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# AGENDA ROCKWALL CITY COUNCIL

Monday, July 20, 2015 4:00 p.m. Regular City Council Meeting City Hall, 385 S. Goliad, Rockwall, Texas 75087

#### I. CALL PUBLIC MEETING TO ORDER

### II. WORK SESSION

- p.11 1. Hold work session with city's appointee to Rockwall County Open Space Alliance (RCOA) to hear update on the RCOA Master Plan and related board activities, and take any action necessary.
- p.13 2. Hold work session to discuss and consider the provisions of Chapter 12. Businesses & Sales, Article XII. Ambulance Service of the Code of Ordinances, and take any action necessary.
- p.173 3. Hold work session to hear from representative(s) of the Rockwall Area Chamber of Commerce concerning the "I Shop Rockwall Campaign," and take any action necessary.
- **p.175 4.** Hold a work session to discuss and consider animal surrender policies at the Rockwall Animal Adoption Center, and take any action necessary.

### III. EXECUTIVE SESSION.

THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:

- Discussion regarding status of Rockwall Harbor Landing, Inc. vs. City of Rockwall pursuant to Section 551.071 (Consultation with Attorney)
- Discussion regarding the city's concession agreement with Suntex Marina / Suntex RHCL Marina, LLC pursuant to Section § 551.071 Consultation with Attorney)
- **3.** Discussion regarding possible legal claim related to Oncor pursuant to Section 551.071 (Consultation with Attorney)
- **4.** Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission, Planning & Zoning Commission, and Board of Adjustments pursuant to Section 551.074 (personnel matters)

#### IV. ADJOURN EXECUTIVE SESSION

# AGENDA ROCKWALL CITY COUNCIL

Monday, July 20, 2015 6:00 p.m. Regular City Council Meeting City Hall, 385 S. Goliad, Rockwall, Texas 75087

- V. RECONVENE PUBLIC MEETING
- VI. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION
- VII. INVOCATION AND PLEDGE OF ALLEGIANCE COUNCILMEMBER FOWLER
- VIII. OPEN FORUM
- IX. CONSENT AGENDA
- **p.177 1.** Consider approval of the minutes from the July 6, 2015 regular city council meeting, and take any action necessary.
- p.191 2. Consider approval of a resolution authorizing the City Manager to execute an Interlocal Purchasing Agreement with the City of Midlothian, and take any action necessary
- p.197 3. Consider approval of a resolution allowing a temporary partial closure of FM 552 (John King Boulevard to the Rockwall East City Limits), FM 549 (FM 3097 to SH 205) and SH 205 (FM 549 to South John King Boulevard) for the Hot Rocks Bike Ride on Saturday, August 8, 2015 from 6:30 AM to 3:00 PM, and take any action necessary.
- p.213 4. Consider approval of a resolution authorizing the City Manager to execute an Interlocal Purchasing Agreement with the City of Frisco, and take any action necessary.
- p.219 5. P2015-023 Consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of John Arnold of BH 60's Pod, LTD for the approval of a final plat for Phase IXA of the Breezy Hill Subdivision, consisting of 55 single family lots on a 16.805-acre tract of land identified as Tract 7-13 of the T. R. Bailey Survey, Abstract No. 30 and J. Simmons Survey, Abstract No. 190, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 74 (PD-74) for Single Family 10 (SF-10) District land uses, located at the northwest corner of the intersection of FM-552 and Breezy Hill Lane, and take any action necessary.
- p.225 6. P2015-024 Consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of Matt Alexander of the Cambridge Company, Inc. for the approval of a final plat for Phase 2 of the Rockwall Downes Subdivision, consisting of 30 single family lots on a 11.923-acre tract of land identified as a portion of Tract 3 of the J. M. Allen Survey, Abstract No. 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 10 (PD-10) for residential land uses, located at the northeast corner of the intersection of John King Boulevard and Discovery Boulevard, and take any action necessary.

p.231 7. P2015-025 - Consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of Matt Alexander of the Cambridge Company, Inc. for the approval of a final plat for Phase 3 of the Rockwall Downes Subdivision, consisting of 26 single family lots on a 8.559-acre tract of land identified as a portion of Tract 3 of the J. M. Allen Survey, Abstract No. 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 10 (PD-10) for residential land uses, located at the northwest corner of the intersection of John King Boulevard and Discovery Boulevard, and take any action necessary.

## X. APPOINTMENTS

- 1. Appointment with the Planning and Zoning Chairman to discuss and answer any questions regarding cases on the agenda and related issues and take any action necessary.
- p.237 2. Appointment with Jim Lambeth of Linebarger, Goggan, Blair & Sampson LLP to present information regarding a bid received for delinquent property taxes at 464 Evans at an amount less than the outstanding taxes, and take any action necessary.
- P.244 3. Appointment with Joey Howell to discuss and consider initiating a development agreement, in accordance with Chapter 212 of the Texas Local Government Code, for a property identified as Tract 18 & 18-01 of the S. McFadgin Survey, Abstract No. 142, Rockwall County, Texas, being a ~98-acre tract of land situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), located south of SH-276 on the east side of FM-548, and take any action necessary.

#### XI. PUBLIC HEARING ITEMS

- p.259 1. Z2015-015 Hold a public hearing to discuss and consider approval of an ordinance for a request by Rich Darragh of the Skorburg Company on behalf of the owner William Audy Riggs, SR Estate for a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District land uses, on a 93.00-acre tract of land identified as Tract 33 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, located on the east side of Breezy Hill Road north of FM-552, and take any action necessary.(1st Reading) (Applicant has requested to withdraw)
- p.314 2. Z2015-020 Hold a public hearing to discuss and consider approval of an ordinance for a request by Wayne Mershawn of Mershawn Architects on behalf of Rex Walker of Life Springs Church for a Specific Use Permit (SUP) for a church in an Agricultural (AG) District for a seven (7) acre portion of a larger 28.881-acre tract of land identified as Tract 15-01 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Corridor Overlay (SH 205 BY-OV) District, located on the north side of John King Boulevard east of the intersection of John King Boulevard and SH-205, and take any action necessary. (1st Reading)

- p.329 3. Z2015-021 Hold a public hearing to discuss and consider approval of an ordinance for a request by Sam Ellis on behalf of the owner, the George Dewoody Estate, for a Specific Use Permit (SUP) for a daycare facility in an Agricultural (AG) District for a two (2) acre parcel of land identified as Lot 1 of the Dewoody Addition, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the North SH-205 Corridor Overlay (N SH-205 OV) District, addressed as 3011 N. Goliad Street [SH-205], and take any action necessary. (1st Reading)
- p.350 4. Z2015-022 Hold a public hearing to discuss and consider approval of an ordinance for modifications to Article IV, Permissible Uses, and Article V, District Development Standards, of the Unified Development Code for the purposes of creating a standard for cultured stone, and adding standards for a Portable Beverage or Food Facility, and take any action necessary. (1st Reading)
- p.376 5. Z2015-016 Hold a public hearing to discuss and consider approval of an ordinance for a request by Stacey McVey of Double Eagle Properties on behalf of the owner 308 ON 276 LP for a zoning change from an Light Industrial (LI) District to a Planned Development District for Single Family 10 (SF-10) and General Retail (GR) District land uses, on a 316.315-acre tract of land identified as Tract 1 of the M. E. Hawkins Survey, Abstract No. 100, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, located at the northeast corner of the intersection of Rochelle Road and SH-276, and take any action necessary. (1st Reading) (Applicant has requested to postpone to the Aug. 3, 2015 regular cc mtg.)

### XII. ACTION ITEMS

- 1. Discuss and consider a request from Dr. Umar Burney for waiver of fees owed on a development which includes a medical office building (Ortho Specialists of Dallas) located on Summer Lee Drive behind the Aldi building, and take any action necessary.
- P.420 2. SP2015-015 Discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects, Inc. on behalf of Elias Pope of 8020 Restaurants, LLC for the approval of variances to the natural stone and masonry material requirements stipulated by Article V, District Development Standards, of the UDC in conjunction with an approved site plan for a restaurant on a 0.90-acre parcel of land identified as Lot 3, Block A, Harbor District Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 32 (PD-32), situated within the IH-30 Overlay (IH-30 OV) District, located at the southeast corner of the IH-30 Frontage Road and Sunset Ridge Drive, and take any action necessary.
- p.429 3. A2015-001 Discuss and consider the expiration of an existing 212 Development Agreement for four (4) tracts of land contiguous with the City of Rockwall's city limits and being identified as approximately 94.05-acres of land situated within the City's Extraterritorial Jurisdiction (ETJ), generally located south of SH-276 along Zollner Road, and take any action necessary.

- **p.462 4.** Discuss and consider status of Franchise Agreement with Legends Batting Cages, and take any action necessary.
- p.477 5. Discuss and consider approval of a policy for the construction of structures, including a dock deck, fixed pier or boathouse within Lake Ray Hubbard for properties eligible to lease the Lake Ray Hubbard Takeline adjacent to the property, and take any action necessary.

#### XIII. EXECUTIVE SESSION

THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:

- **1.** Discussion regarding status of Rockwall Harbor Landing, Inc. vs. City of Rockwall pursuant to Section 551.071 (Consultation with Attorney)
- 2. Discussion regarding the city's concession agreement with Suntex Marina / Suntex RHCL Marina, LLC pursuant to Section § 551.071 Consultation with Attorney)
- **3.** Discussion regarding possible legal claim related to Oncor pursuant to Section 551.071 (Consultation with Attorney)
- **4.** Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission, Planning & Zoning Commission, and Board of Adjustments pursuant to Section 551.074 (personnel matters)

#### XIV. RECONVENE PUBLIC MEETING & TAKE ANY ACTION AS RESULT OF EXECUTIVE SESSION

#### XV. 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 § 551.086 (Economic Development)

I, Kristy Ashberry, 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 17 <sup>th</sup> day of July, 2015 at 4:00 p.m. a remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.		
Kristy Ashberry, City Secretary	Date Removed	
Jacky Casey, Assistant Secretary		



## **MEMORANDUM**

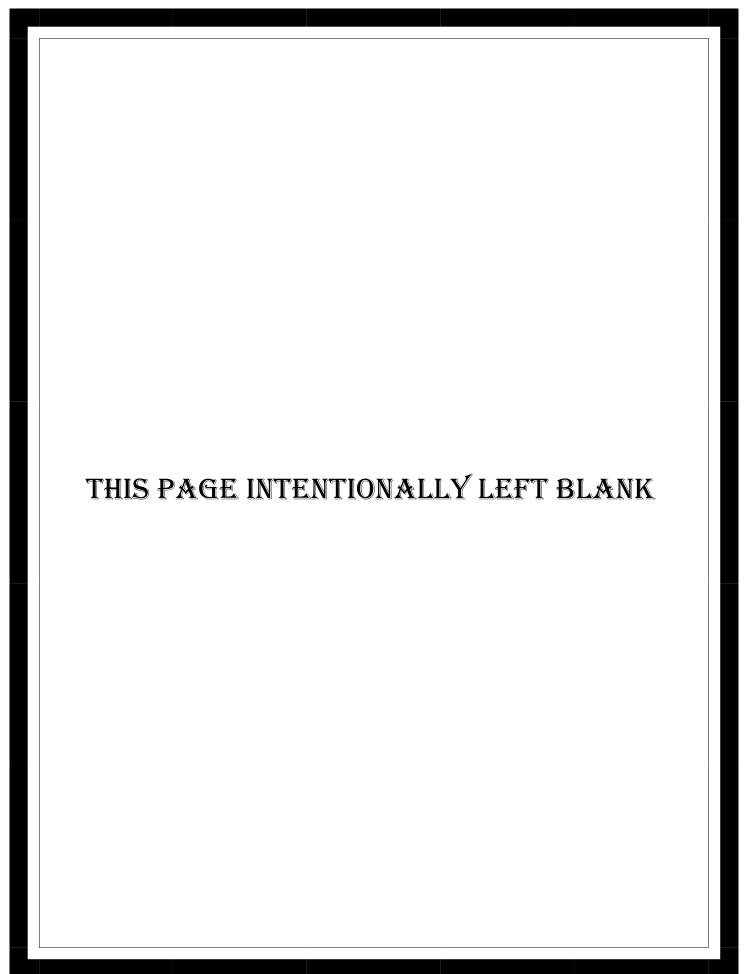
TO: Honorable Mayor and City Council Members

FROM: Kristy Ashberry, City Secretary / Assistant to the City Manager

SUBJECT: 07/20 Work Session re: Rck. Co. Open Space Alliance (RCOA) Update

**DATE:** July 17, 2015

The city's appointee to the RCOA, Ken Dickson, will be present at the work session Monday to provide Council with an update on activities of the RCOA, including the countywide open space master plan.





## **MEMORANDUM**

TO: Honorable Mayor and City Council Members

FROM: Kristy Ashberry, City Secretary / Assistant to the City Manager

SUBJECT: 07/20 Work Session re: ambulance exclusivity ordinance

**DATE:** July 15, 2015

The topic of the city's current ordinance that essential creates "exclusivity" of ambulance service provision within the City of Rockwall was discussed at the July 6 regular city council meeting as an Action Item. As a result of that discussion, several members of Council generally expressed a desire to review some additional information pertaining to the Emergency Services Corporation, the EMS contract, 'exclusivity,' budget/financials, complaints, etc. I have assimilated several documents, some of which may be more useful to you than others. While it is a lot of information, staff wanted to provide Council with as much information as possible. As such, included for your review are the following documents:

- 1) City of Rockwall's current ordinance
- 2) Information submitted on 07/15/15 by Medic Rescue/Rockwall County EMS (current provider under contract in the County via the Emergency Services Corp. Board) germane to the discussion had at the 07/06 cc. mtg.
- 3) E-mail correspondence from representative of Baylor Rockwall re: Rockwall County EMS' service
- 4) Memo from EMS consultant to the ES Corp. Board, Steve Athey of Healthcare Visions, pertaining to (1) "exclusivity," and (2) Senate Bill 8 (in part pertaining to ambulance providers w/in a city/county)
- 5) Current EMS contract (signed in 2007) between Medic Rescue (dba Rockwall County EMS) and the ES Corp.
- 6) Current FY-15 ambulance services budget (of the ES Corp.)
- 7) Proposed ambulance budget for FY-16

- 8) ES Corp. Articles of Incorporation
- 9) Subsequent amendment to Articles of Incorporation
- 10) ES Corp. Bylaws
- 11) Contract with Steve Athey of Healtcare Visions and the ES Corp.
- 12) ES Corp.'s complaints procedure/policy re: ambulance service
- 13) Summary of known EMS related complaints over the years

In addition to my contacting Medic Rescue (Rockwall Co. EMS) and Baylor, Mary Smith reached out to Presbyterian Hospital Rockwall to solicit any written documentation they may wish to submit for council review prior to the July 20 work session; however, no information has been received thus far. Medic Rescue, Presby and Baylor have all been informed that a work session is scheduled at 4:00 p.m. on Mon., July 20 and that they are welcome to attend if they so desire.

Rockwall, TX Code of Ordinances about:blank

ARTICLE XII. - AMBULANCE SERVICE

Current City of Rockwall Ordinance (as of July 15, 2015)

Sec. 12-1251. - Contract required.

No person shall operate or cause to be operated a vehicle for ambulance purposes nor furnish, conduct, maintain, advertise or otherwise be engaged in the business or service of the transportation of ambulance patients within the city unless such person is the ambulance service provider currently under contract with the County of Rockwall Emergency Services Corporation to provide ambulance service within the county. No person shall knowingly solicit ambulance services regulated in this article except from the ambulance service provider.

(Code 1982, § 18-51; Ord. No. 93-41, § 1, 10-18-1993)

Sec. 12-1252. - Applicability.

The provisions of section 18-166 shall not apply to:

(1) Rendering assistance to patients in the case of a major catastrophe or emergency with which the contractor's ambulances are insufficient or unable to cope;

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- (2) Transporting a patient from outside of the county to a point within the city; or
- (3) Transporting a patient picked up outside of the county, traveling through the city to a destination outside of the county.

(Code 1982, § 18-52; Ord. No. 93-41, § 2, 10-18-1993)

Sec. 12-1253. - Violations.

Violations of this article are hereby declared to be public nuisances and shall be prohibited and abated in actions at law or in equity.

(Code 1982, § 18-53; Ord. No. 93-41, § 3, 10-18-1993)

Date: July 14, 2015

To: The Honorable Jim Pruitt, Mayor of Rockwall

Members of the Rockwall City Council

Re: Response to Questions Arising from July 4, 2015 City Council Meeting;

Chapter 12. Businesses & Sales, Article XII. Ambulance Service of the Code of

Ordinances

#### Gentlemen:

In response to questions that arose during discussion regarding the City Ordinance related to ambulance service exclusivity and for the purpose of clarification, the following is some additional information and related facts.

**Intent of Ordinance:** This ordinance was put in place in 1993 for the sole purpose of protecting the contracted EMS's ability to perform its duties in the manner intended, the duties outlined in the contract for ambulance services between Rockwall County and the then-contracted EMS. It provided the added benefit that all ambulance responses within the city would be performed by a vetted ambulance service, the contracted provider. LakePointe Medical Center was built in Rockwall County in 1987. The ordinance had no effect on patient destinations or the time required to transport citizens to Dallas.

**Two Types of Ordinances:** Given there are two basic EMS models, a 911-only and a public utility model, two types of city ordinances also exist. **Rockwall County's EMS** system design, a public utility model, is predicated on ordinances that provide exclusivity for both emergency and non-emergency transports. Rockwall Emergency Services Corporation (ESC) contract language is as follows:

"Exclusive Service Agreement. Participating jurisdictions agree to utilize the Contractor solely within their jurisdictions. Exclusive service agreement shall include all requests for emergency and non-emergency transports and requests, including requests originating from nursing homes, hospice, and other long-term medical health care facilities. Member Jurisdictions are encouraged, through contacts with the Corporation, to exclusively use the Contractor's EMS services and to that end develop and employ "City Ordinances" whenever possible."

Without the protection of the non-emergency transport income or additional subsidization, the EMS budget would not allow for the additional ambulances when the system becomes busy. Without further government oversight, unvetted EMS providers would be allowed to respond to any calls within the city limits.

Currently only 1 facility, an extended-care facility, is located outside of the city limits of Rockwall. There has not been an overwhelming need to have exclusive ordinances in any city other than Rockwall. Rockwall and Heath currently have such ordinances. **Heath's ordinance is attached.** McLendon-Chisholm has one before its City Attorney.

**System Funding:** The county-wide EMS budget of roughly \$3M is primarily funded through user fees, from both 911 requests for service and non-emergency transports, and subsidies. User fees and other AR make up roughly \$2.5M and current annual EMS subsidy is \$497,104.

The AR generated by the non-emergency transports in the city of Rockwall in 2014 is approximately \$1,181,488 (3014 trips at \$392 per trip), or 39.4% of the annual budget. The AR generated from the transfers out of Presbyterian Rockwall alone in 2014 is as follows:

Payments for Dates Of Service of 2014 picked up at Presbyterian Rockwall 2265 or 3150.	
DOSYM	Total
2014-01	\$ 50,704
2014-02	\$ 49,785
2014-03	\$ 41,219
2014-04	\$ 42,438
2014-05	\$ 44,714
2014-06	\$ 48,393
2014-07	\$ 53,438
2014-08	\$ 55,063
2014-09	\$ 59,072
2014-10	\$ 48,942
2014-11	\$ 41,660
2014-12	\$ 30,129
Grand Total	\$565,557

We are experiencing a 13.4% trip-per-month increase annually which would estimate AR generated from Presbyterian Rockwall transfers alone in FY 2015 at \$641,342.

With respect to the subsidy portion, Rockwall County pays 50% and each participating cities pay the balance based on population percentage. FY 15-16 subsidy will be \$427,460. FY 16-17 subsidy will be \$398,575. The current (FY 14-15) City of Rockwall portion is \$150, 922.92.

**Survey-based Reimbursement:** Concerns have been raised regarding response times to non-emergency transfers and its potential effect on potential Centers for Medicare and Medicaid Services (CMS) incentives. CMS uses an incentive program know as the Hospital Value-Based Purchasing (VBP) Program that rewards hospitals with incentive payments for the quality of care they provide to Medicare patients based on patient satisfaction surveys. The survey is a national, standardized survey that asks adult patients about their experiences during a recent hospital stay encompassing 8 important aspects of hospital quality. A CMS VBP fact sheet has been attached. Presbyterian's actual (2015) incentives can be found at <a href="http://globe1234.org/cost.xlsx">http://globe1234.org/cost.xlsx</a>, their Hospital ID is 670044. Columns T-W speak to the incentives specifically, including the most-important readmit penalties.

Contractually, Presbyterian is supplied a monthly report including response times. The last 6 monthly reports are attached and a summary follows:

Transfers Made from Presbyterian January thru June 2015	
Total Calls	651
Total Late Calls	83
< 15 Minutes Late	31
15 Minutes - 1 Hour Late	38
1 Hour - 2 Hours Late	12
2 Hours - 3 Hours Late	2
> 3 Hours Late	0

Of those 651 calls, to provide better ETAs, 163 calls, or 25%, were done by services other than Rockwall County EMS.

**Ambulance Services Agreement (Presbyterian and Rockwall County EMS):** Texas Health Presbyterian Rockwall contracted with Rockwall County EMS in 2013. This contract allows them greatly reduced prime vendor pricing and provides clearinghouse services, or one phone number to call to arrange for ambulance transport. This relinquishes **their staff from having to 'shop' ambulance ET**As - EMS dispatch makes all arrangements. If Rockwall County EMS cannot meet the desired response time, the best ETA from 4 Presbyterian-recognized providers is obtained

Some confusion exists as to whether this provision of the contract circumvents the Rockwall exclusivity ordinance.

"No person <u>shall operate or cause to be operated</u> a vehicle for ambulance purposes nor furnish, conduct, maintain, advertise or otherwise be engaged in the business or service of the transportation of ambulance patients within the city <u>unless such person is the ambulance service provider currently under contract with the County of Rockwall Emergency Services Corporation</u> to provide ambulance service within the county..."

By virtue of EMS dispatch making the arrangements for all transports, Rockwall County EMS is the ambulance service provider causing a vehicle to be operated for ambulance purposes, even when it becomes necessary to engage a different provider for the transport. Therefore, the contract between Rockwall County EMS and Presbyterian does not violate or circumvent the Rockwall exclusivity ordinance.

I hope this adds sufficient clarity to aid in this very important decision. If any additional questions should exist, I invite the opportunity to further discuss this matter at your convenience.

Sincerely,

Mitch Ownby, EMS Chief

and that service is sent on the transport.

## **CHAPTER 113: AMBULANCE SERVICE**

Section

113.01 Operating prohibited without contract

113.02 Exceptions

### § 113.01 OPERATING PROHIBITED WITHOUT CONTRACT.

- (A) No person shall operate or cause to be operated an ambulance vehicle as that term is defined in TDH regulations, nor furnish, conduct, maintain, advertise or otherwise be engaged in the business or service of the transportation of patients in an ambulance within the City of Heath unless that person is the ambulance service provider currently under contract with Rockwall County to provide ambulance service within the county.
  - (B) No person shall knowingly solicit ambulance services regulated herein except from the ambulance service provider.

(2005 Code, § 6-5-1) (Ord. 980820B, passed - -) Penalty, see § 10.99

## **§ 113.02 EXCEPTIONS.**

The provisions of § 113.01 above shall not apply to:

- (A) Rendering assistance to patients in the case of a major catastrophe or emergency with which the contractor's ambulances are insufficient or unable to cope;
  - (B) Transporting a patient from outside of Rockwall County to a point within the City of Heath; or
- (C) Transporting a patient picked up outside of Rockwall County, traveling through the City of Heath to a destination outside of Rockwall County.

(2005 Code, § 6-5-2) (Ord. 980820B, passed - -)

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Medicare & Medicaid Services





# **Hospital Value-Based Purchasing Program**

#### Introduction

The Hospital Value-Based Purchasing (VBP) Program is a Centers for Medicare & Medicaid Services (CMS) initiative that rewards acute-care hospitals with incentive payments for the quality of care they provide to people with Medicare. This fact sheet explains how the VBP Program works, how hospital performance is measured and scored, and provides a preview of changes in future VBP Program years.

## How Does Hospital Value-Based Purchasing Work?

CMS rewards hospitals based on the **quality** of care provided to Medicare patients, how closely best clinical practices are followed, and how well hospitals enhance patients' experiences of care during hospital stays. Hospitals are no longer paid solely based on the **quantity** of services they provide.

"Changing the way we pay hospitals will improve the quality of care for seniors and save money. Under this initiative, Medicare will reward hospitals that provide high quality care and keep their patients healthy. It's an important part of our work to improve the health of our nation and drive down costs."



Kathleen Sebelius, Secretary of the U.S. Department of Health and Human Services (HHS)

April 29, 2011

The Affordable Care Act of 2010 established the Hospital VBP Program, which applies to payments beginning in Fiscal Year (FY) 2013, on or after October 1, 2012, and affects payment for inpatient stays in 2,985 hospitals across the country.

Under the Hospital VBP Program, Medicare makes incentive payments to hospitals based on either:

- 1) How well they perform on each measure, or
- 2) How much they improve their performance on each measure compared to their performance during a baseline period.

## How Is Hospital Performance Measured?

CMS bases hospital performance on an approved set of **measures** and **dimensions**, grouped into specific quality **domains**. Different domains apply depending on the FY 2013 – 2015. Table 1 provides the applicable domains for FY 2013 – 2015.

Table 1. Applicable Domains, FY 2013 – 2015

Fis cal Year	Applicable Domains
2013	Clinical Process of Care Domain Patient Experience of Care Domain
2014	Clinical Process of Care Domain Patient Experience of Care Domain Outcome Domain
2015	Clinical Process of Care Domain Patient Experience of Care Domain Outcome Domain Efficiency Domain

## **Clinical Process of Care Domain**

Table 2 lists the Clinical Process of Care domain measures for FY 2013 – 2015.

Table 2. Clinical Process of Care Measures, FY 2013 – 2015

Measure ID	Measure Description
AMI-7a	Fibrinolytic Therapy Received Within 30 Minutes of Hospital Arrival
AMI-8a	Primary PCI Received Within 90 Minutes of Hospital Arrival
HF-1	Discharge Instructions
PN-3b	Blood Cultures Performed in the Emergency Department (ED) Prior to Initial Antibiotic Received in Hospital
PN-6	Initial Antibiotic Selection for Community-Acquired Pneumonia (CAP) in Immunocompetent Patients
SCIP-Inf-1	Prophylactic Antibiotic Received Within One Hour Prior to Surgical Incision
SCIP-Inf-2	Prophylactic Antibiotic Selection for Surgical Patients

Table 2. Clinical Process of Care Measures, FY 2013 – 2015 (cont.)

Measure ID	Measure Description
SCIP-Inf-3	Prophylactic Antibiotics Discontinued Within 24 Hours After Surgery End Time
SCIP-Inf-4	Cardiac Surgery Patients with Controlled 6:00 a.m. Postoperative Serum Glucose
SCIP-Inf-9 (for FY 2014 – 2015 only)	Urinary Catheter Removal on Postoperative Day 1 or Postoperative Day 2
SCIP-Card-2	Surgery Patients on a Beta-Blocker Prior to Arrival Who Received a Beta-Blocker During the Perioperative Period
SCIP-VTE-1 (for FY 2013 – 2014 only)	Surgery Patients with Recommended Venous Thromboembolism Prophylaxis Ordered
SCIP-VTE-2	Surgery Patients Who Received Appropriate Venous Thromboembolism Prophylaxis Within 24 Hours Prior to Surgery to 24 Hours After Surgery

## **Patient Experience of Care Domain**

The dimensions of the Patient Experience of Care domain for FY 2013 - 2015 are listed below.

- 1) Nurse Communication
- 2) Doctor Communication
- 3) Hospital Staff Responsiveness
- 4) Pain Management
- 5) Medicine Communication
- 6) Hospital Cleanliness and Quietness
- 7) Discharge Information
- 8) Overall Hospital Rating



## **Outcome Domain**

Table 3 lists the Outcome domain measures for FY 2014 – 2015.

Table 3. Outcome Measures, FY 2014 – 2015

Measure ID	Measure Description
MORT-30-AMI	Acute Myocardial Infarction (AMI) 30-Day Mortality Rate
MORT-30-HF	Heart Failure (HF) 30-Day Mortality Rate
MORT-30-PN	Pneumonia (PN) 30-Day Mortality Rate
AHRQ PSI-90 composite (for FY 2015 only)	Complication/Patient Safety for Selected Indicators (composite)
CLABSI (for FY 2015 only)	Central Line-Associated Blood Stream Infection

## Efficiency Domain

Table 4 lists the Efficiency domain measure, effective for FY 2015.

Table 4. Efficiency Measures, FY 2015

Measure ID Measure Description	
MSPB-1	Medicare Spending per Beneficiary (MSPB)

The MSPB measure assesses Medicare Part A and Part B payments for services provided to a Medicare beneficiary during a spending-per-beneficiary episode that spans from 3 days prior to an inpatient hospital admission through 30 days after discharge. The payments included in this measure are price-standardized and risk-adjusted.

## **How Is Hospital Performance Scored?**

CMS assesses each hospital's total performance by comparing its **Achievement** and **Improvement** scores for each applicable Hospital VBP measure. CMS uses a threshold (50th percentile) and benchmark (mean of the top decile) to determine how many points are awarded for the Achievement and Improvement scores. CMS compares the Achievement and Improvement scores and only uses whichever is greater.

To determine the Clinical Process of Care and Outcome domain scores, points are added across all measures.

The Patient Experience of Care domain score is the sum of a hospital's Hospital Consumer Assessment of Healthcare Providers and Suppliers (HCAHPS) base score and that hospital's HCAHPS Consistency score.

- **Achievement points** are awarded by comparing a hospital's rates during the performance period with all hospitals' rates from a baseline period:
  - Hospital rates at or above benchmark = 10 Achievement points
  - Hospital rates below the Achievement threshold = 0 Achievement points
  - If the rate is equal to or greater than the Achievement threshold and less than the benchmark = 1 − 10 Achievement points
- **Improvement points** are awarded by comparing a hospital's rates during the performance period to that same hospital's rates from a baseline period:
  - Hospital rates at or above benchmark = 9 Improvement points
  - Hospital rates at or below baseline period rate = 0 Improvement points
  - If the hospital's rate is between the baseline period rate and the benchmark = 0-9 Improvement points
- Consistency points are awarded by comparing a hospital's Patient Experience of Care dimensions rates during the performance period with all hospitals' Patient Experience of Care rates from a baseline period:
  - If all dimension rates are at or above Achievement threshold = 20 Consistency points
  - If any dimension rate is at or below worst-performing hospital dimension baseline period rate = 0 Consistency points
  - If the lowest dimension rate is greater than the worst-performing hospital's rate but less than the Achievement threshold = 0 – 20 Consistency points

## CMS calculates a hospital's **Total Performance Score** by:

- 1) Combining the greater of either the hospital's Achievement or Improvement points for each measure to determine a score for each domain;
- Then multiplying each domain score by a specified "weight" (percentage); and
- 3) Then adding together the weighted domain scores.



The domain weights for FY 2013 – 2015 are listed in Table 5.

Table 5. Weighted Value of Each Domain, FY 2013 – 2015

Domain	FY 2013 Weight	FY 2014 Weight	FY 2015 Weight
Clinical Process of Care	70%	45%	20%
Patient Experience of Care	30%	30%	30%
Outcome	N/A	25%	30%
Efficiency	N/A	N/A	20%

## What Are the Hospital VBP Program Periods?

A Hospital VBP Program **performance period** is a designated time span used to capture data that shows how well a hospital is performing. CMS compares data collected during the performance period to data collected for each participating hospital during a **baseline period**. Table 6 provides baseline and performance period dates for FY 2013 – 2015.

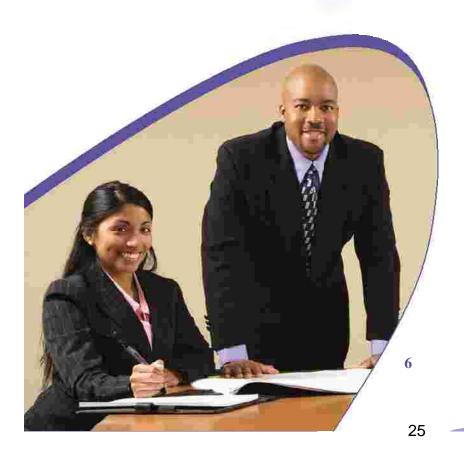


Table 6. Baseline and Performance Periods, FY 2013 – 2015

Domain	FY 2013	FY 2014	FY 2015
Clinical Process of Care Measure(s)	Baseline Period: July 1, 2009 – March 31, 2010 Performance Period:	Baseline Period: April 1, 2010 – December 31, 2010 Performance Period:	Baseline Period: January 1, 2011 – December 31, 2011 Performance Period:
	July 1, 2011 – March 31, 2012	April 1, 2012 – December 31, 2012	January 1, 2013 – December 31, 2013
Patient Experience of Care Dimension(s)	Baseline Period: July 1, 2009 – March 31, 2010 Performance Period: July 1, 2011 – March 31, 2012	Baseline Period: April 1, 2010 – December 31, 2010 Performance Period: April 1, 2012 – December 31, 2012	Baseline Period: January 1, 2011 – December 31, 2011 Performance Period: January 1, 2013 – December 31, 2013
Mortality Outcome Measure(s)	N/A	Bas eline Period:  July 1, 2009 –  June 30, 2010  Performance Period:  July 1, 2011 –  June 30, 2012	Bas eline Period: October 1, 2010 – June 30, 2011 Performance Period: October 1, 2012 – June 30, 2013
AHRQ PSI composite Outcome Measure(s)	N/A	N/A	Bas eline Period: October 15, 2010 – June 30, 2011 Performance Period: October 15, 2012 – June 30, 2013
CLABSI Outcome Measure(s)	N/A	N/A	Baseline Period: January 1, 2011 – December 31, 2011 Performance Period: February 1, 2013 – December 31, 2013
Efficiency Measure(s)	N/A	N/A	Bas eline Period:  May 1, 2011 –  December 31, 2011  Performance Period:  May 1, 2013 –  December 31, 2013

## **How Are Hospitals Rewarded?**

The Hospital VBP Program is funded by a percentage withheld from participating hospitals' Diagnosis-Related Group (DRG) payments. This applicable percentage varies until FY 2017. Table 7 lists these applicable percentages.

Table 7. Applicable Percentages, FY 2013 – 2017

Fis cal Year	Applicable Percentage		
2013	1.0%		
2014	1.25%		
2015	1.50%		
2016	1.75%		
2017 and subsequent years	2.0%		

Other funding specifics for the program include:

- The law requires the total amount of value-based incentive payments in aggregate be equal to the amount available for value-based incentive payments.
- CMS finalized a linear exchange function to translate Total Performance Scores into value-based incentive payments.



## Resources

Table 8 provides resources for additional information.

Table 8. Hospital Value-Based Purchasing Resources

Resource	We bs ite
Compilation of Social Security Laws	http://www.ssa.gov/OP_Home/ssact/title18/1886.htm on the U.S. Social Security Administration website
Final Rules in the Federal Register	<ul> <li>FY 2013: <a href="http://www.gpo.gov/fdsys/pkg/FR-2011-05-06/pdf/2011-10568.pdf">http://www.gpo.gov/fdsys/pkg/FR-2011-05-06/pdf/2011-10568.pdf</a></li> <li>FY 2014: <a href="http://www.gpo.gov/fdsys/pkg/FR-2011-11-30/pdf/2011-28612.pdf">http://www.gpo.gov/fdsys/pkg/FR-2011-11-30/pdf/2011-28612.pdf</a></li> <li>FY 2015: <a href="http://www.gpo.gov/fdsys/pkg/FR-2012-08-31/pdf/2012-19079.pdf">http://www.gpo.gov/fdsys/pkg/FR-2012-08-31/pdf/2012-19079.pdf</a></li> </ul>
HCAHPS	http://www.hcahpsonline.org
Hospital Quality Initiative	http://www.cms.gov/Medicare/Quality-Initiatives-Patient-Assessment- Instruments/HospitalQualityInits
Hospital VBP Program	For more information on the Hospital VBP Program, visit <a <a="" at="" booklet="" guided="" href="http://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNEdWebGuide/Downloads/Guided_Pathways_Provider_Specific_Booklet.pdf" medicare="" mln="" pathways="" provider="" resources="" specific"="" to="">http://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNEdWebGuide/Guided_Pathways.html</a> on the CMS website.







This fact sheet was current at the time it was published or uploaded onto the web. Medicare policy changes frequently so links to the source documents have been provided within the document for your reference.

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#### Check out CMS on:







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RUN	DATE	TIME	EMS	RESPONSE	DESTINATION	PAYER
NUMBER	CREATED	CREATED/	PROVIDER	TIME		1111=11
*-ED patient		[SCHEDULED]	*-changed	(EARLY)		
*15-04-0002	4/1/15	04.52.05	RCEMS	18.13	Childrens Dallas	Superior Health
15-04-0005 *15-04-0011	4/1/15 4/1/15	[11.00] 14.54.18	RCEMS RCEMS	(1.21) 11.45	VA Dallas Methodist Richardson	Medicare Medicare
*15-04-0014	4/1/15	[16.45]	RCEMS	46.55	Meadowcrest Dr, Terrell	Self Pay/Presby Rockwall
*15-04-0018	4/2/15	01.51.34	RCEMS	12.24	Presby Dallas	Tri-Care
15-04-0021	4/2/15	[13.00]	RCEMS	17.25	Beacon Harbor	Secure Horizons
*15-04-0030	4/2/15	16.16.41	RCEMS	45.17	Arbor House	Medicare
15-04-0038 *15-04-0047	4/2/15 4/3/15	18.07.59 05.12.25	RCEMS RCEMS	10.25 30.36	Timberlawn Medical City Dallas	UHC BCBS
15-04-0047	4/3/15	[13.00]	RCEMS	0.00	Barnes Bridge, Sunnyvale	Medicare
*15-04-0058	4/3/15	14.07.45	RCEMS	30.59	Presby Dallas	Medicare
15-04-0062	4/3/15	[16.45]	RCEMS	12.27	Broadmoore	Medicare
15-04-0087	4/4/15	12.41.10	Allegiance	1.09.50	Kindred Greenville Ave, Dallas	Secure Horizons
*15-04-0088	4/4/15	13.11.56	AMR	49.04	Medical Center Plano	Medicare
*15-04-0089 *15-04-0096	4/4/15 4/4/15	14.39.28 16.34.46	RCEMS RCEMS	11.33	Presby Dallas Baylor Dallas	Care N Care Medicare
15-04-0097	4/4/15	16.39.05	RCEMS	18.36	Lake Pointe Medical Center	Medicaid
*15-04-0098	4/4/15	16.44.23	RCEMS	16.55	Presby Dallas	Tri-Care
*15-04-0099	4/4/15	16.46.32	RCEMS	1.22.05	Parkland	Medicare
*15-04-0104	4/4/15	20.21.29	Allegiance	34.57	Presby Dallas	Medicare
*15-04-0116	4/5/15	13.18.07	RCEMS	1.27.52	Presby Dallas	Medicare
*15-04-0120 *15-04-0121	4/5/15 4/5/15	16.22.11 18.04.16	RCEMS RCEMS	30.08 17.28	Medical Center Plano Presby Dallas	Blue Cross Medicare
*15-04-0121	4/5/15	19.14.52	RCEMS	1.12.00	Prseby Dallas	Medicare
*15-04-0130	4/6/15	07.05.53	RCEMS	20.24	Presby Dallas	Medicare
15-04-0141	4/6/15	13.54.01	RCEMS	17.11	Baylor Dallas	Medicare
15-04-0144	4/6/15	[16.00]	RCEMS	1.13.40	Arborhouse	Medicare
*15-04-0152	4/6/15	[22.15]	Careflite	16.00	Presby Plano	Humana Medicare
*15-04-0157	4/7/15	01.03.01	RCEMS	10.40	Autumn Leaves	BCBS
*15-04-0159 15-04-0163	4/7/15 4/7/15	01.46.43 [13.15]	Allegiance RCEMS	56.00 (6.23)	Baylor Dallas  County Road 2450, Terrell	Self Pay Medicare
15-04-0165	4/7/15	14.43.12	RCEMS	18.48	Baylor Dallas	Medicare
*15-04-0167	4/7/15	16.17.29	RCEMS	13.45	Presby Dallas	Secure Horizons
*15-04-0170	4/7/15	18.22.56	RCEMS	3.03	Presby Dallas	Medicare
*15-04-0177	4/7/15	19.54.45	RCEMS	41.17	Presby Plano	Humana Medicare
*15-04-0187	4/8/15	11.39.19	RCEMS	9.06	Walnut Hill Medical Center	Medicare
*15-04-0190	4/8/15	15.12.18	RCEMS	12.17	Medical Center Plano	Medicare
*15-04-0191 *15-04-0200	4/8/15 4/8/15	15.36.09 [18.45]	RCEMS Careflite	55.00 1.05.28	Windsor Care Center, Terrell Presby Dallas	Medicare Medicare
*15-04-0206	4/8/15	19.34.57	RCEMS	1.21.59	Presby Dallas	Aetna
*15-04-0207	4/8/15	20.02.20	Allegiance	28.02	Medical Center Plano	Medicare
*15-04-0208	4/8/15	21.49.20	RCEMS	1.20.02	Autumn Leaves	Medicare
*15-04-0211	4/8/15	23.46.36	Allegiance	2.18.47	UTSW Clements	Medicare
*15-04-0224	4/9/15	13.22.59	RCEMS	5.16	Medical Center Plano	Aetna
*15-04-0226 *15-04-0234	4/9/15 4/9/15	[15.00] [17.45]	RCEMS Allegiance	7.19 14.05	Lake Pointe Medical Center Presby Dallas	Self Pay Medicare
*15-04-0235	4/9/15	[16.30]	RCEMS	33.36	Childrens Dallas	Medicaid
*15-04-0240	4/9/15	23.21.30	RCEMS	12.51	Baylor Plano	BCBS
*15-04-0250	4/10/15	13.31.08	RCEMS	13.53	Presby Dallas	Aetna
15-04-0258	4/10/15	17.35.32	RCEMS	10.29	Walnut Hill Medical Center	Medicare
*15-04-0263	4/10/15	20.53.37	Careflite	48.08	Childrens Dallas	BCBS
*15-04-0266	4/11/15	00.19.07	RCEMS	22.56	Presby Dallas Medical Center Plano	Medicare Self Pay
*15-04-0269 *15-04-0272	4/11/15 4/11/15	4.51.43 10.37.37	RCEMS RCEMS	11.47 1.18	Timberlawn	Parkland Medicaid
*15-04-0285	4/11/15	17.04.11	RCEMS	2.10	Presby Dallas	Medicare
*15-04-0288	4/11/15	20.50.15	RCEMS	12.50	Presby dallas	BCBS
*15-04-0289	4/11/15	22.52.04	RCEMS	11.20	Lake Pointe Medical Center	Medicare
*15-04-0291	4/12/15	00.25.16	RCEMS	53.10	Presby Dallas	AARP/BCBS
*15-04-0293	4/12/15	01.30.52	Careflite	39.08	Medical City Childrens	Self Pay
*15-04-0304 *15-04-0312	4/12/15	16.38.01	RCEMS RCEMS	1.40 8.57	Presby Dallas Medical City Dallas	Medicare
15-04-0312	4/12/15 4/13/15	22.44.56 [13.00]	RCEMS	1.02.29	Kindred Dallas	Aetna Medicare
15-04-0324	4/13/15	[14.30]	RCEMS	(2.08)	Ridgecrest Nursing Home, Forney	Medicare
15-04-0329	4/13/15	13.46.49	Allegiance	30.11	County Road 2322, Terrell	Medicare
15-04-0333	4/13/15	[16.45]	RCEMS	(5.23)	Presby Plano	Medicare
*15-04-0334	4/13/15	17.22.17	RCEMS	14.01	Lakepoint Medical Center	Medicare
*15-04-0339	4/13/15	21.14.42	RCEMS	10.24	Medical Center Plano	UHC
15-04-0351	4/14/15	[13.00]	RCEMS	(9.37)	Autumn Leaves	Medicare
15-04-0355 *15-04-0356	4/14/15 4/14/15	15.31.11 15.43.56	RCEMS RCEMS	12.07 26.54	Lake Pointe Medical Center Presby Dallas	Self Pay Cigna
15-04-0364	4/14/15	[10.30]	RCEMS	(2.04)	Presby Dallas	Medicare
*15-04-0365	4/15/15	[10.45]	Careflite	(2.00)	Medical Center Plano	BCBS
	4/15/15	16.08.06	RCEMS	16.40	Presby Dallas	Medicaid
*15-04-0373	7,10					

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						lo « a
*15-04-0391	4/16/15	01.27.09	Allegiance	54.51	Green Oaks	Self Pay
15-04-0393	4/16/15	08.48.17	RCEMS	10.02	Presby Dallas	Secure Horizons
15-04-0395	4/16/15	[13.00]	RCEMS	(7.18)	Royse City Health & Rehab	Secure Horizons
15-04-0398	4/16/15	[14.15]	RCEMS	(2.43)	Baylor Dallas	Medicare
*15-04-0414	4/16/15	22.18.33	RCEMS	22.29	Presby Dallas	Cigna
*15-04-0417	4/17/15	05.05.15	RCEMS	34.45	Lake Pointe Medical Center	Medicare
15-04-0424	4/17/15	[12.15]	RCEMS	5.17	Ridgecrest Nursing Home, Forney	Medicare
15-04-0429	4/17/15	[15.00]	RCEMS	34.55	Royse City Health & Rehab	Medicare
15-04-0435	4/17/15	17.56.03	RCEMS	17.29	Broadmoore	Humana Gold
*15-04-0437	4/17/15	19.33.38	RCEMS	32.31	Presby Dallas	Medicare
*15-04-0444	4/18/15	06.40.20	RCEMS	46.26	Presby Dallas	None
*15-04-0459	4/18/15	19.54.36	Allegiance	2.47.58	Presby Dallas	Medicare
*15-04-0462	4/18/15	22.24.51	RCEMS	33.17	Royse City Health & Rehab	Medicare
*15-04-0485	4/19/15	16.33.01	RCEMS	12.40	Presby Dallas	Medicare
*15-04-0498	4/20/15	02.17.52	RCEMS	16.57	Childrens Dallas	Self Pay
*15-04-0508	4/20/15	14.17.46	RCEMS	14.44	Baylor Garland	Medicare
*15-04-0514	4/20/15	18.04.06	Allegiance	41.54	Medical Center Plano	Medicare
15-04-0524	4/21/15	[10.30]	RCEMS	0.00	Mesquite Specialty	Cigna
*15-04-0532	4/21/15	[15.15]	RCEMS	4.01	Medical Center Plano	UHC
*15-04-0535	4/21/15	17.17.42	RCEMS	7.27	Medical Center Plano	Medicare
15-04-0541	4/21/15	[20.00]	Careflite	44.24	Pleasant Valley Nursing Home, Garland	Medicare
*15-04-0547	4/22/15	07.52.26	RCEMS	11.08	Medical Center Plano	Medicare
15-04-0553	4/22/15	11.08.39	RCEMS	31.30	LPMC	Molina
*15-04-0555	4/22/15	13.08.58	RCEMS	1.05.13	Presby Plano	UHC
*15-04-0561	4/22/15	[16.15]	Allegiance	38.26	Presby Plano	Medicare
*15-04-0562	4/22/15	15.35.08	RCEMS	5.35	Medical Center Plano	Medicare
15-04-0569	4/22/15	[19.15]	Careflite	33.17	Medical City Dallas	Medicare/Medicaid
*15-04-0570	4/22/15	23.11.58	RCEMS	13.14	Medical Center Plano	Self Pay
15-04-0586	4/23/15	17.22.27	RCEMS	13.35	Broadmoore	Care Improvement +
*15-04-0592	4/23/15	19.44.03	RCEMS	29.40	Presby Dallas	Medicare
15-04-0613	4/24/15	[16.00]	Allegiance	1.16.23	Briarcliff Nursing Home, Greenville	Medicare
15-04-0628	4/25/15	[09.00]	Careflight	(6.00)	Broadmoore	Medicare
15-04-0629	4/25/15	[10.15]	Allegiance	9.00	Broadmoore	Medicare
15-04-0633	4/25/15	[12.30]	RCEMS	(8.16)	Ridgemont, Heath	Humana Medicare
15-04-0640	4/25/15	[17.00]	RCEMS	2.24	Broadmoore	Humana Medicare
*15-04-0649	4/25/15	19.51.16	Allegiance	49.20	Presby Plano	Medicare
*15-04-0651	4/25/15	22.00.59	RCEMS	11.05	Autumn Leaves	Medicare
15-04-0658	4/26/15	09.32.55	AMR	41.57	Presby Dallas	Aetna
15-04-0667	4/26/15	15.55.38	RCEMS	51.01	Blackland Rd, Fate	Medicare
*15-04-0671	4/26/15	19.00.30	RCEMS	12.00	Childrens Dallas	Tri-Care
*15-04-0676	4/26/15	22.54.18	RCEMS	23.09	Methodist Richardson	BCBS
*15-04-0678	4/26/15	00.38.29	RCEMS	8.14	Presby Dallas	Medicare
*15-04-0694	4/27/15	14.15.11	RCEMS	55.09	Presby Dallas	Secure Horizons
15-04-0715	4/28/15	[12.30]	RCEMS	3.48	County Road 589, Neveda	Medicare
15-04-0719	4/28/15	[16.00]	RCEMS	(4.27)	Ridgecrest Nursing Home, Forney	Medicare
*15-04-0734	4/28/15	[22.00]	Careflite	(9.00)	Presby Dallas	Medicare
*15-04-0736	4/28/15	23.10.01	RCEMS	9.08	Medical Center Plano	Medicare
*15-04-0742	4/29/15	08.06.14	RCEMS	30.00	Presby Plano	Medicare
*15-04-0746	4/29/15	13.59.21	RCEMS	13.52	Rockridge Assisted Living	Medicare
*15-04-0749	4/29/15	[16.30]	RCEMS	(3.47)	Presby Dallas	Self Pay
15-04-0751	4/29/15	[18.30]	Careflite	13.00	Baylor Dallas	Medicare
15-04-0772	4/30/15	[13.00]	RCEMS	(2.09)	Presby Dallas	Self Pay
15-04-0773	4/30/15	[14.30]	Careflite	7.00	Mockingbird St, Royse City	Medicare
*15-04-0779	4/30/15	18.32.06	RCEMS	8.23	Baylor Dallas	Medicare
*15-04-0780	4/30/15	[19:15:00]	Allegiance	36.21	Timberlawn	Self Pay
15-04-0781	4/30/15	[21.00]	Careflite	1.45.59	Bayview Dr, Garland	Medicare
*15-04-0786	4/30/15	21.12.31	RCEMS	1.37.48	Presby Dallas	Medicare
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# Presbyterian Hospital of Rockwall Ambulance Reporting - February 2015

RUN	DATE	TIME	EMS	RESPONSE	DESTINATION	PAYER
NUMBER	CREATED		PROVIDER	TIME	22011111111111	.,,,,
*-ED patient		SCHEDULED	*-changed	(EARLY)		
15-02-0005	2/1/15	[10.15]	RCEMS	(9.03)	Willow Bend, Mesquite	Secure Horizon
*15-02-0020	2/2/15	23.28.31	Allegiance	1.58.00	Music Row, Terrell Tx	Medicare
15-02-0029 *15-02-0050	2/2/15 2/3/15	[14.00] 02.52.46	RCEMS Allegiance	(21.12) 37.14	Royce City Health & Rehab Presby Plano	AARP/Medicaid Secure Horizons
15-02-0055	2/3/15	09.59.05	RCEMS	45.47	Baylor Dallas H&V	UHC
15-02-0057	2/3/15	[11.00]	RCEMS	(5.09)	Crestwood H&R, Wills Point	Medicare
15-02-0059	2/3/15	[11.45]	RCEMS	62.47	Lakepoint Medical Center	Medicare
*15-02-0084	2/4/15	09.58.45	RCEMS	32.40	Baylor Dallas	Medicare
*15-02-0091	2/4/15	15.27.07	RCEMS	15.54	Presby Dallas	Medicare
*15-02-0100 *15-02-0125	2/5/15 2/5/15	03.08.35 [19.15]	RCEMS RCEMS	9.30 (5.07)	Presby Dallas Timberlawn	Cigna Medicare
15-02-0127	2/5/15	23.44.27	RCEMS	13.37	Lakepoint Medical Center	Medicaid
15-02-0136	2/6/15	[10.30]	RCEMS	0.11	Presby Dallas	Medicare
15-02-0145	2/6/15	[14.30]	RCEMS	15.44	Zale	Well Care
15-02-0151	2/6/15	[17.30]	RCEMS	7.18	Life Care Plano	Medicare
15-02-0153	2/6/15	17.59.29	AMR	78.52	Medical Center Plano	BCBS
*15-02-0177 15-02-183	2/7/15 2/7/15	14.43.20 [17.00]	RCEMS	0.00 38.25	Timberlawn PRESBY DALLAS	Medicare  Medicare
*15-02-183	2/7/15	[18.00]	Allegiance Allegiance	19.00	BAYLOR HEART AND VASCULAR	Medicare
*15-02-0191	2/7/15	22.21.56	Allegiance	79.57	Timberlawn	ATENA
*15-02-0211	2/9/15	01.10.28	Allegiance	1.59.32	Presby Dallas	AARP
15-02-0221	2/9/15	10.31.43	RCEMS	16.28	Lakepoint Medical Center	Medicare
*15-02-0241	2/9/15	22.52.04	Allegiance	45.56	BAYLOR HEART AND VASCULAR	BCBS
*15-02-0247	2/10/15	09.58.15	RCEMS	11.43 12.36	Timberlawn	BCBS
*15-02-0253 15-02-0255	2/10/15 2/10/15	14.09.09 14.44.50	RCEMS RCEMS	41.07	Timberlawn Presby Plano	Aetna Cigna
15-02-0258	2/10/15	[18.00]	Allegiance	22.00	Mesquite Rehab	Medicare
15-02-0265	2/10/15	18.05.10	RCEMS	2.36.45	Presby Dallas	Medicare
15-02-0266	2/10/15	[20.00]	Allegiance	1.22.00	Lakepoint Medical Center	UHC
*15-02-0275	2/10/15	22.08.51	RCEMS	9.50	Medical Center Plano	Medicare
*15-02-0280	2/11/15	03.47.44	RCEMS	9.09	Medical City Dallas	GPA
*15-02-0290 15-02-0325	2/11/15 2/12/15	18.49.36 18.27.51	Allegiance Allegiance	83.53 93.09	Baylor Garland Presby Dallas	Secure Horizons Self Pay
*15-02-0326	2/12/15	19.16.31	RCEMS	25.46	Presby Dallas	Humanna
*15-02-0327	2/12/15	21.55.01	RCEMS	9.33	presby allen	Medicare
15*-020331	2/13/15	03.33.04	RCEMS	19.37	Presby Plano	BCBS
15-02-0335	2/13/15	10.24.25	RCEMS	16.13	Presby Dallas	Medicare
*15-02-0357	2/14/15	00.53.03	Allegiance	55.00	Presby Dallas	Medicare
*15-02-0360 *15-02-0361	2/14/15 2/14/15	03.02.06 4.31.43	Allegiance RCEMS	39.57 14.04	Lakepoint Medical Center Baylor Garland	BCBS BCBS
*15-02-0368	2/14/15	10.36.10	RCEMS	13.45	Presby Dallas	Medicare
15-02-0370	2/14/15	[13.30]	Allegiance	(46.00)	Windsor Care Center, Terrell	Medicare
*15-02-0372	2/14/15	18.46.54	Allegiance	1.42.00	Healthsouth Plano	Medicare
*15-02-0383	2/15/15	00.24.05	Allegiance	18.55	Baylor Dallas	Self Pay
*15-02-0384	2/15/15	00.26.39	Allegiance	83.31	Parkland	BCBS
*15-02-0385 *15-02-0386	2/15/15 2/15/15	01.04.02 03.41.06	Allegiance Allegiance	64.58 48.54	Baylor Garland Parkland	Self Pay Unknown
*15-02-0386	2/15/15	12.29.50	RCEMS	10.20	Children's Legacy, Frisco	Amerigroup
*15-02-0405	2/15/15	22.59.37	Allegiance	24.23	Baylor Dallas	Antengroup
15-02-0408	2/16/15	12.31.45	RCEMS	14.02	UT Southwestern	Aenta PPO
15-02-0412	2/16/15	[16.30]	RCEMS	(0.20)	San Remo NH, Richardson	UHC
*15-02-0419	2/16/15	19.17.49	RCEMS	2.15.13	Presby Dallas	Aetna
*15-02-0420 *15-02-0428	2/16/15 2/16/15	19.22.35 22.18.59	Allegiance Allegiance	82.25 46.01	Presby Dallas  Medical Center Plano	Medicaid M Carriage M Care
*15-02-0432	2/16/15	03.25.44	RCEMS	9.18	Presby Plano	None
*15-02-0437	2/17/15	09.29.21	RCEMS	16.23	Meadowcrest, Terrell	None
*15-02-0446	2/17/15	15.49.08	Allegiance	3.11.00	Presby Dallas	Medicaid
15-02-0449	2/17/15	17.02.04	Allegiance	2.38.00	Presby Plano	BCBS
*15-02-0452	2/17/15	20.28.50	Allegiance	1.23.00	Medical Center Plano	Medicare
*15-02-0457	2/18/15	00.14.41	RCEMS	23.02	Broadmoore Medical Lodge	Medicare
15-02-0473 15-02-0476	2/18/15 2/18/15	[13.15] [16.30]	RCEMS RCEMS	(4.04) 7.16	Beacon Harbor Royse City Health & Rehab	Medicare Medicare
*15-02-0476	2/18/15	17.37.35	RCEMS	62.20	Hickory Trails	Medicaid
*15-02-0481	2/18/15	21.34.28	Allegiance	85.44	presby dallas	BCBS
15-02-0491	2/19/15	[14.00]	RCEMS	(16.02)	Healthsouth Plano	Aetna/Medicare
15-02-0499	2/19/15	18.36.43	RCEMS	16.52	Christian Care	Secure Horizons

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*15-02-0500	2/19/15	[19.30]	Allegiance	14.11	Children's Dallas	BCBS
*15-02-0503	2/19/15	19.16.03	Allegiance	42.53	Presby Plano	humanna
*15-02-0508	2/19/15	22.55.05	RCEMS	33.33	GREEN OAKS	None
15-02-0509	2/19/15	22.58.07	Allegiance	36.19	PRESBY DALLAS	Medicare
*15-02-0510	2/20/15	01.27.17	RCEMS	8.36	childrens dallas	Medicaid
*15-02-0511	2/20/15	03.19.21	Allegiance	35.32	childrens dallas	Unknown
15-02-0514	2/20/15	10.10.27	RCEMS	10.21	Presby Dallas	Superior
15-02-0522	2/20/15	[16.30]	RCEMS	(0.45)	Mockingbird St. Royse City	Medicare
*15-02-0524	2/20/15	18.36.20	RCEMS	52.02	Timberlawn	Ividaidai d
*15-02-0529	2/20/15	19.51.33	AMR	59.59	Baylor Garland	Cigna
*15-02-0533	2/20/15	22.00.32	RCEMS	15.13	Lakepoint Medical Center	Medicare
*15-02-0534	2/20/15	23.20.47	Allegiance	70.00	childrens dallas	BCBS
*15-02-0539	2/21/15	00.02.06	Allegiance	68.49	childrens dallas	Superior
*15-02-0559	2/21/15	20.53.38	RCEMS	46.25	Medical Center Plano	BCBS
*15-02-0560	2/21/15	22.05.36	Allegiance	66.57	childrens dallas	ATENA
*15-02-0561	2/21/15	23.44.38	RCEMS	11.12	CHILDRENS DALLAS	Amerigroup
*15-02-0563	2/21/15	06.31.57	RCEMS	1.58.11	CHILDRENS DALLAS  CHILDRENS DALLAS	Amerigroup
15-02-0563	2/24/15					0 1
		[15.00]	Allegiance	1.07.00	Ridgecrest NH, Forney	Secure Horizons
15-02-0622	2/22/15	[20.30]	Allegiance	3.29.00	Baylor Dallas	BCBS
*15-02-0628	2/25/15	01.21.15	RCEMS	14.58	Medical Center Plano	AARP Secure Horizons
*15-02-0642	2/25/15	15.07.49	RCEMS	12.10	Presby Dallas	Self Pay
*15-02-0647	2/25/15	[18.30]	RCEMS	(5.00)	Baylor Dallas	Superior Health Care
15-02-0654	2/26/15	03.20.32	RCEMS	12.02	PRESBY DALLAS	Secure Horizons
15-02-0663	2/26/15	[14.00]	RCEMS	0.00	Centennial Med Cntr, Frisco	UHC
15-02-0667	2/26/15	[18.00]	RCEMS	(69.55)	Mark Dr, Mesquite	Secure Horizons
15-02-0668	2/26/15	16.42.40	RCEMS	156.27	Parkland Hospital	Worker's Comp
*15-02-0671	2/26/15	19.10.49	Allegiance	31.39	WALNUT HILL MED CTR	Medicare
*15-02-0675	2/26/15	21.32.02	RCEMS	92.10	LAKEBLUFF DR GARLAND	Medicare
15-02-0683	2/27/15	[10.00]	RCEMS	(23.45)	Rockwall Nursing Care Center	Medicare
15-02-0685	2/27/15	[12.30]	Allegiance	53.53	Terrell Healthcare	Medicare
15-02-0687	2/27/15	11.49.49	RCEMS	17.45	Arborhouse	Medicare
*15-02-0715	2/28/15	17.23.34	RCEMS	48.43	Presby Dallas	AARP
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RUN	DATE	TIME	EMS	RESPONSE	DESTINATION	PAYER
NUMBER	CREATED		PROVIDER	TIME	BESTIMMITON	TATER
*-ED patient		[SCHEDULED]	*-changed	(EARLY)		
*15-01-0006	1/1/15	[07.00]	Allegiance	16.00	Seay Behavioral	UHC
*15-01-0007 *15-01-0025	1/1/15 1/1/15	[08.00]	Allegiance Allegiance	(7.00)	Presby Dallas Baylor Dallas	Medicare Medicare
*15-01-0034	1/1/15	21.37.35	RCEMS	12;41	Broadmoore	Medicare
*15-01-0036	1/1/15	22.47.15	RCEMS	5.04	Presby Dallas	Aetna
*15-01-0039	1/2/15	00.50.05	Allegiance	27.00	Presby Dallas	Self Pay
15-01-0054	1/2/15	17.44.33	RCEMS	5.07	Walnut Hill Hospital, Dallas	Medicare
*15-01-0056 15-01-0064	1/2/15 1/3/15	19.45.22 09.58.38	RCEMS RCEMS	15.48 38.13	Baylor Dallas Royse City H&R	Medicare Medicare
*15-01-0081	1/3/15	19.15.59	RCEMS	17.09	Presby Dallas	UHC
*15-01-0082	1/3/15	19.31.40	Allegiance		Presby Dallas	Self Pay
*15-01-0087	1/3/15	22.28.32	RCEMS	5.00	Presby Dallas	Secure horizons
*15-01-0090	1/4/15	02.17.53	RCEMS	17.00	Presby Plano	Medicare
*15-01-0091	1/4/15 1/4/15	02.24.07 05.54.17	Allegiance RCEMS	39.53	Baylor Dallas	Medicare
*15-01-0093 *15-01-0126	1/4/15	08.58.42	RCEMS	13.37 1.52.00	Medical Center Plano Presby Dallas	Medicare Self Pay
*15-01-0144	1/5/15	17.12.44	RCEMS	43.36	Presby Dallas	Medicare
*15-01-0150	1/5/15	19.58.18	RCEMS	2.23.57	Presby Dallas	Medicare
*15-01-0153	1/5/15	20.39.47	RCEMS	2.47	Presby Dallas	Medicare
15-01-0166	1/5/15	[13.45]	RCEMS	0.28	Royse City H&R	Medicare  Private Healthoure Systems
15-01-0175 15-01-0192	1/6/15 1/7/15	19.45.24 [15.00]	RCEMS RCEMS	45.00 6.10	Presby Dallas Broadmoore	Private Healthcare Systems  Medicare
*15-01-0200	1/8/15	02.02.57	RCEMS	11.02	Presby Dallas	Medicare/Medicaid
15-01-0211	1/8/15	[13.30]	Allegiance	(35.00)	San Remo Nursing Home	Medicare
*15-01-0218	1/8/15	13.54.29	RCEMS	14.25	Royse City Health & Rehab	Medicare
15-01-0219	1/8/15	[14.30]	RCEMS	4.34	Ridge Crest Nursing Home	Medicare
15-01-0222 *15-01-0235	1/8/15 1/8/15	[17.45] [18.00]	RCEMS Allegiance	(12.42) (7.00)	Rockwall Nursing Presby Dallas	Medicare Medicare
15-01-0251	1/9/15	[17.30]	Allegiance		Mesquite Speciality	Medicare
*15-01-0253	1/9/15	[08.00]	Allegiance	11.00	Walnut Hill Hospital, Dallas	Medicare
*15-01-0262	1/9/15	23.10.53	RCEMS	18.11	Timberlawn	Aetna
15-01-0275	1/10/15	[12.30]	RCEMS	(17.01)	Kindred Whiterock	Medicare
*15-01-0291 *15-01-0304	1/11/15 1/11/15	00.50.38 07.22.13	Allegiance RCEMS	33.22 13.57	Presby Dallas Rockridge Asst Living	Health Spring Medicare
*15-01-0306	1/11/15	[10.30]	RCEMS	10.25	Children's Medical Center	Amerigroup
*15-01-0309	1/11/15	11.52.27	RCEMS	5.57	Presbyterian Dallas	Medicare
*15-01-0311	1/11/15	13.08.38	RCEMS	1.06.58	Medical Center Plano	Medicare
*15-01-0313	1/11/15	16.24.43	RCEMS	35.04	Rockwall Nursing	Medicare
15-01-0320 *15-01-0325	1/11/15 1/11/15	19.01.28 22.10.55	RCEMS RCEMS	11.04 8.05	Presby Dallas Medical Center Plano	Aetna Medicare
*15-01-0328	1/11/15	00.53.20	RCEMS	8.49	Royse City Health & Rehab	Medicare
*15-01-0329	1/12/15	01.22.39	Allegiance	88.21	Presby Plano	BCBS
*15-01-0337	1/12/15	06.12.56	RCEMS	91.17	Parkland Memorial Hospital	Medicare
15-01-0345	1/12/15	[13.45]	RCEMS		Royse City Health & Rehab	Medicare
15-01-0346 *15-01-0350	1/12/15 1/12/15	[14.30] 15.34.25	RCEMS Allegiance	37.19 115.35	Broadmoore Presbyterian Dallas	Medicare None
*15-01-0353	1/12/15	16.34.58	RCEMS	46.09	Baylor Dallas	UHC
*15-01-0362	1/12/15	23.39.20	RCEMS	5.57	Lake Pointe Medical Center	Medicare
15-01-0368	1/13/15	[10.30]	RCEMS	1.52	Royse City Health & Rehab	Secure Horizons
15-01-0375	1/13/15	[15.30]	RCEMS	(6.23)	Avonlea, Rockwall	Medicare
*15-01-0379 *15-01-0397	1/13/15 1/14/15	16.45.54 04.00.36	RCEMS RCEMS	23.54 10.01	Baylor Dallas Heart & Vascular Rock Ridge Nursing	Medicare Medicare
15-01-0397	1/14/15	[10.30]	RCEMS	2.44	Lake Pointe Medical Center	Medicare
*15-01-0414	1/14/15	14.50.26	RCEMS	0.00	Presby Dallas	Medicare
15-01-0417	1/14/15	[16.30]	Allegiance	0.08	Presby Plano	Medicare/AARP
15-01-0436	1/15/15	[13.00]	RCEMS	98.09	Windsor Care Center, Terrell	Medicare
*15-01-0440 *15-01-0445	1/15/15 1/15/15	13.39.40 20.15.11	RCEMS Allegiance	7.57 2.15.38	Baylor Dallas PRESBY DALLAS	Medicare Medicaid
15-01-0445	1/15/15	[10.30]	RCEMS	(0.05)	Windsor Care Center, Terrell	Medicare
15-01-0453	1/16/15	[13.00]	RCEMS	(1.24)	Pleasant Valley NH, Garland	Secure horizons
*15-01-0460	1/16/15	16.51.16	RCEMS	10.48	Royse City Health & Rehab	Medicare
*15-01-0471	1/17/15	00.00.12	RCEMS	21.02	Presby Dallas	Aetna
15-01-0483	1/17/15	[15.30]	RCEMS	52.06	Royse City Health & Rehab	Secure Horizons
15-01-0487 *15-01-0493	1/17/15 1/17/15	[17.00] 16.50.14	RCEMS RCEMS	(38.38) 18.03	Broadmoore Tx Regional Sunnyvale	Medicare Meicare
*15-01-0500	1/17/15	21.42.22	RCEMS	31.22	Arbor House	Medicare
*15-01-0520	1/18/15	17.48.09	RCEMS	4.35	Presby Rockwall	Medicare
*15-01-0528	1/18/15	21.55.12	RCEMS	18.36	Arbor House	Medicare
15-01-0535	1/19/15	[13.00]	RCEMS	25.35	Royse City Health & Rehab	Secure horizons
15-01-0536	1/19/15	[14.15]	RCEMS	23.19	Rockwall Nursing	Medicare

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15-01-0537	1/19/15	[15.30]	RCEMS	(1.50)	Broadmoore	Medicare
*15-01-0539	1/19/15	12.42.01	Allegiance	32.59	Presby Dallas	BCBS
*15-01-0545	1/19/15	15.39.12	RCEMS	38.50	Medical City Dallas	Medicaid
15-01-0547	1/19/15	[20.00]	RCEMS	*37.38	Presbyterian Dallas	Medicare
*15-01-0549	1/19/15	22.55.31	RCEMS	9.48	Presby Dallas	Medicare
*15-01-0550	1/19/15	22.57.25	Allegiance	38.35	Presby Plano	Medicare
15-01-0559	1/20/15	[11.00]	Allegiance	41.00	Kindred Greenville, Dallas	Secure horizons
*15-01-0560	1/20/15	10.16.37	RCEMS	10.50	Presby Plano	UHC
15-01-0565	1/20/15	13.37.41	RCEMS	20.53	Arbor House	Medicare
15-01-0566	1/20/15	[15.30]	RCEMS	(6.07)	Select Specialty ( Baylor Garland)	Medicare
15-01-0570	1/20/15	[17.30]	RCEMS	(20.34)	Royse City Health & Rehab	Medicare
*15-01-0582	1/21/15	00.07.27	Allegiance	24.33	Children's Dallas	UHC
*15-01-0589	1/21/15	07.51.10	RCEMS	0.00	Presby Dallas	Medicare
*15-01-0602	1/21/15	16.36.48	RCEMS	3.06	Medical Center Plano	Medicare
15-01-0619	1/22/15	[15.00]	RCEMS	(0.33)	Senior Care Lakepoint	Medicare
15-01-0624	1/22/15	[18.00]	RCEMS	32.52	Kindred Dallas	Medicare
15-01-0628	1/22/15	17.07.31	RCEMS	38.57	Carrolton Springs	Medicare
*15-01-0640	1/22/15	23.15.33	Allegiance	1.09	Presby Dallas	Medicare
15-01-0645	1/23/15	[08.15]	RCEMS	2.40	Presby Dallas	BCBS
*15-01-0651	1/23/15	11.27.17	RCEMS	77.33	3 Forks Asst. Living, Forney	Medicare
*15-01-0654	1/23/15	14.11.28	RCEMS	30.50	Medical Center Plano	Secure horizons
15-01-0658	1/23/15	[17.30]	RCEMS	88.27	Mesquite Specialty	Medicare
*15-01-0674	1/23/15	21.28.25	RCEMS	14.47	Presby Dallas	Medicare
*15-01-0678	1/24/15	03.22.14	RCEMS	13.16	Medical City Children's	Medicaid
*15-01-0679	1/24/15	05.16.42	RCEMS	16.25	Presby Dallas	BCBS
15-01-0692	1/24/15	[16.00]	RCEMS	3.53	Founders Plaza, Wylie	Medicare
*15-01-0699	1/24/15	[21.30]	RCEMS	(48.28)	Presby Dallas	Medicare
*15-01-0702	1/24/15	19.30.47	Allegiance	80.40	Presby Dallas	UHC
*15-01-0711	1/25/15	04.04.47	Allegiance	43.25	Children's Legacy	Medicaid
*15-01-0712	1/25/15	6.26.56	RCEMS	51.02	Medical Center Plano	Medicare
*15-01-0725	1/25/15	17.51.26	RCEMS	26.21	Baylor Dallas	BCBS
*15-01-0730	1/25/15	22.35.50	RCEMS	10.03	Arbor House	Medicare
15-01-0744	1/26/15	13.33.02	RCEMS	73.01	Baylor Garland	Self Pay
*15-01-0751	1/26/15	20.32.06	RCEMS	43.35	Medical City Dallas Childrens	Medicaid
*15-01-0753	1/26/15	22.03.04	RCEMS	13.36	Zale Lipshy University Hospital	Self Pay
*15-01-0758	1/27/15	01.00.49	Allegiance	35.11	Medical City Dallas	BCBS
*15-01-0762	1/27/15	12.59.01	Allegiance	28.59	Presby Plano	BCBS
*15-01-0771	1/27/15	15.09.14	Allegiance	24.46	Parkland Memorial Hospital	Multiplan PPO
*15-01-0781	1/28/15	00.21.03	RCEMS	7.51	Presby Dallas	First Health Network
*15-01-0791	1/28/15	[12.30]	RCEMS	(2.16)	Presby Dallas	Medicare
*15-01-0803	1/28/15	19.41.21	Allegiance	47.39	Parkland Memorial Hospital	Tri-Care
*15-01-0805	1/28/15	18.48.01	Allegiance	74.59	Medical Center Plano	Superior Health
15-01-0829	1/29/15	[16.00]	Allegiance	3.00	Mesquite Speciality	Medicare
*15-01-0835	1/29/15	[19.00]	RCEMS	16.29	Broadmoore	Medicare
*15-01-0837	1/29/15	19.22.31	Allegiance	13.29	Children's Dallas	BCBS
15-01-0838	1/29/15	19.25.16	RCEMS	71.57	Presby Dallas	Medicare
*15-01-0841	1/29/15	20.08.12	Allegiance	61.48	Presby Dallas	Medicare
*15-01-0845	1/29/15	23.56.11	RCEMS	31.01	Medical Center Plano	VA
15-01-0855	1/30/15	[13.00]	RCEMS	4.51	Senior Care Lakepoint	Medicare
*15-01-0867	1/30/15	[18.48]	Allegiance	(15.00)	Medical City Children's	BCBS
*15-01-0871	1/31/15	00.07.15	RCEMS	51.45	Timberlawn	BCBS
*15-01-0881	1/31/15	06.25.01	RCEMS	1.24.05	Presby Dallas	Medicare

# Presbyterian Hospital of Rockwall Ambulance Reporting - June 2015

RUN	DATE	TIME	EMS	RESPONSE	DESTINATION	PAYER
NUMBER	CREATED	CREATED/	PROVIDER	TIME		
*-ED patient		[SCHEDULED]	*-changed	(EARLY)		
15-06-0016	6/1/15	[15.15] [18.00]	RCEMS	19.18 27.10	Rockwall Nursing Care Center Beacon Harbor	Medicare Secure Horizon
15-06-0022 15-06-0023	6/1/15 6/1/15	16.39.46	RCEMS RCEMS	19.09	Methodist Medical Center, Dallas	Healthspring
*15-06-0024	6/1/15	19.33.52	RCEMS	1.12.45	Briarcrest, Garland	Medicare
15-06-0042	6/1/15	[17.00]	RCEMS	(2.05)	Sherman St, Rockwall	Medicare
15-06-0065	6/3/15	16.06.11	RCEMS	8.31	Walnut Hill Medical Center	UHC
15-06-0067 15-06-0069	6/3/15 6/3/15	[17.15] [18.30]	RCEMS RCEMS	(2.55)	N Houston St, Royse City Medical Center Plano	Medicare Secure Horizon
*15-06-0074	6/4/15	00.08.52	Allegiance	18.44	Presby Plano	Aetna
*15-06-0077	6/4/15	2.54.12	RCEMS	39.10	Rowlett nursing center	Unk
15-06-0096	6/4/15	[16.30]	RCEMS	(8.57)	Silver Leaf Dr, Fate	Medicare
*15-06-0097	6/4/15	[13.30]	Careflite	(8.57)	Presby Dallas Medical Center Plano	Medicare
*15-06-0112 *15-06-0114	6/5/15 6/5/15	11.38.58 13.17.10	RCEMS RCEMS	7.33 17.18	Children's Dallas	Humana Gold UHC
15-06-0115	6/5/15	[13.45]	RCEMS	6.31	Broadmoore Medical Lodge	Medicare
*15-06-0121	6/5/15	18.42.06	RCEMS	19.26	Presby Dallas	Secure Horizon
*15-06-0124	6/5/15	20.01.37	Allegiance	60.00	Presby Dallas	Medicare
*15-06-0125 *15-06-0129	6/5/15 6/6/15	21.25.15 01.45.14	RCEMS RCEMS	10.17 14.43	Royce City Health Rehab Medical Center Plano	Medicare Self Pay
*15-06-0129	6/6/15	04.08.07	Allegiance	46.59	Presby Dallas	BCBS
*15-06-0146	6/6/15	17.08.52	Careflite	43.08	Medical Center Plano	Medicare
15-06-0150	6/6/15	20.04.42	RCEMS	16.39	Shoregate Dr, Garland	Coventry Health
*15-06-0152 *15-06-0157	6/6/15 6/7/15	21.40.51 11.06.08	Allegiance RCEMS	32.00 30.24	Baylor Dallas Baylor Dallas	Unk Self Pay
*15-06-0157	6/7/15	23.24.47	Careflite	43.13	Presby Dallas	Medicare
*15-06-0178	6/8/15	00.32.43	RCEMS	13.27	Rockwall Nursing Care Center	Medicare
15-06-0189	6/8/15	[14.00]	RCEMS	0.00	Broadmoore Medical Lodge	Medicare
15-06-0191	6/8/15	13.10.03	RCEMS	5.29	Lakepoint Medical Center	Medicare
*15-06-0193 15-06-0206	6/8/15 6/9/15	17.17.33 [12.30]	RCEMS RCEMS	7.54 (10.25)	Walnut Hill Medical Center Royse City Health & Rehab	Medicare Medicare
*15-06-0216	6/9/15	15.22.36	RCEMS	9.45	Rockwall Nursing Care Center	Medicare
15-06-0226	6/9/15	[22.00.00]	RCEMS	21.06	Clements Hospital	Medicare / BCBS
*15-06-0228	6/9/15	23.21.22	RCEMS	1.24.31	Presby Dallas	BCBS
*15-06-0236 *15-06-0247	6/10/15 6/10/15	[05.45.00] 13.40.47	RCEMS RCEMS	3.20 0.00	Baylor Garland Baylor Dallas	Medicare / Medicaid Medicare
*15-06-0249	6/10/15	[14.45]	Allegiance	14.42.29	Medical Center Plano	Self Pay
15-06-0252	6/10/15	[16.00]	RCEMS	0.38	Presby Dallas	Medicare/UHC
15-06-0254	6/10/15	[17.15]	Allegiance	16.59.46	Mesquite Speciality	Medicare
*15-06-0255	6/10/15	[17.15]	RCEMS RCEMS	6.27	Lakepoint Medical Center	Aetna
15-06-0274 15-06-0275	6/11/15 6/11/15	[15.00] [16.30]	Careflite	27.55 164.46	Select Specialty @ BOG Hunt Regional	Medicare Medicare
*15-06-0278	6/11/15	15.37.47	RCEMS	55.15	Zale Lipshy	Medicare
*15-06-0280	6/11/15	18.34.36	RCEMS	37.23	Medical Center Plano	Medicare
*15-06-0284	6/11/15	19.16.18	Allegiance	25.26	Medical Center Plano	BCBS
*15-06-0285 15-06-0295	6/11/15 6/12/15	19.55.14 [12.30]	Allegiance RCEMS	1.53	Broadmoore Medical Lodge	Medicare
15-06-0296	6/12/15	[11.45]	RCEMS	0.19	Broadmoore Medical Lodge	Medicare
15-06-0304	6/12/15	15.49.34	RCEMS	11.51	Presby Dallas	Medicare
*15-06-0310	6/13/15	00.23.13	RCEMS	10.51	Children's Dallas	Tricare
*15-06-0326 15-06-0327	6/13/15 6/13/15	13.53.07 14.53.00	RCEMS Careflite	16.23 45.00	Broadmoore Medical Lodge 3 Forks Nursing & Rehab	Medicare/Medicaid Medicare
*15-06-0328	6/13/15	14.55.20	RCEMS	13.40	Medical City Dallas	Aetna
*15-06-0330	6/13/15	18.41.12	RCEMS	9.59	Timberlawn	Tri-Care
*15-06-0343	6/14/15	15.56.21	RCEMS	16.11	Presby Dallas	BCBS
*15-06-0350 15-06-0361	6/14/15 6/15/15	20.50.08 [13.30]	RCEMS RCEMS	21.47 5.07	Presby Dallas Broadmoore Medical Lodge	Medicaid Medicare
*15-06-0365	6/15/15	12.55.03	RCEMS	1.15.02	Timberlawn	BCBS
*15-06-0371	6/15/15	15.50.00	RCEMS	52.18	Medical Center Plano	Medicare
*15-06-0387	6/16/15	10.59.25	RCEMS	25.56	Presby Dallas	Medicare
15-06-0390	6/16/15	[14.00]	RCEMS	3.46	Select Specialty @ BOG	Medicare Medicaid
*15-06-0392 *15-06-0399	6/16/15 6/16/15	15.16.10 [21.20]	RCEMS RCEMS	15.20 (1.26)	Presby Dallas Presby Dallas	Medicaid Self Pay
*15-06-0400	6/16/15	22.23.11	RCEMS	6.54	Medical Center Plano	Secure Horizons/Physicians Mutual
*15-06-0402	6/17/15	[07.15]	RCEMS	5.20	Parkland Memorial Hospital	BCBS
*15-06-0406	6/17/15	08.57.24	RCEMS	7.25	Parkland Memorial Hospital	Care Improvement Plus
15-06-0412	6/17/15	[15.30]	RCEMS	1.47	Health South Plano	Medicare
15-06-0415 15-06-0426	6/17/15 6/17/15	[16.45] 20.16.44	RCEMS Allegiance	(10.47) 37.05	Broadmoore Medical Lodge Baylor Dallas	Humana Medicare BCBS
*15-06-0429	6/17/15	22.31.03	RCEMS	24.08	Presby Dallas	Humana
*15-06-0437	6/18/15	04.46.35	RCEMS	10.33	Medical Center Plano	Medicaid
*15-06-0447	6/18/15	13.53.09	RCEMS	12.05	Baylor Dallas	Self Pay
15-06-0448 *15-06-0452	6/18/15 6/18/15	[14.45] 16.04.04	RCEMS RCEMS	2.50 8.00	Broadmoore Medical Lodge Medical Center Plano	Aetna Medicare Humana Medicare
*15-06-0466	6/19/15	03.42.41	RCEMS	8.08	Timberlawn	BCBS

### Presbyterian Hospital of Rockwall Ambulance Reporting - June 2015

*45.00.0404	0/40/45	04.50.00	DOEMO	0.04	Davida - Dalla	Medicare
*15-06-0491 15-06-0496	6/19/15 6/20/15	21.59.22	RCEMS	9.31	Baylor Dallas Medical Center Plano	Medicare Medicaid
		01.15.05	Allegiance RCEMS	7.21		
*15-06-0501	6/20/15	10.41.59			Edgewood NH, Mesquite	Medicare UHC
15-06-0505	6/20/15	14.53.45	Careflite	58.15	Walnut Hill Medical Center	
*15-06-0509	6/20/15	17.15.17	allegiance	51.00	Presby Dallas	Medicare
15-06-0527	6/21/15	[14.00]	RCEMS	(4.50)	Griffin, Fate	Medicare
*15-06-0536	6/21/15	22.26.24	RCEMS	14.43	Presby Dallas	Medicaid
15-06-0546	6/22/15	[13.00]	RCEMS	(6.09)	Broadmoore Medical Lodge	Medicare
15-06-0549	6/22/15	[13.30]	RCEMS	(2.16)	Presby Plano	Tricare
15-06-0554	6/22/15	[16.00]	RCEMS	(5.20)	Healthsouth Plano	Medicare
15-06-0557	6/22/15	16.47.01	Allegiance	47.00	Baylor Dallas	Aetna PPO
*15-05-0564	6/22/15	19.31.19	Allegiance	70.00	Plaza Ft. Worth	Tricare
15-05-0568	6/23/15	12.02.38	RCEMS	11.33	Presby Dallas	Medicare
*15-06-0571	6/23/15	13.52.36	RCEMS	5.43	Medical Center Plano	Self Pay
*15-06-0572	6/23/15	14.26.02	RCEMS	17.53	Lakepoint Medical Center	Amerigroup
*15-06-0574	6/23/15	15.43.54	RCEMS	16.34	VA Dallas	Humana Gold+
15-06-0580	6/23/15	18.09.32	RCEMS	34.57	Presby Dallas	Medicare
*15-06-0619	6/25/15	03.05.36	RCEMS	8.35	Medical Center Plano	Medicare
15-06-0627	6/25/15	[12.30]	RCEMS	20.21	Terrell Healthcare	Medicare
15-06-0628	6/25/15	[13.30]	Allegiance	3.00	Baylor Garland	Medicare
15-06-0631	6/25/15	[15.30]	RCEMS	26.59	Briarcrest, Garland	Medicare
*15-06-0642	6/25/15	16.58.01	Allegiance	56.19	Presby Dallas	Medicare
*15-06-0665	6/26/15	18.09.04	RCEMS	3.40	THR HEB	Unk
*15-06-0683	6/27/15	09.37.56	RCEMS	8.15	Presby Plano	Medicare
*15-06-0696	6/27/15	18.06.45	RCEMS	2.05	Presby Plano	Medicare
*15-06-0698	6/27/15	18.35.32	Allegiance	13.11	Presby Dallas	Self Pay
*15-06-0699	6/27/15	[19.30]	Allegiance	27.16	Medical Center Plano	Medicare
*15-06-0703	6/27/15	22.08.04	RCEMS	40.26	Presby Dallas	Cigna
*15-06-0710	6/28/15	04.13.58	RCEMS	19.17	Medical Center Plano	Self Pay
*15-06-0716	6/28/15	08.26.35	RCEMS	6.36	Rockwall Nursing Care Center	Medicare
*15-06-0723	6/28/15	[12.15]	RCEMS	4.22	Timberlawn Garland	Medicare/Medicaid
*15-06-0726	6/28/15	13.44.09	RCEMS	4.23	Medical Center Plano	Self Pay
*15-06-0742	6/29/15	05.45.13	RCEMS	21.44	Lakepoint Medical Center	Tricare
*15-06-0744	6/29/15	08.49.19	RCEMS	10.33	Medical Center Plano	None
15-06-0755	6/29/15	[15.30]	RCEMS	0.00	Rockwall Nursing Care Center	Medicare
*15-06-0778	6/30/15	10.01.22	RCEMS	20.35	Medical City Dallas	BCBS
*15-06-0788	6/30/15	15.25.24	RCEMS	4.00	Presby Dallas	Medicare
15-06-0791	6/30/15	18.01.50	RCEMS	12.24	Presby Dallas	Medicare
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## **Presbyterian Hospital of Rockwall Ambulance Reporting - March 2015**

RUN	DATE	TIME	EMS	RESPONSE	DESTINATION	PAYER
NUMBER	CREATED	CREATED/	PROVIDER	TIME		
*-ED patient		[SCHEDULED]	*-changed	(EARLY)		
*15-03-0017	3/1/15	17.18.15	RCEMS	1.21.30	Presby Dallas	UHC
*15-03-0018	3/1/15	17.58.46	RCEMS	2.16.30	Medical Center Plano	Medicare
15-03-0029 *15-03-0041	3/2/15 3/2/15	[11.00] 16.30.56	RCEMS RCEMS	(6.12)	Presby Dallas  Medical Center Plano	Medicare BCBS
*15-03-0041	3/2/15	22.34.35	RCEMS	33.15 13.56	Baylor Dallas	Medicare/Sierra Health
*15-03-0049	3/3/15	00.09.41	RCEMS	50.30	Broadmoore Medical Lodge	Medicare
15-03-0058	3/3/15	[14.45]	RCEMS	(10.43)	Baylor Dallas	Cigna
*15-03-0063	3/3/15	[17.00]	RCEMS	(7.10)	UT Southwest	BCBS
15-03-0064	3/3/15	[18.30]	Allegiance	1.01.00	Presby Dallas	BCBS
*15-03-0068	3/3/15	21.23.12	RCEMS	0.00	Presby Dallas	Medicare
*15-03-0071	3/4/15	03.50.17	RCEMS	16.00	Presby Dallas	Unknown
15-03-0078	3/4/15	[11.45]	RCEMS	42.26	Juliet Fowler, Dallas	Medicare
15-03-0080 15-03-0087	3/4/15 3/4/15	[13.00] [16.45]	RCEMS	1.09.09 1.25.00	Ridgecrest NH, Forney Presby Dallas	Secure Horizon
15-03-0087	3/4/15	16.46.56	Allegiance RCEMS	33.25	Presby Dallas	Cigna Tri-Care
15-03-0088	3/4/15	17.37.21	RCEMS	15.27	Lakepoint Medical Center	Medicare
*15-03-0110	3/5/15	10.31.38	Allegiance	32.22	Baylor Dallas	UHC
*15-03-0114	3/5/15	16.32.30	RCEMS	29.40	Presby Dallas	UHC
15-03-0115	3/5/15	[19.00]	RCEMS	19.31	Presby Dallas	Humana
*15-03-0118	3/5/15	18.46.49	RCEMS	36.69	Presby Plano	Medicare
*15-03-0119	3/5/15	19.13.05	RCEMS	10.23	Presby Plano	Self Pay
*15-03-0130	3/6/15	06.22.18	RCEMS	2.48.21	Parkland Parkland	Medicaid
*15-03-0152 15-03-0153	3/6/15 3/6/15	17.17.10 [19.00]	RCEMS RCEMS	11.08 1.53.00	Presby Dallas Clements Hospital	Medicare Medicare
*15-03-0158	3/6/15	22.22.20	RCEMS	24.14	Presby Dallas	Medicare
*15-03-0161	3/7/15	00.24.30	Allegiance	1.00.38	Presby Dallas	Medicaid
15-03-0180	3/7/15	[15.00]	RCEMS	59.00	Royse City Health & Rehab	Medicare
15-03-0183	3/7/15	[17.00]	RCEMS	44.02	Remington Healthcare of Richardson	Medicare
15-03-0201	3/8/15	16.09.18	RCEMS	44.20	Lakepoint Medical Center	Amerigroup
*15-03-0205	3/8/15	18.01.29	RCEMS	43.53	Presby Dallas	Cigna
*15-03-0206	3/8/15	19.53.17	RCEMS	56.49	Royse City Health & Rehab	Medicare
*15-03-0209	3/9/15	05.41.36	RCEMS	12.21	Baylor Dallas	Self Pay Self Pay
*15-03-0232 *15-03-0233	3/10/15 3/10/15	[09.30] 09.40.04	RCEMS RCEMS	(3.34)	Presby North Rockwall Presby North Rockwall	Self Pay
*15-03-0268	3/10/15	[12.30]	RCEMS	(0.13)	Baylor Garland	BCBS
*15-03-0282	3/11/15	21.00.27	RCEMS	13.25	Presby Dallas	AARP/UHC
*15-03-0285	3/11/15	22.00.42	RCEMS	33.22	Arbor House	Tri-Care
*15-03-0294	3/12/15	04.45.30	RCEMS	8.13	Baylor Plano	Medicare
*15-03-0296	3/12/15	[07.45]	RCEMS	(6.00)	Timberlawn	Medicare
15-03-0298	3/12/15	[11.30]	Allegiance	33.00	Rockwall Nursing	Self Pay
*15-03-0348	3/14/15	17.14.05	RCEMS	0.53	Presby Dallas	Medicare
*15-03-0350 *15-03-0358	3/14/15 3/15/15	17.44.09 10.18.58	Allegiance RCEMS	35.00 14.19	Presby Dallas Timberlawn	Medicare Secure Horizon
15-03-0359	3/15/15	11.11.34	RCEMS	26.09	Lakepoint Medical Center	UHC
15-03-0339	3/16/15	15.08.53	RCEMS	20.09	McCurdy Ln, Terrell	Humana
*15-03-0386	3/17/15	02.50.23	RCEMS	14.26	Ridgecrest NH, Forney	Secure Horizon
15-03-0402	3/17/15	14.09.27	RCEMS	53.40	Broadmoore Medical Lodge	Medicare
15-03-0403	3/17/15	[17.00]	RCEMS	41.21	Beacon Harbor	Secure Horizon
*15-03-0413	3/17/15	20.46.43	Allegiance	47.03	Woodmere, Garland Tx 75043	Medicare/Medicaid
*15-03-0418	3/18/15	00.13.04	RCEMS	52.57	Presby Plano	AARP / Secure Horizons
*15-03-0427 *15-03-0436	3/18/15 3/18/15	[13.30]	RCEMS RCEMS	(8.15) 1.12.13	Medical Center Plano Presby Dallas	BCBS BCBS
*15-03-0436	3/18/15	21.16.07 03.47.39	RCEMS	28.38	Timberlawn	Tri-Care
*15-03-0448	3/19/15	05.38.03	RCEMS	10.37	Medical Center Plano	Medicare
15-03-0457	3/19/15	[15.30]	RCEMS	11.08	Green Oaks Hospital	Self Pay
15-03-0458	3/19/15	[16.45]	RCEMS	10.03	Glenoaks Hospital	UHC
*15-03-0474	3/20/15	13.01.21	RCEMS	14.13	Broadmoore Medical Lodge	UHC
15-03-0472	3/20/15	[15.00]	RCEMS	1.24.56	Mesquite Specialty	Aetna
*15-03-0478	3/20/15	15.07.09.	RCEMS	21.37	Presby Dallas	Medicare
*15-03-0491	3/21/15	11.20.13	RCEMS	9.04	Presby Dallas	Unknown
*15-03-0497 *15-03-0501	3/21/15 3/21/15	19.29.01 22.12.45	RCEMS RCEMS	11.12 17.18	Medical Center Plano Zale Lipshy	Cigna Ameri-Group
*15-03-0501	3/21/15	08.26.56	RCEMS	17.18 25.31	Arbor House	Ameri-Group Medicare
15-03-0528	3/23/15	16.44.49	RCEMS	1.18.31	Legends Greenville	Medicare
*15-03-0551	3/24/15	01.24.41	RCEMS	15.27	Childrens Legacy	UHC
*15-03-0553	3/24/15	3.33.58	RCEMS	9.33	Presby Dallas	Medicare
*15-03-0564	3/24/15	16.27.16	RCEMS	30.46	Medical Center Plano	Cigna
*15-03-0572	3/24/15	22.50.05	RCEMS	20.50	Arbor House	Medicare
*15-03-0575	3/25/15	07.57.25	RCEMS	1.41.35	Medical city Dallas	Blue Cross
*15-03-0594	3/25/15	15.33.00	Allegiance	17.00	Presby Dallas	Self Pay

## Presbyterian Hospital of Rockwall Ambulance Reporting - March 2015

15-03-0617   3/26/15   14.22.28   Allegiance   1.57.28   Hopkins County Memorial Care Unit Rehab   Medicare   115-03-0627   3/26/15   17.08.34   RCEMS   45.26   Ridgecrest INI- Forney   Medicare   115-03-0627   3/26/15   23.14.57   RCEMS   5.58   Lakepoint Medical Center   Unknown   115-03-0633   3/27/15   05.07.57   RCEMS   7.27   Arbor House   Medicare   115-03-0637   3/27/15   05.07.57   RCEMS   Medical Center Plano   Medicare   115-03-0645   3/27/15   [17.15]   RCEMS   1.27   Presby Dallas   Medicare   115-03-0662   3/28/15   [13.30]   RCEMS   17.05   Presby Dallas   Medicare   115-03-0662   3/28/15   [13.30]   RCEMS   17.05   Presby Dallas   Medicare   115-03-0663   3/29/15   05.202   Allegiance   1.01.00   Medical City Dallas   UHC   15-03-0681   3/29/15   06.33.43   RCEMS   1.30.01   W. 10th St, Dallas   UHC   15-03-0688   3/29/15   11.53.40   RCEMS   1.30.01   W. 10th St, Dallas   Medicare   15-03-0689   3/29/15   17.46.26   RCEMS   9.15   Presby Dallas   Medicare   15-03-0690   3/29/15   21.41.17   RCEMS   9.17   Presby Dallas   Medicare   15-03-0690   3/29/15   21.41.17   RCEMS   9.17   Presby Dallas   Medicare   15-03-0690   3/29/15   17.46.26   RCEMS   9.17   Presby Dallas   Medicare   15-03-0690   3/29/15   17.46.26   RCEMS   9.17   Presby Dallas   Medicare   15-03-0690   3/29/15   21.41.17   RCEMS   9.17   Presby Dallas   Medicare   15-03-0690   3/29/15   21.41.17   RCEMS   52.12   Arbor House   Medicare   15-03-0709   3/30/15   21.45.36   Allegiance   3.04   Presby Dallas   Medicare   15-03-0709   3/30/15   11.53.0   RCEMS   11.18   Baylor Plano   BCBS   15-03-0709   3/30/15   21.45.36   Allegiance   3.04   Presby Dallas   Medicare   15-03-0709   3/30/15   21.45.36   Allegiance   3.04   Presby Dallas   Medicare   15-03-0730   3/31/15   11.53.0   RCEMS   21.30   Presby Dallas   Medicare   15-03-0730   3/31/15   11.53.0   RCEMS   21.50   R	*15-03-599	3/25/15	21.28.57	Allegiance	1.01.42	Medical city Dallas	Ameri-Group
*15.03.0623         3/26/15         17.08.34         RCEMS         45.26         Ridgecrest NH, Forney         Medicare           *15-03-0627         3/26/15         23.14.57         RCEMS         5.58         Lakepoint Medical Center         Unknown           *15-03-0635         3/27/15         05.07.57         RCEMS         7.27         Arbor House         Medicare           *15-03-0637         3/27/15         06.22.35         RCEMS         Medical Center Plano         Medicare           *15-03-0645         3/27/15         [17.15]         RCEMS         1.27         Presby Dallas         Medicare           *15-03-0650         3/27/15         19.08.30         RCEMS         17.05         Presby Dallas         Medicare           *15-03-0662         3/28/15         [13.30]         RCEMS         6.16         Presby Dallas         Medicare           *15-03-0679         3/29/15         00.52.02         Allegiance         1.01.00         Medical city Dallas         UHC           15-03-0681         3/29/15         06.33.43         RCEMS         9.15         Presby Dallas         Medicare           *15-03-0689         3/29/15         17.46.26         RCEMS         Presby Dallas         Medicare           15-03-0690         <							
*15-03-0627         3/26/15         23.14.57         RCEMS         5.58         Lakepoint Medical Center         Unknown           *15-03-0635         3/27/15         05.07.57         RCEMS         7.27         Arbor House         Medicare           *15-03-0637         3/27/15         06.22.35         RCEMS         Medical Center Plano         Medicare           *15-03-0645         3/27/15         [17.15]         RCEMS         1.27         Presby Dallas         Medicare           *15-03-0650         3/27/15         19.08.30         RCEMS         17.05         Presby Dallas         Medicare           *15-03-0660         3/28/15         [13.30]         RCEMS         6.16         Presby Dallas         Medicare           *15-03-0679         3/29/15         00.52.02         Allegiance         1.01.00         Medical city Dallas         UHC           15-03-0681         3/29/15         06.33.43         RCEMS         1.03.01         W. 10th St, Dallas         Medicare           *15-03-0689         3/29/15         11.53.40         RCEMS         9.15         Presby Dallas         Medicare           *15-03-0690         3/29/15         21.41.17         RCEMS         9.17         Presby Dallas         Cigna           *15-03-							
*15-03-0635         3/27/15         05.07.57         RCEMS         7.27         Arbor House         Medicare           *15-03-0637         3/27/15         06.22.35         RCEMS         Medical Center Plano         Medicare           *15-03-0645         3/27/15         [17.15]         RCEMS         1.27         Presby Dallas         Medicare           *15-03-0650         3/27/15         19.08.30         RCEMS         17.05         Presby Dallas         Medicare           *15-03-0662         3/28/15         [13.30]         RCEMS         6.16         Presby Dallas         Medicare           *15-03-0679         3/29/15         00.52.02         Allegiance         1.01.00         Medical city Dallas         UHC           15-03-0681         3/29/15         06.33.43         RCEMS         1.03.01         W. 10th St, Dallas         Self Pay           *15-03-0686         3/29/15         11.53.40         RCEMS         9.15         Presby Dallas         Medicare           *15-03-0689         3/29/15         17.46.26         RCEMS         Presby Dallas         Medicare           *15-03-0690         3/29/15         21.41.17         RCEMS         9.17         Presby Dallas         Cigna           *15-03-0695         3/30/15 <td>*15-03-0627</td> <td>3/26/15</td> <td>23.14.57</td> <td>RCEMS</td> <td>5.58</td> <td>Lakepoint Medical Center</td> <td>Unknown</td>	*15-03-0627	3/26/15	23.14.57	RCEMS	5.58	Lakepoint Medical Center	Unknown
*15-03-0645         3/27/15         [17.15]         RCEMS         1.27         Presby Dallas         Medicare           *15-03-0650         3/27/15         19.08.30         RCEMS         17.05         Presby Dallas         Medicare           *15-03-0662         3/28/15         [13.30]         RCEMS         6.16         Presby Dallas         Medicare           *15-03-0679         3/29/15         00.52.02         Allegiance         1.01.00         Medical city Dallas         UHC           15-03-0681         3/29/15         06.33.43         RCEMS         1.03.01         W. 10th St, Dallas         Self Pay           *15-03-0686         3/29/15         11.53.40         RCEMS         9.15         Presby Dallas         Medicare           *15-03-0699         3/29/15         17.46.26         RCEMS         Presby Dallas         Medicare           *15-03-0690         3/29/15         17.46.26         RCEMS         9.17         Presby Dallas         Medicare           *15-03-0690         3/29/15         21.41.17         RCEMS         9.17         Presby Dallas         Cigna           *15-03-0693         3/30/15         00.18.29         RCEMS         52.12         Arbor House         Medicare           15-03-0708	*15-03-0635			RCEMS		Arbor House	Medicare
*15-03-0645         3/27/15         [17.15]         RCEMS         1.27         Presby Dallas         Medicare           *15-03-0650         3/27/15         19.08.30         RCEMS         17.05         Presby Dallas         Medicare           *15-03-0662         3/28/15         [13.30]         RCEMS         6.16         Presby Dallas         Medicare           *15-03-0679         3/29/15         00.52.02         Allegiance         1.01.00         Medical city Dallas         UHC           15-03-0681         3/29/15         06.33.43         RCEMS         1.03.01         W. 10th St, Dallas         Self Pay           *15-03-0686         3/29/15         11.53.40         RCEMS         9.15         Presby Dallas         Medicare           *15-03-0699         3/29/15         17.46.26         RCEMS         Presby Dallas         Medicare           *15-03-0690         3/29/15         17.46.26         RCEMS         9.17         Presby Dallas         Medicare           *15-03-0690         3/29/15         21.41.17         RCEMS         9.17         Presby Dallas         Cigna           *15-03-0693         3/30/15         00.18.29         RCEMS         52.12         Arbor House         Medicare           15-03-0708	*15-03-0637	3/27/15	06.22.35	RCEMS		Medical Center Plano	Medicare
*15-03-0650         3/27/15         19.08.30         RCEMS         17.05         Presby Dallas         Medicare           *15-03-0662         3/28/15         [13.30]         RCEMS         6.16         Presby Dallas         Medicare           *15-03-0679         3/29/15         00.52.02         Allegiance         1.01.00         Medical city Dallas         UHC           15-03-0681         3/29/15         06.33.43         RCEMS         1.03.01         W. 10th St, Dallas         Self Pay           *15-03-0686         3/29/15         11.53.40         RCEMS         9.15         Presby Dallas         Medicare           *15-03-0689         3/29/15         17.46.26         RCEMS         Presby Dallas         Medicare           *15-03-0690         3/29/15         21.41.17         RCEMS         9.17         Presby Dallas         Cigna           *15-03-0693         3/30/15         00.18.29         RCEMS         52.12         Arbor House         Medicare           15-03-0695         3/30/15         [11.30]         RCEMS         (0.56)         Summer Ridge Asst Living         Medicare           15-03-0708         3/30/15         21.07.57         RCEMS         21.30         Presby Dallas         UHC           *15-03-0729	*15-03-0645	3/27/15	[17.15]		1.27	Presby Dallas	Medicare
*15-03-0662         3/28/15         [13.30]         RCEMS         6.16         Presby Dallas         Medicare           *15-03-0679         3/29/15         00.52.02         Allegiance         1.01.00         Medical city Dallas         UHC           15-03-0681         3/29/15         06.33.43         RCEMS         1.03.01         W. 10th St, Dallas         Self Pay           *15-03-0686         3/29/15         11.53.40         RCEMS         9.15         Presby Dallas         Medicare           *15-03-0689         3/29/15         17.46.26         RCEMS         Presby Dallas         Medicare           15-03-0690         3/29/15         21.41.17         RCEMS         9.17         Presby Dallas         Cigna           *15-03-0693         3/30/15         00.18.29         RCEMS         52.12         Arbor House         Medicare           15-03-0695         3/30/15         [11.30]         RCEMS         (0.56)         Summer Ridge Asst Living         Medicare           15-03-0708         3/30/15         19.45.24         RCEMS         21.30         Presby Dallas         UHC           *15-03-0709         3/30/15         21.07.57         RCEMS         21.30         Presby Dallas         UHC           *15-03-0729	*15-03-0650	3/27/15	19.08.30	RCEMS	17.05	Presby Dallas	
*15-03-0679         3/29/15         00.52.02         Allegiance         1.01.00         Medical city Dallas         UHC           15-03-0681         3/29/15         06.33.43         RCEMS         1.03.01         W. 10th St, Dallas         Self Pay           *15-03-0686         3/29/15         11.53.40         RCEMS         9.15         Presby Dallas         Medicare           *15-03-0689         3/29/15         17.46.26         RCEMS         Presby Dallas         Medicare           15-03-0690         3/29/15         21.41.17         RCEMS         9.17         Presby Dallas         Cigna           *15-03-0693         3/30/15         00.18.29         RCEMS         52.12         Arbor House         Medicare           15-03-0695         3/30/15         [11.30]         RCEMS         (0.56)         Summer Ridge Asst Living         Medicare           15-03-0708         3/30/15         19.45.24         RCEMS         11.18         Baylor Plano         BCBS           15-03-0709         3/30/15         21.07.57         RCEMS         21.30         Presby Dallas         UHC           *15-03-0711         3/30/15         21.45.36         Allegiance         30.24         Presby Dallas         Medicare           15-03-0729	*15-03-0662				6.16	Presby Dallas	Medicare
15-03-0681         3/29/15         06.33.43         RCEMS         1.03.01         W. 10th St, Dallas         Self Pay           *15-03-0686         3/29/15         11.53.40         RCEMS         9.15         Presby Dallas         Medicare           *15-03-0689         3/29/15         17.46.26         RCEMS         Presby Dallas         Medicare           15-03-0690         3/29/15         21.41.17         RCEMS         9.17         Presby Dallas         Cigna           *15-03-0693         3/30/15         00.18.29         RCEMS         52.12         Arbor House         Medicare           15-03-0695         3/30/15         [11.30]         RCEMS         (0.56)         Summer Ridge Asst Living         Medicare           15-03-0708         3/30/15         19.45.24         RCEMS         11.18         Baylor Plano         BCBS           15-03-0709         3/30/15         21.07.57         RCEMS         21.30         Presby Dallas         UHC           *15-03-0711         3/30/15         21.45.36         Allegiance         30.24         Presby Dallas         Medicare           15-03-0729         3/31/15         13.50.52         RCEMS         28.56         Windsor Care Center, Terrell         Medicare           15-03-0730<	*15-03-0679	3/29/15	00.52.02	Allegiance	1.01.00	Medical city Dallas	UHC
*15-03-0689         3/29/15         17.46.26         RCEMS         Presby Dallas         Medicare           15-03-0690         3/29/15         21.41.17         RCEMS         9.17         Presby Dallas         Cigna           *15-03-0693         3/30/15         00.18.29         RCEMS         52.12         Arbor House         Medicare           15-03-0695         3/30/15         [11.30]         RCEMS         (0.56)         Summer Ridge Asst Living         Medicare           15-03-0708         3/30/15         19.45.24         RCEMS         11.18         Baylor Plano         BCBS           15-03-0709         3/30/15         21.07.57         RCEMS         21.30         Presby Dallas         UHC           *15-03-0711         3/30/15         21.45.36         Allegiance         30.24         Presby Dallas         Medicare           15-03-0729         3/31/15         13.50.52         RCEMS         28.56         Windsor Care Center, Terrell         Medicare           15-03-0730         3/31/15         [16.30]         RCEMS         9.53         Summer Ridge Asst Living         Medicare	15-03-0681	3/29/15	06.33.43	RCEMS	1.03.01	W. 10th St, Dallas	Self Pay
15-03-0690         3/29/15         21.41.17         RCEMS         9.17         Presby Dallas         Cigna           *15-03-0693         3/30/15         00.18.29         RCEMS         52.12         Arbor House         Medicare           15-03-0695         3/30/15         [11.30]         RCEMS         (0.56)         Summer Ridge Asst Living         Medicare           15-03-0708         3/30/15         19.45.24         RCEMS         11.18         Baylor Plano         BCBS           15-03-0709         3/30/15         21.07.57         RCEMS         21.30         Presby Dallas         UHC           *15-03-0711         3/30/15         21.45.36         Allegiance         30.24         Presby Dallas         Medicare           15-03-0729         3/31/15         13.50.52         RCEMS         28.56         Windsor Care Center, Terrell         Medicare           15-03-0730         3/31/15         [16.30]         RCEMS         9.53         Summer Ridge Asst Living         Medicare	*15-03-0686	3/29/15	11.53.40	RCEMS	9.15	Presby Dallas	Medicare
*15-03-0693         3/30/15         00.18.29         RCEMS         52.12         Arbor House         Medicare           15-03-0695         3/30/15         [11.30]         RCEMS         (0.56)         Summer Ridge Asst Living         Medicare           15-03-0708         3/30/15         19.45.24         RCEMS         11.18         Baylor Plano         BCBS           15-03-0709         3/30/15         21.07.57         RCEMS         21.30         Presby Dallas         UHC           *15-03-0711         3/30/15         21.45.36         Allegiance         30.24         Presby Dallas         Medicare           15-03-0729         3/31/15         13.50.52         RCEMS         28.56         Windsor Care Center, Terrell         Medicare           15-03-0730         3/31/15         [16.30]         RCEMS         9.53         Summer Ridge Asst Living         Medicare	*15-03-0689	3/29/15	17.46.26	RCEMS		Presby Dallas	Medicare
15-03-0695         3/30/15         [11.30]         RCEMS         (0.56)         Summer Ridge Asst Living         Medicare           15-03-0708         3/30/15         19.45.24         RCEMS         11.18         Baylor Plano         BCBS           15-03-0709         3/30/15         21.07.57         RCEMS         21.30         Presby Dallas         UHC           *15-03-0711         3/30/15         21.45.36         Allegiance         30.24         Presby Dallas         Medicare           15-03-0729         3/31/15         13.50.52         RCEMS         28.56         Windsor Care Center, Terrell         Medicare           15-03-0730         3/31/15         [16.30]         RCEMS         9.53         Summer Ridge Asst Living         Medicare	15-03-0690	3/29/15	21.41.17	RCEMS	9.17	Presby Dallas	Cigna
15-03-0708         3/30/15         19.45.24         RCEMS         11.18         Baylor Plano         BCBS           15-03-0709         3/30/15         21.07.57         RCEMS         21.30         Presby Dallas         UHC           *15-03-0711         3/30/15         21.45.36         Allegiance         30.24         Presby Dallas         Medicare           15-03-0729         3/31/15         13.50.52         RCEMS         28.56         Windsor Care Center, Terrell         Medicare           15-03-0730         3/31/15         [16.30]         RCEMS         9.53         Summer Ridge Asst Living         Medicare	*15-03-0693	3/30/15	00.18.29	RCEMS	52.12		Medicare
15-03-0708         3/30/15         19.45.24         RCEMS         11.18         Baylor Plano         BCBS           15-03-0709         3/30/15         21.07.57         RCEMS         21.30         Presby Dallas         UHC           *15-03-0711         3/30/15         21.45.36         Allegiance         30.24         Presby Dallas         Medicare           15-03-0729         3/31/15         13.50.52         RCEMS         28.56         Windsor Care Center, Terrell         Medicare           15-03-0730         3/31/15         [16.30]         RCEMS         9.53         Summer Ridge Asst Living         Medicare	15-03-0695	3/30/15			(0.56)		
*15-03-0711         3/30/15         21.45.36         Allegiance         30.24         Presby Dallas         Medicare           15-03-0729         3/31/15         13.50.52         RCEMS         28.56         Windsor Care Center, Terrell         Medicare           15-03-0730         3/31/15         [16.30]         RCEMS         9.53         Summer Ridge Asst Living         Medicare						Baylor Plano	
15-03-0729         3/31/15         13.50.52         RCEMS         28.56         Windsor Care Center, Terrell         Medicare           15-03-0730         3/31/15         [16.30]         RCEMS         9.53         Summer Ridge Asst Living         Medicare	15-03-0709	3/30/15	21.07.57	RCEMS		Presby Dallas	
15-03-0730 3/31/15 [16.30] RCEMS 9.53 Summer Ridge Asst Living Medicare		3/30/15		Allegiance	30.24	Presby Dallas	Medicare
	15-03-0729	3/31/15	13.50.52	RCEMS	28.56	Windsor Care Center, Terrell	Medicare
15-03-0736 3/31/15 14.59.13 RCEMS 44.41 Broadmoore Medical Lodge Medicare	15-03-0730	3/31/15	[16.30]	RCEMS	9.53	Summer Ridge Asst Living	Medicare
	15-03-0736	3/31/15	14.59.13	RCEMS	44.41	Broadmoore Medical Lodge	Medicare

