQUIP. SHOWN DASHED.
14. SEE KITCHEN DRAWINGS FOR INFORMATION REGARDING WALK-IN BOXES.
15. GENERAL CONTRACTOR SHALL ORDER COUNTER AT DRIVE-THRU WINDOW EARLY. INSTALL BEFORE INSTALLATION OF WINDOW FRAMES.
16. ALL DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD.

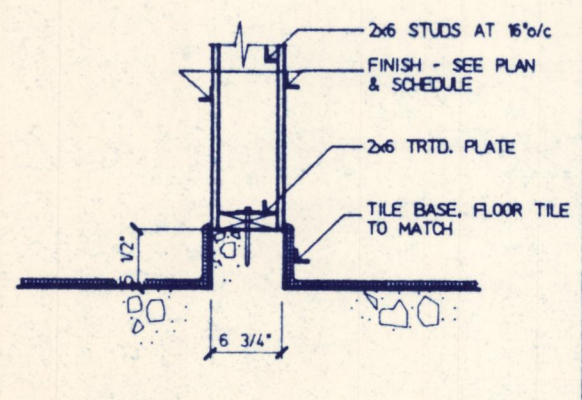
HANDICAP NOTES

1. HAND ACTIVATED DOOR OPENING HARDWARE TO BE MOUNTED 30" TO 44" ABOVE THE FLOOR AND BE OPERABLE WITH A SINGLE EFFORT BY LEVER TYPE HARDWARE. 2-3303c3.
2. MAXIMUM EFFORT TO OPERATE DOORS NOT EXCEED 8.5 POUNDS FOR EXTERIOR DOORS AND 5 POUNDS FOR INTERIOR DOORS. 2-3303d2.
3. ALL REQUIRED EXIT DOORWAYS, INCLUDING OFFICE AREA, SHALL HAVE A MINIMUM 32" CLEAR OPENING WITH THE DOOR AT 90° TO THE CLOSED POSITION. UBC SECT. 3304a4.
4. MAXIMUM HEIGHT OF THRESHOLD TO BE 1/2". MAXIMUM VERTICAL CHANGE AT EDGE IS 1/4" WITH A MAXIMUM BEVEL OF 45°. 2-3303b3.
5. ONE WHEELCHAIR SEATING SPACE FOR EACH 20 SEATS SHALL BE PROVIDED WITH A MINIMUM OF ONE SPACE. 2-616d3.
6. PROVIDE A 12" EQUILATERAL TRIANGLE (VERTX POINTING UP) ON DOOR TO MEN'S FACILITIES AND A 12" DIA. CIRCLE ON DOOR TO WOMEN'S FACILITIES. THESE SYMBOLS SHOULD BE OF CONTRASTING COLOR 1/4" THK. AND CENTERED ON THE DOOR 60" HIGH. 207116d3.
7. WIDTH AND HEIGHT OF REQUIRED EXIT DOORWAYS TO COMPLY WITH UBC SECT. 3304a4 OR TITLE 24 SECT. 2-3303a4.
8. EXITS SHALL BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED WITH LIGHT HAVING AN INTENSITY OF NOT LESS THAN ONE FOOT-CANDLE AT FLOOR LEVEL. BUILDING CODE S3312. REFER TO SHT. E-3.
9. PROVIDE EXIT SIGNS PER BUILDING CODE S3314 (b)(4). REFER TO SHT. E-3.
10. PROVIDE APPROVED EXITING ILLUMINATION AND APPROVED EXIT SIGNS. TITLE 24, S2-3312 (a)-(2)(3). REFER TO SHT. E-3.
11. PROVIDE APPROVED PANIC HARDWARE ON EXIT DOORS. TITLE 24, S3303e4, S2-3315, AND S2-3316.
12. INT. FINISH SHALL BE PROVIDED IN ACCORDANCE WITH TITLE 24 S4204 AS FOLLOWS: CLASS I-HVLT, ENCLOSURES, CLASS II-CORRIDORS, CLASS III-ROOMS.

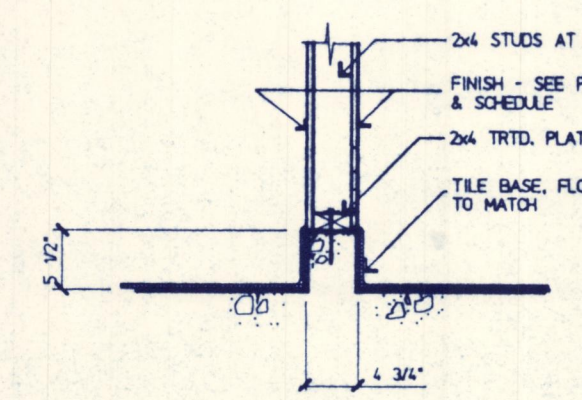


FLOOR PLAN

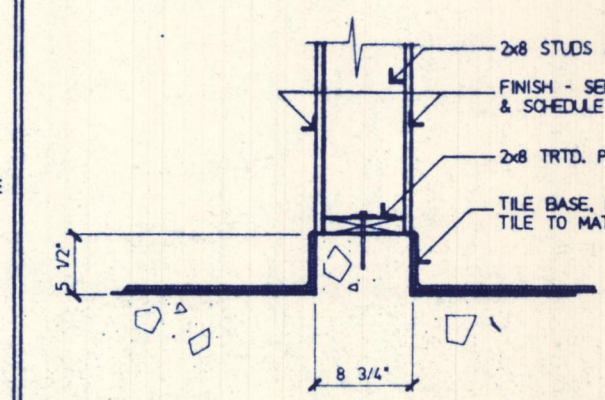
SCALE 1/4"=1'-0"



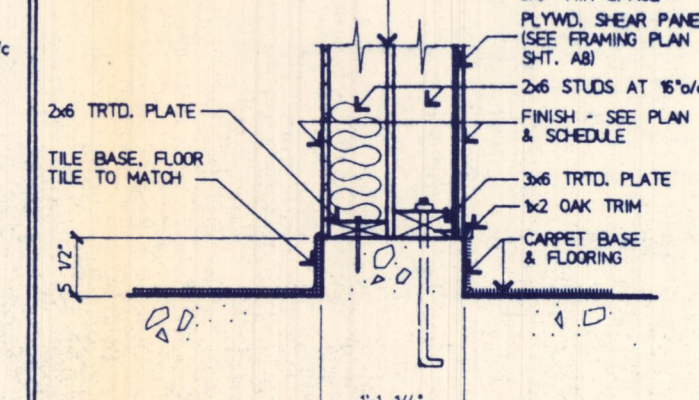
1 TYP. 2x6 INTERIOR PARTITION
SCALE: 1"=1'-0"



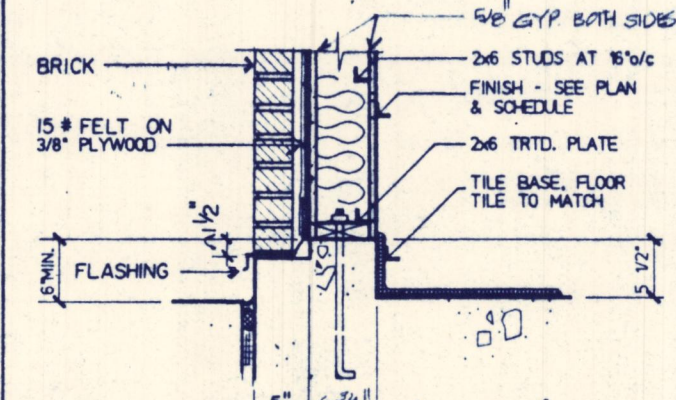
2 TYPICAL 2x4 INTERIOR PARTITION
SCALE: 1/4"=1'-0"



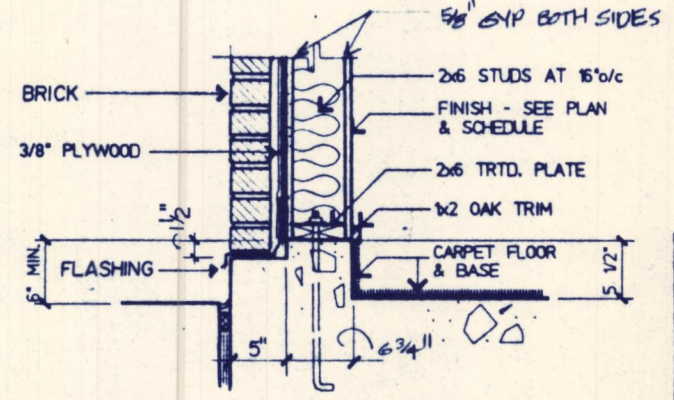
3 TYP. 2X8 ELECT. PANEL PARTITION
SCALE: 1"=1'-0"



4 TYP. DBL. 2x6 INTERIOR SHEAR WALL
SCALE: 1"=1'-0"



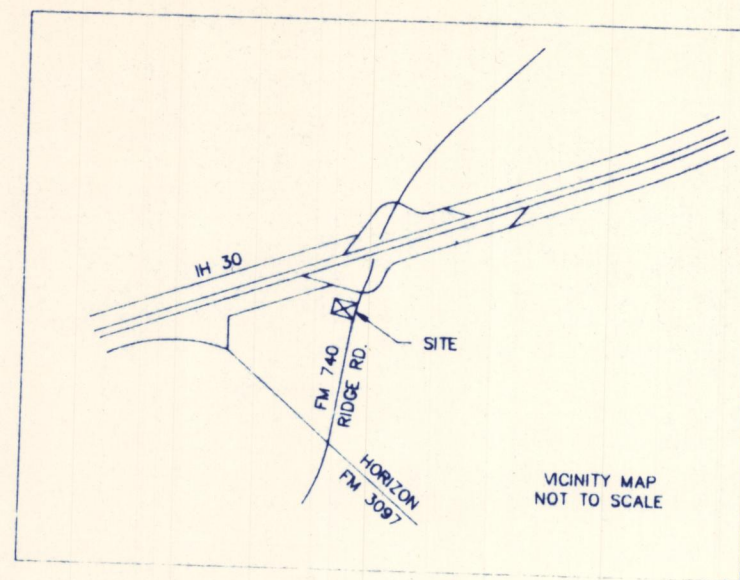
5 TYPICAL EXTERIOR PARTITION (TILE)
SCALE: 1"=0'



