



City of Rowlett

Meeting Agenda

City Council

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at 972-412-6115 or write 4000 Main Street, Rowlett, Texas, 75088, at least 48 hours in advance of the meeting.

Tuesday, March 17, 2015

5:45 P.M.

Municipal Building – 4000 Main Street

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Rowlett reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

1. CALL TO ORDER

2. EXECUTIVE SESSION (5:45 P.M.)* Times listed are approximate.

- 2A.** The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives to business prospects that the City may seek to have locate in or near Elgin B. Robertson Park. (30 minutes)

3. WORK SESSION (6:15 P.M.)

- 3A.** Discuss proposed ordinance to amend regulations pertaining to grease traps. (20 minutes).

- 3B.** Discuss recommendation from Arts & Humanities Commission regarding public art. (45 minutes)

4. DISCUSS CONSENT AGENDA ITEMS

CONVENE INTO THE COUNCIL CHAMBERS (7:30 P.M.)*

INVOCATION

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

5. PRESENTATIONS AND PROCLAMATIONS

- 5A. Texas Public Pool Council presents Wet Zone Waterpark with awards for Agency of the Year Class II and Aquatic Special Event of the Year.
- 5B. Texas Parks and Recreation presents Rowlett Parks and Recreation with an award for Administration/Management Excellence Award from the Texas Recreation and Parks Society.
- 5C. Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

6. CITIZENS' INPUT

At this time, three-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. No action can be taken by the Council during Citizens' Input.

7. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember or a citizen may request items be removed from the Consent Agenda for individual consideration.

- 7A. Consider action to approve minutes from the March 3, 2015, City Council Meeting and the March 10, 2015 City Council Special Meeting.
- 7B. Consider action to approve a resolution to amend the license agreement with Kayak Instruction Foundation, Inc., for a kayak rental and training services concession at Paddle Point Park.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

- 8A. Conduct a public hearing and take action on a rezoning of a 0.1676-acre tract of land from Planned Development Ordinance #017-13 to Single Family-8 and a rezoning of a 9.1971-acre tract of land to amend the development standards in Planned Development Ordinance #017-13. The subject properties are located at 8110 Chiesa Road, further described as being 0.1676 acres of Tract 3 in the James Saunders Survey, Abstract No. 1424 and 7000 Chiesa Road, further described as being all of 9.1971 acres of Tract 3 the James Saunders Survey, Abstract No. 1424, City of Rowlett, Dallas County, Texas. (PD15-768)
- 8B. Consideration and action on a resolution to approve an Interlocal Agreement with the City of Dallas for the acquisition of the Elgin B. Robertson property (approximately 257 acres) and authorizing the Mayor to execute all necessary documents on the City's behalf.
- 8C. Consideration and action on ordinances approving boundary adjustment agreements with the City of Dallas to adjust the City limits of Rowlett to include the Elgin B. Robertson property (approximately 257 acres) and authorizing the Mayor to execute said documents pursuant thereto.

- 8D.** Consideration and action on a resolution approving a first amendment to the Interlocal Agreement and Lease between the City of Dallas and the City of Rowlett relating to the Take Line area, and authorizing the Mayor to execute the amendment on the City's behalf.
- 8E.** Consideration and action on a resolution approving a purchase and sale agreement with Donahue Development Corporation for the conveyance of the Elgin B. Robertson property (approximately 257 acres) pursuant to a Tax Increment Reinvestment Zone, and authorizing the Mayor to execute all necessary documents on the City's behalf.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS

9. ADJOURNMENT

Laura Hallmark

Laura Hallmark, City Secretary

I certify that the above notice of meeting was posted on the bulletin boards located inside and outside the doors of the Municipal Center, 4000 Main Street, Rowlett, Texas, as well as on the City's website (www.rowlett.com) on the 13th day of March 2015, by 5:00 p.m.



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 03/17/15

AGENDA ITEM: 2A

TITLE

The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives to business prospects that the City may seek to have locate in or near Elgin B. Robertson Park. (30 minutes)



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 03/17/15

AGENDA ITEM: 3A

TITLE

Discuss proposed ordinance to amend regulations pertaining to grease traps. (20 minutes)

STAFF REPRESENTATIVE

Chuck Dumas, Environmental Services Manager

SUMMARY

The City of Rowlett is on the move and growth is occurring. As the City continues to grow, it is anticipated that food establishments and restaurants will be a component of this growth. The purpose of this item is to discuss amendments to the current grease trap regulations to proactively maintain and enhance the protection of the City's sanitary sewer infrastructure.

BACKGROUND INFORMATION

In anticipation of an increase in future development of food-related businesses, the City of Rowlett Public Works Department and Environmental Services Division have met to discuss ways to update, clarify and simplify grease interceptor regulators (a.k.a. Grease Traps). Past changes in policy last occurred in 2009.

The grease interceptor's purpose is to collect the majority of solid food waste or grease-like materials so that the City's sanitary sewer system is not restricted or blocked and to minimize the City's financial costs of treating liquid grease products.

DISCUSSION

As indicated above, staff is proposing a change to the City's Code of Ordinances to prepare for an anticipated increase in food-related businesses. As a result, staff is recommending an amendment to the regulations currently codified in Chapter 70, "Utilities." There are two main reasons why these amendments are proposed: first, to enhance protection of sanitary sewer infrastructure and second, to ensure proper maintenance and disposal of waste products.

Enhance Protection of Sanitary Sewer Infrastructure. As food establishment numbers continue to grow, the amount of grease, fats, and oils produced rises. Grease traps that are either under-sized or improperly maintained result in malfunction, which may cause overflows onto the ground or improperly rendered grease entering the sanitary sewer system. These two potential system failures would have negative impacts on both the storm water and sanitary sewer systems. If grease enters the sewer system and solidifies, the pipes can become constricted and proper flow is diminished. The continued blockages can result in increased repairs to the sewer system, overflows, and back-ups into establishments.

Proper Maintenance and Disposal. In order to ensure that grease traps are functioning properly, it is important that these units be properly maintained. The new regulations will require restaurants that have grease interceptors to have the units cleaned at a minimum of once every 90 days by a state licensed liquid waste hauler. This requirement could produce a decrease in the grease-related charges from the City of Garland's Waste Treatment processing; however, the exact amount is not easily determined. For instance, the City of Garland charges the City of Rowlett for treating waste based upon levels of Total Suspended Solids (TSS) and/or Biological Oxygen Demand (BOD). Therefore, if the traps are not functioning properly, the City of Rowlett may incur more charges related to the treatment of the wastewater entering the facility. In addition, the City's sewer infrastructure will be afforded greater protection. For example, there may be less repairs for blocked or restricted sewer pipes. The proposed amendments also put the City of Rowlett in line with a majority of other surrounding and regional municipalities requiring grease trap maintenance at 90 day intervals. These include the municipalities of Addison, Balch Springs, Carrollton, Dallas, Fairview, Forney, Frisco, Greenville, Plano, Southlake, The Colony, Terrell, University Park, and Wylie.

State licensed waste haulers are required to handle waste products removed from the grease traps. The proposed regulations will require establishments to utilize a state licensed waste hauler company to maintain the grease interceptor and properly dispose of the waste materials in a proper discharge facility. Food establishments will be required to maintain liquid waste transport tickets on site for a minimum of two years. These documents must be provided upon request by the regulatory authority, which is Environmental Services or Public Works or other delegated City Official.

As can be seen in Section 70-224(c) of the proposed Ordinance, these new standards will address sizing, maintenance and construction standards (see Attachment 1). New grease interceptors that are constructed or installed after the ordinance is amended will be required to meet the updated standards and provide a sampling port to test waste discharge verifying the facility is complying with all sewer pre-treatment regulations. Most of the proposed regulations are based on existing City of Garland's Policies and/or Ordinances, relating to grease interceptors.

The proposed amendments will make construction, repair, and renovation requirements more transparent and simplified while providing additional protection to the City's sanitary sewer system. The amendments will address existing food-related businesses with grease traps by maintenance interval requirements only. No construction or sizing changes will affect these establishments unless there is a change in ownership, use, or major renovation.

It is anticipated that there will be an increase in service fees from state licensed waste haulers that maintain the grease traps as the service requirements will be every 90 days. Most likely, the service fees will double as the maintenance frequency is proposed to double. Based upon research, a regional licensed waste hauler currently charges approximately \$250-\$260 every 90 days for maintenance of a 1,000 gallon grease trap. This could result in approximate annual increased costs of \$500.

Should City Council direct staff to proceed with the adoption of the proposed regulations, Environmental Services anticipates informing existing businesses via email notification, posting on the Environmental Services webpage, and in-person as routine inspections are conducted. New food-related businesses would be informed of the requirements in the plan review process. The Rowlett Food Establishment Construction Standards would be updated to reflect the grease trap standards and policies and will be available on the Environmental Services webpage.

FINANCIAL/BUDGET IMPLICATIONS

Though it is anticipated that there would be no significant financial impact to the City, there is a possibility of increased financial savings in regards to infrastructure maintenance. It is not known as to the percentage or amount that could possibly be saved at this time. But, with the City of Rowlett continuing to grow and an anticipated increase in food-related businesses, the increased, proactive protection could help reduce the amount of fats, oils, and grease that leaves Rowlett for treatment by the City of Garland. This could yield some savings in charges from the City of Garland.

RECOMMENDED ACTION

Provide direction to staff regarding the future adoption of an Ordinance regulating grease traps.

ATTACHMENT

Attachment 1 – Grease Trap Draft Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AMENDING SUBDIVISION III (“DISCHARGE REGULATIONS”) OF DIVISION 3 (“INDUSTRIAL WASTES”) OF ARTICLE III (“SANITARY SEWER SYSTEM”) OF CHAPTER 70 (“UTILITIES”) OF THE CODE OF ORDINANCES OF THE CITY OF ROWLETT, TEXAS, TO ADD NEW SECTIONS 70-224 AND 70-225 PROVIDING FOR THE REGULATION OF GREASE TRAPS AT FOOD SERVICE ESTABLISHMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rowlett has previously adopted regulations for the protection of the City’s sanitary sewer system and regulations concerning food service establishments and has adopted by reference the provisions of the Texas Food Establishment Rules promulgated by the Texas Department of State Health Services and the International Plumbing Code; and

WHEREAS, given the imminence of commercial growth, which will include private restaurants, cafeterias, and other food service establishments, a public need exists to insure the proper and safe use of grease interceptors and the proper disposal of grease trap waste; and

WHEREAS, the City Council desires to supplement its existing regulations as they pertain to grease separators, interceptors and traps and the disposal of waste produced thereby. Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:

SECTION 1. That Subdivision III “Discharge Regulations” of Division 3 “Industrial Wastes” of Article III “Sanitary Sewer System” of Chapter 70 “Utilities” of The Code of Ordinances of the City of Rowlett, Texas, be and is hereby amended to add new sections 70-224 and 70-225, to read as follows:

**“CHAPTER 70
UTILITIES**

...

**ARTICLE III
SANITARY SEWER SYSTEM**

...

DIVISION 3. – INDUSTRIAL WASTES

...

Subdivision III. Discharge Regulations

...

Sec. 70-224. - Grease interceptors.

- (a) Any business or institution including, but not limited to, food service establishments, whose activity is the source of cooking grease or oil and that is connected to the city's sanitary sewer system shall use a grease interceptor or trap for every pre-sewer connection to prevent the discharge of grease, oil and grease-laden waste into the sanitary sewer system.
- (b) The grease trap shall be of a design approved by the city and shall be installed and used in compliance with the manufacturer's specifications, the provisions of the International Plumbing Code, as adopted and amended by the city, and the Texas Food Establishment Rules applicable in the city. A grease trap shall be of adequate size and design to accommodate the discharge from the facility at peak operating times.
- (c) The minimum requirements for grease traps are:
 - 1. All newly constructed establishments which grill, use deep fryers (in which raw meats are cooked) or produce significant quantities of grease or dough-like material shall install grease interceptors as per the Uniform Plumbing Code (UPC).
 - a. All grease interceptors shall be located on the exterior of the facility and shall be below grade. Some exceptions may be allowed and a variance granted if approved by the Environmental Services Manager and Director of Public Works.
 - b. Four fixtures or less shall require a minimum of a 250 pound capacity grease interceptor.
 - c. More than four fixtures shall require a minimum of a 750 pound capacity grease interceptor.
 - d. The following items will be considered a fixture:
 - i. each utensil sink (a three or four compartment utensil sink)
 - ii. each food preparation sink
 - iii. each dishwasher
 - iv. each mop sink
 - v. all floor drains will be considered as one fixture
 - vi. hand sink(s) will be considered as one fixture
 - e. Non-grease producing fixtures shall not be counted in calculating fixture numbers (items such as ice machine condensate, dipping wells, hand sinks in restrooms, etc).
 - 2. All grease bearing waste streams must be routed through an appropriate grease trap, including: three-compartment sinks, pot/pan sinks, soup kettles, kitchen-area hand-washing sinks, dishwashers, mop sinks and floor drains. Notable

Exceptions: Drains that receive “clear waste” only, such as from ice machines, condensate from coils and drink stations, may be plumbed to the sanitary system without passing through the grease interceptor with the condition that the receiving drain is a “hub” type that is a minimum of two inches above the finished floor.

3. If during a plan review or site inspection, a grease interceptor smaller than a 100 pound unit is discovered, then a minimum size of a 250 pound interceptor shall be installed.
 4. No establishment shall be able to maintain an indoor grease interceptor unless agreed upon by the Environmental Services Manager and the Director of Public Works.
 5. Businesses desiring a grease interceptor smaller than the one sized by the City, may submit engineer-sealed plans showing drawings and flow calculations which indicate provisions of a two hour retention time. Smaller grease interceptors may be approved on a case by case basis if the establishment prepares a non-greasy type food or products.
 6. Existing establishments with functional exterior, two-chamber compartment interceptors (greater than 100 pound capacity) with five or more fixtures may be exempted from the 750 pound interceptor requirements provided that:
 - a.) The previous tenant had no history of sewage backups, public sewer line blockages or BOD/COD violations
 - b.) The anticipated meal per day volume and grease produced volume is low and roughly equal to the previous tenant.
 - c.) The Environmental Services Manager or Public Works Director places the current permit holder on mandatory interceptor pumping frequency less than the required 90 days. Alternate service frequency could be enacted if visible inspection or sample analysis support such actions. A State licensed waste hauler must be hired and the establishment must retain records or manifests on site for at least two years.
 7. The grease trap shall be constructed with a minimum of two chambers, installed at a minimum distance of 10 feet from sinks and dishwashers (to allow for adequate cooling of the wastewater), and water temperatures must be less than 120 degrees prior to entering grease trap.
 8. All grease traps and interceptors must be installed with an Effluent Sampling Well. All grease traps must be located at the exterior of the building.
- (d) If at any time the Environmental Services Manager or Public Works Director believes that a food establishment’s grease interceptor has insufficient capacity to prevent sewer backups, public sewer line flow restrictions or exceed BOD/COD standards, then the permit holder shall be required to install equipment specified in the Uniform Plumbing Code (UPC) within a reasonable amount of time (e.g. 30-120 days).

- (e) The city may adopt and implement policies and regulations for additional grease trap sizing, placement, operation and maintenance.
- (f) The Environmental Services Manager or Director of Public works shall have the authority to use professional discretion to grant a variance to these requirements as necessary granting the modifications afford equal or greater protection to the sewer infrastructure, the public, and the environment.

Sec. 70-225. - Servicing of grease interceptors.

(a) Grease traps shall:

1. be serviced (pumped, cleaned and inspected) at a frequency no less than 90 days.
2. be cleaned/pumped by a State licensed waste hauler
3. the waste hauler must furnish the establishment with a manifest or trip ticket. Liquid waste trip tickets must show the identity of the hauler, the date of service and the manner or location of disposal.
4. retain the liquid waste trip tickets on site for a minimum of two (2) years. Liquid waste trip tickets must be made available to inspectors upon request.
5. Never allow waste grease or food solids to be present in the second chamber of the interceptor at a depth greater than three inches and no packed grease greater than one inch at the City of Rowlett discharge side port

Secs. 70-226—70-239. - Reserved.”

SECTION 2. That all provisions of the ordinances of the City of Rowlett, Texas, in conflict with the provisions of this ordinance be and the same are hereby repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Rowlett, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

SECTION 5. This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provides.



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 03/17/15

AGENDA ITEM: 3B

TITLE

Discuss recommendation from Arts & Humanities Commission regarding public art. (45 minutes)

STAFF REPRESENTATIVE

Kathy Freiheit, Director of Library Services

SUMMARY

Public art exhibits bring both cultural and economic benefits to a community. In addition to raising an awareness of and involvement in the arts, they can create a unique civic “personality.” Public art attractions give residents a sense of pride and offer distinction when compared to neighboring communities. Invigorating public spaces with special artworks also helps to attract non-resident visitors who contribute to the economic vitality of a community.

The Arts & Humanities Commission seeks consensus and direction for a City-sponsored outdoor public art project.

BACKGROUND INFORMATION

On August 12, 2014, Councilmember Tammy Dana-Bashian, with the assistance of Laurieann Dygowski, gave a slide presentation to members of the Arts & Humanities Commission on the concept of an outdoor sculpture exhibit. Discussion continued at the August and September Commission meetings, and a motion was made on September 9, 2014, to form a committee charged with gathering information and creating a proposal for a public art project.

Commission members Jeff Hendrickson, Tamra Williams, and Brian Hokanson were appointed to research options for a project befitting the Rowlett community. Among their considerations were proposed program structure, administration and policy, and resource and funding requirements.

Newly appointed FY2015 Arts & Humanities Commission members were briefed on the project, and the Public Art Committee presented slides in an exploratory review of outdoor sculpture programs at the October 14, 2014, Commission meeting. As the Committee’s work continued, updates and discussions were part of the November 11, 2014, and January 13 and February 10, 2015, meetings.

In anticipation of making a recommendation to Council, the Committee finalized a proposal that was presented and approved at the March 10, 2014, meeting of the Arts & Humanities Commission. Commission members will attend the March 17, 2014, Council Work Session to share a slide presentation and offer answers to questions.

DISCUSSION

The Arts and Humanities Commission is proposing a phased approach to a Public Art Program that will provide high quality, easily accessible thematic collections of sculptures as outdoor art for the enjoyment and edification of all visitors and residents of Rowlett. The art collections would be initially located in City-maintained areas where walking tours of all pieces could become a destination “add-on” to park outings made by families or individuals. The Commission, with support of the City Council and local art leaders, believes that Rowlett is ready to join many other communities in North Texas who have emphasized the value and potential economic benefit of semi-permanent art exhibits. The PGBT Turnpike and DART light rail line have opened Rowlett to increased possibilities as a destination for day trips, and an added hour in Rowlett, enjoying professional metal, stone, wood or plastic sculptures, can help to build added images of a city which loves the creativity of Texas artists.

General structure of proposed program:

A City-sponsored committee will, in the first six months, hire a paid Program Administrator, develop policy for program governance, and identify and engage:

- Art sculpture groups for submissions of applications for artwork that could be part of thematic collections
- Website developer for creation of a dedicated site that would support program visibility, artist education, and promotion of annual “install” kickoffs, artist presentations, and other events
- City planning staff in coordinating Downtown or park emphasis programs that will benefit from thematic, semi-permanent art collections
- Private donors, arts grants, and foundation programs for financial support
- Citizens or others who may want to purchase an art piece
- City staff for location, logistical installation, and maintenance of art pieces
- Schools or art programs to be part of tours and artist presentations
- An ongoing Committee for program oversight to include Arts and Humanities Commission members; a City Council Liaison; City Planning, Public Works, Parks & Recreation, and Economic Development staff; a Program Administrator and at-large residents including representation from the arts community. The full team would meet more frequently during the program ramp up, then routinely meet on a quarterly basis. A smaller work team could meet more frequently, perhaps monthly, to assist the Program Administrator.

The proposal recommends two year funding for:

- FY2016 – Initially, 10-12 pieces in Pecan Grove or Community Park around pathways or in highly visible common areas. Concrete pads with electricity or solar lighting based on cost.
- FY2017 - Add 4-6 pieces themed for the Veterans Park area in Downtown, once the Village of Rowlett work is largely complete. Future pieces in parks or public placement will depend on security and logistical concerns.

In its first year, the Public Art Program will rely on the City of Rowlett for 90 percent of its operating funds. With supplemental income from private donations, possible grant funds and art sales, this percentage would decrease to 75 percent in the second year.

Consider that, like many cities, a percentage of capital bond budget programs become a more permanent citizen-approved funding source. Many cities use two percent of capital bond receipts for ongoing support. Other funding sources would be ramped up, coming from private/business donors, fundraising, grants or foundations, and small sales commissions on art pieces.

FINANCIAL/BUDGET IMPLICATIONS

As indicated above, the Committee is recommending a phased approach over two years. The budget and funding allocation is included in the tables below.

Proposed Budget:

Expense Item	Cost Range Initial Year	Cost Range Annual	Notes
Program Admin (PT)	\$14-17K	\$14-17K	Financial, Marketing, Logistical
Art Bases/Panels	\$6-10K	\$2-4K	12 pieces in 2016, 5 pieces in 2017
Art Site Logistics	\$10-20K	\$9.5K	Lighting, Maintenance, Electricity
Insurance	\$2-4K	\$6K	Hard costs TBD, based on actual value of art pieces
Promotion	\$8-10K	\$5-6K	Website development, Event cross-promotion, Mailers, Signage, Optional video programming
Artist Stipends	\$6K	\$2.5K	Artists receive base \$500 when contracted for piece
Art Purchase/Awards	\$4-5K	\$4-5K	Purchase of one piece and citizen favorite awards to artists
Administrative	\$2K	\$1K	Postage, Legal consult on contracts and policies, Web content, Grant application or legal fees
Security – Rowlett PD	\$1K	\$1K	May be able to assume within City budget, but allow for small expense item
Total	\$53-75K	\$45-52K	\$98-127K

Proposed Revenue Sources:

Revenue Sources	Initial	Annual - Recurring
City Funding	\$65K	\$35K
Public Donations/Fundraising/	\$5K	\$6K
Grants	\$0	\$5K
Private/Business Donations	\$5K	\$5K
Art Sales (20% of sale price)	\$0	\$1K
Total	\$75K	\$52K

RECOMMENDED ACTION

This item is presented for purposes of discussion. The Arts & Humanities Commission would appreciate Council feedback on the following questions:

1. Is there Council consensus to approve the Public Art Program as presented?
2. If not, is there Council consensus to modify the Program as proposed (would need feedback and direction as to what modifications would be desired)?
3. If not, is there Council consensus to not proceed with the Program, as presented, at this time?



City of Rowlett
Staff Report

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AGENDA DATE: 03/17/15

AGENDA ITEM: 5A

TITLE

Texas Public Pool Council presents Wet Zone Waterpark with awards for Agency of the Year Class II and Aquatic Special Event of the Year.

STAFF REPRESENTATIVE

Jermel Stevenson, Parks and Recreation Director
Angela Smith, Recreation Division Manager
Brian Norton, Athletic Aquatic Supervisor

SUMMARY

On Wednesday, February 4, 2015, the Rowlett Parks and Recreation Department and Wet Zone Waterpark were awarded Agency of the Year, Class II and Aquatic Special Event of the Year at the Texas Public Pool Council annual conference. Agency of the Year Class II and Aquatic Special Event of the Year are awarded to agencies that best demonstrate a significant impact on the youth and families of their local community through arts, crafts, games, entertainment and fun and successful implementation of an innovative existing or new program. Specifically, our Angel Swim program was submitted for the Agency of the Year award. Angel Swim is a time set aside at Wet Zone Waterpark for those with special needs and their families to have sole access to the park. As special guests, all participants are able to play, swim, and enjoy the park without all of the crowds. The program is offered once per month throughout the summer season and occurs two hours before the park opens to the general public for open swim.

In addition, our Cardboard Boat Regatta was the winner of the Aquatic Special Event of the Year. Although the event is not held at Wet Zone Waterpark, the award is based on the successful implementation of an innovative existing or new program that involved water. Our partnership with the Boy Scouts of America to ensure water safety was an important element of this award. The purpose of this presentation is to recognize staff for winning these awards.

BACKGROUND INFORMATION

Angel Swim is an event that allows those with special needs and their families to visit Rowlett's Wet Zone Waterpark before the park opens without all the crowds. This event is offered once per month during the summer season, and allows participants to come in and experience the facility two hours before open swim time begins.

The intent of this program is to connect with and meet the needs of everyone in the community and to offer programs that include those with special needs. It also allows Wet Zone Waterpark to bring in additional users to the facility outside of normal operating hours, which in turn brings in additional revenue to the park. Wet Zone is a 100 percent sustainable facility and has to cover

all direct expenses for the season from revenue that the park brings in through admission fees, concessions and programming. Participants can enter the park during this event for a discount fee of \$4.00 per person, or they can purchase a day pass for regular admission price and stay for the entire day. At the current rate, we have enough participants each summer in this program to cover the expense of opening the park two hours early on the three Angel Swim dates.

The Rowlett Cardboard Boat Regatta was a new event this year created by the Rowlett Parks and Recreation Department at the request of a City Councilmember who had heard of these events and wanted us to implement something similar in Rowlett. The event was held in April of 2014 at the Rowlett Community Park Pond. The fee was \$40 per boat if registered by April 8th; \$60 if registered after April 8th. There were two age divisions, which included youth (8-13) and Adults (14+). Contestants could compete in 3-5 man teams, and create their own boats out of cardboard and Duct Tape. Contestants had to rely on their own ingenuity to keep them afloat until they crossed the finish line. Prizes were awarded to the winners of each race as well as other categories, which included the "Best Decorated" and the "Titanic Award" for the "Most Spectacular Sinking"!

DISCUSSION

Angel Swim has become a very popular and successful program in Rowlett and was attended by a total of 150 participants this summer. We are very lucky in Rowlett to work with Sandy Wood, who is a key volunteer within the special needs community and who works with the local school district as well as the Special Olympics. Sandy has been a very valuable asset to the Parks and Recreation Department and has been the key to helping us market the Angel Swim program. She promotes each event to those families in the special needs community who will directly benefit from the program. As a result, word of the Angel Swim program has begun to spread among the special needs community and organizations in the area surrounding Rowlett. We have also received calls from other city Parks and Recreation Departments with questions about the program and how it is conducted so that they may try to implement it in their city too. We are very proud to have such a successful program that others wish to emulate and we see a lot of room for potential growth in the near future.

The Rowlett Cardboard Boat Regatta provided entertainment for the entire family and allowed contestants and spectators to enjoy a fun event outdoors in one of Rowlett's most popular outdoor parks. Participation in this event not only provided opportunities for recreation and healthy exercise, but also included elements of arts and craft skills as contestants used their creativity for boat building and decoration. It helped to further the mission of the Rowlett Parks and Recreation Department by providing recreational opportunities for people of all ages, and by creating partnership opportunities with outside agencies such as the Boy Scouts of America. The Boy Scouts were not only participants in this event, but also provided volunteers to help work the event in areas such as lifeguarding to make sure all contestants were safe while participating in an aquatic event.



City of Rowlett
Staff Report

4000 Main Street
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AGENDA DATE: 03/17/15

AGENDA ITEM: 5B

TITLE

Texas Parks and Recreation presents Rowlett Parks and Recreation with an award for Administration/Management Excellence Award from the Texas Recreation and Parks Society.

STAFF REPRESENTATIVE

Jermel Stevenson, Parks and Recreation Director
Angela Smith, Recreation Division Manager

SUMMARY

On Thursday, March 5, 2015, the Rowlett Parks and Recreation Department was awarded the Administration/Management Excellence Award from the Texas Recreation and Parks Society. The award recognizes innovations in administration, management or supervisory actions that have responded to problems, have improved service to the public or have increased employee morale, staff development or community between or among the public, boards, Council, staff, etc. The Summer 2014 Employee Bootcamp was the recipient of this year's award. The purpose of this presentation is to recognize staff for winning the award.

BACKGROUND INFORMATION

The City of Rowlett Parks and Recreation Department hires approximately 90-100 summer staff each year in order to run teen summer camps and our sustainable city water park, Wet Zone. While some will be returning staff that have worked for us before and some will have experience working as a team member at another business, for some this will be their first job. These 90-100 employees will work in a variety of capacities throughout the summer and must function as one cohesive team. In addition, all new staff will work with an additional 20 year-round full and part-time staff. The idea behind the Summer 2014 Bootcamp was to provide comprehensive training for ALL staff that focused on team building, safety and best practices in customer service. This training allowed our agency to be more efficient with Human Resources, job specific training, emergency management training and teambuilding. The end goal was to ensure that 100 individual employees operated as a single unit and the Bootcamp was successful in providing this training.

DISCUSSION

The Management Action Plan for Summer 2014 Bootcamp included three concurrent days of training that were mandatory for all Recreation Employees. Training was held from 5pm-9pm each day and employees were paid to attend the training. The first day included one hour with Human Resources for all new staff to fill out paperwork and watch mandatory webinars on the City-wide policy manual, a one hour meeting between Human Resources and all Recreation staff that included Sexual Harassment and Ethics training and the evening was wrapped up with fun ice

breaker games that paired permanent part-time staff, full-time staff and seasonal staff in groups of 5-10. Employees were put into groups by random drawing to ensure dry and wet land were mixed in together. The second evening began with teambuilding games and included a quiz on the Parks and Recreation Policy Manual and everyone was taken on a tour of all recreation division facilities. Also as a part of evening two of bootcamp, the participants were divided by area of focus and given job specific training on the areas they would be responsible for with the supervisor of that area. The goal of providing general training and job specific training was reached through these breakout sessions. The supervisor of each specific area provided hands on, small group training on job specific expectations. On the final evening of training, all staff was taken to the water park to participate in an emergency management scenario where we partnered with Police, Fire and EMS.

The 2014 Summer Bootcamp was a unique experience for everyone involved. Program Supervisors, Division Managers and the Director were able to get face time with every single Recreation Summer employee. Although staff were paid to attend the training, the Bootcamp saved the department thousands of dollars in re-training and safety issues. The employees left the bootcamp with a complete understanding of how the City of Rowlett Parks and Recreation Department functions, the priorities of the department and job specific training for their position through the summer. This type of training is unique. While some cities may do a similar program with camp staff OR aquatic staff, few include every aspect of the operation. The Department was able to use the training to ensure the entire staff was well versed on the expectations of excellent customer service and therefore we saw reduced customer service complaints. The ability to integrate team building as well as Emergency Management gave the department a well-oiled machine should there be an emergency. Because wet land and dry land participated together, we ensured that, in an emergency situation, all staff would be well aware of their roles and the expectations of local Police, Fire and EMS.

The benefits of conducting this type of inservice program were seen throughout the department all summer long. Specifically, the following areas showed improvement:

Programs and Wet Zone - Feedback from both had exceptional rankings on the program surveys on program delivery and department knowledge and on their customer service level. Staff feedback was that the training was very beneficial and allowed our Staff to interact and better understand the roles and concerns of our aquatic staff while they attended that facility for weekly visits.

Human Resources - The training allowed the Human Resources department to deal with all 90-100 staff in one two-hour meeting. On average, this type of training saved the department 50 man hours.

Community Centre Benefits –The Community Centre staff, who are mainly year-round employees, were afforded the opportunity to meet and interact with our seasonal employees.

Overall Staff benefits - In the past, there has been a sense of division between the dry land and wet land staff. This training gave each a sense of appreciation for both worlds. All staff had a better understanding of the challenges faced by everyone else. This made for a more cohesive team that could spring into action in an emergency and respond together!

Organization as a whole - The department benefited through the added security of staff being able to perform as a combined unit in case of an emergency as well as through the element of teamwork in the training. All seasonal, part-time and full-time staff was able to work as one cohesive unit toward a common set of department goals. The goal of the program was to improve service to the public, have increased employee morale and improve communications. The goal was achieved.

The Rowlett Parks and Recreation Department focuses on being the best of the best.



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 03/17/15

AGENDA ITEM: 5C

TITLE

Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 03/17/15

AGENDA ITEM: 7A

TITLE

Consider action to approve minutes from the March 3, 2015, City Council Meeting and the March 10, 2015 City Council Special Meeting.

STAFF REPRESENTATIVE

Laura Hallmark, City Secretary

SUMMARY

Section 551.021 of the Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
 - (1) state the subject of each deliberation; and
 - (2) indicate each vote, order, decisions or other action taken.

RECOMMENDED ACTION

Move to approve, amend or correct the March 3, 2015, City Council Meeting and the March 10, 2015 City Council Special Meeting.

ATTACHMENTS

- 03-03-15 City Council Meeting minutes
- 03-10-15 City Council Special Meeting minutes



City of Rowlett

Meeting Minutes

City Council

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at 972-412-6115 or write 4000 Main Street, Rowlett, Texas, 75088, at least 48 hours in advance of the meeting.

Tuesday, March 3, 2015

5:45 P.M.

Municipal Building – 4000 Main Street

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Rowlett reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

Present: Mayor Gottel, Mayor Pro Tem Gallops, Deputy Mayor Pro Tem Pankratz, Councilmember Bobbitt, Councilmember Dana-Bashian, Councilmember Sheffield and Councilmember van Bloemendaal

1. CALL TO ORDER

Mayor Gottel called the meeting to order at 5:45 p.m.

2. EXECUTIVE SESSION (5:45 P.M.)* Times listed are approximate.

- 2A.** The City Council shall convene into executive session pursuant to the TEXAS GOVERNMENT CODE, §551.074 (Personnel) to deliberate on the evaluation and duties of the City Secretary. (30 minutes) (THIS ITEM WILL BE DISCUSSED FOLLOWING THE REGULAR PORTION OF THE MEETING)

Council convened in Executive Session at 8:41 p.m. Out at 9:02 p.m.

- 2B.** The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives to business prospects that the City may seek to have locate in or near Elgin B. Robertson Park. (30 minutes)

Council convened in Executive Session at 6:08 p.m. Out at 6:50 p.m.

3. WORK SESSION (6:15 P.M.)

- 3A.** Update on 84th Texas Legislative Session. (15 minutes)

This item was addressed first in order to allow Deputy Mayor Pro Tem Pankratz to be present for the Item 2B discussion. He arrived at 6:05 p.m.

Brian Funderburk, City Manager, provided an update regarding Rowlett Legislative Days in Austin, when members of Council, staff, and the Rowlett Chamber of Commerce visited with legislators to review the City's focus for the legislative session. He also reviewed a couple of the bills that staff is monitoring. Council discussion regarding possible additional visits to Austin based on TML reports.

- 3B.** Discuss an interlocal agreement, boundary adjustment and a master lease amendment with the City of Dallas as it pertains to the acquisition of the Elgin B. Robertson property. (45 minutes)

This item was addressed after Item 2B.

Jim Grabenhorst, Director of Economic Development, provided background on the history of Rowlett's discussions with the City of Dallas over the years regarding the acquisition of the Elgin B. Robertson property. He provided an update on the current process and the steps and timeline to take place to finalize the Interlocal Agreement.

- 3C.** Discuss an Interlocal Cooperation Agreement between the City of Rowlett and the City of Garland for the purpose of maintenance of roadway and infrastructure improvements across a strip of land approximately 100-feet in width within Garland's city limits. (15 minutes)

Marc Kurbansade, Director of Development Services, reviewed the road location and the issues with the Cities of Sachse and Garland relating to public safety access, Garland's Power and Light access, and the maintenance by the City of Rowlett.

4. DISCUSS CONSENT AGENDA ITEMS

Council took a short break at 7:31 p.m.

CONVENE INTO THE COUNCIL CHAMBERS (7:30 P.M.)*

Council reconvened in Regular Session at 7:37 p.m.

INVOCATION - Dan Pence, Stillwater Community Church

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE – Led by the City Council

5. PRESENTATIONS AND PROCLAMATIONS

- 5A.** Proclamations recognizing the 2015 Rowlett Arts and Humanities Commission's Young Artist Exhibit winners.

Deputy Mayor Pro Tem Pankratz presented proclamations to the winners:

1st Place - Elementary, two-dimensional category:
Alexis Williamson, "Sailing the Paper Waves".
Amy Parks Heath Elementary School

1st Place - Elementary, three-dimensional category:
Litzzy Herrera, "Gymnast"
Ouida Springer Elementary School

1st Place - Middle School, two-dimensional category:
Micah Berkshier, "Step In"
Rockwall Christian Academy

1st Place - Middle School, three-dimensional category:
Elizabeth Trujillo, "Saber Gear"
Hudson Middle School

1st Place - High School, two-dimensional category:
Nicholas Moulder, "Bug Attack!!!"
Rowlett High School

1st Place - High School, three-dimensional category:
Ashley Hibbs, "Homer Simpson"
Rowlett High School

5B. Hear presentation of the Monthly Financial report for the period ending January 31, 2015.

Wendy Badgett, Interim Director of Finance, presented the financial report.

5C. Hear First Quarter Investment Report for December 31, 2014.

Ms. Badgett presented the investment report.

5D. Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

Mayor Gottel announced the following: Next Regular Council meetings will be held on Tuesday, March 17th. Special Work Session Tuesday, March 10th. Upcoming Planning and Zoning Commission meetings will be Tuesday, March 10th and 24th, held in the City Hall Conference Room at 6pm. CIP (COMMUNITY IMPROVEMENT PROGRAM) TASK FORCE: Is conducting a follow-up meeting today, March 3rd, at 5pm. Ballot language, bond election guidance, marketing initiatives and public meeting dates are the topics. Projects on the May 9th Ballot include:

**Proposition 1 – Streets – \$18,932,340 **Proposition 2 – Parks – \$4,206,110

****Proposition 3 – Public Safety – \$2,631,050.** 2015 Bond Election set for May 9, 2015 – is a three year program with \$25,769,500 of Community Investment Projects – AND NO TAX INCREASE! ELGIN B. ROBERTSON PURCHASED! This property will be the gateway into Rowlett on I-30 and will be innovatively master-planned and developed. Will bring significant tax revenue to the City of Rowlett. Dallas City Council approved the purchase agreement and boundary adjustments with the City of Rowlett on February 25th. Rowlett City Council discussed the purchase agreement and boundary adjustments at tonight's Work Session. FAQ page created and posted on the City's website. KIDS KINGDOM DESIGN UNVEILED - To be rebuilt in original spot at Pecan Grove Park. Over 400 children and parents attended the Community Design Day on January 16th. Many volunteers will be needed to build this magical playground. Check out two pages of full details in the March Rowlett On The Move newsletter. COMMUNITY DEVELOPMENT BLOCK GRANT - Great news! The City is currently accepting applications for the Owner-Occupied Home Rehabilitation Program. Funded by the City's Community Development Block Grant (CDBG). Program intended to help low income citizens make necessary repairs and ensure compliance with health and safety codes. Additional information available by contacting Development Services Department at 972.412.6114 or visiting rowlett.com/CDBG. MARCH CLEAN-UP CAMPAIGN - Occurs four weekends in March starting March 7th, 9am – 6pm – held only on weekends for 2015. Located at 3801 President George Bush Turnpike – eastbound service road past Main. Driver's License or ID is required as proof of residency. Accepting residential brush and non-hazardous bulky items. ROWLETT POLICE DEPARTMENT JOINS GREAT TEXAS WARRANT ROUNDUP - Began Sunday, March 1st and runs through Sunday, March 15th. Options are available to warrant offenders but need to be discussed before officers arrive. Contact Warrant Clerk at 972.463.3938 or 972.412.6210 for more information. ROWLETT GREAT AMERICAN CLEANUP DAY 2015 - Saturday, March 21st, 9am – 1pm (rainout date April 11th). Come join us to pick up litter and debris on the lakeshore at our southern gateway on Rowlett Road. For more information or to sign up online, visit keeprowlettbeautiful.org. Sponsored by Keep Rowlett Beautiful, Rowlett Public Works Dept. and Keep Garland Beautiful. ANIMAL SHELTER: Pet Adoptathon, Saturday, March 21st from 10am – 5pm. Reduced adoption fee of \$25. The Shelter is maintaining a 100% live release rate! Low Cost Vaccine Clinics Saturday, March 21st from 1:00 – 3:00pm at 4402 Industrial Street. *Normal Business Hours, Monday – Friday, 10am – 5pm, Saturday, 10:00am – 5pm.* PARKS AND RECREATION - Upcoming Events: Easter Egg Hunt – Saturday, March 28th, 10am – 12pm at Pecan Grove Park. Pup-a-Palooza – Sunday, March 29th, 2-4pm at Herfurth Park; \$10 per dog. Community Centre Open House – Saturday, March 21st, 10am – 1pm. 2nd Annual Holistic Health Fair, Saturday, March 21st, 10am – 2pm at RCC. ROWLETT LIBRARY - Family Saturday Movie & Popcorn – March 7th, 2pm – The Lego Movie. Spring Break Week – March 9th-13th, Activities each day at 2pm. One-on-One Tech Help – Every Friday at Rowlett Library, flexible times – call 972-412-6161 for times. TWICE A MONTH LANCSCAPE WATERING – *Watering once every other week still in effect – through April 30th.*

Councilmember van Bloemendaal announced that free mulch will be available during the March clean up.

Mr. Funderburk announced the North Texas Municipal Water District (NTMWD) has begun its routine free chlorine maintenance. Scheduled from March 2nd through March 31st. The Texas Commission on Environmental Quality (TCEQ) allows water suppliers to perform chlorine maintenance to help reduce the need for water suppliers to flush systems in order to maintain chloramine residual during the warm weather periods – thus conserving water. Chlorine maintenance does not affect water quality and remains safe for use. Could be a change in taste and odor of drinking water – however – it does not alter the quality. If you have questions or concerns, contact Tim Rogers, Public Works Director at 972.412.6196.

Mayor Gottel added that there will also be a Local Option Election on May 9th to consider the legal sale of all alcoholic beverages for off-premise consumption.

6. CITIZENS' INPUT

There were no speakers.

7. CONSENT AGENDA

- 7A.** Consider action to approve minutes from the February 10, 2015, City Council Work Session and the February 17, 2015, City Council Meeting.

This item was approved on the Consent Agenda.

- 7B.** Consider action to approve a resolution accepting the bid of and awarding a contract to Wilson Contractor Services, LLC in the amount of \$1,391,074.14 for the total base bid plus 10 percent contingency in the amount \$139,107.41 and up to \$15,000.00 for the early completion bonus, resulting in a total project amount of \$1,545,181.55 for the Off-site Water Mains for the 1.25 MG Elevated Storage Project and authorize the Mayor to execute the necessary documents for said services.

This item was approved as RES-025-15 on the Consent Agenda.

- 7C.** Consider action to approve a resolution entering into an Interlocal Cooperation Agreement between the City of Rowlett and the City of Garland for the purpose of maintenance of roadway and infrastructure improvements across a strip of land approximately 100-feet in width within Garland's city limits.

This item was approved as RES-026-15 on the Consent Agenda.

- 7D.** Consider a resolution approving a tree mitigation plan and related tree removal permit application for more than three trees associated with QuikTrip for property located at 5001 Lakeview Parkway.

This item was approved as RES-027-15 on the Consent Agenda.

- 7E.** Consider approving a Joint Election Contract with Dallas County Elections Department for the May 9, 2015, Local Option and Bond Elections.

This item was approved on the Consent Agenda.

Passed the Consent Agenda

A motion was made by Mayor Pro Tem Gallops, seconded by Councilmember Sheffield, including all the preceding items marked as having been approved on the Consent Agenda. The motion carried with a unanimous vote of those members present.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

There were no items for individual consideration.

After a short break at 8:35 p.m., Council reconvened in Executive Session Item 2A at 8:41 p.m.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS

There was no action taken.

9. ADJOURNMENT

Mayor Gottel adjourned the meeting at 9:02 p.m.



City of Rowlett

Special Meeting Minutes

City Council

4000 Main Street
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Tuesday, March 10, 2015

6:00 P.M.

Annex Building – 4004 Main Street

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Rowlett reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

Council Present: Mayor Gottel, Mayor Pro Tem Gallops, Councilmember Bobbitt, Councilmember Sheffield and Councilmember van Bloemendaal

Council Absent: Deputy Mayor Pro Tem Pankratz and Councilmember Dana-Bashian

1. CALL TO ORDER

Mayor Pro Tem Gallops called the meeting to order at 6:00 p.m.

2. PRESENTATION

2A. Proclamation recognizing Men & Ladies of Honor/Honor Academy's trip to Africa.

Mayor Pro Tem Gallops presented the proclamation to Daniel Rorie, who will be making the trip.

3. WORK SESSION

3A. Discuss Drainage Utility Fees. (60 minutes)

Jim Proce, Assistant City Manager, reviewed legislation regarding the fees along with historical needs and requirements. He reviewed the allocation of the \$1.3 million in fees currently collected. He discussed goals for a stormwater utility system, the current number of meters in the City – both residential and non-residential, and provided an overview of a sampling average of residential properties for an Equivalent Residential Unit (ERU) system. He reviewed the ERU based rate structure along with other considerations of a base rate, potential tiered structuring, credits for stormwater attenuation, costs for actual program, development of an equitable appeals process, and revenue structure policies.

He reviewed the revenue structure policies, including requires exemptions, allowable exemptions, and exemptions with no legal basis.

He reviewed the next steps: thorough analysis of impervious areas, cost of service analysis, complete parcel to utility association for residential property if a tiered structure is desirous, draft a revision to the current ordinance for adoption and implementation, develop process to capture new development as it occurs, engage a public outreach campaign to educate the public on the revisions of the plan, and work towards a 2016 implementation with Council direction.

Council discussion regarding maintaining current rates for residents, this process would be considered “best practices”, and possible tiered structure for residents. Staff will provide Council with an update at a future meeting with more information as it relates to residential properties and a more accurate idea of business properties.

- 3B.** Discuss and receive direction from City Council on a proposed ordinance establishing when a property must connect to the City’s sanitary sewer system. (30 minutes)

Marc Kurbansade, Director of Development Services, reviewed the background and history of the existing incentive policy and code components that had previously been included in the Building Code.

Council discussion regarding personal property mandates, continuation of the incentive program, whether to include the decommission of the septic system in the program, and how many of the current septic users would be interested in participating in the incentive program.

It was the consensus of Council to reinstate the incentive program for new line construction connections and notifying those homeowners who are currently within the 300 foot distance and are feasible for connection.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS

4. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:00 p.m.



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 03/17/15

AGENDA ITEM: 7B

TITLE

Consider action to approve a resolution to amend the license agreement with Kayak Instruction Foundation, Inc., for a kayak rental and training services concession at Paddle Point Park.

STAFF REPRESENTATIVE

Jermel Stevenson, Director of Parks and Recreation

SUMMARY

Kayak Instruction Foundation, Inc., has provided kayaking services at Paddle Point Park for the past several years. These services include paddle board rentals as well as classes in kayaking. Dave Holl is the owner and is the principal instructor. This consent item approves an annual contract between the City of Rowlett and Kayak Instruction Foundation, Inc. The most significant changes made include the payment of fees paid to the City from a percentage to a flat fee and eliminates the requirement for audit.