## Presbyterian Hospital of Rockwall Ambulance Reporting - May 2015

RUN	DATE	TIME	EMS	RESPONSE	DESTINATION	PAYER
NUMBER	CREATED	CREATED/	PROVIDER	TIME	DESTINATION	TATER
*-ED patient		[SCHEDULED]	*-changed	(EARLY)		
*15-05-0001	5/1/15	00.53.36	RCEMS	32.03	Presby Dallas	Self Pay
*15-05-0003 *15-05-0005	5/1/15 5/1/15	03.12.01 04.53.02	RCEMS RCEMS	12.25 2.52.09	PMH Presby North	Self Pay Self Pay
*15-05-0005	5/1/15	09.46.11	Allegiance	32.49	Presby North	Bill Facility
15-05-0017	5/1/15	12.27.03	RCEMS	6.31	Presby Dallas	Cigna
*15-05-0026	5/1/15	16.09.02	RCEMS	89.05	Presby Dallas	None
*15-05-0046	5/2/15	4.41.26	RCEMS	43.46	Presby Dallas	Secure Horizons
15-05-0057 *15-05-0064	5/2/15 5/2/15	[13.00] 20.05.15	RCEMS RCEMS	4.42 45.27	Broadmoore Medical Center Plano	Medicare BCBS
*15-05-0079	5/3/15	04.09.33	Allegiance	54.04	C Ctr Plano 6110 W Parker Plano	UHC
*15-05-0091	5/3/15	12.17.28	Allegiance	52.32	Presby Dallas	Aetna
15-05-0095	5/3/15	13.58.03	Careflight	1.31.57	Ridgecrest NH, Forney	Medicare
15-05-0101 *15-05-0110	5/3/15 5/3/15	19.55.27 23.51.25	RCEMS	58.00 26.35	Presby Dallas Childrens Dallas	AARP / UHC
*15-05-0110	5/4/15	00.39.28	Careflight RCEMS	11.11	Medical Center Plano	UHC BCBS
15-05-0120	5/4/15	14.14.27	RCEMS	12.07	Walnut Hill medical Center, Dallas	Medicare
*15-05-0121	5/4/15	18.50.02	RCEMS	17.30	Zale Lipshy	Medicare
*15-05-0127	5/4/15	21.00.30	Careflight	39.30	Presby Dallas	Medicare / Molina
15-05-0132 15-05-0135	5/5/15 5/5/15	[12.30] 16.04.15	RCEMS RCEMS	(1.52) 25.47	Presby Dallas (Rehab Unit) Medical City Dallas	Medicare Tri-Care
*15-05-0148	5/6/15	04.05.52	RCEMS	18.08	W Parker Rd, Plano	Medicare
15-05-0154	5/6/15	[13.00]	RCEMS	(2.12)	Royse City Health & Rehab	Medicare
*15-05-0168	5/7/15	04.36.45	RCEMS	11.24	Baylor Dallas	Medicare
15-05-0178	5/7/15	[15.00]	RCEMS	(4.03)	Royse City Health & Rehab	Medicare
15-05-0179 15-05-0183	5/7/15 5/7/15	[16.00] [17.00]	RCEMS RCEMS	(1.03) (1.02)	Broadmoore S. Alamo, Rockwall	Humana Medicare  Medicare
*15-05-0196	5/8/15	5.42.14	RCEMS	13.07	Medical Center Plano	Secure Horizons
15-05-0201	5/8/15	[12.15]	RCEMS	(12.51)	Dartbrook, Rowlett	Medicare
15-05-0203	5/8/15	[13.45]	Careflight	72.35	Willowbend Nursing Home	Medicare
15-05-0216	5/8/15	[17.30]	Allegiance	61.43	Timberlawn	Tri-Care
*15-05-0247 15-05-0253	5/9/15 5/9/15	11.44.36 16.17.51	RCEMS Allegiance	46.57 44.09	Arborhouse  Lakepoint Medical Center	Medicare Blue Cross Out of State
*15-05-0259	5/9/15	22.35.53	RCEMS	17.35	Childrens Dallas	None
*15-05-0261	5/9/15	23.46.25	Careflight	44.00	Presby Dallas	BCBS
*15-05-0280	5/10/15	23.41.08	RCEMS	8.24	Lakepoint Medical Center	Medicare
*15-05-0282 *15-05-0291	5/11/15 5/11/15	05.03.01 16.18.58	RCEMS RCEMS	8.29 10.29	Childrens Dallas Presby Dallas	None Aetna
15-05-0301	5/11/15	18.48.21	Allegiance	41.00	Presby Dallas	BCBS
15-05-0313	5/12/15	10.09.22	RCEMS	6.40	Presby Dallas	UHC
*15-05-0316	5/12/15	11.05.19	AMR	44.41	Medical Center Plano	Humana Gold
*15-05-0318	5/12/15	14.08.41	RCEMS	15.13	Children's Dallas	Self Pay
*15-05-0321 *15-05-0327	5/12/15 5/12/15	17.04.25 23.07.37	RCEMS Careflight	10.20 40.00	Children's Dallas Presby Plano	Medicaid Aetna
*15-05-0340	5/13/15	10.29.12	RCEMS		Lakepoint Medical Center	Self Pay
*15-05-0344	5/13/15	12.05.37	RCEMS	1.50	Lakepoint Medical Center	Amerigroup
*15-05-0348	5/13/15	[14.15]	RCEMS	6.27	Baylor Dallas	BCBS
*15-05-0363 *15-05-0379	5/13/15 5/1415	21.34.18 18.07.21	RCEMS RCEMS	13.30 16.41	Parkland Presby Dallas	BCBS Medicare
*15-05-0379	5/1415	0.35.16	RCEMS	13.17	Zale Lipshy	Medicare
15-05-0394	5/15/15	10.01.50	RCEMS	31.28	Baylor Dallas	UHC PPO
15-05-0395	5/15/15	[13.00]	RCEMS	2.46	Royse City Health & Rehab	Medicare
*15-05-0402	5/15/15	14.28.12	RCEMS	13.54	Children's Legacy	Medicaid
*15-05-0427 *15-05-0434	5/16/15 5/17/15	9.25.08 10.09.17	Allegiance RCEMS	56.40 12.07	Hunt Regional  Lakepoint Medical Center	Aetna Medicare
*15-05-0467	5/18/15	11.02.16	RCEMS	1.59	Timberlawn	BCBS
15-05-0477	5/18/15	13.59.14	RCEMS	29.29	Lakepoint Medical Center	BCBS
*15-05-0519	5/20/15	06.18.20	RCEMS	12.03	Presby Dallas	Aetna
*15-05-0526	5/20/15	12.44.34	RCEMS	4.56	Medical Center Plano Willow Road Mesquito	BCBS Modicaro
*15-05-0544 *15-05-0547	5/20/15 5/20/15	20.52.34 23.12.43	Allegiance Allegiance	19.55 51.42	Willow Bend Mesquite Presby Dallas	Medicare Medicare
*15-05-0549	5/21/15	04.37.56	RCEMS	17.39	Medical Center Plano	Medicare
*15-05-0556	5/21/15	12.50.38	RCEMS	26.48	Presby Dallas	Medicare
15-05-0563	5/21/15	15.51.04	AMR	38.57	Lakepoint Medical Center	Medicare
15-05-0564	5/21/15	[17.15]	RCEMS	10.24	Mesquite Specialty	Medicare
*15-05-0572 15-05-0582	5/21/15 5/22/15	22.42.59 [12.45]	Allegiance RCEMS	67.38 (8.09)	Medical Center Plano Timberlawn	Medicare UHC
*15-05-0586	5/22/15	[14.00]	RCEMS	2.39	Medical Center Plano	Self Pay
15-05-0584	5/22/15	[14.15]	RCEMS	11.30	Walnut Ln, Rockwall	Medicare
*15-05-0588	5/22/15	14.45.33	RCEMS	16.25	Presby Dallas	Medicare
15-05-0592	5/22/15	[15.45]	Allegiance	41.25	Town East Nursing & Rehab	Humana Medicare

## **Presbyterian Hospital of Rockwall Ambulance Reporting - May 2015**

15-05-0593	5/22/15	[16.30]	Allegiance	62.58	Presby Dallas	Unknown
15-05-0593	5/22/15	[16.00]	RCEMS	(3.04)	Royse City Health & Rehab	Medicare
*15-05-0595	5/22/15	[17.00]	Allegiance	82.43	Presby Dallas	Medicare
15-05-0596	5/22/15	[16.30]	RCEMS	(2.06)	Broadmoore	Medicare
*15-05-0610	5/23/15	4.55.27	RCEMS	9.09	Timberlawn	Secure Horizons
15-05-0614	5/23/15	[12.00]	Careflight	(20.00)	Hopkins County Memorial Hospital	Medicare
*15-05-0630	5/23/15	[17.45]	Allegiance	2.52.00	Medical Center Plano	BCBS
15-05-0650	5/23/15	19.12.38	AMR	44.22	Presby Dallas	Medicare
*15-05-0664	5/25/15	19.54.38	RCEMS	7.36	Presby Dallas	MDCR/Care Improv +/BCBS
*15-05-0686	5/26/15	13.04.32	RCEMS	20.02	Medical Center Plano	UHC
15-05-0690	5/26/15	[15.15]	RCEMS	17.32	Presby Dallas	Superior Medicare
*15-05-0699	5/26/15	22.27.13	RCEMS	11.25	Presby Dallas	Self Pay
15-05-0716	5/27/15	[12.45]	RCEMS	(3.42)	Broadway Blvd #1127, Garland	Medicare
15-05-0717	5/27/15	[13.45]	RCEMS	(6.27)	Royse City Health & Rehab	Medicare
*15-05-0717	2/29/15	00.26.12	RCEMS	17.36	Presby Dallas	Medicare
*15-05-0771	5/29/15	13.04.41	Allegiance	40.19	Walnut Hill medical Center, Dallas	Medicare
15-05-0771	5/29/15	[13.30]	RCEMS	20.28	Jennifer Cir., Forney	Medicare
*15-05-0778	5/29/15	15.53.35	RCEMS	31.54	Presby Plano	Cigna
*15-05-0780	5/29/15	17.41.03	RCEMS	23.38	Medical Center Plano	Secure Horizons
*15-05-0781	5/29/15	17.45.14	Allegiance	50.33	Three Forks Nursing Center, Forney	Medicare
*15-05-0792	5/30/15	04.05.42	RCEMS	21.35	Presby Dallas	Medicare
*15-05-0799	5/30/15	12.57.14	RCEMS	0.00	Parkland	Self Pay
*15-05-0800	5/30/15	[16.00]	Careflight	(4.00)	Presby Dallas	Self Pay
*15-05-0802	5/30/15	16.59.34	RCEMS	10.06	Presby Dallas	Aetna Medicare
*15-05-0819	5/30/15	21.16.00	Allegiance	38.00	Baylor Dallas	BCBS
*15-05-0838	5/31/15	23.58.07	Careflight	15.53	Childrens Dallas	Amerigroup
10 00 0000	0/01/10	20.00.01	Garonigni	10.00	Ormarono Danae	/ unongroup

#### Ashberry, Kristy

From: Danielle Everett <danielle.everett@emerus.com>

**Sent:** Monday, July 13, 2015 2:19 PM

**To:** Ashberry, Kristy

**Subject:** RE: issues regarding Rockwall EMS

Thank you.

#### Danielle Everett, BSN, ZN

Hospital Administrator 1975 Alpha, Suite 100 Rockwall, Texas 75087 Cell: 903-276-8785

danielle.everett@emerus.com



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From: Ashberry, Kristy [mailto:KAshberry@rockwall.com]

Sent: Monday, July 13, 2015 2:04 PM

To: Danielle Everett

Subject: FW: issues regarding Rockwall EMS

Ms. Everett,

Please see below email that Mr. Crowley sent to me a bit ago.

Again, thank you so much for your thoughts/input.

Regards,

Kristy Ashberry Cole

From: Crowley, Rick

Sent: Monday, July 13, 2015 12:11 PM

To: Ashberry, Kristy

Subject: Re: issues regarding Rockwall EMS

Kristy

Please let Ms. Everett know that we will provide her email to the Council and that she is correct that the meeting I had with her was as she described it, a part of my reaching out to businesses. If I did not accurately characterize her thoughts when I advised the EMS company that they should consider the level of service satisfaction experienced by

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Baylor, certainly her email has corrected any inaccuracy in my passing that along. If there has been an issue with service, I am pleased that the two companies have resolved any issue that existed.

Thanks, Rick

Sent from my iPhone

On Jul 13, 2015, at 11:43 AM, "Ashberry, Kristy" <KAshberry@rockwall.com> wrote:

Mrs. Everett,

Thank you for your email. I will ensure it gets forwarded to City Manager Rick Crowley and shared with members of city council prior to the meeting on Mon., July 20. A final meeting agenda will be posted to our city website at <a href="http://www.rockwall.com/meetings/">http://www.rockwall.com/meetings/</a> late afternoon/early evening on July 17. You are certainly invited and welcome to attend the work session I believe will be planned for 4PM on Mon., 07/20.

Please let me know if you have any questions or concerns.

Thank you again,

Kristy Ashberry Cole Assistant to the City Manager/ City Secretary, TRMC City of Rockwall Ph: (972) 772-6406

Fax: (972) 771-7727

www.knowhat2do.com

From: Danielle Everett [mailto:danielle.everett@emerus.com]

**Sent:** Friday, July 10, 2015 12:53 PM

**To:** Ashberry, Kristy **Cc:** Martin Ramirez

Subject: issues regarding Rockwall EMS

Hello. I appreciate that you and your team have reached out to our hospital in regards to concerns surrounding EMS transfers. I have given this some thought over the past few days since you initiated a phone call on Monday. I want to start out by saying that I have never put in a formal complaint or grievance against Rockwall EMS. I have heard that there was some misconception about this, and I wanted to make sure to clear this up. We strive to be a Community Hospital, and truly want what is best for our patients and the City of Rockwall. The City Manager requested a meeting with me and our hospital a few months ago. It was presented to me that the City Manager likes to meet with all new businesses, and was the purpose of the meeting. During our meeting, the Rockwall EMS service was discussed. My concern that I shared with the City Manager was in regards to the inadequate amount of EMS trucks that were in the county and the amount of EMS trucks that could leave the county at one time. At the time, the lack of adequate EMS transportation was causing concern for our facility. I also expressed concern due to the growing city population, and consequently the growing hospital and urgent care centers being established within the city. I questioned the non-exclusivity clause to gain insight as to how Rockwall EMS operates, and why the clause was in place. I have spoken with Martine Ramirez at Rockwall EMS. Martin and I established a healthy working relationship several years ago when Baylor Emergency Medical Center was in the beginning stages. Martin has assured me that Rockwall EMS has now added more trucks to their fleet, and this will allow for quicker turn-around times

for our transports. Over the past year and a half, we've encountered 6-8 instances of severe long waits for an ambulance. I have discussed the issues with Martin, and together, I believe that we have developed a plan to address most of the issues. I am confident that Rockwall EMS can deliver quality care to our hospital and to our patients. I/we have no vested interest whether the city ordinance is lifted or remains. I/we want a healthy relationship with all Rockwall services and organizations. If Rockwall EMS can provide services for our facility in a professional and timely manner, as I believe that they can, then our hospital sees no need at this time speaking against Rockwall EMS in any entity or capacity. I appreciate the City's diligence and attention to this matter. Thank you for considering and listening to our concerns. Please feel free to share this with the City Council Members, and also to reach out for any and all questions and assistance. Thank you and have a great day.

Danielle Everett, BSN, RN

Hospital Administrator 1975 Alpha, Suite 100 Rockwall, Texas 75087 Cell: 903-276-8785

danielle.everett@emerus.com

<image001.jpg>

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201 Morning Dove Court Argyle, Texas 76226 Phone: 940.367.3280 Fax: 940.464.3015

E-mail: slathey@hcvems.com www.hcvems.com

TO: County of Rockwall Emergency Services Corporation Board

FROM: Steven L. Athey, Health Care Visions

SUBJECT: Discussion Items

DATE: December 10, 2014

This report will cover two items of discussion (1) exclusivity in the service area, and (2) the local impact of Senate Bill 8.

#### 1. Exclusivity

The current agreement between the Corporation and Medic Rescue states in <u>Section VI.</u> <u>Financial Provisions</u>, <u>D. Exclusive Service Agreement</u>, "Participating jurisdictions agree to utilize the Contractor solely within their jurisdictions. Exclusive service agreement shall include all requests for emergency and non emergency transports and requests, including all requests originating from nursing homes, hospice, and other long-term medical health facilities. Member jurisdictions are encouraged, through contracts with the Corporation, to exclusively use the Contractors EMS services and to that end develop and employ "City Ordinances" whenever possible."

This language has been in the agreement since its inception and has resulted in the service area being served exclusively for *all* ground ambulance transports by a single provider. This is a sound policy, both structurally and financially, allowing the Corporation to set policies and standards for operations with a single provider and allowing for all potential system revenue to be utilized for the betterment of the overall system, thereby reducing required tax-based subsidy.

The Texas Health and Safety Code provides language that addresses city's and county's rights (Sec. 773.051, 774.003) regarding Emergency Medical Services. Cities and counties cite these regulations in the development of their exclusive EMS systems; however neither section is crystal clear regarding the rights to grant exclusivity for non-emergency ambulance services even though many compelling arguments exist for such a move.

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Developing and defending an exclusive operating area for emergency and non emergency ambulance services appears easier for cites than counties and I have included two examples of ordinances used for those purposes (Arlington, Texas and 13 cities in the MedStar system).

The state regulation addressing counties (below) is not clear regarding exclusivity for all ambulance services.

#### § 774.003. EMERGENCY AMBULANCE SERVICE PROVIDED BY COUNTIES.

- (a) The commissioners court of a county may provide for emergency ambulance service in the county, including the provision of necessary equipment, personnel, and maintenance for the service.
- (b) In providing for the services authorized by Subsection (a), a commissioners court may enter into exclusive agreements with any municipality, hospital district, sheriff's office, fire department, private ambulance service, or other agency or entity that the commissioners court finds to be suitably organized to provide efficient emergency ambulance service in the county. The governing body of a municipality or hospital district in which emergency ambulance service is to be rendered must approve an agreement made with the commissioners court to provide that service in the municipality or hospital district.

Texas law gives broad authority to the Commissioners Court in each County to assign market rights and does not require the use a competitive process to establish exclusive emergency ambulance services. A contractual relationship is all that is required to establish exclusivity for emergency ambulance service. Health and Safety Code Section 774.003 refers to the provision of "emergency ambulance service within the county." Inter-facility and convalescent ambulance transports and are often referred to as "non-emergency" ambulance services. We do not know if the Texas Legislature intended to exclude this segment of the market when it adopted Section 774.003. However, several reasonable arguments exist in favor of including this portion of the ambulance service market in any exclusive market rights that are awarded by the Commissioners Court.

#### 2. Local Impact of Senate Bill 8

Over the last several weeks city and county officials have been contacted by potential ambulance operators asking for a "letter from the County" granting permission for their company to "operate in Rockwall County". These callers have cited "Senate Bill 8" as their reason for calling, prompting this discussion.

In 2013 Senate Bill 8 was enacted into law. This Bill was originally designed and promulgated in an attempt to prevent fraud, waste and abuse in the state Medicaid program. This Bill has several components that were intended to slow the proliferation of new ambulance services in the state, as the issuance of new ambulance licenses without real need or oversight was believed to add to the growing problem of Medicaid/Medicare fraud and abuse especially in the urban areas.

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In part Senate Bill 8:

• Amends the Health and Safety Code

- Establishes a data analysis unit within the state
- Limits certain marketing activities of providers
- Adds rules to the state managed transportation programs, and
- Adds significant ambulance licensing requirements.

New applicants (with exceptions) now have to provide a letter of credit, and have an approved and trained Administrator of Record. They must also comply with the following: "the applicant holds a letter of approval issued under Section 773.0573 by the governing body of the municipality or the commissioners court of the county in which the applicant is located and is applying to provide emergency medical services, as applicable..." Without this letter a potential provider will be denied a provider licensee by the state.

The purpose of this section was to limit new provider licenses in areas where they are not needed. I spoke to the author of this section who stated they added the section about the applicant being "located" in the area in which they are applying to avoid "shopping". It was believed that potential applicants would "shop" for any letter they could obtain one and then go operate in some more lucrative market area. Under this provision they must operate in the area they receive the letter for two years.

The entity, city of county, has *no obligation* to write these letters conferring "permission" to these potential providers. In our case, I think one of two things is occurring. (1) existing Texas providers are seeking letters in error, or (2) potential new providers are "shopping" for letters to obtain their initial state license.

For information please contact
Steven L. Athey, President
Health Care Visions

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#### City of Arlington

## ARTICLE IV AMBULANCE SERVICE

#### Section 4.01 Policy

To lessen congestion caused by emergency vehicles on the public streets, safeguard the public health and well-being and to facilitate the prompt dispatch of appropriately equipped and staffed ambulances when needed to protect life and health, it is hereby determined that the City Council may designate one ambulance provider to provide all ambulance service, including special event and standby ambulance services. No other ambulance service provider shall operate an ambulance within the City of Arlington except in the situations described in this Chapter or upon consent of the Fire Chief or his designee. It is the intent of this policy that no ambulance patient be transported by ground transportation unless in compliance with this ordinance and the Texas Health & Safety Code. (Amend Ord 08-069, 8/19/08)

#### Section 4.02 Contract Required

No person shall operate an ambulance for hire on any street of the City without first having obtained a contract from the City Council, except as provided below:

- A. Renders assistance during any catastrophe or major emergency when the ambulances authorized to operate in the City by contract are either insufficient in number or inadequate for any other reason, as determined by the EMS Dispatch Center;
- B. Operates from a location outside the City and transports any patient from a point of origin outside the City to a destination inside the City;
- C. Operates an ambulance brought into the City solely for the purpose of a drill or training exercise;
- D. Operates any ambulance rendering requested assistance to ambulances currently authorized by the City in cases of disaster or major emergency pursuant to provisions of a "mutual aid agreement" approved by the City; ARTICLE IV 1 (Amend Ord 08-069, 8/19/08) AMBULANCE 4.02
- E. Operates a hospital operated pediatric/neonatal transport service with ambulances modified for pediatric/neonatal transport and staffed at least by registered nurses.

#### **MEDSTAR**

#### UNIFORM EMS ORDINANCE

Be it ordained by the City Council of		_,Texas:
SEC. 1 STATUTORY AUTHORITY.		
This Ordinance is enacted by the C pursuant to Sec. 773.051 of the Texas Hea establish standards for ambulances, and to that combinations of local governmental un	alth and Safety Code, which Sec. 791.001 of the Texas (	provides that municipalities may Government Code which provides

#### SEC. 2 GENERAL PURPOSES AND INTENT OF ORDINANCE.

It is the purpose of this Ordinance:

- A. To establish a regulated ambulance service system which can provide state-of-the-art clinical quality of care, with reasonable, reliable response time standards, and with the goal of furnishing the best possible chance of survival, without disability or preventable complication, to each ambulance patient.
- B. To establish a sole-provider ambulance system, because it is unreasonable to have unnecessarily high rates and/or public subsidy to make needed improvements to ambulance service in the Service Area, when a more efficiently designed system can achieve the same results at a lower cost. The most efficient design to achieve the goals of high-quality service, at the lowest cost, consistent with the quality of care required, is the implementation of the system described herein.
- C. To provide more effective system performance through the provision of services by a competitively selected qualified private operator, rather than direct governmental operation of ambulance services.
- D. To provide more effective medical control by establishing a multi-jurisdictional Emergency Physicians Advisory Board (EPAB) and by empowering that Board to oversee and regulate all clinical aspects of the emergency medical system which affect patient care.

#### SEC. 3 DEFINITIONS.

For purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

**A.** Advanced Life Support Ambulance. Any vehicle which is equipped to provide treatment of life-threatening emergencies through the use of advanced airway management, intravenous therapy, and other advanced pre-hospital care procedures, and which is equipped to transport sick or injured persons to or from health care facilities.

- **B.** Aeromedical Transportation Unit. Any rotary or fixed wing aircraft providing basic or advanced life support services and patient transportation that originates within the Service Area.
- **C. Ambulance Service**. The transportation of patients (as defined herein) by ambulance.
- **D.** Approved Rate Schedule. Those fees for ambulance services rendered which have been established for the Jurisdiction by the Ambulance Authority from the Uniform Schedules of Price/Subsidy Options.
- **E.** Area Metropolitan Ambulance Authority ("Ambulance Authority"). That public administrative agency established to oversee the operation of the ambulance system established by this Ordinance.
- **F. Base Station Physician**. A physician licensed to practice medicine in the State of Texas, knowledgeable in the pre-hospital emergency medical protocols, EMS radio procedure and the general operating policies of the ambulance system, and a person from whom ambulance personnel may take medical direction by radio or other remote communications device.
- **G. Contractor**. That person selected by the Ambulance Authority, pursuant to the Request for Proposal process, which is awarded the right to provide all ambulance services in this Jurisdiction, except those specifically exempted by Section 6F of this Ordinance.
- **H. Emergency Medical Technician (EMT)**. A person certified as an "emergency medical technician" as defined by Sec. 773.047, Texas Health and Safety Code.
- **I. EMS Communications Center.** The single facility designated by the Ambulance Authority as the central communications center from which all ambulances operating in the Service Area shall be dispatched and controlled.
- **J. Emergency Physicians Advisory Board ("EPAB").** The medical board created by this Ordinance and empowered to promulgate the various standards, rules and regulations related to clinical aspects of ambulance service and first responder and other services within the Service Area, and to perform medical audits and otherwise monitor system performance.
- **K. First Responder**. Any person, fire department vehicle, police vehicle, or other vehicle not normally used for purposes of patient transport, but which vehicle and onboard personnel are capable of providing first responder services in medical emergencies.
- L. Medical Audit. An official inquiry into the circumstances involving an ambulance run or request for ambulance service, conducted by the Medical Director or a licensed physician designated by the Medical Director
- **M. Medical Control**. Direction given ambulance personnel by a base station physician through direct voice contact, with or without vital sign telemetry, as required by applicable medical protocols promulgated by the EPAB, and by Sec. 773.003(18), Texas Health and Safety Code.
- **N. Medical Director**. The licensed physician appointed by the EPAB serving as administrative officer in carrying out the duties and powers of the EPAB.

- **O. Medical Protocol**. Any diagnosis-specific or problem-oriented written statement of standard procedure, or algorithm, promulgated by the EPAB as the normal standard of prehospital care for a given clinical condition.
- **P. Mutual Aid Agreement**. A written agreement between the Ambulance Authority and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under conditions and pursuant to terms specified in the agreement as approved by the Ambulance Authority.
- **Q. Paramedic**. A person qualified as a certified or licensed "paramedic" as defined by Sections 773.049 and 773.0495, Texas Health and Safety Code.
- **R.** Patient. An individual who is ill, sick, injured, wounded, or otherwise incapacitated and is in need of or is at risk of needing medical care during transport to or from a health care facility.
- **S. Person**. Any individual, firm, association, partnership, corporation, governmental entity, or other group or combination acting as a unit.
- **T. Response Time**. The actual elapsed time between receipt of notification at the EMS Communication Center that an ambulance is needed at a location within the Service Area and the actual arrival of an ambulance at that location.
- **U. Restated Interlocal Cooperative Agreement ("Agreement").** That contract adopted by this jurisdiction concurrently with the passage of this Ordinance, which contract is entered into by this Jurisdiction pursuant to Chapter. 791 of the Texas Government Code more commonly known as the "Interlocal Cooperation Act."
- V. Senior Paramedic in Charge. That person among the certified personnel assigned to an ambulance, not the driver, who is a certified paramedic designated as the individual in command of the ambulance.
- W. Service Area. That geographical area which is contained within the boundaries of all the jurisdictions which adopt this Uniform EMS Ordinance, and which adopt and execute the Restated Interlocal Cooperation Agreement implementing the Ordinance, thereby becoming members of the Ambulance Authority.
- **X. Special Event**. Any public event located within the Service Area, for which standby ambulance service is arranged in advance, and for which an ambulance (or ambulances) are hired by the sponsor of the event or other interested party.
- Y. Specialized Mobile Intensive Care Unit. A vehicle which is specially constructed, equipped, staffed, and employed in the interfacility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an advanced life support ambulance.

#### SEC. 4 EMERGENCY PHYSICIANS ADVISORY BOARD (EPAB).

There is hereby created an Emergency Physicians Advisory Board which shall oversee and regulate on behalf of this city all medical aspects of the ambulance system which affect patient care.

- A. The EPAB shall consist of a board whose membership shall be composed of licensed physicians as follows:
  - (1) The medical director, or his designee, of each hospital emergency department which is located within the Service Area and which maintains an emergency medical services department staffed twenty four (24) hours per day, seven (7) days per week by in-house physicians; all EPAB members shall be currently or formerly licensed physicians.
  - (2) Five (5) additional licensed physicians with currently or formerly active specialties or sub-specialties of benefit in developing standards for emergency prehospital care, and who are appointed by and serve at the pleasure of the Tarrant County Medical Society.
  - (3) The EPAB may, at its option, elect from among its members an Executive Board consisting of not less than seven nor more than nine physicians, which Executive Board shall exercise such powers and duties of EPAB as are set forth in written by-laws approved by a two-thirds majority vote of the entire EPAB membership.
  - B. The EPAB shall appoint a Medical Director who shall be responsible for the day-today affairs of the EPAB in carrying out its duties under this Ordinance. The Medical Director shall be a licensed physician who is board-certified in emergency medicine. The Medical Director shall serve at the pleasure of EPAB.
  - C. The EPAB shall have the following powers and duties:
    - (1) To recommend to the Ambulance Authority medically appropriate response time standards for this Jurisdiction;
    - (2) To establish standards for patient care, including standards for ambulance and first responder vehicles and on-board equipment;
    - (3) To develop medical protocols for ambulance and first responder services and periodically revise same;
    - (4) To develop Communication Center protocols and periodically revise same;
    - (5) To conduct medical audits and develop standards and procedures for the conduct of such audits;
    - (6) To develop and periodically revise and administer both written and practical tests for the certification and licensing of emergency medical services personnel, including ambulance personnel, first responders, and EMS Communication Center personnel;
    - (7) To develop and periodically revise and administer educational material, programs and/or tests to insure that base station physicians are knowledgeable concerning the local ambulance system, its medical protocols, radio procedures, and transport protocols, and to certify qualified physicians as base station physicians;
    - (8) To conduct inspections of vehicles, equipment and supplies on both an announced and unannounced basis;

- (9) To monitor response time performance, in this regard, the Ambulance Authority shall furnish such statistical information regarding response time performance as may be requested by EPAB;
- (10) To develop standards and procedures for the resolution of disputes regarding the application of exemptions from late run penalties assessed against the ambulance service contractor for failure to meet response time standards;
- (11) To periodically conduct intensive reviews of the system's performance relative to specific clinical types and to revise medical protocols and such other standards of the system as may be appropriate in light of the findings;
- (12) To conduct medical audits of individual cases as requested by the Ambulance Authority, by any elected official of a member jurisdiction, by any licensed physician regarding a patient of such physician, or by any paramedic involved in the case which is the subject of the audit request;
- (13) To annually present a written and oral report to the Ambulance Authority concerning the state of clinical performance of the ambulance system; each member jurisdiction shall be informed of the time and place of such oral report at least 30 days in advance of that meeting and shall be invited to send representatives, and shall be furnished a copy of the written report;
- (14) To establish such committees as may be necessary to aid in the performance of its powers and duties;
- (15) To approve standards governing the operation of specialized mobile intensive care units, including standards limiting the types of patients which may be transported thereby, and to issue, suspend, revoke, and renew permits for the operation of such units as required by this Ordinance; all such permits when issued by EPAB shall be valid for a period of two (2) years and then shall be subject to provisions governing renewal as established by EPAB;
- (16) To approve standards governing the operation of Aeromedical Transportation Unit, including standards defining the circumstances under which such units may be deployed to emergency scenes, and to issue, suspend, revoke, and renew permits for the operation of such units as required by this Ordinance; all such permits when issued by EPAB shall be valid for a period of two (2) years and then shall be subject to provisions governing renewal as established by EPAB;
- (17) To approve standards governing the operation of wheelchair transport services for patients, stretcher van transport service for patients and other types of patient transportation services, including standards limiting the types of patients which may be transported thereby, and to issue, suspend, revoke, and renew permits for the delivery of such services as required by this Ordinance; all such permits when issued by EPAB shall be valid for a period of two (2) years and then shall be subject to provisions governing renewal as established by EPAB; and,
- (18) To issue, suspend, revoke, and renew permits for the delivery of first responder services.

- D. For each patient transported by ambulance by the Ambulance Authority or its contractor, and for each patient transported by any other provider issued permits pursuant to this Ordinance, the transporting provider shall pay to EPAB a fee of five dollars and 10 cents (\$5.10), which sum shall be used to defray the costs of medical regulation of the EMS system. Such payments shall be made monthly by the fifteenth (15th) day of each month for services rendered during the previous calendar month. Such funds shall be maintained in a separate account administered by the Ambulance Authority on EPAB's behalf, and shall be expended solely for the purposes set forth in this Sec. 4 as approved by EPAB or its Executive Board. This per-transport fee may be periodically increased at the discretion of EPAB, but not more often than annually, and no single increase may exceed five percent (5%).
- E. This Jurisdiction shall indemnify and hold harmless EPAB, its members, its Medical Director, and EPAB staff members from liability for actual damage, including costs and attorney's fees, arising from any claim, lawsuit, or judgment resulting from an act or omission of said EPAB member, the Medical Director, or EPAB staff member while acting in the scope and course of his office, provided that such liability arises out of or in connection with the provision of ambulance services or first responder services originating within the corporate limits of this Jurisdiction.

#### SEC. 5 AREA METROPOLITAN AMBULANCE AUTHORITY.

By adopting this Ordinance, and concurrently therewith executing and approving the Restated Interlocal Cooperative Agreement, this jurisdiction has joined the Area Metropolitan Ambulance Authority, which is herein called the "Ambulance Authority," and in regard to that Ambulance Authority the following shall apply:

- A. The Ambulance Authority is hereby designated as the sole provider of all ambulance services within this Jurisdiction, pursuant to the terms, conditions and provisions of the Restated Interlocal Cooperative Agreement, except for those services exempted by Sec. 6(K) herein.
- B. The Ambulance Authority shall comply with all terms of the Restated Interlocal Cooperative Agreement, and have all of the duties, powers and responsibilities enumerated therein.
- C. The Ambulance Authority is required to provide this Jurisdiction with advanced life support ambulance service. Such service shall comply with all applicable state laws and rules, as well as all rules, regulations, standards and response times as the Ambulance Authority or EPAB may from time to time promulgate.

#### SEC. 6 VIOLATIONS.

It shall be unlawful:

- A. To perform duties as an emergency ambulance vehicle operator, attendant (EMT or paramedic), or EMS dispatcher without a current certification issued by EPAB;
- B. To permit a person to work as an ambulance operator or attendant or EMS dispatcher without a current license issued by the EPAB;

- C. To use, or cause to be used any ambulance service other than that of the contractor authorized to operate in this Jurisdiction by virtue of its contract with the Ambulance Authority, except those services described in Paragraph K of this Section 6.
- D. To provide ambulance service within this jurisdiction (other than the contractor which contracts with the Ambulance Authority).
- E. To provide wheelchair transport services for patients, stretcher van transport services for patients or other patient transport services in this jurisdiction in violation of EPAB regulations governing the delivery of such services or without a permit issued by EPAB pursuant to Sec. 4(C)(17) herein.
- F. To provide aeromedical transportation unit services in this jurisdiction in violation of EPAB regulations governing the delivery of such services or without a permit issued by EPAB pursuant to Sec. 4(C)(16) herein.
- G. To provide specialized mobile intensive care unit services in this jurisdiction in violation of EPAB regulations governing the delivery of such services or without a permit issued by EPAB pursuant to Sec. 4(C)(15) herein.
- H. To provide first responder services without a permit issued by EPAB pursuant to Sec. 4(C)(18) herein.
- I. To use an ambulance for the transportation of persons other than patients.
- J. To knowingly give false information to induce the dispatch of an ambulance or Aeromedical Transportation Unit.
- K. It shall be a defense to any alleged violation of this Section 6 that the vehicle is being used solely in any of the following manners:
  - (1) A privately owned vehicle not ordinarily used in the business of transporting persons who are sick, injured, wounded, incapacitated or helpless.
  - (2) A vehicle rendering such service as an ambulance in the event of a major catastrophe or extreme system overload when such condition is declared by the Medical Director, the Executive Director of the Ambulance Authority, or by an authorized representative of the Ambulance Authority's contracted ambulance service provider, and such assistance has been requested by the Communication Center.
  - (3) Any ambulance owned or operated by the federal or state government
  - (4) Any transport to a location within the Service Area, which transport originated from a point outside the Service Area.
  - (5) Mutual aid calls when rendered pursuant to a mutual aid agreement approved by the Ambulance Authority
  - (6) Special events coverage, so long as such service is provided without any charge by an emergency medical services volunteer provider, as defined in Chpt. 773.003(13), Texas Civil Statues

- (7) Wheelchair transport services for persons other than patients.
- (8) Aeromedical transports where such transports originate outside the Service Area.

#### SEC. 7 PENALTIES.

The following provisions for application of penalties for violation of this Ordinance shall apply:

- A. Any person convicted of violating the provisions of this Ordinance shall be fined no more than five hundred dollars (\$500.00). This does not serve to limit any other remedies available to this Jurisdiction in law or equity.
- B. Each violation of this ordinance that is committed shall constitute a separate offense.

#### SEC. 8 TRAFFIC LAWS; EXEMPTION.

When the ambulance vehicle operator of an ambulance has reasonable grounds to believe that an emergency exists, as determined by the EMS Communication Center, the ambulance vehicle operator of the ambulance may:

- A. Park or stand, irrespective of the otherwise applicable provisions of law, ordinance or regulations,
- B. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation,
- C. Exceed the maximum speed limits permitted by law, ordinance or regulation, provided, however, that life and property are not endangered thereby,
- D. Disregard laws, ordinances and regulations governing directions or movements or turning in specified directions
- E. Provided, however, that any exemption herein granted shall apply only when such ambulance is operating with siren and emergency lights in operation, and when such audible and visual signals meet the requirements of law, ordinance or regulation, and provided further, that the foregoing provisions shall not operate to relieve the ambulance vehicle operator of any ambulance from the duty to drive with due regard for the safety of all persons, nor shall such provisions protect the ambulance vehicle operator from the consequences of his reckless disregard for the safety of others.

Note: Only this portion of SB-8 is included in CC members' 07/20/15 mtg. packet since it's the only portion of the bill that is relevant to "exclusivity"

S.B. No. 8

1	(5) the status of any coordination efforts of the
2	department and the Texas Medical Board related to those sections.
3	(c) Subchapter C, Chapter 773, Health and Safety Code, is
4	amended by adding Section 773.0573 to read as follows:
5	Sec. 773.0573. LETTER OF APPROVAL FROM LOCAL GOVERNMENTAL
6	ENTITY. (a) An emergency medical services provider applicant must
7	obtain a letter of approval from:
8	(1) the governing body of the municipality in which
9	the applicant is located and is applying to provide emergency
10	medical services; or
11	(2) if the applicant is not located in a municipality,
12	the commissioners court of the county in which the applicant is
13	located and is applying to provide emergency medical services.
14	(b) A governing body of a municipality or a commissioners
15	court of a county may issue a letter of approval to an emergency
16	medical services provider applicant who is applying to provide
17	emergency medical services in the municipality or county only if
18	the governing body or commissioners court determines that:
19	(1) the addition of another licensed emergency medical
20	services provider will not interfere with or adversely affect the
21	provision of emergency medical services by the licensed emergency
22	medical services providers operating in the municipality or county;
23	(2) the addition of another licensed emergency medical
24	services provider will remedy an existing provider shortage that
25	cannot be resolved through the use of the licensed emergency
26	medical services providers operating in the municipality or county;
27	and

1	(3) the addition of another licensed emergency medical
2	services provider will not cause an oversupply of licensed
3	emergency medical services providers in the municipality or county.
4	(c) An emergency medical services provider is prohibited
5	from expanding operations to or stationing any emergency medical
6	services vehicles in a municipality or county other than the
7	municipality or county from which the provider obtained the letter
8	of approval under this section until after the second anniversary
9	of the date the provider's initial license was issued, unless the
10	expansion or stationing occurs in connection with:
11	(1) a contract awarded by another municipality or
12	county for the provision of emergency medical services;
13	(2) an emergency response made in connection with an
14	existing mutual aid agreement; or
15	(3) an activation of a statewide emergency or disaster
16	response by the department.
17	(d) This section does not apply to:
18	(1) renewal of an emergency medical services provider
19	license; or
20	(2) a municipality, county, emergency services
21	district, hospital, or emergency medical services volunteer
22	provider organization in this state that applies for an emergency
23	medical services provider license.
24	(d) Subchapter C, Chapter 773, Health and Safety Code, is
25	amended by adding Section 773.06141 to read as follows:
26	Sec. 773.06141. SUSPENSION, REVOCATION, OR DENIAL OF
27	EMEDICANCY MEDICAL SERVICES DECVIDED LICENSE (a) The

# CONTRACT FOR AMBULANCE SERVICES BETWEEN

# THE COUNTY OF ROCKWALL EMERGENCY SERVICES CORPORATION

AND

MEDIC RESCUE, INCORPORATED

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## CONTRACT FOR AMBULANCE SERVICES BETWEEN THE COUNTY OF ROCKWALL EMERGENCY SERVICES CORPORATION AND MEDIC RESCUE, INCORPORATED

This Agreement for Ambulance Services (this "Agreement") is entered into October 1, 2007 by and between the County of Rockwall Emergency Services Corporation ("Rockwall ESC" or "Corporation") and Medic Rescue, Incorporated, d/b/a Rockwall County EMS ("Medic Rescue"/ "Contractor").

#### WITNESSETH:

WHEREAS, Rockwall ESC desires to enter into an ambulance service agreement with Medic Rescue; and

WHEREAS, Medic Rescue will provide the ambulance service outlined in this Agreement to the Cities of Rockwall, Heath, Royse City, Fate, McLendon-Chisholm, Mobile City, all unincorporated areas within the County of Rockwall, and respond to emergencies when mutual aid is requested to the portions of Rockwall County located within the incorporated portions of Dallas, Rowlett and Wylie.

NOW, THEREFORE, it is hereby mutually agreed between Rockwall ESC and Medic Rescue as follows:

#### SECTION I. TERMINATION OF PRIOR CONTRACTS:

Both parties agree that this Agreement expressly supersedes and revokes all prior contracts and agreements between Rockwall ESC and Medic Rescue, and that, effective immediately, the prior Contract for Ambulance Services between Rockwall ESC and Medic Rescue, is hereby terminated.

#### SECTION II. DEFINITIONS:

The following definitions shall apply to terms as used throughout this Agreement and in the Attachments hereto:

Advanced Life Support (ALS) means emergency paramedic pre-hospital care that uses invasive medical acts, as such term may be subsequently defined in the Texas Health & Safety Code.

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Page 1

<u>Arrival at Incident Location</u> means the moment an ambulance crew notifies the Communications Center that the ambulance has arrived at its parking position at the scene of an incident (e.g., the entrance to a specific apartment building, not merely the entrance to the apartment complex in general; or an actual accident scene -- not merely an approach location within sight of the accident scene).

Base Service Work means all emergency and routine patient transports performed by the Contractor that originate within the Primary Service Area.

<u>Basic Life Support (BLS)</u> means emergency pre-hospital care that uses noninvasive medical acts; as such term may be subsequently defined in the Texas Health & Safety Code.

<u>CAD System</u> means the computer aided dispatch system provided by Medic Rescue which system shall meet or exceed the functional specifications set forth in Section VIII B.

<u>Communications Center</u> means the EMS communications center designated by Medic Rescue as the central communications center from which all ambulances operating in the Primary Service Area are dispatched and controlled.

<u>Communications System</u> means all mobile and portable radios; communications center telephone hardware, software and line services; communications system infrastructure including antennae, pagers, consoles, and console equipment.

Contract Year means each 12-month period during the term of this Agreement (and any extension thereof) beginning on October 1 12:01 a.m. and ending on September 30 12:00 p.m.

<u>Dedicated Special Events Coverage</u> means the posting of personnel and/or equipment at the location of a scheduled special event within the Primary Service Area. Personnel so assigned shall not depart the scene of the event for any reason except to transport a patient in need of immediate transport from the event location to a medical facility, in which case another unit shall be immediately dispatched to resume dedicated coverage of the special event. Contractor may temporarily substitute another response unit (Supervisor vehicle) until another transport-capable unit is available.

<u>EMS System</u> means that network of individuals, organizations, facilities and equipment, including but not limited to Medic Rescue, whose participation is required to generate a clinically-appropriate, pre-planned system-wide response to each request for pre-hospital care and/or interfaculty transport, so as to provide each patient the best possible chance of survival without disability, given available financial resources and then-current state of-the-art EMS technology.

<u>First Responder</u> means any person, fire department vehicle, police vehicle, or other vehicle not normally used for purposes of patient transport, but which vehicle and

CONTRACT FOR AMBULANCE SERVICES Page 2 onboard personnel are capable of providing first responder services (Basic Life Support or above) in medical emergencies.

Major Default shall mean the occurrence of an event or the existence of a condition as defined in Section XII. B. hereof.

<u>Medical Director</u> shall mean a licensed physician selected by Medic Rescue and approved by Rockwall ESC Board of Directors to serve as the contractor's chief medical officer. Medical Director is provided by Contractor.

<u>Member Jurisdictions</u> means the Cities of Rockwall, Heath, Royse City, Fate, Mobile City, McLendon-Chisholm, and all unincorporated areas within the County of Rockwall.

<u>Mobile Intensive Care</u> means treatment that meets the requirements of an Advanced Life Support emergency medical services provider; and has personnel and sufficient equipment and supplies to provide cardiac monitoring, defibrillation, cardioversion, drug therapy, and two-way radio communication.

<u>Mutual Aid Import</u> means an emergency response resulting in a patient transport originating within the Primary Service Area which is performed by an EMS provider other than the Contractor at the Contractor's request.

<u>Mutual Aid Service Area</u> means a response to emergencies when mutual aid is requested to the portions of Rockwall County which are located within portions of Rockwall County within the incorporated portions of Dallas, Rowlett and Wylie.

<u>Overload Status</u> means anytime current call volume (demand) exceeds scheduled and/or available ambulances to respond, facilitating the need for the additional and immediate staffing of additional personnel.

<u>Patient Record Form</u> means the written or electronically recorded patient records, in such reasonable form as is approved by Rockwall ESC, providing for documentation by field personnel on the approved form of all required medical information, billing information and other information related to a single Patient Contact.

<u>Patient Contact</u> means direct physical contact with, or on-site observation by the Contractor's personnel of, that person or persons for whom an ambulance was requested and dispatched.

<u>Primary Service Area</u> means the geographical area contained within the corporate city limits of each Member Jurisdiction City and all unincorporated areas within the County of Rockwall.

<u>Priority One</u> (Call for Service) means a 9-1-1 emergency call for EMS service. Requires an emergency response.

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<u>Priority Two</u> (Call for Service) means a 9-1-1 call for EMS service that is designated as non-life threatening, using Medical Director approved call prioritization. Requires a normal, non-emergency response.

Response shall mean the dispatch by the Medic Rescue Communications Center of an ambulance, or EMS Supervisor vehicle to an incident.

Response Time Exception means anytime an ambulance transmits the "unit arrived on scene" status after the allotted contractual time has elapsed, the response will be considered a response time exception, also known as a "late response".

Response Time Exemption means a Response Time Exception that has occurred as a result of unusual factors beyond the Contractor's reasonable control, and has been approved as an exemption on a call-by-call basis by Rockwall ESC. These unusual factors are usually limited to unusually severe weather conditions, declared disasters or incorrect caller information as noted in this agreement. Equipment failure, traffic congestion, ambulance failure, EMS dispatch error, or other causes shall not be grounds for granting an exemption and no other causes of late response shall serve to justify exemption from response time requirements unless specifically authorized.

<u>Rural</u> (Area) means all areas within the County of Rockwall, including Fate, McLendon-Chisholm, and Mobile City, exclusive of the areas within the city limits of Rockwall, Heath, and Royse City, designation can be changed by mutual agreement.

<u>Supervisor Vehicle</u> An emergency vehicle staffed with an ALS provider, complete with all ALS equipment and supplies.

System Standard of Care means (i) the compilation of all Medical Priority Dispatch Protocols, medical protocols (i.e., for First Responders and ambulance crews), response time standards, standards for certification of pre-hospital care personnel (i.e. EMS dispatchers, First Responders, ambulance personnel, and base station physicians), and standards governing requirements for on-board medical equipment and supplies, all as set forth in this, and all state laws, rules and regulations governing ambulance services and/or EMS control center operations. The System Standard of Care simultaneously serves as both a contractual standard and, where applicable, a regulatory standard.

<u>Transport (or Patient Transport)</u> means the one-way transport by ambulance of a single patient. Furthermore, two patients transported in the same ambulance shall be considered two patient transports.

<u>Urban</u> (Area) means the corporate city limits of the cities of Rockwall, Heath, and Royse City, designation can be changed by mutual agreement.

#### SECTION III. TERM OF AGREEMENT AND END-TERM PROVISIONS

A. Term of Agreement. The base term of this Agreement shall commence at 12:00 a.m., October 1, 2007 and will be for a period of five (5) years, ending at 11:59 p.m., September 30, 2012. The Contractor may earn up to five (5) extensions of one (1) year each according to the following terms. To earn each extension, the Contractor must substantially exceed the minimum requirements of the contract during the previous one year term. Extensions must be applied for prior to 60 days before the end of each base contract year, and approved annually beginning with the first year of the contract. If granted, the first renewal (or sixth year) of the contract will be granted by the Rockwall ESC and will commence at the end of the existing base contract. This process will repeat for subsequent years of the base contract.

Any year the Contractor's performance has not substantially exceeded the minimum requirements of the contract and the Rockwall ESC does not grant an extension, or any year the Contractor does not apply for an extension will be removed from consideration; shortening the potential length of the contract.

- B. <u>End-Term Provisions</u>. In the event the Contractor does not succeed itself at the end of the term of this Agreement (or any Rockwall ESC approved extension); the following end-term provisions shall apply:
  - Rockwall ESC or Designee shall hold a final inspection of any equipment and facilities that may have been provided for the Contractor's use by Rockwall ESC or City prior to midnight on the last day of this Agreement. All equipment furnished by Emergency Services Corporation or other City, shall be returned before final payment.
  - Rockwall ESC may withhold the Contractor's final payment for the last month of service rendered under this Agreement for a period not to exceed 30 days after receipt of the final invoice. During such time, the Contractor shall provide Rockwall ESC, or Designee access to all CAD System records for the purpose of reviewing the final invoice.
  - Except as expressly set forth in this Agreement, the Contractor shall have no further duties under this Agreement after the last day of this Agreement or any Rockwall ESC approved extension.
- C. <u>Lame Duck Provisions</u>. Should the Contractor not succeed itself at the end of the term of this Agreement or any Rockwall ESC approved extension, Rockwall ESC shall depend upon the Contractor to continue provision of all services required under this Agreement until the successor contractor assumes service responsibilities. Under these circumstances, the Contractor will, for the remaining term of this Agreement, serve as a "lame duck" contractor. To ensure

continued performance fully consistent with the requirements of this Agreement throughout any such lame duck period, the following provisions shall apply:

- The Contractor shall make no changes in methods of operation, which could reasonably be considered to be aimed at cutting the Contractor's service below that required by this Agreement in order to maximize profits during such lame duck period.
- The Contractor shall continue all operations and support services at the same level of performance that were in effect prior to the award of the subsequent agreement to the successor contractor, including, but not limited to, compliance with the provisions related to the qualifications of key personnel.
- 3. Rockwall ESC recognizes that, if a competing bidder is awarded the contract in a subsequent bid cycle, the Contractor may reasonably begin to prepare for transition of service to the new contractor during the lame duck period, and Contractor shall not unreasonably withhold its approval of the new Contractor's requests to begin an orderly transition process, so long as such transition activities do not impair the Contractor's performance during the lame duck period or negatively impact the quality of patient care.
- D. <u>Conditions for Extensions</u>. To earn each extension, the contractor must substantially exceed the minimum requirements of the contract during the previous one year term, according to the terms of this agreement. The following conditions apply:
  - Exercise/Pricing of Option. Extensions must be applied for prior to 60 days before the end of each base contract year and approved annually by the Rockwall ESC board, beginning with the first year of the contract. Subsidy requests, if any, for any earned extension year must be negotiated between the parties and agreed upon by the Rockwall ESC board prior to twenty-four (24) months of the commencement of said extension year.
  - Evaluation of Contractor's Performance/Conditions for Extension. Upon receipt, by Rockwall ESC, of the Contractor's request for an extension in accordance with Paragraph 1 above, the Rockwall ESC, or Designee shall conduct an evaluation and assessment of the Contractor's performance during the previous Contract Year. The following criteria are representative of the expectations of the Rockwall ESC regarding performance of the contractor and shall be minimum standards to be met by the Contractor during the previous Contract Year. The following criteria are representative of the expectations of the Corporation regarding performance:

- (a) The Contractor has consistently achieved response time compliance during the previous Contract Year of Responses of 90% or greater for each measurable category outlined in Section IV, D, 3 Response Time Standards in this agreement. The Contractor shall be deemed to have failed this standard if the Contractor's response time performance falls below 90% compliance for two consecutive months during any Contract Year, regardless of whether such consecutive noncompliance relates to the same or a different priority Response.
- (b) The Contractor consistently and timely delivers to Rockwall ESC, or Designee, during the previous Contract Year the monthly reports and documentation required by this Agreement with a minimum of inaccurate, deficient or missing documentation.
- (c) The Contractor consistently demonstrates clinical performance during the previous Contract Year satisfying the requirements of the current System Standard of Care through regular reporting to the Corporation.
- (d) The Contractor consistently maintains and projects to the general public during the previous Contract Year a professional image to the satisfaction of Rockwall ESC.
- (e) The Contractor has met the terms of this agreement.
- (f) The election to extend this agreement is solely a decision of the Corporation.
- (g) Rockwall ESC may deny the Contractor's request for extension with or without cause.
- 3. Expiration of Term. If the Contractor fails to exercise its option to request an extension of this Agreement in accordance with the above sections or fails to obtain an extension in accordance with the above sections, the term of this Agreement shall automatically terminate (as applicable) at the expiration of the original term or any previously approved extension years.
- E. Medical Director Responsibilities. The Medical Director is employed by Medic Rescue and is expected to provide medical direction and liaison responsibilities to the Corporation. The Medical Director is expected to oversee and regulate all clinical aspects of ambulance service which affect patient care. The Medical Director selected by Medic Rescue must be approved by the Corporation, or

Designee. The Medical Director, among other duties, shall provide input or direction to:

- Establish standards for patient care, including standards for ambulance and first responder vehicles and on-board equipment;
- Develop and revise Medical Protocols for ambulance service and First Responder Organizations;
- Develop and revise Communications Center protocols;
- Conduct medical audits and develop standards and procedures for the conduct of such audits;
- Develop, revise and administer both written and practical tests for the certification and licensing of emergency medical services personnel, including ambulance personnel, First Responders, and EMS Communications Center personnel;
- Develop, revise and administer educational material, programs and tests
  to ensure that base station physicians are knowledgeable concerning the
  EMS System, its medical protocols, radio procedures and transport
  protocols, and certify qualified physicians as base station physicians;
- Conduct inspections of vehicles, equipment and supplies on both an announced and unannounced basis;
- Monitor response time performance of the Contractor;
- Conduct, on a periodic basis, intensive review of the EMS System's performance relative to specific clinical types and revise medical protocols and such other standards of the EMS System as may be appropriate;
- Participate in the implementation and review of the Quality Improvement program implemented by the Contractor.
- F. Contractor's Functional Responsibilities. During the term of this Agreement, the Contractor shall provide and manage delivery of ground ambulance services meeting or exceeding requirements of the System Standard of Care, and provide other ancillary services (e.g., medical standby services, public education and information services, etc.). The Contractor's clinical and Response Time performance must meet or exceed standards set forth in this Agreement and the System Standard of Care. The Contractor is the authorized and exclusive Contractor of emergency ambulance services. Medical control, protocols and standards of patient care are the responsibility of the Medical Director not the Contractor.

The listing below of Contractor responsibilities should be considered illustrative only and not complete. Along with other duties and responsibilities as defined within the scope of this agreement, the Contractor shall:

- Employ, supervise and manage ambulance personnel and Communications Center personnel;
- Provide or purchase all in-service training required of ambulance and Communications Center personnel;
- Provide all equipment necessary to provide the services required of the Contractor under this Agreement;
- Furnish all maintenance, insurance, and repairs for equipment utilized in the performance of this Agreement;
- Furnish supply inventory and replacement supplies used by ambulance crews and maintain a system of inventory control;
- Operate the Communications Center and ambulance system to meet all applicable staffing, clinical, and response time standards in compliance with state laws and regulations, the System Standard of Care, this Agreement and approved medical protocols;
- 7. Maintain good working relationships with First Responders to ensure continued first responder support; participate in on-scene equipment exchange program (when available); replace on a one-for-one basis supplies used by First Responders in rendering patient care (to the extent replacement supplies are stocked on the Contractor's ambulance); provide paramedic-assist training to First Responders without additional charge; and, make available by advance notice, at no additional charge, the Contractor's own in-service training programs to First Response personnel operating within the Primary Service Area;
- Submit to the Corporation, or Designee, on a timely basis, as required by this Agreement, accurate and complete reporting on clinical, billing, and response time related data in a report format satisfactory to Rockwall ESC, see Attachment #1;
- Secure at the Contractor's own expense such ambulance housing locations as the Contractor deems necessary;
- Maintain good working relationships with law enforcement agencies in the Primary Service Area;

- Ensure courteous, professional, and safe conduct of all ambulance personnel, Communications Center personnel, and other staff at all times;
- Maintain neat, clean, and professional appearance of all personnel, equipment, and facilities;
- 13. Promote and maintain Contractor's good reputation through superior service and courteous and professional conduct, prompt response and follow-up to inquiries and complaints, leadership in community CPR programs, leadership in such community activities as health fairs, school demonstrations and civic affairs, and participation in local radio and television media events, business and social group meetings, etc.;
- Maintain a current and extensive knowledge of developments in equipment, procedures, and research throughout the EMS industry.
- Maintain state and/or local personnel certifications.
- 16. Inform Rockwall ESC, or Designee in a timely matter of activities, issues, and policy/procedure modifications (internal and external) that fall within the areas of the Contractor's responsibility and which come to the attention of the Contractor's management or which would reasonably be expected to be known to the management of a well-managed firm, and which may reasonably be expected to affect Rockwall ESC (positively or negatively);
- 17. Participate and cooperate with the Medical Director in its medical audits and investigations. The Contractor shall cooperate in scheduling personnel for audits and in securing related information, and the Contractor's training officer or his designee shall attend every medical audit session to ensure that medical audit findings are routinely translated into system-wide improvements by way of pre-service training, in-service training, protocol changes, or other appropriate methods;
- Participate actively in public information and public education programs.
- 19. Participate with emergency preparedness/disaster response by sending at least one representative to any and all emergency-management related training classes as requested by Rockwall ESC or any Member Jurisdiction. Such training may include, but is not limited to tabletop exercises, functional exercises, full-scale exercises, mass casualty training, etc.
- Provide pre-hospital care and transportation of prisoners in custody of prisoners in custody of the County whose medical condition requires transportation by ambulance, to pre-designated hospital(s) within Rockwall

County or to a Dallas County hospital if the patient's condition requires a higher level of care. Fees for this service are included in the cost of this Agreement.

21. Provide Contractor representation at Rockwall ESC monthly meetings.

#### SECTION IV. OPERATIONS MANAGEMENT PROVISIONS

A. <u>Scope of Service</u>. The Contractor shall furnish all emergency and ground ambulance service for the entire population of the Primary Service Area. Aero medical helicopter rescue services will be provided by other agencies and will not be the responsibility of the Contractor.

All ambulances shall be staffed and equipped to render ALS care at the MICU level. Each ambulance will be staffed with at least two crewmembers, both of whom shall be certified emergency medical technician-paramedic.

In the event an overload situation occurs, where an unexpected event or events results in system demand outstripping Contractor's scheduled resources, the Contractor will make every attempt to staff additional ambulances, placed in service at the required two (2) certified emergency medical technician – paramedic level. In the rare occurrence that an emergency call is holding and the only available crew is comprised of a certified emergency medical technician (EMT) and an certified emergency medical technician – paramedic, that crew may respond to a system request until additional paramedic personnel are available. Any such instance must be reported to the Rockwall EMS Board during the next scheduled meeting. The Contractor is exempt from this requirement during a declared mass casualty (MCI) or disaster situation.

Additionally, the Contractor shall furnish stand-by special events coverage, mutual aid services, and medical dispatch services, as specified in this Agreement. Rockwall ESC expects the Contractor to cooperate and assist in identifying and reducing the number of ambulance transports that are not medically necessary.

B. <u>Contractor Collections</u>. Contractor will be responsible for billing all ambulance calls and will use all available recourses, including the services of a collection agency if necessary, to maximize the collection rate of all fee-for-service accounts, to minimize reliance on tax-based subsidy.

Rate Approval. Rockwall ESC must approve Contractor billing rates (Attachment #2).

C. <u>Response Time Performance</u>. System response times are a key unit of measurement to which today's high performance ambulance services are held.

This measurement is the determining factor that drives the placement and redeployment of the system's resources throughout the entire system. All response times in the Contractor's system are to be measured in seconds, not whole minutes.

The Contractor shall use its best efforts to minimize variations or fluctuations in response time performance. Superior response time performance by the Contractor during one part of a month shall not justify inferior response time performance during the remainder of the month.

The Contractor shall not be held accountable for emergency or non-emergency response time compliance for any request for service originating outside the Primary Service Area, nor will these calls be counted in the number of total calls used to determine response time compliance under this Agreement. For presumptively designated emergency calls, the Contractor will cause the notification of the appropriate First Responder agencies in accordance with then current standards as mutually agreed upon by all agencies involved.

- D. <u>Response Times</u>. Response times in the Primary Service Area shall be determined as follows:
  - 1. Response Time Measurement. Priority 1 and Priority 2 response times shall be measured via the CAD System from the moment of receipt at the Contractor's Communications Center of a valid address, type of call and callback number, until the Contractor's Communications Center is notified of the first arriving MICU ambulance approved for transport, or Supervisor Vehicle staffed with a certified emergency medical technician-paramedic's arrival at the incident/location. Each incident will be counted as a single Response regardless of the number of units that respond.

The parties understand and agree that to avoid delaying actual patient contact; "arrival" notification shall normally be given immediately prior to parking the ambulance — not after the ambulance has been parked. In cases of response to incidents where there is reason to believe the scene is unsafe, either by approved protocol or incident-specific factors, the Contractor's response time clock shall be stopped the moment its ambulance arrives at a safe or designated staging area proximate to the scene. In responses to locations lacking access by way of a street or road maintained for public or private use, response time shall be measured as the interval between time-call-received and the moment the responding crew advises the Communications Center that they are leaving the paved street or road to access the patient-

 Upgrades, Downgrades and Reassignments. From time to time special circumstances may cause changes in call priority classification. Response time calculations for determination of compliance will be as follows:

- (a) Upgrades. If a Response is upgraded prior to Arrival at Incident Location (e.g., from Priority 2 to Priority 1), the Contractor's compliance will be calculated based on the time elapsed from the time of upgrade to Arrival at Incident Location.
- (b) Downgrades. If a Response is downgraded prior to Arrival at Incident Location (e.g., from Priority 1 to Priority 2), the Contractor's compliance will be calculated based on the time of receipt of the downgrade as follows:
  - If the Priority 1 Response is downgraded after the response time standard has elapsed, the Response will be recorded as a late Priority 1 response, or
  - (2) If the Priority 1 Response is downgraded before the response time standard has elapsed, the time required to drive non-emergency to the scene is expected from the contractor.

All downgrades will be subject to protocols developed by the Medical Director.

- (c) Reassignment enroute. If an ambulance is reassigned enroute, prior to Arrival at Incident/Location (e.g., to respond to a higher priority request), the Contractor's compliance will be calculated based on the response time standard applicable to the assigned priority of the initial Response. The response time clock will not stop until the Arrival at Incident/Location on the scene from which the ambulance was diverted.
- 3. Response Time Standards. The Contractor must comply with the agreement by meeting the specified response times. The priority designation of an assignment is accomplished by presumptive prioritization in accordance with then current Medical Protocols. The Contractor will be deemed to be in compliance if 90% or more of all Patient Contacts, measured monthly, meet the following specified response time criteria:

Priority	Maximum <u>Urban</u> Response Time	Maximum Rural Response Time	
1 Emergency Response	7:59 min	11:59 min	
2 Emergent Response	11:59 min	14:59 min	

Failure to comply with the response time standards could lead to Contractor default and/or failure by the Contractor to obtain Rockwall ESC approval for future extension requests as described in Sections XII and III, D., respectively.

- (a) The Contractor's Supervisor Vehicle, staffed with a licensed emergency medical technician-paramedic may "stop the clock" on Arrival at Location/Incident. This apparatus may be used to compliment, not supplement a Mobile Intensive Care Unit's response. Should the Contractor choose to dispatch an appropriately staffed Supervisor Vehicle, the MICU must arrive within 14:59 minutes after initial receipt of the call at the Contractor's Communications Center. Each incident will result in an activity report to the Corporation, detailing the Supervisor Vehicle's response time, and the responding MICU' response time so any delay in the arrival of a transport capable ambulance can be identified.
- (b) For every Response (resulting in Patient Contact) in every presumptively defined category exceeding the response time standards set forth above, the Contractor shall submit a written report, at least monthly, documenting the cause of the late response time and the Contractor's efforts to eliminate recurrence.
- (c) Services provided by any party other than the Contractor under a mutual aid agreement shall not relieve the Contractor of its response time responsibilities for those Responses. If the response occurred in the Primary Service Area it will be subject to the same standards and criteria, required of the Contractor under this Agreement.
- 4. Response Time Exceptions and Exemptions. The Contractor shall maintain mechanisms for reserve production capacity to increase production should temporary Overload Status persist. However, it is understood that from time to time, unusual factors beyond the Contractor's reasonable control affect the achievement of the specified response time standards. For purposes of determining the Contractor's compliance with

the response time standards set forth herein, every request for ambulance service originating within the Primary Service Area shall be counted, except as follows:

The following shall <u>not</u>, for purposes of reporting response times, be counted as a Response or as a Response Time Exception:

- (a) Responses not resulting in Patient Contact, unless the call was cancelled by the caller after expiration of the applicable response time standard; and/or
- (b) Responses occurring:
  - (1) during a period of severe weather conditions, such that response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel or the public than would result from delayed response; and
  - (2) requests during a disaster, locally or in a neighboring jurisdiction (in accordance with a Rockwall ESC approved mutual aid agreement), in which the Contractor is rendering.

The following (c & d) shall be counted as a Response and shall not be counted as a late response,

- (c) Responses in which the Contractor can fully document that the response time was excessive as a direct result of incorrect location provided either by the individual caller or by another agency.
- (d) Responses in which the Contractor can fully document that the response time was achieved within the appropriate criteria which may appear as late runs due to miscellaneous circumstances.

No other causes of late response (e.g. equipment failures, traffic congestion, vehicular accident regardless of origin, ambulance failures, dispatch errors, or inability to staff units) shall serve to justify exemption from response time requirements.

In all cases, if the Contractor believes that any Response or group of Responses should be exempted from the calculation of the response time standards due to reasons listed in (a) – (d), above, the Contractor must provide detailed documentation to Rockwall ESC, or designee and request that these runs be excluded from the response time calculations. Any such request must be in writing and received by the Corporation or designee within fifteen (15) business days after the end of each month.

- Rockwall ESC or designee will review the request and issue a determination. Rockwall ESC's ruling shall be final and binding.
- Response Time Audit Trail. The Contractor shall develop and maintain
  a system to assure a complete audit trail for all response times, which
  shall be incorporated into the software program operating the CAD
  System.

#### SECTION V. SCOPE AND QUALITY OF WORK

In consideration of the compensation provided for herein, the Contractor shall perform as follows:

A. General Service Requirements. The Contractor shall, throughout the term of this Agreement, cause every request for ambulance service from within the Primary Service Area to be answered and managed by a certified Emergency Medical Technician (EMT) with Emergency Medical Dispatch (EMD) training; dispatch an MICU ambulance to every such request; transport every patient requiring transport to a medical facility by an MICU ambulance.

The Contractor shall report to Rockwall ESC any specific individuals who are chronic abusers of the transport requirements of the EMS System. Subject to the System Standard of Care established by the Medical Director for such identified abusers, the Contractor may decline to transport such individuals.

#### B. Performance Standards.

- 1. <u>Clinical Requirements</u>. The clinical requirements under this Agreement are established by Rockwall ESC in accordance with the System Standard of Care. The applicable medical protocols shall be the most recent protocols approved by the system Medical Director and approved by the Corporation. The Contractor is required to fully comply with the System Standard of Care with respect to its clinical performance, and in so doing, the Contractor's clinical performance satisfies the scope of this specification. The Contractor's failure to do so may constitute a Major Default as provided in Section XII hereof.
- 2. Contractor Communications Center Requirements. Rockwall ESC expects that emergency lines will be answered on the first ring, and the Contractor shall take such steps as are reasonably necessary to staff and operate the Communications Center in order to meet this standard. All medical communications personnel, at a minimum, shall be certified as Emergency Medical Technicians, and shall have and maintain Emergency Medical Dispatch training.

Failure of the Contractor to respond to a call or failure to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide ambulance services originating within the Primary Service Area because of the patient's perceived, demonstrated or stated inability to pay for such services, or because of the unavailability or location of any ambulance unit at the time of the request for ambulance service, may constitute a Major Default.

- 3. Professional Appearance, Conduct, and Courtesy Requirements. County of Rockwall Emergency Services Corporation expects professional and courteous conduct at all times from all Contractor personnel. The Contractor is encouraged to consider this requirement in conducting personnel selection. Also, any occasional transgressions regarding professional and courteous behavior must be immediately addressed and corrected by the Contractor. Failure of the Contractor to achieve this standard may constitute a Major Default under this Agreement.
- 4. <u>Dress/Appearance Code.</u> Contractor shall require a mutually approved standard dress/appearance code to be implemented to include, but not limited to, a standard uniform to be worn by all crewmembers. Each employee uniform shirt shall have the employee's name and level of Texas Department of State Health Services EMS certification.
- 5. Quality Improvement Program. It is the Corporation's desire that the Contractor develops and implements a comprehensive Quality Improvement (QI) program for the EMS System. To this end, the Contractor shall implement and maintain an organized, budgeted, scheduled, and effective Quality Improvement program.
- 6. Community Service and Education Requirements. The Corporation desires that the Contractor participate in community education programs emphasizing preventative health care. These programs are to be made available to schools and community groups located or operating within the Primary Service Area. It is Rockwall ESC's expectation that the Contractor will plan such programs working collaboratively with other public safety and EMS-related groups, such as the American Heart Association, the American Red Cross, and local fire departments.
- 7. Stand-by and Special Events Coverage. Upon request by law enforcement and fire department dispatchers, the Contractor shall, without additional compensation, furnish standby coverage at emergency incidents within the Primary Service Area involving a potential danger to the personnel of the requesting agency or to the general public.
  - (a) Other entities and organizations may request Dedicated Special Events Coverage from Contractor. The Contractor shall provide

such Dedicated Special Events Coverage if reasonably possible, only in such a way as to not interfere with the performance requirements of this agreement.

- 8. <u>Location of System Resources</u>. The Contractor will use its system resources located in Rockwall County in order meet the requirements of this agreement. The Contractor will not attempt to operate the provisions of this agreement from neighboring counties or locations using shared resources.
- 9. Equipment and Supply Replenishment. The Contractor shall develop mechanisms to exchange reusable orthopedic appliances and restock disposable and BLS and ALS medical supplies used by First Responders when treatment has been provided by First Responder personnel and patient care is assumed by the Contractor's personnel. Equipment and supplies stocked on the Contractor's ambulances shall be exchanged on a one-for-one basis. Whenever possible, this exchange should be accomplished at the scene. If patient care or circumstances at the scene prevent an on-scene exchange, the Contractor shall arrange to accomplish the exchange as soon as reasonably possible.
- 10. <u>Return to Station</u>. In any situation in which First Responder personnel assist the Contractor during transport, the Contractor shall provide or arrange return transportation for such personnel to their station or post as soon as reasonably possible.
- C. <u>Disaster Assistance</u>. The Contractor shall actively participate with Rockwall ESC and Member Jurisdictions in planning for and responding to any declared disaster in any of the Primary Response Area. Mass casualty incident plans and emergency disaster plans following Incident Command System (ICS), Incident Management System (IMS) or other uniform command system guidelines have been developed and provided to the Contractor. The Contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols established by each Member Jurisdiction.

The disaster-related provisions of this Agreement are:

 During such periods, the Contractor shall be released from response time performance requirements for all Responses, until notified by Rockwall ESC, or designee that disaster assistance may be terminated, and for a reasonable period thereafter to allow orderly restoration of coverage. At the scene of such disasters, the Contractor's personnel shall perform in accordance with local disaster plans.

- When disaster assistance has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.
- 3. During the course of the disaster, the Contractor shall use its best efforts to maintain emergency service throughout the Primary Service Area, and is encouraged to suspend or ration non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension.
- 4. At the conclusion of such disaster assistance, the Contractor shall determine its direct marginal costs incurred in the course of rendering disaster assistance (i.e., production costs incurred by the Contractor that would not have been incurred if disaster assistance had not been rendered) that are not recoverable from third parties, and shall present such cost statement to the Corporation, or designee for review, acceptance, and reimbursement. The cost statement associated with rendering aid under disaster conditions shall be based solely upon the direct marginal costs incurred by the Contractor in the course of rendering such disaster assistance, and shall not include costs of maintaining production capacity that would have been borne by the Contractor to meet normal service requirements if the disaster had not occurred. Reimbursement shall be made only in regard to actual, reasonable and verifiable direct marginal costs incurred.
- D. <u>Mutual Aid</u>. The Contractor shall enter into or maintain mutual aid agreements with other providers which will utilize the other Contractor's units and personnel to occasionally respond to calls within the Primary Service Area, provided that such mutual aid agreements are first approved in writing by the Corporation. The Contractor will only enter into mutual aid agreements that support emergency medical service in the Primary Service Area.

All services provided by any party other than the Contractor under a mutual aid agreement shall be subject to the same standards and criteria, including response times, as required of the Contractor under this Agreement. Any mutual aid utilized by the Contractor may only supplement, and not replace, the services required of the Contractor under this Agreement.

#### SECTION VI. FINANCIAL PROVISIONS

In addition to provisions herein allowing the Contractor's use of facilities and/or equipment provided by Rockwall ESC or any Member Jurisdiction, the following provisions for monetary compensation are agreed to by the parties:

A. <u>Payment for Services</u>. Rockwall ESC shall pay the Contractor the monthly amount of (see fee schedule below) for service rendered under this agreement, said payment to be made within five (5) business days after the end of the month. The monthly amount for this five (5) year contract will be based on the following fee schedule.

Budget Year	07-08	08-09	09-10	10-11	11-12
Subsidy per Year	\$444,359	\$452,089	\$458,326	\$464,537	\$470,756
Subsidy per Month	\$37,030	\$37,674	\$38,194	\$38,711	\$39,230

- Adjustment for Increased Standards of Production. The Contractor shall be B. entitled to apply for a negotiated adjustment to the Contractor's monthly payment (subsidy) and/or billing rates in the event of (i) externally-imposed changes in the requirements of this Agreement, including changes in the System Standard of Care, or (ii) changes in applicable federal, state, or local laws, rules or regulations, when such changes require adjustments to the Contractor's operations which may reasonably be expected to increase the Contractor's cost of producing the services which are the subject of this Agreement. For purposes of this provision, "externally-imposed" means a change which is mandatory, unavoidable and not optional to the Contractor, regardless of whether enactment of such change was initiated or supported by the Contractor, or a change which, in the exercise of the Contractor's judgment and experience, could not have been reasonably anticipated by the Contractor, including changes in external market forces. In determining the amount of any such compensation adjustment, the following stipulations shall apply:
  - The burden of proving the fact and amount of such actual and reasonable financial impact upon the Contractor's production costs shall rest entirely with the Contractor.
  - This provision shall not apply to changes in production standards, which
    were known to the Contractor, or which should have been known to a wellmanaged ambulance company at the time this Agreement was signed.
  - The standard in question must actually constitute an increase in requirements—not merely a clarification of a previously existing standard or an application of the "rule of reason" to interpret an existing standard.
  - In applying for such actual-cost increases in compensation, the Contractor must clearly demonstrate to the Corporation's satisfaction that the stated costs are actual, unavoidable, and in addition to costs which would have been incurred by the Contractor if the new standard had not been imposed.
  - Training-related costs shall be considered only to the extent such training is in excess of in-service and other training requirements of this Agreement, the proposal and/or the System Standard of Care, and in the

- opinion of the Medical Director and the Corporation, could not reasonably have been incorporated within regularly-scheduled training sessions.
- 6. In the event applicable federal, state, or local laws, rules or regulations, are relaxed so as to permit changes in the Contractor's operations which may reasonably be expected to decrease the Contractor's cost of producing the services which are the subject of this Agreement, the base service monthly payment shall be subject to reduction using the same methods of adjustment which are applicable to an increase in standards.
- Any adjustment to the Contractor's base service monthly payment attributable to a change in applicable laws, rules or regulations shall be made as of the effective date of the new or amended law, rule or regulation.
- C. <u>Adjustment in Monthly Billing Rate (Subsidy)</u>. For the term of this agreement there will be no anticipated or scheduled adjustment to the subsidy payments, except as provided in part B., above. Adjustments (increases or decreases) to the payment for services may be requested and negotiated as part of the requested extensions.
- D. Exclusive Service Agreement. Participating jurisdictions agree to utilize the Contractor solely within their jurisdictions. Exclusive service agreement shall include all requests for emergency and non-emergency transports and requests, including requests originating from nursing homes, hospice, and other long-term medical health care facilities. Member Jurisdictions are encouraged, through contacts with the Corporation, to exclusively use the Contractor's EMS services and to that end develop and employ "City Ordinances" whenever possible.
- E. <u>Adjustments For Withdrawal of Member Jurisdiction.</u> In the event a Member Jurisdiction withdraws from the Rockwall ESC or withdraws from participation in EMS Special Services, either the Corporation or the Contractor may negotiate rate adjustments. A request of this nature must be made to the other party within 30 days after a member jurisdiction has officially withdrawn from the Corporation.

#### SECTION VII. GENERAL PROVISIONS

- A. <u>All-ALS, Full-Service System</u>. All ambulances rendering services pursuant to this Agreement, whether engaged in response to a 911 medical request, other request for emergency, or Dedicated Special Events Coverage, shall be staffed and equipped to render MICU paramedic-level care, unless otherwise approved by the Corporation.
- B. <u>Nature of Commitment</u>. The nature of contractual commitment by the Contractor shall be performance, not "level-of-effort." Clinical and response time

performance shall be reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, performance auditing, failure analysis, and prompt and definitive corrective action. This Agreement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for required performance results. The Contractor is specifically being retained for its expertise in effectively managing the efficient delivery of paramedic ambulance services.

- C. <u>Profit and Loss</u>. As this Agreement is a "fixed-price performance contract for requirements," and not a "cost-reimbursable, level-of-effort contract," any discrepancy between the Contractor's actual cost of providing the contracted services at the System Standard of Care and the Contractor's total net revenues from the delivery of those same services, whether profit or loss, shall not constitute grounds for compensation adjustment or relief from contractual performance commitments.
- D. <u>Use Own Expertise and Judgment</u>. The Contractor is specifically advised to use its own best expert and professional judgment in deciding upon the methods to be employed to achieve and maintain the levels of performance required hereunder. Such methods include compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters which, taken together, comprise the Contractor's own strategies and tactics for achieving the performance standards required by this Agreement.
- E. <u>Business Volumes Not Guaranteed</u>. Rockwall ESC declines to put forth any representations, estimates or predictions regarding the frequency of 911 medical requests, which may originate within the Primary Service Area during the term of this Agreement, or the percentage of such Patient Contacts which may result in patient transports which the Contractor may receive.
- F. Compliance With Laws. All services furnished by the Contractor under this Agreement shall be rendered in full compliance with applicable federal, state and local laws, ordinances, rules and regulations. It shall be the Contractor's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement, and to maintain compliance with those applicable standards at all times. The Contractor also shall comply with the provisions of all regulations and written guidelines established by the Medical Director.
- G. <u>Outside Work</u>. Except as otherwise provided, should the Contractor desire to use any Rockwall ESC provided equipment or services to clients other than those within the Primary Response Area, the Contractor shall submit to the Corporation, or designee a written request for approval of such use, and provided

the following conditions are met, such approval shall not be unreasonably withheld.

- (1) Added Personnel, Vehicles, and Equipment. The Contractor shall expand its production resources at its own expense, as necessary to conduct the additional business without decreasing service to the Primary Service Area.
- (2). <u>Trade Name for Outside Work</u>. All such outside work shall be performed under the Contractor's own trade name and, if applicable, license – not those of "County of Rockwall Emergency Services Corporation".
- H. Permits & Licenses. The Contractor shall be responsible for obtaining all necessary licenses, permits, and certifications required for initiation and completion of its work under this Agreement. The Contractor shall make all necessary payments for licenses and permits to conduct its business and duties under this Agreement. The Contractor shall take such steps as are necessary to renew all licenses and permits on a timely basis. The Contractor shall ensure that all of its employees hold valid and current state and local certifications as are required to meet the Contractor's responsibilities under this Agreement.
- Inspections and Audits. Rockwall ESC, or it's designee, and the Medical Director may, at any time, and without notification, directly observe the Contractor's operation of the Communications Center, maintenance facility, and any ambulance post location, and may ride as a "third person" observer on any ambulance unit at any time. Provided, however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, shall at all times be respectful of the Contractor's employer/employee relationships, and shall be subject to such reasonable risk-management requirements as may be specified by the Contractor, including but not limited to compliance with applicable OSHA requirements and execution of a waiver of liability.

Rockwall ESC, or it's designee, and the Medical Director shall have the right, upon at least 48 hours advance notice to the Contractor (provided, however, no advance notice shall be required if the Corporation has a reasonable basis to suspect fraud or willful falsification of data), to audit all reports, data, and financial information that the Contractor is required to provide and/or maintain under this Agreement. All audits may be conducted only during normal business hours and in such manner as to cause as little interference with the Contractor's normal operations as reasonably possible.

J. <u>Vehicle Markings & Advertising Restrictions</u>. Rockwall ESC shall have the right of prior approval of the form and content of all public information and advertising, direct or indirect, utilized by the Contractor in conjunction with

services and operations related to this Agreement. In general, all vehicle markings, local advertising, employees' uniforms and uniform markings, public information material and programs, and "Yellow Pages" advertising shall utilize Contractor's — not the "County of Rockwall Emergency Services Corporation" name and trademark.

- K. <u>Emergency Driving Privilege</u>. All applicable state rules and regulations governing emergency and non-emergency vehicle driving privileges shall be observed during the term of this Agreement. The Contractor shall require all of its vehicles to be operated in a safe, courteous, and professional manner at all times.
- L. <u>No On-Scene Collections</u>. Except as approved by the Corporation, or designee the Contractor's personnel shall not request or accept payment, on scene or at the time of service, for ambulance services rendered.
- Annual Review and Evaluation of EMS System. Rockwall ESC and the M. Contractor acknowledge that continual review and evaluation of the entire EMS System will be beneficial to both the providers and users of emergency and nonemergency ambulance services. To this end and to enhance the Contractor's ability to serve this Agreement on an on-going basis, the Contractor, and the Medical Director shall jointly conduct an annual review and evaluation of the entire EMS System, including the performance and delivery of services by the Contractor under this Agreement. Such review and evaluation process may result in improvements in the delivery of ambulance services, further cost efficiencies, and possible changes to the System Standard of Care. It is anticipated that such review and evaluation shall be conducted during July of each year during the term of this Agreement. The parties agree to cooperate with each other and to provide such information as is reasonably requested by any party participating in this review and evaluation process. The parties recognize that such information may involve trade secrets and commercial and financial information that could be of value to the Contractor's competitors and that such information is extremely proprietary in nature, containing information for which a significant amount of money has been expended by the Contractor in developing and which could not be properly acquired or duplicated by the Contractor's competitors without a great deal of difficulty. Therefore, Rockwall ESC agrees that should it receive any Open Records Request for such information under applicable law, it will promptly notify the Contractor, provide the Contractor with a copy of the request, and will not release such information to the requesting party (unless otherwise advised by the Corporation's legal counsel) before allowing the Contractor a reasonable period of time (not to exceed any deadline imposed by applicable law) to object to the disclosure of such information by the Corporation. Any such objection shall be in writing and shall specify the exceptions under applicable law which would permit Rockwall ESC not to release such information.

- N. Force Majeure. Notwithstanding anything else contained in this Agreement, the Contractor shall not be responsible to the Corporation for any loss or damage resulting from any delay or failure in performing services or complying with any other provision of this Agreement if the delay or failure results directly from (a) compliance with any mandatory law, ruling, order, regulation, requirement or instructions of the government of the United States of America, or of any state, agency, political subdivision or local government thereof, or any civil or military authority, but only to the extent compliance therewith prevents or substantially limits the Contractor's ability to fully and timely perform its duties hereunder; (b) acts of God occurring within the Primary Service Area, including earthquakes, fires, hurricanes, tornadoes, storms and floods; (c) riots, insurrections, civil disturbances, explosions, nuclear accidents, or wars; (d) intentional acts of Rockwall ESC that substantially and materially interfere with or prevent the Contractor's performance under this Agreement; or (e) any strike, slowdown, mass resignation, mass absenteeism, or any type of concerted work stoppage by employees of emergency medical services providers occurring on a national or regional basis but expressly excluding any such labor difficulties experienced only by the Contractor or its affiliates. Any delay resulting from any such causes shall extend performance accordingly, or excuse performance in whole or in part, but only to the extent and only for such period of time as the Contractor diligently and expeditiously attempts to remedy the delay in performance caused by such event of Force Majeure. In the event any event of Force Majeure results in the delay or failure of the performance of services by the Contractor hereunder for more than three (3) consecutive days, the parties agree to immediately meet and use their best efforts to resolve the problems caused by such event of Force Majeure. Nothing in this section shall in any way limit, impede or delay the Corporation's right and ability to draw on, or recover against, the performance security pursuant to section "Major Default & Takeover Provisions" hereof, and in connection therewith, any assertion by the Contractor of an event of Force Majeure shall be subject to the provisions of section "Major Default & Takeover Provisions".
- O. <u>Ambulances</u>. The Contractor shall acquire at no cost to the Corporation, all ambulances and other vehicles necessary to perform the requirements of this agreement. All ambulances will be Type I or Type III M.I.C.U.'s fully compliant with all applicable local, state and federal laws. These units must be licensed through Texas Department of State Health Services (Texas DSHS) and must be appropriately stocked with equipment and supplies, and must be capable of being staffed to accommodate Overload Status demands.

The Contractor will maintain its M.I.C.U.'s in good working order and meet Texas DSHS's inspections or will replace the unit at no cost to the Corporation. All units used in the provision of services in this Agreement will be maintained through the company's fleet maintenance program and will not exceed 250,000 miles.

#### SECTION VIII. DATA COLLECTION & REPORTING SYSTEM

- A. <u>Data Collection and Reporting.</u> All records and data maintained and collected by the Contractor in the delivery of services under this Agreement shall be made available to the Corporation, or it's designee, upon request. The Contractor shall meet all requirements of Section VIII within six months after the commencement of this contract. The Contractor is encouraged to meet the requirements of Section VIII in as short of time as possible.
- B. <u>Computer Aided Dispatch (CAD) System</u>. The Contractor shall provide, maintain, and operate, a computer aided dispatch system to record dispatch information for all ambulance requests. The CAD time recording system shall include the date, hour, minutes and seconds. All telephone communications, including pre-arrival instructions and time track, and radio communications shall be recorded on tape and made available for Rockwall ESC's review for a minimum of 90 days after the date of recording. The CAD System shall be capable of the following minimum requirements:
  - electronic data entry of every Response on a real-time basis;
  - prioritization of deployment planning, displaying calls received for runs pending, runs in progress, and status of ambulance resources available for service;
  - continuous display of unit time in each response status. Automatic display
    of units exceeding pre-determined "time in status" criteria for deployment
    and crew safety;
  - immediate recall on any current, previous, or pre-scheduled run for inquiry by date, incident number, location or patient name, available for immediate recall for the contract period. Data older than 180 days must be made available to the Corporation within five (5) business day after the Contractor's receipt of such request;
  - on-line, real time visual display showing a deployment plan and prioritization of Primary Service Area coverage for that time of day and day of week. Visual displays of deployment plans must be available for both actual and hypothetical ambulance availability levels;
  - security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.
- C. <u>Communication Center Data Capabilities</u>. The CAD System must be capable of producing the following reports to be utilized, among other purposes, in measuring response time compliance:

- emergency life threatening and non-life threatening response times by Member Jurisdiction and by user definition, including CAD notes for late calls;
- out-of-chute response times by crew members;
- on-scene times;
- hospital drop times by crew members;
- 5. emergency and non-emergency responses by hour and day;
- dispatch personnel response times reports;
- cancelled run reports;
- 8. response districts (jurisdictions).

If the CAD system is at any time inoperable or malfunctioning, the Contractor shall fully complete a manual "dispatch card" (in such form as approved by the Corporation, or it's designee) for each dispatch of an ambulance while the CAD system is inoperable. Immediately following the normal operation of the CAD system, the Contractor shall enter the manual dispatch cards into the CAD system.

#### SECTION IX. EQUIPMENT & FACILITIES

Equipment and facilities furnished by Rockwall ESC for the Contractor's use in rendering the services under this Agreement are furnished by the Corporation and accepted by the Contractor subject to the following:

# A. Equipment and Facilities Furnished by Rockwall ESC.

- Communications System. The Corporation represents that the Communications System equipment provided for Contractor shall be in good working order and condition as of the effective date of this Agreement..
- Facilities. The Corporation or Member Jurisdictions may provide EMS housing facilities to Contractor.

# B. Maintenance of Equipment Furnished by Rockwall ESC.

 Communications System. The Communications System shall be maintained and repaired by the City of Rockwall during the term of this

Agreement, except for losses and repairs due to loss, theft, abuse or neglect for which the Contractor shall be liable. The Contractor shall be responsible for coordinating the installation of all mobile communications equipment. The Corporation shall be responsible for providing and maintaining emergency communication interfaces [which now exist or may be required in the future as part of the Communications System.] The Contractor shall be responsible for the costs of reinstalling mobile communications equipment in replacement vehicles upon retirement of vehicles from the initial fleet.

## C. Facilities and Equipment Furnished by Contractor

- 1. Ambulances and Other Vehicles. Contractor shall provide such number and type of ambulances and other vehicles as are necessary to allow the Contractor to perform all of its obligations under, and to meet or exceed all performance criteria required of the Contractor by this Agreement. All costs of maintenance and repairs for the ambulances and other vehicles provided by Contractor, including parts, supplies, spare parts and inventory, labor, subcontracted services, and costs of extended maintenance contracts and extended warranties, and vehicle licenses, shall be the Contractor's sole responsibility and expense. The Contractor shall be responsible for the washing of all ambulances and support vehicles, interior and exterior. The Contractor shall be responsible for the cost of all licenses and permits for the ambulances.
- Supplies for Basic and Advanced Life Support Services. The Contractor at its expense shall provide all supplies necessary and required to perform basic and advanced life support services under this Agreement.
- 3. Other Equipment Provided by Contractor. The Contractor shall provide such other equipment and facilities as are necessary to perform all of its obligations under, and to meet or exceed all performance criteria required of this Agreement. All costs of maintenance and repairs of such other equipment shall be the Contractor's sole responsibility and expense.
  - (a) Stretchers. Contractor shall provide one (1) stretcher for every ambulance.

#### SECTION X. PERSONNEL PROVISIONS

A. <u>Character and Competence of Personnel</u>. All persons employed by the Contractor in the performance of work under this Agreement shall be competent and holders of appropriate licenses and permits in their respective trades or professions. The Contractor shall discharge or reassign outside the Primary

Service Area any employee who repeatedly engages in acts of misconduct or is chronically incompetent or negligent in the due and proper performance of such employee's duties.

B. Reasonable Work Schedules/Working Conditions/Compensation. While this Agreement is a "performance contract," and while the Contractor is not only allowed but required to employ its own methods and techniques for producing the required performance reliably and efficiently, the Contractor is expressly required to utilize reasonable work schedules, shift assignments, working conditions, shift-length, specific workload management standards and real-time workload management practices. The primary issues are patient care and employee safety, and the Contractor shall employ policies which ensure that field personnel working extended shifts and overtime are not without rest to an extent that might impair judgment or motor skills.

The Contractor shall not utilize sub-standard compensation levels with its employees in order to deliver the economic efficiencies necessary to profitably manage this Agreement. While the Corporation in no way intends to limit the ingenuity of the Contractor in proposing compensation programs for its employees, Rockwall ESC expects the Contractor, throughout the term of this Agreement, to provide such levels of reasonable compensation and benefits as are necessary to attract and retain qualified personnel.

- C. <u>Professional Conduct/Courteous Service</u>. Rockwall ESC expects and requires professional and courteous conduct at all times from the Contractor's ambulance personnel, Communications Center personnel, middle managers and top executives. The Contractor shall address and correct any occasional departure from this standard of conduct promptly upon becoming aware of same.
- D. <u>Non-Discrimination</u>. The Contractor shall comply with all applicable provisions of federal, state and local laws and regulations that prohibit discrimination. Specifically, the Contractor shall:
  - not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - comply with Executive Order 11246, as amended, if applicable, and the rules, regulations and orders of the U.S. Secretary of Labor; and

- be responsible for determining the applicability of and compliance with any federal or state regulations enacted pursuant to Executive Orders, federal legislation or amendments to legislation, and state legislation or amendments to legislation.
- E. <u>Licensing of Personnel</u>. It shall be the responsibility of the Contractor to ensure that all of its personnel's licenses are maintained and kept up to date as described herein. It is understood by the Contractor that none of its employees shall be allowed to operate or function in the Primary Service Area unless all necessary licenses are in full force. The Contractor shall take measures or employ personnel to monitor all licensed personnel to ensure no non-licensed person is operating inappropriately.
- F. OSHA and Other Regulatory Requirements. It is anticipated that during the term of this Agreement, certain regulatory requirements for occupational safety and health, including but not limited to infection control and blood borne pathogens, may be increased. The Contractor shall adopt procedures that meet or exceed all requirements for dealing with such current and future regulatory requirements. The Contractor shall be solely responsible for all costs relating to compliance with any new OSHA requirements imposed during this Agreement.
- G. <u>Drug Free Workplace</u>. In order to ensure a drug free workplace, Contractor shall make every effort to combat the actual use and potential use of employees using illegal drugs. Contractor shall test employees both "For Cause" and "Randomly." Contractor shall randomly and for cause test for drugs based on a written drug testing policy to be approved by the Corporation.
  - For Cause. A test is required when a reasonable suspicion exists, based upon observable facts, that an employee may be impaired
  - Random Drug Testing. Twice annually and randomly, employees will be tested.
  - New Employment Testing. All new employees whether full-time or parttime will be required to be drug tested before employment becomes official.

#### SECTION XI. INSURANCE AND INDEMNIFICATION

A. <u>Insurance</u>. At all times during the term of this Agreement, and throughout any extension periods, the Contractor shall obtain, maintain and pay all premiums for and furnish one or more certificates of insurance to the Corporation for insurance as specified below which provides coverage for the periods covered by this Agreement. All such policies shall name "County of Rockwall Emergency

Services Corporation", each Member Jurisdiction, and the Medical Director as "Additional Named Insured's."

Each such policy shall provide that the carrier thereunder shall give Rockwall ESC sixty (60) days advanced written notice of any cancellation, change (other than the addition of property to the coverage or deletion of insured property no longer used in the performance of this Agreement), termination, failure to renew, or any change in coverage of any such policy. Ten (10) days written advance notice shall be acceptable in the event of non-payment of insurance premiums.

All insurance shall be maintained with companies: (i) holding a "General Policyholder's Rating" of A:IX or better, as set forth in the most current issue of Best's Insurance Guide, or the successor rating to A:IX or comparable rating from a reputable rating organization, and (ii) financially responsible and licensed to do business in the State of Texas by the Texas Department of Insurance. The insurance certificate or certificates delivered to the Corporation shall list all coverage's, limits, deductibles, exclusions, expiration dates and terms of policies, all carriers issuing said policies, and all endorsements whether or not required by the Corporation. The Contractor shall furnish, at the Corporation's request, a certified copy of each policy, including endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.

- B. <u>Insurance Requirements</u>. Insurance coverage provided by the Contractor shall meet the following minimum requirements: All of the following coverage must be obtained prior to the signing of this agreement and must begin immediately upon the effective date of this Agreement.
  - 1. Workers' Compensation. Coverage meeting the statutory limits prescribed by the laws of the State of Texas subject to the following minimums: employer's liability \$1,000,000 each accident and \$1,000,000 disease each person with a \$1,000,000 disease policy limit. This policy shall be endorsed to include a waiver of subrogation, or waiver of rights of recovery, in favor of all additional insured.
  - Comprehensive General Liability. General liability insurance with the following coverage: \$2,000,000 each occurrence; \$2,000,000 aggregate limit.
  - Professional Liability Insurance. Professional liability insurance with minimum coverage of no less than \$2,000,000 per each claim. If this insurance is purchased on a claims-made basis, the Contractor shall maintain such insurance coverage continuously during the term of this Agreement and for a period of not less than five (5) years after termination of this Agreement.

- 4. <u>Vehicle Insurance</u>. The Contractor shall obtain, maintain and pay all premiums for commercial vehicle liability insurance on the ambulances and other vehicles hereunder with no less coverage than \$2,000,000 each accident.
- C. <u>Special Insurance Provisions</u>. No insurance policies required under this section above shall contain any exclusion for hazards commensurate with the services and operations provided by the Contractor under this Agreement. Deductibles or self-insurance limits shall not exceed \$250,000 per occurrence for any line of coverage, unless prior written approval is granted by the Corporation. The Contractor agrees that it will maintain adequate reserves for such deductible limits at all times during the term of this Agreement. Any form of alternative coverage or risk financing measures, such as risk treatment through insurance pools, risk retention groups, or self-insurance, shall be subject to prior approval and appropriate monitoring by the Corporation. In the event any local, state, federal or other regulatory laws or requirements mandate insurance coverage's for ambulance service providers in excess of the requirements specified herein, such higher requirements shall prevail over the requirements specified herein.
- Indemnification by Contractor. The Contractor agrees to indemnify, defend D. and hold harmless Rockwall ESC, the Medical Director, and each Member Jurisdiction, and their respective directors, officers, representatives and employees (collectively, the "Indemnified Parties") from and against all losses, liabilities, damages, lawsuits, deficiencies, claims, demands, costs or expenses. including court costs, attorneys' fees and costs of investigation ("Losses"), based upon, incurred in connection with, arising out of or otherwise in respect of (i) any injuries to or death of any person or damage to or loss of any property caused or alleged to be caused, in whole or in part, by any act, omission or neglect of the Contractor or its partners, directors, officers, employees, agents or any parties contracting with the Contractor relating to the performance of its obligations under this Agreement, (ii) any material inaccuracy in or any breach of any representation or warranty of the Contractor contained in this Agreement, or (iii) any material breach of any covenant or agreement of the Contractor contained in this Agreement. The Contractor's obligations under this indemnity shall not be limited to the limits or coverage of insurance maintained or required to be maintained by the Contractor under this Agreement.

If any lawsuit, action or proceeding (a "Third-Party Action") is filed against an Indemnified Party entitled to the benefit of the indemnity herein, written notice thereof (the "Third-Party Action Notice") shall be given by such Indemnified Party to the Contractor as promptly as practicable; provided, however, the failure of any Indemnified Party to give notice timely hereunder shall not affect its right to indemnification hereunder, except to the extent that the Contractor demonstrates actual damage caused by such failure. After such notice, the Contractor shall be entitled, if it so elects, (i) to take control of the defense and investigation of such Third-Party Action, (ii) to employ attorneys reasonably satisfactory to the

Indemnified Parties to handle and defend the same, at the Contractor's sole expense, and (iii) to compromise or settle such Third-Party Action, which compromise or settlement shall be made only with the written consent of the Indemnified Parties, such consent not to be unreasonably withheld. If the Contractor fails to assume the defense of such Third-Party Action within ten (10) days after receipt of the Third-Party Action Notice, the Indemnified Parties (upon delivery of notice to such effect to the Contractor) will have the right to undertake, at the Contractor's sole expense, the defense, compromise or settlement of such Third-Party Action on behalf of and for the account and risk of the Contractor. The Contractor shall be liable for any settlement of any Third-Party Action affected pursuant to this paragraph and for any judgment and the Contractor agrees to indemnify and hold harmless the Indemnified Parties from and against any Loss by reason of such settlement or judgment.

E. <u>Employment of Member Jurisdiction Employees</u>. Any employee of a Member Jurisdiction who is also an employee of the Contractor shall be considered exclusively an employee of the Contractor for purposes of any worker's compensation, accidental injury/death, and/or retirement or disability benefits in the event of an injury to or death of such employee while engaged in the scope of the employee's employment with the Contractor.

#### SECTION XII. MAJOR DEFAULT & TAKEOVER PROVISIONS

- A. <u>Performance Security.</u> Due to the importance of EMS to the communities served, the Corporation must do everything possible to eliminate the potential for a system failure. This agreement incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the failure of the Contractor. The Corporation will utilize the following methods:
  - The Corporation will pre-qualify Contractors to ensure the ability of the Contractor to fulfill the obligations of this Agreement.
  - The Contractor will agree to execute a standby lease agreement upon contract execution, which will assure the Corporation immediate access to any and all equipment and supplies and other assets that the Corporation determine are necessary for the continued operations of the system.
  - 3. The Contractor will deposit with the Corporation an annually renewable performance letter of credit, cash escrow account, performance bond or access to the Contractor's accounts receivables in a form acceptable to the Corporation. The amount of the performance letter of credit, cash escrow account, performance bond or accounts receivables pledge shall be three

hundred thousand dollars (\$300,000.00). The parties will agree that this is a reasonable amount for total liquidated damages in the event of Contractor's failure to perform, termination, or breach of contract.