6 TYP. EXT. PARTITION (CARPET)
SCALE: 1"=1'-0"

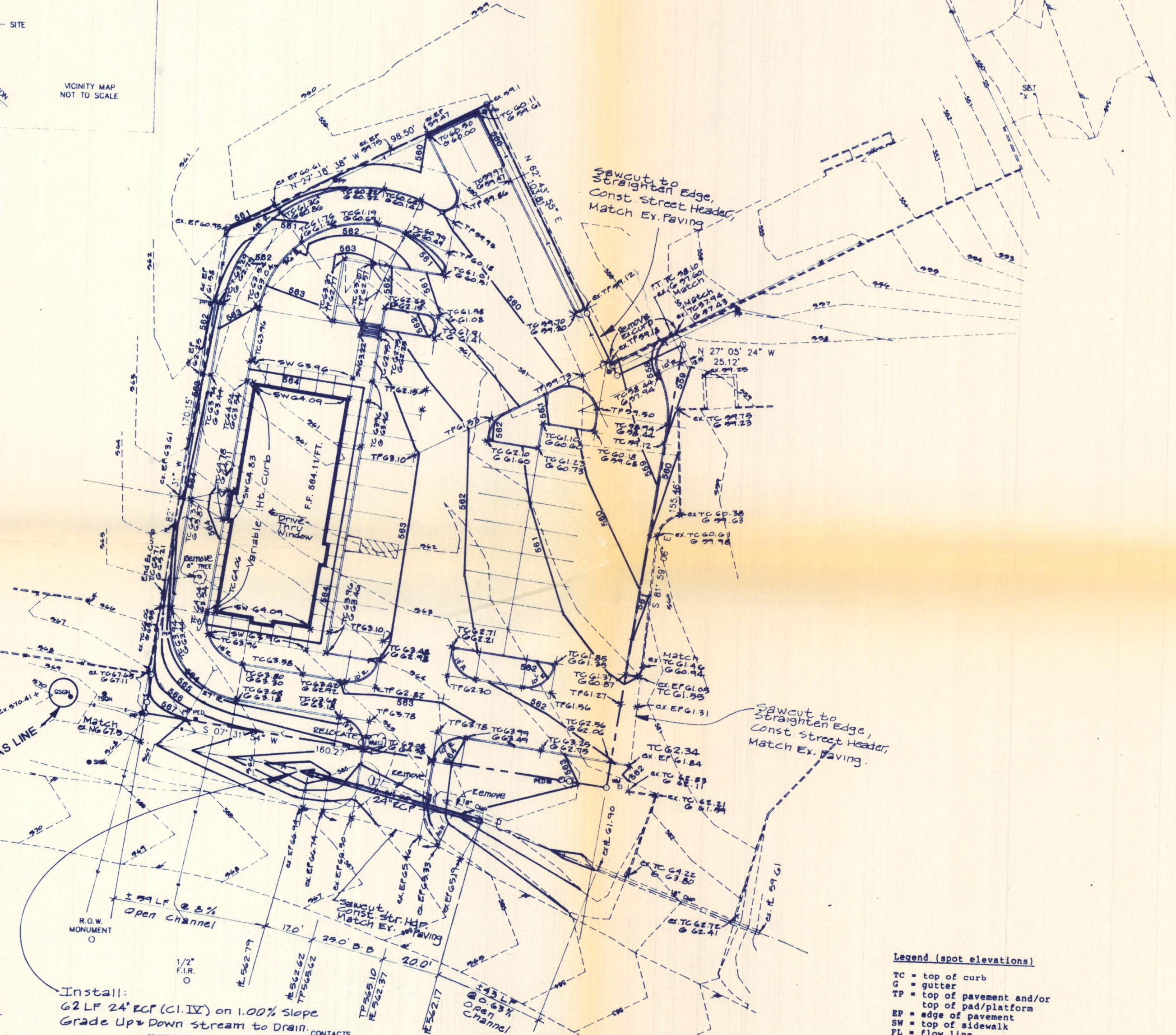
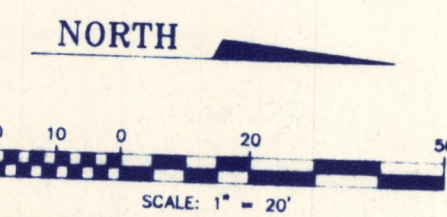
INFORMATION FOR OWNER'S USE: 12-19-89

JOB NUMBER: 3725 BUILDING TYPE: MK 7BF-84 ISSUE DATE: 4 FEB 1977 DRAWN BY: _____



- LEGEND**
- FL = FLOW LINE
 - F.I.R. = FOUND IRON ROD
 - FND "X" = FOUND SCRIBED "X"
 - G = GUTTER
 - GSGN = GAS SIGN
 - PED = TELEPHONE PEDISTAL
 - PP = POWER POLE
 - SET "X" = SET SCRIBED "X"
 - S.I.R. = SET IRON ROD WITH BARTA & HOLLAND, INC. CAP
 - TC = TOP OF CURB
 - TSGN = TELEPHONE SIGN
 - WM = WATER METER
 - = ASPHALT
 - = FENCE
 - = END OF FENCE
 - = OVERHEAD UTILITY LINE
 - = UNDERGROUND SANITARY SEWER
 - = UNDERGROUND GAS LINE

BENCHMARK:
Top of headwall of the 3'x 2' box culvert at the Northeast corner of F.M. Road 740 and F.M. Road 3087.
ELEV. 568.07 M.S.L.



CONTACTS

CITY OF ROCKWALL 205 W. RUSK ROCKWALL, TX 75087	(214) 771-1111	PLANNING DEPT., JULIE COUCH ENGINEERING DEPT., W.L. DOUPHRAITE II, P.E. HEALTH DEPT., BILL CURRY BUILDING DEPT., DAVID SMITH TRAFFIC, JOHN REGLIN with MASTER PLAN
ONE STAR GAS COMPANY	(214) 771-3712	JOYCE MARTIN
SOUTHWESTERN BELL	(214) 722-5363	JERRY BATES
TU ELECTRIC CO.		JIM MCCORMICK

- Legend (spot elevations)**
- TC = top of curb
 - G = gutter
 - TP = top of pavement and/or top of pad/platform
 - EP = edge of pavement
 - SW = top of sidewalk
 - FL = flow line
 - FF = finish floor
 - NG = natural ground
 - EX = existing
 - CL = center line
 - TW = top of wall

Grading Plan



MP **MICHAEL PEEPLES**
Engineers and Planners
(214) 248-1968
4650 Sunbelt Dallas, Texas 75248

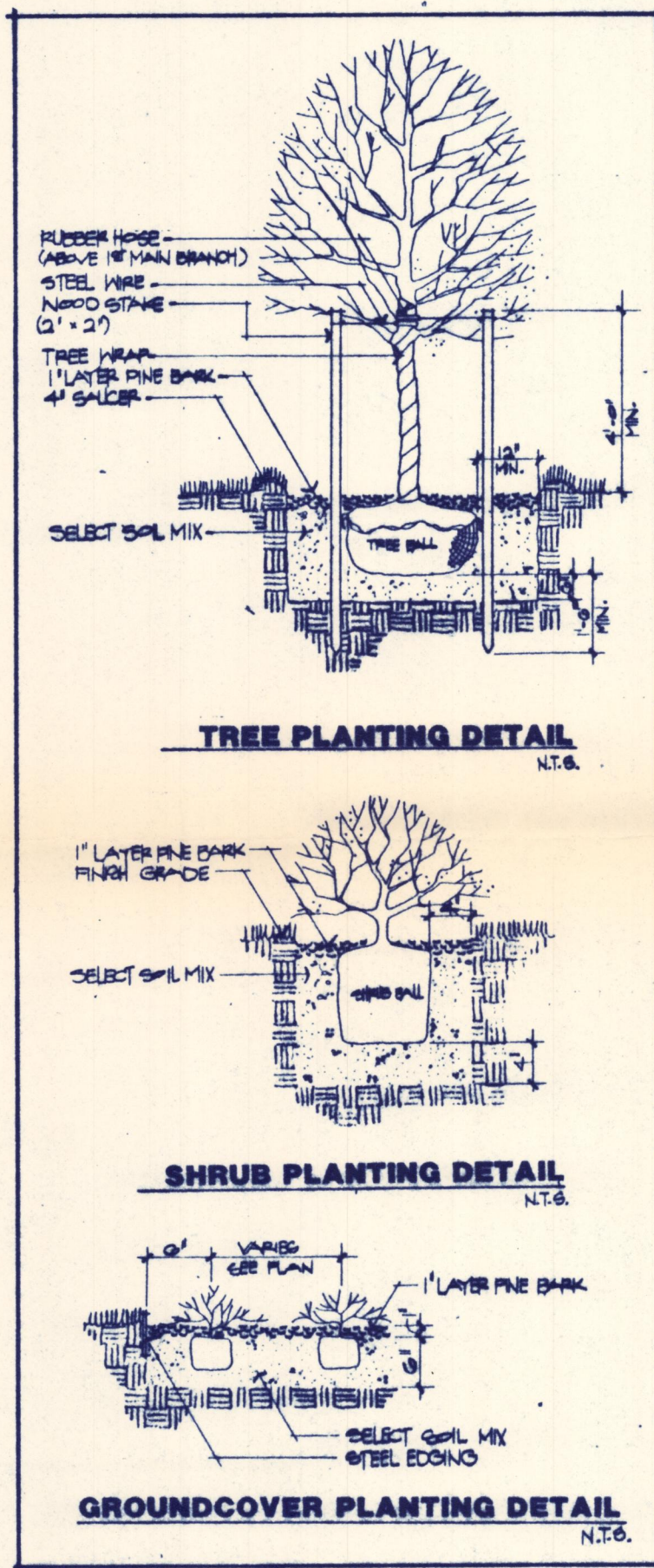
JOB NUMBER: 5723 BUILDING TYPE: 78F-84 ISSUE DATE: 4-91 DRAWN BY: KEM/J

MP Mayre & Associates Architects Inc.
13500 Lakewood Lane
Dallas, Texas 75240
(214) 360-0338

SD - 2

FOODMAKER, INC.
9330 BALBOA AVENUE
SAN DIEGO, CA 92123

REVISIONS:

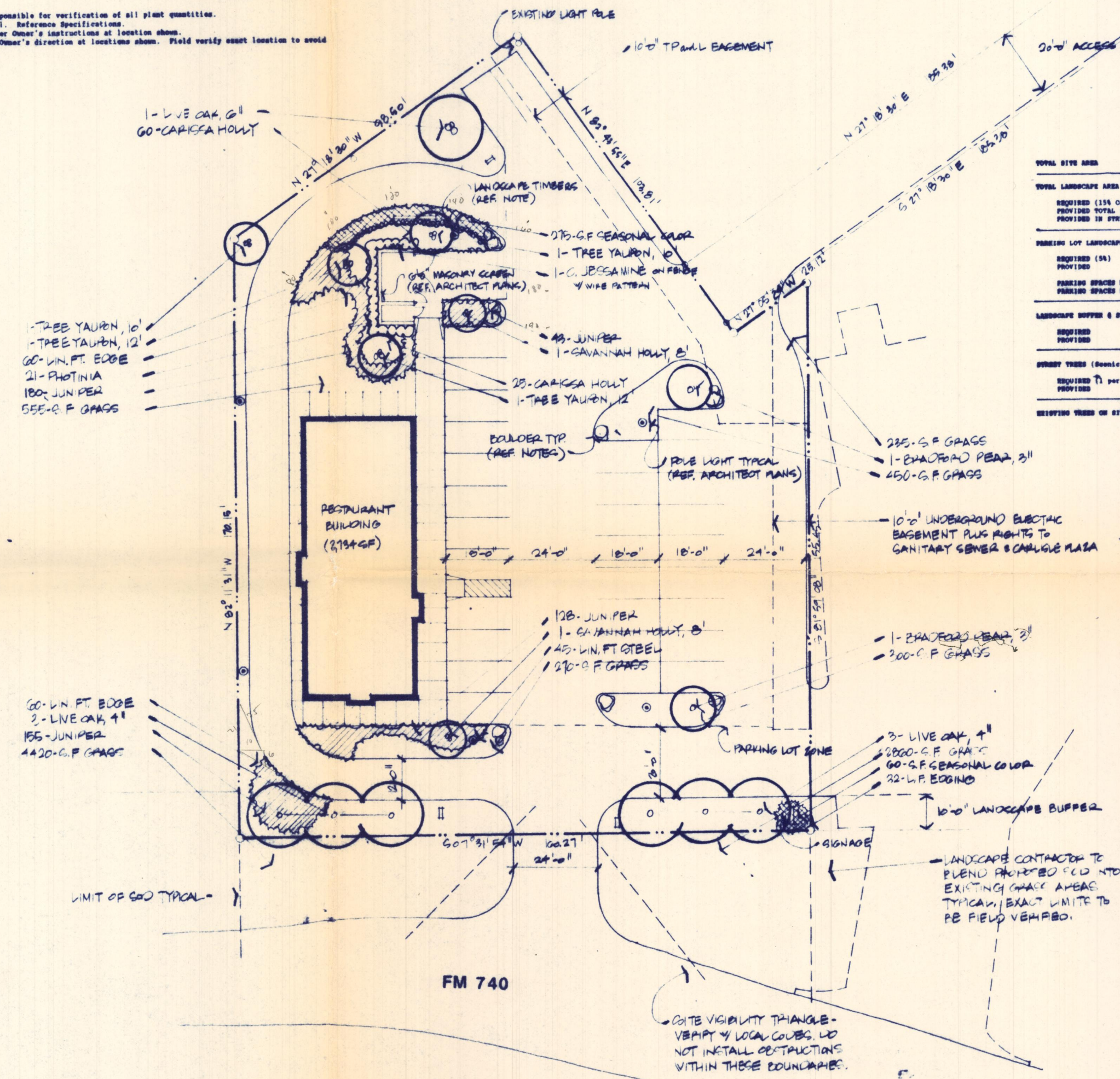


Legal Description: A TRACT OR PARCEL OF LAND SITUATED IN THE JAMES SMITH SURVEY, ACRES 2.22 IN THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING ALL OF THE BALD PEPLES NO. 2 ADDITION, AN ADDITION TO THE CITY OF ROCKWALL, RECORDED IN CABINET A PAGE 282 IN THE ROCKWALL CHAMBER OF COMMERCE ADDITION, AN ADDITION TO THE CITY OF ROCKWALL, RECORDED IN CABINET A PAGE 259 IN THE ROCKWALL COUNTY MAP RECORDS (SEE SURVEY FOR 20 FOOT ACCESS EASEMENT DESCRIPTION)

Jack-in-the-Box #3725
Interstate Highway 30/PM 740, Rockwall, Texas

QUANTITY	PLANT NAME	SIZE	MIN. HGT./WID.	REMARKS
1	Live Oak	4" cal.	14' x 8'	Multi-trunk, 3 same minimum
6	Live Oak	4" cal.	14' x 8'	Single straight trunk
2	Tree Yucca Holly	12' hgt.	12' x 8'	Matched, 5 same minimum, female
2	Tree Yucca Holly	10' hgt.	12' x 8'	Matched, 4 same minimum, female
2	Bradford Pear	3" cal.	12' x 8'	Matched, single straight trunk
2	Savannah Holly	3" cal.	8' x 4'	Matched, single trunk tree form
21	Photinia Fraseri	5 gal.	32" x 24"	3' o.c.
85	Carissa Holly	2 gal.	12" x 15"	2' o.c.
504	Juniper	1 gal.	4" x 8"	1' x 4" o.c., "Box Barbs"
1	Carolina Jessamine	5 gal.	50" hgt.	With wire pattern
735	Seasonal Color (8" o.c.)	4" pots		To be selected by Owner
9,090	Square foot solid Bermudagrass Sod			Reference Specifications
197	Linear foot steel edging			Reference Specifications
50	Linear foot landscape timbers			Install vertically side by side per Owner's direction

NOTES:
 *Landscape Contractor is responsible for verification of all plant quantities.
 *Pull bed preparation typical. Reference Specifications.
 *Install landscape timbers per Owner's instructions at location shown.
 *Install large boulders per Owner's direction at locations shown. Field verify exact location to avoid conflict with signage, etc.