BACKGROUND INFORMATION

Kayak Instruction Foundation, Inc., offers the non-exclusive license, franchise, and privilege to conduct kayak classes, tours, events and related activities at Lake Ray Hubbard from the docks and facilities of the City at Paddle Point Park. As previously mentioned, the foundation's activities include conducting classes, events and programs (including rentals) associated with the use of kayaks, canoes and similar non-motorized watercraft. This agreement became effective October 1, 2013.

A requirement of the October 1, 2013, agreement requires Kayak Instruction Foundation, Inc., to pay to the City, on a quarterly basis, a concession fee of five percent (5%) of all fees and charges collected from patrons of the classes, events and programs at the Park. Quarterly payments are required to be accompanied by a report submitted by the Service Provider that substantiates each quarterly payment, showing all sales and rental activities at the Park.

In this amendment, the fee has been converted from a percentage basis to a fixed fee of \$300 per quarter. In addition, an annual report will be required to be submitted by April 1st each year indicating the number of participants and the annual revenue of all rentals at the Park.

DISCUSSION

This item has been discussed with Council in an Executive Session. Recently, Dave Holl submitted a proposal to the City with a request to move from a quarterly payment of five percent per quarter to \$300 per quarter for a five-year period. Since the time of the submittal and the consideration of a few internal departments, the City has accepted the proposal. The same terms

of the previous agreement will remain. The only additions will be the \$300 quarterly payment along with an annual report to the City from Kayak Instruction Foundation, Inc. The requirement for an audit has been removed; however, Kayak Instruction Foundation will be required to “make such books and records available during normal business hours for inspection by the City, at the City’s expense, upon reasonable advance notice”.

FINANCIAL/BUDGET IMPLICATIONS

The financial implications for this item will be the standard revenue of \$300 per quarter for a period of five years beginning April 2015. Listed below is the record of revenue received in 2013 and 2014, as well as a forecast of the revenue anticipated from Kayak Instruction Foundation, Inc. for the next five years.

Record of revenue received in 2013-2014

Period	Total
Quarter 1: Oct – Dec 2013	\$ 6.37
Quarter 2: Jan – Mar 2014	3.43
Quarter 3: Apr – Jun 2014	19.69
Quarter 4: Oct – Dec 2014	<u>0.00</u>
Total to date	<u>\$29.49</u>

Forecast of record of revenue expected for the next five years

Period	Total
FY2015 Quarters 1 through 2	\$ 600.00
FY2016 Quarters 1 through 4	1,200.00
FY2017 Quarters 1 through 4	1,200.00
FY2018 Quarters 1 through 4	1,200.00
FY2019 Quarters 1 through 4	1,200.00
FY2020 Quarters 3 through 4	<u>600.00</u>
Total five years	<u>\$6,000.00</u>

RECOMMENDED ACTION

City staff recommends the consent item as presented.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN AMENDMENT TO THE LICENSE AGREEMENT WITH KAYAK INSTRUCTION FOUNDATION, INC. AT PADDLE POINT PARK EFFECTIVE APRIL 1, 2015.

WHEREAS, the City has entered into a Master Lease with the City of Dallas, Texas, that allows the City to grant concessions and franchises in the area known as the “Take Area,” which is defined in the Master Lease as the perimeter boundary of the land owned by the City of Dallas surrounding Lake Ray Hubbard; and

WHEREAS, Paddle Point Park (“Park”) is a public park located within the Take Area; and

WHEREAS, the City and Kayak Instruction Foundation, Inc. (Service Provider) have entered into a License Agreement (the “Agreement”) that allows Service Provider the opportunity to operate a non-exclusive franchise, license and privilege to conduct kayak classes, tours, events and related activities at Lake Ray Hubbard from the docks and facilities located in the Park; and

WHEREAS, the parties have agreed to amend the Agreement to revise Section 4 of the Agreement, to amend the concession fee provisions and to extend the term of the Agreement, as set forth hereinafter,

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

Section 1: That the City Council of the City of Rowlett, Texas, hereby approves the First Amendment to the License Agreement by and between the City and Kayak Instruction Foundation, Inc., a true and correct copy of which is attached hereto and incorporated herein as Exhibit “A.”

Section 2: That the City Council hereby authorizes the City Manager to execute the Amendment on the City’s behalf, after approval by the City Attorney, and to execute such related documents as may be necessary to give effect to this resolution.

Section 3: This resolution shall become effective immediately upon its passage. The Amendment approved herein shall be effective as of April 1, 2015, regardless of the date signed.

ATTACHMENT

Exhibit A - Agreement with Kayak Instruction Foundation, Inc.

STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF ROWLETT §

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (“Amendment”) is made and entered into by and between Kayak Instruction Foundation, Inc. (“Service Provider”), and the City of Rowlett, Texas (“City”), as of the date set forth hereinbelow.

WHEREAS, the City has entered into a Master Lease with the City of Dallas, Texas, that allows the City to grant concessions and franchises in the area known as the “Take Area,” which is defined in the Master Lease as the perimeter boundary of the land owned by the City of Dallas surrounding Lake Ray Hubbard; and

WHEREAS, Paddle Point Park (“Park”) is a public park located within the Take Area; and

WHEREAS, the City and Service Provider have entered into a License Agreement (the “Agreement”) that allows Service Provider the opportunity to operate a non-exclusive franchise, license and privilege to conduct kayak classes, tours, events and related activities at Lake Ray Hubbard from the docks and facilities located in the Park; and

WHEREAS, the parties have agreed to amend the Agreement to revise Section 4 of the Agreement, to amend the concession fee provisions and to extend the term of the Agreement, as set forth hereinafter,

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:

1. Section 4 of the Agreement be and is hereby amended such that Section 4 is replaced and shall henceforth read in its entirety as follows:

“Section 4. The Service Provider agrees to remit to the City, on a quarterly basis, a concession fee of Three Hundred Dollars (\$300.00) per quarter (or \$1,200.00 per year) beginning on April 1, 2015, and continuing for a period of five (5) years, ending on March 31, 2020. Quarterly payments shall be paid in advance on the first day of each quarter. Service Provider shall provide the City with an annual report on or before April 1 of each year that sets forth the number of participants and annual revenue of all rentals and that provides such other information as may be requested by the City or the City of Dallas. In addition, Service Provider shall maintain at his place of business adequate books and records relating to the fees collected for the classes, events and programs and shall make such books and records available during normal business hours for inspection by the City, at the City’s expense, upon reasonable advance notice.”

2. Section 6 of the Agreement be and is hereby amended such that Section 6 is replaced and shall henceforth read in its entirety as follows:

“Section 6. The term for this Agreement shall be for a period of five (5) years of and from April 1, 2015 and ending on March 31, 2020. Any failure by the Service Provider, or his successors and assigns, to observe the terms and conditions of this Agreement shall constitute grounds for forfeiture and immediate termination of all the Service Provider’s rights under this Agreement. Either party may terminate this Agreement without cause upon providing thirty (30) days’ written notice thereof.”

3. All other terms, provisions and conditions of the Agreement shall remain in effect as written.

This Amendment shall be effective as of April 1, 2015, regardless of the date signed.

KAYAK INSTRUCTION FOUNDATION, INC.

By: _____
Dave Holl
Title: _____
Its Authorized Representative
Date: _____

CITY OF ROWLETT

By: _____
Brian Funderburk, City Manager
Date: _____

ATTEST:

Laura Hallmark, City Secretary



City of Rowlett Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 03/17/15

AGENDA ITEM: 8A

TITLE

Conduct a public hearing and take action on a rezoning of a 0.1676-acre tract of land from Planned Development Ordinance #017-13 to Single Family-8 and a rezoning of a 9.1971-acre tract of land to amend the development standards in Planned Development Ordinance #017-13. The subject properties are located at 8110 Chiesa Road, further described as being 0.1676 acres of Tract 3 in the James Saunders Survey, Abstract No. 1424 and 7000 Chiesa Road, further described as being all of 9.1971 acres of Tract 3 the James Saunders Survey, Abstract No. 1424, City of Rowlett, Dallas County, Texas. (PD15-768)

STAFF REPRESENTATIVE

Garrett Langford, Principal Planner

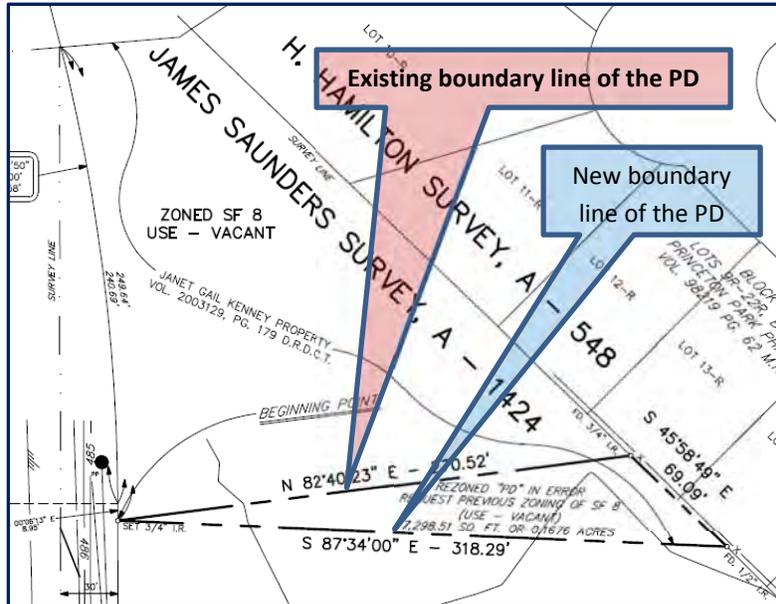
SUMMARY

The reasons for this rezoning request are twofold. One, the request would rezone 0.1676 acres of land back to Single Family 8 that was mistakenly included in Planned Development (PD) Ordinance #017-13. Second, the request would also amend the development standards in PD Ordinance #017-13 to increase the allowable lot coverage and remove the screening walls from the service area.

The Planning and Zoning Commission voted unanimously to recommend approval of the request at their meeting on February 24, 2015. The discussion can be viewed at the following link as item C1: <http://rowlettx.swagit.com/play/02242015-1135>

BACKGROUND INFORMATION

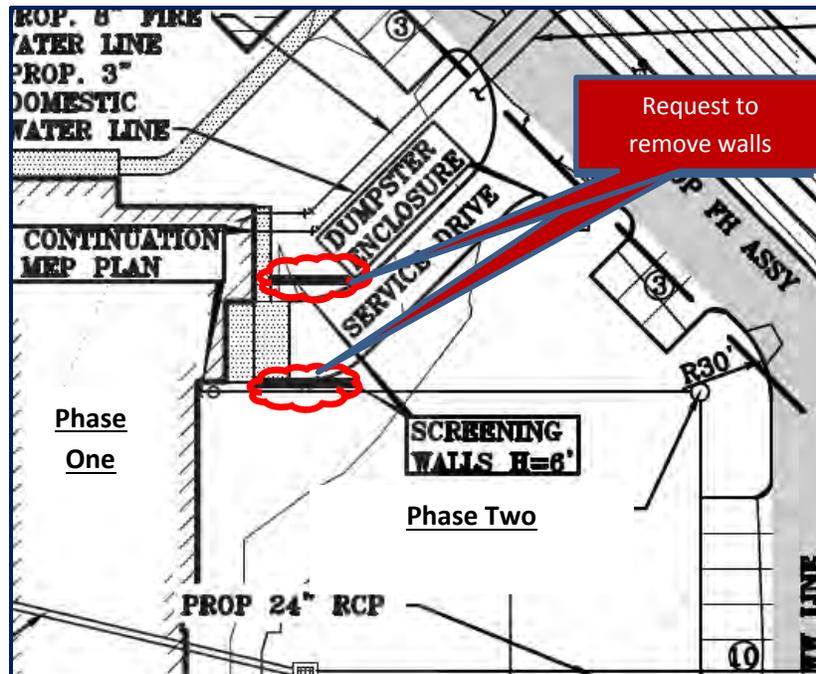
On June 6, 2013, City Council approved PD Ordinance #017-13 to allow a 93-bed assisted living facility located at 7000 Chiesa Road (Attachment 1 – Location Map). The PD Ordinance #017-13 identified the boundaries of the PD and specified the development standards for a proposed assisted living facility (Attachment 2 – PD Ordinance #017-13). Subsequently, during the development review process, it came to the attention of the developer that the boundary description provided by their surveyor incorrectly included a portion of the adjacent property immediately to the north of their property (Attachment 3 – Rezoning to SF 8). This portion of land represented 0.1676 acres of land owned by Janet Kenney (see image below). The developer, Ms. Kenney and the surveyor have confirmed the correct location of the boundary line between the two properties. With Ms. Kenney's consent, the developer is requesting to rezone the 0.1676 acres back to its initial rezoning, which was Single Family 8.



As part of this request, the developer is also seeking modifications to the development standards regarding lot coverage and service area screening. Phase one of the assisted living facility will consist of 63 beds within a 57,679 square-foot building. The applicant initially sought a two-phase development plan with a maximum of 93 beds as it was proposed within the PD #017-13. However, the approval of Development Plan was limited to phase one and did not include phase two. The development standards listed in Exhibit D of the adopted PD stipulated the maximum lot coverage at 35 percent. Lot coverage includes all impervious surfaces including the building and pavement. However, the concept plan attached to the PD as Exhibit E shows a 35 percent maximum coverage based on the building and not total impervious coverage. When there is a conflict between requirements within an ordinance, the provisions that are more restrictive or that impose higher standards or requirements shall govern.

In the process of preparing the detailed site plan, it became apparent that the total impervious coverage at full build-out with phase one and phase two would exceed the 35 percent maximum lot coverage. Therefore, the applicant chose to pursue a Development Plan limited to phase one in order to comply with the more restrictive requirements of the PD and to move the project forward. The proposed amendment is to correct the conflicting lot coverage requirements between what is stated in the development standards listed in Exhibit D and what is shown on the concept plan in Exhibit E. The proposed amendment will correct Exhibit D by increasing the maximum lot coverage to 45 percent (Attachment 4 – Exhibit D Strikethrough) and will update the concept plan (Attachment 5 – Concept Plan) in Exhibit E.

The applicant is also requesting a modification to the development standards regarding screening for the service area. The PD required a 6-ft masonry screening wall to provide screening to the service area, which is the loading area for the proposed facility. The approved development plan for phase one showed a screening wall on the north side and south side of the loading area (see image below).



The applicant would like to avoid erecting the screening wall from both sides of the service area. The south screening wall would eventually be replaced by phase two. To the south of the subject property is a place of worship zoned single family residential. While it is understood that phase two would render the south screening wall moot, staff also has to consider that phase two may not come to fruition, which is why the wall was required initially. The loading area will consist of a standard door for deliveries and will not consist of a rollup door or a loading bay. To the north of the subject property is a single family residential subdivision. The north side service area will continue to be screened by a landscape buffer and berm along the north and east property lines.

This request does not change the overall scale of the proposed facility, which was proposed with a maximum of 93 beds. The proposed amendment to PD #017-13 will correct the legal description, modify the development standards by increasing the maximum lot coverage from 35 percent to 45 percent and by removing the requirement for the screening wall for the service area, and updating the concept plan.

DISCUSSION

Section 77-805 of the *Rowlett Development Code (RDC)* states that the Planning and Zoning Commission shall consider the following when making their recommendation to the City Council as it pertains to rezoning requests including Planned Developments. These criteria are listed below:

1. Whether the proposed rezoning corrects an error or meets the challenge of some changing condition, trend, or fact;

The proposed amendment to the Planned Development Ordinance #017-13 is needed to correct the boundary of the PD and to correct the conflicting lot coverage requirements between what is stated in the development standards listed in Exhibit D and what is shown on the concept plan in Exhibit E.

2. Whether the proposed rezoning is consistent with the comprehensive plan and the purposes of this code stated in subchapter 77-103, Purpose of this Code;

The subject property is not located within one of the 13 opportunity areas identified in the Realize Rowlett 2020 Comprehensive Plan. As such, the guiding principles and existing zoning should inform development and rezoning decisions. As it was stated in the staff report for rezoning for the PD in 2013, an assisted living facility meets the intent of Guiding Principle 3, which is to “Make Rowlett a community that is attractive to people at all stages of their lives”, which includes those aging and those in need of living assistance. The proposed PD amendment does not alter this assessment.

3. Whether the proposed rezoning will protect or enhance the health, safety, morals, or general welfare of the public;

The proposed amendments to the PD are not expected to negatively impact the health, safety, morals, or general welfare of the public. The amendment to increase the lot coverage from 35 percent to 45 percent will not negatively impact the general welfare. Lot coverage of 45 percent is no more than the 45 percent allowed by right in single family residential districts.

Removing the screening wall from the service area (loading area) is not expected to have an impact on the general welfare. The loading area does not consist of an overhead door or a loading bay. South of the service area will not be necessary with the expansion of phase two. North of the service area will have screening from the landscape buffer and berm along the property lines.

4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

Adequate utilities, access roads, and drainage facilities exist for the subject property and are sufficient for accommodating the demands associated with the request.

5. Whether the proposed rezoning is likely to have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation;

It is unlikely that the proposed amendments to the PD will have significant adverse impacts on the natural environment. However, whenever a greenfield site is developed, some impacts on the natural environment can be expected. These will be mitigated to the extent practical by the regulations on storm water retention/detention, landscaping and tree preservation ordinances.

6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract;

As it is indicated in the staff report for the initial rezoning in 2013, an assisted living facility is not expected to have an adverse impact on other properties in the surrounding areas. The proposed amendments to the PD do not alter that assessment.

7. The suitability of the subject property for the existing zoning classification and proposed zoning classification;

The proposed PD amendment does not change the zoning classification or change the proposed use of the property. Allowing an assisted-living facility will be suitable for the subject property.

8. Whether there is determined to be an excessive proliferation of the use or similar uses;

The proposed PD amendment does not involve a change in allowable uses of the subject property. This criterion is not applicable to this request. However, the staff report for the initial rezoning clearly indicated the need for an assisted living facility within the City. That assessment continues today.

9. Whether the proposed rezoning will ensure that future uses on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract; and;

The proposed rezoning is compatible with surrounding uses and is in scale with other properties in the area. Increasing the lot coverage to 45 percent will not place the proposed development out of scale with the surrounding properties. The overall scale of the project is the same as it was before.

10. The supply of land in the economically relevant area that is in the use district to be applied by the rezoning or in similar use districts, in relation to the demand for that land.

The proposed PD amendment to correct the north boundary line, lot coverage and remove the screening walls for the service area will not impact the supply of land. This criterion is not applicable to this request.

In summary, the proposed amendment to the PD to correct the boundary line, increase the lot coverage and remove the screening walls from the service area will have not have an adverse impact on adjacent properties. The proposed PD amendment meets the before mentioned criteria for a rezoning and is consistent with the Realize Rowlett 2020 Comprehensive Plan. The PD amendments will allow the proposed development with phase two as it was originally intended.

Public Notice

On February 6, 2015, a total of 43 notices were sent to property owners within 200 feet and a total of 76 courtesy notices were sent to property owners within 500 feet. As of Friday, March 11, 2015, no responses from the public notices have been received in favor of the request while two have been received in opposition (Attachment 6 – Public Notice Responses). One response from the courtesy notices was received in favor of the request while six were received in opposition (Attachment 7 – Courtesy Notice Response).

A Legal Notice was published in the *Rowlett Lakeshore Times* on February 5, 2015, pursuant to the requirements set forth in the Rowlett Development Code. A zoning sign was placed on the subject property on February 13, 2015, in accordance with the Rowlett Development Code and remains on the site today.

FISCAL IMPACT/BUDGET IMPLICATIONS

N/A

RECOMMENDED ACTION

Staff recommends approval of the request to amend PD Ordinance #017-13.

ORDINANCE

AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, GRANTING A CHANGE IN ZONING FROM “PD” PLANNED DEVELOPMENT OVERLAY TO “SF-8” SINGLE FAMILY 8 ZONING FOR A 0.1676+/- ACRE TRACT OF LAND CONSTITUTING A PART OF A 9.36+/- ACRE TRACT GENERALLY LOCATED AT 8110 CHIESA ROAD, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A”, IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS; AND AMENDING THE PLANNED DEVELOPMENT ZONING OVERLAY GRANTED IN ORD-017-13, ADOPTED ON OR ABOUT JUNE 4, 2013, TO AMEND LOT COVERAGE AND SERVICE AREA SCREENING REQUIREMENTS SET FORTH IN EXHIBIT “D” TO ORD-017-13 RELATING TO THE PLANNED DEVELOPMENT STANDARDS FOR 9.1971+/- ACRES OF LAND LOCATED AT 7000 CHIESA ROAD, IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rowlett, Texas, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, adopted Ordinance No. ORD-

017-13, on or about June 4, 2013, granting Planned Development Zoning for 9.36+/- acres of land situated generally at 7000 Chiesa Road for an assisted living facility; and

WHEREAS, the Council finds and determines that a part of the land constituting the subject of ORD-017-13, a tract consisting of 0.1676+/- acres, was inadvertently included in the legal description for the assisted living facility project, should not have been included therein, and should be rezoned back to the "SF-8" Single Family zoning classification as it existed prior to the adoption of the PD zoning in ORD-17-13; and

WHEREAS, a request has been submitted for an amendment to the Planned Development regulations adopted by Ordinance No. ORD-017-13, seeking relief from the lot coverage and service area screening requirements of the regulations; and

WHEREAS, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Rowlett is of the opinion that said zoning ordinance should be amended as provided herein;

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

Section 1. That the Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, heretofore duly passed by the governing body of the City of Rowlett, as heretofore amended, be and the same are hereby amended by granting a change in zoning from "PD" Planned Development overlay district zoning to "SF-8" Single Family 8 zoning for 0.1676+/- acres of land situated generally at 8110 Chiesa Road and being more particularly described in Exhibit "A" attached hereto and incorporated herein. The development standards and regulations set forth in the "SF-8" Single Family zoning district classification shall be applicable to all land uses, structures, the use and occupancy of all structures, and the development, construction, operation and maintenance of all improvements on the property described in this section.

Section 2. That Ordinance No. ORD-017-13, duly adopted by the City Council of the City of Rowlett, Texas, on or about June 4, 2013, be and is hereby amended to amend the Planned Development regulations incorporated in said ordinance applicable to property described as being 9.1971+/-acres of land situated generally at 7000 Chiesa Road, and being more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein.

Section 3. That Exhibit "D" of Ordinance No. ORD-017-13, be and is hereby amended to 1) revise the lot coverage requirements in said ordinance and 2)

remove the service area screening requirements in part 7 of the “Landscaping Standards for an Assisted Living Facility or Similar Use,” such that Exhibit “D” of ORD-017-13, and the Planned Development Regulations applicable to the subject property, shall read in their entirety as set forth in Exhibit “C” attached hereto and incorporated herein. Exhibit “E” of ORD-017-13, the Concept Plan, be and is hereby replaced with Exhibit “D”, attached to this ordinance.

Section 4. That all provisions of the ordinances of the City of Rowlett in conflict with the provisions of this ordinance be and the same are hereby repealed and all other provisions of the ordinances of the City of Rowlett not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 5. That an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

Section 7. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Rowlett, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 8. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

ATTACHMENTS

Exhibit A – Legal Description – 0.1676 acres

Exhibit B – Legal Description – 9.6399 acres

Exhibit C – Development Standards

Exhibit D – Concept Plan

Attachment 1 – Location Map

Attachment 2 – Planned Development Ordinance #017-13

Attachment 3 – Rezoning to SF-8

Attachment 4 – PD Exhibit D Amendments Strike-through underline

Attachment 5 – Revised Concept Plan

Attachment 6 – Public Notice Reponses
Attachment 7 – Courtesy Notice Responses

EXHIBIT A

PROPERTY DESCRIPTION

BEING all of that certain lot, tract or parcel of land situated in the JAMES SAUNDERS SURVEY, A-1424, City of Rowlett, Dallas County, Texas, and being part of that same tract of land described in deed to Janet Gail Kenney, recorded in Volume 2003129, Page 179 of the Deed Records of Dallas County, Texas, and said tract being more particularly described as follows:

COMMENCING at the present intersection of the southeast R.O.W. line of Bellaire Lane (a 50' R.O.W.) with the east line of Chiesa Road (a variable width R.O.W.); said point beginning a curve to the right having a central angle of 18°52'50" and a radius of 985.00', bearing S 71°00'57" W; Thence southerly around said curve and along the east line of Chiesa Road, a distance of 324.58' to a point; Thence S 00°06'13" E, 8.95' along the east line of Chiesa Road to a 3/4" iron rod found at the southwest corner of said Kenney property and the POINT OF BEGINNING;

THENCE N 82°40'23" E, 270.52' over and across said Kenney property to a 3/4" iron rod found for corner in the southwest line of Block 17 of Lots 9R-22R, Block 17, Princeton Park Phase III-A, an addition to the City of Rowlett, Texas, recorded in Volume 98219, Page 62 of the Map Records of Dallas County, Texas;

THENCE S 45°58'49" E, 69.09' along the southwest line of said Block 17 to a 1/2" iron rod found at the southeast corner of said Kenney property;

THENCE N 87°34'00" W, 318.29' along the south line of said kenney property to the point of beginning and containing 7,298.51 square feet or 0.1676 acres of land.

EXHIBIT B

PROPERTY DESCRIPTION

BEING all of that certain lot, tract or parcel of land situated in the JAMES SAUNDERS SURVEY, A-1424, City of Rowlett, Dallas County, Texas, and being a part of Chiesa Road (a variable width R.O.W.) and all of that same tract of land described in deed to Castle Ridge Homes, Inc., recorded in Volume 2000033, Page 2493 of the Deed Records of Dallas County, Texas, and said composite tract being more particularly described as follows:

COMMENCING at the present intersection of the southeast R.O.W. line of Bellaire Lane (a 50' R.O.W.) with the east line of Chiesa Road; said point beginning a curve to the right having a central angle of 18°52'50" and a radius of 985.00', bearing S 71°00'57" W; Thence southerly around said curve and along the east line of Chiesa Road, a distance of 324.58' to a point; Thence S 00°06'13" E, 8.95' along the east line of Chiesa Road to a 3/4" iron rod set at the southwest corner of that same tract of land described in deed to Janet Gail Kenney, recorded in Volume 2003129, Page 179 of the Deed Records of Dallas County, Texas, and the POINT OF BEGINNING;

THENCE S 87°34'00" E, 318.29' along the south line of said Kenney property to a 1/2" iron rod found for corner in the southwest line of Block 17 of Lots 9R-22R, Block 17, Princeton Park Phase III-A, an addition to the City of Rowlett, Texas, recorded in Volume 98219, Page 62 of the Map Records of Dallas County, Texas;

THENCE S 44°56'06" E, 889.50' along said Block 17 to a 3/4" iron rod found at the northeast corner of that same tract of land described in deed to Crossroads Baptist Church, recorded in Volume 99225, Page 1978 of the Deed Records of Dallas County, Texas;

THENCE S 89°53'47" W along the north line of said Crossroads Baptist Church property, at 139.16' passing the northeast corner of Lot 1, Block 1 of Crossroads Church, an addition to the City of Rowlett, Texas, recorded in Volume 98245, Page 11 of the Map Records of Dallas County, Texas, and continuing along the north line of said Lot 1 for a total distance of 975.10' to a point for corner in the center of Chiesa Road;

THENCE N 00°06'13" W, 641.11' along the center of Chiesa Road to a point for corner;

THENCE N 82°40'23" E, 30.24' to the point of beginning and containing 419,916.19 square feet or 9.6399 acres of land.

EXHIBIT C – PLANNED DEVELOPMENT STANDARDS**Rowlett Assisted Living Facility**

A tract of land situated in the James Saunders Survey, A - 1424, City of Rowlett, Dallas County, Texas

This planned development shall follow all standards of Rowlett Development Code and Single Family 10 Zoning District unless specifically listed below:

Additional Uses Permitted

1. Beside the permitted uses allowed in the SF-10 zoning district, the only additional permitted uses shall be retirement home, nursing home, continuing care facility or assisted living facility.
2. The facility is initially intended to have 64 beds but may be expanded in the future to 93 beds provided that all standards of this Planned Development are met.
3. Accessory structures for the Assisted Living or Similar facility may be permitted provided they comply with the same architectural standards as the primary building and do not encroach into any required landscape buffers.

Dimensional Standards for an Assisted Living Facility or Similar Use

1. Front setback – 120 foot minimum
2. Side Setback – 45 foot minimum
3. Rear Setback – 100 foot minimum
4. Building Height – 1 story or 36 feet height maximum
5. Lot coverage – 45 percent maximum lot coverage
6. Density – There shall be no maximum density
7. The building shall be oriented to face Chiesa Road

Landscaping Standards for an Assisted Living Facility or Similar Use

All landscaping shall follow the Rowlett Development Code unless specified below:

1. A minimum of 15 percent of the site shall be landscaped.
2. A 15 foot Right of Way buffer will be required along Chiesa Road this shall include
 - a. Trees every 30 feet on center and cluster of trees not to exceed 40 feet on center.
 - b. 10 shrubs per 30 lineal feet.
3. A 15 foot incompatibility buffer will be place along the north property line and a living screen shall be provided along the north property line. This shall include:
 - a. An undulating berm with a minimum side slope of four to one and a minimum crown width of one and half feet.
 - b. Large evergreen shrubs planted in staggered rows to provide a solid screen in one year of planting in a minimum five foot wide bed. Minimum of 10 shrubs per 30 lineal feet.
4. On the East property line the existing tree line will serve as the required Landscape Incompatibility Buffer except that where existing trees are spaced greater than 40 feet on center additional trees

shall be added so that trees are never spaced farther apart than 35 feet on center. In addition, large evergreen canopy trees shall be planted every 50 feet to ensure screening from the adjacent neighborhood

5. On the South property line a six foot buffer shall be provided and will consist of turf grasses.
6. Parking lot Landscaping shall include:
 - a. Five percent of the parking lot area shall be landscaped.
 - b. Landscape islands of nine by eighteen feet shall be located every 12 spaces or less.
 - c. A canopy tree will be required on every landscape island and additional trees will be required for every additional 400 square feet of landscape area.
 - d. Shrub rows with shrubs planted 3 feet on center will place in front of all parking areas to provide screening from headlights.
7. Service area screening shall not be required.

Architectural Standards for an Assisted Living Facility or Similar Use

Architecture for the assisted living facility shall follow the standards in the Rowlett Development Code for commercial or institutional buildings unless noted below.

1. All buildings shall be 100 percent stone, brick, or ¾ inch cement based stucco exclusive of roofs, doors, windows, and dormers.
2. A minimum of 20 percent accent material shall be provided per elevation.
3. Two or more methods of articulation shall be provided every 25 feet on walls exceeding 50 feet in length. Methods include:
 - a. Changes in color, graphical patterning, changes in texture, or changes in material
 - b. Projections, recesses, reveals, expressing structural bays or other aspects of the architectures with a minimum change of plane of 12 inches
 - c. Windows and fenestrations
 - d. Horizontal or vertical breaks and
 - e. Other similar techniques
4. Entries shall be distinguished using three or more of the methods below:
 - a. Canopies or porticos
 - b. Overhangs
 - c. Recesses or projections
 - d. Arcades
 - e. Arches
 - f. Peaked roof forms
 - g. Outdoors patios
 - h. Display windows
 - i. Architectural tiles or moldings
 - j. Integrated planters or wing walls that incorporate landscaped areas or seating

Lighting for an Assisted Living Facility or Similar Use

1. Light fixtures shall be mounted no higher than 15 feet above grade.
2. No more than 1 foot candle of illumination may leave the property at the property line.



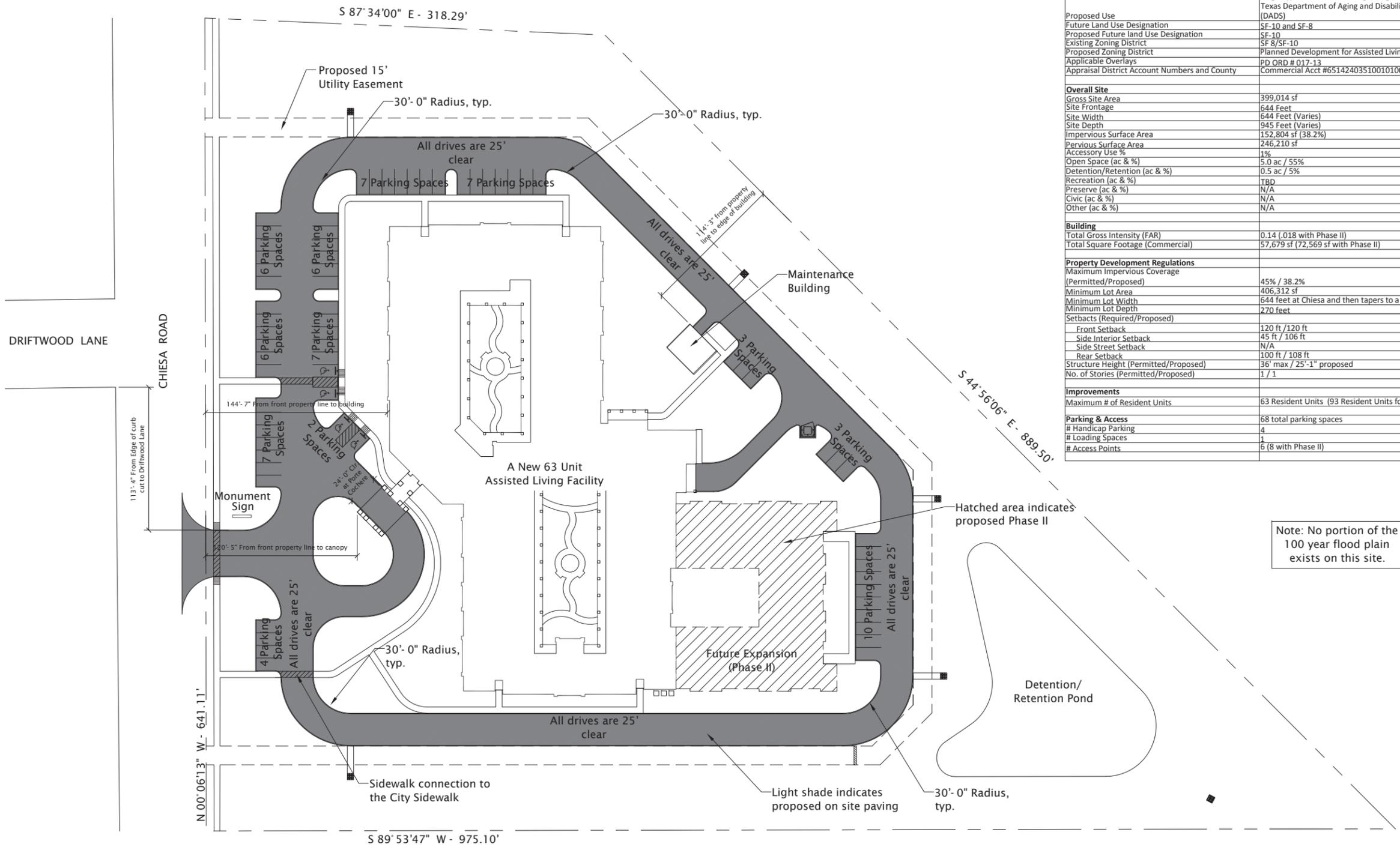
109 South Highway 183
Leander, Texas 78641
Voice 512.259.4175
Fax 512.259.4604
eMail wdavies@dfdarch.com

Project Number: 00000
© DFD Architects, Inc.



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Property Development Regulations	
General	
Case Number	PD15-678
Name of Project/Development	Rowlett Assisted Living
Proposed Use	Large Type "B" Assisted Living as regulated by the Texas Department of Aging and Disability Services (DADS)
Future Land Use Designation	SF-10 and SF-8
Proposed Future Land Use Designation	SF-10
Existing Zoning District	SF 8/SF-10
Proposed Zoning District	Planned Development for Assisted Living
Applicable Overlays	PD ORD # 017-13
Appraisal District Account Numbers and County	Commercial Acct #65142403510010100, Dallas County
Overall Site	
Gross Site Area	399,014 sf
Site Frontage	644 Feet
Site Width	644 Feet (Varies)
Site Depth	945 Feet (Varies)
Impervious Surface Area	152,804 sf (38.2%)
Pervious Surface Area	246,210 sf
Accessory Use %	1%
Open Space (ac & %)	5.0 ac / 55%
Detention/Retention (ac & %)	0.5 ac / 5%
Recreation (ac & %)	TBD
Preserve (ac & %)	N/A
Civic (ac & %)	N/A
Other (ac & %)	N/A
Building	
Total Gross Intensity (FAR)	0.14 (.018 with Phase II)
Total Square Footage (Commercial)	57,679 sf (72,569 sf with Phase II)
Property Development Regulations	
Maximum Impervious Coverage (Permitted/Proposed)	45% / 38.2%
Minimum Lot Area	406,312 sf
Minimum Lot Width	644 feet at Chiesa and then tapers to a point
Minimum Lot Depth	270 feet
Setbacks (Required/Proposed)	
Front Setback	120 ft / 120 ft
Side Interior Setback	45 ft / 106 ft
Side Street Setback	N/A
Rear Setback	100 ft / 108 ft
Structure Height (Permitted/Proposed)	36' max / 25'-1" proposed
No. of Stories (Permitted/Proposed)	1 / 1
Improvements	
Maximum # of Resident Units	63 Resident Units (93 Resident Units for Phase II)
Parking & Access	
# Handicap Parking	4
# Loading Spaces	1
# Access Points	6 (8 with Phase II)



All current development requirements of the City as amended shall be met unless approved otherwise within these Planned Development Zoning District Development Regulations.

Deviations from current development standards/regulations not specifically addressed/listed for approval as part of Planned Development Regulations may require a hearing/approval by the Board of Adjustment (BOA)

This Zoning Concept Plan is for illustrative purposes only and subject to change. This Zoning Concept Plan, along with the development regulations, is intended to describe the intent of the Planned Development. Significant deviations from this Zoning Concept Plan, as determined by the Director of the Planning, will require an amendment to the Zoning Concept Plan and, as necessary, the development regulations.

EXHIBIT "E" - ZONING CONCEPT PLAN
OF A TRACT OF LAND SITUATED IN THE JAMES SAUNDERS SURVEY, A - 1424, CITY OF ROWLETT, DALLAS COUNTY, TEXAS.

OWNER
CASTLE RIDGE HOMES, INC.
PO BOX 359
ROWLETT, TEXAS 75030
(972)-412-1330

APPLICANT
RICHARD A. BOSWORTH & PAT GERALD, etux
740 I.H. 30 EAST
SULPHUR SPRINGS, TEXAS 75482
(903)-439-8526

Submission Date:
February 18, 2015

1 Architectural Site Plan
1" = 40'-0"



SURVEYOR
DAVIS LAND SURVEYING CO., INC.
9777 FERGUSON ROAD, SUITE 105
DALLAS, TEXAS 75228
(214)-321-0569

SITE 1

Pat & LaNell Gerald and Rick Bosworth
740 I-30 East
Sulphur Springs, Texas 75482

A New 63 Unit (83 Unit Max) Assisted Living Facility Rowlett, Texas



City of Rowlett

Official Copy

Ordinance: ORD-017-13

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF ROWLETT, TEXAS, AS HERETOFORE AMENDED, TO GRANT A CHANGE IN ZONING FROM "SF-10" SINGLE FAMILY – 10 RESIDENTIAL ZONING AND "SF-8" SINGLE FAMILY – 8 RESIDENTIAL ZONING TO "PD" PLANNED DEVELOPMENT FOR A 9.36 +/- ACRE TRACT OF REAL PROPERTY GENERALLY LOCATED AT 7000 CHIESA ROAD, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS; PROVIDING DEVELOPMENT AND USE STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of Rowlett is of the opinion that said zoning ordinance and map should be amended as provided herein.

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

Section 1: That the Comprehensive Zoning Ordinance, Plan and Map of the City of Rowlett, Texas, heretofore duly passed by the governing body of the City of Rowlett, as heretofore amended, be and the same are hereby amended to grant a change in underlying zoning from "SF-10" Single Family 10 and "SF-8" Single Family 8 zoning to "PD" Planned Development overlay for a 9.36 +/- acre tract of real property generally located at 7000 Chiesa Road, in the City of Rowlett, Dallas County, Texas, and being more particularly described in Exhibit "A" and Exhibit "B", attached hereto and incorporated herein (hereinafter the "Property").

Section 2: That the development standards and regulations set forth in Exhibit "D" and Exhibit "E", attached hereto and made a part hereof, shall be applicable to all land uses, structures, the use and occupancy of all structures, and the development, construction, operation and maintenance of all improvements on the Property described herein.

Section 3: That the Property shall be used only in the manner and for the purposes provided herein and by the ordinances of the City of Rowlett, Texas, as heretofore amended, and as amended herein. The development, use and occupancy of the Property shall conform to the standards and regulations set forth in Exhibit "D" and Exhibit "E", the provisions of the Rowlett Development Code (Chapter 77 of the Code of Ordinances of the City of Rowlett, Texas), and the Code of Ordinances of the City of Rowlett, Texas, as amended. In the event of any conflict or inconsistency between the provisions of this ordinance and the provisions contained in any other provision of the Rowlett Development Code or other codes or ordinances of the City, the provisions of this ordinance shall control. In the event that this ordinance does not include a standard or regulation that is otherwise required for similar or comparable development or uses by the Rowlett Development Code or Code of Ordinances, then the standard or regulation required by the Development Code or other ordinance shall be applied to development and use of the Property.

Section 4: That all provisions of the ordinances of the City of Rowlett in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the City of Rowlett not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 5: An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 6: That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the comprehensive Zoning Ordinance as a whole.

Section 7: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Rowlett, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 8: This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

At a meeting of the City Council on June 4, 2013 this Ordinance be adopted. The motion carried by the following vote:

Ayes: 7 Mayor Gottel, Mayor Pro Tem Phillips, Deputy Mayor Pro Tem Gallops, Councilmember Dana-Bashian, Councilmember Pankratz, Councilmember Bobbitt and Councilmember Kilgore

Approved by 
Mayor

Date June 4, 2013

Approved to form by 
City Attorney

Date June 4, 2013

Certified by 
City Secretary

Date June 4, 2013



EXHIBIT "A"

PROPERTY DESCRIPTION

BEING all of that certain lot, tract or parcel of land situated in the JAMES SAUNDERS SURVEY, A-1424, City of Rowlett, Dallas County, Texas, and being a part of Chiesa Road (a variable width R.O.W.) and all of that same tract of land described in deed to Castle Ridge Homes, Inc., recorded in Volume 2000033, Page 2493 of the Deed Records of Dallas County, Texas, and said composite tract being more particularly described as follows:

COMMENCING at the present intersection of the southeast R.O.W. line of Bellaire Lane (a 50' R.O.W.) with the east line of Chiesa Road; said point beginning a curve to the right having a central angle of $18^{\circ}52'50''$ and a radius of 985.00', bearing $S 71^{\circ}00'57'' W$; Thence southerly around said curve and along the east line of Chiesa Road, a distance of 324.58' to a point; Thence $S 00^{\circ}06'13'' E$, 8.95' along the east line of Chiesa Road to a $3/4''$ iron rod set at the southwest corner of that same tract of land described in deed to Janet Gail Kenney, recorded in Volume 2003129, Page 179 of the Deed Records of Dallas County, Texas, and the POINT OF BEGINNING;

THENCE $N 82^{\circ}40'23'' E$, 270.52' along the south line of said Kenney property to a $3/4''$ iron rod found for corner in the southwest line of Block 17 of Lots 9R-22R, Block 17, Princeton Park Phase III-A, an addition to the City of Rowlett, Texas, recorded in Volume 98219, Page 62 of the Map Records of Dallas County, Texas;

THENCE $S 45^{\circ}58'49'' E$, 69.09' along the southwest line of said Block 17 to a $1/2''$ iron rod found for corner;

THENCE $S 44^{\circ}56'06'' E$, 889.50' along said Block 17 to a $3/4''$ iron rod found at the northeast corner of that same tract of land described in deed to Crossroads Baptist Church, recorded in Volume 99225, Page 1978 of the Deed Records of Dallas County, Texas;

THENCE $S 89^{\circ}53'47'' W$ along the north line of said Crossroads Baptist Church property, at 139.16' passing the northeast corner of Lot 1, Block 1 of Crossroads Church, an addition to the City of Rowlett, Texas, recorded in Volume 98245, Page 11 of the Map Records of Dallas County, Texas, and continuing along the north line of said Lot 1 for a total distance of 975.10' to a point for corner in the center of Chiesa Road;

THENCE $N 00^{\circ}06'13'' W$, 841.11' along the center of Chiesa Road to a point for corner;

THENCE $N 82^{\circ}40'23'' E$, 30.24' to the point of beginning and containing 427,214.70 square feet or 9.8075 acres of land.

Scott Davis

SCOTT DAVIS RPLS 5111



DAVIS LAND SURVEYING CO., INC.
9777 FERGUSON ROAD, SUITE 105
DALLAS, TEXAS 75228 214-321-0569

DATE: 1/26/13

JOB NO. 13011

City of Rowlett
Standard Zoning Request
Exhibit C-Statement of Intent and Purpose

The intent of the proposed zoning change is to accommodate the construction and operation of a Senior Assisted Living facility. The existing zoning at the site is SF-8 & SF-10. The land is currently not in use. The proposed zoning change would designate the land as Planned Development.

The principal owners, Mr. Pat Gerald and Mr. Richard Bosworth both have extensive business histories in North Texas.

Pat Gerald

Attended Texas A&M University-Commerce
US Army 1970-1971
Loan Officer –Farmers Home Administration 1972-1984
Owner Professional Land Title Co., Sulphur Springs TX 1984-2007
Owner Franklin County Abstract, 1984-2007

Richard Bosworth

Attended Texas Tech University and East Texas State University
1980-1984 L.H. Daniel Oil Co. Greenville, Tx Sales
1984-1998 Swatsell, Inc. Sulphur Springs, TX General Manager
1998-2004 Swatsell, Inc. Sulphur Springs, TX General Manager, Partner
2004-2011 Flying L Cellular LLC, Commerce, Tx General Manager, Partner

The Assisted Living Facility will contain 64 dwelling units. Industry norms show that between 85%-90% of the units will house one resident with the balance of units housing 2 residents.

The Assisted Living Facility's business seeks to provide seniors with an alternative to the facilities of normal independent retirement living communities where care is typically not included or available, or traditional nursing homes. Our assisted living facility will provide the ideal solution for seniors who value their independence but require some help with daily activities. Our focus will be on resident health, both physical and mental, while encouraging continued independence through customized wellness plans. The plans will be carried out by our team of specially trained, designated care managers who get to know our resident's individual needs and preferences. Management will only hire nurses and assisted living aides that truly seek to improve the quality of life for all of the residents.