- B. <u>Major Default Defined</u>. Conditions and circumstances which shall constitute a Major Default by the Contractor, unless waived by Rockwall ESC in writing, shall include, but not be limited to, the following:
  - Supplying to Rockwall ESC during or after the negotiation process false or intentionally misleading material information (which the Contractor knew to be false or misleading at the time such information was delivered to the Corporation), or information so incomplete as to effectively mislead;
  - Willful falsification of material data or information supplied to County the Corporation or the Medical Director during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or willful downgrading of presumptive run code designations to enhance the Contractor's apparent performance, or creating Patient Transports in order to artificially inflate run volumes, or falsification or deliberate omission of any other data or information required under this Agreement, including submission of intentionally misleading information, or information so incomplete as to effectively mislead;
  - Failure of the Contractor to operate the ambulance service system in a manner which enables the Contractor to remain in substantial compliance with the requirements of applicable federal, state, and local laws, rules and regulations;
  - Deliberate and unauthorized scaling down of operations during a lame duck period to an extent that the Contractor materially fails to comply with the terms of this Agreement;
  - Chronic failure to maintain equipment and facilities in accordance with manufacturer recommended maintenance procedures (or reasonably equivalent maintenance procedures adopted by the Contractor) and with the enhanced maintenance practices appropriate to the emergency service responsibilities of a primary Contractor of emergency medical services;
  - Except as otherwise permitted by applicable law, willful attempts by the Contractor to intimidate or otherwise punish non-management employees who desire to interview with or to sign contingent employment agreements with competing bidders during a future competitive procurement cycle;

- Chronic failure by the Contractor to correct employees who fail to conduct themselves in a professional and courteous manner, or to present a professional appearance;
- 8. Failure by the Contractor to reasonably cooperate with and assist the Corporation in its takeover of the Contractor's operations after a Major Default has been declared by Rockwall ESC, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond the Contractor's reasonable control;
- Failure (to the extent described in Sections IV(D)(3) and (4)) to meet or exceed the response time standards required hereunder;
- 10. Failure on the part of the Contractor to substantially fulfill the End-Term provisions of this Agreement as set forth herein, including but not limited to the requirement that the Contractor shall satisfy in all material respects its remaining financial obligations to its employees and suppliers upon the termination of this Agreement;
- Chronic failure by the Contractor to timely and properly submit reports, data generated in the course of operations, and such other material information required by the terms of this Agreement;
- 12. Acceptance by the Contractor of, or the knowing failure by the Contractor to correct any of its employees who have accepted any bribe, illegal kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or its employees could be reasonably construed to violate federal, state or local law;
- 13. Payment by the Contractor of, or the knowing failure by the Contractor to correct or prevent (if possible) any of its employees who have paid, any bribe, illegal kickback or consideration of any kind to any federal, state or local public official or consultant in exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or its employees could be reasonably construed to violate federal, state or local law;
- Failure to purchase and maintain in force insurance meeting the material requirements set forth in this Agreement;
- Material failure by the Contractor to comply with the performance standards;
- The assignment or attempted assignment of this Agreement by the Contractor except as permitted;

- Failure on the part of the Contractor to ensure that all payments are made in full and on time to any and all vendors and other parties;
- 18. The Contractor (i) applying for or consenting to the appointment of a receiver, custodian, trustee, intervener or liquidator of itself or of all or a substantial part of its assets, (ii) voluntarily becoming the subject of a bankruptcy, reorganization or insolvency proceeding or be insolvent or admit in writing that it is unable to pay its debts as they become due, (iii) making a general assignment for the benefit of its creditors (iv) filing a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, (v) filing an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, (vi) becoming the subject of an order for relief under any bankruptcy, reorganization or insolvency proceeding, or (vii) failing to pay any material money judgment against it before the expiration of thirty (30) days after such judgment becomes final and no longer subject to appeal;
- Failure to maintain a performance letter of credit, cash escrow account, or access to the Contractor's accounts receivables in a form acceptable to the Corporation.
- 20 Any other material failure of performance or failure to comply with the material terms of this Agreement, clinical or otherwise, which is determined by Rockwall ESC to constitute a significant endangerment to public health and safety.
- C. <u>Default Dangerous to Public Health and Safety</u>. In the event the Corporation determines that a Major Default has occurred, and if the nature of the default is, in the opinion of the Corporation, such that public health and safety are or will be imminently endangered, the Contractor shall cooperate completely and immediately with the Corporation to effect a prompt and orderly transfer of all responsibilities to the Corporation or its designated contractor. Such transfer of responsibilities shall be effective within 72 hours after such finding that a Major Default endangers public health and safety.

Further, the contractor expressly agrees that, in the event of Major Default by the contractor, the contractor will work with the Corporation to assure continuous delivery of services regardless of the underlying cause of the default. The contractor agrees that there is a public health and safety obligation to assure that the Corporation is able to provide uninterrupted service delivery in the event of default even if the contractor disagrees with the determination of default.

- D. Default Not Dangerous To Public Health and Safety. If Rockwall ESC declares the Contractor to be in Major Default on grounds other than performance deficiencies dangerous to public health and safety, the Corporation shall give the Contractor written notice describing with reasonable specificity the nature of the Major Default. Within five (5) days of its receipt of such notice, the Contractor shall deliver to the Corporation a written plan to cure such Major Default. The Contractor shall deliver to the Corporation a written update of its efforts to cure the Major Default every five (5) calendar days until such default is completely cured. If the Contractor fails to cure such noticed default within thirty (30) calendar days (or any longer period of time approved in writing by Rockwall ESC) after its receipt of notice of default (such failure to be determined in the reasonable discretion of Rockwall ESC), or if the Contractor fails to timely deliver its plan to cure such default or fails to timely update such plan, the Corporation may immediately terminate this Agreement and draw on the performance security as provided in Section XII hereof. If this Agreement is so terminated by the Corporation, the Contractor shall cooperate completely and immediately with the Corporation to effect a prompt and orderly transfer of all responsibilities to the Corporation or its designated contractor.
- E. Dispute After Transfer of Service Responsibilities. The Contractor shall not be prohibited from disputing any finding of Major Default pursuant to Section XII: provided, however, no action or proceeding initiated by the Contractor shall have the effect of delaying, in any way, the immediate transfer of service responsibilities to the Corporation or its designated contractor. Such dispute by the Contractor shall not delay the Corporation's access to the Contractor's performance security, essential equipment, and inventory of supplies as provided in Section IX. Any action or proceeding initiated by the Contractor challenging any actions taken by the Corporation may not be initiated until after the transfer of service responsibilities has been completed, and shall not, under any circumstances, delay the Corporation's access to the performance security funds. The Contractor's cooperation with, and full support of, such transfer of the Contractor's responsibilities to the Corporation, as well as the release of performance security funds to the Corporation, shall not constitute or be construed as acceptance by the Contractor of the finding of a Major Default, and shall not in any way jeopardize the Contractor's right to recovery should a proceeding later determine that the declaration of Major Default was made in error.
- F. <u>Incorporation of End-Term Provisions</u>. In the event of a Major Default by the Contractor and the termination of this Agreement by Rockwall ESC, the end-term provisions set forth in Section III shall apply.
- G. <u>Waiver</u>. No failure to exercise, and no delay in exercising, on the part of the Corporation, of any right or remedy granted to it hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or remedy.

#### SECTION XIII. REPORTS

- A. <u>Monthly Operations Reports</u>. On or before the fifteenth (15<sup>th</sup>) business day of each month, the Contractor shall furnish to the Corporation written operations reports in a format satisfactory to the Rockwall ESC, which shall summarize activities for the preceding month in the following categories:
  - First Responder Support, Training, and Continuing Education.
  - 2. Response Time Compliance Report. The Contractor shall provide to the Corporation, or designee an accounting of response time performance relative to every request for ambulance service resulting in Patient Contact and originating within the Primary Service Area, and any requests for which the Corporation, or designee must grant a response time exemption, as provided for herein. A separate Response Time Compliance Report shall be provided for each municipality in the Primary Service Area, for information purposes only.
  - 3. Billing and Accounts Receivables Report
- B. <u>State Reports</u>. The Contractor shall retain full responsibility for capturing and accurately reporting to the Corporation, or Designee all information within its areas of responsibility necessary to comply with State of Texas reporting requirements.
- C. Annual Audit. The Rockwall ESC may conduct an annual financial audit of any previous fiscal year, prepared by a certified public accountant of the Rockwall ESC's choosing. The Rockwall ESC will select the auditor and be responsible for the fee for said audit. The Contractor will cooperate fully in the completion of this audit and the audit shall reflect the financial information applicable to the performance of this Agreement as separate and apart from any other financial information.
- D. <u>Miscellaneous Reports</u>. The Contractor shall assist the Corporation, or its designee, in preparing any miscellaneous reports requested by the Medical Director, any Member Jurisdiction, or city, county, state or federal agencies, or as reasonably requested by the Corporation, or designee.

#### SECTION XIV. REPRESENTATIONS AND WARRANTIES

To induce Rockwall ESC to enter into this Agreement, the Contractor represents and warrants to Rockwall ESC that:

- A. <u>Organization and Good Standing</u>. The Contractor is a corporation duly organized and validly existing in good standing under the laws of the State of Texas, is duly authorized to transact business as a corporation in Texas and is in good standing in Texas, and has the power and authority to own its properties and assets and to transact the business in which it is engaged.
- B. <u>Authorization and Power</u>. The Contractor has the power and requisite authority to execute, deliver and perform this Agreement; the Contractor is duly authorized to, and has taken all action necessary to authorize the Contractor to execute, deliver and perform this Agreement and is and will continue to be duly authorized to perform this Agreement.
- C. No Conflicts or Consents. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof, will contravene or materially conflict with any provisions of law, statute or regulation to which the Contractor is subject or any judgment, license, order or permit applicable to the Contractor, or any indenture, loan agreement, mortgage, deed of trust, or other agreement or instrument to which the Contractor is a party or by which the Contractor may be bound, or to which the Contractor may be subject, or violate any provision of the Charter or Bylaws of the Corporation. No consent, approval, authorization or order of any court or governmental authority or third party is required in connection with the execution and delivery by the Contractor of this Agreement or to consummate the transactions contemplated hereby.
- D. <u>Enforceable Obligations</u>. This Agreement is the legal, valid and binding obligation of the Contractor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights.
- E. <u>Full Disclosure</u>. There is no material information or fact that the Contractor has not disclosed to Rockwall ESC which could have a material adverse affect on the Contractor's ability to perform its obligations and duties under this Agreement. Neither the proposal nor any written statement delivered by the Contractor to the Corporation in connection with the negotiations of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained therein from being misleading.
- F. Location of Records. The Contractor shall maintain all operating records and books relating to the performance of its obligations under this Agreement at the following location: 809 South Goliad Street, Rockwall, Texas 75087 (or at any other address provided prior notice of such has been given to the Corporation. After a minimum of a seventy-two (72) hour notice, the Corporation may inspect Contractor operating records and books relating existing agreement. Inspection may only commence during normal business hours.

G. <u>Compliance with Law</u>. The Contractor is in compliance with all laws, rules, regulations, orders and decrees, which are applicable to the Contractor and its operations under this Agreement.

### SECTION XV. ADMINISTRATIVE PROVISIONS

- A. Non-Transferable Agreement. This Agreement may not be assigned or transferred by the Contractor without the prior written consent of Rockwall ESC; provided, however, Rockwall ESC's consent shall not be required for any assignment to an entity wholly owned by the Contractor so long as such permitted assignee assumes in writing all of the Contractor's duties, obligations and liabilities under this Agreement. Any such permitted assignment shall not release the Contractor from any liability then existing or thereafter arising under this Agreement, including, without limitation, the Contractor's indemnification obligations hereunder. Any change in ownership of the Contractor that significantly affects control of the organization shall be considered a form of assignment of this Agreement, and must be approved by the Corporation. Provided, however, that the Corporation shall not unreasonably withhold its approval of such requested change in ownership so long as the new owners are of known financial and business integrity. Any assignment, as defined hereunder, without the Corporation's prior consent (other than an assignment permitted by the first sentence of this Paragraph A), shall be a Major Default under the terms of this Agreement and shall not convey any rights to the assignee. This Agreement may not be assigned by Rockwall ESC without the Contractor's prior written consent, such consent not to be unreasonably withheld.
- B. Rights and Remedies Not Waived. The Contractor agrees that the work herein specified shall be completed without further compensation than that provided for in this Agreement; and that the acceptance of work hereunder and the payment therefore shall not be held to prevent maintenance of an action for failure to perform such work in accordance with this Agreement. In no event shall any payment by the Corporation hereunder constitute or be construed to be a waiver by or estoppel of the Corporation of any default or covenant or any default which may then exist on the part of the Contractor, and the making of such payment while any such default exists, shall in no way impair or prejudice any right or remedy available to estoppels with respect to such default.
- C. <u>Severability</u>. In the event any provision hereof shall be declared invalid, such provision shall be deemed severable from the remaining provisions of this Agreement, which shall remain in full force and effect.
- D. <u>Titles</u>. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of this instrument.

- E. <u>Consent to Jurisdiction</u>. Subject to the dispute resolution provisions of Section XII, the Contractor consents to the exclusive jurisdiction of the courts of the State of Texas, Rockwall County, or a federal court in Texas in any and all actions and proceedings between the parties hereto arising out of or relating to this Agreement and irrevocably agrees to service of process by any means authorized under Texas law.
- F. Costs of Enforcement. If either estoppels or the Contractor institutes any proceeding against the other to enforce its rights pursuant to this Agreement, the actual and reasonable costs incurred by the prevailing party, including, but not limited to, reasonable and actual attorneys' fees, expenses, consultant and expert fees, or other costs incurred shall be paid by the non-prevailing party to the prevailing party, within ninety (90) days after receiving notice that such costs have been incurred and an itemized invoice with appropriate expense documentation.
- G. <u>Integration</u>. This Agreement (including any the Attachments hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings with respect thereto. There are no agreements, understandings, warranties, or representations between the parties with respect to the subject matter hereof except as provided herein. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by authorized representatives of both parties.
- H. Omnibus Provision. Until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, the parties shall make available, upon written request by the Secretary of the United States Department of Health and Human Services (or successor Agency), or upon written request by the United States Comptroller General, or any of their fully authorized representatives, this Agreement, and such books, documents, and records as are necessary to certify the nature and extent of the services rendered hereunder, and the reasonableness of the costs thereof, as paid by Rockwall ESC pursuant hereto.
- i. No Third Party Beneficiaries. This Agreement is between the parties hereto and no others. Neither this Agreement nor any rights hereunder shall inure to the benefit of any third person or entity. No person or entity other than the parties hereto shall be entitled to enforce the provisions of, or recover damages for the breach of, this Agreement, including, without limitation, breaches related to response time requirements.
- J. <u>Reimbursement for Expenses</u>. In the event the Contractor fails to perform an essential duty required under this Agreement, after notice by the Corporation and reasonable opportunity to correct such deficiency, the Corporation may perform such essential duty on the Contractor's behalf, in which case the Contractor shall reimburse the Corporation for any and all reasonable and necessary expenses,

interest, penalties, consulting fees, or other costs incurred by the Corporation in performing any essential duty of the Contractor required under this Contact within thirty (30) days after receipt of notice from the Corporation. The Corporation may not seek reimbursement of its expenses under this Paragraph J if the Corporation has drawn on the performance security under Section XII.

- K. <u>Dispute Resolution</u>. Rockwall ESC and the Contractor agree that any and all claims, penalties, disputes and controversies arising out of or relating to the interpretation or enforcement of this Agreement or the operation of its terms (a "Dispute"), shall be subjected to mediation, as described herein. If the mediation proceeding is unsuccessful, either party may file a lawsuit subject to the provisions of this Paragraph K.
  - Venue. The parties bind themselves to mediate, and if the parties agree to arbitration, to arbitrate any Dispute in Rockwall, Rockwall County, Texas. Venue for any court action or proceeding relating to a Dispute shall be in the state or federal courts located in Rockwall County, Texas.
  - Independent Nature of Mediator. The mediator shall be independent of the parties and under no circumstance shall any mediator or arbitrator have any connection to or relationship with any of the parties, or their respective principals or employees.

# 3. Mediation Proceeding.

- (1) If either party desires to mediate any Dispute, such party (the "Movant") shall notify the other party (the "Respondent") of the Dispute desired to be mediated, including a brief statement of the matter in controversy. If the parties are not able to resolve the Dispute within ten (10) days after the Movant notifies the Respondent of its desire to mediate ("Mediation Notice"), then, within five (5) days immediately after the expiration of the aforesaid ten (10) day period, the parties shall agree upon an independent mediator. The parties agree that each party shall pay one-half (1/2) of the mediator's services.
- (2) Within ten (10) days after selection of the mediator, the mediator shall call for and set a meeting among the parties and the mediator for the purpose of mediating the Dispute. If the parties are unable to resolve the Dispute within thirty (30) days after the Mediation Notice (the "Mediation Period"), the Dispute shall be decided by litigation.
- 4. Jurisdiction. The parties hereby submit to the in personam jurisdiction of the state and federal courts located in Rockwall County, Texas for the purpose of any litigation relating to a Dispute, and agree that any such

court may enter all such orders as may be necessary or appropriate to enforce the provisions hereof and/or to confirm any pre-arbitration ruling or decision or any award rendered by the arbitration panel. Any court of law of Texas or the United States of America shall enforce the decision of the panel of arbitrators (or single arbitrator, as applicable) in its entirety and only in its entirety.

- Conflicts of Interest. Each party shall certify to the other that it is not violating and will not violate, either directly or indirectly, any applicable statute or ordinance prohibiting conflicts of interest. To avoid potential conflicts of interests, no member of the Corporation's Board shall receive any compensation or remuneration, directly or indirectly, from the Contractor without prior written approval from the Corporation.
- M. Relationship of the Parties. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
- N. <u>Notice of Litigation</u>. Each party shall notify the other within five (5) business days of either party first becoming aware of the filing of any litigation by or against such party or of any threatened or pending litigation, claim or other material adversarial action involving such party, which in any way, directly or indirectly, arises under or relates to this Agreement or the performance of either party's obligations hereunder. The Contractor shall also promptly notify the Corporation of any litigation, proceeding, or claim which could have a material adverse effect on the Contractor or its ability to perform its obligations under this Agreement.
- O. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- P. <u>Time of Essence</u>. Time is of the essence in connection with the performance of this Agreement.
- Q. Entirety and Amendments. This Agreement, the Attachments hereto, and the proposal (to the extent incorporated into this Agreement as provided in paragraph Q above) constitute the entire Agreement between the parties and supersede all prior agreements and understandings, including the Existing Agreement, relating to the subject matter of this Agreement. This Agreement may be amended or supplemented only by an instrument in writing executed by each party hereto.
- R. <u>Voluntary Termination of Agreement</u>. Notwithstanding any other provision of this Agreement, the Contractor may provide the Corporation with ninety (90) days

written notice to terminate this agreement for any reason, subject to approval of the Corporation. If the Corporation has not selected a suitable contractor replacement at the end of the ninety (90) day period, the Contractor must continue to provide service on a "per diem" basis beginning on the ninety-first (91st) day of the period until such time as a suitable replacement emergency medical services contractor is selected.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement for Ambulance Services to be effective as of the (date) (the "Effective Date").

Oct. 1, 2007

MEDIC RESCUE, INCO	RPORATED
--------------------	----------

COUNTY OF ROCKWALL **EMERGENCY SERVICES** CORPORATION

By:

Tim Wolf. President

By:

Bruce Beaty, President

Date Signed:

Date Signed: 9 - 5

By:

Mitch Ownby, Vice President

Date Signed

8-30-07

#### **ACKNOWLEDGEMENTS**

STATE OF TEXAS COUNTY OF ROCKWALL

BEFORE ME, a notary public in and for said County and State, on this (date), personally appeared Bruce Beaty, President of the County of Rockwall Emergency Services Corporation ("Corporation"), and acknowledged to me that he voluntarily executed the above and foregoing document on behalf of the Corporation for the uses and purposes therein set forth.

WITNESS BY HAND AND SEAL the day and year last above written.

Notary in and for the State of Texas

MY COMMISSION EXPIRES:

9-16-2008 [SEAL]



# STATE OF TEXAS COUNTY OF ROCKWALL

8-30-07

BEFORE ME, a notary public in and for said County and State, on this (date); personally appeared Tim Wolf, President of Medic Rescue, Incorporated (Medic Rescue), and acknowledged to me that he voluntarily executed the above and foregoing document on behalf of Medic Rescue for the uses and purposes therein set forth.

WITNESS BY HAND AND SEAL the day and year last above written.

Notary in and for the State of Texas

MY COMMISSION EXPIRES:

9-16-08 [SEAL] FELCULL MANAGEMENT AND ANALYSIS SUPTEMBER 16, 2008

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, a notary public in and for said County and State, on this (date), personally appeared Mitch Ownby, Vice President of Medic Rescue, Incorporated (Medic Rescue), and acknowledged to me that he voluntarily executed the above and foregoing document on behalf of Medic Rescue for the uses and purposes therein set forth.

WITNESS BY HAND AND SEAL the day and year last above written.

Notary in and for the State of Texas

MY COMMISSION EXPIRES:

[SEAL]

FELICIA L. MORRIS
KOTANY FIELIC STATEOT TEMAS
COUDLISSION EXPLANS
SEPTEMBER 16, 2003

#### SECTION XVI. ATTACHMENTS

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CONTRACT FOR AMBULANCE SERVICES Page 47

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#### Attachment #1

The Contractor will provide monthly reporting to the Board in this required reporting format (example included):

- First Responder Support, Training and Continuing Education
- 2. State Reporting
- 3. Internal Clinical Report
- 4. Billing Report
- 5. EMS Response Time Report Last 12 months Summary
  - a. Urban Priority 1 Response Time
  - b. Urban Priority 2 Response Time
  - c. Rural Priority 1 Response Time
  - d. Rural Priority 2 Response Time
- 6. Response Time Compliance Report Fractile
  - a. Priority 1 Urban
  - b. Priority 2 Urban
  - c. Priority 1 Rural
  - d. Priority 2 Rural
  - e. Late reporting explanation
- 7. Priority 1 Response Times by Individual Area Information Only
  - a. Rockwall
  - b. Heath
  - c. Royse City
  - d. Rockwall County
  - e. Fate
  - f. McLendon-Chisolm
- 8. Variance Report Use of Non paramedic personnel during Overload Status
- 9. Informational Report Use of Supervisory Vehicle to stop response time clock

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#### ATTACHMENT 2 AMBULANCE FEE SCHEDULE

Description	Charge
AlS-1 Emergency	\$575.00
ALS-1 Non Emergency	\$575.00
ALS-2	\$690.00
SCT	\$862.50
Mileage/Per Mile Loaded	\$ 14.00
ALS Routine Disposable Supply	\$ 32.08

Advanced Life Support, Level 1 (ALS1) - Advanced life support, level1, (ALS1)
means transportation by ground ambulance, medically necessary supplies and
services and an ALS assessment by ALS personnel or the provision of at least one
ALS intervention.

Advanced life support assessment is an assessment performed by an ALS crew as part of an emergency response that was necessary because the patient's reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment. An ALS assessment does not necessarily result in a determination that the patient requires as ALS level of service.

Advanced life support intervention means a procedure that is, in accordance with State and local laws, beyond the scope of authority of an emergency medical technician-basic (EMT-Basic).

Advanced life support personnel means an individual trained to the level of the emergency medical technician-intermediate (EMT-Intermediate) or paramedic. The EMT-Intermediate is defined as an individual who is qualified, in accordance with State and local laws, as an EMT-Basic and who is also qualified in accordance with State and local laws to perform essential advanced techniques and to administer a limited number of medications. The EMT-Paramedic is defined as possessing the qualifications of the EMT-Intermediate and also, in accordance with State and local laws, as having enhanced skills that include being able to administer additional interventions and medications.

II. Advanced Life Support, Level 1 (ALS1) - Emergency - The Advanced Life Support, Level 1 - Emergency Response category is defined as the provision of ALS1 services as specified above, in the context of an emergency response.

Emergency response means responding immediately at the BLS or ALS1 level of service to a 911 call or the equivalent in areas without a 911 system. An immediate response is one in which the ambulance supplier begins as quickly as possible to take the steps necessary to respond to the call.

- III. Advanced Life Support, Level 2 (ALS2) The Advanced Life Support, Level 2 category is:
  - A. Three or more different administrations of medications by intravenous push/bolus or by continuous infusion excluding crystalloid, hypotonic, isotonic, and hypertonic solutions (Dextrose, Normal Saline, Ringer's Lactate), or transportation. Medically necessary supplies and service, and
  - B. The provision of at least one of the following ALS procedures:
    - 1. Manual defibrillation/cardioversion
    - 2. Endotracheal intubation
    - 3. Central venous line
    - 4. Cardiac pacing
    - 5. Chest decompression
    - 6. Surgical airway
    - 7. Intraosseous line
- IV. Specialty Care Transport (SCT) When medically necessary, for a critically injured or ill beneficiary, a level of inter-facility service provided by a ground ambulance vehicle, including medically necessary supplies, that is at a level of service beyond the scope of the EMT-paramedic, SCT is necessary when a beneficiary's condition requires ongoing care that must be provided by one or more health professionals in an appropriate specialty area (for example, nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training).

# AMENDMENT 1 TO CONTRACT FOR AMBULANCE SERVICES BETWEEN THE COUNTY OF ROCKWALL EMERGENCY SERVICES CORPORATION AND MEDIC RESCUE, INCORPORATED

The following section of the Ambulance Services Agreement was modified by the County of Rockwall Emergency Services Corporation Board through action taken at its regular meeting on September 22, 2010. The section was changed to read as follows:

#### Section III. (D.)(1.) Exercise/Pricing of Option

Subsidy requests, if any, for any earned extension year must be negotiated between the parties and agreed upon by the Rockwall ESC board prior to eighteen (18) months of the commencement of said extension year, pending agreement with Medic Rescue. Inc.

The above noted change was made subject to Medic Rescue's agreement to said change. Expression of agreement to the change on the part of Medic Rescue is attached as "Exhibit A" to this amendment.

#### **Amendment 1, Exhibit A**



809 South Goliad, Rockwall, Texas 75087, 972.772.4148

September 29, 2010

County of Rockwall Emergency Services Corporation C/O Commissioner Lorie Grinnan, President Rockwall Historic Courthouse 101 East Rusk Rockwall, TX 75087

Commissioner Grinnan:

At the County of Rockwall Emergency Services Corporation meeting held on October 22, 2010, under a motion and a second, it was passed that the language in Section III.( D.)(1.), entitled <a href="Exercise/Pricing of Option">Exercise/Pricing of Option</a>, of the Contract for Ambulance Services Between the County of Rockwall Emergency Services Corporation and Medic Rescue, Incorporated, entered into on October 1, 2007 (the "Contract"), be changed as follows:

"...Subsidy requests, if any, for any earned extension year must be negotiated between the parties and agreed upon by the Rockwall ESC board prior to eighteen (18) months of the commencement of said extension year, pending agreement with Medic Rescue, Inc."

The purpose of this letter is to inform you that Medic Rescue, Inc. is in agreement with the changes to Section III.(D.)(1.) of the Contract as set forth above. Further, in accordance with the revised language of Section III.(D.)(1.), Medic Rescue, Inc. will submit a subsidy request, to begin negotiations, no later than January 31, 2011.

We look forward to working with you and the Technical Sub-committee as we all strive to further improve Emergency Medical Services in Rockwall County. Thank you.

Sincerely,

Mitch Ownby, Vice President

Medic Rescue, Inc.

#### COUNTY OF ROCKWALL EMERGENCY SERVICES CORPORATION

#### **RESOLUTION NO. 14-03**

A RESOLUTION OF THE COUNTY OF ROCKWALL EMERGENCY SERVICES CORPORATION, ADOPTING AND APPROVING THE FY 2014-2015 AMBULANCE SERVICES BUDGET FOR THE COUNTY ROCKWALL EMERGENCY SERVICES CORPORATION: PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed Ambulance Services Budget for the County of Rockwall Emergency Services Corporation ("the ES Corporation") has been previously distributed to each of the member entities for review and consideration by their respective governing bodies; and

WHEREAS, having received no indication of opposition from any member entity regarding said budget proposal;

#### NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF ROCKWALL **EMERGENCY SERVICES CORPORATION:**

- That the Ambulance Services Budget for the County of Rockwall Section 1. Emergency Services Corporation for October 1, 2014 through September 30, 2015 is attached hereto as Exhibit "A" and made a part hereof for all purposes.
- Section 2. That said Ambulance Services Budget for October 1, 2014, through September 30, 2015, for the County of Rockwall Emergency Services Corporation be, and the same is approved and adopted by the Board of Directors, as the official Ambulance Services Budget for the County of Rockwall Emergency Services Corporation for the fiscal year aforesaid.
- Section 3. That expenditures during the fiscal year shall be made in accordance with the budget approved by this resolution unless otherwise amended by the County of Rockwall Emergency Services Corporation.
- Section 4. This resolution shall take effect immediately upon its passage and approval, and it is so resolved.

PASSED AND APPROVED BY THE COUNTY OF ROCKWALL EMERGENCY SERVICES CORPORATION, this 24th day of September, 2014.

Lorie Grinnan, President

ATTEST:

Kristy Ashberry, Assistant Secretary

Resolution #14-03\_Adopt FY15 Ambulance Buckey

Page 1 of 1 Kristy Ashberry, Assistant Secretary

Resolution #14-03\_Adopt FY15 Ambulance Budget

Page 1 of 1



# COUNTY OF ROCKWALL EMERGENCY SERVICES CORPORATION AMBULANCE BUDGET

#### PROPOSED FY 2015 (Oct. 1, 2014 - Sept. 30, 2015)

Available Fund Balance	5,000
Revenues	
Sponsor Contributions	511,004
Total Revenues and Fund Balance	516,004
Expenses	
Subsidy	497,104
Consulting	13,900
Audit	5,000
Total Expenses	516,004

Allocation Methodology	= ;	
Rockwall County		50%
Fate	8,330	12.29%
Heath	7,440	10.98%
McLendon Chisholm	1,750	2.58%
Mobile City	218	.32%
Rockwall	40,030	59.07%
Royse City	10,000	14.76%

Proposed 06/23/14 1 of 2

### **Expense Allocation**

#### **PROPOSED FY 2015**

Entity	Amount
City of Fate	31,406.15
City of Heath	28,05063
City of McLendon Chisholm	6,597.93
Mobile City	821.91
City of Rockwall	150,922.92
City of Royse City	37,702.46
Rockwall County	255,502.00
Total Contributions:	511,004

ADOPTED AND APPROVED this 24th day of September, 2014.

Lorie Grinnan

President, Board of Directors

County of Rockwall ES Corporation

ATTEST:

Kristy Ashberry, Assistant Secretary, Board of Directors

County of Rockwall ES Corporation

Tockwall Es Conporation

Proposed 06/23/14 2 of 2



# COUNTY OF ROCKWALL EMERGENCY SERVICES CORPORATION AMBULANCE BUDGET

#### PROPOSED FY 2016 (Oct. 1, 2015 - Sept. 30, 2016)

Available Fund Balance	5,000
Revenues	
Sponsor Contributions	441,800
Total Revenues and Fund Balance	441,800
Expenses	
Subsidy	427,460
Consulting	14,340
Audit	5,000
Total Expenses	446,800

Allocation Methodology		
Rockwall County		50%
Fate	9,700	13.81%
Heath	7,430	10.58%
McLendon Chisholm	2,050	2.92%
Mobile City	218	.31%
Rockwall	40,620	57.83%
Royse City	10,220	14.55%

## **Expense Allocation**

### PROPOSED FY 2016

<b>Entity</b>	<u>Amount</u>
City of Fate	30,506.71
City of Heath	23,367.51
City of McLendon Chisholm	6,447.29
Mobile City	685.61
City of Rockwall	127,750.76
City of Royse City	32,142.12
Rockwall County	220,900.00
<u>Total Contributions:</u>	441,800

ADOPTED AND APPROVED this	day of <u>2015</u> .
ATTEST:	President, Board of Directors County of Rockwall ES Corporation
$\bigcirc$	
Secretary, Board of Directors County of Rockwall ES Corporation	

Proposed 06/18/15 2 of 2



# Office of the Secretary of State

# CERTIFICATE OF INCORPORATION OF

County of Rockwall Emergency Services Corporation Filing Number: 800214646

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/13/2003

Effective: 06/13/2003



Augu Shea

Gwyn Shea Secretary of State

# ARTICLES OF INCORPORATION OF COUNTY OF ROCKWALL EMERGENCY SERVICES CORPORATION

We, the undersigned natural persons, each of whom is at least 18 years of age, a citizen of the State of Texas and a resident of the City of Fate, the City of Heath, the City of McLendon-Chisholm, the City of Mobile City, the City of Rockwall, the City of Rowlett, the City of Royse City and Rockwall County, Texas (collectively, the "Sponsoring Local Governments"), acting as incorporators of a public, nonprofit local government corporation under Subchapter D of Chapter 431, Texas Transportation Code, as amended, and Chapter 394, Texas Local Government Code, as amended (collectively, the "Act"), do hereby adopt the following Articles of Incorporation for such corporation:

#### **ARTICLE ONE**

The name of the Corporation is County of Rockwall Emergency Services Corporation (the "Corporation").

#### ARTICLE TWO

The Corporation is a public, nonprofit local government corporation governed by the Act.

#### ARTICLE THREE

The period of duration of the Corporation is perpetual.

#### **ARTICLE FOUR**

The Corporation is organized solely to carry out the purposes of the Act by aiding and acting on behalf of the Sponsoring Local Governments to accomplish certain governmental purposes of the Sponsoring Local Governments, to wit: provide emergency and public safety services, including without limitation ambulance service and dispatch and communication services.

The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, which authorizes the Corporation to assist and act on behalf of the Sponsoring Local Governments to accomplish any governmental purpose of the Sponsoring Local Governments and to engage in activities in the furtherance of the purposes for its creation.

The Corporation shall have and possess the broadest possible powers granted it by the Act as it may be amended from time to time (including without limitation all powers of a corporation authorized for creation by the Texas Transportation Commission under Chapter 431, Texas Transportation Code, as amended, and all powers of a nonprofit corporation under the Texas Non-Profit Corporation Act (Article 1396-1.01 et. seq., Vernon's Texas Civil Statutes, as amended) to accomplish the purposes for which it is created and as may be determined from time to time by the Sponsoring Local Governments, whether or not so expressly stated in these Articles of Incorporation. The Corporation is a duly constituted authority and a public instrumentality within the meaning of the regulations of the United States Treasury Department

and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code of 1986 (26 U.S.C. §103), as amended, and the Corporation is authorized, and has as an additional specific purpose for its organization and operation, to act on behalf of the Sponsoring Local Governments as provided in these Articles of Incorporation. However, no agreements, bonds, debts or obligations of the Corporation are or shall ever be deemed to be the agreements, bonds, debts or obligations, or the lending of credit, or a grant of public money or thing of value, of or by any of the Sponsoring Local Governments, or any other political corporation, subdivision or agency of the State of Texas, or a pledge of the faith and credit of any of them.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit as that term is used in Chapter 101, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions.

No part of the Corporation's activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

#### ARTICLE FIVE

The Corporation shall have no members and is a nonstock corporation.

#### ARTICLE SIX

The street address of the initial registered office of the Corporation is 1101 Ridge Road, Rockwall, Texas 75087, and the name of its initial registered agent at such address is Paulette Burks, County Clerk.

#### **ARTICLE SEVEN**

All powers of the Corporation shall be vested in a Board of Directors consisting of any number of directors, but not less than 10, as may be fixed by the bylaws of the Corporation. The Board of Directors shall be composed in its entirety of persons appointed by the governing bodies of the Sponsoring Local Governments. Appointment, removal, number and term of office for directors shall be as specified in the bylaws of the Corporation. The directors shall serve as such without compensation except that they shall be reimbursed for their actual expenses incurred in the performance of their duties as directors.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the bylaws of the Corporation, so long as such bylaws are not inconsistent with these Articles of Incorporation, the Act, or any other applicable law of the State of Texas.

The Corporation and the directors shall be subject to both the Texas Open Meetings Act and the Texas Public Information Act (Chapters 551 and 552, Texas Government Code, as amended, respectively).

#### ARTICLE EIGHT

The number of directors constituting the initial board of directors shall be ten (10). The names and street addresses of the persons who are to serve as the initial directors and the date of

expiration of their initial terms as directors (which terms shall commence on the date these Articles of Incorporation are filed with the Secretary of State's office) are as follows:

Coperacting Local Government	The Colon	( <u>1551-15</u> )	5. 17. 18. 18. 18. 18. 18. 18. 18. 18. 18. 18
City of Fate	Gerry Boren	401 E. Fate Main Place Fate, Texas 75132	April 30, 2005
City of Heath	Chris Cuny	200 Laurence Drive Heath, Texas 75032	April 30, 2005
City of McLendon-Chisholm	Steve Hatfield	1248 SH-205 South Rockwall, Texas 75032	April 30, 2005
City of Mobile City	Wanda Cooper	824 Lilac Lane Rockwall, Texas 75087	April 30, 2005
City of Rockwall	Ken Jones	385 S. Goliad Rockwall, Texas 75087	April 30, 2005
City of Rockwall	Bill Cecil	385 S. Goliad Rockwall, Texas 75087	April 30, 2005
City of Rowlett	C. Shane Johnson	P. O. Box 99 Rowlett, Texas 75030-0099	April 30, 2005
City of Royse City	George McCain	100 W. Main Royse City, Texas 75189	April 30, 2005
County of Rockwall	Bruce Beaty	1101 Ridge Road Rockwall, Texas 75087	April 30, 2005
County of Rockwall	Scott Self	1101 Ridge Road Rockwall, Texas 75087	April 30, 2005

Each of the initial directors resides within his or her respective Sponsoring Local Government.

#### **ARTICLE NINE**

The name and street address of the 24 incorporators, three of whom reside in each of the Sponsoring Local Governments, are as follows:

Sponsoring Lo	al Name	Address & Address
City of Fate	Gerry Boren	105 E. Fate Main Place P. O. Box 31 Fate, Texas 75132
City of Fate	Rob McCoy	105 E. Fate Main Place P. O. Box 31 Fate, Texas 75132
City of Fate	Curtis Maroney	105 E. Fate Main Place P. O. Box 31 Fate, Texas 75132

Sponsoring Local Government	Name	Address
City of Heath	Chris Cuny	200 Laurence Drive
	Jane Carry	Heath, Texas 75032
City of Heath	John Ratcliffe	200 Laurence Drive
		Heath, Texas 75032
City of Heath	Julianna Zurek	200 Laurence Drive
		Heath, Texas 75032
City of McLendon-Chisholm	Beverly Stibbens	
only of moustidant official	Develly Subbells	1248 SH205 South
		McLendon-Chisholm, Texas
City of McLendon-Chisholm	Mike Donegan	75032 1248 SH205 South
	Wilke Delicgar	McLendon-Chisholm, Texas
		75032
City of McLendon-Chisholm	Steve Hatfield	1248 SH205 South
		McLendon-Chisholm, Texas
		75032
City of Mobile City	1W	
City of Mobile City	Wanda Cooper	824 Lilac Lane
City of Mobile City	Lee House	Mobile City, Texas 75087
only of mobile only	Lee House	824 Lilac Lane
City of Mobile City	Sonja Bolin	Mobile City, Texas 75087
	Conja Bolin	824 Lilac Lane
		Mobile City, Texas 75087
City of Rockwall	Ken Jones	385 S. Goliad
<u></u>		Rockwall, Texas 75087
City of Rockwall	Bill Cecil	385 S. Goliad
Other of Barata II		Rockwall, Texas 75087
City of Rockwall	John King	385 S. Goliad
		Rockwall, Texas 75087
City of Rowlett	C. Shane Johnson	P. O. Box 99
		Rowlett, Texas 75030-0099
City of Rowlett	Rick Sheffield	P. O. Box 99
		Rowlett, Texas 75030-0099
City of Rowlett	Bruce Mannken	P. O. Box 99
		Rowlett, Texas 75030-0099
City of Royse City	Janet Nichol	100 W. Main
		Royse City, Texas 75189
City of Royse City	Gary Gregory	100 W. Main
-		Royse City, Texas 75189
City of Royse City	Ken Brown	100 W. Main
		Royse City, Texas 75189
County of Rockwall	Dill Dall	1404 500
County of Rockwall	Bill Bell	1101 Ridge Road
County of Rockwall	Bruce Posts	Rockwall, Texas 75087
County of Noonwall	Bruce Beaty	1101 Ridge Road
County of Rockwall	Scott Self	Rockwall, Texas 75087
	Ocoli Seli	1101 Ridge Road
		Rockwall, Texas 75087

#### **ARTICLE TEN**

The Sponsoring Local Governments which have caused the Corporation to be created to act in accordance with the Act are the City of Fate, the City of Heath, the City of McLendon-Chisholm, the City of Mobile City, the City of Rockwall, the City of Rowlett, the City of Royse City and Rockwall County, Texas.

#### **ARTICLE ELEVEN**

These Articles of Incorporation at any time and from time to time may be amended by either of the following methods: (1) the Board of Directors of the Corporation may file a written application with each governing body of the Sponsoring Local Governments requesting permission to amend the articles of incorporation, specifying in such application the amendment proposed to be made, and if each governing body of the Sponsoring Local Governments by appropriate resolution determines that it is wise, expedient, necessary or advisable that the proposed amendment be made and shall approve the form of the same and authorize it to be made, then the Board of Directors of the Corporation may amend the articles of incorporation by adopting such amendment at a meeting of the Board of Directors and delivering the articles of amendment to the Secretary of State, or (2) the governing bodies of the Sponsoring Local Governments may, in their sole discretion, and at any time, by appropriate resolution adopted by the governing body of each of the Sponsoring Local Governments alter or change the structure, organization, programs, or activities of the Corporation (including the power to terminate the Corporation), subject to any limitation on the impairment of contracts entered into by the Corporation, by adopting an amendment to these Articles of Incorporation and delivering articles of amendment to the Secretary of State.

#### **ARTICLE TWELVE**

No dividends shall ever be paid by the Corporation and no part of its net earnings (beyond that necessary for retirement of the indebtedness of the Corporation or to implement the public purposes of the Sponsoring Local Governments for which the Corporation has been created) shall be distributed to or inure to the benefit of its directors or officers or any person, firm, corporation or association except in reasonable amounts for services rendered or for reimbursement of actual expenses incurred in connection with the business affairs of the Corporation, except that in the event the board of directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation, then any net earnings of the Corporation thereafter accruing shall be paid to the Sponsoring Local Governments.

If the Corporation is a private foundation within the meaning of Section 509(a) of the Code, the Corporation (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code; (b) shall not engage in any article self-dealing as defined in Section 4941 (d) of the Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Code; (d) shall not make any investments in such manner as to subject a to tax under Section 4944 of the Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

#### **ARTICLE THIRTEEN**

If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the Sponsoring Local Governments after satisfaction or provision for satisfaction of debts and claims.

#### ARTICLE FOURTEEN

Resolutions approving these Articles of Incorporation and authorizing the creation of the Corporation to act on their behalf to further the public purposes set forth in said resolution and
hese Articles of Incorporation have been duly adopted by the governing bodies of the
Sponsoring Local Governments. The dates of the adoption of such resolutions are
UHTO ITO 3 for the City of Pockwall Toyon 02-01-07
or the City of Heath; Texas, OH-1C3, for the City of Fate, Texas, ou-08-03 for the City of Royse City, Texas, for the City of Royse City, Texas, ou-08-03
of the City of Flate, Texas,, for the City of Fate, Texas
ior the City of Royse City, Texas
for the City of McLendon-Chisholm, Texas
o4-15-03 for the City of Rowlett, Texas; 04-25-03 for the City of
Mobile City, Texas; and <u>04-14-03</u> Rockwall County, Texas.
EXECUTED this
INCORPORATORS - CITY OF FATE, TEXAS
Control PAIL, TEXAS
Sent Boren, as an Incorporator
Composition as an incorporator
Rob McCoy, as an Incorporator
Mely Maroney
Curtis Maroney, as an Incorporator
·

#### ACKNOWLEDGEMENT

THE STATE OF TEXAS § COUNTY OF ROCKWALL §

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day of \_\_\_\_\_\_\_, personally appeared Gerry Boren, Rob McCoy, and Curtis Maroney, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Incorporation as incorporators and in their respective capacities, as shown above and that the statements therein contained are true.

My Commission Parkers of the A LOAD AND THE SECOND OF THE	ave hereunto se	my hand and seal of office the day and year  Motary Public in and for the State of Texas
EXECUTED this	day of	, 2003.
	INC	ORPORATORS - CITY OF HEATH, TEXAS
	Chris	Cuny, as an Incorporator
	- John	Ratcliffe, as an Incorporator
	Julia	nna Zurek, as an Incorporator
A	CKNOWLE	DGEMENT
THE STATE OF TEXAS § COUNTY OF ROCKWALL §		
Zuerk, each being by me first duly	personally appeary sworn, severall accrooration as in	State of Texas, do hereby certify that on this red Chris Cuny, John Ratcliffe, and Julianna y declared that they are the persons who accorporators and in their respective capacities, ontained are true.
		hand and seal of office the day and year
My Commission Expires:		Notary Public in and for the State of Texas
[SEAL]		

IN WITNESS WHEREOF, I have hereus above written.	nto set my hand and seal of office the day and ye
My Commission Expires:	Notary Public in and for the State of Texas
[SEAL]  EXECUTED this day	Chris Cury as an incorporator  John Ratcliffe, as an incorporator  Julianna Zurek, as an incorporator
ACKNO	VLEDGEMENT
THE STATE OF TEXAS § COUNTY OF ROCKWALL §	
Zuerk, each being by me first duly swom se	r the State of Texas, do hereby certify that on this appeared Chris Cuny, John Ratcliffe, and Julianna verally declared that they are the persons who as incorporators and in their respective capacities, rein contained are true.
IN WITNESS WHEREOF, I have hereunto se above written.	et my hand and seal of office the day and year
My Commission Expires:	Notary Public in and for the State of Texas
8-11-2005	
[SEAL]	OFFICIAL SEAL Stephanie Litzsinger State of Texas My Commission Expires August 11, 2005

EXECUTED this da	y of <u>April</u> , 2003.
	Bevery Stibbens, as an incorporator  Mike Donegar, as an incorporator  Steve Hatfield, as an incorporator
THE STATE OF TEXAS § COUNTY OF ROCKWALL §	CKNOWLEDGEMENT
Steve Hatfied, each being by me f who signed the foregoing Articles capacities, as shown above and the	in and for the State of Texas, do hereby certify that on this personally appeared Beverly Stibbens, Mike Donegan, and first duly sworn, severally declared that they are the persons of Incorporation as incorporators and in their respective at the statements therein contained are true.
IN WITNESS WHEREOF, I have above written.	hereunto set my hand and seal of office the day and year
My Commission Expires:	Charline tetinipson
CHARLENE SIMPSON Notary Public State of Texas My Comm. Exp. 01-22-05	Notary Public in and for the State of Texas
EXECUTED this day	of, 2003.
	INCORPORATORS - CITY OF MOBILE CITY, TEXAS
·	Wanda Cooper, as an Incorporator
	Lee House, as an Incorporator
	Sonia Bolin, as an Incorporator

	EXECUTED this 25 day of	, 2003.
		INCORPORATORS - CITY OF McLENDON-CHISHOLM, TEXAS
		Beverly Stibbens, as an Incorporator
		Mike Donegan, as an Incorporator
		Steve Hatfield, as an Incorporator
٠	ACKNO	OWLEDGEMENT
	THE STATE OF TEXAS § COUNTY OF ROCKWALL §	Wanyla Cooper Seedouse
ya Lin	Steve Hatfied, each being by me first du	I for the State of Texas do hereby certify that on this ally appeared Beverly Stibbens, Mike Donegan, and ly sworn, severally declared that they are the persons accorporation as incorporators and in their respective
	IN WITNESS WHEREOF, I have hereur above written.	nto set my hand and seal of office the day and year
	My Commission Expires:  DONNA LISA EVANS Notary Public State of Texas  My Comm. Exp. 01-29-2007	Notary Public in and for the State of Texas
	EXECUTED this 25th day of	<u>Opul</u> , 2003.
		INCORPORATORS - CITY OF MOBILE CITY, TEXAS  Landa Cooper Wanda Cooper, as an Incorporator Lee House, as an Incorporator  Sonja Bolin, as an Incorporator

THE STATE OF TEXAS § COUNTY OF ROCKWALL §	DWLEDGEMENI
Bolin, each being by me first duly swor	for the State of Texas, do hereby certify that on this ally appeared Wanda Cooper, Lee House and Sonjan, severally declared that they are the persons who tion as incorporators and in their respective capacities, therein contained are true.
IN WITNESS WHEREOF, I have hereun	to set my hand and seal of office the day and year
above written  DONNA LISA EVANS Notary Public State of Texas  NX 2000 Prins Sign Expression 29-2007	Notary Public in and for the State of Texas
[SEAL]	<del>_</del>
EXECUTED this day of	. 2003.
,	INCORPORATORS - CITY OF ROCKWALL, TEXAS
	Ken Jones, as an incorporator
	Bill Cecil, as an Incorporator
	John King, as an Incorporator
THE STATE OF TEXAS § COUNTY OF ROCKWALL §	WLEDGEMENT
me first duly sworn, severally declared the	or the State of Texas, do hereby certify that on this Ken Jones, Bill Cecil, and John King, each being by at they are the persons who signed the foregoing d in their respective capacities, as shown above and se.
IN WITNESS WHEREOF, I have hereunto above written.	set my hand and seal of office the day and year

My Commission Expires: Notary Public in and for the State of Texas

[SEAL]

## ACKNOWLEDGEMENT THE STATE OF TEXAS COUNTY OF ROCKWALL § See above I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this personally appeared Wanda Cooper, Lee House and Sonja Bolin, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Incorporation as incorporators and in their respective capacities, as shown above and that the statements therein sentained are true. IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written. My Commission Expires: Notary Public in and for the State of Texas [SEAL] EXECUTED this \_\_\_\_\_ day of , 2003. INCORPORATORS - CITY OF ROCKWALL, TEXAS cil.ras an Incorporator John King, as an Incorporator ACKNOWLEDGEMENT THE STATE OF TEXAS COUNTY OF ROCKWALL I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day of While, 2003, personally Ken Jones, Bill Cecil, and John King, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Incorporation as incorporators and in their respective capacities, as shown above and that the statements therein contained are true. IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.

[SEAL]

DOROTHY J. BROOKS
Notary Public
State of Texas
My Comm. Exp. 04-28-2007

My Commission Expires:

<b>EXECUTED</b> this day of	<u>April</u> , 2003.
ACKNO	C. Shark Johnson, as an Incorporator  Riak Sheffield, as an Incorporator  Bruce Mannken, as an Incorporator  W L E D G E M E N T
	W LL D O L W L N I
THE STATE OF TEXAS § COUNTY OF ROCKWALL §	
Bruce Mannken, each being by me first du	for the State of Texas, do hereby certify that on this ally appeared C. Shane Johnson, Rick Sheffield and ally sworn, severally declared that they are the persons corporation as incorporators and in their respective tatements therein contained are true.
IN WITNESS WHEREOF, I have hereun above written.	to set my hand and seal of office the day and year
****	a Aug Tim
My Commission December 6, 2	Notary Public in and for the State of Texas
EXECUTED this day of	, 2003.
	INCORPORATORS - CITY OF ROYSE CITY, TEXAS
	Janet Nichol, as an Incorporator
	Gary Gregory, as an incorporator
	Ken Brown, as an Incorporator

EXECUTED this	day of	, 2003.
		INCORPORATORS - CITY OF ROWLETT, TEXAS
		C. Shane Johnson, as an incorporator
		Rick Sheffield, as an Incorporator
		Bruce Mannken, as an incorporator
	ACKNO	WLEDGEMENT
THE STATE OF TEXAS COUNTY OF ROCKWALL	. <b>9</b>	
Bruce Mannken each being who signed the foregoing capacities, as shown above  IN WITNESS WHEREOF above written.  My Commission Expires:  BREND Notes:	personal by me first du Articles of Inc and that the st	for the State of Texas, do hereby certify that on this lily appeared C. Shane Johnson, Rick Sheffield and ly sworn, severally declared that they are the persons corporation as incorporators and in their respective atements therein contained are true.  To set my hand and seal of office the day and year Notary Public in and for the State of Texas
EXECUTED this	day of	INCORPORATORS - CITY OF ROYSE CITY, TEXAS  Janet Nichol, as an Incorporator  Arry Array  Gap Gregory, as an Incorporator  Ren Brown, as an Incorporator

## ACKNOWLEDGEMENT

THE STATE OF TEXAS § COUNTY OF ROCKWALL §	•
Brown, each being by me first duly swe	d for the State of Texas, do hereby certify that on this nally appeared Janet Nichol, Gary Gregory and Kerorn, severally declared that they are the persons who ation as incorporators and in their respective capacities therein contained are true.
IN WITNESS WHEREOF, I have hereu above written.	nto set my hand and seal of office the day and year
My Commission Expires:  BRENDA CRAFT  Notary Public  State of Texas  My Comm. Exp. 01-28-04	Notary Public in and for the State of Texas
EXECUTED this day	of, 2003.
	INCORPORATORS - ROCKWALL COUNTY, TEXAS
-	Bill Bell, as an Incorporator
	Bruce Beaty, as an Incorporator
	Scott Self, as an Incorporator
ACKNO	WLEDGEMENT
THE STATE OF TEXAS § COUNTY OF ROCKWALL §	
I, the undersigned, a Notary Public in and f day of, personally being by me first duly swom, severally of foregoing Articles of Incorporation as incorporation and that the statements the	or the State of Texas, do hereby certify that on this appeared Bill Bell, Bruce Beaty and Scott Self, each

## ACKNOWLEDGEMENT

COUNTY OF ROCKWALL §
I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day of, personally appeared Janet Nichol, Gary Gregory and Ken Brown, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Incorporation as incorporators and in their respective capacities, as shown above and that the statements therein contained are true.
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.
My Commission Expires: - Notary Public in and for the State of Texas
[SEAL]
EXECUTED this 14th day of April , 2003.
Bill Bell, as an Incorporator  Bruce Beaty, as an Incorporator  Scott Self, as an Incorporator

## ACKNOWLEDGEMENT

# THE STATE OF TEXAS § COUNTY OF ROCKWALL §

THE STATE OF TEYAS

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day of April, 2003, personally appeared Bill Bell, Bruce Beaty and Scott Self, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Incorporation as incorporators and in their respective capacities, as shown above and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.

My Commission Expires:

Notary Public in and for the S

TERESA CHAMBERLAIN
MY COMMISSION EXPIRES
February 12, 2005



## Office of the Secretary of State

# CERTIFICATE OF AMENDMENT OF

County of Rockwall Emergency Services Corporation 800214646

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 09/29/2006 Effective: 09/29/2006



Roger Hissing

Roger Williams Secretary of State

#### ARTICLES OF AMENDMENT

FILED
In the Office of the
Secretary of State of Texas

TO THE

SEP 292006

# ARTICLES OF INCORPORATION OF

**Corporations Section** 

#### COUNTY OF ROCKWALL EMERGENCY SERVICES CORPORATION

The name of the Corporation is County of Rockwall Emergency Services Corporation (the "Corporation").

Article Four of the articles of incorporation of the Corporation is hereby amended to read as follows:

#### "ARTICLE FOUR

The Corporation is organized solely to carry out the purposes of the Act by aiding and acting on behalf of the Sponsoring Local Governments to accomplish certain governmental purposes of the Sponsoring Local Governments, to wit: provide emergency and public safety services, including without limitation ambulance service and dispatch and communication services.

The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, which authorizes the Corporation to assist and act on behalf of the Sponsoring Local Governments to accomplish any governmental purpose of the Sponsoring Local Governments and to engage in activities in the furtherance of the purposes for its creation.

The Corporation shall have and possess the broadest possible powers granted it by the Act as it may be amended from time to time (including without limitation all powers of a corporation authorized for creation by the Texas Transportation Commission under Chapter 431, Texas Transportation Code, as amended, and all powers of a nonprofit corporation under the Texas Non-Profit Corporation Act (Article 1396-1.01 et. seq., Vernon's Texas Civil Statutes, as amended)) to accomplish the purposes for which it is created and as may be determined from time to time by the Sponsoring Local Governments, whether or not so expressly stated in these Articles of Incorporation. The Corporation is a duly constituted authority and a public instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code of 1986 (26 U.S.C. §103), as amended, and the Corporation is authorized, and has as an additional specific purpose for its organization and operation, to act on behalf of the Sponsoring Local Governments as provided in these Articles of Incorporation. However, no agreements, bonds, debts or obligations of the Corporation are or shall ever be deemed to be the agreements, bonds, debts or obligations, or the lending of credit, or a grant of public money or thing of value, of or by any of the Sponsoring Local Governments, or any other political corporation, subdivision or agency of the State of Texas, or a pledge of the faith and credit of any of them, except as otherwise may be agreed to in writing by any of the foregoing entities.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit as that term is used in Chapter 101, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions.

No part of the Corporation's activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office."

Resolutions approving this Amendment to the Articles of Incorporation have been duly adopted by a majority vote of the governing bodies of the Corporation and the Sponsoring Local Governments. The dates of the adoption of such resolutions are August 7, 2006 for the City of Rockwall, Texas, September 21, 2006, for the City of Heath, Texas, August 21, 2006 for the City of Fate, Texas, August 8, 2006, for the City of Royse City, Texas, August 14, 2006 for the City of McLendon-Chisholm, Texas, September 19, 2006, for the City of Rowlett, Texas, August 1, 2006, for the City of Mobile City, Texas, September 11, 2006, for the County of Rockwall and September 24, 2006, for the County of Rockwall Emergency Services Corporation.

[The remainder of this page intentionally left blank.]

#### EXECUTED THIS 27 DAY OF September, 2006,

COUNTY OF ROCKWALL EMERGENCY SERVICES CORPORATION

Bruce Beaty

President, Board of Directors

Secretary, Board of Directors

#### ACKNOWLEDGEMENT

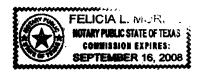
THE STATE OF TEXAS **COUNTY OF ROCKWALL** 

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day of day of personally appeared Bruce Beaty and Scott Self, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Amendment to the Articles of Incorporation in their respective capacities, as shown above and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.

the State of Texas
My Commission Expires 9-16-00

(NOTARY SEAL)



EXECUTED THIS 25	DAY OF	August
------------------	--------	--------

2006

CITY OF FATE, TEXAS

Sandra Lobban, City Secretary

#### ACKNOWLEDGEMENT

THE STATE OF TEXAS COUNTY OF ROCKWALL

§ §

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day of August , personally appeared David Hill and Sandra Lobban, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Amendment to the Articles of Incorporation in their respective capacities, as shown above and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.

Notary Public in and for

the State of Texas

My Commission Expires 4-6-2008

(NOTARY SEAL)



EXECUTED THIS 21 DAY OF Systember, 2006

CITY OF HEATH, TEXAS

#### ACKNOWLEDGEMENT

THE STATE OF TEXAS COUNTY OF ROCKWALL

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this 21 day of Sycumbu, personally appeared John Ratcliffe and Stephanie Galanides, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Amendment to the Articles of Incorporation in their respective capacities, as shown above and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.

Notary Public in and for

the State of Texas

My Commission Expires august 21,2007

(NOTARY SEAL)

OFFICIAL SEAL Nancy I. Hernandez Stare of Texas

EXECUTED THIS D	AY OF,,
CITY OF McL	ENDON CHISHOLM, TEXAS
Steil	Daguer
Mayor	
Onalia	Auchorn

#### ACKNOWLEDGEMENT

THE STATE OF TEXAS COUNTY OF ROCKWALL

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day of hereby, personally appeared with the Millian seach being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Amendment to the Articles of Incorporation in their respective capacities, as shown above and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.

Notary Public in and for

the State of Texas

My Commission Expires

Notary Public State of Texas My Comm. Exp. 08-19-2008

EXECUTED THIS DAY OF
CITY OF MOBILE CITY, TEXAS
WANDA COOPER, Mayor
LINDA PRINCE, City Secretary

# ACKNOWLEDGEMENT

COUNTY OF ROCKWALL	§
23 day of <u>August</u> , per	Public in and for the State of Texas, do hereby certify that on this resonally appeared <u>Unida Coopu</u> and <u>Vinda K. Prince</u>
each being by medifirst duly swori	n, severally declared that they are the persons who signed the

foregoing Articles of Amendment to the Articles of Incorporation in their respective capacities, as shown above and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.

DOROTHY J. BROOKS
Notary Public
State of Texas
My Comm. Exp. 04-28-2007

(NOTARY SEAL)

THE STATE OF TEXAS

Notary Public and for the State of Texas

My Commission Expires 04-28-2007

# EXECUTED THIS 27 DAY OF September, 2006.

CITY OF ROCKWALL, TEXAS

William R. Cecil, Mayor

Dorothy Brooks City Secretary

# **ACKNOWLEDGEMENT**

THE STATE OF TEXAS COUNTY OF ROCKWALL

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this May of Suptember, personally appeared William R. Cecil, and Dorothy Brooks, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Amendment to the Articles of Incorporation in their respective capacities, as shown above and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year

above written.

7

My Comm. Exp. 02-23-2009

VERONICA PADILLA AL State of Texas Notary Public in and for the State of Texas

My Commission Expires 2-23-01

CITY OF ROWLETT, TEXAS

C. Shane Johnson, Mayor

Susie Quinn, City Secretary

# ACKNOWLEDGEMENT

THE STATE OF TEXAS COUNTY OF DALLAS

§ §

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day of the Mark 1900 personally appeared C. Shane Johnson and Susie Quinn, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Amendment to the Articles of Incorporation in their respective capacities, as shown above and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.

STACEY CHADWICK
Notary Public, State of Texas
My Commission Expires
July 31, 2010

Notary Public in and for

the State of Texas

My Commission Expires 7-31-200

# EXECUTED THIS 2941 DAY OF August 2006.

CITY OF ROYSE CITY, TEXAS

Jim Mellody, Mayor

Brenda Craft City Clerk

# ACKNOWLEDGEMENT

THE STATE OF TEXAS COUNTY OF ROCKWALL

§ 8

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this and for the State of Texas, do hereby certify that on this are the persons who signed the foregoing Articles of Amendment to the Articles of Incorporation in their respective capacities, as shown above and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.

STEPHANIE MODISETTE
Notary Public, State of Texas
My Commission Expires
December 22, 2009

(NOTARY SEAL)

Stephnic Modicatte
Notary Public in and for
the State of Texas

My Commission Expires 12-22-09

# EXECUTED THIS 11 DAY OF September, 2006

ROCKWALL COUNTY, TEXAS
Rockwall, County Judge
Paulette Buch
Rechwale, County Clerk

# ACKNOWLEDGEMENT

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THE STATE OF TEXAS COUNTY OF ROCKWALL

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day of September, personally appeared Bill Bell, and rule be Burks each being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Amendment to the Articles of Incorporation in their respective capacities, as shown above and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.

FELICIA L. MU. COMMISSION EXPIRES: SEPTE**MBER 16, 2008** 

Notary Public in and for the State of Texas
My Commission Expires Apt. 16 2008

# BYLAWS OF

# COUNTY OF ROCKWALL EMERGENCY SERVICES CORPORATION

#### ARTICLE I

#### POWERS AND DUTIES

Section 1.01. <u>Powers</u>. The Corporation shall have all powers granted it by Subchapter D of Chapter 431, Texas Transportation Code, as amended (the "Act"), including all powers incorporated therein by reference, whether or not so expressly stated in these Bylaws, to provide emergency services and public safety services, including without limitation ambulance service and dispatch and communication services, on behalf of and as may be determined from time to time by the City of Fate, the City of Heath, the City of McLendon Chisholm, the City of Mobile City, the City of Rockwall, the City of Rowlett, the City of Royse City and Rockwall County, Texas (collectively, the "Sponsoring Local Governments") in a timely and efficient manner.

Section 1.02. <u>General Services Plan</u>. (a) The Board of Directors of the Corporation shall adopt a general services plan (the "General Services Plan") which shall set forth:

- (i) the services to be provided or caused to be provided by the Corporation, and the means of providing such services, that shall be provided for the benefit of all of the Sponsoring Local Governments:
- (ii) fees to be charged for any of its services;
- (iii) the formula or other criteria for allocating the annual amount to be paid by each Sponsoring Local Government for the costs associated with the General Services Plan and the administrative and overhead costs of the Corporation allocable to the General Services Plan;
- (iv) the service area of the General Services Plan;
- (v) operating guidelines for the General Services Plan;
- (vi) the location of all facilities, offices, equipment and apparatus to be used in connection with the General Services Plan; and
- (vii) such other information deemed appropriate by the Board of Directors or requested in writing by a Sponsoring Local Government.

- (b) The Board of Directors shall, at least annually, review the General Services Plan and shall revise the General Services Plan as the Board of Directors deems necessary or appropriate.
- (c) The initial General Services Plan and any revisions thereof shall be submitted to the governing body of each Sponsoring Local Government for approval.
- (d) A Sponsoring Local Government may request, in writing to the Board of Directors with a copy thereof sent to each of the other Sponsoring Local Governments, a change in the General Services Plan.
- (e) The Sponsoring Local Governments may, at their sole discretion, revise the General Services Plan by resolution adopted by each of the governing bodies thereof.
- Section 1.03. Special Purpose Services Plans. (a) Any one or more of the Sponsoring Local Governments may request, in writing to the Board of Directors with a copy thereof sent to each of the other Sponsoring Local Governments, that the Corporation provide a service or function that is not included in the General Services Plan. Each Sponsoring Local Governments shall notify the Board of Directors in writing within sixty days of the date such request is submitted to each Sponsoring Local Government whether such Sponsoring Local Government approves of such service or function. If all of the Local Sponsoring Governments approve of such service or function, the Board of Directors shall incorporate the requested service or function into the General Services Plan. If less than all of the Local Sponsoring Governments approve of such service or function, but such service or function is approved by two or more of the Sponsoring Local Governments, the Board of Directors shall appoint a committee (a "Special Purpose Service Committee") that shall consist of the members of the Board of Directors that are appointed by the Sponsoring Local Governments that approved the requested service or function.
- (b) A Special Purpose Service Committee shall adopt a service plan for the service or function (a "Special Service") for which the Special Purpose Service Committee was formed (a "Special Purpose Service Plan"). The Special Purpose Service Plan shall contain, as applicable for the Special Service, the information set forth in Section 1.02(a). The Special Purpose Service Committee shall submit such Special Purpose Service Plan to the Board of Directors. If the Board of Directors approves the Special Purpose Service Plan, the Board of Directors shall submit such Special Purpose Service Plan to the governing body of each of the Sponsoring Local Governments. If two or more of the Sponsoring Local Governments approve of such Special Purpose Services Plan within sixty days of the date such Special Purpose Service Plan is submitted to each of such Sponsoring Local Governments, the Special Purpose Services Plan shall be implemented by the Board of Directors to provide the Special Service on behalf of the Sponsoring Local Governments that approved of such Special Service.
- (c) Except as may otherwise be provided in a Special Service Plan, a Sponsoring Local Government that is not participating in a Special Service may opt to participate in a Special Service by providing notice to the Board of Directors. Upon such notice, the applicable Special Purpose Service committee shall revise the Special Purpose Service Plan to incorporate the provision of such

Special Service to the Sponsoring Local Government that has chosen to participate in the Special Service. The Special Purpose Service Committee shall submit the revised Special Purpose Service Plan to the Board of Directors. If the Board of Directors approves the revised Special Purpose Service Plan, the Board of Directors shall submit such Special Purpose Service Plan to the governing body of each of the Sponsoring Local Governments. If two or more of the Sponsoring Local Governments approve of such revised Special Purpose Services Plan within sixty days of the date such revised Special Purpose Service Plan is submitted to each of such Sponsoring Local Governments, the revised Special Purpose Services Plan shall be implemented by the Board of Directors to provide the Special Service on behalf of the Sponsoring Local Governments that approved of such Special Service.

- (d) Except as may otherwise be provided in a Special Service Plan, a Sponsoring Local Government that is participating in a Special Service may choose to not participate in a Special Service by providing written notice to the Board of Directors setting forth the Special Service to be discontinued on behalf of such Sponsoring Local Government and the date of termination of such service. Upon such notice, the applicable Special Purpose Service Committee shall revise the Special Purpose Service Plan to discontinue the provision of such Special Service to the Sponsoring Local Government that has chosen to not participate in the Special Service and submit the revised Special Purpose Service Plan to the Board of Directors for approval.
- (e) Each Special Purpose Service Committee shall, at least annually, review its Special Purpose Service Plan and shall revise such Special Purpose Service Plan as the Special Purpose Service Committee deems necessary or appropriate.
- (f) A Sponsoring Local Government participating in a Special Purpose Service Plan may request, in writing to the Special Purpose Service Committee, with a copy thereof sent to each of the Sponsoring Local Governments participating in the Special Purpose Service Plan, a change in the Special Purpose Service Plan.
- (g) A revision of a Special Purpose Service Plan under Subsection (e) of this Section or a requested revision of a Special Purpose Service Plan under Subsection (f) of this Section shall follow the procedures set forth in Subsection (c) of this Section with respect to approval by the Board of Directors and Sponsoring Local Governments and implementation of the revised Special Purpose Services Plan.
- (h) Upon a change in the Sponsoring Local Governments that participate in a Special Services Plan, the Board of Directors shall reappoint the Special Services Committee to include only the members of the Board of Directors that were appointed by the Sponsoring Local Governments that are participating in the Special Purpose Service Plan.
- Section 1.04. <u>Funding</u>. (a) It is recognized and acknowledged by the Board of Directors and each of the Sponsoring Local Governments that the principal source of funding for the Corporation and its operations will be fees for services and contract payments made to the Corporation by each of the Sponsoring Local Governments.

- (b) At least 60 days prior to the beginning of each fiscal year of the Corporation, the Board of Directors shall adopt a proposed budget for each fiscal year, which shall include a separate budget for each Special Purpose Service Plan prepared by the applicable Special Purpose Service Committee, and submit the budget for approval to each Sponsoring Local Government.
- (c) The proposed budget shall include the annual amounts to be paid by each Sponsoring Local Government to the Corporation to enable the Corporation to provide services on behalf of such Sponsoring Local Government in accordance with the General Services Plan and each Special Purpose Services Plan. Each Sponsoring Local Government shall annually enter into a contract with the Corporation, either joint or several, pursuant to which such Sponsoring Local Government will agree to pay its annual amount to the Corporation in substantially equal monthly installments; provided that each such contract shall provide that a Sponsoring Local Government may prepay all or a portion of its annual amount.
- (d) Each Sponsoring Local Government shall, within ten days of the adoption of its annual budget, notify the Corporation of the amount budgeted and appropriated for the payment of the Sponsoring Local Government's annual payment. In the event any Sponsoring Local Government does not budget and appropriate sufficient funds to pay its annual amount, or defaults in the payment of any amounts due the Corporation, the Corporation shall cease to provide services on behalf of such Sponsoring Local Government, such termination of services to be effective as of the last date for which such Sponsoring Local Government made payment of its amount for services, and shall notify the other Sponsoring Local Governments of such event in writing. Except as may otherwise be provided in a Special Service Plan, any funds or other property paid or contributed to the Corporation shall remain the property of the Corporation.
- (e) The Corporation shall cause its books, records, accounts and financial statements for each fiscal year to be audited by an independent certified public accountant. Such audit shall include a written management letter which details suggested management controls and operating efficiencies. Each audit shall be prepared and submitted annually to each Sponsoring Local Government within 120 days of the end of the Corporation's fiscal year. Any such audit shall be performed at the expense of the Corporation.
- (f) The Corporation shall not issue or incur any bonds, notes or other obligations for borrowed money without the approval of the governing bodies of each of the Sponsoring Local Governments.
- (g) A Sponsoring Local Government shall not be liable or obligated for the undertakings or obligations, including any amounts to be paid under contracts or other agreements, of any other Sponsoring Local Government.

ARTICLE II

**DIRECTORS** 

Section 2.01. <u>Board of Directors</u>. The number of directors constituting the initial board of directors of the Corporation (the "Board of Directors") shall be as set forth in the Articles of Incorporation. Upon the expiration of the terms of office of the initial members of the Board of Directors, the membership of the Board of Directors shall consist of the number of directors determined in accordance with Section 2.02(a).

Section 2.02. <u>Appointment of Directors</u>. (a) Directors shall be appointed by the governing bodies of the Sponsoring Local Governments, as follows:

- (i) Each Sponsoring Local Government with a population of 10,000 or more residing in Rockwall County shall appoint two members of the Board of Directors; and
- (ii) Each Sponsoring Local Government with a population of less than 10,000 residing in Rockwall County shall appoint one member of the Board of Directors.
- (b) Prior to the expiration of the terms of the initial Board of Directors and prior to the expiration of the two year terms of office for Directors as provided in Section 2.03(a), the Board of Directors shall determine the population of each of the Sponsoring Local Governments in accordance with Section 7.07, and notify each of the Sponsoring Local Governments of the number of Directors to be appointed by such Sponsoring Local Government for the next ensuing two term of office.
- (c) Each Sponsoring Local Government shall notify the Corporation, in writing, of its appointed director(s) and give written notice of any changes made thereto.
- (d) To be eligible for appointment to the Board of Directors, a person must be at least 18 years of age and a resident of the Sponsoring Local Government that appoints such person to the Board of Directors.

# Section 2.03. Term of Office; Removal; Resignations; Vacancies.

- (a) Upon the expiration of the terms of the initial Board of Directors, each director appointed to serve thereafter shall hold office for a term of two years and until the director's successor has been appointed and qualified; and further provided that if any director at any time shall also be a member of the governing body, an officer or employee of a Sponsoring Local Government, then the term of such director shall never exceed the period for which such director is a member of the governing body, an officer or employee of such Sponsoring Local Government.
- (b) Any director may be removed from office by the governing body that appointed such director, for cause or at will.
- (c) Any director may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the presiding officer of the governing body that appointed such director. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

- (d) Vacancies in the Board of Directors shall be filled for the unexpired term by the governing body responsible for appointing that position to the Board; provided that if a position on the Board remains vacant for more than 90 days, the remaining member or members of the Board, regardless of whether the remaining member or members of the Board are sufficient in number to constitute a quorum, shall by majority vote appoint a qualified person to serve in each such position until the governing body responsible for appointing a director to such position has appointed a qualified person to such position.
- Section 2.04. <u>Powers of Corporation to be Exercised by Board</u>. The property and business of the Corporation shall be managed by the Board which may exercise all powers of the Corporation and do all lawful acts
- Section 2.05. <u>Place of Board Meetings</u>. Meetings of the Board may be held at such place or places in the State of Texas as the Board from time to time may determine.
- Section 2.06. <u>Regular Board Meetings</u>. Regular meetings of the Board may be held on such dates and at such time and places as shall from time to time be determined by the Board, without necessity of notice except as provided in Section 3.01 of these Bylaws.
- Section 2.07. Special Board Meetings. Special meetings of the Board may be called by the President or Secretary on three days' notice to each director, and upon public notice as provided in Section 3.01 herein below, and shall be called by the President or Secretary also on three days' notice to each director, and upon public notice as provided in Section 3.01 herein below, on the written request of two directors. Emergency meetings may be called by the President or Secretary on two hours notice, but only upon compliance with the public notice requirements as provided in Section 3.01 herein below. Notice of each special meeting may be given in person, by telephone, electronic transmission (e.g., facsimile transmission or electronic mail) or mail. Notice by mail shall be deemed to be given at the time when the same shall be thus mailed. Notice by electronic transmission shall be deemed to be given at the time the sending party receives confirmation that the transmission has been transmitted.
- Section 2.08. Quorum. At all meetings of the Board the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by these Bylaws.
- Section 2.09. Conduct of Business. The Board of Directors shall adopt guidelines and procedures for the conduct of its business as it deems necessary and appropriate. At meetings of the Board of Directors, matters pertaining to the purposes of the Corporation shall be considered in such order as the Board of Directors may determine from time to time. The President shall preside at all meetings of the Board of Directors; provided that in the absence of the President, the Vice President shall preside. The Secretary of the Corporation shall act as Secretary of all meetings of the Board of Directors. In the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

- Section 2.10. No Compensation Paid to Directors. Directors, as such, shall receive no compensation for services rendered as directors, but shall be reimbursed for all reasonable expenses incurred in performing their duties as directors.
- Section 2.11. <u>Committees</u>. (a) In addition to Special Purpose Service Committees, the Board may by resolution or resolutions adopted by the Board, establish one or more committees, each committee to consist of two or more of the directors of the Corporation. Such committee or committees shall have such name or names, and such powers, as may be determined from time to time by resolution adopted by the Board.
- (b) A majority of the directors appointed to a committee shall be necessary and sufficient to constitute a quorum for the transaction of business by the committee and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the committee, except as may be otherwise specifically provided by these Bylaws.
- (c) Each committee shall appoint a chairperson to preside at meetings of the committee, and such other officers as the committee shall determine.
- (d) Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

#### ARTICLE III

#### NOTICES

- Section 3.01. Open Meetings Act. The Board, all actions of the Board, all meetings of the Board, whether regular, special, or emergency, and all meetings of committees of the Board shall be subject to the public notice requirements of the Texas Open Meetings Act, Chapter 551, Texas Government Code.
- Section 3.02. <u>Notice to Directors</u>. Whenever under the provisions of any statute or these Bylaws notice is required to be given to any director (other than notice of a special meeting as provided in Section 2.07), it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director at such address as appears on the books of the Corporation, and such notice shall be deemed to be given at the time when the same shall be thus mailed.
- Section 3.03. <u>Waiver of Notice by Directors</u>. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time state therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE IV

# **OFFICERS**

# Section 4.01. <u>Titles and Term of Office</u>.

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The officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board of Directors from time to time may elect or appoint. The President and Vice President shall be members of the Board of Directors, however the Secretary, Treasurer and any other officers may or may not be members of the Board of Directors. One person may hold more than one office, except that the President shall not hold the office of Secretary. Terms of office shall be one year, or until the successor of such offices is elected or appointed by the Board of Directors. A person appointed as an officer of the Corporation who is not a member of the Board of Directors is not entitled to vote on a matter coming before the Board.

# Section 4.02. Removal; Resignations; Vacancies.

- (a) All officers shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the Directors in office.
- (b) Any officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.
- (c) A vacancy in the office of any officer shall be filled by a vote of a majority of the Directors in office.

#### Section 4.03. President.

The President shall be the chief executive officer of the Corporation and, subject to the Board of Directors, shall be in general charge of the properties and affairs of the Corporation; the President shall preside at all meetings of the Board of Directors; in furtherance of the purposes of the Corporation, he or she may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation.

# Section 4.04. Vice President.

The Vice President shall have such powers and duties as may be assigned by the Board of Directors and shall exercise the powers of the President during that officer's absence or inability to act. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

# Section 4.05. Secretary.

- (a) The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of this Corporation, he or she may sign with the President in the name of the Corporation; and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be delegated by the Board to some other officer or agent of the Corporation; he or she shall have charge of the corporate books, records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection upon application at the office of Corporation during business hours, and he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board of Directors.
- (b) The Board of Directors may appoint one or more persons to serve as an Assistant Secretary, which person may, but need not be, a Director. The Assistant Secretary may perform any duty required of or granted to the Secretary in these Bylaws and/or in any resolution or order approved by the Board.

#### Section 4.06. Treasurer.

- To the extent not otherwise provided by the Board, by rules or regulations, in (a) resolutions relating to the issuance of bonds, or in any financing documents relating to such issuance, the Treasurer shall have custody of all the funds and securities of the Corporation which come into his hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors; he or she may sign all receipts and vouchers for payment made to the Corporation, either alone or jointly with such other officer as is designated by the Board of Directors; whenever required by the Board of Directors, he or she shall render a statement of all transactions performed as Treasurer of the financial condition of the Corporation; he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him for that purpose full and accurate accounts of all monies received and paid out on account of the Corporation; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors; he or she shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require.
- (b) The Board of Directors may appoint one or more persons to serve as an Assistant Treasurer, which person may, but need not be, a director. The Assistant Treasurer may perform any duty granted to the Treasurer in these Bylaws and/or in any resolution or order approved by the Board.

# Section 4.07. Compensation.

Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder

# Section 4.08. Facsimile Signatures.

The provisions of the Texas Uniform Facsimile Signature of Public Officials Act shall be applicable to the Corporation, which is a duly constituted instrumentality of the District, a political subdivision of the State of Texas.

Section 4.11. <u>Surety Bonds</u>. The Board may require the President, Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer and any other officer of the Corporation to give the Corporation bonds in such sums and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of their office and for the restoration to the Corporation, in case of such person's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the Corporation.

#### ARTICLE V

## **FISCAL PROVISIONS**

Section 5.01. Restrictions on Payment of Funds. No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses shall be distributed to or inure to the benefit of its directors or officers or any individual, firm, corporation, or association, except that in the event the Board of Directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds, and other obligations of the Corporation, then any net earnings of the Corporation thereafter accruing shall be paid to the Sponsoring Local Governments. No part of the Corporation's activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Section 5.02. <u>Execution of Financial Instruments</u>. All checks, demands for money, withdrawals of money, notes, time and demand deposits and certificates of deposit shall be signed by the Treasurer or his designee or such other person or persons as the Board of Directors from time to time may designate by resolution or other action of the Board of Directors or as may be designated in any financing documents relating to the issuance of bonds or other obligations of the Corporation, provided that in the case of checks at least one of the authorized signatories shall be an officer of the Corporation.

Section 5.03. <u>Fiscal Year</u>. The fiscal year of the Corporation shall be as determined by the Board of Directors.

Section 5.04. <u>Books and Records</u>. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board. All books and records of the Corporation shall be kept at the principal office of the Corporation where they shall be available to the public in accordance with the applicable provisions of the Texas Public Information Act (Chapter 552, Tex. Government Code, as amended).

Section 5.05. <u>Staff Functions</u>. Staff functions for the Corporation may be performed by the one or more of the Sponsoring Local Governments as directed by the Board of Directors and agreed to by such Sponsoring Local Government. The Corporation shall pay, to the extent funds of the Corporation are legally available, the amount of costs for such services from fees collected by it, as from time to time shall be billed to the Corporation by the Sponsoring Local Government.

#### ARTICLE VI

# <u>SEAL</u>

The seal of the Corporation shall be as determined by the Board of Directors.

#### ARTICLE VII

# **GENERAL PROVISIONS**

Section 7.01. Amendment of Bylaws. These Bylaws may be amended at any time and from time to time, provided that the Board of Directors shall first file with each governing body of the Sponsoring Local Governments a written application requesting that the governing bodies of the Sponsoring Local Governments approve such amendment to these Bylaws, specifying in such application the amendment or amendments proposed to be made. If each of the governing bodies of the Sponsoring Local Governments by appropriate resolution finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board of Directors shall proceed to amend these Bylaws. These Bylaws may also be amended at any time and from time to time by the governing bodies of the Sponsoring Local Governments, at their sole discretion, by adopting an amendment to these Bylaws by resolution of the governing body of each of the Sponsoring Local Governments and delivering a copy of such amendment to the President or Secretary of the Board of Directors.

Section 7.02. <u>Interpretation of Bylaws</u>. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

# Section 7.03. Effective Date.

These Bylaws and any amendment thereto shall become effective only upon the occurrence of the following events:

- (a) the approval thereof by each the governing bodies of the Sponsoring Local Governments; and
  - (b) the adoption thereof by the Board of Directors.

# Section 7.04. <u>Approval or Advice and Consent of the Governing Bodies of the Sponsoring Local Governments.</u>

To the extent that these Bylaws refer to any approval by the governing bodies of the Sponsoring Local Governments or refer to advice and consent by the governing bodies of the Sponsoring Local Governments, such advice and consent may be evidenced by a certified copy of a resolution, ordinance, order or motion duly adopted by any such governing body.

# Section 7.05. <u>Indemnification of Directors, Officers and Employees</u>

- (a) The Corporation may, upon finding of its Board of Directors that it is in the best interest of the Corporation, indemnify any person who was, is or is threatened to be made a named defendant or respondent in the proceeding, whether civil, criminal, administrative, arbitrative or investigative, including all appeals, because that person is or was a director, officer, employee or agent of the Corporation. Indemnification shall be against all expenses, including, without limitation, attorney's fees, court costs, expert witness fees, judgments, decrees, fines, penalties and reasonable expenses actually incurred by the person in connection with the proceeding, except that if the person is found liable to the Corporation or is found liable on the basis that he or she improperly received personal benefit, indemnification shall be limited to reasonable expenses actually incurred by the person in connection with the proceeding, and shall not be made in respect of any proceeding in which the person shall have been found liable for negligence or misconduct in the performance of his or her duty by the Corporation. The indemnification incurred in these By-laws shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board of Directors may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceeding, whether formally instituted or not.
- (b) The Corporation may purchase and maintain insurance, at its expense, for the Corporation against any expense, liability or loss, and on behalf of any person who is or was a director, officer, employee or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, employee, agent or similar position, against any liability asserted against him or her or incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against that liability under the Business Corporation Act Article 2.02-1. If such insurance is obtained, the insurance may be procured, maintained or established with an insurer deemed appropriate by the

Board of Directors. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance shall be conclusive.

# Section 7.06. <u>Dissolution of the Corporation</u>.

- (a) The Corporation may be dissolved by resolution adopted by the Board of Directors and approved by each of the Sponsoring Local Governments, or the governing bodies of the Sponsoring Local Governments may at any time direct the Board of Directors to proceed with the dissolution of the Corporation, at which time the Board of Directors shall proceed with the dissolution of the Corporation in accordance with applicable Texas law and the provisions of these Articles of Incorporation; provided that all debts and claims of the Corporation have been satisfied or provided for.
- (b) Upon dissolution of the Corporation, title to or other interests in any real or personal property owned by the Corporation, including any funds held by or on behalf of the Corporation, at such time shall vest in the Sponsoring Local Governments and shall be distributed to the Sponsoring Local Governments, with respect to property or funds attributable to the General Services Plan and each Special Purpose Services Plan, in proportion to the amount paid by each Sponsoring Local Government in accordance with the most recently adopted General Services Plan and each Special Purpose Services Plan.

Section 7.07 <u>Determination of Population</u>. The population of a Sponsoring Local Government shall be determined by annual population estimates provided by the North Texas Council of Governments.

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#### **CONSULTING AGREEMENT**

THIS AGREEMENT is made by and between County of Rockwall Emergency Services Corporation ("Client") and Health Care Visions ("Consultant").

WHEREAS, it is the desire of Client to engage Consultant to perform certain consulting services in the field of emergency medical services and related areas on Client's behalf; and.

WHEREAS, it is the desire of the Consultant to undertake for Client such services on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. <u>Services.</u> Consultant will provide for Client, EMS Consulting services as outlined in the Health Care Visions' proposal attached as Attachment 1.
- 2. <u>Term.</u> The respective duties and obligations of the parties to this agreement shall be for a period of 3 years beginning January 23, 2013 and terminating January 22, 2016. By mutual agreement this contract may be extended for two (2) additional years under the stated terms.
- 3. <u>Compensation.</u> For the services to be rendered under this agreement the Client shall pay to Consultant a monthly fee of \$1,102.50 payable on the first of each month beginning on February 1, 2013. Beginning February 1, 2014 and each subsequent year on the same date, compensation will increase 3%. Compensation is inclusive of all expenses related to this project, unless specifically agreed upon by both parties. Additional work will be priced by written mutual agreement according to the rate schedule provided as Attachment 2 of the proposal.
- 4. <u>Nondisclosure</u>. Consultant will not disclose any confidential information or trade secrets of Client, regardless of whether the confidential information or trade secrets have been conceived or developed, in whole or in part, by the efforts or investment of Client or by others.

The terms "confidential information" and "trade secrets" as used in this Agreement shall include, without limitation, the whole or any portion of confidential methods and specialized techniques of the business operations of Client and any other information concerning the business or affairs of Client, which is of a confidential character and which has not been published or otherwise become a matter of general public knowledge. All information and data received by Consultant from Client in any form or format is conclusively deemed to be confidential information unless expressly excluded from confidential information by the specific terms of this Agreement. Consultant will not breach this covenant by making any disclosure that is

- required by law, so long as Consultant gives adequate notice to Client to allow Client a reasonable time to file objections with the party requesting the disclosure.
- 5. <u>Intellectual Property.</u> The Client shall be entitled to the fair use of any intellectual property rights associated with the rendition of the services but Consultant retains all other rights and privileges with respect to all intellectual property created in connection with or arising out of this Agreement and the services to be rendered hereunder.
- 6. <u>Mediation</u>. If any dispute arises between the parties out of or connected with this Agreement or the rights and duties of the parties as set forth herein on contemplated hereby, then the parties agree any such dispute, shall be submitted for nonbinding mediation before a mutually agreeable mediator prior to commencement of litigation.
- 7. Independent Contractor. Consultant shall be deemed an independent contractor of Client and nothing in this Agreement shall be construed to create an employment, partnership, or joint venture relationship between the parties.
- 8. <u>Assignment.</u> Neither party shall have the right to assign any of his rights or obligations under this Agreement, in whole or in part, without the written consent of the other party.
- 9. <u>Limitation on Damages.</u> Client agrees that Consultant will not be liable for Client's lost profits or other consequential damages of any kind in the event of a breach of this Agreement or other liability arising out of the services to be performed hereunder.
- 10. Amendment, Waiver, Entire Agreement. No amendment hereof shall be deemed valid unless set forth in writing signed by both parties. Waiver of any provision of this Agreement will not have any effect on any part of the remainder of the Agreement nor will it be construed as a waiver of that or any other provision in the future nor will it be deemed a waiver of any subsequent breach of a provision of the Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes and cancels all prior oral or written understandings or agreements. Time is of the essence in this Agreement. All amounts due under this Agreement and remaining unpaid for 20 days shall bear interest at the lesser of eighteen percent per annum or the maximum rate permitted by applicable law.

11. <u>Notices.</u> Any notices from one party to the other party shall be deemed valid and effective, if and only if it is in writing and is delivered by way of certified mail return receipt requested, registered mail, or nationally recognized delivery service providing proof of delivery, and, furthermore, is delivered to the party receiving the notice at the address of the party set forth below, whether or not the notice is accepted.

# 12. Addresses of Client/Consultant.

County of Rockwall Emergency Services Corporation 101 E. Rusk Street Rockwall, TX 75087 Health Care Visions 201 Morning Dove CT Argyle, TX 76226

- 13. <u>Liaison</u>. Client agrees to name an individual who will be the Client liaison with Consultant with the authority to act on behalf of Client. Until another individual is designated, the Client liaison is Lorie Grinnan.
- 14. <u>Severability</u>. Each provision of this Agreement is intended to be severable from the others only to the extent that if any provision or term hereof is determined to be illegal or invalid for any reason whatsoever (and cannot be modified or interpreted by a court or arbitrator to be enforceable), such illegality or invalidity shall not affect the validity of the other provisions and terms hereof:
- 15. <u>Enforceability</u>. This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Texas (except for its choice of law provisions).
- 16. <u>HIPAA Compliance</u> Health Care Visions shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to County of Rockwall Emergency Services Corporation or Rockwall County EMS by Health Care Visions.

Executed on	, 20
	CLIENT County of Rockwall Emergency Services Corporation
	By:
	Title:
	CONSULTANT Steven L. Athey
	By: Title: President

# **Attachment 1**

# **PROPOSAL**

Health Care Visions proposes to provide the following scope of services for the County of Rockwall Emergency Services Corporation. Health Care Visions will:

1. Function as a liaison between Medic Rescue, Inc., d/b/a Rockwall County Emergency Medical Services (Contractor) and the County of Rockwall Emergency Services Corporation (Corporation) on issues of contract compliance.

# Duties will include:

- Working with the Contractor to provide timely reports to the Corporation
- Providing periodic oversight and audits of response time compliance as reported by the contractor.
- Attend the Corporation meetings at least 4 times annually.
- 2. Provide resources, assistance, and counsel to the Corporation regarding contract compliance and EMS operations.
- 3. Other duties as assigned and agreed upon by both parties.

# ATTACHMENT 2 HEALTH CARE VISIONS CHARGES

Hourly Rate: \$225.00

Daily Rate: \$1,750.00

Weekly Rate: \$8,750.00

Project Price: Negotiable

Travel Days: Required travel under 3 hours is not charged to the client. Travel that exceeds 3 hours is

to the client. Travel that exceeds 3 hours is charged per hour at 50% of the hourly rate

Expenses: All expenses are charged at cost without

markup

#### Note: Adopted by motion of the ESC Board on 02/24/2010

Note: This Draft is designed to start the discussion on how the Board would like to see inquires handled. I tried to make it simple; avoiding a multi-step, lengthy process to what is often a simple inquiry, while still providing some level of accountability and follow trhough.

Policy: Customer/Patient Inquires and Complaint Resolution

Date: February 24, 2010

#### Overview:

The County of Rockwall Emergency Services Corporation contracts with Medic Rescue, Inc., for the provision of ambulance services within Rockwall County. It is the Corporation's desire and responsibility to ensure those services are provided with the highest level of customer care and service. This policy will outline the procedures the Corporation will utilize when confronted with a customer/patient inquiry or complaint.

#### Contacts Made Directly to the Corporation

If the Corporation receives an inquiry or complaint directly, either through the mail or in person, the Board President will direct the method of investigation/resolution, by;

- directly asking the Contractor to investigate and resolve the issue, or
- asking the Board Consultant to independently investigate/resolve the issue

Regardless of the method, a report to the Board will be made following the investigation and resolution.

#### Contacts made to Individual Board Members

Customer/patient inquiries may come through direct contact with any Board Member and to avoid complex procedures and delays, the Board Member may either contact the Board President or Medic Rescue directly asking for an investigation/resolution.

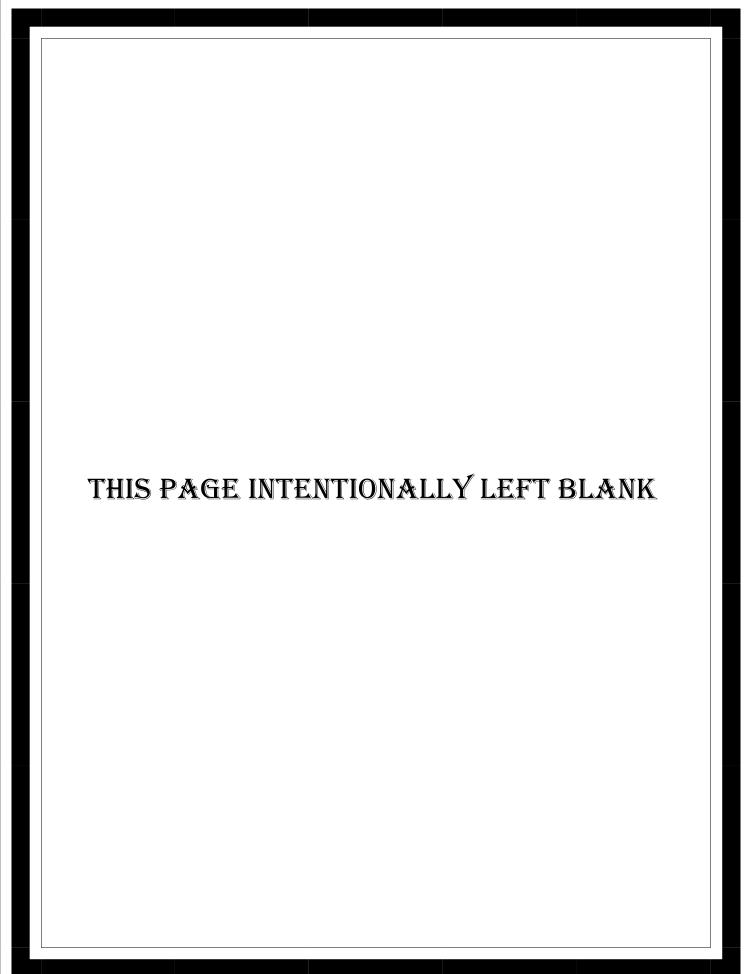
Regardless of the method of contact it will be Medic Rescue's responsibility to document the situation and include the inquiry and resolution as part of the Board packet the following month.

If any Board member feels the resolution to the inquiry is not satisfactory they can ask for a Consultant independent review.

	Known EMS Related Complaints (to the County of Rockwall ES Corp. Board)			
	2003 - present (July, 2015)			
<u>Complaint</u> Date	Brief Description of Complaint	<u>Resolution</u> Date	Description of Resolution	Additional Notes
March, 2011	unconscious patient at health club; complainant felt EMS responders did not display enough urgency	unsure	<u>Description of Resolution</u> was investigated by EMS consultant to the board, Steve Athey, including review of video footage from the health club of the EMS crew respondingconsultant advised that paramedics are trained to NOT outwardly display what could be construed by others as "panic" or overly heightened sense of urgency and concluded that paramedics performed just fine (including saving patient's life)	<u>Additional Notes</u>
January, 2015	possible collusion and diversion between parties (diverting to a hospital that is not the closest, distance wise, or to one that the patient does not wish to go to); Medicare billing issues related to possible fraud and abuse compliance practices (claim of over billing)	March, 2015	According to the ESC's board consultant (Healthcare Visions, Steve Athey), the complainants claims "differ wildly" from those of the ambulance crew; recommendation for a different hospital was made due to the patient asking for the crew's recommendation and the crew indicating that one of the hospitals had a higher level of trauma certification and had a certain specialty lab which could have been key to the patient's survival - EMS consultant advised this was an appropriate decision; EMS consultant concluded the billing issue did involve an error by the EMS company, but it was corrected after one phone call; he advised he did not find evidence of "collusion," "diversion," or "fraud" on the part of the EMS provider	EMS provider's investigation report indicated that in the year 2014, the number of patients transported to each of these two hospitals was as follows:  Lake Pointe Medical Center: 1,461  Presby Rockwall: 2,020
May, 2007	patient alleged that initial ambulance crew on scene refused to transport him to the hospital following a motor vehicle accident, and that a second ambulance crew showed up on scene and did finally transport him; he sent a demand letter asking for compensation associated with "inconvenience and aggravation" in the initial amount of \$2,500 and later at a demand amount of \$7,500	June, 2007	EMS company retained an attorney who wrote the complainant back, alleging that no wrong doing took place, and indicating that the demand for financial compensation would not be met	President of the ESC at the time, County Commissioner Bruce Beaty, spoke with complainant (June, 2007) who alleged he was discriminated against, due to his race, and he proposed to settle his complaint for the sum of \$5,000
February, 2013	complainant alleged that patient care of an adult male and his two year old son, who were involved in a major motor vehicle accident that consisted of their SUV rolling over, was inadequate and he questioned its appropriateness given the seriousness of the accident and the circumstances surrounding the adult's condition. In lieu of ground transport, the complainant (a trained firefighter and EMT) suggested the adult patient should have been air lifted rather than driven by ambulance. Also, the 2 year old should have been placed on a back board and had his spine mobilized, and he also should have been transported to the hospital to be evaluated. EMS initially was not planning to transport the child or have him checked out. They only agreed to transport after the father instructed them to do so.	April, 2013	EMS company reported to the ESC board president the details of the call timing, including initial call, response time and time on scene. Explanation was given as to scene assessment upon arrival. Report explained that 2 year old had been initially found restrained in car seat in the second row of the vehicle near the vehicle's center of gravity but was being held on scene by a bystande about 25 feet away from the vehicle when EMS arrived. Child was assessed by paramedics and found to be void of injury. Child was subsequently assessed by paramedic supervisor and was found to have had no physical injuries. Child and adult parent were both transported by ground to Dallas.	

<u>Complaint</u> Date	Brief Description of Complaint	<u>Resolution</u> Date	Description of Resolution	Additional Notes
February, 2013	City of Rockwall dispatch complained to the ESC board that the EMS company's dispatch did not immediately answer a 911 call being transferred to them; after 14 rings, a subsequent attempt to transfer the call took place with the EMS dispatcher finally answering. Complainant also expressed concern about the ambulance not being equipped with a RPD radio, as the responding Police Officer wanted to communicate with the ambulance driver but could not do so. There was confusion over who was responsible for procuring a radio for installing in the (somewhat) new ambulance (was the city responsible for its purchase, or was Medic Rescue?)		EMS contractor indicated the dispatcher claimed to have not heard the line ringing. The dispatcher was given a letter of reprimand. Contractor indicated that the phone line "bells" would be moved to a designated rest area, the audible decibel level would be increased, and a visible alert would be added. Additionally, contractor indicated they were interviewing for an office staff person who would be hired to help alleviate some phone duties during the week in order to free up dispatcher(s).	
February, 2013	City of Rockwall dispatch complained that EMS dispatch had been difficult to contact regarding a 911 EMS call and that then there was difficulty associated with the EMS crew locating a certain address in Heath	March, 2013	EMS company reported that the correct physical address was provided for the caller's location, who was at a Shell gas station; however, the incorrect 'cross streets' were relayed by PD dispatch, and there was also a Shell gas station located at that (incorrect) intersection. Contractor indicated that the phone line "bells" would be moved to a designated rest area, the audible decibel level would be increased, and a visible alert would be added. The contractor had reported this "late call" to the ESC board during its January 2013 monthly report	

<u>Complaint</u>		Resolution_		
called arrive however for the January, 2007 passed caused and didetermine the rer	lainant alleges that she and her husband 911 due to a severe nose bleed. Paramedics d and they were completely satisfied; ver, the next night they had to call 911 again e same issue, and approximately 20 mins. d with no ambulance showing up. This d them to leave their home, on their own, rive themselves to the hospital where it was mined the patient had lost a lot of blood, and mained in ICU for 2 days and a regular room additional day.	<u>Date</u> Jan.2007	Description of Resolution  EMS supervisor investigated and found that there were two ambulance units on duty that night. One of the units had to be dispatched to what ended up resulting in a transport to Dallas. In triaging the calls, based on the information received by the EMS dispatcher, it was determined that this particular call was 'low priority,' so the remaining ambulance was kept "free" in case it was needed for a life threatening, critical call that may have come in until which time as the other ambulance could return from Dallas. EMS supervisor indicated that perhaps this was not the best choice, in hindsight, that their staff had discussed procedures to ensure it doesn't happen again, and he apologized to the patient.  Complainant forwarded complaint and company's reply to City of Rockwall mayor and city manager at the time, and the ESC's board consultant, Steve Athey, subsequently investigated the complaint.  EMS consultant to the ESC board found that an initial 'hang up call' came into PD dispatch. PD dispatch returned the hang up call, and caller advised he was trying to get his nose to stop bleeding, so PD dispatch hung up with caller, indicating help would be on its way, and then called EMS dispatch. PD dispatcher then called EMS dispatch to relay call information (call was never transferred and EMS dispatch never spoke directly to the caller). PD dispatcher relayed to EMS dispatcher that caller was conscious and alert and that no medical interrogation or further questioning occurred. EMS dispatcher did not initiate an "electronic dispatch card" at the time of the call. A card was not initiated until 41 minutes after the time of the call, which is not standard protocol. Dispatcher relayed in an incident report that the patient had "minor bleeding of stitches, post surgery, of the nose," but had never actually spoken to the patient or caller directly before making this accretation. EMS Consultant, Steve Athey, made a series of 6 recommendations regarding policy changes that should be implemented	Additional Notes





# **MEMORANDUM**

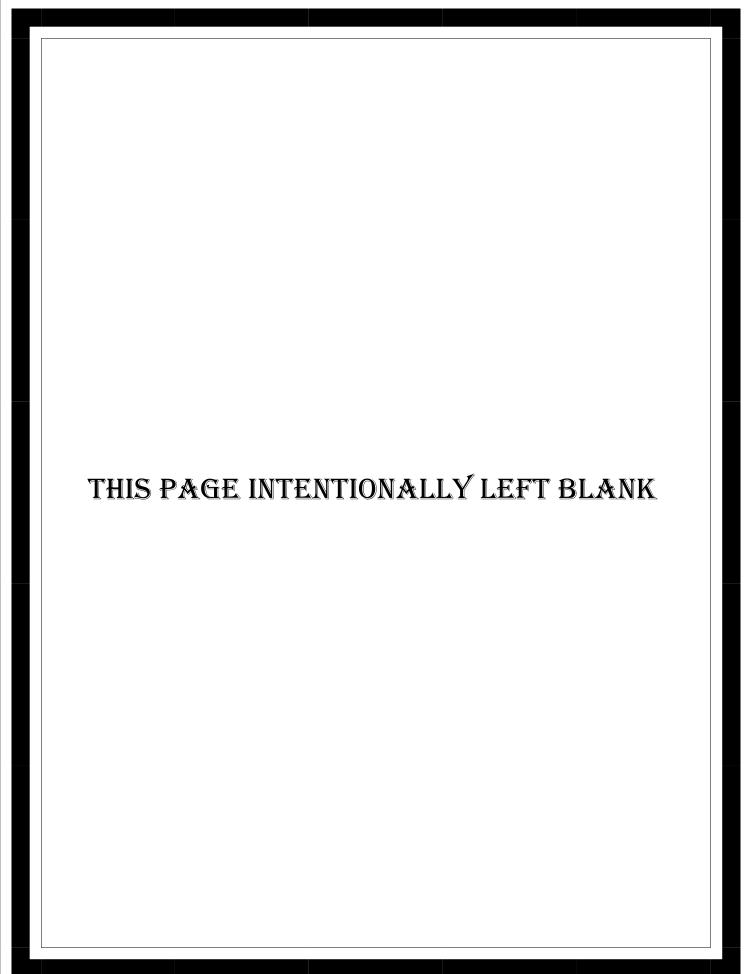
TO: Honorable Mayor and City Council Members

FROM: Kristy Ashberry, City Secretary / Assistant to the City Manager

SUBJECT: 07/20 Work Session re: "I Shop Rockwall" Chamber initiative

**DATE:** July 15, 2015

A representative(s) of the Rockwall Area Chamber of Commerce will be present at the Monday, July 20 city council meeting to hold a work session with Council to discuss this program.





# **MEMORANDUM**

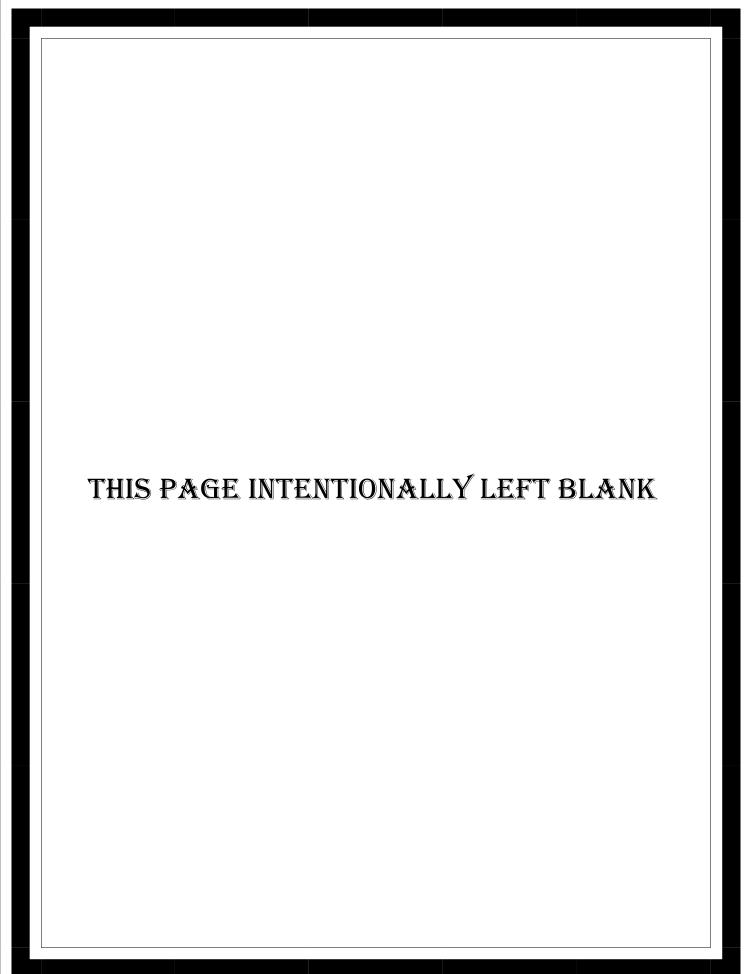
TO: Honorable Mayor and City Council Members

FROM: Kristy Ashberry, City Secretary / Assistant to the City Manager

SUBJECT: 07/20 Work Session re: Surrender of Animals to the RAAC

**DATE:** July 17, 2015

At the July 6, 2015 regular city council meeting, Council requested to hold a work session to further discuss the surrender of animals to the Rockwall Animal Adoption Center (RAAC). At Monday's meeting, staff will be prepared to provide Council with a status update related to drafting of an ordinance.



# 1 2 3

# MINUTES ROCKWALL CITY COUNCIL

Monday, July 06, 2015 4:00 p.m. Regular City Council Meeting City Hall - 385 S. Goliad, Rockwall, Texas 75087

# I. CALL PUBLIC MEETING TO ORDER

Mayor Pruitt called the meeting to order at 4:00 p.m. Present were Mayor Jim Pruitt, Mayor Pro Tem Dennis Lewis, and Council Members David White, Mike Townsend, Scott Milder and Kevin Fowler. Also present were Assistant City Managers Mary Smith and Brad Griggs and City Attorney Frank Garza. City Manager Rick Crowley was absent from the meeting.

#### II. WORK SESSION

1. Hold Work Session to discuss the Public Outreach Action Plan for reconstruction of South Lakeshore Drive/Summit Ridge Drive from SH 66 to FM 740, and take any action necessary.

City Engineer Tim Tumulty provided a brief presentation to the city council concerning the reconstruction of this stretch of roadway. Mayor Pruitt generally expressed a desire to have sidewalks or some sort of separation between the vehicular traffic and individuals walking between the street and the houses along the stretch of Summit Ridge Dr. Mr. Tumulty expressed that some portion of people's front yards, including some trees and the need for retaining walls all make the idea of sidewalks a little challenging. Mayor Pruitt encouraged getting the residents' input concerning their preference for sidewalks versus no sidewalks. Mayor Pruitt expressed concern about when traffic accidents occur on IH-30 and drivers come through this area in order to cut over to SH-66, indicating that there is typically a long line of traffic that results. The city's consultant, Brad Tribble with Kimley Horne, came forth and explained various ways that the roadway might be designed in order to create various "friction" techniques to dissuade drivers from wanting to use this roadway as a cut-across if and when accidents on IH-30 occur.