TOTAL SITE AREA 30,248 sf

TOTAL LANDSCAPE AREA

REQUIRED (15% Commercial District)	4,536 sf
PROVIDED TOTAL (not including 200')	6,610 sf (145%)
PROVIDED IN STREET FRONTAGE	2,244 sf (50% of total landscape area)

PARKING LOT LANDSCAPE AREA (14,100 sf parking and uncovered areas)

REQUIRED (5%)	705 sf
PROVIDED	955 sf (135%)

LANDSCAPE BUFFER & STREET FRONTAGE

REQUIRED	10 feet
PROVIDED	10 feet

STREET TREES (Neonic Overlay District)

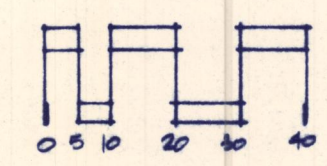
REQUIRED 1' per 30' frontage, 3" cal.	5.3 (6)
PROVIDED	6

EXISTING TREES ON SITE 0

- GENERAL NOTES:**
- THE OWNER AGREES TO MAINTAIN LANDSCAPE ON ADJOINING RIGHT OF WAY.
 - ALL LANDSCAPE AREAS ADJOINING PARKING LOTS OR VEHICULAR USE AREAS SHALL BE PROTECTED BY CURBS, FURNISH BLOCKS OR SIMILAR BARRIERS SUFFICIENT TO PROTECT THEM FROM VEHICULAR INTRUSION.
 - ALL LANDSCAPING SHALL BE CONSTRUCTED, INSTALLED AND MAINTAINED SO AS NOT TO OBSTRUCT THE VIEW OF MOTORISTS BETWEEN THE STREET AND THE ACCESS DRIVES. VISIBILITY TRIANGLES SHALL REMAIN UNOBTURATED AT ALL TIMES.
 - THE OWNER AGREES TO MAINTAIN THE REQUIRED TREES, LANDSCAPE AREAS AND SCREENING DEVICES IN GOOD CONDITION AND SHALL OTHERWISE MAINTAIN THE PROPERTY SO AS TO COMPLY WITH ANY OTHER REQUIREMENTS OF THE ROCKWALL LANDSCAPE ORDINANCE.
 - ALL LANDSCAPE AREAS SHALL BE INDICATED BY AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM, EXCLUDING RIGHT OF WAY AREAS.

OWNER: Foodmaker, Inc.
 3010 LBJ Freeway
 Suite 1000
 Dallas, Texas 75234
 214-247-8622
 CONTACT: Jerry Alano

ARCHITECT: Enviro Design
 7424 Greenville Avenue
 Suite 10
 Dallas, Texas 75231
 214-987-3010



GENERAL REQUIREMENTS

PART 1 GENERAL

SECTION 01100 - LANDSCAPE ARCHITECTURE

DEFINITIONS

Reference to these specifications and the following items are hereby the intent and meaning shall be interpreted as follows:

1. Landscape Architect: Enviro Design, 7424 Greenville Avenue, Suite 200, Dallas, Texas 75241, under their authorized representation.
2. Approved: Approved by the Owner and the Landscape Architect. Any variation from these specifications or substitution of materials specified must be approved in writing.
3. Drawings: Any plan, elevation, section, detail or other drawing under the title of this project.
4. Specifications: All of the specifications found in these volumes, and addenda thereto which may be issued, and such descriptive data as may be incorporated in approved work orders or change orders.
5. Contractor: The firm or firms awarded this contract, its representatives, and its sub-contractors and their representatives.

CHANGES IN THE WORK

The Landscape Architect or General Contractor shall have the authority to order minor changes in the work not involving an adjustment in the materials, methods or extent of the contract, and not inconsistent with the intent of the contract documents. Such damage shall be binding on the Owner and the Contractor.

The Owner, without invalidating the contract, may order changes in the work involving the materials, methods or extent of the contract, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be submitted by change order and shall be binding on the Owner and the Contractor under the conditions of the contract documents.

A change order is a written order to the Contractor issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. Change orders or credits for the work covered by the approved change shall be determined by one or more, or combination, of unit prices previously approved or an agreed lump sum.

COORDINATION

The Owner shall have the right to use other work or to let other contracts for work to be done on the same site as specified in the contract documents. The Contractor shall coordinate all its arrangements as to precedence of work and the relationship between the Contractor and the Owner shall be decisive.

LANDSCAPE ARCHITECT'S STATUS

The Landscape Architect is the agent of the Owner, when, in special instances, he is authorized by the Owner to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.

As the Landscape Architect is, in the first instance, the interpreter of the conditions of the contract and the judge of its performance, he shall side neither with the Owner nor with the Contractor, but shall use his powers under the contract to enforce its faithful performance by both.

DAMAGES

The Contractor shall be responsible for all damages that may occur or be caused by the Contractor or its agents or its sub-contractors, or any person or persons at and about the site or adjacent streets, and for all damage done to any third party property or the work of others during the work covered by the contract, and caused by any act or omission of the Contractor or its employees. The Contractor shall, at his own expense, defend and have retained by the Owner from any and all actions, suits or other legal proceedings that may be instituted on such claims or damages.

The Contractor shall be responsible for damage to the site improvements thereon, including underground improvements, located, owned, or maintained by third parties, and shall agree to have such damage repaired by qualified workmen. However, the Contractor shall be responsible for damage to other work specified, should not be included in this contract.

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the other party or any of his employees, agents or others, for whom such party is legally liable, claim shall be made within 90 days after the date of such injury or damage. The Contractor shall be liable for the recovery of such injury or damage.

DETERMINATION OF THE WORK

The Contractor shall be held responsible for the full direction and supervision of all work under this contract and shall follow all instructions or directions from the Landscape Architect or Owner to the subcontractors.

The Contractor shall have on the job at all times while the work is in progress a competent Superintendent in person, acceptable to the Owner, who shall direct operations and receive instructions from the Landscape Architect. The foreman shall correlate the work of the various subcontractors.

DRAWINGS AND SPECIFICATIONS

The Contractor shall keep one copy of all drawings and specifications, memoranda and shop drawings at the job at all reasonable times, available to the Owner or Landscape Architect, and their representatives.

These specifications and accompanying drawings are to be interpreted to their full intent, meaning and spirit, whether taken separately or together. Taken together, they shall be deemed mutually to explain each other and to be descriptive of the work performed under this contract.

Should there be any discrepancy between the drawings and specifications, the drawings shall govern; between the descriptive writing on the drawings and the legend designating the materials, the descriptive writings shall govern. The large-scale details shall be followed in preference to the smaller scale drawings.

Should there be anything shown on the drawings and not described in the specifications, or not shown on the drawings and described in the specifications, the same shall be fully executed and carried out as if drawn shown, or described in both. And the Contractor is not to make any alterations or corrections to the drawings or in the specifications. Should any error appear, the same is to be referred to the Landscape Architect before the time the work is commenced, or as otherwise specified herein.

EXAMINATION OF SITE

All Contractors submitting proposals for this work shall first examine the site and all conditions at the site. All proposals shall take into consideration all such conditions as may effect the work under this contract.

GUARANTEE-WARRANTY

The Contractor shall, and hereby does, warrant all work performed by him for a period of one (1) year after final acceptance as set out in the various sections and for which guarantees are required.

INSURANCE

The Contractor and his subcontractor shall carry adequate Property Damage and Public Liability Insurance, also Workmen's Compensation and Employer's Liability Insurance in the amount of \$1,000,000. He shall furnish the Owner certificates of compliance before starting work on the job.

All fixtures, equipment, and materials supplied by the Contractor shall remain his property until such time as accepted or paid for by the Owner, and the Contractor shall protect them with appropriate insurance against theft or other loss.

The Contractor shall not cause any insurance to be cancelled or prevent any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted, or subject to change until thirty (30) days after the Owner has received written notice as evidenced by return receipt of requested or certified mail.

Certificate of Insurance shall contain transcripts from the proper office of the insurer evidencing in particular those matters, the extent of the insurance, its date and expiration, to which the insurance applies, the expiration date, and the above mentioned notice of cancellation clause.

MEASUREMENTS, LAYOUT, AND LEVELS

All lines and levels necessary for the location and erection of the project and for all excavation, filling, and grading work shall be established by the Contractor. All measurements and shall be established by the Contractor. All measurements of the site, verifying same with the drawings, and shall be responsible for the proper fit of their portions of the completed work.

Each finished or completed portion shall be allowed to be in accordance with the contract documents and the dimensions shown on the drawings, but any such dimensions which may be found to be in conflict with the contract documents shall be subject to adjustment before proceeding with the work.

MATERIAL INSPECTION

The Contractor shall inspect all materials upon their arrival at the job and see that they conform to the requirements of these specifications and prevent the utilization of unsatisfactory materials or promptly remove same from the premises without awaiting instructions to do so. The Landscape Architect shall have the right to inspect materials prior to and after delivery to the site and shall reserve the right to reject and reject said materials at any time before final acceptance.

MATERIALS AND WORKMANSHIP

Materials shall be new, both workmanship and materials shall be the best quality of their respective classes.

The Contractor shall submit samples of materials, etc., when required by the Landscape Architect as specified in the other sections of these specifications. All samples shall be approved by the Landscape Architect before proceeding with the work. The Contractor shall be responsible for satisfactory completion of all work and shall provide sufficient extra material and labor to complete the work as a part of the work, even though every such item may not be specifically prescribed or indicated, but is necessary for proper and complete installation. The Contractor shall be responsible for the work, as required by the Landscape Architect that each item of material furnished under this contract fulfill the requirements of the specifications for such materials.

PERMITS AND REGULATIONS

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the work of this contract.

The Contractor shall obtain all permits and pay all fees, licenses and deposits required by law or ordinances to comply with the work of these specifications.

SUBSTITUTION OF MATERIALS

Contractor, before submitting bid, shall locate all necessary materials as called for in the plans and specifications, and shall be assured of their availability for use on the job.

The Contractor shall be held responsible for all damages that may occur or be caused by the Contractor or its agents or its sub-contractors, or any person or persons at and about the site or adjacent streets, and for all damage done to any third party property or the work of others during the work covered by the contract, and caused by any act or omission of the Contractor or its employees. The Contractor shall, at his own expense, defend and have retained by the Owner from any and all actions, suits or other legal proceedings that may be instituted on such claims or damages.

The Contractor shall be responsible for damage to the site improvements thereon, including underground improvements, located, owned, or maintained by third parties, and shall agree to have such damage repaired by qualified workmen. However, the Contractor shall be responsible for damage to other work specified, should not be included in this contract.

