



AGENDA

ROCKWALL CITY COUNCIL MEETING

Monday, August 17, 2026 - 5:00 PM

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

I. Call Public Meeting to Order

II. Executive Session

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

- 1.** Discussion regarding (re)appointments to city regulatory boards and commissions, including interview(s), pursuant to Section §551.074 (Personnel Matters)
- 2.** Discussion regarding Economic Development prospects, projects, and/or incentives, pursuant to §Section 551.087 (Economic Development)
- 3.** Discussion regarding contract between City of Rockwall and Blackland Water Supply Corp., pursuant to §551.071 (Consultation with Attorney)
- 4.** Discussion regarding terms of contract for law enforcement services, pursuant to Section §551.071 (Consultation with Attorney)

III. Adjourn Executive Session

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

V. Invocation and Pledge of Allegiance - Councilmember Hagaman

VI. Appointment Items

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

VII. Open Forum

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

VIII. Take Any Action as a Result of Executive Session

IX. Consent Agenda

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

1. Consider approval of the minutes from the August 3, 2026, city council meeting, and take any action necessary.
2. **22026-031** - Consider a request by Laura Baggett of Laura Juarez Baggett Studio, PLLC on behalf of Johnathan and Key-Lee Ogle for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on two (2) parcels of land being a 0.287-acre tract of land identified as Lots 1 & 2, Block A, Turtle Cove, Phase 3 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 2 (PD-2) for *Single-Family Detached* land uses, addressed as 931 & 935 Lexington Drive, and take any action necessary **(2nd Reading)**.
3. **22026-032** - Consider a request by Ron Hawkins for the approval of an **ordinance** for a Specific Use Permit (SUP) for Banquet Facility/Event Hall in conjunction with an existing Garden Supply/Plant Nursery on a 9.9398-acre tract of land identified as Tract 3 of the J. H. Bailey Survey, Abstract No. 34, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the SH-276 Overlay (SH-276 OV) District, addressed as 4571 SH-276, and take any action necessary **(2nd Reading)**.
4. **22026-034** - Consider a request by Bradley Stannard of Legendary Outdoor Solutions on behalf of Wade Stelzer for the approval of an **ordinance** for a Specific Use Permit (SUP) for Detached Garage on a one (1) acre parcel of land identified as Lot 18, Block A, Saddlebrook Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, addressed as 2368 Saddlebrook Lane, and take any action necessary **(2nd Reading)**.
5. Consider approval of a resolution denying the application of Si Energy Gas, LLC to change rates within the City of Rockwall; authorizing Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to intervene and negotiate with Si Energy Gas, LLC on the City's behalf, and take any action necessary.
6. **MIS2026-016** - Consider a request by Brad Bassett for the approval of a Miscellaneous Case for an *Alternative Tree Mitigation Settlement Agreement* for a 13.92-acre tract of land identified as a portion of Lot 1, Block A, Park Station Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 87 (PD-87) for General Retail (GR) District land uses, located on the southside of E. Washington Street east of the intersection of E. Washington Street and Park Place Boulevard, and take any action necessary.
7. Consider authorizing the City Manager to execute an amendment to the Animal Shelter and Adoption Services Agreement between the City of Rockwall and the Rockwall Adoption Center (RAC), and take any action necessary.

X. Public Hearing Items

If you would like to speak regarding an item listed below, please turn in a (yellow) "Request to Address City Council" form to the City Secretary either before the meeting or as you approach the podium. The Mayor or Mayor Pro Tem will call upon you to come forth at the proper time. Please limit your comments to no more than three minutes.

1. Hold a public hearing to discuss and consider approval of an **ordinance** authorizing the City of Rockwall's participation in the TX Enterprise Zone Program pursuant to the TX Enterprise Zone Act, Ch. 2303 of the TX Government Code; providing tax incentives, designating the City Manager as liaison, nominating Channell Commercial Corporation to the Office of the Governor Economic Development and Tourism through the Economic Development Bank as a TX Enterprise Program, and take any action necessary. **(1st reading)**
2. **Z2026-038** - Hold a public hearing to discuss and consider a request by Matt Benedetto on behalf Steven Stanley for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill Adjacent to an Established Subdivision* for the purpose of constructing a single-family home on a 0.637-acre parcel of land identified as Lot 5, Block A, Las Primeras Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 521 Renfro Street, and take any action necessary **(1st Reading)**.
3. **Z2026-039** - Hold a public hearing to discuss and consider a request by Aravind Kanumuru for the approval of an **ordinance** for a Zoning Change from Agricultural (AG) District to Single-Family 16 (SF-16) District for a 0.79-acre parcel of land identified as Tract 6 of the E. M. Elliott Survey, Abstract No. 77, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 516 N. Stodghill Road, and take any action necessary **(1st Reading)**.
4. **Z2026-040** - Hold a public hearing to discuss and consider a request by Seth and Lacy Blanck for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.133-acre parcel of land identified as Block 16 of the Amick Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, situated within the SH-66 Overlay (SH-66 OV) District, addressed as 401 N. Alamo Road, and take any action necessary **(1st Reading)**.
5. **Z2026-041** - Hold a public hearing to discuss and consider a request by Alex Flores for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.1650-acre parcel of land identified as Lot 1232 of the Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 248 Russell Drive, and take any action necessary **(1st Reading)**.
6. **Z2026-042** - Hold a public hearing to discuss and consider a request by Jim Freeman and Jenna Lee of Alterra IOS Acquisitions, LLC on behalf of Tommy Truluck of EPES Transport Systems, LLC for the approval of an **ordinance** for a Zoning Change from Heavy Commercial (HC) and Commercial (C) Districts to a Heavy Commercial (HC) District for a five (5) acre tract of land identified as Tract 2-01 of the J .R. Johnson Survey, Abstract No. 128, City of Rockwall, Rockwall County, Texas, zoned Heavy Commercial (HC) and Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, addressed as 2890 S. Goliad Street [SH-205], and take any action necessary **(1st Reading)**.
7. **Z2026-043** - Hold a public hearing to discuss and consider a request by James Roland on behalf Leon and Gracie Walker for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.651-acre parcel of land identified as Lot 17 of the Maytona Ranch Estates Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, addressed as 1204 Marilyn Jayne Lane, and take any action necessary **(1st Reading)**.

8. **22026-044** - Hold a public hearing to discuss and consider a request by Raul Suarez on behalf of Violet Harrington of RERV, LLC for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.30-acre parcel of land identified as Lot 27 of the Canup Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, situated within the SH-205 Overlay (SH-205 OV) District and the Southside Residential Neighborhood Overlay (SRO) District, generally located at the southeast corner of the intersection of Dickey Street and Sam Buffington Street, and take any action necessary **(1st Reading)**.
9. **22026-045** - Hold a public hearing to discuss and consider a request by Logan Lindsley of Kimley-Horn and Associates, Inc. on behalf of Kelly Cannell of JWS Land, LTD for the approval of an **ordinance** for a Specific Use Permit (SUP) for a *Medical Office Building that Exceeds 25,000 SF in a General Retail (GR) District* on a 5.1527-acre parcel of land identified as Tract 4-26 of the E. Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses, generally located at the southeast corner of the intersection of Medical Drive and Horizon Road [*i.e. FM-3097*], and take any action necessary **(1st Reading)**.
10. **22026-046** - Hold a public hearing to discuss and consider a request by Pascual Mojica on behalf of Robert Wheeler for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.2548-acre parcel of land identified as Lot 748A of the Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 176 Diana Drive, and take any action necessary **(1st Reading)**.
11. **22026-047** - Hold a public hearing to discuss and consider a request by Pascual Mojica on behalf of Robert Wheeler for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.2548-acre parcel of land identified as Lot 747A of the Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 184 Diana Drive, and take any action necessary **(1st Reading)**.

XI. Action Items

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

1. **P2026-026** - Discuss and consider a request by Mike Peoples on behalf of Donnie Peoples for the approval of a Replat for Lots 9, 10, & 11, Block A, J. D. Crocker Addition being a 3.721-acre tract of land identified as Lot 1, Block A, J. D. Crocker Addition, City of Rockwall, Rockwall County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), addressed as 207 Peoples Lane, and take any action necessary.
2. Discuss and consider a request from Muhammad Zafar on behalf of Bobo's Appliances seeking approval of a variance to the city's sign ordinance for excess wall signage for the property located at 1107 Ridge Road suite B, and take any action necessary.
3. Discuss and consider approval of an **ordinance** authorizing the issuance and sale of City of Rockwall, Texas General Obligation Refunding and Improvement Bonds, Series 2026; establishing procedures and delegating authority for the sale and delivery of the bonds; providing an effective date, and enacting other provisions relating to the subject.

4. Discuss and consider adoption of an **ordinance** authorizing the issuance of City of Rockwall, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation; establishing procedures and delegating authority for the sale and delivery of the certificates; providing an effective date; and enacting other provisions relating to the subject.
5. Discuss and consider approval of a resolution approving a resolution of the Rockwall Economic Development Corporation (REDC) authorizing the issuance of the Corporation's Sales Tax Revenue Bonds; confirming a sales tax collection resolution; and enacting other provisions relating to the subject.
6. Discuss and consider approval of a resolution directing the defeasance and/or redemption of certain outstanding City of Rockwall, Texas debt obligations on one or more occasions; appointing an authorized officer and delegating to the authorized officer the authority to make all determinations required to effectuate such defeasance and/or redemption; and enacting other provisions relating to the subject.

XII. Adjournment

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

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

I, Kristy Teague, City Secretary for the City of Rockwall, Texas, do hereby certify that this Agenda was posted at City Hall, in a place readily accessible to the general public at all times, on the 11th day of August, 2026 at 5 PM and remained so posted for at least three business days before the scheduled time of said meeting.

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

Date Removed



MINUTES

ROCKWALL CITY COUNCIL MEETING

Monday, August 3, 2026 - 5:00 PM

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

I. Call Public Meeting to Order

Mayor McCallum called the meeting to order at 5:00 p.m. Present were Mayor Tim McCallum, Mayor Pro Tem Mark Moeller and Councilmembers John Hagaman, Melba Jeffus, Richard Henson, Anna Cambell, and Dennis Lewis. Also present were City Manager Mary Smith, Assistant City Manager Joey Boyd, and City Attorney Frank Garza. The mayor then read the below-listed discussion items into the record before recessing the public meeting to go into Executive Session at 5:01 p.m.

II. Executive Session

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

1. Discussion regarding possible sale/purchase/lease of real property on State Highway 66 and in the vicinity of downtown and Boydstun Ave., pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
2. Discussion regarding (re)appointments to city regulatory boards and commissions, pursuant to Section §551.074 (Personnel Matters)
3. Discussion regarding land acquisitions within the city limits and/or its extraterritorial jurisdiction (ETJ), pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney)

III. Adjourn Executive Session

Council adjourned from Ex. Session at 5:57 p.m.

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

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

V. Invocation and Pledge of Allegiance - Pastor David Goodacre, New Caldonia Baptist Church

Pastor David Goodacre delivered the invocation and led the two pledges.

VI. Appointment Items

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

David Schoen, Vice-Chair of the P&Z Commission, came forth and briefed the Council on recommendations of the Commission regarding planning-related items on tonight's meeting agenda. Council took no action

following Mr. Schoen's briefing. The mayor thanked Mr. Schoen and the Planning & Zoning Commission for all the efforts, hard work and assistance regarding the review of the city's Comprehensive Plan.

VII. Open Forum

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

VIII. Take Any Action as a Result of Executive Session

Mayor Pro Tem Moeller made a motion to approve a resolution authorizing the REDC (Rockwall Economic Development Corporation) to purchase property in the ETJ (Extraterritorial Jurisdiction). Mayor McCallum seconded the motion, which passed by a vote of 7 ayes to 0 nays.

Mayor Pro Tem Moeller then made a motion to make the following appointments to city boards and commissions:

- appoint James Pulatie and Jason Bietendorf to the Planning & Zoning Commission (replacing Dr. Jean Conway (terming out) and Carin Brock (did not desire reappointment) (for terms to run through August of 2029);
- appoint Kate Wilke and Patti Muggeo to the Architectural Review Board (to replace Wes Dalton and Dennis Kirkpatrick) (for two year terms to run through August of 2028);
- appoint Jeanine Wittig, placing her as a voting member on the Board of Adjustments (for a two-year term to run through August of 2028) (replacing Eric Smith)
- appoint Julie Spokes-Owen to the Historical Preservation Board (HSAB) (to replace Tiffany Miller, who has termed out) (for a two-year term to run through August of 2028).

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

Mayor Pro Tem Moeller then moved to make the following reappointments to city boards and commissions:

- reappoint Gary Freeman and Herman Hudson to the Animal Advisory Board for an additional two-year term to run through August of 2028.

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

Mayor McCallum then moved to make the following reappointments:

- reappoint Kevin Hadawi and Robert McAngus to the Architectural Review Board, each for an additional two-year term to run through August of 2028.
- reappoint Haydon Frasier to the Historic Preservation Advisory Board for an additional two-year term to run through August of 2028.
- reappoint Jake Wimpee, Mike McEwen and Marcia Hasenyager to the Park Board, each for an additional two-year term to run through August of 2028.
- reappoint Galen Hilliard and Ellis Bentley to the Planning & Zoning Commission, each for an additional (three-year) term (expiring August 2029).

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

IX. Consent Agenda

1. Consider approval of the minutes from the July 20, 2026 city council meeting, and take any action necessary.
2. **Z2026-030** - Consider the adoption of an **ordinance** for the *2026 Update* to the OURHometown Vision 2040 Comprehensive Plan, and take any action necessary **(2nd Reading)**.
3. **Z2026-033** - Consider the approval of an **ordinance** for a Text Amendment to Article 04, *Permissible Uses*, and Article 13, *Definitions*, of the Unified Development Code (UDC) for the purpose of adding *Manufactured Housing* as a permitted land use in the Single-Family Estate 4.0 (SFE-4.0) District, and take any action necessary **(2nd Reading)**.
4. **Z2026-035** - Consider a request by Ernesto Mario Castro on behalf Gloria Briseño for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.1430-acre parcel of land identified as Lot 9, Block G, Northshore #1 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 210 Alta Vista Drive, and take any action necessary **(2nd Reading)**.
5. **Z2026-036** - Consider a request by Antonio Tello of Tello's Creations, LLC for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.1650-acre parcel of land identified as Lot 884A of the Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 353 Blanche Drive, and take any action necessary **(2nd Reading)**.
6. **Z2026-037** - Consider a request by Eric Little of CPIV-354 Ranch Trail for the approval of an **ordinance** for a Zoning Change to amend Planned Development District 46 (PD-46) [*Ordinance No. 25-12*] being a 47.37-acre tract of land situated within the J. A. Ramsey Survey, Abstract No. 186, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 46 (PD-46) for Commercial (C) District land uses, situated within the SH-276 Overlay (SH-276 OV) District, generally located at the northeast corner of Corporate Crossing and SH-276, and take any action necessary **(2nd Reading)**.
7. Consider authorizing the City Manager to execute a professional engineering services contract with Lamb-Star Engineering, LLC. to perform the engineering design services and specifications for the Village Drive Bridge Reconstruction Project in an amount not to exceed \$1,199,983.64, to be paid for by 2018 Street Bond funds, and take any action necessary.
8. **P2026-025** - Consider a request by Grayson Hughes of Sutherland King Consulting, LLC on behalf of Felix Tan of Ridgeview Church for the approval of a Replat for Lot 30 of the Skyview Country Estate No. 3 Addition being a 6.156-acre parcel of land identified as Lot 29 of the Skyview Country Estate No. 3 Addition, City of Rockwall, Rockwall County, Texas, zoned General Retail (GR) District, addressed as 1362 FM-552, and take any action necessary.
9. **P2026-027** - Consider a request by April and Lisa Ross of Burns Surveying on behalf of Timothy Burns of Burns Summit, LLC for the approval of a Final Plat for Lot 1, Block D, Harbor Summit Addition being a 2.365-acre tract of land identified as Lot 5, Block A, George Morton Estate Addition; Lots 1 & 2 and a portion of Lots 3 & 4, Block 12, George Morton Addition; and Lot 1, Block D, Harbor District Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 32 (PD-32),

generally located at the northeast corner of the intersection of Sunset Ridge Drive and Summer Lee Drive, and take any action necessary.

10. Consider approval of an **ordinance** approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the 2026 Rate Review Mechanism filing, adopting tariffs as part of the settlement, and take any action necessary.

Councilmember Lewis moved to approve the entire Consent Agenda (#s 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10). Mayor Pro Tem Moeller seconded the motion. The ordinance captions were then read as follows:

ORDINANCE NO. 26-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE OURHOMETOWN VISION 2040 COMPREHENSIVE PLAN IN ACCORDANCE WITH THE CITY'S HOME RULE CHARTER.

ORDINANCE NO. 26-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING ARTICLE 04, *PERMISSIBLE USES*, AND ARTICLE 13, *DEFINITIONS*, AS DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE NO. 26-33
SPECIFIC USE PERMIT NO. S-404**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.1430-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 9, BLOCK G, NORTHSORE #1 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE NO. 26-34
SPECIFIC USE PERMIT NO. S-405**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 75 (PD-75) [*ORDINANCE NO. 16-01*] AND THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION TO ALLOW THE CONSTRUCTION OF A

SINGLE-FAMILY HOME ON A 0.1650-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 884-A OF THE ROCKWALL LAKE ESTATES #2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 26-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS AMENDING PLANNED DEVELOPMENT DISTRICT 46 (PD-46) [*ORDINANCE NO. 25-12*] AND THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, FOR THE PURPOSE OF AMENDING PLANNED DEVELOPMENT DISTRICT 46 (PD-46), BEING A 47.37-ACRE TRACT OF LAND SITUATED WITHIN THE J. A. RAMSEY SURVEY, ABSTRACT NO. 186, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED AND DEPICTED HEREIN BY *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF A 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.

ORDINANCE NO. 26-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2026 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

The motion to approve the entire Consent Agenda passed by a vote of 7 ayes to 0 nays.

X. Public Hearing Items

1. **Z2026-031** - Hold a public hearing to discuss and consider a request by Laura Baggett of Laura Juarez Baggett Studio, PLLC on behalf of Johnathan and Key-Lee Ogle for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on two (2) parcels of land being a 0.287-acre tract of land identified as Lots 1 & 2, Block A, Turtle Cove, Phase 3 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 2 (PD-2) for *Single-Family Detached* land uses, addressed as 931 & 935 Lexington Drive, and take any action necessary (**1st Reading**).

Planning Director, Ryan Miller, provided background information on this agenda item. The subject property was annexed into the City of Rockwall on November 7, 1960 by *Ordinance No. 60-04*. Eventually, the Turtle Cove Subdivision was established. On October 18, 1999, the City Council approved a Final Plat [*i.e. PZ2000-111-01*] establishing this particular subject property as Lots 1 & 2, Block A, Turtle Cove, Phase 3 Addition. According to Rockwall Central Appraisal District (RCAD), there is currently a 4,800 SF single-family home that was constructed in 2000 at 931 Lexington Drive and a 3,871 SF single-family home that was constructed in 2003 at 935 Lexington Drive. The applicant in this case is proposing to demolish the two existing homes, combine the two lots into one lot and construct a new, 4,864 square foot, two-story, single-family home at this location. Council is being asked to consider the proposed size, location and architecture of the proposed home in comparison to other, nearby, existing homes. Approval of this request is discretionary on the part of Council, pending a recommendation of the City's Planning & Zoning Commission.

On June 16, 2026, staff mailed 73 notices to property owners and occupants within 500-feet of the subject property. Staff also sent a notice to the Lakeside Village and Turtle Cove Homeowner's Associations (HOAs), which are the only HOAs or Neighborhood Organizations within 1,500-feet of the subject property participating in the Neighborhood Notification Program. Mr. Miller went on to indicate that staff had received three (3) notices in favor and three (3) notices in opposition of the applicant's request. In addition, on July 14, 2026, the Planning and Zoning Commission approved a motion to recommend approval of the *Specific Use Permit (SUP)* with the condition that the garage orientation be revised to meet the city's ordinance requirements. This motion passed by a vote of 6-0, with Commissioner Hilliard having been absent.

Mayor McCallum opened the public hearing, calling forth the applicant and asking if anyone would like to speak. However, no one indicated such. So he closed the public hearing.

The applicant did come forth (not stating her name / address) and indicated that Mr. Miller explained things pretty well. She stated that her client is willing to modify the garage orientation on the proposed home. It will be a four car garage that will have two that will be 'front facing' and two that will be 'side entry' garages.

Following additional, brief comments, Councilmember Lewis then moved to approve Z2026-031. Councilmember Campbell seconded the motion. The ordinance caption was then read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 26-XX
SPECIFIC USE PERMIT NO. S-4XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 2 (PD-2) [*ORDINANCE NO. 24-07*] AND THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.287-ACRE PARCEL OF LAND, IDENTIFIED AS LOTS 1 & 2, BLOCK A, TURTLE COVE, PHASE 3 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

2. **Z2026-032** - Hold a public hearing to discuss and consider a request by Ron Hawkins for the approval of an **ordinance** for a Specific Use Permit (SUP) for Banquet Facility/Event Hall in conjunction with an existing Garden Supply/Plant Nursery on a 9.9398-acre tract of land identified as Tract 3 of the J. H. Bailey Survey, Abstract No. 34, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the SH-276 Overlay (SH-276 OV) District, addressed as 4571 SH-276, and take any action necessary (**1st Reading**).

Planning Director, Ryan Miller, provided background information on this agenda item. He explained that the subject property was annexed on December 22, 2008 by *Ordinance No. 08-65 [Case No. A2008-003]*. At the time of annexation, the subject property was zoned Agricultural (AG) District and was occupied with a legally non-conforming *Garden Supply/Plant Nursery*. According to the Rockwall Central Appraisal District (RCAD), currently situated on the subject property is a 7,000 SF storage warehouse constructed in 1999; however, according to the Certificate of Occupancy (CO) -- *issued to the applicant on April 21, 2009* -- the land use on the subject property is a *Nursery/Office* that included the outside storage of "...plants, soils, irrigation parts, fertilizer (seasonal), [and] mulch." On December 11, 2025, following a proactive code enforcement case (*i.e. Case No. CE2025-6295*) initiated by the Neighborhood Improvement Services (NIS) Division, staff met with the property owner, Ron Hawkins of *Land Art of Rockwall (Honey Locust Farms)*, regarding the establishment of a *banquet facility/event hall* and *coffee shop* on the subject property without a Certificate of Occupancy (CO). At the time of that meeting, the property was zoned Agricultural (AG) District. The *banquet facility/event hall* and *coffee shop* are *not* permitted in the Agricultural (AG) District, while the existing *garden supply/plant nursery* is considered a legally non-conforming use predating annexation. Staff also discussed with the property owner that the property's Future Land Use designation of *Technology/Employment Center* -- *as indicated in the OURHometown Vision 2040 Comprehensive Plan* -- is most consistent with the Light Industrial (LI) District zoning designation when considering the surrounding land uses; however, the Light Industrial (LI) District did not permit a *banquet facility/event hall*. As a note, rezoning the property to a Commercial (C) District -- *which would accommodate the desired land uses* -- would be inconsistent with the Future Land Use Map and could be considered *Spot Zoning*. Based on these considerations, staff recommended initiating an amendment to the Unified Development Code (UDC) to allow the *banquet facility/event hall* land use in a Light Industrial (LI) District by Specific Use Permit (SUP). On January 5, 2026, the City Council reviewed this request, and directed staff to proceed with the amendment. On March 2, 2026, the City Council approved the amendment to allow the *banquet facility/event hall* land use in the Light Industrial (LI) District by Specific Use Permit (SUP). On June 1, 2026, the City Council approved a *Zoning Change* from Agricultural (AG) District to Light Industrial (LI) District for the subject property.

On June 12, 2026, the applicant -- *Ron Hawkins* -- submitted an application requesting a Specific Use Permit (SUP) for *Banquet Facility/Event Hall* in conjunction with an existing *Garden Supply/Plant Nursery* on the subject property.

The subject property is addressed as 4571 SH-276. He went on to explain that staff has calculated the requirements for parking spaces, and if Council approves this request this evening, the parking areas would be recycled asphalt parking lot (and concrete would not be required -- it would be waived for expansion of the parking lot). The event hall use would be limited to only the conservatory area and they would restrict the asphalt parking lot to only those areas shown on the plan. This will be the last action required of Council concerning this case. Approval of this request is a discretionary decision on the part of Council.

On June 16, 2026, staff mailed 27 notices to property owners and occupants within 500-feet of the subject property. There are no Homeowner's Associations (HOAs) or Neighborhood Organizations within 1,500-feet of the subject property participating in the Neighborhood Notification Program. As of tonight, staff had not received any responses concerning the applicant's request, neither against nor in favor. The mayor clarified with Mr. Miller, who confirmed, that this SUP will not be transferable to any new property owner unless the new property owner is a family member of the current owner. Mr. Miller shared that on July 14, 2026, the Planning and Zoning Commission approved a motion to recommend approval of the Specific Use Permit (SUP) by a vote of 6-0, with Commissioner Hilliard having been absent. In addition, on July 20, 2026, the City Council approved a motion to table the case to the August 3, 2026 City Council Meeting by a vote of 7-0.

Mayor McCallum opened and then closed the public hearing, as no one gave indication of a desire to speak at this time.

Mayor McCallum then moved to approve Z2026-032. Councilmember Henson seconded the motion. The ordinance caption was then read as follows:

ORDINANCE NO. 26-XX

SPECIFIC USE PERMIT NO. S-4XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW AN *BANQUET FACILITY/EVENT HALL* IN CONJUNCTION WITH AN EXISTING *GARDEN SUPPLY/PLANT NURSERY* ON A 9.9398-ACRE TRACT OF LAND IDENTIFIED AS TRACT 3 OF THE J. H. BAILEY SURVEY, ABSTRACT NO. 34, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

3. **Z2026-034** - Hold a public hearing to discuss and consider a request by Bradley Stannard of Legendary Outdoor Solutions on behalf of Wade Stelzer for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for *Detached Garage* on a one (1) acre parcel of land identified as Lot 18, Block A, Saddlebrook Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District, addressed as 2368 Saddlebrook Lane, and take any action necessary (**1st Reading**).

Planning Director, Ryan Miller, provided background information on this agenda item. The property is addressed as 2368 Saddlebrook Lane and is located within the Saddlebrook Estates Subdivision. It is currently zoned as a Single-Family 16 (SF-16) District. According to the Rockwall Central Appraisal District (RCAD), a 2,770 SF single-family home was constructed on the subject property in 2002. The applicant -- *Bradley Stannard of Legendary Outdoor Solutions* -- is requesting the approval of a *Specific Use Permit (SUP)* to allow for the construction of a *detached garage* on the subject property. The applicant wants to construct it as a 25' x 50' (total area of 1,000 sq. feet) structure that will be located in the rear of the home.

He went on to explain that - according to the site plan and building elevations provided by the applicant - the proposed *detached garage* will be situated at the end of the driveway in the rear yard of the subject property approximately 23 feet from the eastern or side property line and more than 107-feet from the northern or rear property line. The proposed overall height of the structure will be 14-feet, 10-inches (*or 12-feet, 6.72-inches at the midpoint*). The exterior of the structure will be clad in a stone wainscot on the front façade and the rest will be clad in LP siding.

In this case, the applicant's original submittal showed the proposed accessory building with stone cladding on the front façade and LP siding on the remaining elevations. During the Planning and Zoning Commission Work Session on June 30, 2026, the Commission recommended that the applicant also provide stone on the side elevation visible from neighboring properties; however, the applicant submitted updated building elevations on July 7, 2026, showing the accessory building clad entirely in metal on all four (4) façades and the size of the building increased from 1,000 SF to 1,250SF. On July 16, the applicant sent an email to staff requesting to be remanded back to the Planning and Zoning Commission since they are looking to alter the materials on the building and the size. On July 20, 2026, the City Council remanded the case back to the Planning and Zoning Commission for the July 28, 2026 meeting. On July 21, 2026, the applicant provided updated building elevations showing a total square footage of 1,000 SF and the front façade with a stone wainscot and the rest of the front façade and remaining facades clad in LP siding. While the proposed accessory building does not appear to be architecturally compatible with the primary structure -- *which is clad in stone and brick* -- staff should note that there are several properties within the subdivision that contain large metal detached garages and detached garages that are constructed using the same materials as the primary structure (*i.e. brick and stone*). The proposed accessory structure is a total of 1,000 SF. In addition, the proposed *Detached Garage* is required to meet the density and dimensional requirements for Single-Family 16 (SF-16) District contained in Subsection 07.01, *Residential District Development Standards*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC).

In reviewing a request for a Specific Use Permit for an accessory structure exceeding the maximum permitted size, the Planning and Zoning Commission and City Council may consider: [1] whether the structure was constructed without the required permits or under false pretenses; [2] the size of the proposed structure compared with other accessory structures in the surrounding neighborhood or subdivision; and [3] the size, architecture, and location of the proposed structure in relation to the primary residence.

In this case, the detached garage has not been constructed and is being considered prior to the issuance of a building permit. The proposed garage would contain 1,000 SF, which exceeds the maximum permitted area of 625 SF by 375 SF, or an increase in size of 60% over the size permitted by the UDC. The proposed garage would also represent approximately 36% of the floor area of the existing 2,770 SF single-family residence. Although the proposed structure exceeds the maximum size permitted by the Unified Development Code (UDC), it would be located in the rear yard, comply with the applicable side-yard, rear-yard, building-separation, and height requirements, and be situated on a one (1) acre residential lot.

Mr. Miller further explained that approval of the Specific Use Permit is a discretionary decision for the City Council, pending a recommendation from the Planning and Zoning Commission. On June 13, 2026, staff mailed 30 notices to property owners and occupants within 500-feet of the subject property. There are no Homeowners Associations (HOAs) or Neighborhood Organizations within 1,500-feet of the subject property participating in the Neighborhood Notification Program. At the time the report to Council was written, staff had received three (3) notices in favor and none in opposition of the applicant's request.

On July 14, 2026, the Planning and Zoning Commission approved a motion to recommend approval of the *Specific Use Permit (SUP)* by a vote of 6-0, with the condition that the applicant face the front facade in stone, and Commissioner Hilliard absent.

On July 20, 2026, the City Council approved a motion to remand the *Specific Use Permit (SUP)* back to the Planning and Zoning Commission on July 28, 2026 by a vote of 7-0.

On July 28, 2026, the Planning and Zoning Commission approved a motion to recommend approval of the *Specific Use Permit (SUP)* by a vote of 6-0, with Commissioner Conway absent.

Mayor McCallum opened the public hearing but closed it due to no one indicating a desire to speak at this time. Wade Silver, who lives at 2368 Saddlebrook Lane, came forth and stated this is the one thing they have been waiting on. With his kids all moved out, it the time to do it. This building will hold his fishing equipment and any handyman work he is involved in.

Councilmember Henson then moved to approve Z2026-034. Councilmember Jeffus seconded the motion. The ordinance caption was then read as follows:

CITY OF ROCKWALL
ORDINANCE NO. 26-XX
SPECIFIC USE PERMIT NO. S-4XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A DETACHED GARAGE ON A ONE (1) ACRE PARCEL OF LAND IDENTIFIED AS LOT 18, BLOCK A, OF THE SADDLEBROOK ESTATES #2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

XI. Action Items

1. Discuss and consider a request from Elias Pope on behalf of HG Sply Co. seeking approval of a variance to the city's sign ordinance for a projection sign for the property located at 2651 Sunset Ridge Dr., and take any action necessary.

Craig Foshee from the City's Building Inspection Department provided background information on this agenda item. Elias Pope with HG Sply Co. has requested to appear before City Council to seek a variance to the City's sign ordinance standards. Mr. Pope is requesting to construct a projection sign on the west facade of the new building, which is currently under construction at 2651 Sunset Ridge Dr.

Mr. Foshee explained that the City's sign ordinance contains provisions for projections signs. The allowable size and height limitations are a maximum 12 square feet in size and no more than 4 feet in height. The proposed sign would be 12 feet by 12 feet or 144 square feet with a vertical projection of approximately 14 feet above the building roof height. Mr. Pope has submitted a letter, which has been provided to Council, explaining why he believes the proposed sign will be necessary. In addition, Council has been provided with

a site plan with the proposed sign location marked in red, as well an exhibit showing the proposed location for the new sign, and what the proposed sign would look like.

Mr. Pope (address stated as 14 Kensington Street), the applicant, came forth and stated that the original building sign is located on the side of the building, but it is now obstructed by the Vidorra building and other structures. He said they would like to install something iconic and visible from the top of the hill so people can easily identify their location. They are hoping to receive their Certificate of Occupancy in October and open in November.

Following additional, brief comments, Mayor McCallum made a motion to approve the sign variance, as requested. Councilmember Hagaman seconded the motion, which passed unanimously of Council (7 ayes to 0 nays).

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

- 1. Building Inspections Department Monthly Report**
- 2. Fire Department Monthly Report**
- 3. Parks & Recreation Department Monthly Report**
- 4. Police Department Monthly Report**
- 5. Roadway Projects Update**
- 6. Sales Tax Historical Comparison**
- 7. Water Consumption Historical Statistics**

City Engineer, Amy Williams, briefly updated Council on recent and upcoming roadway-related (re)construction efforts. In part, she indicated there were recently four concrete replacements that were repaired on an emergency basis after the concrete in certain roadway areas 'popped' (due to extreme heat).

Mary Smith, City Manager, then provided an update on the Village Drive Bridge Project. The City recently approved an interlocal agreement with the County, which will provide \$2 million toward construction. Smith explained that John Polster, the City's transportation consultant, and Michael Morris with COG (the North Central Texas Council of Governments) helped identify funding for the project. So just as soon as the design is completed and approval is received from the railroad, the project will be ready to move forward. All necessary construction funds will be available in the bank.

Mayor McCallum announced the City's closure of H Wallace Lane and emphasized the importance of ensuring everyone was aware of the closure. Amy Williams stated that all those affected were personally contacted Friday, and emails were also sent to the affected HOAs. The signage regarding the closure went up Thursday and Friday, and door-to-door notifications (by Oncor) was also conducted (within the gated neighborhood).

XII. Adjournment

Mayor McCallum adjourned the meeting at 6:42 p.m.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS THIS 17th DAY OF AUGUST, 2026.

Tim McCallum, Mayor

ATTEST:

Kristy Teague, City Secretary

CITY OF ROCKWALL

ORDINANCE NO. 26-36

SPECIFIC USE PERMIT NO. S-406

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 2 (PD-2) [*ORDINANCE NO. 24-07*] AND THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.287-ACRE PARCEL OF LAND, IDENTIFIED AS LOTS 1 & 2, BLOCK A, TURTLE COVE, PHASE 3 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request by Laura Baggett of Laura Juarez Baggett Studio, PLLC on behalf of Johnathan and Key-Lee Ogle for the approval of a *Specific Use Permit (SUP)* for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.287-acre parcel of land identified as Lots 1 & 2, Block A, Turtle Cove, Phase 3 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 2 (PD-2) for *Single-Family Detached* land uses, addressed as 931 & 935 Lexington Drive, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that Planned Development District 2 (PD-2) [*Ordinance No. 24-07*] and the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall should be amended as follows:

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

SECTION 1. That Planned Development District 2 (PD-2) [*Ordinance No. 24-07*] and the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* to allow for the construction of a single-family home in an established subdivision in accordance with Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] on the *Subject Property*; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Planned Development District 2 (PD-2) [*Ordinance No. 24-07*] and Subsection 03.01, *General Residential District Standards*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] -- *as heretofore amended and may be amended in the future* -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

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

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

2.2 COMPLIANCE

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

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

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

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

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

SECTION 6. If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid,

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 17th DAY OF AUGUST, 2026.**

Tim McCallum, Mayor

ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: August 3, 2026

2nd Reading: August 17, 2026

Exhibit 'A':
Location Map

Address: 931 & 935 Lexington Drive

Legal Description: Lots 1 & 2, Block A, Turtle Cove, Phase 3 Addition

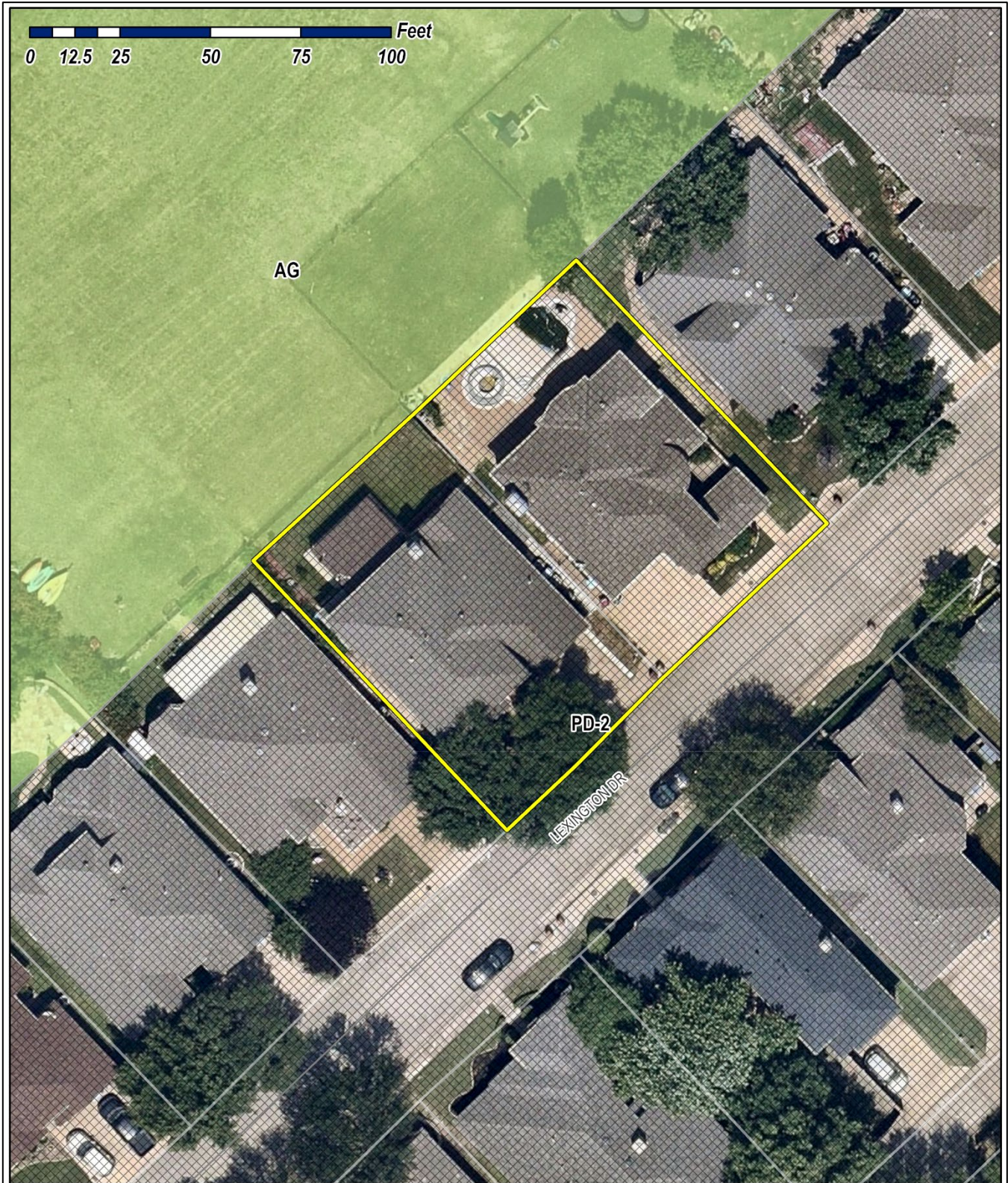


Exhibit 'B':
Residential Plot Plan

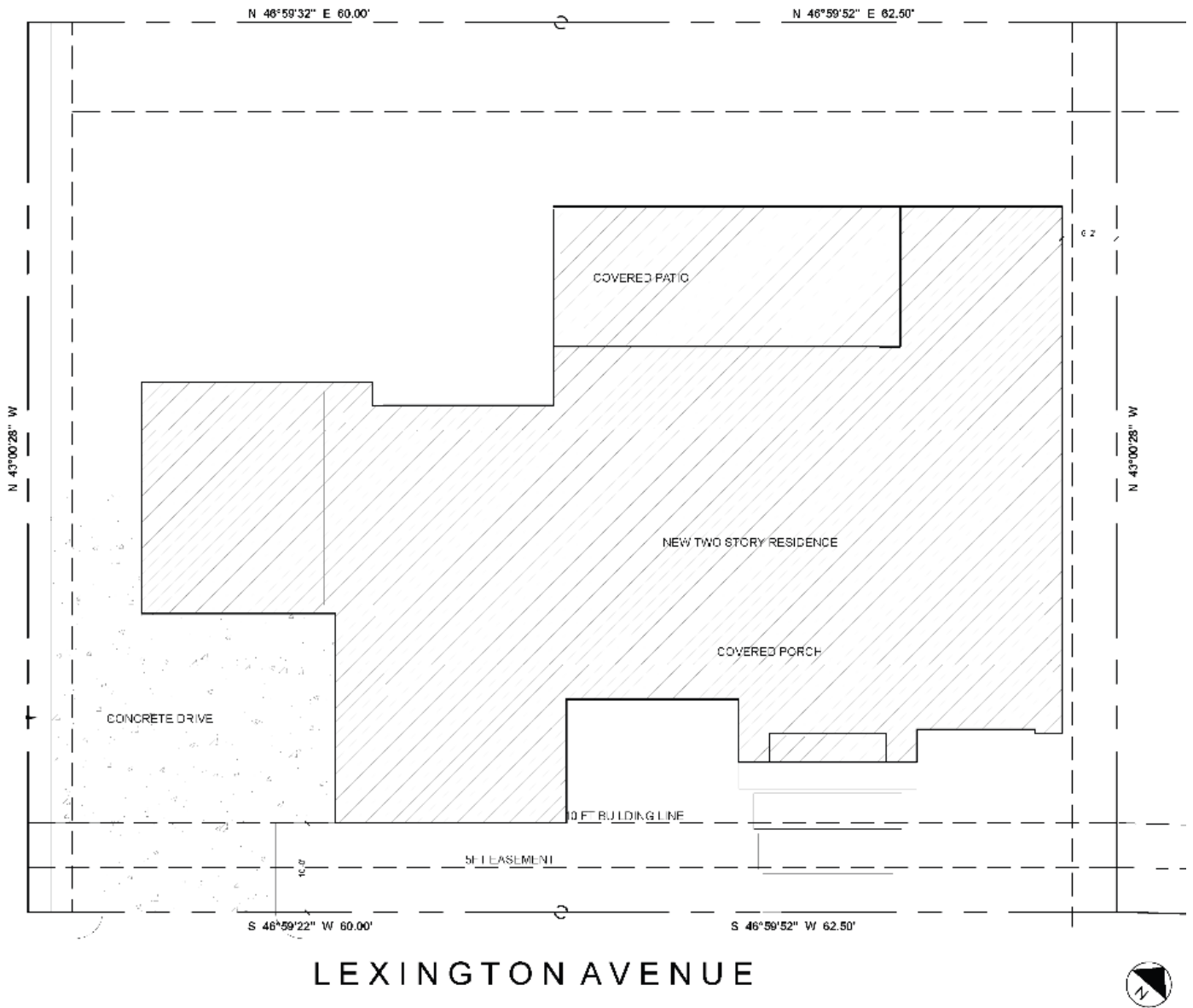
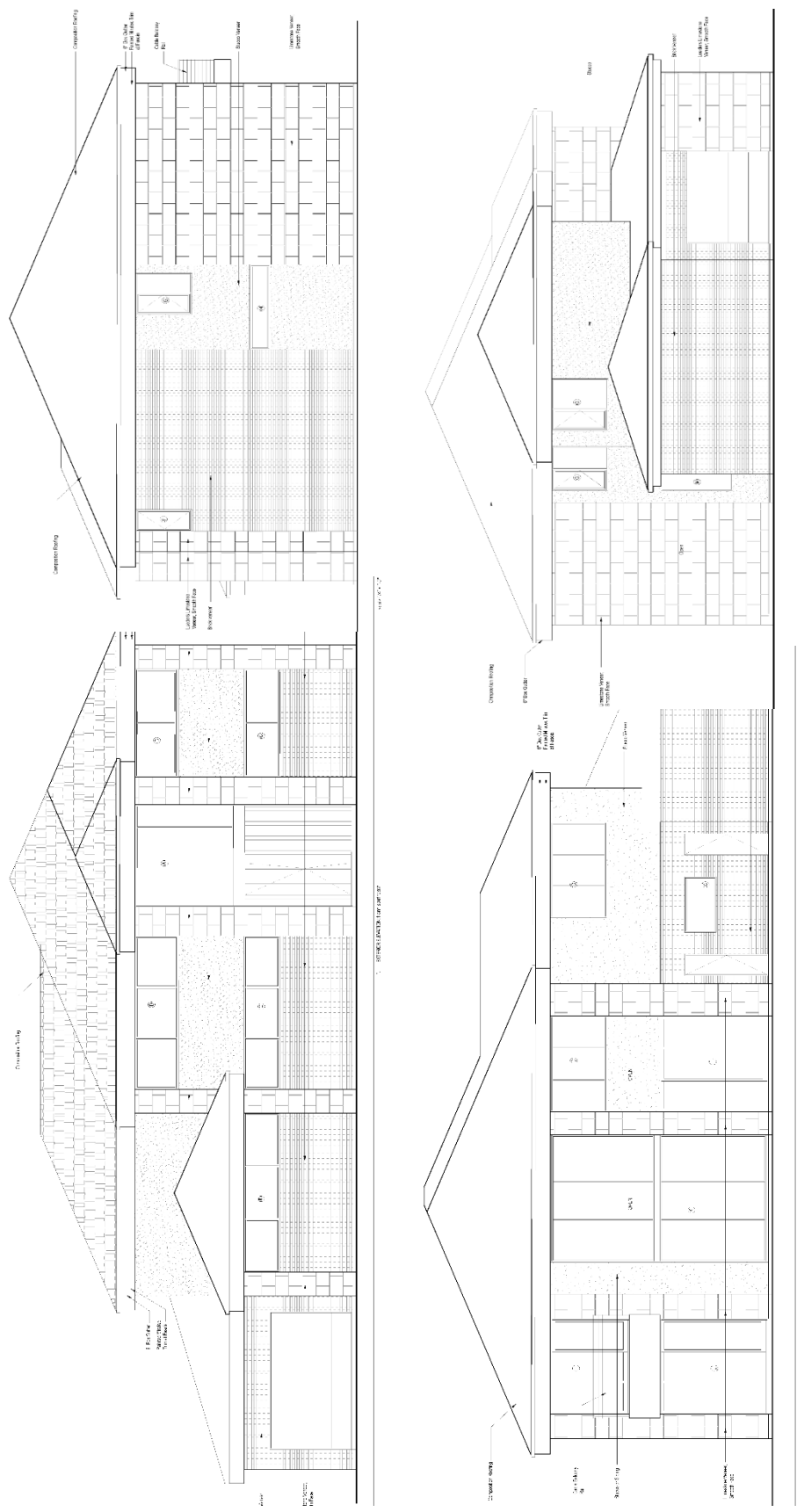


Exhibit 'C':
Building Elevations



CITY OF ROCKWALL

ORDINANCE NO. 26-37

SPECIFIC USE PERMIT NO. S-407

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW AN *BANQUET FACILITY/EVENT HALL* IN CONJUNCTION WITH AN EXISTING *GARDEN SUPPLY/PLANT NURSERY* ON A 9.9398-ACRE TRACT OF LAND IDENTIFIED AS TRACT 3 OF THE J. H. BAILEY SURVEY, ABSTRACT NO. 34, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a request has been made by Ron Hawkins for the approval of a *Specific Use Permit (SUP)* for *Banquet Facility/Event Hall* in conjunction with an existing *Garden Supply/Plant Nursery* on a 9.9398-acre tract of land identified as Tract 3 of the J. H. Bailey Survey, Abstract No. 34, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the SH-276 Overlay (SH-276 OV) District, addressed as 4571 SH-276, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

SECTION 1. The Unified Development Code [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing for the establishment of an *Banquet Facility/Event Hall* as stipulated by Article 04, *Permissible Uses*, of the Unified Development Code [Ordinance No. 20-02] on the *Subject Property*; and

SECTION 2. That the *Subject Property* shall be used and developed only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance and as specifically set forth in Subsection 01.01, *Land Use Schedule*, of Article 04, *Permissible Uses*; and Subsection 05.01, *General Light Industrial District Standards*, and Subsection 06.01, *General Overlay District Standards*, of Article 05, *District Development Standards*, of the Unified Development Code [Ordinance No. 20-02] of the City of Rockwall -- as heretofore amended and may be amended in the future -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

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

- 1) The proposed *Banquet Facility/Event Hall* shall be limited to the 'conservatory' area depicted in *Exhibit 'B'* of this ordinance.
- 2) The recycled asphalt parking lot shall be limited to the area depicted in *Exhibit 'B'* of this ordinance and shall not be expanded in the future without amending this Specific Use Permit (SUP) ordinance.
- 3) The proposed *Banquet Facility/Event Hall* shall apply for and receive approval for a Site Plan upon approval of the proposed Specific Use Permit (SUP).
- 4) The proposed *Banquet Facility/Event Hall* shall apply for and receive approval a Final Plat upon approval of the Site Plan.
- 5) The proposed *Banquet Facility/Event Hall* shall apply for and receive Building Permits for any unpermitted structures on the subject property upon approval of the Site Plan.
- 6) The proposed *Banquet Facility/Event Hall* shall apply for and receive an updated Certificate of Occupancy (CO) reflecting all of the land uses on the subject property upon approval of the proposed Specific Use Permit (SUP).
- 7) This Specific Use Permit (SUP) ordinance shall expire should the subject property be sold or change ownership; however, if such change is to an immediate family member, this is not necessary.

2.2 COMPLIANCE

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

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

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

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

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

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 17th DAY OF AUGUST, 2026.**

Tim McCallum, Mayor

ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: August 3, 2026

2nd Reading: August 17, 2026

Exhibit 'A':
Survey

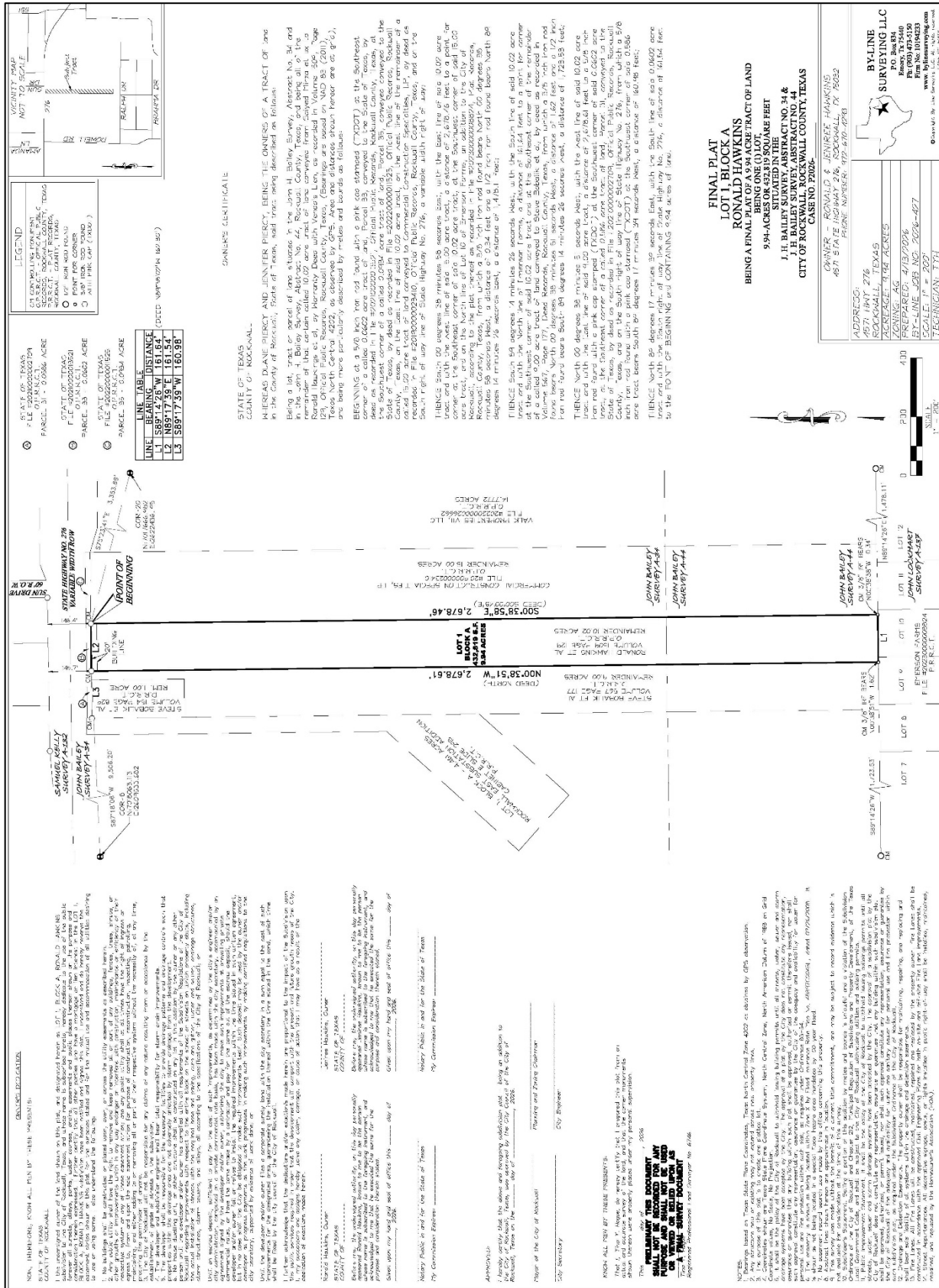
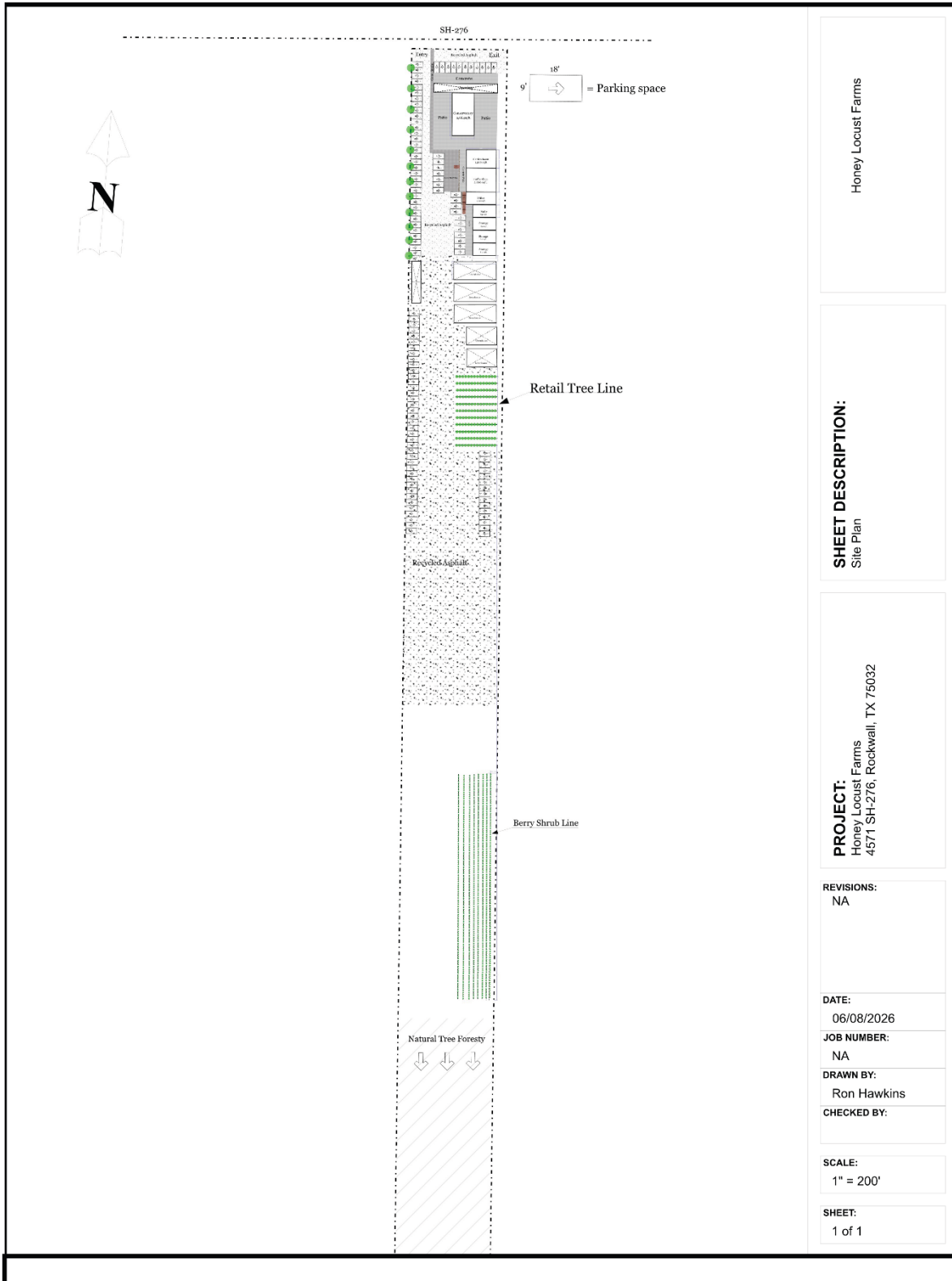


Exhibit 'B': **Site Plan/Floor Plan**



CITY OF ROCKWALL

ORDINANCE NO. 26-38

SPECIFIC USE PERMIT NO. S-408

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A DETACHED GARAGE ON A ONE (1) ACRE PARCEL OF LAND IDENTIFIED AS LOT 18, BLOCK A, OF THE SADDLEBROOK ESTATES #2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Bradley Stannard of Legendary Outdoor Solutions on behalf of Wade Stelzer for the approval of a Specific Use Permit (SUP) for a *Detached Garage* on a one (1) acre parcel of land identified as Lot 18, Block A, of the Saddlebrook Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 16 (SF-16) District land uses, addressed as 2368 Saddlebrook Lane, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

SECTION 1. That the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for a *Detached Garage* as stipulated by Subsection 01.02, *Land Use Schedule*, of Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [Ordinance No. 20-02] on the *Subject Property*; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 03.01, *General Residential Standards*; Section 03.06, *Single-Family 16 (SF-16) District*; and Subsection 07.04, *Accessory Structure Development Standards*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02], and with the following conditions:

2.1. OPERATIONAL CONDITIONS

The following conditions pertain to the construction of a *Detached Garage* on the *Subject Property* and conformance to these conditions are required for continued operations:

- (1) The development of the *Detached Garage* shall generally conform to the Site Plan as depicted in *Exhibit 'B'* of the Specific Use Permit (SUP) ordinance; and,
- (2) The *Detached Garage* shall generally conform to the Building Elevations as depicted in *Exhibit 'C'* of the Specific Use Permit (SUP) ordinance; and,
- (3) The *Detached Garage* shall not exceed a total maximum size of 1,000 SF; and,
- (4) The *Detached Garage* shall not be sold or conveyed separately from the single-family home without meeting the requirements of the zoning district and subdivision ordinance.
- (5) No other *Accessory Structures* shall be permitted on the subject property unless approved through an amendment to this Specific Use Permit (SUP).

2.2. COMPLIANCE

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

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

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

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

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

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 17th DAY OF AUGUST, 2026.**

Tim McCallum, Mayor

ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: August 3, 2026

2nd Reading: August 17, 2026

Exhibit 'A'
Legal Description

Address: 2368 Saddlebrook Lane

Legal Description: Lot 18, Block A, Saddlebrook Estates #2 Addition



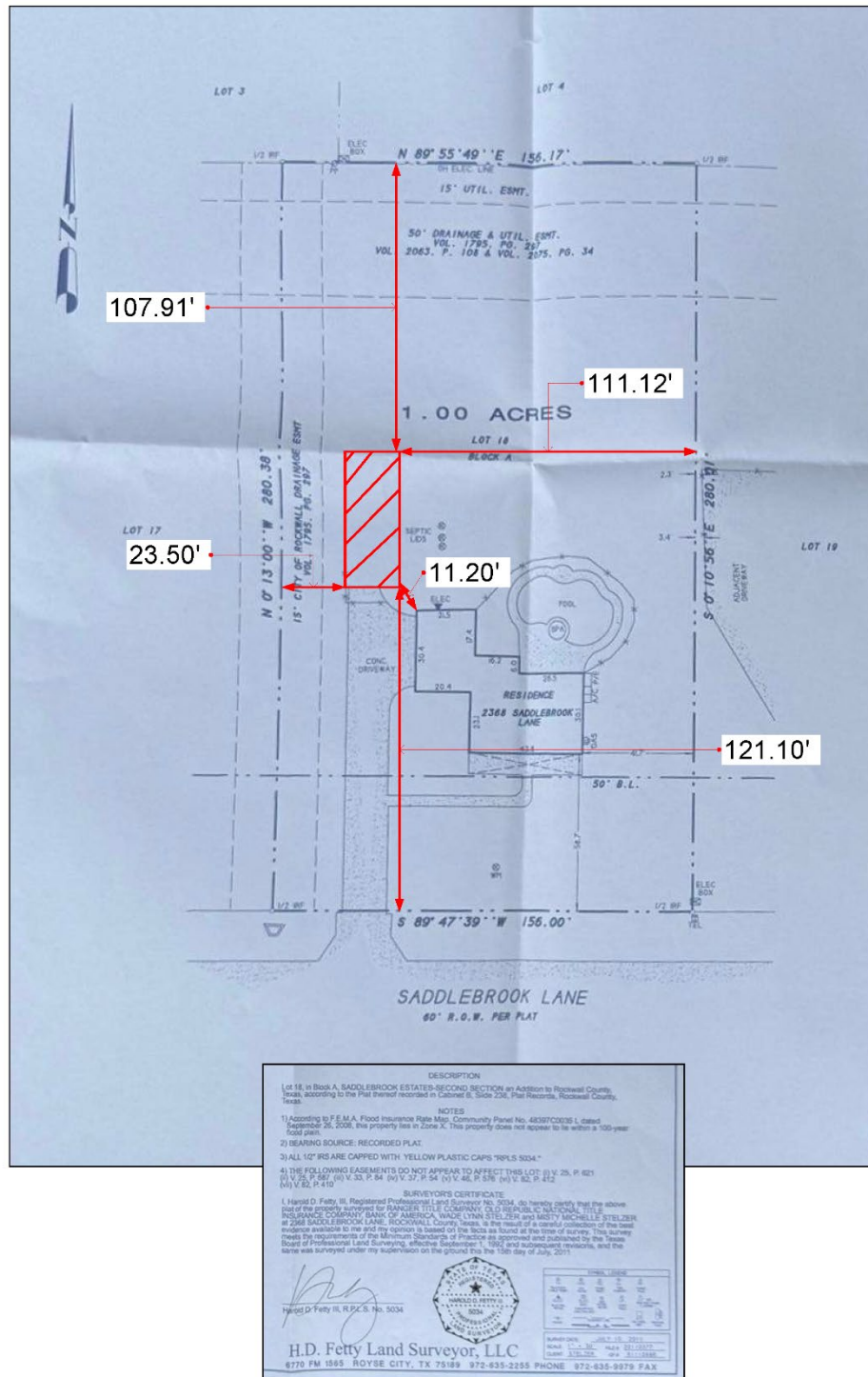
City of Rockwall

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

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

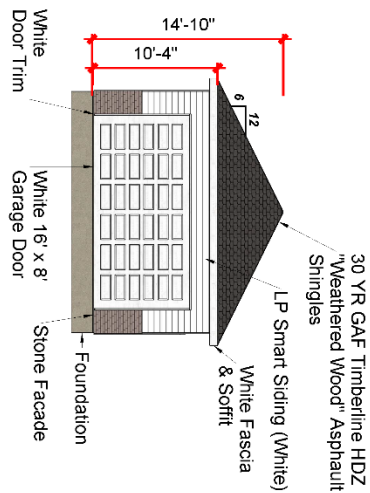


Exhibit 'B' Site Plan

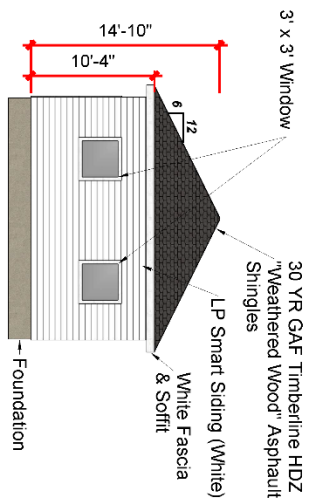


Site Plan
Scale: 1" = 25'-6"

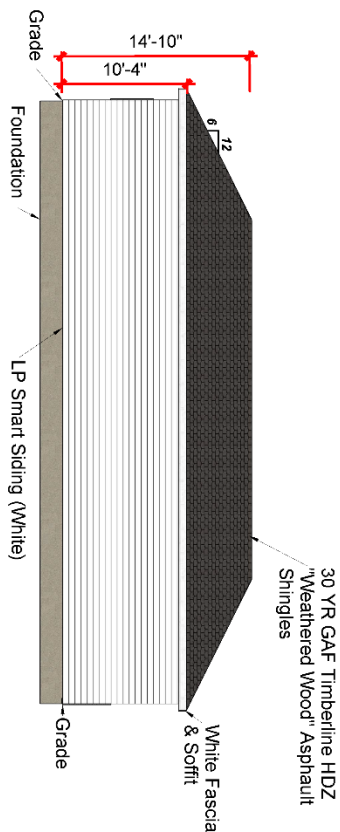
Exhibit 'C': Building Elevations



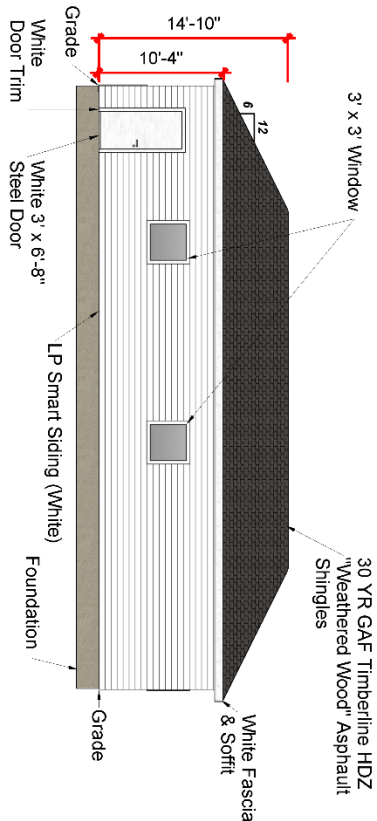
Front Elevation
Scale: 1/4" = 1'-0"



Rear Elevation
Scale: 1/4" = 1'-0"



Left Elevation
Scale: 1/4" = 1'-0"



Right Elevation
Scale: 1/4" = 1'-0"

Address
2368 Saddlebrook Ln, Rockwall, TX 75087

Pg 02 of 02	LEGENDARY OUTDOOR SOLUTIONS Rockwall, Texas	Legendary Outdoor Solutions 3032 W Alamosa Dr, Terrell, TX 75160 214-557-7809	DRAWN BY BCS	DATE June 9, 2026	SHEET TITLE Elevations
		SCALE Varies			



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rockwall City Council

FROM: Joey Boyd, Assistant City Manager

DATE: August 6, 2026

SUBJECT: SiEnergy Gas, LLC Request for Rate Change – Denial Resolution

Overview

On May 4, 2026, SiEnergy Gas, LLC (“SiEnergy” or “Company”) filed with the City a Statement of Intent to change gas rates within the incorporated areas served by SiEnergy and a notice of its intent to consolidate its operations and assets with the other members of SiEnergy Holding, LLC. In the filing, the Company asserted that it is entitled to a \$4 million increase within its incorporated areas or a 31.4% increase over current adjusted revenues, excluding gas costs.

At the May 18, 2026 meeting, the City Council approved a resolution suspending the June 8, 2026 effective date of the Company’s rate increase, working in conjunction with other similarly situated cities with original jurisdiction served by SiEnergy, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

Following this action, the Cities Served by SiEnergy (“Cities”) engaged the services of consultants to review the Company’s filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company’s request. Accordingly, Cities’ attorneys recommend that all Cities members adopt the Resolution denying the rate change. Once the Resolution is adopted, SiEnergy will have 30 days to appeal the decision to the Railroad Commission of Texas (“RRC”) where the appeal will be consolidated with SiEnergy’s filing for the environs and those cities that have relinquished their jurisdiction currently pending at the RRC (i.e. Case No. OS-26-00031317).

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the Company’s application. By the agreement of the parties,

this deadline was suspended until September 4, 2026. As such, all cities with original jurisdiction will need to adopt the Resolution no later than September 4.

Accordingly, the purpose of the Resolution is to deny the rate application proposed by SiEnergy.

Explanation of “Be It Resolved” Paragraphs:

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section states that the Company’s current rates shall not be changed.
3. The Company will reimburse Cities for its reasonable rate case expenses. Legal counsel and consultants approved by the Cities will submit monthly invoices that will be forwarded to SiEnergy for reimbursement.
4. This section merely recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides SiEnergy and counsel for Cities will be notified of the City’s action by sending a copy of the approved and signed Resolution to counsel.

CITY OF ROCKWALL, TEXAS

RESOLUTION NO. 26-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS FINDING THAT SIENERGY GAS, LLC'S STATEMENT OF INTENT TO INCREASE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE AND REQUIRING NOTICE OF THIS RESOLUTION BE SENT TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Rockwall, Texas ("City") is a gas utility customer of SiEnergy Gas, LLC ("SiEnergy" or "Company") within the incorporated areas served by SiEnergy, and a regulatory authority with an interest in the rates and charges of SiEnergy; and

WHEREAS, the City is a member of Cities Served by SiEnergy (such participating cities are referred to herein as "Cities"), a coalition of similarly situated cities served by SiEnergy that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged by the Company; and

WHEREAS, on or about May 4, 2026, SiEnergy filed with the City a Statement of Intent to increase gas rates, seeking to increase natural gas revenues by \$4 million within the Company's incorporated areas and consolidate its operations and assets with the other members of SiEnergy Holding, LLC; and

WHEREAS, Cities has coordinated its review of SiEnergy's Statement of Intent filing and designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, Cities' consultants determined that SiEnergy's proposed rates are excessive; and

WHEREAS, Cities' members and attorneys recommend that members deny the Statement of Intent; and

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

Section 1. That the rates proposed by SiEnergy to be recovered through its gas rates charged to customers located within the City limits are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by SiEnergy.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That this resolution shall become effective immediately upon its passage and execution, and it is so resolved.

Section 6. That a copy of this Resolution shall be sent to SiEnergy representatives June M. Dively and Daniel Cross, SiEnergy Gas, LLC, 13215 Bee Cave Pkwy, Suite B-250, Bee Cave, Texas 78738 (junedively@sienergy.com and dancroll@sienergy.com), and to Jamie L. Mauldin at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (jmauldin@lglawfirm.com).

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL,
TEXAS THIS 17th DAY OF AUGUST, 2026.**

Tim McCallum, Mayor

ATTEST:

Kristy Teague, City Secretary



CITY OF ROCKWALL

CITY COUNCIL MEMORANDUM

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

CC: Mary Smith, *City Manager*
Joey Boyd, *Assistant City Manager*

FROM: Ryan Miller, *Director of Planning and Zoning*

DATE: August 17, 2026

SUBJECT: MIS2026-016; *Alternative Tree Mitigation Settlement Agreement for 1100 E. Washington Street*

On July 17, 2026, the applicant -- Brad Bassett of Crosspoint Community Church -- submitted a development application requesting an *Alternative Tree Mitigation Settlement Agreement* for Crosspoint Community Church. The site plan [Case No. SP2024-023] for Crosspoint Community Church was approved by the Planning and Zoning Commission on June 25, 2024. At that time, it was found that no tree mitigation would be required; however, during the civil engineering process the applicant determined that additional trees would need to be removed from the site. The applicant provided staff with an updated treescape plan in July 2026. After staff reviewed the revised treescape plan, it was determined that an *Alternative Tree Mitigation Settlement Agreement* would be required.



FIGURE 1: AERIAL IMAGE OF THE SUBJECT PROPERTY

In conformance with staff's comments, the applicant submitted a development application, a letter, and the treescape plan. According to Section 05, *Tree Mitigation Requirements*, or Article 09, *Tree Preservation*, of the Unified Development Code (UDC), for every protected canopy tree over four (4) caliper inches removed, *inch-for-inch* replacement shall be required, and

any Eastern Red Cedar over eight (8) feet in height must be replaced with a four (4) inch caliper canopy tree. In this case, the applicant's approved landscape plan incorporated 332 caliper inches and the new treescape plan removes 546 caliper inches. This leaves a remaining mitigation balance of 214 caliper inches (*i.e.* 546 caliper inches – 332 caliper inches = 214 caliper inches). In accordance with *Tree Mitigation Requirements*, the applicant would be permitted to purchase "...up to 20.00% of the total replacement inches," at \$100.00 per inch, and the remaining 80% must be planted on-site. In this case, the applicant would be required to plant 436.8 caliper inches and pay a fee of \$10,920 (*i.e.* [546 caliper inches * 20%] * \$100.00 = \$10,920). At an all-cash consideration, the applicant's remaining mitigation balance is 214 caliper inches or \$21,400.00. This exceeds the 20.00% purchase limit described above. Given this, the applicant is requesting an *Alternative Tree Mitigation Settlement Agreement* in accordance with Section 05(G), *Tree Mitigation Requirements*, or Article 09, *Tree Preservation*, of the Unified Development Code (UDC).

According to Subsection (G), *Alternative Tree Mitigation Settlement Agreement*, of Article 09, *Tree Preservation*, of the Unified Development Code (UDC), "(i)n certain cases, the City Council -- upon recommendation from the Planning and Zoning Commission -- may consider an *Alternative Tree Mitigation Settlement Agreement* where, due to hardship, the applicant is unable to meet the requirements of this Article or where it is determined that adherence to the tree mitigation requirements will create a hardship for an applicant. These funds will be used for planting trees in the City's parks, medians, streets rights-of-way, or other similar areas as determined by the Parks and Recreation Department." In this case, the applicant is proposing to pay the remaining tree mitigation balance of \$21,400.00 in full. All requests for an *Alternative Tree Mitigation Settlement Agreement* are discretionary decisions for the Planning and Zoning Commission and City Council. On August 11, 2026, the Planning and Zoning Commission approved a motion to recommend approval of the *Alternative Tree Mitigation Settlement Agreement* by a vote of 6-0, with Commissioner Williams absent. Should the City Council have any questions concerning the applicant's request, staff and the applicant will be available during the August 17, 2026, City Council meeting.



DEVELOPMENT APPLICATION

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

STAFF USE ONLY

PLANNING & ZONING CASE NO. _____

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

DIRECTOR OF PLANNING: _____

CITY ENGINEER: _____

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

PLATTING APPLICATION FEES:

- ☐ MASTER PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ PRELIMINARY PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ FINAL PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ REPLAT (\$500.00 + \$20.00 ACRE) ^{1, 2, 3}
- ☐ AMENDING OR MINOR PLAT (\$500.00)
- ☐ PLAT REINSTATEMENT REQUEST (\$200.00)

SITE PLAN APPLICATION FEES:

- ☐ SITE PLAN (\$1,000.00 + \$20.00 ACRE) ^{1, 2}
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$500.00) ²

OTHER APPLICATION FEES:

- ☒ TREE REMOVAL (\$200.00)
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [RESIDENTIAL] (\$200.00) ²
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [COMMERCIAL] (\$1,000.00) ²

ZONING APPLICATION FEES:

- ☐ ZONING CHANGE (\$1,000.00 + \$20.00 ACRE) ^{1, 2, 3}
- ☐ SPECIFIC USE PERMIT [RESIDENTIAL] (\$200.00 + \$20.00 ACRE) ^{1, 2, 3}
- ☐ SPECIFIC USE PERMIT [COMMERCIAL] (\$1,000.00 + \$20.00 ACRE) ^{1, 2, 3}
- ☐ PLANNED DEVELOPMENT DISTRICT (\$1,500.00 + \$20.00 ACRE) ^{1, 2, 3}
- ☐ PD DEVELOPMENT PLANS (\$1,500.00 + \$20.00 ACRE) ^{1, 2, 3}

NOTES:

¹: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

²: A \$2,500.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

³: AN ADDITIONAL FEE OF \$150.00 WILL BE REQUIRED FOR THE COST OF NOTIFICATIONS.

GENERAL NOTE: THE CITY OF ROCKWALL PLANNING AND ZONING DEPARTMENT ACCEPTS PAYMENT BY CHECK ONLY, EITHER IN PERSON OR BY MAIL. THE CITY OF ROCKWALL WILL NEVER REQUEST PAYMENT BY WIRE TRANSFER THROUGH EMAIL.

PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 1100 E. Washington St.