Mr. Tumulty indicated that as part of this Public Outreach Action Plan, he plans to ask residents to answer survey questions electronically. Mayor Pro Tem Lewis encouraged the use of paper surveys in addition to electronic ones for some residents who may not be inclined to answer a survey electronically. Councilmember Milder shared that he is in support of conducting a resident survey. He also supports sidewalks and anything that might slow down drivers. Councilmember White stressed that he is most interested in gleaning feedback from the residents that actually live along this roadway in this neighborhood.

Mr. Tumulty indicated that he believes the city may be faced with updating the water/sewer lines in this area before a new street and/or sidewalks are (re)built, and he feels confident that citizen feedback will echo this need.

Councilmember White and Mayor Pruitt summarized that council would like to see staff conduct a survey(s) as well as hold a public town hall meeting to glean resident input on

this project. Mr. Tumulty indicated that he would like to start with asking for feedback from homeowner/property owners whose property directly abuts the roadway and then widen the survey further thereafter to glean additional input. The council generally agreed with this plan. Councilmember White stressed that he does not believe Mr. Tumulty could ask for and obtain too much resident feedback, as he feels this is very important. After the discussion, no formal action was taken concerning this agenda item.

**2.** Hold Work Session to discuss potential regulations regarding the use and operation of golf carts, and take any action necessary.

Councilmember Fowler asked if the city has to have an ordinance in place in order for residents to operate golf carts within residential neighborhoods. City Attorney Frank Garza indicated that, no, no ordinance is needed for individuals to operate golf carts. Councilmember Hohenshelt generally indicated that he does not really see the need to pass an ordinance, especially since there doesn't appear to be an overabundance of complaints or much of a problem. Mayor Pruitt asked if there is a state law calling for a certain age limit before a person can operate a golf cart. Mr. Garza indicated that, no, currently there is no state prescribed minimum age limit. Councilmember Fowler asked if the city would assume any liability if no ordinance is passed. Mr. Garza indicated that, no, the city assumes no liability either way, pointing out that a local government has 'governmental immunity' anyway.

Discussion ensued regarding operating golf carts in master planned communities. Mr. Garza indicated that any local ordinance that might pass would not apply to master planned communities in the city because state law allows their operation in master planned communities whether they're gated or not gated. Mayor Pruitt asked if a golf cart driver could cross a state roadway to get from one master planned community over to another. Mr. Garza indicated that a driver could do this as long as doing so is within a 2 mile radius of a golf course.

 To clarify, Councilmember Townsend summarized that this ordinance would only apply to those residents not located in a master planned community, not living in a PD, and not located within 2 miles of a golf course. Mr. Garza concurred. Garza went on to indicate that a health and safety restriction probably could be applied, but he would have to check on this. However, such ordinance regulations would still not apply in a master planned community. Several city council members generally expressed that perhaps an ordinance is not needed at this time, as complaints about this issue are not prevalent and are very few. No action was taken concerning this item.

At 4:38 p.m., Mayor Pruitt read the below listed items (1-8) into the public record before recessing the meeting into Executive Session.

III. EXECUTIVE SESSION.

THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:

- 991. Discussion regarding Economic Development prospects pursuant to Section 551.087100 (Economic Development)
- Discussion regarding Agreement for Municipal Court Judge pursuant to Section
   551.074 (Personnel Matters) and Section 551.071 (Consultation with Attorney)
  - **3.** Discussion regarding purchase or lease of real property / land acquisition in the north part of the city for municipal purposes pursuant to Section § 551.072 (Real Property).
  - **4.** Discussion regarding possible development-related legal claim in the vicinity of Bourne Street pursuant to Section 551.071 (Consultation with Attorney)
  - **5.** Discussion regarding the city's concession agreement with Suntex Marina / Suntex RHCL Marina, LLC pursuant to Section § 551.071 Consultation with Attorney)
  - **6.** Discussion regarding possible legal claim related to Oncor pursuant to Section 551.071 (Consultation with Attorney)
  - **7.** Discussion regarding status of Rockwall Harbor Landing, Inc. vs. City of Rockwall pursuant to Section 551.071 (Consultation with Attorney).
  - **8.** Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission and Board of Adjustments pursuant to Section 551.074 (personnel matters)
- 116 IV. ADJOURN EXECUTIVE SESSION

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- 118 Executive Session was adjourned at 5:20 p.m.119
- 120 V. RECONVENE PUBLIC MEETING 121
- The public meeting reconvened at 6:00 p.m. 123
  - VI. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION
- Mayor Pro Tem Lewis made a motion to reappoint Kathy Mason Penn to serve as Municipal Court Judge. Councilmember White seconded the motion, which passed unanimously (7 ayes to 0 nays).
  - Mayor Pro Tem Lewis made a motion to appoint David Mallard to serve as Associate Municipal Court Judge. Councilmember Milder seconded the motion, which passed unanimously (7 ayes to 0 nays).
- Mayor Pro Tem Lewis made a motion to approve a settlement of a legal claim with Dewayne Cain in the amount of \$11,664.01. Councilmember White seconded the motion, which passed unanimously (7 ayes to 0 nays).
- 138 VII. INVOCATION AND PLEDGE OF ALLEGIANCE COUNCILMEMBER HOHENSHELT
- Councilmember Hohenshelt delivered the invocation and led the Pledge of Allegiance.
- 142 VIII. OPEN FORUM
- 144 Charles Miller145 821 Zion Hills Circle

Rockwall, TX

Regarding the potholes on FM-549 and IH-30, Mr. Miller expressed thanks to the city's pothole repair staff person in the Streets Department, expressing that it seems like something may be happening to address pothole concerns in this area. He went on to state that the weeds coming into town on SH-66 and along IH-30, as well as along other roadways within the city, are out of control and need to be addressed. He also has had recent problems with bulk pick up by the city's trash provider.

Martin Ramirez Rockwall County EMS 809 S. Goliad Rockwall, TX

Mr. Ramirez came forth indicating that he would like to speak to the council about the possible rescinding of the city ordinance related to exclusivity of EMS service provision. He pointed out that rescinding this ordinance would open up the flood gates to allow any provider to come in and service any of the twelve medical facilities in Rockwall, including Presby, Baylor, nursing homes and assisted living centers. He went on to explain that because of the exclusivity ordinance being in place, Rockwall County EMS has been able to cut subsidy costs by about 20% or just under \$100,000 for the most recent year. He generally expressed that revocation of this ordinance would likely result in more subsidy money being requested on an annual basis.

Richard Langley 2401 Sandstone Court Rockwall, TX

Mr. Langley indicated that he previously spoke before Council expressing concern about drainage associated with the project the council is considering approving along John King Boulevard. He thanked the staff, including Mr. LaCroix, for assuring him that the drainage will be safe. Regarding the issue of raising chickens, he encouraged the council to consider shortening the time that residents have to speak on matters like this because doing so would allow the Council an ability to address their concerns in a more timely fashion.

Mrs. Smith 609 Amherst Rockwall, TX

Regarding the draft golf cart ordinance that is being considered on Action Items this evening, she thanked the council and staff for the work that's gone into this ordinance draft. She went on point out a few, scrivener's errors that were in need of correction. In addition, she pointed out that ATVs have to have an orange, reflective flag attached on a 6-8' pole, and she encouraged the council to consider adding a similar provision for placement on golf carts. She also suggested that the council consider adding break lights as a requirement for golf carts 24 hours/day. She is glad that the council's draft ordinance includes a provision that a driver be a licensed driver or that they successfully complete a required driver's safety course. She wanted drivers to be required to carry proof of either / both with them when driving a golf cart.

#### IX. CONSENT AGENDA

- 1. Consider approval of the minutes from the June 15, 2015 regular city council meeting, and take any action necessary.
- 2. Z2015-018 Consider approval of an ordinance for a request by Herman Douglas Utley for a zoning change from a Single Family Estate 2.0 (SFE-2.0) District to a Single Family Estate 1.5 (SFE-1.5) District for a 4.502-acre tract of land identified as Tract 1 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Single Family Estate 2.0 (SFE-2.0) District, situated within the SH-205 By-Pass (SH-205 BY OV) District, addressed as 1815 E. Old Quail Run Road, and take any action necessary. (2nd Reading)
- 3. Z2015-017 Consider approval of an ordinance for a request by Jonathan Hake of Cross Engineering Consultants, Inc. on behalf of the owner Kenneth R. Smith of K. R. Smith Holdings, LLC for a Specific Use Permit for Commercial Amusement/Recreation (Outside) to allow a baseball training facility to be constructed on a six (6) acre tract of land identified as Tract 4-07 of the N. Butler Survey, Abstract No. 20, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 By-Pass Corridor Overlay (SH-205 BY-OV) District, located on the north side of Airport Road west of the intersection of Airport Road and John King Boulevard, and take any action necessary. (2nd Reading)
- 4. P2015-019 Consider approval of a request by Harold Fetty of H. D. Fetty Land Surveyor, LLC on behalf of the owner Doug Utley for the approval of a final plat for Lots 1 & 2, Block A, Utley Addition 4.49-acre parcel of land currently identified as Tract 1 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Single Family Estate 2.0 (SFE-2.0) District, situated within the SH-205 By-Pass Overlay (SH 205 BY-OV) District, addressed as 1751 & 1815 E. Old Quail Run Road, and take any action necessary.
- P2015-020 Consider approval of a request by Caprice Michelle of Rockwall Rustic Ranch, LLC for the approval of a replat for Lot 1, Block A, Rockwall Rustic Ranch Addition being a 0.53-acre parcel of land currently identified as Lot B, Block 123, B. F. Boydston Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 50 (PD-50) for Residential Office (RO) District uses, situated within the North Goliad Corridor Overlay (NGC OV) District, addressed as 406 N. Goliad Street, and take any action necessary.
- 6. P2015-027 Consider approval of a request by Jimmy Strohmeyer of Strohmeyer Architects, Inc. on behalf of Dr. Umar Burney of the North Dallas Rockwall Land Investors, LLC for the approval of a replat for Lot 3, Block A, Ridge/Summer Lee Addition being a replat of 1.6121-acre tract of land identified as Lot 2, Block A, Ridge/Summer Lee Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses, located at the southwest corner of the intersection of Oak Drive and Summer Lee Drive, and take any action necessary.

- 7. P2015-028 Consider approval of a request by David Greer of Bannister Engineering on behalf of Ben McMillian of Ben McMillian Properties, LLC for the approval of a replat for Lot 1, Block A, Hazel and Olive Addition being a 0.421-acre tract of land composed of two (2) parcels of land identified as Block 19A & 19B, Amick Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 50 (PD-50) for Residential-Office (RO) District land uses, addressed as 503 N. Goliad Street [SH-205], and take any action necessary.
- 8. Consider authorizing the expenditure of funds from insurance claim proceeds in the amount of \$195,955.00 to make needed repairs at the Harbor boat docks and a contingency fund of \$10,000 from insurance claim proceeds, and take any action necessary.
- 9. Consider authorizing the city manager to enter into an agreement for the purchase of upgrades to the recreation facility and reservation system software in the amount of \$18,764.62 to be funded by Recreational Development Funds, and take any action necessary.
- **10.** Consider authorizing the city manager to execute a contract with Binkley & Barfield, Inc. to perform the engineering design services for the Greencrest Drive Water Line Replacement Project in the amount of \$49,070 to be funded out of the 2008 water and sewer revenue bonds, and take any action necessary.

Councilmember Lewis pulled item #8 for further discussion. Councilmember Milder then made a motion to approve the remaining Consent Agenda items (#1, 2, 3, 4, 5, 6, 7, 9 and 10). Mayor Pro Tem Lewis seconded the motion. The ordinances were read as follows:

### CITY OF ROCKWALL ORDINANCE NO. 15-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED SO AS TO FURTHER AMEND THE ZONING MAP TO ADOPT A CHANGE IN ZONING FROM A SINGLE-FAMILY ESTATE 2.0 (SFE-2.0) DISTRICT TO A SINGLE-FAMILY ESTATE 1.5 (SFE-1.5) DISTRICT FOR A 4.502-ACRE TRACT OF LAND IDENTIFIED AS TRACT 1 OF THE S. R. BARNES SURVEY, ABSTRACT NO. 13, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

#### CITY OF ROCKWALL ORDINANCE NO. <u>15-18</u> SPECIFIC USE PERMIT NO. <u>S-138</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) ALLOWING FOR A COMMERCIAL AMUSEMENT/RECREATION FACILITY (OUTDOOR) AND MORE SPECIFICALLY A BASEBALL TRAINING FACILITY, WITHIN A COMMERCIAL (C) DISTRICT, BEING A SIX (6) ACRE TRACT OF LAND IDENTIFIED AS TRACT 4-07 OF THE N. BUTLER SURVEY, ABSTRACT NO. 20, AND GENERALLY LOCATED ON THE NORTHWEST QUADRANT OF AIRPORT ROAD AND JOHN KING BOULEVARD, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT 'A' AND

AS DEPICTED IN EXHIBIT 'B'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

 The motion passed unanimously of council (7 ayes to 0 nays).

Regarding Consent Agenda Item #8, Mayor Pro Tem Lewis asked why the repairs associated with this project/expenditure were not placed out for bid. Assistant City Manager Brad Griggs indicated that the damage at the boat docks presents a need for immediate, emergency repairs because delaying the repairs may impede public safety. So, since the need is an emergency need, and since the boat docks were a custom-made product by a certain vendor, bids were not requested. Mayor Pro Tem Lewis then made a motion to approve Consent Agenda item #8. Councilmember White seconded the motion, which passed unanimously of council present (7 ayes to 0 nays).

#### X. APPOINTMENTS

1. Appointment with the Planning and Zoning Chairman to discuss and answer any questions regarding cases on the agenda and related issues and take any action necessary.

Chairman of the Planning & Zoning Commission, Craig Renfro, came forth and briefed the city council on recommendations of the Commission relative to the Public Hearing item on tonight's council meeting agenda. He indicated that Commissioner Conley and Commissioner Logan were not in attendance when this item was recently heard at the Planning & Zoning Commission Meeting. He stated that the P&Z Commission agreed by a vote of 3 in favor, 2 against to table this item at the request of the applicant. He explained that this is for a request to change zoning to allow for about 560 residential lots just west of the Rockwall Technology Park. He indicated that the applicant had previously explained, during a work session, that a baseball complex of some sort would be included with this development along with a location for the Boys & Girls Club and a generous donation of land to the city. However, when the zoning case came forward, the baseball complex had been removed from the proposal, as well as the Boys & Girls Club aspect, and the donation of land was discovered to be relatively unusable land located in a flood plain. He explained that these changes were not well received by some of the P&Z Commissioners. They also do not like front yard setbacks of 15' (instead of 20') that are being proposed, and they have concerns about traffic flow. They are also not comfortable with the proposed trail system access, and the fire department access being proposed was not sufficient either. So, the applicant requested that this item be tabled to allow them some time to make some revisions to be brought back for consideration. Therefore, the P&Z tabled this item.

Following Mr. Renfro's comments, the Council took no action related to this appointment item.

#### XI. PUBLIC HEARING ITEMS

 1. **Z2015-016** - Hold a public hearing to discuss and consider approval of an **ordinance** for a request by Stacey McVey of Double Eagle Properties on behalf of the owner 308 ON 276 LP for a zoning change from an Light Industrial (LI) District to a Planned Development District for Single Family

10 (SF-10) and General Retail (GR) District land uses, on a 316.315-acre tract of land identified as Tract 1 of the M. E. Hawkins Survey, Abstract No. 100, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, located at the northeast corner of the intersection of Rochelle Road and SH-276, and take any action necessary. (1st Reading) (postponed due to P&Z Commission tabling)

Mayor Pruitt announced and acknowledged that this case has been postponed. Therefore, no action was taken by council concerning this agenda item at this time.

#### XII. ACTION ITEMS

1. Z2015-014 - Discuss and consider approval of an ordinance for a request by Cole Franklin of the Skorburg Company on behalf of the owner of the Lonnie Gideon Estate for a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District land uses, on a 29.192-acre tract of land identified as a portion of Tract 1-01 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the 205 By-Pass Corridor Overlay (205 BY-OV) District, located at the northeast corner of the intersection of E. Quail Run Road and John King Boulevard, and take any action necessary. (2nd Reading)

Regarding this item, Councilmember White made a motion to approve Z2015-014. Councilmember Hohenshelt seconded the motion. The ordinance was read as follows:

### CITY OF ROCKWALL ORDINANCE NO. <u>15-20</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO PLANNED DEVELOPMENT DISTRICT 77 (PD-77) FOR SINGLE FAMILY 10 (SF-10) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 29.192-ACRE TRACT OF LAND IDENTIFIED AS A PORTION OF TRACT 1-01 OF THE S. R. BARNES SURVEY, ABSTRACT NO. 13, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A'; 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 AN EFFECTIVE DATE.

#### The motion passed by a vote of 6 in favor with 1 against (Townsend).

2. Discuss and consider approval of an **ordinance** adding Sections 26-290 to 260-296 "Operation of Golf Carts" to Chapter 26. Motor Vehicles and Traffic, Article IV. Bicycles, Golf Carts and Play Vehicles, Division 5 of the Municipal Code of Ordinances to authorize the operation of golf carts within the city limits, and take any action necessary. **(1st reading)** 

City Attorney Frank Garza provided brief comments, indicating that, per council's direction at the last meeting, some changes were made to the previously proposed golf cart ordinance related to operation of golf carts on city streets. He pointed out that, by state law, the city may not regulate golf carts within a master planned community or if the golf carts being operated are located within two miles of a golf course.

Councilmember Milder pointed out that, during the work session that took place earlier this afternoon, it was discussed that passing an ordinance like this would not affect very many neighborhoods in the city because a lot of the neighborhoods are located within master planned communities.

After brief comments by Milder, no motion was presented, so no action was taken concerning this agenda item.

**3.** Discuss and consider the provisions of Chapter 12. Businesses & Sales, Article XII. Ambulance Service of the Code of Ordinances, and take any action necessary.

Mayor Pro Tem Lewis asked for clarification regarding if he needs to recuse himself from this discussion item because his wife is a nurse at Presbyterian Hospital. Mr. Garza indicated that, unless his wife has direct input regarding the selection and use of an ambulance service provider, there is not a need for him to recuse himself. Lewis indicated that his wife does not have any input regarding the provision of ambulance service, so he stayed for the discussion.

Mayor Pruitt then provided detailed background information related to this agenda item, explaining the city's existing 'exclusivity ordinance' and how it impacts the local hospitals and the countywide ambulance service provider, both with regards to keeping the ordinance in place and regarding revoking it.

 Mayor Pro Tem Lewis, who serves on the countywide Emergency Services Corporation Board (ESC) with Mayor Pruitt, provided brief comments as well, indicating that he understands that revoking our city ordinance may in fact result in Medic Rescue (service provider in the county) having to ask for an increased subsidy from the ESC in future years. He explained that Royse City was considering instituting an exclusivity ordinance; however, their city attorney advised against it because he believed it would create a monopoly. He pointed out that various cities around Ft. Worth who contract with MedStar maintain similar exclusivity ordinances; however, he is personally in favor of our city revoking its exclusivity ordinance.

City Attorney Frank Garza spoke briefly about how some of the other cities he represents do have exclusivity provisions in place regarding emergency transports, but that they generally do not have exclusivity provisions in place regarding non-emergency transports.

 Councilmember Fowler pointed out that he does not believe it is a 'monopoly' any more than the city contracting exclusively with a trash service provider is a monopoly. The only difference is that a citizen does not commit a criminal offense if they use a different provider to pick up their trash. Fowler indicated that he would like to see a lot more information, have more extensive discussion and more time to consider this issue before voting to repeal the current ordinance.

Councilmember Townsend asked the city attorney for clarification regarding if the city could possibly amend the ordinance to still keep the exclusivity provision in place, yet not make it a criminal offense to violate its provisions. He expressed that he does have some level of concern with opening up the door to ambulance service providers with

whom our city is not familiar and does not have knowledge of regarding their level of service and care.

Councilmember White indicated that he also does not feel he has enough information to take action on this agenda item this evening. He has never heard or personally received any complaints from the hospitals or any citizens or members of the public concerning Medic Rescue's service. He would like to see staff, Pruitt and Lewis assimilate additional information on past history that has transpired related to this issue. He would also like to see Mary Smith prepare some information on the potential financial impact. Pruitt indicated that Smith won't be able to do so because she does not have access to Medic Rescue's business financials. Pruitt indicated that the only thing the Council has been given in regards to the potential financial impact is Medic Rescue's email today stating that if they cannot keep Presby's business, they will lose \$600,000 per year.

Councilmember Fowler indicated that he would like additional information on this issue, and he would like to have some conversations with Mitch and Tim, representatives of the current EMS service provider (Medic Rescue), before moving forward with any potential ordinance change.

Councilmember Milder indicated that he too would like to receive some additional information before making any decision. He has some concerns that the city's ultimate cost (annual payment to the ES Corp. for ambulance service subsidy) may increase.

Mayor Pruitt requested that a work session be scheduled for the Monday, July 20<sup>th</sup> city council meeting to further discuss this topic. White requested that Presby Hospital, Baylor, the EMS company representatives, etcetera be allowed to come forth to plead their case and express their concerns. Hohenshelt requested that such information submitted by the various stakeholders (Presby hospital and Medic Rescue) please be submitted to the city council for review and consideration in advance of the scheduled work session to allow ample time for thorough review of said information in advance.

**4.** Discuss and consider animal surrender policies at the Rockwall Animal Adoption Center, and take any action necessary.

Mayor Pruitt provided background information on this agenda item, generally explaining that, more and more, animals are showing up in our city shelter that are suspected to have come from places and individuals living outside of our city limits. This is causing our space to be 'maxed out,' and it is beginning to cause problems with maintaining our 90% live outcome. Molly Petterson who runs the shelter via contract has met with Pruitt to express that this is problematic, and she would like to see the city institute an ordinance that has some 'teeth' to it that would make it an offense, including an associated fine, to surrender animals to our shelter if they truly did not originate from within our city limits. Councilmember White suggested that perhaps the council could consider placing a limit on the number of animals that a citizen can surrender to our city shelter each year.

Council directed the city attorney to draft an ordinance for the council to discuss and consider at its next meeting on July 20<sup>th</sup>.

**5.** Discuss and consider approval of a policy for the construction of structures, including a dock deck, fixed pier or boathouse within Lake Ray

Hubbard for properties eligible to lease the Lake Ray Hubbard Takeline adjacent to the property, and take any action necessary.

 Planning Director Robert LaCroix provided background information related to this agenda item. Mr. LaCroix explained that the ability for a property owner to construct one of these structures in the lake depends on their eligibility to lease the 'take line' area adjacent to their property. All eligible properties were initially surveyed and identified along the perimeter of the lake prior to establishing the 'Take Line Overlay District,' creating the requirements and standards for the take line area. The setback requirements for structures in the leased 'take line' area are measured from the extension of the side property lines as indicated on the survey. However, the forty (40') feet of area into the lake, beyond the leased 'take line', that is allowed to be used for boathouses and docks was not clearly determined in measuring setback requirements. Generally staff has extended those imagery survey lines from each survey into the unleased lake area to determine the location of boathouses for construction. However, this practice has presented problems with certain properties that are allowed to lease but, due to the extension of the survey lines into the lake, has narrowed their building area to the point of having to reduce the size of their boathouse or completely eliminate the ability to build a boathouse. The intent of the 'Take Line Overlay District' was to establish consistency for all structures on the lake with similar materials and appearance and to allow property owners to enjoy and invest in their lake property and, in so doing, provide the needed erosion control that preserves the shoreline. He explained that staff is seeking some policy direction from the Council to have the flexibility to establish the imagery survey lines into lake that will allow all property owners the ability to build structures i.e. boathouses and docks.

Following Mr. LaCroix's explanation, Councilmember Hohenshelt made a motion to instruct staff to draft and bring back a policy for the council to consider at the next city council meeting. Councilmember Milder seconded the motion, which passed unanimously of council (7 ayes to 0 nays).

**6.** Discuss and consider citywide roadway / thoroughfare planning, and take any action necessary.

City Engineer Tim Tumulty provided background information related to this agenda item. He indicated that the Rockwall County Master Thoroughfare Plan was previously brought forth to Council for review. Subsequently, Rockwall's requested changes were turned over to the County's consultant, who will review and make those changes accordingly. Eventually, the plan will be brought back to the city council for review/approval, and aspects of the County's master thoroughfare plan will be incorporated into the city's master thoroughfare plan. Mr. Tumulty explained that the city's thoroughfare plan would go through a process of going before the P&Z Commission for review and public hearing, and then it would come forth before Council for a public hearing and review. Following his presentation, council expressed general consensus on moving forward with this process. However, no formal action was taken by council concerning this agenda item.

Mayor Pruitt pointed out that this is the last city council meeting that Police Chief Mark Moeller will be attending prior to his upcoming retirement. He thanked the chief for his years of service to the city. Chief Moeller then thanked the council and expressed that

he has	enjoyed	his	years	of	service	here	in	Rockwall	and	is	looking	forward	to	his
retireme	ent.													

Pruitt shared that City Manager Rick Crowley's mother passed away, and his mother's funeral is scheduled in Hamlin, TX tomorrow.

- XIII. CITY MANAGER'S REPORT TO DISCUSS CURRENT CITY ACTIVITIES, UPCOMING MEETINGS, FUTURE LEGISLATIVE ACTIVITIES, AND OTHER RELATED MATTERS.
  - 1. Departmental Reports
    Building Inspections Monthly Report May 2015
    Police Department Monthly Report May 2015
    Fire Dept. Monthly Reports May 2015
    Harbor PD Monthly Report May 2015
    Internal Operations Department Monthly Report May 2015
    Recreation Monthly Report May 2015
    Rockwall Animal Adoption Center Monthly Report May 2015
  - **2.** City Manager's Report

Mrs. Smith, Assistant City Manager, reminded the City Council of various, upcoming receptions scheduled to honor several staff members who are retiring. She thanked the Parks & Rec staff for all the recent work on the 4<sup>th</sup> of July fireworks event. Mayor Pruitt indicated that it was the best fireworks he's seen in Rockwall, and he thanked staff for their efforts.

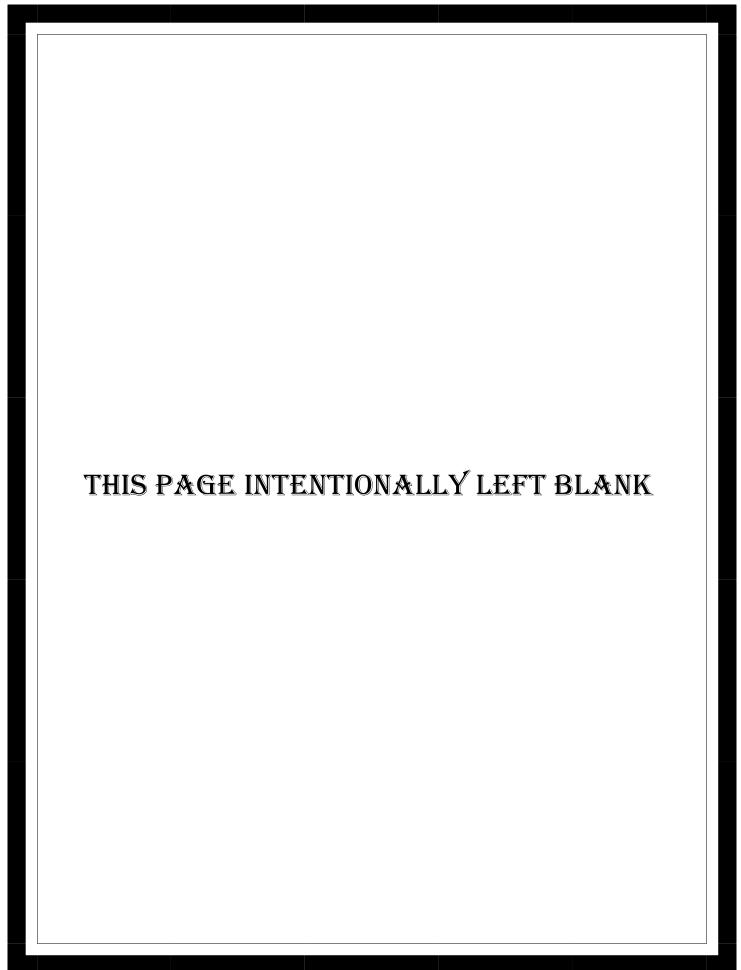
The Council did not reconvene in Executive Session following the conclusion of the public meeting agenda.

#### XIV. EXECUTIVE SESSION

THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:

- **1.** Discussion regarding Economic Development prospects pursuant to Section 551.087 (Economic Development)
- **2.** Discussion regarding Agreement for Municipal Court Judge pursuant to Section 551.074 (Personnel Matters) and Section 551.071 (Consultation with Attorney)
- **3.** Discussion regarding purchase or lease of real property / land acquisition in the north part of the city for municipal purposes pursuant to Section § 551.072 (Real Property).
- **4.** Discussion regarding possible development-related legal claim in the vicinity of Bourne Street pursuant to Section 551.071 (Consultation with Attorney)
- **5.** Discussion regarding the city's concession agreement with Suntex Marina / Suntex RHCL Marina, LLC pursuant to Section § 551.071 (Consultation with Attorney)
- **6.** Discussion regarding possible legal claim related to Oncor pursuant to Section 551.071 (Consultation with Attorney)
- **7.** Discussion regarding status of Rockwall Harbor Landing, Inc. vs. City of Rockwall pursuant to Section 551.071 (Consultation with Attorney).

598 599 600		<ol> <li>Discussion regarding (re)appointments to committees including the Building and Adjustments pursuant to Section 551.074</li> </ol>	Standards Commission and Board of
601 602 603 604		RECONVENE PUBLIC MEETING & TAKE ANY ACT  Council did not reconvene in Executive Se ic meeting agenda.	
605 606 607	XVI.	ADJOURNMENT	
608 609 610	The m	meeting was adjourned at 7:27 p.m.	
611	PASS	SED AND APPROVED BY THE CITY COUNCIL	L OF THE CITY OF ROCKWALL, TEXAS
612	THIS	<u>20<sup>th</sup> DAY OF JULY, 2015</u> .	
613			
614 615 616 617	ATTE	EST:	Jim Pruitt, Mayor
618	Kristv	y Ashberry, City Secretary	



#### INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF MIDLOTHIAN, Texas (hereinafter called "CITY OF MIDLOTHIAN"), and the CITY OF ROCKWALL, Texas (hereinafter called "ROCKWALL"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF MIDLOTHIAN and ROCKWALL are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function:

WHEREAS, CITY OF MIDLOTHIAN and ROCKWALL wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF MIDLOTHIAN and ROCKWALL may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF MIDLOTHIAN and ROCKWALL through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF MIDLOTHIAN and ROCKWALL have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF MIDLOTHIAN and ROCKWALL agree as follows:

- 1. CITY OF MIDLOTHIAN and ROCKWALL may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
- 2. CITY OF MIDLOTHIAN and ROCKWALL shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF MIDLOTHIAN and ROCKWALL shall each make their respective payments from current revenues available to the paying party.
- 3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).
- 4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

- 5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on July 1, 2016, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.
- 7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.
- 8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.
- 9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- 10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.
- 11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.
- 12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other that those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.
- 13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day	and year first a	above written.
CITY OF MIDLOTHIAN		CITY OF ROCKWALL
By: City Manager		By: Richard Crowley City Manager
STATE OF TEXAS	§	
COUNTY OF ELLIS	§	
This instrument was acknowle by, C home-rule municipal corporation	City Manager o	e on the day of, 2015, f the CITY OF MIDLOTHIAN, TEXAS, a such corporation.
		Notary Public in and for the State of Texas
STATE OF TEXAS	§	
COUNTY OF ROCKWALL	§	
This instrument was acknowle 2015, by municipal corporation, on behavior	of the CIT	Y OF ROCKWALL, TEXAS, a home-rule
		Notary Public in and for the State of Texas

# CITY OF ROCKWALL, TEXAS RESOLUTION NO. 15-19

Of

### City of Rockwall, Texas Cooperative Member

**WHEREAS**, the City of Rockwall, Texas, (hereinafter "Cooperative Member") pursuant to the authority granted by Article 791 et seq. of the Interlocal Cooperation Act, as amended, desires to participate in the statewide purchasing program of the Cooperative;

WHEREAS, the City of Rockwall, Texas, has elected to be a Cooperative Member in the Texas Local Government Purchasing Cooperative (hereinafter "Cooperative"), a program created by local governments in accordance with and pursuant to the Interlocal Cooperation Act ("Act"), Chapter 791, Texas Government Code:

**WHEREAS**, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the City of Rockwall (local government) through the efficiencies and potential savings to be realized; and

**WHEREAS**, the Cooperative Member desires to participate and join with other local governments in a cooperative Interlocal agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services.

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

**SECTION 1.** the Cooperative Member does request that the Cooperative include its stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, on the Cooperative's Purchasing Program and award contracts for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative's contracts; and that Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate;

<u>SECTION 2.</u> the City Council of the City of Rockwall does hereby authorize its City Manager to execute the Interlocal Participation Agreement that includes the adoption and approval of the City of Midlothian Interlocal Agreement previously executed and adopted by two or more local governments; and

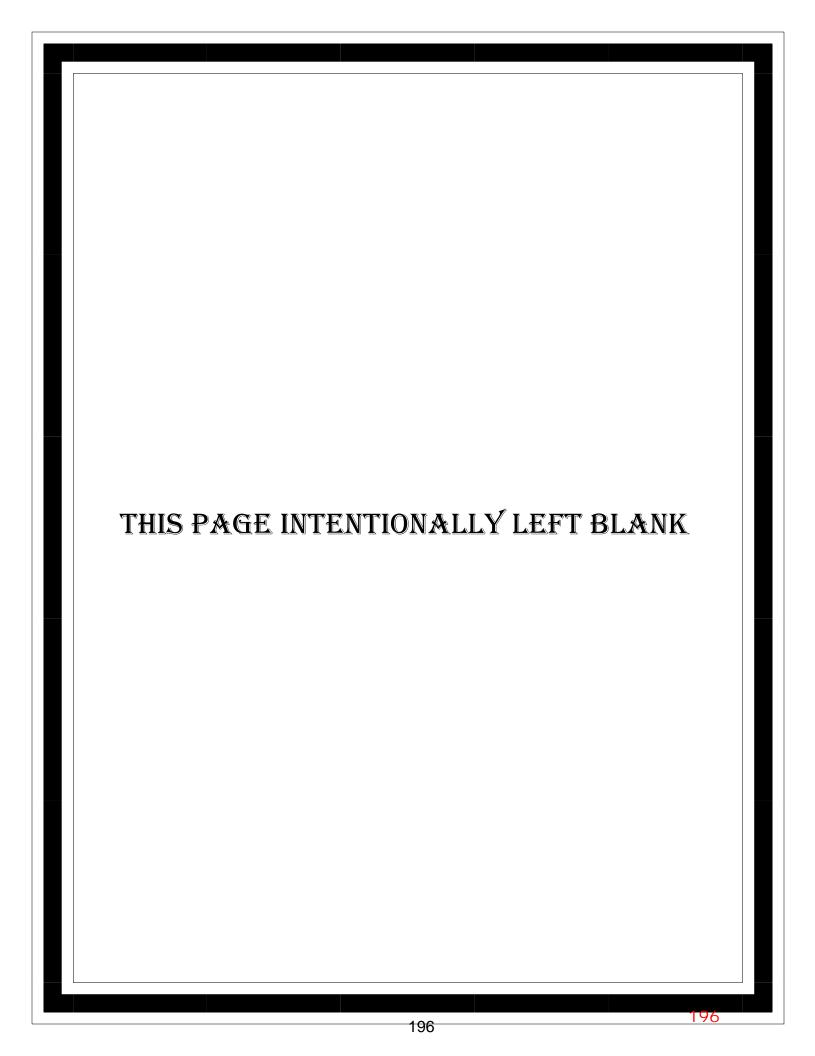
**SECTION 3.** the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The City Council has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS and reflected in the official minutes of the regular city council meeting on this the 20<sup>TH</sup> day of July, 2015.

City of Rockwall, Texas, Cooperative Member	
	Jim Pruitt
	Mayor of Rockwall, Texas
ATTEST	

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Kristy Ashberry
City Secretary





#### **MEMORANDUM**

TO: Rick Crowley, City Manager

FROM: Timothy M. Tumulty, Director of Public Works/City Engineer

**DATE:** July 17, 2015

SUBJECT: Hot Rocks Bike Ride – City Council Resolution

The Hot Rocks Bike Ride is sponsored by the Rockwall Rotary Club on an annual basis. This year's event is scheduled for Saturday, August 8, 2015 from 6:30 AM to 3:00 PM. A portion of the bike ride course will utilize a few State roadways on the north and south parts of the City. The race will begin and move north on John King Boulevard and turn right on FM 552. They will remain on FM 552 until the reach FM 1138. The bike riders will enter our southern border of the City at FM 549 from FM 3097 to SH 205. At SH 205, they will turn left to the north and travel to John King Boulevard and return to the starting point. The Rockwall Police Department will assist in the partial closure of various lanes of these State roadways as well as furnish traffic control at other intersections along the race route within our City. The Texas Department of Transportation (TxDOT) requires a City Council resolution supporting a request to allow the partial closure of these various State roadways.

Staff request City Council consideration to approve the attached resolution allowing a temporary partial closure of FM 552 (John King Boulevard to the Rockwall East City Limits), FM 549 (FM 3097 to SH 205) and SH 205 (FM 549 to South John King Boulevard) for the Hot Rocks Bike Ride on Saturday, August 8, 2015 from 6:30 AM to 3:00 PM.

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TMT:em

#### **Attachments**

Cc:

Mary Smith, Assistant City Manager Brad Griggs, Assistant City Manager Amy Williams, Assistant City Engineer Billy Chaffin, Superintendent of Streets & Drainage File

### CITY OF ROCKWALL, TEXAS RESOLUTION NO. 15-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, FINDING THAT A NECESSITY EXISTS TO TEMPORARILY CLOSE A PORTION OF A CERTAIN STATE ROADWAYS TO FACILITATE THE HOT ROCKS BIKE RIDE; HEREBY REQUESTING THAT THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) GRANT PERMISSION TO THE CITY OF ROCKWALL FOR SAID EVENT AND AUTHORIZE THE CITY OF ROCKWALL TO PARTIALLY CLOSE FM 552 (JOHN KING BOULEVARD TO THE EAST CITY LIMITS), FM 549 (FM 3097 TO SH 205) AND SH 205 (FM 549 TO SOUTH JOHN KING BOULEVARD) BETWEEN THE HOURS OF 6:30 A.M. AND 3:00 P.M. ON SATURDAY, AUGUST 8, 2015 PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the Rockwall City Council recognizes the value of physical fitness and the benefits of a healthy community; and

WHEREAS, the Rockwall City Council wants to promote healthy lifestyles in our community by providing fitness opportunities and encouraging cyclist to participate in either the 40 mile or 60 mile ride in the Hot Rocks Bike Ride in Rockwall, Texas; and

WHEREAS, the Rockwall City Council hereby finds that necessity exists to temporarily partially close FM 552 (John King Boulevard to the East City Limits), FM 549 (FM 3097 to SH 205) and SH 205 (FM 549 to South John King Boulevard) for the Hot Rocks Bike Ride sponsored by the Rockwall Rotary Club; and

WHEREAS, the Rockwall City Council supports submission of a temporary partial closure request for State maintained roadways, for FM 552 (John King Boulevard to the East City Limits), FM 549 (FM 3097 to SH 205) and SH 205 (FM 549 to South John King Boulevard) to the Texas Department of Transportation to facilitate the Hot Rocks Bike Ride on Saturday, August 8, 2015 between the hours of 6:30 a.m. and 3:00 p.m.; and

WHEREAS, the Rockwall City Council hereby agrees to support said request by providing traffic control for the event; and

**WHEREAS**, the temporary partial closing of these sections of FM 552, FM 549 and SH205 will create a safer environment for event participants and spectators;

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

- **Section 1.** That a formal request is hereby made to TXDOT to approve the request of the Rockwall City Council to temporarily partial close the aforementioned sections of FM 552, FM 549 and SH205 at the above stated date and time; and
- **Section 2.** That this resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED BY TEXAS, this <u>20<sup>th</sup></u> day of <u>July</u> , <u>2015</u> .	THE CITY COUNCIL OF	F THE CITY	OF ROCKWALL,
ATTEST:	Jim Pruitt, Mayor	r	

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Kristy Ashberry, City Secretary

#### Hot Rocks Bike Ride

Event name: Hot Rocks Bike Ride (60 Mile and 40 Mile Course)

Event Coordinator: Rockwall Rotary Club

**David Watlington** 

Phone: 214-403-7652

Email: davidwatlington@gmail.com

When: Saturday August 8th, 2015; 6:30 AM to 3:00 PM

Number of participants: approximately 1,500

Location: Event starts and ends at Rockwall ISD Football Stadium at 1201 TL Townsend Drive with a 60 mile and a 40 mile bike ride.

# 60 Mile Route. http://www.trainingpeaks.com/sr/NCRRS76TEFP7XG2VAMOXTIUOQM TOWNSEND/JUSTIN/INDUSTRIAL/AIRPORT TO KING NORTH

\*Recommend not using any cones on John King Northbound between Airport and 552. The cones contributed to at least one very serious accident last year.

JOHN KING NORTH TO 552 EAST (552 surface is much better than before and much better than 66)

552 EAST TO 1138 NORTH

1138 NORTH TO 6 EAST

6 EAST TO FM 1138 NORTH AND TURN LEFT TO GO TO HUBBARD RD (VALERO station)

RIGHT AT VALERO STATION TO GO EAST ON HUBBARD RD TO JOSEPHINE AND RE-JOIN 6 EAST.

\*Intersection of Hubbard and Sebastian in Josephine needs to be swept (gravel)

6 EAST TO 1777 SOUTH

1777 SOUTH TO 66 EAST

66 EAST TO FM 2642 SOUTH

2642 SOUTH PAST ROYSE CITY HS

RIGHT ON OLD GREENVILLE ROAD AND MAKE WAY TO 548 SOUTH

\*The short connector street between Old Greenville and the 30 service road could use patching.

548 SOUTH TO 276 WEST

\*Several large cracks on 548 between 30 and 276.

276 WEST TO 550 SOUTH

\*276 shoulder has cracks, drop-offs, and debris.

550 SOUTH/WEST TO 205

CROSS 205 AND CONTINUE 550 TO SOUTH SMITH

LEFT ON SOUTH SMITH AND GO TO CONNIE

\*Sweep gravel at intersection of South Smith and 550

RIGHT ON CONNIE

\*Sweep gravel at intersection of Connie and South Smith

#### CONNIE TO CORNSTALK

\*Sweep gravel at Connie/Cornstalk intersection

#### RIGHT ON CORNSTALK TO STEVENS

\*Several large cracks on Cornstalk.

RIGHT ON STEVENS TO MCDONALD

LEFT ON MCDONALD AND CONTINUE ON TO RABBIT RIDGE AT 550

\*Several large cracks on McDonald.

STAY ON RABBIT RIDGE TO 549

\*Several cracks on Rabbit Ridge.

RIGHT ON 549 TO 205 NORTH

205 NORTH TO JOHN KING NORTH

\*205 Shoulder needs to be swept of debris

RETURN TO STADIUM VIA AIRPORT/INDUSTRIAL/JUSTIN/TOWNSEND, WITH ADDITIONAL LOOP ON JOHN KING IF NEED MILEAGE.

40 Mile Route. http://www.trainingpeaks.com/sr/JPQJFBKLMBR4DG2VAMOXTIUOQM

SAME ROUTE AS 60 MILE ROUTE UNTIL INTERSECTION OF 1777 AND 66 WHERE 40 MILERS WILL TURN RIGHT ON 66 INSTEAD OF LEFT.

66 WEST TO 552 WEST

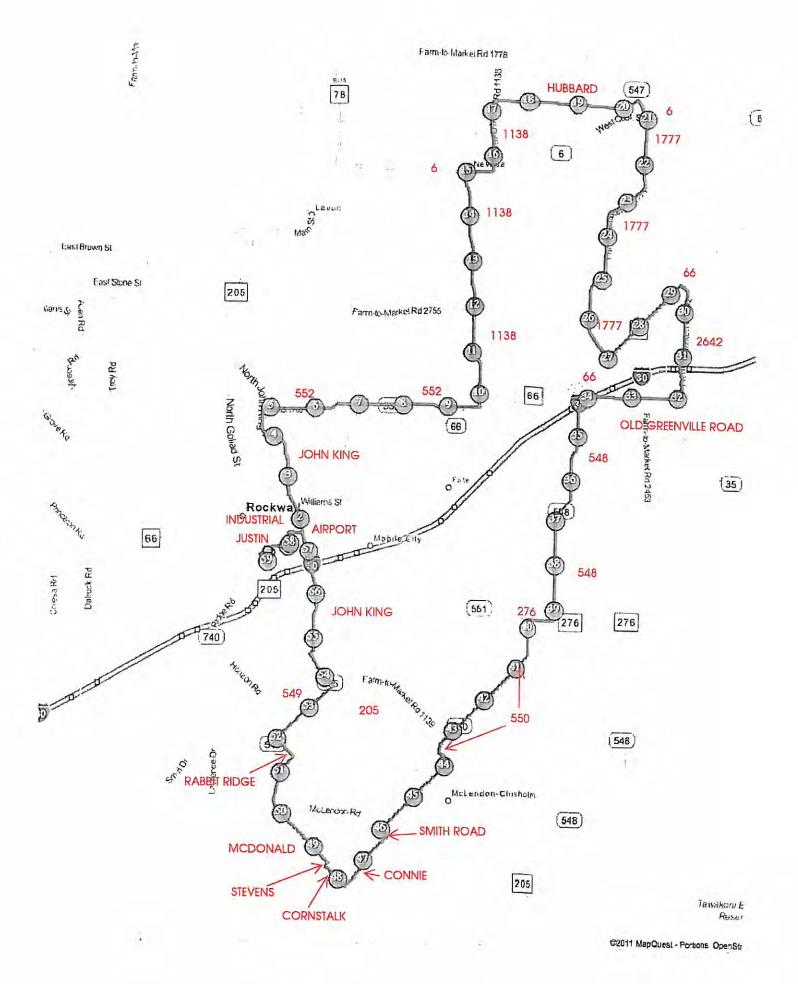
CONTINUE WEST ON 552 AND HEAD TO JOHN KING

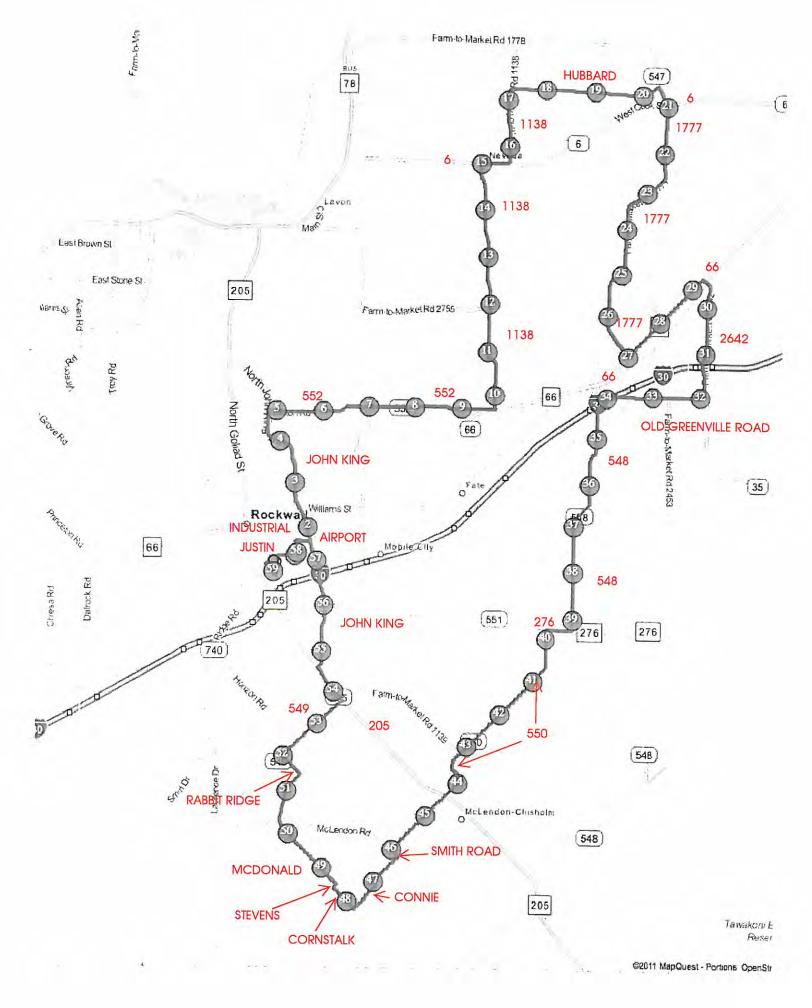
LEFT ON JOHN KING SOUTHBOUND AND CONTINUE TO AIRPORT.

\*Probably okay to use cones on the southbound stretch of John King for the 10mile and 40mile routes.

RETURN TO STADIUM VIA AIRPORT/INDUSTRIAL/JUSTIN/TOWNSEND.

\*\*\*Major advantage of this route is that it cuts way down on the number of riders going through Royse City on 548 and completely takes 276 off the route, which is a dangerous road and frustrates cars.





STATE OF TEXAS §

COUNTY OF TRAVIS §

### AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Rockwall, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

#### WITNESSETH

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including FM 552, FM 549 and SH 205 in THE City of Rockwall, Rockwall County; and

**WHEREAS**, the local government has requested the temporary closure of FM 552 from John King Boulevard to the east City limits, FM 549 from FM 3097 to SH 205 and SH 205 from FM 549 to South John King Boulevard for the purpose of Hot Rocks Bike Ride on August 8, 2015, from 6:30 A.M. to 3:00 P.M. as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

**WHEREAS**, on the 20th day of July, 2015, the Rockwall City Council passed Resolution No. 14-\_\_\_, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

#### AGREEMENT

#### Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Agreement No.	

#### Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any manmade or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

#### Article 3. OPERATIONS OF THE EVENT

- **A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- **B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
- **C**. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.
- **D**. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
- **E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- **F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- **G.** The local government hereby assures the State that there will be appropriate passage Traffic–Traffic Closure Incorporated (TEA30A)

  Page 2 of 8

  Rev. 05/02/2008

Agreement No.	
•	

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

**H.** The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

#### Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### Article 5. TERMINATION

- **A.** This agreement may be terminated by any of the following conditions:
  - (1) By mutual written agreement and consent of both parties.
  - (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
  - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
  - (4) By satisfactory completion of all services and obligations as set forth herein.
- **B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

#### Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### Article 8. INSURANCE

**A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

Traffic\_Traffic\_Closure Incorporated (TEA30A) Page 3 of 8 Rev. 05/02/2008

Agreement No.					

that the local government and/or its contractors are encroaching upon the State right of way. **B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

#### **Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

#### Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

#### Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Rockwall	Texas Department of Transportation
385 S. Goliad	4777 U.S. Highway 80 East
Rockwall, Texas 75087	Mesquite, TX 75150-6643
Attn: City Manager	Attn: Kelly Selman, P.E.

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

#### **Article 13. SOLE AGREEMENT**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

<b>IN TESTIMONY WHEREOF</b> , the parties her in duplicate counterparts.	eto have caused these presents to be executed
THE CITY OF ROCKWALL Executed on behalf of the local government	by:
ByCity Official	Date
Typed or Printed Name and Title Rick Crow	<u>ger</u>
•	proved for the Texas Transportation Commission or carrying out the orders, established policies or chorized by the Texas Transportation
By District Engineer	Date

Agreement No.\_\_\_\_

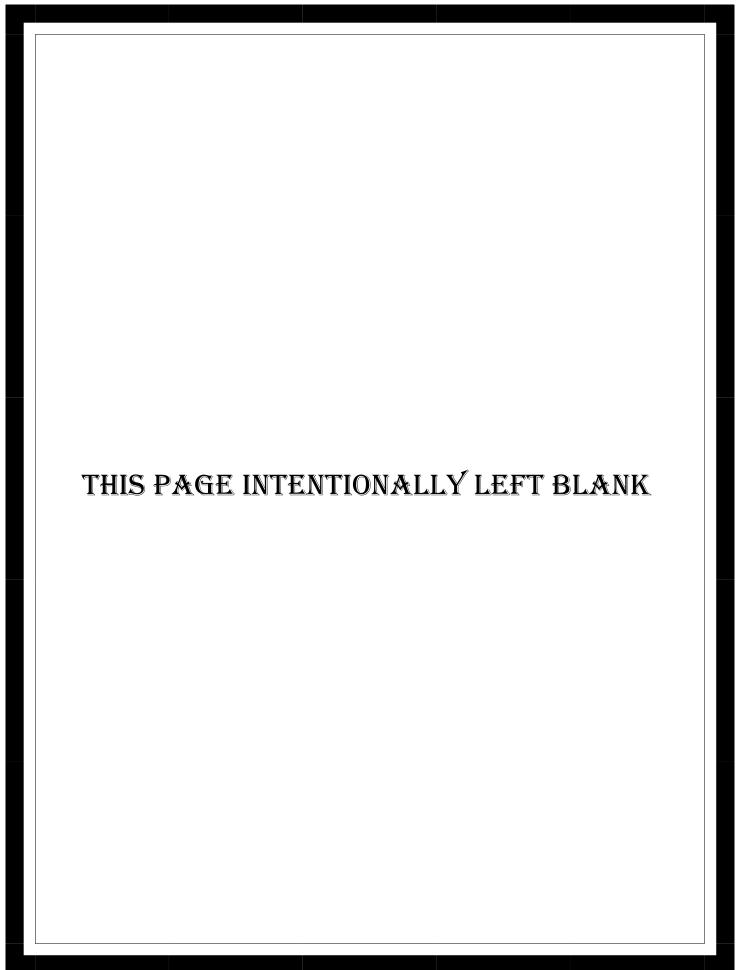
#### Exhibit A

Agreement No.	

### Exhibit B

Agreement No.	

### Exhibit C



#### INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this <u>20th</u> day of <u>July\_\_\_\_</u>, 2015, by and between the CITY OF FRISCO, Texas (hereinafter called "CITY OF FRISCO"), and the CITY OF ROCKWALL, Texas (hereinafter called "ROCKWALL"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF FRISCO and ROCKWALL are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function:

WHEREAS, CITY OF FRISCO and ROCKWALL wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF FRISCO and ROCKWALL may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF FRISCO and ROCKWALL through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF FRISCO and ROCKWALL have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF FRISCO and ROCKWALL agree as follows:

- 1. CITY OF FRISCO and ROCKWALL may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
- 2. CITY OF FRISCO and ROCKWALL shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF FRISCO and ROCKWALL shall each make their respective payments from current revenues available to the paying party.
- 3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).
- 4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

- 5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on July 1, 2016, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.
- 7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.
- 8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.
- 9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- 10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.
- 11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.
- 12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other that those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.
- 13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day	and year first	above written.
CITY OF FRISCO		CITY OF ROCKWALL
George Purefoy City Manager		By: Richard Crowley City Manager
STATE OF TEXAS	§	
COUNTY OF COLLIN	§	
	r of the CITY C	e on the day of, 2015, by F FRISCO, TEXAS, a home-rule municipal
		Notary Public in and for the State of Texas
STATE OF TEXAS	§	
COUNTY OF ROCKWALL	§	
This instrument was acknowle 2015, by municipal corporation, on behavior	of the CIT	Y OF ROCKWALL, TEXAS, a home-rule
		Notary Public in and for the State of Texas

## CITY OF ROCKWALL, TEXAS RESOLUTION NO. <u>15-18</u>

#### **Cooperative Member**

**WHEREAS**, the City of Rockwall, Texas, (hereinafter "Cooperative Member") pursuant to the authority granted by Article 791 et seq. of the Interlocal Cooperation Act, as amended, desires to participate in the statewide purchasing program of the Cooperative;

**WHEREAS,** the City of Rockwall, Texas, has elected to be a Cooperative Member in the Texas Local Government Purchasing Cooperative (hereinafter "Cooperative"), a program created by local governments in accordance with and pursuant to the Interlocal Cooperation Act ("Act"), Chapter 791, Texas Government Code;

**WHEREAS,** the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the City of Rockwall (local government) through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in a cooperative Interlocal agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services.

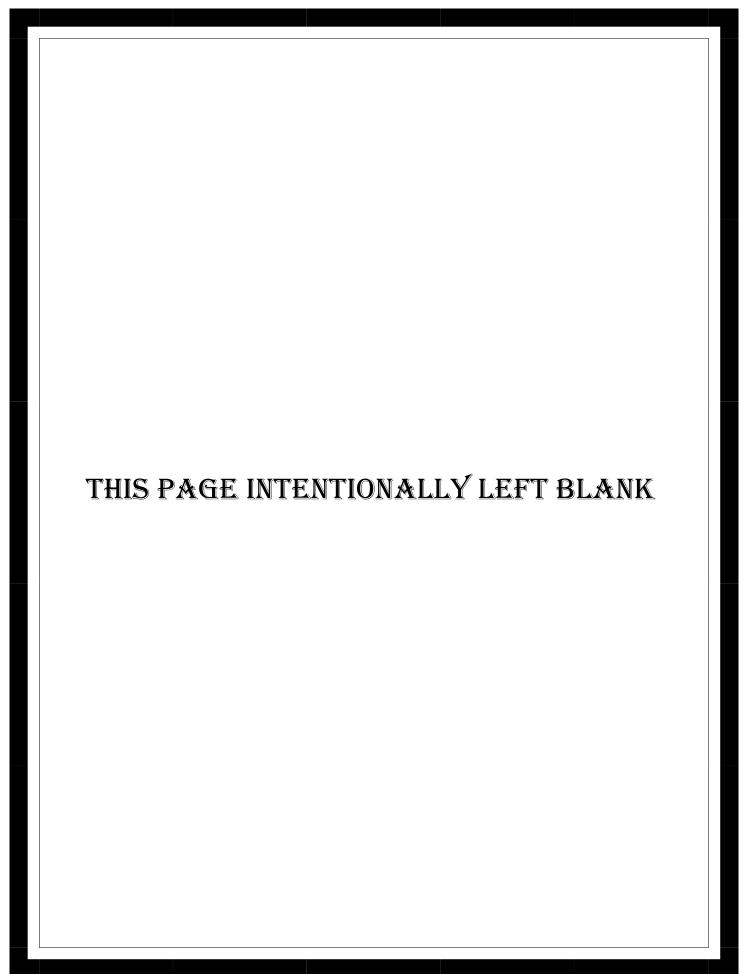
### NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS:

<u>Section 1.</u> That the Cooperative Member does request that the Cooperative include its stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, on the Cooperative's Purchasing Program and award contracts for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative's contracts; and that Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate;

<u>Section 2.</u> That the City Council of the City of Rockwall does hereby authorize its City Manager to execute the Interlocal Participation Agreement that includes the adoption and approval of the City of Frisco Interlocal Agreement previously executed and adopted by two or more local governments.

<u>Section 3.</u> That the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The City Council has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

	Y COUNCIL OF THE CITY OF ROCKWALL,
TEXAS and reflected in the official minutes of	the regular city council meeting on this the
<u>20<sup>TH</sup></u> day of <u>July</u> , <u>2015</u> .	
Other of Declarating Towns Commenting Manches	
City of Rockwall, Texas, Cooperative Member	
	<del></del>
	Jim Pruitt Mayor of Rockwall, Texas
ATTEST	mayor or Nockwall, Texas
Kristy Ashberry	
City Secretary	



# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 07/20/2015

**APPLICANT:** Chase Finch, Corwin Engineering, Inc.

AGENDA ITEM: P2015-023; Breezy Hill, Phase IXA

#### **SUMMARY:**

Discuss and consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of John Arnold of BH 60's Pod, LTD for the approval of a final plat for Phase IXA of the Breezy Hill Subdivision, consisting of 55 single family lots on a 16.805-acre tract of land identified as Tract 7-13 of the T. R. Bailey Survey, Abstract No. 30 and J. Simmons Survey, Abstract No. 190, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 74 (PD-74) for Single Family 10 (SF-10) District land uses, located at the northwest corner of the intersection of FM-552 and Breezy Hill Lane, and take any action necessary.

#### **PLAT INFORMATION:**

✓ The Breezy Hill Subdivision is a master planned community that will provide approximately 405-acres of residential and commercial development. The residential subdivision will be composed of 742 single-family lots on 371.3-acres of land, and be broken down per the lot mix indicated in Planned Development District 74 (PD-74). The lot mix in this Planned Development District is as follows:

Lot Types	Α	В	С	D
Typical Lot Frontage (Feet)	60	70	80	100
Typical Lot Depth (Feet)	120	120	125	200
Minimum Lot Size (Sq. Ft.)	7,200	8,400	10,000	20,000
Number of Proposed Units	206	112	326	98
Dwelling Unit %	27.80	15.10	43.90	13.20

- ✓ The purpose of the applicant's submittal is to final plat *Phase IXA* of the *Breezy Hill Subdivision* and layout 55 of the 742 single-family lots. The 55 proposed lots will be constructed to the *Type 'A'* standard (*all standards are displayed in the above table*). This portion of the development is intended to provide a buffer between the residents east of Breezy Hill Road and the planned ~30-acres of land designated for General Retail (GR) District uses located to the west of the subject property.
- ✓ The proposed final plat conforms to the amended concept plan that was approved on July 7, 2014 by the City Council under Case No. Z2014-017 [Ordinance No. 14-26].
- ✓ On July 7, 2015 the Parks Board reviewed the proposed final plat and recommended the following:
  - 1) The developer pay the pro-rata equipment fees required for District No. 7 in the amount of \$11,700.00 [55 Lots @ \$214.00 Per Lot].
- ✓ The Surveyor has completed the majority of the technical revisions requested by staff, and this plat, conforming to the requirements for final plats as stated in the *Subdivision*

*Ordinance* contained in the Municipal Code of Ordinances, is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.

✓ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Recommendation* section below.

#### **RECOMMENDATIONS:**

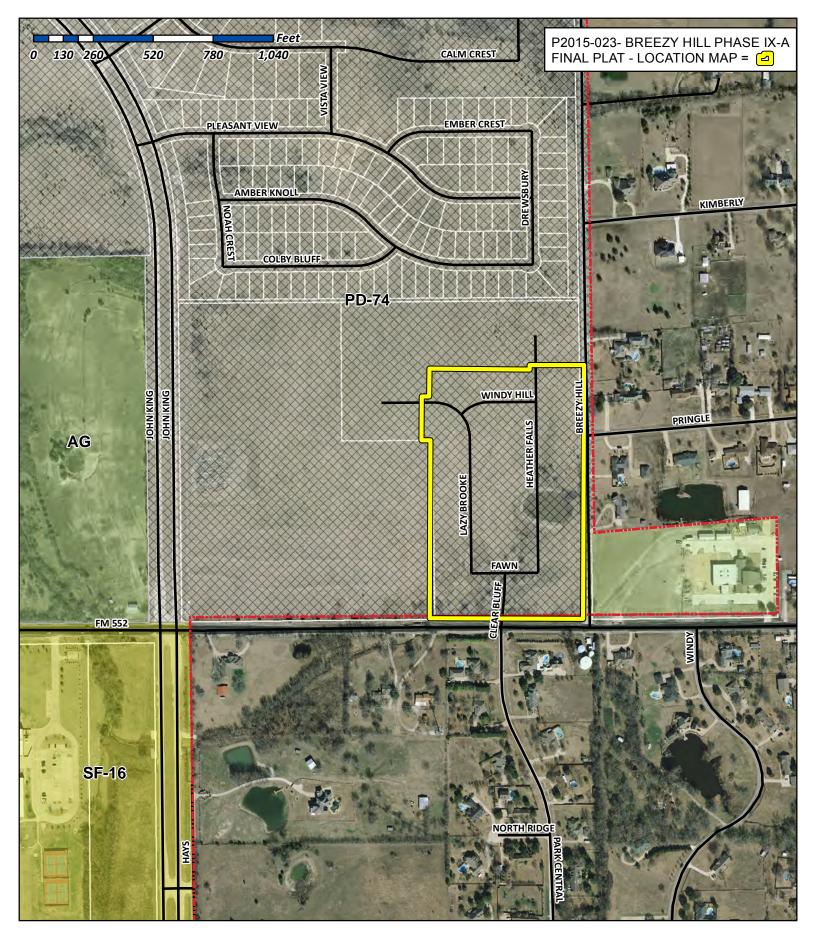
If the Planning & Zoning Commission and City Council choose to approve the *final plat* for *Phases IXA* of the *Breezy Hill Subdivision* staff would recommend the following conditions of approval:

- 1) The *final plat* shall conform to all requirements stipulated by the Planning, Engineering and Fire Departments;
- 2) In conformance with Planned Development District 74 (PD-74) [Ordinance No. 12-26] amendments to the PD Site Plan approved under Case No. SP2013-013 shall be submitted and approved administratively prior to the filing of this final plat;
- 3) The final plat shall conform to the recommendations made by the Parks Board; and,
- 4) Any construction resulting from the approval of this final plat shall conform to the requirements set forth by the Unified Development Code (UDC), the 2009 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 & ZONING COMMISSION:**

On July 14, 2015, the Planning & Zoning Commission approved a motion to recommend approval of the final plat by a vote of 6-0, with Commissioner Lyons absent.

220

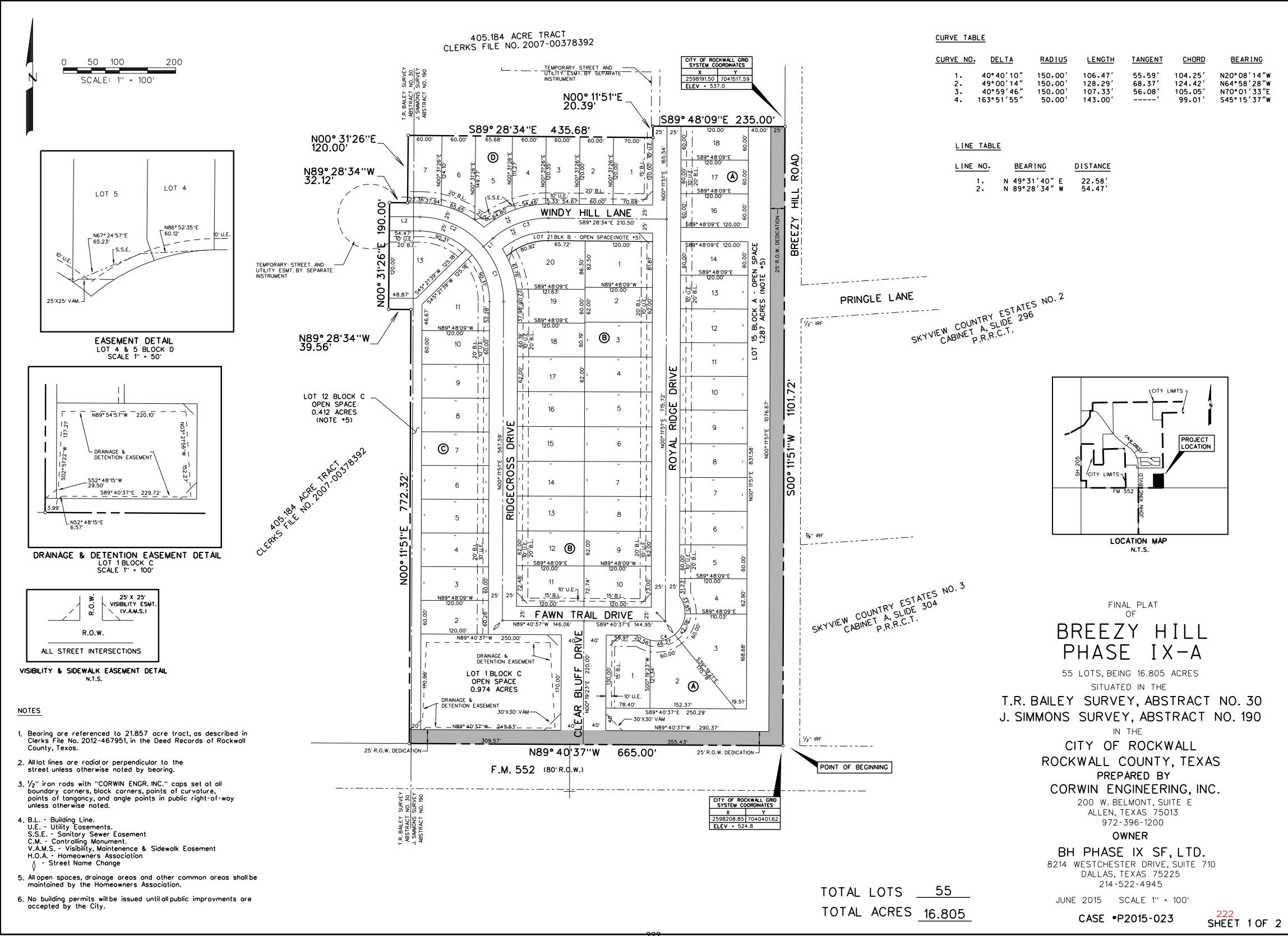




## **City of Rockwall**

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (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.





#### LEGAL DESCRIPTION

BEING, a tract of land situated in the T.R. Bailey Survey, Abstract No. 30 and the J. Simmons Survey, Abstract No. 190 in the City of Rockwall, Rockwall County, Texas, being out of a 405,184 acre tract, as described in Clerks File No. 2007-00375392 in the Deed Records of Rockwall County, Texas and being more particularly described as follows:

BEGINNING, at a  $\frac{1}{2}$  inch iron rod set at the southeast corner of said 405.184 acre tract, being in the north line of F.M. 552 (80' R.O.W.);

THENCE, North 89° 40'37" West, along the south line of said 405.184 acre tract and the north line of said F.M. 552, for a distance of 665.00 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped

THENCE, North 00° 11'51" East, departing said north and south lines, for a distance of 772.32 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped  $\frac{7}{32}$ Corwin Eng. Inc.  $\frac{9}{32}$ ;

THENCE, North 89° 28'34" West, for a distance of 39.56 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 00° 31'26" East, for a distance of 190.00 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 89° 28'34" East, for a distance of 32.12 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE. North 00° 31'26" East, for a distance of 120.00 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 89° 28'34" East, for a distance of 435.68 feet, to a 1/5 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 00° 11'51" East, for a distance of 20.39 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 89° 48'09" East, for a distance of 235.00 feet, to a  $\frac{1}{2}$  inch iron rod set with a vellow cap stamped "Corwin Eng. Inc.", in the east line of said 405.184 acre tract and in the west line of Breezy Hill Road;

THENCE, South 00° 11'51" West, along the east line of said 405.184 acre tract and the west line of Breezy Hill Road, for a distance of 1101.72 feet, to the POINT OF BEGINNING and containing 16.805 acres of land.

#### SURVEYOR CERTIFICATE

I, WARREN L. CORWIN, do hereby certify that the plat shown hereon accurately represents the results of an on-the-ground survey made under my direction and supervision and all corners are as shown thereon and there are no encroachments, conflicts, protrusions or visible utilities on the ground except as shown and said plat has been prepared in accordance with the platting rules and regulations of the City Plan Commission of the City of Rockwall, Texas.

DATED	the	this	day	of	•	2015.
-------	-----	------	-----	----	---	-------

WARREN L. CORWIN R.P.L.S. No. 4621

THE STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared WARREN L. CORWIN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY	' HAND	AND	SEAL	OF	OFFICE, th	nis	the	day (	of ,	, 2015,
								•		

Notary Public in and for the State of Texas

Recommended for Final Approval:			
Planning & Zoning Commission	Dote	-	

Thereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the day of

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the Count Clerk of Rockwall, County, Texas, within one hundred eighty (180) days from said date of final

WITNESS OUR HANDS, this	day of, 2015.		
	_	<u> </u>	
Mayor, City of Rockwall	City Secretary	City Engineer	

OWNER'S CERTIFICATE

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 BREEZY HILL PHASE IX-A, subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in the BREEZY HILL PHASE IX-A, subdivision have been notified and signed this plat.

lunderstand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. I also understand the following:

- 1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
- 2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
- 3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
- 4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
- 5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.

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

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

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

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

Richard M. Skorburg

BH PHASE IX, SF, LTD. a Texas limited partnership

By: BH PHASE IX SF, GP Corporation, a Texas corporation, its General Partner

Mortgage or Lien Interest

President

STATE OF TEXAS COUNTY OF DALLAS

Before me, the undersigned authority, on this day personally appeared RICHARD M. SKORBURG, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated. Given upon my hand and seal of office this\_\_\_\_\_day of\_\_\_\_

Notary Public in and for the State of Texas My Commission Expires:

STATE OF TEXAS COUNTY OF DALLAS

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 \_\_\_\_\_day of \_\_\_\_

Notary Public in and for the State of Texas My Commission Expires:

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

FINAL PLAT

# BREEZY HILL PHASE IX-A

55 LOTS, BEING 16.805 ACRES SITUATED IN THE

T.R. BAILEY SURVEY, ABSTRACT NO. 30 J. SIMMONS SURVEY, ABSTRACT NO. 190

IN THE

CITY OF ROCKWALL ROCKWALL COUNTY, TEXAS PREPARED BY CORWIN ENGINEERING, INC.

> 200 W. BELMONT, SUITE E ALLEN, TEXAS 75013 972-396-1200

> > OWNER

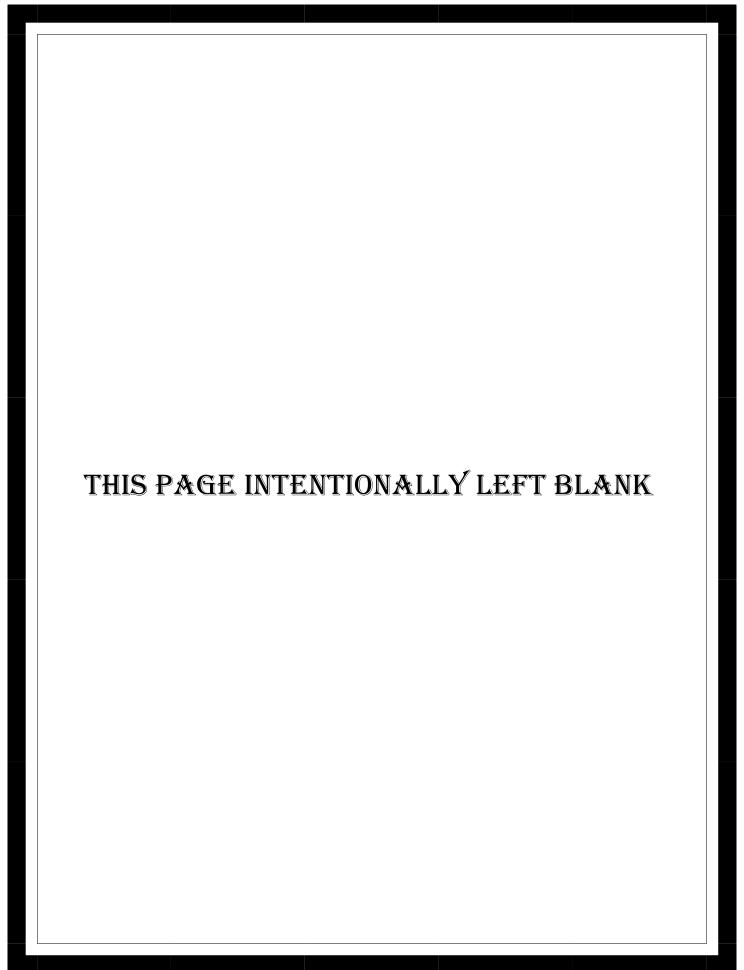
BH PHASE IX SF, LTD.

8214 WESTCHESTER DRIVE, SUITE 710 DALLAS, TEXAS 75225 214-522-4945

JUNE 2015

CASE \*P2015-023

223 SHEET 2 OF 2



# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 07/20/2015

**APPLICANT:** Chase Finch, Corwin Engineering, Inc.

AGENDA ITEM: P2015-024; Rockwall Downes, Phase 2

#### **SUMMARY:**

Discuss and consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of Matt Alexander of the Cambridge Company, Inc. for the approval of a final plat for Phase 2 of the Rockwall Downes Subdivision, consisting of 30 single family lots on a 11.923-acre tract of land identified as a portion of Tract 3 of the J. M. Allen Survey, Abstract No. 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 10 (PD-10) for residential land uses, located at the northeast corner of the intersection of John King Boulevard and Discovery Boulevard, and take any action necessary.

#### **PLAT INFORMATION:**

- ✓ The purpose of the applicant's request is to final plat 30 single-family, residential lots on a 11.923-acre tract of land for the construction of *Phase 2* of the *Rockwall Downes Subdivision*. The subdivision will be composed of 90 single-family lots that will be broken down into three (3) phases with Phase 1 containing 34 lots, Phase 2 containing 30 lots, and Phase 3 containing 26 lots. Each single-family lot will have a minimum lot size of 55' x 110' (or 6,050 SF).
- ✓ The subject property is zoned Planned Development District 10 (PD-10), which designates
  the subject property for single family detached uses. According to Ordinance No. 04-25 the
  development standards for the subject property are as follows:

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1 100	NID O D O O	Require	manta
	mance	~~!!!!	1111111

Maximum Density (Dwelling Units Per Acre)	5
Minimum SF Per Dwelling Unit	1,500 SF
Minimum Lot Frontage on a Public Street	50'
Minimum Lot Width	55'
Minimum Lot Depth	100'
Minimum Front Yard Setback	20'
Minimum Rear Yard Setback	10'
Minimum Side Yard Setbacks (Internal, Street, Arterial)	5', 15', 20'
Minimum Distance Between Buildings	10'
Maximum Lot Coverage	45%
Maximum Building Height	32'
Minimum Masonry Requirement	90%

✓ The proposed final plat conforms to the site plan approved by the Planning and Zoning Commission on September 9, 2014 under Case No. SP2014-014.

- ✓ On July 7, 2015 the Parks Board reviewed the proposed final plat and recommended the following:
  - 1) The developer should provide a ten (10') foot walking trail along the east side of John King Boulevard connecting the trail constructed with Rockwall Downes, Phase I to Discovery Boulevard. The trail should be utilized as a public trail, but maintained by the HOA.
- ✓ The Surveyor has completed the majority of the technical revisions requested by staff, and
  this plat, conforming to the requirements for plats as stated in the Subdivision Ordinance in
  the Municipal Code of Ordinances, is recommended for conditional approval pending the
  completion of final technical modifications and submittal requirements.
- ✓ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Recommendation* section below.

#### **RECOMMENDATIONS:**

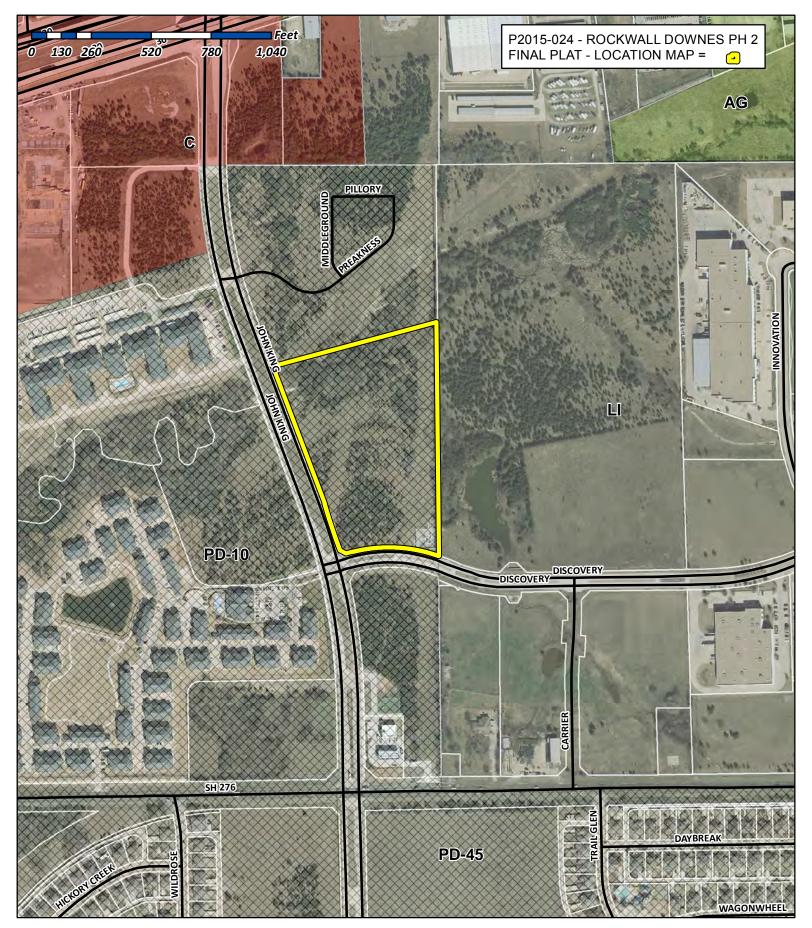
If the Planning & Zoning Commission and City Council choose to approve the *final plat* for *Phase 2* of the *Rockwall Downs Subdivision* staff would recommend the following conditions:

- 1) The *final plat* shall conform to all requirements stipulated by the Planning, Engineering and Fire Departments;
- 2) The final plat shall conform to the recommendations made by the Parks Board; and,
- 3) Any construction resulting from the approval of this *final plat* shall conform to the requirements set forth by the Unified Development Code (UDC), the 2009 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 & ZONING COMMISSION:

On July 14, 2015, the Planning & Zoning Commission approved a motion to recommend approval of the final plat by a vote of 6-0, with Commissioner Lyons absent.

226

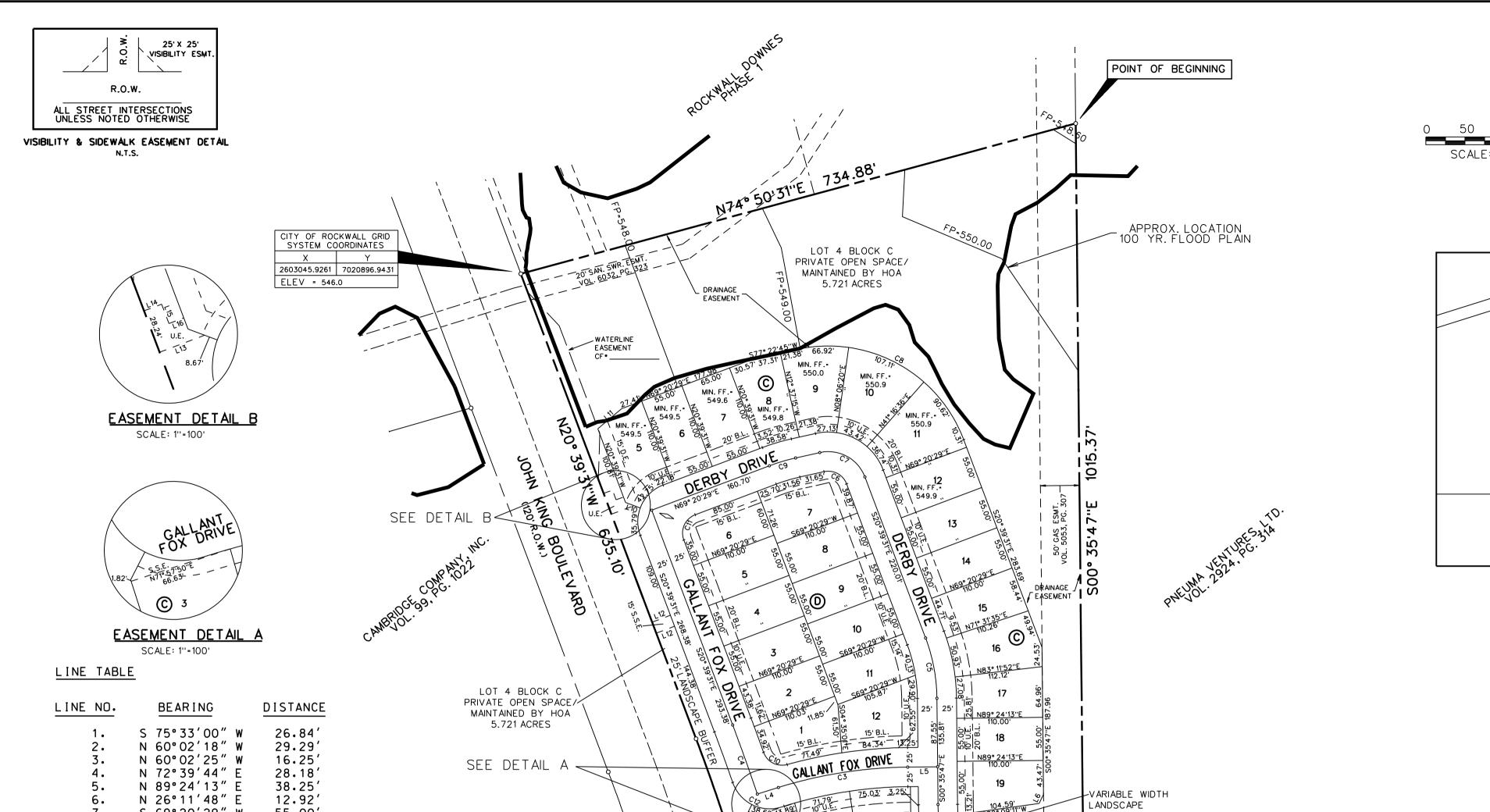




# City of Rockwall

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (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.





 $\triangle = 04^{\circ}47'55'$ 

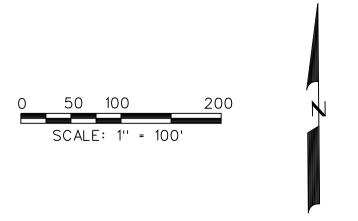
R = 2560.00

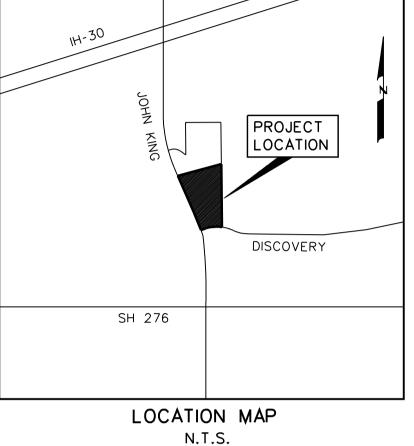
T = 107.26

L = 214.40'C = 214.34

CURVE TABLE

B= N18°15′34″W





FINAL PLAT

ROCKWALL DOWNES PHASE 2

OUT OF THE

J.M ALLEN SURVEY, ABSTRACT NO. 2

IN THE

CITY OF ROCKWALL ROCKWALL COUNTY, TEXAS

**OWNER** 

ROCKWALL DOWNES DEVELOPMENT, LLC.

8750 NORTH CENTRAL EXPRESSWAY, SUITE 1735 DALLAS, TEXAS 75231 214-691-2556

PREPARED BY

ALLEN, TEXAS 75013 972-396-1200

CORWIN ENGINEERING, INC. 200 W. BELMONT, SUITE E

JUNE 2015 SCALE 1" = 100"

#### NOTES 1. Bearing are referenced to Rockwall Downes Phase I (Vol., Pg.).

S 69°20′29″ W

N 69°20′29″ E

N 69°20′29″ E

N 20°39′31″ W

N 69°20′29″ E

12.92

13.24

10.10

2. All lot lines are radial or perpendicular to the street unless otherwise noted by bearing.

15.

16.

- 3. 1/2" iron rods with "CORWIN ENGR. INC." caps set at all boundary corners, block corners, points of curvature, points of tangancy, and angle points in public right-of-way unless otherwise noted.
- 4. B.L. Building Line. U.E. Utility Easements. C.M. - Controlling Monument. D.E. - Drainage Easement S.S.E.- Sanitary Sewer Easement F.F. - Finish Floor V.A.M.S. - Visibility, Maintenence & Sidewalk Easement BFE - Base Flood Elevation
- S.E. Sidewalk Easement FP 100 Year Flood Plain Elevation ∧ - Street Name Change
- 5. All open spaces, drainage areas and other common areas shall be maintained by the Homeowners Association.

CURVE NO. <u>DELTA</u> RADIUS **LENGTH TANGENT** <u>CHORD</u> <u>BEARING</u> 14° 32′ 24″ 50.62 N08°28′16″W 200.00 50.75 25.51 15°08′42″ NO8°10'08"W 2. 225.00' 59.47 29.91 59.30' S81°01′58″W 16°44′30″ 575.00′ 168.01 84.61 167.42 3. 02°03′31″ 93.78' 46.90' 93.78 N19°37′46″W 4. 2610.00' N10°37′39″W 5. 20°03′44″ 225.00 78.78 39.80' 78.38 81°57′44″ 32.79 N61°38′23″W 25.00' 35.76 21.72 81°57′44″ 50.00′ 71.53 43.44' 65.58 N61°38′23″W 8. 81°57′44″ 185.00' 264.64 160.71 242.65 N61°38′23″W 9. 08°02′16″ 250.00' 35.07 17.56 35.04 S73°21′37″W 85°49′50″ 25.00' 37.45 23.24 34.05 N62°33′43″W 10. 90°00′00″ N24°20′29″E 25.00 39.27 25.00' 35.36′ 11. 12. 88°12′22″ 50.00' 76.97 48.46' 69.60' N63°14′05″W

 $\Delta = 34^{\circ}11'09''$ R = 642.50'

B= N87°21′25″W

T = 197.57'

L = 383.35'C = 377.69'

> TOTAL LOTS 30 TOTAL ACRES 11.923

CITY OF ROCKWALL GRID SYSTEM COORDINATES

2603744.92 7020082.97

ELEV = 565.0

DRAINAGE EASEMENT

(85 R.O.W.)

DRIVE

\_DISCOVERY

CASE\*P2015-024 SHEET 1 OF 2

#### LEGAL DESCRIPTION

WHEREAS, ROCKWALL DOWNES DEVELOPMENT, LLC., is the owner of a tract of land situated in the J.M. Allen Survey, Abstract No. 2 in the City of Rockwall, Rockwall County, Texas, being part of a tract of land in Deed to The Cambridge Companies, as described in Vol. 99, Pg. 1022 in the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING, at a  $\frac{1}{2}$  inch iron rod found at the southeast corner of Rockwall Downes Phase 1, an addition to the City of Rockwall, as described in Vol. Pg. in the Plat Records of Rockwall County, Texas, being in the east line of said Cambridge Companies tract of land.

THENCE, South 00° 35'47" East, along said east line, for distance of 1015.37 feet, to a ½ inch iron rod set with a yellow cap with a yellow cap stamped "Corwin Eng. Inc.", being in the north line of Discovery Drive (85' R.O.W.), being on a curve to the left, having a radius of 642.50 feet, a central angle of 34° 11'09", and a tangent of 197.57 feet;

THENCE, along the north line of said Discovery Drive and with said curve to the left for an arc distance of 383.35 feet (Chord Bearing North 87°21'25" West - 377.69 feet), to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of tangency;

THENCE, South 75° 33'00" West, continuing along said north line, for a distance of 26.84 feet, to a ½ inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE North 60° 02'18" West, departing said north line, for a distance of 29.29 feet, to a ½ inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", in the east line of John King Boulevard (120' R.O.W.), being on a curve to the left, having a radius of 2560.00 feet, a central angle of 04° 47'55", and a tangent of 107.26 feet;

THENCE, along the east line of said John King Boulevard and with said curve to the left for an arc distance of 214.40 feet (Chord Bearing North 18° 15'34" West - 214.34 feet), to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc." at the point of tangency;

THENCE, North 20° 39'31" West, continuing along said east line, for a distance of 635.10 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 74°50'31" East, departing said east line, for a distance of 734.88 feet, to the POINT OF BEGINNING and containing 11.923 acres of land.

OWNER'S CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: STATE OF TEXAS COUNTY OF ROCKWALL

We the undersigned owners of the land shown on this plat, and designated herein as the ROCKWALL DOWNES PHASE 2, 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. We further certify that all other parties who have a mortgage or lien interest in the ROCKWALL DOWNES PHASE 2, subdivision have been notified and signed this plat.

We 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. We also understand the following:

- 1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
- 2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
- 3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
- 4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
- 5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
- 6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

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

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

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

Rockwall Downes Development, LLC A Texas Limited liaility company

James J. Melino, Manager	Mortgage or Lien Interest

STATE OF TEXAS COUNTY OF DALLAS Before me, the undersigned authority, on this day personally appeared JAMES J. MELINO, 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 Given upon my hand and seal of office thisday of	stated.
Notary Public in and for the State of Texas My Commission Expires:	
STATE OF TEXAS COUNTY OF DALLAS 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 Given upon my hand and seal of office this	• stated.
Notary Public in and for the State of Texas My Commission Expires:	
NOTE: It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The apparance of guarantee that any within such plat shall be approved, authorized or permit therefore issued, nor shall such appropriate the city of the adequacy and available for water for personal use and fire protection within such plat, as required under Ordinance is	proval of building val iilability
Recommended for Final Approval:	
Planning & Zoning Commission Date	
APPROVED	
I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was City Council of the City of Rockwall on the day of, 2015.  This approval shall be invalid unless the approved plat for such addition is recorded in the office of t Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval.	
WITNESS OUR HANDS, this day of, 2015.	
Mayor, City of Rockwall  City Secretary  City Engineer	
SURVEYOR CERTIFICATE	
I, WARREN L. CORWIN, do hereby certify that the plat shown hereon accurately represents the reson-the-ground survey made under my direction and supervision and all corners are as shown thereon or encroachments, conflicts, protrusions or visible utilities on the ground except as shown and been prepared in accordance with the platting rules and regulations of the City Plan Commission Rockwall, Texas.	reon and there d said plat has
DATED the thisday of, 2015.	R
WARREN L. CORWIN THE STATE OF TEXAS R.P.L.S. No. 4621 COUNTY OF COLLIN	
BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day per appeared WARREN L. CORWIN, known to me to be the person whose name is subscribed to the finstrument and acknowledged to me that he executed the same in the capacity therein stated and considerations therein expressed.	foregoing

WITNESS MY HAND AND SEAL OF OFFICE, this the

FINAL PLAT ROCKWALL DOWNES PHASE 2

OUT OF THE

J.M ALLEN SURVEY, ABSTRACT NO. 2

IN THE

CITY OF ROCKWALL ROCKWALL COUNTY, TEXAS

OWNER

OCKWALL DOWNES DEVELOPMENT, LLC.

8750 NORTH CENTRAL EXPRESSWAY, SUITE 1735 DALLAS, TEXAS 75231

214-691-2556

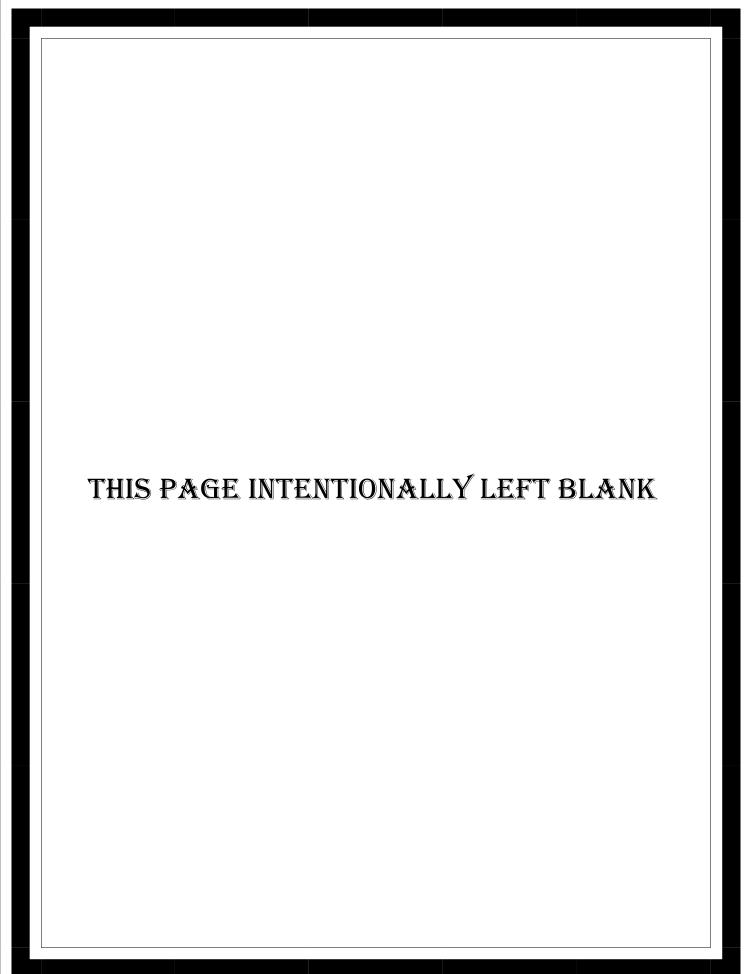
PREPARED BY CORWIN ENGINEERING, INC.

> 200 W. BELMONT, SUITE E ALLEN, TEXAS 75013 972-396-1200

SCALE 1" = 100" JUNE 2015

CASE \* P2015-024 SHEET 1 OF 2

Notary Public in and for the State of Texas



# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 07/20/2015

**APPLICANT:** Chase Finch, Corwin Engineering, Inc.

**AGENDA ITEM:** P2015-025; Rockwall Downes, Phase 3

#### **SUMMARY:**

Discuss and consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of Matt Alexander of the Cambridge Company, Inc. for the approval of a final plat for Phase 3 of the Rockwall Downes Subdivision, consisting of 26 single family lots on a 8.559-acre tract of land identified as a portion of Tract 3 of the J. M. Allen Survey, Abstract No. 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 10 (PD-10) for residential land uses, located at the northwest corner of the intersection of John King Boulevard and Discovery Boulevard, and take any action necessary.

#### **PLAT INFORMATION:**

- ✓ The purpose of the applicant's request is to final plat 26 single-family, residential lots on a 8.559-acre tract of land for the construction of *Phase 3* of the *Rockwall Downes Subdivision*. The subdivision will be composed of 90 single-family lots that will be broken down into three (3) phases with Phase 1 containing 34 lots, Phase 2 containing 30 lots, and Phase 3 containing 26 lots. Each single-family lot will have a minimum lot size of 55' x 110' (or 6,050 SF).
- ✓ The subject property is zoned Planned Development District 10 (PD-10), which designates the subject property for single family detached uses. According to Ordinance No. 04-25 the development standards for the subject property are as follows:

^ ''		
()rdinanca	Requirement	•
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Maximum Density (Dwelling Units Per Acre)	5
Minimum SF Per Dwelling Unit	1,500 SF
Minimum Lot Frontage on a Public Street	50'
Minimum Lot Width	55'
Minimum Lot Depth	100'
Minimum Front Yard Setback	20'
Minimum Rear Yard Setback	10'
Minimum Side Yard Setbacks (Internal, Street, Arterial)	5', 15', 20'
Minimum Distance Between Buildings	10'
Maximum Lot Coverage	45%
Maximum Building Height	32'
Minimum Masonry Requirement	90%

✓ The proposed final plat conforms to the site plan approved by the Planning and Zoning Commission on September 9, 2014 under Case No. SP2014-014.

- ✓ On July 7, 2015 the Parks Board reviewed the proposed final plat and approved a motion to accept the plat without further recommendation.
- ✓ The Surveyor has completed the majority of the technical revisions requested by staff, and
  this plat, conforming to the requirements for plats as stated in the Subdivision Ordinance in
  the Municipal Code of Ordinances, is recommended for conditional approval pending the
  completion of final technical modifications and submittal requirements.
- ✓ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Recommendation* section below.

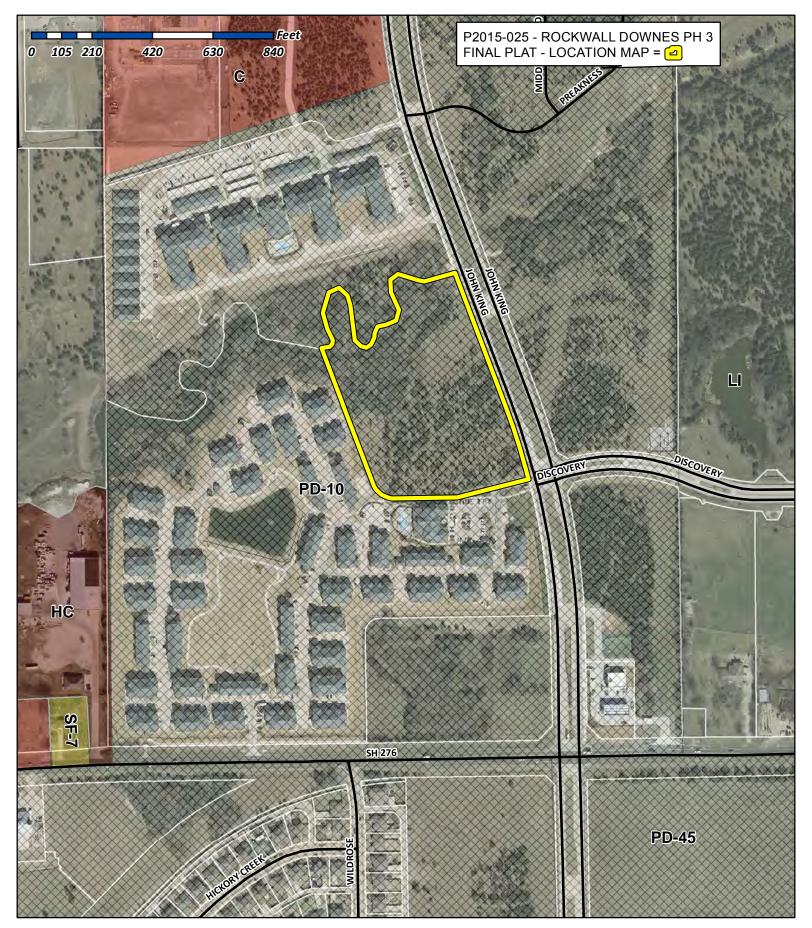
#### **RECOMMENDATIONS:**

If the Planning & Zoning Commission and City Council choose to approve the *final plat* for *Phase 3* of the *Rockwall Downs Subdivision* staff would recommend the following conditions:

- 1) The *final plat* shall conform to all requirements stipulated by the Planning, Engineering and Fire Departments;
- 2) The final plat shall conform to the recommendations made by the Parks Board; and,
- 3) Any construction resulting from the approval of this final plat shall conform to the requirements set forth by the Unified Development Code (UDC), the 2009 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 & ZONING COMMISSION:**

On July 14, 2015, the Planning & Zoning Commission approved a motion to recommend approval of the final plat by a vote of 6-0, with Commissioner Lyons absent.

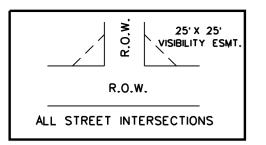




# City of Rockwall

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (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.





VISIBILITY & SIDEWALK EASEMENT DETAIL

LINE TABLE

12.

13.

14. 15.

16. 17.

18.

19. 20.

21. 22. 23. 24. 25. 26. 27.

28. 29.

30.

31. 32. 33. 34. 35. 36. 37.

unless otherwise noted.

BEARING

N 82°08'01" E N 45°38'11" E

N 02°44′36″ E

N 25°58'17" W

N 15°43'07" W

N 65°36′29″

S 47°03′26″

S 16°00'52"

S 06°59′49″

S 46°09'07"

N 23°59′08″ N 03°31′06″

N 25°04′52″

N 76°56′24″

N 67°31′04″

N 23°28'03" W

N 04°00'39" W

N 53°49′58″

S 73°58′24″

N 73°56′42″

N 72°21′06″

S 20°39′31″ N 67°35'10" W

N 34°12′46″

N 75°33′16″ S 15°07'32" W S 28°38'36" W

S 78°02′49″ E

S 76°50′46″ E

N 69°15′18″ W

N 62°41′26″ W

N 69°20′29″ E N 69°20′29″ E DISTANCE

28.88

13.91

13.91

42.88

58.28

73.78

39.28

39.28

35.67

122.44

29.88

20.02

26.52 14.68

25.43

30.42

37.25

37.25

43.03

34.08

93.78

12.26

38.81 20.53

17.82

24.43

8.59 37.01

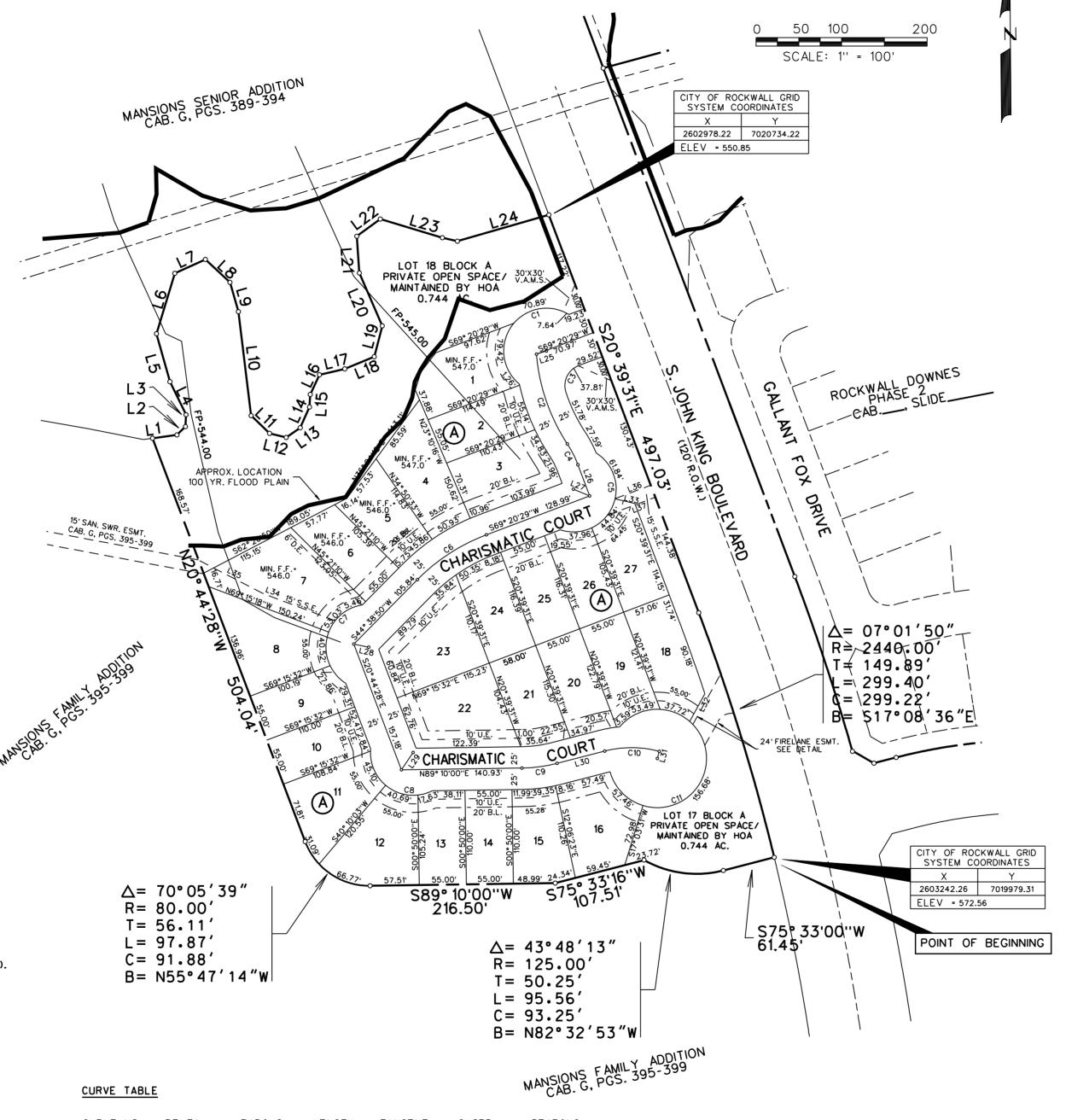
23.72

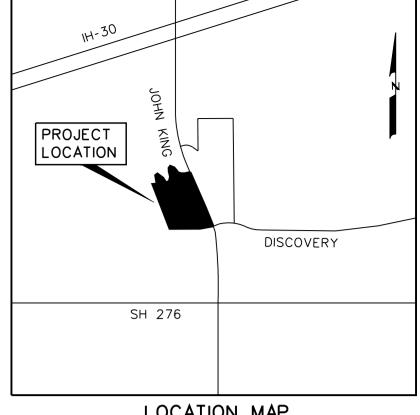
90.68

84.19 44.50 59.95

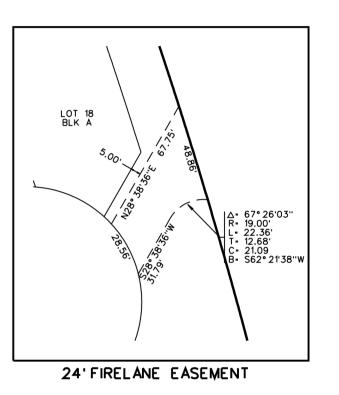
111.30

LINE NO.





LOCATION MAP N.T.S.