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the other party or any of his employees, agents or others, for whom such party is legally liable, claim shall be made within 90 days after the date of such injury or damage. The Contractor shall be liable for the recovery of such injury or damage.

RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind every subcontractor to the terms of the drawings and specifications, and to be jointly and severally, to the agreement and general conditions, as far as applicable to the subcontractor's work.

REFERENCES

American Standard for Nursery stock by the American Association of Nurserymen, 1986 Edition. ANSI Z60.1 - 1986.

Hortus Third by: The Staff of the L.H. Bailey Hortorium, 1976.

SUBMITTALS

Submit for approval sufficient representative quantities of sandy loam, acid grow, peat moss, sand, stone, gravel, etc. Samples shall be approved by Landscape Architect before use on project.

Submit signed truck quantity delivery receipts upon request.

Submit three representative samples of each tree, shrub, and groundcover plants, when requested, for the Landscape Architect's approval. When approved, they will be tagged. Maintain as representative samples until they are to be installed. Installation provided they remain tagged until final acceptance of entire installation.

ACCEPTANCE

Maintain all trees, shrubs, and groundcover under this contract until Owner's acceptance, by adequate watering, cultivating the top 2 inches, weeding every 2 weeks, spraying, and replacing as necessary to keep plants in a healthy, vigorous condition, and take dead areas as may be required to keep them neat.

Maintain all grass areas under this contract until acceptance by watering, mowing, edging, fertilizing, spraying, etc.

OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor is adjudged bankrupt or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency or if he persistently or repeatedly refuses or fails to accept in case for which extension of time is provided to supply enough properly skilled workmen or proper materials or if he fails to make prompt payment to subcontractors or to labor, or if he persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction or otherwise is guilty of a substantial violation of a provision of the contract documents; then upon certification by the Landscape Architect that sufficient cause exists to justify such action, without prejudice to any right or remedy and after giving the Contractor and his surety seven (7) days written notice, the Owner may terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery then owned by the Contractor and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract sum exceeds the cost of finishing the work, including compensation for the Landscape Architect's additional services such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The costs incurred by the Owner as herein provided shall be certified by the Landscape Architect.

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or if the work should be stopped for a period of thirty (30) days by the Contractor, or if the Contractor fails to issue a Certificate of Payment or for the Owner's failure to make payment thereon, then the Contractor may, upon seven (7) days' written notice to the Owner, and the Owner shall immediately terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit and damage.

UNCOVERING AND CORRECTION OF WORK

If any work should be covered contrary to the request of the Landscape Architect, it must if required by the Landscape Architect be uncovered for his observation and replaced at the Contractor's expense.

If any other work has been covered which the Landscape Architect has not specifically requested to observe prior to being covered, the Landscape Architect may request to see such work, and it shall be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the cost of uncovering and replacement shall, by appropriate change order, be charged to the Owner. If such work found not to be in accordance with the contract documents, the Contractor shall pay such costs unless it is found that this condition was caused by a separate contract, employed by the Owner under a separate contract, and in that event, the Owner shall be responsible for the payment of such costs.

The Contractor shall promptly correct all work rejected by the Owner or Landscape Architect as failing to conform to the specifications and prevent the utilization of unsatisfactory materials or promptly remove same from the premises without awaiting instructions to do so. The Landscape Architect shall have the right to inspect materials prior to and after delivery to the site and shall reserve the right to reject and reject said materials at any time before final acceptance.

STARTING WORK

The Contractor agrees to begin the on-site work not later than ten (10) calendar days after the date of written notice from the Owner or General Contractor authorizing the Contractor to proceed with the work, and that he will work continuously during the time the work is completed and as noted herein. Actual gathering of material, etc., may start after the contract is executed and the Owner issues any necessary purchase orders for the contract amount.

TECHNICAL SPECIFICATIONS

PART 1 GENERAL

WORK INCLUDED

Perform all work required to complete and maintain until acceptance by the Owner, the landscape installation, including all labor, materials, services, and equipment necessary and described herein and known on the accompanying drawings.

RELATED WORK

Drawings and general provisions of contract, including General and Supplementary Conditions and Specification sections, apply to work of this section. Coordinate with work of other trades.

QUALITY ASSURANCE

Approval. The selection of materials and execution of operations required under these drawings and specifications are subject to the approval of the Landscape Architect or Owner.

Rejection. The Landscape Architect or Owner will have the right to reject material and work which in his opinion does not conform to the contract documents at any stage of the operation. All rejected material shall be promptly removed and corrected by the Contractor as directed.

SOURCE QUALITY CONTROL

The Landscape Architect has the right to select all plant materials at the nursery, field source or contractor's holding yard. The Contractor is to include in the base contract work the amount for transportation, lodging, meals, etc. for the Landscape Architect to tag at the source of supply the plants. Located on the landscape materials list. Such approval shall not appear the right of inspection and rejection upon delivery at the site or during the progress of the work.

REFERENCES

American Standard for Nursery stock by the American Association of Nurserymen, 1986 Edition. ANSI Z60.1 - 1986.

Hortus Third by: The Staff of the L.H. Bailey Hortorium, 1976.

SUBMITTALS

Submit for approval sufficient representative quantities of sandy loam, acid grow, peat moss, sand, stone, gravel, etc. Samples shall be approved by Landscape Architect before use on project.

Submit signed truck quantity delivery receipts upon request.

Submit three representative samples of each tree, shrub, and groundcover plants, when requested, for the Landscape Architect's approval. When approved, they will be tagged. Maintain as representative samples until they are to be installed. Installation provided they remain tagged until final acceptance of entire installation.

ACCEPTANCE

Maintain all trees, shrubs, and groundcover under this contract until Owner's acceptance, by adequate watering, cultivating the top 2 inches, weeding every 2 weeks, spraying, and replacing as necessary to keep plants in a healthy, vigorous condition, and take dead areas as may be required to keep them neat.

Maintain all grass areas under this contract until acceptance by watering, mowing, edging, fertilizing, spraying, etc.

OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor is adjudged bankrupt or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency or if he persistently or repeatedly refuses or fails to accept in case for which extension of time is provided to supply enough properly skilled workmen or proper materials or if he fails to make prompt payment to subcontractors or to labor, or if he persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction or otherwise is guilty of a substantial violation of a provision of the contract documents; then upon certification by the Landscape Architect that sufficient cause exists to justify such action, without prejudice to any right or remedy and after giving the Contractor and his surety seven (7) days written notice, the Owner may terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery then owned by the Contractor and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract sum exceeds the cost of finishing the work, including compensation for the Landscape Architect's additional services such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The costs incurred by the Owner as herein provided shall be certified by the Landscape Architect.

Water will be available on the site at no expense to the Contractor. Tap, meter, trees, hose and other watering equipment required for the work shall be furnished by this Contractor at his expense. Additional water will be available as the irrigation system is installed.

EXISTING CONDITIONS

Water will be available on the site at no expense to the Contractor. Hose and other watering equipment required for the work shall be furnished by the Contractor at his expense. Additional water will be available as the irrigation system is installed.

Work notification: Notify the Landscape Architect at least 7 working days prior to installation of plant materials.

Protect existing utilities, paving, and other facilities from damage caused by Landscape operations.

A complete list of plants, including a schedule of sizes, quantities, and other requirements is shown on the drawings. In the conditions that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.

The irrigation system will be installed prior to planting. Locate, protect, and maintain the irrigation system during planting operations. Repair irrigation system components, damaged during planting operations, at this Contractor's expense.

WARRANTY

The work is warranted for one full year after final acceptance. The Contractor is obligated to correct any work found to be defective or nonconforming. Upon notice, remove dead materials and all materials not in vigorous, thriving condition. As soon as weather permits and on notification by the Landscape Architect, plants, including trees, which have partially died or that shade, size, or symmetry has been damaged, shall be considered for replacement. In such cases, the opinion of the Landscape Architect will be final.

Plants used for replacement shall be of the same kind and size as those originally planted, and shall be planted as originally specified. All work, including materials, labor, and equipment used in replacement, will be at no cost to the Owner. Replace plant materials shall carry a one year warranty. Any damage, including loss of plants or ground cover, caused by planting operations shall be repaired.

At the direction of the Landscape Architect plants may be replaced at the start of the next planting or during seasons, but in such cases, dead plants shall be immediately and completely removed from the premises.

The Owner agrees that for the warranty to be effective, he will perform a permanent maintenance program including proper watering, trimming, pruning, weeding of beds, fertilizing, and watering (including deep and watering of trees).

PRODUCTS

PLANT MATERIALS

Plant material shall be delivered to the site after the beds are prepared and are ready for planting. Shipments of plant materials shall be thoroughly protected from the sun and from drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected. Plant materials remain the property of the Contractor until final acceptance.

SHRUBS AND GROUNDCOVERS

Plants shall be nursery grown, healthy, vigorous, bushy, well branched, of normal habit for the species and shall be free from disease, insect eggs, and larvae. They shall have well sized, well shaped, symmetrical, and well proportioned branches. The specified areas shall be before pruning, and the plants shall be measured from their natural top branches in normal position. Plants shall be inspected prior to delivery, except upon special approval.

All plants shall be of specimen quality, full, and bushy to the ground, and of compact growth. Specimen means an exceptionally heavy, symmetrical, tightly knit plant, no branch or favored in its development that its appearance is unquestionable and outstandingly superior in form, number of branches, compactness and symmetry.

All plants shall be hardy under climatic conditions similar to those in the locality of the project.

SHADE TREES

Shade trees shall be field grown unless otherwise specified on the plant list and be healthy, vigorous, full branched on all sides, well shaped, symmetrical, and shall meet the trunk diameter, height, and spread requirements of the plant list. Single trunk trees shall have a straight trunk. Trees which have a damaged or crooked leader or trunk or are one-sided, or do not have a full, symmetrical branch structure and crown will be rejected. Balls shall be firm, heavy, slightly tapered, and well burled. A single tree trunk in the ball or with broken ball at the time of planting will be rejected. Trees with abrasions on the bark, disfiguring knots, or wounds over two inches which have not calloused will be rejected. Field grown tree balls shall be ten inches in diameter for each one inch of trunk diameter.

ORNAMENTAL TREES

Ornamental trees shall be healthy, vigorous, full branched, well shaped, and shall meet the height, spread, caliper, and branching character specified on the plant list. Trees not having a full, symmetrical branch structure and crown will be rejected.

Single trunk ornamental trees shall have straight trunks with branching beginning a minimum of 42 inches above the top of the ball or container.

Multi-trunk ornamental trees shall be pruned so all "sucker" type branching is removed from around trunk canopy, as well as extraneous branching on trunk canopy below crown of tree. Branching shall be such that at least 1/2 of the plant in trunk branching and approximately 1/2 in crown foliage. All multi-trunk trees will conform to the number of trunk canes specified on the plant list.

MATERIALS

Acid Grow Pre-Mix: Soil Building Systems, Inc., Dallas, Texas (214) 239-4777.

Fertilizer: "AgriGrow" 16-7-12/12 by Sierra Chemical Company (800) 492-9255.

Filter Fabric: Terra Tex SD available from Sherrill, Inc. (214) 556-0446.

Peat Moss: Clean hyphen peat, free of noxious weeds and rubble, dark brown in color.

Cypress Bark: Fine textured, shredded.

Pine Bark: Fine, textured, 1 to 1 1/2" size by Hops-Agri Products Hops, Arkansas or approved equal.

Polyethylene: 4 mil, black polyethylene plastic.

Steel Edging: 1/8 inch by 4 inches with steel stakes, painted green, by J.T. Ryerson & Son, Inc. (214) 637-4710.

Top Soil: Fertile sandy loam, natural surface soil, uniform in composition, free of stones, lumps, weeds, and roots. Minimum 2 percent organic matter, 50 to 70 percent sand, 15-20 percent clay.

Tree Wrap: Waterproof crepe paper as made and sold for this purpose.

Tree Guy: Standard domestic steel 1/2" post, 6' length, painted green with white reflective top, with Adjust-A-Tye by A. M. Leonard.

Wire Patterns: 16 Gauge galvanized wire.

PART 3 EXECUTION

TAGGING

The Contractor shall make an initial selection and tag the tree he proposes to furnish that meet all of the specification requirements with a permanent tree tag provided by Enviro Design. He shall then advise the Landscape Architect in advance to arrange an inspection date.

The Contractor shall lay out his work and set necessary markers and stakes. All plants are to be in straight and even rows or as shown on plans. The Landscape Architect or Owner reserves the right to relocate shrubs and trees from positions on the plans prior to their plantings. All tree locations are to be approved by the Landscape Architect.