SUBDIVISION Park Station

LOT

1

BLOCK

A

GENERAL LOCATION

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING

CURRENT USE

PROPOSED ZONING

PROPOSED USE

ACREAGE

LOTS [CURRENT]

LOTS [PROPOSED]

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

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

☐ OWNER Crosspoint Community Church

☐ APPLICANT

CONTACT PERSON Brad Bassett

CONTACT PERSON

ADDRESS PO Box 1015

ADDRESS

CITY, STATE & ZIP Rockwall TX 75087

CITY, STATE & ZIP

PHONE

PHONE

E-MAIL

E-MAIL

NOTARY VERIFICATION [REQUIRED]

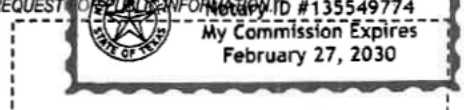
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Brad Bassett [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 200.00 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 29 DAY OF July, 2020 BY SIGNING THIS APPLICATION. I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPIES OF INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION. ID #135549774

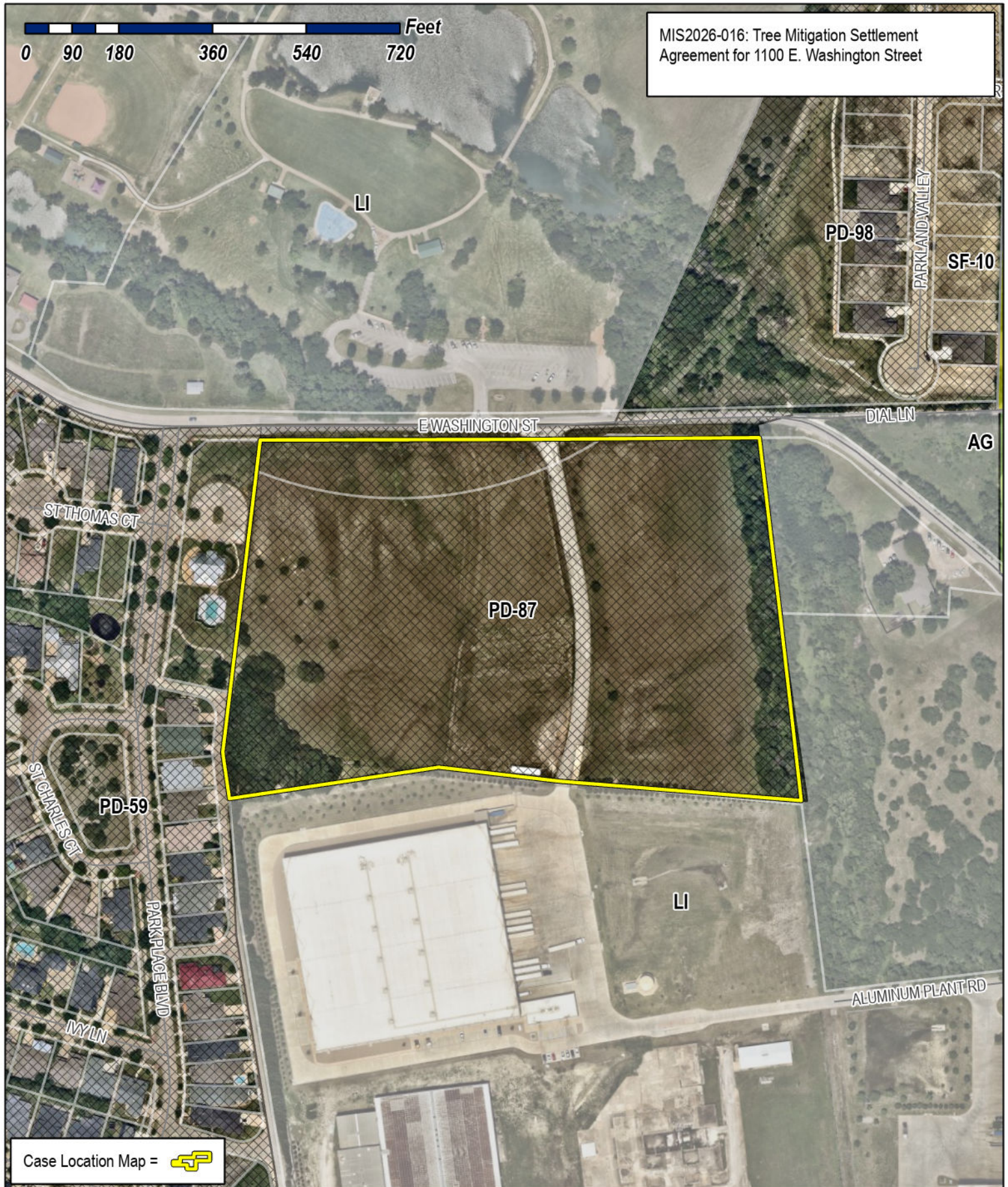
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 29 DAY OF July, 2020

OWNER'S SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



MY COMMISSION EXPIRES Feb 27, 2030



City of Rockwall

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

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





July 30, 2026

Ryan Miller
Planning Director
City of Rockwall
385 Goliad St.
Rockwall, TX 75087

Re: Crosspoint Church Tree Mitigation

Dear Ryan:

Following a review of the Treescape Plan by Henry Lee on July 24, 2026, Crosspoint Church wishes to pay 100% of the total caliper inch deficiency on our site. According to the email dated July 24, 2026, our Treescape Plan shows the following—

Trees removed (caliper inches)	546
Trees replaced per plans	332
Deficit (caliper inches)	214

Based on the current fee structure provided, Crosspoint will pay the full, 100% amount of \$21,400 instead of attempting to place as many as 70+ additional canopy trees on our site.

It is our understanding that the fee will be used by the City Parks and Recreation Department to plant trees in city parks and green spaces across the city.

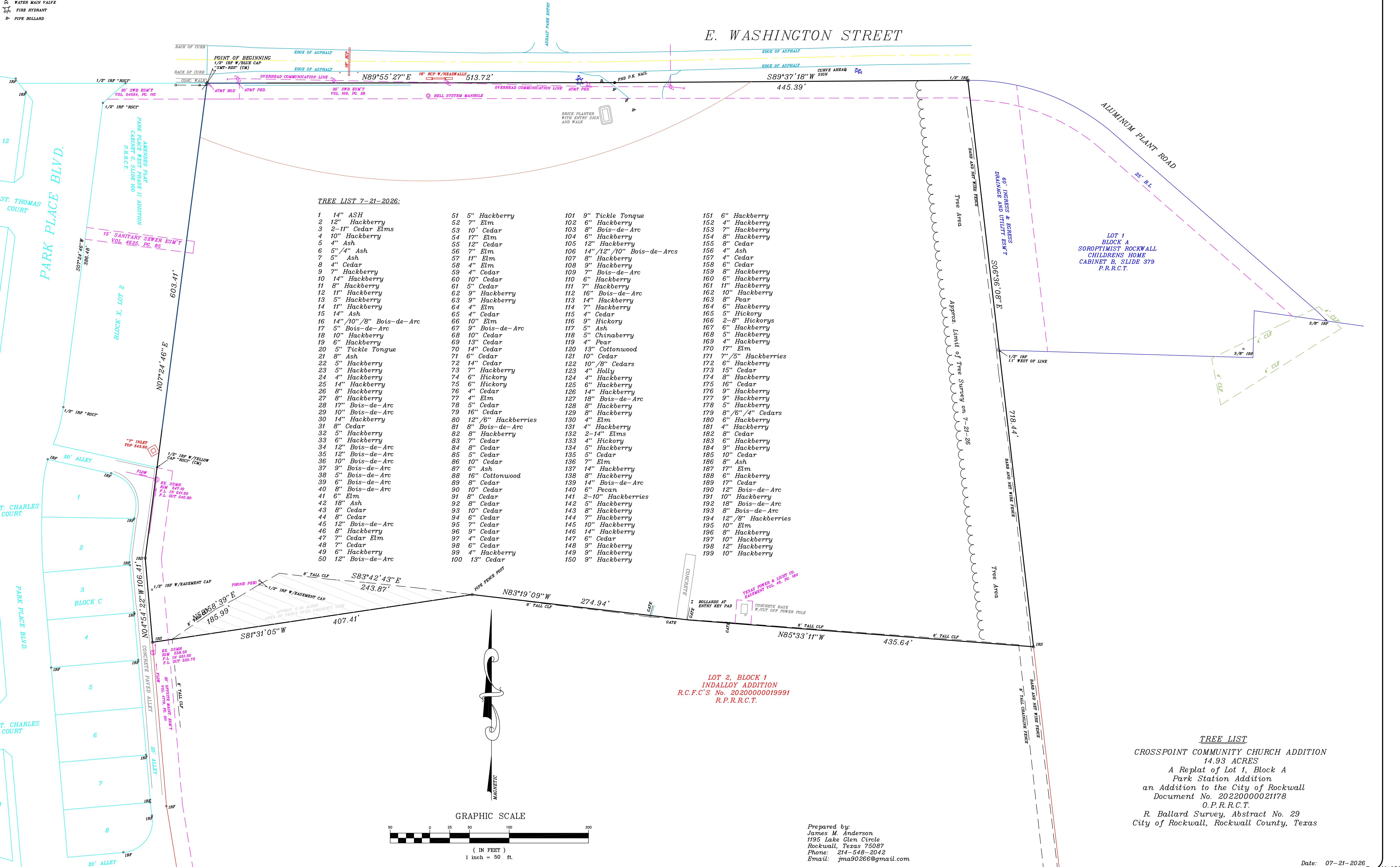
Please advise of our next steps and provide me with an invoice for the Tree Mitigation fee upon your approval.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brad Bassett', is written over a light blue horizontal line.

Brad Bassett
Crosspoint Church

LEGEND:
IRF = 1/2" IRON ROD FOUND
IRS = 1/2" IRON ROD SET W/GREEN CAP "RIS 6864"
P POWER POLE
(SSMH) SANITARY SEWER MANHOLE
W WATER MAIN VALVE
F FIRE HYDRANT
B PIPE BOLLARD



TREE LIST
CROSSPOINT COMMUNITY CHURCH ADDITION
14.93 ACRES
A Replat of Lot 1, Block A
Park Station Addition
an Addition to the City of Rockwall
Document No. 20220000021178
O.P.R.C.T.
R. Ballard Survey, Abstract No. 29
City of Rockwall, Rockwall County, Texas

Prepared by:
James M. Anderson
1195 Lake Glen Circle
Rockwall, Texas 75087
Phone: 214-548-2042
Email: jma90266@gmail.com



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rockwall City Council

FROM: Joey Boyd, Assistant City Manager

DATE: August 12, 2026

SUBJECT: Contract Amendment with Rockwall Adoption Center

In 2008, the City opened the new Animal Adoption Center and later, after soliciting proposals, transferred operations to Rockwall Adoption Center and its President, Molly Brodnax in 2012. This partnership has been a great benefit to the City and its citizens. RAC receives \$480,000 annually to operate and maintain the center. As the building continues to age, the cost of maintenance has and will continue to increase significantly.

To allow RAC to manage larger expenses now and in the future, Mrs. Brodnax has asked to make changes to the contract's current profit-sharing structure by allowing RAC to retain excess funds in a designated reserve account, fully documented and verified through its annual audit, putting RAC in a better position to respond to major facility needs without placing additional strain on the City's budget.

In addition to the funds provided by the City to Rockwall Adoption Center, their revenue also includes charitable donations, which can fluctuate significantly, particularly when larger legacy gifts are received. Under the current agreement, those donations can unintentionally trigger profit-sharing thresholds, which creates pressure to spend funds before the fiscal year closes rather than allowing them to responsibly reserve them for future needs.

Rockwall Adoption Center respectfully requests the following adjustments to the contract:

1. In Section IV. Mutual Responsibilities, Section B – remove the Gain Sharing Section entirely, allowing RAC to maintain reasonable reserves for major maintenance and capital improvements. All funds would remain fully documented and subject to the same independent third-party audit that has been conducted annually since RAC began management of the shelter. Their stated goal is to ensure RAC can responsibly plan for

significant building repairs that are inevitable while continuing to use both City funding and donor contributions as efficiently as possible. It should be noted that RAC has not given the city any funds under the gain sharing requirement in over 10 years.

2. In Section II. RAC Responsibilities, G. Adequate Care and Treatment (#4)- modify this portion of the contract to allow RAC to expand its Trap, Neuter, Release program outside of the city limits for feral and free-roaming cats for a nominal fee. Cats trapped outside of RAC's jurisdiction will be returned to the original location or transferred to a designated barn cat placement; and (#5) – allow RAC to also offer its Veterinary Assistance Program to eligible low-income residents outside the city limits. A customer will be required to provide proof they meet the annual household low-income limits to qualify for the program, just like those in the city.

Included for City Council review and consideration is a draft contract amendment showing the proposed changes highlighted in blue. City Council is asked to authorize the city manager to finalize and execute the amendment with Rockwall Adoption Center.

ANIMAL SHELTER AND ADOPTION SERVICES AMENDED AGREEMENT
BY AND BETWEEN
THE CITY OF ROCKWALL, TEXAS
ROCKWALL ADOPTION CENTER

This **Animal Shelter and Adoption Services Agreement** (hereinafter referred to as the "Agreement") is entered into by and between **the City of Rockwall** (hereinafter referred to as the "City") and **Rockwall Adoption Center** (dba Legacy Humane Society) (**and hereafter referred to as "RAC"**), City and RAC are collectively referred to in this Agreement as the "Parties."

W I T N E S S E T H

WHEREAS, in 2008, the City of Rockwall ("City") opened a 7000 square foot Animal Adoption Center (hereinafter the "Center") to accept and care for dogs, cats, and other animals surrendered by the public; and together with other partners and volunteers in the community, the Center provides adoption services, licensing of dogs in accordance with law, assistance in rabies vaccination services with local veterinarians, and promotes the humane treatment of animals; and

WHEREAS, in 2012 the City transferred operation of the Center to the Collin County Humane Society by establishing a partnership between the City of Rockwall and the Collin County Humane Society with each party clearly understanding its roles and responsibilities as set forth in the Agreement; and

WHEREAS, in October 2016, the Collin County Humane Society requested that the contract and amendment be assigned and assumed by the Rockwall Adoption Center (dba Legacy Humane Society) and such change will assist in IRS reporting, fundraising efforts, and also help with grant applications and that the current contract be extended by an additional five-year term extending the Agreement until December 1, 2024; and

WHEREAS, on December 2016, the City of Rockwall approved the assignment from the Collin County Humane Society to Rockwall Adoption Center; and

WHEREAS, the transfer of operation of the Center to the Rockwall Adoption Center is accomplished by a partnership between the City of Rockwall and the RAC with each party clearly understanding its roles and responsibilities as set forth in this Agreement; and

WHEREAS, RAC has requested to amend the Agreement with the City to allow for a trap neuter and release program outside of the city limits and to also offer low-income veterinary service outside of the city limits and to delete the income sharing provisions of the original contract, the City of Rockwall has reviewed and agrees to these revisions; and

WHEREAS, the parties recognize and agree that the integration and continuation of traditional animal control, licensing, impoundment and sheltering, adoption, vaccination and education services, together with other services not currently available, will require a continuing public-private funding partnership; and

WHEREAS, the Rockwall Adoption Center shall at all times represent the City of Rockwall in a positive manner through their actions and comments and the parties also adopt the following statement to define in general terms the mission of the Center:

"The City of Rockwall includes a facility and services that seek to meet the needs of the community at large, in particular, to provide safe, humane shelter for impounded, homeless, abused, neglected, lost or abandoned animals; primarily dogs and cats. It provides a temporary home for these animals that are offered for adoption and held for a short time until their owners can be found.

The Animal Adoption Center consists of facilities and supporting operations that establish, maintain, and enhance services that first and foremost promote benefits to the animals under its care for abused, neglected and impounded animals. These efforts involve a public-private partnership that recognizes the involvement of many groups and individuals. The Animal Adoption Center operates in a professional manner, incorporating sound principles of kennel science, disease control, sanitation, and other humane animal care techniques."

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

I. DEFINITIONS

- A. "Agreement"** means this Animal Shelter and Adoption Services Agreement, together with all exhibits attached hereto.
- B. "Center"** means the facility and surrounding property located at 1825 Airport Road, Rockwall, Texas; legal description Abstract 0102, D. HARR SURVEY, Tract 15, Acres 64.514, (PT of 74.514 AC TR) as depicted in Exhibit "A" attached hereto and incorporated herein.
- C. "City"** means the City of Rockwall, Texas, a home rule municipality and its agents, employees, invitees, licensees, or visitors.
- D. "Commencement Date"** means date upon the execution by both Parties.
- E. "Parties" (unless clearly set forth otherwise)** means the City of Rockwall, acting by and through its City Manager, and the Rockwall Adoption Center (dba Legacy Humane Society).
- F. "Rockwall Adoption Center"** (dba Legacy Humane Society) means the RAC a 501(c)(3) private nonprofit corporation, and its agents, employees, invitees, licensees, or visitors
- G. "Term"** means five (5) years beginning on the Commencement Date, subject to earlier termination as set forth in this Agreement.

H. "90% live outcome" means 90% of all animals received by the Center shall leave the Center by means of return to owner, adoption or transfer.

II. ROCKWALL ADOPTION CENTER RESPONSIBILITIES

A. Operation of the Center. Beginning on the Commencement Date and continuing through the Term of this Agreement, the Rockwall Adoption Center shall maintain and operate the Center in accordance with the terms of this Agreement, to "industry best practice" standards and in accordance with all applicable state laws and local ordinances.

B. Operating Costs. Except for the operating and other costs that are the responsibility of the City as set forth in Section III of this Agreement, the RAC shall be responsible for all costs to maintain and operate the Center, including, but not limited to, the following:

- 1) Personnel costs and related benefits;
- 2) Veterinary costs including spaying/neutering costs for each animal to be adopted;
- 3) Medical costs for sick and injured animals;
- 4) Cleaning supplies and all other supplies needed for Center operation;
- 5) Vaccination costs for all animals upon intake in accordance with "industry best practices";
- 6) Species specific food costs;
- 7) Office supplies and office equipment;
- 8) Leashes, muzzles and animal handling related supplies;
- 9) All drug and costs related to medical procedures;
- 10) Phone service (long distance service only);
- 11) Computers, software and internet access;
- 12) All costs related to adoptions, both in-house and off-site;
- 13) All vehicles and vehicle operation costs as necessary;
- 14) General maintenance costs related to hoses and other equipment;
- 15) Garbage collection service; and
- 16) Such other supplies and equipment necessary for the Center operation.

C. Review of Operations. The day-to-day operations of the Center will be the responsibility of the RAC, but subject to review, comment and inspection by the City and the City Manager or her designee. At a minimum, the Parties will meet quarterly to discuss operations, financial reports, intake data, adoption rates and any other topic related to the operation and management of the Center.

D. Hours of Operation.

- 1) The Center shall be open to the public a minimum of 52 hours per week including a minimum of one weekend day (Saturday or Sunday). The facility may be closed to the public for the following holidays:

New Year's Day
Memorial Day
Christmas Day

Labor Day
Independence Day

Easter Sunday
Thanksgiving Day

In weeks that one of the above stated holidays fall, the minimum number of hours that the Center shall be open to the public shall be reduced to 42 hours. Each week begins on Sunday and ends on Saturday.

- 2) The phones shall be staffed at all times the Center is open to the public. There shall be an answering mechanism in place to answer and record messages when the phone cannot be physically answered.
- 3) The Center shall establish and maintain a Center specific website as outlined in Section L3 of this Agreement.

E. Center Administration. In connection with the administration of the Center, the RAC shall do the following:

- 1) Perform budget monitoring, financial reporting through a computerized financial system.
- 2) Prepare and provide to the City in a timely manner such reports as may be required by the terms of this Agreement.
- 3) Obtain an annual audit performed by a certified public accountant of the reporting and financial statements concerning the operation of the Center. The annual audit shall be presented to the City no later than January 1st of each calendar year. The first audit under this amended Agreement will be due by January 1, 2027.
- 4) Provide the supplies, materials, medication, pharmaceuticals, equipment, forms, reports and animal identification tags necessary to operate the Center.
- 5) Recruit and supervise all personnel necessary to operate the Center. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers to accomplish the goals of the Center.
- 6) Establish and implement a volunteer training and management plan.
- 7) Participate in scheduled quarterly facility inspections and intermittent inspections by the City for operational and administrative activities.

F. Impoundment of Animals. In connection with the impoundment of animals, the RAC shall do the following:

- 1) Be responsible for the impoundment, care, custody and feeding of any and all domestic animals as may be delivered to and/or received at the Center.
- 2) Be responsible for the impoundment of wildlife, as may be delivered and/or received at the Center, until an appropriate wildlife agency can be contacted and the wildlife then transferred into their custody.

- 3) Post photographs of all newly impounded animals on the Center website within 24 hours of impoundment, including Sundays and holidays.
- 4) Identify animals impounded at Center and make reasonable efforts to identify and contact such animal's owner. The RAC shall maintain a process for local resident to report lost and found animals, identify by any means available (including microchips) the animals with owner identification, and inform the inquiring public. This will include:
 - a. Providing "lost animal" forms that may be completed at the Center; and
 - b. Having Center staff process submitted forms with 24 hours, excluding Sundays and legal holidays.
- 5) Assign unique animal identification numbers to all animals delivered to and/or received at the Center which will be maintained by RAC and included on all reports and queries where animals are individually identified.
- 6) Comply with all current state, county and City mandates for animal retention and shall hold animals for the period established by City where:
 - a. An administrative, civil or criminal case or proceedings necessitates an extended holding period for the animal in question; or
 - b. City at its own discretion decides to extend the holding period of an animal kept at the Center.
- 7) Quarantine, as prescribed by law, all animals suspected of being rabid and/or dangers to the public at large.
- 8) Conduct a cursory examination of every animal within one (1) hour of its arrival at the Center. The examination shall be performed by a staff member(s) trained to provide animal assessments to determine emergency needs, if any. RAC shall properly document on an animal-by-animal basis that an examination/assessment is performed. The incoming animal assessment must include:
 - a. A systemic physical examination to determine if a medical condition exists which requires a veterinarian's attention;
 - b. Vaccination and de-worming as needed;
 - c. Scanning for microchip identification;
 - d. Physically attaching an identification device to the animal to identify the animal within the Center; and
 - e. Any identifying features or abnormalities on the animal.
- 9) Any dog declared to be vicious by RAC or by a City Animal Control Officer and in custody of the Center either in impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by law. All confiscated animals will be held in a secure area that is not accessible to the public or volunteers. The Center must be locked during non-business hours, when these animals are held in custody.

- 10) Notify City police immediately and notify the City in writing within one (1) business day of any animal found to be missing from the Center that had previously been impounded and/or in protective custody.
- 11) Receive animals from the unincorporated areas of Rockwall County based on emergency call out. Emergency calls are defined as follows:
 - a. Animal bites and scratches from animals without an owner.
 - b. Aggressive animals without an owner.
 - c. Public safety arrest that leaves an animal without supervision.
 - d. Injured domestic animals without an owner.
 - e. Any situation deemed an emergency by the Animal Control Supervisor.

G. Adequate Care and Treatment. The RAC will provide the following care and treatment to animals impounded at the Center:

- 1) The care and treatment necessary to ensure that animals impounded are provided with humane and appropriate levels of care, including, but not limited to, a clean environment, fresh water, adequate and species appropriate nutrition and appropriate medical/veterinary care (in accordance with all applicable State and Local laws) including vaccination upon intake.
- 2) All dogs and cats shall be examined, treated for parasites and vaccinated against the common infectious diseases of dogs and cats. All dogs and cats, except those animals visibly ill or under quarantine, shall be vaccinated as soon as possible but under no circumstances to exceed two (2) hours of the time of impoundment at the Center (including Sundays and Holidays). The RAC shall maintain vaccination and parasite control protocol.
- 3) Cages, pens and other areas of animal confinement shall have appropriate latching devices to provide for animal security and safety of the public, visitors, staff and volunteers.
- 4) RAC shall not open, operate, or expand a full-service spay/neuter clinic without prior written authorization from the City. Notwithstanding any other provision of this Agreement, RAC is authorized to provide Trap Neuter Return (“TNR”) services for feral and free-roaming cats. Such services are limited to the following:
 - a. Cats trapped outside of RAC’s jurisdiction shall be returned to the original location where trapped or transferred to a designated barn cat placement, as appropriate.
 - b. The TNR program is limited to feral cats and includes spay or neuter surgery, ear tipping for identification, and return to their outdoor environment.
 - c. RAC may charge fees for TNR services, including but not limited to a standard rate (currently \$25 per cat) and a rabies vaccination fee (currently \$5 per cat). Such fees may be adjusted from time to time at RAC’s

discretion based on operational costs, funding availability, or community need.

- 5) The RAC may offer a Veterinary Assistance Program to eligible low-income resident pet owners. These veterinary services include but are not limited to low cost spay/neuters, vaccinations, medications, microchips, amputations, eye removal, and heartworm testing. A customer must provide proof that they meet the annual household low-income limits to qualify for these veterinary services under the program.

H. Redemption and Adoption of Animals Impounded at the Center. In connection with the redemption and adoption of animals impounded at the Center, the RAC shall do the following:

- 1) Notify the owners by telephone or in person with regard to the impoundment of their animal, within twenty-four (24) hours, excluding Sundays and legal holidays; or in writing via U.S. Mail of the impoundment of their animal. The RAC shall maintain documentation of all such notification activity, which shall be made available to the City for inspection upon request. RAC is required to uphold the provisions of City Ordinances and applicable state law for any and all animals redeemed by owners residing in the incorporated area of the City of Rockwall, City of Heath and unincorporated areas of Rockwall County.
- 2) All animals offered for adoption shall, in the RAC's best judgment or upon veterinary consultation, be deemed suitable for adoption and in good health except in cases where adopting family has been made aware of special needs and has consented in writing to providing for those needs. Persons adopting animals are to be encouraged to seek an independent veterinary examination of the animals. RAC will be required to submit to the City its latest adoption procedures and policies within thirty (30) days of the Commencement Date.
- 3) The RAC shall not sell or give away to a new owner any cat or dog that has not been spayed or neutered. Cats or dogs under the appropriate age for altering shall be scheduled at the time of adoption for altering with the exception of an animal being rescued by a registered non-profit rescue organization.
- 4) All dogs and cats shall be micro-chipped prior to adoption.

I. Community Adoption Partners. The RAC is encouraged to utilize the resources of adoption partners to provide a high live animal release rate.

J. Foster Care Placement. The RAC shall implement a foster care placement program to improve Center animal care and give animals a better chance of adoption. The RAC shall provide its latest outline the foster care program and provide it to the City within thirty (30) days of Commencement Date.

K. Rabies Control Program. In furtherance of the City's rabies control program, the RAC shall do the following:

- 1) Any animal in custody to be redeemed by the animal's owner shall be checked for City registration prior to redemption.
- 2) Any unregistered dog or cat must be registered prior to being returned to animal's owner, including the payment of penalties, if appropriate.
- 3) Maintain an adequate record of identifying information in connection with all registration holders from whom registration monies are collected.
- 4) Conduct at least two (2) one-day vaccination clinics each year, to be held on a Saturday or Sunday at the Center, for the vaccination of dogs and cats, at times and dates approved by the City.

L. Materials and Information.

- 1) The RAC shall counsel and advise new animal owners about the care and socialization of the animal.
- 2) The RAC shall offer complementary educational material and animal care information programs, including the benefits of spay/neutering and humane animal care, to the public at the Center and on the Center website.
- 3) The RAC shall establish and maintain a Center specific website and include on this website photographs of all impounded animals within twenty-four (24) hours of arrival to the Center, not including Sundays and legal holidays. The City will provide a link on its website to the RAC website.

M. Euthanasia Services. The Rockwall City Council has adopted a goal of a minimum ninety percent (90%) Live Outcome for all animals impounded at the Center. The RAC will have an open enrollment intake policy for all residents from the City of Rockwall, City of Heath and unincorporated parts of Rockwall County and will use its best efforts to achieve the minimum 90% Live Outcome goal adopted by the Rockwall City Council. The RAC shall euthanize animals at the Center only as a last resort. Policies and procedures for Center services shall be based on standards and/or guidelines commonly employed in public "No Kill" shelter operations or as required by the City. All activities will be compliant with relevant provisions of state law and City ordinances. Clinical operations must comply with all Drug Enforcement Agency (DEA) regulations regarding the storage, record-keeping, inventory, use and disposal of all controlled substances.

- 1) The only acceptable method of euthanasia of a dog or cat in the custody of the Center shall be the administering of sodium pentobarbital in accordance with the recommendations and procedures currently approved by the American Veterinary Medical Association.

- 2) RAC, as deemed necessary, will only euthanize animals, other than dogs and cats in the custody of the RAC, including birds and reptiles, only in accordance with the applicable methods, recommendations, and procedures set forth in the 2020 Report of the American Veterinary Medical Association Panel on Euthanasia as modified or superseded by a subsequent report of the American Veterinary Medical Association Panel on Euthanasia that is approved by the board.
- 3) Within thirty (30) days after the Commencement Date, the RAC shall provide to the City its most recent written euthanasia policies. The RAC's euthanasia policies shall be subject to the approval of the City, such approval not to be unreasonably withheld. The euthanasia policies adopted and implemented at the Center by the RAC shall be consistent with achieving the City's ninety percent (90%) live outcome goal.
- 4) All persons performing euthanasia shall be trained in accordance to the State of Texas Euthanasia Protocol. Documentation that appropriate Center staff has been trained in this regard shall be made available on a reasonable basis to the City within thirty (30) days of training. The RAC at its own expense may use a licensed veterinarian for this procedure.
- 5) Records will be kept per City policy and state law on each euthanized animal including the following information: breed; sex; color; weight; other distinguishing characteristics; date, time and location where animal was found; method of euthanasia and reason for use of method.
- 6) Monthly euthanasia reports will be submitted to the City.

N. Proper Disposal of Diseased Animals. No animal, whether dead or alive, which has been impounded, in custody, or in quarantine at the Center, will be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. The RAC shall be responsible for the disposal of animal remains in its custody or control, in accordance with applicable laws.

O. Disease Control and Sanitation. The RAC shall maintain the Center in a clean and sanitary condition in order to control the growth or presence of bacteria, diseases and unpleasant odors. The RAC shall adopt and implement policies and procedures for disease control and sanitation based on standards and/or guidelines commonly employed in public shelter and adoption center operations. Policies and procedures in this area may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the following: Humane Society of the United States, American Humane Association, Society of Animal Welfare Administrators, Association of Shelter Veterinarians and American Veterinary Medical Association.

P. Building and Equipment Maintenance.

- 1) Except for those parts of the Center that the City is obligated to repair, replace or maintain, the RAC, at its expense, shall maintain the Center in good operating condition, ordinary wear and tear excepted, making all repairs and replacements necessary thereto, and in connection therewith shall be responsible for the following:
 - a. Building interior space areas (restrooms, lobby, corridors, carpet, flooring, employee break rooms/kitchens, office areas, doors, windows, closets, file rooms, copying and storage areas, ceiling, bathroom fixtures, and freezer units):
 - b. The RAC will provide computer and other electronic equipment as needed and maintain services. The RAC will use the City's current building security system.
 - c. Provide security personnel services as deemed necessary at the RAC's expense.
 - d. The RAC shall maintain landscape and hardscape inside all fenced areas and ensure property cleanliness.
 - e. Building mechanical systems (electrical, gas, water, sewer and HVAC). (HVAC Filter change out completed by City).
 - f. Janitorial service.
- 2) The RAC accepts the Center in its present "as-is" condition.
- 3) The RAC shall repair any damage to the Center caused by the RAC, including its agents, employees, invitees, licensees, or visitors.
- 4) The RAC shall not make any permanent improvements or alterations the Center, without the City's prior written consent.
- 5) Any permanent improvements or alterations to the Center made by RAC will become the property of the City, unless the City requests their removal by the RAC upon the expiration or earlier termination of this Agreement.
- 6) The RAC shall not allow a lien to be placed on the Center or any other property owned by the City of Rockwall.
- 7) Upon the expiration or earlier termination of this Agreement, the RAC shall vacate the Center and deliver it in as good a state of repair and condition as it was when the RAC first took occupancy, reasonable wear and tear and damage by fire, tornado, or other casualty excepted.

Q. Center Furnishings, Fixtures, and Equipment (FFE). The City will provide certain furnishings, fixtures and equipment (FFE) for the provision of sheltering services. Those items remain the property of City and shall be maintained by the RAC in accordance with reasonable use. Any of the FFE that are damaged due to RAC negligence or abuse must be replaced within a reasonable period of time at RAC's expense and must be of the same quality as the FFE provided by the City. No FFE may be removed from the premises or replaced without prior approval of City. The City will document the FFE in the Center

as of the Commencement Date. All additional furnishings, supplies and equipment, not provided by the City and required for the proper operation of the Center are the responsibility of and shall be provided by the RAC, at its expense.

R. Emergencies. The RAC shall be responsible for the evacuation of Center animals in case of emergency. Any requests for emergency response will be forwarded by telephone and electronic mail directly to RAC's designee. Any Center emergency will be immediately relayed by telephone and electronic mail to City Director or designee. The RAC shall submit to the City the latest RAC emergency response plan and Center evacuation plan within thirty (30) days of the Commencement Date.

S. Funding and Payment.

- a. The RAC will develop and provide funding for the Center.
- b. RAC may establish a fund balance reserve and any such funds must be used for future operational or capital expenses for the Center.
- c. The RAC Society shall determine, collect, and retain adoption, quarantine, donations and other fees.
- d. The City shall determine, collect and retain any and all registration/license fees.
- e. Animal registration fees/license fees collected by the RAC shall be deposited with the City once per calendar month.

T. Fee Schedule. Fee proposals from the RAC shall be presented for consideration at the City Council meeting at the first meeting in November annually and may be implemented beginning the following January 1st. If a proposal is not submitted by the RAC, the fee range shall remain constant for the following year. Minimum and maximum fees for adoptions will be approved by the City Council. The RAC may have a varied fee schedule within the approved ranges.

U. Donations. The RAC may solicit donations to offset Center operating costs, maintenance costs or for capital improvement items. All capital improvement donation campaigns shall be approved in advance by the City prior to the solicitation of funds. Likewise, all capital improvements must be approved in advance by the City.

V. Additional Contract Cities or Agencies. All contracts with any other jurisdiction or agency for services at the Center shall be negotiated solely by the City. The RAC will not enter into any other contractual agreements which directly or indirectly involve the Center, without the prior written approval of the City.

W. Reporting.

- 1) The RAC will prepare and deliver the following reports to the City within fifteen (15) days after the end of each month. Each report to include monthly and year- to-date data:
 - a) No. of intakes by Species
 - b) Outcome Statistics by Species
 - c) No. of Animals in Foster program
 - d) No. of animals in Transfer Partner program
 - e) No. of animals adopted
 - f) No. of returned adoptions
 - g) No. of animals euthanized and reason for euthanizing
 - h) Detailed financial report to include expenditures and revenues
 - i) Customer Satisfaction survey results
 - j) Any other data requested by the City
- 2) The RAC will maintain an up-to-date computerized record of all animals processed through the Center including, but not limited to, those animals that are impounded, adopted, quarantined, euthanized, animals processed at immunization clinics, and any animal receiving spaying or neutering services. Records shall also be maintained for:
 - a) The number of animals brought in/surrendered by owners for impoundment;
 - b) The number of animals impounded by each City/county;
 - c) Total animals impounded;
 - d) The number of animals adopted or transferred;
 - e) The number of stray/impounded animals returned to owner;
 - f) Total animals euthanized.
 - g) Such records shall be maintained in accordance with City policy

X. Insurance, Casualty and Condemnation.

- 1) **Liability Insurance.** The RAC, at its expense, agrees to purchase and maintain Comprehensive General Liability, Automobile Liability, and Directors and Officers Liability, and Volunteers Liability Insurance covering its activities under this Agreement. This insurance shall be provided in the amounts equal to or greater than that required under the Texas Tort Claims Act. In addition, all such insurance shall list the City and its elected officials, officers, employees, agents and representatives as an Additional Insured for the indemnification obligations under this Agreement. A copy of the policy or certificate of insurance acceptable to the City shall be submitted to the City prior to actually providing any services pursuant to this Agreement. The RAC shall maintain such insurance throughout the Term of this Agreement and provide the City thirty (30) days advance written notice of cancellation or any material change thereof.
- 2) **Worker's Compensation.** The RAC shall provide City certification of such worker's compensation insurance. The RAC further agrees to maintain such insurance through the Term of this Agreement and to provide City thirty (30) days advance written notice of cancellation or any material change thereof.

3) **Insurance Limits.**

TYPE	AMOUNTS	PROVISIONS
1. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors* c. Products/completed operations d. Personal Injury e. Contractual Liability	\$500,000 each occurrence \$1,000,000 general aggregate OR \$1,000,000 combined single limits	1. City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. 2. City prefers that insurer be rated B+ V1 or higher by A.M. Best or A or higher by Standard & Poors
2. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

4) The RAC shall not use the Center in any way that is hazardous, would increase insurance premiums, or would void any insurance maintained by the City on the building.

5) **Release of Claims/Subrogation.** The City and the RAC release each other from any claim, by subrogation or otherwise, for any damage to the Center or personal property on the Center, by reason of fire or the elements, regardless of cause, including negligence of the City or The RAC. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage. The City and the RAC will notify the issuing insurance companies of the release set forth above and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

6) **Casualty/Total or Partial Destruction.** If the Center is totally destroyed by fire, tornado, or other casualty, or if not totally destroyed if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed within 180 days, this Agreement shall terminate, effective as of the date of the damage or destruction. If the Center is damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within 180 days, this Agreement shall not terminate except as provided below. If the partial destruction of the Center occurs prior to the final 24 months of the Term, the City shall, at its sole cost and risk, proceed immediately to rebuild or repair the Center to substantially the condition in which they existed upon

commencement of the Term. The RAC shall, at its sole cost and risk, be responsible for rebuilding or repairing any damaged improvements made by RAC. In the event that the City should fail to complete such rebuilding or repairs within 180 working days from the date of written notification to the City by the RAC of the occurrence of the damage, the RAC may terminate this Agreement by written notification to the City. Upon such notification, all rights and obligations under this Agreement shall cease. If partial destruction of the Center occurs in the final 24 months of the Term, the City need not rebuild or repair the Center. If the City elects not to rebuild or repair the Center, and the Center are uninhabitable in whole or in part following such damage, RAC may elect to terminate this Agreement.

7) **Condemnation/Substantial or Partial Taking.** If the Center cannot be used for the purposes contemplated by this Agreement, because of condemnation or purchase in lieu of condemnation, this Agreement will terminate. Whether or not any portion of the Center is taken by condemnation or purchase in lieu of condemnation, the City or the RAC may elect to terminate this Agreement if fifty percent (50%) or more of the Center is taken. If there is a condemnation or purchase in lieu of condemnation and this Agreement is not terminated, the City will, at the City's expense, restore the Center. The RAC will have no claim to any condemnation award or proceeds in lieu of condemnation.

Y. Indemnification

1). THE RAC SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, LIABILITIES, AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY OR DEATH AND PROPERTY DAMAGE MADE UPON CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE RAC'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF THE RAC, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBCONTRACTOR OF THE RAC, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS AND DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER STATE LAW. RAC SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR RAC KNOWN TO RAC RELATED TO OR ARISING OUT OF RAC'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT RAC'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING RAC OF ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT OR PARAGRAPH.

2) IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY SHALL NOT APPLY WHERE THE LIABILITY IS THE RESULT OF CITY'S NEGLIGENT CONDUCT.

3). The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Z. Other Assistance. The RAC's staff shall provide other assistance as requested by the City for special dog, cat or other animal situations within the resources and facilities available through the Center.

AA. Additional Services. Any additional services provided at the Center by the RAC shall be done at no cost to the City and are subject to City's prior written approval.

III. CITY RESPONSIBILITIES

A. Name. The City will provide the Rockwall Adoption Center with the exclusive rights to use and promote the name "Rockwall Animal Adoption Center."

B. Records. The City shall make all existing operational and financial records related to the Center available to the RAC.

C. Use of the Center. The City will retain ownership of the Center building and grounds, and will provide (at no cost) the Center to the RAC under terms of this Agreement. Janitorial closets, IT closets and electrical/equipment rooms will be used only for the provision of services for which they were designed. Access will be provided to the City for maintenance of mechanical systems, and other maintenance as should be required by the City. Access will be provided to the City for Inspection and drop off of animals by City staff.

D. Equipment. In addition to the equipment presently located within the Center, the City will provide one (1) truck and the Animal Adoption Trailer to the RAC for its use. The RAC, at its expense, shall be responsible for the cleaning of and routine maintenance for these trucks and trailers. Any additional vehicles provided by RAC will be insured by RAC. All equipment provided by the City to the RAC comes with no warranties or guarantees implied or expressed.

E. Funding and Payment. The City will fund the actual costs incurred by the Rockwall Adoption Center in the performance of its obligations pursuant to this Agreement in an amount up to, but not to exceed, **\$480,000** annually. Beginning on the date of the contract execution, the City will make quarterly payments in the amount of \$120,000 with the first installment payment due on the commencement date. The amount of this subsidy will remain constant throughout the Term, unless a different amount is mutually agreed upon by the Parties in writing. Upon the expiration or earlier termination of this Agreement, any unspent or unobligated funds will be immediately returned to the City by the RAC.

F. Building and Equipment Maintenance. The City shall provide the following services:

- 1) Utility costs including local phone service, electricity, gas, water and sewer.
- 2) Debt service related to facility.
- 3) Grounds maintenance service outside the fenced area (schedule to be determined).
- 4) Maintenance of paving and drainage.
- 5) Capital improvements as approved by the City Council.
- 6) Quarterly HVAC cleaning and filter exchange.
- 7) Shall not be liable for any interruption whatsoever in water or electricity provided to the Center that are due to fire, accident, strike, acts of God or other causes beyond the control of the City or in order to make alterations, repairs or improvements.
- 8) Repair, replace, and maintain the (a) foundation, (b) roof, and (c) structural soundness of the exterior walls, the floors, and any ramps.

G. Property Insurance. The City will insure the Center against all risks or direct physical loss in an amount equal to at least ninety percent (90%) of the full replacement cost of the Center as of the date of the loss and liability. The RAC will have no claim to any proceeds of the City's insurance policy.

IV. MUTUAL RESPONSIBILITIES

A. Media and Public Relations. City has its own Public Information Officer to handle promotion of various stories involving animals impounded by the animal control officers representing the City. Some animal cruelty cases initiated by the City will generate media interest. These cases can be sensitive and the City's designated contact person will determine what information should or should not be released. It should be understood that the City will sometimes use the Center for news conference, media tours, and feature stories. The City will work closely with alerting the RAC about such news events in a timely fashion. The RAC can and is encouraged to promote Center animals in other manners, such as a "featured pet of the week." It should be understood that the City may promote certain Center animals at the request of the RAC in an effort to getting the news out about adoptions. All disaster relief efforts or emergency responses involving media will be handled by the City's public information officer.

V. TERMINATION

A. Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent.

B. Termination without Cause. Either Party may terminate this Agreement without cause with one hundred eighty (180) days written notice to the other Party.

C. City Termination with Cause. The City may terminate this Agreement with written notice to the Rockwall Adoption Center based on the failure of the RAC to perform in accordance with this Agreement or other good and sufficient cause as determined by the City. Notice of termination for cause may be immediate if in the City's determination the continuation of services is jeopardized. Otherwise, City will provide written notice of the specific cause or breach and afford the RAC thirty (30) days to remedy the issue. The remedy period may be extended by City. During this period this City will work with RAC to identify acceptable remedies.

D. Rockwall Adoption Center Termination for Cause. The RAC may terminate this Agreement with written notice to the City based on the failure of the City to perform in accordance with this Agreement. The RAC will provide written notice of the specific cause, breach, or default and afford the City thirty (30) days to remedy this issue. The remedy period may be extended by the RAC. During this period the RAC will work with the City to identify acceptable remedies.

E. Remedies. In addition to the termination rights provided herein, each Party shall be entitled to pursue all any and remedies available under law in the event of any failure by the other Party to perform in accordance with this Agreement.

VI. MISCELLANEOUS

A. Advisory Committee. In accordance with state law, the City Council will annually appoint an Advisory Committee to assist the RAC in complying with state Laws and regulations. This Advisory shall meet a minimum of three times annually to review operational procedures and state law compliance issues.

B. Legal Proceedings. The RAC staff shall participate as requested by the City Attorney's office in legal proceedings involving impounded or sheltered animals. Such proceedings shall include, but not be limited to, hearings, proceedings or other actions (such as impoundment or quarantine) under the City's Code of Ordinances or applicable state law.

C. Dispute Resolution. The Parties intend that any issues related to operations at the Center or issues relating to interactions between the employees or agents of the parties, or any issues concerning rights and responsibilities under this Agreement, be resolved at the lowest possible level. Toward that end, the Parties agree to attempt in good faith to mutually resolve disputes at a staff level in the first instance. If unresolved, the dispute will be moved to the City Manager's office. If still unresolved, the Rockwall City Council and the Rockwall Adoption Center Board or its designee shall become involved to mutually resolve the dispute. If, at this level, the Parties are still unable to reach resolution,

then the Parties may mutually agree to submit the issue in controversy to mediation using the services of a mutually agreed upon mediator. Any costs for mediation shall be borne equally by the Parties. If the Parties are unable to reach resolution through mediation, the Parties shall then be free to exercise their respective rights under this Agreement through whatever means are available under law. That may include, but is not limited to, enforcement or termination of the Agreement.

D. Notices. All notices to the Parties concerning this Agreement shall be sent to:

CITY OF ROCKWALL
385 S. GOLIAD
ROCKWALL, TEXAS 75087
ATTN: MARY SMITH, CITY MANAGER

ROCKWALL ADOPTION CENTER
1825 AIRPORT ROAD
ROCKWALL, TEXAS 75087
ATTN: MOLLY BROADNAX

ANY NOTICE REQUIRED OR GIVEN UNDER THIS AGREEMENT SHALL BE PROVIDED IN WRITING BY PLACING IT IN THE U.S. POSTAL SERVICE, FIRST CLASS POSTAGE PREPAID, TO THE ADDRESSES AND TO THE ATTENTION OF THE PARTIES SPECIFIED ABOVE, OR AS MODIFIED AT ANY TIME BY EITHER PARTY BY WRITTEN NOTICE HEREUNDER.

E. Center Surrender. If the RAC wishes to declare a financial or other emergency and surrender the Center to the City, it will give a thirty (30) day notice to the City, if possible. This obligation is in addition to the termination rights and responsibilities in Section V above.

F. Conflict with Laws. The determination that any provision of this Agreement is in conflict with any federal, state or local constitution, charter, law, ordinance, regulation or order shall not nullify any other provision of this Agreement. The conflicting provision shall continue in effect to the extent that it remains valid.

G. Governing Law; Venue. The provisions of this Agreement shall be governed by Texas law. Venue for this Agreement shall be in Rockwall County, Texas.

H. Attorney Fees. If either Party retains an attorney to enforce this Agreement, the prevailing party is entitled to recover reasonable attorney's fees.

I. Entire Agreement. This Agreement is the entire agreement of the Parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Agreement or to the expressly mentioned exhibits and riders not incorporated in writing in this Agreement.

J. Amendment of Agreement. This Agreement may be amended only by an instrument in writing signed by the City and the Rockwall Adoption Center.

K. Assignment and Subletting. The City is relying on the services and commitments of the Rockwall Adoption Center as a material inducement for entering into this Agreement. The Rockwall Adoption Center may not assign its rights and duties under this Agreement, or sublet any portion of the Center, without the prior written consent of the City.

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement and cause the Agreement to be effective on the latest day as reflected by the signatures below.

ROCKWALL ADOPTION CENTER

CITY OF ROCKWALL, TEXAS

By: _____

Name: Molly Broadnax
Title: President

Date: _____

By: _____

Name: Mary Smith
Title: City Manager

Date: _____

ATTEST:

By: _____
Kristy Teague, City Secretary



Memo

To: Rockwall Mayor & Councilmembers

From: Matt Wavering, President 

cc: Mary Smith, City Manager

Date: August 12, 2026

Re: TX Enterprise Zone for Channell Commercial Corp.

The Texas Enterprise Zone (TEZ) program is a state-level economic development tool administered by the Office of the Governor. It provides state sales and use tax refunds to qualifying businesses that make capital investments and create and/or retain jobs in Texas. The program is designed to encourage private investment and employment growth.

Channell Commercial Corporation is a manufacturer headquartered in Rockwall, recruited by the REDC and began local operations in 2016. The company expanded its Rockwall campus on Justin Road in 2023/2024. They now wish to make a substantial investment in new manufacturing equipment which will add additional business personal property value to the tax rolls.

Channell can benefit from the TEZ program by seeking a refund of state sales taxes paid on eligible purchases, which include manufacturing equipment. First, the company must be nominated by the City of Rockwall for designation as a TEZ project. A representative from Channell's business incentives and tax consultant, Ryan, will be in attendance to explain the TEZ process and to answer questions.

The process requires a public hearing, and a draft ordinance has been provided for consideration. TEZ is a state-level program and - if awarded - would have no impact on local sales tax collection, nor would the City of Rockwall incur any costs.

**CITY OF ROCKWALL, TEXAS
ORDINANCE NO. 26-**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AUTHORIZING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE ("ACT"), PROVIDING TAX INCENTIVES, DESIGNATING THE CITY MANAGER AS A LIAISON; NOMINATING CHANNELL COMMERCIAL CORPORATION ("CHANNELL") TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM ("OOGEDT") THROUGH THE ECONOMIC DEVELOPMENT BANK ("BANK") AS A TEXAS ENTERPRISE PROJECT ("PROJECT"); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rockwall, Texas (the "City") desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, the project or activity is not located in an area designated as an enterprise zone and pursuant to Chapter 2303, Subchapter F of the Act, Channell Commercial Corporation has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that Channell meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act and qualified for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment and economic activity; and

WHEREAS, the City finds that it is in full compliance with Chapter 2303, Texas Government Code prior to nomination of an eligible business;

WHEREAS, a public hearing to consider this ordinance was held by the City Council on August 17, 2026;

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

Section 1: The City nominates Channell for enterprise project status.

Section 2: The City will negotiate legally available economic incentives, at the sole discretion of the City Council that may be made available to the nominated project or activity of the qualified business. The following local incentives, at the election of the governing body, are or will be made available to the nominated project or activity of the qualified business.

- a) Freeport Exemptions
- b) Economic Development Sales Tax (4A) Contribution
- c) Other Tax Deferrals, Tax Refund or Tax Incentives
- d) Zoning Changes/Variations

- e) Streamline Permitting
- f) Community Crime Prevention Programs
- g) Job Training and Employment Services
- h) Vocational Education through local education facilities
- i) Chapter 380 Agreements
- j) Local Sales Tax Refund
- k) Tax Abatement
- l) Tax Increment Financing
- m) Building Code Exemptions
- n) Impact / Inspection Fee Exemptions
- o) Improved Police and/or Fire Protection
- p) Special Public Transportation Routes or Reduced Fares
- q) Capital Improvements in Water and Sewer Facilities
- r) Road Repair
- s) Create or Improvement of Parks
- t) Low-Interest Loans for Business
- u) Provision of Publicly Owned Land for Development Purposes
- v) One-Stop Permitting, Problem Resolution Center or Ombudsmen
- w) Promotion and Marketing Services
- x) Retraining Program
- y) Literacy and Employment Skills Programs
- z) Customized Job Training

Section 3: The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

Section 4: The City of Rockwall City Council directs and designates the City Manager, or their designee, as the City's liaison to communicate and negotiate with the OOGEDT through the Bank and Enterprise Project(s) and to oversee enterprise zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an Enterprise Project.

Section 5: The City finds that Channell meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- (a.) Channell is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- (b.) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- (c.) The designation of Channell as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

Section 6: That the Enterprise Project shall take effect on the date of designation of the enterprise project by OOEDT and terminate five (5) years after the date of designation.

Section 7: This ordinance shall take effect from and after its passage as the law and charter in such case provides.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL,
TEXAS, THIS 8TH day of SEPTEMBER, 2026.**

Tim McCallum, Mayor

ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank Garza, City Attorney

1st reading: 08-17-2026

2nd reading: 09-08-2026



CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

DATE: August 17, 2026

APPLICANT: Matt Benedetto

CASE NUMBER: Z2026-038; *Specific Use Permit (SUP) for a Residential Infill Adjacent to an Established Subdivision at 521 Renfro Street*

SUMMARY

Hold a public hearing to discuss and consider a request by Matt Benedetto on behalf Steven Stanley for the approval of a Specific Use Permit (SUP) for *Residential Infill Adjacent to an Established Subdivision* for the purpose of constructing a single-family home on a 0.637-acre parcel of land identified as Lot 5, Block A, Las Primeras Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 521 Renfro Street, and take any action necessary.

BACKGROUND

The subject property was annexed sometime between April 1911 and April 1934 according to the City's Sanborn Maps. According to the January 3, 1972 zoning map the subject property was zoned Commercial (C) District. At some point between June 14, 1983 and July 11, 1985, the subject property was rezoned from a Commercial (C) District to a Single Family (SF-7) District. In review of the available aerial imagery and permitting history, there is an accessory building located on the subject property; however, the date of construction could not be determined. That being said, the remainder of the subject property has remained vacant since the time of annexation. On May 4, 2026, the City Council approved a Replat [*i.e. Case No. P2026-013*] for the purpose of combining two (2) parcels of land into one (1) new lot to facilitate the future sale and development of the property.

PURPOSE

The applicant -- *Matt Benedetto* -- is requesting the approval of a Specific Use Permit (SUP) for the purpose of constructing a single-family home on the subject property in accordance with Subsection 02.03(B) (11), *Residential Infill in or Adjacent to an Established Subdivision*, and Subsection 02.03, *Conditional Land Use Standards*, of Article 04, *Permissible Uses*, of the Unified Development Code (UDC).

ADJACENT LAND USES AND ACCESS

The subject property is located at 521 Renfro Street. The land uses adjacent to the subject property are as follows:

North: Directly north of the subject property is a 0.5-acre tract of land [*i.e. Tract 13 of the R. Ballard Survey, Abstract No. 29*] developed with a single-family home and zoned Single-Family 7 (SF-7) District. North of this are multiple lots that make up part of Phase 2 of the Park Place West Addition, which consists of 92 lots, is 100% developed, and has been in existence since August 8, 2005. These lots are zoned Planned Development District 59 (PD-59). Beyond this are four (4) parcels of land [*i.e. 301, 303, 305 & 401 Renfro Street*] developed with single-family homes. All of these lots are zoned Single-Family 7 (SF-7) District.

South: Directly south of the subject property are four (4) parcels of land [*i.e. 601, 605, 607 & 609 Renfro Street*] which make up three (3) different subdivisions [*i.e. Las Primers, Renfro Place South, and Abbott Addition*]. These lots are developed with single-family homes and are zoned Single-Family 7 (SF-7) District. Beyond this is Phase 3 of the Park Place West Subdivision, which consists of 82 lots, is 96.34% developed and has been in existence since May 21, 2018. All of these lots are zoned Planned Development District 59 (PD-59). South of this is Park Place

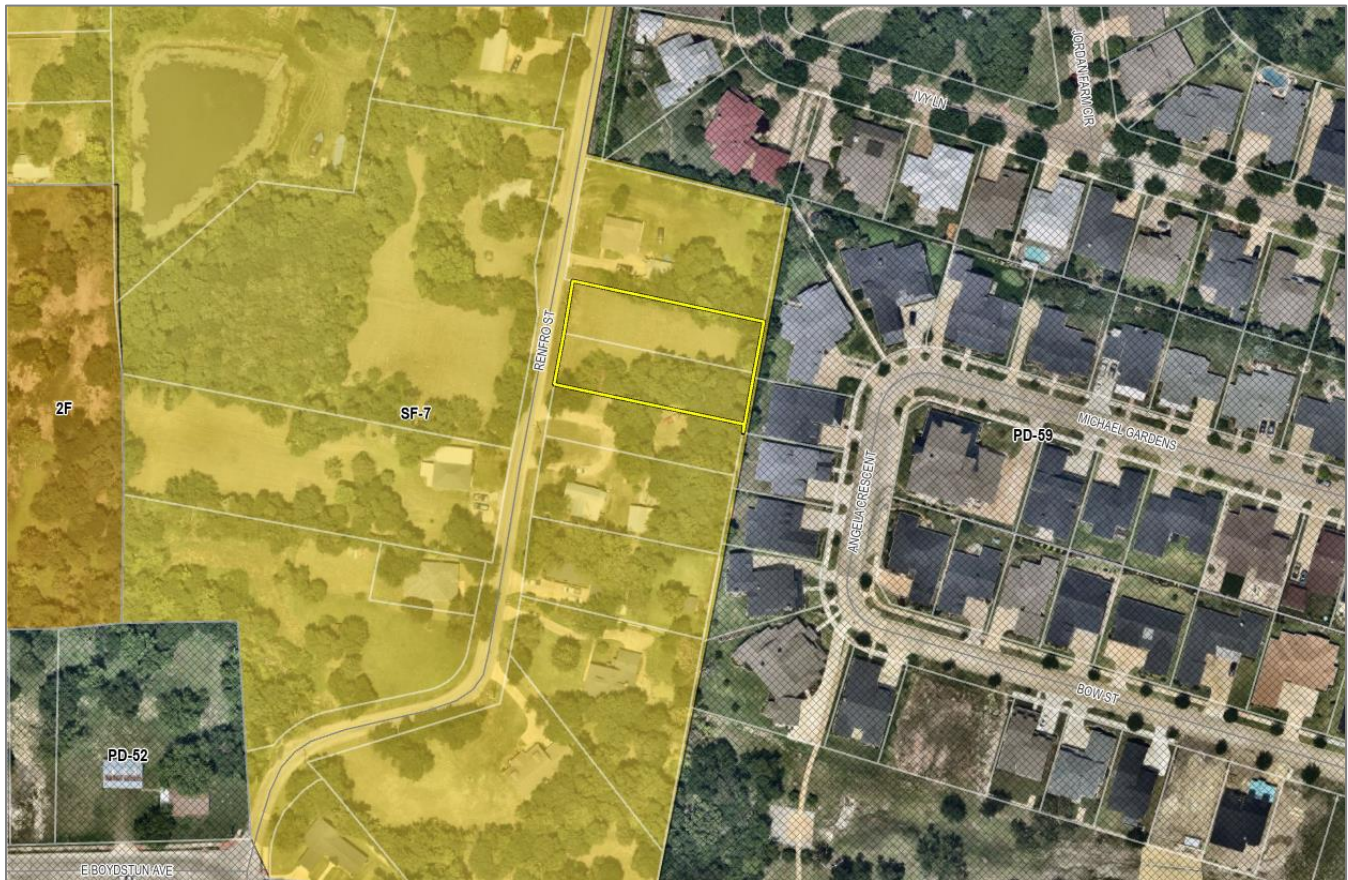
Boulevard, which is classified as a *Minor Collector* on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan.

East: Directly east of the subject property are three (3) parcels of land [i.e. 602, 608 & 614 Angela Crescent Street] developed with single-family homes. Beyond this is Angela Crescent Street, which is classified as a R2 (i.e. *residential, two [2] lane, undivided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. East of this are various lots that make up the remainder of Phase 3 of the Park Place West Subdivision, which consists of 82 lots, is 96.34% developed and has been in existence since May 21, 2018. All of these lots are zoned Planned Development District 59 (PD-59).

West: Directly west of the subject property is Renfro Street, which is classified as a R2 (i.e. *residential, two [2] lane, undivided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a 2.6-acre tract of land [i.e. Tract 65 of the R. Ballard Survey, Abstract No.29] developed with a single-family home and a vacant 6.6-acre parcel of land [i.e. Lot 8, Block A, Richard Harris #2 Addition. West of this are various parcels of land that make up part of two (2) different subdivisions [i.e. B.F. Boydston, & Harris Subdivisions]. These properties are all zoned Two-Family (2F) District.

MAP 1: LOCATION MAP

YELLOW: SUBJECT PROPERTY



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

Article 13, *Definitions*, of the Unified Development Code (UDC) defines *Residential Infill in or Adjacent to an Established Subdivision* as “(t)he new development of a single-family home or duplex on an existing vacant or undeveloped parcel of land or the redevelopment of a developed parcel of land for a new single-family home or duplex within an established subdivision that is mostly or entirely built-out.” An *established subdivision* is further defined in Subsection 02.03(B) (11) of Article 04, *Permissible Uses*, of the UDC as “...a subdivision that consists of five (5) or more lots, that is 90% developed, and that has been in existence for more than ten (10) years.” In this case, the subject property is within 500-feet of Phase 2 of Park Place West Subdivision which has been in existence since August 8, 2005, consists of 92 lots, and is considered to be 100%

developed. The *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the UDC, requires a Specific Use Permit (SUP) for *Residential Infill in or Adjacent to an Established Subdivision* in all single-family zoning districts, the Two-Family (2F) District, the Downtown (DT) District, and the Residential-Office (RO) District. This property, being within 500-feet of an established subdivision and being zoned Single-Family 7 (SF-7) District, requires a Specific Use Permit (SUP).

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

Housing Design and Characteristics	Existing Housing on Renfro Street	Proposed Housing
Building Height	One (1) & Two (2) Story	Two (2) Story
Building Orientation	All of the homes are oriented toward Renfro Street.	The front elevation of the home will face Renfro Street
Year Built	1925-1998	N/A
Building SF on Property	960 SF – 3,306 SF	4,968 SF
Building Architecture	Mostly Single-Family Homes	Comparable Architecture to the Surrounding New Single-Family Homes
Building Setbacks:		
Front	20-Feet or Greater	40-Feet
Side	Estimated between zero (0) and greater than ten (10) feet.	X> 6-Feet
Rear	The rear yard setbacks appear to be greater than ten (10) feet.	X>10-Feet
Building Materials	Brick and Siding	Siding & Stone
Paint and Color	Grey, White, Red, Blue, Yellow	N/A
Roofs	Composite & Asphalt Shingles	Composite Shingle
Driveways/Garages	Driveways all front the same street the single-family home faces. Front-facing and some with no garages.	The proposed garage will be a side-entry garage.

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

NOTIFICATIONS

On July 21, 2026, staff mailed 72 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Park Place Homeowner's Association (HOA), which is the only HOA within 1,500-feet of the subject property participating in the Neighborhood Notification Program. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). At the time this report was written, staff had received four (4) notices back in favor of the applicant's request.

CONDITIONS OF APPROVAL

If City Council chooses to approve of the applicant's request for a Specific Use Permit (SUP) for *Residential Infill Adjacent to an Established Subdivision*, then staff would propose the following conditions of approval:

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

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

PLANNING AND ZONING COMMISSION

On August 11, 2026, the Planning and Zoning Commission approved a motion to recommend approval of the *Specific Use Permit (SUP)* by a vote of 6-0, with Commissioner Williams absent.



DEVELOPMENT APPLICATION

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

STAFF USE ONLY

PLANNING & ZONING CASE NO.

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

DIRECTOR OF PLANNING:

CITY ENGINEER:

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

PLATTING APPLICATION FEES:

- ☐ MASTER PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ PRELIMINARY PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ FINAL PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ REPLAT (\$500.00 + \$20.00 ACRE) ^{1&3}
- ☐ AMENDING OR MINOR PLAT (\$500.00)
- ☐ PLAT REINSTATEMENT REQUEST (\$200.00)

SITE PLAN APPLICATION FEES:

- ☐ SITE PLAN (\$1,000.00 + \$20.00 ACRE) ^{1&2}
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$500.00) ²

OTHER APPLICATION FEES:

- ☐ TREE REMOVAL (\$200.00)
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [RESIDENTIAL] (\$200.00) ²
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [COMMERCIAL] (\$1,000.00) ²

ZONING APPLICATION FEES:

- ☐ ZONING CHANGE (\$1,000.00 + \$20.00 ACRE) ^{1&3}
- ☒ SPECIFIC USE PERMIT [RESIDENTIAL] (\$200.00 + \$20.00 ACRE) ^{1,2&3}
- ☐ SPECIFIC USE PERMIT [COMMERCIAL] (\$1,000.00 + \$20.00 ACRE) ^{1,2&3}
- ☐ PLANNED DEVELOPMENT DISTRICT (\$1,500.00 + \$20.00 ACRE) ^{1&3}
- ☐ PD DEVELOPMENT PLANS (\$1,500.00 + \$20.00 ACRE) ^{1&3}

NOTES:

¹: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

²: A **\$2,500.00** FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

³: AN ADDITIONAL FEE OF **\$150.00** WILL BE REQUIRED FOR THE COST OF NOTIFICATIONS.

PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 521 Renfro St

SUBDIVISION

LOT

5

BLOCK

A

GENERAL LOCATION

Renfro St & Hartman St

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING

CURRENT USE

PROPOSED ZONING

PROPOSED USE

ACREAGE

0.637 Acre LOTS [CURRENT]

1

LOTS [PROPOSED]

1

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

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

☐ OWNER

Steven Stanley

☐ APPLICANT

Matt Benedetto

CONTACT PERSON

CONTACT PERSON

Highview Homes

ADDRESS

ADDRESS

CITY, STATE & ZIP

CITY, STATE & ZIP

PHONE

PHONE

E-MAIL

E-MAIL

NOTARY VERIFICATION [REQUIRED]

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

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 370.00 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 13th DAY OF July, 2026. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

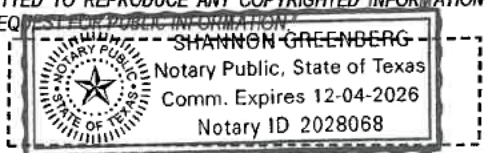
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 13 DAY OF July, 2026.

OWNER'S SIGNATURE

Steven Stanley

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Shannon Greenberg



MY COMMISSION EXPIRES 12-04-2026



Z2026-038: Specific Use Permit (SUP) for a Residential Infill at 521 Renfro Street

RENFRO ST

SF-7

PD-59

Case Location Map = 



City of Rockwall

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

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

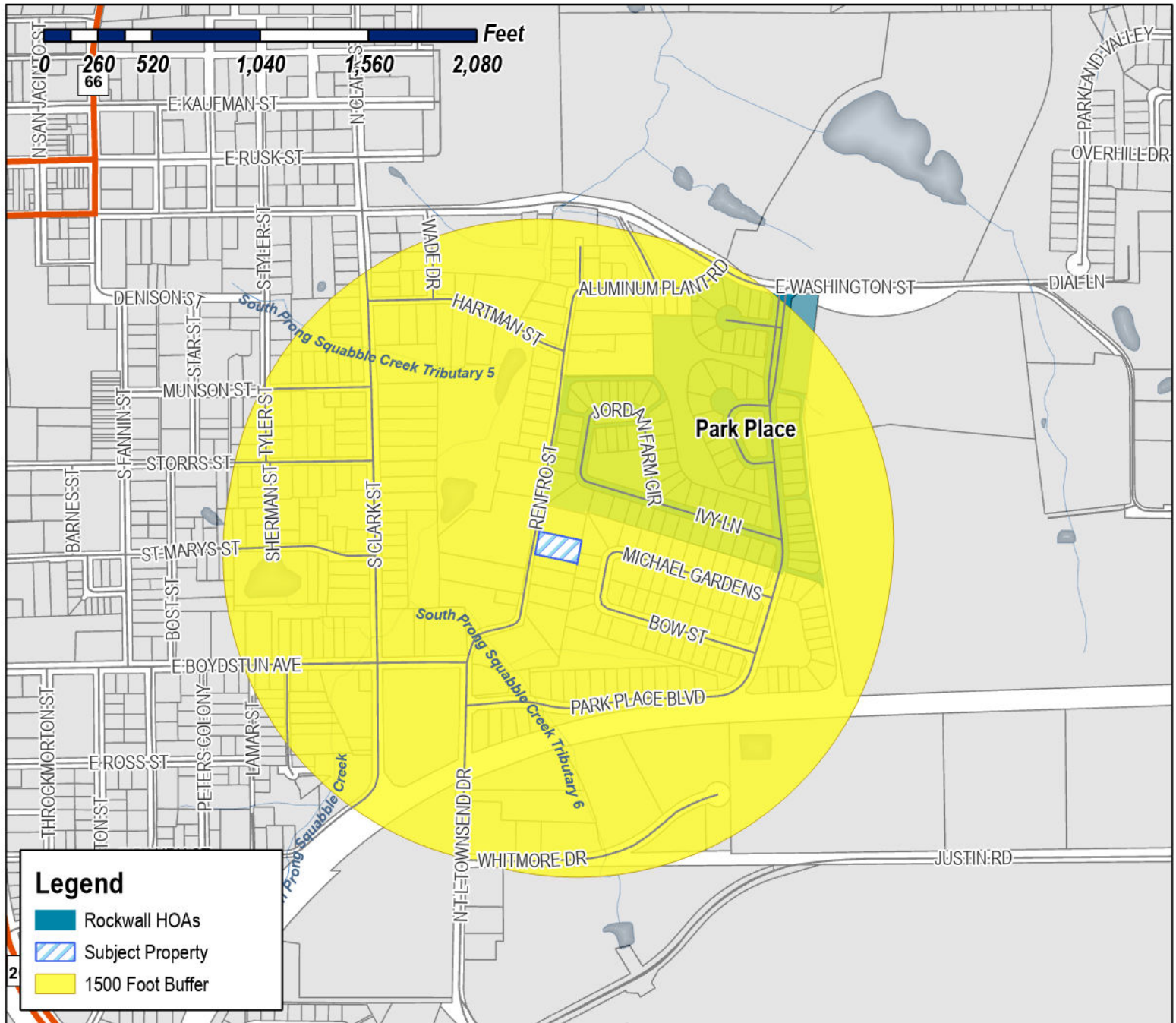




City of Rockwall

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Case Number: Z2026-038
Case Name: SUP for Residential Infill
Case Type: Zoning
Zoning: Single-Family 7 (SF-7) District
Case Address: 521 Renfro Street

Date Saved: 7/14/2026

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



From: [Zavala, Melanie](#)
Cc: [Miller, Ryan](#); [Lee, Henry](#); [Ross, Bethany](#); [Guevara, Angelica](#)
Subject: Neighborhood Notification Program [Z2026-038]
Date: Wednesday, July 22, 2026 10:36:21 AM
Attachments: [Public Notice \(07.21.2026\).pdf](#)
[HOA Map \(07.14.2026\).pdf](#)

HOA/Neighborhood Association Representative:

Per your participation in the Neighborhood Notification Program, you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on Friday, July 24, 2026. The Planning and Zoning Commission will hold a public hearing on Tuesday, August 11, 2026 at 6:00 PM, and the City Council will hold a public hearing on Monday, August 17, 2026 at 6:00 PM. Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

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

-
Z2026-038: SUP for Residential Infill

Hold a public hearing to discuss and consider a request by Matt Benedetto on behalf Steven Stanley for the approval of a Specific Use Permit (SUP) for Residential Infill Adjacent to an Established Subdivision for the purpose of constructing a single-family home on a 0.637-acre parcel of land identified as Lot 5, Block A, Las Primeras Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 521 Renfro Street, and take any action necessary.

Melanie Zavala

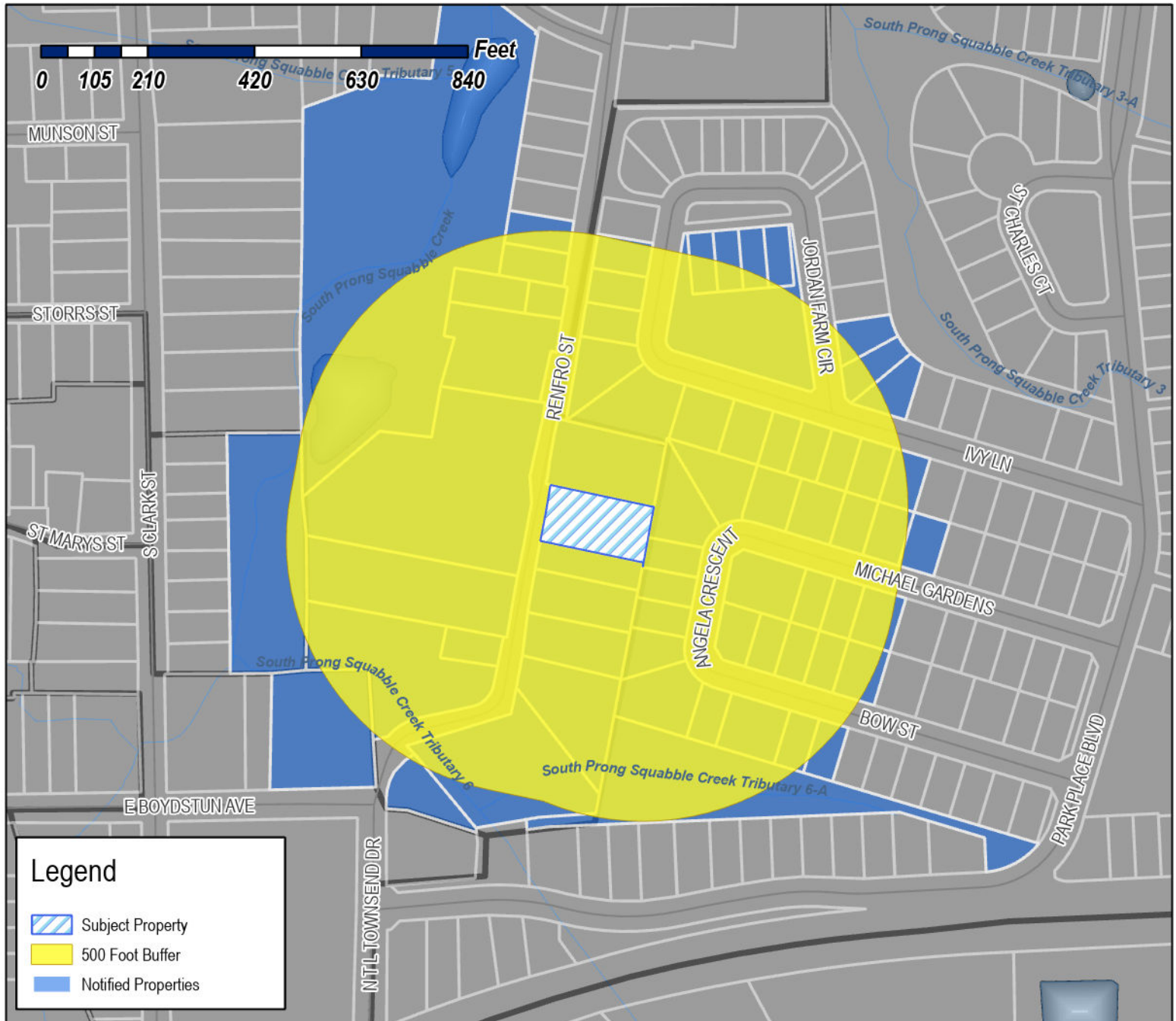
Planning & Zoning Coordinator | Planning Dept. | City of Rockwall
385 S. Goliad Street | Rockwall, TX 75087
[Planning & Zoning Rockwall](#)
972-771-7745 Ext. 6568



City of Rockwall

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

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Case Number: Z2026-038
Case Name: SUP for Residential Infill
Case Type: Zoning
Zoning: Single-Family 7 (SF-7) District
Case Address: 521 Renfro Street

Date Saved: 7/14/2026

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



PLUNKETT NEIL F AND GAYLA A
1000 BOW ST
ROCKWALL, TX 75087

LADD JESSE & TAMMY
1001 MICHAEL GARDENS
ROCKWALL, TX 75087

JONES COLLINS BRUCE & JERALDINE C
1002 BOW ST.
ROCKWALL, TX 75087

TENNEY LYNN H III AND CHRISTINE L
1002 IVY LN
ROCKWALL, TX 75087

BREWER ROBERT AND GAYLE
1004 MICHAEL GARDENS
ROCKWALL, TX 75087

MILLER MARION F
1005 BOW ST.
ROCKWALL, TX 75087

MOSELEY TIM AND MELISSA
1007 MICHAEL GARDENS
ROCKWALL, TX 75087

BRIDGES SANDRA DAVIS
1008 IVY LANE
ROCKWALL, TX 75087

RESIDENT
1009 IVY LN
ROCKWALL, TX 75087

LUTES GREGORY AND SUSAN
1009 BOW ST
ROCKWALL, TX 75087

RESIDENT
1010 BOW ST
ROCKWALL, TX 75087

DANIELS JERRY RONALD
1011 MICHAEL GARDENS
ROCKWALL, TX 75087

HOLLEY TERRY AND LIBBY
1012 MICHAEL GARDENS
ROCKWALL, TX 75087

STEWART ROBIN
1013 BOW STREET
ROCKWALL, TX 75087

MANZ CHARLES & CHRISTAL
1014 Bow St
Rockwall, TX 75087

MOORE BECKY INEZ AND
CYNTHIA ANN HUDDLESTON
1014 IVY LN
ROCKWALL, TX 75087

JONES RONALD AND MARILYN
1015 MICHAEL GARDENS
ROCKWALL, TX 75087

FOX KARA ANN KENNIMER
1016 MICHAEL GARDENS
ROCKWALL, TX 75087

RESIDENT
1017 BOW ST
ROCKWALL, TX 75087

RAMIREZ JOEL DEAN AND TAMARA KAYE
1018 Bow St
Rockwall, TX 75087

DEVINE FAMILY TRUST
RUTH C DEVINE- TRUSTEE
1019 MICHAEL GARDENS
ROCKWALL, TX 75087

BREZIK JAMES AND ROBIN
1020 MICHAEL GDNS
ROCKWALL, TX 75087

DAVIDSON HENDRICA
1021 BOW ST
ROCKWALL, TX 75087

CANO OSCAR AND NANCY
1025 MICHAEL GARDENS
ROCKWALL, TX 75087

OLIVARES JAIME
1209 QUAIL DR
GARLAND, TX 75040

HOGUE MIKE AND VICKY
1498 HUBBARD DR
FORNEY, TX 75126

HELTON TIMOTHY STEVEN AND DELENA ANN
1804 STONE HARBOR WAY
KNOXVILLE, TN 37922

RICHARD HARRIS LIVING TRUST
RICHARD HARRIS - TRUSTEE
210 GLENN AVE
ROCKWALL, TX 75087

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

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

BUTTERLY GLENN MARCUS III & SHWETHA
MARCELLINA
3506 ANTHONY CIRCLE
ROWLETT, TX 75088

CLARK STREET VENTURES LLC
401 COUNTRY RIDGE RD
ROCKWALL, TX 75087

RESIDENT
410 RENFRO ST
ROCKWALL, TX 75087

RESIDENT
412 RENFRO ST
ROCKWALL, TX 75087

FLYNT GARY & NANCY
414 JORDAN FARM CIRCLE
ROCKWALL, TX 75087

HOWARD DALE E AND JOYCE
420 JORDAN FARM CIRCLE
ROCKWALL, TX 75087

WALKER ANTHONY W AND JENNIFER
426 JORDAN FARM CIR
ROCKWALL, TX 75087

ROGERS PAULA S
429 JORDAN FARM CIR
ROCKWALL, TX 75087

RESIDENT
434 JORDAN FARM CIR
ROCKWALL, TX 75087

CONWAY MICHAEL AND JEAN
435 JORDAN FARM
ROCKWALL, TX 75087

RESIDENT
500 RENFRO ST
ROCKWALL, TX 75087

SAMPLES ELVA NELL
502 RENFRO ST
ROCKWALL, TX 75087

SAMPLES ELVA NELL
502 RENFRO ST
ROCKWALL, TX 75087

RESIDENT
506 RENFRO ST
ROCKWALL, TX 75087

RESIDENT
507 RENFRO ST
ROCKWALL, TX 75087

RESIDENT
601 RENFRO ST
ROCKWALL, TX 75087

RESIDENT
601 RENFRO ST
ROCKWALL, TX 75087

KIMBALL AARON AND LEANNA
602 ANGELA CRESCENT
ROCKWALL, TX 75087

HOGUE CAROLYN SUE
602 RENFRO
ROCKWALL, TX 75087

CALDWELL KEVIN L & LINDA D
605 RENFRO ST
ROCKWALL, TX 75087

RESIDENT
606 RENFRO ST
ROCKWALL, TX 75087

HARRINGTON DEBORAH
607 RENFRO ST
ROCKWALL, TX 75087

STOVALL PERRY J & BEVERLY A
608 ANGELA CRESCENT
ROCKWALL, TX 75087

ROBERTS TERRY DON AND MICHELLE
614 Angela Cres
Rockwall, TX 75087

ABBOTT TODD & WHITNEY
619 RENFRO STREET
ROCKWALL, TX 75087

RATLEY GLORIA ANN
620 ANGELA CRESCENT
ROCKWALL, TX 75087

KNOERR KELLIE MICHELLE
626 Angela Cres
Rockwall, TX 75087

KENNEDY BRENDA K
701 T L TOWNSEND DR
ROCKWALL, TX 75087

RESIDENT
709 E BOYDSTUN AVE
ROCKWALL, TX 75087

HURST RICHARD AND KIM
709B W Rusk St PMB 825
Rockwall, TX 75087

WARDELL JOHN P & JULIE C
880 IVY LN
ROCKWALL, TX 75087

RESIDENT
886 IVY LN
ROCKWALL, TX 75087

BARRIER CHRISTIA A
891 IVY LN
ROCKWALL, TX 75087

GLENN CAITLIN
892 IVY LN
ROCKWALL, TX 75087

RAGSDALE ELIZABETH J LIFE ESTATE
LISA JANE BAKER & DONALD KIRK RAGSDALE
895 IVY LN
ROCKWALL, TX 75087

MARSHA MASON REVOCABLE TRUST
901 IVY LN
ROCKWALL, TX 75087

STINEBAUGH DEANNA
905 IVY LANE
ROCKWALL, TX 75087

KENT AND NARSHA MCKINNEY REVOCABLE
TRUST
KENT & NARSHA MCKINNEY - TRUSTEES
908 IVY LN
ROCKWALL, TX 75087

SWARTZ RODRICK SHANNON & DEBORAH KAY
914 IVY LN
ROCKWALL, TX 75087

ALLISON DEANNA JO
PO BOX 1624
ROCKWALL, TX 75087

MISHLER MICHAEL L AND RHONDA
PO BOX 38
ROCKWALL, TX 75087

HOWELL RONALD L AND MICHELE L
PO BOX 761
ROCKWALL, TX 75087

PUBLIC NOTICE



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

Property Owner and/or Resident of the City of Rockwall:

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

Z2026-038: SUP for Residential Infill

Hold a public hearing to discuss and consider a request by Matt Benedetto on behalf Steven Stanley for the approval of a *Specific Use Permit (SUP)* for *Residential Infill Adjacent to an Established Subdivision* for the purpose of constructing a single-family home on a 0.637-acre parcel of land identified as Lot 5, Block A, Las Primeras Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 521 Renfro Street, and take any action necessary.