FINAL PLAT

## ROCKWALL DOWNES PHASE 3

OUT OF THE

J.M ALLEN SURVEY, ABSTRACT NO. 2 IN THE

> CITY OF ROCKWALL ROCKWALL COUNTY, TEXAS

> > **OWNER**

## ROCKWALL DOWNES DEVELOPMENT, LLC.

8750 NORTH CENTRAL EXPRESSWAY, SUITE 1735 DALLAS, TEXAS 75231 214-691-2556

### PREPARED BY CORWIN ENGINEERING, INC.

200 W. BELMONT, SUITE E ALLEN, TEXAS 75013 972-396-1200

TOTAL LOTS

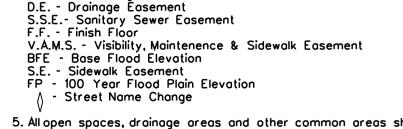
TOTAL ACRES

26

8.559

JUNE 2015 SCALE 1" = 100"

234 CASE \*P2015-025 SHEET 1 OF 2



5. All open spaces, drainage areas and other common areas shall be

NOTES 2. All lot lines are radial or perpendicular to the

1. Bearing are referenced to Rockwall Downes Phase I (Vol., Pg.).

street unless otherwise noted by bearing. 3. 1/2" iron rods with "CORWIN ENGR. INC." caps set at all boundary corners, block corners, points of curvature, points of tangancy, and angle points in public right-of-way

4. B.L. - Building Line. U.E. - Utility Eosements. C.M. - Controlling Monument. **LENGTH** CURVE NO. <u>DEL TA</u> <u>RADIUS</u> **TANGENT** 172°14′49″ 150.31 50.00' 28° 32′ 42″ 225.00' 112.10' 2. 87° 44′ 46″ 25.00 38.29' 3. 12°34′53″ 27.45 125.00' 4. 165°44′54″ 144.64' 50.00 5. 24°41′39″ 96.97 225.00' maintained by the Homeowners Association.

**CHORD BEARING** S35°25′13″W 99.77' \_\_\_\_′ S18°58'02"E 57.24 110.94 N25°28'05"E 24.04 34.65 13.78' S26°56′27″E 27.39' N25°09'51"E 99.23' 49.25 S56°59′40″W 96.22' 139°07′42″ 50.00' 121.41 93.71 S11°57′11″W ----121°46′34″ 50.00 106.27 \_\_\_\_ 87.37 S55°47′14″E 13°36′44″ 41.58 20.89 N82°21′38″E 175.00' 41.48 9. 32.99' 29°34′16″ S89°39′36″E 10. 125.00' 64.51 63.80'

----'

53.76

N12°10′57″E

305.34

57.50′

55°44′31″

WHEREAS, ROCKWALL DOWNES DEVELOPMENT, LLC., is the owner of a tract of land situated in the J.M. Allen Survey, Abstract No. 2 in the City of Rockwall, Rockwall County, Texas, being part of a tract of land in Deed to The Cambridge Companies, as described in Vol. 99, Pg. 1022 in the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING, at a  $\frac{1}{2}$  inch iron rod set at the most easterly northeast corner of Mansions Family Addition, an addition to the City of Rockwall, as described in Cab. G Pgs. 395-399 in the Plat Records of Rockwall County, Texas, being in the west line of John King Boulevard (120' R.O.W);

THENCE, South 75° 33'00" West, along the north line of said Mansions Family Addition, for a distance of 61.45 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of a curve to the right, having a radius of 125.00 feet, a central angle of 43° 48'13", and a tangent of 50.25 feet;

THENCE, continuing along said north line and with said curve to the right for an arc distance of 95.56 feet (Chord Bearing North 82° 32'53" West - 93.25 feet), to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped  $\frac{7}{32}$ Corwin Eng. Inc.  $\frac{9}{32}$ ;

THENCE, South 75° 33'16" West, continuing along said north line, for a distance of 107.51 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 89° 10'00" West, continuing along said north line, for a distance of 216.50 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of curvature of a curve to the right, having a radius of 80.00 feet, a central angle of 70° 05'39", and a tangent of 56.11 feet:

THENCE, continuing along said north line and with said curve to the right for an arc distance of 97.87 feet (Chord Bearing North 55° 47'14" West - 91.88 feet), to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of tangency;

THENCE, North 20°44'28" West, continuing along said north line, for a distance of 504.04 feet, to a ½ inch iron rod set with a yellow cap stamped "Corwin Eng. Inc." at the most northerly northeast corner of said Mansions Family Addition and being in the south line of the Mansions Senior Addition, an addition to the City of Rockwall, as described in Cab. G, Pgs. 389-394, in said Plat Records;

THENCE, North 82°08'01" East, along the south line of said Mansions Senior Addition, for a distance of 28.88 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 45° 38'11" East, continuing along said south line, for a distance of 13.91 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 02° 44'36" East, continuing along said south line, for a distance of 13.91 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 25° 58'17" West, continuing along said south line, for a distance of 42.88feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 15° 43'07" West, continuing along said south line, for a distance of 58.28 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 65° 36'29" East, continuing along said south line, for a distance of 39.28 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 47° 03'26" East, continuing along said south line, for a distance of 39.28 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 16° 00'52" East, continuing along said south line, for a distance of 35.67 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 06° 59'49" East, continuing along said south line, for a distance of 122.44 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 46°09'07" East, continuing along said south line, for a distance of 29.88 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 76° 08'29" East, continuing along said south line, for a distance of 20.02 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North  $55^{\circ}23'58''$  East, continuing along said south line, for a distance of 20.02 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North  $23^{\circ}59'08''$  East, continuing along said south line, for a distance of 26.52 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 03° 31'06" East, continuing along said south line, for a distance of 14.68 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 25° 04'52" East, continuing along said south line, for a distance of 25.43 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 76° 56'24" East, continuing along said south line, for a distance of 30.42 feet, to

a ½ inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 67° 31'04" East, continuing along said south line, for a distance of 37.25 feet, to

a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 14° 38'54" East, continuing along said south line, for a distance of 37.25 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 23° 28'03" West, continuing along said south line, for a distance of 67.39 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 04°00'39" West, continuing along said south line, for a distance of 43.03 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 53° 49'58" East, continuing along said south line, for a distance of 34.08 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc."

THENCE, South 73° 58'24" east, continuing along said south line, for a distance of 93.78 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 73° 56'42" East, continuing along said south line, for a distance of 111.30 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the southeast corner of said Mansions Senior Addition being in the west line of said John King Boulevard;

THENCE, South 20° 39'31" East, along the west line of said John King Boulevard, for a distance of 497.03 feet, to a  $\frac{1}{2}$  inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of curvature of a curve to the right, having a radius of 2440.00 feet, a central angle of 07° 01'50", and a tangent of 149.89 feet;

THENCE, continuing along said west line and with said curve to the right for an arc distance of 299.40 feet (Chord Bearing South 17°08'36" East - 299.22 feet), to the POINT OF BEGINNING and containing 8.559 acres of land.

Rockwall Downes Development, LLC, A Texas Limited liability company

James J. Melino, Manager	Mortgage or Lien Interest

STATE OF TEXAS
COUNTY OF DALLAS
Before me, the undersigned authority, on this day personally appeared JAMES J. MELINO,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2015.

Notary Public in and for the State of Texas My Commission Expires:

STATE OF TEXAS COUNTY OF DALLAS

Notary Public in and for the State of Texas My Commission Expires:

Given upon my hand and seal of office this Day of

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

Recommended for Final Approval:

Planning & Zoning Commission

APPROVED

Thereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the day of , 2015.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the Countt Clerk of Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval.

WITNESS OUR HANDS, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Mayor, City of Rockwall

City Secretary

City Engineer

#### SURVEYOR CERTIFICATE

I, WARREN L. CORWIN, do hereby certify that the plat shown hereon accurately represents the results of an on-the-ground survey made under my direction and supervision and all corners are as shown thereon and there are no encroachments, conflicts, protrusions or visible utilities on the ground except as shown and said plat has been prepared in accordance with the platting rules and regulations of the City Plan Commission of the City of Rockwall, Texas.

DATED the this \_\_\_\_\_day of \_\_\_\_\_, 2015.

THE STATE OF TEXAS COUNTY OF COLLIN

WARREN L. CORWIN R.P.L.S. No. 4621

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared WARREN L. CORWIN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the day of \_\_\_\_\_\_, 2015.

OWNER'S CERTIFICATE

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 ROCKWALL DOWNES PHASE 3, subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in the ROCKWALL DOWNES PHASE 3, subdivision have been notified and signed this plat.

I understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. I also understand the following:

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

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

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

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

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

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

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

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

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

FINAL PLAT

OF

# ROCKWALL DOWNES PHASE 3

OUT OF THE

J.M ALLEN SURVEY, ABSTRACT NO. 2

IN THE

CITY OF ROCKWALL ROCKWALL COUNTY, TEXAS

OWNER

ROCKWALL DOWNES DEVELOPMENT, LLC.

8750 NORTH CENTRAL EXPRESSWAY, SUITE 1735 DALLAS, TEXAS 75231

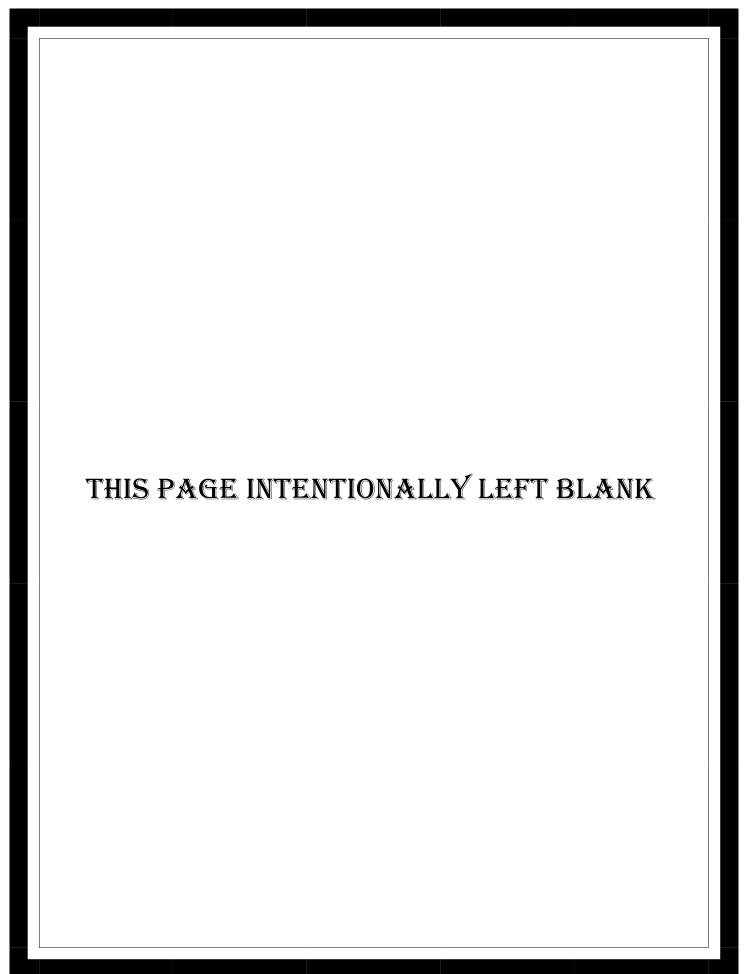
214-691-2556

PREPARED BY CORWIN ENGINEERING, INC.

200 W. BELMONT, SUITE E ALLEN, TEXAS 75013 972-396-1200

JUNE 2015 SCALE 1'' = 100'

CASE \*P2015-025 SHEET 1 OF 2





#### **MEMORANDUM**

TO: Rick Crowley, City Manager

FROM: Mary Smith, Assistant City Manager

**DATE:** July 17, 2015

SUBJECT: Adjustment of Tax Lien on Property in LRE

Mr. Jim Lambeth with Linebarger, Goggan, Blair and Sampson will attend Monday's Council meeting to make a presentation regarding a property in Lake Rockwall Estates. The property, located at 464 Evans, was offered at tax sale but did not draw any bids. When this happens, the property is struck off the roll and is generally put under the RISD name. Many years ago, the taxing entities agreed that any property in LRE that is struck off would be placed under the City of Rockwall name. Further taxes are not assessed from that point. The property can remain this way until a potential buyer comes along and makes a bid on the property.

Recently the Rockwall Housing Development Corporation (RHDC) decided to make a bid on the property. The bid is less than the total taxes due to the three taxing entities. Mr. Lamberth is approaching each governing body to determine if each will agree to receive a pro-rata share the bid amount and waive the remaining taxes due at this time.

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#### LINEBARGER GOGGAN BLAIR & SAMPSON, LLP ATTORNEYS AT LAW 771 JUSTIN RD., #100

(972)961-0086 FAX: (903)874-5007

25324 Suit Number 3-05-17

COSTS

Publication Fees:	CO313		
Court Costs:			\$648.00
Title Fee:			\$3,458.75
COST OF SUIT TOTAL:			\$30.00
COST OF SOFT TOTAL:			\$4,136.75
	Judgment Taxes	*	
Rockwall ISD			
Rockwall County			\$5,881.56
City of Rockwall			\$1,191.58
JUDGMENT TOTAL:			\$480.78
TOTAL.			\$7,553.92
	Post Judgment Taxes		
Rockwall ISD			
Rockwall County			\$1,096.00
City of Rockwall			\$263.88
POST JUDGMENT TOTAL:			\$239.52
TOTAL.			\$1,599.40
TOTAL DUE:			******

#### Tax Sale:

Value at Judgment: Current Value:

\$19,640.00

\$13,290.07

No Bidders - Struck off to City of Rockwall

\$19,670.00

Situs:

A Bid in the amount of \$6,000.00 received from:

Rockwall Housing Development Corporation

#### BID

Property Located in : Rockwall ISD, City of Rockwall, and Rockwall County

I hereby submit my bid for the purchase of Suit No. 3-05-17 Rockwall ISD, Et Al vs Ofelio Guevara, Et Al, being more particularly described as Lot 1413, Rockwall Lake Properties Development No. 2 Subdivision, a subdivision in Rockwall County, Texas according to the map or plat thereof, recorded in Volume 1, Pages 79 and 80, Plat Records of Rockwall County, Texas (25324) and have included a cashier's check or money order for the bid amount.

Bid Amount \$6,000.00

#### General Conditions for Bids

#### Read Carefully

The land and/or improvements described above shall hereinafter be referred to as "the property".

The Deeds to these properties will contain an acknowledgment that the property is subject to the prior owner's right of redemption, if any, and that property is being purchased "as is" and "with all faults" and "The Taxing Entities" have no responsibility for the condition of the property and all sales are made without warranty, expressed or implied.

"The Taxing Entities" assume no responsibility as to the accuracy of any fact relating to the property for sale, The data reflected in the advertisement is for information only. All sales are "as is" to the successful Bidder on a "Buyer Beware" basis.

It is understood and agreed that my bid will be returned if my bid is not accepted. "The Taxing Entities" responsibility to return my bid to me shall extend only to depositing same in the U.S. Mail on or before 30 days from the date my bid is rejected.

"The Taxing Entities" reserve the right to reject any and all Bids.

"The Taxing Entities" will not provide title policy.

"The Taxing Entities "make no representations of any nature regarding the property, and this agreement represents the sole responsibility of the Entities regarding this property.

If my bid is accepted, "The Taxing Entities" accept no responsibility for any misrepresentations. Failures of disclosure, errors or other neglect or wrongful acts occurring in the context of or pertaining to the closing of this transaction.

"The Taxing Entities", by advertising this property, makes no warranty concerning zoning or as to whether or not the property so advertised can be utilized for any purpose. It will, therefore, be the responsibility of the bidder to examine all applicable building codes and ordinances to determine that the property in question can be used for the purpose desired.

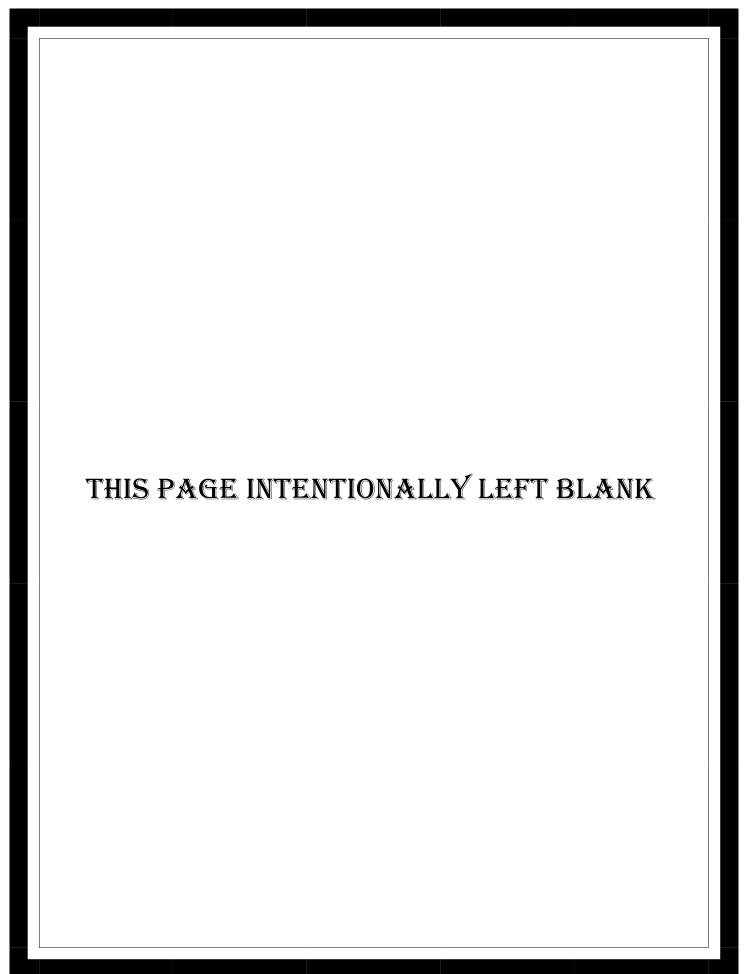
By entering into this agreement, I hereby waive any rights I may have either now or in the future, to undertake any legal action against "The Taxing Entities" for failure of the "The Taxing Entities" to properly advertise or notice the sale of the property or to properly conduct the sale of this property.

I certify that I have no outstanding tax judgments or tax delinque	ncies in Rockwall County.
SIGNATURE: SOMBA Allen	
PRINT NAME: DOMNA Allen	
ADDRESS: 787 Hail Drive	
CITY: Rockwall STATE: TX	ZIP:75032
TELEPHONE: (972)722-7316	
Please print name (s) to appear on deed if different than above:	
ALL BIDS MUST BE SIGNED BY HAND	Corporation
For additional information call:	
JJ Minyard – Linebarger, Goggan, Blair, & Sampson, LLP (972) 961-0	0086

Page 1 of 1	SUBD. S5380 100.00% NBHD N5380 100.00% L# <u>DESCRIPTION</u> CLS <u>IABLE</u> <u>SC HS</u> <u>METH</u> 1 RES MH Comment LT S5380U A2 Y (100%) LOT	2 FRAME STG STCD A2 0.0	D: \$5380 100.00% NBHD.N5380 100.00  PE DESCRIPTION MTHD CLASS/SUBCL AREA MAIN AREA M MHMF24/ 1,295.0  DPEN PORCH F // 100.0  DPADD ON FOR 2008 DB BLUE/WHITE	SALE DT PRICE GRANTOR DEED INFO 04/01/2014 GUEVARA CARDENASF DE / 2014 / 00000 04/21/1993 ALLENDER LEROY ECD / 779 / 276	BUILDING PERMITS ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL	REMARKS  N/C 2014 GL- N/C 2010-DB; -ANNEXED INTO THE CITY OF ROCKWALL PER RESOLUTION 06-07 FOR THE 2010 TAX YEAR- NO CHG FOR 09 PER DB BLUENWHITE	YR DATE DATE	UTILITIES R GENERAL  UTILITIES R LAST APPR KP		ROCKWALL CENTRAL APPRAISAL DISTRICT PROPERTY 25324 R Legal Description ROCKWALL LAKE EST #2, LOT 1413 MH LABEL # UNK0000000
Effective Date of Appraisal January 1 Date Printed 12/11/2014 11:50:22AM by JPRICER	LAND INFORMATION IRR Wells 0 Capacity 0 IRR Agres 0  DIMENSIONS UNIT PRICE GROSS VALUE ADJ MASS ADJ VALSRC MKT VAL AG APPLY 0.1650 AC 5,400 00 5,400 1.00 A 5,400 NO 5,400	0.00 Homesite Y (100%) 200 200	19%         IMPROVEMENT INFORMATION           UNIT PRICEUNITS         BUILT         EFF YR         COND         VALUE         DEPR PHYS         ECON         FUNC         COMP         ADJ VALUE           25 21         1980         1980         200         100%	0000 III III III III III III III III II	- St 100	R M MA	37.4	APPR VAL METHOD: Cost  SKETCH for improvement #1 (MOBILE HOME)	ACRES: EFF. ACRES:	OWNER ID CITY OF ROCKWALL CRV/ OWNERSHIP 100.00%  PROPERTY APPRAISAL INFORMATION 2015  CAD CRV/ CRV/ GRW/ SRW SRW
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# CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Section 212.172 Texas Local Government Code by and between the City of Rockwall, Texas [the 'City'] and <u>TERRAVISTA INVESTORS</u>, <u>LLC</u>, ['Owner's'] the property owners of the hereinafter described property [the 'Property'] in Rockwall County, Texas, sometimes individually or collectively referred to as *Party* or *Parties*:

That property described in a deed to <u>TERRAVISTA INVESTORS</u>, <u>LLC</u> which is recorded at *Volume 7283 Page 108* of the Deed Records of Rockwall County, Texas, and commonly known as *Tax Parcel No.* <u>0142-0000-0018-01-0R & 0142-0000-0018-00-0R</u>, which is attached hereto as *Exhibit 'A'*, consisting of approximately **97.2821** acres of land.

**WHEREAS,** Owners represent that the *Property* is within the *City's* existing extraterritorial jurisdiction and more particularly described on *Exhibit 'A'* and to the extent that a portion of the *Property* lies outside the *City's* extraterritorial jurisdiction, *Owners* have voluntarily petitioned for inclusion of such land within the *City's* ETJ; and

**WHEREAS**, *Owners* desire that the *Property* remain in the *City's* extraterritorial jurisdiction (*'ETJ'*) for the term of this Agreement;

**WHEREAS,** *Owners* and the *City* acknowledge that this Agreement between them is binding upon the *City* and the *Owners* and their respective successors and assigns for the term of the Agreement;

WHEREAS, Owners represent that it is their intention to develop the *Property* during the term of this Agreement in accordance with the Development Plan, as set forth and described in *Exhibit 'B'* attached hereto; and

**WHEREAS**, this Agreement is to be recorded in the Real *Property* Records of Rockwall County;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

#### **SECTION 1.**

<u>Continuation of ETJ Status</u>. The *City* guarantees the continuation of the extraterritorial status of the Property and agrees not to annex the *Property* for the term of this Agreement, as hereinafter defined, and any subsequent renewals as may be agreed upon by the Parties, subject, however, to the provisions of this Agreement.

#### **SECTION 2.**

<u>Development Plan</u>. The *Owners* covenant and agree that use of the *Property* for the term of this Agreement and any extensions agreed to by the Parties shall be limited to those uses described on a development plan prepared by the landowner and approved

by the *City* of Rockwall and herein attached as *Exhibit 'B'*. Such uses and activities constitute the Development Plan for the *Property* in satisfaction of Texas Local Government Code *Section 212.172(b)*. The *City* hereby approves the use and development of the *Property* in accordance with the Development Plan, and, specifically approves the land use as described and identified in the Development Plan. The Development Plan may be amended from time to time by written agreement between the Parties.

#### **SECTION 3.**

#### Governing Regulations

- (A) To the extent not inconsistent with the approved Development Plan, the following Rockwall regulations shall apply to any development of the *Property*, as may be amended from time to time, provided that the application of such regulations does not prevent the continuation of a use established prior to the effective date of this Agreement and which remains lawful at the time the Agreement is executed:
  - (1) The Rockwall Unified Development Code Ordinance [Ordinance No. 04-38] as amended; for purposes of evaluating any proposed development of the *Property* under the Unified Development Code.
  - (2) The Subdivision Regulations, Chapter 24 of the Code of Ordinances and as amended, together with Standards of Design and Construction, City of Rockwall Texas, as supplemented by the North Central Texas Council of Governments Standard Specifications for Public Works Construction, North Central Texas, 3rd Ed. 1998 (NCTCOG Manual).
  - (3) The Building Codes, [Ordinance No. 12-02], adopting:
    - a. International Building Code, 2009 Edition with amendments;
    - b. International residential Code, 2009 Edition with amendments;
    - c. The International Fire Code, 2009 Edition with amendments;
    - d. International Plumbing Code, 2009 Edition with amendments;
    - e. International Fuel Gas Code, 2009 Edition with amendments;
    - f. Rockwall Code of Ordinances, Property Maintenance Code, with amendments:
    - g. Uniform Swimming Pool Code, 2009 Edition with amendments; and
    - h. International Energy Conservation Code, 2009 Edition with amendments.
    - National Electric Code, 2008 Edition with amendments.
    - j. Rockwall Code of Ordinances, Fences, with amendments;
    - k. Rockwall Code of Ordinances, Dangerous Buildings, with amendments;

- I. Rockwall Code of Ordinances, Moving of Buildings, with amendments.
- (4) The Sign Regulations, Section 15-232 (B) [Ordinance 10-07].
- (B) If, pursuant to this Agreement or following termination of the Agreement, portions of the *Property* are annexed to the City, the Parties further covenant and agree that the use and development of such land thereupon shall be subject to the regulations of the lowest intensity single-family residential district and the subdivision regulations then in effect. In the event any portion of the *Property* is developed in compliance with this Agreement, then following annexation the *Property* will be rezoned consistent with the City's approved Comprehensive Plan so that development pursuant to this Agreement does not result in a nonconforming use of the *Property* and the future use and development of such land shall be governed by the regulations of the zoning district to which the land is reclassified and the subdivision regulations in effect at the time of approval of such rezoning.

#### **SECTION 4.**

#### Agreement Deemed Void in Part; Voluntary Annexation.

- (A) If an *Owner* files any application for or otherwise commences development of any portion of the *Property* inconsistent with the development plan provided in Section 2, sections 1 and 3 of this Agreement shall become null and void, except as herein expressly provided for.
- (B) Thereafter the City may initiate annexation of the *Property* pursuant to Texas Local Government Code Subchapter C-1, or other such other provisions governing voluntary annexation of land as may then exist. *Owners* expressly and irrevocably consent to annexation of the *Property* under such circumstances. The *Owners* further agree that such annexation by the City shall be deemed voluntary, and not subject to the requirements and procedures for an annexation plan, as required by Texas Local Government Code Section 43.052, or successor statute.
- (C) Any development application that is submitted to the City for the *Property* during the term of this Agreement or during any extension, that is inconsistent with the development plan and governing regulations, shall be denied based upon such plan and governing regulations, which collectively shall constitute regulations in effect at the time such application is submitted. The *Owners* expressly waive any vested rights that might otherwise arise under Texas Local Government Code Section 43.002 or Chapter 245, or successor statute, from the submittal of such inconsistent development application. The *Owners* further agree that no use commenced or completed on the *Property* that is inconsistent with the Development Plan shall be considered established or in existence prior to the date that the City annexes the *Property* pursuant to this section.
- (D) If the City's right to annex, as of the date of this Agreement, is in any way diminished by a subsequent act by the Legislature of the State of Texas during

the one year period or any additional period, that this Agreement is in effect, then such act shall be considered as a voluntary petition to annex.

#### **SECTION 5.**

<u>Notice of Sale</u>. If the *Owner* sells or conveys any portion of the *Property*, prior to such sale or conveyance, *Owner* shall give 30 days written notice of this Agreement to the prospective purchaser or grantee and the prospective purchaser or grantee acknowledge the City's rights under the terms of this Agreement. A copy of said notice and acknowledgement shall be forwarded to the City at the following address:

Attn: City Manager
City of Rockwall
City Hall
305 S. Goliad Street
Rockwall, Texas 75087

#### **SECTION 6.**

<u>Recording.</u> This Agreement is to run with the <u>Property</u> and be recorded in the real property records, Rockwall County, Texas.

#### SECTION 7.

<u>Severability</u>. Invalidation of any provision of this Agreement by judgment or court order shall not invalidate any of the remaining provisions which shall remain in full force and effect. It is the intent of the parties that, should it be determined that any portion of the *Property* was outside of the City's then existing ETJ at the time this Agreement took effect, the provisions of this Agreement shall apply to the remainder of the *Property* located within the City's extraterritorial jurisdiction.

#### **SECTION 8.**

<u>Remedies</u>. This Agreement may be enforced by either *Owners* or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Entry into this Agreement by *Owners* waive no rights as to matters not addressed in this Agreement.

#### **SECTION 9.**

<u>Change in Law.</u> No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to Section 3.

#### **SECTION 10.**

Venue. Venue for this Agreement shall be in Rockwall County, Texas.

#### **SECTION 11.**

<u>Execution in Multiple Copies</u>. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

#### **SECTION 12.**

<u>Term and Extension</u>. The initial term of this Agreement shall be for a period of fifteen (15) years from the Effective Date (*the 'Term'*). The Effective Date of the Agreement shall be the date the Agreement is executed by the City. Within 180 days prior to end of the Term of the Agreement, the City shall notify the *Owners* in writing that the Agreement is due to expire. If *Owners* desire to extend the operation of this Agreement beyond its Term, the *Owners*, at least 150 days prior to the end of the Term, shall submit a written request to the City for such an extension (*an 'Extension Request'*). The City, at least 90 days prior to the end of the Term shall notify *Owners* in writing, delivered by certified mail, with respect to its decision whether to extend this Agreement for an additional one (1) year term (*referred to as a 'Subsequent Term'*). In the event such written notice from the City of its decision is not received by the *Owners* at least 90 days prior to the end of that Term such Extension Request is deemed granted and this Agreement continues for another Subsequent Term.

#### **SECTION 13.**

<u>Termination</u>. If the *Owners* do not provide an Extension Request pursuant to Section 12, or upon a written decision by the City not to extend the term of this Agreement for a Subsequent Term following the Term, then *Owners* shall be deemed to have filed a petition for voluntary annexation as of the end of the Term of this Agreement. If *Owners* submitted an Extension Request, then a notice pursuant to Section 13 by the City that it has decided not to extend the Term of this Agreement shall also include a notification whether it intends, subject to the procedures required by law, to accept the petition for voluntary annexation. If *Owners* did not submit an Extension request then the City, at least 90 days prior to the end of the Initial Term, shall provide a written notification to *Owners*, by certified mail, whether it intends, subject to the procedures required by law, to accept the petition for voluntary annexation. Any annexation proceedings pursuant to this section shall be commenced within 180 days after the end of the Term.

#### **SECTION 14.**

Negotiations. Upon termination of this Agreement and the decision by the City to accept the petition for voluntary annexation by the Owners, as provided in Section 12 or Section 13, then Owners and the City will enter into good faith negotiations regarding the service plan to be implemented, provided that, unless the parties agree otherwise, the service plan for such land shall conform to, and be implemented in accordance with the City's then existing adopted comprehensive and utility master plans. Upon annexation, the zoning shall initially be a use consistent with development of the Property consistent with the Development Plan or if the Property has not been developed, the lowest intensity residential district, until an appropriate change in zoning is made pursuant to Chapter 211, Texas Local Government Code or successor statute. In connection with annexation pursuant to this section, the Owner hereby waives any and all vested rights and claims that he may have under Section 43.002(a)(2) and Chapter 245 Texas Local Government Code that would otherwise exist by virtue of any

actions *Owners* may take between the termination of this Agreement and the completion of annexation proceedings by the City. Unless the City declines to annex the *Property* on the petition of the property *Owner*, the Development Plan and governing regulations consistent with the Development Plan shall apply to any proposed development application prior to completion of annexation proceedings and the adoption of permanent zoning regulations for the *Property*, and the Development Plan and governing regulations consistent with the Development Plan shall be kept in effect for such purposes.

#### **SECTION 15.**

<u>Survival of Covenants</u>. The covenants in Sections 2, 4, 14, and 15 shall survive termination of this Agreement, together with any other provisions, as may be necessary for the implementation of those sections.



The Parties hereto have ex	xecuted this agreement as of	
Owners:		
TERRAVISTA INVESTOR	S, LLC	
Joseph E. Howell	l, Manager	
THE STATE OF TEXAS	}	
COUNTY OF	}	
This instrument was a 2015.	acknowledged before me on the	day of
Notary Public, State of To	exas	
THE STATE OF TEXAS	}	
COUNTY OF	}	
2015.	acknowledged before me on the	day of
Notary Public, State of To	exas	

### THE CITY OF ROCKWALL, TEXAS

By:	<del></del>	
	_	
THE STATE OF TEXAS	}	
COUNTY OF	}	
This instrument was	acknowledged before me on the	e day of
2015.		
Notary Public, State of	Texas	

TRACT 1:

# Exhibit 'A' Legal Description

PART of the S. McFadgin Survey, Abstract No. 142, situated in Rockwall County, Texas, being the same tract of land described by Substitute Trustee's deed to Meridian Bank Texas (Tract 1) recorded in Volume 6659, Page 53 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the west corner of said Meridian tract, also for the west corner of a tract of land described by deed to Nan B. Miller recorded in Volume 7042, Page 75 of the Real Property Records of Rockwall County, Texas, also lying on the easterly line of Farm Market Road 548, an 80.00 feet wide right-of-way;

THENCE North 45 degrees 21 minutes 36 seconds East, along the northwest line of said Meridian tract and the southeast line of said Miller tract, along a wire fence, passing at a distance of 319.42 feet a 1/2 inch iron rod found for the east corner of said Miller tract and the west corner of the remainder tract to Glenn R. Robinson and wife, Gay L. Robinson recorded in Volume 532, Page 176 of the Deed Records of Rockwall County, Texas, and continuing along the northwest line of said Meridian tract and said wire fence, passing at a distance of 2,956.48 feet a 1/2 inch iron rod found for the east corner of a tract described by deed to Ronald Adley recorded in Volume 3774, Page 118 of the Real Property Records of Rockwall County, Texas, same being the most westerly corner of a 15.00 acre tract described by deed to Paul Bennett and Dorothy Alexander recorded in Volume 168, Page 711 of the Deed Records of Rockwall County, Texas, and continuing along the northwest line of said Meridian tract and a southeast line of said Bennett tract, and said wire fence, for a total distance of 3,127.32 feet to a 1/2 inch iron rod found for the north corner of said Meridian tract and an ell corner of said Bennett tract, from which a 1/2 inch iron rod found bears North 49 degrees 07 minutes 01 second West, 1.13 feet;

THENCE South 44 degrees 41 minutes 35 seconds East, along the northeast line of said Meridian tract and along a wire fence, a distance of 1,219.13 feet to a 1/2 inch iron rod found for the east corner of same, also for the north corner of a tract of land described by deed to Glenn Chadwell Turner and Kimberly Michelle Turner recorded in Volume 1676, Page 278 of the Deed Records of Rockwall County, Texas:

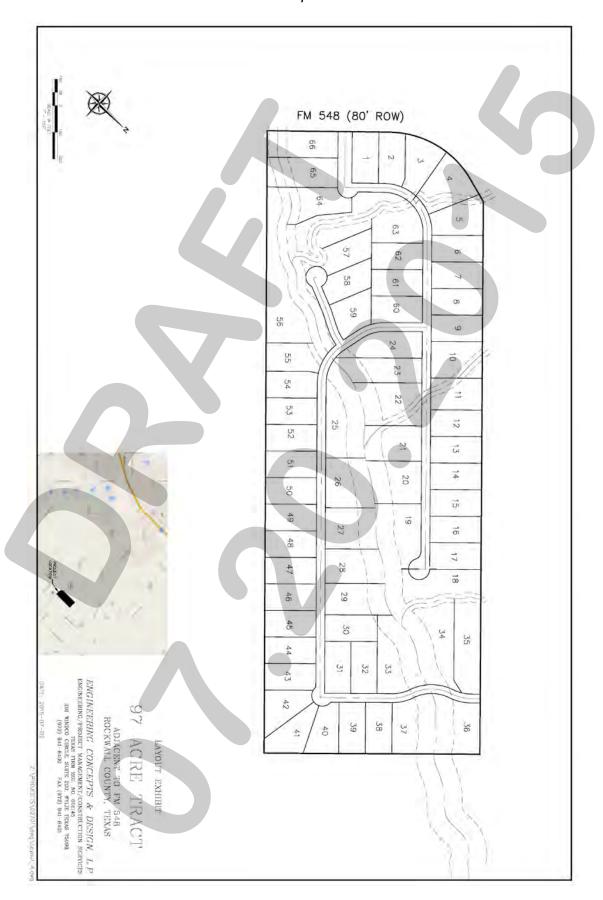
THENCE South 45 degrees 17 minutes 01 seconds West, along the southeast line of said Meridian tract, and the northwest line of said Turner tract, also along a wire fence, passing at a distance of 363.02 feet a 1/2 inch iron rod found for the west corner of said Turner tract, and the north corner of a tract of land described by deed to Dwane Turner recorded in Volume 1676, Page 267 of the Deed Records of Rockwall County, Texas, and continuing along the southeast line of said Meridian tract and the northwest line of said Dwane Turner tract, continuing along said wire fence, passing at a distance of 1,196.66 feet a 1/2 inch iron rod with cap stamped "R.P.L.S. 2291" found for the west corner of said Dwane Turner tract and the north corner of a tract of land described by deed to Crowell Development, Co., Inc. recorded in Volume 4417, Page 152 of the Real Property Records of Rockwall County, Texas, and continuing along the southeast line of said Meridian tract and the northwest line of said Crowell Development tract, continuing along said wire fence, for a total distance of 3,521.25 feet to a 1/2 inch iron rod with cap stamped "TIPTON" found for the south corner of said Meridian tract and the west corner of said Crowell Development tract, also lying on the northeast line of the aforementioned Farm Market Road 548;

THENCE North 44 degrees 19 minutes 08 seconds West, along the northeast line of said Farm Market Road 548, a distance of 692.70 feet to a 1/2 inch iron rod found for the beginning of a curve to the right having a radius of 533.69 feet, a central angle of 59 degrees 13 minutes 01 second, and a chord which bears North 14 degrees 43 minutes 13 seconds West, 527.36 feet;

THENCE along the northeast line of said Farm Market Road 548, and said curve to the right in a northwesterly direction, an arc distance of 551.58 feet to a 1/2 inch iron rod found at the end of said curve;

THENCE North 14 degrees 53 minutes 23 seconds East, continuing along the northeast line of said Farm Market Road 548, a distance of 146.05 feet to the PLACE OF BEGINNING and containing 4,237,610 square feet or 97.282 acres of land.

Exhibit 'B' Concept Plan



# Development Standards.

- Permitted Uses. Unless specifically provided by this agreement, only those uses permitted within the Single Family 1 (SF-1) District, as stipulated by the Permissible Use Charts contained in Article IV, Permissible Uses, of the Unified Development Code (UDC), are allowed on the Subject Property.
- 2. Density and Dimensional Requirements. The maximum permissible density for the Subject Property shall not exceed one (1) dwelling unit per gross acre of land; however, in no case should the proposed development exceed 66 units. All lots shall conform to the standards depicted in Table 1 below unless specifically provided for in Table 2 below.

Table 1: Lot Dimensional Requirements

Minimum Lot Width (1)	150'
Minimum Lot Depth	250'
Minimum Lot Area (6)	43,560 SF
Minimum Front Yard Setback (2)	40'
Minimum Side Yard Setback	25'
Minimum Side Yard Setback (Adjacent to a Street)	25'
Minimum Length of Driveway Pavement (Rear and Side Yard Only)	25'
Maximum Height (3)	36'
Minimum Rear Yard Setback (4)	25'
Minimum Area/Dwelling Unit (SF) (5)	2,600 SF
Maximum Lot Coverage	45%
Minimum Number of Paved Off-Street Parking Spaces	2 Spaces
Minimum Distance Between Buildings	10'

#### General Notes:

- 1: The minimum lot width shall be measured at the *Front Yard Building Setback*. The Director of Planning or his designee may grant a reduction in the required lot width by up to 10% of the required width if deemed necessary to the design of the lot.
- <sup>2</sup>: The location of the Front Yard Building Setback as measured from the front property line.
- 3: The *Maximum Height* shall be measured to the eave or top plate (whichever is greater) of the single family home.
- 4: As measured from the rear yard property line.
- 5: The minimum area/dwelling unit only includes air conditioned square space.
- <sup>6</sup>: The minimum lot area refers to area outside of the floodplain, as defined per the City's regulations.
- 3. Building Standards. All development shall adhere to the following building standards:
  - (a) Masonry Requirement. The minimum masonry requirement for the exterior façades of all primary structures (i.e. dwelling units only) shall be 80%. For the purposes of this agreement the masonry requirement shall be limited to full width brick, natural stone, cast stone, cementaceous fiberboard horizontal lap-siding (e.g. HardiBoard or Hardy Plank), and stucco (i.e. three [3] part stucco or a comparable -- to be determined by staff). Cementaceous products (e.g. HardiBoard, Hardy Plank, Stucco, etcetera) shall be limited to 50% of the masonry requirement.
  - (b) Roof Pitch. A minimum of an 8:12 roof pitch is required on all structures with the exception of porches, which shall have a minimum of a 4:12 roof pitch.

- (c) Garage Orientation. Garages shall be accessed from a traditional 'J'-Swing or Swing type driveway arrangement. A second, single garage door facing the street is permitted behind the width of the required double door garage that is accessed from a traditional 'J'-Swing or Swing configuration.
- 4. Anti-Monotony Restrictions. The development shall adhere to the following Anti-Monotony restrictions (for spacing requirements see the illustration below):
  - (1) Exterior wall materials must comply with the *Masonry Requirements* listed in *Section 3.(a)*. Additionally, all chimneys are required to utilize masonry materials.
  - (2) Identical brick blends or paint colors may not occur on adjacent (side-by-side) properties along any block face without at least four (4) intervening homes of differing materials on the same side of the street beginning with the adjacent property and two (2) intervening homes of differing materials on the opposite side of the street.
  - (3) Front building elevations shall not repeat along any block face without at least four (4) intervening homes of differing appearance on the same side of the street and two (2) intervening homes of differing appearance on the opposite side of the street. The rear elevation of homes backing to open spaces or on FM-548 shall not repeat without at least two (2) intervening homes of differing appearance. Homes are considered to have a differing appearance if any of the following two (2) items deviate:
    - (a) Number of Stories
    - (b) Garage Location
    - (c) Roof Type and Layout
    - (d) Articulation of the Front Façade
  - (4) Crown molding will be installed in all living and family rooms, unless vaulted or popup ceilings are utilized. No *Formica* countertops may be installed in kitchens and/or bathrooms, and vinyl flooring and blown acoustic ceilings are prohibited.
  - (5) Each phase of the subdivision will allow for a maximum of four (4) compatible roof colors, and all roof shingles shall be an architectural or dimensional shingle (3-Tab Roofing Shingles are prohibited). Alternatively, a tile, metal or other higher quality may be utilized as a roofing material pending it conform to the Anti-Monotony Restrictions stated in this section.

See the Illustrations on the following page.

Illustration 1: Properties line up on the opposite side of the street. Where RED are the same.



Illustration 2: Properties do not line up on opposite side of the street. Where RED are the same.

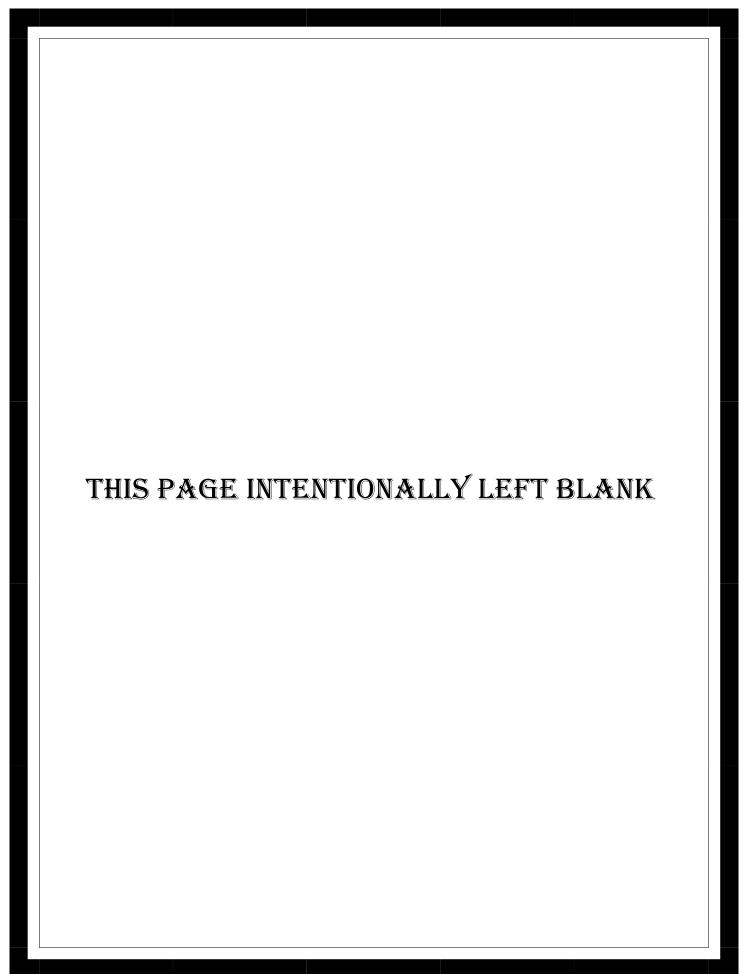


- 5. Fencing Standards. Fences are not mandatory for any lot within this subdivision; however, if a property owner chooses to construct a fence it will need to adhere to the following standards:
  - (a) Solid Residential Fencing. All solid residential fencing shall be cedar standard fencing material (minimum ½" thickness) or better (spruce fencing is not allowed). All cedar pickets shall be placed on the public side facing the street or neighboring property.
  - (b) Wrought-Iron/Tubular Steel Fencing. Lots located along perimeter roadways (i.e. FM-548) and abutting open spaces, greenbelts and/or a park [if any] -- however, land abutting development land or yard areas of adjacent properties/homes -- shall be required to install tubular steel or wrought-iron fencing.
  - (c) Common Area Fencing. All common areas and perimeter fencing shall be maintained by a Homeowners Association (HOA) as specified by the Subdivision Regulations contained in Chapter 38 of the City's Municipal Code of Ordinances. Common area fencing shall be constructed of tubular steel or wrought-iron and not exceed six (6) feet in height.
- 6. Landscaping. At the time of final inspection of the finished home, all single-family lots shall be landscaped with large canopy trees as follows:
  - (a) Two (2) minimum three (3) inch caliper trees, as measured six (6) inches above the root ball, shall be planted in the front yard of all interior lots.

(b) Two (2) minimum three (3) inch caliper trees, as measured six (6) inches above the root ball, shall be planted in the front yard of all corner lots and two (2) additional trees shall be planted in the side yard facing the street.

Note. Any existing trees that are in conformance with the tree mitigation requirements stipulated by Article IX, Tree Preservation, of the Unified Development Code, which can be preserved, will be counted as credits towards all required landscaping requirements.

- 7. Lighting. Light poles shall not exceed 20-feet in total height (i.e. base and lighting standard). All fixtures shall be directed downward and be positioned to contain all light within the development area.
- 8. Streets. The street cross sections shall be as depicted within *Exhibit 'B'* of this agreement. The property owner (with direct adjacency) shall be responsible for maintaining the area between edge of pavement and their property line (*i.e.* the bar ditches/drainage areas).
- 9. On-Site Sewage Facilities. Septic Systems are permitted on all lots within this subdivision pending conformance to the following standards:
  - (a) All Septic Systems shall be designed by a licensed On-Site Sewage Facility (OSSF) professional (e.g. licensed engineer, sanitarian, and etcetera).
  - (b) A stamped and signed copy of the Septic System plans indicating the full limits of the septic field shall be submitted to the city at the time of building permit on a lot-by-lot basis.
  - (c) All Septic Systems shall be inspected and approved by the City's chosen inspector.
- 10. Buried Utilities. New distribution power-lines required to serve the Subject Property shall be placed underground, whether such lines are located internally or along the perimeter of the Subject Property, unless otherwise authorized by the City Council. New transmission power-lines, or distribution lines of a size not typically or cost effectively placed underground (3-phase lines), or additional lines that are added to existing poles, may be above ground, if located along the perimeter of the Subject Property. The Developer shall not be required to relocate existing overhead power-lines along the perimeter of the Subject Property.
- 11. Neighborhood Signage. Permanent subdivision identification signage shall be permitted at all major entry points for the proposed subdivision. Final design and location of any entry features shall be reviewed and approved with the final plat.
- 12. Homeowner's Association (HOA). A Homeowner's Association shall be created to enforce the restrictions established in accordance with the requirements of Section 38-15 of the Subdivision Regulations contained within the Municipal Code of Ordinances of the City of Rockwall. The HOA shall also maintain all neighborhood parks, trails, open space and common areas, irrigation, landscaping, screening fences associated with this development.





**TO:** Mayor and City Council

**CC:** Rick Crowley, *City Manager* 

Robert LaCroix, Director of Planning and Zoning

FROM: Ryan Miller, Planning Manager

**DATE:** July 20, 2015

**SUBJECT:** Z2015-015; Riggs Property (AG to PD)

On July 16, 2015, the applicant, Rich Darragh of the Skorburg Co., requested to withdraw *Case No. Z2015-015*. According to Section 5, *Application Withdrawal*, of the Article II, *Authority and Administrative Procedures*, of the Unified Development Code (UDC), any case that has been published in the paper and notifications of a public hearing sent out must be placed on the public hearing agenda and acted upon by the applicable body.



July 15, 2015

City of Rockwall Attn: Ryan Miller

Skorburg Company 8214 Westchester, Suite 710 Dallas, TX 75225

Dear Ryan,

Skorburg Company would respectively request to withdraw their submittal, Zoning Case Z2015-015. This case calls for the rezoning of the property located in the A-187 Strickland, J, owned by Williams Audy Riggs Sr. Estate located West of Anna Cade Rd., E of Breezy Hill Ln. and W of the Breezy Hill Subdivision.

11/1/1/1/1

John Arnold

Development Partner

# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 07/20/2015

**APPLICANT:** Rich Darragh, Skorburg Company

AGENDA ITEM: Z2015-015; Riggs Property (AG to PD)

# **SUMMARY:**

Hold a public hearing to discuss and consider a request by Rich Darragh of the Skorburg Company on behalf of the owner William Audy Riggs, SR Estate for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District land uses, on a 93.00-acre tract of land identified as Tract 33 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, located on the east side of Breezy Hill Road north of FM-552, and take any action necessary.

# PURPOSE:

On May 15, 2015, the applicant submitted an application requesting to rezone a 93.00-acre tract of land from an Agricultural (AG) District to a Planned Development District for a single-family, residential subdivision that will consist of 231 single-family lots, an amenities center and open space areas. The property, which was annexed into the City on February 4, 2008 by *Ordinance No. 08-12*, is located northeast of the Breezy Hill Subdivision and is currently vacant agricultural land.

## **ADJACENT LAND USES AND ACCESS:**

The land uses adjacent to the subject property are as follows:

**North:** Directly north of the subject property is the City's corporate boundaries followed by a vacant tract of land situated within the City's Extraterritorial Jurisdiction (ETJ).

**South:** Directly south of the subject property is the City's corporate boundaries followed by several single-family homes situated within the City's Extraterritorial Jurisdiction (ETJ).

**East:** Directly east of the subject property is the City's corporate boundaries followed by a portion of Anna Cade Road, which is identified as a *Minor Collector* on the City's Master Thoroughfare Plan. Beyond this thoroughfare are several single-family homes situated within the City's Extraterritorial Jurisdiction (ETJ).

West: Directly west of the subject property is a strip of land that connects Breezy Hill Road with the property directly north of the subject property and serves as a private access drive. Beyond this is a vacant 91.011-acre tract of land, zoned Planned Development District 74 (PD-74) for single-family land uses, that is scheduled to be a future phase of the Breezy Hill Subdivision.

# **CHARACTERISTICS OF THE REQUEST:**

Along with the application, the applicant has submitted a concept plan and development standards for the proposed residential subdivision. The concept plan shows that the subdivision will consist of 53, 80' x 125' lots; 62, 70' x 120' lots; and 116, 60' x 120', which equals an average lot size of ~7,288 SF and a gross residential density of 2.48 units/acre. Incorporated within the development will be 22.00-acres of open space and an amenities center that will serve the 231 single-family lots.

It should be pointed out that the proposed PD Ordinance has similar standards as were approved in Planned Development District 74 (PD-74) [i.e. the Breezy Hill Subdivision], and according to the applicant will be constructed as future phases of the adjacent subdivision. A summary of the proposed development standards is as follows:

	Lot Type ▶	Α	В	С
Minimum Lot Width/Frontage		60'	70'	80'
Minimum Lot Depth		120'	120'	125'
Minimum Lot Area		7,000 SF	8,400 SF	10,000 SF
Minimum Front Yard Setback		20'	20'	20'
Minimum Side Yard Setback		5'	5'	5'
Minimum Side Yard Setback (Adjacent to a	Street)	10'	10'	10'
Minimum Length of Driveway Pavement		20'	20'	20'
Maximum Height		32'	36'	36'
Minimum Rear Yard Setback		10'	10'	15'
Minimum Area/Dwelling Unit (SF) *		2,200 SF	2,400 SF	2,600 SF
Garage Orientation		J-Swing or Front Entry	J-Swing or Front Entry	J-Swing or Front Entry
Minimum Percentage of 3-Car Garages Red	quired	33%	33%	80%
Maximum Lot Coverage		65%	65%	65%

#### Notes:

# Waivers to Code Requirements:

It should be noted that the development standards contained within the PD Ordinance deviate from the requirements of the Engineering Department's *Standards of Design and Construction* Manual in the following ways:

1) According to the Engineering Department's Standards of Design and Construction Manual, "(t)he City Council may waive the residential alley requirement upon determination by the Council, if it is in the best interest of the City." Currently, the applicant is requesting to allow J-Swing and/or Front Entry garages that comply with Article VI, Parking and Loading, of the Unified Development Code (UDC) in lieu of alleys. This requirement has been waived for other subdivisions throughout the City when the PD Ordinance conforms to the requirements stipulated by the UDC.

# **CONFORMANCE WITH THE COMPREHENSIVE PLAN:**

In reviewing the proposed concept plan for conformance to the policies and guidelines of the Comprehensive Plan, staff made the following recommendations to the applicant:

1) Single-family lots adjacent to open space should be front loaded for the purpose of maximizing the value of the adjacent single-family homes, preserving view corridors along the streetscapes, and to better optimize the use of open space within the development.

According to the residential policies established by *Resolution 07-03* contained within the Comprehensive Plan, "(t)o ensure that the maximum value accrues to both parks and homes, adjacent homes should directly face the park, whether or not there may be an intervening street ..." and that "(t)he subdivision and development process should include consideration of the way in which residential and non-residential lots are laid out – adjacency and accessibility to park and open space areas should be optimized in all types of development." [1.d.vii & 1.d.x] The proposed concept plan currently shows the majority of the lots backing to open space, which the applicant has stated is necessary due to several existing ponds situated on the property that limit the ability to lay lots out in a front loaded format with regard to the street layout. Additionally, the applicant has indicated a preference to allow the lots to back to open space as a selling point for the proposed subdivision. The purpose of this requirement in the Comprehensive Plan is to

<sup>:</sup> A maximum of 20% of the lots may have homes of not less than 2,500 SF.

increase the availability of open space and park amenities while maintaining property values. In this case, the proposed subdivision has direct proximity to the public park provided in the Breezy Hill Subdivision that could satisfy the availability to the open space requirement. As a compensatory measure staff has included a condition of approval that would require the applicant to provide direct connectivity to the park, which could be achieved through a trail system or the extension of *Street K* into the adjacent phase of the Breezy Hills subdivision.

2) Increased street connectivity for safety and access can be achieved by removing unnecessary cul-de-sacs.

According to the *Transportation* section of the Comprehensive Plan, neighborhood streets should be designed to promote, "... safe, low speeds, and to encourage more walking, cycling, and social interaction..." and "(e)nhance walkability with an interconnected pattern of streets and continuous sidewalks, short blocks, and safe pedestrian crossings." (*Pages 50-55*) On the original concept plan submitted by the applicant, cul-de-sacs were utilized on Streets 'D', 'H', 'I' & 'J'. Since staff made this recommendation, the applicant revised the plan to remove these cul-de-sacs for the purpose of increasing street connectivity within the proposed development.

## Conformance with the Future Land Use Map

The Future Land Use Map, contained within the Comprehensive Plan, designates the subject property for *Low Density Residential* land uses. According to the Comprehensive Plan, "(I)ow density residential is defined as less than two (2) units per acre; however, a density up to two and one-half (2.5) units per gross acre may be allowed within a residential Planned Development District that includes the dedication and/or development of additional amenities exceeding the minimum standards for residential Planned Developments." Additionally, the Planned Development District standards contained within the Unified Development Code (UDC) require a minimum of 20% of the gross land area be dedicated to open space.

In this case, the concept plan depicts a residential density of 2.48 units/acre, which is less than the 2.5 units/acre permitted by the *Low Density Residential* land use designation. The applicant is also showing 22.0-acres of open space, which exceeds the 20% open space requirement stipulated by the UDC and Comprehensive Plan by 3.4-acres (18.6-acres open space required). Additionally, the applicant has indicated that an Amenities Center will be provided. Staff has also placed a condition of approval requiring connectivity between the subject property and the adjacent public park, which should further increase the amenity being offered by the proposed development.

## Conformance with the Master Thoroughfare Plan

The Master Thoroughfare Plan contained with the Comprehensive Plan shows two (2) *Minor Collectors* adjacent to the property at Breezy Hill Road and Anna Cade Road. The applicant has stated that they are requesting a waiver to the improvements of these roadways for the following reasons:

- Anna Cade Road. The only portion of Anna Cade Road adjacent to the property is the north/south portion along the eastern property line. The concept plan depicts only emergency access being needed off this roadway. Additionally, the City has no plans to improve the north/south portions of Anna Cade Road since the majority of this roadway is located outside of the City's corporate boundaries in Rockwall County.
- 2) Breezy Hill Road. The concept plan shows that the applicant will not take access off Breezy Hill Road, instead opting to circulate traffic back through the adjacent Breezy Hill Subdivision. The purpose for this roadway alignment is to continue the requirements that were established with the Breezy Hill Subdivision, which limited the applicant's ability to access this roadway.

Currently, staff is in the process of reviewing and revising the Master Thoroughfare Plan, and has recommended to the applicant that they provide an east/west connector that will connect Anna Cade Road to John King Boulevard. *Street A* represents this *Minor Collector* that will carry traffic from Anna Cade Road, through the subject property and the Breezy Hill Subdivision, and down through the adjacent Life Springs Church property to John King Boulevard. It is believed that this roadway is necessary to account for future growth within the City's Extraterritorial Jurisdiction (ETJ) within Collin County.

The proposed zoning case does appear to conform to the majority of the Comprehensive Plan's policies and guidelines with the exception of the proposed front loaded lot requirement stipulated by *Resolution 07-03*. Additionally, the proposed land use does conform to the Future Land Use map. With this being said, the proposed density and conformance with the Master Thoroughfare Plan remain discretionary decisions for the City Council.

# **NOTIFICATION:**

On June 26, 2015, staff mailed five (5) notices to property owners and residents within 500-feet of the subject property. Additionally, staff posted a sign along Anna Cade Road, and advertised the public hearings in the Rockwall Harold Banner as required by the UDC. At the time this case memo was drafted the only responses received by staff where from property owner's outside of the city limits.

The City does not show any Homeowner's Associations or Neighborhood Organizations registered under the Neighborhood Notification Program within 1,500-feet of the subject property.

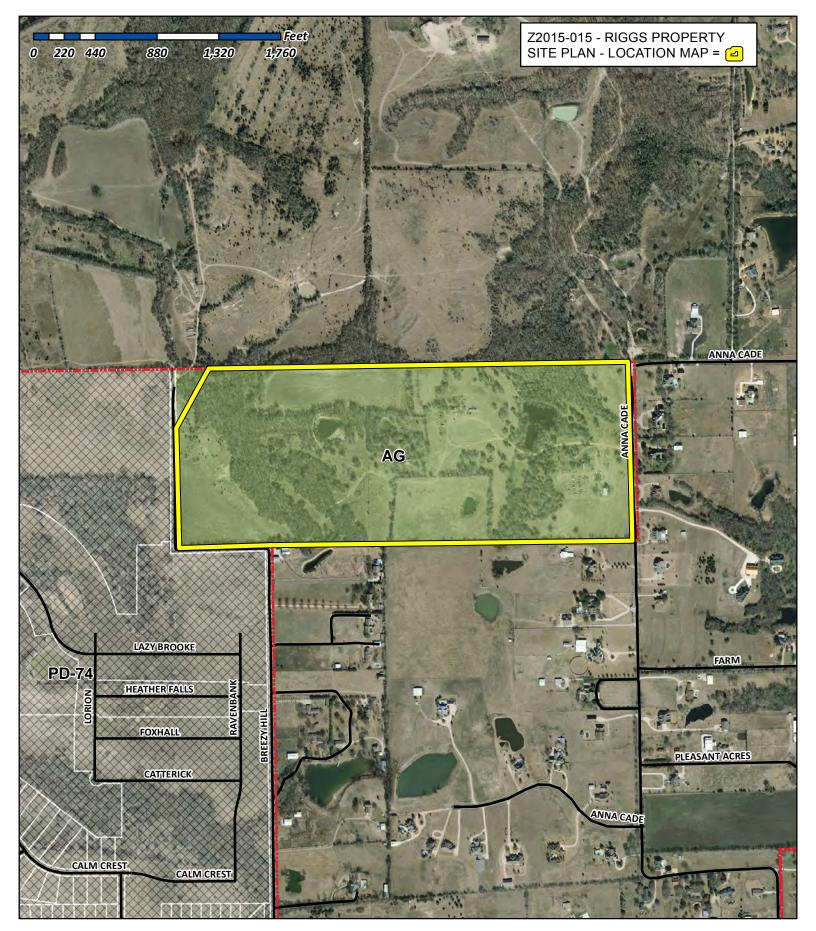
# **RECOMMENDATIONS:**

If the Planning and Zoning Commission chooses to recommend approval of the applicant's request to rezone the subject property from an Agricultural (AG) District to a Planned Development District, then staff would propose the following conditions of approval:

- 1) The applicant shall be responsible for maintaining compliance with the conditions contained within the *Planned Development District* ordinance;
- 2) The should provide connectivity to the adjacent public park located within the Breezy Hill Subdivision; and
- 3) Any construction resulting from the approval of this zoning amendment 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 & ZONING COMMISSION:**

On July 14, 2015, the Planning & Zoning Commission approved a motion recommending denial of the zoning change by a vote of 6-1, with Commissioner Fishman dissenting.





# City of Rockwall Planning & Zoning Department 385 S. Goliad Street

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.

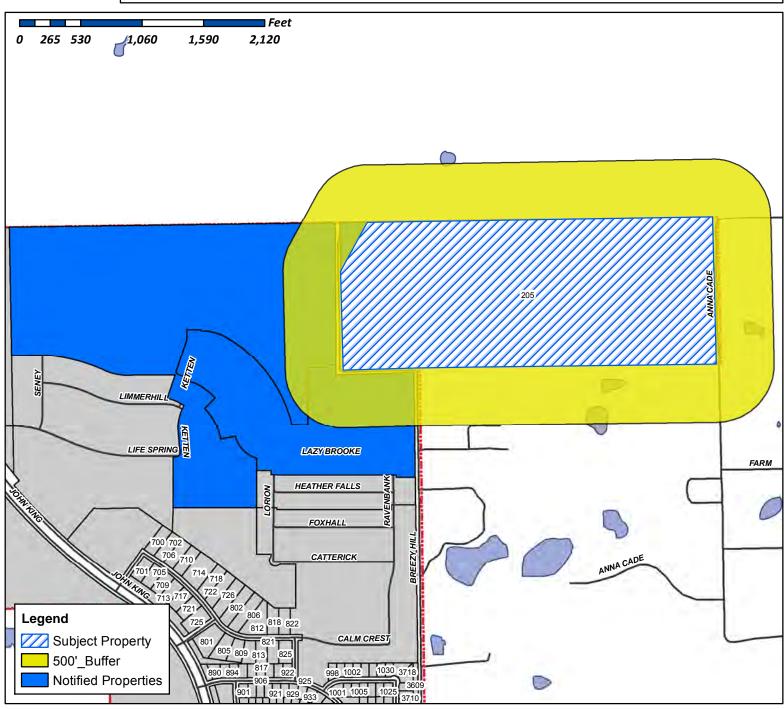




# City of Rockwall

Planning & Zoning Department 385 S. Goliad Street 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: Z2015-015** 

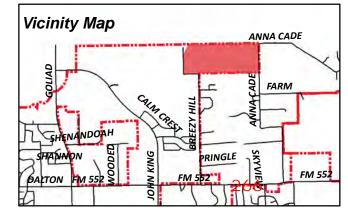
Case Name: Riggs Property

Case Type: Zoning Zoning: PD

Case Address: 205 Rockhouse Ln.

Date Created: 06/17/2015

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



To Whom It May Concern:

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

#### Case No. Z2015-015: Riggs Property

Hold a public hearing to discuss and consider a request by Rich Darragh of the Skorburg Company on behalf of the owner William Audy Riggs, SR Estate for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District land uses, on a 93.00-acre tract of land identified as Tract 33 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, located on the east side of Breezy Hill Road north of FM-552, 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**, **7/14/2015** at **6:00 p.m.**, and the City Council will hold a public hearing on **Monday**, **7/20/2015** at **6:00 p.m.** 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:

Ryan Miller 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 7/20/2015 to ensure they are included in the information provided to the City Council.

Sincerely,

#### Robert LaCroix, AICP

Director of Planning & Zoning

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

RIGGS WILLIAM AUDY SR ESTATE C/O JASON G SMITH P C 105 E KAUFMAN ST ROCKWALL, TX 75087

CURRENT RESIDENT 205 ROCKHOUSE LN ROCKWALL, TX 75087 SINKS CHARLES WILLIAM II & SANDRA LYNN 555 SINKS ROAD ROCKWALL, TX 75032

BH BALANCE II LLC 8214 WESTCHESTER DRIVE SUITE 710 DALLAS, TX 75225 BH BALANCE III LLC 8214 WESTCHESTER DRIVE SUITE 710 DALLAS, TX 75225

From: douglas pritchard

To: Miller, Ryan

Subject: Riggs Property Planning Development Date: Tuesday, June 30, 2015 12:09:33 PM

# Ryan

I wanted to again thank you for the time that you spent with me yesterday afternoon at your office. Very informative.

You mentioned that you could not accept my concerns unless they were presented into an email. So I will share the same things that I mentioned in the document that I attempted to provide yesterday. I would appreciate it if you would include my comments into the package that is submitted to all concerned city agencies.

Anna Cade road is a very quiet road with 74 homes having direct access to it. Residents ONLY have this road to ride bicycles, walk, run, walk dogs and to get from home to home. Allowing residents from 224 additional homes to have access to the road would require it to be widened and sidewalks installed for the residents protection. Most of us moved here for a "country" type of setting. Increased traffic on Anna Cade will be very dangerous to the current residents who use the road. As you mentioned from your own experience in setting up the sign for the meeting, A truck and a passenger car cannot currently pass on Anna Cade without one of them using the shoulder. Currently using the shoulder is dangerous due to the drop off. I personally know of one vehicle rolling over due to moving over to much..

Doug Pritchard 362 Farm Lane Rockwall TX 75087 972 742 7324

# Miller, Ryan

From: Joan Barnes

**Sent:** Monday, July 06, 2015 5:06 PM

To: Planning

Subject: Anna Cade Rd rezoning

# To Whom It May Concern:

My name is Joan Barnes and I have been an Anna Cade resident for 12 years, now residing around the corner on Camp Creek Rd for the past 3. I work for Rockwall ISD and spend most of my days in and around Rockwall and my neighborhood. I am completely against the proposed zoning change to Anna Cade Rd & its surrounding neighborhood.

First and foremost, I feel the amount and type of homes planned for the 93 acres in question would be excessive and not in congruence with the other homes in the area. I would rather fewer homes on larger lots to match existing homes on Anna Cade Rd/Camp Creek Rd. Adding smaller and far greater number of homes will have a direct negative effect on property values for existing homeowners.

Another concern for established residents will be the amount of traffic that will be added to our small and close knit community. We recognize one another on our street and wave and move carefully to the side for those 154 or so, traveling by car each day. Added homes & traffic will triple that number! It will be an unsafe thoroughfare to a community already brimming with multi-car families.

I feel Rockwall doesn't have the adequate infrastructure to support an additional 224 homes. In the past few years with drought, Rockwall has suffered a lack of water for already existing homes. We continue to place our trust in a volunteer fire department.

I feel rezoning of this area would greatly impact the personality and character of our small Anna Cade community. Please help us to keep the integrity of our neighborhood by NOT rezoning.

Sincerely, Joan Barnes 357 Camp Creek Rd (formally 1046 Anna Cade Rd)

# Miller, Ryan

Joe Wimpee < Monday, June 29, 2015 10:57 AM Planning From:

Sent:

To:

Z2015-015 Riggs Subject:

I am opposed to the request. There are so many reasons not to do this they can't all be listed here. I will be at the planning, and council meetings.

Thanks Joe

Joe Wimpee 972-771-8051, off 972-989-9634, cell

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# Miller, Ryan

From: Mike < > > Sent: Monday, June 29, 2015 4:36 PM

To: Planning

Cc: 'Eva Beth McGuire'

Subject: Case No Z2015-015: Riggs Property

Ryan Miller,

I am a resident of Rockwall County and I live at 150 Anna Cade Road. I am writing in regards to case Z2015-015: Riggs Property for single family use. This development plan indicates that 224 homes will be built and use both Anna Cade Rd and Breezy Hill Lane to access the development.

I am concerned that both Anna Cade and Breezy hill are not able to handle this huge increase in traffic. Anna Cade is extremely narrow and has two 90 degree turns that were probably setup for a maximum safe speed of 15 mph. A residence has been built very close to the 2<sup>nd</sup> turn and is at risk if traffic is increased to handle an additional 224 homes.

Anna Cade is narrow, there are no shoulders and there are steep banks on both sides to handle water drainage. There are no sidewalks to handle pedestrian traffic. There is no traffic control located on 552 or a turn lane to allow drivers to safely turn onto Anna Cade from 552. I recently had to drive into the ditch on 552 to avoid being rear ended by a driver heading east on 552.

If a developer wants to develop the land at the back of Anna Cade and drop the extra traffic onto Anna Cade Rd then there must be major improvements to both Anna Cade and the intersection of Anna Cade and 552 in order to keep the residents safe and to support the current use of Anna Cade by existing residents on this road.

Most evening you will find neighbors riding bikes or jogging on Anna Cade, usually after the bulk of the current residents have returned home from work. If you add 224 house which should add up to an additional 450 to 700 cars based on the number of drivers per household this will create a need for sidewalks and of course the drainage system to handle the water run-off. I am sure that Breezy Hill has these same issues.

My second issue with this plan is the density. The Rockwall development plan calls for "like" development in an area. A quick inspection of both Anna Cade and the older Breezy Hills neighborhoods will show that lots are no smaller than 1.5 acres and some of them are 5 acres or more. Most of the homes are custom homes. The new development is a much higher density and is not following a "like" development of the area. If an average lot size of 3 acres is adopted to follow the "like development of both the Anna Cade and Breezy Hill neighborhoods that this land will join then there should be a maximum of 30 home sites in this area which would reduce the demand on either road or change the look of the existing neighborhoods.

I will be out of town when the PZ takes up this open meeting so I wanted to make sure you were aware of my concerns. I know that many of my neighbors have expressed these same concerns and will be present for this meetings. I will be present at future meetings and in touch with my neighbors during my absence to follow the progress of this case.

Thank you for taking the time to read this email and to consider these issues. My telephone numbers are below if you have any questions.

Sincerely,

Mike McGuire 150 Anna Cade Rd

# Miller, Ryan

From: Scott Justiss < Sent: Saturday, July 04, 2015 8:38 AM

To: Planning

**Subject:** Breezy Hill Development Z2015-013

# Rockwall Planning & Zoning Committee

In regards to case number **Z2015-015**: Hold a public hearing to discuss and consider a request by Rich Darragh of the Skorburg Company on behalf of the owner William Audy Riggs, SR Estate for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District land uses, on a 93.00-acre tract of land identified as Tract 33 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, located on the east side of Breezy Hill Road north of FM-552, and take any action necessary.

I have several concerns that I think need to be considered.

- Street "A" connecting to Anna Cade Road; this will greatly increase the traffic load onto Anna Cade. As
  you know, Anna Cade is an older, narrow blacktop road that is not built for heavy traffic loads. With the
  quickest route to Hays Elementary & to the new High School, children will use this route. If the
  development is to proceed, Anna Cade Road should be upgraded to concrete surface, widened, and
  sidewalks installed for safety.
- 2. All of the homes to the immediate north, south, and east are built on acreage. To put a subdivision in with SF-10 does not keep with "comprehensive" planned development. The development should be zoned "Single Family Estate District".
- 3. All existing homes along Anna Cade Road face out to the road. To have the back of the houses in the proposed development facing Anna Cade Road does not make sense. At a minimum, the proposed lots and homes along Anna Cade, should have a road built parallel to Anna Cade with the proposed setbacks and screenings, and the lot sizes should be 3 acres to match existing homes sites.
- 4. There has also been rumors of using "condemnation" on private property or easements. This is completely wrong as Rockwall City Council recently agreed with on the proposed North Texas Gateway toll road. "Condemnation" cannot be used for the profitability of a private developer.

Any considerations given to our concerns would be greatly appreciated.

Regards,

Scott & Donna Justiss 17007 E Anna Cade Rd Rockwall, TX. 75087

273

Glenn Mysza Janice Lynn 12000 N Anna Cade Rd Rockwall, Tx 75087

Ryan Miller Rockwall Planning and Zoning Dept 385 S Goliad St Rockwall, Tx 75087

Dear Sir:

We are very much against the proposed housing addition Z2015-015 Riggs. The density of housing in this proposal is exactly opposite of existing homes in the area. To allow entry level houses in an area of larger homes on acreage would defeat the purpose of a department of planning and zoning. The people proposing this addition cite "diversity" as a reason for acceptance. This tells us that they are quite aware their proposal doesn't fit the area. If we wanted diversity, we wouldn't need a planning and zoning board.

The addition of so many families would create problems for the area. People using Anna Cade Road are already concerned about passing oncoming cars between stone mailbox monuments. Added noise and congestion defeats the reason people have built their retirement homes in the area. This proposal should not have been considered from the outset.

Sincerely,

Allen E. Mysza

Glenn E. Mysza

Janice E. Lynn

Manice E. Lynn

# Miller, Ryan

From: John Tolbert

Sent: Monday, July 13, 2015 10:18 PM

To: Miller, Ryan Cc: Jennifer Tolbert

**Subject:** Z2015-15: Opposition to proposed development

Mr. Miller,

I am writing to oppose the proposed development of the Riggs Property submitted as Z2015-15. I live at 1232 Anna Cade Rd., which is the 8.98 acre parcel adjoining the Riggs Property along its southeastern boundary line. We share approx. 1,100 feet of property line. As such, our property and home will be significantly and dramatically impacted by the decisions made by the Planning and Zoning Commission and the City Council.

My email is coming to you from Durban, South Africa. As noted in my prior email requesting a postponement of the public hearings, I am traveling with a group of young people from Lake Pointe Church in Rockwall to Durban to assist our ministry partners with some community and compassion ministries <u>until July 22nd.</u> For this reason, I am unable to attend the public hearings in person; however, my wife and others should be in attendance to oppose the proposal.

We have lived on Anna Cade for the past two years. We previously lived in The Shores neighborhood in Rockwall. Our move was prompted by a long-held desire to move out of the highly-developed neighborhood and to seek out a more open environment to raise our family. We believe we found that perfect place on Anna Cade. The current proposal threatens to impose another highly-developed neighborhood on our boundary and steal from us of the very purpose of our move to this location.

Since our property adjoins the property on which the development is proposed, I am very concerned about the negative effects that will come. I attended the meeting on June 30th to hear the proposal from the Skorburg Company. The developer will tell you fantastic stories of what they intend to do, but they will not highlight any of the unintended consequences that will come with a 224-house development and road across the Riggs Property. I would like to highlight a few of the other consequences for you. These consequences do not change even if the developer reduces the plan to 156 homes.

First, I am concerned with the density of the proposed development. Most of the existing homes on Breezy Hill, Anna Cade, and Camp Creek sit on multiple acre lots. This helps to preserve the open nature of the area. The developer is currently proposing a density for the project that is completely counter to the nature of the existing homes in the area. In other words, the density proposed is not in keeping with any of the adjoining properties to the Riggs Property. With this density will come increased noise and light pollution to an area that is otherwise quiet and peaceful. The serenity we enjoy will be shattered by years of construction and the activity created by 224 or 156 homes and families.

Our density concerns are not just limited to noise and other encroachments on our peaceful life. Visually, this development will not be of the same standard as the existing homes on Anna Cade. It appears that these proposed new houses will be smaller and of noticeably lesser quality than the residences on Anna Cade and even the houses in the new subdivision currently under construction along John King Blvd. One of our most significant concerns in the proposed PD Development Standards is buried in the Building Standards section. The developer's proposed plan calls for the exterior materials to be 90% masonry, yet the plan allows up to 50% of that material to be a cementaceous fiberboard lap siding (HardieBoard/HardiePlank type material or stucco (see Exhibit C, Section A, paragraph 4(a)). In a typical subdivision with similar allowances, you

readily see row upon row of houses with the entire second floors consisting of nothing more than the lap board type materials. While this material may weather fine, the lower standard will be readily apparent. Nearly a dozen of these houses will be pushed up against our adjoining property line and will be staring down into our front and back yards. This would not be in keeping with any of the adjoining properties and will likely have a significant negative impact on our value, as well as our peaceful use and enjoyment of our property.

Second, none of the existing roads (Breezy Hill, Anna Cade, or Camp Creek) are designed or constructed to accommodate the increased and prolonged traffic that will undoubtedly come with this development and new road. The developer will tell you how he plans to direct traffic away from Anna Cade, but the unintended consequence of higher traffic patterns is easy to identify. Anna Cade intersects with FM 552 where Hays Elementary sits. It is not a big leap to conclude that the development will be comprised largely of families with school-aged kids who would attend Hays. The most direct route for school traffic will be down Anna Cade Rd. and families will use the most direct route available. If one has not been conducted, a traffic impact study should be performed before the development is approved to fully grasp the impact on the existing roads and intersections with FM 552. This study should be made available to the public.

In addition to density and traffic concerns, a development of this nature will create environmental changes that will affect adjoining properties. Any person who has seen the construction of a neighborhood of this type knows the developer comes in and strips the land to mold it into the shape and form he desires. During this process, run-off patterns will change and issues will be created for neighboring properties. I am concerned that changes in the run-off patterns will increase the chance of pollutants entering into the eco-system and pond maintained on my property. Run-off is not the only concern. The wildlife will be displaced creating a potential threat to people and animals in the area.

Finally, I understand that a potentially historic stone structure pre-dating the 1892 courthouse exists on the Riggs Property. The development does not consider the preservation or protection of this structure so it will be lost if approval is given. Any development should be required to preserve and protect the potentially historic structure from the earliest days of the Rockwall community.

Thank you for taking the time to consider these concerns. I urge you to deny approval of the proposed development or, at least, postpone the consideration of the same until such time as these issues can be considered, addressed, and resolved without destroying the serenity and peace the Anna Cade neighborhood presently enjoys.

2

John Tolbert 972-439-8219

# CASE NO. Z2015-015: RIGGS PROPERTY BYRON AND KELLY CASHION

967 ANNA CADE RD. ROCKWALL, TX 75087

First and foremost, legally the matter on the agenda scheduled for the 7/14/2015 public hearing cannot be approved, Skorburg has changed the layout (several times) from what is to be voted on. If any subdivision is to have access from Anna Cade the road will need to be widened at Skorburgs expense. This added automobile traffic would discourage walking and cycling. The road is too narrow and if anyone is jogging or walking one car has to stop to let the other car pass or one of the cars will end up in the ditch to avoid hitting the pedestrians. I have lived there 4 years and have had to replace my mailboxes twice. I have seen my neighbor rebuild his stone mail box at least two times as well. The streets are way too narrow and the fall off is way too steep to support this kind of increased traffic. Also, there are numerous sharp turns. If this type of traffic is allowed sidewalks will need to be installed or the roads widened to provide a shoulder and the ability for two cars to pass without stopping or slowing traffic or endangering pedestrians (see photos at the end of this report) The pictures also show the drop off from the road in front of my home. Also, I have included picture of a telephone pole that was struck when a vehicles tire slipped off the road. It is too steep for correcting at the recommended speed limit.

In addition, the proposed development does not match the adjacent community. Rockwall has a Comprehensive Plan, which states in relevant part:

- f. Where residential uses in a Planned Development abut an existing residential development, the PD lots should be at least the same size as the existing lots or be buffered by open space, trails, walkways, natural screening or a roadway.
- h. Existing surrounding conditions such as lot size, house styles and existing development patterns should be considered in conjunction with the current comprehensive plan to determine appropriate zoning.
- i. At a minimum, new residential development shall be equal to or better than existing surrounding residential development.

I must insist that the Comprehensive Plan be followed, not waived. The lots on Anna Cade are an average of three acres in size. The proposed lots in the new development, facing Anna Cade, should be that size. In addition, all of the houses visible from Anna Cade should be on a similar size lot. All of the lots in this proposed subdivision should be of this size, but at the very minimum, should be "estate lots". Also, I should note that, at present, all houses along Anna Cade, Breezy Hill and the surrounding communities face the road. Skorburg should not be allowed to have the rear of houses face Anna Cade.

We want to also make note that we are opposed to any condemnation, especially one done solely to benefit a private developer.

Byron and Kelly Cashion

967 Anna Cade Rd., Rockwall, TX 75087

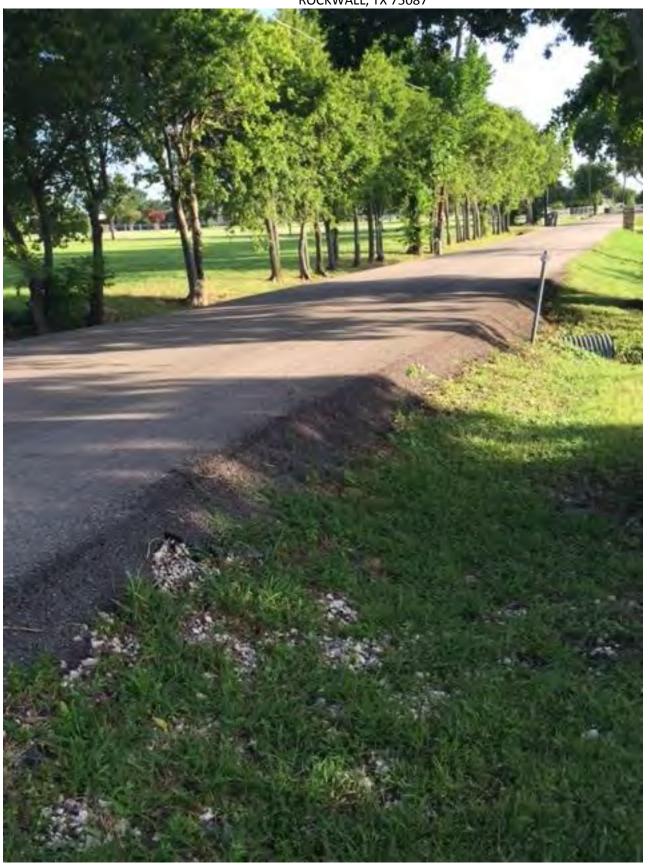
BYRON AND KELLY CASHION 967 ANNA CADE RD. ROCKWALL, TX 75087



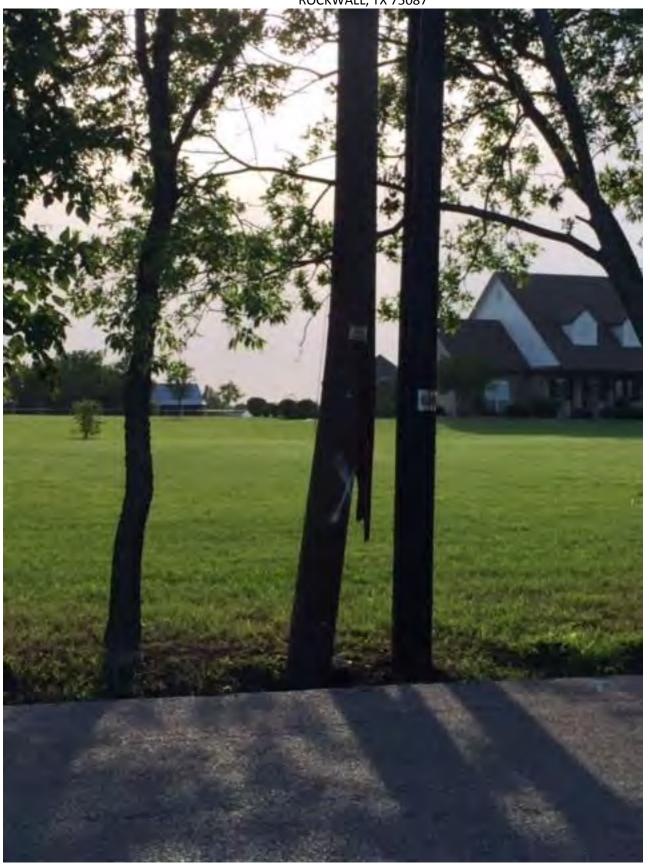
BYRON AND KELLY CASHION 967 ANNA CADE RD. ROCKWALL, TX 75087



BYRON AND KELLY CASHION 967 ANNA CADE RD. ROCKWALL, TX 75087



BYRON AND KELLY CASHION 967 ANNA CADE RD. ROCKWALL, TX 75087

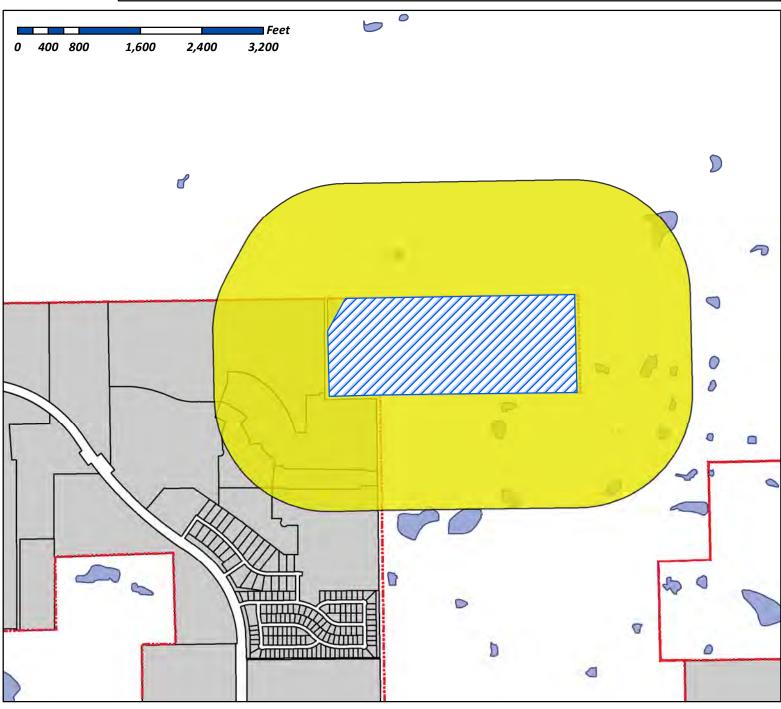




# **City of Rockwall**

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: Z2015-015** 

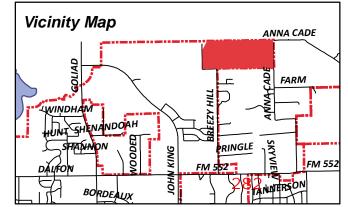
Case Name: Riggs Property

Case Type: Zoning Zoning: PD

Case Address: 205 Rockhouse Ln.

Date Created: 06/17/2015

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





June 15, 2015

City of Rockwall Attn: Ryan Miller

Skorburg Company 8214 Westchester, Suite 710 Dallas, TX 75225

Dear Ryan,

Skorburg Company is requesting that our project be taken to the June 30<sup>th</sup> Planning and Zoning Work Session. This project is the rezoning and development of 93 Acres (see "Exhibit A") of the A-187 J Strickland Survey, Tract 33, owned by William Audy Riggs Sr. Estate located West of Anna Cade Rd., E of Breezy Hill Ln. and West of the Breezy Hill subdivision (see "Exhibit B").

The property is currently zone Agricultural and we propose that the property be zoned Planned Development with Residential use for Two Hundred Twenty Four (224) Residential homes. This community will provide for a greater variety of housing that the market demands and will still reflect the beautiful aesthetic of the surrounding communities and the City of Rockwall as a whole (see "Exhibit C").

We look forward to working with the City on this project.

Cordially Yours,

Rich Darragh

**Development Associate** 

# Miller, Ryan

From: John Arnold

**Sent:** Tuesday, June 30, 2015 5:55 PM

**To:** Miller, Ryan; Cole Franklin; Rich Darragh

**Subject:** Fwd: Riggs property

Sent via the Samsung Galaxy S® 5 ACTIVETM, an AT&T 4G LTE smartphone

----- Original message -----

From:

Date:06/30/2015 5:39 PM (GMT-06:00)

To: John Arnold Cc: Hot Mama

Subject: Riggs property

Mr. John Arnold, as we discussed on the telephone, Skorberg Properties and My wife and myself are in discussion about the Riggs property for development. We are currently talking and expect to have a deal within the next 10 days at the latest We look forward to working with your company. This includes any and all easements needed to access the Riggs property from your adjacent Breezy Hills development.

Best Regards,

Chuck Sinks

Chase, inc. Dba Sinks Excavation

# Miller, Ryan

From: David Stubblefield

**Sent:** Wednesday, July 15, 2015 4:14 PM

To:Miller, RyanCc:Pruitt, JimSubject:Riggs Property

Attachments: Riggs Property western boundary survey.jpg; Right of First Ref. Filed.pdf

# Ryan-

I understand that the Skorburg PD application for the Riggs property may be withdrawn prior to the Council hearing next Monday. If it is withdrawn, please let me know as soon as possible, and I will spread the word to the Anna Cade/Breezy Hill neighborhood group, so that they will not fill council chambers again.

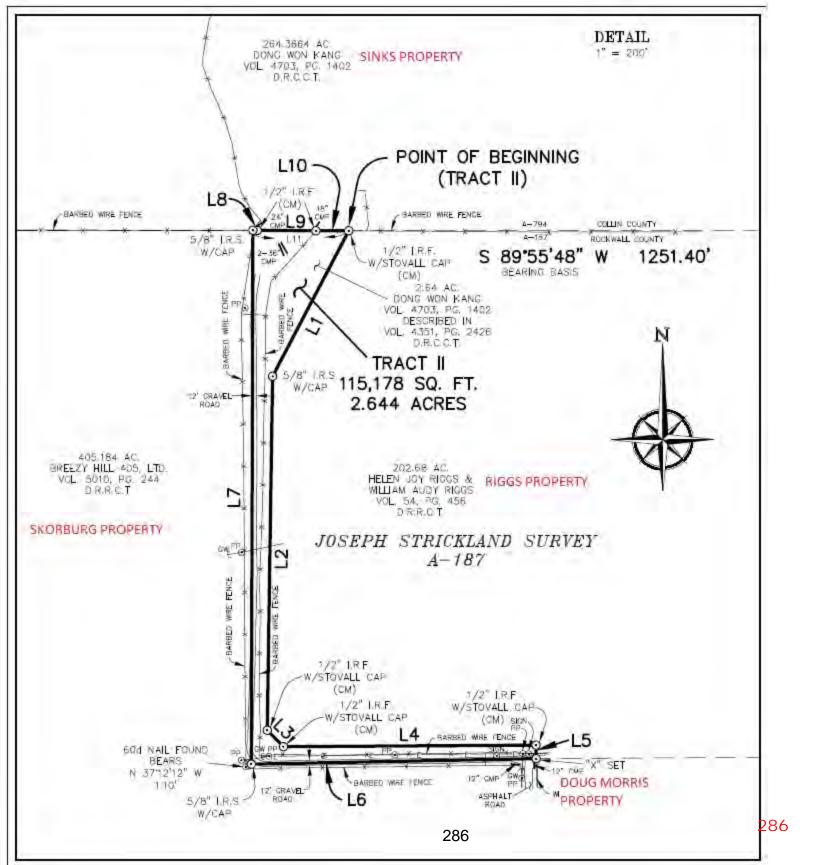
If the application does proceed, please insert the following into the packet. This is not new evidence, but is documentation of matters discussed last night by P&Z in the denial of the application:

The Riggs Property is not contiguous to the Skorburg development known as Breezy Hill Estates, nor is the Riggs Property adjacent to Breezy Hill Road. Between these two parcels is a strip of land shown on the attached survey. This strip is owned by Charles and Sandra Sinks, and this strip is the sole means of access by the Sinks to their property. My wife and I also hold an easement across this strip to Breezy Hill Road, as well as a right of first refusal should all or any part of this strip be sold by the Sinks, a copy of which is attached.

Neither the Sinks nor the Stubblefields have agreed to sell or dedicate any portion of this property or waive any rights pertaining to it. You have made it clear that the City does not intend to utilize eminent domain to take this strip or the rights thereto, and any such action would be met with resistance. If the Skorburg Company wishes to develop the Riggs Property, all road access must be from Anna Cade Road.

David Stubblefield 709B West Rusk #520 Rockwall, Texas 75087 (972) 772-0100

285



# 91111300527 CK

## RIGHT OF RIRST REFUSAL AND EASEMENT AGREEMENT

This Agreement is made this date by and between David S. Stubblefield and Sacha L. Stubblefield (the "Stubblefields") and Charles William Sinks II and Sandra Lynn Sinks (the "Sinks"). On this date the Stubblefields purchased the property described in Exhibit "A" (the "Stubblefield Property") and the Sinks purchased the property described in Exhibit "B" (the "Sinks Property"). The parties agree as follows:

## 1. Right of First Refusal

Stubblefield agrees not to sell all or any part of the Stubblefield Property to any person other than Sinks without first giving to Sinks written notice at least 60 days before such sale will occur (a "Notice"). Sinks agrees not to sell all or any part of the Sinks Property to any person other than Stubblefield without first giving to Stubblefield written notice at least 60 days before such sale will occur (a "Notice"). Any Notice shall be given to a party at the address below, or at such other address as designated by that party, and shall be accompanied by a copy of the proposed contract of sale to a third party (the "Offer"). Within 30 days of receiving a Notice, a party may exercise this Right of First Refusal by responding with written notice that the right is exercised. If the right is exercised, the party exercising the right must complete a closing of a purchase on the same terms and times as in the Offer; however, if the Offer involves consideration other than cash, a reasonable cash equivalent shall be paid. If the right is not exercised, the property may be sold pursuant to the Offer, this Right of First Refusal shall have no future effect as the to part so sold, and the party that declined to execute the right shall sign a document releasing this Right of First Refusal as to the part so sold. If all or any part of the Stubblefield Property or the Sinks Property is transferred by gift, involuntary transfer or other method other than pursuant to this paragraph, this Right of First Refusal shall not be triggered, but shall follow the property and be binding upon any successor. This Right of First Refusal shall expire fifteen years from this date.

## 2. Easement

Sinks grants to Stubblefield an easement for ingress, egress and utilities across the Sinks Property from the Stubblefield Property to Breezy Hill Road. Sinks shall have the right to require that such access be via any future rock or hard-surfaced road on the Sinks Property. This easement shall be extinguished if the Stubblefield Property in the future has access to Breezy Hill Road via any other rock or hard-surfaced road extending to the Stubblefield Property, other than across the Sinks Property.

## 3. Miscellaneous.

This Agreement contains the entire agreement of the parties on this subject and may only be modified by a written document signed by all parties. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors and permitted assigns.



# **EXECUTED** on the dates stated below.

		David Stubblefield			
		Sacha Stubblefield			
		Sacina Statisticia			
		Address:			
		P.O. Box 2227 Rockwall, TX 75087			
STATE OF TEXAS	§				
COUNTY OF	wrod §				
This instrument was acknowledged before me on November 2, 2013, by David S. Stubblefield.					
(SEAL)		Mrc.			
·		Notary Public State of Texas			
* 2	My Commission expires:	Print Name of Notary: CHOLKIM			
		CHOL YONG KIM Notary Public, State of Texas My Commission Expires 09-13-2016			
STATE OF TEXAS	\$	09-13-2010			
COUNTY OF TO	export 8				
This instrumen	t was acknowledged before me on Nover	mber <u>*</u> , 2013, by Sacha L. Stubblefield.			
(SEAL)		(1K -			
		Notary Public State of Texas			
	My Commission expires:	Print Name of Notary: CHOL KI M			
	-2-	,			

Charles William Sinks II Sandra Lynn Sinks Address: 555 Sinks Road Rockwall, TX. 75032 Notary Public State of Texas Print Name of Notary: CHOL HIM **CHOL YONG KIM** Notary Public, State of Texas My Commission Expires 09-13-2016 Notary Public State of Texas Print Name of Notary: (Ital Kim

STATE OF TEXAS

COUNTY OF DIENTON

This instrument was acknowledged before me on November 1, 2013, by Charles William Sinks II.

(SEAL)

(SEAL)

My Commission expires:

STATE OF TEXAS

COUNTY OF Denrow

This instrument was acknowledged before me on November 2, 2013, by Sandra Lynn Sinks.

My Commission expires:

CHOL YONG KIM Notary Public, State of Texas My Commission Expires 09-13-2016

- 3 -

Commitment Number: 91111300526

GF Number: FT2CK-91111300526

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

### TRACT III

BEING a 44.436 acre tract of land situated in the Joseph Strickland Survey, Abstract No. 794, and the Cuadrilla Irr. Co. Survey, Abstract No. 1051, Collin County, Texas and being a part of that certain called 264.3664 acre tract of land described in a deed to Dong Won Kang, recorded in Volume 4703 Page 1402, Deed Records, Collin County (D.R.C.C.T.), Texas, said 44.436 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 264.3664 acre tract and the southwest corner of a 147.528 acre tract of land described in deed to David S. Stubblefield and Sacha L. Stubblefield., as recorded in Instrument 20110715000734820, (D.R.C.C.T.), said corner being in the north boundary line of a 202.68 acre tract of land described in deed to Helen Joy Riggs and William Audy Riggs, as recorded in Volume 54, Page 456, Deed Records, Rockwall County, Texas;

THENCE South 89 degrees 55 minute 48 seconds West, with the common boundary line of said 264.3664 acre tract and said 202.68 acre tract, a distance of 1296.65 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

THENCE North 00 degrees 59 minutes 34 seconds West, a distance of 1402.14 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

THENCE North 00 degrees 14 minutes 38 seconds East, a distance of 1373.68 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

THENCE North 00 degrees 04 minutes 12 seconds East, a distance of 842.55 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner in the north boundary line of said 264.3664 acre tract;

THENCE North 63 degrees 55 minutes 48 seconds East, with the north boundary line of said 264.3664 acre tract, a distance of 131.51 feet to a 1/2-inch iron rod found for the northeast corner of said 264.3664 acre tract;

THENCE South 00 degrees 07 minutes 34 seconds West, with an east boundary line of said 264.3664 acre tract, a distance of 888.39 feet to a 1/2-inch iron rod found for an exterior ell corner thereof, and also being an angle point in the north line of said 147.528 acre tract;

THENCE with the common boundary lines of said 147.528 acre tract and said 264.3664 acre tract, the following courses:

South 82 degrees 40 minutes 14 seconds West, a distance of 92.96 feet to a 1/2-inch iron rod found for an interior ell corner of said 264.3664 acre tract and the northwest corner of said 147.528 acre tract;

South 00 degrees 14 minutes 38 seconds West, a distance of 1373.41 feet to a 1/2-inch iron rod found at a common corner of last mentioned tracts;

South 88 degrees 43 minutes 50 seconds East, a distance of 1272.48 feet to a 1/2-inch iron rod found at a common corner of last mentioned tracts;

South 00 degrees 59 minute 33 seconds East, a distance of 1272.48 feet to the POINT OF BEGINNING AND CONTAINING 1,935,642 square feet or 44.436 acres of land.

FORM T-7: Commitment for Title Insurance (Legal Description)

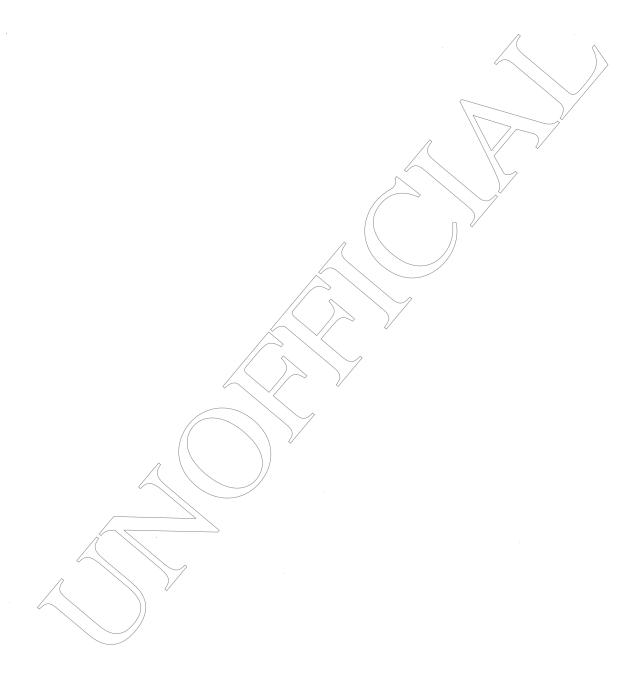
# **LEGAL DESCRIPTION**

(Continued)

Commitment Number: 91111300526

GF Number: FT2CK-91111300526

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.



FORM T-7: Commitment for Title Insurance (Legal Description)

# **LEGAL DESCRIPTION**

GF Number: FT2CK-91111300527 Commitment Number: 91111300527

Legal description of the land:

BEING a 44.436 acre tract of land situated in the Joseph Strickland Survey, Abstract No. 794, and the Cuadrilla Irr. Co. Survey, Abstract No. 1051, Collin County, Texas and being a part of that certain called 264.3664 acre tract of land described in a deed to Dong Won Kang, recorded in Volume 4703 Page 1402, Deed Records, Collin County (D.R.C.C.T.), Texas, said 44.436 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 264.3664 acre tract and the southwest corner of a 147.528 acre tract of land described in deed to David S. Stubblefield and Sacha L. Stubblefield., as recorded in Instrument 20110715000734820, (D.R.C.C.T.), said corner being in the north boundary line of a 202.68 acre tract of land described in deed to Helen Joy Riggs and William Audy Riggs, as recorded in Volume 54, Page 456, Deed Records, Rockwall County, Texas;

THENCE South 89 degrees 55 minute 48 seconds West, with the common boundary line of said 264.3664 acre tract and said 202.68 acre tract, a distance of 1296.65 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner:

THENCE North 00 degrees 59 minutes 34 seconds West, a distance of 1402.14 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

THENCE North 00 degrees 14 minutes 38 seconds East, a distance of 1373.68 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

THENCE North 00 degrees 04 minutes 12 seconds East, a distance of 842.55 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner in the north boundary line of said 264.3664 acre tract;

THENCE North 63 degrees 55 minutes 48 seconds East, with the north boundary line of said 264.3664 acre tract, a distance of 131.51 feet to a 1/2-inch iron food found for the northeast corner of said 264.3664 acre tract;

THENCE South 00 degrees 07 minutes 34 seconds West, with an east boundary line of said 264.3664 acre tract, a distance of 888.39 feet to a 1/2-inch iron rod found for an exterior ell corner thereof, and also being an angle point in the north line of said 147.528 acre tract:

THENCE with the common boundary lines of said 147,528 acre tract and said 264.3664 acre tract, the following courses:

South 82 degrees 40 minutes 14 seconds West, a distance of 92.96 feet to a 1/2- inch iron rod found for an interior ell corner of said 264.3664 acre tract and the northwest corner of said 147.528 acre tract;

South 00 degrees 14 minutes 38 seconds West, a distance of 1373.41 feet to a 1/2-inch iron rod found at a common corner of last mentioned tracts;

South 88 degrees 43 minutes 50 seconds East, a distance of 1272.48 feet to a 1/2-inch iron rod found at a common corner of last mentioned tracts;

South 00 degrees 59 minute 33 seconds East, a distance of 1272.48 feet to the POINT OF BEGINNING AND CONTAINING 1,935,642 square feet or 44.436 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

FORM T-7: Commitment for Title Insurance (Legal Description)



GF Number: FT2CK-91111300526 Commitment Number: 91111300526

Legal description of the land:

TRACT I:

٠.

BEING a 219.944 acre tract of land situated in the Joseph Strickland Survey, Abstract No. 794, and the Cuadrilla Irr. Co. Survey, Abstract No. 1051, Collin County, Texas and being a part of that certain called 264.3664 acre tract of land described in a deed to Dong Won Kang, recorded in Volume 4703 Page 1402, Deed Records, Collin County (D.R.C.C.T.), Texas, said 219.944 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 264.3664 acre tract and an ell corner of a 637.32 acre tract of land described in deed to W.W. Caruth, Jr., as recorded in Volume 66, Page 494, Deed Records, Rockwall County, Texas (D.R.R.C.T.);

THENCE North 00 degrees 26 minute 56 seconds East, with the common boundary line of said 637.32 acre tract and said 264.3664 acre tract, a distance of 1932.08 feet to a 1/2-inch iron rod found for the northwest corner of said 264.3664 acre tract;

THENCE North 63 degrees 55 minute 48 seconds East, with the north boundary line of said 264.3664 acre tract and partly with the south lines of various tracts described in deeds to the Lumpkin Family Limited Partnership, recorded in Volume 5938, Page 360 and Volume 5145, Page 7, respectively, D.B.R.C.T., a total distance of 3836.41 feet to a 5/8-inch iron rod with yellow cap stamped PRLS 3963" set for corner;

THENCE South 00 degrees 04 minutes 12 seconds West, a distance of 842.35 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner:

THENCE South 00 degrees 14 minutes 38 seconds West, a distance of 1373.68 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

THENCE South 00 degrees 59 minutes 33 seconds East, a distance of 1402.34 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner in the common boundary line of said 264.3664 acre tract and a 202.68 acre tract of land described in deed to Helen Joy Riggs and William Audy Riggs, as recorded in Volume 54, Page 456, D.R.R.C.T.;

THENCE South 89 degrees 55 minutes 48 seconds West, with the common boundary line of said 202.68 acre tract and said 264.3664 acre tract, a distance of 1251.40 feet to a 1/2-inch iron rod found for corner at an angle point in same;

THENCE North 89 degrees 30 minutes 20 seconds West, with the common boundary line of said 202.68 acre tract and said 264.3664 acre tract, a distance of 149.39 feet to a 1/2-inch iron rod found for corner at an angle point in same;

THENCE North 89 degrees 59 minutes 22 seconds West, with the common boundary line of said 202.68 acre tract and said 264.3664 acre tract, passing the northwest corner of said 202.68 acre tract and the northeast corner a 405.184 acre tract of land described in deed to Breezy Hill 405, Ltd., as recorded in Volume 5010, Page 244, D.R.R.C.T. at a distance of 3.29 feet and continuing with the common boundary line of said 264.3664 acre tract and said 405.184 acre tract, a total distance of 2077.85 feet to the POINT OF BEGINNING AND CONTAINING 9,580,763 square feet or 219.944 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

TRACT II:

FORM T-7: Commitment for Title Insurance (Legal Description)

# **LEGAL DESCRIPTION**

(Continued)

Commitment Number: 91111300526

GF Number: FT2CK-91111300526

BEING a 2.644 acre tract of land situated in the Joseph Strickland Survey, Abstract No. 187, Rockwall County, Texas and being all of that certain called 2.64 acre tract of land described as "Tract Two" in a deed to Dimensions Micro, Inc., recorded in Volume 4351 Page 2426, Deed Records, Collin County (D.R.C.C.T.), Texas, said 2.644 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "Stovall" found for the northeast corner of said 2.64 acre tract, said corner being in the common boundary line of a 202.68 acre tract of land described in deed to Helen Joy Riggs and William Audy Riggs, as recorded in Volume 54, Page 456, Deed Records, Rockwall County, Texas (D.R.R.C.T.) and a 264.3664 acre tract of land described in deed to Dong Won Kang, as recorded in Volume 4703, Page 1402 (D.R.C.C.T.);

THENCE South 27 degrees 37 minute 19 seconds West, with an easterly boundary line of said 2.64 acre tract, a distance of 398.35 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

THENCE South 00 degrees 51 minute 33 seconds West, with an easterly boundary line of said 2.64 acre tract, a distance of 858.18 feet to a 1/2-inch iron rod with cap stamped "Stovall" found for corner;

THENCE South 44 degrees 44 minute 28 seconds East, continuing with an easterly boundary line of said 2.64 acre tract, a distance of 55.80 feet to a 1/2-inch iron rod with cap stamped "Stovall" found for corner;

THENCE North 89 degrees 39 minute 32 seconds East, with a lower boundary line of said 2.64 acre tract, a distance of 612.42 feet to a 1/2-inch iron rod with cap stamped "Stovall" found for a northeast corner of said 2.64 acre tract;

THENCE South 00 degrees 14 minute 38 seconds East, with an easterly boundary line of said 2.64 acre tract, a distance of 32.74 feet to an "X" set for the southeast corner of said 2.64 acre tract in the common boundary line of said 202.68 acre tract and a 405.184 acre tract of land described in deed to Breezy Hill 405, Ltd., as recorded in Volume 5010, Page 244 (D.R.R.C.T.);

THENCE South 88 degrees 53 minute 35 seconds West, with the common boundary lines of said 2.64 acre tract, said 405.184 acre tract and said 202.68 acre tract, a distance of 690.59 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for the southwest corner of said 2.64 acre tract, the southwest corner of said 202.68 acre tract and an ell corner of said 405.184 acre tract from which a 60d nail found for reference bears North 37 degrees 12 minutes 12 seconds West, a distance of 1.10 feet;

THENCE North 00 degrees 10 minute 09 seconds East, with the common boundary lines of said 2.64 acre tract, said 202.68 acre tract and said 405.184 acre tract, a distance of 1294.30 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for the northeast corner of said 405.184 acre tract and the northwest corner of said 2.64 acre tract and said 202.68 acre tract, said corner being in the south boundary line of said 264.3664 acre tract;

THENCE Easterly, with the south boundary line of said 264.3664 acre tract, the following courses:

South 89 degrees 59 minutes 22 seconds East, a distance of 3.29 feet to a 1/2-inch iron rod found for corner at an angle point in the south line of said 264.3664 acre tract;

South 89 degrees 30 minutes 20 seconds East, a distance of 149.39 feet to a 1/2-inch iron rod found for corner at an angle point in the south line of said 264.3664 acre tract;

North 89 degrees 55 minutes 48 seconds East, a distance of 79.70 feet to the POINT OF BEGINNING AND CONTAINING 115,178 square feet or 2.644 acres of land.