Amenities and services will include but not be limited to:

- A choice of suites with full baths which residents may furnish to their own taste and liking
- Three delicious, professionally prepared, nutritionally proper meals per day along with snacks through the day

- Weekly housekeeping services, laundry assistance, and trash removal daily
- Medication assistance
- Contenance management
- Social activities and programs designed to promote wellness seven days per week all day including cards, dominoes, Wii bowling, and board games
- Comfortable and well-appointed common areas and beautifully landscaped grounds for visiting with family and friends
- Facilities for visiting physicians use
- Around the clock trained staff
- Emergency call response and fire safety systems in each suite

Additionally, the business will have a number of specialty health professionals on retainer so that each of the Company's clients receives the highest level of medical service should the need arise. Management intends to have several specialty allied health professionals on retainer. These professionals include:

- Pharmacy Consultants
- Psychologists
- Physical Therapists
- Speech Pathologists
- Physician Consultant
- Occupational Therapy Consultants

In short, assisted living facilities provide an alternative for Senior citizens who wish to maintain a measure of independence, a sense of security, and are not ready for a full nursing home environment.

With regards to the approval criteria in Section 77-805.C.:

1. As the "Baby Boomer" segment of the US population continues to age at the rate of 4.4 million per year entering senior status there is a tremendous need in the US for various senior oriented living concepts. Demographic data obtained from an independent market study conducted by senior living research firm HCMA-Portland in 2012 determined that there is currently a shortfall in the Rowlett market area of approximately 90 private pay assisted living beds. As the baby

boomer generation continues to age this shortfall will increase dramatically. This means that there are currently senior Rowlett residents who must make a lifestyle change because they need assisted living services who are forced to leave the city for lack of services, or there are Rowlett resident families who would like to move their senior parents into the city to have them in close proximity but cannot. Both situations are very disruptive to a strong family unit. The planned development will meet the challenge of this underserved market.

2. This project is very compatible with the City's comprehensive plan. The site is very close to the southern border of the "B-2 Woodside Living" area as described in the "Realize Rowlett 2020" plan. The following paragraph is taken from the "Market" description under the "Framework for the Future" section of the "Realize Rowlett 2020" plan.

While the larger Trade Area maintains a solid base of middle and upper-middle class demographics which encompasses a broad diversity of psychographic / lifestyle groups, Rowlett's demographics reflect an affluent (\$82,415 median household income in the City compared to \$64,157 in the Trade Area) and highly-educated (35% with a college degree in the City, 33% in the Trade Area) population. Both City and Trade Area residents prefer to "age in place", as evidenced by projected growth in the 55+ age group. This results in a relatively stable community environment, with residents preferring to move within the community as lifestyle forces dictate. This stability is further reinforced by a higher than average share of family-oriented households and high homeownership figures, indicating increased an level of "investment" in the community.

Additionally, under the "Realize Rowlett 2020" plan for the B-2 development zone the strongest supported guiding principle for that area is number 3 which reads "Make Rowlett a community that is attractive to people at all stages of their lives." Our facility strongly advances this goal.

3. The proposed rezoning will definitely enhance the health, safety, and general welfare of the public by providing the means to deliver crucial services to an underserved segment of the city's population.
4. Current information indicates that the city and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property while maintain sufficient levels of service to existing development.
5. This proposed rezoning is not likely to have significant adverse impacts on the natural environment. Any impact on the natural environment will be positive through the eventual landscaping that will result from the proposed facility on what is now undeveloped land with little to no foliage.
6. The proposed rezoning will not have significant adverse impacts on other property in the vicinity. Existing nearby residential property values will remain unchanged. The property to the immediate south is the home of Crossroads Church. In a meeting with church founder Mr. Kelby Mullins and church Pastor Kent Cox both said they were happy to hear of the proposed change and believed it was an excellent location for an upscale assisted living facility and would be an asset to the neighborhood and community.
7. The subject piece of property is not suitable to the existing zoning classification of single family residential due to odd shape of the tract. However, with regards to an assisted living facility the negative aspects of the shape of the property are negated and due to natural drainage slopes are conducive to this type of development.
8. There being no other assisted living facility within the vicinity of the subject tract and only one other facility in the entire city there does not, according to demographic data, appear to be an excessive proliferation of the use or similar uses.

9. As evidenced by the existing church facility to the immediate south of the subject property and the church leadership's expressed feeling of compatibility with the proposed project the proposed rezoning will ensure that future use will be compatible in scale with uses on other properties in the vicinity.
10. As per the City of Rowlett Planning and Zoning Department there is not currently a tract of land within the City of Rowlett large enough for the construction of an assisted living facility. As such, the planned development of a tract is required before any such project can continue.

EXHIBIT D - PLANNED DEVELOPMENT STANDARDS**Rowlett Assisted Living Facility**

A tract of land situated in the James Saunders Survey, A - 1424, City of Rowlett, Dallas County, Texas

OWNER:

CASTLE RIDGE HOMES, INC.
PO BOX 359
ROWLETT, TEXAS 75030
(972)-412-1330

APPLICANT:

RICHARD A. BOSWORTH &
PAT GERALD, etux
740 I.H. 30 EAST
SULPHUR SPRINGS, TEXAS 75482
(903)-439-8526

SURVEYOR:

DAVIS LAND SURVEYING CO., INC.
9777 FERGUSON ROAD, SUITE 105
DALLAS, TEXAS 75228
(214)-321-0569

This planned development shall follow all standards of Rowlett Development Code and Single Family 10 Zoning District unless specifically listed below:

Additional Uses Permitted

1. Beside the permitted uses allowed in the SF-10 zoning district, the only additional permitted uses shall be retirement home, nursing home, continuing care facility or assisted living facility.
2. The facility is initially intended to have 64 beds but may be expanded in the future to 93 beds provided that all standards of this Planned Development are met.
3. Accessory structures for the Assisted Living or Similar facility may be permitted provided they comply with the same architectural standards as the primary building and do not encroach into any required landscape buffers.

Dimensional Standards for an Assisted Living Facility or Similar Use

1. Front setback – 120 foot minimum
2. Side Setback – 45 foot minimum
3. Rear Setback – 100 foot minimum
4. Building Height – 1 story or 36 feet height maximum
5. Lot coverage – 35 percent maximum lot coverage
6. Density – There shall be no maximum density
7. The building shall be oriented to face Chiesa Road

Landscaping Standards for an Assisted Living Facility or Similar Use

All landscaping shall follow the Rowlett Development Code unless specified below:

1. A minimum of 15 percent of the site shall be landscaped.
2. A 15 foot Right of Way buffer will be required along Chiesa Road this shall include
 - a. Trees every 30 feet on center and cluster of trees not to exceed 40 feet on center.
 - b. 10 shrubs per 30 lineal feet.
3. A 15 foot incompatibility buffer will be place along the north property line and a living screen shall be provided along the north property line. This shall include:
 - a. An undulating berm with a minimum side slope of four to one and a minimum crown width of one and half feet.
 - b. Large evergreen shrubs planted in staggered rows to provide a solid screen in one year of planting in a minimum five foot wide bed. Minimum of 10 shrubs per 30 lineal feet.
4. On the East property line the existing tree line will serve as the required Landscape Incompatibility Buffer except that where existing trees are spaced greater than 40 feet on center additional trees shall be added so that trees are never spaced farther apart than 35 feet on center. In addition, large evergreen canopy trees shall be planted every 50 feet to ensure screening from the adjacent neighborhood.
5. On the South property line a six foot buffer shall be provided and will consist of turf grasses.
6. Parking lot Landscaping shall include:
 - a. Five percent of the parking lot area shall be landscaped.
 - b. Landscape islands of nine by eighteen feet shall be located every 12 spaces or less.
 - c. A canopy tree will be required on every landscape island and additional trees will be required for every additional 400 square feet of landscape area.
 - d. Shrub rows with shrubs planted 3 feet on center will place in front of all parking areas to provide screening from headlights.
7. Service area screening shall be comprised of a 6 foot tall masonry wall. The masonry should match the primary structure and the plans shall be sealed by an engineer.

Architectural Standards for an Assisted Living Facility or Similar Use

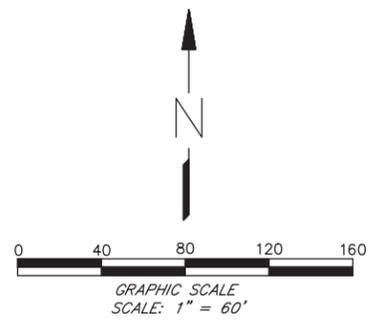
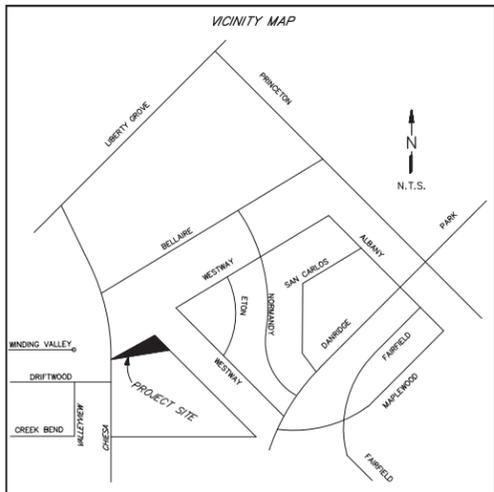
Architecture for the assisted living facility shall follow the standards in the Rowlett Development Code for commercial or institutional buildings unless noted below.

1. All buildings shall be 100 percent stone, brick, or ¾ inch cement based stucco exclusive of roofs, doors, windows, and dormers.
2. A minimum of 20 percent accent material shall be provided per elevation.

3. Two or more methods of articulation shall be provided every 25 feet on walls exceeding 50 feet in length. Methods include:
 - a. Changes in color, graphical patterning, changes in texture, or changes in material
 - b. Projections, recesses, reveals, expressing structural bays or other aspects of the architectures with a minimum change of plane of 12 inches
 - c. Windows and fenestrations
 - d. Horizontal or vertical breaks and
 - e. Other similar techniques
4. Entries shall be distinguished using three or more of the methods below:
 - a. Canopies or porticos
 - b. Overhangs
 - c. Recesses or projections
 - d. Arcades
 - e. Arches
 - f. Peaked roof forms
 - g. Outdoors patios
 - h. Display windows
 - i. Architectural tiles or moldings
 - j. Integrated planters or wing walls that incorporate landscaped areas or seating

Lighting for an Assisted Living Facility or Similar Use

1. Light fixtures shall be mounted no higher than 15 feet above grade.
2. No more than 1 foot candle of illumination may leave the property at the property line.



PROPERTY DESCRIPTION
 BEING all of that certain lot, tract or parcel of land situated in the JAMES SAUNDERS SURVEY, A-1424, City of Rowlett, Dallas County, Texas, and being part of that same tract of land described in deed to Janet Gail Kenney, recorded in Volume 2003129, Page 179 of the Deed Records of Dallas County, Texas, and said tract being more particularly described as follows:

COMMENCING at the present intersection of the southeast R.O.W. line of Bellaire Lane (a 50' R.O.W.) with the east line of Chiesa Road (a variable width R.O.W.); said point beginning a curve to the right having a central angle of 18°52'50" and a radius of 985.00', bearing S 71°00'57" W; Thence southerly around said curve and along the east line of Chiesa Road, a distance of 324.58' to a point; Thence S 00°06'13" E, 8.95' along the east line of Chiesa Road to a 3/4" iron rod found at the southwest corner of said Kenney property and the POINT OF BEGINNING;

THENCE N 82°40'23" E, 270.52' over and across said Kenney property to a 3/4" iron rod found for corner in the southwest line of Block 17 of Lots 9R-22R, Block 17, Princeton Park Phase III-A, an addition to the City of Rowlett, Texas, recorded in Volume 98219, Page 62 of the Map Records of Dallas County, Texas;

THENCE S 45°58'49" E, 69.09' along the southwest line of said Block 17 to a 1/2" iron rod found at the southeast corner of said Kenney property;

THENCE N 87°34'00" W, 318.29' along the south line of said Kenney property to the point of beginning and containing 7,298.51 square feet or 0.1676 acres of land.

As of the date of this survey, this property does not lie within any known designated flood plain or flood hazard area. This property lies within Zone X, as shown on Flood Insurance Rate Map No. 48113C0245 J, dated 8/23/01.

Scott Dain
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5111



Z. MOTLEY SURVEY, A - 1010

H. HAMILTON SURVEY, A - 548
 JAMES SAUNDERS SURVEY, A - 1424

WESTWAY DRIVE
 PRINCETON PARK PHASE III-A ADDITION
 BLOCK 17 OF LOTS 9R-22R, BLOCK 17, PRINCETON PARK PHASE III-A

F. WOODS SURVEY, A - 1563

WINDING VALLEY TRAIL
 TRACT 5 OPEN SPACE
 ZONED PD RESIDENTIAL
 LAKE VALLEY ESTATES PHASE II
 INSTR. NO. 201100119349
 M.R.D.C.T.

CHIESA ROAD
 (A VARIABLE WIDTH R.O.W.)

CASTLE RIDGE HOMES, INC., PROPERTY
 VOL. 2000033, PG. 2493 D.R.D.C.T.

REZONED "PD" IN ERROR
 REQUEST PREVIOUS ZONING OF SF 8
 (USE - VACANT)
 7,298.51 SQ. FT. OR 0.1676 ACRES

A = 18°52'50"
 R = 985.00'
 L = 324.58'

BENCHMARK: RIM OF WATER MANHOLE
 ELEV. 484.03

T.P. & L. CO. EASEMENT
 VOL. 74073 PG. 1639 D.R.D.C.T.
 (ON CHIESA RD. R.O.W.)

PERMIT TO CONVEY
 VOL. 1081 PG. 229 D.R.D.C.T.

LEGEND

FD.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
TYP.	TYPICAL
GW	GUY
O/H	OVERHEAD
SAN MH	SANITARY SEWER MANHOLE
WOOD FENCE	WOOD FENCE
PP	POWER POLE
ASPHALT	ASPHALT
D.R.D.C.T.	DEED RECORDS DALLAS COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS DALLAS COUNTY, TEXAS

THE DEVELOPMENT OF THE SITE WILL BE IN ACCORDANCE WITH CITY OF ROWLETT DEVELOPMENT STANDARDS

CHIESA ROAD R.O.W. DEDICATED BY VOLUME 2240, PAGE 109, VOLUME 2240, PAGE 111, VOLUME 2241, PAGE 515 D.R.D.C.T. AND VOLUME 98125, PAGE 11, VOLUME 2000156, PAGE 2007 & INSTR. NO. 201100119349 M.R.D.C.T.

EXHIBIT "B" - ZONING EXHIBIT
 OF A TRACT OF LAND SITUATED IN THE JAMES SAUNDERS SURVEY, A - 1424, CITY OF ROWLETT, DALLAS COUNTY, TEXAS.

OWNER/APPLICANT
 JANET GAIL KENNEY
 1733 MERIDIAN WAY
 GARLAND, TEXAS 75040-5383
 (469)-358-2600

EXHIBIT D – PLANNED DEVELOPMENT STANDARDS

Rowlett Assisted Living Facility

A tract of land situated in the James Saunders Survey, A - 1424, City of Rowlett, Dallas County, Texas

OWNER:

CASTLE RIDGE HOMES, INC.
PO BOX 359
ROWLETT, TEXAS 75030
(972)-412-1330

APPLICANT:

RICHARD A. BOSWORTH &
PAT GERALD, et ux
740 I.H. 30 EAST
SULPHUR SPRINGS, TEXAS 75482
(903)-439-8526

SURVEYOR:

DAVIS LAND SURVEYING CO., INC.
9777 FERGUSON ROAD, SUITE 105
DALLAS, TEXAS 75228
(214)-321-0569

This planned development shall follow all standards of Rowlett Development Code and Single Family 10 Zoning District unless specifically listed below:

Additional Uses Permitted

1. Beside the permitted uses allowed in the SF-10 zoning district, the only additional permitted uses shall be retirement home, nursing home, continuing care facility or assisted living facility.
2. The facility is initially intended to have 64 beds but may be expanded in the future to 93 beds provided that all standards of this Planned Development are met.
3. Accessory structures for the Assisted Living or Similar facility may be permitted provided they comply with the same architectural standards as the primary building and do not encroach into any required landscape buffers.

Dimensional Standards for an Assisted Living Facility or Similar Use

1. Front setback – 120 foot minimum
2. Side Setback – 45 foot minimum
3. Rear Setback – 100 foot minimum
4. Building Height – 1 story or 36 feet height maximum
5. Lot coverage – ~~35 percent maximum lot coverage~~ 45 percent maximum lot coverage
6. Density – There shall be no maximum density
7. The building shall be oriented to face Chiesa Road

Landscaping Standards for an Assisted Living Facility or Similar Use

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2. A 15 foot Right of Way buffer will be required along Chiesa Road this shall include
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 - c. A canopy tree will be required on every landscape island and additional trees will be required for every additional 400 square feet of landscape area.
 - d. Shrub rows with shrubs planted 3 feet on center will place in front of all parking areas to provide screening from headlights.
7. ~~Service area screening shall be comprised of a 6 foot tall masonry wall. The masonry should match the primary structure and the plans shall be sealed by an engineer.~~ Service area screening shall not be required.

Architectural Standards for an Assisted Living Facility or Similar Use

Architecture for the assisted living facility shall follow the standards in the Rowlett Development Code for commercial or institutional buildings unless noted below.

1. All buildings shall be 100 percent stone, brick, or ¾ inch cement based stucco exclusive of roofs, doors, windows, and dormers.

2. A minimum of 20 percent accent material shall be provided per elevation.
3. Two or more methods of articulation shall be provided every 25 feet on walls exceeding 50 feet in length. Methods include:
 - a. Changes in color, graphical patterning, changes in texture, or changes in material
 - b. Projections, recesses, reveals, expressing structural bays or other aspects of the architectures with a minimum change of plane of 12 inches
 - c. Windows and fenestrations
 - d. Horizontal or vertical breaks and
 - e. Other similar techniques
4. Entries shall be distinguished using three or more of the methods below:
 - a. Canopies or porticos
 - b. Overhangs
 - c. Recesses or projections
 - d. Arcades
 - e. Arches
 - f. Peaked roof forms
 - g. Outdoors patios
 - h. Display windows
 - i. Architectural tiles or moldings
 - j. Integrated planters or wing walls that incorporate landscaped areas or seating

Lighting for an Assisted Living Facility or Similar Use

1. Light fixtures shall be mounted no higher than 15 feet above grade.
2. No more than 1 foot candle of illumination may leave the property at the property line.



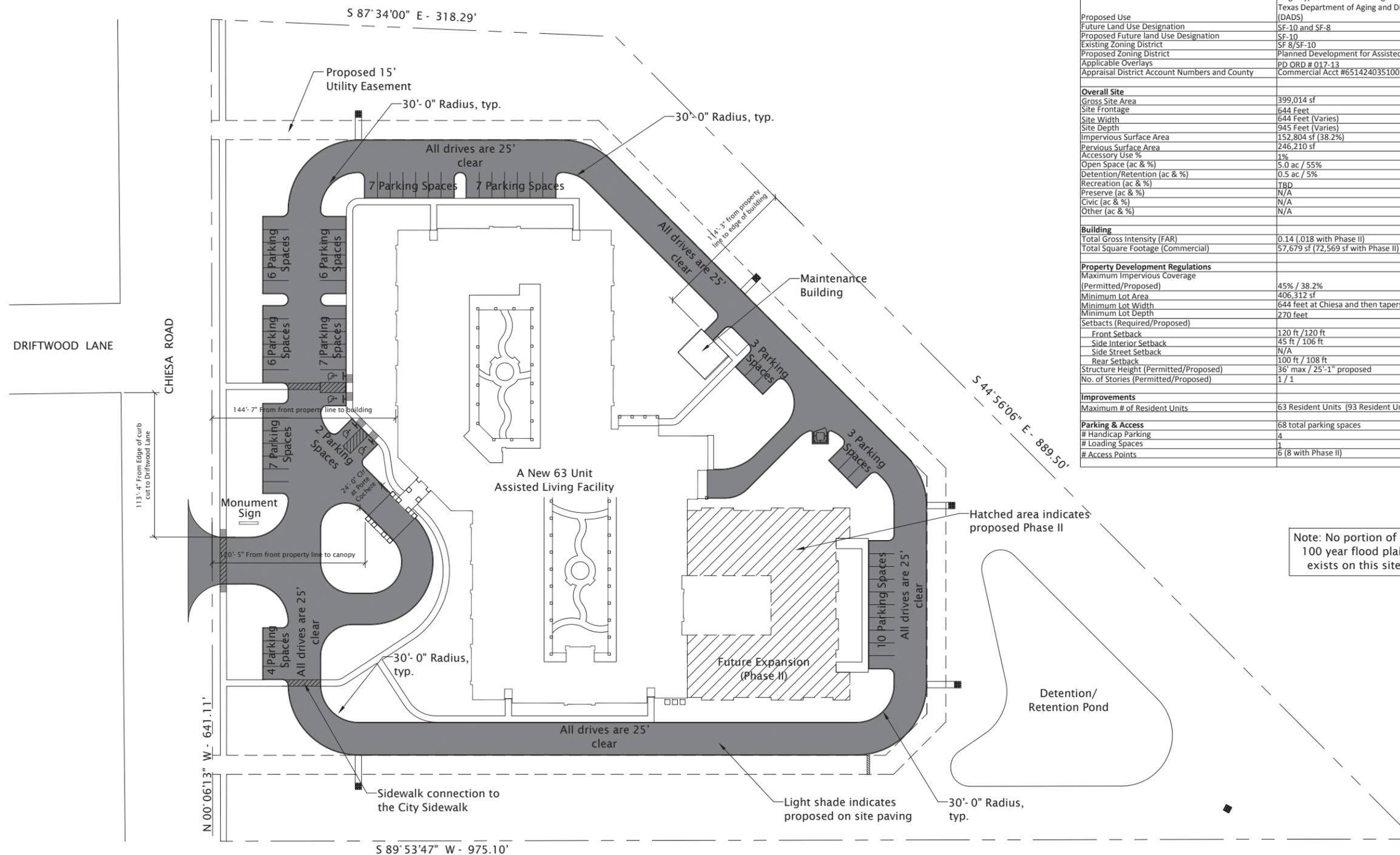
109 South Highway 183
Leander, Texas 78641
Voice 512.259.4175
Fax 512.259.4604
eMail wdavies@dfdarch.com

Project Number: 000000
© DFD Architects, Inc.



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Property Development Regulations	
General	
Case Number	PD15-678
Name of Project/Development	Rowlett Assisted Living
Proposed Use	Large Type "B" Assisted Living as regulated by the Texas Department of Aging and Disability Services (DADS)
Future Land Use Designation	SF-10 and SF-8
Proposed Future Land Use Designation	SF-10
Existing Zoning District	SF 8/SF-10
Proposed Zoning District	Planned Development for Assisted Living
Applicable Overlays	PD ORD # 017-13
Appraisal District Account Numbers and County	Commercial Acct #65142403510010100, Dallas County
Overall Site	
Gross Site Area	399,014 sf
Site Frontage	644 Feet
Site Width	644 Feet (Varies)
Site Depth	945 Feet (Varies)
Impervious Surface Area	152,804 sf (38.2%)
Pervious Surface Area	246,210 sf
Accessory Use %	1%
Open Space (ac & %)	5.0 ac / 55%
Detention/Retention (ac & %)	0.5 ac / 5%
Recreation (ac & %)	TBD
Preserve (ac & %)	N/A
Civic (ac & %)	N/A
Other (ac & %)	N/A
Building	
Total Gross Intensity (FAR)	0.14 (.018 with Phase II)
Total Square Footage (Commercial)	57,679 sf (72,569 sf with Phase II)
Property Development Regulations	
Maximum Impervious Coverage (Permitted/Proposed)	45% / 38.2%
Minimum Lot Area	406,312 sf
Minimum Lot Width	644 feet at Chiesa and then tapers to a point
Minimum Lot Depth	270 feet
Setbacks (Required/Proposed)	
Front Setback	120 ft / 120 ft
Side Interior Setback	45 ft / 106 ft
Side Street Setback	N/A
Rear Setback	100 ft / 108 ft
Structure Height (Permitted/Proposed)	36' max / 25'-1" proposed
No. of Stories (Permitted/Proposed)	1 / 1
Improvements	
Maximum # of Resident Units	63 Resident Units (93 Resident Units for Phase II)
Parking & Access	
# Handicap Parking	4
# Loading Spaces	1
# Access Points	6 (8 with Phase II)



All current development requirements of the City as amended shall be met unless approved otherwise within these Planned Development Zoning District Development Regulations.

Deviations from current development standards/regulations not specifically addressed/listed for approval as part of Planned Development Regulations may require a hearing/approval by the Board of Adjustment (BOA)

This Zoning Concept Plan is for illustrative purposes only and subject to change. This Zoning Concept Plan, along with the development regulations, is intended to describe the intent of the Planned Development. Significant deviations from this Zoning Concept Plan, as determined by the Director of the Planning, will require an amendment to the Zoning Concept Plan and, as necessary, the development regulations.

EXHIBIT "E" - ZONING CONCEPT PLAN
OF A TRACT OF LAND SITUATED IN THE JAMES SAUNDERS SURVEY, A - 1424, CITY OF ROWLETT, DALLAS COUNTY, TEXAS.

OWNER
CASTLE RIDGE HOMES, INC.
PO BOX 359
ROWLETT, TEXAS 75030
(972)-412-1330

APPLICANT
RICHARD A. BOSWORTH & PAT GERALD, etux
740 I.H. 30 EAST
SULPHUR SPRINGS, TEXAS 75482
(903)-439-8526

Submission Date:
February 18, 2015

1 Architectural Site Plan
1" = 40'-0"



SURVEYOR
DAVIS LAND SURVEYING CO., INC.
9777 FERGUSON ROAD, SUITE 105
DALLAS, TEXAS 75228
(214)-321-0569

SITE 1

Pat & LaNell Gerald and Rick Bosworth
740 I-30 East
Sulphur Springs, Texas 75482

A New 63 Unit (83 Unit Max) Assisted Living Facility Rowlett, Texas



Department of Development Services

NOTICE OF PUBLIC HEARING

TO: Property Owner
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EXPLANATION OF REQUEST: The applicant requests a rezoning of the 0.1676-acre tract from Planned Development Ordinance #017-13 to Single Family-8 and a rezoning of the 9.1971-acre tract to amend the development standards in Planned Development Ordinance #017-13 related to a future expansion of an assisted living facility. (Case Number PD15-768)

- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: DON'T WANT COMMERCIAL ZONE NEXT TO MY RESIDENCE OR PROPERTY VALUE LOWERED OR NOISE + TRAFFIC

PROPERTY OWNER

NAME (printed): DANIEL JAMEZ

SIGNATURE: Daniel Jamez

ADDRESS: 7113 WESTWAY DR ROWLETT TX 75089

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Any owner of property subject to a proposed rezoning or affected by a proposed rezoning may protest the rezoning by filing a written protest (this form is sufficient) with the Director of Development Services within the time specified above. The protest shall object to the zoning map amendment, contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are received from property owners within 200 feet of the subject property, and the property owners own a combined minimum of 20 percent or more of the land area, approval by the city council shall only occur with a concurring vote of at least three-fourths of the full membership of the city council.

If you have any questions concerning this request, please contact the Department of Development Services
Phone 972-412-6166
FAX 972-412-6228
glangford@rowlett.com

RETURN BY FAX OR MAIL
City of Rowlett
Development Services
PO Box 99
Rowlett, TX 75030-0099



Department of Development Services

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I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

2- COMMENTS: Chiesa road is a disaster! Too much additional traffic on lane road in very poor condition. Water pressure is low all the time so a large facility would bring it to nothing at all. I don't want bright parking lot lights shining in my backyard all night. This area was meant for single family homes, so keep it that way!

PROPERTY OWNER NAME (printed): Lynn D. Allen
SIGNATURE: Lynn D. Allen
ADDRESS: 7001 Westway Dr.

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 FAX 972-412-6228
glangford@rowlett.com

2-11-15 P03:25 RCVD

RETURN BY FAX OR MAIL
 City of Rowlett
 Development Services
 PO Box 99
 Rowlett, TX 75030-0099



Department of Development
Services

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

PROPERTY OWNER

NAME (printed): SALIAMMA & RAG DANIEL

SIGNATURE: [Handwritten Signature]

ADDRESS: 6708 WINDING VALLEY TRL. ROWLETT TX 75089

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: As a single-parent of two daughters, I feel that a section 8 development would make our neighborhood unsafe.

PROPERTY OWNER NAME (printed): Sandra Fernandez
SIGNATURE: [Handwritten Signature]
ADDRESS: 7206 Eton Dr.

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: It depreciate the value of all homes in the area & will probably have more crime.
PROPERTY OWNER NAME (printed): Rafael Saunders Perez
SIGNATURE: [Signature]
ADDRESS: 7212 Westway Dr.

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Table with 2 columns: Contact information for questions and return instructions by fax or mail.



Department of Development
Services

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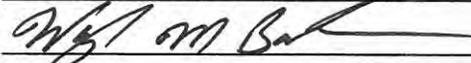
I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Added Heavy Truck Traffic on Chiesa - Deliveries,
Construction, Daily Traffic load of visitors.

PROPERTY OWNER

NAME (printed): WAYLON M. BARABAS

SIGNATURE: 

ADDRESS: 6711 Winding Valley Trl Rowlett TX 75089

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FAX 972-412-6228
glangford@rowlett.com

RETURN BY FAX OR MAIL
City of Rowlett
Development Services
PO Box 99
Rowlett, TX 75030-0099

04-15A10:55 RCVD



Department of Development Services

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: *NOT in favor of an assisted living facility being built directly behind my home. when this was first proposed in 2013 meetings were scheduled however, there was NEVER anyone present @ said meetings. This will further reduce the value of my already decaying home value*

PROPERTY OWNER NAME (printed): Monetta Ingram

SIGNATURE: *[Handwritten Signature]*

ADDRESS: 7117 Fairfield W. Rowlett TX 75089

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: CHIESA IS ALREADY OVER CROWDED AND THE CITY OF ROWLETT HAS SHOWN TO BE REACTIVE RATHER THAN PROACTIVE TO TRAFFIC ISSUES.
PROPERTY OWNER NAME (printed): TERRY LINDA KNIGHT
SIGNATURE: [Handwritten Signature]
ADDRESS: 6709 DRIFTWOOD LAKE

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Traffic, property values, this does not conform to the neighborhood.

PROPERTY OWNER
NAME (printed): Lisa Parker
SIGNATURE: Lisa Parker
ADDRESS: 6714 Creek Blvd, Rowlett, TX 75089

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02-20-15P02:10 RCVD

02-20-15P02:10 RCVD



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 03/17/15

AGENDA ITEM: 8B

TITLE

Consideration and action on a resolution to approve an Interlocal Agreement with the City of Dallas for the acquisition of the Elgin B. Robertson property (approximately 257 acres) and authorizing the Mayor to execute all necessary documents on the City's behalf.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager
Jim Grabenhorst, Director of Economic Development
David Berman, City Attorney

SUMMARY

The City of Rowlett and the City of Dallas have had longstanding discussions over the past decade regarding the potential sale of the Elgin B. Robertson property and boundary adjustment into Rowlett's municipal jurisdiction.

This Interlocal Agreement ("ILA"), as governed by the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code, permits the two cities to memorialize the responsibilities of each City as necessitated to acquire the property and perform the governmental functions and services agreed to therein.

BACKGROUND INFORMATION

The Elgin B. Robertson property consists of approximately 257 acres along Interstate 30 at the Dalrock Road interchange (see aerial map below). The north tract is located in Dallas County and consists of approximately 142 acres and the south tract is located in both Dallas County and Rockwall County and consists of approximately 115 acres.



The property was acquired by the City of Dallas in 1966 as part of the Forney Reservoir development, which is now known as Lake Ray Hubbard and was designated as a “park” upon its purchase. The property is approximately ten miles outside of the main city limits of the City of Dallas.

As mentioned above, both cities have had ongoing discussions over the past decade regarding the potential sale and boundary adjustment of this property. In order for a potential sale to occur, the City of Dallas needed voter approval to “de-park” the property. In November 2010, the City of Dallas placed a ballot proposition for voter approval and that proposition was rejected. In May 2013, the City of Dallas again placed a ballot proposition for voter approval which passed and allowed the two Cities to engage in negotiations in earnest.

On February 5, 2015, the Dallas Parks Board took action to recommend approval of the sale of Elgin B. Robertson to the City of Rowlett. On February 25, 2015, the Dallas City Council took action approving the ILA and execution of ordinance to provide for the resultant boundary adjustments.

DISCUSSION

The ILA outlines the purchase and sale components, revenue sharing structure, boundary adjustment, Form Based Code district allocation map (see Attachment 3), and Bayview Marina Assignment Agreement.

Key elements of the ILA purchase and sale requirements:

- Purchase Price: \$31.8 million
- Review Period: 42 days, ability to extend 30 days
- Closing Date: On or before April 30, 2015, subject to extensions
- Property: Approximately 257 acres from the 435.5 elevation as surveyed
- Flood Restriction: Applicable from 435.5 to 440.5 elevation
- Reservation Area: One acre on south parcel for Dallas Lake Patrol facilities

Key elements of the ILA revenue sharing requirements:

- Approval of Form Based Code district allocation map and zoning
- Revenue Sharing
 - Begins after 21st year of closing
 - 25% share of the following City revenues:
 - Ad valorem tax on real and personal property
 - Hotel occupancy taxes
 - Mixed beverage sales and gross receipts tax
 - Future tax or fee imposed that do not exist today (i.e. gambling tax)
 - Rowlett to receive 100% of all sales tax generated on property
 - This 20 year period allows for Rowlett to recoup infrastructure costs

Key elements of the Bayview Marina assignment requirements:

- Dallas/Dallas Water Utilities issues Marina Licenses on Lake Ray Hubbard
- Existing Bayview Marina License
 - Currently on Month-to-Month lease
 - Dallas will transfer and assign that license to Rowlett
- Dallas reserves marina licenses for up to 2 marinas with 1005 slips for Rowlett
- Rowlett to provide one boat ramp for public use
- Rowlett to receive license or concession fees from marinas on property

Key elements of the Boundary Adjustment requirements:

- Approval of Form Based Code district allocation map and zoning
- Series of Boundary Adjustments to transfer municipal jurisdiction of property to Rowlett
 - Concurrent action by both Dallas and Rowlett
 - Rowlett to authorize March 17, 2015
 - Dallas to authorize March 25, 2015
 - Series of nine (9) Boundary Adjustments to occur in less than 1000' increments
- Boundary Adjustments to occur prior to closing with a reverter provision should closing not occur

Key elements of the ILA Master Lease (Take Line) requirements:

- Rowlett to assume first responder (Police, Fire and EMS) responsibilities on Dallas bridges over Lake Ray Hubbard
- Rowlett to conduct reasonable shoreline trash abatement within take line area within city limits
 - Rowlett citizens no longer have to contact City of Dallas
 - Dallas still responsible for areas beyond shoreline (435.5 elevation)
- Rowlett to receive license and concession revenues from marinas
- Rowlett receives easements at no cost to construct public improvements within the take line area

Following is the anticipated timeline associated with completing this property transaction and boundary adjustment into Rowlett’s municipal jurisdiction:

<u>ACTION</u>	<u>CITY</u>	<u>COMPLETION DATE</u>
Parks Dept. Recommendation	Dallas	February 5, 2015
City Council Action	Dallas	February 25, 2015
City Council Work Session	Rowlett	March 3, 2015
City Council Action	Rowlett	March 17, 2015
City Council Action – Boundary Adj.	Dallas	March 25, 2015
P&Z Zoning Public Hearing & Recommendation	Rowlett	April 14, 2015
City Council Public Hearing & Zoning Action	Rowlett	April 21, 2015
City Council – TIRZ Creation	Rowlett	April 21, 2015
Property Sale/Closing	Dallas/Rowlett	April 30, 2015

The Elgin B. Robertson property provides a unique opportunity for the Rowlett community. Once developed, this property will become a gateway in Rowlett on the Interstate 30 corridor. With the connectivity to the President George Bush Turnpike, this site will become a regional destination for the DFW metroplex and east Texas.

The approval of this ILA is just the first step in a multi-year development process in which the Rowlett community will see this property innovatively master-planned for a mix of uses that will illustrate Rowlett’s “On the Water, On the Move” vision of the community.

FINANCIAL/BUDGET IMPLICATIONS

Regarding budget implications on the purchase and sale requirements of the ILA, on March 6, 2014, the Rowlett City Council approved a Letter of Intent (“LOI”) (see Attachment 1) with Donahue Development Corporation as the City’s development partner to fund the acquisition of the property and on December 4, 2014, Rowlett City Council approved an Amended LOI (see Attachment 2) with Donahue Development Corporation to extend the term for an additional nine months.

The purchase price of \$31.8 million will be funded by Rowlett’s development partner, Donahue Development Corporation and the Rowlett City Council will consider a separate action on a

resolution approving a purchase and sale agreement with Donahue Development Corporation for the conveyance of the Elgin B. Robertson property pursuant to a Tax Increment Reinvestment Zone.

Regarding budget implications on the amendment to the ILA and Lease between the City of Dallas and City of Rowlett relating to the Take Line area, additional costs associated with conducting reasonable shoreline trash abatement and first responder services on Lake Ray Hubbard bridges will be offset by the marina license and concession fees received by the marina operations. Currently, the Bayview Marina license and concession fees received by the City of Dallas/Dallas Water Utilities are approximately \$130,000 annually, which represents five percent (5%) of the gross proceeds.

The financial implications of the development itself will be detailed during the economic development agreement with Donahue Development Corporation.

RECOMMENDED ACTION

Move to approve a resolution for an Interlocal Agreement with the City of Dallas for the acquisition of the Elgin B. Robertson property (approximately 257 acres) and authorizing the Mayor to execute all necessary documents on the City's behalf.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF DALLAS, TEXAS, FOR THE ACQUISITION OF 257+/- ACRES OF LAND KNOWN AS ELGIN B. ROBERTSON PARK FOR THE PURCHASE PRICE OF \$31,800,000; PROVIDING FOR THE ASSUMPTION OF TERRITORIAL JURISDICTION OVER THE PROPERTY; PROVIDING FOR SHARING TAX REVENUES; PROVIDING FOR THE ASSUMPTION OF AN EXISTING MARINA LEASE AND THE AUTHORITY TO OPERATE TWO MARINAS ON THE SITE; PROVIDING FOR THE ASSUMPTION OF FIRST RESPONDER EMERGENCY SERVICES ON ADJACENT BRIDGES; PROVIDING FOR AN AMENDMENT TO THE TAKE AREA MASTER LEASE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791, Texas Government Code, the "Interlocal Cooperation Act," authorizes governmental entities to contract for the provision of governmental functions and services which the entities agencies are authorized to perform, including but not limited to the sale of property, tax revenue sharing, and first responder responsibilities; and

WHEREAS, City of Rowlett desires to purchase the property known as Elgin B. Robertson Park located in the City of Dallas, Texas, and in Dallas and Rockwall counties; and

WHEREAS, the acquisition of the Property by Rowlett is exempt from public auction requirements and is a legally permissible sale of land under Local Government Code Chapters 253 and Chapter 272, since it is a sale to a governmental entity that has the power of eminent

domain, and complies with Local Government Code Chapter 272 fair market value requirements for the sale of land owned by a municipality in that the Purchase Price is based on an independent appraisal; and

WHEREAS, the cities of Rowlett and Dallas agree that the sale of the Property shall include other terms which they desire to memorialize in an interlocal agreement which shall function as a purchase and sale agreement as well as a delineation of rights and obligations following the conveyance of title; and

WHEREAS, the City desires to enter into an interlocal agreement with the City of Dallas to accomplish the sale and to effect the acquisition of territorial jurisdiction over the land.

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

Section 1: That the City Council of the City of Rowlett, Texas, hereby approves the Interlocal Agreement by and between the City of Rowlett, Texas and the City of Dallas, Texas, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A," contingent on the approval and execution of the Interlocal Agreement by the City of Dallas.

Section 2: That the City Council hereby authorizes the Mayor to execute the Agreement on the City's behalf, after approval by the City Attorney, to give effect to this Resolution and to execute such related documents and instruments as may be necessary or appropriate to give effect to the Agreement and to this Resolution.

Section 3: That this resolution shall become effective immediately upon its passage.

ATTACHMENTS

Exhibit A – ILA for sale of Elgin B. Robertson property

Attachment 1 – Donahue Development Corporation LOI

Attachment 2 – Donahue Development Corporation Amended LOI

Attachment 3 – Form Based Code District Allocation Map

by a municipality in that it is a sale to a governmental entity that has the power of eminent domain, and complies with Local Government Code Chapter 272 fair market value requirements for the sale of land owned by a municipality in that the Purchase Price is based on an independent appraisal; and

WHEREAS, ROWLETT desires that the Property, and the immediate adjacent land area containing a certain portion of IH-30 located between the northern and southern tracts comprising the Property, be boundary adjusted into ROWLETT's municipal jurisdiction so that ROWLETT may pursue an economic development plan for the Property subject to ROWLETT municipal jurisdiction; and

WHEREAS, in exchange for DALLAS' agreement to take boundary adjustment actions to place the Property, and the immediate adjacent land area containing a certain portion of IH-30 located between the northern and southern tracts comprising the Property, into ROWLETT's municipal jurisdiction, ROWLETT is willing to (i) share with DALLAS a portion of various tax revenues generated on the Property in perpetuity and (ii) cooperate with DALLAS to develop and place a mutually acceptable Form Based Allocation Map plan (conceptually as attached hereto as Exhibit "B") on the Property to promote the revenue generating development of the Property. ROWLETT acknowledges that the boundary adjustment actions will cause DALLAS to suffer immediate loss of property within its city limits and subject to its planning and taxing jurisdiction, resulting in loss of economic development/planning/jurisdiction related fees and taxable revenues from DALLAS in perpetuity; and

WHEREAS, in exchange for ROWLETT (i) sharing with DALLAS a portion of the revenues generated on the Property, and (ii) cooperating with DALLAS to develop a mutually acceptable Form Based Allocation Map plan to promote development of the property, DALLAS is willing to cooperate with ROWLETT to take boundary adjustment actions to place the Property, and the immediate adjacent land area containing a certain portion of IH-30 located between the northern and southern tracts comprising the Property, into ROWLETT's municipal jurisdiction; and

WHEREAS, DALLAS and ROWLETT agree that in order for ROWLETT to take action to place the Form Based Allocation Map plan on the Property the boundary adjustment actions must be completed prior to the sale closing, and they are willing to take such necessary actions prior to closing; provided however, DALLAS and ROWLETT agree that the boundary adjustment actions shall include a contractual provision obligating both DALLAS and ROWLETT to take necessary actions to nullify the respective boundary adjustment actions and cause the Property to be boundary adjusted into DALLAS' municipal territorial jurisdiction should the sale not be completed by the Closing Date; and

NOW, THEREFORE, for and in consideration of the mutual consideration, terms, and provisions contained herein, DALLAS and ROWLETT hereby enter into this Agreement, which as a matter of mutual agreement shall survive the sale transaction described herein and operate as a binding Interlocal and revenue sharing contract between the parties.

ARTICLE I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Property” shall mean that certain land, including all oil, gas and other minerals on, in and under the land, owned by DALLAS and commonly known as Elgin B. Robertson Park, being roughly 257+/- acres of land adjacent to ROWLETT’s southern boundary along IH 30 comprised of two tracts (North and South tracts), with a shoreline boundary at 435.5’ mean sea level, as it exists to date and/or as it may be changed as permitted by law, and as more particularly described in that certain Boundary Survey prepared by Kimley-Horn & Associates, Inc., dated October 10, 2014, Exhibit A, attached hereto and made a part of this Agreement for the purposes set forth herein.

“Revenues” shall mean that amount equal to the sum of the following amounts collected, credited to and/or received by ROWLETT in any calendar year and which are generated on the Property and which shall be the revenues ROWLETT has agreed to share with DALLAS in exchange for the boundary adjustments actions taken to place the Property into ROWLETT’s municipal jurisdiction:

- (i) 25% of the ad valorem tax levy on real property and personal property;
- (ii) 25% of the hotel occupancy taxes authorized by Chapter 351 of the Texas Government Code and assessed or derived from hotels located on or accessed from the Property (Hotel occupancy tax revenues must be segregated from other tax revenues and may only be used by DALLAS for the purposes imposed by Chapter 351, Texas Tax Code);
- (iii) 25% of mixed beverage taxes assessed on establishments, facilities or uses located on or accessed from the Property. Said taxes being inclusive of (i) the mixed beverage sales tax imposed on each mixed beverage (distilled spirits, beer, ale and wine) sold, prepared or served by a mixed beverage permittee in Texas. Mixed beverage sales tax is also due on each nonalcoholic beverage and on ice sold, prepared or served to be mixed with an alcoholic beverage and consumed on the premises of the mixed beverage permittee; and of (ii) the mixed beverage gross receipts tax imposed on the amount received from the sale, preparation or service of mixed beverages and from the sale, preparation or service of ice or nonalcoholic beverages that are sold, prepared or served for the purpose of being mixed with an alcoholic beverage and consumed on the premises of the mixed beverage permittee. The mixed beverage gross receipts tax is imposed on the person or organization holding the mixed beverage permit and not the customer.; and
- (iv) 25% of any tax or fee that is not currently allowed by law in the State of Texas. This provision (iv) is intended to refer to taxes and fees that do not exist or that cannot legally be imposed within Texas, such as gambling taxes. It is not intended to refer to taxes or fees that are otherwise currently authorized by Texas law but that cannot be currently imposed within the Property due to territorial jurisdiction, non-extension of facilities or infrastructure, or local laws or ordinances that are not now but could be imposed, such as impact fees, tap fees, and building permit fees.

“DWU” shall mean the City of Dallas Water Utilities Department, a department of the City of Dallas.

“Bayview Marina Agreement” shall mean that certain license and/or concession contract granted to Jim Rosenberg, as successor in interest to Rockwall Marina, Inc. and Don R. Walker, to operate a public marina complex on the Property, and which license is currently on a month to month term, subject to a 30 day notice of termination.

“Master Lease” shall mean that certain Interlocal Agreement and Lease by and between DALLAS (executed 1/22/2001 per Resolution No. 00-1467) and ROWLETT (executed 4/26/2000 per Resolution No. 1016-01B).

ARTICLE II. SALE TRANSACTION

DALLAS will sell, grant and convey to ROWLETT, and ROWLETT shall purchase, the Property in accordance with and subject to the following terms and conditions:

Section 1. PURCHASE PRICE AND DEPOSIT: ROWLETT shall purchase the Property for the sum of Thirty-One Million Eight Hundred Thousand and No/100 Dollars (\$31,800,000.00) payable in cash proceeds (the “Purchase Price”).

(a) **Appraisals:** DALLAS and ROWLETT acknowledge that DALLAS has conducted and fully disclosed and caused to be delivered to ROWLETT that certain final appraisal of the Property, as procured by DALLAS and prepared by CBRE, Inc. Further, the Purchase Price is based on the full appraisal amount as set forth in said appraisal conducted by DALLAS.