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on Tuesday, August 11, 2026 at 6:00 PM, and the City Council will hold a public hearing on Monday, August 17, 2026 at 6:00 PM. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

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

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

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

Your comments must be received by Monday, August 17, 2026 at 4:00 PM to ensure they are included in the information provided to the City Council.

Sincerely,

Ryan Miller, AICP
Director of Planning & Zoning



MORE INFORMATION ON THIS CASE CAN BE FOUND AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

— . . . PLEASE RETURN THE BELOW FORM — . . .

Case No. Z2026-038: SUP for Residential Infill

Please place a check mark on the appropriate line below:

- ☐ I am in favor of the request for the reasons listed below.
- ☐ I am opposed to the request for the reasons listed below.

Name:

Address:

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

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

ZONING & SPECIFIC USE PERMIT INFORMATION FORM



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

CASE NUMBER Z2026-038

PLEASE PLACE A CHECK MARK ON THE APPROPRIATE LINE BELOW.

- ☒ I am in favor of the request
☐ I am in opposition of the request

NAME John and Julie Wardell

ADDRESS

PLEASE PROVIDE ANY ADDITIONAL INFORMATION CONCERNING YOUR SUPPORT OR OPPOSITION TO THE REQUEST.

This home and family will be a great addition to this area.

PLEASE CHECK ALL THAT APPLY.

- ☒ I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
☐ I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
☐ I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
☐ I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
☐ Other:

HOW DID YOU HEAR ABOUT THIS ZONING OR SPECIFIC USE PERMIT (SUP) REQUEST?

- ☒ I received a property owner notification in the mail
☐ I read about the request on the City's website
☐ I saw a zoning sign on the property
☐ I read about the request in the Rockwall Herald Banner
☐ My neighbors told me about the request
☐ Other:

Please place a check mark on the appropriate line below:

☒ I am in favor of the request for the reasons listed below.

☐ I am opposed to the request for the reasons listed below.

Would love to see a beautiful home there.
Matt is a great guy and wonderful builder —
he built our home in Park Place and we
love it. Can only increase our property value.

Name:

Melissa Moseley

Address:

[REDACTED ADDRESS]

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

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ZONING & SPECIFIC USE PERMIT INFORMATION FORM



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

CASE NUMBER Z2026-038

PLEASE PLACE A CHECK MARK ON THE APPROPRIATE LINE BELOW.

- ☒ I am in favor of the request
☐ I am in opposition of the request

NAME Michael Mishler

ADDRESS

PLEASE PROVIDE ANY ADDITIONAL INFORMATION CONCERNING YOUR SUPPORT OR OPPOSITION TO THE REQUEST.

Will be great neighbors to Park Place.

PLEASE CHECK ALL THAT APPLY.

- ☒ I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
☐ I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
☐ I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
☐ I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
☐ Other:

HOW DID YOU HEAR ABOUT THIS ZONING OR SPECIFIC USE PERMIT (SUP) REQUEST?

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☐ I read about the request in the Rockwall Herald Banner
☐ My neighbors told me about the request
☐ Other:

ZONING & SPECIFIC USE PERMIT INFORMATION FORM



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

CASE NUMBER Z2026-038

PLEASE PLACE A CHECK MARK ON THE APPROPRIATE LINE BELOW.

- ☒ I am in favor of the request
☐ I am in opposition of the request

NAME Robert Brewer

ADDRESS

PLEASE PROVIDE ANY ADDITIONAL INFORMATION CONCERNING YOUR SUPPORT OR OPPOSITION TO THE REQUEST.

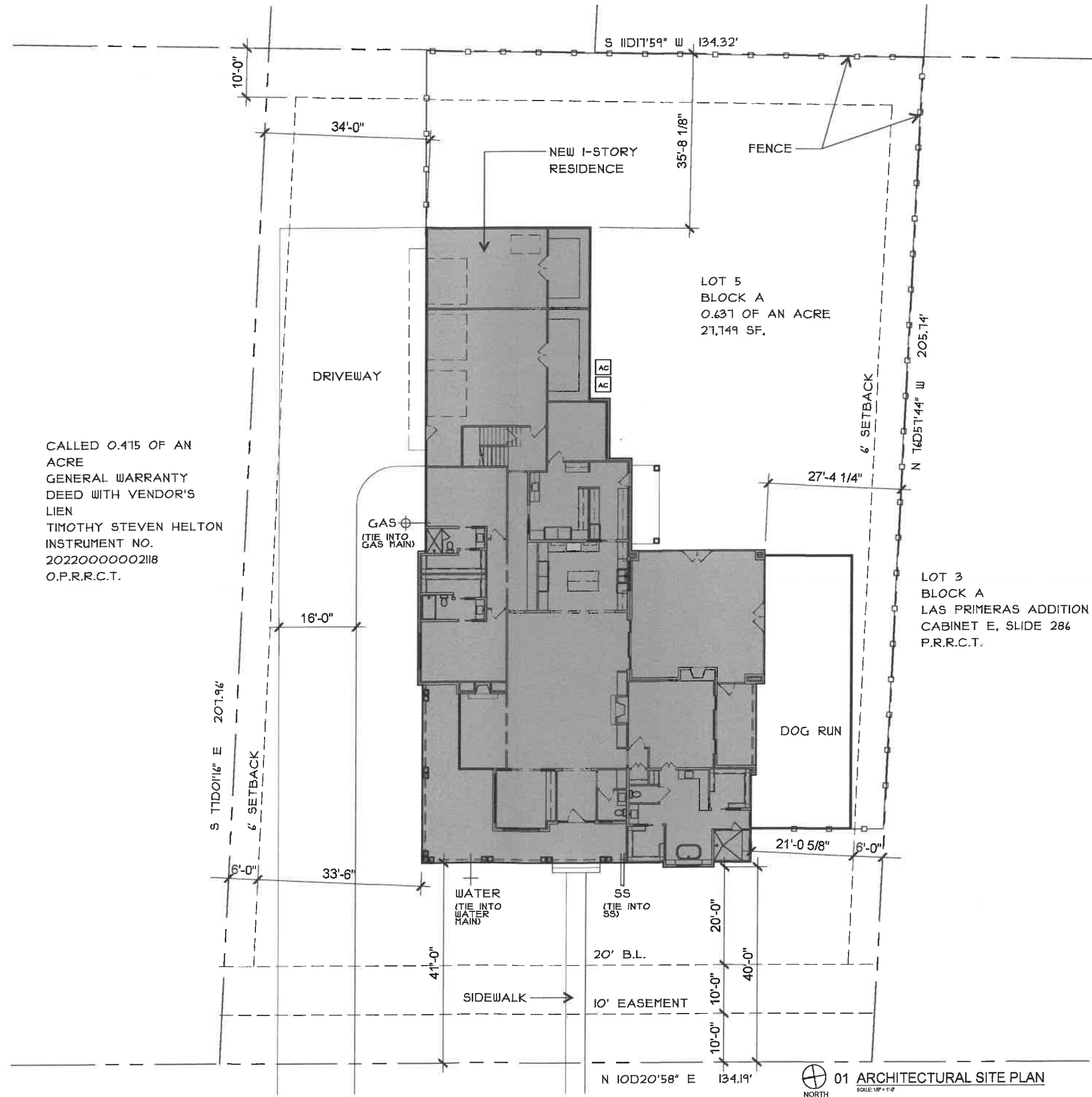
Will be a great addition to the neighborhood.

PLEASE CHECK ALL THAT APPLY.

- ☒ I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
☐ I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
☒ I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
☐ I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
☐ Other:

HOW DID YOU HEAR ABOUT THIS ZONING OR SPECIFIC USE PERMIT (SUP) REQUEST?

- ☒ I received a property owner notification in the mail
☐ I read about the request on the City's website
☐ I saw a zoning sign on the property
☐ I read about the request in the Rockwall Herald Banner
☐ My neighbors told me about the request
☐ Other:



CALLED 0.415 OF AN
 ACRE
 GENERAL WARRANTY
 DEED WITH VENDOR'S
 LIEN
 TIMOTHY STEVEN HELTON
 INSTRUMENT NO.
 20220000002118
 O.P.R.R.C.T.



STANLEY
 RESIDENCE
 521 RENFRO
 STREET
 ROCKWALL, TX
 75087

ISSUE LOG

DATE	DESCRIPTION
10/01/2021	FOR BID AND PERMIT

FOR BID AND PERMIT

REVISION LOG

DATE	DESCRIPTION	REV. NO.
------	-------------	----------

DATE DESCRIPTION REV. NO.

ISSUED FOR:

- ☐ PRELIMINARY -
- ☒ BIDDING / PERMIT
- ☐ REVISION
- ☐ FOR CONSTRUCTION



OWNER:
STEVE AND ROBIN STANLEY

CONTRACTOR:
 MATT BENEDETTO
 MBENED@GMAIL.COM
 214-454-8233

DESIGNER:
 PATRICK PHILIPS
 PHILIPS@FANNINGPHILIPS.COM
 214-284-6774

ARCH. PROJ. #

SCALE:

2021 REF. DRAWING

SHEET NO.

A2.1

SITE PLAN

01 ARCHITECTURAL SITE PLAN
 SCALE: 1/8" = 1'-0"

ISSUE LOG		
DATE	DESCRIPTION	BY

REVISION LOG

DATE	DESCRIPTION	REV

ISSUED FOR:

☐ PRELIMINARY -

☒ BIDDING / PERMIT

☐ REVISION

☐ FOR CONSTRUCTION

Fanning Phillips
DESIGN

OWNER:
STEVE AND ROBIN STANLEY

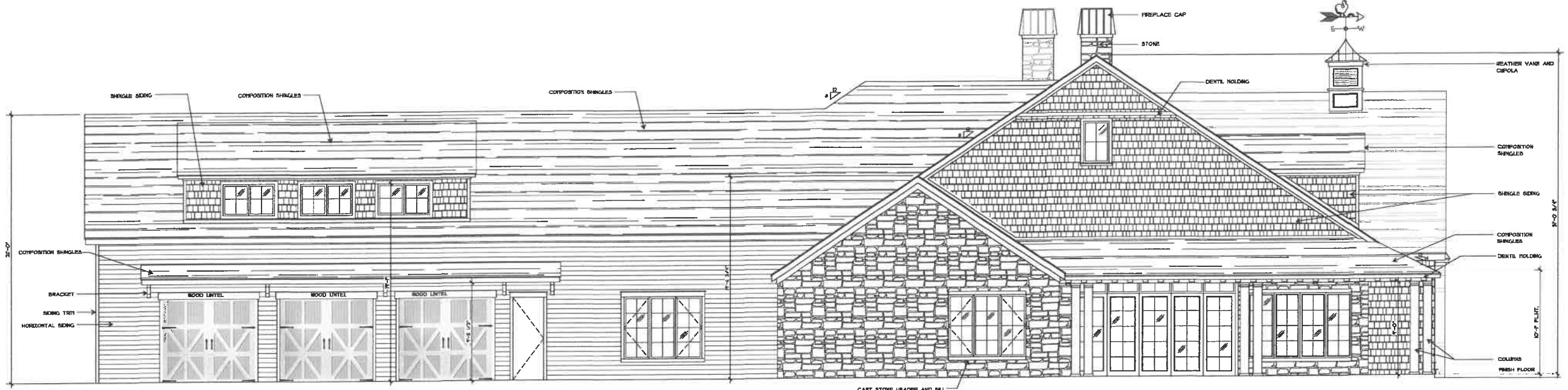
CONTRACTOR:
NATE BENDER
natebender@outlook.com
214-454-6033

DESIGNER:
PATRICK PHILLIPS
patrick@fanningphillips.com
214-264-8734

ARCH. PROJ. #
20201

SCALE:
REF. DRAWING

SHEET NO.
A5.1
ELEVATIONS



02 NORTH ELEVATION
SCALE 1/4"=1'-0"



01 WEST ELEVATION
SCALE 1/4"=1'-0"



STANLEY
RESIDENCE
521 RENFRO
STREET
ROCKWALL, TX
75087

ISSUE LOG

DATE	DESCRIPTION
ISSUE	
FOR BID AND PERMIT	

REVISION LOG

DATE	DESCRIPTION	REV
ISSUE		NO

ISSUED FOR:

- ☐ PRELIMINARY -
☒ BIDDING / PERMIT
☐ REVISION
☐ FOR CONSTRUCTION



OWNER:
STEVE AND ROBIN STANLEY

CONTRACTOR:
MATT SHERIDAN
msheridan@stanley.com
214-454-8233

DESIGNER:
FANNING PHELPS
fphelps@fanningphelps.com
214-354-8734

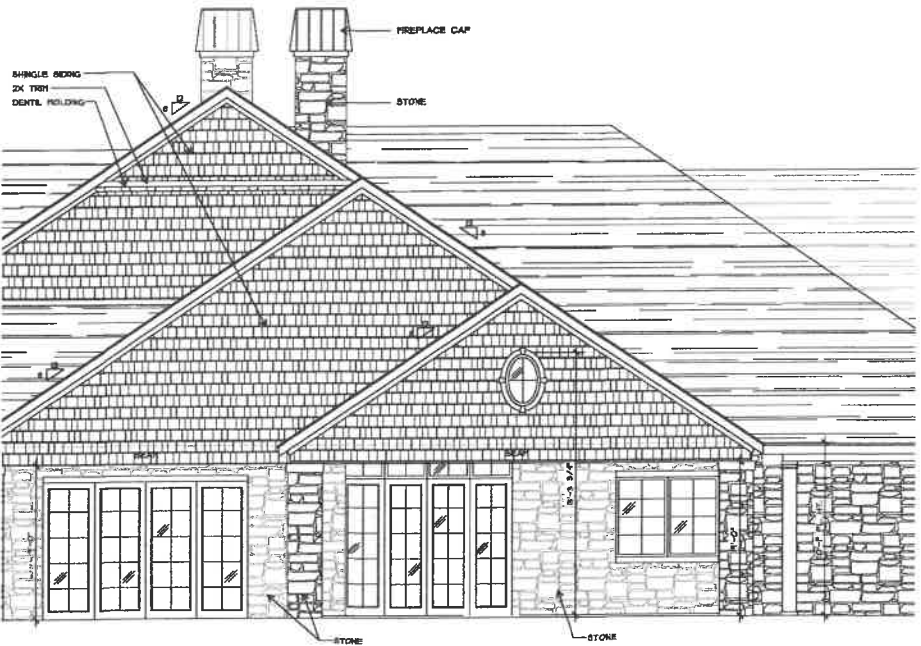
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SCALE:
REF. DRAWING

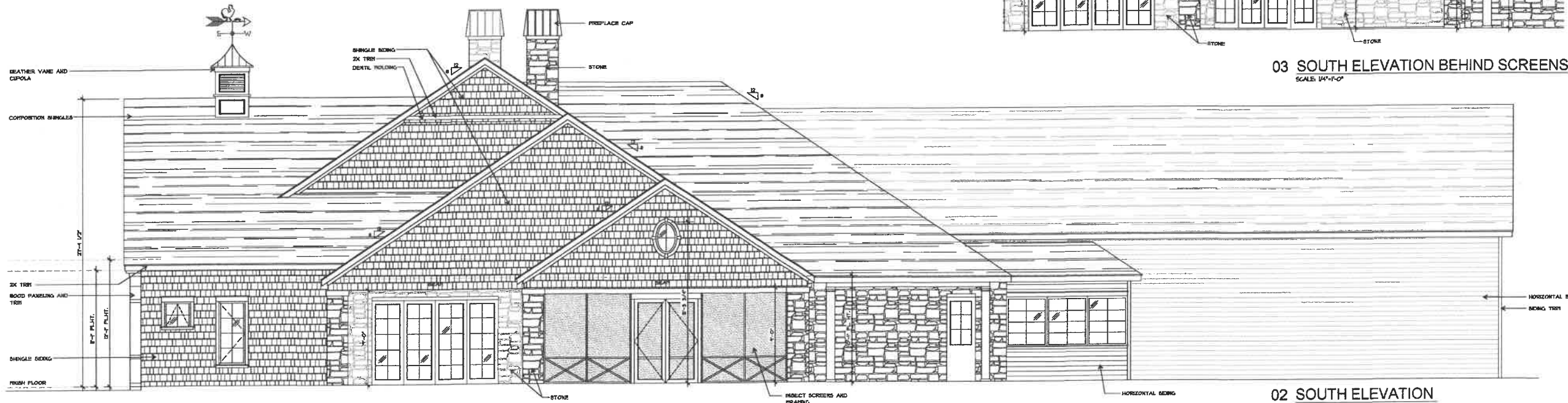
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A5.2

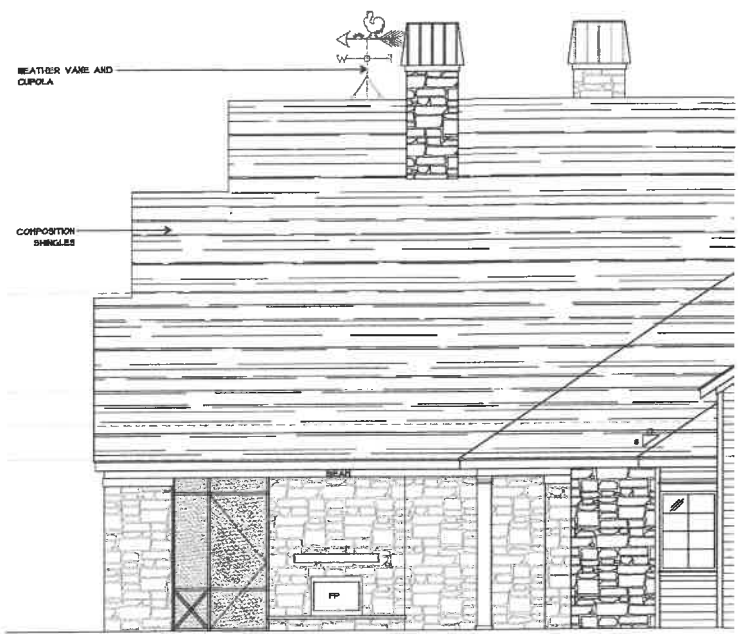
ELEVATIONS



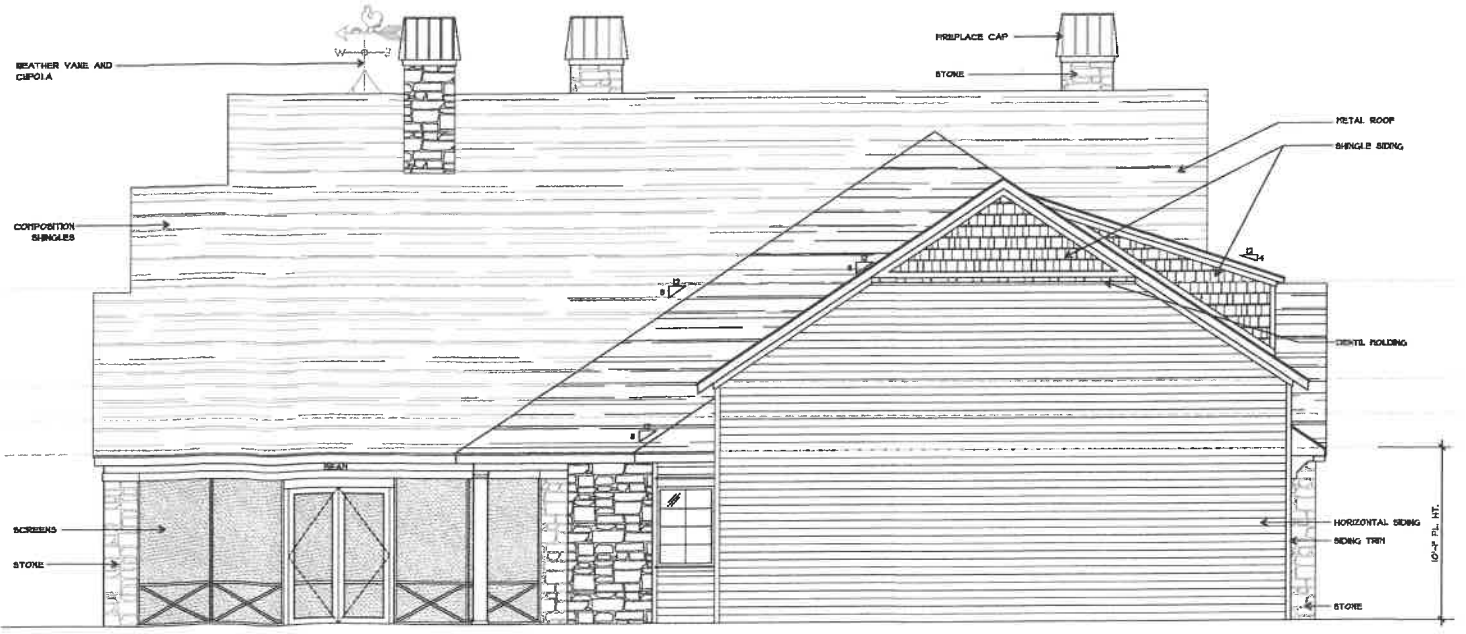
03 SOUTH ELEVATION BEHIND SCREENS
SCALE: 1/4"=1'-0"



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



04 EAST ELEVATION BEHIND SCREENS
SCALE: 1/4"=1'-0"



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



STANLEY RESIDENCE
521 RENFRO STREET
ROCKWALL, TX 75087

ISSUE LOG	
DATE	DESCRIPTION
ISSUE	
FOR BIDDING AND PERMIT	

REVISION LOG	
DATE	DESCRIPTION
ISSUE	
FOR CONSTRUCTION	

- ISSUED FOR:
- ☐ PRELIMINARY -
 - ☐ BIDDING / PERMIT
 - ☐ REVISION
 - ☐ FOR CONSTRUCTION



OWNER:
STEVE AND ROBIN STANLEY

CONTRACTOR:
MATT BENNETT
mattbenett@att.net
214-464-6033

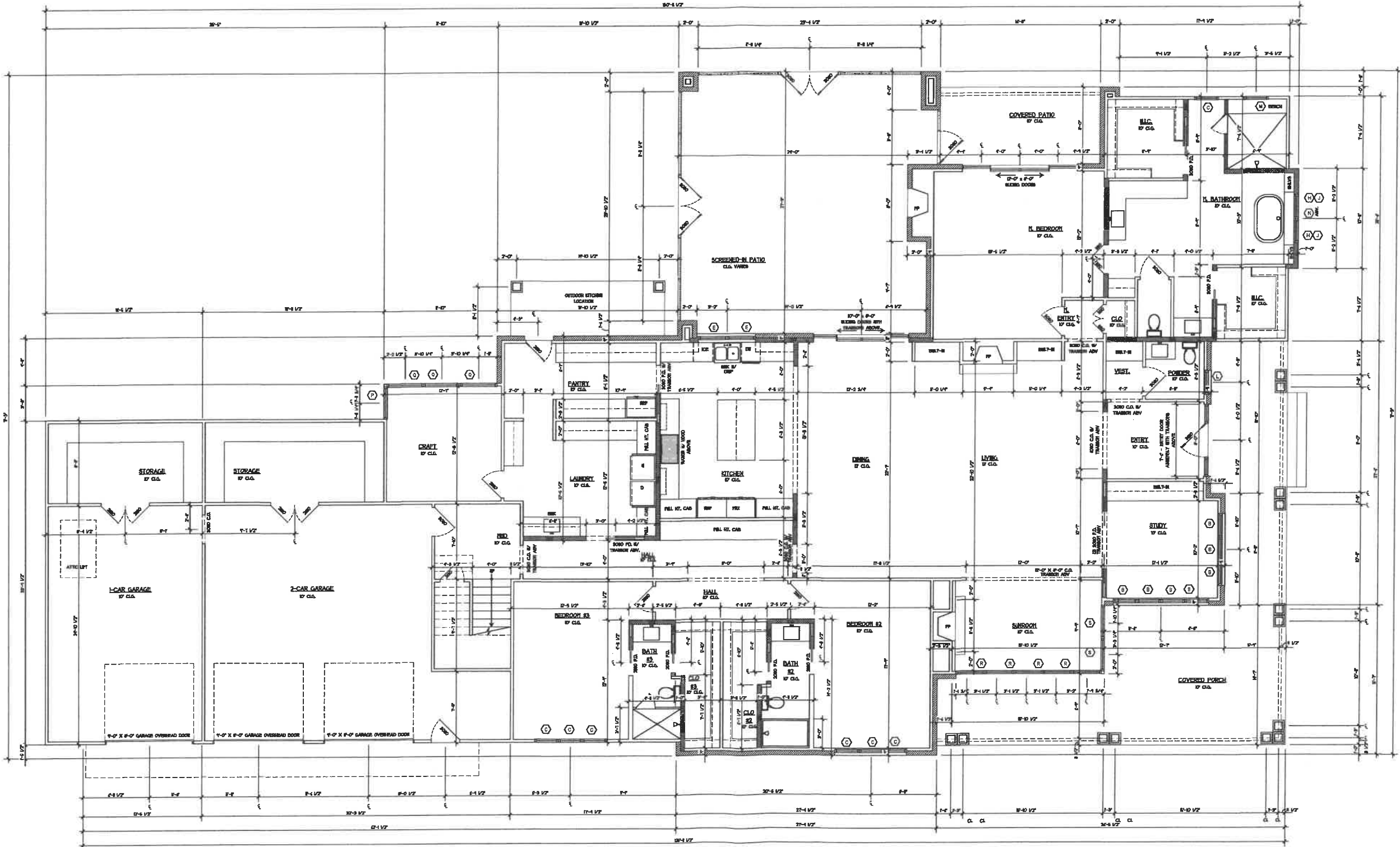
DESIGNER:
PATRICK PHILLIPS
patrick@fanningphelps.com
214-264-8734

ARCH. PROJ. #	SCALE
26201	REF. DRAWING

SHEET NO.
A3.2
FIRST FLOOR PLAN



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





CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-038

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

ADJACENT HOUSING ATTRIBUTES

ADDRESS	HOUSING TYPE	YEAR BUILT	HOUSE SF	ACCESSORY BUILDING	EXTERIOR MATERIALS
410 Renfro Street	Single-Family Home	1983	1,466	N/A	Brick
412 Renfro Street	Single-Family Home	1983	1,461	N/A	Brick
500 Renfro Street	Single-Family Home	1971	960	N/A	Siding
502 Renfro Street	Single-Family Home	1950	3,306	2000	Siding
506 Renfro Street	Single-Family Home	1975	1,334	284	Siding
507 Renfro Street	Single-Family Home	1961	1,856	450	Siding
521 Renfro Street	Vacant	N/A	N/A	N/A	N/A
601 Renfro Street	Single-Family Home	1925	1,246	1400	Siding
602 Renfro Street	Single-Family Home	1975	1,968	N/A	Siding
605 Renfro Street	Single-Family Home	1975	3,080	192	Siding
606 Renfro Street	Single-Family Home	1925	1,750	N/A	Siding
607 Renfro Street	Single-Family Home	1998	2,448	N/A	Siding
AVERAGES:		1966	1,898	865	



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-038

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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410 Renfro Street



412 Renfro Street



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-038

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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500 Renfro Street



502 Renfro Street



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-038

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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506 Renfro Street



507 Renfro Street



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-038

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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521 Renfro Street



601 Renfro Street



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-038

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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



602 Renfro Street



605 Renfro Street



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-038

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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



606 Renfro Street



607 Renfro Street

CITY OF ROCKWALL

ORDINANCE NO. 26-XX

SPECIFIC USE PERMIT NO. S-4XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL ADJACENT TO AN ESTABLISHED SUBDIVISION TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.637-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 5, BLOCK A, LAS PRIMERAS ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request by Matt Benedetto on behalf Steven Stanley for the approval of a Specific Use Permit (SUP) for *Residential Infill Adjacent to an Established Subdivision* for the purpose of constructing a single-family home on a 0.637-acre parcel of land identified as Lot 5, Block A, Las Primeras Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, addressed as 521 Renfro Street, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

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

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 03.01, *General Residential District Standards*, and Subsection 03.09, *Single-Family 7 (SF-7) District*, of Article 05, *District Development Standards*, of the Unified Development Code

(UDC) [Ordinance No. 20-02] -- as heretofore amended and may be amended in the future -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

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

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

2.2 COMPLIANCE

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

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

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

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 8TH DAY OF SEPTEMBER, 2026.

Tim McCallum, *Mayor*

ATTEST:

Kristy Teague, *City Secretary*

APPROVED AS TO FORM:

Frank J. Garza, *City Attorney*

1st Reading: August 17, 2026

2nd Reading: September 8, 2026

Exhibit 'A':
Location Map

Address: 521 Renfro Street

Legal Description: Lot 5, Block A, Las Primeras Addition

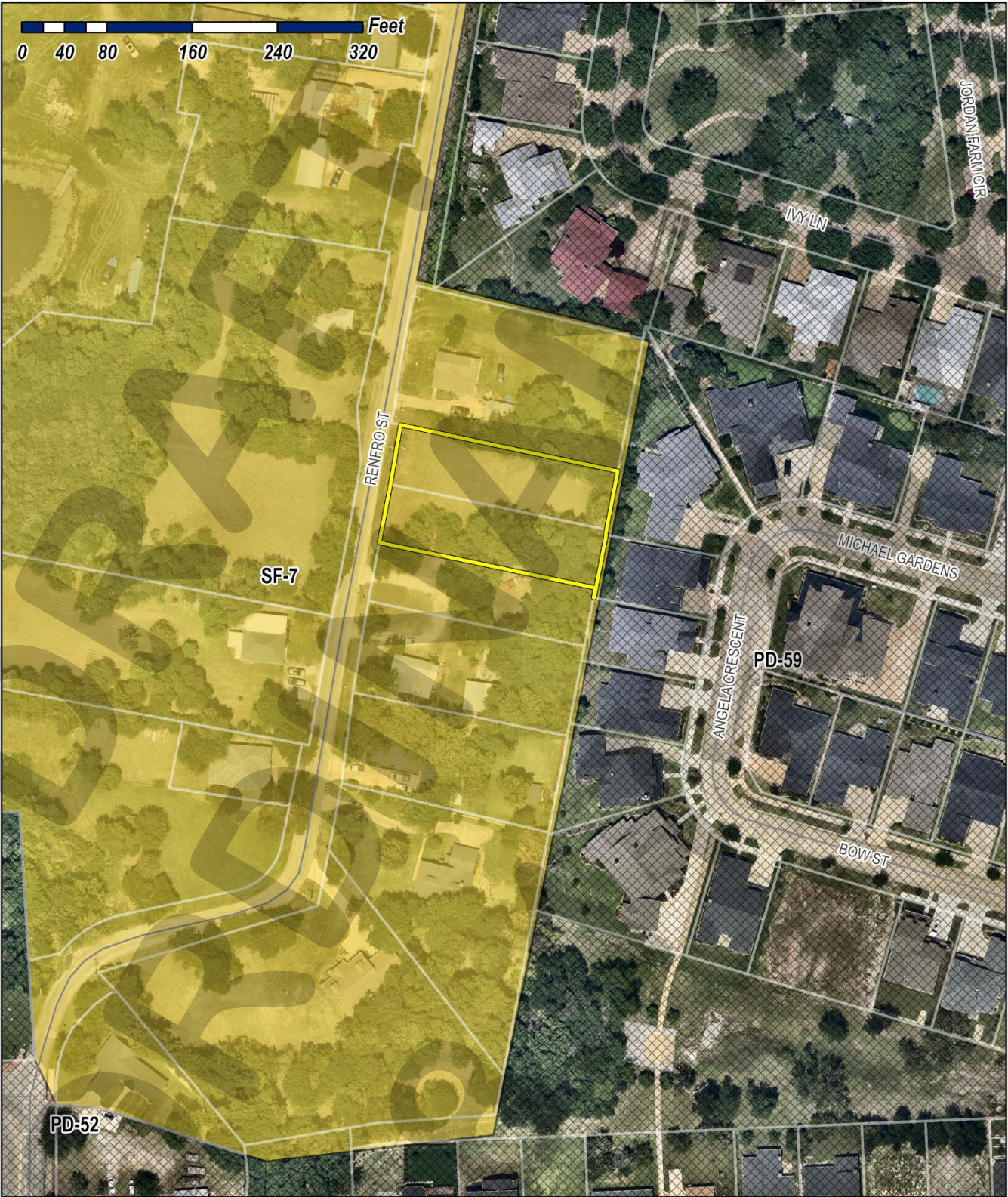


Exhibit 'B':
Residential Plot Plan

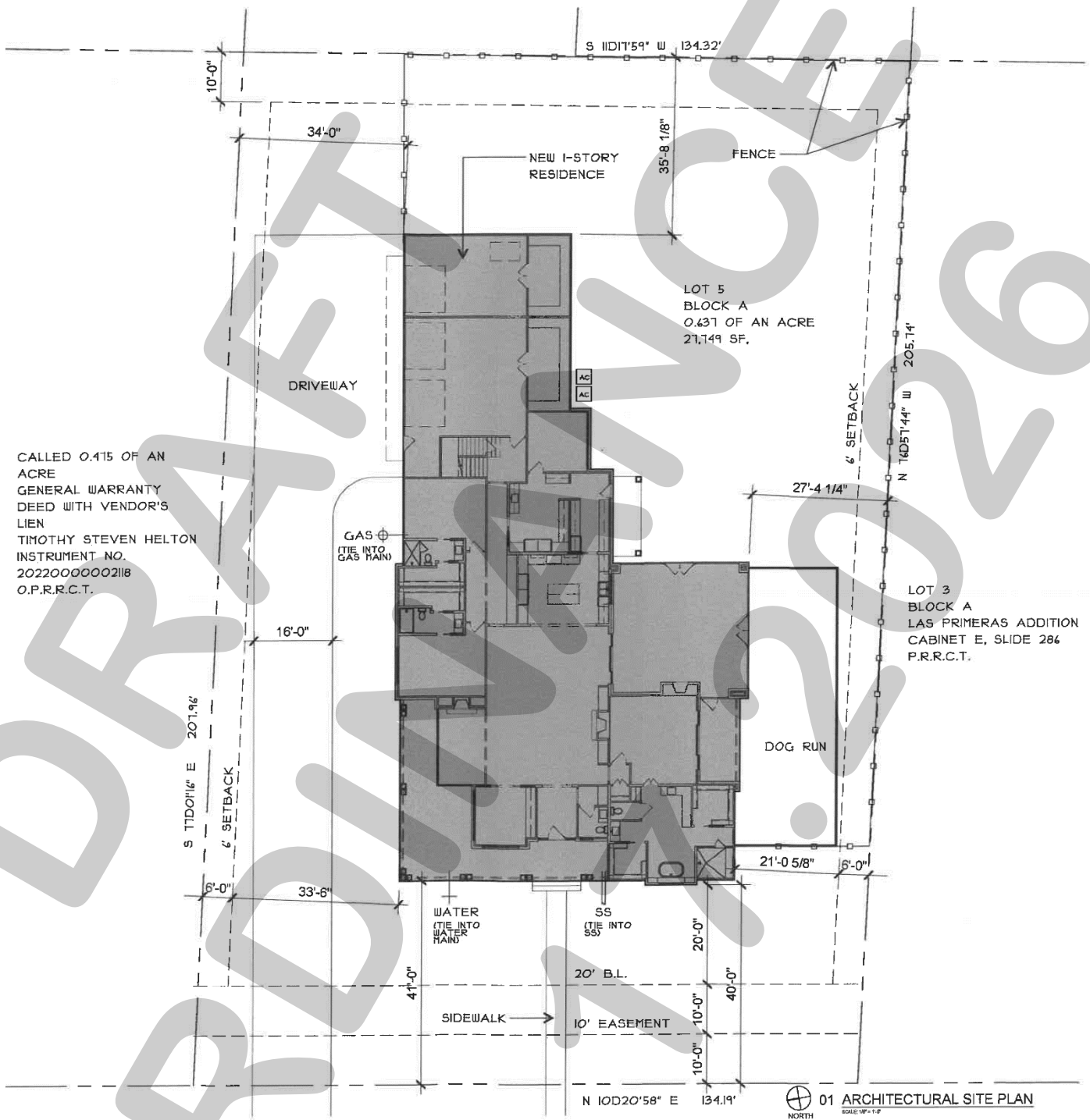


Exhibit 'C':
Building Elevations

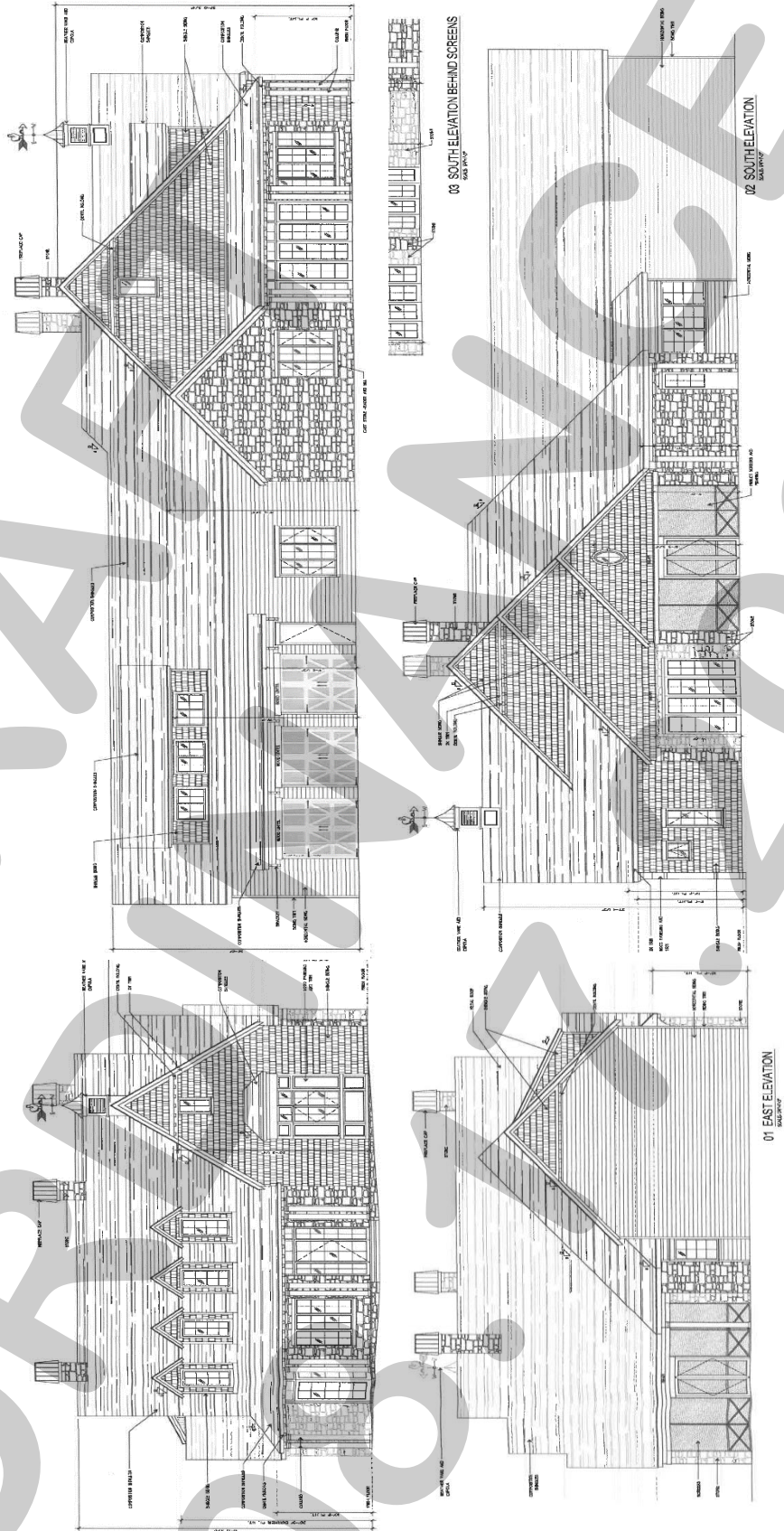
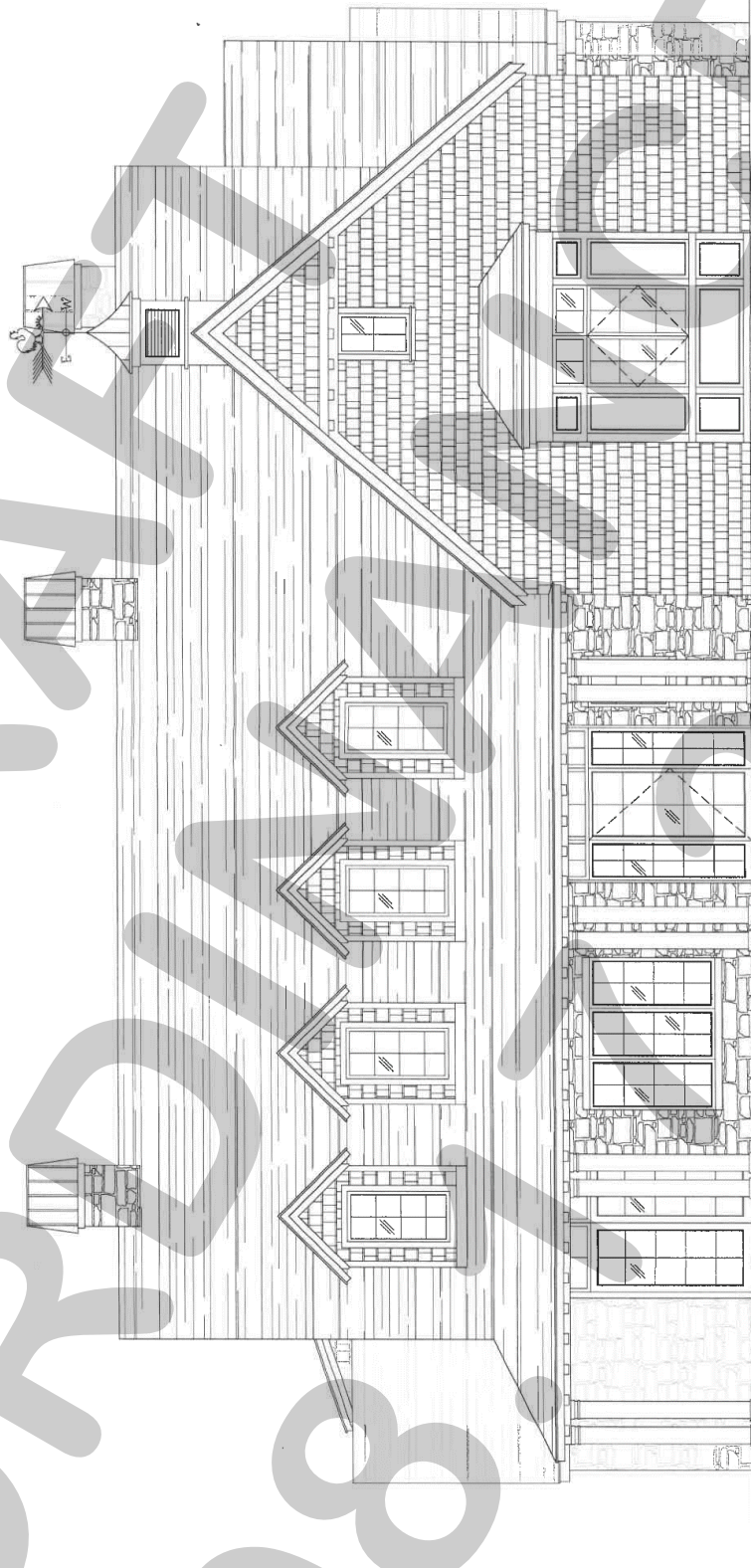


Exhibit 'C':
Building Elevations





CITY OF ROCKWALL

CITY COUNCIL MEMORANDUM

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

DATE: August 17, 2026

APPLICANT: Aravind Kanumuru

CASE NUMBER: Z2026-039; *Zoning Change from Agricultural (AG) District to Single-Family 16 (SF-16) District*

On August 11, 2026, the Planning and Zoning Commission held a public hearing on *Case No. Z2026-039* and approved a motion to continue the public hearing to the August 25, 2026 Planning and Zoning Commission meeting by a vote of 6-0, with Commissioner Williams absent. The purpose of this action was due to the applicant's failure to attend the scheduled meeting. According to Subsection 02.03, *Procedures for Zoning Applications*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC), "(i)f an applicant is not present at a meeting where a public hearing is scheduled, the Planning and Zoning Commission or City Council may table/postpone or deny the request." Given this, the City Council will need to announce the new public hearing date of September 8, 2026. No further action or motions are required. Should the City Council have any questions, staff will be available at the August 17, 2026 City Council Meeting.



CITY OF ROCKWALL

CITY COUNCIL MEMORANDUM

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

DATE: August 17, 2026

APPLICANT: Seth and Lacy Blanck

CASE NUMBER: Z2026-040; *Specific Use Permit (SUP) for Residential Infill in an Established Subdivision at 401 N. Alamo Road*

On August 11, 2026, the Planning and Zoning Commission held a public hearing on *Case No. Z2026-040*, and approved a motion to continue the public hearing to the August 25, 2026 Planning and Zoning Commission meeting by a vote of 6-0, with Commissioner Williams absent. The purpose of this action was to allow additional time to prepare and submit revised building renderings of the proposed home. According to Subsection 02.03, *Procedures for Zoning Applications*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC), “(a) public hearing that was noticed in the manner prescribed by Subsection 02.03(A) [Article 11; UDC] may be postponed by announcing the postponement at the time and place of the noticed public hearing. The postponement of a public hearing shall be to a specific time and date no later than 30-days from the first or most recent public hearing. A postponed public hearing shall be presumed to be held in the same location as the initial public hearing, unless a different location is announced. The announcement of a postponement at a public hearing shall be sufficient notice and no additional notice is required.” This means that the City Council will need to announce the new public hearing date of September 8, 2026. No further action or motions are required. Should the City Council have any questions, staff will be available at the August 17, 2026 City Council Meeting.



CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

DATE: August 17, 2026

APPLICANT: Alex Flores

CASE NUMBER: Z2026-041; *Specific Use Permit (SUP) for a Residential Infill in an Established Subdivision at 248 Russell Drive*

SUMMARY

Hold a public hearing to discuss and consider a request by Alex Flores for the approval of a Specific Use Permit (SUP) for Residential Infill in an Established Subdivision for the purpose of constructing a single-family home on a 0.1650-acre parcel of land identified as Lot 1232 of the Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 248 Russell Drive, and take any action necessary.

BACKGROUND

The subject property was originally platted as Lot 1232 with the Rockwall Lake Properties Development No. 2 Addition, which was filed with Rockwall County on April 23, 1968. On February 17, 2009, the subject property -- *along with the rest of the Lake Rockwall Estates Subdivision* -- was annexed into the City of Rockwall by *Ordinance No. 09-07*. On September 21, 2009, the City Council rezoned the Lake Rockwall Estates Subdivision from an Agricultural (AG) District to Planned Development District 75 (PD-75) [*Ordinance No. 09-37*] for Single-Family 7 (SF-7) District land uses. On January 4, 2016, the City Council amended Planned Development District 75 (PD-75) with *Ordinance No. 16-01*, which made changes to the *Consideration of a Special Request* section of the ordinance. The subject property is currently vacant.

PURPOSE

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

ADJACENT LAND USES AND ACCESS

The subject property is located at 248 Russell Drive. The land uses adjacent to the subject property are as follows:

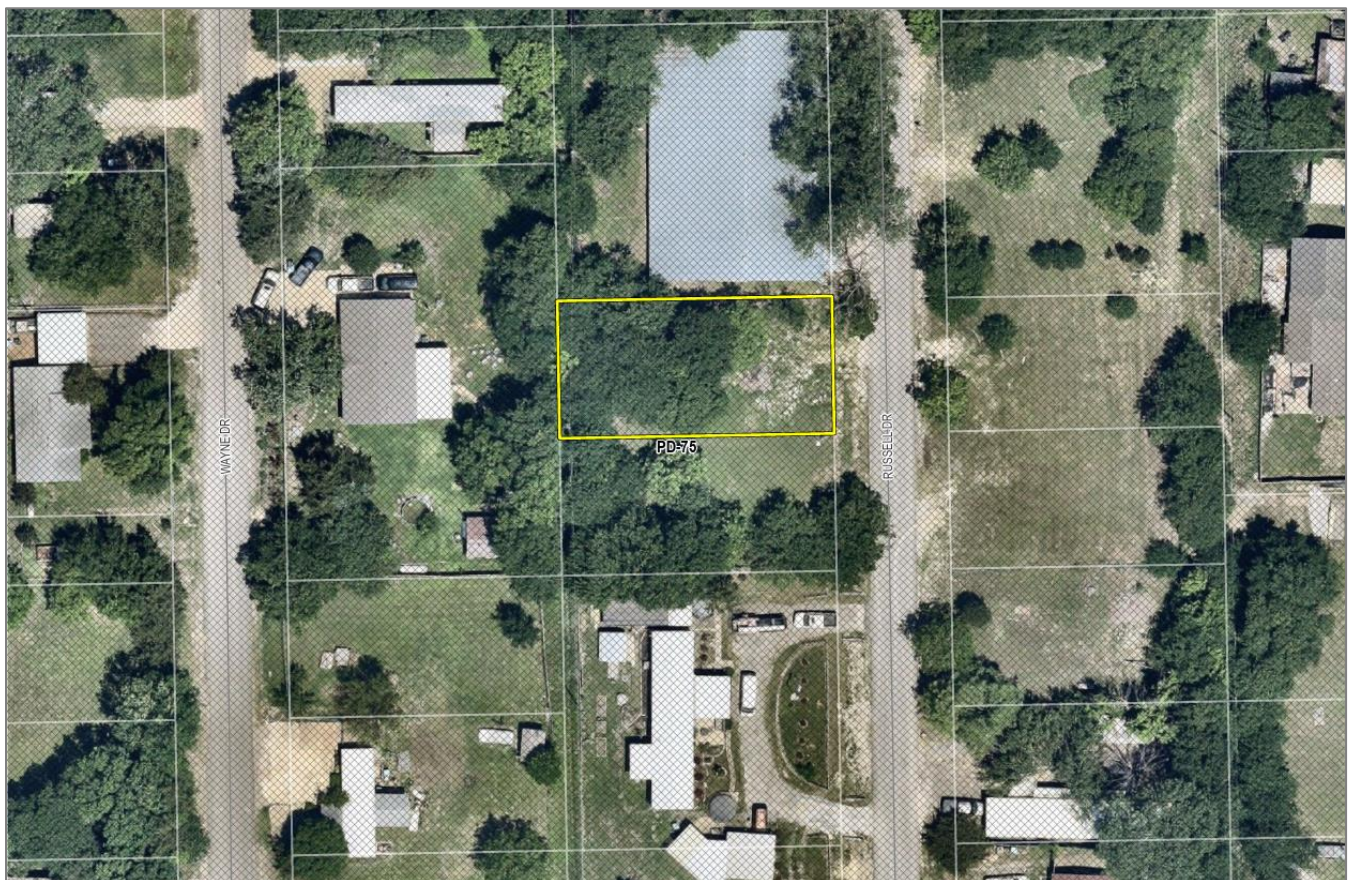
North: Directly north of the subject property are multiple lots zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses. These properties are mostly developed with mobile/manufactured homes, with some of the lots being developed with single-family homes. Beyond this is Evans Road, which is classified as a *R2 (residential, two [2] lane, undivided roadway)* on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan.

South: Directly south of the subject property are multiple lots zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses. These properties are mostly developed with mobile/manufactured homes, with some of the lots being developed with single-family homes. Beyond this is County Line Road, which is classified as a *Minor Collector* on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. South of this is a vacant 131.39-acre tract of land [*i.e. Tract 43-01 of the W.W. Ford Survey, Abstract No. 80*] which is part of a 259.924-acre tract of land zoned Agricultural (AG) District.

East: Directly east of the subject property is one (1) vacant parcel of land [i.e. 247 Russell Drive] and one (1) parcel of land [i.e. 250 Nicole Drive] developed with a single-family home. Beyond this is Nicole Drive, which is classified as a R2 (residential, two [2] lane, undivided roadway) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. East of this are multiple lots zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses. These properties are mostly developed with mobile/manufactured homes, with some of the lots being developed with single-family homes.

West: Directly west of the subject property is a 0.4950-acre parcel of land [i.e. 251 Wayne Drive] developed with a mobile/manufactured home. Beyond this is Wayne Drive, which is classified as a R2 (residential, two [2] lane, undivided roadway) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. West of this are various lots developed with mobile/manufactured homes, with some of the lots being developed with single-family homes. All of these lots are zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses.

MAP 1: LOCATION MAP
YELLOW: SUBJECT PROPERTY



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

Article 13, *Definitions*, of the Unified Development Code (UDC) defines *Residential Infill in or Adjacent to an Established Subdivision* as “(t)he new development of a single-family home or duplex on an existing vacant or undeveloped parcel of land or the redevelopment of a developed parcel of land for a new single-family home or duplex within an established subdivision that is mostly or entirely built-out.” An *established subdivision* is further defined in Subsection 02.03(B)(11) of Article 04, *Permissible Uses*, of the UDC as “...a subdivision that consists of five (5) or more lots, that is 90% developed, and that has been in existence for more than ten (10) years.” The subject property is part of the Lake Rockwall Estates Subdivision, which has been in existence since before 1968 and is considered to be more than 90.00% developed. The *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the UDC, requires a Specific Use Permit (SUP) for *Residential Infill in or Adjacent to an Established Subdivision* in all single-family zoning districts, the Two-Family (2F) District, the Downtown (DT) District, and

the Residential-Office (RO) District. This property, being in a Planned Development District for Single-Family 7 (SF-7) District land uses, requires a Specific Use Permit (SUP).

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

Housing Design and Characteristics	Existing Housing on Russell Drive	Proposed Housing
Building Height	One (1) Story	One (1) Story
Building Orientation	All of the homes face Russell Drive.	The front elevation of the home will face onto Russell Drive.
Year Built	1975-2023	N/A
Building SF on Property	1,180 SF – 7,072 SF	1,722 SF
Building Architecture	Majority Modular Homes, One (1) Single-Family Home, and Seven (7) Vacant lots.	Comparable Architecture to Newer Single-Family Homes
Building Setbacks:		
Front	The front yard setbacks appear to conform to the required 20-foot yard setback.	20-Feet
Side	The side yard setbacks appear to conform to the required five (5) foot setback.	5-Feet
Rear	The rear yard setbacks appear to conform to the ten (10) feet rear yard setback.	52-Feet, 11 ½ - Inches
Building Materials	Metal, Modular Paneling, and Masonite Siding	Brick
Paint and Color	Grey, White, Beige	<i>Undefined by the Applicant</i>
Roofs	Composite Shingles and Metal	Asphalt Composite Shingle
Driveways/Garages	No Garages or Carports	The garage will be a front entry garage with the driveway facing onto Russell Drive.

According to Section 04, *Residential Parking*, of Article 06, *Parking and Loading*, of the Unified Development Code (UDC), "(i)n single-family or duplex districts, parking garages must be located at least 20-feet behind the front façade for front entry garages ..." In this case, the applicant is proposing to put the garage approximately ~16-feet in front of the front façade of the single-family home, and if approved the Planning and Zoning Commission and City Council will be waiving this requirement. Staff should note that this waiver has been granted for numerous newer single-family homes within the Lake Rockwall Estates Subdivision; however, the request to deviate the garage orientation standards remains a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission. For the purpose of comparing the proposed home to the existing single-family housing located adjacent to or in the vicinity of the *subject property*, staff has provided photos of the properties along Russell Drive and the proposed building elevations in the attached packet.

NOTIFICATIONS

On July 21, 2026, staff mailed 133 notices to property owners and occupants within 500-feet of the subject property. There are no Homeowner Associations (HOAs) or Neighborhood Organizations within 1,500-feet of the subject property participating in the Neighborhood Notification Program to notify. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). At the time this report was drafted, staff had not received any notices back regarding the applicant's request.

CONDITIONS OF APPROVAL

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

- (1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the Specific Use Permit (SUP) ordinance and which are detailed as follows:

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

PLANNING AND ZONING COMMISSION

On August 11, 2026, the Planning and Zoning Commission approved a motion to recommend approval of the Specific Use Permit (SUP) by a vote of 6-0, with Commissioner Williams absent.



CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

DATE: August 17, 2026

APPLICANT: Alex Flores

CASE NUMBER: Z2026-041; *Specific Use Permit (SUP) for a Residential Infill in an Established Subdivision at 248 Russell Drive*

SUMMARY

Hold a public hearing to discuss and consider a request by Alex Flores for the approval of a Specific Use Permit (SUP) for Residential Infill in an Established Subdivision for the purpose of constructing a single-family home on a 0.1650-acre parcel of land identified as Lot 1232 of the Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 248 Russell Drive, and take any action necessary.

BACKGROUND

The subject property was originally platted as Lot 1232 with the Rockwall Lake Properties Development No. 2 Addition, which was filed with Rockwall County on April 23, 1968. On February 17, 2009, the subject property -- *along with the rest of the Lake Rockwall Estates Subdivision* -- was annexed into the City of Rockwall by *Ordinance No. 09-07*. On September 21, 2009, the City Council rezoned the Lake Rockwall Estates Subdivision from an Agricultural (AG) District to Planned Development District 75 (PD-75) [*Ordinance No. 09-37*] for Single-Family 7 (SF-7) District land uses. On January 4, 2016, the City Council amended Planned Development District 75 (PD-75) with *Ordinance No. 16-01*, which made changes to the *Consideration of a Special Request* section of the ordinance. The subject property is currently vacant.

PURPOSE

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

ADJACENT LAND USES AND ACCESS

The subject property is located at 248 Russell Drive. The land uses adjacent to the subject property are as follows:

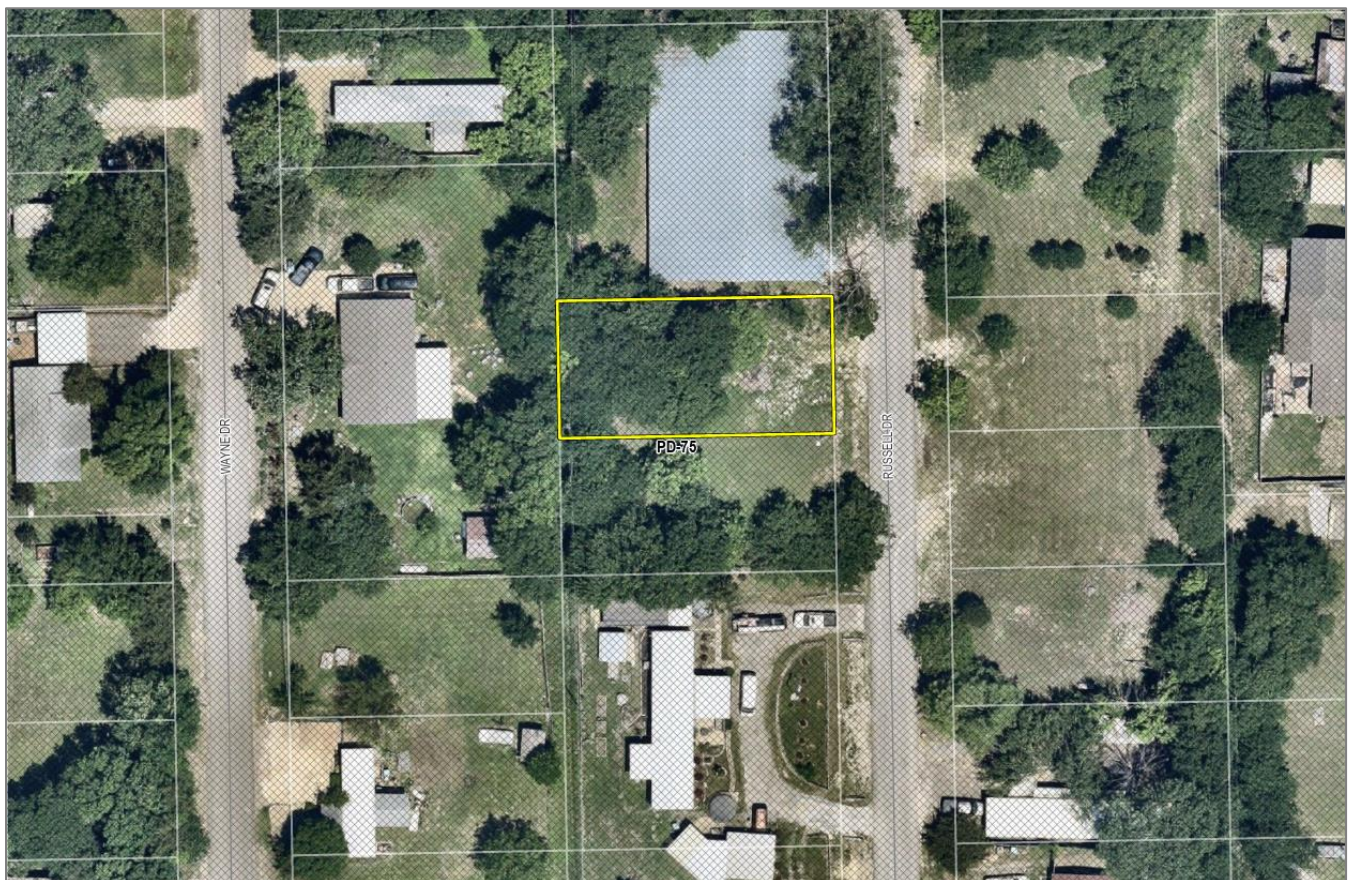
North: Directly north of the subject property are multiple lots zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses. These properties are mostly developed with mobile/manufactured homes, with some of the lots being developed with single-family homes. Beyond this is Evans Road, which is classified as a *R2 (residential, two [2] lane, undivided roadway)* on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan.

South: Directly south of the subject property are multiple lots zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses. These properties are mostly developed with mobile/manufactured homes, with some of the lots being developed with single-family homes. Beyond this is County Line Road, which is classified as a *Minor Collector* on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. South of this is a vacant 131.39-acre tract of land [*i.e. Tract 43-01 of the W.W. Ford Survey, Abstract No. 80*] which is part of a 259.924-acre tract of land zoned Agricultural (AG) District.

East: Directly east of the subject property is one (1) vacant parcel of land [i.e. 247 Russell Drive] and one (1) parcel of land [i.e. 250 Nicole Drive] developed with a single-family home. Beyond this is Nicole Drive, which is classified as a R2 (residential, two [2] lane, undivided roadway) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. East of this are multiple lots zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses. These properties are mostly developed with mobile/manufactured homes, with some of the lots being developed with single-family homes.

West: Directly west of the subject property is a 0.4950-acre parcel of land [i.e. 251 Wayne Drive] developed with a mobile/manufactured home. Beyond this is Wayne Drive, which is classified as a R2 (residential, two [2] lane, undivided roadway) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. West of this are various lots developed with mobile/manufactured homes, with some of the lots being developed with single-family homes. All of these lots are zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses.

MAP 1: LOCATION MAP
YELLOW: SUBJECT PROPERTY



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

Article 13, *Definitions*, of the Unified Development Code (UDC) defines *Residential Infill in or Adjacent to an Established Subdivision* as “(t)he new development of a single-family home or duplex on an existing vacant or undeveloped parcel of land or the redevelopment of a developed parcel of land for a new single-family home or duplex within an established subdivision that is mostly or entirely built-out.” An *established subdivision* is further defined in Subsection 02.03(B)(11) of Article 04, *Permissible Uses*, of the UDC as “...a subdivision that consists of five (5) or more lots, that is 90% developed, and that has been in existence for more than ten (10) years.” The subject property is part of the Lake Rockwall Estates Subdivision, which has been in existence since before 1968 and is considered to be more than 90.00% developed. The *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the UDC, requires a Specific Use Permit (SUP) for *Residential Infill in or Adjacent to an Established Subdivision* in all single-family zoning districts, the Two-Family (2F) District, the Downtown (DT) District, and

the Residential-Office (RO) District. This property, being in a Planned Development District for Single-Family 7 (SF-7) District land uses, requires a Specific Use Permit (SUP).

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

Housing Design and Characteristics	Existing Housing on Russell Drive	Proposed Housing
Building Height	One (1) Story	One (1) Story
Building Orientation	All of the homes face Russell Drive.	The front elevation of the home will face onto Russell Drive.
Year Built	1975-2023	N/A
Building SF on Property	1,180 SF – 7,072 SF	1,722 SF
Building Architecture	Majority Modular Homes, One (1) Single-Family Home, and Seven (7) Vacant lots.	Comparable Architecture to Newer Single-Family Homes
Building Setbacks:		
Front	The front yard setbacks appear to conform to the required 20-foot yard setback.	20-Feet
Side	The side yard setbacks appear to conform to the required five (5) foot setback.	5-Feet
Rear	The rear yard setbacks appear to conform to the ten (10) feet rear yard setback.	52-Feet, 11 ½ - Inches
Building Materials	Metal, Modular Paneling, and Masonite Siding	Brick
Paint and Color	Grey, White, Beige	<i>Undefined by the Applicant</i>
Roofs	Composite Shingles and Metal	Asphalt Composite Shingle
Driveways/Garages	No Garages or Carports	The garage will be a front entry garage with the driveway facing onto Russell Drive.

According to Section 04, *Residential Parking*, of Article 06, *Parking and Loading*, of the Unified Development Code (UDC), "(i)n single-family or duplex districts, parking garages must be located at least 20-feet behind the front façade for front entry garages ..." In this case, the applicant is proposing to put the garage approximately ~16-feet in front of the front façade of the single-family home, and if approved the Planning and Zoning Commission and City Council will be waiving this requirement. Staff should note that this waiver has been granted for numerous newer single-family homes within the Lake Rockwall Estates Subdivision; however, the request to deviate the garage orientation standards remains a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission. For the purpose of comparing the proposed home to the existing single-family housing located adjacent to or in the vicinity of the *subject property*, staff has provided photos of the properties along Russell Drive and the proposed building elevations in the attached packet.

NOTIFICATIONS

On July 21, 2026, staff mailed 133 notices to property owners and occupants within 500-feet of the subject property. There are no Homeowner Associations (HOAs) or Neighborhood Organizations within 1,500-feet of the subject property participating in the Neighborhood Notification Program to notify. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). At the time this report was drafted, staff had not received any notices back regarding the applicant's request.

CONDITIONS OF APPROVAL

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

- (1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the Specific Use Permit (SUP) ordinance and which are detailed as follows:



DEVELOPMENT APPLICATION

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

STAFF USE ONLY

PLANNING & ZONING CASE NO. _____

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

DIRECTOR OF PLANNING: _____

CITY ENGINEER: _____

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

PLATTING APPLICATION FEES:

- ☐ MASTER PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ PRELIMINARY PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ FINAL PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ REPLAT (\$500.00 + \$20.00 ACRE) ^{1&3}
- ☐ AMENDING OR MINOR PLAT (\$500.00)
- ☐ PLAT REINSTATEMENT REQUEST (\$200.00)

SITE PLAN APPLICATION FEES:

- ☐ SITE PLAN (\$1,000.00 + \$20.00 ACRE) ^{1&2}
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$500.00) ²

OTHER APPLICATION FEES:

- ☐ TREE REMOVAL (\$200.00)
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [RESIDENTIAL] (\$200.00) ²
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [COMMERCIAL] (\$1,000.00) ²

ZONING APPLICATION FEES:

- ☐ ZONING CHANGE (\$1,000.00 + \$20.00 ACRE) ^{1&3}
- ☒ SPECIFIC USE PERMIT [RESIDENTIAL] (\$200.00 + \$20.00 ACRE) ^{1,2&3}
- ☐ SPECIFIC USE PERMIT [COMMERCIAL] (\$1,000.00 + \$20.00 ACRE) ^{1,2&3}
- ☐ PLANNED DEVELOPMENT DISTRICT (\$1,500.00 + \$20.00 ACRE) ^{1&3}
- ☐ PD DEVELOPMENT PLANS (\$1,500.00 + \$20.00 ACRE) ^{1&3}

NOTES:

¹ IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

² A \$2,500.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

³ AN ADDITIONAL FEE OF \$150.00 WILL BE REQUIRED FOR THE COST OF NOTIFICATIONS.

GENERAL NOTE: THE CITY OF ROCKWALL PLANNING AND ZONING DEPARTMENT ACCEPTS PAYMENT BY CHECK ONLY EITHER IN PERSON OR BY MAIL. THE CITY OF ROCKWALL WILL NEVER REQUEST PAYMENT BY WIRE TRANSFER THROUGH EMAIL.

PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 248 RUSSELL DR.