FORM T-7: Commitment for Title Insurance (Legal Description)



Filed and Recorded Official Public Records Stacey Kemp, County Clerk Collin County, TEXAS 11/11/2013 11:20:55 AM \$48.00 BVINCENT 20131111001525000

# Miller, Ryan

From: Frank Garza

**Sent:** Friday, July 10, 2015 6:46 PM

To: Miller, Ryan

Cc: LaCroix, Robert; Griggs, Brad; Jessie Lopez

**Subject:** RE: somewhat of an emergency

# Ryan

Per your request, our firm has researched the question of whether a dedication of land would trigger an existing right of first refusal on a parcel of land. In short and in general, a dedication of land **would not trigger** a right of first refusal as a "dedication" of land is not considered a "sale" of the property.

A right of first refusal ripens into an option by the voluntary sale. See § 19:292. Exercise of the right of first refusal, 3 Tex. Prac. Guide Real Trans. § 19:292 citing Riley v. Campeau Homes (Texas), Inc., 808 S.W.2d 184, 188 (Tex. App.—Houston [14th Dist.] 1991, writ dism'd by agr.); see also, Williams v. State, 406 S.W.3d 273 (Tex. App.—San Antonio 2013), review denied (Jan 17, 2014) (condemnation action; Williams inherited the adjoining "West Tract" in 2006, subject to rights of first refusal held by her siblings).

The operative term is, "voluntary sale" as opposed to conveyance of the property by gift, condemnation, inheritance or dedication. For example, in the Williams v. State (cited above), the Court noted that a right of first refusal was not triggered by condemnation of property as it was not a voluntary sale of the property. I have been unable to find a Texas case finding that a "dedication" is not "sale," but court's from other jurisdiction have addressed this issue. See e.g., Lakeside Park Asso. v Keithly 110 P2d 1055 (Cal. App. 1941) (conveyance of property to county government for parkland in return for assumption of balance of indebtedness did not constitute a sale). Moreover, as noted in the email string below, Texas courts have interpreted "dedication" of land to be a form of gift conveyance of property.

In an abundance of caution, I suggest your provide a copy of the, "Right of First Refusal and Easement Agreement," referenced in the original email below. This would allow us to verify that the parties did not any particular provisions that would result in a different conclusion. Absent any such surprise provisions, a gift or dedication of the property would not trigger the right of first refusal.

1

Hope this answers your question.

Francisco J. Garza



7550 W. Interstate 10 Suite 800 San Antonio, Texas 78229 210-349-6484 Main Office 210-442-2324 Direct 210-349-0041 Fax

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From: Miller, Ryan

Sent: Monday, July 6, 2015 4:32 PM

To: Frank Garza

Cc: LaCroix, Robert; Griggs, Brad

Subject: FW: somewhat of an emergency

Frank,

We have a zoning case going forward for public hearing on Tuesday that may have an access issue. See below for specifics, but basically the applicant of the case needs to cross an adjacent property to provide access to the proposed development; however, the owner of the adjacent property has a *right-of-first-refusal* clause under a previous contract with another party. The applicant's lawyer has provided several cases (*attached*) that establish a precedence that the dedication of the required land to the city would supersede the *right-to-first-refusal* clause in the contract. We wanted to collaborate this prior to the meeting in case this is brought out during the public hearing. Let me know if you have any questions. Thanks.



# RYAN C. MILLER, AICP

PLANNING MANAGER • PLANNING & ZONING DIVISION • CITY OF ROCKWALL 972.772.6441 OFFICE RMILLER@ROCKWALL.COM 385 S. GOLIAD STREET • ROCKWALL, TX 75087

HELPFUL LINKS | CITY OF ROCKWALL WEBSITE | PLANNING & ZONING DIVISION WEBSITE | MUNICIPAL CODE WEBSITE GIS DIVISION WEBSITE | CITY OF ROCKWALL INTERACTIVE MAPS | MAIN STREET DIVISION

From: John Arnold [mailto:jarnold@skorburgcompany.com]

Sent: Monday, July 06, 2015 3:52 PM

To: Miller, Ryan

Subject: Fwd: somewhat of an emergency

Sent from my Samsung Galaxy Note®|PRO

----- Original message -----

From: "Anderson, Art"

Date:07/06/2015 11:38 AM (GMT-06:00)

To: John Arnold

Subject: Fw: somewhat of an emergency

Here is what our research found

From: Williams, Brad

Sent: Monday, July 06, 2015 11:02 AM

To: Anderson, Art

Subject: RE: somewhat of an emergency

Art,

See attached for some helpful cases (I have highlighted the pertinent language in each). The language that routinely presents itself in the cases comes from *City of Brownsville v. West*, 149 S.W.2d 1034 (Tex. Civ. App. – San Antonio, 1941, writ dism'd judm't cor.) and provides: "The rule is that a dedication is in the nature of a donation of one's land to the public for a public use without consideration, and therefore is never presumed but must be manifested either by a declaration or act which evinces the clearest intention on the part of the dedicator to presently set aside and appropriate a certain part of his land for a public use." *See also* Black's Law Dictionary 421 (7<sup>th</sup> ed. 1999) (defining dedication as "the donation of land or creation of an easement for public use."); *Copeland v. City of Dallas*, 454 S.W.2d 279, 282 (Tex. Civ. App. – Dallas, 1970, writ ref'd n.r.e) ("Dedication is in the nature of a donation of one's land to the public for a public use without consideration."); *Dallas v. Leake*, 300 S.W.2d 135, 141 (Tex. Civ. App. – Dallas, 1957, writ ref'd n.r.e.) (quoting *Brownsville*)); *Town of Flower Mound v. Stafford Estates LP*, 71 S.W.3d 18, 32 (Tex. App. – Fort Worth, 2002 pet. granted), *aff'd* 135 S.W.3d 620 (Tex. 2004) (citing *Copeland*).

I think these cases make clear that a dedication of land for public use is not a transfer of property in the form of a sale, but in the form of a donation or gift without consideration. As a result, I think you are correct below in that the dedication would not trigger the right of first refusal as provided in the agreement because (1) it is not a "sale" (because it is a donation) and (2) it is a gift to the public and is so excepted from the right of first refusal.

# Brad R. Williams, Attorney

Winstead PC | 500 Winstead Building | 2728 N. Harwood Street | Dallas, Texas 75201 214.745.5264 *direct* | 214.745.5309 *fax* | <u>bwilliams@winstead.com</u> | <u>www.winstead.com</u>

From: Anderson, Art

Sent: Friday, July 03, 2015 11:18 AM

To: Williams, Brad Cc: Paul, Paget

Subject: somewhat of an emergency

I just got off the phone with the Skorburg group on the following issue on the new file in Rockwall-Paget has the opening file information.

At issue is a Right of First Refusal and Easement Agreement. The property subject to the first refusal states that one party "agrees not to sell all or any part of the property" without giving the other party the right to purchase. It also contains the following sentence: "If all or any part of the property is transferred by gift, involuntary transfer or other method other than pursuant to this paragraph, this Right of First Refusal shall not be triggered, but shall follow the property and be binding upon any successor."

Our client wants to cross the property with a street. This would require the owner to dedicate the crossing to the city. The question is whether or not a dedication constitutes a "sale". I need a case on this issue hopefully stating that it does not. Also, it seems to me that the dedication could also fit within the exception in the sentence in the preceding paragraph.

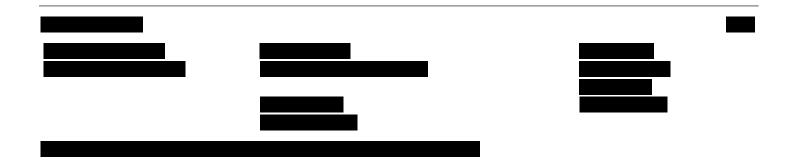
Time is of the essence so if you could research this and send me a brief email analyzing the issue by noon Monday it would be appreciated. Art

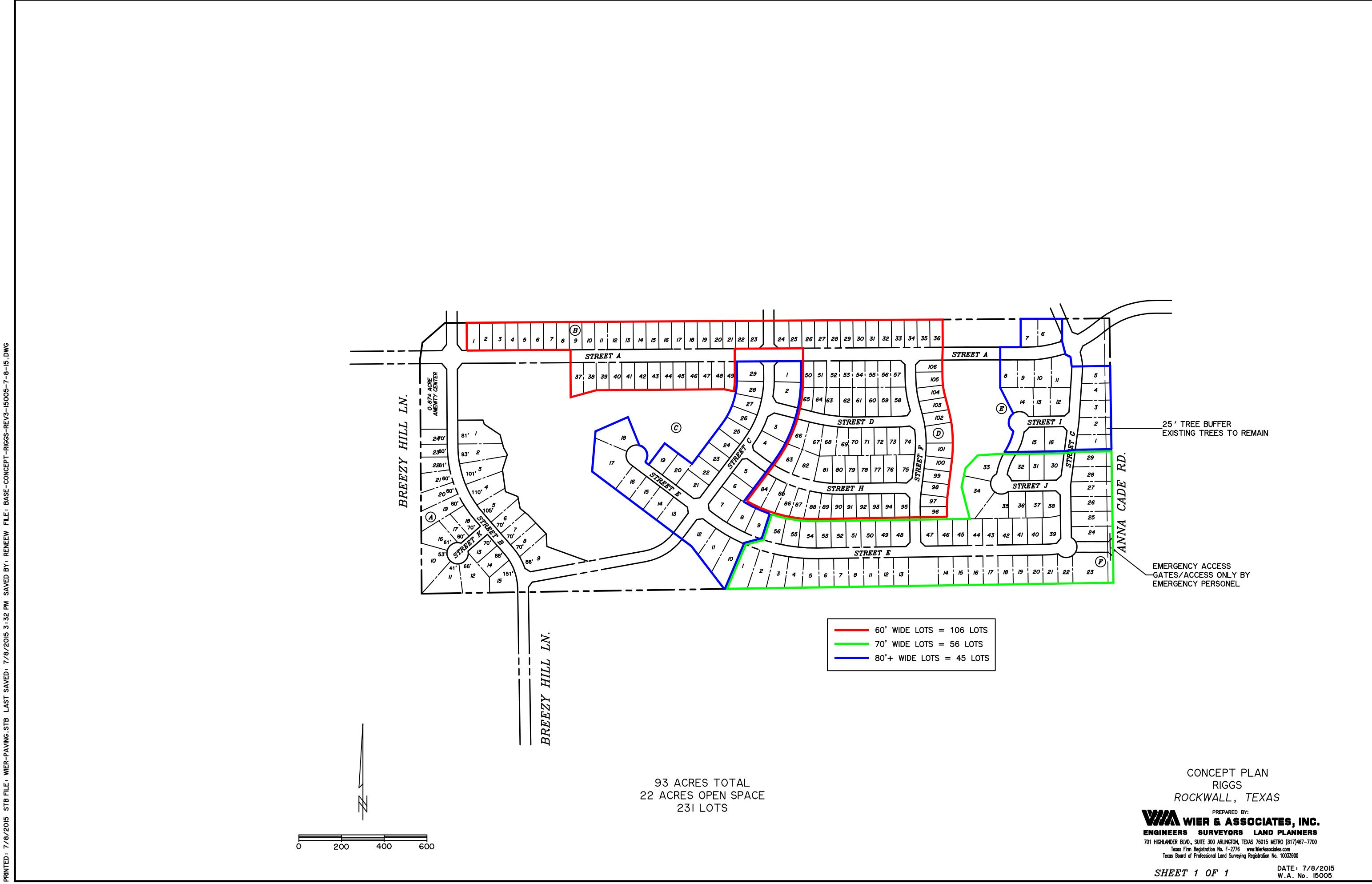
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# CITY OF ROCKWALL

# ORDINANCE NO. 15-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO PLANNED DEVELOPMENT DISTRICT 78 (PD-78) FOR SINGLE FAMILY 10 (SF-10) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 93.00-ACRE TRACT OF LAND IDENTIFIED AS TRACT 33 OF THE J. STRICKLAND SURVEY, ABSTRACT NO. 187, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A'; 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 the Rich Darragh of the Skorburg Company on behalf of the owner of the property, the William Audy Riggs Sr. Estate, for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District land uses, on a 93.00-acre tract of land identified as Tract 33 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas and more fully described in *Exhibit 'A'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that the Unified Development Code [Ordinance No. 04-38] should be amended as follows:

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

**Section 1.** That the *Subject Property* shall be used only in the manner and for the purposes authorized by this Planned Development District Ordinance and the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall as heretofore amended, as amended herein by granting this zoning change, and as maybe amended in the future;

**Section 2.** That development of the *Subject Property* shall generally be in accordance with the *Planned Development Concept Plan*, described in *Exhibit 'B'* of this ordinance, attached hereto and incorporated herein by reference as *Exhibit 'B'*, which is deemed hereby to be a condition of approval of the amended zoning classification for the *Subject Property*;

**Section 3.** That development of the *Subject Property* shall generally be in accordance with the *Development Standards*, described in *Exhibit* 'C' of this ordinance, attached hereto and incorporated herein by reference as *Exhibit* 'C', which is deemed hereby to be a condition of approval of the amended zoning classification for the *Subject Property*;

Z2015-015: Riggs Property (AG to PD) Ordinance No. 15-XX; PD-XX

City of Rockwall, Texas

**Section 4.** That a master parks and open space plan for the Property, prepared in accordance with this ordinance and consistent with the *Planned Development Concept Plan*, (*Open Space Master Plan*) shall be considered for approval by the City Council following recommendation of the Parks and Recreation Board.

**Section 5.** That development of the *Subject Property* shall be in conformance with the schedule listed below (except as set forth below with regard to simultaneous processing and approvals).

- (a) The procedures set forth in the City's subdivision regulations on the date this ordinance is approved by the City, as amended by this ordinance (*including Subsections 5(b) through 5(e) below*), shall be the exclusive procedures applicable to the subdivision and platting of the Property.
- (b) The following plans and plats shall be required in the order listed below (except as set forth below with regard to simultaneous processing and approvals). The City Council shall act on an application for an Open Space Master Plan in accordance with the time period specified in Section 212.009 of the Texas Local Government Code.
  - (1) Open Space Master Plan
  - (2) Master Plat
  - (3) PD Site Plan
  - (4) Preliminary Plat
  - (5) Final Plat
- (c) PD Site Plan. A PD Site Plan covering all of the Subject Property shall be submitted and shall identify all site/landscape/hardscape plan(s) for all open space, neighborhood parks, trail systems, street buffers and entry features. A PD Site Plan application may be processed by the City concurrently with a Preliminary Plat Application for the development.
- (d) Preliminary Plat. A Preliminary Plat covering all of the Subject Property shall be submitted and shall include a Treescape Plan. A Preliminary Plat Application may be processed by the City concurrently with a PD Site Plan Application for the development.
- (e) Final Plat. Prior to the issuance of any building permits, a Final Plat, conforming to the Preliminary Plat, for all of the Subject Property shall be submitted for approval.

**Section 7.** That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *Two Thousand Dollars* (\$2,000.00) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense;

**Section 8.** That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

**Section 9.** The standards in this ordinance shall control in the event of a conflict between this ordinance and any provision of the Unified Development Code or any provision of the City Code, ordinance, resolution, rule, regulation, or procedure that provides a specific standard that is different from and inconsistent with this ordinance. References to zoning district regulations or other standards in the Unified Development Code (including references to the *Unified Development* 

*Code*), and references to overlay districts, in this ordinance or any of the Exhibits hereto are those in effect on the date this ordinance was passed and approved by the City Council of the City of Rockwall, Texas;

**Section 10.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides;

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE  $6^{\text{TH}}$  DAY OF JULY, 2015.

ATTEST:	Jim Pruitt, <i>Mayor</i>
Kristy Ashberry, City Secretary	
APPROVED AS TO FORM:	
Frank J. Garza, City Attorney	
1 <sup>st</sup> Reading: <u>June 15, 2015</u> 2 <sup>nd</sup> Reading: <u>July 6, 2015</u>	

# Exhibit 'A': Legal Description

All that certain lot, tract or parcel of land situated in the Joseph Strickland Survey, Abstract No. 187, Rockwall County, Texas, and being part of that tract of land described in Deed from W. M. Motley to Helen Joy Riggs, et al, as recorded in Volume 54, Page 456 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for corner in Anna Cade Road at the most southerly Southwest corner of the above cited Riggs tract, said point also being the Northeast corner of that tract of land described in a Deed from Ronald H. Jones, et ux, to William Gregory Schucany, et al, as recorded in Volume 1965, Page 138 of the Real Property Records of Rockwall County, Texas;

THENCE South 89 degrees 37 minutes 22 seconds West, with the most westerly South line of said Riggs tract and the North line of said Schucany tract, a distance of 1094.75 feet to a ¥2 inch iron rod found for corner at the Northwest corner of said Schucany tract, said point also being the most northerly Northeast corner of that tract of land described in a Deed from Greg Dean to the David and Carolyn McLemore Trust as recorded in Volume 4943, Page 157 of the Official Public Records of Rockwall County, Texas;

THENCE South 89 degrees 46 minutes 34 seconds West with the most westerly South line of said Riggs tract and the most westerly North line of said McLemore Trust tract, a distance of 696.95 feet to a 3/8 inch iron rod found for corner at the Northwest corner of said McLemore Trust tract, said point also being the Northeast corner of that tract of land described in a Deed from Billy W. Peoples to Douglas D.Morris, et ux, as recorded in Volume 94, Page 318 of the Deed Records of Rockwall County, Texas;

THENCE South 89 degrees 52 minutes 13 seconds West with the most westerly South line of said Riggs tract and with the most easterly North line of said Morris tract, and with the North line of that tract of land described in a Deed from Thomas W. Bohanna n to Douglas D. Morris, et ux, as recorded in Volume 136, Page 110 of the Deed Records of Rockwall County, Texas, a distance of 804.10 feet to a 3/8 inch iron rod found for corner at the fence corner post at the Northwest corner of said Morris tract, said point also being in the most southerly East line of that tract of land described as Tract Two in a Deed from Michael L. Heine, et al, to Dimensions Micro, Inc. as recorded in Volume 1577, Page 270 of the Real Property Records of Rockwall County, Texas;

THENCE North 01 degrees 23 minutes 14 seconds East with an East line of said Dimensions Micro tract a distance of 19.96 feet to a 112 inch iron rod with plastic cap stamped "STOVALL & ASSOC" set (hereinafter called ½" iron rod set) for corner at the most Easterly Northeast corner of said Dimensions Micro tract:

THENCE North 00 degrees 52 minutes 21 seconds East with an East line of said Dimensions Micro tract, a distance of 858.18 feet to a ½ inch iron rod set for corner at an interior corner of said Dimensions Micro tract;

THENCE North 27 degrees 36 minutes 06 seconds East with a Southeast line of said Dimensions Micro tract, a distance of 398.17 feet to a ½ inch iron rod set for corner in the most westerly North line of said Riggs tract, at the most northerly Northeast corner of said Dimensions Micro tract, said point also being in the South line of that tract of land described in a Deed from Dimensions Micro, Inc. to Dong Won Kang as recorded in Volume 4703, Page 1402 of the Land Records of Collin County, Texas;

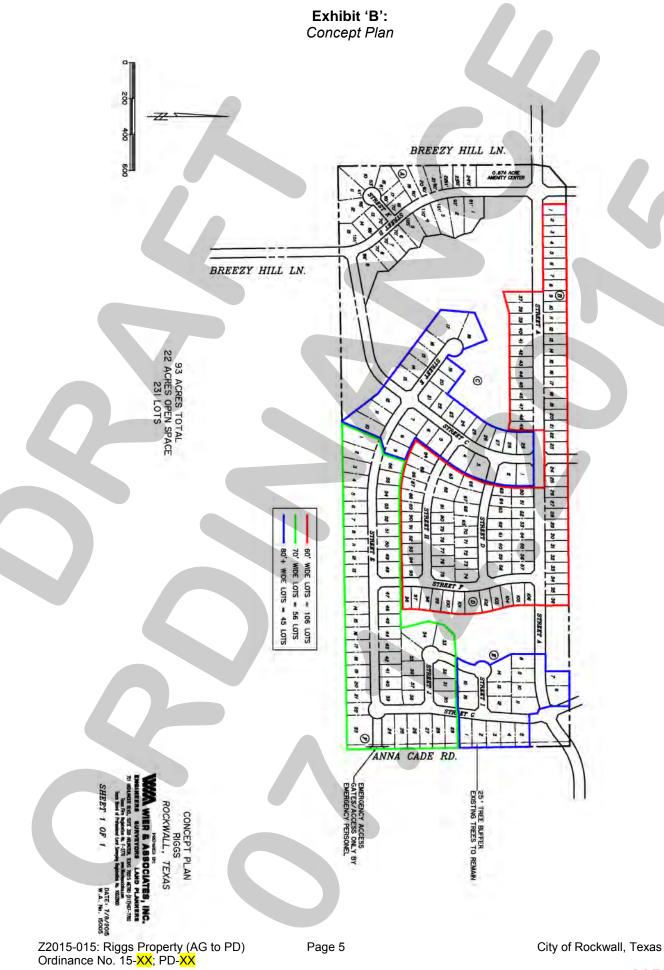
THENCE North 89 degrees 55 minutes 28 seconds East with the most westerly North line of said Riggs tract and with the Sooth line of said Kang tract, a distance of 2468.36 feet to a 1 inch iron pipe found for corner at the Southeast corner of said Kang tract, said point also being the most southerly Southwest corner of that tract of land described in a Deed from Rockwall Blue Stars, L.P. to Dong Won Kang as recorded in File No. 20080822001023 160 of the Official Public Records of Collin County, Texas;

THENCE North 88 degrees 07 minutes 34 seconds East with the most easterly South line of said Kang tract, a distance of 549.32 feet to a ½ inch iron rod found (smooth) for corner;

THENCE South 79 degrees 54 minutes 40 seconds East with the most easterly South line of said Kang tract, a distance of 21.57 feet to a ½" iron rod found for corner at the projection of the center of Anna Cade Road, said point also being an interior corner of said Riggs tract;

THENCE South 00 degrees 29 minutes 09 seconds East along Anna Cade Road and with the most southerly East line of said Riggs tract, a distance of 1272.76 feet to the POINT OF BEGINNING and containing 93.00 acres of land.

The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.



# PD Development Standards

## A. GENERAL REQUIREMENTS

# Development Standards.

- Permitted Uses. Unless specifically provided by this Planned Development ordinance, only those uses permitted within the Single Family 10 (SF-10) District, as stipulated by the Permissible Use Charts contained in Article IV, Permissible Uses, of the Unified Development Code (UDC), are allowed on the Subject Property.
- 2. Lot Composition and Layout. The lot layout and composition shall generally conform to the Concept Plan depicted in Exhibit 'B' and stated in Table 1, which is as follows:

Table 1: Lot Composition

Lot Type	Minimum Lot Size (FT)	Minimum Lot Size (SF)	Dwelling Units (#)	Dwelling Units (%)
A	60' x 120'	7,000 SF	116	50.22%
В	70' x 120'	8,400 SF	62	26.84%
C	80' x 125'	10,000 SF	53	22.94%

Average Lot Size: ~8,000 SF

Maximum Permitted Units: 231

100.00%

3. Density and Dimensional Requirements. Unless specifically provided by this Planned Development ordinance, the development standards stipulated by the Single Family 10 (SF-10) District, as specified by Article V, District Development Standards, of the Unified Development Code are applicable to all development on the Subject Property. The maximum permissible density for the Subject Property shall not exceed 2.50 dwelling units per gross acre of land; however, in no case should the proposed development exceed 231 units. All lots shall conform to the standards depicted in Table 2, which is as follows:

Table 2: Lot Dimensional Requirements

Lot Type (see Concept Plan) ▶	Α	В	С
Minimum Lot Width/Frontage (1)	60'	70'	80'
Minimum Lot Depth	120'	120'	125'
Minimum Lot Area	7,000 SF	8,400 SF	10,000 SF
Minimum Front Yard Setback <sup>(3)</sup>	20'	20'	20'
Minimum Side Yard Setback	5'	5'	5'
Minimum Side Yard Setback (Adjacent to a Street)	10'	10'	10'
Minimum Length of Driveway Pavement	20'	20'	20'
Maximum Height	32'	36'	36'
Minimum Rear Yard Setback	10'	10'	15'
Minimum Area/Dwelling Unit (SF) (2)	2,200 SF	2,400 SF	2,600 SF
Maximum Lot Coverage	65%	65%	65%

# General Notes:

<sup>:</sup> Lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may have the front lot width reduced by 20% as measured at the front property line provided that the lot width will be met at the front building line. Additionally, the lot depth on lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may be reduced by up to 10%, but shall meet the minimum lot size for each lot type as referenced within *Table 1*.

<sup>2:</sup> A maximum of 20% of the lots may have homes not less than 2,500 SF.

<sup>3:</sup> The Director of Planning or his designee may grant a reduction in the required 20-foot front yard building setback of up to five (5) feet for lots situated along cul-de-sacs or curvilinear streets, or where a 20-foot front yard building setback would create an undue hardship on the property.

# PD Development Standards

- 4. Building Standards. All development shall adhere to the following building standards:
  - (a) Masonry Requirement. The minimum masonry requirement for the exterior façades of all buildings shall be 90%. For the purposes of this ordinance, the masonry requirement shall be limited to full width brick, natural stone, and cast stone. Cementaceous fiberboard horizontal lap-siding (e.g. HardiBoard or Hardy Plank) and, stucco (i.e. three [3] part stucco or a comparable -- to be determined by staff) may be used for up to 50% of the masonry requirement.
  - (b) Roof Pitch. A minimum of an 8:12 roof pitch is required on all structures with the exception of sunrooms and porches, which shall have a minimum of a 4:12 roof pitch.
  - (c) Garage Orientation. Garages shall be oriented in a traditional swing (or j-swing) or in a front entry configuration. If a front entry garage configuration is utilized, that garage shall be located a minimum of 20-feet behind the front façade of the primary structure. On traditional swing (or j-swing) garages a second single garage door facing the street is permitted if it is located behind the width of the double garage door. A minimum number of three (3) car garages shall be provided for each lot type as depicted in Table 3 below.

Table 3: Three (3) Car Garages

Lot Type	Minimum Lot Size	# of 3-Car Garages [% (#)]
A	60' x 120'	33% (35)
В	70' x 120'	33% (20)
С	80' x 125'	80% (44)

5. Anti-Monotony Restrictions. The development shall adhere to the Anti-Monotony Matrix depicted in Table 4 below (for spacing requirements see Illustrations 1 & 2 on the next page).

Table 4: Anti-Monotony Matrix

Lot Type	Minimum Lot Size	Elevation Features
Α	60' x 120'	(1), (2), (3), (4)
В	70' x 120'	(1), (2), (3), (4)
С	80' x 125'	(1), (2), (3), (4)

- (1) Identical brick blends or paint colors may not occur on adjacent (*side-by-side*) properties along any block face without at least four (4) intervening homes of differing materials on the same side of the street beginning with the adjacent property and two (2) intervening homes of differing materials on the opposite side of the street.
- (2) Front building elevations shall not repeat along any block face without at least four (4) intervening homes of differing appearance on the same side of the street and two (2) intervening homes of differing appearance on the opposite side of the street. The rear elevation of homes backing to open spaces or on Anna Cade Road shall not repeat without at least five (5) intervening homes of differing appearance. Homes are considered to have a differing appearance if any of the following two (2) items deviate:
  - (a) Number of Stories
  - (b) Permitted Encroachment Type and Layout
  - (c) Roof Type and Layout
  - (d) Articulation of the Front Façade

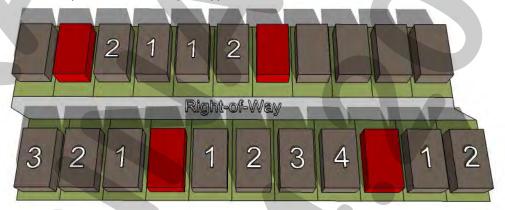
# PD Development Standards

(3) Each phase of the subdivision will allow for a maximum of four (4) compatible roof colors, and all roof shingles shall be an architectural or dimensional shingle (3-Tab Roofing Shingles are prohibited).

Illustration 1: Properties line up on the opposite side of the street. Where RED are the same.



Illustration 2: Properties do not line up on opposite side of the street. Where RED are the same.



- 6. Fencing Standards. All individual residential fencing and walls shall be architecturally compatible with the design, materials and colors of the primary structure on the same lot, and meet the following standards:
  - (a) Wood Fences. All wood fences shall be constructed of a standard fencing material (minimum of ½" thickness or better; spruce fencing will not be allowed), and use fasteners that are hot dipped galvanized or stainless steel. Wood fences facing onto a street shall be painted and/or stained and sealed with all pickets being placed on the public side facing the street. All wood fences shall be smooth-finished, free of burs and splinters, and be a maximum of six (6) feet in height.
  - (b) Wrought Iron/Tubular Steel. Lots located along the perimeter of roadways, abutting open spaces, greenbelts and parks shall be required to install a wrought iron or tubular steel fence. Wrought iron/tubular steel fences can be a maximum of six (6) feet in height.
  - (c) Corner Lots. Corner lots fences (i.e. adjacent to the street) shall provide masonry columns at 45-feet off center spacing that begins at the rear of the property line. A maximum of six (6) foot solid board-on-board panel fence constructed utilizing cedar fencing shall be allowed between the masonry columns along the side and/or rear lot adjacent to a street. In addition, the fencing shall be setback from the side property line adjacent to a street a minimum of five (5) feet. The property owner shall be required to maintain both sides of the fence.

Page 8

# PD Development Standards

- (d) Solid Fences (including Wood Fences). All solid fences shall incorporate a decorative top rail or cap detailing into the design of the fence.
- 7. Landscape and Hardscape Standards.
  - (1) Landscape. Landscaping shall be reviewed and approved with the PD Site Plan. All Canopy/Shade Trees planted within this development, unless specifically provided by this PD Ordinance, shall be a minimum of four (4) caliper inches in size and all Accent/Ornamental/Under-Story Trees shall be a minimum of four (4) feet in total height. The following tree species are approved for planting within this subdivision:
    - (a) Canopy/Shade Trees. Bald Cyprus, Cedar Elm, Texas Red Oak, Homestead Elm, Lace Bark Elm, Alle Elm, Chinese Pistachio, Shumard Oak, Sycamore, and Burr Oak.
    - (b) Accent/Ornamental/Under-Story Trees. Texas Redbud, Eve's Necklace, Mexican Plum, Downy Hawthorn, Crepe Myrtle, Texas Mountain Laurel, Vitex, and Desert Willow.
  - (2) Landscape Buffers. All landscape buffers and plantings located within the buffers shall be maintained by the Homeowner's Association (HOA).
    - (a) Landscape Buffer (Anna Cade Road). A minimum of a 20-foot landscape buffer shall be provided along the frontage of Anna Cade Road (outside of and beyond any required right-of-way dedication), and shall incorporate ground cover, a built-up berm and/or shrubbery or a combination thereof along the entire length of the frontage. Berms and/or shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, at least one (1), three (3) inch canopy tree shall be planted per 50-feet of linear frontage.
  - (3) Streetscape Landscaping. Prior to the issuance of a Certificate of Occupancy (CO), all residential, single family lots situated within the proposed subdivision shall be landscaped with canopy trees from the list stipulated by Section 7(1) of this ordinance in the following sizes and proportions:
    - (i) Two (2), three (3) inch trees measured six (6) inches above the root ball shall be planted in the front yard of an interior lot.
    - (ii) Two (2), three (3) inch trees measured six (6) inches above the root ball shall be planted in the front yard of a corner lot and two (2), three (3) inch caliper trees shall be planted in the side yard facing the street.

Note: For the purposes of this section only [i.e. Section 7(3)], the term "front yard" includes the area within the dedicated right-of-way for a parkway immediately adjoining the front yard of the lot.

- (4) Irrigation Requirements. Irrigation shall be installed for all required landscaping located within common areas, landscape buffers and/or open space. Irrigation installed in these areas shall be designed by a Texas licensed irrigator or landscape architect and shall be maintained by the Homeowner's Association.
- (5) *Hardscape*. Hardscape plans indicating the location of all sidewalks and trails shall be reviewed and approved with the PD Site Plan.

# Exhibit 'C': PD Development Standards

- 8. Street. All streets (excluding drives, fire lanes and private parking areas) shall be built according to City street standards.
- 9. Lighting. Light poles shall not exceed 20-feet in total height (i.e. base and lighting standard). All fixtures shall be directed downward and be positioned to contain all light within the development area.
- 10. Sidewalks. At a minimum, all sidewalks located on lay down curb section streets shall begin four (4) feet behind the back of curb and be five (5) feet in overall width.
- 11. Buried Utilities. New distribution power-lines required to serve the Subject Property shall be placed underground, whether such lines are located internally or along the perimeter of the Subject Property, unless otherwise authorized by the City Council. New transmission power-lines, or distribution lines of a size not typically or cost effectively placed underground (i.e. 3-phase lines), or additional lines that are added to existing poles, may be above ground, if located along the perimeter of the Subject Property. The Developer shall not be required to re-locate existing overhead power-lines along the perimeter of the Subject Property. Temporary power-lines constructed across undeveloped portions of the Subject Property to facilitate development phasing and looping may be allowed above ground, but shall not be considered existing lines at the time the area is developed, and if they are to become permanent facilities, such lines shall be placed underground pursuant to this paragraph. Franchise utilities shall be placed within a ten (10) foot public utility easement behind the sidewalk, between the home and the property line.
- 12. Open Space. The development shall consist of a minimum of 20% open space (or 18.6-acres; calculation below), and generally conform to the Concept Plan contained in Exhibit 'B' of this ordinance. The Homeowner's Association (HOA) shall maintain all open space areas.

Net Open Space = Buffer Strips + (Floodplain/2) + Open Space (Outside of Floodplain)

13. Neighborhood Signage. Permanent subdivision identification signage shall be permitted at all major entry points for the proposed subdivision and shall generally conform to the signage depicted in *Figures 1 & 2* (depicted on the next page). Final design and location of any entry features shall be reviewed and approved with the *PD Site Plan*.

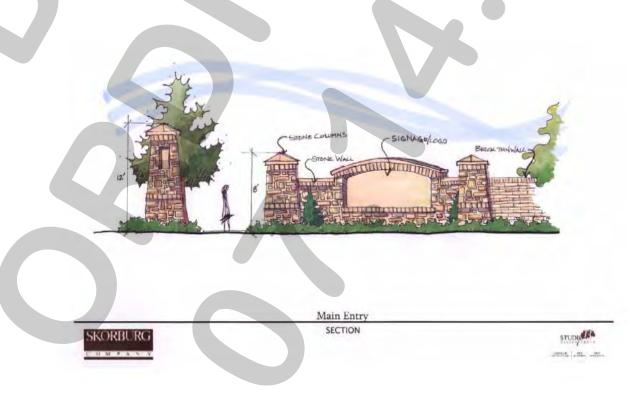
See the Illustrations on the following page.

# **Exhibit 'C':**PD Development Standards

Figure 1: Example of Subdivision Signage Locations



Figure 2: Example of Subdivision Signage Design Standard



Z2015-015: Riggs Property (AG to PD) Ordinance No. 15-XX; PD-XX

Page 11

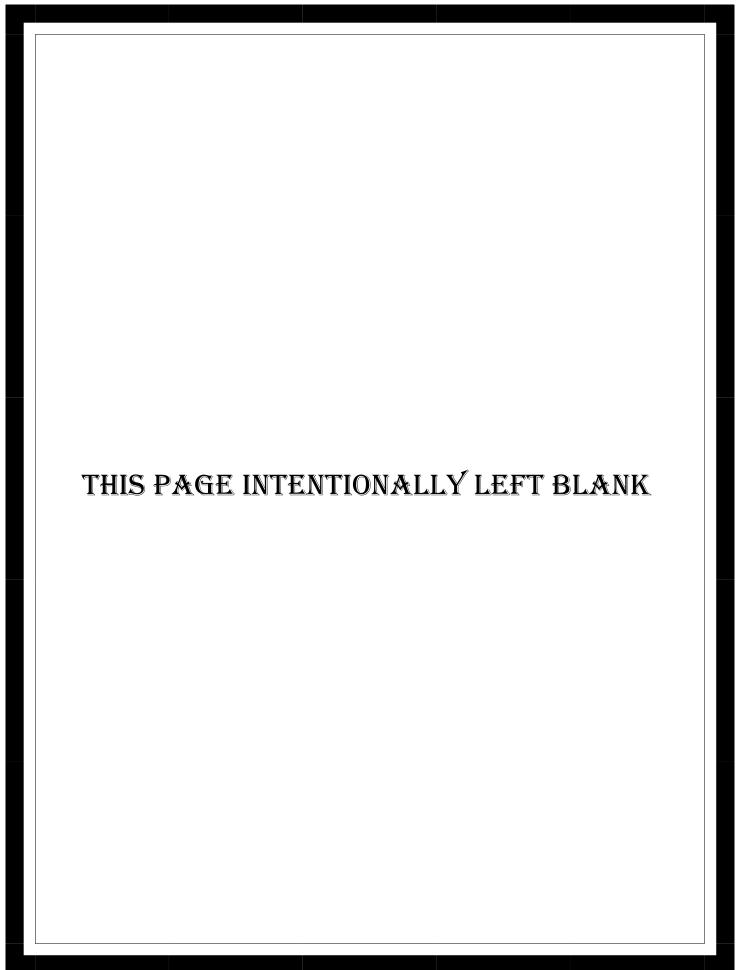
City of Rockwall, Texas

# PD Development Standards

- 14. Amenity Center. A site plan, landscape plan and building elevations for the Amenity Center shall be subject to site plan approval by the Planning and Zoning Commission prior to construction.
- 15. Homeowner's Association (HOA). A Homeowner's Association shall be created to enforce the restrictions established in accordance with the requirements of Section 38-15 of the Subdivision Regulations contained within the Municipal Code of Ordinances of the City of Rockwall. The HOA shall also maintain all neighborhood parks, trails, open space and common areas, irrigation, landscaping, amenity centers, screening fences associated with this development.
- 16. Variances. The variance procedures and standards for approval that are set forth in the Unified Development Code shall apply to any application for variances to this ordinance.



Z2015-015: Riggs Property (AG to PD) Ordinance No. 15-XX; PD-XX



# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 07/20/15

**APPLICANT:** Wayne Mershawn of Mershawn Architects

**AGENDA ITEM: Z2015-020**; Life Springs Church - SUP

Hold a public hearing to discuss and consider a request by Wayne Mershawn of Mershawn Architects on behalf of Rex Walker of Life Springs Church for the approval of a Specific Use Permit (SUP) for a church in an Agricultural (AG) District for a seven (7) acre portion of a larger 28.881-acre tract of land identified as Tract 15-01 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Corridor Overlay (SH 205 BY-OV) District, located on the north side of John King Boulevard east of the intersection of John King Boulevard and SH-205, and take any action necessary.

# **BACKGROUND INFORMATION:**

The applicant, Wayne Mershawn of Mershawn Architects, is requesting a Specific Use Permit (SUP) to allow for an institutional and community service use within an Agricultural (AG) District and more specifically a Church development on an approximately 7-acre portion of a larger 28.881-acre tract of land. The property is situated on the north side of John King Boulevard and is east of the intersection of SH-205 and John King Boulevard. The property is also located within the SH-205 By-Pass Corridor Overlay (SH 205 BY-OV) District. Should the SUP be approved, *Life Spring Church* intends to develop an approximately 25,000 sq. ft. facility and may expand the site in the future.

The surrounding properties to the north, west, and south are unplatted tracts of land and are zoned AG districts. The property east of this location is zoned PD-74 and is a single family residential subdivision known as the Breezy Hill Phase IV Addition. Although a *Church* on its own may be considered an appropriate land use adjacent to the primarily single-family residential uses east of this location, many of the uses permitted in non-residential zoning districts (i.e. General Retail or Commercial) may not be considered appropriate; therefore, the property should maintain its AG zoning classification supported by the SUP to allow for a *Church* use. This will assure consistency with the Future Land Use Plan which has the area designated for Low Density Residential (LDR) land uses.

Included in your packet is a legal description of the property and a conceptual site plan for your review. The request for the SUP does have merit based on the surrounding properties zoning classifications compatibility with a Church use; however, a request for an SUP is a discretionary act upon the Planning and Zoning Commission and City Council.

# **NOTIFICATION:**

Staff mailed six (6) notices to property owners within 500 feet of the subject property; however, there are no HOA/Neighborhood Organization within 1500 feet participating in the notification program. Additionally, staff posted a sign on the property as required by the Unified Development Code (UDC). At the time this report was drafted, staff has received one (1) notice "opposed to" the zoning change request.

# **RECOMMENDATIONS:**

Should the Specific Use Permit be approved, staff would offer the following conditions of approval:

- 1) That adherence to Engineering and Fire Department standards shall be required.
- 2) That the proposed conceptual site plan should be used only for the purpose of establishing a boundary that will incorporate a 7.0-acre tract of land as depicted for church purposes.
- 3) That future site plan submittal and approval shall be required, including Architectural Review and adherence to all standards specified in the 205 By-Pass Corridor Overlay district and other applicable sections of the Unified Development Code.
- 4) That submittal and approval of engineering plans, and final plat shall be required prior to issuance of a Certificate of Occupancy.

# Planning and Zoning Commission Recommendation:

On July 14, 2015, the Planning and Zoning Commission recommended approval of the SUP request with staff conditions by a vote of 7 to 0.





# **City of Rockwall**

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (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.

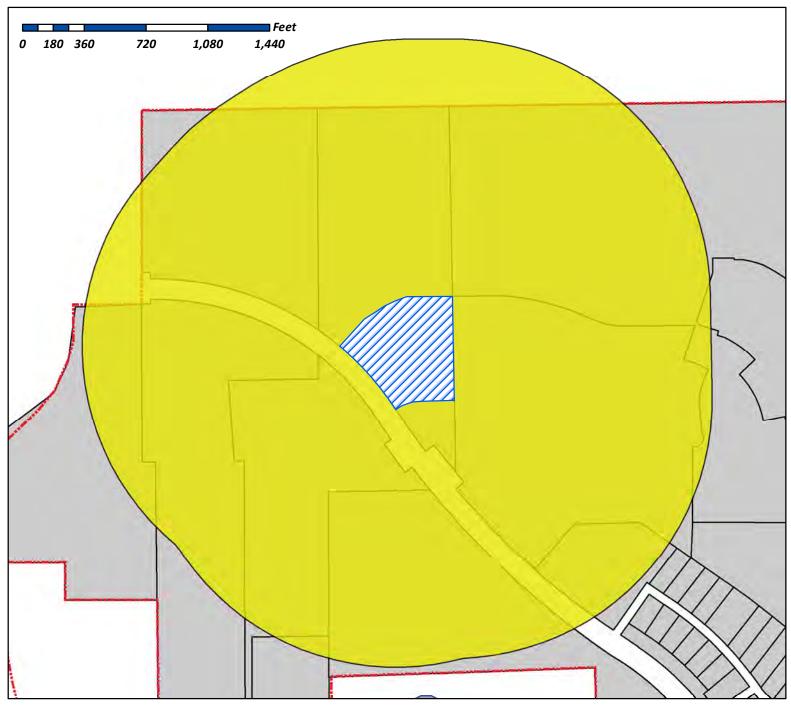




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**Case Number: Z2015-020** 

Case Name: Specific Use Permit Case Type: What is the case type?

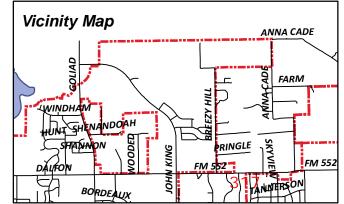
Zoning: AG

Case Address: NE corner of John King Blvd

and Life Springs

Date Created: 06/16/2015

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

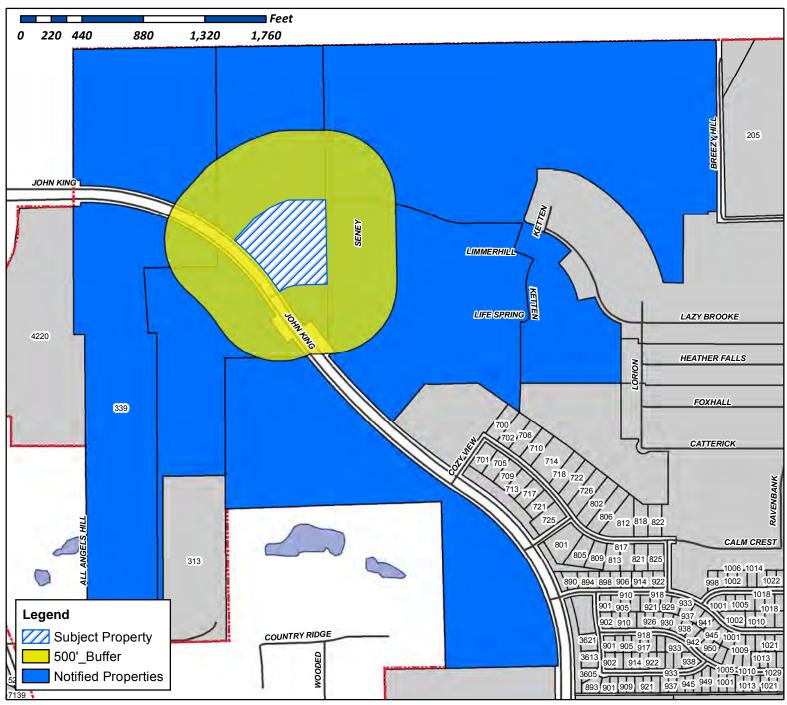




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**Case Number: Z2015-020** 

Case Name: Life Spring Church Case Type: Specific Use Permit

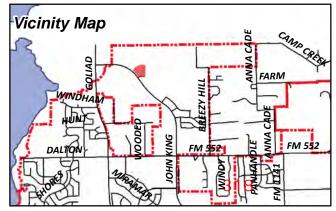
Zoning: AG

Case Address: NE corner of John King Blvd

and Life Spring

Date Created: 06/16/2015

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



To Whom It May Concern:

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

### Case No. Z2015-020: Life Spring Church

Hold a public hearing to discuss and consider a request by Wayne Mershawn of Mershawn Architects on behalf of Rex Walker of Life Springs Church for the approval of a Specific Use Permit (SUP) for a church in an Agricultural (AG) District for a seven (7) acre portion of a larger 28.881-acre tract of land identified as Tract 15-01 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Corridor Overlay (SH 205 BY-OV) District, located on the north side of John King Boulevard east of the intersection of John King Boulevard and 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, 7/14/2015 at 6:00 p.m.,** and the City Council will hold a public hearing on **Monday, 7/20/2015 at 6:00 p.m.** 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:

David Gonzales 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 7/20/2015 to ensure they are included in the information provided to the City Council.

Sincerely,

### Robert LaCroix, AICP

Director of Planning & Zoning

MORE INFORMATION ON THIS CASE CAN BE FOUND ON THE CITY'S WEBSITE: http://www.rockwall.com/planning/planningdevcases.asp

PLEASE RETURN THE BELOW FORM

Case No. Z2015-020: Life Spring Church

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

CLARK BRUCE A & ROSE R 313 SHENNENDOAH LN ROCKWALL, TX 75087 CURRENT RESIDENT 339 ALL ANGELS HILL ROCKWALL, TX 75087 BH BALANCE III LLC 8214 WESTCHESTER DRIVE SUITE 710 DALLAS, TX 75225

BH PHASE IV SF LTD 8214 WESTCHESTER DRIVE SUITE 710 DALLAS, TX 75225

LIFE SPRING CHURCH P O BOX 886 ROCKWALL, TX 75087 SHENNENDOAH REAL ESTATE PARTNERS PO BOX 941428 PLANO, TX 75094

# - . - . PLEASE RETURN THE BELOW FORM - . - .

Case No. Z2015-020: Life Spring Church

Please place a check mark on the appropriate line below:

- $\square$  I am in favor of the request for the reasons listed below.
- I am opposed to the request for the reasons listed below.

of our property and latine development, reducing the value.

Name: Milke A. Thomes Munager of Shannen bach Real Estate Partinger address: D.O. Box 941428 Plano, To Wory

<u>Tex. Loc. Gov. Code, Sec. 211.006 (d)</u> 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

Notice of Public Hearing • City of Rockwall • 385 South Goliad Street • Rockwall, TX 75087 • [P] (972) 771-7745 • [F] (972) 771-7748

1



# CITY OF ROCKWALL

<b>ORDINANCE</b>	10.	15-	

SU	P	NO.	
Sυ		NO.	

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR A "CHURCH" WITHIN AN AGRICULTURAL (AG) DISTRICT, BEING A 7.00-ACRE PORTION OF A LARGER 28.881-ACRE TRACT OF LAND IDENTIFIED AS TRACT 15-01 OF THE J. STRICKLAND SURVEY, ABSTRACT NO. 187, AND GENERALLY LOCATED ON THE NORTH SIDE OF JOHN KING BOULEVARD EAST OF THE INTERSECTION OF JOHN KING BOULEVARD AND SH-205, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; 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, a request has been made by Wayne Mershawn of Mershawn Architects on behalf of Rex Walker of Life Springs Church for the approval of a Specific Use Permit (SUP) allowing for a "Church" within an Agricultural (AG) District, being a 7.00-acre portion of a larger 28.881-acre tract of land identified as Tract 15-01 of the J. Strickland Survey, Abstract 187, and generally located on the north side of John King Boulevard and SH-205, City of Rockwall, Rockwall County, Texas, and more specifically described in Exhibit "A" 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 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 of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit for a "*Church*" within the Agricultural (AG) District for the *Subject Property*; and

**Section 2.** That the Specific Use Permit shall be subject to the requirements as set forth in *Article V, Section 2.1, Agricultural (AG) District* of the City of Rockwall Unified Development Code (Ord. No. 04-38) as heretofore amended, as amended herein by granting of this zoning change, and as may be amended in the future, and shall be subject to the additional following conditions:

Z2015-020: Life Spring Church – SUP Ordinance No. 15-XX SUP No. XX

# 2.1 Operational Conditions

The following conditions pertain to the operation of a *Church* on the *Subject Property* and conformance to these stipulations is required for continued operations:

- 1) That adherence to Engineering and Fire Department standards shall be required, and
- 2) That the proposed conceptual site plan should be used only for the purpose of establishing a boundary that will incorporate a 7.0-acre tract of land as depicted in Exhibit 'B' of this ordinance, and
- 3) That future site plan submittal and approval shall be required, including Architectural Review and adherence to all standards specified in the 205 By-Pass Corridor Overlay district and other applicable sections of the Unified Development Code, and
- 4) That submittal and approval of engineering plans, and final plat shall be required prior to issuance of a Certificate of Occupancy, and
- **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, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code No. 04-38 of the City of Rockwall, Texas, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable.
- **Section 7.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides.

PASSED AND APPROVED BY THE TEXAS, this day of, 2015	E CITY COUNCIL OF THE CITY OF ROCKWALL.
	Jim Pruitt, <i>Mayor</i>
ATTEST:	
Kristy Ashberry, City Secretary	

# **APPROVED AS TO FORM:**

Frank Garza, City Attorney	
1st Reading:	

2nd Reading: \_\_\_\_\_



#### Exhibit 'A' - Legal Description

#### **DESCRIPTION OF 6.9946 ACRES**

BEING a tract of land situated in the JOSEPH STRICKLAND SURVEY, ABSTRACT NO. 187, Rockwall, Rockwall County, Texas, and being part of that certain 31.012 acre tract of land conveyed from Bruce A. Clark and Rose R. Clark to Life Spring Church, a Texas nonprofit corporation, by Warranty Deed With Vendor's Lien ("LSWD") recorded in Volume 6934, Page 206 of the Official Public Records of Rockwall County, Texas ("OPRRCT"), and being more particularly described as follows:

Basis of bearings is Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202, NAD83);

BEGINNING at 5/8" iron rod with yellow plastic cap set ("5/8" YCIRS") for corner in the northeasterly right-of-way line of John King Boulevard (120' R.O.W.) as described in Warranty Deed to the City of Rockwall, Texas, recorded in Volume 5364, Page 123 of the OPRRCT, and also being in a curve to the left and concave to the southwest, said curve having a central angle of 14°38'17", a radius of 1,660.00', and a chord which bears N 42°34'31" W a distance of 422.95';

THENCE northwesterly with said curve to the left and northeasterly right-of-way line an arc distance of 424.10 feet to a 5/8" YCIRS for corner;

THENCE North 45 deg. 36 min. 28 sec. West a distance of 431.07 feet to a 5/8" YCIRS for corner;

THENCE North 89 deg. 11 min. 22 sec. East a distance of 346.65 feet to a 5/8" YCIRS for corner in the east line of said 31.012 acre tract and west line of Tract 1 as described in Special Warranty Deed With Vendor's Lien to BH Balance III LLC, a Texas limited liability company, recorded in County Clerk Instrument No. 20130000498889 of the OPRRCT, and also being in the west line of Block D of Breezy Hill Phase IV, an addition to the City of Rockwall, Texas as recorded in County Clerk Instrument No. 2015000003964;

THENCE South 00 deg. 52 min. 30 sec. East with said east line of said 31.012 acre tract and west line of said Tract 1 and Block D, a distance of 597.62 feet to a 5/8" YCIRS for corner in the north right-of-way line of Life Spring Drive (variable R.O.W.) as described in Right-Of-Way Plat of Life Spring Drive, recorded in County Clerk Instrument No. 20140000004816 of the OPRRCT, said rod corner being in a curve to the left, said curve being concave to the south and having a central angle of 02°37'29", a radius of 850.00', and a chord which bears N 89°26'27" W a distance of 38.93':

THENCE westerly with said curve to the left and north right-of-way line an arc distance of 38.94 feet to a 5/8" YCIRS for corner and PT of said curve;

THENCE South 89 deg. 14 min. 49 sec. West with said north right-of-way line 152.28 feet to a 5/8" YCIRS for corner and PC of a curve to the left, said curve being concave to the south and having a central angle of 5°25'24", a radius of 275.00', and a chord which bears S 86°32'09" W a distance of 26.02';

THENCE westerly with said curve to the left and north right-of-way line an arc distance of 26.03 feet to a 5/8" YCIRS for corner and point of reverse curve to the right, said curve being concave to the north and having a central angle of 14°46′00", a radius of 90.50', and a chord which bears N 88°47′28" W a distance of 23.26';

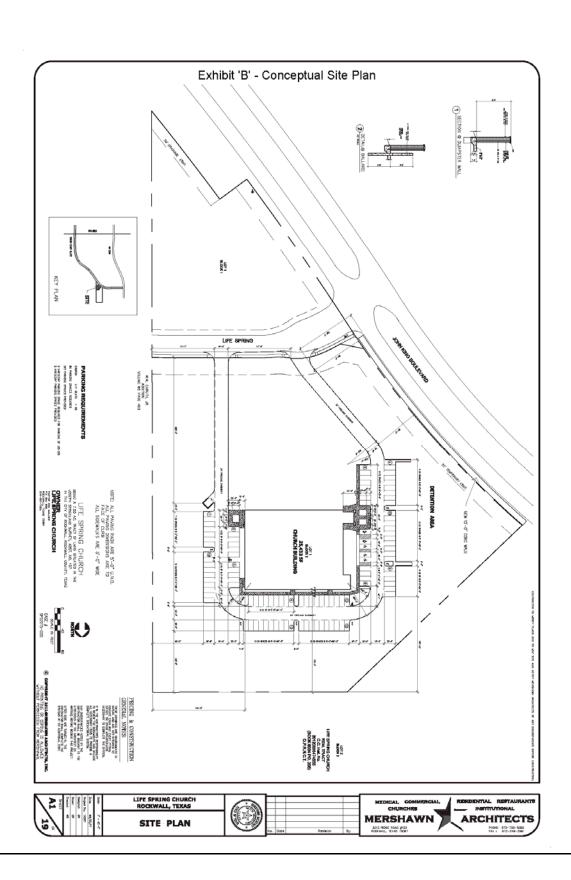
#### Exhibit 'A' - Legal Description

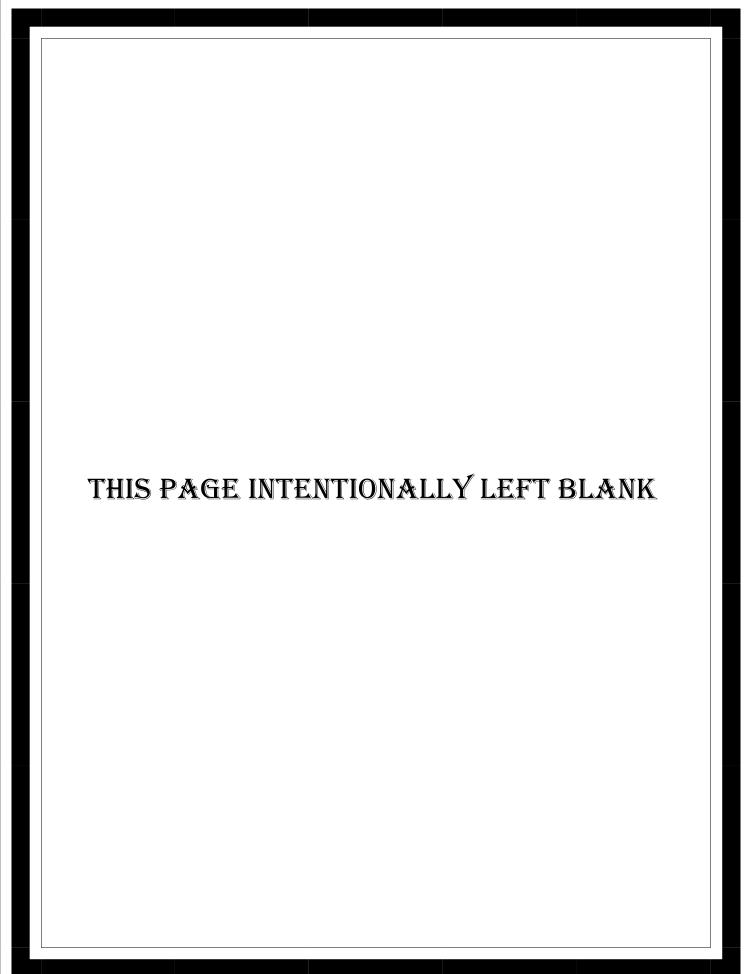
THENCE westerly with said curve to the right and north right-of-way line an arc distance of 23.32 feet to a 5/8" YCIRS for corner and point of reverse curve to the left, said curve being concave to the southeast and having a central angle of 31°16′08", a radius of 109.50', and a chord which bears S 82°57′31" W a distance of 59.02';

THENCE southwesterly with said curve to the left and northerly right-of-way line an arc distance of 59.76 feet to a 5/8" YCIRS for corner and point of compound curve to the left, said curve being concave to the southeast and having a central angle of 08°07'31", a radius of 289.00', and a chord which bears S 63°15'40" W a distance of 40.95';

THENCE southwesterly with said curve to the left and northerly right-of-way line an arc distance of 40.98 feet to a 5/8" YCIRS for corner and easterly terminus of a northerly right-of-way clip;

THENCE North 79 deg. 14 min. 38 sec. West with the said northerly right-of-way clip 42.80 feet to the PLACE OF BEGINNING, and containing 304,687 square feet or 6.9946 acres of land, more or less.





# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 07/20/15

**APPLICANT:** Sam Ellis of Dallas Design Build

**AGENDA ITEM: Z2015-021**; Children's Lighthouse (Daycare Facility) - SUP

Hold a public hearing to discuss and consider a request by Sam Ellis on behalf of the owner, the George Dewoody Estate, for the approval of a Specific Use Permit (SUP) for a daycare facility in an Agricultural (AG) District for a two (2) acre parcel of land identified as Lot 1 of the Dewoody Addition, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the North SH-205 Corridor Overlay (N SH-205 OV) District, addressed as 3011 N. Goliad Street [SH-205], and take any action necessary.

## **BACKGROUND INFORMATION:**

The applicant, Sam Ellis of Dallas Design Build, is requesting a Specific Use Permit (SUP) to allow for an institutional and community service use within an Agricultural (AG) District and more specifically a *Day Care* facility on a 1.940-acre tract of land. Currently, the property has a single family residence on site that will be demolished. The property is situated on the west side of North Goliad Street, just north of the intersection of North Lakeshore at 3011 N. Goliad. The property is also located within the North SH-205 Corridor Overlay (N SH-205 OV) District. Should the SUP be approved, Children's Lighthouse intends to develop an approximately 7,641 sq. ft. facility thereby expanding their existing operation that is adjacent to this site.

The surrounding properties to the east, west, and south are primarily zoned Planned Development districts for a mix of single family residential and non-residential properties. The property north of this location is zoned SFE-1.5 and has a single family residential home on the site. Although a *Day Care* facility may on its own be considered an appropriate land use in an AG zoning district with an SUP, a commercially zoned property would allow other uses that may not be considered appropriate with regard to the adjacent land uses; therefore, the property should maintain its AG zoning classification supported by the SUP to allow for the *Day Care* facility. This will assure consistency with the Future Land Use Plan which has the area designated for Medium Density Residential (MDR) land uses.

Included in your packet is a letter requesting the SUP, a legal description of the property, a land title and improvement survey, and a concept plan for your review. The request for the SUP does have merit based on the surrounding properties zoning classifications compatibility with a *Day Care* facility use; however, a request for an SUP is a discretionary act upon the Planning and Zoning Commission and City Council.

### **NOTIFICATION:**

Staff mailed sixty-six (66) notices to property owners within 500 feet of the subject property and has e-mailed five (5) HOA/Neighborhood Organizations (The Shores/Ray Hubbard, Random

Oaks/Shores, Stone Creek, Quail Run Valley, and Lakeview Summit) within 1500 feet that are participating in the notification program. Additionally, staff posted a sign on the property as required by the Unified Development Code (UDC). At the time this report was drafted, staff has received two (2) notices "in favor of" the zoning change request.

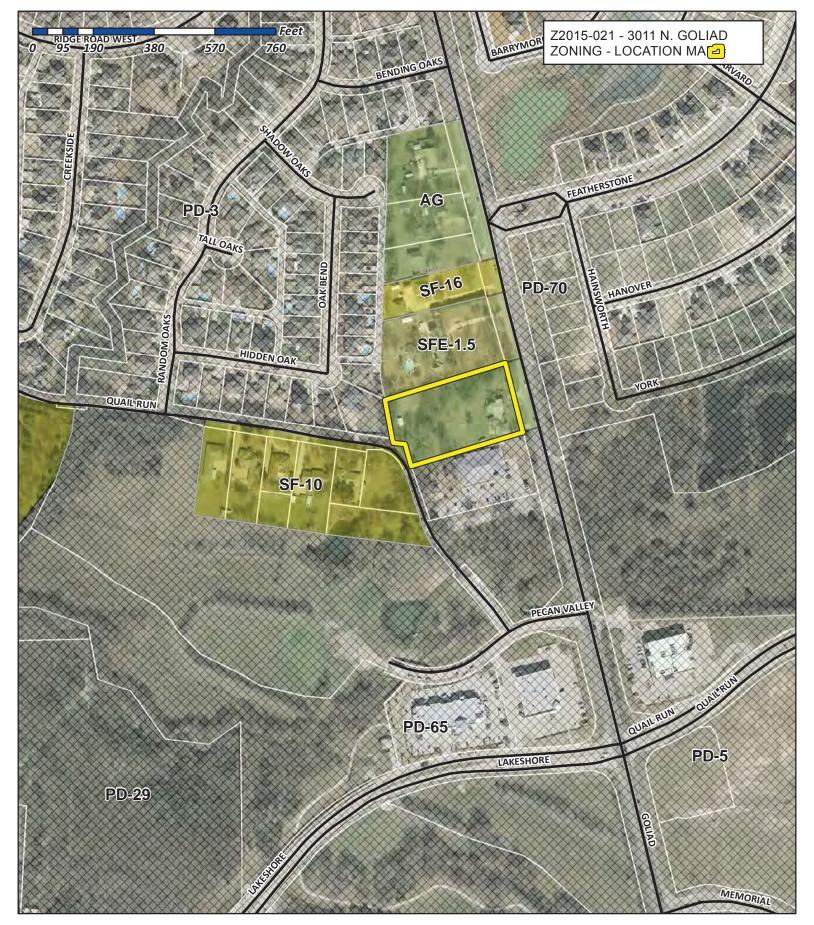
## **RECOMMENDATIONS:**

Should the Specific Use Permit be approved, staff would offer the following conditions of approval:

- 1) That adherence to Engineering and Fire Department standards shall be required.
- 2) That future site plan submittal and approval shall be required, including Architectural Review and adherence to all standards specified in the North SH 205 Corridor Overlay district and other applicable sections of the Unified Development Code (UDC).
- 3) That the proposed conceptual site plan shall be used only for the purpose of establishing a general layout of the daycare facility as depicted on a 1.940-acre tract of land.
- 4) That the use for a daycare facility as requested shall allowed on the 1.940-acre tract of land.
- 5) That submittal and approval of engineering plans, and final plat shall be required prior to issuance of a Certificate of Occupancy.

# Planning and Zoning Recommendation:

On July 14, 2015, the Planning and Zoning Commission recommended approval of the SUP request with staff conditions by a vote of 7 to 0.





# City of Rockwall

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.

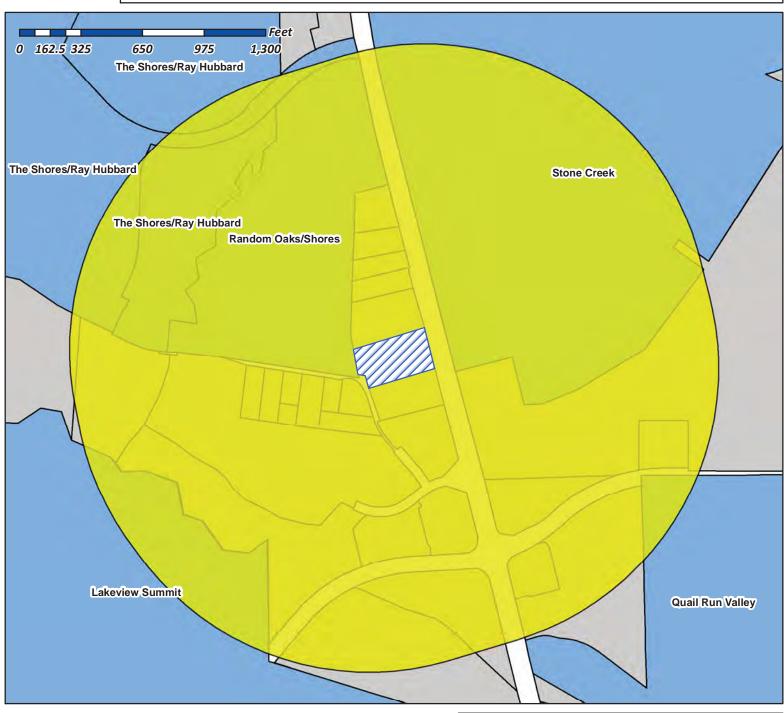




# City of Rockwall

Planning & Zoning Department 385 S. Goliad Street 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: Z2015-021

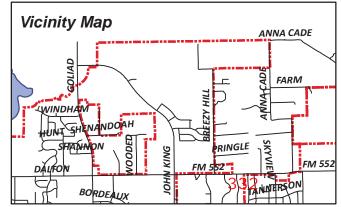
Case Name: Children's Lighthouse Case Type: Specific Use Permit

Zoning: AG

Case Address: 3011 N. Goliad

Date Created: 06/17/2015

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



### Miller, Ryan

From: Morales, Laura

**Sent:** Monday, June 22, 2015 1:47 PM

To:

Subject: Neighborhood Notification Program: Notice of Zoning Request

### To whom it may concern:

Per your participation in the Neighborhood Notification Program, you are receiving this notification to inform your organization and residents of a request for a zoning change that lies within 1,500 feet of the boundaries of your neighborhood or subdivision. As the primary contact for the organization, you are encouraged to share this information with the residents of your subdivision. Please find attached a map detailing the location of the subject property requesting the zoning change in relation to your subdivision boundaries. Additionally, below is a summary of the zoning request that will be published in the Rockwall Herald Banner on June 26<sup>th</sup>, 2015. If you have any questions or comments regarding this request, the contact information for the Planning Department is listed below. Additional information can also be found at http://www.rockwall.com/planning/planningDevCases.asp.

Z2015-021 -Hold a public hearing to discuss and consider a request by Sam Ellis on behalf of the owner, the George Dewoody Estate, for the approval of a Specific Use Permit (SUP) for a daycare facility in an Agricultural (AG) District for a two (2) acre parcel of land identified as Lot 1 of the Dewoody Addition, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the North SH-205 Corridor Overlay (N SH-205 OV) District, addressed as 3011 N. Goliad Street [SH-205], and take any action necessary

If this email is reaching you in error, please forward it to your HOA or neighborhood group representative and update the contact information at http://www.rockwall.com/planning/hoa.asp.

Sincerely,

Planning Staff

# City of Rockwall

Planning & Zoning Department 972.771.7745 planning@rockwall.com



# 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: Z2015-021

Case Name: Children's Lighthouse Case Type: Specific Use Permit

Zoning: AG

Case Address: 3011 N. Goliad

Date Created: 06/17/2015

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



To Whom It May Concern:

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

#### Case No. Z2015-021: Children's Lighthouse Addition

Hold a public hearing to discuss and consider a request by Sam Ellis on behalf of the owner, the George Dewoody Estate, for the approval of a Specific Use Permit (SUP) for a daycare facility in an Agricultural (AG) District for a two (2) acre parcel of land identified as Lot 1 of the Dewoody Addition, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the North SH-205 Corridor Overlay (N SH-205 OV) District, addressed as 3011 N. 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, 7/14/2015 at 6:00 p.m.,** and the City Council will hold a public hearing on **Monday, 7/20/2015 at 6:00 p.m.** 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:

David Gonzales 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 7/20/2015 to ensure they are included in the information provided to the City Council.

Sincerely,

#### Robert LaCroix, AICP

Director of Planning & Zoning

MORE INFORMATION ON THIS CASE CAN BE FOUND ON THE CITY'S WEBSITE: <u>HTTP://www.rockwall.com/planning/planningdevcases.asp</u>
- · - · PLEASE RETURN THE BELOW FORM - · - · - · - · - · - · - · - · - · -
Case No. Z2015-021: Children's Lighthouse Addition
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

**DEWOODY GEORGE ET UX** M REA PROPERTIES 2 LLC CHILTON ROBERT B 114 MAPLERIDGE DR 1234 TRALEE LN 1440 OAKLAWN DR ROCKWALL, TX 75032 GARLAND, TX 75044 CORISCANA, TX 75110 CURRENT RESIDENT CURRENT RESIDENT **CURRENT RESIDENT** 1821 HAINSWORTH DR SUITE 710 1823 HAINSWORTH DR SUITE 710 1825 HAINSWORTH DR ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 MORGAN RAYMOND L JR AND STEPHANIE L COMPTON BRADFORD D AND REBECCA HUA ALEXANDER AND THU THUY 1826 HAINSWORTH DR 1827 HAINSWORTH DR 1829 HAINESWORTH DR ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 SLOAN CHRISTOPHER A & MISTI D CURRENT RESIDENT CURRENT RESIDENT 1830 OAK BEND DRIVE 1831 HAINSWORTH DR STE 710 1833 HAINSWORTH DR STE 710 ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 **CURRENT RESIDENT** HORNER STEPHEN R & DARLA SMITH MULLET STEPHEN PAUL 1838 OAK BEND DR 1839 OAK BEND DR 1844 OAK BEND DR ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 RAKOW DONALD F IR & RHONDA **BELL JEFFREY A & LARISSA** DOYLE BRYAN RONALD AND SABINE 1845 OAK BEND DR 1850 OAK BEND DRIVE 1851 OAK BEND DR ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 LEE THERESE M & GREGORY H **EUBANKS TERELL N** RILEY JORI 1856 OAK BEND DR 1857 OAK BEND DR 1862 OAK BEND DR ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 GARCIA RACHELLE N **BURGIN BRADLEY J & LORI E CURRENT RESIDENT** 1863 OAK BEND DR 1868 OAK BEND DR 1869 OAK BEND DR SUITE 350 ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 ARKOMA DEVELOPMENT LLC ARKOMA DEVELOPMENT LLC **DEAN LANTY W & MARY F** 203 E INTERSTATE 30 203 E INTERSTATE 30 216 W QUAIL RUN RD ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087 DEAN LANTY W & MARY F HYDE TRENT D & DEBRA A **HUNTER MICHAEL B & VICKIE D** 216 W QUAIL RUN RD 218 W QUAIL RUN RD 220 W QUAIL RUN RD ROCKWALL, TX 75087 ROCKWALL, TX 75087 ROCKWALL, TX 75087

CANADA CECILIA A	OEXMAN ALVIN H ET UX	KHATER CHARLES J
222 W QUAIL RUN RD	224 W QUAIL RUN RD	23 PRINGLE LN
ROCKWALL, TX 75087	ROCKWALL, TX 75087	ROCKWALL, TX 75087
CURRENT RESIDENT	CURRENT RESIDENT	CLARK TROY & JANICE
3009 N GOLIAD	3011 N GOLIAD ST	3025 N GOLIAD ST
ROCKWALL, TX 75087	ROCKWALL, TX 75087	ROCKWALL, TX 75087
ROSS JODY ALAN & KAREY	CURRENT RESIDENT	STORCK CORDIA
3027 N GOLIAD ST	3029 N GOLIAD ST	3031 N GOLIAD
ROCKWALL, TX 75087	ROCKWALL, TX 75087	ROCKWALL, TX 75087
GREER PATRICIA L	CURRENT RESIDENT	ARRIAGA HENRY
3031 N GOLIAD ST	3033 N GOLIAD ST	505 HIDDEN OAK LN
ROCKWALL, TX 75087	ROCKWALL, TX 75087	ROCKWALL, TX 75087
JASMAN JAMES BLAKE	MURRAY NANCY J	FITZGERALD GLORIA J MCWHIRTER & DON
511 HIDDEN OAK LN	519 HIDDEN OAK LN	525 HIDDEN OAK LANE
ROCKWALL, TX 75087	ROCKWALL, TX 75087	ROCKWALL, TX 75087
CURRENT RESIDENT	HANKINS ANGELA &	THIRION MARK P & ELIZABETH
530 HIDDEN OAK LN	531 HIDDEN OAK LN	533 TALL OAKS PL
ROCKWALL, TX 75087	ROCKWALL, TX 75087	ROCKWALL, TX 75087
SAPUTA DUANE & MONICA	COLE MARK A	WALN IRMA SUE
536 HIDDEN OAK LN	537 HIDDEN OAK LN	539 TALL OAKS PL
ROCKWALL, TX 75087	ROCKWALL, TX 75087	ROCKWALL, TX 75087
DREES CUSTOM HOMES LP	AMERICAN RESIDENTIAL LEASING COMPANY LLC	CURRENT RESIDENT
6225 N ST HWY 161 #150	7047 E GREENWAY PARKWAY SUITE 350	794 HANOVER DR STE 710
IRVING, TX 75038	SCOTTSDALE, AZ 85254	ROCKWALL, TX 75087
CURRENT RESIDENT	NURMI DOUGLAS B & LISA R	CURRENT RESIDENT
795 FEATHERSTONE DR	795 HANOVER DRIVE	796 HANOVER DR STE 710
ROCKWALL, TX 75087	ROCKWALL, TX 75087	ROCKWALL, TX 75087
CURRENT RESIDENT	TUMULTY TIMOTHY M & KIM A	CURRENT RESIDENT
797 FEATHERSTONE DR SUITE 710	797 HANOVER DRIVE	804 YORK DR SUITE 710
ROCKWALL, TX 75087	ROCKWALL, TX 75087	ROCKWALL, TX 75087

CURRENT RESIDENT 806 YORK DR SUITE 710 ROCKWALL, TX 75087 CURRENT RESIDENT 808 YORK DR SUITE 710 ROCKWALL, TX 75087 WINDSOR HOMES CUMBERLAND LLC 8214 WESTCHESTER SUITE 710 DALLAS, TX 75225

STONE CREEK SF LTD 8214 WESTCHESTER DR STE 710 DALLAS, TX 75225 STONE CREEK PHASE IV 60S POD LTD 8214 WESTCHESTER DRIVE SUITE 710 DALLAS, TX 75225 CURRENT RESIDENT 825 GOLIAD ST STE 710 ROCKWALL, TX 75087

To Whom It May Concern:

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

#### Case No. Z2015-021: Children's Lighthouse Addition

Hold a public hearing to discuss and consider a request by Sam Ellis on behalf of the owner, the George Dewoody Estate, for the approval of a Specific Use Permit (SUP) for a daycare facility in an Agricultural (AG) District for a two (2) acre parcel of land identified as Lot 1 of the Dewoody Addition, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the North SH-205 Corridor Overlay (N SH-205 OV) District, addressed as 3011 N. 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**, **7/14/2015** at **6:00 p.m.**, and the City Council will hold a public hearing on **Monday**, **7/20/2015** at **6:00 p.m.**. 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:

David Gonzales 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 7/20/2015 to ensure they are included in the information provided to the City Council.

Sincerely,

Robert LaCroix, AICP

Director of Planning & Zoning

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

339

Case No. Z2015-021: Children's Lighthouse Addition

Please place a check mark on the appropriate line below:

 $\prod$  I am opposed to the request for the reasons listed below.

e) growth in Recleared shows need for additional space for Deurvent childrens lighthouse offers good educational

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.

Tray Ross

8009 N. Golfad Rd Rockwall, To 75087

Address:

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

Notice of Public Hearing • City of Rockwall • 385 South Goliad Street • Rockwall, TX 75087 • [P] (972) 771-7745• [F] (972) 771-7748

1

# **Dallas Design Build**

6916 Echo Canyon McKinney, Tx 75070 972-877-6630 Fax: 877-750-4887

E-Mail: sam@dallasdb.com

Friday, June 12, 2015

Robert La Croix City of Rockwall Planning Department

Re: 3011 North Goliad

Dear Robert,

Please find the attached submittal for a requested SUP for the above tract. We are requesting modifying the existing Agricultural to include a Day School use. Please note that we be asking to join this un-platted lot with the existing Lot 1, Block 1, Children's Lighthouse Addition to the south. The ownership will be common. Please note that we are developing an accurate Metes and Bounds description and will forward as soon as it is ready.

Thank you.

Sam Ellis

BEING a 1.940 acres tract of land situated in the Samuel King Survey, Abstract No. 131, Rockwall County, Feaxs and being all of Lot One of De Woody Addition an addition to the City of Rockwall according to the plat recorded in Cabinet A, Silde 387 of the Plat Records Rockwall County, Texas (PRRCT) and being more particularly described as follows:

THENCE along the west line of said State Highway No. 205 (North Goliad Street), SOUTH 13\*15'00" East adistance of 232.30 feet to a point for corner from which a 5/8 inch iron roof found bears SOUTH 89\*15'07' EAST a distance of 15.6 feet and being in the north line of Lot, Block Dof North Lakeshore Valley an addition to the City of Rockwall according to the plat recorded in Cabinet 6, Slis 247 (PRACT);

THENCE along the common line of said Lot One and Lot 1, Block D, SOUTH 73\*33'02" West a distance of 356.45 feet to a point for corner from which a ½ inch iron rod bears SOUTH 42\*24'55" WEST a distance of 0.35 feet and being in the east right of way line of Quali Run Road a variable width right of way.

THENCE along the east line of said Quail Run Road, NORTH 16'30'14" WEST a distance of 72.55 feet to a point from which a 5/8 inch iron rod found bears NORTH 66'36'45" WEST a distance of 3.28 feet and being in the north line of said Quail Run Road;

THENCE along the north line of said Quail Run Road, NORTH 80°05'54" WEST a distance of 37.23 feet to a 5/8 inch iron rod set for corner;

THENCE along the west line of said Lot One, NORTH 09°30′06″ WEST a distance of 134.76 feet to a point for corner from which a 's inch in no rod found bears SQUITH 76°22'22' WEST a distance of 7.69 feet and another 's inch iron rod found bears NORTH 77°37°32 EAST a distance of 8.33 feet;

THENCE along the north line of said Lot One, NORTH 73°33'00" EAST a distance of 386.04 feet to the POINT OF BEGINNING;

CONTAINING 1.940 acres or 84,484.79 square feet of land more or less all according to that certain survey prepared by A. J. Bedford Group Inc.

#### Surveyor's Certification

I, Austin J. Bedford, a Registered Professional Land Surveyor in the State of Texas do hereby certify that an on the ground survey of the property shown was made under my supervision and that this map correctly represents the texts found at the time of survey and that this survey conforms to the current Minimum Standard Detail Requirements for a Category 11, Condition I, Land Tille Surveying as specified by the last seldion of the Manual of Practice for Land Surveying on Texas 2006 Revised Beenin Edition prepared by the Texas Society of Professional Surveying.

Dated the 10th day of June. 2015.

Rockwall, Texas 75087

Austin I) Bedford Registered Professional Land Surveyor No. 4132 A.J. Bedford Group, Inc. 301 North Alamo Road Rorkwall Texas 75/867

CURRENT TITLE WAS NOT AVAILABLE AT THE TIME OF THIS SURVEY; THEREFORE, IT IS POSSIBLE THAT ALL EASEMENTS OF RECORD MAY NOT BE SHOWN.

#### LAND TITLE AND IMPROVEMENT SURVEY 1.940 ACRES

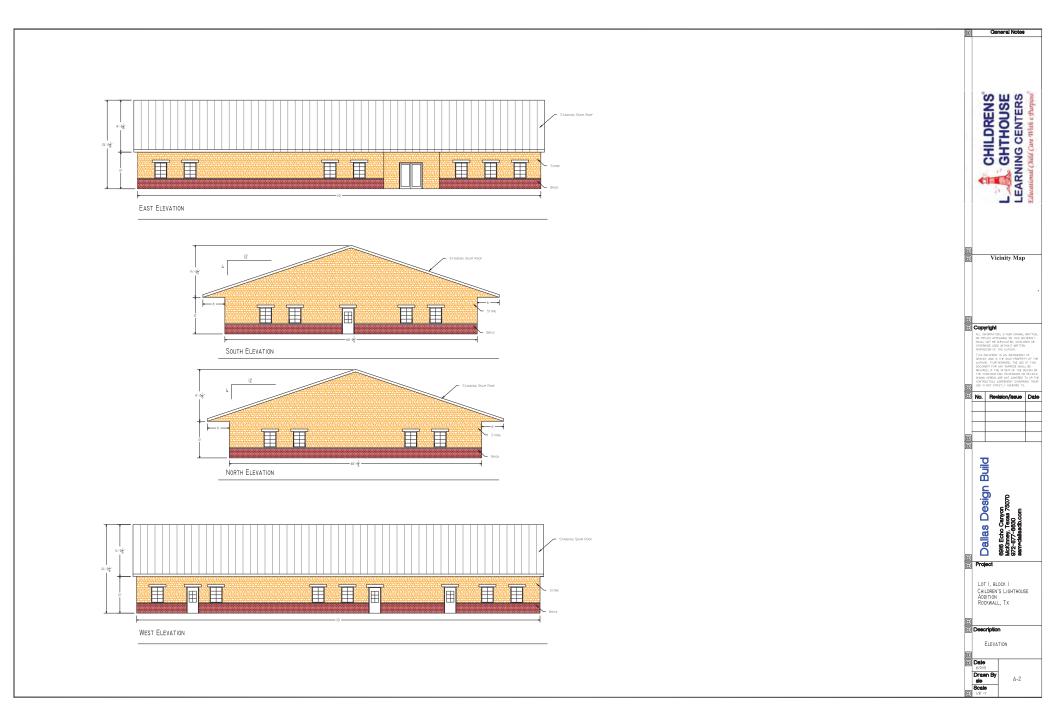
SAMUEL KING SURVEY, ABSTRACT NO. 131 CITY OF ROCKWALL ROCKWALL COUNTY, TEXAS

NOVUS REALTY ADVISORS 16600 DALLAS PARKWAY, SUITE 200 DALLAS, TEXAS 75248 (214) 238-8021









### CITY OF ROCKWALL

ORDINANCE NO.	<u> 15-</u>
OUD NO	

<b>SUP</b>	NO.	

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR A "DAYCARE FACILITY" WITHIN AN AGRICULTURAL (AG) DISTRICT, BEING A 2.00-ACRE PARCEL OF LAND IDENTIFIED AS LOT 1 OF THE DEWOODY ADDITION, AND LOCATED AT 3011 NORTH GOLIAD STREET, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; 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, a request has been made by Sam Ellis on behalf of the owner, the George Dewoody Estate for the approval of a Specific Use Permit (SUP) allowing for a "Daycare Facility" within an Agricultural (AG) District, being a 2.00-acre parcel of land identified as Lot 1 of the Dewood Addition, and located at 3011 North Goliad Street, City of Rockwall, Rockwall County, Texas, and more specifically described in Exhibit "A" 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 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 of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit for a "*Daycare Facility*" within the Agricultural (AG) District for the *Subject Property*; and

**Section 2.** That the Specific Use Permit shall be subject to the requirements as set forth in *Article V, Section 2.1, Agricultural (AG) District* of the City of Rockwall Unified Development Code (Ord. No. 04-38) as heretofore amended, as amended herein by granting of this zoning change, and as may be amended in the future, and shall be subject to the additional following conditions:

### 2.1 Operational Conditions

The following conditions pertain to the operation of a *Daycare Facility* on the *Subject Property* and conformance to these stipulations is required for continued operations:

- 1) That adherence to Engineering and Fire Department standards shall be required, and
- 2) That future site plan submittal and approval shall be required, including Architectural Review and adherence to all standards specified in the North SH 205 Corridor Overlay district and other applicable sections of the Unified Development Code (UDC), and
- 3) That the proposed conceptual site plan shall be used only for the purpose of establishing a general layout of the daycare facility as depicted in Exhibit 'B' of this ordinance, and
- 4) That the use for a daycare facility as requested shall be allowed on the 1.940-acre tract of land, and
- 5) That submittal and approval of engineering plans, and final plat shall be required prior to issuance of a Certificate of Occupancy.
- **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, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code No. 04-38 of the City of Rockwall, Texas, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable.
- **Section 7.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides.

PASSED AND APPROVED BY THE TEXAS, this day of, 2015.	CITY COUNCIL OF THE CITY OF ROCKWALL,
	Jim Pruitt, <i>Mayor</i>
ATTEST:	
Kristy Ashberry, City Secretary	

## **APPROVED AS TO FORM:**

Frank Garza, City Attorney

1st Reading:

2nd Reading: \_\_\_\_\_

#### Exhibit 'A' - Legal Description

#### FIELD NOTE DESCRIPTION

BEING a 1.940 acres tract of land situated in the Samuel King Survey, Abstract No. 131, Rockwall County, Texas and being all of Lot One of De Woody Addition an addition to the City of Rockwall according to the plat recorded in Cabinet A, Slide 387 of the Plat Records Rockwall County, Texas (PRRCT) and being more particularly described as follows:

Beginning at a point for corner in the west right of way line of State Highway No. 205 (North Goliad Street a 100 feet wide right of way from which a ½ inch iron rod found bears, NORTH 42°24'55" EAST a distance of 0.35 feet;

THENCE along the west line of said State Highway No. 205 (North Goliad Street), SOUTH 13°15'00" East a distance of 223.20 feet to a point for corner from which a 5/8 inch iron rod found bears SOUTH 89°15'07" EAST a distance of 1.65 feet and being in the north line of Lot 1, Block D of North Lakeshore Valley an addition to the City of Rockwall according to the plat recorded in Cabinet G, Slide 247 (PRRCT);

THENCE along the common line of said Lot One and Lot 1, Block D, SOUTH 73°33'02" West a distance of 356.45 feet to a point for corner from which a ½ inch iron rod bears SOUTH 42°24'55" WEST a distance of 0.35 feet and being in the east right of way line of Quail Run Road a variable width right of way;

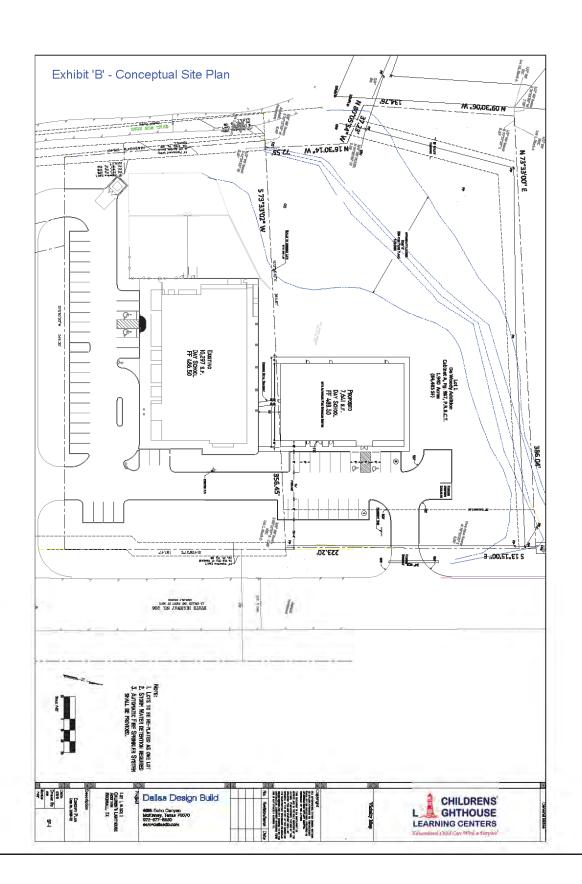
THENCE along the east line of said Quail Run Road, NORTH 16°30'14" WEST a distance of 72.55 feet to a point from which a 5/8 inch iron rod found bears NORTH 66°36'45" WEST a distance of 3.28 feet and being in the north line of said Quail Run Road;

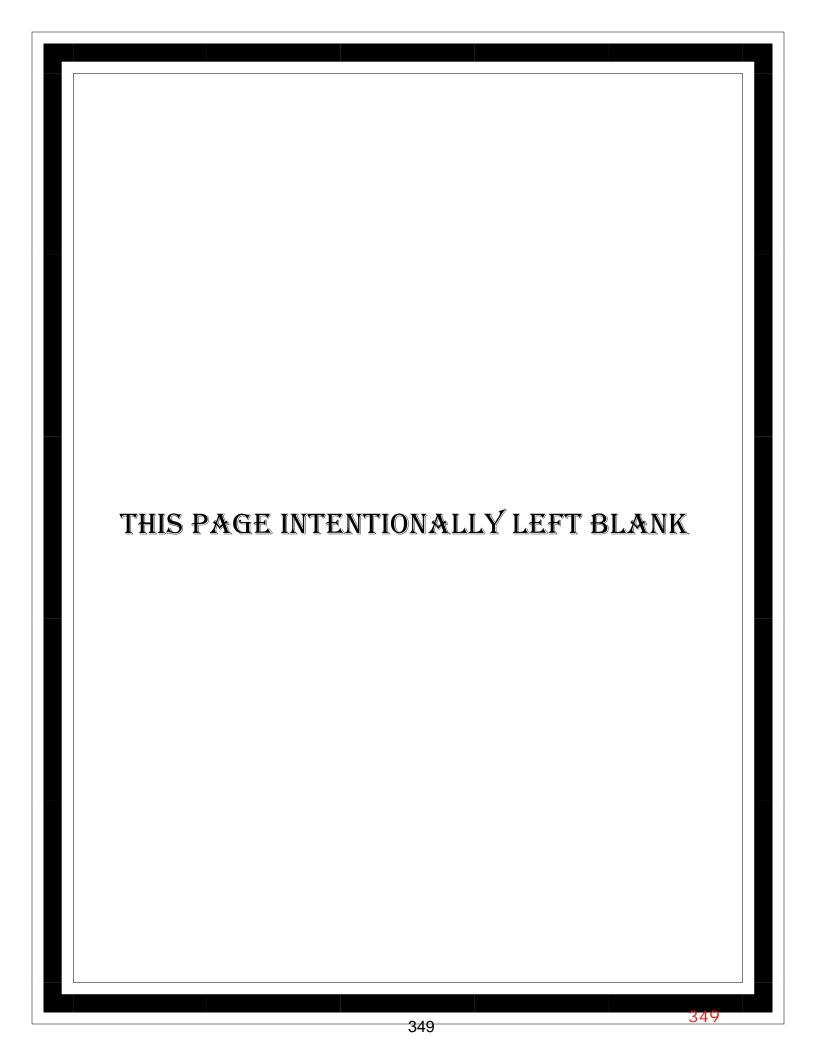
THENCE along the north line of said Quail Run Road, NORTH 80°05'54" WEST a distance of 37.23 feet to a 5/8 inch iron rod set for corner;

THENCE along the west line of said Lot One, NORTH 09°30′06" WEST a distance of 134.76 feet to a point for corner from which a ½ inch iron rod found bears SOUTH 76°22′22" WEST a distance of 7.69 feet and another ½ inch iron rod found bears NORTH 77°57′23′ EAST a distance of 8.33 feet;

THENCE along the north line of said Lot One, NORTH 73°33'00" EAST a distance of 386.04 feet to the POINT OF BEGINNING;

CONTAINING 1.940 acres or 84,484.79 square feet of land more or less all according to that certain survey prepared by A. J. Bedford Group Inc.





**TO:** Mayor and City Council

**CC:** Rick Crowley, *City Manager* 

Robert LaCroix, Director of Planning and Zoning

FROM: Ryan Miller, *Planning Manager* 

**DATE:** July 20, 2015

SUBJECT: Z2015-022; Amendment to Article IV and Article V of the UDC

On June 15, 2015, the City Council directed staff to initiate text amendments to Article IV, *Permissible Uses*, and Article V, *District Development Standards*, of the Unified Development Code (UDC). Specifically, the amendments address the following issues:

- 1) Sec. 1.1 & 2.1.6, Art. IV, UDC. In response to an appointment with Chris Johnson, the City Council has directed staff to draft an amendment to the UDC allowing the operation of a Portable Beverage or Food Service Facility. Mr. Johnson has indicated that he would like to operate a trailer that offers food and beverages at 803 N. Goliad Street. Currently, the UDC does not allow the sale of food in association with a Portable Beverage Service Facility, which is only allowed by a Specific Use Permit within the Downtown (DT), General Retail (GR), Commercial (C), Heavy Commercial (HC) and Light Industrial (LI) Districts. In addition, the use is permitted by-right in the Heavy Industrial (HI) District. The proposed amendment would expand the current use to allow the sale of food and allow the use in a Residential Office (RO) District by Specific Use Permit (see Exhibit 'A').
- 2) Sec. 6, Art. V, UDC. At the direction of the City Council, the Planning and Zoning Commission reviewed the City's current stone requirements as stipulated by the Architectural Standards section of the overlay district requirements, and forwarded on a recommendation to the City Council. The City Council reviewed the amendment and directed staff to prepare the ordinance in conformance to the Planning and Zoning Commission's recommendation. The proposed amendment would allow the Planning and Zoning Commission to approve the use of cultured stone within the City's overlay districts (see Exhibit 'B').

In accordance, with Section 4.2 of Article XI, *Zoning Related Applications*, of the UDC staff took the proposed amendments forward to the Planning and Zoning Commission for a recommendation to City Council; and, on July 14, 2015 the Planning and Zoning Commission voted 7-0 to recommend approval of the proposed amendment. Attached to this case memo is a copy of the draft ordinance containing the proposed changes/amendments to the UDC. The schedule for this text amendment is as follows:

#### Planning and Zoning Commission:

Work Session: June 30, 2015 Public Hearing: July 14, 2015

City Council:

Public Hearing: July 20, 2015 2<sup>nd</sup> Reading: August 3, 2015

# Article IV, Permissible Uses, of the Unified Development Code

Article IV, Permissible Uses, of the Unified Development Code

Section 1. Land Use Schedule

Section 1.1. Use of Land and Buildings

				Residential						Permitted Uses	Mixed Use				mmerc		Industrial		
AG	SF-E	SF-1	SF-16	SF-10	SF-8.4	SF-7	ZL-5	2-F	MF-14		DT	R-O	N-S	GR	С	HC	RT	LI	HI
										Antique/collectible store	S		S	Р	Р	Р			
										Astrologer, hypnotist, or psychic art and science	S	Р	Р	Р	Р	Р			
										Banquet facility	S			Р	Р	Р			
										Beverage and Food Service Facility, Portable +	S	S		S	S	S		S	Р
										Business school	Р			Р	Р	Р	Р	Р	
										Catering service	Α		S	Р	Р	Р	S	Р	
										Christmas tree sales lot and similar uses, temporary +	S		S	Р	Р	Р	S	Р	Р
										Copy center	Р		Р	Р	Р	Р	Р	Р	Р
										Display, incidental +	Р		Р	Р	Р	Р		Р	
										Garden supply/plant nursery			S	Р	Р	Р		Р	
										General personal service	Р		Р	Р	Р	Р		S	
										General retail store	Р	S	Р	Р	Р	Р		S	S
										Hair salon, manicurist	Р	S	Р	Р	Р	Р		S	
										Laundry, dropoff/pickup	Р		Р	Р	Р	Р		Р	Р
										Laundry, self-service	Р		Р	Р	Р	Р		Р	Р
										Massage therapist	Р	Р	Р	Р	Р	Р			
										Museum or art gallery (private)	Р	Р	S	Р	Р		Р	Р	
										Night club, discoteque, or dance hall	S			S	Р	Р		S	S
										Pawn shop					S	S		Р	Р
										Pet shop			Р	Р	Р	Р			

Z2015-022: Amendments to Art. IV & V of the UDC Ordinance No. 15-XX;

City of Rockwall, Texas

Article IV, Permissible Uses, of the Unified Development Code

Article IV, Permissible Uses, of the Unified Development Code

Section 2. Use Standards

Section 1.6. Retail and Personal Service Use Conditions

Beverage **or food** service facility, portable. A portable beverage **or food** service facility is an establishment that sells beverages **or food** from a structure **or trailer** that can be moved from place to place but that stays at one location during a normal business day; **food sales are prohibited in these facilities**. A portable beverage **or food** facility shall meet the following minimum conditions:

- 1. The service shall be limited to snow cone stands and beverage or food stands serving nonalcoholic beverages such as coffee, juices or sodas and prepared food products.
- The maximum time limit of such temporary use shall not exceed 150 days annually or a time limit otherwise approved by the City Council. At the end of the 150-day period, the structure shall be removed from the property.
- 3. Any temporary power poles will be removed on the date of or immediately following the termination date of the permit.
- 4. No additional freestanding signage shall be permitted.
- 5. The temporary portable structure or trailer shall meet all health and electrical codes off the city.
- 6. Any such temporary facility shall not reduce the number of required parking spaces of any nearby building or use.
- 7. Any such temporary facility shall have permanent restrooms for employees available within 300 feet of the door of the portable beverage facility. Written permission from the permanent building owner for restroom use must be submitted to the building official; no portable restroom facility is allowed.
- 8. Any such temporary facility shall be located on an all-weather (asphalt or concrete) parking surface with adequate space for parking and circulation, unless variance has been approved.

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts
Section 6.6. IH-30 Overlay (IH-30 OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - ☑ That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.7. SH-205 Overlay (SH-205 OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - ☑ That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - ☑ That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.8. Scenic Overlay (SOV) District

#### D. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.9. SH-66 Overlay (SH-66 OV) District

#### D. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - ☑ That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.10. 205 By-Pass Corridor Overlay (205 BY-OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - ☑ That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.11. North SH-205 Corridor Overlay (N-SH 205 OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - ☑ That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.12. East SH-66 Corridor Overlay (E-SH 66 OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - ☑ That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - ☑ That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.13. FM-549 Corridor Overlay (FM-549 OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
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    - ☑ That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - ☑ That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.14. SH-276 Corridor Overlay (SH-276 OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - ☑ That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

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#### **CITY OF ROCKWALL**

#### ORDINANCE NO. 15-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING SECTIONS 1.1 & 2.1.6 OF ARTICLE IV, PERMISSIBLE USES, AND SECTION 6 OF ARTICLE V, DISTRICT DEVELOPMENT STANDARDS; 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, an amendment to the City of Rockwall's Unified Development Code [Ordinance No. 04-38] has been initiated by the City Council of the City of Rockwall to amend Section 1.1, Use of Land and Buildings, and Section 2.1.6, Recreation, Entertainment and Amusement Use Conditions, of Article IV, Permissible Uses, and Section 6, Overlay Districts, of Article V, District Development Standards, of the Unified Development Code [Ordinance No. 04-38] for the purposes of creating standards for cultured stone and adding standards for a Portable Beverage or Food Facility; and,

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the city's corporate boundaries, and the governing body in the exercise of its legislative discretion, has concluded that the Unified Development Code [Ordinance No. 04-38] should be amended as follows:

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

- **Section 1.** That Section 1.1, *Use of Land and Buildings*, and Section 2.1.6, *Recreation, Entertainment and Amusement Use Conditions*, of Article IV, *Permissible Uses*, of the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibits 'A'* of this ordinance;
- **Section 2.** That Section 6, *Overlay Districts*, of Article V, *District Development Standards*, of the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibits 'B'* of this ordinance;
- **Section 3.** That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *Two Thousand Dollars* (\$2,000.00) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense;
- **Section 4.** That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code, and the City Council declares that it would have adopted the valid portions and

applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE  $3^{\rm RD}$  DAY OF AUGUST, 2015.

ATTEST:	Jim Pruitt, <i>Mayor</i>
Kristy Ashberry, City Secretary	
APPROVED AS TO FORM:	
Frank J. Garza, <i>City Attorney</i> 1 <sup>st</sup> Reading: <u>July 20, 2015</u>	

August 3, 2015

2<sup>nd</sup> Reading:

## Article IV, Permissible Uses, of the Unified Development Code

Article IV, Permissible Uses, of the Unified Development Code

Section 1. Land Use Schedule

Section 1.1. Use of Land and Buildings

				Resid						Permitted Uses		ixed U			mmerc			ndustria	
AG	SF- E	SF-1	SF-16	SF-10	SF-8.4	SF-7	ZL-5	2-F	MF-14		DT	R-O	N-S	GR	С	HC	RT	LI	HI
								///		Antique/collectible store	S		S	Р	Р	Р	,		
										Astrologer, hypnotist, or psychic art and science	s	Р	Р	Р	Р	Р			
										Banquet facility	S			Р	Р	Р			
										Beverage and/or Food Service Facility, Portable +	S	S		s	S	S		S	Р
										Business school	Р			Р	Р	Р	Р	Р	
										Catering service	Α		S	Р	Р	Р	S	Р	
								)		Christmas tree sales lot and similar uses, temporary +	S		S	Р	Р	Р	S	Р	Р
										Copy center	Р		Р	Р	Р	Р	Р	Р	Р
					1					Display, incidental +	Р		Р	Р	Р	Р		Р	
										Garden supply/plant nursery			S	Р	Р	Р		Р	
										General personal service	Р		Р	Р	Р	Р		S	
										General retail store	Р	S	Р	Р	Р	Р		S	S
										Hair salon, manicurist	Р	s	Р	Р	Р	Р		S	
										Laundry, dropoff/pickup	Р		Р	Р	Р	Р		Р	Р
										Laundry, self-service	Р		Р	Р	Р	Р		Р	Р
										Massage therapist	Р	Р	Р	Р	Р	Р			
								6	1/7	Museum or art gallery (private)	Р	Р	S	Р	Р		Р	Р	
										Night club, discoteque, or dance hall	S			S	Р	Р		S	S
										Pawn shop					S	S		Р	Р
										Pet shop			Р	Р	Р	Р			

Z2015-022: Amendments to Art. IV & V of the UDC Page 3 Ordinance No. 15-XX;

City of Rockwall, Texas

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Article IV, Permissible Uses, of the Unified Development Code

Article IV, Permissible Uses, of the Unified Development Code

Section 2. Use Standards

Section 1.6. Retail and Personal Service Use Conditions

Beverage and/or food service facility, portable. A portable beverage and/or food service facility is an establishment that sells beverages and/or food from a structure or trailer that can be moved from place to place but that stays at one location during a normal business day; food sales are prohibited in these facilities. A portable beverage and/or food facility shall meet the following minimum conditions:

- The service shall be limited to snow cone stands, and beverage and/or food stands serving nonalcoholic beverages such as coffee, juices or sodas and/or prepared food products.
- The maximum time limit of such temporary use shall not exceed 150 days annually or a time limit otherwise approved by the City Council. At the end of the time period 150-day period, the structure shall be removed from the property.
- 3. Any temporary power poles will be removed on the date of or immediately following the termination date of the permit.
- 4. No additional freestanding signage shall be permitted.
- 5. The temporary portable structure or trailer shall meet all health and electrical codes off the city.
- 6. Any such temporary facility shall not reduce the number of required parking spaces of any nearby building or use.
- 7. Any such temporary facility shall have permanent restrooms for employees available within 300 feet of the door of the portable **beverage** facility. Written permission from the permanent building owner for restroom use must be submitted to the building official; no portable restroom facility is allowed.
- 8. Any such temporary facility shall be located on an all-weather (asphalt or concrete) parking surface with adequate space for parking and circulation, unless variance alternatively approved by the City Council. has been approved.