TREE PITS AND PLANTINGS

Ornamental trees: Plant ornamental trees in pits twelve inches larger than ball. After setting the tree, the pit shall be backfilled with four parts of top soil to one part of peat or "Acid-Grow", and carefully settled by watering to prevent air pockets. For a three inch high watering ring for each ornamental tree. All cord used to secure burlap on tree ball shall be cut from ball.

Shade Trees: Plant shade trees in a tree pit two feet greater in diameter than the tree ball. The crown of the tree ball shall be backfilled with four parts of top soil to one part of peat or "Acid-Grow", and carefully settled by watering to prevent air pockets. Place fertilizer, two ounces per caliper inch or portion thereof, below finished grade near the root ball. For a four inch high watering ring around the tree.

Stand Pipe Installation: Trees marked "on plant list or planting plan shall have sub-pipe installed in specially excavated tree pits per details shown on plans. Pipe shall be 4" diameter, class 200 PVC, extending into level backfill and projecting 6" above tree ball, inside water ring. PVC caps will be placed on all pipes. Exposed portion of pipe to be painted flat black, or color approved by Landscape Architect.

BED PREPARATION

Insert all planting beds to a depth of six inches. The inches of peat moss or Acid-Grow pre-mix shall be applied and worked into the upper six inches of bed. Bed and ground cover shall be planted in straight line straight rows using alternate spaces between rows. The specified quantity of shrubs or groundcover shall be placed in the bed before planting to assure even coverage. Delivery receipts of all amendments may be requested.

Insert all ornamental plant beds to a depth of six inches. Four inches of peat moss or Acid-Grow pre-mix shall be applied and worked into the upper six inches of the bed. The specified quantity of ornamental plant shall be placed in the bed prior to planting to assure even coverage. Beds shall be left to settle for seven days prior to final inspection.

Insert all ground cover beds to a depth of six inches. Four inches of peat moss or Acid-Grow pre-mix shall be applied and worked into the upper six inches of the bed. The specified quantity of ground cover shall be placed in the bed prior to planting to assure even coverage. Beds shall be left to settle for seven days prior to final inspection.

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Insert all ground cover

SITE PLAN REVIEW

Date Submitted _____

Scheduled for P&Z _____

Scheduled for Council _____

Applicant/Owner Foodmaker IncName of Proposed Development Jack in the BoxLocation FM-740 Legal Description _____Total Acreage _____ No. Lots/Units 1Current Zoning CSpecial Restrictions Overlay DistrictSurrounding Zoning CPlanning

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Is the site zoned properly?	<u>✓</u>	_____	_____
2. Does the use conform to the Land Use Plan?	<u>✓</u>	_____	_____
3. Is this project in compliance with the provisions on a Concept Plan?	_____	_____	<u>✓</u>
4. Is the property platted? <u>But must be replatted</u>	<u>✓</u>	_____	_____
5. Is plat filed of record at Courthouse? File No. _____	_____	_____	_____
6. If not, is this site plan serving as a preliminary plat?	<u>✓</u>	_____	_____

7. Does this plan conform to the Comprehensive Zoning Ordinance or PD Ordinance on the following:

a.	Are setbacks correct?	front	☒	☐	☐
		side	☒	☐	☐
		rear	☒	☐	☐
b.	Are buildings on same lot adequately separated?		☐	☐	☒
c.	Is the lot the proper size?		☒	☐	☐
d.	Does the lot have proper dimensions?		☒	☐	☐
e.	Are exterior materials correct?		☒	☐	☐
f.	Are structural materials correct?		☒	☐	☐
g.	Is coverage correct?		☒	☐	☐
h.	Is adequate area in landscaping shown?		☐	☐	☐
i.	Is it irrigated?		☐	☐	☐
j.	Is landscaping in parking lot required?		☐	☐	☐
k.	Are types of landscaping indicated?		☐	☐	☐
l.	Is floor area ratio correct?		☒	☐	☐
m.	Is building height correct?		☒	☐	☐
n.	Are correct number of parking spaces provided?		☒	☐	☐
o.	Are driving lanes adequate in width?		☒	☐	☐
p.	Are parking spaces dimensioned properly?		☒	☐	☐
q.	Does the parking lot meet City specifications?		☒	☐	☐

- | | | | | |
|-----|--|--------------------------------|-------------------------------------|-------------------------------------|
| r. | Is a fire lane provided? | <i>need to add a fire lane</i> | ☒ | ☐ |
| s. | Is it adequate in width? | | ☒ | ☐ |
| t. | Are drive entrances properly spaced? | | ☒ | ☐ |
| u. | Are drive entrances properly <i>dimensioned</i> spaced? | | ☒ | ☐ |
| |Do drive entrances line up with media <i>turn in</i> breaks? | <i>lane</i> | ☐ | ☒ |
| v. | Is lighting provided and correctly directed? | | ☐ | ☐ |
| w. | Are sidewalks required? | | ☒ | ☐ |
| x. | Are sidewalks provided? | | ☒ | ☐ |
| y. | Is a screen or buffer required? | | ☒ | ☐ |
| |Is it sized properly? | | ☐ | ☐ |
| |Is it designed properly? | | ☐ | ☐ |
| |Is it of correct materials? | | ☐ | ☐ |
| 7. | Does the site plan contain all required information from the application checklist? | <i>except fire hydrant</i> | ☒ | ☐ |
| 8. | Is there adequate access and circulation? | | ☒ | ☐ |
| 9. | Is trash service located and screened? | <i>properly</i> | ☒ | ☐ |
| 10. | Are street names acceptable? | | ☐ | ☒ |
| 11. | Was the plan reviewed by a consultant?
(If so, attach copy of review.) | | ☐ | ☒ |
| 12. | Does the plan conform to the Master Park Plan? | | ☐ | ☒ |
| 13. | Are there any existing land features to be maintained?
(i.e., topography, trees, ponds, etc.) | | ☒ | ☐ |

Comments:

Landscaping

see attached

Building Codes

- | | | | | |
|----|-------------------------------------|-------|--------|-------|
| 1. | Do buildings meet fire codes? | _____ | _____ | _____ |
| 2. | Do signs conform to Sign Ordinance? | _____ | _____✓ | _____ |

Comments: *application has been made for variances*

Engineering

- | | | | | |
|-----|---|--------|--------|-------|
| 1. | Does plan conform to Thoroughfare Plan? | _____✓ | _____ | _____ |
| 2. | Do points of access align with adjacent ROW?
<i>need to show the bank</i> | _____ | _____ | _____ |
| 3. | Are the points of access properly spaced? | _____✓ | _____ | _____ |
| 4. | Are street improvements required? | _____ | _____✓ | _____ |
| 5. | Will escrowing of funds or construction of substandard roads be required? | _____ | _____✓ | _____ |
| 6. | Does plan conform with Floor Plain Regulations? | _____✓ | _____ | _____ |
| 7. | Is adequate fire protection present?
<i>unknown</i> | _____ | _____ | _____ |
| 8. | Are all utilities adequate? | _____✓ | _____ | _____ |
| 9. | Are adequate drainage facilities present? | _____ | _____ | _____ |
| 10. | Is there a facilities agreement on this site? | _____ | _____✓ | _____ |
| 11. | Are existing roads adequate for additional traffic to be generated? | _____✓ | _____ | _____ |
| 12. | Is the site part of a larger tract? Does the plan adversely impact development on remaining land? | _____ | _____✓ | _____ |
| 13. | Are access easements necessary? | _____✓ | _____ | _____ |

need to locate nearest fire hydrant

14. Are street and drive radii adequate? *need more drive* _____ ✓ _____
15. Have all required conditions been met? _____ _____ ✓
16. Is there a pro rata agreement on this site? _____ ✓ _____
17. Have all charges been paid? _____ _____ _____

Time Spent on Review

<u>Name</u>	<u>Date</u>	<u>Time Spent (hours)</u>
<i>Julie Loh</i>	<i>4/29</i>	<i>1 hr</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PLAT VACATION
ROCKWALL CHAMBER OF COMMERCE ADDITION
AND BILLY PEOPLES ADDITION NO. 2

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS: Foodmaker, Inc. is the owner of two tracts of land situated in the James Smith Survey, Abstract 200, City of Rockwall, Rockwall County, Texas, and being more particularly described as follows:
TRACT 1

All of the Rockwall Chamber of Commerce Addition, an addition to the City of Rockwall as recorded in Cabinet A, page 259, plat records, Rockwall County, Texas.

TRACT 2

All of the Billy Peoples Addition, No. 2, an addition to the City of Rockwall as recorded in Cabinet A, page 282, plat records, Rockwall County, Texas.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
THAT Foodmaker, Inc., being owner desires to and does Vacate all of the lots created by the above mentioned plats.

FOODMAKER, INC.

By:

THE STATE OF TEXAS]
COUNTY OF _____]

This instrument was acknowledged before me on the _____ day of _____, 1991, by _____, the _____ of _____, a _____ corporation, on behalf of said corporation.

Notary Public
My Commission Expires:_____

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
THAT the City of Rockwall does hereby abandon all streets, rights-of-way, and easements contained within the above mentioned plats and does "Quit Claim" any and all rights of ownership in same to Foodmaker, Inc.

RECOMMENDED FOR FINAL APPROVAL

_____ City Manager	_____ Date
-----------------------	---------------

APPROVED

_____ Chairman, Planning and Zoning Commission	_____ Date
--	---------------

I hereby certify that the above and foregoing instrument of Plat Vacation in the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 1991.

This approval shall be invalid unless the approved instrument for such Abandonment is recorded in the office of the County Clerk of Rockwall County, Texas, within one hundred twenty (120) days from said date of final approval.

WITNESS MY HAND, this _____ day of _____ 1991.

_____ Mayor, City of Rockwall	_____ City Secretary, City of Rockwall
----------------------------------	---



**A Division of
Foodmaker, Inc.**
Graystone Centre
3010 LBJ Freeway
Suite 1000, L.B. #47
Dallas, TX 75234-7704
214/247-8622

April 9, 1991

Ms. Julie Couch
City of Rockwall
205 W. Rusk
Rockwall, Texas 75087

Dear Ms. Couch,

We are requesting a variance from your standard signage criteria on height and square footage. We feel it is necessary for us to be able to do the volume required to make this a successful location.

We have flagged the sign at different heights and locations. We feel that in order to locate the sign at the rear of the property, out of the scenic overlay, with visibility from I-30, we will need a pole sign of 60' in height with a 12'x 12' face or 144 square feet.

We would like to place our 6' x 6' wall signs on 3 sides of the building which is our standard.

Your assistance in this matter is greatly appreciated.

Sincerely,

Mark W. Hall

JACK IN THE BOX DIVISION

Mark Hall
Construction Site Engineer

MH/mah

TRANSMITTAL LETTER

AIA DOCUMENT G810



Mayse & Associates Architects Inc.

14850 Quorum Drive

Suite 201

Dallas, Texas

75240

Phone

(214) 386-0338

PROJECT: JITB #3725
(name, address) Rockwall, Tx.

ARCHITECT'S
PROJECT NO: 9111

DATE: 4/19/91

TO: ☐ Foodmaker, Inc.
3010 LBJ Freeway
Dallas, Tx.

If enclosures are not as noted, please
inform us immediately.

If checked below, please:

☐ Acknowledge receipt of enclosures.
☐ Return enclosures to us.

ATTN: ☐ Mark Hall

WE TRANSMIT:

☒ herewith ☐ under separate cover via _____
☐ in accordance with your request _____

FOR YOUR:

☐ approval ☒ distribution to parties ☐ information
☐ review & comment ☐ record
☐ use ☐ _____

THE FOLLOWING:

☐ Drawings ☐ Shop Drawing Prints ☐ Samples
☐ Specifications ☐ Shop Drawing Reproducibles ☐ Product Literature
☐ Change Order ☐ _____

COPIES	DATE	REV. NO.	DESCRIPTION	ACTION CODE
9			Architectural Review Submittal	
1			8½ x 11 Mylar of Site Plan	
1			Application Form	

ACTION A. Action indicated on item transmitted
CODE B. No action required
C. For signature and return to this office

D. For signature and forwarding as noted below under REMARKS
E. See REMARKS below

REMARKS _____

COPIES TO:

(with enclosures)

☐
☐
☐
☐
☐

BY: Greg Daspit



A Division of
Foodmaker, Inc.
Graystone Centre
3010 LBJ Freeway
Suite 1000, L.B. #47
Dallas, TX 75234-7704
214/247-8622

L1210/5-91

May 14, 1991

Ms Julie Couch
City of Rockwall
205 W. Rusk
Rockwall, Tx.