SUBDIVISION ROCKWALL LAKE PROPERTIES DEV. #2 LOT 1232 BLOCK _____

GENERAL LOCATION _____

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING RESIDENTIAL

CURRENT USE EMPTY LOT

PROPOSED ZONING SINGLE RESIDENT

PROPOSED USE NEW SINGLE FAMILY

ACREAGE .2

LOTS [CURRENT] _____

LOTS [PROPOSED] _____

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

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

☒ OWNER ALEX FLORES

☐ APPLICANT _____

CONTACT PERSON " "

CONTACT PERSON _____

ADDRESS _____

ADDRESS _____

CITY, STATE & ZIP _____

CITY, STATE & ZIP _____

PHONE _____

PHONE _____

E-MAIL _____

E-MAIL _____

NOTARY VERIFICATION [REQUIRED]

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

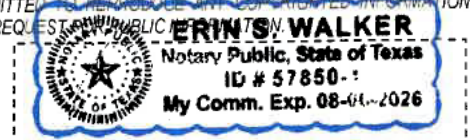
"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT. AND THE APPLICATION FEE OF \$ _____ TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE JULY 16 DAY OF JULY, 2026. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16th DAY OF July, 2026

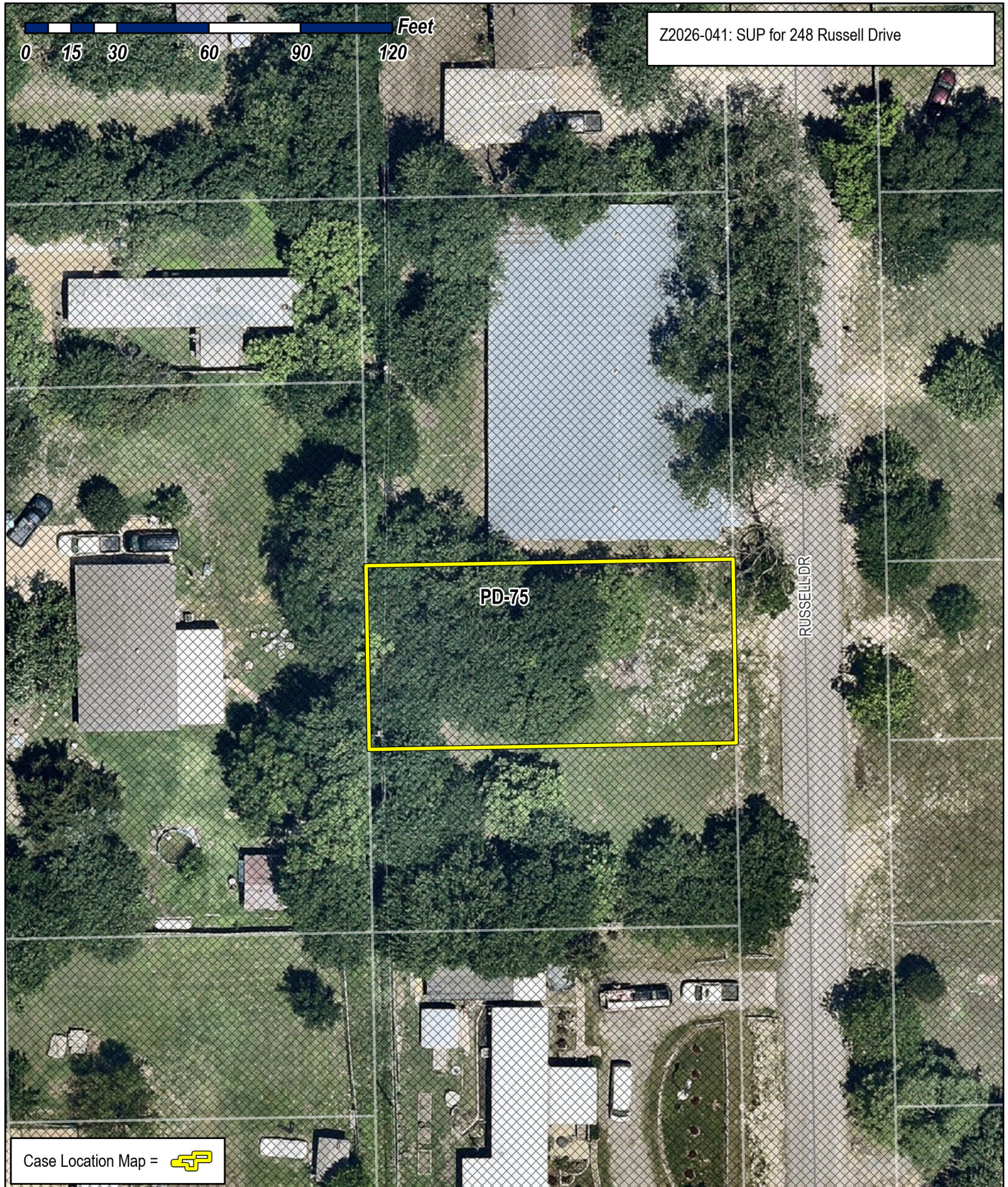
OWNER'S SIGNATURE Alex Flores

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Erin Swack



MY COMMISSION EXPIRES 08/06/2026



Case Location Map = 



City of Rockwall

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

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

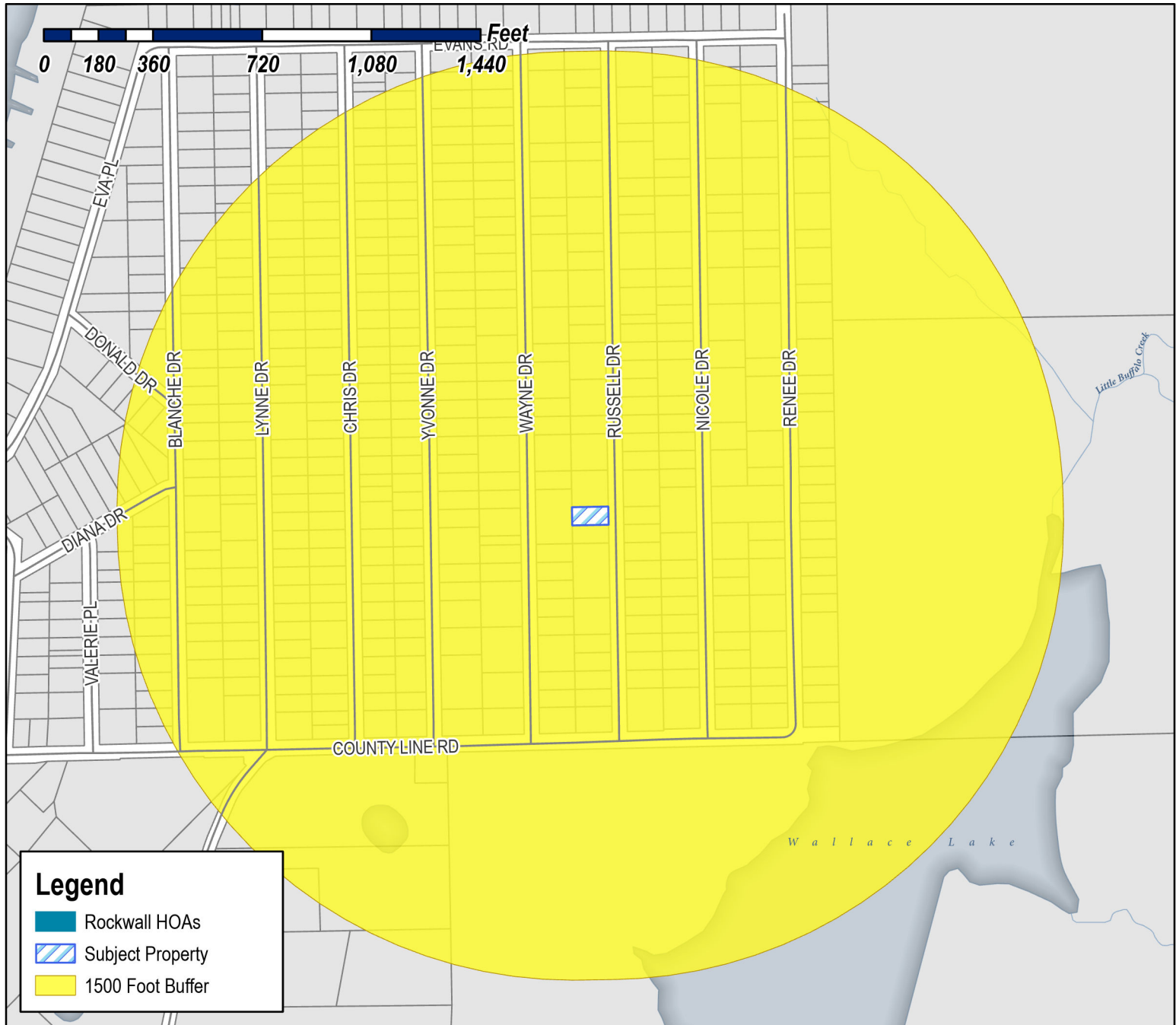




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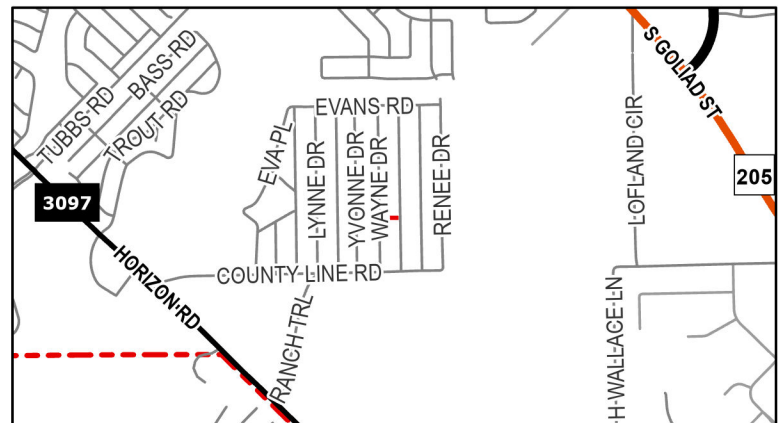
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Case Number: Z2026-041
Case Name: SUP for Residential Infill
Case Type: Zoning
Zoning: Planned Development 75 (PD-75)
District
Case Address: 248 Russell Drive

Date Saved: 7/17/2026

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

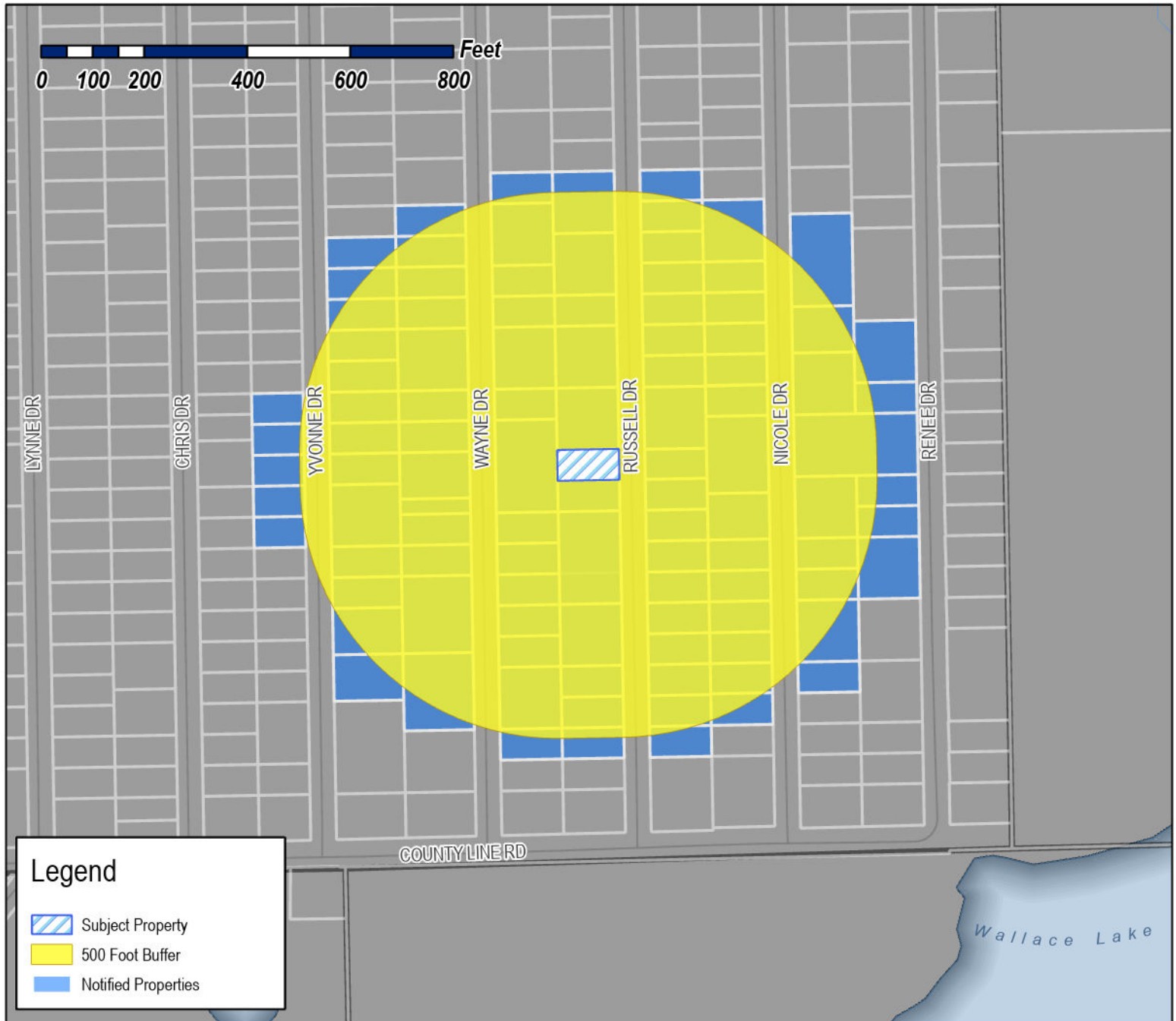




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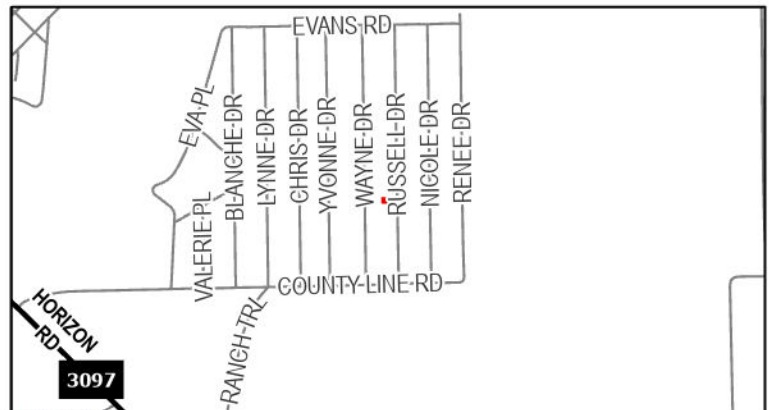
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RAMIREZ ZACARIAS
1244 COUNTY RD 2278
QUINLAN, TX 75474

SIERRA ZACARIAS RAMIREZ
1244 COUNTY RD 2278
QUINLAN, TX 75474

ACUNA NINFA
1244 COUNTY ROAD 2278
QUINLAN, TX 75474

RESIDENT
133 RUSSELL DR
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IBARRA MATEO CASTRO
140 NICOLE DR
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RUIZ CECILIA HOLGUIN-
140 YVONNE DR
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RESIDENT
142 RUSSELL DR
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RESIDENT
143 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
143 WAYNE DR
ROCKWALL, TX 75032

RESIDENT
152 NICOLE DR
ROCKWALL, TX 75032

JUAREZ MARIA GUADALUPE SANDOVAL &
JAIME ALEJANDRO ROMAN ESTRADA
154 DIANA DR
ROCKWALL, TX 75032

MARQUEZ FELIX C
154 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
155 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
157 WAYNE DR
ROCKWALL, TX 75032

RODRIGUEZ YUNIOR ARROYO
158 WAYNE DR
ROCKWALL, TX 75032

RESIDENT
159 NICOLE DR
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RESIDENT
164 NICOLE DR
ROCKWALL, TX 75032

MARTINEZ JOSE G
165 YVONNE DR
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RESIDENT
167 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
168 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
169 WAYNE DR
ROCKWALL, TX 75032

GALICIA LEGACY TRUST
1736 KIRKWOOD DR
GARLAND, TX 75041

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176 NICOLE DR
ROCKWALL, TX 75032

RESIDENT
182 RUSSELL DR
ROCKWALL, TX 75032

HERNANDEZ FELICITAS
183 NICOLE DR
ROCKWALL, TX 75032

YANEZ FERNANDO AND
JUAN A YANEZ
183 YVONNE
ROCKWALL, TX 75032

UC JOSE LUIS GPE XOOL
GELLY DELROSARIO
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ROCKWALL, TX 75032

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GARLAND, TX 75041

MONTOYA YVONNE
193 RUSSELL DRIVE
ROCKWALL, TX 75032

CARMONA JOSE
194 RENEE DRIVE
ROCKWALL, TX 75032

RESIDENT
195 NICOLE DR
ROCKWALL, TX 75032

RESIDENT
195 WAYNE DR
ROCKWALL, TX 75032

RESIDENT
196 NICOLE DR
ROCKWALL, TX 75032

RESIDENT
198 RUSSELL DR
ROCKWALL, TX 75032

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200 CHAMBERLAIN DR
FATE, TX 75189

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201 YVONNE DR
ROCKWALL, TX 75032

RESIDENT
204 WAYNE DR
ROCKWALL, TX 75032

RESIDENT
207 NICOLE DR
ROCKWALL, TX 75032

RESIDENT
208 NICOLE DR
ROCKWALL, TX 75032

PROCK CHARLES A AND EVELYN
209 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
211 WAYNE DR
ROCKWALL, TX 75032

CRUZ MARIA D
212 LYNNE DR
ROCKWALL, TX 75032

CRUZ IGNACIO MARTINEZ
212 LYNNE DR ROCKWALL
ROCKWALL, TX 75032

RESIDENT
216 WAYNE DR
ROCKWALL, TX 75032

GALAVIZ JANICE MAYRET ORTEGA & EDGAR
MARGARITO SORIANO BECERRA
218 RUSSELL DRIVE
ROCKWALL, TX 75032

GALAVIZ JANICE MAYRET ORTEGA & EDGAR
MARGARITO SORIANO BECERRA
218 RUSSELL DRIVE
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CARMONA JOEL
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222 NICOLE DR
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223 RUSSELL DR
ROCKWALL, TX 75032

MAZARIEGOS ROMULO AND ESTELA
224 YVONNE DR
ROCKWALL, TX 75032

GURRUSQUIETA CELIA
225 LYNNE DR
ROCKWALL, TX 75032

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226 WAYNE DR
ROCKWALL, TX 75032

RESIDENT
227 WAYNE DR
ROCKWALL, TX 75032

KENDALL LEAH T
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Irving, TX 75062

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ROCKWALL, TX 75032

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247 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
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ROCKWALL, TX 75032

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ROCKWALL, TX 75032

SMITH ROY
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ROCKWALL, TX 75032

LINDOP N A JR
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ROCKWALL, TX 75032

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ESTATE OF CHARLES AND GLENDA
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ROCKWALL, TX 75032

DEBRA JEAN CRUZ TRUST
DEBRA JEAN CRUZ - TRUSTEE
262 RENEE DR
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SILVA PERLA & MANUEL
262 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
269 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
271 YVONNE DR
ROCKWALL, TX 75032

RESIDENT
274 YVONNE DR
ROCKWALL, TX 75032

LINDOP JOYCE ANN
274 WAYNE DR
ROCKWALL, TX 75032

ESPARZA MARCO & ANGELICA
275 WAYNE DR
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RESIDENT
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ROCKWALL, TX 75032

RESIDENT
283 NICOLE DR
ROCKWALL, TX 75032

JIMENEZ RICARDO & ALMA
2847 TANGLEGLEN DR
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RESIDENT
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ROCKWALL, TX 75032

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288 NICOLE DR
ROCKWALL, TX 75032

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ROCKWALL, TX 75032

SOSA LORENA
293 NICOLE DR
ROCKWALL, TX 75032

CARMONA BLANCA CECILIA &
JESUS SANCHEZ
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ROCKWALL, TX 75032

GALLEGOS JOSE GUADALUPE
296 RUSSELL DR
ROCKWALL, TX 75032

GARCIA RICARDO
298 WAYNE DR
ROCKWALL, TX 75032

GUERRERO JUAN
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ROCKWALL, TX 75032

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302 NICOLE DR
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303 WAYNE DR
ROCKWALL, TX 75032

ROMERO JOSE ALEJANDRO GONZALES AND
MAYRANI MARTINEZ
307 YVONNE DR
ROCKWALL, TX 75032

ARCINIEGA D ODIN A
310 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
311 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
312 NICOLE DR
ROCKWALL, TX 75032

RESIDENT
313 WAYNE DR
ROCKWALL, TX 75032

RESIDENT
314 WAYNE DR
ROCKWALL, TX 75032

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Rockwall, TX 75032

RESIDENT
321 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
321 WAYNE DR
ROCKWALL, TX 75032

CARRILLO GERARDO AND MARIA GUADALUPE
ENRIQUEZ VEGA
321 Yvonne Dr
Rockwall, TX 75032

BENITES ROSA
322 NICOLE DR
ROCKWALL, TX 75032

RODARTE PASCUAL AND SARA I
322 RUSSELL DR
ROCKWALL, TX 75032

VILLALBA-MARTINEZ EDUARDO AND KARINA
LILIANA ZUBIA-FLORES
3225 MOON DR
MESQUITE, TX 75150

HERNANDEZ YERICA V CARRIZALES
326 WAYNE
ROCKWALL, TX 75032

FRENTRESS ABIGAIL LEIGH
327 NICOLE DR
ROCKWALL, TX 75032

RESIDENT
331 YVONNE DR
ROCKWALL, TX 75032

RESIDENT
335 RUSSELL DR
ROCKWALL, TX 75032

ESPARZA ABEL AND MONICA CARMONA
336 NICOLE DR
ROCKWALL, TX 75032

RUBIO LORENA & ALEJANDRO
3371 STATE HIGHWAY 276
ROCKWALL, TX 75032

SOSA LORENA
338 WAYNE DR
ROCKWALL, TX 75032

MOLINA JAIME
340 YVONNE DR
ROCKWALL, TX 75032

MBA CUSTOM HOMES LLC
3412 SHELBY AVE
GREENVILLE, TX 75402

MBA CUSTOM HOMES LLC
3412 SHELBY AVE
GREENVILLE, TX 75402

RESIDENT
345 WAYNE DR
ROCKWALL, TX 75032

RESIDENT
346 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
347 RUSSELL DR
ROCKWALL, TX 75032

DIAZ FRANCISCO & MANUELA
352 WAYNE DR
ROCKWALL, TX 75032

DIAZ FRANCISCO
352 WAYNE DR
ROCKWALL, TX 75032

RESIDENT
359 RUSSELL DR
ROCKWALL, TX 75032

RESIDENT
371 WAYNE DR
ROCKWALL, TX 75032

CARRENZA ALEJANDRO AND MARIA
GUADALUPE
382 PERCH RD
ROCKWALL, TX 75032

SANCHEZ ARNULFO
398 NICOLE DR
ROCKWALL, TX 75032

ALVAREZ JORGE L GALLEGOS
516 CHRIS DR
ROCKWALL, TX 75032

M6 HOME LLC
SEWDAT PERSAUD
521 Cove Ridge Rd W
Rockwall, TX 75032

VELASQUEZ JORGE AND
JUANA VELASQUEZ
543 BASS RD
ROCKWALL, TX 75032

TEXAS RE INVESTMENTS LLC 401K PLAN
6315 GRAND PROMINENCE CT
KATY, TX 77494

ESTRADA NOHEMA
705 LAKESIDE DR
ROCKWALL, TX 75032

ROCKWALL HOUSING DEV CORP
A TEXAS NON-PROFIT CORP OF RW
787 HAIL DR
ROCKWALL, TX 75032

QUEZADA ANA
800 LAKE CAROLYN PKWY APT 130
IRVING, TX 75039

EMZ REAL ESTATE SERIES 1
9110 TAMPAS LN
DALLAS, TX 75227

HERNANDEZ FIDEL ESPINO
9233 WHISKERS RD
QUINLAN, TX 75474

ROCKWALL HABITAT FOR HUMANITY
PO Box 4
Rockwall, TX 75087

PUBLIC NOTICE



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

Property Owner and/or Resident of the City of Rockwall:

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

Z2026-041: SUP for Residential Infill

Hold a public hearing to discuss and consider a request by Alex Flores for the approval of a *Specific Use Permit (SUP)* for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.1650-acre parcel of land identified as Lot 1232 of the Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 248 Russell Drive, and take any action necessary.

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on Tuesday, August 11, 2026 at 6:00 PM, and the City Council will hold a public hearing on Monday, August 17, 2026 at 6:00 PM. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

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

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

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

Your comments must be received by Monday, August 17, 2026 at 4:00 PM to ensure they are included in the information provided to the City Council.

Sincerely,

Ryan Miller, AICP
Director of Planning & Zoning



MORE INFORMATION ON THIS CASE CAN BE FOUND AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

--- PLEASE RETURN THE BELOW FORM ---

Case No. Z2026-041: SUP for Residential Infill

Please place a check mark on the appropriate line below:

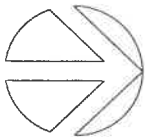
- ☐ I am in favor of the request for the reasons listed below.
- ☐ I am opposed to the request for the reasons listed below.

Name:

Address:

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

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



NORTH

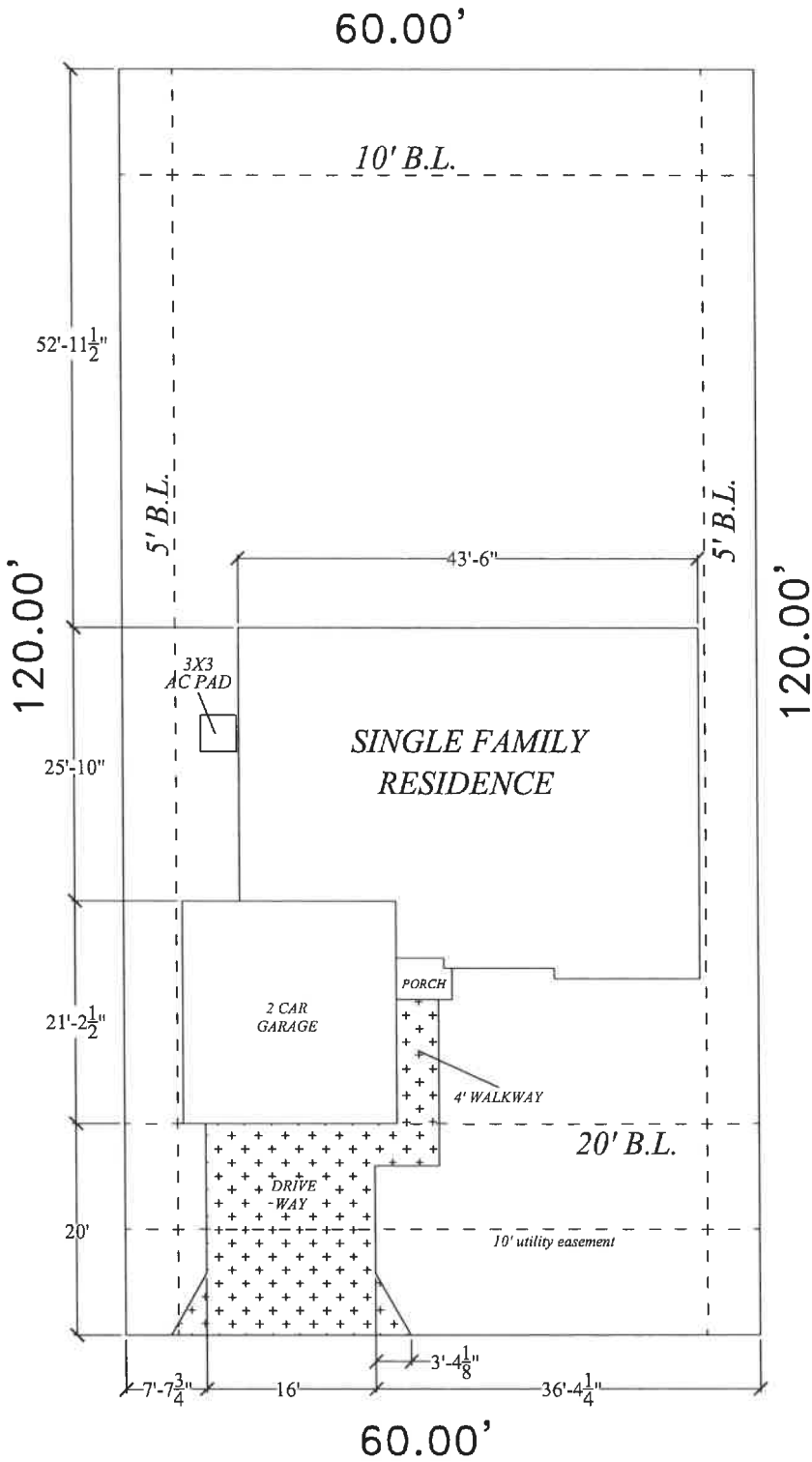
SCALE:

1'=20'-0"-11X17

1'=10'-0"-22X34

AREA CALCULATIONS			
LOT AREA	7200	SF	
SLAB COVERAGE	1,539	SF	
% BUILDING COVERAGE	21.3	% COVERAGE	
TOTAL IMP. COVERAGE	2332	SF	
% TOTAL IMP. COVERAGE	32.4	% COVERAGE	
DRIVEWAY COVERAGE	560	SF	
% DRIVEWAY COVERAGE	6.2	% COVERAGE	
WALKWAY COVERAGE	39	SF	
% WALKWAY COVERAGE	0.5	% COVERAGE	
3' X3' A.C. PAD COVERAGE	16	SF	
% 3' X3' A.C. PAD COVERAGE	0.22	% COVERAGE	
FLAT WORK	0	SF	
SOD GRASS	511	SQ YARD	
SIDEWALK COVERAGE	0	SF	
APPROACH COVERAGE	101	SF	
LOT FRONTAGE	0	SF	
EXISTING FENCE	160	LINEAR SF	

* THE PERCENT CALCULATION IS A REFERENCE TO THE COVERAGE AS A PERCENT ESTIMATION OF THE SQ. FT. COVERAGE OF ANY GIVEN STRUCTURE FROM THE TOTAL SQ. FOOT OF THE LOT AREA.

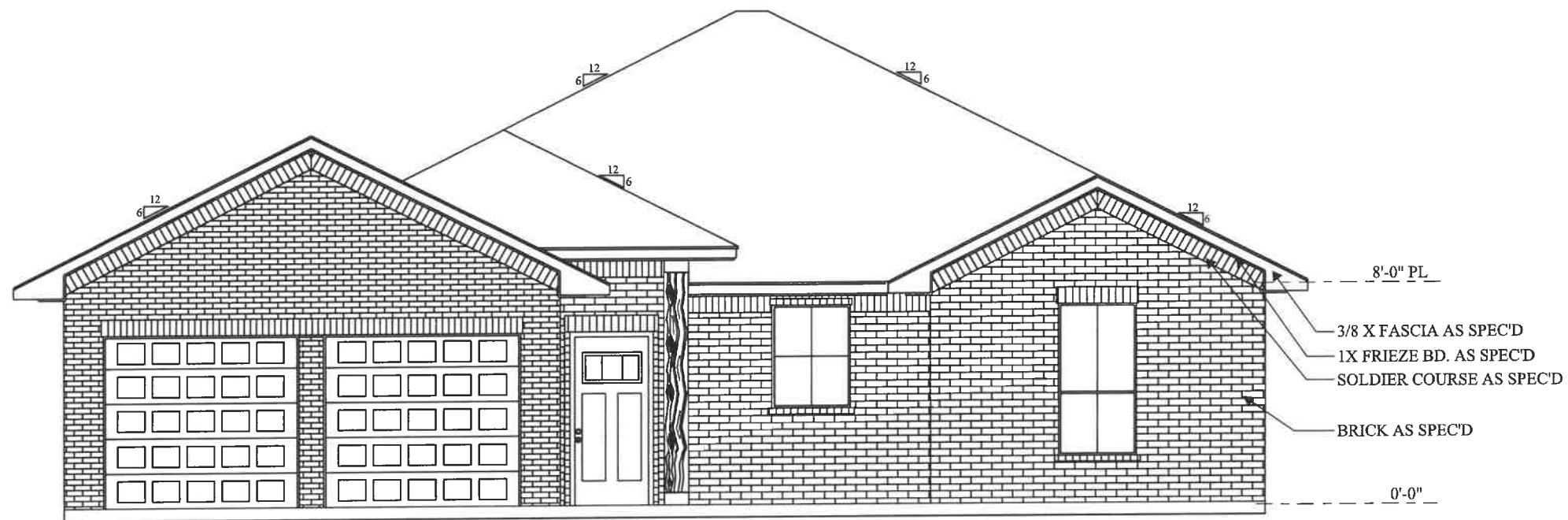


RUSSELL DRIVE

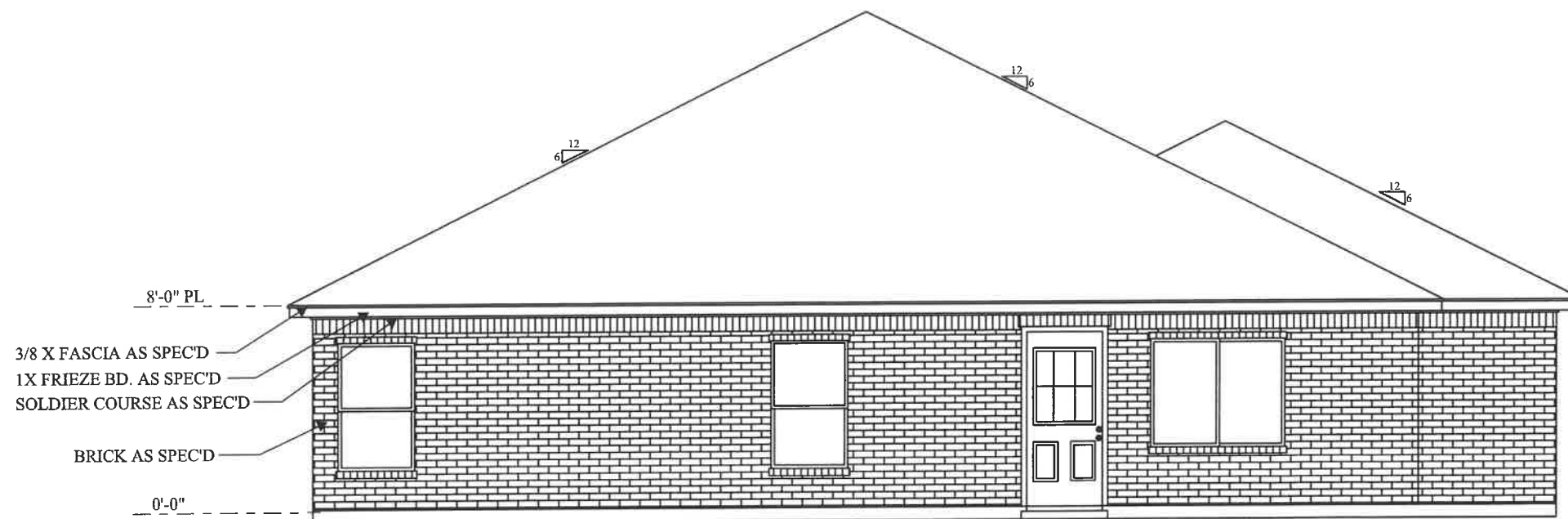
CUSTOMER SIGNATURE: _____
DATE: _____
NOTES: _____

LEGEND	→ - DRAINAGE FLOW	B.L. - BUILDING LINE
	- x - PROPOSED FENCE	P.D.E. - PRIVATE DRAINAGE EASEMENT
	○ - EXISTING FENCE	P.A.E. - PRIVATE ACCESS EASEMENT
	/// - CURLEX	P.U.E. - PUBLIC UTILITY EASEMENT
	/// - RETAINING WALL	S.S.E. - SANITARY SEWER EASEMENT
	● - REQUIRED TREE PLANTING	T.E. - TRANSFORMER EASEMENT
	■ - REQUIRED BUSH	U.E. - UTILITY EASEMENT
		W.M.E. - WALL MAINT. EASEMENT
		M.E. - MAINTENANCE EASEMENT
		V.E. - VISIBILITY EASEMENT
		■ - EXPOSED AGGREGATE CONCRETE

BUILDER: ALEX FLORES	DATE: 6/30/2026	DDS GROUP _____ _____ _____	
ADDITION: --	DRAWN BY: DDSG-A.H.		
ADDRESS: 248 RUSSELL DRIVE	CITY: ROCKWALL, TX		
LOT: 1232 BLOCK: --	PLAN: N/A ELEVATION: N/A	PLOT PLAN SP1	
PHASE: N/A	SWING: LEFT		
OPTION: N/A	NOTE: ARCHITECTURAL PLANS TAKES PRECEDENCE OVER ALL DRAWINGS. ALL FINAL DECISIONS REFER TO PLANS PROVIDE BY DDS GROUP ARCHITECTURAL DEPARTMENT. PLOT PLAN IS APPROPRIATE PLACEMENT ONLY. BUILDER CAN VARY DUE TO ACTUAL BUILDING CONDITIONS. BUILDER IS FULLY RESPONSIBLE FOR ADHERING TO ANY AND AL BLDUING LINES OR EASEMENTS OF RECORD OR THAT MAY NOT BO NOTED ON THE RECORDED PLAT. BUILDER TO CONFIRM THAT THIS LAYOUT HAS NO CONFLICTS WITH THE INLETS OF UTILITY SERVICES. FINAL SURVEY WILL SHOW PLACEMENT OF HOUSE AND ALL FLATWORK, SUCH AS SIDEWALKS AS PRESCRIBED BY THE BUILDER, FLATWORK IS ONLY A REPRESENTATION.		



2 FRONT VIEW
SCALE: 1/8" to 1' W/ 11X17



3 BACK VIEW
SCALE: 1/8" to 1' W/ 11X17

DESIGNER:

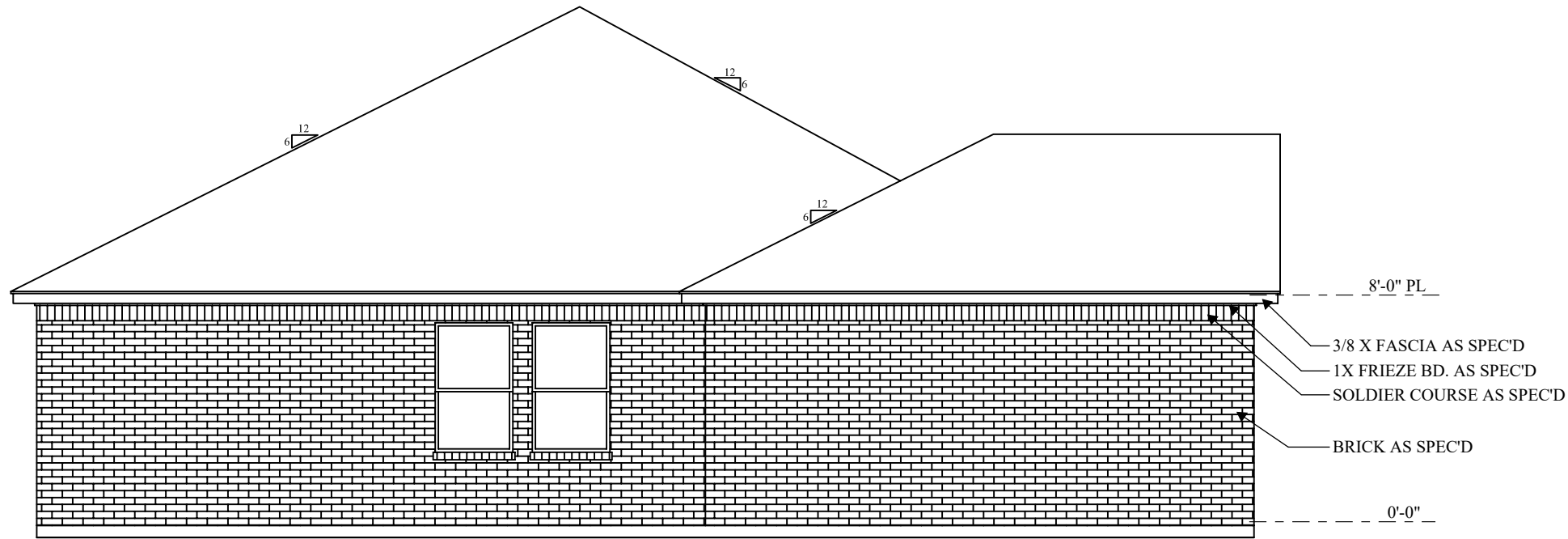
248 RUSSELL DRIVE
ROCKWALL, TX 75032

ELEVATION:

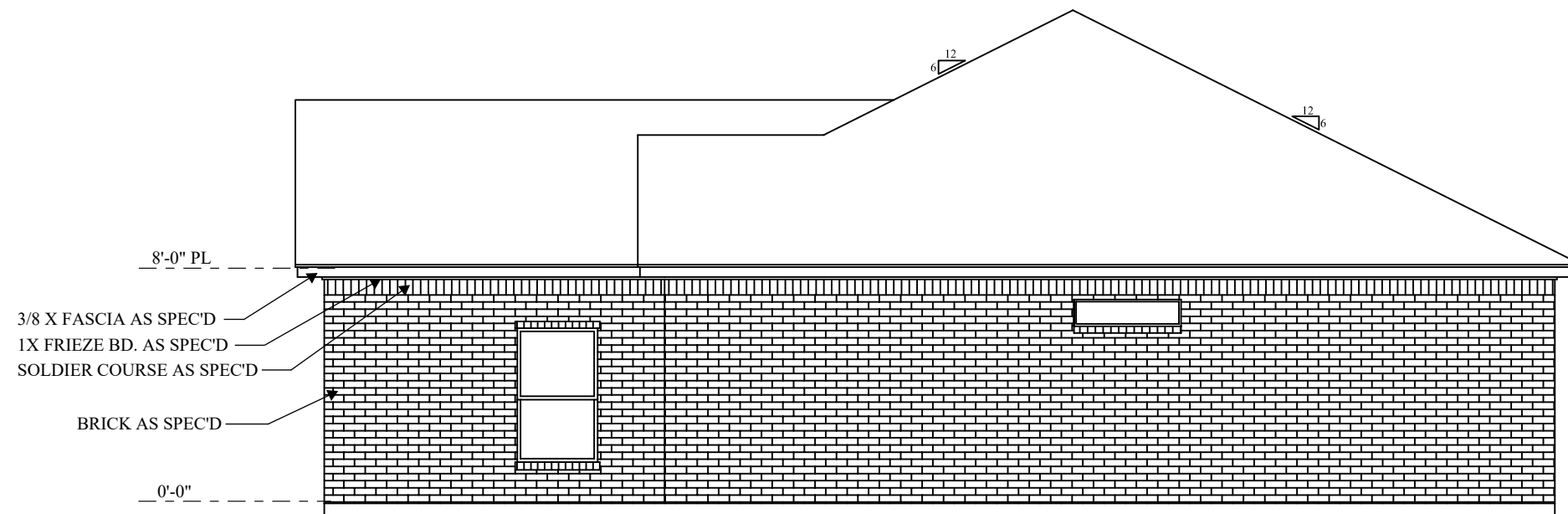
A

SHEET NUMBER:

A1-2



4 LEFT SIDE VIEW
SCALE: 1/8" to 1' W/ 11X17



5 RIGHT SIDE VIEW
SCALE: 1/8" to 1' W/ 11X17

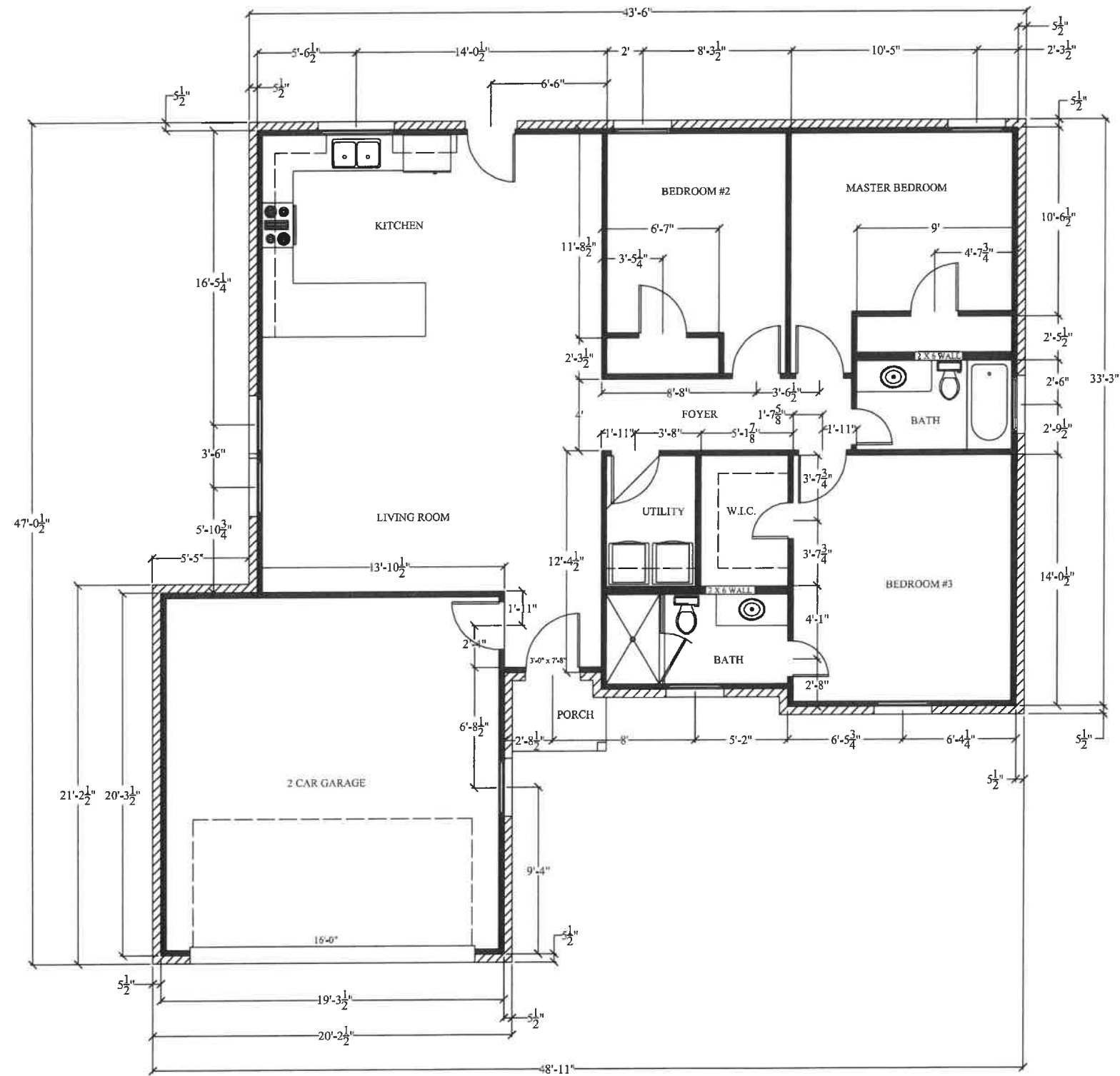
248 RUSSELL DRIVE
ROCKWALL, TX.

ELEVATION:

A

SHEET NUMBER:

A1-3



Alex Flores	(469)534-5809
SQUARE FOOTAGE TABLE	
AREA	7200
LIVING AREA	1,238
COVERED PORCH	64
GARAGE:	420

1 FIRST FLOOR PLAN
SCALE: 1/8" to 1' W/ 11X17

DESIGNER:

248 RUSSELL DRIVE
ROCKWALL, TX 75032

ELEVATION:

A

SHEET NUMBER:

A1-1



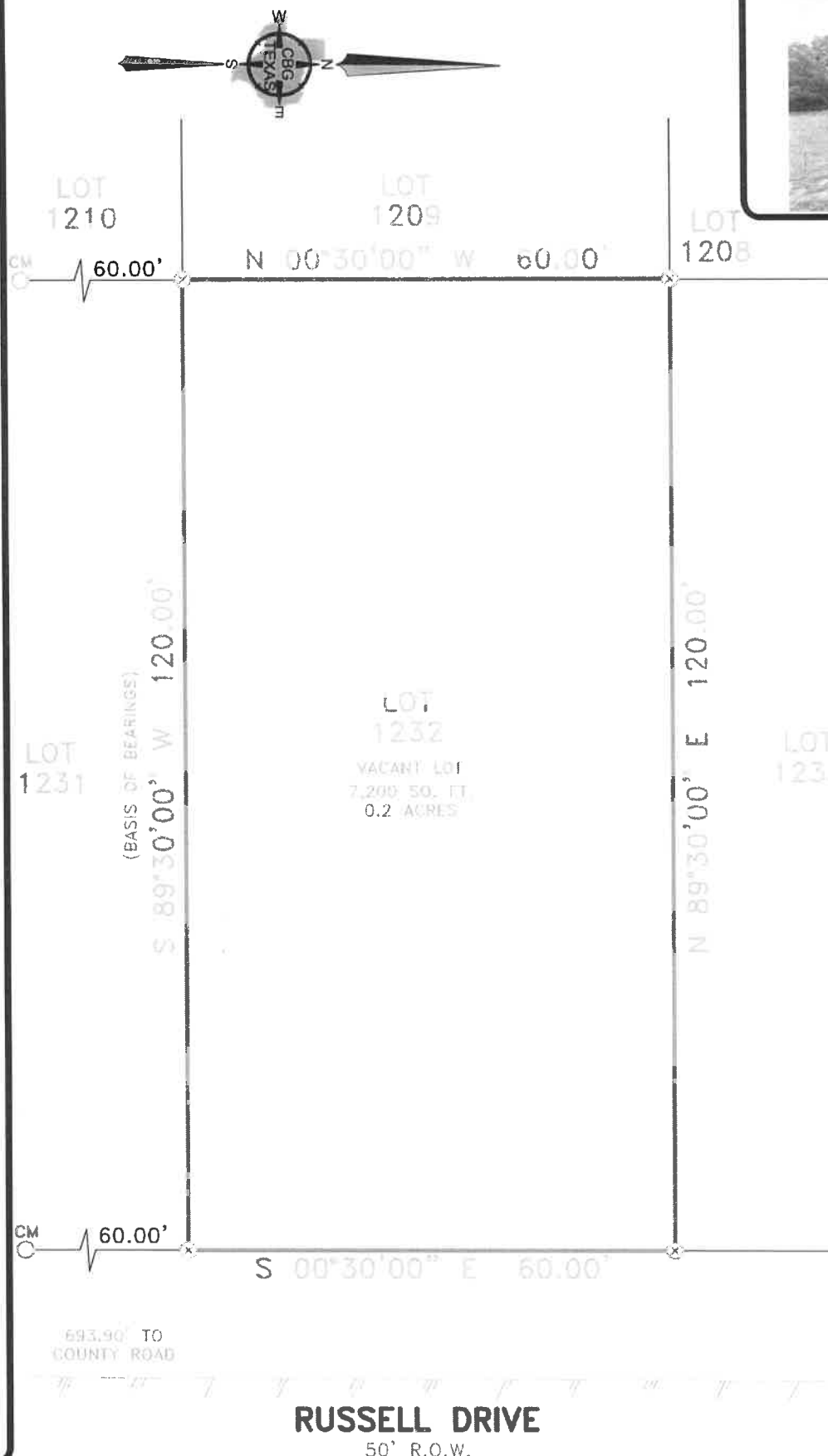
248 Russell Drive

Lot 1232 of Rockwall Lake Properties Development No. 2, an Addition to Rockwall County, Texas, according to the Plat thereof recorded in Volume 1, Pages 79 and 80, Map Records, Rockwall County, Texas.



LEGEND

- 1/2" ROD FOUND
 ⊗ 1/2" ROD SET
 ○ 1" PIPE FOUND
 ⊗ "X" FOUND/SET
 ⊗ 5/8" ROD FOUND
 ✱ POINT FOR CORNER
 □ FENCE POST FOR CORNER
 CM CONTROLLING MONUMENT
 AC AIR CONDITIONER
 PE POOL EQUIPMENT
 TE TRANSFORMER PAD
 ■ COLUMN
 ● POWER POLE
 ▲ UNDERGROUND ELECTRIC
 △ OVERHEAD ELECTRIC
 —OHP—
 OVERHEAD ELECTRIC POWER
 —OES—
 OVERHEAD ELECTRIC SERVICE
 —○—
 CHAIN LINK
 □
 WOOD FENCE 0.5' WIDE TYPICAL
 —RJ—
 IRON FENCE
 —X—
 BARBED WIRE
 —□—
 DOUBLE SIDED WOOD FENCE
 //
 EDGE OF ASPHALT
 ▲
 EDGE OF GRAVEL
 [Pattern: Stippled] CONCRETE
 [Pattern: Dashed] COVERED AREA
 [Pattern: Bricks] BRICK
 [Pattern: Stones] STONE



EXCEPTIONS:

NOTE: This survey is made in conjunction with the information provided by the client. CBG Surveying Texas, LLC has not researched the land title records for the existence of easements, restrictive covenants or other encumbrances.

NOTES:

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48397C0040L, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by VIP Galindo Construction. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions are as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Drawn By: RYR

Scale: 1" = 20'

Date: 05/14/2021

GF No.: GFN

Job No. 2109116

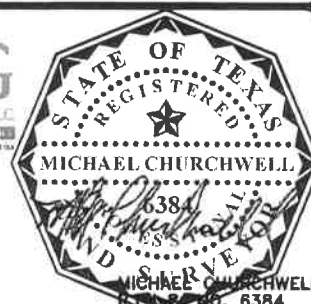
Accepted by: _____
Purchaser

Date: _____

Purchaser



12025 Shiloh Road, Ste. 240
Dallas, TX 75228
P 214.349.9485
F 214.349.2216
Firm No. 10168800
www.cbajxl.com





CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-041

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

ADJACENT HOUSING ATTRIBUTES

ADDRESS	HOUSING TYPE	YEAR BUILT	HOUSE SF	ACCESSORY BUILDING	EXTERIOR MATERIALS
193 Russell Drive	Modular Home	1997	2,082	N/A	Siding
198 Russell Drive	Vacant	N/A	N/A	N/A	N/A
209 Russell Drive	Modular Home	1978	1,180	296	Siding
223 Russell Drive	Vacant	N/A	N/A	N/A	N/A
228 Russell Drive	Modular Home	N/A	N/A	N/A	Siding
235 Russell Drive	Vacant	N/A	N/A	N/A	N/A
238 Russell Drive	Vacant	N/A	N/A	N/A	N/A
247 Russell Drive	Vacant	N/A	N/A	N/A	N/A
248 Russell Drive	Vacant	N/A	N/A	N/A	N/A
257 Russell Drive	Vacant	N/A	N/A	N/A	N/A
262 Russell Drive	Single-Family Home	1975	7,072	240	Siding
269 Russell Drive	Vacant	N/A	N/A	N/A	N/A
AVERAGES:		1983	3,445	268	



CITY OF ROCKWALL

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PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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193 Russell Drive



198 Russell Drive



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-041

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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209 Russell Drive



223 Russell Drive



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-041

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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



228 Russell Drive



235 Russell Drive



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-041

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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



238 Russell Drive



247 Russell Drive



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-041

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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



248 Russell Drive



257 Russell Drive



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-041

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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



262 Russell Drive



269 Russell Drive

CITY OF ROCKWALL

ORDINANCE NO. 26-XX

SPECIFIC USE PERMIT NO. S-4XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 75 (PD-75) [ORDINANCE NO. 16-01] AND THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.1650-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 1232 OF THE ROCKWALL LAKE ESTATES #2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request by Alex Flores for the approval of a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.1650-acre parcel of land identified as Lot 1232 of the Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 248 Russell Drive, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that Planned Development District 75 (PD-75) [Ordinance No. 16-01] and the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall should be amended as follows:

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

SECTION 1. That Planned Development District 75 (PD-75) [Ordinance No. 16-01] and the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* to allow for the construction of a single-family home in an established subdivision in accordance with Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [Ordinance No. 20-02] on the *Subject Property*; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in

Planned Development District 75 (PD-75) [Ordinance No. 16-01] and Subsection 03.01, *General Residential District Standards*, and Subsection 03.09, *Single-Family 7 (SF-7) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02] -- as heretofore amended and may be amended in the future -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

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

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

2.2 COMPLIANCE

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

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

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

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

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

SECTION 6. If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the

ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 8TH DAY OF SEPTEMBER, 2026.**

Tim McCallum, *Mayor*

ATTEST:

Kristy Teague, *City Secretary*

APPROVED AS TO FORM:

Frank J. Garza, *City Attorney*

1st Reading: August 17, 2026

2nd Reading: September 8, 2026

Exhibit 'A':
Location Map

Address: 248 Russell Drive

Legal Description: Lot 1232 of the Rockwall Lake Estates #2 Addition

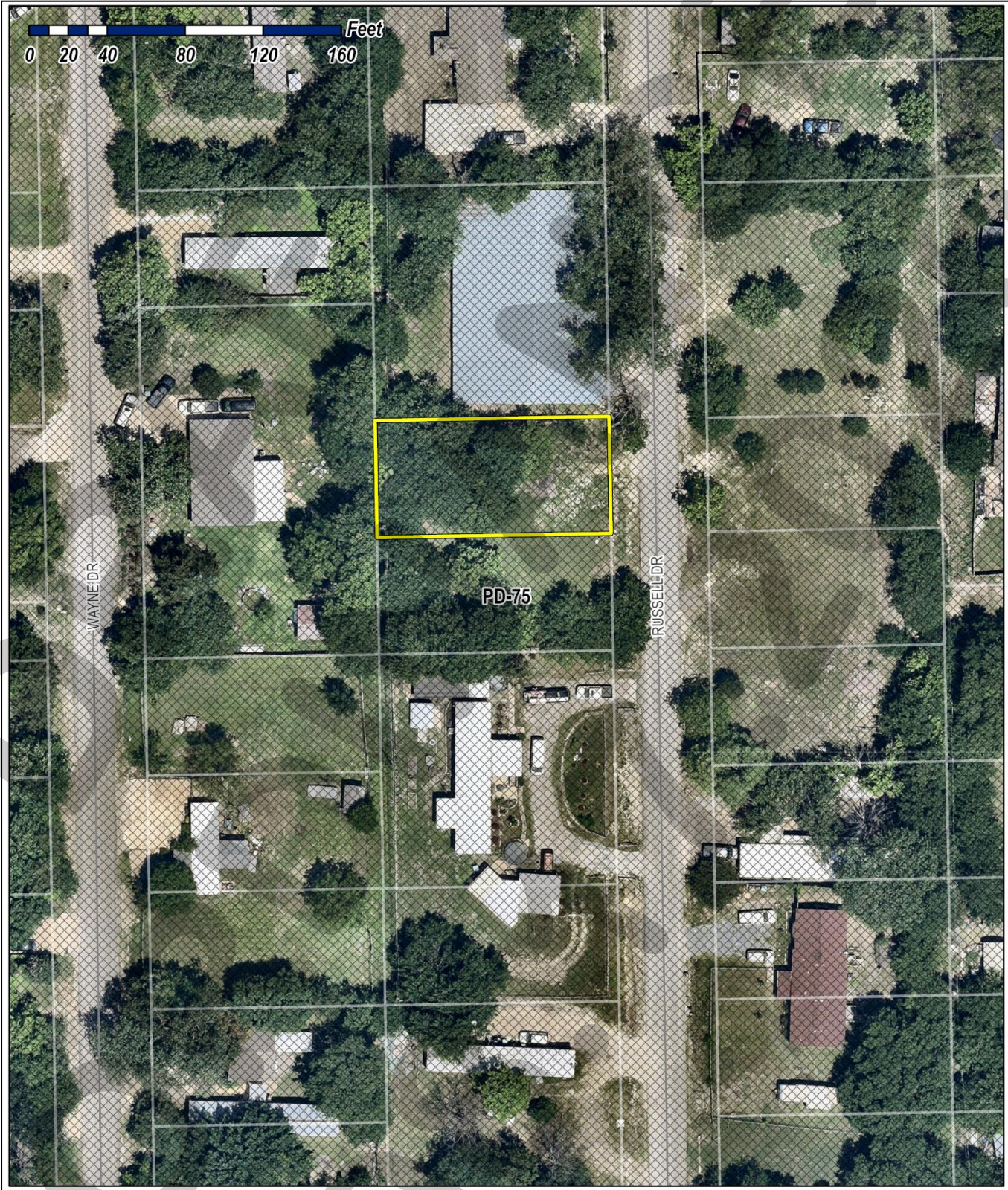


Exhibit 'B':
Residential Plot Plan

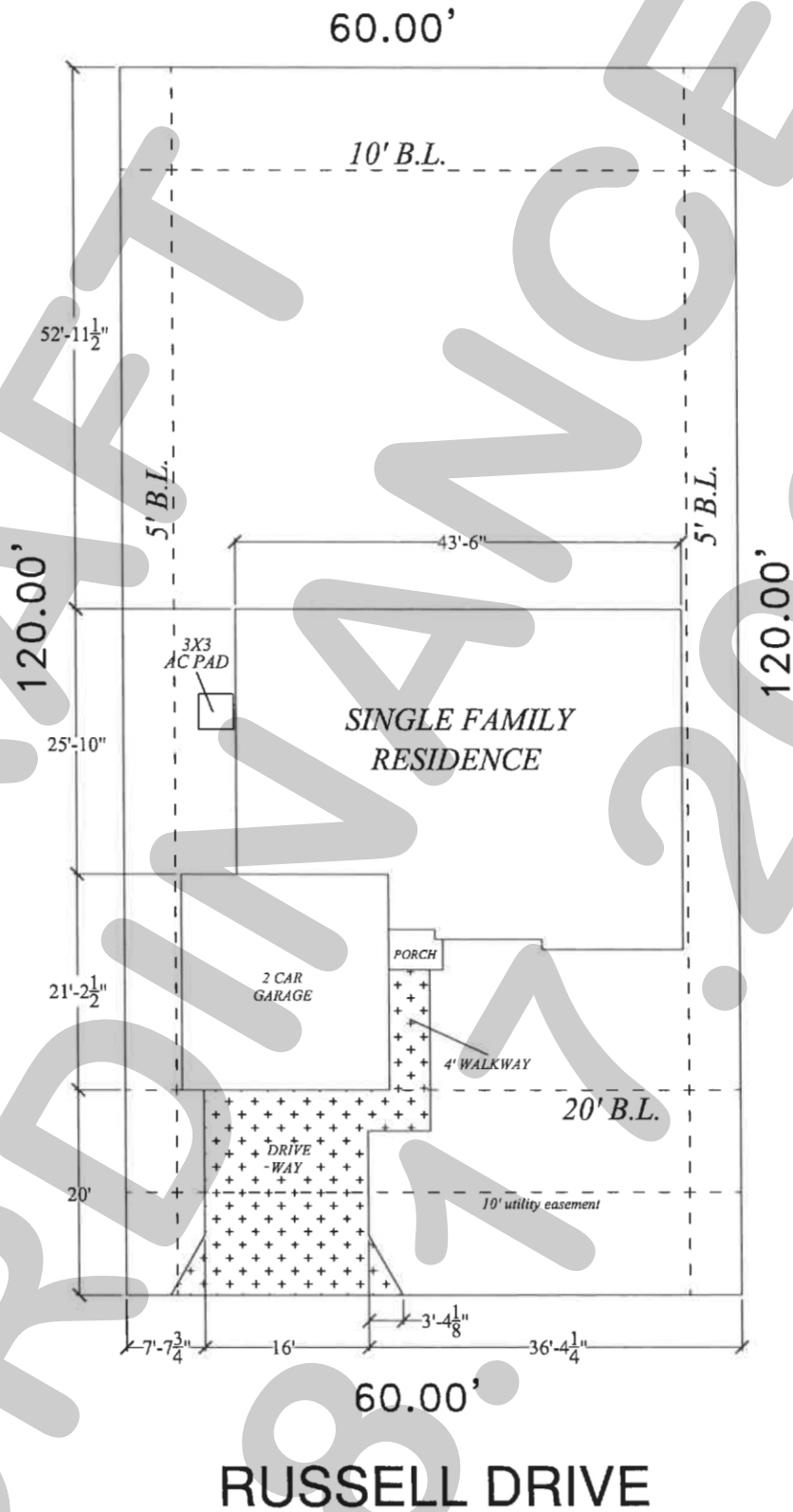
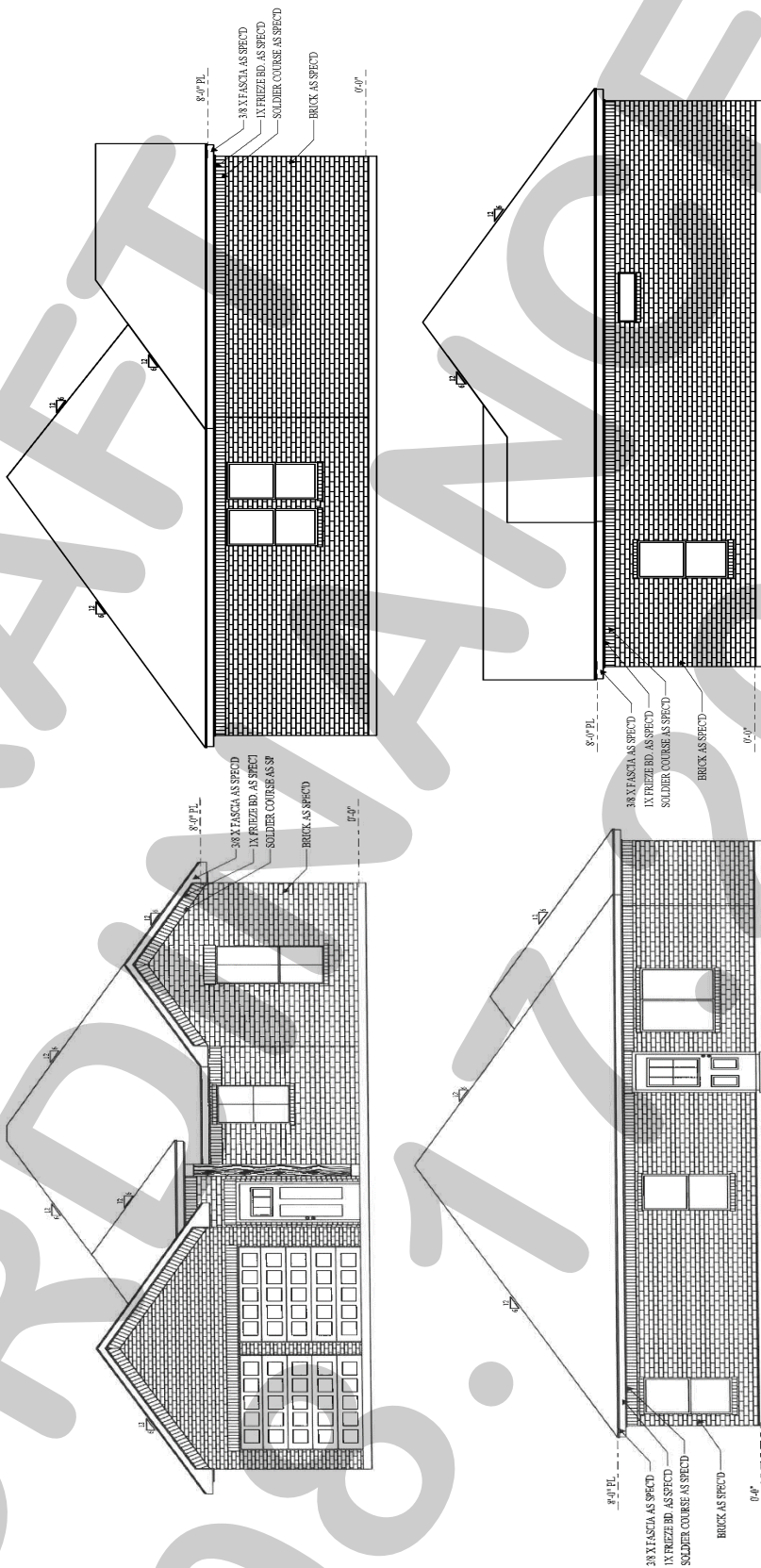


Exhibit 'C':
Building Elevations





CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council
DATE: August 17, 2026
APPLICANT: Jim Freeman and Jenna Lee
CASE NUMBER: Z2026-042; *Zoning Change (HC & C to HC)*

SUMMARY

Hold a public hearing to discuss and consider a request by Jim Freeman and Jenna Lee of Alterra IOS Acquisitions, LLC on behalf of Tommy Truluck of EPES Transport Systems, LLC for the approval of a Zoning Change from Heavy Commercial (HC) and Commercial (C) Districts to a Heavy Commercial (HC) District for a five (5) acre tract of land identified as Tract 2-01 of the J .R. Johnson Survey, Abstract No. 128, City of Rockwall, Rockwall County, Texas, zoned Heavy Commercial (HC) and Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, addressed as 2890 S. Goliad Street [SH-205], and take any action necessary.

BACKGROUND

The subject property was annexed into the City of Rockwall on May 19, 1986 by *Ordinance No. 86-37 [Case No. A1986-005]*. At the time of annexation, the subject property was zoned Agricultural (AG) District. According to the Rockwall Central Appraisal District (RCAD), existing on the subject property is a 10,934 SF *Office Building* constructed in 1984, a 2,297 SF *Office Building* constructed in 2013, and a 4,000 SF *Storage/Warehouse* constructed in 1984. On May 15, 1989, the City Council changed the zoning from Agricultural (AG) District to Commercial (C) District by *Ordinance No. 89-15* for a portion of the subject property. On May 6, 1991, the City Council approved a zoning change from a Light Industrial (LI) District to a Heavy Commercial (HC) District by *Ordinance 91-17* for a portion of the subject property. The zoning has remained Heavy Commercial (HC) District and Commercial (C) District since May 6, 1991. On August 16, 2004, the City Council approved an Amended Site Plan [Case No. SP2004-014] for the expansion of an existing office on the subject property. On May 20, 2013, the City Council approved a site plan [Case No. SP2013-007] for the replacement of manufactured home with a new two (2) story driver's lounge building on the subject property. On March 15, 2022, the Planning and Zoning Commission approved an amended site plan for the addition of *Outside Storage* to an existing *Trucking Facility* (i.e. EPES Trucking).

PURPOSE

On July 17, 2026, the applicant -- *Jim Freeman and Jenna Lee of Alterra IOS Acquisitions, LLC* -- submitted an application requesting to change the zoning of the subject property from a Heavy Commercial (HC) District and Commercial (C) District to a Heavy Commercial (HC) District.

ADJACENT LAND USES AND ACCESS

The subject property is addressed as 2890 S. Goliad Street. The land uses adjacent to the subject property are as follows:

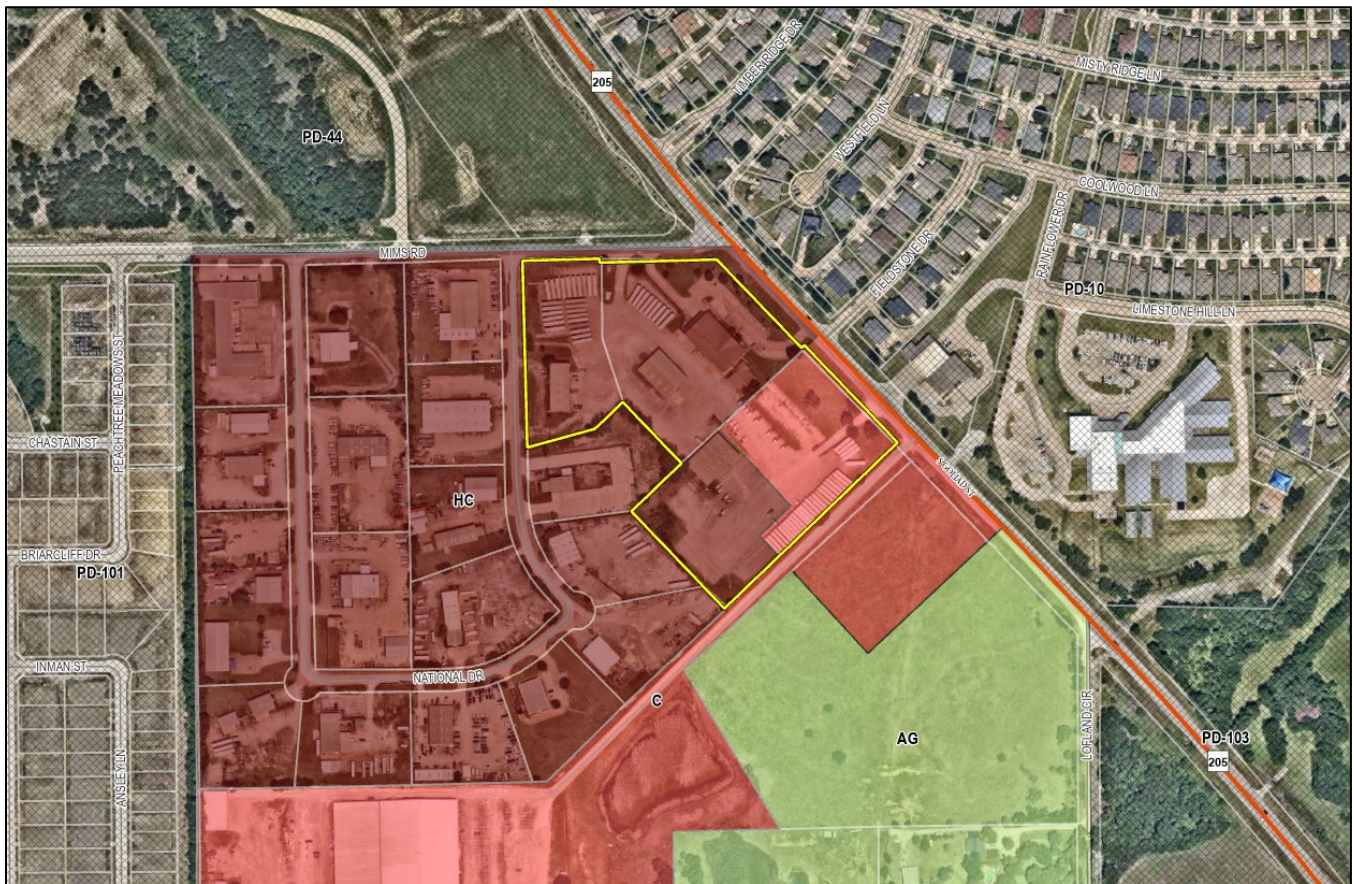
North: Directly north of the subject property is Mims Road, which is identified as a *Minor Collector* on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a 15.9450-acre parcel of land (i.e. 2750 S. Goliad Street) that is part of the Rayburn Electric Cooperative Corporate Campus and is zoned Planned Development District 44 (PD-44). Beyond that is S. Goliad Street which is a P6D (i.e. *principal arterial, six [6] lane, divided roadway*) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan.

South: Directly south of the subject property is Sids Road, which is identified as a *Minor Collector* on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a 15.276-acre tract of land (*i.e. Tract 2 of the J.R. Johnson Survey, Abstract No. 128*), which is currently vacant and zoned both Agricultural (AG) District and Commercial (C) District. Beyond that is a 6.677-acre portion of a larger 13.677-acre tract of land (*i.e. Tract 1, of the J.R. Johnson Survey, Abstract No. 128*), which is currently vacant and zoned Agricultural (AG) District.

East: Directly east of the subject property is S. Goliad Street which is a P6D (*i.e. principal arterial, six [6] lane, divided roadway*) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is Phase 1 of the Hickory Ridge Subdivision, which consists of 139 single-family residential lots and is zoned Planned Development District 10 (PD-10) for single-family land uses.

West: Directly west of the subject property is a 1.50-acre tract of land (*i.e. Tract 2-18, of the J.R. Johnson Survey, abstract No. 128*), which is developed with an *Automotive Shop* (*i.e. McSwain Automotive*) and zoned Heavy Commercial (HC) District. Beyond this is a 1.95-acre parcel of land (*i.e. Lot 1, Block A, National Addition*), which is developed with a *Light Assembly and Fabrication Facility* (*i.e. Rockwall Makers Space*) and zoned Heavy Commercial (HC) District.

MAP 1: LOCATION MAP
YELLOW: SUBJECT PROPERTY



CONFORMANCE TO THE CITY'S CODES

According to Subsection 04.06, *Heavy Commercial (HC) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC), "(t)he Heavy Commercial (HC) District is the proper zoning classification for commercial establishments that may involve uses that would not be suitable in the other commercial zoning districts. Included in this district are commercial uses that involve large volumes of commercial truck traffic, outside operations, outside storage of materials and equipment, excessive noise from heavy service operations, and/or any other possibly adverse operations. The Heavy Commercial (HC) District is commercial in nature, but has some aspects that are similar to industrial land uses. The zoning

district allows noise, traffic, litter, late night hours, outside storage of materials and equipment, and other influences that could be harmful if directly adjacent to residential areas, and will require adequate buffering and other mitigating factors if such an adjacency exists.” In this case, the applicant has stated that the request to rezone subject property is to provide consistent zoning with the adjacent tracts of land and the remainder of the subject proeprty. According to Article 05, *District Development Standards*, of the Unified Development Code (UDC), the following is a summary of the density and dimensional requirements of the Heavy Commercial (HC) District:

TABLE 1: HEAVY COMMERCIAL (HC) DISTRICT STANDARDS

MINIMUM LOT AREA	12,500 SF
MINIMUM LOT WIDTH	100'
MINIMUM LOT DEPTH	125'
MINIMUM FRONT YARD SETBACK ⁽¹⁾	25'
MINIMUM SIDE YARD SETBACK ⁽²⁾	15'
MINIMUM REAR YARD SETBACK ⁽²⁾	20'
MINIMUM BETWEEN BUILDINGS ⁽²⁾	20'
MAXIMUM BUILDING HEIGHT ⁽³⁾	60'
MAXIMUM LOT COVERAGE	60.00%
MINIMUM LANDSCAPING	15.00%

GENERAL NOTES:

- ¹: FROM FUTURE RIGHT-OF-WAY AS SHOWN ON THE ADOPTED MASTER THOROUGHFARE PLAN OR AS ACTUALLY EXISTS, WHICHEVER IS GREATER.
- ²: NOT TO EXCEED 50-FEET.
- ³: BUILDING HEIGHT MAY BE INCREASED UP TO 240-FEET IF APPROVED THROUGH A SPECIFIC USE PERMIT (SUP) BY THE PLANNING AND ZONING COMMISSION AND CITY COUNCIL.

If this zoning change is approved and when the subject property is developed, the development will be required to conform to all the requirements of the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, and any other applicable local, state or federal requirements.

CONFORMANCE WITH OURHOMETOWN VISION 2040 COMPREHENSIVE PLAN

The Future Land Use Plan adopted with the OURHometown Vision 2040 Comprehensive Plan identifies the subject property as being situated in the *Southwest Residential District* and is designated for Commercial/Industrial land uses. The *Southwest Residential District* “...contains a mixture of land uses that include existing medium and low density residential, heavy commercial/retail land uses (i.e. *National Drive, Sids Road, and Mims Road*) and commercial land uses.” *Strategy #2* in the *Southwest Residential District* indicates that the properties surrounding Sids Road and Mims Road contain some of the only land in the City for *Commercial/Industrial* land uses and that “...these areas should be protected from the encroachment of incompatible land uses.” In this case, the applicant is proposing to change the zoning from a Commercial (C) District to a Heavy Commercial (HC) District, which is consistent with the surrounding properties on both sides of Sids Road. In addition, the proposed change conforms the land use designation assigned to the subject property on the Future Land Use Plan. Based on this, the applicant’s proposal conforms with the goals and policies of the Comprehensive Plan.

INFRASTRUCTURE

Based on the proposed request, the Engineering Department will provide additional comments at the time of site plan if the zoning change is approved and the applicant proposes changes to the existing facility. In addition, if the subject property is developed or redeveloped, the portion of Sids Road adjacent to the subject property must be constructed in conformance with the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. All water and sewer infrastructure must be installed per the Master Water and Sewer Plan, and detention shall be required.

STAFF ANALYSIS

The proposed zoning change is consistent with the Unified Development Code (UDC), and conforms to the OURHometown Vision 2040 Comprehensive Plan; however, the applicant’s proposed request is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission.

NOTIFICATIONS

On July 21, 2026, staff mailed 78 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Flagstone Estates Homeowner's Association (HOA), which is the only HOA within 1,500-feet of the subject property participating in the Neighborhood Notification Program. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). At the time this report was drafted, staff had not received any returned notices with regard to the applicant's request.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the applicant's request to rezone the subject property from a Heavy Commercial (HC) District and Commercial (C) District to a Heavy Commercial (HC) District, then staff would propose the following conditions of approval:

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

PLANNING AND ZONING COMMISSION

On August 11, 2026, the Planning and Zoning Commission approved a motion to recommend approval of the Zoning Change by a vote of 6-0, with Commissioner Williams absent.



DEVELOPMENT APPLICATION

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

STAFF USE ONLY

PLANNING & ZONING CASE NO. _____

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

DIRECTOR OF PLANNING: _____

CITY ENGINEER: _____

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

PLATTING APPLICATION FEES:

- ☐ MASTER PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ PRELIMINARY PLAT (\$500.00 + \$20.00 ACRE) ²
- ☐ FINAL PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ REPLAT (\$500.00 + \$20.00 ACRE) ^{1 & 2}
- ☐ AMENDING OR MINOR PLAT (\$500.00)
- ☐ PLAT REINSTATEMENT REQUEST (\$200.00)

SITE PLAN APPLICATION FEES:

- ☐ SITE PLAN (\$1,000.00 + \$20.00 ACRE) ^{1 & 2}
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$500.00) ²

OTHER APPLICATION FEES:

- ☐ TREE REMOVAL (\$200.00)
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [RESIDENTIAL] (\$200.00) ²
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [COMMERCIAL] (\$1,000.00) ²

ZONING APPLICATION FEES:

- ☒ ZONING CHANGE (\$1,000.00 + \$20.00 ACRE) ^{1 & 3}
- ☐ SPECIFIC USE PERMIT [RESIDENTIAL] (\$200.00 + \$20.00 ACRE) ^{1 & 3}
- ☐ SPECIFIC USE PERMIT [COMMERCIAL] (\$1,000.00 + \$20.00 ACRE) ^{1 & 3}
- ☐ PLANNED DEVELOPMENT DISTRICT (\$1,500.00 + \$20.00 ACRE) ^{1 & 3}
- ☐ PD DEVELOPMENT PLANS (\$1,500.00 + \$20.00 ACRE) ^{1 & 3}

NOTES:

¹: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

²: A \$2,500.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

³: AN ADDITIONAL FEE OF \$150.00 WILL BE REQUIRED FOR THE COST OF NOTIFICATIONS.

PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 2890 South Goliad Street

SUBDIVISION J.R. Jonson Survey

LOT A portion of Tract 2-01 BLOCK Abstract No. 128

GENERAL LOCATION West corner of South Goliad Street and Rise Drive

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING "C" Commercial

CURRENT USE Vacant (previously trucking company)

PROPOSED ZONING "HC" Heavy Commercial

PROPOSED USE Industrial/outside storage use

ACREAGE 5.0

LOTS [CURRENT] 1

LOTS [PROPOSED] 1

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

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

☒ OWNER EPES Transport System LLC

☒ APPLICANT Alterra IOS Acquisitions LLC

CONTACT PERSON Tommy Truluck

CONTACT PERSON Jim Freeman and Jenna Lee

ADDRESS

ADDRESS

NOTARY VERIFICATION [REQUIRED]

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

I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 1250.00 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 17 DAY OF JULY, 2026 BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 13 DAY OF July, 2026

OWNER'S SIGNATURE

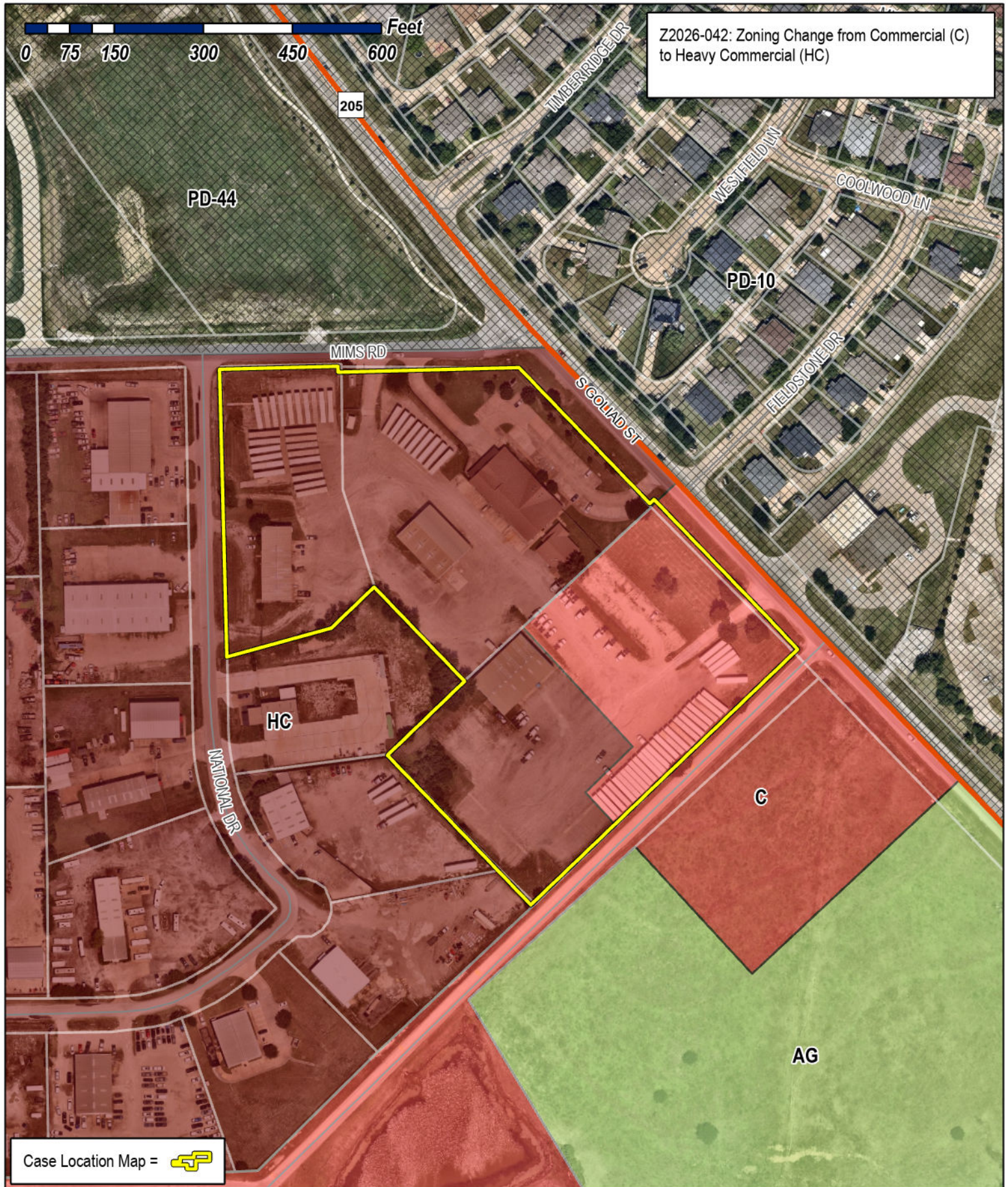
[Signature]

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Kathleen P. Janssen
Commonwealth of Pennsylvania

Berks County
My commission expires September 13, 2026
Commission number 1078321
Member, Pennsylvania Association of Notaries

MY COMMISSION EXPIRES 9-13-2026



Case Location Map = 



City of Rockwall

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

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

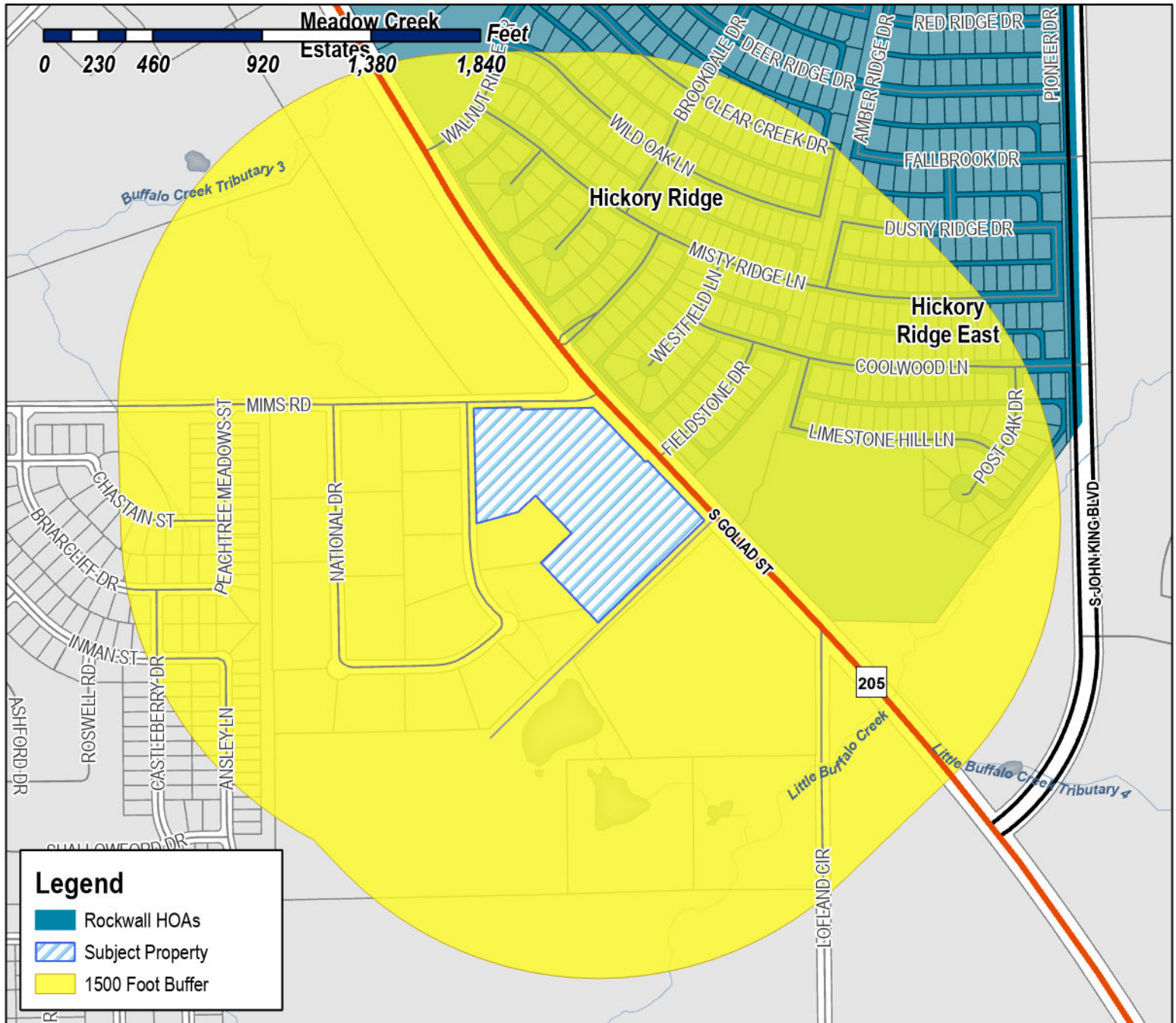




City of Rockwall

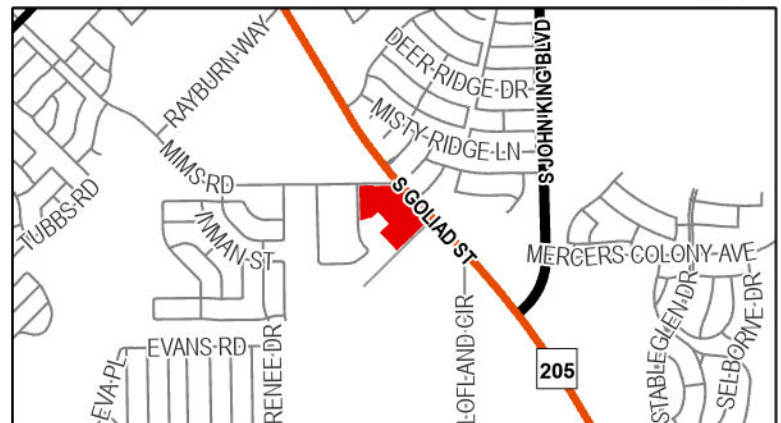
Planning & Zoning Department
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Case Number: Z2026-XXX
Case Name: Zoning Change from Commercial (C) to Heavy Commercial (HC)
Case Type: Zoning
Zoning: Commercial (C) District
Case Address: SW Corner of Mims Road and SH 205

Date Saved: 7/17/2026
For Questions on this Case Call (972) 771-7745



From: [Zavala, Melanie](#)
Cc: [Miller, Ryan](#); [Lee, Henry](#); [Ross, Bethany](#); [Guevara, Angelica](#)
Subject: Neighborhood Notification Program [Z2026-042}
Date: Wednesday, July 22, 2026 10:45:42 AM
Attachments: [Public Notice \(07.21.2026\).pdf](#)
[HOA Map \(07.21.2026\).pdf](#)

HOA/Neighborhood Association Representative:

Per your participation in the Neighborhood Notification Program, you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on Friday, July 24, 2026. The Planning and Zoning Commission will hold a public hearing on Tuesday, August 11, 2026 at 6:00 PM, and the City Council will hold a public hearing on Monday, August 17, 2026 at 6:00 PM. Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

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

-
Z2026-042: Zoning Change from HC and C to HC

Hold a public hearing to discuss and consider a request by Jim Freeman and Jenna Lee of Alterra IOS Acquisitions, LLC on behalf of Tommy Truluck of EPES Transport Systems, LLC for the approval of a Zoning Change from Heavy Commercial (HC) and Commercial (C) Districts to a Heavy Commercial (HC) District for a five (5) acre tract of land identified as Tract 2-01 of the J .R. Johnson Survey, Abstract No. 128, City of Rockwall, Rockwall County, Texas, zoned Heavy Commercial (HC) and Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, addressed as 2890 S. Goliad Street [SH-205], and take any action necessary.

Melanie Zavala

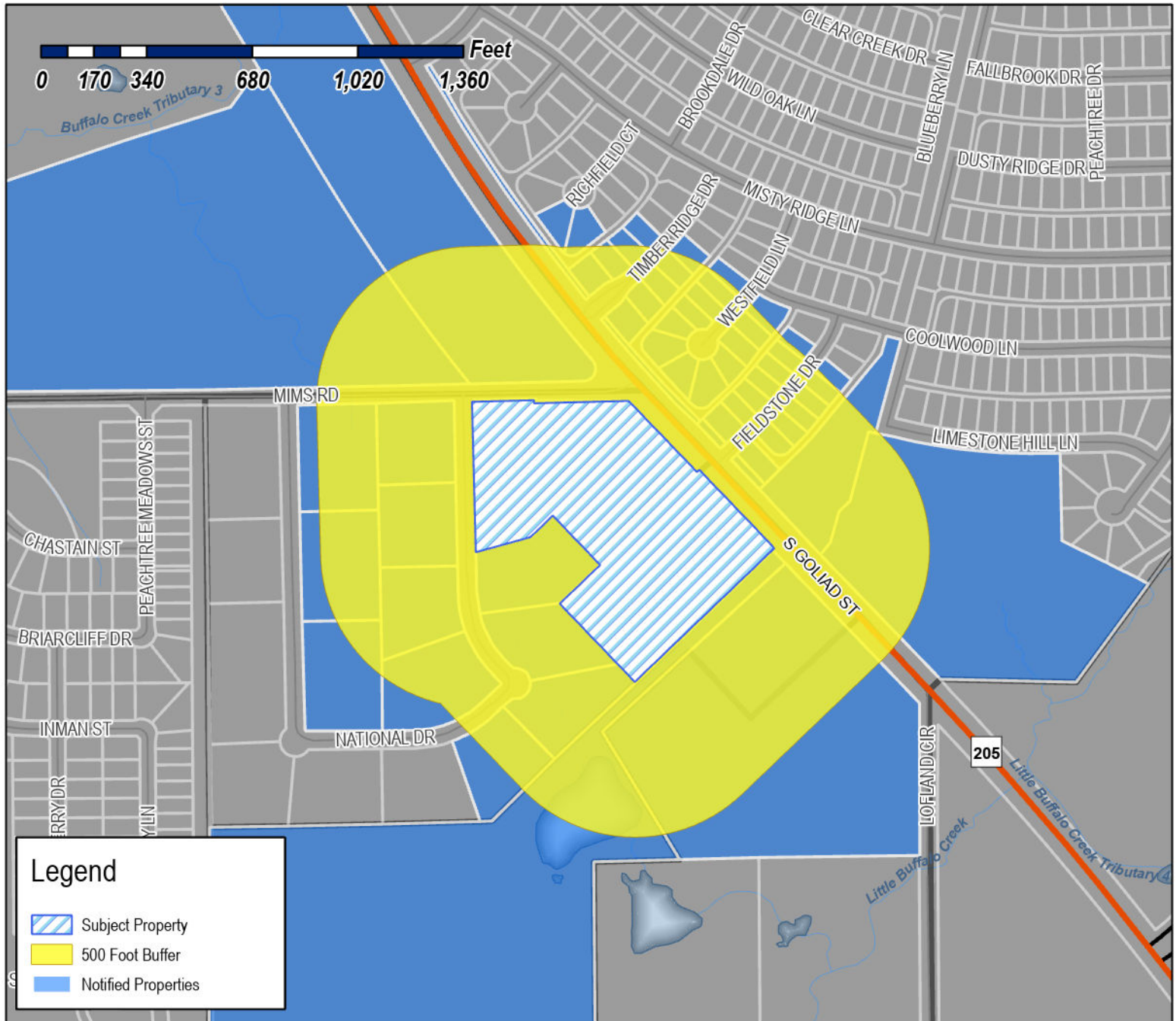
Planning & Zoning Coordinator | Planning Dept. | City of Rockwall
385 S. Goliad Street | Rockwall, TX 75087
[Planning & Zoning Rockwall](#)
972-771-7745 Ext. 6568



City of Rockwall

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

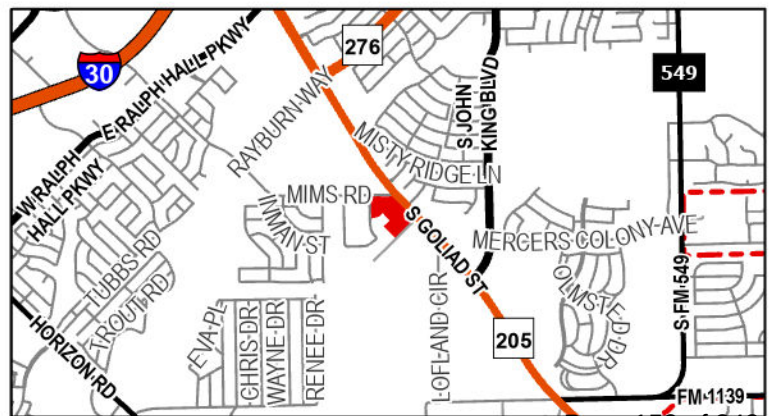
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Case Number: Z2026-042
Case Name: Zoning Change from Commercial (C) to Heavy Commercial (HC)
Case Type: Zoning
Zoning: Commercial (C) District
Case Address: SW Corner of Mims Road and SH 205

Date Saved: 7/17/2026

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



RESIDENT
100 NATIONAL DR
ROCKWALL, TX 75032

RESIDENT
101 NATIONAL DR
ROCKWALL, TX 75032

BCL REAL ESTATE LLC
103 Gross Rd Ste A
Mesquite, TX 75149

ROCKWALL I S D
1050 Williams St
Rockwall, TX 75087

CONTI AND WILLIAMSON SERIES LLC
118 NATIONAL DR
ROCKWALL, TX 75032

JONES MICHAEL
125 Deverson Dr
Rockwall, TX 75087

MOORE SHERYL ANN
1251 MARLIN AVENUE
SEAL BEACH, TX 90740

ROCKWALL HICKORY RIDGE HOMEOWNERS
ASSOC INC
C/O SBB MANAGEMENT COMPANY
12801 N CENTRAL EXPY STE 1401
DALLAS, TX 75243

MCSWAIN BILLY
148 NATIONAL DR
ROCKWALL, TX 75032

ZIYADEH MUNEE R ABU
1490 FIELDSTONE DR
ROCKWALL, TX 75032

REYES JULIO CESAR & URANIA S
1491 FIELDSTONE DR
ROCKWALL, TX 75032

RESIDENT
1500 FIELDSTONE DR
ROCKWALL, TX 75032

RESIDENT
1500 WESTFIELD LN
ROCKWALL, TX 75032

ENGLESTAD HOPE ELIZABETH AND WILLIAM
MCELROY
1500 Richfield Ct
Rockwall, TX 75032

LUSK DERRICK L
1500 TIMBER RIDGE DR
ROCKWALL, TX 75032

NICKERSON TELISA A
1501 FIELDSTONE DR
ROCKWALL, TX 75032

SAHLOU WALIYE BESHAH
1501 TIMBER RIDGE DRIVE
ROCKWALL, TX 75032

JONES MYRON D
1501 WESTFIELD LN
ROCKWALL, TX 75032

KROLL MONTY R
1506 FIELDSTONE DR
ROCKWALL, TX 75032

WILK MICHELLE R AND VICTOR
1506 RICHFIELD COURT
ROCKWALL, TX 75032

GARDNER AALIYAH DEJANE TRUST NUMBER
TWO
AMBER GARDNER & HER SUCCESSORS TRUSTEE
1506 TIMBER RIDGE
ROCKWALL, TX 75032

LAWRENCE CRAIG ALAN JR & KELLY ANN
1506 WESTFIELD LN
ROCKWALL, TX 75032

RESIDENT
1507 FIELDSTONE DR
ROCKWALL, TX 75032

RESIDENT
1507 TIMBER RIDGE DR
ROCKWALL, TX 75032

MORITZ GREG AND BIANCA MARTINEZ
1507 WESTFIELD LN
ROCKWALL, TX 75032

RESIDENT
1512 TIMBER RIDGE DR
ROCKWALL, TX 75032

CRUZET MARIE FLOR
1512 FIELDSTONE DR
ROCKWALL, TX 75032

KROUCH MONY
1512 WESTFIELD LN
ROCKWALL, TX 75032

RESIDENT
1513 TIMBER RIDGE DR
ROCKWALL, TX 75032

MACFOY THEODORE P & EASTERLINE V
1513 FIELDSTONE DR
ROCKWALL, TX 75032

PEREZ ELIZABETH
1513 WESTFIELD LN
ROCKWALL, TX 75032

AUTENCIO ROSELYN P & PHILIP
1518 FIELDSTONE DR
ROCKWALL, TX 75032

KORDI KIOMARS AND ELICIA
1518 TIMBER RIDGE DR
ROCKWALL, TX 75032

CARRERA BYRON & SANDRA PATRICIA NICHOLS
1518 WESTFIELD LN
ROCKWALL, TX 75032

RESIDENT
1519 WESTFIELD LN
ROCKWALL, TX 75032

ACOSTA CORAZON
1519 FIELDSTONE DR
ROCKWALL, TX 75032

ATTARDI JENNIFER LEIGH
1519 Timber Ridge Dr
Rockwall, TX 75032

NXG SERVICES LLC
1520 Bell Haven Ct
Rockwall, TX 75032

RESIDENT
1524 TIMBER RIDGE DR
ROCKWALL, TX 75032

HETTLER MARGARET ELLA
1524 FIELDSTONE DR
ROCKWALL, TX 75032

WINSTON CRAIG S AND LACETIA D
1524 WESTFIELD LN
ROCKWALL, TX 75032

RESIDENT
1525 WESTFIELD LN
ROCKWALL, TX 75032

DRY CHARLENE &
CHAROLETTE SAWYER
1525 FIELDSTONE DR
ROCKWALL, TX 75032

RESIDENT
1530 WESTFIELD LN
ROCKWALL, TX 75032

MEADE MICHAEL & ALMA DELIA
1530 FIELDSTONE DRIVE
ROCKWALL, TX 75032

RESIDENT
1531 FIELDSTONE DR
ROCKWALL, TX 75032

RESIDENT
1531 WESTFIELD LN
ROCKWALL, TX 75032

MILLER FAMILY INVESTMENT LP
17430 Campbell Rd Ste 230
Dallas, TX 75252

HICKORY RIDGE EAST HOMEOWNERS ASSOC
1800 Preston Park Blvd Ste 101
Plano, TX 75093

RESIDENT
182 NATIONAL DR
ROCKWALL, TX 75032

LM LEASING LLC
2091 FM 1139
Rockwall, TX 75032

RESIDENT
227 NATIONAL DR
ROCKWALL, TX 75032

AMERICAN RESIDENTIAL LEASING COMPANY LLC
ATTN: PROPERTY TAX DEPARTMENT
23975 Park Sorrento Ste 300
Calabasas, CA 91302

RESIDENT
242 NATIONAL DR
ROCKWALL, TX 75032

SEYMORE TIM & RAY SEYMORE
242 NATIONAL DR
ROCKWALL, TX 75032

RESIDENT
2750 S GOLIAD ST
ROCKWALL, TX 75032

RESIDENT
2890 S GOLIAD
ROCKWALL, TX 75032

RESIDENT
291 NATIONAL DR
ROCKWALL, TX 75032

RESIDENT
2915 S GOLIAD
ROCKWALL, TX 75032

LAYZA & LUNA REAL ESTATE LLC
2922 S GOLIAD ST
ROCKWALL, TX 75032

RESIDENT
3025 LIMESTONE HILL LN
ROCKWALL, TX 75032

RESIDENT
311 NATIONAL DR
ROCKWALL, TX 75032

EPES TRANSPORT SYSTEM LLC
3400 EDGEFIELD CT
GREENSBORO, NC 27408

CPT-ASL SFR PROPCO LLC
345 HERITAGE AVE # 130
PORTSMOUTH, NH 3802

RESIDENT
355 NATIONAL DR
ROCKWALL, TX 75032

RESIDENT
368 NATIONAL DR
ROCKWALL, TX 75032

HPLI LLC
3820 AZURE LN
ADDISON, TX 75001

MEBRATU GEZI
46 WINDSOR DR
ROCKWALL, TX 75032

RESIDENT
496 NATIONAL DR
ROCKWALL, TX 75032

USMAN ASIM & HUMA RASHID
5140 BEAR CLAW LN
ROCKWALL, TX 75032

WU CHUN Y
518 ALLENTOWN RD
PARSIPPANY, NJ 7054

RESIDENT
626 NATIONAL DR
ROCKWALL, TX 75032

TWENTYFOUR27 HOLDINGS LLC
8643 ANGORA ST
DALLAS, TX 75218

MCGOWAN CLAYTON AND YANINA
980 STEVENS RD
ROCKWALL, TX 75032

BIG BUCK PROPERTIES LLC
PO BOX 2107
ROCKWALL, TX 75087

RAYBURN COUNTRY ELECTRIC CORP INC
PO BOX 37
ROCKWALL, TX 75087

D & A REAL ESTATE PARTNERS LTD
PO BOX 850
ROCKWALL, TX 75087

TJT INVESTMENT TRUST
JAMES DWAIN POWERS & PATRICIA ANNETTE
POWERS - CO-TRUSTEES
PO BOX 850
ROCKWALL, TX 75087

PUBLIC NOTICE



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

Property Owner and/or Resident of the City of Rockwall:

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

Z2026-042: Zoning Change from HC and C to HC

Hold a public hearing to discuss and consider a request by Jim Freeman and Jenna Lee of Alterra IOS Acquisitions, LLC on behalf of Tommy Truluck of EPES Transport Systems, LLC for the approval of a Zoning Change from Heavy Commercial (HC) and Commercial (C) Districts to a Heavy Commercial (HC) District for a five (5) acre tract of land identified as Tract 2-01 of the J. R. Johnson Survey, Abstract No. 128, City of Rockwall, Rockwall County, Texas, zoned Heavy Commercial (HC) and Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, addressed as 2890 S. Goliad Street [SH-205], and take any action necessary.

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on Tuesday, August 11, 2026 at 6:00 PM, and the City Council will hold a public hearing on Monday, August 17, 2026 at 6:00 PM. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

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

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

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

Your comments must be received by Monday, August 17, 2026 at 4:00 PM to ensure they are included in the information provided to the City Council.

Sincerely,

Ryan Miller, AICP
Director of Planning & Zoning



MORE INFORMATION ON THIS CASE CAN BE FOUND AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

PLEASE RETURN THE BELOW FORM

Case No. Z2026-042: Zoning Change from HC and C to HC

Please place a check mark on the appropriate line below:

- ☐ I am in favor of the request for the reasons listed below.
- ☐ I am opposed to the request for the reasons listed below.

Name:

Address:

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

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

LETTER OF EXPLANATION

This request is to rezone a portion of the Property to establish consistent zoning across the site and, thereby, to allow industrial/outside storage uses. The Property consists of three separate parcels that contain a combined total of +/-11.336 acres of land located at the west corner of the intersection of South Goliad Street (SH 205) and Rise Drive. The Property operates as one contiguous site and is currently developed with two (2) one-story office buildings and three (3) detached metal storage buildings with an accessory storage yard. The Property is split-zoned Heavy Commercial “HC” district and Commercial “C” District, though the majority of the site (*i.e.*, +/-8.636 acres) is zoned HC. The Applicant is proposing to rezone the remaining +/-2.7 acres at the Property (the “Area of Request”) from “C” district to “HC” district, in order to ensure that consistent zoning and development standards apply. Due to conflicting standards and prohibited uses in the C district versus the HC district, the Property is almost unusable as a single site if not rezoned for consistency.

The Property is currently vacant. The applicant is proposing to leave the Property largely as is—maintaining the existing improvements onsite, while also intending to install additional, enhanced landscaping and screening along the front of the site, facing SH 205. Nevertheless, the split-zoning prevents the Property from being reoccupied with an industrial/outside storage user, despite the fact that the existing improvements and the predominant HC zoning onsite appear to have anticipated an industrial/outside storage use at the Property, because the C zoning onsite prohibits such uses. A zoning approval to have the entire Property zoned HC district would resolve the issue and would allow the Property to be tenanted and used in a manner consistent with its history and with the existing improvements.

Surrounding uses consist primarily of industrial/outside storage uses to the rear of the property and undeveloped land to its north/northwest and its south/southeast. Across the highway are single-family residences. A front setback of more than 100 feet is provided at the Property. When added together with the 100-foot right-of-way for SH 205, there are more than 200 feet between the existing improvements at the Property and the single-family residences to the northeast. The intended new screening and landscaping would further serve as a visual buffer between the sites.

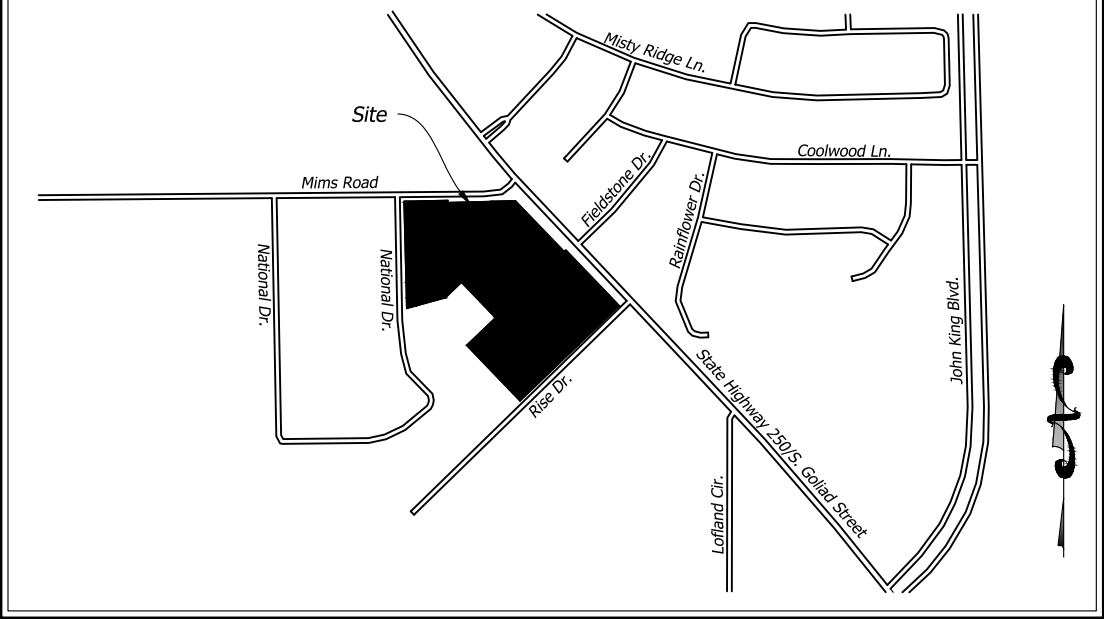
ITEMS CORRESPONDING TO SCHEDULE B-II

1. The following restrictive covenants of record itemized below:
Any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604 (g), of the Volume F, Page 177, of the Map and/or Plat Records, Rockwall County, Texas; and in Volume 212, Page 390, of the Official Public Records of ROCKWALL County, Texas.
Not shown; blanket in nature.
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
- e. A 15 foot building setback line along the northerly property line as recorded in of the Map and/or Plat Records, Rockwall County, Texas. **Shown hereon.**
- f. A 15 foot building setback line along the northeasterly property line as recorded in of the Map and/or Plat Records, Rockwall County, Texas. **Shown hereon.**
- g. The Fire Lane, RCH W.S.C., SBC, TXU Electric Delivery, and Utility easement(s) as set out on plat/map in Volume F, Page 177, of the Map and/or Plat Records of Rockwall County, Texas. **Shown hereon.**
- h. Easement: PERPETUAL EASEMENT AND RIGHT-OF-WAY
To: RCH Water Supply Corporation
Recorded: October 18, 1961, in Volume 63, Page 521, of the Deed records, of Rockwall County, Texas.
Purpose: water pipeline
Shown hereon.
- i. Easement:
To: LONE STAR GAS COMPANY, a Corporation
Recorded: August 23, 1966, in Volume 76, Page 476, and as further affected in Volume 109, Page 232, of the Deed records, of Rockwall County, Texas.
Purpose: pipeline
Not shown; does not affect subject property.
- j. Easement: ACCESS AND UTILITY EASEMENT
To: all future owners and tenants of Rockwall 205 Business Park, and their licensees, assignees, and successors
Recorded: November 8, 1984, in Volume 211, Page 786, of the Official Public records, of Rockwall County, Texas.
Purpose: to construct, alter and maintain lines for utility easements, perpetual easement and right-of-way for access and utilities. **Shown hereon.**
- k. Easement: EASEMENT AND RIGHT OF WAY
To: TEXAS UTILITIES ELECTRIC CORPORATION
Recorded: June 23, 1994, in Volume 913, Page 16, of the Official Public Records, of Rockwall County, Texas.
Purpose: overhead electric supply and communication lines
Shown hereon.
- l. Easement: EASEMENT FOR EQUIPMENT STATION
To: SOUTHWESTERN BELL TELEPHONE COMPANY
Recorded: December 1, 1989, in Volume 1762, Page 176, of the Official Public Records, of Rockwall County, Texas.
Purpose: communications equipment station
Shown hereon.
- m. Mineral and/or royalty interest:
Recorded: December 11, 1939, in Volume 35, Page 425, of the Deed Records of Rockwall County, Texas.
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
Not shown; Non-survey related item.

ZONING INFORMATION

Pursuant to Table A Items 6(a) and 6(b), the surveyor was not provided with a zoning report or letter and is therefore unable to address this item.

VICINITY MAP - NOT TO SCALE



MISCELLANEOUS NOTES

- Survey prepared by Golden Land Surveying, 4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120, (405) 849-6010, troy@goldens.com.
- Pursuant to Table A Item 2, The address of 101 National and 2890 S. Goliad Street, Rockwall, Texas 75032 was posted on signage on the surveyed property.
- Pursuant to Table A Item 4, The surveyed property contains a total area of 491,329 Sq. Ft. or 11.2794 Acres, more or less.
- Only observable surface and above ground structures were located. No underground improvements, such as foundation footings, located. All dimensions shown are in feet and decimals thereof.
- The Property has direct vehicular and pedestrian access to Mims Road, National Drive, and State Highway 250, both being a dedicated public street.
- Pursuant to Table A Item 9, The total number of striped parking spaces on the subject property is 75, including 2 designated handicap spaces.
- Pursuant to Table A Items 10, There are no division or party walls with respect to adjoining properties.
- Pursuant to Table A Item 13, Adjoiner information shown hereon was obtained from the county's property appraiser web site.
- The surveyor was not provided with a specified street from the client pursuant to Table A Item 14. The intersection of Mims Road and State Highway 250 is located 0' from the N/E corner of subject property.
- Pursuant to Table A Item 16, There is no observed evidence of current earth moving work, building construction or building additions.
- Pursuant to Table A Item 17, There are no proposed changes in street right of way lines, to the best of my knowledge. There is no observed evidence of recent street or sidewalk construction or repairs.
- Pursuant to Table A Item 18, Plottable easement or servitudes provided to the surveyor are shown hereon.
- At the time of the survey, there was no observed evidence of substantial areas of refuse.
- Ownership of fences, if any, was not determined under the scope of this survey.
- At the time of this survey, there was no observable evidence of site use as a burial ground or cemetery.
- The parcels are contiguous along their common boundary lines with no gaps, gores or strips.
- An assumed bearing of South 46° 13' 48" West as the Southeast line of the subject property per Texas State Plane Grid North Central was used as the basis of bearing for this survey.
- All unit of measurements are US Survey feet (Ground).
- At the time of survey, the surveyor was not made aware of any parcel statements by interested landowners or occupants.
- All Iron Pins are 0.2' below the surface if not noted on the survey.

RECORD DESCRIPTION

TRACT 1:
Lot 1-R, Block 1, of REPLAT TEXAS STAR ADDITION, LOT 1, BLOCK 1, an Addition to the City of Rockwall, Texas, according to the map/plat thereof recorded in Volume F, Page 177, of the Map and/or Plat Records, Rockwall County, Texas.

TRACT 2:
All that certain lot, tract or parcel of land situated in the J.R. Johnson Survey, Abstract No. 128, City of Rockwall, Rockwall County, Texas, and being known as Tracts 1 and 2 as described in a Warranty Deed from Ladd Properties, LTD. to J.D. Jacobs, Jr., dated November 27, 1984 and being recorded in Volume 213, Page 189 of the Real Estate Records of Rockwall County, Texas, and being more particularly described as follows:
BEGINNING at the intersection of the South line of Mims Road and the East line of National Drive, at the Northwest corner of the above cited Tract 1; THENCE N. 89 deg. 37 min. 27 sec. E. a distance of 199.62 feet to a 1/2" iron rod found for corner at the Northwest corner of Lot 1, Block 1 of Texas Star Addition, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet C, Slide 203 of the Plat Records of Rockwall County, Texas;
THENCE S. 01 deg. 23 min. 13 sec. E. (Controlling bearing line) along the West line of said Texas Star Addition, a distance of 215.77 feet to a 1/2" iron rod found for corner;
THENCE S. 19 deg. 31 min. 14 sec. E. along the Southwest line of said-Addition, a distance of 166.48 feet to a 1/2" iron rod found for corner; THENCE S. 48 deg. 14 min. 54 sec. W. a distance of 100.00 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;
THENCE S. 74 deg. 37 min. 07 sec. W. a distance of 182.95 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the East line of National Drive, at the Southwest corner of the above cited Tract 2; THENCE N. 01 deg. 23 min. 13 sec. W. along the East line of National Drive, a distance of 489.13 feet to the POINT OF BEGINNING and containing 2.24 acres of land.

TRACT 3:
Being a lot, tract or parcel of land situated in Rockwall County, Texas, and being a part of the J.R. Johnson Survey, Abstract No. 128, and being a called 5.000 acre tract of land described in a General Warranty Deed from Casa View Baptist Church, Inc. to James Steven Farr, recorded in Volume 757 at Page 142, Rockwall County Deed Records and being more particularly described as follows:
BEGINNING at an iron rod found for corner on the southwest right-of-way line of State Highway No. 205, said corner bears S 41°30'00"E a distance of 335.75 feet from the north line of the Johnson Survey;
THENCE S 41°30'00"E and along the southwest right-of-way line of State Highway No. 205 a distance of 280.01 feet to an iron rod found for corner;
THENCE S 41°17'08"E and along the southwest right-of-way line of State Highway No. 205 a distance of 69.10 feet to an iron rod found for corner;
THENCE S 48°30'29"W and along and near a fence line a distance of 622.23 feet to an iron rod found for corner;
THENCE N 41°30'25"W and along the common line of Lot 4 and Lot 5 of the Rockwall 205 Business Park Addition a distance of 349.43 feet to an iron rod found for corner;
THENCE N 48°32'16"E and along the common line of Lot 3 and Lot 1 of the Rockwall 205 Business Park Addition a distance of 622.53 feet to return to the PLAGE OF BEGINNING and containing 4.9911 acres of land, more or less.

THE ABOVE THREE TRACTS BEING FURTHER DESCRIBED AS:
Being a 11.277 acre tract of land situated in the J.R. Johnson Survey, Abstract No. 128, Rockwall County, Texas and being all of Lot 1-R, Block 1, Texas Star Addition, an Addition to the City of Rockwall, Rockwall County, Texas as recorded in Volume F, Page 177 of the Official Public Records of Rockwall County, Texas and all of called 2.24 acre tract of land described in deed to Alvin M Bodford as recorded in Volume 1845, Page 210 of the Official Public Records of Rockwall County, Texas and all of a called 4.991 acre tract of land described in deed to Alvin M Bodford as recorded in Volume 796, Page 114 of the Official Public Records of Rockwall County, Texas and being more particularly described as follows:
BEGINNING at a 1/2 inch iron rod with cap stamped "RPLS 5034" found at the intersection of southerly right-of-way line of Mims Road (a variable width right-of-way) and the southwesterly right-of-way line of Goliad Street (State Highway 205) (a variable width right-of-way) for the northerly corner of said Lot 1R State Highway;
THENCE South 43°48'34" East southwesterly right-of-way line of Goliad Street along said for a distance of 317.75 feet;
THENCE North 46°11'26" East southwesterly right-of-way line of Goliad Street for a distance of 100.00 feet to a 1/2 inch iron rod with cap stamped "RPLS 5632" set;
THENCE South 43°48'34" East southwesterly right-of-way line of Goliad Street for a distance of 280.62 feet to a 1/2 inch iron rod with cap stamped "RPLS 5632" set;
THENCE South 43°01'07" East southwesterly right-of-way line of Goliad Street for a distance of 69.10 feet to a 1/2 inch iron rod found; THENCE South 46°18'32" West departing said southwesterly right-of-way line of Goliad Street for a distance of 622.23 feet to a 1/2 inch iron rod found;
THENCE North 43°42'22" West for a distance of 349.05 feet to a 1/2 inch iron rod with cap stamped "RPLS 5632" set;
THENCE North 46°14'54" East for a distance of 180.20 feet to a 1/2 inch iron rod found;
THENCE North 43°45'08" West for a distance of 220.00 feet to a 1/2 inch iron rod found;
THENCE South 46°14'54" West for a distance of 100.00 feet to a 1/2 inch iron rod with cap stamped "RPLS 5632" set;
THENCE South 74°40'00" West for a distance of 182.49 feet to a 1/2 inch iron rod found on the easterly right-of-way line of National Drive (a 60 foot right-of-way);
THENCE North 01°23'04" West along said easterly right-of-way line of National Drive for a distance of 484.71 feet to a 1/2 inch iron rod with cap stamped "RPLS 5632" set at the intersection of said easterly right-of-way line of National Drive and the aforesaid southerly right-of-way line of Mims Road;
THENCE North 88°36'47" East along said southerly right-of-way line of Mims Road for a distance of 199.46 feet to a 1/2 inch iron rod with cap stamped "RPLS 5632" set;
THENCE South 01°25'15" East along said for a distance of 10.00 feet a 1/2 inch iron rod with cap stamped "RPLS 5034" found;
THENCE North 88°36'47" East along said for a distance of 304.85 feet to the POINT OF BEGINNING.
Said tract having a computed area of 491,230 square feet or 11.277 Acres.

The lands surveyed, shown and described hereon are the same lands as described in the Title Commitment provided by First American Title Insurance Company, Commitment No. 261655-TX, Dated March 26, 2026.

UTILITY NOTE

Pursuant to Table A Item 11a, The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown compromise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that utilities are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

LEGEND OF SYMBOLS & ABBREVIATIONS

- POWER POLE
LIGHT POLE
GUY ANCHOR
ELECTRIC METER
ELECTRIC BOX
ELEC. TRANSFORMER
ELEC. MANHOLE
ELEC. PEDESTAL
ELEC. PULL BOX
SPOT LIGHT
SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT
STORM SEWER MANHOLE
TELEPHONE MARKER
TELEPHONE RISER
TELEPHONE MANHOLE
TELEPHONE PULL BOX
CABLE TV PEDESTAL
CABLE TV MARKER
CABLE TV PULL BOX
FIBER OPTIC MARKER
IRRIGATION CONTROL VALVE
SPRINKLER HEAD
BOLLARD
FIRE DEPARTMENT CONNECT
PROPANE TANK
WATER LINE
GAS LINE
SANITARY SEWER LINE
TELEPHONE LINE
ELECTRIC LINE
OVERHEAD POWERLINE
BARBED WIRE FENCE
IRON FENCE
S.I.P.-SET IRON PIN
I.P.-IRON PIN
F.I.P.-FOUND IRON PIN
H/C-HANDICAP
B/L/L-BUILDING LIMIT LINE
U/E-UTILITY EASEMENT
NOTE: ALL MONUMENTS SET ARE CAPPED 1/2" IRON PINS OR MAG NAILS WITH WASHERS BOTH BEING STAMPED "JDE RPLS 6004" UNLESS NOTED OTHERWISE
- GAS METER
GAS VALVE
GAS MARKER
OIL PIPELINE MARKER
SIGN
FIRE HYDRANT
WATER MANHOLE
WATER VALVE
WATER METER
DOWN SPOUT
AIR CONDITIONER
TRAFFIC SIGNAL
TRAFFIC SIGNAL BOX
PEDESTRIAN CROSSING SIGNAL
GREASE TRAP
MAIL BOX
FLAG POLE
SECTION CORNER
QUARTER CORNER
SET IRON PIN W/CAP
SET MAG NAIL W/WASHER
FOUND MONUMENT
RIGHT OF WAY MARKER
TREE
BUSH
YARD HYDRANT/SPICKET
BENCHMARK
F.O. F.D. F.B. FIBER OPTIC LINE
PROPERTY LINE
LOT LINE
EASEMENT LINE
SECTION LINE
CHAIN LINK FENCE
WOOD PANEL FENCE
MASONRY FENCE
CGMP-CORRUGATED METAL PIPE
RCP-REINFORCED CONCRETE PIPE
U/E-UTILITY EASEMENT

FLOOD NOTE

Pursuant to Table A Item 3, Said described property in, by graphical plotting only, located within an area having a Zone Designation "X" (Unshaded) by FEMA, on Flood Insurance Rate Map No. 48397C0040L, dated 09/26/2008, and is not in a special flood hazard area. No field surveying was performed to determine this zone.

PROJECT REVISION RECORD

DATE	DESCRIPTION	DATE	DESCRIPTION
05/29/2026	FIRST DRAFT		
FIELD WORK:	DRAFTED: BT	CHECKED BY: TD	FB & PG:

SIGNIFICANT OBSERVATIONS

- A Building fully extends into 10' TXU Electric Easement described in Volume 913, Page 16.

LEGAL

THIS SURVEY WAS PREPARED FOR THE PURPOSE OF THIS REAL ESTATE TRANSACTION ONLY AND NO FURTHER PARTIES OTHER THAN THOSE CERTIFIED ABOVE SHALL RELY ON IT FOR ANY OTHER PURPOSE OR TRANSACTION

ALTA/NSPS LAND TITLE SURVEY

for
Alterra - 2890 S Goliad
NV5 Project No. 202601400-001

101 National and 2890 S. Goliad Street, Rockwall, TX 75032

Based upon Title Commitment No. 261655-TX
of First American Title Insurance Company
Bearing an effective date of March 26, 2026
Surveyor's Certification

To: Land Services USA, LLC; First American Title Insurance Company; and Bock & Clark Corporation, an NV5 Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2026 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6a, 6b, 7a, 7b1, 7c, 8, 9, 10, 13, 14, 16, 17, 18, 19, and 20 of Table A thereof. The field work was completed on 05/28/2026.

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 2, Land Title Survey.

PRELIMINARY

Troy Dee
Registration No. 6904
In the State of Texas
Date of survey: May 29, 2026
Date of last revision: N/A
Network Project No. 202601400-001-CLC

Golden Job No: 261816

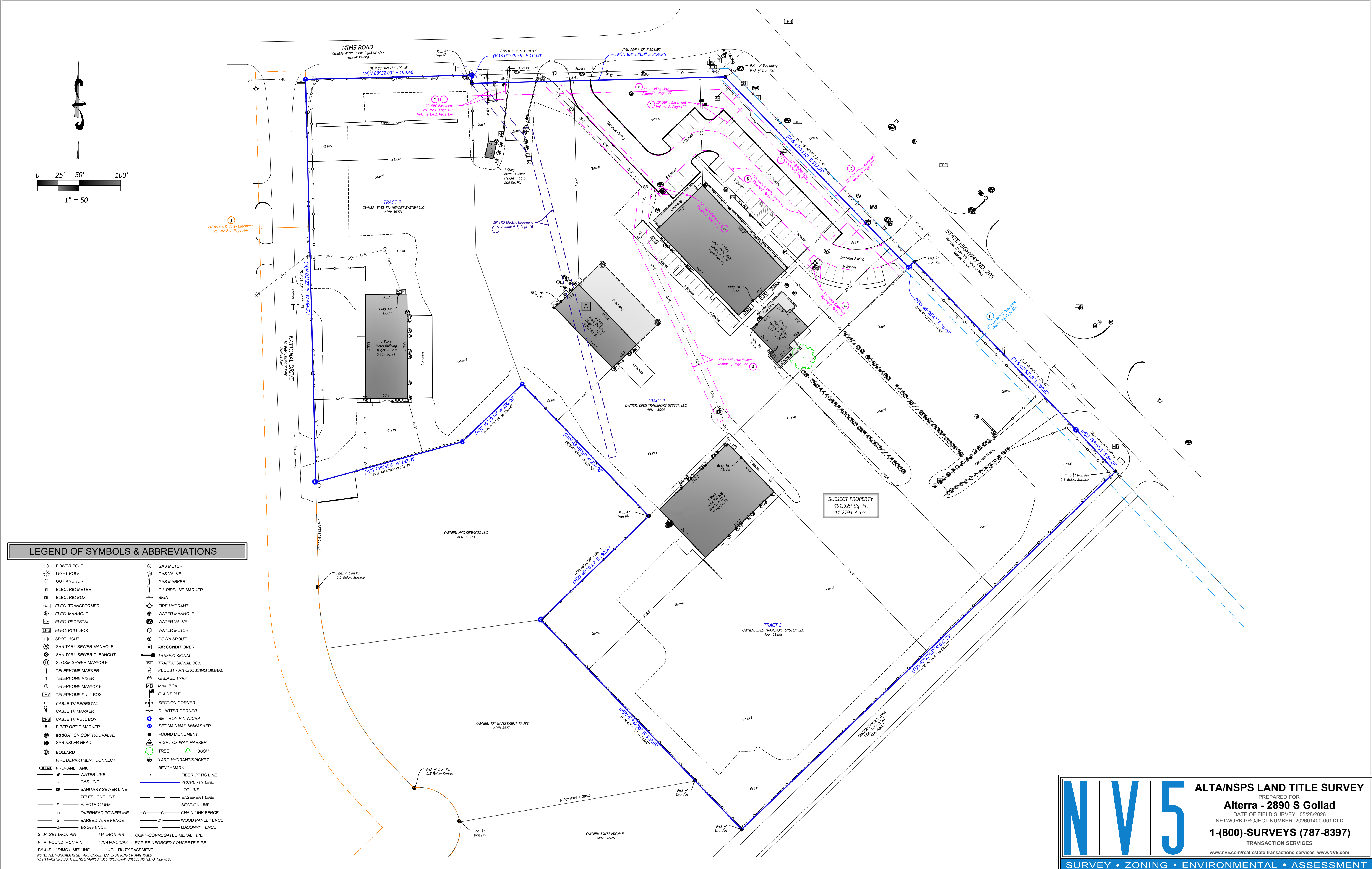
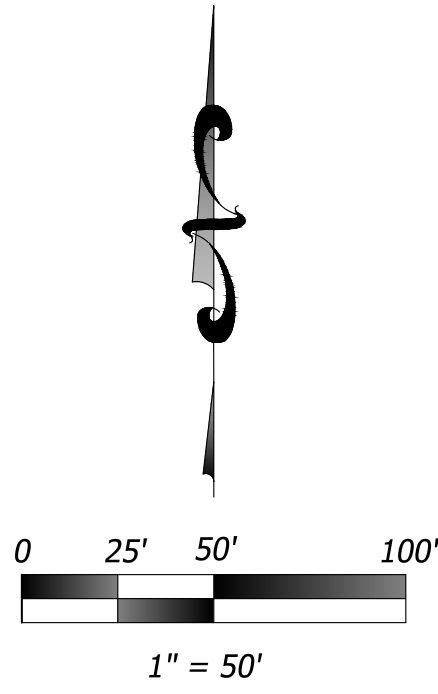
Prepared By
GOLDEN
LAND SURVEYING

NV5
REAL ESTATE TRANSACTION SERVICES
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SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

Bock & Clark Corporation - 4580 Stephen Circle, Suite 300, Canton, Ohio 44718
www.nv5.com/real-estate-transaction-services bockmaywehelpyou@nv5.com

Branch Job No.: 202601400-001



LEGEND OF SYMBOLS & ABBREVIATIONS

	POWER POLE		GAS METER
	LIGHT POLE		GAS VALVE
	GUY ANCHOR		GAS MARKER
	ELECTRIC METER		OIL PIPELINE MARKER
	ELECTRIC BOX		SIGN
	ELEC. TRANSFORMER		FIRE HYDRANT
	ELEC. MANHOLE		WATER MANHOLE
	ELEC. PEDESTAL		WATER VALVE
	ELEC. PULL BOX		WATER METER
	SPOT LIGHT		DOWN SPOUT
	SANITARY SEWER MANHOLE		AIR CONDITIONER
	SANITARY SEWER CLEANOUT		TRAFFIC SIGNAL
	STORM SEWER MANHOLE		TRAFFIC SIGNAL BOX
	TELEPHONE MARKER		PEDESTRIAN CROSSING SIGNAL
	TELEPHONE RISER		GREASE TRAP
	TELEPHONE MANHOLE		MAIL BOX
	TELEPHONE PULL BOX		FLAG POLE
	CABLE TV PEDESTAL		SECTION CORNER
	CABLE TV MARKER		QUARTER CORNER
	CABLE TV PULL BOX		SET IRON PIN W/ CAP
	FIBER OPTIC MARKER		SET MAG NAIL W/ WASHER
	IRRIGATION CONTROL VALVE		FOUND MONUMENT
	SPRINKLER HEAD		RIGHT OF WAY MARKER
	BOLLARD		TREE
	FIRE DEPARTMENT CONNECT		BUSH
	PROPANE TANK		YARD HYDRANT/SPICKET
	WATER LINE		BENCHMARK
	GAS LINE		FIBER OPTIC LINE
	SANITARY SEWER LINE		PROPERTY LINE
	TELEPHONE LINE		LOT LINE
	ELECTRIC LINE		EASEMENT LINE
	OVERHEAD POWERLINE		CHAIN LINK FENCE
	BARBED WIRE FENCE		WOOD PANEL FENCE
	IRON FENCE		MASONRY FENCE
	S.I.P. - SET IRON PIN		I.P. - IRON PIN
	F.I.P. - FOUND IRON PIN		COMP-CORRUGATED METAL PIPE
	B.L.L. - BUILDING LIMIT LINE		R.C.P. - REINFORCED CONCRETE PIPE
	U.E. - UTILITY EASEMENT		

NOTE: ALL MONUMENTS SET ARE CAPED 1/2" IRON PINS OR MAG NAILS
WITH WASHERS BOTH BEING STAMPED "DEE RPLS 6904" UNLESS NOTED OTHERWISE

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR

Alterra - 2890 S Goliad

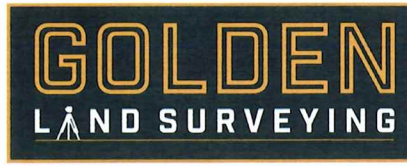
DATE OF FIELD SURVEY: 05/28/2026

NETWORK PROJECT NUMBER: 202601400-001 CLC

1-(800)-SURVEYS (787-8397)

TRANSACTION SERVICES

www.nv5.com/real-estate-transactions-services www.nv5.com



Project No. 261816 Zoning Legal Description

Being a 2.7 acre tract of land described for zoning purposes only. Said 2.7 acre Zoning Tract being situated in the J.R. Johnson Survey, Abstract No 128 and being all within a called 4.9911 acre tract of land described in Document No. 20200000002928 Official Public Records Rockwall County Texas and being described by metes and bounds as follows:

BEGINNING at the East corner of said 4.9911 acre tract of land, being on the South line of State Highway 205 (variable width public right of way) and being at the Northernmost corner of a called 23.28 acres described in Document No. 20260000009493 Official Public Records Rockwall County Texas.

Thence South 46 degrees 13 minutes 48 seconds West with the common line of said 4.9911 acre tract and said 23.28 acre tract, a distance of 426.93 feet to a point.

Thence over and across said 4.9911 acre tract, being contiguous with the boundary of Zone HC as shown on the City of Rockwall's GIS website (date retrieved 07/16/2026), the following three (3) courses and distances:

- 1) North 43 degrees 51 minutes 08 seconds West, a distance of 75.00 feet to a point
- 2) North 46 degrees 13 minutes 48 seconds East, a distance of 114.20 feet to a point.
- 3) North 43 degrees 51 minutes 08 seconds West, a distance of 274.37 feet to a point on the West line of said 4.9911 acre tract, being on the East line of Lot 1-R, Block 1, of the Replat of Texas Star Addition, Lot 1, Block 1, a subdivision of record in Volume F, Page 177 Map Records Rockwall County Texas.

Thence North 46 degrees 10 minutes 04 seconds East with the West line of said 4.9911 acres, the East line of said Lot 1-R and the East line of said Zone HC, a distance of 313.47 feet to a point at the North corner of said 4.9911 acre tract, being on the South line of State Highway 205.

Thence South 43 degrees 53 minutes 18 Seconds East, with the North line of said 4.9911 acre tract and the South line of said State Highway 205, a distance of 280.62 feet to a point

Thence South 43 degrees 05 minutes 51 seconds East staying with the North line of said 4.9911 acre tract and the South line of State Highway 205, a distance of 69.10 feet to the POINT OF BEGINNING for this Zoning Description (not to be used for Fee Title Transfers or relied upon for boundary purposes) and containing 2.7 acres of land, more or less.

LEGEND: Land Use <i>NOT</i> Permitted P Land Use Permitted <i>By-Right</i> P Land Use Permitted with Conditions S Land Use Permitted Specific Use Permit (SUP) X Land Use Prohibited by Overlay District A Land Use Permitted as an Accessory Use		PERMITTED LAND USES IN A HEAVY COMMERCIAL (HC) DISTRICT	
LAND USE SCHEDULE	LAND USE DEFINITION REFERENCE [Reference Article 13, Definitions]	CONDITIONAL USE REFERENCE Reference Article 04, Permissible Uses	HEAVY COMMERCIAL (HC) DISTRICT
AGRICULTURAL AND ANIMAL RELATED LAND USES	2.02(A)	2.03(A)	
Agricultural Uses on Unplatted Land	(1)		P
Animal Boarding/Kennel without Outside Pens	(2)	(2)	P
Animal Clinic for Small Animals without Outdoor Pens	(3)	(3)	P
Animal Hospital or Clinic	(4)		P
Community Garden	(11)	(7)	S
Urban Farm	(12)	(8)	S
RESIDENTIAL AND LODGING LAND USES	2.02(B)	2.03(B)	
Caretakers Quarters/Domestic or Security Unit	(3)		P
Commercial Parking Garage	(6)		A
Private Sports Court with Standalone or Dedicated Lighting	(22)	(18)	P
INSTITUTIONAL AND COMMUNITY SERVICE LAND USES	2.02(C)	2.03(C)	
Blood Plasma Donor Center	(2)		P
Cemetery/Mausoleum	(3)		P
Church/House of Worship	(4)	(2)	P
College, University, or Seminary	(5)		P
Convalescent Care Facility/Nursing Home	(6)		P
Daycare with Seven (7) or More Children	(9)	(4)	P
Emergency Ground Ambulance Services	(10)		P
Government Facility	(12)		P
Hospice	(14)		P
Hospital	(15)		P
Public Library, Art Gallery or Museum	(16)		P
Mortuary or Funeral Chapel	(17)		P
Local Post Office	(18)		P
Regional Post Office	(19)		P
Prison/Custodial Institution	(20)		P
Public or Private Primary School	(21)	(7)	P
Public or Private Secondary School	(22)	(8)	P
Temporary Education Building for a Public or Private School	(23)	(9)	S
Trade School	(24)		P
Rescue Mission or Shelter for the Homeless	(25)		S
Social Service Provider (Except Rescue Mission or Homeless Shelter)	(26)		P
OFFICE AND PROFESSIONAL LAND USES	2.02(D)	2.03(D)	
Financial Institution with Drive-Through	(1)	(1)	P
Financial Institution without Drive-Through	(1)		P
Office or Medical Office Building less than 5,000 SF	(2) & (3)		P
Office or Medical Office Building 5,000 SF or Greater	(2) & (3)		P
RECREATION, ENTERTAINMENT AND AMUSEMENT LAND USES	2.02(E)	2.03(E)	
Temporary Carnival, Circus, or Amusement Ride	(1)	(1)	P

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LAND USE SCHEDULE	LAND USE DEFINITION REFERENCE [Reference Article 13, Definitions]	CONDITIONAL USE REFERENCE Reference Article 04, Permissible Uses	HEAVY COMMERCIAL (HC) DISTRICT
Indoor Commercial Amusement/Recreation	(2)	(2)	P
Outdoor Commercial Amusement/Recreation	(3)	(3)	P
Public or Private Community or Recreation Club as an Accessory Use	(4)		P
Private Country Club	(5)		P
Golf Driving Range	(6)		P
Temporary Fundraising Events by Non-Profit	(7)	(4)	P
Indoor Gun Club with Skeet or Target Range	(8)	(5)	P
Outdoor Gun Club with Skeet or Target Range	(8)		P
Health Club or Gym	(9)		P
Private Club, Lodge or Fraternal Organization	(10)	(6)	P
Private Sports Arena, Stadium, and/or Track	(11)		P
Public Park or Playground	(12)		P
Tennis Courts (<i>i.e. Not Accessory to a Public or Private Country Club</i>)	(14)		P
Theater	(15)		P
RETAIL AND PERSONAL SERVICES LAND USES	2.02(F)	2.03(F)	
Alcoholic Beverage Package Sales	(1)	(1)	P
Alcoholic Beverage Store	(2)	(2)	P
Antique/Collectible Store	(3)		P
Astrologer, Hypnotist, or Psychic	(4)		P
Banquet Facility/Event Hall	(5)		P
Portable Beverage Service Facility	(6)	(3)	S
Brew Pub	(7)		P
Business School	(8)		P
Catering Service	(9)		P
Temporary Christmas Tree Sales Lot and/or Similar Uses	(10)	(4)	P
Copy Center	(11)		P
Incidental Display	(13)	(6)	P
Food Trucks/Trailers	(14)	(7)	P
Garden Supply/Plant Nursery	(15)		P
General Personal Service	(16)	(8)	P
General Retail Store	(17)		P
Hair Salon and/or Manicurist	(18)		P
Laundromat with Dropoff/Pickup Services	(19)		P
Self Service Laundromat	(20)		P
Massage Therapist	(21)		P
Night Club, Discotheque, or Dance Hall	(23)		P
Pawn Shop	(24)		S
Permanent Cosmetics	(25)	(9)	A
Pet Shop	(26)		P
Temporary Real Estate Sales Office	(27)		P

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LAND USE SCHEDULE	LAND USE DEFINITION REFERENCE [Reference Article 13, Definitions]	CONDITIONAL USE REFERENCE Reference Article 04, Permissible Uses	HEAVY COMMERCIAL (HC) DISTRICT
Rental Store without Outside Storage and/or Display	(28)	(10)	P
Restaurant with less than 2,000 SF with Drive-Through or Drive-In	(29)	(11)	S
Restaurant with less than 2,000 SF without Drive-Through or Drive-In	(30)		P
Restaurant with 2,000 SF or more with Drive-Through or Drive-In	(29)	(12)	P
Restaurant with 2,000 SF or more without Drive-Through or Drive-In	(30)		P
Retail Store with Gasoline Sales that has Two (2) or less Dispensers (<i>i.e. a Maximum of Four [4] Vehicles</i>)	(31)	(13)	P
Retail Store with Gasoline Sales that has more than Two (2) Dispensers	(32)	(13)	P
Secondhand Dealer	(33)		P
Art, Photography, or Music Studio	(33)		P
Tailor, Clothing, and/or Apparel Shop	(34)		P
Tattoo and/or Body Piercing	(35)		P
Taxidermist Shop	(36)		P
COMMERCIAL AND BUSINESS SERVICES LAND USES	2.02(G)	2.03(G)	
Bail Bond Service	(1)		P
Building and Landscape Material with Limited Outside Storage	(2)	(2)	P
Building Maintenance, Service, and Sales without Outside Storage	(3)		P
Commercial Cleaners	(4)		S
Custom and Craft Work	(5)		P
Electrical, Watch, Clock, Jewelry and/or Similar Repair	(6)		P
Feed Store or Ranch Supply	(7)		P
Furniture Upholstery/Refinishing and Resale	(8)	(4)	P
Gunsmith Repair and Sales	(9)		P
Heavy Machinery and Equipment Rental, Sales and Service	(10)	(5)	P
Locksmith	(11)		P
Machine Shop	(12)		P
Medical or Scientific Research Lab	(13)		P
Manufactured Home Sales	(14)		S
Research and Technology or Light Assembly	(15)		P
Shoe and Boot Repair and Sales	(16)		P
Temporary On-Site Construction Office	(18)	(6)	P
AUTO AND MARINE RELATED LAND USES	2.02(H)	2.03(H)	
Major Auto Repair Garage	(1)	(1)	P
Minor Auto repair garage	(2)	(2)	P
Automobile Rental	(3)		P
New or Used Boat and Trailer Dealership	(4)	(3)	P
Full Service Car Wash and Auto Detail	(5)	(4)	P
Self Service Car Wash	(5)	(4)	P
New and/or Used Indoor Motor Vehicle Dealership/Showroom	(6)	(5)	S
New Motor Vehicle Dealership-for Cars and Light Trucks	(7)	(6)	P

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LAND USE SCHEDULE	LAND USE DEFINITION REFERENCE [Reference Article 13, Definitions]	CONDITIONAL USE REFERENCE Reference Article 04, Permissible Uses	HEAVY COMMERCIAL (HC) DISTRICT
Used Motor Vehicle Dealership for Cars and Light Trucks}	(7)	(7)	A
Commercial Parking	(8)		P
Non-Commercial Parking Lot	(9)		P
Recreational Vehicle (RV) Sales and Service	(10)		P
Service Station	(11)	(8)	P
Towing and Impound Yard	(12)	(9)	S
Towing Service without Storage	(13)	(10)	P
Truck Rental	(14)		P
Truck Stop with Gasoline Sales and Accessory Services	(15)	(11)	S
INDUSTRIAL AND MANUFACTURING LAND USES	2.02(I)	2.03(I)	
Temporary Asphalt or Concrete Batch Plant	(2)	(2)	P
Carpet and Rug Cleaning	(5)		S
Environmentally Hazardous Materials	(6)	(4)	S
Food Processing with No Animal Slaughtering	(7)		S
Light Assembly and Fabrication	(8)		P
Heavy Manufacturing	(9)		S
Light Manufacturing	(10)		P
Mining and Extraction of Sand, Gravel, Oil and/or Other Materials	(12)	(5)	S
Printing and Publishing	(13)		P
Salvage or Reclamation of Products Indoors	(14)		S
Sheet Metal Shop	(16)		P
Welding Repair	(18)		P
WHOLESALE, DISTRIBUTION AND STORAGE LAND USES	2.02(J)	2.03(J)	
Cold Storage Plant	(1)		P
Heavy Construction/Trade Yard	(2)		S
Mini-Warehouse	(4)	(1)	P
Outside Storage and/or Outside Display	(5)	(2)	P
Recycling Collection Center	(6)		S
Warehouse/Distribution Center	(7)		P
Wholesale Showroom Facility	(8)		P
UTILITIES, COMMUNICATIONS AND TRANSPORTATION LAND USES	2.02(K)	2.03(K)	
Airport, Heliport or Landing Field	(1)		S
Antenna for an Amateur Radio	(3)	(2)	A
Antenna Dish	(4)	(3)	A
Freestanding Commercial Antenna (<i>i.e. Monopole or a Similar Structure</i>)	(5)	(4)	P
Mounted or Attached Commercial Antenna	(6)	(5)	P
Bus Charter Service and Service Facility	(7)		P
Commercial Drone Delivery Hub	(8)	(6)	S
Helipad	(9)		S
Utilities (<i>Non-Municipally Owned or Controlled</i>), Including Sanitary Landfill, Water Treatment, and Supply, and Wastewater Treatment	(10)		S

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LAND USE SCHEDULE		LAND USE DEFINITION REFERENCE [Reference Article 13, Definitions]	CONDITIONAL USE REFERENCE Reference Article 04, Permissible Uses]	HEAVY COMMERCIAL (HC) DISTRICT
Municipally Owned or Controlled Facilities, Utilities and Uses (<i>Includes Utilities with a Franchise Utility Agreement with the City of Rockwall</i>)		(11)		P
Private Streets		(12)		S
Radio Broadcasting		(13)		P
Railroad Yard or Shop		(14)		S
Recording Studio		(15)		P
Satellite Dish		(16)		A
Solar Energy Collector Panels and Systems		(17)	(7)	A
Transit Passenger Facility		(18)		S
Trucking Company		(19)		P
TV Broadcasting and Other Communication Service		(20)		P
Utilities Holding a Franchise from the City of Rockwall		(21)		P
Utility Installation Other than Listed		(22)		S
Utility/Transmission Lines		(23)		S

18 SOUTHWEST RESIDENTIAL DISTRICT

DISTRICT DESCRIPTION

The *Southwest Residential District* contains a mixture of land uses that include existing medium and low density residential, heavy commercial/retail land uses (i.e. *National Drive, Sids Road, and Mims Road*) and commercial land uses. In the future, this district is expected to continue to function as it does today with additional low-density master planned communities filling in the vacant land remaining in the central and southern areas of the district. In addition, the areas that are in transition are expected to continue to improve adding additional value to the City.

DISTRICT STRATEGIES

The strategies for the *Southwest Residential District* are as follows:

- 1 Suburban Residential.** This district has several large tracts of land that can support highly amenitized master planned communities. Areas adjacent to the Oaks of Buffalo Way Subdivision should utilize larger lots adjacent to the subdivision to transition to a smaller lot sizes; however, these areas should incorporate a mix of larger to mid-sized lots.

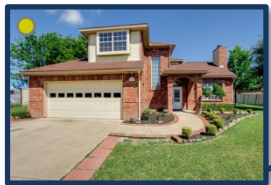
- 2 Commercial/Industrial Land Uses.** The areas around Sids Road, National Drive, and Mims Road are some of the only areas in the City that are designated for *Commercial/Industrial* land uses. As a result, these areas should be protected from the encroachment of incompatible land uses (i.e. *residential land uses -- higher density or otherwise*). This should protect the businesses that currently exist in these areas.

- 3 Transitional Areas.** The areas designated as *Transitional Areas* are currently transitioning from interim land uses and building types to more permanent structures with conforming land uses. These areas should be given special consideration with regard to requests that further the establishment of uses and structures that will improve the property values of the adjacent properties; however, the City should look to continue to discourage uses and structures that are situated within established floodplains.

- 4 Intersection of SH-276 and S. Goliad Street (Sids Road and S. Goliad Street).** The intersection at Sids Road and S. Goliad Street [SH-205] -- also identified as the future intersection of SH-276 and S. Goliad Street -- is anticipated to be a major commercial intersection due to the high traffic volumes carried by both SH-276 and S. Goliad Street [SH-205]. This intersection will most likely have commercial at all four (4) corners and will create a major node along both highways.



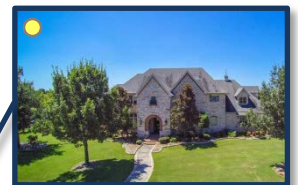
1 Current Suburban Residential



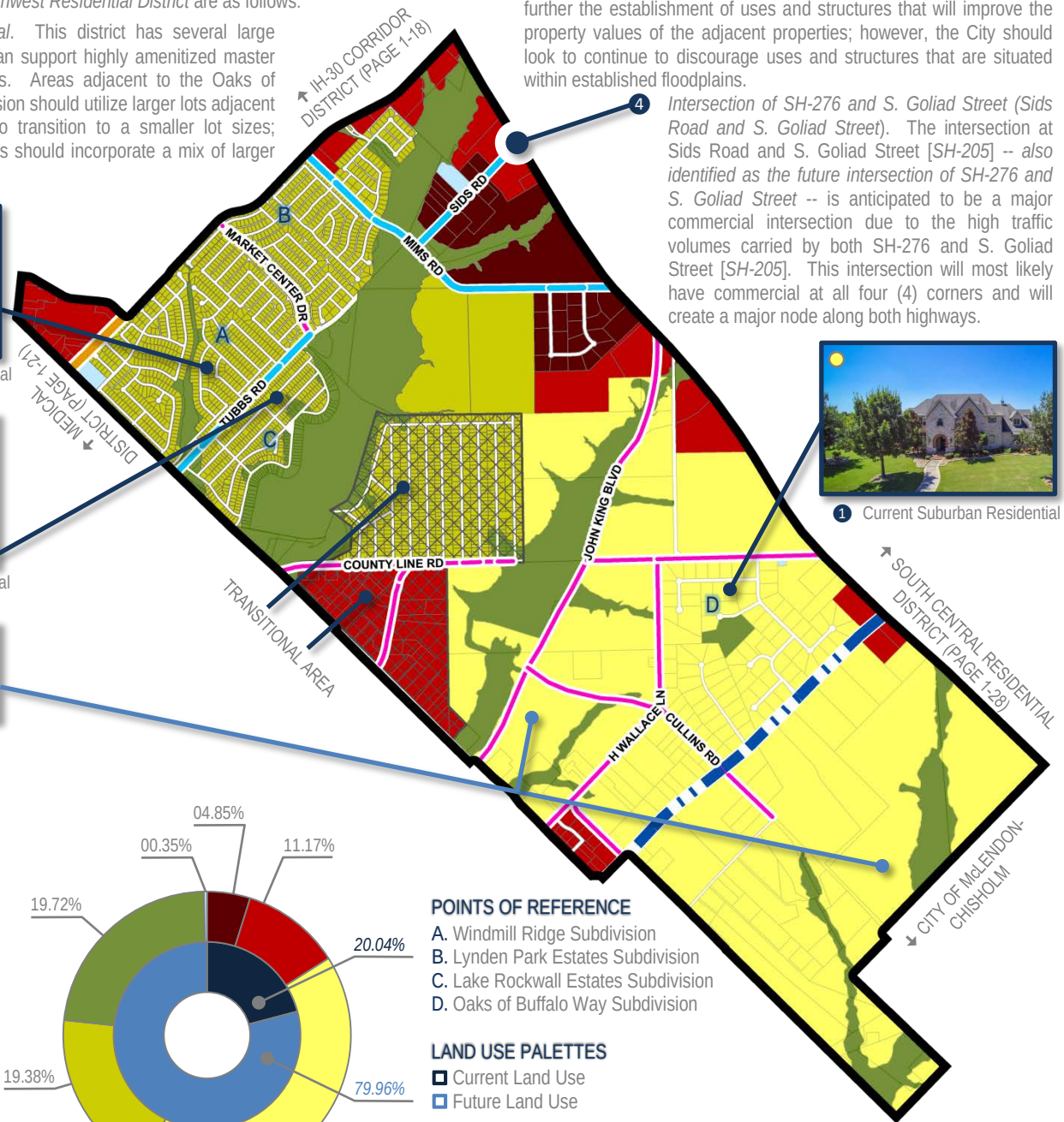
1 Current Suburban Residential



1 Future Suburban Residential



1 Current Suburban Residential



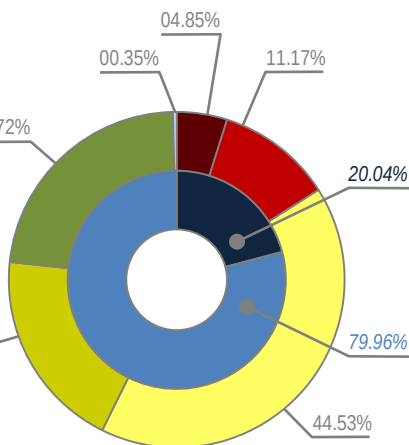
POINTS OF REFERENCE

- A. Windmill Ridge Subdivision
- B. Lynden Park Estates Subdivision
- C. Lake Rockwall Estates Subdivision
- D. Oaks of Buffalo Way Subdivision

LAND USE PALETTES

- Current Land Use
- Future Land Use

COMMERCIAL/INDUSTRIAL (CI)	120.50-ACRES
COMMERCIAL/RETAIL (CR)	277.44-ACRES
LOW DENSITY RESIDENTIAL (LDR)	1,106.20-ACRES
MEDIUM DENSITY RESIDENTIAL (MDR)	481.39-ACRES
PARKS AND OPEN SPACE (OS)	489.99-ACRES
QUASI-PUBLIC (QP)	8.67-ACRES



COMMERCIAL	20.04%
RESIDENTIAL	79.96%
MIXED USE	0.00%

MINOR COLLECTOR
M4D
M4U
TXDOT 4D

BUILD OUT	4,251
% OF ROCKWALL	10.95%
% OF ROCKWALL	10.34%
% OF ROCKWALL	12.49%
CURRENT	2,190
CURRENT	188
CURRENT	7,437

● COMMERCIAL/RETAIL (CR)

The *Commercial/Retail* land use category is characterized by single to multi-tenant commercial retail centers along major arterials at key intersections. These areas are typically considered to be convenience shopping centers and service adjacent residential subdivisions. Zoning in conformance with the Commercial/Retail land uses category can be incorporated into a Planned Development (PD) District as part of a larger mix-use master planned community, and may vary in size depending on the adjacent service area. In certain cases where commercial land uses are eminent, it may be appropriate to incorporate zoning in conformance to the Commercial land use category on all four (4) corners of an intersection; however, this is not necessary in all cases. These areas should be designed with the pedestrian in mind, and provide connections between the commercial land use and the adjacent residential subdivision.

DESIGNATION CHARACTERISTICS

- ① Primary Land Uses: Commercial Retail Buildings, Restaurants/Brew Pubs, Multi-Tenant Commercial Centers, Neighborhood Centers and Convenience Centers
- ② Secondary Land Uses: Office/Financial Institutions, Parks, Open Space, and Institutional/Civic Land Uses
- ③ Zoning Districts: Neighborhood Services (NS) District, General Retail (GR) District, Commercial (C) District and certain mixed-use Planned Development (PD) Districts

EXISTING LAND USE EXAMPLES

- ① Shops at Stone Creek
- ② Corner of the Intersection of N. Lakeshore Drive and N. Goliad Street [SH-205]
- ③ Walmart Neighborhood Market Shopping Center



● COMMERCIAL/INDUSTRIAL (CI)

The *Commercial/Industrial* land use category typically is characterized by smaller business and industrial land uses that are focused around assembly, manufacturing and fabrication. This designation may also accommodate land uses that require outside storage. These areas are also appropriate for small business and business incubator arrangements. Land uses under this designation should be heavily screened by landscaping and should be separated from other land uses using large buffers and roadways. These areas are not appropriate adjacent to residential land use designations and should be separated from these areas using transitional land uses.

DESIGNATION CHARACTERISTICS

- ① Primary Land Uses: Small Scale Manufacturing, Assembly, and Fabrication Businesses, Business Incubators, Contractors Shops, and Heavy Equipment/Truck Rental Businesses
- ② Secondary Land Uses: Warehouse and Outside Storage
- ③ Zoning Districts: Heavy Commercial (HC) District and Heavy Industrial (HI) District

EXISTING LAND USE EXAMPLES

- ① Areas Adjacent to National Drive
- ② Areas Adjacent to Sids Road

● BUSINESS CENTERS (BC)

The Business Center land use designation is intended to provide areas with a variety of employment options. While focusing on employment land uses, these areas may also incorporate limited supporting land uses (e.g. restaurants and commercial-retail) that complement the primary land uses. These areas should be designed with public amenities and greenspaces, increased landscaping, and unique design features that will help create a sense of place.