(b) **Financing:** This Agreement is subject to ROWLETT’s acquisition of financing for the Purchase Price. ROWLETT agrees that it shall have until the end of the Review Period to secure financing and if it is not able to secure financing by then, it shall have the right to cancel this Agreement, provided ROWLETT has delivered to DALLAS written notice of cancellation in the same manner set forth in Section 2(e) herein below. ROWLETT’s failure to provide said notice and subsequent failure to close on the sale shall be deemed a default under this Agreement and DALLAS shall be entitled to all remedies set forth in Section 3 Closing Procedures set forth below.

Section 2. REVIEW OF TITLE AND INSPECTION OF PROPERTY:

(a) ROWLETT shall be under no obligation to purchase the Property or otherwise perform under this Agreement if ROWLETT determines, in its sole and absolute discretion, during the Review Period (as defined below), the Property is not suitable for ROWLETT’s intended purposes or if site inspections during the Review Period reveal the presence of “environmental substances” as defined herein below. ROWLETT shall have from the Effective Date until the end of business forty-two (42) days thereafter (the “Review Period”) to notify DALLAS of ROWLETT’s cancellation of this Agreement due to ROWLETT’s determination that the Property

is unsuitable. If ROWLETT has not completed its review and determinations under this Section 2 during the Review Period, ROWLETT may, at its election, extend the Review Period for up to thirty (30) days (an "Extension Period") by providing DALLAS with notice no later than the last day of the initial Review Period that ROWLETT is extending such Review Period. The term "Review Period" includes both the initial 42-day period and the Extension Period, if exercised by ROWLETT. If ROWLETT elects to cancel this Agreement, ROWLETT shall do so by providing DALLAS with written notice of said cancellation no later than the day after the expiration of the Review Period.

(b) DALLAS shall, within the initial 42-day review period, produce and disclose to ROWLETT any non-privileged information prepared for DALLAS in DALLAS' possession that indicates the presence of Environmental Substances on the Property.

(c) **Title Commitment and Property Documents:** ROWLETT, at ROWLETT's own cost and expense, shall obtain the following items:

(i) at its election, a current binding commitment for title insurance (the "Title Commitment"), covering the Property, issued through Commonwealth Land Title, 5949 Sherry Lane, Suite 111, Dallas, Texas 75225, (the "Title Company") and showing ROWLETT as the named insured in at least the amount of the Purchase Price;

(ii) legible copies (if available) of all instruments and documents referred to in the Title Commitment as exceptions to title to the Property; and

(iii) **Survey/Legal Description:** ROWLETT shall, at ROWLETT's expense, obtain a boundary survey for each tract of the Property, in a form satisfactory to both ROWLETT and DALLAS (the "Survey"). The parties are agreed that ROWLETT shall acquire the Property subject to the Flood Restriction (described in Section 4 below) and the Reservation (described in Section 5 below). The metes and bounds description of the Property subject to the Reservation resulting from the Survey, if and as accepted by ROWLETT and DALLAS, shall upon such acceptance supersede and replace the description of the Property set forth in "ARTICLE I. Definitions" hereof for all purposes hereunder and shall be the description of the Property used in the "Deed" and the applicable Owner's Title Policy to be furnished hereunder.

(d) **Inspection of Property:**

(i) **Right of Entry:** ROWLETT and ROWLETT's agents and representatives shall have reasonable access to the Property during normal business hours during the Review Period to conduct such inspections, investigations, surveys, examinations, tests and studies of the Property as it deems advisable and DALLAS shall reasonably cooperate and facilitate same; provided, however, that no boring of the Property or other invasive or destructive testing or sampling of the Property shall be performed without DALLAS's prior written approval of the work to be performed and the contractor or consultant to perform the work. ROWLETT shall give DALLAS reasonable prior notice of an intended entry

onto the Property and DALLAS may require that a representative of DALLAS accompany the entering party. The costs and expenses of ROWLETT's investigation shall be borne solely by ROWLETT. ROWLETT covenants and agrees that the Property shall not be damaged as the result of its activities on the Property, and hereby agrees to repair and restore any physical damage and injury resulting from ROWLETT's, or ROWLETT's employees', agents' or contractors', presence in, on or about the Property, or out of any test or inspection conducted by ROWLETT, or ROWLETT's employees, agents or contractors, on the Property, in the event that the transaction contemplated by this Agreement does not close for any reason. ROWLETT also agrees to defend and hold DALLAS harmless from all costs, expenses and liabilities arising out of ROWLETT's negligence or willful misconduct or that of its employees, agents, consultants or contractors in performing its evaluation of the Property.

(ii) **“As Is” Purchase; Disclaimer of Warranties: To the maximum extent allowed by law, (a) ROWLETT is taking and accepts the Property "AS IS, WHERE IS, WITH ALL FAULTS"; (b) ROWLETT has or will conduct its own investigation of the Property, is relying solely on its own investigation in pursuing this transaction and disclaims any reliance on DALLAS or DALLAS's representatives in said investigation and entering into this transaction; (c) ROWLETT assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired, except DALLAS represents that the Property is presently zoned as Agriculture and that DALLAS has no current plans or intentions to change or amend said zoning designation; (d) DALLAS expressly disclaims and ROWLETT expressly waives any warranty, representation, covenant or guarantee, either express or implied, oral or written, past, present, or future, arising by operation of law or otherwise, as to the habitability, quantity, quality, or environmental (except as hereinafter provided) or physical condition of the Property or its suitability or fitness for any particular purpose or use. Without limiting the foregoing, it is acknowledged and agreed that DALLAS makes no representations of any nature regarding the Property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, (except as expressly stated in the Agreement and/or the instruments delivered at Closing) concerning: (i) the nature and condition of the Property, (ii) the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable environmental laws, rules or regulations (except as hereinafter provided); (ii) the nature and extent of any right-of-way, (iii) the compliance of the Property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority (except that DALLAS has no knowledge of any non-compliance); and (iv) whether or not the Property can be developed or utilized for any purpose, other than allowed under its existing zoning designation. For purpose hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et al. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and**

Control Act, Tex Water Code, Section 26.261, et seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A, Section 6901 et seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state, or local laws and regulations, and (j) any other substance which by federal, state or local laws or regulations requires special handling or notification of governmental authorities in its collections, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated there under. THE PROVISIONS OF THIS SUBPART SHALL SURVIVE THE CLOSING DATE.

(e) **Procedure for ROWLETT's Objections:** ROWLETT shall have until the end of the Review Period to notify DALLAS in writing of any objections ROWLETT may have to matters reflected in or by the Title Commitment or the Survey, or otherwise reflected in or concerning the results of ROWLETT's investigation and inspection of the Property, specifying with reasonable detail the nature of the objection and curative action desired. All matters not objected to as hereinabove provided shall be deemed approved and accepted by ROWLETT. If ROWLETT timely notifies DALLAS of any objections, DALLAS shall use commercially reasonable efforts to cure such objections within sixty (60) days from the date DALLAS receives ROWLETT's objections; provided, however, DALLAS shall not be obligated to incur any expenses or commence any litigation in its cure efforts. If ROWLETT's objections cannot be cured or are not addressed to ROWLETT's reasonable, good faith satisfaction within such sixty (60) day period, ROWLETT, as its sole and exclusive remedy, may terminate this Agreement by giving written notice of termination to DALLAS at any time within twenty (20) days after the expiration of such sixty (60) day cure period. If ROWLETT terminates this Agreement pursuant to this Section 2(e), ROWLETT shall return to DALLAS any documents delivered to ROWLETT by DALLAS and turn over to DALLAS copies of any surveys, tests, appraisals, reports, or similar investigation materials relating to the Property acquired by ROWLETT, and neither party shall have any further rights or obligations one to the other. If ROWLETT does not terminate this Agreement as provided herein, ROWLETT shall be deemed to have waived the right to terminate this Agreement under this Section 2(e) and shall be deemed to have accepted and approved the Property subject to all such matters objected to by ROWLETT and not cured by DALLAS, and without any reduction in the Purchase Price.

(f) **Permitted Exceptions:** Notwithstanding any other provision herein set forth, ROWLETT shall not be entitled to make any objection or terminate this Agreement on the basis of (a) any matter listed on Exhibit "C-1", which matters shall be part of the Permitted Exceptions described below or (b) any lien created by ROWLETT at Closing in connection with ROWLETT's acquisition of the Property. The agreed reservations and/or exceptions to title specified in the immediately preceding sentence, together with any title exceptions or Survey matters to which

ROWLETT does not object in accordance with Section 2(e) above and any title exceptions or Survey matters to which ROWLETT objects that are not cured and which ROWLETT is deemed to have accepted and approved in accordance with Section 2(e) above shall be hereinafter referred to as the “Permitted Exceptions.”

Section 3. CLOSING PROCEDURE:

(a) **Closing Date:** The closing date of the conveyance shall be on or before April 30, 2015; and, provided both parties have been able to finalize the necessary boundary adjustment actions and ROWLETT has finalized and placed a Form Based Allocation Map plan on the Property in the form attached hereto as Exhibit B, and subject to extensions as may be agreed to by the parties. In the event DALLAS, on account of default, cannot close the sale transaction on or before the Closing Date, as may be extended by the parties, and deliver possession of the Property to ROWLETT, ROWLETT may terminate the Agreement by providing written notice to DALLAS in the same manner set forth in Section 2(e) above. In the event ROWLETT, on account of default, cannot close the sale transaction on or before the Closing Date, as may be extended by the parties, and deliver the Purchase Price and take possession of the Property, DALLAS may terminate the Agreement.

(b) **DALLAS’s Closing Obligations:** At the Closing, DALLAS shall deliver or cause to be delivered to ROWLETT:

- (i) a Special Warranty Deed (“Deed”) substantially in the form attached hereto as Exhibit “C” duly executed and acknowledged by DALLAS, conveying the Property to ROWLETT, subject only to the Flood Restriction, the Reservation, and the Permitted Exceptions;
- (ii) an executed counterpart of an Amendment to the Master Lease;
- (iii) an Assignment and Assumption of Bayview Marina Agreement in the form attached hereto as Exhibit “D” duly executed and acknowledged by DALLAS, transferring DALLAS’s right, title and interest in and to the Bayview Marina Agreement;
- (iv) such other documents and items as may be required by or pursuant to this Agreement or the Title Company to be delivered at the Closing; and
- (v) possession of the Property, save and except the Bayview Marina, the current Lake Patrol premises, and the Reservation, and subject to rights of parties in possession arising out of the Bayview Marina Agreement, the continued occupancy of the Lake Patrol in its current location, and the Reservation referred to hereinafter.

(c) **ROWLETT’s Closing Obligations:** At the Closing, ROWLETT shall perform or cause to be performed the following:

- (i) deliver current funds for the cash portion of the Purchase Price, due credit being given for any adjustments, credits or prorations herein provided for, together with

- such additional funds as may be necessary to cover ROWLETT's share of the closing costs and prorations hereunder;
- (ii) execute the Special Warranty Deed;
 - (iii) execute a counterpart of an Amendment to the Master Lease;
 - (iv) execute an Assignment and Assumption of Bayview Marina Agreement in the form attached hereto as Exhibit "D" duly executed and acknowledged by DALLAS, transferring DALLAS's right, title and interest in and to the Bayview Marina Agreement; and
 - (v) execute and deliver such other documents and items as may be required by or pursuant to this Agreement or the Title Company to facilitate the Closing (i.e. evidence of authorization of revenue sharing as set forth in ARTICLE III. of this Agreement).

At the Closing, ROWLETT may cause the Title Company to issue an Owner Policy of Title Insurance pursuant to the Title Commitment provided for in Section 2(c) above, on the form promulgated by the Texas State Board of Insurance for use in Texas, showing ROWLETT as the named insured, in an insured amount not less than the cash portion of the Purchase Price and containing no exceptions other than (1) the standard printed exceptions, (2) the Permitted Exceptions, (3) exceptions created by the Deed, and (4) other exceptions, if any, which ROWLETT may approve. ROWLETT, at ROWLETT's sole expense and option, may request the Title Company to modify the survey exception to read "shortages in area" only, or to issue any other endorsements to its Owner Policy of Title Insurance as are obtainable under applicable title insurance regulations.

(d) **Closing Costs:** If the sale of the Property is closed pursuant to this Agreement, DALLAS shall pay for (i) the cost to clear title of matters other than the Permitted Exceptions, including related recording fees (subject to the provisions of Sections 2(e) and 2(f) of this Agreement, limiting DALLAS's curative obligations), (ii) one-half of any escrow fee charged by the Title Company, (iii) DALLAS' share of the prorations as set forth in subparagraph 3(f) below, (iv) one-half of the recording fees for the Deed and the Assignment and Assumption of Bayview Marina Agreement, and (v) DALLAS's own attorneys' fees. ROWLETT shall pay (i) one-half of any escrow fee charged by the Title Company, (ii) the cost of its investigations, surveys and inspections, if any, (iii) one-half of the recording fees for the Deed and the Assignment and Assumption of Bayview Marina Agreement, delivered at Closing which are to be filed of record, (iv) all premiums, fees and other charges for the Owner Policy of Title Insurance (or any modifications or endorsements thereto) and (v) ROWLETT's own attorneys' fees. Except as otherwise provided in this subparagraph, all other expenses hereunder shall be paid by the party incurring such expense.

(e) **Possession:** Upon completion of the Closing and funding of the cash portion of the Purchase Price, DALLAS shall deliver possession of the Property, subject to rights of parties in possession of any portion of the Property pursuant to the Bayview Marina Agreement, free and clear of liens created by DALLAS, but not free and clear of all valid and enforceable liens that may be on the Property arising out of the rights of parties in legal possession of any portion of the Property pursuant to the Bayview Marina Agreement.. To the extent any valid and enforceable

liens arising out of any service work procured by parties in in legal possession pursuant to the Bayview Marina Agreement prior to Closing are lawfully filed against the Property after Closing, DALLAS shall be responsible to secure appropriate lien releases for the benefit of ROWLETT, including assuming financial liability not exceeding \$30,000 to secure any such individual lien release.

(f) **Prorations:** The following prorations shall be made effective as of the Closing. All such prorations shall be final as of the Closing, and shall not be adjusted after the Closing:

(i) The parties acknowledge that DALLAS is a municipal corporation and, as such, is exempt for ad valorem taxes on this Property.

(ii) Paid rental payments on the Bayview Marina Agreement shall be prorated through the Closing; and

(iii) Charges for all utilities serving the Property shall be determined through Closing and DALLAS shall pay to the utility companies involved (or to ROWLETT in the event ROWLETT shall be responsible for the payment of same) such charges for the period prior to Closing. Any deposits with utility providers shall remain DALLAS' property and be refunded to it.

(g) **Reserved and/or Granted Rights to DALLAS:** At the Closing, DALLAS shall reserve in its conveyancing instruments, the Flood Restriction and the Reservation interests so identified in Exhibit "F" and Exhibit "E" respectively, and such interests shall run with and burden title to the Property, to the extent of the land covered by the Restriction and Reservation.

Section 4. FLOOD RESTRICTION: The conveyance of the Property will be inclusive of land to the normal pool shoreline at an elevation of 435.5' mean sea level, as shown in Exhibit "A". DALLAS will retain a deed restriction in the Deed for flood protection between elevations of 435.5' and 440.5' mean sea level ("Flood Restriction").

To the extent that and while any portion of the Property is elevated to or above 440.5', the flood restriction will not be applicable as an encumbrance on that portion of the land and the flood restriction shall be deemed to have been automatically released by DALLAS as to that portion of the land. The parties agree that to maximize the buildable area on the Property, the flood restriction limits will automatically adjust as the Property may be filled above 440.5' and/or a sea wall is built on the Property or along the shoreline at the normal pool elevation to such specifications to prevent flooding by a maximum probable flood on the remaining areas below 440.5'. ROWLETT acknowledges receipt of that certain Design Memorandum No. 1 on the Forney Dam and Reservoir dated April 18, 1960 and entitled "Design Floods and Freeboard Requirement" and Design Memorandum No. 2 on the Forney Dam and Reservoir dated November, 1961 and entitled "Detailed Design of Dam, Spillway and Appurtenant Works", provided by DWU, which memorandum provides that the Property may be subject to a 500 year maximum probable flood to an elevation of 445.0' mean sea level which lies outside the flood restriction area. ROWLETT will administer a minimum finished floor requirement along with all other engineering standards

on the site. All design and construction activity on the Property, including but not limited to grading, will be under the auspices of ROWLETT.

To the extent construction activity on the Property, or any portion thereof, shall necessitate entrance into Lake Ray Hubbard (the "Lake"), prior to entering the Lake, ROWLETT shall submit construction permit requests to DALLAS to secure from Dallas appropriate construction permits to enter the Lake. Permissible construction activity which may require temporary entrance into the Lake which shall be subject to DALLAS construction permit process shall include but not be limited to lake dredging, construction of retaining/sea walls, slope protection, rip rap, storm drain outfalls, and similar improvements. To the extent that DALLAS may require permits for such activities, DALLAS shall exercise reasonable diligence to review and approve said applications within not more than twenty-eight (28) days from the date of the application. ROWLETT acknowledges and agrees that the agreement by DALLAS herein to process ROWLETT requests for permits into the Lake shall in no event be deemed an obligation on DALLAS to grant a permit. DALLAS' approval of any permit application to allow ROWLETT access to the Lake under this paragraph shall not under any circumstances constitute a grant by DALLAS to ROWLETT of permanent easements in the Lake nor shall it authorize the construction of any permanent improvement beyond the boundary of the Property. If and to the extent that permanent improvements in and on the Lake are requested, ROWLETT shall submit formal requests for permanent easements, allowing permanent improvements into the Lake, to DALLAS for approval prior to commencement of any construction activity in or into the Lake. Permanent easement requests shall be processed in accordance with the policies and processes of DALLAS applicable to requests for easements, including but not limited to charges, fees, and payment of appraised value for the easement areas. ROWLETT agrees to indemnify DALLAS and DWU for any flooding and resultant damages that occur on the Property at or below 440.5' mean sea level.

Without limiting any of the foregoing and notwithstanding compliance with requirements of applicable law, ROWLETT acknowledges and agrees that only with the appropriate construction permit and prior notice and coordination with DWU will dredging of the Lake be authorized for any purpose, including to obtain fill material. DALLAS and DWU agree to actively cooperate with any USACE, TPW, TXDOT, or other State or Federal permitting requirements in support of the development plans for the Property.

When and to the extent that any approvals, permits or cooperation by DALLAS or DWU is stated in this paragraph, DALLAS's or DWU's approvals, permits or cooperation will not be unreasonably withheld, denied or delayed; provided however, said approvals, permits or cooperation by DALLAS or DWU may be withheld, conditioned, denied or delayed in circumstances where DWU has determined a contrary or negative impact to the Lake, on similar terms and conditions as to other similar applicants.

Section 5. ACRE RESERVATION AND RELOCATION OF DALLAS POLICE LAKE RAY HUBBARD WATER RESPONSE OPERATIONS: ROWLETT acknowledges that (i) a portion of the Property has been improved with a permanent building facility and utilized by DALLAS as its primary site for Police Lake Ray Hubbard water response operations (the "Lake Patrol") location; and (ii) that even after the Closing, it will be necessary for the Lake Patrol to maintain its operation at the current location until it can relocate to another location on the Property

and either relocate its current building facility or construct a replacement facility that will provide easy access from the location to Lake Ray Hubbard for necessary Lake Patrol operations. At its current location, the Lake Patrol's facility is neither conducive to the maximum economic development of the Property nor conducive to easy access to Lake Ray Hubbard once development occurs on the Property; therefore, the parties agree it should be relocated to another location in reasonable access proximity to Lake Ray Hubbard.

In addition, DALLAS has informed ROWLETT that for the Lake Patrol to effectively perform its public safety functions on Lake Ray Hubbard, which is within DALLAS municipal jurisdiction, DALLAS must not only relocate to and maintain a facility in reasonable proximity to the lake's shoreline, but DALLAS must also be free to manage, maintain, and operate its facility under DALLAS municipal jurisdiction standards. To that end, the parties agree that the sale of the Property shall be subject to (i) Lake Patrol's continued possession and occupancy of the current building facility, rent free and with access to its water-based facilities as needed to conduct Lake Patrol operations and until the agreed to relocation has been completed; and (ii) a reservation by DALLAS of an acre of land in the southern tract of the Property (the "Reservation"). The Reservation is more particularly described in Exhibit "E" attached hereto and made a part of this Agreement for the purposes set forth herein. Subject to Article II, "**Section 2. REVIEW OF TITLE AND INSPECTION OF PROPERTY**" of this Agreement, Dallas assumes all responsibility for all liabilities with respect to its operations while in possession or occupancy of the land on which the current building facility is located until it delivers such land to ROWLETT.

The parties further agree that the Lake Patrol facility, as relocated, shall remain subject to DALLAS municipal jurisdiction; and therefore, the Reservation shall not be boundary adjusted into ROWLETT municipal jurisdiction. ROWLETT however, (i) at its sole cost and expense, will provide DALLAS with utility tie-ins at the property line of the Reservation parcel, and (ii) will provide Dallas with use of utilities to serve the Reservation parcel under similar rates, terms and conditions as permitted for other commercial customers of ROWLETT. DALLAS shall be responsible for other costs associated with the relocation, construction, development, and on-site infrastructure necessary to accommodate the relocated facility. DALLAS shall grant to ROWLETT a 20-foot landscape easement around the perimeter of the Reservation to serve as a buffer, which shall be described in the Deed. ROWLETT shall assume responsibility for installation and maintenance of all landscaping elements within the easement; provided however said installation and maintenance shall be performed subject to and so as to not interfere with DALLAS' Lake Patrol operations.

DALLAS agrees to make diligent efforts to commence and complete the relocation of the Lake Patrol facility as soon as reasonably feasible or within twenty-four months of the Closing. Until the relocation has been completed however, DALLAS shall continue to possess and occupy the current Lake Patrol building facility located on the northern tract of the Property, rent free, and with access to its water-based facilities as needed for performing Lake Patrol operations. It is the intent of the parties that DALLAS shall relocate its Lake Patrol from its current location to the Reservation within twenty-four (24) months of Closing; provided, however, that ROWLETT may, upon written notice, compel relocation of the Lake Patrol facility to the Reservation. Upon the relocation of the Lake Patrol, ROWLETT shall exercise all municipal authority over the Property

exclusive of the Reservation which shall not be subject to the boundary adjustments. Until the relocation however, ROWLETT agrees to defer to DALLAS municipal authority in the current facility location occupied by the Lake Patrol.

In consideration for ROWLETT's agreement to grant the Reservation to DALLAS without a reduction in the purchase price, the parties agree that the Reservation area shall be and is hereby subject to a reverter interest in favor of ROWLETT. The reverter interest shall be effective at such time when and if DALLAS shall cease to operate the Lake Patrol from the reservation area location and has not re-opened its facility operations within seven (7) years thereafter ("reverter date"). DALLAS agrees that if the reverter date shall become effective, DALLAS shall cooperate with ROWLETT to boundary adjust the Reservation into ROWLETT municipal jurisdiction without the payment by ROWLETT of any additional consideration. And, at such time as the reverter date occurs, if necessary or requested by ROWLETT, the parties agree to execute all necessary documents to evidence the expiration of the Reservation and its removal as an encumbrance on the Property.

ARTICLE III. REVENUE SHARING

In exchange for DALLAS' agreement to take municipal action to place the Property in ROWLETT's municipal jurisdiction, ROWLETT agrees to authorize the payment of the Revenues to DALLAS in perpetuity, in accordance with and subject to the following terms and conditions:

Section 1. BOUNDARY ADJUSTMENTS: The parties agree that in order for ROWLETT to maximize its economic development plans for the Property in accordance with ROWLETT municipal standards, the Property must be located within ROWLETT's municipal jurisdiction. To effect such change in municipal jurisdiction, the parties acknowledge and agree that ROWLETT and DALLAS must concurrently act to boundary adjust the Property, save and except the reservation area, out of DALLAS municipal jurisdiction and into ROWLETT municipal jurisdiction. Additionally, the parties agree that the immediate adjacent land area containing a certain portion of IH-30 located between the northern and southern tracts comprising the Property, save and except the reservation area, shall be boundary adjusted into ROWLETT's municipal jurisdiction. ROWLETT, at its cost, shall be responsible for providing to DALLAS the legal descriptions of the various property areas that will be boundary adjusted.

The parties recognize that time is of the essence in finalizing the necessary boundary adjustments to enable ROWLETT to act to place its economic development plan, which ROWLETT agrees is set forth conceptually in the Form Based District Allocation Map Plan described in Section 2 below, on the Property before the Closing. Accordingly, as of the Effective Date, DALLAS and ROWLETT agree to commence and complete all actions to effect the boundary adjustments and Form Based Allocation Map plan on the Property prior to the Closing. The parties acknowledge and agree that the exchange of municipal jurisdiction over the Property is a condition of the sale, only intended to continue after the completion of the sale, and not in the absence of a sale to ROWLETT. The parties therefore agree that the boundary adjustment actions shall be subject to a contractual obligation on both parties to take necessary actions to nullify the respective boundary adjustment actions and cause the Property to be boundary adjusted into

DALLAS' municipal territorial jurisdiction should the sale not be completed by the Closing Date. Within twenty (20) days of the failure of the sale or the permitted termination of the sale by either party, each party agrees to commence actions to boundary adjust the Property out of ROWLETT municipal jurisdiction and back into Dallas municipal jurisdiction, without the requirement for any additional consideration from DALLAS.

Section 2. FORM BASED DISTRICT ALLOCATION MAP PLAN AND REVENUE SHARING:

The parties acknowledge and agree that in acting to boundary adjust the Property, save and except the reservation area, in ROWLETT's municipal jurisdiction, they will cause DALLAS to suffer immediate loss of its municipal jurisdiction over the economic development of and the revenues generated from the Property. As a result, DALLAS, unless there is an agreement that ROWLETT will allow DALLAS to revenue share in the economic development of and revenues generated from the Property, will in perpetuity suffer the loss of municipal revenues (such as fees, ad valorem taxes, and other taxable revenues) that would otherwise be legally assessable and collectable from economic development of the Property subject to DALLAS planning and taxing jurisdiction. Therefore, in exchange and in consideration for DALLAS agreeing to the boundary adjustments described in Section 1 above, ROWLETT agrees to:

- (i) solely regulate and control development in accordance with the Form Based Allocation Map plan (attached hereto as Exhibit "B") to promote and maximize the economic development and taxable revenues capacity of the Property. ROWLETT and DALLAS agree that it is in their mutual municipal interests of tax revenue sharing set forth in this Agreement to have the Property developed in line with such a plan;
- (ii) authorize by municipal action the application of the Form Based Allocation Map plan, as described in (i) above on the Property prior to Closing, which failure to do so shall be grounds for DALLAS to terminate this Agreement and for the parties to then proceed to boundary adjust the Property back into DALLAS municipal jurisdiction; and
- (iii) authorize by municipal action revenue sharing with DALLAS. Revenue sharing shall be authorized by form of resolution or ordinance approving this Agreement and authorizing the payment to DALLAS annually on or about September 30 of each year, in perpetuity, the Revenues, as said term is defined in ARTICLE I of this Agreement. Evidence of said authorization shall be a condition of Closing.

The parties agree that this Agreement does not, in any manner, create a guarantee to DALLAS that any particular amount will be received, credited to, or collected by ROWLETT to enable ROWLETT to make a Revenues payment to DALLAS. Only those funds actually collected shall be counted for the purpose of determining the Revenues payment ROWLETT owes under this Agreement; and bad debts and/or insufficient fund instruments shall not be counted unless good funds are actually collected. ROWLETT agrees to diligently pursue, at its own expense, collection of any said bad debts or insufficient fund instruments to the full extent permitted by law.

The foregoing revenue sharing is limited by and subject to the recoupment by ROWLETT of all costs, expenses and fees paid by ROWLETT associated with the fill needed to remove the

Property out of the Flood Restriction and with public infrastructure improvements related to IH30. Notwithstanding anything contained herein to the contrary, the parties agree that, in order to enable ROWLETT to recoup these costs, the revenue sharing, and Dallas's entitlement to Revenues, shall commence in the first month following the expiration of twenty (20) years from Closing. No revenue sharing shall occur, and Dallas shall not receive or be entitled to any part of Revenues, until the first day of the month following the 240th month after Closing.

If ROWLETT grants, enters into, or authorizes any economic development program grant pursuant to Chapter 380 of the Texas Local Government Code or any tax abatement agreements, tax increment reinvestment zones (also known as "TIFs" or "TIRZs"), enterprise zones, public improvement districts, or any other special incentive plan with respect to all or any portion of the Property or any person, corporation, or entity using or occupying all or any portion of the Property and the amount of any such grant or incentives is based, in whole or in part, on the receipt of certain taxes that are included within the definition of "Revenues" under this Agreement, such taxes shall nevertheless be payable to DALLAS in accordance with this Agreement, as if the grant, abatement or incentive had not existed. ROWLETT also agrees to levy and take all necessary action to collect all taxes, fees, etc. which would be applicable against all properties, persons, individuals and corporations affected by this Agreement.

The revenue sharing agreement set forth in this Agreement shall not be construed as affecting any revenues of ROWLETT other than those Revenues generated on the Property.

ARTICLE IV. EMERGENCY RESPONSE

Section 1. LAKE PATROL: The parties agree that once the boundary adjustment agreements are completed, ROWLETT shall exercise all municipal authority over the Property, save and except the reservation area, and the current location of the Lake Patrol for so long as it has not been relocated. From the reservation area, the DALLAS Lake Patrol shall be responsible to provide first responder emergency services to Lake Ray Hubbard areas contiguous to the Property, notwithstanding that the origin of the activities giving rise to the emergency is located within the areas of the Property which lie within ROWLETT municipal jurisdiction.

Section 2. FIRST RESPONDER ARRANGEMENT: The parties acknowledge and agree that after the Closing, ROWLETT and not DALLAS will be better positioned to provide first responder emergency services to various areas currently subject to DALLAS response. Therefore, effective as of the completion of the boundary adjustments subject of this Agreement, the parties agree that ROWLETT will provide, using ROWLETT personnel and equipment and/or through mutual aid/interlocal agreements with other municipalities, first responder emergency services (police, fire, and ambulance) to the following bridges over Lake Ray Hubbard that provide ingress and egress to and from ROWLETT: the Rowlett Road bridge, the President George Bush Turnpike Bridge, the Miller Road Bridge, the two Highway 66 Lakeview Parkway Bridges, the two IH 30 Bridges located west and east of the Property, and any other future bridges that may be built providing such access.

**ARTICLE V. MARINA LICENSES/BAYVIEW MARINA AGREEMENT/
AND MASTER LEASE AMENDMENT**

Section 1. MARINA LICENSES: ROWLETT acknowledges and agrees that all marina operations established on Lake Ray Hubbard are water based operations and therefore are subject to DALLAS municipal jurisdiction and overseen by DWU on behalf of DALLAS. As a result, marina improvements are subject to DALLAS building code and permitting requirements. The design of the marina improvements are subject to that Boat Carrying Capacity Study Lake Ray Hubbard prepared for DWU by Dunkin, Sims, Stoffels, Inc., with Alan Plummer Associates Inc., Geo Marine Inc., and Certes Environmental Laboratories regarding the boat carrying capacity of the lake and marina build-out limitations. A copy of the boat carrying capacity study has been provided to ROWLETT by DWU.

Subject to the limitations in the study and DWU review, consent and approval of applications, which shall not be unreasonably withheld, conditioned or delayed, ROWLETT shall have the right to construct and operate no more than (2) two marinas on the Property, one on the northern tract and one on the southern tract. DALLAS acknowledges that ROWLETT desires to have two marinas which may be designed and constructed to support up to an aggregate maximum of 1,005 boat slips. For a period of seven (7) years following the Closing, Dallas shall reserve, and the Property shall be entitled to, not more than 1,005 boat slips at such marinas. If ROWLETT has not constructed marinas to utilize its 1,005 slips as granted herein by the seventh (7th) anniversary after Closing, ROWLETT agrees that DWU shall have no further obligation to reserve the unused boat slips and ROWLETT shall thereafter be required to submit an application to DWU for said boat slips, which application shall be subject to review on a first come first serve basis, subject to the then boat carrying capacity available on the lake when ROWLETT makes its application, and its application shall not have priority over any other applications then under DWU review. ROWLETT further acknowledges that if DWU does approve ROWLETT's marina application, said approval shall be conditioned upon ROWLETT cooperating with DWU to negotiate and finalize an appropriate marina license agreement. Failure of the parties to enter into a marina license agreement shall not be deemed a default by either party under this Agreement and shall not be grounds by either party to terminate this Agreement. Notwithstanding, DWU's cooperation or approval shall not be unreasonably withheld, conditioned or delayed. Provided, ROWLETT performs its obligations under the Master Lease, DWU agrees it shall not be entitled to any license fees or concessions arising from the marinas.

ROWLETT agrees to submit its design plans to DWU for review and shall under no circumstances authorize construction of any marina improvements until DWU has approved the design, the parties have executed a marina license agreement, and ROWLETT has secured a building permit in accordance with the approved design. DALLAS's consent and approval of design plans shall not be unreasonably withheld, conditioned or delayed. Notwithstanding that DWU may approve a marina application for two locations from ROWLETT, ROWLETT shall have no obligation to construct and operate two marinas. ROWLETT may distribute the DWU reserved and approved number of boat slips among the two tracts or ROWLETT may locate all the approved number of boat slips in one location; provided however the distribution and installation of the final design of the boat slips and lake based related improvements do not extend

beyond the approved footprints of marina sites designated by DWU. The right to construct and operate two (2) marinas granted to ROWLETT shall not be assignable without DWU's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

In the event ROWLETT constructs a marina in accordance with the foregoing on any portion of the Property, and for so long as DALLAS maintains the Lake Patrol on the Property or the reservation area, or DALLAS Fire maintains use of boat slips in the Bayview Marina, ROWLETT shall provide DALLAS with five (5) boat slips to be reserved for Lake Patrol and DALLAS Fire use by DALLAS, which slips shall be not less than 14' x' 30', at least two shall be of sufficient size to accommodate a 40' boat, and shall be covered with electricity, water and boat lifts. DALLAS shall be responsible for the differential costs incurred by ROWLETT in constructing, installing and maintaining the slips reserved for DALLAS's use, and all differential costs associated with installation and maintenance of boat lifts and all furnished utilities. The term "differential costs" shall be defined to mean that additional cost incurred by ROWLETT to deviate from its standard boat slip located in any other part of the marina and not reserved for DALLAS Lake Patrol or Fire use. DALLAS shall be solely responsible for the installation of boat lifts necessary for its use.

Notwithstanding that ROWLETT may or may not construct a marina operation, ROWLETT agrees to construct or cause construction of at least one boat ramp to be provided at the Property for public use on a non-fee basis. The location of the boat ramp(s) shall be at ROWLETT's sole discretion.

To the extent that approvals or permits are required by the US Army Corps of Engineers or other state or federal agencies, for ROWLETT to construct and operate a marina operation on the Property and on the waters of Lake Ray Hubbard, DALLAS will fully cooperate.

Section 2. BAYVIEW MARINA AGREEMENT: ROWLETT acknowledges that DALLAS currently licenses a marina operation at a site located on the southern tract of the Property to James Rosenberg, which is commonly referred to as the Bayview Marina. DALLAS has informed ROWLETT of the status of the Bayview Marina Agreement. The Bayview Marina Agreement has expired and Bayview Marina is currently operating on a month to month tenancy subject to termination by DALLAS on 30 days' notice. As part of the sale of the Property set forth in this Agreement, ROWLETT is willing and agrees that in lieu of DALLAS acting to terminate the Bayview Marina Agreement, ROWLETT will accept possession of the Property subject to the Bayview Marina Agreement and take assignment of DALLAS's interest in the Bayview Marina Agreement as Lessor. The parties shall execute an Assignment and Assumption Agreement for the Bayview Marina Agreement, substantially in the form of Exhibit "D" attached hereto and made a part of this Agreement for the purposes set forth herein, to allow ROWLETT to undertake DALLAS' position as Lessor. Further, notwithstanding that the Bayview Marina Agreement authorizes and applies to marina operations outside of the Property and on the waters of Lake Ray Hubbard which are contiguous but outside of the Property and the City of Rowlett, ROWLETT's possession shall not include the surface of Lake Ray Hubbard and the parties agree that DALLAS will assign and ROWLETT will assume all of DALLAS's interest and obligations as Lessor under the Bayview Marina Agreement, including but not limited to the right to receive all lease payments

due thereunder until the marina operations have been terminated DALLAS's assignment shall not be deemed to effect a transfer to ROWLETT of DALLAS's municipal jurisdiction over all or any portions of Lake Ray Hubbard occupied by the Bayview Marina but it shall also include the right to receive all rents due and payable to Lessor arising out of those Bayview Marina operations located solely on the water. Promptly after the Closing, DALLAS shall notify Mr. Rosenberg of said assignment and direct him to make all lease payments due thereunder to ROWLETT c/o the Rowlett City Manager's Office, City of Rowlett, Texas, 4000 Main Street, Rowlett, Texas 75088. ROWLETT agrees that upon the execution of the Assignment and Assumption Agreement, DALLAS shall have no further obligations or financial liability with respect to the Bayview Marina operations after Closing, including without limitation the event the marina operator does not timely vacate the Property. ROWLETT shall not have the right to extend the tenancy terms of the Bayview Marina, without the prior consent and approval of DWU; provided, however, that DWU consent shall not be required if the existing month-to-month tenancy is continuously extended. ROWLETT agrees that if it elects to allow the marina operations to continue on a month to month tenancy, the Bayview Marina shall count as one of ROWLETT's two (2) rights to construct and operate a marina set forth in paragraph 1 above without further approval by DWU.

Section 3. MASTER LEASE AMENDMENT: DALLAS and ROWLETT acknowledge and agree that it is in the interest of both parties to amend the Master Lease to clarify each party's respective obligations set forth therein, which amendment shall be agreed upon contemporaneously with the approval of this Agreement, substantially in the form shown in Exhibit "H" attached hereto and made a part hereof.

VI. INTENTIONALLY DELETED

ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 1. All parties agree to provide a vigorous defense of this Agreement in the event of litigation by a third party to challenge the validity or enforceability of this Agreement. The cost of such defense shall be borne by the party incurring same. In the event of any adverse judicial decision or any other reason the anticipated sharing of Revenues is not allowed, the parties agree to use their best efforts and cooperate with each other to enter into alternative arrangements to share revenues as contemplated herein. This section does not alter or diminish ROWLETT's obligation in ARTICLE III of this Agreement to pay all the costs of collecting revenues.

Section 2. The amount of Revenues generated in subsequent years shall be verified by the independent auditor of the City of ROWLETT with the cost of such verification being apportioned based on the percentages specified in ARTICLE III of this Agreement with respect to Revenues. DALLAS, or its designated representatives, shall be entitled, no more frequently than annually, to audit ROWLETT's records of Revenues, at DALLAS's sole expense. ROWLETT agrees to pay DALLAS the Revenues attributable to each calendar year September 30 of each following year, unless otherwise agreed in writing signed by all parties hereto.

Section 3. This Agreement shall be governed by the laws of the State of Texas and the applicable laws of the United States of America, and venue on any suit brought hereunder shall lie exclusively in Dallas County, Texas.

Section 4. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, there shall be added a new provision to this Agreement as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and yet be legal, valid and enforceable, by means of good faith negotiation by the parties to this Agreement.

Section 5. This Agreement shall be perpetual and may be terminated only by the mutual written agreement of all the parties hereto.

Section 6. This Agreement shall become effective (the “Effective Date”) between the parties hereto on the day of its approval by all of the City Councils of DALLAS and ROWLETT and shall continue in effect after the Closing for all those purposes set forth herein that are effective after the sale of the Property to ROWLETT.

Section 7. This Agreement may be amended or modified only by the mutual agreement of all the parties hereto, in writing, to be attached to and incorporated into this Agreement.

Section 8. This Agreement contains all commitments and agreements of all the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

Section 9. This Agreement shall be executed by the duly authorized official(s) of the parties as expressed in the approving resolutions or orders of the governing bodies of each such party, copy of which are attached hereto.

[SIGNATURE PAGE FOLLOWS]

Effective as of the _____ day of _____, by the CITY OF DALLAS, signing by and through its City Manager, duly authorized to execute same by Resolution No. 15-_____ adopted by the DALLAS City Council on _____, and by CITY OF ROWLETT, signing by and through its City Manager, duly authorized to execute same by Resolution No. 15-_____ adopted by the ROWLETT City Council on _____.

THE CITY OF ROWLETT, TEXAS

By: _____ Date: _____
Todd W. Gottel, Mayor

APPROVED AS TO FORM:

ATTEST:

David M. Berman, City Attorney

Laura Hallmark, City Secretary

THE CITY OF DALLAS, TEXAS

CITY OF DALLAS
A. C. GONZALEZ
City Manager

APPROVED AS TO FORM:
WARREN M. S. ERNST
City Attorney

By: _____
Assistant City Manager

By: _____
Assistant City Attorney

Recommended by CHIEF OF POLICE

By _____
David O. Brown, Chief

Recommended by CHIEF OF FIRE

By _____
Louie Bright, Chief

Recommended by DALLAS WATER UTILITIES

By _____
Jody Puckett, Director

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY
(See Attached)

EXHIBIT B Conceptual Form Based Allocation Map Plan



EXHIBIT C
Form of Special Warranty Deed
(See Attached)

EXHIBIT C-1
(See Attached)

EXHIBIT D
Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is executed and entered into by and between the **CITY OF DALLAS, TEXAS**, a home-rule municipality located in Dallas County ("**Assignor**") and the **CITY OF ROWLETT, TEXAS**, a home-rule municipality, located in Rockwall County, Texas ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor is the owner of the land situated in Dallas County, Texas, commonly known as "Elgin B. Robertson Park" more particularly described on Exhibit A attached hereto (the "**Property**"); and

WHEREAS, in connection with the transactions described in City of Dallas Resolution No. _____ approved on _____, 2015, and City of Rowlett Resolution No. _____ approved on _____, 2015 Assignor and Assignee have entered into that certain Interlocal Agreement dated as of _____ (the "Interlocal Agreement") providing for Assignor's conveyance of the Property to Assignee, upon and subject to the terms set forth in the Interlocal Agreement; and

WHEREAS, among the terms of the sale of the Property approved by both, Assignor and Assignee have agreed to enter into this Assignment wherein Assignor assigns to Assignee, and Assignee has agreed to accept and assume, all of Assignor's right, title, interest and obligations, as lessor/licensor/or landlord, in and to that certain license concession contract granted to Jim Rosenberg dba Waterside Corporation, Inc. ("Tenant"), as lessee and as successor in interest to Rockwall Marina, Inc. and Don R. Walker, to operate a public marina complex on the Property, and which license is currently on a month to month term, subject to a 30 day notice of termination (as amended, and/or assigned, the "Lease" or the "Bayview Marina Agreement" as referenced in the Interlocal Agreement); and

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee has agreed to accept and assume, all of the rights, title, interest and obligations of Assignor in and to the Lease upon the terms set forth in this Assignment.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, as of the effective date, Assignor does hereby ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER unto Assignee, its successors and assigns, all of the rights, titles, interests and obligations of Assignor in and to the interest of the lessor, licensor or landlord under the Lease

attached hereto and by this reference made a part hereof, including, without limitation, all prepaid rent and security deposits, if any, paid by Tenant pursuant to the Lease.

Assignee does hereby expressly and irrevocably accepts such assignment, transfer, set over, conveyance, and delivery of all of Assignor's right, title, interest and obligation in and to the Lease, and in accordance thereof, does hereby expressly and irrevocably assumes all of Assignor's right, title, interests and obligations, and shall become obligated to keep, fulfill, observe, perform and discharge, each and every covenant, duty, debt and obligation that may accrue and become performable, due or owing from and after the effective date hereof by the landlord under the terms, provisions and conditions of the Lease, which shall include, but without limitation, the obligation for security deposits and prepaid rent thereunder. Assignee's assumption of such obligation as to security deposits and prepaid rent shall be effective only to the extent that Assignee is given credit in the computation of the adjustments and prorations being made as a part of the closing under the above-described Interlocal Agreement.

To extent allowed by law, Assignee does hereby, and shall, indemnify, defend and hold Assignor harmless from and against any and all claims, damages, causes of action or losses resulting from, arising out of or incurred in connection with any such liability or obligation assumed by Assignee. To extent allowed by law, Assignor shall remain liable for any obligation or liability that may have accrued under the Lease prior to the effective date of this Assignment and Assignor does hereby, and shall, indemnify, defend and hold Assignee harmless from and against any and all claims, damages, causes of action or losses resulting from, arising out of or incurred in connection with any such liability or obligation retained by Assignor.

This Assignment is binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

This Assignment may be executed in two or more identical counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

**[REMAINDER OF THIS PAGE
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EXECUTED effective as of the ____ day of _____, _____.

ASSIGNEE:

THE CITY OF ROWLETT, TEXAS

By: _____
Todd W. Gottel, Mayor

Approved as to form:

David M. Berman, City Attorney

Attested:

Laura Hallmark, City Secretary

ASSIGNOR:

THE CITY OF DALLAS, TEXAS

A. C. GONZALEZ,
City Manager

By: _____
Assistant City Manager

APPROVED AS TO FORM:
WARREN MS. ERNST,
City Attorney

By: _____
Assistant City Attorney

EXHIBIT F
Flood Restriction

In accordance with Article 2, Section 4 "Flood Restriction" of the _____, 2015 Interlocal Agreement between the City of Dallas, Texas and the City of Rowlett, Texas, the Property is hereby subject to a flood restriction in favor of the City of Dallas, whereby the City of Dallas has the right to flood and inundate that portion of the Property, or any part thereof, that lies within the boundaries of the Property at all times up to and including an elevation of 435.5 feet above mean sea level and an elevation of 440.5 feet above mean sea level. No building or structure, intended for or adapted to residential or business purposes, shall be erected, altered, placed, permitted or maintained on such Property with a built out finished floor level (including any basement) at an elevation less than 440.5 feet above mean sea level, except as follows: No subsurface building or structure shall be erected, altered, placed, permitted or maintained on the Property with an exterior opening or entrance elevation less than 3 feet above 440.5 feet above mean sea level; provided however subsurface parking structures shall be subject to a requirement of not less than 2 feet above 440.5 feet above mean sea level. Owner shall be responsible and liable to cause that portion of the Property, or any part thereof, intended for residential or business purposes, to be backfilled with dirt or structures to raise the elevation of the affected portions of the Property above the flood restriction described herein. No retaining walls or other shoreline improvements (including boat docks or boathouses) adjacent to the Property shall be constructed unless submitted for approval to and permitted by the City of Dallas. Each owner of record of the Property, or any part thereof, and persons claiming under such owner will release and hold harmless the City of Dallas, Texas, its agents and employees, successors and assigns, from any damages or claims arising from flooding or the placement of flood waters by the City of Dallas onto the Property in accordance with this flood restriction.