RE: Sign Variance Request

Dear Julie,

With reference to my letter dated April 9, 1991 regarding the above, please modify our original request to read as follows; 45' OAH with a 144 square foot sign face or 12' x 12'.

Your assistance in modifying our request is most appreciated.

Sincerely,

JACK IN THE BOX

A handwritten signature in black ink, appearing to read "Mark Hall". The signature is written in a cursive, flowing style.

Mark Hall
Construction Site
Engineer

/dn

CITY OF ROCKWALL

205 WEST RUSK

ROCKWALL, TEXAS 75087

PHONE NUMBER: 214/771-7700

FAX NUMBER: 214/771-7727

DATE: May 21, 1991

NUMBER OF PAGES (INCLUDING COVER PAGE) 2

TO:

NAME: Mark Hall

COMPANY: Foodmaker, Inc.

FAX NUMBER: 247-5358

FROM: Julie Couch / Asst. City Manager

CITY OF ROCKWALL

MESSAGE (IF ANY):

Plat Vacation

IF YOU DID NOT RECEIVE ALL PAGES, PLEASE CONTACT FAX OPERATOR:

NAME: Hilda

THANK YOU.



CITY OF ROCKWALL

"THE NEW HORIZON"

Mr. Mark Hall
Jack in the Box
Foodmaker, Inc.
9330 Balboa Avenue
San Diego, CA 92123

3010 LBJ Freeway
Suite 1000 LB #47
Dallas, Tx 75234-7704

Dear Mr. Hall:

Your application and filing fee in the amount of \$120.00 have been received by this office for the site plan and final plat on FM-740. Your meeting schedule is as follows:

Architectural Review Board	May ⁷ 2, 1991	7:00 P.M.
Planning and Zoning Commission	May 9, 1991	7:30 P.M.
City Council	May 20, 1991	7:00 P.M.

The Architectural Review Board and Planning and Zoning Commission are recommending bodies. The City Council has final approval authority. It is important that your interests are represented at these meetings. A qualified representative should be present who can answer questions regarding the site plan, plat and building elevations at each meeting. Lack of representation will delay your approval process.

As you know, at the last meeting of the City Council, the Council instructed the staff to draft an amendment to the sign ordinance to provide for a variance mechanism to the area requirements. If that ordinance is approved on first reading, a second reading will take place on May 20th. Your variance request will be advertised for the meeting on May 20th.

Please feel free to call me if you have any questions.

Sincerely,

Mary Nichols
City Secretary

cc/Thomas C. Holland
Barta & Holland, Inc.
717 Lingco Suite 204
Richardson, TX 75081



CITY OF ROCKWALL

"THE NEW HORIZON"

May 23, 1991

Mark Hall
Foodmaker, Inc.
3010 LBJ Freeway
Suite 1000 LB#47
Dallas, Texas 75234

Dear Mr. Hall:

As you are aware the City Council has approved the site plan and final plat for the Jack in the Box site proposed on FM-740. The conditions included in the approval are as follows:

1. That a height bar be included over the drive thru.
2. That internal directional signage be added directing patrons to the I-30 access.
3. That Jack in the Box participate in the provision of a turn lane along FM-740.

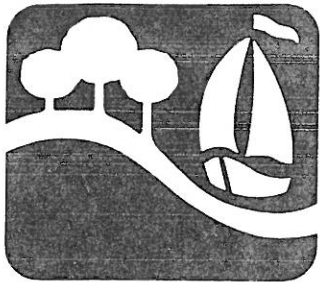
I should have more information for you in regard to the cost of your portion of the turn lane next week. Additionally, you were granted approval for a free standing sign as shown on the site plan up to a maximum of 40 feet in height and 144 sq. ft. in area.

Based upon the approvals granted by the City Council and the review of your building plans as submitted to the Inspection Department the City would be able to issue a building permit for your proposed building upon the submission of the required copies of the executed final plat. We would expect the escrow of the required funds for the turn lane upon formal notification from the City as to the amount. Should the turn lane not be constructed the funds could be returned to Foodmaker.

If you have any additional questions please don't hesitate to contact me.

Sincerely,

Julie Couch, Assistant City Manager



CITY OF ROCKWALL

"THE NEW HORIZON"

June 21, 1991

Mark Hall
Foodmaker, Inc.
9330 Balboa Avenue
San Diego, CA 92123

Re: Escrow for widening of FM-740

Dear Mr. Hall:

Per our telephone conversation regarding the required escrow for the construction of the turn lane on FM-740, we have estimated your share of the total cost to be \$5,000.00. We believe this to be a conservative estimate and anticipate that the actual cost should be less. We will not be able to develop more detailed costs until we are able obtain specific design standards from the state. If the cost is less or if the project is not constructed the City will reimburse your company the balance remaining or the full amount, if not used. This amount will need to be submitted to the City prior to the issuance of a building permit.

Additionally, we need to either amend the plat to reflect the cross access easement on your lot or prepare a separate document detailing the cross access easement.

If you have any questions regarding this matter please don't hesitate to contact me.

Sincerely,

Julie Couch
Assistant City Manager

91-17

**CITY OF ROCKWALL
Planning and Zoning Agenda**

Agenda Date: May 9, 1991

Agenda No: III. D.

Agenda Item: Discuss and Consider Approval of a Site Plan and Vacation and Final Plat for a Proposed Jack in the Box Restaurant to be Located on FM-740 South of I-30

Item Generated By: Applicant, Jack in the Box

Action Needed: Consider approval of the plat and site plan.

Background Information:

We have received a site plan and plat for the current Chamber of Commerce lot and the vacant lot to the north for a proposed restaurant site. The plat is necessary because the site is currently platted into two separate lots. the plat conforms to our requirements. The two existing plats also must be vacated.

The site plan also conforms to our requirements. The Architectural Review Board will not get an opportunity to review the plan until Tuesday night. We will forward their comments and recommendations to you on Wednesday.

Attachments:

1. Site Plan
1. Plat

Agenda Item: Jack in the Box Plat and Site Plan

Item No: III. D.

May 20, 1991

COPY

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

- d) **Ordinance No. 91-22** Amending the Sign Ordinance with Regard to Variance
Procedures for General Business Signs on second reading

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL
AMENDING ORDINANCE 84-61, THE SIGN ORDINANCE OF THE CITY;
AUTHORIZING CERTAIN VARIANCE REQUESTS FOR SIGN SIZE;
ESTABLISHING CONDITIONS, PROVIDING FOR A PENALTY OF FINE
NOT TO EXCEED TWO THOUSAND (\$2,000.00) FOR EACH DAY A
VIOLATION EXISTS; PROVIDING FOR A REPEALER CLAUSE;
PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN
EFFECTIVE DATE.

- e) **Ordinance No. 91-23** Amending the Food Service Ordinance on second reading

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ROCKWALL, TEXAS, AMENDING CHAPTER 12, FOOD AND FOOD
SERVICE ESTABLISHMENTS, OF THE ROCKWALL CODE OF
ORDINANCES; PROVIDING FOR CERTAIN DEFINITIONS; PROVIDING
FOR CERTAIN REQUIREMENTS FOR SEASONAL FOOD SERVICE;
PROVIDING FOR CERTAIN PERMIT FEES; PROVIDING FOR A
PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND
PROVIDING FOR AN EFFECTIVE DATE

- f) **Ordinance 91-19** Amending Requirements for Non-Emergency Helicopter
Landings on second reading

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ROCKWALL, TEXAS, AMENDING SECTION 2.5-1 OF THE ROCKWALL
CODE OF ORDINANCES; RESTRICTING AIRCRAFT OPERATIONS
WITHIN THE CITY; ESTABLISHING CONDITIONS; PROVIDING FOR A
PENALTY NOT TO EXCEED TWO THOUSAND (\$2,000.00) PER DAY;
PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A
REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

Luby pulled item e) from the Consent Agenda. Elkins pulled the minutes of April 15. Martin pulled the minutes of May 6th in order to abstain. Seligman made a motion to approve items b), c), d), and f). Luby seconded the motion. Upon reading of the ordinance captions, Elkins offered an amended motion to remove item f) to discuss proposed additional wording. Morochnick seconded the motion. The amendment was voted on and passed unanimously. The motion as amended was voted on and passed unanimously. Council was unable to consider the minutes of April 15 due to lack of a voting quorum present.

Regarding May 6th minutes, Miller offered a change stating with regard to gas, food, & lodging signage on I-30 referenced on line 140 that the following statement be inserted: "Mayor

5/20/91

dollars. Miller opened the public hearing and as there was no one present wishing to address this issue, the public hearing was closed.

PLANNING AND ZONING COMMISSION CHAIRMAN'S REPORT

Chairman Bill Sinclair discussed the four items on the Council agenda that had been considered by the Commission and outlined the Commission's recommendation on each.

INITIATION OF PUBLIC HEARINGS REGARDING PROPOSED AMENDMENT TO THOROUGHFARE PLAN SOUTH OF I-30

Traffic engineer John Reglin outlined recommended change to the thoroughfare plan adopted in 1984. He noted changes in the community's needs and discussed the development south of I-30 that had taken place since 1984 and was anticipated to take place in the near future. He explained that while the overall alignments followed the original plan, the proposed amendment made some modifications to specific alignments, some minor changes, and deletions. After Council discussion, Martin made a motion to initiate public hearings to consider the amendment. Elkins seconded the motion. The motion was voted on and passed unanimously.

P&Z 91-18-Z/PP. PUBLIC HEARING REGARDING ZONE CHANGE FROM "A" TO "SF-7", PRELIMINARY PLAT REQUEST FROM RAYMOND CAMERON AND ROSS RAMSEY FOR 60 ACRE TRACT ON MIMS ROAD SOUTH OF I-30

Assistant City Manager Julie Couch explained that the zone change requested was in conformance with the Comprehensive Land Use Plan and that most of the conditions for approval of the preliminary plat had been met by the applicants. Ross Ramsey discussed the location of the property and the need for single family housing south of I-30. He stated that all conditions recommended would be met. As there was no one else wishing to address this issue, the public hearing was closed. Seligman made a motion to approve an ordinance on first reading authorizing the change in zoning from "A" to "SF-7". Williams seconded the motion.

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROCKWALL AS HERETOFORE AMENDED SO AS TO GRANT A ZONING CHANGE ON A TRACT OF LAND MORE FULLY DESCRIBED HEREIN; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM "A" AGRICULTURAL "SF-7" SINGLE FAMILY; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Upon reading of the caption, the motion was voted on and passed unanimously. Regarding the plat, Couch outlined the conditions of the Commission as follows:

1. that a utility, grading, and drainage plan be submitted to and approved by the City Engineer prior to submission of the final plat

5/20/91

- 85 2. a determination by the City be made regarding the dedication of parkland or
escrow of parkland fees prior to the submission of the final plat
3. that the first cul-de-sac south of the 6 lane and parallel to Mims Road be reduced
in length and that the alley on the west side of the cul-de-sac access the street to
the west
- 190 4. in lieu of an alley behind lots that back up to Mims Road, a screening hedge shall
be provided and the developer will improve two lanes of Mims Road from the
service road of I-30 to the southern limit of the development

195 Williams made a motion to approve the preliminary plat subject to the four conditions above.
Seligman seconded the motion. The motion was voted on and passed unanimously.

200 **P&Z 91-17-SP/V/FP SITE PLAN, VACATION, REPLAT FOR JACK IN THE BOX AND
REQUEST FOR VARIANCE TO HEIGHT AND SIZE REQUIREMENTS OF THE SIGN
ORDINANCE**

205 Couch explained that under current requirements, a general business sign was allowed 20
feet in height and 60 square feet in area. She stated that the maximum freeway signage allowed
was 40 feet in height and 200 square feet in area and outlined the recommended conditions for
approval of the site plan and replat. Miller opened the public hearing and Mark Hall,
representing Jack in the Box showed Council a video tape of the site and requested a variance
to allow 45 feet in height and 144 feet in area. As there was no one else wishing to address this
issue the public hearing was closed. After Council discussion, Williams made a motion to
approve a variance to allow 40 feet in height and 144 square feet in area. Seligman seconded
the motion. The motion was voted on and passed unanimously.