DESIGNATION CHARACTERISTICS

- ① Primary Land Uses: Professional Offices, Corporate Offices, General Offices, Institutional Land Uses, Research and Design/Development Businesses, and Technology/Data Centers.
- ② Secondary Land Uses: Supporting Restaurants and Commercial-Retail Land Uses, Hotels, Parks, Open Space and Civic Uses
- ③ Zoning Districts: Commercial (C) District, Light Industrial (LI) District, and Planned Development (PD) Districts

EXISTING LAND USE EXAMPLES

- ① Trend Tower

CITY OF ROCKWALL

ORDINANCE NO. 26-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A CHANGE IN ZONING FROM A HEAVY COMMERCIAL (HC) DISTRICT AND COMMERCIAL (C) DISTRICT TO A HEAVY COMMERCIAL (HC) DISTRICT FOR A FIVE (5) ACRE TRACT OF LAND IDENTIFIED AS TRACT 2-01 OF THE J. R. JOHNSON SURVEY, ABSTRACT NO. 128, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' AND EXHIBIT 'B' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Jim Freeman and Jenna Lee of Alterra IOS Acquisitions, LLC on behalf of Tommy Truluck of EPES Transport Systems, LLC for the approval of a Zoning Change from Heavy Commercial (HC) and Commercial (C) Districts to a Heavy Commercial (HC) District for a five (5) acre tract of land identified as Tract 2-01 of the J .R. Johnson Survey, Abstract No. 128, City of Rockwall, Rockwall County, Texas, zoned Heavy Commercial (HC) and Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, addressed as 2890 S. Goliad Street [SH-205], and more fully described and depicted in *Exhibit 'A'* and *Exhibit 'B'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

SECTION 1. That the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall, Texas, as heretofore amended, be and the same are hereby amended by amending the zoning map of the City of Rockwall so as to change the zoning of the *Subject Property* from a Heavy Commercial (HC) District and Commercial (C) District to a Heavy Commercial (HC) District;

SECTION 2. That the *Subject Property* shall be used only in the manner and for the purposes provided for a *Heavy Commercial (HC) District* as stipulated in Subsection 01.01, *Use of Land and Buildings*, of Article 04, *Permissible Uses*; and, Subsection 04.01, *General Commercial District Standards*, Subsection 04.06, *Heavy Commercial (HC) District*, of Article 05, *District Development Standards*, and Subsection 06.02, *General Overlay District Overlay*, of Article 05,

District Development Standards, of the Unified Development Code [Ordinance No. 20-02] of the City of Rockwall as heretofore amended, as amended herein by granting of this zoning change, and as maybe amended in the future;

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

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 8TH DAY OF SEPTEMBER, 2026.

Tim McCallum, *Mayor*

ATTEST:

Kristy Teague, *City Secretary*

APPROVED AS TO FORM:

Frank J. Garza, *City Attorney*

1st Reading: August 17, 2026

2nd Reading: September 8, 2026

Exhibit 'A'
Legal Description

BEING a 2.7-acre tract of land described for zoning purposes only. Said 2.7-acre Zoning Tract being situated in the J.R. Johnson Survey, Abstract No 128 and being all within a called 4.9911-acre tract of land described in Document No. 2020000002928 Official Public Records Rockwall County Texas and being described by metes and bounds as follows:

BEGINNING at the East corner of said 4.9911-acre tract of land, being on the South line of State Highway 205 (variable width public right of way) and being at the Northernmost corner of a called 23.28-acres described in Document No. 20260000009493 Official Public Records Rockwall County Texas. Thence South 46 degrees 13 minutes 48 seconds West with the common line of said 4.9911-acre tract and said 23.28-acre tract, a distance of 426.93 feet to a point.

THENCE over and across said 4.9911-acre tract, being contiguous with the boundary of Zone HC as shown on the City of Rockwall's GIS website (date retrieved 07/16/2026), the following three (3) courses and distances:

- 1) North 43 degrees 51 minutes 08 seconds West, a distance of 75.00 feet to a point
- 2) North 46 degrees 13 minutes 48 seconds East, a distance of 114.20 feet to a point.
- 3) North 43 degrees 51 minutes 08 seconds West, a distance of 274.37 feet to a point on the West line of said 4.9911-acre tract, being on the East line of Lot 1-R, Block 1, of the Replat of Texas Star Addition, Lot 1, Block 1, a subdivision of record in Volume F, Page 177 Map Records Rockwall County Texas.

THENCE North 46 degrees 10 minutes 04 seconds East with the West line of said 4.9911-acres, the East line of said Lot 1-R and the East line of said Zone HC, a distance of 313.47 feet to a point at the North corner of said 4.9911-acre tract, being on the South line of State Highway 205.

THENCE South 43 degrees 53 minutes 18 Seconds East, with the North line of said 4.9911-acre tract and the South line of said State Highway 205, a distance of 280.62 feet to a point

THENCE South 43 degrees 05 minutes 51 seconds East staying with the North line of said 4.9911-acre tract and the South line of State Highway 205, a distance of 69.10 feet to the POINT OF BEGINNING for this Zoning Description (not to be used for Fee Title Transfers or relied upon for boundary purposes) and containing 2.7-acres of land, more or less.

LEGEND OF SYMBOLS & ABBREVIATIONS

- 1. TRAIL MARK
- 2. SURVEY LINE
- 3. EASEMENT
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- 100. EASEMENT

ALTANSPS LAND TITLE SURVEY
 Altansps - 2580 S. Gold
 1-4000 SURVEYS (787-4537)
 SURVEY - ZONING - ENVIRONMENTAL - ASSESSMENT
 SHEET 2 OF 2



CITY OF ROCKWALL

CITY COUNCIL MEMORANDUM

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

DATE: August 17, 2026

APPLICANT: James Roland

CASE NUMBER: Z2026-043; *Specific Use Permit (SUP) for Residential Infill Within an Established Subdivision at 1204 Marilyn Jayne Lane*

On August 11, 2026, the Planning and Zoning Commission held a public hearing on Case No. Z2026-043 and approved a motion to continue the public hearing to the August 25, 2026 Planning and Zoning Commission meeting by a vote of 6-0, with Commissioner Williams absent. The purpose of this action was due to the applicant's failure to attend the scheduled meeting. According to Subsection 02.03, *Procedures for Zoning Applications*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC), "(i)f an applicant is not present at a meeting where a public hearing is scheduled, the Planning and Zoning Commission or City Council may table/postpone or deny the request." Given this, the City Council will need to announce the new public hearing date of September 8, 2026. No further action or motions are required. Should the City Council have any questions, staff will be available at the August 17, 2026 City Council Meeting.



CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

DATE: August 17, 2026

APPLICANT: Raul Suarez

CASE NUMBER: Z2026-044; *Specific Use Permit (SUP) for a Residential Infill in an Established Subdivision for 1025 Sam Buffington Street*

SUMMARY

Hold a public hearing to discuss and consider a request by Raul Suarez on behalf of Violet Harrington of RERV, LLC for the approval of a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.30-acre parcel of land identified as Lot 27 of the Canup Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, situated within the SH-205 Overlay (SH-205 OV) District and the Southside Residential Neighborhood Overlay (SRO) District, generally located at the southeast corner of the intersection of Dickey Street and Sam Buffington Street, and take any action necessary.

BACKGROUND

According to *Ordinance No. 59-02*, the subject property was annexed on June 20, 1959. The subject property was originally platted as Lot 27 of the Canup Subdivision on December 6, 1944. According to the City's historic zoning maps, the subject property was zoned Commercial (C) District as of January 3, 1972. Between January 3, 1972 and May 16, 1983, the subject property was rezoned from a Commercial (C) District to a Single-Family 7 (SF-7) District. The subject property is currently vacant.

PURPOSE

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

ADJACENT LAND USES AND ACCESS

The subject property is addressed as 1025 Sam Buffington Street. The land uses adjacent to the subject property are as follows:

North: Directly north of the subject property is Dickey Street, which is classified as a R2 (*i.e. residential, two [2] lane, undivided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this are three (3) parcels of land (*i.e. 1009 & 1005 Sam Buffington & 362 Emma Jane Street*) developed with single-family homes and one (1) vacant lot [*i.e. 1007 Sam Buffington Street*]. All of these lots are zoned Single-Family 7 (SF-7) District. North of this is Emma Jane Street, which is classified as a R2 (*i.e. residential, two [2] lane, undivided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan.

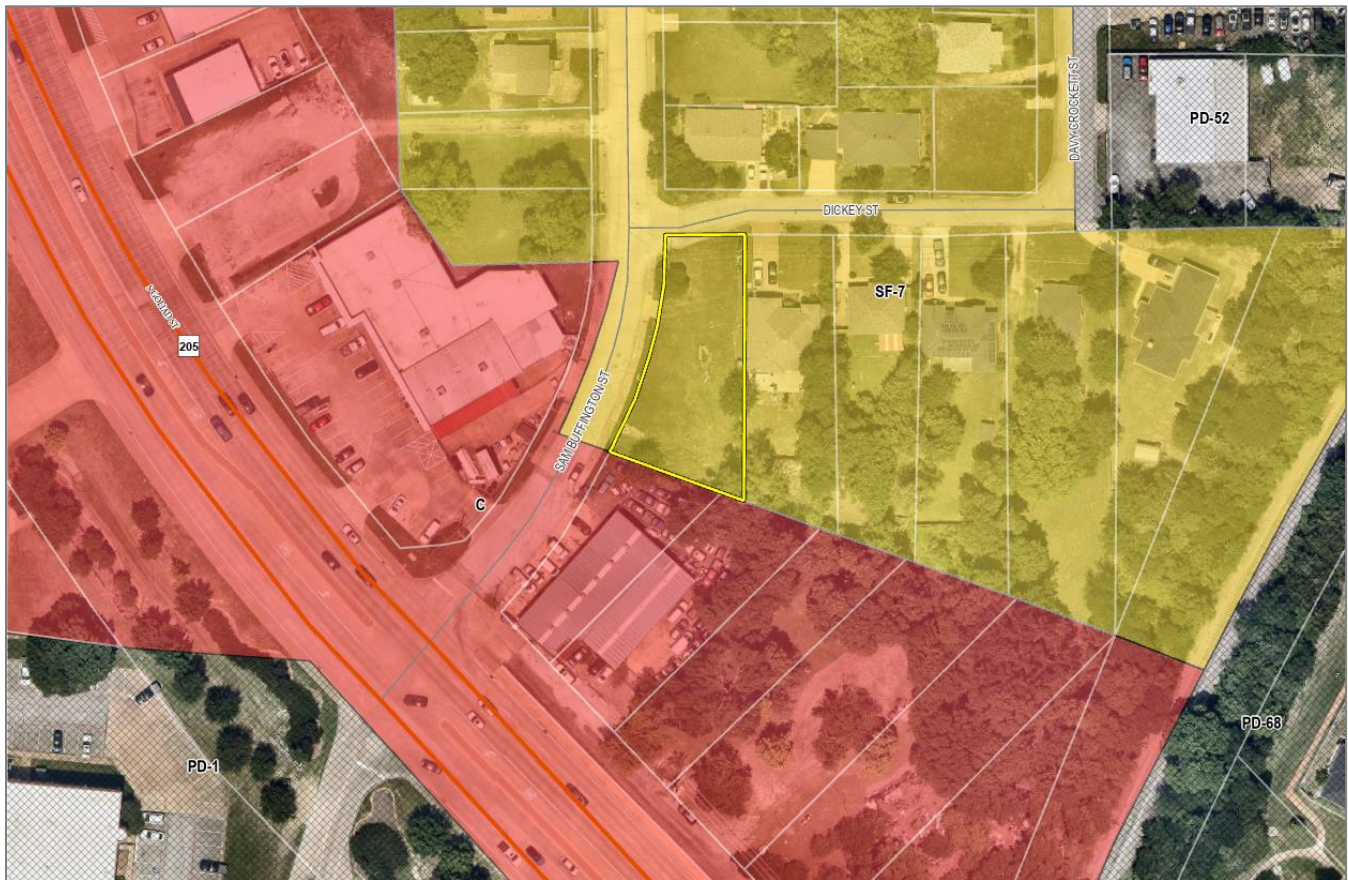
South: Directly south of the subject property is one (1) parcel of land [*i.e. 1101 S. Goliad Street*] developed with a service repair garage [*i.e. Lonestar Transmissions*]. Beyond this is S. Goliad Street, which is classified as a P6D (*i.e. principal arterial, six [6] lane, divided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. South of this is the Eastridge Center Subdivision, which consists of four (4) lots and has been in existence since June 27, 1977.

East: Directly east of the subject property are five (5) parcels of land [i.e. 504, 506, 508, 510, & 512 Dickey Street] developed with single-family homes. All of these lots make up part of the Canup Subdivision and are zoned Single-Family 7 (SF-7) District. East of this is a variable width right-of-way owned by the Missouri, Kansas & Texas Railroad. Beyond this are 47 single-family residential homes that make up The Standard Rockwall Subdivision, which was established on November 28, 2018.

West: Directly west of the subject property is Sam Buffington Street, which is classified as a R2 (i.e. residential, two [2] lane, undivided roadway) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a 0.8427-acre parcel of land [i.e. 1013 S. Goliad Street] developed with a retail store [i.e. Ace Hardware]. West of this is a one (1) vacant parcel of land [i.e. 1011 S. Goliad Street]. All of these properties zoned Commercial (C) District and are situated within the SH-205 Overlay (SH-205 OV) District.

MAP 1: LOCATION MAP

YELLOW: SUBJECT PROPERTY



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

Article 13, *Definitions*, of the Unified Development Code (UDC) defines *Residential Infill in or Adjacent to an Established Subdivision* as “(t)he new development of a single-family home or duplex on an existing vacant or undeveloped parcel of land or the redevelopment of a developed parcel of land for a new single-family home or duplex within an established subdivision that is mostly or entirely built-out.” An *established subdivision* is further defined in Subsection 02.03(B) (11) of Article 04, *Permissible Uses*, of the UDC as “...a subdivision that consists of five (5) or more lots, that is 90% developed, and that has been in existence for more than ten (10) years.” In this case, the subject property is located within the Canup's Subdivision, which has been in existence since December 1, 1944, consists of 51 residential lots, and is more than 90% developed. The *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the UDC, requires a Specific Use Permit (SUP) for *Residential Infill in or Adjacent to an Established Subdivision* in all single-family zoning districts, the Two-Family (2F) District, the Downtown (DT) District, and the Residential-Office (RO) District. This property, being within an established subdivision, requires a Specific Use Permit (SUP).

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

Housing Design and Characteristics	Existing Housing on Dickey Street in a Close Proximity to the Subject Property	Proposed Housing
Building Height	One (1) Story	Two (2) Story
Building Orientation	All of the homes are oriented toward the street they are built along.	The front elevation of the home will face Sam Buffington Street.
Year Built	1947-2024	N/A
Building SF on Property	860 SF – 2,410 SF	2,884 SF
Building Architecture	Single Family Homes	Comparable Architecture to the surrounding Single-Family Homes
Building Setbacks:		
Front	The front yard setbacks appear to conform to the required 20-foot front yard setback.	29-Feet, 9-Inches
Side	The side yard setbacks are estimated to be between zero (0) and greater than ten (10) feet.	27- Feet
Rear	The rear yard setbacks appear to be greater than ten (10) feet.	10-Feet
Building Materials	Brick and Siding	Siding
Paint and Color	Red, Brown, Yellow, Beige, Blue	N/A
Roofs	Composite and Asphalt Shingles	Composite Shingle
Driveways/Garages	Driveways all front the same street the single-family home faces. Homes consist of front-facing, carports, or no garages.	The garage will be attached and located approximately 6'-8' behind of the front façade.

According to Section 04, *Residential Parking*, of Article 06, *Parking and Loading*, of the Unified Development Code (UDC), "(i)n single-family or duplex districts, parking garages must be located at least 20-feet behind the front façade for front entry garages ..." In this case, the applicant's proposed garage is oriented only six (6) feet, eight (8) inches behind the front façade of the proposed single-family home; however, staff should point out that this is not atypical for this subdivision or properties located within the Southside Neighborhood Residential Overlay (SRO) District. A waiver to the garage orientation is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission. If this Specific Use Permit (SUP) request is approved by the Planning and Zoning Commission and City Council, the garage setback requirement will be waived. With the exception of the garage orientation, the proposed single-family home meets all of the density and dimensional requirements as stipulated by the Unified Development Code (UDC) for a property in a Single-Family 7 (SF-7) District and the Southside Residential Neighborhood Overlay (SRO) District.

For the purpose of comparing the proposed home to the existing single-family housing located adjacent to or in the vicinity of the subject property, staff has provided photos of the properties along Dickey Street and Sam Buffington Street, and also provided the proposed building elevations in the attached packet. The approval of this request is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission and a finding that the proposed house will not have a negative impact on the existing subdivision.

NOTIFICATIONS

On July 21, 2026, staff mailed 82 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Highridge Estates Homeowner's Association (HOA), which is the only HOA or Neighborhood Organization within 1,500-feet of the subject property participating in the Neighborhood Notification Program. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). At the time this report was drafted, staff had not received any notices regarding the applicant's request.

CONDITIONS OF APPROVAL

If City Council chooses to approve of the applicant's request for a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision*, then staff would propose the following conditions of approval:

- (1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the Specific Use Permit (SUP) ordinance and which are detailed as follows:
 - (a) Development of the *Subject Property* shall generally conform to the *Residential Plot Plan* as depicted in *Exhibit 'A'* of the draft ordinance.
 - (b) Construction of a single-family home on the *Subject Property* shall generally conform to the *Building Elevations* depicted in *Exhibit 'B'* of the draft ordinance; and,
 - (c) Once construction of the single-family home has been completed, inspected, and accepted by the City, the Specific Use Permit (SUP) shall expire, and no further action by the property owner shall be required.
- (2) Any construction resulting from the approval of this Specific Use Permit (SUP) shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On August 11, 2026, the Planning and Zoning Commission approved a motion to recommend approval of the Specific Use Permit (SUP) by a vote of 6-0, with Commissioner Williams absent.



DEVELOPMENT APPLICATION

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

STAFF USE ONLY

PLANNING & ZONING CASE NO. _____

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

DIRECTOR OF PLANNING: _____

CITY ENGINEER: _____

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

PLATTING APPLICATION FEES:

- ☐ MASTER PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ PRELIMINARY PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ FINAL PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ REPLAT (\$500.00 + \$20.00 ACRE) ^{1&3}
- ☐ AMENDING OR MINOR PLAT (\$500.00)
- ☐ PLAT REINSTATEMENT REQUEST (\$200.00)

SITE PLAN APPLICATION FEES:

- ☐ SITE PLAN (\$1,000.00 + \$20.00 ACRE) ^{1&2}
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$500.00) ²

OTHER APPLICATION FEES:

- ☐ TREE REMOVAL (\$200.00)
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [RESIDENTIAL] (\$200.00) ²
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [COMMERCIAL] (\$1,000.00) ²

ZONING APPLICATION FEES:

- ☐ ZONING CHANGE (\$1,000.00 + \$20.00 ACRE) ^{1&3}
- ☐ SPECIFIC USE PERMIT [RESIDENTIAL] (\$200.00 + \$20.00 ACRE) ^{1,2&3}
- ☐ SPECIFIC USE PERMIT [COMMERCIAL] (\$1,000.00 + \$20.00 ACRE) ^{1,2&3}
- ☐ PLANNED DEVELOPMENT DISTRICT (\$1,500.00 + \$20.00 ACRE) ^{1&3}
- ☐ PD DEVELOPMENT PLANS (\$1,500.00 + \$20.00 ACRE) ^{1&3}

NOTES:

¹: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

²: A \$2,500.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

³: AN ADDITIONAL FEE OF \$150.00 WILL BE REQUIRED FOR THE COST OF NOTIFICATIONS.

PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS _____

SUBDIVISION **CANUP**

LOT **27**

BLOCK _____

GENERAL LOCATION **CORNER OF SANBUFFINGTON ST & DICKEY ST**

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING **SINGLE FAMILY**

CURRENT USE **VACANT**

PROPOSED ZONING **SINGLE FAMILY**

PROPOSED USE **SINGLE FAMILY**

ACREAGE **0.3**

LOTS [CURRENT] **1**

LOTS [PROPOSED] **1**

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

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

☒ OWNER **RERV, LLC**

☒ APPLICANT **RAUL & LISA SUAREZ**

CONTACT PERSON **Violet Harrington**

CONTACT PERSON **RAUL SUAREZ**

ADDRESS _____

ADDRESS _____

CITY, STATE & ZIP _____

CITY, STATE & ZIP _____

PHONE _____

PHONE _____

E-MAIL _____

E-MAIL _____

NOTARY VERIFICATION [REQUIRED]

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

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ **370.00** TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE **17** DAY OF **JULY**, 20**26** BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE **15th** DAY OF **July**, 20**26**

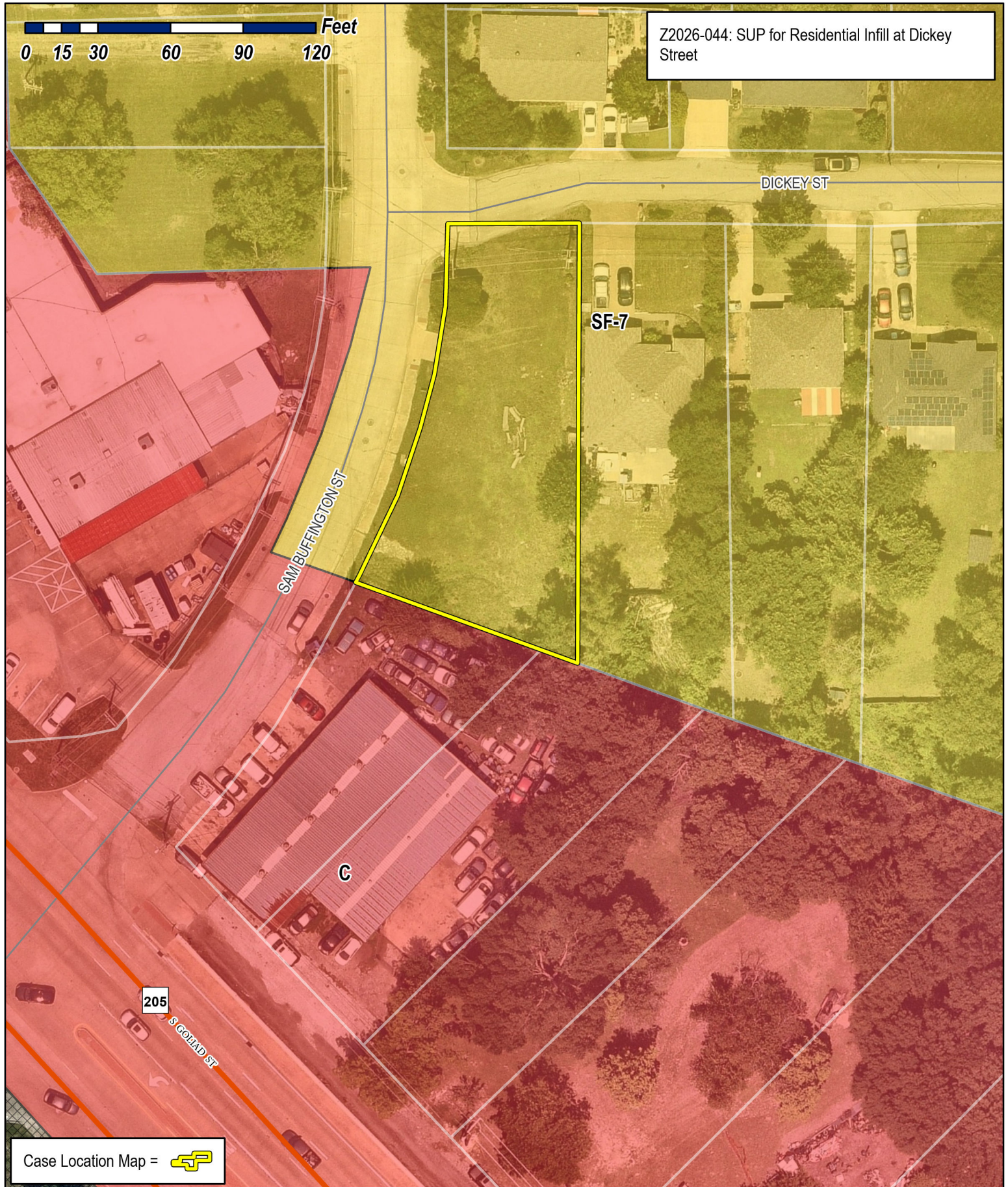
OWNER'S SIGNATURE **x Violet Harrington**

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS **Krissy Hernandez**



KRISSY HERNANDEZ
My Notary ID # 131932462
Expires March 12, 2027

MY COMMISSION EXPIRES _____



Case Location Map = 



City of Rockwall

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

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

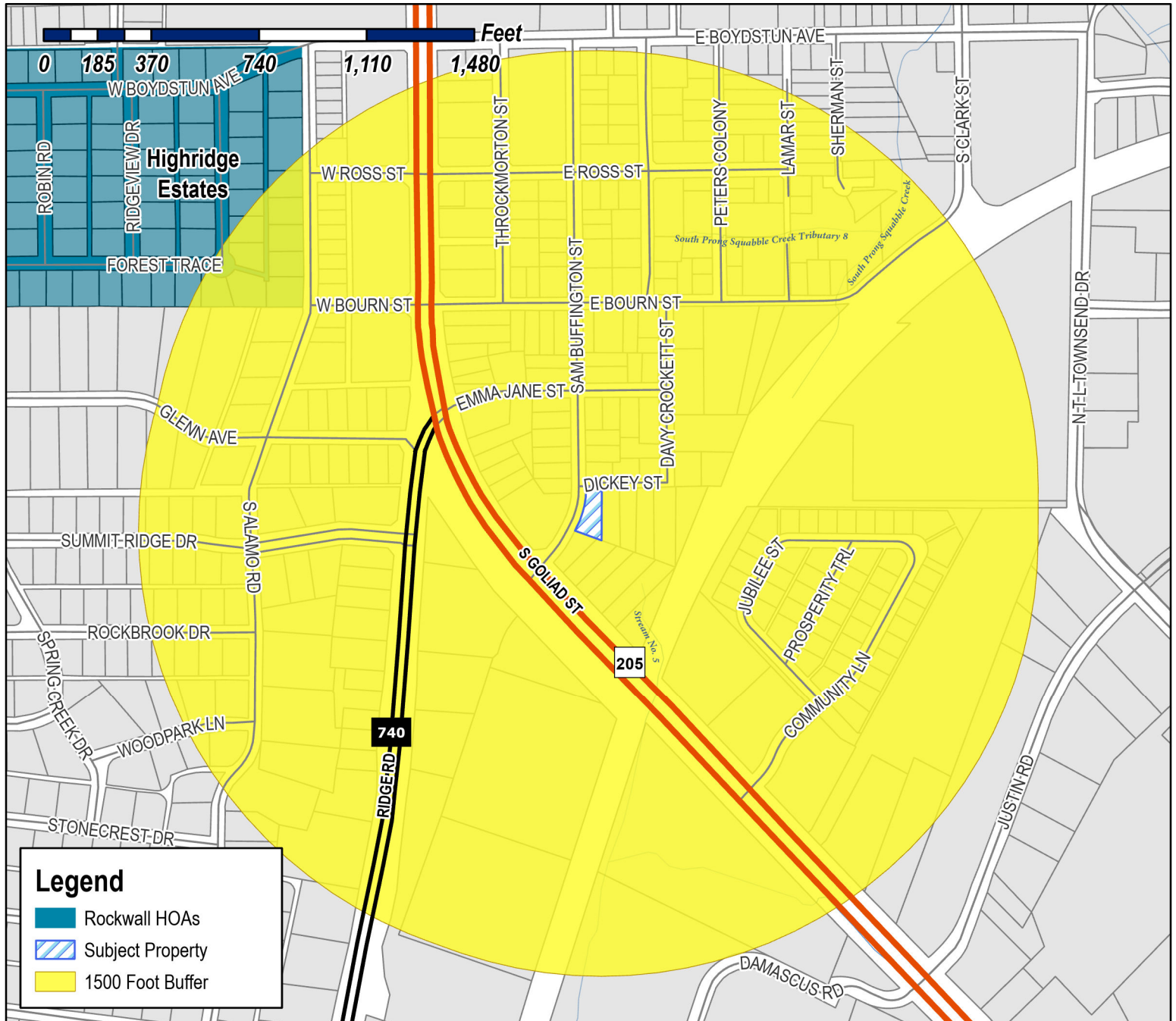




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Case Number: Z2026-044
Case Name: SUP for Residential Infill
Case Type: Zoning
Zoning: Single-Family 7 (SF-7) District
Case Address: SE Corner of Dickey Street and Sam Buffington Street

Date Saved: 7/17/2026

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



From: [Zavala, Melanie](#)
Cc: [Miller, Ryan](#); [Lee, Henry](#); [Ross, Bethany](#); [Guevara, Angelica](#)
Subject: Neighborhood Notification Program [Z2026-044}
Date: Wednesday, July 22, 2026 10:58:53 AM
Attachments: [Public Notice \(07.21.2026\).pdf](#)
[HOA Map \(07.17.2026\).pdf](#)

HOA/Neighborhood Association Representative:

Per your participation in the Neighborhood Notification Program, you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on Friday, July 24, 2026. The Planning and Zoning Commission will hold a public hearing on Tuesday, August 11, 2026 at 6:00 PM, and the City Council will hold a public hearing on Monday, August 17, 2026 at 6:00 PM. Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

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

-
Z2026-044: SUP for Residential Infill

Hold a public hearing to discuss and consider a request by Raul Suarez on behalf of Violet Harrington of RERV, LLC for the approval of a Specific Use Permit (SUP) for Residential Infill in an Established Subdivision for the purpose of constructing a single-family home on a 0.30-acre parcel of land identified as Lot 27 of the Canup Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, situated within the SH-205 Overlay (SH-205 OV) District and the Southside Residential Neighborhood Overlay (SRO) District, generally located at the southeast corner of the intersection of Dickey Street and Sam Buffington Street, and take any action necessary.

Melanie Zavala

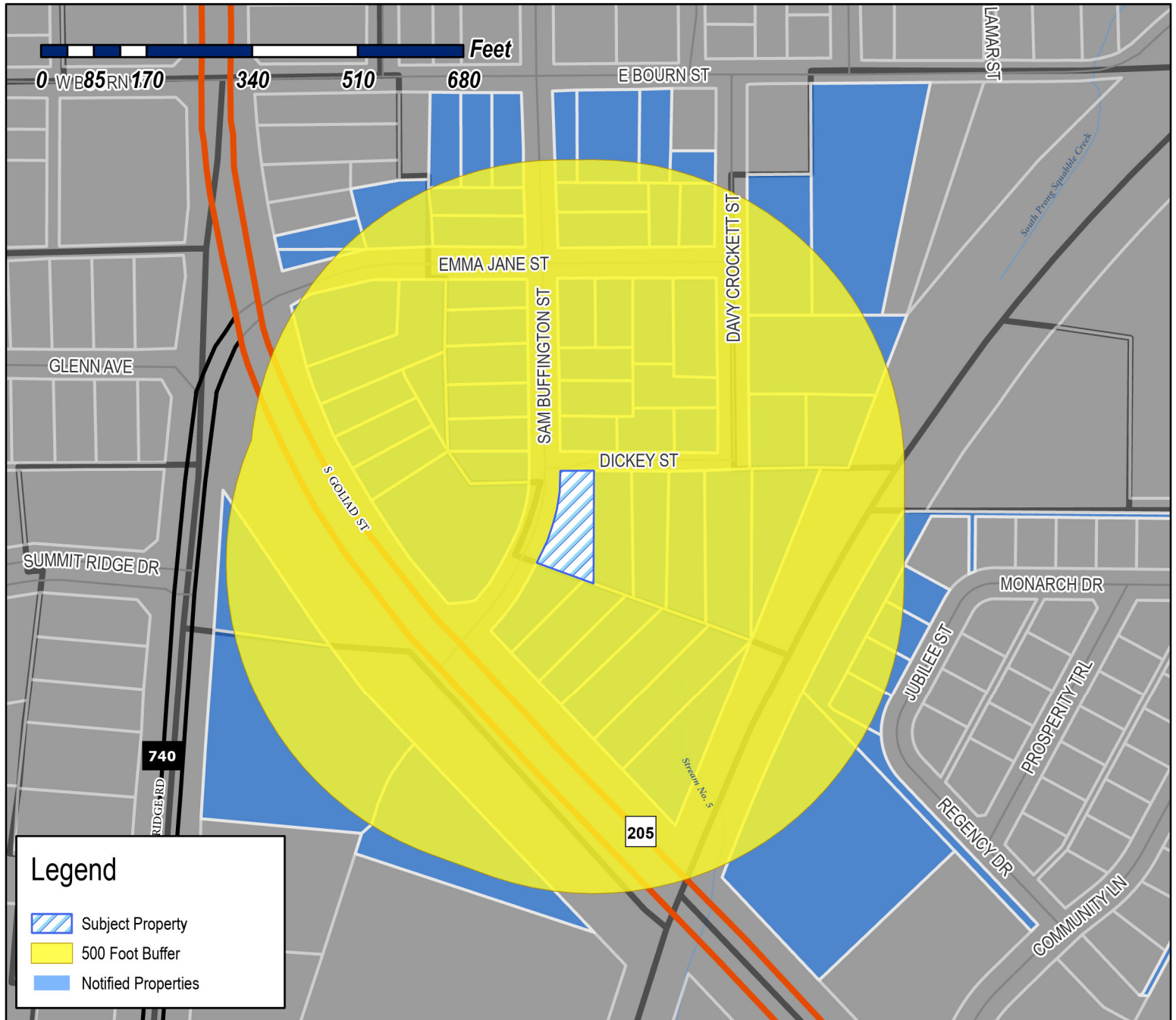
Planning & Zoning Coordinator | Planning Dept. | City of Rockwall
385 S. Goliad Street | Rockwall, TX 75087
[Planning & Zoning Rockwall](#)
972-771-7745 Ext. 6568



City of Rockwall

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

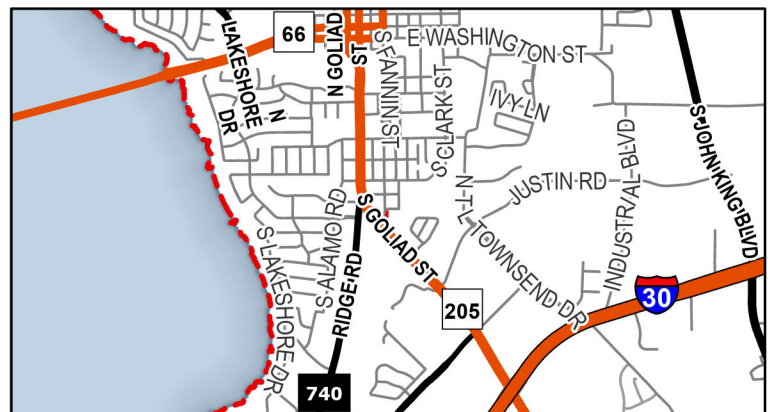
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Case Number: Z2026-044
Case Name: SUP for Residential Infill
Case Type: Zoning
Zoning: Single-Family 7 (SF-7) District
Case Address: SE Corner of Dickey Street and Sam Buffington Street

Date Saved: 7/17/2026

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



RESIDENT
1001 S GOLIAD
ROCKWALL, TX 75087

RESIDENT
1003 S GOLIAD
ROCKWALL, TX 75087

RESIDENT
1005 SAM BUFFINGTON ST
ROCKWALL, TX 75087

RESIDENT
1006 DAVY CROCKETT
ROCKWALL, TX 75087

MALAVE BRENDA L
1006 SAM HOUSTON ST
ROCKWALL, TX 75087

RESIDENT
1007 RIDGE RD
ROCKWALL, TX 75087

RESIDENT
1007 SAM BUFFINGTON ST
ROCKWALL, TX 75087

RESIDENT
1008 DAVY CROCKETT
ROCKWALL, TX 75087

RESIDENT
1008 SAM BUFFINGTON ST
ROCKWALL, TX 75087

RESIDENT
1009 S GOLIAD
ROCKWALL, TX 75087

CASTILLO PEDRO
1009 SAM HOUSTON ST
ROCKWALL, TX 75087

RESIDENT
1010 SAM BUFFINGTON ST
ROCKWALL, TX 75087

RESIDENT
1011 S GOLIAD
ROCKWALL, TX 75087

RESIDENT
1011 S GOLIAD ST
ROCKWALL, TX 75087

RESIDENT
1012 SAM BUFFINGTON ST
ROCKWALL, TX 75087

RESIDENT
1013 S GOLIAD
ROCKWALL, TX 75087

BCL REAL ESTATE LLC
103 GROSS RD
MESQUITE, TX 75149

BCL REAL ESTATE LLC
103 GROSS RD
MESQUITE, TX 75149

GE QIQING AND
JINGJING ZHANG
105 COYOTE BRUSH
IRVINE, CA 92618

ROCKWALL ISD TR
1050 Williams St
Rockwall, TX 75087

ROCKWALL ISD TR
1050 Williams St
Rockwall, TX 75087

RIDGE ROAD PARTNERS LP
106 E Rusk St Ste 200
Rockwall, TX 75087

RESIDENT
1101 RIDGE RD
ROCKWALL, TX 75087

RESIDENT
1101 S GOLIAD
ROCKWALL, TX 75087

RESIDENT
1105 S GOLIAD
ROCKWALL, TX 75087

RESIDENT
1109 S GOLIAD
ROCKWALL, TX 75087

ERVIN PROPERTIES LLC
1155 W Wall St Ste 101
Grapevine, TX 76051

RESIDENT
1201 RIDGE RD
ROCKWALL, TX 75087

ANDERSON ALLEN
1208 S LAKESHORE DR
ROCKWALL, TX 75087

ANDERSON ALLEN
1208 S LAKESHORE DR
ROCKWALL, TX 75087

LUKE LINDA FAYE
1325 S GOLIAD ST APT 5308
ROCKWALL, TX 75087

MICHAEL WAYNE ROGERS GST TRUST DATED
MAY 16TH, 2017
MICHAEL WAYNE ROGERS- TRUSTEE
1404 RIDGE ROAD
ROCKWALL, TX 75087

EFENEY WILLIAM M
1406 S LAKESHORE DR
ROCKWALL, TX 75087

PARNES DROR
15 KESTREL COURT
HEATH, TX 75032

RERV ACQUISITIONS LLC
1748 BAY WATCH DR
ROCKWALL, TX 75087

LRG GROUP LLC
202 E RUSK ST
ROCKWALL, TX 75087

RIVERA JAIME & MARIA
204 E BOURN ST
ROCKWALL, TX 75087

MIMS KATHY
206 E BOURN ST
ROCKWALL, TX 75087

RESIDENT
206-207 EMMA JANE ST
ROCKWALL, TX 75087

RESIDENT
208 EMMA JANE ST
ROCKWALL, TX 75087

SCROGGINS BILLY & JOYCE
208 E BOURN ST
ROCKWALL, TX 75087

RESIDENT
302 EMMA JANE
ROCKWALL, TX 75087

RESIDENT
304 EMMA JANE
ROCKWALL, TX 75087

HERNANDEZ SAMUEL AND VANESSA TYSON-
HERNANDEZ
304 E Bourn St
Rockwall, TX 75087

RESIDENT
306 BOURN AVE
ROCKWALL, TX 75087

ELLERD TERESA
308 EMMA JANE ST
ROCKWALL, TX 75087

RESIDENT
309 EMMA JANE ST
ROCKWALL, TX 75087

RESIDENT
310 EMMA JANE
ROCKWALL, TX 75087

JONES LENA EST
C/O CHARLES R HUMPHREY
405 ER ELLIS
ROCKWALL, TX 75087

ANGULAR PIEDRA A/G
418 E BOURN ST
ROCKWALL, TX 75087

5013 COFFEE PROPERTIES LLC
4210 RIDGE RD STE 101
HEATH, TX 75032

LIU HOWARD HEYUN
4577 JAGUAR DR
PLANO, TX 75024

LIU HOWARD HEYUN
4577 JAGUAR DR
PLANO, TX 75024

MATHIS DEBRA L
504 DICKEY ST
ROCKWALL, TX 75087

RESIDENT
506 DICKEY ST
ROCKWALL, TX 75087

RODRIGUEZ MARIA
507 DICKEY ST
ROCKWALL, TX 75087

BROWN GEORGIA
508 DICKEY ST
ROCKWALL, TX 75087

RESIDENT
510 DICKEY ST
ROCKWALL, TX 75087

SALGADO HAROLD G
510 DICKIE ST
ROCKWALL, TX 75087

WAFFER JULIUS
512 DICKEY ST
ROCKWALL, TX 75087

THOMAS LOU BERTHA
602 JUBILEE STREET
ROCKWALL, TX 75087

RESIDENT
606 JUBILEE ST
ROCKWALL, TX 75087

RESIDENT
610 JUBILEE ST
ROCKWALL, TX 75087

MARET WENDY A
614 JUBILEE STREET
ROCKWALL, TX 75087

BRANNON ERMA LEE EST AND
MARVIN RAY BRANNON ETAL
6819 CLIFFWOOD DR
DALLAS, TX 75237

EMMANUEL TABERNACLE CHURCH
7903 FERGUSON RD
DALLAS, TX 75228

8661 S HAMPTON LLC
805 Green Pond Dr
Garland, TX 75040

RUSZKOWSKI SKYLER E
8127 E COLUMBUS AVE
SCOTTSDALE, AZ 85251

THE STANDARD MCP LTD
8226 Douglas Ave Ste 709
Dallas, TX 75225

DENTON GLENDA K & LANCE
900 DAVY CROCKETT
ROCKWALL, TX 75087

JPH ROCKWALL LLC
901 DAVY CROCKETT STREET
ROCKWALL, TX 75087

PORTER BRANDON &
NOELLE PELLECE
901 SAM BUFFINGTON ST
ROCKWALL, TX 75087

RESIDENT
902 DAVY CROCKETT
ROCKWALL, TX 75087

WALKER TOM H & SUE ANN
902 LAKE MEADOWS DR
ROCKWALL, TX 75087

RESIDENT
903 DAVY CROCKETT
ROCKWALL, TX 75087

GOAT GENERAL CONTRACTING LLC
KEVIN W. VICE
903 DAVY CROCKETT ST
ROCKWALL, TX 75087

G O A T GENERAL CONTRACTING, LLC
903 DAVY CROCKETT ST
ROCKWALL, TX 75087

DIXON MARSHALL WADE
905 SAM HOUSTON
ROCKWALL, TX 75087

VALENCIA MONICA L AND ALFREDO
906 SAM HOUSTON
ROCKWALL, TX 75087

RESIDENT
907 SAM BUFFINGTON ST
ROCKWALL, TX 75087

RESIDENT
907 S GOLIAD
ROCKWALL, TX 75087

PAIGE RYAN PROPERTIES LLC
P. O. BOX 853
WYLIE, TX 75098

PUBLIC NOTICE



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

Property Owner and/or Resident of the City of Rockwall:

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

Z2026-044: SUP for Residential Infill

Hold a public hearing to discuss and consider a request by Raul Suarez on behalf of Violet Harrington of RERV, LLC for the approval of a *Specific Use Permit (SUP)* for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.30-acre parcel of land identified as Lot 27 of the Canup Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, situated within the SH-205 Overlay (SH-205 OV) District and the Southside Residential Neighborhood Overlay (SRO) District, generally located at the southeast corner of the intersection of Dickey Street and Sam Buffington Street, and take any action necessary.

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on Tuesday, August 11, 2026 at 6:00 PM, and the City Council will hold a public hearing on Monday, August 17, 2026 at 6:00 PM. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

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

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

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

Your comments must be received by Monday, August 17, 2026 at 4:00 PM to ensure they are included in the information provided to the City Council.

Sincerely,

Ryan Miller, AICP
Director of Planning & Zoning



MORE INFORMATION ON THIS CASE CAN BE FOUND AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

--- PLEASE RETURN THE BELOW FORM ---

Case No. Z2026-044: SUP for Residential Infill

Please place a check mark on the appropriate line below:

- ☐ I am in favor of the request for the reasons listed below.
- ☐ I am opposed to the request for the reasons listed below.

Name:

Address:

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

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

Lot 27 of Canup's Subdivision in the B.J.T. Lewis Survey, Abstract Number 225, in the City of Rockwall, Rockwall County, Texas, according to the Map thereof recorded in Volume 39, Page 244, Plat Records of Rockwall County, Texas.



NOTE: PROPERTY SUBJECT TO TERMS,
CONDITIONS, AND EASEMENTS
CONTAINED IN INSTRUMENTS RECORDED IN
VOL. 39, PG. 244, VOL. 112, PG. 230, VOL. 112, PG. 282

NOTE: BEARINGS SHOWN ARE BASED
ON NAD 83 TEXAS NORTH CENTRAL ZONE

Date: _____ Accepted by: _____
Purchaser
Purchaser

NOTES:

NOTE: Bearings, easements and building lines are by recorded plat unless otherwise noted.

FLOOD NOTE: According to the F.I.R.M. No. 48397C0040L, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Lawyers Title. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is not intended to be a legal description of the property and is not intended to be used as such. The subject property is shown as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Drawn By: AT

Scale: $1'' = 20'$

Date: 07/13/26

GF No.:

LT-19124-
1901242600206-K7

1901242600206-KZ

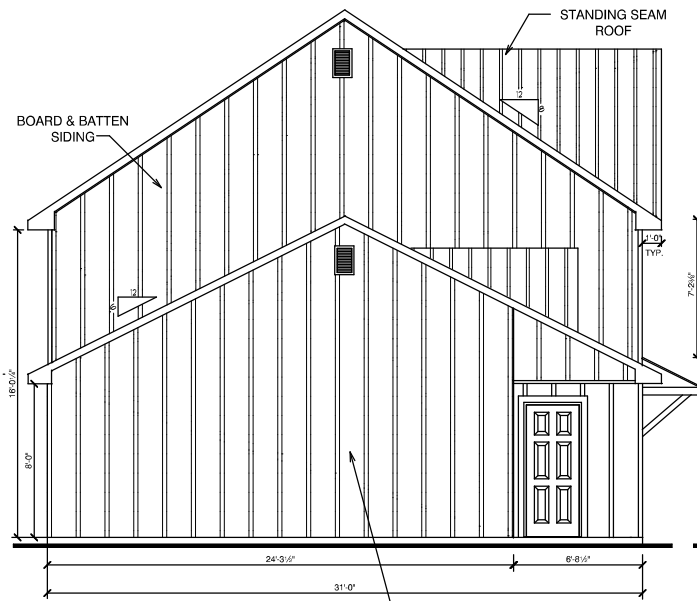
Job No. 26928



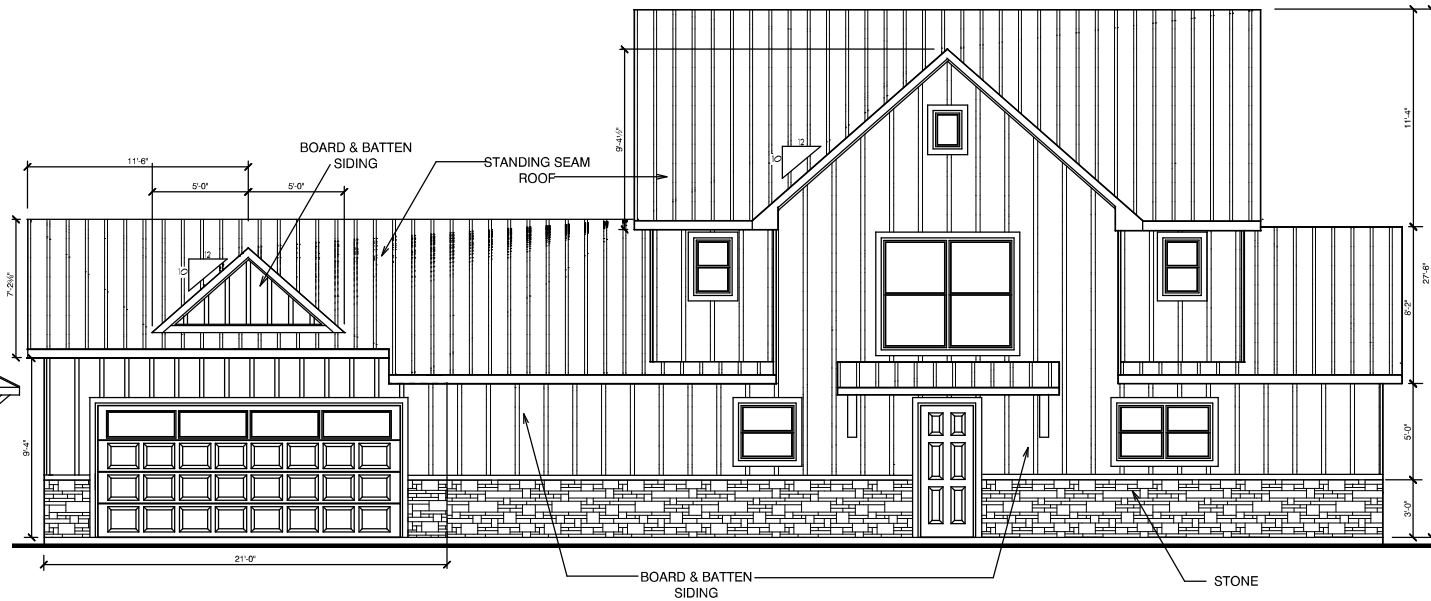
CBG
SURVEYING TEXAS LLC

419 Century Plaza Dr., Ste. 210
Houston, TX 77073
P 214.349.9485
F 214.349.2218
Firm No. 10194280
www.cbqtdlc.com

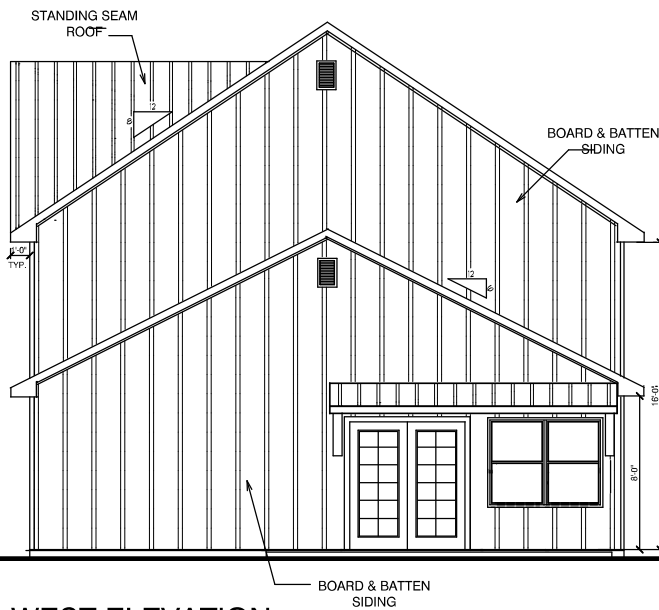




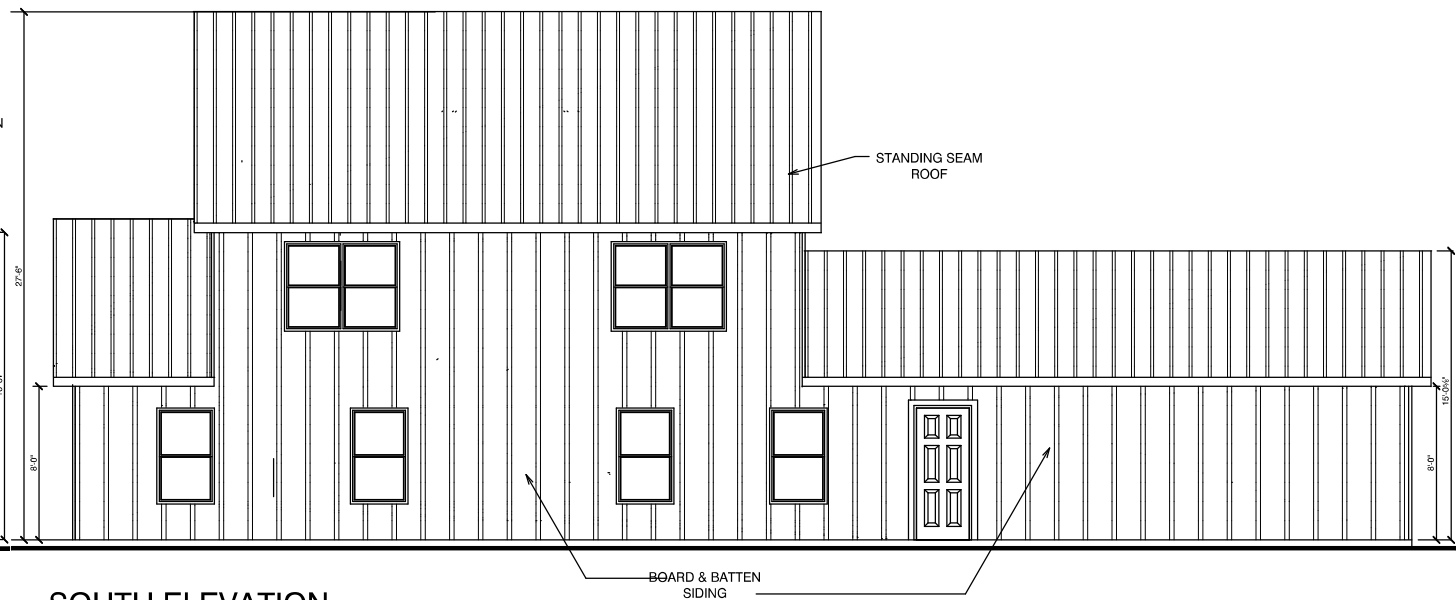
EAST ELEVATION



NORTH ELEVATION



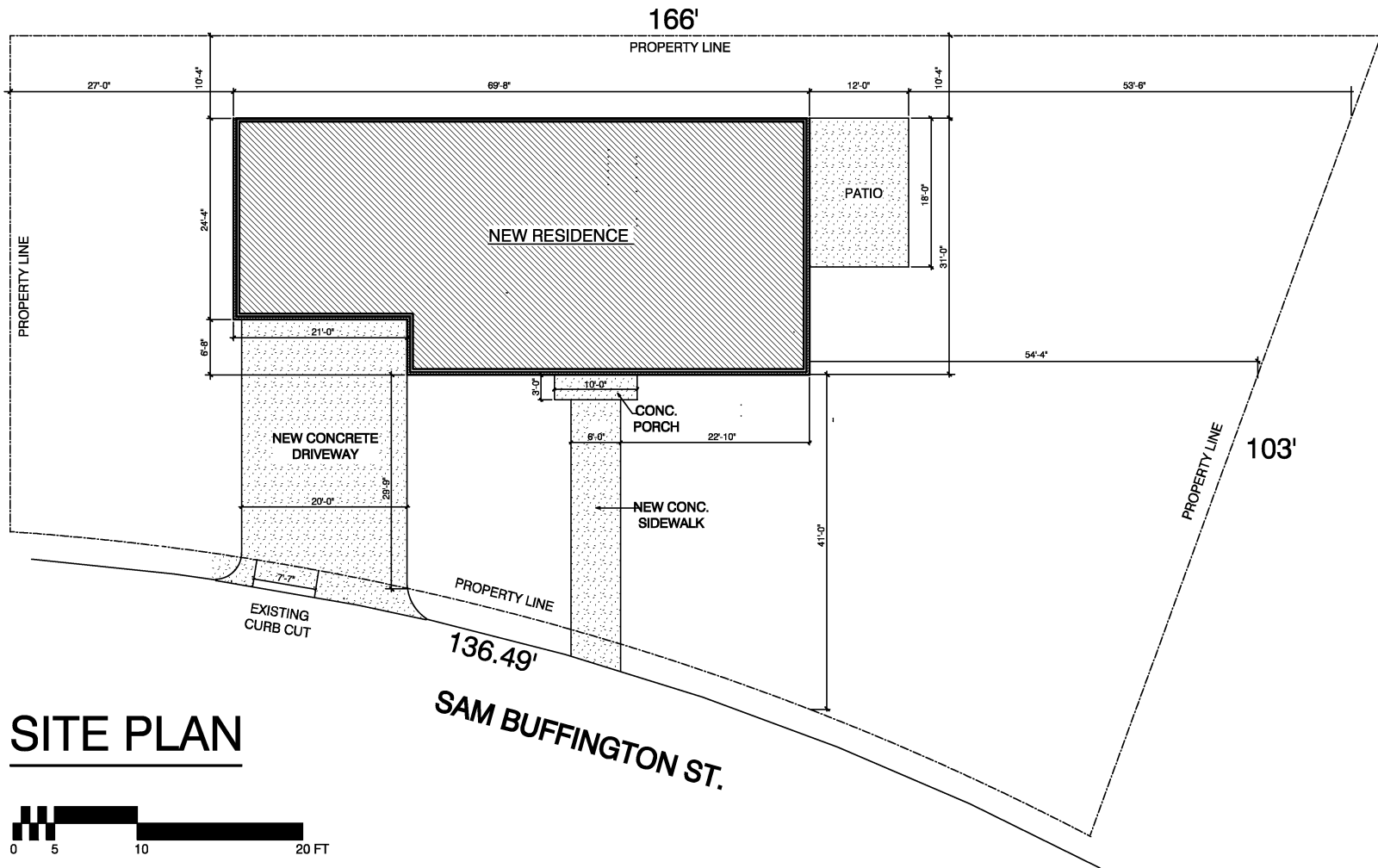
WEST ELEVATION



SOUTH ELEVATION

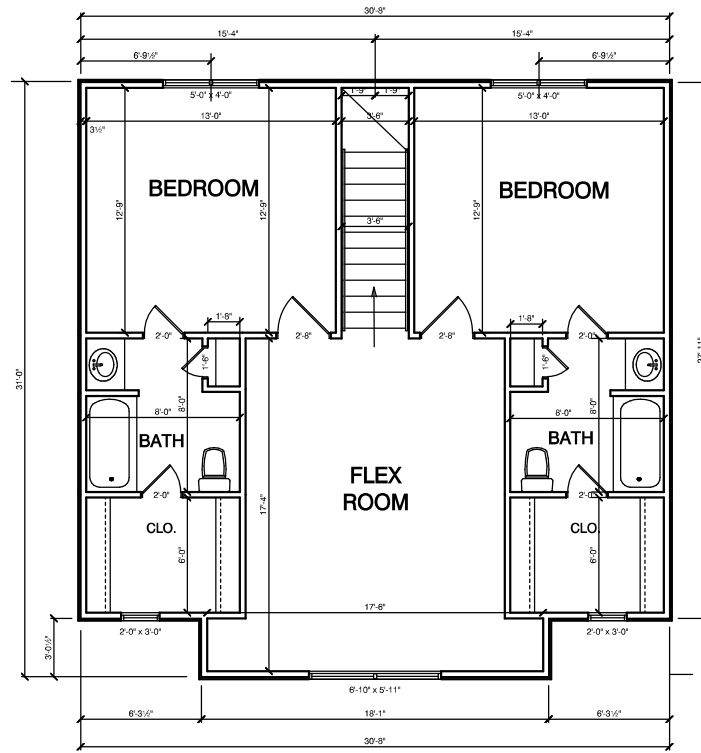
DICKIE ST.

60'

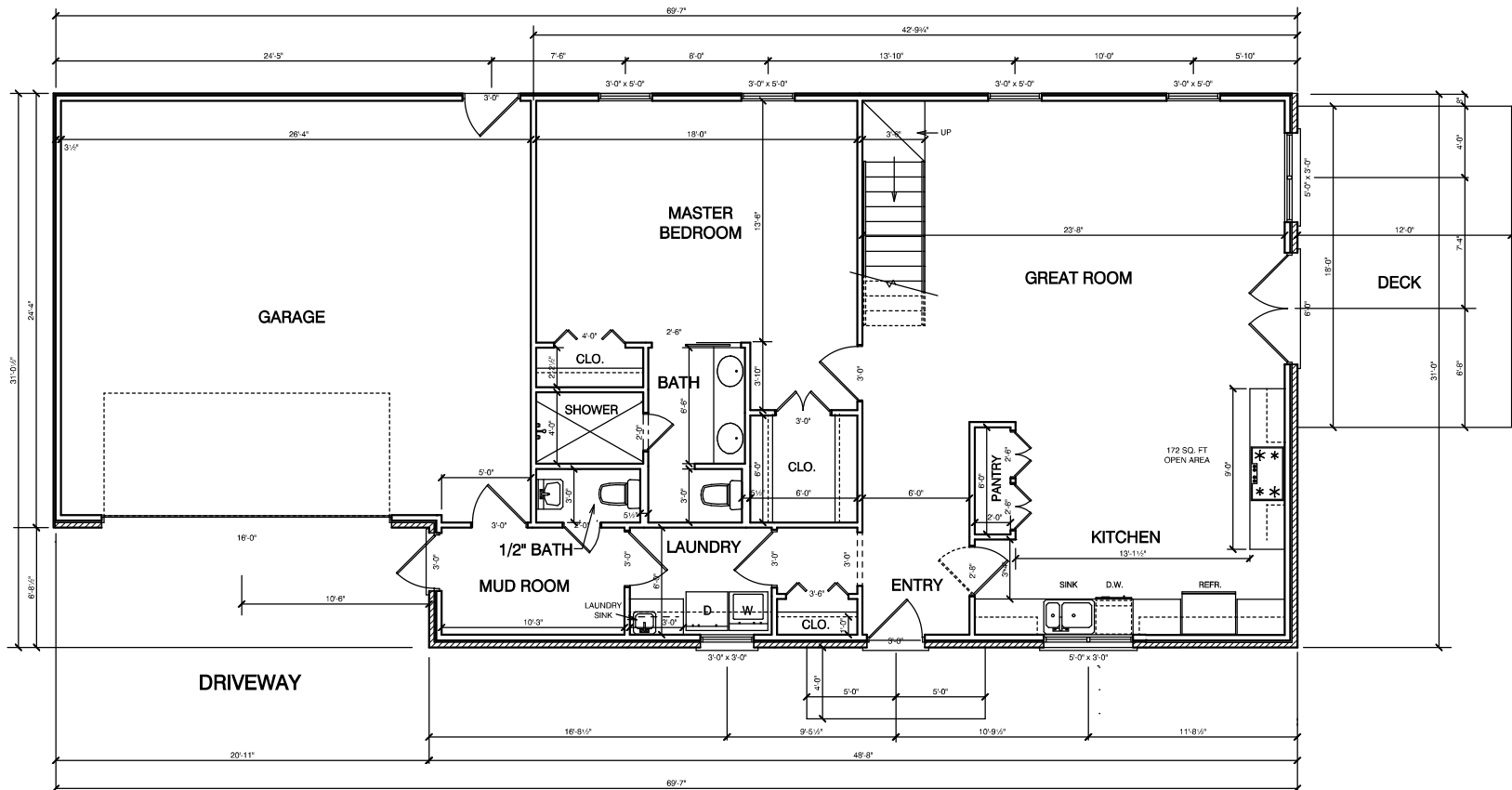


SITE PLAN

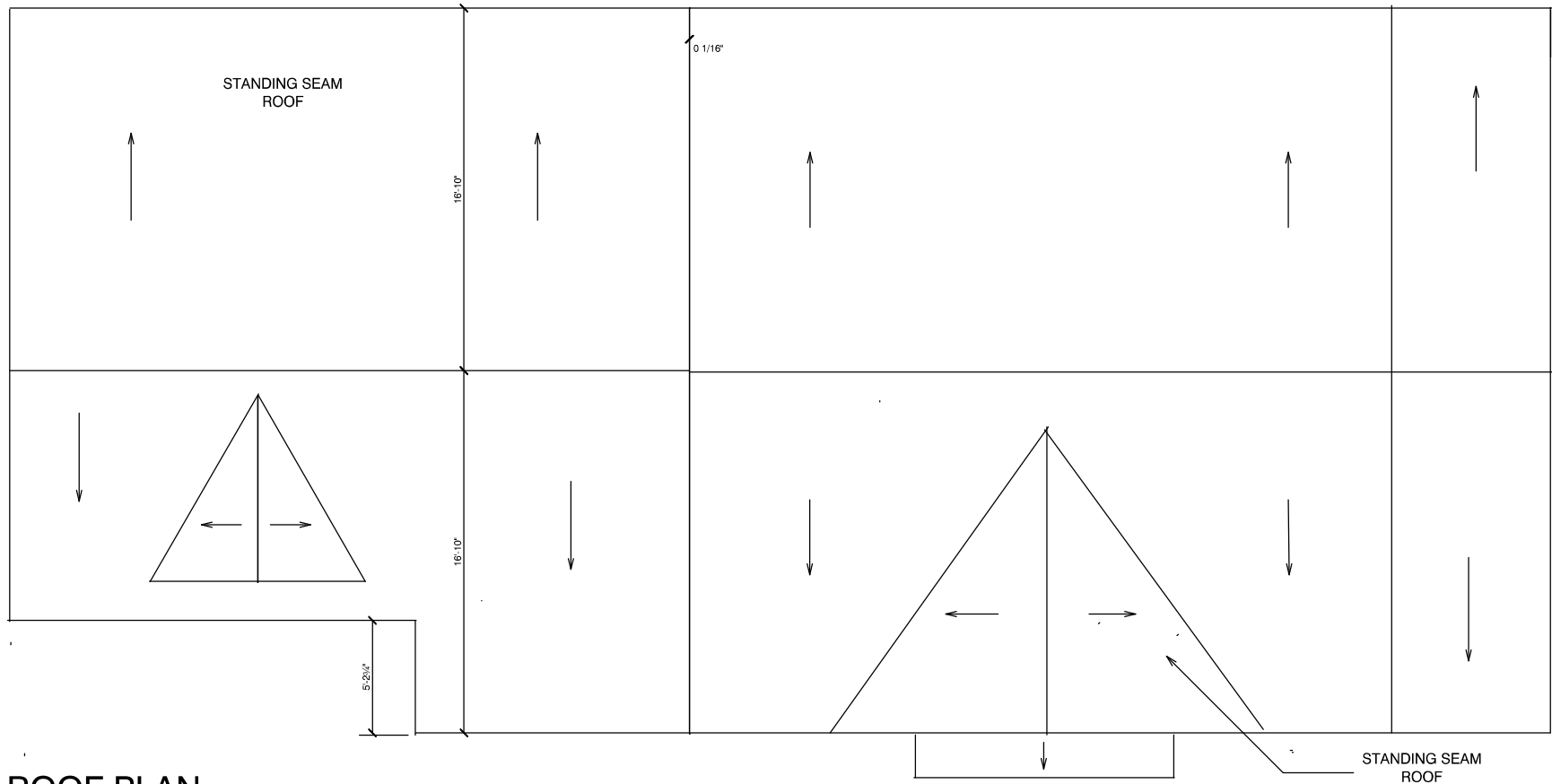




SECOND FLOOR PLAN



FIRST FLOOR PLAN



ROOF PLAN



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-044

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

ADJACENT HOUSING ATTRIBUTES

ADDRESS	HOUSING TYPE	YEAR BUILT	HOUSE SF	ACCESSORY BUILDING	EXTERIOR MATERIALS
1006 Sam Buffington	Single-Family Home	1987	1,819	80	Siding
1008 Sam Buffington	Church	1955	860	N/A	Siding
1009 Sam Buffington	Single-Family Home	2004	1,500	80	Brick and Siding
1010 Sam Buffington	Vacant	N/A	N/A	N/A	N/A
1025 Sam Buffington	Vacant	N/A	N/A	N/A	N/A
504 Dickey Street	Single-Family Home	2000	2,016	N/A	Brick
506 Dickey Street	Single-Family Home	2008	1,318	110	Siding
507 Dickey Street	Single-Family Home	2004	1,460	480	Brick
508 Dickey Street	Single-Family Home	2007	1,835	N/A	Brick and Siding
510 Dickey Street	Single-Family Home	1947	962	N/A	Siding
512 Dickey Street	Single-Family Home	2024	2,410	160	Brick
1008 Davy Crockett	Vacant	N/A	N/A	N/A	N/A
AVERAGES:		1993	1,576	182	



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-044

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1006 Sam Buffington



1008 Sam Buffington



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-044

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1009 Sam Buffington



1010 Sam Buffington



CITY OF ROCKWALL

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1025 Sam Buffington



504 Dickey Street



CITY OF ROCKWALL

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506 Dickey Street



507 Dickey Street



CITY OF ROCKWALL

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508 Dickey Street



510 Dickey Street



CITY OF ROCKWALL

HOUSING ANALYSIS FOR CASE NO. Z2026-044

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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



512 Dickey Street



1008 Davy Crockett

CITY OF ROCKWALL

ORDINANCE NO. 26-XX

SPECIFIC USE PERMIT NO. S-4XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.30-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 27 OF THE CANUP ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request by Raul Suarez on behalf of Violet Harrington of RERV, LLC for the approval of a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.30-acre parcel of land identified as Lot 27 of the Canup Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 7 (SF-7) District, situated within the SH-205 Overlay (SH-205 OV) District and the Southside Residential Neighborhood Overlay (SRO) District, generally located at the southeast corner of the intersection of Dickey Street and Sam Buffington Street, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

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

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 03.01, *General Residential District Standards*, and Subsection 03.09, *Single-Family*

7 (SF-7) District, Subsection 6.05, Southside Residential Neighborhood Overlay (SRO) District, and Subsection 06.07, SH-205 Overlay (SH-205 OV) District, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02] -- as heretofore amended and may be amended in the future -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

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

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

2.2 COMPLIANCE

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

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

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

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

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

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 8TH DAY OF SEPTEMBER, 2026.**

Tim McCallum, *Mayor*

ATTEST:

Kristy Teague, *City Secretary*

APPROVED AS TO FORM:

Frank J. Garza, *City Attorney*

1st Reading: August 17, 2026

2nd Reading: September 8, 2026

Exhibit 'A':
Location Map

Address: 1025 Sam Buffington Street

Legal Description: Lot 27 of the Canup Addition



Exhibit 'B':
Residential Plot Plan

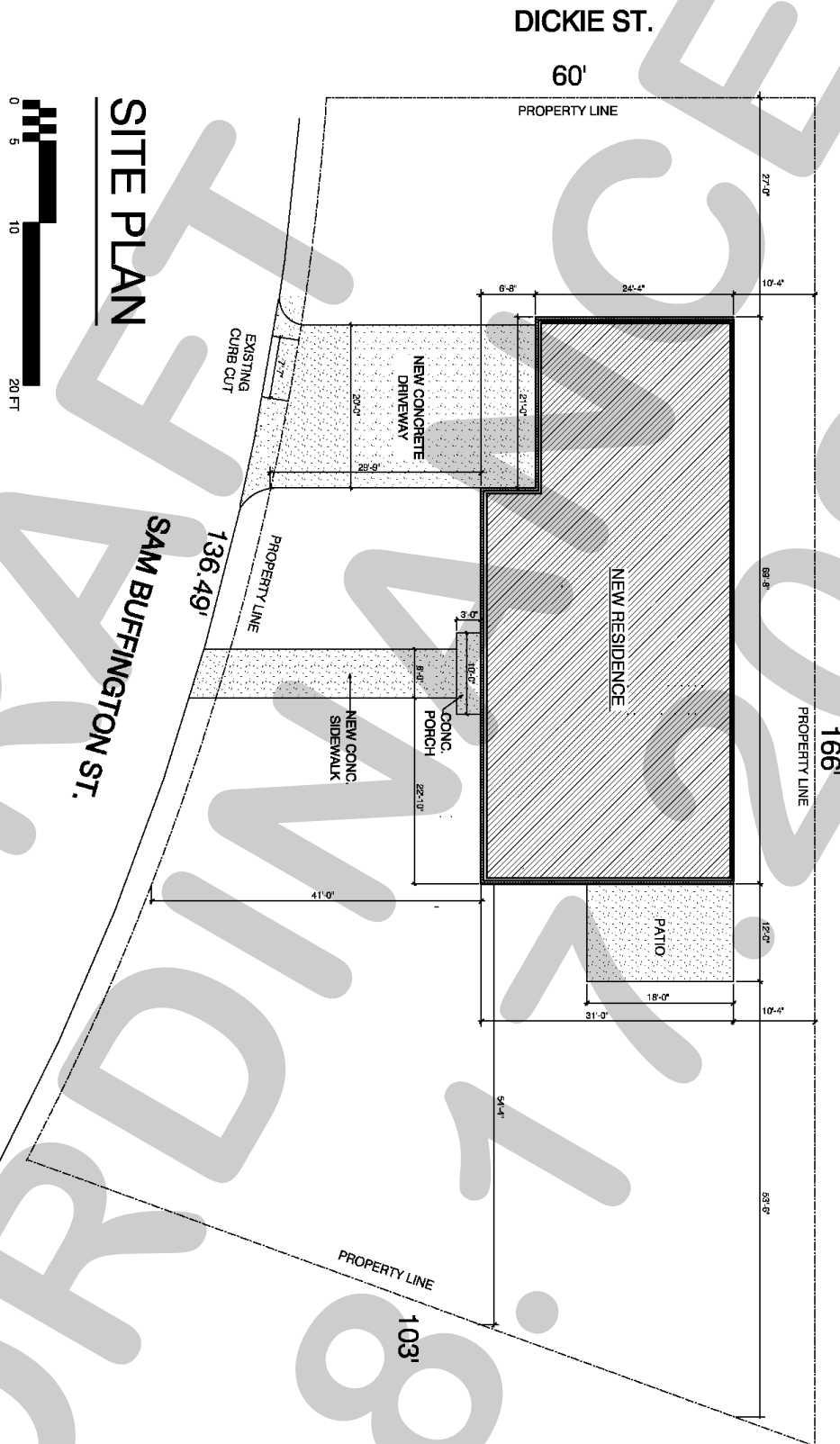
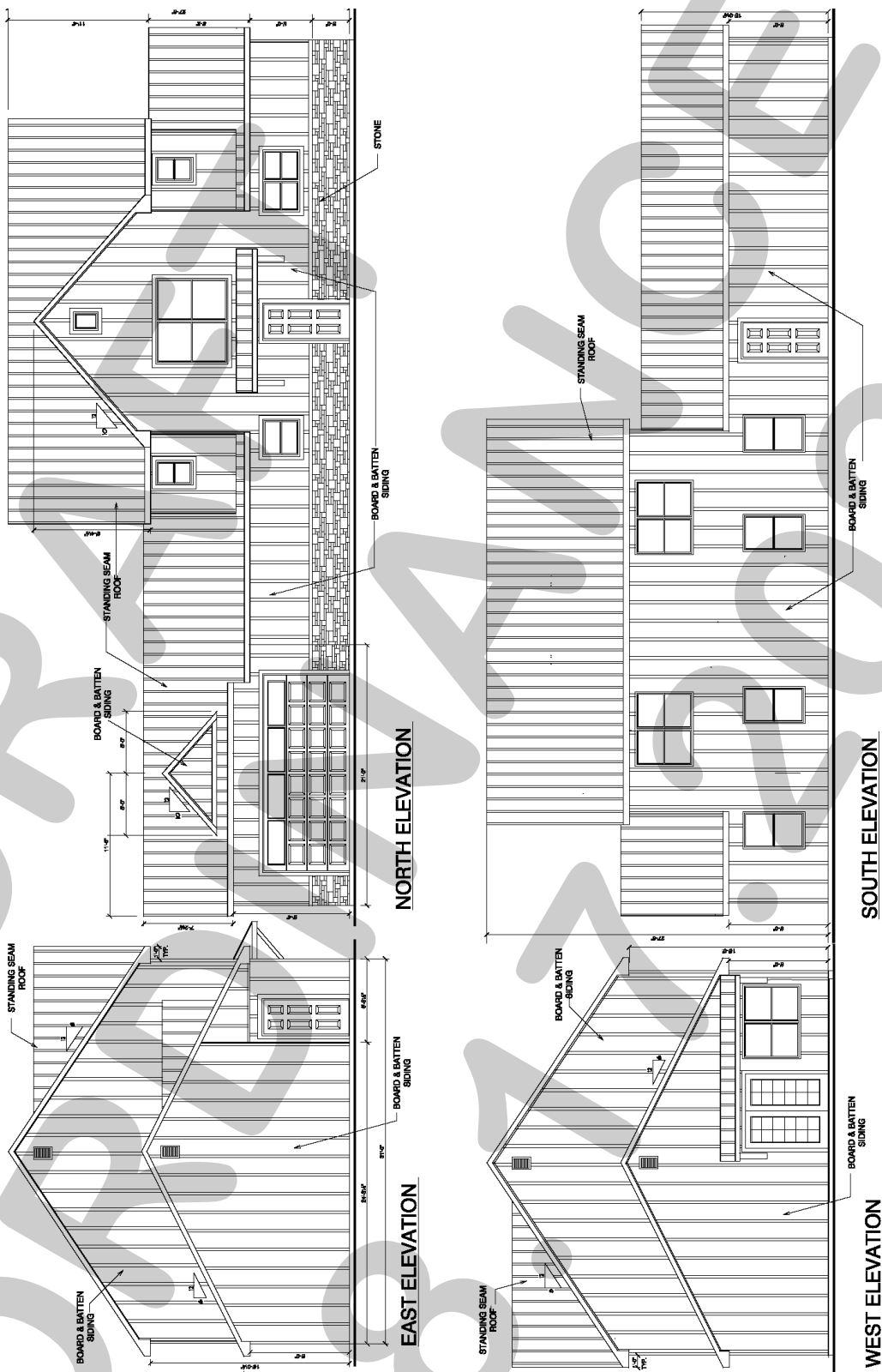


Exhibit 'C':
Building Elevations





CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

DATE: August 17, 2026

APPLICANT: Logan Lindsley, PE; *Kimley-Horn and Associates, Inc.*

CASE NUMBER: Z2026-045; *Specific Use Permit (SUP) for a Medical Office Exceeding the Maximum Building Size in a General Retail (GR) District*

SUMMARY

Hold a public hearing to discuss and consider a request by Logan Lindsley of Kimley-Horn and Associates, Inc. on behalf of Kelly Cannell of JWS Land, LTD for the approval of a Specific Use Permit (SUP) for a *Medical Office Building that Exceeds 25,000 SF in a General Retail (GR) District* on a 5.1527-acre parcel of land identified as Tract 4-26 of the E. Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses, generally located at the southeast corner of the intersection of Medical Drive and Horizon Road [*i.e. FM-3097*], and take any action necessary.