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.6. IH-30 Overlay (IH-30 OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - ☑ That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - ☑ That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Z2015-022: Amendments to Art. IV & V of the UDC Ordinance No. 15-XX:

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.7. SH-205 Overlay (SH-205 OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - ☑ That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Z2015-022: Amendments to Art. IV & V of the UDC Ordinance No. 15-XX:

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.8. Scenic Overlay (SOV) District

#### D. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - ☑ That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Z2015-022: Amendments to Art. IV & V of the UDC Ordinance No. 15-XX:

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.9. SH-66 Overlay (SH-66 OV) District

#### D. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - ☑ That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Z2015-022: Amendments to Art. IV & V of the UDC Ordinance No. 15-XX:

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.10. 205 By-Pass Corridor Overlay (205 BY-OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - ☑ That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Z2015-022: Amendments to Art. IV & V of the UDC Ordinance No. 15-XX:

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.11. North SH-205 Corridor Overlay (N-SH 205 OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - ☑ That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Z2015-022: Amendments to Art. IV & V of the UDC Ordinance No. 15-XX:

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.12. East SH-66 Corridor Overlay (E-SH 66 OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - ☑ That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - ☑ That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Z2015-022: Amendments to Art. IV & V of the UDC Ordinance No. 15-XX:

Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.13. FM-549 Corridor Overlay (FM-549 OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - ☑ That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - ☑ That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Z2015-022: Amendments to Art. IV & V of the UDC Ordinance No. 15-XX:

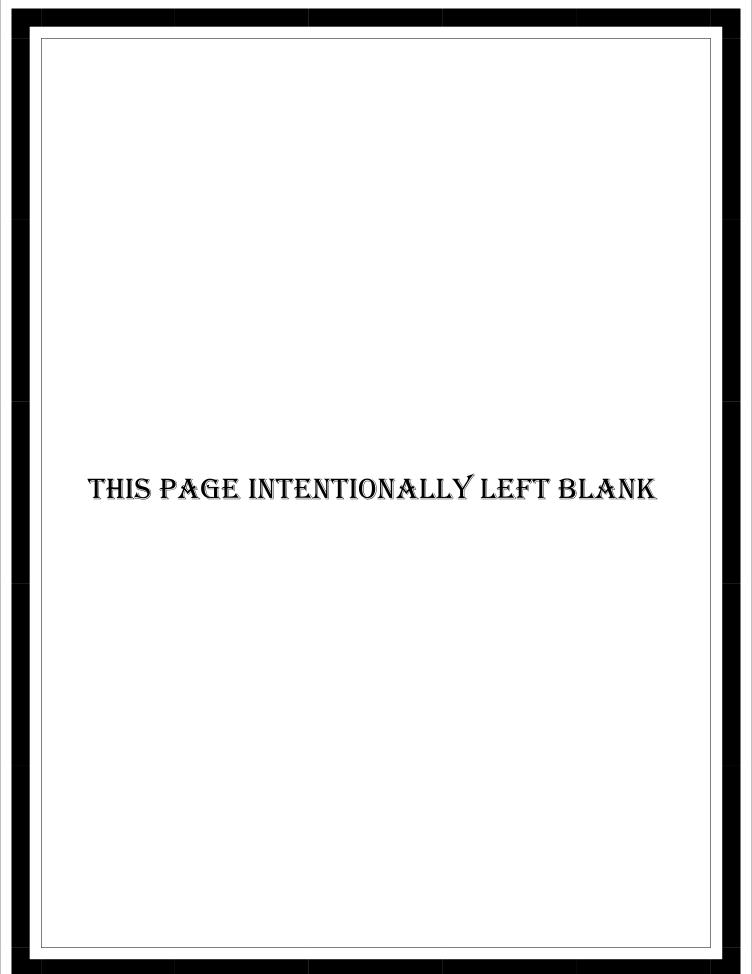
Article V, District Development Standards, of the Unified Development Code

Article V, District Development Standards, of the Unified Development Code Section 6. Overlay Districts Section 6.14. SH-276 Corridor Overlay (SH-276 OV) District

#### C. Architectural standards.

- Masonry requirements. Each exterior wall shall consist of 90 percent masonry materials, excluding doors and windows, as defined in article XII, Definitions, excluding cast stone and cultured stone, on walls which are visible from a public street or open space, including a minimum of 20 percent natural or quarried stone.
  - a. Primary exterior materials shall include natural or quarried stone, brick, glass block or glass, tile, cast metal and custom concrete masonry units. The use of other cementaceous products (e.g. stucco, Hardy Plank, or other similar materials approved by the building official) shall be limited to 50 percent of the building's exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first four feet above grade on a facade visible from a street or public area. Each elevation's masonry requirement shall incorporate accent bricks or stones. As the term is used, an "accent brick or stone" is one that provides a contrast by color, shape, size, and/or texture to the field of primary bricks or stones in an elevation. Additionally, the Planning and Zoning Commission may consider the use of high quality manufactured or cultured stone if the following standards of manufacturing and warranty apply to the product;
    - ☑ That the manufacturing molds should be made from actual stones and each piece should complement each other having the right shape, texture, size and detail of natural stone;
    - That the overtones of color should be integrated into the stone during the molding process, while the base color of the stone is blended entirely throughout;
    - That highly skilled artisans should be utilized to hand paint each piece in order to give each stone depth and variation of color;
    - ☐ That the use of the highest quality synthetic mineral oxides should be used to infuse the surface with rich, authentic tones; and
    - ☑ That the manufactured stone product shall have a minimum warranty of 75 years.
  - b. Secondary materials used on the facade of a building are those that comprise less than ten percent of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, EIFS, cast stone, cultured stone or other materials as approved by the director of planning or his designee.

Z2015-022: Amendments to Art. IV & V of the UDC Ordinance No. 15-XX:





**TO:** Mayor and City Council

**CC:** Rick Crowley, *City Manager* 

Robert LaCroix, Director of Planning and Zoning

FROM: Ryan Miller, Planning Manager

**DATE:** July 20, 2015

**SUBJECT:** Z2015-016; Discovery Lakes (LI to PD)

The applicant, Craig Carney of Carney Engineering, PLLC, has requested that the City Council postpone the public hearing for *Case No. Z2015-016* to the August 3, 2015 City Council meeting. According to Section 6.2, *Public Hearing Postponements, Recess, and Continuations*, of the Article II, *Authority and Administrative Procedures*, of the Unified Development Code, a public hearing may be postponed by announcing the postponement at the public hearing and indicating the time and place the new hearing is scheduled to begin. The announcement of a postponement shall be sufficient notice and no additional notice shall be required.

#### Miller, Ryan

From: T. Craig Carney <tccarney@verizon.net>
Sent: Wednesday, July 15, 2015 8:55 AM
To: Miller, Ryan

OTA ON MONOTON MARKET BY THE PROPERTY OF THE PROPERTY OF

Cc: 'STACY MCVEY'; 'Kenny Huff'
Subject: Discovery Lakes Council Meeting

Ryan

We intend to appeal to the City Council the P&Z decision regarding our Discovery Lakes project. The principals will be out of town on the next regularly scheduled Council meeting date of July 20<sup>th</sup>. We request you place our item on the August 3<sup>rd</sup> Council agenda.

If you need anything from us for that meeting, please let us know.

Thanks.

Craig

T. Craig Carney, P.E.

CARNEY ENGINEERING, PLLC TBPE Firm No. F-5033

469-443-0861 (office) 469-855-8991 (cell)

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## CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 07/20/2015

**APPLICANT:** Stacy McVey, Double Eagle Properties

AGENDA ITEM: Z2015-016; Discovery Lakes (LI to PD)

#### **SUMMARY:**

Hold a public hearing to discuss and consider a request by Stacy McVey of Double Eagle Properties on behalf of the owner 308 ON 276 LP for the approval of a zoning change from an Light Industrial (LI) District to a Planned Development District for Single Family 10 (SF-10) and General Retail (GR) District land uses, on a 316.315-acre tract of land identified as Tract 1 of the M. E. Hawkins Survey, Abstract No. 100, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, located at the northeast corner of the intersection of Rochelle Road and SH-276, and take any action necessary.

#### **PURPOSE:**

On June 2, 2015, the applicant submitted an application requesting to rezone a 316.315-acre tract of land from a Light Industrial (LI) District to a Planned Development District for a single-family, residential subdivision and commercial/retail development. The proposed single family, residential subdivision will consist of 507 single-family homes, a 55.2-acre public park and an amenities center. The proposed nine (9) acres of commercial/retail land will be located at the northeast corner of Rochell Road and SH-276. The subject property, which was annexed into the City on June 15, 1998 by *Ordinance No. 98-20*, is currently vacant.

#### **ADJACENT LAND USES AND ACCESS:**

The land uses adjacent to the subject property are as follows:

**North:** Directly north of the subject property is the City's corporate boundaries followed by a vacant tract of land situated within the City of Fate's Extraterritorial Jurisdiction (ETJ).

**South:** Directly south of the subject property is SH-276, which is designated as a TxDOT 6D (*state highway*, *six* [6] lane, *divided roadway*). Beyond this state roadway is a 197.76-acre vacant tract of land zoned Planned Development District 66 (PD-66) for Single Family 16 (SF-16) District land uses.

**East:** Directly east of the subject property is an 85.479-acre vacant tract of land zoned Light Industrial (LI) District. Beyond this is a 212.25-acre vacant tract of land zoned Agricultural (AG) District.

**West:** Directly west of the subject property is Rochell Road, which is designated as a M4D (*minor arterial, four [4] lane, divided roadway*). Beyond this thoroughfare are a 60.30-acre tract of vacant land and a 57.46-acre tract of vacant land. Both properties are zoned Light Industrial (LI) District.

#### CHARACTERISTICS OF THE REQUEST:

Along with the application, the applicant has submitted a concept plan and development standards for the proposed residential subdivision and commercial/retail tract of land.

#### Commercial/Retail

The nine (9) acre commercial/retail tract of land will be subject to the General Retail (GR) District development standards and land uses contained within the Unified Development Code (UDC); however, the applicant has requested that the following uses be permitted by-right: 1) Hotel, Hotel (Full Service) or Motel (with a maximum of four [4] stories) [limited to one (1) hotel/motel], 2) Restaurant (with Drive-Through or Drive-In) [limited to three (3) restaurants], and 3) Retail Store (with more than two [2] gasoline dispensers). Typically, these uses require a Specific Use Permit within the General Retail (GR) District. Per the requirements of the PD Ordinance, any development within the area designated as commercial/retail will require a PD Development Plan, which is a discretionary approval process for the City Council. Additionally, the applicant has agreed to prohibit some of the land uses that are permitted within the General Retail (GR) District, but are not compatible with the proposed adjacent residential subdivision.

#### Single-Family, Residential Subdivision

The proposed residential subdivision will consist of 121, 80' x 120' lots; 127, 70' x 110' lots; and 259, 60' x 110' lots, which equals an average lot size of ~7,600 SF. The proposed gross residential density is limited to less than 1.70 units/acre by the PD Ordinance (~1.65 units/acre is depicted on the concept plan). The subdivision will also incorporate 30.9-acres of open space, a 55.2-acre public park that will serve Park District No. 31, and 65.2-acres of additional floodplain. The total open space provided will be 96.6-acres (~31.5%) [floodplain counted at ½:1]. Additionally, the development will include two (2) Soil Conservation Service (SCS) ponds (one [1] of which will be in the public park), which will be used as an additional amenity to the development. One (1) amenities center will be provided to service the 507-lot subdivision. A summary of the proposed development standards is as follows:

L	.ot Type ▶	A	В	С
Minimum Lot Width/Frontage		80'	70'	60'
Minimum Lot Depth		120'	110'	110'
Minimum Lot Area		9,600 SF	7,700 SF	6,600 SF
Minimum Front Yard Setback		20'	20'	20'
Minimum Side Yard Setback		6'	5'	5'
Minimum Side Yard Setback (Adjacent to a Street	<i>t)</i>	15'	15'	15'
Minimum Length of Driveway Pavement		20'	20'	20'
Maximum Height		36'	36'	36'
Minimum Rear Yard Setback		15'	10'	10'
Minimum Area/Dwelling Unit (SF) [Air Conditioned	d Space]	2,800 SF	2,250 SF	2,000 SF
Garage Orientation		J-Swing or Front Entry	J-Swing or Front Entry	J-Swing or Front Entry
Maximum Number of Front Entry Garages		48	42	173
Maximum Lot Coverage		65%	65%	65%

#### General Notes:

#### Waivers to Code Requirements

It should be noted that the development standards contained within the PD Ordinance deviate from the requirements of the UDC and the Engineering Department's *Standards of Design and Construction* Manual in the following ways:

1) According to Section 4, *Residential Parking*, of Article VI, *Parking and Loading*, of the UDC, "(i)n single-family or duplex districts, parking garages must be located at least 20-feet behind the front building façade for front entry garages, unless it is a *J-Swing* garage where the garage door is perpendicular to the street." The applicant has requested that front entry garages be permitted

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<sup>1)</sup> A ten (10) foot encroachment to the front building setback will be permitted for architectural elements like sunrooms, front porches, stoops, bay windows, etc.

<sup>2)</sup> All J-Swing or Traditional Swing Garages will require a minimum lot width of 65-feet.

to be located 20-feet from the front property line. This would create a minimum of a five (5) foot off-set between the front façade of the primary structure and the garage; however, the applicant has also included the option to allow a ten (10) foot encroachment to the front building façade for architectural elements (e.g. front porches, sunrooms, etc.), which if utilized would increase the off-set to 15-feet. As a compensatory measure, the applicant has agreed to limit the number of front entry garages allowed for each product type as follows: 1) Type A would require 60% J-Swing Drives/40% Front Entry Drives, 2) Type B would require 67% J-Swing Drives/33% Front Entry Drives, and 3) Type C would require 33% J-Swing Drives/67% Front Entry Drives.

2) According to the Engineering Department's Standards of Design and Construction Manual, "(t)he City Council may waive the residential alley requirement upon determination by the Council, if it is in the best interest of the City." Currently, the applicant is requesting to allow J-Swing and/or Front Entry garages in lieu of alleys. This requirement has been waived for other subdivisions throughout the City.

#### CONFORMANCE WITH THE COMPREHENSIVE PLAN:

In reviewing the original concept plan for conformance to the policies and guidelines of the Comprehensive Plan, staff recommended that the applicant incorporate the following recommendations to ensure conformance to the policies and guidelines established by *Resolution 07-03*:

- 1) Single-family lots adjacent to open space should be front loaded for the purpose of maximizing the value of the adjacent single-family homes, preserving view corridors along the streetscapes, and to better optimize the use of open space within the development.
- 2) Increased street connectivity for safety and access can be achieved by removing unnecessary cul-de-sacs.
- 3) The applicant should consider incorporating a boulevard or other green space in the center of the development to provide a heightened sense of open space.

In response to these comments and the concerns raised by the Planning and Zoning Commission at their regularly scheduled meeting on June 30, 2015, the applicant has made the requested changes, which has resulted in a reduction of the number of lots from 560 to 507. This is a decrease in the total residential density from 1.82 units/acre to 1.65 units/acre. The new plan also includes a lot mix that is more even, and incorporates more of the larger *Type A* lots and less of the smaller *Type C* lots than the original plan. Additionally, the new concept plan indicates general conformance to the "housing tree" model (i.e. the largest lots and homes are located on the main entry or perimeter streets, and smaller lots and homes are located internal to the neighborhood), which is a requirement of *Resolution 07-03*. With the changes to the concept plan, the applicant has demonstrated congruence to the policies and guidelines established in *Resolution 07-03* and the Comprehensive Plan.

With this being said, the Future Land Use Map, contained within the Comprehensive Plan, designates the subject property as an *Employment Center*. According to the Comprehensive Plan, the purpose of this designation is to, "...provide a variety of workplaces, including limited light manufacturing uses, research and development activities, corporate facilities, offices, and institutions." The zoning change proposed by the applicant would require this designation to be amended to a *Low Density Residential* and *Commercial* designation. This has been added as a condition of approval for this case.

#### **NOTIFICATION:**

On June 5, 2015, staff mailed 19 notices to property owners and residents within 500-feet of the subject property. Staff also emailed a notice to the Timber Creek Homeowner's Associations

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(HOA's), which is the only HOA located within 1,500 feet of the subject property. Additionally, staff posted a sign at the corner of the intersection of Rochell Road and SH-276, and advertised the public hearings in the Rockwall Harold Banner as required by the UDC. At the time this case memo was drafted one (1) response in favor of the applicant's request was received by staff.

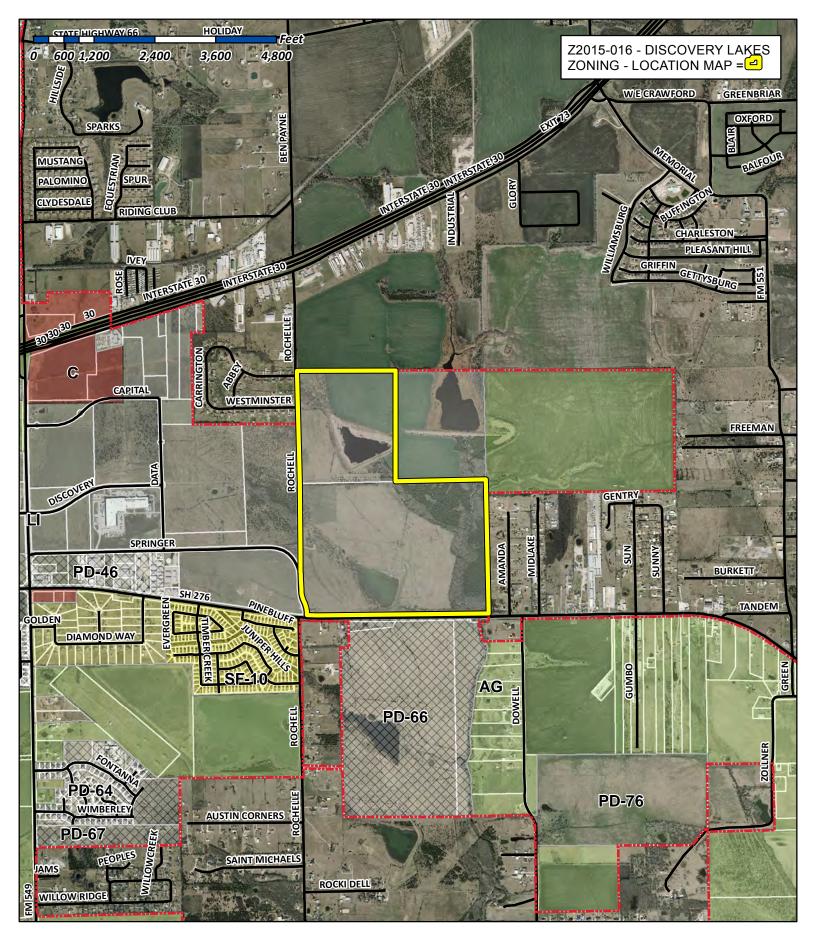
#### **RECOMMENDATIONS:**

If the Planning and Zoning Commission chooses to recommend approval of the applicant's request to rezone the subject property from a Light Industrial (LI) District to a Planned Development District, then staff would propose the following conditions of approval:

- 1) The applicant shall be responsible for maintaining compliance with the conditions contained within the *Planned Development District* ordinance;
- 2) By approving this zoning change, the City Council will effectively be approving changes to the Comprehensive Plan and Future Land Use Map. Specifically, this will change the designation of the subject property from an <u>Employment Center</u> designation to a <u>Low Density Residential</u> and <u>Commercial</u> designation; and,
- 3) 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 & ZONING COMMISSION:

On July 14, 2015, the Planning & Zoning Commission approved a motion to recommend denial of the zoning change by a vote of 5-2, with Commissioners Conley and Logan dissenting.





## City of Rockwall

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (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.

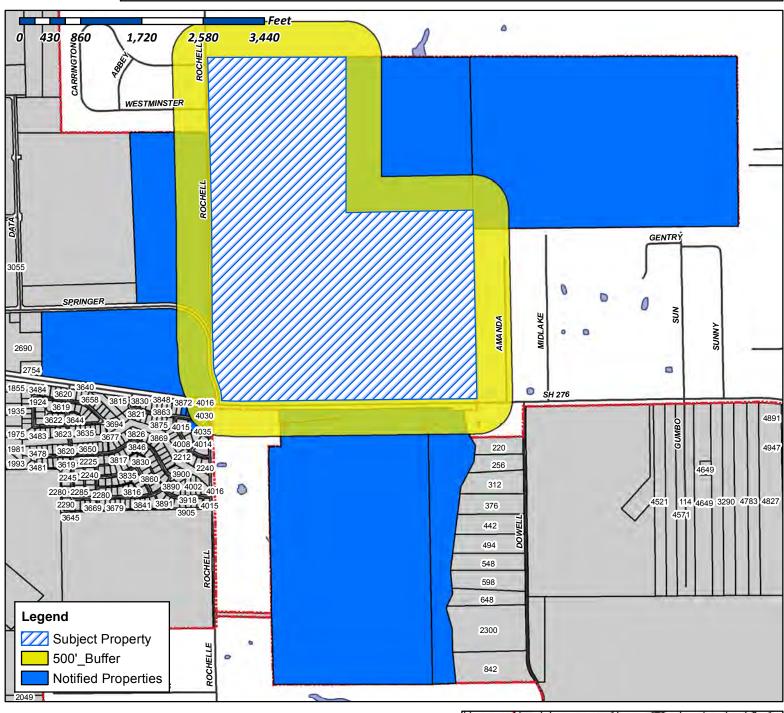




## City of Rockwall

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**Case Number: Z2015-016** 

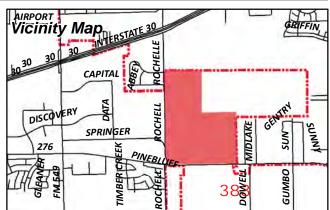
Case Name: Discovery Lakes

Case Type: Zoning Zoning: PD

Case Address: NE corner of SH 276 and Rochell Rd.

Date Created: 05/19/2015

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



PACIFIC PHOENIX TRUST OF 2013
WALTER E & LINDA H MOELLER TRUSTEES
1355 CORDE LOMA
WALNUT CREEK, CA 94598

SAMUEL VARUGHESE P & REMANI V 14 COLUMBIA CT LUFKIN, TX 75901 308 ON 276 LP 14785 PRESTON RD SUITE 690 DALLAS, TX 75254

308 ON 276 LP 14785 PRESTON RD SUITE 690 DALLAS, TX 75254 SOUTH ROCKWALL HOLDINGS LP 1601 ELM ST STE 3400 DALLAS, TX 75201 WILLIAMS BRENT C AND SUSAN RAE AND DUSTIN STUART WILLIAMS 1902 CLYDESDALE CT ROWLETT, TX 75088

ROCKWALL FUND I LLC 212 S PALM AVE FL 2 ALHAMBRA, CA 91801 CURRENT RESIDENT
WALTER E & LINDA H MOELLER TRUSTEES
3884 PINEBLUFF LN
ROCKWALL, TX 75032

WEAVER TIFFANY D 4010 PINEBLUFF LANE ROCKWALL, TX 75032

NWIGWE CHARLES & VANIECY 4015 PINEBLUFF LN ROCKWALL, TX 75032 FIELDS RUTH A 4016 PINEBLUFF LN ROCKWALL, TX 75032 CURRENT RESIDENT
C/O MICHAELSON CONNOR & BOUL INC
4022 PINEBLUFF LN SUITE 300
ROCKWALL, TX 75032

HENDERSON ERIC 4030 PINEBLUFF LN ROCKWALL, TX 75032 CURRENT RESIDENT
AND DUSTIN STUART WILLIAMS
4035 PINEBLUFF LN
ROCKWALL, TX 75032

THE SECRETARY OF HOUSING AND URBAN DEV.
ATTN: SF PROP DISP. BRANCH
C/O MICHAELSON CONNOR & BOUL INC
4400 WILL ROGERS PKWY SUITE 300
OKLAHOMA CITY, OK 73108

HIGHLANDS OF ROCKWALL LTD C/O JAMES M BROWN 6750 HILLCREST PLAZA DR STE 213 DALLAS, TX 75230 HIGHLANDS OF ROCKWALL LTD C/O JAMES M BROWN 6750 HILLCREST PLAZA DR STE 213 DALLAS, TX 75230

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HIGHLANDS OF ROCKWALL LTD C/O JAMES M BROWN 6750 HILLCREST PLAZA DR STE 213 DALLAS, TX 75230

NATIVE OAKS PROPERTIES INC ATTN ERIC CHUNG PO BOX 59489 DALLAS, TX 75229 To Whom It May Concern:

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

#### Case No. Z2015-016: Discovery Lakes PD

Hold a public hearing to discuss and consider a request by Stacey McVey of Double Eagle Properties on behalf of the owner 308 ON 276 LP for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District land uses, on a 308.52-acre tract of land identified as Tract 1 of the M. E. Hawkins Survey, Abstract No. 100, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, located at the northeast corner of the intersection of Rochelle Road and SH-276, 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**, **6/30/2015** at **6:00 p.m.**, and the City Council will hold a public hearing on **Monday**, **7/06/2015** at **6:00 p.m.** 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:

Ryan Miller 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 6/15/2015 to ensure they are included in the information provided to the City Council.

Sincerely,

Address:

#### Robert LaCroix, AICP

Director of Planning & Zoning

MORE INFORMATION ON THIS CASE CAN BE FOUND ON THE CITY'S WEBSITE: http://www.rockwall.com/planning/planningdevcases.asp

--- Please return the below form

Case No. Z2015-016: Discovery Lakes PD

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:

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

FLLA	SEREIORI INCOLLOR					
Case No. Z20	15-016: Discovery Lakes P	D				
Please place	a check mark on the appr	opriate line below				
am in fav	or of the request for the r	easons listed below	w.			
☐ I am oppo	sed to the request for the	reasons listed belo	ow.			
Name:	NATIVEOAK	s PROF	PERTIES.	MC	ERIC	CHUNG
Address:	P.O. BOX		DALLAS-			

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

Notice of Public Hearing • City of Rockwall • 385 South Goliad Street • Rockwall, TX 75087 • [P] (972) 771-7745• [F] (972) 771-7748

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## **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: Z2015-016** 

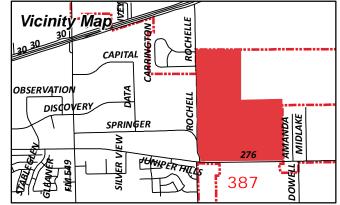
Case Name: Discovery Lakes

Case Type: Zoning Zoning: PD

Case Address: NE corner of SH 276 and Rochell Rd.

Date Created: 05/19/2015

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



#### Miller, Ryan

From: Morales, Laura

**Sent:** Friday, June 05, 2015 8:29 AM

To:

Subject: Neighborhood Notification Program: Notice of Zoning Request

#### To whom it may concern:

Per your participation in the Neighborhood Notification Program, you are receiving this notification to inform your organization and residents of a request for a zoning change that lies within 1,500 feet of the boundaries of your neighborhood or subdivision. As the primary contact for the organization, you are encouraged to share this information with the residents of your subdivision. Please find attached a map detailing the location of the subject property requesting the zoning change in relation to your subdivision boundaries. Additionally, below is a summary of the zoning request that will also be published in the Rockwall Herald Banner on <u>June 12th, 2015</u>. If you have any questions or comments regarding this request, the contact information for the Planning Department is listed below. Additional information can also be found at <a href="http://www.rockwall.com/planning/planningDevCases.asp">http://www.rockwall.com/planningDevCases.asp</a>.

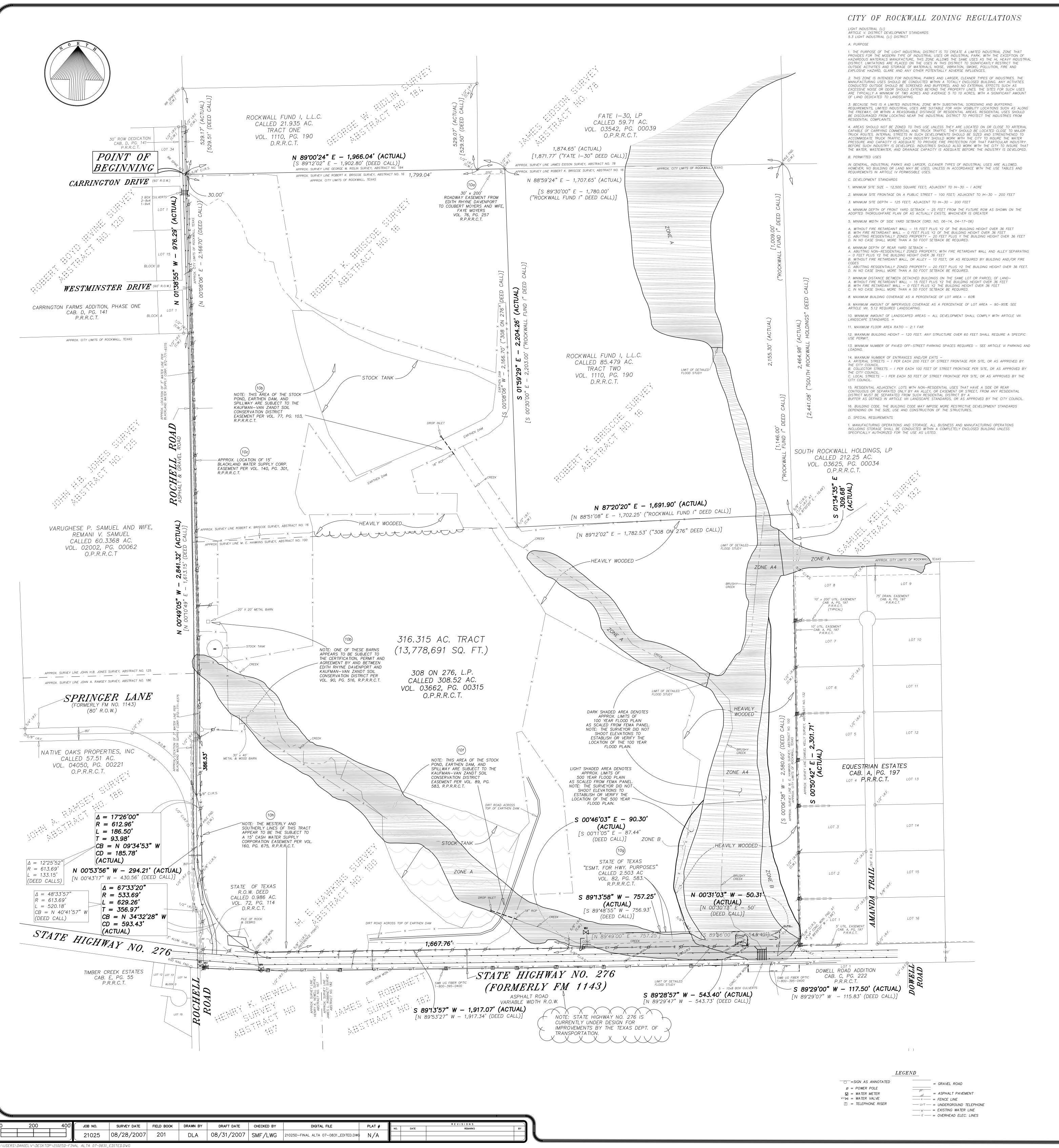
#### **Z2015-016: Discovery Lakes Subdivision**

Hold a public hearing to discuss and consider a request by Stacey McVey of Double Eagle Properties on behalf of the owner 308 ON 276 LP for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District land uses, on a 316.315-acre tract of land identified as Tract 1 of the M. E. Hawkins Survey, Abstract No. 100, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, located at the northeast corner of the intersection of Rochelle Road and SH-276, and take any action necessary.

Thank you,

#### Laura Morales

Planning & Zoning Coordinator
City of Rockwall Planning & Zoning Department
972-771-7745 | 972-772-6438
Lmorales@rockwall.com | http://www.rockwall.com



### LEGAL DESCRIPTION

Tract Two;

Field notes for a 316.315 acre (13,778,691 square foot) tract of land situated in the M. E. Hawkins Survey, Abstract No. 100, and the Robert K. Briscoe Survey, Abstract No. 16 in the City of Rockwall, Rockwall County, Texas, and being all of that certain called 308.52 acre tract of land described in a Special Warranty Deed to 308 on 276, L.P., as recorded in Volume 03662, Page 00315, of the Official Public Records of Rockwall County, Texas (0.P.R.R.C.T.), with said 316.315 acre (13,778,691 square feet) tract of land being more particularly described by metes and bounds as follows:

BEGINNING a railroad spike set in asphalt marking the northwest corner of said 308 on 276, L.P. tract and the common southwest corner of that certain called 21.935 acre tract of land described as Tract One in a Warranty Deed to Rockwall Fund I, L.L.C., as recorded in Volume 1110, Page 190, of the Deed Records of Rockwall County, Texas (D.R.R.C.T.), said point being in the approximate center of Rochell Road, a county road with an unspecified right—of—way (R.O.W.) width;

THENCE North 89 degrees 00 minutes 24 seconds East (South 89 degrees 12 minutes 02 seconds East — deed call), along the common northerly line of said 308 on 276, L.P. tract and the common southerly line of said Tract One, passing at a distance of 30.00 feet, a 5/8 inch iron rod set with a yellow plastic cap stamped "THE WALLACE GROUP" ("cap") for reference, continuing along said common line, passing at a distance of 1,799.04 feet, a 1/2 inch iron rod found marking the southeast corner of said Tract One, being common with the southwest corner of that certain called 59.71 acre tract of land described in a Special Warranty Deed to Fate I—30, L.P., as recorded in Volume 03542, Page 00039, O.P.R.R.C.T., continuing along the common northerly line of said 308 on 276, L.P. tract and the southerly line of said Fate I-30, L.P. tract, a total distance of 1,966.04 feet (1,902.80 feet — deed call) to a 1/2 inch iron rod found marking the common most northerly northeast corner of said 308 on 276, L.P. tract and the northwest corner of that certain called 85.479 acre tract of land described as Tract Two in the aforementioned Warranty Deed to Rockwall Fund I, L.L.C., as recorded in Volume 1110, Page 190, D.R.Ř.C.T.;

THENCE South 01 degrees 59 minutes 29 seconds East (South 00 degrees 08 minutes 06 seconds West — deed call), along the common easterly line of said 308 on 276, L.P. tract and the westerly line said Tract Two, a distance of 2,204.26 feet (2,166.70 feet — deed call) to a 1/2 inch iron rod found marking an ell corner of said 308 on 276, L.P. tract and the southwest corner of said

THENCE North 87 degrees 20 minutes 20 seconds East (North 89 degrees 12 minutes 02 seconds East — deed call), continuing along the common northerly line of said 308 on 276, L.P. tract and the southerly line said Tract Two, a distance of 1,691.90 feet (1,782.53 feet — deed call) to a 5/8 inch iron rod set with "cap" marking the common most easterly northeast corner of said 308 on 276, L.P. tract and the southeast corner of said Tract Two, from which a 1/2 inch iron rod found bears North 87 degrees 20 minutes 20 seconds East at 10.49 feet, said 5/8 inch iron rod set being on the west line of that certain

called 212.25 acre tract of land described in a Special Warranty Deed to South Rockwall Holdings, L.P., as recorded in Volume 03625, Page 00034, O.P.R.R.C.T.;

THENCE South 01 degrees 34 minutes 35 seconds East, along the common easterly line of said 308 on 276, L.P. tract and the westerly line said South Rockwall Holdings tract, a distance of 309.68 feet to a 5/8 inch iron rod set with "cap" marking the southwest corner of said South Rockwall Holdings tract, being common with the northwest corner of Lot 8, Equestrian Estates, according to the plat thereof recorded in Cabinet A, Page 197, of the Plat Records of Rockwall County, Texas (P.R.R.C.T.);

THENCE South 00 degrees 50 minutes 42 seconds East, along the common easterly line of said 308 on 276, L.P. tract and the westerly line said Equestrian Estates, a distance of 2,301.71 feet (South 00 degrees 06 minutes 38 seconds West, a distance of 2,580.60 feet — overall deed call) to a 5/8 inch iron rod set with "cap" marking the common southeast corner of said 308 on 276, L.P. tract and an ell corner of the north R.O.W. line of State Highway No. 276 (having a variable width R.O.W.);

THENCE South 89 degrees 29 minutes 00 seconds West (North 89 degrees 29 minutes 07 seconds West — deed call), along the common southerly line of said 308 on 276, L.P. tract and said north R.O.W. line of State Highway No. 276, passing at a distance of 1.66 feet a found TxDOT concrete monument, continuing along said common line for a total distance of 117.50 feet (115.83 feet — deed call) to a 5/8 inch iron rod set with "cap" marking the common ell corner of said 308 on 276, L.P. tract and the most easterly southeast corner of that certain called 2.503 acre tract of land described as an Easement for Highway Purposes to the State of Texas, recorded in Volume 82, Page 583of the Real Property Records of Rockwall County, Texas (R.P.R.R.C.T.);

THENCE North 00 degrees 31 minutes 03 seconds West (North 00 degrees 30 minutes 13 seconds East — deed call), along a common interior line of said 308 on 276, L.P. tract and the easterly line of said Easement for Highway Purposes tract, a distance of 50.31 feet (50 feet — deed call) to a 5/8 inch iron rod set with "cap" marking the common ell corner of said 308 on 276, L.P. tract and the northeast corner of said Easement for Highway Purposes tract;

THENCE South 89 degrees 28 minutes 57 seconds West (North 89 degrees 29 minutes 47 seconds West — deed call), along the common southerly line of said 308 on 276, L.P. tract and the northerly line of said Easement for Highway Purposes tract, a distance of 543.40 feet (543.73 feet — deed call) to a 5/8 inch iron rod set with "cap" for corner;

THENCE South 89 degrees 13 minutes 58 seconds West (South 89 degrees 48 minutes 55 seconds West — deed call), continuing along the common southerly line of said 308 on 276, L.P. tract and the northerly line of said Easement for Highway Purposes tract, a distance of 757.25 feet (756.93 feet — deed call) to a 5/8 inch iron rod found marking a common ell corner of said 308 on 276, L.P. tract and the northwest corner of said Easement for Highway Purposes tract;

THENCE South 00 degrees 46 minutes 03 seconds East (South 00 degrees 11 minutes 05 seconds East — deed call), along a common interior line of said 308 on 276, L.P. tract and the westerly line of said Easement for Highway Purposes tract, a distance of 90.30 feet (87.44 feet — deed call) to a 5/8 inch iron rod set with "cap" marking a common ell corner of said 308 on 276, L.P. tract and the southwest corner of said Easement for Highway Purposes tract, said point being on said north R.O.W. line of State Highway No. 276;

THENCE South 89 degrees 13 minutes 57 seconds West (North 89 degrees 53 minutes 27 seconds West — deed call), along the common southerly line of said 308 on 276, L.P. tract and said north R.O.W. line of State Highway No. 276, passing at a distance of 1,667.76 feet a 5/8 inch iron rod set with "cap" for reference, continuing along said common line for a total distance of 1,917.07 feet (1,917.34 feet — deed call) to a found TxDOT concrete monument, marking the transitional R.O.W. line from said north R.O.W. line of State Highway No. 276 to the east R.O.W. line of Springer Lane, an 80 foot wide R.O.W., (formerly F.M. No. 1143), said point being the beginning of a non—tangent curve to the right, with the radius point being situated North 21 degrees 40 minutes 52 seconds East, a distance of 533.69 feet;

THENCE Northerly along the common curving westerly line of said 308 on 276, L.P. tract and said curving east R.O.W. line of Springer Lane, with said non—tangent curve to the right, through a central angle of 67 degrees 33 minutes 20 seconds (48 degrees 33 minutes 57 seconds — deed call), having a radius of 533.69 feet (613.69 feet — deed call), a tangent distance of 356.97 feet, a chord bearing North 34 degrees 32 minutes 28 seconds West (North 40 degrees 41 minutes 57 seconds West — deed call), at 593.43 feet, and an arc distance of 629.26 feet (520.18 feet — deed call) to a 5/8 inch iron rod set with "cap" at the end of said non—tangent curve;

THENCE North 00 degrees 53 minutes 56 seconds West (North 00 degrees 43 minutes 17 seconds West — deed call), continuing along the common westerly line of said 308 on 276, L.P. tract and said east R.O.W. line of Springer Lane, a distance of 294.21 feet (430.56 feet — deed call) to an axle found for the beginning of a non—tangent curve to the left, with the radius point being situated South 89 degrees 08 minutes 07 seconds West, a distance of 612.96

THENCE Northerly continuing along the common curving westerly line of said 308 on 276, L.P. tract and said curving east R.O.W. line of Springer Lane, with said non—tangent curve to the left, through a central angle of 17 degrees 26 minutes 00 seconds (12 degrees 25 minutes 52 seconds — deed call), having a radius of 612.96 feet (613.69 feet — deed call), a tangent distance of 93.98 feet, a chord bearing North 09 degrees 34 minutes 53 seconds West at 185.78 feet, and an arc distance of 186.50 feet (133.15 feet — deed call) to a 5/8 inch iron rod set with "cap" at the end of said non—tangent curve, said point marking the transition from said east R.O.W. line of Springer Lane to the approximate center of the aforementioned Rochell Road;

THENCE North 00 degrees 49 minutes 05 seconds West (North 00 degrees 10 minutes 49 seconds East — deed call), along the common westerly line of said 308 on 276, L.P. tract and said approximate center of Rochell Road, passing at a distance of 386.53 feet a 1/2 inch iron rod found marking the southeast corner of that certain called 60.3368 acre tract of land described in a Cash Warranty Deed to Varughese P. Samuel and wife, Remani V. Samuel, as recorded in Volume 02002, Page 00062, O.P.R.R.C.T., then continuing along said common line with the easterly line of said Samuel tract, a total distance of 2,841.3 feet (1,613.15 feet — deed call) to a 1/2 inch iron rod found marking the northeast corner of said Samuel tract;

THENCE North 01 degrees 38 minutes 55 seconds West (North 00 degrees 08 minutes 06 seconds East — deed call), along the common westerly line of said 308 on 276, L.P. tract and said approximate center of Rochell Road, a distance

CONTAINING within the metes recited 316.315 acres (13,778,692 square feet) of land, more or less, of which a portion lies within Rochell Road.

of 976.29 feet (2,166.70 feet — deed call) to the POINT OF BEGINNING.

ALTA/ACSM LAND TITLE SURVEY

OF A

316.315 ACRE TRACT

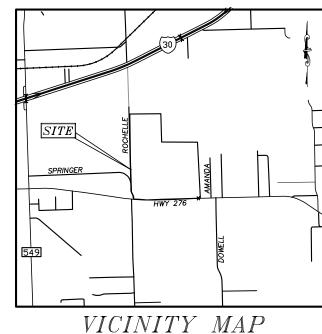
SITUATED IN THE

M. E. HAWKINS SURVEY, ABSTRACT NO. 100

AND THE

ROBERT K. BRISCOE SURVEY, ABSTRACT NO. 16

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS



(NOT TO SCALE)

NOTES CORRESPONDING TO SCHEDULE "B" ITEMS

TITLE COMMITTMENT FURNISHED BY REPUBLIC TITLE OF TEXAS, INC.,
G.F. NO. 07R24313 WR3, EFFECTIVE DATE: JULY 18, 2007, ISSUE DATE: JULY 27, 2007.

10a. ROADWAY EASEMENT GRANTED BY EDITH RHYNE DAVENPORT TO LOUBERT
MOYERS AND FAYE MOYERS, DATED 07/11/1966, FILED 07/12/1966, RECORDED IN
VOLUME 76. PAGE 257. REAL PROPERTY RECORDS OF ROCKWALLL COUNTY, TEXAS.

AFFECTS THE MOST NORTHEASTERLY CORNER OF THE SUBJECT TRACT AS PLOTTED

10b. EASEMENT FOR FLOODWATER RETARDING STRUCTURE GRANTED BY EDITH RHYNE DAVENPORT TO KAUFMAN-VAN ZANDT SOIL CONSERVATION DISTRICT, DATED 09/10/1966, FILED 09/22/1966, RECORDED IN VOLUME 77, PAGE 103, REAL PROPERTY RECORDS OF ROCKWALL COUNTY, TEXAS. AFFECTED BY INSTRUMENT RECORDED IN VOLUME 90, PAGE 516, REAL PROPERTY RECORDS OF ROCKWALL COUNTY, TEXAS. AFFECTS EXISTING BARN LOCATED ON THE WEST SIDE OF SUBJECT TRACT. AFFECTS APPROX. 57 ACRES OF THE NORTH 100 ACRES OF THE OVERALL

10c. EASEMENT FIFTEEN FOOT (15') WIDE FOR WATER PIPELINE GRANTED BY OSCAR M. WILSON, JR. TO BLACKLAND WATER SUPPLY CORPORATION, DATED 01/08/1979, FILED 02/20/1979, RECORDED IN VOLUME 140, PAGE 301, REAL PROPERTY RECORDS OF ROCKWALL COUNTY, TEXAS. AFFECTS THE WESTERLY LINE OF THE SUBJECT TRACT

SUBJECT TRACT AND IS PLOTTED HEREON.

TRACT BUT THE SURVEYOR FOUND NO PHYSICAL EVIDENCE.

AND IS PLOTTED HEREON.

10d. EASEMENT FOR A ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE GRANTED BY CENTRAL LIFE ASSURANCE SOCIETY TO TEXAS POWER & LIGHT COMPANY, DATED 11/11/1936, FILED 12/04/1936, RECORDED IN VOLUME 33, PAGE 168, REAL PROPERTY RECORDS OF ROCKWALL COUNTY, TEXAS. MAY AFFECT THE SUBJECT

10e. EASEMENT FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE GRANTED BY J.W. REECE TO TEXAS POWER & LIGHT COMPANY, DATED 06/12/1944, FILED 08/04/1944, RECORDED IN VOLUME 39, PAGE 97, REAL PROPERTY RECORDS OF ROCKWALL COUNTY, TEXAS. MAY AFFECT THE SUBJECT TRACT BUT THE SURVEYOR FOLUND NO PHYSICAL EVIDENCE

ROCKWALL COUNTY, TEXAS. MAY AFFECT THE SUBJECT TRACT BUT THE SURVEYOR FOUND NO PHYSICAL EVIDENCE.

10f. EASEMENT FOR A FLOODWATER RETARDING STRUCTURE GRANTED BY JEWELL R. ISBELL AND FRANK A. ISBELL TO KAUFMAN-VAN ZANDT SOIL CONSERVATION DISTRICT, DATED 04/13/1968, FILED 02/13/1969, RECORDED IN VOLUME 89, PAGE 583. REAL PROPERTY RECORDS OF ROCKWALL COUNTY, TEXAS. AFFECTS

10g. EASEMENT FOR HIGHWAY PURPOSES GRANTED BY RUBY J. ISBELL AND FRANK ISBELL TO THE STATE OF TEXAS, DATED 05/17/1968, FILED 05/17/1968, RECORDED IN VOLUME 82, PAGE 583, REAL PROPERTY RECORDS OF ROCKWALL COUNTY, TEXAS. AFFECTS THE TRACT, ADJACENT TO THE SOUTH LINE OF THE SUBJECT TRACT AND IS

APPROXIMATELY 55 ACRES OF THE SOUTH 216 ACRES OF THE OVERALL SUBJECT

10h. EASEMENT FOR WATER LINE GRANTED BY RICHARD H. ROACH AND HASKELL L. ROACH TO CASH WATER SUPPLY CORPORATION, DATED 10/02/1980, FILED 09/09/1981, RECORDED IN VOLUME 160, PAGE 675, REAL PROPERTY RECORDS OF ROCKWALL COUNTY, TEXAS. APPEARS TO AFFECT THE WESTERLY AND SOUTHERLY LINE OF THE SUBJECT TRACT, BUT CAN NOT BE PLOTTED DUE TO THE VAGUENESS OF THE DESCRIPTION.

## FLOOD STATEMENT:

ACCORDING TO THE FLOOD INSURANCE RATE MAP, ROCKWALL COUNTY, TEXAS (UNINCORPORATED AREAS) COMMUNITY PANEL NUMBER 480543 0045 B, EFFECTIVE DATE SEPTEMBER 17, 1980:

A PORTION OF THIS PROPERTY IS LOCATED IN ZONE A — AREAS OF 100—YEAR FLOOD, BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.

A PORTION OF THIS PROPERTY IS LOCATED IN ZONE A4 — AREAS OF 100—YEAR FLOOD, BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED.

A PORTION OF THIS PROPERTY IS LOCATED IN ZONE B — AREAS BETWEEN LIMITS OF THE 100—YEAR FLOOD AND 500—YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100—YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

A PORTION OF THIS PROPERTY IS LOCATED IN ZONE C — AREAS OF MINIMAL

## SPECIAL NOTES:

STATE HIGHWAY NO. 276 IS CURRENTLY UNDER DESIGN FOR IMPROVEMENTS BY THE TEXAS DEPPARTMENT OF TRANSPORTATION.

IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO CONTACT THE CITY OF ROCKWALL FOR THE CITY'S INTERPRETATION OF ALL ZONING ORDINANCES. PROPERTY IS CURRENTLY ZONED "LI" (LIGHT INDUSTRIAL).

THE PROPERTY DESCRIBED IN THIS SURVEY IS THE SAME PROPERTY DESCRIBED IN THE TITLE COMMITTMENT.

## GENERAL NOTES:

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.

THE BEARINGS SHOWN HEREON ARE GRID BEARINGS AND ARE BASED ON G.P.S.
OBSERVATIONS AND TEXAS STATE PLANE (SURFACE) COORDINATES, RELATIVE TO THE
NORTH CENTRAL ZONE (4202) NAD83.

ALL PROPERTY CORNERS SET ARE A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP
STAMPED "THE WALLACE GROUP" UNLESS OTHERWISE NOTED.

C.I.R.S. = CAPPED IRON ROD SET C.I.R.F. = CAPPED IRON ROD FOUND (C.M.) = CONTROL MONUMENT

rom the information available. The surveyor has not

sically located the underground utilities.

D.R.R.C.T. = DEED RECORDS OF ROCKWALL COUNTY, TEXAS.

O.P.R.R.C.T. = OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS.

R.P.R.R.C.T. = REAL PROPERTY RECORDS OF ROCKWALL COUNTY, TEXAS.

P.R.R.C.T. = PLAT RECORDS OF ROCKWALL COUNTY, TEXAS.

The underground utilities shown have been located by Texas One Call System and from field survey information and utility drawings. The surveyor makes no guarantee that the underground utilities shown comprise 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 they are located as accurately as possible

## SURVEYOR'S CERTIFICATE

To 308 ON 276, L.P., Republic Title of Texas, Inc. and First American Title Insurance Company, and their respective successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items 1, 2-4, 6, 7(a), 7(b)(1), 7(c), 8-11 and 13-18 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Texas, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Sean M. Flaherty, RPLS

You are being the recorded to the process.

Texas Registration No. 5258

You are being provided copies of documents from the records and archives of The Wallace Group, Inc. These documents were prepared in the past for other persons, for specific purposes. The Wallace Group, Inc. has not maintained these documents over the Interim time period. If this document does not contain an original seal or an original signature, and a current date, it should be considered out of date, possibly altered, and any and all certifications written or implied should be considered out of date, null and void.

THE WALLACE GROUP, INC.

ENGINEERS \* ARCHITECTS \* PLANNERS \* SURVEYORS

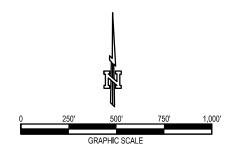
WACO \* KILLEEN \* DALLAS \* ROUND ROCK

1825 MARKET CENTER BLVD., SUITE 210

DALLAS, TEXAS 75207-3330

214-747-3733





LEGEND

TYPE A LOT

TYPE B LOT

TYPE C LOT

COMMERCIAL ± 9.0 AC.

OPEN AREA ± 30.9 AC

PARK ± 11.0 AC

OPEN AREA/FLOODPLAIN TO BE DEDICATED TO THE PUBLIC ± 44.2 AC

COMMUNITY CENTER ±1.2 ACRES

REMAINING FEMA FLOODPLAIN ±65.2 AC

WALKING TRAIL ±3.8 MILES

**GENERAL LOT INFORMATION** 

TYPE A - 121 LOTS - 80'x120' (MIN) - 9,600 SF

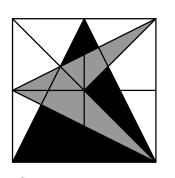
TYPE B - 127 LOTS - 70'x110' (MIN) - 7,700 SF TYPE C - 259 LOTS - 60'X110' (MIN) - 6,600 SF

15' LANDSCAPE BUFFER ALONG DISCOVERY BOULEVARD 20' LANDSCAPE BUFFER ALONG ROCHELL ROAD 25' LANDSCAPE BUFFER ALONG HIGHWAY 276

**507 LOTS** 

"THIS SITE PLAN SHOULD BE CONSIDERED PRELIMINARY AND CONCEPTUAL AND IS NOT BASED ON FINAL ALTA OR TOPOGRAPHIC SURVEY OR COMPLETE DUE DILIGENCE INFORMATION FROM THE GOVERNING JURISDICTION. LOT POSITION MAY VARY AS PLAN IS REFINED. PLAN WILL NOT EXCEED 507 LOTS. IT SHOULD NOT BE USED FOR LEASE EXHIBITS, PERMIT APPROVAL OR ANY OTHER BINDING AGREEMENTS"

# ANNED DEVELOPMENT **DISCOVERY LAKES** ROCKWAL

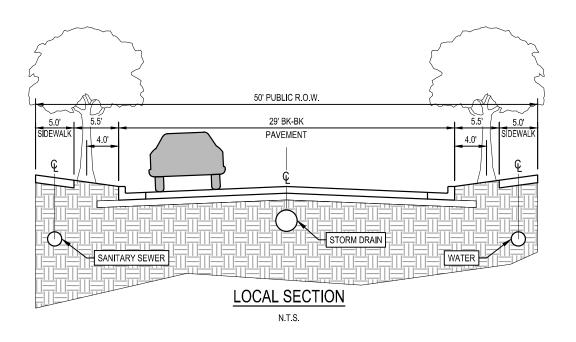


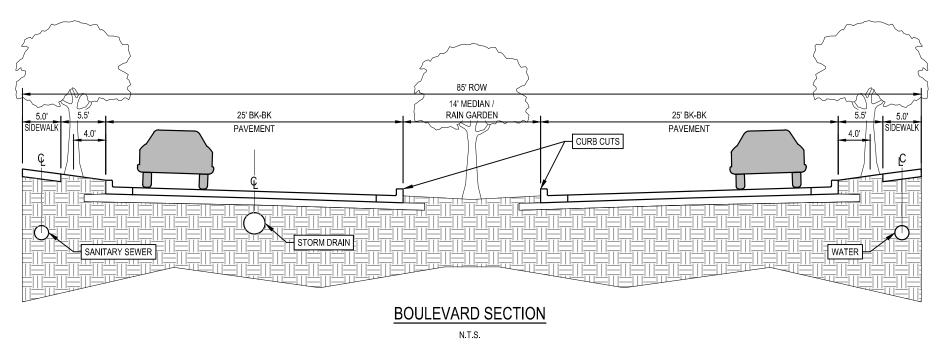
## **CARNEY ENGINEERING COMPANY**

4588 Hinton Dr. Plano, Texas 75024 (469) 443-0861 (469) 443-0863



TCP DRAWN BY CHECKED BY JAH START DATE 7-8-2015 SCALE : 1" = 500' 2068-075





## DISCOVERY LAKES TYPICAL STREET SECTIONS







## Permitted Land Uses in a General Retail (GR) District

Date: March 21, 2014

P: Permitted by Right; S: Permitted by Specific Use Permit; A: Permitted Accessory to the Primary Use; Blank: Not Permitted; 1: Additional Requirements

Rural & Animal-Related	
Agricultural Uses on Un-Platted Land	Р
Animal Boarding/Kennel without Outside Pens	S
Animal Clinic for small animals, no outdoor pens <sup>1</sup>	Р
Animal Hospital, Clinic	S

Residential & Lodging	
Accessory Building <sup>1</sup>	Р
Caretakers Quarters/Domestic or Security Unit	Р
Convent or Monastery	Р
Garage	Α
Hotel or Motel	S
Hotel, Residence	S
Residential Care Facility	S

Institutional & Community Service	
Assisted Living Facility <sup>1</sup>	P
Blood Plasma Donor Center	Р
Cemetery/ Mausoleum	Р
Church/House of Worship <sup>1</sup>	Р
Convalescent Care Facility/Nursing Home <sup>1</sup>	Р
Day Care (7 or More Children) <sup>1</sup>	Р
Emergency Ambulance Services, Ground	Р
Group or Community Home <sup>1</sup>	Р
Government Facility	Р
Hospice	Р
Hospital	Р
Library, Art Gallery or Museum (Public)	Р
Mortuary or Funeral Chapel	Р
Post Office, Local Service	Р
Public or Private School, Primary <sup>1</sup>	Р
Public or Private School, Secondary <sup>1</sup>	Р
Public or Private School Temporary Education Building <sup>1</sup>	S
Social Service Provider, except Rescue Mission or Homeless Shelter	S

Office & Professional	
Financial Institution with Drive-Through <sup>1</sup>	Р
Financial Institution without Drive-Through	Р
Office, General	Р
Office Building, less than 5,000 Sq. Ft.	Р
Office Building, 5,000 Sq. Ft. or more	Р

Recreation, Entertainment & Amusement	
Billiard Parlor or Pool Hall <sup>1</sup>	S
Carnival, Circus, or Amusement Ride, Temporary <sup>1</sup>	Р
Commercial Amusement/ Recreation (Inside) <sup>1</sup>	S
Commercial Amusement/ Recreation (Outside)	S
Community or Recreation Club, Public or Private (Accessory)	Р
Country Club, Private	S
Golf Driving Range	S
Fund Raising Events by Non-Profit, Indoor or Outdoor, Temporary <sup>1</sup>	Р
Gun Club, Skeet or Target Range (Indoor)	S

## Permitted Land Uses in a General Retail (GR) District

Date: March 21, 2014

P: Permitted by Right; S: Permitted by Specific Use Permit; A: Permitted Accessory to the Primary Use; Blank: Not Permitted; 1: Additional Requirements

Health Club	Р
Private Club, Lodge or Fraternal Organization	Р
Public Park or Playground	Р
Tennis Courts (Not accessory to a public or private club)	S
Theater	S

Retail & Personal Services	
Antique/Collectible Store	Р
Astrologer, Hypnotist, or Psychic Art and Science	Р
Banquet Facility	Р
Business School	Р
Catering Service	Р
Christmas Tree Sales Lot & Similar Uses, Temporary <sup>1</sup>	Р
Copy Center	Р
Display, Incidental <sup>1</sup>	Р
Garden Supply/Plant Nursery	Р
General Personal Service	Р
General Retail Store	Р
Hair Salon, Manicurist	Р
Laundry, Drop-off/Pickup	Р
Laundry, Self Service	Р
Massage Therapist	Р
Museum or Art Gallery (Private)	Р
Night Club, Discoteque, or Dance Hall	S
Pet Shop	Р
Private Club <sup>1</sup>	Р
Real Estate Sales Office, On-site, Temporary <sup>1</sup>	Р
Rental Store, w/o Outside Storage and Display	S
Restaurant, Less than 2000 Sq. Ft., w/ Drive-Thru or Drive-in <sup>1</sup>	S
Restaurant, Less than 2000 Sq. Ft., w/o Drive-Thru or Drive-in	Р
Restaurant, 2000 Sq. Ft. or more, w/ Drive-Thru or Drive-in <sup>1</sup>	S
Restaurant, 2000 Sq. Ft. or more, w/o Drive-Thru or Drive-in	Р
Restaurant with accessory Private Club or Brew Pub <sup>1</sup>	Р
Retail store with gasoline product sales limited to 2 dispensers and 4 vehicles	Р
Retail store with more than 2 dispensers	S
Secondhand Dealer	Р
Studio - Art, Photography or Music	Р
Tailor, Clothing or Apparel Shop	Р

Commercial & Business Services	
Electrical, Watch, Clock, Jewelry & Similar Repair	Р
Locksmith	Р
Shoe and Boot Repair and Sales	Р
Trade School	S
Temporary On-site Construction Office <sup>1</sup>	Р

Auto & Marine-Related	
Auto Repair Garage, Minor <sup>1</sup>	S
Car Wash/Auto Detail <sup>1</sup>	S
Car Wash, Self Service	S
Parking Lot, non-commercial	Р
Service Station <sup>1</sup>	Р

20

# Permitted Land Uses in a General Retail (GR) District

Date: March 21, 2014

P: Permitted by Right; S: Permitted by Specific Use Permit; A: Permitted Accessory to the Primary Use; Blank: Not Permitted; 1: Additional Requirements

Industrial & Manufacturing	
Asphalt or Concrete Batch Plant, Temporary <sup>1</sup>	Р
Mining and Extraction (Sand, Gravel Oil & other) <sup>1</sup>	S

Utilities, Communications & Transportation	
Antenna, Accessory <sup>1</sup>	Р
Antenna, Commercial <sup>1</sup>	S
Antenna, Dish <sup>1</sup>	Р
Antenna, Commercial, Free-Standing <sup>1</sup>	S
Antenna, Commercial, Mounted <sup>1</sup>	S
Helipad	S
Utilities (Non-Municipally owned or Controlled), including Sanitary Landfill, Water Treatment, and Supply, and	c
Wastewater Treatment	3
Municipally Owned or Controlled Facilities, Utilities and Uses	Р
Private Streets	S
Radio Broadcasting	Р
Railroad Yard or Shop	S
Recording Studio	S
Satellite Dish <sup>1</sup>	Р
Transit Passenger Facility	S
TV Broadcasting & Other Communication Service	S
Utilities Holding a Franchise from City of Rockwall	S
Utility Installation, Other than Listed	S
Utility/ Transmission Lines	S
Wireless Communication Tower	S



## CITY OF ROCKWALL

# **ORDINANCE NO. 15-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO A PLANNED DEVELOPMENT DISTRICT FOR SINGLE FAMILY 10 (SF-10) AND GENERAL RETAIL (GR) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 316.315-ACRE TRACT OF LAND IDENTIFIED AS TRACT 1 OF THE M. E. HAWKINS SURVEY, ABSTRACT NO. 100, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A' & EXHIBIT 'B'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request by the Stacy McVey of Double Eagle Properties, LLC on behalf of the owner 308 ON 276, LP for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) and General Retail (GR) District land uses, on a 316.315-acre tract of land identified as Tract 1 of the M. E. Hawkins Survey, Abstract No. 100, City of Rockwall, Rockwall County, Texas and more fully described in Exhibit 'A' & Exhibit 'B' of this ordinance, which hereinafter shall be referred to as the Subject Property and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that the Unified Development Code [Ordinance No. 04-38] should be amended as follows:

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

**Section 1.** That the *Subject Property* shall be used only in the manner and for the purposes authorized by this Planned Development District Ordinance and the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall as heretofore amended, as amended herein by granting this zoning change, and as maybe amended in the future;

**Section 2.** That development of the *Subject Property* shall generally be in accordance with the *Planned Development Concept Plan*, described in *Exhibit 'C'* of this ordinance, attached hereto and incorporated herein by reference as *Exhibit 'C'*, which is deemed hereby to be a condition of approval of the amended zoning classification for the *Subject Property*;

**Section 3.** That development of the *Subject Property* shall generally be in accordance with the *Development Standards*, described in *Exhibit 'D'* of this ordinance, attached hereto and incorporated herein by reference as *Exhibit 'D'*, which is deemed hereby to be a condition of approval of the amended zoning classification for the *Subject Property*;

Z2015-016: Discovery Lakes (AG to PD) Ordinance No. 15-XX; PD-XX

City of Rockwall, Texas

**Section 4.** That a *Master Parks and Open Space Plan* for the *Subject Property*, shall be prepared in accordance with this ordinance and consistent with the *Planned Development Concept Plan* depicted in *Exhibit 'C'* of this ordinance, and that the *Master Parks and Open Space Plan* shall be considered for approval by the City Council following a recommendation by the *Parks and Recreation Board*.

**Section 5.** That development of the *Subject Property* shall be in conformance with the schedule listed below (*except as set forth below with regard to simultaneous processing and approvals*).

- (a) The procedures set forth in the City's subdivision regulations on the date this ordinance is approved by the City, as amended by this ordinance (*including Subsections 5(b*) through 5(f) below), shall be the exclusive procedures applicable to the subdivision and platting of the Property.
- (b) The following plans and plats shall be required in the order listed below (except as set forth below with regard to simultaneous processing and approvals). The City Council shall act on an application for an Open Space Master Plan in accordance with the time period specified in Section 212.009 of the Texas Local Government Code.
  - (1) Open Space Master Plan
  - (2) Master Plat
  - (3) PD Development Plan (Required for Retail Areas Only)
  - (4) PD Site Plan
  - (5) Preliminary Plat
  - (6) Final Plat
- (c) A PD Development Plan must be approved for the area designated on the Planned Development Concept Plan as Retail prior to submittal of a PD Site Plan application and/or preliminary plat application. No Master Plat is required for the area designated on the Concept Plan as Retail. A traffic impact analysis for the retail tract shall be submitted with the PD Development Plan to determine the extent and timing of any recommended facilities and/or improvements to the surrounding roadway network. The traffic impact analysis may be updated with each PD Site Plan for each retail development.
- (d) PD Site Plan. A PD Site Plan covering all of the Subject Property shall be submitted and shall identify all site/landscape/hardscape plan(s) for all open space, neighborhood parks, trail systems, street buffers and entry features. A PD Site Plan application may be processed by the City concurrently with a Preliminary Plat Application for the development.
- (e) Preliminary Plat. A Preliminary Plat covering all of the Subject Property shall be submitted and shall include a Treescape Plan. A Preliminary Plat Application may be processed by the City concurrently with a PD Site Plan Application for the development.
- (f) Final Plat. Prior to the issuance of any building permits, a Final Plat, conforming to the Preliminary Plat, for all of the Subject Property shall be submitted for approval.

**Section 6.** That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *Two Thousand Dollars* (\$2,000.00) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense;

**Section 7.** That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

**Section 8.** The standards in this ordinance shall control in the event of a conflict between this ordinance and any provision of the Unified Development Code or any provision of the City Code, ordinance, resolution, rule, regulation, or procedure that provides a specific standard that is different from and inconsistent with this ordinance. References to zoning district regulations or other standards in the Unified Development Code (including references to the *Unified Development Code*), and references to overlay districts, in this ordinance or any of the Exhibits hereto are those in effect on the date this ordinance was passed and approved by the City Council of the City of Rockwall, Texas;

**Section 9.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides;

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE  $20^{TH}$  DAY OF JULY, 2015.

ATTEST:	Jim Pruitt, <i>Mayor</i>
Kristy Ashberry, City Secretary	
APPROVED AS TO FORM:	
Frank J. Garza, City Attorney	
1 <sup>st</sup> Reading: <u>July 20, 2015</u> 2 <sup>nd</sup> Reading: <u>August 3, 2015</u>	

# Exhibit 'A': Legal Description

Field notes for a 316.315-acre (13,778,691 square foot) tract of land situated in the M. E. Hawkins Survey, Abstract No. 100, and the Robert K. Briscoe Survey, Abstract No. 16 in the City of Rockwall, Rockwall County, Texas, and being all of that certain called 308.52-acre tract of land described in a Special Warranty Deed to 308 ON 276, L.P., as recorded in Volume 03662, Page 00315, of the Office Public Records of Rockwall County, Texas (O.P.R.R.C.T.) with said 316.315-acre (13, 778,691 square feet) tract of land being more particularly described by metes and bounds as follows:

BEGINNING a railroad spike set in asphalt marking the northwest corner of said 308 on 276, L.P. tract and the common southwest corner of that certain called 21. 935 acre tract of land described as Tract One in a Warranty Deed to Rockwall Fund I, L.L.C., as recorded in Volume 1 110, Page 190, of the Deed Records of Rockwall County, Texas (D.R.R.C.T.), said point being in the approximate center of Rochell Road, a county road with an unspecified right-of- way (R. O. W.) width;

THENCE North 89 degrees 00 minutes 24 seconds East (South 89 degrees 12 minutes 02 seconds East - deed call), along the common northerly line of said 308 ON 276, L.P. tract and the common southerly line of said Tract One, passing at a distance of 30. 00 feet, a 5/8 inch iron rod set with a yellow plastic cap stamped "THE WALLACE GROUP" ("cap") for reference, continuing along said common line, passing at a distance of 1,799. 04-feet, a ½-inch iron rod found marking the southeast corner of said Tract One, being common with the south west corner of that certain called 59.71-acre tract of land described in a Special Warranty Deed to Fate I-30, L.P., as recorded in Volume 03542, Page 00039, O.P.R.R.C.T., continuing along the common northerly line of said 308 on 276, L.P. tract and the southerly line of said Fate I-30, L.P. tract, a total distance of 1,966.04 feet (1,902.80 feet - deed call) to a 1/2 inch iron rod found marking the common most northerly northeast corner of said 308 on 276, L.P. tract and the north west corner of that certain coiled 85.479 acre tract of land described as Tract Two in the aforementioned Warranty Deed to Rockwall Fund I, L.L.C., as recorded in Volume 1 110, Page 190, O.R.R.C.T.;

THENCE South 01 degrees 59 minutes 29 seconds East (South 00 degrees 08 minutes 06 seconds West - deed call), along the common easterly line of said 308 ON 276, L.P. tract and the westerly line said Tract Two, a distance of 2,204.26-fee t (2,166.70-feet - deed call) to a 1/2 inch iron rod found marking an ell corner of said 308 ON 276, L.P. tract and the southwest corner of said Tract Two;

THENCE North 87 degrees 20 minutes 20 seconds East (North 89 degrees 12 minutes 02 seconds East - deed call), continuing along the common northerly line of said 308 on 276, L.P. tract and the southerly line said Tract Two, a distance of 1,691. 90 feet (1,782.53 feet - deed call) to a 5/8 inch iron rod set with "cap " marking the common most easterly northeast corner of said 308 on 276, L.P. tract and the southeast corner of said Tract Two, from which a ½-inch iron rod found bears North 87 degrees 20 minutes 20 seconds East at 10. 49 feet, said 5/8-inch iron rod set being on the west line of that certain called 212. 25 acre tract of land described in a Special Warranty Deed to South Rock wall Holdings, L.P., as recorded in Volume 03625, Page 00034, O.P.R.R.C.T.;

THENCE South 01 degrees 34 minutes 35 seconds East, along the common easterly line of said 308 ON 276, L.P. tract and the westerly line said South Rock wall Holdings tract, a distance of 309.68-feet to a 5/8-inch iron rod set with "cap " marking the southwest corner of said South Rock wall Holdings tract, being common with the northwest corner of Lot 8, Equestrian Estates, according to the plot thereof recorded in Cabinet A, Page 19 7, of the Plot Records of Rock wall County, Texas (P.R.R.C.T.);

THENCE South 00 degrees 50 minutes 42 seconds East, along the common easterly line of said 308 ON 276, L.P. tract and the westerly line said Equestrian Estates, a distance of 2,301.71 feet (South 00 degrees 06 minutes 38 seconds West, a distance of 2,580 . 60 feet - overall deed call) to a 5/8 inch iron rod set with "cap " marking the common southeast corner of said 308 ON 276, L.P. tract and on ell corner of the north R.O.W. line of State Highway No. 276 (having a variable width R.O.W.);

THENCE South 89 degrees 29 minutes 00 seconds West (North 89 degrees 29 minutes 07 seconds West - deed call), along the common southerly line of said 308 ON 2 76, L.P. tract and said north R.O.W. line of State Highway No. 276, passing at a distance of 1.66 feet a found TxDOT concrete monument, continuing along said common line for a tot al distance of 117.50-feet (115.83-feet - deed call) to a 5/8-inch iron rod set with "cap " marking the common ell corner of said 308 ON 276, L.P. tract and the most easterly southeast corner of that certain called 2.503-acre tract of land described as on Easement for Highway Purposes to the State of Texas, recorded in Volume 82, Page 583 of the Real Property Records of Rockwall County, Texas (R.P.R.R.C.T.);

THENCE North 00 degrees 31 minutes 03 seconds West (North 00 degrees 30 Minutes 13 seconds East - deed call), along a common interior line of said 308 on 276, L.P. tract and the easterly line of said Easement for Highway Purposes tract, a distance of 50.31-feet (50-feet - deed call) to a 5/8-inch iron rod set with "cap" marking the common ell corner of said 308 ON 276, L.P. tract and the north east corner of said Easement for Highway Purposes tract;

Z2015-016: Discovery Lakes (AG to PD) Ordinance No. 15-XX; PD-XX

City of Rockwall, Texas

# Exhibit 'A': Legal Description

THENCE South 89 degrees 28 minutes 57 seconds West (North 89 degrees 29 minutes 47 seconds West - deed call), along the common southerly line of said 308 on 276, L.P. tract and the northerly line of said Easement for Highway Purposes tract, a distance of 543.40-feet (543.73-feet - deed call) to a 5/8-inch iron rod set with "cap " for corner;

THENCE South 89 degrees 13 minutes 58 seconds West (South 89 degrees 48 minutes 55 seconds West - deed call), continuing along the common southerly line of said 308 ON 276, L.P. tract and the northerly line of said Easement for Highway Purposes tract, a distance of 757. 25-feet (756.93-feet - deed call) to a 5/8-inch iron rod found marking a common ell corner of said 308 ON 276, L.P. tract and the northwest corner of said Easement for Highway Purposes tract;

THENCE South 00 degrees 46 minutes 03 seconds East (South 00 degrees 11 minutes 05 seconds East - deed call), along a common interior line of said 308 ON 276, L.P. tract and the westerly line of said Easement for High way Purposes tract, a distance of 90.30-feet (87.44-feet - deed call) to a 5/8-inch iron rod set with "cap " marking a common ell corner of said 308 ON 276, L.P. tract and the southwest corner of said Easement for Highway Purposes tract, said point being on said north R.O.W. line of State Highway No. 276;

THENCE South 89 degrees 13 minutes 57 seconds West (North 89 degrees 53 minutes 27 seconds West - deed call), along the common southerly line of said 308 ON 276, L.P. tract and said north R.O.W. line of State Highway No. 276, passing at a distance of 1,66 7.76-feet a 5/8-inch iron rod set with "cap " for reference, continuing along said common line for a total distance of 1,917.07-feet (1,917.34-feet - deed call) to a found TxDOT concrete monument, marking the transitional R.O.W. line from said north R.O.W. line of State Highway No. 276 to the east R.O.W. fine of Springer Lane, on 80-foot wide R.O.W., (formerly F.M. No. 1143), said point being the beginning of a non-tangent curve to the right, with the radius point being situated North 21 degrees 40 minutes 52 seconds East, a distance of 533.69-feet;

THENCE Northerly along the common curving westerly line of said 308 ON 276, L.P. tract and said curving east R.O.W. line of Springer Lane, with said non-tangent curve to the right, through a central angle of 67 degrees 33 minutes 20 seconds (48 degrees 33 minutes 57 seconds - deed call), having a radius of 533. 69-feet (613.69-feet deed call), a tangent distance of 356.97-feet, a chord bearing North 34 degrees 32 minutes 28 seconds West (North 40 degrees 41 minutes 57 seconds West - deed call), at 593.43-feet, and an arc distance of 629.26-feet (520.18-feet - deed call) to a 5/8-inch iron rod set with "cap" at the end of said non- tangent curve;

THENCE North 00 degrees 53 minutes 56 seconds West (North 00 degrees 43 minutes 17 seconds West - deed call), continuing along the common westerly line of said 308 on 276, L.P. tract and said east R.O.W. line of Springer Lane, a distance of 294.21-feet (430.56-feet - deed call) to an axle found for the beginning of a non-tangent curve to the left, with the radius point being situated South 89 degrees 08 minutes 07 seconds West, a distance of 612.96-feet;

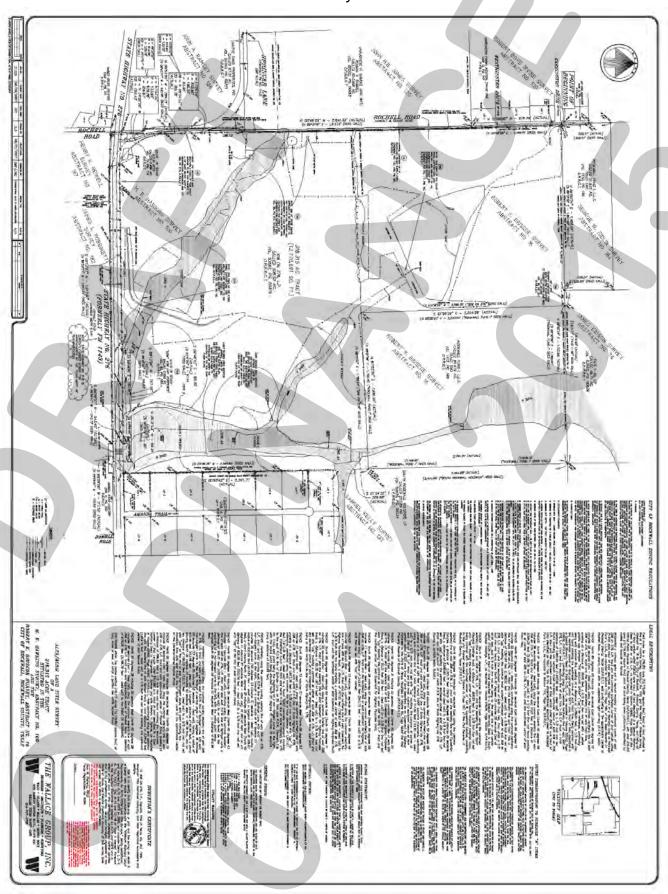
THENCE Northerly continuing along the common curving westerly line of said 308 ON 276, L.P. tract and said curving east R.O.W. line of Springer Lane, with said non-tangent curve to the left, through a central angle of 17 degrees 26 minutes 00 seconds (12 degrees 25 minutes 52 seconds - deed call), having a radius of 612.96-feet (613.69-feet - deed call), a tangent distance of 93.98 feet, a chord bearing North 09 degrees 34 minutes 53 seconds West at 185.78-feet, and an arc distance of 186.50-feet (133.15 feet - deed call) to a 5/8-inch iron rod set with "cap" at the end of said non-tangent curve, said point marking the transition from said east R.O.W. line of Springer Lane to the approximate center of the aforementioned Rochell Road;

THENCE North 00 degrees 49 minutes 05 seconds West (North 00 degrees 10 minutes 49 seconds East - deed call), along the common westerly line of said 308 ON 276, L.P. tract and said approximate center of Rochell Road, passing at a distance of 386.53-feet a ½-inch iron rod found marking the southeast corner of that certain called 60.3368-acre tract of land described in a Cash Warranty Deed to Varughese P. Samuel and wife, Remoni V. Samuel, as recorded in Volume 02002, Page 00062, O.P.R.R.C.T., then continuing along said common line with the easterly line of said Samuel tract, a total distance of 2,841.3-feet (1,613.15-feet - deed call) to a ½-inch iron rod found marking the northeast corner of said Samuel tract;

THENCE North 01 degrees 38 minutes 55 seconds West (North 00 degrees 08 minutes 06 seconds East - deed call), along the common westerly line of said 308 ON 276, L.P. tract and said approximate center of Rochell Road, a distance of 976.29-feet (2,166.70-feet - deed call) to the *POINT OF BEGINNING*.

CONTAINING within the metes recited 316.315-acres (13,778,692 square feet) of land, more or less, of which a portion lies within Rochell Road.

# Exhibit 'B': Survey



Z2015-016: Discovery Lakes (AG to PD) Ordinance No. 15-XX; PD-XX

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# Exhibit 'D': PD Development Standards

## A. PURPOSE

The Discovery Lakes Subdivision is located at the northeast corner of the intersection of SH-276 and Rochell Road. The Subject Property is a short walk or bike ride from the Rockwall Technology Park. The Discovery Lakes Subdivision will be a master planned residential neighborhood that will incorporate two (2) lakes, several acres of open space and ~3.8-miles of hiking/jogging/biking trails. The master plan calls for 507 single-family homes. There will be several view corridors strategically placed within the subdivision along with front loaded lots to provide for the enjoyment of the open space. A boulevard with 85-feet of right-of-way will connect SH-276 and Discovery Boulevard. The boulevard will have a 14-foot landscape median and a 25-foot travel lane on each side of the street. The residential streets will be 29-feet back-to-back, with a 10½-foot parkway on each side for a total of 50-feet of right-of-way. A Community Center with a pool will be provided to add increased amenity for the subdivision. Additionally, the proposed development will incorporate nine (9) acres of commercial space that will be located at the hard corner of SH-276 and Rochell Road. This area will allow for neighborhood service types of uses and eating establishments. A maximum of one (1) hotel planned to service the needs of the subdivision and the Rockwall Technology Park. A 55-acre area adjacent to the northern lake will be dedicated as public parkland to serve Park District No. 31. The Discovery Lakes Subdivision will be a benefit to the community, allowing citizens of all ages the opportunity to live, work, and play in a connected master planned community.

# **B. GENERAL REQUIREMENTS**

# Development Standards.

- 1. Permitted Uses. The following uses are permitted on the Subject Property in accordance with the Concept Plan depicted in Exhibit 'C' of this ordinance.
  - (a) Residential Uses. Unless specifically provided by this Planned Development ordinance, only those uses permitted within the Single Family 10 (SF-10) District, as stipulated by the Permissible Use Charts contained in Article IV, Permissible Uses, of the Unified Development Code (UDC), shall be allowed for areas designated as residential on the Concept Plan.
  - (b) Non-Residential. Unless specifically provided by this Planned Development ordinance, only those uses permitted within the General Retail (GR) District, as stipulated by the Permissible Use Charts contained in Article IV, Permissible Uses, of the Unified Development Code (UDC), shall be allowed for areas designated as commercial on the Concept Plan; however, the following conditions shall apply:
    - (i) The following additional uses shall be permitted as *by-right* uses on the *Subject Property*:
      - ☑ Hotel, Hotel (Full Service) or Motel (With a Maximum Height of Four [4] Stories)

        ¹
      - ☑ Restaurant (with Drive-Through or Drive-In)<sup>2</sup>
      - ☑ Retail Store (with more than two [2] Gasoline Dispensers)

#### Notes:

- 1: A maximum of one (1) hotel/motel shall be permitted with this Planned Development District. The height requirement of four (4) stories is permitted to exceed 36-feet, but in no case shall exceed 60-feet.
- <sup>2</sup>: A maximum of three (3) restaurants (despite the size of the restaurant) shall be permitted within this Planned Development District.

# PD Development Standards

- (ii) The following uses shall be prohibited on the Subject Property:
  - ☑ Convent or Monastery
  - ☑ Hotel. Residence
  - ☑ Cemetery/Mausoleum
  - ☑ Mortuary of Funeral Chapel
  - ☑ Social Service Provider
  - ☑ Billiard Parlor or Pool Hall
  - ☑ Carnival, Circus, or Amusement Ride
  - ☑ Commercial Amusement/Recreation (Outside)
  - ☑ Gun Club, Skeet or Target Range (Indoor)
  - ☑ Astrologer, Hypnotist, or Psychic Art and Science
  - ☑ Garden Supply /Plant Nursery
  - ☑ Night Club, Discotheque, or Dance Hall
  - ☑ Secondhand Dealer
  - ☑ Car Wash, Self Service
  - ☑ Mining and Extraction (Sand, Gravel, Oil and/or Other)
  - ☑ Helipad
  - ☑ Railroad Yard or Shop
  - ☑ Transit Passenger Facility
- 2. Non-Residential Development. The area designated as commercial on the Concept Plan depicted in Exhibit 'C' of this ordinance shall be designed to be pedestrian-oriented, easily accessible, and integrated into the general design scheme of the adjacent neighborhood. This can be accomplished by removing the traditional barriers utilized to separate commercial and residential developments (e.g. screening walls) and incorporating landscape buffers/elements (e.g. greenspace, parkways, and etcetera) and urban design elements (e.g. pathways, pergolas, and etcetera) that can create compatibility with the adjacent single-family neighborhood. To better achieve this goal and in addition to the requirements of Section 4.1, General Commercial District Standards, and Section 6.14, SH-276 Corridor Overlay (SH-276 OV) District, of Article V, District Development Standards, of the Unified Development Code, all commercial development shall be required to adhere to the following supplemental standards:
  - (a) Retail Landscape. Landscaping shall be reviewed and approved with the PD Site Plan. All Canopy/Shade Trees planted within the retail development shall be a minimum of four (4) caliper inches in size and all Accent/Ornamental/Under-Story Trees shall be a minimum of four (4) feet in total height unless otherwise provided within this document.
  - (b) Retail Landscape Buffers. All landscape and plantings located within the buffers shall be maintained by the property owner.
    - (1) Landscape Buffer (Residential Adjacency). Where residential and retail uses share a direct adjacency, a minimum of a 30-foot landscape buffer shall be provided by the retail property adjacent to the residential property. This area shall incorporate ground cover, a built-up berm and shrubbery along the entire length of the adjacency. This area should also incorporate pedestrian-oriented design elements (e.g. pathways) that allow access between the two (2) uses. Shrubbery utilized in this area shall have a minimum height of 30-inches and a maximum height of 48-inches. Additionally, trees should be incorporated in this area to break up the façades of any commercial buildings.
    - (2) Landscape Buffer and Sidewalks (SH-276). A minimum of a 15-foot landscape buffer shall be provided along the frontage of SH-276, and shall incorporate ground cover,

# PD Development Standards

a *built-up* berm and/or shrubbery or a combination thereof along the entire length of the frontage. Berms and/or shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, at least three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage. All buffer-strip planting requirements shall conform to the requirements of Section 6.14, *SH-276 Corridor Overlay (SH-276 OV) District*, of Article V, *District Development Standards*, of the Unified Development Code.

(3) Landscape Buffer (Rochell Road Retail). A minimum of a 20-foot landscape buffer shall be provided along the frontage of Rochell Road (outside of and beyond any required right-of-way dedication), and shall incorporate ground cover, a built-up berm and/or shrubbery or a combination thereof along the entire length of the frontage. Berms and/or shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, at least three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage.

# (c) Sidewalks.

- i) Sidewalk Adjacent to Rochell Road and SH-276. The developer shall be responsible for the construction of a five (5) foot sidewalk that meanders through the required 20foot landscape buffer adjacent to Rochell Road and SH-276.
- 3. Residential Development Standards. Except as modified by these Development Standards, the residential uses depicted in Exhibit 'C' of this ordinance shall be subject to the development standards for a Single Family 10 (SF-10) District as stipulated by Section 3.1, General Residential District Standards; Section 3.4, Single-Family Residential (SF-10) District; and Section 6.14, SH-276 Corridor Overlay (SH-276 OV) District, of Article V, District Development Standards, of the Unified Development Code. In addition, all residential development shall adhere to the following standards:
  - (a) Lot Composition and Layout. The lot layout and composition of the Subject Property shall generally conform to the Concept Plan depicted in Exhibit 'C' and stated in Table 1 below. Allowances for changes to the quantity and locations of each lot type are permitted in conformance with the requirements listed below; however, in no case shall the proposed development exceed 507 units.

Table 1: Lot Composition

Lot Type	Minimum Lot Size (FT)	Minimum Lot Size (SF)	Dwelling Units (#)	Dwelling Units (%)
A	80' x 120'	9,600 SF	121	23.87%
В	70' x 110'	7,700 SF	127	25.05%
C	60' x 110'	6,600 SF	259	51.08%
	Ma	ximum Permitted Units:	507	100.00%

The allocation of single-family dwellings among lot types may deviate from *Table 1* provided that the proposed lot composition meets the following criteria:

- (1) The total number of lots does not exceed 525 units; and.
- (2) The average lot size for the total development is not less than 7,500 SF (i.e. total square footage of all lots/total number of lots); and,
- (3) Lot Type "A" shall not be decrease below 115 lots; and,
- (4) Lot Type "B" shall not be decreased below 23% of the total 507 lots; and,
- (5) Lot Type "C" shall not be increased beyond 55% of the total 507 lots.

Page 8

# PD Development Standards

(b) Density and Dimensional Requirements. The maximum permissible density for the Subject Property shall not exceed 1.70 dwelling units per gross acre of land; however, in no case should the proposed development exceed 507 units. All lots shall conform to the standards depicted in Table 2 below and generally conform to Exhibit 'C' of this ordinance.

Table 2: Lot Dimensional Requirements

Lot Type (see Concept Plan) ▶	Α	В	C
Minimum Lot Width (1) & (5) & (7)	80'	70'	60'
Minimum Lot Depth	120'	110'	110'
Minimum Lot Area	9,600 SF	7,700 SF	6,600 SF
Minimum Front Yard Setback (2) & (6)	20'	20'	20'
Minimum Side Yard Setback	6'	5'	5'
Minimum Side Yard Setback (Adjacent to a Street) (2)	15'	15'	15'
Minimum Length of Driveway Pavement	20'	20'	20'
Maximum Height <sup>(3)</sup>	36'	36'	36'
Minimum Rear Yard Setback (4)	15'	10'	10'
Minimum Area/Dwelling Unit (SF) [Air Conditioned Space]	2,800 SF	2,250 SF	2,000 SF
Garage Orientation	J-Swing or Front	J-Swing or Front	J-Swing or Front
Maximum Number of Front Entry Garages Permitted	48	42	173
Maximum Lot Coverage	65%	65%	65%

#### General Notes:

- 1: The minimum lot width shall be measured at the Front Yard Building Setback.
- 2: The location of the Front Yard Building Setback as measured from the front property line.
- 3: The *Maximum Height* shall be measured to the eave or top plate (whichever is greater) of the single family home.
- 4: As measured from the rear yard property line.
- Lots fronting onto a curvilinear street, cul-de-sac or eyebrow may have the lot width reduced by up to 20% as measured at the front property line provided that the lot width is met at the front building line. Additionally, the lot depth on lots fronting onto curvilinear streets, cul-de-sacs and eyebrows maybe reduced by up to ten (10%) percent, but shall meet the minimum lot size for each lot type.
- Sunrooms, porches, stoops, bay windows, balconies, masonry clad chimneys, eaves and similar architectural features may encroach beyond the Front Yard Building Setback by up to ten (10) feet for any property that increases the Front Yard Building Setback to 20-feet; however, the encroachment shall not exceed five (5) feet on Side Yard Setbacks (Adjacent to a Street) and shall not encroach into public right-of-way [a Sunroom is an enclosed room no more than 15-feet in width that has glass on at least 50% of each of the encroaching faces].
- 7: All lots with a *J-Swing* or *Traditional Swing* driveway require a minimum of a 65-foot lot width.
- (c) Building Standards. All development shall adhere to the following building standards:
  - (1) Masonry Requirement. The minimum masonry requirement for the exterior façades of all buildings shall be 80%. For the purposes of this ordinance the masonry requirement shall be limited to full width brick, natural stone, and cultured stone. Cementaceous fiberboard horizontal lap-siding (e.g. HardiBoard or Hardy Plank) and/or stucco (i.e. three [3] part stucco or a comparable -- to be determined by staff) shall be permitted to be used to meet up to 50% of the masonry requirement.
  - (2) Roof Pitch. A minimum of an 8:12 roof pitch is required on all structures with the exception of porches, which shall have a minimum of a 4:12 roof pitch.
  - (3) Garage Orientation. Garages shall be provided as stipulated by Table 2: Lot Dimensional Requirements. Garages permitted for front entry maybe oriented

# PD Development Standards

toward the street; however, the front façade of the garage must be situated a minimum of 20-feet off the front property line. All front entry garages shall incorporate an architectural element or feature separating the individual garage openings. *Swing*, *Traditional Swing* or *J-Swing* garages are permitted to have a second single garage door facing the street as long as it is behind the width of the double garage door situated in the *Swing* configuration.

(d) Anti-Monotony Restrictions. The development shall adhere to the Anti-Monotony Matrix depicted in Table 3 below (for spacing requirements see the illustration on the following page).

Table 3 : Anti-Monotony Matrix

Lot Type	Minimum Lot Size	Elevation Features
Α	80' x 120'	(1), (2), (3)
В	70' x 110'	(1), (2), (3)
С	60' x 110'	(1), (2), (3)

- (1) Identical brick blends or paint colors may not occur on adjacent (side-by-side) properties along any block face without at least four (4) intervening homes of differing materials on the same side of the street beginning with the adjacent property and two (2) intervening homes of differing materials on the opposite side of the street.
- (2) Front building elevations shall not repeat along any block face without at least four (4) intervening homes of differing appearance on the same side of the street and two (2) intervening homes of differing appearance on the opposite side of the street. The rear elevation of homes backing to open spaces or on SH-276 shall not repeat without at least five (5) intervening homes of differing appearance. Homes are considered to have a differing appearance if any of the following two (2) items deviate:
  - (a) Number of Stories
  - (b) Permitted Encroachment Type and Layout
  - (c) Roof Type and Layout
  - (d) Articulation of the Front Façade
- (3) Each phase of the subdivision will allow for a maximum of four (4) compatible roof colors, and all roof shingles shall be an architectural or dimensional shingle (3-Tab Roofing Shingles are prohibited).

See the Illustrations on the following page.

# Exhibit 'D': PD Development Standards

Illustration 1: Properties line up on the opposite side of the street. Where RED are the same.



Illustration 2: Properties do not line up on opposite side of the street. Where RED are the same.



- (e) Fencing Standards. All individual residential fencing and walls shall be architecturally compatible with the design, materials and colors of the primary structure on the same lot, and meet the following standards:
  - (1) Wood Fences. All wood fences shall be constructed of a standard fencing material (minimum of ½" thickness or better; spruce fencing will not be allowed), and use fasteners that are hot dipped galvanized or stainless steel. Wood fences facing onto a street shall be painted and/or stained and sealed with all pickets being placed on the public side facing the street. All wood fences shall be smooth-finished, free of burs and splinters, and be a maximum of eight (8) feet in height.
  - (2) Wrought Iron/Tubular Steel. Lots located along the perimeter of roadways, abutting open spaces, greenbelts and parks shall be required to install a wrought iron or tubular steel fence. Wrought iron/tubular steel fences can be a maximum of eight (8) feet in height.
  - (3) Corner Lots. Corner lots fences (i.e. adjacent to the street) shall provide masonry columns at 45-feet off center spacing that begins at the rear of the property line. A maximum of eight (8) foot solid board-on-board panel fence constructed utilizing cedar fencing shall be allowed between the masonry columns along the side and/or rear lot adjacent to a street. In addition, the fencing shall be setback from the side property line adjacent to a street a minimum of five (5) feet. The property owner shall be required to maintain both sides of the fence.
  - (4) Solid Fences (including Wood Fences). All solid fences shall incorporate a decorative top rail or cap detailing into the design of the fence.

# PD Development Standards

- (f) Landscape and Hardscape Standards.
  - (1) Residential Landscape. Landscaping shall be reviewed and approved with the PD Site Plan. All Canopy/Shade Trees planted within the residential development shall be a minimum of three (3) caliper inches in size and all Accent/Ornamental/Under-Story Trees shall be a minimum of four (4) feet in total height unless otherwise provided within this document.
  - (2) Single Family Landscaping. Prior to the issuance of a Certificate of Occupancy (CO) all single-family lots shall conform to the following:
    - i) Interior Lots. All interior lots shall include a minimum of two (2) trees with a diameter at breast height (dbh) [i.e. the diameter in inches of a tree as measured through the main trunk at a point of four and one-half (4½) inches above the natural ground level] of three (3) inches shall be planted in the front yard, and two (2) additional trees of the same caliper inch shall be planted in the side yard facing the street for corner lots.

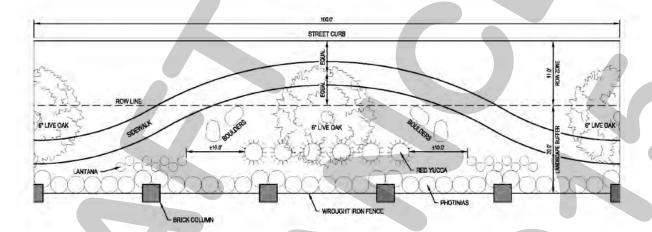
Note: For the purposes of this section only, the term "front yard" includes the area within the dedicated right-of-way for a parkway immediately adjoining the front yard of the lot.

- ii) Corner Lots. All corner lots shall include a minimum of two (2) trees with a diameter at breast height (dbh) [i.e. the diameter in inches of a tree as measured through the main trunk at a point of four and one-half (4½) inches above the natural ground level] of three (3) inches shall be planted in the front yard of an interior lot.
- (3) Landscape Buffers. All landscape buffers and plantings located within the buffers shall be maintained by the Homeowner's Association (HOA).
  - (a) Landscape Buffer and Sidewalks (Discovery Boulevard). A minimum of a 15-foot landscape buffer shall be provided along the frontage of Discovery Boulevard, and shall incorporate ground cover, a built-up berm and/or shrubbery or a combination thereof along the entire length of the frontage. Berms and/or shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, at least one (1) canopy tree shall be planted per 30-feet of linear frontage.
  - (b) Landscape Buffer (Rochell Road). A minimum of a 20-foot landscape buffer shall be provided along the frontage of Rochell Road (outside of and beyond any required right-of-way dedication), and shall incorporate ground cover, a built-up berm and/or shrubbery or a combination thereof along the entire length of the frontage. Shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, at least three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage. The landscape buffer along Rochell Road shall general conform to the following illustration [i.e. Illustration 3].

# **Exhibit 'D':**PD Development Standards

Illustration 3: Landscape Buffer along Rochell Road.

#### DISCOVERY LAKES SUBDIVISION



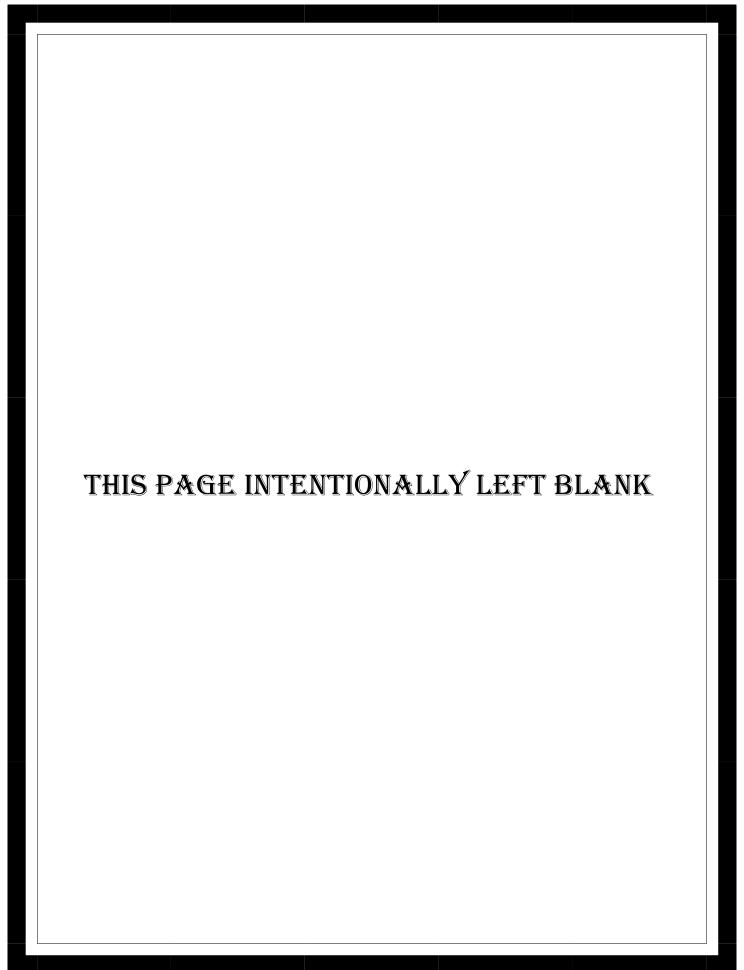
## ROCHELL ROW / LANDSCAPE BUFFER EXHIBIT FOR ILLUSTRATION PURPOSES ONLY

- (c) Landscape Buffer (SH-276). A minimum of a 25-foot landscape buffer shall be provided along the frontage of SH-276, and shall incorporate ground cover, a built-up berm and/or shrubbery or a combination thereof along the entire length of the frontage. Shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, at least three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage. In addition, all buffer-strip planting requirements shall conform to the requirements of Section 6.14, SH-276 Corridor Overlay (SH-276 OV) District, of Article V, District Development Standards, of the Unified Development Code (i.e. minimum four [4] inch caliper trees required).
- (4) Irrigation Requirements. Irrigation shall be installed for all required landscaping located within common areas, landscape buffers and/or open space. Irrigation installed in these areas shall be designed by a Texas licensed irrigator or landscape architect and shall be maintained by the Homeowner's Association (HOA).
- (5) Hardscape. Hardscape plans indicating the location of all sidewalks and trails shall be reviewed and approved with the PD Site Plan.
- (g) Lighting. Light poles shall not exceed 20-feet in total height (i.e. base and lighting standard). All fixtures shall be directed downward and be positioned to contain all light within the development area.
- (h) Sidewalks.
  - i) Internal Sidewalks. All sidewalks adjacent to an interior residential street shall begin 5½-feet from the back of curb and be five (5) feet in overall width.

# PD Development Standards

- ii) Sidewalks Adjacent to Rochell Road and Discovery Boulevard. All sidewalks adjacent Rochell Road and Discovery Boulevard shall begin two (2) feet inside the right-of-way line and be five (5) feet in overall width.
- (i) Open Space. The development shall consist of a minimum of 20% open space as calculated from the gross land area, and generally conform to the Concept Plan contained in Exhibit 'C' of this ordinance. Existing floodplain shall be counted at a rate of ½-acre for every acre provided (e.g., 10-acres of floodplain would count as 5-acres of open space). The Homeowner's Association (HOA) shall maintain all open space areas.
- (j) Neighborhood Signage. Permanent subdivision identification signage shall be permitted at all major entry points for the proposed subdivision. Final design and location of any entry features shall be reviewed and approved with the PD Site Plan.
- (k) Community Center. A site plan, landscape plan and building elevations shall be required for the proposed Community Center and shall be subject to site plan approval by the Planning and Zoning Commission prior to construction.
- (I) Homeowner's Association (HOA). A Homeowner's Association shall be created to enforce the restrictions established in accordance with the requirements of Section 38-15 of the Subdivision Regulations contained within the Municipal Code of Ordinances of the City of Rockwall. The HOA shall also maintain all neighborhood parks, trails, open space and common areas, irrigation, landscaping, amenity centers, screening fences associated with this development.
- 4. Buried Utilities. New distribution power-lines required to serve the Subject Property shall be placed underground, whether such lines are located internally or along the perimeter of the Subject Property, unless otherwise authorized by the City Council. New transmission power-lines, or distribution lines of a size not typically or cost effectively placed underground (3-phase lines), or additional lines that are added to existing poles, may be above ground, if located along the perimeter of the Subject Property. The Developer shall not be required to re-locate existing overhead power-lines along the perimeter of the Subject Property. Temporary power-lines constructed across undeveloped portions of the Subject Property to facilitate development phasing and looping may be allowed above ground, but shall not be considered existing lines at the time the area is developed, and if they are to become permanent facilities, such lines shall be placed underground pursuant to this paragraph. Franchise utilities shall be placed within a ten (10) foot public utility easement behind the sidewalk, between the home and the property line.
- 5. *Variances*. The variance procedures and standards for approval that are set forth in the Unified Development Code shall apply to any application for variances to this ordinance.

Z2015-016: Discovery Lakes (AG to PD) Ordinance No. 15-XX; PD-XX





# **MEMORANDUM**

TO: Mayor and City Council

FROM: Rick Crowley, City Manager

DATE: July 17, 2015

SUBJECT: Request from Dr. Umar Burney

Discuss and consider a request from Dr. Umar Burney for waiver of fees owed on a development which includes a medical office building (Ortho Specialists of Dallas) located on Summer Lee Drive behind the Aldi building. The fees for which he will request waiver include:

Road Pro-Rata 419 LF @ \$95.12/LF = \$39, 855.28 Water Pro-Rata 419 LF @ \$38.80/LF = \$16, 257.20 \$56, 112.48

The City paid for the construction of Summer Lee Drive based on the plan that pro-rata pay back would be charged to future development. The following developments have paid the same pro-rata development fees on Summer Lee:

Aldi \$47, 834.88 Dunkin Donuts \$7, 638.64

Mary Smith was also contacted earlier by Alma Williams requesting the doctor be allowed to pay fees out over time. Frank Garza has indicated that a pay out plan would not be legal.

The fees which he has requested for waiver are not the only fees that are due on the development project. A copy of a memorandum from Assistant City Engineer Amy Williams provides additional detail as to other fees that are/will be due.

The fees for this project are those which have been adopted and apply to all development in the city with the exception of the pro-rata fees. Had the city not built Summer Lee several years ago, any development on Summer Lee would have been responsible for building the roadway and the water line for which pro-rata is being collected.

Dr. Burney would like to address the Council to request waiver of fees and to "highlight the importance of the Orthopedic Specialists of Dallas building project to members of the City Council" as indicted in his e-mail attached.

# Crowley, Rick

From:

Umar Burney ← Single Control of the Sent:

Crowley, Rick To:

Kelly McSperitt; John Zavala Cc:

# Rick,

Thanks for your time this afternoon.

As discussed in out phone conversation and if possible, I would like to highlight the importance of the Orthopedic Specialists of Dallas building project to members of the City Council this coming Monday evening, July 20th.

Looking forward to your response

Sincerely

M Umar Burney MD

Sent from my iPhone

# Memo

From: Amy Williams, Assistant City Engineer

Date: July 2, 2015

Re: Orthopedic Specialists of Dallas Engineering Fees (14,150 Sq. Ft Medical Office), 1301

Summer Lee, Ridge/Summer Lee Addition, Lot 3, Block A (1.612 acres)

Listed below are the required Engineering fees:

# **Medical Office Site:**

1. 4% Engineering Fee- \$56,436 x 4.0%= **\$2257.44**;

2. Siren Fee- \$17.18 per acre; 1.612 acres x \$17.18= \$27.69.

3. Summer Lee Pro-Rata: **\$56,112.48** 

Road: 419 LF x \$95.12/LF = \$39,855.28

Water: 419 LF x \$38.80/LF = \$16,257.20

# **TOTAL ENGINEERING FEES: \$58,397.61 (Not including Impact Fees and Meter Fees)**

# FOR BUILDING DEPARTMENT USE ONLY:

# Medical Office (14,150 S.F.), 1301 Summer Lee:

- 1. Wastewater Impact Fee is \$6,181.44 per 1 1/2" meter = \$6,181.44 for 1, 1 1/2" meters (domestic); to be collected with building permit;
- 2. Water Impact Fees: \$7,777.63 per 1 1/2" meter= \$7,777.63 for 1, 1 1/2" meter (domestic); to be collected with building permit;
- 3. Water Impact Fees: \$3,888.82 per 1" meter= \$3,888.82 for 1, 1" meters (irrigation); to be collected with building permit;

- 4. Meter Fee: 1 1/2" Commercial, \$555.39/each= \$555.39 for 1, 1 1/2" meter; to be collected with building permit;
- 5. Meter Fee: 1" Commercial, \$324.57/each= \$324.57 for 1, 1" meter; to be collected with building permit;
- 6. Sewer Tap Fee: 1 at \$50.00 per each= \$50.00; to be collected with building permit
- 7. Roadway Impact Fee (Medical Office) \$2474.16 per 1000 SF; 14,150 SF x \$2474.16/1000 SF = \$35,009.36; to be collected with building permit;

## SUMMARY

418

# **IMPACT FEE SUMMARY (For Building Department Use Only):**

Water: \$11,666.45

Sewer: \$6,181.44

Roadway: \$35,009.36

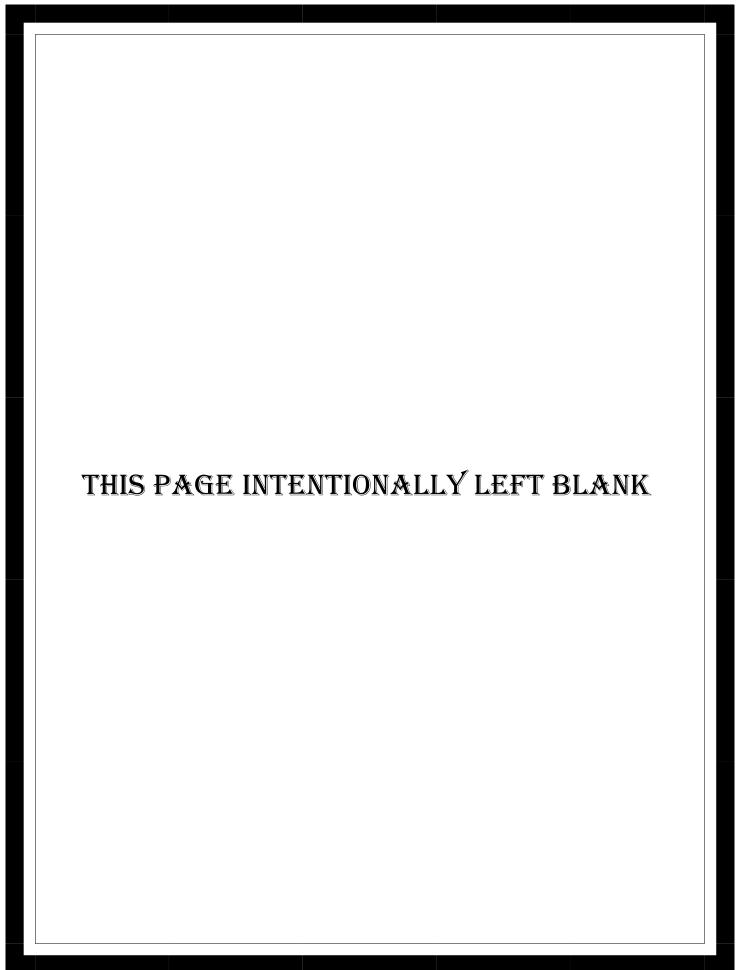
# **METER FEE SUMMARY (For Building Department Use Only):**

1 1/2" (1): \$555.39

1" (1): \$324.57

# **SEWER TAP FEE SUMMARY (For Building Department Use Only):**

**6" (1):** \$50.00



# CITY OF ROCKWALL CITY COUNCIL MEMO

**AGENDA DATE:** 07/20/2015

**APPLICANT:** Jimmy Strohmeyer; *Strohmeyer Architects, Inc.* 

AGENDA ITEM: SP2015-015; H&G Supply Co.

# **SUMMARY:**

Discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects, Inc. on behalf of Elias Pope of 8020 Restaurants, LLC for the approval of variances to the natural stone and masonry material requirements stipulated by Article V, District Development Standards, of the UDC in conjunction with an approved site plan for a restaurant on a 0.90-acre parcel of land identified as Lot 3, Block A, Harbor District Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 32 (PD-32), situated within the IH-30 Overlay (IH-30 OV) District, located at the southeast corner of the IH-30 Frontage Road and Sunset Ridge Drive, and take any action necessary.

# **PURPOSE:**

On June 12, 2015, the applicant submitted an application for a site plan showing the proposed layout of a 6,800 SF restaurant on a 0.90-acre parcel of land. The subject property is located directly north of Trend Tower adjacent to the IH-30 Frontage Road and Sunset Ridge Drive, and is zoned Planned Development District 32 (PD-32) [Ordinance No. 10-21].