This flood restriction shall inure to the benefit of the City of Dallas, and the City of Dallas shall have the right to prosecute, at law and in equity, against the person violating or attempting to violate the flood restriction, either to prevent him from so doing or to correct such violation. The flood restriction inuring to the benefit of the City of Dallas shall not be altered, amended or terminated without prior approval of the Flood Plain Administrator of the City of Dallas; provided however, if Owner of the Property shall cause the requisites for the removal of the flood restriction to be performed then the flood restriction shall be deemed inapplicable and of no longer binding effect as to the affected portion of the Property and if necessary the City of Dallas shall execute in a recordable form evidence of said inapplicability. This flood restriction shall be construed as a covenant running with the Property and shall be binding upon the City of Rowlett, its successors and assigns.

EXHIBIT G
Intentionally Deleted

EXHIBIT H
Substantial form of Amendment to Master Lease

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AND LEASE
BETWEEN THE CITY OF DALLAS AND THE CITY OF ROWLETT AT LAKE RAY
HUBBARD

This First Amendment (the “Amendment”) to that certain Interlocal Agreement and Lease (hereinafter described) is made by and between the CITY OF DALLAS, a Texas municipal corporation (“Dallas”), and the CITY OF ROWLETT, a Texas municipal corporation, (“Rowlett”).

WITNESSETH

WHEREAS, Dallas and Rowlett have entered into a certain Interlocal Agreement and Lease (herein referred to as the “Master Lease”) signed by Dallas on January 22, 2001, and by Rowlett on January 16, 2001, which leases to Rowlett the land and areas described therein as the Take Area, defined as the land owned by Dallas between the Take Line (the perimeter boundary of land owned by Dallas at Lake Ray Hubbard) and the normal Lake pool elevation of 435.5 feet above mean sea level; and

WHEREAS, Dallas and Rowlett desire to amend certain provisions of the Master Lease in accordance with the terms of this Amendment; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code (“Act”) provides authorization for any local government to contract with one or more local governments to perform governmental functions and services in which the contracting parties are mutually interested under the terms of the Act;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements to be kept and performed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dallas and Rowlett hereby agree to amend the Master Lease and execute this Amendment to reflect the following changes and provisions:

1. Subsection D of Section II (“Existing Leases and New Interlocal Agreement”) of the Master Lease is hereby amended to read as follows:

- D. The existing commercial/concession agreements for the following facilities will remain intact, will not be interrupted by cancellation of the previous License (Lease) Agreement, and will be recognized under the new Interlocal Agreement:

Marina Del Ray
 Rush Creek Yacht Club
 Chandler's Landing Marina
 Harbor Bay Marina
 Beacon Harbor Marina
~~Bay View Marina~~
 The Shores Country Club
 Captain's Cove Marina

These commercial concession agreements may be continued, amended, or extended at the discretion of the city administering that agreement as long as the scope of the existing commercial activity remains the same. To the extent already provided in these agreements on an individual basis, such continuation, amendment, or extension shall not require the approval of Dallas. Examples of business within the scope of the agreement include.

1. Marina expansion of boat storage within approved marina lease area.
2. Boat sales or repair in a marina area.
3. Tackle and bait shop operation in a marina area.
4. Sale of golf accessories at a golf course.

Any major departure from the existing scope of business will necessitate renegotiating the commercial /concession agreement with Dallas.

2. Subsection J of Section II (“Existing Leases and New Interlocal Agreement”) of the Master Lease is hereby deleted in its entirety and the following language is substituted in its place:

- J. ~~Rowlett will reasonably maintain those portions of the Leased Area that are not subleased, including a reasonable degree of landscape management and removal of trash and debris, excluding erosion control.~~ Rowlett shall conduct reasonable shoreline trash abatement, at its sole expense, in all areas adjacent to and within the city limits of Rowlett. Rowlett shall be the point of contact for the public regarding all trash abatement issues in all areas adjacent to and within the city limits of Rowlett.

3. Subsection B of Section VII (“Water Quality Protection and Sedimentation”) of the Master Lease is hereby deleted in its entirety and the following language is substituted in its place:

- B. Rowlett shall conduct reasonable shoreline trash abatement, at its sole expense, in all areas adjacent to and within the city limits of Rowlett. ~~Dallas and Rowlett agree that litter, debris and trash in the Lake and on or along the Shoreline is a mutual issue which requires mutual understanding and resolution. Dallas and Rowlett will discuss methods to mutually address the litter, debris and trash problem.~~

4. A part of Exhibit A-1 (identified as “Exhibit A Lake Ray Hubbard – City of Rowlett”), the Beacon Harbor Lease Area is hereby deleted, such that the described tract will henceforth be included within the Leased Area.

5. Subsection A of Section IV is hereby amended to read as follows:

- A. Subject to the procedures stated below and the other applicable terms of this Interlocal Agreement, Rowlett may sublease the property in Commercial Areas. Sublessee may further sublease the property for commercial purposes, pursuant to the same terms and conditions contained in the sublease. Dallas and Rowlett will share in new revenues associated with the commercial use of Lake Area, except for: (i) those commercial uses in place at the time of execution of this Agreement, which are listed in Section II.D of this Interlocal Agreement; and (ii) the two marina sites controlled and operated by Rowlett. The terms of those commercial subleases will be negotiated on an individual basis with Dallas and will require the approval of the Dallas City Council. The following procedures for subleasing in Commercial Areas will be observed by both parties:

...

6. Section 1 of Exhibit B (“Additional Provisions”) is hereby amended to read as follows:

1. ~~In consideration of the new obligations assumed by Rowlett under the Interlocal Agreement,~~ Section 18 of the previous License Agreement between the City of Dallas and the City of Rowlett, dated May 21, 1973, is retained as a part of the terms of the Interlocal Agreement with the following modifications at the end of the Section: “In exchange for Dallas’ agreement to grant easements under this section, Rowlett agrees, at its sole cost and expense to provide the City of Dallas with utility tie-ins at the property line for of any Dallas property, owned or occupied by the City of Dallas, which is located outside the leased area but developed adjacent to or within the City of Rowlett (the “Dallas Property”). The City of Dallas shall be responsible for all other costs associated with the construction, development and on-site infrastructure necessary to accommodate the Dallas Property. Should the City of Dallas forfeit the use of the occupied portions of the Dallas Property to the City of Rowlett for any reason, then all easement requests made by the City of Rowlett pursuant to this agreement shall be subject to all City of Dallas easement compensation requirements.” A copy of the original Section 18 is included in this Exhibit.

7. All other terms and provisions of the Master Lease shall remain unaffected by this Amendment.

IN WITNESS WHEREOF, Dallas, signing by and through its City Manager, duly authorized to execute this Amendment by Resolution No. 15-_____, approved by the Dallas City Council on _____, 2015, and by Rowlett, signing by and through its Mayor, duly authorized to execute this Amendment by Resolution No. 15-_____, approved by the

Rowlett City Council on _____, 2015, have executed this agreement as of the dates written below.

THE CITY OF ROWLETT, TEXAS

APPROVED AS TO FORM:

By: _____
Todd W. Gottel, Mayor

David M. Berman, City Attorney

Date: _____

ATTEST:

Laura Hallmark, City Secretary

THE CITY OF DALLAS, TEXAS

APPROVED AS TO FORM:

A. C. GONZALEZ,
City Manager

WARREN MS. ERNST,
City Attorney

By: _____
Assistant City Manager

By: _____
Assistant City Attorney

Date: _____

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

LETTER OF INTENT

This Letter of Intent (this ‘LOI’) is by and between the City of Rowlett, Texas (City) and Donahue Development Corporation (Developer) and is intended to establish and set forth the understandings and agreements between the City and Donahue regarding Elgin B. Robertson Park (Park).

The Park comprises approximately 257 acres owned by the City of Dallas and situated within the city limits of the City of Dallas. The City of Dallas held an election in May of 2013 whereby a majority of voters at the election authorized the sale of the land that comprises the Park. Rowlett seeks to expand its territorial limits to encompass the Park and Developer seeks the opportunity to acquire ownership for development purposes. In the event that the City of Dallas is willing to transfer ownership of the land to Rowlett (or to Developer) and concedes its territorial jurisdiction over the Park land to Rowlett, then the parties will in good faith negotiate a definitive development agreement under the general terms and conditions described herein. However, should Dallas refuse to convey ownership or relinquish jurisdiction, then this Letter of Intent will become null and void.

Statement of Purpose: This LOI represents, subject to the terms hereof, the binding commitment and intent of Developer and Rowlett to (i) propose to Dallas that title to the Park land be conveyed to Rowlett, to an entity affiliated with Rowlett, or to Developer, (ii) facilitate the development of certain commercial and residential uses on the land in accordance with Rowlett’s Form Based Code guidelines as a mixed-use development project; (iii) facilitate the development of infrastructure as may be necessary or beneficial for the future development of the land; and (iv) establish a long term, economically viable and mutually beneficial relationship between the Developer and Rowlett.

Dallas Negotiations. Rowlett and Developer shall present a proposal to Dallas for Rowlett (or an affiliated entity or the Developer) to acquire title and for Rowlett to acquire jurisdiction to the Park. As part of the negotiations, and as needed to acquire ownership, the Developer will provide the funding to acquire the Park at its appraised value or at an agreed amount. In the event that Developer is unwilling or unable to provide adequate funding within the timeframe necessary to acquire the Park, either party may declare this Agreement to be void and of no further effect. The parties will use their best efforts to obtain Dallas’ approval of the transfer and relinquishment of jurisdiction.

Development Regulations. The parties contemplate that upon the sale of the Park by Dallas, Dallas will relinquish its territorial jurisdiction over the land comprising the Park and that Rowlett will assume territorial jurisdiction, either through disannexation and annexation or boundary adjustment agreements. Upon acquisition of territorial jurisdiction, it is expected

between the parties that Rowlett will impose and adopt its Form Based Code zoning regulations on the Park.

Development Agreement. Upon acquisition of the land and the imposition of Form Based Code zoning, the parties will in good faith negotiate a formal development agreement that will control the development of the land and the extension of municipal services. The parties will cooperate to develop all or a portion of the land for a mixed use development utilizing New Urbanism concepts under Rowlett's Form Based Code guidelines. Rowlett may assist Developer in obtaining funding and financing for the development, contingent on Rowlett's approval of Developer's development plans.

Non-delegation of Legislative Authority. Nothing in this LOI shall be deemed or construed as a waiver of legislative authority by Rowlett nor shall this LOI be construed as a contractual obligation to impose zoning regulations on the land if Rowlett acquires territorial jurisdiction. Nothing in this LOI shall be deemed to create an obligation on either party to violate any provision of law.

Non-Compete Covenant: The parties covenant that they will not, directly or indirectly, pursue an interest in or to the land (except as set forth in this LOI) for a period of nine (9) months from the date of this LOI. During such time as this LOI is in effect, Rowlett agrees that it will not make, solicit, initiate, encourage or respond to any submission, offer or proposal from or to any person or entity relating to the acquisition or development of the land from Dallas.

Confidentiality: The Parties each recognize that the confidentiality of this LOI and the negotiations leading to the execution of this LOI are of vital importance to each of the Parties. The parties acknowledge that the information contained herein is confidential commercial information and that the premature disclosure thereof will have a material adverse business and financial impact on Developer and Rowlett. Both parties agree and covenant that each will endeavor to maintain the confidentiality of the terms of this LOI and the informal discussions between the parties, except where disclosure may be required by law or court order.

Entire Agreement; Amendments and Waivers: This LOI constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.

Effective and executed as of this 4th day of MARCH, 2014.

CITY OF ROWLETT, TEXAS

By Brian Funderburk
Brian Funderburk, City Manager

Donahue Development Corporation

By Kent Donahue
Kent Donahue, President

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

AMENDED LETTER OF INTENT

This Amended Letter of Intent (this “Amended LOI”) is by and between the City of Rowlett, Texas (City) and Donahue Development Corporation (Developer) and is intended to supplement and amend the Letter of Intent (the “LOI,” attached hereto as Exhibit “A”) between the parties dated March 4, 2014, relating to the parties’ understandings and agreements between the City and Donahue regarding Elgin B. Robertson Park (referred to as “Park land”).

1. This Amended Letter of Intent does not amend, modify or alter in any way any of the provisions of the original LOI between the parties except as specifically provided for herein, and the terms and provisions of the original LOI is reaffirmed.
2. The Section entitled “Dallas Negotiations” is hereby modified to read in its entirety as follows:

Dallas Negotiations. Rowlett has entered into negotiations and has presented a proposal to Dallas to enter into an Interlocal Agreement for Rowlett to acquire title to the Park land and for Rowlett to acquire jurisdiction to the Park land. As part of the negotiations, and as needed to acquire ownership, the Developer will provide the funding to acquire the land at its appraised value. Developer shall provide proof of funds in a manner deemed acceptable to Rowlett to insure the availability of funds needed to acquire title to the Park land. In the event that Developer is unwilling or unable to provide adequate funding or proof of funding on or before the effective date of the Interlocal Agreement, either party may declare this Agreement to be void and of no further effect. The parties will use their best efforts to obtain Dallas’ approval of the transfer and relinquishment of jurisdiction.

3. The Section entitled “Development Regulations” is hereby modified to read in its entirety as follows:

Development Regulations. The parties contemplate that upon the sale of the Park land by Dallas to Rowlett, Rowlett will accomplish a transfer title to the land to Developer either through a development contract with an independent foundation or through the designation of the Park land as a reinvest zone to be developed under a project plan adopted by Rowlett for the zone. It is contemplated by the parties that Dallas will relinquish its territorial jurisdiction over the land and that Rowlett will assume territorial jurisdiction, either through disannexation and annexation or boundary adjustment agreements. Upon acquisition of territorial jurisdiction, it is expected between the parties that Rowlett will impose and adopt its Form Based Code zoning regulations on the Park land. Developer agrees that it shall not submit an application for a permit for the

development of the land or any part thereof until following the final adoption and imposition of Form Based Code zoning regulations on the land.

4. The Section entitled "Non-Compete Covenant" is hereby modified to read in its entirety as follows:

Non-Compete Covenant: The parties covenant and agree that they will not, directly or indirectly, pursue an interest in or to the land (except as set forth in this LOI) during the term of the LOI, including any agreed extensions thereof. During the time that this LOI is in effect, Rowlett agrees that it will not make, solicit, initiate, encourage or respond to any submission, offer or proposal from or to any person or entity relating to the acquisition or development of the land from Dallas.

5. The LOI as amended herein shall be effective for a period of nine (9) months from the last date signed by either party. This Agreement may be executed in single or multiple counterparts, all of which together shall constitute one agreement.

CITY OF ROWLETT, TEXAS

By Brian Funderburk
Brian Funderburk, City Manager

Date: 12-4-14

DONAHUE DEVELOPMENT CORPORATION

By Kent Donahue
Kent Donahue, President

Date: 12-3-2014



Interlocal Agreement Between City of Dallas and City of Rowlett



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 03/17/15

AGENDA ITEM: 8C

TITLE

Consideration and action on ordinances approving boundary adjustment agreements with the City of Dallas to adjust the City limits of Rowlett to include the Elgin B. Robertson property (approximately 257 acres) and authorizing the Mayor to execute said documents pursuant thereto.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager
Jim Grabenhorst, Director of Economic Development
David Berman, City Attorney

SUMMARY

The City of Rowlett and the City of Dallas have had longstanding discussions over the past decade regarding the potential sale of the Elgin B. Robertson property and boundary adjustment into Rowlett's municipal jurisdiction.

This Boundary Adjustment Agreement (see attached Exhibit A) as authorized under Sections 42.023 and 43.031 of the Texas Local Government Code allows for adjacent municipalities to make mutually agreeable changes in the boundaries of each city's territorial limits so that each can plan for the provision of governmental services and functions.

BACKGROUND INFORMATION

The Elgin B. Robertson property consists of approximately 257 acres along Interstate 30 at the Dalrock Road interchange (see aerial map below). The north tract is located in Dallas County and consists of approximately 142 acres and the south tract is located in both Dallas County and Rockwall County and consists of approximately 115 acres.



The property was acquired by the City of Dallas in 1966 as part of the Forney Reservoir development, which is now known as Lake Ray Hubbard and was designated as a “park” upon its purchase. The property is approximately ten miles outside of the main city limits of the City of Dallas.

As mentioned above, both cities have had ongoing discussions over the past decade regarding the potential sale and boundary adjustment of this property. In order for a potential sale to occur, the City of Dallas needed voter approval to “de-park” the property. In November 2010, the City of Dallas placed a ballot proposition for voter approval and that proposition was rejected. In May 2013, the City of Dallas again placed a ballot proposition for voter approval which passed and allowed the two Cities to engage in negotiations in earnest.

On February 5, 2015, the Dallas Parks Board took action to recommend approval of the sale of Elgin B. Robertson to the City of Rowlett. On February 25, 2015, the Dallas City Council took action approving the ILA and execution of an ordinance to provide for the resultant boundary adjustments.

DISCUSSION

This Boundary Adjustment Agreement allows an adjusted and realigned municipal territorial limits such that Rowlett assumes and Dallas relinquishes municipal territorial jurisdiction over the land described in Attachment 1.

Key elements of the Boundary Adjustment requirements:

- Approval of Form Based Code district allocation map and zoning (see Attachment 2)
- Series of Boundary Adjustments to transfer municipal jurisdiction of property to Rowlett
 - Concurrent action by both Dallas and Rowlett
 - Rowlett to authorize March 17, 2015
 - Dallas to authorize March 25, 2015
 - Series of nine (9) Boundary Adjustments to occur in less than 1000' increments
- Boundary Adjustments to occur prior to closing with a reverter provision should closing not occur

Following is the anticipated timeline associated with completing this property transaction and boundary adjustment into Rowlett’s municipal jurisdiction:

<u>ACTION</u>	<u>CITY</u>	<u>COMPLETION DATE</u>
Parks Dept. Recommendation	Dallas	February 5, 2015
City Council Action	Dallas	February 25, 2015
City Council Work Session	Rowlett	March 3, 2015
City Council Action	Rowlett	March 17, 2015
City Council Action – Boundary Adj.	Dallas	March 25, 2015
P&Z Zoning Public Hearing & Recommendation	Rowlett	April 14, 2015
City Council Public Hearing & Zoning Action	Rowlett	April 21, 2015
City Council – TIRZ Creation	Rowlett	April 21, 2015
Property Sale/Closing	Dallas/Rowlett	April 30, 2015

The Elgin B. Robertson property provides a unique opportunity for the Rowlett community. Once developed, this property will become a gateway into Rowlett on the Interstate 30 corridor. With the connectivity to the President George Bush Turnpike, this site will become a regional destination for the DFW metroplex and east Texas. The approval of this ILA is just the first step in a multi-year development process in which the Rowlett community will see this property innovatively master-planned for a mix of uses that will illustrate Rowlett’s “On the Water, On the Move” vision of the community.

Since state law limits mutual boundary adjustment agreements among cities to areas that are less than 1,000 feet in width, both Dallas and Rowlett will be entering into nine separate boundary adjustment agreements, and Rowlett should adopt nine separate coordinated ordinances, to accept separate parts of the entirety of the land, each of which is less than 1,000 in width.

FINANCIAL/BUDGET IMPLICATIONS

Regarding budget implications on the purchase and sale requirements of the ILA, on March 6, 2014, the Rowlett City Council approved a Letter of Intent (“LOI”) with Donahue Development

Corporation as the City's development partner to fund the acquisition of the property and on December 4, 2014, Rowlett City Council approved an Amended LOI with Donahue Development Corporation to extend the term for an additional nine months.

The purchase price of \$31.8 million will be funded by Rowlett's development partner, Donahue Development Corporation and the Rowlett City Council will consider a separate action on a resolution approving a purchase and sale agreement with Donahue Development Corporation for the conveyance of the Elgin B. Robertson property pursuant to a Tax Increment Reinvestment Zone.

Regarding budget implications on the amendment to the ILA and Lease between the City of Dallas and City of Rowlett relating to the Take Line area, additional costs associated with conducting reasonable shoreline trash abatement and first responder services on Lake Ray Hubbard bridges will be offset by the marina license and concession fees received by the marina operations. Currently, the Bayview Marina license and concession fees received by the City of Dallas/Dallas Water Utilities are approximately \$130,000 annually, which represents five percent (5%) of the gross proceeds.

The financial implications of the development itself will be detailed during the economic development agreement with Donahue Development Corporation.

RECOMMENDED ACTION

Move to approve an ordinance for boundary adjustment agreements with the City of Dallas to adjust the City limits of Rowlett to include the Elgin B. Robertson property (approximately 257 acres) and authorizing the Mayor to execute said documents pursuant thereto.

ORDINANCE

AN ORDINANCE RATIFYING AND ADOPTING AN AGREEMENT BETWEEN THE CITIES OF DALLAS AND ROWLETT ADJUSTING THEIR COMMON BOUNDARY LINE; RELEASING A CERTAIN AREA OF LAND TO THE CITY OF ROWLETT; PROVIDING A SERVICE PLAN FOR THE NEWLY ACQUIRED TERRITORY; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the desire of the cities of Dallas and Rowlett to adjust their common city limit boundaries in connection with the sale by the City of Dallas of the property formerly known as Elgin B. Robertson Park to the City of Rowlett; and

WHEREAS, it is the desire of the cities of Dallas and Rowlett to adjust their common city limit boundaries in order to establish clear demarcation lines to allow the efficient delivery of city services to their citizens; and

WHEREAS, Rowlett will share with Dallas a portion of various tax revenues generated on the property in perpetuity; and

WHEREAS, the Cities understand that if the sale of the property formerly known as Elgin B. Robertson Park fails to close, the property subject to this boundary adjustment agreement will be boundary adjusted back into Dallas.

WHEREAS, the cities of Dallas and Rowlett, pursuant to Section 43.031 of the Texas Local Government Code, have entered into an agreement, authorized by city council Resolution ____ on March ____, 2015, adjusting their common boundary line; and

WHEREAS, the city council finds that it is in the public interest for the City of Rowlett to make such an adjustment;

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

Section 1: That the City of Rowlett does hereby ratify and adopt the agreement attached hereto and made a part of this ordinance as Exhibit A, which was entered into by the City of Dallas and the City of Rowlett on March ____, 2015.

Section 2: That the City of Rowlett does hereby receive and include a certain area of land, along with all extraterritorial jurisdiction pertaining thereto, now presently within the city limits of Dallas and described in Attachment No. 1, into the city limits of Rowlett.

Section 3: That the affected corporate limits of the City of Rowlett shall upon final passage of this ordinance be adjusted as set out in Exhibit A.

Section 4: That the service plan attached as Attachment No. 2 is hereby approved and adopted as the service plan for the newly acquired territory described in Exhibit A of this ordinance.

Section 5: That the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph, or section.

Section 6: That the city secretary is hereby directed to publish this ordinance at least one time in the official newspaper of the City of Rowlett.

Section 7: That upon final passage of this ordinance, the city secretary shall transmit a certified copy of this ordinance to the city secretary of the City of Dallas.

Section 8: That this ordinance shall take effect upon ratification and adoption of the attached agreement by the City of Dallas or immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Rowlett, whichever occurs later, and it is accordingly so ordained.

ATTACHMENTS

- Exhibit A – EBR Boundary Adjustment Agreement
- Exhibit B – EBR Boundary Adjustment 1
- Exhibit C – EBR Boundary Adjustment 2
- Exhibit D – EBR Boundary Adjustment 3
- Exhibit E – EBR Boundary Adjustment 4
- Exhibit F – EBR Boundary Adjustment 5
- Exhibit G – EBR Boundary Adjustment 6
- Exhibit H – EBR Boundary Adjustment 7
- Exhibit I – EBR Boundary Adjustment 8
- Exhibit J – EBR Boundary Adjustment 9
- Attachment 1 – EBR Overall Boundary Adjustment
- Attachment 2 – Form Based Code District Allocation Map

EXHIBIT A
BOUNDARY ADJUSTMENT AGREEMENT

THIS BOUNDARY ADJUSTMENT AGREEMENT (“AGREEMENT”) is made and entered into by and between the City of Dallas, Texas, hereinafter referred to as Dallas, and the City of Rowlett, Texas, hereinafter referred to as Rowlett, collectively referred to as Cities.

WHEREAS, a portion of Dallas’s boundary is contiguous with the southern boundary of Rowlett; and

WHEREAS, this existing boundary does not presently allow the efficient development and delivery of city services to the area; and

WHEREAS, the Cities desire to modify their mutual boundary so as to allow more efficient development and delivery of city services to the area; and

WHEREAS, representatives of Dallas and Rowlett have met and agreed on an Interlocal Agreement that provides, among other things, a mutually acceptable boundary which is in the best interest of the citizens of each city; and

WHEREAS, Rowlett will share with Dallas a portion of various tax revenues generated on the property in perpetuity; and

WHEREAS, the Cities understand that if the sale of the property formerly known as Elgin B. Robertson Park fails to close, the property subject to this AGREEMENT will be boundary adjusted back into Dallas.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Dallas and Rowlett agree as follows:

SECTION I.

Statement of Intent

It is the intent of Dallas and Rowlett to modify their respective boundaries in the following manner:

Adjust 3.7 acres of land in the City of Dallas located north of Cooke Drive and east of Fuqua Road, and more particularly described in Attachment No. 1 (the “Property”), attached hereto and made a part of this AGREEMENT, into the territorial limits of Rowlett.

SECTION II.

Release of Territory

Dallas agrees to release the Property described in Attachment No. 1 to the territorial limits of Rowlett.

SECTION III.

Waiver of Extraterritorial Jurisdiction

Dallas does hereby waive all of its extraterritorial jurisdiction rights existing by reason of the Property in favor of Rowlett. It is expressly agreed and understood that this waiver shall operate only in favor of Rowlett, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights that Dallas may be able to assert against any other municipality.

SECTION IV.

Tax Revenue Sharing

In accordance with that certain Interlocal Agreement (“ILA”) between the Cities effective as of the _____ day of _____, by the CITY OF DALLAS, signing by and through its City Manager, duly authorized to execute same by Resolution No. 15-_____ adopted by the Dallas City Council on February 25, 2015, and by City of Rowlett, signing by and through its Mayor, duly authorized to execute same by Resolution No. _____ adopted by Rowlett City council on _____ and made a part of this AGREEMENT, Rowlett will share with Dallas 25 percent of the tax revenues generated from the area boundary adjusted to Rowlett from Dallas as agreed in the ILA. Rowlett agrees to authorize the payment of the revenues to Dallas in perpetuity, in accordance with and subject to the ILA.

SECTION V.

Transfer of Jurisdiction

The Cities agree that this boundary adjustment is occurring because of the proposed sale of the area previously known as Elgin B. Robertson Park (“EBR”) in accordance with the ILA. If the sale of EBR does not close in accordance with the ILA, the Cities agree to the following:

(a) Rowlett agrees to release the Property and waive the accompanying extraterritorial jurisdiction to Dallas.

(b) Dallas agrees to accept the Property, and the accompanying extraterritorial jurisdiction.

(c) If the sale of EBR fails to close within thirty days after the closing date set forth in the ILA, the Cities agree to schedule on their agendas of their governing bodies a resolution authorizing the city managers or mayor to execute revised boundary adjustment agreements and

coordinating ordinances to finalize the boundary adjustments of the property from Rowlett and into Dallas.

SECTION VI.

Service Plan

Upon ratification and adoption of this AGREEMENT, Rowlett does hereby agree to immediately begin implementation into the affected area of the service plan attached to and made a part of this agreement as Attachment No. 2.

SECTION VII.

Effective Date

Dallas and Rowlett agree that this AGREEMENT shall take effect only upon ratification and adoption by the governing bodies of each city.

SIGNED this the 17th day of March, 2015.

CITY OF ROWLETT, TEXAS

CITY OF DALLAS, TEXAS
A.C. GONZALEZ, City Manager

Todd W. Gottel, Mayor

By _____
Assistant City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:
WARREN M.S. ERNST, City Attorney

David M. Berman, City Attorney

By _____
Assistant City Attorney

ATTEST:

ATTEST:

Laura Hallmark, City Secretary

Rosa Rios, City Secretary

ATTACHMENT NO. 2
SERVICE PLAN

The following is a Service Plan for the property described in Attachment No. 1 attached to the AGREEMENT and also identified on the attached map.

As the result of a series of negotiations, the cities of Dallas and Rowlett agreed to a boundary adjustment covering the property described in the AGREEMENT.

Schedule of Municipal Services

- A. Police Protection
Police enforcement and protection services are to be provided by the extension of patrol into the boundary adjusted area and by response from the Rowlett Police Department to individual requests beginning on the effective date of the boundary adjustment ordinance.

- B. Fire Protection (including emergency ambulance)
Fire protection personnel and equipment, and emergency medical personnel and equipment shall be provided to the boundary adjusted area upon request beginning on the effective date of the boundary adjustment ordinance.

- C. Solid Waste Collection
Solid waste collection service is to be provided to the boundary adjusted area in accordance with City of Rowlett ordinances, resolutions, and regulations beginning on the effective date of the boundary adjustment ordinance.

- D. Water Service
 - 1. Water service is to be provided to the boundary adjusted area in accordance with City of Rowlett ordinances, resolutions, and regulations beginning on the effective date of the boundary adjustment ordinance.

 - 2. Water mains are to be extended to serve individual owners in the boundary adjusted area in accordance with City of Rowlett ordinances, resolutions, and regulations.

 - 3. As development and construction of subdivisions commence within the boundary adjusted area, water mains are to be extended with City participation in the costs of these extensions in accordance with City of Rowlett ordinances, resolutions, and regulations.

- E. Sanitary Sewer Service

1. Wastewater service is to be provided to the boundary adjusted area in accordance with City of Rowlett ordinances, resolutions, and regulations beginning on the effective date of the boundary adjustment ordinance.

2. Sanitary sewer mains are to be extended to serve individual owners in the boundary adjusted area in accordance with City of Rowlett ordinances, resolutions, and regulations.

3. As development and construction of subdivisions commence within the boundary adjusted area, sanitary sewer mains are to be extended with City participation in the costs of these extensions in accordance with City of Rowlett ordinances, resolutions, and regulations.

F. Maintenance of Roads and Streets

1. Street maintenance and other street services are to be provided to the boundary adjusted area in accordance with City of Dallas ordinances, resolutions, and regulations beginning on the effective date of the boundary adjustment ordinance.

2. As streets are constructed in undeveloped portions of the boundary adjusted areas, the City is to participate in the cost of construction, acceptance upon completion, maintenance, and other services in accordance with City of Rowlett ordinances, resolutions, and regulations.

G. Parks and Recreation

All of the City of Rowlett parks and recreation facilities are to be available for use by residents of the boundary adjusted area beginning on the effective date of the boundary adjustment ordinance.

H. Library Service

All of the City of Rowlett library facilities are to be available for use by residents of the boundary adjusted area beginning on the effective date of the boundary adjustment ordinance.

I. Street Lighting

The City of Rowlett is to provide for the placement of street lights in accordance with practices in all other areas of the city.

J. Traffic Engineering

Necessary traffic studies are to be performed to determine the need for installation of street identification signs and proper traffic control devices within the boundary adjusted area in accordance with City of Rowlett ordinances, resolutions, and regulations.

K. Planning and Zoning.

The planning and zoning jurisdiction, including the subdivision platting process, of the City of Rowlett extend to the boundary adjusted area.

L. Storm Drainage (including flood plain regulations)

Studies are to be conducted to ascertain the limits of the 100-year floodplain in order to place the zoning flood plain prefix on any appropriate areas.

M. Capital Improvements

Rowlett will initiate the acquisition or construction of capital improvements necessary for providing services adequate to serve the boundary adjusted as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. Any necessary capital improvements will be provided no later than 4 1/2 years after the effective date of the boundary adjustment ordinance.

N. Miscellaneous

General municipal administrative and code enforcement services of the City of Rowlett will be provided to residents of the boundary adjusted, area beginning on the effective date of the boundary adjustment ordinance.

Prepared this _____th day of March, 2015.

LEGAL DESCRIPTION

BEING an approximate 3.7 acre tract of land situated in the Charles D. Merrill Survey, Abstract No. 957, City of Dallas, Dallas County, Texas; and being part of a tract known as "Elgin B. Robertson Park" and described in deeds to the City of Dallas recorded in Volume 478, Page 1123 of the Deed Records of Dallas County, Texas; and being and being more particularly described as follows:

COMMENCING at the intersection of the west right-of-way line of Dalrock Road (a variable width right-of-way) and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way) and being in the city limit line between the City of Dallas and City of Rowlett described in City of Dallas Ordinance No. 14886;

THENCE with said west right-of-way line of Dalrock Road and said city limit line, North 0°26'16" West, a distance of 733.83 feet to the intersection of said west right-of-way line of Dalrock Road and the south line of a tract of land described as "Tract 2" in Warranty Deed to Missouri Kansas-Texas Railroad Company recorded in Volume 72212, Page 515 of said Deed Records; said point also being the beginning of a non-tangent curve to the right having a central angle of 37°26'49", a radius of 4633.66 feet, a chord bearing and distance of North 64°11'01" West, 2974.81 feet;

THENCE in a northwesterly direction, departing said west right-of-way line of Dalrock Road, with said city limit line, said south line of the Missouri Kansas-Texas Railroad Company tract and said curve to the right, an arc distance of 3028.42 feet to the southeast corner of Lakecrest Estates, an addition to the City of Rowlett according to the plat recorded in 84138, Page 1906 of said Deed Records;

THENCE with the south line of said Lakecrest Estates and said city limit line, South 88°40'50" West, a distance of 1777.57 feet to the **POINT OF BEGINNING**;

THENCE departing the south line of said Lakecrest Estates and said city limit line, South 59°50'44" West, a distance of 866.21 feet to a point for corner in the east right-of-way line of Fuqua Road (a variable width right-of-way) and in said city limit line; said point also being the beginning of a non-tangent curve to the right having a central angle of 9°00'18", a radius of 500.00 feet, a chord bearing and distance of North 7°22'45" West, 78.50 feet;

THENCE in a northwesterly direction, with said city limit line, the east right-of-way line of Fuqua Road and with said curve to the right, an arc distance of 78.58 feet to a point at the end of said curve;

THENCE continuing with the east right-of-way line of Fuqua Road and said city limit line, North 2°34'23" West, a distance of 339.78 feet to the southwest corner of Block A, Lakecrest Estates, an addition to the City of Rowlett according to the plat recorded in 84138, Page 1906 of said Deed Records;

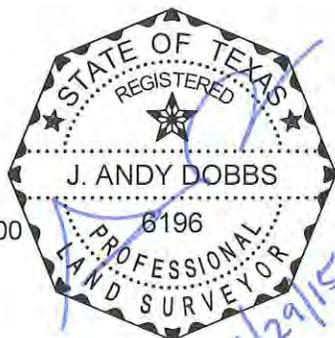
THENCE departing said east right-of-way line of Fuqua Road, with the south line of said Lakecrest Estates Addition and said city limit line, North 88°40'50" East, a distance of 774.53 feet to the **POINT OF BEGINNING** and containing 3.7 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

The above described 435.5' contour elevation is based on North American Vertical Datum of 1988 (NAVD88) elevations.

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 REGISTERED PROFESSIONAL
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 andy.dobbs@kimley-horn.com



3.7 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS COUNTY, TEXAS

		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAD	DAB	JAN. 2015	064478300	1 OF 2		

LEGAL DESCRIPTION

BEING an approximate 36.5 acre tract of land situated in the Charles D. Merrill Survey, Abstract No. 957, City of Dallas, Dallas County, Texas; and being part of a tract known as "Elgin B. Robertson Park" and described in deeds to the City of Dallas recorded in Volume 2, Page 1736 (Tracts A & B), Volume 473, Page 648, Volume 478, Page 1123, Volume 481, Page 587, Volume 555, Page 205, Volume 815, Page 817, Volume 69117, Page 1954 and Volume 70185, Page 1219 of the Deed Records of Dallas County, Texas and Volume 73, Page 176 of the Deed Records of Rockwall County, Texas; and being and being more particularly described as follows:

COMMENCING at the intersection of the west right-of-way line of Dalrock Road (a variable width right-of-way) and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way) and being in the city limit line between the City of Dallas and City of Rowlett described in City of Dallas Ordinance No. 14886;

THENCE with said west right-of-way line of Dalrock Road and said city limit line, North 0°26'16" West, a distance of 733.83 feet to the intersection of said west right-of-way line of Dalrock Road and the south line of a tract of land described as "Tract 2" in Warranty Deed to Missouri Kansas-Texas Railroad Company recorded in Volume 72212, Page 515 of said Deed Records; said point also being the beginning of a non-tangent curve to the right having a central angle of 35°44'18", a radius of 4633.66 feet, a chord bearing and distance of North 65°02'16" West, 2843.63 feet;

THENCE in a northwesterly direction, departing said west right-of-way line of Dalrock Road, with said city limit line, said south line of the Missouri Kansas-Texas Railroad Company tract and said curve to the right, an arc distance of 2890.26 feet to the **POINT OF BEGINNING**;

THENCE departing said south line of the Missouri Kansas-Texas Railroad Company tract and said city limit line, South 59°50'44" West, a distance of 1789.50 feet to a point for corner in the 435.5 foot contour line as defined by a survey performed in September, 2014;

THENCE in a northwesterly direction, with said 435.5 foot contour line, approximately 1111 feet to a point for corner;

THENCE departing said 435.5 foot contour line, North 0°00'00" East, a distance of 159.01 feet to the southeast corner of the terminus of Fuqua Road (a variable width right-of-way) and being beginning of a non-tangent curve to the right having a central angle of 19°25'04", a radius of 500.00 feet, a chord bearing and distance of North 21°35'26" West, 168.64 feet;

THENCE in a northwesterly direction, with the east right-of-way line of Fuqua Road and with said curve to the right, an arc distance of 169.45 feet to a point at the end of said curve;

THENCE departing said east right-of-way line of Fuqua Road, North 59°50'44" East, a distance of 866.21 feet to a point for corner in the south line of Lakecrest Estates, an addition to the City of Rowlett according to the plat recorded in 84138, Page 1906 of said Deed Records and said city limit line;

THENCE with said south line of Lakecrest Estates and said city limit line, North 88°40'50" East, a distance of 1777.57 feet to the southeast corner of said Lakecrest Estates Addition and in said south line of the Missouri Kansas-Texas Railroad Company tract; said point also being the beginning of a non-tangent curve to the left having a central angle of 1°42'30", a radius of 4633.66 feet, a chord bearing and distance of South 46°18'52" East, 138.16 feet;

THENCE in a southeasterly direction, with said city limit line, said south line of the Missouri Kansas-Texas Railroad Company tract and said curve to the left, an arc distance of 138.16 feet to the **POINT OF BEGINNING** and containing 36.5 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

The above described 435.5' contour elevation is based on North American Vertical Datum of 1988 (NAVD88) elevations.

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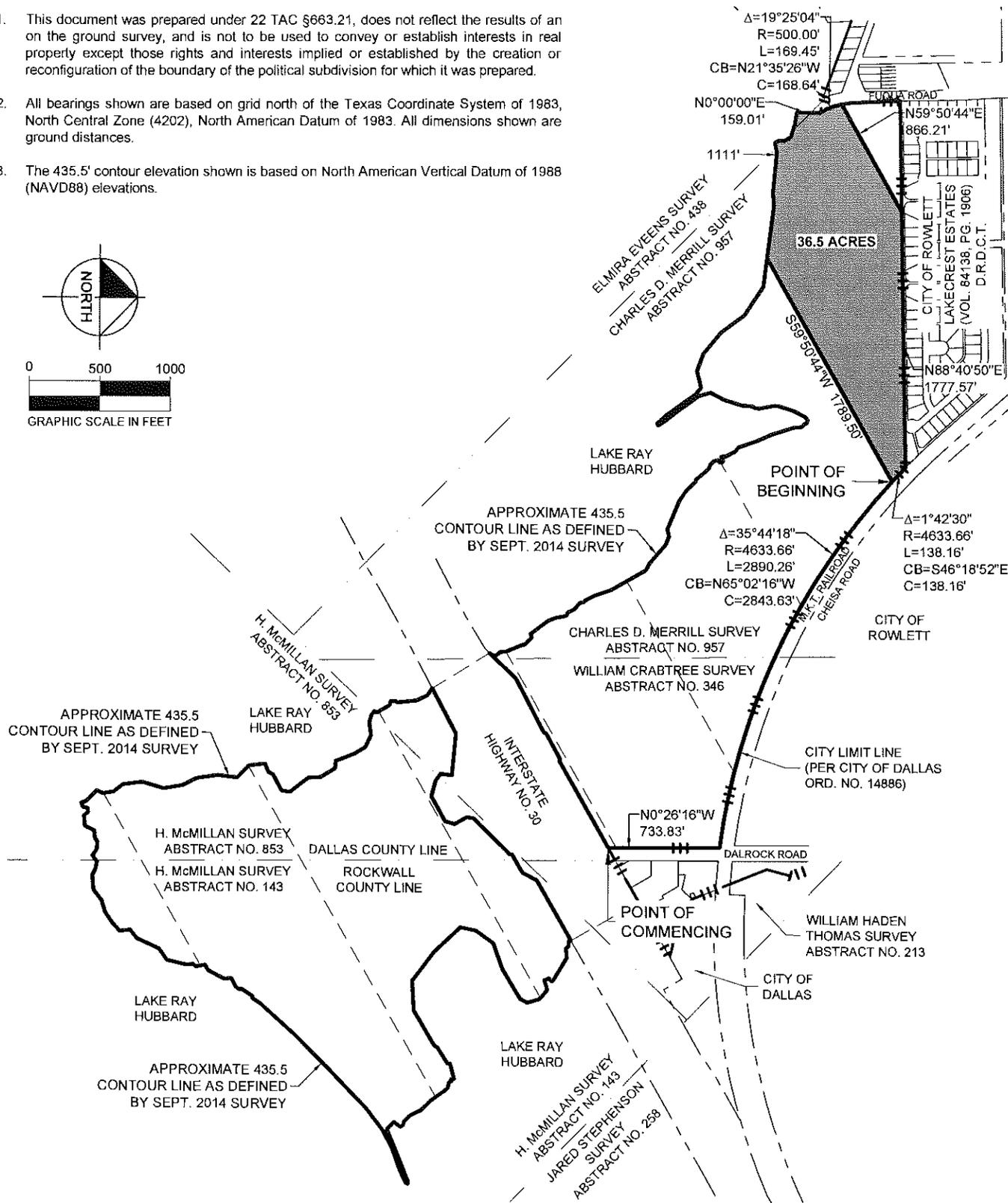
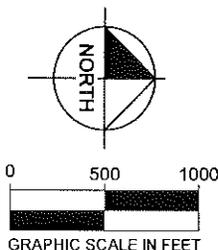


36.5 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS COUNTY, TEXAS

		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAD	DAB	JAN. 2015	064478300	1 OF 2		

NOTES

1. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.
3. The 435.5' contour elevation shown is based on North American Vertical Datum of 1988 (NAVD88) elevations.



36.5 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS COUNTY, TEXAS

Kimley»Horn
 12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 1000'	JAD	DAB	JAN. 2015	064478300	2 OF 2

LEGAL DESCRIPTION

BEING an approximate 33.6 acre tract of land situated in the Charles D. Merrill Survey, Abstract No. 957, City of Dallas, Dallas County, Texas; and being part of a tract known as "Elgin B. Robertson Park" and described in deeds to the City of Dallas recorded in Volume 2, Page 1736 (Tract B), Volume 473, Page 648 and Volume 478, Page 1123 (Tract 4) of the Deed Records of Dallas County, Texas; and being and being more particularly described as follows:

COMMENCING at the intersection of the west right-of-way line of Dalrock Road (a variable width right-of-way) and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way) and being in the city limit line between the City of Dallas and City of Rowlett described in City of Dallas Ordinance No. 14886;

THENCE with said west right-of-way line of Dalrock Road and said city limit line, North 0°26'16" West, a distance of 733.83 feet to the intersection of said west right-of-way line of Dalrock Road and the south line of a tract of land described as "Tract 2" in Warranty Deed to Missouri Kansas-Texas Railroad Company recorded in Volume 72212, Page 515 of said Deed Records; said point also being the beginning of a non-tangent curve to the right having a central angle of 22°20'15", a radius of 4633.66 feet, a chord bearing and distance of North 71°44'18" West, 1795.06 feet;

THENCE in a northwesterly direction, departing said west right-of-way line of Dalrock Road, with said city limit line, said south line of the Missouri Kansas-Texas Railroad Company tract and said curve to the right, an arc distance of 1806.48 feet to the **POINT OF BEGINNING**;

THENCE departing said south line of the Missouri Kansas-Texas Railroad Company tract and city limit line, South 59°50'44" West, a distance of 1152.89 feet to a point for corner in the 435.5 foot contour line as defined by a survey performed in September, 2014;

THENCE in a northeasterly and northwesterly direction, with said 435.5 foot contour line, approximately 1661 feet to a point for corner;

THENCE departing said 435.5 foot contour line, South 59°50'44" West, a distance of 23.62 feet to a point for corner in said 435.5 foot contour line;

THENCE in a northerly direction, with said 435.5 foot contour line, approximately 1228 feet to a point for corner;

THENCE departing said 435.5 foot contour line, North 59°50'44" East, a distance of 1789.50 feet to a point for corner in said south line of the Missouri Kansas-Texas Railroad Company tract and said city limit line; said point also being the beginning of a non-tangent curve to the left having a central angle of 13°24'04", a radius of 4633.66 feet, a chord bearing and distance of South 53°52'09" East, 1081.31 feet;

THENCE in a southeasterly direction, with said south line of the Missouri Kansas-Texas Railroad Company tract, said city limit line and said curve to the left, an arc distance of 1083.78 feet to the **POINT OF BEGINNING** and containing 33.6 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

The above described 435.5' contour elevation is based on North American Vertical Datum of 1988 (NAVD88) elevations.