BACKGROUND

The subject property was annexed by the City Council on October 29, 1973 by *Ordinance No. 73-45 (Case No. A1973-007)*. On November 12, 1973, Planned Development District 9 (PD-9) was established as part of the 1972 Zoning Ordinance [*Ordinance No. 72-02*]. On June 16, 1986, the City Council approved an amendment to Planned Development District 9 (PD-9) by adopting *Ordinance No. 86-55 (Case No. PZ1986-003-01)*. This ordinance adopted a concept plan and provided area requirements for the following uses: *office/warehouse, single-family units, and general retail*. The subject property has remained vacant since annexation.

PURPOSE

On July 17, 2026, the applicant -- *Logan Lindsley of Kimley-Horn and Associates, Inc.* -- submitted an application requesting a Specific Use Permit (SUP) for a *Medical Office Exceeding the Maximum Building Size* in a General Retail (GR) District.

ADJACENT LAND USES AND ACCESS

The subject property is generally located at the southeast corner of the intersection of Medical Drive and Horizon Road [*i.e. FM-3097*]. The land uses adjacent to the subject property are as follows:

North: Directly north of the subject property is Horizon Road [*i.e. FM-3097*], which is identified as an A4D (*i.e. major arterial, four [4] lane, divided roadway*) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a 14.37-acre vacant tract of land (*i.e. Tract 2-1, of the G. Wells Survey, Abstract No. 219*), which is zoned Planned Development District 75 (PD-75) and reserved for open space and drainage.

South: Directly south of the subject property is Medical Drive, which is identified as a *Minor Collector* on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is an 8.1425-acre parcel of land (*i.e. Lot 6, Block C, Horizon Ridge Medical Park*) and developed with a *Convalescent Care Facility/Nursing Home (i.e. Broadmore Medical Lodge)* and zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses.

East: Directly east of the subject property is Horizon Road [*i.e. FM-3097*], which is identified as an A4D (*i.e. major arterial, four [4] lane, divided roadway*) on the Master Thoroughfare Plan contained in the OURHometown Vision 2040

Comprehensive Plan. Beyond this is a 14.37-acre vacant tract of land (*i.e. Tract 2-1, of the G. Wells Survey, Abstract No. 219*), which is zoned Planned Development District 75 (PD-75) and reserved for open space and drainage.

West: Directly west of the subject property is Medical Drive which is identified as a *Minor Collector* on the Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond that is a vacant 6.503-acre tract of land (*i.e. Tract 4-12, of the E. Teal Survey, Abstract No. 207*) zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses. Beyond this is a 3.533-acre vacant tract of land (*i.e. Tract 6-27, of the E. Teal Survey, Abstract No. 207*) owned by the City of Rockwall and zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses.

MAP 1: LOCATION MAP

YELLOW: SUBJECT PROPERTY



CHARACTERISTICS OF THE REQUEST

The applicant is requesting approval of a Specific Use Permit (SUP) for a *Medical Office Exceeding the Maximum Building Size* in a General Retail (GR) District. The *Concept Plan* depicts a 40,000 SF, single-story ambulatory surgery center and medical office building containing an ambulatory surgery center, wound care clinic, cardiology clinic, and associated medical office space. The building is centrally positioned on approximately 5.1527-acres, with surface parking and internal vehicular circulation provided around the building.

CONFORMANCE WITH THE CITY'S CODES

The subject property is zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses. Accordingly, development of the property is subject to the standards established by Planned Development District 9 (PD-9) and the applicable General Retail (GR) District requirements of the Unified Development Code (UDC). The applicant's request does *not* propose to modify the permitted land uses or other development standards applicable to the property; rather, the request is specifically related to the maximum permitted building size.

According to the *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the UDC, a *Medical Office* land use is permitted *by-right* within the General Retail (GR) District. For purposes of this request, staff has classified the proposed ambulatory surgery center, wound care clinic, cardiology clinic, and associated medical office space collectively as a *Medical Office* land use. The submitted *Concept Plan* depicts outpatient medical services and does not identify an inpatient hospital use. Although the proposed use is permitted, a *Medical Office* building exceeding 25,000 SF requires approval of a Specific Use Permit (SUP). In this case, the applicant is proposing a 40,000 SF building, which exceeds the maximum building size permitted by-right by 15,000 SF, or 60%. The proposed building would be 160% of the maximum building size permitted without approval of a Specific Use Permit (SUP)

The subject property contains approximately 5.1527-acres and the proposed 40,000 SF building would occupy approximately 18% of the overall site. The remaining developable area would generally accommodate surface parking, internal circulation, patient drop-off areas, pedestrian connections, landscaping, and service functions.

The *Concept Plan* is preliminary and establishes the general location of the building, parking areas, access points, internal circulation, pedestrian connections, and service areas. Detailed compliance with parking, landscaping, screening, building setbacks, lighting, fire access, drainage, utility, and engineering requirements will be evaluated during the subsequent site plan and civil engineering review processes. Any exceptions or variances identified during those reviews would require separate approval by the Planning and Zoning Commission.

OURHOMETOWN VISION 2040 COMPREHENSIVE PLAN

The Future Land Use Plan adopted with the *OURHometown Vision 2040 Comprehensive Plan* designates the subject property for Commercial/Retail land uses, and identifies it as being situated within the Medical District. The Commercial/Retail designation is generally intended for single- or multi-tenant commercial centers located along major arterial roadways and at key intersections. These areas typically provide convenience shopping and services for nearby residential neighborhoods and should incorporate pedestrian-oriented design and connections to adjacent development. The designation identifies commercial retail buildings, restaurants, multi-tenant commercial centers, neighborhood centers, and convenience centers as primary land uses. Office, financial, institutional, civic, park, and open-space uses are identified as secondary land uses. The Neighborhood Services (NS), General Retail (GR), Commercial (C), and certain mixed-use Planned Development (PD) Districts are identified as zoning districts that may conform to this designation.

The Medical District "...is a highly specialized district that is characterized by the medical and professional offices, which line Horizon Road [FM-3097], Rockwall Parkway, and Tubbs Road." The Comprehensive Plan further explains that the commercial portions of the district serve as a transition between medical and professional offices and the commercial/retail uses located along Ridge Road. These areas are intended to provide financial and retail services that support the *Medical District* and the surrounding residential subdivisions. The plan also recommends that infill development be compatible with surrounding uses or conform to the applicable Future Land Use Plan designation.

The applicant's request proposes a 40,000 SF ambulatory surgery center and medical office building containing medical office space, a wound care clinic, and a cardiology clinic. The proposed development would also be located near two (2) existing medical and healthcare facilities along Medical Drive (*i.e. Broadmore Medical Lodge and Lakeshore Assisted Living and Memory Care*). These facilities, together with the surrounding medical and professional offices, establish an existing healthcare-oriented development pattern in the immediate area.

Although the proposed development is not a traditional retail center, medical and professional office uses are consistent with the secondary office and institutional uses contemplated by the Commercial/Retail designation. The proposed facility would complement the existing healthcare uses along Medical Drive and reinforce the established concentration of medical and professional services within the *Medical District*. Based on these considerations, the applicant's request appears to be consistent with the Commercial/Retail designation and the applicable strategies established for the *Medical District*.

STAFF ANALYSIS

The applicant's request is limited to whether a 40,000 SF *Medical Office* building is appropriate on the subject property, where a maximum building size of 25,000 SF is permitted by-right. The proposed building would exceed this standard by 15,000 SF,

or 60%. Consequently, the principal consideration for the Planning and Zoning Commission and City Council is whether the proposed scale and intensity are compatible with the subject property and the surrounding development.

From a land-use perspective, the proposed facility appears consistent with the established character of the *Medical District*. The immediate area contains medical offices, rehabilitation, nursing, and assisted-living uses, including Broadmore Medical Lodge and Lakeshore Assisted Living and Memory Care along Medical Drive. The proposed ambulatory surgery center, wound care clinic, cardiology clinic, and associated medical offices would complement these existing facilities and reinforce the concentration of healthcare-related services envisioned for the district. In addition, both the Broadmore Medical Lodge (49,052 SF) and the Lakeshore Assisted Living and Memory Care (54,107 SF) facilities are zoned the same as the subject property and exceed 25,000 SF.

The proposed building would be centrally positioned on the property, with parking and internal vehicular circulation provided around the structure. The *Concept Plan* proposes access from Medical Drive and does not depict direct driveway access to Horizon Road [FM-3097]. This configuration may reduce access conflicts along the major arterial and direct traffic to the internal medical development roadway. The single-story design may also lessen the visual prominence of the building despite its larger floor area.

The *Concept Plan* generally accommodates the proposed building, parking, internal circulation, pedestrian connections, and service areas. The final design and adequacy of patient drop-off areas, emergency access, loading activities, trash facilities, the generator, and bulk oxygen storage will be evaluated during the site plan and civil engineering review processes.

The *Concept Plan* does not provide sufficient detail to make final determinations concerning parking, landscaping, screening, traffic circulation, fire access, drainage, utilities, or building design; however, these items are not the subject of the current Specific Use Permit (SUP) request, and will be reviewed through the site plan processes. Approval of the Specific Use Permit (SUP) would not waive or modify these requirements.

Approval of a Specific Use Permit (SUP) is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission. In considering the request, the decision-making bodies may evaluate whether the proposed 40,000 SF building is compatible with the scale and character of the surrounding medical developments, whether the proposed site configuration can adequately accommodate the intensity of the use, and whether potential operational and site-design impacts can be addressed through the subsequent site plan review.

NOTIFICATIONS

On July 21, 2026, staff mailed 50 notices to property owners and occupants within 500-feet of the subject property. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). Staff also notified the Rainbow Lakes Homeowner's Association (HOA), which is the only HOA within 1,500-feet of the subject property participating in the Neighborhood Notification Program. At the time this report was drafted, staff had not received any notifications in regards to the applicant's request.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the applicant's request for a Specific Use Permit (SUP) allowing a *Medical Office Exceeding the Maximum Building Size* in a General Retail (GR) District, then staff would propose the following conditions of approval:

- 1) The following conditions pertain to the construction of a *Medical Office Building* on the *Subject Property* and conformance to these requirements are necessary for continued operations:
 - (a) The development of the *Subject Property* shall generally conform to the *Concept Plan* as depicted in *Exhibit 'B'* of this ordinance; and,
 - (b) The proposed *Medical Office Building* shall not exceed 40,000 SF.
- 2) Any construction resulting from the approval of this Specific Use Permit (SUP) shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of

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

PLANNING AND ZONING COMMISSION

On August 11, 2026, the Planning and Zoning Commission approved a motion to recommend approval of the Specific Use Permit (SUP) by a vote of 6-0, with Commissioner Williams absent.



DEVELOPMENT APPLICATION

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

STAFF USE ONLY

PLANNING & ZONING CASE NO. _____

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

DIRECTOR OF PLANNING: _____

CITY ENGINEER: _____

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

PLATTING APPLICATION FEES:

- ☐ MASTER PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ PRELIMINARY PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ FINAL PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ REPLAT (\$500.00 + \$20.00 ACRE) ^{1 & 3}
- ☐ AMENDING OR MINOR PLAT (\$500.00)
- ☐ PLAT REINSTATEMENT REQUEST (\$200.00)

SITE PLAN APPLICATION FEES:

- ☐ SITE PLAN (\$1,000.00 + \$20.00 ACRE) ^{1 & 2}
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$500.00) ²

OTHER APPLICATION FEES:

- ☐ TREE REMOVAL (\$200.00)
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [RESIDENTIAL] (\$200.00) ²
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [COMMERCIAL] (\$1,000.00) ²

ZONING APPLICATION FEES:

- ☐ ZONING CHANGE (\$1,000.00 + \$20.00 ACRE) ^{1 & 3}
- ☐ SPECIFIC USE PERMIT [RESIDENTIAL] (\$200.00 + \$20.00 ACRE) ^{1, 2 & 3}
- ☒ SPECIFIC USE PERMIT [COMMERCIAL] (\$1,000.00 + \$20.00 ACRE) ^{1, 2 & 3}
- ☐ PLANNED DEVELOPMENT DISTRICT (\$1,500.00 + \$20.00 ACRE) ^{1 & 3}
- ☐ PD DEVELOPMENT PLANS (\$1,500.00 + \$20.00 ACRE) ^{1 & 3}

NOTES:

¹: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

²: A \$2,500.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

³: AN ADDITIONAL FEE OF \$150.00 WILL BE REQUIRED FOR THE COST OF NOTIFICATIONS.

PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS _____

SUBDIVISION **E TEAL SURVEY**

LOT _____

TRACT
4-26

BLOCK _____

ABSTRACT
NO. 207

GENERAL LOCATION **UNDEVELOPED LOT BETWEEN MEDICAL DRIVE AND FM 3097**

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING **PD-9**

CURRENT USE **VACANT LOT**

PROPOSED ZONING **PD-9**

PROPOSED USE **EMERGENCY GROUND AMBULANCE SERVICES**

ACREAGE **5.1527 AC**

LOTS [CURRENT] **1**

LOTS [PROPOSED] **1**

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

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

☒ OWNER **JWS Land, Ltd.**

☒ APPLICANT **Kimley-Horn and Associates, Inc.**

CONTACT PERSON **Kelly Cannell**

CONTACT PERSON **Logan Lindsley, PE**

ADDRESS _____

ADDRESS _____

CITY, STATE & ZIP _____

STATE & ZIP _____

PHONE _____

PHONE _____

E-MAIL _____

E-MAIL _____

NOTARY VERIFICATION [REQUIRED]

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

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 1,257.00 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 17th DAY OF JULY, 2026. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

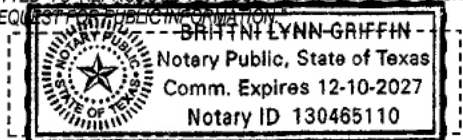
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 17th DAY OF July, 2026

OWNER'S SIGNATURE

Kelly Cannell

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Brittany Griffin



MY COMMISSION EXPIRES 12-10-2027



City of Rockwall

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

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

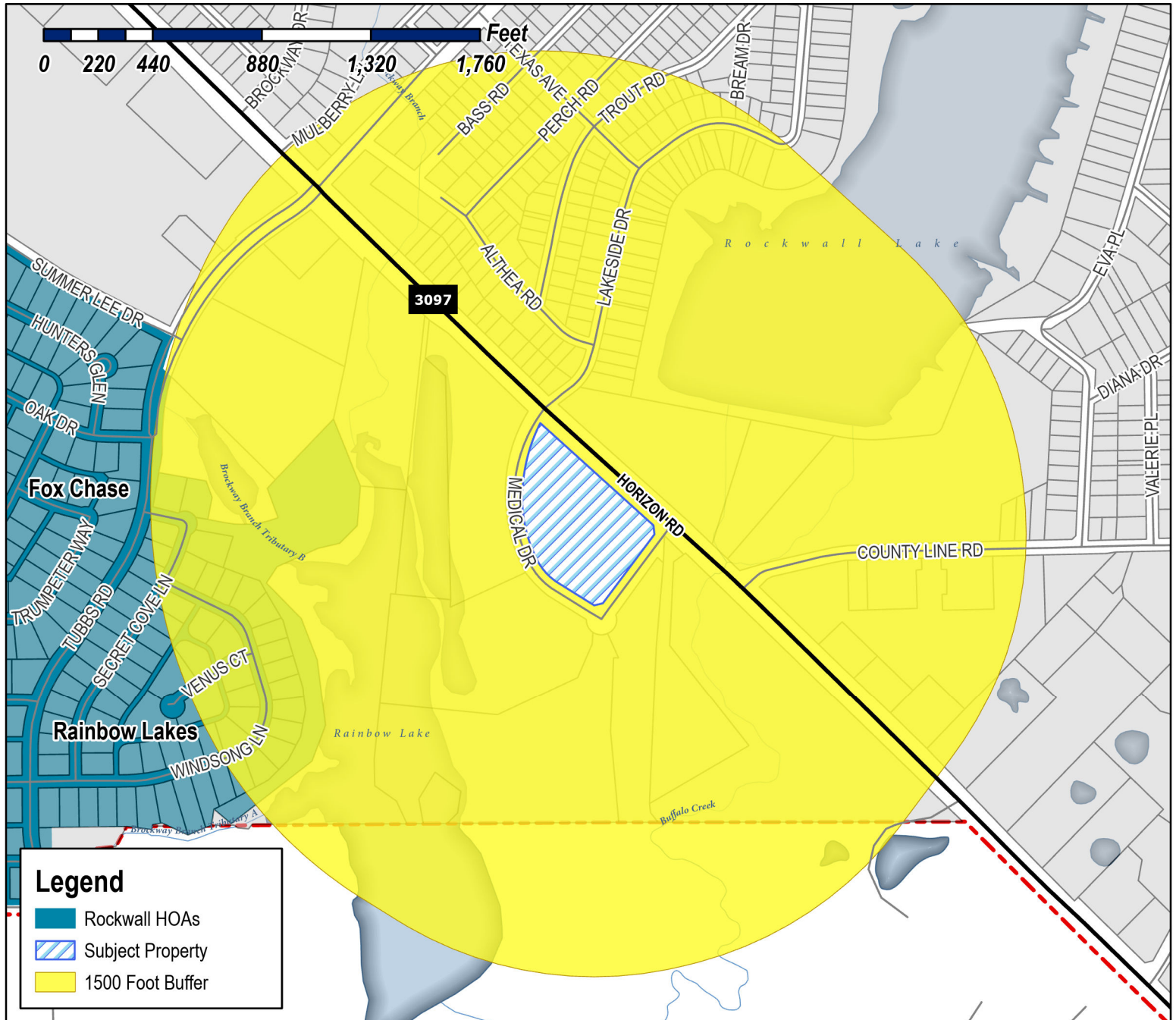




City of Rockwall

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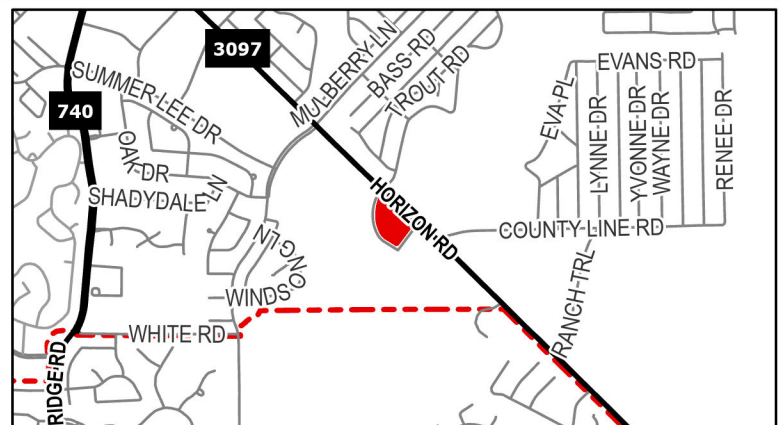
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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



Case Number: Z2026-045
Case Name: SUP for a Medical Office Exceeding the Maximum Building Size in a General Retail District
Case Type: Zoning
Zoning: General Retail (GR) District
Case Address: Medical Drive

Date Saved: 7/17/2026

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



From: [Zavala, Melanie](#)
Cc: [Miller, Ryan](#); [Lee, Henry](#); [Ross, Bethany](#); [Guevara, Angelica](#)
Subject: Neighborhood Notification Program [Z2026-045}
Date: Wednesday, July 22, 2026 11:08:01 AM
Attachments: [Public Notice \(07.21.2026\).pdf](#)
[HOA Map \(07.22.2026\).pdf](#)

HOA/Neighborhood Association Representative:

Per your participation in the Neighborhood Notification Program, you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on Friday, July 24, 2026. The Planning and Zoning Commission will hold a public hearing on Tuesday, August 11, 2026 at 6:00 PM, and the City Council will hold a public hearing on Monday, August 17, 2026 at 6:00 PM. Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

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

-
Z2026-045: SUP for a Medical Office Exceeding the 2500 SF in a General Retail District
Hold a public hearing to discuss and consider a request by Logan Lindsley of Kimley-Horn and Associates, Inc. on behalf of Kelly Cannell of JWS Land, LTD for the approval of a Specific Use Permit (SUP) for a Medical Office Building that Exceeds 25,000 SF in a General Retail (GR) District on a 5.1527-acre parcel of land identified as Tract 4-26 of the E. Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses, generally located at the southeast corner of the intersection of Medical Drive and Horizon Road [i.e. FM-3097], and take any action necessary.

Melanie Zavala

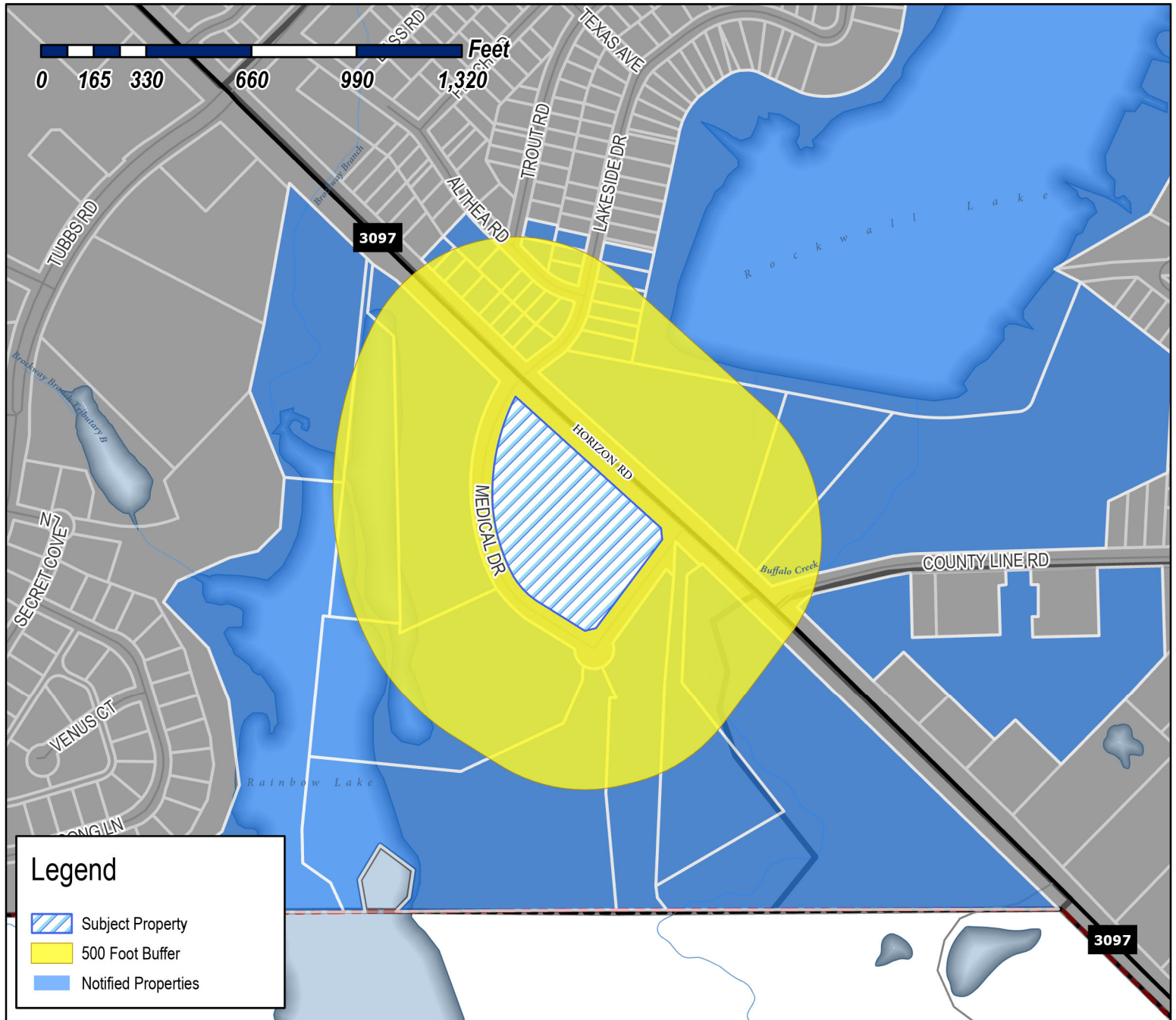
Planning & Zoning Coordinator | Planning Dept. | City of Rockwall
385 S. Goliad Street | Rockwall, TX 75087
[Planning & Zoning Rockwall](#)
972-771-7745 Ext. 6568



City of Rockwall

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

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



Case Number: Z2026-045
Case Name: SUP for a Medical Office Exceeding the Maximum Building Size in a General Retail District
Case Type: Zoning
Zoning: General Retail (GR) District
Case Address: Medical Drive

Date Saved: 7/17/2026

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



RESIDENT
108 ALTHEA RD
ROCKWALL, TX 75032

SHARING SMILES LLC
108 CRYSTAL CT
RICHARDSON, TX 75081

HUCK AMBER L
111 TROUT ST
ROCKWALL, TX 75032

VU RUBY HONG-NGOC
11402 JOLA AVENUE
GARDEN GROVE, CA 92843

ESCOBAR SERGIO & ANABEL
118 ALTHEA RD
ROCKWALL, TX 75032

OJEDA ELIZABETH RODRIGUEZ
128 Althea Rd
Rockwall, TX 75032

SALAZAR JOSE & MARIA E
132 ALTHEA RD
ROCKWALL, TX 75032

WADE CHELSEA L
133 ALTHEA ROAD
ROCKWALL, TX 75032

RESIDENT
139 LAKESIDE DR
ROCKWALL, TX 75032

GUZMAN LUIS & YOLANDA
142 ALTHEA RD
ROCKWALL, TX 75032

RESIDENT
149 LAKESIDE DR
ROCKWALL, TX 75032

RESIDENT
152 ALTHEA RD
ROCKWALL, TX 75032

MCCORMICK SHAWN & NICOLE PERNA
157 LAKESIDE DR
ROCKWALL, TX 75032

RESIDENT
164 ALTHEA RD
ROCKWALL, TX 75032

RESIDENT
165 LAKESIDE DR
ROCKWALL, TX 75032

ESPINOSA DAVID AND ERIN
174 LAKESIDE DR
ROCKWALL, TX 75032

MAKARA MICHAEL AND LYNN
179 LAKESIDE DR
ROCKWALL, TX 75032

RESIDENT
182 LAKESIDE DR
ROCKWALL, TX 75032

PARIS BRIAN I AND LINDSEY
189 LAKESIDE DR
ROCKWALL, TX 75032

RAMIREZ EDDIE RAFAEL & CASSANDRA GAYLE
194 Lakeside Dr
Rockwall, TX 75032

KELLY EDDY DELMAR AND
REX ALLEN KELLY AND RUSSELL GENE KELLY
2324 E I-30
ROYSE CITY, TX 75189

ARP 2014-1 BORROWER LLC
ATTN: PROPERTY TAX DEPARTMENT
23975 Park Sorrento Ste 300
Calabasas, CA 91302

CTR PARTNERSHIP LP
24901 Dana Point Harbor Dr Ste A200
Dana Point, CA 92629

NGUYEN THI THANH HAI
3418 HIGHGATE CT
SACHSE, TX 75048

CITY OF ROCKWALL
385 S GOLIAD ST
ROCKWALL, TX 75087

CASTILLO SILVIA
4125 Horizon Rd
Rockwall, TX 75032

RESIDENT
4175 FM3097
ROCKWALL, TX 75032

RESIDENT
4215 FM3097
ROCKWALL, TX 75032

RESIDENT
4275 FM3097
ROCKWALL, TX 75032

RESIDENT
4325 FM3097
ROCKWALL, TX 75032

RESIDENT
4375 FM3097
ROCKWALL, TX 75032

RESIDENT
4425 FM3097
ROCKWALL, TX 75032

RESIDENT
4485 HORIZON RD
ROCKWALL, TX 75032

GAGNON STEVEN C ETUX SUZANNE
459 WINDING RIDGE LN
ROCKWALL, TX 75032

RESIDENT
4920 HORIZON RD
ROCKWALL, TX 75032

LOPEZ RICARDO C
519 E Interstate 30 PMB 306
Rockwall, TX 75087

RESIDENT
5242 MEDICAL DR
ROCKWALL, TX 75032

RESIDENT
5250 MEDICAL DR
ROCKWALL, TX 75032

RESIDENT
5335 FM3097
ROCKWALL, TX 75032

RAMOS JAIME & JUDITH
5411 VICTOR ST
DALLAS, TX 75214

2026 D MATTHEWS REVOCABLE TRUST
DONNA MATTHEWS - TRUSTEE
5550 HORIZON RD
ROCKWALL, TX 75032

NGUYEN TAMMY
7910 SARAHVILLE DR
DALLAS, TX 75252

NUNEZ LUZ ISELA
8655 Brookhollow Blvd Apt 8102
Frisco, TX 75034

NORTH TEXAS MUNICIPAL WATER DIST
P O BOX 2408
WYLIE, TX 75098

PAIGE RYAN PROPERTIES LLC
P. O. BOX 853
WYLIE, TX 75098

LEJ PARTNERS LTD
PO BOX 1499
PROSPER, TX 75078

NORTH TEXAS MUNICIPAL WATER DIST
PO BOX 2408
WYLIE, TX 75098

FOX CHASE DEVELOPMENT CORP
PO BOX 369
ROCKWALL, TX 75087

JWS LAND LTD
PO Box 6621
McKinney, TX 75071

GRUBBS DAVID G
PO BOX 852
ROCKWALL, TX 75087

PUBLIC NOTICE



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

Property Owner and/or Resident of the City of Rockwall:

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

Z2026-045: SUP for a Medical Office Building that Exceeds 25,000 SF in a General Retail (GR) District

Hold a public hearing to discuss and consider a request by Logan Lindsley of Kimley-Horn and Associates, Inc. on behalf of Kelly Cannell of JWS Land, LTD for the approval of a Specific Use Permit (SUP) for a Medical Office Building that Exceeds 25,000 SF in a General Retail (GR) District on a 5.1527-acre parcel of land identified as Tract 4-26 of the E. Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses, generally located at the southeast corner of the intersection of Medical Drive and Horizon Road [*i.e. FM-3097*], and take any action necessary.

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on Tuesday, August 11, 2026 at 6:00 PM, and the City Council will hold a public hearing on Monday, August 17, 2026 at 6:00 PM. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

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

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

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

Your comments must be received by Monday, August 17, 2026 at 4:00 PM to ensure they are included in the information provided to the City Council.

Sincerely,

Ryan Miller, AICP
Director of Planning & Zoning



MORE INFORMATION ON THIS CASE CAN BE FOUND AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

PLEASE RETURN THE BELOW FORM

Case No. Z2026-045: SUP for a Medical Office Building that Exceeds 25,000 SF in a General Retail (GR) District

Please place a check mark on the appropriate line below:

- ☐ I am in favor of the request for the reasons listed below.
- ☐ I am opposed to the request for the reasons listed below.

Name:

Address:

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

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

Baylor Scott and White Health

301 N Washington Ave

Dallas, TX 75246

angelique.benschneider@bswhealth.org

July 17th, 2026

Planning and Zoning Department

City of Rockwall

385 S. Goliad Street, Rockwall, TX 75087

RE: Letter of Explanation for a Specific Use Permit

Dear Members of Planning and Zoning Commission and City Council,

Please accept this letter and the enclosed materials as our formal request for a Specific Use Permit (SUP) for a proposed ambulatory service center located at the undeveloped lot between Medical Drive and FM 3097.

To assist the city in evaluating this request, we provide the following project details and operational standards:

Property Information & Existing Conditions

- **Site Area:** 5.1527 acres.
- **Current Zoning:** PD-9.
- **Current Use:** Undeveloped Lot.
- **Surrounding Zoning & Uses:** The surrounding area is zoned PD-9 and PD-75. The properties to the north consist of Rockwall Lake and a single-family development, to the south an existing nursing home facility, to the east a wastewater treatment plant, and to the west an undeveloped lot. The proposed use will be compatible with these adjacent properties.

Proposed Use & Operations

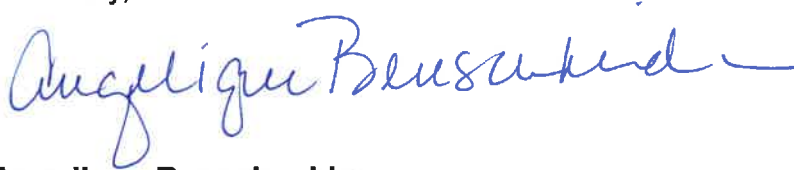
We are proposing to operate an ambulatory service center with the following operational parameters:

- **Hours of Operation:** 7:00 AM – 7:00 PM
- **Number of Employees:** 50 employees

- **Building Size & Height:** The proposed operation will be a 42,000 sq. ft. building, with a maximum height of 36 feet.

We believe this project is a responsible development that will enhance the area while adhering to the City's codes. Thank you for your time, consideration, and review of this SUP application. Please let us know if you require any additional information.

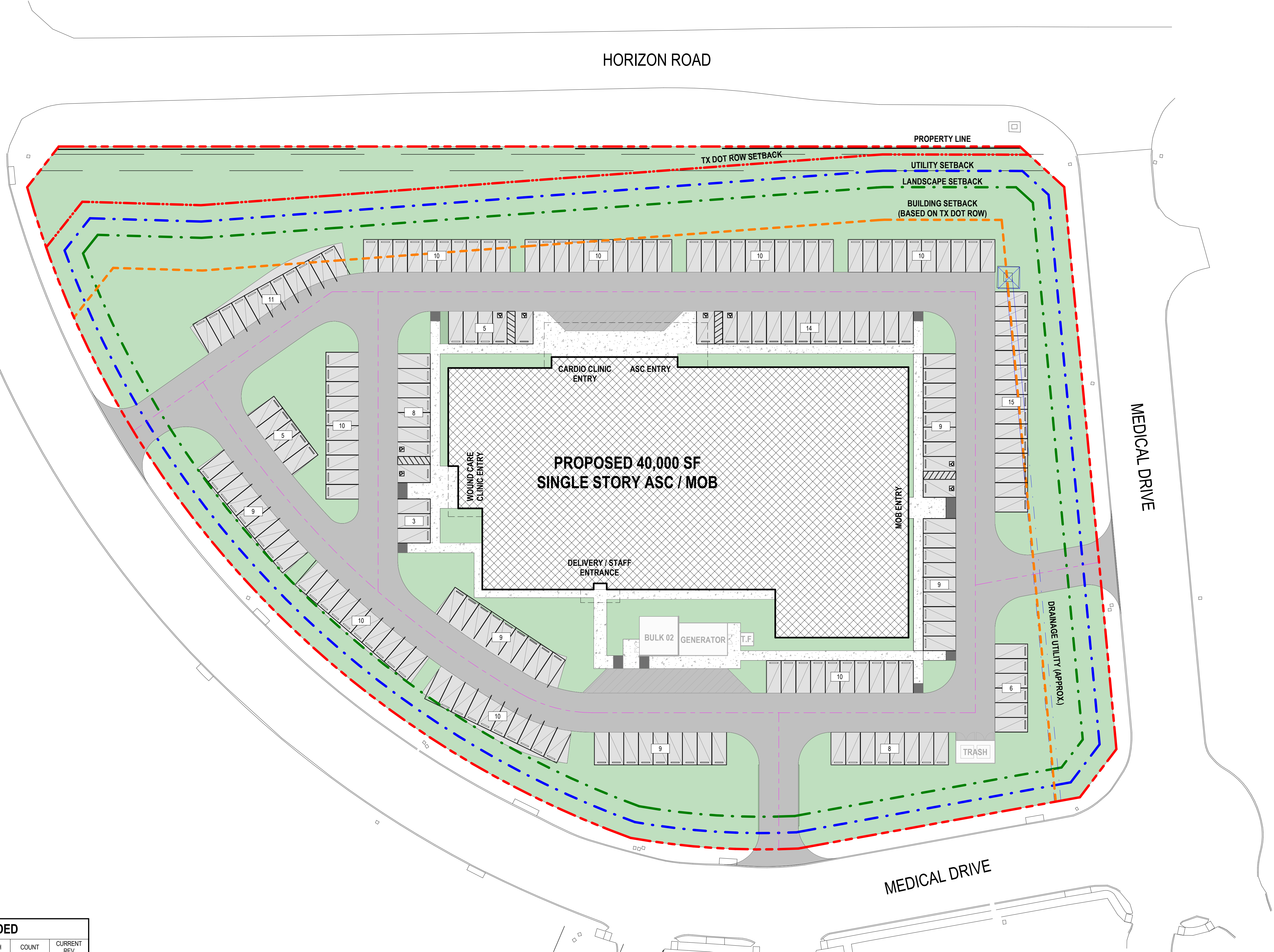
Sincerely,



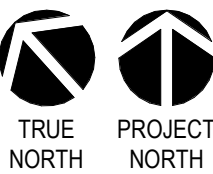
Angelique Benschneider
System VP
Baylor Scott and White Health

PARKING SPACES PROVIDED					
PARKING SPACE TYPE	ANGLE	WIDTH	LENGTH	COUNT	CURRENT REV
ACCESSIBLE (60' ACCESS) 8X20	90.00°	8' - 10 1/2"	20' - 0"	4	
ACCESSIBLE VAN (60' ACCESS) 11X20	90.00°	11' - 0"	20' - 0"	4	
STANDARD 9X20	90.00°	9' - 0"	20' - 0"	192	
				200	

SITE AREA: 5.15 ACRES
DEVELOPABLE SITE AREA: 4.05 ACRES



01 PROPOSED ARCHITECTURAL SITE PLAN
1" = 30'-0"



CITY OF ROCKWALL APPLICATION # Z2026-045

SEAL:
PROJECT NUMBER: 3125074
DATE: 07/17/2026
SHEET TITLE AND NUMBER:

AS1.01

FUTURE EXPANSION
ARCHITECTURAL SITE PLAN

HAMMES PARTNERS HEALTHCARE
BAYLOR SCOTT & WHITE - THE HEART HOSPITAL
ROCKWALL ASC & CLINIC
HORIZON RD. & MEDICAL DR.
ROCKWALL, TX 75032

LEGAL DESCRIPTION

BEING a tract of land situated in the E. Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas and being a part of the remainder of a called 34.212 acre tract of land described in Special Warranty Deed to JWS LAND LTD., recorded in Volume 4476, Page 271, Official Public Records, Rockwall County, Texas, and being all of Lot 1, Block D, Horizon Ridge Medical Park Edward, shown on Exhibit Map by ASA Engineering, dated March 18, 2022, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with a red plastic cap stamped "KHA" set at the northwest corner of a corner clip at the intersection of the northeast right-of-way line of Medical Drive (65' wide, shown on exhibit map by ASA Engineering, dated March 18, 2022), and the southeast right-of-way line of Horizon Road (also known as F.M. 3097, a called variable width right-of-way);

THENCE South 05°27'13" East, with said corner clip, passing at a distance of 1.70 feet, a 5/8" iron rod found for a TXDOT Survey Marker right-of-way monument, continuing a total distance of 37.12 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" set for corner, and being the southeast corner of said corner clip;

THENCE with said northwest right-of-way line of Medical Drive and with the east right-of-way line of Medical Drive, the following courses and distances:

South 36°54'18" West, a distance of 346.06 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" set for corner;

South 79°23'56" West, a distance of 37.01 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" set for corner;

North 58°06'25" West, a distance of 175.34 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" set for corner, said point being the beginning of a non-tangent curve to the right with a radius of 458.82 feet, a central angle of 12°53'07", and a chord bearing and distance of North 44°10'17" West, 102.97 feet;

In the said northwesterly direction, with said non-tangent curve to the right, an arc distance of 103.18 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" set for corner, said point being the beginning of a non-tangent curve to the right with a radius of 595.00 feet, a central angle of 54°23'24", and a chord bearing and distance of North 00°37'51" West, 543.85 feet;

In the said northwesterly direction, with said non-tangent curve to the right, an arc distance of 564.82 feet to a capped iron rod set for the west end of a corner clip at the intersection of the said east right-of-way line of Medical Drive and said southeast right-of-way line of Horizon Road;

THENCE North 79°55'15" East with said corner clip, passing at a distance of 29.06 feet, a 5/8" iron rod found for a TXDOT Survey Marker right-of-way monument, continuing in said northeasterly direction for a total distance of 31.56 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" set for corner, in said southwest right-of-way line of Horizon Road, said point

being the beginning of a non-tangent curve to the right with a radius of 5,779.58 feet, a central angle of 00°03'27", and a chord bearing and distance of South 47°47'00" East, a distance of 5.80 feet;

THENCE with said southwest right-of-way line of Horizon Road, the following courses and distances:

In the said southeasterly direction, with said non-tangent curve to the right, an arc distance of 5.80 feet to a 1/2 iron rod set for corner;

South 47°48'43" East, a distance of 582.91 feet to the **POINT OF BEGINNING** and containing 224,453 square feet or 5.1527 acres of land.

Bearing system based on the State Plane Coordinate System of 1983, Texas North Central Zone (4202), North American Datum of 1983 (2011).

CITY OF ROCKWALL

ORDINANCE NO. 26-XX

SPECIFIC USE PERMIT NO. S-4XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 9 (PD-9) [ORDINANCE NO. 25-02] AND THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A *MEDICAL OFFICE BUILDING THAT EXCEEDS 25,000 SF IN A GENERAL RETAIL (GR) DISTRICT* ON A 5.1527-ACRE PARCEL OF LAND IDENTIFIED AS TRACT 4-26 OF THE E. TEAL SURVEY, ABSTRACT NO. 207, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request by Logan Lindsley of Kimley-Horn and Associates, Inc. on behalf of Kelly Cannell of JWS Land, LTD for the approval of a Specific Use Permit (SUP) for a *Medical Office Building that Exceeds 25,000 SF in a General Retail (GR) District* on a 5.1527-acre parcel of land identified as Tract 4-26 of the E. Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses, generally located at the southeast corner of the intersection of Medical Drive and Horizon Road [i.e. FM-3097], and being more specifically described in *Exhibit 'A'* and depicted in *Exhibit 'B'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that Planned Development District 9 (PD-9) [Ordinance No. 25-02] and the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall should be amended as follows:

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

SECTION 1. That Planned Development District 9 (PD-9) [Ordinance No. 25-02] and the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing for the construction of a *Medical Office Building that Exceeds 25,000 SF in a General Retail (GR) District* in accordance with Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [Ordinance No. 20-02] on the *Subject Property*; and,

Z2026-045: SUP for Medical Office Building that Exceeds 25,000 SF in a General Retail (GR) District Page | 1
Ordinance No. 26-XX; SUP # S-4XX

City of Rockwall, Texas

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Planned Development District 9 (PD-9) [Ordinance No. 25-02] and Subsection 04.01, *General Commercial District Standards*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02] -- as heretofore amended and may be amended in the future -- and with the following conditions:

2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the construction of a *Medical Office Building* on the *Subject Property* and conformance to these requirements are necessary for continued operations:

- 1) The development of the *Subject Property* shall generally conform to the *Concept Plan* as depicted in *Exhibit 'B'* of this ordinance; and,
- 2) The proposed *Medical Office Building* shall not exceed 40,000 SF.

2.2 COMPLIANCE

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

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

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

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 8TH DAY OF SEPTEMBER, 2026.

Tim McCallum, *Mayor*

ATTEST:

Kristy Teague, *City Secretary*

APPROVED AS TO FORM:

Frank J. Garza, *City Attorney*

1st Reading: August 17, 2026

2nd Reading: September 8, 2026

Exhibit 'A':
Legal Description

BEING a tract of land situated in the E. Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas and being a part of the remainder of a called 34.212-acre tract of land described in Special Warranty Deed to JWS LAND LT D., recorded in Volume 4476, Page 271, Official Public Records, Rockwall County, Texas, and being all of Lot 1, Block D, Horizon Ridge Medical Park Edward, shown on Exhibit Map by ASA Engineering, dated March 18, 2022, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with a red plastic cap stamped "KHA" set at the northwest corner of a corner clip at the intersection of the northeast right-of-way line of Medical Drive (65' wide, shown on exhibit map by ASA Engineering, dated March 18, 2022), and the southeast right-of-way line of Horizon Road (also known as F.M. 3097, a called variable width right-of-way);

THENCE South 05°27'13" East, with said corner clip, passing at a distance of 1.70 feet, a 5/8" iron rod found for a TXDOT Survey Marker right-of-way monument, continuing a total distance of 37.12 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" set for corner, and being the southeast corner of said corner clip;

THENCE with said northwest right-of-way line of Medical Drive and with the east right-of-way line of Medical Drive, the following courses and distances:

South 36°54'18" West, a distance of 346.06 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" set for corner;

South 79°23'56" West, a distance of 37.01 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" set for corner;

North 58°06'25" West, a distance of 175.34 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" set for corner, said point being the beginning of a non-tangent curve to the right with a radius of 458.82 feet, a central angle of 12°53'07", and a chord bearing and distance of North 44°10'17" West, 102.97 feet;

In the said northwesterly direction, with said non-tangent curve to the right, an arc distance of 103.18 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" set for corner, said point being the beginning of a non-tangent curve to the right with a radius of 595.00 feet, a central angle of 54°23'24", and a chord bearing and distance of North 00°37'51" West, 543.85 feet;

In the said northwesterly direction, with said non-tangent curve to the right, an arc distance of 564.82 feet to a capped iron rod set for the west end of a corner clip at the intersection of the said east right-of-way line of Medical Drive and said southeast right-of-way line of Horizon Road;

THENCE North 79°55'15" East with said corner clip, passing at a distance of 29.06 feet, a 5/8" iron rod found for a TXDOT Survey Marker right-of-way monument, continuing in said northeasterly direction for a total distance of 31.56 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" set for corner, in said southwest right-of-way line of Horizon Road, said point being the beginning of a non-tangent curve to the right with a radius of 5,779.58 feet, a central angle of 00°03'27", and a chord bearing and distance of South 47°47'00" East, a distance of 5.80 feet;

THENCE with said southwest right-of-way line of Horizon Road, the following courses and distances:

In the said southeasterly direction, with said non-tangent curve to the right, an arc distance of 5.80 feet to a 1/2 iron rod set for corner;

South 47°48'43" East, a distance of 582.91 feet to the POINT OF BEGINNING and containing 224,453 square feet or 5.1527 acres of land.

Bearing system based on the State Plane Coordinate System of 1983, Texas North Central Zone (4202), North American Datum of 1983 (2011).

Concept Plan

PROPOSED 40,000 SF
SINGLE STORY ASC / NOB

WOUND CARE CLINIC ENTRY

CARDIAC CLINIC

ASC ENTRY

MOB ENTRY

BUILDING ENTRY

BUILDING ELEVATOR

LANDSCAPE SETBACK
(BASED ON 15' SETBACK)

UTILITY SETBACK

PROPERTY LINE

HORIZON ROAD

MEDICAL DRIVE

DRAINAGE UTILITY (APPROX)

[illegible]

SITE AREA: 5.15 ACRES
DEVELOPABLE SITE AREA: 4.05 ACRES

City of Rockwall, Texas



CITY OF ROCKWALL

CITY COUNCIL MEMORANDUM

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

DATE: August 17, 2026

APPLICANT: Pascual Mojica

CASE NUMBER: Z2026-046; *Specific Use Permit (SUP) for Residential Infill in an Established Subdivision at 176 Diana Drive*

On August 11, 2026, the Planning and Zoning Commission held a public hearing on *Case No. Z2026-046*, and approved a motion to continue the public hearing to the August 25, 2026 Planning and Zoning Commission meeting by a vote of 6-0, with Commissioner Williams absent. The purpose of this action was to allow additional time to prepare and submit revised building renderings of the proposed home. According to Subsection 02.03, *Procedures for Zoning Applications*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC), “(a) public hearing that was noticed in the manner prescribed by Subsection 02.03(A) [Article 11; UDC] may be postponed by announcing the postponement at the time and place of the noticed public hearing. The postponement of a public hearing shall be to a specific time and date no later than 30-days from the first or most recent public hearing. A postponed public hearing shall be presumed to be held in the same location as the initial public hearing, unless a different location is announced. The announcement of a postponement at a public hearing shall be sufficient notice and no additional notice is required.” This means that the City Council will need to announce the new public hearing date of September 8, 2026. No further action or motions are required. Should the City Council have any questions, staff will be available at the August 17, 2026 City Council Meeting.



CITY OF ROCKWALL

CITY COUNCIL MEMORANDUM

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

DATE: August 17, 2026

APPLICANT: Pascual Mojica

CASE NUMBER: Z2026-047; *Specific Use Permit (SUP) for Residential Infill in an Established Subdivision at 184 Diana Drive*

On August 11, 2026, the Planning and Zoning Commission held a public hearing on *Case No. Z2026-047*, and approved a motion to continue the public hearing to the August 25, 2026 Planning and Zoning Commission meeting by a vote of 6-0, with Commissioner Williams absent. The purpose of this action was to allow additional time to prepare and submit revised building renderings of the proposed home. According to Subsection 02.03, *Procedures for Zoning Applications*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC), “(a) public hearing that was noticed in the manner prescribed by Subsection 02.03(A) [Article 11; UDC] may be postponed by announcing the postponement at the time and place of the noticed public hearing. The postponement of a public hearing shall be to a specific time and date no later than 30-days from the first or most recent public hearing. A postponed public hearing shall be presumed to be held in the same location as the initial public hearing, unless a different location is announced. The announcement of a postponement at a public hearing shall be sufficient notice and no additional notice is required.” This means that the City Council will need to announce the new public hearing date of September 8, 2026. No further action or motions are required. Should the City Council have any questions, staff will be available at the August 17, 2026 City Council Meeting.



CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council
DATE: August 17, 2026
APPLICANT: Mike Peoples
CASE NUMBER: P2026-026; *Replat for Lots 9-11, Block A, J. D. Crocker Addition*

SUMMARY

Consider a request by Mike Peoples on behalf of Donnie Peoples for the approval of a *Replat* for Lots 9, 10, & 11, Block A, J. D. Crocker Addition being a 3.721-acre tract of land identified as Lot 1, Block A, J. D. Crocker Addition, City of Rockwall, Rockwall County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), addressed as 207 Peoples Lane, and take any action necessary.

PLAT INFORMATION

- ☑ Purpose. The applicant is requesting the approval of a *Replat* for a 3.721-acre tract of land (*i.e. Lot 1, Block A, J. D. Crocker Addition*) for the purpose of creating three (3) lots (*i.e. Lots 9-11, Block A, J. D. Crocker Addition*). In accordance with the *Interim Interlocal Agreement By and Between the City of Rockwall and Rockwall County*, staff provided the applicant's plat to Rockwall County for review. Rockwall County determined that the submitted plat meets the requirements of the *Interim Interlocal Agreement By and Between the City of Rockwall and Rockwall County*.
- ☑ Conformance to the Interlocal Agreement. In accordance with Article 6, *City Authority and Responsibilities*, of the *Interim Interlocal Agreement by and Between the City of Rockwall and Rockwall County*, the applicant is requesting approval of an Exception to the minimum lot frontage requirements. The *Interim Interlocal Agreement by and Between the City of Rockwall and Rockwall County* states that all lots between 1.00 and 3.00-acres is required to have 150-feet of frontage onto a public roadway. In this case, the applicant is requesting a lot frontage of 20-feet on Lots 10 & 11. Staff should note that subject property is currently being used in this manner, and the applicant is looking to remedy these conditions. With this being said, the City Council -- *pending a recommendation from the Planning and Zoning Commission* -- is tasked with taking action on the requested Exception request. Outside of the requested Exception, the surveyor has completed the majority of the technical revisions requested by staff, and this plat -- *conforming to the requirements for plats as stipulated by the Interim Interlocal Agreement by and Between the City of Rockwall and Rockwall County* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☑ Conformance to the Subdivision Ordinance. The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- *conforming to the requirements for plats as stipulated by the Chapter 38, Subdivisions, of the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☑ Conditional Approval. Conditional approval of this *Replat* by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- ☑ Conformance of the Subdivision Plat. With the exception of the items listed in the *Exemptions, Exceptions, or Variances to the Subdivision Regulations* and the *Conditions of Approval* sections of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Regulation for Review of Plats* in the Extraterritorial Jurisdiction (ETJ) of the City.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the Replat for *Lots 9-11, Block A, J. D. Crocker Addition*, staff would propose the following conditions of approval:

- (1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat.
- (2) Any construction resulting from the approval of this Replat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On August 11, 2026, the Planning and Zoning Commission approved a motion to recommend approval of the replat by a vote of 6-0, with Commissioner Williams absent.



DEVELOPMENT APPLICATION

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

STAFF USE ONLY

PLANNING & ZONING CASE NO. _____

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

DIRECTOR OF PLANNING: _____

CITY ENGINEER: _____

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

PLATTING APPLICATION FEES:

- ☐ MASTER PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ PRELIMINARY PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ FINAL PLAT (\$500.00 + \$20.00 ACRE) ¹
- ☐ REPLAT (\$500.00 + \$20.00 ACRE) ^{1&3}
- ☐ AMENDING OR MINOR PLAT (\$500.00)
- ☐ PLAT REINSTATEMENT REQUEST (\$200.00)

SITE PLAN APPLICATION FEES:

- ☐ SITE PLAN (\$1,000.00 + \$20.00 ACRE) ^{1&2}
- ☐ AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$500.00) ²

OTHER APPLICATION FEES:

- ☐ TREE REMOVAL (\$200.00)
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [RESIDENTIAL] (\$200.00) ²
- ☐ VARIANCE REQUEST/SPECIAL EXCEPTIONS [COMMERCIAL] (\$1,000.00) ²

ZONING APPLICATION FEES:

- ☐ ZONING CHANGE (\$1,000.00 + \$20.00 ACRE) ^{1&3}
- ☐ SPECIFIC USE PERMIT [RESIDENTIAL] (\$200.00 + \$20.00 ACRE) ^{1,2&3}
- ☐ SPECIFIC USE PERMIT [COMMERCIAL] (\$1,000.00 + \$20.00 ACRE) ^{1,2&3}
- ☐ PLANNED DEVELOPMENT DISTRICT (\$1,500.00 + \$20.00 ACRE) ^{1&3}
- ☐ PD DEVELOPMENT PLANS (\$1,500.00 + \$20.00 ACRE) ^{1&3}

NOTES:

¹: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

²: A \$2,500.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

³: AN ADDITIONAL FEE OF \$150.00 WILL BE REQUIRED FOR THE COST OF NOTIFICATIONS.

PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS: 207 Peoples Ln
SUBDIVISION: Wooldridge Estates LOT: 1 BLOCK: JD Crocker Ed.
GENERAL LOCATION: OFF OF FM 3549

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING: Residential 3.22 AC CURRENT USE: Home.
PROPOSED ZONING: 3 lots. PROPOSED USE: Home.
ACREAGE: 3.721 LOTS [CURRENT]: 1 LOTS [PROPOSED]: 3

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

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

☐ OWNER: Donnie Peoples ☒ APPLICANT: Mike Peoples
CONTACT PERSON: Mike Peoples CONTACT PERSON: _____
ADDRESS: _____ ADDRESS: _____
CITY, STATE & ZIP: _____ CITY, STATE & ZIP: _____
PHONE: _____ PHONE: _____
E-MAIL: _____ E-MAIL: _____

NOTARY VERIFICATION [REQUIRED]

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

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ _____ TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE July 16 2026 DAY OF 20. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF July 2026

OWNER'S SIGNATURE

Donnie Peoples

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

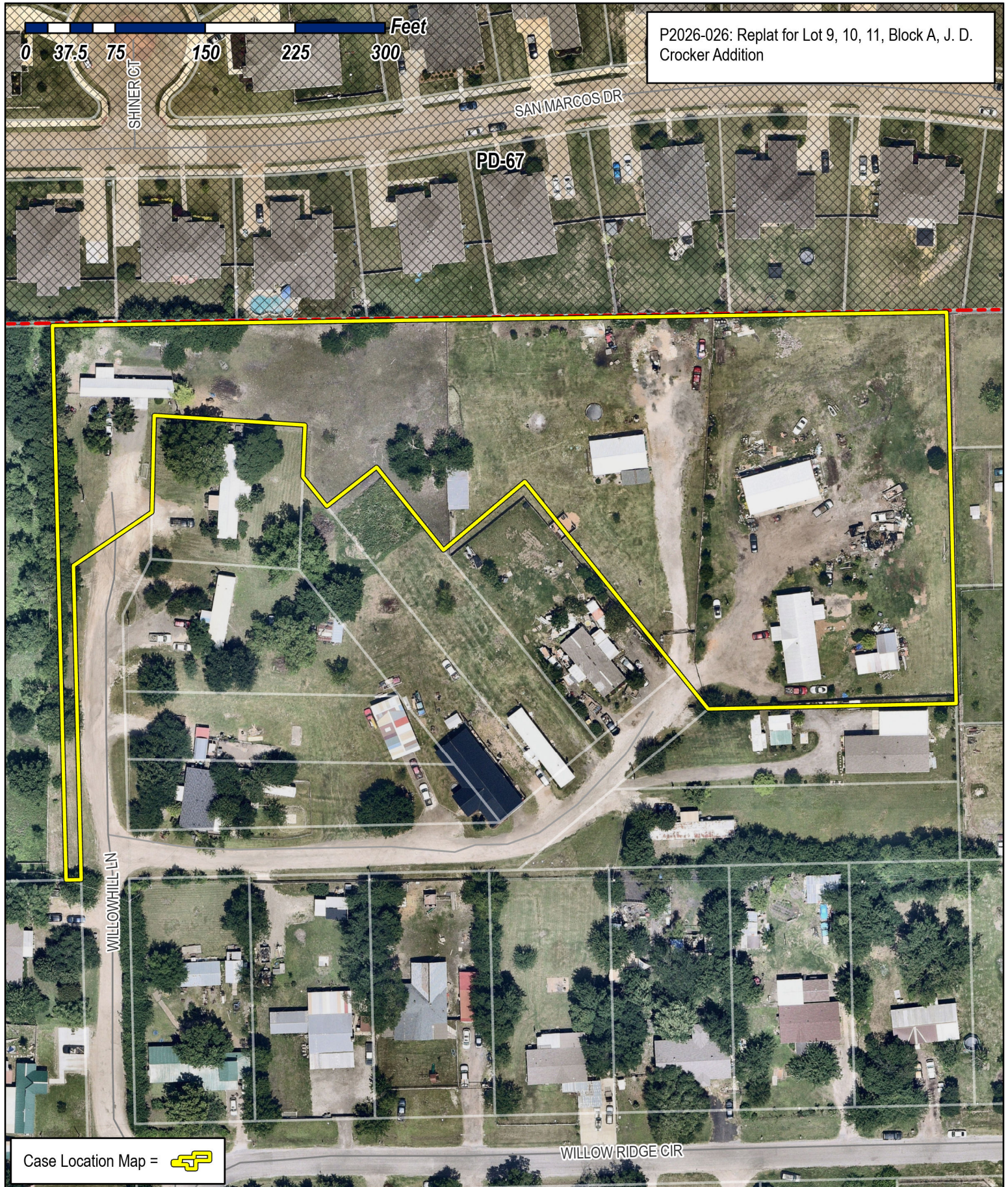
Robert Lee Bass



ROBERT LEE BASS
NOTARY PUBLIC, STATE OF TEXAS
ID # 12344082
COMM. EXP. 05-26-2028

MY COMMISSION EXPIRES

6-26-2028



Case Location Map = 



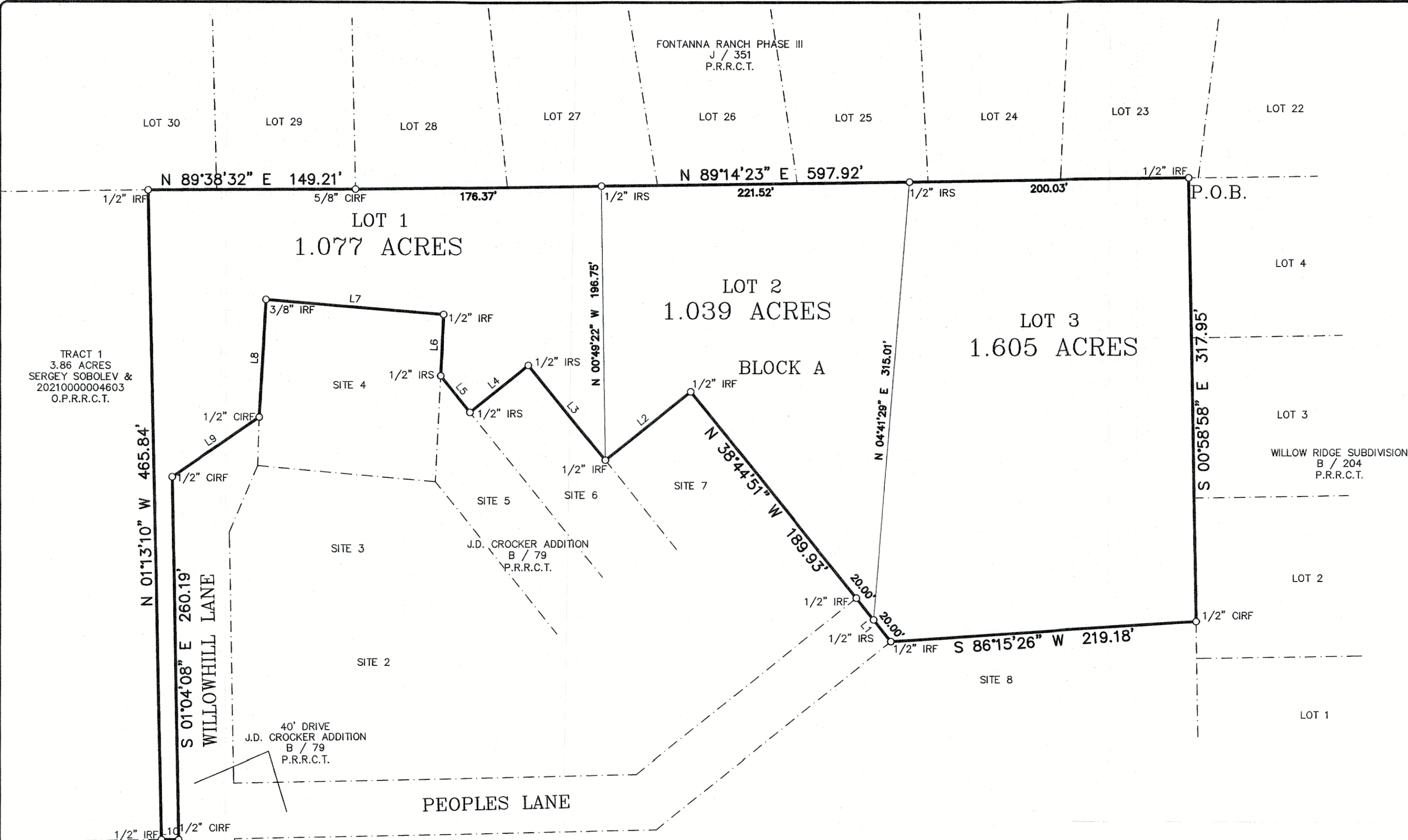
City of Rockwall

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

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



LINE	BEARING	DISTANCE
L1	N 38°44'19" W	40.00'
L2	S 51°12'43" W	78.92'
L3	N 38°44'16" W	87.87'
L4	S 51°15'41" W	54.01'
L5	N 38°44'19" W	33.29'
L6	N 02°38'39" E	44.03'
L7	N 85°17'10" W	128.15'
L8	S 03°16'19" W	84.59'
L9	S 55°29'19" W	75.82'
L10	N 89°46'35" W	12.40'

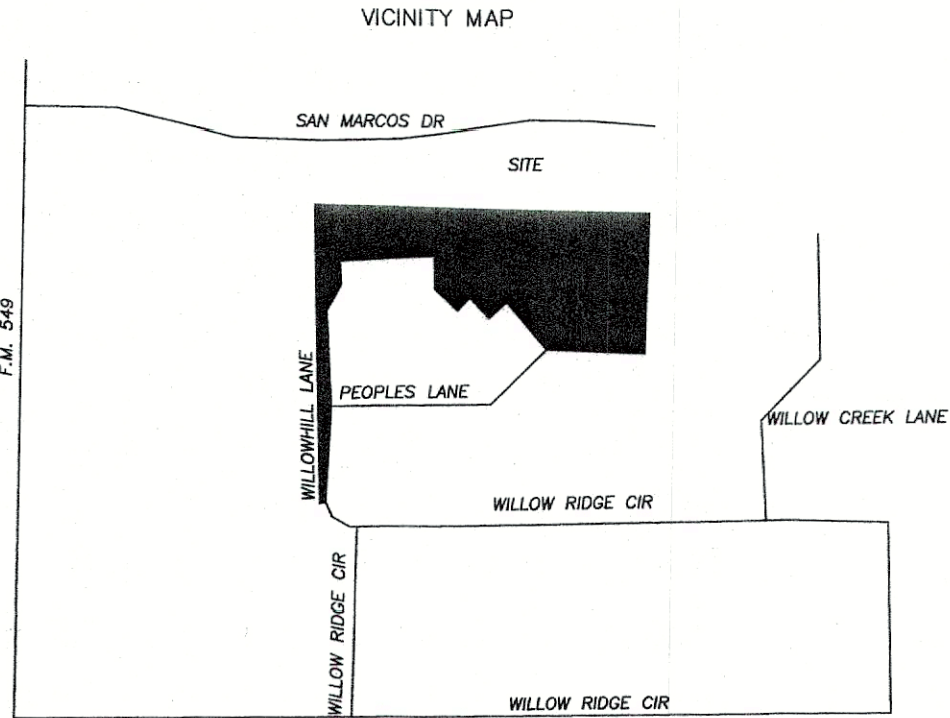


**REPLAT OF LOT 1, BLOCK A OF
J.D. CROCKER ADDITION**

CITY OF ROCKWALL,
ROCKWALL COUNTY, TEXAS
3.721 ACRES
JANUARY, 2024

Owner:
Donnie Peoples
589 Cornelius
Rockwall, Texas 75087

Surveyor:
Eyncon Eng. & Surveying
2616 Stonewall St., P.O. Box 1025
Greenville, Texas 75401
(903) 450-9837



LEGEND

○ PROPERTY CORNER	⊗ WATER VALVE	△ TELE. PEDESTAL	⊙ MAILBOX	—X— WIRE FENCE	—G— GAS
⊙ POWER POLE	⊙ FIRE HYDRANT	△ FIBER OPTIC MARKER	⊙ HVAC	—O— CHAINLINK FENCE	—W— WATER
⊙ GUY WIRE	⊙ GAS METER	△ CATV CABLE TV PEDESTAL	⊙ TRAFFIC SIGN	—//— WOOD FENCE	—FO— FIBER OPTIC
⊙ ELEC. TRANS.	⊙ GAS LINE MARKER	⊙ CLEANOUT	⊙ SAN. SEWER MANHOLE	—□— IRON FENCE	—SS— SANITARY SEWER
⊙ ELECTRIC METER	⊙ GAS VALVE	⊙ SEPTIC	⊙ STORM SEWER MANHOLE	—E— ELECTRIC	—ST— STORM SEWER
⊙ WATER METER	⊙ PIPELINE MARKER	⊙ AEROBIC	⊙ LIGHT POLE	—U— UNDERGROUND ELEC.	

.. \Eyncon.png
P.O. BOX 1025 • GREENVILLE, TX 75403
www.eyncon.com • (903) 450-9837

DATE: DEC. 21, 2023	JOB NO.: 20923099
DRAWN BY: S. HOLDER	DWG: PLAT
SCALE: 1" = 100'	FIRM REG. CERT. #10022400

3.721 TOTAL ACRES

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS **DONNIE PEOPLES**, are the sole owner of a tract of land within the County of Rockwall, State of Texas, said tract being described as follows:

LEGAL DESCRIPTION

BEING a tract or parcel of land situated in Rockwall County, Texas, being all of Lot 1, Block A of J.D. CROCKER ADDITION, an addition to Rockwall County, Texas as recorded in Cabinet B on Slide 79 of the Plat Records of Rockwall County, Texas and being further described as follows:

BEGINNING at a 1/2 inch iron rod found for a corner at the northeast corner of Lot 1;
THENCE S 00°58'58" E along the east line of Lot 1, a distance of 317.95 feet to a capped 1/2 inch iron rod found for a corner at the southeast corner of Lot 1;
THENCE S 86°15'26" W along the south line of Lot 1, a distance of 219.18 feet to a 1/2 inch iron rod set for a corner on the south line of Peoples Lane;
THENCE N 38°44'19" W a distance of 40.00 feet to a 1/2 inch iron rod found for a corner on the north line of Peoples Lane;
THENCE N 38°44'51" W a distance of 189.93 feet to a 1/2 inch iron rod found for a corner;
THENCE S 51°12'43" W a distance of 78.92 feet to a 1/2 inch iron rod found for a corner;
THENCE N 38°44'16" W a distance of 87.87 feet to a 1/2 inch iron rod set for a corner;
THENCE S 51°15'41" W a distance of 54.01 feet to a 1/2 inch iron rod set for a corner;
THENCE N 38°44'19" W a distance of 33.29 feet to a 1/2 inch iron rod set for a corner;
THENCE N 02°38'39" E a distance of 44.03 feet to a 1/2 inch iron rod found for a corner;
THENCE N 85°17'10" W a distance of 128.15 feet to a 3/8 inch iron rod found for a corner;
THENCE S 03°16'19" W a distance of 84.59 feet to a capped 1/2 inch iron rod found for a corner;
THENCE S 55°29'19" W a distance of 75.82 feet to a capped 1/2 inch iron rod found for a corner on the west line of Willowhill Lane;
THENCE S 01°04'08" E along the west line of Willowhill Lane, a distance of 260.19 feet to a capped 1/2 inch iron rod found for a corner;
THENCE N 89°46'35" W a distance of 12.40 feet to a 1/2 inch iron rod found for a corner at the southwest corner of Lot 1;
THENCE N 01°13'10" W along the west line of Lot 1, a distance of 465.84 feet to a 1/2 inch iron rod found for a corner at the northwest corner of Lot 1;
THENCE N
THENCE N 00°15'00" W along the west line of said 3.500 acre tract and the center of Smith Road, a distance of 337.59 feet returning to the Point of Beginning and containing 3.486 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

I the undersigned owner of the land shown on this plat, and designated herein as the REPLAT OF LOT 1, BLOCK A OF J.D. CROCKER ADDITION, subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I (we) further certify that all other parties who have a mortgage or lien interest in the REPLAT OF LOT 1, BLOCK A OF J.D. CROCKER ADDITION, subdivision have been notified and signed this plat.

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

- 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/property owner and subdivision engineer shall bear total responsibility for storm drain improvements.
- The developer/property owner shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
- No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or Until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

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

Donnie Peoples

STATE OF TEXAS
COUNTY OF _____

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

Given upon my hand and seal of office this the _____ day of _____, _____.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Donald S. Holder, Registered Professional Land Surveyor, 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.

Donald S. Holder
Registered Public Surveyor No. 5266

STATE OF TEXAS:
COUNTY OF Hunt:

BEFORE ME, the undersigned authority, a Notary Public in and for Hunt County, Texas, on this day personally appeared the person(s) whose name(s) is (are) subscribed to the foregoing instrument and they acknowledge same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of February, 20 24

Traci Mott
Notary Public in and for Hunt County, Texas

STANDARD CITY SIGNATURE BLOCK

APPROVED:

I hereby certify that the above and forgoing plat of REPLAT OF LOT 1, BLOCK A OF J.D. CROCKER ADDITION was reviewed by the Planning and Zoning Commission and approved by the City Council of the City of Rockwall, Texas for the preparation of a Final Plat on the _____ day of _____.

MAYOR OF THE CITY OF ROCKWALL

PLANNING AND ZONING CHAIRMAN

CITY SECRETARY

CITY ENGINEER

- General Notes:
- Bearings are based on WGS84.
 - According to the Flood Insurance Rate Map No. 48397C0045L dated September 26, 2008, published by The Federal Emergency Management Agency, the subject property lies within Flood Zone "X" and is not shown to be within a special flood hazard area. This statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
 - Subdivider's Statement. Selling a portion of this addition by metes and bounds is unlawful and a violation of the Subdivision Ordinance of the City of Rockwall and Chapter 212, Municipal Regulation of Subdivisions and Property Development, of the Texas Local Government Code, and shall be subject to the City of Rockwall withholding utilities and building permits.
 - (2) Public Improvement Statement. It shall be the policy of the City of Rockwall to withhold issuing buildings permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a subdivision plat by the City of Rockwall does not constitute any representation, assurance or guarantee that any building within such subdivision plat shall be approved, authorized, or permit issued, nor shall such approval constitute any representation, assurance or guarantee by the City of Rockwall of the adequacy and availability for water and sanitary sewer for personal use and fire protection within such subdivision plat, as required under the Subdivision Ordinance of the City of Rockwall.
 - (3) Drainage and Detention Easements. The property owner shall be responsible for maintaining, repairing, and replacing and shall bear sole liability of all systems within the drainage and detention easements.
 - (4) Fire Lanes. All Fire Lanes will be constructed, maintained, repaired and replaced by the property owner. Fire Lanes shall be constructed in accordance with the approved Civil Engineering Plans for both on-site and off-site Fire Lane improvements.
 - (5) Street Appurtenances. All decorative signage, posts, or lights installed in public right-of-way shall be installed, maintained, repaired, and replaced by the Homeowner's Association (HOA)

REPLAT OF LOT 1, BLOCK A OF
J.D. CROCKER ADDITION
CITY OF ROCKWALL,
ROCKWALL COUNTY, TEXAS
3.721 ACRES
JANUARY, 2024

Owner:
Donnie Peoples
589 Cornelius
Rockwall, Texas 75087

Surveyor:
Eyncon Eng. & Surveying
2616 Stonewall St., P.O. Box 1025
Greenville, Texas 75401
(903) 450-9837

3.721 TOTAL ACRES

LEGEND				DATE: DEC. 21, 2023		JOB NO.: 20923099	
○ PROPERTY CORNER	⊗ WATER VALVE	△ TELE. PEDESTAL	⊙ MAILBOX	—X— WIRE FENCE	—G— GAS	DRAWN BY: S. HOLDER	
⊕ POWER POLE	⊕ FIRE HYDRANT	△ FIBER OPTIC MARKER	⊕ HVAC	—O— CHAINLINK FENCE	—W— WATER		
← GUY WIRE	⊕ GAS METER	△ CATV CABLE TV PEDESTAL	⊕ TRAFFIC SIGN	—//— WOOD FENCE	—FO— FIBER OPTIC	SCALE: 1" = 100'	
⊠ ELEC. TRANS.	⊕ GL GAS LINE MARKER	⊕ CLEANOUT	⊕ SAN. SEWER MANHOLE	—□— IRON FENCE	—SS— SANITARY SEWER		
⊕ ELECTRIC METER	⊕ GAS VALVE	⊕ SEPTIC	⊕ STORM SEWER MANHOLE	—E— ELECTRIC	—ST— STORM SEWER	FIRM REG. CERT. #10022400	
⊕ WATER METER	⊕ PL PIPELINE MARKER	⊕ AER AEROBIC	⊕ LIGHT POLE	—UGF— UNDERGROUND ELEC.			

.. \Eyncon.png

P.O. BOX 1025 • GREENVILLE, TX 75403
www.eyncon.com • (903) 450-9837



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Jeffrey Widmer, Director / Building Official

DATE: August 17, 2026

SUBJECT: Sign Variance request for Bobo's Appliances wall (window) signs

Muhammad Zafar with Bobo's Appliances located at 1107 Ridge Road has requested to appear before City Council to seek a variance to the City's sign ordinance standards. Mr. Zafar is requesting to keep the window signs he has installed on his storefront façade, without a permit.

Our sign ordinance does allow signage on storefront windows; however, window signage is considered wall signage and must comply with wall sign size limitations. Window signs totaling a maximum of 10% of a storefront are allowed. Mr. Zafar's storefront façade is 1188 square feet, which would allow a maximum of 119 square feet of combined wall signage.

Mr. Zafar applied for and obtained a permit for his 116 square feet Bobo's Appliances wall sign but failed to include the window signage that he subsequently installed on his storefront windows. The window signage that he installed without a permit equals approximately 225 square feet of additional wall signage.

Our sign ordinance contains provisions for variance requests regarding allowable area of wall signs. Section 32-151 (a) City Council approval – states the following: The city council may grant variances to this chapter as follows:

(5) Allowable area of wall signs when the literal enforcement of this chapter would, in the opinion of the city council, create an undue hardship on the applicant due to the unique character of a building or building space. The city council may consider characteristics such as the design, location, and visibility of the sign and building, as well as the proximity of the proposed sign location to other buildings and roadways.

Mr. Zafar has submitted the attached letter explaining why he believes the proposed window signage will be necessary. In addition, Staff has included a site plan designating the business location, as well as exhibits showing the permitted Bobo's Appliances sign and the non-permitted window signs Mr. Zafar is asking to keep.

Widmer, Jeffrey

From: Bobos Appliance Rockwall <rockwall@bobosappliance.com>
Sent: Monday, August 10, 2026 1:57 PM
To: Widmer, Jeffrey
Subject: Additional Information for Sign Variance Request – Bobo’s Appliances, 1107 Ridge Road, Suite B
Attachments: IMG_3311.jpeg; IMG_3313.jpeg; IMG_3442.jpeg; IMG_3443.jpeg; IMG_3325.jpeg; IMG_3312.jpeg; Variance_Request_Stronger_Bobos_Appliances.pdf

Subject: Additional Information for Sign Variance Request – Bobo’s Appliances, 1107 Ridge Road, Suite B

Dear Jeffrey,

Thank you for your assistance with our variance request and for presenting our application at the upcoming meeting. I wanted to provide additional background, measurements, and context regarding the window graphics at **Bobo’s Appliances, 1107 Ridge Road, Suite B, Rockwall, TX 75087**, so that the Board has a complete understanding of the circumstances surrounding our request.