Regarding the site plan, Williams made a motion to approve it with the following
conditions recommended by the Architectural Review Board:

- 215 1. that internal directional signage be added to direct patrons to the I-30 access
2. that a height bar be added to the drive-thru lane indicating maximum height of
vehicles allowed to pass
- 220 3. that the consideration of a turn lane in this section of FM-740 be included as a
part of the study being done on the south section of FM-740.

Luby seconded the motion. The motion was voted on and passed unanimously.

225 Williams then made a motion to approve the vacation/final plat. Elkins seconded the
motion. The motion was voted on and passed unanimously.

5/20/91

ACTION REGARDING PROPOSED ARCHITECTURAL REVIEW ORDINANCE AND RELATED MATTERS

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Seligman made a motion to instruct the staff to proceed no further with the architectural review ordinance process. Elkins seconded the motion. The motion was voted on and passed unanimously.

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Seligman then made a motion to instruct the staff to by second meeting in June, review and report on the goal and strategies that prompted the proposed ordinance. Morochnick seconded the motion. Williams recommended that the task force be created in order to allow business owner input as well as staff and Council input. The motion was voted on and passed with all in favor except Williams who was opposed.

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ALTERNATIVE ROUTE FOR IMPROVEMENTS TO SH-205

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John Reglin addressed Ross Ramsey's request that Clark Street be further studied using a relocation of Yellowjacket Lane as it extends east from SH-205. Reglin noted that even if Clark were improved to four lanes and a connection made to SH-205, the State's analysis stated that Clark would not carry enough traffic to reduce the lane requirements on SH-205 from six lanes. Council discussed the State's methodology for determining when a roadway required 4 lanes and when it required 6 lanes and discussed alternatives previously discussed by Council and presented to the State. Reglin did not recommend Council approve this request but did note the need for a final decision regarding the future of SH-205. After lengthy Council discussion, Elkins made a motion to take no action on the request based on the premise that the proposal had been previously discussed, presented to and rejected by the State. Luby seconded the motion. The motion was voted on and passed unanimously.

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TRAFFIC STUDY OF FM-740/FM-3097 INTERSECTION

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Couch suggested that as an alternative to several turn lanes along FM-740, that the City request a continuous turn lane from FM-3097 to the service road of I-30. She estimated the cost of the improvements at \$50,000 to construct the additional laneage necessary from Food Lion to FM-3097 and the section in front of the future Jack in the Box. She proposed that the City request that the State fund all or a portion of the cost. She explained that the paving existed in front of the Food Lion site and Food Lion would be required to pay their proportionate share for striping. She stated that Mark Hall of Jack in the Box had stated willingness to escrow their portion of the cost of improvements with the provision that should the store not be built, those funds would be refunded. After discussion regarding additional participation by other property owners, assessment of property owners based on enhancement, Seligman made a motion to 1) expand the continuous turn from FM-3097 to accommodate the shopping center, Food Lion, and Jack in the Box 2) require that Jack in the Box participate in the form of escrow that shall be refunded if the funds are not used, and 3) that Food Lion shall participate for their portion of the cost including striping. Elkins seconded the motion. Miller asked staff to continue their

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CITY OF ROCKWALL
City Council Agenda

Agenda Date: April 15, 1991

Agenda No: V. B.

Agenda Item: Appointment with Representative from Jack in the Box to Request Amendment to the Sign Ordinance to Allow a Variance Procedure for Size and Take Any Necessary Action

Item Generated By: Jack in the Box

Action Needed: Hear request and instruct staff to prepare an amendment if Council determines such action is appropriate.

Background Information:

The Jack in the Box company has been negotiating with the Chamber of Commerce to purchase their site. They have completed their negotiations and are ready to proceed with site planning and platting the property. Acquisition of the property by Jack in the Box is contingent upon building approval by the City. Jack in the Box has indicated that they are planning a store that will have freeway traffic and they must have a freeway size sign to compete with the surrounding businesses. They have indicated that if they are unable to construct the sign they feel they need the site will not be workable for them. The Chamber property does not have actual frontage on the service road and the maximum size sign they can have under the current ordinance is 20 feet in height and 60 sq. ft. in height. The Chamber site does have an access easement to the service road that will allow direct access into their site. The site is also located partially in the Overlay District and they plan to put the pole sign in the rear of the property closer to the service road so that it would be located outside of the district. The current ordinance does have procedures for variances to height and setbacks but not size.

They have indicated that they would need a sign 60 feet in height and they would like 144 sq. ft. in sign area. As a comparison, the McDonald's sign is 200 sq. ft. in area and 40 feet in height. Based on our discussions they would probably be willing to accept something less than what they are asking for, but they do feel that they need to compete with the other restaurants along the freeway.

The ordinance as it is currently drafted would not allow any increase in area. Jack in the Box will submit a variance request for the height but the only way a larger sign could be granted would be if the sign ordinance is amended to allow such a request. If the Council so instructs, staff will prepare an amendment in accordance with Council direction.

Attached you will find a letter outlining their request, a copy of their site plan showing where they would wish to put the pole sign and a copy of the elevations for the proposed sign.

Attachments:

1. Site Plan
2. Letter

Agenda Item: Jack in the Box

Item No: V. B.

MINUTES OF THE ROCKWALL CITY COUNCIL
May 6, 1991

CALL TO ORDER

Mayor Frank Miller called the meeting to order with the following Councilmembers present: David Elkins, Alma Williams, Pat Luby, Norm Seligman, outgoing Councilmember Nell Welborn, and incoming Councilmember Marty Morochnick. Gary Martin was absent. Mayor Miller led the invocation and pledge.

CANVASS OF VOTES

Mayor Miller appointed Welborn and Seligman as the canvassing board. After a brief recess, Seligman reported the totals as follows:

MAYOR	
Frank R. Miller	362
PLACE 1	
Pat Luby	318
PLACE 3	
David G. Elkins	326
PLACE 5	
Leo Kane	152
Marty Morochnick	266

RESOLUTION NO. 91-24 CANVASSING THE VOTES OF THE 1991 MUNICIPAL ELECTION

Welborn made a motion to approve the resolution. Luby seconded the motion. The motion was voted on and passed unanimously.

RESOLUTION NO 91-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, CANVASSING THE RETURNS, INCLUDING THE RETURNS OF ABSENTEE BALLOTS CAST IN CONNECTION THEREWITH, AND DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD MAY 6, 1989, FOR THE PURPOSE OF ELECTING A MAYOR AND COUNCILMEMBERS FOR PLACES ONE (1), THREE (3), AND FIVE (5) FOR TWO (2) YEARS EACH; AUTHORIZING ISSUANCE OF CERTIFICATES OF ELECTION; AUTHORIZING ISSUANCE OF CANVASS OF GENERAL MUNICIPAL ELECTION AND PROVIDING AN EFFECTIVE DATE.

SWEARING IN OF NEW COUNCILMEMBERS

City Secretary Mary Nichols administered the Oath of Office to Mayor Frank Miller. Mayor Miller administered the Oath of Office to the newly elected Councilmembers: David Elkins, Pat Luby, and Marty Morochnick.

50 **PRESENTATION TO OUTGOING COUNCILMEMBER NELL WELBORN**

Mayor Miller thanked Ms. Welborn for her service, dedication and contributions to the City Council for the six years that she served and presented her with a plaque of appreciation on behalf of the City Council.

55 **CONSENT AGENDA**

a) Minutes of April 15, 1991

60 b) **Ordinance No. 91-17** Authorizing a change in zoning from Light Industrial to Heavy Commercial on a tract of land located on SH-205 on second reading

ORDINANCE NO.91-17

65 AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROCKWALL AS HERETOFORE AMENDED SO AS TO GRANT A ZONING CHANGE ON A TRACT OF LAND MORE FULLY DESCRIBED HEREIN; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM "LI" LIGHT INDUSTRIAL TO "HC" HEAVY COMMERCIAL CLASSIFICATION; 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; AND PROVIDING FOR AN EFFECTIVE DATE.

70 c) **Ordinance on first reading adopting the 1991 Uniform Fire Code**

75 AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, ADOPTING THE NATIONAL FIRE CODE AND STANDARDS, 1991 EDITION, OF THE NATIONAL FIRE PROTECTION ASSOCIATION IN ITS ENTIRETY, SO AS TO PROVIDE FIRE SAFETY STANDARDS IN THE CONSTRUCTION AND REPAIR OF THE STRUCTURES WITHIN THE CITY OF ROCKWALL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE

80 Elkins pulled minutes of April 15th from Consent Agenda. Williams made a motion to approve the remaining two items. Seligman seconded the motion. Upon reading of the captions, the motion was voted on and passed with all in favor except Morochnick who abstained. Council was unable to consider the minutes of April 15th due to lack of a quorum of members present at that meeting.

85 **P&Z 91-12-CUP PUBLIC HEARING AND ORDINANCE (1ST READING) AUTHORIZING A CONDITIONAL USE PERMIT FOR A COMMERCIAL AMUSEMENT TO ALLOW MORE THAN FOUR GAMING DEVICES AT THE COURTHOUSE FITNESS CENTER**

90 Mayor Miller opened the public hearing and Jim Hunt, Courthouse Fitness Center, explained his request and answered questions of Council regarding the operation of video machines and his children's programs. As there was no one else wishing to address this issue, the public hearing was closed. Seligman made a motion to approve the ordinance authorizing

the Conditional Use Permit. Williams seconded the motion. Upon reading of the caption, the motion was voted on and passed unanimously.

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROCKWALL AS HERETOFORE AMENDED SO AS TO GRANT A CONDITIONAL USE PERMIT FOR A COMMERCIAL AMUSEMENT ON LOT 1, BLOCK A, ROCKWALL PLAZA ADDITION, FURTHER DESCRIBED HEREIN; 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.

LAKEFEST COMMITTEE REPORT

Judy Van Hemert, Chairman of the Lakefest Committee, reported on the variety of foods available and discussed the projected revenues and expenditures for Lakefest '91. Director of Parks and Recreation Rick Crowley explained the personnel that would be required for safety and security on the festival grounds and along the lakeshore. He answered questions of Council regarding provisions in the event of inclement weather. Connie Grimm outlined the schedule of events, the number of participants, performers, and businesses involved in the events. Elkins made a motion to accept the report and budget. Seligman seconded the motion. The motion was voted on and passed with all in favor except Williams who was out of the room.

FUNDING REQUEST FROM SENIOR CITIZEN NUTRITION CENTER

City Manager Bill Eisen explained that Mr. John Landfried, Hunt County/Rockwall County Committee on Aging, had requested the Council consider funding support for the Senior Citizen Nutrition Center. Mr. Landfried requested that the City Council provide financial support to the nutrition center which provided low cost meals and delivered meals to those seniors unable to leave their residences. He requested \$150/month for utilities and \$30/month for telephone service at the nutrition center. He answered questions of Council regarding expenditures and County contributions. Seligman made a motion to authorize the City Manager to negotiate and enter into a contract with the Senior Citizen Nutrition Center for a twelve month period not to exceed \$2200 with the ability to renew the contract at the end of that period. Luby seconded the motion. The motion was voted on and passed with all in favor except Williams who was out of the room.

APPOINTMENT WITH RYLANDER, CLAY, & OPITZ AND ACCEPTANCE OF THE 1989-1990 ANNUAL FINANCIAL REPORT

B.C. Hosch and Lynn Jones, representing Rylander, Clay, & Opitz, discussed the annual audit and highlighted the City's financial activity for the 1989-1990 fiscal year and answered questions of Council. Elkins made a motion to accept the 1989-1990 annual audit. Luby seconded the motion. The motion was voted on and passed unanimously with Williams out of the room.

CITY MANAGER'S REPORT

City Manager Bill Eisen updated Council on the status of the selection of a new Police Chief, the agreement of the State Department of Highways and Public Transportation to place ~~(of)~~ a "Food, Gas, Lodging" sign at I-30 westbound prior to SH-205, the status of the ETJ release request to Garland, an upcoming Mayors and Councilmembers workshop, and discussed the renegotiation of both the Lone Star Gas and Southwestern Bell franchise agreements. Alma Williams rejoined the meeting during this report.

P&Z 91-16-FP FINAL PLAT FOR A PORTION OF THE F & M ADDITION ON AUSTIN STREET

Julie Couch outlined the application and Dennis Anderson, the applicant, was present to answer questions of Council. Seligman made a motion to approve the final plat. Williams seconded the motion. The motion was voted on and passed unanimously.