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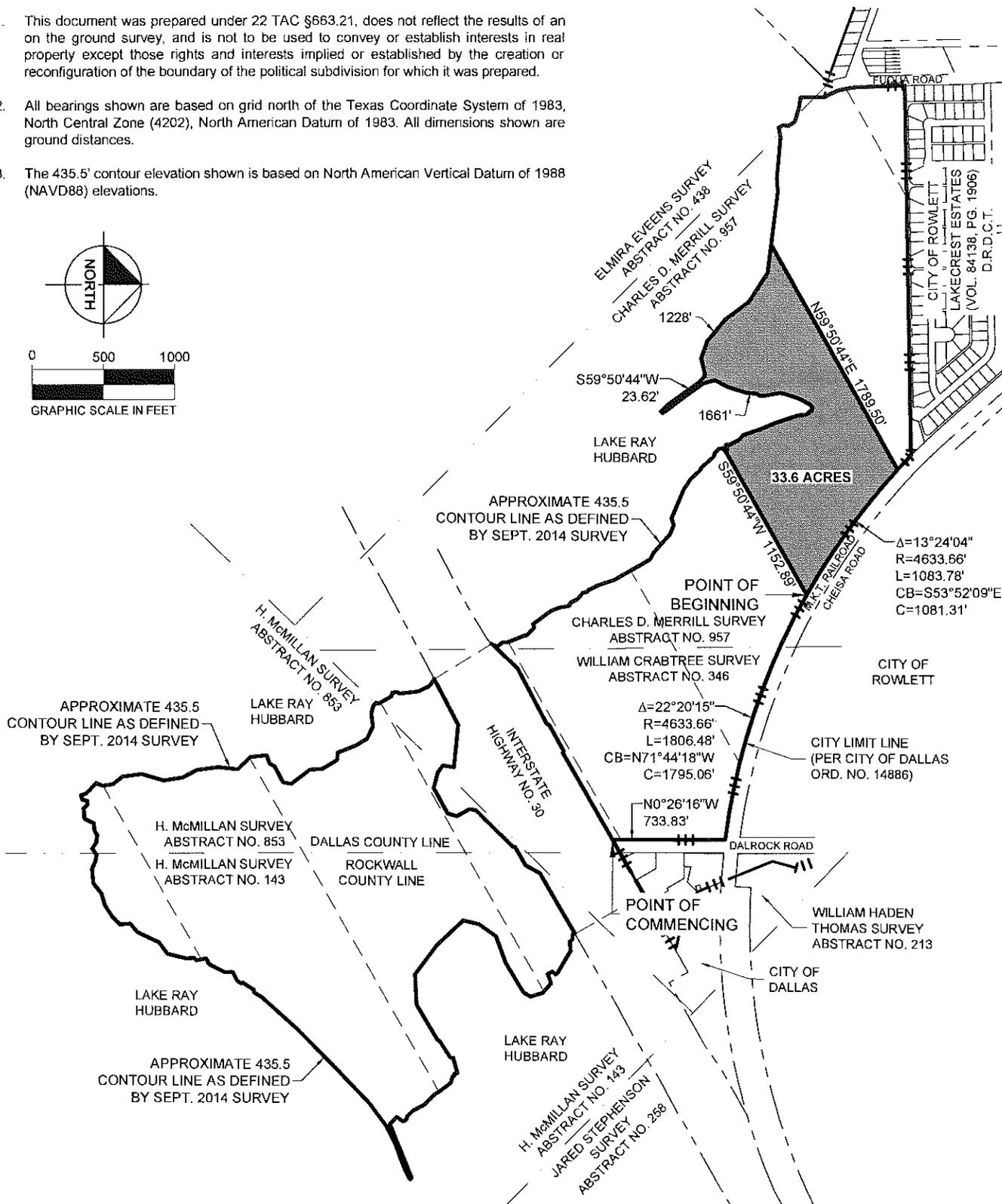
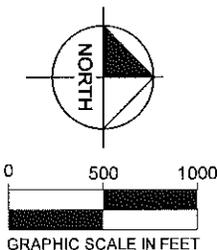


33.6 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS COUNTY, TEXAS

Kimley»»Horn					
12750 Merit Drive, Suite 1000 Dallas, Texas 75251			FIRM # 10115500		
Tel. No. (972) 770-1300			Fax No. (972) 239-3820		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAD	DAB	JAN. 2015	064478300	1 OF 2

NOTES

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2. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.
3. The 435.5' contour elevation shown is based on North American Vertical Datum of 1988 (NAVD88) elevations.



33.6 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000
 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 776-1300
 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 1000'	JAD	DAB	JAN. 2015	064478300	2 OF 2

LEGAL DESCRIPTION
TRACT 1

BEING an approximate 29.9 acre tract of land situated in the William Crabtree Survey, Abstract No. 346 and the Charles D. Merrill Survey, Abstract No. 957, City of Dallas, Dallas County, Texas; and being part of a tract known as "Elgin B. Robertson Park" and described in deeds to the City of Dallas recorded in Volume 2, Page 1736 (Tract B), Volume 473, Page 648, Vol. 478, Page 1123 (Tract 2) and Volume 593, Page 449 of the Deed Records of Dallas County, Texas; and being and being more particularly described as follows:

COMMENCING at the intersection of the west right-of-way line of Dalrock Road (a variable width right-of-way) and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way) and being in the city limit line between the City of Dallas and City of Rowlett described in City of Dallas Ordinance No. 14886;

THENCE with said west right-of-way line of Dalrock Road and said city limit line, North 0°26'16" West, a distance of 733.83 feet to the intersection of said west right-of-way line of Dalrock Road and the south line of a tract of land described as "Tract 2" in Warranty Deed to Missouri Kansas-Texas Railroad Company recorded in Volume 72212, Page 515 of said Deed Records; said point also being the beginning of a non-tangent curve to the right having a central angle of 6°42'18", a radius of 4633.66 feet, a chord bearing and distance of North 79°33'16" West, 541.94 feet;

THENCE in a northwesterly direction, departing said west right-of-way line of Dalrock Road, with said city limit line, said south line of the Missouri Kansas-Texas Railroad Company tract and said curve to the right, an arc distance of 542.25 feet to a point for corner;

THENCE departing said south line of the Missouri Kansas-Texas Railroad Company tract, South 59°50'44" West, a distance of 1540.96 feet to a point for corner in the 435.5 foot contour line as defined by a survey performed in September, 2014;

THENCE in a northerly direction, with said 435.5 foot contour line, approximately 1150 feet to a point for corner;

THENCE departing said 435.5 foot contour line, North 59°50'44" East, a distance of 1152.89 feet to a point for corner in said south line of the Missouri Kansas-Texas Railroad Company tract and said city limit line; said point also being the beginning of a non-tangent curve to the left having a central angle of 15°37'57", a radius of 4633.66 feet, a chord bearing and distance of South 68°23'09" East, 1260.32 feet;

THENCE in a southeasterly direction, with said south line of the Missouri Kansas-Texas Railroad Company tract, said city limit line and said curve to the left, an arc distance of 1264.24 feet to the **POINT OF BEGINNING** and containing 29.9 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

The above described 435.5' contour elevation is based on North American Vertical Datum of 1988 (NAVD88) elevations.

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29.9 ACRES & 0.1 ACRES
BOUNDARY LINE ADJUSTMENT
CITY OF DALLAS
DALLAS COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAD	DAB	JAN. 2015	064478300	1 OF 3

**LEGAL DESCRIPTION
TRACT 2**

BEING an approximate 0.1 acre tract of land situated in the Charles D. Merrill Survey, Abstract No. 957, City of Dallas, Dallas County, Texas; and being part of a tract known as "Elgin B. Robertson Park" and described in deed to the City of Dallas recorded in Volume 2, Page 1736 of the Deed Records of Dallas County, Texas; and being and being more particularly described as follows:

COMMENCING at the intersection of the west right-of-way line of Dalrock Road (a variable width right-of-way) and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way) and being in the city limit line between the City of Dallas and City of Rowlett described in City of Dallas Ordinance No. 14886;

THENCE with said west right-of-way line of Dalrock Road and said city limit line, North 0°26'16" West, a distance of 733.83 feet to the intersection of said west right-of-way line of Dalrock Road and the south line of a tract of land described as "Tract 2" in Warranty Deed to Missouri Kansas-Texas Railroad Company recorded in Volume 72212, Page 515 of said Deed Records; said point also being the beginning of a non-tangent curve to the right having a central angle of 22°16'21", a radius of 4633.66 feet, a chord bearing and distance of North 71°44'18" West, 1795.06 feet;

THENCE in a northwesterly direction, departing said west right-of-way line of Dalrock Road, with said city limit line, said south line of the Missouri Kansas-Texas Railroad Company tract and said curve to the right, an arc distance of 1806.42 feet to a point for corner;

THENCE departing said south line of the Missouri Kansas-Texas Railroad Company tract and said city limit line, South 59°50'44" West, a distance of 1622.47 feet to the **POINT OF BEGINNING**; said point being in the 435.5 foot contour line as defined by a survey performed in September, 2014;

THENCE in a southerly direction, with said 435.5 foot contour line, approximately 532 feet to a point for corner;

THENCE departing said 435.5 foot contour line, North 59°50'44" East, a distance of 23.62 feet to the **POINT OF BEGINNING** and containing 0.1 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

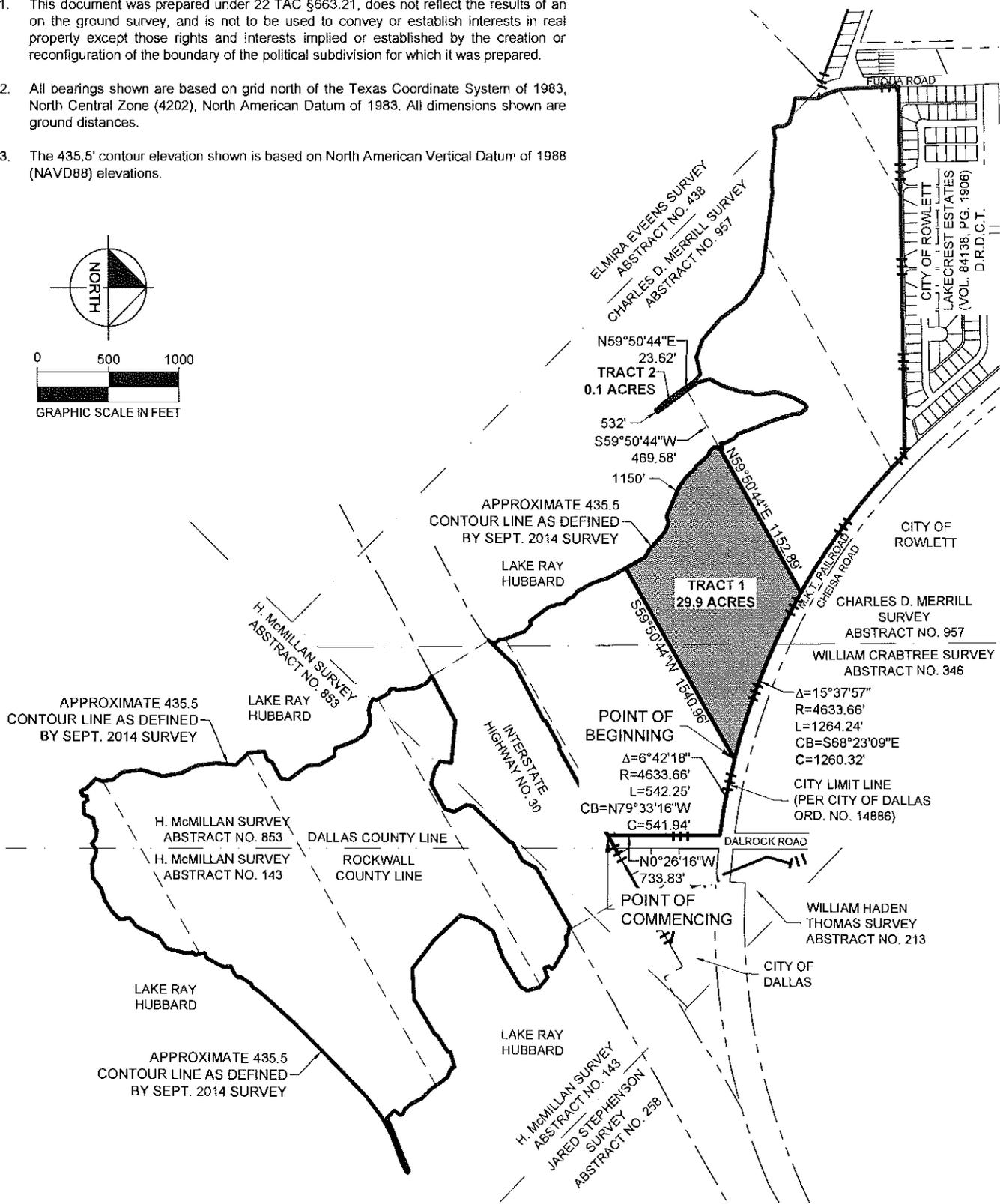
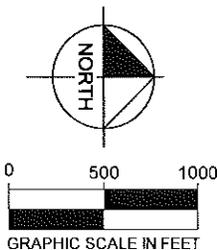
The above described 435.5' contour elevation is based on North American Vertical Datum of 1988 (NAVD88) elevations.

29.9 ACRES & 0.1 ACRES
BOUNDARY LINE ADJUSTMENT
CITY OF DALLAS
DALLAS COUNTY, TEXAS

		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale N/A	Drawn by JAD	Checked by DAB	Date JAN. 2015	Project No. 064478300	Sheet No. 2 OF 3

NOTES

1. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.
3. The 435.5' contour elevation shown is based on North American Vertical Datum of 1988 (NAVD88) elevations.



29.9 ACRES & 0.1 ACRES
BOUNDARY LINE ADJUSTMENT
CITY OF DALLAS
DALLAS COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 1000'	JAD	DAB	JAN. 2015	064478300	3 OF 3

LEGAL DESCRIPTION

BEING an approximate 40.2 acre tract of land situated in the William Crabtree Survey, Abstract No. 346 and the Charles D. Merrill Survey, Abstract No. 957, City of Dallas, Dallas County, Texas; and being part of a tract known as "Elgin B. Robertson Park" and described in deeds to the City of Dallas recorded in Volume 2, Page 1736, Volume 473, Page 648, Volume 478, Page 1123 (Tracts 2 & 3) and Volume 593, Page 449 of the Deed Records of Dallas County, Texas; and being and being more particularly described as follows:

COMMENCING at the intersection of the west right-of-way line of Dalrock Road (a variable width right-of-way) and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way) and being in the city limit line between the City of Dallas and City of Rowlett described in City of Dallas Ordinance No. 14886;

THENCE with said west right-of-way line of Dalrock Road and said city limit line, North 0°26'16" West, a distance of 57.57 feet to the **POINT OF BEGINNING**;

THENCE departing said west right-of-way line of Dalrock Road and said city limit line, South 59°50'44" West, a distance of 1583.92 feet to a point for corner in the 435.5 foot contour line as defined by a survey performed in September, 2014;

THENCE in a northerly direction, with said 435.5 foot contour line, approximately 1037 feet to a point for corner;

THENCE departing said 435.5 foot contour line, North 59°50'44" East, a distance of 1540.96 feet to a point for corner in the south line of a tract of land described as "Tract 2" in Warranty Deed to Missouri Kansas-Texas Railroad Company recorded in Volume 72212, Page 515 of said Deed Records and in said city limit line; said point also being the beginning of a non-tangent curve to the left having a central angle of 6°42'18", a radius of 4633.66 feet, a chord bearing and distance of South 79°33'16" East, 541.94 feet;

THENCE in a southeasterly direction, with said south line of the Missouri Kansas-Texas Railroad Company tract, said city limit line and said curve to the left, an arc distance of 542.25 feet to the intersection of said south line of the Missouri Kansas-Texas Railroad Company tract and said west right-of-way line of Dalrock Road (a variable width right-of-way);

THENCE departing said south line of the Missouri Kansas-Texas Railroad Company tract, with said city limit line and said west right-of-way line of Dalrock Road, South 0°26'16" East, a distance of 733.83 feet to the **POINT OF BEGINNING** and containing 40.2 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

The above described 435.5' contour elevation is based on North American Vertical Datum of 1988 (NAVD88) elevations.

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 andy.dobbs@kimley-horn.com



40.2 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS COUNTY, TEXAS

Kimley»»Horn

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAD	DAB	JAN. 2015	064478300	1 OF 2

LEGAL DESCRIPTION

BEING an approximate 45.9 acre tract of land situated in the H. McMillan Survey, Abstract No. 143 and the William Haden Thomas Survey, Abstract No. 213, City of Dallas, Rockwall County, Texas and in the H. McMillan Survey, Abstract No. 853, William Crabtree Survey, Abstract No. 346 and the Charles D. Merrill Survey, Abstract No. 957, City of Dallas, Dallas County, Texas; and being part of a tract known as "Elgin B. Robertson Park" and described in deeds to the City of Dallas recorded in Volume 2, Page 1736 (Tracts B & C), Volume 2, Page 1768 (Tract 2), Volume 478, Page 1123 (Tracts 1 & 2), Volume 593, Page 449, Volume 830, Page 897 and Volume 68071, Page 1125 of the Deed Records of Dallas County, Texas and Volume 76, Page 192 of the Deed Records of Rockwall County, Texas; and being part of Interstate Highway No. 30 right-of-way described in Deeds to the State of Texas recorded in Volume 2874, Page 538, Volume 2874, Page 541, Volume 2874, Page 544, Volume 3354, Page 126, Volume 5120, Page 74 and Volume 70207, Page 1082 of the Deed Records of Dallas County, Texas and Volume 43, Page 501, Volume 50, Page 97 and Volume 69, Page 422 of the Deed Records of Rockwall County, Texas; and being part of possible county right-of-way formally known as Dalrock Road; and being and being more particularly described as follows:

BEGINNING at the intersection of the west right-of-way line of Dalrock Road (a variable width right-of-way) and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way) and being in the city limit line between the City of Dallas and City of Rowlett described in City of Dallas Ordinance No. 14886;

THENCE with said north right-of-way line of Interstate Highway No. 30 and said city limit line, North 59°58'26" East, a distance of 152.37 feet to the intersection of said north right-of-way line of Interstate Highway No. 30 and the east right-of-way line of Dalrock Road;

THENCE with said north right-of-way line of Interstate Highway No. 30 and said city limit line, North 59°51'04" East, a distance of 284.84 feet to a point for corner;

THENCE departing said north right-of-way line of Interstate Highway No. 30 and said city limit line, South 30°07'42" East, a distance of 552.62 feet to a point for corner at the intersection of the south right-of-way line of Interstate Highway No. 30 and the 435.5 foot contour line as defined by a survey performed in September, 2014;

THENCE with said south right-of-way line of Interstate Highway No. 30, South 59°38'48" West, a distance of 59.74 feet to a point for corner;

THENCE departing said south right-of-way line of Interstate Highway No. 30, South 30°21'12" East, a distance of 267.13 feet to a point for corner;

THENCE North 59°38'48" East, a distance of 210.39 feet to a point for corner in said 435.5 foot contour line;

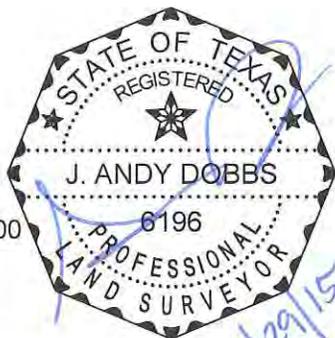
THENCE in a southerly direction, with said 435.5 foot contour line, approximately 181 feet to a point for corner;

THENCE departing said 435.5 foot contour line, South 59°50'44" West, a distance of 2315.18 feet to a point for corner in said 435.5 foot contour line;

THENCE in a northerly direction, with said 435.5 foot contour line, approximately 448 feet to a point for corner at the intersection of said south right-of-way line of Interstate Highway No. 30 and said 435.5 foot contour line;

CONTINUED ON SHEET 2

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45.9 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS & ROCKWALL COUNTY, TEXAS

		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale N/A	Drawn by JAD	Checked by DAB	Date JAN. 2015	Project No. 064478300	Sheet No. 1 OF 3

LEGAL DESCRIPTION

THENCE departing said 435.5 foot contour line, North 31°40'26" West, a distance of 474.80 feet to a point for corner at the intersection of said north right-of-way line of Interstate Highway No. 30 and said 435.5 foot contour line;

THENCE in a northerly direction, with said 435.5 foot contour line, approximately 117 feet to a point for corner;

THENCE departing said 435.5 foot contour line, North 59°50'44" East, a distance of 1583.92 feet to a point for corner in said west right-of-way line of Dalrock Road and said city limit line;

THENCE with said west right-of-way line of Dalrock Road and said city limit line, South 0°26'16" East, a distance of 57.57 feet to the **POINT OF BEGINNING** and containing approximately 45.9 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

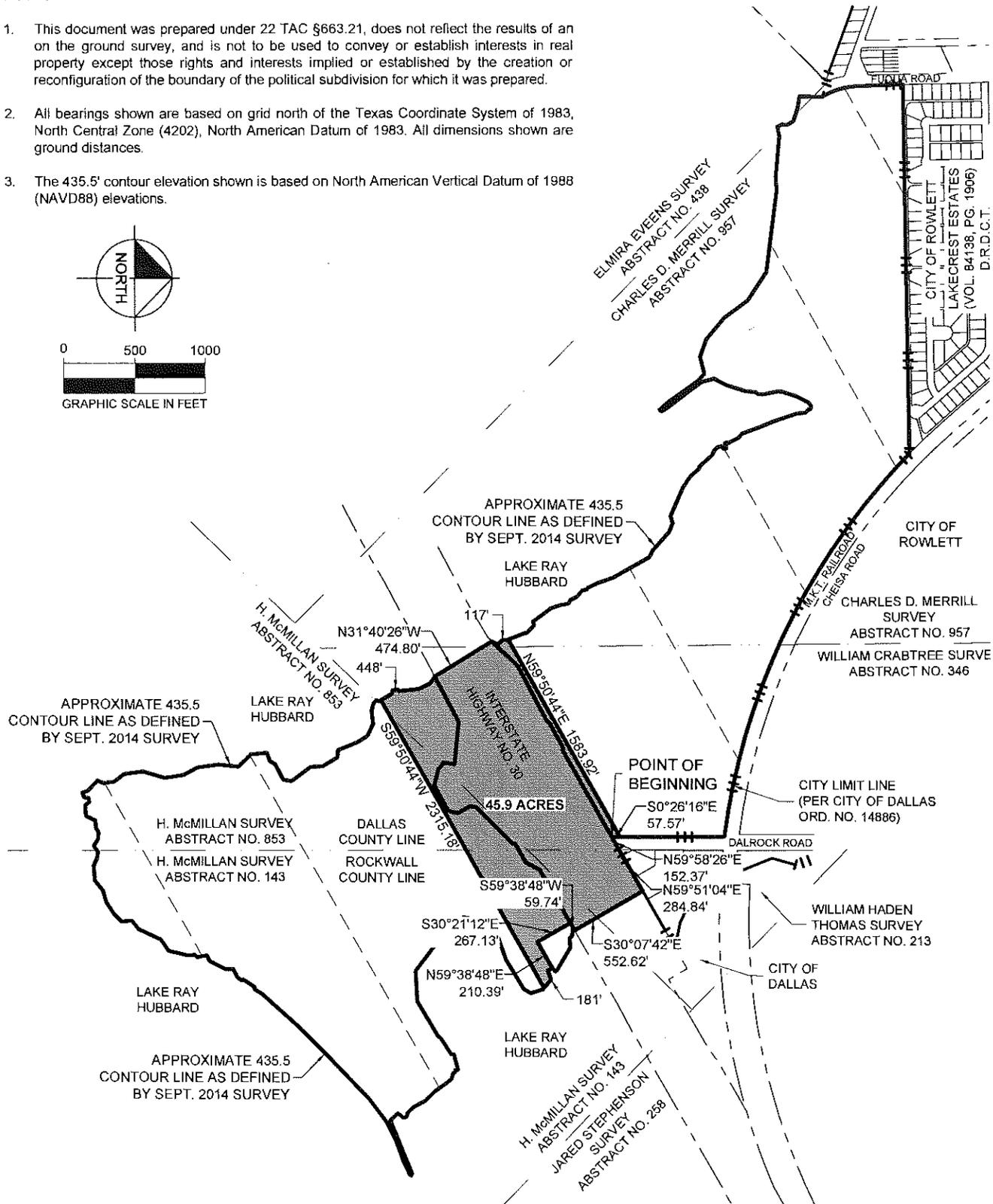
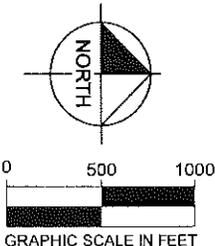
The above described 435.5' contour elevation is based on North American Vertical Datum of 1988 (NAVD88) elevations.

45.9 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS & ROCKWALL COUNTY, TEXAS

<h1 style="margin: 0;">Kimley»Horn</h1>					
12750 Merit Drive, Suite 1000 Dallas, Texas 75251	Tel. No. (972) 770-1300 Fax No. (972) 239-3820				
FIRM # 10115500					
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	JAD	DAB	JAN 2015	064478300	2 OF 3

NOTES

1. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
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45.9 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS & ROCKWALL COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale 1" = 1000'	Drawn by JAD	Checked by DAB	Date JAN. 2015	Project No. 064478300	Sheet No. 3 OF 3
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LEGAL DESCRIPTION

BEING an approximate 40.9 acre tract of land situated in the H. McMillan Survey, Abstract No. 143, City of Dallas, Rockwall County, Texas and in the H. McMillan Survey, Abstract No. 853 and the William Crabtree Survey, Abstract No. 346, City of Dallas, Dallas County, Texas; and being part of a tract known as "Elgin B. Robertson Park" and described in deeds to the City of Dallas recorded in Volume 2, Page 1768 (Tract 2), Volume 491, Page 664, Volume 503, Page 718, Volume 830, Page 897, and Volume 68071, Page 1125 (Tracts A & B) of the Deed Records of Dallas County, Texas and Volume 76, Page 192 (Tracts 1 & 2) of the Deed Records of Rockwall County, Texas; and being part of possible county right-of-way formally known as Dalrock Road; and being more particularly described as follows:

COMMENCING at the intersection of the west right-of-way line of Dalrock Road (a variable width right-of-way) and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way) and being in the city limit line between the City of Dallas and City of Rowlett described in City of Dallas Ordinance No. 14886;

THENCE South 66°01'00" East, a distance of 1159.88 feet to the 435.5 foot contour line as defined by a survey performed in September, 2014 and being the **POINT OF BEGINNING**;

THENCE in a southerly direction, with said 435.5 foot contour line, approximately 2353 feet to a point for corner;

THENCE departing said 435.5 foot contour line, South 59°50'44" West, a distance of 2675.20 feet to a point for corner in said 435.5 foot contour line;

THENCE in a northerly direction, with said 435.5 foot contour line, approximately 1370 feet to a point for corner;

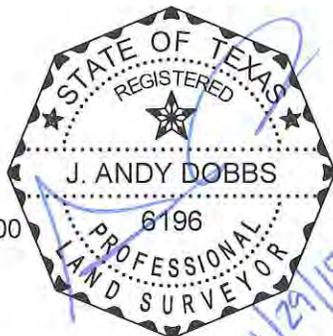
THENCE departing said 435.5 foot contour line, North 59°50'44" East, a distance of 2315.18 feet to the **POINT OF BEGINNING** and containing approximately 40.9 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

The above described 435.5' contour elevation is based on North American Vertical Datum of 1988 (NAVD88) elevations.

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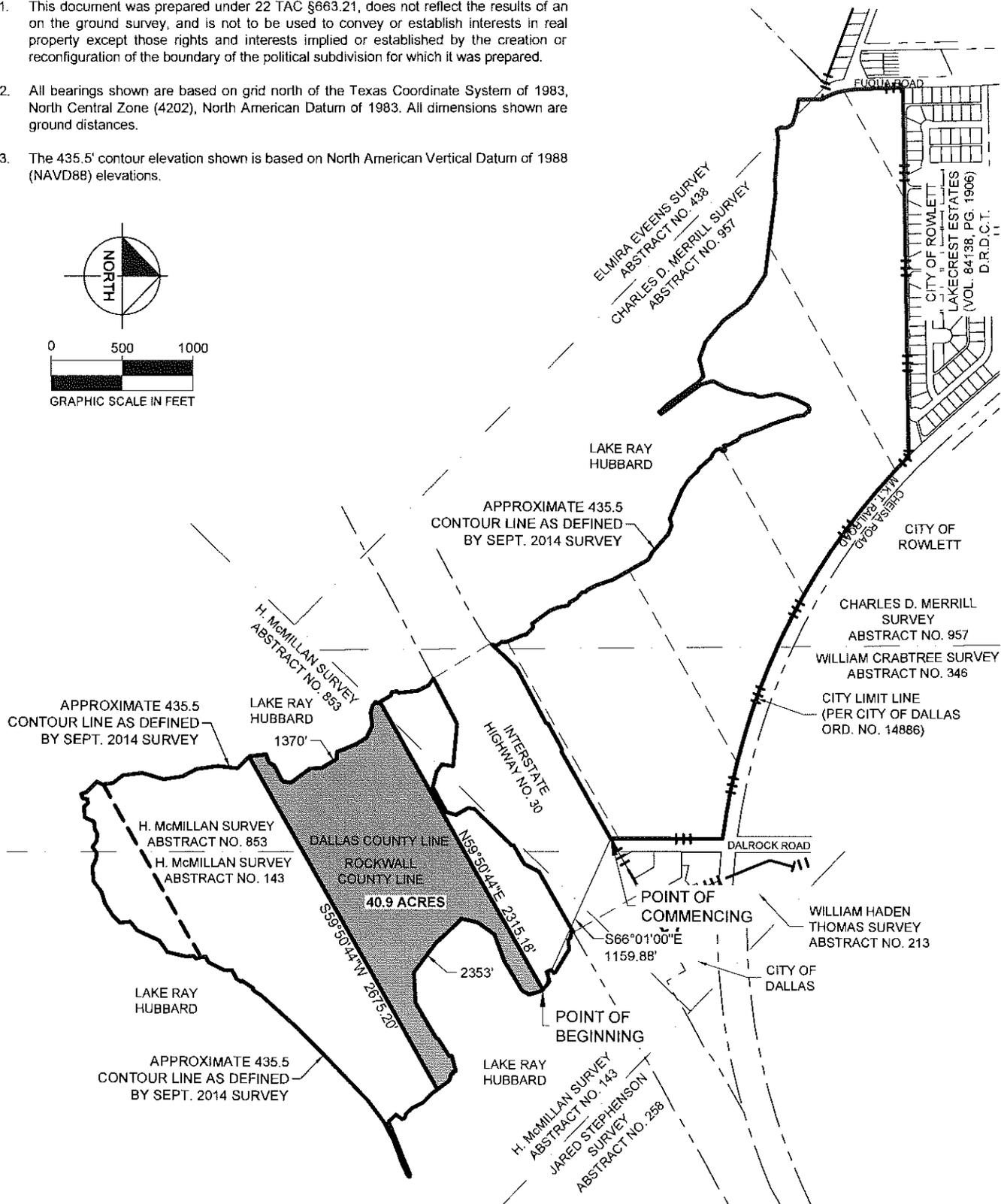
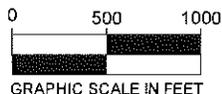
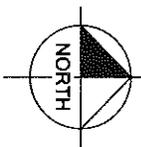


40.9 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS & ROCKWALL COUNTY, TEXAS

		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale N/A	Drawn by JAD	Checked by DAB	Date JAN. 2015	Project No. 064478300	Sheet No. 1 OF 2

NOTES

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3. The 435.5' contour elevation shown is based on North American Vertical Datum of 1988 (NAVD88) elevations.



40.9 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS & ROCKWALL COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 1000'	JAD	DAB	JAN. 2015	064478300	2 OF 2

LEGAL DESCRIPTION

BEING an approximate 52.2 acre tract of land situated in the H. McMillan Survey, Abstract No. 143, City of Dallas, Rockwall County, Texas and in the H. McMillan Survey, Abstract No. 853, City of Dallas, Dallas County, Texas; and being part of a tract known as "Elgin B. Robertson Park" and described in deeds to the City of Dallas recorded in Volume 2, Page 1768 (Tract 1), Volume 481, Page 587, Volume 555, Page 205 and Volume 68071, Page 1125 of the Deed Records of Dallas County, Texas and Volume 73, Page 176 and Volume 76, Page 192 of the Deed Records of Rockwall County, Texas; and being and being more particularly described as follows:

COMMENCING at the intersection of the west right-of-way line of Dalrock Road (a variable width right-of-way) and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way) and being in the city limit line between the City of Dallas and City of Rowlett described in City of Dallas Ordinance No. 14886;

THENCE South 55°32'37" East, a distance of 2136.34 feet to the 435.5 foot contour line as defined by a survey performed in September, 2014 and being the **POINT OF BEGINNING**;

THENCE in a southeasterly and southwesterly direction, with said 435.5 foot contour line, approximately 3086 feet to a point for corner;

THENCE departing said 435.5 foot contour line, South 59°50'44" West, a distance of 1394.39 feet to a point for corner in said 435.5 foot contour line;

THENCE in a northerly direction, with said 435.5 foot contour line, approximately 1105 feet to a point for corner;

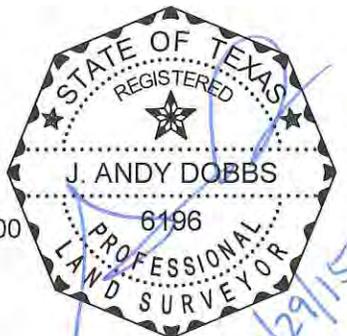
THENCE departing said 435.5 foot contour line, North 59°50'44" East, a distance of 2675.20 feet to the **POINT OF BEGINNING** and containing approximately 52.2 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

The above described 435.5' contour elevation is based on North American Vertical Datum of 1988 (NAVD88) elevations.

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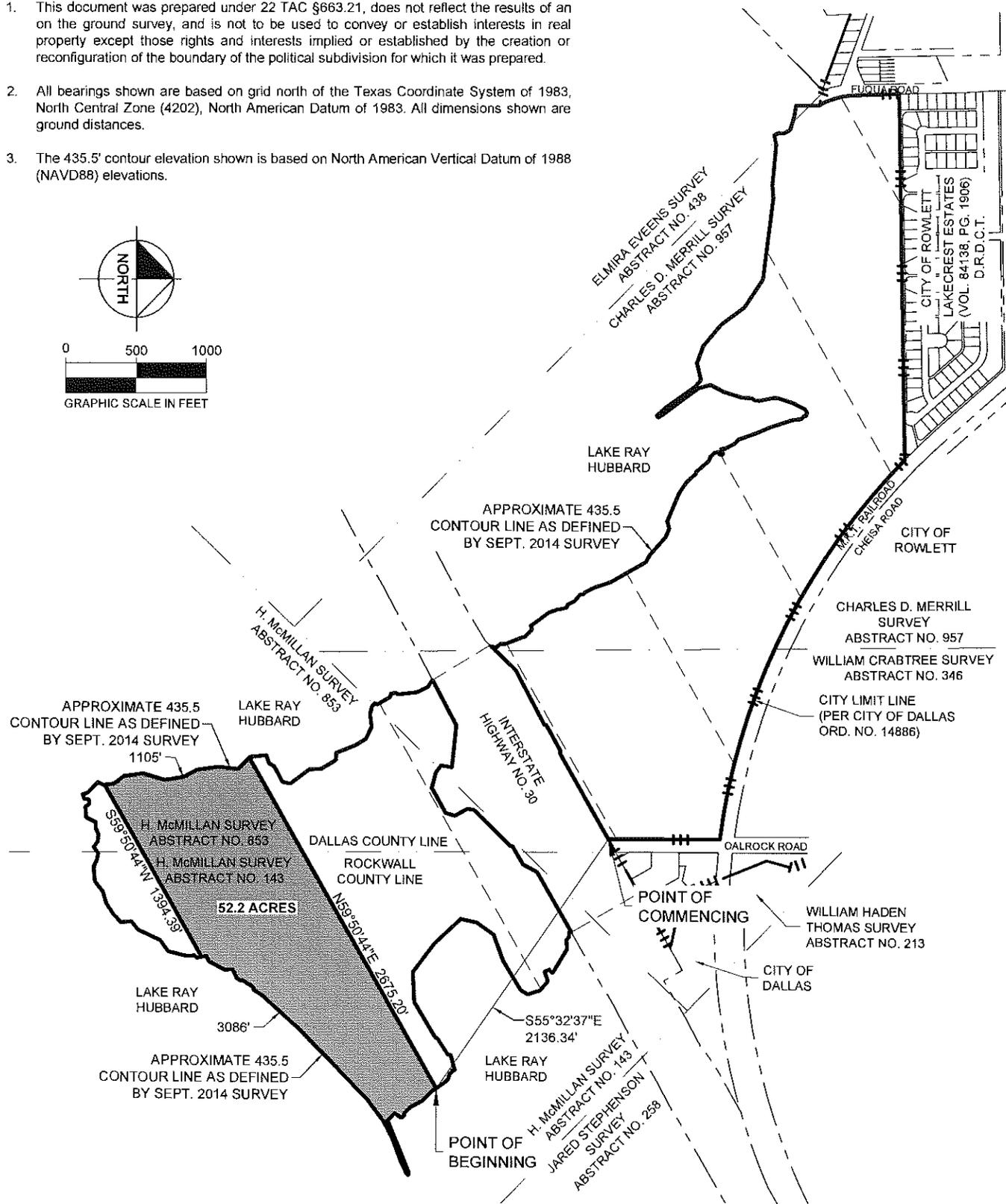
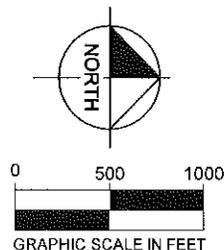


52.2 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS & ROCKWALL COUNTY, TEXAS

		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale N/A	Drawn by JAD	Checked by DAB	Date JAN. 2015	Project No. 064478300	Sheet No. 1 OF 2

NOTES

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2. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.
3. The 435.5' contour elevation shown is based on North American Vertical Datum of 1988 (NAVD88) elevations.



52.2 ACRES
BOUNDARY LINE ADJUSTMENT
CITY OF DALLAS
DALLAS & ROCKWALL COUNTY, TEXAS

Kimley»Horn
 12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 1000'	JAD	DAB	JAN. 2015	064478300	2 OF 2

LEGAL DESCRIPTION

BEING an approximate 8.7 acre tract of land situated in the H. McMillan Survey, Abstract No. 143, City of Dallas, Rockwall County, Texas and in the H. McMillan Survey, Abstract No. 853, City of Dallas, Dallas County, Texas; and being part of a tract known as "Elgin B. Robertson Park" and described in deeds to the City of Dallas recorded in Volume 481, Page 587 and Volume 555, Page 205 of the Deed Records of Dallas County, Texas and Volume 73, Page 176 of the Deed Records of Rockwall County, Texas; and being and being more particularly described as follows:

COMMENCING at the intersection of the west right-of-way line of Dalrock Road (a variable width right-of-way) and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way) and being in the city limit line between the City of Dallas and City of Rowlett described in City of Dallas Ordinance No. 14886;

THENCE South 16°30'01" East, a distance of 3004.92 feet to the 435.5 foot contour line as defined by a survey performed in September, 2014 and being the **POINT OF BEGINNING**;

THENCE in a southwesterly direction, with said 435.5 foot contour line, approximately 1935 feet to a point for corner;

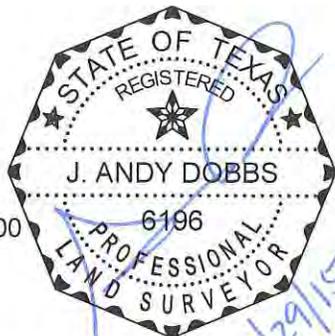
THENCE departing said 435.5 foot contour line, North 59°50'44" East, a distance of 1394.39 feet to the **POINT OF BEGINNING** and containing approximately 8.7 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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The above described 435.5' contour elevation is based on North American Vertical Datum of 1988 (NAVD88) elevations.

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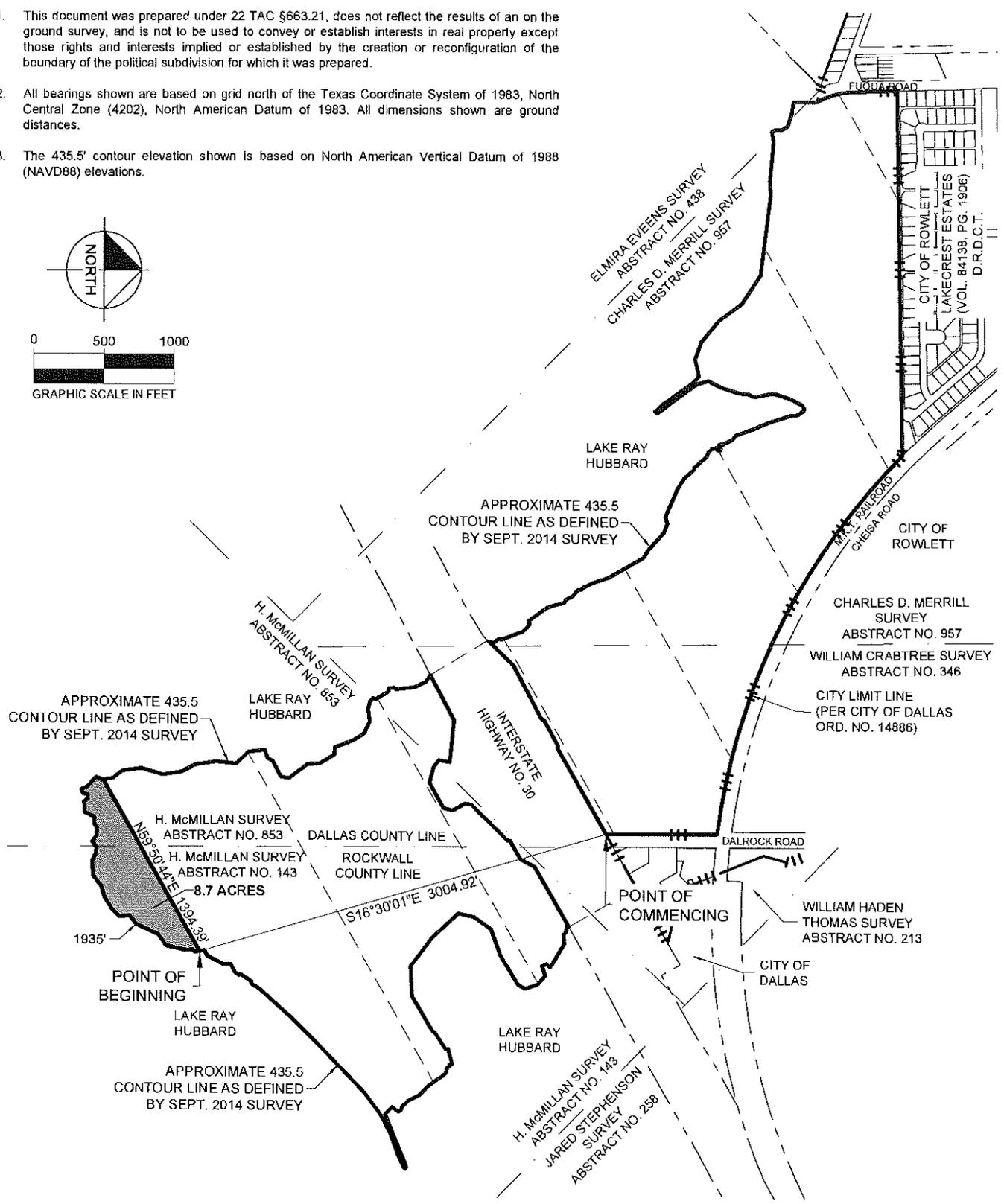
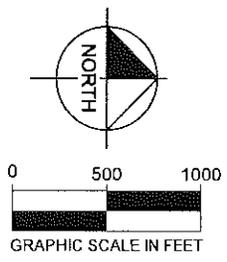


8.7 ACRES
 BOUNDARY LINE ADJUSTMENT
 CITY OF DALLAS
 DALLAS & ROCKWALL COUNTY, TEXAS

Kimley»»Horn					
12750 Merit Drive, Suite 1000 Dallas, Texas 75251			FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	JAD	DAB	JAN. 2015	064478300	1 OF 2

NOTES

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2. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.
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8.7 ACRES
BOUNDARY LINE ADJUSTMENT
CITY OF DALLAS
DALLAS & ROCKWALL COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 1000'	JAD	DAB	JAN. 2015	064478300	2 OF 2



Interlocal Agreement Between City of Dallas and City of Rowlett



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 03/17/15

AGENDA ITEM: 8D

TITLE

Consideration and action on a resolution approving a first amendment to the Interlocal Agreement and Lease between the City of Dallas and the City of Rowlett relating to the Take Line area, and authorizing the Mayor to execute the amendment on the City's behalf.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager
Jim Grabenhorst, Director of Economic Development
David Berman, City Attorney

SUMMARY

The City of Rowlett and the City of Dallas have had longstanding discussions over the past decade regarding the potential sale of the Elgin B. Robertson property and boundary adjustment into Rowlett's municipal jurisdiction.

The Interlocal Agreement and Lease (herein referred to as the "Master Lease") signed by Dallas on January 22, 2001, and by Rowlett on January 16, 2001, leases to Rowlett the land and areas described therein as the Take Area, defined as the land owned by Dallas between the Take Line (the perimeter boundary of land owned by Dallas at Lake Ray Hubbard) and the normal Lake pool elevation of 435.5 feet above mean sea level (see Attachment 1).

This first amendment to the Master Lease will amend certain provisions of the Master Lease as part of the Interlocal Agreement associated with the acquisition of the Elgin B. Robertson property.

BACKGROUND INFORMATION

The Elgin B. Robertson property consists of approximately 257 acres along Interstate 30 at the Dalrock Road interchange (see aerial map below). The north tract is located in Dallas County and consists of approximately 142 acres and the south tract is located in both Dallas County and Rockwall County and consists of approximately 115 acres.



The property was acquired by the City of Dallas in 1966 as part of the Forney Reservoir development, which is now known as Lake Ray Hubbard and was designated as a “park” upon its purchase. The property is approximately ten miles outside of the main city limits of the City of Dallas.

As mentioned above, both cities have had ongoing discussions over the past decade regarding the potential sale and boundary adjustment of this property. In order for a potential sale to occur, the City of Dallas needed voter approval to “de-park” the property. In November 2010, the City of Dallas placed a ballot proposition for voter approval and that proposition was rejected. In May 2013, the City of Dallas again placed a ballot proposition for voter approval which passed and allowed the two Cities to engage in negotiations in earnest.

On February 5, 2015, the Dallas Parks Board took action to recommend approval of the sale of Elgin B. Robertson to the City of Rowlett. On February 25, 2015, the Dallas City Council took action approving ILA and execution of ordinance to provide for the resultant boundary adjustments.

DISCUSSION

As a condition of the Interlocal Agreement associated with the acquisition of the Elgin B. Robertson property, the cities have mutually agreed to amend certain provisions of the Master Lease.

Key elements of the Master Lease (Take Line) requirements:

- Rowlett to assume first responder (Police, Fire and EMS) responsibilities on Dallas bridges over Lake Ray Hubbard
- Rowlett to conduct reasonable shoreline trash abatement within take line area within city limits
 - Rowlett citizens no longer have to contact City of Dallas
 - Dallas still responsible for areas beyond shoreline (435.5 elevation)
- Rowlett to receive license and concession revenues from marinas on Elgin B. Robertson property
- Rowlett continues to receive easements at no cost to construct public improvements within the Take Line area

Following is the anticipated timeline associated with completing this property transaction and boundary adjustment into Rowlett’s municipal jurisdiction:

<u>ACTION</u>	<u>CITY</u>	<u>COMPLETION DATE</u>
Parks Dept. Recommendation	Dallas	February 5, 2015
City Council Action	Dallas	February 25, 2015
City Council Work Session	Rowlett	March 3, 2015
City Council Action	Rowlett	March 17, 2015
City Council Action – Boundary Adj.	Dallas	March 25, 2015
P&Z Zoning Public Hearing & Recommendation	Rowlett	April 14, 2015
City Council Public Hearing & Zoning Action	Rowlett	April 21, 2015
City Council – TIRZ Creation	Rowlett	April 21, 2015
Property Sale/Closing	Dallas/Rowlett	April 30, 2015

The Elgin B. Robertson property provides a unique opportunity for the Rowlett community. Once developed, this property will become a gateway in Rowlett on the Interstate 30 corridor. With the connectivity to the President George Bush Turnpike, this site will become a regional destination for the DFW metroplex and east Texas. The approval of this ILA is just the first step in a multi-year development process in which the Rowlett community will see this property innovatively master-planned for a mix of uses that will illustrate Rowlett’s “On the Water, On the Move” vision of the community.