# **DENSITY AND DIMENSIONAL REQUIREMENTS**

According to Ordinance No. 10-21, the proposed use (i.e. a restaurant, 2,000 SF or more, without a Drive-Thru or Drive-In) is permitted by-right in the Summit Office Subdistrict. The submitted site plan, building elevations, landscape plan, and photometric plan conform to the technical requirements contained within the Unified Development Code (UDC) and Planned Development District 32 (PD-32) with the exceptions of the items listed in the Variance section of this case memo. A summary of the density and dimensional requirements for the subject property is as follows:

Ordinance Provisions	Zoning District Standards	Conformance to the Standards				
Minimum Lot Area	6,000 SF	0.90-Acres; In Conformance				
Minimum Lot Width	60-Feet	217.09-Feet; In Conformance				
Minimum Lot Depth	100-Feet	173.70-Feet; In Conformance				
Minimum Build-to-Line (Sunset Ridge Drive)	10-Feet	17-Feet; In Conformance				
Minimum Setback (Sunset Ridge Drive)	5-Feet	17-Feet; In Conformance				
Maximum Permitted Encroachment <sup>1</sup>	5-Feet	2-Feet; In Conformance				
Maximum Height	8 Stories or 120-Feet	38-Feet; In Conformance				
Maximum Mechanical Screen Height	20-Feet	6½-Feet; In Conformance				
Minimum Masonry Requirement	90%	25%-39%; Variance Requested				
Minimum Stone Requirement	20% Natural or Quarried	0%, Variance Requested				
Minimum Parking Spaces Required	68	53/15 <sup>2</sup> ; In Conformance				
Maximum Lot Coverage	60%	17.4%; In Conformance				

#### Notes:

<sup>1:</sup> Canopies, awnings, balconies and roof overhangs may encroach over the Build-to-Line.

<sup>&</sup>lt;sup>2</sup>: 53 surface parking spaces are provided and 15 will be located in the Trend Tower garage. This will not put surface parking over the 20% maximum.

# **VARIANCES:**

Based on the applicant's submittal staff has identified the following variances:

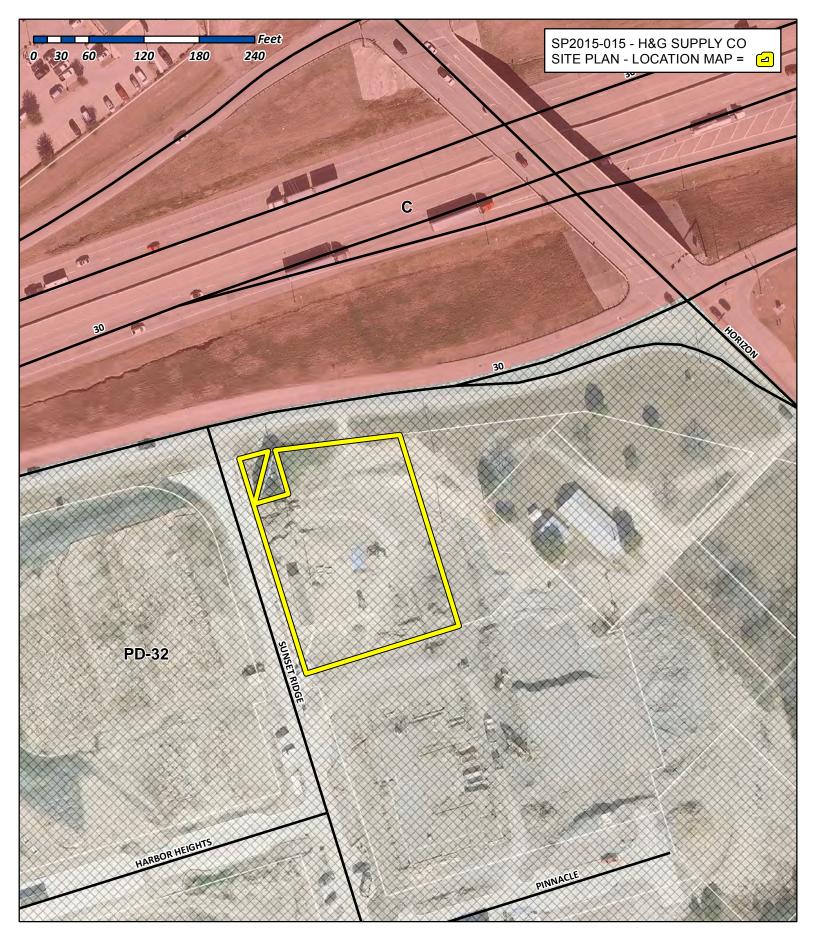
- 1) Building Materials.
  - a) Stone Requirements. According to Section 6.6, IH-30 Overlay (IH-30 OV) District, of the UDC each exterior wall should incorporate a minimum of 20% natural or quarried stone. In this case, the applicant is requesting to use an even mixture of burnished block (25%-39%), tile (29.5%-37%), metal and wood (22%-28%) to provide a building that both compliments and contrasts the adjacent architecture.
  - b) Masonry Material Requirements. According to Section 6.6, IH-30 Overlay (IH-30 OV) District, of the UDC exterior walls should be constructed utilizing a minimum of 90% masonry materials and a maximum of 10% secondary materials. The applicant is requesting a variance to this standard for the purpose of utilizing a mixture of burnished block, tile, metal and wood. The burnished block is the only masonry material being proposed for this building and ranges from 25%-39% of the exterior building facades. It should be mentioned that the masonry materials have been waived on other buildings within the district (e.g. Trend Tower, Spring Hill Suites, Hilton) in past site plan cases.

# **ARCHITECTURAL REVIEW BOARD (ARB):**

On June 30, 2015, the Architectural Review Board (ARB) reviewed the proposed site plan and building elevations. The ARB, stated that the proposed design of the building complimented the district and would provide a nice contrast with regard to the adjacent architecture. They did recommend that the applicant consider providing an architectural element (e.g. windows, signage band, etc.) on the second floor façade on the eastern elevation. The applicant has submitted changes showing additional windows being added to this wall that demonstrate conformance to the ARB's recommendation.

# **PLANNING & ZONING COMMISSION:**

At the July 15, 2015, the Planning & Zoning Commission made a motion to approve the site plan and recommend approval of the requested variances by a vote of 7-0.





# City of Rockwall

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (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.



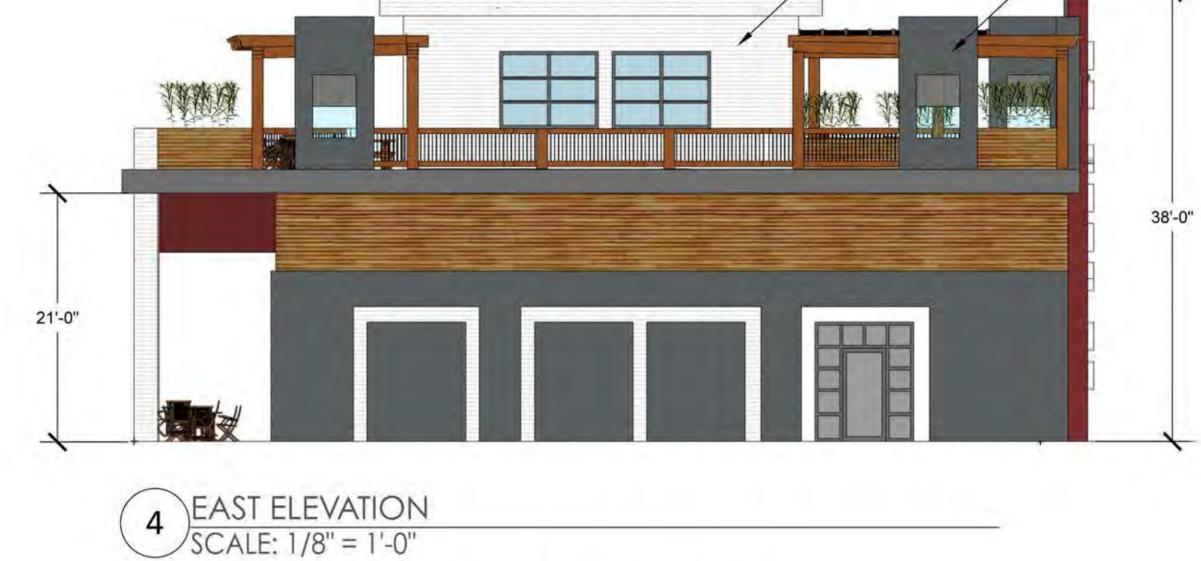
MATERIAL SCHEDULE WOOD LOUVERS -METAL PANEL -



METAL (PAINT) -

3 NORTH ELEVATION SCALE: 1/8" = 1'-0"

TOTAL BUILDING WALL HARD SURFACE: 2,066.5 SF TOTAL BURNISHED BLOCK: 521 SF = 25% TOTAL SUBWAY TILE: 761 SF = 37% TOTAL WOOD LOUVERS: 454 SF = 22% TOTAL METAL PANEL: 330.5 SF = 16%



TOTAL BUILDING WALL HARD SURFACE: 1912 SF TOTAL BURNISHED BLOCK: 746.5 SF = 39% TOTAL SUBWAY TILE: 562.5 SF = 29.5% TOTAL WOOD LOUVERS: 441 SF = 23% TOTAL METAL PANEL: 162 SF = .8.5%



WEST ELEVATION - SUNSET RIDGE SCALE: 1/8" = 1'-0"

TOTAL BUILDING WALL HARD SURFACE: 1,676 SF TOTAL BURNISHED BLOCK: 440.5 SF = 26% TOTAL SUBWAY TILE: 584 SF = 35% TOTAL WOOD LOUVERS: 473.5 SF = 28% TOTAL METAL PANEL: 178 SF = 11%



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

WHITE SUBWAY TILE

**BURNISHED BLOCK** 

**GRAND BLANC** 

UNICORN

TOTAL BUILDING WALL HARD SURFACE: 2,074.5 SF TOTAL BURNISHED BLOCK: 626 SF = 30% TOTAL SUBWAY TILE: 685 SF = 33% TOTAL WOOD LOUVERS: 559.5 SF = 27% TOTAL METAL PANEL: 204 SF = 10%



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

- ROOF DECK

SCHEMATIC DESIGN

**NOT FOR** CONSTRUCTION

# **ROCKWALL COUNTY**

**8020 RESTAURANTS LLC** C/O HG SPLY CO. **ROCKWALL, TX** 2008 GREENVILLE AVE **DALLAS, TX 75206** 

**HG SPLY CO** SUNSET RIDGE **ROCKWALL, TEXAS** 

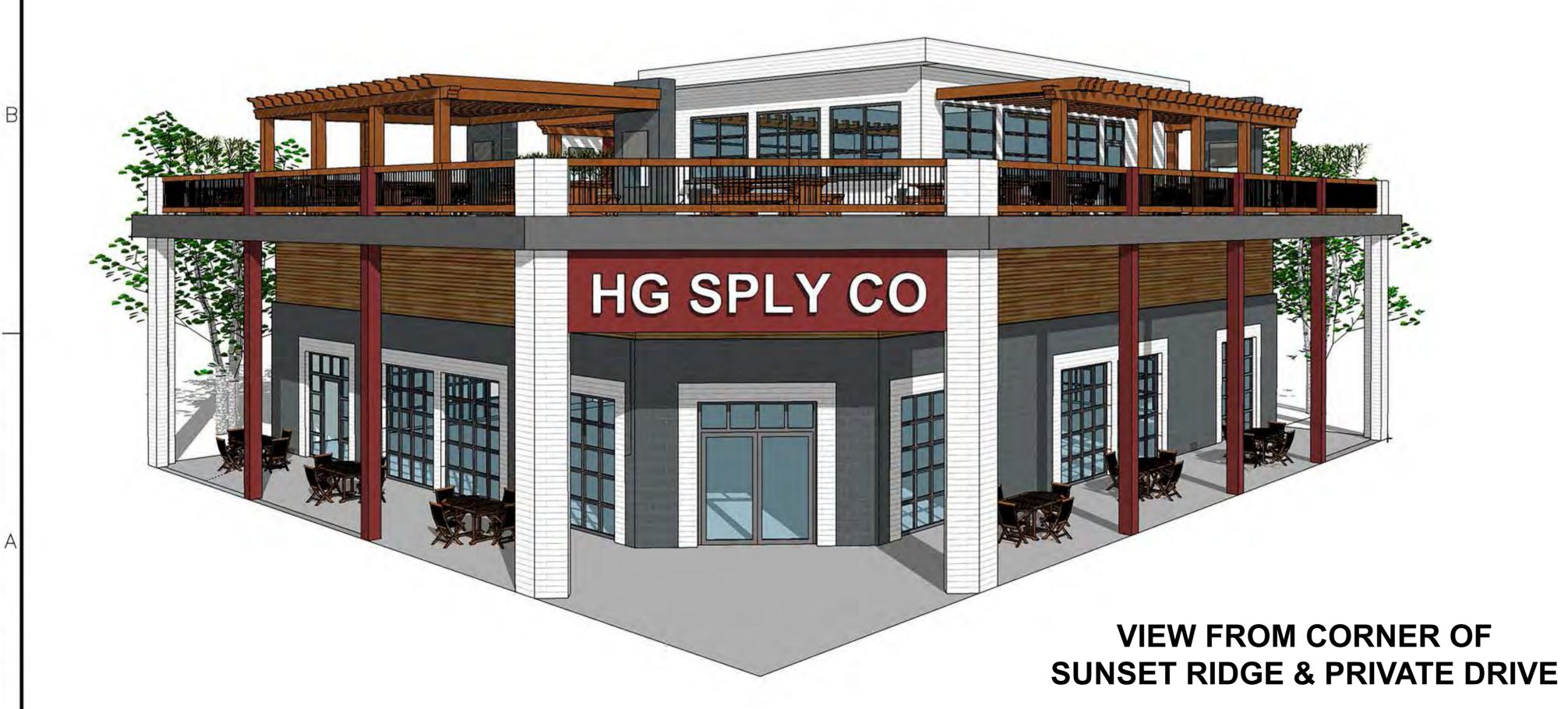
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© 2015 Strohmeyer Arc	hitects, Inc.
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SP2015-015

jimmystrohmeyer s/HG SPLY-061115







Consultants:

CIVIL:

STRUCTURAL:

MEP:

FOOD SERVICE:

LANDSCAPING:

SCHEMATIC DESIGN

NOT FOR CONSTRUCTION

**ROCKWALL COUNTY** 

8020 RESTAURANTS LLC

C/O HG SPLY CO.

ROCKWALL, TX

2008 GREENVILLE AVE

DALLAS, TX 75206

HG SPLY CO

SUNSET RIDGE ROCKWALL, TEXAS

Project Number: Drawing Date: 051502 06/11/2015

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Revisions

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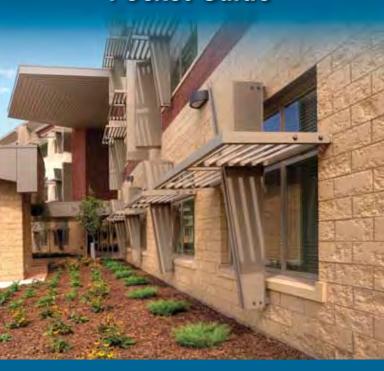
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Jun 12, 2015 — 3:09am User: jimmystrohmeyer /Users/jimmystrohmeyer/Documents/HG SPLY-061115-ELEV-;

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# Masonry Quick Reference Pocket Guide





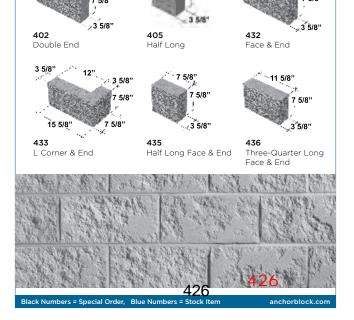
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#### Trattino™ finish

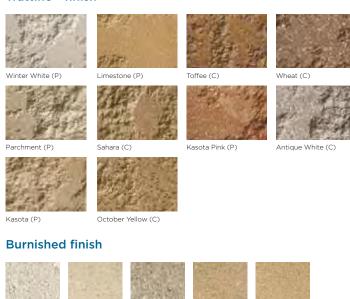
15 5/8"

A smooth and unfilled textured surface provides a random appearance that emulates the look of natural travertine.

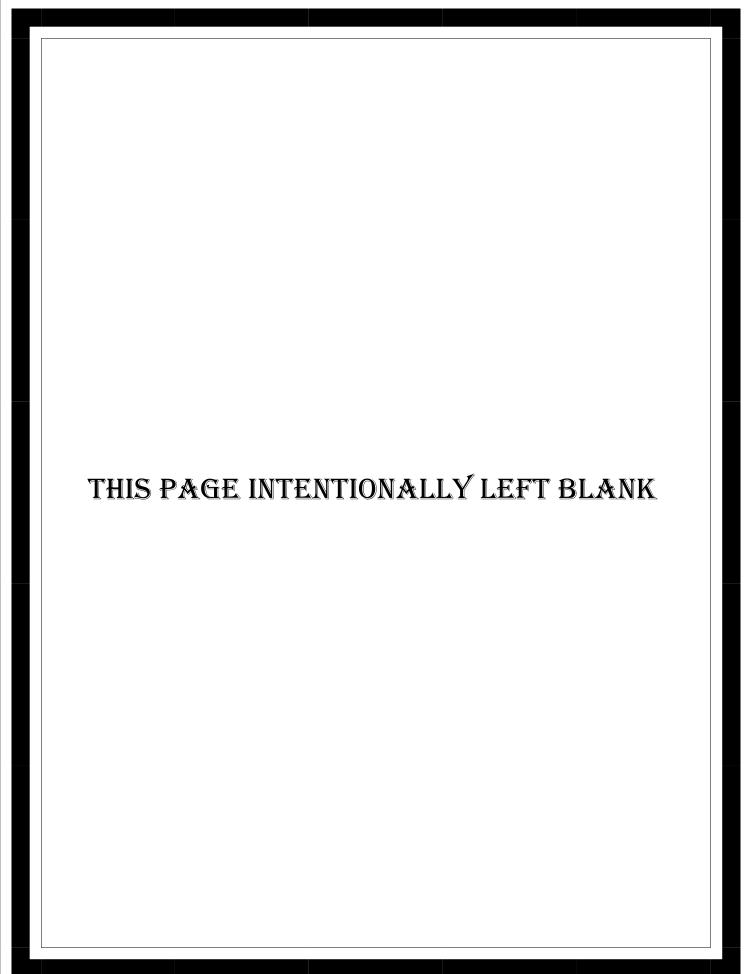
- · Ideal for exterior or interior applications
- Available in veneer and structural block sizes.



#### Trattino™ finish









**TO:** Mayor and City Council

FROM: Ryan Miller, *Planning Manager* 

**CC:** Rick Crowley, City Manager

Robert LaCroix, Director of Planning

**DATE:** July 20, 2015

**SUBJECT:** Expiring 212 Agreement (*A2015-001*)

In December of 2008, the City Council approved actions executing a 212 Development Agreement [Case No. A2008-003] with various members of the Zollner family concerning property located within the Extraterritorial Jurisdiction (ETJ) of the City (see Exhibits 'A' & 'B'). As part of the 212 Development Agreement, the property owners were approved for an initial term of seven (7) years from the date the agreement was executed. With this contract due to expire in December 2015 and in accordance with Section 12 of the approved 212 Development Agreement staff has sent out a written notification to the Zollner family notifying them of the expiration date. This notification was sent out on May 26, 2014. According to Section 12 of the current agreement (see Exhibit 'D' for complete document):

Section 12. Term and Extension. The initial term of this Agreement shall be for a period of seven (7) years from the Effective Date (the "Term"). The Effective Date of the Agreement shall be the date the Agreement is executed by the City. At least 180 days prior to end of the Term of the Agreement, the City shall notify the Owners in writing that the Agreement is due to expire. If Owners desire to extend the operation of this Agreement beyond its Term, the Owners, at least 150 days prior to the end of the Term, shall submit a written request to the City for such an extension (an "Extension Request"). The City, at least 90 days prior to the end of the Term shall notify Owners in writing, delivered by certified mail, with respect to its decision whether to extend this Agreement for an additional term (referred to as a "Subsequent Term"). In the event such written notice from the City of its decision is not received by the Owners at least 90 days prior to the end of that Term such Extension Request is deemed granted and this Agreement continues for another Subsequent Term.

Staff has received the extension request from Zula Kay Aaron on behalf of the Zollner Brooks Family LP (see Exhibit 'C'). The extension request submitted by the applicant does not specify a time period for the subsequent term nor does the contract stipulate a specific time period; however, the Texas Local Government Code allows for the contract to be renewed for successive time periods not to exceed 15 years with the total duration of the original contact and successive renewals or extensions not to exceed 45 years. The City Council may choose to consider to continue the 212 Development Agreement for a subsequent term or elect to annex these areas at the termination of this agreement. Regardless of the City Council's choice, staff will be required to send a letter via certified mail notifying the affected property owner of the City's choice by September 23, 2015.

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# Exhibit 'A' 212 Development Schedule

Case No.	Owner Name	Owner Address	City	St	Zip	Acct. No.	Legal Description	212 Term	Ag	Date Signed (Owner)	Effective Date	Expiration Date	180-day Date (City / Owner)	150-day Extension Request Deadline	90-day City Decision Deadline (Cert Mail)	Signed 212
	Benjamin H	P O Box				0137-0000-	A0137 J Lockhart, Tract 1-1,	7		12/23/200						
A2008-003	Zollner Tr	113	Rockwall	TX	75087	0001-01-OR	Acres 1.275	years	Υ	8	12/22/2008	12/22/2015	6/25/2015	7/25/2015	9/23/2015	Υ
	Zula M Zollner Brooks Family	РОВох				0022-0000-	A0022 J H Bailey, Tract 6, Acres	7		12/23/200						
A2008-003	Tr	113	Rockwall	TX	75087	0006-00-OR	40, (PT OF 485.72 AC TR)	years	Υ	8	12/22/2008	12/22/2015	6/25/2015	7/25/2015	9/23/2015	Υ
A2008-003	Zula M Zollner Brooks Family	P O Box 113	Rockwall	TX	75087	0137-0000- 0017-01-OR	A0137 J Lockhart, Tract 17-01, Acres 95.2, (PT OF 485.72 AC TR)	7 years	V	12/23/200 8	12/22/2008	12/22/2015	6/25/2015	7/25/2015	9/23/2015	V
A2000-003			NUCKWali	IA	13001		,	years		-	12/22/2000	12/22/2013	0/23/2013	112312013	3/23/2013	
A2008-003	Zula Maxine Zollner Brooks	P O Box 113	Rockwall	TX	75087	0137-0000- 0017-00-OR	A0137 J Lockhart, Tract 17, Acres 5, (PT OF 485.72 AC TR)	/ years	Υ	12/23/200 8	12/22/2008	12/22/2015	6/25/2015	7/25/2015	9/23/2015	Υ

Exhibit 'B' Location Map



# Exhibit 'C' Extension Request

07/06/2015

Attn: Rockwall City Council or To Whom It May Concern,

The Zollner/Brooks Family Ranch are aware that our 212 agreement is expiring December 22, 2015. We are requesting to have another extension. We have no plans on selling this section of property. This is our main home place and would love to keep it under the 212 agreement extension.

We are not sure if any of you know our family situation, but there has been a lot of heartbreak has happened in the last 2 years. We lost our handicap bedridden brother, then our mothers house was lost in a fire. A couple of months later our mother went to see the Lord. It has been hard emotionally. We continue to move forward and are slowly getting things done that was not possible when our mother was alive.

We know the city is growing and slowly coming out towards us. We don't care for it, but we know its growth. Our younger generation is more prepared with these changes than what our mother was. We are just glad she isn't hurting anymore.

We are not going to beg, but we hope you would kindly consider our 212 agreement being extended. Most of the previous city council came to visit the farm. If you would like to visit or have any questions, please feel free to contact us. I am representing the Zollner/Brooks Family Ranch.

Thank You.

Zula Kay Claron Zula Kay Aaron, Executor

214-356-5637

### Hobo Ranch

Over in Rockwall County near the town of Fate is one of the most unusual farms in Texas, It is an institution of human rela-

Some people call its 1600 broad black acres the Zollner Ranch, but those who work on it label it the Hobo Ranch, for the labor is entirely white transients, or those who once were transients.

Hobo, or "Bo", the forty men now there call each other, a name they resent from the public, for the public, they hold, does not distinguish between hobo, a merely transient worker, and bum, a begging drone.

Perhaps a better name would be Zollner Haven, for many men have found it so. There, a man can always find board and room on the cuff and work in season. But others have found more-a place for a vacation via change of vocation, a new start, a spot to disappear in, Stocky, quiet, redfaced, blue-eyed Henry Zollner, 54, asks few questions, a name for his books, a slip for placing in a sealed envelope in the safe with the name of next of kin and possibly their knowledge of farming. He makes only two demands; that they behave and bathe once a week, boiling their clothes. If they want to drink, fight or be filthy they must go elsewhere.

To the great farm are numerous small and several large buildings and a dining room that will seat 200, have come the range to male society—largely farm workers but also doctors who have buried their patients, lawyers who didn't prosper, men who wanted to bury themselves, a man who had farmed at Retrieve, a future district judge, the son of a State Senator, a man who built a Houston skyscraper; and the best sermon Henry Zollner ever heard was delivered on hope by a cotton chopper. All of which has taught Humanitarian Zollner you can't get too big to be humbled.

To him come young and old but mostly the old—those whom others would not hire. Strangely, old men are preferred. They can not work like the young, but they have that which youth often lacks—dependability. They work as much or as little as they wish, turn in their own time since the

farm is run on the honor system, draw their wages weekly or let them stack up. Some young men may have cheated on time, but the old ones never; and while some leave in bad seasons owing hoard and room (formerly \$3.50 a week, now \$5.25, on which Zoliner loses money), the money has always come back.

Room is steel cots or bunks, but the board means biscuits, home-raised meat and vegetables at every meal at which Zoliner and his family eat not with hoboes but people as close as kin and who call him Henry. Cook and dishwasher are kept the year around and the cook on Thanks-giving, Christmas and New Year's turns out turkey and trimmings, while on Christmas morning there are remembrances from Henry of tobacco, socks, handkerchiefs, fruit and candy for every person on the farm.

To feed from 40 men in cotton chopping time to 200 in picking season. Zollner buys several dozen sides of bacon at a time (when he can tind them), eggs by the case and butchers his own steers. During the war and days of ration points Henry, who is normally up before dawn, almost went nuts hunting supplies with the job of feeding his men requiring twice as much work and time as running the farm.

The results of all the above are unusual. Irishman J. E. Bennett 96, and called The Kld, has been there forty-five years; R. S. Cates, 80, son of a county judge, has been there fifty-two and when ten oldsters qualified for state pensions they stayed on, rather than live with relatives, and boarded at a place they love although food prices being what they are, Zollner loses money on them.

Zollner not only feeds and boards his laborers, but he takes them to hospitals when sick and down in Hackberry Creek in a pretty place amid the trees many have found eternal rest with a preacher and the Zollners always in sorrowful attendance. Some years back when an old chap passed on Henry found \$1,500 on him in a money belt. Through the little slip in the envelope in the safe, Zollner located his relatives, relatives with whom the

### By Kenneth Force

man had broken. They came, saw the haven the disappeared man had loved and used the \$1,500 to buy a Rockwall Cemetery lot for him and others from the ranch who would follow him.

Do the transients appreciate their Hobo Ranch? Zollner always has more labor than others and with whom he shares; men befriended years ago drop in for warm visits and are welcomed while some men, who became of consequence, came back to spend their vacations with the Zollners who helped them when they needed it rather than with relatives who did not. There has been only one fist fight on the ranch in five years and when two new laborers got drunk in Henry's absence others did what he would have wanted, they called the sheriff. And the only time one man tells on another is when he doesn't bathe and boil his clothes. "Henry, he ain't a boilin," they

The reasons for this Zollner haven are perhaps twofold. Matt (father of Henry) and Charlie Zollner once were wayfarers too. They left Germany as boys, went to Australia and in 1876 landed in Rockwall County. Transients they took in at first because they needed help, later to help others and when Matt Zollner was up in years and friends asked why didn't be sell out, retire and move to town Matt Zollner answered. "I'm not capable of preaching, which I think is the highest calling, so I want to do the next best thing."

Three times when the farm was losing money, Matt's Trinity University-educated, Presbyterian Sunday school teacher son, Henry, who hates the new deal, has asked himself questions: Should he change his system and rent his farm and make a better profit. should he sell out, move to town and retire or make an easier and better living on his money? Three times he has studied those questions. Three times he has come up with the answer: "Those men who have been with us all those years are as much a part of the place as I; I have an obligation to them."

Put in entirely different words he meant, " I am my brother's keeper"

-Reprinted from The Dallas Morning News of Sunday, April 27, 1947.

### CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Section 212.172 Tex. Local Gov't Code by and between the City of Rockwall, Texas (the "City") and Zula M. Zollner Brooks, individually and as Trustee of the Benjamin H. Zollner Trust ("Owners"), the property owners of the hereinafter described property (the "Property") in Rockwall County, Texas, sometimes individually or collectively referred to as "Party" or "Parties":

That property described as described in Exhibit A (by Tract), which is attached hereto and incorporated by reference herein, comprising \_\_\_\_ acres more of less, and consisting of approximately 10 Tracts of land, as depicted in Exhibit B, which is attached hereto and incorporated by reference herein.

WHEREAS, Owners represent that the Property is within the City's existing extraterritorial jurisdiction; and

WHEREAS, the City has initiated annexation proceedings for the Property in accordance with Tex. Loc. Gov't Code ch. 43; and

WHEREAS, Owners desire that portions of the Property remain in the City's extraterritorial jurisdiction ("ETJ") for the term of this Agreement, including and limited to a portion of Tract 2, and the entirety of Tracts 3, 4 and 5, but consent to the City's immediate annexation of the remaining tracts; and

WHEREAS, Owners desire that they be allowed to establish an additional two manufactured homes on Tract 2 and an additional two manufactured homes on Tract 5 at locations designated by this Agreement, which homes will not necessarily be related to farm or ranching operations on the Property, and which will not be subject to the City's development and design standards for manufactured homes; and

WHEREAS, the City desires to provide for the immediate annexation of Tract 1, a portion of Tract 2, and the entirety of Tracts 6, 7, 8, 9 and 10 lying with the City's existing ETJ, and the annexation, use and development of the Property before and after annexation, including identification of certain zoning and development standards; and

WHEREAS, Owners and the City acknowledge that this Agreement between them is binding upon the City and the Owners and their respective successors and assigns for the term of the Agreement;

WHEREAS, the Rockwall County Appraisal District records show that the Property currently is appraised for ad valorem tax purposes as land for agriculture use pursuant to Tex. Tax Code chapter 23.C; and

WHEREAS, OWNERS represent that it is their intention not to develop the Property inconsistent with this Agreement for its term; and

WHEREAS, Tex. Loc. Gov't Code section 43.035 authorizes a property owner and a municipality to enter into an agreement pursuant to Tex. Loc. Gov't Code section 212.172 for purposes of retaining land in the municipality's ETJ in exchange for the property owner's covenant not to develop the property and to authorize the municipality to apply development regulations not inconsistent with agricultural use; and

WHEREAS, Tex. Loc. Gov't Code section 212.172 authorizes the parties to a development agreement to include agreed provisions that pertain to development of land, annexation and zoning after annexation; and

WHEREAS, an agreement pursuant to section 43.035 is not a development permit for purposes of Tex. Loc. Gov't Code ch. 245; and

WHEREAS, the Parties are desirous of entering into an agreement authorized under Tex. Loc. Gov't Code sections 43.035 and 212.172; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Rockwall County;

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

Section 1. <u>Continuation of ETJ Status</u>. The City guarantees the continuation of the extraterritorial status of the following Tracts of the Property (the "Homestead Tracts") and agrees not to annex such Tracts for the term of this Agreement, as hereinafter defined, and any subsequent renewals as may be agreed upon by the Parties, subject, however, to the provisions of this Agreement, as further depicted on Exhibit C, attached hereto and incorporated herein by reference:

- (a) That portion of Tract 2 shown in cross-hatching as depicted on Exhibit C;
- (b) All of Tract 3;
- (e) All of Tract 4; and
- (d) All of Tract 5.

Section 2. <u>Annexation</u>. The Owners irrevocably consent to the immediate annexation of the following Tracts of the Property, as shown on Exhibit C:

- (a) All of Tract 1;
- (b) That portion of Tract 2 without cross-hatching, as depicted on Exhibit C;
- (c) All of Tract 6;
- (d) All of Tract 7;
- (e) All of Tract 8:
- (f) All of Tract 9; and
- (g) All of Tract 10.

Section 3. <u>Development Plan</u>. The Owners covenant and agree that use of the Homestead Tracts for the term of this Agreement and any extensions agreed to by the Parties shall be limited to agricultural uses, including farm-related and ranch-related uses and customary accessory uses, single-family detached farm or ranch dwellings, provided that no single-family dwelling may be located or constructed on a lot smaller than five (5) acres, and HUD-Code manufactured homes, as defined in Exhibit D, which is attached hereto and incorporated herein by reference, and as hereinafter limited. No more than four (4) additional manufactured homes may be located on the Homestead Tracts during the term of this Agreement, as hereinafter further limited in section 4: two (2) on Tract 2 and two (2) on Tract 5. The Owners may apply to the City for division of the land subject to this Agreement into parcels each of which is at least five (5) acres in size for the purposes set forth herein without being in violation of this Agreement. Such uses and activities constitute the development plan for the Homestead Tracts in satisfaction of Tex. Loc. Gov't Code section 212.172(b).

#### Section 4. Governing Regulations

- (A) The following Rockwall regulations, as may be amended from time to time, shall apply to any <u>future</u> development of the Homestead Tracts, provided that the application of such regulations does not result in interference with the use of the land for agricultural purposes and does not prevent the continuation of an otherwise lawful use established prior to the effective date of this Agreement or the first reading of an annexation ordinance including the property, whichever first occurs:
  - (1) The Rockwall Zoning Ordinance, Ord. No. 04-38, as amended. For purposes of evaluating any proposed development of the Homestead Tracts under the Zoning Ordinance, the regulations of the lowest intensity single-family residential district shall be used, provided, however, that regulations specifically applicable to manufactured homes under the Ordinance shall not be applicable to such structures.
  - (2) The Subdivision Regulations, Chapter 24 of the Code of Ordinances, as amended, together with Standards of Design and Construction, City of Rockwall Texas, as supplemented by the North Central Texas Council of Governments Standard Specifications for Public Works Construction, North Central Texas, 3rd Ed. 1998 (NCTCOG Manual).
  - (3) The Building Codes, Ord. No. 08-03, adopting:
    - International Building Code, 2006 Edition with regional amendments;
    - b. International residential Code, 2006 Edition with regional amendments;
    - The International Fire Code, 2006 Edition with regional amendments;

- d. International Plumbing Code, 2006 Edition with regional amendments;
- e. International Fuel Gas Code, 2006 Edition with regional amendments;
- f. Rockwall Code of Ordinances, Property Maintenance Code, 2003 Edition with regional amendments;
- g. International Private Sewage Disposal Code, 2006 Edition with regional amendments;
- h. Uniform Swimming Pool Code, 2006 Edition with regional amendments;
- International Energy Conservation Code, 2006 Edition with regional amendments;
- j. National Electric Code, 2005 Edition with regional amendments.
- k. Rockwall Code of Ordinances, Fences, with amendments;
- Rockwall Code of Ordinances, Dangerous Buildings, with amendments; and
- m. Rockwall Code of Ordinances, Moving of Buildings, with amendments.
- (4) The Sign Regulations, Section 1 (C); Section II, Section III (B) (2); (Ordinance 84-45).
- (B) If, pursuant to this Agreement, portions of the Homestead Tracts are annexed to the City following breach of the covenants by the Owners, the Parties further covenant and agree that the use and development of such land thereafter shall be subject to the regulations of the lowest intensity single-family residential district of the zoning ordinance, any provision governing placement, development or design of manufactured homes, and the subdivision regulations then in effect. In the event any portion of the Homestead Tracts following annexation is rezoned consistent with the City's approved Comprehensive Plan, as may be amended from time to time, the use and development of such land shall be governed by the regulations of the zoning district to which the land is reclassified, and other zoning and subdivision standards in effect at the time of approval of such rezoning.
- (C) Two additional manufactured homes that may be established on Tract 5 may be located only within that portion of the southeast quadrant of the tract, located within the crosshatch area shown on Exhibit E, which is attached hereto and incorporated herein by reference, and which is generally bounded by the treelines shown on Exhibit E and by the private road bordering the eastern part of Tract 5.

#### Section 5. Agreement Deemed Void in Part; Voluntary Annexation.

(A) If an Owner files any application for or otherwise commences development of any portion of the Homestead Tracts inconsistent with the development plan provided in Section 3, this Agreement shall become null and void, except as herein expressly provided otherwise.

- (B) Thereafter the City may initiate annexation of the Homestead Tracts pursuant to Tex. Loc. Gov't Code subchapter C-1, or other such other provisions governing voluntary annexation of land as may then exist. Owners expressly and irrevocably consent to annexation of the Homestead Tracts under such circumstances. The Owners further agree that such annexation by the City shall be deemed voluntary, and not subject to the requirements and procedures for an annexation plan, as required by Tex. Loc. Gov't Code section 43.052, or successor statute.
- (C) Any development application that is submitted to the City for the Homestead Tracts during the term of this Agreement or during any extension, that is inconsistent with the development plan and governing regulations, shall be denied based upon such plan and governing regulations, which collectively shall constitute regulations in effect at the time such application is submitted. The Owners expressly waive any vested rights that might otherwise arise under Tex. Loc. Gov't Code section 43.002 or Chapter 245, or successor statute, from the submittal of such inconsistent development application. The Owners further agree that no use commenced or completed on the Homestead Tracts that is inconsistent with the development plan shall be considered established or in existence prior to the date that the City annexes the Homestead Tracts pursuant to this section.
- (D) The covenants in Sections 3, 4 and 5 shall remain in effect for a period of 120 days following the lawful termination of this Agreement.

Section 5. <u>Notice of Sale</u>. Any person who sells or conveys any portion of the Homestead Tracts shall, prior to such sale or conveyance, give 30 days written notice of this Agreement to the prospective purchaser or grantee. A copy of said notice shall be forwarded to the City at the following address:

City of Rockwall City Hall 305 S. Goliad Street Rockwall, Texas 75087 Attn: City Manager

Section 6. Recording. This Agreement is to run with the Homestead Tracts and be recorded in the real property records, Rockwall County, Texas.

Section 7. <u>Severability</u>. Invalidation of any provision of this Agreement by judgment or court order shall not invalidate any of the remaining provisions which shall remain in full force and effect. It is the intent of the parties that, should it be determined that any portion of the Homestead Tracts was outside of the City's then existing ETJ at the time this Agreement took effect, the provisions of this Agreement shall apply to the remainder of the Homestead Tracts located within the City's extraterritorial jurisdiction.

waiver to enforce	Remedies. This Agreement may be enforced by either Owners or proceeding at law or in equity. Failure to do so shall not be deemed a the provisions of this Agreement thereafter. Entry into this Agreement no rights as to matters not addressed in this Agreement.
rely upon the annobut not limited to	. <u>Change in Law.</u> No subsequent change in the law regarding affect the enforceability of this Agreement or the right of any Party to exation law in effect on the Effective Date of this Agreement, including the annexation procedures contained in Tex. Loc. Gov't Code Chapter 1, sections 43.061 to 43.065.
Section 10 Texas.	0 Venue. Venue for this Agreement shall be in Rockwall County,
	1. Execution in Multiple Copies. This Agreement may be separately ridual counterparts and, upon execution, shall constitute one and same
period of seven ( the Agreement sh prior to end of th that the Agreeme Agreement beyon shall submit a wri The City, at least delivered by certi for an additional notice from the C the end of that	2. Term and Extension. The initial term of this Agreement shall be for a 7) years from the Effective Date (the "Term"). The Effective Date of all be the date the Agreement is executed by the City. At least 180 days are Term of the Agreement, the City shall notify the Owners in writing ent is due to expire. If Owners desire to extend the operation of this ad its Term, the Owners, at least 150 days prior to the end of the Term, itten request to the City for such an extension (an "Extension Request"). It 90 days prior to the end of the Term shall notify Owners in writing, fied mail, with respect to its decision whether to extend this Agreement term (referred to as a "Subsequent Term"). In the event such written city of its decision is not received by the Owners at least 90 days prior to Term such Extension Request is deemed granted and this Agreement ther Subsequent Term.
The Partie	es hereto have executed this agreement as of
Owners	
	6

The City of Rockwall, Tex	xas
Ву:	
	***
THE STATE OF TEXAS	}
COUNTY OF	}
This instrument was 2007, by	is acknowledged before me on the day of,
Notary Public, State of Texa	as as
THE STATE OF TEXAS	}
COUNTY OF	}
This instrument was 2007, by	as acknowledged before me on the day of,
Notary Public, State of Texa	as
THE STATE OF TEXAS	}
COUNTY OF	}
	7
	,

This instrument was acknowledged before, 2007, by	ore me on the day of, on behalf of the
City of Rockwall, Texas.	
	Notary Public, State of Texas
8	

### EXHIBIT A

ID 1	RCAD ACCT 0182-0000-0001-00-0R	LEGAL DESCRIPTION A0182 J H ROBNETT, TRACT 1, ACRES 5, FARM PROGRAM (PT OF 485.72 AC TR) ZULA M ZOLLNER BROOKS FAMILY TR AG EXEMPTION
2	0137-0000-0017-01-0R	A0137 J LOCKHART, TRACT 17-01, ACRES 95.2, (PT OF 485.72 AC TR) BROOKS ZULA M ZOLLNER FAMILY TR AG EXEMPTION
3	0137-0000-0017-00-0R	A0137 J LOCKHART, TRACT 17. ACRES 5, (PT OF 485.72 AC TR) BROOKS ZULA MAXINE ZOLLNER AG & HOMESTEAD EXEMPTION
4	0137-0000-0001-01-0R	A0137 J LOCKHART, TRACT 1-1, ACRES 1.275 ZOLLNER BENJAMIN H TR & MAXINE BROOKS AG EXEMPTION
5	0022-0000-0006-00-0R	A0022 J H BAILEY, TRACT 6, ACRES 40, (PT OF 485.72 AC TR) BROOKS ZULA M ZOLLNER FAMILY TR AG & HOMESTEAD EXEMPTION
6	0022-0000-0003-00-0R	A0022 J H BAILEY, TRACT 3, ACRES 58.6, (PT OF 485.72 AC TR) ISBELL ANNIE ZOLLNER ESTATE & ZOLLNER BENJAMIN H IRR TR AG EXEMPTION
7	0022-0000-0007-00-0R	A0022 J H BAILEY, TRACT 7, ACRES 63, (PT OF 485.72 AC TR) BROOKS ZULA M ZOLLNER FAMILY TR AG EXEMPTION
8	0031-0000-0022-00-0R	A0031 WM BRISCOE, TRACT 22, ACRES 171.5, (PT OF 485.72 AC TR) BROOKS ZULA M ZOLLNER FAMILY TR AG EXEMPTION
9	0114-0000-0001-00-0R	AB114 T HEATH, TRACT 1, ACRES 47.42, (PT OF 485.72 AC TR) BROOKS ZULA M ZOLLNER FAMILY TR AG EXEMPTION
10	0152-0000-0004-00-0R	A0152 J R MARRS, TRACT 4, ACRES 106, HOWELL FARM BROOKS ZULA M ZOLINER FAMILY TR AG EXEMPTION

Exhibit 'D'
Copy of the Original 212 Development Agreement

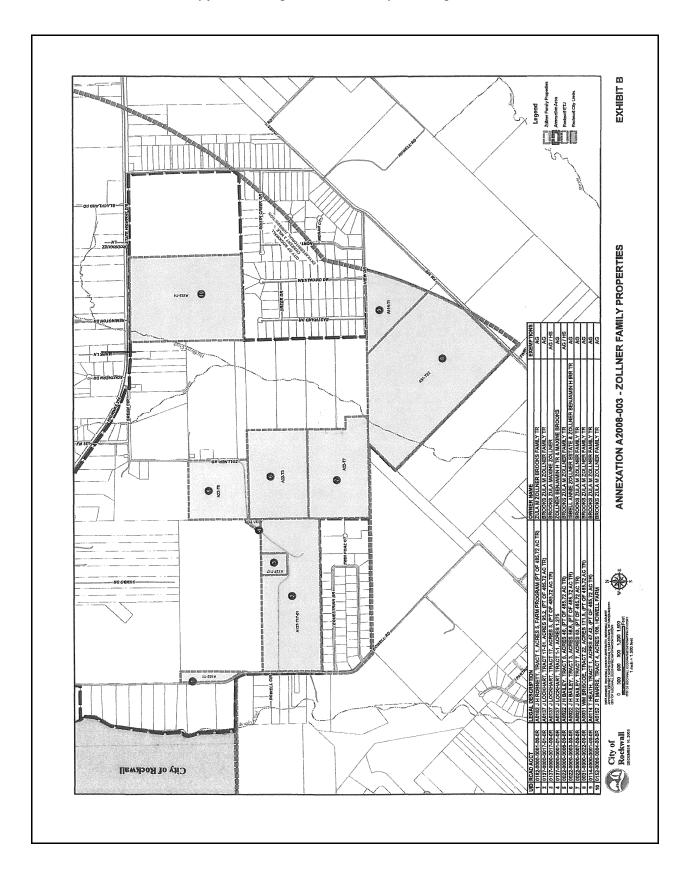
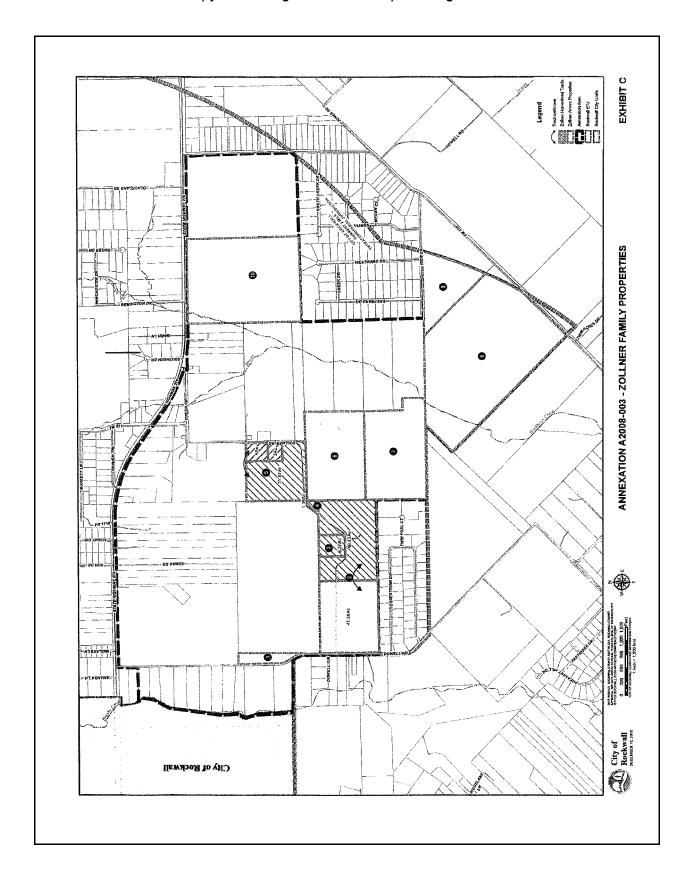


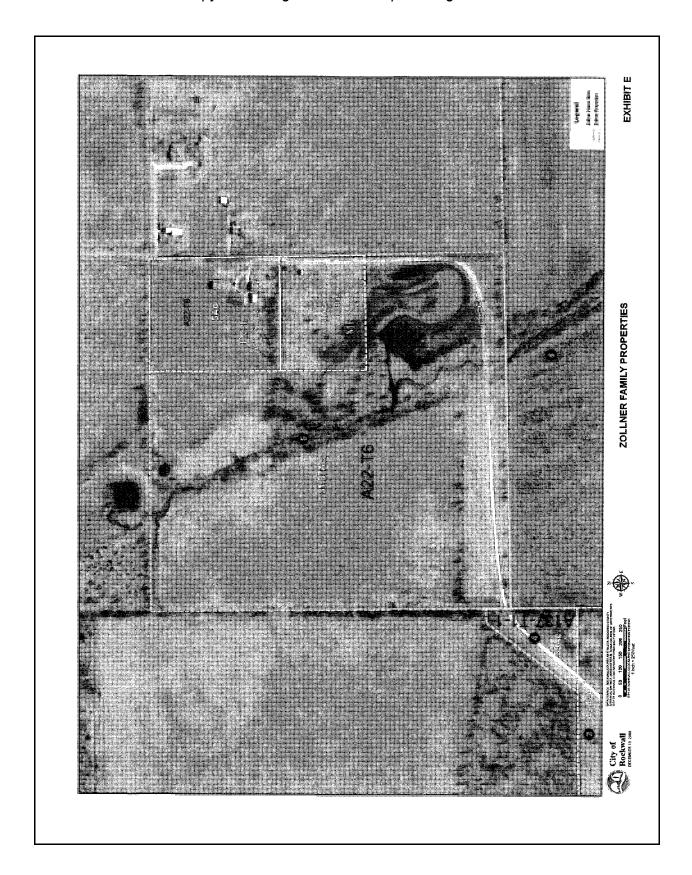
Exhibit 'D'
Copy of the Original 212 Development Agreement



#### Exhibit "D"

#### "HUD-code manufactured home"

- (A) means a structure:
  - (1) constructed on or after June 15, 1976, according to the rules of the United Stated Department of Housing and Urban Development;
  - (2) built on a permanent chassis;
  - (3) designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities;
  - (4) transportable in one or more sections; and
  - (5) in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet;
- (B) includes the plumbing, heating, air conditioning, and electrical systems of the home; and
- (C) does not include a recreational vehicle as defined by Title 24 of the Code of Federal Regulations, Section 3282.8 (g);
  - (g) Recreational vehicles. Recreational vehicles are not subject to this part, part 3280, or part 3283. A recreational vehicle is: (1) Built on a single chassis; (2) 400 Square feet or less when measured at the largest horizontal projections; (3) Self-propelled or permanently towable by a light duty truck; and (4) Designed primarily not for use a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.



#### **CITY OF ROCKWALL, TEXAS**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF ROCKWALL, TEXAS AND THE ANNEXATION OF CERTAIN TERRITORY CONSISTING OF 1496.66 ACRES OF LAND, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF ROCKWALL, TEXAS; EXCLUDING FROM ANNEXATION THOSE PARCELS FOR WHICH A NON-ANNEXATION AGREEMENT HAS BEEN EXECUTED BY THE OWNERS AND HAS BEEN APPROVED BY THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING A SAVINGS CLAUSE.

**WHEREAS**, Public Hearings were held before the governing body of the City of Rockwall, Texas, where all interested persons were provided with an opportunity to be heard on the proposed annexation of the following described territories:

**BEING** a 1496.66 acre tract of land situated in the J.H. Robinett Survey, Abstract No. 182; J.H. Bailey Survey, Abstract No. 22; J.H. Bailey Survey, Abstract No. 34; J.H. Bailey Survey, Abstract No. 45; J.H. Bailey Survey, Abstract No. 46; J. Lockhart Survey, Abstract No. 137; T. Heath Survey, Abstract No. 113; T. Heath Survey, Abstract No. 114; T. Heath Survey, Abstract No. 115; W. Briscoe Survey, Abstract No. 31; J.B. Marrs Survey, Abstract No. 152; H.K. Newell Survey, Abstract No. 167; in the County of Rockwall, Texas and being more particularly described as follows:

**BEGINNING** at a point at the most southern corner of Abstract 31, Tract 22 (171.5 ac) and the North Right of Way line of FM 550;

**THENCE** N  $45^{\circ}$  36' 29" W following along said Tract 22 West property line for a distance of 3613.00 feet to a point;

**THENCE** N 45° 15' 24" E following along said Tract 22 Northwestern property line for a distance of 856.00 feet to a point;

**THENCE** S 89° 14' 56" W following along the South property line of Abstract 22, Tract 7 for a distance of 1677.00 feet to a point;

**THENCE** N 0° 15' 34.66" E following along the East boundary of the Equestrian Meadows Addition Ph. 2 for a distance of 1103.116 feet to a point;

**THENCE** S 89° 11' 4.67" W following along the North boundaries of the Equestrian Meadows Addition Ph. 1 & 2 for a distance of 3417.21 feet to a point on the west Right of Way of Dowell Road:

**THENCE** N 00° 35' 40" W continuing with the West Right of Way of Dowell Road for a distance of 1516.547 feet to a point;

THENCE N 00° 46' 09" W a distance of 185.00 feet more or less, to a point;

THENCE N 20° 54' 16" W a distance of 46.00 feet more or less, to a point;

THENCE N 20° 54' 16" W a distance of 78.00 feet more or less, to a point;

**THENCE** N 30° 23' 02" W a distance of 99.00 feet more or less, to a point; A2008-003 Annexation Ordinance 12-22-08\_2nd reading\_revised (Page 1 of 5)

**THENCE** N 89° 26' 53" W departing the West Right of Way of Dowell Road for a distance of 103.00 feet to a point;

**THENCE** N 89° 45′ 55″ W following the North property line of Abstract 167, Tract 3-10 for a distance of 906.00 feet to a point;

**THENCE** N 89° 45' 55" W following the South property line of Abstract 182, Tract 1-2 for a distance of 155.00 feet to a point;

THENCE N 04° 52' 57" W following the City of Rockwall Limits of the for a distance of 436.67 feet to a point;

**THENCE** in a Northerly direction along the meanders of Brushy Creek and the City of Rockwall Limits as follows:

THENCE N 01° 18' 04" W a distance of 336.00 feet to a point;

THENCE N 16° 04' 47" W a distance of 287.78 feet to a point;

THENCE N 20° 48' 51" E a distance of 39.99 feet to a point;

THENCE N 25° 06' 29" E a distance of 183.45 feet to a point;

THENCE N 04° 55' 56" W a distance of 326.62 feet to a point;

THENCE N 07° 40' 13" E a distance of 1188.15 feet to a point;

THENCE N 28° 12' 33" E a distance of 394.36 feet to a point;

THENCE N 06° 28' 58" E a distance of 228.81 feet to a point;

THENCE N 30° 35' 29" W a distance of 140.72 feet to a point;

**THENCE** departing said Brushy Creek and the City of Rockwall City Limits along the north property line of Lot 3, Dowell Road Addition, N 88° 58' 08" E a distance of 747.01 feet to a point in the west Right of Way line of Dowell Road;

**THENCE** along the west Right of Way line of Dowell Road N 0° 13' 05" W a distance of 427.57 feet to a point on the on the South Right of Way of State Highway 276;

**THENCE** N 89° 09' 27.88" E following the South Right of Way of State Highway 276, a distance of 3312.396 feet to the beginning of a tangent curve to the right having a radius of 2700.00 feet;

**Continuing** along said curve to the right, through a central angle of 36° 46' 53", a distance of 1733.28, a chord length of 1703.67, tangent of 897.68 to a point;

**THENCE** S 54° 03' 39.25" E a distance of 1046.74 feet to the beginning of a curve to the left having a radius of 3490.38 feet;

Continuing along said curve to the left, through a central angle of  $15^{\circ}$  36' 54", a distance of 951.24, a chord bearing of S  $64^{\circ}$  30' 0.00" E, chord length of 948.29, tangent of 478.58 to a point;

THENCE S 04° 58' 19.44" W a distance of 80.455 feet to a point;

THENCE N 88° 52' 36.12" E a distance of 367.075 feet to a point;

**THENCE** S 84° 42' 1.79" E a distance of 269.92 feet to a point; A2008-003 Annexation Ordinance 12-22-08\_2nd reading\_revised (Page 2 of 5)

**THENCE** N 89° 30' 0.00" E a distance of 4110.45 feet to the beginning of a non-tangent curve to the right having a radius of 42264.20 feet;

**Continuing** along said curve to the left, through a central angle of 03° 12' 04", a distance of 2361.35, a chord length of 2361.04, chord bearing of S 01° 45' 49.56" E to a point;

**THENCE** S 38° 47' 34" W following the City of Rockwall extraterritorial jurisdiction line, a distance of 110.49 feet to a point;

**THENCE** S 88° 23' 59.94" W along the North boundaries of the Westview Phase 2 and 3 Additions a distance of 3680.95 feet to a point;

**THENCE** S 01° 41' 21.11" E along the West boundary of the Westview Phase 2 Addition a distance of 2716.24 feet to a point on the South Right of Way of View Drive;

**THENCE** N 88° 43' 37.01" E along the South Right of Way of View Drive a distance of 1485.10 feet to the beginning of a non-tangent curve to the right having a radius of 10350.00 feet;

**Continuing** along said curve to the left, following the City of Rockwall extraterritorial jurisdiction line, through a central angle of 13° 06' 45", a distance of 2368.67, a chord bearing of S 22° 15' 32.59" E, chord length of 2363.50, tangent of 1189.53 to a point;

**THENCE** S 44° 17' 0.00" W along the North Right of Way of FM 550, a distance of 1387.125 feet to the Point of Beginning and containing **1496.66** acres of land (65,194,563.23 square feet) more or less, save and except the following tracts, which are subject to a Chapter 212 Development Agreement ("non-annexation agreement") between the property owner(s) and City of Rockwall:

Tract Lot 3, Dowell Road Addition	Owner Sainey & Sonja Piearce	ize of Tract in 212-Agmt 3.787-Acres
Lot 4, Dowell Road Addition	Steven Sexton	3.787-Acres
Lot 6R, Dowell Road Addition	David & Amanda Turner	5.98-Acres
Lot 7R, Dowell Road Addition	Ronald & Cindy Wylie	5.98-Acres
Tract 1-5, Abstract 182	Ronald & Holly Burkett	5.761-Acres
Tracts 4 & 4-1, Abstract 34	Steve Bobalik	10-Acres
Tract 1, Abstract 45	Richard Mills	5-Acres
Tract 8, Abstract 73	Timothy White	2.77-Acres
Tract 4, Abstract 22	Harry Schroeder	30.15-Acres
Tract 4-1, Abstract 22	Ho Ming-Tao & Jui-Lien Chou	30.31-Acres
Tract 4-3, Abstract 22	Ho Ming-Tao & Jui-Lien Chou	30.31-Acres
Tract 8-3, Abstract 22	Craig Jackson	1.5-Acres
Tract 17-01, Abstract 137 (Part)	Zula M Zollner Brooks Family Tr	46.42-Acres
		(see Exhibit B-1)
Tract 17, Abstract 137	Zula Maxine Zollner Brooks	5-Acres
Tract 1-1, Abstract 137 Tract 6, Abstract 22	Benjamin H & Maxine Brooks Zol Zula M Zollner Brooks Family Tru	

The above description shall follow all existing City of Rockwall City Limit boundaries where noted

On the 2<sup>nd</sup> day of September, 2008, at 6:00 p.m. and on the 15<sup>th</sup> day of September, 2008, at 6:00 p.m. at City Hall, 385 S. Goliad, Rockwall, Texas said dates being not more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

**WHEREAS**, notice of such public hearings were published in a newspaper having general circulation in the City of Rockwall, Texas and in the territory described herein on the 21<sup>st</sup> day of August, 2008 and on the 4<sup>th</sup> day of September, 2008 and posted on the City of Rockwall

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Internet site on the 21<sup>st</sup> day of August, 2008 and on the 4<sup>th</sup> day of September, 2008, said dates being not more than twenty (20) days nor less than ten (10) days prior to the dates of such public hearings; and

WHEREAS, the territory lies adjacent to and adjoins the present boundaries of the City of Rockwall, Texas; and

**WHEREAS**, the territory above contains 1496.66 acres, save and except those 16 parcels for which non-annexations agreements have been approved by the City, containing collectively 220.7 acres more or less; and

**WHEREAS**, Texas Local Gov't Code section 43.035 provides that, prior to annexation of land which is appraised for ad valorem tax purposes for agricultural use, the municipality must first offer the landowner a non-annexation agreement pursuant to Texas Local Gov't Code section 212.172, and the landowner must decline the offer; and

**WHEREAS**, the City by letter of July 31, 2008, offered to enter into a non-annexation agreement with each **qualifying** property owner in the area to be annexed along with the notice of first public hearing, and

WHEREAS, the City by letter of October 10, 2008, offered to enter into a non-annexation agreement with all property owners in the area to be annexed, which offer was held open to a date certain, November 14, 2008, during which period the landowners were required to execute the proposed agreement; and

WHEREAS, the City has received executed non-annexation agreements for the parcels designated by hatching in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, all other offers to enter into non-annexation agreements which were not accepted by execution of such agreements by November 14, 2008, hereby are deemed to be declined by such date; and

WHEREAS, the non-annexation agreements for the parcels designated on Exhibit A were approved by the City on November 17, 2008, and on December 22, 2008, rendering the boundaries of land abutting such parcels as contiguous to the corporate limits of the City for all purposes:

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

**Section 1.** That the above recitals are hereby found to be true and correct and incorporated herein for all purposes.

**Section 2.** The land and territory more specifically described herein as Exhibit "A" attached hereto and made a part hereof, and containing 1496.66 acres which is adjacent to and adjoining the present boundaries of the City of Rockwall, Texas, is hereby added and annexed to the City of Rockwall, Texas and said territory as described herein shall hereafter be included within the boundary limits of the City of Rockwall, Texas and the present boundary limits of the City at the various points contiguous to the areas as described above, are altered and amended so as to include said area within the corporate limits of the City, save and except those parcels contained within such described territory, for which non-annexation agreements were timely executed by the owners of such parcels, as designated by hatching on Exhibit A hereto.

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(Page 4 of 5

**Section 3.** That the official map of the City is hereby amended to reflect the addition of the property described herein.

**Section 4.** The above described territory and the acres so annexed shall be a part of the City of Rockwall, Texas, and the inhabitants thereof, if any, shall be entitled to all of the rights and privileges of all citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Rockwall, Texas.

**Section 5.** That the Service Plan for the annexation area, which was made available for public inspection at the Public Hearings, is hereby approved with a copy of said plan being attached hereto and incorporated herein for all purposes and labeled Exhibit "B."

**Section 6.** That this ordinance shall take effect on December 29, 2008, in accordance with applicable law and the charter of the City of Rockwall, Texas.

Section 7. That Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Rockwall, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City of Rockwall every part of the area described in Section 2 of this ordinance. Provided, further, that if there is included within the general description of Property set out in Section 2 of this ordinance to be hereby annexed to the City of Rockwall any lands or area which are presently part of and included within the boundaries of land for which a non-annexation agreement has been approved, such parcels being as designated on Exhibit A hereto, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein. Provided further that, should the legal description of any parcel for which a non-annexation agreement has been approved fail to close or contain, or contain other defects, it is the intent of the City Council that such tracts should be excluded in accordance with the boundaries designated on Exhibit A, and that the validity of the annexation of the land not subject to such agreements shall not be affected by such defects, but rather that such land be annexed in accordance with the boundaries designated on Exhibit A.

PASSED AND APPROVED BY THE TEXAS, this day of	CITY COUNCIL OF THE CITY OF ROCKWALL, 2008.
ATTEST:	William R. Cecil, Mayor
Kristy Ashberry, Acting City Secretary	
APPROVED AS TO FORM:	
Pete Eckert, City Attorney	
1 <sup>st</sup> Reading:	
2 <sup>nd</sup> Reading:	
A2008-003 Annexation Ordinance 12-22-08_2nd reading_revi	

Exhibit 'D'
Copy of the Original 212 Development Agreement

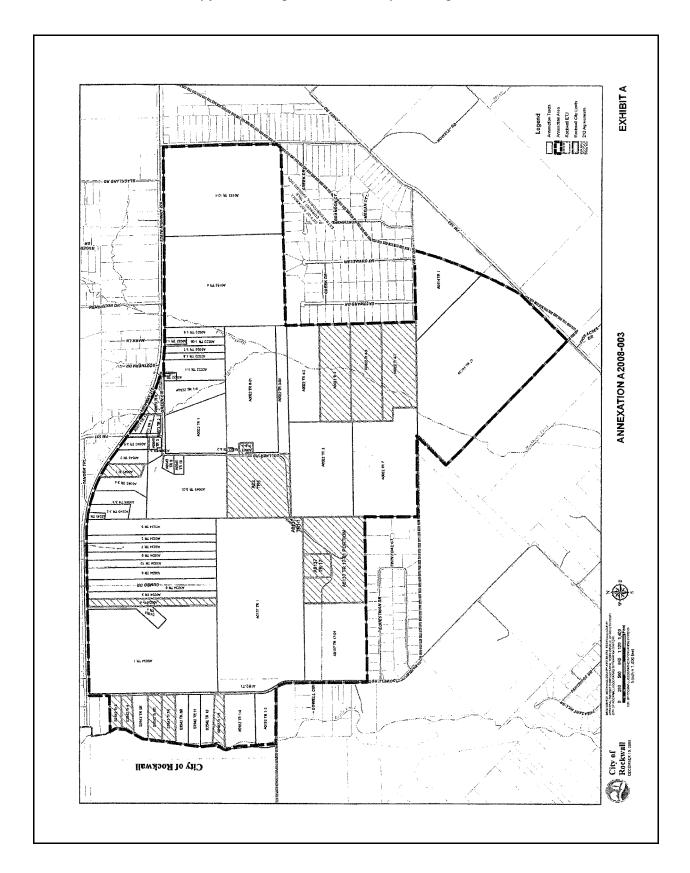


Exhibit "B"

#### SERVICE PLAN FOR ANNEXED AREA

Annexation Case No. A2008-003 City and County of Rockwall, Texas

#### **ACREAGE ANNEXED:**

Area = 1496.66 acres

#### SURVEY ABSTRACT AND COUNTY:

BEING a 1496.66 acre tract of land situated in the J.H. Robinett Survey, Abstract No. 182; J.H. Bailey Survey, Abstract No. 22; J.H. Bailey Survey, Abstract No. 34; J.H. Bailey Survey, Abstract No. 45; J.H. Bailey Survey, Abstract No. 46; J. Lockhart Survey, Abstract No. 137; T. Heath Survey, Abstract No. 114; T. Heath Survey, Abstract No. 115; W. Briscoe Survey, Abstract No. 31; J.B. Marrs Survey, Abstract No. 152; H.K. Newell Survey, Abstract No. 167; in the City and County of Rockwall, Texas and being more particularly described by metes and bounds as attached.

### DATE OF ADOPTION OF ANNEXATION ORDINANCE: December 22, 2008

Municipal services to the acreage described above shall be furnished by or on behalf of the City of Rockwall, Texas, at the following levels and in accordance with the following schedule:

#### A. Police Services:

- Patrolling, responses to calls, and other routine police services, within the limits
  of existing personnel and equipment, will be provided within 60 days of the
  effective date of annexation.
- As development and construction commence within this area, sufficient police
  personnel and equipment will be provided to continue to furnish this area the
  level of police services consistent with police services available in other parts of
  the City with land uses and population densities similar to those projected in the
  annexed area.

### B. Fire Services

- Fire protection by the present personnel and the present equipment of the fire Department, within the limitations of available water and distances from existing fire stations, will be provided to this area within 60 days of the effective date of annexation.
- As development and construction commences within this area, sufficient fire
  personnel and equipment will be provided to continue to furnish this area the
  level of fire services consistent with fire service available in other parts of the
  City with land uses and population densities similar to those projected in the
  annexed area.

(Page 1 of 8)

Exhibit "B"

#### C. Health and Code Compliance Services

- Enforcement of the City's health ordinances and regulations including, but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances, food handlers ordinances and animal control ordinances, shall be provided within this area on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
  - Complaints of ordinance or regulation violations within this area will be responded and investigated by existing personnel beginning with the effective date of the annexation ordinance.
- The City's building, plumbing, electrical, gas heating, air conditioning and all
  other construction codes will be enforced within this area beginning with the
  effective date of the annexation ordinance. Existing personnel will be used to
  provide these services.
- 3. The City's zoning, subdivision, and other ordinances shall be enforced in this area beginning on the effective date of the annexation ordinance.
- 4. All inspection services furnished by the City of Rockwall, but not mentioned above, will be provided to this area beginning on the effective date of the annexation ordinance. Any property owner or his/her assigns who in good faith has a new building or structure, as defined in the Comprehensive Zoning Ordinance, under construction on the effective date of annexation shall be exempted from these inspections for that building or structure under construction for a period of one year from the effective date of annexation. For the purpose of this ordinance "under construction" shall mean any work that requires a building permit from the City of Rockwall.
- As development and construction commence within this area, sufficient personnel will be provided to continue to furnish this area the same level of Health and Code compliance services as are furnished throughout the City.

#### D. Planning and Zoning Services

The planning and zoning jurisdiction of the City will extend to this area on the
effective date of the annexation ordinance. City planning will thereafter
encompass this property, and it shall be entitled to consideration for zoning in
accordance with the City's Comprehensive Plan, Zoning Ordinance, Landscape
Ordinance and Code of Ordinances.

#### E. Recreation and Leisure Services

- Residents of this property may utilize all existing recreational and leisure services facilities and sites throughout the City beginning with the effective date of the annexation ordinance.
- Existing parks, playgrounds, swimming pools and other recreation and leisure facilities within this property shall, upon dedication to and acceptance by the

(Page 2 of 8)

Exhibit "B"

City, be maintained and operated by the City of Rockwall.

#### F. Solid Waste Collection

Solid waste collection shall be provided to the property owner in accordance with existing City policies as to frequency and charges, beginning on the effective date of annexation except for properties that are served by a privately owned solid waste management service provider. Such properties will be allowed to continue private service for a period of two years from the effective date of annexation at which time the property will be required to begin service with a franchised solid waste contractor within the City of Rockwall.

#### G. Streets

- The City of Rockwall's existing policies with regard to street maintenance, applicable throughout the entire City, shall apply to this property beginning immediately as of the effective date of the annexation ordinance.
- As development, improvements or construction of streets to the City standards commence within this property, the policies of the City of Rockwall with regard to impact fees and participation in the cost thereof, acceptance upon completion, and maintenance after completion, shall apply.
- The same level of maintenance shall be provided to streets within this property that have been accepted by the City of Rockwall as is provided to like City streets throughout the City.

#### H. Water Services

- Connection to existing City water mains for water services for domestic, commercial and industrial use within this property will be provided in accordance with existing City policies. Upon connection to existing mains, water will be provided at rates established by City ordinance for such services throughout the City
- Water mains of the City will be extended in accordance with provisions of the Code of Ordinances and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations and will be provided as otherwise available in other parts of the City with topography, land uses, population densities similar to those reasonably contemplated or projected in the annexed area.
- Water mains which are within the annexed area and are owned and operated by the City shall be maintained beginning with the effective date of the annexation ordinance or upon acquisition by the City.
- Private water lines within this property shall be maintained by their owners, in accordance with existing policies applicable throughout the City.

(Page 3 of 8)

Exhibit "B"

#### I. Sanitary Sewer Services

- Connections to existing City sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with the existing City policies. Upon connection, sanitary sewage service will be provided at rates established by City ordinances for such services throughout the City.
- Sanitary sewer mains and/or lift stations which are within the annexed area and are connected to City mains shall be maintained by the City of Rockwall beginning with the effective date of the annexation ordinance or upon acquisition by the City.
- 3. Sanitary sewer mains of the City will be extended in accordance with the provisions of the Code of Ordinances and engineering standards and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations and will be provided as otherwise availably in other parts of the City with topography, land uses, and population densities similar to those reasonably contemplated or projected in the area.
- 4. Previously granted exceptions to the requirements of connections to the city's sanitary sewer treatment system shall be continued until such alternate systems are determined to no longer function to meet the sanitary sewer needs of the subdivision granted the exception.

#### J. Public Utilities

 Other public utilities will be provided by the City's franchisee or a provider holding a certificate of convenience issued by the state to serve that area.

#### K. Miscellaneous

 General municipal administration services of the City shall be available to the annexed area beginning with the effective date of the annexation ordinance.

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Exhibit "B"

### Annexation Schedule A2008-003

July 7, 2008 -Annexation presented to City Council for approval to proceed August 1, 2008 - Staff to prepare preliminary Service Plan and sample 212 Agreement that must be offered to qualifying property owners August 1, 2008 - Notice of 1st public hearing mailed to property owners (30 days prior to 1st public hearing) Notice of 2<sup>nd</sup> public hearing mailed to property owners (30 days prior to 2<sup>nd</sup> August 15, 2008 public hearing) Notice Sent to Paper for publication (1st public hearing) August 15, 2008 -Notification Appears in Newspaper for 1st Public Hearing (< 20 and > 10 August 21, 2008 days before public hearing). Obtain required affidavit of publication from paper Notification is posted on Internet (< 20 & > 10 days before public August 21, 2008 hearing) September 2, 2008 -First Public Hearing (< 40 and > 20 days before 1st reading) Notice Sent to Paper for publication (2<sup>nd</sup> public hearing) August 29, 2008 -Notification Appears in Newspaper for 2<sup>nd</sup> Public Hearing (< 20 and September 4, 2008 -> 10 days before public hearing). Obtain required affidavit of publication from paper Notification is posted on Internet (< 20 & > 10 days before public September 4, 2008 hearing)

October 6, 2008 - City Council Approve Annexation Ordinance (First Reading)

December 22, 2008 - City Council Final Approval. (Second Reading)

September 15, 2008 -

January 5, 2009 - Annexation Proceedings Must Be Completed Within 90 Days of First Reading of Ordinance (10/6/08)

Second Public Hearing (< 40 and > 20 days before 1st reading)

(Page 5 of 8)

Exhibit "B"

#### A2008-003 Legal Description

BEING a 1496.66 acre tract of land situated in the J.H. Robinett Survey, Abstract No. 182; J.H. Bailey Survey, Abstract No. 22; J.H. Bailey Survey, Abstract No. 34; J.H. Bailey Survey, Abstract No. 46; J. Lockhart Survey, Abstract No. 137; T. Heath Survey, Abstract No. 113; T. Heath Survey, Abstract No. 114; T. Heath Survey, Abstract No. 115; W. Briscoe Survey, Abstract No. 31; J.B. Marrs Survey, Abstract No. 152; H.K. Newell Survey, Abstract No. 167; in the County of Rockwall, Texas and being more particularly described as follows:

BEGINNING at a point at the most southern corner of Abstract 31, Tract 22 (171.5 ac) and the North Right of Way line of FM 550;

THENCE N 45° 36' 29" W following along said Tract 22 West property line for a distance of 3613.00 feet to a point;

THENCE N 45° 15' 24" E following along said Tract 22 Northwestern property line for a distance of 856.00 feet to a point:

**THENCE** S 89° 14' 56" W following along the South property line of Abstract 22, Tract 7 for a distance of 1677.00 feet to a point;

THENCE N 0° 15' 34.66" E following along the East boundary of the Equestrian Meadows Addition Ph, 2 for a distance of 1103.116 feet to a point;

**THENCE** S 89° 11' 4.67" W following along the North boundaries of the Equestrian Meadows Addition Ph. 1 & 2 for a distance of 3417.21 feet to a point on the west Right of Way of Dowell Road;

THENCE N 00° 35' 40" W continuing with the West Right of Way of Dowell Road for a distance of 1516.547 feet to a point;

THENCE N 00° 46' 09" W a distance of 185.00 feet more or less, to a point;

THENCE N 20° 54' 16" W a distance of 46,00 feet more or less, to a point;

THENCE N 20° 54' 16" W a distance of 78,00 feet more or less, to a point;

THENCE N 30° 23' 02" W a distance of 99.00 feet more or less, to a point;

**THENCE** N 89° 26' 53" W departing the West Right of Way of Dowell Road for a distance of 103.00 feet to a point;

**THENCE** N 89° 45' 55" W following the North property line of Abstract 167, Tract 3-10 for a distance of 906.00 feet to a point;

**THENCE** N 89° 45' 55" W following the South property line of Abstract 182, Tract 1-2 for a distance of 155.00 feet to a point;

THENCE N 04° 52' 57" W following the City of Rockwall Limits of the for a distance of 436.67 feet to a point;

**THENCE** in a Northerly direction along the meanders of Brushy Creek and the City of Rockwall Limits as follows:

THENCE N 01° 18' 04" W a distance of 336.00 feet to a point;

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Exhibit "B"

THENCE N 16° 04' 47" W a distance of 287.78 feet to a point;

THENCE N 20° 48' 51" E a distance of 39.99 feet to a point;

THENCE N 25° 06' 29" E a distance of 183.45 feet to a point;

THENCE N 04° 55' 56" W a distance of 326.62 feet to a point;

THENCE N 07° 40′ 13" E a distance of 1188.15 feet to a point;

THENCE N 28° 12' 33" E a distance of 394.36 feet to a point;

THENCE N 06° 28' 58" E a distance of 228.81 feet to a point;

THENCE N 30° 35' 29" W a distance of 140.72 feet to a point;

**THENCE** departing said Brushy Creek and the City of Rockwall City Limits along the north property line of Lot 3, Dowell Road Addition, N 88° 58' 08" E a distance of 747.01 feet to a point in the west Right of Way line of Dowell Road;

**THENCE** along the west Right of Way line of Dowell Road N 0° 13' 05" W a distance of 427.57 feet to a point on the on the South Right of Way of State Highway 276;

**THENCE** N 89° 09' 27.88" E following the South Right of Way of State Highway 276, a distance of 3312.396 feet to the beginning of a tangent curve to the right having a radius of 2700.00 feet;

Continuing along said curve to the right, through a central angle of 36° 46' 53", a distance of 1733.28, a chord length of 1703.67, tangent of 897.68 to a point;

**THENCE** S 54° 03' 39 25" E a distance of 1046.74 feet to the beginning of a curve to the left having a radius of 3490.38 feet;

Continuing along said curve to the left, through a central angle of 15° 36' 54", a distance of 951.24, a chord bearing of S 64° 30' 0.00" E, chord length of 948.29, tangent of 478.58 to a point;

THENCE S 04° 58' 19.44" W a distance of 80.455 feet to a point;

THENCE N 88° 52' 36.12" E a distance of 367.075 feet to a point;

THENCE S 84° 42' 1.79" E a distance of 269.92 feet to a point;

**THENCE** N 89° 30′ 0.00″ E a distance of 4110.45 feet to the beginning of a non-tangent curve to the right having a radius of 42264.20 feet;

Continuing along said curve to the left, through a central angle of 03° 12' 04", a distance of 2361.35, a chord length of 2361.04, chord bearing of S 01° 45' 49.56" E to a point;

**THENCE** S 38° 47' 34" W following the City of Rockwall extraterritorial jurisdiction line, a distance of 110.49 feet to a point;

**THENCE** S 88° 23' 59.94" W along the North boundaries of the Westview Phase 2 and 3 Additions a distance of 3680.95 feet to a point;

**THENCE** S 01° 41' 21.11" E along the West boundary of the Westview Phase 2 Addition a distance of 2716.24 feet to a point on the South Right of Way of View Drive;

THENCE N 88° 43' 37.01" E along the South Right of Way of View Drive a distance of 1485.10 feet to the

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(Page 7 of 8)

Exhibit "B"

beginning of a non-tangent curve to the right having a radius of 10350.00 feet;

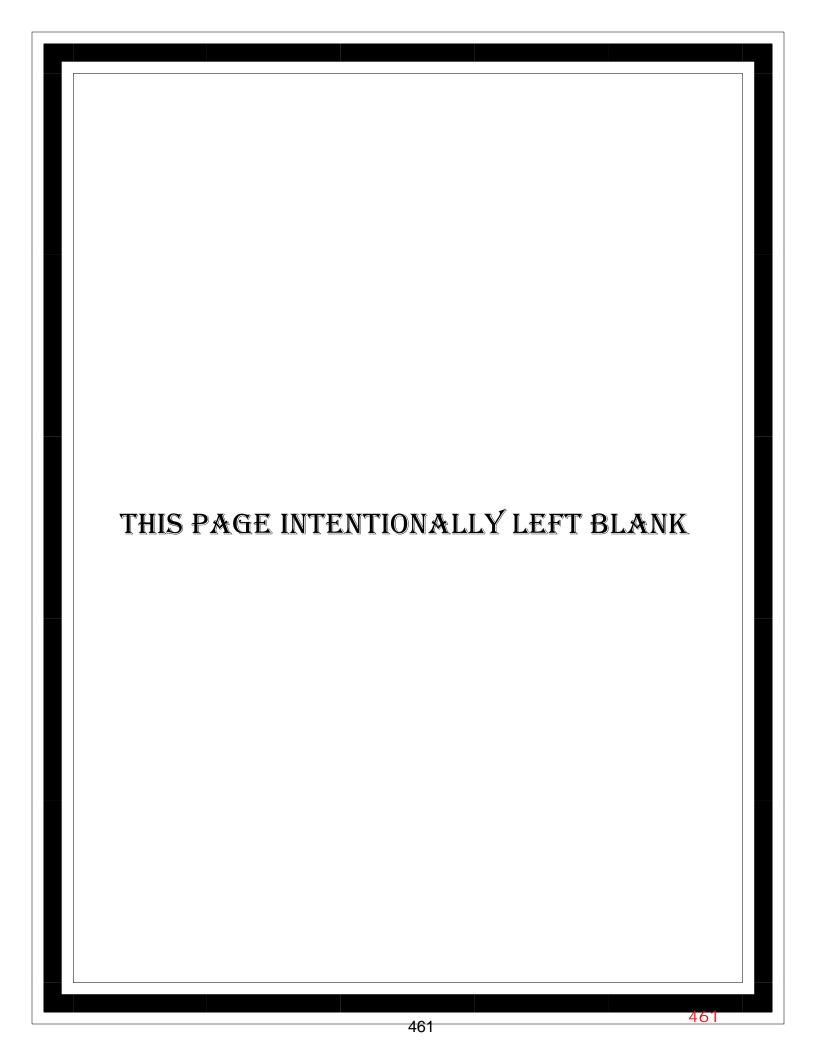
**Continuing** along said curve to the left, following the City of Rockwall extraterritorial jurisdiction line, through a central angle of 13° 06' 45", a distance of 2368.67, a chord bearing of S 22° 15' 32.59" E, chord length of 2363.50, tangent of 1189.53 to a point;

**THENCE** S 44° 17′ 0.00° W along the North Right of Way of FM 550, a distance of 1387.125 feet to the Point of Beginning and containing **1496.66** acres of land (65,194,563.23 square feet) more or less, save and except the following tracts, which are subject to a Chapter 212 Development Agreement between the property owner(s) and City of Rockwall:

<u>Tract</u>	Owner	Size of Tract in 212-Agmi
Lot 3, Dowell Road Addition	Rainey & Sonja Piearce	3.787-Acres
Lot 4, Dowell Road Addition	Steven Sexton	3.787-Acres
Lot 6R, Dowell Road Addition	David & Amanda Turner	5.98-Acres
Lot 7R, Dowell Road Addition	Ronald & Cindy Wylie	5.98-Acres
Tract 1-5, Abstract 182	Ronald & Holly Burkett	5.761-Acres
Tracts 4 & 4-1, Abstract 34	Steve Bobalik	10-Acres
Tract 1, Abstract 45	Richard Mills	5-Acres
Tract 8, Abstract 73	Timothy White	2.77-Acres
Tract 4, Abstract 22	Harry Schroeder	30.15-Acres
Tract 4-1, Abstract 22	Ho Ming-Tao & Jui-Lien Chou	30.31-Acres
Tract 4-3, Abstract 22	Ho Ming-Tao & Jui-Lien Chou	30.31-Acres
Tract 8-3, Abstract 22	Craig Jackson	1.5-Acres
Tract 17-01, Abstract 137 (Part)	Zula M Zollner Brooks Family T	r 46.42-Acres
Tract 17, Abstract 137	Zula Maxine Zollner Brooks	5-Acres
Tract 1-1, Abstract 137	Benjamin H & Maxine Brooks Z	ollner Tr 1.275-Acres
Tract 6, Abstract 22	Zula M Zollner Brooks Family T	rust 40-Acres

The above description to follow all existing City of Rockwall City Limit boundaries where noted.

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# CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Brad Griggs, Assistant City Manager

FROM: Andy Hesser, Parks and Recreation Manager

**DATE:** July 15, 2015

SUBJECT: FRANCHISE AGREEMENT WITH LEGENDS BATTING CAGES

At the April 1, 2014 Park Board meeting, Park Board heard a presentation from Leo Rodriguez of Legends Batting Cages proposing to install and operate three outdoor batting cages located within Leon Tuttle Athletic Complex. At that time, Mr. Rodriguez proposed to obtain approximately \$38,000 for pitching machines, concrete pad, poles, nets, lighting and signage contingent on Council approval. According to Mr. Rodriguez, the Rockwall Baseball Association (RBA) had committed to providing the funds to cover the cost of the three pitching machines.

Park Board voted unanimously to recommend to City Council that the city enter into a two year agreement that would automatically renew annually for one year periods for a maximum of three years with Legends Batting Cages. City Council approved the Franchise Agreement in May of 2014.

At the January 6, 2015 meeting, Park Board requested an appointment with Mr. Rodriguez to hear an update on the progress of the batting cages. At the time of the meeting no progress had been seen on site nor had any drawings been submitted for approval, per the agreement. According to Mr. Rodriguez, the pitching machines had been purchased and were in storage. He was also waiting on drawings and encountered several obstacles that have impeded progress.

Park Board voted unanimously to recommend to staff that January 16, 2015 be established as a deadline to submit and have plans approved for the batting cages. If he failed to meet that deadline, Park Board would be prepared to recommend to City Council that proper notice be given to Legends Batting Cages to terminate the agreement. Mr. Rodriguez successfully submitted plans and were approved by that deadline.

Seeing no further progress, Park Board again requested an appointment with Mr. Rodriguez for a status update at the July 7, 2015 meeting. Mr. Rodriguez stated that he was having difficulty getting a concrete contractor to provide pricing and commit to a timeline. He had however, purchased poles and netting.

The initial two year term of the contract expires May 30, 2016. According to the contract, the City must provide 30 days written notice if the Service Provider fails to meet the terms of the agreement. Park Board voted unanimously to recommend to City Council that the contract be terminated if substantial progress had not been made on site by September 1, 2015 and that the 30 day written notice is given concurrently to correspond with the September 1<sup>st</sup> deadline. A copy of the agreement and Park Board minutes are provided in your packet.

### **MINUTES**

### PARKS AND RECREATION BOARD

City Hall, 385 S. Goliad, Rockwall, TX 75087 January 6, 2015 6:00 PM

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#### Call To Order

The meeting was called to order in the Council Chambers at 6:00pm by Chairman Brad Bassett with the following Board Members present: Bob Lewis, Charles Johnson, and Wayne Larson. Board Members Ray Harton and Kevin Moffatt were absent. Also present were Parks and Recreation Manager Andy Hesser, Administrative Secretary Wendy Young, Recreation Superintendent, Andrew Ainsworth, Parks Superintendent Aaron Dobson, and Recreation Coordinator, Sarah Hurst.

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# Consider approval of amended minutes from the December 2, 2014 Park Board meeting and take any action necessary.

The minutes from the December 2, 2014 Park Board meeting were provided to the Board for their review and approval. Board Member Charles Johnson made a motion to approve the minutes. Board Member Larry Denny seconded the motion which passed by a vote of 5-0 (2 absent, Moffatt and Harton).

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# <u>Discuss and consider Castle Ridge Estates Phase III final plat and take any action necessary.</u>

Parks & Recreation Manager Andy Hesser explained that Castle Ridge Phase III is a 19.521 acre subdivision with 62 lots located west of SH 205 and north of Dalton Rd. Castle Ridge Phase III is a 19.521 acre subdivision with 62 lots located Castle Ridge is located within Park District #1. Jewel Park is the designated neighborhood park for district #1 and is already developed. Since Jewel Park does not connect to Castle Ridge, City Council approved Park Board's recommendation to accept cash-in-lieu of land fees in 2008 for phases I and II. The developer provided approximately 5.22 acres of open space to be maintained by the HOA. Within that open space the developer also proposed to provide amenities that meet or exceed the required pro-rata equipment fees. At the time of phase 1 & 2 final plats, the equipment fees required equaled \$131,120. The developer proposed building and maintaining an amenity shelter with stone and iron fence, concrete jogging trail, site furniture, landscaping and irrigation along the trail and shelter. The total value of these amenities equaled \$311,220, which clearly exceeded the minimum. Park Board made a recommendation to accept the developer's proposal and was approved by City Council. The minutes from previous meetings are included in your packet. After a brief discussion Chairman Bassett made a motion to accept cash-in-lieu of land fees for 62 lots at \$493 per lot with a total of \$30,566 including the 15 ft access right-of-way to be maintained by the HOA for the City to have access to future park land development within the City of Dallas takeline property on the west end of the property located between lots 30 and 31. Bob Lewis seconded the motion which passed by a vote of 5-0 (2 absent, Moffatt and Harton).

# Discuss and consider Eagle Scout Project proposal by Caleb Davis and take any action necessary.

Mr. Hesser announced that Caleb Davis is an Eagle Scout candidate who has proposed an educational sign project along the Squabble Creek Mountain Bike Trail. His signs will include pictures and information of native tree species that can be found along the mountain bike trail. He has worked with an arborist to identify the trees. Caleb will be responsible for raising the funds, printing the signs and installing them according to agreed upon guidelines. Installation will be coordinated with City staff and Dallas Offroad Bicycle Association (DORBA), who maintains the trail. The company he plans on using to the print the signs is i-Zone. This is the same company that the Parks Department uses on the City's way finders, park maps and interpretive signs. They are full color high definition pictures and text and have a 10 year warranty. Caleb Davis came forth and presented a powerpoint that depicted is project in full detail. Mr. Larson suggested that he get a letter from Mr. Hesser in support of his fundraising efforts so that Caleb can present the letter when requesting funding. Park Board members expressed their support and excitement in seeing this project come together. Board Member Bob Lewis made a motion to accept this Eagle Scout proposal. Board Member Larry Denny seconded the motion which passed by a vote of 5-0.

# <u>Discuss and consider Eagle Scout Project final presentation by Nick Bowyer and take any action necessary.</u>

Mr. Hesser introduced Nick Bowyer to the Board again. Mr. Hesser explained that Nick Bowyer made an Eagle Scout project proposal to Park Board at the April 2014 meeting. His project was approved to design and install a pedestrian bridge on the disc golf course on hole number nine. This bridge is intended to better assist disc golfers in crossing the creek at the tee box that may be using strollers or rolling bags/coolers. Nick Bowyer came forth and presented his final project presentation to the Board that explained some hurdles along the way, the safety guidelines he followed. A total of 238 volunteer hours worked on this project. The Board expressed their appreciation and a job well done. No action taken.

# Hear report from Leo Rodriguez regarding update on proposed batting cages at Leon Tuttle Sports Complex and take any action necessary.

Mr. Hesser stated that Park Board has requested an update on the status of this project. At the April 2014 meeting, Park Board approved a recommendation to the City Council to enter into a concession agreement with Leo Rodriguez for the purposes of providing, installing and operating batting cages at the Leon Tuttle Athletic Complex. City Council approved the agreement in May of 2014 and was subsequently executed between the City and Mr. Rodriguez. As part of the agreement, the concessionaire is required to submit drawings and information regarding the proposed equipment, supplies, dimensions and materials to be used in the batting cage for City approval prior to beginning construction and operation. To date this has not been submitted to the City staff for review. The Rockwall Baseball Softball League is scheduled to begin games on February 16<sup>th</sup>. Staff requests that Park Board consider a firm date for submission of drawings and for construction to be completed. Staff also requests Park Board to consider recommending that the contract be terminated if these dates are not met. A copy of the April 2014 Park

Board minutes and executed agreement are included in your packet. Leo Rodriguez came forth and gave an update on the progress of the batting cages. Mr. Rodriguez stated that he has been waiting on architectural drawings but they didn't come through as promised and has overcome several obstacles after getting approval to begin work on the batting After much discussion Chairman Bassett made a motion requesting Mr. Rodriguez to submit plans no later than Friday, Jan 16 at 5pm and approved by the City on Wednesday, Jan 21. If these deadlines are not met, the Board recommends termination of the contract. Board Member Denny seconded the motion which passed by a vote of 4-1 (Larson against).

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### Discuss and consider Dick's Sporting Goods sponsorship and take any action necessary.

Parks Superintendent Andrew Ainsworth explained that our agreement with Dick's Sporting Goods contract will be a 3 year contract. Dick's would be our exclusive sporting goods sponsor. The contract will include new dugout screens, coaches kits, coupons, general in store marketing support exclusive sporting goods sponsor. Board Member Denny made a motion to recommend that Staff move forward with this 3 year exclusive sponsorship.

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### Staff updates on upcoming programs and events and take any action necessary.

Parks Superintendent gave an update on Phelps Lake improvements and showed photos of the finished project of the fishing pier and kayak launch. Construction is under way at Tuttle with the parking lot being re-paved and a new fence going up around the complex. Staff is preparing a volunteer calendar for the coming year that will be included in the Fun Guide coming out next month. The Daddy Daughter Dance will be on Saturday, Jan 31st at The Hilton.

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### Adjournment

There being no further business to come before the Board at this time, the meeting was adjourned at 7:48 p.m.

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PASSED AND APPROVED BY THE PARK BOARD OF THE CITY OF ROCKWALL, TEXAS, this 3<sup>rd</sup> day of February 2015.

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127 Brad Bassett Chairman, Park Board

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Wendy Young

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Administrative Secretary

1	MINUTES
2	PARKS AND RECREATION BOARD
3	City Hall, 385 S. Goliad, Rockwall, TX 75087
4	April 1, 2014
4 5	6:00 PM
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7	Call To Order
8	The meeting was called to order in the Council Chambers at 6:00pm by Board Member Chairman Marcus Yarbrough with the following Board Members present: Charles
10 11	Johnson, Bob Lewis, Kevin Moffatt, Ray Harton, and Larry Denny. Brad Bassett was absent. Also present were Parks and Recreation Manager Andy Hesser, Administrative
12	Secretary Wendy Young and Recreation Superintendent Aaron Dobson.
13 14	Consider approval of minutes from the February 4, 2014 Park Board meeting and
15	take any action necessary.
16	The minutes from the February 4, 2014 Park Board meeting were provided to the Board
17	for their review and approval. Board member Bob Lewis made a motion to approve the
18	minutes. Board member Ray Harton seconded the motion which passed by a vote of 5-0
19	1 abstain (Denny) and 1 absent (Bassett).
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21	Discuss and consider a facility use agreement proposal at Leon Tuttle Athletic
22	Complex for the purposes of installing and operating batting cages and take any
23	action necessary.
24	Parks and Recreation Manager Andy Hesser explained Leo Rodriguez has approached
25 26	the City about the possibility of installing and operating batting cages at Leon Tuttle
	Athletic Complex. Mr. Rodriguez currently has an agreement with the City to operate the concession stand at Tuttle. He has also previously operated Legends Batting Cages
27 28	located off of Ralph Hall Pkwy. Mr. Rodriguez is proposing to obtain funding for the
29	pitching machines, concrete, poles, lighting netting and signage required to operate three
30	separate batting tunnels. The facility will be by reservation only. Staff recommends
31	considering the following terms be included in the agreement:
32	Provide necessary insurance and covers the City of Rockwall as additionally
33	insured.
34	Operator is responsible for maintenance of all equipment, signage, poles and
35	netting.
36	<ul> <li>Include severability terms at the end of the agreement period or that if the</li> </ul>
37	operator is unable to perform to the terms of the agreement that the City may have
38	first rights of refusal to acquire the equipment or it has to be removed at the
39	operator's expense.
40	Any modifications to the facility, pricing and operating hours must be approved
11	by the Parks and Recreation Department.
12	If batting cage facility is open outside of hours that Tuttle is operated by City
13	Staff, i.e. in-season practice and game nights, the operator is responsible for
14	closing and locking the facility.
15	Operator will pay the City 30% of gross revenue receipts.

47 Mr. Hesser introduced Leo Rodriguez who presented a powerpoint. Mr. Rodriguez 48 explained that he would like to propose and operate three batting cages at Leon Tuttle 49 that would include lights, sound system, coaching area, full turf mats, windscreen for shade and other additional features. The estimated total for the cages would be \$38,000. 50 51 The cages would be fully staffed at all times. Board Member Ray Harton asked what the 52 timeline would be for this project. Mr. Hesser stated that it would take the longest to 53 pour the concrete and get netting and holes finished. It would take an estimated 30 days 54 as long as funding was in place. Mr. Hesser stated that these cages would be a huge 55 amenity to our RBSL program, providing more practice time to RBSL teams than they 56 ever had. He stated that some tournament awards will require or show favoritism to 57 facilities that have batting cages, bullpens, etc. and that is not an amenity all facilities 58 have. Mr. Rodriguez explained that there would be training opportunities and clinics and 59 people could play every day all year long without regard to maintenance or weather. These would be available during the off-season when fields at Tuttle are resting. Park 60 Board Member Kevin Moffatt made a motion recommend City Council/City Manager to 61 62 consider batting cages proposal as presented. Board Member Lewis seconded the motion 63 which passed by a vote of 6-0.

#### Staff Updates

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Mr. Hesser presented a news release from North Texas Municipal Water District stating that we are under Stage 4 water restrictions and can only water once every 2 weeks through the end of April. NTMWD will meet every month to evaluate the water situation. The City will not be able to put out perennials or annuals that require frequent water. Recreation Superintendent Aaron Dobson spoke about the latest Parks and Recreation events. The Eater Egg Hunt will take place on Saturday, April 12<sup>th</sup> at Harry Myers Park. We have 25,000 pieces of candy for kids, bounces houses and petting zoo and some games. Concert lineup sent out tonight through constant contact and raving fan club. There will be 12 concerts from May 8 through July 24. Rockwall Ford and Rockwall Dodge are presenting sponsors and this is their 10<sup>th</sup> year to be presenting sponsors. The Founders Day Festival will be moved to Harry Myers Park this year due to the construction close to downtown square. The headliner for this year is Charlie Daniels Band. The RBSL League ended at 797 registered in baseball and 46 girls in softball., 9 adult softball teams just played over the weekend and we have a co-ed division and a men's league. Our first USSSA tournament will be held April 26-April 27 and is open to 8u, 10u, 12u boys divisions.

### Adjournment

There being no further business to come before the Board at this time, the meeting was adjourned at 7:32 p.m.

PASSED AND APPROVED BY THE PARK BOARD OF THE CITY OF ROCKWALL, TEXAS, this  $6^{\rm th}$  day of May 2014.

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100	Wendy Young
101	Administrative Secretary

Marcus Yarbrough Chairman, Park Board

## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into by and between Legends Batting Cages ("Service Provider"), and the City of Rockwall, Texas ("City").

WHEREAS, the City, subject to the terms and conditions set forth herein, desires to grant to the Service Provider the non-exclusive franchise, license and privilege to provide, install, maintain and operate three (3) batting cages with pitching machines.

**NOW THEREFORE**, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**Section 1.** Award of Concession Agreement. The City hereby grants to the Service Provider the non-exclusive franchise, license and privilege to provide, install, maintain and operate three (3) batting cages with pitching machines located at Leon Tuttle Athletic Complex 1550 Airport Rd. The layout and location of the batting cages must be approved by the City and may not be installed until the City has given written approval.

Section 2. Insurance. The Service Provider shall carry and maintain at all times during the term of this Agreement, or any extensions thereof, at a minimum, comprehensive liability insurance for bodily injury, including death, and property damage in the amounts of \$2,000,000 per person, and \$500,000 per occurrence, with the City being named as an additional insured. Such certificates of insurance shall be submitted annually to the Director of Parks and Recreation or his/her designee. Before commencement of services hereunder, the Service Provider agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. Such certificates of insurance shall be filed with the Parks and Recreation Director for its records. The City its officers, servants, and employees shall be named as additional insureds during the initial term and any renewals. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the City of Rockwall certificate holder."

**Section 3.** <u>Maintenance</u>. The Service Provider is solely responsible for maintenance of the batting cages, pitching machines and all improvements including but not limited to structures, supplies, equipment, signage, lighting, netting and support poles. All pitching machines shall be maintained and operated according to manufacturers recommendations.

**Section 4.** Operating hours and Fees charged. The Service Provider shall provide to the City's Park and Recreation Department a schedule of fees to be charged for the use of the batting cages. Service provider must give thirty (30) days written notice of any proposed Page 1 of 5

increase in fees from those established as of the date of this Agreement and such increase shall first be approved by the City's Park and Recreation Director and Park Board, whose approval shall not be unreasonably withheld. In addition, a schedule of the hours of operation shall be approved by the City's Parks and Recreation Department. Any signage advertising the cages shall be in conformance with the City's sign ordinance. Any time the batting cages are not being used on a rental or fee basis during normal park hours, the Service Provider shall make the batting cages available to the public to use as manual pitching tunnels without use of the Service Provider's pitching machines unless the pitching machines are under repair or maintenance. The City shall not be liable or responsible for any loss of revenue because of suspension or inability to provide the service due to causes beyond the reasonable control of either the City or Service Provider. Such causes shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, or unusually severe weather conditions

**Section 5.** Concession Fee. The Service Provider agrees to remit to the City, on a monthly basis, a concession fee of 30% of all fees collected from patrons using the batting cage services. The Service Provider shall maintain at his respective place of business adequate books and records relating to the fees collected for batting cage rental or use. Such books and records shall be available at any time during normal business hours for inspection review and possible audit by the City, at the City's expense, upon reasonable advance notice.

**Section 6.** <u>Modifications.</u> The Service Provider and the City agree that should any additions, modification or alteration of the batting cages, signage, lighting, netting or other equipment be necessary to accommodate the service provided herein, such modification or alteration shall be done at the sole expense of the Service Provider, contingent upon the plans and specifications being reviewed and approved by the City. Any modification or alteration of the batting cages shall be ADA compliant.

**Section 7.** <u>Terms.</u> The term for this Agreement shall be for a period of two (2) years from the date hereof, with the ability to automatically renew annually for one (1) year periods for a maximum of three (3) additional years. Any failure by the Service Provider, or his successors and assigns, to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the City, constitute grounds for forfeiture and immediate termination of all the Service Provider's rights under this Agreement, and all such rights shall become null and void.

In the event of contract termination, The Service Provider shall remove all equipment and improvements and return the site to its original condition at the Service Provider's expense within 30 days of termination or give the City first rights of refusal to take possession of all equipment and improvements with mutually agreed upon terms.

**Section 8.** The Service Provider shall not deny employment to any person on the basis of race, creed, gender, or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded.

Section 9. The Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) incident to

ITS PERFORMANCE OF THE SERVICES CAUSED BY A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE SERVICE PROVIDER, ITS OFFICERS AND EMPLOYEES.

**Section 11.** Notices under this Agreement shall be deemed sufficient if sent to the following:

Service Provider:

City of Rockwall:

Legends Batting Cages 801 E. Interstate 30 Rockwall. TX 75087 Rick Crowley, City Manager 385 S. Goliad Rockwall, Texas 75087

**Section 12.** This Agreement shall be governed by the laws of the State of Texas, and venue for this Agreement shall be in Rockwall County, Texas.

**Section 13.** The City shall not be liable or responsible for any loss of revenue because of suspension or inability to provide the service at the docking area due to causes beyond the reasonable control of either the City or Service Provider. Such causes shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, or unusually severe weather conditions.

**Section 14:** This **FRANCHISE AGREEMENT** is not assignable or transferable to any other party.

**Section 15.** Severability – If any section, sentence, clause, or paragraph of this ordinance is for any reason held to be illegal or invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance.

This Agreement shall be effective as of the last date signed by either party below.

	By: Legends Batting Cages  Leo Rodriguez  Title: Ow were
	Its Authorized Representative Date: 5/22/19
ATTEST:	By: Rick Crowley, City Manager Date: 5/30/14
Kristy Ashberry, City Secretary  ACKNOW	LEDGEMENTS
STATE OF TEXAS ) COUNTY OF ROCKWALL ) CITY OF ROCKWALL )	
Rodriguez, of Legends Batting Cages, and ac	or said county and state, personally appeared Led knowledged to me that he executed the within and act and deed; and the free and voluntary act deed urposes set forth therein.
2014.	AL OF OFFICE THIS 30 day of May
My Commission Expires in Exp. 07-22-2017	Notary Public in and for the State of Texas

STATE OF TEXAS COUNTY OF ROCKWALL ) CITY OF ROCKWALL

BEFORE ME, a notary public in and for said county and state, personally appeared Leo Rodriguez, of Legends Batting Cages, and acknowledged to me that he executed the within and foregoing document as his free and voluntary act and deed, and the free and voluntary act deed of Legends Batting Cages, for the uses and purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

2014.

Notary Public in and for the State of

My Commission Expires WENDY ANN YOUNG Notary Public, State of Texas My Commission Expires March 23, 2016

[SEAL]

STATE OF TEXAS ) COUNTY OF ROCKWALL ) CITY OF ROCKWALL )

**BEFORE ME**, a notary public in and for said county and state, personally appeared Rick Crowley, City Manager of the City of Rockwall, and acknowledged to me that he executed the within and foregoing document as his free and voluntary act and deed, and the free and voluntary act deed of the City of Rockwall, for the uses and purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30 day of 1, 2014.

Notary Public in and for the State of Texas

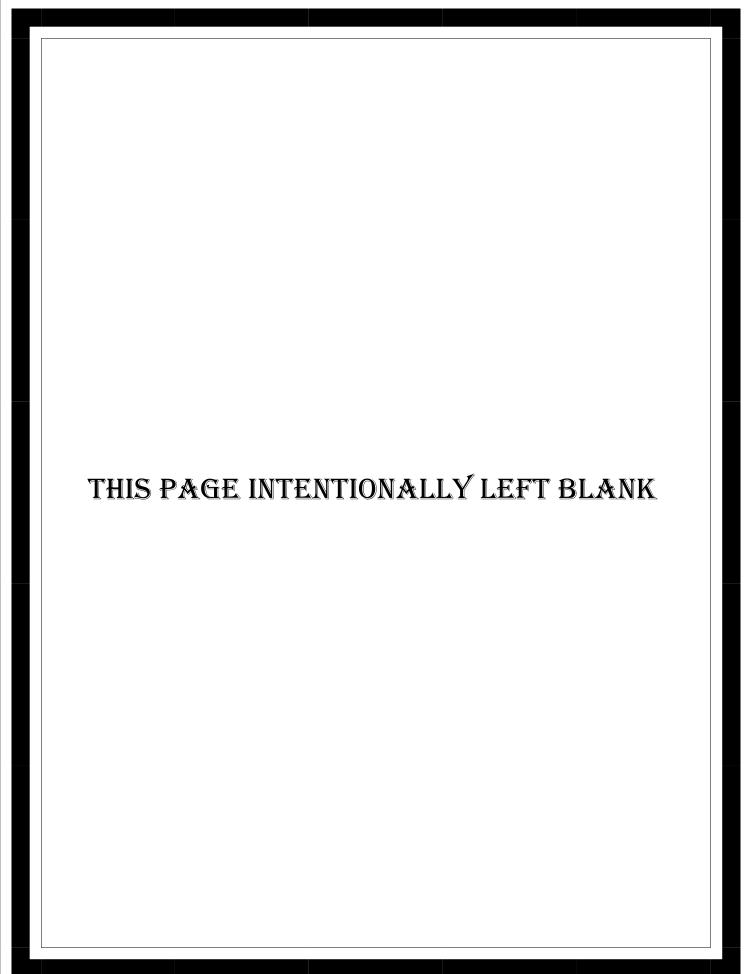
My Commission Expires.

LAURA PEREZ

Notary Public, State of Texas

My Comm. Exp. 07-22-2017

[SEAL]





## **MEMORANDUM**

**TO: City Council** 

FROM: Robert LaCroix, Director of Planning & Zoning

**DATE: July 20, 2015** 

SUBJECT: Policy for constructing boat related structures including dock decks, fixed

piers and boathouses in Lake Ray Hubbard

At the July 6, 2015 City Council Meeting, the Council directed staff to prepare a policy procedure for the construction of boat related structures in Lake Ray Hubbard and bring that formal policy back to Council for their consideration and approval. Staff has attached a policy outlining a procedure for property owners to obtain building permits for boat related structures and which allows the City to considered adjustments to projected setback lines in certain cases. We have included an email from the City of Dallas stating that the "Modification of subleased property boundaries and general layout locations of take area structures is a City of Rockwall responsibility. Structure dimensions and building materials must adhere to standards approved in the Interlocal Agreement."

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## Policy for Constructing Boat Related Structures in Lake Ray Hubbard

- Only those properties eligible to lease and that have leased in the Lake Ray Hubbard Take Line Area may apply for a building permit to construct a boat related structure as allowed by the Lake Ray Hubbard Takeline Overlay District within the City of Rockwall.
- An application for a boathouse, dock/deck, fixed pier or a combination there of shall require building plans and survey information indicating the proposed location of the structure in addition to both adjoining properties with dimensioned information indicating any existing boat related structures.
- 3. Should the projected setbacks lines into the 40' build area of the lake limit or prohibit the applicant from constructing a boat related structure, the City may adjust the projected setback lines to allow for such construction only if such adjustment does not impede the adjoining properties from the ability to construct a boat related structure meeting the requirements of the Interlocal Agreement with the City of Dallas.

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