Window Dimensions and Existing Graphics

The approximate storefront glass dimensions are as follows:

- **Five lower window sections:** 82" × 63½" each — approximately **180.8 sq. ft.**
- **Five upper window sections:** 21" × 63½" each — approximately **46.3 sq. ft.**
- **One smaller lower window:** 82" × 44½" — approximately **25.3 sq. ft.**
- **One smaller upper window:** 21" × 44½" — approximately **6.5 sq. ft.**
- **Two door-glass sections:** approximately 76½" × 36½" each — approximately **38.8 sq. ft. total**

This represents approximately **297.7 sq. ft. of total storefront glass area.**

Importantly, the **upper window sections are completely uncovered.** The graphics are primarily on the lower window sections, and only approximately **50% of the two door-glass panels** contain graphics. Based on these measurements, the approximate area of the glass sections receiving graphics is **225.5 sq. ft.**

The material we installed is **70/30 perforated one-way vision vinyl**, rather than a completely solid opaque wrap. The perforations allow visibility and natural light through the windows from inside the store.

Existing Conditions When We Acquired the Property

I would also respectfully ask that the Board be made aware of an important part of the history of this location.

Window wraps were already installed on the storefront when we acquired the lease. In fact, the previous window treatment included substantial solid window graphics.

When we later submitted our application for the main **Bobo's Appliances channel-letter wall sign**, the documentation submitted to the City included photographs showing the existing storefront conditions. The approved plans identify the existing and proposed storefront conditions as part of the channel-letter sign drawings.

We understand that the permit application itself was for the main wall sign and that the window graphics were not separately submitted for approval. However, the existing window wraps were visible in the storefront documentation, and during the review process **we did not receive any comment or instruction indicating that those existing window graphics needed to be removed.**

Because the graphics were already present when we took possession, were visible during the sign-permitting process, and were not identified as an issue at that time, we reasonably believed that maintaining window graphics at this location would not create a compliance problem.

Surrounding Storefront Conditions

Our understanding was also influenced by what we observed throughout the same shopping center and surrounding commercial properties.

There are numerous existing businesses displaying substantial window graphics, including storefronts with **solid/opaque vinyl covering significant portions of their windows.** Seeing these existing conditions, together with the wraps that were already on our own storefront, further contributed to our good-faith understanding that this type of window treatment was acceptable.

When we replaced the previous graphics with our own, we actually chose **70/30 perforated material instead of a completely solid wrap**, and we left the upper window sections completely uncovered.

I want to emphasize that we are **not raising the neighboring storefronts to accuse other businesses of violations.** We are simply explaining the circumstances that contributed to our reasonable understanding when we made the investment in our storefront.

Our Request to the Board

We have made a substantial investment in professionally producing and installing these graphics. They are important to our appliance retail business because they communicate our products, financing, delivery, and promotional information to customers.

We did not knowingly or intentionally disregard the City's requirements. Given the pre-existing window wraps, the City's review of our storefront during the wall-sign permitting process, the prevalence of similar window graphics in the immediate commercial area, and our decision to use perforated material while leaving the upper windows open, we genuinely believed that our installation would be acceptable.

We therefore respectfully request that these circumstances be presented to the Board as part of its consideration of our variance and that we be permitted to maintain the existing window graphics.

We appreciate the City's assistance and the opportunity to have our request considered. Our intention is to work cooperatively with the City and find a reasonable resolution.

Please let me know if you need photographs, additional measurements, specifications for the perforated material, the approved sign plans, or any other documentation before the meeting. I would be happy to provide whatever would be helpful for the Board's review.

Thank you again for your assistance and for presenting our request.

Respectfully,

Muhammad Zafar

Bobo's Appliances

1107 Ridge Road, Suite B

Rockwall, TX 75087

469-268-5415

rockwall@bobosappliance.com

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

CITY OF ROCKWALL SIGN PERMIT APPLICATION FORM

CITY OF ROCKWALL
385 S GOLIAD
ROCKWALL, TX 75087
972-771-7709

SIGN PERMIT # _____

Value of Sign: \$2500

NAME OF BUSINESS: BOBO'S APPLIANCES CONTACT NAME: _____

SITE ADDRESS: 1107 Ridge RD, Rockwall, Tx 75087 ROCKWALL, TX 75087/32 PHONE: _____ E-MAIL: _____

SIGN ERECTOR: _____ PHONE # _____ E-MAIL: _____

CONTRACTOR ADDRESS: 11261 Harry Hines Blvd # A120 CITY Dallas STATE TX ZIP 75229

ELECTRICAL CONTRACTOR: Zohaib Hooda PHONE # 682 244 7059 E-MAIL: permits@discountled.us

ADDRESS: 11261 Harry Hines Blvd # A120 CITY Dallas STATE TX ZIP 75229

INFORMATION REQUIRED WITH THIS APPLICATION:

2 SITE PLANS AND 2 SETS OF DRAWINGS (to scale, showing exact wording, symbols, logo, dimensions, etc.)
Show Location of All Existing and/or New Signs (i.e. on property, building etc.), All Streets, Intersections & Adjacent Properties.

2 SITE PLANS AND 2 SETS OF DRAWINGS (to scale, showing exact wording, symbols, logo, dimensions, etc.)
Show Location of All Existing and/or New Signs (i.e. on property, building etc.), All Streets, Intersections & Adjacent Properties.

WALL SIGN

SIGN 1: HEIGHT 2.9 WIDTH 40 TOTAL SQUARE FEET 116
SIGN 1: HEIGHT _____ WIDTH _____ TOTAL SQUARE FEET _____
SIGN 1: HEIGHT _____ WIDTH _____ TOTAL SQUARE FEET _____

(ADDITIONAL WALL SIGNS CAN BE LISTED ON SUPPLEMENTAL SIGN FORM)

Front Façade Height: 22' Front Façade Width: 54' Front Façade Total Square Footage: 1188
Is there any existing signage? Yes _____ No ☒ If so, square footage of existing Signage to remain _____

MONUMENT SIGN

SIGN 1: HEIGHT _____ LENGTH _____ TOTAL SQUARE FEET _____
(ADDITIONAL MONUMENT SIGNS (IF ALLOWED) CAN BE LISTED ON SUPPLEMENTAL SIGN FORM)

POLE SIGN

SIGN 1: OVERALL HEIGHT _____ SIGN FACE HEIGHT: _____ SIGN FACE WIDTH: _____
(Max height - 40' for gas, food or lodging (I-30), 30' max height for other I-30 signs)

SIGN FACE HEIGHT: _____ SIGN FACE WIDTH: _____ SIGN FACE SQUARE FOOTAGE: _____

We require Engineer's Sealed drawings on all pole signs. All easements, right-of-way and sign locations must be staked and identified by applicant before permit can be issued. To ensure that easements and right-of-way are not being encroached, the City of Rockwall Engineering Department will inspect and approve locations before any installation of pole signs can occur.

TEMPORARY WEEKEND DEVELOPMENT DIRECTIONAL SIGNS

SIGN MATERIALS: _____

I HEREBY CERTIFY THE FOREGOING TO BE CORRECT TO THE BEST OF MY KNOWLEDGE. I ALSO AGREE THE SAID WORK WILL BE DONE IN COMPLIANCE WITH THE INFORMATION HEREIN SET FORTH AND IN COMPLIANCE WITH THE CITY OF ROCKWALL CODES REGULATING SIGN REQUIREMENTS. I FURTHER UNDERSTAND IF THE SIGN IS INSTALLED INCORRECTLY, I SHALL BE REQUIRED TO REMOVE AND REPLACE IT OR THE SIGN PERMIT WILL BE REVOKED AND/OR A CITATION WILL BE ISSUED.

PRINT NAME: Zohaib Hooda

APPLICANT SIGNATURE: Zohaib DATE: 04/02/2026

APPROVED _____ DISAPPROVED _____ VARIANCE REQUIRED: YES _____ NO _____

Sign Fees: _____ Signs x \$ _____ per sign = \$ _____

DiscountLED

11261 HARRY HINES BLVD # A120, DALLAS, TX 75229

CONTACT: 833-347-2533

FRONT STORE CHANNEL LETTER SIGN

BOBO'S APPLIANCES

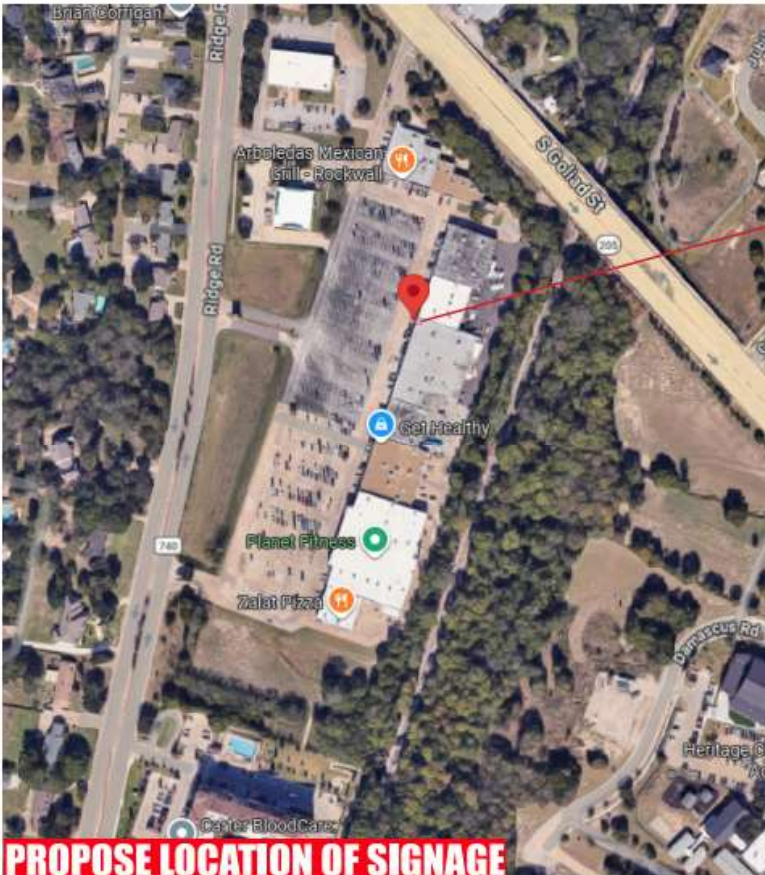
WJ

Address: 1107 RIDGE RD, ROCKWALL, TX 75087



SIGN(S) TO BE MANUFACTURED TO U.L. SPECIFICATIONS AND WILL BEAR THE U.L. LABEL(S) INSTALL IN ACCORDANCE WITH ARTICLE 600 OF NATIONAL ELECTRIC CODES.

UL NUMBER E543880



PROPOSE LOCATION OF SIGNAGE

DiscountLED

11261 HARRY HINES BLVD # A120, DALLAS, TX 75229
CONTACT: 833-347-2533

FRONT STORE CHANNEL LETTER SIGN

BOBO'S APPLIANCES

WJ

Address: 1107 RIDGE RD, ROCKWALL, TX 75087



SIGN(S) TO BE MANUFACTURED TO U.L. SPECIFICATIONS AND WILL BEAR THE U.L. LABEL(S) INSTALL IN ACCORDANCE WITH ARTICLE 600 OF NATIONAL ELECTRIC CODES.

UL NUMBER E543880

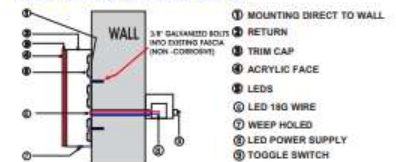
54'-0"



PROPOSED



INDIVIDUALLY MOUNTED LED CHANNEL LETTERS



40'-0"

BOBO'S APPLIANCES

2'-11"



EXISTING



NIGHT-V

Height above the grade: 14FT
BUILDING LENGTH: 54FT 0IN
BUILDING HEIGHT: 22FT 0IN
SIGN HEIGHT: 2FT 11IN
SIGN LENGTH: 40FT
SIGN SQ. FT: 116.4

THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL BE IN ACCORDANCE WITH ARTICLE 600.5(A) OF THE NATIONAL ELECTRICAL CODE

Applicant requested and received a permit for this wall sign

BOBO'S APPLIANCES







City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and Council Members

FROM: Mary Smith, City Manager

DATE: August 13, 2026

SUBJECT: Bond Issuance Ordinances

City staff has been preparing to issue debt for various street and utility projects as were discussed at previous Council meetings. We are issuing voter approved General Obligation Bonds for the neighborhood street projects which will include the reconstruction of North Lakeshore from SH66 to Masters Drive. In addition, bonds are being issued for water/sewer related projects which will include construction of a new water tower on Mims Road and a ground storage tank at Eastside Pump Station. Debt will also be issued to fund dock improvement and other capital projects at the Harbor and for which the debt will be repaid from TIF revenues. We are also approving a resolution for the issuance of bonds that will be solely repaid by the REDC for land purchases. The EDC board approved the action at their meeting on 8/13/2026.

In addition, the bond market (despite years of rate increases) still provides lower rates than when we sold bonds in 2013 and 2016. We are able to pay off the old bond issues (called refunding) and issue replacement debt at a lower interest cost. Our debt, when issued is structured with a 10-year call provision to be able to take advantage of just such a situation if it were to occur in the future.

In addition, the fund balance in the Debt Service fund has reached a sufficient level to allow the City to defease future debt with today's dollars. This will free up bond capacity in the next few years. We will apply \$3,000,000 of the fund balance for this purpose.

City staff met with bond rating agencies Moodys Investor Service and Standard and Poor's prior to the bond sale and both agencies affirmed our bond ratings which are Aa2 and AA+ respectively. Standard and Poor's rates the EDC sales tax bonds with an A rating.

The bond sale will be conducted Tuesday morning and while the ultimate interest cost is not known at the time of this writing we do expect the bond amortizations to fit within our budgeted appropriations for debt service for fiscal year 2027 and into the future. The sale will be conducted as a "parameters" sale – the ordinances set an upper limit for interest rates and if the market changes such that the rates are not favorable then the sale may be delayed for a day or two to allow rates to stabilize. Closing and funding of the bonds will be on September 23rd.

Council Action

Representatives of our Bond Counsel, Mcall Parkhurst, and Horton and Financial Advisor, Hilltop Securities have prepared the documents for Council approval. By state law, bond ordinances are ratified with one reading.

CITY OF ROCKWALL
ORDINANCE NO. 26-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROCKWALL, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2026; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE BONDS; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT. PROVIDING FOR A SEVERABILITY CLAUSE;

WHEREAS, by virtue of elections held within the City of Rockwall, Texas (the “Issuer”) on May 12, 2012 and May 5, 2018 (the together, the “Elections”), this City Council became authorized to issue, sell and deliver the general obligation bonds of the Issuer, of which there have been issued heretofore, are authorized to be issued by this Ordinance, and will remain authorized but unissued hereafter, as described in the Pricing Certificate (hereinafter defined);

WHEREAS, this City Council finds and determines that it is necessary and proper to order the issuance, sale and delivery of such voted bonds;

WHEREAS, there are presently the outstanding obligations of the Issuer described in Schedule I attached hereto, collectively, the “Refunded Obligations”;

WHEREAS, the Issuer now desires to refund all or a portion of the Refunded Obligations;

WHEREAS, the Issuer is an “Issuer” under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, Chapter 1207, Texas Government Code (“Chapter 1207”) authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, the Escrow Agreement, hereinafter authorized constitutes an escrow agreement of the kind authorized and permitted by Chapter 1207;

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Obligations in order to achieve a debt service savings, and that such refunding will result in a net present value debt service savings to the Issuer;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the Bonds hereinafter authorized;

WHEREAS, the Bonds hereinafter authorized to be issued were voted and are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Chapters 1207, 1331 and 1371 Texas Government Code, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

SECTION 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of the City of Rockwall, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount set forth herein for the public purposes of (i) completing street and roadway improvements as authorized by the Elections (the "Improvement Projects"), (ii) refunding the Refunded Obligations, and (iii) paying costs of issuance of the Bonds (collectively, the "Projects").

(c) Each bond issued pursuant to this Ordinance shall be designated: "CITY OF ROCKWALL, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2026," or such other designation as set forth in the Pricing Certificate (defined below) and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate (defined below).

SECTION 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the Mayor, City Manager and the Director of Finance of the Issuer (each a "Pricing Officer") are each hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, whether the Bond shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the amount of Bonds to be sold and the authorized purposes set forth in Section 1 for which such Bonds are issued, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and obtaining municipal bond insurance for all or any portion of the Bonds and providing for the terms and provisions thereof applicable to the Bonds (including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements), all of which shall be specified in the Pricing Certificate executed by the Pricing Officer (the "Pricing Certificate"); provided that:

- (i) the aggregate principal amount of the Bonds authorized pursuant to this Ordinance shall not exceed \$40,000,000;
- (ii) the refunding of the Refunded Obligations must produce a net present value debt service savings of at least 3.00%;
- (iii) the true interest cost of the Bonds shall not exceed 6.00% per annum;
- (iv) the final maturity of the Bonds shall not be later than August 1, 2046; and
- (v) the delegation made hereby shall expire if not exercised by the Pricing Officer within 1 year of the date of adoption of the Ordinance.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Pricing Officer shall determine whether the Bonds will be sold by private placement or negotiated or competitive sale.

(d) The Pricing Officer shall select the Eligible Refunded Obligations to be refunded in accordance with the limitations set forth above.

SECTION 3. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The selection and appointment of the paying agent/registrar for the Bonds (the "Paying Agent/Registrar") shall be as provided in the Pricing

Certificate. The Pricing Officer is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special

Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as otherwise provided in this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled

maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF BOND set forth in this Ordinance.

(n) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated amounts to the purchaser designated in the Pricing Certificate, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall cancel the initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

SECTION 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance, and with the Bonds to be completed with information set forth in the Pricing Certificate.

(a) Form of Bond.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF ROCKWALL, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND SERIES 2026	PRINCIPAL AMOUNT \$ _____ —
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Interest Rate	Delivery Date	Maturity Date	CUSIP No.
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REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Rockwall, in Rockwall County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on _____, and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the 15th calendar day of the month preceding each such date, regardless of whether such day is a business day (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the

Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated ___, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$___ for constructing street and roadway improvements as authorized at the bond elections held on May 12, 2012 and May 5, 2018, refunding certain outstanding obligations of the Issuer, and paying costs of issuance of the Bonds.

ON AUGUST 1, 20___, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

THE BONDS scheduled to mature on August 1 in the years ___ and ___ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Mandatory Redemption Dates(8/1)	Principal Amount(\$)
*	
* Stated Maturity.	

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST THIRTY (30) days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the business day prior to the mailing of such redemption notice; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such

terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary Issuer (or in the City Secretary's absence, by the Assistant City Secretary), of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto:

Transferee's Social Security or Taxpayer Identification
Number: _____

Transferee's name and address, including zip
code: _____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of

the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this _____.

Acting Comptroller of Public Accounts of the State
of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ROCKWALL, TEXAS, in Rockwall County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

Maturity Dates (8/1)	Principal Amounts (\$)	Interest Rates (%)
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(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on _____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

SECTION 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the requirements of this subsection, if lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this subsection may be reduced to the extent and by the amount of lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

SECTION 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in 6(a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance

Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in 6(a)(i) or (ii) of this Section. All income from such Defeasance Securities which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; and (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. The Pricing Officer may adjust the definition of Defeasance Securities as necessary and any such changes will be reflected in the Pricing Certificate.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

SECTION 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3 of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION 8. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder; and

(11) to assure that the proceeds of the Bonds allocable to the Improvement Projects will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of the Bonds, transferred proceeds (if any) and proceeds of the

Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, City Attorney, and each Pricing Officer or any other officer or agent of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Improvement Projects. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Improvement Projects on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Projects are completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Bonds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The Issuer covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 9. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) Each series of Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 2 and pursuant to the terms and provisions of a purchase agreement or purchase letter (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the initial purchaser or purchasers (the "Underwriters") of the Bonds shall be

designated. The Bonds shall initially be registered in the name of the Underwriters thereof as set forth in the Pricing Certificate.

(b) The Mayor and City Secretary and any Pricing Officer are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, if prepared in connection with the offering of Bonds by the Underwriters, in final form as may be required by the Underwriters, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriters. The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of each series of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Secretary and the Pricing Officers of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer all other such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor, and each Pricing Officer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the

Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of each series of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

SECTION 11. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds issued for the Improvement Projects shall be used along with other Bond proceeds for the Improvement Projects; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Bond proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2026 General Obligation Refunding and Improvement Bonds Construction Fund" (the "Construction Fund") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Improvement Projects as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in the Construction Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Bonds (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

SECTION 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2026, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by this Ordinance, being the information set forth in the Pricing Certificate. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2026. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix A to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;

13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects

or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect

the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail or other appropriate means to each registered owner of the affected Bonds a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

SECTION 15. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other

provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the Issuer or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the Issuer, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

SECTION 16. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS.

In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Mayor or the Pricing Officer are further authorized to enter into and execute on behalf of the Issuer with the escrow agent selected and appointed in the Pricing Certificate, an escrow or similar agreement, in the form and substance as shall be approved by the Pricing Officer, which agreement will provide for the payment in full of the Refunded Obligations. In addition, the Mayor or the Pricing Officer is authorized to purchase such securities, to execute such subscriptions for the purchase of the Escrowed Securities (as defined in the agreement), if any, and to authorize such contributions for the escrow fund as provided in the agreement.

SECTION 17. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Agreement with the Underwriters, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at such prices as set forth in the Escrow Agreement. The Pricing Officer is hereby authorized and directed to issue or cause to be issued the requisite notices of redemption and defeasance of the Refunded Obligations to the paying agent for the Refunded Obligations.

(b) In addition, the paying agent for the Refunded Obligations is hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinances authorizing the issuance of Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption date. The Refunded Obligations shall be presented for redemption at the paying agents therefor, and shall not bear interest after the date fixed for redemption.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the paying agent/registrar for the Refunded Obligations is directed to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the ordinances of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Bond Ordinances"). The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final

maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Ordinances, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent pursuant to the Escrow Agreement.

SECTION 18. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

SECTION 19. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Bond.

SECTION 20. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

SECTION 21. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

(Execution Page Follows)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
ROCKWALL, TEXAS, THIS THE 17TH DAY OF AUGUST, 2026.

Tim McCallum, Mayor

ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

SCHEDULE I

SCHEDULE OF AVAILABLE REFUNDED OBLIGATIONS

City of Rockwall, Texas General Obligation Bonds, Series 2013

City of Rockwall, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation,
Series 2013

City of Rockwall, Texas General Obligation Refunding and Improvement Bonds, Series 2016



City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and Council Members

FROM: Mary Smith, City Manager

DATE: August 13, 2026

SUBJECT: Bond Issuance Ordinances

City staff has been preparing to issue debt for various street and utility projects as were discussed at previous Council meetings. We are issuing voter approved General Obligation Bonds for the neighborhood street projects which will include the reconstruction of North Lakeshore from SH66 to Masters Drive. In addition, bonds are being issued for water/sewer related projects which will include construction of a new water tower on Mims Road and a ground storage tank at Eastside Pump Station. Debt will also be issued to fund dock improvement and other capital projects at the Harbor and for which the debt will be repaid from TIF revenues. We are also approving a resolution for the issuance of bonds that will be solely repaid by the REDC for land purchases. The EDC board approved the action at their meeting on 8/13/2026.

In addition, the bond market (despite years of rate increases) still provides lower rates than when we sold bonds in 2013 and 2016. We are able to pay off the old bond issues (called refunding) and issue replacement debt at a lower interest cost. Our debt, when issued is structured with a 10-year call provision to be able to take advantage of just such a situation if it were to occur in the future.

In addition, the fund balance in the Debt Service fund has reached a sufficient level to allow the City to defease future debt with today's dollars. This will free up bond capacity in the next few years. We will apply \$3,000,000 of the fund balance for this purpose.

City staff met with bond rating agencies Moodys Investor Service and Standard and Poor's prior to the bond sale and both agencies affirmed our bond ratings which are Aa2 and AA+ respectively. Standard and Poor's rates the EDC sales tax bonds with an A rating.

The bond sale will be conducted Tuesday morning and while the ultimate interest cost is not known at the time of this writing we do expect the bond amortizations to fit within our budgeted appropriations for debt service for fiscal year 2027 and into the future. The sale will be conducted as a "parameters" sale – the ordinances set an upper limit for interest rates and if the market changes such that the rates are not favorable then the sale may be delayed for a day or two to allow rates to stabilize. Closing and funding of the bonds will be on September 23rd.

Council Action

Representatives of our Bond Counsel, Mcall Parkhurst, and Horton and Financial Advisor, Hilltop Securities have prepared the documents for Council approval. By state law, bond ordinances are ratified with one reading.

CITY OF ROCKWALL
ORDINANCE NO. 26-40

AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ROCKWALL, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE CERTIFICATES; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of Rockwall, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, Subchapter B, Chapter 1502, Texas Government Code; and

WHEREAS, this City Council further finds and determines that it is in the best interest of the Issuer and its residents to include in the proposed issue of certificates of obligation funds for the public improvements hereinafter described, rather than fund such projects with the issuance of other debt instruments, in order to reduce the costs of such transactions; and

WHEREAS, this City Council finds and determines that it is necessary and in the best interest of the Issuer and the health, welfare and safety of its residents to issue the Certificates to provide funds as described herein for the public health and welfare; and

WHEREAS, this City Council further finds and determines that it is in the best interest of the Issuer and its residents to issue the proposed issue of the Certificates for the public improvements consisting of the projects hereinafter described, rather than fund such projects with the issuance of other debt instruments, in order to reduce the costs of such transactions; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue certificates of obligation, and said notice has been duly published in a newspaper of general circulation in said City, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code; and

WHEREAS, the Issuer received no petition from the qualified electors of the City protesting the issuance of such certificates of obligation; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the certificates of obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the Issuer that said interest-bearing certificates of obligation be issued; and

WHEREAS, the Issuer is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551 Texas Government Code; Now, Therefore

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

SECTION 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The certificates of the City of Rockwall, Texas (the "Issuer") are hereby authorized to be issued and delivered, in one or more series, in the aggregate principal amount not to exceed the amount set forth below for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system including water tower and water pump station upgrades; (ii) constructing and improving parking lots, streets, roads, alleys, sidewalks, bridges and related utility relocation, drainage, signalization, landscaping, lighting and signage and including acquiring land and interests in land therefor; (iii) constructing, acquiring, installing and equipping dock and wharf improvements in the City; and (iv) paying legal, fiscal, engineering and architectural fees in connection with these projects and costs of issuance (collectively, the "Projects").

(c) Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ROCKWALL, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2026," or such other designation as set forth in the Pricing Certificate (defined below) and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the

years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate (defined below).

SECTION 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the Mayor, City Manager and the Director of Finance of the Issuer (each a "Pricing Officer") are each hereby authorized to act on behalf of the Issuer in selling and delivering the Certificates, carrying out the other procedures specified in this Ordinance, including, determining the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, whether the Certificate shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the amount of Certificates to be sold and the authorized purposes set forth in Section 1 for which such Certificates are issued, the price at which the Certificates will be sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Certificates and obtaining municipal bond insurance for all or any portion of the Certificates and providing for the terms and provisions thereof applicable to the Certificates (including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements), all of which shall be specified in the Pricing Certificate executed by the Pricing Officer (the "Pricing Certificate"); provided that:

- (i) the aggregate principal amount of the Certificates shall not exceed \$20,500,000;
- (ii) the true interest cost of the Certificates shall not exceed 6.00%;
- (iii) the final maturity of the Certificates shall not be later than August 1, 2046 and
- (iv) the delegation made hereby shall expire if not exercised by the Pricing Officer within ninety (90) days from the date of adoption hereof.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The Certificates shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Pricing Officer shall determine whether the Certificates will be sold by private placement or negotiated or competitive sale.

SECTION 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The selection and appointment of the paying agent/registrar for the Certificates (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. The Pricing Officer is authorized and directed to execute and deliver in the

name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (j) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest

payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form

of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as otherwise provided in this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in the Pricing Certificate, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for such initial Certificate, the Paying Agent/Registrar shall cancel such initial Certificate and deliver to the DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of such Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

SECTION 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance, and with the Certificates to be completed with information set forth in the Pricing Certificate.

(a) Form of Certificate.
NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL
AMOUNT
\$ _____

CITY OF ROCKWALL, TEXAS
COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION
SERIES 2026

<u>INTEREST RATE</u>	<u>DELIVERY DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

ON THE MATURITY DATE specified above, the City of Rockwall, in Rockwall County, Texas, (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date at the Interest Rate per annum specified above. Interest is payable on _____, _____ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on close of business on the 15th calendar day of the month preceding each such date, regardless of whether such day is a business day (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days

thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for any payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated _____, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the public purposes of (i) constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system including water tower and water pump station upgrades; (ii) constructing and improving parking lots, streets, roads, alleys, sidewalks, bridges and related utility relocation, drainage, signalization, landscaping, lighting and signage and including acquiring land and interests in land therefor; (iii) constructing, acquiring, installing and equipping dock and wharf improvements in the City; and (iv) paying legal, fiscal, engineering and architectural fees in connection with these projects and costs of issuance (collectively, the "Projects").

ON AUGUST 1, 20____, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on August 1 in the years ____ and ____ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of

moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Mandatory Redemption Dates(8/1)	Principal Amount(\$)
*	
* Stated Maturity.	

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST THIRTY (30) DAYS prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the registered owner of each Certificate to be redeemed at its address as it appeared on the business day prior the mailing of such redemption notice; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any

denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

Paying Agent/Registrar

By: _____

Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of

the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _____.

Texas

Acting Comptroller of Public Accounts of the State of

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ROCKWALL, TEXAS, in Rockwall County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years(_/_)	Principal Installments(\$)	Interest Rates(\$)
_____	_____	_____

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date at the respective Interest Rate per annum specified above. Interest is payable on _____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest

from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

SECTION 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a limited pledge, not to exceed \$1,000 of revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this section, to the extent necessary to pay the principal of and interest on the Certificates. Notwithstanding the requirements of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

SECTION 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsections (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with

respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means (1) direct, noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States, and (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. The Pricing Officer may adjust the definition of Defeasance Securities as necessary and any such changes will be reflected in the Pricing Certificate.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

SECTION 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

SECTION 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor and each Pricing Officer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall sign manually, by facsimile, electronically or otherwise the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed.

SECTION 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the “gross income” of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any “private business use,” as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” that is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) use the proceeds of the Certificates solely for new money purposes.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and each Pricing Officer, or any one of them, to execute any documents, certificates or reports required by the

Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) Each series of Certificates shall be sold and delivered subject to the provisions of Section 1 and Section 2 and pursuant to the terms and provisions of a purchase agreement or purchase letter (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "Underwriters") of the Certificates shall be designated. The Certificates shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Mayor and City Secretary and any Pricing Officer are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, if prepared in connection with the offering of Certificates by the Underwriters, in final form as may be required by the Underwriters, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriters. The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council, and the Preliminary Official Statement is hereby deemed final as of its date

(except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of each series of the Certificates, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Certificates. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Secretary and the Pricing Officers of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2026 Combination Tax and Limited Surplus Revenue Certificates of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the

Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

SECTION 13. COMPLIANCE WITH RULE 15C2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2026, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in the Pricing Certificate. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2026. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the appropriate appendix to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give the notice required by Subsection (c) hereof of any Certificate calls and defeasance that cause the Issuer to no longer be such an “obligated person”.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other

provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

SECTION 14. METHOD OF AMENDMENT. THE ISSUER HEREBY RESERVES THE RIGHT TO AMEND THIS ORDINANCE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, TO-WIT:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail or other appropriate means to each registered owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

SECTION 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a

period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the Issuer, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

SECTION 16. APPROPRIATION. To pay the debt service coming due on the Certificates, if any (as determined by the Pricing Officer) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

SECTION 17. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Bond.

SECTION 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

SECTION 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

[Execution Page Follows]

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL,
TEXAS, THIS THE 17TH DAY OF AUGUST, 2026.**

Tim McCallum, Mayor

ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney



City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and Council Members

FROM: Mary Smith, City Manager

DATE: August 13, 2026

SUBJECT: Bond Issuance Ordinances

City staff has been preparing to issue debt for various street and utility projects as were discussed at previous Council meetings. We are issuing voter approved General Obligation Bonds for the neighborhood street projects which will include the reconstruction of North Lakeshore from SH66 to Masters Drive. In addition, bonds are being issued for water/sewer related projects which will include construction of a new water tower on Mims Road and a ground storage tank at Eastside Pump Station. Debt will also be issued to fund dock improvement and other capital projects at the Harbor and for which the debt will be repaid from TIF revenues. We are also approving a resolution for the issuance of bonds that will be solely repaid by the REDC for land purchases. The EDC board approved the action at their meeting on 8/13/2026.

In addition, the bond market (despite years of rate increases) still provides lower rates than when we sold bonds in 2013 and 2016. We are able to pay off the old bond issues (called refunding) and issue replacement debt at a lower interest cost. Our debt, when issued is structured with a 10-year call provision to be able to take advantage of just such a situation if it were to occur in the future.

In addition, the fund balance in the Debt Service fund has reached a sufficient level to allow the City to defease future debt with today's dollars. This will free up bond capacity in the next few years. We will apply \$3,000,000 of the fund balance for this purpose.

City staff met with bond rating agencies Moodys Investor Service and Standard and Poor's prior to the bond sale and both agencies affirmed our bond ratings which are Aa2 and AA+ respectively. Standard and Poor's rates the EDC sales tax bonds with an A rating.

The bond sale will be conducted Tuesday morning and while the ultimate interest cost is not known at the time of this writing we do expect the bond amortizations to fit within our budgeted appropriations for debt service for fiscal year 2027 and into the future. The sale will be conducted as a "parameters" sale – the ordinances set an upper limit for interest rates and if the market changes such that the rates are not favorable then the sale may be delayed for a day or two to allow rates to stabilize. Closing and funding of the bonds will be on September 23rd.

Council Action

Representatives of our Bond Counsel, Mcall Parkhurst, and Horton and Financial Advisor, Hilltop Securities have prepared the documents for Council approval. By state law, bond ordinances are ratified with one reading.

CITY OF ROCKWALL, TEXAS
RESOLUTION NO. 26-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, APPROVING A RESOLUTION OF THE ROCKWALL ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF THE CORPORATION'S SALES TAX REVENUE BONDS; CONFIRMING A SALES TAX COLLECTION RESOLUTION; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT. PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rockwall Economic Development Corporation (the "Corporation") is a non-profit industrial development corporation created, existing and governed by the Development Corporation Act, Chapters 501, 502 and 504, Texas Local Government Code, formerly Section 4A of Article 5190.6, Tex. Rev. Civ. Stat. Ann., as amended (the "Act").

WHEREAS, there has been presented to this City Council a resolution (the "Bond Resolution") adopted by the Board of Directors of the Corporation authorizing the issuance and sale of the Corporation's sales tax revenue bonds for the purposes acquiring additional land for the Rockwall Technology Park;

WHEREAS, there has been previously approved by this City Council a Sales Tax Collection Resolution pursuant to which sales taxes collected by the City for the benefit of the Corporation pursuant to the Act shall be transferred and deposited into a fund for the use by the Corporation in the furtherance of its authorized powers and purposes;

WHEREAS, this City Council finds and determines that it is necessary and appropriate to approve the Bond Resolution for the purposes hereinabove provided.

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

Section 1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Bond Resolution, attached hereto as **Exhibit A**, is hereby approved and the issuance by the Corporation of sales tax revenue bonds in the principal amount not to exceed \$20,000,000 (the "Bonds"), for the purpose of acquiring additional land for the Rockwall Technology Park, funding the reserve fund requirement for the Bonds and to pay costs of issuance of the Bonds, is hereby approved; and said Bond Resolution, the Bonds and the expenditure of funds of the Corporation in connection therewith are hereby approved.

Section 2. The Sales Tax Collection Resolution previously approved by the City and the Corporation, the appointment of the members of the Board of Directors of the Corporation and the adoption and amendments of the bylaws of the Corporation are hereby ratified, approved and confirmed.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL,
TEXAS THIS 17th DAY OF AUGUST, 2026.

Tim McCallum, Mayor

ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank Garza, City Attorney

EXHIBIT A

CORPORATION BOND RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE OF ROCKWALL ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE BONDS; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE BONDS; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §

ROCKWALL ECONOMIC DEVELOPMENT CORPORATION §

WHEREAS, Rockwall Economic Development Corporation (the "Issuer") is a non-profit industrial development corporation created, existing and governed by V.T.C.A, Local Government Code, Title 12, Subtitle C1, as amended (the "Act") (formerly known as the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Article 5190.6), specifically Chapters 501, 502 and 504 thereof (the "Act").

WHEREAS, pursuant to the authority granted in the Act, the City of Rockwall, Texas (the "City") has levied a one-half of one percent sales and use tax for the benefit of the Issuer (the "Sales Tax"), to be used exclusively for the purposes set forth in the Act;

WHEREAS, the Corporation is authorized by the Act to issue its revenue bonds, to be secured by and payable from the Sales Tax, in the manner and for the purposes hereinafter provided;

WHEREAS, the Corporation may undertake projects that are found by the Board of Directors (the "Board") of the Corporation to be required or suitable for the development, retention, or expansion of manufacturing and industrial facilities, research and development facilities, distribution centers and regional or national corporate headquarters facilities;

WHEREAS, the Corporation established and operates the Rockwall Technology Park for the promotion and development of new and expanded business enterprises and for the development, retention, and expansion of manufacturing and industrial facilities, research and development facilities, distribution centers and national corporate headquarters facilities;

WHEREAS, this Board has found that the Rockwall Technology Park has attracted and continues to attract business enterprises and has further determined that it is necessary and in the best interests of the Corporation to acquire additional land to expand the Rockwall Technology Park;

WHEREAS, proceeds of the bonds hereinafter authorized will be used to acquire additional land for the Rockwall Technology Park (the "Project"), and it is hereby found, determined and declared that the Project is necessary and suitable for the promotion and development of new and expanded business enterprises and is required for the development, retention, and expansion of manufacturing, research and development facilities, distribution centers and national corporate headquarters facilities and will aid in the accomplishment of creating and retaining primary jobs as authorized by the Act;

WHEREAS, the Issuer has previously issued, and there are presently outstanding, bonds of the Issuer payable from a pledge by the Issuer of the Sales Tax sufficient to pay principal of and interest on the obligations as they become due;

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to the Act; and

WHEREAS, It is officially found, determined, and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. Ch. 551.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ROCKWALL ECONOMIC DEVELOPMENT CORPORATION:

Section 1. DEFINITIONS.

(a) Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Resolution the following terms shall have the meanings specified below:

"Act" shall mean the Development Corporation Act, V.T.C.A, Local Government Code, Title 12, Subtitle C1, as amended (formerly known as the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Article 5190.6), specifically Chapters 501, 502 and 504 thereof.

"Additional Parity Obligations" means bonds, notes or other obligations the Corporation reserves the right to issue on a parity with the Parity Revenue Obligations in accordance with the terms and conditions prescribed in Section 16 hereof.

"Board" means the Board of Directors of the Corporation.

"Bonds" means the Corporation's Bonds entitled "Rockwall Economic Development Corporation Sales Tax Revenue Bonds, Taxable Series 2026" authorized to be issued by Section 2.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas and any successor officer or official that may be charged by law with the duty of collecting Gross Sales Tax Revenues for the account of, and remitting the same to, the City for the account of the Corporation.

"Debt Service Fund" means the interest and sinking fund established and confirmed by Section 8(a).

"Economic Development Fund" means the special fund established and confirmed by Section 8(a).

"Event of Default" means any Event of Default as defined in Section 30(a).

"Fiscal Year" means twelve months' period beginning October 1 of each year and ending September 30 of the succeeding year.

"Gross Sales Tax Revenue Fund" means the special fund established and confirmed by Section 8(a).

"Gross Sales Tax Revenues" means all of the revenues due or owing to, or collected or received by or on behalf of the Corporation, whether by the City or otherwise, pursuant to the Sales Tax Collection Resolution or this Resolution, from or by reason of the levy of the Sales Tax, less any amounts due or owing to the Comptroller as charges for collection or retentions by the Comptroller for refunds and to redeem dishonored checks and drafts, to the extent such charges and retention are authorized or required by law.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until the maturity of the Bond, such dates being set forth in the Pricing Certificate (hereinafter defined)

"Parity Revenue Obligations" means the Corporation's outstanding Sales Tax Revenue Refunding Bonds, Taxable Series 2017, the Sales Tax Revenue Refunding and Improvement Bonds, Taxable Series 2020, the Bonds and any Additional Parity Obligations.

"Paying Agent/Registrar" means the entity designated in the Pricing Certificate, any successor thereto or an entity which is appointed as and assumes the duties of paying agent/registrar as provided in this Resolution.

"Pledged Revenues" means (a) the Gross Sales Tax Revenues and (b) such other money, income, revenues or other property which the Corporation may pledge expressly and specifically to the payment of Parity Revenue Obligations.

"Pricing Certificate" means the Pricing Certificate described in Section 3(a).

"Project Development Fund" means the fund so designated and established by Section 8(a).

"Purchaser" means the person, firm or entity initially purchasing the Bonds from the Corporation and which is designated in Section 26.

"Record Date" means the fifteenth day of the month (whether or not a business day) next preceding an Interest Payment Date.

"Registered Owner" means the person who is the Registered Owner of a Bond, as shown in the Register.

"Registration Books" means the bond registration books specified in Section 4(b).

"Reserve Fund" means the reserve fund established and confirmed by Section 8(a).

"Reserve Requirement" has the meaning set forth in Section 12(a).

"Resolution" means this Resolution.

"Sales Tax" means the local sales and use tax authorized under the Act and heretofore authorized and levied by the City within its existing boundaries, and hereafter required to be levied and collected within any expanded areas included within the City pursuant to the Act, together with any increases in the rate thereof if provided and authorized by applicable law.

"Sales Tax Collection Resolution" means that certain resolution adopted by the Board and the governing body of the City, bearing that name.

(b) This Resolution and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Resolution.

(c) Section references shall mean, unless otherwise designated, Sections of this Resolution.

Section 2. RECITALS, AMOUNT AND PURPOSE OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of Rockwall Economic Development Corporation (the "Issuer") are hereby authorized to be issued and delivered, in one or more series, in the aggregate principal amount not to exceed \$20,000,000 for the public purposes of (i) providing funds to acquire approximately 210 acres of land for economic development as authorized by the Act, including clean/high-tech manufacturing, inside warehouse operations, research and development facilities and office space that could be used for national or regional headquarter facilities (the "Project"), (ii) funding the reserve fund requirement for the Bonds (if so provided in the Pricing Certificate) and (iii) providing funds to pay the costs of issuance of the Bonds.

(c) Each Bond issued pursuant to this Resolution shall be designated: "ROCKWALL ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE BOND, TAXABLE SERIES 2026," and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, with Bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial Bond being made payable to the initial purchaser as described in Section 26 hereof), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 3. DELEGATION TO PRICING OFFICER.

(a) As authorized by the Act, the Chairman and/or Vice-Chairman of the Board and/or President of the Issuer (the "Pricing Officer") are each hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, carrying out the other procedures specified in this Resolution, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, whether the Bond shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the amount of Bonds to be issued, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and approving modifications to this Resolution and executing such instruments, documents and agreements as may be necessary with respect thereto, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations, and obtaining municipal bond insurance for all or any portion of the Bonds (including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements) and providing for the terms and provisions thereof applicable to the Bonds, all of which shall be specified in the pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer; provided that:

(i) the aggregate principal amount of the Bonds issued to pay the costs of the Project shall not exceed \$20,000,000;

(ii) the true interest cost of the Bonds shall not exceed 7.00% per annum and the net effective interest rate on the Bonds shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(vi) the final maturity of the Bonds shall not be later than August 1, 2046; and

(vii) the delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the one year anniversary of the date of adoption of this Resolution.

(b) The Pricing Officer shall determine whether the Bonds will be sold by private placement or negotiated or competitive sale. The term "Bonds" as used in this Resolution shall mean and include collectively the bond initially issued and delivered pursuant to this Resolution and all definitive or substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds, unless the context clearly indicates otherwise.

(c) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

Section 4. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The selection and appointment of the paying agent/registrar for the Bonds (the "Paying Agent/Registrar") shall be as set forth in the Pricing Certificate. The Pricing Officer is authorized and directed to execute and deliver in the name on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Resolution. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in subsection (m) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and

exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Resolution, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Resolution. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Resolution. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Resolution to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Resolution.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(g) Book-Entry Only System. Upon initial issuance, the ownership of the Bonds may, if so designated by the Pricing Officer, be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), pursuant to the Book-Entry Only System hereinafter described and the provisions of Subsections (h), (i), (j) and (k) of this Section shall apply to the Bonds, and except as provided in subsections (i), (j) and (m) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(h) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Resolution in the event of conflict.

(i) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(j) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

(k) Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(l) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Resolution. The Bonds initially issued and delivered pursuant to this Resolution is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Resolution the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Bond, in the FORM OF BOND set forth in this Resolution.

(m) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Chairman and Secretary of the Board, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall (i) if the Bonds are sold by private placement, insert the delivery date on the initial Bond and deliver the initial Bond to the Purchaser, with any Bonds transferred, exchanged or substituted therefor to be registered in the name of the Registered Owner thereof, or (ii) if the Bonds are sold by negotiated or competitive sale, the Paying Agent/Registrar shall cancel the initial Bond and insert the delivery date on Bond No. T-1, cancel the initial Bond and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC deliver to The Depository Trust Company on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

Section 5. FORM OF BOND. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bond initially issued and delivered pursuant to this Resolution, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Resolution.

(a) Form of Bond.

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS ROCKWALL ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE BOND TAXABLE SERIES 2026	PRINCIPAL AMOUNT \$ _____
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Interest Rate	Delivery Date	Maturity Date	CUSIP No.
_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ROCKWALL ECONOMIC DEVELOPMENT CORPORATION (the "Issuer"), being a nonstock, nonprofit industrial development corporation created, existing and governed by V.T.C.A, Local Government Code, Title 12, Subtitle C1, as amended (the "Act") (formerly known as the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Article 5190.6), specifically Chapters 501, 502 and 504 thereof (the "Act"), and acting on behalf of the City of Rockwall, Texas (the "City"), for value received, promises to pay, from the sources described herein, to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____ at the Interest Rate per annum specified above. Interest is payable on _____ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the resolution authorizing the issuance of this Bond (the "Bond Resolution") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the 15th calendar day of the month preceding each such date (whether or not such day is a business day) (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying

Agent/Registrar, from the "Debt Service Fund" created by the Bond Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the public purposes of (i) providing funds to acquire approximately 210 acres of land for economic development as authorized by the Act, including clean/high-tech manufacturing, inside warehouse operations, research and development facilities and office space that could be used for national or regional headquarter facilities (the "Project"), (ii) funding the reserve fund for the Bonds (if so provided in the Pricing Certificate) and (iii) providing funds to pay the costs of issuance of the Bonds.

ON _____, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE BONDS SCHEDULED TO MATURE on _____ in the years ____ and ____ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond		Term Bond	
Maturity: _____,		Maturity: _____,	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
_____, ____	\$ _____	_____, ____	\$ _____
_____, ____	_____	_____, ____	_____
_____, ____ (maturity)	_____	_____, ____ (maturity)	_____

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Resolution.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by this Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Resolution, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental

charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a special obligation of the Issuer; that neither the State of Texas, the City, nor any political corporation, subdivision, or agency of the State of Texas, nor any member of the Board of Directors of the Issuer, either individually or collectively, shall be obligated to pay the principal of or the interest on this Bond and neither the faith and credit nor the taxing power (except as described below) of the State of Texas, the City, or any other political corporation, subdivision, or agency thereof is pledged to the payment of the principal of or the interest on this Bond; that the principal of and interest on this Bond are secured by and, together with certain outstanding bonds of the Issuer, payable from a first lien on and pledge of certain funds created under the Resolution and the revenues defined in the Resolution as the "Pledged Revenues", which include the proceeds of a one-half of one percent sales and use tax levied for the benefit of the Issuer by the City (the "Sales Tax") pursuant to the Development Corporation Act, Chapters 501, 502 and 504, Texas Local Government Code, as amended (the "Act"); and that the Registered Owner hereof shall not have the right to demand payment of the principal of or interest on this Bond from any tax proceeds other than the Sales Tax proceeds levied for the benefit of the Issuer by the City pursuant to the Act, or from any other source.

THE ISSUER HAS RESERVED the right in the Bond Resolution, subject to certain conditions set forth therein, to issue obligations or incur indebtedness from time to time in the future on a parity with the Bonds with respect to the pledge of and lien on the Pledged Revenues which secures the Bonds. The Issuer may also issue obligations or incur indebtedness which is secured on a junior and subordinate lien with respect to the Pledged Revenues. The Bond Resolution further provides that the Issuer may create a debt service reserve fund and fund it or provide for it to be funded in connection with the issuance of any obligations or the incurrence of any indebtedness which possesses a lien on and pledge of the Pledged Revenues on a parity with the Bonds, and that such reserve shall secure only the obligations or indebtedness for which it was funded or is to be funded. The Issuer has created a debt service reserve fund for the benefit of the Bonds, as provided in the Bond Resolution.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Resolution as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the Board of Directors of the Issuer and countersigned with the manual or facsimile signature of the Secretary of the Board of Directors of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

Secretary, Board of Directors

Chairman, Board of Directors

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

BOKF, NA
Dallas, Texas
Paying Agent/Registrar
By:
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____
_____, attorney, to register the transfer of the within
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an
eligible guarantor institution participating in a

NOTICE: The signature above must correspond
with the name of the Registered Owner as it appears

securities transfer association recognized signature
guarantee program.

upon the front of this Bond in every particular,
without alteration or enlargement or any change
whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion
of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered
this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except
that:

A. immediately under the name of the Bond, the headings "Interest Rate" and
"Maturity Date" shall both be completed with the words "As shown below" and "CUSIP
No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ROCKWALL ECONOMIC DEVELOPMENT CORPORATION (the "Issuer"), being a nonstock,
nonprofit industrial development corporation created, existing and governed by V.T.C.A, Local
Government Code, Title 12, Subtitle C1, as amended (the "Act") (formerly known as the Development
Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Article 5190.6), specifically Chapters 501, 502 and 504
thereof (the "Act"), and acting on behalf of the City of Rockwall, Texas (the "City"), for value received,
promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the
"Registered Owner"), on _____ in each of the years, in the principal installments and
bearing interest at the per annum rates set forth in the following schedule:

	Principal	
Years	Installments	Interest Rates
_____	_____	_____

(Information from Section 3 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-
day year of twelve 30-day months) from _____, at the respective Interest Rate per annum
specified above. Interest is payable on _____, and semiannually on each
_____ and _____ thereafter to the date of payment of the principal installment
specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be
authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such
Principal Amount shall bear interest from the interest payment date next preceding the date of
authentication, unless such date of authentication is after any Record Date but on or before the next

following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Section 6. CONFIRMATION OF LEVY OF SALES TAX.

(a) The Corporation hereby confirms the earlier levy by the City of the Sales Tax at the rate voted at the election held by and within the City of November 7, 1995, and the Corporation hereby warrants and represents that the City has duly and lawfully ordered the imposition and collection of the Sales Tax upon all sales, uses and transactions as are permitted by and described in the Act throughout the boundaries of the City as such boundaries existed on the date of said election and as they may be expanded from time to time.

(b) For so long as any Parity Revenue Obligations are outstanding, the Corporation covenants, agrees and warrants to take and pursue all action permissible under applicable law to cause the Sales Tax, at said rate or at a higher rate if permitted by applicable law, to be levied and collected continuously, in the manner and to the maximum extent permitted by applicable law, and to cause no reduction, abatement or exemption in the Sales Tax or rate of tax below the rate stated, confirmed and ordered in Subsection (a) of this Section to be ordered or permitted so long as any Parity Revenue Obligations shall remain outstanding.

(c) If the City shall be authorized hereafter by applicable law to apply, impose and levy the Sales Tax on any taxable items or transactions that are not subject to the Sales Tax on the date of the adoption hereof, the Corporation, to the extent it legally may do so, hereby covenants and agrees to use its best efforts to cause the City to take such action as may be required by applicable law to subject such taxable items or transactions to the Sales Tax.

(d) The Corporation agrees to take and pursue all action permissible under applicable law to cause the Sales Tax to be collected and remitted and deposited as herein required and as required by the Act, at the earliest and most frequent times permitted by applicable law.

(e) The Corporation agrees and covenants at all times, and to use its best efforts to cause the City, to comply with the Sales Tax Collection Resolution.

Section 7. PLEDGE.

(a) The Pledged Revenues (with the exception of those in excess of the amounts required to establish and maintain the Funds as hereinafter provided) are hereby pledged for the payment of the principal of and interest on all Parity Revenue Obligations which are or may be outstanding from time to time, including the establishment and maintenance of the Reserve Fund hereinafter provided.

(b) The provisions, covenants, pledge and lien on and against the Pledged Revenues, as herein set forth, are established and shall be for the equal benefit, protection and security of the Registered Owners of the Parity Revenue Obligations without distinction as to priority and rights; and such lien shall be valid and binding without any further action by the Corporation and without any filing or recording with respect thereto other than in the records of the Corporation.

(c) The Parity Revenue Obligations, including interest payable thereon, shall constitute special, limited obligations of the Corporation, payable solely from, and secured by a pledge of and lien on, the Pledged Revenues as provided in this Resolution and not from any other revenues, properties or income of

the Corporation. Parity Revenue Obligations shall not constitute debts or obligations of the State or of the City or any other political subdivision of the State, and the Registered Owners of the Parity Revenue Obligations shall never have the right to demand payment out of any funds raised or to be raised by ad valorem taxation.

(d) Article 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 8. CREATION OF FUNDS.

(a) The Corporation hereby confirms the establishment of the following funds:

- (i) Project Development Fund;
- (ii) Economic Development Fund;
- (iii) Gross Sales Tax Revenue Fund;
- (iv) Debt Service Fund; and
- (v) Reserve Fund.

(b) The establishment of the Project Development Fund is hereby confirmed and shall be maintained for the purpose, and moneys on deposit therein shall be used for, paying costs of projects for which Parity Revenue Obligations from time to time are issued. The Project Development Fund at all times shall be free of any lien, pledge or trust created by this Resolution and the resolution or resolutions authorizing Additional Parity Revenue Obligations.

(c) The establishment of the Economic Development Fund is hereby confirmed and shall be maintained as a fund of the Corporation to be used for the lawful purposes of the Corporation;

(d) The establishment of the Gross Sales Tax Revenue Fund is hereby confirmed and shall be maintained as a special fund or account within the Economic Development Fund comprised of the Gross Sales Tax Revenues, together with all other revenues as from time to time may be determined for deposit therein by the Corporation, and shall be maintained for the benefit of the Registered Owners of the Parity Revenue Obligations, subject to the further provisions of this Resolution including the payment requirements of the Prior Lien Obligation.

(e) The establishment of the Debt Service Fund is hereby confirmed and shall be maintained for the benefit of the Registered Owners of the Parity Revenue Obligations. Money deposited in the Debt Service Fund shall be used to pay the principal of and interest on the Parity Revenue Obligations when and as the same shall become due and payable.

(f) The establishment of the Reserve Fund is hereby confirmed and shall be maintained for the benefit of the Registered Owners of the Parity Revenue Obligations. Money deposited in the Reserve Fund

shall be used to pay principal of and/or interest on Parity Revenue Obligations becoming due and payable when there is not sufficient money available in the Debt Service Fund for such purpose.

Section 9. INITIAL DEPOSITS. On the Closing Date, the Corporation shall cause the proceeds of the Bond to be applied as follows:

(i) the amount necessary to pay the costs of the Project shall be deposited to the credit of a separate account within the Project Development Fund to be entitled "Series 2026 Project Development Account," to be used for funding the Project;

(ii) The amount required to fund the increase in the Reserve Requirement attributable to the Bond shall be deposited into the Reserve Fund, if so prescribed in the Pricing Certificate;

(iii) the amount necessary to pay costs of issuance of the Bonds shall be disbursed for such purpose; and

(iv) any proceeds of the Bonds not required for the purposes for which the Bonds are issued shall be deposited to the Debt Service Fund.

Section 10. GROSS SALES TAX REVENUE FUND.

(a) All Gross Sales Tax Revenues shall be deposited and transferred as received to the Gross Sales Tax Revenue Fund.

(b) Moneys deposited in the Gross Sales Tax Revenue Fund shall be pledged and appropriated to the following uses, in the order of priority shown:

(i) To the payment, without priority, of the amounts required to be deposited in the Debt Service Fund for the payment of Parity Revenue Obligations;

(ii) To the payment of the amounts required to be deposited in the Reserve Fund pursuant to this Resolution or any resolution relating to the issuance of Parity Revenue Obligations;

(iii) To any other fund or account required by any resolution authorizing Parity Revenue Obligations, the amounts required to be deposited therein;

(iv) To any fund or account, or to any payee, required by any other resolution of the Board which authorizes the issuance of obligations or the creation of debt of the Corporation having a lien on the Pledged Revenues subordinate to the lien and pledge created herein with respect to the Parity Revenue Obligations; and

(v) To any other purpose now or hereafter permitted by law.

Section 11. DEBT SERVICE FUND.

(a) The Corporation hereby covenants and agrees to make deposits to the Debt Service Fund from moneys in the Gross Sales Tax Revenue Fund to pay the principal of and interest on the Parity Revenue Obligations as follows:

(i) Such amounts, on deposit and received following the Closing Date, as will be sufficient, together with other amounts, if any, then on hand in the Debt Service Fund and available for such purpose, to pay the interest scheduled to accrue and become due and payable with respect to the Parity Revenue Obligations on the next succeeding Interest Payment Date;

(ii) Such amounts, on deposit and received following the Closing Date, as will be sufficient, together with other amounts, if any, on hand in the Debt Service Fund and available for such purpose, to pay the principal scheduled to mature and come due on the Parity Revenue Obligations on the next succeeding Interest Payment Date on which principal of the Bonds are to be payable.

(b) The deposits to the Debt Service Fund for the payment of principal of and interest on the Parity Revenue Obligations shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Debt Service Fund and Reserve Fund is equal to the amount required to pay all outstanding obligations (principal and/or interest) for which said Fund was created and established to pay or (ii) the Parity Revenue Obligations are no longer outstanding, i.e., fully paid as to principal and interest or all of the Parity Revenue Obligations have been refunded.

Section 12. RESERVE FUND.

(a) The Corporation hereby covenants and agrees with the holders of the Parity Revenue Obligations to accumulate and maintain in the Reserve Fund an amount (the "Reserve Requirement") equal to the lesser of (i) the average annual principal and interest requirements of the Parity Revenue Obligations to be outstanding after the issuance or incurring of such Additional Parity Obligations, calculated on a Fiscal Year basis as of the date the Additional Parity Obligations are issued or incurred or (ii) an amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

(b) Immediately following the delivery of each issue or series of Additional Parity Obligations, the Corporation shall cause the Reserve Requirement to be calculated after giving effect to the issuance of such Additional Parity Obligations. Any additional amount required to be deposited in the Reserve Fund shall be accumulated therein within five (5) calendar years of the delivery date of such Additional Parity Obligations. Should the amount on deposit in the Reserve Fund be reduced below the sum required to be maintained in said Fund, payments to said Fund shall be made from the first Pledged Revenues available for such purpose, until the total amount then required to be on deposit in the Reserve Fund has been fully restored. In the event money in the Reserve Fund is used for an authorized purpose while payments are being made to said Fund, the amount required to restore the sum then required to be on deposit therein shall be added to the payments then being made until the total amount then required to be on deposit in said Fund has been fully restored. Any funds on deposit in the Reserve Fund in excess of the Reserve Requirement may, at the option of the Corporation, be withdrawn and used for any lawful purpose for which said funds may be used.

(c) In connection with the issuance of the Bonds, the Reserve Fund shall be funded as provided in the Pricing Certificate.

Section 13. DEFICIENCIES IN FUNDS. If the Corporation shall, for any reason, fail to pay into the Debt Service Fund or Reserve Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into said funds from the first available Pledged Revenues of the Corporation and such payments shall be in addition to the amounts hereinabove provided to be otherwise paid into said funds.

Section 14. SECURITY OF FUNDS. All moneys on deposit in the funds referred to in this Resolution shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of funds of the City, and moneys on deposit in such funds shall be used only for the purposes permitted by this Resolution.

Section 15. INVESTMENTS.

(a) Money in the funds established by this Resolution, at the option of the Corporation, may be invested in such securities or obligations as permitted under the laws of the State of Texas applicable to the City.

(b) Any securities or obligations in which money is so invested shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 16. ISSUANCE OF ADDITIONAL PARITY OBLIGATIONS AUTHORIZED. In addition to the right to issue obligations of inferior lien, the Corporation reserves the right to issue Additional Parity Obligations which, when duly authorized and issued in compliance with law and the terms and conditions hereinafter appearing, shall be on a parity with the Parity Revenue Obligations, payable from and equally and ratably secured by a lien on and pledge of the Pledged Revenues; and the Parity Revenue Obligations and Additional Parity Obligations shall in all respects be of equal dignity. The Additional Parity Obligations may be issued in one or more installments, provided, however, that none shall be issued unless and until the following conditions have been met:

(a) The Corporation is not then in default as to any covenant, condition or obligation prescribed in a resolution authorizing the issuance of the outstanding Parity Revenue Obligations.

(b) Each of the funds created for the payment, security and benefit of the Parity Revenue Obligations contains the amount of money then required to be on deposit therein.

(c) The Corporation has secured from a Certified Public Accountant a certificate or report reflecting that for the Fiscal Year next preceding the date of the proposed Additional Parity Obligations or a consecutive twelve (12) month period out of the fifteen (15) month period next preceding the month in which the resolution authorizing the proposed Additional Parity Obligations is adopted, the Gross Sales Tax Revenues and interest earnings thereon were equal at least to (i) 1.25 times the average annual principal and interest requirements on all Parity Revenue Obligations to be outstanding after the issuance of the proposed Additional Parity Obligations and (ii) 1.10 times the maximum annual principal and interest requirements on all Parity Revenue Obligations to be outstanding after the issuance of the proposed Additional Parity Obligations; provided, however, that in the event an increase in the rate of the Sales Tax becomes effective prior to the date of a resolution authorizing the issuance of Additional Parity Obligations, such certificate or report shall calculate the Gross Sales Tax Revenues for the calculation period as if such increased rate were in effect during the calculation period.

(d) The Additional Parity Obligations are made to mature on February 1 or August 1, either or both, of each year in which they are scheduled to mature.

(e) The resolution authorizing the Additional Parity Obligations provides that (i) the Debt Service Fund be augmented by amounts adequate to accumulate the sum required to pay the principal and interest on such obligations as the same shall become due, (ii) the amount to be deposited and maintained in the Reserve Fund shall be increased to an amount equal to the Reserve Requirement in accordance with Section 13(b), and (iii) any deficiency in the Reserve Fund shall be remedied as provided in Section 12(b).

(f) Parity Revenue Obligations may be refunded upon such terms and conditions as the Board may deem to be in the best interest of the Corporation; and if less than all such outstanding Parity Revenue Obligations are refunded, the proposed refunding obligations shall be considered as "Additional Parity Obligations" under the provisions of this Section, and the report or certificate required by paragraph (c) shall give effect

to the issuance of the proposed refunding obligations and shall not give effect to the obligations being refunded.

Section 17. PLEDGED REVENUES.

(a) The Corporation represents and warrants that it is and will be authorized by applicable law and by its articles of incorporation and bylaws to authorize and issue the Bonds, to adopt this Resolution and to pledge the Pledged Revenues in the manner and to the extent provided in this Resolution, and that the Pledged Revenues so pledged are and will be and remain free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Resolution except as expressly provided herein for Parity Revenue Obligations.

(b) The Bonds and the provisions of this Resolution are and will be the valid and legally enforceable obligations of the Corporation in accordance with the terms of this Resolution, subject only to any applicable bankruptcy or insolvency laws or to any applicable law affecting creditors rights generally.

(c) The Corporation shall at all times, to the extent permitted by applicable law, defend, preserve and protect the pledge of the Pledged Revenues and all the rights of the Registered Owner under this Resolution against all claims and demands of all persons whomsoever.

(d) The Corporation will take, and use its best efforts to cause the City to take, all steps reasonably necessary and appropriate to collect all delinquencies in the collection of the Sales Tax to the fullest extent permitted by the Act and other applicable law.

(e) While the Bonds are outstanding, the Corporation will take all legal means and actions permissible to cause: the Sales Tax, at its current rate of $\frac{1}{2}$ of 1% or at a higher rate if legally permitted, to be levied and collected continuously throughout the boundaries of the City, as such boundaries may be changed from time to time, in the manner and to the maximum extent legally permitted; and to cause no reduction, abatement or exemption in the Sales Tax until the Bonds has been paid in full or until they are lawfully defeased in accordance with this Resolution. If, subsequent to the issuance of the Bonds, the City is authorized by applicable law to impose and levy the Sales Tax on any items or transactions that are not subject to the Sales Tax on the date of adoption of this Resolution, the Corporation will use its best efforts to cause the City to take such action as may be required by applicable law to subject such items or transactions to the Sales Tax.

(f) The Sales Tax Collection Resolution previously approved by the City and the Corporation is hereby ratified and confirmed and shall remain in full force and effect.

Section 18. ACCOUNTS, PERIODICAL REPORTS AND CERTIFICATES.

(a) The Corporation shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the funds and accounts established by this Resolution and which, together with all other books and papers of the Corporation, shall at all times be subject to the inspection of, the Registered Owner of not less than 5% in principal amount of the Parity Revenue Obligations then outstanding or their representatives duly authorized in writing.

(b) The Corporation shall annually, within 120 days after the close of each Fiscal Year, mail or cause to be mailed to any Holder owning at least 25% of the outstanding Parity Revenue Obligations of a single series who so requests in writing, a copy of an annual report for said year containing the following statements in reasonable detail with respect to the Corporation: a balance sheet as of the end of said year and the preceding year, statements of revenue and expense and of changes in financial position for the year

then ended and the preceding year setting forth revenues and expenses for such years in accordance with generally accepted accounting principles.

Section 19. OTHER REPRESENTATIONS AND COVENANTS.

(a) The Corporation shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under the provisions of this Resolution.

(b) While the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay the interest on and the principal of the Bonds, as applicable, as will accrue or mature on each applicable Interest Payment Date.

(c) The Corporation will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and in each Bond; and the Corporation will, at the times and in the manner prescribed by this Resolution, deposit or cause to be deposited the amounts of money specified by this Resolution.

(d) The Corporation is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the authorization and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Registered Owners thereof is and will be valid and enforceable obligations of the Corporation in accordance with its terms. All proceedings related the issuance of the Bonds, the election of officers of the Corporation and the adoption and amendments of the bylaws of the Corporation are hereby ratified, approved and confirmed.

20. REFUNDING BONDS. The Issuer reserves the right to issue refunding bonds or other obligations to refund all or any part of the Parity Revenue Obligations (pursuant to any law then available) upon such terms and conditions as the Board may deem to be in the best interest of the Issuer, and if less than all such Parity Revenue Obligations then Outstanding are refunded, the conditions precedent prescribed (for the issuance of Additional Obligations) set forth in Section 17 hereof shall be satisfied, and shall give effect to the refunding.

Section 21. SUBORDINATE DEBT. Except as may be limited by a resolution authorizing the issuance of Parity Revenue Obligations, the Issuer shall have the right to issue or create any debt payable from or secured by a lien on all or any part of the Pledged Revenues for any lawful purpose without complying with the provisions of Section 16, provided the pledge and the lien securing such debt is subordinate to the pledge and lien established, made and created in Section 8 of this Resolution with respect to the Pledged Revenues to the payment and security of the Parity Revenue Obligations.

Section 22. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Resolution, except to the extent provided in Subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable, . At such time as a Bond shall be deemed to be a Defeased Bond

hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Resolution, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Resolution to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in Subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, which may be United States Treasury obligations such as its State and Local Government Series, and which may be in book-entry form.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Resolution.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 23. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BOND.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Bond shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may

be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution.

(e) Authority for Issuing Replacement Bonds. In accordance with Sec. 1206.022, Government Code, this Section shall constitute authority for the issuance of any such replacement Bonds without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Resolution for a Bond issued in exchange for another Bond.

Section 24. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Chairman of the Board is hereby authorized to have control of the Bond initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Initial Bond pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Initial Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers (if obtained) may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Resolution, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds are subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds are hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Chairman of the Board, and the Chairman of the Board is hereby authorized to execute such engagement letter.

Section 25. TAX EXEMPTION. The Corporation does not intend to issue the Bonds in a manner such that the Bonds would constitute obligations described in section 103(a) of the Internal Revenue Code of 1986 (the "Code") and all applicable temporary, proposed and final regulations and procedures

promulgated thereunder or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code (the "Regulations").

Section 26. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT.

(a) The Bonds shall be sold and delivered subject to the provisions of Sections 2 and 3 and pursuant to the terms and provisions of a bond purchase agreement or purchase letter (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "Purchaser") of the Bonds shall be designated. The Bonds shall initially be registered in the name set forth in the Pricing Certificate.

(b) The Chairman and Secretary of the Board are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the Board of Directors of the Issuer and constitute the Official Statement authorized for distribution and use by the Purchasers. The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the Board of Directors of the Issuer, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Resolution and made a part hereof for all purposes, notwithstanding any other provision of this Resolution to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

Section 27. FURTHER PROCEDURES. The Chairman, and Vice Chairman and Secretary of the Board, the President and any finance officer of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 28. COMPLIANCE WITH RULE 15c2-12.

(a) Applicability of Provisions. The provisions of this Section shall apply to the Bonds if so designated in the Pricing Certificate.

(b) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(c) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type described in the Pricing Certificate. The Issuer will additionally provide audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be the Pricing Certificate, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(d) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (c) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Resolution or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT

ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Resolution for purposes of any other provision of this Resolution. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 29. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Resolution subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Resolution in order to (i) cure any ambiguity, defect or omission in this Resolution that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Resolution and that shall not materially adversely affect the interests of the holders, (iv) qualify this Resolution under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Resolution as shall not be inconsistent with the provisions of this Resolution and that shall not in the opinion of nationally recognized bond counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in

aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Resolution or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Resolution under this Section, the Issuer shall send by U.S. mail to the Registered Owners of the Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of the Bonds, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Resolution pursuant to the provisions of this Section, this Resolution shall be deemed to be modified and amended in accordance with such amendatory Resolution, and the respective rights, duties, and obligations of the Issuer and the Registered Owners of the Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owners of the Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bonds during such period. Such consent may be revoked at any time after six months from the date of the mailing of said notice by the Registered Owners, or by a successor in title, by filing notice with the Issuer.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 30. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Resolution is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid

in accordance with this Resolution, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Resolution, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Resolution, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Resolution.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Resolution, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Resolution do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or the Board of Directors of the Issuer.

Section 31. RESERVED.

Section 32. RESERVED.

Section 33. SALES TAX COLLECTION RESOLUTION. The Sales Tax Collection Resolution previously approved by the City and the Corporation is hereby ratified and confirmed and shall remain in full force and effect.

Section 34. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase

or word in this Resolution, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Resolution, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 35. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code Section 1201.028, this Resolution shall be effective immediately upon its adoption by the Board.

(execution page follows)

PASSED, APPROVED AND EFFECTIVE this _____.

ATTEST:

Chairman, Board of Directors

Secretary, Board of Directors

[CORPORATION SEAL]



City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and Council Members

FROM: Mary Smith, City Manager

DATE: August 13, 2026

SUBJECT: Bond Issuance Ordinances

City staff has been preparing to issue debt for various street and utility projects as were discussed at previous Council meetings. We are issuing voter approved General Obligation Bonds for the neighborhood street projects which will include the reconstruction of North Lakeshore from SH66 to Masters Drive. In addition, bonds are being issued for water/sewer related projects which will include construction of a new water tower on Mims Road and a ground storage tank at Eastside Pump Station. Debt will also be issued to fund dock improvement and other capital projects at the Harbor and for which the debt will be repaid from TIF revenues. We are also approving a resolution for the issuance of bonds that will be solely repaid by the REDC for land purchases. The EDC board approved the action at their meeting on 8/13/2026.

In addition, the bond market (despite years of rate increases) still provides lower rates than when we sold bonds in 2013 and 2016. We are able to pay off the old bond issues (called refunding) and issue replacement debt at a lower interest cost. Our debt, when issued is structured with a 10-year call provision to be able to take advantage of just such a situation if it were to occur in the future.

In addition, the fund balance in the Debt Service fund has reached a sufficient level to allow the City to defease future debt with today's dollars. This will free up bond capacity in the next few years. We will apply \$3,000,000 of the fund balance for this purpose.

City staff met with bond rating agencies Moodys Investor Service and Standard and Poor's prior to the bond sale and both agencies affirmed our bond ratings which are Aa2 and AA+ respectively. Standard and Poor's rates the EDC sales tax bonds with an A rating.

The bond sale will be conducted Tuesday morning and while the ultimate interest cost is not known at the time of this writing we do expect the bond amortizations to fit within our budgeted appropriations for debt service for fiscal year 2027 and into the future. The sale will be conducted as a "parameters" sale – the ordinances set an upper limit for interest rates and if the market changes such that the rates are not favorable then the sale may be delayed for a day or two to allow rates to stabilize. Closing and funding of the bonds will be on September 23rd.

Council Action

Representatives of our Bond Counsel, Mcall Parkhurst, and Horton and Financial Advisor, Hilltop Securities have prepared the documents for Council approval. By state law, bond ordinances are ratified with one reading.

CITY OF ROCKWALL, TEXAS

RESOLUTION NO. 26-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, DIRECTING THE DEFEASANCE AND/OR REDEMPTION OF CERTAIN OUTSTANDING CITY OF ROCKWALL, TEXAS DEBT OBLIGATIONS ON ONE OR MORE OCCASIONS; APPOINTING AN AUTHORIZED OFFICER AND DELEGATING TO THE AUTHORIZED OFFICER THE AUTHORITY TO MAKE ALL DETERMINATIONS REQUIRED TO EFFECTUATE SUCH DEFEASANCE AND/OR REDEMPTION; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT. PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Rockwall, Texas (the "City") previously issued the debt obligations described in Exhibit A hereto (collectively, the "Eligible Debt Obligations"); and

WHEREAS, the City Council of the City (the "City Council") finds and determines that it is in the best interests of the City to defease and/or redeem a portion of the outstanding Eligible Debt Obligations with funds available for such purpose in accordance with the terms hereof; and

WHEREAS, to accomplish the purpose of this Resolution, the City Council has determined to delegate to the Authorized Officer (defined below) the authority to determine which of the Eligible Debt Obligations will be defeased and/or redeemed; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the date, hour, place and subject of said meeting, including this Resolution, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551;

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

Section 1. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Resolution are hereby adopted, restated and made a part of the operative provisions hereof.

Section 2. Delegation of Authority; Authorization of Actions.

(a) The Mayor, City Manager and/or the Director of Finance of the City (each an "Authorized Officer") are hereby authorized to act on behalf of the City in effectuating the defeasance and/or redemption of one or more series of Eligible Debt Obligations, including determining which series of Eligible Debt Obligations shall be defeased and/or redeemed, the maturities and principal amounts within each series to be defeased and/or redeemed (such Eligible Debt Obligations selected for defeasance and/or redemption are hereinafter referred to as the "Defeased Obligations"), and the manner in which the Defeased Obligations shall be defeased and/or redeemed. The Authorized Officer may exercise the authority granted by this Resolution on one or more occasions.

(b) The discharge and defeasance of the Defeased Obligations may be effectuated in any manner authorized by law and by the ordinances and pricing certificates that authorized the issuance of the Defeased Obligations (collectively, the "Ordinances"), including by cash defeasance by the deposit of funds with the paying agent/registrar for each respective series of Defeased Obligations and/or pursuant to the terms and provisions of one or more escrow agreements (collectively, the "Escrow Agreements") to be entered into by and between the City and the escrow agent selected by the Authorized Officer.

(c) The Authorized Officer is hereby authorized to enter into and execute on behalf of the City one or more Escrow Agreements, in the form and substance as shall be approved by the Authorized Officer, which Escrow Agreements will provide for the payment of the Defeased Obligations. Such Escrow Agreements as executed by the Authorized Officer shall be deemed approved by the City Council and constitute the Escrow Agreements herein approved. In addition, the Authorized Officer is authorized to purchase, or approve the purchase of, Defeasance Securities (as defined in the Ordinances) with the proceeds deposited with the escrow agent.

(d) The Authorized Officer is further authorized and directed to take such actions and to execute and deliver such documents, resolutions and receipts as necessary or appropriate to consummate the transactions authorized by this Resolution and to defease and/or redeem the Defeased Obligations in accordance with the provisions and requirements hereof and of Ordinances.

(e) In the event the Authorized Officer determines to defease and/or redeem any of the Eligible Debt Obligations, lawfully available funds of the City are hereby authorized and appropriated in the amounts necessary to accomplish such defeasance and/or redemption.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage on the date shown below.

[Execution page follows.]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
ROCKWALL, TEXAS THIS 17th DAY OF AUGUST, 2026.

Tim McCallum, Mayor

ATTEST:

Kristy Teague, City Secretary

APPROVED AS TO FORM:

Frank Garza, City Attorney

EXHIBIT A

List of Eligible Debt Obligations
CITY OF ROCKWALL, TEXAS

Combination Tax and Limited Surplus Revenue Certificates of Obligation Series 2023
General Obligation Refunding and Improvement Bonds, Series 2023
General Obligation Refunding and Improvement Bonds Series 2016
Combination Tax and Surplus Revenue Certificates of Obligation Series 2016
General Obligation Refunding Bonds Series 2015
General Obligation Bonds Series 2013
Combination Tax and Limited Surplus Revenue Certificates of Obligation Series 2013
Combination Tax and Limited Surplus Revenue Certificates of Obligation Taxable Series 2011B