FINANCIAL/BUDGET IMPLICATIONS

Regarding budget implications on the first amendment to the Master Lease between the City of Dallas and City of Rowlett relating to the Take Line area, additional costs associated with conducting reasonable shoreline trash abatement and first responder services on Lake Ray Hubbard bridges will be offset by the marina license and concession fees received by the marina

operations. Currently, the Bayview Marina license and concession fees received by the City of Dallas/Dallas Water Utilities are approximately \$130,000 annually.

Rowlett staff is currently developing a proactive strategy for first responder services and trash abatement and will present that strategy to Council in May.

RECOMMENDED ACTION

Move to approve a resolution on a first amendment to the Interlocal Agreement and Lease between the City of Dallas and the City of Rowlett relating to the Take Line area, and authorizing the Mayor to execute the amendment on the City's behalf.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITY OF DALLAS, TEXAS, PERTAINING TO THE TAKE AREA (THE "MASTER LEASE") IN ACCORDANCE WITH THE DALLAS INTERLOCAL AGREEMENT FOR THE ACQUISITION OF THE ELGIN B. ROBERTSON PROPERTY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett, Texas, intends to acquire 257+/- acres of land from the City of Dallas, and to assume territorial jurisdiction over the property known as Elgin B. Robertson Park, and will establish a tax increment financing reinvestment zone over the property to enable the land to achieve its full development potential; and

WHEREAS, the Interlocal Agreement with the City of Dallas for the acquisition of the Elgin B. Robertson Property requires, *inter alia*, an amendment to the existing Master Lease Agreement (the Interlocal Agreement and Lease between the City of Dallas and the City of Rowlett, dated January 22, 2001, pertaining to the entirety of the Take Area; and

WHEREAS, the proposed amendment will require Rowlett to assume reasonable shoreline trash abatement responsibility and the City Council finds and determines that said amendments are acceptable in consideration for other benefits acquired in the Elgin B. Robertson acquisition and Interlocal Agreement.

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

Section 1: That the City Council of the City of Rowlett, Texas, hereby approves the First Amendment to the Interlocal Agreement and Lease between the City of Dallas and the City of Rowlett, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A."

Section 2: That the City Council hereby authorizes the Mayor to execute the said First Amendment on the City's behalf, after approval by the City Attorney, to

give effect to this Resolution and to execute such related documents and instruments as may be necessary or appropriate to give effect to the Agreement and to this Resolution.

Section 3: That this resolution shall become effective immediately upon its passage.

ATTACHMENTS

Exhibit A – First Amendment to the Master Lease Agreement

Attachment 1 – Master Lease Agreement

EXHIBIT A
Substantial form of Amendment to Master Lease

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AND LEASE
BETWEEN THE CITY OF DALLAS AND THE CITY OF ROWLETT AT LAKE RAY
HUBBARD

This First Amendment (the “Amendment”) to that certain Interlocal Agreement and Lease (hereinafter described) is made by and between the CITY OF DALLAS, a Texas municipal corporation (“Dallas”), and the CITY OF ROWLETT, a Texas municipal corporation, (“Rowlett”).

WITNESSETH

WHEREAS, Dallas and Rowlett have entered into a certain Interlocal Agreement and Lease (herein referred to as the “Master Lease”) signed by Dallas on January 22, 2001, and by Rowlett on January 16, 2001, which leases to Rowlett the land and areas described therein as the Take Area, defined as the land owned by Dallas between the Take Line (the perimeter boundary of land owned by Dallas at Lake Ray Hubbard) and the normal Lake pool elevation of 435.5 feet above mean sea level; and

WHEREAS, Dallas and Rowlett desire to amend certain provisions of the Master Lease in accordance with the terms of this Amendment; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code (“Act”) provides authorization for any local government to contract with one or more local governments to perform governmental functions and services in which the contracting parties are mutually interested under the terms of the Act;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements to be kept and performed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dallas and Rowlett hereby agree to amend the Master Lease and execute this Amendment to reflect the following changes and provisions:

1. Subsection D of Section II (“Existing Leases and New Interlocal Agreement”) of the Master Lease is hereby amended to read as follows:

- D. The existing commercial/concession agreements for the following facilities will remain intact, will not be interrupted by cancellation of the previous License (Lease) Agreement, and will be recognized under the new Interlocal Agreement:

Marina Del Ray
Rush Creek Yacht Club
Chandler's Landing Marina
Harbor Bay Marina
Beacon Harbor Marina
~~Bay View Marina~~
The Shores Country Club
Captain's Cove Marina

These commercial concession agreements may be continued, amended, or extended at the discretion of the city administering that agreement as long as the scope of the existing commercial activity remains the same. To the extent already provided in these agreements on an individual basis, such continuation, amendment, or extension shall not require the approval of Dallas. Examples of business within the scope of the agreement include.

1. Marina expansion of boat storage within approved marina lease area.
2. Boat sales or repair in a marina area.
3. Tackle and bait shop operation in a marina area.
4. Sale of golf accessories at a golf course.

Any major departure from the existing scope of business will necessitate renegotiating the commercial /concession agreement with Dallas.

2. Subsection J of Section II (“Existing Leases and New Interlocal Agreement”) of the Master Lease is hereby deleted in its entirety and the following language is substituted in its place:

- J. ~~Rowlett will reasonably maintain those portions of the Leased Area that are not subleased, including a reasonable degree of landscape management and removal of trash and debris, excluding erosion control.~~ Rowlett shall conduct reasonable shoreline trash abatement, at its sole expense, in all areas adjacent to and within the city limits of Rowlett. Rowlett shall be the point of contact for the public regarding all trash abatement issues in all areas adjacent to and within the city limits of Rowlett.

3. Subsection B of Section VII (“Water Quality Protection and Sedimentation”) of the Master Lease is hereby deleted in its entirety and the following language is substituted in its place:

B. Rowlett shall conduct reasonable shoreline trash abatement, at its sole expense, in all areas adjacent to and within the city limits of Rowlett.~~Dallas and Rowlett agree that litter, debris and trash in the Lake and on or along the Shoreline is a mutual issue which requires mutual understanding and resolution. Dallas and Rowlett will discuss methods to mutually address the litter, debris and trash problem.~~

4. A part of Exhibit A-1 (identified as “Exhibit A Lake Ray Hubbard – City of Rowlett”), the Beacon Harbor Lease Area is hereby deleted, such that the described tract will henceforth be included within the Leased Area.

5. Subsection A of Section IV is hereby amended to read as follows:

A. Subject to the procedures stated below and the other applicable terms of this Interlocal Agreement, Rowlett may sublease the property in Commercial Areas. Sublessee may further sublease the property for commercial purposes, pursuant to the same terms and conditions contained in the sublease. Dallas and Rowlett will share in new revenues associated with the commercial use of Lake Area, except for: (i) those commercial uses in place at the time of execution of this Agreement, which are listed in Section II.D of this Interlocal Agreement; and (ii) the two marina sites controlled and operated by Rowlett. The terms of those commercial subleases will be negotiated on an individual basis with Dallas and will require the approval of the Dallas City Council. The following procedures for subleasing in Commercial Areas will be observed by both parties:

...

6. Section 1 of Exhibit B (“Additional Provisions”) is hereby amended to read as follows:

1. ~~In consideration of the new obligations assumed by Rowlett under the Interlocal Agreement,~~ Section 18 of the previous License Agreement between the City of Dallas and the City of Rowlett, dated May 21, 1973, is retained as a part of the terms of the Interlocal Agreement with the following modifications at the end of the Section: “In exchange for Dallas’ agreement to grant easements under this section, Rowlett agrees, at its sole cost and expense to provide the City of Dallas with utility tie-ins at the property line for of any Dallas property, owned or occupied by the City of Dallas, which is located outside the leased area but developed adjacent to or within the City of Rowlett (the “Dallas Property”). The City of Dallas shall be responsible for all other costs associated with the construction, development and on-site infrastructure necessary to accommodate the Dallas Property. Should the City of Dallas forfeit the use of the occupied portions of the Dallas Property to the City of Rowlett for any reason, then all easement requests made by the City of Rowlett pursuant to this agreement shall be subject to all City of Dallas easement compensation requirements.” A copy of the original Section 18 is included in this Exhibit.

7. All other terms and provisions of the Master Lease shall remain unaffected by this Amendment.

IN WITNESS WHEREOF, Dallas, signing by and through its City Manager, duly authorized to execute this Amendment by Resolution No. 15-_____, approved by the Dallas City Council on _____, 2015, and by Rowlett, signing by and through its Mayor, duly authorized to execute this Amendment by Resolution No. 15-_____, approved by the Rowlett City Council on _____, 2015, have executed this agreement as of the dates written below.

THE CITY OF ROWLETT, TEXAS

APPROVED AS TO FORM:

By: _____
Todd W. Gottel, Mayor

David M. Berman, City Attorney

Date: _____

ATTEST:

Laura Hallmark, City Secretary

THE CITY OF DALLAS, TEXAS

APPROVED AS TO FORM:

A. C. GONZALEZ,
City Manager

WARREN MS. ERNST,
City Attorney

By: _____
Assistant City Manager

By: _____
Assistant City Attorney

Date: _____

RESOLUTION 1-16-01B

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

INTERLOCAL AGREEMENT AND LEASE

This Interlocal Agreement and Lease (hereinafter called the "Interlocal Agreement") is entered into by and between the CITY OF DALLAS, a Texas municipal corporation ("Dallas") and the CITY OF ROWLETT, a Texas municipal corporation ("Rowlett").

Section I. Definitions

The following definitions apply to the following terms when used in this Interlocal Agreement:

- A. **"Lake"** means Lake Ray Hubbard.
- B. **"Take Line"** means the perimeter boundary of Dallas' property at the Lake.
- C. **"Take Area"** means the land owned by Dallas between the Take Line and the normal Lake pool elevation (435.5 mean sea level).
- D. **"Lake Area"** means the City of Dallas property, known as Lake Ray Hubbard, that is normally submerged by the Lake at normal Lake pool elevation (property at or below elevation 435.5 mean sea level).
- E. **"Leased Area"** means the Take Area that is within the City Limits of Rowlett, or where the Take Line is directly adjacent to the City Limits of Rowlett, the boundaries of which are more specifically set forth in Exhibit A, attached hereto and incorporated herein.
- F. **"Residential Area"** means the Leased Area where the Take Line is adjacent to residential property and where no commercial activity exists, or is proposed to exist, on Dallas property. If commercial activity occurs in a Residential Area, that portion of the Leased Area will be considered a Commercial Area.
- G. **"Commercial Area"** means any Leased Area where commercial activity exists or is proposed on Dallas property, or exists or is proposed on property with direct access to the Leased Area.
- H. **"Public Park"** means any park area open for access and recreational use by the general public for park or recreation purposes, as designated by Rowlett or by Dallas.
- I. **"Sublessee"** means a person or entity subleasing Dallas property in the Leased Area from Rowlett. Sublessee will be an adjacent property owner or an entity representing adjacent property owners, such as a homeowners association.

- J. "Shoreline" means the line along the shore of the Lake, established by the normal Lake pool elevation (435.5 mean sea level).
- K. "New Immediate Action Area" means any section of the Leased Area where any of the following has occurred:
- the shoreline is within 30 feet or less of the Take Line;
 - a public hazard exists or can be expected to be created by erosion within a short period of time;
 - structures are at risk of structural damage due to erosion; or
 - existing adjacent erosion protection is impeded if erosion is allowed to continue.
- L. "Critical Areas" means areas determined to be immediate action erosion control areas, as defined in the 1987 "Lake Ray Hubbard Erosion Control Study" by Bernard Johnson Incorporated (the Bernard Johnson Report), a copy of which has been provided to all parties and is incorporated herein by reference, and any New Immediate Action Areas, as defined above.

Section II. Existing Leases and New Interlocal Agreement

- A. The existing license or lease agreement between Dallas and Rowlett for the real property comprising the Leased Area is hereby terminated upon the execution of this Interlocal Agreement by the parties. Additional provisions of this Interlocal Agreement specific to Rowlett are set forth in Exhibit B, attached to and made a part of this Interlocal Agreement.
- B. By execution of this Interlocal Agreement and in consideration of the mutual promises, terms, conditions and covenants agreed upon by Dallas and Rowlett, Dallas hereby leases and demises the Leased Area to Rowlett for the limited purposes stated, and subject to the terms and conditions as provided, in this Interlocal Agreement.
- C. Dallas will terminate all other leases it has on Take Area property in the Leased Area, except where the terms and conditions of those leases prevent termination and except as noted in Section II.D hereof.
- D. The existing commercial/concession agreements for the following facilities will remain intact, will not be interrupted by cancellation of the previous License (Lease) Agreement, and will be recognized under the new Interlocal Agreement:
1. Marina Del Ray
 2. Rush Creek Yacht Club
 3. Chandler's Landing Marina
 4. Harbor Bay Marina
 5. Beacon Harbor Marina
 6. Bay View Marina
 7. The Shores Country Club
 8. Captain's Cove Marina

These commercial/concession agreements may be continued, amended, or extended at the discretion of the city administering that agreement, as long as the scope of the existing commercial activity remains the same. To the extent already provided in these agreements on an individual basis, such continuation, amendment, or extension shall not require the approval of Dallas. Examples of business within the scope of the agreement include:

1. Marina expansion of boat storage within approved marina lease area.
2. Boat sales or repair in a marina area.
3. Tackle and bait shop operation in a marina area.
4. Sale of golf accessories at a golf course.

Any major departure from the existing scope of business will necessitate renegotiating the commercial/concession agreement with Dallas.

- E. Future boundary adjustments to Dallas property in the Leased Area will be pursued on a case-by-case basis as the city limits of Rowlett change.
- F. Encroachments onto Dallas property by adjacent property owners, if any, will be resolved as set forth herein.
- G. The term of this Interlocal Agreement and the lease granted as a part of this Interlocal Agreement shall be forty (40) years from the date of execution of this Interlocal Agreement. The parties may, by mutual agreement, extend the term of this Interlocal Agreement or any portion thereof. This Interlocal Agreement shall be terminable for cause, specifically for breach of any of the terms or conditions of this Interlocal Agreement.
- H. Utility easements on Leased Areas will be allowed and reviewed by Dallas on a case-by-case basis. Rowlett will consider, on a case-by-case basis, providing utility service to Dallas property within the Take Area.
- I. Dallas will have the right to ingress and egress to the Leased Area for any operational or maintenance purposes, upon 24 hours advance notification; except that no advance notice will be required in case of an emergency. Dallas will make a reasonable effort to repair any damage resulting from Dallas accessing the Shoreline, and will restore the damaged property as nearly as possible to its condition immediately prior to the damage caused by Dallas accessing the Shoreline.
- J. Rowlett will reasonably maintain those portions of the Leased Area that are not subleased, including a reasonable degree of landscape management and removal of trash and debris, and excluding erosion control.

Section III. Subleasing in Residential Areas

- A. Rowlett may sublease the property in Residential Areas, and will perform all duties associated with administering the subleases. The sublease may include an area extending from the Shoreline (not to exceed 40 feet from the Shoreline) for structures over the Lake only upon prior review and written approval of the structure by Dallas and Rowlett.

- B. Dallas will not charge for the subleasing of Residential Area property in the Leased Area. In consideration thereof, Rowlett will administer the Shoreline, sublessee will be responsible for erosion control in Critical Areas, and sublessee will hold Dallas and Rowlett fully harmless from liability and damages.
- C. Rowlett may collect revenue from the sublessee in an amount necessary for recovery of the cost of administration of the Leased Area. Rowlett will provide a subleasing fee schedule annually to Dallas.
- D. The sublessee will be required, as part of the sublease, to defend, indemnify and hold Dallas and Rowlett, their respective officers, agents and employees, fully harmless from any claims, lawsuits or expenses for personal injury (including death), property damage or other harm for which damages may be recovered under law, suffered by any person or persons (including but not limited to sublessee), that may arise out of or be occasioned by: i) sublessee's fault or negligence in the use, occupancy, maintenance or operation of the subleased Residential Area for any purpose; ii) future erosion control improvements installed, used or maintained by sublessee; iii) any erosion from any cause whatsoever; or iv) sublessee's failure to install required or optional erosion control devices, **REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE OR FAULT OF DALLAS OR ROWLETT IN OPERATING OR MAINTAINING THE LAKE AREA, OR ORIGINALLY INSTALLING OR MAINTAINING ANY EXISTING EROSION CONTROL IMPROVEMENTS ASSUMED BY SUBLESSEE, OR IN DETERMINING WHAT EROSION CONTROL IMPROVEMENTS WERE APPROPRIATE, CONTRIBUTED TO THE DAMAGE OR INJURY.**
- E. The indemnity required of the sublessee in subparagraph D above shall be included in the sublease in the same form as stated above with the same conspicuousness of wording.
- F. Domestic raw water permit requests from, and construction activities of, sublessee will be reviewed and approved by Dallas through its normal permitting processes. Dallas can inspect for and investigate raw water sales or construction permit violations, and will notify Rowlett of any Dallas inspection or investigation activities. Dallas will provide copies of raw water permit requests to Rowlett.
- G. To the extent allowed by law, Rowlett will provide the zoning and building code enforcement services for the subleased Residential Area and any structures over the water extending from the Shoreline. Enforcement will include use of the area, alterations and new construction in the Leased Area. Rowlett will enforce the prohibitions listed in this section. Rowlett will provide Dallas copies of all requested permits for activities in the Leased Area. Dallas may request copies of development and construction plans for review of potential erosion, water quality and water safety concerns. Dallas will have ten (10) working days from receipt of complete plans to provide comments or concerns. Structures or appurtenances prohibited in the Leased Area, unless specifically approved in writing by an authorized representative of Dallas, include those that could present a hazard or those that could affect water quality. Examples include:

1. Propane tanks.
 2. Storage of gasoline, oils, diesel, or similar types of compounds.
 3. Storage of pesticides, herbicides, fungicides, or preservatives.
 4. Use of pesticides, herbicides, fungicides, or preservatives that are not approved by the Texas Natural Resource Conservation Commission or US Environmental Protection Agency for use around water supplies, and on a listing approved provided by Dallas.
 5. Storage of any hazardous materials, regardless of its nature.
 6. Septic tanks and lateral lines.
 7. Toilets
 8. Habitable structures.
 9. Diving boards and slides over and/or into the lake.
 10. Livestock, including but not limited to cattle, horses, swine, poultry.
 11. Water wells.
 12. Chemically preserved wood (e.g. railroad ties and telephone poles) in the water.
- H. For all subleases, Rowlett will require sublessee of Residential Areas to either completely install, or pay for the installation of, Shoreline erosion protection in accordance with Section VI in Critical Areas, whenever such Critical Areas may arise (as defined in Section VI(A) hereof) before execution of the sublease. Erosion protection required under the sublease must be completed no later than 12 months from the date of execution of the sublease, but prior to, or concurrent with, a sublessee's commencement of construction of any improvements. If a Critical Area arises after execution of the sublease, Dallas is not responsible for any erosion control measures required and the sublessee shall not look to Dallas or Rowlett for action. If any part of the subleased area becomes a Critical Area after execution of the sublease, the sublessee of a Residential Area may, at sublessee's option, install erosion protection in accordance with Section VI. Erosion protection required under the sublease must be completed prior to a sublessee's commencement of construction of any improvements of any kind (including, but not limited to, gardens, docks, walls, pools, tennis courts or fences) on the Leased Area, subject to Rowlett's permitting process. The term of any sublease must not end subsequent to the termination of this Interlocal Agreement, and every sublease must contain the clauses set forth in this Section III.
- I. Rowlett must obtain Dallas review and written approval prior to any Lake dredging or Take Area alteration activity which generally necessitates the use of motorized construction/earth moving equipment. Dallas' review will be primarily for conformance with other required permits.
- J. Residential Area subleases cannot be further subleased. If a sublessee (abutting property owner) sells his or her property, the sublease shall be transferred to the new owner.
- K. Where no sublease has been executed in the Leased Area that is being used by an adjacent property owner, Rowlett will take immediate action to remove any encroachment or to remedy any other unauthorized use of the Leased Area. Failure of Rowlett to remedy any encroachment or other unauthorized use, or to require sublessee to cure any breach of any of the terms of the sublease, unless otherwise

agreed by Dallas on a case-by-case basis in writing, within sixty (60) days of notification of the unauthorized use or breach to Rowlett, or failure of Rowlett to comply with this Section III, is a material breach of the Interlocal Agreement and cause for immediate termination of this Interlocal Agreement.

- L. Rowlett will administer the subleases in accordance with the terms and conditions established in the sublease. The sublessee must specifically agree to recognize Dallas as a third party beneficiary with a right to enforce the terms of the sublease in the event of sublessee's breach of any term of the sublease.

Section IV. Subleasing in Commercial Areas

- A. Subject to the procedures stated below and the other applicable terms of this Interlocal Agreement, Rowlett may sublease the property in Commercial Areas. Sublessee may further sublease the property for commercial purposes, pursuant to the same terms and conditions contained in the sublease. Dallas and Rowlett will share in new revenues associated with the commercial use of Lake Area, except for those commercial uses in place at the time of execution of this Agreement, which are listed in Section II.D. of this Interlocal Agreement. The terms of those commercial subleases will be negotiated on an individual basis with Dallas and will require the approval of the Dallas City Council. The following procedures for subleasing in Commercial Areas will be observed by both parties:
- (1) Rowlett will immediately contact Dallas when substantial interest is shown in subleasing Commercial Areas or property adjacent to Commercial Areas for commercial activities.
 - (2) Dallas and Rowlett will participate in all planning and negotiations for use of Commercial Area property for Commercial activities. After a sublease agreement has been reached, plans for alterations or construction on the leased property will require Dallas' administrative approval, with a process to be identified later. Structures or appurtenances listed in Section III.G. are prohibited within the Leased Area, unless specifically approved in writing by an authorized representative of Dallas.
 - (3) Dallas will be provided a formal proposal for the use of the property for which it will provide a formal reply.
 - (4) The Dallas City Council will provide final approval of the negotiated sublease agreement. The term of the subleases must not end subsequent to the termination of this Agreement, and every sublease must contain the clauses set forth in this Section IV.
 - (5) Rowlett will administer the subleases in accordance with the terms and conditions established in the negotiated sublease. The sublease will provide for timely collection and remittance to Dallas of any share of commercial revenues owed to Dallas as part of the terms of the subleases. The sublessee must specifically agree to recognize Dallas as a third party beneficiary with a right to enforce the terms of the sublease in the event of sublessee's breach of any term of the sublease.

- (6) The sublessee will be required, as part of the sublease, to defend, indemnify and hold Dallas and Rowlett, their respective officers, agents and employees, harmless from any claims, lawsuits or expenses for personal injury (including death), property damage or other harm for which damages may be recovered under law, suffered by any person or persons (including but not limited to sublessee), that may arise out of or be occasioned by: i) sublessee's fault or negligence in the use, occupancy, maintenance or operation of the subleased Commercial Area for any purpose; ii) future erosion control improvements installed, used or maintained by sublessee; iii) any erosion from any cause whatsoever; or iv) sublessee's failure to install required or optional erosion control devices, **REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE OF DALLAS OR ROWLETT IN ORIGINALLY INSTALLING OR MAINTAINING ANY EXISTING EROSION CONTROL IMPROVEMENTS ASSUMED BY SUBLESSEE, OR IN DETERMINING WHAT EROSION CONTROL IMPROVEMENTS WERE APPROPRIATE, CONTRIBUTED TO THE DAMAGE OR INJURY.**
- (7) The indemnity required of the sublessee in subparagraph A(6) above shall be included in the sublease in the same form as stated above with the same conspicuousness of wording.
- (8) For all subleases, Rowlett will require sublessee of Commercial Areas to either completely install, or pay for the installation of, Shoreline erosion protection in accordance with Section VI in Critical Areas, whenever such Critical Areas may arise (as defined in Section VI(A) hereof) before execution of the sublease. Erosion protection required under the sublease must be completed no later than 12 months from the date of execution of the sublease, but prior to, or concurrent with, a sublessee's commencement of construction of any improvements. If a Critical Area arises after execution of the sublease, Dallas is not responsible for any erosion control measures required and the sublessee shall not look to Dallas or Rowlett for action. If any part of the subleased area becomes a Critical Area after execution of the sublease, the sublessee of a Commercial Area may, at sublessee's option, install erosion protection in accordance with Section VI. Erosion protection required under the sublease must be completed prior to a sublessee's commencement of construction of any improvements of any kind (including, but not limited to, residences, clubhouses, restaurants, gardens, docks, walls, pools, tennis courts or fences) on the Leased Area, subject to Rowlett's permitting process.
- (9) The term of any sublease must not end subsequent to the termination of this Interlocal Agreement, and every sublease must contain the clauses set forth in this Section IV.
- B. Where no sublease has been executed in Commercial Area that is being used by an adjacent property owner, Rowlett will take immediate action to remove any encroachment or to remedy any other unauthorized use of Commercial Area. Failure of Rowlett to remedy any encroachment or other unauthorized use, or to require sublessee to cure any breach of any of the terms of the sublease or otherwise enforce the sublease, unless otherwise agreed by Dallas on a case-by-case basis in writing, within sixty (60) days of notification of the unauthorized use or breach to Rowlett, or failure of Rowlett to comply with this Section IV, is a material

breach of the Interlocal Agreement and cause for immediate termination of this Interlocal Agreement.

- C. Persons or entities engaging in commercial activities in any Commercial Area under this Interlocal Agreement will provide Dallas with annual financial statements on revenues associated with use of Dallas' property. Dallas also retains the right to request audits by its own staff on commercial activities associated with use of Dallas' property. Upon failure of the commercial interest to provide proper financial statements or material, or upon failure to meet financial terms of the Interlocal Agreement or sublease, Rowlett will terminate the sublease at the request of Dallas.

Section V. Public Parks

- A. Rowlett will provide maintenance for all new and existing parks and park facilities (including boat ramps) located within the Leased Area and within its corporate city limits, and may develop new parks (hereinafter collectively referred to as the "Leased Area Parks") in accordance with plans approved by it and which must meet the same construction and review requirements as identified in section III.G. Minor park equipment, such as park signs, park benches, picnic tables, swings, slides, and climbing play structures, may be installed as needed by Rowlett without the prior approval of Dallas.
- B. Dallas will not charge a fee for public parks in the Leased Area. For revenues generated from new or additional commercial activities in the Leased Area Parks, Dallas and Rowlett will establish a "threshold" of \$100,000 of annual gross revenue per commercial activity, above which Dallas and Rowlett will negotiate revenue terms, as outlined in Section IV (Subleasing in Commercial Areas). The threshold level of annual gross revenue will be reviewed by Dallas and Rowlett, and revised if necessary, every five (5) years. Typical activities above the threshold gross revenue level include full service restaurants, RV campgrounds, new marinas, and resort type developments. Typical activities below the threshold gross revenue level include vending machine sales, lessons for recreational activities, and special events such as regattas, sailboat races, or fireworks displays.
- C. Parks and recreational facilities and activities on the Leased Area must be open to the citizens of Dallas on the same basis as they are available to the citizens of Rowlett.

Section VI. Erosion Control

- A. In areas determined to be Critical Areas or New Immediate Action Areas, as defined in sections I(K) and I(L) herein, (collectively referred to as "Critical Area[s]") the sublessee will be responsible for installation and maintenance of erosion control. If Dallas installs or performs maintenance or erosion control in any Critical Area, the sublessee will reimburse Dallas for the cost of installation and maintenance from the date of execution of this Interlocal Agreement to the later of, the date of execution of the sublessee's sublease with Rowlett, or the date of installation of the erosion control. If Dallas installs or performs maintenance or erosion control in any area that is not a Critical Area, the sublessee will reimburse Dallas for the cost of installation and maintenance from the date of execution of this Interlocal Agreement to the date

of execution of the sublessee's sublease with Rowlett (i.e. there will be no retroactive reimbursement required of a sublessee in any non-Critical Area; the full extent of the erosion reimbursement obligations of the sublessee in a non-Critical Area will be known at the time of execution of the sublease). Reimbursements can be paid in a lump sum or over a term to be determined by Dallas. Term payments will include interest charges and the term will not exceed the life of the asset. The sublessee must assume maintenance responsibility for existing or proposed erosion control as a part of the sublease terms.

- B. Dallas may install erosion control in other non-Critical Areas as may be needed or deemed necessary and will maintain that erosion control once it is installed by Dallas, until the area is subleased.
- C. Any sublessee may install erosion control subject to the approval of Dallas and Rowlett. That sublessee will be responsible for maintenance of the installed erosion control.
- D. Dallas and Rowlett will establish a listing of types of erosion control approved for use around the lake, based on the Bernard Johnson Report or engineering data or criteria provided by Dallas. Rowlett will select the type of erosion control to be used from this list. The list may be expanded jointly by Dallas and Rowlett should new and approved technology become available for erosion control. If Dallas installs erosion control, it can install any type listed in the Bernard Johnson Report, or on the updated/approved listing, as it deems economically feasible. If Rowlett desires the use of an approved type of erosion control other than that being proposed for installation by Dallas, Dallas may install that preferred type of erosion control provided that Rowlett provides any additional funding required for the requested type of erosion control.
- E. Rowlett, or sublessee (with approval of Rowlett), may reclaim lost Shoreline with the prior written approval of Dallas, as determined on a case-by-case basis. Any reclamation or cut and fill in the Lake or at the Shoreline shall not reduce the usable water storage capacity or flood storage capacity of the Lake, as determined by Dallas. Rowlett, or the parties performing the reclamation, will be responsible for obtaining all related permits for the reclamation, such as Corps of Engineer permits.
- F. No activities will be allowed which will increase the erosion of the Shoreline property, as determined by Dallas.
- G. Erosion control installations must comply with all local, state and federal laws, regulations and requirements.

Section VII. Water Quality Protection and Sedimentation

- A. Dallas and Rowlett will comply with local, state and federal storm water requirements as applicable.
- B. Dallas and Rowlett agree that litter, debris and trash in the Lake and on or along the Shoreline is a mutual issue which requires mutual understanding and resolution.

- Dallas and Rowlett will discuss methods to mutually address the litter, debris and trash problem.
- C. Dallas and Rowlett will actively pursue the utilization of volunteer groups to assist in cleanup efforts. Volunteer efforts could include:
- (1) Volunteers to pick up trash, litter, garbage or debris.
 - (2) Experts, such as environmental professionals, to provide suggestions on control or cleanup measures.
 - (3) Volunteers to provide leadership for organizing cleanup or mitigation efforts.
- D. Dallas and Rowlett agree to jointly support efforts to minimize the introduction of trash, litter, garbage and debris from areas outside of their jurisdictions. These efforts will include identifying sources of trash, garbage, litter and debris, and establishment of a strategy to request other jurisdictions to institute control measures. Both parties will institute methods in their jurisdictions for controlling the entry of litter, debris, garbage and trash into the Lake from storm water conveyances or from persons or entities littering or dumping trash, garbage or debris within their respective jurisdictions.
- E. Dallas and Rowlett will cooperatively discuss the issue of siltation in the Lake, including in the Rowlett Creek arm of the Lake. Rowlett recognizes that Dallas' interest and responsibility in siltation is primarily related to long term water supply planning. Dallas recognizes that Rowlett's interest in siltation is primarily from the aspect of nuisance abatement, potential health hazards and aesthetics. Dallas acknowledges that Rowlett shall have no responsibility for correcting or removing siltation (including related effects) from the Lake.
- F. Rowlett and Dallas will jointly establish minimum construction standards and use restrictions for facilities constructed out over the Lake. Rowlett will require in every sublease that water quality of the Lake is protected and will, among other requirements, prohibit storage of gasoline or pesticides at, upon or over the Lake, unless specifically approved in writing by an authorized representative of Dallas.

Section VIII. Public Safety and Zoning

- A. Pursuant to Section 791.012 of the Texas Government Code, as amended, Dallas and Rowlett agree that Rowlett will enforce all laws, codes, and ordinances of Rowlett in the Leased Area; provided, however, that Rowlett also agrees to enforce the following sections of the Dallas City Code in the Leased Area: Sections 49-37, 49-54, and Chapter 32, Article VI, copies of which are attached to and made a part of this Interlocal Agreement as Exhibit D. In the event of a conflict between Sections 49-37, 49-54, and Chapter 32, of the Dallas City Code and the laws, codes and ordinances of Rowlett or this Agreement, the Dallas City Code provisions shall control. If Rowlett has no zoning or building code requirements that currently govern the Leased Area, Lake Shoreline zoning and building code requirements must be established and enforced by Rowlett. Explicit Police, Fire, and Emergency response provisions

related to the Leased Area are set forth in Exhibit C, attached to and made a part of this Interlocal Agreement.

- B. All public safety activities (police, fire, EMS) within the Leased Area will be the responsibility of the City of Rowlett on the Leased Area, and City of Rowlett, must have appropriate emergency response plans which will include a provision to notify Dallas of activities which present a potential water quality concern.
- C. Dallas will be responsible for public safety activities (police, fire, EMS) on the Lake surface. Any city or resident of any city using the Lake surface for public events must obtain prior written approval from the Dallas, and will be required to provide appropriate waivers of liability or indemnification.
- D. Permissible uses of the Lake Area will be established and enforced by Dallas generally in accordance with the 1994 Lake Ray Hubbard Master Plan and any applicable zoning ordinances for the Lake Area that may be approved in the future, except in those portions of the Lake Area that are within the perimeter of existing marinas (as those perimeters are defined in the applicable marina agreements). Dallas and Rowlett understand that specific Lake use area designations will need to recognize, and take into account, the existing or proposed activities intended along the Shoreline.

Section IX. Lease Enforcement- General

- A. Any breach or noncompliance with the terms of the Interlocal Agreement shall be just cause for cancellation, in whole or in part, of the Interlocal Agreement. All subleases must be made subject to termination upon cancellation of the Interlocal Agreement.
- B. Dallas retains the right to make regular inspections of the Leased Area to ensure that it is being maintained and used in accordance with the terms of this Interlocal Agreement, and that all terms of the Interlocal Agreement are being upheld. Dallas will provide written notice of a breach or violation of, or noncompliance with, the terms of the Interlocal Agreement to Rowlett. Rowlett will have sixty (60) days to correct and end all deficiencies, unless otherwise agreed by Dallas. Failure to correct all deficiencies in the allotted time constitutes a material breach of the Interlocal Agreement.
- C. In case any one or more of the provisions contained in this Interlocal Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Interlocal Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Interlocal Agreement.
- D. Failure by Dallas to provide the sixty (60) day notice described in Section B. above shall not constitute a waiver of any breach of this Interlocal Agreement. Waiver of any breach of any provision of this Interlocal Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision of this Interlocal Agreement.

Section X. Miscellaneous

A. Dallas and Rowlett shall each be responsible for the sole negligent or strictly liable acts of their officers, agents, employees or separate contractors in the performance of this Interlocal Agreement, and each shall be responsible for their own violations of state or federal environmental laws, rules and regulations that may apply to this Interlocal Agreement. In the event of joint and concurrent fault or negligence of both Dallas and Rowlett, responsibility and liability, if any, shall be apportioned in accordance with the laws of the State of Texas, without however, waiving any governmental immunity available to Dallas and Rowlett under Texas law and without waiving any defenses of the parties under Texas law. **ROWLETT UNDERSTANDS THAT THE WATER LEVEL IN THE LAKE WILL NOT REMAIN CONSTANT AND THAT ALL LAND IN THE LEASED AREA IS SUBJECT TO FLOODING; THE PARTIES AGREE THAT NEITHER DALLAS NOR ROWLETT SHALL BE HELD RESPONSIBLE FOR DAMAGES TO ANY STRUCTURES, FACILITIES, LANDSCAPING OR OTHER PROPERTY DAMAGE ON THE LEASED AREA DUE TO WIND, WATER, EROSION OR FLUCTUATING WATER LEVELS, AND AGREES TO INCLUDE THIS PROVISION CONSPICUOUSLY IN ANY SUBLEASES OF THE LEASED AREA.**

B. This Agreement shall be administered on behalf of Dallas by the Director of the Water Utilities Department or his designees.

C. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the addresses shown below:

If intended for Dallas, to:

Director
Dallas Water Utilities
Dallas City Hall - 4/a/North
1500 Marilla Street
Dallas, Texas 75201

If intended for Rowlett, to:

Director, Planning and Community Development
City of Rowlett
3901 Main Street
P.O. Box 99
Rowlett, Texas 75030-0099

or to such other addresses as the parties may request, in writing, from time to time.

D. This Agreement is made subject to the provisions of the Charter and ordinances of Dallas and Rowlett, as amended, the Texas Constitution, codes and statutes, as amended, and all other applicable state and federal laws, regulations and

requirements, as amended. Venue in any action to enforce or construe this Interlocal Agreement or any sublease made thereunder shall lie exclusively in Dallas County, Texas.

E. This Agreement embodies the complete understanding of Dallas and Rowlett, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein. This Agreement may be amended, modified, or supplemented only by an instrument in writing executed by Dallas and Rowlett. Any alterations, additions or deletions to the terms of this Agreement required by changes in federal or state law or regulation will be automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

EXECUTED this the 22nd day of January, 2000, by Dallas, signing by and through its City Manager, duly authorized by Resolution No. 00-1467, approved on APRIL 26, 2000, and by the City of Rowlett, through its duly authorized officials by Resolution No. 1-16-01B dated January 16, 2001.

APPROVED AS TO FORM:
MADELEINE B. JOHNSON
City Attorney

CITY OF DALLAS
TEODORO J. BENAVIDES
City Manager

BY *Lawrence G. Saff*
Assistant City Attorney
Submitted to City Attorney *JBJ*

BY *Teodoro J. Benavides*
Assistant City Manager

ATTEST:

CITY OF ROWLETT

BY *Debra A. McHann*
City Secretary

BY *Jim Adair*
City Manager

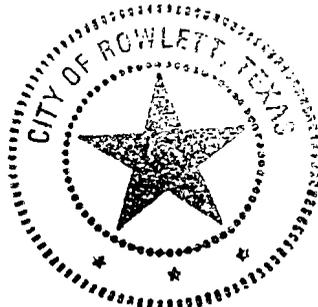


Exhibit A: Property Description of Leased Area

EXHIBIT A-1

Exhibit A excludes Elgin B. Robertson Park.

"EXHIBIT A"

LAKE RAY HUBBARD - CITY OF ROWLETT

BEING situated in the City Limits of Rowlett, Texas and the City Limits of Dallas, Texas lying in Dallas County and Rockwall County, Texas and located between the City of Dallas "Take Line" as shown on the boundary map for Lake Ray Hubbard (File 612D-1 on file in the City of Dallas Records Vault) and the meanders of the contour line 435.5 feet Mean Sea Level Elevation and being more particularly described as follows:

BEGINNING at the intersection of said City of Dallas "Take Line" with the approximate centerline of Liberty Grove Road at a 60D nail set at the location of monument BB17-1 as shown on said boundary map for Lake Ray Hubbard (File 612D-1 Sheet 150);

THENCE generally in southerly, westerly and northerly directions along said City of Dallas "Take Line" as shown on Sheets 150 through 182 of said Lake Ray Hubbard boundary map, to a found monument set in concrete inscribed P30-3 as shown on said boundary map for Lake Ray Hubbard (File 612D-1 Sheet 182) and being an intersection of said City of Dallas "Take Line" with the southerly line of State Highway 66;

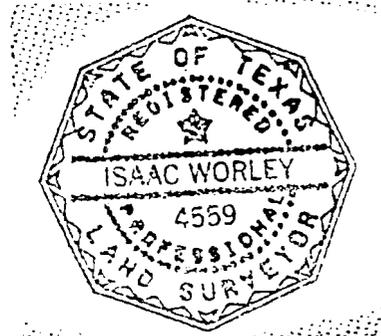
THENCE in a westerly direction along the southerly line of said State Highway 66, a distance of 836 feet, more or less, to an easterly City Limit Line of the City of Dallas as described in City of Dallas Ordinance No. 14886 same being the contour line 435.5 feet Mean Sea Level Elevation and the approximate east bank of Rowlett Creek;

THENCE generally in southerly, easterly and northerly directions along the meanders of said contour line of 435.5 feet Mean Sea Level Elevation, as shown on Sheets 150 through 182 of said Lake Ray Hubbard boundary map, to a point for corner lying east of the aforementioned monument inscribed BB17-1;

THENCE in a westerly direction, a distance of 41.5 feet, more or less, to the **POINT OF BEGINNING** save and except those items listed in "EXHIBIT A-1" attached.

NOTE: This document was prepared under 22 TAC - 663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish full interest in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

IW/w
rowlett.hub
7/09/99



Isaac Worley
7/16/99

EXHIBIT A-1

Dallas Property excluded.

I do hereby certify that the plat hereon was prepared from an actual and accurate survey on the ground under my supervision on June 16, 1946, and there are no apparent encroachments, protrusions or conflicts except as shown.

Being a 7.5405 acre tract of land situated in Rockwall County, Texas and being located in Abstract No. 213; the Jered Stephenson Survey Abstract No. 258; and the H. McMillan Survey Abstract No. 143; and being out of a 56.13 acre tract conveyed to the City of Dallas as recorded in Volume 62 page 325 of Rockwall County Deed Records and also being out of a tract of land conveyed to the City of Dallas as recorded in Volume 81 page 408 of Rockwall County Deed Records and being more particularly described as follows:

BEGINNING at a 5/8" Iron Rod, set for corner, at the intersection of the south line of the M.K.&T. Railroad 210 ft. R.O.W. and the northwest W.O.W. line of I.M. 30 a variable width R.O.W., said point being in said Stephenson Survey and being also 175 ft. left of highway centerline station 22-64.55;

Thence the following bearings and distances with the northerly R.O.W. line of Interstate Highway 30 a variable width R.O.W.:

S. 60° 42' 06" W. a distance of 363.66 ft. to a 5/8" iron rod set for corner;

S. 53° 31' 59" W. a distance of 201.55 ft. to a 5/8" iron rod found for corner;

S. 60° 40' 52" W. a distance of 500.08 ft. to a 5/8" iron rod found for corner;

N. 29° 18' 40" W. a distance of 149.99 ft. to a 5/8" iron rod found for corner;

S. 60° 40' 20" W. a distance of 138.15 ft. to Lake Ray Hubbard Take Line monument S4-2A set for corner;

Thence N. 77° 48' 02" W. with the Take Line of Lake Ray Hubbard a distance of 172.93 ft. to Dallas Water Dept. monument S4-3 found for corner;

Thence N. 63° 07' 03" W. continuing with the Take Line a distance of 266.40 ft. to Dallas Water Dept. monument S4-4 found for corner;

Thence N. 21° 05' 37" W. along said Take Line a distance of 190.29 ft. to a 5/8" Iron Rod set for corner in the south line of said M.K.&T. Railroad R.O.W., said point bearing S. 21° 05' 37" E. a distance of 390.66 ft. from Dallas Water Dept. monument S5-1/S4-5;

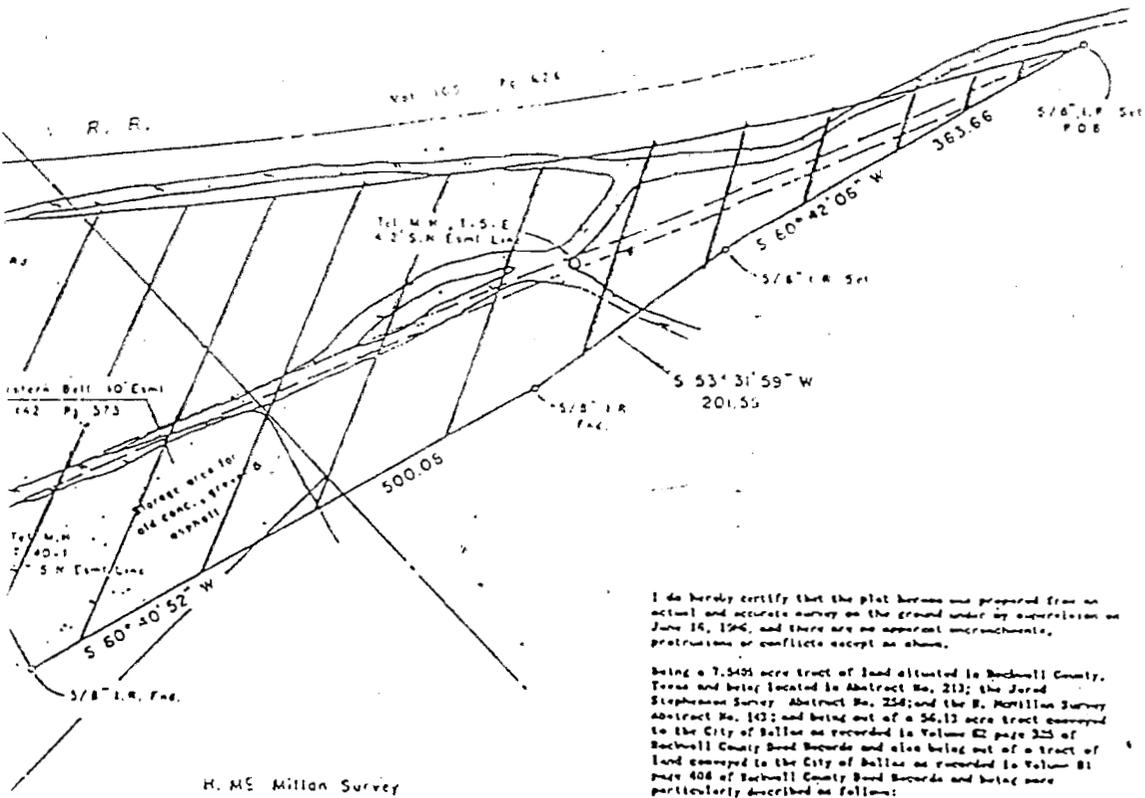
Thence along said M.K.&T. Railroad R.O.W. line, said line being a curve to the left having a central angle of 19° 44' 07", a radius of 4633.66 ft., and its long chord bearing N. 84° 25' 30" E., a distance of 1596.03 ft. along said curve to the POINT OF BEGINNING. Containing 328,463.9 sq. ft. or 7.5405 acres of land.

...y excluded.

Lake Ray Hubbard
City of Dallas
Rockwall County



Jared Stephenson Survey
Abst. 258



H. ME Millan Survey
Abst. 143

I do hereby certify that the plat herein was prepared from an actual and accurate survey on the ground under my supervision on June 16, 1986, and there are no apparent encroachments, protrusions or conflicts except as shown.