ORDINANCE (1ST READING) AMENDING THE SIGN ORDINANCE REGARDING GENERAL BUSINESS SIGNAGE IN RELATIONSHIP TO I-30

Couch explained that the amendment would permit a variance request for the size of a general business sign only under the following conditions:

1. that the location of the sign be within 200 feet of the I-30 right of way, the same distance of the exclusion of the Scenic Overlay District
2. that no sign could exceed 200 square feet, the maximum currently allowed along the Interstate
3. that the sign could only be for uses selling gas, food, or lodging services
4. that requests could only be filed for general business signs, not other types of signs.

Mark Hall, representing Jack-in-the Box/ Foodmaker, Inc., addressed the council and presented a video recording to the Council demonstrating the visibility hardship of a 60 square foot sign displayed at a 45 foot height and the same size sign displayed at a 40 foot height. The Mayor pointed out that the proposed ordinance amendment did not address the issue of height. Mr. Hall stated that his company's request was that the ordinance be amended such that a 10' by 10' sign for their establishment would be allowed. He stated that the company had originally requested a 12' by 12' sign but had downscaled the size after flagging the site a second time. Debi Newsome, also representing Jack in the Box, answered questions of Council and stated that Jack in the Box had been aware of the sign and Scenic Overlay requirements, but had made only preliminary arrangements for location on the site pending approval of their applications. After lengthy discussion, Williams made a motion ~~(that)~~ to approve the ordinance amending the sign ordinance to allow a variance procedure for the size of general business signs, as drafted, within

200 feet of the Interstate. Luby seconded the motion. Upon reading of the caption and additional discussion, the motion was voted on and passed unanimously.

ORDINANCE (1ST READING) AMENDING THE FOOD SERVICE ORDINANCE

Julie Couch explained that the amendment proposed would allow seasonal uses such as the snow cone stand previously approved by Council (on first reading) for longer than 14 days. She explained that the amendment allowed exemption from certain requirements such as connection to city water and sewer service. Luby stated objection to the ordinance as it provided for additional temporary uses that might compete with existing local businesses. After much discussion regarding seasonal uses, masonry requirements and the CUP process, Seligman made a motion to approve the ordinance on first reading. Williams seconded the motion. Upon reading of the caption, the motion was voted on and passed with all in favor except Miller and Luby who were opposed.

ORDINANCE NO. 91-18 AUTHORIZING A CONDITIONAL USE PERMIT FOR A STRUCTURE WITH LESS THAN 90% EXTERIOR MASONRY FACADE FOR A SNOW CONE STAND ON SH-205

Williams made a motion to approve the ordinance on second reading. Elkins seconded the motion. Upon reading of the caption, Seligman made a motion to amend the ordinance so that the CUP would be limited to not more than 6 months out of each year. Elkins seconded the motion. The amendment was voted on and passed unanimously. The motion as amended was voted on and passed unanimously.

ORDINANCE NO. 91-18

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROCKWALL AS HERETOFORE AMENDED SO AS TO GRANT A CONDITIONAL USE PERMIT FOR A STRUCTURE WITH LESS THAN 90 PERCENT EXTERIOR MASONRY FACADE ON THE PROPERTY DESCRIBED HEREIN; 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.

REPORT ON LANDFILL CONDITIONS

City Manager Bill Eisen then reported on current conditions at the City landfill. He noted that the landfill pit was filled to capacity and operations at the landfill had been stopped. He explained that the City had temporarily activated a contract provision of the franchise agreement with Laidlaw Waste Systems requiring the franchise to transport garbage to the NTMWD landfill in Murphy at a cost of \$1.00 per month per residential customer and 35% of commercial payments which would not result in an increase to City customers. Eisen then introduced Terry Millican with Freeman-Millican Engineers, who conducted a sanitary landfill evaluation for the City to establish the cost of operation of the landfill under current circumstances.

Eisen indicated that the report stated that under the terms of the transporting portion of the franchise agreement, the estimate for transporting to NTMWD was \$9.80 per ton but that disposal at the City landfill, if a new pit was excavated and lined, would be \$32.69 per ton.

230 Eisen recommended that the City sell the landfill facility and proposed that the City distribute Requests for Proposals (RFP's) for the sale. He recommended that the City continue the arrangement with NTMWD and begin the process of appraisal. He noted two problems related to the sale of the landfill: problems for commercial haulers and garbage being hauled from outside of the county to the landfill.

235 Elkins made a motion that the City continue the arrangement for hauling with Laidlaw to transport garbage to the NTMWD landfill. Morochnick seconded the motion. The motion was voted on and passed unanimously.

240 Elkins then made a motion to cease operations completely at the City's current landfill. Luby seconded the motion. The motion was voted on and passed unanimously.

245 After additional discussion regarding the positive and negative effects of a landfill sale, Elkins made a motion to instruct the staff to advertise RFP's for the sale of the City landfill using the request for proposals submitted by the City staff. Seligman seconded the motion. The motion was voted on and passed unanimously.

ORDINANCE (1ST READING) AMENDING REQUIREMENTS FOR HELICOPTER LANDINGS WITHIN THE CITY

250 Eisen reviewed the changes made in the draft from the original amendment presented to Council at the last meeting including:

1. that the authorizing official was changed from "Chief of Police" to "City Manager or his designee"
- 255 2. that the section on pilots license had been revised to valid pilots license with a Rotocraft-Helicopter rating card
- 260 3. adding Section D(4) to define and restrict the reason for the granting of a temporary landing permit to community, educational or newsreporting activities.

265 After discussion, Elkins made a motion to approve the ordinance on first reading. Seligman seconded the motion. Upon reading of the caption, the motion was voted on and passed unanimously.

AWARD OF BID FOR PAVING IMPROVEMENTS TO THE BOAT RAMP

270 Seligman made a motion to approve the low bid as recommended to J.R.J. Paving, Inc. of Dallas in the amount of \$97,379.53. Luby seconded the motion. The motion was voted on and passed unanimously.

BID TABULATION	
J.R.J. Paving, Inc. / Dallas	\$ 97,379.53

J.O. Richey / Rockwall	\$118,537.00
APAC-Texas, Inc. / Dallas	\$136,244.90

75

CURRENT DRAINAGE CONDITIONS

280

Eisen presented a brief report on areas of the City suffering drainage problems and proposed that the City initiate a procedure to identify property-damaging drainage problems in the City, with the purpose being development of a plan for city ~~(action)~~ action to resolve drainage problems, and that the Council instruct the staff to begin development of criteria for prioritizing drainage problems to be identified.

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Ron Radcliff and Ron Minth, residents experiencing problems, addressed Council. They requested that Council not consider quick fixes but look at long range improvements.

290

Elkins made a motion that the City Staff proceed with identification of drainage problems and development of criteria for prioritization. Luby seconded the motion. The motion was voted on and passed unanimously.

PENDING LEGISLATION REGARDING SB-179

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Eisen recommended that Council authorize him to write a letter to state representatives expressing support for the bill that would require all parties or substantial participating parties that are participants in a Public Utility Commission case or dispute consent to the terms of any settlement of a case by stipulation, agreement or consent. Seligman made a motion to authorize the letters in support of SB-179. Elkins seconded the motion. The motion was voted on and passed unanimously.

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IMPROVEMENTS TO RALPH M. HALL/ROCKWALL MUNICIPAL AIRPORT

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Council considered approval of expenditures requested by the Fixed Based Operator (FBO) for improvements at the airport. The City staff recommended that expenditures totaling \$3,149.00 be approved as requested with the stipulation that amounts be subject to verification through presentation of invoices. Williams made a motion to approve the recommendation. Elkins seconded the motion. The motion was voted on and passed unanimously.

EXECUTIVE SESSION

310

Council adjourned into Executive Session at 10:43 P.M. under Article 6252-17 V.A.C.S. to discuss:

- a) Land Acquisition: Right of Way Acquisition
- b) Personnel: Appointment of COG Representative

315 Council reconvened into regular session at 11:15 P.M. and upon motion duly made and
seconded, Williams was nominated by the Council to serve on the North Texas Council of
Governments Board.

ADJOURNMENT

320

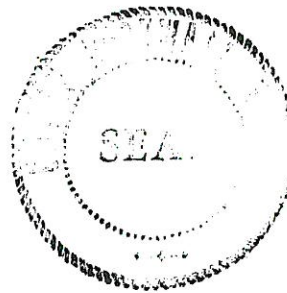
As there was no further business to come before the Council for consideration, the
meeting adjourned.

325

Jack R. Miller
APPROVED

Mary Nichols
ATTEST

330



CITY OF ROCKWALL
City Council Agenda

Agenda Date: May 20, 1991

Agenda No: V.F.

Agenda Item: Hold Public Hearing and Consider Approval of a Request from Foodmaker, Inc. for a Variance to the Height and Size Requirements of the Sign ordinance for a General Business Sign, and Consider Approval of a Site Plan, Vacation and Final Plat for a Jack in the Box Restaurant on FM-740

Item Generated By: Applicant, Jack in the Box

Action Needed: Hold public hearing and take any necessary action.

Background Information:

The Council will be considering action on a number of items in conjunction with the Jack in the Box location. In addition to the sign variance requests that are to be discussed the Council will also be considering the site plan, and final plat for the site. Our comments in regard to the items to be considered are as follows:

Sign Variances

With the amendment to the sign ordinance the Council can consider their requests for a taller and larger sign. The current maximum height and size is 20 feet and 60 sq. ft. They are asking for a sign 45 feet in height and 144 sq. ft. in area. They believe this is the signage they need to compete as a freeway site. The maximum height and size for freeway signage is 40 feet and 200 sq. ft. The sign is to be located at the rear of the property as shown on the attached site plan. They will have their video at the meeting Monday night.

Plat

The site is currently platted into two lots. They are proposing to vacate the two existing lots and replat the entire site into one lot. The vacation and final plat was recommended for approval by the Commission with the condition that a cross access easement be added to the plat adjacent to the Roadrunner cross access.

Site Plan

The site plan as submitted conforms to the City's requirements. The Planning and Zoning Commission recommended approval of the site plan with the condition that any recommendations of the Architectural Review Board be considered by the Council. The Commission reviewed the plan prior to the Board reviewing it. The Board reviewed the plan this week and recommended that the site plan be approved with the following conditions:

1. That internal directional signage be added to direct patrons to the I-30 access.
2. That a Height bar be added to the drive thru lane.
3. That the Council give consideration to the inclusion of a turn lane in this section of FM-740 as a part of the study being done on the south section of FM-740.

Attachments:

1. Plat
2. Site Plan

Agenda Item: Jack in the Box

Item No: V. F.

COPY

ORDINANCE NO. 91-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL AMENDING ORDINANCE 84-61, THE SIGN ORDINANCE OF THE CITY, AUTHORIZING CERTAIN VARIANCE REQUESTS FOR SIGN SIZE, ESTABLISHING CONDITIONS, PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND (\$2,000.00) FOR EACH DAY A VIOLATION EXISTS; PROVIDING FOR A REPEALER CLAUSE, PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That Section II F.1. of Ordinance 84-61 is hereby amended by adding a new subsection c. to hereafter read as follows:

- "c. Size of permitted general business signs for uses primarily involved in sale of gas or food, or lodging services when compliance with the established size restrictions would create a hardship and only when the following criteria are met:
- i. The proposed location for the sign shall be within 200 feet of the I-30 Right-of-Way
 - ii. No sign shall exceed 200 square feet in area"

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

Section 3. That all ordinances of the City of Rockwall in conflict with the provisions of this be and the same are hereby repealed, and all other ordinances of the City of Rockwall not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

COPY

Section 5. That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such case provides.

DULY PASSED AND APPROVED this 20th day of May 1990.

APPROVED:


Mayor

ATTEST:

BY 

1st reading 5/6/91

2nd reading 5/20/91

PUBLIC NOTICE

The City Council of the City of Rockwall will hold a public hearing on Monday, May 20, 1991 at 7:00 p.m. in the City Hall, 205 West Rusk, Rockwall, Texas, 75087, to consider a request for certain variances to the height and size requirements of the comprehensive sign ordinance for a proposed sign to be located on a tract adjacent to FM-740 south of I-30 more particularly described as Lot 1, Block A, Chamber of Commerce Addition, and Lot 1, Block A, Billy Peoples No. 2 Addition.