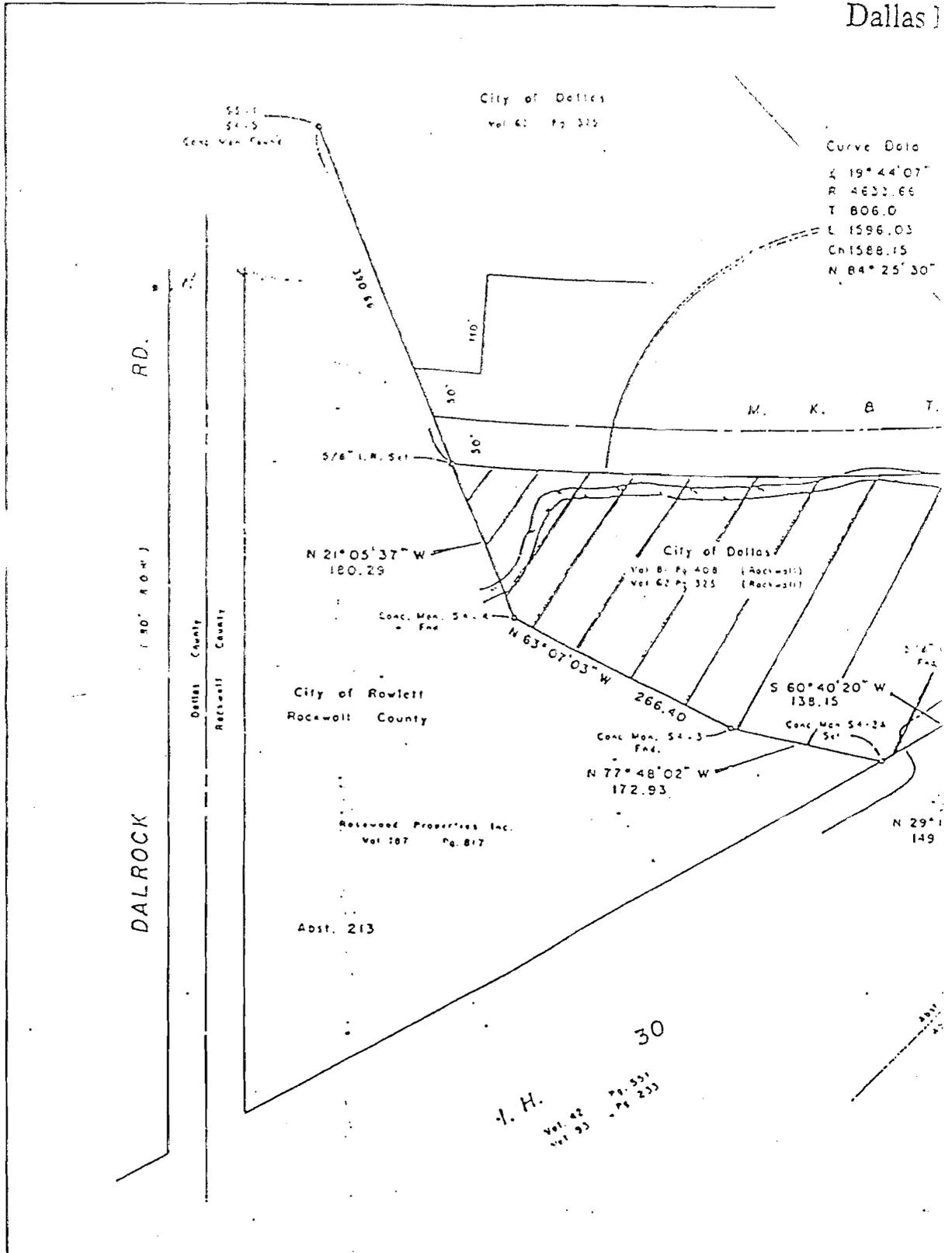
Being a 7.5405 acre tract of land situated in Rockwall County, Texas and being located in Abstract No. 213; the Jared Stephenson Survey Abstract No. 258; and the H. Millan Survey Abstract No. 143; and being out of a 56.13 acre tract conveyed to the City of Dallas as recorded in Volume 82 page 325 of Rockwall County Bond Records and also being out of a tract of land conveyed to the City of Dallas as recorded in Volume 81 page 408 of Rockwall County Bond Records and being more particularly described as follows:

- BEGINNING at a 5/8" Iron Rod, set for corner, at the intersection of the south line of the H.E.T. Railroad 218 ft. R.O.W. and the northwest R.O.W. line of I.R.R. 30 a variable width R.O.W., said point being so said Stephenson Survey and being also 175 ft. left of Highway centerline station 22+64.55;
- Thence the following bearings and distances with the northerly R.O.W. line of Interstate Highway 30 a variable width R.O.W.:
- S. 60° 42' 06" E., a distance of 363.66 ft. to a 5/8" Iron rod set for corner;
- S. 53° 31' 59" W., a distance of 201.55 ft. to a 5/8" Iron rod found for corner;
- S. 60° 40' 52" W., a distance of 500.06 ft. to a 5/8" Iron rod found for corner;
- N. 21° 18' 45" E., a distance of 145.99 ft. to a 5/8" Iron rod found for corner;
- S. 60° 40' 27" W., a distance of 136.15 ft. to Lake Ray Hubbard Take Line monument 24-24 set for corner;
- Thence W. 77° 25' 02" W. with the Take Line of Lake Ray Hubbard a distance of 112.93 ft. to Dallas Water Dept. monument 24-3 found for corner;
- Thence N. 63° 57' 03" W. continuing with the Take Line a distance of 262.40 ft. to Dallas Water Dept. monument 24-4 found for corner;
- Thence N. 21° 05' 37" W. along said Take Line a distance of 140.79 ft. to a 5/8" Iron Rod set for corner in the south line of said H.E.T. Railroad R.O.W., said point bearing S. 21° 05' 37" E. a distance of 390.64 ft. from Dallas Water Dept. monument 25-1/24-3;
- Thence along said H.E.T. Railroad R.O.W. line, said line being a curve to the left having a central angle of 19° 44' 07", a radius of 4031.66 ft., and the long chord bearing S. 04° 25' 30" E., a distance of 1596.83 ft. along said curve to the POINT OF BEGINNING. Containing 358,462.9 sq. ft. or 7.5405 acres of land.



J.R. Williford
J.R. WILLIFORD
REGISTERED PUBLIC SURVEYOR

Dallas



LAKE RAY HUBBARD
SURPLUS PROPERTY

DALROCK RD. & I.H. 30

CITY OF DALLAS WATER UTILITIES

SURVEY / MAPPING

Control # 766-5 Date 6-16-86

Scale: 1" = 100'

Exhibit B
Additional Provisions

The following additional provisions are incorporated into and made a part of this Interlocal Agreement:

1. In consideration of the new obligations assumed by Rowlett under the Interlocal Agreement, Section 18 of the previous License Agreement between the City of Dallas and the City of Rowlett, dated May 21, 1973, is retained as a part of the terms of the Interlocal Agreement with the following modification at the end of the Section: "In exchange for Dallas' agreement to grant easements under this section, Rowlett agrees to provide Dallas with utilities for any Dallas property developed adjacent to Rowlett." A copy of the original Section 18 is included in this Exhibit.
2. In the event Rowlett desires to expand its present corporate limits in an easterly or northerly direction from its present easterly or northerly corporate limit line, Rowlett may request that Dallas waive any extraterritorial jurisdiction Dallas has in the affected area so that Rowlett may annex said area. Dallas agrees that if Rowlett requests waiver of extraterritorial jurisdiction in writing, Dallas will consider, to the extent allowable by Texas law, whether to waive extraterritorial jurisdiction in favor of Rowlett.
3. Nothing in this Exhibit shall be construed as waiving or bartering away either Dallas' or Rowlett's governmental, legislative functions or discretion in governmental matters.

GENERAL PROVISIONS

18. In conjunction herewith, the City of Dallas shall immediately authorize and grant easements to the City of Rowlett, as set forth in Exhibit "B" attached hereto and made a part hereof. The City of Dallas further agrees that the City of Rowlett may construct and maintain future water, sewer and other municipal utilities within the leased area without further compensation to the City of Dallas. Provided however, the City of Dallas shall have the right to approve the location of any such utility and the specifications under which it shall be constructed, but such approval shall not be unreasonably withheld.

EXHIBIT C
POLICE, FIRE, AND EMS SERVICES

I Police Services

- A. Lake Area - Dallas will provide all police services on the water surface area of Lake Ray Hubbard. The area above and below the water surface of the lake is in the jurisdiction of the City of Dallas, up to that point where the water is at a pool elevation of 435.5 feet mean sea level. The level of the lake actually fluctuates above and below that level, depending on various conditions, mainly weather. As a practical matter, Dallas police will enforce Dallas ordinances in all areas in or on the lake up to the shoreline, regardless of the Lake's pool elevation level. Dallas will police this area above, on, and below the water surface, in accordance with Dallas ordinances, except as set forth herein.

Dallas police will also enforce Dallas ordinances in the area over and in the Lake, up to the shoreline of the Lake, including all marinas, breakwaters, bridges, and public piers, except as may be provided for herein. If any part of an incident requiring police services took part in the Lake, or the evidence is partially in the Lake, Dallas police will handle the incident. Only Dallas police personnel may patrol the Lake by boat, at their discretion.

- B. Leased Area - All police activities within the Leased Area will be the responsibility of the City of Rowlett on the leased area, except as set forth herein. Any structures extending from the shoreline, under the provisions of this Interlocal Agreement, (other than marinas, breakwaters, bridges, and public piers) will be policed by the City of Rowlett.
- C. Bridges - All bridges and causeways over the water at the Lake will be policed from shoreline to shoreline by Dallas, under Dallas ordinances, except as set forth herein. Dallas ordinances include wrecker regulations set forth in Dallas City Code sections 15D-18, 15D-27, 15D-23.1, and 48A-24(c), as amended.

II. Fire Protection and EMS Services

- A. Lake Area - Fire protection and EMS services on the Lake will be administered in accordance with agreements established for that purpose, and approved by Dallas City Council and the City of Rowlett.
- B. Leased Area - All fire and EMS activities within the Leased Area will be the responsibility of the City of Rowlett on the Leased Area, except as set forth herein. Any structures extending from the shoreline as authorized under the provisions of this Interlocal Agreement, (other than marinas, breakwaters, bridges, and public piers) will be provided with Fire Protection and EMS services by the City of Rowlett.
- C. Bridges - All Fire and EMS services for bridges and causeways over the water at the Lake will be provided from shoreline to shoreline in accordance with

existing agreements, as amended, or by Dallas, under Dallas ordinances, except as set forth herein.

III. Supplemental Agreement

- A. Dallas and Rowlett may enter into, and modify from time to time, a Supplemental Agreement ("SA") for Police and/or Fire and EMS services. The SA shall not modify or supercede the Interlocal Agreement. The SA shall clarify day to day operations and incident response procedures.

IV. Responsibilities for Employees

- A. The personnel and equipment of each party used in connection with the services described in the Interlocal Agreement shall be deemed to be employed or used in the full line and cause of duty of the party that regularly employs such personnel and equipment. All such personnel and equipment shall be deemed to be engaged in a governmental function of its governmental entity while performing services in connection with this Interlocal Agreement.

EXHIBIT D

Dallas City Codes that will be enforced in the Leased Area
Sections 49-37, 49-54 and Chapter 32, Article VI

§ 49-37

Water and Wastewater

§ 49-40

(2) a meter used or furnished by the department is prevented from correctly registering the quantity of water supplied to the premises;

(3) water is diverted or bypassed by the use of a device, from or around a pipe, main, meter, hydrant or other connection of the department;

(4) a meter or service connection of the department used for service to premises is removed; or

(5) wastewater is prevented or diverted from flowing from premises into the wastewater system.

(c) Prima facie evidence of knowledge. The existence on premises of a device used for any of the unlawful purposes stated in this section shall constitute prima facie evidence of knowledge of the unlawful purpose on the part of the customer, owner or person in control of the premises. (Ord. 19201)

SEC. 49-38. RIGHTS AS TO CERTAIN FACILITIES OUTSIDE OF THE CITY; RIGHTS UPON ANNEXATION.

(a) Agreements as to facilities. The director may negotiate agreements with governmental entities defining ownership and maintenance responsibilities of facilities used or installed for service outside the city.

(b) Assumption of service. Where a governmental entity agrees to assume primary service responsibility over an area previously served by the city, because of annexation or other reasons, facilities installed will, upon agreed payment, become the property of the governmental entity, except for:

(1) a meter or other appurtenance belonging to and installed by the city to connect service; or

(2) a facility designated by agreement to be the property of the city.

(c) City's rights upon annexation. The following rules apply regarding mains, appurtenances and other facilities located within property annexed by the city:

(1) Facilities within annexed property immediately become property of the city.

(2) The city will assume those benefits and obligations required to be assumed under state law, but otherwise must take the facilities free from all liens or encumbrances.

(3) The city may enforce its right to possession of annexed facilities by an action filed in a state court of competent jurisdiction.

(d) Private facilities. Private laterals or building water lines connected to facilities affected under this section remain, to the extent they are not located within public property, the property of the person owning the premises within which the laterals or water lines are located. (Ord. 19201)

SEC. 49-39. RIGHT TO CONSTRUCT MAINS OUTSIDE THE CITY.

(a) Authority to negotiate. The director is authorized to negotiate agreements, to be approved by the city council, with another governmental entity to use the streets, alleys and other public rights-of-way of that governmental entity in order to lay mains, pipes, meters or other facilities of the water or wastewater systems for service inside or outside the city.

(b) Form of agreement. The agreement may take the form of a license, easement or deed. Notwithstanding the form, ownership of the facilities laid must remain with the city, and right-of-way adequate to protect the city's interest in its facilities must be secured.

(c) Rights to connect and maintain. The city reserves the right to maintain its facilities and must have free access for those purposes. The city also reserves the right to make any connections or extensions it desires for public purposes inside or outside the city. (Ord. 19201)

SEC. 49-40. SERVICE OUTSIDE THE CITY.

(a) Authority to regulate wholesale service. The director is authorized to promulgate policies and regulations, not in conflict with this chapter or other

§ 49-53

Water and Wastewater

§ 49-56

(B) the dates of receipt and disposal of industrial waste;

(C) the type of waste discharged; and

(D) the names and addresses of producers and haulers of all waste being processed; and

(5) comply with all applicable federal, state, and local laws and regulations. (Ord. Nos. 19201; 20215; 21409)

SEC. 49-54. POLLUTION OF WATER IN RESERVOIRS.

(a) Activities constituting offense. A person commits an offense if he conducts any of the following activities in a city reservoir:

(1) bathing;

(2) throwing, depositing or discharging urine, excrement, trash, garbage, toxic or otherwise hazardous substances or other pollutants; or

(3) causing some other nuisance upon or in the city reservoir. (Ord. 19201)

SEC. 49-55. DEPOSIT OR DISCHARGE OF CERTAIN MATERIAL INTO WASTEWATER SYSTEM OR STORM SEWER.

(a) Illegal discharges. A person commits an offense if he:

(1) deposits garbage, dead animals, trash, articles or other substances tending to obstruct the flow of wastewater, into a manhole, cleanout or other opening;

(2) discharges industrial waste into a storm sewer or storm drain;

(3) discharges normal domestic wastewater into a storm sewer or storm drain; or

(4) discharges storm water collected

from a storm sewer or storm drain into the wastewater system.

(b) Gutter connections. A person commits an offense if he connects a private gutter, rainwater conductor, privy or cistern to a part of the wastewater system. (Ord. 19201)

ARTICLE V.

DEVELOPMENT AND SYSTEM EXTENSIONS.

SEC. 49-56. AUTHORITY TO MAKE CAPITAL IMPROVEMENTS; SPECIAL ASSESSMENTS; LOT AND ACREAGE FEES.

(a) Authority. The director is authorized to:

(1) extend water and wastewater mains to permit connections to persons seeking service;

(2) replace water and wastewater mains which are substandard in size or condition; and

(3) make rules and regulations, not in conflict with this article or other laws, regarding the extension of mains by or for developers to serve newly created or redeveloped subdivisions or resubdivisions.

(b) Special assessments. The cost of extension of a water or wastewater main a distance greater than 100 feet shall be charged to an individual owner who specially benefits from the extension in accordance with the provisions of this section and the procedures established in Subchapter D of Chapter 402, Texas Local Government Code, as amended. A special assessment will be based upon the front foot rate prescribed in Section 49-18.10(a), unless the city council finds it necessary to adjust the rate under the circumstances set forth in Subsection (c) below. The director is authorized to promulgate regulations, not in conflict with state law or this chapter, governing how requests for extensions under this subsection are made and presented for assessment. In calculating the 100-foot requirement of this section, the following distances will be excluded:

§ 32-60

Parks and Water Reservoirs

§ 32-65

enforced in the municipal court. In addition to such penalty, the right shall exist, in behalf of the public health of the city, for the director of public health or the chief of police or any person whose health may be affected thereby to bring any cause of action in any competent court by way of injunction or otherwise against any person violating any of the terms of this article. (Code 1941, Art. 157-7; Ord. 19963)

ARTICLE VI.

LAKE RAY HUBBARD.

SEC. 32-61. TEMPORARY SCOPE.

The temporary use of the land area adjacent to Lake Ray Hubbard for recreational purposes is supplemental to the purpose of the lake as a water supply reservoir. Nothing in this article is intended to bring the area within the scope of Chapter 26 of the Texas Parks and Wildlife Code; provided, that Elgin B. Robertson Park, an area of 257 acres located in Dallas and Rockwall Counties on a peninsula between the East Fork and Muddy Creek arms of Lake Ray Hubbard, was purchased for park and recreational purposes and forms a part of the City of Dallas Park System. (Ord. Nos. 15071; 21176)

SEC. 32-62. DEFINITIONS.

In this article:

- (1) CITY means the city of Dallas, Texas.
- (2) DIRECTOR means the director of the department of water utilities of the city of Dallas or an authorized representative.
- (3) LAKE means the waters of Lake Ray Hubbard as illustrated in Exhibit A.
- (4) LAKE SHORE means the land owned by the city surrounding the lake, as illustrated in Exhibit A and located within the city.
- (5) MOTOR VEHICLE means any vehicle that is self-propelled.

(6) PERSON means any individual assumed name entity, partnership, joint-venture, association, or corporation. (Ord. Nos. 15071; 21176)

SEC. 32-63. CONSTRUCTION PROHIBITED.

No person shall build, use, or maintain any structure upon or alter the lake shore without first obtaining express written authority from the director. (Ord. Nos. 15071; 21176)

SEC. 32-64. SOLICITATION PROHIBITED.

No person shall engage in or solicit any business on the lake or lake shore without first obtaining express written authority from the director. (Ord. Nos. 15071; 21176)

SEC. 32-65. RESTRICTED AREAS.

(a) No person shall enter or use any of the following described land or facilities located at the lake or lake shore without first obtaining express written authority from the director:

- (1) land below contour elevation 435.5 mean sea level as established by the United States Geological Survey;
- (2) land within 2,500 feet of the Forney pump station facility;
- (3) intake works, spillway, or service roads on Forney Dam, bridge structures, or access channels to boat docks owned and operated by the city;
- (4) maintenance shop, equipment buildings, or equipment quarters operated by the department of water utilities;
- (5) Forney pump station facility and intake works;
- (6) the lake within 1,000 feet of the overflow section of the spillway, extending in an area to 1,000 feet from the end of each non-overflow section;

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Parks and Water Reservoirs

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(7) the lake within 1,000 feet of the Forney pump station intake works;

(8) the lake within 1,000 feet of any other public water supply intake;

(9) the stilling basin south of the Forney Dam spillway;

(10) all land within 300 feet on either side of the centerline of the river channel between the Forney Dam stilling basin and U.S. 80; or

(11) any other restricted area designated by signs or floating buoys marked "Restricted Area - Keep Out".

(b) This section shall not apply to a city employee in the performance of an official duty. (Ord. Nos. 15071; 18823; 21176)

SEC. 32-66. TRESPASSING PROHIBITED IN CERTAIN AREAS.

No person shall trespass on, fish from, or anchor a boat to the land surrounding Forney Dam or the Dallas Power and Light Company embankment. (Ord. Nos. 15071; 21176)

SEC. 32-67. DESTRUCTION OF CITY PROPERTY.

No person other than a city employee in the performance of an official duty shall destroy, damage, deface, or remove shrubbery, trees, or other vegetation, rock, minerals, or any other personal or real property of the city located at the lake or lake shore. (Ord. Nos. 15071; 21176)

SEC. 32-68. USE OF FIREARMS AND OTHER DISCHARGE DEVICES PROHIBITED.

No person shall carry, possess, or discharge any firearm, rifle, shotgun, automatic rifle, revolver, pistol, or other weapon designed for the purpose of firing or discharging a shell or cartridge, or any explosive as defined in Chapter 16 of this code or launch an arrow or like projectile from a cross bow,

long bow, blow gun or like launching device upon the lake or lake shore. This section does not apply to a law enforcement peace officer when acting in the performance of an official duty. (Ord. Nos. 15071; 21176)

SEC. 32-69. DISCARDING OF WASTE PROHIBITED.

No person shall discard any type of wastewater, trash, brush, or garbage, as defined in this code, at the lake or lake shore, other than in garbage containers supplied by a municipality. (Ord. Nos. 15071; 21176)

SEC. 32-70. GASOLINE OR OIL STORAGE

No person shall store at the lake or lake shore any gasoline, oil, or other inflammable or combustible liquid, as defined in the code, without first obtaining written authority from the director. No person shall discard at the lake or lake shore any gasoline, oil, or other petroleum products. (Ord. Nos. 15071; 21176)

SEC. 32-71. ADVERTISEMENTS.

No person shall post or display any private notice or advertisement at the lake or lake shore without express written authority of the director. (Ord. Nos. 15071; 21176)

SEC. 32-72. PROHIBITED USES.

(a) No person shall anchor or operate a boat as a primary residence at the lake.

(b) No person shall use the lake or lake shore as a landing area for aircraft. (Ord. Nos. 15071; 21176)

SEC. 32-73. DIVERSION OF WATER PROHIBITED.

No person shall divert water from the lake without prior written authority from the director and then only in compliance with the terms of such authority. (Ord. Nos. 15071; 21176)

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Parks and Water Reservoirs

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SEC. 32-74. ABANDONMENT OF PERSONAL PROPERTY.

(a) No person shall abandon or leave unattended personal property at the lake or lake shore. The city assumes no responsibility for any personal property at the lake or lake shore.

(b) If property is abandoned or unattended in places other than authorized in writing by the director, or under an existing regulation, for a period in excess of 48 hours, the property may be impounded by the city. If personal property is not reclaimed and an impoundment charge, if any, is not paid within 90 days, the personal property may be sold, destroyed, converted to city use, or otherwise disposed of by the city. (Ord. Nos. 15071; 21176)

SEC. 32-75. FISHING PROHIBITED IN CERTAIN AREAS.

No person shall fish in the following water areas located at the lake:

(1) from any highway bridge structure or approach; or

(2) in any restricted area marked "Restricted Area - Keep Out" or any other area appropriately designated with a sign as a "No Fishing Area". (Ord. Nos. 15071; 21176)

SEC. 32-76. COMMERCIAL FISHING PROHIBITED.

No person shall engage in the business of catching or taking fish or game from the lake for the purpose of sale. This section shall not apply to any person authorized by contract with the city to catch or take fish under the supervision of the director when the person is licensed by the Texas Park and Wild Life Department to remove fish. (Ord. Nos. 15071; 21176)

SEC. 32-77. HUNTING PROHIBITED.

Except for the following, no person shall

intentionally hunt, capture, kill, maim, wound, or poison any bird, mammal, or reptile at the lake or lake shore:

(1) city employees acting in their employment and carrying out the policy of the city;

(2) independent contractors and their employees under contract with the city, state, or federal government to perform such acts; and

(3) state or federal employees acting in their employment and carrying out the policy of state or federal government. (Ord. Nos. 15071; 21176)

SEC. 32-78. CAMPING PROHIBITED IN CERTAIN AREAS.

(a) No person shall camp at the lake or lake shore except in areas appropriately designated by signs or markings.

(b) No person shall camp at the lake or lake shore for a period in excess of seven consecutive days without first obtaining express written authority from the director.

(c) No person shall park a house trailer or recreational vehicle at the lake or lake shore in any area not designated by the signs or markings as public camp grounds. No person shall leave or park a house trailer or recreational vehicle for any period in excess of two consecutive days without first obtaining express written authority from the director. (Ord. Nos. 15071; 21176)

SEC. 32-79. PICNICKING IN DESIGNATED AREAS.

No person shall picnic at the lake or lake shore in an area where picnicking is prohibited by appropriately designated signs or markings. (Ord. Nos. 15071; 21176)

SEC. 32-80. RECREATIONAL PROGRAMS.

(a) No person shall conduct any special even

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Parks and Water Reservoirs

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or recreation program such as but not limited to a water carnival, fishing rodeo, boat regatta, speed race, festival, trade show, or outdoor presentation at the lake or lake shore without a permit or written authorization from the director.

(b) No person shall conduct any special event or recreation program at the lake or lake shore in violation of any term or condition specified in the permit or written authorization. (Ord. Nos. 15071; 21176)

SEC. 32-81. VEHICLE CONTROL.

(a) No person shall operate a motor vehicle at the lake shore other than on a roadway, parking area, or trail established for public motor vehicle use. This section shall not apply to a city employee operating a vehicle in the performance of an official duty.

(b) No person shall operate a motor vehicle at the lake shore in excess of the posted speed limits. (Ord. Nos. 15071; 21176)

SEC. 32-82. LOCAL ADDITIONS TO THE TEXAS WATER SAFETY ACT.

(a) No person shall moor or attach any boat to, or move, remove, displace, tamper with, damage, or destroy, any buoy, beacon, light marker, stake, flag, or other aid to safe operation placed upon the public waters of the state by, or by others under the authority of, the United States or State of Texas. No person shall moor or attach any vessel to a public boat launching ramp except in connection with the launching or retrieving of a boat from the water.

(b) The operator of a vessel shall not permit the vessel to come within 750 feet of the intake structure or within any restricted area marked by floating markers and signs, except when specifically authorized by the director.

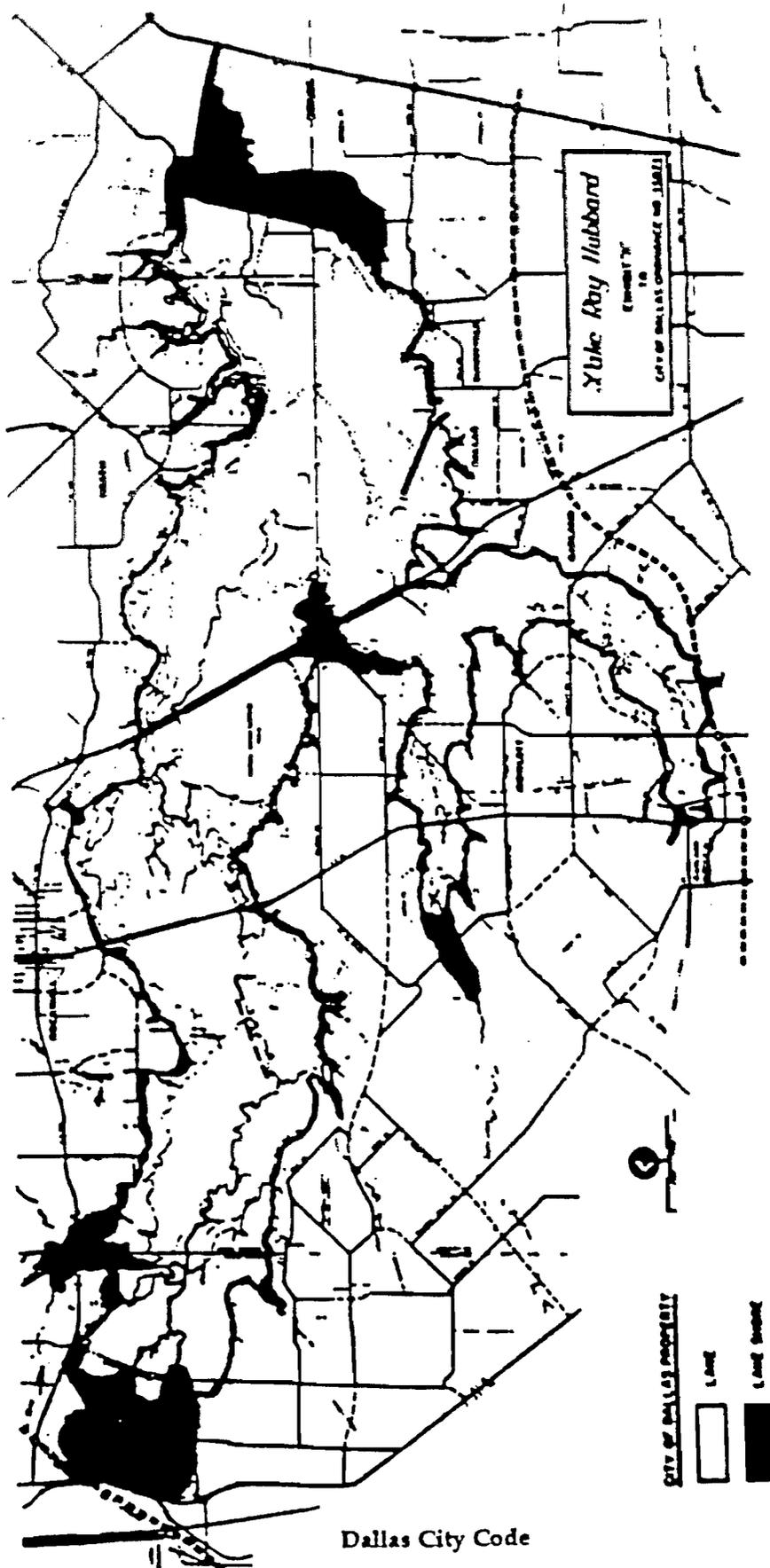
(c) A "Slow-No Wake" zone is established within 300 feet of the dam, all jetties and the entire shoreline of the lake, and any other area that may be designated by authorized or appropriate buoys, markers, or posted signs. No person shall cause a wake within a "Slow-No Wake" zone.

(d) No person shall moor or operate any vessel for more than seven days without mooring in an authorized facility, unless the person has written authorization from the director. (Ord. Nos. 15071; 20161; 21176)

SEC. 32-83. AUTHORITY TO ENFORCE.

Authority to enforce this article is delegated to the department of water utilities acting by and through the director and the police department. (Ord. Nos. 15071; 19312; 21176)

Parks and Water Reservoirs



Parks and Water Reservoirs

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EXHIBIT A-1

Beacon Harbor Lease Area excluded.

FIELD NOTES

BEING a tract of land situated in the E.R. Foster Survey, Abstract No. 81 and the W.G. Deweese Survey, Abstract No. 70 in Rockwall County, Texas, said tract being part of that land owned by the City of Dallas, Texas and known as Lake Ray Hubbard and being more particularly described as follows:

COMMENCING at the intersection of the Southerly line of New Highway No. 66 and the Easterly line of Harborside Street;

THENCE N 75° 30' 30" E, a distance of 152.54 feet along the said New Highway No. 66 Southerly line;

THENCE S 87° 28' 40" E, a distance of 154.87 feet, continuing along said New Highway No. 66 Southerly line to the PLACE OF BEGINNING;

THENCE N 12° 13' 44" E, along the Easterly line of said State Highway 66, the same line being Lake Ray Hubbard Westerly take line, a distance of 230.68 feet;

THENCE continuing along said Westerly take line the following:

N 07° 29' 33" E, a distance of 74.07 feet;

N 28° 15' 27" W, a distance of 107.23 feet;

THENCE N 75° 30' 00" E, leaving said Westerly take line a distance of 340.0 feet;

THENCE S 14° 30' 00" E, a distance of 376.86 feet;

THENCE N 75° 30' 00" E, a distance of 599.18 feet;

THENCE S 14° 30' 00" E, a distance of 912.10 feet;

THENCE S 75° 30' 00" W, a distance of 682.20 feet to a point on the above-mentioned Lake Ray Hubbard Westerly take line and to the Easterly line of another tract owned by Scenic Drive, Ltd.;

THENCE along a common line of said Scenic Drive, Ltd. Easterly line and said Lake Ray Hubbard Westerly take line the following:

N 6° 14' 37" W, a distance of 70.00 feet;

N 34° 28' 30" W, a distance of 121.20 feet;

N 7° 06' 00" W, a distance of 222.71 feet;

N 43° 31' 40" W, a distance of 482.12 feet;

N 25° 41' 05" E, a distance of 114.70 feet to the PLACE OF BEGINNING and containing 23.3047 acres of land.



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 03/17/15

AGENDA ITEM: 8E

TITLE

Consideration and action on a resolution approving a purchase and sale agreement with Donahue Development Corporation for the conveyance of the Elgin B. Robertson property (approximately 257 acres) pursuant to a Tax Increment Reinvestment Zone, and authorizing the Mayor to execute all necessary documents on the City's behalf.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager
Jim Grabenhorst, Director of Economic Development
David Berman, City Attorney

SUMMARY

The City of Rowlett and the City of Dallas have had longstanding discussions over the past decade regarding the potential sale of the Elgin B. Robertson property and boundary adjustment into Rowlett's municipal jurisdiction.

This Purchase and Sale Agreement will allow for the conveyance of the Elgin B. Robertson property upon acquisition by the City of Rowlett to Donahue Development Corporation pursuant to a Tax Increment Reinvestment Zone.

BACKGROUND INFORMATION

The Elgin B. Robertson property consists of approximately 257 acres along Interstate 30 at the Dalrock Road interchange (see aerial map below). The north tract is located in Dallas County and consists of approximately 142 acres and the south tract is located in both Dallas County and Rockwall County and consists of approximately 115 acres.



The property was acquired by the City of Dallas in 1966 as part of the Forney Reservoir development, which is now known as Lake Ray Hubbard and was designated as a “park” upon its purchase. The property is approximately ten miles outside of the main city limits of the City of Dallas.

As mentioned above, both cities have had ongoing discussions over the past decade regarding the potential sale and boundary adjustment of this property. In order for a potential sale to occur, the City of Dallas needed voter approval to “de-park” the property. In November 2010, the City of Dallas placed a ballot proposition for voter approval and that proposition was rejected. In May 2013, the City of Dallas again placed a ballot proposition for voter approval which passed and allowed the two Cities to engage in negotiations in earnest.

On February 5, 2015, the Dallas Parks Board took action to recommend approval of the sale of Elgin B. Robertson to the City of Rowlett. On February 25, 2015, the Dallas City Council took action approving ILA and execution of ordinance to provide for the resultant boundary adjustments.

DISCUSSION

The Purchase and Sale Agreement outlines the responsibilities of each party for the conveyance of the Elgin B. Robertson property (approximately 257 acres) pursuant to a Tax Increment Reinvestment Zone.

Key elements of the ILA purchase and sale requirements:

- Purchase Price: \$31.8 million
- Review Period: 42 days, ability to extend 30 days
- Closing Date: On or before April 30, 2015, subject to extensions
- Property: Approximately 257 acres from the 435.5 elevation as surveyed
- Flood Restriction: Applicable from 435.5 to 440.5 elevation
- Reservation Area: One acre on south parcel for Dallas Lake Patrol facilities

Key elements of the Bayview Marina assignment requirements:

- Dallas/Dallas Water Utilities issues Marina Licenses on Lake Ray Hubbard
- Existing Bayview Marina License
 - Currently on Month-to-Month lease
 - Dallas will transfer and assign that license to Rowlett
 - Rowlett will transfer and assign of that license to Donahue Development Corporation
- Dallas reserves marina licenses for up to 2 marinas with 1005 slips for Rowlett
- Rowlett to provide one boat ramp for public use
- Rowlett to receive license or concession fees from marinas on property

Following is the anticipated timeline associated with completing this property transaction and boundary adjustment into Rowlett’s municipal jurisdiction:

<u>ACTION</u>	<u>CITY</u>	<u>COMPLETION DATE</u>
Parks Dept. Recommendation	Dallas	February 5, 2015
City Council Action	Dallas	February 25, 2015
City Council Work Session	Rowlett	March 3, 2015
City Council Action	Rowlett	March 17, 2015
City Council Action – Boundary Adj.	Dallas	March 25, 2015
P&Z Zoning Public Hearing & Recommendation	Rowlett	April 14, 2015
City Council Public Hearing & Zoning Action	Rowlett	April 21, 2015
City Council – TIRZ Creation	Rowlett	April 21, 2015
Property Sale/Closing	Dallas/Rowlett	April 30, 2015

The Elgin B. Robertson property provides a unique opportunity for the Rowlett community. Once developed, this property will become a gateway in Rowlett on the Interstate 30 corridor. With the connectivity to the President George Bush Turnpike, this site will become a regional destination for the DFW metroplex and east Texas.

The approval of this ILA is just the first step in a multi-year development process in which the Rowlett community will see this property innovatively master-planned for a mix of uses that will illustrate Rowlett's "On the Water, On the Move" vision of the community.

FINANCIAL/BUDGET IMPLICATIONS

Regarding budget implications on the purchase and sale requirements of the ILA, on March 6, 2014, the Rowlett City Council approved a Letter of Intent ("LOI") (see Attachment 1) with Donahue Development Corporation as the City's development partner to fund the acquisition of the property and on December 4, 2014, Rowlett City Council approved an Amended LOI (see Attachment 2) with Donahue Development Corporation to extend the term for an additional nine months.

The purchase price of \$31.8 million will be funded by Rowlett's development partner, Donahue Development Corporation and the Rowlett City Council will consider a separate action on a resolution approving a purchase and sale agreement with Donahue Development Corporation for the conveyance of the Elgin B. Robertson property pursuant to a Tax Increment Reinvestment Zone.

RECOMMENDED ACTION

Move to approve a resolution for a purchase and sale agreement with Donahue Development Corporation for the conveyance of the Elgin B. Robertson property (approximately 257 acres) pursuant to a Tax Increment Reinvestment Zone, and authorizing the Mayor to execute all necessary documents on the City's behalf.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A PURCHASE AND SALE AGREEMENT WITH DONAHUE DEVELOPMENT CORPORATION FOR THE TRANSFER OF 257+/- ACRES OF LAND KNOWN AS ELGIN B. ROBERTSON PARK FOR THE PURCHASE PRICE OF \$31,800,000.00; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett, Texas, intends to acquire 257+/- acres of land from the City of Dallas, and to assume territorial jurisdiction over the property known as Elgin B. Robertson Park, and will establish a tax increment financing reinvestment zone over the property to enable the land to achieve its full development potential; and

WHEREAS, the City desires to sell and convey to Donahue all right, title and interest in and to the land upon the City's acquisition of the land from Dallas; and

WHEREAS, the conveyance of the land to Donahue is exempt from the public notice and auction requirements under Chapter 272, Texas Local Government Code, since the land is located in a lawfully designated reinvestment zone and the City desires that the land be developed under a project plan adopted by the City for the zone; and

WHEREAS, the City desires to enter into a purchase and sale agreement with Donahue to set forth the terms of the conveyance and to accomplish the sale and future development of the property.

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

Section 1: That the City Council of the City of Rowlett, Texas, hereby approves the Purchase and Sale Agreement by and between the City of Rowlett, Texas and Donahue Development Corporation, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A."

Section 2: That the City Council hereby authorizes the Mayor to execute the Agreement on the City's behalf, after approval by the City Attorney, to give effect to this Resolution and to execute such related documents and instruments as may be necessary or appropriate to give effect to the Agreement and to this Resolution.

Section 3: That this resolution shall become effective immediately upon its passage.

ATTACHMENTS

Exhibit A – *(Document under revision. Document will be provided to Council 3/17/15.)*

Attachment 1 – Donahue Development Corporation LOI

Attachment 2 – Donahue Development Corporation Amended LOI

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

LETTER OF INTENT

This Letter of Intent (this ‘LOI’) is by and between the City of Rowlett, Texas (City) and Donahue Development Corporation (Developer) and is intended to establish and set forth the understandings and agreements between the City and Donahue regarding Elgin B. Robertson Park (Park).

The Park comprises approximately 257 acres owned by the City of Dallas and situated within the city limits of the City of Dallas. The City of Dallas held an election in May of 2013 whereby a majority of voters at the election authorized the sale of the land that comprises the Park. Rowlett seeks to expand its territorial limits to encompass the Park and Developer seeks the opportunity to acquire ownership for development purposes. In the event that the City of Dallas is willing to transfer ownership of the land to Rowlett (or to Developer) and concedes its territorial jurisdiction over the Park land to Rowlett, then the parties will in good faith negotiate a definitive development agreement under the general terms and conditions described herein. However, should Dallas refuse to convey ownership or relinquish jurisdiction, then this Letter of Intent will become null and void.

Statement of Purpose: This LOI represents, subject to the terms hereof, the binding commitment and intent of Developer and Rowlett to (i) propose to Dallas that title to the Park land be conveyed to Rowlett, to an entity affiliated with Rowlett, or to Developer, (ii) facilitate the development of certain commercial and residential uses on the land in accordance with Rowlett’s Form Based Code guidelines as a mixed-use development project; (iii) facilitate the development of infrastructure as may be necessary or beneficial for the future development of the land; and (iv) establish a long term, economically viable and mutually beneficial relationship between the Developer and Rowlett.

Dallas Negotiations. Rowlett and Developer shall present a proposal to Dallas for Rowlett (or an affiliated entity or the Developer) to acquire title and for Rowlett to acquire jurisdiction to the Park. As part of the negotiations, and as needed to acquire ownership, the Developer will provide the funding to acquire the Park at its appraised value or at an agreed amount. In the event that Developer is unwilling or unable to provide adequate funding within the timeframe necessary to acquire the Park, either party may declare this Agreement to be void and of no further effect. The parties will use their best efforts to obtain Dallas’ approval of the transfer and relinquishment of jurisdiction.

Development Regulations. The parties contemplate that upon the sale of the Park by Dallas, Dallas will relinquish its territorial jurisdiction over the land comprising the Park and that Rowlett will assume territorial jurisdiction, either through disannexation and annexation or boundary adjustment agreements. Upon acquisition of territorial jurisdiction, it is expected

between the parties that Rowlett will impose and adopt its Form Based Code zoning regulations on the Park.

Development Agreement. Upon acquisition of the land and the imposition of Form Based Code zoning, the parties will in good faith negotiate a formal development agreement that will control the development of the land and the extension of municipal services. The parties will cooperate to develop all or a portion of the land for a mixed use development utilizing New Urbanism concepts under Rowlett's Form Based Code guidelines. Rowlett may assist Developer in obtaining funding and financing for the development, contingent on Rowlett's approval of Developer's development plans.

Non-delegation of Legislative Authority. Nothing in this LOI shall be deemed or construed as a waiver of legislative authority by Rowlett nor shall this LOI be construed as a contractual obligation to impose zoning regulations on the land if Rowlett acquires territorial jurisdiction. Nothing in this LOI shall be deemed to create an obligation on either party to violate any provision of law.

Non-Compete Covenant: The parties covenant that they will not, directly or indirectly, pursue an interest in or to the land (except as set forth in this LOI) for a period of nine (9) months from the date of this LOI. During such time as this LOI is in effect, Rowlett agrees that it will not make, solicit, initiate, encourage or respond to any submission, offer or proposal from or to any person or entity relating to the acquisition or development of the land from Dallas.

Confidentiality: The Parties each recognize that the confidentiality of this LOI and the negotiations leading to the execution of this LOI are of vital importance to each of the Parties. The parties acknowledge that the information contained herein is confidential commercial information and that the premature disclosure thereof will have a material adverse business and financial impact on Developer and Rowlett. Both parties agree and covenant that each will endeavor to maintain the confidentiality of the terms of this LOI and the informal discussions between the parties, except where disclosure may be required by law or court order.

Entire Agreement; Amendments and Waivers: This LOI constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.

Effective and executed as of this 4th day of MARCH, 2014.

CITY OF ROWLETT, TEXAS

By Brian Funderburk
Brian Funderburk, City Manager

Donahue Development Corporation

By Kent Donahue
Kent Donahue, President

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

AMENDED LETTER OF INTENT

This Amended Letter of Intent (this “Amended LOI”) is by and between the City of Rowlett, Texas (City) and Donahue Development Corporation (Developer) and is intended to supplement and amend the Letter of Intent (the “LOI,” attached hereto as Exhibit “A”) between the parties dated March 4, 2014, relating to the parties’ understandings and agreements between the City and Donahue regarding Elgin B. Robertson Park (referred to as “Park land”).

1. This Amended Letter of Intent does not amend, modify or alter in any way any of the provisions of the original LOI between the parties except as specifically provided for herein, and the terms and provisions of the original LOI is reaffirmed.
2. The Section entitled “Dallas Negotiations” is hereby modified to read in its entirety as follows:

Dallas Negotiations. Rowlett has entered into negotiations and has presented a proposal to Dallas to enter into an Interlocal Agreement for Rowlett to acquire title to the Park land and for Rowlett to acquire jurisdiction to the Park land. As part of the negotiations, and as needed to acquire ownership, the Developer will provide the funding to acquire the land at its appraised value. Developer shall provide proof of funds in a manner deemed acceptable to Rowlett to insure the availability of funds needed to acquire title to the Park land. In the event that Developer is unwilling or unable to provide adequate funding or proof of funding on or before the effective date of the Interlocal Agreement, either party may declare this Agreement to be void and of no further effect. The parties will use their best efforts to obtain Dallas’ approval of the transfer and relinquishment of jurisdiction.

3. The Section entitled “Development Regulations” is hereby modified to read in its entirety as follows:

Development Regulations. The parties contemplate that upon the sale of the Park land by Dallas to Rowlett, Rowlett will accomplish a transfer title to the land to Developer either through a development contract with an independent foundation or through the designation of the Park land as a reinvest zone to be developed under a project plan adopted by Rowlett for the zone. It is contemplated by the parties that Dallas will relinquish its territorial jurisdiction over the land and that Rowlett will assume territorial jurisdiction, either through disannexation and annexation or boundary adjustment agreements. Upon acquisition of territorial jurisdiction, it is expected between the parties that Rowlett will impose and adopt its Form Based Code zoning regulations on the Park land. Developer agrees that it shall not submit an application for a permit for the

development of the land or any part thereof until following the final adoption and imposition of Form Based Code zoning regulations on the land.

4. The Section entitled "Non-Compete Covenant" is hereby modified to read in its entirety as follows:

Non-Compete Covenant: The parties covenant and agree that they will not, directly or indirectly, pursue an interest in or to the land (except as set forth in this LOI) during the term of the LOI, including any agreed extensions thereof. During the time that this LOI is in effect, Rowlett agrees that it will not make, solicit, initiate, encourage or respond to any submission, offer or proposal from or to any person or entity relating to the acquisition or development of the land from Dallas.

5. The LOI as amended herein shall be effective for a period of nine (9) months from the last date signed by either party. This Agreement may be executed in single or multiple counterparts, all of which together shall constitute one agreement.

CITY OF ROWLETT, TEXAS

By Brian Funderburk
Brian Funderburk, City Manager

Date: 12-4-14

DONAHUE DEVELOPMENT CORPORATION

By Kent Donahue
Kent Donahue, President

Date: 12-3-2014